
AGENDA
CUMBERLAND COUNTY BOARD OF COMMISSIONERS
JUDGE E. MAURICE BRASWELL
CUMBERLAND COUNTY COURTHOUSE - ROOM 118
SEPTEMBER 20, 2021
6:45 PM

INVOCATION - Commissioner Larry Lancaster

PLEDGE OF ALLEGIANCE -

PUBLIC COMMENT PERIOD

1. APPROVAL OF AGENDA
2. PRESENTATIONS
 - A. Upcoming Transportation and Planning Public Meetings
3. CONSENT AGENDA
 - A. Approval of August 24, 2021 Special Meeting and September 7, 2021 Regular Meeting Minutes
 - B. Approval of Offer to Purchase Surplus Property Located at 7653 Maggie Circle, Fayetteville
 - C. Acceptance of Offer to Purchase Surplus Property Located at 512 Moore Street, Fayetteville
 - D. Acceptance of Offer to Purchase Surplus Property Located at 6722 Baldoon Drive, Fayetteville
 - E. Acceptance of Offer to Purchase Surplus Property Located at 7005 Ryan Street, Fayetteville
 - F. Approval of Budget Ordinance Amendments for the September 20, 2021 Board of County Commissioners' Agenda
 - G. Request for Approval of Submission of FY2022 and FY2023 Rural Operating Assistance Program (ROAP) Applications for the Community Transportation Program Grant Funds
 - H. Approval of Cumberland County Board of Commissioners Agenda Session Items
 1. Contribution to the Martin Luther King, Jr. Park and Historic Orange Street School and Approval of Budget Ordinance Amendment #B220344
 2. FAMPO Commuter Rail Feasibility Study
 3. Implementation of the Three-Year Homelessness Strategic Plan
 4. Contract with Good Source Solutions, Inc for Food Products for Detention Center

5. Contract with Mobile Communications America for Emergency Responder Radio Cover Bi-Directional Amplifier Project
6. Amendment to Baker & Taylor Agreement for Library Books and Audiovisual Materials for FY22
7. FY 2023 Applications for Community Transportation Program Grant Funds and Resolutions for Public Transit Grant Applications
8. Amendment to the Flood Damage Prevention Ordinance
9. Request to Establish Contingency Funds and Associated Budget Ordinance Amendment # B220060 for the Judge E. Maurice Braswell Courthouse Switchgear Replacement Project
10. Approval of Signing MOA with the State of North Carolina Relating to the Settlement of Opioid Litigation
11. Purchase of Landfill Gas Pipeline and Assumption of Certain Contracts of Fayetteville Gas Producers, LLC, for the Sale and Delivery of Landfill Gas to Cargill, Incorporated
12. American Rescue Plan Funding Recommendations

4. PUBLIC HEARINGS

- A. FY2023 Community Transportation Program (5311) Grant Application
- B. Edward Byrne Memorial Justice Assistance Grant
- C. Community Development Program Year 2020 Draft Consolidated Annual Performance and Evaluation Report (CAPER)

Uncontested Rezoning Cases

- D. Case P21-36
- E. Case P21-31
- F. Case P21-45
- G. Case P21-48
- H. Case P21-50
- I. Case P21-51

Contested Rezoning Cases

- J. Case P21-33
- K. Case P21-43

5. ITEMS OF BUSINESS

- A. Consideration of Approval of Purchase Price for 20.18 Acres on the South Side of Elliot Farm Road on Behalf of the Cumberland County Board of Education

6. NOMINATIONS

- A. Board of Adjustment (1 Vacancy)

B. Fayetteville Area Convention and Visitors Bureau (FACVB) (3 Vacancies)

7. APPOINTMENTS

A. Board of Adjustment (1 Vacancy)

8. CLOSED SESSION:

A. Economic Development Matter(s) Pursuant to NCGS 143.318.11(a)(4)

B. Attorney-Client Matter(s) Pursuant to NCGS 143.318.11(a)(3)

ADJOURN

WATCH THE MEETING LIVE

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

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

REGULAR BOARD MEETINGS:

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

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

November 1, 2021 (Monday) - 9:00 AM

November 15, 2021 (Monday) - 6:45 PM



BACKGROUND

Residents will have the opportunity to participate in two upcoming public meetings related to planning initiatives.

Traffic Congestion Management Process - September 28

The Fayetteville Area Metropolitan Planning Organization is holding virtual public meetings September 28 from 11:30 a.m. to 1 p.m. and from 5:30-7 p.m. to gather feedback from residents concerning traffic congestion in the Fayetteville area. FAMPO is creating a comprehensive, regional multi-modal congestion management study and planning process suitable for implementation by local governments, FAMPO, public transportation providers and N.C. Department of Transportation.

A Zoom link for the virtual meeting will be posted at congestionplan.com and residents are encouraged to complete the online multi-modal management survey at <http://www.congestionplan.com/input/>.

Spring Lake Area Land Use Plan - September 30

Cumberland County Planning and Inspections invites Spring Lake community members to attend a public meeting for an update on the Spring Lake Area Land Use Plan. The meeting is Sept. 30 from 6 to 8 p.m. at the Spring Lake Recreation Center located at 300 Ruth Street.

The land use plan will not change the current zoning or use of property. Participants who attend the public meeting can help planners understand the needs and values of Spring Lake area stakeholders.

For more information about the Spring Lake Land Use Plan visit spring-lake-area-land-use-plan-cumberlandgis.hub.arcgis.com. Residents who cannot attend the meeting in person and want to provide feedback may do so by visiting the website or calling 910-678-7612.



OFFICE OF THE COUNTY ATTORNEY

**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 20,
2021**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COUNTY ATTORNEY

DATE: 9/15/2021

**SUBJECT: APPROVAL OF OFFER TO PURCHASE SURPLUS PROPERTY
LOCATED AT 7653 MAGGIE CIRCLE, FAYETTEVILLE**

BACKGROUND

The County acquired the real property with the PIN 9486-57-0335, being .44 Acre Gillis Land, located at 7653 Maggie Circle, Fayetteville, at a tax foreclosure sale in 2006 for a purchase price of \$4,648.68. The property is zoned AR with a tax value of \$14,955.00. Based on the GIS Mapping and the tax records, there is a structure on the lot. Maline Crupi made an offer to purchase the property for \$4,648.68. If the Board proposes to accept this offer, the proposed sale must be advertised subject to the upset bid process of G. S. § 160A-269. The proposed advertisement is included in the recommendation below.

RECOMMENDATION / PROPOSED ACTION

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

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

Take notice that the Board of Commissioners finds the real property with PIN 9486-57-0335, being .44 Acre Gillis Land, located at 7653 Maggie Circle, Fayetteville, is not needed for governmental purposes and proposes to accept an offer to purchase the property for \$4,648.68. 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.

September ___, 2021

Candice White, Clerk to the Board



OFFICE OF THE COUNTY ATTORNEY

**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 20,
2021**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COUNTY ATTORNEY

DATE: 9/15/2021

**SUBJECT: ACCEPTANCE OF OFFER TO PURCHASE SURPLUS PROPERTY
LOCATED AT 512 MOORE STREET, FAYETTEVILLE**

BACKGROUND

The County and the City of Fayetteville acquired the real property with the PIN 0437-47-4755, located at 512 Moore Street, Fayetteville, at a tax foreclosure sale in 2011 for a purchase price of \$5,991.83. The property is zoned MR5 with a tax value of \$2,625.00. The City conveyed its interest in the property to the County August 13, 2021, by a quitclaim deed recorded in Book 11217 at Page 553. Based on the GIS Mapping and the tax records, there is no structure on the lot. Michael Washington made an offer to purchase the property for \$5,991.83. If the Board proposes to accept this offer, the proposed sale must be advertised subject to the upset bid process of G. S. § 160A-269. The proposed advertisement is included in the recommendation below.

RECOMMENDATION / PROPOSED ACTION

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

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

Take notice that the Board of Commissioners finds the real property with PIN 0437-47-4755, located at 512 Moore Street, Fayetteville, is not needed for governmental purposes and proposes to accept an offer to purchase the property for \$5,991.83. Within 10 days of this notice any person may raise the bid by not less than ten percent (10%) of the first one thousand dollars (\$1,000) and five percent (5%) of the remainder by making a five percent (5%) deposit of the bid with the Clerk. This procedure shall be repeated until no further qualifying upset bids are received. The Board of Commissioners may at any time reject any and all offers.

Further details may be obtained from the Office of the County Attorney, Suite 551-Courthouse, Fayetteville, NC 28302.

September ___, 2021

Candice White, Clerk to the Board



OFFICE OF THE COUNTY ATTORNEY

**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 20,
2021**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COUNTY ATTORNEY

DATE: 9/15/2021

**SUBJECT: ACCEPTANCE OF OFFER TO PURCHASE SURPLUS PROPERTY
LOCATED AT 6722 BALDOON DRIVE, FAYETTEVILLE**

BACKGROUND

The County and the City of Fayetteville acquired the real property with the PIN 9497-79-1976, being Lot 106 Loch Lomond, Section 2, Part 1, Plat Book 28, Page 3, located at 6722 Baldoon Drive, Fayetteville, at a tax foreclosure sale in 2009 for a purchase price of \$9,867.94. The property is zoned SF10 with a tax value of \$10,000.00. The City conveyed its interest in the property to the County August 30, 2021, by a quitclaim deed recorded in Book 11233 at Page 773. Based on the GIS Mapping and the tax records, there is no structure on the lot. Michael Nepstad on behalf of MDN Rentals, LLC, made an offer to purchase the property for \$9,867.94. If the Board proposes to accept this offer, the proposed sale must be advertised subject to the upset bid process of G. S. § 160A-269. The proposed advertisement is included in the recommendation below.

RECOMMENDATION / PROPOSED ACTION

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

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

Take notice that the Board of Commissioners finds the real property with 9497-79-1976, being Lot 106 Loch Lomond, Section 2, Part 1, Plat Book 28, Page 3, located at 6722 Baldoon Drive, Fayetteville, is not needed for governmental purposes and proposes to accept an offer to purchase the property for \$9,867.94. 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.

September ___, 2021

Candice White, Clerk to the Board



OFFICE OF THE COUNTY ATTORNEY

**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 20,
2021**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COUNTY ATTORNEY

DATE: 9/15/2021

**SUBJECT: ACCEPTANCE OF OFFER TO PURCHASE SURPLUS PROPERTY
LOCATED AT 7005 RYAN STREET, FAYETTEVILLE**

BACKGROUND

The County and the City of Fayetteville acquired the real property with the PIN 9497-69-3948, being Major Part Lot 14 Loch Lomond, Section 2, Part 1, Plat Book 28, Page 3, located at 7005 Ryan Street, Fayetteville, at a tax foreclosure sale in 2013 for a purchase price of \$11,740.37. The property is zoned SF10 with a tax value of \$9,500.00. The City conveyed its interest in the property to the County August 30, 2021, by a quitclaim deed recorded in Book 11233 at Page 773. Based on the GIS Mapping and the tax records, there is no structure on the lot. Michael Nepstad on behalf of MDN Rentals, LLC, made an offer to purchase the property for \$11,740.37. If the Board proposes to accept this offer, the proposed sale must be advertised subject to the upset bid process of G. S. § 160A-269. The proposed advertisement is included in the recommendation below.

RECOMMENDATION / PROPOSED ACTION

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

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

Take notice that the Board of Commissioners finds the real property with PIN 9497-69-3948, being Major Part Lot 14 Loch Lomond, Section 2, Part 1, Plat Book 28, Page 3, located at 7005 Ryan Street, Fayetteville, is not needed for governmental purposes and proposes to accept an offer to purchase the property for

\$11,740.37. 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.

September ___, 2021

Candice White, Clerk to the Board



BUDGET DIVISION

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 20, 2021

TO: BOARD OF COUNTY COMMISSIONERS

FROM: AMY CANNON, COUNTY MANAGER

DATE: 9/14/2021

**SUBJECT: APPROVAL OF BUDGET ORDINANCE AMENDMENTS FOR THE
SEPTEMBER 20, 2021 BOARD OF COUNTY COMMISSIONERS'
AGENDA**

BACKGROUND

General Fund 101

1) Emergency Services Grants – Budget Ordinance Amendment B220230 to recognize a grant from South River Electric Membership Corporation in the amount of \$4,989

The Board is requested to approve Budget Ordinance Amendment B220230 to recognize a grant from South River Electric Membership Corporation's Operation Round Up Program in the amount of \$4,989. These funds will be used to purchase smoke detector alarms as part of the department's Fire Prevention Outreach Program.

Please note this amendment requires no additional county funds.

Capital Investment Fund 107 / Bragg Estates Water and Sewer District Capital Project Fund 416 / Bragg Estates Water and Sewer Operating Fund 609

2) Bragg Estates Water and Sewer District Capital Project – Budget Ordinance Amendment B220082 to close the Bragg Estate Water and Sewer District Project

The Board is requested to approve Budget Ordinance Amendment B220082 to close out the Bragg Estates Water and Sewer District capital project in accordance with the Cumberland County Board of Commissioners action taken on March 15, 2021. To close out the capital project fund, all previously capitalized costs and

revenues within the project will be transferred to the operating fund and expensed. In order to balance the Bragg Estates Water and Sewer operating fund, a transfer from the Capital Investment Fund is needed.

Please note this amendment requires a fund balance appropriation of \$124,114 from the Capital Investment Fund to be transferred to the Bragg Estates Water and Sewer operating fund.

Juvenile Crime Prevention Fund 245

3) Juvenile Crime Prevention – Budget Ordinance Amendment B220019 to align the In-Kind amount approved by the North Carolina Department of Public Safety, Division of Juvenile Justice in the amount of \$199,400

The Board is requested to approve Budget Ordinance Amendment B220019 to align the In-Kind amount approved by the North Carolina Department of Public Safety, Division of Juvenile Justice, in the amount of \$199,400. This is for the program Changing Our Lives Today, Inc.

Please note this amendment requires no additional county funds.

REGARDING THE FOLLOWING ITEMS #4-#9 PLEASE NOTE:

Each fiscal year County departments may have projects that have been approved and initiated but were not complete by the fiscal year end (6/30/21) 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

4) Sheriff’s Office / Detention Center / Jail Health– Budget Ordinance Amendment B220095 to re-appropriate FY21 funds in the amount of \$311,951

The Board is requested to approve Budget Ordinance Amendment B220095 to re-appropriate FY21 funds in the total amount of \$311,951. These are for services and items ordered before June 30, 2021 however the invoices and items were received after July 1, 2021.

Capital Investment Fund 107

5) Capital Investment - Vehicles – Budget Ordinance Amendment B220096 to re-appropriate FY21 funds in the amount of \$410,329

The Board is requested to approve Budget Ordinance Amendment B220096 to re-appropriate FY21 funds in the amount of \$410,329. This amount represents remaining funds dedicated for vehicles at the Cumberland County Sheriff Office, Detention Center, and School Law Enforcement. Funding was identified during the FY21 budget year.

6) Capital Investment - Technology – Budget Ordinance Amendment B221113 to re-appropriate FY21 funds in the amount of \$747,400

The Board is requested to approve Budget Ordinance Amendment B221113 to re-appropriate FY21 funds in the amount of \$747,400. These funds are needed to complete various technology projects that were budgeted but not completed in FY21.

7) Capital Investment Preliminary Capital – Budget Ordinance Amendment B220332 to re-appropriate FY21 funds in the amount of \$500,000

The Board is requested to approve Budget Ordinance Amendment B220332 to re-appropriate FY21 funds in the amount of \$500,000. These funds are needed to continue the General Government Services Building study.

Emergency Rental Assistance Fund 269

8) Emergency Rental Assistance – Budget Ordinance Amendment B221112 to re-appropriate FY21 funds in the amount of \$3,049,078

The Board is requested to approve Budget Ordinance Amendment B221112 to re-appropriate FY21 funds in the amount of \$3,049,078. These funds were approved during the Cumberland County Board of Commissioners' meeting on June 21, 2021 and will be used for rental assistance for households affected by the pandemic.

Solid Waste Fund 625

9) Solid Waste Administration, Ann Street, Wilkes Road, and Container Sites – Budget Ordinance Amendment B220180 to re-appropriate FY21 funds in the amount of \$850,033

The Board is requested to approve Budget Ordinance Amendment B220180 to re-appropriate FY21 funds in the amount of \$850,033. These funds are for projects and capital items that were not completed or secured in FY21.

RECOMMENDATION / PROPOSED ACTION

Approve Budget Ordinance Amendments



COMMUNITY TRANSPORTATION PROGRAM (CTP)

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 20, 2021

TO: BOARD OF COUNTY COMMISSIONERS

FROM: RAWLS HOWARD, AICP, DIRECTOR PLANNING AND INSPECTIONS

DATE: 9/20/2021

**SUBJECT: REQUEST FOR APPROVAL OF SUBMISSION OF FY2022 AND FY2023
RURAL OPERATING ASSISTANCE PROGRAM (ROAP) APPLICATIONS
FOR THE COMMUNITY TRANSPORTATION PROGRAM GRANT
FUNDS**

BACKGROUND

Staff requests approval for the submission of the FY2022 and FY2023 ROAP Applications for the Community Transportation Program Grant Funds. The application submission is due no later than October 1, 2021. FY2023 application awards will be announced during the FY23 Fiscal Year with a short turnaround time. This is an annual request that funds the Cumberland County Community Transportation Program which coordinates existing transportation programs operating in Cumberland County using local transportation providers. The funding periods will run from July 1, 2021 to June 30, 2023. Funding will be used to provide trips to work, school, medical, and general errands.

The Community Transportation Program is requesting funding in the following amounts from the NC Department of Transportation (a local match is required for RGP only a 10% local match) as noted below and is typically funded in the local FY Budget):

Project:	Total Amt.:	Local Share:
FY2022 ROAP (actual)	\$348,225	\$8,628 (10% RPG Only)
FY2023 ROAP (estimated)	\$348,225	\$8,628 (10% RPG Only)
Total of Projects:	\$696,450	\$17,256

RECOMMENDATION / PROPOSED ACTION

Staff requests the Board approve the submission of the applications for FY2022 and FY2023 Rural Operating Assistance Program (ROAP) for the Community Transportation Program Grant Funds.

ATTACHMENTS:**Description**

FY 2022 Application

Certified Statement

FY2022 Allocation Table PDF

Type

Backup Material

Backup Material

Backup Material

Application for Transportation Operating Assistance

FY2022 Rural Operating Assistance Program (ROAP) Funds

Name of Applicant (County)	Cumberland
County Manager	Amy Cannon
County Manager's Email Address	acannon@co.cumberland.nc.us
County Finance Officer	Vicki Evans
CFO's Email Address	vevans@co.cumberland.nc.us
CFO's Phone Number	910-678-7750
Person Completing this Application	Ifetayo Farrakhan
Person's Job Title	Cumberland County Transportation Program Coordinator
Person's Email Address	ifarrakhan@co.cumberland.nc.us
Person's Phone Number	910-678-7624
Community Transportation System	Cumberland County
Name of Transit Contact Person	Ifetayo Farrakhan
Transit Contact Person's Email Address	ifarrakhan@co.cumberland.nc.us

Application Completed by: _____ Date: _____
Signature

I certify that the content of this application is complete and accurately describes the county's administration of the ROAP Program, and the use of the ROAP funds in accordance with applicable state guidelines. I certify and understand that if the monthly and annual milestone reports and any other status reports required by the Integrated Mobility Division (IMD) are not submitted on or before the due dates, the next scheduled disbursement will be held until all reports are submitted.

I further certify that ROAP funds will only be used for program purposes to provide trips and will not be used for Administrative or Operational expenses. If it is determined that ROAP funds have been misused, repayment of funds must be made.

Transit Director: _____ Date: _____
Signature

County Manager: _____ Date: _____
Signature

County Finance Officer: _____ Date: _____
Signature

Application Instructions

County officials should read the **ROAP Program Administration Guide** which contains guidance on the administration of the ROAP Program and information about the preparation of grant applications.

- The application must be completed by an official of the county or his/her designee.
- Click on the **gray rectangle** and type each answer. If necessary, the text will automatically wrap to the next row. The answer may wrap to the next page if necessary.
- If the county wishes to explain their response to any questions or provide more information, the county may include additional pages with this application form. All the pages of the application and any pages added by the applicant should be scanned into the same file.
- If there are questions regarding this application, contact the NCDOT-IMD Regional Grant Specialist assigned to the area served by the transit system.

FY2022 ROAP Program Schedule

Application Deadline **October 1, 2021**

Anticipated Funds Disbursement **October 30, 2021**

***Counties with unspent FY 2020/FY 2021 Carryover funding will retain the funds and the allocation will be adjusted accordingly.**

***Monthly reports due on 30th of month following reporting period.**

County's Management of ROAP Funds

County governments or regional public transportation authorities created pursuant to Article 25 or Article 26 of Chapter 160A of the General Statutes (upon written agreement with municipalities or counties served) are the only eligible applicants for ROAP funds. As a recipient of ROAP funds, the county must implement administrative processes that will ensure the following:

- ROAP funds are expended on needs identified through a public involvement and/or planning process
- **ROAP funds are expended only on eligible activities as described in Appendix A of the ROAP Guidance.**
- **Supporting documentation of expenditures by all sub-recipients is required.**
- Service recipients meet eligibility requirements and their eligibility is documented.
- Trips funded with ROAP funding are monitored and evaluated throughout the period of performance.
- An accounting of trips and expenditures is provided on a monthly basis to IMD with supporting documents.
- ROAP funds received and expended are included in the local annual audit.

ROAP funds shall be disbursed in the traditional program allocations in each of the ROAP programs, however, if it is determined that a lump-sum payment can be made to the County, IMD reserves the right to change the method of distributing the funds. Counties have the flexibility to determine how the funding will be used to meet the needs of the citizens and how to sub-allocate the funding to meet the transportation needs, but the guidelines for each program used must be followed and trips accounted for by program used.

Transportation Needs and Public Involvement in Funding Decisions	Yes	No
A. Did the county ask the Community Transportation Advisory Board (TAB), which is affiliated with the Community Transportation System, to recommend how the ROAP funds should be sub-allocated?	X	

B. Were outreach efforts conducted to inform agencies about the availability of ROAP funds and to discuss transportation needs BEFORE the county decided how to sub-allocate the ROAP funds?	X	
C. Is the method used to sub-allocate the ROAP funds fair and equitable? Open and transparent?	X	
Financial Management of ROAP Funds	Yes	No
D. Does the county pass through any ROAP funds to agencies or organizations that are not county governmental departments or agencies?		X
E. If yes, does the county have a written agreement with these agencies that addresses the proper use, return and accountability of these funds? <i>(Include a sample agreement with application)</i>		
F. Do any of the organizations or departments receiving ROAP funds plan to use private transit contractors to provide the ROAP funded trips? <i>(Their procurement practices will need to meet all federal and state requirements for procurement of professional services.)</i>	X	
G. Are ROAP funds deposited in an interest-bearing account?	X	
H. Does the county provide local funds for transportation operating assistance to any of the ROAP sub-recipients in addition to the state ROAP funds?	X	
Monitoring and Oversight Responsibilities	Yes	No
I. Subrecipients of ROAP funds are required to provide sufficiently detailed progress reports and statistical data about trips provided and rider eligibility with ROAP funds. How frequently are these provided to the county? In what format? The County must be prepared to provide documentation that an eligible citizen was provided an eligible service or trip on the billed date, by whatever conveyance, at a specific cost. What form of documentation is collected? Quarterly reports are provided to the Transportation Advisory Board. Monthly reports are made available upon request.	X	
J. Does the county require the subrecipients of ROAP funds to use the coordinated transportation services of the federally funded Community Transportation System operating in the county?		X
K. Will any of the subrecipients use their ROAP sub-allocation as matching funds for any of the following programs? <i>(Matching funds for operating assistance or purchase of service only.)</i> 5310 – Elderly Individuals and Individuals with Disabilities Program Yes 5311 - Non-urbanized Area Formula Program 5316 – Job Access and Reverse Commute Program (JARC) 5317 – New Freedom Program		
L. Will any of the subrecipients charge a fare for a ROAP funded trip? Yes		
M. Describe the eligibility criteria to be used in this county to determine who will be provided ROAP funded trips. What documents are used to determine eligibility? The Community Transportation Program conducts an intake to determine DSS individuals, Workforce Development program participants and or the general public without transportation available through any other means (does not live in an area served by Fayetteville Area System of Transit) who need to travel to work, employment training and or employment related destinations and Personal care activities, medical appointments, pharmacy pick-up, shopping, bill paying, meetings, classes, and banking.		
N. Since the subrecipient can only use RGP funds to pay for 90% of the cost of a trip, will the Community Transportation System use fare revenue to generate the local 10% match requirement for RGP funds?	X	

CERTIFIED STATEMENT
FY2022
RURAL OPERATING ASSISTANCE PROGRAM
County of **Cumberland**

WHEREAS, the state-funded, formula-based Rural Operating Assistance Program (ROAP) administered by the North Carolina Department of Transportation, Integrated Mobility Division provides funding for the operating cost of passenger trips for counties within the state;

WHEREAS, the county uses the most recent transportation plans (i.e. CCP, CTIP, LCP) available and other public involvement strategies to learn about the transportation needs of agencies and individuals in the county before determining the sub-allocation of these ROAP funds;

WHEREAS, the county government or regional public transportation authorities created pursuant to Article 25 or Article 26 of Chapter 160A of the General Statutes (upon written agreement with the municipalities or counties served) are the only eligible recipients of Rural Operating Assistance Program funds which are allocated to the counties based on a formula as described in the Program Guidelines included in the ROAP State Management Plan. NCDOT will disburse the ROAP funds only to counties and eligible transportation authorities and not to any sub-recipients selected by the county;

WHEREAS, the county finance officer will be considered the county official accountable for the administration of the Rural Operating Assistance Program in the county, unless otherwise designated by the Board of County Commissioners;

WHEREAS, the passenger trips provided with ROAP funds must be accessible to individuals with disabilities and be provided without discrimination on the basis of national origin, creed, age, race or gender (FTA C 4702.1B, FTA C 4704.1A, Americans with Disabilities Act 1990); and

WHEREAS, the period of performance for these funds will be July 1, 2021 to June 30, 2022 regardless of the date on which ROAP funds are disbursed to the county.

NOW, THEREFORE, by signing below, the duly authorized representatives of the County of Cumberland North Carolina certify that the following statements are true and accurate:

- The county employed a documented methodology for sub-allocating ROAP funds that involved the participation of eligible agencies and citizens. Outreach efforts to include the participation of the elderly and individuals with disabilities, persons with limited English proficiency, minorities and low-income persons in the county's sub-allocation decision have been documented.
- The county will advise any sub-recipients about the source of the ROAP funds, specific program requirements and restrictions, eligible program expenses and reporting requirements. The county will be responsible for invoicing any sub-recipients for unexpended ROAP funds as needed.
- The county will monitor ROAP funded services routinely to verify that ROAP funds are being spent on allowable activities and that the eligibility of service recipients is being properly documented. The county will maintain records of trips for at least five years that prove that an eligible citizen was provided an eligible transportation service on the billed date, by whatever conveyance at the specified cost.
- The county will be responsible for monitoring the safety, quality, and cost of ROAP funded services and assures that any procurements by subrecipients for contracted services will follow state and federal guidelines.
- The county will conduct regular evaluations of ROAP funded passenger trips provided throughout the period of performance.

- The county will only use the ROAP funds to provide trips when other funding sources are not available for the same purpose or the other funding sources for the same purpose have been completely exhausted.
- The county assures that the required matching funds for the FY2022 ROAP can be generated from fares and/or provided from local funds.
- The county will notify the Regional Grant Specialist assigned to the county if any ROAP funded services are discontinued before the end of the period of performance due to the lack of funding. No additional ROAP funds will be available.
- The county will provide an accounting of trips and expenditures in monthly reports to NCDOT – Integrated Mobility Division or its designee. **Back-up documentation is required to support the monthly reports, failure to provide documentation will affect future disbursements. The June report will be considered the annual report.**
- Any interest earned on the ROAP funds will be expended for eligible program uses as specified in the ROAP application. The County will include ROAP funds received and expended in its annual independent audit on the schedule of federal and state financial assistance. Funds passed through to other agencies will be identified as such.
- The county is applying for the following amount of FY2022 Rural Operating Assistance Program funds:

State-Funded Rural Operating Assistance Program	Allocated	Requested
Elderly and Disabled Transportation Assistance Program (EDTAP)	<u>179,145</u>	<u>179,145</u>
Employment Transportation Assistance Program (EMPL)	<u>82,800</u>	<u>86,800</u>
Rural General Public Program (RGP)	<u>86,280</u>	<u>86,280</u>
TOTAL	<u>348,225</u>	<u>348,225</u>

WITNESS my hand and county seal, this ____ day of ____, 2021 .

Signature of County Manager/Administrator

Amy Cannon

Printed Name of County Manager/Administrator

Signature of County Finance Officer

Vicki Evans

Printed Name of County Finance Officer

State of North Carolina County of Cumberland

County Seal Here

2022	FY2022 Total Allocation			
COUNTIES	EDTAP	EMPL	RGP	Total
Alamance	\$ 119,320	\$ 39,687	\$ 86,742	\$ 245,749
Alexander	\$ 70,093	\$ 11,255	\$ 75,941	\$ 157,289
Alleghany	\$ 57,792	\$ 5,363	\$ 54,433	\$ 117,588
Anson	\$ 64,671	\$ 9,129	\$ 70,377	\$ 144,177
Ashe	\$ 65,782	\$ 9,484	\$ 70,713	\$ 145,979
Avery	\$ 59,737	\$ 6,967	\$ 61,139	\$ 127,843
Beaufort	\$ 79,563	\$ 14,370	\$ 91,385	\$ 185,318
Bertie	\$ 62,586	\$ 8,389	\$ 64,657	\$ 135,632
Bladen	\$ 72,342	\$ 12,323	\$ 78,697	\$ 163,362
Brunswick	\$ 118,790	\$ 32,718	\$ 111,329	\$ 262,837
Buncombe	\$ 169,134	\$ 58,358	\$ 101,104	\$ 328,596
Burke	\$ 102,435	\$ 24,079	\$ 82,316	\$ 208,830
Cabarrus	\$ 111,989	\$ 46,635	\$ 77,960	\$ 236,584
Caldwell	\$ 95,441	\$ 22,481	\$ 72,029	\$ 189,951
Camden	\$ 55,410	\$ 5,149	\$ 53,247	\$ 113,806
Carteret	\$ 91,305	\$ 19,970	\$ 110,273	\$ 221,548
Caswell	\$ 64,612	\$ 8,374	\$ 67,117	\$ 140,103
Catawba	\$ 117,041	\$ 40,187	\$ 96,935	\$ 254,163
Chatham	\$ 80,655	\$ 17,668	\$ 100,706	\$ 199,029
Cherokee	\$ 68,680	\$ 9,452	\$ 70,624	\$ 148,756
Chowan	\$ 59,758	\$ 6,425	\$ 58,106	\$ 124,289
Clay	\$ 57,038	\$ 5,195	\$ 53,860	\$ 116,093
Cleveland	\$ 103,987	\$ 27,801	\$ 130,905	\$ 262,693
Columbus	\$ 85,909	\$ 17,730	\$ 101,822	\$ 205,461
Craven	\$ 102,770	\$ 26,721	\$ 96,678	\$ 226,169
Cumberland	\$ 179,145	\$ 82,800	\$ 86,280	\$ 348,225
Currituck	\$ 60,729	\$ 9,665	\$ 66,943	\$ 137,337
Dare	\$ 68,053	\$ 17,216	\$ 77,415	\$ 162,684
Davidson	\$ 130,817	\$ 42,125	\$ 121,085	\$ 294,027
Davie	\$ 69,624	\$ 12,223	\$ 77,675	\$ 159,522
Duplin	\$ 79,773	\$ 17,258	\$ 102,233	\$ 199,264
Durham	\$ 147,412	\$ 70,759	\$ 58,375	\$ 276,546
Eastern Band of the Cherokee	\$ -	\$ -	\$ 51,341	\$ 51,341
Edgecombe	\$ 82,481	\$ 19,406	\$ 82,747	\$ 184,634
Forsyth	\$ 184,430	\$ 89,458	\$ -	\$ 273,888
Franklin	\$ 80,295	\$ 17,700	\$ 99,492	\$ 197,487
Gaston	\$ 152,123	\$ 54,954	\$ 90,781	\$ 297,858
Gates	\$ 56,804	\$ 5,469	\$ 55,485	\$ 117,758
Graham	\$ 54,733	\$ 5,651	\$ 51,635	\$ 112,019
Granville	\$ 86,182	\$ 16,511	\$ 102,685	\$ 205,378
Greene	\$ 60,588	\$ 7,690	\$ 64,738	\$ 133,016
Guilford	\$ 232,892	\$ 128,994	\$ 105,761	\$ 467,647
Halifax	\$ 86,951	\$ 17,943	\$ 98,383	\$ 203,277



FINANCE OFFICE

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 20, 2021

TO: BOARD OF COUNTY COMMISSIONERS

FROM: VICKI EVANS, FINANCE DIRECTOR

DATE: 9/13/2021

**SUBJECT: CONTRIBUTION TO THE MARTIN LUTHER KING, JR. PARK AND
HISTORIC ORANGE STREET SCHOOL AND APPROVAL OF BUDGET
ORDINANCE AMENDMENT #B220344**

BACKGROUND

During the September 9, 2021 Agenda Session meeting, the Board of Commissioners received a presentation from the MLK Board of Director members regarding development plans for the Martin Luther King, Jr. Park. Following the presentation, the Board of Commissioners unanimously approved a funding commitment of \$2,500,000 for the Martin Luther King, Jr. Park and \$500,000 for the historic Orange Street School project. The Board requested that staff work to develop parameters prior to paying out any funds for the two commitments which will be funded through the capital investment fund.

RECOMMENDATION / PROPOSED ACTION

At the September 9, 2021 Agenda Session, the Board approved placing the following action as a Consent Item on the September 20, 2021 Board of Commissioner's Meeting:

Approve Budget Ordinance Amendment #B220344 which allocates \$2,500,000 to the Martin Luther King, Jr. Park, and \$500,000 to the historic Orange Street School project utilizing capital investment fund balance totaling \$3,000,000.



PLANNING AND INSPECTIONS DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 20, 2021

TO: BOARD OF COUNTY COMMISSIONERS

FROM: RAWLS HOWARD, DIRECTOR OF PLANNING AND INSPECTIONS

DATE: 9/20/2021

SUBJECT: FAMPO COMMUTER RAIL FEASIBILITY STUDY

BACKGROUND

The Fayetteville-Raleigh Commuter Rail Feasibility Study was jointly supported by the Fayetteville and Capital Area Metropolitan Planning Organizations (MPOs) and local governments inside the study area. The MPOs are an ideal vehicle for undertaking this type of study, closely connected to both the local governments and state department of transportation, which would be the primary stakeholders in any new passenger rail venture. The private operators in these corridors were also invited to participate and did so to the extent that they wished to be involved.

The study's objectives were to:

- (1) assess suitability of two active rail corridors for new or additional passenger rail services;
- (2) understand costs for reasonably implementing commuter rail service;
- (3) conduct a preliminary estimate of anticipated passenger boardings for scenario-driven train and frequency configurations; and
- (4) if no fatal flaws were discovered in either of the two routes, then determine if a Phase II exercise is viable to advance passenger rail service in one of these two corridors.

While both corridors were determined to have both advantages and disadvantages, the Cumberland County Commission voted unanimously to recommend the Eastern Corridor alignment which comprises the CSX A-Line between Fayetteville and Selma and the NS H-Line between Selma and Raleigh for detailed study.

The costs of a future detailed study would more than likely be shared by CAMPO, FAMPO, NCDOT and possibly other local governments affected by the selected corridor. The estimated cost of a detailed commuter rail study is \$300,000.00 where funding allocations could be made for FY 2022/23 (beginning July 1, 2022).

RECOMMENDATION / PROPOSED ACTION

The Board of Commissioners considered this item at their September 9th, 2021 Regular Agenda Session. The Board approved this item to move forward to the September 20, 2021 Board of Commissioners' Regular Meeting as a Consent Agenda Item for approval. FAMPO staff recommends the Board of Commissioners authorize FAMPO to coordinate with affected local governments, the Capital Area MPO and NCDOT and to obtain FAMPO grant funding approval for the Eastern Commuter Rail Corridor between Fayetteville and Raleigh beginning July 1, 2022. Proposed grant funds would not exceed \$150,000.00 (\$120,000.00 Federal and \$30,000.00 Local Match) for FAMPO.



COMMUNITY DEVELOPMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 20, 2021

TO: BOARD OF COUNTY COMMISSIONERS

FROM: DEE TAYLOR, DIRECTOR OF COMMUNITY DEVELOPMENT

DATE: 9/13/2021

SUBJECT: IMPLEMENTATION OF THE THREE-YEAR HOMELESSNESS STRATEGIC PLAN

BACKGROUND

At the Board of Commissioners' meeting held on January 19, 2021, the Board approved a Request for Proposal (RFP) to seek a firm to develop a Three-Year Homelessness Plan that would involve the following activities:

- Provide a model continuum of homeless services, resources and best practices for a community of similar size and demographics of our community;
- Assess the current continuum of homeless services and resources in our community;
- Identify needs and gaps in the continuum of homeless services and resources in our community; and
- Provide a recommended plan of implementation of identified deficits in homeless services and resources.

The RFP was released on January 19, 2021 and OrgCode Consulting, Inc. was selected to carryout the scope of services outlined in the RFP. OrgCode began performing the work in March 2021 and completed the project by the end of June 2021.

At the August 2, 2021 Board of Commissioners' meeting, Ms. Cindy Crain from OrgCode Consulting, Inc. presented the Homelessness Strategic Plan. The structure of the plan outlines the following:

- four major impact areas to address;
- objectives for addressing the impact areas;
- leading voices to advocate on behalf of the homeless; and
- recommended actions steps to be completed by the leaders and the community.

As part of the Homelessness Strategic Plan, OrgCode recommended the County carryout the next steps which include planning, organizing, and taking action to implement the plan. At the August 2, 2021 meeting County Management recommended engaging OrgCode in assisting the County with the development of an implementation plan based upon the study findings.

RECOMMENDATION / PROPOSED ACTION

At the September 9, 2021 Agenda Session, the Board approved placing the following action as a Consent Item on the September 20, 2021 Board of Commissioner's Meeting:

Ask OrgCode to develop a scope of work detailing an implementation plan for recommendations from the Homeless Strategic Plan and present the proposed contract at the October Agenda Session meeting.

ATTACHMENTS:

Description	Type
OrgCode - Homelessness Strategic Plan Presentation	Backup Material



Cumberland County 2021-2024 Homelessness Strategic Plan

How we learned about the Community's needs

- Community Survey
- Brief Survey of unsheltered people by The Salvation Army Street Outreach team
- Homeless Service Providers survey
- Homeless Service Providers interviews
- Conversations with elected and government officials
- Group conversations with stakeholders in shelter, housing, and the coordinated entry system
- HMIS, HUD, NLIHC and Census and other local data analysis
- Virtual Three-Session strategic planning retreat

Community Opinion on Needs

HOUSING – Build more housing, develop collaboration with landlords, provide sufficient housing subsidies and assure long term access to affordable housing.	24%
SYSTEM IMPROVEMENTS – From outreach, to shelter, to housing, need for more resources to improve the efficiency, effectiveness, cooperation and collaboration throughout the system of care.	20%
SHELTER – The building or provision of day shelter and more emergency shelter beds. Services in shelter that provide connections to wellness supports, basic needs, employment and housing.	15%
WELLNESS – The community wants to see that the needed health care, mental health care, behavioral care and supports will be available to persons experiencing homelessness.	12%

Community Opinion on Needs

REDUCING HOMELESSNESS – Primary measure of accomplishment would be overall reduction in homelessness.	12%
OUTREACH – Street outreach, and pathways to supports, housing for the unsheltered. Desire for reduction in nuisance activity and panhandling.	10%
EMPLOYMENT – Long-term stability and self-sufficiency is the goal of incorporating employment to homeless services. Helping people find meaningful work to meet housing needs.	10%
A PLAN - To actually produce, approve, and implement the plan with cooperation and community collaboration.	9%
AWARENESS – Raise the awareness of the community on the solutions to homelessness and support more housing.	8%

Highlights of Gaps Analysis

	2020		2021
Rank	County	Rank	County
1	Cumberland, NC	1	Mecklenburg, NC
2	Mecklenburg, NC	2	Cumberland, NC
3	Buncombe, NC	3	Pitt, NC
4	Pitt, NC	4	Wilson, NC
5	Edgecombe, NC	5	Edgecombe, NC

Cumberland County has a higher volume of persons seeking assistance with Housing and Emergency Shelter through 2-1-1 compared to other North Carolina counties.

Highlights of Gaps Analysis

	Fayetteville/ Cumberland County CoC (NC-511)	Shreveport LA/NW LA CoC (LA-502)	Huntsville/North Alabama CoC (AL-503)	Asheville Buncombe County CoC (NC-501)	Raleigh/Wake County CoC (NC-507)
<i>ES Beds per 1,000 population</i>	38 beds .113 beds per 1000	253 beds .537 per 1000	530 beds .896 per 1000	259 beds .9916 per 1000	509 beds .454 per 1000
<i>% UN of PIT</i>	55%	14%	28%	12%	24%

- Cumberland County has a comparatively **very high number of unsheltered homeless** as a portion of all persons experiencing homelessness
- Cumberland County has a comparatively **low number of emergency shelter beds**

Highlights of Gaps Analysis

North Carolina Housing Gap Data US Census Data & analysis by National Low Income Housing Coalition	North Carolina	Cumberland County	Charlotte- Concord- Gastonia, NC-SC	Raleigh, NC	Virginia Beach- Norfolk- Newport News, VA-NC
Extremely Low Income Households and Available Rentals					
EXTREMELY LOW INCOME RENTER HOUSEHOLDS	347,275	9,445	67,121	43,823	50,311
AFFORDABLE AND AVAILABLE RENTAL HOMES	156,365	5,141	25,198	14,978	17,623
Surplus (Deficit) of Affordable & Available Rental Units					
AT OR BELOW EXTREMELY LOW INCOME	-190,910	-4,305	-41,923	-28,845	-32,688
Affordable and Available Rental Units per 100 Households at or below Threshold					
AT OR BELOW EXTREMELY LOW INCOME	45	22	38	34	35
% of Renter Households with Cost Burden					
AT EXTREMELY LOW INCOME	85%	90%	87%	84%	85%
% of Renter Households with Severe Cost Burden					
AT EXTREMELY LOW INCOME	66%	84%	67%	68%	72%

- Cumberland has fewer Affordable and Available Rental units for extremely low income hhlds (22/100) compared to other North Carolina communities – only half of the statewide average (45/100)
- Cumberland has higher Renter Cost Burdens for extremely low income hhlds (90% and 84%) compared to other North Carolina Communities.



Homelessness Strategic Plan

Mission and Vision of the Strategic Plan

Our Vision

Our system of care will meet the needs of all people at risk of and experiencing homelessness through a collaborative process anchored by our shared vision and priorities and supported by an innovative housing focused service delivery approach that is holistic, trauma informed, and culturally competent.

Our Mission

To make homelessness a rare, brief and one-time experience in Cumberland County.

Structure of the Homelessness Strategic Plan

Impact Areas: These are prioritized categories of need observed by leaders, providers and the community.

Objectives: Specific strategic transformations needed by the systems of care impacting households experiencing homelessness within the impact area essential to realize meaningful change.

Leading Voices: These organizations with the expertise, experience and knowledge of resources, needs and experiences of people at risk of and experiencing homelessness.

Action Steps: Representing the work that needs to be completed by leaders, providers and the community in order to create the transformation envisioned through the stated strategic objective.

Impact Areas of the Strategic Plan



ACCESS TO ASSISTANCE

The front door of the homeless response system is sufficiently resourced, staffed and coordinated to provide a person centered housing focused approach to serve all people who are at risk of and experiencing homelessness.



PERMANENT HOUSING

People should have access to safe, affordable housing solutions. Our housing first approach recognizes barriers to housing and provides quality housing-based case management that results in long term housing stability.



WELLNESS & OPPORTUNITY

Creating connections to supportive services and social networks addressing the employment, income, physical, mental and spiritual needs of households to facilitate successful return to community and self-sufficiency.



COMMUNITY INVESTMENT

Community partnerships are essential to leverage and grow the funding, resources, leadership and advocacy necessary to achieve the vision and mission of the Homelessness Strategic Plan.

Access to Assistance



ACCESS TO ASSISTANCE Strategic Objectives

Objective 1: Bring the Coordinated Entry System to scale to meet access, assessment, prioritization, and housing referral needs.

Objective 2: Develop the Day Resource Center.

Objective 3: Increase the inventory of year-round emergency shelter beds.

Objective 4: Increase the number and effectiveness of housing navigators and case management services at the front door of the homeless response system.

Objective 5: Provide homeless prevention and shelter diversion programs to people at imminent risk of homelessness.

Objective 6: Create housing – focused street outreach programs to provide direct services to people experiencing unsheltered homelessness.

Permanent Housing



PERMANENT HOUSING Strategic Objectives

Objective 1: Increase the supply of affordable housing for extremely low and very low-income households.

Objective 2: Strengthen the partnerships between the Fayetteville Metropolitan Housing Authority (FMHA) to develop housing opportunities.

Objective 3: Provide quality housing-based case management to support housing stability and self-sufficiency of program participants and to improve exits to permanent housing.

Objective 4: Develop tenancy support programs that assist households in obtaining and maintaining housing stability and self-sufficiency.

Objective 5: Develop a landlord engagement program to expand housing opportunities for households with vouchers, improve tenancy success, and housing program landlord relations.

Objective 6: Develop bridge housing for vulnerable and chronically homeless households to secure housing and prepare for transition to permanent housing.

Wellness & Opportunity



WELLNESS & OPPORTUNITY Strategic Objectives

Objective 1: Create partnerships between basic needs service providers and housing providers to maintain supports for people transitioning to permanent housing.

Objective 2: Align mental health services, engagements with existing homeless service providers (e.g., meals, shelter, street outreach) to secure consistent centralized connections to services.

Objective 3: Develop care transition protocols for mental health, medical, and behavioral health services from the emergency response system setting to housing ensuring no breaks in patient care or services.

Objective 4: Provide opportunities for meaningful skill-building and employment sufficient to maintain housing.

Objective 5: Provide flexible transportation resources to support wellness and employment.

Community Investment



COMMUNITY INVESTMENT Strategic Objectives

Objective 1: Develop grant writing resource / liaison dedicated to seeking and applying for funding opportunities to expand housing and homeless services.

Objective 2: Educate and influence community, business, and organizational leaders to champion and secure funding for solutions to homelessness.




Objective 3: Professionally staff the Continuum of Care nonprofit organization.

Objective 4: Develop marketing and messaging strategies that will inspire community buy-in and support increased local funding.



Measuring and Monitoring the Effectiveness of the Strategic Plan

Measuring Plan Progress – Quarterly Reporting

	Total Action Steps	No Action	In Progress	Completed
Access to Assistance				
Permanent Housing				
Wellness & Opportunity				
Community Investment				
Summary of activity in the quarter:				

Measuring Plan Impact –Quarterly Dashboard

	In the Quarter	Change from last Quarter
Total number of new households entering the homeless system		↓
Number of households entering the homeless system after a previous exit to housing in the last 24 months.		↓
Total number of households exiting the homeless system		↑
Number of households exiting to permanent housing		↑
Significant data findings in the quarter:		

Next Steps – Where do we go from here?

- Community review and endorsement of the Homelessness Strategic Plan.
- Identify the leading body to guide the implementation and measure and monitor the progress of the Homelessness Strategic Plan.
- Determine priority Objectives for year one.
- Seek input from Leading Voices.
- Begin planning, organizing and taking action.



Questions and Comments



Cindy J. Crain, Senior Associate
ccrain@orgcode.com



SHERIFF'S OFFICE

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 20, 2021

TO: BOARD OF COUNTY COMMISSIONERS

FROM: ENNIS WRIGHT, SHERIFF

DATE: 9/12/2021

SUBJECT: CONTRACT WITH GOOD SOURCE SOLUTIONS, INC FOR FOOD PRODUCTS FOR DETENTION CENTER

BACKGROUND

The Cumberland County Sheriff's Office submitted this item to the Board of Commissioners' September 9, 2021 Agenda Session for consideration of renewing the contract with Good Source Solutions, Inc for food products for the Detention Center. Bid 18-8-DC was originally awarded on April 16, 2018, which allowed for an initial term ending June 30, 2020 with annual renewal options until June 30, 2023. Good Source provides "correctional specific" meats and beverages that meet governmental nutritional regulations. The term of the renewal is July 1, 2021 to June 30, 2022 totaling \$175,000.

RECOMMENDATION / PROPOSED ACTION

At the September 9, 2021 Agenda Session, the Board approved placing the following action as a Consent Item on the September 20, 2021 Board of Commissioner's Meeting:

Approve the contract renewal with Good Source Solutions, Inc for food products at the Detention Center for \$175,000 for the July 1, 2021 through June 30, 2022 term and authorize Board of Commissioners' Chairman to sign the contract.

ATTACHMENTS:

Description

Type



SHERIFF'S OFFICE

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 20, 2021

TO: BOARD OF COUNTY COMMISSIONERS

FROM: ENNIS WRIGHT, SHERIFF

DATE: 9/12/2021

**SUBJECT: CONTRACT WITH MOBILE COMMUNICATIONS AMERICA FOR
EMERGENCY RESPONDER RADIO COVER BI-DIRECTIONAL
AMPLIFIER PROJECT**

BACKGROUND

Mobile Communications America was awarded Bid 21-18-SO by the BOCC on April 19, 2021 for bi-directional amplifiers/repeaters for the Detention Center, Courthouse, and Law Enforcement Center to accommodate the transition to a 925 NC State Viper Radio Network. A contract totaling \$485,577.09 for this project was prepared and presented to the Board of Commissioners' at their September 9, 2021 Agenda Session for consideration.

RECOMMENDATION / PROPOSED ACTION

At the September 9, 2021 Agenda Session, the Board approved placing the following action as a Consent Item on the September 20, 2021 Board of Commissioner's Meeting:

Approve the contract in the amount of \$485,577.09 to Mobile Communications America and authorize the Board Chairman to sign the contract.

ATTACHMENTS:

Description

Type



PUBLIC LIBRARY AND INFORMATION CENTER

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 20, 2021

TO: BOARD OF COUNTY COMMISSIONERS

FROM: FAITH PHILLIPS, LIBRARY DIRECTOR

DATE: 9/15/2021

SUBJECT: AMENDMENT TO BAKER & TAYLOR AGREEMENT FOR LIBRARY BOOKS AND AUDIOVISUAL MATERIALS FOR FY22

BACKGROUND

The Cumberland County Public Library entered into the Public Library Books and Audiovisual Materials Agreement with Baker & Taylor on July 1, 2020 (historical agreement provided for information). Baker & Taylor was awarded as the primary vendor in a formal bid award for books and audiovisual materials on June 15, 2020. Baker and Taylor was selected as the vendor due to their ability to offer the highest average discount for books and audiovisual materials. Baker and Taylor was also selected because they offered the largest collection of juvenile materials for purchase. In order to continue to purchase a greater amount of materials for the community at a discounted rate, and in order to provide the community with a large selection of juvenile materials, Cumberland County Public Library is seeking permission to renew this contract for FY22 and auto renew for FY23.

The attached amendment to the agreement with Baker and Taylor includes these renewals and also includes a new clause to limit the weight of boxes delivered.

RECOMMENDATION / PROPOSED ACTION

At the September 9, 2021 Agenda Session Meeting, the Board of Commissioners approved placing the proposed action below as a Consent Item on the September 20, 2021 Board of Commissioners' Meeting:

Approve the attached Agreement Amendment with Baker and Taylor for the purchase of library materials to renew for FY 22 and auto renew for FY23.

ATTACHMENTS:

Description	Type
Amendment to Baker & Taylor Agreement	Backup Material
Baker & Taylor Agreement	Backup Material

**NORTH CAROLINA
CUMBERLAND COUNTY**

**AMENDMENT OF
PUBLIC LIBRARY AND AUDIOVISUAL
MATERIALS AGREEMENT**

This agreement of that certain **PUBLIC LIBRARY BOOKS AND AUDIOVISUAL MATERIALS AGREEMENT** effective July 1, 2020 by and between the **CUMBERLAND COUNTY** and **BAKER & TAYLOR, LLC**.

WHEREAS, the parties wish to renew the **PUBLIC LIBRARY AND AUDIOVISUAL MATERIALS AGREEMENT** for a period of one year beginning July 12, 2021 to June 30, 2022 AND to auto renew for a period of one year beginning July 1, 2022 to June 30, 2023, unless either of the parties notify the other in written form that the contract will not be renewed, and

NOW, THEREFORE, the parties agree as follows:

1. That the payment to **Baker & Taylor, LLC** shall not exceed **Seven-hundred and thirty-three thousand (\$733,000)** per fiscal year for the renewal periods mentioned herein.
2. **Baker & Taylor, LLC** agrees to limit the weight of boxes delivered to 20 pounds.
3. That all other terms and conditions of the initial agreement shall remain the same and unchanged except as modified herein.

This is the 12th day of July, 2021

**CUMBERLAND COUNTY BOARD
OF COMMISSIONERS**

By: _____
Charles Evans, Chairman

CUMBERLAND COUNTY

By: *Faith Phillips*
Faith Phillips, Library Director

BAKER & TAYLOR, LLC

ATTEST:

DocuSigned by:
Jennifer Rhyne
4C19E28237D2407...

Witness Name: Jennifer Rhyne

DocuSigned by:

By: *Lee Ann Queen*
515D8658C0A7428...

Title: Lee Ann Queen, Director-Pricing Services

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

By: *Wick Evans*
COUNTY FINANCE DIRECTOR

Approved for Legal Sufficiency: *upon forward*
executed by all parties
By: *Chapman* 8/24/21
COUNTY ATTORNEY'S OFFICE

CONTRACT # 2021063

COUNTY OF CUMBERLAND

CUMBERLAND COUNTY PUBLIC LIBRARY AND INFORMATION CENTER

THIS AGREEMENT, hereinafter referred to as the Public Library Books and Audiovisual Materials agreement, entered into the 1st day of July, 2020, by and between the Cumberland County Public Library and Information Center, hereinafter referred to as CUMBERLAND COUNTY PUBLIC LIBRARY, AND Baker & Taylor, LLC, hereinafter referred to as CONTRACTOR.

WHEREAS, the CUMBERLAND COUNTY PUBLIC LIBRARY requires the supply of library books, DVDs, and audio books; and

WHEREAS, the CUMBERLAND COUNTY PUBLIC LIBRARY issued formal bid #20-16-LB Public Library Books and Audiovisual Materials, attached herein as *Attachment A* and incorporated by reference.

WHEREAS, the CUMBERLAND COUNTY PUBLIC LIBRARY has determined, based on information provided by the CONTRACTOR, that CONTRACTOR can provide Public Library Books and Audiovisual Materials to the CUMBERLAND COUNTY PUBLIC LIBRARY based on the CONTRACTOR'S bid response, attached herein as *Attachment B*, and incorporated by reference; and

WHEREAS, the CUMBERLAND COUNTY PUBLIC LIBRARY has determined that the CONTRACTOR shall be the **primary supplier for Public Library Books and Audiovisual Materials** in accordance with the formal bid award tabulation, attached herein as *Attachment C* and incorporated by reference, approved by the Board of County Commissioners.

NOW THEREFORE, the CUMBERLAND COUNTY PUBLIC LIBRARY does hereby agree to purchase **Public Library Books and Audiovisual Materials** from the CONTRACTOR, and the CONTRACTOR does agree to provide the **Public Library Books and Audiovisual Materials** at the cost shown on the attached document, *Attachment B - CONTRACTOR's Bid Response Attachment D- Cost Proposal* and incorporated herein by reference, in accordance with the contract terms and conditions listed below.

CONTRACT TERMS AND CONDITIONS

1. IRAN DIVESTMENT ACT

As provided in N.C.G.S. 147-86.55-69, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the County Treasurer pursuant to G.S. 147-86.57(6) c, is ineligible to contract with the County of North Carolina or any political subdivision of the CUMBERLAND COUNTY, hereinafter referred to as COUNTY.

2. E-VERIFY

CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if Contractor utilizes a subcontractor, CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes."4.

3. DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL

The CONTRACTOR certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81. It is the responsibility of each

CONTRACTOR to monitor compliance with this restriction. Contracts valued at less than \$1,000.00 are exempt from this restriction.

4. CONTRACT CHANGES

Contract changes, if any, over the life of the contract shall be implemented by contract amendments agreed to in writing by the CUMBERLAND COUNTY PUBLIC LIBRARY and CONTRACTOR.

5. CONTRACT TERM

The Contract shall have an initial term of (1) year, beginning July 1, 2020. At the end of the Contract's current term, the CUMBERLAND COUNTY PUBLIC LIBRARY shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to a total of two additional one-year terms.

6. AVAILABILITY OF FUNDS

Any and all payments to the CONTRACTOR shall be dependent upon and subject to the availability of funds to the CUMBERLAND COUNTY PUBLIC LIBRARY for the purpose set forth in this contract.

7. PRICING

Prices stated in bid proposal constituted all costs to the CUMBERLAND COUNTY PUBLIC LIBRARY for complete performance in accordance with the requirements and specifications as set forth in *Attachment B-CONTRACTOR's* bid response, including all applicable charges handling, administrative and other similar fees. **Cost not to exceed \$733,000 for the period of July 1, 2020 to June 30, 2021.**

8. ADDITIONAL QUANTITIES

The CUMBERLAND COUNTY PUBLIC LIBRARY reserves the right to order additional quantities of items at the contracted price.

9. INVOICES

There will be separate invoices for each purchase order. Each invoice will reference the purchase order number. Monthly itemized statements will be provided. Electronic Invoicing should be an available option. Paper invoices shall be alphabetical by title and will include author's last name, list price, discount price, unit cost, and total cost. Any applicable taxes shall be invoiced as a separate item. Invoices must be submitted to:

Cumberland County Public Library
300 Maiden Lane
Fayetteville, NC 28301

10. PAYMENT TERMS

The CONTRACTOR will be paid net thirty (30) calendar days after the CONTRACTOR'S statement is approved by the CUMBERLAND COUNTY PUBLIC LIBRARY.

11. DELIVERY

The CONTRACTOR agrees to deliver the materials to the Cumberland County Public Library & Information Center, 300 Maiden Lane, FOB Destination, Inside Delivery, as soon as

possible, but within the time frames stated within the bid. Materials purchased for special projects may be delivered to a different location but under the same conditions stated above.

12. FINANCIAL STABILITY

CONTRACTOR warrants that it has the financial capacity to perform and to continue perform its obligations under the contract; that CONTRACTOR has no constructive or actual knowledge of an actual or potential legal proceeding being brought against CONTRACTOR that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

13. INSURANCE

Providing and maintaining adequate insurance coverage is a material obligation of the CONTRACTOR and is of the essence of this Contract. All such insurance shall meet all laws of the County of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The CONTRACTOR shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Contract. The limits of coverage under each insurance policy maintained by the CONTRACTOR shall not be interpreted as limiting the CONTRACTOR'S liability and obligations under the Contract.

During the term of the Contract, the CONTRACTOR at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. As a minimum, the CONTRACTOR shall provide and maintain the following coverage and limits

Commercial General Liability: CONTRACTOR shall maintain Commercial General Liability and if necessary Commercial Umbrella Liability insurance with a total limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location or the general aggregate shall be twice the required limit. County of Cumberland, its officers, officials, agents, and employees are to be covered as additional insureds under the CGL by endorsement providing equivalent coverage as respects to liability arising out of activities performed by or on behalf of the CONTRACTOR; products and completed operations of the CONTRACTOR, premises owned, leased or used by the CONTRACTOR; and under the commercial umbrella, if any. The coverage shall contain no special limitations on the scope of protection afforded to Cumberland County, its officers, officials, agents and employees.

The CONTRACTOR shall furnish Cumberland County with a certificate of insurance, executed by a duly authorized representative of each insurer showing compliance with the insurance requirements prior to commencing the work and upon renewal or replacement of each certified coverage throughout the term of this contract. Evidence of additional insured status shall be noted on the certificate of insurance.

Copies or originals of correspondence, certificates, endorsements, or other items pertaining to insurance shall be sent to: Cumberland County Risk Manager, 117 Dick Street, Fayetteville, NC 28301.

14. GENERAL INDEMNITY

The CONTRACTOR shall hold and save the COUNTY, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person,

firm, or corporation that may be injured or damaged by the CONTRACTOR in the performance of this Contract and that are attributable to the negligence or intentionally tortious acts of the CONTRACTOR provided that the CONTRACTOR is notified in writing within 30 days that the COUNTY has knowledge of such claims. The CONTRACTOR represents and warrants that it shall make no claim of any kind or nature against the COUNTY's agents who are involved in the delivery or processing of CONTRACTOR goods or services to the COUNTY. The representation and warranty in the preceding sentence shall survive the termination or expiration of this Contract.

15. ENTIRE CONTRACT

This contract constitutes the entire understanding of the parties. In the event of a conflict between the COUNTY'S contract terms and the CONTRACTOR'S contract terms, the COUNTY'S terms shall be the overriding determining factor.

16. CONTRACT CANCELLATION

The CUMBERLAND COUNTY PUBLIC LIBRARY may terminate this contract at any time by providing 30 days' notice in writing from the CUMBERLAND COUNTY PUBLIC LIBRARY to the CONTRACTOR. If the contract is terminated by the CUMBERLAND COUNTY PUBLIC LIBRARY as provided in this section, the CUMBERLAND COUNTY PUBLIC LIBRARY shall pay for services satisfactorily completed by the CONTRACTOR, less any payment or compensation previously made.

17. LAWS AND ORDINANCES

The contract will be governed by North Carolina law.

18. COMPLIANCE WITH LAWS

CONTRACTOR shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and its performance in accordance with this contract, including those of federal, state, and local agencies having jurisdiction and/or authority.

19. CONTRACTOR REPRESENTATIONS

CONTRACTOR warrants that qualified personnel shall provide services under this Contract in a professional manner. "Professional manner" means that the personnel performing the services will possess the skill and competence consistent with the prevailing business standards in the industry. CONTRACTOR agrees that it will not enter any agreement with a third party that may abridge any rights of the COUNTY under this Contract.

If any services, deliverables, functions, or responsibilities not specifically described in this Contract are required for CONTRACTOR'S proper performance, provision and delivery of the service and deliverables under this Contract, or are an inherent part of or necessary sub-task included within such service, they will be deemed to be implied by and included within the scope of the contract to the same extent and in the same manner as if specifically described in the contract. Unless otherwise expressly provided herein, CONTRACTOR will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the CONTRACTOR to provide and deliver the Services and Deliverables.

CONTRACTOR certifies that it has not previously or currently:

- a. Had any criminal felony conviction, or conviction of any crime involving moral turpitude, including, but not limited to fraud, misappropriation or deception, of CONTRACTOR, its officers or directors, or any of its employees or other personnel to provide services on this project, of which CONTRACTOR has knowledge.
- b. Had any regulatory sanctions levied against CONTRACTOR or any of its officers, directors or its professional employees expected to provide services on this project by any governmental regulatory agencies within the past three years. As used herein, the term "regulatory sanctions" includes the revocation or suspension of any license or certification, the levying of any monetary penalties or fines, and the issuance of any written warnings.
- c. Had any civil judgments against CONTRACTOR during the three (3) years preceding submission of its proposal herein.

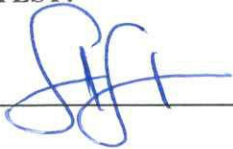
Any personnel or agent of the CONTRACTOR performing services under this contract may be required to undergo a background check at the expense of the CONTRACTOR, if so requested by the COUNTY.

5.20 LIQUIDATED DAMAGES

Should the CONTRACTOR fail to perform the delivery with the time frame stated in the Bid Proposal, it is understood that the Library will deduct from the invoice an amount equal to fifty dollars (\$50.00) per calendar day, until such time as the proper items are delivered in accordance with specifications, and the terms and conditions of the bid. As evidenced by signing this contract, it is also understood that this is not a penalty, but is in fact a liquidated damage. **The CONTRACTOR will not be charged liquidated damages when the delay in delivery or performance is beyond the control and without the fault or negligence of the CONTRACTOR.**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their respective duly authorized representatives.

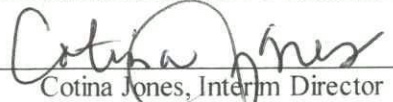
ATTEST:

 Scott Sartorius

Baker & Taylor, LLC

BY: Lee Ann Queen Lee Ann Queen
Title Director Pricing Services

CUMBERLAND COUNTY PUBLIC LIBRARY & INFORMATION CENTER

BY:  Cotina Jones, Interim Director

CUMBERLAND COUNTY BOARD OF
COMMISSIONERS

BY: _____

W. Marshall Faircloth, Chairman

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

BY: _____

Vicki Evans
County Finance Director

Approved for Legal Sufficiency

BY: _____

County Attorney's Office

Signature Page for Contract between the County of Cumberland
by and through its Cumberland County Public Library and Information Center
and
Baker and Taylor, LLC
Dated as of July 1, 2020

"ATTACHMENT A"



CUMBERLAND COUNTY OF NORTH CAROLINA

Invitation for Bid #: 20-16-LB

Public Library Books and Audiovisual Materials

Date of Issue: March 13, 2020

Bid Opening Date: April 15, 2020

At 3:00 PM ET

Direct all inquiries concerning this IFB to:

Amanda Bullard

Purchasing Manager

Email: CumberlandPurchasing@co.cumberland.nc.us

Phone: 910-678-7743

Bids shall be submitted in accordance with the terms and conditions of this IFB and any addenda issued hereto.

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1.0 PURPOSE AND BACKGROUND

The Cumberland County Public Library & Information Center (CCPL & IC) requests bids from qualified vendors for the supply of library books, DVDs and audio books.

The total number of items added for the fiscal year 2019 (July 1, 2018 – June 30, 2019) equaled approximately 66,000 of which 55,000 were books and 11,000 items were audiovisual materials. We currently catalog and process all audiovisual materials in-house and approximately 80% of our books are cataloged and processed by the vendor.

CCPL&IC currently uses the Evergreen Integrated Library System (ILS) version 3.3.3 and has fully implemented Evergreen's Acquisitions module, including electronic ordering and invoicing using Electronic Data Interchange (EDI) standards.

In order to obtain the widest range of services, vendors will be given an opportunity to bid on all or part of the RFP. Vendors may bid on each category, more than one category, or all categories as described.

The Library seeks to enter into a one year agreement beginning July 1, 2020, with the option to renew for two additional one year terms.

2.0 BID INSTRUCTIONS & REQUIREMENTS

2.1 INVITATION FOR BIDS DOCUMENT

The IFB is comprised of the base IFB document, any attachments, and any addenda released before Contract award. All attachments and addenda released for this IFB in advance of any Contract award are incorporated herein by reference. By submitting a bid, the vendor agrees to meet all Stated requirements in this Section as well as any other specifications, requirements and terms and conditions Stated in this IFB. If a vendor is unclear about a requirement or specification or believes a change to a requirement would allow for the County to receive a better bid, the vendor is urged and cautioned to submit these items in the form of a question during the question and answer period in accordance with Section 2.3.

Vendors shall populate all attachments of this IFB that require the vendor to provide information and include an authorized signature where requested. Failure to include required documents and/or signatures, where requested, will result in rejection of submitted proposals.

2.2 BID SUBMITTAL

Sealed Bids, subject to the conditions made a part hereof and the receipt requirements described below, shall be received at the address indicated in the table below.

Proposal Delivery	
PROPOSAL TITLE: 20-16-LB Library Book and Audio Materials	
Mailing Address Cumberland County Finance Department Attn: Amanda Bullard, Purchasing Manager PO Box 1829 Fayetteville, NC 28302	Physical Address Cumberland County Finance Department Attn: Amanda Bullard, Purchasing Manager 4 th Floor, Room 451 Fayetteville, NC 28301

IMPORTANT NOTE: All bids shall be physically delivered to the office address listed above on or before the specified due date and time regardless of the method of delivery. All risk of late arrival due to unanticipated delay—whether delivered by hand, U.S. Postal Service, courier or other delivery service is entirely on the vendor. It is the sole responsibility of the vendor to have the bid to the County department specified by the specified time and date of opening. Any bid received after the bid submission deadline will be rejected

- a) Submit **one (1) signed, original executed** Bid responses, [3] of photocopies, [1] electronic copies on flash drive.

Bid Number: 20-16-LB

- b) Submit your bid in a sealed package. Clearly mark each package with: (1) Vendor name; (2) the IFB number; and (3) the due date. Address the package(s) for delivery as shown in the table above. Bids may be subject to rejection unless submitted with the information above included on the outside of the sealed bid package.
- c) The files on the flash drive shall NOT be password protected, shall be in .PDF or .XLS format, and shall be capable of being copied to other media including readable in Microsoft Word and/or Microsoft Excel.

All bid addendums and/or corrections will be posted on the Cumberland County Vendor Self Service site <https://ccmunis.co.cumberland.nc.us/MSS/Vendors/VBids/SearchResults.aspx>. Vendors who submit a notice of intent to bid to email CumberlandPurchasing@co.cumberland.nc.us will receive addendums by email.

2.3 BID QUESTIONS

Written questions shall be emailed to CumberlandPurchasing@co.cumberland.nc.us by **March 23, 2020 12:00pm**. Vendors should enter "IFB #20-16-LB: Questions" as the subject for the email. Questions will not be answered by phone. Questions submittals should include a reference to the applicable IFB section.

Questions received prior to the submission deadline date, the County's response, and any additional terms deemed necessary by the County will be posted in the form of an addendum to the Cumberland County Vendor Self Service Site, <https://ccmunis.co.cumberland.nc.us/MSS/Vendors/default.aspx> and shall become an Addendum to this IFB. Vendors who submit an intent to bid will receive addendums by email. Vendors shall rely *only* on written material contained in an Addendum to this IFB. **Vendors should not contact any other County employees, besides those listed above, during the bid process. Vendors who contact any other County employees may be disqualified.**

Any questions considered minute in nature or that point to an error in the IFB or that the County determines will produce information required in order for all vendors to submit a responsible proposal, may be answered at the County's discretion after the specified date and time. Such questions that are received after the deadline are not guaranteed to be answered and if the questions qualify as "minute in nature" shall be determined at the sole discretion of the County.

2.4 IFB TERMS & CONDITIONS

It shall be the vendor's responsibility to read the instructions, the County's terms and conditions, all relevant exhibits and attachments, and any other components made a part of this IFB and comply with all requirements herein. Vendors also are responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this IFB.

If vendors have questions, issues, concerns or exceptions regarding any term, condition, or other component within this IFB, those must be submitted as questions in accordance within the instructions in **Section 2.3 BID QUESTIONS**. Vendor's bid shall constitute a firm offer.

If a vendor desires modification of the terms and conditions of this solicitation, it is urged and cautioned to inquire during the question period, in accordance with the instructions in this IFB, about whether specific language proposed as a modification is acceptable to or will be considered by the County. It is the County's sole discretion to accept or reject requested modifications and/or exceptions.

3.0 NOTICES TO VENDOR

3.1 PROHIBITED COMMUNICATIONS AND CONFIDENTIALITY

PROHIBITED COMMUNICATION: Each vendor submitting a proposal (including its representatives, sub-contractors and/or suppliers) is prohibited from having any communications with any person outside of the County department issuing this IFB. A vendor not in compliance with this provision may be disqualified from contract award.

!IMPORTANT INFORMATION! **CONFIDENTIAL INFORMATION:** The proposal must not contain any information marked as “confidential” or as a “trade secret” or in any other manner as to indicate that it is information protected by the Trade Secrets Protection Act (the “Act”) as set out in Article 24 of Chapter 66 of the North Carolina General Statutes, unless the vendor has noticed the County Finance Department of its intent to designate any information in the proposal as such and received permission from the County Finance Department to do so in writing. Vendor’s notice to the County Finance Department must be in writing and must describe the information for which confidentiality is requested and explain how the information is a “trade secret” as defined in G.S. § 66-152(3). If the County Finance Department determines the information for which confidentiality is requested is a “trade secret” covered by the Act, it will notify the vendor how to mark the information in the proposal and will identify the measures that County will take to protect the confidentiality of the information. Vendor’s submission of a proposal after receipt of this notice from the County Finance Departments shall be deemed to be acceptance of the County Finance Department’s statement of how it will maintain confidentiality. If the County Finance Department determines the information for which confidentiality is requested is not a “trade secret” covered by the Act, it will notify vendor of that determination. Any proposal marked with any information as “confidential” or as a “trade secret” or in any other manner as to indicate that it is information protected by the Act in violation of this section shall be regarded as not responsive to the request for proposals and shall not be considered.

3.2 BID COMPLIANCE

It is in the best interest of Vendors to submit bids that are clear, concise, and easily understood. Bids should provide information essential for a straightforward and concise description of vendor capabilities to satisfy the requirements of the bid specifications.

Vendor may include any optional data not provided for elsewhere and considered to be pertinent to this bid as an addendum to the bid.

Vendors are urged and cautioned to read the IFB completely through as noncompliance with requirements may result in bid rejection. Section 4.0 requirements and request for information must be in the same order with the same titles as listed in Section 4.0. Vendor proposals should be easy to follow, and all sections should be easily identified.

The specifications are not intended to exclude potential vendors. If the vendor is unable to meet any of the specifications as outlined therein, vendors are advised to submit questions and concerns regarding the specifications during the question and answer period described in Section 2.3.

If the vendor does not indicate submit questions or concerns regarding the specifications, the County shall assume it is able to fully comply with these specifications. The County shall be the sole and final judge of compliance with all specifications.

Vendors may be asked to provide samples of some items prior to contract execution. Samples must be provided within (7) business days from the date of request and at no cost to the County.

3.3 METHOD OF AWARD

The County shall review all vendor responses to this IFB to confirm that they meet the specifications and requirements of the IFB. The County shall not be required to hold interviews; however, depending on the number of responses and the information contained in the responses, the County may decide to conduct interviews with firms of its choice. The County reserves the right to request clarification of information submitted.

The County reserves the right to make separate awards to different vendors for one or more line items, to not award one or more line items or to cancel this IFB in its entirety without awarding a Contract, if it is considered to be most advantageous to the County to do so.

The County reserves the right to reject all original offers and request one or more of the vendors submitting bids within a competitive range to submit a best and final offer (BAFO), based on discussions and negotiations with the County, if the initial responses to the IFB have been evaluated and determined to be unsatisfactory.

3.4 EVALUATION CRITERIA

Bids will be evaluated and awarded in accordance to the general statute standard of award to the lowest, responsive, responsible bidder. The County will conduct evaluations to ensure that all costs are considered and the lowest bidder is also a responsible bidder. Vendors should not minimize the importance of an adequate response to each of the factors below.

Category	Weight #	Comments
Price of materials	45 Points	Best cost options for the County.
Order Fulfillment	15 Points	Prompt fulfillment as close to release date as possible, especially important with new materials, best sellers, and unexpected hot titles. For DVDs, ability to provide Disney company titles is important.
Cataloging/processing	15 Points	Based on responses to Section 4.2 A-3 Cataloging/Processing . Demonstration to perform as required.
Customer Service	8 Points	Must be available to contact via phone as well as email. Meet expectation to provide timely communication as to cancelled publications/changes in publication dates and other issues.
Electronic ordering system	10 Points	For selectors: Must be easy to use, able to easily view and alter selections in carts. For Tech Services: ability to track status of orders & to cancel orders.
References	2 Points	Demonstration of ability to perform in accordance with specifications.
Additional Criteria	5 Points	Curated ordering/selection suggestion lists — especially with AV materials, specialty services, previous experience with company.

4.0 SCOPE OF WORK & BID CONTENT REQUIREMENTS

4.1 SCOPE OF WORK

The CCPL&IC system has one Headquarters Library located in downtown Fayetteville & seven branch libraries (4 regional sized – 14-24,000 sf, and 3 community size – 10-12,000 sf). There are approximately 507,000 items in the collection. Of these items, approximately, 444,000 are books (hardback and paperback), and 63,000 are audiovisual materials.

CCPL&IC estimates it will place approximately \$720,000 worth of orders during each budget year. Since the annual materials budget is subject to change, these estimates cannot be binding. The library reserves the right to buy direct from the publisher or alternate sources when titles requested are not available through the vendor.

The successful vendor shall furnish and deliver the requested items in accordance with the specifications, all terms and conditions that constitute this bid, and the best practices of the trade.

A. SERVICE REQUIREMENTS

1. Ordering:

The vendor must provide an electronic ordering system which can be accessed through the Internet.

The ordering system must include options for multiple branch orders, EDI capabilities, and compatible with the Evergreen ILS.

No substitutes shall be sent to CCL&IC without prior written authorization from the library.

The vendor shall provide the following ordering assistance at no cost to the Library:

- a. Regularly published catalogs and selection lists (online or print) for print and audiovisual materials.
- b. A toll-free number for all calls the Library makes to the vendor.

2. Binding:

Binding must be the same quality that is commercially sold by publishers for use by public libraries.

3. Reporting System:

An order confirmation must be available at least every seven days, which includes quantity ordered, author, title, ISBN, unit price, discount and net price.

If a title cannot be supplied, the vendor must provide a cancellation list, showing titles that cannot be supplied, and the reason (i.e., not yet printed, must order direct, vendor not responding, publication canceled, etc.).

Those titles not in stock at the time of the order will be supplied within one hundred and twenty (120) days. If the titles are still not available, a status report should be supplied reflecting the reason.

4. Cancellations:

The system must allow for quick cancellation of any title ordered by CCPL&IC.

5. New Titles:

The vendor should supply the latest edition of a title, unless an earlier edition is specified.

6. Defective Books:

The Library reserves the right to return defective materials at the vendor's expense.

7. Invoicing:

Paper invoices shall be alphabetical by title and will include author's last name, list price, discount price, unit cost, and total cost.

There will be separate invoices for each purchase order. Each invoice will reference the purchase order number.

Monthly itemized statements will be provided.

Electronic Invoicing should be an available option.

8. Cataloging Provided by Vendor:

Cataloging that is provided by the vendor must conform to RDA or AACR2 standards and MARC21.

Bid Number: 20-16-LB

CCPL&IC uses the Dewey classification system and LC Subject Headings. Fiction titles will have subject and genre subject headings added as appropriate. CIP records will be changed to full cataloging, including all appropriate subject headings. Physical description, titles, and subtitle information will be verified and changed as appropriate.

Cataloging must be provided for no less than 95% of books supplied. For those titles which the vendor cannot catalog, CCPL&IC will be notified to supply the cataloging record.

Vendor must regularly update CCPL&IC's holdings with OCLC.

9. Book Processing:

The vendor must be able to provide full or partial processing (barcodes, encoded RFID tags, property labels, spine labels, and Mylar book jackets).

All books cataloged by vendor or provided by CCPL&IC will be processed in the general manner described below:

Book jackets must be covered with plastic or Mylar book covers. The jackets must be sealed or secured to the book, unless there is a map or chart on the end papers.

There must be a spine label affixed to the book under the plastic or Mylar cover, unless the book has no cataloging record, and thus there is no classification number available for a spine label.

Detailed processing specifications will be provided by CCPL&IC to the vendor awarded the bid contract(s). Accuracy rate must be ninety-five percent (95%) for all titles shipped, which would include the correct title, edition, and number of copies per title. If processing errors in excess of 2% occur, vendor will issue a credit of one-third of processing charges.

10. Delivery:

The successful vendor shall deliver the materials to the Cumberland County Public Library & Information Center, 300 Maiden Lane, FOB Destination, Inside Delivery, as soon as possible, but within the time frames stated within the bid. Materials purchased for special projects may be delivered to a different location but under the same conditions stated above.

B. PRODUCT SPECIFICATIONS

1. BOOK CATEGORIES

Category I: Adult and Teen Books Ordered

The library orders approximately 2,500 volumes a month in this category.

Eight-five percent (85%) of books in this group require cataloging and processing as described above under the heading SERVICE REQUIREMENTS.

Fifteen percent (15%) of the books in this group are ordered non-processed or with minimal processing (Mylar jackets only).

Category II: Juvenile Books Ordered

The library orders approximately 1,800 volumes a month in this category.

Ninety (90%) of books in this group require cataloging and processing, which is described above under the heading SERVICE REQUIREMENTS.

Ten percent (10%) of the books in this group are ordered non-processed or with minimal processing (Mylar jackets only).

Category III: Continuous (Standing) Orders Processed

Bid Number: 20-16-LB

The vendor is required to maintain continuous orders with publishers for titles specified by CCPL&IC, and ship them automatically upon publication. Specific requirements are the vendor must:

Supply CCPL&IC annually with a status list of current continuous order titles.

Fill the orders in quantities specified.

Supply a cancellation report indicating which titles have been canceled, and the reason for cancellation. Supply reports of any title changes.

Provide selection assistance free of charge by regularly published catalogs and book lists as well as assistance by telephone and/or written correspondence.

Provide ninety-five percent (95%) of the titles provided on the attached list of continuous orders (*Attachment E: Standing Book Titles*).

Provide cataloging and full processing of all items.

Category IV: Adult Paperback Books without Processing

The library orders up to 350 volumes per month in this group, most of which are ordered in multiple copies of each title. Books in this category do not require catalog records, labels, or stamps.

Continuous orders must be available for the attached list (*Attachment F: Standing Order Paperback Titles*).

Category V: Teen Paperback Books without Processing

The Library orders up to 100 volumes per month in this group, most of which are ordered in multiple copies of each title. Books in this category do not require catalog records, labels, or stamps.

Category VI: Juvenile Paperback Books without Processing

The library orders up to 350 volumes per month in this group, most of which are ordered in multiple copies of each title. Books in this category do not require catalog records, labels or stamps.

Continuous orders must be available for the attached list (Attachment F).

2. AUDIOVISUAL CATEGORIES

A/V Category I: Adult/Children Feature Films (DVD)

The library purchases approximately 4,000 items annually in this category. No cataloging or processing of these items is currently required. The library usually purchases multiple copies of each film.

A/V Category II: Information/Documentary films (DVD)

The library purchases approximately 1,500 items annually in this category. No cataloging or processing of these items is currently required. The library usually purchases multiple copies of each film.

A/V Category III: Children/Adult Spoken Word (CD)

The library purchases approximately 2,000 items annually in this category. The library buys only unabridged titles. The library usually purchases multiple copies of each title. No cataloging or processing of these items is currently required.

4.2 VENDOR'S BID REQUIREMENTS

The vendor's bid must include the required information below. Bids shall be tabbed, using the titles identified in this section, to identify the required information. Tabs must be in the same order as listed below. Failure to submit this information may render its bid non-responsive. **Vendors are urged and cautioned to read the notices in Section 3.1. Noncompliance with the confidentiality requirements will result in a bid being considered nonresponsive.**

A. QUALIFICATIONS & CAPABILITIES

The library sometimes uses the selection list format to select titles for the collection. The vendor shall provide selection lists as required by the Library. Describe your capabilities for providing the following services:

1. SELECTION SERVICES

- i. Ability for Library staff, using the Contractor's database, to access or create selection lists from current review journals specified. The lists should include the following information for each title: author, title, publisher, publication date, binding, edition, list price, discount price, ISBN, LCCN, availability status, ordering blanks.
- ii. Contractor created selection lists. These selection lists may be used to order books for a "shelf-ready" project or to enhance areas of the collection. Lists should include the following information on each title: author, title, publisher, publication date, binding, and edition. List price, discount price, ISBN, LCCN, availability status, ordering blanks and the Library's current holdings. Lists need to be divided into the following example categories: adult, juvenile, fiction, nonfiction, by Dewey number, easy (picture) books, young adult.
- iii. Contractor created selection lists for audiovisual materials. These selection lists may be used to order new materials, materials for a "shelf-ready" project or to enhance areas of the collection. Lists should include the following information on each title: author/director/main actor/narrator, title, distributor, release date and edition. List price, discount price, ISBN, LCCN, availability status, ordering blanks and the Library's current holdings. Lists need to be divided into the following example categories: adult, juvenile, fiction, nonfiction.
- iv. Contractor generated "special" selection lists, catalogs and/or bibliographies for books and audiovisual materials on specific subjects or categories available through Contractor. Explain frequency, topic/subjects provided.
- v. Provide information on any other Collection Development services pertaining to the selection of adult and juvenile cataloged books and audiovisual materials. Include a description of capabilities for accessing selection lists or bibliographies by computer interfacing with the Library's automation system.

2. ORDERING

Describe ordering procedures. Include the following:

- i. Online access capability & any charges that apply.
- ii. Compatibility with the Evergreen ILS.
- iii. EDI capabilities : transmitting orders, electronic invoicing.
- iv. Ordering items which are not currently in stock. Do these incur extra freight charges?
- v. Allowing Library to designate the locations which are to receive specific quantities of a given title (Can it handle orders for multiple branches (grid ordering)?
- vi. Checking for duplicate orders but allowing additional copies to be ordered.
- vii. Describe training available for Library staff on the acquisition procedure.

3. CATALOGING/PROCESSING

Describe your ability to provide cataloging/processing services required by the library. These services may be contracted for a particular type of material (e.g., adult fiction) or for special project (e.g., opening day collection for one location).

- i. Catalog services, including contractor-supplied bibliographic and item records. Ability to provide fully cataloged and processed books in shelf ready condition.
- ii. The cataloging standard is full-level cataloguing according to current National rules and standards, piece in hand.
- iii. Descriptive cataloging must conform to AACR2 rev., and Library of Congress Rules Interpretations or RDA.

- iv. Bibliographic records must be in the appropriate and complete MARC 21 format and incorporate all changes implemented by format integration. Bib records must include linked item records.
- v. Subject headings must be Library of Congress Subject Headings. Non-LC headings must be removed from the record. Classification. Classification must be assigned according to the most recent unabridged edition of the Dewey decimal classification, and allow for local options (e.g., classing bibliographies with the subject).
- vi. System requirements. MARC records must be supplied in the UTF-8 format. Each bibliographic record must include a unique 001 field to preclude overlay of existing bibliographic records. **What is the turnaround time for cataloging and processing of materials?**
- vii. Ability to provide physical processing as described in Section 3.0, including bar codes, property labels, ownership stamps, Mylar jackets, encoded RFID tags.

B. QUESTIONNAIRE

The library requests that each company submitting a bid fill in the following questionnaire:

1. Number of publishers represented (trade) _____
2. Number of publishers represented (non-trade) _____
3. Number of publishers represented (special non-profit) _____
4. Number of titles normally carried in stock _____
5. Number of adult volumes normally carried in stock _____
6. Number of juvenile volumes normally carried in stock _____
7. Percentage of titles listed in database actually in stock _____
8. Percentage of usual orders filled on first shipment _____
9. Distance of jobber to Fayetteville on direct shipping _____
10. Credit-return policy allows for issuance of credits _____

C. COST

Cost must be submitted using **Attachment D**. Prices stated on the Cost Proposal page shall include all costs associated with providing materials in accordance with the specifications, terms, and conditions, and the best practices of the trade, to include but not be limited to, the cost of the materials, any shipping charges, profit, overhead, and any other costs. If discount is available for prompt payment, identify terms so it may be considered in analyzing bid.

D. VENDOR EXPERIENCE

Provide a detailed statement of your expertise, experience, and background for the provision of adult, teen and juvenile cataloged books and services to library systems. Vendor should have minimum of five years of on-line cataloging experience with libraries. This shall include, but not be limited to:

- Adult books
- Teen Books
- Juvenile books
- Audiovisual Materials
- An electronic ordering system
- Custom processing and cataloging system

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E. REFERENCES

Indicate below at least three contracts, similar in size and scope to this IFB, which have been awarded to your company by State, County or Municipal Governments:

NAME OF AGENCY	CLASS OF MATERIALS	VALUE OF CONTRACT
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Use additional sheets if necessary)

Provide Contact Information for the companies listed above.

COMPANY NAME	CONTACT NAME	TELEPHONE NUMBER	EMAIL ADDRESS

5.0 CONTRACT TERMS AND CONDITIONS

5.1 IRAN DIVESTMENT ACT

As provided in N.C.G.S. 147-86.55-69, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the County Treasurer pursuant to G.S. 147-86.57(6) c, is ineligible to contract with the County of North Carolina or any political subdivision of the County.

5.2 E-VERIFY

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

5.3 DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL

The CONTRACTOR certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81. It is the responsibility of each CONTRACTOR to monitor compliance with this restriction. Contracts valued at less than \$1,000.00 are exempt from this restriction.

5.4 CONTRACT CHANGES

Contract changes, if any, over the life of the contract shall be implemented by contract amendments agreed to in writing by the County and CONTRACTOR.

5.5 CONTRACT TERM

The Contract shall have an initial term of (1) year, beginning July 1, 2020. At the end of the Contract's current term, the County shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to a total of two additional one-year terms.

5.6 AVAILABILITY OF FUNDS

Any and all payments to the CONTRACTOR shall be dependent upon and subject to the availability of funds to the agency for the purpose set forth in this contract.

5.7 PRICING

Bid price shall constitute the total cost to Buyer for complete performance in accordance with the requirements and specifications herein, including all applicable charges handling, administrative and other similar fees. CONTRACTOR shall not invoice for any amounts not specifically allowed for in this IFB.

5.8 ADDITIONAL QUANTITIES

The County reserves the right to order additional quantities of items at the contracted price.

5.9 INVOICES

a) Invoices must be submitted to the following address: _____

b) Any applicable taxes shall be invoiced as a separate item.

5.10 PAYMENT TERMS

The CONTRACTOR will be paid net thirty (30) calendar days after the CONTRACTOR's invoice is approved by the County.

5.11 DELIVERY

Promptness of delivery may be used as a factor in the award criteria.

5.12 FINANCIAL STABILITY

CONTRACTOR warrants that it has the financial capacity to perform and to continue perform its obligations under the contract; that CONTRACTOR has no constructive or actual knowledge of an actual or potential legal proceeding being brought against CONTRACTOR that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

5.13 INSURANCE:

Providing and maintaining adequate insurance coverage is a material obligation of the CONTRACTOR and is of the essence of this Contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The CONTRACTOR shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Contract. The limits of coverage under each insurance policy maintained by the CONTRACTOR shall not be interpreted as limiting the CONTRACTOR's liability and obligations under the Contract.

During the term of the Contract, the CONTRACTOR at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. As a minimum, the

CONTRACTOR shall provide and maintain the following coverage and limits (**Vendors may propose alternative insurance requirements. Acceptance of any insurance requirement changes will be at the discretion of the County and must be pre-authorized by the County's Risk Management Coordinator**):

Professional Liability Insurance: CONTRACTOR shall maintain in force for the duration of this contract professional liability or errors and omissions liability insurance appropriate to the CONTRACTOR's profession. Coverage as required in this paragraph shall apply to liability for a professional error, act, or omission arising out of the scope of the CONTRACTOR's services as defined in this contract. Coverage shall be written subject to limits of not less than \$1,000,000 per loss.

Commercial General Liability: CONTRACTOR shall maintain Commercial General Liability and if necessary Commercial Umbrella Liability insurance with a total limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location or the general aggregate shall be twice the required limit.

County of Cumberland, its officers, officials, agents, and employees are to be covered as additional insureds under the CGL by endorsement providing equivalent coverage as respects to liability arising out of activities performed by or on behalf of the CONTRACTOR; products and completed operations of the CONTRACTOR, premises owned, leased or used by the CONTRACTOR; and under the commercial umbrella, if any. The coverage shall contain no special limitations on the scope of protection afforded to Cumberland County, its officers, officials, agents and employees.

Workers' Compensation and Employer's Liability: CONTRACTOR shall maintain Workers' Compensation as required by the general statutes of the State of North Carolina and Employer's Liability Insurance. The Employer's Liability shall not be less than \$500,000 each accident for bodily injury by accident, \$500,000 each employee for bodily injury by disease and \$500,000 policy limit.

The CONTRACTOR shall furnish Cumberland County with a certificate of insurance, executed by a duly authorized representative of each insurer showing compliance with the insurance requirements prior to commencing the work and upon renewal or replacement of each certified coverage throughout the term of this contract. Evidence of additional insured status shall be noted on the certificate of insurance.

Copies or originals of correspondence, certificates, endorsements, or other items pertaining to insurance shall be sent to: Cumberland County Risk Manager, 117 Dick Street, Fayetteville, NC 28301

5.14 GENERAL INDEMNITY

The CONTRACTOR shall hold and save the County, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the CONTRACTOR in the performance of this Contract and that are attributable to the negligence or intentionally tortious acts of the CONTRACTOR provided that the CONTRACTOR is notified in writing within 30 days that the County has knowledge of such claims. The CONTRACTOR represents and warrants that it shall make no claim of any kind or nature against the County's agents who are involved in the delivery or processing of CONTRACTOR goods or services to the County. The representation and warranty in the preceding sentence shall survive the termination or expiration of this Contract.

5.15 CONTRACT CANCELLATION

The County may terminate this contract at any time by providing 30 days' notice in writing from the County to the CONTRACTOR. In that event, all finished or unfinished deliverable items prepared by the CONTRACTOR under this contract shall, at the option of the County, become its property. If the contract is terminated by the County as provided in this section, the County shall pay for services satisfactorily completed by the CONTRACTOR, less any payment or compensation previously made.

5.16 ENTIRE CONTRACT

The County may terminate this contract at any time by providing 30 days' notice in writing from the County to the CONTRACTOR. If the contract is terminated by the County as provided in this section, the County shall pay for services satisfactorily completed by the CONTRACTOR, less any payment or compensation previously made.

5.17 COMPLIANCE WITH LAWS

CONTRACTOR shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and its performance in accordance with this contract, including those of federal, state, and local agencies having jurisdiction and/or authority.

5.18 LAWS AND ORDINANCES

The contract will be governed by North Carolina law.

5.19 CONTRACTOR REPRESENTATIONS

CONTRACTOR warrants that qualified personnel shall provide services under this Contract in a professional manner. "Professional manner" means that the personnel performing the services will possess the skill and competence consistent with the prevailing business standards in the industry. CONTRACTOR agrees that it will not enter any agreement with a third party that may abridge any rights of the County under this Contract.

If any services, deliverables, functions, or responsibilities not specifically described in this Contract are required for CONTRACTOR's proper performance, provision and delivery of the service and deliverables under this Contract, or are an inherent part of or necessary sub-task included within such service, they will be deemed to be implied by and included within the scope of the contract to the same extent and in the same manner as if specifically described in the contract. Unless otherwise expressly provided herein, CONTRACTOR will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the CONTRACTOR to provide and deliver the Services and Deliverables.

CONTRACTOR certifies that it has not previously or currently:

- a. Had any criminal felony conviction, or conviction of any crime involving moral turpitude, including, but not limited to fraud, misappropriation or deception, of CONTRACTOR, its officers or directors, or any of its employees or other personnel to provide services on this project, of which CONTRACTOR has knowledge.
- b. Had any regulatory sanctions levied against CONTRACTOR or any of its officers, directors or its professional employees expected to provide services on this project by any governmental regulatory agencies within the past three years. As used herein, the term "regulatory sanctions" includes the revocation or suspension of any license or certification, the levying of any monetary penalties or fines, and the issuance of any written warnings.
- c. Had any civil judgments against CONTRACTOR during the three (3) years preceding submission of its bid herein.

Any personnel or agent of the CONTRACTOR performing services under any contract arising from this IFB may be required to undergo a background check at the expense of the CONTRACTOR, if so, requested by the County.

The County may, in its sole discretion, terminate the services of any person providing services under this Contract. Upon such termination, the County may request acceptable substitute personnel or terminate the contract services provided by such personnel.

5.20 LIQUIDATED DAMAGES

Should the selected CONTRACTOR fail to perform the delivery with the time frame stated in the Bid Proposal, it is

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understood that the Library will deduct from the invoice an amount equal to fifty dollars (\$50.00) per calendar day, until such time as the proper items are delivered in accordance with the specifications, and the terms and conditions of the bid. As evidenced by submitting a bid, it is also understood that this is not a penalty, but is in fact a liquidated damage

Attachments to this IFB begin on the next page.

ATTACHMENT A: INSTRUCTIONS TO VENDORS

1. **READ, REVIEW AND COMPLY:** It shall be the vendor's responsibility to read this entire document, review all enclosures and attachments, and any addenda thereto, and comply with all requirements specified herein, regardless of whether appearing in these Instructions to vendors or elsewhere in this IFB document.
2. **LATE BIDS:** Late bids, regardless of cause, will not be opened or considered, and will automatically be disqualified from further consideration. It shall be the vendor's sole responsibility to ensure delivery at the designated office by the designated time.
3. **ACCEPTANCE AND REJECTION:** The County reserves the right to reject any and all bids, to waive any minor informality in bids and to reject bids with non-minor informalities, based on the sole discretion of the County.
4. **EXECUTION:** Failure to sign EXECUTION PAGE in the indicated space will render bid non-responsive, and it shall be rejected.
5. **GIFTS:** Gifts and favors to the County of any kind in any amount are prohibited.
6. **SUSTAINABILITY:** To support the sustainability efforts of the COUNTY OF CUMBERLAND we solicit your cooperation in this effort. All copies of the bid are printed double sided.
7. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143-48 and Executive Order #150 (1999), the County invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.
8. **TABULATIONS:** Bid tabulations and copies of the awarded bid can be electronically retrieved at the Vendor Self Service Site, <https://ccmunis.co.cumberland.nc.us/MSS/Vendors/default.aspx>.
9. **INFORMAL COMMENTS:** The County shall not be bound by informal explanations, instructions or information given at any time by anyone on behalf of the County during the competitive process or after award. The County is bound only by information provided in this IFB and in formal Addenda issued through the State's IPS site and the County's Vendor Self Service website.
10. **COST FOR BID PREPARATION:** Any costs incurred by vendor in preparing or submitting offers are the vendor's sole responsibility; Cumberland County will not reimburse any vendor for any costs incurred.
11. **VENDOR'S REPRESENTATIVE:** Each Vendor shall submit with its bid the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm's bid.
12. **SUBCONTRACTING:** The vendor shall not assign or subcontract the work, or any part thereof, without the previous consent of Cumberland County, nor shall it assign, by power of attorney, operation of law, or otherwise, any moneys payable under the Contract without prior written consent of the County.

If the vendor proposes to subcontract work in this project, the subcontractor and the activity in this project are to be identified in the proposal.

All subcontractors must be approved by the County and must conform to and comply with the same terms, standards and specifications applicable to the contracting firm.

The vendor shall be fully responsible and accountable to the County for the acts and omissions of its subcontractors, and of persons directly or indirectly employed by him.
13. **INSPECTION AT VENDOR'S SITE:** The County reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective vendor prior to Contract award, and during the Contract term as necessary for the County determination that such equipment/item, plant or other facilities conform with the

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specifications/requirements and are adequate and suitable for the proper and effective performance of the Contract.

14. **AFFIRMATIVE ACTION**: The vendor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability.
15. **VENDOR REGISTRATION**: Vendor's are not required to register as a vendor in our system in order to submit a bid; however, registration is recommended so that vendor information is available for future opportunities. New vendors can register by visiting the following URL:
<https://ccmunis.co.cumberland.nc.us/MSS/Vendors/Registration/Default.aspx>.

This Space is Intentionally Left Blank

ATTACHMENT B: EXECUTION OF PROPOSAL

EXECUTION

In compliance with this Invitation for Bids (IFB), and subject to all the conditions herein, the undersigned vendor offers and agrees to furnish and deliver any or all items/services upon which prices are proposed. By executing this bid, the undersigned vendor certifies that this bid is submitted competitively and without collusion, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible from covered transactions by any Federal or State department or agency. Furthermore, the undersigned vendor certifies that it and its principals are not presently listed on the Department of State Treasurer's Final Divestment List as per N.C.G.S 147-86.55-69.

The potential Contractor certifies and/or understands the following by placing an "X" in all blank spaces:

_____ The County has the right to reject any and all bids or reject specific bids with deviated/omitted information, based on the County's discretion if the omitted information is considered a minor deviation or omission. The County will not contact vendors to request required information/documentation that is missing from a bid packet. Additionally, if the County determines it is in its best interest to do so, the County reserves the right to award to one or more vendors and/or to award only a part of the services specified in the IFB.

_____ This bid was signed by an authorized representative of the Contractor.

_____ The potential Contractor has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.

_____ All labor costs associated with this project have been determined, including all direct and indirect costs.

_____ The potential Contractor agrees to the conditions as set forth in this IFB with no exceptions.

_____ Selection of a contract represents a preliminary determination as to the qualifications of the vendor. Vendor understands and agrees that no legally binding acceptance offer occurs until the Cumberland County Board of Commissioners, or its designee, executes a formal contract and/or purchase order.

_____ The selected vendor affirms an effective contract date beginning **July 1, 2020**.

Therefore, in compliance with the foregoing IFB, and subject to all terms and conditions thereof, the undersigned offers and agrees to furnish the services for the prices quoted within the timeframe required. In addition to honoring the terms and conditions of their submitted bid through contract execution.

Failure to execute/sign bid prior to submittal shall render the bid invalid and it WILL BE REJECTED.

VENDOR:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & COUNTY & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #10):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:		FAX NUMBER:
VENDOR'S AUTHORIZED SIGNATURE:	DATE:	EMAIL:

ATTACHMENT C: CERTIFICATION OF FINANCIAL CONDITION

Name of Vendor: _____

The undersigned hereby certifies that: [check all applicable boxes]

☐ The vendor is in sound financial condition and, if applicable, has received an unqualified audit opinion for the latest audit of its financial statements.

Date of latest audit: _____

☐ The vendor has no outstanding liabilities, including tax and judgment liens, to the Internal Revenue Service or any other government entity.

☐ The vendor is current in all amounts due for payments of federal and state taxes and required employment-related contributions and withholdings.

☐ The vendor is not the subject of any current litigation or findings of noncompliance under federal or state law.

☐ The vendor has no findings in any past litigation, or findings of noncompliance under federal or state law that may impact in any way its ability to fulfill the requirements of this Contract.

☐ He or she is authorized to make the foregoing statements on behalf of the vendor.

Note: This is a continuing certification and vendor shall notify the Contract Lead within 15 days of any material change to any of the representations made herein.

If any one or more of the foregoing boxes is NOT checked, Vendor shall explain the reason in the space below:

Signature

Date

Printed Name

Title

[This Certification must be signed by an individual authorized to speak for the Vendor]

ATTACHMENT D: COST PROPOSAL

**CUMBERLAND COUNTY PUBLIC LIBRARY & INFORMATION CENTER
PROPOSED DISCOUNTS**

1. Cataloging and Processing fees

1. Full Book Processing & Customized Copy Cataloging costs per Book. (Including encoded RFID tags) \$ _____
2. Original cataloging Price per Book. \$ _____
3. Price per Book for Mylar cover only. \$ _____
4. Full AV processing & customized bib record costs per item (Including encoded RFID tags). CCPL doesn't currently outsource AV cataloging but may in future. \$ _____

2. Library Books

State any discount allowed from the publishers list price where indicated.

Category I - Adult and Teen Books (85% processed) (estimate \$300,000)

Discount Allowed

1. Trade Books (Fiction and Nonfiction) _____ %
2. Non-Trade Books _____ %
3. Library Bindings _____ %
4. Mass Market Paperbacks _____ %

Category II - Juvenile Books (85% processed) (estimate \$180,000)

Discount Allowed

1. Trade Books (Fiction and Nonfiction) _____ %
2. Non-Trade Books _____ %
3. Library Bindings _____ %
4. Mass Market Paperbacks _____ %

Category III - Continuous (Standing Order) (estimate \$52,000)

1. Trade books _____ %
2. Non-Trade Books _____ %

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3. Number of Titles Able to Supply on _____
Attachment E

Category IV - Adult Paperbacks Without Processing (estimate \$16,000)

	1-10 Books Discount	> 10 Books Discount
1. Mass Market Paperbacks	_____ %	_____ %

Can Supply 100% of Continuous Orders Listed on *Attachment F* Yes ___ No ___

Category V - Teen Paperbacks without Processing (estimate \$9,000)

	1-10 Books Discount	> 10 Books Discount
1. Mass Market Paperbacks	_____ %	_____ %

Can Supply 100% of Continuous Orders Listed on *Attachment F* Yes ___ No ___

Category VI - Juvenile Paperbacks Without Processing (estimate \$40,000)

	1-10 Books Discount	> 10 Books Discount
1. Mass Market Paperbacks	_____ %	_____ %

Can Supply 100% of Continuous Orders Listed on *Attachment F* Yes ___ No ___

Exceptions for all book categories (See 2.4 IFB Terms & Conditions for exception instructions): (If no exceptions taken state none)

3. Library Audiovisual Materials

State any discount allowed from the publishers list price where indicated.

Category I – Feature (adult & children) Films (DVD) (estimate \$62,000) _____ %

Exceptions: (If no exceptions taken state none) (See 2.4 IFB Terms & Conditions for exception instructions)

Category II – Information/Documentary Films (DVD) (estimate \$10,000) _____ %

Exceptions: (If no exceptions taken state none) (See 2.4 IFB Terms & Conditions for exception instructions)

Category III – Children/Adult/Teen spoken word (CD) (estimate \$27,000) _____ %

Exceptions: (If no exceptions taken state none) (See 2.4 IFB Terms & Conditions for exception instructions)

ATTACHMENT E: STANDING ORDER BOOK TITLES

ABBREVIATED TITLE	FREQ
AMERICAN LIBRARY DIRECTORY	ANN
ARMY OFFICERS GUIDE	IRR
BECKETT BASEBALL CARD PRICE GUIDE	ANN
BEST AMERICAN. SHORT PLAYS	ANN
BEST AMERICAN SHORT STORIES	ANN
BH&G BEAUTIFUL KITCHENS & BATHS	QTR
BH&G CHRISTMAS IDEAS	ANN
BH&G DO IT YOURSELF	SA
BH&G HOLIDAY CRAFTS	ANN
BIRNBAUM'S WALT DISNEY WORLD	ANN
BUDGET OF THE U.S.	ANN
CAR & DRIVER / NEW CAR GUIDE	ANN
CHASE'S CALENDAR OF EVENTS	ANN
CHILDRENS WRITER'S & ILLUSTRATOR'S MARKET	ANN
CHRISTMAS WITH SOUTHERN LIVING	ANN
CITY DIRECTORY- (POLK CITY)	ANN
COMPLETE GUIDE TO PRESCRIPTION & NON-PRESCRIPTION DRUGS	BIE
CONSUMER REPORTS BUYING GUIDE	ANN
CROSS REFERENCE DIRECTORY	ANN
CURRENT MEDICAL DIAGNOSIS & TREATMENT	ANN
DIABETIC LIVING	SA
DIRECTORY OF STATE COURT CLERKS & CTY COURTHOUSES	ANN
ECONOMIC REPORT OF THE PRESIDENT	ANN
ENCYCLOPEDIA OF CAREERS & VOCATIONAL GUIDANCE	IRR
FEDERAL-STATE COURT DIRECTORY	ANN
FODOR'S THE CAROLINAS & GEORGIA	BIE
FODOR'S WALT DISNEY WORLD RESORT	IRR
GOOD SAM RV TRAVEL/SAVINGS GUIDE	ANN
GUIDEBOOK OF US COINS	ANN
GUIDE TO LITERARY AGENTS	ANN
GUINNESS WORLD RECORDS	ANN
GUN DIGEST	ANN
HANDBOOK OF NONPRESCRIPTION DRUGS	IRR
HANDBOOK OF US COINS	ANN
HOW TO GET MONEY FOR COLLEGE	ANN
J K LASSER'S YOUR INCOME TAX	ANN
KAPLAN ASVAB	IRR
KAPLAN NCLEX-PN TEST PREP	IRR
KOVELS' ANTIQ. & COLL. PRICE. LST	ANN
LET'S GO: EUROPE	IRR
LITERARY MARKET PLACE	ANN
MASTER THE GED	IRR

MASTER THE GRE	IRR
NAT ELECTRICAL CODE HANDBK	TRI
NATIONAL ELECTRICAL CODE	TRI
NC BUSINESS DIRECTORY	ANN
NC GENERAL STATUTES	BIE
NC GENERAL STATUTES ADVANCED LEGISLATIVE SERVICES PAMPHLET	IRR
NC GENERAL STATUTES ANNOTATED	ANN
NC RULES OF CIVIL PROCEDURE. & EVIDENCE + SUPPL	ANN
NOVEL & SHORT STORY WRITERS MARKET	ANN
OCCUPATIONAL OUTLOOK HANDBOOK	BIE
OLD FARMER'S ALMANAC	ANN
PETERSON'S FOUR YEAR COLLEGES	ANN
PETERSON'S SAT PREP GDE	ANN
PETERSON'S TWO YEAR COLLEGES	ANN
PHOTOGRAPHER'S MARKET	ANN
POET'S MARKET	ANN
POPULAR PHOTOGRAPHY	SA
PRIZE STORIES	ANN
RAND MCNALLY ROAD ATLAS	ANN
RIPLEY'S BELIEVE IT OR NOT	ANN
SCOTT STANDARD POSTAL STAMP CATALOG. SIX VOLS.	ANN
SCOTT US POCKET STAMP CATALOG	ANN
SHOOTER'S BIBLE	ANN
SOCIAL SECURITY HANDBOOK	ANN
STANDARD CATALOG OF VINTAGE BASEBALL Cards	IRR
STANDARD CATALOG OF WORLD COINS	ANN
STANDARD CATALOG OF WORLD COINS	ANN
STATISTICAL ABSTRACT OF THE US	ANN
UNCLE JOHN'S TOP 10	ANN
UNOFFICIAL GUIDE TO WALT DISNEY WORLD	ANN
WARMAN'S ANTIQUES & COLLECTIBLES PRICE GUIDE	ANN
WHAT EVERY VETERAN SHOULD KNOW	ANN
WORLD ALMANAC & BOOK OF FACTS	ANN
WORLD BOOK ENCYCLOPEDIA	ANN
WRITER'S MARKET	ANN
WTS AFRICA	ANN
WTS CANADA	ANN
WTS EAST & SE ASIA	ANN
WTS LATIN AMERICA	ANN
WTS MIDDLE EAST & S ASIA	ANN
WTS NORDIC, CENTRAL & SE EUROPE	ANN
WTS RUSSIA & EURASIA	ANN
WTS USA & WORLD	ANN
WTS WESTERN EUROPE	ANN

ATTACHMENT F: STANDING ORDER PAPERBACK (PBK) TITLES

TITLE
ANDY & SANDY (PBK)
BERNSTAIN BEARS (FOLLETT) No Discount
BIG NATE
BLEACH
BOXCAR CHILDREN MYSTERIES
CAPTAIN AMERICA
CAPTAIN AWESOME
CARVER CHRONICLES
CASE CLOSED
CHLOE (PBK)
CRITTER CLUB
CURIOUS GEORGE (HC)
DC SUPER FRIENDS STEP INTO READING (PAW PRINTS)
DC SUPERHERO GIRLS (PBK)
DESMOND COLE GHOST PATROL
DIARY OF A WIMPY KID (HC)
DISNEY STORYBOOK COLLECTION (HC)
DORK DIARIES (HC)
FLY GUY (FOLLETT)
FLY GUY PRESENTS (FOLLETT) No discount
GARFIELD (FOLLETT)
GARFIELD BOOM
GERONIMO STILTON
GODDESS GIRLS
HAMSTER PRINCESS (HC)
HARDY BOYS ADVENTURES
HARLEQUIN DESIRE
HARLEQUIN INTRIGUE
HARLEQUIN PRESENTS
HARLEQUIN PRESENTS LP
HARLEQUIN ROMANTIC SUSPENSE
HEIDI HECKELBECK
HORRIBLE HARRY
HOTEL TRANSYLVANIA
I CAN READ (HC)
I LIKE TO READ
I SURVIVED (PBK)
ISADORA MOON (PBK)
JUNIOR NOVELIZATION (PAW PRINTS)
KAREN KATZ LIFT-THE-FLAP BOARD BOOKS
KIMI NI TODOKE
KING AND KAYLA
LOVE INSPIRED
LOVE INSPIRED SUSPENSE
MAGIC TREE HOUSE (PBK)
MAGIC TREE HOUSE FACT TRACKERS (PAW PRINTS)

Bid Number: 20-16-LB

MAGNUS CHASE & THE GODS OF ASGARD
MAISY (HC)
MARVEL ADVENTURES/MARVEL UNIVERSE (PAW PRINTS)
MERMAIDS TO THE RESCUE
MICROSAURS
MY FIRST I CAN READ (HC)
MY LITTLE PONY (HC)
MY WEIRDER-EST SCHOOL
NANCY DREW CLUE BOOK
NANCY DREW DIARIES
ONE PIECE
PANDAVA
PEPPA PIG
POUT POUT FISH (BOARD)
PUPPY PLACE
RAINBOW MAGIC
READY-TO-READ (FOLLETT) No Discount
SCIENCE COMICS (PBK)
SERAPH OF THE END
SMURFS (PBK)
SPY SCHOOL BY GIBBS
STANLEY (BY BEE)
STEP INTO READING (LIB ED)
STEPPINGSTONE (LIB ED)
SUPERMAN
SURVIVORS
THEA STILTON
THEA STILTON MOUSEFORD ACADEMY
TWINTUITION (PBK)
UNLIMITED SQUIRRELS (WILLEMS)
WARRIORS (PBK)
WHAT WAS...? (LIB ED)
WHERE IS...(LIB ED)
WHO WAS...? (LIB ED)
WINGS OF FIRE (HC)
WONDER WOMAN
YU-GI-OH!

"ATTACHMENT B"



April 13, 2020

Ms. Amanda Bullard – Purchasing Manager
Cumberland County Finance Department
117 Dick Street
4th Floor, Room 451
Fayetteville, NC 28301

**RE: Invitation for Bid 20-16-LB
Public Library Books and Audiovisual Materials**

DUE: April 15, 2020 at 3:00 pm

Dear Ms. Bullard:

Thank you for allowing Baker & Taylor the opportunity to provide a response for IFB 20-16-LB.

We are pleased to present our proposal, including a detailed description of our service capabilities, following this letter.

Public libraries have been the primary focus of Baker & Taylor's business for over 190 years. We offer an unmatched suite of services touching every phase of the library materials supply chain, including innovative collection development services, pioneering data analytics for public libraries, and a public library-focused scope of material coverage. By using our premier service, Customized Library Services (CLS), the Library will partner with the industry's premier provider of customized technical services, utilizing our unique project management approach to provide turnkey service.

Should you have any questions regarding this proposal, please do not hesitate to contact me as listed below. I will be happy to assist in any way.

Thank you for your consideration.

Sincerely,

A handwritten signature in blue ink that reads "Lee Ann Queen".

Lee Ann Queen
Director-Pricing Services
Baker & Taylor, LLC
QueenL@baker-taylor.com
(800) 775-7930, ext. 3245

A. QUALIFICATIONS & CAPABILITIES

The library sometimes uses the selection list format to select titles for the collection. The vendor shall provide selection lists as required by the Library. Describe your capabilities for providing the following services:

1. SELECTION SERVICES

- i. Ability for Library staff, using the Contractor's database, to access or create selection lists from current review journals specified. The lists should include the following information for each title: author, title, publisher, publication date, binding, edition, list price, discount price, ISBN, LCCN, availability status, ordering blanks. Comply. Title Source users can create lists using many title attributes, including review source (over 1.2 million full text reviews in the system from sources such as Kirkus, Library Journal, Publishers Weekly, School Library Journal, Horn Book, VOYA, BookPage, BookList, Foreword, AudioFile and E-Streams)

Library Created Lists

The Library may create lists using the Search and Filter selections described below. Data elements include: 45 key search indices (including BISAC codes and key words, LC and Dewey classes), and eleven filter criteria (including stock status, publication date, binding, format, and grade level).

The database may be searched by keyword, title, author, ISBN, Approval subject descriptor, Dewey or LC classification, LC subject heading, publisher, or general subject code. Searches may be further narrowed by considering price, binding, print status, and date parameters.

Titles selected are retained in a cart for reference or for ordering purposes. Titles in carts may be duplicate-checked by ISBN across currently held and previously ordered carts or within a workgroup, under the same Administrative account. Duplicate checking by ISBN also is available between carts and the Library's current catalog.

Multiple filters and search criteria may be used in combination.

Search topics include Academic Subject, All Fields (keyword), All Subjects (keyword), Annotations (keyword), Artist, Author, Continuations ID, BISAC (codes or keyword), Dewey Classification, Edition/Volume, General Subject, Genre, ISBN, UPC, ISSN, LCCN, LC Classification, Library Subject, Merchandise Category, Item Number, Label Code, Product Code, Publisher/Supplier/Distributor, Review Source, Review Text, Series LC, Series Product, Title (keyword or begins with), and Table of Contents (keyword).

Filter selections include Physical Format, E-content Platform, Publication Status, Book Classification, Language, Stock Status, Publication Date, Audience, Rating, "Exclude Sensitive Juvenile Material", Demand, List Price, Features, Initial Print Run, Advertising Budget, Lexile Scale, Date Record Created, Date Record Updated, Pre-Order Date, First Receipt Date, Book In Hand Date, Information Source, Accelerated Reader Information, and Reading Counts Information.

Title detail is available in expanded record view. Available information may include: ISBN/UPC/LCCN, Publisher/Producer, Edition/Volume, Audience, Publication Status, Publication Date, Street Date, Dewey, Inventory Status, Demand, Series, Merchandise Category, Language, Approval ID, Pre-Order Date, Physical Format, Number of Pages, product dimensions (height, length, depth, weight), First Receipt Date, Initial Print Run, Advertising Budget, Library Subjects, General Subjects, Academic Subjects, BISAC Subjects, Lexile Scale, Accelerated Reader Information, and Reading Counts Information.

While the Library may create title lists using the website, the site also provides access to popular selection lists as created by our Collection Development department. Please see iv. below for information on these popular list groups.

- Date of Publication/Copyright
- Series
- Brief Annotation
- Interest Level
- Indication of Status
- Subject Classification

In addition, B&T can include almost any data element that is included in the structure of a MARC record in our hard copy or electronic formats of selection lists. We can include data that indicates:

- Juvenile Material Type, i.e. Picture Book, Easy Readers
- Subject Thesauri Elements such as BISAC Subject Classifications
- Non-book Material Genres
- Review Citation Indications
- Citation in Industry Standard Bibliographies such as Public Library Catalog or Best Books for Children
- Physical Format/Material Type
- Availability Status
- Stock Status
- Regional and National Demand accumulated from all B&T customers

Review Sources

B&T can provide access to full-text review citations from the following major review sources.

AudioFile	1992--
Booklist	Jan. 1995--
BookPage	Inception 1999--
Choice	1998--
Doody's	1993--
E-Streams	Inception (not known)
ForeWord	Inception 1999--
Horn Book Guide	1994--
Horn Book Magazine	1996--
Kirkus	1991--
Voice of Youth Advocates	1997--
PW	12/23/2003
LJ	all available reviews (~1985--)
SLJ	all available reviews (~1985--)
VideoLibrarian	Jan. 2002

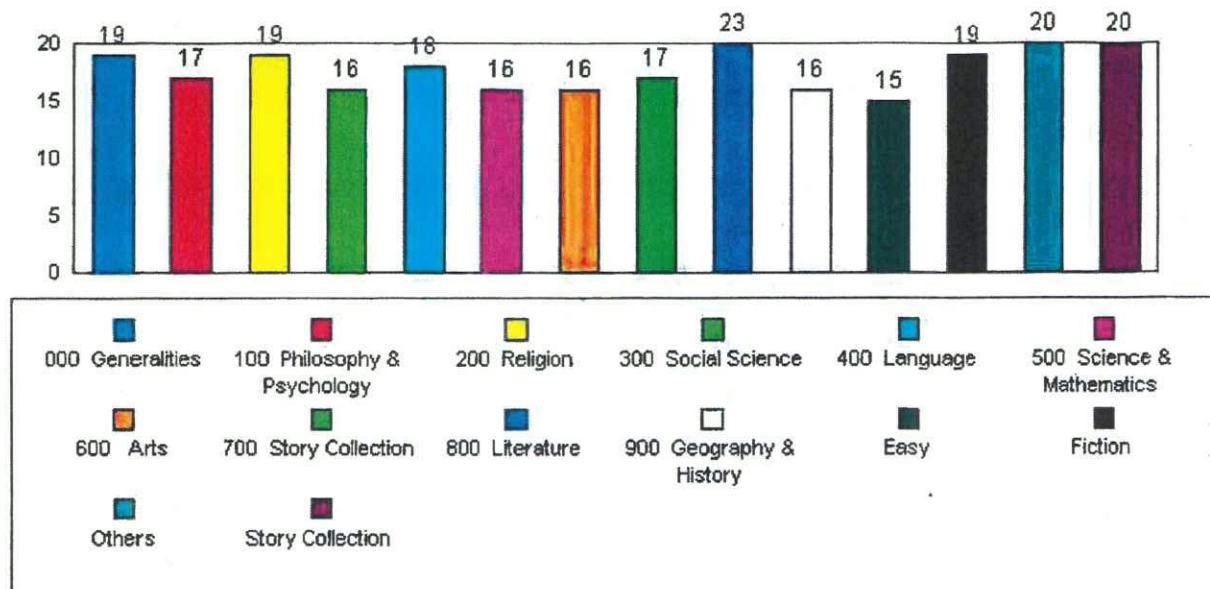
Holdings Comparison

It is our experience that library systems require the review and consideration of current holding information in library development projects. Contingent upon the library's ability to produce a machine-readable extract in conformance to Collection Management specifications, we can match this to our selection list data.

We can accept holdings data in an ASCII or MARC format. Our experience is that ASCII data matched by ISBN provides the best level of service. In almost all instances in which library holdings are included in a collection development project, the following processes are followed:

- Designated technical staff at the library extract an ASCII or MARC file of data to be included in the project
- The data file is transmitted to B&T via FTP

Holding Analysis - Dewey Range vs Average Age



iii. Contractor created selection lists for audiovisual materials. These selection lists may be used to order new materials, materials for a “shelf-ready” project or to enhance areas of the collection. Lists should include the following information on each title: author/director/main actor/narrator, title, distributor, release date and edition. List price, discount price, ISBN, LCCN, availability status, ordering blanks and the Library’s current holdings. Lists need to be divided into the following example categories: adult, juvenile, fiction, nonfiction.

Comply. Please see item ii. above for a description of our selection resources for collection projects, including selection and recommendations for spoken word audio and video material.

iv. Contractor generated “special” selection lists, catalogs and/or bibliographies for books and audiovisual materials on specific subjects or categories available through Contractor. Explain frequency, topic/subjects provided.

Baker & Taylor Created Lists

Popular title and topic lists, created by our Collection Development staff, are available for your access in cart form. These lists are part of our Selection List Services, described below.

selection lists by searching the database via 45 different search indices. Selection lists can be shared by multiple users within the account. Title Source 360 also gives the user the ability to apply grid distributions to a selection list (i.e. indicated branch, collection/holding codes or items types). The bibliographic data available to the user when looking at selection lists within Title Source 360 includes title, author, ISBN, price, UPC, subject headings, discounted price, inventory levels, publication date, Dewey number, and review sources.

Data can be accessed and output by using an extensive range of access points including but not limited to:

- Dewey Classification
- Library of Congress Classification
- Library of Congress Subject Headings
- Fiction Genres
- Juvenile Material Type, i.e. Picture Book, Easy Readers
- Subject Thesauri such as BISAC Subject Classifications
- Non-book Material Genres
- Key Word that can be applied to subject access points, full text annotations, and/or tables of contents

In addition to these subject/content descriptions, data can be accessed and output by non-subject descriptive data elements including but not limited to:

- Review Citation
- Citation in Industry Standard Bibliographies such as Public Library Catalog or Best Books for Children
- Series
- Level of Readership/Intended Audience
- Physical Format/Material Type
- Availability Status
- Stock Status
- Price

Staff Collection Management librarians also maintain bibliographies that can be used to support library collection development projects. Examples include and are not limited to interdisciplinary multicultural collections that have African American, Hispanic/Latino, and/or Asian oriented content.

B&T can provide collection development data in a laser printed hard copy, MARC, or PC compatible format including Microsoft Excel. Data availability includes, but is not limited to the following:

- ISBN/ISSN
- Binding/Format
- List Price
- Delivered Price
- Holdings
- Class Number (s)
- Author/Editor
- Title
- Edition Statement
- Publisher
- Date of Publication/Copyright
- Series
- Brief Annotation
- Interest Level
- Indication of Status
- Subject Classification

FirstLook™ Custom Features:

Multiple selection criteria including but not limited to:

- Subject criteria, such as Dewey and LC classification, BISAC and genre categories
- Reviews and citations in review sources and/or bibliographies
- Audience level
- Series
- Publishers
- Citation in a Baker & Taylor publication or merchandising plan
- Publication date
- Format

Flexible scheduling options

- One-time special profiles (i.e. replacement lists) available
- Weekly, semi-monthly, quarterly, contingent upon profile/material type

Duplication management

- Titles are checked against previous carts—view a title one time for selection efficiency and to prevent unwanted duplication

Lists delivered as carts to:

- Title Source 360™

Lists sent via FTP, email or US mail in the following formats:

- Word
- Excel
- PDF
- MARC

B&T can provide collection development data in a laser printed hard copy, MARC, or PC compatible format including Microsoft Excel. Selection Lists can also be loaded into the Library's ILS via Baker & Taylor's Title Source 360™, or via MARC acquisition records.

Other selection list options include:

Merchandisers' Variety Program

The Merchandisers' Variety Program allows the Library to create separate profiles by subject category. The key criterion in title identification for these categories is the prepublication purchasing threshold, which represents Baker & Taylor's anticipated demand for these titles.

The Merchandisers' Variety Program addresses all collection areas, including those that are typically not covered in review journals. There are different thresholds for different categories. Category coverage includes adult fiction genres and nonfiction categories, children's and teen areas, spoken word, Spanish language, and video DVD. Examples include, but are not limited to:

- Adult & Children's Books
- Adult general fiction
- Adult mystery
- Adult romance
- Computer books
- Cooking
- Crafts and hobbies
- Children's chapter books
- Children's concept books
- Children's easy readers

At Home

It's time to spruce up the yard, reorganize the clutter, plan that much-needed renovation, update and repair the plumbing, and redecorate one's living space, and this special annual catalog's contents will show you how!

At Home encompasses a rich variety of new, recently published, and forthcoming books, in hardcover and trade paperback. It features an outstanding collection of works, for both adults and children, that covers such topics as **Antiques & Collectibles, Architecture, Cooking, Crafts & Hobbies, Decorating & Design, Gardening & Landscaping, Holidays & Celebrations** and **Home Repair**.

Press Play Microsite (available via Title Source)

Provides movie selections and suggestions. Features include Top 250 Movies, Box Office Hits, and Now In Theaters.

Selection lists by genre are also available in Title Source (BROWSE/SELECTION LISTS/MUSIC & VIDEO). Then select AV First Look to review monthly lists or select separate categories for Award Winners and Honors.

DVD

Search our lists for titles in Action/Adventure, Comedy, Documentary, Drama, Family, Foreign, Sports, Travel, Educational, Horror, Music Video, Mystery, Performing Arts, Science Fiction, Television, Top Sellers, and Westerns.

Titles on the microsite and the genre selection lists are available in selection list format for ease of order and are issued monthly.

- v. Provide information on any other Collection Development services pertaining to the selection of adult and juvenile cataloged books and audiovisual materials. Include a description of capabilities for accessing selection lists or bibliographies by computer interfacing with the Library's automation system.

Please see i. through iv. above for information on various levels of selection lists services. Lists may be accessed via our Title Source selection and ordering website; please see item 2 below for details.

collectionHQ

collectionHQ, used by many of the top library systems in the U.S., U.K. and Australasia, is based on the proven Evidence-Based Stock Management (EBSM) methodology. By analyzing detailed circulation patterns, the methodology provides action plans to help librarians develop and manage collections, saving time and money, improving circulation and aligning the collection with local demand.

collectionHQ's powerful toolset provides valuable insight and clear direction so that librarians can perform tasks that used to take weeks or months in a matter of minutes. From collection maintenance to collection development, collectionHQ eases workloads and frees up staff's time to work on other important areas within the library.

collectionHQ harnesses evidence of a collection's usage. This allows public libraries to analyze their demand and use that to influence subsequent purchases based on the proven EBSM methodology. This allows for detailed spending plans to be quickly created at the branch level.

Additionally, collectionHQ's unique and powerful 'Discovery tool' gives clients access to circulation data collected from other North American Public Libraries. Using 'Discovery', they are able to carry out searches on this data and compare this against their own holdings. They may also identify specific items that are circulating well in other Public Libraries which they do not have in their own collection at present.

TitleTalk: Previews

These full day events are hosted in public libraries across the US. A wide range of publishers are on hand to provide forthcoming title information for key children's and teen materials. New title information presented via PowerPoint typically includes jacket images, print run totals, and internal spreads. Each attendee receives full title information via handouts and also has the opportunity to interact with and ask questions of our presenters. Select advance reader copies are provided along with numerous publisher promotional kits appropriate for programming. Corresponding bibliographies and PowerPoints are posted on TS360 to support titles previewed as well. Materials covered typically include books up to six months from publication date. Special guest author and complimentary book signing concludes the event.

TitleTalk: Trends

The CATS team conducts focused seasonal and regional presentations throughout the US presenting overall publishing trends and forthcoming title previews. The time-frame and format can be customized to fit the specific interests and needs of the Library, staff in-service day, regional event, etc. As with our full day events, select advance reader copies are provided along with numerous publisher promotional kits appropriate for programming. Corresponding bibliographies and PowerPoints are posted on TS360 to support titles previewed. Your dedicated CATS Coordinator can also provide TitleTalk: Trends presentations via webinars to smaller groups or individual librarians.

Webinars – The CATS team hosts webinars on a variety of focused topics such as forthcoming titles, public library best practices, program planning and trends, publisher trends, debut authors and much more.

ARC Program – The CATS Advanced Reader Copy program currently offers two options that provide regular shipments of either YA or Children's advanced reader copies for your review.

CATS Booking Ahead – Booking Ahead is one of Baker & Taylor's monthly prepublication notification services. CATS provides four separate monthly selection lists ranging from preK through teen levels, up to three months in advance of publication date. These Selection Lists are housed in TS360™.

CATS Meow – Monthly e-newsletter providing new title reviews, Top Ten lists of best-selling titles, new and ceased series information, industry news highlights, publisher related contests, Paw Prints/Follett Bound promotions, national and state library conference calendar and much more.

CATS Microsite – Focused website containing all Baker & Taylor products and services related specifically to the needs of children's and teen librarians. Also includes hyperlinks directly into new and popular selection lists within TS360™.

CATS Prebind Manager – Our dedicated CATS prebind managers are available to assist your staff with special title requests, timely order fulfillment, and general questions about our Paw Print/FollettBound product. New title selection lists are created and maintained in dedicated PawPrint/FollettBound areas within TS360™. Collaborating with our publisher partners allows for prebind selection lists offering promotional discounts for new and backlist titles. These promotions are communicated to our customers through a variety of methods and corresponding selection lists are posted for your review within TS360™.

2. ORDERING

Describe ordering procedures. Include the following:

- i. Online access capability & any charges that apply.

Title Source 360, our bibliographic selection and ordering website, will work in conjunction with the ILS and will be a source of title and order information. Please see below for a description of the website.

Title Source 360

We are pleased to offer our Title Source website to the Library for viewing of inventory, selection of material, placement of electronic orders via ILS, and reviewing updated order status. The site is fully functional and features grid ordering and multi-faceted searching and filtering options.

Baker & Taylor's Title Source 360™ website is a revolutionary way to order product from one trusted source. Through the latest innovative technology, Title Source 360™ provides users with fast, accurate and personalized search results, and makes ordering easier than ever. Find the products you need and order them quickly and easily with a streamlined checkout process all online at ts360.baker-taylor.com.

Baker & Taylor's Title Source 360™ is the most extensive database of bibliographic acquisitions information for U.S. publications. This subscription database includes book, e-book, spoken word audio, DVD, and music CD titles. Each record gives current print status (i.e. Not-Yet-Published, Out-of-Print), in-stock availability, latest list price, and the Library's estimated discounted price. Title information is updated daily.

Title Source 360™ Benefits:

- Largest database of book titles and media products
- Fast, customized search results based on prior searches or user profile
- Intuitive interface
- Inventory view and title searching within cart
- Product release calendar
- Special offers and promotions
- Live customer support
- Customized profiles
- Streamlined order management
- Simple batch entry upload and ordering process

Title Source 360™ makes it faster and easier to order books, movies or music products — now you can have millions of products at your fingertips with one easy-to-use ordering system.

Customized Search and Browse Capabilities

Title Source 360™ enhanced search capabilities include type-ahead and spell-checking to aid in your search.

Wealth of data at your fingertips

Each view provides publisher/producer status, inventory level, estimated discounted price, cart and order duplication indication-without a single click of a button.

Enhanced MARC profiler

This feature makes integration with your ILS easy and efficient. Output customized, best available, MARC records with your required ILS data including, but not limited to, notes, location codes, fund codes, and collection codes, to create on-order records. On-order records can be used in the acquisitions process and to enable patrons to place holds on pre-pub titles.

Easy Cart Management

The innovative cart drawer is easily accessible on every page, so you can keep your lists and carts

- With one click, a user may remove any preset filters and quickly display a broader set of search results
 - Create, merge, copy, export and transfer selection carts. Carts can even be emailed to other users
 - Download MARC records into your ILS system with 9XX tags
 - Duplicate checking between orders and selection carts:
Titles in carts may be duplicate-checked by ISBN across currently held and previously ordered carts or within a workgroup, under the same Administrative account. Duplicate checking by ISBN also is available between carts and against the Library's current catalog. If a duplicate ISBN exists in the current catalog, the User sees a notifying symbol on the title record while searching, alerting the User of the duplicate (C = duplicate in Cart / O = duplicate in Ordered Cart / H = duplicate in Holdings).
- Title Source 360 is unique in providing dynamic tracking of ordered titles as they move through our fulfillment process. Graphic icons "O" at every view can be clicked to reveal a current status of the item (BACKORDERED, RESERVED, CANCELED, SHIPPED) at that time. This tracking is also available for orders transmitted through the ILS EDI process.
- Duplicate Data for alternate formats of a work may be viewed with one-click access. This feature provides the user with information on any alternate format of the work being searched and also provides a quick summary to identify if any of the alternate formats are currently contained in another cart, in another order, or within Library Holdings.
 - Digital catalogs and title listings viewed in TS360 also instantly reflect any duplicate order or cart activity.
 - Ordering grid capabilities for the library to track multiple branch distribution of title copies as well as three other user defined fields
 - Order grid information may be downloaded to the library's ILS system for ordering and/or transmitted in the electronic order file sent from Title Source 360™
 - Access to Lease Pre-publication lists and Quick Call
 - Access to lookup ISBNs in library OPAC with one click
 - Administrator determines levels of access for user IDs

Shared Cart Functionality:

- Simultaneous Access to or Sharing of a single cart by multiple users within single Title Source 360™ account.
- Enhanced Duplicate Checking allows a user to perform a duplicate check for a single title before and/or after placing the title in the cart. Those customers using our Grid Distribution system will see appropriate Grid information displayed in the printable popup window alongside previously provided duplicate information.
- An Inline Grid Distribution Table is incorporated within the Detailed Title Display to give users the ability to enter multiple rows without having to go to a separate grid screen. It is also available as a popup read-only window for shared grid carts.

iv. Ordering items which are not currently in stock. Do these incur extra freight charges?

Items ordered, but not available in our inventory for immediate shipment are backordered with the publisher/producer. Status reports will include all backordered items, as well as explanations for cancelled items. Status reports are generated with each shipment and are also available upon request.

As backordered items are received from the publisher, they are consolidated, processed, and shipped to the Library. All Library shipments, including backordered materials, are delivered FOB Destination with free shipping from the primary service center.

v. Allowing Library to designate the locations which are to receive specific quantities of a given title (Can it handle orders for multiple branches (grid ordering)?)

Title Source 360 gives the user the ability to apply grid distributions to a selection or order list (i.e. indicated branch, collection/holding codes or items types).

Order grid information may be downloaded to the library's ILS system for ordering and/or transmitted in the electronic order file sent from Title Source.

vi. Checking for duplicate orders but allowing additional copies to be ordered.

Titles in carts may be duplicate-checked by ISBN across currently held and previously ordered carts or within a workgroup, under the same Administrative account. Duplicate checking by ISBN also is available between carts and against the Library's current catalog. If a duplicate ISBN exists in the current catalog, the User sees a notifying symbol on the title record while searching, alerting the User of the duplicate (C = duplicate in Cart / O = duplicate in Ordered Cart / H = duplicate in Holdings).

New titles or additional copies of titles in holdings may be ordered, as designated.

vii. Describe training available for Library staff on the acquisition procedure.

Our staff is available to provide training on any B&T product or service, either onsite or via webinar. Topics may be determined by the Library, but a few suggested areas are:

-use of Title Source site

General use and navigation of the site

Interface with Evergreen

Online Selection List Services

Use of Shared Carts

Use of Grid Orderings

Tips and training for the Administrator and for Selectors

-use of Collection Development services and the development of custom profiles and production schedules for selection title lists

-use of acquisition programs such as book lease, automatic shipment profiles, and standing orders

Trainings may be provided at regularly scheduled intervals or may be scheduled as needed by the Library. We will be pleased to coordinate with Library staff to develop training schedules at your convenience.

to the CLS Bibliographic Database. The record is then further edited to meet the library's specifications and the appropriate item record is keyed. The record is then saved to the library's work file. The exception to a full level record would be that some AV pre-pub records are not upgraded to full MARC standards. However, these records are upgradeable to the Library's local standards. If a matching record cannot be found in the multi-database search string, a request is forwarded to an original cataloger in the CLS department. Our original catalogers will create a record according to RDA rules. LC authority files are used to validate author and subject headings. Once the record is created, it is saved into the CLS Bibliographic Review File. Once the record has been reviewed and approved, it is saved in the CLS Bibliographic Database. The library's assigned cataloger is notified and the record will be edited to meet the library's specification and appropriate item tag is keyed.

Every title sent to the library will have a full MARC record with the appropriate item tags. The records will either be new additions to the library's catalog, edited and modified to the library's standards, or existing records from the library's catalog.

When the cataloger has completed the order, laser printed label sets consisting of spine, barcode, bibliographic, and other labels as required by the library are printed. The barcode is provided in a standard format, with an eye readable number strip available. All other labels are customizable for font, pitch, boldness and italics. Options for label font include Courier, Times New Roman and Arial and pitches 12, 14, 16 and text can be left justified or centered. For thin books, we can provide one line spine labels and for Picture Books we can provide a larger font author letter spine label. The library will supply a unique barcode range, barcode prefix, and symbology information.

Call number and bibliographic information is extracted directly from the MARC record to ensure accuracy. After the labels are printed, a file of MARC records corresponding to the titles in the order is created. Released records are flagged so they cannot be selected again.

The file of records will be put on the B&T FTP server for the library to retrieve and load. The records are maintained on the Library's work file for historical reference.

ii. The cataloging standard is full-level cataloging according to current National rules and standards, piece in hand.

If the matching record found is not a full level record, the record is upgraded to meet LC standards and is saved to the CLS Bibliographic Database. The record is then further edited to meet the library's specifications and the appropriate item record is keyed. The record is then saved to the library's work file. The exception to a full level record would be that some AV pre-pub records are not upgraded to full MARC standards. However, these records are upgradeable to the library's local standards. Book in hand cataloging is provided in any instance requiring original cataloging or CIP upgrade.

iii. Descriptive cataloging must conform to AACR2 rev., and Library of Congress Rules Interpretations or RDA.

Comply

As this is a developing technology with unlimited potential for library use, we will continue to support the needs and requirements of our customers.

Once the material is fully processed, it is ready for the final and most important stage in our CLS process, back audit.

Back Audit

The back audit team is the final step in ensuring the material we ship to the library is of the highest quality and is in compliance with the library's profiled specifications. The CLS back auditors inspect each order by cross referencing the completed processing and the processing instructions gathered at the site visit. Once the library's material passes this stage, the order is ready to be staged for delivery to the library.

3. Reporting System:

An order confirmation must be available at least every seven days, which includes quantity ordered, author, title, ISBN, unit price, discount and net price.

Confirmation will be provided for each order, per line item (Confirmed/Backordered/Cancelled). This confirmation is returned within minutes for orders placed electronically. Thereafter, a status report is generated with each shipment, detailing the status of any item ordered, but not yet shipped.

Status reports are generated with each book shipment, detailing the status of any item ordered, but not yet shipped (provided at scheduled intervals for DVD product). Status reports, per account, can be supplied at the frequency requested.

Title Source 360 is unique in providing dynamic tracking of ordered titles as they move through our fulfillment process. Graphic icons "O" at every view can be clicked to reveal a current status of the item (BACKORDERED, RESERVED, CANCELED, SHIPPED) at that time. This tracking is also available for orders transmitted through the ILS EDI process.

*Additionally, the Library may view the status of any product order at any time on-line, via our **On-line Customer Support site**:*

Online Customer Support

***Online Customer Support (OCS)** is available to the Library via our website at www.baker-taylor.com. OCS is Baker & Taylor's web-based account management system. OCS's sophisticated search options include the ability to query orders by Purchase Order Number, B&T Number, ISBN, and Order Date Range. You can also view detailed information, including order and account status, warehouse location, quantities and prices, and shipping details for UPS shipments. There's even an option that helps you print invoices and order details for your records.*

If a title cannot be supplied, the vendor must provide a cancellation list, showing titles that cannot be supplied, and the reason (i.e., not yet printed, must order direct, vendor not responding, publication canceled, etc.).

Any cancelled title will appear on the status report, with report code indicators (see item above for information on accessing order status).

Those titles not in stock at the time of the order will be supplied within one hundred and twenty (120) days. If the titles are still not available, a status report should be supplied reflecting the reason.

We will be pleased to honor the backorder period established by the Library, per account. Status reports will provide information on your pending shipments (see item above for information on accessing order status)

4. Cancellations:

The system must allow for quick cancellation of any title ordered by CCPL&IC.

The library may cancel items on backorder at any time prior to the title entering the cataloging/processing workflow. Please contact your Account Coordinator for assistance.

5. New Titles:

The vendor should supply the latest edition of a title, unless an earlier edition is specified.

Title orders will be filled based upon the ISBN ordered.

8. Cataloging Provided by Vendor:

Cataloging that is provided by the vendor must conform to RDA or AACR2 standards and MARC21.

Comply

CCPL&IC uses the Dewey classification system and LC Subject Headings. Fiction titles will have subject and genre subject headings added as appropriate. CIP records will be changed to full cataloging, including all appropriate subject headings. Physical description, titles, and subtitle information will be verified and changed as appropriate.

Baker & Taylor has successfully partnered with Cumberland County to provide cataloging services for over 26 years and understands the library's requirements. CLS can catalog materials to the specifications required by the library as noted.

The CLS cataloging workflow and methodology are described in response to A.3.i.

Cataloging must be provided for no less than 95% of books supplied. For those titles which the vendor cannot catalog, CCPL&IC will be notified to supply the cataloging record.

Every title sent to the library will have a full MARC record with the appropriate item tags.

Vendor must regularly update CCPL&IC's holdings with OCLC.

Comply.

9. Book Processing:

The vendor must be able to provide full or partial processing (barcodes, encoded RFID tags, property labels, spine labels, and Mylar book jackets).

All books cataloged by vendor or provided by CCPL&IC will be processed in the general manner described below:

Book jackets must be covered with plastic or Mylar book covers. The jackets must be sealed or secured to the book, unless there is a map or chart on the end papers.

There must be a spine label affixed to the book under the plastic or Mylar cover, unless the book has no cataloging record, and thus there is no classification number available for a spine label.

Items 1-4 above: Baker & Taylor has successfully partnered with Cumberland County to provide processing services for over 26 years and understands the library's requirements. CLS can process materials to the specifications required by the library, as noted.

The CLS processing workflow and methodology are described in response to A.3.vii.

Detailed processing specifications will be provided by CCPL&IC to the vendor awarded the bid contract(s). Accuracy rate must be ninety-five percent (95%) for all titles shipped, which would include the correct title, edition, and number of copies per title. If processing errors in excess of 2% occur, vendor will issue a credit of one-third of processing charges.

Baker & Taylor understands and will work with the library to establish the appropriate parameters in defining and maintaining processing accuracy. Prior to shipment, all B&T processed materials pass through several quality control stations within the warehouse where accuracy, quantity, and completeness are checked and rechecked. The process is known as "back audit". The back audit team is the final step in ensuring the material we ship to the library is of the highest quality and is in

B. PRODUCT SPECIFICATIONS

1. BOOK CATEGORIES

Category I: Adult and Teen Books Ordered

The library orders approximately 2,500 volumes a month in this category.

Eight-five percent (85%) of books in this group require cataloging and processing as described above under the heading

SERVICE REQUIREMENTS.

Fifteen percent (15%) of the books in this group are ordered non-processed or with minimal processing (Mylar jackets only).

Understood

Category II: Juvenile Books Ordered

The library orders approximately 1,800 volumes a month in this category.

Ninety (90%) of books in this group require cataloging and processing, which is described above under the heading

SERVICE REQUIREMENTS.

Ten percent (10%) of the books in this group are ordered non-processed or with minimal processing (Mylar jackets only).

Understood

Category III: Continuous (Standing) Orders Processed

The vendor is required to maintain continuous orders with publishers for titles specified by CCPL&IC, and ship them automatically upon publication. Specific requirements are the vendor must:

Baker & Taylor's Continuations Services is your one-stop source for series standing orders. Our extensive title selection, unparalleled service, and free management reports make us a leader in standing order services.

Continuations offerings include numbered and unnumbered monographic series, sets in progress, non-subscription serials, proceedings, and select U.S. government documents and publications.

Our experienced researchers continually monitor more than 40,000 adult and children's series from more than 14,000 publishers, so they know when the next issues of relevant publications will be published. We then ship the new titles as soon as they are received.

You can rely on Baker & Taylor's up-to-the-minute knowledge of the market to fulfill your standing orders and stay informed about series title changes, cessations and merges. Our Title Report e-mail update program keeps customers informed as these changes to their profiled series occur.

Baker & Taylor's Continuation Services provides a variety of information resources, ensuring your library is up-to-date on the most popular and current book series. From selection lists to catalogs, we provide the most comprehensive standing order services in the industry.

A master profile listing of all of the library's requested titles, cycle time, and quantities can be provided each year. Shelf ready cataloging and processing are available for continuations accounts.

Only Baker & Taylor can provide ALL of the following standing order services to the library:

and many more.

The staff of the Continuations Support Center is at your service. To learn more about the Support Center Team, please contact us at btcontinuations@btol.com.

Supply CCPL&IC annually with a status list of current continuous order titles.

A master profile listing of all of the library's requested titles, cycle time, quantities, and publication status can be provided each year.

Fill the orders in quantities specified.

Orders will be filled automatically, as new series issues are released. The Library may determine quantities per series.

Supply a cancellation report indicating which titles have been canceled, and the reason for cancellation. Supply reports of any title changes.

You can rely on Baker & Taylor's up-to-the-minute knowledge of the market to fulfill your standing orders and stay informed about series title changes, cessations and merges. Our Title Report e-mail update program keeps customers informed as these changes to their profiled series occur.

Provide selection assistance free of charge by regularly published catalogs and book lists as well as assistance by telephone and/or written correspondence.

Promotions

Promotional flyers from our vendor partners announcing "new & noteworthy" series are sent to our customers 4-6 times per year. Each flyer describes important new series, ID numbers, publication titles/dates and is designed as an order form to simplify the process.

Selection Lists

Our staff will be pleased to assist with selection lists or series research. Just contact your representative, and let us do the rest!

The Navigator

Publication of forthcoming titles (2 times per year). The Core List contains more than 1,500 titles covering a variety of subject areas, including: Business, Travel & Tourism, Bibliographies, Computer Technology, Economics, Education, Occupations & Careers, and much more. Libraries of all types can rely on this authoritative list to build or enhance their standing order collection. Each Core List entry includes series ID, title, publisher, last title published, last date published, list price, frequency and special notes. Additional information, such as subtitle, title changes, or other pertinent data can be found in the "notes" column for selected entries.

B. Questionnaire

C. Cost

ATTACHMENT D: COST PROPOSAL

**CUMBERLAND COUNTY PUBLIC LIBRARY & INFORMATION CENTER
PROPOSED DISCOUNTS**

1. Cataloging and Processing fees *Please see Exhibit 1 for details*

1. Full Book Processing & Customized Copy Cataloging costs per Book. (Including encoded RFID tags) \$ 3.75 / unit
2. Original cataloging Price per Book. \$ 10.00/title (one time only, with the first copy ordered)
3. Price per Book for Mylar cover only. \$ 0.69 / unit
4. Full AV processing & customized bib record costs per item (Including encoded RFID tags). CCPL doesn't currently (1) *Spoken Word Audio CD = \$ 6.49 / unit (1)*
outsource AV cataloging but may in future. *DVD = \$ 4.98 / unit (2)*
(2) Cataloging/processing services are not available for DVD product issued by Buena Vista Home Entertainment, aka Walt Disney Studios Home Entertainment (BVHE).

2. Library Books

State any discount allowed from the publishers list price where indicated.

Category I - Adult and Teen Books (85% processed) (estimate \$300,000)

Please see Exhibit 2 for a complete discount schedule and Exhibit 3 for Material Category definitions.

Discount Allowed

1. Trade Books (Fiction and Nonfiction) 46.7 %
Category Definition I, hardcover
2. Non-Trade Books 20.0 % *
3. Library Bindings 25.0 %
Category Definition IX
4. Mass Market Paperbacks 1-9 copies/title = 40.0 %
10+ copies/title = 43.5% %
Category Definition VII
Category Definition V

Category II - Juvenile Books (85% processed) (estimate \$180,000)

Please see Exhibit 2 for a complete discount schedule and Exhibit 3 for Material Category definitions

Discount Allowed

1. Trade Books (Fiction and Nonfiction) 46.7 %
Category Definition II, hardcover
2. Non-Trade Books 20.0 % *
3. Library Bindings 25.0 %
Category Definition IX
4. Mass Market Paperbacks 1-9 copies/title = 40.0 %
10+ copies/title = 43.5% %
Category Definition VII
Category Definition V

Category III - Continuous (Standing Order) (estimate \$52,000)

Please see Exhibit 2 for a complete discount schedule and Exhibit 3 for Material Category definitions.

1. Trade books 46.7 %
Category Definition I, hardcover
2. Non-Trade Books 20.0 % *

* Some titles within Category IX are available at list price. Please see Exhibit 2 for details.

D. Vendor Experience

Title inventory includes Adult, Young Adult, and Juvenile selections, Fiction and Non-Fiction, appropriate for any audience or reading level. Choose from popular literature, classic literature, technical editions, reference editions and more.

DVD / Blu-ray

We supply the industry's widest supply of titles in all viewing categories. In addition to stocking all of the major studio theatrical hit releases, we also have an extensive inventory of instructional, how-to, juvenile, animated, documentary, movie musical, music video, Bollywood, and Spanish language selections. Children's selections are available for popular movie/TV programming as well as educational pieces suitable for K-12 grade student learning.

Due to the volume of titles shipped daily from our service centers, stock levels for publishers/producers representing any popular, high-demand, and/or classic title are monitored closely. Stock is replenished on a regular basis, thus eliminating lengthy backorder timeframes.

- **An electronic ordering system**

Please see Tab A.2 for a description of our Title Source website and ancillary services.

- **Custom processing and cataloging system**

Please see A.3.i for a description of our custom cataloging services and A.3.vii for a description of our processing services.

Experience/Expertise/Background

Baker & Taylor is a leading full-line distributor of books, ebooks, and video products to library facilities, with annual sales of more than 115 million books from over 75,000 publishers and imprints. We also provide our customers with value-added proprietary data products and customized management and outsourcing services. We have been in business over 191 years and have developed long-term relationships with our customers and with the major book publishers, movie studios and recording labels.

We ship more than 1 million unique ISBNs (SKUs) annually. We maintain one of the largest combined in-stock book, video and music inventories in the United States with approximately 1 million titles in inventory and over 1.5 million available for order.

Baker & Taylor is a leader in the library market because of the wide range of products offered and because of the products and services developed during our decades of service. Our goal is to address library customers' particular needs, including:

- On-line ordering and order confirmation
- Automated or outsourced cataloging services
- Opening day collection preparation
- Continuing collection development and refinement
- Evaluation and acquisition of specialized and technical books
- Automatic receipt of pre-profiled book titles
- Preparing books for circulation

Baker & Taylor employs over 1,100 people in national and international locations. Our headquarter office is located in Charlotte, NC, with operations and distribution centers in Commerce, GA and Mokena, Illinois.

Baker & Taylor is a privately held firm, formed in the state of Delaware in 1991.

Bank Reference:

*Bank of America, NA
Atlanta Plaza Building
600 Peachtree Street, NE
Atlanta, GA 30308-2265*

Baker & Taylor has been leading the industry in providing customized technical services to libraries for over thirty years. We have developed a multitude of innovative services in the areas of collection management, cataloging services and technical processing. Due to technological advances and the increased complexity of library operations and projects, Baker & Taylor created Customized Library Services in 1996. This allowed us to consolidate our

Project Management Approach / Team Formation

As a current customer, the Library has an established CLS Project Team. Upon award, CLS will work with the library to review your account structure, cataloging profiles, and processing profiles and to produce any samples for approval as needed. Based on this review, we will make any updates necessary. Your Customer Success Manager will work with you to determine the next steps to organize and fulfill service needs.

For informational purposes, our process is outlined below:

The formation of Baker & Taylor's Customized Library Services brought with it the development of a project-oriented approach to Ongoing Collection Development, Opening Day Collections, and Ongoing Online Cataloging and Processing. This approach allows our project team to schedule all facets of a project or ongoing service, including resources, and provides the foundation and framework for the entire project, while creating a mutual understanding of the requirements of both the Library and CLS.

The first step in the implementation of the CLS project management process is the establishment of a project team. All CLS project teams consist of a minimum of a Customer Success Manager (CSM), collection development manager, an automation specialist/cataloging/processing manager, and an account coordinator. Team members are responsible for managing their assigned resources to complete the project. In turn, each team member works closely with the CSM to ensure compliance to all requirements.

The project team immediately becomes part of the CLS response team and helps develop an approach that will successfully complete the project and meet the library's requirements. This process insures that all management resources are in place prior to the submission of our response. Our experience has shown that when the library sets up a project team with similar project responsibilities and scope in advance of the project or ongoing service startup, the documentation and implementation of services is more efficient, accurate, and thorough. Additionally, the library's internal project team, supported by a designated library project manager, can provide a central point of contact for all issues and information. This will help foster communication and will insure that all internal library timelines and schedules are met.

Upon successful award to CLS, the Customer Success Manager (CSM) immediately contacts the library's Project Coordinator to begin developing the partnership that will carry through to project completion. At this time, the CSM contacts the library to review the next steps in the process and to schedule site visit dates and to request samples of barcodes, genre labels, ownerships labels or other labels as applicable. The Project Manager will work with the library to schedule a series of conference calls, including the appropriate CLS and library project team members. The goal of these calls will be to establish connectivity to the library's catalog, to review the cataloging and processing specifications supplied in the proposal process (and to further define them if needed), to profile any collection development needs, and to assist in the coordination of any electronic ordering/account set up. At the end of these conference calls, all CLS project team members will review their notes and will provide a comprehensive requirements documentation package to the library. Upon receipt of the library's approval of the requirements package, CLS will create cataloged and processed product samples for the Library's review.

Your CSM will deliver these samples to the library, providing another opportunity to confirm our understanding of your requirements. At this time the project manager can walk the library through placing their first orders and discuss a fulfillment schedule.

Ultimately, the key to successful project management is communication. Internally, we emphasize and focus on team communication for facilitation and completion of all processes and tasks. Externally, this communication is no less important. Team to team communication between the library and CLS builds a confidence and the environment that is needed for the successful completion of any project. In support of this "communications environment", the project manager is responsible for establishing regular conference calls with the library and all the CLS team members. These meetings can serve a number of purposes, such as the regular review of profiles, requirements, and project status updates. Our experience has also proven that these meetings and calls aid in the development of the relationship between CLS and the library by promoting open lines of communication at all times and by helping to resolve any issues or questions to the mutual satisfaction of the library and CLS.

A final component of project management is consulting support. All CLS project managers have significant project and delivery experience that can provide ongoing support and aid to the library. This additional knowledge base is acquired from working with seasoned project professionals, and can be a great asset to

E. References

IFB Attachments A-F

Bid Number: 20-16-LB

specifications/requirements and are adequate and suitable for the proper and effective performance of the Contract.

14. **AFFIRMATIVE ACTION:** The vendor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability.
15. **VENDOR REGISTRATION:** Vendor's are not required to register as a vendor in our system in order to submit a bid; however, registration is recommended so that vendor information is available for future opportunities. New vendors can register by visiting the following URL:
<https://ccmunis.co.cumberland.nc.us/MSS/Vendors/Registration/Default.aspx>.

This Space is Intentionally Left Blank

Bid Number: 20-16-LB

ATTACHMENT C: CERTIFICATION OF FINANCIAL CONDITION

Name of Vendor: Baker & Taylor, LLC

The undersigned hereby certifies that: [check all applicable boxes]

- ☒ The vendor is in sound financial condition and, if applicable, has received an unqualified audit opinion for the latest audit of its financial statements.

Date of latest audit: May 30, 2019

- ☒ The vendor has no outstanding liabilities, including tax and judgment liens, to the Internal Revenue Service or any other government entity.

- ☒ The vendor is current in all amounts due for payments of federal and state taxes and required employment-related contributions and withholdings.

- ☒ The vendor is not the subject of any current litigation or findings of noncompliance under federal or state law.

- ☒ The vendor has no findings in any past litigation, or findings of noncompliance under federal or state law that may impact in any way its ability to fulfill the requirements of this Contract.

- ☒ He or she is authorized to make the foregoing statements on behalf of the vendor.

Note: This is a continuing certification and vendor shall notify the Contract Lead within 15 days of any material change to any of the representations made herein.

If any one or more of the foregoing boxes is NOT checked, Vendor shall explain the reason in the space below:

Lee Ann Queen

Signature

4-13-2020

Date

Lee Ann Queen

Printed Name

Director-Pricing Services

Title

[This Certification must be signed by an individual authorized to speak for the Vendor]

Attachment E – Standing Order Book Titles

- (1) *Line items 6, 7, 8, 9, 12, 21, and 59 are magazine/periodicals*
- (2) *Line items 16, 18, 19, 22, 25, 44, 46, 47, 48, 49, 50, and 76 are Publisher Direct*
- (3) *Line item 57 has ceased publication.*

All remaining items are available from Baker & Taylor.

Bid Number: 20-16-LB

	MASTER THE GRE	IRR
②	NAT ELECTRICAL CODE HANDBK	TRI
	NATIONAL ELECTRICAL CODE	TRI
②	NC BUSINESS DIRECTORY	ANN
②	NC GENERAL STATUTES	BIE
②	NC GENERAL STATUTES ADVANCED LEGISLATIVE SERVICES PAMPHLET	IRR
②	NC GENERAL STATUTES ANNOTATED	ANN
②	NC RULES OF CIVIL PROCEDURE. & EVIDENCE + SUPPL	ANN
	NOVEL & SHORT STORY WRITERS MARKET	ANN
	OCCUPATIONAL OUTLOOK HANDBOOK	BIE
	OLD FARMER'S ALMANAC	ANN
	PETERSON'S FOUR YEAR COLLEGES	ANN
	PETERSON'S SAT PREP GDE	ANN
	PETERSON'S TWO YEAR COLLEGES	ANN
③	PHOTOGRAPHER'S MARKET	ANN
	POET'S MARKET	ANN
①	POPULAR PHOTOGRAPHY	SA
	PRIZE STORIES	ANN
	RAND MCNALLY ROAD ATLAS	ANN
	RIPLEY'S BELIEVE IT OR NOT	ANN
	SCOTT STANDARD POSTAL STAMP CATALOG. SIX VOLS.	ANN
	SCOTT US POCKET STAMP CATALOG	ANN
	SHOOTER'S BIBLE	ANN
	SOCIAL SECURITY HANDBOOK	ANN
	STANDARD CATALOG OF VINTAGE BASEBALL Cards	IRR
	STANDARD CATALOG OF WORLD COINS	ANN
	STANDARD CATALOG OF WORLD COINS	ANN
	STATISTICAL ABSTRACT OF THE US	ANN
	UNCLE JOHN'S TOP 10	ANN
	UNOFFICIAL GUIDE TO WALT DISNEY WORLD	ANN
	WARMAN'S ANTIQUES & COLLECTIBLES PRICE GUIDE	ANN
	WHAT EVERY VETERAN SHOULD KNOW	ANN
	WORLD ALMANAC & BOOK OF FACTS	ANN
②	WORLD BOOK ENCYCLOPEDIA	ANN
	WRITER'S MARKET	ANN
	WTS AFRICA	ANN
	WTS CANADA	ANN
	WTS EAST & SE ASIA	ANN
	WTS LATIN AMERICA	ANN
	WTS MIDDLE EAST & S ASIA	ANN
	WTS NORDIC, CENTRAL & SE EUROPE	ANN
	WTS RUSSIA & EURASIA	ANN
	WTS USA & WORLD	ANN
	WTS WESTERN EUROPE	ANN

ATTACHMENT F: STANDING ORDER PAPERBACK (PBK) TITLES

TITLE
ANDY & SANDY (PBK)
BERENSTAIN BEARS (FOLLETT) No Discount
BIG NATE
① BLEACH
BOXCAR CHILDREN MYSTERIES
CAPTAIN AMERICA
CAPTAIN AWESOME
① CARVER CHRONICLES
CASE CLOSED
CHLOE (PBK)
CRITTER CLUB
CURIOUS GEORGE (HC)
DC SUPER FRIENDS STEP INTO READING (PAW PRINTS)
DC SUPERHERO GIRLS (PBK)
DESMOND COLE GHOST PATROL
DIARY OF A WIMPY KID (HC)
DISNEY STORYBOOK COLLECTION (HC)
DORK DIARIES (HC)
FLY GUY (FOLLETT)
FLY GUY PRESENTS (FOLLETT) No discount
GARFIELD (FOLLETT)
GARFIELD BOOM
GERONIMO STILTON
GODDESS GIRLS
① HAMSTER PRINCESS (HC)
HARDY BOYS ADVENTURES
HARLEQUIN DESIRE
HARLEQUIN INTRIGUE
HARLEQUIN PRESENTS
HARLEQUIN PRESENTS LP
HARLEQUIN ROMANTIC SUSPENSE
HEIDI HECKELBECK
① HORRIBLE HARRY
HOTEL TRANSYLVANIA
I CAN READ (HC)
I LIKE TO READ
I SURVIVED (PBK)
ISADORA MOON (PBK)
JUNIOR NOVELIZATION (PAW PRINTS)
KAREN KATZ LIFT-THE-FLAP BOARD BOOKS
① KIMI NI TODOKE
KING AND KAYLA
LOVE INSPIRED
LOVE INSPIRED SUSPENSE
MAGIC TREE HOUSE (PBK)
MAGIC TREE HOUSE FACT TRACKERS (PAW PRINTS)

Baker & Taylor Exhibits

- 1- Shelf Ready Pricing Information**
- 2- Product Discount Schedules**
- 3- Material Category Definitions**
- 4- Enhanced Services Program**
- 5- Return Policies**

Exhibit 1

SPOKEN WORD AUDIO CD MATERIAL

SPOKEN WORD AUDIO CD.....\$6.49/UNIT *

INCLUDES:

1. ADAPTIVE AND COPY CATALOGING WITH CIP UPGRADES WHERE NEEDED, UTILIZING Z39.50 PROTOCOL
2. ITEM LINKING
3. PROJECT MANAGEMENT SUPPORT
4. DIGITAL MEDIA PROCESSING-SCANNED MANUFACTURER ARTWORK (NOTE 1)
5. REPACKING OF ALL DISCS INTO PLASTIC CLAMSHELL CASE WITH DISC SLEEVES
6. SPINE LABEL (EMBEDDED LABEL)
7. ADDRESS LABEL (EMBEDDED LABEL)
8. BRANCH LOCATION LABEL (EMBEDDED LABEL)
9. B&T SUPPLIED UNIVERSAL RFID-LINKED

ADDITIONAL SERVICES AVAILABLE AT THE LIBRARY'S REQUEST:

ORIGINAL CATALOGING\$10.00/TITLE

NOTE (1)

DUE TO SUPPLIER RESTRICTION, DIGITALLY SCANNED ARTWORK IS NOT AVAILABLE FOR BLACKSTONE AUDIO EDITIONS.

* **CATALOGING AND PROCESSING PRICES FOR CDs ARE FOR BOTH SINGLE AND MULTIPLE DISC FORMATS.**

- ◆ BAKER & TAYLOR'S PAYMENT TERMS ARE NET 30 DAYS FROM THE DATE OF INVOICE. OWNERSHIP TRANSFER AND INVOICING WILL OCCUR ON THE DATE CATALOGING AND PROCESSING IS COMPLETED AND THE MATERIALS ARE EITHER SHIPPED, OR PLACED IN STORAGE AT A BAKER & TAYLOR FACILITY. IF STORAGE IS REQUIRED, BAKER & TAYLOR WILL STORE THE MATERIALS IN A FULLY INSURED AND CLIMATE CONTROLLED FACILITY UNTIL THE DESIRED SHIPMENT DATES. INVOICES ARE MAILED TO THE LIBRARY AT THE TIME INVOICING OCCURS.
- ◆ FOR THOSE RECORDS WHERE CATALOGING IS NOT AVAILABLE IN THE LIBRARY'S DATABASE OR B&T'S CATALOGING UTILITY, CLS WILL PROVIDE AN ORIGINAL CATALOGING RECORD FOR \$10.00/TITLE. TITLES REQUIRING ORIGINAL CATALOGING WILL BE PRICED SEPARATELY AT \$10.00/TITLE FOR THE FIRST COPY OF EVERY TITLE ORDERED. IF MULTIPLE COPIES OF A TITLE ARE ORDERED, THE \$10.00 CHARGE WILL ONLY APPLY ONCE, HOWEVER, THE COMPREHENSIVE CATALOGING AND PROCESSING CHARGE WILL APPLY TO EACH UNIT INCLUDING THE INITIAL UNIT THAT RECEIVES THE \$10.00 CHARGE.

Exhibit 2

BAKER & TAYLOR

Please refer to the attached Terms and Conditions of Sale (Exhibit 2) for the discounts offered to Cumberland County Public Library. Baker & Taylor also has provided a listing of category types and their definitions (Exhibit 3). The category number will match the discount categories (and Roman numeral) as stated on the Terms and Conditions of Sale. This will clarify the criteria used to classify a particular binding category and how they relate to the discounts offered.

Baker & Taylor's "Enhanced Services Program" (Exhibit 4) describes in detail a valuable service that will save time and money when procuring titles from small and hard to find publishers. By utilizing B&T's vast publisher and title database, the Library can purchase a wide variety of low demand and small print run titles from associations and limited edition, prepayment, and non-returnable publishers. Material where Baker & Taylor receives no discount from the publisher, or where prepayment is required by the publisher, or books of small, limited in-demand and/or non-commercial publishers will be invoiced at list price. Please note that upon request, these titles may be excluded from all orders by adjusting the library's account profile setup. Please contact the appropriate Customer Service Representative for additional information.

Please note that although the discounts will remain firm for the life of the contract, the publisher's list price is subject to change without notice. The discounts will be applied to the publisher's current list price at the time of shipment.

Regarding Collection Development Services:

All of the prepared and posted collection development lists, automatic shipment programs, and catalogs as described in our response are available free of charge.

Custom list services as provided by our Collection Development group also are available free of charge. For more information on our Collection Development programs, please visit www.baker-taylor.com.

Baker & Taylor
Discount Terms and Conditions of Sale

Also, please note that:

- Publisher's list price is subject to change without notice.
- Except where otherwise noted, book discounts are applied to current publisher's list price at the time of shipment.
- Baker & Taylor reserves the sole right to be the final determinant of product categories, category definitions and price indicators. The discounts vary based on this determination.
- Titles are categorized by Baker & Taylor for pricing purposes by considering the binding, general marketing categories, demand for certain titles, preferred stock status, cost of acquisition, cost of distribution, and the size or type of publisher, as well as factors related to relationships with publishers such as shipping terms, payment terms, publisher's discount, returnability to publishers and other factors.
- Product categories, category definitions and price indicators are subject to change at Baker & Taylor's sole discretion, without notice, based upon the above-described factors for categorizing titles.
- For domestic titles where no publisher list price is assigned by the publisher, Baker & Taylor will assign such titles a price in its electronic catalog which is based upon Baker & Taylor's estimate of market conditions.
- For imported titles where no publisher list price is assigned by the publisher for the U.S. market, Baker & Taylor will assign such titles a U.S. dollar price in its electronic catalog which is based upon Baker & Taylor's estimate of market conditions.
- For Follett Bound editions, Baker & Taylor will assign such titles a price in its electronic catalog which is based upon Baker & Taylor's estimate of market conditions.
- Titles of limited demand or from small or specialty publishers generally are included in Product Category IX or Product Category XI.
- The discount terms and conditions listed do not apply to Baker & Taylor's Approval Programs.
- Baker & Taylor provides an invoice that identifies the publisher's current list price, the discount offered, and the exact price charged for each title ordered.

EXHIBIT 3

MATERIAL CATEGORY DEFINITIONS

I. Adult Trade Hardcover Editions (O, C) (may include some spoken word audio materials)

High demand materials from widely distributed publishers designed for the general consumer, usually dealing with a subject matter having broad mass appeal. These titles are typically released in hardback and can be either fiction or current non-fiction. Publisher promotional/media expenditures and print runs are customarily higher for these titles than for most others. Inventory is maintained with preferred stock status (regularly stocked in three to four major warehouses). An example of a trade edition would be: 14th Deadly Sin by James Patterson, ISBN: 9780316404021.

II. Juvenile Trade Hardcover Editions (J)

High demand, juvenile materials from widely distributed publishers designed for the general consumer, usually dealing with a subject matter having broad mass appeal. These titles are typically released in hardback and can be either fiction or current non-fiction. Publisher promotional/media expenditures and print runs are customarily higher for these titles than for most others. Inventory is maintained with preferred stock status (regularly stocked in three to four major warehouses). An example would be: Are You Ready to Play Outside by Mo Willems, ISBN: 9781423113478.

III. Adult Quality Paperback Editions (B, C)

High demand paperback materials from widely distributed publishers, other than the standard rack size paperback, typically found in bookstores and other retail outlets. Inventory is maintained with preferred stock status (regularly stocked in three to four major warehouses). An example of a quality paperback would be: The Boys in the Boat by Daniel Brown, ISBN 9780143125471.

IV. Juvenile Quality Paperback Editions (G)

High demand, juvenile paperback materials from widely distributed publishers, other than the standard rack size paperback, typically found in bookstores and other retail outlets. Inventory is maintained with preferred stock status (regularly stocked in three to four major warehouses). An example of a quality paperback would be: Tuck Everlasting by Natalie Babbitt, ISBN: 9780312369811.

V. Mass Market Paperback Editions (P)

A standard rack size paperback typically found in bookstores or other retail outlets. An example of a mass market paperback would be: The City of Ember by Jeanne Duprau, ISBN: 9780375822742.

VI. Single Edition Reinforced (R)

A high quality binding designed to provide a long shelf life in a heavy use environment. Although the binding is fanned and glued it may not be sewn, which is typically found in the publisher library edition. Subject content can include both fictional and non-fiction works appealing to juveniles as well as adults. These bindings are identified by the publisher to Baker & Taylor. An example of a single edition reinforced binding would be: Because of Winn Dixie by Kate DiCamillo, ISBN 9780763650070.

VII. Publisher Library Editions (Z)

Fiction as well as non-fiction materials appealing to both juveniles and adults, designed with the rugged durability required of the environment typically found in a library setting. Publisher Library Editions are traditionally of the highest quality, usually fanned, sewn and glued to provide the greatest possible shelf life of any binding. These bindings are identified by the publisher to Baker & Taylor. An example of a publisher library edition would be: Curious George Visits the Library by Margaret Rey, ISBN: 9781599614199.

VIII. University Press Trade Editions (A) (may include some spoken word audio materials)

This category would include any University Press Trade Editions, both adult and juvenile, and are subject to publisher reclassification. An example of a university press trade edition would be: Alexander McQueen: Savage Beauty by Andrew Bolton, ISBN: 9780300169782.

IX. Text, Technical, Reference, Small Press, and/or Titles of Limited Demand (S, X, N, L, M, V, T, U, W, Letter O, 1, 4, 5, 6, 7, 8)

Category of materials includes, but is not limited to, text, technical, reference, professional medical, small press, and some university press titles (excluding University Press Trade Editions). It includes titles purchased from publishers on a non-returnable basis, those publishers that extend little discount to Baker & Taylor, and publishers whose titles have limited sales volume based upon a semi-annual review. It includes individual titles which do not qualify for preferred stock status (based upon a quarterly review) and individual titles which qualify for preferred stock status, but have limited demand (calculated over a rolling 12 month period). Additionally, any publisher which is not in compliance with some of Baker & Taylor's purchasing requirements could be in this category. Materials in this category are both adult and juvenile, may be of any binding and may include some spoken word audio materials. Examples within this category would be: The Merck Index, ISBN: 9781849736701, Strategies That Work, ISBN: 9781571104816, Beauty and the East, ISBN: 9781566563871, Generals of the Bulge: Leadership in the U.S. Army's Greatest Battle, ISBN 9780811711999, Frankie Works the Night Shift, ISBN 9780060090951, and Floods, ISBN 9781624030031.

X. Imported English and Non-English Language Editions (F, K, 3)

Titles produced and distributed outside of the domestic US. These titles may be of any binding type and represent various publishers. An example would be El Angel Caido by Nalini Singh, ISBN 9788490625224.

XI. Enhanced Service Program Titles (Y/Q)

This category includes materials where Baker & Taylor receives no discount from the publisher, or prepayment is required by the publisher, or publishers which have restrictions on returns, or books of small or non-commercial publishers with limited sales volume based upon a semi-annual review. Any publisher which is not in compliance with Baker & Taylor's purchasing requirements would be in this category. Materials in this category may be of any binding. These titles will receive no discount and are subject to a service charge. An example within this category would be: Business Income Coverage Guide, ISBN: 9781941627532.

XII. Spoken Word Audio (H)

Materials designed for the general consumer, usually dealing with a subject matter having broad mass appeal. These titles can be either fiction or current non-fiction. An example would be: The Complete Sherlock Holmes by Sir Arthur Conan Doyle ISBN: 9781491542286.

XIII. Board Books (I)

Durable materials from widely distributed domestic publishers designed for young children; pages are manufactured of heavy gauge cardboard to prevent tearing. These editions typically feature few pages, simple themes and colorful illustrations or photographs. An example of a board book would be: Runaway Bunny by Margaret Wise Brown, ISBN: 9780061074295.

XIV. Novelty Items/Activity Books (I)

Specially packaged gift set or novelty item related to a book product or attached as an accessory to a book product. These items would include a book with toy, rag books, washable cloth books, books with accessories or kits, electronic sound books, sticker books, trading books or coloring books. This category also includes any non-book merchandise such as model kits, hobby kits, flash cards or jigsaw puzzles. An example of an item in this category would be: Very Hungry Caterpillar Cookbook & Cookie Cutters Kit by Lara Starr, ISBN 9781452125527.

XV. Special Programs (D and E as indicated in the Discount Terms and Conditions of Sale)

Programs, formats, or editions offered only by Baker & Taylor or not included in any other category. These programs include but may not be limited to: Follett Bound and Turtleback editions. Examples of items in this category would be: Clifford's Valentines Day by Norman Bridwell, ISBN 9781435201736 (PawPrints prebound edition) and Junie B. Jones is Captain Field Day by Barbara Park, ISBN 9780613337670 (Turtleback prebound edition).

EXHIBIT 5
RETURN POLICY / PRINT AND SPOKEN WORD AUDIO
(Revised July 2015)

The following guidelines are required to ensure prompt handling of your return. All product returns (excluding Book Leasing programs) require prior authorization from a Customer Service Representative. *You may contact your appropriate representative via the toll-free number listed on your packing list.*

How to Obtain Return Authorization

Please use the Return Authorization Form from your shipment's packing list to make all returns. Contact your Customer Service Representative for return authorization. ***All claims must be made within 45 days from the date of invoice.***

1. When calling for return authorization, please have the following information available:
 - A. Return Authorization Form
 - B. Your account number and ATS# from the shipment's packing list (located mid-page under the Return Authorization Form explanation)
 - C. Reason for the claim/return
 - D. Action being requested – Replacement of product or Credit to your account; no replacement product necessary
2. Your Customer Service Representative will assign your return an authorization number (RTA#). To expedite the process, please clearly mark the RTA# on the Return Authorization Form and on the outside of the carton in the upper right corner from the shipping label.
3. Make your return via an insured and traceable carrier; Baker & Taylor is not liable for returns lost in transit.
4. ***Products incorrectly shipped by Baker & Taylor may be returned with authorization within 45 days of the product's date of invoice.*** Product(s) meeting the definition of Publisher defective may be returned with prior authorization within six months of the product's date of invoice. Products purchased with value-added processing services which have been shipped as ordered are considered non-returnable.

DAMAGED SHIPMENTS: If you receive a damaged carton(s) which resulted in damaged product(s), please hold the product(s) and save the carton for Carrier inspection. If the damage is visible at the time of delivery, bring it to the Carrier's attention and note it on the Bill of Lading. Then, contact your Baker & Taylor Customer Service Representative via the toll-free number listed on the packing list.

CLAIMING SHORTAGES: Please check your packing list or invoice before claiming shortages. ***All claims must be made within 45 days from the product's invoice date.*** Please ensure you have received all cartons of a shipment prior to signing for receipt from the Carrier. Cartons you have signed for as received from the Carrier are not claimable as shortages from Baker & Taylor.

INTERNATIONAL CUSTOMERS ONLY: For information on making returns of damaged, defective, or incorrect products, please contact your local International Sales Office or our International Customer Service Department (internationallibrarycustomerservice@baker-taylor.com). You may also refer to the website http://www.btol.com/international_libraries_details.cfm?sideMenu=Contact%20Us&home=home_help_details.cfm&ctx=1

All returns should be sent to:

Baker & Taylor Returns Center
Department R
251 Mt. Olive Church Road
Commerce, GA 30599

DVD/Music CD RETURN POLICY

(Revised June 2016)

The following guidelines are required to ensure the prompt handling of your Audio / Video (AV) returns; Music CD, DVD, Blu-ray and 4k disc product. Note; Vinyl product is not returnable, per manufacturer's policies, and is a "one way" sale. All Music CD, DVD, Blu ray and 4K disc AV product returns (**excluding DVD/BD lease return product - please contact AV Customer Service for separate return procedures for your DVD/BD Lease program product**) require prior return authorization from an AV Customer Service Representative. ***Please contact your AV Customer Service Rep at 800.775-1700.***

How to Obtain Return Authorization

Contact your AV Customer Service Representative for return authorization numbers. ***All claims must be made within 45 days of invoice date.***

1. When calling for return authorization, please have the following information available:
 - A. Your account number and invoice #s
 - B. Reason for the claim/return
 - C. Action being requested -
 1. Replacement of product (defective return will receive a replacement of the same title)
 2. Credit to your account; no replacement product necessary for mis-ships
 3. Overstock return credit requires Customer Service Mgr. and Sales Mgr. approval
2. Your AV Customer Service Representative will assign your return an authorization number (RA#). To expedite the process, please clearly mark the RA# on the outside of the carton in the upper right corner from the shipping label and on inserted documents.
3. Ship your return via an insured and traceable carrier; Baker & Taylor is not liable for returns lost in transit.
4. ***Products incorrectly shipped by Baker & Taylor requires an authorization to be returned. Product should be returned within seven days of invoice date; must be returned within 45 days of the product's invoice date.*** Product(s) meeting the definition of a Manufacturer's defective may be returned with a prior authorization. Products purchased with value-added processing services which have been shipped as ordered are considered non-returnable, unless disc is defective. In which case a replacement of same title will be sent (multi disc sets require *all* discs to be returned).

DAMAGED SHIPMENTS: If you receive a damaged carton(s) which resulted in damaged Audio/Video product(s), please hold the product(s) and save the carton for Carrier inspection. If the damage is visible at the time of delivery, bring it to the Carrier's attention and note it on the Bill of Lading. Then, contact your Baker & Taylor AV Customer Service Rep via the toll-free number above.

CLAIMING SHORTAGES: Please check your packing list or invoice before claiming shortages. ***All claims must be made within 15 days from the product's invoice date.*** Please ensure you have received all cartons of a shipment prior to signing for receipt from the Carrier. Cartons you have signed for as received from the Carrier are not claimable as shortages from Baker & Taylor.

All returns with RA# should be sent promptly to:

Baker & Taylor Returns Center
Dept. R
251 Mt. Olive Church Road
Commerce, GA 30599
Questions? Contact your B&T
AV Customer Service Rep (800.775-1700)
Email via AVInfo@Baker-Taylor.com or
LibraryAVcustomerservice@baker-taylor.com
Baker & Taylor A/V Sales 800.775-2600 x2050

Baker & Taylor A/V Sales 800.775-2600



CUMBERLAND
COUNTY
NORTH CAROLINA

**Finance Department
Purchasing Division**

Public Library Books & Audiovisual Materials IFB 20-16-LB

**Addendum I - Modification to IFB Terms
(Modifications in Red)**

5.10 INSURANCE:

~~Workers' Compensation and Employer's Liability: CONTRACTOR shall maintain Workers' Compensation as required by the general statutes of the State of North Carolina and Employer's Liability Insurance. The Employer's Liability shall not be less than \$500,000 each accident for bodily injury by accident, \$500,000 each employee for bodily injury by disease and \$500,000 policy limit.~~

Lee Ann Queen
Lee Ann Queen



II. MODIFICATIONS TO IFB TERMS & CONDITIONS:

1. PHYSICAL ADDRESS CORRECTION

Proposal Delivery	
PROPOSAL TITLE: 20-16-LB Library Book and Audio Materials	
Mailing Address Cumberland County Finance Department Attn: Amanda Bullard, Purchasing Manager PO Box 1829 Fayetteville, NC 28302	Physical Address Cumberland County Finance Department Attn: Amanda Bullard, Purchasing Manager 117 Dick Street 4 th Floor, Room 451 Fayetteville, NC 28301

2. 5.20 LIQUIDATED DAMAGES

~~Should the selected CONTRACTOR fail to perform the delivery with the time frame stated in the Bid Proposal, it is understood that the Library will deduct from the invoice an amount equal to fifty dollars (\$50.00) per calendar day, until such time as the proper items are delivered in accordance with the specifications, and the terms and conditions of the bid. As evidenced by submitting a bid, it is also understood that this is not a penalty, but is in fact a liquidated damage.~~

Please note, the County reserves the right to add modified language regarding liquidated damages to the final contract during contract negotiations.

3. 5.13 INSURANCE

~~Professional Liability Insurance: CONTRACTOR shall maintain in force for the duration of this contract professional liability or errors and omissions liability insurance appropriate to the CONTRACTOR's profession. Coverage as required in this paragraph shall apply to liability for a professional error, act, or omission arising out of the scope of the CONTRACTOR's services as defined in this contract. Coverage shall be written subject to limits of not less than \$1,000,000 per loss.~~

Rec'd 7-8-20
Ans

Contract Check List for
Contract Number: 2021063

Please ensure that each requirement below is completed before checking the boxes. Only check boxes that apply to the contract being processed. Boxes that do not apply should have NA written in the box. **Please Note: For items with an asterisk NA is not optional!** All incomplete contracts will be returned to the submitting department.

Description	✓ or NA
1. All required signatures have been obtained, except for Legal and Finance . <u>All contracts \$50,000.00 or more require the County's Manager's signature. Contracts \$100,000.00 or more, resulting from a formal bid process, require the Board Chairman's signature, after Board approval.</u> The County Manager does not have to sign contracts that require the Chairman's signature. For questions regarding signature requirements beyond those specified in the Purchasing Policy, please contact County Legal and/or Management directly.	* ✓
2. If Board approval is required, it has been obtained at the <u>6/15/20</u> meeting and the action agenda showing approval is attached. For questions regarding Board approval requirements beyond those specified in the Purchasing Policy and Procedures, please contact County Legal directly.	✓
3. All attachments referenced in the contract language or applicable to the contract are included with the contract.	✓
4. If the contract is for outside Legal services, Board approval is required. Check the box that a copy of the approval action is attached. (If Board approval has not been obtained, the contract should not be processed any further. This must first go through the Finance committee and then the Board for approval. Please contact your department head/Assistant County Manager).	N/A
5. There are (3) signed originals <u>and</u> each original is stapled together.	✓ *
6. If the contract is the result of a bid process, the bid tabulation sheet or proposals are attached to the Contract Entry in Munis.	✓
7. If project qualifies for federal reimbursement, Federal procurement guidelines have been followed. ➤ Required contract clauses are attached.	N/A
8. If the contract is Information Services related (computer hardware, software, etc.) the subtype Computer Equipment box in Munis has been selected. When this subtype is selected the IS Director will be an approver in Munis. Once you release the Contract Entry into workflow, contract hard copies should be sent to the IS Director and IS will forward to Finance after their approval. This is applicable to all departments, including those with their own IS division.	N/A
9. There is either a Total Amount or Not to Exceed amount listed in the contract.	✓ *
10. The vendor has a W9 in Munis and the date is less than one year old <u>or</u> a new W9 is included in the contract packet.	✓ *
11. The vendor name in Munis (found in <i>Vendor Inquiry</i>) matches the W9. If it does not match, the new W9 has been emailed to County Finance (Stacey Merritt or Kelly Autry) and the update is complete. *Must be correct before moving forward*	✓ *
12. The vendor name on the W9 and the vendor name on the contract hard copy are an <u>exact</u> match. !Important Note: The name on the contract must be the vendor's <u>legal name</u> ! Contact County Legal with any questions regarding this requirement.	✓ *
13. There is (1) Contractor's Certification form and (1) Request for Finance & Legal Review form attached to the contract hard copies. Only one copy for the entire packet needed.	✓ *
14. There is enough space for the pre-audit and Legal signatures or a signature page is attached. The "Signature Page" document is not needed if there is room for all signatures on the existing signature page that is signed by the vendor. If a signature page is needed, signatures should not be duplicated.	✓ *
15. E-Verify Statement is in the contract language or a signed E-Verify memo is attached to each original copy for a total of (3). The E-verify memo <u>does</u> have to be signed by the vendor. If both the E-verify & Iran statements are missing from the contract, there is also a single form with both statements that can be signed, available on the Intranet.	✓ *
16. Iran Statement is in the contract language or the Iran statement is attached to each original copy for a total of (3). The Iran statement <u>does not</u> have to be signed by the vendor.	✓ *
17. There are tabs identifying all signature pages.	✓ *
18. Requisition has been entered but not released and has a status is "Allocated". The requisition amount is equal to the contract not to exceed amount. Requisition #: <u>122</u>	✓ *
19. The contract packet is organized. The checklist, review forms, other supporting documents that are not part of the contract itself are in the front with only one copy of each . Each contract original is stapled together and the packet is clipped together. Documents submitted unorganized may be rejected.	✓ *
20. Contract Entry in Munis released into workflow.	✓ *

Certify below that all required items are included and the Checklist has been filled out correctly:

3. K. Brown

Sent to Kim
7-9-20

2-16-20



PLANNING AND INSPECTIONS DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 20, 2021

TO: BOARD OF COUNTY COMMISSIONERS

FROM: RAWLS HOWARD, DIRECTOR OF PLANNING AND INSPECTIONS

DATE: 9/20/2021

SUBJECT: FY 2023 APPLICATIONS FOR COMMUNITY TRANSPORTATION PROGRAM GRANT FUNDS AND RESOLUTIONS FOR PUBLIC TRANSIT GRANT APPLICATIONS

BACKGROUND

Staff requests approval for submission of grant applications for 5310 and 5307 funds in the amounts listed below. This is an annual request to fund the Cumberland County Community Transportation Program which coordinates existing transportation programs operating in Cumberland County using local transportation providers.

The funding period will run from July 1, 2022 to June 30, 2023. Funding will be used to provide trips to work, school, medical, and general errands. The administrative portion will be used for salaries and fringes of the Transportation Coordinator and the Transportation Assistants, office supplies, driver drug and alcohol testing, travel to meetings and conferences, program marketing for all services provided to County residents, legal advertising and North Carolina Public Transportation Association (NCPTA) membership.

Project:	Total Amt.:	Local Share:
Capital (5310)	250,000	50,000 (20%)
Capital (5307)	89,790	17,958 (20%)
<i>Total Project:</i>	<i>\$339,790</i>	<i>\$67,958</i>

RECOMMENDATION / PROPOSED ACTION

At the September 9, 2021 Agenda Session, the Board approved placing the following action as a Consent Item on the September 20, 2021 Board of Commissioner's Meeting:

Approve the submission of the FY 2023 Projects for Community Transportation Program (5310, 5307) grant applications to the NC Department of Transportation after holding a public hearing at the September 20, 2021 Board of Commissioner's Meeting.



ENGINEERING AND INFRASTRUCTURE DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 20, 2021

TO: BOARD OF COUNTY COMMISSIONERS

FROM: JERMAINE WALKER, COUNTY ENGINEER

DATE: 9/10/2021

SUBJECT: AMENDMENT TO THE FLOOD DAMAGE PREVENTION ORDINANCE

BACKGROUND

The County participates in the National Flood Insurance Program (NFIP) to make the County eligible for disaster assistance from the Federal Emergency Management Agency (FEMA). As a participant, the County is required to adopt a Flood Damage Prevention Ordinance as modeled by the State.

The County's current Flood Damage Prevention Ordinance does not include an automatic adoption clause for updates, therefore any changes to the Flood Insurance Rate Maps (FIRMs) or ordinance requires the FIRMs be readopted, and that the ordinance be re-approved with the changes via public hearing.

The Engineering & Infrastructure Department has been notified by the Eastern Branch NFIP Planner, Eryn Futral, that changes are required to the County's Flood Damage Prevention Ordinance be effective by October 1, 2021. The changes include auto-adoption language and by adopting the language this allows the County to auto-adopt future flood map revisions and flood insurance studies by reference. This would eliminate the requirement to hold public hearings to formally adopt the maps and revise the ordinance.

Included with this memorandum is a mark-up version of the ordinance with the required changes.

RECOMMENDATION / PROPOSED ACTION

At the September 9, 2021 Agenda Session, the Board approved placing the following action as a Consent Item on the September 20, 2021 Board of Commissioner's Meeting:

Adopt the changes to the County Flood Damage Prevention Ordinance effective October 1, 2021 as required by the State.

ATTACHMENTS:

Description	Type
Current Flood Ordinance with Mark-Up Changes	Backup Material

ARTICLE 1. STATUTORY AUTHORIZATION, FINDINGS OF FACT, PURPOSE AND OBJECTIVES.

SECTION A. STATUTORY AUTHORIZATION.

Municipal: The Legislature of the State of North Carolina has in Part 6, Article 21 of Chapter 143; Parts 3, 5, and 8 of Article 19 of Chapter 160A; and Article 8 of Chapter 160A of the North Carolina General Statutes, delegated to local governmental units the responsibility to adopt regulations designed to promote the public health, safety, and general welfare.

County: The Legislature of the State of North Carolina has in Part 6, Article 21 of Chapter 143; ~~Parts 3 and 4 of Article 18 of Chapter 153A; and Part 121,~~ Article 6 of Chapter 153A; ~~Article 8 of Chapter 160A; and Article 7, 9, and 11 of Chapter 160D~~ of the North Carolina General Statutes, delegated to local governmental units the ~~responsibility authority~~ to adopt regulations designed to promote the public health, safety, and general welfare.

Therefore, the Board of Commissioners of Cumberland County, North Carolina, does ordain as follows:

ARTICLE 3. GENERAL PROVISIONS.

SECTION A. LANDS TO WHICH THIS ORDINANCE APPLIES.

This ordinance shall apply to all Special Flood Hazard Areas within the jurisdiction, including Extra-Territorial Jurisdictions (ETJs) if applicable, of County of Cumberland, North Carolina (unincorporated areas) and within the jurisdiction of any other community whose governing body agrees, by resolution, to such applicability.

SECTION B. BASIS FOR ESTABLISHING THE SPECIAL FLOOD HAZARD AREAS.

The Special Flood Hazard Areas are those identified under the Cooperating Technical State (CTS) agreement between the State of North Carolina and FEMA in its Flood Insurance Study (FIS) ~~dated December 18, 2007 for Cumberland County and associated DFIRM panels, including any digital data developed as part of the FIS, and its accompanying Flood Insurance Rate Maps (FIRM), for Cumberland County, North Carolina (unincorporated areas) dated December 18, 2007,~~ which are adopted by reference and declared ~~to be~~ a part of this ordinance, ~~and all revisions thereto.~~



ENGINEERING AND INFRASTRUCTURE DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 20, 2021

TO: BOARD OF COUNTY COMMISSIONERS

FROM: JERMAINE WALKER, COUNTY ENGINEER

DATE: 9/10/2021

SUBJECT: REQUEST TO ESTABLISH CONTINGENCY FUNDS AND ASSOCIATED BUDGET ORDINANCE AMENDMENT # B220060 FOR THE JUDGE E. MAURICE BRASWELL COURTHOUSE SWITCHGEAR REPLACEMENT PROJECT

BACKGROUND

On June 10, 2021, the Board of Commissioners approved the Construction Bid Tab and Award for the Judge E. Maurice Braswell Courthouse Switchgear Replacement Project to JL Britt Electric Incorporated in the amount of \$454,000. The item was presented at the June 10, 2021, Board of Commissioners' Agenda Session and was moved forward to the June 21, 2021, Regular Meeting as a Consent Agenda item.

The project is set to start on the eve of the Thanksgiving holiday and conclude no later than the following Saturday, November 27, 2021.

Staff is requesting approval for a \$25,000 contingency with appropriate budget ordinance amendment to handle all change orders for unforeseen site conditions and possible user-requested changes that may arise during the project execution.

The contingency will be funded from cost savings from previously completed projects.

RECOMMENDATION / PROPOSED ACTION

At the September 9, 2021 Agenda Session, the Board approved placing the following action as a Consent Item on the September 20, 2021 Board of Commissioner's Meeting:

Approve Budget Ordinance Amendment # B220060 for an additional \$25K to establish contingency for Judge E. Maurice Braswell Switchgear Replacement project and authorize the County Manger to approve all change orders not to exceed \$25K.

ATTACHMENTS:

Description

JL Britt Bid Documents

PDC Bid Recommendation

Type

Backup Material

Backup Material

BID FORM

FOR

Cumberland County Courthouse Switchgear Replacement

PDC Project # 21001

The undersigned, as bidder, proposes and agrees if this proposal is accepted to contract with Cumberland County for the furnishing of all materials, equipment, and labor necessary to complete the construction of the work described in these documents in full and complete accordance with plans, specifications, and contract documents, and to the full and entire satisfaction of Cumberland County, and Progressive Design Collaborative, Ltd. for the sum of:

SINGLE PRIME CONTRACT:

Base Bid: Four hundred, fifty four thousand, two hundred Dollars \$ 454,200.00

Addendum received and used in computing bid:

Addendum No. 1 <u>✓</u>	Addendum No. 3 <u>✓</u>
Addendum No. 2 <u>✓</u>	Addendum No. 4 <u> </u>

Checklist for submitting bid:

1. Bid Bond
2. MBE Affidavit A or Affidavit B
3. Have reviewed and accepted Terms in sample contract with Cumberland County
4. Acknowledgement of Addenda
5. Signatures and Seal (if corporation)
6. Provide a physical copy of Prime Contractor's License

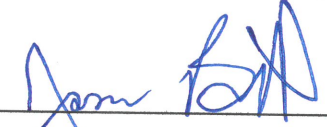
E-VERIFY & IRAN STATEMENT CUMBERLAND COUNTY

Contract #: _____

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

E-VERIFY. CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if CONTRACTOR utilizes a subcontractor, CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes."

Company Name: JL Britt Electric, Inc.



Authorized Signer

Date ~~4/29/21~~ 5/7/21

End of Section 00 50 00.01

Respectively submitted this 7th ~~4th~~ day of May ~~April~~ 2021.

JL Britt Electric, Inc.

(Name of firm or corporation making bid)

Federal ID# 56-2050970

Witness:

(Proprietorship or Partnership)

By:

Title: Vice President

(Owner, Partner, Pres. or VP)

Address: 590 Edwards Store Road
Mount Olive, NC 28365

Attest:

By:

Title: Ass't Secretary

(Corp. Sec./Ass't Sec.)

(Corporate Seal)

ACCEPTED by

Cumberland County

BY: _____ TITLE: _____

DATE: _____ 2021

Bid Bond

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

J. L. Britt Electric, Inc.
590 Edwards Store Road, Mt. Olive, NC 28365

SURETY (Name, and Address of Principal Place of Business):

Old Republic Surety Company
P. O. Box 1635, Milwaukee, WI 53201-1635

OWNER (Name and Address):

Cumberland County Engineering and Infrastructure Department
130 Gillespie Street, Room 214, Fayetteville, NC 28301

BID

Bid Due Date: April 29, 2021

Description (Project Name—Include Location): Judge E. Maurice Braswell Cumberland County Courthouse
Switchgear Replacement

BOND

Bond Number: Bid Bond

Date: April 29, 2021

Penal sum Five Percent of Amount Bid \$ 5%
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

J. L. Britt Electric, Inc. (Seal)

Bidder's Name and Corporate Seal

By:

Jason Britt
Signature

Jason Britt
Print Name

Vice President
Title

Attest:

Ass't Secretary
Signature

Ass't Secretary
Title

SURETY

Old Republic Surety Company (Seal)

Surety's Name and Corporate Seal

By:

Scott D. Mathers
Signature (Attach Power of Attorney)

Scott D. Mathers
Print Name

Attorney-in-Fact
Title

Attest:

Michelle A. Adams
Signature

Michelle A. Adams
Title

Surety Account Manager

Note: Addresses are to be used for giving any required notice.
Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:
SCOTT D. MATHERS, MICHELLE A. ADAMS of RALEIGH, NC

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, **(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds)**, as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 14th day of September, 2020.

OLD REPUBLIC SURETY COMPANY

Karen J. Haffner
Assistant Secretary



Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 14th day of September, 2020, personally came before me, Alan Pavlic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2022

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

87-6854



Signed and sealed at the City of Brookfield, WI this 29th day of April, 2021.

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-06)

State of North Carolina AFFIDAVIT A – Listing of Good Faith Efforts

County of Cumberland

(Name of Bidder)

Affidavit of JL Britt Electric, Inc.

I have made a good faith effort to comply under the following areas checked:

Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive. (1 NC Administrative Code 30 I.0101)

- ☒ 1 – (10 pts) Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- ☒ 2 --(10 pts) Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.
- ☒ 3 – (15 pts) Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- ☐ 4 – (10 pts) Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- ☒ 5 – (10 pts) Attended prebid meetings scheduled by the public owner.
- ☒ 6 – (20 pts) Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- ☐ 7 – (15 pts) Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- ☐ 8 – (25 pts) Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- ☐ 9 – (20 pts) Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- ☐ 10 - (20 pts) Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d) Failure to abide by this statutory provision will constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: 5/7/21 Name of Authorized Officer: Jason Britt

Signature: *Jason Britt*

Title: Vice President



State of North Carolina County of Wayne

Subscribed and sworn to before me this 7th day of May 2021

Notary Public *Casey L. Owens*

My commission expires 6-10-23

**State of North Carolina --AFFIDAVIT B-- Intent to Perform Contract
with Own Workforce.**

County of Cumberland

Affidavit of JL Britt Electric, Inc.

(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the _____

Cumberland County Courthouse Switchgear Replacement

(Name of Project)

contract.

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and

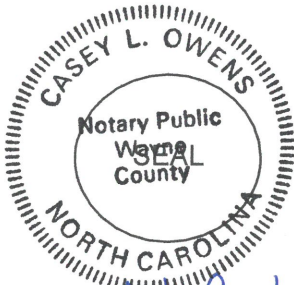
The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement. The Bidder agrees to make a Good Faith Effort to utilize minority suppliers where possible.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date: 5/7/21 Name of Authorized Officer: Jason Britt

Signature: _____

Title: Vice President



State of North Carolina, County of Wayne

Subscribed and sworn to before me this 7th day of May 2021

Notary Public Casey L. Owens

My commission expires 6-10-23

NC Board Examiners of Electrical Contractors

Verify License Search

Contact

Name

J. L. Britt Electric Inc.

Address

590 Edwards Store Rd.
Mount Olive, NC 28365

Phone

(919) 689-2686

Email

jason@jlbritt.com

License

License #

U.04648

Account Type

Unlimited Classification License

Effective Date

03/01/2021

Expiration Date

02/28/2022

Status

Active



Progressive Design Collaborative, Ltd
3101 Poplarwood Court, Suite 320
Raleigh, North Carolina 27604
919-790-9989

May 7, 2021

Mr. Jeremy Martin
Engineering & Infrastructure
130 Gillespie Street, Room 214
Fayetteville, NC 28301

Re: Cumberland County
Judge E. Maurice Braswell Courthouse
Switchgear Replacement
PDC 21001

Mr. Martin:

Based on the attached bid tab for the referenced project, I am recommending JL Britt Electric be awarded the project for the amount of \$454,200 to provide the Switchgear Replacement at the Cumberland County Judge E. Maurice Braswell Courthouse Building.

Sincerely,

Scott Ennis, P.E.
PROGRESSIVE DESIGN COLLABORATIVE, LTD.

Attachments:

Certified Bid Tabulation
JL Britt Electric Bid Submittal



pdcengineers.com



Progressive Design Collaborative, Ltd
3101 Poplarwood Court, Suite 320
Raleigh, North Carolina 27604
919-790-9989

CERTIFIED BID TABULATION

JUDGE E. MAURICE BRASWELL CUMBERLAND COUNTY COURTHOUSE SWITCHGEAR REPLACEMENT PDC# 21001

MAY 7, 2021 at 10:00AM

CONTRACTOR	LICENSE #	MWBE	Bid Bond	BASE BID
JL Britt	4648-U	X	X	\$454,200.00
M-W Electric	14918-U	X	X	\$482,000.00
Integrated Sales & Services	34096	X	X	\$499,992.00

This is to certify this bid tabulation to be true and correct:

Scott Ennis, P.E.
PROGRESSIVE DESIGN COLLABORATIVE, LTD.



BID FORM

FOR

Cumberland County Courthouse Switchgear Replacement

PDC Project # 21001

The undersigned, as bidder, proposes and agrees if this proposal is accepted to contract with Cumberland County for the furnishing of all materials, equipment, and labor necessary to complete the construction of the work described in these documents in full and complete accordance with plans, specifications, and contract documents, and to the full and entire satisfaction of Cumberland County, and Progressive Design Collaborative, Ltd. for the sum of:

SINGLE PRIME CONTRACT:

Base Bid: Four hundred, fifty four thousand, two hundred Dollars \$ 454,200.00

Addendum received and used in computing bid:

Addendum No. 1 ✓
Addendum No. 2 ✓

Addendum No. 3 ✓
Addendum No. 4

Checklist for submitting bid:

1. Bid Bond
2. MBE Affidavit A or Affidavit B
3. Have reviewed and accepted Terms in sample contract with Cumberland County
4. Acknowledgement of Addenda
5. Signatures and Seal (if corporation)
6. Provide a physical copy of Prime Contractor's License

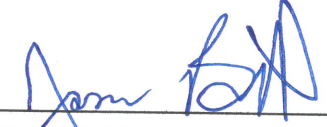
E-VERIFY & IRAN STATEMENT CUMBERLAND COUNTY

Contract #: _____

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

E-VERIFY. CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if CONTRACTOR utilizes a subcontractor, CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes."

Company Name: JL Britt Electric, Inc.



Authorized Signer

Date ~~4/29/21~~ 5/7/21

End of Section 00 50 00.01

Respectively submitted this 7th ~~4th~~ day of May ~~April~~ 2021.

JL Britt Electric, Inc.

(Name of firm or corporation making bid)

Federal ID# 56-2050970

Witness:

(Proprietorship or Partnership)

By: 

Title: Vice President

(Owner, Partner, Pres. or VP)

Address: 590 Edwards Store Road
Mount Olive, NC 28365

Attest:

By: 

Title: Ass't Secretary

(Corp. Sec./Ass't Sec.)

(Corporate Seal)

ACCEPTED by

Cumberland County

BY: _____ TITLE: _____

DATE: _____ 2021

Bid Bond

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

J. L. Britt Electric, Inc.
590 Edwards Store Road, Mt. Olive, NC 28365

SURETY (Name, and Address of Principal Place of Business):

Old Republic Surety Company
P. O. Box 1635, Milwaukee, WI 53201-1635

OWNER (Name and Address):

Cumberland County Engineering and Infrastructure Department
130 Gillespie Street, Room 214, Fayetteville, NC 28301

BID

Bid Due Date: April 29, 2021

Description (Project Name—Include Location): Judge E. Maurice Braswell Cumberland County Courthouse
Switchgear Replacement

BOND

Bond Number: Bid Bond

Date: April 29, 2021

Penal sum Five Percent of Amount Bid

\$

5%

(Words)

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

J. L. Britt Electric, Inc. (Seal)

Bidder's Name and Corporate Seal

By:

Signature

Print Name

Title

Attest:

Signature

Title

SURETY

Old Republic Surety Company (Seal)

Surety's Name and Corporate Seal

By:

Signature (Attach Power of Attorney)

Scott D. Mathers

Print Name

Attorney-in-Fact

Title

Attest:

Signature

Title

Michelle A. Adams

Surety Account Manager

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:
SCOTT D. MATHERS, MICHELLE A. ADAMS of RALEIGH, NC

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, **(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds)**, as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 14th day of September, 2020.

OLD REPUBLIC SURETY COMPANY

Karen J. Haffner
Assistant Secretary



Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 14th day of September, 2020, personally came before me, Alan Pavlic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2022

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

87-6854



Signed and sealed at the City of Brookfield, WI this 29th day of April, 2021.

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-06)

USI Insurance Services LLC

State of North Carolina AFFIDAVIT A – Listing of Good Faith Efforts

County of Cumberland

(Name of Bidder)

Affidavit of JL Britt Electric, Inc.

I have made a good faith effort to comply under the following areas checked:

Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive. (1 NC Administrative Code 30 I.0101)

- ☒ **1 – (10 pts)** Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- ☒ **2 --(10 pts)** Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.
- ☒ **3 – (15 pts)** Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- ☐ **4 – (10 pts)** Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- ☒ **5 – (10 pts)** Attended prebid meetings scheduled by the public owner.
- ☒ **6 – (20 pts)** Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- ☐ **7 – (15 pts)** Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- ☐ **8 – (25 pts)** Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- ☐ **9 – (20 pts)** Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- ☐ **10 - (20 pts)** Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

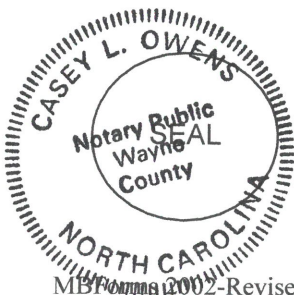
The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d) Failure to abide by this statutory provision will constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: 5/7/21 Name of Authorized Officer: Jason Britt

Signature: *Jason Britt*

Title: Vice President



State of North Carolina County of Wayne

Subscribed and sworn to before me this 7th day of May 2021

Notary Public *Casey L. Owens*

My commission expires 6-10-23

**State of North Carolina --AFFIDAVIT B-- Intent to Perform Contract
with Own Workforce.**

County of Cumberland

Affidavit of JL Britt Electric, Inc.

(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the _____

Cumberland County Courthouse Switchgear Replacement

(Name of Project)

contract.

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and

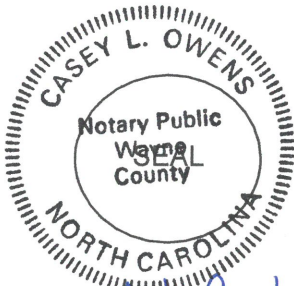
The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement. The Bidder agrees to make a Good Faith Effort to utilize minority suppliers where possible.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date: 5/7/21 Name of Authorized Officer: Jason Britt

Signature: _____

Title: Vice President



State of North Carolina, County of Wayne

Subscribed and sworn to before me this 7th day of May 2021

Notary Public Casey L. Owens

My commission expires 6-10-23

NC Board Examiners of Electrical Contractors

Verify License Search

Contact

Name

J. L. Britt Electric Inc.

Address

590 Edwards Store Rd.
Mount Olive, NC 28365

Phone

(919) 689-2686

Email

jason@jlbritt.com

License

License #

U.04648

Account Type

Unlimited Classification License

Effective Date

03/01/2021

Expiration Date

02/28/2022

Status

Active



OFFICE OF THE COUNTY ATTORNEY

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 20, 2021

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COUNTY ATTORNEY

DATE: 9/15/2021

SUBJECT: APPROVAL OF SIGNING MOA WITH THE STATE OF NORTH CAROLINA RELATING TO THE SETTLEMENT OF OPIOID LITIGATION

BACKGROUND

The county attorney is not the county's attorney in the opioid litigation. The Board engaged the McHugh Fuller Law Group, LLC, of Hattiesburg, MS, with Michael Jay Fuller, Jr., as Lead Counsel and authorized that firm to employ or associate additional counsel. By the contract with McHugh Fuller Law Group, the county consented to the participation of ten additional law firms identified in the contract, including The Richardson Firm, PLLC, and the Law Offices of Antonio F. Gerald, PLLC, in Fayetteville. The county attorney is providing information about the MOA with the State of North Carolina relating to the opioid litigation because the county and the City of Fayetteville both must sign on to the MOA before October 1, 2021, to be eligible for an interest in a share of a 5% incentive fund to be paid out over the term of the settlement.

A national settlement has been reached in the opioid litigation with three distributors and one manufacturer. These were not all the defendants. Those who have declared bankruptcy are still subject to the orders of the bankruptcy court and the national settlement agreement addresses the bankruptcy issue. The national settlement agreement contains 364 pages. It is not attached. A two-page executive summary provided by the national counsel group is attached as **Attachment 1**. The total settlement nationwide is \$26 billion paid over 18 years and use of the funds is restricted to approved abatement uses which are detailed in the national settlement and the MOA with the State.

The MOA with the State is an agreement among the State, all 100 counties, and 17 cities (including Fayetteville) as to the allocation of the settlement funds coming into North Carolina among the counties and those 17 cities. The MOA contains 15 pages and 24 pages of Exhibits and is attached as **Attachment 2**, with the signature page attached separately as **Attachment 3**. Key provisions in the agreement are highlighted for discussion as follows:

On page 6, the key provision is which local jurisdictions get funding and the proportion that is allocated to each. Those are shown in the list at the end of the document on Exhibit pages 22 – 24. Cumberland is allocated 2.637% of the amount allocated to North Carolina. Only six counties are receiving a higher percentage than Cumberland. Those are also highlighted and include Forsyth, Gaston, Guilford, Mecklenburg, New Hanover, and Wake.

On pages 7 and 8, the key provisions are the uses for which the money may be spent, which is set out in detail in Exhibits A and B on Exhibit pages 1-13. Exhibit 7 also has a provision requiring an annual public meeting of the county and all municipalities in the county to receive input on the uses of the funds and encourage collaboration.

On page 9, the key provisions are the description of the budgeting process and requirement for the creation of a coordination group as set out in detail in Exhibit D.

On page 10, the key provisions are the reporting requirements as to the use of the funds.

With the incentive bonus, the agreement allocates 85% of the settlement funds coming into North Carolina to the local governments. Cumberland County has the seventh highest allocation among all the counties. These aspects of the agreement are very good. The only downside to the agreement is that it does not explicitly permit settlement funds to be used to pay attorneys' fees other than through a national fee fund that has been carved out to be used for that purpose. There has been a difference of opinion between the NCACC, the Attorney General's Office, and the national counsel group as to how all counsel will be paid. The national counsel group maintains the fee fund is not sufficient to pay all the lawyers. That issue is still not resolved and until August 25, the national counsel group had advised clients not to sign the MOA at this time. The attached letter, identified as **Attachment 4**, dated August 25, 2021, signed by Paul D. Coates and Russell W. Budd advises that, "The safe harbor is for you to sign the MOA by October 21, 2021."

RECOMMENDATION / PROPOSED ACTION

The county attorney concurs with the advice from two of the law firms representing the county that signing the MOA is the safe harbor approach. To approve the MOA, the Board must adopt the attached Resolution Approving the MOA Between the State of North Carolina and Local Governments on Proceeds Relating to the Settlement of Opioid Litigation, identified as **Attachment 5**. The City of Fayetteville is one of the 17 cities which are parties to the MOA and must consider this matter for that reason. The NCACC also included the Towns of Hope Mills and Spring Lake as signatories. The county attorney will forward this packet to those towns and request that they also approve the MOA.

At its September 9, 2021, Agenda Session the Board approved adoption of the Resolution Approving the MOA Between the State of North Carolina and Local Governments and referred it to the September 20, 2021, regular board meeting as a consent item.

ATTACHMENTS:

Description	Type
Attachment 1	Backup Material
Attachment 2	Backup Material
Attachment 3	Backup Material
Attachment 4	Backup Material
Attachment 5	Backup Material

National Opioid Settlement

Executive Summary [Subject to ongoing corrections and updates]

Nationwide settlements have been reached to resolve all Opioids litigation brought by states and local political subdivisions against the three largest pharmaceutical distributors: McKesson, Cardinal Health and AmerisourceBergen ("Distributors"), and manufacturer Janssen Pharmaceuticals, Inc. and its parent company Johnson & Johnson (collectively, "J&J"). These settlements will provide substantial funds to states and subdivisions for abatement of the Opioids epidemic across the country and will impose transformative changes in the way the settling defendants conduct their business.

If the proposed settlements are fully adopted by states and subdivisions nationwide:

- The Distributors will pay a maximum of \$21 billion over 18 years, while J&J will pay a maximum of \$5 billion over no more than nine years, with approximately \$22.8 billion in settlement proceeds payable to state and local subdivisions.[1] . Of the funds going directly to participating states and subdivisions, at least 85% must be used for abatement of the Opioid Epidemic, with the overwhelming bulk of the proceeds restricted to funding future abatement efforts by state and local governments.
- The Distributors will make an initial deposit of funds into escrow by the end of September 2021, with additional deposits by J&J and the Distributors in early Summer of 2022.
- Funds can begin to flow to states and local governments as early as April 2022, depending on when a settling state meets certain requirements. The J&J agreement also offers opportunities for significant acceleration of payments if states and subdivisions meet specified participation levels.
- The settlements will allow for a broad range of approved abatement uses by state and local governments. Developed in consultation with the nation's leading public health experts, the list of pre-approved uses includes a wide range of intervention, treatment, education, and recovery services so that state and local governments can decide what will best serve their communities. It is anticipated that entire communities will benefit from the effects of the opioid-remediation efforts funded by the settlements and the injunctive relief the settlements provide.
- In addition to billions of dollars for abatement, the agreements also provide for injunctive relief that requires important changes to the Distributors' and J&J's conduct to better protect our nation's health and welfare. This reform package includes the creation of a groundbreaking clearinghouse through which the Distributors will be required to account not only for their own shipments, but also the shipments of the other distributors, in order to detect, stop, and report suspicious Opioids or-

ders. In addition, J&J (which ceased marketing Opioids in 2015 and ceased selling Opioids in 2020) will not market or sell any Opioid products in the next ten years and has agreed to cease lobbying concerning prescription opioids for ten years. J&J also has agreed to make the clinical trial data for its discontinued Opioids available for medical research.

- Less than 10% of the settlement proceeds will be earmarked to compensate private lawyers who have been prosecuting Opioids cases on behalf of state and local governments for several years without compensation and have incurred substantial out of pocket costs, including taking hundreds of depositions, reviewing millions of pages of documents, and collecting and analyzing nationwide data about the way prescription opioids were distributed. Compensation will occur through an application procedure overseen by court-appointed arbiters. An additional sum is provided to settling states that did not hire outside counsel, to use towards furthering the abatement goal and to defray their investigation and litigation costs.

These are not class action “opt out” settlements. Instead, these settlements require that a critical mass of both state and local governments “opt in” over the next six months. The extent of this participation will determine whether the settlement agreements take effect. The Distributors and J&J on the one hand, and the states and subdivisions on the other, each have options to walk away if they are not satisfied with levels of participation. Participation levels also affect how much money settling parties will receive because about half of the abatement funds are in the form of “incentive payments” and certain other settlement provisions also provide incentives for higher levels of participation. Put simply, the greater the level of participation, the more funds will ultimately be paid out for abatement.

The Tribes, the Distributors, and J&J are also working toward resolution of Tribal Opioids claims through mediations under the auspices of the MDL court.

The agreements with the Distributors and J&J are the culmination of almost three years of intense negotiations among representatives of the State Attorneys General, the court-appointed Plaintiffs’ Executive Committee and Negotiation Committee comprised of lawyers in the National Prescription Opiate MDL who represent subdivisions, and counsel to the Distributors and J&J, facilitated by Judge Dan Polster (who oversees the federal MDL litigation) and by the Special Masters appointed by the MDL Court.

The agreements, if adopted, will not settle or release any claims brought by private parties, including private individuals, private hospitals, or private third-party payers.

[1] West Virginia previously settled with the Distributors in an unrelated settlement. A portion of the Distributors’ settlement funds (\$491 million) is treated as a credit toward potential settlements with West Virginia subdivisions and with Tribes. For J&J’s agreement, a portion of the settlement funds (\$270 million) is treated as a credit for Oklahoma (which obtained a trial verdict against J&J), the Tribes, and other litigation cost for non-participating entities.

**MEMORANDUM OF AGREEMENT
BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS
ON PROCEEDS RELATING TO THE SETTLEMENT OF OPIOID LITIGATION**

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Background Statement

Capitalized terms not defined below have the meanings set forth in the Definitions section of the Statement of Agreement.

WHEREAS, the State of North Carolina (the “State”), North Carolina counties and municipalities, and their people have been harmed by misconduct committed by certain entities that engage in or have engaged in the manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic (“Pharmaceutical Supply Chain Participants”); and

WHEREAS, certain North Carolina counties and municipalities, through their counsel, and the State, through its Attorney General, are separately engaged in ongoing investigations, litigation and settlement discussions seeking to hold Pharmaceutical Supply Chain Participants accountable for the damage caused by their misconduct; and

WHEREAS, the State and the Local Governments share a common desire to abate and alleviate the impacts of the misconduct described above throughout North Carolina and in its local communities; and

WHEREAS, while the Local Governments and the State recognize the sums which may be available from the aforementioned litigation will likely be insufficient to fully abate the public health crisis caused by the opioid epidemic, they share a common interest in dedicating the most resources possible to the abatement effort; and

WHEREAS, settlements resulting from the investigations and litigation with Johnson & Johnson, AmerisourceBergen, Cardinal Health, and McKesson are anticipated to take the form of a National Settlement Agreement; and

WHEREAS, this Memorandum of Agreement (“MOA”) is intended to facilitate compliance by the State and by the Local Governments with the terms of the National Settlement Agreement and, to the extent appropriate, in other settlements related to the opioid epidemic reached by the state of North Carolina; and

WHEREAS, North Carolina’s share of settlement funds from the National Settlement Agreement will be maximized only if all North Carolina counties, and municipalities of a certain size, participate in the settlement; and

WHEREAS, the National Settlement Agreement will set a default allocation between each state and its political subdivisions unless they enter into a state-specific agreement regarding the distribution and use of settlement amounts (a “State-Subdivision Agreement”); and

WHEREAS, this MOA is intended to serve as such a State-Subdivision Agreement under the National Settlement Agreement; and

WHEREAS, the aforementioned investigations and litigation have caused some Pharmaceutical Supply Chain Participants to declare bankruptcy, and it may cause additional entities to declare bankruptcy in the future; and

WHEREAS, this MOA is also intended to serve as a State-Subdivision Agreement under resolutions of claims concerning alleged misconduct in manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic entered in bankruptcy court that provide for payments (including payments through a trust) to both the State and North Carolina counties and municipalities and allow for the allocation between a state and its political subdivisions to be set through a state-specific agreement (“Bankruptcy Resolutions”); and

WHEREAS, specifically, this MOA is intended to serve under the Bankruptcy Resolution concerning Purdue Pharma L.P. as a statewide abatement agreement, and under this MOA, a statewide abatement agreement is a type of State-Subdivision Agreement.

Statement of Agreement

The parties hereto agree as follows:

A. Definitions

As used in this MOA:

The terms “Bankruptcy Resolution,” “MOA,” “Pharmaceutical Supply Chain Participant,” “State,” and “State-Subdivision Agreement” are defined in the recitals to this MOA.

“Coordination group” refers to the group described in **Section E.7** below.

“County Incentive Fund” is defined in **Section G** below.

“Governing Body” means (1) for a county, the county commissioners of the county, and (2) for a municipality, the elected city council, town council, board of commissioners, or board of aldermen for the municipality.

“Incentive Eligible Local Government” is defined in **Section G** below.

“Local Abatement Funds” are defined in **Section B.2** below.

“Local Government” means all counties and municipalities located within the geographic boundaries of the State of North Carolina that have chosen to sign on to this MOA.

“MDL Matter” means the matter captioned *In re: National Prescription Opiate Litigation*, MDL 2804 pending in the United States District Court for the Northern District of Ohio.

“MDL Parties” means all parties who participated in the matter captioned *In re: National Prescription Opiate Litigation*, MDL 2804 pending in the United States District Court for the Northern District of Ohio as Plaintiffs.

“National Settlement Agreement” means a national opioid settlement agreement with the Parties and one or all of the Settling Defendants concerning alleged misconduct in manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic.

“Opioid Settlement Funds” shall mean all funds allocated by the National Settlement Agreement and any Bankruptcy Resolutions to the State or Local Governments for purposes of opioid remediation activities or restitution, as well as any repayment of those funds and any interest or investment earnings that may accrue as those funds are temporarily held before being expended on opioid remediation strategies. Not included are funds made available in the National Settlement Agreement or any Bankruptcy Resolutions for the payment of the Parties’ litigation expenses or the reimbursement of the United States Government.

“Parties” means the State of North Carolina and the Local Governments.

“Settling Defendants” means Johnson & Johnson, AmerisourceBergen, Cardinal Health, and McKesson, as well as their subsidiaries, affiliates, officers, and directors named in a National Settlement Agreement.

“State Abatement Fund” is defined in **Section B.2** below.

B. Allocation of Settlement Proceeds

1. Method of distribution. Pursuant to the National Settlement Agreement and any Bankruptcy Resolutions, Opioid Settlement Funds shall be distributed directly to the State and to Local Governments in such proportions and for such uses as set forth in this MOA, provided Opioid Settlement Funds shall not be considered funds of the State or any Local Government unless and until such time as each annual distribution is made.
2. Overall allocation of funds. Opioid Settlement Funds shall be allocated as follows: (i) 15% directly to the State (“State Abatement Fund”), (ii) 80% to abatement funds established by Local Governments (“Local Abatement Funds”), and (iii) 5% to a County Incentive Fund described in **Section G** below.
3. Allocation of funds between Local Governments. The Local Abatement Funds shall be allocated to counties and municipalities in such proportions as set forth in **Exhibit G**, attached hereto and incorporated herein by reference, which is based upon the MDL Matter’s Opioid Negotiation Class Model. The proportions shall not change based on population changes during the term of the MOA. However, to the extent required by the terms of the National Settlement Agreement, the proportions set forth in **Exhibit G** shall be adjusted: (i) to provide no payment from the National Settlement Agreement to any listed county or municipality that does not participate in the National Settlement Agreement; and (ii) to provide a reduced payment from the National Settlement Agreement to any listed county or municipality that signs onto the National Settlement Agreement after the initial participation deadline.
4. Municipal allocations. Within counties and municipalities:

- a. Local Governments receiving payments. The proportions set forth in **Exhibit G** provide for payments directly to (i) all North Carolina counties, (ii) North Carolina municipalities with populations over 75,000 based on the United States Census Bureau's Vintage 2019 population totals, and (iii) North Carolina municipalities who are also MDL Parties as of January 1, 2021.
 - b. Municipality may direct payments to county. Any municipality allocated a share in **Exhibit G** may elect to have its share of current or future annual distributions of Local Abatement Funds instead directed to the county or counties in which it is located. Such an election may be made by January 1 each year to apply to the following fiscal year. If a municipality is located in more than one county, the municipality's funds will be directed based on the MDL Matter's Opioid Negotiation Class Model.
5. Use of funds for opioid remediation activities. This MOA requires that except as related to the payment of the Parties' litigation expenses and the reimbursement of the United States Government, all Opioid Settlement Funds, regardless of allocation, shall be utilized only for opioid remediation activities.
 6. Relationship of this MOA to other agreements and resolutions. All Parties acknowledge and agree the National Settlement Agreement will require a Local Government to release all its claims against the Settling Defendants to receive Opioid Settlement Funds. All Parties further acknowledge and agree based on the terms of the National Settlement Agreement, a Local Government may receive funds through this MOA only after complying with all requirements set forth in the National Settlement Agreement to release its claims. This MOA is not a promise from any Party that any National Settlement Agreement or Bankruptcy Resolution will be finalized or executed.

C. Payment of Litigating and Non-Litigating Parties

No Party engaged in litigating the MDL Matter shall receive a smaller payment than a similarly situated non-litigating Party, other than as based on the Allocation Proportions in **Exhibit G** or based on the eligibility criteria for payments from the County Incentive Fund as provided by **Section G** below.

D. Special Revenue Fund

1. Creation of special revenue fund. Every Local Government receiving Opioid Settlement Funds shall create a separate special revenue fund, as described below, that is designated for the receipt and expenditure of the Opioid Settlement Funds.
2. Procedures for special revenue fund. Funds in this special revenue fund shall not be commingled with any other money or funds of the Local Government. The funds in the

special revenue fund shall not be used for any loans or pledge of assets, unless the loan or pledge is for an opioid remediation purpose consistent with the terms of this MOA and adopted under the process described in **Section E.6** below. Although counties or municipalities may make contracts with or grants to a nonprofit, charity, or other entity, counties or municipalities may not assign to another entity their rights to receive payments from the national settlement or their responsibilities for funding decisions.

3. Interest earned on special revenue fund. The funds in the special revenue fund may be invested, consistent with the investment limitations for local governments, and may be placed in an interest-bearing bank account. Any interest earned on the special revenue fund must be used in a way that is consistent with this MOA.

E. Opioid Remediation Activities.

1. Limitation on use of funds. Local Governments shall expend Opioid Settlement Funds only for opioid-related expenditures consistent with the terms of this MOA and incurred after the date of the Local Government's execution of this MOA, unless execution of the National Settlement Agreement requires a later date.
2. Opportunity to cure inconsistent expenditures. If a Local Government spends any Opioid Settlement Funds on an expenditure inconsistent with the terms of this MOA, the Local Government shall have 60 days after discovery of the expenditure to cure the inconsistent expenditure through payment of such amount for opioid remediation activities through budget amendment or repayment.
3. Consequences of failure to cure inconsistent expenditures. If a Local Government does not make the cure required by **Section E.2** above within 60 days, (i) future Opioid Fund payments to that Local Government shall be reduced by an amount equal to the inconsistent expenditure, and (ii) to the extent the inconsistent expenditure is greater than the expected future stream of payments to the Local Government, the Attorney General may initiate a process up to and including litigation to recover and redistribute the overage among all eligible Local Governments. The Attorney General may recover any litigation expenses incurred to recover the funds. Any recovery or redistribution shall be distributed consistent with **Sections B.3 and B.4** above.
4. Annual meeting of counties and municipalities within each county. Each county receiving Opioid Settlement Funds shall hold at least one annual meeting with all municipalities in the Local Government's county invited in order to receive input as to proposed uses of the Opioid Settlement Funds and to encourage collaboration between local governments both within and beyond the county. These meetings shall be open to the public.
5. Use of settlement funds under Option A and Option B. Local Governments shall spend Opioid Settlement Funds from the Local Abatement Funds on opioid remediation activities using either or both of the processes described as Option A and Option B below, unless the relevant National Settlement Agreement or Bankruptcy Resolution further limit the spending.

a. Option A.

- i. Without any additional strategic planning beyond the meeting described in **Section E.4** above, Local Governments may spend Opioid Settlement Funds from the list of High-Impact Opioid Abatement Strategies attached as **Exhibit A**. This list is a subset of the initial opioid remediation strategies listed in the National Settlement Agreement.
- ii. **Exhibit A** may be modified as set forth in Exhibit D below; provided, however, that any strategy listed on **Exhibit A** must be within the list of opioid remediation activities for the then-current National Settlement Agreement. Opioid remediation activities undertaken under a previously authorized strategy list may continue if they were authorized at the time of the Local Government's commitment to spend funds on that activity.

b. Option B.

- i. A Local Government that chooses to participate in additional voluntary, collaborative, strategic planning may spend Opioid Settlement Funds from the broader list of categories found in **Exhibit B**. This list contains all the initial opioid remediation strategies listed in the National Settlement Agreement.
- ii. Before spending any funds on any activity listed in **Exhibit B**, but not listed on **Exhibit A**, a Local Government must first engage in the collaborative strategic planning process described in **Exhibit C**. This process shall result in a report and non-binding recommendations to the Local Government's Governing Body described in **Exhibit C** (right-hand column).
- iii. A Local Government that has previously undertaken the collaborative strategic planning process described in **Exhibit C** and wishes to continue implementing a strategy listed in **Exhibit B**, but not listed in **Exhibit A**, shall undertake a new collaborative strategic planning process every four years (or more often if desired).
- iv. A Local Government that has previously undertaken the collaborative strategic planning process described in **Exhibit C** that wishes to implement a new strategy listed in **Exhibit B** but not listed in **Exhibit A**, shall undertake a new collaborative strategic planning process.
- v. Two or more Local Governments may undertake a single collaborative strategic planning process resulting in a report and recommendations to all of the Local Governments involved.

6. Process for drawing from special revenue funds.

- a. Budget item or resolution required. Opioid Settlement Funds can be used for a purpose when the Governing Body includes in its budget or passes a separate resolution authorizing the expenditure of a stated amount of Opioid Settlement Funds for that purpose or those purposes during a specified period of time.
- b. Budget item or resolution details. The budget or resolution should (i) indicate that it is an authorization for expenditure of opioid settlement funds; (ii) state the specific strategy or strategies the county or municipality intends to fund pursuant to Option A or Option B, using the item letter and/or number in **Exhibit A** or **Exhibit B** to identify each funded strategy, and (iii) state the amount dedicated to each strategy for a stated period of time.

7. Coordination group. A coordination group with the composition and responsibilities described in **Exhibit D** shall meet at least once a year during the first three years that this MOA is in effect. Thereafter, the coordination group shall meet at least once every three years until such time as Opioid Settlement Funds are no longer being spent by Local Governments.

F. Auditing, Compliance, Reporting, and Accountability

1. Audits under Local Government Budget and Fiscal Control Act. Local Governments' Opioid Settlement Funds are subject to financial audit by an independent certified public accountant in a manner no less than what is required under G.S. 159-34. Each Local Government must file an annual financial audit of the Opioid Settlement Funds with the Local Government Commission. If any such audit reveals an expenditure inconsistent with the terms of this MOA, the Local Government shall immediately report the finding to the Attorney General.
2. Audits under other acts and requirements. The expenditure of Opioid Settlement Funds is subject to the requirements of the Local Government Budget and Fiscal Control Act, Chapter 159 of the North Carolina General Statutes; Local Government Commission rules; the Federal Single Audit Act of 1984 (as if the Opioid Settlement Funds were federal funds); the State Single Audit Implementation Act; Generally Accepted Government Auditing Standards; and all other applicable laws, rules, and accounting standards. For expenditures for which no compliance audit is required under the Federal Single Audit Act of 1984, a compliance audit shall be required under a compliance supplement approved by the coordination group.
3. Audit costs. Reasonable audit costs that would not be required except for this Section F may be paid by the Local Government from Opioid Settlement Funds..
4. Access to persons and records. During and after the term of this MOA, the State Auditor and Department of Justice shall have access to persons and records related to this MOA and expenditures of Opioid Settlement Funds to verify accounts and data affecting fees or

performance. The Local Government manager/administrator is the point of contact for questions that arise under this MOA.

5. Preservation of records. The Local Government must maintain, for a period of at least five years, records of Opioid Settlement Fund expenditures and documents underlying those expenditures, so that it can be verified that funds are being or have been utilized in a manner consistent with the National Settlement Agreement, any Bankruptcy Resolutions, and this MOA.
6. Reporting.
 - a. Annual financial report required. In order to ensure compliance with the opioid remediation provisions of the National Settlement Agreement, any Bankruptcy Resolutions, and this MOA, for every fiscal year in which a Local Government receives, holds, or spends Opioid Settlement Funds, the county or municipality must submit an annual financial report specifying the activities and amounts it has funded.
 - b. Annual financial report timing and contents. The annual financial report shall be provided to the North Carolina Attorney General by emailing the report to opioiddocs@ncdoj.gov, within 90 days of the last day of the state fiscal year covered by the report. Each annual financial report must include the information described on **Exhibit E**.
 - c. Reporting to statewide opioid settlement dashboard. Each Local Government must provide the following information to the statewide opioid settlement dashboard within the stated timeframes:
 - i. The budget or resolution authorizing the expenditure of a stated amount of Opioid Settlement Funds for a specific purpose or purposes during a specified period of time as described in **Section E.6.b** above (within 90 days of the passage of any such budget or resolution);
 - ii. If the Local Government is using Option B, the report(s) and non-binding recommendations from collaborative strategic planning described in **Section E.5.b.ii** above and **Exhibit C** (right hand column) (within 90 days of the date the report and recommendations are submitted to the local governing body for consideration);
 - iii. The annual financial reports described in Section F.6.a and **Exhibit E** (within 90 days of the end of the fiscal year covered by the report); and
 - iv. The impact information described in **Exhibit F** (within 90 days of the end of the fiscal year covered by the report).

The State will create an online portal with instructions for Local Governments to report or upload each of these four items by electronic means.

- d. Copy to NCDOJ of any additional reporting. If the National Settlement Agreement or any Bankruptcy Resolutions require that a Local Government file, post, or provide a report or other document beyond those described in this MOA, or if any Local Government communicates in writing with any national administrator or other entity created or authorized by the National Settlement Agreement or any Bankruptcy Resolutions regarding the Local Government's compliance with the National Settlement Agreement or Bankruptcy Resolutions, the Local Government shall email a copy of any such report, document, or communication to the North Carolina Department of Justice at opioiddocs@ncdoj.gov.
 - e. Compliance and non-compliance.
 - i. Every Local Government shall make a good faith effort to comply with all of its reporting obligations under this MOA, including the obligations described in **Section F.6.c** above.
 - ii. A Local Government that engages in a good faith effort to comply with its reporting obligations under **Section F.6.c** but fails in some way to report information in an accurate, timely, or complete manner shall be given an opportunity to remedy this failure within a reasonable time.
 - iii. A Local Government that does not engage in a good faith effort to comply with its reporting obligations under this MOA, or that fails to remedy reporting issues within a reasonable time, may be subject to action for breach of contract.
 - iv. Notwithstanding anything to the contrary herein, a Local Government that is in substantial compliance with the reporting obligations in this MOA shall not be considered in breach of this MOA or in breach of contract.
7. Collaboration. The State and Local Governments must collaborate to promote effective use of Opioid Settlement Funds, including through the sharing of expertise, training, technical assistance. They will also coordinate with trusted partners to collect and share information about successful regional and other high-impact strategies and opioid treatment programs.

G. County Incentive Fund

A Local Government receiving Settlement Proceeds pursuant to **Section B.4.a** shall be an Incentive Eligible Local Government if every municipality in the Local Government's county with population of at least 30,000 has executed this MOA by October 1, 2021, but no later than any such deadline set in the National Settlement Agreement for the highest possible participation in incentive structures for North Carolina. Each Incentive Eligible Local Government shall receive a share of the 5% County Incentive Fund set forth in **Section B.2.iii**, distributed pro rata among only Incentive Eligible Local Governments as set forth in **Exhibit G**. For purposes of the calculations required by this Section, populations will be based on United States Census Bureau's Vintage 2019 population totals, and a municipality with populations in multiple counties will be counted only toward the county which has the largest share of that municipality's population.

H. Effectiveness

1. When MOA takes effect. This MOA shall become effective at the time a sufficient number of Local Governments have joined the MOA to qualify this MOA as a State-Subdivision Agreement under the National Settlement Agreement or any Bankruptcy Resolution. If this MOA does not thereby qualify as a State-Subdivision Agreement, this MOA will have no effect.
2. Amendments to MOA.
 - a. Amendments to conform to final national documents. The Attorney General, with the consent of a majority vote from a group of Local Government attorneys appointed by the Association of County Commissioners, may initiate a process to amend this MOA to make any changes required by the final provisions of the National Settlement Agreement or any Bankruptcy Resolution. The Attorney General's Office will provide written notice of the necessary amendments to all the previously joining parties. Any previously joining party will have a two-week opportunity to withdraw from the MOA. The amendments will be effective to any party that does not withdraw.
 - b. Coordination group. The coordination group may make the changes authorized in **Exhibit D**.
 - c. No amendments to allocation between Local Governments. Notwithstanding any other provision of this MOA, the allocation proportions set forth in **Exhibit G** may not be amended.
 - d. General amendment power. After execution, the coordination group may propose other amendments to the MOA, subject to the limitation in **Section H.2.c** above. Such amendments will take effect only if approved in writing by the Attorney General and at least two-thirds of the Local Governments who are Parties to this MOA. In the vote, each Local Government Party will have a number of votes measured by the allocation proportions set forth in **Exhibit G**.
3. Acknowledgement. The Parties acknowledge that this MOA is an effective and fair way to address the needs arising from the public health crisis due to the misconduct committed by the Pharmaceutical Supply Chain Participants.
4. When MOA is no longer in effect. This MOA is effective until one year after the last date on which any Opioid Settlement Funds are being spent by Local Governments pursuant to the National Settlement Agreement and any Bankruptcy Resolution.
5. Application of MOA to settlements and bankruptcy resolutions. This MOA applies to all settlements under the National Settlement Agreement with the Settling Defendants and any Bankruptcy Resolutions. The Parties agree to discuss the use, as the Parties may deem appropriate in the future, of the settlement terms set out herein (after any necessary

amendments) for resolutions with Pharmaceutical Supply Chain Participants not covered by the National Settlement Agreement or a Bankruptcy Resolution.

6. Applicable law and venue. Unless required otherwise by the National Settlement Agreement or a Bankruptcy Resolution, this MOA shall be interpreted using North Carolina law and any action related to the provisions of this MOA must be adjudicated by the Superior Court of Wake County. If any provision of this MOA is held invalid by any court of competent jurisdiction, this invalidity does not affect any other provision which can be given effect without the invalid provision.
7. Scope of MOA. The Parties acknowledge that this MOA does not excuse any requirements placed upon them by the terms of the National Settlement Agreement or any Bankruptcy Resolution, except to the extent those terms allow for a State-Subdivision Agreement to do so.
8. No third party beneficiaries. No person or entity is intended to be a third party beneficiary of this MOA.
9. No effect on authority of parties. Nothing in this MOA shall be construed to affect or constrain the authority of the Parties under law.
10. Signing and execution of MOA. This MOA may be signed and executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. A signature transmitted by facsimile or electronic image shall be deemed an original signature for purposes of executing this MOA. Each person signing this MOA represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this MOA, and that all necessary approvals and conditions precedent to his or her execution have been satisfied.

(Signature pages follow.)

Signature pages will be structured as one page for the State of North Carolina,
followed by separate signature pages for each county.

These signature pages will also include blanks for the county's municipalities.

To avoid having 101 signature pages in the middle of this file,
the signature pages are in a separate document.

**EXHIBIT A TO NC MOA:
HIGH-IMPACT OPIOID ABATEMENT STRATEGIES (“OPTION A” List)**

In keeping with the National Settlement Agreement, opioid settlement funds may support programs or services listed below that serve persons with Opioid Use Disorder (OUD) or any co-occurring Substance Use Disorder (SUD) or mental health condition.

As used in this list, the words “fund” and “support” are used interchangeably and mean to create, expand, or sustain a program, service, or activity.

1. **Collaborative strategic planning.** Support collaborative strategic planning to address opioid misuse, addiction, overdose, or related issues, including staff support, facilitation services, or any activity or combination of activities listed in Exhibit C to the MOA (collaborative strategic planning).
2. **Evidence-based addiction treatment.** Support evidence-based addiction treatment consistent with the American Society of Addiction Medicine’s national practice guidelines for the treatment of opioid use disorder – including Medication-Assisted Treatment (MAT) with any medication approved for this purpose by the U.S. Food and Drug Administration – through Opioid Treatment Programs, qualified providers of Office-Based Opioid Treatment, Federally Qualified Health Centers, treatment offered in conjunction with justice system programs, or other community-based programs offering evidence-based addiction treatment. This may include capital expenditures for facilities that offer evidence-based treatment for OUD. (If only a portion of a facility offers such treatment, then only that portion qualifies for funding, on a pro rata basis.)
3. **Recovery support services.** Fund evidence-based recovery support services, including peer support specialists or care navigators based in local health departments, social service offices, detention facilities, community-based organizations, or other settings that support people in treatment or recovery, or people who use drugs, in accessing addiction treatment, recovery support, harm reduction services, primary healthcare, or other services or supports they need to improve their health or well-being.
4. **Recovery housing support.** Fund programs offering recovery housing support to people in treatment or recovery, or people who use drugs, such as assistance with rent, move-in deposits, or utilities; or fund recovery housing programs that provide housing to individuals receiving Medication-Assisted Treatment for opioid use disorder.
5. **Employment-related services.** Fund programs offering employment support services to people in treatment or recovery, or people who use drugs, such as job training, job skills, job placement, interview coaching, resume review, professional attire, relevant courses at community colleges or vocational schools, transportation services or transportation vouchers to facilitate any of these activities, or similar services or supports.
6. **Early intervention.** Fund programs, services, or training to encourage early identification and intervention for children or adolescents who may be struggling with problematic use of drugs or mental health conditions, including Youth Mental Health

First Aid, peer-based programs, or similar approaches. Training programs may target parents, family members, caregivers, teachers, school staff, peers, neighbors, health or human services professionals, or others in contact with children or adolescents.

7. **Naloxone distribution.** Support programs or organizations that distribute naloxone to persons at risk of overdose or their social networks, such as Syringe Service Programs, post-overdose response teams, programs that provide naloxone to persons upon release from jail or prison, emergency medical service providers or hospital emergency departments that provide naloxone to persons at risk of overdose, or community-based organizations that provide services to people who use drugs. Programs or organizations involved in community distribution of naloxone may, in addition, provide naloxone to first responders.
8. **Post-overdose response team.** Support post-overdose response teams that connect persons who have experienced non-fatal drug overdoses to addiction treatment, recovery support, harm reduction services, primary healthcare, or other services or supports they need to improve their health or well-being.
9. **Syringe Service Program.** Support Syringe Service Programs operated by any governmental or nongovernmental organization authorized by section 90-113.27 of the North Carolina General Statutes that provide syringes, naloxone, or other harm reduction supplies; that dispose of used syringes; that connect clients to prevention, treatment, recovery support, behavioral healthcare, primary healthcare, or other services or supports they need; or that provide any of these services or supports.
10. **Criminal justice diversion programs.** Support pre-arrest or post-arrest diversion programs, or pre-trial service programs, that connect individuals involved or at risk of becoming involved in the criminal justice system to addiction treatment, recovery support, harm reduction services, primary healthcare, prevention, or other services or supports they need, or that provide any of these services or supports.
11. **Addiction treatment for incarcerated persons.** Support evidence-based addiction treatment, including Medication-Assisted Treatment with at least one FDA-approved opioid agonist, to persons who are incarcerated in jail or prison.
12. **Reentry Programs.** Support programs that connect incarcerated persons to addiction treatment, recovery support, harm reduction services, primary healthcare, or other services or supports they need upon release from jail or prison, or that provide any of these services or supports.

EXHIBIT B TO NC MOA:

Additional Opioid Remediation Activities (“OPTION B” List)

This list shall be automatically updated to match the list of approved strategies in the most recent National Settlement Agreement.

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:¹

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Treatment of trauma for individuals with OUD (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.

¹ As used in this Exhibit B, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.

8. Training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.
10. Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD or mental health conditions, including but not limited to training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.
12. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
13. Dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.
14. Development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in treatment for or recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.
3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.
4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.

5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.
9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.
11. Training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.
12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.
14. Create and/or support recovery high schools.
15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)

Provide connections to care for people who have – or at risk of developing – OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.

3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.
6. Training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically-appropriate follow-up care through a bridge clinic or similar approach.
8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
11. Expand warm hand-off services to transition to recovery services.
12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
13. Develop and support best practices on addressing OUD in the workplace.
14. Support assistance programs for health care providers with OUD.
15. Engage non-profits and the faith community as a system to support outreach for treatment.
16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice

system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
 - a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);
 - b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;
 - c. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
 - d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;
 - e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or
 - f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.
4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison, have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (NAS), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
3. Training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; expand long-term treatment and services for medical monitoring of NAS babies and their families.
5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.
6. Child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.
7. Enhanced family supports and child care services for parents with OUD and any co-occurring SUD/MH conditions.
8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including but not limited to parent skills training.
10. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund medical provider education and outreach regarding best prescribing practices for opioids consistent with Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).
2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:
 - a. Increase the number of prescribers using PDMPs;
 - b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or
 - c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.
6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.
7. Increase electronic prescribing to prevent diversion or forgery.
8. Educate Dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund media campaigns to prevent opioid misuse.
2. Corrective advertising or affirmative public education campaigns based on evidence.
3. Public education relating to drug disposal.
4. Drug take-back disposal or destruction programs.
5. Fund community anti-drug coalitions that engage in drug prevention efforts.
6. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).
7. Engage non-profits and faith-based communities as systems to support prevention.
8. Fund evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, individuals at high risk of overdose, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities that provide free naloxone to anyone in the community.

3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.
8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Support mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
12. Provide training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Support screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in sections C, D, and H of this Exhibit relating to first responders, support the following:

1. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitation, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local, or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services; to support training and technical assistance; or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A dashboard to share reports, recommendations, or plans to spend Opioid Settlement Funds; to show how Opioid Settlement Funds have been spent; to report program or strategy outcomes; or to track, share, or visualize key opioid-related or health-related indicators and supports as identified through collaborative statewide, regional, local, or community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection, and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.

3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).
7. Epidemiological surveillance of OUD-related behaviors in critical populations including individuals entering the criminal justice system, including but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (ADAM) system.
8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

**EXHIBIT C to NC MOA:
COLLABORATIVE STRATEGIC PLANNING PROCESS UNDER OPTION B**

	ACTIVITY NAME	ACTIVITY DETAIL	CONTENT OF REPORT & RECOMMENDATIONS
A	Engage diverse stakeholders	Engage diverse stakeholders, per "ITEM A DETAIL" below, throughout the collaborative strategic planning process	Report on stakeholder engagement per "ITEM A DETAIL" below
B	Designate facilitator	Designate a person or entity to facilitate the strategic collaborative planning process. Consider a trained, neutral facilitator.	Identify the facilitator
C	Build upon any related planning	Build upon or coordinate with prior or concurrent planning efforts that address addiction, drug misuse, overdose, or related issues, including but not limited to community health assessments.	Report any related planning efforts you will build upon or coordinate with
D	Agree on shared vision	Agree on a shared vision for positive community change, considering how strategic investments of Opioid Settlement Funds have the potential to improve community health and well-being and address root causes of addiction, drug misuse, overdose, and related issues	Report on shared vision for positive community change
E	Identify key indicator(s)	Identify one or more population-level measures to monitor in order to gauge progress towards the shared vision. (The NC Opioid Action Plan Data Dashboard contains several such measures.)	Report on the key indicators selected
F	Identify and explore root causes	Explore root causes of addiction, drug misuse, overdose, and related issues in the community, using quantitative data as well as stakeholder narratives, community voices, the stories of those with lived experience, or similar qualitative information	Report on root causes as described
G	Identify and evaluate potential strategies	Identify potential strategies to address root causes or other aspects of the opioid epidemic; identify these strategies (by letter or number) on EXHIBIT A or EXHIBIT B, and consider the effectiveness of each strategy based on available evidence	Identify and evaluate potential strategies
H	Identify gaps in existing efforts	For each potential strategy identified (or for favored strategies), survey existing programs, services, or supports that address the same or similar issues; and identify gaps or shortcomings	Report on survey of and gaps in existing efforts
I	Prioritize strategies	Prioritize strategies, taking into account your shared vision, analysis of root causes, evaluation of each strategy, and analysis of gaps in existing efforts	Report on prioritization of strategies
J	Identify goals, measures, and evaluation plan	For each strategy (or favored strategy), develop goals and an evaluation plan that includes at least one process measure (How much did you do?), at least one quality measure (How well did you do it?), and at least one outcome measure (Is anyone better off?)	Report on goals, measures, and evaluation plan for each chosen strategy
K	Consider ways to align strategies	For each potential strategy identified (or for favored strategies), consider opportunities to braid Opioid Settlement Funds with other funding streams; develop regional solutions; form strategic partnerships; or to pursue other creative solutions	Report on opportunities to align strategies as described
L	Identify organizations	Identify organizations and agencies with responsibility to implement each strategy; and identify the human, material, and capital resources to implement each strategy	Identify organizations and needs to implement each strategy

M	Develop budgets and timelines	Develop a detailed global budget for each strategy with anticipated expenditures, along with timelines for completing components of each strategy	Report budgets and timelines for each strategy
N	Offer recommendations	Offer recommendations to local governing body (e.g., the county board, city council, or other local governing body)	Report recommendations to governing body

ITEM A DETAIL: STAKEHOLDER INVOLVEMENT

	STAKE-HOLDERS	DESCRIPTION	CONTENT OF REPORT & RECOMMENDATIONS
A-1	Local officials	County and municipal officials, such as those with responsibility over public health, social services, and emergency services	Report stakeholder involvement (who and how involved in process)
A-2	Healthcare providers	Hospitals and health systems, addiction professionals and other providers of behavioral health services, medical professionals, pharmacists, community health centers, medical safety net providers, and other healthcare providers	same as above
A-3	Social service providers	Providers of human services, social services, housing services, and community health services such as harm reduction, peer support, and recovery support services	same
A-4	Education and employment service providers	Educators, such as representatives of K-12 schools, community colleges, and universities; and those providing vocational education, job skills training, or related employment services	same
A-5	Payers and funders	Health care payers and funders, such as managed care organizations, prepaid health plans, LME-MCOs, private insurers, and foundations	same
A-6	Law enforcement	Law enforcement and corrections officials	same
A-7	Employers	Employers and business leaders	same
A-8	Community groups	Community groups, such as faith communities, community coalitions that address drug misuse, groups supporting people in recovery, youth leadership organizations, and grassroots community organizations	same
A-9	Stakeholders with "lived experience"	Stakeholders with "lived experience," such as people with addiction, people who use drugs, people in medication-assisted or other treatment, people in recovery, people with criminal justice involvement, and family members or loved ones of the individuals just listed	same
A-10	Stakeholders reflecting diversity of community	Stakeholders who represent the racial, ethnic, economic, and cultural diversity of the community, such as people of color, Native Americans, members of the LGBTQ community, and members of traditionally unrepresented or underrepresented groups	same

EXHIBIT D TO NC MOA: COORDINATION GROUP

COMPOSITION

The Coordination Group shall consist of the following twelve members:

Five Local Government Representatives

- Four appointed by the North Carolina Association of County Commissioners including:
 - One county commissioner
 - One county manager
 - One county attorney
 - One county local health director or consolidated human services director
- One municipal manager appointed by the North Carolina League of Municipalities

Four Experts Appointed by the Department of Health and Human Services

- Four appointed by the Secretary of the Department of Health and Human Services, having relevant experience or expertise with programs or policies to address the opioid epidemic, or with behavioral health, public health, health care, harm reduction, social services, or emergency services.

One Expert Appointed by the Attorney General

- One appointed by the Attorney General of North Carolina from the North Carolina Department of Justice or another state agency, having drug policy or behavioral health experience or expertise.

Two Experts Appointed by Legislative Leaders

- One representative from the University of North Carolina School of Government with relevant expertise appointed by the Speaker of the North Carolina House of Representatives.
- One representative from the board or staff of the North Carolina Institute of Medicine with relevant expertise appointed by the President Pro Tem of the North Carolina Senate.

The coordination group may appoint a non-voting administrator to convene meetings and facilitate the work of the coordination group. The administrator will not be paid from the Opioid Settlement Funds distributed under this MOA.

Appointees shall have relevant experience or expertise with programs or policies to address the opioid epidemic, behavioral health, public health, health care, social services, emergency services, harm reduction, management of local government, or other relevant areas.

Those responsible for making appointments to the coordination group are encouraged to appoint individuals who reflect the diversity of North Carolina, taking into consideration the need for geographic diversity; urban and rural perspectives; representation of people of color and

traditionally underrepresented groups; and the experience and perspective of persons with “lived experience.” Those responsible for making appointments may appoint a successor or replace a member at any time. Members of the coordination group serve until they resign or are replaced by the appointer. Eight members of the coordination group constitutes a quorum.

RESPONSIBILITIES

- a. As provided in **Section F.2** of the MOA, where no compliance audit would be required under the Federal Single Audit Act of 1984 for expenditures of Opioid Settlement Funds, a compliance audit shall be required under a compliance supplement established by a vote of at least 8 members of the coordination group. The compliance supplement shall address, at least, procedures for determining:
 - i. Whether the Local Government followed the procedural requirements of the MOA in ordering the expenditures.
 - ii. Whether the Local Government’s expenditures matched one of the types of opioid-related expenditures listed in **Exhibit A** of the MOA (if the Local Government selected Option A) or **Exhibit B** of the MOA (if the Local Government selected Option B).
 - iii. Whether the Local Government followed the reporting requirements in the MOA.
 - iv. Whether the Local Government (or sub-recipient of any grant or loan, if applicable) utilized the awarded funds for their stated purpose, consistent with this MOA and other relevant standards.
 - v. Which processes (such as sampling) shall be used:
 - i. To keep the costs of the audit at reasonable levels; and
 - ii. Tailor audit requirements for differing levels of expenditures among different counties.
- b. The coordination group may, by a vote of at least 8 members, propose amendments to the MOA as discussed in **Section H** of the MOA or modify any of the following:
 - i. The high-impact strategies discussed in **Section E.5** of the MOA and described in **Exhibit A** to the MOA;
 - ii. The collaborative strategic planning process discussed in **Section E.5** of the MOA and described in **Exhibit C** to the MOA;
 - iii. The annual financial report discussed in **Section F.4** of the MOA and described in **Exhibit E** to the MOA;
 - iv. The impact information discussed in **Section F.4** of the MOA and described in **Exhibit F** to the MOA; or
 - v. Other information reported to the statewide opioid dashboard.

- c. The coordination group may, by consensus or by vote of a majority of members present and voting, work with the parties to this MOA, the North Carolina Association of County Commissioners, the North Carolina League of Municipalities, other associations, foundations, non-profits, and other government or nongovernment entities to provide support to Local Governments in their efforts to effectuate the goals and implement the terms of this MOA. Among other activities, the coordination group may coordinate, facilitate, support, or participate in any of the following activities:
- i. Providing assistance to Local Governments in identifying, locating, collecting, analyzing, or reporting data used to help address the opioid epidemic or related challenges, including data referred to in **Exhibit F**;
 - ii. Developing resources or providing training or technical assistance to support Local Governments in addressing the opioid epidemic and carrying out the terms of this MOA;
 - iii. Developing pilot programs, trained facilitators, or other resources to support the collaborative strategic planning process described in this MOA;
 - iv. Developing and implementing a voluntary learning collaborative among Local Governments and others to share best practices in carrying out the terms of this MOA and addressing the opioid epidemic, including in-person or virtual convenings or connections;
 - v. Developing voluntary leadership training programs for local officials on strategies to address the opioid epidemic, opportunities for Local Governments to harness the ongoing transition to value-based healthcare, and other relevant topics;
 - vi. Taking other actions that support Local Governments in their efforts to effectuate the goals and implement the terms of this MOA but do not in any way change the terms of this MOA or the rights or obligations of parties to this MOA.

**EXHIBIT E TO NC MOA:
ANNUAL FINANCIAL REPORT**

Each annual financial report must include the following financial information:

1. The amount of Opioid Settlement Funds in the special revenue fund at the beginning of the fiscal year (July 1).
2. The amount of Opioid Settlement Funds received during the fiscal year.
3. The amount of Opioid Settlement Funds disbursed or applied during the fiscal year, broken down by funded strategy (with any permissible common costs prorated among strategies).
4. The amount of Opioid Settlement Funds used to cover audit costs as provided in Section F.3 of this MOA.
5. The amount of Opioid Settlement Funds in the special revenue fund at the end of the fiscal year (June 30).

All Local Governments that receive two-tenths of one percent (0.2 percent) or more of the total Local Government Allocation as listed in **Exhibit G** shall provide the following additional information:

6. For all Opioid Settlement Funds disbursed or applied during the fiscal year as reported in item 3 above, a single breakdown of the total amount disbursed or applied for all funded strategies during the fiscal year into the following categories:
 - a. Human resource expenditures.
 - b. Subcontracts, grants, or other payments to sub-recipients involved in implementing of the funded strategies listed item 4 above.
 - c. Operational expenditures.
 - d. Capital expenditures.
 - e. Other expenditures.
7. With respect to item 6.b above, the Local Government shall provide the following information for any sub-recipient that receives ten percent or more of the total amount that the Local Government disbursed or applied during the fiscal year:
 - a. The name of the sub-recipient.
 - b. The amount received by the sub-recipient during the fiscal year.
 - c. A very brief description of the goods, services, or other value provided by the sub-recipient (for example, “addiction treatment services” or “peer-support services” or “syringe service program” or “naloxone purchase”).

The coordination group may clarify or modify specifications for this annual financial report as provided in Exhibit D.

EXHIBIT F TO NC MOA: IMPACT INFORMATION

Within 90 days of the end of any fiscal year in which a Local Government expends Opioid Settlement Funds, the Local Government shall report impact information for each strategy that it funded with Opioid Settlement Funds during that fiscal year (“funded strategy”), using the STANDARD FORM or the SHORT FORM for each funded strategy.

The STANDARD FORM is recommended to all Local Governments for all funded strategies. However, Local Governments may use the SHORT FORM as follows:

- All Local Governments that receive less than 0.2 percent (two-tenths of one percent) of the total Local Government Allocation as shown on **Exhibit G** may use the SHORT FORM for all funded strategies.
- All Local Governments that receive 0.2 percent (two-tenths of one percent) or more but less than 0.3 percent (three-tenths of one percent) of the total Local Government Allocation as shown on **Exhibit G** must use the STANDARD FORM for the funded strategy that received the largest amount of settlement funds during the fiscal year and may use the SHORT FORM for all other funded strategies.
- All Local Governments that receive 0.3 percent (three-tenths of one percent) or more but less than 0.4 percent (four-tenths of one percent) of the total Local Government Allocation as shown on **Exhibit G** must use the STANDARD FORM for the two funded strategies that received the largest amount of settlement funds during the fiscal year and may use the SHORT FORM for all other funded strategies.

STANDARD FORM

1. County or municipality and fiscal year covered by this report.
2. Name, title, and organization of person completing this report.
3. Name of funded strategy, letter and/or number of funded strategy on **Exhibit A** or **Exhibit B** to the MOA, and number and date of resolution(s) authorizing expenditure of settlement funds on funded strategy.
4. **Brief progress report** describing the funded strategy and progress made during the fiscal year. Recommended length: approximately one page (250 words).
5. **Brief success story** from a person who has benefitted from the strategy (de-identified unless the person has agreed in writing to be identified). Recommended length: approximately one page (250 words).
6. **One or more process measures**, addressing the question, “How much did you do?”
Examples: number of persons enrolled, treated, or served; number of participants trained; units of naloxone or number of syringes distributed.
7. **One or more quality measures**, addressing the question, “How well did you do it?”
Examples: percentage of clients referred to care or engaged in care; percentage of staff with

certification, qualification, or lived experience; level of client or participant satisfaction shown in survey data.

8. **One or more outcome measures**, addressing the question, “Is anyone better off?”
Examples: number or percentage of clients with stable housing or employment; self-reported measures of client recovery capital, such as overall well-being, healthy relationships, or ability to manage affairs; number or percentage of formerly incarcerated clients receiving community services or supports within X days of leaving jail or prison.
9. In connection with items 6, 7, and 8 above, **demographic information** on the participation or performance of people of color and other historically marginalized groups.

The State will provide counties and municipalities with recommended measures and sources of data for common opioid remediation strategies such as those listed in **Exhibit A**.

Counties or municipalities that have engaged in collaborative strategic planning are encouraged to use the measures for items 6 through 8 above identified through that process.

SHORT FORM

1. County or municipality and fiscal year covered by this report.
2. Name, title, and organization of person completing this report.
3. Name of funded strategy, letter and/or number of funded strategy on **Exhibit A** or **Exhibit B** to the MOA, and number and date of resolution(s) authorizing expenditure of settlement funds on strategy.
4. **Brief progress report** describing the funded strategy and progress made on the funded strategy during the fiscal year. Recommended length: approximately one-half to one page (125-250 words).

**EXHIBIT G TO NC MOA:
LOCAL GOVERNMENT ALLOCATION PROPORTIONS**

Counties:

Alamance	1.378028967612490%
Alexander	0.510007879580514%
Alleghany	0.149090598929352%
Anson	0.182192960366522%
Ashe	0.338639188321974%
Avery	0.265996766935006%
Beaufort	0.477888434887858%
Bertie	0.139468575095652%
Bladen	0.429217809476617%
Brunswick	2.113238507591200%
Buncombe	2.511587857322730%
Burke	2.090196827047270%
Cabarrus	1.669573446626000%
Caldwell	1.276301146194650%
Camden	0.073036400412663%
Carteret	1.128465593852300%
Caswell	0.172920237524674%
Catawba	2.072695222699690%
Chatham	0.449814383077585%
Cherokee	0.782759152904478%
Chowan	0.113705596126821%
Clay	0.224429948904576%
Cleveland	1.119928027749120%
Columbus	1.220936938986050%
Craven	1.336860190247190%
Cumberland	2.637299659634610%
Currituck	0.186778551294444%
Dare	0.533126731273811%
Davidson	1.940269530393250%
Davie	0.513147526867745%
Duplin	0.382785147396895%
Durham	1.797994362444460%
Edgecombe	0.417101939026669%
Forsyth	3.068450809484740%
Franklin	0.500503643290578%
Gaston	3.098173886907710%
Gates	0.079567516632414%
Graham	0.183484561708488%
Granville	0.590103409340146%

Greene	0.123274818647799%
Guilford	3.375015231147900%
Halifax	0.453161173976264%
Harnett	0.988980772198890%
Haywood	0.803315110111045%
Henderson	1.381595087040930%
Hertford	0.206843050128754%
Hoke	0.332485804570157%
Hyde	0.027237354085603%
Iredell	2.115931374540020%
Jackson	0.507757731330674%
Johnston	1.250887468217670%
Jones	0.087966986994631%
Lee	0.653115683614534%
Lenoir	0.604282592625687%
Lincoln	0.926833627125253%
Macon	0.466767666100745%
Madison	0.237776496104888%
Martin	0.232882220579515%
McDowell	0.587544576492856%
Mecklenburg	5.038301259920550%
Mitchell	0.309314151564137%
Montgomery	0.226050543041193%
Moore	0.971739112775481%
Nash	0.845653639635102%
New Hanover	2.897264892001010%
Northampton	0.120996238921878%
Onslow	1.644001364710850%
Orange	1.055839419023090%
Pamlico	0.119936151028001%
Pasquotank	0.374816210815334%
Pender	0.585749331860312%
Perquimans	0.111833180344914%
Person	0.403024296727131%
Pitt	1.369008066415930%
Polk	0.266142985954851%
Randolph	1.525433986174180%
Richmond	0.749132839979529%
Robeson	1.359735343574080%
Rockingham	1.365368837477560%
Rowan	2.335219287913370%
Rutherford	0.928941617994687%
Sampson	0.619513740526226%
Scotland	0.449148274209402%

Stanly	0.724974208589555%
Stokes	0.623953112434303%
Surry	1.410826706091650%
Swain	0.281162928604502%
Transylvania	0.497595509451435%
Tyrrell	0.041440907207785%
Union	1.466702679869700%
Vance	0.536258255282162%
Wake	4.902455667205510%
Warren	0.106390583495122%
Washington	0.074770720453604%
Watauga	0.469675799939888%
Wayne	0.970699333078804%
Wilkes	1.997177160589100%
Wilson	0.646470841490459%
Yadkin	0.562147145073638%
Yancey	0.382114976889272%

Municipalities:

Asheville	0.235814724255298%
Canton	0.011453823221205%
Cary	0.144151645370137%
Charlotte	1.247483814366830%
Concord	0.227455870287483%
Durham	0.380405026684971%
Fayetteville	0.309769055181433%
Gastonia	0.257763823789835%
Greensboro	0.527391696384329%
Greenville	0.162656474659432%
Henderson	0.032253478794181%
Hickory	0.094875835682315%
High Point	0.206428762905859%
Jacksonville	0.095009869783840%
Raleigh	0.566724612722679%
Wilmington	0.119497493968465%
Winston-Salem	0.494459923803644%

**MEMORANDUM OF AGREEMENT
BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS
ON PROCEEDS RELATING TO THE SETTLEMENT OF OPIOID LITIGATION**

IN WITNESS WHEREOF, the parties, through their duly authorized officers, have executed this Memorandum of Agreement under seal as of the date hereof.

SIGNATURE PAGE FOR CUMBERLAND COUNTY AND ITS MUNICIPALITIES

County Government

CUMBERLAND COUNTY

By: _____
Name: Amy Cannon
Title: County Manager
Date: _____

Municipal Governments with Populations Over 30,000

CITY OF FAYETTEVILLE

By: _____
Name: _____
Title: _____
Date: _____

Other Municipal Governments

TOWN OF HOPE MILLS

By: _____
Name: _____
Title: _____
Date: _____

TOWN OF SPRING LAKE

By: _____
Name: _____
Title: _____
Date: _____



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ATTORNEY-CLIENT PRIVILEGED COMMUNICATION

August 25, 2021

Re: OPIOID MDL 2804
NC Memorandum of Agreement

By now you have received numerous copies of the proposed Memorandum of Agreement with the allocation formula between counties in North Carolina for distribution of the settlement funds offered by the Distributors and Johnson & Johnson. If not, please advise.

Per the terms of **Section G. County Incentive Fund** you and all local governmental entities in your county with populations of 30,000 or more have until October 1, 2021 to secure an interest in a share of a 5% fund paid over 18 years in return for signing by October 1, 2021. The remaining 80% share to local governments is not impacted by signing after October 1, 2021.

Section C provides that no similarly situated county will receive a smaller share than any other similarly situated county, thus, all counties should share equally in payment of any attorney fee interests. The issues dealing with the free rider problem and attorney fees are not resolved by this MOA. Additionally, there continues to be the problem with the language in Section B, Paragraph 5, related to the exclusion of settlement proceeds to pay attorney fee interests.

If all governmental entities with a population of 30,000 or above within your county enter into the MOA by October 1, 2021, then you would not lose any interest in a share of the incentive fund of 5% paid over 18 years. While such amounts are small relative to the remaining 80% share, it remains that this date of October 1, 2021 appears to be controlling unless altered by the additional language of Section G which says, “. . . no later than any such deadline set in the National Settlement Agreement for the highest possible participation in the incentive structures for North Carolina.” Admittedly, this language and the terms are problematic as we have pointed out in other respects concerning this MOA. The safe harbor is for you to sign the MOA by October 1, 2021.

ATTORNEY-CLIENT PRIVILEGED COMMUNICATION

August 25, 2021

Page 2

Each local governmental entity should weigh the balance of obtaining the 5% by signing the MOA by October 1, compared to the unfairness of the free rider problem, and the provisions of Section C of the MOA that states similarly situated litigating and non-litigating entities receive the same amount. However, Section C which requires similarly situated litigating and non-litigating entities to receive the same amount actually supports the creation of a state backstop fee fund so that non-litigating entities are participating in fees, and that litigating and non-litigating are treated equally and fairly.

If you have any questions, please feel free to call to discuss.

Paul D. Coates
Pinto Coates Kyre & Bowers PLLC

Russell W. Budd
Baron & Budd, P.C.



**A RESOLUTION BY THE CUMBERLAND COUNTY BOARD OF COMMISSIONERS
APPROVING THE MEMORANDUM OF AGREEMENT (MOA) BETWEEN THE STATE OF
NORTH CAROLINA AND LOCAL GOVERNMENTS ON PROCEEDS RELATING TO THE
SETTLEMENT OF OPIOID LITIGATION**

WHEREAS, as of 2019, the opioid epidemic had taken the lives of more than 16,500 North Carolinians, torn families apart, and ravaged communities from the mountains to the coast; and

WHEREAS, the COVID-19 pandemic has compounded the opioid crisis, increasing levels of drug misuse, addiction, and overdose death; and

WHEREAS, the Centers for Disease Control and Prevention estimates the total "economic burden" of prescription opioid misuse alone in the United States is \$78.5 billion a year, including the costs of healthcare, lost productivity, addiction treatment, and criminal justice involvement; and

WHEREAS, certain counties and municipalities in North Carolina joined with thousands of local governments across the country to file lawsuit against opioid manufacturers and pharmaceutical distribution companies and hold those companies accountable for their misconduct; and

WHEREAS, representatives of local North Carolina governments, the North Carolina Association of County Commissioners, and the North Carolina Department of Justice have negotiated and prepared a Memorandum of Agreement (MOA) to provide for the equitable distribution of any proceeds from a settlement of national opioid litigation to the State of North Carolina and to individual local governments; and

WHEREAS, Local Governments and the State of North Carolina anticipate a settlement in the national opioid litigation to be forthcoming; and

WHEREAS, by signing onto the MOA, the state and local governments maximize North Carolina's share of opioid settlement funds to ensure the needed resources reach communities, once a negotiation is finalized, as quickly, effectively, and directly as possible; and

WHEREAS, it is advantageous to all North Carolinians for local governments to sign onto the MOA and demonstrate solidarity in response to the opioid epidemic, and to maximize the share of opioid settlement funds received both in the state and this county to help abate the harm; and

WHEREAS, the MOA directs substantial resources over multiple years to local governments on the front lines of the opioid epidemic while ensuring that these resources are used in an effective way to address the crisis.

NOW, THEREFORE BE IT RESOLVED, Cumberland County hereby approves the Memorandum of Agreement Between the State of North Carolina and Local Governments on Proceeds Relating to the Settlement of Opioid Litigation, and any subsequent settlement funds that may come into North Carolina as a result of the opioid crisis. Furthermore, Cumberland County authorizes the County Manager to take such measures as necessary to comply with the terms of the MOA and receive any settlement funds, including executing any documents related to the allocation of opioid settlement funds and settlement of lawsuits related to this matter. Be it further resolved that copies of this resolution and the signed MOA be sent to opioiddocs@ncdoj.gov as well as forwarded to the North Carolina Association of County Commissioners at communications@ncacc.org.

Adopted this the 20th day of September, 2021.

Charles Evans. Chair
Cumberland County Board of Commissioners

ATTEST:

Candice H. White
Clerk to the Board
(SEAL)



OFFICE OF THE COUNTY ATTORNEY

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 20, 2021

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COUNTY ATTORNEY

DATE: 9/15/2021

SUBJECT: PURCHASE OF LANDFILL GAS PIPELINE AND ASSUMPTION OF CERTAIN CONTRACTS OF FAYETTEVILLE GAS PRODUCERS, LLC, FOR THE SALE AND DELIVERY OF LANDFILL GAS TO CARGILL, INCORPORATED

BACKGROUND

Federal regulations require that the gas generated by the landfill must be captured and burned, either as a fuel source for a commercial or industrial use or by a flare at the landfill. Fayetteville Gas Producers, LLC, has purchased the landfill gas from the county for more than 20 years and sold it to Cargill as a boiler fuel source through a pipeline and delivery system owned and installed by Fayetteville Gas Producers. Fayetteville Gas Producers is ceasing its operation of this system and has negotiated with the County for the County to purchase the system for \$350,000 to continue selling the gas to Cargill. The County had Smith+Gardner Engineers do a financial analysis of the project and they reported there was sufficient gas being generated for enough years for the sale of gas to Cargill to generate cumulative net income. Having an industrial use for the gas is also an environmental benefit over simply flaring it.

This is a complex transaction with multiple parties involved. The county has negotiated a satisfactory agreement with Fayetteville Gas Producers, LLC, which is attached. Incident to that agreement, the county has obtained a subaqueous easement for the pipeline to cross the Cape Fear River from the Council of State; an agreement for a rail crossing with CSX; and a Gas Sales Agreement with Cargill, Incorporated.

RECOMMENDATION / PROPOSED ACTION

At the Board's September 9, 2021, Agenda Session, the county attorney recommended the Board approve the Bill of Sale and Assumption Agreement for the purchase of the landfill gas pipeline and assumption of certain contracts of Fayetteville Gas Producers, LLC, for the sale and delivery of landfill gas to Cargill, Incorporated, and authorize the county manager to sign any documents necessary to complete this transaction. The Board accepted this recommendation and voted to move this action to the agenda of the September 20,

2021, Regular Meeting, as a consent item.

ATTACHMENTS:

Description

Bill of Sale and Assumption Agreement

Type

Backup Material

BILL OF SALE AND ASSUMPTION AGREEMENT

This Bill of Sale and Assumption Agreement (this “**Agreement**”) dated September ____, 2021, is by and between Fayetteville Gas Producers, LLC, a North Carolina limited liability company (“**Seller**”) and the County of Cumberland, North Carolina, a political subdivision of the State of North Carolina (“**Buyer**”). Buyer and Seller may each be referred to in this Agreement as a “**Party**” or collectively as the “**Parties**.”

Seller owns and operates a pipeline located at Buyer’s landfill (the “**Pipeline**”), as further described on Exhibit A.

Seller has agreed to sell, and Buyer has agreed to purchase, the Pipeline and the contracts, as they may be amended, listed on Exhibit B (“**Assumed Contracts**”).

Therefore, the Parties, subject to the provisions set forth in this Agreement, agree as follows:

1. Sale of the Pipeline; Assumption of the Assumed Contracts. Seller sells, conveys, assigns, and transfers to Buyer the assets set forth on Exhibit A free and clear of any and all liens and encumbrances, and the Assumed Contracts, as may be amended, set forth on Exhibit B, and Buyer accepts the sale, conveyance, assignment, and transfer of the Pipeline and the Assumed Contracts, as may be amended, from Seller Buyer’s acceptance of the Pipeline and Assumed Contracts, as may be amended, will be final at 12:00 a.m. October 1, 2021, (the “**Effective Date**”).

2. No Other Assumption of Liabilities. Except for the Assumed Contracts, as may be amended, Buyer does not assume any obligation or liability of Seller, and Seller will continue to be liable for any and all liabilities of Seller. Buyer does not assume any liability under the Assumed Contracts, as may be amended, for periods prior to the Effective Date. Buyer assumes and Seller will not be responsible for any liability that arises from (a) Buyer’s use of Pipeline and/or (b) the Assumed Contracts, as may be amended, in either case from and after the Effective Date.

3. Purchase Price; Payment; Taxes and Allocation of Purchase Price.

a. Purchase Price. The purchase price is Three Hundred Fifty Thousand and no/100 Dollars (\$350,000.00) (the “**Purchase Price**”)

b. Payment. Seller shall pay Buyer the gas rights payment through the end of September 2021 per the Landfill Gas Rights Agreement. Buyer shall pay the Purchase Price by ACH transfer by 5:00 p.m. October 4, 2021.

c. Taxes and Allocation of Purchase Price. Buyer and Seller acknowledge and agree that for federal and applicable state and local income tax purposes, the purchase and sale of the Pipeline and Assumed Contracts pursuant to this Agreement will be treated as a sale by Seller, and a purchase by Buyer, of the assets of Seller. Buyer is not subject to income taxation.

4. Representations and Warranties. Seller represents and warrants to Buyer that all of the representations and warranties of Seller set forth on Exhibit C are true and correct in all respects as of the date of this Agreement. Buyer represents and warrants to Seller that all of the representations and warranties of Buyer set forth on Exhibit C are true and correct in all respects as of the date of this Agreement.

5. Proration of Expenses and Revenues. Seller shall be responsible for all expenses and entitled to all revenues for periods prior to the Effective Date and Buyer shall be responsible for all expenses and entitled to all revenue for periods on and after the Effective Date.

6. Contract Termination. In connection with this Assignment and Bill of Sale, the Parties agree that the Landfill Gas Rights Agreement between them effective July 4, 2018 (the "Gas Rights Agreement") shall be terminated effective as of the Effective Date.

7. Survival. Except as otherwise provided in this Agreement, the representations and promises, including the indemnities, of the Parties contained in this Agreement will survive (and not be affected in any respect by) the Effective Date for the applicable statute of limitations as well as any investigation conducted by any Party and any information which any Party may receive.

8. Further Actions. At any time and from time to time after the date of this Agreement: (1) Seller shall execute and deliver or cause to be executed and delivered to Buyer such other instruments and take such other action, all as Buyer may reasonably request, in order to carry out the intent and purpose of this Agreement; and (2) Buyer shall execute and deliver or cause to be executed and delivered to Seller such other instruments and take such other action, all as Seller may reasonably request, in order to carry out the intent and purpose of this Agreement.

9. Governing Law. This Agreement and the transactions contemplated hereby will be construed in accordance with and governed by the internal laws (without reference to choice or conflict of laws principles) of the State of North Carolina.

10. Assignment. No Party may assign either this Agreement or any of its rights, interests, or obligations hereunder without the prior written approval of each other Party, which shall not be unreasonably withheld, conditioned or delayed.

11. Notices. All notices and other communications under this Agreement must be in writing and given by first class mail, return receipt requested, nationally recognized overnight delivery service, such as Federal Express, or personal delivery against receipt to the Party to whom it is given, in each case, at the Party's address set forth in this section 12 or such other address as the Party may hereafter specify by notice to the other Parties given in accordance with this section. Any such notice or other communication will be deemed to have been given as of the date the applicable delivery receipt for such communication is executed as received or in the case of mail, three days after it is mailed.

If to Seller:

Fayetteville Gas Producers, LLC
414 South Main Street, Suite 600
Ann Arbor, MI 48104
Attn: Asset Manager
Email: DTEER_CONTRACT_NOTICES@dteenergy.com

With a copy to:

DTE Energy Resources, LLC
414 South Main Street, Suite 600
Ann Arbor, MI 48104
Attn: General Counsel
Email: DTEER_CONTRACT_NOTICES@dteenergy.com

If to Buyer:

County of Cumberland
698 Ann Street
Fayetteville, NC 28301
Attn: County Manager

With a copy to:

Cumberland County Attorney
117 Dick Street #551
Fayetteville, NC 28301

12. Miscellaneous.

A. This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and all prior negotiations, writings, and understandings relating to the subject matter of this Agreement are merged in and are superseded and canceled by, this Agreement.

B. This Agreement may not be modified or amended except by a writing signed by the Parties.

C. This Agreement is not intended to confer upon any person or entity not a Party (or their successors and permitted assigns) any rights or remedies hereunder.

D. This Agreement may be signed in any number of counterparts, each of which will be an original with the same effect as if the signatures were upon the same instrument, and it may be signed electronically.

E. The captions in this Agreement are included for convenience of reference only and will be ignored in the construction or interpretation hereof.

F. If any date provided for in this Agreement falls on a day which is not a business day, the date provided for will be deemed to refer to the next business day.

G. Any provision in this Agreement that is held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction will be ineffective only to the extent of such invalidity, illegality, or unenforceability without affecting in any way the remaining provisions hereof; provided, however, that the Parties will attempt in good faith to reform this Agreement in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent.

H. The Exhibits to this Agreement are a material part of this Agreement and are incorporated by reference herein.

I. This Agreement will be binding upon, and will inure to the benefit of, the Parties and their respective successors, permitted assigns and legal representatives.

J. No waiver or consent, express or implied, by either Party of or to any breach or default by any Party in the performance by such Party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such Party of the same or any other obligations of such Party hereunder. Failure on the part of a Party to complain of any act of any Party or to declare any Party in default, irrespective of how long such failure continues, shall not constitute a waiver by such Party of its rights hereunder until the applicable statute of limitations period has run. Any waiver by a Party shall be valid only if set forth in an instrument in writing signed by such Party.

K. The provisions of this Agreement shall not give rise to any right of recourse against any director, officer, shareholder, employee, member, manager, partner, agent or attorney of any Party.

Each of the undersigned has caused this Agreement to be duly executed and delivered as of the Effective Date.

[Signature Page Follows]

BUYER:

County of Cumberland, North Carolina

By: _____

Name: Amy Cannon

Title: Country Manager

SELLER:

Fayetteville Gas Producers, LLC

By: _____

Name: _____

Title: _____

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

County Finance Director

Approved for legal sufficiency.

County Attorney

Exhibit A
Pipeline

“Pipeline” means the pipeline located at the Cumberland County Landfill at 689 Ann Street and terminates at the Cargill Inc. plant located at Underwood Road in Fayetteville, North Carolina. Pipeline is constructed of 12” HDPE, SDR 17 landfill gas pipeline that is 1.8 miles in length. Included in the sale is a Remote Operations Controller, a flow meter and a quality meter located at Cargill.

Pipeline drawing attached

Exhibit B
Assumed Contracts and Terminated Contracts

“Assumed Contracts” means the following contracts and permits:

Second Amended and Restated Gas Sales Agreement dated December 5, 2016 between Fayetteville Gas Producers, LLC and Cargill, Incorporated, as may be amended.

Right of Way Encroachment Agreement Primary and Secondary Highways dated January 8, 2015 between Fayetteville Gas Producers, LLC and the Department of Transportation.

Pipeline Crossing Agreement between Fayetteville Gas Producers, LLC (f/k/a Fayetteville Gas Co.) and CSX Transportation, Inc. dated September 29, 1997, as may be amended.

Deed of Easement by Greg Holmes and wife, Linda Holmes to Fayetteville Gas Producers, LLC (f/k/a Fayetteville Gas Company, LLC) dated August 27, 1997.

“Terminated Contracts” means the following contracts:

Landfill Gas Rights Agreement effective July 4, 2018 between the County of Cumberland, North Carolina and Fayetteville Gas Producers, LLC.

Exhibit C
Representations and Warranties

A. **Representations and Warranties of Seller.**

1. **Organization; Qualification.** Seller is a limited liability company duly formed, validly existing and in good standing under the laws of the State of North Carolina, and has all power and authority to own and operate its properties and to carry on its business.

2. **Authority; Enforceability.**

(a) Seller has the requisite power and authority to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the transaction. The execution and delivery by Seller of this Agreement, the performance of its obligations hereunder and the consummation by Seller of the transaction, has been duly and validly authorized by Seller, and no other proceedings on the part of Seller are necessary to authorize consummate the transaction.

(b) This Agreement has been duly executed and delivered by Seller and, assuming the due authorization, execution and delivery by the other Parties thereto, this Agreement constitutes the valid and binding agreement of Seller and is enforceable against Seller in accordance with its terms.

3. **Consents.** Buyer agrees it will obtain any required consents prior to closing. Seller is not required to obtain the consent of any party to a contract or any governmental entity in connection with the execution, delivery, or performance by it of this Agreement or the consummation of the transactions contemplated in this Agreement. In the event Buyer is unable to obtain any required consent prior to closing, Buyer may elect to rescind this Agreement and all obligations of the Parties under this Agreement shall terminate.

4. **Compliance with Laws.** With respect to the operation of the Pipeline by Seller before the Effective Date, Seller has not received any notice, written or, to Seller's Knowledge, verbal, from any person or any governmental authority, of any violation of any laws applicable to its operation of the Pipeline, including, without limitation, any environmental laws.

5. **Taxes.** Seller has, in respect of its operations, filed all tax returns that are required to be filed and has paid all taxes that have become due under the tax returns or under any assessment that has become payable or for which Buyer may otherwise have any transferee liability. All monies required to be withheld by Seller from employees for income taxes and social security and other payroll taxes have been collected or withheld and either paid to the respective governmental bodies or set aside in accounts for such purpose. Buyer shall not be liable for any tax obligations of Seller as a purchaser of these assets.

6. **Litigation.** There are no claims or suits pending or, to Seller's Knowledge, threatened by or against Seller (1) relating to or affecting the Pipeline or the Assumed Contracts

or (2) related to this transaction. There are no judgments, decrees, orders, writs, injunctions, rulings, decisions, or awards of any court or governmental body to which Seller is a party or is subject with respect to the Pipeline is subject.

7. **Title.** Seller has good and marketable title to the Pipeline free and clear of all liens and encumbrances. Pursuant to this Agreement, Seller conveys to Buyer good and marketable title to the Pipeline, free and clear of all liens and encumbrances.

8. **No Other Representations and Warranties.** EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES OF SELLER CONTAINED IN EXHIBIT C, SELLER MAKES NO EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY, AND SELLER HEREBY DISCLAIMS ANY SUCH REPRESENTATION OR WARRANTY WITH RESPECT TO THE EXECUTION AND DELIVERY OF THIS AGREEMENT AND THE CONSUMMATION OF THE TRANSACTION.

For the purpose of these representations, "Seller's Knowledge" means to the actual knowledge of Christopher Anglin, sellers representative.

B. **Representations and Warranties of Buyer:**

1. **Organization.** Buyer is a political subdivision of the State of North Carolina.

2. **Authority; Enforceability.**

(a) Buyer has the requisite power and authority to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the transaction. The execution and delivery by Buyer of this Agreement, the performance of its obligations hereunder and the consummation by Buyer of the transaction, has been duly and validly authorized by Buyer, and no other proceedings on the part of Buyer are necessary to authorize consummate the transaction.

(b) This Agreement has been duly executed and delivered by Buyer and, assuming the due authorization, execution and delivery by the other Parties thereto, this Agreement constitutes the valid and binding agreement of Buyer and is enforceable against Buyer in accordance with its terms.

3. **Consents.** Buyer agrees it will obtain consent from CSX Transportaion, Inc. prior to closing and pay any associated costs of such consen.

4. **Investigation.** BUYER ACKNOWLEDGES THAT (A) IT IS RELYING ON ITS OWN INDEPENDENT INVESTIGATION AND ANALYSIS IN ENTERING INTO THE TRANSACTION AND THE REPRESENTATIONS AND WARRANTIES OF SELLER IN THIS EXHIBIT C; (B) EXCEPT AS SET FORTH IN THIS EXHIBIT C, SELLER HAS NOT MADE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE PIPELINE OR THE ASSUMED CONTRACTS OR AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION REGARDING THE PIPELINE OR THE ASSUMED CONTRACTS FURNISHED OR MADE AVAILABLE TO BUYER; (C) BUYER HAS NOT RELIED UPON ANY INFORMATION REGARDING THE PIPELINE OR THE

ASSUMED CONTRACTS OR THE TRANSACTION NOT SET FORTH IN THIS EXHIBIT C; AND (D) SELLER SHALL NOT HAVE OR BE SUBJECT TO ANY LIABILITY TO BUYER OR ANY OTHER PERSON RESULTING FROM THE FURNISHING TO BUYER, OR BUYER'S USE OF OR RELIANCE UPON, ANY SUCH INFORMATION OR ANY INFORMATION, DOCUMENTS, OR MATERIALS MADE AVAILABLE TO BUYER IN ANY FORM IN EXPECTATION OF, OR IN CONNECTION WITH, THE TRANSACTION, EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES IN THIS EXHIBIT C. BUYER IS KNOWLEDGEABLE ABOUT THE PIPELINE AND THE ASSUMED CONTRACTS AND THE INDUSTRY IN WHICH SELLER OPERATES, AND BUYER IS CAPABLE OF EVALUATING THE MERITS AND RISKS OF THE TRANSACTION. BUYER HAS BEEN AFFORDED ACCESS TO THE BOOKS AND RECORDS, FACILITIES, AND PERSONNEL OF SELLER FOR PURPOSES OF CONDUCTING ITS DUE DILIGENCE INVESTIGATION AND HAS CONDUCTED A DUE DILIGENCE INVESTIGATION OF THE PIPELINE AND THE ASSUMED CONTRACTS.

5. **No Other Representations and Warranties.** EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS EXHIBIT C, BUYER DOES NOT MAKE ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY, AND BUYER HEREBY DISCLAIMS ANY SUCH REPRESENTATION OR WARRANTY WITH RESPECT TO THE EXECUTION AND DELIVERY OF THE AGREEMENT AND THE CONSUMMATION OF THE TRANSACTION.



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

**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 20,
2021**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: SALLY SHUTT, ASSISTANT COUNTY MANAGER

DATE: 9/15/2021

SUBJECT: AMERICAN RESCUE PLAN FUNDING RECOMMENDATIONS

BACKGROUND

Cumberland County has been allocated \$65.2 million in Coronavirus Local Fiscal Recovery Funds under the American Rescue Plan Act. The County's three-member ARP Committee (Commissioner Jimmy Keefe, committee chair; Board Vice Chairman Glenn Adams and Commissioner Dr. Toni Stewart) met Sept. 7, 2021, to consider initial allocations for projects using the federal funding.

The ARP committee presented the following recommended projects totaling up to **\$34,690,000** at the Sept. 9, 2021, Agenda session. The Board approved the following recommendations unanimously and directed that the item be placed on the Sept. 20, 2021, Regular Board Meeting agenda.

The allocations are up to the amounts listed.

· Generators for emergency shelters	\$ 1,800,000
· Narcan for Sheriff's Office, Fire Departments	140,000
· Mortgage assistance program	2,000,000
· Rental assistance program	1,500,000
· Trade job training program	2,000,000
· Small local business assistance program	3,500,000
· Aid to non-profits serving residents affected by COVID-19	3,500,000
· Mobile technology lab and bookmobile (public library)	500,000
· Affordable housing project in Shaw Heights	10,000,000
· Homeless shelter – site selection and design costs	250,000

· First-time homebuyers' program	2,500,000
· Sanitary Sewer System in Shaw Heights	5,000,000
· Comprehensive countywide feasibility study for water and sewer	2,000,000
	<hr/>
Total	\$ 34,690,000

The Board also directed management to report back to the ARP Committee with an estimated amount of funds needed for administrative costs, to include staff positions in management, finance and engineering.

RECOMMENDATION / PROPOSED ACTION

Approve the funding recommendations from the ARP Committee and direct management and to report back to the ARP Committee with an estimated amount of funds needed for administrative costs, to include staff positions in management, finance and engineering.



PLANNING AND INSPECTIONS DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 20, 2021

TO: BOARD OF COUNTY COMMISSIONERS

FROM: RAWLS HOWARD, DIRECTOR OF PLANNING AND INSPECTIONS

DATE: 9/10/2021

SUBJECT: FY2023 COMMUNITY TRANSPORTATION PROGRAM (5311) GRANT APPLICATION

BACKGROUND

Staff requests that a public hearing be held to authorize the FY 2023 Community Transportation Program (5311) grant application submittal which is due to NCDOT by October 8, 2021. A public hearing is required for the application for these specific funds.

This is an annual request that funds the Cumberland County Community Transportation Program which coordinates existing transportation programs operating in Cumberland County using local transportation providers.

The funding period will run from July 1, 2022 to June 30, 2023. Funding will be used to provide trips to work, school, medical, and general errands. The administrative portion will be used for salaries and fringes of the Transportation Coordinator and the Transportation Assistants, office supplies, driver drug and alcohol testing, travel to meetings and conferences, program marketing for all services provided to County residents, legal advertising and North Carolina Public Transportation Association (NCPTA) membership.

The Community Transportation Program is requesting funding in the following amounts from the NC Department of Transportation (a local match is required as noted below and is typically funded in the local FY Budget):

Project:	Total Amt.:	Local Share:
Administrative (5311)	\$184,813	\$27,722 (15%)

RECOMMENDATION / PROPOSED ACTION

Staff recommends the Board of County Commissioners hold the public hearing and authorize staff to apply for the FY2023 Community Transportation Program Section 5311 grant.

ATTACHMENTS:

Description

Program Resolution

Local Share Certification

5311 Designation Form

Public Hearing Notice

Public Hearing Notice - Spanish

Public Hearing Record

Type

Backup Material

Backup Material

Backup Material

Backup Material

Backup Material

Backup Material

PUBLIC TRANSPORTATION PROGRAM RESOLUTION

FY 2023 RESOLUTION

Section 5311 (including ADTAP), 5310, 5339, 5307 and applicable State funding, or combination thereof.

Applicant seeking permission to apply for Public Transportation Program funding, enter into agreement with the North Carolina Department of Transportation, provide the necessary assurances and the required local match.

A motion was made by (*Board Member's Name*) _____ and seconded by (*Board Member's Name or N/A, if not required*) _____ for the adoption of the following resolution, and upon being put to a vote was duly adopted.

WHEREAS, Article 2B of Chapter 136 of the North Carolina General Statutes and the Governor of North Carolina have designated the North Carolina Department of Transportation (NCDOT) as the agency responsible for administering federal and state public transportation funds; and

WHEREAS, the North Carolina Department of Transportation will apply for a grant from the US Department of Transportation, Federal Transit Administration and receives funds from the North Carolina General Assembly to provide assistance for rural public transportation projects; and

WHEREAS, the purpose of these transportation funds is to provide grant monies to local agencies for the provision of rural, small urban, and urban public transportation services consistent with the policy requirements of each funding source for planning, community and agency involvement, service design, service alternatives, training and conference participation, reporting and other requirements (drug and alcohol testing policy and program, disadvantaged business enterprise program, and fully allocated costs analysis); and

WHEREAS, the funds applied for may be Administrative, Operating, Planning, or Capital funds and will have different percentages of federal, state, and local funds.

WHEREAS, non-Community Transportation applicants may apply for funding for "purchase-of-service" projects under the Capital Purchase of Service budget, Section 5310 program.

WHEREAS, County Manager of County of Cumberland hereby assures and certifies that it will provide the required local matching funds; that its staff has the technical capacity to implement and manage the project(s), prepare required reports, obtain required training, attend meetings and conferences; and agrees to comply with the federal and state statutes, regulations, executive orders, Section 5333 (b) Warranty, and all administrative requirements related to the applications made to and grants received from the Federal Transit Administration, as well as the provisions of Section 1001 of Title 18, U. S. C.

WHEREAS, the applicant has or will provide all annual certifications and assurances to the State of North Carolina required for the project;

NOW, THEREFORE, be it resolved that the County Manager of County of Cumberland is hereby authorized to submit grant application (s) for federal and state funding in response to NCDOT's calls for projects, make the necessary assurances and certifications and be empowered to enter into an agreement with the NCDOT to provide rural, small urban, and urban public transportation services.

I, Candice White, Clerk to the Board of Commissioners do hereby certify that the above is a true and correct copy of an excerpt from the minutes of a meeting of the (Name of Applicant's Governing Board) Board of Commissioners of the County of Cumberland duly held on the 20th day of September, 2021.

Signature of Certifying Official

****Note that the authorized official, certifying official, and notary public should be three separate individuals.***

Seal Subscribed and sworn to me
(date) _____

*Notary Public **

Printed Name and Address

My commission expires
(date) _____

Affix Notary Seal Here

FY 2023 LOCAL SHARE CERTIFICATION FOR FUNDING

County of Cumberland

Requested Funding Amounts

<u>Project</u>	<u>Total Amount</u>	<u>Local Share**</u>
Administrative (5311)	\$ <u>184,813</u>	\$ <u>27,722</u> (15%)
5310 Operating (No State Match)	\$ <u>250,000</u>	\$ <u>50,000</u> (20%)
5307 Capital	\$ <u>89,790</u>	\$ <u>17,958</u> (20%)

Funding programs covered are 5311, 5310, 5339 Bus and Bus Facilities, 5307 (Small fixed route, regional, and consolidated urban-rural systems)

TOTAL	\$ <u>524,603</u>	\$ <u>95,680</u>
	Total Funding Requests	Total Local Share

****NOTE: Applicants should be prepared for the entire Local Share amount in the event State funding is not available.**

The Local Share is available from the following sources:

<u>Source of Funds</u>	<u>Apply to Grant</u>	<u>Amount</u>
<u>General Funds</u>	<u>\$95,680</u>	<u>\$ 95,680</u>
TOTAL		<u>\$ 95,680</u>

**** Fare box revenue is not an applicable source for local share funding**

I, the undersigned representing **County of Cumberland** do hereby certify to the North Carolina Department of Transportation, that the required local funds for the FY2023 Community Transportation Program and 5307 Governors Apportionment will be available as of **July 1, 2022**, which has a period of performance of July 1, 2022 – June 30, 2023.

Signature of Authorized Official

Amy Cannon, County Manager

Type Name and Title of Authorized Official

Date

5311 DESIGNEE CERTIFICATION FORM

Resolution No. _____

Resolution authorizing the filing of applications with the North Carolina Department of Transportation– Integrated Mobility Division for grant years FY2023– FY2027, for federal transportation assistance authorized by 49 U.S.C. 5311, United States Code, other federal statutes administered by the Federal Transit Administration or state statutes administered by the State of North Carolina.

WHEREAS, the North Carolina Department of Transportation has been delegated authority to award federal financial assistance for transit projects as allocated throughout North Carolina by County;

NOW, THEREFORE, BE IT RESOLVED BY (Board of County Commissioners of Cumberland County)

1. That the (County Manager) is authorized to execute and file an application for federal assistance on behalf of the (County of Cumberland) with the State of North Carolina for federal assistance authorized by 49 U.S.C. Chapter 5311 United States Code, other federal statutes or state statutes authorizing a project administered by the Federal Transit Administration.
2. That the (County Manager) is authorized to execute and file with its applications the annual certifications and assurances and other documents the State of North Carolina requires before awarding a federal assistance grant or cooperative agreement.
3. That the (County Manager) is authorized to execute grant and cooperative agreements with the State of North Carolina on behalf of the (County of Cumberland).

The undersigned duly qualified (Clerk to the Board of Commissioners), acting on behalf of the (County of Cumberland), certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the (Board of County Commissioners of Cumberland) held on September 20th, 2021 [If the Applicant has an official seal, impress here.]

(Signature of Recording Officer)

Clerk to the Board
(Title of Recording Officer)

(Date)

PUBLIC HEARING NOTICE

Section 5311, 5310, 5307, and applicable State funding, or combination thereof.

This is to inform the public that a public hearing will be held on the proposed **FY 2023** Community Transportation Program Application to be submitted to the North Carolina Department of Transportation. The public hearing will be held on **September 20, 2021 at 6:45 pm** before the Cumberland County Board of Commissioners.

Those interested in attending the public hearing and needing either auxiliary aids or services under the American with Disabilities Act (ADA) or a language translator should contact Ms. Ifetayo Farrakhan on or before September 10, 2021, at telephone number 910-678-7624 or via email at ifarrakhan@co.cumberland.nc.us.

The Community Transportation Program provides assistance to coordinate existing transportation programs operating in Cumberland County as well as provides transportation options and services for the communities within this service area. These services are currently provided using demand response and subscription services. Services are rendered by local transportation providers.

The total estimated amount requested for the period **July 1, 2022 through June 30, 2023.**

Project	Total Amount	Local Share
Administrative (5311)	\$ <u>184,813</u>	\$ <u>27,722</u> (15%)
5310 Capital	\$ <u>250,000</u>	\$ <u>50,000</u> (20%)
5307 Capital	\$ <u>89,790</u>	\$ <u>17,958</u> (20%)

TOTAL PROJECT	\$ <u>524,603</u>	\$ <u>95,680</u>
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Total Funding Request	Total Local Share
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This application may be inspected at the Cumberland County Historic Courthouse, 130 Gillespie Street, Fayetteville, NC from 8 am to 5 pm, Monday through Friday. Written comments should be directed to Ifetayo Farrakhan, Transportation Program Coordinator, 130 Gillespie Street, Fayetteville, NC on or before September 13, 2021.

Cumberland County is an equal opportunity employer

AVISO DE AUDIENCIA PÚBLICA
Sección 5311, 5310, 5307
y el financiamiento estatal aplicable, o una combinación de los mismos.

Este aviso es para informarle al público sobre la audiencia pública que se llevará a cabo en relación a la solicitud al Programa de Transportación para la Comunidad para el año fiscal 2023 que deberá ser sometida al Departamento de Transportación de Carolina del Norte. La audiencia pública se llevará a cabo el **20 de septiembre de 2021 a las 6:45 pm**, ante la Junta de Comisionados del Condado de Cumberland.

Los interesados en asistir a la audiencia pública y estén necesitados de recibir ayudas o servicios auxiliares bajo el Acta de Americanos con Discapacidades (ADA por sus siglas en inglés) o un traductor de lenguaje deberán comunicarse con la Sra. Ifetayo Farrakhan en o antes del 10 de **septiembre** de 2021 al número de teléfono 910-678-7624 o por correo electrónico a ifarrakhan@co.cumberland.nc.us.

El Programa de Transportación para la Comunidad proporciona asistencia para coordinar los programas de transporte existentes que operan en el Condado de Cumberland. A la vez que proporciona opciones de transporte y servicios para las comunidades en el área de servicio. Estos servicios actualmente son proporcionados basados en la demanda de uso y servicios de suscripción. Los servicios son ofrecidos por proveedores de transporte local.

La cantidad total estimada requerida para el periodo **1 de Julio de 2022 al 30 de Junio de 2023:**

Proyecto	Cantidad Total	Porción local
Administrativo	\$ <u>184,813</u>	\$ <u>27,722</u> (15%)
5310 Capital	\$ <u>250,000</u>	\$ <u>50,000</u> (20%)
5307 Capital	\$ <u>89,790</u>	\$ <u>17,958</u> (20%)
<hr/>		
Proyecto Total	\$ <u>524,603</u>	\$ <u>95,680</u>
	Cantidad Total Requerida	Total de Porción local

Esta solicitud podrá ser inspeccionada en el Histórico Tribunal de Justicia del Condado de Cumberland, 130 Calle Gillespie, Fayetteville, N.C., de 8 a.m. a 5 p.m., lunes a viernes. Los comentarios escritos deberán ser dirigidos a la Sra. Ifetayo Farrakhan, Coordinadora del Programa de Transportación, 130 Calle Gillespie, Fayetteville, N.C en o antes del 13 de septiembre de 2021.

El Condado de Cumberland es un empleador de igualdad de oportunidades

Important – A public hearing MUST be conducted whether or not requested by the Public.

PUBLIC HEARING RECORD

Section 5311 (ADTAP), 5310, 5339, 5307 and applicable State funding, or combination thereof.

APPLICANT: County of Cumberland

DATE: September 20th, 2021

PLACE: 117 Dick Street, Fayetteville, NC

TIME: 6:45 PM

How many BOARD MEMBERS attended the public hearing? 0

How many members of the PUBLIC attended the public hearing? 0

Public Attendance Surveys

☐ (Attached)

☐ (Offered at Public Hearing but none completed)

I, the undersigned, representing (*Legal Name of Applicant*) County of Cumberland do hereby certify to the North Carolina Department of Transportation, that a Public Hearing was held as indicated above and

During the Public Hearing

☒ (NO public comments)

☐ (Public Comments were made and meeting minutes will be submitted after board approval)

The estimated date for board approval of meeting minutes is: October 19, 2021

Signature or Clerk to the Board

Candice White Clerk to the Board
Printed Name and Title

Date

Affix Seal Here

Voluntary Title VI Public Involvement

Title VI of the Civil Rights Act of 1964 requires the North Carolina Department of Transportation (NC DOT) to gather statistical data regarding participants and beneficiaries of the agency's federal-aid programs and activities. NC DOT collects information on race, color, national origin and gender of the attendees to this public meeting to ensure the inclusion of all segments of the population impacted by a proposed project.

NC DOT wishes to clarify that this information gathering process **is completely voluntary** and that you are not required to disclose the statistical data requested to participate in this meeting. This form is a public document used to collect data, only.

The completed forms will be held on file at the North Carolina Department of Transportation. For Further information regarding this process please contact the NCDOT Title VI Program at telephone number 919.508.1808 or email at titlevi@ncdot.gov.

Project Name: Cumberland Community Transportation Program		Date: September 20, 2021
Meeting Location: 117 Dick Street, Fayetteville, NC		
Name (please print)		Gender: <input type="checkbox"/> Male <input type="checkbox"/> Female
General ethnic identification categories (check one)		
<input type="checkbox"/> Caucasian	<input type="checkbox"/> Hispanic American	<input type="checkbox"/> American Indian/Alaskan Native
<input type="checkbox"/> African American	<input type="checkbox"/> Asian/Pacific Islander	Other: _____
Color:		National Origin:

After completing this form, please fold and place it inside the designated box on the registration table.

Thank you for your cooperation.



SHERIFF'S OFFICE

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 20, 2021

TO: BOARD OF COUNTY COMMISSIONERS

FROM: ENNIS WRIGHT, SHERIFF

DATE: 9/13/2021

SUBJECT: EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT

BACKGROUND

The Sheriff's Office is fortunate to again be eligible to apply for funding from the Edward Byrne Memorial Justice Assistance Grant (JAG) through the United States Department of Justice (USDOJ). The grant continues the USDOJ efforts to support local law enforcement at the local level.

The Cumberland County Sheriff's Office and the City of Fayetteville Police Department must submit a joint application, but each agency may use the funds for their own priorities. The grant allocation is \$182,691, with \$27,810 for the Sheriff's Office and \$154,881 for the City of Fayetteville Police Department. The USDOJ requires the public be offered an opportunity to comment. The Sheriff's Office advertised the grant opportunity in the Fayetteville Observer on Saturday, September 4, 2021. We request the Public Hearing be held at the Board of Commissioners meeting on Monday, September 20, 2021.

A Memorandum of Understanding with the City of Fayetteville, which is required, has been prepared. The enclosed Program Narrative describes the intended use of the grant funds. In addition, we are enclosing the "Certifications by the Chief Executive of the Applicant Government" form, which must be signed by the Chair of the Board of Commissioners.

RECOMMENDATION / PROPOSED ACTION

Conduct the Public Hearing, approve the Memorandum of Understanding, complete the Certification and Assurances by the Chief Executive of the Applicant Government form, and authorize the County Manager to sign the application submittal.

ATTACHMENTS:

Description

Type



COMMUNITY DEVELOPMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 20, 2021

TO: BOARD OF COUNTY COMMISSIONERS

FROM: DEE TAYLOR, DIRECTOR OF COMMUNITY DEVELOPMENT

DATE: 9/13/2021

**SUBJECT: COMMUNITY DEVELOPMENT PROGRAM YEAR 2020 DRAFT
CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION
REPORT (CAPER)**

BACKGROUND

Attached is the draft Program Year (PY) 2020 Consolidated Annual Performance and Evaluation Report (CAPER) prepared by Community Development. This document is available for public review and comment during the period September 3, 2021 – September 20, 2021. Copies have also been distributed to other locations throughout the County (See attached Public Notice). The final CAPER will be available in the County Commissioners office and at the Community Development office for viewing.

The PY2020 CAPER details program accomplishments and an assessment of our efforts in meeting the goals and objectives set forth in our Annual Action Plan for the period July 1, 2020 through June 30, 2021. Performance reporting meets three basic purposes: 1) it provides the U.S. Department of Housing and Urban Development (HUD) with necessary information for the Department to meet its statutory requirements to assess each grantee's ability to carry out relevant community development programs in compliance with all applicable rules and regulations; 2) it provides information necessary for HUD's Annual Report to Congress, also statutorily mandated; and 3) it provides grantees an opportunity to describe to citizens their successes in revitalizing deteriorated communities and meeting objectives outlined in the Consolidated Plan. This reporting tool assures that citizens, community groups, and other interest stakeholders in the community planning process are accurately informed of the use of these federal funds.

RECOMMENDATION / PROPOSED ACTION

Community Development requests that the Board of County Commissioners hold a public hearing on the draft PY2020 CAPER to offer input and comments, as well as receive comments from the public. No other action is necessary.

ATTACHMENTS:

Description	Type
Program Year 2020 Draft Consolidated Annual Performance and Evaluation Report	Backup Material
Public Notice - Public Hearing for the PY2020 Draft CAPER	Backup Material



CUMBERLAND COUNTY
COMMUNITY DEVELOPMENT

Presents the

**PROGRAM YEAR 2020
CONSOLIDATED ANNUAL
PERFORMANCE
AND EVALUATION REPORT (CAPER)**

Year 1 of the
PY2020 – 2024 Consolidated Plan

Public Review Period: September 3, 2021 – September 20, 2021
Public Hearing: September 20, 2021 @ 6:45 p.m.
Cumberland County Courthouse
117 Dick Street (Room 118), Fayetteville, NC

DRAFT

Amendments to the Draft and Final Reports Can Be Found at
www.cumberlandcountync.gov. Click on [Community Development's Webpage](#)

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APPENDICES

CR-05 - GOALS AND OUTCOMES

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

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

Cumberland County, as a designated entitlement jurisdiction, receives the Community Development Block Grant (CDBG) and the Home Investment Partnership Program (HOME) funds annually from the U.S. Department of Housing and Urban Development (HUD). For the Program Year (PY) 2020, the County received \$865,451 in CDBG funds and \$398,478 in HOME funds. At the end of each grant cycle, Cumberland County prepares a Consolidated Annual Performance and Evaluation Report (CAPER) to summarize the County's progress toward achieving the goals and objectives established in the approved PY 2020-2024 Consolidated Plan. This report covers the period beginning July 1, 2020 through June 30, 2021 and is the first year of the Consolidated Plan period. During PY 2020, the COVID-19 pandemic continued to impact our communities. Just like many other communities across the nation, our local community continued to suffer economically. Additional funding made possible through the Coronavirus Aid, Relief, and Economic Security (CARES) Act was allocated to Cumberland County in the amount of \$944,404 and with an effective date of June 5, 2020. Cumberland County designated this funding to be used towards public services (e.g. rental assistance, health services, and other supportive services), economic development activities, and administration. The U.S. Department of Treasury allocated funding established through the Emergency Rental Assistance (ERA) Program to eligible States and local governments. However, activities through the ERA Program did not begin until the latter part of the Program Year. Cumberland County received approximately \$3.7 million for the first allocation round and a portion of the second allocation round totaling approximately \$1.2 million.

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

- Provided aid in the form of grants to small businesses impacted by the COVID-19 pandemic;
- Provided funding to nonprofits and other entities to expand public services especially health services and rental assistance programs;
- Improved the quality of the housing and maintained affordability for homeowners and renters;
- Increased the inventory of affordable housing units available in the community through new construction;
- Addressed the needs of the homeless by providing assistance through rapid re-housing, transitional housing, permanent supportive housing, and shelter services; and
- Expanded access to public facilities and infrastructure.

Some programs, especially those involving rehabilitation / construction suffered through delays due to shortages and price increase in materials and supplies. Cumberland County struggled to meet its CDBG expenditure requirement. However by the end of the Program Year, Cumberland County expended over \$2.7 million in federal, state, and local funds to provide affordable housing, improve access to public services and homeless services, improve public facilities for low to moderate income residents, and support services that addresses the needs during the reporting period.

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

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

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Program Year	Actual – Program Year	Percent Complete
SNS-1 Housing	Non-Homeless Special Needs	CDBG: \$117,125	Rental Units Constructed / Rehabilitated	Household Housing Unit	-	20	>100%
HSS-3 Housing Rehabilitation	Affordable Housing	CDBG: \$104,000	Rental Units Rehabilitated (includes acquisition)	Household Housing Unit	50	1	2%
HSS-3 Housing Rehabilitation	Affordable Housing	CDBG: \$172,248 CDBG-Proj. Del: \$282,439 HOME: \$131,830	Homeowner Housing Rehabilitated	Household Housing Unit	31	13	<42%
HOM-1 Housing	Homeless	CDBG: \$46,403	Other	Other	-	1,065	>100%
HOM-3 Homeless Prevention	Homeless	CDBG: \$311,264	Homelessness Prevention	Persons Assisted	50	418	>100%
HOM-2 Operations/Support	Homeless	CDBG: \$93,099 CoC Program: \$122,640 Local General Funds (City/County): \$113,005 Local Funds (Homeless Svc): \$24,323	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	50	291	>100%
CDS-2 Community Facilities	Non-Housing Community Development	CDBG: \$127,705	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Households Assisted	10	25	> 100%
CDS-3 Public Services	Non-Housing Community Development	CDBG: \$74,363 CDBG-CV: \$226,000 CDBG Proj Del: \$23,386	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	60	2,346	>100%
CDS-1 Infrastructure	Non-Housing Community Development	CDBG: \$197,000 HOME: \$7,730	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit	Households Assisted	10	5	50%

EDS-1 Employment	Non-Housing Community Development	CDBG: \$193,082	Jobs created/retained	Jobs	-	83	>100%
EDS-2 Financial Assistance	Non-Housing Community Development	CDBG: \$10,000	Businesses assisted	Businesses Assisted	1	1	100%
APM-1 Management	Administration	CDBG: \$169,298 General Funds: \$152,368 HOME: \$31,609 CDBG-CV: \$1,878	Other	Other	-	-	-

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

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

Affordable Housing Needs

- Cumberland County expended \$172,248 in CDBG funds, \$131,830 in HOME funds to provide housing rehabilitation assistance to 13 homeowners. Approximately \$282,439 is used for project delivery costs to support housing related activities.
- At least one investor-owner received funding in the amount of \$104,000 for acquisition and rehabilitation assistance. The housing unit is leased to a low-income tenant.

Non-Homeless Special Needs

- Approximately \$117,125 (out \$187,000) was expended to install new HVAC systems in 32-unit apartment complex used to house elderly tenants. The work is expected to be completed during the first quarter of Program Year 2021.

Homeless Needs

- Cumberland County partnered with three nonprofit agencies to provide rental assistance and other services to approximately 418 persons. A total of \$311,264 in CDBG funds were expended to support these activities.
- Approximately 1,065 persons were referred through the coordinated entry system managed by a local nonprofit agency. The coordinated entry system is used to assess the needs of persons who are homeless or at-risk of homeless and ensures persons have a fair and equal access to housing and services. The nonprofit agency expended \$46,403 in CDBG funds during the grant term.
- City and County general funds in the amount of \$113,005 were used to support the Data and Evaluation analyst position (\$63,003), Homeless Management Information System (\$13,616), and housing and supportive services (\$36,386). Approximately 66 persons received assistance through housing and supportive services activities (e.g. hotel/motel during White Flag, housing-related costs).
- Approximately \$122,640 of Continuum of Care Program funds and \$24,323 in local general funds were used to support transitional housing and permanent supportive housing. CDBG funds in the amount of \$50,000 were expended to support shelter services and \$43,099 of CDBG funds were expended to support various homeless services. Approximately 225 persons received assistance through these programs.

Non-Housing Community Development Needs

- CDBG funds in the amount of \$127,705 were used for renovations of units supporting two transitional housing programs. Approximately 25 persons received assistance through the transitional housing programs.
- CDBG-CV funds in the amount of \$226,000 were used to expand health services at the local public health

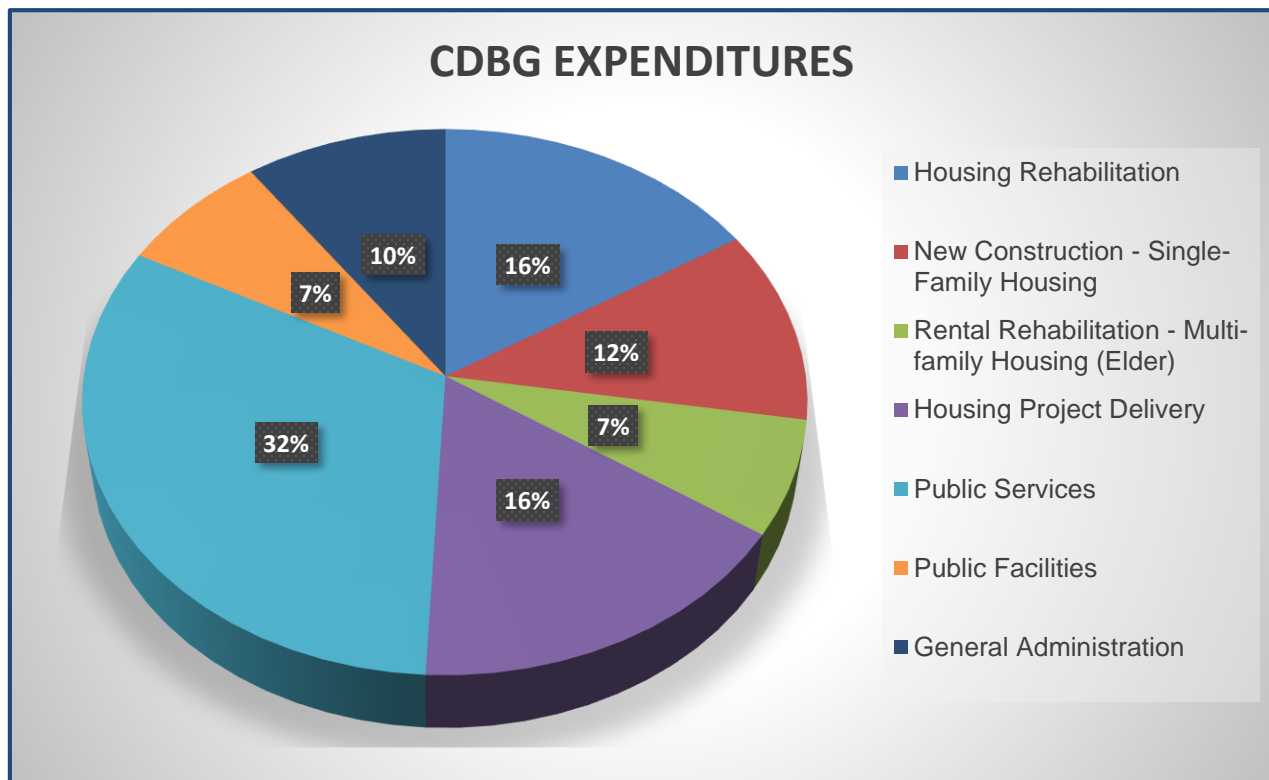
department during the COVID-19 pandemic crisis.

- Approximately \$74,363 were expended to provide public services to include prescription medications, dental extractions, and eye exams for low to moderate income persons.
- Project Delivery costs in the amount of \$23,386 was expended to support staff costs associated with carrying out public service activities.
- CDBG funds in the amount of \$197,000 and HOME funds in the amount of \$7,730 were also used for acquisition and infrastructure costs to support the new construction of 5 single-family housing units.
- Cumberland County utilized CDBG-CV funds in the amount of \$203,082 to support 22 businesses creating.

Despite the challenges Cumberland County and residents faced during the pandemic crisis, many residents were still able to access assistance from programs to address their immediate needs.

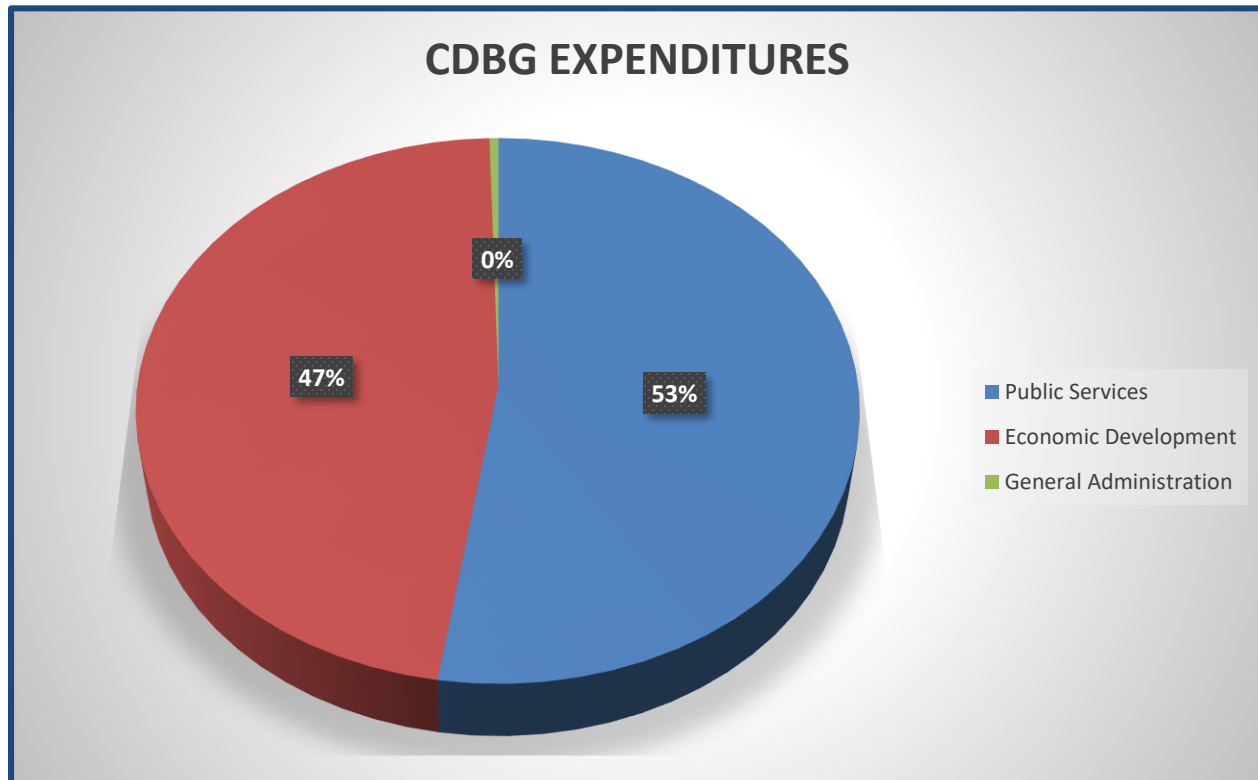
CDBG Expenditures include:

1. Housing Rehabilitation = \$276,248
2. New Construction – Single-Family Housing (Infrastructure/Acquisition) = \$197,000
3. Rental Rehabilitation – Multi-family Housing (Elderly) = \$117,125
4. Housing Project Delivery = \$282,439
5. Public Services = \$548,515
6. Public Facilities (Rehabilitation of Transitional Housing Units) = \$127,705
7. General Administration = \$169,298



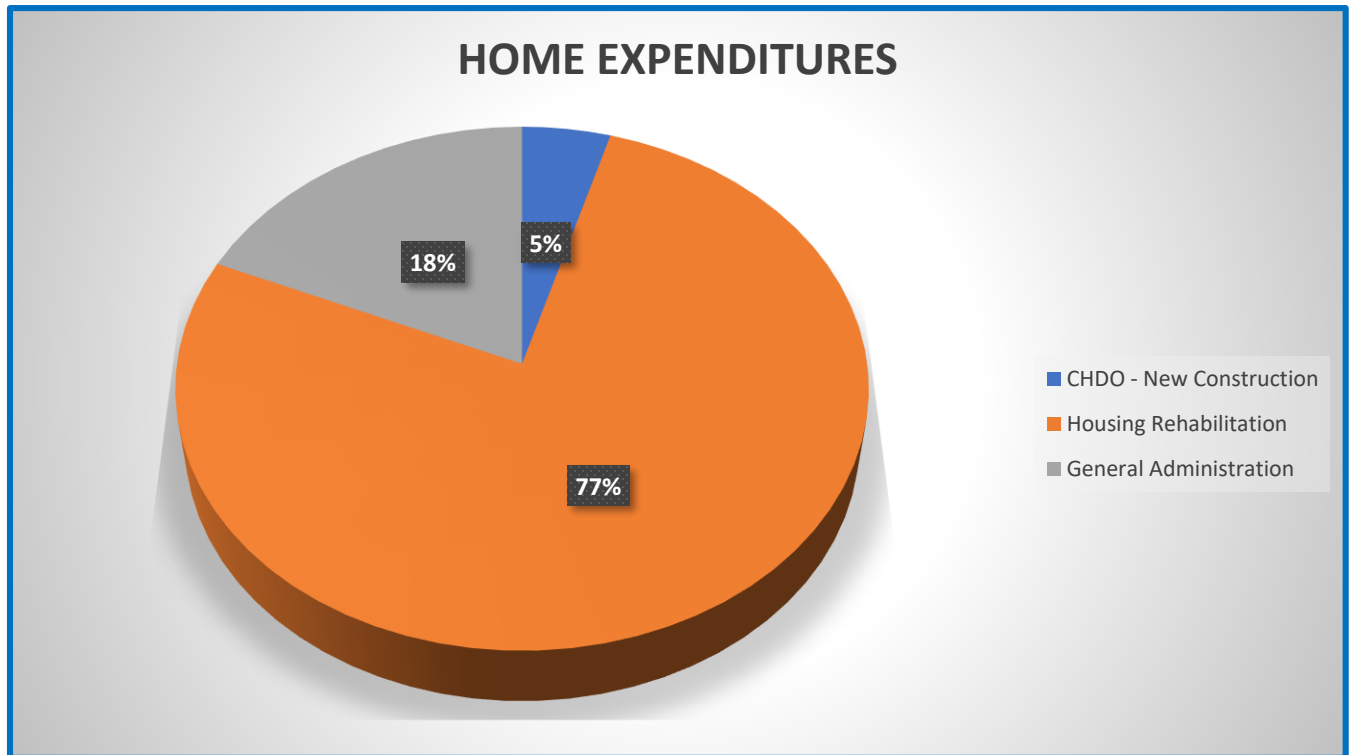
CDBG-CV expenditures include:

1. Public Services = \$226,000
2. Economic Development = \$203,082
3. General Administration = \$1,878



HOME expenditures include:

1. Housing Rehabilitation = \$131,830
2. CHDO Set Aside = \$7,730
3. Administration = \$31,609



*Excludes match

-10 - RACIAL AND ETHNIC COMPOSITION OF FAMILIES ASSISTED

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

	CDBG	HOME
White	987	0
Black or African American	2,450	2
Asian	41	0
American Indian or American Native	64	0
Native Hawaiian or Other Pacific Islander	57	0
Other / Multi-racial	480	0
Total	4,079	2
Hispanic	311	0
Not Hispanic	3,768	2

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

Narrative

The majority of the households receiving assistance through CDBG and HOME consisted of minorities. Hispanics were under-represented with only 8% of individuals receiving assistance.

CR-15 - RESOURCES AND INVESTMENTS 91.520(A)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	CDBG	\$2,341,427	\$1,718,331
CDBG-CV	CDBG-CV (eff. 6/5/2020)	\$944,404	\$430,960
HOME	HOME	600,904	\$139,560
Continuum of Care	Continuum of Care	\$162,940	\$122,640
General Fund	General Fund (City/County) - Homeless Initiative	\$138,721	\$40,179
Disaster Recovery	State (eff. 12/17/2019)	\$2,562,014	\$72,261
Other	General Fund (Match)	\$215,462	\$152,368
Other	General Fund – Homeless Services	\$30,231	\$24,323

Table 3 - Resources Made Available

Narrative

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
Countywide-Other	43	93	Comprehensive
Low- and Moderate-Income Areas	50	7	
Shaw Heights NRSA	7		

Table 4 – Identify the geographic distribution and location of investments

Narrative

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

Leveraging

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

During the 2020 program year, over \$704,845 was used to leverage federal funds. Of this amount, Cumberland County contributed approximately \$320,371 in general funds.

Fiscal Year Summary – HOME Match	
1. Excess match from prior Federal fiscal year	\$36,177.43
2. Match contributed during current Federal fiscal year	\$0.00
3. Total match available for current Federal fiscal year (Line 1 plus Line 2)	\$37,177.43
4. Match liability for current Federal fiscal year	\$0.00
5. Excess match carried over to next Federal fiscal year (Line 3 minus Line 4)	\$37,177.43

Table 5 – Fiscal Year Summary - HOME Match Report

Match Contribution for the Federal Fiscal Year								
Project No. or Other ID	Date of Contribution	Cash (non-Federal sources)	Foregone Taxes, Fees, Charges	Appraised Land/Real Property	Required Infrastructur e	Site Preparation, Construction Materials, Donated labor	Bond Financing	Total Match
N/A								

Table 6 – Match Contribution for the Federal Fiscal Year

HOME MBE/WBE report

Program Income – Enter the program amounts for the reporting period				
Balance on hand at begin- ning of reporting period \$	Amount received during reporting period \$	Total amount expended during reporting period \$	Amount expended for TBRA \$	Balance on hand at end of reporting period \$
513,844.24	1,169,115.02	7,730.00	0	1,161,385.02

Table 7 – Program Income

Minority Business Enterprises and Women Business Enterprises – Indicate the number and dollar value of contracts for HOME projects completed during the reporting period						
	Total	Minority Business Enterprises				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Contracts						
Number	2	0	1	0	0	1
Dollar Amount	131,830	0	66,550	0	0	65,280
Sub-Contracts						
Number	0	0	0	0	0	0
Dollar Amount	0	0	0	0	0	0
	Total	Women Business Enterprises	Male			
Contracts						
Number	2	0	2			
Dollar Amount	131,830	0	131,830			
Sub-Contracts						
Number	0	0	0			
Dollar Amount	0	0	0			

Table 8 - Minority Business and Women Business Enterprises

Minority Owners of Rental Property – Indicate the number of HOME assisted rental property owners and the total amount of HOME funds in these rental properties assisted						
	Total	Minority Property Owners				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Number	1	0	0	1	0	0
Dollar Amount	104,000	0	0	104,000	0	0

Table 9 – Minority Owners of Rental Property

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

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

Table 10 – Relocation and Real Property Acquisition

CR-20 - AFFORDABLE HOUSING 91.520(B)

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

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	0	71
Number of Non-Homeless households to be provided affordable housing units	77	13
Number of Special-Needs households to be provided affordable housing units	0	20
Total	77	104

Table 11 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	50	222
Number of households supported through The Production of New Units	12	0
Number of households supported through Rehab of Existing Units	31	33
Number of households supported through Acquisition of Existing Units	0	1
Total	93	256

Table 12 – Number of Households Supported

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

Due to price increase in construction materials and supplies during the COVID-19 pandemic crisis, Cumberland County fell short in accomplishing its goal to rehabilitate owner-occupied units.

Discuss how these outcomes will impact future annual action plans.

Cumberland County had more flexibility in program implementation during the reporting period in order to utilize funds to address the most critical needs in the community. Cumberland County will rely on strong partnerships with local nonprofits, public agencies, City of Fayetteville, and other agencies to continue to address short-term and long-term needs. Cumberland County will continue to explore best practices to ensure a positive outcome in future plans.

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

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	3,498	0
Low-income	455	1
Moderate-income	80	1
Total	4,033	2

Table 13 – Number of Households Served

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

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

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

As a grantee of transitional housing and permanent supportive housing programs, Cumberland County (through the Community Development Department) provides housing and supportive services to homeless families with children and single adults who are homeless and have a disability. In addition, Cumberland County serves as the lead agency for the local Continuum of Care (CoC) group. As lead agency, Cumberland County submits the consolidated applications (HUD-CoC Notice of Funding Availability and Emergency Solutions Grant (ESG) applications) on behalf of the local CoC. In addition, Community Development staff has been active in participating in the Point-in-Time Homeless Count (unsheltered and sheltered).

Through partnership with local nonprofits, Cumberland County provided funding to support the local coordinated entry system. The coordinated entry system is a community-wide, centralized process that ensures people experiencing homelessness have fair and equal access to housing and other community resources.

During the reporting period, Cumberland County hired a consultant to assess current programs that provide services to the homeless and assess the needs of persons experiencing homelessness in the community. A three-year homelessness plan was developed based off the gap analysis report and input obtained from local community stakeholders. Cumberland County, in collaboration with partnering agencies, will use the recommendations provided by the consultant, to develop an implementation plan and take the necessary steps to improve access to services, expand permanent housing, obtain additional resources in the community, and support wellness and employment opportunities for those experiencing homelessness.

Addressing the emergency shelter and transitional housing needs of homeless persons

As indicated earlier, Cumberland County serves as Grantee and provider of a transitional housing program for homeless families. Robin's Meadow Transitional Housing Program provides 12 units for homeless families with children. Cumberland County used CDBG funds to provide additional support to the program. Cumberland County provided CDBG funding to a nonprofit for shelter operations and services. The shelter serves both single adults and families with children.

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

During the reporting period, Cumberland County partnered with several nonprofits to expand access to public service programs that provided rental assistance, utility assistance, and other supportive services to low income residents who may be facing eviction or may have their utility shut off. In addition, Cumberland County used CDBG-CV funding to expand health services in the local Public Health Department.

The County's Public Services funds supported shelter operations and two programs which assist low-moderate income residents in paying for prescription medical and dental expenses. Medical expenses are a major contributor to financial problems that may precede a loss of housing. Better Health of Cumberland County and the Cumberland

County Medication Access Program purchases prescription drugs for County residents who have been denied assistance from all other sources and have a monthly household income at or below 200% of the federal poverty guidelines.

Cumberland County, in partnership with the City of Fayetteville, contributes local general funds to support costs related to operating and maintaining licenses for the Homeless Management Information System; retaining a Data and Evaluation Analyst position to manage HMIS. A portion of the funds are also used to provide housing related assistance and other supportive services.

Cumberland County will continue to partner with local re-entry programs to address the needs of individuals being discharged from correctional facilities.

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

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

Cumberland County partners with a local nonprofit to provide housing and supportive services to single adults who are literally homeless and have a disability (mental/substance use disorder). The program designates at least 60% of the units to chronically homeless individuals and provides them with access to services to help address their substance use disorder. This program offers comprehensive case management and access to life skills, employment assistance, medical/mental health assistance and other vital services necessary to help individuals become self-sufficient.

As indicated earlier, Cumberland County, in partnership with the City of Fayetteville, use local general funds to provide housing assistance and other supportive services. Since the local shelter had to decrease its bed capacity in order to practice social distancing during the pandemic, funds were used to cover hotel / motel costs for homeless individuals when the shelter had reached its capacity.

Clients receiving financial assistance for security deposits, rental and/or utility assistance, were able to transition from being literally homeless to permanently housed.

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

Cumberland County has allocated Community Development Block Grant – Disaster Recovery funds to construct 8 – 12 townhomes that will target those who are homeless. The project will also include a community center.

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

Actions taken to address the needs of public housing

During the reporting period, Cumberland County used its CDBG funds to support the costs to install new HVAC systems in a 32-unit multifamily rental housing complex used to house elderly persons. The activity was not completed by the end of the grant cycle but is expected to be completed during the first quarter of the next grant cycle. The housing complex is owned and managed by a nonprofit that is part of the Fayetteville Metropolitan Housing Authority (FMHA).

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

Cumberland County plans to support activities related to providing housing counseling to potential homebuyers. These activities will target those living in public housing.

Actions taken to provide assistance to troubled PHAs

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

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

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

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

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

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

During the reporting period, Cumberland County was able to use a large portion of its CDBG funds to support public service activities that meet the underserved needs especially those affected by the COVID-19 pandemic. This was possible due to HUD suspending the 15% cap on public services. Cumberland County continues to engage with the local municipalities and residents throughout the geographic service area to identify any unmet needs. In addition, Cumberland County continues to seek other resources to create additional services or support existing programs.

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

Cumberland County does not encounter properties with lead even though there are many homes built before 1978. However, Cumberland County will continue to be proactive in addressing lead-based based paint hazards through education and training. The following actions are taken:

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

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

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

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

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

Cumberland County utilized CDBG, HOME, and local general funds to support housing related issues and expand access to human services. Cumberland County has made changes to its current housing policies to improve access to its programs. Cumberland County will continue to be proactive in addressing poverty-level families in the community through its programs and partnering with other human services agencies to alleviate the problem of excessive rent burdens for the poor by providing assistance through programs such as housing rehabilitation, transitional housing and public services by providing access to medication for chronic illnesses and other medical needs. In addition, Cumberland County will continue to support programs providing housing education (e.g. personal finance and Ready-to-Rent).

During this reporting period, Cumberland County was able to develop a new economic development program to support small businesses during the pandemic crisis. Through this effort many jobs for low to moderate income persons were created / retained.

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

Cumberland County has years of experience and is well equipped to implement and coordinate activities among local housing authorities and private and non-profit agencies. Cumberland County will continue to explore new partnerships to reduce homelessness. Cumberland County has streamlined its processes for efficiency and effectiveness, in addition to searching for additional funding resources to strengthen its ability to offer programs and services.

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

Cumberland County enhanced coordination between agencies by providing funding through a request for proposal process to eligible agencies to improve access of services. These services include access to shelter, prescription medication, rental assistance, utility assistance, transportation, and other housing and supportive services.

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

Cumberland County has a staff person designated as a Fair Housing Specialist. Cumberland County continues to increase awareness of fair housing law for housing service providers serving minorities and special populations through mainstream networking, literature, workshops, and partnering with other agencies to promote and increase awareness.

1. Cumberland County is partnering with a Community Housing Development Organizations (CHDO) to increase the production and supply of 5 additional affordable housing units in Spring Lake;
2. Cumberland County partnered with FMHA to renovate 32 units that serve the elderly;

CR-40 - MONITORING 91.220 AND 91.230

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

Cumberland County ensures compliance with all federal, state, and local requirements. Cumberland County maintains an updated monitoring plan to ensure programmatic, financial, and crosscutting requirements are met by the sub grantees. Projects and programs that are funded with CDBG, HOME, CoC, and other Federal and State funds are subject to monitoring. All sub grantees receiving CDBG Public Services funds are monitored on a regular basis through the submittal of either monthly, quarterly, or one-time reports to the County, as identified in their funding agreements. For agencies that receive HOME or CDBG funds for development of housing, long-term affordability controls are monitored in accordance with the funding agreements.

Sub grantee monitoring includes:

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

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

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

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

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

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

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

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

The Public Hearing is held September 20, 2021 at the Cumberland County Board of Commissioners' meeting.
[Comments are pending]

CR-45 - CDBG 91.520(C)

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

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

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

No.

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

CR-50 - HOME 91.520(D)

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

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

Cumberland County Community Development (CCCD) staff will continue to conduct remote monitoring. Onsite inspections will be conducted at a later date when it is considered safe in order to continue practicing social distancing due to COVID-19 pandemic. Once it is determined safe to proceed with inspections, CCCD plans to inspect the following apartment complexes:

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

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

Affirmative Marketing

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

Tenant Selection and Lease Term

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

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

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

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

Not applicable.

PUBLIC NOTICE
CUMBERLAND COUNTY COMMUNITY
DEVELOPMENT
PY2020 CONSOLIDATED ANNUAL PER-
FORMANCE AND EVALUATION REPORT
PUBLIC REVIEW AND COMMENT PERIOD

In continuing our efforts to enhance citizen participation among County residents, Cumberland County Community Development (CCCD) has made available for your review and comment a draft of the Program Year (PY) 2020 Consolidated Annual Performance and Evaluation Report (CAPER).

The CAPER provides information on Cumberland County's use of the Community Development Block Grant and HOME Investment Partnership Act grant funds during PY2020 (July 1, 2020-June 30, 2021). This allows the County an opportunity to evaluate its overall progress in carrying out the priorities and specific objectives identified in its 2020 Annual Action Plan. All citizens are encouraged to review the document and offer comments.

The CAPER will be available for public comment and review at the following locations from September 3, 2021 through September 21, 2021. Please contact your local Town Hall to determine if they are open to the public or by appointment only.

Eastover Town Hall, 3863 Dunn Rd, Eastover, NC
Falcon Town Hall, 7156 West Street, Falcon, NC
Godwin Town Hall, 7827 Royal Street, Godwin, NC
Hope Mills Town Hall, 3411 Golfview Road, Hope Mills, NC
Linden Town Hall, 9456 Academy Street, Linden, NC
Spring Lake Town Hall, 300 Ruth Street, Spring Lake, NC
Stedman Town Hall, 5110 Front Street, Stedman, NC
Wade Town Hall, 7128 Main St, Wade, NC

The CAPER will also be available for review on the Cumberland County's website at www.co.cumberland.nc.us (on the Community Development Department's web page), or upon request, can be emailed to you. The final version of the CAPER, as submitted to the U.S. Department of Housing and Urban Development, will be available at the County Commissioner's office, Cumberland County Courthouse - Room 554, 117 Dick Street, Fayetteville, NC 28301; CCCD's office; and on the County's website (on the Community Development Department's web page) after September 28th.

PUBLIC HEARING

A public hearing on the PY2020 CAPER will be held on September 20, 2021, 6:45 p.m., before the Cumberland County Board of Commissioners, Cumberland County Courthouse - Room 118, 117 Dick Street, Fayetteville, NC 28301.

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

If you have questions or comments concerning the PY2020 CAPER or the public hearing, call (910) 323-6112 / TTY: (910) 223-9386.

8/25, 9/5

5251722



PLANNING AND INSPECTIONS DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 20, 2021

TO: BOARD OF COUNTY COMMISSIONERS

FROM: CUMBERLAND COUNTY JOINT PLANNING BOARD

DATE: 9/9/2021

SUBJECT: CASE P21-36

BACKGROUND

P21-36: rezoning of 12.36+/- acres from A1 Agricultural District to C(P) Planned Commercial District or to a more restrictive zoning district, located east of Cedar Creek Road, north of Tabor Church Road, submitted by Bartlett Engineering & Surveying, PC (agent) and Cathy Tatum Vinson (owner).

RECOMMENDATION / PROPOSED ACTION

Planning Board Action: Recommended approval of the rezoning request from A1 Agricultural District to C(P) Planned Commercial District at the July 20, 2021 meeting for the reasons stated and as fully reflected in the minutes of the Planning Board Meeting which are incorporated herein by reference.

Staff Recommendation: In Case P21-36, the Planning and Inspections staff **recommends approval** of the rezoning request from A1 Agricultural District to C(P) Planned Commercial District and find the request is consistent with the Southeastern Cumberland Land Use Plan (2017) which designates the subject site within a Commercial Node at this location. Staff further finds that recommending approval of the request is reasonable and in the public interest because of the following: a. The site falls within a commercial node within close proximity of the existing intersection, b. The proposed use of general retail may fulfill the requirement of use intensity as it is permissible in the lighter C2(P) Commercial District, which is compatible with the Southeastern Cumberland Land Use Plan, c. Due to the lack of water and sewer availability at or near the site, it would limit scope of the developable commercial intensity.

If the Board of Commissioners wishes to follow the recommendation of the Planning Board in this case, the following motion is appropriate:

MOTION:

For Case P21-36, I move to recommend approval of the rezoning request from A1 Agricultural District to C(P) Planned Commercial District and find the request consistent with the Southeastern Cumberland Land Use Plan. The request is reasonable and in the public interest because the subject site is located within a Commercial Node and is within proximity of a road intersection. Also, as central water and sewer lines are not at or near the site, the scope and intensity of commercial development will be limited.

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

MOTION:

For Case P21-36, I move to deny the rezoning request from A1 Agriculture District to C(P) Planned Commercial District and find the request not consistent with the Southeastern Cumberland Land Use Plan. Denial of the request is reasonable and in the public interest because _____.

ATTACHMENTS:

Description	Type
Action Memo	Backup Material
Applicant Supplemental Files 1	Backup Material
Applicant Supplemental Files 2	Backup Material
Applicant Supplemental Files 3	Backup Material

Amy H. Cannon
County Manager

Tracy Jackson
Assistant County Manager



Rawls Howard
Director

David Moon
Deputy Director

Planning & Inspections Department

AUGUST 5, 2021

MEMO TO: Cumberland County Board of Commissioners

FROM: Cumberland County Joint Planning Board

SUBJECT: **Case P21-36:** Rezoning of 12.36+/- acres from A1 Agricultural District to C(P) Planned Commercial District or to a more restrictive zoning district, located east of Cedar Creek Road, north of Tabor Church Road, submitted by Bartlett Engineering & Surveying, PC (agent) and Cathy Tatum Vinson (owner).

ACTION: Recommended approval of the rezoning request from A1 Agricultural District to C(P) Planned Commercial District at the July 20, 2021 meeting for the reasons stated and as fully reflected in the minutes of the Planning Board Meeting which are incorporated herein by reference.

MINUTES OF JULY 20, 2021

In Case P21-36, the Planning and Inspections staff **recommends approval** of the rezoning request from A1 Agricultural District to C(P) Planned Commercial District and find the request is consistent with the Southeastern Cumberland Land Use Plan (2017) which designates the subject site within a Commercial Node at this location. Staff further finds that recommending approval of the request is reasonable and in the public interest because of the following: a. The site falls within a commercial node within close proximity of the existing intersection. b. The proposed use of general retail may fulfill the requirement of use intensity as it is permissible in the lighter C2(P) Commercial District, which is compatible with the Southeastern Cumberland Land Use Plan. c. Due to the lack of water and sewer availability at or near the site, it would limit scope of the developable commercial intensity.

In Case P21-36, Mr. Burton made a motion, seconded by Mrs. Moody to recommend approval of the rezoning request from A1 Agricultural District to C(P) Planned Commercial District and find the request is consistent with the Southeastern Cumberland Land Use Plan (2017) which designates the subject site within a Commercial Node at this location. Staff further finds that recommending approval of the request is reasonable and in the public interest because of the following: a. The site falls within a commercial node within close proximity of the existing intersection. b. The proposed use of general retail may fulfill the requirement of use intensity as it is permissible in the lighter C2(P) Commercial District, which is compatible with the Southeastern Cumberland Land Use Plan. c. Due to the lack of water and sewer availability at or near the site, it would limit scope of the developable commercial intensity. Unanimous approval.

First Class and Record Owners' Mailed Notice Certification

A certified copy of the tax record owner(s) of the subject and adjacent properties and their tax record mailing address is contained within the case file and is incorporated by reference as if delivered herewith. The record owners' certified receipt of notice is also included.

REQUEST

Rezoning A1 to C(P)

Applicant requests a rezoning of approximately 12.36 acres located east of Cedar Creek Road and north of Tabor Church Road from A1 Agricultural District to C(P) Planned Commercial District. This would allow the property owners to develop the property with a commercial nonresidential use. This request involves a conventional rezoning, and no conditions are proposed at this time. Location of the subject property is illustrated in Exhibit "A".

PROPERTY INFORMATION

OWNER/APPLICANT:

Bartlett Engineering & Surveying, PC (agent) and Cathy Tatum Vinson (owner)

ADDRESS/LOCATION: Located east of Cedar Creek Road and north of Tabor Church Road. Refer to Exhibit "A", Site Location. REID number: 0473386323000.

SIZE: 12.36 +/- acres within one parcel. The property has approximately 601 +/- feet of street frontage along north side of Cedar Creek Road. The property has a depth extending about 1,076 feet.

EXISTING ZONING: The property is zoned A1 Agricultural District. This district is intended to promote and protect agricultural lands, including woodland, within the County. The general intent of the district is to permit all agricultural uses to exist free from most private urban development except for large lot, single-family development. Some public and/or semi-public uses as well as a limited list of convenient commercial uses are permitted to ensure essential services for the residents.

EXISTING LAND USE: The parcel is vacant and wooded. Exhibit "B" shows the existing use of the subject property.

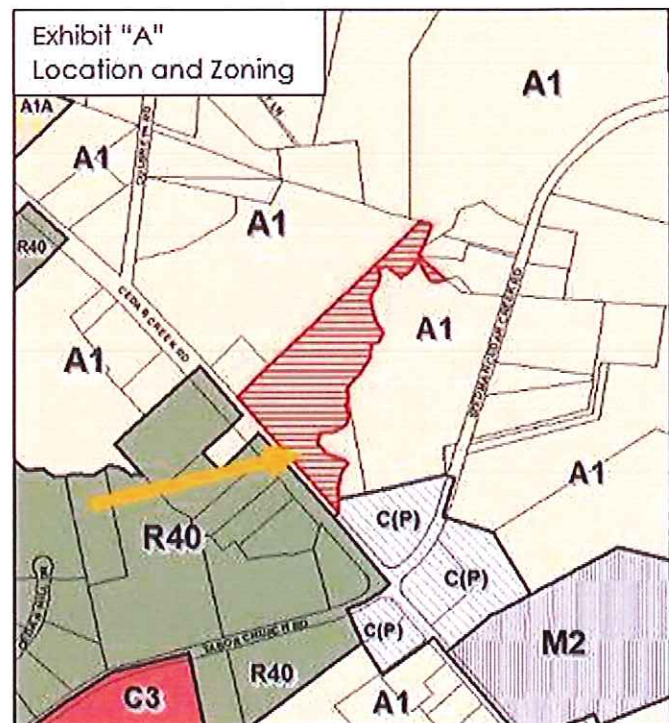
SURROUNDING LAND USE: Exhibit "B" illustrates the following:

North: Vacant and wooded.

East: One single-family residence. The adjacent parcels are primarily vacant and wooded.

West: One single-family residence.

South: One single-family residence. The adjacent parcels are primarily vacant and wooded. The properties abutting the intersection of Cedar Creek Rd and Tabor Church Rd



- Ensure that any new or reused commercial structures are aesthetically pleasing and compatible with the rural character of the Study Area.

IMPACTS ON LOCAL INFRASTRUCTURE AND/OR FACILITIES

UTILITIES: No utilities for water and sewer are shown on Exhibit "C". The site would have to be served by septic and well.

TRAFFIC: The subject property sits on Cedar Creek Road and is identified as an existing thoroughfare in the Metropolitan Transportation Plan. According to the Fayetteville MPO, no construction projects are planned, and the subject property will have no impact on the Transportation Improvement Plan.

SCHOOLS CAPACITY/ENROLLMENT:

School	Capacity	Enrollment
Seabrook Elem	310	249
Mac Williams Mid	1270	1076
Cape Fear High	1425	1400

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

EMERGENCY SERVICES: Cumberland County Fire Marshal's office has reviewed the request and stated that to-scale building plans for new construction or renovation must be submitted with any building permit application, must ensure that all fire department access road requirements are met in accordance with section 503 of the NC 2018 Fire Code where required, and ensure emergency responder radio coverage is achieved.

SPECIAL DISTRICTS: The property is not located within the Fayetteville Regional Airport Overlay District or within five miles of Fort Bragg Military Base.

CONDITIONS OF APPROVAL: N/A

CODE DEVIATIONS: N/A

STAFF RECOMMENDATION

In Case P21-36, the Planning and Inspections staff **recommends approval** of the rezoning request from A1 Agricultural District to C(P) Planned Commercial District and find the request is consistent with the Southeastern Cumberland Land Use Plan (2017) which designates the subject site within a Commercial Node at this location. Staff further finds that recommending approval of the request is reasonable and in the public interest because of the following:

- The site falls within a commercial node within close proximity of the existing intersection.
- The proposed use of general retail may fulfill the requirement of use intensity as it is permissible in the lighter C2(P) Commercial District, which is compatible with the Southeastern Cumberland Land Use Plan.
- Due to the lack of water and sewer availability at or near the site, it would limit scope of the developable commercial intensity.

Attachments:
Notification Mailing List
Zoning Application

ATTACHMENT – MAILING LIST

BEAL, BESSIE T
5113 CEDAR CREEK RD
FAYETTEVILLE, NC 28312

BEAL, WILLIAM T
3922 STEDMAN CEDAR CREEK RD
FAYETTEVILLE, NC 28312

CEDAR CREEK BAPTIST CHURCH
4170 TABOR CHURCH RD
FAYETTEVILLE, NC 28312

CULBRETH, DAVID H;& MARTHA M
5170 CEDAR CREEK RD
FAYETTEVILLE, NC 28312

DOWD, DAINESE J;& OSBIN FRANKLIN
12983 W NC 53 HWY
WHITE OAK, NC 28399

DUDLEY, AMY G
3896 STEDMAN CEDAR CREEK RD
FAYETTEVILLE, NC 28312

GRIMES, AMY B
3896 STEDMAN CEDAR CREEK RD
FAYETTEVILLE, NC 28312

LAWRENCE, STEVEN C.;& GEORGIANN
4889 CATERWAUL LANE
FAYETTEVILLE, NC 28301

LITTLEJOHN, RADWAY; & YOLANDA
3114 CESAR AVE
ORLANDO, FL 32833

MCLEOD, JAMES HARVEY
PO BOX 1347
VASS, NC 28394

RAMLONGHORN LLC
2104 ISLAND WOOD RD
AUSTIN, TX 78733

SHATLEY, DEWAINE MAURICE;JEWEL,
DEENE
5194 CEDAR CREEK RD
FAYETTEVILLE, NC 28312

SMITH, JAMES HAYWOOD SR
3927 STEDMAN-CEDAR CREEK RD
FAYETTEVILLE, NC 28312

VINSON, CATHY TATUM
528 BAY TREE DR
HARRELLS, NC 28444

BAXLEY, WENDELL C; & KRISTI N
3990 STEDMAN CEDAR CREEK RD
FAYETTEVILLE, NC 28312

MANNING, KYLE; BARTLETT
ENGINEERING &SURVEYING
1906 NASH ST
WILSON, NC 27893

AKE, HELEN
5029 CEDAR CREEK RD
FAYETTEVILLE, NC 28312

AUTRY, ROBERT EARLY II;HAMRICK,
ANN MARIE HEIRS
8708 BELL GROVE WAY
RALEIGH, NC 27615

BEAL, BESSIE T
5113 CEDAR CREEK RD
FAYETTEVILLE, NC 28312

BEDSOLE, MARCIA BEAL
3325 CULBRETH RD
FAYETTEVILLE, NC 28312

BELL, GRAHAM W II;BELL, MARILUZ C
4245 TABOR CHURCH RD
FAYETTEVILLE, NC 28312

DEVANE, ALICE SMITH
1504 CANE CREEK DR
GARNER, NC 27529

DUDLEY, DANIEL DUKE
PO BOX 137
STEDMAN, NC 28391

FISHER, DEBORAH KAY
1702 MIDDLE RD
EASTOVER, NC 28312

FISHER, WALTER DOUGLAS III
4338 WINDY HEIGHTS DR
N MYRTLE BEACH, SC 29582

FOUR FAMILY FARMS, LLC
680 FAIRFIELD RD
FAYETTEVILLE, NC 28303

GRIMES, AMY B
3896 STEDMAN CEDAR CREEK RD
FAYETTEVILLE, NC 28312

GRIMES, JOHNNY C JR;& BETSY D
2915 CULBRETH RD
FAYETTEVILLE, NC 28312

H B S FARMS INC
1100 CLARENDON ST 305
FAYETTEVILLE, NC 28305

HAIR, MARCUS ALLEN
5114 CEDAR CREEK RD
FAYETTEVILLE, NC 28312

HAMILTON, BERNARD;& JOYCE A
3233 CULBRETH RD
FAYETTEVILLE, NC 28312

JONES, CHRISTINE URSICH
12516 FIVE MILE RD
FREDERICKSBURG, VA 22407

JORDAN, TRACY
3949 STEDMAN CEDAR CREEK RD
FAYETTEVILLE, NC 28312

KAID, MOHAMED NAGI
546 CEDAR CREEK RD
FAYETTEVILLE, NC 28312

MYERS, LINDA S;& JASON W
688 BLAWELL CIR
STEDMAN, NC 28391

POLK, MARK J;POLK, DAWN T
150 BAY RIDGE RD
HARRELLS, NC 28444

REYNAUD, KIMBERLY S
3989 STEDMAN CEDAR CREEK RD
FAYETTEVILLE, NC 28312

RUBIERA, RAUL R;& SAUNDRA S
3506 CEDAR HILL DR
FAYETTEVILLE, NC 28312

SMITH, CATHERINE C
20 SLEEPY CREEK DR
CLAYTON, NC 27520

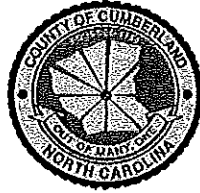
SWIGERT, CYNTHIA G;BRUCE, A EDGE
5368 CEDAR CREEK RD
FAYETTEVILLE, NC 28312

TYNDALL, JUDITH H;& JOHNNIE R
5356 CEDAR CREEK RD
FAYETTEVILLE, NC 28312

WARREN, JAMISON LEE JR
2443 RIVER RD
FAYETTEVILLE, NC 28312

ADAMS, MARY PATRICIA TRUSTEE
385 BLACKWOCK RD
COLUMBUS, NC 28722

ATTACHMENT –APPLICATION



County of Cumberland

Planning & Inspections Department

CASE #: P 21-36

PLANNING BOARD
MEETING DATE: _____

DATE APPLICATION
SUBMITTED: 5-17-21

RECEIPT #: 77480

RECEIVED BY: JØ

APPLICATION FOR REZONING REQUEST CUMBERLAND COUNTY ZONING ORDINANCE

The following items are to be submitted with the completed application:

1. A copy of the *recorded* deed and/or plat.
2. If a portion(s) of the property is being considered for rezoning, an accurate written legal description of only the area to be considered;
3. A check made payable to "Cumberland County" in the amount of \$ 625.00.
(See attached Fee Schedule).

Rezoning Procedure:

1. Completed application submitted by the applicant.
2. Notification to surrounding property owners.
3. Planning Board hearing.
4. Re-notification of interested parties / public hearing advertisement in the newspaper.
5. County Commissioners' public hearing (approximately four weeks after Planning Board public hearing)
6. If approved by the County Commissioners, rezoning becomes effective immediately.

The Planning & Inspections Staff will advise on zoning options, inform applicants of development requirement and answer questions regarding the application and rezoning process. For further questions, call (910)678-7603 or (910)678-7609. Hours of operation are 8:00 a.m. to 5:00 p.m., Monday through Friday.

NOTE: Any revisions, inaccuracies or errors to the application may cause the case to be delayed and will be scheduled for the next available board meeting according to the board's meeting schedule. Also, the application fee is *nonrefundable*.

TO THE CUMBERLAND COUNTY JOINT PLANNING BOARD AND THE BOARD OF COUNTY COMMISSIONERS OF CUMBERLAND COUNTY, NC:

I (We), the undersigned, hereby submit this application, and petition the County Commissioners to amend and to change the zoning map of the County of Cumberland as provided for under the provisions of the County Zoning Ordinance. In support of this petition, the following facts are submitted:

1. Requested Rezoning from A1 to C(P)
2. Address of Property to be Rezoned: CEDAR CREEK DRIVE
3. Location of Property: APPROXIMATELY 500 FEET NORTHWEST OF THE INTERSECTION OF TABOR CHURCH ROAD AND CEDAR CREEK DRIVE
4. Parcel Identification Number (PIN #) of subject property: 0473-38-6326 (also known as Tax ID Number or Property Tax ID)
5. Acreage: 12.36 AC (PER DEED) Frontage: ~ 601 FT Depth: ~ 1076 FT
6. Water Provider: Well: X PWC: _____ Other (name): _____
7. Septage Provider: Septic Tank X PWC _____
8. Deed Book 4782, Page(s) 0241, Cumberland County Registry. (Attach copy of deed of subject property as it appears in Registry).
9. Existing use of property: VACANT - UNDEVELOPED
10. Proposed use(s) of the property: GENERAL RETAIL BUSINESS
11. Do you own any property adjacent to or across the street from this property?
Yes _____ No X If yes, where? _____
12. Has a violation been issued on this property? Yes _____ No X

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

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

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

CATHY TATUM VINSON

NAME OF OWNER(S) (PRINT OR TYPE)

528 BAY TREE DR., HARRELLS, NC 28444

ADDRESS OF OWNER(S)

HOME TELEPHONE #

WORK TELEPHONE #

KYLE MANNING - BARTLETT ENGINEERING & SURVEYING, PC

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

1906 NASH STREET NW, WILSON, NC 27893

ADDRESS OF AGENT, ATTORNEY, APPLICANT

KYLE@BARTLETTENG.COM

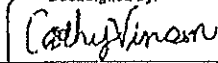
E-MAIL

HOME TELEPHONE #

(252) 399-0704 EXT. 250

WORK TELEPHONE #

DocuSigned by:



SIGNATURE OF OWNER(S)



SIGNATURE OF AGENT, ATTORNEY OR APPLICANT

SIGNATURE OF OWNER(S)

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

SALES OF LAND

BK4782PG0241

00100

RECEIVED

1- 2-1998 PM 2:54

GEORGE E. TATUM
REGISTER OF DEEDS
CUMBERLAND CO., N.C.

(141)

Excise Tax \$ No Revenue

TITLE NOT EXAMINED OR CERTIFIED

Recording Time, Book and Page

Tax Lot No. _____ Parcel Identifier No. _____ Verified by _____
County on the _____ day of _____, 19 _____ by _____

Mail after recording to MAXWELL & MELVIN, P. O. Box 2465, Fayetteville, NC 28302
This instrument was prepared by Stephen R. Melvin

Brief Description for the index

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 2nd day of January, 1998, by and between

GRANTOR

GRANTEE

Harry A. Tatum and wife, Catherine D. Tatum

Cathy Tatum Vinson
1123 Jimree Avenue
Fayetteville, NC 28301

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity,
e.g., corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in or near the City of _____, _____ Township, Cumberland County, North Carolina and more particularly described as follows:

BEGINNING at the intersection of the northern margin of the Fayetteville-Cedar Creek Public Road with the middle of the channel of Cedar Creek and running thence with the northern margin of said public road N 37 degrees 15 minutes West 9 chains and 12 links to a stake in the margin of said road; thence with the margin of said road North 40 degrees 15 minutes West 2 chains and 30 links to a stake in the margin of said road; thence North 50 degrees 45 minutes East 19 chains and 40 links to a stake and pointers; thence South 70 degrees 30 minutes East 1 chain and 32 links to the middle of the channel of Cedar Creek; thence down the various courses of the middle of the channel of Cedar Creek to the beginning, containing twelve and thirty-six one hundredths (12 36/100) acres, more or less and minus any parcels previously conveyed out.

RECEIVED

BK4782PG0242

The property hereinabove described was acquired by Grantor by instrument recorded in Book _____, Page _____.

A map showing the above described property is recorded in Plat Book _____, Page _____.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated.

Title to the property hereinabove described is subject to the following exceptions:

Subject to restrictions, easements and rights-of-way as may appear of public record.

Subject to ad valorem taxes of record.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

(Corporate Name) Harry A. Tatum (SEAL)
Harry A. Tatum

By: _____

President Catherine D. Tatum (SEAL)
Catherine D. Tatum

ATTEST: _____ (SEAL)

Secretary (Corporate Seal) _____ (SEAL)



NORTH CAROLINA, Cumberland County.

I, Amy L. Roehl, a Notary Public of the County and State aforesaid, certify that Harry A. Tatum and wife Catherine D. Tatum Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 2nd day of January, 1998.

My commission expires: 7/21/2002 Amy Roehl Notary Public

SEAL-STAMP

NORTH CAROLINA, Cumberland County.

I, a Notary Public of the County and State aforesaid, certify that personally came before me this day and acknowledged that he/she is _____ Secretary of, a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by it _____ President, sealed with its corporate seal and attested by him/her as its _____ Secretary. Witness my hand and official stamp or seal, this _____ day of _____, 19____.

My commission expires: / /

Notary Public

The foregoing Certificate(s) of Amy L. Roehl
is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

GEORGE E. TATUM REGISTER OF DEEDS FOR CUMBERLAND COUNTY

By Stephane K. Tatum Deputy/Assistant-Register of Deeds.

NO REVENUE

FAYETTEVILLE PUBLISHING COMPANY
 458 Whitfield Street, Fayetteville, NC 28306
 Phone (910) 678-9000 Toll Free 1-800-345-9895 Fax (910) 323-1451

Order Confirmation

PUBLIC NOTICE

The Cumberland County Board of Commissioners will meet at 6:45 p.m. on August 16, 2021, in room 118 of the County Courthouse at 117 Dick Street to hear the following:

P21-26 rezoning 14.04 +/- ac A1 to R20 or a more restrictive zoning district; 2120 Smith Rd; Northwood Investment, LLC (owner)

P21-27 rezoning 2.36 +/- ac R10 to C1(P) or more restrictive zoning district; 6234 Camden Rd; Sharon Edwards (owner)

P21-28 rezoning 48 +/- ac A1 to R30/CZ all residential sub up to 52 lots or more restrictive zoning district; John Nunnery Rd south of Bainbridge Rd; Molcie Farms LLC (owner)

P21-31 rezoning 25 +/- ac RR District to R7.5/CZ District up to 77 lots all sub or more restrictive zoning district; south of Clinton Rd, west of Forte Rd; Nicholas, Brad, John, and David Hancock (owners)

P21-33 rezoning 41.98 +/- ac A1 Agricultural District to R7.5 Residential/CZ District up to 122 lots all sub or to a more restrictive zoning district; west of NC 87 Hwy and south of Olaburns Drive; James D. Hubbard and Norma Garcia; Cheri and Marty Lassiter; Tommy J Woodell and Debra H. Woodell; Travis Allen Hubbard and Jill Elizabeth Hubbard; Pamela and Michael Domanski; Michael and Jodi Davis; Christopher Davis, Kristin M. Davis; Boyd D. Parsons Jr. and Mae Smith Parsons (owners)

P21-34 rezoning 19.6 +/- ac A1 District to R30 District or more restrictive zoning district; east of Rockhill Rd, north of Rocky River Rd; George Tatum (owner)

P21-36 rezoning 12.36 +/- ac A1 District to C(P) District or more restrictive zoning district; east of Cedar Creek Dr, north of Tabor Church Rd; Cathy Tatum Vinson (owner)

P21-40 rezoning 0.92 +/- ac A1 District to R40 District or more restrictive zoning district; at 5177 Stewart Rd; Michael Longhany (owner)

P21-44 rezoning 2.80 +/- ac M(P) District to C(P) District or more restrictive zoning district; at 2965 Gillespie St; Emmons & Wheeler, LLC (owner)
 8/2, 9 5250774

Ad Order Number

0005250774

Sales Rep.

0090

Order Taker

0001

Order Source

Telephone

Order Invoice Text

CCBoC - 8/16/21 meeting

Customer

CUMB CO JOINT PLANNING

Customer Account

003661000

Customer Address

130 Gillespie Street, Attn: Laverne Howard,
 FAYETTEVILLE NC 28301 USA

Customer Phone

910-678-7600

Payor Customer

CUMB CO JOINT PLANNING

PO Number

Payor Account

003661000

Ordered By

Payor Address

130 Gillespie Street, Attn: Laverne Howard
 FAYETTEVILLE NC 28301 USA

Customer Fax

910-678-7631

Customer Email

lhoward@co.cumberland.nc.us

Payor Phone

910-678-7600

Special Pricing

None

Net Amount

\$477.54

Tax Amount

\$0.00

Total Amount

\$477.54

Amount Due

\$477.54

Payment Method

Payment Amount

\$0.00

Ad Number

0005250774-01

Ad Type

CL Legal Line

Ad Size

: 1.0 X 63 cl

Color

<NONE>

Product

Placement/Classification

Run Dates

Inserts

Cost

FO::

401 - Legals

8/2/2021, 8/9/2021

2

\$458.64

OL::

401 - Legals

8/2/2021, 8/9/2021

2

\$18.90



(IN FEET)
1 inch = 100 ft.

RETAIL STORE

— NC HWY 53 — CEDAR CREEK RD. —

REZONING CASE #P21-36
STORMWATER EXHIBIT

BARTLETT ENGINEERING & SURVEYING, PC

1906 NASH STREET NORTH
WILSON, NORTH CAROLINA 27893
TEL (252)399-0704 FAX (252)399-0804
License No. C-1551 www.bartletteng.com

DATE: SEPT. 2021

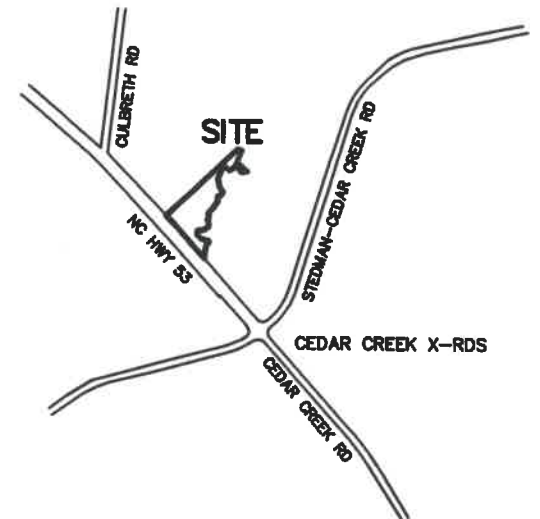
CADFILE: 21124SP2

SCALE: 1" = 100'

DRAWN BY: LR

CLIENT: STOTAY

SURVEYED BY: N/A



LOCATION MAP
NO SCALE

SITE DATA

TOTAL AREA 9.0 ACRES±

PROPOSED DEVELOPMENT AREA 2.2 ACRES±

TOTAL # LOTS 1

ZONING C(P)

MIN. BLDG. LINES FRONT 50'
SIDE 30'
REAR 30'

STREET ADDRESS: NC HWY 53
CEDAR CREEK RD.

PIN NO. 0473-38-6323

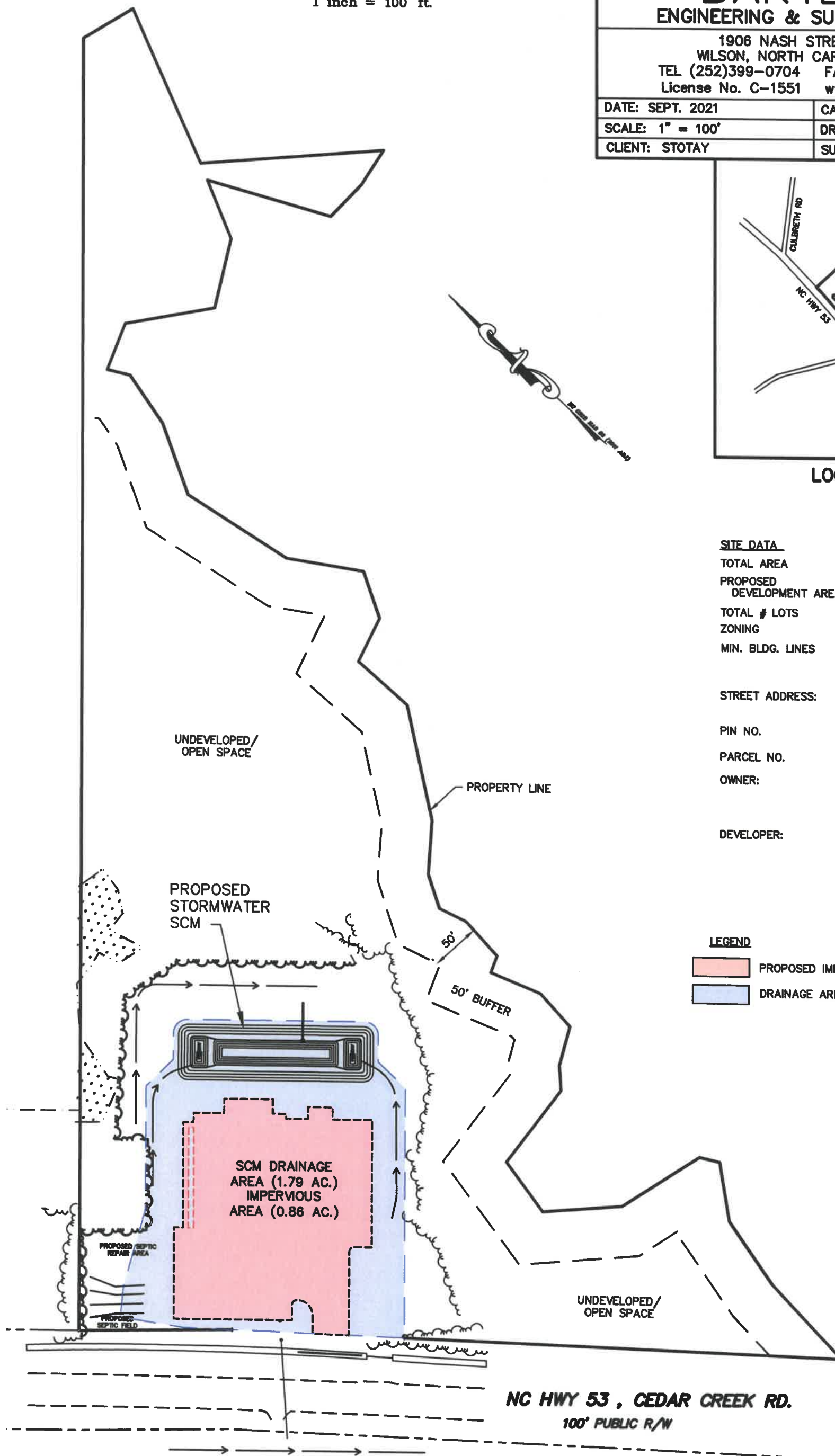
PARCEL NO. 108424

OWNER: CATHY T. VINSON
528 BAY TREE DR.
HARRELLS, NC 28444

DEVELOPER: CEDAR RUN CAPITAL, LLC
2405 F NASH STREET, NW
WILSON, NC 27896.

LEGEND

- PROPOSED IMPERVIOUS
- DRAINAGE AREA SCM



**Retail Store
Cedar Creek Road
Cumberland County, NC**

**STORMWATER
DESIGN REPORT
(Preliminary)**

September 2, 2021



BARTLETT
ENGINEERING & SURVEYING, PC

1906 Nash Street North Wilson, NC 27893-1726

Phone: (252) 399-0704 Fax: (252) 399-0804

Robert@bartletteng.com

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RETAIL STORE STORMWATER POND DESIGN CALCULATIONS

GENERAL SITE DESCRIPTION

The proposed project is for the construction of a retail store structure with paved parking in a 2.15 ac. property located along Cedar Creek Rd. (NC Hwy 53) between Culbreth Rd. and Stedman-Cedar Creek Rd., Cedar Township in Cumberland County. (Latitude: 34.953733°; Longitude: -78.754979°). The site is currently wooded.

Cumberland GIS and USDA Soil Survey Map indicates that the proposed site consists mostly of Lynchburg sandy loam soil.

IMPERVIOUS AREA

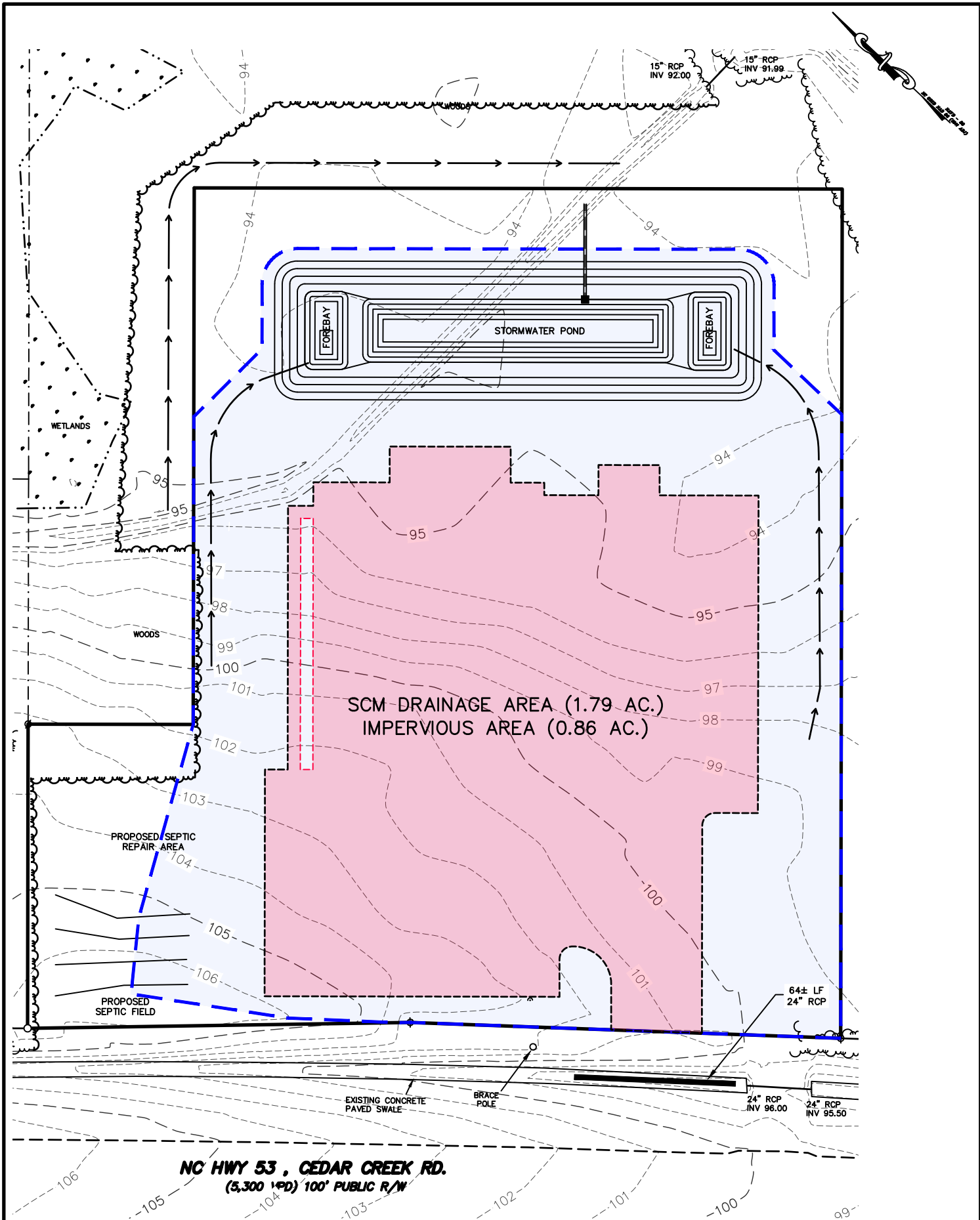
Existing condition = 0.00 ac.

Post Construction = 0.86ac. (48%)

PEAK RUNOFF

To maintain the site's current peak runoff rate, a wet pond will be constructed to offset the increase in runoff due to impervious surface addition.

WATERSHED HYDROGRAPH RETURN PERIOD SUMMARY			
STORM EVENT	EXISTING	POST WITH SCM	% REDUCTION
2-YR	3.63 CFS	3.34 CFS	8%
10-YR	6.88 CFS	6.22 CFS	10%
25-YR	8.96 CFS	7.38 CFS	18%
100-YR	12.48 CFS	11.69 CFS	6%



RETAIL STORE - CEDAR CREEK
PRELIMINARY POND DESIGN DATA

Wet Detention Pond

Drainage Area (DA)	77,850 sf
Built Upon Area (BUA)	37,372 sf
BUA/DA	0.48
Runoff Coefficient (Rv)	0.48
Storm Rainfall Depth (Rd)	1 in
Water Quality Volume (WQv)	3,127 cf

Main Pool (HRT Method) and Forebay

Main Pool Volume Required (VMP)	7,618 cf
Main Pool Volume Provided (MPV)	7,892 cf
Forebay Volume Provided	1,651 cf
Forebay Volume/Main Pond Volume	20.91 %

Drawdown Orifice

Water Quality Volume (WQv)	3,127 cf
Temporary Pool Elevation	93.00 ft
Normal Pool Elevation	92.00 ft
Orifice size	1.00 in
Driving Head (Ho/3)	0.35 ft
Discharge	0.02 cfs
Drawdown time	2.34 days

RETAIL STORE
Cedar Creek NC

Total Area	2.15 ac
------------	---------

CN VALUE CALCULATION (D soil)

Existing Condition (off-site)

Description	A	CN	A x CN
Impervious Surface	0.00	98.00	0.00
Protected Forest	0.00	79.00	0.00
Woods	1.92	79.00	151.54
Open Space	0.23	84.00	19.26
Lawn/Grassed area	0.00	84.00	0.00
Agricultural Field	0.00	89.00	0.00
Land taken up by SCM	0.00	98.00	0.00
Total Area Off-site	2.15	79.53	170.80

Post Construction (Pond 1)

Description	A	CN	A x CN
Impervious Surface	0.86	98.00	84.08
Protected Forest	0.00	79.00	0.00
Woods	0.00	79.00	0.00
Open Space	0.00	84.00	0.00
Lawn/Grassed area	0.83	84.00	69.45
Agricultural Field	0.00	89.00	0.00
Land taken up by SCM	0.10	98.00	10.04
Total Area to Pond	1.79	91.52	163.57

Post Construction (Off-site)

Description	A	CN	A x CN
Impervious Surface	0.00	98.00	0.00
Protected Forest	0.00	79.00	0.00
Woods	0.00	79.00	0.00
Open Space	0.00	84.00	0.00
Lawn/Grassed area	0.36	84.00	30.26
Agricultural Field	0.00	89.00	0.00
Land taken up by SCM	0.00	98.00	0.00
Total Area to Pond	0.36	84.00	30.26

Total Site Area	2.15	90.26	193.83
------------------------	-------------	--------------	---------------

Hydrologic Soil Group—Cumberland County, North Carolina (21-124 Retail Store @ Cedar Township)



MAP LEGEND

Area of Interest (AOI)









 Area of Interest (AOI)

Soils

Soil Rating Polygons





 A
 A/D
 B
 B/D
 C
 C/D
 D
 Not rated or not available

Soil Rating Lines


 A
 A/D
 B
 B/D
 C
 C/D
 D
 Not rated or not available

Soil Rating Points






 A
 A/D
 B
 B/D

 C
 C/D
 D
 Not rated or not available

Water Features

 Streams and Canals

Transportation

 Rails
 Interstate Highways
 US Routes
 Major Roads
 Local Roads

Background

 Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
 Web Soil Survey URL:
 Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Cumberland County, North Carolina
 Survey Area Data: Version 21, Jun 2, 2020

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Aug 13, 2014—Feb 4, 2017

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Hydrologic Soil Group

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
Ch	Chewacla loam	B/D	0.0	0.2%
Ly	Lynchburg sandy loam, 0 to 2 percent slopes	B/D	1.5	62.3%
WaB	Wagram loamy sand, 0 to 6 percent slopes	A	0.9	37.5%
Totals for Area of Interest			2.4	100.0%

Description

Hydrologic soil groups are based on estimates of runoff potential. Soils are assigned to one of four groups according to the rate of water infiltration when the soils are not protected by vegetation, are thoroughly wet, and receive precipitation from long-duration storms.

The soils in the United States are assigned to four groups (A, B, C, and D) and three dual classes (A/D, B/D, and C/D). The groups are defined as follows:

Group A. Soils having a high infiltration rate (low runoff potential) when thoroughly wet. These consist mainly of deep, well drained to excessively drained sands or gravelly sands. These soils have a high rate of water transmission.

Group B. Soils having a moderate infiltration rate when thoroughly wet. These consist chiefly of moderately deep or deep, moderately well drained or well drained soils that have moderately fine texture to moderately coarse texture. These soils have a moderate rate of water transmission.

Group C. Soils having a slow infiltration rate when thoroughly wet. These consist chiefly of soils having a layer that impedes the downward movement of water or soils of moderately fine texture or fine texture. These soils have a slow rate of water transmission.

Group D. Soils having a very slow infiltration rate (high runoff potential) when thoroughly wet. These consist chiefly of clays that have a high shrink-swell potential, soils that have a high water table, soils that have a claypan or clay layer at or near the surface, and soils that are shallow over nearly impervious material. These soils have a very slow rate of water transmission.

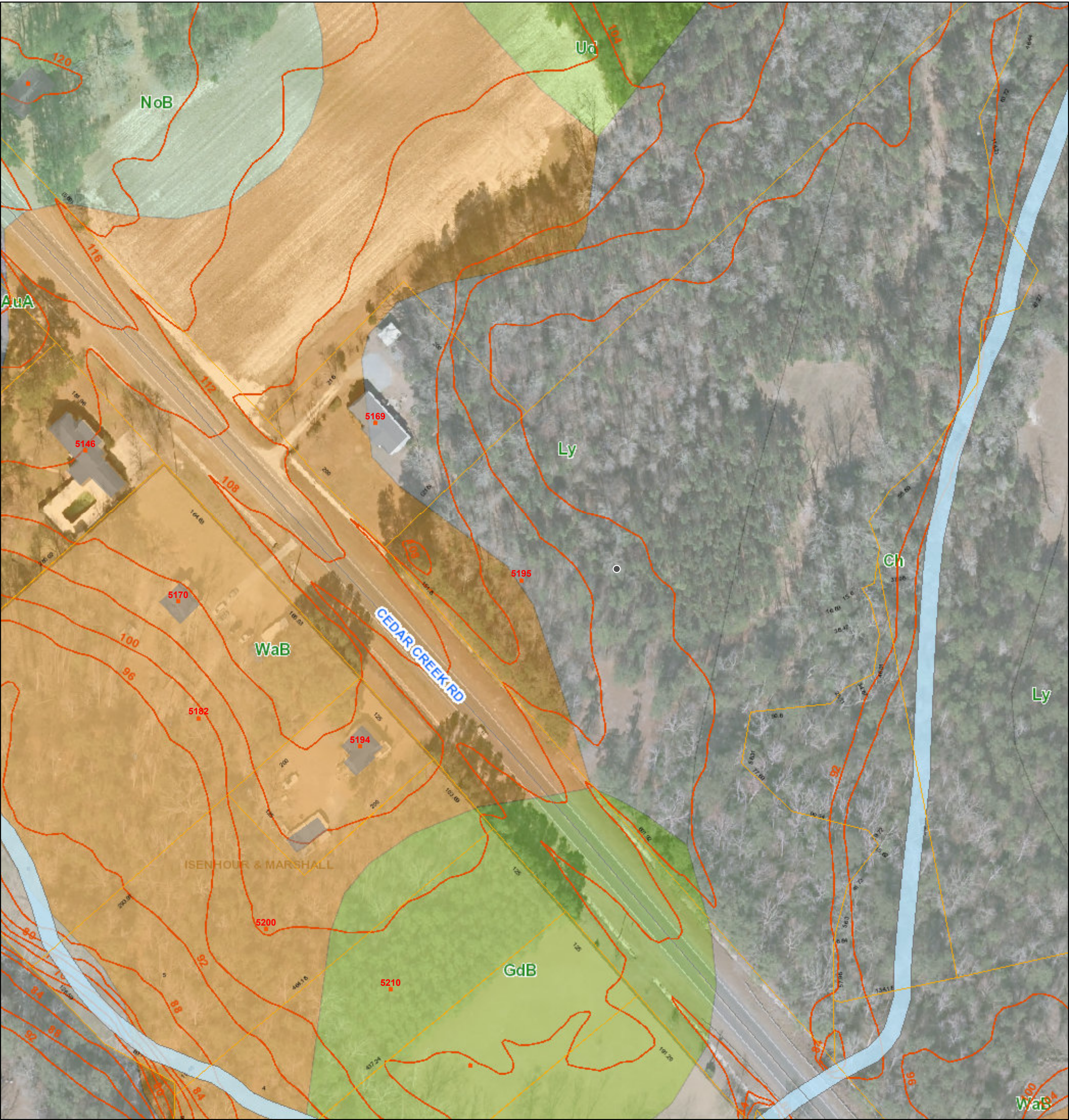
If a soil is assigned to a dual hydrologic group (A/D, B/D, or C/D), the first letter is for drained areas and the second is for undrained areas. Only the soils that in their natural condition are in group D are assigned to dual classes.

Rating Options

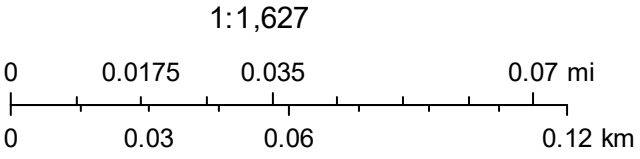
Aggregation Method: Dominant Condition

Component Percent Cutoff: None Specified

Tie-break Rule: Higher



9/1/2021, 9:14:10 AM



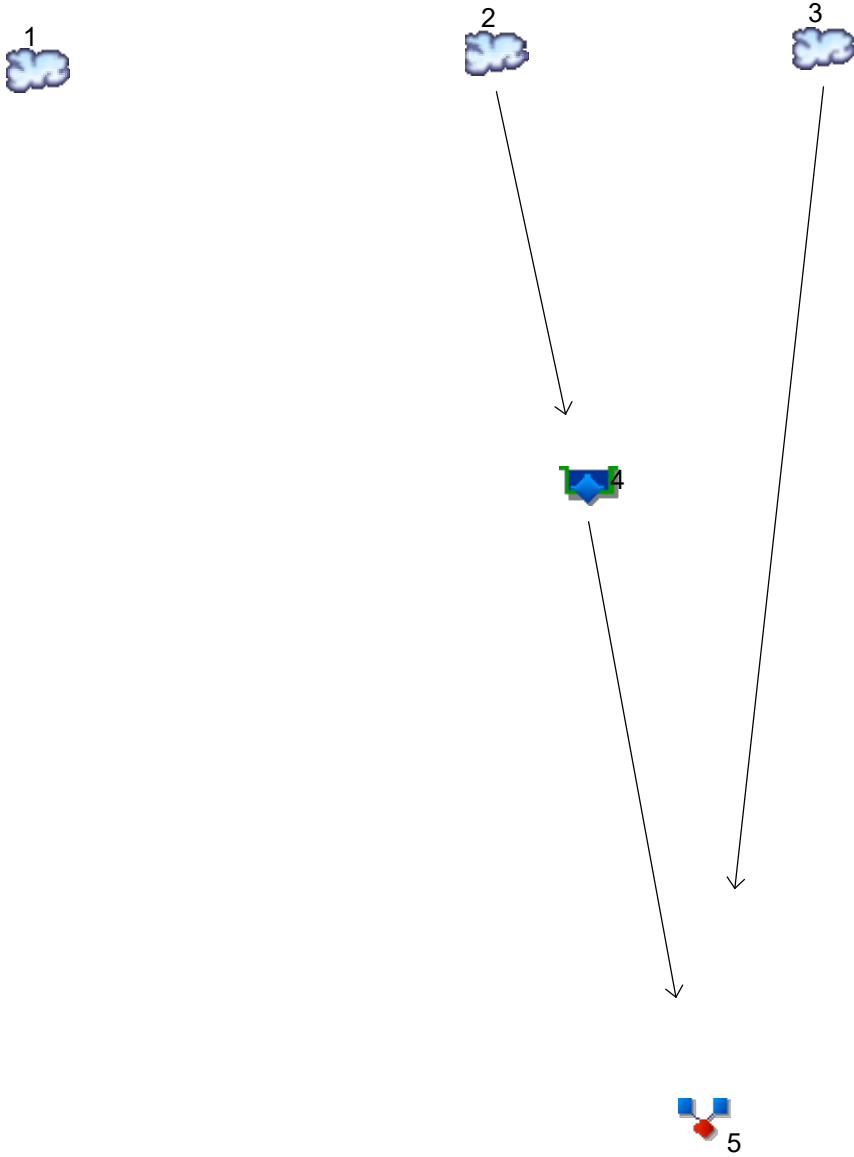
HYDROGRAPH REPORTS

- **PRE-DEVELOPMENT AND POST-DEVELOPMENT HYDROGRAPHS
(2-YR, 10-YR, 25-YR, 100-YR STORM EVENTS)**

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Watershed Model Schematic

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2021



Legend

Hyd.	Origin	Description
1	SCS Runoff	Existing
2	SCS Runoff	Post to Pond
3	SCS Runoff	Post to Off-Site
4	Reservoir	To Pond
5	Combine	Com\Post with Pond

Hydrograph Summary Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2021

Hyd. No.	Hydrograph type (origin)	Peak flow (cfs)	Time interval (min)	Time to Peak (min)	Hyd. volume (cuft)	Inflow hyd(s)	Maximum elevation (ft)	Total strge used (cuft)	Hydrograph Description
1	SCS Runoff	3.632	2	728	13,456	-----	-----	-----	Existing
2	SCS Runoff	7.941	2	716	16,873	-----	-----	-----	Post to Pond
3	SCS Runoff	1.267	2	716	2,573	-----	-----	-----	Post to Off-Site
4	Reservoir	2.646	2	724	15,893	2	93.43	8,467	To Pond
5	Combine	3.337	2	720	18,466	3, 4	-----	-----	Com\Post with Pond
21-124 Hydrograph.gpw					Return Period: 2 Year			Thursday, 09 / 2 / 2021	

Hydrograph Report

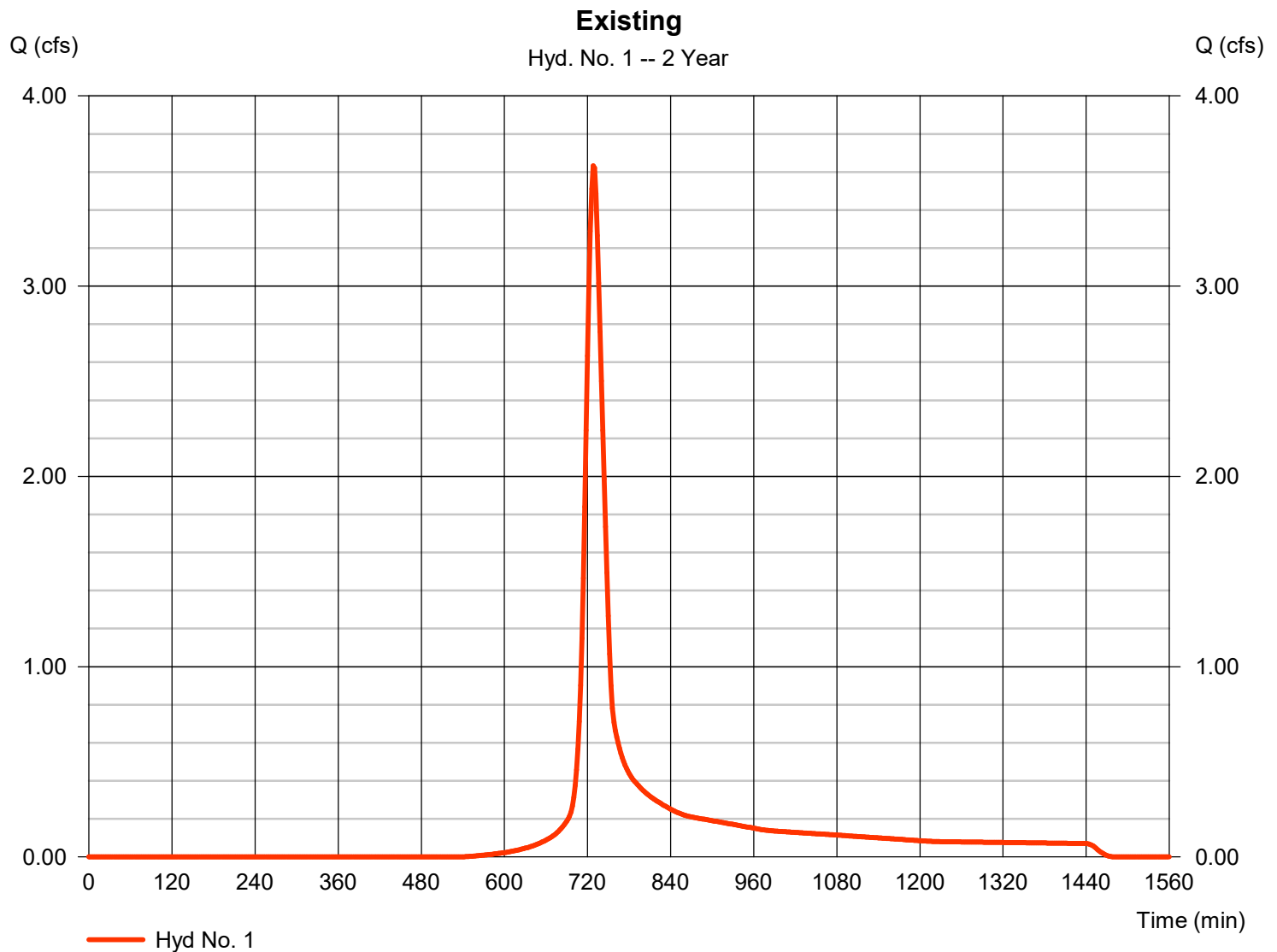
Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2021

Thursday, 09 / 2 / 2021

Hyd. No. 1

Existing

Hydrograph type	= SCS Runoff	Peak discharge	= 3.632 cfs
Storm frequency	= 2 yrs	Time to peak	= 728 min
Time interval	= 2 min	Hyd. volume	= 13,456 cuft
Drainage area	= 2.150 ac	Curve number	= 79.5
Basin Slope	= 0.0 %	Hydraulic length	= 0 ft
Tc method	= TR55	Time of conc. (Tc)	= 24.00 min
Total precip.	= 3.69 in	Distribution	= Type II
Storm duration	= 24 hrs	Shape factor	= 484



TR55 Tc Worksheet

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2021

Hyd. No. 1

Existing

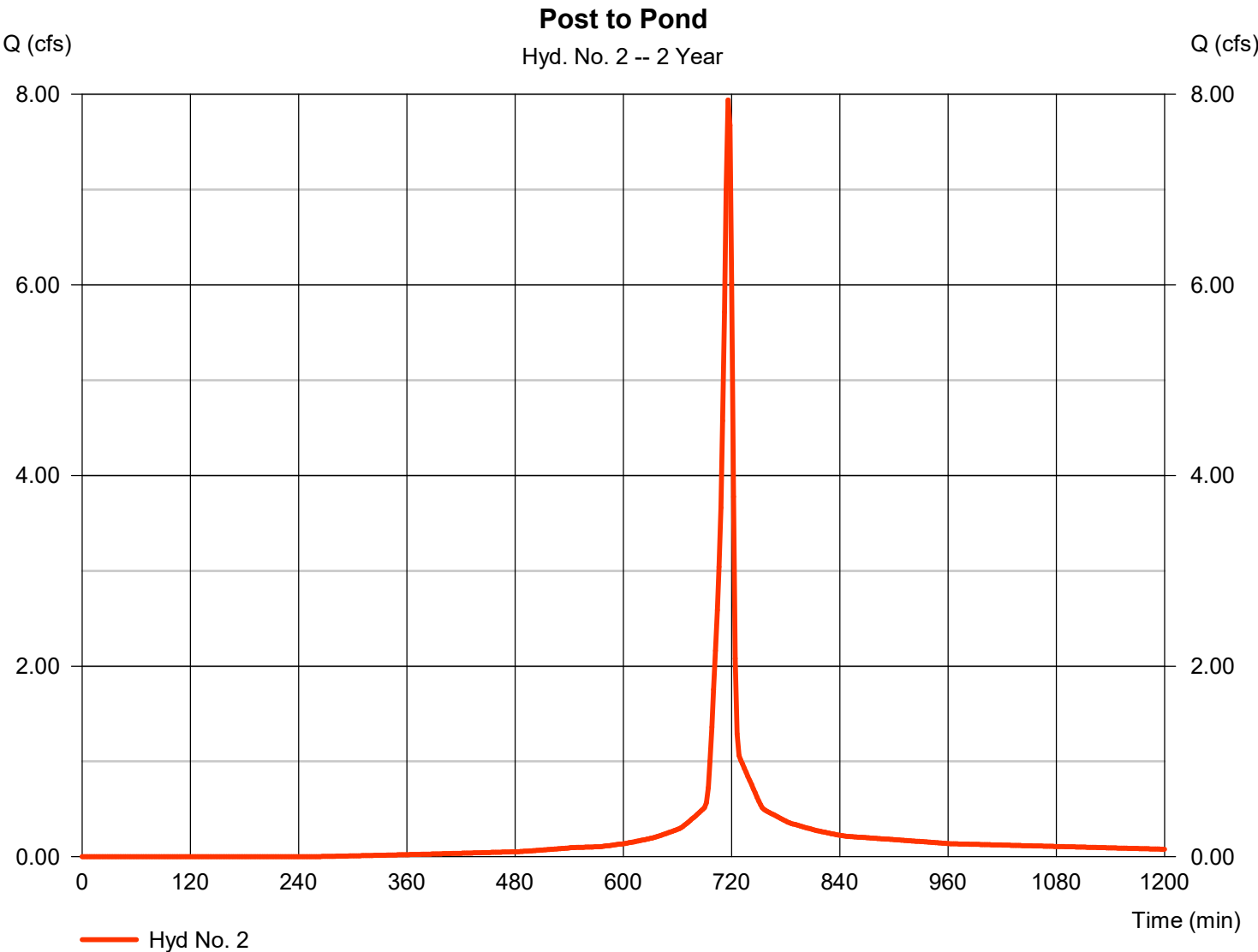
<u>Description</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>Totals</u>
Sheet Flow				
Manning's n-value	= 0.400	0.011	0.011	
Flow length (ft)	= 203.0	0.0	0.0	
Two-year 24-hr precip. (in)	= 3.60	0.00	0.00	
Land slope (%)	= 5.40	0.00	0.00	
Travel Time (min)	= 23.98	+	0.00	+
			0.00	= 23.98
Shallow Concentrated Flow				
Flow length (ft)	= 0.00	0.00	0.00	
Watercourse slope (%)	= 0.00	0.00	0.00	
Surface description	= Paved	Paved	Paved	
Average velocity (ft/s)	=0.00	0.00	0.00	
Travel Time (min)	= 0.00	+	0.00	+
			0.00	= 0.00
Channel Flow				
X sectional flow area (sqft)	= 0.00	0.00	0.00	
Wetted perimeter (ft)	= 0.00	0.00	0.00	
Channel slope (%)	= 0.00	0.00	0.00	
Manning's n-value	= 0.015	0.015	0.015	
Velocity (ft/s)	=0.00	0.00	0.00	
Flow length (ft)	(0)0.0	0.0	0.0	
Travel Time (min)	= 0.00	+	0.00	+
			0.00	= 0.00
Total Travel Time, Tc				24.00 min

Hydrograph Report

Hyd. No. 2

Post to Pond

Hydrograph type	= SCS Runoff	Peak discharge	= 7.941 cfs
Storm frequency	= 2 yrs	Time to peak	= 716 min
Time interval	= 2 min	Hyd. volume	= 16,873 cuft
Drainage area	= 1.790 ac	Curve number	= 91.5
Basin Slope	= 0.0 %	Hydraulic length	= 0 ft
Tc method	= User	Time of conc. (Tc)	= 5.00 min
Total precip.	= 3.69 in	Distribution	= Type II
Storm duration	= 24 hrs	Shape factor	= 484



Hydrograph Report

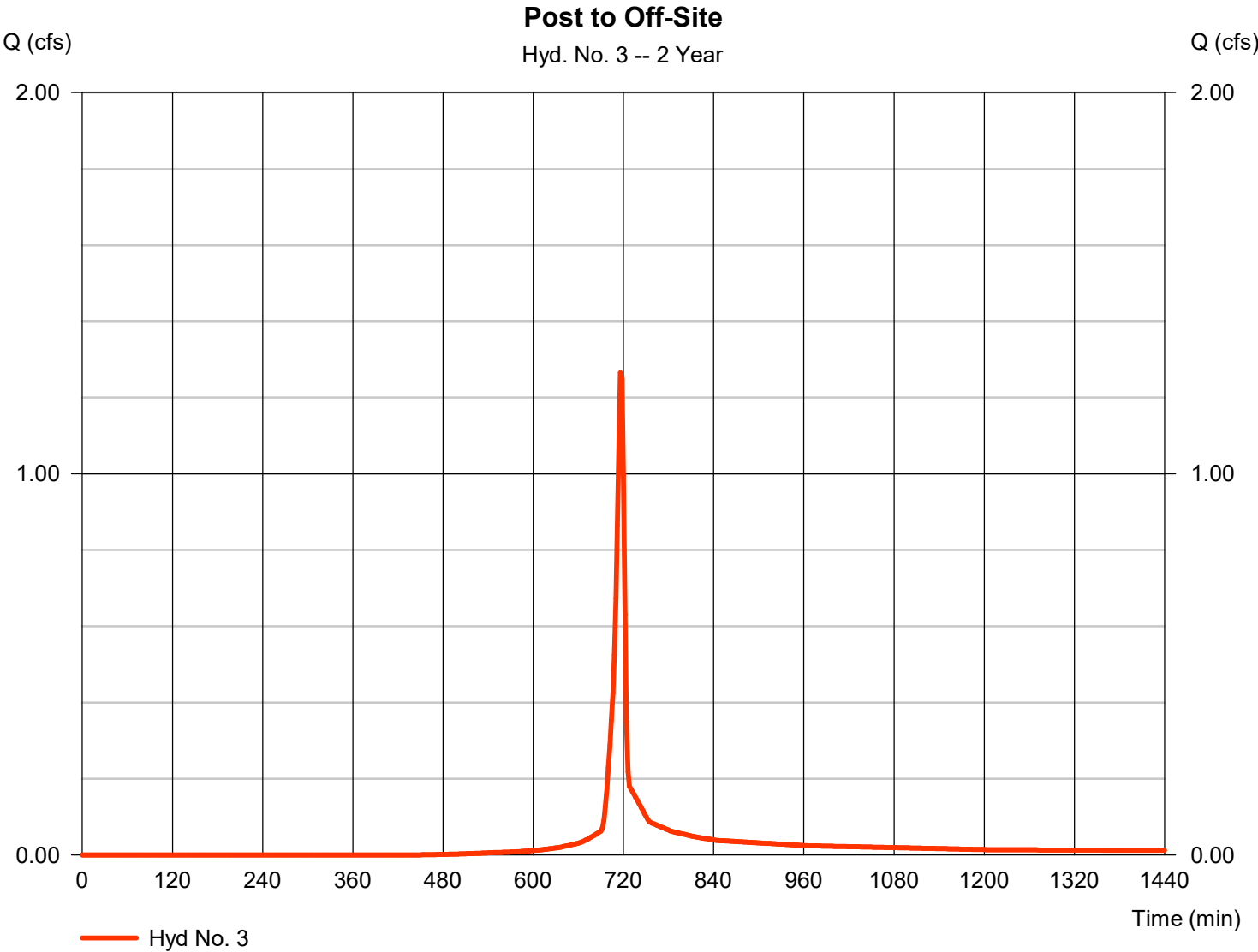
Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2021

Thursday, 09 / 2 / 2021

Hyd. No. 3

Post to Off-Site

Hydrograph type	= SCS Runoff	Peak discharge	= 1.267 cfs
Storm frequency	= 2 yrs	Time to peak	= 716 min
Time interval	= 2 min	Hyd. volume	= 2,573 cuft
Drainage area	= 0.360 ac	Curve number	= 84
Basin Slope	= 0.0 %	Hydraulic length	= 0 ft
Tc method	= User	Time of conc. (Tc)	= 5.00 min
Total precip.	= 3.69 in	Distribution	= Type II
Storm duration	= 24 hrs	Shape factor	= 484



Hydrograph Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2021

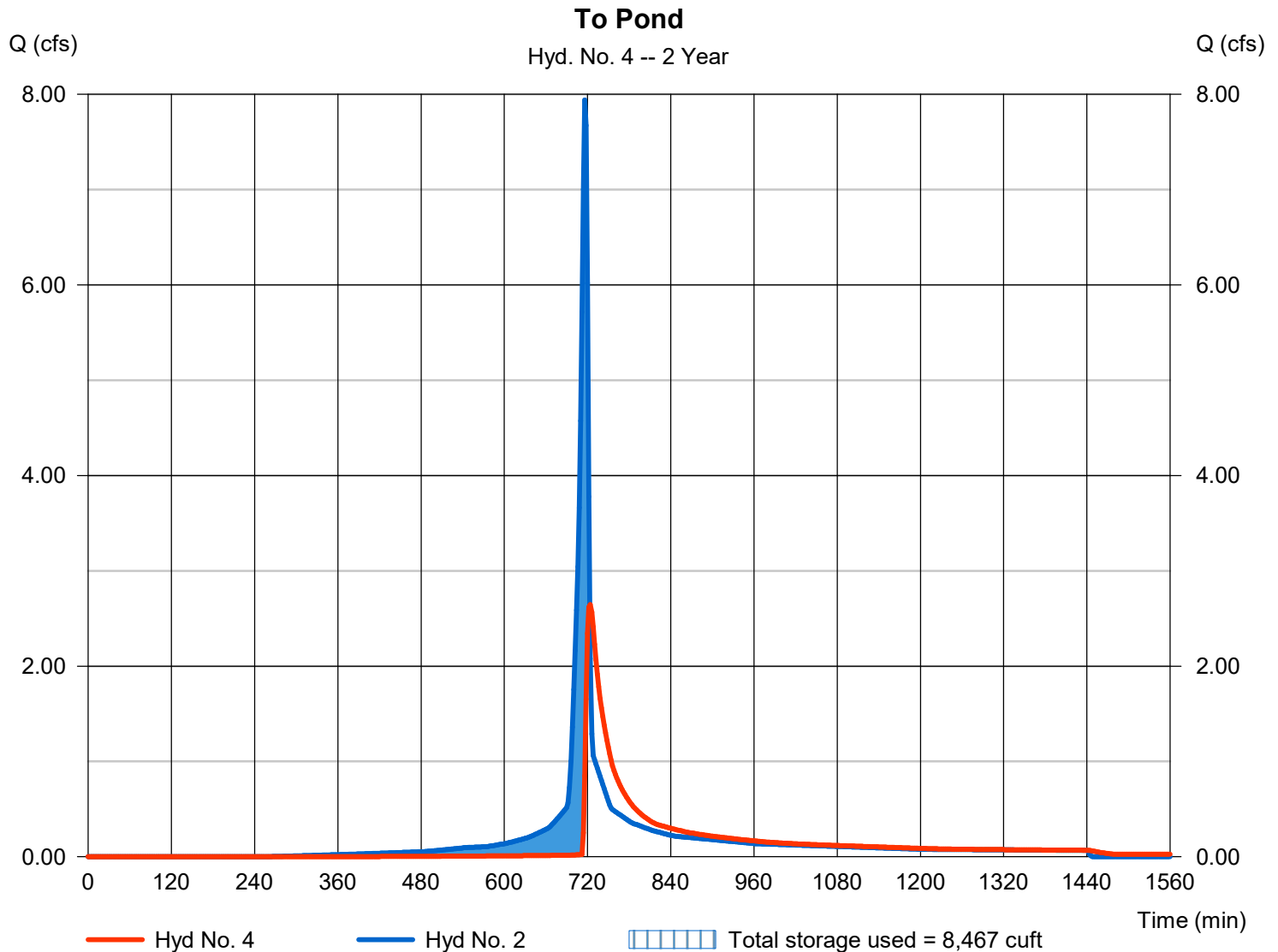
Thursday, 09 / 2 / 2021

Hyd. No. 4

To Pond

Hydrograph type	= Reservoir	Peak discharge	= 2.646 cfs
Storm frequency	= 2 yrs	Time to peak	= 724 min
Time interval	= 2 min	Hyd. volume	= 15,893 cuft
Inflow hyd. No.	= 2 - Post to Pond	Max. Elevation	= 93.43 ft
Reservoir name	= Pond	Max. Storage	= 8,467 cuft

Storage Indication method used.



Pond Report

21

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2021

Thursday, 09 / 2 / 2021

Pond No. 1 - Pond

Pond Data

Contours -User-defined contour areas. Conic method used for volume calculation. Begining Elevation = 92.00 ft

Stage / Storage Table

Stage (ft)	Elevation (ft)	Contour area (sqft)	Incr. Storage (cuft)	Total storage (cuft)
0.00	92.00	4,462	0	0
1.00	93.00	6,470	5,434	5,434
2.00	94.00	7,779	7,114	12,548
3.00	95.00	9,136	8,448	20,996
4.00	96.00	10,550	9,834	30,829

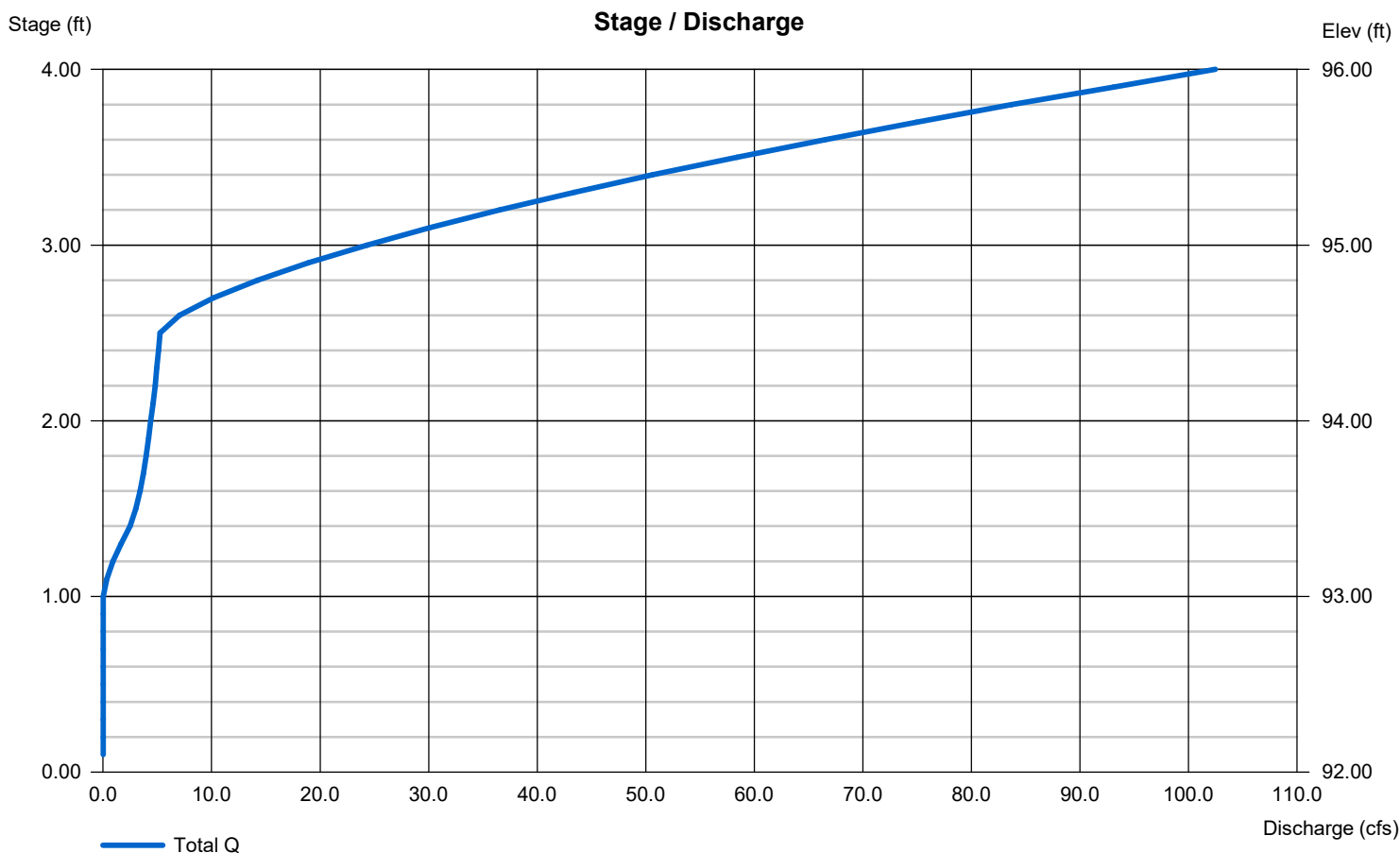
Culvert / Orifice Structures

	[A]	[B]	[C]	[PrfRsr]
Rise (in)	= 12.00	1.00	0.00	0.00
Span (in)	= 12.00	1.00	0.00	0.00
No. Barrels	= 1	1	0	0
Invert El. (ft)	= 92.00	92.00	0.00	0.00
Length (ft)	= 38.00	0.00	0.00	0.00
Slope (%)	= 1.00	0.00	0.00	n/a
N-Value	= .013	.013	.013	n/a
Orifice Coeff.	= 0.60	0.60	0.60	0.60
Multi-Stage	= n/a	Yes	No	No

Weir Structures

	[A]	[B]	[C]	[D]
Crest Len (ft)	= 10.00	3.00	20.00	0.00
Crest El. (ft)	= 94.00	93.00	94.50	0.00
Weir Coeff.	= 3.33	3.33	2.60	3.33
Weir Type	= 1	Rect	Broad	---
Multi-Stage	= Yes	Yes	No	No
Exfil.(in/hr)	= 0.000 (by Contour)			
TW Elev. (ft)	= 0.00			

Note: Culvert/Orifice outflows are analyzed under inlet (ic) and outlet (oc) control. Weir risers checked for orifice conditions (ic) and submergence (s).



Hydrograph Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2021

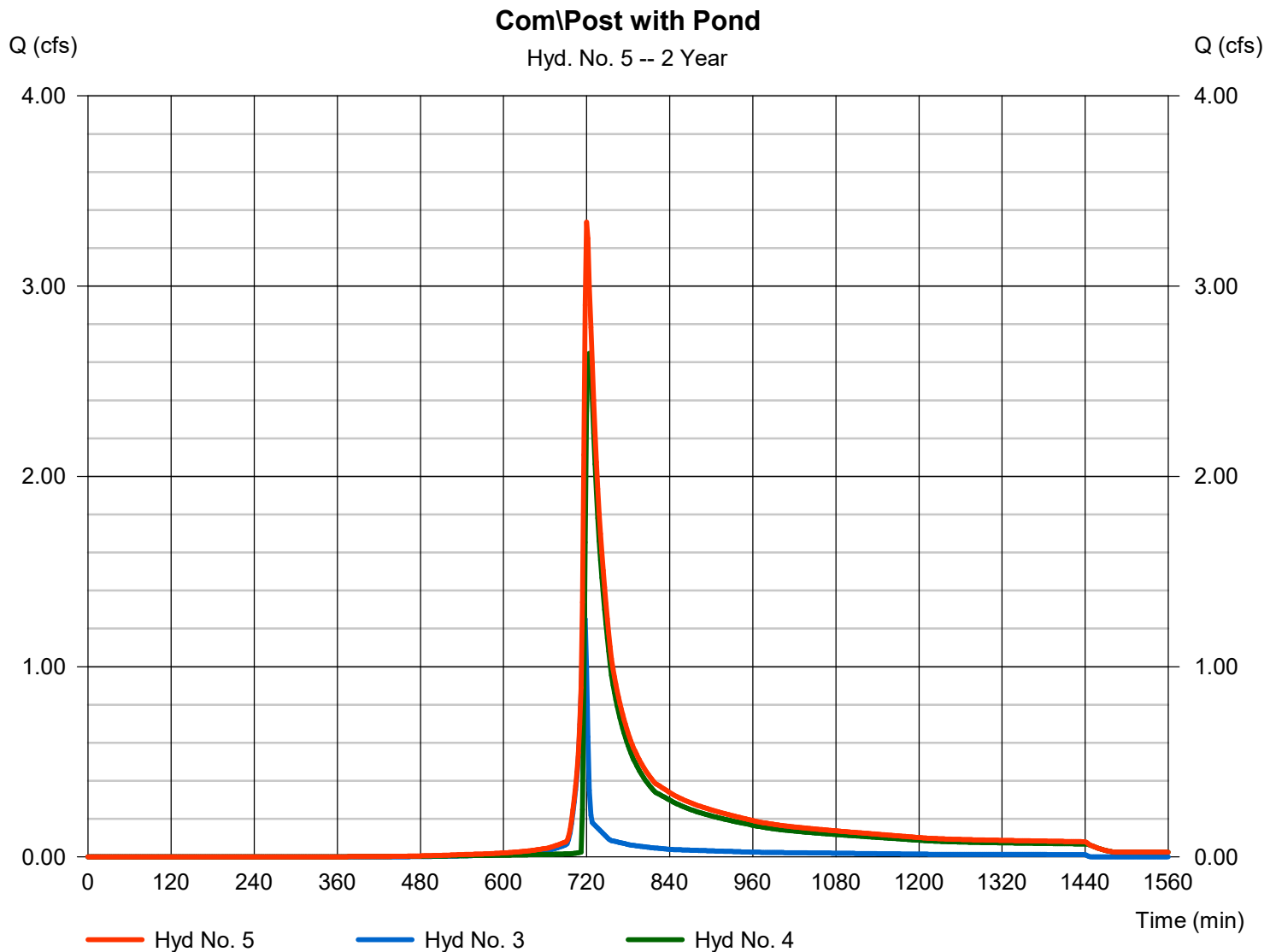
Thursday, 09 / 2 / 2021

Hyd. No. 5

Com\Post with Pond

Hydrograph type = Combine
Storm frequency = 2 yrs
Time interval = 2 min
Inflow hyds. = 3, 4

Peak discharge = 3.337 cfs
Time to peak = 720 min
Hyd. volume = 18,466 cuft
Contrib. drain. area = 0.360 ac



Hydrograph Summary Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2021

Hyd. No.	Hydrograph type (origin)	Peak flow (cfs)	Time interval (min)	Time to Peak (min)	Hyd. volume (cuft)	Inflow hyd(s)	Maximum elevation (ft)	Total strge used (cuft)	Hydrograph Description
1	SCS Runoff	6.878	2	728	25,236	-----	-----	-----	Existing
2	SCS Runoff	12.57	2	716	27,555	-----	-----	-----	Post to Pond
3	SCS Runoff	2.202	2	716	4,571	-----	-----	-----	Post to Off-Site
4	Reservoir	4.428	2	724	26,566	2	94.02	12,688	To Pond
5	Combine	6.223	2	718	31,137	3, 4	-----	-----	Com\Post with Pond
21-124 Hydrograph.gpw					Return Period: 10 Year			Thursday, 09 / 2 / 2021	

Hydrograph Report

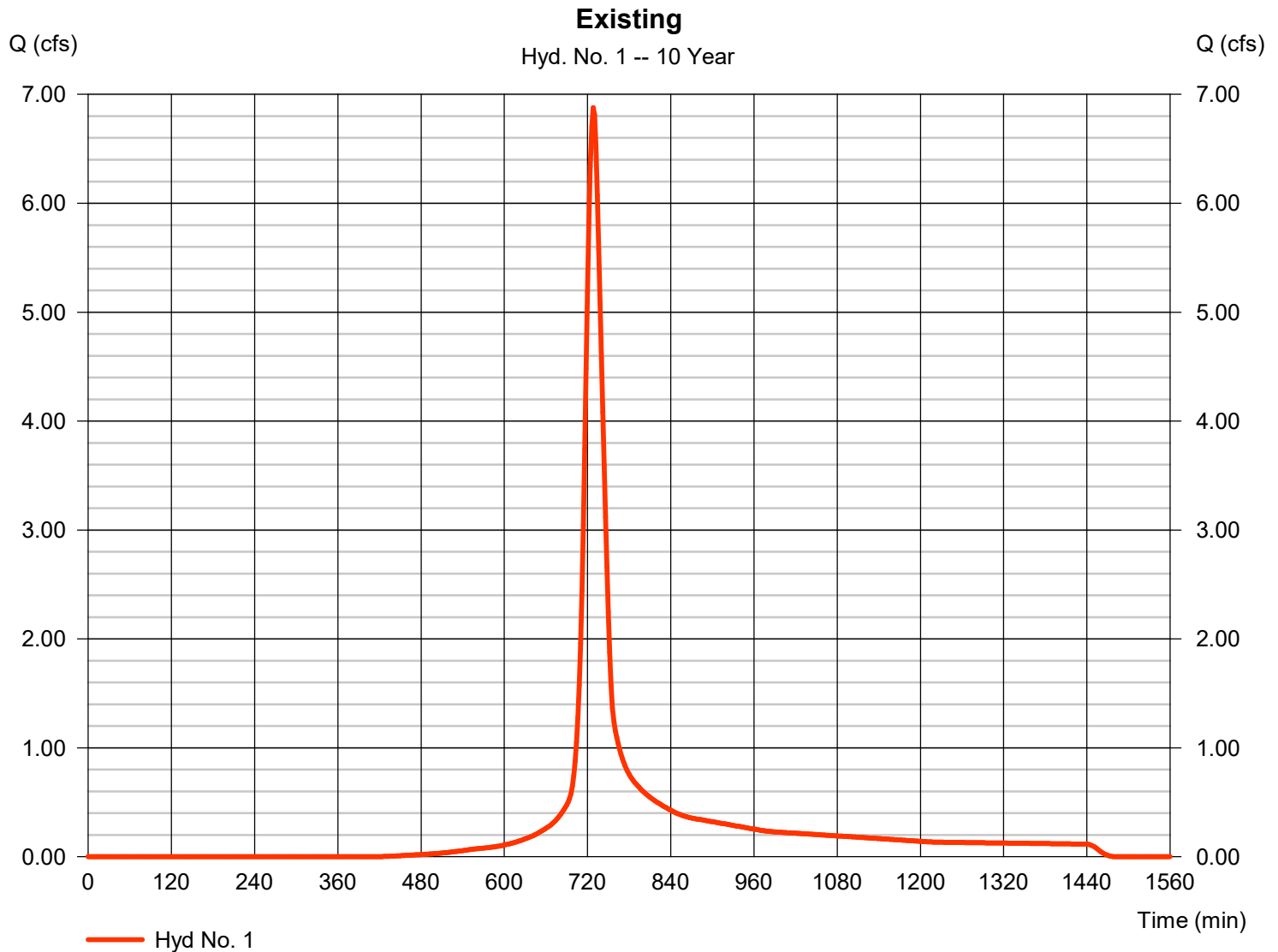
Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2021

Thursday, 09 / 2 / 2021

Hyd. No. 1

Existing

Hydrograph type	= SCS Runoff	Peak discharge	= 6.878 cfs
Storm frequency	= 10 yrs	Time to peak	= 728 min
Time interval	= 2 min	Hyd. volume	= 25,236 cuft
Drainage area	= 2.150 ac	Curve number	= 79.5
Basin Slope	= 0.0 %	Hydraulic length	= 0 ft
Tc method	= TR55	Time of conc. (Tc)	= 24.00 min
Total precip.	= 5.50 in	Distribution	= Type II
Storm duration	= 24 hrs	Shape factor	= 484



Hydrograph Report

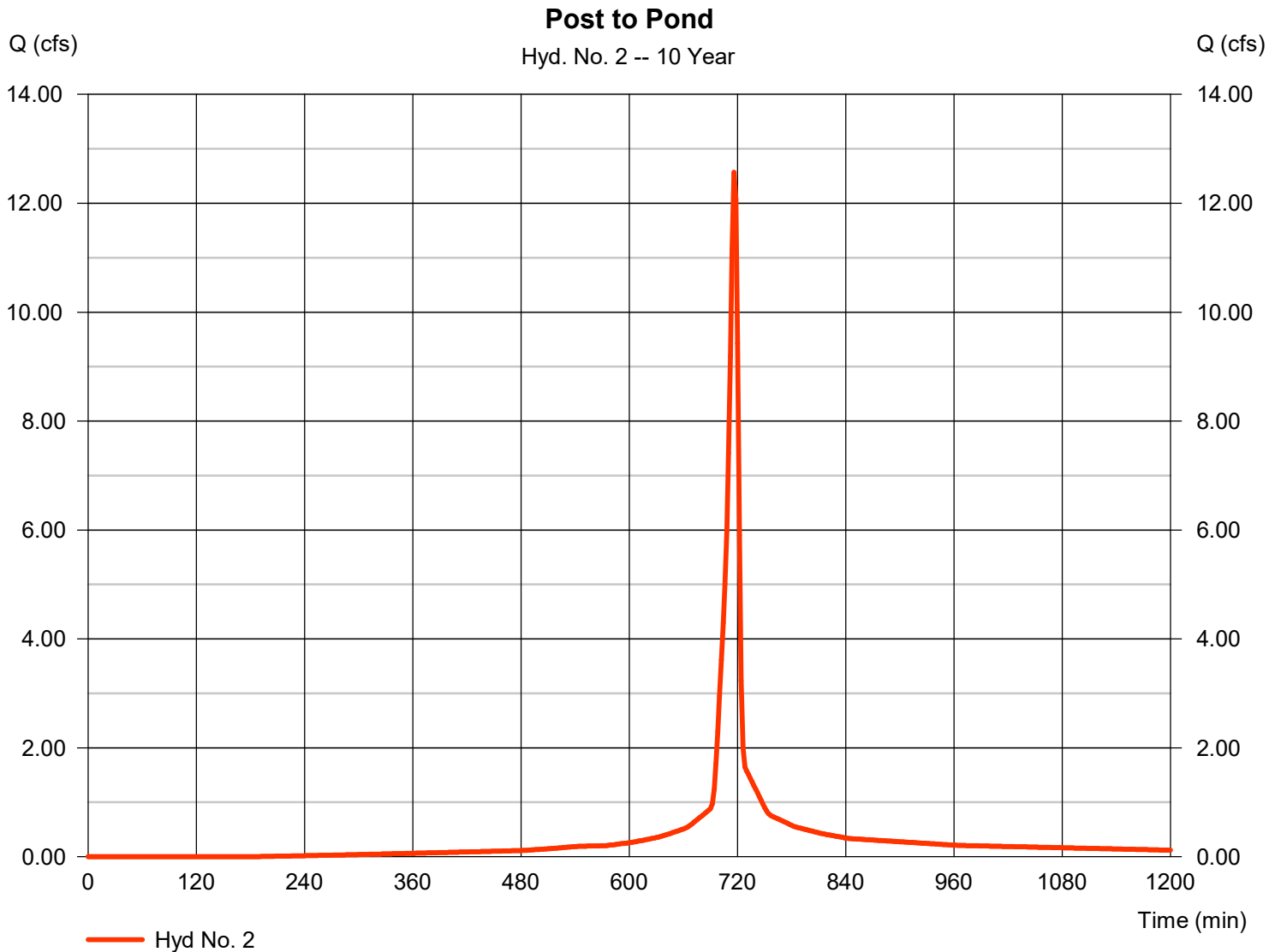
Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2021

Thursday, 09 / 2 / 2021

Hyd. No. 2

Post to Pond

Hydrograph type	= SCS Runoff	Peak discharge	= 12.57 cfs
Storm frequency	= 10 yrs	Time to peak	= 716 min
Time interval	= 2 min	Hyd. volume	= 27,555 cuft
Drainage area	= 1.790 ac	Curve number	= 91.5
Basin Slope	= 0.0 %	Hydraulic length	= 0 ft
Tc method	= User	Time of conc. (Tc)	= 5.00 min
Total precip.	= 5.50 in	Distribution	= Type II
Storm duration	= 24 hrs	Shape factor	= 484

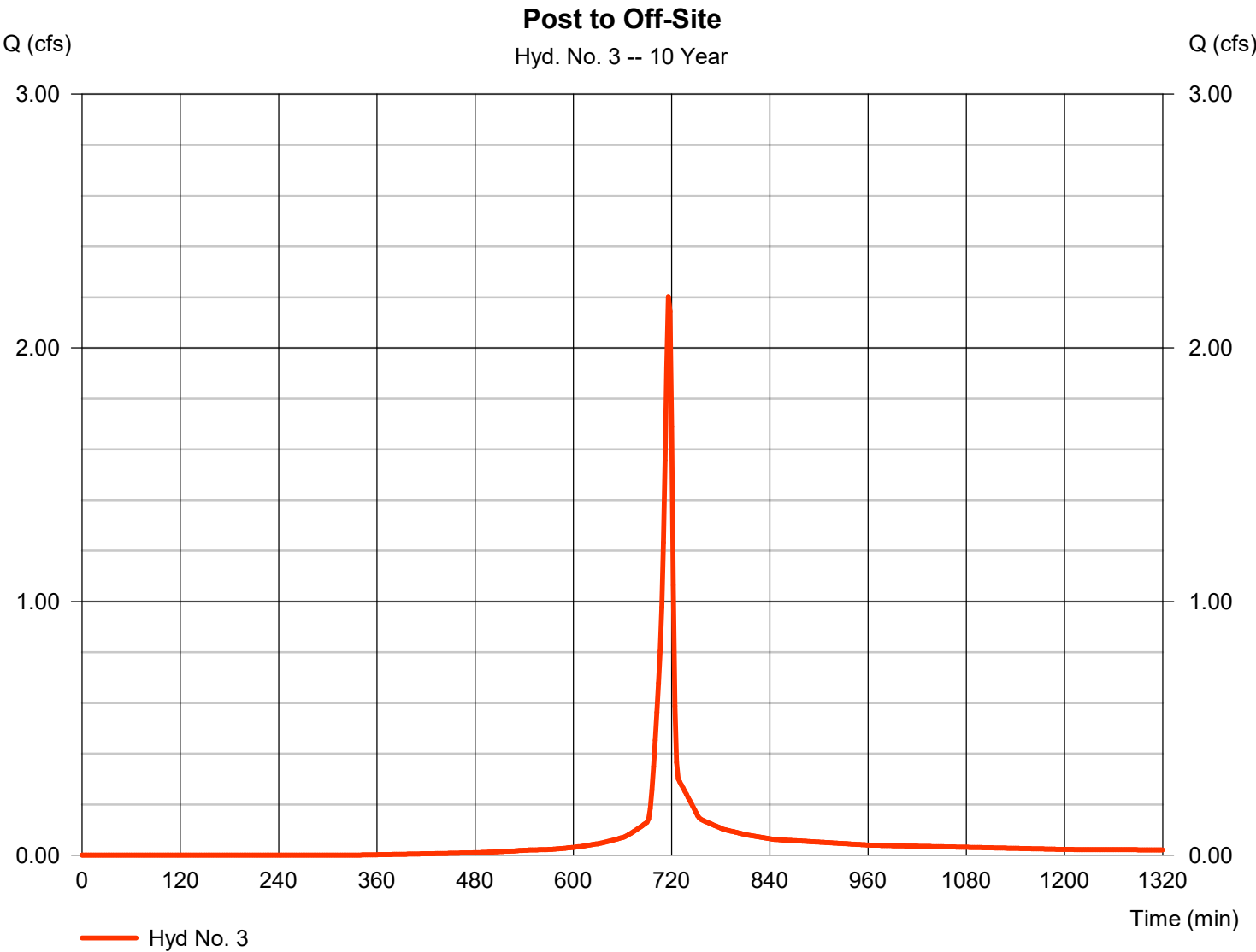


Hydrograph Report

Hyd. No. 3

Post to Off-Site

Hydrograph type	= SCS Runoff	Peak discharge	= 2.202 cfs
Storm frequency	= 10 yrs	Time to peak	= 716 min
Time interval	= 2 min	Hyd. volume	= 4,571 cuft
Drainage area	= 0.360 ac	Curve number	= 84
Basin Slope	= 0.0 %	Hydraulic length	= 0 ft
Tc method	= User	Time of conc. (Tc)	= 5.00 min
Total precip.	= 5.50 in	Distribution	= Type II
Storm duration	= 24 hrs	Shape factor	= 484



Hydrograph Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2021

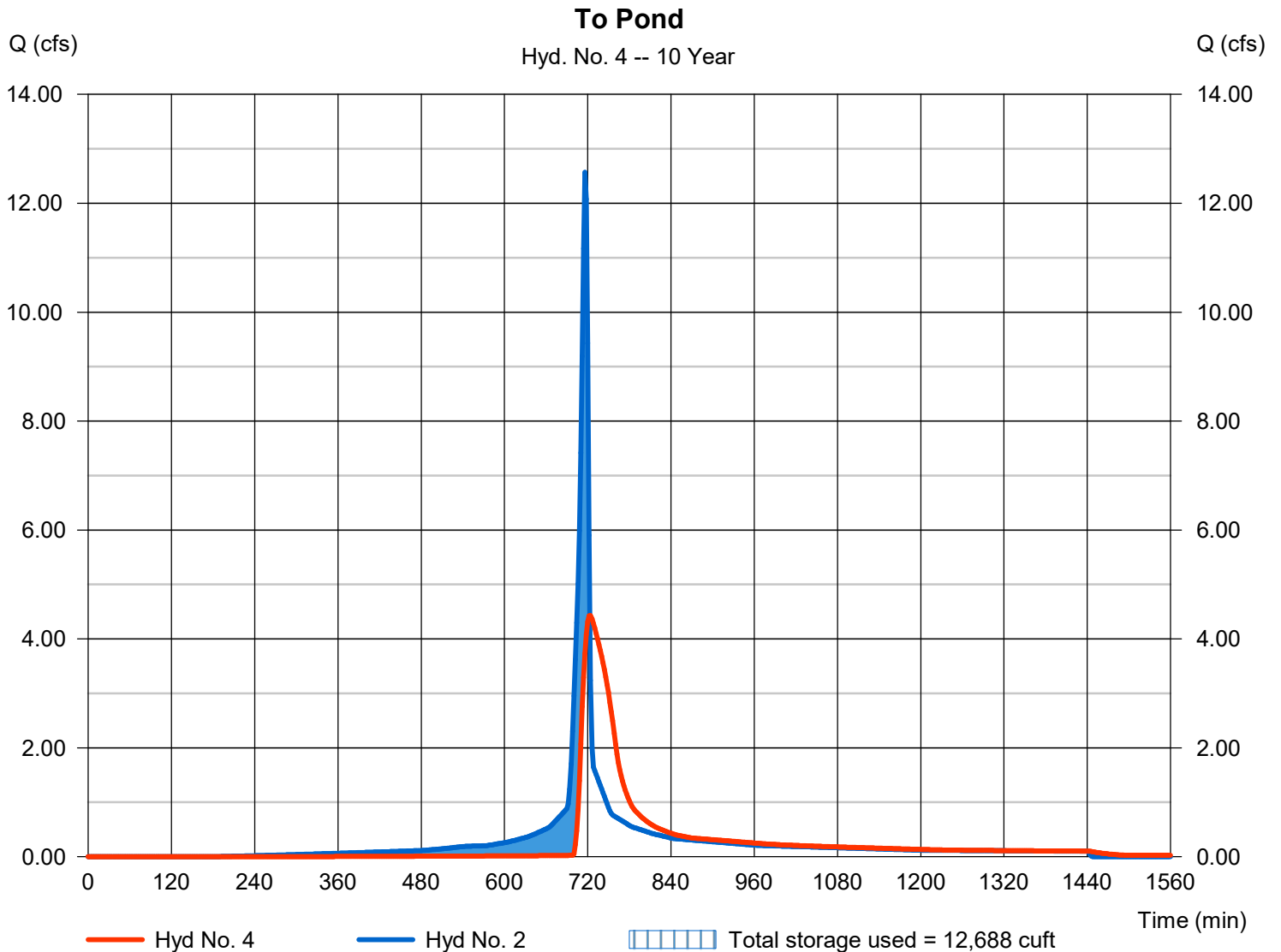
Thursday, 09 / 2 / 2021

Hyd. No. 4

To Pond

Hydrograph type	= Reservoir	Peak discharge	= 4.428 cfs
Storm frequency	= 10 yrs	Time to peak	= 724 min
Time interval	= 2 min	Hyd. volume	= 26,566 cuft
Inflow hyd. No.	= 2 - Post to Pond	Max. Elevation	= 94.02 ft
Reservoir name	= Pond	Max. Storage	= 12,688 cuft

Storage Indication method used.



Hydrograph Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2021

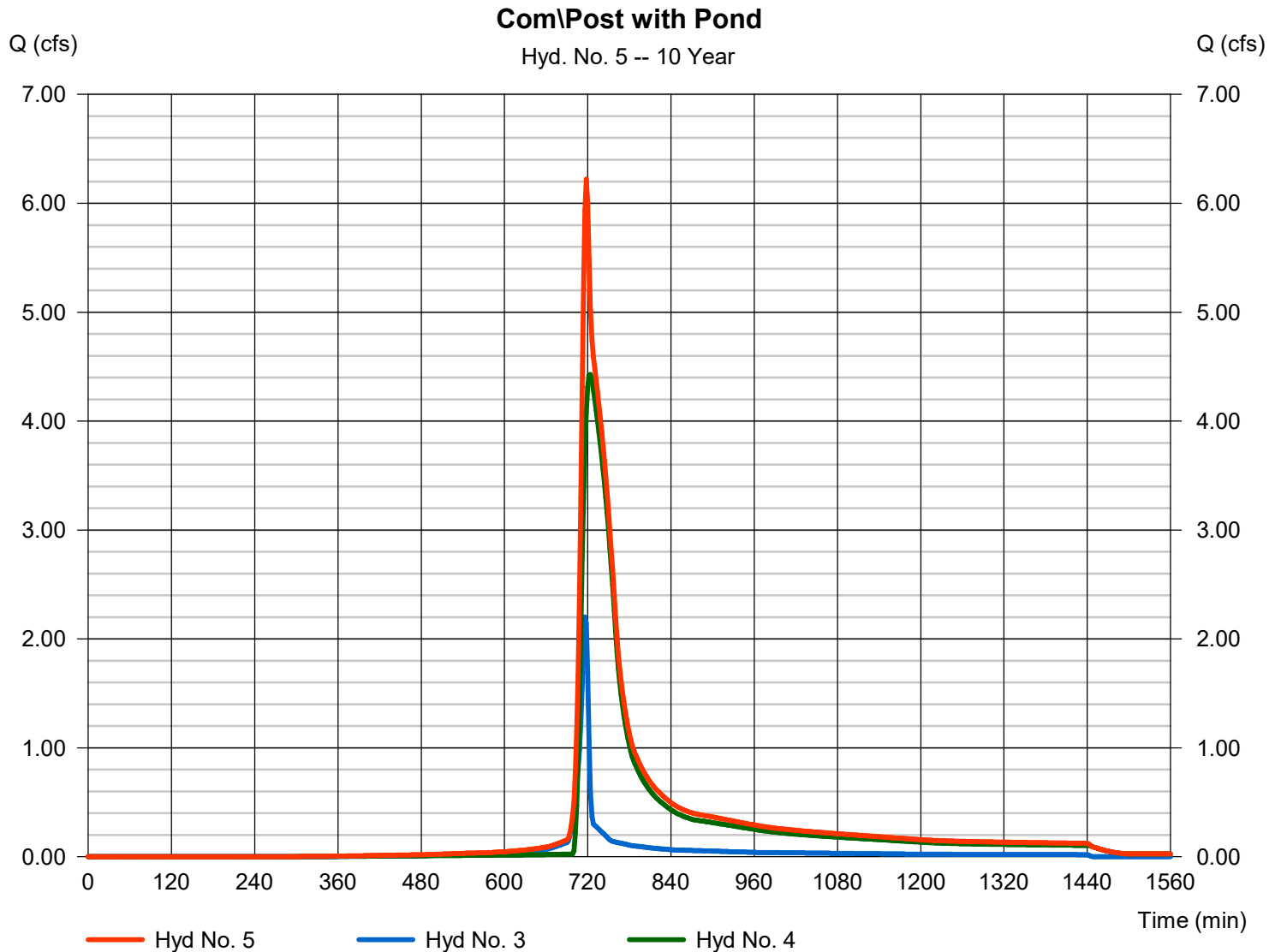
Thursday, 09 / 2 / 2021

Hyd. No. 5

Com\Post with Pond

Hydrograph type = Combine
 Storm frequency = 10 yrs
 Time interval = 2 min
 Inflow hyds. = 3, 4

Peak discharge = 6.223 cfs
 Time to peak = 718 min
 Hyd. volume = 31,137 cuft
 Contrib. drain. area = 0.360 ac



Hydrograph Summary Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2021

Hyd. No.	Hydrograph type (origin)	Peak flow (cfs)	Time interval (min)	Time to Peak (min)	Hyd. volume (cuft)	Inflow hyd(s)	Maximum elevation (ft)	Total strge used (cuft)	Hydrograph Description
1	SCS Runoff	8.961	2	728	32,969	-----	-----	-----	Existing
2	SCS Runoff	15.40	2	716	34,250	-----	-----	-----	Post to Pond
3	SCS Runoff	2.784	2	716	5,856	-----	-----	-----	Post to Off-Site
4	Reservoir	4.993	2	724	33,256	2	94.32	15,263	To Pond
5	Combine	7.376	2	718	39,112	3, 4	-----	-----	Com\Post with Pond
21-124 Hydrograph.gpw					Return Period: 25 Year			Thursday, 09 / 2 / 2021	

Hydrograph Report

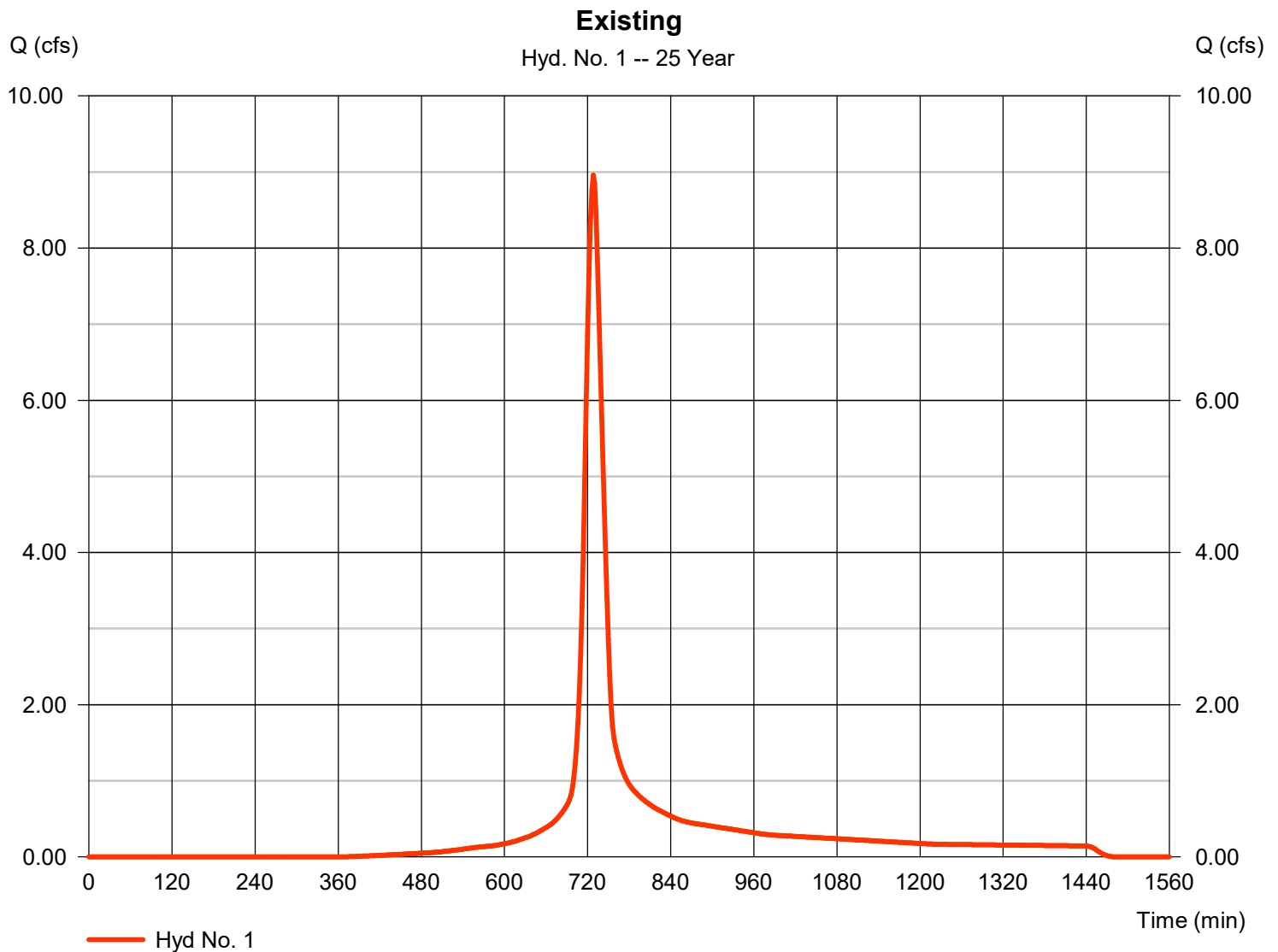
Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2021

Thursday, 09 / 2 / 2021

Hyd. No. 1

Existing

Hydrograph type	= SCS Runoff	Peak discharge	= 8.961 cfs
Storm frequency	= 25 yrs	Time to peak	= 728 min
Time interval	= 2 min	Hyd. volume	= 32,969 cuft
Drainage area	= 2.150 ac	Curve number	= 79.5
Basin Slope	= 0.0 %	Hydraulic length	= 0 ft
Tc method	= TR55	Time of conc. (Tc)	= 24.00 min
Total precip.	= 6.62 in	Distribution	= Type II
Storm duration	= 24 hrs	Shape factor	= 484



Hydrograph Report

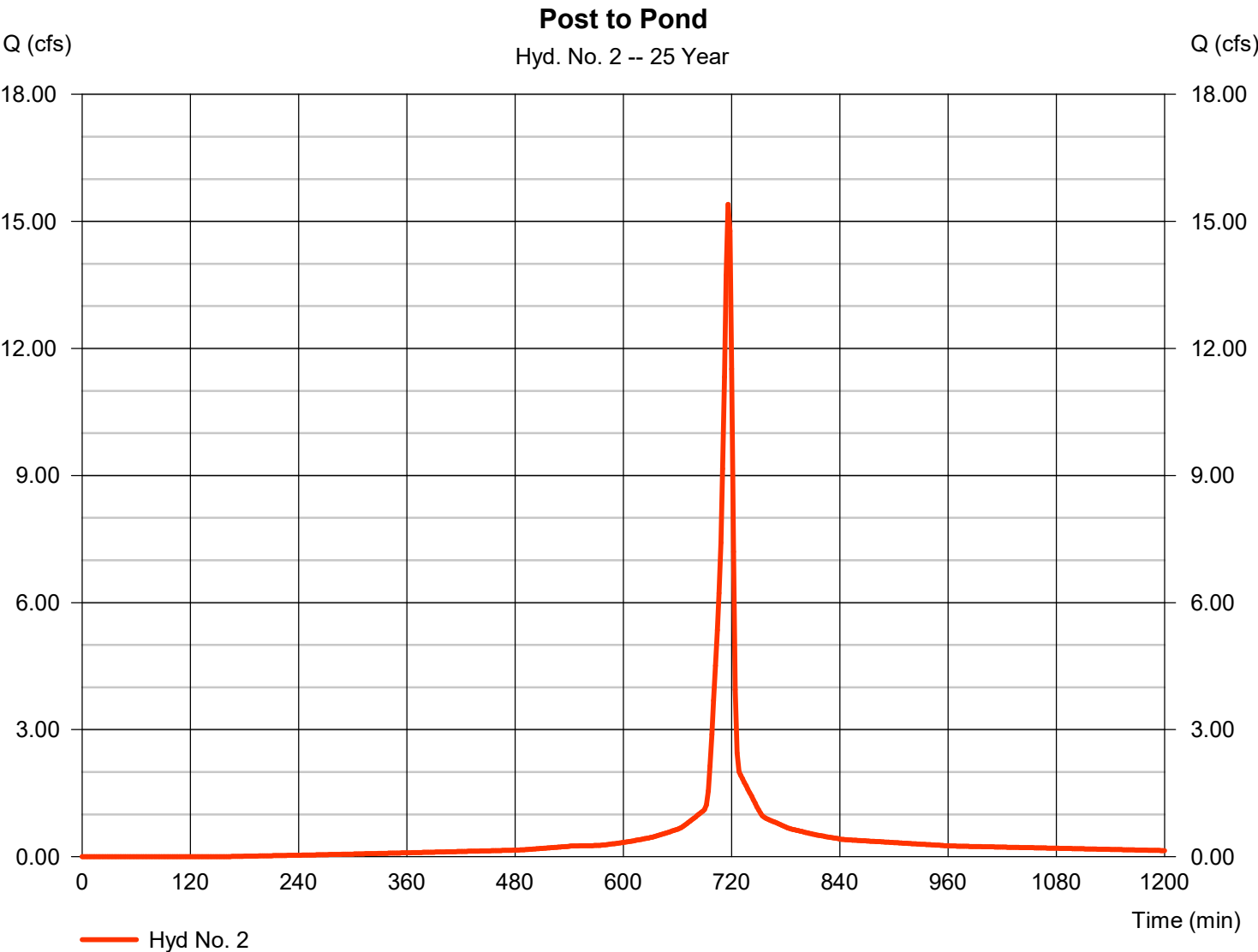
Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2021

Thursday, 09 / 2 / 2021

Hyd. No. 2

Post to Pond

Hydrograph type	= SCS Runoff	Peak discharge	= 15.40 cfs
Storm frequency	= 25 yrs	Time to peak	= 716 min
Time interval	= 2 min	Hyd. volume	= 34,250 cuft
Drainage area	= 1.790 ac	Curve number	= 91.5
Basin Slope	= 0.0 %	Hydraulic length	= 0 ft
Tc method	= User	Time of conc. (Tc)	= 5.00 min
Total precip.	= 6.62 in	Distribution	= Type II
Storm duration	= 24 hrs	Shape factor	= 484

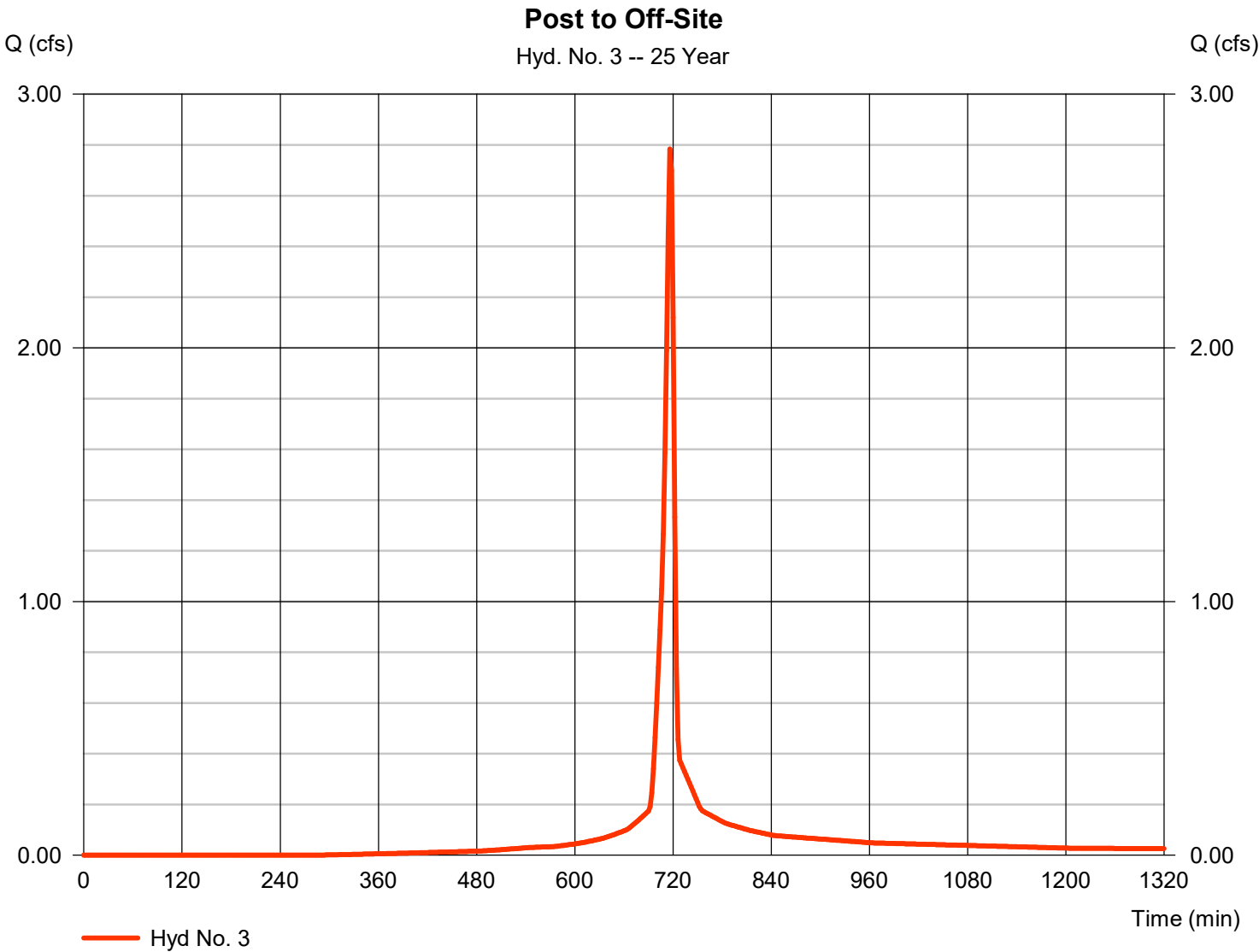


Hydrograph Report

Hyd. No. 3

Post to Off-Site

Hydrograph type	= SCS Runoff	Peak discharge	= 2.784 cfs
Storm frequency	= 25 yrs	Time to peak	= 716 min
Time interval	= 2 min	Hyd. volume	= 5,856 cuft
Drainage area	= 0.360 ac	Curve number	= 84
Basin Slope	= 0.0 %	Hydraulic length	= 0 ft
Tc method	= User	Time of conc. (Tc)	= 5.00 min
Total precip.	= 6.62 in	Distribution	= Type II
Storm duration	= 24 hrs	Shape factor	= 484



Hydrograph Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2021

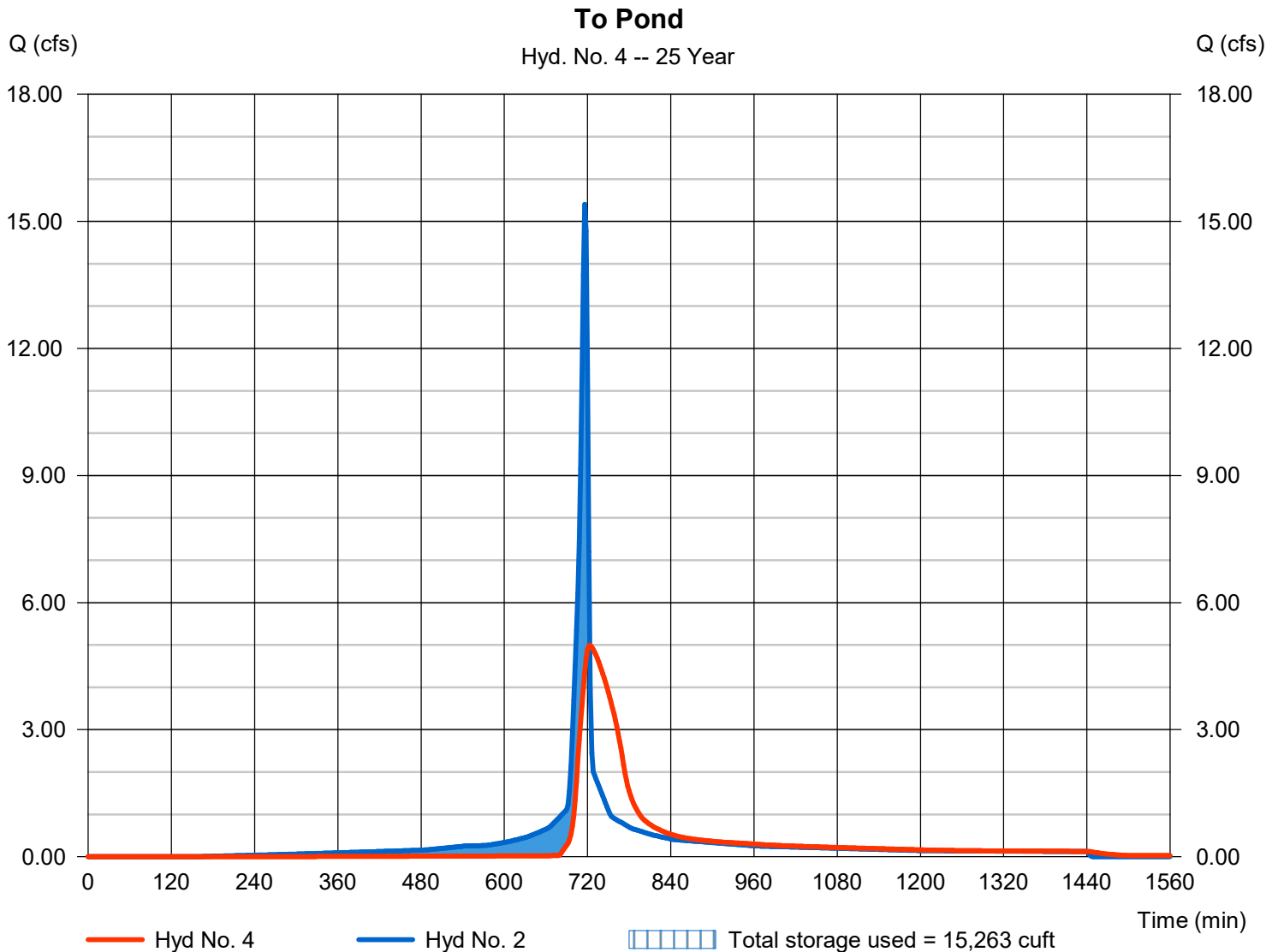
Thursday, 09 / 2 / 2021

Hyd. No. 4

To Pond

Hydrograph type	= Reservoir	Peak discharge	= 4.993 cfs
Storm frequency	= 25 yrs	Time to peak	= 724 min
Time interval	= 2 min	Hyd. volume	= 33,256 cuft
Inflow hyd. No.	= 2 - Post to Pond	Max. Elevation	= 94.32 ft
Reservoir name	= Pond	Max. Storage	= 15,263 cuft

Storage Indication method used.



Hydrograph Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2021

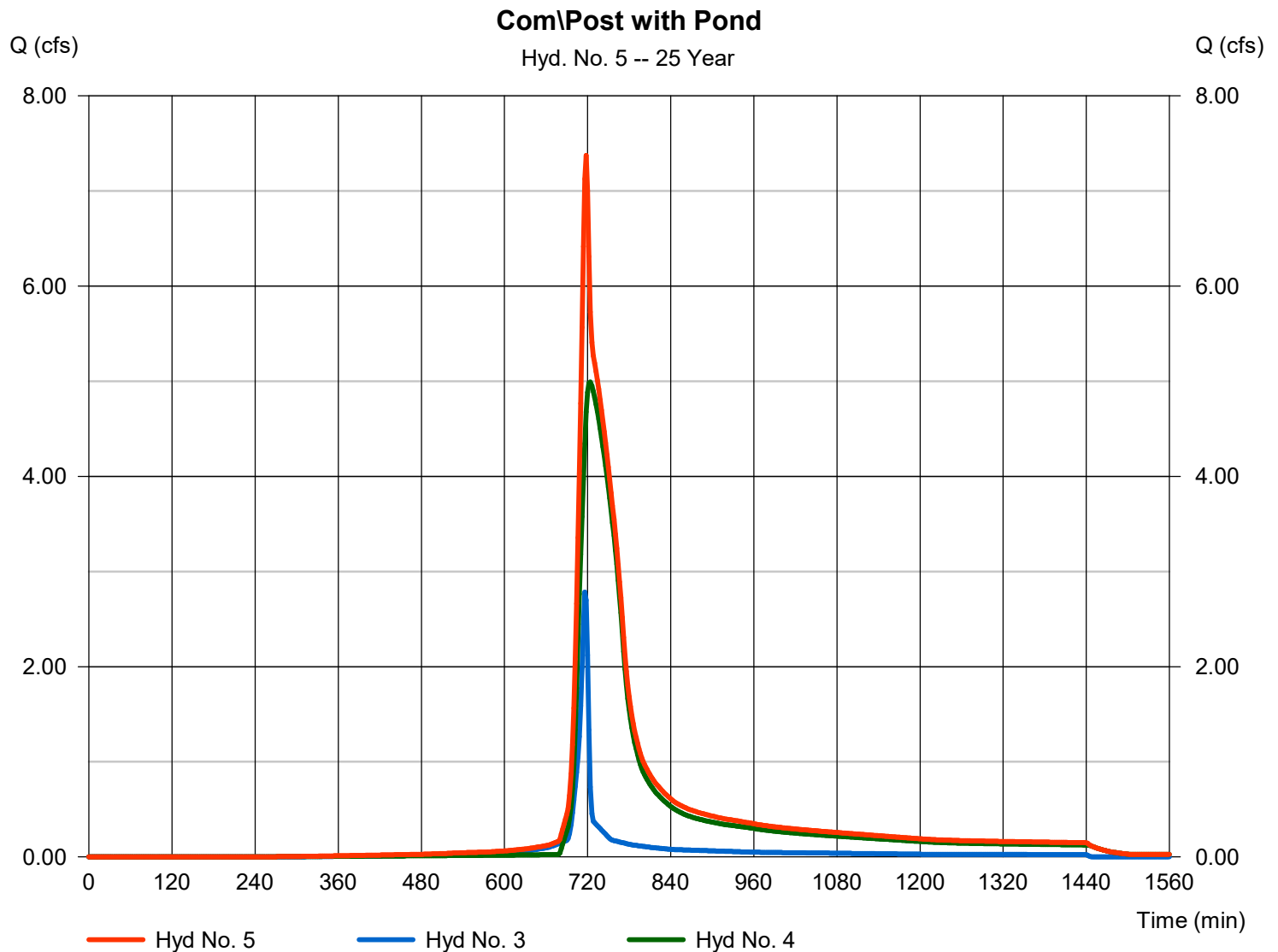
Thursday, 09 / 2 / 2021

Hyd. No. 5

Com\Post with Pond

Hydrograph type = Combine
Storm frequency = 25 yrs
Time interval = 2 min
Inflow hyds. = 3, 4

Peak discharge = 7.376 cfs
Time to peak = 718 min
Hyd. volume = 39,112 cuft
Contrib. drain. area = 0.360 ac



Hydrograph Summary Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2021

Hyd. No.	Hydrograph type (origin)	Peak flow (cfs)	Time interval (min)	Time to Peak (min)	Hyd. volume (cuft)	Inflow hyd(s)	Maximum elevation (ft)	Total strge used (cuft)	Hydrograph Description
1	SCS Runoff	12.48	2	728	46,293	-----	-----	-----	Existing
2	SCS Runoff	20.10	2	716	45,496	-----	-----	-----	Post to Pond
3	SCS Runoff	3.753	2	716	8,045	-----	-----	-----	Post to Off-Site
4	Reservoir	9.910	2	722	44,497	2	94.69	18,385	To Pond
5	Combine	11.69	2	722	52,542	3, 4	-----	-----	Com\Post with Pond
21-124 Hydrograph.gpw					Return Period: 100 Year			Thursday, 09 / 2 / 2021	

Hydrograph Report

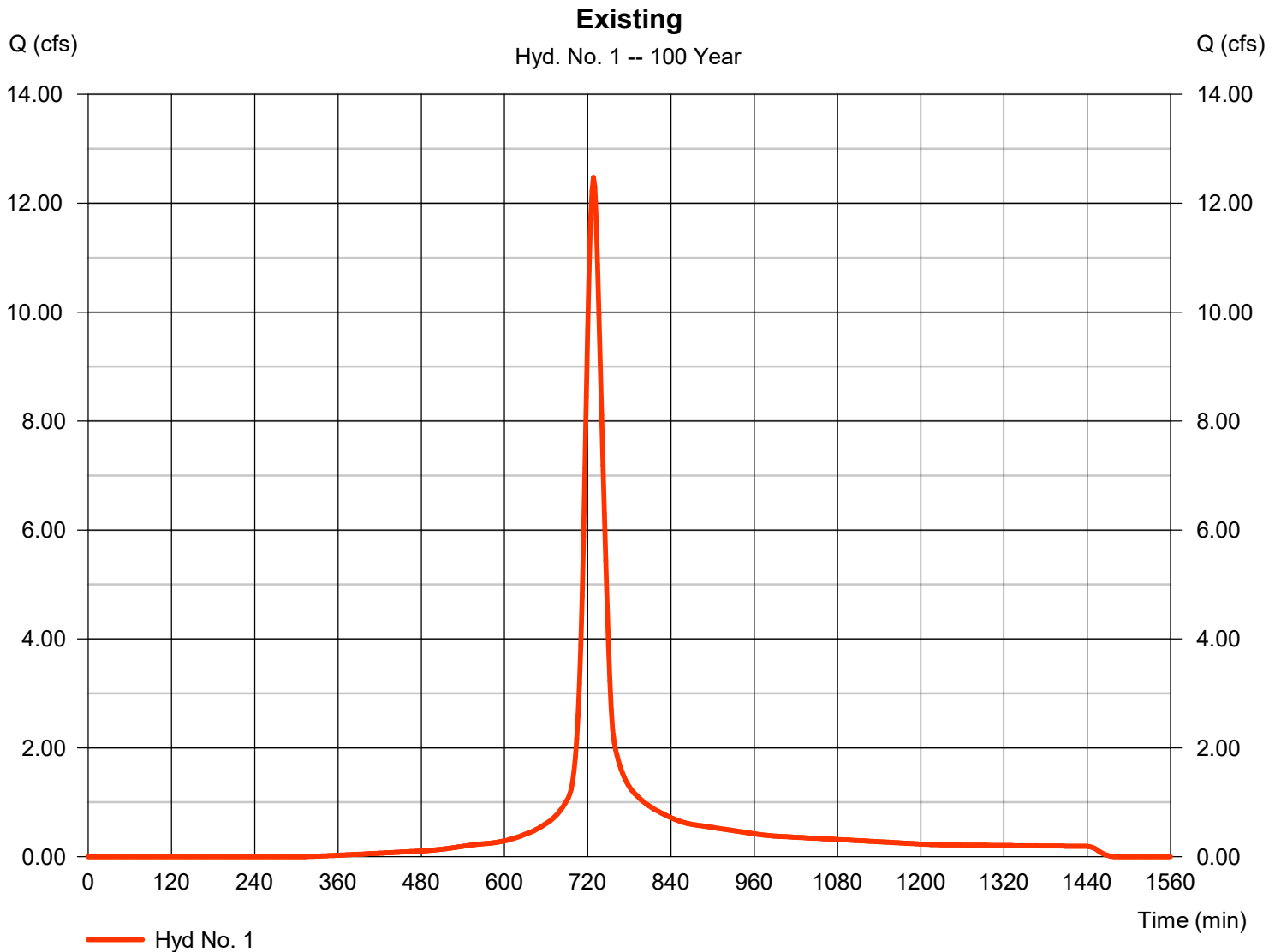
Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2021

Thursday, 09 / 2 / 2021

Hyd. No. 1

Existing

Hydrograph type	= SCS Runoff	Peak discharge	= 12.48 cfs
Storm frequency	= 100 yrs	Time to peak	= 728 min
Time interval	= 2 min	Hyd. volume	= 46,293 cuft
Drainage area	= 2.150 ac	Curve number	= 79.5
Basin Slope	= 0.0 %	Hydraulic length	= 0 ft
Tc method	= TR55	Time of conc. (Tc)	= 24.00 min
Total precip.	= 8.49 in	Distribution	= Type II
Storm duration	= 24 hrs	Shape factor	= 484



Hydrograph Report

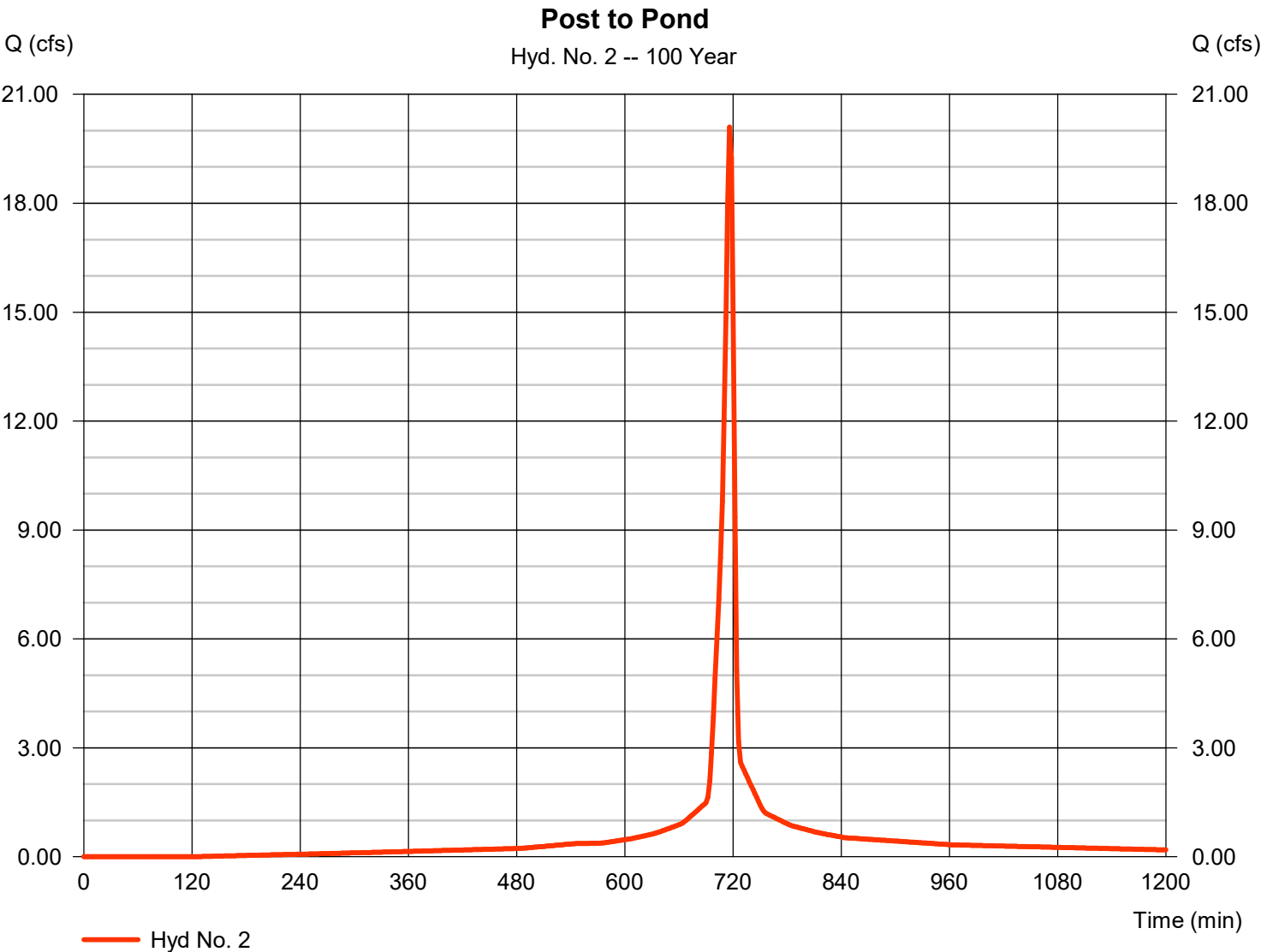
Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2021

Thursday, 09 / 2 / 2021

Hyd. No. 2

Post to Pond

Hydrograph type	= SCS Runoff	Peak discharge	= 20.10 cfs
Storm frequency	= 100 yrs	Time to peak	= 716 min
Time interval	= 2 min	Hyd. volume	= 45,496 cuft
Drainage area	= 1.790 ac	Curve number	= 91.5
Basin Slope	= 0.0 %	Hydraulic length	= 0 ft
Tc method	= User	Time of conc. (Tc)	= 5.00 min
Total precip.	= 8.49 in	Distribution	= Type II
Storm duration	= 24 hrs	Shape factor	= 484

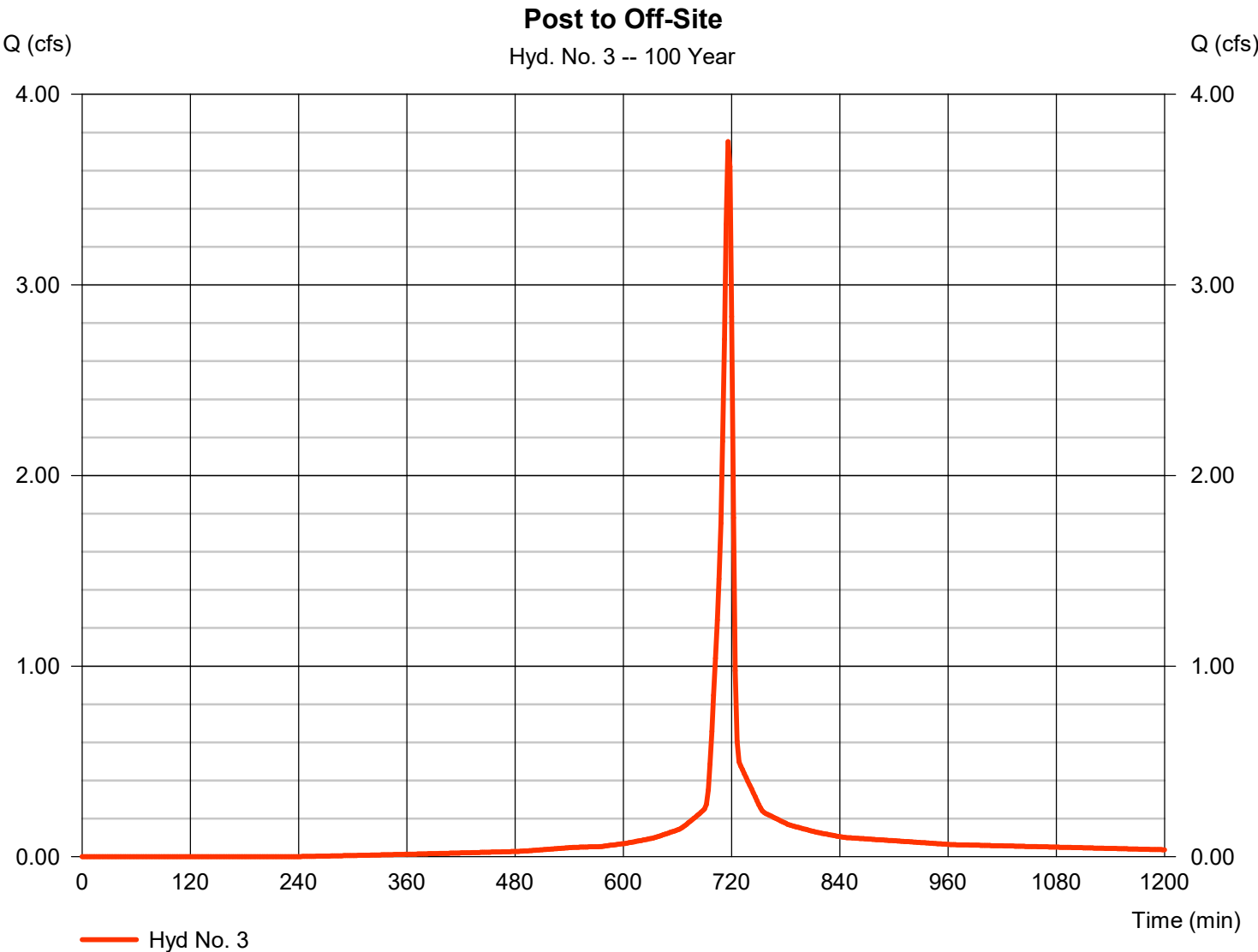


Hydrograph Report

Hyd. No. 3

Post to Off-Site

Hydrograph type	= SCS Runoff	Peak discharge	= 3.753 cfs
Storm frequency	= 100 yrs	Time to peak	= 716 min
Time interval	= 2 min	Hyd. volume	= 8,045 cuft
Drainage area	= 0.360 ac	Curve number	= 84
Basin Slope	= 0.0 %	Hydraulic length	= 0 ft
Tc method	= User	Time of conc. (Tc)	= 5.00 min
Total precip.	= 8.49 in	Distribution	= Type II
Storm duration	= 24 hrs	Shape factor	= 484



Hydrograph Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2021

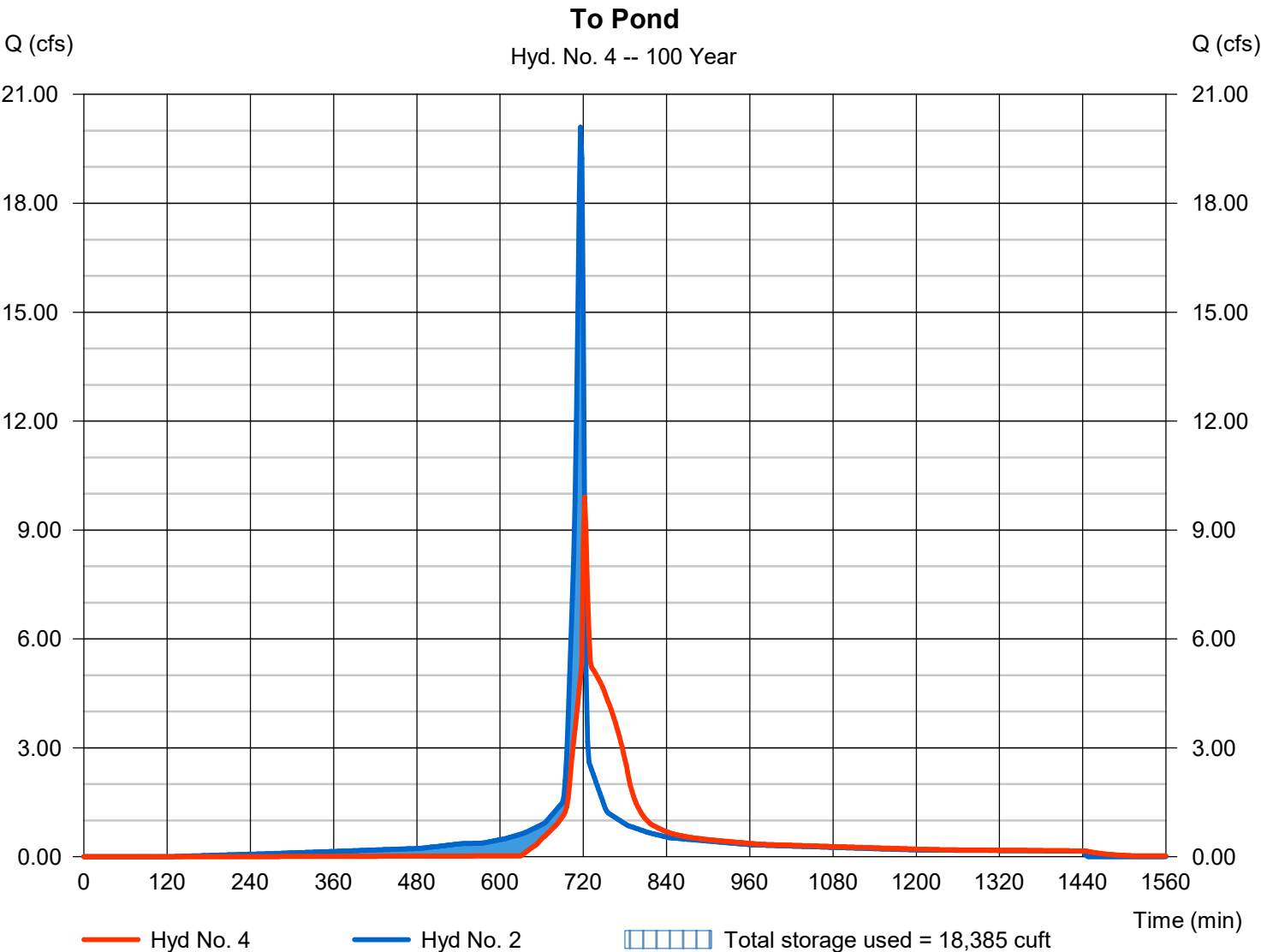
Thursday, 09 / 2 / 2021

Hyd. No. 4

To Pond

Hydrograph type	= Reservoir	Peak discharge	= 9.910 cfs
Storm frequency	= 100 yrs	Time to peak	= 722 min
Time interval	= 2 min	Hyd. volume	= 44,497 cuft
Inflow hyd. No.	= 2 - Post to Pond	Max. Elevation	= 94.69 ft
Reservoir name	= Pond	Max. Storage	= 18,385 cuft

Storage Indication method used.



Hydrograph Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2021

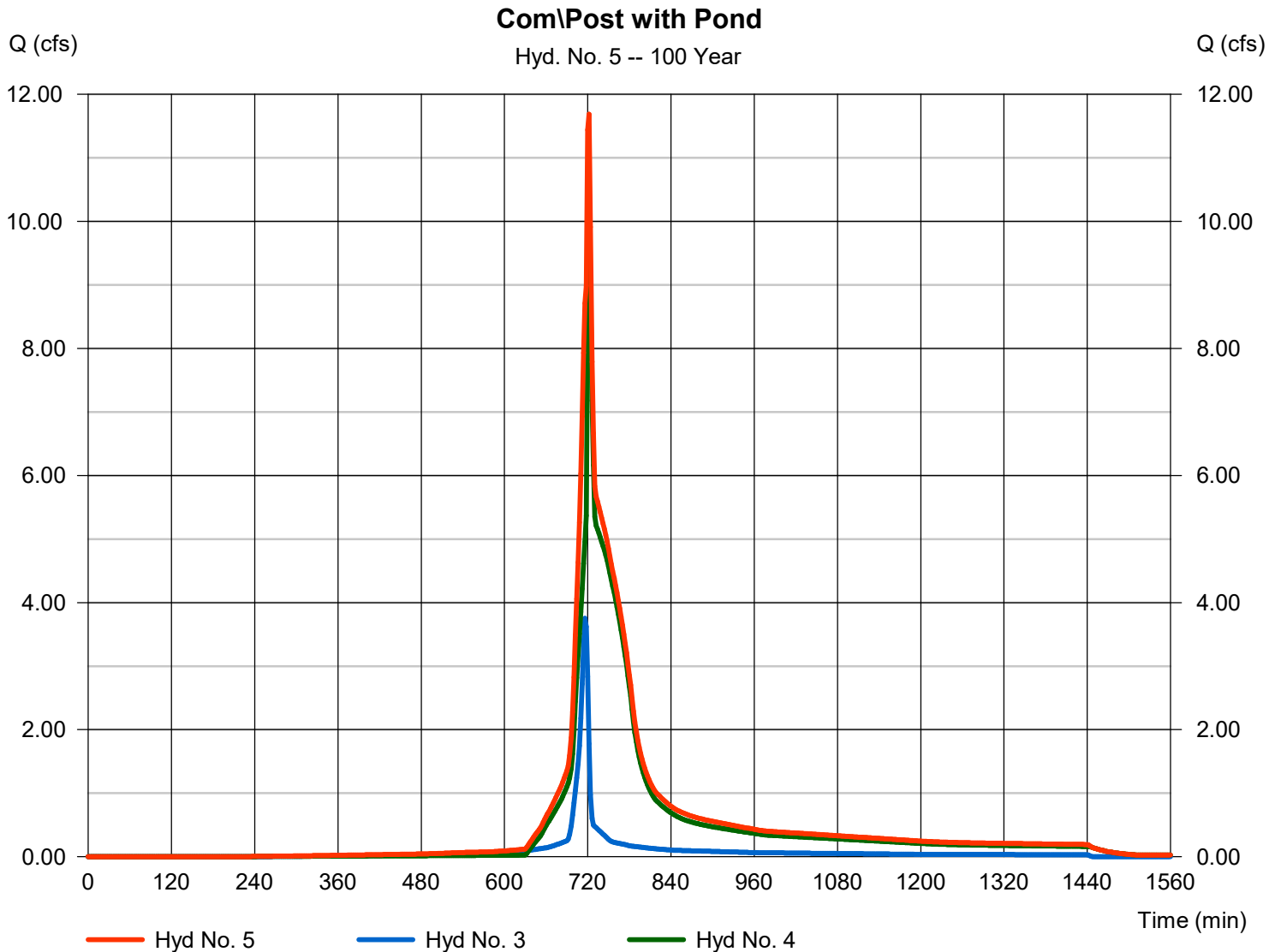
Thursday, 09 / 2 / 2021

Hyd. No. 5

Com\Post with Pond

Hydrograph type = Combine
Storm frequency = 100 yrs
Time interval = 2 min
Inflow hyds. = 3, 4

Peak discharge = 11.69 cfs
Time to peak = 722 min
Hyd. volume = 52,542 cuft
Contrib. drain. area = 0.360 ac





BARTLETT
ENGINEERING & SURVEYING, PC

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www.bartlett.us.com

September 3, 2021

Aaron Calloway, Planner
Cumberland County Planning & Inspections
Historic Courthouse
130 Gillespie Street
Fayetteville, NC 28301

Reference: Rezoning Application (A1 to C(P))
Case # P21-36
Additional Information Submittal
0473-38-6326
Cedar Creek Road (NC Hwy 53)
Bartlett Eng. Job # 21-124

Mr. Calloway:

Following the request to provide additional information at the August 16, 2021, Commissioner's Meeting, and the subsequent meeting with planning staff held on August 25, 2021, enclosed for your review and distribution to Staff and the Board of Commissioners are the following items:

- PDF copy of the Preliminary Stormwater Report
- Letter of Consent from the Property Owner
- Preliminary Site Exhibit depicting area to be disturbed & undisturbed

The attached Preliminary Stormwater Report provides the summary, calculations and exhibits for how this development will be designed to actually reduce the peak flow discharge up to the 100-year storm event, effectively reducing the existing impact to the downstream areas.

The attached Preliminary Site Exhibit demonstrates the fact that all area outside of the proposed disturbance limits for this project will remain undisturbed, undeveloped open space due to property configuration, access, unacceptable soils for septic, buffers, possible wetland, or a combination of these items.

Our intention is to be placed on the Monday September 20, 2021, Board of Commissioners Agenda and we hereby respectfully request, as the Project Applicant, that we be permitted time to address any questions the Board may have in regard to the information submitted herewith.

Should you have any questions or require additional information, please do not hesitate to call me.

Respectfully,

A handwritten signature in blue ink, appearing to read "Steve Oliverio", is written over the typed name.

Steve Oliverio

Enclosures



PLANNING AND INSPECTIONS DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 20, 2021

TO: BOARD OF COUNTY COMMISSIONERS

FROM: CUMBERLAND COUNTY JOINT PLANNING BOARD

DATE: 9/9/2021

SUBJECT: CASE P21-31

BACKGROUND

Case P21-31: Rezoning 25 acres +/- ac from RR Rural Residential District to R7.5 Residential /CZ Conditional Zoning District up to 77 lots with zero lot line development or a more restrictive zoning district, located south of Clinton Road, west of Forte Road, Nicholas, Brad, John, and David Hancock (owners).

RECOMMENDATION / PROPOSED ACTION

Planning Board Action: Recommended approval of the rezoning request from RR Rural Residential District to R7.5 Residential District/Conditional Zoning for up to 77 Lots Zero Lot Line Subdivision at the July 20, 2021 meeting for the reasons stated and as fully reflected in the minutes of the Planning Board Meeting which are incorporated herein by reference.

Staff Recommendation: In Case P21-31, the Planning and Inspections staff recommends approval of the rezoning request from RR Rural Residential District to R7.5 Residential District/Conditional Zoning for up to 77 Lots Zero Lot Line Subdivision and finds: a) The approval is an amendment to the adopted, current Stedman Area Land Use Plan (2020); and that the Board of Commissioners should not require any additional request or application for amendment to said map for this request; b) The R7.5 Residential District/Conditional Zoning Zero Lot Line subdivision conceptual plan proposal would allow a density and lot size that would be comparable to high density suburban residential and compatible to the surrounding area and zoning; c) Furthermore, the requested conditional zoning will ensure a subdivision plan proposal with recommended conditions that will be in harmony with surrounding existing land uses and zoning.

If the Board of Commissioners wishes to follow the recommendation of the Planning Board in this case, the following motion is appropriate:

MOTION:

For Case P21-31, I move to approve the rezoning request from RR Rural Residential District to R7.5 Residential/CZ Conditional Zoning allowing up to 77 lots Zero Lot Line Subdivision and find the approval:

- a. Requires an amendment to the currently adopted Stedman Area Land Use Map; and that the Board of Commissioners should not require any additional request or application for amendment to said map.
- b. The conceptual plan proposal would allow a density and lot size that would be comparable to lots in the surrounding area and zoning.
- c. Furthermore, the requested conditional zoning will ensure a subdivision plan proposal with recommended conditions that help mitigate any compatibility concerns with the existing land uses and surrounding zoning.

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

MOTION:

For Case P21-31, I move to deny the rezoning request from RR Rural Residential District to R7.5 Residential/CZ Conditional Zoning for up to 77 lot Zero Lot Line Subdivision and find the request not consistent with the Stedman Area Land Use Plan. Denial of the request is reasonable and in the public interest because _____.

ATTACHMENTS:

Description

Action Memo

Type

Backup Material

Amy H. Cannon
County Manager

Tracy Jackson
Assistant County Manager



Rawls Howard
Director

David Moon
Deputy Director

Planning & Inspections Department

AUGUST 5, 2021

MEMO TO: Cumberland County Board of Commissioners

FROM: Cumberland County Joint Planning Board

SUBJECT: **Case P21-31:** Rezoning 25 acres +/- ac from RR Rural Residential District to R7.5 Residential /CZ Conditional Zoning District up to 77 lots with zero lot line development or a more restrictive zoning district, located south of Clinton Road, west of Forte Road, Nicholas, Brad, John, and David Hancock (owners).

ACTION: Recommended approval of the rezoning request from RR Rural Residential District to R7.5 Residential District/Conditional Zoning for up to 77 Lots Zero Lot Line Subdivision at the July 20, 2021 meeting for the reasons stated and as fully reflected in the minutes of the Planning Board Meeting which are incorporated herein by reference.

MINUTES OF JULY 20, 2021

Mr. Shinas presented the case information and photos.

In Case P21-31, the Planning and Inspections staff **recommends approval** of the rezoning request from RR Rural Residential District to R7.5 Residential District/Conditional Zoning for up to 77 Lots Zero Lot Line Subdivision and finds: a) The approval is an amendment to the adopted, current Stedman Area Land Use Plan (2020); and that the Board of Commissioners should not require any additional request or application for amendment to said map for this request; b) The R7.5 Residential District/ Conditional Zoning Zero Lot Line subdivision conceptual plan proposal would allow a density and lot size that would be comparable to high density suburban residential and compatible to the surrounding area and zoning; c) Furthermore, the requested conditional zoning will ensure a subdivision plan proposal with recommended conditions that will be in harmony with surrounding existing land uses and zoning.

Mr. Moon added that the future land use designation is shown as open space surrounding the property a majority of the land use assigned to adjacent and nearby properties is high density residential in discussions with the Comprehensive Planning Division it was their belief that it was approved this way in the Comprehensive Plan.

Public comment opened.

There was one person signed up to speak in favor.

Mr. Nicholas Hancock said he was available for questions.

Mr. Stewart asked Mr. Hancock about his request for R7.5.

Mr. Hancock said that originally, they asked for R10, and they were advised by staff that since this is not in the Town of Stedman, R10 is not approved zoning in the County, so we were asked to reapply for R7.5.

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Mr. Crumpler asked about the size of the lots.

Mr. Hancock said of the interior lots there are only three that fall into the 7,500 square foot range, the perimeter lots are 9,000 - 12,000 square feet.

Mr. Crumpler said that they truly are at R10 if it were an option.

Mr. Moon said there is no longer an R10 option, the only options are RR or R7.5.

Mr. Crumpler asked how the Town of Stedman felt about this.

Mr. Stewart said he didn't think the Town of Stedman knew exactly what they wanted to do, but the town board was in favor of them doing something with the land.

Mr. Lloyd asked if this was compliant with the plan.

Mr. Moon said the request was not consistent with the land use plan. We have to go by what is on the future plan which is open space, and it is surrounded by medium density residential.

Public comment closed.

In Case P21-31, Mr. Williams made a motion, seconded by Mrs. Moody to recommend approval of the rezoning request from RR Rural Residential District to R7.5 Residential District/Conditional Zoning for up to 77 Lots Zero Lot Line Subdivision and finds: a) The approval is an amendment to the adopted, current Stedman Area Land Use Plan (2020); and that the Board of Commissioners should not require any additional request or application for amendment to said map for this request; b) The R7.5 Residential District/ Conditional Zoning Zero Lot Line subdivision conceptual plan proposal would allow a density and lot size that would be comparable to high density suburban residential and compatible to the surrounding area and zoning; c) Furthermore, the requested conditional zoning will ensure a subdivision plan proposal with recommended conditions that will be in harmony with surrounding existing land uses and zoning. The motion passed with Mr. Burton, Mr. Baker, and Mr. Stewart voting in opposition.

First Class and Record Owners' Mailed Notice Certification

A certified copy of the tax record owner(s) of the subject and adjacent properties and their tax record mailing address is contained within the case file and is incorporated by reference as if delivered herewith. The record owners' certified receipt of notice is also included.

REQUEST

Rezoning RR to R7.5/CZ

Applicant requests a rezoning of approximately 25.00 +/- acres located south of Clinton Road and west of Forte Road from RR Rural Residential District to R7.5 Residential/CZ Conditional Zoning District for up to 77 lots Zero Lot Line Subdivision. This would increase the allowed density from 1 unit per 20,000 square feet to 1 unit per 7,500 square feet. This is a conditional rezoning with conditions proposed and a conditional use subdivision plan required. (The required subdivision plan is shown in Exhibit "E" of the Staff Report and the conditions of approval are in Exhibit "F".)

PROPERTY INFORMATION

OWNER/APPLICANT: Nicholas Hancock, Brad Hancock, Johnny Hancock, and David Hancock (owners)

ADDRESS/LOCATION: Located south of Clinton Road, west of Forte Road. Refer to Exhibit "A", Site Location. REID number: 0486704439000.

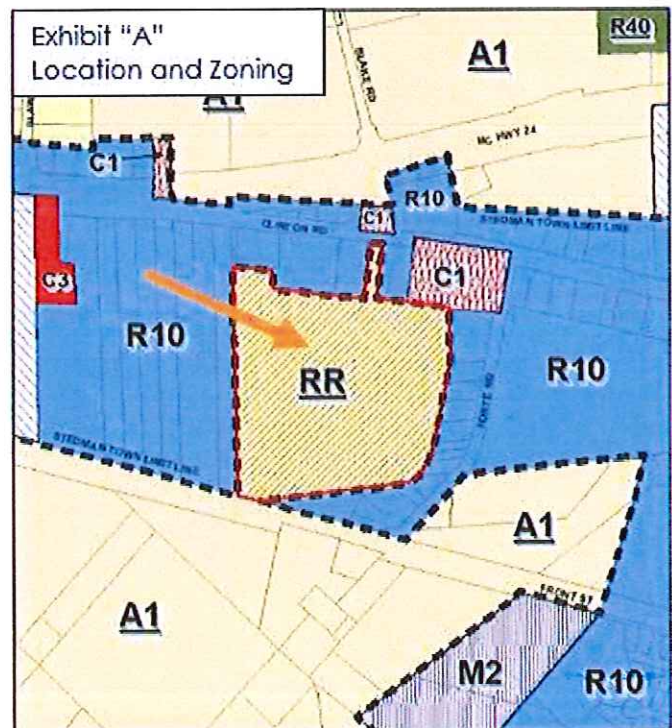
SIZE: 25+/- acres within one parcel. The property has approximately 62+/- feet of street frontage along south side of Clinton Road. The property has a depth of about 1,250 feet at its furthest extent.

EXISTING ZONING: The property is zoned RR Rural Residential District. This district is intended for traditional rural use with lots of 20,000 square feet or above. The principal use of the land is for suburban density residential, including manufactured housing units, and agricultural purposes. These districts are intended to ensure that residential development not having access to public water supplies and dependent upon septic tanks for sewage disposal will occur at a sufficiently low density to provide for a healthful environment.

EXISTING LAND USE: The parcel is vacant and wooded. Exhibit "B" shows the existing use of the subject property.

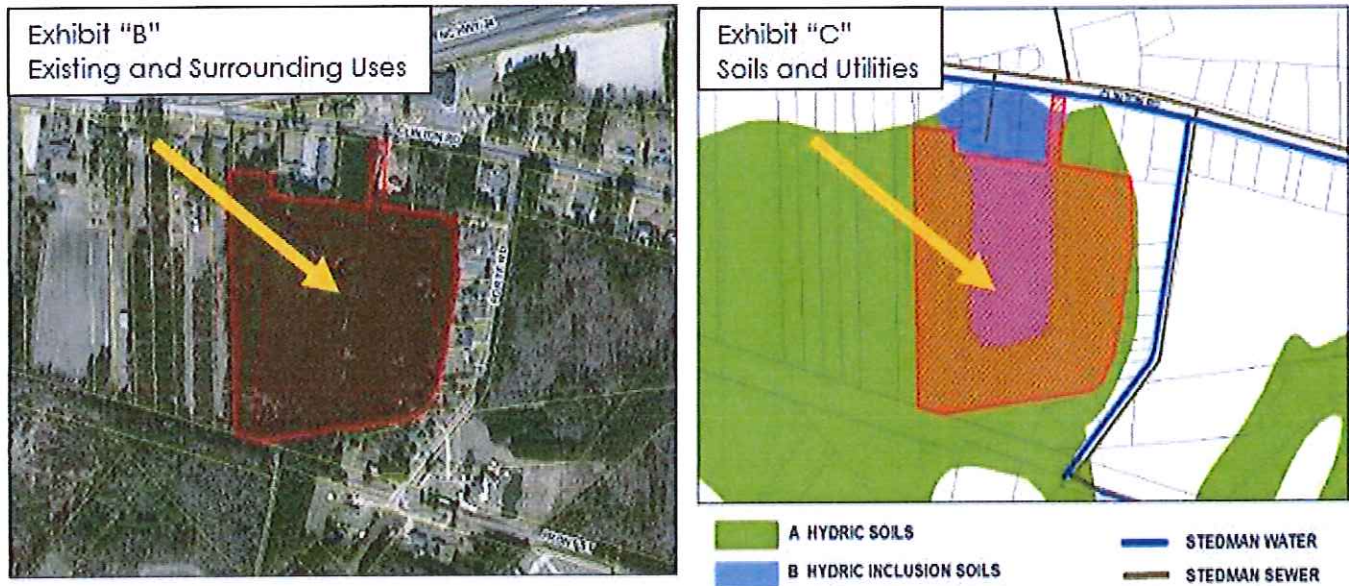
SURROUNDING LAND USE: Exhibit "B" illustrates the following:

- North: Single family and multifamily residences. Across Clinton Road is a church.
- East: Single family residences.
- West: A single family residence is developed on the north side of the parcel. Most of the parcel is vacant and semi-wooded.
- South: Vacant and wooded parcel.



OTHER SITE CHARACTERISTICS: The site is not located in a Watershed or a Special Flood Hazard Area. The subject property, as delineated in Exhibit "C" illustrates the presence of hydric or hydric inclusion soils.

DEVELOPMENT REVIEW: Subdivision review will be required prior to any division of land.



DIMENSIONAL PROVISIONS FOR REQUESTED DISTRICT:

Minimum Standard	RR (Existing Zoning)	R7.5 (Proposed)
Front Yard Setback	30 feet	30 feet
Side Yard Setback	15 feet	5 feet (Zero Lot Line)
Rear Yard Setback	35 feet	35 feet/ 5 feet on interiors
Lot Area	20,000 sq. ft.	7,500 sq. ft.
Lot Width	100'	75'

COMPREHENSIVE PLANS: Located in the Stedman Area Land Use Plan Area (adopted in 2020), the subject property is designated as Open Space, (defined as land used for recreation, natural resource protection and buffer areas.), as shown within Exhibit "D". The Open Space designation, in the Stedman Area Land Use Plan Area, calls for associated zoning district CD Conservancy District. **Request is not consistent with the adopted land use plan.** However, this request is consistent with the surrounding development, high densities, and uses, particularly within proximity to the Town of Stedman.



IMPACTS ON LOCAL INFRASTRUCTURE AND/OR FACILITIES

UTILITIES: PWC water and sewer utilities are available. It is the applicant's responsibility to determine if these utilities will serve their development. Applicant must contact Town of Stedman. Utilities for water and sewer are shown on Exhibit "C".

TRAFFIC: The subject property sits on Gabe Smith Road and is identified as a local road in the Metropolitan Transportation Plan. According to Fayetteville MPO, no construction projects are planned, and the subject property will have no impact on the Transportation Improvement Plan.

SCHOOLS CAPACITY/ENROLLMENT:

School	Capacity	Enrollment
Stedman Prim	200	102
Stedman Elem	300	275
Mac Williams Mid	1270	1076
Cape Fear High	1425	1400

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

EMERGENCY SERVICES: Cumberland County Fire Marshal's office has reviewed the request and stated ensure that all fire department access roads requirements are met in accordance with the NC 2018 Fire Code, where required.

SPECIAL DISTRICTS: The property is not located within the Fayetteville Regional Airport Overlay District or within five miles of Fort Bragg Military Base.

CONDITIONS OF APPROVAL: As the rezoning request is for Conditional Zoning, Exhibit "F" includes conditions that the property must meet through an approved site plan, site development, and use of the property should this request be approved.

CODE DEVIATIONS: The applicant has requested that the proposed subdivision to be allowed to deviate from the districts side setback requirements with zero lot line development. The Applicant is proposing 57,295 sq. ft. combination common area/ storm water pond. Per the lot-to-common area ratio found in Section 2308 (A) of the Cumberland County Subdivision Ordinance, the proposed development would require 61,600 sq. ft. to meet minimum requirements.

STAFF RECOMMENDATION

In Case P21-31, the Planning and Inspections staff **recommends approval** of the rezoning request from RR Rural Residential District to R7.5 Residential District/Conditional Zoning for up to 77 Lots Zero Lot Line Subdivision and finds:

- The approval is an amendment to the adopted, current Stedman Area Land Use Plan (2020); and that the Board of Commissioners should not require any additional request or application for amendment to said map for this request.
- The R7.5 Residential District/ Conditional Zoning Zero Lot Line subdivision conceptual plan proposal would allow a density and lot size that would be comparable to high density suburban residential and compatible to the surrounding area and zoning.
- Furthermore, the requested conditional zoning will ensure a subdivision plan proposal with recommended conditions that will be in harmony with surrounding existing land uses and zoning.

Attachments:
Notification Mailing List
Zoning Application

EXHIBIT "F"
DRAFT CONDITIONS OF APPROVAL

R7.5 RESIDENTIAL/CZ CONDITIONAL ZONING DISTRICT

CASE P21-31

Ordinance Related Conditions Up to 77 Lot Zero Lot Line Subdivision

Pre- Permit Related:

1. A recorded plat is required prior to permit application, see Plat-Related conditions below. [Sec. 4-8(b)(7), County Code]
2. The Current Planning Section must approve the individual plot plan for each lot prior to permit application. (Sec. 2402, County Subdivision Ord.)
3. Prior to permit application, the developer must provide to the Code Enforcement Section documentation of NC Department of Environmental Quality Division of Energy, Mineral and Land Resources' (NCDEQ DEMLR) approval of the Sedimentation and Erosion control plan for this project. NCDEQ DEMLR requires a Sedimentation and Erosion control plan be submitted and approved 30 days prior to land disturbing activities if said land disturbing activity will exceed one acre.

If a plan is not required, per 15ANCAC 04B.0105 "Person conducting land disturbing activity shall take all reasonable measures to protect public and private property from damage cause by such activities." Sedimentation and erosion control measures will need to be installed to protect adjacent properties. [Sec. 4-8(b)(6), County Code; originally under County jurisdiction relinquished to NCDEQ around 2000]

4. The development shall connect to the central water and sewer systems available to it. No certificate of occupancy shall be issued until central water and sewer area available. On-site septic tanks are not allowed.

Permit-Related:

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

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

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

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

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

[§ 136-18(29), NCGS]

8. The developer must formally notify the NC Department of Transportation once construction of the public streets is complete and initiate the process of transferring the responsibility of road maintenance to the NCDOT. If application to the NCDOT District Engineer has not been formally submitted by the time building permits have been issued for 80% of the lots shown on the preliminary plan, no additional building permits can be issued until the NCDOT District Engineer notifies this department of the receipt of the application. (Sec. 2304.B.2, County Subdivision Ordinance & Sec. 107, County Zoning Ord.)
9. New development where the developer will disturb or intends to disturb more than one acre of land is subject to the Post-Construction Stormwater Management Permitting Program (Phase II Stormwater Management Requirements) administered by the Department of Energy, Minerals and Land Resources, NC Department of Environmental Quality (DEMLR NCDEQ). If one acre or more of land is to be disturbed, a copy of the State's *Post-Construction Permit* must be provided to County Code Enforcement prior to the issuance of the Certificate of Occupancy. (Note: If any retention/detention basins are required for state approval of this plan, three copies of a revised plan (and \$25/\$50 revision fee) must be submitted and approved by Planning & Inspections.) (Sec. 2306.D, County Subdivision Ord. & 2006-246, NC Session Law)
10. The County Health Department must approve water plans. Lots not served by public water system is required to be large enough and of such physical character to comply with the Health Department's minimum standards. A copy of the Health Department approval must be provided to Code Enforcement. (Note: All Health Department requirements must be met prior to issuance of final permits.) (Sec. 2306 A, County Subdivision Ord. & Sec. 1101.E, County Zoning Ord.)
11. Prior to application for the Certificate of Occupancy for the building or site, a Watershed Occupancy Permit must be issued for each lot/tract within this development. (Section 31A-29, County Watershed Ord.)
12. The building final inspection cannot be accomplished until a Code Enforcement Officer inspects the site and certifies that the site is developed in accordance with the approved plans. (Sec. 107.B, County Zoning Ord.; & Secs. 2005 & 2007 County Subdivision Ord.)

Site-Related:

13. All uses, dimensions, setbacks and other related provisions of the County Subdivision and Development Ordinance, and County Zoning Ordinance for the R7.5 Residential/CZ Conditional Zoning must be complied with, as applicable, and as appearing with the conceptual subdivision plan appearing in Exhibit "A". Any conditions set forth herein this ordinance shall supersede the Zoning and Subdivision Code. If not specifically addressed within this Ordinance, all requirements of the Zoning and Subdivision Codes shall be met.
14. Stub out between lots 38 and 39 for future tie shall be eliminated and pulled into lot area for abutting lots.
15. All corner lots and lots fronting more than one street must provide front yard setbacks from each street. (Secs. 1101.G & 1102.B, County Zoning Ord.)

16. This conditional approval is not approval of any freestanding signs. If a freestanding sign is desired, re-submittal of the site plan is required prior to application for any freestanding sign permits. Attached signage for this development must be in accordance with the applicable sign regulations as set forth in Article XIII of the County Zoning Ordinance and that the proper permit(s) must be obtained prior to the installation of any permanent signs on the property. (Note: This conditional approval is **not** approval of the size, shape, or location of any signs.) (Art. XIII, County Zoning Ord.)
17. For any new development, an adequate drainage system must be installed by the developer in accordance with the NC Department of Environmental Quality (NCDEQ) *Manual on Best Management Practices* and all drainage ways must be kept clean and free of debris. (Section 2307.A, County Subdivision Ord.)
18. For new development, all utilities, except for 25kv or greater electrical lines, must be located underground. (Section 2306.C, County Subdivision Ord.)
19. In the event a stormwater utility structure is required by the NC Department of Environmental Quality (NCDEQ), the owner/developer must secure the structure with a four foot high fence with a lockable gate, and is required to maintain the detention/retention basin, keeping it clear of debris and taking measures for the prevention of insect and rodent infestation. (Sec. 1102.O, County Zoning Ord.)
20. This review does not constitute a "subdivision" approval by NC Department of Transportation (NCDOT). A separate submittal to NCDOT will be required prior to consideration for addition to the system of any street within this development. (Sec. 2304B, County Subdivision Ord.)
21. The NC Department of Transportation's (NCDOT) approval of the street plans is required and the street(s) are required to be constructed to the NCDOT standards for secondary roads. (Sec. 2304B, County Subdivision Ord. & NCGS § 136-102.6). If buildings permits are issued by Cumberland County prior to NCDOT acceptance of the streets, the developer is responsible that roads shall meet conditions suitable for safe passage for vehicles used by County inspection personnel. The County Building Official may delay inspections if determined that road conditions do not provide safe passage for vehicles used by County inspectors.
22. Turn lanes may be required by the NC Department of Transportation (NCDOT). [Art. XIV, County Zoning Ord. & NCGS § 136-18(5) & § 136-93]

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

23. All lots within this development are required to be served by an internal street system. (Sec. 2001, County Subdivision Ord. & Sec. 101, County Zoning Ord.)
24. All lighting is required to be directed internally within this development and comply with the provisions of Section 1102 M, Outdoor Lighting, County Zoning Ordinance.
26. The subdivision plan must provide an internal access tract to the stormwater tract at the northeast portion of the subdivision, allowed the HOA the ability to access the stormwater facility.
27. Site-Specific Development Standards. List or include in Exhibit "B"

Plat-Related:

25. The developer is required to submit to the Current Planning Section either one set of a hard copy or one set of a pdf email copy to the County's Current Planning Manager the following documents:

- a. One copy of proposed covenants, by-laws and articles of incorporation for the proposed development designating responsibility for the common area by the owners' association for the development;
- b. One copy of the deeds proposed for recordation conveying all common area to the proposed owners association;
- c. One copy of any proposed supplemental covenants if the proposed development is to be submitted for final approval in phases; and
- d. One copy of each proposed final plat prior to the submission for final approval – can be a phase of the approved development or the complete development as approved.

These documents must be approved by the County Attorney prior to the sale of or submission for final plat approval of any lot or unit within this development. (Sec. 2402.G., County Subdivision Ord.)

Note: A copy of the recorded deed or deeds conveying all common area to the owners' association as shown on each plat must be provided to the Current Planning prior to submission for approval for recordation of the next succeeding phase/section of this development.

- 26. All internal streets will require approved street names prior to approval of the final plat. Please contact County Location Services for the process of obtaining an approved street name.
- 27. The street name signs, in compliance with the County Street Sign Specifications, must be installed prior to final plat approval. The developer should contact Location Services for inquiries regarding the County's policy for street sign installation or, if the sign is commissioned from a private source, to schedule an inspection of the street sign(s). The Current Planning Section must receive notice of agreement with the Location Services Section for sign installation or of satisfactory inspection prior to the approval of the final plat. Sec. 4-171, County Code)
- 28. The developer is opting to provide park, recreation or open space area (common area) on-site; therefore, when phasing a development all common area must be recorded prior to the recording of the first phase or section of the development or the common area must be recorded incrementally, ensuring that a minimum of 800 square feet of land area is recorded as common area for each lot included, on the final plat.
- 29. The builder/developer must provide the buildable envelopes on the final plat. At the time of permit application, the individual plot plans must demonstrate a minimum five-foot side yard setback.
- 30. Any/All easements must be reflected on the final plat and labeled as to type of easement, reference number for document creating the easement, and the name of the agency, individual, etc. who holds the easement.
- 31. All lots within this development must be served by an internal street system and a "no access" easement must be reflected on the final plat along Clinton Road for all lots or common areas abutting the highway.
- 32. A minimum 10' x 70' sight distance easement is required at the intersection of all internal streets and abutting streets and must be reflected on the final plat unless another standard is required by NCDOT.
- 33. A 25' right-of-way radius is required at all intersections and must be reflected on the final plat. (Section 2304.10.c, Street Design, County Subdivision and Development Ordinance)

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

34. The NC Department of Transportation (NCDOT) stamp must be affixed to the final plat prior to submission for final plat approval by the Current Planning Section.

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

35. The notarized signature(s) of all current tax record owner(s) and notary certifications appear on the final plat when submitted for final approval. (Section 2503 D, Certificate of Ownership and Dedication, County Subdivision and Development Ordinance)
36. The developer is reminded that the improvements must be in place or that final plat approval will only be granted in accordance with Section 2502 B, C, or D, Final Plat – Guarantees of Improvements, County Subdivision and Development Ordinance. (Note: Once the improvements are in place, the developer is responsible for contacting Jeff Barnhill to schedule an inspection of the improvements.)
37. The final plat must be submitted to the Current Planning Section for review and approval for recording with the County Register of Deeds, and the plat must be recorded prior to any permit application for any structure and/or prior to the sale of any lot or unit within this development.
38. The developer should be aware that any addition and/or revision to this plat may require an additional review and approval by the Planning & Inspections Department prior to submission for final plat approval of any portion of this development.

Plat-Required Statements:

39. Because the streets in this development have been approved as "public" streets and the streets do not yet qualify for acceptance by the NC Department of Transportation to the State system for maintenance purposes, the following statement is required to be included on the final plat (Section 2504 E, County Subdivision and Development Ordinance):

"The streets shown on this plat though labeled as "public" – unless otherwise noted – have not been accepted by the NC Department of Transportation as of the date of this recording. Until such time that the streets are accepted and formally added to the State system, maintenance and liability of the streets are the responsibility of the developer and any future lot owner(s)."

Advisories:

40. The applicant is advised to consult an expert on wetlands before proceeding with any development.
41. Any revision or addition to this plan necessitates re-submission for review and approval prior to the commencement of the change.
42. The owner/developer is responsible for ensuring easements which may exist on the subject property are accounted for, not encumbered and that no part of this development is violating the rights of the easement holder.
43. The US Postal Service most likely will require this development to have centralized cluster boxes for postal service to each lot or unit. The developer is advised contact the US Postal Growth Coordinator for the Mid-Carolinas District to determine the appropriate location for the cluster boxes. If the cluster box location requires changes to the subdivision or site plan, a revised preliminary/plan must be submitted to the Planning & Inspections Department for review and approval.

44. This conditional approval is not to be construed to encompass all the applicable rules, regulations, etc. which must apply to this development. Other regulations, such as building, environmental, health and so forth, may govern the specific development. The developer is the responsible party to ensure full compliance with all applicable Federal, State, and local regulations.
45. The developer(s) and any future lot owners are responsible for the maintenance and upkeep of the streets until such time the streets are added to the State system by the NC Department of Transportation (NCDOT) for maintenance purposes. The developer is advised to give notice of the street status to any future lot owners in the event the lots are conveyed prior to the NCDOT's acceptance.
46. The HOA covenants should include a disclosure statement that road termini will be connected to other roads.

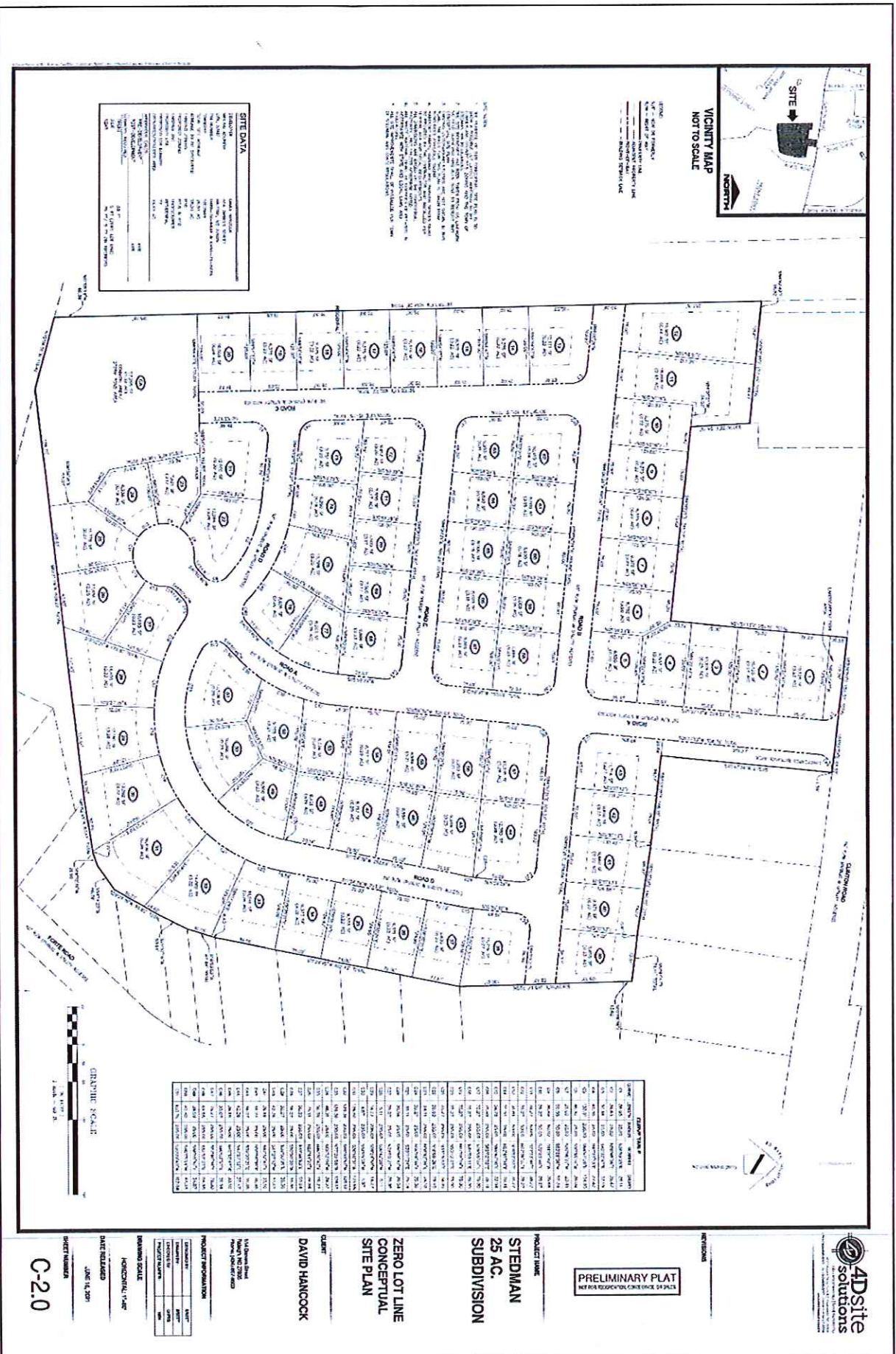
Other Relevant Conditions:

47. This conditional approval is contingent upon continued compliance with the County's Subdivision and Development Ordinance and Zoning Ordinance.

Stedman MIA


48. The subject site falls within the Stedman MIA. This conditional approval is contingent upon continued compliance with the Town of Stedman MIA applicable Subdivision development regulatory requirements.

EXHIBIT "A"
Case P21-31 Conditional Use Subdivision Plan



SITE DATA	
PROJECT NAME	STEDMAN 25 AC. SUBDIVISION
OWNER	DAVID HANCOCK
DATE	10/1/2010
SCALE	1" = 40' (PLAN)
DATE	10/1/2010
SCALE	1" = 40' (PLAN)
DATE	10/1/2010
SCALE	1" = 40' (PLAN)
DATE	10/1/2010
SCALE	1" = 40' (PLAN)
DATE	10/1/2010
SCALE	1" = 40' (PLAN)

LOT DATA	
LOT NO.	ACRES
1	0.10
2	0.10
3	0.10
4	0.10
5	0.10
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4dsite
solutions

PROJECT NAME
**STEDMAN
25 AC.
SUBDIVISION**

PRELIMINARY PLAT
NOT FOR REGISTRATION OR CONSTRUCTION PURPOSES

CLIENT
DAVID HANCOCK

CONCEPTUAL
SITE PLAN

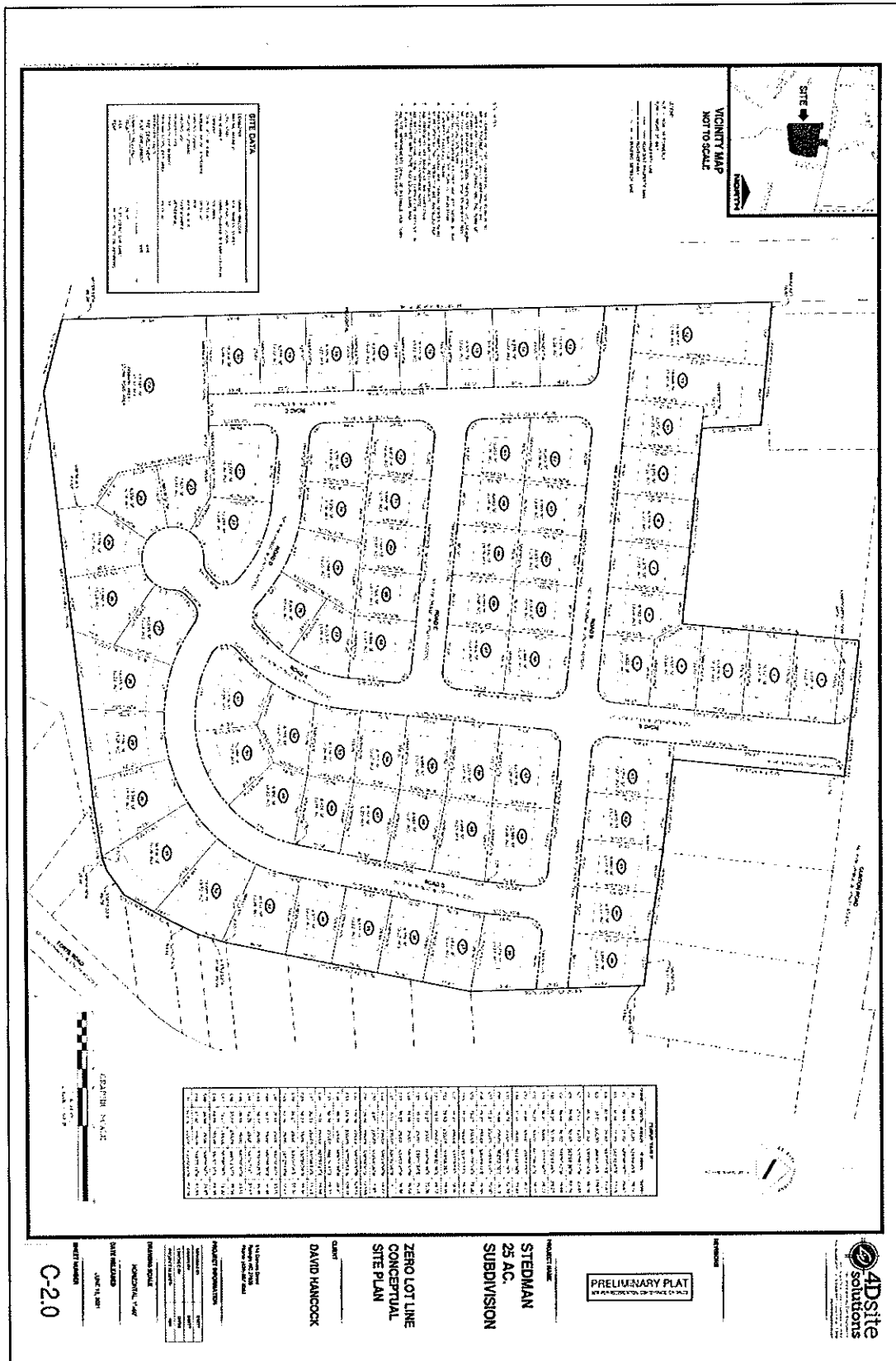
DRAWING SCALE
HORIZONTAL 1" = 40'

DATE RELEASED
JUNE 14, 2010

SHEET NUMBER
C-2.0

EXHIBIT "E" SUBDIVISION PLAN

(Full scale subdivision plan is available in the office of the Current Planning Division of the Planning & Inspections Department.)



ATTACHMENT – NOTIFICATION MAILING LIST

BLUE, CLARIS T
248 FORTE RD
STEDMAN, NC 28391

BROOKS, RAMELLE;BROOKS,
JASMINE D FORT
230 FORTE DR
STEDMAN, NC 28391

CASTRO, CALIXTO;CASTRO, CARMEN
238 FORTE RD
STEDMAN, NC 28391

CURRIE, MICHELLE R
190 FORTE RD
STEDMAN, NC 28391

DO, BRYAN;NGUYEN, LAN
905 MESCAL CT
FAYETTEVILLE, NC 28303

FORT, CHARLOTTE L
PO BOX 181
STEDMAN, NC 28391

FORT, MAVIS, JAMES;AUBREY, D
MCGILBERRY LIFE EST
1540 UNION PORT RD 2C
BRONX, NY 10462

FORT, PRENTIS S;FORT, WILLIE
PO BOX 181
STEDMAN, NC 29391

GRILLO, JOHN A
6814 CLINTON RD
STEDMAN, NC 28391

HORTON, WILLIAM D
6800 CLINTON RD
STEDMAN, NC 28391

JOHNSON, ADEL B
PO BOX 146
STEDMAN, NC 28391

KIRK, RAYMOND J
7209 FILLYAW RD
FAYETTEVILLE, NC 28303

MCGILBERRY, JO BELLE
1540 UNION PORT RD 2C
BRONX, NY 10462

MELENDEZ, CARLOS TORRES
178 FORTE RD
STEDMAN, NC 28391

O K RENTALS LLC
4702 CEDAR CREEK RD
FAYETTEVILLE, NC 28312

RESTORATION VILLAGE LLC,
HOWARD;AND IVA ATKINSON
1046 JORDAN RD
AUTRYVILLE, NC 28318

SMART, KATIE M
160 FORTE RD
STEDMAN, NC 28391

SPELL, OTIS M;SPELL, PEGGY A
130 FORTE RD
STEDMAN, NC 28391

WHITE, JUSTIN S
6904 CLINTON RD
STEDMAN, NC 28391

HANCOCK, NICHOLAS
935 KEN HANCKOCK LN
STEDMAN, NC 28391

HANCOCK, NICHOLAS;
BRAD;JOHN;AND DAVID
935 KEN HANCKOCK LN
STEDMAN, NC 28391

1st class

AYERS, ELEANOR HALL
PO BOX 61
STEDMAN, NC 28391

BRYANT, CHARLES DOUGLAS
SR;BRYANT, VIRGINIA W
114 DUNEDIN CT
CARY, NC 27511

BUNCE, DAVID BRIAN
6255 BLAKE RD
STEDMAN, NC 28391

CAIN, HARVEY JR
PO BOX 524
STEDMAN, NC 28391

CARTER, OSCAR M;CARTER, VIVIAN F
270 FORTE RD
STEDMAN, NC 28391

CEDAR CREEK MEDICAL SERVICES LLC
ATTN: CONTROLLER
PO BOX 2000
FAYETTEVILLE, NC 28302

CSX TRANSPORTATION INC TAX DEPT
500 WATER ST C910
JACKSONVILLE, FL 32202

ENTIN, AUDREY BUNCE;BUNCE, PAUL
ALEXANDER;HAROLD LEE;DONALD
STEPHEN;AND DAVID BRIAN
PO BOX 53943
FAYETTEVILLE, NC 28305

FAIRCLOTH, ODDIS;FAIRCLOTH,
VIRGINIA
PO BOX 485
STEDMAN, NC 28391

FIRST MISSIONARY BAPTIST CHURCH
INC
PO BOX 679
STEDMAN, NC 28391

FORT, DANIEL J HEIRS
275 FORTE RD
STEDMAN, NC 28391

FORT, LEWIS J;FORT, ANNIE O
740 ISAAC WEEKS RD
CLINTON, NC 28328

HAIRR, WILBERT W;HAIRR, ELEANOR
AYERS
6750 CLINTON RD
STEDMAN, NC 28391

JOHNSON, CALLIE
919 REXDALE ST
FAYETTEVILLE, NC 28301

JOHNSON, ELBERT L HEIRS
231 FORTE RD
STEDMAN, NC 28391

JOHNSON, JANICE BUNCE
PO BOX 146
STEDMAN, NC 28391

JONES, ANGELA JEANETTE
PO BOX 59
STEDMAN, NC 28391

JONES, MARTIN L JR;AND EMILY
JOHNSON
PO BOX 676
STEDMAN, NC 28391

KEETON, DAYMON L;AND JENNIFER L
6760 CLINTON RD
STEDMAN, NC 28391

KIRK, JAMES;AND SHIRLEY
4606 RUBY RD
FAYETTEVILLE, NC 28311

KIRK, LARRY;AND LORI ERWIN;WILLIE,
MAE WEST
1211 W HAMPTON DR
GREENSBORO, NC 27405

N C DEPT OF TRANSPORTATION
1546 MAIL SERVICE CTR
RALEIGH, NC 27699

PALMER, NELLIE EARLE
STRICKLAND;TAYLOR, RETTA
STRICKLAND;GILLIS, ELAINE SURLES;HILL,
RHONDA SURLES
PO BOX 293
STEDMAN, NC 28391

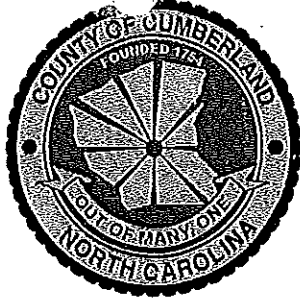
SCHROEDER, DEANNA LYNN;AND
STEVEN LEE
6770 CLINTON RD
STEDMAN, NC 28391

SECORD, JAMES R;SECORD, JAMESHA
6780 CLINTON RD
STEDMAN, NC 28391

WEST, WILLIE MAE;LARRY, KIRK
PO BOX 205
STEDMAN, NC 28391

3rd class

ZONING APPLICATION



County of Cumberland

Planning & Inspections Department

CASE n. P21-31

PLANNING BOARD

MEETING DATE: June 15th, 2021

DATE APPLICATION

SUBMITTED: May 10, 2021

RECEIPT #: 77371

RECEIVED BY: JB

APPLICATION FOR CONDITIONAL ZONING DISTRICT REZONING REQUEST CUMBERLAND COUNTY ZONING ORDINANCE

Upon receipt of this application (petition), the Planning and Inspections Staff will present to the Planning Board the application at a hearing. In accordance with state law and board's policy, a notice of the hearing will be mailed to the owners of the adjacent and surrounding properties, which may be affected by the proposed Conditional Zoning. In addition, a sign will be posted on the property.

The Planning Board will make a recommendation to the Cumberland County Board of Commissioners concerning the request. The Board of Commissioners will schedule a public hearing and issue a final decision on the matter. Generally, the Commissioners will hold the public hearing four weeks following the Planning Board meeting. The Conditional Zoning District is not effective until the request is heard and approval granted by the Board of Commissioners.

The following items are to be submitted with the completed application:

1. A copy of the recorded deed and/or plat,
2. If a portion of an existing tract is/are being submitted for rezoning, an accurate written legal description of only the area to be considered;
3. A copy of a detailed site plan drawn to an engineering scale, showing the location of all buildings, yard dimensions, driveways, fencing, lighting parking areas, landscaping, and all other pertinent data to the case; and
4. A check made payable to the "Cumberland County" in the amount of \$_____ (See attached Fee Schedule)

NOTE: Any revisions, inaccuracies or errors to the application or site plan may cause the case to be delayed and will be scheduled for the next available Board meeting according to the Board's meeting schedule. Also, the application fee is *nonrefundable*.

The Planning and Inspections Staff is available for advice on completing this application; however, they are not available for completion of the application or preparation of the site plan. For questions call (910)678-7603 or (910) 678-7602. Hours of operation are 8:00 a.m. to 5:00 p.m., Monday through Friday.

**TO THE CUMBERLAND COUNTY JOINT PLANNING BOARD AND THE BOARD OF
COUNTY COMMISSIONERS OF CUMBERLAND COUNTY, NC:**

I (We), the undersigned, hereby submit this application, and petition the County Commissioners to amend and to change the zoning map of the County of Cumberland as provided for under the provisions of the County Zoning Ordinance. In support of this petition, as hereinafter requested, the following facts are submitted:

1. Applicant/Agent Nicholas Hancock
2. Address: 935 Ken Hancock Ln Zip Code 28391
3. Telephone: (Home) _____ (Work) 910-237-7892
4. Location of Property: In front of First Baptist Church off of Old Hwy 24
5. Parcel Identification Number (PIN #) of subject property: 0486-70-4439
(also known as Tax ID Number or Property Tax ID)
6. Acreage: 25 Frontage: _____ Depth: _____
7. Water Provider: PWC Septage Provider: PWC
8. Deed Book 0065, Page(s) 0020, Cumberland County Registry. (Attach copy of deed of subject property as it appears in Registry).
9. Existing use of property: Pine Trees
10. Proposed use(s) of the property: Residential Subdivision

NOTE: Be specific and list all intended uses.

11. Do you own any property adjacent to, including across the street from, the property being submitted for rezoning? Yes _____ No ☒
12. Has a violation been issued on this property? Yes _____ No ☒
13. It is requested that the foregoing property be rezoned FROM: RR-~~R-10~~R-7.5
TO: (Select one)

_____ Conditional Zoning District, with an underlying zoning district of _____
(Article V)
_____ Mixed Use District/Conditional Zoning District (Article VI)
☒ _____ Planned Neighborhood District/Conditional Zoning District (Article VII)
_____ Density Development/Conditional Zoning District, at the _____ Density
(Article VIII)

APPLICATION FOR
CONDITIONAL ZONING

1. PROPOSED USE(S):

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

Subdivision

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

25 acres - 69 lots at 10,000 sq ft

2. DIMENSIONAL REQUIREMENTS:

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

- B. Off-street parking and loading, Sec. 1202 & 1203: List the number of spaces, type of surfacing material and any other pertinent information.

3. SIGN REQUIREMENTS:

Reference the district sign regulations proposed from Article XIII.

4. LANDSCAPE AND BUFFER REQUIREMENTS:

- A. For all new non-residential and mixed use development abutting a public street, indicate the number and type of large or small ornamental trees used in the streetscape, yard space, and/or parking areas, plus the number and type of shrubs. (Sec. 1102N). **NOTE: All required landscaping must be included on the site plan.**
- B. Indicate the type of buffering and approximate location, width and setback from the property lines. (Sec. 1102G). **NOTE: All required buffers must be included on the site plan.**

5. MISCELLANEOUS:

List any information not set forth above, such as the days and hours of the operation, number of employees, exterior lighting, noise, odor and smoke, emission controls, etc.

6. SITE PLAN REQUIREMENTS:

The application must include a site plan drawn to the specifications of Sec. 1402. If the proposed uses involve development subject to the County Subdivision Ordinance, the site plan required may be general in nature, showing a generalized street pattern, if applicable, and the location of proposed uses. If the proposed uses include development not subject to the Subdivision Ordinance, the site plan must be of sufficient detail to allow the Planning and Inspections Staff, Planning Board and County Commissioners to analyze the proposed uses and arrangement of uses on the site. It also must include the footprints of all buildings (proposed and existing), the proposed number of stories, location and number of off-street parking and loading spaces, proposed points of access to existing streets and internal circulation patterns. In addition, the location of all proposed buffers and fences and landscaping shall be included on the site plan.

7. STATEMENT OF ACKNOWLEDGMENT:

It is understood by the undersigned that the official zoning map, as originally adopted and subsequently amended, is presumed to be appropriate to the property involved and that the burden of proof for a zoning amendment (rezoning) rest with the petitioner.

It is the responsibility of the petitioner (personally or by agent) to submit to the Planning and Inspections Department a valid request within a complete application.

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

Nicholas Hancock, Brad Hancock, Johnny Hancock, David Hancock

NAME OF OWNER(S) (PRINT OR TYPE)

935 Ken Hancock Ln Stedman NC

ADDRESS OF OWNER(S)

nchancock86@gmail.com

E-MAIL

HOME TELEPHONE

910-237-7892

WORK TELEPHONE

Nicholas Hancock

SIGNATURE OF OWNER(S)

SIGNATURE OF OWNER(S)

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

ADDRESS OF AGENT, ATTORNEY, APPLICANT

HOME TELEPHONE

WORK TELEPHONE

E-MAIL ADDRESS

FAX NUMBER

SIGNATURE OF AGENT, ATTORNEY, OR APPLICANT

REQUIREMENTS FOR SITE PLAN REVIEW

1. Drawing done to engineering scale

2. Drawing will reflect:

- metes and bounds of entire site with adjoining street right-of-way shown and name or state road number of that street or road;
- foot print of all existing and/or proposed buildings or additions with dimensions and square footage indicated;
- location and size of all existing and/or proposed curbcuts and indicate such on the plan;
- parking plan to include the location of all proposed spaces (standard size is 9' by 20'), parking isle width and traffic circulation scheme;
- existing or proposed location and drain field area of wells and/or septic tanks;
- existing or proposed fencing;
- setbacks of all existing and/or proposed buildings or additions from all other building and from all property lines-
Note: If setbacks shown are not in accordance with the minimum setbacks of the zoning district of the property, and if appropriate, attach a letter requesting an alternate yard with a reasonable explanation or justification as to why the alternate yard is necessary and logical in order to develop the site;
- Any easements which may exist on the subject property are accounted for and shown on the plan, not encumbered and that no part of the development is violating the rights of the easement holder;
- Location, type and size of all freestanding signs;
- Location of buffer with the type and size indicated;
- Location of landscaping and type of plantings.

3. Vicinity map to show location of property or site within the County

4. Correct north arrow

5. Data block to reflect the following:

- name of development
- owner
- zoning of property
- acreage of site
- scale of drawing
- proposed building or addition square footage
- number of off-street parking spaces (to include handicapped spaces)

6. If the subject property contains split zoning, zoning lines must be shown on the site plan.

BK 09870 PG 0606

FILED
CUMBERLAND COUNTY NC
J. LEE WARREN, JR.
REGISTER OF DEEDS
FILED May 31, 2016
AT 09:45:48 am
BOOK 09870
START PAGE 0606
END PAGE 0610
INSTRUMENT # 16077
RECORDING \$26.00
EXCISE TAX (None)
RA

REVENUE: -0-

mail
THIS INSTRUMENT PREPARED BY P. TILGHMAN POPE, ATTORNEY
POST OFFICE BOX 928, DUNN, NORTH CAROLINA 28335

The attorney preparing this instrument has made no record search or title examination of the property described herein and expresses no opinions as to title or tax consequences, unless contained in a separate written certificate.

STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

WARRANTY DEED

THIS DEED made this 17th day of May 2016, by and between **Kenneth E. Hancock, Sr.**, by and through his **Attorney-in-Fact, Phillip R. Strickland**, Post Office Box 815, Steadman, North Carolina 28391-0815 hereinafter referred to as Grantor and **Restoration Village, LLC**, a North Carolina Limited Liability Company, 1046 Jordan Road, Autryville, North Carolina 28318, hereinafter referred to as Grantee;

WITNESSETH:

That the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in Cedar Creek Township, Cumberland County, North Carolina and more particularly described as follows:

Tract One: (Parcel ID #0486-70-4439-)

BEGINNING at a concrete monument located in the edge of the Southerly right of way of North Carolina Highway No. 24 the same being a corner of Etta Sloan and runs thence with

the Etta Sloan line South 01 degrees 56 minutes East 154.71 feet to an iron pipe; thence again with the Etta Sloan line North 83 degrees 22 minutes West 40.25 feet to an iron pipe in the Frank K. Melvin line; thence along the Frank K. Melvin line South 01 degrees 56 minutes West 16.10 feet to an iron pipe, a corner with Frank K. Melvin; thence along the Frank K. Melvin line North 83 degrees 18 minutes West 202.09 feet to a concrete monument, another corner with Frank K. Melvin and A. W. and Estelle Maxwell Estate line; thence along the A. W. and Estelle Maxwell Estate line South 00 degrees 11 minutes East 1159.13 feet to a concrete monument in the edge of the right of way of Seaboard Coastline Railroad; thence along the right of way of Seaboard Coastline Railroad in an Easterly direction 118.89 feet to a concrete monument, a corner with Gordan Johnson; thence along the Gordan Johnson line North 84 degrees 02 minutes East 789.76 feet to an iron pipe; thence North 41 degrees 55 minutes East 50.0 feet to an iron pipe; thence again North 41 degrees 55 minutes East 47.68 feet to an iron pipe; thence North 36 degrees 28 minutes East 47.79 feet to an iron pipe; thence North 26 degrees 48 minutes East 48.36 feet to an iron pipe; thence North 13 degrees 22 minutes East 50.15 feet to an iron pipe; thence North 09 degrees 57 minutes East 99.64 feet to an iron pipe; thence North 09 degrees 46 minutes East 99.45 feet to an iron pipe; thence North 09 degrees 46 minutes East 200.67 feet to an iron pipe; thence North 83 degrees 55 minutes East 179.48 feet to an iron pipe in the edge of the Westerly right of way of State Road No. 2021; thence along the Westerly edge of the right of way of State Road No. 2021 North 10 degrees 18 minutes West 508.05 feet to an iron pipe located in the intersection of the edge of the right of way of State Road No. 2021 and N.C. Highway No. 24; thence along the edge of the Southerly right of way of N.C. Highway No. 24 North 83 degrees 18 minutes West 979.22 feet to the beginning corner, containing 30.006 acres and being Tract No. 1 as shown on a map entitled, "Property of Mary Elva Bryant Estate", prepared by Piedmont Surveying Company, dated September 7, 1974 and recorded in Map Book 41, Page 78 in the Office of the Register of Deeds of Cumberland County, reference to which is hereby made for a more accurate description of said land.

Being the same property being designated as **Lot 9 containing 25.02 acres** as shown on map entitled, "Boundary Survey – Atkinson and Hancock Tract prepared by Kenneth L. Harris and recorded in Map Book 65, Page 20, Cumberland County Registry.

Less and except any and all out conveyances of record.

For further reference see Deed recorded in Book 3056 at Page 162, Cumberland County Registry.

Tract Two: (Parcel ID #0486-41-4587-)

BEGINNING at a point near the center of N.C. Highway 24 in the sixth line of that 15.15 acre tract described in Book 876, Page 139, Cumberland County Registry at a point South 59 degrees 49 minutes East 241.00 feet from the first corner of said 15.15 acre tract and runs thence along the said sixth line (reversed) South 59 degrees 49 minutes East 236.85 feet to the sixth corner of said 15.15 acre tract, being near the center of N.C. Highway 24; thence along the fifth line of said tract (reversed) South 66 degrees 49 minutes East 156.12 feet a point in said line; thence a new line South 19 degrees 24 minutes West 52.26 feet to a ¼ inch iron pipe, the Northwest corner of the Stedman-Wade Health Services, Inc. lot described in Book 2844, Page 145, Cumberland County Registry; thence along the

Westernmost line of said lot South 19 degrees 24 minutes West 512.41 feet to a ¼ inch stake, the Southwest corner of said lot; thence along the West line of C. D. Maxwell, Sr.'s lot described in Book 2580, Page 899, Cumberland County Registry South 19 degrees 24 minutes West 184.72 feet to an iron stake in the center of a canal, the Southwest corner of said lot; thence North 29 degrees 43 minutes West along the second line of that Fourth Tract described in Book 851, Page 169, Cumberland County Registry and also along the center of said canal and beyond 620.59 feet to a 1 ¼ inch iron pipe, the Southeast corner of A. R. Maulsby's 0.77 acre tract described in Book 2564, Page 265, Cumberland County Registry; thence along the Easternmost line of said tract North 30 degrees 52 minutes East 372.46 feet to a #6 rebar, the Northeast corner of said A. R. Maulsby tract; thence North 30 degrees 52 minutes East 33.52 feet to the POINT OF BEGINNING, **containing 5.81 acres**, and being a portion of the E. L. Maxwell and Geneva Maxwell property as recorded in Book 876, Page 139 and Book 851, Page 169, Cumberland County Registry according to a survey prepared by Michael Tate, Registered Land Surveyor on November 12, 1982.

There is excepted from the above described tract that portion that lies within the right of way of North Carolina Highway 24.

LESS AND EXCEPT ANY AND ALL OUT CONVEYANCES OF RECORD.

For further reference see Deed recorded in Book 4440, Page 691, Cumberland County Registry.

Tract Three: (Parcel ID #0486-71-5028-):

BEGINNING at a point in the Southern right of way (60 degrees r/w) margin of NC Highway 24, said point being South 82 degrees 48 minutes East 216.74 feet from the Northwest corner of a tract recorded in Deed Book 3132, Page 131 and runs thence along said margin South 83 degrees 04 minutes East 116.53 feet to the beginning of a curve that is concave to the Southwest having a radius of 25 feet; thence in a Southeasterly direction 39.27 feet along the arc to the end of said curve subtended by a chord which bears South 38 degrees 07 minutes East 35.36 feet; thence South 06 degrees 53 minutes West 260.00 feet to a corner; thence North 83 degrees 06 minutes West 174.26 feet to a corner; thence North 13 degrees 26 minutes East 286.87 feet to the point of beginning, **containing 1.02 acres**, and being a portion of that 30.006 acre tract conveyed to Kenneth Hancock and wife Della Hancock and Bussie Howard Atkinson and wife Iva Atkinson by deed recorded in Deed Book 3056, Page 162 of the Cumberland County Registry.

Being the same property being designated as **Lot 3 containing 1 acre** as shown on map entitled, "Boundary Survey - Atkinson and Hancock Tract prepared by Kenneth L. Harris and recorded in Map Book 65, Page 20, Cumberland County Registry.

For further reference see Deed recorded in Book 4105, Page 556, Cumberland County Registry.

Tract Four: (Parcel ID #0497-65-8030- & 0497-65-0091)

Parcel A: Beginning at a stake and runs East 39 chains to a stake on Fisher's line; thence his old line South 4 West 14 chains to a stake, his corner; thence South 28 West 11

chains and 50 links to a stake; thence North 77 West 35 chains to a stake and a stump thence North 5 East 15 ½ chains to the beginning, containing 83 acres of land, more or less. Being the same tract of land conveyed by deed from R. B. Strickland and wife, M. L. Strickland to the said David J. Lewis and recorded in the Registrar's Office of Cumberland County in Book W No. 4, Page 533. And being the first tract described in a deed dated October 4, 1943 to Carrie Ann Lewis for her life with the remainder to Perry A. Lewis. Said deed being recorded in Book 475, Page 547, Cumberland County Registry to which reference is made for full and complete description as if fully set out herein.

Parcel B: Beginning at a pine, Mary Malloy's corner of 100 acre tract in the West edge of a small branch a little East from her field and runs the line South 2 West 26 chains and 20 links to a stake, the corner; thence South 88 East 18 chains and 10 links to a stake on or near Mrs. Campbell's line near the Panther Branch; thence North 7 East crossing two prongs of said branch 19 chains and 35 links to a stake, Mary Malloy's corner or said Wright's line; thence as it runs West 9 chains to a poplar in said branch, the corner; thence the other line North 15 chains and 25 links to a pine, the corner; thence South 78 West 9 chains and 15 links to a stake on Phar's line; thence his line South 6 West 5 chains and 60 links; thence to the beginning containing 50 acres which is to be his share of D. J. Lewis land. Being that tract of land described in a deed dated October 4, 1943 as the second tract to Carrie Ann Lewis for life with remainder to Perry A. Lewis in fee simple. Said deed being recorded in Book 475, Page 547, Cumberland County Registry to which reference is made for full and complete description as if fully set out herein.

Excepting however a 2.3 acre tract of land conveyed by Anderson Lewis to Morris Fisher by deed dated December 31, 1903 and recorded in Book 140-34; and a 1 acre tract conveyed by Anderson Lewis to Board of Education March 1910, Book 157-38; 5 acre tract conveyed by A. Lewis to Lina Belle Hall November 21, 1924, Book 475-43.

For further title reference see deed from Perry A. Lewis and wife, Clyde Tart Lewis to James Walker Feltman and wife Katherine Edge Feltman, dated January 29, 1963 and recorded January 29, 1963 in Book 971, Page 165, Cumberland County Registry.

For further reference see deed recorded in Book 1058, Page 190, Cumberland County Registry.

LESS AND EXCEPT ANY AND ALL OUT CONVEYANCES OF RECORD.

The property conveyed by this instrument is NOT the primary residence of the Grantor.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereunto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated. Title to the property hereinabove described is subject to the following exceptions:

1. General utility easements of record.

2. Roadways and rights-of-way of record and those visible by inspection of the premises.
3. Such facts as an environmental study on the subject property by an environmental engineer would reveal.
4. Such facts that would be revealed by a recent as-built survey on the subject tract by a registered land surveyor.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

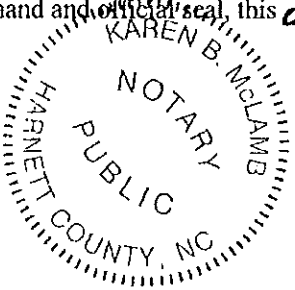
IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

Kenneth E. Hancock Sr. by Phillip R. Strickland (SEAL)
 Kenneth E. Hancock, Sr., by and through his
 Attorney-In-Fact, Phillip R. Strickland

STATE OF NORTH CAROLINA

COUNTY OF HARNETT

I, a Notary Public, do hereby certify that **Phillip R. Strickland**, Attorney-in-Fact for **Kenneth E. Hancock, Sr.** personally appeared before me this day and being by me duly sworn, says that he executed the foregoing annexed instrument for and in behalf of **Kenneth E. Hancock, Sr.**, and that authority to execute and acknowledge said instrument is contained in an instrument duly executed, acknowledged, and recorded in the Office of the Register of Deeds of Cumberland County on September 4, 2014, in Book 9501 at Page 236 and that this instrument was executed under and by virtue of the authority given by said instrument granting him power of attorney; that the said **Phillip R. Strickland** acknowledged due execution of the foregoing annexed instrument for the purposes therein expressed for and in behalf of the said **Kenneth E. Hancock, Sr.**.

Witness my hand and official seal, this 24 day of May 2016

 Notary Public
 My Commission Expires: 12-22-2017

(N.P. SEAL)



PLANNING AND INSPECTIONS DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 20, 2021

TO: BOARD OF COUNTY COMMISSIONERS

FROM: CUMBERLAND COUNTY JOINT PLANNING BOARD

DATE: 9/9/2021

SUBJECT: CASE P21-45

BACKGROUND

Case P21-45: rezoning of 2.00 +/- acres from A1 Agricultural District to R40A Residential District or a more restrictive zoning district; located at 6154 Dunn Road; submitted by Linda Davis (owner).

RECOMMENDATION / PROPOSED ACTION

Planning Board Action: Recommended approval of the rezoning request from A1 Agricultural District to R40A Residential District at the August 17, 2021 meeting for the reasons stated and as fully reflected in the minutes of the Planning Board Meeting which are incorporated herein by reference.

Staff Recommendation: In Case P21-45, the Planning and Inspections staff **recommends approval** of the rezoning request from A1 Agricultural District to R40A Residential District and finds that the request is consistent with the Wade Study Area Land Use Plan which calls for Low Density Residential at this location. Staff further finds that recommending approval of the request is reasonable and in the public interest because the R40A Residential District would allow dwelling types and a density that would be compatible and in harmony with the surrounding land use activities and zoning.

If the Board of Commissioners wishes to follow the recommendation of the Planning Board in this case, the following motion is appropriate:

MOTION:

In Case P21-45, I move to approve the rezoning request from A1 Agricultural District to R40A Residential District and find that the request is consistent with the Wade Study Area Land Use Plan which calls for Low Density Residential. Approval of the request is reasonable and in the public interest because the R40A

Residential District would allow dwelling types and a density that would be compatible and in harmony with the surrounding land use activities and zoning.

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

MOTION:

In Case P21-45, I move to deny the rezoning request from A1 Agricultural District to R40A Residential District and find that the request is not consistent with the Wade Study Area Land Use Plan which calls for Low Density Residential. Denial of the request is reasonable and in the public interest because _____.

ATTACHMENTS:

Description

Type

Action Memo

Backup Material

Amy H. Cannon
County Manager

Tracy Jackson
Assistant County Manager



Rawls Howard
Director

David Moon
Deputy Director

Planning & Inspections Department

SEPTEMBER 9, 2021

MEMO TO: Cumberland County Board of Commissioners

FROM: Cumberland County Joint Planning Board

SUBJECT: **Case P21-45:** rezoning of 2.00 +/- acres from A1 Agricultural District to R40A Residential District or a more restrictive zoning district; located at 6154 Dunn Road; submitted by Linda Davis (owner).

ACTION: Recommended approval of the rezoning request from A1 Agricultural District to R40A Residential District at the August 17, 2021 meeting for the reasons stated and as fully reflected in the minutes of the Planning Board Meeting which are incorporated herein by reference.

MINUTES OF AUGUST 17, 2021

In Case P21-45, the Planning and Inspections staff recommends approval of the rezoning request from A1 Agricultural District to R40A Residential District and finds that the request is consistent with the Wade Study Area Land Use Plan which calls for Low Density Residential at this location. Staff further finds that recommending approval of the request is reasonable and in the public interest because the R40A Residential District would allow dwelling types and a density that would be compatible and in harmony with the surrounding land use activities and zoning.

In Case P21-45 Mrs. Moody made a motion, seconded by Mr. Baker to recommend approval of the rezoning request from A1 Agricultural District to R40A Residential District and finds that the request is consistent with the Wade Study Area Land Use Plan which calls for Low Density Residential at this location. Staff further finds that recommending approval of the request is reasonable and in the public interest because the R40A Residential District would allow dwelling types and a density that would be compatible and in harmony with the surrounding land use activities and zoning. Unanimous approval.

First Class and Record Owners' Mailed Notice Certification

A certified copy of the tax record owner(s) of the subject and adjacent properties and their tax record mailing address is contained within the case file and is incorporated by reference as if delivered herewith. The record owners' certified receipt of notice is also included.

Historic Cumberland County Courthouse | 130 Gillespie Street | P.O. Box 1829
Fayetteville, North Carolina 28301 | Phone: 910-678-7600 | Fax: 910-678-7631

co.cumberland.nc.us

Location: 6154 Dunn Road
Jurisdiction: County-Unincorporated

REQUEST

Rezoning A1 to R40A

Applicant requests a rezoning from A1 Agricultural District to R40A Residential District for one parcel containing approximately 2.00 acres and located at 6154 Dunn Road. This would increase the allowed maximum density from one unit per two acres (i.e., one unit per 87,120 sq. ft.) to one unit per 40,000 square feet, allowing the addition of a manufactured home on the subject site. The applicant's intent is to have two dwelling units on the same parcel so that a mother and daughter can reside close to each other. The addition of a second dwelling unit following a change in zoning will be done via group development. This is a conventional rezoning, and no conditions are proposed at this time. Location of the subject property is illustrated in Exhibit "A".

PROPERTY INFORMATION

OWNER/APPLICANT:

Linda Weber Davis (owner)

ADDRESS/LOCATION: 6154 Dunn Road. Refer to Exhibit "A", Site Location. REID number: 0570657464000.

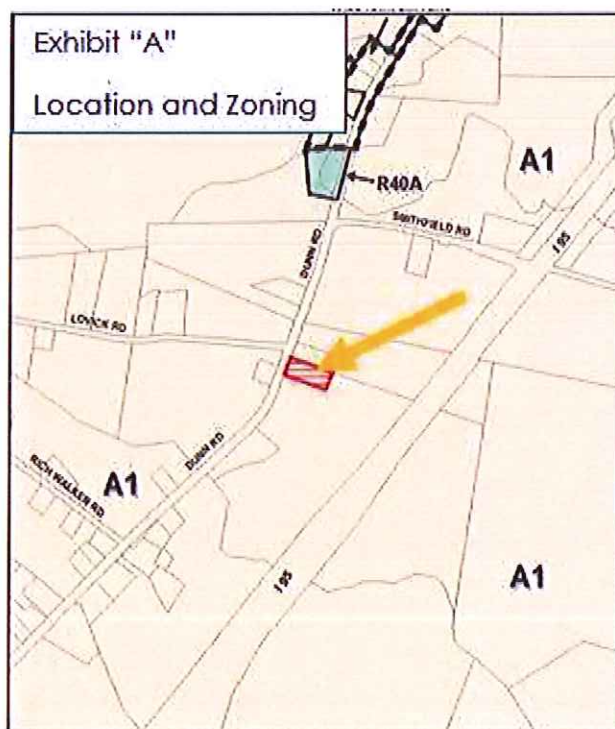
SIZE: 2.00 +/- acres within one parcel. The property has approximately 185 +/- feet of street frontage along the east side of Dunn Road. The property has a depth extending about 471.90 feet.

EXISTING ZONING: The subject property is currently zoned A1 Agricultural District. This district is intended to promote and protect agricultural lands, including woodland, within the County. The general intent of the district is to permit all agricultural uses to exist free from most private urban development except for large lot, single-family development. Some public and/or semi-public uses as well as a limited list of convenient commercial uses are permitted to ensure essential services for the residents.

EXISTING LAND USE: The parcel is currently used for a single-family residence. Exhibit "B" shows the existing use of the subject property.

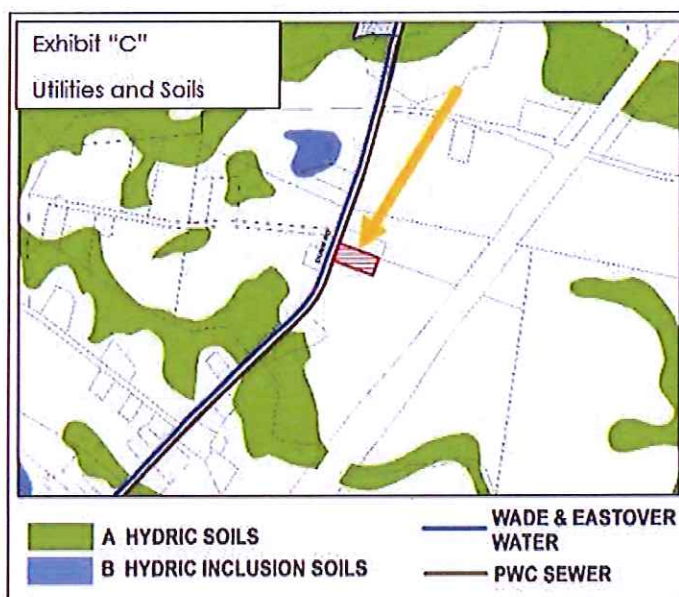
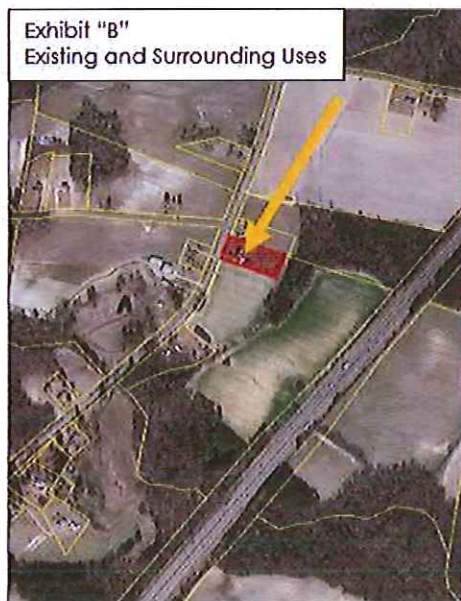
SURROUNDING LAND USE: Exhibit "B" illustrates the following:

- North:** Immediately north of the subject property is a single-family residence. Further north are parcels used for agriculture and partially wooded.
- East:** The abutting lot is Agricultural in use. The abutting property is bounded by I-95 ROW.
- West:** Two single-family residences are across Dunn Rd from the subject property. The primary use of the adjacent lots to the west is agricultural.
- South:** Agricultural use. There is a church on a lot with single-family residence approximately 600 to the south.



OTHER SITE CHARACTERISTICS: The site is not located in a Watershed or within a Flood Zone Hazard Area. The subject property, as delineated in Exhibit "C", illustrates no presence of hydric or hydric inclusion soils.

DEVELOPMENT REVIEW: Subdivision review will be required prior to any division of land.



DIMENSIONAL PROVISIONS FOR REQUESTED DISTRICT:

Minimum Standard	A1 (Existing Zoning)	R40A (Proposed)
Front Yard Setback	50 feet	30 feet
Side Yard Setback	20 feet (one story) 25 feet (two story)	15 feet
Rear Yard Setback	50 feet	35 feet
Lot Area	2 acres (87,120 sq. ft.)	40,000 sq. ft.
Lot Width	100'	100'

Development Potential:

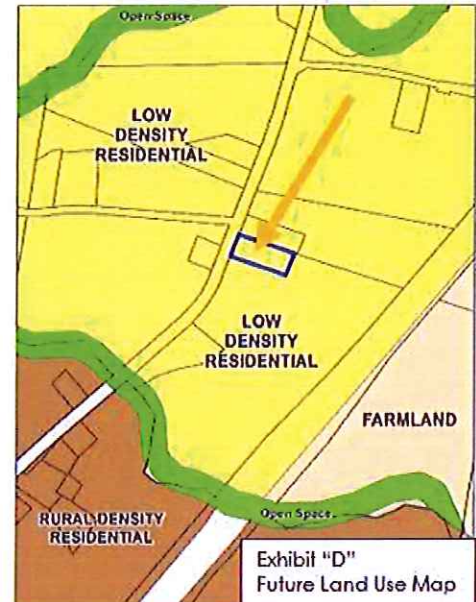
Existing Zoning (A1)	Proposed Zoning (R40A)
1 dwelling unit	2 dwelling units

- Assume 80% of land usable for development after the exclusion of land for roads, driveways, and drainage.
- Calculation: *site acreage* * .8 / *minimum lot size for zone district*
- Section 202 (A):** When the number of dwelling units permitted on a lot submitted for approval as a group development result in a fraction of a dwelling unit, a fraction of one-half or more shall be considered a dwelling unit, and a fraction of less than one-half shall be disregarded.

COMPREHENSIVE PLANS: Located in the Wade Study Area Land Use Plan (adopted in 2003), the subject property is designated as Low Density Residential (density of 2.2 to 6 units per acre), as shown within Exhibit "D". The One Acre Residential designation, in the Wade Study Area Land Use Plan, calls for associated zoning districts of R7.5 and R15. **Request is consistent with the adopted land use plan.**

APPLICABLE PLAN GOALS/POLICIES:

- Limit the location and amount of Manufactured Housing within the Study Area.
- Provide an opportunity for residential development that would be compatible with the rural areas of the Study Area.



IMPACTS ON LOCAL INFRASTRUCTURE AND/OR FACILITIES

UTILITIES: As demonstrated within Exhibit "C, water and sewer service is available at this location. Connection is not allowed to this force main unless a gravity line is extended from the main to the residential connection.

TRAFFIC: Mid-Carolina RPO did not have any comments or concerns regarding the impact on transportation infrastructure resulting from this request.

SCHOOLS CAP/ENROLL:

School	Capacity	Enrollment
Eastover Central Elem	540	334
Mac Williams Mid	1270	1076
Cape Fear High	1425	1400

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

EMERGENCY SERVICES: Cumberland County Fire Marshal's office has reviewed the request and stated that the applicant must ensure that all fire department access roads requirements are met in accordance with section 503 of the NC 2018 Fire Code where required.

SPECIAL DISTRICTS: The property is not located within the Fayetteville Regional Airport Overlay District or within five miles of Fort Bragg Military Base.

CONDITIONS OF APPROVAL: N/A

CODE DEVIATIONS: N/A

STAFF RECOMMENDATION

In Case P21-45, the Planning and Inspections staff **recommends approval** of the rezoning request from A1 Agricultural District to R40A Residential District and finds that the request is consistent with the Wade Study Area Land Use Plan which calls for Low Density Residential at this location. Staff further finds that recommending approval of the request is reasonable and in the public interest because the R40A Residential District would allow dwelling types and a density that would be compatible and in harmony with the surrounding land use activities and zoning.

Attachments:

Notification Mailing List

Zoning Application

ATTACHMENT – MAILING LIST

BAREFOOT, WESLEY L; & CARLA H
545 WESLEY RD
DUNN, NC 28334

BAGGETT, WILLIE JAMES
6062 DUNN RD
WADE, NC 28395

DAVIS, LINDA W
6154 DUNN RD
WADE, NC 28395

HOLMES, SEAVY LEE ETALS
5764 GOLDSBORO RD
WADE, NC 28395

MADYUN, HAKIM M
6253 DUNN RD
WADE, NC 28395

MCLAURIN, VERNON W JR
6200 DUNN RD
WADE, NC 28395

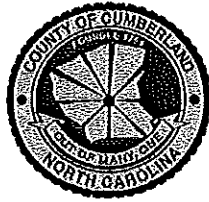
SASSER, MARY LYNN
1720 JONCEE DR
EASTOVER, NC 28312

TART & amp; TART INC
PO BOX 8
DUNN, NC 28335

WALKR, DAVID R; &
WALKER, MARY WARREN
6137 DUNN RD
WADE, NC 28395

WALKER, THOMAS WARREN; &
WALKER, SARA BUNCE
4026 LOVICK RD
WADE, NC 28395

ATTACHMENT – ZONING APPLICATION



County of Cumberland
◆
Planning & Inspections Department

CASE #: P21-45

PLANNING BOARD
MEETING DATE: 8/17/2021

DATE APPLICATION
SUBMITTED: 06/16/2021

RECEIPT #: 77891

RECEIVED BY: AC

**APPLICATION FOR
REZONING REQUEST
CUMBERLAND COUNTY ZONING ORDINANCE**

The following items are to be submitted with the completed application:

1. A copy of the *recorded* deed and/or plat.
2. If a portion(s) of the property is being considered for rezoning, an accurate written legal description of only the area to be considered;
3. A check made payable to "Cumberland County" in the amount of \$ _____.
(See attached Fee Schedule).

Rezoning Procedure:

1. Completed application submitted by the applicant.
2. Notification to surrounding property owners.
3. Planning Board hearing.
4. Re-notification of interested parties / public hearing advertisement in the newspaper.
5. County Commissioners' public hearing (approximately four weeks after Planning Board public hearing)
6. If approved by the County Commissioners, rezoning becomes effective immediately.

The Planning & Inspections Staff will advise on zoning options, inform applicants of development requirement and answer questions regarding the application and rezoning process. For further questions, call (910)678-7603 or (910)678-7609. Hours of operation are 8:00 a.m. to 5:00 p.m., Monday through Friday.

NOTE: Any revisions, inaccuracies or errors to the application may cause the case to be delayed and will be scheduled for the next available board meeting according to the board's meeting schedule. Also, the application fee is *nonrefundable*.

**TO THE CUMBERLAND COUNTY JOINT PLANNING BOARD AND THE BOARD OF
COUNTY COMMISSIONERS OF CUMBERLAND COUNTY, NC:**

I (We), the undersigned, hereby submit this application, and petition the County Commissioners to amend and to change the zoning map of the County of Cumberland as provided for under the provisions of the County Zoning Ordinance. In support of this petition, the following facts are submitted:

1. Requested Rezoning from A1 to R40A
2. Address of Property to be Rezoned: 6154 Dunn Rd., Wade, NC 28385
3. Location of Property: East of Dunn Rd, South of Smith Field Rd
4. Parcel Identification Number (PIN #) of subject property: 0570657464
(also known as Parcel Number or Property Tax ID)
5. Acreage: 2.03 Frontage: 185' Depth: 471.90'
6. Water Provider: Well: _____ PWC: _____ Other (name): Wade Water
Town of
7. Septage Provider: Septic Tank ☒ PWC _____
8. Deed Book 005370, Page(s) 00338, Cumberland County Registry. (Attach copy of deed of subject property as it appears in Registry).
9. Existing use of property: Rural Home
10. Proposed use(s) of the property: Rural home - add a mobile
home for daughter on back 1/2 acre of property
11. Do you own any property adjacent to or across the street from this property?
Yes _____ No ☒ If yes, where? _____
12. Has a violation been issued on this property? Yes _____ No ☒

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

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

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

Linda Weber Davis
NAME OF OWNER(S) (PRINT OR TYPE)

6154 Dunn Rd., Wade, NC 28395
ADDRESS OF OWNER(S)

910-309-2766 910-678-2589
HOME TELEPHONE # WORK TELEPHONE #

Linda Weber Davis
NAME OF AGENT, ATTORNEY, APPLICANT (PRINT OR TYPE)

6154 Dunn Rd., Wade, NC 28395
ADDRESS OF AGENT, ATTORNEY, APPLICANT

Wadeover-2000@yahoo.com
E-MAIL

910-309-2766 910-678-2589
HOME TELEPHONE # WORK TELEPHONE #

Linda Weber Davis Linda Weber Davis
SIGNATURE OF OWNER(S) SIGNATURE OF AGENT, ATTORNEY OR APPLICANT

SIGNATURE OF OWNER(S)

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

5370
0338

BK5370PG0338

46465

RECEIVED
11-30-2000 PM 3:28: 2
GEORGE E. TATUM
REGISTER OF DEEDS
CUMBERLAND CO., N.C.

0.00
Excise Tax

Recording Time, Book and Page

Tax Lot No. Parcel Identifier No.
Verified by County on the day of, 19
by

Mail after recording to Linda W. Davis, 6154 Dunn Road, Wade, NC 28395

This instrument was prepared by John Blackwell, Jr., Attorney at Law

Brief description for the Index

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this day of, 2000, by and between

GRANTOR

Paul S. Davis and wife
Linda W. Davis

GRANTEE

Linda W. Davis

6154 Dunn Road, Wade, NC 28395

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the City of Eastover Township, Cumberland County, North Carolina and more particularly described as follows:

See attached Exhibit "A" for legal description

By the execution of this deed, the parties agree as follows:

(1) HUSBAND hereby waives and releases any and all rights vested in and to him as the spouse or surviving spouse of WIFE pursuant to the provisions of North Carolina General Statutes Section 29-30 or 50-20 or any other applicable section of the North Carolina General Statutes which vest marital rights or interests to HUSBAND in the subject property.

(2) It is the intention of this Release and Agreement that the WIFE shall hereafter have the right to convey, sell, mortgage or otherwise encumber the above-described subject property without the signature or assent of the HUSBAND as fully and to all intents and purposes as if the parties had never been married to each other.

12

BK5370PG0339

The property hereinabove described was acquired by Grantor by instrument recorded in
..... Book 4859 Page 767 Cumberland County, NC Registry

A map showing the above described property is recorded in Plat Book page.....

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated.
Title to the property hereinabove described is subject to the following exceptions:

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

.....
(Corporate Name)

By:

..... President

ATTEST:

..... Secretary (Corporate Seal)

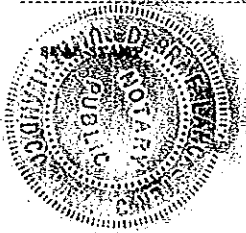
USE BLACK INK ONLY

Paul S. Davis (SEAL)
PAUL S. DAVIS

Linda W. Davis (SEAL)
LINDA W. DAVIS

..... (SEAL)

..... (SEAL)



NORTH CAROLINA, Cumberland County.

I, a Notary Public of the County and State aforesaid, certify that *Paul S. Davis & Linda W. Davis* Grantor,

personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this *17th* day of *November*, *1992*

My commission expires: *7-14-02* *Debra S. Lancaster* Notary Public

SEAL-STAMP

NORTH CAROLINA, County.

I, a Notary Public of the County and State aforesaid, certify that

personally came before me this day and acknowledged that he is Secretary of

..... a North Carolina corporation, and that by authority duly

given and as the act of the corporation, the foregoing instrument was signed in its name by its

President, sealed with its corporate seal and attested by as its Secretary.

Witness my hand and official stamp or seal, this day of, 19.....

My commission expires: Notary Public

The foregoing Certificate of *Debra S. Lancaster*

is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

By *George E. Tatum* REGISTER OF DEEDS FOR CUMBERLAND COUNTY,

Robin M. Jones Deputy/Assistant - Register of Deeds

NOREVENUE

EXHIBIT "A"

BK 5370 PG 0340

Being all of that two acre tract as is shown upon that map prepared by Gary M. Butler, Registered Surveyor, dated May 14, 1993, entitled "Surveyed for Carl Dwight Daughtry," Bastover Township, Cumberland County, North Carolina, to which said map reference is hereby made for a more complete description of said tract, said tract being further described by metes and bounds as follows:

Beginning at an existing iron stake located in the eastern margin of the right-of-way of U.S. 301 Highway (100' R/W), said iron stake also being the northwestern corner of the grantor's land described in Deed Book 451, Page 30, Cumberland County Registry, and the southwestern corner of the McLaurin land as recorded in Deed Book 3764, Page 799, Cumberland County Registry, and runs thence as the dividing line between grantor and McLaurin South 71 degrees 23 minutes East 471.90 feet to an iron stake in the McLaurin line; thence South 22 degrees 12 minutes West 185 feet to an iron stake; thence North 71 degrees 23 minutes West 471.90 feet to an iron stake in the Eastern right-of-way of U.S. Highway 301; thence as the eastern margin of the right-of-way of U.S. Highway 301 North 22 degrees 12 minutes East 185 feet to the point of beginning.

"RECORD OF POOR QUALITY
DUE TO CONDITION OF
ORIGINAL DOCUMENT"

FAYETTEVILLE PUBLISHING COMPANY
 458 Whitfield Street, Fayetteville, NC 28306
 Phone (910) 678-9000 Toll Free 1-800-345-9895 Fax (910) 323-1451

Order Confirmation

PUBLIC NOTICE

The Cumberland County Board of Commissioners will meet at 6:45 p.m. on September 20, 2021, in room 118 of the County Courthouse at 117 Dick Street to hear the following:

P21-33 rezoning 41.98 +/- ac A1 Agricultural District to R7.5 Residential/CZ District up to 122 lots all sub or to a more restrictive zoning district; west of NC 87 Hwy and south of Olaburns Drive; James D. Hubbard and Norma Garcia; Cheri and Marty Lassiter; Tommy J Woodell and Debra H. Woodell; Travis Allen Hubbard and Jill Elizabeth Hubbard; Pamela and Michael Domanski; Michael and Jodi Davis, Christopher Davis, Kristin M. Davis; Boyd D. Parsons Jr. and Mae Smith Parsons (owners)

P21-36 rezoning 12.36 +/- ac A1 District to C(P) District or more restrictive zoning district; east of Cedar Creek Dr, north of Tabot Church Rd; Cathy Tatum Vinson (owner)

P21-43 rezoning 1.42 +/- ac R40A District to RR District or more restrictive zoning district; at 3662 Gabe Smith Rd; Rose Jones (owner)

P21-45 rezoning 2.00 +/- ac A1 District to R40A District or more restrictive zoning district; at 6151 Dunn Rd; Linda Davis (owner)

P21-48 rezoning 0.38 +/- ac C2(P) District to C(P) District or more restrictive zoning district; at 3713 Cumberland Rd; Brian Barber and Wendy Barber (owners)

P21-50 rezoning 3.42 +/- ac A1 District to R40A District or more restrictive zoning district; at 2380 Yarborough Rd; Robert Spencer (owner)

P21-51 rezoning 23.72 +/- ac R10 District to M(P) District or more restrictive zoning district; at 3200 Natal St; Purolator Filters NC, LLS (owner)
 9/8, 13 5252097

Ad Order Number

0005252097

Sales Rep.

0090

Order Taker

0001

Order Source

Telephone

Order Invoice Text

CCBoC - 9/20/21 meeting

Customer

CUMB CO JOINT PLANNING

Customer Account

003661000

Customer Address

130 Gillespie Street, Attn: Laverne Howard,
 FAYETTEVILLE NC 28301 USA

Customer Phone

910-678-7600

Payor Customer

CUMB CO JOINT PLANNING

PO Number

Payor Account

003661000

Ordered By

Payor Address

130 Gillespie Street, Attn: Laverne Howard
 FAYETTEVILLE NC 28301 USA

Customer Fax

910-678-7631

Customer EMail

lhoward@co.cumberland.nc.us

Payor Phone

910-678-7600

Special Pricing

None

Net Amount

\$394.16

Tax Amount

\$0.00

Total Amount

\$394.16

Amount Due

\$394.16

Payment Method

Payment Amount

\$0.00

Ad Number

0005252097-01

Ad Type

CL Legal Line

Ad Size

1.0 X 52 cl

Color

<NONE>

Product

Placement/Classification

Run Dates

Inserts

Cost

FO::

401 - Legals

9/8/2021, 9/13/2021

2

\$378.56

OL::

401 - Legals

9/8/2021, 9/13/2021

2

\$15.60



PLANNING AND INSPECTIONS DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 20, 2021

TO: BOARD OF COUNTY COMMISSIONERS

FROM: CUMBERLAND COUNTY JOINT PLANNING BOARD

DATE: 9/9/2021

SUBJECT: CASE P21-48

BACKGROUND

Case P21-48: rezoning of 0.38 +/- acres from C2(P) Commercial District to C(P) Commercial District or a more restrictive zoning district; located at 3713 Cumberland Road; submitted by Brian Barber and Wendy Barber (owners).

RECOMMENDATION / PROPOSED ACTION

Planning Board Action: Recommended approval of the rezoning request from C2(P) Planned Service and Retail District to C(P) Planned Commercial District at the August 17, 2021 meeting for the reasons stated and as fully reflected in the minutes of the Planning Board Meeting which are incorporated herein by reference.

Staff Recommendation: In Case P21-48, the Planning and Inspections staff **recommends approval** of the rezoning request from C2(P) Planned Service and Retail District to C(P) Planned Commercial District and find the request is consistent with the Southwest Cumberland Land Use Plan & Cumberland Road Business Plan which calls for Heavy Commercial at this location. Staff further finds that recommending approval of the request is reasonable and in the public interest because the C(P) Commercial District would allow commercial activities that would be compatible and in harmony with the surrounding land use activities and zoning along the Cumberland Road Corridor.

If the Board of Commissioners wishes to follow the recommendation of the Planning Board in this case, the following motion is appropriate:

MOTION:

In Case P21-48, I move to approve the rezoning request from C2(P) Planned Service and Retail District to

C(P) Planned Commercial District and find the request is consistent with the Southwest Cumberland Land Use Plan, which calls for Heavy Commercial, as well as the Cumberland Road Business Plan. Approval of the request is reasonable and in the public interest because the C(P) Commercial District would allow commercial activities that would be compatible and in harmony with the surrounding land use activities and zoning along the Cumberland Road Corridor.

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

MOTION:

In Case P21-48, I move to deny the rezoning request from C2(P) Planned Service and Retail District to C(P) Planned Commercial District and find the request is not consistent with the Southwest Cumberland Land Use Plan and the Cumberland Road Business Plan. Denial of the request is reasonable and in the public interest because _____.

ATTACHMENTS:

Description

Action Memo

Type

Backup Material

Amy H. Cannon
County Manager

Tracy Jackson
Assistant County Manager



Rawls Howard
Director

David Moon
Deputy Director

Planning & Inspections Department

September 9, 2021

MEMO TO: Cumberland County Board of Commissioners

FROM: Cumberland County Joint Planning Board

SUBJECT: **Case P21-48:** rezoning of 0.38 +/- acres from C2(P) Commercial District to C(P) Commercial District or a more restrictive zoning district; located at 3713 Cumberland Road; submitted by Brian Barber and Wendy Barber (owners).

ACTION: Recommended approval of the rezoning request from C2(P) Planned Service and Retail District to C(P) Planned Commercial District at the August 17, 2021 meeting for the reasons stated and as fully reflected in the minutes of the Planning Board Meeting which are incorporated herein by reference.

MINUTES OF AUGUST 17, 2021

In Case P21-48, the Planning and Inspections staff recommends approval of the rezoning request from C2(P) Planned Service and Retail District to C(P) Planned Commercial District and find the request is consistent with the Southwest Cumberland Land Use Plan & Cumberland Road Business Plan which calls for Heavy Commercial at this location. Staff further finds that recommending approval of the request is reasonable and in the public interest because the C(P) Commercial District would allow commercial activities that would be compatible and in harmony with the surrounding land use activities and zoning along the Cumberland Road Corridor.

In Case P21-48, Mrs. Moody made a motion, seconded by Mr. Baker to recommend approval of the rezoning request from C2(P) Planned Service and Retail District to C(P) Planned Commercial District and find the request is consistent with the Southwest Cumberland Land Use Plan & Cumberland Road Business Plan which calls for Heavy Commercial at this location. Staff further finds that recommending approval of the request is reasonable and in the public interest because the C(P) Commercial District would allow commercial activities that would be compatible and in harmony with the surrounding land use activities and zoning along the Cumberland Road Corridor. Unanimous approval.

First Class and Record Owners' Mailed Notice Certification

A certified copy of the tax record owner(s) of the subject and adjacent properties and their tax record mailing address is contained within the case file and is incorporated by reference as if delivered herewith. The record owners' certified receipt of notice is also included.

Location: 3713 & 3701 Cumberland Rd
Jurisdiction: County-Unincorporated

REQUEST

Rezoning C2(P) to C(P)

Applicant requests a rezoning from C2(P) Planned Service and Retail District to C(P) Planned Commercial District for one parcel comprising approximately 0.38 acres and located at 3713 and 3701 Cumberland Road. This would allow the property owners to develop the property with heavy commercial uses. Given an existing legal non-conforming house and the size of the lot, the applicant recognizes few alternatives for low-intensity commercial activity. The intent of the applicant is to establish an outside flea market, which is only permitted as a use by-right within C(P) zoning districts and must be operated by the resident on the subject site and have around ten impermanent tables. This is a conventional rezoning, and no conditions are proposed at this time. Location of the subject property is illustrated in Exhibit "A".

PROPERTY INFORMATION

OWNER/APPLICANT: Brian Barber and Wendy Barber (owners)

ADDRESS/LOCATION: Located at 3713 and 3701 Cumberland Road. Refer to Exhibit "A", Site Location. REID number: 0415896800000 and 0415895706000.

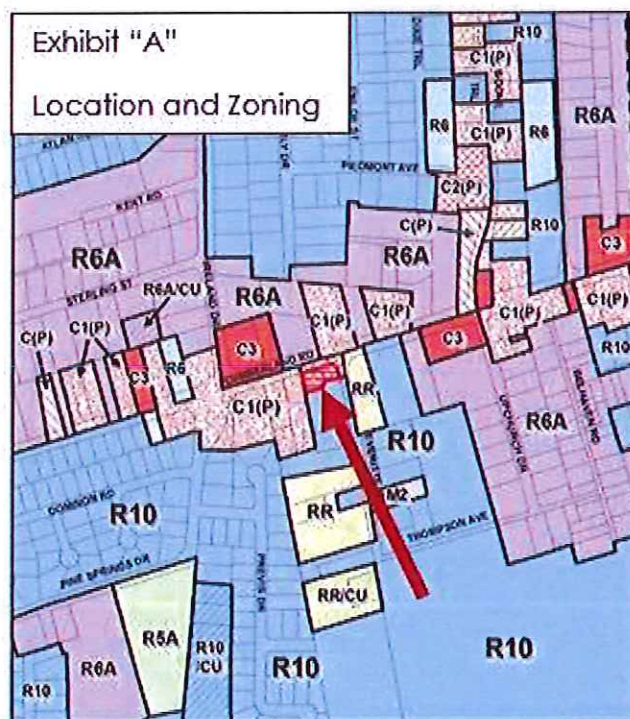
SIZE: 0.38 +/- acres within one parcel. The property has approximately 167+/- feet of street frontage along south side of Cumberland Road. The property has a depth ranging from about 77 feet and 100 feet off Cumberland Road.

EXISTING ZONING: The property is zoned C2(P) Planned Service and Retail District. This district is designed to allow for the nonresidential development of land with service and retail uses not typically considered intrusive to neighboring residential properties or in areas generally requiring a greater degree of restrictions regarding the commercial use of properties.

EXISTING LAND USE: The parcel is residential in use. Exhibit "B" shows the existing use of the subject property.

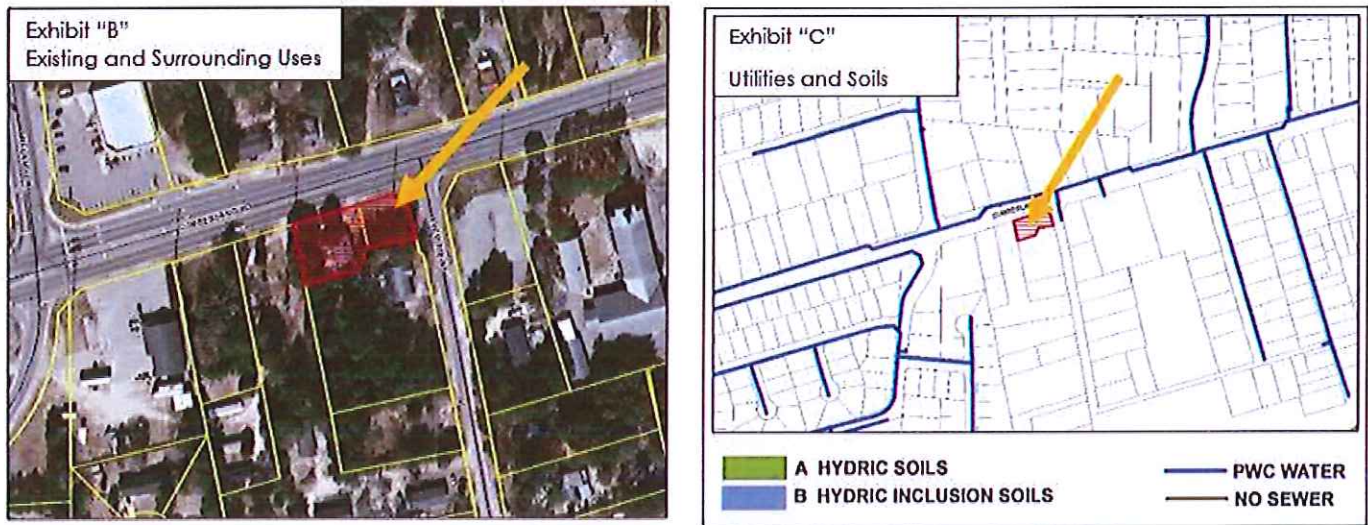
SURROUNDING LAND USE: Exhibit "B" illustrates the following:

- North:** Single-family residences across Cumberland Rd are on properties zoned R6A and C1(P). The general retail use northwest of the subject site is zoned C3 Heavy Commercial.
- East:** Abutting to the east is a church on property zoned RR and R10. Further east are commercial activities on lots zoned C3 as well as single-wide manufactured homes on property zoned R6A.
- West:** Manufactured homes and a farmer's market on parcels zoned C1(P).
- South:** Single-family residences; stick built and manufactured homes.



OTHER SITE CHARACTERISTICS: The site is not located in a Watershed or a Special Flood Hazard Area. The subject property, as delineated in Exhibit "C", illustrates no presence of hydric or hydric inclusion soils.

DEVELOPMENT REVIEW: The subject site was recombined into one lot on September 10th, 2020, Plat Book 145, page 33. Site plan review will be required for any development activity.



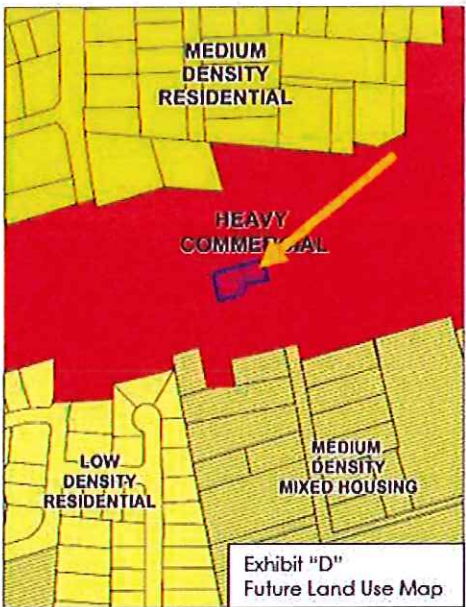
DIMENSIONAL PROVISIONS FOR REQUESTED DISTRICT:

Minimum Standard	C2(P) (Existing Zoning)	C(P) (Proposed)
Front Yard Setback	50 feet (from ROW) 80 feet (from CL)	50 feet (from ROW) 80 feet (from CL)
Side Yard Setback	30 feet	30 feet
Rear Yard Setback	30 feet	30 feet
Lot Area	N/A	N/A
Lot Width	N/A	N/A

COMPREHENSIVE PLANS: Located in the Southwest Cumberland Land Use Plan (adopted in 2013) & Cumberland Road Business Plan (2018), the subject property is designated as Heavy Commercial. The Heavy Commercial designation, in the South-Central Cumberland Land Use Plan, calls for the associated zoning district of C(P). **Request is consistent with the adopted land use plan.**

APPLICABLE PLAN GOALS/POLICIES:

- All commercial development in an established residential area should be in harmony with the area in scale, size, appearance, and accessibility.
- All commercial development (with the exception of Rural Area Center) shall be required to have public or community water and sewer.
- Commercial development must be constructed so as not to impact the privacy of residential areas on the ground or by air (height).



IMPACTS ON LOCAL INFRASTRUCTURE AND/OR FACILITIES

UTILITIES: Water is available on the east side of the property abutting Everitte Street as shown on Exhibit "C". It is the responsibility of the applicant to determine if these utilities will adequately serve the development. The site is currently served by septic and well.

TRAFFIC: The subject property sits on Gillespie Street and is identified as a local road in the Metropolitan Transportation Plan. There are no construction projects planned, and the subject property will have no impact on the Transportation Improvement Plan.

SCHOOLS CAPACITY/ENROLLMENT:

School	Capacity	Enrollment
Cumb Rd Elem	355	281
Douglas Byrd Mid	600	595
Douglas Byrd High	1280	899

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

EMERGENCY SERVICES: Cumberland County Fire Marshal's office has reviewed the request and stated that the applicant must ensure that all fire department access roads requirements are met in accordance with section 503 of the NC 2018 Fire Code where required; submit building plans to scale for new construction and building renovation; ensure emergency responder radio coverage is achieved.

SPECIAL DISTRICTS: The property is not located within the Fayetteville Regional Airport Overlay District or within five miles of Fort Bragg Military Base.

CONDITIONS OF APPROVAL: N/A

CODE DEVIATIONS: N/A

STAFF RECOMMENDATION

In Case P21-48, the Planning and Inspections staff **recommends approval** of the rezoning request from C2(P) Planned Service and Retail District to C(P) Planned Commercial District and find the request is consistent with the Southwest Cumberland Land Use Plan & Cumberland Road Business Plan which calls for Heavy Commercial at this location. Staff further finds that recommending approval of the request is reasonable and in the public interest because the C(P) Commercial District would allow commercial activities that would be compatible and in harmony with the surrounding land use activities and zoning along the Cumberland Road Corridor.

Attachments:
Notification Mailing List
Zoning Application

ATTACHMENT – MAILING LIST

BAUCOM, JOSEPH BEIDELSCHIES; &
MICHELINA M
2513 PREVIS RD
FAYETTEVILLE, NC 28306

BARBER, BRIAN V; & WENDY V
3613 BENTWINDS BLUFFS LN
FUQUAY VARINA, NC 27526

BOGDEN, AUDREY M
2660 EVERITTE ST
FAYETTEVILLE, NC 28306

BROWN, MELBA F HEIRS
4649 CHELTENHAM RD
FAYETTEVILLE, NC 28304

BUCKHEAD INVESTMENTS LLC
PO BOX 53309
FAYETTEVILLE, NC 28305

CARDINAL LANDSCAPING, INC
1064 71ST SCHOOL ST
FAYETTEVILLE, NC 28314

CARTER, PATRICIA LOUISE JACKSON
3927 STONE ST
HOPE MILLS, NC 28348

CROCKER, THOMAS R; & DONNA BELL
2625 EVERITTE ST
FAYETTEVILLE, NC 28306

FAYMONT BAPTIST CHURCH TRUSTEE
3663 CUMBERLAND RD
FAYETTEVILLE, NC 28306

FORMONEK, TIM
2664 EVERITTE ST
FAYETTEVILLE, NC 28306

HARDIN, MABEL R
3316 CUMBERLAND RD
FAYETTEVILLE, NC 28306

JOHNSON LIVING TRUST
2416 KIMBERLY DR
FAYETTEVILLE, NC 28306

JSC ENTERPRISES & ASSOC LLC
3668 CUMBERLAND RD
FAYETTEVILLE, NC 28306

KDM SOLO 401K TRUST ROTH F
PO BOX 58375
FAYETTEVILLE, NC 28305

LOUIS, ERNST; & MAYOLINE
2500 PREVIS DR
FAYETTEVILLE, NC 28306

MAITLAND, DONALD J; & PATRICIA B
2409 KIMBERLY DR
FAYETTEVILLE, NC 28306

MARTIN, VICTORIA A
3820 CUMBERLAND RD
FAYETTEVILLE, NC 28306

MARTINEZ, WAYNE F
6015 POSEIDON WAY
HOPE MILLS, NC 28348

MCALLISTER, JOHN N
2510 PREVIS DR
FAYETTEVILLE, NC 28306

MOYLAN, ELAINE B
2660 EVERITTE ST
FAYETTEVILLE, NC 28306

NOBLES, DARYLE E; & DEBORAH, J
2420 KIMBERLY DR
FAYETTEVILLE, NC 28306

RANDOLPH, HOWARD G; & SHARON,
RANDOLPH TAYLOR RS
602 GLENVILLE AVE
FAYETTEVILLE, NC 28303

RIDDLE PROPERTIES LLC
4200 MORGANTON RD 150
FAYETTEVILLE, NC 28314

ROSS, JAMES C; & MARGARET P
2616 EVERITTE ST
FAYETTEVILLE, NC 28306

SIMMONS, THOMAS JOSEPH JR
2668 EVERITTE ST
FAYETTEVILLE, NC 28306

STEEDLY, CAROLYN FAY LIFE ESTATE;&
ROBERT C. LIFE ESTATE
906 MIDDLE RD
FAYETTEVILLE, NC 28312

THE PANTRY REDEVELOPMENT
GROUP LLC
PO BOX 52085 DC-17
PHOENIX, AZ 85072

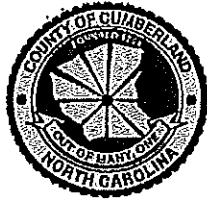
THORNTON, LAWRENCE W
3630 CUMBERLAND RD
FAYETTEVILLE, NC 28306

WALKER, ALVESTER B; & PATRICIA, G
2509 PREVIS DR
FAYETTEVILLE, NC 28306

WATERS, EMERSON;& BLEND A
4409 PINE SPRINGS DR
FAYETTEVILLE, NC 28306

WOOTEN, WILLIAM B
1081 ARMORY RD
PARKTON, NC 28371

ATTACHMENT – ZONING APPLICATION



County of Cumberland
◆
Planning & Inspections Department

CASE #: P21-48
PLANNING BOARD
MEETING DATE: 8/17/2021
DATE APPLICATION
SUBMITTED: JULY 2nd, 21
RECEIPT #: 78142
RECEIVED BY: ATC

**APPLICATION FOR
REZONING REQUEST
CUMBERLAND COUNTY ZONING ORDINANCE**

The following items are to be submitted with the completed application:

1. A copy of the *recorded* deed and/or plat.
2. If a portion(s) of the property is being considered for rezoning, an accurate written legal description of only the area to be considered;
3. A check made payable to "Cumberland County" in the amount of \$ _____.
(See attached Fee Schedule).

Rezoning Procedure:

1. Completed application submitted by the applicant.
2. Notification to surrounding property owners.
3. Planning Board hearing.
4. Re-notification of interested parties / public hearing advertisement in the newspaper.
5. County Commissioners' public hearing (approximately four weeks after Planning Board public hearing)
6. If approved by the County Commissioners, rezoning becomes effective immediately.

The Planning & Inspections Staff will advise on zoning options, inform applicants of development requirement and answer questions regarding the application and rezoning process. For further questions, call (910)678-7603 or (910)678-7609. Hours of operation are 8:00 a.m. to 5:00 p.m., Monday through Friday.

NOTE: Any revisions, inaccuracies or errors to the application may cause the case to be delayed and will be scheduled for the next available board meeting according to the board's meeting schedule. Also, the application fee is *nonrefundable*.

TO THE CUMBERLAND COUNTY JOINT PLANNING BOARD AND THE BOARD OF COUNTY COMMISSIONERS OF CUMBERLAND COUNTY, NC:

I (We), the undersigned, hereby submit this application, and petition the County Commissioners to amend and to change the zoning map of the County of Cumberland as provided for under the provisions of the County Zoning Ordinance. In support of this petition, the following facts are submitted:

1. Requested Rezoning from C2(P) to CCP
2. Address of Property to be Rezoned: 3713 Cumberland Rd
3. Location of Property: South of Cumberland Rd & West of Everette St.
4. Parcel Identification Number (PIN #) of subject property: 0415-89-5706, 0415-89-6800
(also known as Tax ID Number or Property Tax ID)
5. Acreage: 0.39 Frontage: _____ Depth: _____
6. Water Provider: Well: ☒ PWC: _____ Other (name): _____
7. Septage Provider: Septic Tank ☒ PWC _____
8. Deed Book _____, Page(s) _____, Cumberland County Registry. (Attach copy of deed of subject property as it appears in Registry).
9. Existing use of property: Residential
10. Proposed use(s) of the property: Flea Market
11. Do you own any property adjacent to or across the street from this property?
Yes _____ No ☒ If yes, where? _____
12. Has a violation been issued on this property? Yes _____ No ☒

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

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

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

Brian V. BARBER
NAME OF OWNER(S) (PRINT OR TYPE)

3613 Bentwinds Bluffs Lane
ADDRESS OF OWNER(S)

919-676-8010 Some
HOME TELEPHONE # WORK TELEPHONE #

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

Some
ADDRESS OF AGENT, ATTORNEY, APPLICANT

Brian. BARBER @ DMV HUB . Com
E-MAIL

919-676-8010 Some
HOME TELEPHONE # WORK TELEPHONE #

Brian B NA
SIGNATURE OF OWNER(S) SIGNATURE OF AGENT, ATTORNEY OR APPLICANT

SIGNATURE OF OWNER(S)

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

BK4394 PG0193

Prepared by & Mail to: Neil V. Davis, P.O. 40537, Fayetteville, NC 28309-0537 Revenue \$90.00

NORTH CAROLINA
CUMBERLAND COUNTY

51138

WARRANTY DEED

THIS DEED, made this 23rd day of October, by

BESSIE C. COLLINS AND CATHY C. COLLINS (HUDSON) and husband,
JOHN N. HUDSON, JR

herein called Grantor, and

BRIAN V. BARBER AND WIFE, ~~WENDY S.~~ BARBER
11 HOWARD STREET
FT RUCKER, AL 36362RECEIVED
95 OCT 26 AM 9:43
GEORGE E. TATUM
REGISTER OF DEEDS
CUMBERLAND CO., N.C.
(43)

herein called Grantee,

all of said State and County;

WITNESSETH THAT Grantor, for ten dollars and other valuable considerations hereby acknowledged as paid and received, has bargained and sold, and by these presents does grant bargain sell and convey to Grantee, his heirs and assigns, certain land described as follows:

PIN # _____

NORTH CAROLINA CUMBERLAND COUNTY

TOWNSHIP OF PEARCE'S MILL

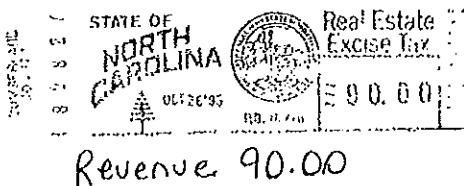
BEING all of Lots 2 and 3, JOHN N. HUDSON, JR PROPERTY, according to a plat of same duly recorded in Book of plats 88,
Page 8, Cumberland County Registry.

BEING the same property conveyed to Grantor by deed recorded in Book _____, Page _____, aforesaid Registry.

This conveyance is made subject to Restrictive Covenants and easements of record in the aforesaid Registry.

TO HAVE AND TO HOLD, said land and all privileges and appurtenances thereto belonging, to Grantee, his heirs and assigns
forever.And Grantor covenants with Grantee that he is seized of said premises in fee and has the right to convey in fee simple; that the same are
free and clear of all encumbrances (except as may be hereinabove stated), and that he does hereby forever warrant and will forever defend
the title to the same against the lawful claims of all persons whomsoever.Wherever used herein, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable
to all genders as the context may require.

IN TESTIMONY WHEREOF, Grantor has signed and sealed this deed.

Bessie C. Collins (SEAL)
BESSIE C. COLLINSCathy C. Collins Hudson (SEAL)
CATHY C. COLLINS (HUDSON)John N. Hudson Jr. (SEAL)
JOHN N. HUDSON, JR

STATE OF NORTH CAROLINA, COUNTY OF CUMBERLAND

I, Judith L. Wood, a Notary Public of Said County and State do hereby certify that Bessie C. Collins and Cathy C. Collins (Hudson)
and husband, John N. Hudson, Jr, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.
WITNESS my hand and Notarial Seal, this the 23rd day of October, 1995.

My Commission Expires: 03/30/97

Judith L. Wood
Judith L. Wood, Notary PublicThe foregoing Certificate(s) of Judith L. Woodis/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the
first page hereof.By George E. Tatum REGISTER OF DEEDS FOR CUMBERLAND COUNTY,
Deputy/Assistant - Register of Deeds 8

BK4394PG0193

Prepared by & Mail to: Neil V. Davis, P.O. 40537, Fayetteville, NC 28309-0537 Revenue \$90.00

NORTH CAROLINA
CUMBERLAND COUNTY

51138

WARRANTY DEED

THIS DEED, made this 23rd day of October, by

BESSIE C. COLLINS AND CATHY C. COLLINS (HUDSON) and husband,
JOHN N. HUDSON, JR

herein called Grantor, and

BRIAN V. BARBER AND WIFE, ~~WEDDIE B. BARBER~~
11 HOWARD STREET
FT RUCKER, AL 36362

RECEIVED
95 OCT 26 AM 9:43
GEORGE E. TATUM
REGISTER OF DEEDS
CUMBERLAND CO., N.C.

herein called Grantee,

all of said State and County;

WITNESSETH THAT Grantor, for ten dollars and other valuable considerations hereby acknowledged as paid and received, has bargained and sold, and by these presents does grant bargain sell and convey to Grantee, his heirs and assigns, certain land described as follows:

PIN # _____

NORTH CAROLINA CUMBERLAND COUNTY

TOWNSHIP OF PEARCE'S MILL

BEING all of Lots 2 and 3, JOHN N. HUDSON, JR PROPERTY, according to a plat of same duly recorded in Book of plats 88, Page 8, Cumberland County Registry.

BEING the same property conveyed to Grantor by deed recorded in Book _____, Page _____, aforesaid Registry.

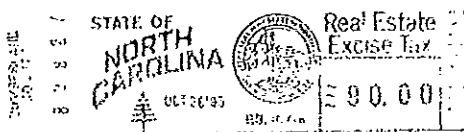
This conveyance is made subject to Restrictive Covenants and easements of record in the aforesaid Registry.

TO HAVE AND TO HOLD, said land and all privileges and appurtenances thereto belonging, to Grantee, his heirs and assigns forever.

And Grantor covenants with Grantee that he is seized of said premises in fee and has the right to convey in fee simple; that the same are free and clear of all encumbrances (except as may be hereinabove stated), and that he does hereby forever warrant and will forever defend the title to the same against the lawful claims of all persons whomsoever.

Wherever used herein, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders as the context may require.

IN TESTIMONY WHEREOF, Grantor has signed and sealed this deed.



Revenue 90.00

Bessie C. Collins (SEAL)
BESSIE C. COLLINS

Cathy C. Collins Hudson (SEAL)
CATHY C. COLLINS (HUDSON)

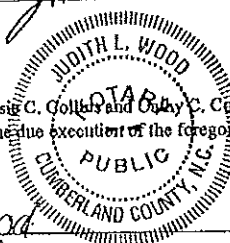
John N. Hudson Jr. (SEAL)
JOHN N. HUDSON, JR

STATE OF NORTH CAROLINA, COUNTY OF CUMBERLAND

I, Judith L. Wood, a Notary Public of Said County and State do hereby certify that Bessie C. Collins and Cathy C. Collins (Hudson) and husband, John N. Hudson, Jr, personally appeared before me this day and acknowledged the due execution of the foregoing instrument. WITNESS my hand and Notarial Seal, this the 23rd day of October, 1995.

My Commission Expires: 03/30/97

Judith L. Wood
Judith L. Wood, Notary Public



The foregoing Certificate(s) of

Judith L. Wood

is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

By George E. Tatum REGISTER OF DEEDS FOR CUMBERLAND COUNTY,
Deputy/Assistant - Register of Deeds

CUMBERLAND COUNTY PLANNING & INSPECTION DEPT.

130 Gillespie/PO Drawer 1829
Fayetteville, NC 28302-1829
(910)321-6636 Fax(910)321-6637

RECEIPT: 78142

Date: 07/02/2021

Received From: BRIAN BARBER INSURANCE AGENCY

Case Number: P21-48

DEV (signs):

ITEM	FEE
PLAT:	
REZONING:	450.00
BOA:	
MISC:	
REC DIST 1:	
REC DIST 2:	
REC DIST 3:	
REC DIST 4:	
REC DIST 6:	
REC DIST 7:	
E-911 MAPS/CD:	
E-911 SIGNS:	
FALCON REC:	
GODWIN REC:	
STEDMAN REC:	
WADE REC:	
EASTOVER REC:	
LINDEN REC:	
SPRING LAKE REC:	

Total Fees: 450.00

Cash: Check: 450.00 8181 CC:

Received By: TORTIZ

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

BRIAN V. BARBER
NAME OF OWNER(S) (PRINT OR TYPE)

3613 Beantwinds Bluffs Lane
ADDRESS OF OWNER(S)

99-676-8010 Some
HOME TELEPHONE # WORK TELEPHONE #

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

Some
ADDRESS OF AGENT, ATTORNEY, APPLICANT

BRIAN. BARBER @ DMV HUB . Com
E-MAIL

99-676-8010 Some
HOME TELEPHONE # WORK TELEPHONE #

Brian V. Barber NA
SIGNATURE OF OWNER(S) SIGNATURE OF AGENT, ATTORNEY OR APPLICANT

Wendy V. Barber
SIGNATURE OF OWNER(S)

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

FAYETTEVILLE PUBLISHING COMPANY
 458 Whitfield Street, Fayetteville, NC 28306
 Phone (910) 678-9000 Toll Free 1-800-345-9895 Fax (910) 323-1451

Order Confirmation

PUBLIC NOTICE

The Cumberland County Board of Commissioners will meet at 6:45 p.m. on September 20, 2021, in room 118 of the County Courthouse at 117 Dick Street to hear the following:

P21-33 rezoning 41.98 +/- ac A1 Agricultural District to R7.5 Residential/CZ District up to 122 lots all sub or to a more restrictive zoning district; west of NC 87 Hwy and south of Olaburns Drive; James D. Hubbard and Norma Garcia; Cheri and Marty Lassiter; Tommy J Woodell and Debra H. Woodell; Travis Allen Hubbard and Jill Elizabeth Hubbard; Pamela and Michael Domanski; Michael and Jodi Davis, Christopher Davis, Kristin M. Davis; Boyd D. Parsons Jr. and Mae Smith Parsons (owners)

P21-36 rezoning 12.36 +/- ac A1 District to C(P) District or more restrictive zoning district; east of Cedar Creek Dr, north of Tabor Church Rd; Cathy Tatum Vinson (owner)

P21-43 rezoning 1.42 +/- ac R40A District to RR District or more restrictive zoning district; at 3662 Gabe Smith Rd; Rose Jones (owner)

P21-45 rezoning 2.00 +/- ac A1 District to R40A District or more restrictive zoning district; at 6154 Dunn Rd; Linda Davis (owner)

P21-48 rezoning 0.38 +/- ac C2(P) District to C(P) District or more restrictive zoning district; at 3713 Cumberland Rd; Brian Barber and Wendy Barber (owners)

P21-50 rezoning 3.42 +/- ac A1 District to R40A District or more restrictive zoning district; at 2380 Yarborough Rd; Robert Spencer (owner)

P21-51 rezoning 23.72 +/- ac R10 District to M(P) District or more restrictive zoning district; at 3200 Natal St; Purolator Filters NC, LLS (owner)
 9/8, 13 5252097

<u>Ad Order Number</u>	<u>Customer</u>
0005252097	CUMB CO JOINT PLANNING
<u>Sales Rep.</u>	<u>Customer Account</u>
0090	003661000
<u>Order Taker</u>	<u>Customer Address</u>
0001	130 Gillespie Street, Attn: Laverne Howard, FAYETTEVILLE NC 28301 USA
<u>Order Source</u>	<u>Customer Phone</u>
Telephone	910-678-7600
<u>Order Invoice Text</u>	
CCBoC - 9/20/21 meeting	

<u>Payor Customer</u>	<u>PO Number</u>
CUMB CO JOINT PLANNING	
<u>Payor Account</u>	<u>Ordered By</u>
003661000	
<u>Payor Address</u>	<u>Customer Fax</u>
130 Gillespie Street, Attn: Laverne Howard FAYETTEVILLE NC 28301 USA	910-678-7631
<u>Payor Phone</u>	<u>Customer EMail</u>
910-678-7600	lhoward@co.cumberland.nc.us
	<u>Special Pricing</u>
	None

<u>Net Amount</u>	<u>Tax Amount</u>	<u>Total Amount</u>	<u>Amount Due</u>
\$394.16	\$0.00	\$394.16	\$394.16

<u>Payment Method</u>	<u>Payment Amount</u>
	\$0.00

<u>Ad Number</u>	<u>Ad Type</u>	<u>Ad Size</u>	<u>Color</u>
0005252097-01	CL Legal Line	: 1.0 X 52 cl	<NONE>

<u>Product</u>	<u>Placement/Classification</u>	<u>Run Dates</u>	<u># Inserts</u>	<u>Cost</u>
FO::	401 - Legals	9/8/2021, 9/13/2021	2	\$378.56
OL::	401 - Legals	9/8/2021, 9/13/2021	2	\$15.60



PLANNING AND INSPECTIONS DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 20, 2021

TO: BOARD OF COUNTY COMMISSIONERS

FROM: CUMBERLAND COUNTY JOINT PLANNING BOARD

DATE: 9/9/2021

SUBJECT: CASE P21-50

BACKGROUND

Case P21-50: rezoning of 3.42 +/- acres from A1 Agricultural District to R40A Residential District or a more restrictive zoning district; located at 2380 Yarborough Road; submitted by Robert Spencer (owner).

RECOMMENDATION / PROPOSED ACTION

Planning Board Action: Recommended approval of the rezoning request from A1 Agricultural District to R40A Residential District at the August 17, 2021 meeting for the reasons stated and as fully reflected in the minutes of the Planning Board Meeting which are incorporated herein by reference.

Staff Recommendation: In Case P21-50, the Planning and Inspections staff **recommends approval** of the rezoning request from A1 Agricultural District to R40A Residential District and find the request is consistent with the South Central Land Use Plan which calls for Farmland at this location. Staff further finds that recommending approval of the request is reasonable and in the public interest as the district requested is in harmony with surrounding existing land uses and zoning.

If the Board of Commissioners wishes to follow the recommendation of the Planning Board in this case, the following motion is appropriate:

MOTION:

In Case P21-50, I move to approve the rezoning request from A1 Agricultural District to R40A Residential District and find the request is consistent with the South Central Land Use Plan which calls for a Farmland designation. Approval of the request is reasonable and in the public interest as the district requested is in harmony with surrounding existing land uses and zoning.

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

MOTION:

In Case P21-50, I move to deny the rezoning request from A1 Agricultural District to R40A Residential District and find the request is not consistent with the South Central Land Use Plan. Denial of the request is reasonable and in the public interest because _____.

ATTACHMENTS:

Description

Type

Action Memo

Backup Material

Amy H. Cannon
County Manager

Tracy Jackson
Assistant County Manager



Rawls Howard
Director

David Moon
Deputy Director

Planning & Inspections Department

SEPTEMBER 9, 2021

MEMO TO: Cumberland County Board of Commissioners

FROM: Cumberland County Joint Planning Board

SUBJECT: **Case P21-50:** rezoning of 3.42 +/- acres from A1 Agricultural District to R40A Residential District or a more restrictive zoning district; located at 2380 Yarborough Road; submitted by Robert Spencer (owner).

ACTION: Recommended approval of the rezoning request from A1 Agricultural District to R40A Residential District at the August 17, 2021 meeting for the reasons stated and as fully reflected in the minutes of the Planning Board Meeting which are incorporated herein by reference.

MINUTES OF AUGUST 17, 2021

In Case P21-50, the Planning and Inspections staff recommends approval of the rezoning request from A1 Agricultural District to R40A Residential District and find the request is consistent with the South-Central Land Use Plan which calls for Farmland at this location. Staff further finds that recommending approval of the request is reasonable and in the public interest as the district requested is in harmony with surrounding existing land uses and zoning.

In Case P21-50, the Planning and Inspections staff recommends approval of the rezoning request from A1 Agricultural District to R40A Residential District and find the request is consistent with the South-Central Land Use Plan which calls for Farmland at this location. Staff further finds that recommending approval of the request is reasonable and in the public interest as the district requested is in harmony with surrounding existing land uses and zoning. Unanimous approval.

First Class and Record Owners' Mailed Notice Certification

A certified copy of the tax record owner(s) of the subject and adjacent properties and their tax record mailing address is contained within the case file and is incorporated by reference as if delivered herewith. The record owners' certified receipt of notice is also included.

Historic Cumberland County Courthouse | 130 Gillespie Street | P.O. Box 1829
Fayetteville, North Carolina 28301 | Phone: 910-678-7600 | Fax: 910-678-7631

co.cumberland.nc.us

Location: 2380 Yarborough Road
Jurisdiction: County-Unincorporated

REQUEST

Rezoning A1 to R40A

Applicant requests a rezoning from A1 Agricultural District to R40A Residential District for two parcels approximately 3.42 acres and located at 2380 Yarborough Road. This would increase the allowed density from one unit per two acres (87,120 sq. ft.) to one unit per 40,000 square feet and permit the addition of a manufactured home on the subject site. The intent of this request is to add a manufactured home to the property following a recombination of the two existing parcels and subsequent subdivision of the property into two new lots, as illustrated in Exhibit "E". This is a conventional rezoning, and no conditions are proposed at this time. Location of the subject property is illustrated in Exhibit "A".

PROPERTY INFORMATION

OWNER/APPLICANT:

Robert J. Spencer (owner)

ADDRESS/LOCATION: 2380 Yarborough Road. Refer to Exhibit "A", Site Location. REID number: 0420837574000.

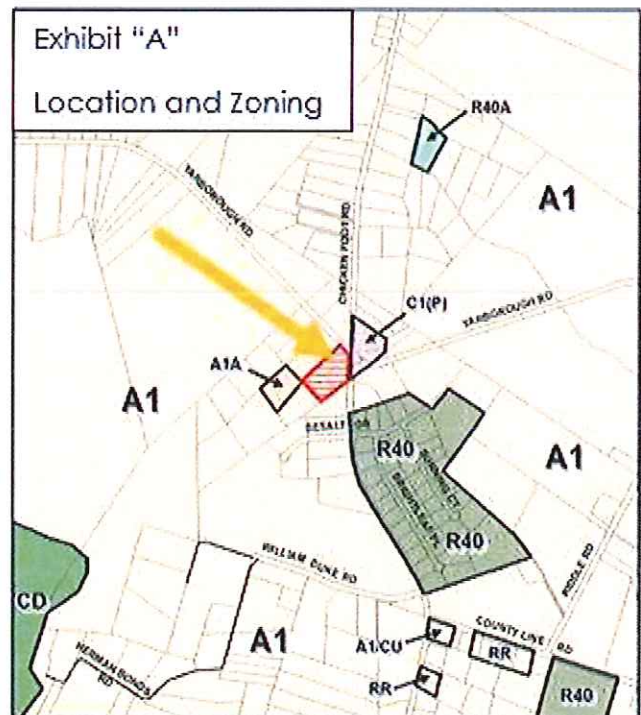
SIZE: 3.42 +/- acres within two parcels. The property has approximately 129 +/- feet of street frontage along the southwest side of Yarborough Road and approximately 260 +/- feet of street frontage along the west side of Chicken Foot Road. The property has a depth extending about 547.31 feet.

EXISTING ZONING: The subject property is currently zoned A1 Agricultural District. This district is intended to promote and protect agricultural lands, including woodland, within the County. The general intent of the district is to permit all agricultural uses to exist free from most private urban development except for large lot, single-family development. Some public and/or semi-public uses as well as a limited list of convenient commercial uses are permitted to ensure essential services for the residents.

EXISTING LAND USE: The parcel is currently residential in use with a double-wide manufactured home on the property. Exhibit "B" shows the existing use of the subject property.

SURROUNDING LAND USE: Exhibit "B" illustrates the following:

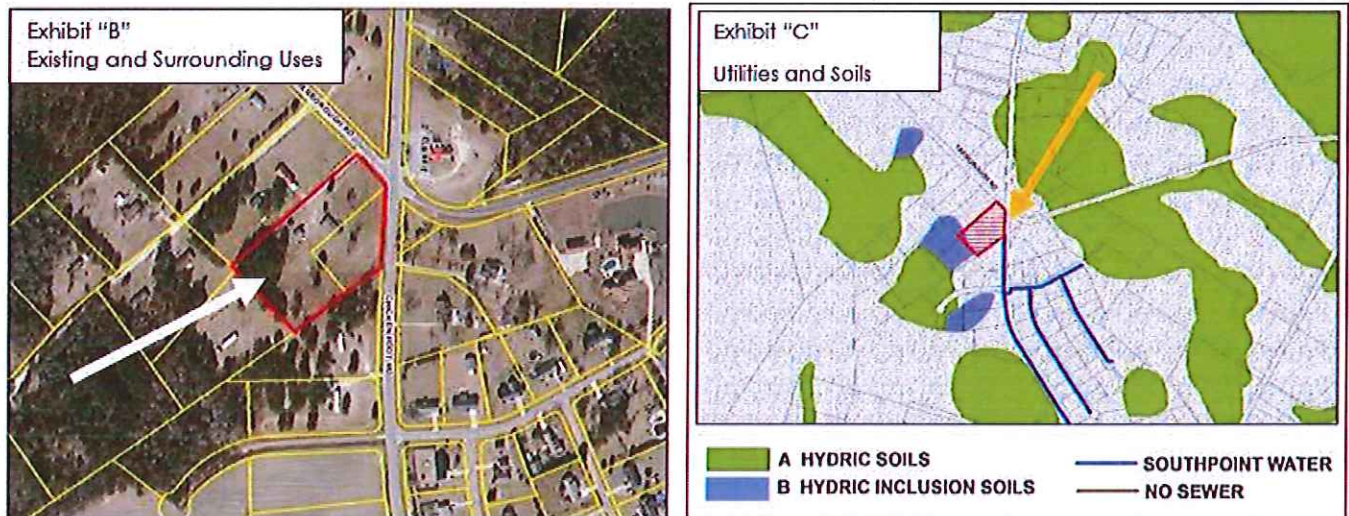
- North:** On the northeast corner of Yarborough Rd and Chicken Foot Rd is a restaurant on property zoned C1(P). The remainder on northern properties are residential in use zoned A1.
- East:** Across Chicken Foot Rd there are single-family residences on lots zoned A1.
- West:** There are single-wide and double-wide manufactured homes on property zoned A1.



South: There are multiple single-wide manufactured homes on A1 zoned lots. There is also a subdivision development zoned R40.

OTHER SITE CHARACTERISTICS: The site is not located in a Watershed or within a Flood Zone Hazard Area. The subject property, as delineated in Exhibit "C" illustrates no presence of hydric or hydric inclusion soils.

DEVELOPMENT REVIEW: There is an active subdivision case on this property (21-082). Its approval will be contingent upon a successful rezoning.



DIMENSIONAL PROVISIONS FOR REQUESTED DISTRICT:

Minimum Standard	A1 (Existing Zoning)	R40A (Proposed)
Front Yard Setback	50 feet	30 feet
Side Yard Setback	20 feet (one story) 25 feet (two story)	15 feet
Rear Yard Setback	50 feet	35 feet
Lot Area	2 acres (87,120 sq. ft.)	40,000 sq. ft.
Lot Width	100'	100'

Development Potential:

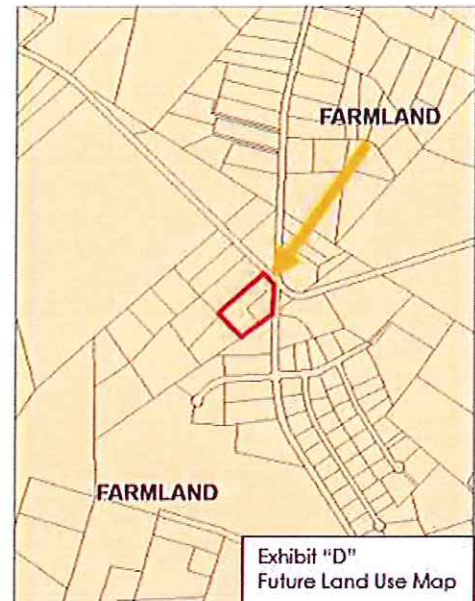
Existing Zoning (A1)	Proposed Zoning (R40A)
1 dwelling unit	3 dwelling units

- Assume 80% of land usable for development after the exclusion of land for roads, driveways, and drainage.
- Calculation: *site acreage* * .8 / *minimum lot size for zone district*
- Section 202 (A):** When the number of dwelling units permitted on a lot submitted for approval as a group development results in a fraction of a dwelling unit, a fraction of one-half or more shall be considered a dwelling unit, and a fraction of less than one-half shall be disregarded.

COMPREHENSIVE PLANS: Located in the South Central Land Use Plan (adopted in 2015), the subject property is designated as Farmland, which intends to preserve and protect farmland and agricultural business, as shown within Exhibit "D". The Farmland designation, in the South Central Land Use Plan, calls for associated zoning districts of A1, or in subdivisions of 10 acres or less, A1A, R40, and R40A. **Request is consistent with the adopted land use plan.**

APPLICABLE PLAN GOALS/POLICIES:

- Promote the concentration of development in areas with sufficient services such as water, sewer, roads, and nearby commercial establishments.



IMPACTS ON LOCAL INFRASTRUCTURE AND/OR FACILITIES

UTILITIES: Water facilities are shown on Exhibit "C". The site would have to be served by septic.

TRAFFIC: The subject property sits on Yarborough Road and is identified as an existing thoroughfare in the Metropolitan Transportation Plan. There are no construction projects planned, and the subject property will have no impact on the Transportation Improvement Plan.

SCHOOLS CAPACITY/ENROLLMENT:

School	Capacity	Enrollment
Gray's Creek Elem	500	394
Gray's Creek Mid	1200	1096
Gary's Creek High	1470	1343

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

EMERGENCY SERVICES: Cumberland County Fire Marshal's office has reviewed the request and stated that the applicant must ensure that all fire department access roads requirements are met in accordance with section 503 of the NC 2018 Fire Code where required.

SPECIAL DISTRICTS: The property is not located within the Fayetteville Regional Airport Overlay District or within five miles of Fort Bragg Military Base.

CONDITIONS OF APPROVAL: N/A

CODE DEVIATIONS: N/A

STAFF RECOMMENDATION

In Case P21-50, the Planning and Inspections staff **recommends approval** of the rezoning request from A1 Agricultural District to R40A Residential District and find the request is consistent with the South Central Land Use Plan which calls for Farmland at this location. Staff further finds that recommending approval of the request is reasonable and in the public interest as the district requested is in harmony with surrounding existing land uses and zoning.

Attachments:

Notification Mailing List

Zoning Application

PLOT PLAN

ATTACHMENT – MAILING LIST

BARFIELD, JAMES C
4218 CHICKEN FOOT RD
ST PAULS, NC 28384

ADAIR, DUSTY MARIE; &
LAWRENCE EDWIN CARLTON II
1074 BESALT DR
ST PAULS, NC 28384

BASS, SHELTON B; & PEGGY D
2238 BURRIS DR
ST PAULS, NC 28384

BLUE, NEIL L; & GENELLE O
8431 BRIGHTLEAF PL
ST PAULS, NC 28384

BRITT, KATHERINE CARROLL
1478 EBERHARDT RD
ST PAULS, NC 28384

CALERON-TORRES, HUGO; & MARIA
FRANCISCA MONREAL SIERRA
178 EDGEGROVE CIR
ST PAULS, NC 28384

CARTER, ROBERT LOVE; JUDITH,
CARTER HARDISON
8940 STEEPLECHASE DR
LINDEN, NC 28356

CHAPMAN, LISA C
4546 CHICKENFOOT RD
ST PAULS, NC 28384

CHAVIS, ANGELINA
3512 SEAWELL ST
FAYETTEVILLE, NC 28306

COOPER, WAYNE S; LAMB-COOPER,
MARILYN E
20 DEERWOOD LN
PINEHURST, NC 28374

EBERHART, DONNA L
1491 CARRISBROOKE RD
ST PAULS, NC 28384

EDWARDS, CHRIS; &
TRACIE FLOWERS
8404 BRIGHTLEAF PL
ST PAULS, NC 28384

FIELDS, JAMES ALVIN
8413 BRIGHTLEAF PL
ST PAULS, NC 28384

GASQUE, BOBBY LEMUEL;&
ANNETTE REVELS
8404 SUNNING CT
ST PAULS, NC 28384

GAUTHIER, DONALD JOSEPH
74 BENDAS DR
ST PAULS, NC 28384

GILES, FAYZELLE
292 TEDS RD
PARKTON, NC 28371

HENDERSON, NORVELL JR; & MIHAELA
2911 CHICKENFOOT RD
ST PAULS, NC 28384

HORNE, NEIL STANLEY
2336 YARBOROUGH RD
ST PAULS, NC 28384

JOLLY, REBECCA K LIFE ESTATE
4764 E NC 20 HWY
ST PAULS, NC 28384

LEARY, KENNETH J; & MELISIA N
8449 BRIGHTLEAF PL
ST PAULS, NC 28384

LEE, JANICE O
8450 BRIGHTLEAF PL
ST PAULS, NC 28384

MATTHEWS, TANYA
1075 BESALT DR
ST PAULS, NC 28384

MAYNARD, JAMES L; & JEANNA K
7664 TIGERTAIL RD
ST PAULS, NC 28384

MAYNARD, JULIUS; & FRANCES, R
7649 TIGERTAIL RD
SAINT PAULS, NC 28384

MCDONALD, JOHN ALBERT
5000 OWENS WAY 412A
PRINCE GEORGE, VA 23875

MCMILLAN, LATRIECE; & DEONDRA
8424 SUNNING CT
ST PAULS, NC 28384

MEDLOCK, HENRIETTA
2323 YARBOROUGH RD
ST PAULS, NC 28384

MELVIN, THEODORE PRESTON III; &
TREASIA LONG
1021 BESALT DR
ST PAULS, NC 28384

MILLER, JAMES A; & EDNA E
1070 BESALT DR
ST PAULS, NC 28384

MORRISON, SAABQUILLA R; & JOHN T
1035 BESALT DR
SAINT PAULS, NC 28384

MUSSELWHITE, JOHN E
1481 EBERHARDT RD
ST PAULS, NC 28384

PAUL, LEEANN CAROLE;&
GREGORY THOMAS
2354 YARBOROUGH RD
ST PAULS, NC 28384

POOLE, JEFFREY RAY;& TERRA B
4427 CHICKEN FOOT RD
ST PAULS, NC 28384

SCHWEMMER, JOHN G JR
6842 B PRUSSMAN BLV
COLORADO SPRINGS, CO 80902

SPENCER, ROBERT JAMES;&
DEBRA JANE
2380 YARBOROUGH RD
ST PAULS, NC 28384

SPIVEY, BRENTON M;&
ANDREA, M INMAN
8420 BRIGHTLEAF PL
ST PAULS, NC 28384

TYLER, KENNETH LEGRAND;&
PATRICIA MUSSELWHITE
1471 EBERHARDT RD
ST PAULS, NC 28384

WILKINSON, HENRY LEWIS
697 STONE CROSS DR
SPRING LAKE, NC 28390

NEASBITT, WILLIAM J
1051 BESALT DR
ST PAULS, NC 28384

PIOCUDA, JORGE; & DARLENE
8440 SUNNING CT
ST PAULS, NC 28384

POWELL, SAMMY C;& IVORY M
1009 BESALT DR
ST PAULS, NC 28384

SELLERS, LAURA L
1065 BESALT DR
ST PAULS, NC 28384

SPINELLI, JOSEPH A JR;&
REBECCA MARIE
2310 BURRIS DR
SAINT PAULS, NC 28384

STEWART, BUDDY
4210 CHICKENFOOT RD
ST PAULS, NC 28384

ULLOM, DANIEL
2271 SCHOOL RD
HOPE MILLS, NC 28348

YANOTKA, HELEN
835 SOUTHVIEW CIR
FAYETTEVILLE, NC 28311

PATE, DONALD BRUCE JR;& CRYSTAL B
8443 SUNNING CT
SAINT PAULS, NC 28384

PONCE, ELVIA MARY FLORES
58 POPPY LN
PARKTON, NC 28371

RIDDLE, JOSEPH GLENN
3175 ODOM RD
HOPE MILLS, NC 28348

SMITH, STACY D;& COLLEEN C
8429 SUNNING CT
ST PAULS, NC 28384

SPINELLI, JOSEPH ANTHONY
2310 BURRIS DR
SAINT PAULS, NC 28384

THOMPkins, STEVEN TRENT
1491 EBERHARDT RD
ST PAULS, NC 28384

WATERS, MARIE D
4441 CHICKEN FOOT RD
ST PAULS, NC 28384

ATTACHMENT – ZONING APPLICATION



County of Cumberland

Planning & Inspections Department

CASE #: R21-50

PLANNING BOARD
MEETING DATE: 8/17/2021

DATE APPLICATION
SUBMITTED: 7/12/2021

RECEIPT #: 78226

RECEIVED BY: ATC

APPLICATION FOR REZONING REQUEST CUMBERLAND COUNTY ZONING ORDINANCE

The following items are to be submitted with the completed application:

1. A copy of the *recorded* deed and/or plat.
2. If a portion(s) of the property is being considered for rezoning, an accurate written legal description of only the area to be considered;
3. A check made payable to "Cumberland County" in the amount of \$ 250.⁰⁰.
(See attached Fee Schedule).

Rezoning Procedure:

1. Completed application submitted by the applicant.
2. Notification to surrounding property owners.
3. Planning Board hearing.
4. Re-notification of interested parties / public hearing advertisement in the newspaper.
5. County Commissioners' public hearing (approximately four weeks after Planning Board public hearing)
6. If approved by the County Commissioners, rezoning becomes effective immediately.

The Planning & Inspections Staff will advise on zoning options, inform applicants of development requirement and answer questions regarding the application and rezoning process. For further questions, call (910)678-7603 or (910)678-7609. Hours of operation are 8:00 a.m. to 5:00 p.m., Monday through Friday.

NOTE: Any revisions, inaccuracies or errors to the application may cause the case to be delayed and will be scheduled for the next available board meeting according to the board's meeting schedule. Also, the application fee is *nonrefundable*.

TO THE CUMBERLAND COUNTY JOINT PLANNING BOARD AND THE BOARD OF
COUNTY COMMISSIONERS OF CUMBERLAND COUNTY, NC:

I (We), the undersigned, hereby submit this application, and petition the County Commissioners to amend and to change the zoning map of the County of Cumberland as provided for under the provisions of the County Zoning Ordinance. In support of this petition, the following facts are submitted:

1. Requested Rezoning from A1 to R40 A
2. Address of Property to be Rezoned: 2380 Yarbrough Road
3. Location of Property: Chicken Foot Road, Yarbrough Road
Carrisbrooke Road
4. Parcel Identification Number (PIN #) of subject property: 0420837574000
(also known as Tax ID Number or Property Tax ID) 0420839534000
5. Acreage: 3.42 Frontage: 129.39 Depth: 547.31
6. Water Provider: Well: ☒ PWC: _____ Other (name): _____
7. Septage Provider: Septic Tank ☒ PWC _____
8. Deed Book 5125, Page(s) 393, Cumberland County Registry. (Attach copy of deed of subject property as it appears in Registry).
9. Existing use of property: Residential
10. Proposed use(s) of the property: Residential
11. Do you own any property adjacent to or across the street from this property?
Yes _____ No ☒ If yes, where? _____
12. Has a violation been issued on this property? Yes _____ No ☒

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

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

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

Robert J. Spencer
NAME OF OWNER(S) (PRINT OR TYPE)

2380 Parborough Road
ADDRESS OF OWNER(S)

(910) 759-1814
HOME TELEPHONE #

WORK TELEPHONE #

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

ADDRESS OF AGENT, ATTORNEY, APPLICANT

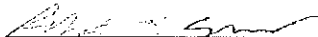
kspencer0316@gmail.com
E-MAIL

HOME TELEPHONE #

WORK TELEPHONE #

SIGNATURE OF OWNER(S)

SIGNATURE OF AGENT, ATTORNEY OR
APPLICANT


SIGNATURE OF OWNER(S)

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

BK 5125 PG 0393

RECEIVED

7- 7-1999 AM 11:28

GEORGE E. TATUM
REGISTER OF DEEDS
CUMBERLAND CO., N.C.035084
35084

Excise Tax \$ 0

Recording Time, Book and Page

Tax Lot No. _____ Parcel Identifier No: _____
Verified by _____ County on the ____ day of _____, 19____
by _____

TO Grantee
 Mail after recording to Bain & McRae, Attorney, P.O. Box 99, Lillington, NC 27546
 This instrument was prepared by Bain & McRae, Attorney, P.O. Box 99, Lillington, NC 27546

Brief Description for the index

Lot 6

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this ____ day of May, 1999 by and between

GRANTOR

James Earl Lamm and wife,
 Janet F. Lamm
 475 Belle Isle Road
 Georgetown, SC 29440

GRANTEE

Robert James Spencer and wife,
 Debra Jane Spencer
 Route 2, Box 323J12
 St. Pauls, NC 28384

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g., corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the City of _____ Township, Cumberland County, North Carolina and more particularly described as follows:

BEING all of Lot No. 6 as shown upon a plat entitled "Subdivision Survey for James E. Lamm and wife, Janet F. Lamm", dated May 30, 1989 and recorded in Plat Book 70, Page 1, Cumberland County Registry. Reference to said plat is hereby made for a more perfect description. 146, 199

The above described lot encumbers a one (1) acre parcel previously conveyed to Grantees by deed which appears of record in Book 3568, Page 061, Cumberland County Registry.

10

The property hereinabove described was acquired by Grantor by instrument recorded in Book _____, Page _____, Harnett County Registry.

A map showing the above described property is recorded in Plat Book 70, Page 1, Cumberland County Registry.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated.

Title to the property hereinabove described is subject to the following exceptions:

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

(Corporate Name)

By: _____

President

ATTEST: _____

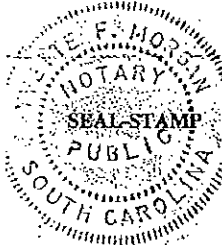
Secretary (Corporate Seal)

James Earl Lamm (SEAL)
James Earl Lamm

Janet F. Lamm (SEAL)
Janet F. Lamm

(SEAL)

(SEAL)



SOUTH CAROLINA, Georgetown County.

I, a Notary Public of the County and State aforesaid, certify that James Earl Lamm and wife, Janet F. Lamm, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 24th day of May, 1999.

My commission expires: 10-12-07

Yvette F. Morgan
Notary Public

SEAL-STAMP

NORTH CAROLINA, Harnett County.

I, a Notary Public of the County and State aforesaid, certify that personally came before me this day and acknowledged that he/she is

____ Secretary of, a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by it ____ President, sealed with its corporate seal and attested by him/her as its ____ Secretary. Witness my hand and official stamp or seal, this ____ day of _____, 19__.

My commission expires: / /

Notary Public

The foregoing Certificate(s) of Yvette F. Morgan

is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

GEORGE E. TATUM REGISTER OF DEEDS FOR CUMBERLAND COUNTY,
By Debra M. Davis Deputy / Assistant - Register of Deeds **NO REVENUE**

FAYETTEVILLE PUBLISHING COMPANY
 458 Whitfield Street, Fayetteville, NC 28306
 Phone (910) 678-9000 Toll Free 1-800-345-9895 Fax (910) 323-1451

Order Confirmation

PUBLIC NOTICE

The Cumberland County Board of Commissioners will meet at 6:15 p.m. on September 20, 2021, in room 118 of the County Courthouse at 117 Dick Street to hear the following:

P21-33 rezoning 41.98 +/- ac A1 Agricultural District to R7.5 Residential/CZ District up to 122 lots zli sub or to a more restrictive zoning district; west of NC 87 Hwy and south of Olaburns Drive; James D. Hubbard and Norma Garcia; Cheri and Marty Lassiter; Tommy J Woodell and Debra H. Woodell; Travis Allen Hubbard and Jill Elizabeth Hubbard; Pamela and Michael Domanski; Michael and Jodi Davis; Christopher Davis, Kristin M. Davis; Boyd D. Parsons Jr. and Mae Smith Parsons (owners)

P21-36 rezoning 12.36 +/- ac A1 District to C(P) District or more restrictive zoning district; east of Cedar Creek Dr, north of Tabor Church Rd; Cathy Tatum Vinson (owner)

P21-43 rezoning 1.42 +/- ac R40A District to RR District or more restrictive zoning district; at 3662 Gabe Smith Rd; Rose Jones (owner)

P21-45 rezoning 2.00 +/- ac A1 District to R40A District or more restrictive zoning district; at 6154 Dunn Rd; Linda Davis (owner)

P21-48 rezoning 0.38 +/- ac C2(P) District to C(P) District or more restrictive zoning district; at 3713 Cumberland Rd; Brian Barber and Wendy Barber (owners)

P21-50 rezoning 3.42 +/- ac A1 District to R40A District or more restrictive zoning district; at 2380 Yarborough Rd; Robert Spencer (owner)

P21-51 rezoning 23.72 +/- ac R10 District to M(P) District or more restrictive zoning district; at 3200 Natal St; Purolator Filters NC, LLS (owner)
 9/8, 13 5252097

Ad Order Number

0005252097

Sales Rep.

0090

Order Taker

0001

Order Source

Telephone

Order Invoice Text

CCBoC - 9/20/21 meeting

Customer

CUMB CO JOINT PLANNING

Customer Account

003661000

Customer Address

130 Gillespie Street, Attn: Laverne Howard,
 FAYETTEVILLE NC 28301 USA

Customer Phone

910-678-7600

Payor Customer

CUMB CO JOINT PLANNING

PO Number

Payor Account

003661000

Ordered By

Payor Address

130 Gillespie Street, Attn: Laverne Howard
 FAYETTEVILLE NC 28301 USA

Customer Fax

910-678-7631

Customer Email

lhoward@co.cumberland.nc.us

Payor Phone

910-678-7600

Special Pricing

None

<u>Net Amount</u>	<u>Tax Amount</u>	<u>Total Amount</u>	<u>Amount Due</u>
\$394.16	\$0.00	\$394.16	\$394.16

<u>Payment Method</u>	<u>Payment Amount</u>
	\$0.00

<u>Ad Number</u>	<u>Ad Type</u>	<u>Ad Size</u>	<u>Color</u>
0005252097-01	CL Legal Line	: 1.0 X 52 cl	<NONE>

<u>Product</u>	<u>Placement/Classification</u>	<u>Run Dates</u>	<u># Inserts</u>	<u>Cost</u>
FO::	401 - Legals	9/8/2021, 9/13/2021	2	\$378.56
OL::	401 - Legals	9/8/2021, 9/13/2021	2	\$15.60



PLANNING AND INSPECTIONS DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 20, 2021

TO: BOARD OF COUNTY COMMISSIONERS

FROM: CUMBERLAND COUNTY JOINT PLANNING BOARD

DATE: 9/9/2021

SUBJECT: CASE P21-51

BACKGROUND

Case P21-51: rezoning of 23.72 +/- acres from R10 Residential District to M(P) Planned Industrial District or a more restrictive zoning district; located at 3200 Natal St; submitted by Larry King and Associates (agents) on behalf of Purolator Filters NC, LLS (owner).

RECOMMENDATION / PROPOSED ACTION

Planning Board Action: Recommended approval of the rezoning request from R10 Residential District to M(P) Planned Industrial District at the August 17, 2021 meeting for the reasons stated and as fully reflected in the minutes of the Planning Board Meeting which are incorporated herein by reference.

Staff Recommendation: In Case P21-51, the Planning and Inspections staff **recommends approval** of the rezoning request from R10 Residential District to M(P) Planned Industrial District and find the request is consistent with the Southwest Cumberland Land Use Plan which calls for Industrial and Open Space at this location. Staff further finds that recommending approval of the request is reasonable and in the public interest as the district requested is in harmony and compatible with surrounding existing land uses and zoning.

If the Board of Commissioners wishes to follow the recommendation of the Planning Board in this case, the following motion is appropriate:

MOTION:

In Case P21-51, I move to approve the rezoning request from R10 Residential District to M(P) Planned Industrial District and find the request is consistent with the Southwest Cumberland Land Use Plan which calls for Industrial and Open Space. Approval of the request is reasonable and in the public interest as the district

requested is in harmony and compatible with surrounding existing land uses and zoning.

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

MOTION:

In Case P21-51, I move to deny the rezoning request from R10 Residential District to M(P) Planned Industrial District and find the request is not consistent with the Southwest Cumberland Land Use Plan which calls for Industrial and Open Space. Denial of the request is reasonable and in the public interest because _____.

ATTACHMENTS:

Description

Type

Action Memo

Backup Material

Amy H. Cannon
County Manager

Tracy Jackson
Assistant County Manager



Rawls Howard
Director

David Moon
Deputy Director

Planning & Inspections Department

SEPTAMBER 9, 2021

MEMO TO: Cumberland County Board of Commissioners

FROM: Cumberland County Joint Planning Board

SUBJECT: **Case P21-51:** rezoning of 23.72 +/- acres from R10 Residential District to M(P) Planned Industrial District or a more restrictive zoning district; located at 3200 Natal St; submitted by Larry King and Associates (agents) on behalf of Purolator Filters NC, LLS (owner).

ACTION: Recommended approval of the rezoning request from R10 Residential District to M(P) Planned Industrial District at the August 17, 2021 meeting for the reasons stated and as fully reflected in the minutes of the Planning Board Meeting which are incorporated herein by reference.

MINUTES OF AUGUST 17, 2021

In Case P21-51, the Planning and Inspections staff recommends approval of the rezoning request from R10 Residential District to M(P) Planned Industrial District and find the request is consistent with the Southwest Cumberland Land Use Plan which calls for Industrial and Open Space at this location. Staff further finds that recommending approval of the request is reasonable and in the public interest as the district requested is in harmony and compatible with surrounding existing land uses and zoning.

In Case P21-51, Mrs. Moody made a motion, seconded by Mr. Baker to recommend approval of the rezoning request from R10 Residential District to M(P) Planned Industrial District and find the request is consistent with the Southwest Cumberland Land Use Plan which calls for Industrial and Open Space at this location. Staff further finds that recommending approval of the request is reasonable and in the public interest as the district requested is in harmony and compatible with surrounding existing land uses and zoning. Unanimous approval.

First Class and Record Owners' Mailed Notice Certification

A certified copy of the tax record owner(s) of the subject and adjacent properties and their tax record mailing address is contained within the case file and is incorporated by reference as if delivered herewith. The record owners' certified receipt of notice is also included.

Historic Cumberland County Courthouse | 130 Gillespie Street | P.O. Box 1829
Fayetteville, North Carolina 28301 | Phone: 910-678-7600 | Fax: 910-678-7631

co.cumberland.nc.us

Location: 3200 Natal Street
Jurisdiction: Unincorporated-County

REQUEST

Rezoning R10 to M(P)

Applicant requests a rezoning from R10 Residential District to M(P) Planned Industrial District for approximately 23.72 acres contained within one parcel located at 3200 Natal Street. This would allow the property owners to develop the properties with a nonresidential use. The applicant's intention is to develop the property with warehousing/storage activity as an expansion of use from the primary facility abutting to the east. This is a conventional rezoning, and no conditions are proposed at this time. Location of the subject property is illustrated in Exhibit "A".

PROPERTY INFORMATION

OWNER/APPLICANT:

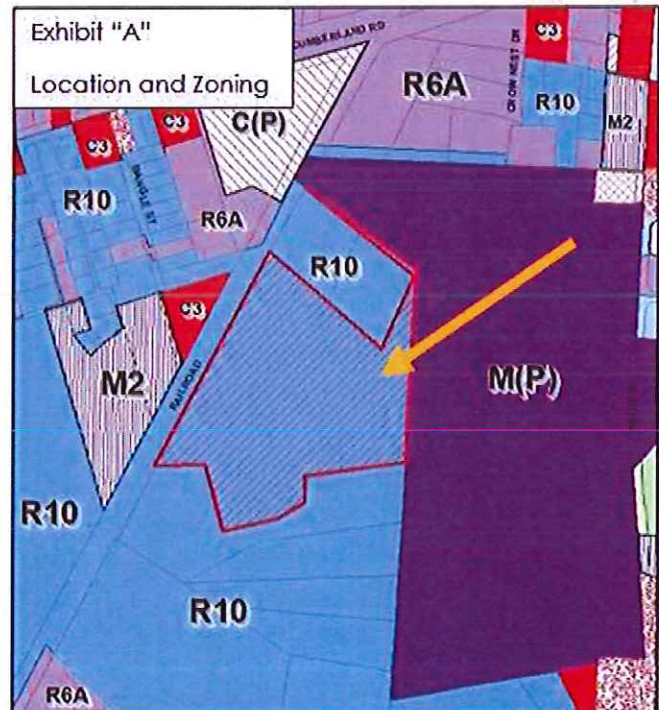
Larry King and Associates (agent) on behalf of Purolator Filters NC, LLC (owner)

ADDRESS/LOCATION: 3200 Natal Street. Refer to Exhibit "A", Site Location. REID number: 0425295320000.

SIZE: 23.72 +/-acres within one parcel. The property has no street frontage. The subject site has a depth ranging from approximately 750 feet to about 1300 feet.

EXISTING ZONING: The parcel is zoned R10, this district zoning is a dormant district and requires corresponding to R7.5 zoning district requirements. R7.5 Residential district is designed primarily for single-family dwellings on lots with a lot area of 7,500 square feet or above.

EXISTING LAND USE: The parcel is currently vacant with a large public utility easement. Exhibit "B" shows the existing use of the subject property.



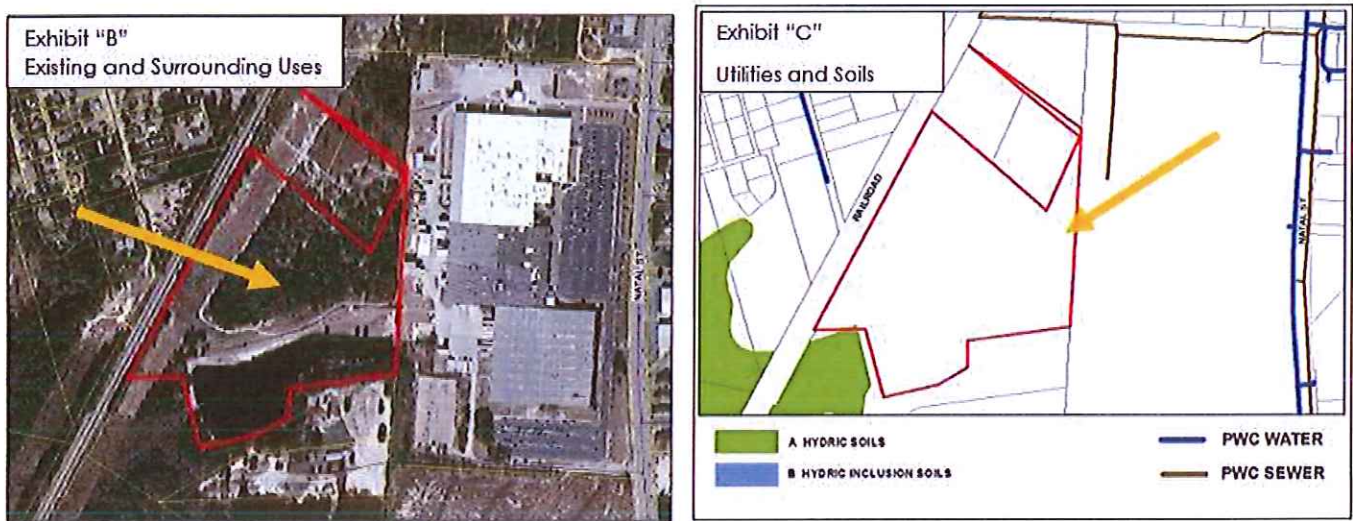
SURROUNDING LAND USE: Exhibit "B" illustrates the following:

- North:** The properties to the north are similarly vacant with the same substantial PUE southeast of the railroad tracks. The noted properties are zoned R10, M(P), and R6A.
- East:** The adjacent property is a manufacturing facility under the same ownership as the subject site, and zoned M(P). On the same parcel is an electrical substation.
- West:** Across the railroad tracks are a variety of residential structures like manufactured homes and stick built on land zoned R6A and R10 and a church zoned C(P). There is also an automotive service and communications tower on separate lots abutting the railroad tracks directly to the east of the subject site. Both lots are zoned C3 Heavy Commercial District and M2. M2 is a dormant district which has been replaced by M(P).

South: Most of the southern adjacent parcels are vacant and wooded. However, there is one lot used for a single-family residence. All properties are zoned R10.

OTHER SITE CHARACTERISTICS: The site is not located in a Watershed or a Special Flood Hazard Area. The subject property, as delineated in Exhibit "C" illustrates no presence of hydric but does include hydric inclusion soils.

DEVELOPMENT REVIEW: Subdivision review will be required prior to any division of land.



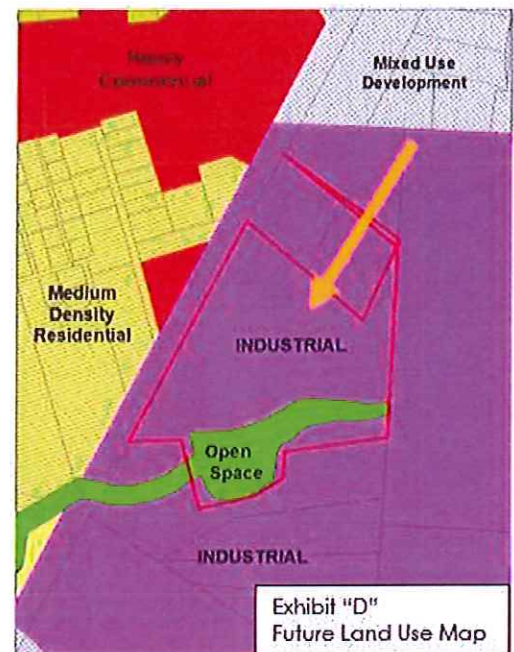
DIMENSIONAL PROVISIONS FOR REQUESTED DISTRICT:

Minimum Standard	R10 (Existing Zoning)/Defers to R7.5	M(P) (Proposed)
Front Yard Setback	30 feet	130 feet (from ROW) 130 feet (from CL)
Side Yard Setback	10 feet (one story) 15 feet (two story)	50 feet
Rear Yard Setback	35 feet	50 feet
Lot Area	7,500 sq. ft.	N/A
Lot Width	75 feet	N/A

COMPREHENSIVE PLANS: Located in the Southwest Cumberland Land Use Plan (adopted in 2013), the subject property is designated as Industrial and Open Space. The Industrial designation, in the Southwest Cumberland Land Use Plan, is intended for uses that promote a diversity of clean and high tech industrial/manufacturing enterprises that have adequate infrastructure and ensures compatibility of land uses and calls for associated zoning districts of M1(P) and M(P). **Request is consistent with adopted land use plan.**

APPLICABLE PLAN GOALS/POLICIES:

- Locate industries and manufacturing enterprises in areas that have adequate infrastructure (rail, water, sewer, natural gas, roads, mass transit, etc.) and land area for buffering, vehicular and pedestrian circulation, landscaping, and is compatible with the character of the Area.
- Promote economic cooperation and coordination between all levels of public and private agencies in recruiting and retaining industries and manufacturing enterprises.



IMPACTS ON LOCAL INFRASTRUCTURE AND/OR FACILITIES

UTILITIES: PWC water and sewer utilities are available along the frontage of Natal Street and the western and southern sides of property. It is the responsibility of the applicant to determine if these utilities will adequately serve their development. Utilities for water and sewer are shown on Exhibit "C".

TRAFFIC: The subject property sits on Natal Street and is identified as an existing thoroughfare in the Metropolitan Transportation Plan. There are no construction projects planned and the subject property will have no impact on the Transportation Improvement Plan.

SCHOOLS CAPACITY/ENROLLMENT:

School	Capacity	Enrollment
Cumberland Rd Elem	355	281
Douglas Byrd Mid	600	595
Douglas Byrd High	1280	899

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

EMERGENCY SERVICES: Cumberland County Fire Marshal's office has reviewed the request and stated that building plans, drawn to scale, must be submitted for new construction and building renovation projects. The developer must also ensure that all fire department access roads requirements are met in accordance with section 503 of the NC 2018 Fire Code where required and ensure emergency responder radio coverage is achieved.

SPECIAL DISTRICTS: The property is not within five miles of Fort Bragg Military Base but is located within the Fayetteville Regional Airport Overlay District. Staff has not yet received any comment from a representative from the Fayetteville Regional Airport.

CONDITIONS OF APPROVAL: N/A

CODE DEVIATIONS: N/A

STAFF RECOMMENDATION

In Case P21-51, the Planning and Inspections staff **recommends approval** of the rezoning request from R10 Residential District to M(P) Planned Industrial District and find the request is consistent with the Southwest Cumberland Land Use Plan which calls for Industrial and Open Space at this location. Staff further finds that recommending approval of the request is reasonable and in the public interest as the district requested is in harmony and compatible with surrounding existing land uses and zoning.

Attachments:

Notification Mailing List

Zoning Application

ATTACHMENT – MAILING LIST

ALLEN, ISAAC R TRUSTEE
PO BOX 151
WADE, NC 28395

ABDULLAH, PHAYLEN
8237 SHOREWAY DR
FAYETTEVILLE, NC 28304

BORDEAUX, CONGREGATION OF
JEHOVAH WITNESSESS TRUSTEES
3265 CUMBERLAND RD
FAYETTEVILLE, NC 28306

BORDEAUX, CONGREGATION OF
JEHOVAH WITNESSESS TRUSTEES
2910 THORP DR
FAYETTEVILLE, NC 28306

CRAIG, GORDON L; GERTRUD,
STRASSNER COFFEY
211 MAYFAIR ST
FAYETTEVILLE, NC 28306

DAVIS, CHARLES J; TIMOTHY R; &
MITCHELL K
3375 STATE ST
FAYETTEVILLE, NC 28306

FORMER CLEAN AIR HOLDING CO INC
2243 CORNING RD
ELMIRA HEIGHTS, NY 14903

GIBBS, HENRY JR
7505 COLERIDGE DR
FAYETTEVILLE, NC 28304

GULLICKSON, CELIA
205 LAWNDAL ST
FAYETTEVILLE, NC 28306

HALL, JANE & EARL
300 MAYFAIR ST
FAYETTEVILLE, NC 28306

JACOBS, ANTHONY; VIVIAN;
KENNETH; & CONNIE
3287 CUMBERLAND RD
FAYETTEVILLE, NC 28306

K& JS PROPERTIES LLC;
TPGM PROPERTIES LLC
PO BOX 53729
FAYETTEVILLE, NC 28305

MALLOY, RICHARD; & TONYA
206 LAWNDAL ST
FAYETTEVILLE, NC 28306

MANESS, RICHARD BLAKE
6804 BRISTLE BARK CT
WENDELL, NC 27591

MCDONALD, THOMAS WAYNE;
& PATRICIA A
7654 KING RD
FAYETTEVILLE, NC 28306

PACKER, DONNA LYNN
209 LAWNDAL ST
FAYETTEVILLE, NC 28306

PUROLATOR FILTERS NA LLC
3200 NATAL RD
FAYETTEVILLE, NC 28306

SMITH, ELLEN JACOBS; JACOBS, ROBERT
LEE; OSBORNE,
ELIZABETH NICOLE
758 SLOCOMB RD
FAYETTEVILLE, NC 28311

WHITTING, THELMA ALLEN V
6491 SHARON KAY CT
ALEXANDRIA, VA 22310

WHITTING, THERESA; ALLEN, ISAAC
THURMAN; ALLEN, DOROTHY; WHITTING,
GARY W; ALLEN, ISAAC R TRUSTEE
6509 10TH ST A1
ALEXANDRIA, VA 22307

ATTACHMENT – ZONING APPLICATION



County of Cumberland
◆
Planning & Inspections Department

CASE #: P21-51
PLANNING BOARD
MEETING DATE: 8/17/21
DATE APPLICATION
SUBMITTED: 7/14/21
RECEIPT #: 78260
RECEIVED BY: ATC

**APPLICATION FOR
REZONING REQUEST
CUMBERLAND COUNTY ZONING ORDINANCE**

The following items are to be submitted with the completed application:

1. A copy of the *recorded* deed and/or plat.
2. If a portion(s) of the property is being considered for rezoning, an accurate written legal description of only the area to be considered;
3. A check made payable to "Cumberland County" in the amount of \$ 918.75.
(See attached Fee Schedule).

Rezoning Procedure:

1. Completed application submitted by the applicant.
2. Notification to surrounding property owners.
3. Planning Board hearing.
4. Re-notification of interested parties / public hearing advertisement in the newspaper.
5. County Commissioners' public hearing (approximately four weeks after Planning Board public hearing)
6. If approved by the County Commissioners, rezoning becomes effective immediately.

The Planning & Inspections Staff will advise on zoning options, inform applicants of development requirement and answer questions regarding the application and rezoning process. For further questions, call (910)678-7603 or (910)678-7609. Hours of operation are 8:00 a.m. to 5:00 p.m., Monday through Friday.

NOTE: Any revisions, inaccuracies or errors to the application may cause the case to be delayed and will be scheduled for the next available board meeting according to the board's meeting schedule. Also, the application fee is *nonrefundable*.

**TO THE CUMBERLAND COUNTY JOINT PLANNING BOARD AND THE BOARD OF
COUNTY COMMISSIONERS OF CUMBERLAND COUNTY, NC:**

I (We), the undersigned, hereby submit this application, and petition the County Commissioners to amend and to change the zoning map of the County of Cumberland as provided for under the provisions of the County Zoning Ordinance. In support of this petition, the following facts are submitted:

1. Requested Rezoning from R10 to M(P)
2. Address of Property to be Rezoned: 3200 NATAL RD, FAYETTEVILLE, NC 28306
3. Location of Property: 23.72 ACRES TO THE WEST OF THE PUROLATOR FILTERS PROPERTY
AND TO THE EAST OF THE RAILROAD
4. Parcel Identification Number (PIN #) of subject property: 0425295320000
(also known as Tax ID Number or Property Tax ID)
5. Acreage: 23.72 ACRES Frontage: 0.0 FEET Depth: 1200 +/- FEET
6. Water Provider: Well: _____ PWC: X Other (name): _____
7. Septage Provider: Septic Tank _____ PWC X
TRACT 2 ONLY
8. Deed Book 7204, Page(s) 837, Cumberland County Registry. (Attach copy of deed of subject property as it appears in Registry).
9. Existing use of property: VACANT
10. Proposed use(s) of the property: WAREHOUSE/PRIVATE STORAGE
11. Do you own any property adjacent to or across the street from this property?
Yes X No _____ If yes, where? ADJACENT
12. Has a violation been issued on this property? Yes _____ No X

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

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

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

PUROLATOR FILTERS NC LLC

NAME OF OWNER(S) (PRINT OR TYPE)

3200 NATAL STREET, FAYETTEVILLE, NC 28306

ADDRESS OF OWNER(S)

HOME TELEPHONE #

TODD BROSKO 704.906.4210

WORK TELEPHONE #

LORI EPLER @ LARRY KING & ASSOCIATES, RLS, PA

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

PO BOX 53787, FAYETTEVILLE, NC 38405

ADDRESS OF AGENT, ATTORNEY, APPLICANT

LEPLER@LKANDA.COM

E-MAIL

HOME TELEPHONE #

WORK TELEPHONE #



SIGNATURE OF OWNER(S)

MGR. REAL ESTATE AMERICAS

SIGNATURE OF AGENT, ATTORNEY OR
APPLICANT

SIGNATURE OF OWNER(S)

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

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

PUROLATOR FILTERS NC LLC

NAME OF OWNER(S) (PRINT OR TYPE)

3200 NATAL STREET, FAYETTEVILLE, NC 28306

ADDRESS OF OWNER(S)

HOME TELEPHONE #

TODD BROSKO 704.906.4210

WORK TELEPHONE #

LORI EPLER @ LARRY KING & ASSOCIATES, RLS, PA

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

PO BOX 53787, FAYETTEVILLE, NC 38405

ADDRESS OF AGENT, ATTORNEY, APPLICANT

LEPLER@LKANDA.COM

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MGR, REAL ESTATE AMERICAS



SIGNATURE OF AGENT, ATTORNEY OR
APPLICANT

SIGNATURE OF OWNER(S)

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

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(N.P SEAL)

44.00 LAB

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RECEIVED

4-13-2006 AM 10:06:23

J. LEE WARREN JR.
REGISTER OF DEEDS
CUMBERLAND CO., N.C.

CUMBERLAND COUNTY NC 04/13/2006

\$24400.00



Real Estate
Excise Tax

Excise Tax \$24,400.00

Recording Time, Book and Page

Tax Lot No. _____

Parcel Identifier No. _____

Verified By _____ County on the _____ day of _____, 2006

by _____

After recording, return to:

Sharon Nieland

LandAmerica Commercial Services

201 S. College Street, Suite 1590

Charlotte, NC 28244

Reaves & Reaves, PLLC

Attorneys at Law

PO Box 53187

Fayetteville, NC 28305

Mail after recording to

This instrument was prepared by Alston & Bird LLP, 101 South Tryon Street, Suite 4000, Charlotte, NC 28280

Brief description for the Index

3200 Natal Street, Fayetteville, NC

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 28 day of March, 2006, by and between

GRANTOR

ARVINMERITOR FILTERS OPERATING CO., LLC
(formerly known as Purolator Products NA, LLC and
Purolator Products NA, Inc.)
c/o ArvinMeritor, Inc.
2135 West Maple Road
Troy, Michigan 48084-7186

GRANTEE

PUROLATOR FILTERS NA LLC (formerly known
as Filters North America LLC)
3200 Natal Street
Fayetteville, North Carolina 28306

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

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BK 7204 PG 838

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the City of Fayetteville, Cumberland County, North Carolina and more particularly described on Exhibit A attached hereto and made a part hereof:

The property hereinabove described was acquired by Grantor by instruments recorded in the Cumberland County, North Carolina Land Records at Book 3251, Page 805; Book 4668, Page 578; Book 3074, Page 311; and Book 5437, Page 38

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated.

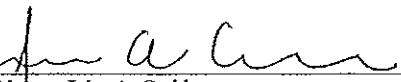
Title to the property hereinabove described is subject to the following exceptions: all matters of record; ad valorem taxes for 2006 and subsequent years and a certain unrecorded lease to Purolator Employees Federal Credit Union dated as of April 7, 1994, as amended on July 27, 1994.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Grantor has caused this instrument to be signed in its corporate name by its duly authorized officers by authority of its Board of Directors, the day and year first above written.

(USE BLACK INK ONLY)

ARVINMERITOR FILTERS OPERATING CO., LLC

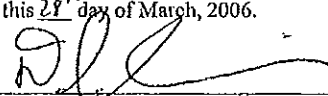
By: 
Name: John A. Crable
Title: Vice President

STATE OF NEW YORK

COUNTY OF NEW YORK

I, David P. Speciner, a Notary Public of the County of New York and State of New York, certify that John A. Crable, either being personally known to me or proven by satisfactory evidence (said evidence being David's License), personally appeared before me this day and acknowledged that he is Vice President of ArvinMeritor Filters Operating Co., LLC, a Delaware limited liability company, and that he, as Vice President, being authorized to do so, voluntarily executed the foregoing on behalf of the corporation for the purposes stated therein.

WITNESS my hand and official stamp or seal, this 28th day of March, 2006.


Notary Public DAVID SPECINER
(Type or Print Name)

My Commission Expires:

DAVID SPECINER
Notary Public, State of New York
No. 018P4834858
Qualified in New York County
Commission Expires June 30, 2007

The foregoing Certificate(s) _____

is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

REGISTER OF DEEDS FOR
COUNTY
By _____ Deputy/Assistant-Register of Deeds

EXHIBIT A

Tract 1

Beginning at a new iron pipe on the western right of way of Natal Street (S.R. 1344) (VARIABLE R/W), said point being South 64° 36' 46" West 7,554.68 feet from NCGS monument "INNIS", said monument having NC grid coordinates (NAD 83) of N=461,719.293, E=2,031,076.676, thence leaving said right of way North 86° 38' 21" West 132.66 feet to an existing concrete monument, thence North 86° 37' 21" West 1,051.82 feet to an existing rebar, thence North 03° 34' 12" East 128.41 feet to an existing concrete monument, thence North 03° 18' 44" East 300.05 feet to an existing concrete monument, thence North 03° 23' 54' East 539.32 feet to an existing iron pipe, thence North 02° 52' 59" East 988.39 feet to an existing concrete monument, thence South 86° 54' 59" East 630.29 feet to an existing concrete monument, thence South 86° 30' 01" East 472.37 feet to a concrete monument on the western right of way of Natal Street (S.R. 1344) (VARIABLE R/W), thence with said right of way, South 03° 14' 19" West 902.57 feet to a new iron pipe, thence along a curve to the left having a radius of 5,784.76 feet, an arc length of 692.52 feet, and a chord bearing and distance of South 00° 11' 28" East 692.11 feet to a new iron pipe, thence South 03° 37' 17" East 367.71 feet to the point and place of Beginning containing 50.141 acres more or less.

Tract 2

Beginning at an existing iron pipe, the beginning and northwest corner of the tract of which this is a part, said corner being located 100.45 feet southeast of the centerline of the SCL Railroad lines southbound track and runs thence South 51 degrees 38 minutes 36 seconds East 712.07 feet to an existing concrete monument, the northeast corner of the tract of which this is a part and in the western line of the lands of Purolator, Inc.; thence as the original east line of this tract South 03 degrees 11 minutes 38 seconds West 934.81 feet to an existing iron pipe, Allen's northeast corner of first tract in Deed Book 2279, Page 573; thence as Allen's north line South 81 degrees 36 minutes 14 seconds West 515.31 feet to an existing drive shaft; thence South 02 degrees 38 minutes 35 seconds West 131.92 feet to an existing drive shaft in a southeast corner of Tomlinson's third tract in Deed Book 2279, Page 573; thence as the lines of Tomlinson's tract South 59 degrees 10 minutes 07 seconds West 170.16 feet to an iron pipe; thence South 76 degrees 48 minutes 38 seconds West 281.80 feet to an existing pump pipe, the southwest corner of Tomlinson's tract in Deed Book 2279, Page 573; thence North 15 degrees 32 minutes 22 seconds West 357.95 feet to an existing iron pipe, the northeast corner of Allen's second tract in Deed Book 2279, Page 573; thence as Allen's north line South 87 degrees 16 minutes 38 seconds West 222.86 feet to an iron pipe located 100 feet southeast of the centerline of the SCL Railroad southbound track; thence as the original west line of the tract of which this is a part and being parallel to and 100 feet southeast of the centerline of the SCL Railroad southbound track North 28 degrees 09 minutes 56 seconds East 1220.95 feet to an existing iron pipe the most western corner of the lands of James Patterson as conveyed to him by deed recorded in Deed Book 907, Page 317; thence with and beyond his southwest line South 49 degrees 02 minutes 46 seconds East 730.40 feet to an existing iron pipe, the most southern corner of lands conveyed to James Patterson by deed recorded in Deed Book 931, Page 73; thence as Patterson's southeast line of Deed Book 931, Page 73, North 28 degrees 16 minutes 55 seconds East 366.10 feet to an existing iron pipe, the most eastern corner of Patterson's land in Deed Book 931, Page 73, and said iron pipe located 3.44 feet west of the east line of the tract herein described; thence with and beyond Patterson's northeast line of Deed Book 931, Page 73, North 49 degrees 03 minutes 55 seconds West 731.80 feet to an existing iron pipe, the most northern corner of Patterson's land in Deed Book 907, page 317, said corner also being the BEGINNING corner of the tract herein described

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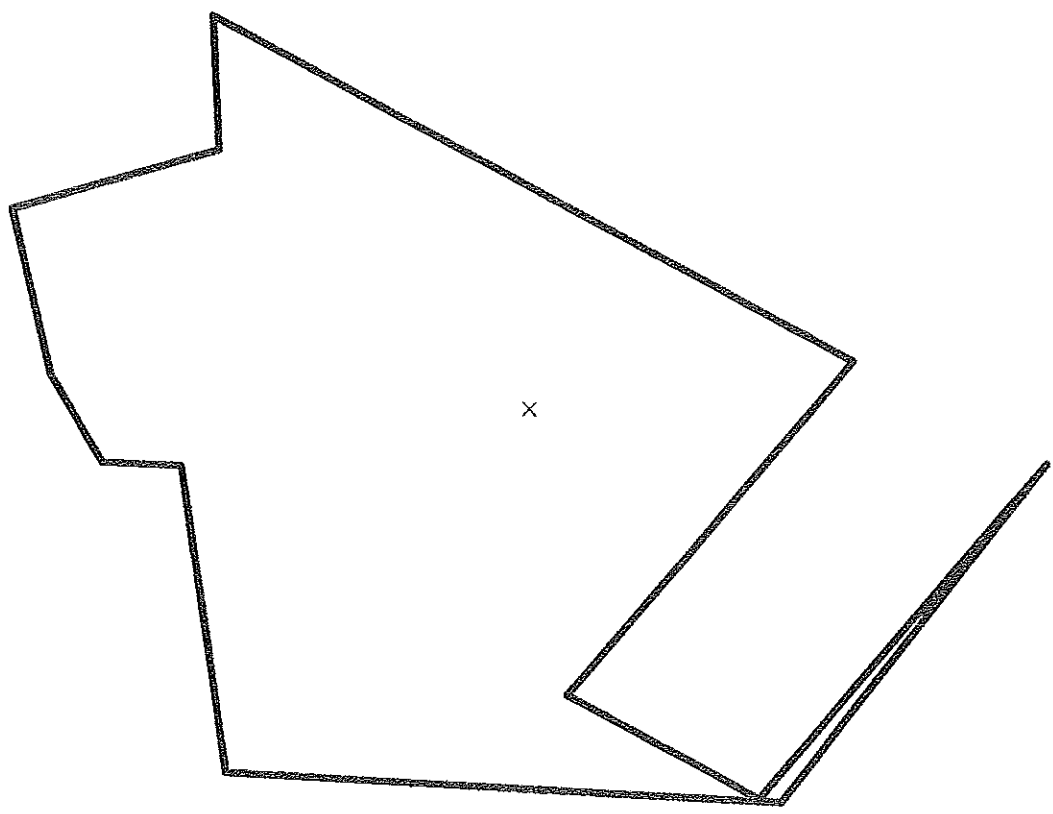
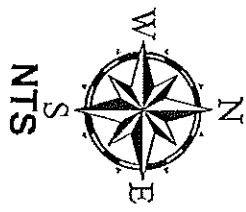
BK 7204 PG 841

containing 23.72 acres as surveyed by Rose and Purcell, Inc., in May, 1985, using Deed North Meridian and being a portion of the lands recorded in Deed Book 977, Page 187, and all the lands conveyed by deed recorded in Deed Book 2279, Page 573, third tract, Cumberland County Registry.

Tract 3

BEGINNING AT A POINT, SAID POINT BEING THE NORTHWESTERN CORNER OF THE TRACT BELONGING TO PUROLATOR, INC., A PLAT OF WHICH IS RECORDED IN PLAT BOOK 35, PAGE 6, CUMBERLAND COUNTY, NORTH CAROLINA REGISTRY; THENCE WITH THE PUROLATOR LINE SOUTH 2 DEGREES 53 MINUTES 48 SECONDS WEST 593.20 FEET; THENCE WITH THE BOUNDARY OF THE ORIGINAL TRACT, NORTH 51 DEGREES 39 MINUTES WEST 732.15 FEET TO THE EASTERN MARGIN OF THE RIGHT-OF-WAY OF THE SEABOARD-COASTLINE RAILROAD; THENCE WITH SAID RIGHT-OF-WAY NORTH 28 DEGREES 14 MINUTES 09 SECONDS EAST 188.40 FEET; THENCE SOUTH 86 DEGREES 54 MINUTES 32 SECONDS EAST 515.77 FEET TO THE BEGINNING.

See Rider A and Rider B attached hereto for corporate merger information involving Grantor.



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BK 7204 PG 842
RIDER A

SOSID: 0210681
Date Filed: 3/3/2005 3:40:00 PM
Elaine F. Marshall
North Carolina Secretary of State
C200505300541

State of North Carolina
Department of the Secretary of State

APPLICATION FOR CERTIFICATE OF WITHDRAWAL
BY REASON OF MERGER, CONSOLIDATION
OR CONVERSION

Pursuant to §§5-15-21, §55A-15-21, § 57C-7-12, or § 59-909, as applicable, of the General Statutes of North Carolina, the undersigned entity, as the surviving or resulting entity in a statutory merger, consolidation or conversion hereby applies to the Secretary of State for a Certificate of Withdrawal for the foreign entity(ies) authorized to transact business or conduct affairs in the State of North Carolina named below, whose separate existence has ceased as a result of the merger, consolidation or conversion, and for that purpose submits the following statement:

1. The name of the surviving or resulting entity is: Purolator Products NA, LLC
2. a. The surviving or resulting entity is incorporated, organized or created under the laws of:
Delaware
b. The type of entity of the surviving or resulting entity: Limited Liability Company
3. The surviving or resulting entity is not authorized to transact business or conduct affairs in the State of North Carolina.
4. The name of each foreign entity authorized to transact business in North Carolina (and its fictitious name used in the State of North Carolina, if different from its official name) is: Purolator Products NA, Inc.
a. The name of the state or country under whose law each such entity was incorporated, organized or created is: Delaware
b. The type of entity of each foreign entity: corporation
5. The surviving or resulting entity hereby consents that service of process based on any cause of action arising in the State of North Carolina, or arising out of business transacted or affairs conducted in this State during the time each foreign entity was authorized to transact business or conduct affairs in this State may thereafter be made by service thereof on the Secretary of State.
6. The mailing address to which the Secretary of State may mail a copy of any process served pursuant to the paragraph above is:
C/O CT Corporation System
Address 225 Hillsborough Street
City, State, Zip Code Raleigh NC 27603
7. The surviving or resulting entity hereby agrees to notify the Secretary of State in the future of any change in its mailing address.
8. Attached hereto is a copy of the articles of merger, consolidation or conversion or a certificate reciting the facts of the merger, consolidation or conversion duly authenticated by the Secretary of State or other official having custody of records of such entities in the state or country under the laws of which such merger was effected.

7204
0843

BK 7204 PG 843

9. This application will be effective upon filing, unless a date and/or time is specified here: _____

This the 7th day of February, 2005

Purolator Products NA, LLC

Name of Surviving/Resulting Entity

Vernon G. Baker, Jr.

Signature

Vernon G. Baker, II/VP & Secretary / MANAGER

Type or Print Name and Title

NOTES

1. Filing fee is \$10. This application must be filed with the Secretary of State. The application must be accompanied by a copy of the articles of merger, consolidation or conversion or a certificate reciting the facts of the merger, consolidation or conversion duly authenticated by the Secretary of State or other official having custody of the records of such entities in the state or country under the laws of which the foreign entity was organized, incorporated or created.
2. This form is to be used only if the surviving corporation is not authorized to transact business or conduct affairs in North Carolina.

(Revised January 2000)
CORPORATIONS DIVISION

P O. BOX 29622

(Form L-15)
RALEIGH, NC 27626-0622

Delaware

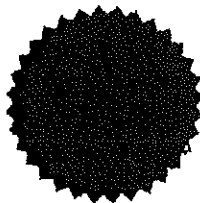
PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF CONVERSION OF A DELAWARE CORPORATION UNDER THE NAME OF "PUROLATOR PRODUCTS NA, INC." TO A DELAWARE LIMITED LIABILITY COMPANY, CHANGING ITS NAME FROM "PUROLATOR PRODUCTS NA, INC." TO "PUROLATOR PRODUCTS NA, LLC", FILED IN THIS OFFICE ON THE TWENTY-SIXTH DAY OF OCTOBER, A.D. 2004, AT 4:48 O'CLOCK P.M.

2114851 8100V

050169911



Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State
AUTHENTICATION: 3710440

DATE: 02-28-05

7204
0845

BK 7204 PG 845

10-26-2004 04:26PM FROM: Miller Canfield Troy Office

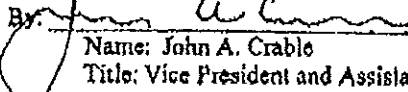
2488702001

T-849 P 002/005 F-858

STATE OF DELAWARE
CERTIFICATE OF CONVERSION
FROM A CORPORATION
TO A LIMITED LIABILITY COMPANY
PURSUANT TO SECTION
266 OF THE DELAWARE GENERAL
CORPORATION LAW

1. The name of the corporation immediately prior to filing this Certificate is Purolator Products NA, Inc.
2. The corporation is formed under the laws of Delaware.
3. The date the Certificate of Incorporation was filed is January 14, 1987.
4. The name of the limited liability company as set forth in the Certificate of Formation is Purolator Products NA, LLC.
5. The conversion has been approved in accordance with the provisions of Section 266.

PUROLATOR PRODUCTS NA, INC.

By: 
Name: John A. Crable
Title: Vice President and Assistant Secretary

B111111:450179,1\110325-00024

State of Delaware
Secretary of State
Division of Corporations
Delivered 04:48 PM 10/26/2004
FILED 04:48 PM 10/26/2004
SRV 040773682 - 2114851 FILE

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RIDER B

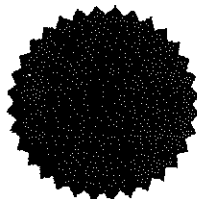
Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "PUROLATOR PRODUCTS NA, LLC", CHANGING ITS NAME FROM "PUROLATOR PRODUCTS NA, LLC" TO "ARVINMERITOR FILTERS OPERATING CO., LLC", FILED IN THIS OFFICE ON THE THIRTIETH DAY OF MARCH, A.D. 2006, AT 1:57 O'CLOCK P.M.

2114851 8100
060302707



Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State
AUTHENTICATION: 4633334

DATE: 03-30-06

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0847

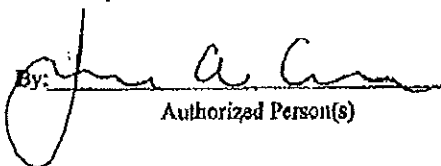
BK7204PG847

State of Delaware
Secretary of State
Division of Corporations
Delivered 01:58 PM 03/30/2006
FILED 01:57 PM 03/30/2006
SRV 060302707 - 2114851 FILE

**STATE OF DELAWARE
CERTIFICATE OF AMENDMENT**

1. Name of Limited Liability Company: Parolator Products NA, LLC
2. The Certificate of Formation of the limited liability company is hereby amended as follows: The name of the limited liability company is ArvinMeritor Filters Operating Co., LLC

IN WITNESS WHEREOF, the undersigned have executed this Certificate on the 30th day of March, A.D. 2006.

By: 
Authorized Person(s)
Name: John A. Crable, V.P. and Assistant Secretary
Print or Type

FAYETTEVILLE PUBLISHING COMPANY
 458 Whitfield Street, Fayetteville, NC 28306
 Phone (910) 678-9000 Toll Free 1-800-345-9895 Fax (910) 323-1451

Order Confirmation

PUBLIC NOTICE

The Cumberland County Board of Commissioners will meet at 6:45 p.m. on September 20, 2021, in room 118 of the County Courthouse at 117 Dick Street to hear the following:

P21-33 rezoning 41.98 +/- ac A1 Agricultural District to R7.5 Residential/CZ District up to 122 lots all sub or to a more restrictive zoning district; west of NC 87 Hwy and south of Olaburns Drive; James D. Hubbard and Norma Garcia; Cheri and Marty Lassiter; Tommy J Woodell and Debra H. Woodell; Travis Allen Hubbard and Jill Elizabeth Hubbard; Pamela and Michael Domanski; Michael and Jodi Davis, Christopher Davis, Kristin M. Davis; Boyd D. Parsons Jr. and Mae Smith Parsons (owners)

P21-36 rezoning 12.36 +/- ac A1 District to C(P) District or more restrictive zoning district; east of Cedar Creek Dr, north of Tabor Church Rd; Cathy Tatum Vinson (owner)

P21-43 rezoning 1.42 +/- ac R40A District to RR District or more restrictive zoning district; at 3662 Gabe Smith Rd; Rose Jones (owner)

P21-45 rezoning 2.00 +/- ac A1 District to R40A District or more restrictive zoning district; at 6154 Dunn Rd; Linda Davis (owner)

P21-48 rezoning 0.38 +/- ac C2(P) District to C(P) District or more restrictive zoning district; at 3713 Cumberland Rd; Brian Barber and Wendy Barber (owners)

P21-50 rezoning 3.42 +/- ac A1 District to R40A District or more restrictive zoning district; at 2380 Yarborough Rd; Robert Spencer (owner)

P21-51 rezoning 23.72 +/- ac R10 District to M(P) District or more restrictive zoning district; at 3200 Natal St; Purolator Filters NC, LLS (owner)
 9/8, 13 5252097

Ad Order Number

0005252097

Sales Rep.

0090

Order Taker

0001

Order Source

Telephone

Order Invoice Text

CCBoC - 9/20/21 meeting

Customer

CUMB CO JOINT PLANNING

Customer Account

003661000

Customer Address

130 Gillespie Street, Attn: Laverne Howard,
 FAYETTEVILLE NC 28301 USA

Customer Phone

910-678-7600

Payer Customer

CUMB CO JOINT PLANNING

PO Number

Payer Account

003661000

Ordered By

Payer Address

130 Gillespie Street, Attn: Laverne Howard
 FAYETTEVILLE NC 28301 USA

Customer Fax

910-678-7631

Customer Email

lhoward@co.cumberland.nc.us

Payer Phone

910-678-7600

Special Pricing

None

Net Amount

\$394.16

Tax Amount

\$0.00

Total Amount

\$394.16

Amount Due

\$394.16

Payment Method

Payment Amount

\$0.00

Ad Number

0005252097-01

Ad Type

CL Legal Line

Ad Size

: 1.0 X 52 cl

Color

<NONE>

Product

Placement/Classification

Run Dates

Inserts

Cost

FO::

401 - Legals

9/8/2021, 9/13/2021

2

\$378.56

OL::

401 - Legals

9/8/2021, 9/13/2021

2

\$15.60



PLANNING AND INSPECTIONS DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 20, 2021

TO: BOARD OF COUNTY COMMISSIONERS

FROM: CUMBERLAND COUNTY JOINT PLANNING BOARD

DATE: 9/9/2021

SUBJECT: CASE P21-33

BACKGROUND

P21-33: Rezoning 41.98 acres +/- ac from A1 to R7.5 Residential/CZ Conditional Zoning District up to 122 lots zero lot line subdivision or a more restrictive zoning district, located west of NC 87 Hwy and south of Olaburns Dr: owners James Hubbard and Norma Garcia; Cheri and Marty Lassiter; Tommy and Debra Woodell; Travis Allen and Jill Elizabeth Hubbard; Pamela and Michael Domanski; Michael and Jodi Davis, Christopher Davis, Kristin Davis; Boyd Parsons Jr. and Mae Smith Parsons.

RECOMMENDATION / PROPOSED ACTION

Planning Board Action: Recommended denial of the request from A1 Agriculture to R7.5 Residential District/Conditional Zoning up to 122 lot Zero Lot Line Subdivision at the July 20, 2021 meeting for the reasons stated and as fully reflected in the minutes of the Planning Board Meeting which are incorporated herein by reference.

Staff Recommendation: For Case P21-33, the Planning & Inspections staff **recommends approval** of the rezoning request from A1 Agriculture to R7.5 Residential District/Conditional Zoning up to 122 lot Zero Lot Line Subdivision and finds the request consistent with the South Central Land Use Plan designation of "Low Density Residential". The request to rezone to R7.5 zoning with Conditional Zoning District is consistent with this land use designation. Approval of the request is reasonable and in the public interest as the district requested with the conditional zoning will ensure a subdivision plan proposal with recommended conditions be in harmony with surrounding existing land uses and zoning.

If the Board of Commissioners wishes to follow the recommendation of the Planning Board in this case, the following motion is appropriate:

MOTION:

For Case P21-33, I move to deny the rezoning request from A1 Agricultural District to R7.5 Residential District/CZ Conditional Zoning District for up to 122 lots zero lot line subdivision and find the requested zoning and conditional subdivision plan for this site are not compatible with the rural character of the area. In addition, this rezoning approval is not reasonable and in the public interest because the request is not in harmony with surrounding zoning and land uses due to safety and drainage concerns.

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

MOTION:

For Case P21-33, I move to approve the rezoning request from A1 Agricultural District to R7.5 Residential District/CZ Conditional Zoning allowing up to 122 Lots Zero Lot Line Subdivision Plan, and find the request consistent with the South Central Land Use Plan designation of “Low Density Residential”. Approval of the request is reasonable and in the public interest as the district requested and the conditions of approval will ensure a subdivision plan that promotes harmony with surrounding existing land uses and zoning.

ATTACHMENTS:

Description	Type
Applicant Case Remand Request Letter	Backup Material
Action Memo	Backup Material



August 26, 2021

Mr. David Moon, AICP
Deputy Director
Department of Planning & Inspections
130 Gillespie Street
Fayetteville, NC 23801

RE: Rezoning Case #21-33
Request to Remand

Dear Mr. Moon:

On behalf of McKee Homes, Inc., we are submitting this letter requesting that the public hearing for rezoning case 21-33 scheduled to be heard at the September 20, 2021 County Commissioners meeting be remanded back to the Joint Planning Board meeting on October 19, 2021. Upon further discussions with the Cumberland County Planning staff we have decided to further modify our plan and zoning application that will incorporate additional changes to address the concerns of the Joint Planning Board and we feel that it would in the best interest of all parties including the public to have the Joint Planning Board review these changes prior to continuing to a public hearing before the County Commissioners.

If additional information and or clarifications are required for this request to remand this project back to the Joint Planning Board, please let me know. Thank you for your time and consideration.

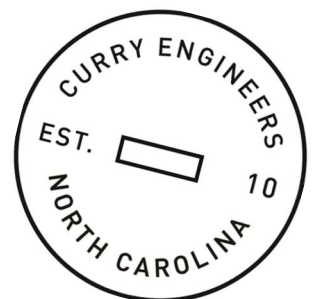
Sincerely,

A handwritten signature in blue ink, appearing to read "Andrew Petty".

Curry Engineering
Andrew Petty, PE
Vice President / Senior Engineer

T (919) 552-0849
F (919) 552-2043

205 S. Fuquay Avenue
Fuquay-Varina, NC 27526



Amy H. Cannon
County Manager

Tracy Jackson
Assistant County Manager



Rawls Howard
Director

David Moon
Deputy Director

Planning & Inspections Department

AUGUST 5, 2021

MEMO TO: Cumberland County Board of Commissioners

FROM: Cumberland County Joint Planning Board

SUBJECT: **P21-33:** Rezoning 41.98 acres +/- ac from A1 to R7.5 Residential/CZ Conditional Zoning District up to 122 lots zero lot line subdivision or a more restrictive zoning district, located west of NC 87 Hwy and south of Olaburns Dr: owners James Hubbard and Norma Garcia; Cheri and Marty Lassiter; Tommy and Debra Woodell; Travis Allen and Jill Elizabeth Hubbard; Pamela and Michael Domanski; Michael and Jodi Davis, Christopher Davis, Kristin Davis; Boyd Parsons Jr. and Mae Smith Parsons.

ACTION: Recommended denial of the request from A1 Agriculture to R7.5 Residential District/Conditional Zoning up to 122 lot Zero Lot Line Subdivision at the July 20, 2021 meeting for the reasons stated and as fully reflected in the minutes of the Planning Board Meeting which are incorporated herein by reference.

MINUTES OF JULY 20, 2021

Mr. Shinas presented the case information and photos.

For Case P21-33, the Planning & Inspections staff **recommends approval** of the rezoning request from A1 Agriculture to R7.5 Residential District/Conditional Zoning up to 122 lot Zero Lot Line Subdivision and finds the request consistent with the South Central Land Use Plan designation of "Low Density Residential". The request to rezone to R7.5 zoning with Conditional Zoning District is consistent with this land use designation. Approval of the request is reasonable and in the public interest as the district requested with the conditional zoning will ensure a subdivision plan proposal with recommended conditions be in harmony with surrounding existing land uses and zoning.

There were people present to speak in favor and in opposition.

Public comment opened.

Mr. Donald Curry spoke in favor. Mr. Curry gave a presentation to the board that summarized what they are requesting and covers some additional conditions that they are agreeing to. (See exhibit 1, Slide 13 for additional conditions).

Mr. Burton asked about the proposed drainage plan for this subdivision.

Mr. Curry there would be storm water management on the subdivision where they will pick up the runoff and treat it in stormwater management devices, they have two shown on the plan, one wet pond on the northern end of the property and another wet pond south of the entrance.

Mr. Burton asked what happens when they fill up, he stated that he was familiar with the site and knows that there are some flooding problems in the area.

Amy H. Cannon
County Manager

Tracy Jackson
Assistant County Manager



Rawls Howard
Director

David Moon
Deputy Director

Planning & Inspections Department

Mr. Curry said the retention ponds are designed to handle certain storm events, and they will do their job and handle the storm events and release the water slowly over a period of time.

Mr. Burton asked where the water was going to be released.

Mr. Curry said it will be released through the existing outlets. Mr. Curry said that they will comply with all storm water requirements.

Mr. Lloyd asked how many letters were sent out within the two hundred feet for the public meeting.

Mr. Curry said they might have sent out fifteen or twenty letters.

Mr. Lloyd said that only four people showed up.

Mr. Curry said that was correct.

Mr. Crumpler asked to see the hydric soils map again and asked Mr. Curry about the retention ponds under Hwy 87.

Mr. Curry said there is a draw under Hwy 87 on the south side but didn't recall where it was on the north side.

Mr. Crumpler said the other side of Hwy 87 looked green to him.

Mr. Burton said that was a concern because that water would not soak into the ground. There are problems in that area with drainage now.

Mr. Curry said their stormwater would mitigate pre and post development runoff.

Mr. Williams asked how the condition sheet bound the developer.

Mr. Moon said the conditions are attached to the properties, if the properties are sold the conditions still apply as long as the permit is in effect.

Mr. Williams asked who polices the development requirements, such as water retention and runoff, to make sure the developer is compliant.

Mr. Moon said that would be Department of Environmental Quality (DEQ).

Mr. Boyd Parsons spoke in favor. Mr. Parsons said that he represented the twelve family members that own the property, and said he was available for questions.

Blaze Dipasquale spoke in favor. Mr. Dipasquale said that he was going to speak on behalf of Mr. Tiyler Davis as well as for himself. Mr. Dipasquale said they have done a lot of building in the Fayetteville area, and we would like to maintain the good relationship they have with Fayetteville and the County.

Mr. Crumpler asked Mr. Dipasquale if the houses would be built on slab or crawlspace.

Amy H. Cannon
County Manager

Tracy Jackson
Assistant County Manager



Rawls Howard
Director

David Moon
Deputy Director

Planning & Inspections Department

Mr. Dipasquale said they prefer slabs but a lot of that is determined by the grade of the site. Mr. Dipasquale said they would have to bring a significant amount of dirt in so the houses would sit up so that there are no drainage or flooding issues.

Donald Matthews spoke in opposition. Mr. Matthews said that his concerns were with safety with the increased traffic and U-turns.

Mr. Jim McRae spoke in opposition. Mr. McRae said that he has been before this board before and would like for this request to be denied because it is too dense, it is not compatible with the surrounding area, it is too dense and will require too much infrastructure. If this is allowed it is going to set a precedent, Grays Creek is a rural community, and it does not need to become an urban community. Mr. McRae also said runoff is important, it will go into Rockfish Creek and the Cape Fear River and cause flooding.

Jim McRae spoke in opposition. Mr. McRae stated that R7.5 density will allow development that the infrastructure can't support.

Verdery Pate spoke in opposition. Mr. Pate said that he wasn't opposed to the sale of the property, but he was opposed to the R7.5 density. He doesn't think Grays Creek is ready for that.

Public comment closed.

Mr. Lloyd said safety issues are addressed when done in conjunction with Department of Transportation (DOT), but his main concern was the drainage and flooding which is prevalent in Grays Creek.

Mr. Williams said part of the conditions is a five-foot distance between the side lots. Everything is going to runoff.

Mrs. Moody said we go back to compliance with the land use plan, if it's compliant with the plan what grounds, do we have to deny it.

Mr. Lloyd said the plan is a guide, it doesn't go parcel by parcel, and that's why, his issue on this is drainage.

Mr. Curry said that he would be willing to increase to 25/50 year storm, which means that detention ponds get a little bit larger and we accommodate the larger storms. They are willing to do that in light of the concerns that were expressed.

Mr. Crumpler asked if they were willing to decrease the density.

Mr. Curry said he would have to check with his client, for an area that is designated urban and low density, we are at the low end of the scales, with the concession on the runoff and the reduction in density that will come from that the client is not willing to commit to reduced density.

Mr. Matthews said that we need a board that is willing to follow that guideline to approve or not approve or change.

Jim McRae pointed out how the water flows on Hwy 87 and explained how the area stays wet.

Amy H. Cannon
County Manager

Tracy Jackson
Assistant County Manager



Rawls Howard
Director

David Moon
Deputy Director

Planning & Inspections Department

In Case P21-33, Mrs. Moody made a motion to approve the application with the additional conditions of the retention pond and 25/50 year storm changes. Motion failed for lack of a second.

Mr. Burton made a motion, seconded by Mr. Baker to deny the request from A1 Agriculture to R7.5 Residential District/Conditional Zoning up to 122 lot Zero Lot Line Subdivision because of concerns with drainage and highway safety. The motion passes with Mrs. Moody and Mr. Williams opposed.

First Class and Record Owners' Mailed Notice Certification

A certified copy of the tax record owner(s) of the subject and adjacent properties and their tax record mailing address is contained within the case file and is incorporated by reference as if delivered herewith. The record owners' certified receipt of notice is also included.

Historic Cumberland County Courthouse | 130 Gillespie Street | P.O. Box 1829
Fayetteville, North Carolina 28301 | Phone: 910-678-7600 | Fax: 910-678-7631

co.cumberland.nc.us



NORTH CAROLINA

PLANNING & INSPECTIONS

PLANNING STAFF REPORT
REZONING CASE # P21-33

Planning Board Meeting: July 20, 2021

Location: REID: # 0443449314000

Jurisdiction: County-Unincorporated

(Deferred from the JPB Meeting, June 15, 2021)

REQUEST

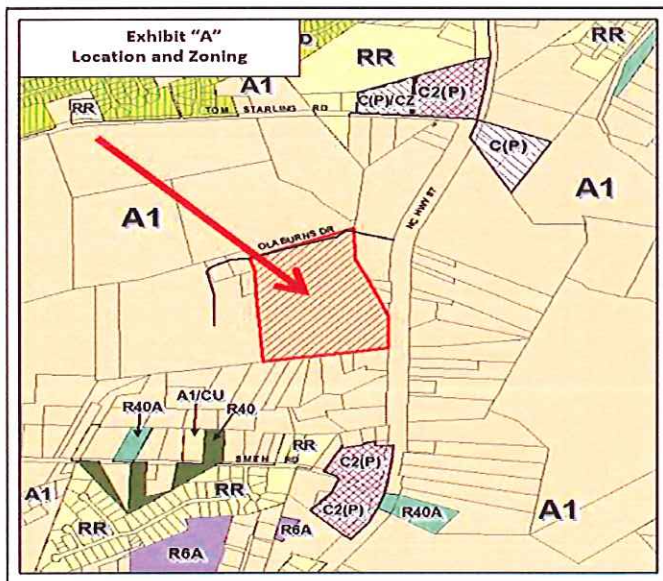
Rezoning A1 to R7.5/CZ

Applicant requests to rezone 41.48 +/- acres from A1 Agriculture to R7.5 Residential District Zoning District/Conditional Zoning for up to a 122 lots Zero Lot Line Subdivision for property located west of NC HWY 87, and south of Ola Burns Dr. This request would increase the allowed density from 1 unit per 2 acres (87,120 sq. ft.) to 1 unit per 7,500 square feet. This is a conditional rezoning with conditions proposed and a conditional use subdivision plan required. (The required subdivision plan is shown in Exhibit "E" of the Staff Report and the Conditions of Approval are provided in Exhibit "F".)

PROPERTY INFORMATION

OWNER/APPLICANT: Multiple owner(s) James D. Hubbard and Norma Garcia; Cheri and Marty Lassiter; Tommy J Woodell and Debra H. Woodell; Travis Allen Hubbard and Jill Elizabeth Hubbard; Pamela and Michael Domanski.

ADDRESS/LOCATION: Located west of NC HWY 87 with a REID: # 0443449314000). Refer to Exhibit "A", Site Location.



SIZE: One parcel of 41.48 +/- acres). The property has 350+/-linear feet of street frontage along NC HWY 87, and Ola Burns Drive runs through the northern perimeter of the property within the project site. The property has a depth of 1,040+/- in feet.

EXISTING ZONING: The parcel is zoned A1 (refer to Exhibit A). The A1 Agricultural District is a district designed to promote and protect agricultural lands, including woodland, within the County. The general intent of the district is to permit all agricultural uses to exist free from most private urban development, except for large lot, single-family development. Some public and/or semi-public uses as well as a limited

list of convenient commercial uses are permitted to ensure essential services for the residents. The density associated with A1 zoning consists of one dwelling units per two acres, with a minimum lot width of 100'. Additionally, required setbacks for A1 zoning district: Front: 50', Side: 20' (one story) 25' (2 story) and Rear: 50'.

EXISTING LAND USE: The site is vacant (Refer to Exhibit "B"). The southern portion of the site is wooded in nature, and the majority of the site appears to be used for farmland.

SURROUNDING LAND USE: Farmland is the predominate land use occurring in the area surrounding the subject property, including single family residential homes occurring along both sides NC HYW 87 on larger acreages. To the north of the site, it is wooded in nature. To the south, residential residences consist of both single and double wide manufactured homes are found on larger acreages off Swallow Tail Court on both sides. Exhibit "B" illustrates the surrounding uses referenced above.

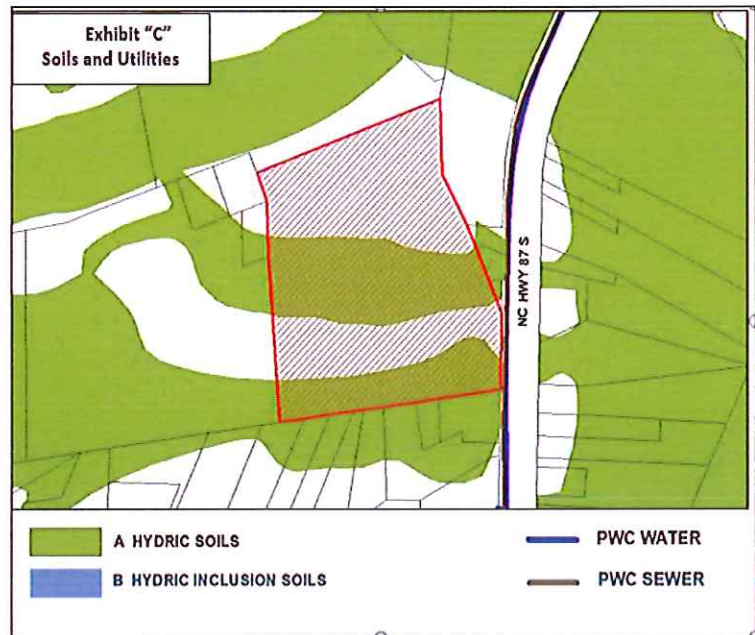
OTHER SITE CHARACTERISTICS: The property is not located within the watershed area or within the Special Flood Hazard Area. The central and southern portions of the site have the presence of hydric soils. No hydric inclusion soils are found on the site (refer to Exhibit "C").

DEVELOPMENT REVIEW: Subdivision review requirement is being fulfilled by the conditional zoning application. Code required open space is 2.24 acres in lieu of fee, and applicant is proposing 6.26 acres of open space.

DIMINSIONAL PROVISIONS FOR REQUESTED DISTRICT: If approved, the parcel would be subject to following setbacks:

Minimum Standard	A1 (Existing Zoning)	R7.5	R7.5/CZ(Proposed)*
Front Yard Setback	30 feet	30 feet	30 feet
Side Yard Setback	15 feet (one story) and (two story)	10 feet	5 feet
Rear Yard Setback	35 feet	35 feet	35 feet
Lot Area	20,000 sq. ft.	7,500 sq. ft.	7,500 sq. ft.
Lot Width	100 feet	75 feet	60 feet

(*) As requested by the applicant

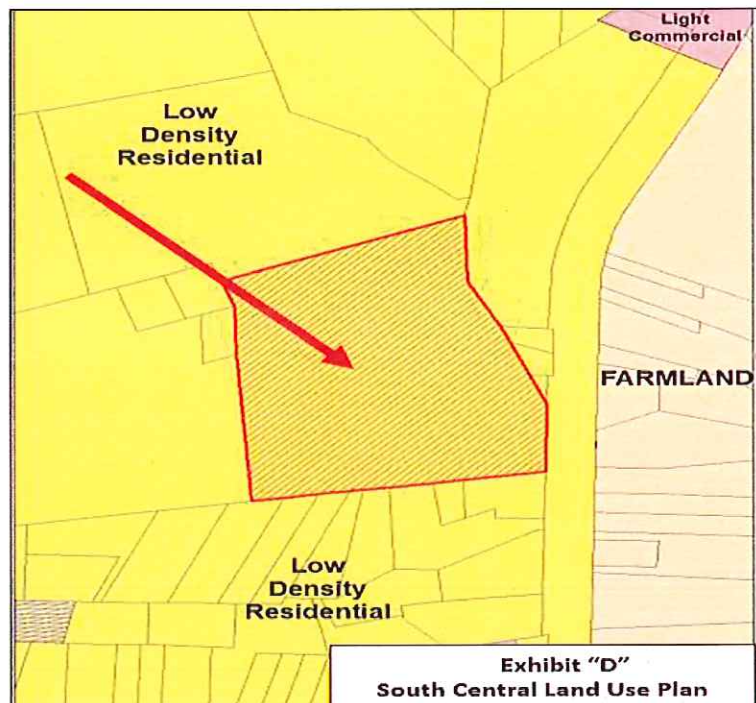


COMPREHENSIVE PLANS: Subject site is located in the South Central Land Use Plan (Adopted in 2015) as shown in Exhibit "D". The site is designated Low Density Residential.

Low Density Residential allows a residential development with a density of 2.2 to 6 units/acre. Applicant proposing on the subdivision plan a density of 3.24 dwelling units per acre. Public or community water and sewer is required. Both PWC water and sewer is available to the area. **Request is consistent with the adopted land use plan.**

APPLICABLE PLAN POLICIES:

- Promote sidewalks and pedestrian facilities, where appropriate to provide access to facilities such as schools, commercial areas, and recreation facilities.
- Provide and preserve natural vegetative buffer areas between single and multistory residential development and non-residential uses.
- Encourage the use of solar powered streetlights on all new streets and roads.
- It is imperative that driveways be limited, and conflict points reduced. All existing State maintained roads should require all subdivisions with more than three adjacent lots to back to the road.
- The recorded plats should contain a "no access easement" clause to these roads corresponding subdivision entrances on opposite sides of the street should align directly with each other whenever possible.



IMPACTS ON LOCAL INFRASTRUCTURE AND/OR FACILITIES

UTILITIES: PWC water and sewer utilities are both available along frontage of NC HWY 87 per updated comments provided (refer to Exhibit C).

TRAFFIC: The subject property sits on Ola Burns Drive and is identified as a local road in the Metropolitan Transportation Plan. There are no construction projects planned, and the subject property will have no impact on the Transportation Improvement Plan.

Proposed subdivision plan shows two future possible potential inter- neighborhood ties. One stub out, is proposed to the north, where intersects with Ola Burns Dr. and another inter-neighborhood tie is proposed to the west property line.

SCHOOLS CAPACITY/ENROLLMENT:

School	Capacity	Enrollment
Alderman Rd Elem	750	601
Gray's Creek Mid	1200	1096
Gray's Creek High	1470	1343

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

EMERGENCY SERVICES: Ensure all applicable fire department access requirements are met.

SPECIAL DISTRICTS: The property is not located within the Fayetteville Regional Airport: Airport Overlay District and is not within five miles of Fort Bragg Military Base.

CONDITIONS OF APPROVAL: As the rezoning request is for Conditional Zoning, the Conditional Use Term Sheet, Exhibit "F", includes conditions that the development must meet through an approved site plan, site development and use of the property should this request be approved. Exhibit "F" at the end of the Staff Report presents the Conditions of Approval.

CODE DEVIATIONS: To the best of the staff and engineer of record knowledge, there are no requested deviations to the zoning or subdivision codes.

STAFF RECOMMENDATION

For Case P21-33, the Planning & Inspections staff **recommends approval** of the rezoning request from A1 Agriculture to R7.5 Residential District/Conditional Zoning up to 122 lot Zero Lot Line Subdivision and finds the request consistent with the South Central Land Use Plan designation of "Low Density Residential". The request to rezone to R7.5 zoning with Conditional Zoning District is consistent with this land use designation. Approval of the request is reasonable and in the public interest as the district requested with the conditional zoning will ensure a subdivision plan proposal with recommended conditions be in harmony with surrounding existing land uses and zoning.

Attachments:
Notification Mailing List
Zoning Application

EXHIBIT "E" (SK-03)

SUBDIVISION PLAN

(Full scale subdivision plan is available in the office of the Current Planning Division of the Planning & Inspections Department.)

SITE SKETCH #3

GENERAL NOTES:

- [illegible]

SITE INFORMATION

[illegible]

LEGEND

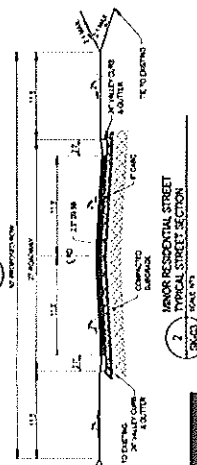
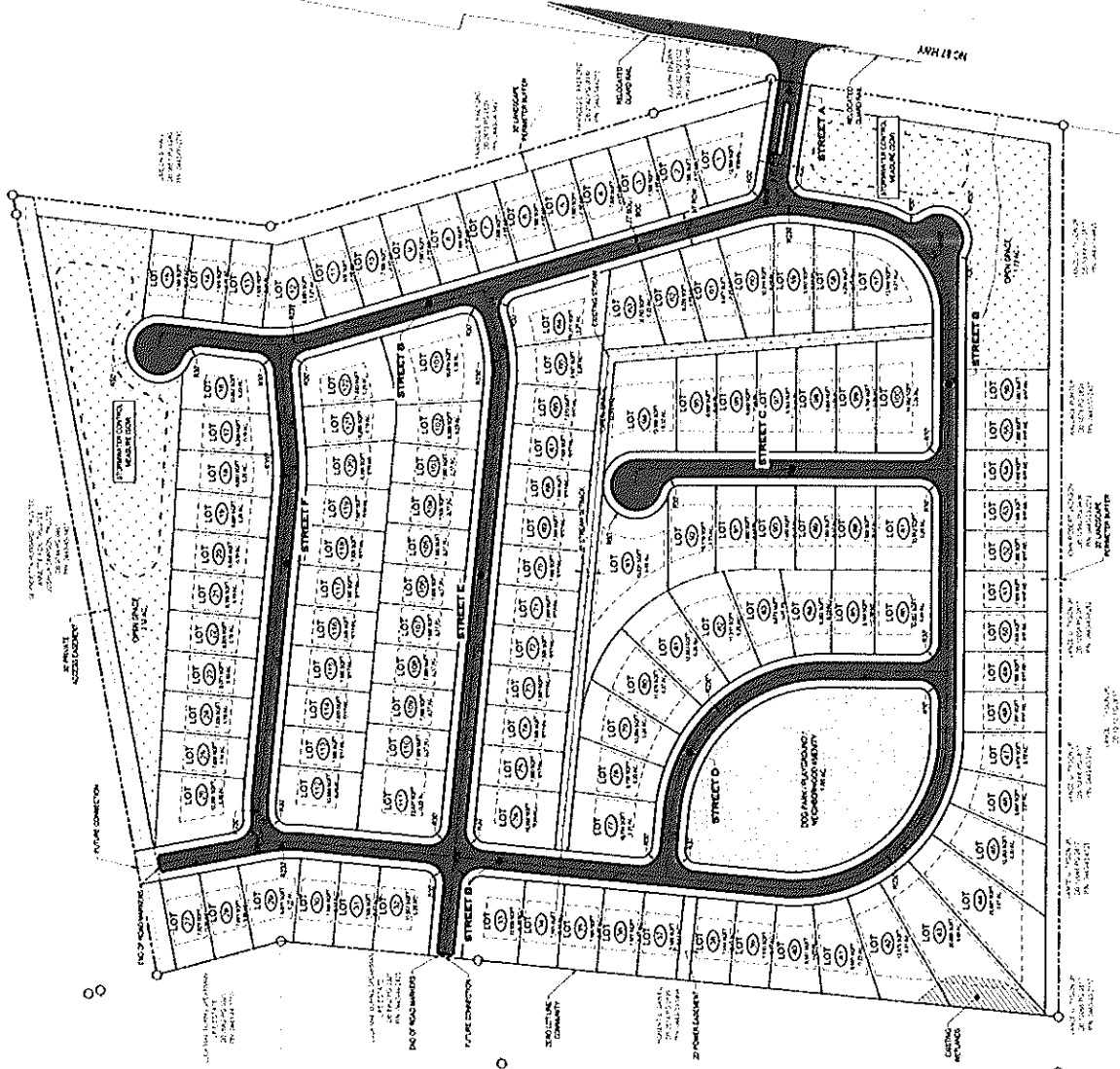
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EXHIBIT "F"
DRAFT CONDITIONS OF APPROVAL

EXHIBIT F
CONDITIONAL ZONING TERMS
CASE P21-33

R7.5/CZ RESIDENTIAL/CONDITIONAL ZONING DISTRICT

Ordinance Related Conditions
For up to a 122 Lot Zero Lot Line Subdivision

Pre- Permit Related:

1. A recorded plat is required prior to permit application, see Plat-Related conditions below.
[Sec. 4-8(b)(7), County Code]
2. The Current Planning Section must approve the individual plot plan for each lot prior to permit application. (Sec. 2402, County Subdivision Ord.)
3. Prior to permit application, the developer must provide to the Code Enforcement Section documentation of NC Department of Environmental Quality Division of Energy, Mineral and Land Resources' (NCDEQ DEMLR) approval of the Sedimentation and Erosion control plan for this project. NCDEQ DEMLR requires a Sedimentation and Erosion control plan be submitted and approved 30 days prior to land disturbing activities if said land disturbing activity will exceed one acre.

If a plan is not required, per 15ANCAC 04B.0105 "Person conducting land disturbing activity shall take all reasonable measures to protect public and private property from damage cause by such activities." Sedimentation and erosion control measures will need to be installed to protect adjacent properties.
[Sec. 4-8(b)(6), County Code; originally under County jurisdiction relinquished to NCDEQ around 2000]

4. The development shall connect to the central water and sewer systems available to it. No certificate of occupancy shall be issued until central water and sewer is available. On-site septic tanks are not allowed.

Pre- Permit Related:

5. The owner/developer(s) of this site must obtain detailed instructions from the County Current Planning Section in the Historic Courthouse at 130 Gillespie Street on provisions of the County Zoning and Subdivision Ordinances or any other county applicable development regulatory requirements regarding the preliminary plat or subdivision plan submittal requirements.
6. If any right-of-way dedication is required by NCDOT, a recorded plat referenced above shall identify any such right-of-way dedication and sight distance easements. (Sec. 2402, County Subdivision Ord.)

7. Prior to permit application, the developer must provide to the Code Enforcement Section documentation of NC Department of Environmental Quality Division of Energy, Mineral and Land Resources' (NCDEQ DEMLR) approval of the Sedimentation and Erosion control plan for this project. NCDEQ DEMLR requires a Sedimentation and Erosion control plan be submitted and approved 30 days prior to land disturbing activities if said land disturbing activity will exceed one acre.

If a plan is not required, per 15ANCAC 04B.0105 "Person conducting land disturbing activity shall take all reasonable measures to protect public and private property from damage cause by such activities." Sedimentation and erosion control measures will need to be installed to protect adjacent properties.

[Sec. 4-8(b)(6), County Code; originally under County jurisdiction relinquished to NCDEQ around 2000]

8. Authorization for wastewater system construction required before other permits to be issued. The County Health Department must approve sewer plans.

Permit-Related:

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

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

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

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

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

[§ 136-18(29), NCGS]

12. New development where the developer will disturb or intends to disturb more than one acre of land is subject to the Post-Construction Stormwater Management Permitting Program (Phase II Stormwater Management Requirements) administered by the Department of Energy, Minerals and Land Resources, NC Department of Environmental Quality (DEMLR NCDEQ). If one acre or more of land is to be disturbed, a copy of the State's *Post-Construction Permit* must be provided to County Code Enforcement prior to the issuance of the Certificate of Occupancy. (Note: If any retention/detention basins are required for state approval of this plan, three copies of a revised plan (and \$25/\$50 revision fee) must be submitted and approved by Planning & Inspections.) (Sec. 2306.D, County Subdivision Ord. & 2006-246, NC Session Law)
13. The County Health Department must approve water plans if not connected to central water system. Property not served by public water system is required to be large enough and of such physical character to comply with the Health Department's minimum standards. A copy of the Health Department approval must be provided to Code Enforcement. (Note: All Health Department requirements must be met prior to issuance of final permits.) (Sec. 2306 A, County Subdivision Ord. & Sec. 1101.E, County Zoning Ord.)

Site-Related:

14. All uses, dimensions, setbacks and other related provisions of the County Subdivision and Development Ordinance, and County Zoning Ordinance for the R7.5 Residential/CZ Conditional Zoning must be complied with, as applicable, and as appearing with the conceptual subdivision plan appearing in Exhibit "A". Any conditions set forth herein this ordinance shall supersede the Zoning and Subdivision Code. If not specifically addressed within this Ordinance, all requirements of the Zoning and Subdivision Codes shall be met.
15. This conditional approval is not approval of any freestanding signs. Attached signage for this development must be in accordance with the applicable sign regulations as set forth in Article XIII of the County Zoning Ordinance and that the proper permit(s) must be obtained prior to the installation of any permanent signs on the property. (Note: This conditional approval is **not** approval of the size, shape, or location of any signs.) (Art. XIII, County Zoning Ord.)
16. For any new development, an adequate drainage system must be installed by the developer in accordance with the NC Department of Environmental Quality (NCDEQ) *Manual on Best Management Practices* and all drainage ways must be kept clean and free of debris. (Section 2307.A, County Subdivision Ord.)
17. For new development, all utilities, except for 25kv or greater electrical lines, must be located underground. (Section 2306.C, County Subdivision Ord.)
18. In the event a stormwater utility structure is required by the NC Department of Environmental Quality (NCDEQ), the owner/developer must secure the structure with a four-foot high fence with a lockable gate, and is required to maintain the detention/retention basin, keeping it clear of debris and taking measures for the prevention of insect and rodent infestation. (Sec. 1102.O, County Zoning Ord.)
19. This review does not constitute a "subdivision" approval by NC Department of Transportation (NCDOT). The NC Department of Transportation's (NCDOT) approval of the driveway plans is required and any street improvements are required to be constructed to

the NCDOT standards for secondary roads. (Sec. 2304B, County Subdivision Ord. & NCGS § 136-102.6). If buildings permits are issued by Cumberland County prior to NCDOT acceptance of the streets, the developer is responsible that roads shall meet conditions suitable for safe passage for vehicles used by County inspection personnel. The County Building Official may delay inspections if determined that road conditions do not provide safe passage for vehicles used by County inspectors.

20. Turn lanes may be required by the NC Department of Transportation (NCDOT). [Art. XIV, County Zoning Ord. & NCGS § 136-18(5) & § 136-93]

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

21. The subdivision plan must provide an internal access any the stormwater facility serving the site, to allow the HOA to have the ability to access the stormwater facility.

Plat-Related:

22. The developer is required to submit to the Current Planning Section either one set of a hard copy or one set of a pdf email copy to Telly Shinas, tshinas@co.cumberland.nc.us of the following documents :

- a. One copy of proposed covenants, by-laws and articles of incorporation for the proposed development designating responsibility for _____ by the owners' association for the development;
- b. One copy of the deeds proposed for recordation conveying all common area to the proposed owners association;
- c. One copy of any proposed supplemental covenants if the proposed development is to be submitted for final approval in phases; and
- d. One copy of each proposed final plat prior to the submission for final approval – can be a phase of the approved development or the complete development as approved.

These documents must be approved by the County Attorney prior to the sale of or submission for final plat approval of any lot or unit within this development. (Sec. 2402.G., County Subdivision Ord.)

Note: A copy of the recorded deed or deeds conveying all common area to the owners' association as shown on each plat must be provided to the Current Planning prior to submission for approval for recordation of the next succeeding phase/section of this development.

23. The street name signs, in compliance with the County Street Sign Specifications, must be installed prior to final plat approval. The developer should contact Location Services for inquiries regarding the County's policy for street sign installation or, if the sign is commissioned from a private source, to schedule an inspection of the street sign(s). The Current Planning Section must receive notice of agreement with the Location Services Section for sign installation or of satisfactory inspection prior to the approval of the final plat. Sec. 4-171, County Code)

24. The developer is required to provide an inspection of the private street(s) by a registered engineer or registered surveyor upon completion of construction of the private street(s) and related facilities, including drainage ways. A statement, affixed with the engineer/surveyor's seal, certifying that all private street(s) and related facilities are designed and constructed in accordance with the requirements of Section 2304 C, Private Street, County Subdivision Ordinance, and that all such facilities are adequate to serve the development, must be submitted to the Current Planning Section prior to final plat approval or release of any construction guarantees as allowed under Section 2502, Final Plat – Guarantees of Improvements, County Subdivision and Development Ordinance.
25. The builder/developer must provide the buildable envelopes on the final plat: the individual plot plans must be approved by the Current Planning Section prior to issuance of any permits.
26. Any/All easements must be reflected on the final plat and labeled as to type of easement, reference number for document creating the easement, and the name of the agency, individual, etc. who holds the easement.

27. **A 10' x 70' sight distance easement is required at the intersection of entrance road and NC HWY 87.** This easement shall be illustrated on the final plat, unless otherwise required by NCDOT.

28. A 25' right-of-way radius is required at all intersections and must be reflected on the final plat. (Section 2304.10.c, Street Design, County Subdivision and Development Ordinance)

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

29. The NC Department of Transportation (NCDOT) stamp must be affixed to the final plat prior to submission for final plat approval by the Current Planning Section.

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

30. The notarized signature(s) of all current tax record owner(s) and notary certifications appear on the final plat when submitted for final approval. (Section 2503 D, Certificate of Ownership and Dedication, County Subdivision and Development Ordinance).
31. The developer is reminded that the improvements must be in place or that final plat approval will only be granted in accordance with Section 2502 B, C, or D, Final Plat – Guarantees of Improvements, County Subdivision and Development Ordinance. (Note: Once the improvements are in place, the developer is responsible for contacting Jeff Barnhill to schedule an inspection of the improvements.)
32. The developer's engineer must submit to Cumberland County Planning and Inspection Department a sealed document certifying that the streets have been constructed to the NC Department of Transportation (NCDOT) standards for secondary roads.

33. The final plat must be submitted to the Current Planning Section for review and approval for recording with the County Register of Deeds, and the plat must be recorded prior to any permit application for any structure and/or prior to the sale of any lot or unit within this development.
34. The developer should be aware that any addition and/or revision to this plat may require an additional review and approval by the Planning & Inspections Department prior to submission for final plat approval of any portion of this development.

Plat-Required Statements:

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

"The individual lots in this development do not have public sewer and/or water services available, and no lots have been approved by the Health Department for on-site sewer services or been deemed acceptable for private wells at the date of this recording."

36. The final plat must reflect the following statements required for the private street(s) (Section 2504 A, Disclosure of Private Street Status, County Subdivision and Development Ordinance):

- a. "Cumberland County and other public agencies have no enforcement responsibility regarding maintenance or encroachments into the private street right-of-way as shown on this plat. Private streets are for the use of all owners of property within this subdivision/development and their guests; and any governmental agency or personnel or equipment thereof who shall be granted perpetual access over all such private streets to accomplish or fulfill any service or function for which the agency is responsible, and that any agency or organization designated by a governmental agency to perform a designated function shall also retain access the same as any government agency. Any governmental agency exercising its access rights shall have the same rights and only such liabilities as it would have on any public lands, rights-of-way, or easements."
- b. "All current and future owners of these tract be aware that maintenance for the Class "C" private street(s) shown on this plat are the responsibility of the owners of the tracts served by and having access to the Class "C" private street(s)."
- c. "All current and future owners of these tracts be aware that future division of these properties shall not be permitted under current standards without the upgrading of the Class "B" / "C" private street(s)."

37. Because the streets in this development have been approved as "public" streets and the streets do not yet qualify for acceptance by the NC Department of Transportation to the State system for maintenance purposes, the following statement is required to be included on the final plat (Section 2504 E, County Subdivision and Development Ordinance):

"The streets shown on this plat though labeled as "public" – unless otherwise noted – have not been accepted by the NC Department of

Transportation as of the date of this recording. Until such time that the streets are accepted and formally added to the State system, maintenance and liability of the streets are the responsibility of the developer and any future lot owner(s)."

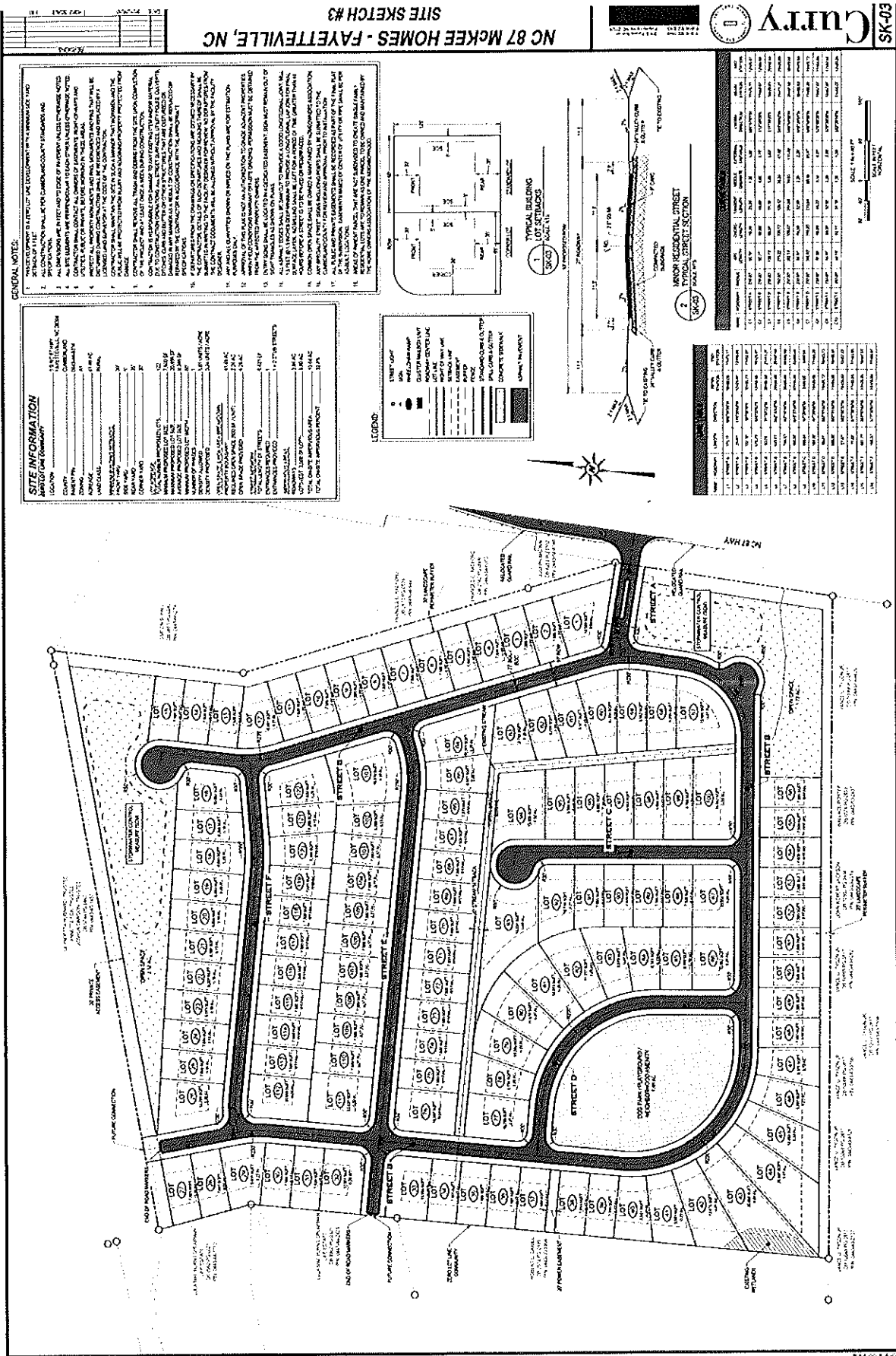
Advisories:

38. The applicant is advised to consult an expert on wetlands before proceeding with any development.
39. There may be wetlands located in the project area that are subject to the permit requirements of Section 404 of the Clean Water Act. To avoid a violation of federal and/or state law, it is recommended the developer contact the Office of the Army Corp of Engineers or hire an environmental consultant to identify and delineate any wetlands in the project area prior to construction. A Section 404 permit will be required if the applicant needs to fill wetlands and the permit must be obtained prior to any construction on this site.
40. Any revision or addition to this plan necessitates re-submission for review and approval prior to the commencement of the change.
41. The owner/developer is responsible for ensuring easements which may exist on the subject property are accounted for, not encumbered and that no part of this development is violating the rights of the easement holder.
42. The US Postal Service most likely will require this development to have centralized cluster boxes for postal service to each lot or unit. The developer is advised contact the US Postal Growth Coordinator for the Mid-Carolinas District to determine the appropriate location for the cluster boxes. If the cluster box location requires changes to the subdivision or site plan, a revised preliminary/plan must be submitted to the Planning & Inspections Department for review and approval.
43. This conditional approval is not to be construed as all-encompassing of the applicable rules, regulations, etc. which must be complied with for any development. Other regulations, such as building, environmental, health and so forth, may govern the specific development. The developer is the responsible party to ensure full compliance with all applicable Federal, State, and local regulations.
44. The developer(s) and any future lot owners are responsible for the maintenance and upkeep of the streets until such time the streets are added to the State system by the NC Department of Transportation (NCDOT) for maintenance purposes. The developer is advised to give notice of the street status to any future lot owners in the event the lots are conveyed prior to the NCDOT's acceptance.

Other Relevant Conditions:

45. This conditional approval is contingent upon continued compliance with the County's Zoning and Subdivision Ordinance Subdivision the conditions set forth herein.

EXHIBIT "A"
Case 21-33 Conditional Use Subdivision Plan



NOTIFICATION MAILING LIST

BROWN, JOSEPH
3536 SPRING GARDEN DR
HOPE MILLS, NC 28348

HALL, SIMEON B
230 SOUTHEASTERN BLV
FAYETTEVILLE, NC 28301

MCMILLAN, DAVID;MCMILLAN,
LYNDIA U
691 STOCKBRIDGE CT
FAYETTEVILLE, NC 28311

PORTER, WALLACE
3060 ROSEWAY CT
HOPE MILLS, NC 28348

TYSON, VANCE U JR
4925 S NC 87 HWY
FAYETTEVILLE, NC 28306

PARSONS, MAE SMITH;HODGES,
PAMELA WOODEL
3942 W BENT GRASS DR
FAYETTEVILLE, NC 28312

HUBBARD, JAMES
1113 FOREST CROWN
LIVE OAK, TX 78233M

BROWN, SANDRA
4465 S NC 87 HWY
FAYETTEVILLE, NC 28306

HUBBARD, GLYNDETTA
TRUSTEE;FOX, ANNETTE
TRUSTEE;SIMPSON, JOSHUA TRUSTEE
1896 TOM STARLING RD
FAYETTEVILLE, NC 28306

MCMILLAN, DAVID;MCMILLAN,
LYNDIA U
691 STOCKBRIDGE CT
FAYETTEVILLE, NC 28311

RAEFORD, FRANCES E
4455 S NC 87 HWY
FAYETTEVILLE, NC 28306

WOODELL,TOMMY J JR;JOHNSON,
LINDA S
3942 W BENT GRASS DR
FAYETTEVILLE, NC 28312

MCKEE HOMES, INC; BLAZE
DIPASQUALE
109 HAY ST, STE 301
FAYETTEVILLE, NC 28301

HUBBARD, TRAVIS AND JILL
801 SOUTHWOOD DR
SHIPPENGURG, PA 17257

DANIEL, ROBERT E
2190 OLA BURNS DR
FAYETTEVILLE, NC 28306

JACKSON, JOHN ROBERT
8300 STATION VILLAGE 5
SAN DIEGO, CA 92102

MCMILLAN, FLORA K HEIRS
4185 BUTLER NURSERY RD
FAYETTEVILLE, NC 28306

SPEARMAN, LULA MAE BURNS LIFE
ESTATE
2240 OLA BURNS DR
FAYETTEVILLE, NC 28306

LASSITER, CHERI ;DAVIS, MICHAEL
SCOTT;& CHRISTOPHER LEWIS;
3942 W BENT GRASS DR
FAYETTEVILLE, NC 28312

DAVIS, KRISTIN
317 VICTORY FALLS DR
APEX, NC 27539

DOMANSKI, PAMELA AND MICHAEL
21 BIRKDALE WAY
PINEHURST, NC 28374

1st class

DANIEL, ROBERT E
2190 OLA BURNS DR
FAYETTEVILLE, NC 28306

MCCAULEY LIMITED LIABILITY CO
PO BOX 361
FAYETTEVILLE, NC 28302

MCMILLAN, JAMES A; &
PATRICIA ANN
4369 S NC 87 HWY
FAYETTEVILLE, NC 28306

3rd class

ZONING APPLICATION



County of Cumberland

Planning & Inspections Department

APPLICATION FOR CONDITIONAL ZONING DISTRICT REZONING REQUEST CUMBERLAND COUNTY ZONING ORDINANCE

CASE ... P21-33
PLANNING BOARD
MEETING DATE: _____
DATE APPLICATION
SUBMITTED: 5-10-21
RECEIPT #: 77404
RECEIVED BY: _____

Upon receipt of this application (petition), the Planning and Inspections Staff will present to the Planning Board the application at a hearing. In accordance with state law and board's policy, a notice of the hearing will be mailed to the owners of the adjacent and surrounding properties, which may be affected by the proposed Conditional Zoning. In addition, a sign will be posted on the property.

The Planning Board will make a recommendation to the Cumberland County Board of Commissioners concerning the request. The Board of Commissioners will schedule a public hearing and issue a final decision on the matter. Generally, the Commissioners will hold the public hearing four weeks following the Planning Board meeting. The Conditional Zoning District is not effective until the request is heard and approval granted by the Board of Commissioners.

The following items are to be submitted with the completed application:

1. A copy of the recorded deed and/or plat,
2. If a portion of an existing tract is/are being submitted for rezoning, an accurate written legal description of only the area to be considered;
3. A copy of a detailed site plan drawn to an engineering scale, showing the location of all buildings, yard dimensions, driveways, fencing, lighting parking areas, landscaping, and all other pertinent data to the case; and
4. A check made payable to the "Cumberland County" in the amount of \$ 1260.00 (See attached Fee Schedule)

NOTE: Any revisions, inaccuracies or errors to the application or site plan may cause the case to be delayed and will be scheduled for the next available Board meeting according to the Board's meeting schedule. Also, the application fee is *nonrefundable*.

The Planning and Inspections Staff is available for advice on completing this application; however, they are not available for completion of the application or preparation of the site plan. For questions call (910)678-7603 or (910) 678-7602. Hours of operation are 8:00 a.m. to 5:00 p.m., Monday through Friday.

**TO THE CUMBERLAND COUNTY JOINT PLANNING BOARD AND THE BOARD OF
COUNTY COMMISSIONERS OF CUMBERLAND COUNTY, NC:**

I (We), the undersigned, hereby submit this application, and petition the County Commissioners to amend and to change the zoning map of the County of Cumberland as provided for under the provisions of the County Zoning Ordinance. In support of this petition, as hereinafter requested, the following facts are submitted:

1. Applicant/Agent McKee Homes, Inc. - Blayze DiPasquale
2. Address: 109 Hay St, Ste 301, Fayetteville, NC Zip Code 28301
3. Telephone: (Home) 919-909-9632 (Work) 919-909-9632
4. Location of Property: Highway 87 and Harington Road
5. Parcel Identification Number (PIN #) of subject property: 0443-44-9314
(also known as Tax ID Number or Property Tax ID)
6. Acreage: 41.48 ac Frontage: 446' Depth: 1327'
7. Water Provider: N/A Septage Provider: N/A
8. Deed Book 603, Page(s) 93, Cumberland County
Registry. (Attach copy of deed of subject property as it appears in Registry).
9. Existing use of property: vacant
10. Proposed use(s) of the property: Residential - Single Family

NOTE: Be specific and list all intended uses.

11. Do you own any property adjacent to, including across the street from, the property being submitted for rezoning? Yes _____ No ✓
 12. Has a violation been issued on this property? Yes _____ No ✓
 13. It is requested that the foregoing property be rezoned FROM: A1
- TO: (Select one)

- ✓ Conditional Zoning District, with an underlying zoning district of R7.5
(Article V)
____ Mixed-Use District/Conditional Zoning District (Article VI)
____ Planned Neighborhood District/Conditional Zoning District (Article VII)
____ Density Development/Conditional Zoning District, at the _____ Density
(Article VIII)

APPLICATION FOR
CONDITIONAL ZONING

1. PROPOSED USE(S):

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

- Accessory Uses
- Dwelling-Single Family

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

Residential=41.48 ac
Total Residential Units Proposed=122 Units
Non-Residential Units=0 Units

2. DIMENSIONAL REQUIREMENTS:

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

Front=30'
Side=5'
Rear=30'
Corner=30'

- B. Off-street parking and loading, Sec. 1202 & 1203: List the number of spaces, type of surfacing material and any other pertinent information.

2 Parking Parallel On-Street Spaces for Mailbox Kiosk
to be constructed of same surface materials as street.

3. SIGN REQUIREMENTS:

Reference the district sign regulations proposed from Article XIII.

All regulations from Article XIII shall be applicable to this rezoning.

4. LANDSCAPE AND BUFFER REQUIREMENTS:

- A. For all new non-residential and mixed use development abutting a public street, indicate the number and type of large or small ornamental trees used in the streetscape, yard space, and/or parking areas, plus the number and type of shrubs. (Sec. 1102N). NOTE: All required landscaping must be included on the site plan.

N/A

- B. Indicate the type of buffering and approximate location, width and setback from the property lines. (Sec. 1102G). NOTE: All required buffers must be included on the site plan.

20' Landscape Buffer along Hwy 87 outside of driveway/
street connection to Hwy 87 as approved by NCDOT.

5. MISCELLANEOUS:

List any information not set forth above, such as the days and hours of the operation, number of employees, exterior lighting, noise, odor and smoke, emission controls, etc.

N/A

6. SITE PLAN REQUIREMENTS:

The application must include a site plan drawn to the specifications of Sec. 1402. If the proposed uses involve development subject to the County Subdivision Ordinance, the site plan required may be general in nature, showing a generalized street pattern, if applicable, and the location of proposed uses. If the proposed uses include development not subject to the Subdivision Ordinance, the site plan must be of sufficient detail to allow the Planning and Inspections Staff, Planning Board and County Commissioners to analyze the proposed uses and arrangement of uses on the site. It also must include the footprints of all buildings (proposed and existing), the proposed number of stories, location and number of off-street parking and loading spaces, proposed points of access to existing streets and internal circulation patterns. In addition, the location of all proposed buffers and fences and landscaping shall be included on the site plan.

7.

It is the responsibility of the petitioner (personally or by agent) to submit to the Planning and Inspections Department a valid request within a complete application.

NAME OF OWNER(S) (PRINT OR TYPE) MICHAEL S. DAVIS JODI M. DAVIS

MJDAVIS.1997@GMAIL.COM JodiMDavis@GMAIL.COM
E-MAIL

WORK TELEPHONE

Jodi M. Owens
SIGNATURE OF OWNER(S)

109 Hay Street, Suite 301, Fayetteville, NC 28301
ADDRESS OF AGENT, ATTORNEY, APPLICANT

919-909-9632
WORK TELEPHONE

N/A
FAX NUMBER

~~SIGNATURE OF AGENT, ATTORNEY, OR APPLICANT~~

7. STATEMENT OF ACKNOWLEDGMENT:

It is understood by the undersigned that the official zoning map, as originally adopted and subsequently amended, is presumed to be appropriate to the property involved and that the burden of proof for a zoning amendment (rezoning) rest with the petitioner.

It is the responsibility of the petitioner (personally or by agent) to submit to the Planning and Inspections Department a valid request within a complete application.

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

Kristin M Davis

NAME OF OWNER(S) (PRINT OR TYPE)

317 Victory Falls Dr. Apex, NC 27539

ADDRESS OF OWNER(S)

ksunderd@gmail.com

E-MAIL

425 367 3016

HOME TELEPHONE

WORK TELEPHONE

Kristin M Davis

SIGNATURE OF OWNER(S)

SIGNATURE OF OWNER(S)

McKee Homes, Inc. - Blayze DiPasquale

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

109 Hay Street, Suite 301, Fayetteville, NC 28301

ADDRESS OF AGENT, ATTORNEY, APPLICANT

919-909-9632

HOME TELEPHONE

919-909-9632

WORK TELEPHONE

bdipasquale@mckeehomesnc.com

E-MAIL ADDRESS

N/A

FAX NUMBER

[Signature]

SIGNATURE OF AGENT, ATTORNEY, OR APPLICANT

7. STATEMENT OF ACKNOWLEDGMENT:

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


Christopher L. Davis
NAME OF OWNER(S) (PRINT OR TYPE)

317 Victory Falls Dr. Apex, NC 27539
ADDRESS OF OWNER(S)

chrislewis.davis@gmail.com
E-MAIL

425 367 3015
HOME TELEPHONE

WORK TELEPHONE


SIGNATURE OF OWNER(S)

SIGNATURE OF OWNER(S)

McKee Homes, Inc. - Blayze DiPasquale
NAME OF AGENT, ATTORNEY, APPLICANT (by assign) (PRINT OR TYPE)


109 Hay Street, Suite 301, Fayetteville, NC 28301
ADDRESS OF AGENT, ATTORNEY, APPLICANT

919-909-9632
HOME TELEPHONE

919-909-9632
WORK TELEPHONE

bdipasquale@mckeehomesnc.com
E-MAIL ADDRESS

N/A
FAX NUMBER


SIGNATURE OF AGENT, ATTORNEY, OR APPLICANT

7. STATEMENT OF ACKNOWLEDGMENT:

It is understood by the undersigned that the official zoning map, as originally adopted and subsequently amended, is presumed to be appropriate to the property involved and that the burden of proof for a zoning amendment (rezoning) rest with the petitioner.

It is the responsibility of the petitioner (personally or by agent) to submit to the Planning and Inspections Department a valid request within a complete application.

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

Boyd D. PARSONS JR + Mae Smith Parsons
NAME OF OWNER(S) (PRINT OR TYPE)

1821 Tom Starling Rd. Fayetteville NC 28306
ADDRESS OF OWNER(S)

orion2049@gmail.com
E-MAIL

910-~~777~~484-9280
HOME TELEPHONE

910-261-5157
WORK TELEPHONE

Boyd D. Parsons
SIGNATURE OF OWNER(S)

Mae Smith Parsons
SIGNATURE OF OWNER(S)

McKee Homes, Inc. - Blayze DiPasquale
NAME OF AGENT, ATTORNEY, APPLICANT (by assign) (PRINT OR TYPE)

109 Hay Street, Suite 301, Fayetteville, NC. 28301
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HOME TELEPHONE

919-909-9632
WORK TELEPHONE

bdipasquale@mckeehomesnc.com
E-MAIL ADDRESS

N/A
FAX NUMBER

[Signature]
SIGNATURE OF AGENT, ATTORNEY, OR APPLICANT

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James D. Hubbard

Norma Garcia

NAME OF OWNER(S) (PRINT OR TYPE)

11113 Forest Crown, Live Oak, TX 78233

ADDRESS OF OWNER(S)

offmgrnorma@yahoo.com

E-MAIL

210-400-3087

HOME TELEPHONE

WORK TELEPHONE

James D. Hubbard

SIGNATURE OF OWNER(S)

[Signature]

SIGNATURE OF OWNER(S)

McKee Homes, Inc. - Blayze DiPasquale

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

109 Hay Street, Suite 301, Fayetteville, NC 28301

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919-909-9632

HOME TELEPHONE

919-909-9632

WORK TELEPHONE

bdipasquale@mckeehomesnc.com

E-MAIL ADDRESS

N/A

FAX NUMBER

[Signature]

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Cheri + Marty (Glenn) Lassiter

NAME OF OWNER(S) (PRINT OR TYPE)

18726 Avery Park Dr., Cornelius, NC 28031

ADDRESS OF OWNER(S)

Cheridlass@gmail.com

E-MAIL

704-895-5140

HOME TELEPHONE

980-721-8618

WORK TELEPHONE

Cheri Lassiter

SIGNATURE OF OWNER(S)

Glenn Martin Lassiter II

SIGNATURE OF OWNER(S)

McKee Homes, Inc. - Blayze DiPasquale

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

109 Hay Street, Suite 301, Fayetteville, NC 28301

ADDRESS OF AGENT, ATTORNEY, APPLICANT

919-909-9632

HOME TELEPHONE

919-909-9632


WORK TELEPHONE

bdipasquale@mckeehomesnc.com

E-MAIL ADDRESS

N/A

FAX NUMBER



SIGNATURE OF AGENT, ATTORNEY, OR APPLICANT

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Tommy J. Woodell Debra H. Woodell
NAME OF OWNER(S) (PRINT OR TYPE)

3942 W. Bent Grass Dr. Fayetteville NC 28312
ADDRESS OF OWNER(S)

The marlboman 12 @ gmail.com
E-MAIL

910 483 9277
HOME TELEPHONE

910 818 4017
WORK TELEPHONE

Tommy J. Woodell
SIGNATURE OF OWNER(S)

Debra H. Woodell
SIGNATURE OF OWNER(S)

McKee Homes, Inc. - Blayze DiPasquale
NAME OF AGENT, ATTORNEY, APPLICANT (by assign) (PRINT OR TYPE)

109 Hay Street, Suite 301, Fayetteville, NC 28301
ADDRESS OF AGENT, ATTORNEY, APPLICANT

919-909-9632
HOME TELEPHONE

919-909-9632
WORK TELEPHONE

bdipasquale@mckeehomesnc.com
E-MAIL ADDRESS

N/A
FAX NUMBER

[Signature]
SIGNATURE OF AGENT, ATTORNEY, OR APPLICANT

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

Travis Allen Hubbard Jill Elisabeth Hubbard
NAME OF OWNER(S) (PRINT OR TYPE)

801 Southwood DR SHIPPENSBURG PA 17257
ADDRESS OF OWNER(S)

travis.hubbard@volvo.com
E-MAIL

828-275-3529
HOME TELEPHONE

717-530-6181
WORK TELEPHONE

Travis A Hubbard
SIGNATURE OF OWNER(S)

Jill Elisabeth Hubbard
SIGNATURE OF OWNER(S)

McKee Homes, Inc. - Blayne DiPasquale
NAME OF AGENT, ATTORNEY, APPLICANT (by assign) (PRINT OR TYPE)

109 Hay Street, Suite 101, Fayetteville, NC 28301
ADDRESS OF AGENT, ATTORNEY, APPLICANT

919-909-9632
HOME TELEPHONE

919-909-9632
WORK TELEPHONE

bdipasquale@mckeehomesnc.com
E-MAIL ADDRESS

N/A
FAX NUMBER

[Signature]
SIGNATURE OF AGENT, ATTORNEY, OR APPLICANT

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

PAMELA & MICHAEL DOMANSKI
NAME OF OWNER(S) (PRINT OR TYPE)

21 BIRKDALE WAY PINEHURST NC 28374
ADDRESS OF OWNER(S)

MIKE PAM 68 @ YAHOO.COM
E-MAIL

(919) 356-5813 - PAM CELL
HOME TELEPHONE

(919) 888-0420 MIKE CELL
WORK TELEPHONE

Pamela Domanski
SIGNATURE OF OWNER(S)

Michael Domanski
SIGNATURE OF OWNER(S)

McKee Homes, Inc. - Blayze DiPasquale
NAME OF AGENT, ATTORNEY, APPLICANT (by assign) (PRINT OR TYPE)

109 Hay Street, Suite 301, Fayetteville, NC 28301
ADDRESS OF AGENT, ATTORNEY, APPLICANT

919-909-9632
HOME TELEPHONE

919-909-9632
WORK TELEPHONE

bdipasquale@mckeehomesnc.com
E-MAIL ADDRESS

N/A
FAX NUMBER

[Signature]
SIGNATURE OF AGENT, ATTORNEY, OR APPLICANT

- * ALL record property owners must sign this petition.
- * The contents of this application, upon submission, becomes "public record."

6510
0010

8K6510PG010

20762

RECEIVED

5-3-2004 PM 3:36:18

J. LEE WARREN JR.
REGISTER OF DEEDS
CUMBERLAND CO., N.C.

PREPARED BY: George D. Regan, PO Box 478, St. Pauls, NC 28384
MAIL TO: GEORGE D. REGAN, P.O. BOX 478, ST. PAULS, NC 28384

Revenue: 0
NORTH CAROLINA

ROBESON COUNTY

mail: Linda Johnson (staring)
1925 Tom Hodges Rd.
Way. NC 28384
DEED

THIS DEED, made by this the 16th day of February, 2004 by, Linda S. Johnson, widow, Barbara J. Smith, divorced, (formerly Barbara Jean S. Davis), Mae S. Parsons and husband Boyd Parsons, Tommy Woodell, Jr. and wife Debra Woodell, all of Cumberland County, North Carolina and Pamela Hodges and husband Derrick Hodge, of Lee County, North Carolina, parties of the first part, to Linda S. Johnson, Barbara Jean Smith, Mae Smith Parsons, Tommy J. Woodell, Jr., all of Cumberland County, North Carolina and Pamela Woodell Hodges, of Lee County, North Carolina parties of the second part.

WITNESSETH:

That the party of the first part, for and in consideration of the sum of TEN DOLLARS (\$10.00) AND OTHER GOOD AND VALUABLE CONSIDERATION, to them in hand paid have bargained and sold and by these presents do bargain, sell, and convey to Linda S. Johnson, a one-fourth (1/4) undivided interest, to Barbara J. Smith, a one-fourth (1/4) undivided interest, to Mae Smith Parsons a one-fourth (1/4) undivided interest, to Tommy J. Woodell, Jr. a one-eighth (1/8) undivided interest and to Pamela Woodell Hodges a one-eighth (1/8) undivided interest and into a certain tract or parcel of land lying and being in the County of Cumberland and State of North Carolina, in Gray's Creek Township and more particularly described as follows:

SEE ATTACHED SCHEDULE "A"

TO THEM the said parties of the second part and their heirs and assigns the undivided interest as set out hereinabove in fee simple.

The designation of the party of the first part and the party of the second part as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

IN TESTIMONY WHEREOF, the said party of the first part have hereunto set her hand and seal the day and year first above written.

6518
8811

BK6510PG011

Linda S. Johnson (SEAL)
LINDA S. JOHNSON

Mae S. Parsons (SEAL)
MAE S. PARSONS

Tommy Woodell, Jr. (SEAL)
TOMMY WOODELL, JR.

Pamela Hodges (SEAL)
PAMELA HODGES

Barbara Jean Smith (SEAL)
BARBARA JEAN SMITH

Boyd Parsons (SEAL)
BOYD PARSONS

Debra Woodell (SEAL)
DEBRA WOODELL

Derrick Hodges (SEAL)
DERRICK HODGES

NORTH CAROLINA

ROBESON COUNTY

I, M. B. Hudson, a Notary Public do hereby certify that LINDA S. JOHNSON, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal, this the 14 day of APRIL, 2004.



M. B. Hudson
NOTARY PUBLIC

My Commission expires: 12-8-2005

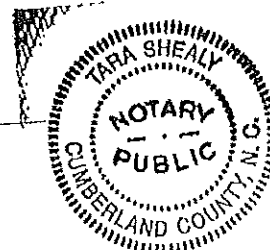
NORTH CAROLINA

ROBESON COUNTY

I, Tara Shealy, a Notary Public do hereby certify that BARBARA JEAN SMITH, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal, this the 22nd day of April, 2004.

Tara Shealy
NOTARY PUBLIC



My Commission Expires November 22, 2006

6518
0812

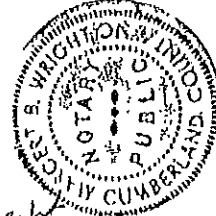
BK6510PG012

NORTH CAROLINA

ROBESON COUNTY

I, Margaret B Wright, a Notary Public do hereby certify that MAE S. PARSONS And husband BOYD PARSONS, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal, this the 29 day of April, 2004.



Margaret B Wright
NOTARY PUBLIC

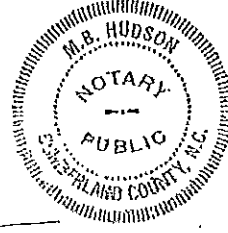
My Commission expires: 7 March 2006

NORTH CAROLINA

ROBESON COUNTY

I, M.B. Hudson, a Notary Public do hereby certify that TOMMY WOODELL, JR., and wife DEBRA WOODELL, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal, this the 14 day of April, 2004.



M.B. Hudson
NOTARY PUBLIC

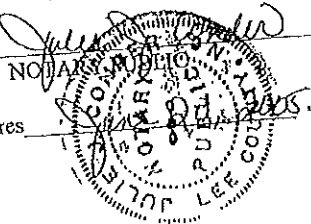
My Commission expires: 12-8-05

NORTH CAROLINA

LEE COUNTY

I, Julia J. Conner, a Notary Public do hereby certify that PAMELA HODGES and husband DERRICK HODGES, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal, this the 4th day of March, 2004.



My Commission Expires 2-2-05

6518
0013

BK 6510 PG 013

NORTH CAROLINA
CUMBERLAND COUNTY

The foregoing Certificate(s) of M B Hudson, Tana Shealy
Margaret B Wright, Julie J Conder
were certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page
hereof. J. LEE WARREN, JR. REGISTER OF DEEDS FOR CUMBERLAND COUNTY,
By Patricia A. Scholtz Deputy/Assistant - Register of Deeds

REGISTER OF DEEDS
CUMBERLAND COUNTY, NORTH CAROLINA

BY: _____
ASSISTANT/DEPUTY

SCHEDULE "A"

Lying in Grays Creek Township, Cumberland County, North Carolina, and described as follows, to-wit:

LOT NUMBER ONE: Lying on the west side of the Wilmington Road: BEGINNING at a sweet gum, McLemore's corner, and runs south 6 west with the big ditch 27 chains to a stake at the fork of the ditch; thence south 82 west 9 chains to Miss Lill Hall's corner in the north edge of the branch; thence with her line north 29 chains to McLemore and Paul Nichols' corner in the south edge of the branch; thence with McLemore's and Paul Nichols' line to the beginning, containing $26\frac{1}{2}$ acres, more or less.

LOT NUMBER TWO: BEGINNING at a stake in Robert McLaughlin's line and runs east in edge of a branch 6 chains and 36 links to a stake and pointers in the edge of a branch; thence north 23 chains to a stake in Paul Nichols' line; thence with Paul Nichols' line 7 chains and 60 links to Jacob Autrey's corner; Thence Autrey's line to his other corner; thence with Robert McLaughlin's line to the beginning, containing 16 acres, more or less.

LOT NUMBER THREE: Located on the west side of the Wilmington Road, adjoining the lands of the said L. M. Hall and William Smith and others; Beginning at a long straw pine on the east edge of a ditch in William Smith's line, thence with said Smith's line north 79 east 6 chains and 51 links to a stake in the Wilmington Road in the center of a branch; thence with the Wilmington Road north 24 west 18 chains to a stake; thence north 2 east 7 chains and 84 links to a stake in the west margin of the Wilmington Road, Mrs. Dorin Murphrey's corner; thence with Louise M. Hall's line to the beginning with a big ditch, containing $7\frac{1}{2}$ acres, more or less.

LOT NUMBER FOUR: BEGINNING at a stake on the south bank of Rockfish Creek, formerly Clarissa Carver's corner, and running thence south 35 degrees east 18 chains to a stake on the north side of the road; thence with the road south 81 degrees east 9 chains 80 links to a turn in said road; thence north 83 degrees east 13 chains, with the road to a corner; thence a continuation of said road north 85 degrees east 13 chains to a stake in the road; thence north 40 degrees west 10 chains to a stake; thence north 73 degrees east 4 chains 50 links to a small pine, the corner; thence north 50 degrees east 35 chains to Rockfish Creek, about 150 yards above the bridge on the Elizabethtown Road; thence up the various courses of said creek to the BEGINNING, containing 101 acres, more or less.

LOT NUMBER FIVE: BEGINNING at Plummer's, now W. J. Evans' upper corner, on the south bank of Rockfish Creek, and running with said Evans line south 35 degrees east 18 chains 75 links to Carver's and Clark's corner; thence with Carver's line south 70 degrees west 28 chains 50 links to a corner at the canal; thence north 13 degrees west 17 chains 9 links to a corner on the north side of the Carver Spring tract; thence direct to the BEGINNING, containing 45 acres, more or less.

LOT NUMBER SIX: Being all of that property described in that Deed dated October 17, 1972 from Barbara Jean S. Davis et als to Rubell H. Smith, widow and recorded in the Cumberland County Registry in Book 2354, Page 691.

Excepting therefrom that property conveyed to Rufus S. Johnson by Deed dated December 29, 1994 and recorded in Book 4261, on Page 840, Cumberland County Public Registry.

This remaining tract being those two unnumbered lots labeled future developement and located on SR 2237 (Smith Road) on that map entitled "Zero Lot Line Sandy Ridge Section I" and recorded in Map Book 89, Page 103, Cumberland County Registry.

THIS DEED, Made this 21 day of July, AD, 1952, by
Ruby Edith Melvin (single) and Annie Mae Cox, and her husband E.R. Cox,

of Bladen County and State of North Carolina, parties
James W. Melvin,
of the first part, and

of Robeson County and State of North Carolina, party of the second part,

WITNESSETH, That said part. ies of the first part, in consideration of Ten (\$10.00) Dollars and other good
and valuable considerations _____ Dollars

to them paid by said PARTY of the second part the receipt of which is hereby acknowledged, have re bargained and sold and by these presents do bargain, sell and convey to said party of the second part,

and by these presents do hereby convey unto _____ and _____ his heirs and assigns, all these _____ or parcel of land in _____ Township, _____ County, State of North Carolina, adjoining the lands of _____

Lot No. 1. Lying on the West side of the Wilmington Road; Beginning at a sweet gum, McLemore's corner, and runs South 6 West with the Big Ditch 27 chains to a stake at the Fork of the ditch; thence South 82 West 9 chains to Miss Lill Hall's corner in the North edge of the Branch; thence with her line North 29 chains to McLemore and Paul Nichol's corner in the South edge of the Branch; thence with McLemore's and Paul Nichol's line to the beginning, containing 26½ acres.

Lot No. 2. BEGINNING at a stake in Robert McLaughlin's line and runs East in edge of a Branch 6 chains and 36 links to a stake and pointers in the edge of a branch; thence North 3 chains to a stake in Paul Nichol's line; thence with Paul Nichol's line 7 chains and 60 links to Jacob Autry's corner; thence with Autry's line to his other corner; thence with Robert McLaughlin's line to the beginning, containing 16 acres. It is further agreed between parties of the first part and second parts that a public cart-way shall be kept open across the said McLemore's and Eliza M. Hall's land from the Elizabeth Road to

Robert McLaughlin's land.

Lot No. 3. Located on the west side of the Wilmington Road, adjoining the lands of the said L.M. Hall and William Smith, and others, Beginning at a long straw pine on the east edge of a ditch in William Smith's line, thence with said Smith's line North 79 East 6 chains and 51 links to a stake in the Wilmington Road, in the center of a branch; thence with the Wilmington Road, North 24 West 18 chains to a stake; thence North 2 East 7 chains and 84 links to a stake in the West margin of the Wilmington Road, Mrs. Dorin Murphrey's corner; thence with Louise M. Hall's line to the beginning, with a big ditch, containing 7 $\frac{1}{2}$ acres.

The foregoing described three tracts of land being the same lands and premises described in a deed dated the -- day of --- 1911, from Eliza M. Hall to James H. Melvin, et ux (James H. Melvin is now deceased, having died intestate on the 5th day of July, 1951, leaving as his heirs at law, James W. Melvin, Ruby Edith Melvin, and Annie Mae Melvin Cox and of record in Book 263, page 366, Registry of Cumberland County.

4882
8451

JB236

THIS INSTRUMENT DRAWN BY

CHECKED BY

Relinquish to: MR. L.P. HODGES, DIVISION RWA AGENT
NCDOT - P.O. BOX 1150
FAYETTEVILLE, NC 28302

NORTH CAROLINA
COUNTY OF Cumberland
TAX MAP AND LOT

STATE HIGHWAY PROJECT 6.449003T
F.A. PROJECT N/A
I.D. NUMBER R-2562 AA
PARCEL NUMBER 021

BK4802PG0451

THIS FEE SIMPLE DEED, made and entered into this the 8th day of January 19 XX 98,
by and between Rubell S. Harris, widow

hereinafter referred to as the GRANTORS, and the Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the DEPARTMENT:

WITNESSETH

That the GRANTORS, for themselves, their heirs, successors, and assigns, for and in consideration of the sum of \$ 1,775.00 R.S.H. agreed to be paid by the DEPARTMENT to the GRANTORS, do hereby give, grant and convey unto the DEPARTMENT, its successors and assigns, in FEE SIMPLE the right of way located in Grays Creek Township, Cumberland County, North Carolina, which is particularly described as follows:

Beginning at the intersection of survey line L with the extended southeastern property line of Grantors; thence southwesterly along and with the extended southeastern property line and the southeastern property line of Grantors to a point located 35 meters (114.83 feet) westerly of and normal to survey line L Rev; thence northerly in a straight line to a point on the northeastern property line of Grantors located 35 meters (114.83 feet) westerly of and normal to survey line L Rev; thence southeasterly along and with the northeastern property line and the extended northeastern property line of Grantors to the intersection with survey line L; thence southerly along and with survey line L to the point of beginning.

RECEIVED

2-9-1998 PM 2:35

(IN) GEORGE E. TATUM
REGISTER OF DEEDS
CUMBERLAND CO., N.C.

TO HAVE AND TO HOLD the aforesaid right of way and all privileges and appurtenances thereunto belonging to the DEPARTMENT in FEE SIMPLE.

The property hereinabove described was acquired by the GRANTORS by instrument(s) recorded in the Cumberland County Registry in Deed Book 625, Page 209

The final right of way plans showing the above described right of way are to be certified and recorded in the Office of the Register of Deeds for said County pursuant to N.C.G.S. 136-19.4, reference to which plans is hereby made for purposes of further description.

This deed is subject to the following provisions only:

None

CUMBERLAND COUNTY NC 02/09/98

\$4.00



Real Estate
Excise Tax

4882
8452

BK4802PG0452

Project 6.449003T

Parcel: 021

The GRANTORS by the execution of this instrument, acknowledge that the plans for the aforesaid project as they affect their property have been fully explained to them or their authorized representative.

And the GRANTORS covenant with the DEPARTMENT, that the GRANTORS are seized of the premises in fee simple, have the right to convey the same in fee simple, that the title thereto is marketable and free and clear of all encumbrances, and that the GRANTORS will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated. Title to the property hereinabove described is hereby conveyed subject to the following exceptions: NONE

IN WITNESS WHEREOF, the GRANTORS have hereunto set their hands and seals (or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors) the day and year first above written.

(Corporate Name) Rubell S. Harris (SEAL)
BY: Rubell S. Harris (SEAL)
ATTEST: M. D. Shaw (President) (SEAL)
NOTARY PUBLIC (Secretary) (SEAL)
SAMPSON COUNTY NC

ACCEPTED FOR THE DEPARTMENT OF TRANSPORTATION

BY: [Signature] FEB 4 1998

NORTH CAROLINA, Cumberland COUNTY

I, a Notary Public of the County and State aforesaid, certify that Rubell S. Harris, widow

GRANTORS personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this the 8 day of January, 1998.

My Commission expires: 4-24-2000

M. D. Shaw
Notary Public

NORTH CAROLINA, _____ COUNTY

I, a Notary Public of the County and State aforesaid certify that _____

personally came before me this day and acknowledged that _____ he is _____ Secretary of _____
and as the act of the corporation, the foregoing instrument was signed in its name by its _____ a North Carolina corporation, and that by authority duly given
with its corporate seal and attested by _____ as its _____ President, sealed
hand and official stamp or seal, this the _____ day of _____, 19____.

My Commission expires: _____

Notary Public

The foregoing Certificate is of _____

This foregoing Certificate is of M. D. Shaw

is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

By GEORGE E. TATUM REGISTER OF DEEDS FOR CUMBERLAND COUNTY,
Robin M. Jones Deputy / Assistant - Register of Deeds



MEMORANDUM			
Project:	Woodell Tract Rezoning	Date:	June 3, 2021
Applicant:	McKee Homes, Inc	Subject:	Letter on Code Compliance
Contact Information:	Andrew Petty / andy@curryeng.com / 919.552.0849	To:	Telly Shinas, MCRP
		CC:	David Moon, AICP

To the best of our knowledge after review of the Cumberland County Zoning and Subdivision codes, we believe the conditional rezoning application with subsequent subdivision plan submitted on May 11, 2021 on behalf of McKee Homes, Inc. for the property with PIN 0443-44-9314 is compliant with these applicable codes without deviation.

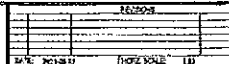
Additionally, it is our understanding based on information provided by the Fayetteville Public Works Commission (PWC) that this property can be served by both potable water and sanitary sewer via a sixteen (16) inch water main and an eighteen (18) inch sanitary sewer main along Highway 87. PWC has provided both GIS information and as-built information illustrating that these lines are there and available for connection.

Should there be any additional materials needed for the review and approval of this variance, please let our office know.

Sincerely,
The Curry Engineering Group, PLLC

A handwritten signature in black ink, appearing to read "Andrew S. Petty".

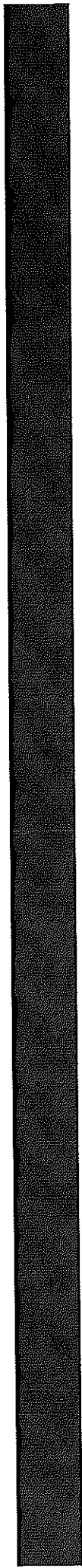
Andrew S. Petty, PE
Vice President / Senior Engineer



REZONING CASE # P21- 33

REID: 0443449314000

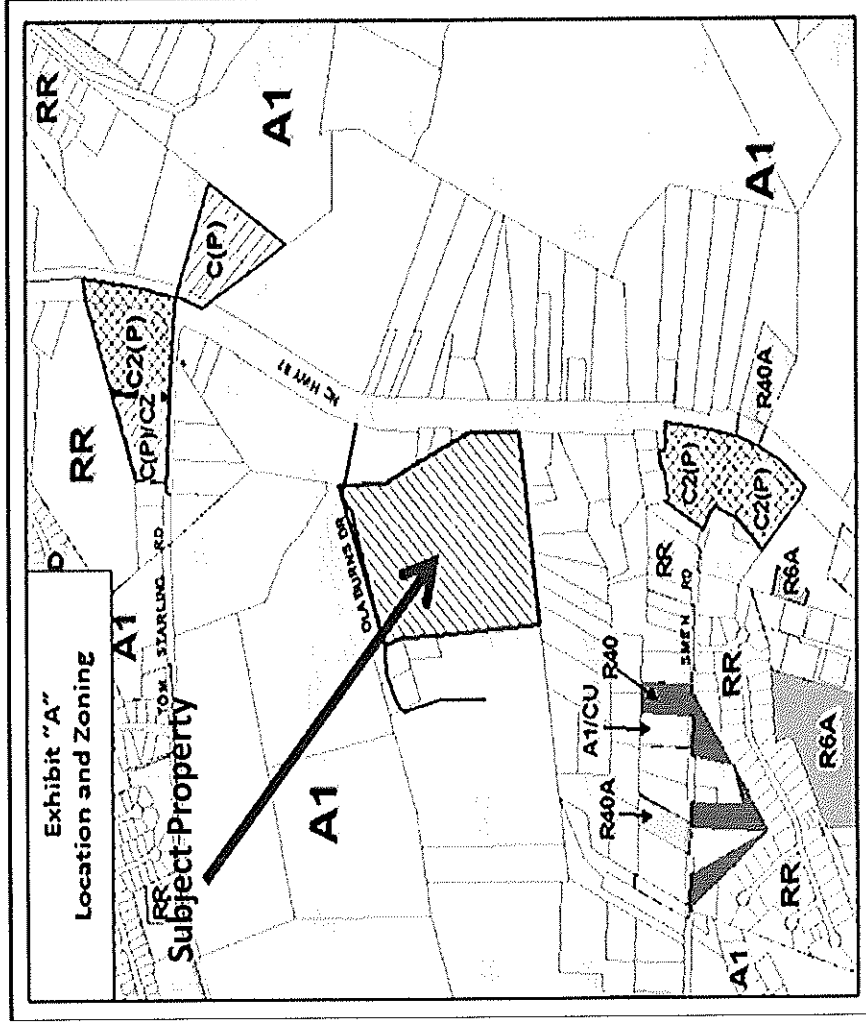
APPLICANT PRESENTATION



EXISTING PROPERTY

LOCATION AND ZONING

(Exhibit A from staff report)

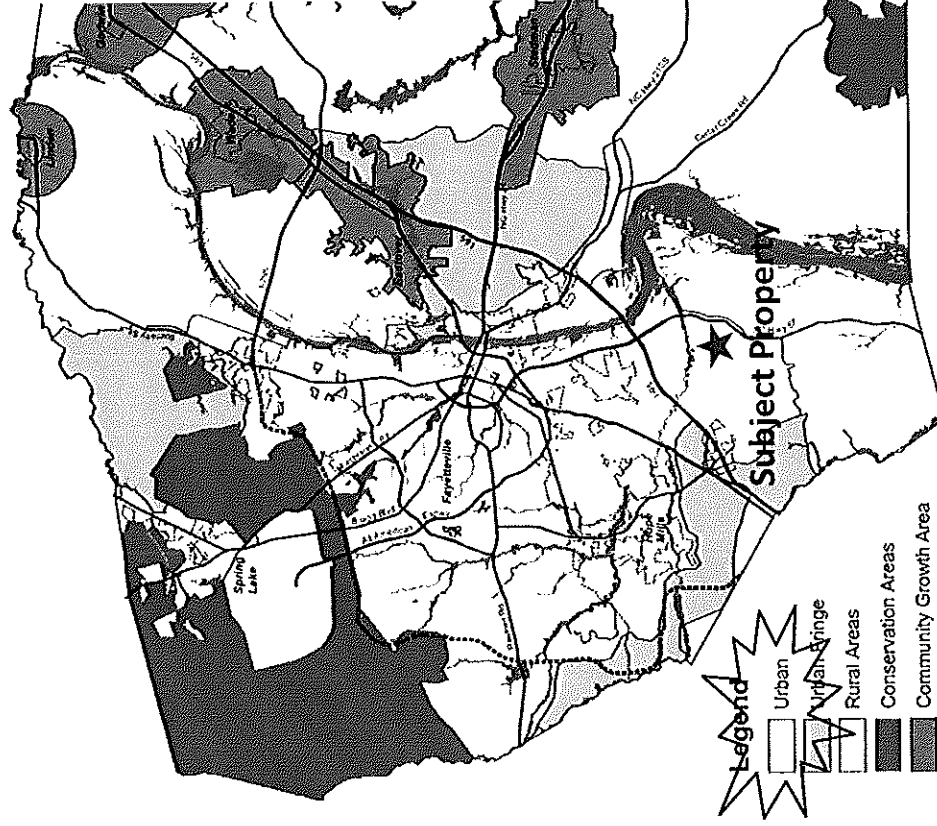


JUSTIFICATION FOR REQUEST

COMPREHENSIVE PLANNING

GROWTH STRATEGY MAP

2030 GROWTH STRATEGY MAP



JUSTIFICATION FOR REQUEST

COMPREHENSIVE PLANNING

GROWTH STRATEGY MAP

WHY IS THIS IMPORTANT?

The Urban Growth Strategy area is defined as "Areas Designated for Immediate Urban Level Development"

Urban Areas provide for the continued development and redevelopment of the larger, contiguous urbanized areas in Cumberland County (i. e. Fayetteville, Hope Mills and Spring Lake). Urban Areas include lands that are currently urban in character and have a full range of urban services in place, or are well located for the timely, cost-effective provision of urban services. Urban Areas should be the top priority area for planning, programming and providing public urban services including, generally, centralized water and sewer, parks, schools, police, fire and rescue services, garbage service, storm water systems, streets & roads, transit, cultural facilities, sidewalks, streetlights, and other amenities. To encourage development in these areas, the public sector may provide incentives in the form of density bonuses, infrastructure subsidies, or other advantages. New development densities should generally occur at 4 or more units per acre and may be much higher in some locations.

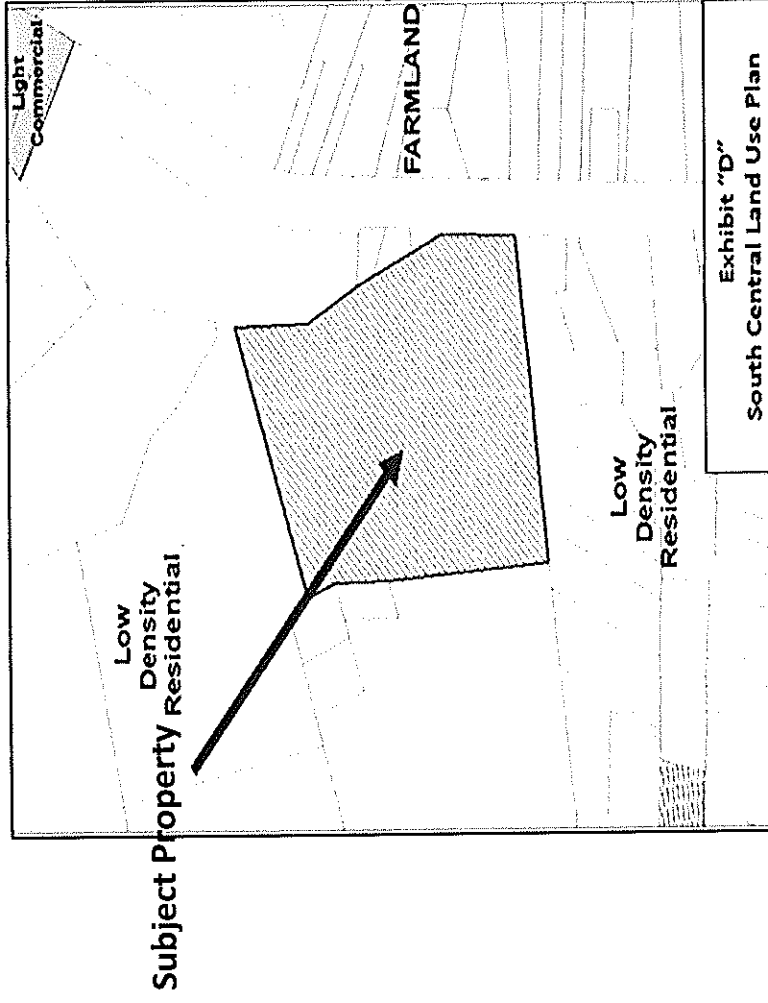
CONCLUSION: PROPOSED DENSITY WITH THIS REZONING REQUEST IS 3.24 UNITS/ACRE WHICH IS IN LINE WITH THE CUMBERLAND COUNTY GROWTH STRATEGY MAP.

JUSTIFICATION FOR REQUEST

COMPREHENSIVE PLANNING

FUTURE LAND USE PLAN

(Exhibit D from staff report)



JUSTIFICATION FOR REQUEST

COMPREHENSIVE PLANNING

FUTURE LAND USE PLAN

WHY IS THIS IMPORTANT?

This site is located in the low density future land use plan designation.

Per the Cumberland County Subdivision Ordinance, adopted July 1, 1970 with latest amendment of March 20, 2012 low density is defined as

"Residential development having a density of 2.2 to six dwelling units per acre."

CONCLUSION: *PROPOSED DENSITY WITH THIS REZONING REQUEST IS 3.24 UNITS/ACRE WHICH IS CONSISTENT AND COMPLIANT WITH THE LOW DENSITY RESIDENTIAL LAND USE PLAN.*

VOLUNTARY NEIGHBORHOOD MEETING



JUSTIFICATION FOR REQUEST

COMMUNITY INVOLVEMENT

VOLUNTARY NEIGHBORHOOD MEETING

WHY IS THIS IMPORTANT?

To be a good steward to the community and get feedback from the surrounding residents, McKee Homes and Curry Engineering organized a voluntary neighborhood meeting on July 13, 2021 from 6:30-7:30 PM at the John Dove Pone Recreational Center to discuss the proposed rezoning case and subdivision plan.

Notifications were sent to property owners within 200' of the subject property on July 1, 2021

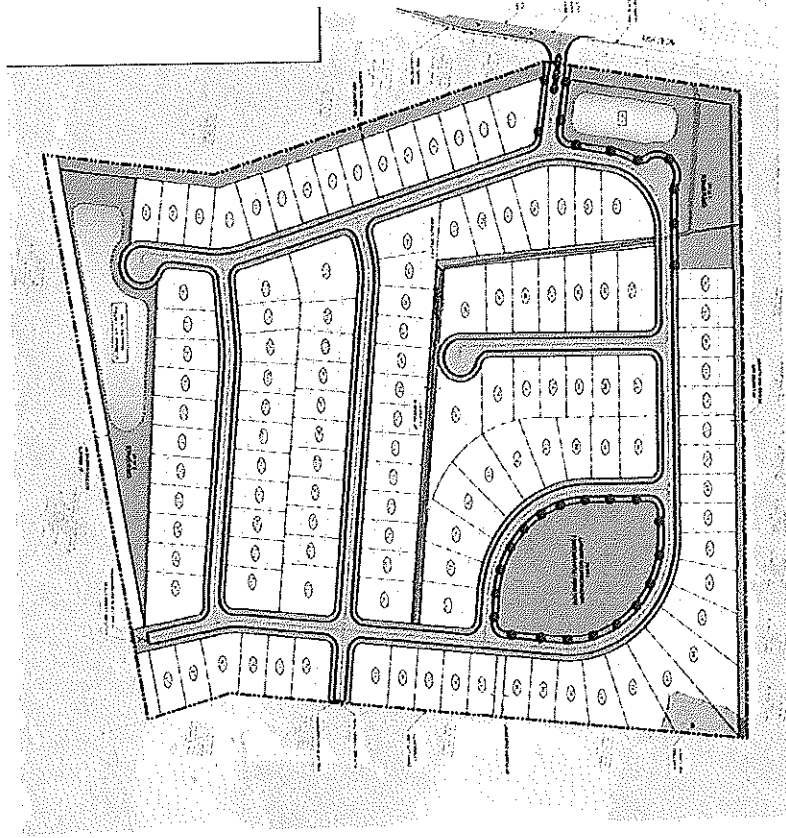


JUSTIFICATION FOR
REQUEST

COMMUNITY INVOLVEMENT

**VOLUNTARY
NEIGHBORHOOD
MEETING**

WHAT WAS SHOWN?

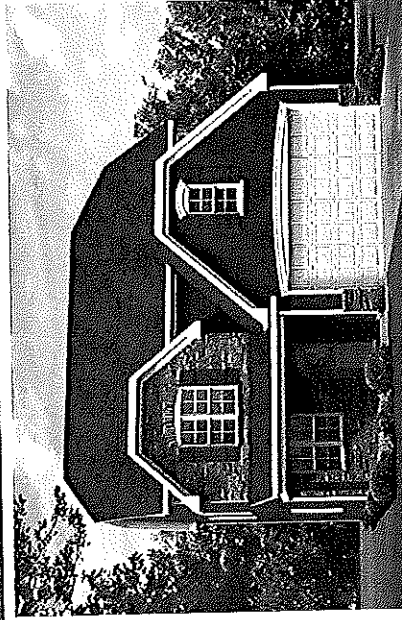
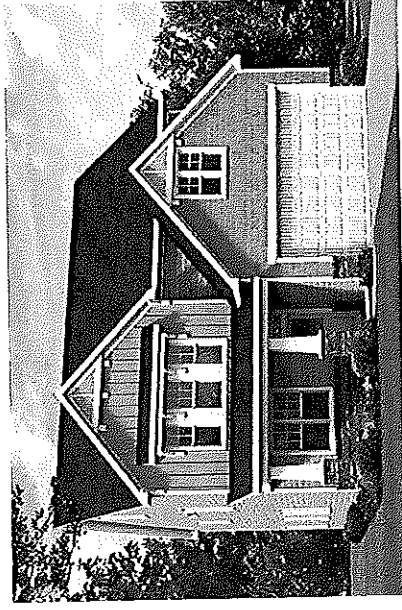


JUSTIFICATION FOR
REQUEST

COMMUNITY INVOLVEMENT

VOLUNTARY
NEIGHBORHOOD
MEETING

WHAT WAS SHOWN?



JUSTIFICATION FOR REQUEST

COMMUNITY INVOLVEMENT

VOLUNTARY NEIGHBORHOOD MEETING

WHAT WAS DISCUSSED?

In addition to representatives of McKee Homes, Curry Engineer, MIKA Management and Cape Fear Commercial a total of 4 neighboring residents attended the meeting.

A summary of the rezoning proposal with conditional site plan and preliminary home elevations were presented.

A summary of the topics discussed were as follows:

Q1. How many homes are being proposed?

A1. 122 homes.

Q2. Would Ola Burns Drive be renamed? The road was named for surrounding resident's grandmother.

A2. There is no desire to do that. In fact, if there are some other historical or other sentimental features of the property we are willing to incorporate into the name of the subdivision and/or street names.

JUSTIFICATION FOR REQUEST

COMMUNITY INVOLVEMENT

VOLUNTARY NEIGHBORHOOD MEETING

WHAT WAS DISCUSSED?

Additional questions:

Q3. Would Ola Burns Drive be paved?

A3. No. If Ola Burns is a NCDOT maintained street, NCDOT would need to do that or would allow it.

Q4. How will properties that use Ola Burns Drive be affected by this subdivision?

A4. The proposed plan allocates for a private access easement to allow for Ola Burns to continue to be used by those property owners. Additionally, the proposed plan is providing a stub street that Ola Burns will connect to which would allow those residents to utilize the subdivision entrance of Highway 87. This will be a safer route than what currently exists since NCDOT will require a dedicated right turn lane into the subdivision.

Q5. Will all the trees be cut down? What about a buffer?

A5. The plan is to provide a 20' buffer along the south property line and the east property line. The north property line has the access easement for Ola Burns Drive. No buffer is proposed along the west property line because it is anticipated that future development of these large parcels will back up to these lots. The project will attempt to preserve existing vegetation in these buffers.

JUSTIFICATION FOR REQUEST

COMMUNITY INVOLVEMENT

VOLUNTARY NEIGHBORHOOD MEETING

WHAT WAS DISCUSSED?

McKee homes provided additional information on the home types and price ranges.

The development team provided dates for the Joint Planning Board Meeting and County Commissioners meetings.

The development team gave a preliminary schedule of events and encouraged all attendees to take business cards in case additional questions or concerns arose after the neighborhood meeting was over.

The meeting was adjourned right at 7:30 PM.

JUSTIFICATION FOR REQUEST

COMMUNITY INVOLVEMENT

VOLUNTARY NEIGHBORHOOD MEETING

WHAT CAME OUT OF THE MEETING?

After the neighborhood meeting the applicant is offering the following as additional voluntary conditions as part of the rezoning:

1. All construction related traffic is prohibited from utilizing Ola Burns Drive for the duration of the subdivision and home construction (with the exception of condition #2).
2. The developer will provide up to 3 inches of ABC stone resurfacing of Ola Burns Drive within the subject property boundaries. As part of the resurfacing, this will include repairing existing potholes. This resurfacing will be provided prior to the first certificate of occupancy of the subdivision and will be a one time resurfacing. Upon completion of the resurfacing the maintenance of the road will be the responsibility of the individual properties to which the road is located upon.
3. The developer will provide supplemental plantings in a 20' wide perimeter buffer along the south property line. Existing trees within the buffer shall be retained provided they are in good health, do not conflict with the project development and at least 5' inside the buffer line. The buffer shall include a minimum of 10 shrubs and 4 trees per 100' for the full length of the buffer. Existing vegetation shall be permitted to count towards the required plantings. Should supplemental plantings be necessary, a minimum of 2.5" caliper trees at 10' planting height and 3 gallon shrubs will be provided.
4. Anti-monotony requirement. No unit shall be constructed with an exterior elevation or color palette that is identical to the unit on either side or directly across the street.

JUSTIFICATION FOR REQUEST

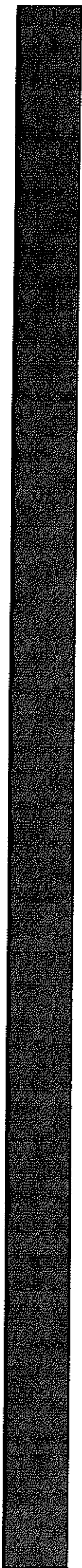
SUMMARY & CONCLUSION

WHY WE FEEL THIS REZONING IS IN THE BEST INTEREST OF THE COUNTY?

The proposed rezoning from A1 to R7.5 Conditional Use with accompanying site plan is in compliance with the adopted Cumberland County land use plan designation of Low Density Residential AND follows the guidelines of the Urban Area of the strategic growth map to provide immediate urban land development.

This project is located along a major thoroughfare which can support the growth proposed.

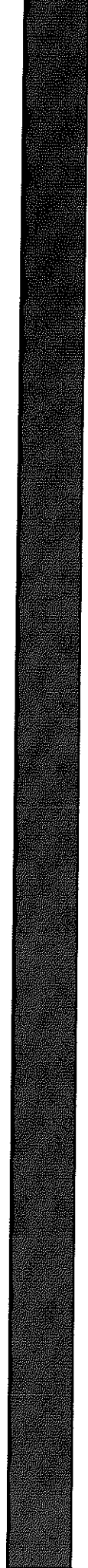
The project provides an additional street network with future connectivity to adjacent properties that can help support public services and emergency support services.



REZONING CASE P21-
33

CUMBERLAND
COUNTY, NC

Questions





PLANNING AND INSPECTIONS DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 20, 2021

TO: BOARD OF COUNTY COMMISSIONERS

FROM: CUMBERLAND COUNTY JOINT PLANNING BOARD

DATE: 9/9/2021

SUBJECT: CASE P21-43

BACKGROUND

Case P21-43: Rezoning of 1.42+/- acres from R40A Residential District to RR Rural Residential District or to a more restrictive zoning district, located at 3662 Gabe Smith Road, submitted by Rose Jones (owner).

RECOMMENDATION / PROPOSED ACTION

Planning Board Action: Recommended approval of the rezoning request from R40A to R30A Residential District which allows for single-family dwelling units with lot area of 30,000 square feet or above at the August 17, 2021 meeting for the reasons stated and as fully reflected in the minutes of the Planning Board Meeting which are incorporated herein by reference.

Staff Recommendation: In Case P21-43, the Planning and Inspections staff **recommends denial** of the rezoning request from R40A Residential District to RR Residential District and finds the request inconsistent with the Eastover Area Land Use Plan (2018), which calls for Rural Density Residential Maximum Density at this location. Staff further finds that recommending denying of the request is reasonable and in the public interest because the RR Residential District would allow one residential dwelling unit per 20,000 sq. ft. and a density that would not be compatible or harmony with the surrounding land uses or zoning in the area.

If the Board of Commissioners wishes to follow the recommendation of the Planning Board in this case, the following motion is appropriate:

MOTION:

In Case P21-43, I move to deny the request from R40A Residential District to RR Rural Residential District, and approve an alternative zoning district from R40A Residential District to R30A Residential District and find the alternative request consistent with the Eastover Area Land Use Plan, which calls for Rural Density

Residential Maximum Density and requires that any lot within this designation to be at least 30,000 sq. ft. Approval of the R30A is reasonable and in the public interest as the district requested is in harmony with surrounding existing land uses, zoning, and lot sizes.

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

MOTION:

In Case P21-43, I move to deny the rezoning request from R40A Residential District to RR Rural Residential District and find the request not consistent with the Eastover Area Land Use Plan designation of Rural Density Residential Maximum Density. Denial of the request is reasonable and in the public interest because _____.

ATTACHMENTS:

Description

Action Memo

Type

Backup Material

Amy H. Cannon
County Manager

Tracy Jackson
Assistant County Manager



Rawls Howard
Director

David Moon
Deputy Director

Planning & Inspections Department

September 9, 2021

MEMO TO: Cumberland County Board of Commissioners

FROM: Cumberland County Joint Planning Board

SUBJECT: **Case P21-43:** Rezoning of 1.42+/- acres from R40A Residential District to RR Rural Residential District or to a more restrictive zoning district, located 3662 Gabe Smith Road, submitted by Rose Jones (owner).

ACTION: Recommended approval of the rezoning request from R40A to R30A Residential District which allows for single-family dwelling units with lot area of 30,000 square feet or above at the August 17, 2021 meeting for the reasons stated and as fully reflected in the minutes of the Planning Board Meeting which are incorporated herein by reference.

MINUTES OF AUGUST 17, 2021

Mr. Shinas presented the case information and photos.

Mr. Howard said the property owner wants rezone from R40A to RR so that she can put an additional manufactured home on her property. The property currently has one manufactured home on the parcel. Staff met with Ms. Rose Jones on July 30th, and she stated that she cannot and does not want to apply for a group development permit because of her financial relationship with her bank. There was a group development permit which expired in 2019 because a building permit was not obtained. Mr. Howard explained under the current zoning of R40A, the parcel is not large enough to accommodate a two-lot subdivision. Additionally, staff recommended against the RR rezoning because it's not compatible with the Eastover Land Use Plan. However, staff offered an alternative recommendation that the applicant consider R30A because this district allows class A manufactured homes, would allow the lot to be subdivided, and is consistent with the Eastover Land Use Plan.

In Case P21-43, the Planning and Inspections staff **recommends denial** of the rezoning request from R40A Residential District to RR Residential District and finds the request inconsistent with the Eastover Area Land Use Plan (2018), which calls for Rural Density Residential Maximum Density at this location. Staff further finds that recommending denial of the request is reasonable and in the public interest because the RR Residential District would allow one residential dwelling unit per 20,000 sq. ft. and a density that would not be compatible or harmony with the surrounding land uses or zoning in the area.

Public comment opened.

There was one person signed up to speak in favor.

Ms. Rose Jones spoke in favor. She asked for clarification on what the alternative zoning recommendation would entail. Mr. Howard explained that R30A will allow her to split the parcel to allow another manufactured home to be placed on it and this will likely satisfy the banks requirements for her to obtain a loan to purchase. Mr. Howard also stated that this district would be in compliance with the adopted land use plan.

Amy H. Cannon
County Manager

Tracy Jackson
Assistant County Manager



Rawls Howard
Director

David Moon
Deputy Director

Planning & Inspections Department

Mr. Crumpler confirmed that if Ms. Jones accepts these solutions, she will have ample space to do exactly what she wants to do on the property.

Public comment closed.

In Case P21-43, Mr. Lloyd made a motion, seconded by Mr. Burton to approve the request for R30A Residential District which allows for single-family dwelling units with lot area of 30,000 square feet or above. Unanimous approval.

First Class and Record Owners' Mailed Notice Certification

A certified copy of the tax record owner(s) of the subject and adjacent properties and their tax record mailing address is contained within the case file and is incorporated by reference as if delivered herewith. The record owners' certified receipt of notice is also included.

Historic Cumberland County Courthouse | 130 Gillespie Street | P.O. Box 1829
Fayetteville, North Carolina 28301 | Phone: 910-678-7600 | Fax: 910-678-7631

co.cumberland.nc.us



PLANNING & INSPECTIONS

DEFERRED FROM THE JULY 20 JPB MEETING

PLANNING STAFF REPORT

REZONING CASE # P21-43

Planning Board Meeting: August 17 20, 2021 (Deferred from July 20, 2021)

Location: 3662 Gabe Smith Road

Jurisdiction: County-Unincorporated

REQUEST

Rezoning R40A to RR

Applicant requests a rezoning of one parcel, approximately 1.42 acres located at 3662 Gabe Smith Road, from R40A Residential District to RR Residential District. The change of zoning would increase the allowed density from 1 unit per 40,000 sq. ft. to 1 unit per 20,000 sq. ft. This is a conventional rezoning, and no conditions are proposed at this time. Location of the subject property is illustrated in Exhibit "A".

PROPERTY INFORMATION

OWNER/APPLICANT:

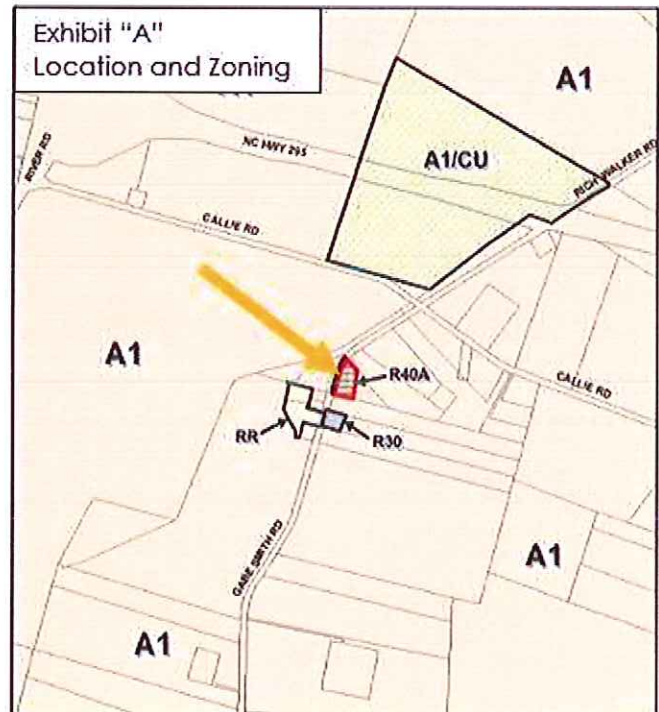
Rose Jones (owner)

ADDRESS/LOCATION: 3662 Gabe Smith Road. Refer to Exhibit "A", Site Location. REID number: 0550459785000.

SIZE: 1.42 +/- acres within one parcel. The property has approximately 380 +/- feet of street frontage along the east side of Gabe Smith Road. The property has a depth ranging from approximately 156 feet to 200 feet.

EXISTING ZONING: The subject site is zoned R40A Residential District. This district is intended primarily for single-family dwelling units including the use of manufactured homes on individual lots with a lot area of 40,000 square feet or larger.

EXISTING LAND USE: The parcel is currently residential in use. Exhibit "B" shows the existing use of the subject property.



SURROUNDING LAND USE: Exhibit "B" illustrates the following:

North: Agricultural.

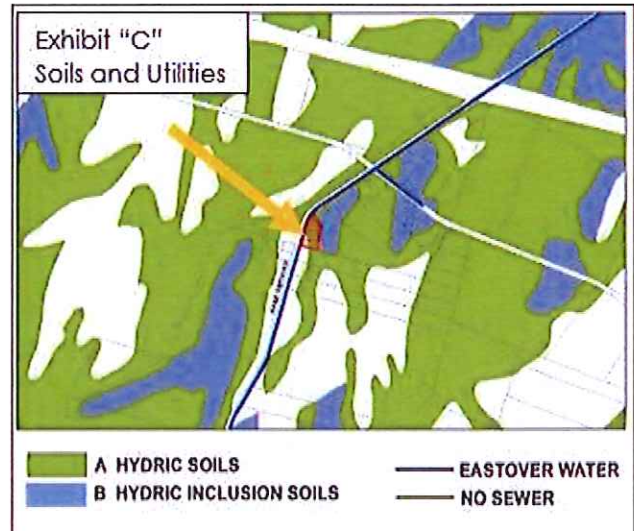
East: A single-family residence is directly abutting the subject site. However, the properties to the east are primarily vacant and wooded.

West: Single-family residences are built on parcels across Gabe Smith Rd with a wide variety of lot sizes. Two of the adjacent residential properties are zoned RR Rural Residential District.

South: The abutting property is vacant and wooded. Further south are lots with residential development within largely wooded areas.

OTHER SITE CHARACTERISTICS: The subject site is in a Watershed, but not within a Flood Zone Hazard Area. The subject property, as delineated in Exhibit "C" illustrates the presence of hydric but not hydric inclusion soils.

DEVELOPMENT REVIEW: Subdivision review will be required prior to any division of land.



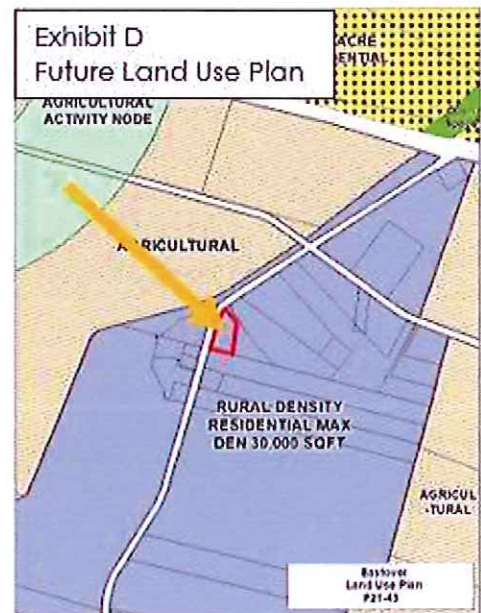
DIMENSIONAL PROVISIONS FOR REQUESTED DISTRICT:

Minimum Standard	R40A (Existing Zoning)	RR (Proposed)
Front Yard Setback	30 feet	30 feet
Side Yard Setback	15 feet	15 feet
Rear Yard Setback	35 feet	35 feet
Lot Area	40,000 sq. ft.	20,000 sq. ft.
Lot Width	100'	100'

COMPREHENSIVE PLANS: Located in the Eastover Area Land Use Plan Area (Adopted 2018), the subject property is designated as Rural Density Residential Maximum Density 30,000 sq. ft. (density allowed by the designation is 1-1.45 units per acre). The Rural Density Residential Maximum Density, in the Eastover Area Land Use Plan, calls for associated zoning districts of R30, R30A, R40, R40A. **Request is not consistent with the adopted land use plan.**

APPLICABLE PLAN GOALS/POLICIES:

- Encourage the use of low impact developments techniques.
- Promote sidewalks and pedestrian facilities, where appropriate to provide access to facilities such as schools, commercial areas, and recreation facilities.
- Provide and preserve natural vegetative buffer areas between single and multistory residential development and non-residential uses.



IMPACTS ON LOCAL INFRASTRUCTURE AND/OR FACILITIES

UTILITIES: Eastover Water is available along the Gabe Smith Road frontage. Utilities for water are shown on Exhibit "C". The site would have to be served by septic.

TRAFFIC: The subject property sits on Gabe Smith Road and is identified as a local road in the Metropolitan Transportation Plan. According to Fayetteville MPO, there are no construction projects planned, and the subject property will have no impact on the Transportation Improvement Plan.

SCHOOL CAPACITY/ENROLLMENT:

School	Capacity	Enrollment
Elizabeth Cashwell Elem	800	515
Mac Williams Mid	1270	1076
Cape Fear High	1425	1400

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

EMERGENCY SERVICES: Cumberland County Fire Marshal's office has reviewed the request and stated that the applicant needs to ensure that all fire department access roads requirements are met in accordance with section 503 of the NC 2018 Fire Code where required.

SPECIAL DISTRICTS: The property is not located within the Fayetteville Regional Airport Overlay District or within five miles of Fort Bragg Military Base.

CONDITIONS OF APPROVAL: N/A

CODE DEVIATIONS: N/A

STAFF RECOMMENDATION

In Case P21-43, the Planning and Inspections staff **recommends denial** of the rezoning request from R40A Residential District to RR Residential District and finds the request inconsistent with the Eastover Area Land Use Plan (2018), which calls for Rural Density Residential Maximum Density at this location. Staff further finds that recommending denying of the request is reasonable and in the public interest because the RR Residential District would allow one residential dwelling unit per 20,000 sq. ft. and a density that would not be compatible or harmony with the surrounding land uses or zoning in the area.

Attachments:
Notification Mailing List
Zoning Application

ATTACHMENT – NOTIFICATION MAILING LIST

ELLIOTT, HILDA R
3659 GABE SMITH RD
WADE, NC 28395

FAIRCLOTH, JAMES M; & SYLVIA W
4632 YADKIN RD
FAYETTEVILLE, NC 28303

●
JONES, ROSE BOATWRIGHT
3662 GABE SMITH RD
WADE, NC 28395

MCARTHUR, ELAZZOA MARTIN-DE-
PORUS
3637 GABE SMITH RD
WADE, NC 28395

ADAMS, DONELL JUNIOR; &
TORANIQUE LEINA
1212 JEREENS CREEK RD
FAYETTEVILLE, NC 28312

COOPER, ROBERT E
2699 RIVER RD
FAYETTEVILLE, NC 28312

COPENING, DEMETRIC TERRELL;
MELVIN, T'NIKA
117 MULLINS AVE
FAYETTEVILLE, NC 28301

ELLIOTT, BERTHA KING
2140 RICH WALKER RD
WADE, NC 28395

ELLIOTT, DAVID
3694 GABE SMITH RD
WADE, NC 28395

ELLIOTT, HILDA R
3659 GABE SMITH RD
WADE, NC 28395

LAMBERT, RICHMOND P JR; & MARY F
PO BOX 186
WADE, NC 28395

MCALLISTER, EDDIE G HEIRS
2304 VESTAL AVE
FAYETTEVILLE, NC 28301

MCARTHUR, ANTHONY NEILL
3633 GABE SMITH RD
WADE, NC 28395

MCARTHUR, ERIC A
3599 GABE SMITH RD
WADE, NC 28395

MCARTHUR, HUBERT
3627 GABE SMITH RD
WADE, NC 28395

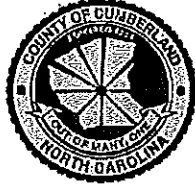
MCARTHUR, TONYA
3611 GABE SMITH RD
WADE, NC 28395

MCLAURIN, ESTHER S
6009 KINGSLAND DR
FAYETTEVILLE, NC 28306

PARKER, FANNIE S; & RAYMOND JR
8076 E PHIRNE RD
GLEN BURNIE, MD 21061

BOWYER SAMUELW; & FRANCE
PO BOX 53186
FAYETTEVILLE, NC 28305

ZONING APPLICATION



County of Cumberland
Planning & Inspections Department

CASE #: P21-43

PLANNING BOARD
MEETING DATE: 7/20/2021

DATE APPLICATION
SUBMITTED: 06/14/2021

RECEIPT #: 77866

RECEIVED BY: _____

**APPLICATION FOR
REZONING REQUEST
CUMBERLAND COUNTY ZONING ORDINANCE**

The following items are to be submitted with the completed application:

1. A copy of the *recorded* deed and/or plat.
2. If a portion(s) of the property is being considered for rezoning, an accurate written legal description of only the area to be considered;
3. A check made payable to "Cumberland County" in the amount of \$ 250.00.
(See attached Fee Schedule).

Rezoning Procedure:

1. Completed application submitted by the applicant.
2. Notification to surrounding property owners.
3. Planning Board hearing.
4. Re-notification of interested parties / public hearing advertisement in the newspaper.
5. County Commissioners' public hearing (approximately four weeks after Planning Board public hearing)
6. If approved by the County Commissioners, rezoning becomes effective immediately.

The Planning & Inspections Staff will advise on zoning options, inform applicants of development requirement and answer questions regarding the application and rezoning process. For further questions, call (910)678-7603 or (910)678-7609. Hours of operation are 8:00 a.m. to 5:00 p.m., Monday through Friday.

NOTE: Any revisions, inaccuracies or errors to the application may cause the case to be delayed and will be scheduled for the next available board meeting according to the board's meeting schedule. Also, the application fee is *nonrefundable*.

TO THE CUMBERLAND COUNTY JOINT PLANNING BOARD AND THE BOARD OF
COUNTY COMMISSIONERS OF CUMBERLAND COUNTY, NC:

I (We), the undersigned, hereby submit this application, and petition the County Commissioners to amend and to change the zoning map of the County of Cumberland as provided for under the provisions of the County Zoning Ordinance. In support of this petition, the following facts are submitted:

1. Requested Rezoning from RM4A to Box 1000 R-30 RR
2. Address of Property to be Rezoned: 3662 Gabe Smith Rd
3. Location of Property: SR 1719 - Gabe Smith Road
4. Parcel Identification Number (PIN #) of subject property: 0550-45-9785-
(also known as Tax ID Number or Property Tax ID)
5. Acreage: 1.42 Frontage: 380' Depth: 210'
6. Water Provider: Well: _____ PWC: _____ Other (name): Eastover Water
7. Septage Provider: Septic Tank ☒ PWC _____
8. Deed Book 11,104, Page(s) 84, Cumberland County Registry. (Attach copy of deed of subject property as it appears in Registry).
9. Existing use of property: Residential
10. Proposed use(s) of the property: Residential
11. Do you own any property adjacent to or across the street from this property?
Yes _____ No ☒ If yes, where? _____
12. Has a violation been issued on this property? Yes _____ No ☒

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

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

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

Rose B. Jones
NAME OF OWNER(S) (PRINT OR TYPE)

3662 Gabe Smith Rd. Wade, NC 28395
ADDRESS OF OWNER(S)

706-495-1188
HOME TELEPHONE #

WORK TELEPHONE #

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

ADDRESS OF AGENT, ATTORNEY, APPLICANT

Rosemarie031760@gmail.com
E-MAIL

HOME TELEPHONE #

WORK TELEPHONE #

Rose B. Jones
SIGNATURE OF OWNER(S)

SIGNATURE OF AGENT, ATTORNEY OR APPLICANT

SIGNATURE OF OWNER(S)

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

FILED	Apr 27, 2021
AT	11:59:03 AM
BOOK	11104
START PAGE	0084
END PAGE	0086
INSTRUMENT #	19485
RECORDING	\$26.00
EXCISE TAX	\$0.00

Excise Tax: 00.00

NORTH CAROLINA QUITCLAIM DEED

This instrument prepared by: Jennifer Kirby Fincher, PLLC, PO Box 53674, Fayetteville, NC 28305Brief description for the Index: 1 LT TAYLOR LD VAC (1.5 AC) **WITHOUT TITLE EXAMINATION **

This Deed made this 10th day of April, 2021, by and between Grantor and Grantee
The designation Grantor and Grantee as used herein shall include all parties, their heirs, successors and assigns and shall include singular, plural, masculine, feminine or neuter as required by context.

Grantor:	Grantee:
Annie Lee Boatwright, widowed	Rose Boatwright Jones, widowed 3662 Gabe Smith Road Wade, NC 28395

Transfer of Ownership: Grantor, for a valuable consideration paid by Grantee, the receipt of which is hereby acknowledged, has remised and released and does hereby remise, release and forever quitclaim to Grantee, the property described below:

Parcel ID No.: 0550-45-9785

The legal description of the Property:

See attached Exhibit A.

*History of title: Annie Lee Boatright took title with husband Thadius Boatright on August 17, 1971. Thadius Boatright died on August 10, 2011 (Cumberland County Estate No. 11-E-1379).

Title to the property hereinabove described is subject to the following exceptions:

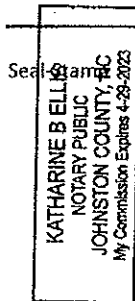
- County and/or Municipal Zoning Ordinances, Rules and Regulations.
- Restrictions, Easements and Rights of way of record
- Current year Cumberland County Ad Valorem Taxes

Grantor makes no warranty, express or implied, as to title to the Property.

TO HAVE AND TO HOLD the said property and all privileges and appurtenances (rights) belonging to the Grantee.

Signatures: In witness whereof, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

Annie Lee Boatwright
Annie Lee Boatwright



State of North Carolina, County of Johnston
I, Katharine B Ellis, a Notary Public of the County of Johnston and
State aforesaid, certify Annie Lee Boatwright, Grantor, personally came before me this
day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 16th day of April, 2021.

My Commission Expires: 4-29-23

Kath B Ellis
Notary Public

The foregoing Certificate(s) of

_____ is/are certified to be correct. This instrument and this certificate are duly
registered at the date and time and in the Book and Page shown on the page hereof.

_____ Register of Deeds for
_____ County

By _____ Deputy/Assistant – Register of Deeds.

EXHIBIT "A"

BEGINNING at an iron stake in the intersection of the Southern line of the original tract of which this is a part with the Eastern margin of State Road #1719, and runs thence as said Southern line, South 67 degrees 00 minutes East 198.00 feet to a stake; thence North 14 degrees 08 minutes East 259.00 feet to a stake; thence North 35 degrees 19 minutes West 156.25 feet to an iron stake in the Eastern margin of State Road # 1719; thence as said Eastern margin, South 25 degrees 04 minutes West 331.18 feet to the point of beginning. Being a part of the 35.1 acre tract conveyed to Seth Smith as per deed recorded in Book 643, Page 75, Cumberland County Registry. And being the same land described in deed dated November 3, 1967 from Seth Smith, widower, to Becker T. Mulder, recorded in Book 2064, Page 197, Cumberland County Registry.

FAYETTEVILLE PUBLISHING COMPANY
 458 Whitfield Street, Fayetteville, NC 28306
 Phone (910) 678-9000 Toll Free 1-800-345-9895 Fax (910) 323-1451

Order Confirmation

PUBLIC NOTICE

The Cumberland County Board of Commissioners will meet at 6:15 p.m. on September 20, 2021, in room 118 of the County Courthouse at 117 Dick Street to hear the following:

P21-33 rezoning 41.98 +/- ac A1 Agricultural District to R7.5 Residential/CZ District up to 122 lots zll sub or to a more restrictive zoning district; west of NC 87 Hwy and south of Olaburns Drive; James D. Hubbard and Norma Garcia; Cheri and Marty Lassiter; Tommy J Woodell and Debra H. Woodell; Travis Allen Hubbard and Jill Elizabeth Hubbard; Pamela and Michael Domanski; Michael and Jodi Davis, Christopher Davis, Kristin M. Davis; Boyd D. Parsons Jr. and Mae Smith Parsons (owners)

P21-36 rezoning 12.36 +/- ac A1 District to C(P) District or more restrictive zoning district; east of Cedar Creek Dr, north of Tabot Church Rd; Cathy Tatum Vinson (owner)

P21-43 rezoning 1.42 +/- ac R40A District to RR District or more restrictive zoning district; at 3662 Gabe Smith Rd; Rose Jones (owner)

P21-45 rezoning 2.00 +/- ac A1 District to R40A District or more restrictive zoning district; at 6151 Dunn Rd; Linda Davis (owner)

P21-48 rezoning 0.38 +/- ac C2(P) District to C(P) District or more restrictive zoning district; at 3713 Cumberland Rd; Brian Barber and Wendy Barber (owners)

P21-50 rezoning 3.42 +/- ac A1 District to R40A District or more restrictive zoning district; at 2380 Yarborough Rd; Robert Spencer (owner)

P21-51 rezoning 23.72 +/- ac R10 District to M(P) District or more restrictive zoning district; at 3200 Natal St; Purolator Filters NC, LLS (owner)
 9/8, 13 5252097

Ad Order Number

0005252097

Sales Rep.

0090

Order Taker

0001

Order Source

Telephone

Order Invoice Text

CCBoC - 9/20/21 meeting

Customer

CUMB CO JOINT PLANNING

Customer Account

003661000

Customer Address

130 Gillespie Street, Attn: Laverne Howard,
 FAYETTEVILLE NC 28301 USA

Customer Phone

910-678-7600

Payor Customer

CUMB CO JOINT PLANNING

PO Number

Payor Account

003661000

Ordered By

Payor Address

130 Gillespie Street, Attn: Laverne Howard
 FAYETTEVILLE NC 28301 USA

Customer Fax

910-678-7631

Customer Email

lhoward@co.cumberland.nc.us

Payor Phone

910-678-7600

Special Pricing

None

Net Amount

\$394.16

Tax Amount

\$0.00

Total Amount

\$394.16

Amount Due

\$394.16

Payment Method

Payment Amount

\$0.00

Ad Number

0005252097-01

Ad Type

CL Legal Line

Ad Size

: 1.0 X 52 cl

Color

<NONE>

Product

Placement/Classification

Run Dates

Inserts

Cost

FO::

401 - Legals

9/8/2021, 9/13/2021

2

\$378.56

OL::

401 - Legals

9/8/2021, 9/13/2021

2

\$15.60



OFFICE OF THE COUNTY MANAGER

**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 20,
2021**

TO: BOARD OF COUNTY COMMISSIONERS

**FROM: DR. MARVIN CONNELLY, JR., SUPERINTENDENT, CUMBERLAND
COUNTY SCHOOLS**

DATE: 9/14/2021

**SUBJECT: CONSIDERATION OF APPROVAL OF PURCHASE PRICE FOR 20.18
ACRES ON THE SOUTH SIDE OF ELLIOT FARM ROAD ON BEHALF
OF THE CUMBERLAND COUNTY BOARD OF EDUCATION**

BACKGROUND

The Board of Education (BOE) purchased 20.8 acres on Elliot Farm Road from Broadwell Land Company for a future elementary school site on September 28, 2015. The purchase price was \$600,000 with \$200,000 being paid at closing and the remaining balance secured with a promissory note. The balance of the purchase price is to be paid upon completion of extension of water and sewer by the Developer. Water and Sewer has been extended and the BOE is seeking to finalize the purchase of this land.

The BOE is seeking approval of the purchase price by the Board of Commissioners pursuant to N.C. General Statute 115C-426(f). A letter from Dr. Connelly requesting the approval is attached as well as an appraisal of the 20 acres.

RECOMMENDATION / PROPOSED ACTION

This item was discussed at the September 9, 2021 Board of Commissioners Agenda Session Meeting. The vote was not unanimous. The Board requested that this item be moved to the September 20, 2021 as an Item of Business.

Consider the request from the Board of Education for approval of the \$600,000 purchase price for 20.18 acres on Elliot Farm Road.

ATTACHMENTS:

Description

Board of Education Request for Land Purchase

Type

Backup Material



MEMORANDUM

TO: Amy Cannon, County Manager

FROM: Dr. Marvin Connelly, Jr., Superintendent,
Cumberland County Schools

DATE: August 31, 2021

RE: Request for Approval of Purchase Price for 20.18 acres on the South Side of Elliot Farm Road (SR 1606) on behalf of the Cumberland County Board of Education, pursuant to N.C. Gen. Stat. 115C-426 (f)

Dear Amy:

On behalf of the Cumberland County Board of Education, we respectfully request the Commissioners' approval of a total purchase price of \$600,000.00 for the above referenced property. A simple motion in favor of approval will suffice. In support of this request, I have attached an excerpt from an appraisal report by Tom Keith & Associates confirming a market value of \$600,000.00 for the subject property, and although some time has passed since that appraisal, with the rapid residential growth in the surrounding area, availability of PWC sewer, and nearby residential road improvements, we would anticipate that the market value has only continued to increase.

Thank you very much for your consideration and that of the Commissioners, and if I can answer any questions or provide any additional information, do not hesitate to contact me.

Sincerely,

Dr. Marvin Connelly, Jr.



CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 20, 2021

TO: BOARD OF COUNTY COMMISSIONERS

FROM: KELLIE BEAM, DEPUTY CLERK TO THE BOARD

DATE: 9/13/2021

SUBJECT: BOARD OF ADJUSTMENT (1 VACANCY)

BACKGROUND

The Board of Adjustment has the following one (1) vacancy (*deferred from the September 7th meeting*)

Regular Member:

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.

PROPOSED ACTION: Nominate individual to fill the one (1) vacancy above.

Attachments

RECOMMENDATION / PROPOSED ACTION

Nominate individual to fill the one (1) vacancy above.

ATTACHMENTS:

Description

Type

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

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	1st	June/22 6/30/22 (serving unexpired term; eligible for two additional terms)	Yes
Marva Lucas-Moore (B/F) 3014 Hampton Ridge Road Fayetteville, NC 28311 551-1904/227-9605 marva@lucasmoorerealtyinc.com	6/20	1st	Sept/22 9/30/22 (serving unexpired term; eligible for one additional term)	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 Girlimon1@aol.com	2/21	1st	June/22 6/30/22 (serving unexpired term; eligible for two additional terms)	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 kturneri@hotmail.com	8/21	1st	Aug/24 8/31/24	Yes
VACANT (Vacated by L. Amos)	10/19	1st	May/22 5/31/22	Yes

Meets 3rd 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**

<u>NAME/ADDRESS/TELEPHONE</u>	<u>OCCUPATION</u>	<u>EDUCATIONAL BACKGROUND</u>
BROOKS, DONALD (B/M) 301 SOUTHLAND DRIVE FAYETTEVILLE NC 28311 910-826-6078 <u>DONALDBROOKS959@GMAIL.COM</u> 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 <i>CATEGORY: GENERAL PUBLIC</i>	RETIRED	BACHELORS
DICKENS, CATHY (-/F) 1426 COBRA DRIVE FAYETTEVILLE NC 28303 910-286-0157 <u>MAXINEDICKENS69@GMAIL.COM</u> 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 <i>CATEGORY: GENERAL PUBLIC</i>	DISTRICT SUPERVISOR SOIL AND WATER	HIGH SCHOOL
REEVES, IAN (-/M) 415 FAIRFAX AVE FAYETTEVILLE NC 28303 910-364-4362 <u>IAN.B.REEVES@GMAIL.COM</u> 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 <i>CATEGORY: ALTERNATE MEMBER</i>	PARALEGAL ARMY	COLLEGE
RHODES, EVA P. (-/F) 301 DUNLEITH PLACE FAYETTEVILLE NC 28311 443-326-2924 <u>EVAPHR1161@COMCAST.NET</u> 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 <i>CATEGORY: GENERAL PUBLIC</i>	RETIRED FEDERAL EMPLOYEE	COLLEGE LISTED

**APPLICANTS FOR
BOARD OF ADJUSTMENT PAGE 2**

NAME/ADDRESS/TELEPHONE	OCCUPATION	EDUCATIONAL BACKGROUND
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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

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

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

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 20, 2021

TO: BOARD OF COUNTY COMMISSIONERS

FROM: KELLIE BEAM, DEPUTY CLERK TO THE BOARD

DATE: 9/16/2021

SUBJECT: FAYETTEVILLE AREA CONVENTION AND VISITORS BUREAU (FACVB) (3 VACANCIES)

BACKGROUND

The Fayetteville Area Convention and Visitors Bureau (FACVB) Board of Directors has the following three (3) vacancies:

At-Large Representative:

- Becki D. Kirby – completing second term on September 30, 2021. Not eligible for reappointment.
- **New At-Large Position (1)**

Local Business Representative:

- **New Local Business Representative Position (1)**

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

RECOMMENDATION / PROPOSED ACTION

Nominate individuals to fill the three (3) vacancies above.

ATTACHMENTS:

Description

Type

Fayetteville Area Convention and Visitors Bureau Board of Directors

The purpose of the Fayetteville Area Convention and Visitors Bureau Board of Directors is to encourage travel and tourism in Cumberland County and to engage in any lawful act or activity for which non-profit corporations may be organized under Chapter 55A of the North Carolina General Statutes.

Statutory Authorization: Chapter 983, House Bill 1590

Member Specifications:

The Board of Directors shall be comprised of the following individuals:

- the County Manager or his/her designee,
- the City Manager of the City of Fayetteville or his/her designee,
- the Director of the Crown Complex or his/her designee,
- one representative nominated by hotels and motels within the County of Cumberland which have fewer than 100 rooms and appointed by the County Commissioners,
- one representative nominated by hotels and motels within the County of Cumberland which has in excess of 100 rooms and appointed by the County Commissioners,
- one business representative within the County of Cumberland operating an attraction, restaurant or other local business affected by the Tourism Industry elected by the County Commissioners,
- two at-large members, appointed by the County Commissioners which is representative of one or more of the following groups:
 - arts/cultural community,
 - business community,
 - military and has a demonstrated interest in travel and tourism in the County,
 - business affected by tourism industry,
- one representative of a hotel or motel within the County of Cumberland which has rooms subject to Occupancy Taxes and meeting space in excess of 6,000 square feet which shall be elected by the Board of Directors,
- one representative of a hotel or motel within the County of Cumberland which has rooms subject to Occupancy Taxes and shall be elected by the Board of Directors,

- one business representative within the County of Cumberland operating an attraction, restaurant or other local business affected by the Tourism Industry elected by the Board of Directors.

Term: 3 Years

Compensation: None

Duties:

- Responsible for reviewing, approving and monitoring the financial integrity of the Fayetteville Area Convention and Visitors Bureau;
- Helps establish and monitor the implementation and administration of policies and programs;
- Approves and supports the Fayetteville Area Convention and Visitors Bureau's programs within the community;
- Hire, support and evaluate the performance of the President and CEO of the Fayetteville Area Convention and Visitors Bureau.

Meetings: Quarterly on the 4th Wednesday (starting in January) at Noon.

Meeting Location: Fayetteville Area Convention and Visitors Bureau Board Room 245 Person Street Fayetteville, NC

FAYETTEVILLE AREA CONVENTION AND VISITORS BUREAU
BOARD OF DIRECTORS
3 Year Terms

Name/Address	<u>Date</u> Appointed	Term	Expires	<u>Eligible For</u> Reappointment
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Appointed by Board of County Commissioners

Hotel/Motels under 100 rooms Representatives:

Sharon Lee Ambassador Inn 2621 Lone Pine Drive Fayetteville, NC 28306 910-485-8135	6/19	2nd	Mar/22 3/31/22	No
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Hotel/Motel over 100 rooms Representatives:

Adam Collier Fairfield Inn & Suites 3612 South River School Rd Wade, NC 28395 910-223-7867/910-309-9736	8/20	2nd	May/23 5/31/23	No
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At Large

Becki D. Kirby 2020 Calista Circle Fayetteville, NC 28304 910-261-4168	9/18	2nd	Sept/21 9/30/21	No
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At Large - VACANT

Name
Street Address
City/State/Zip
Phone

Local Business - VACANT

Name
Street Address
City/State/Zip
Phone

Appointed by FACVB Board of Directors

Hotel/Motel with 6000+ Meeting Space Representative - VACANT

Name
Street Address
City/State/Zip
Phone

FAYETTEVILLE AREA CONVENTION AND VISITORS BUREAU
BOARD OF DIRECTORS
3 Year Terms

Fayetteville Area Convention and Visitors Bureau, Page 2

Name/Address	<u>Date</u> Appointed	Term	Expires	<u>Eligible For</u> Reappointment
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Hotel/Motel Representative - VACANT

Name
Street Address
City/State/Zip
Phone

Local Business - VACANT

Name
Street Address
City/State/Zip
Phone

Voting Members:

Cumberland County Manager or his/her designee
Amy Cannon, County Manager

General Manager of the Crown Complex or his/her designee position
James Grafstrom, CEO/Coliseum Complex Manager

City of Fayetteville Manager or his/her designee position
Doug Hewett City Manager

Non-Voting County Commissioner Liaison

Commissioner Charles Evans, Chairman

Non-Voting Ex-Officio Positions:

President Airborne and Special Operations Museum
Tourism Development Authority Liaison
President of Fayetteville Area Hospitality Association
President of the Cool Springs Downtown District
President Greater Fayetteville Chamber of Commerce
President of the Fayetteville Cumberland County Economic Development Corporation
Past Chair of the Corporation
One (1) Position at Board Discretion

Contact: Randy Fiveash (or Kelly Brill), Fayetteville Area Convention & Visitors' Bureau –
483-5311 rfiveash@visitfayettevillenc.com & kbrill@visitfayettevillenc.com

FAYETTEVILLE AREA CONVENTION AND VISITORS BUREAU
BOARD OF DIRECTORS
3 Year Terms

Fayetteville Area Convention and Visitors Bureau, Page 3

Meetings: Quarterly on the Fourth Wednesday (starting in January) at 12:00 pm – Fayetteville Area Convention and Visitors Bureau, Board Room, 245 Person Street

Membership categories changed per FACVB bylaws approved by Board of County Commissioners August 16, 2021. Also in approved bylaws:

*Members of the Board shall be owners, general managers or top executives.
The County shall designate a commissioner liaison in a nonvoting position.*

APPLICANTS FOR
FAYETTEVILLE AREA CONVENTION AND VISITORS' BUREAU
BOARD OF DIRECTORS

<u>NAME/ADDRESS/TELEPHONE</u>	<u>OCCUPATION</u>	<u>EDUCATIONAL BACKGROUND</u>
BLEVINS, MARY ELIZABETH (W/F) 1442 SEABISCUIT DRIVE PARKTON NC 28371 910-853-4539 THESHOEDIVA@YAHOO.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: HOPE MILLS CITIZENS ACADEMY CATEGORY: GENERAL PUBLIC	EXECUTIVE DIRECTOR HOPE MILLS CREATIVE ARTS	ASSOCIATES -ART
MABE, S. AARON (-/M) 7018 BYERLY DRIVE HOPE MILLS NC 28348 910-670-3497 AMABE221@GMAIL.COM Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: YES Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO CATEGORY: GENERAL PUBLIC	CCP/DUAL ENROLLMENT PROGRAM COORDINATOR FTCC	MASTERS
MILLS, SUSAN (W/F) 4158 BENT GRASS DRIVE FAYETTEVILLE NC 28312 910-308-2409 VOTE4MILLS@AOL.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	HIGH SCHOOL TEACHER SAMPSON COUNTY PUBLIC SCHOOLS	BS-COMMUNICATIONS
MOORE, BENJAMIN (B/M) 5419 CEDAR CREEK RD FAYETTEVILLE NC 28312 804-593-8237/433-1657 BMOORE@CI.FAY.NC.US Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: CITY OF FAYETTEVILLE LEADERSHIP ACADEMY CATEGORY: GENERAL PUBLIC	ENGINEERING SPECIALIST II CITY OF FAYETTEVILLE	COLLEGE LISTED

**APPLICANTS FOR
FAYETTEVILLE AREA CONVENTION AND VISITORS' BUREAU
BOARD OF DIRECTORS Page 2**

NAME/ADDRESS/TELEPHONE	OCCUPATION	EDUCATIONAL BACKGROUND
PATEL, PAVAN D (IA/M) 4321 FERNCREEK DRIVE FAYETTEVILLE, NC 28314 584-7174/919-903-2673/919-904-2673 PAVAN@WILLOWGROUFINVESTMENTS.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: HOTEL/MOTELS UNDER 100 ROOMS REPRESENTATIVE	GM/OWNER HAMPTON INN SPRING LAKE TRINITY HOSPITALITY	BA
SIMMS-THOMPkins, RACHEL (B/F) 490 CARLTON PLACE FAYETTEVILLE, NC 28311 646-234-9290 RSIMMSTHOMPkins@YAHOO.COM Graduate-County Citizens' Academy: YES Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO CATEGORY: GENERAL PUBLIC	CHARTER COMMUNICATIONS	SOME COLLEGE
THOMPSON, LYNNDORA (B/F) 3402 RUDLAND COURT FAYETTEVILLE NC 28304 910-584-5324 LYNNDORATHOMPSON3@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	UNEMPLOYED	BA, MA
TOMLIN, MARVIN GREGORY (B/M) 2605 HIGHPOINT CT FAYETTEVILLE NC 28304 423-8097/261-0986 MTOMLIN584@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	SALES UNEMPLOYED	SOME COLLEGE

APPLICANTS FOR
FAYETTEVILLE AREA CONVENTION AND VISITORS' BUREAU
BOARD OF DIRECTORS Page 3

<u>NAME/ADDRESS/TELEPHONE</u>	<u>OCCUPATION</u>	<u>EDUCATIONAL BACKGROUND</u>
WILLIAMS, WESTANA BAGGETT (B/F) 734 ELDERBERRY DRIVE FAYETTEVILLE NC 910-308-5406/910-615-5406 WESTANAWARREN@GMAIL.COM	PAYER RELATIONS COORDINATOR CAPE FEAR VALLEY	BS & MBA
SERVES ON THE NURSING HOME ADVISORY BOARD		
Graduate-County Citizens' Academy: YES Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: YES Graduate-other leadership academy: CITY OF FAYETTEVILLE'S CITIZENS ACADEMY		
<i>CATEGORY: GENERAL PUBLIC</i>		



CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 20, 2021

TO: BOARD OF COUNTY COMMISSIONERS

FROM: KELLIE BEAM, DEPUTY CLERK TO THE BOARD

DATE: 9/13/2021

SUBJECT: BOARD OF ADJUSTMENT (1 VACANCY)

BACKGROUND

At the September 7, 2021, meeting, the Board of Commissioners nominated the following individual to fill one (1) vacancy on the Board of Adjustment:

NOMINEE(S)

Regular Member:

Gregory Parks (reappointment)

I have attached the current membership list for this Board.

RECOMMENDATION / PROPOSED ACTION

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

ATTACHMENTS:

Description

Board of Adjustment Membership Roster

Type

Backup Material

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	1st (serving unexpired term; eligible for two additional terms)	June/22 6/30/22	Yes
Marva Lucas-Moore (B/F) 3014 Hampton Ridge Road Fayetteville, NC 28311 551-1904/227-9605 marva@lucasmoorerealtyinc.com	6/20	1st (serving unexpired term; eligible for one additional term)	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 Girlimon1@aol.com	2/21	1st (serving unexpired term; eligible for two additional terms)	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 kturneri@hotmail.com	8/21	1st	Aug/24 8/31/24	Yes
VACANT (Vacated by L. Amos)	10/19	1st	May/22 5/31/22	Yes

Meets 3rd 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



OFFICE OF THE COUNTY MANAGER

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 20,
2021

TO: BOARD OF COUNTY COMMISSIONERS

FROM:

DATE:

SUBJECT: ATTORNEY-CLIENT MATTER(S) PURSUANT TO NCGS 143.318.11(A)(3)