
AGENDA
CUMBERLAND COUNTY BOARD OF COMMISSIONERS
JUDGE E. MAURICE BRASWELL
CUMBERLAND COUNTY COURTHOUSE - ROOM 118
OCTOBER 18, 2021
6:45 PM

INVOCATION - Commissioner Jeannette Council

PLEDGE OF ALLEGIANCE -

Introduction of the Fayetteville-Cumberland Youth Council Members

Laiya Davis FCYC Vice Chair

James Toon

PUBLIC COMMENT PERIOD

1. APPROVAL OF AGENDA
2. CONSENT AGENDA
 - A. Approval of October 4, 2021 Regular Meeting Minutes
 - B. Resolution of the Cumberland County Civic Center Commission
 - C. Approval of Formal Bid Award for Direct Radiology (DR) Imaging X-Ray System
 - D. Approval of Sole Source for the Purchase of IAPro and Blue Team software from CI Technologies, Inc.
 - E. Acceptance of Offer to Purchase Surplus Property Located at 4777 Old Savannah Church Road, Fayetteville
 - F. Acceptance of Offer to Purchase Surplus Property Located at 6513 Celestial Pine Drive, Hope Mills
 - G. Acceptance of Offer to Purchase Surplus Property Located at 1709 Albacore Circle, Hope Mills
 - H. Acceptance of Offer to Purchase Surplus Property with PIN 0574-75-0999 Located Off Colliers Chapel Church Road
 - I. Approval of Sale of Surplus Real Property Located at 512 Moore Street, Fayetteville
 - J. Approval of Sale of Surplus Real Property Located at 7653 Maggie Circle, Fayetteville
 - K. Approval of Sale of Surplus Real Property Located at 6722 Baldoon Drive, Fayetteville
 - L. Approval of Sale of Surplus Real Property Located at 7005 Ryan Street, Fayetteville
 - M. Approval of Budget Ordinance Amendments for the October 18, 2021 Board of County Commissioners' Agenda
 - N. Approval of Cumberland County Board of Commissioners Agenda Session Items

1. Approval of September 9, 2021 Agenda Session Item - Budget Ordinance Amendment #B220486 for Martin Luther King, Jr. Park Improvements
2. Amendment to Spectra Venue Management Agreement
3. Public Health Billing Guide Updates
4. Public Health Department FY2022 Fee Schedule Changes
5. Request from Famiks Transport, Inc. for Increase in Trip Rate for Community Transportation
6. Request to Consider Contracts at Regular Board of Commissioners' Meetings
7. Revised Community Development Rental Rehabilitation Program Policy
8. OrgCode Consulting, Inc. Proposal for a Homelessness Strategic Plan
9. Creech and Associates' Proposal for a Space Needs Analysis and Facilities Master Plan
10. Discussion of August 16, 2021 Action Regarding Historic Courthouse (Moved from September Agenda Session)
11. Request to Conduct Community Survey
12. Resolution of Intent to Lease Certain Real Property to Crown Castle South, LLC
13. Fayetteville-Cumberland Liaison Committee Meeting-Expansion of Homeless Committee

3. PUBLIC HEARINGS

- A. Public Hearing to Consider Approval, for Purposes of Meeting the Requirements of the Internal Revenue Code, of up to \$29,000,000 in Educational Facilities Revenue Refunding Bonds to be Issued by the Public Finance Authority for the Benefit of The Methodist University, Inc. (the "Borrower")
- B. Bethany Area Land Use Plan

Uncontested Rezoning Cases

- C. Case ZON-21-0004
- D. Case ZON-21-0005
- E. Case ZON-21-0007
- F. Case ZON-21-0008
- G. Case ZON-21-0009

4. ITEMS OF BUSINESS

- A. Fayetteville-Cumberland Liaison Committee - Homeless Collaboration
- B. Consideration of Crown Complex Multi-Purpose Market and Financial Feasibility Study Next Steps

5. NOMINATIONS

- A. Joint Fort Bragg & Cumberland County Food Policy Council (6 Vacancies)

B. Cumberland County Home and Community Care Block Grant Committee (7 Vacancies)

6. APPOINTMENTS

A. Library Board of Trustees (3 Vacancies)

7. CLOSED SESSION: If Needed

ADJOURN

WATCH THE MEETING LIVE

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

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

REGULAR BOARD MEETINGS:

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

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

December 6, 2021 (Monday) - 9:00 AM

December 20, 2021 (Monday) - 6:45 PM



OFFICE OF THE COUNTY ATTORNEY

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF OCTOBER 18, 2021

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COUNTY ATTORNEY (REQUESTED BY CIVIC CENTER COMMISSION)

DATE: 10/11/2021

SUBJECT: RESOLUTION OF THE CUMBERLAND COUNTY CIVIC CENTER COMMISSION

BACKGROUND

At its September 2021 meeting, the Cumberland County Civic Center Commission unanimously adopted the attached Resolution supporting the efforts of the Board of Commissioners toward planning and building a multi-use facility to replace the obsolete theater. The Civic Center Commission asked that it be presented to the Board of Commissioners.

RECOMMENDATION / PROPOSED ACTION

For information only. No action needed.

ATTACHMENTS:

Description	Type
Civic Center Resolution	Backup Material

1

RESOLUTION SUPPORTING CROWN CENTER STUDY AND PLAN FOR BUILDING
AND CONSTRUCTING A NEW MULTI-USE ENTERTAINMENT FACILITY IN
CUMBERLAND COUNTY

WHEREAS, The Crown Complex, which includes the Crown Arena, and Theatre, has served the local community by providing high-quality events since 1968; and

WHEREAS, Past studies have concluded that the cost of necessary repairs and upgrades to the Arena and Theatre are prohibitive, prompting the announced closure of the venues by November 2025; and

WHEREAS, The results of public and stakeholder outreach suggests a desire to replace the Arena and Theatre with a new venue to retain a variety of entertainment events in the market; and

WHEREAS, It is vital that a new venue support programming that is reflective of the young, diverse greater Cumberland County market; and

WHEREAS, Local, regional, and national event promoters expressed interest in utilizing a new venue in the Cumberland County market; and

WHEREAS, Careful consideration was given to competition in the regional market, particularly for traditional performing arts center events; and

WHEREAS, The entertainment industry has experienced sustained growth, with trends towards flexible venues that can host a variety of events and performances; and

WHEREAS, There is demand for a multi-purpose venue to retain existing event activity and attract new content to the market; and

WHEREAS, The existing Food & Beverage Tax represents the most viable means of funding the cost of a new multi-purpose venue; and

WHEREAS, The study showed that a successful project would be self-sustaining, community supported and spur economic growth; and

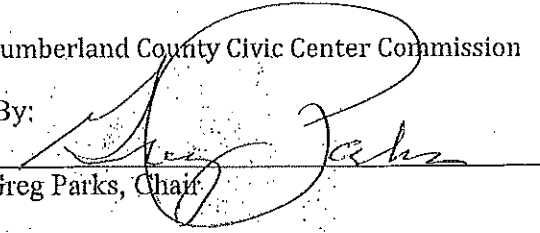
WHEREAS, Over 80 percent of the community forum respondents had a positive attitude toward a new venue and a majority of participants preferred a downtown location;

NOW, THEREFORE, BE IT RESOLVED, that We, the Cumberland County Civic Center Commission, support the feasibility study presented by CSL in partnership with Spectra Management, and request the Cumberland County Commissioners immediately begin the process of design and construction of a new Multi-Use Entertainment facility in downtown Fayetteville.

Adopted this 28 day of September 2021.

Cumberland County Civic Center Commission

By:


Greg Parks, Chair

Attest:


Myra Brooks, Clerk to the Board



FINANCE OFFICE

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF OCTOBER 18, 2021

TO: BOARD OF COUNTY COMMISSIONERS

FROM: IVONNE MENDEZ, ACCOUNTING SUPERVISOR

DATE: 10/5/2021

SUBJECT: APPROVAL OF FORMAL BID AWARD FOR DIRECT RADIOLOGY (DR) IMAGING X-RAY SYSTEM

BACKGROUND

Funds in the amount of \$175,132 were appropriated in the Sheriff's Office fiscal year 2022 budget for the purchase of a portable Direct Radiology (DR) Imaging X-ray system. This equipment will be utilized by the Bomb Squad to help in rapidly identifying potential explosive ordnance device (EOD) which will improve the overall safety and security of our community.

Formal bids were solicited and Logos Imaging LLC submitted the only response. The proposal was responsive, met all specifications and includes a proposed cost of \$175,131.61.

RECOMMENDATION / PROPOSED ACTION

Purchasing staff recommend approval of bid award number 22-06-SO to Logos Imaging LLC, based on the best overall value standard of award.

ATTACHMENTS:

Description	Type
Bid Award Request Form	Backup Material
Bid Tab Summary	Backup Material
Evaluation Summary	Backup Material
Vendors Proposal	Backup Material



Formal Bid Award Request (Eff. 6/21/21)

Please Note: This form is required for purchases in the formal bid range and must be completed and signed prior to any final bid award recommendations being submitted to a committee or the Board. Please complete all applicable fields.

Date: 9/9/21 Department: Sheriff's Office

Bid Description (If additional space necessary, may attach a separate sheet): 22-06-SO DR Imager

Amount of Bid Award (or estimated contract amount): \$175,131.61 (If \$90,000 – \$99,999.99 County Manager approval required only, if \$100,000 or more County Manager and Board approval required.) \$9,132 BR 220176

Budgeted Amount for Project: \$175,132 Original Budget (Y/N): N or Budget Revision #: \$166,000 BR 220838

Budget Line: Org. 1014200 Object Code: 577050 Project Code: _____

Department Bid Award Recommendation (specify the vendor):
Award bid to Logos

Justification (ex. lowest bidder) (Please note that if the lowest bidder is not selected a detailed explanation must be provided. If additional space necessary, may attach a separate sheet.):

Logos is the only respondent but meets the specifications of the bid and can supply the equipment needed.

Has this project (not the bid award, just the actual project or funds for the project) been reviewed by a committee? Yes If so, which committee? DR Imager Review Committee on what date? 9/9/21 (Please note committee review/approval is not necessarily required for all bids, if a department is not certain if committee review is necessary, they should consult their Assistant County Manager.)

Recommended By: E. Wright / ll
Department Head

Reviewed and Accepted By:

This is within the County Manager's authority to approve range ☐

This is within the BOCC authority to approve range, requesting County Manager approval to send forward to BOCC ☒

Wicki Evans Date: 10/6/21
Finance Director (Please see question below)

Should this bid be submitted to the Agenda Session?
Yes _____ No ✓ (routine bid)

W. P. P. Date: 10/6/21
County Purchasing Manager

Amy Cannon Date: 10/6/2021
County Manager (Please see question below)

Is the County Manager approval contingent upon any committee review/approvals of bid award? If so, please specify the required committee:

FOR PURCHASING ONLY BELOW THIS LINE

SAM CHECKED ✓
DOA CHECKED ✓
IRAN CHECKED ✓



**Cumberland County Finance Department
Purchasing Division**

RFP# 22-06-SO Direct Radiology (DR) Imaging X-Ray System
September 7, 2021 3:00 PM

Vendor Name	Date Received	Time Received	Proposal Sealed	1 Signed, Original Executed Proposal Response	3 Photocopies	1 Electronic Copy on Flash Drive	Attachment A	Attachment B	Vendor Requirements	Total	Comments
Logos Imaging LLC	9/2/21	10:35 AM	Yes	v	v	v	v	v	v	\$175,131.61	Responsive
						-					

Cumberland County Sheriff's Office
 Bid 22-06-SO -Direct Radiology (DR) Imaging X-Ray System
 9/7/2021 15:00
 Bid Summary Sheet

Criteria	Logos Imaging Company
Met Specifications?	Yes (see below)
Total Cost	175,131.61
Additional Notes	Only respondent

Notes on Specifications

Dual Flat Panel Detector Kit	Bid includes panels with all accessories and requirements specified
10 X 10 Flat Panel Kit	Bid includes panels with all accessories and requirements specified
X-Ray Generator	Bid include generator that meets exact requirements specified
Off-the-ground solutions kit for DR Systems	Adequately described and included in proposed work
3 additional tripods for panels	Included in quote
Robotic X-Ray frames for panels	Included in quote
Rugged computer kits for system operation including security software and maintenance	Included in quote
2 year warranty	Included in quote
3 radio kits with mesh network	Included in quote
DR Power Cord Kit	Included in quote
Long Range Wi-fi radio kit	Included in quote
Tactical backpack	Included in quote
One day on-site training	Included in quote
Adequate references provided	Yes

Bid packet reviewed by the following CCSO employees on 9/9/21

Lisa Blauser

Lt. Paul Spiegler

Both employees felt the bid met all requirements/specifications and recommended awarding bid to Logos



Logos Imaging LLC

Logos Imaging LLC
PO Box 576
Windsor CO 80550
(866) 939-4044
www.logosimaging.com
Tax ID # 05-0533782

Quotation

Date	Quote #
9/1/2021	7476

Page 1 of 2

Bill To				Ship To				
Budget Office Cumberland County Sheriffs Office 131 Dick St Fayetteville NC 28301				Budget Office Cumberland County Sheriffs Office 131 Dick St Fayetteville NC 28301				
Quote Expires		Sales Rep		Currency		Memo		
12/1/2021		Tim Nauslar		USA				
Payment Terms		Shipping Via		Term	Named Place		Est. Delivery	
2% 10 Net 30		UPS Ground		FOB	Johnstown		8 - 12 Weeks ARO	
Item #	Detailed Description				Qty	Units	Rate	Amount
90093 1637 K	XIRÓS 12x12 Flat Panel Kit. Includes: •2929N 12x12 flat panel imager •Two panel batteries •Panel battery charger •K-Series MIKROS •Panel bipod •USB Wi-Fi radio •25 m cable •3 m panel cable •45 cm X-ray cable •Pelican 1637 carrying case •Two year warranty				1	EA	38,000.00	38,000.00
90095 1637 K	STENÓS 14x17 Flat Panel Kit. Includes: •3543N 14x17 flat panel imager •Two panel batteries •Panel battery charger •K-Series MIKROS •Panel bipod •USB Wi-Fi radio •50 m cable •3 m panel cable •45 cm X-ray cable •Pelican 1637 carrying case •Two year warranty				1	EA	42,000.00	42,000.00
95011-K	SOSTÓS 10x10 Flat Panel Kit. Includes: •2626N 10x10 flat panel imager •Two panel batteries •Panel battery charger •MIKROS •45 cm X-ray cable •Panel bipod •USB Wi-Fi radio				1	EA	40,352.00	40,352.00

Authorization

By signing below, you (1) confirm that all information in this formal quotation is accurate, (2) accept the billing and shipping

PO: # _____ Date: ____/____/____ Name: _____ Signature: _____

Quotation



Logos Imaging LLC
 Logos Imaging LLC
 PO Box 576
 Windsor CO 80550
 (866) 939-4044
 www.logosimaging.com
 Tax ID # 05-0533782

Date	Quote #
9/1/2021	7476

Page 2 of 2

Item #	Detailed Description	Qty	Units	Rate	Amount
	<ul style="list-style-type: none"> •Custom backpack •Two year warranty 				
91000 US	DR power cord kit	3	EA	0.00	0.00
90259	Computer kit for security DR systems. Includes: •Getac F110 rugged tablet •Security software •Two years software maintenance	2	EA	3,250.00	6,500.00
90209	Computer kit for Security DR systems. Includes: •Getac A140 rugged tablet •Security software •Two years software maintenance	1	EA	3,100.00	3,100.00
60000 US	Golden Engineering XR150. Includes: •XR150 X-ray Machine •Two batteries •110V battery charger	2	EA	5,000.00	10,000.00
55079	Logos off-the-ground solution kit for DR systems	3	EA	700.00	2,100.00
55218	Robotic X-Ray frame for STENÓS panels	1	EA	1,000.00	1,000.00
10000	One day training at customer site. Includes travel expenses and labor.	1	DAY	0.00	0.00
55113	Long range Wi-Fi radio kit for MIKRÓS	1	EA	2,100.00	2,100.00
55031	Tripod mount for STENÓS panels	1	EA	135.00	135.00
54948	Tripod mount for XIRÓS panels	2	EA	55.00	110.00
55146	Three radio kit, mesh network, licensed band	1	EA	28,900.00	28,900.00
55142	Custom tactical backpack for XIRÓS DR systems with XR150 sources	1	EA	571.33	571.33
<div>Shipping Cost (UPS Ground)</div> <div>Subtotal</div> <div>Total</div>					<div>174,868.33</div> <div>263.28</div> <div>\$175,131.61</div>

ATTACHMENT A: EXECUTION OF PROPOSAL

EXECUTION

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

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

- ☒ The County has the right to reject any and all proposals or reject specific proposals 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 proposal 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 RFP.
- ☒ This proposal 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 RFP 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.

Therefore, in compliance with the foregoing RFP, and subject to all terms and conditions thereof, the undersigned offers and agrees to furnish the services for the prices quoted within the timeframe required. Vendor agrees to hold firm offer through contract execution.

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

VENDOR: Logos Imaging LLC		
STREET ADDRESS: 4523 Endeavor Drive, Unit B	P.O. BOX:	ZIP: 80534
CITY & COUNTY & ZIP: Johnstown, Larimer County, 80534	TELEPHONE NUMBER: 765-939-4044	TOLL FREE TEL. NO: 866-939-4044
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: Matthew Harrington, Sales Director		FAX NUMBER: 765-939-4040
VENDOR'S AUTHORIZED SIGNATURE:	DATE:	EMAIL: mharrington@logosimaging.com

ATTACHMENT B: CERTIFICATION OF FINANCIAL CONDITION

Name of Vendor: Logos Imaging 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: N/A

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

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

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

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

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

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

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

Signature

Date

Matthew Harrington

Sales Director

Printed Name

Title

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

- Mountable
 - Records total pulses on source
 - Built-in timers
 - All accessories, cables, parts, etc needed to operate equipment
 - Pelican carrying/transport case for transporting equipment must be included
 - All software interfaces, and licenses needed to operate equipment
-
- Off-the-ground solution kit for DR Systems
 - 3 additional tripod for panels
 - Robotic X-Ray frames for panels
 - Rugged computer kits needed to operate system with included security software and maintenance
 - Two-year warranty
 - Three radio kit with mesh network Wi-Fi system and included licensed band
 - DR Power Cord Kit
 - Long range Wi-Fi radio kit
 - Tactical backpack for transporting panels and generator source
 - One day on-site training to include travel and labor expenses

4.2 VENDOR'S PROPOSAL REQUIREMENTS

The vendor's proposal must include the required information below. **Vendors are urged and cautioned to read the notices in Section 3.1. Noncompliance with the confidentiality requirements will result in a proposal being considered nonresponsive.**

- Please separately lists costs for any interfaces, software, or licenses.
- On-site user and administrative training program must be provided, including user documentation, materials and supplies. Vendor must provide cost for this service.
- Vendor to fully describe maintenance/support plans offered, their costs, and location of service technicians
- Vendor to describe warranty on all components

4.3 REFERENCES

Vendors shall provide at least three (3) references for which your company has provided services of similar size and scope to that proposed herein.

COMPANY NAME	CONTACT NAME	TELEPHONE NUMBER	EMAIL ADDRESS
Washoe County	Noah Boyer	775-843-1187	nboyer@washoecounty.us
Florida State Fire Marshal	Chris Scovotto	850-413-3906	Christopher.scovotto@myfloridacfo.com
Stanislaus County Bomb Squad	Edward Ridenour	209-652-6987	eridenour@stansheriff.com

5.0 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.

STENÓS

Logos Imaging's STENÓS is our lightest, and most rugged large format DR imaging system. We were the first to introduce a glass-free DR imager to the security market with the 6"x8" PRÓTOS, we followed with the 12"x12" XIRÓS, and now the 14"x17" STENÓS with the 3543N panel further continues Logos Imaging's commitment to the leading edge of DR imaging design.

The panel also offers the advantages of built in wireless communications and a removable battery that provides six hours of operation for situations where ultra-portability and up to 400 m wireless communications are desirable.



STENÓS DR System

The STENÓS 3543N panel glass-free design allows for the smallest borders of any 14x17 DR imager in the market at just 3 mm on one side. Coupled with the IP67 rated enclosure, this allows the STENÓS 3543N panel to stand apart from the 14"x17" competition in durability. This design provides users an undeniable advantage over competitive systems by providing a solution that stands up to the environmental challenges faced in real-world scenarios and by allowing nearly ground level imaging to be sure the threats are visible.

In full wireless configuration, the STENÓS system in a backpack weighs under 22 lb (10 kg). In this configuration, users can quickly assess items using the panel's internal wireless communication and a MIKRÓS interface.

In environments where wireless communication is acceptable, the entire imaging system consists of only a flat panel detector, an operating PC, LIA Security software, carrying case, wireless control device, and a Golden Engineering Source. In full wireless mode, the STENÓS can operate for up to six hours on a single battery charge. The system includes two batteries for a total of up to twelve hours of operation on a single battery charge (additional batteries can be purchased to extend run time). With a wireless range of up to 400 m* users can work safely in almost any environment.

** Line of Sight and dependent on antenna used*

Features

- IP67
- 3 mm Bottom Border
- High Resolution and Sensitivity, 140 μ m Pixel Size, 3.5 lp/mm
- Glass-Free



Specifications

STENÓS DR SYSTEM

Common Applications for the STENÓS DR System:

- EOD/IEDD
- Forensics
- Customs
- Border Protection
- Event Security

Technology	Amorphous Silicon with TFT
Scintillator	Gadox
Pixel Area	13.8" x 16.8", 350 x 427 mm
Pixel Matrix	2560 x 3072 pixels
Pixel Size	140 µm
Limiting Resolution	3.5 lp/mm
AD Conversion	16 bits
Communications Interface	Wireless IEEE 802.11ac Wired LAN
Communications Range	Wireless 275 m with standard antenna*; up to 400 m available* Wired option 15 m to 200 m
Weight	Without battery - 7.7 lb (3.5 kg) With battery - 8.6 lb (3.9 kg)
Dimensions (Panel)	15.8" x 18.1" x 0.6" 402.5 x 460.0 x 15 mm
PC Specs (Minimum)	Core i7 Processor, 4 GB RAM, 500 GB hard disk, 14" 1600 x 900 display, Windows 7 Professional

** Line of Sight and dependent on antenna used*

Contact Logos Imaging

Mailing Address

P.O. Box 576, Windsor, CO 80550

Shipping Address

4523 Endeavor Drive, Unit B, Johnstown, CO 80534

Toll Free (866) 939-4044
Office (765) 939-4044
Fax (765) 939-4040
Email sales@logosimaging.com
Web www.logosimaging.com



XIRÓS

Logos Imaging's XIRÓS is our newest, and most rugged small format DR imaging system. We were the first to introduce a glass-free DR imager to the security market with the PRÓTOS, and the XIRÓS system with the 2929N panel continues Logos Imaging's commitment to the leading edge of DR imaging design.

The system also offers the advantages of built in wireless communications and a removable battery that provides eight hours of operation for situations where ultra-portability and up to 400 m wireless communications are desirable.



XIRÓS DR System

The XIRÓS 2929N panel's glass-free design allows for the smallest borders on the market at just 3 mm. Coupled with the IP67 rated enclosure, this feature allows the XIRÓS 2929N panel to stand apart from the competition in durability. This design provides users an undeniable advantage over competitive systems regardless of where the job site is located.

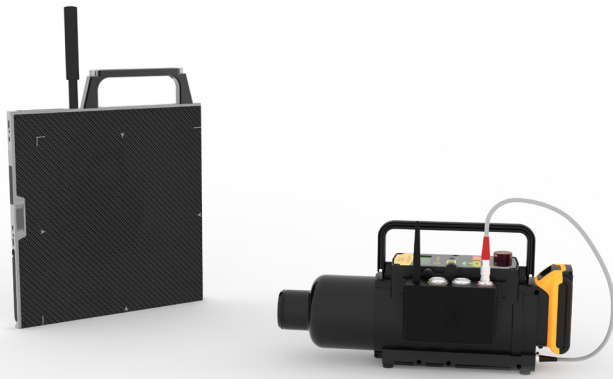
Ideally suited for dismounted EOD operations, the XIRÓS full wireless system in a backpack configuration weighs under 20 lb (9 kg). With internal wireless communication, the XIRÓS is perfect for users that want to quickly assess an item. At 5.7 lb (2.6 kg) and only 15 mm thin, the XIRÓS 2929N panel can be easily transported on target with minimal effort.

In environments where wireless communication is acceptable, the entire imaging system consists of only a flat panel detector, an operating PC, LIA Security software, carrying case, wireless control device, and a Golden Engineering Source. In full wireless mode, the XIRÓS can operate for up to eight hours on a single battery charge. The system includes two batteries for a total of up to sixteen hours of operation on a single battery charge (additional batteries can be purchased to extend run time). With a wireless range of 400 m* users can work safely in almost any environment.

** Line of Sight and dependent on antenna used*

Features

- IP67
- 3 mm Bottom Border
- High Resolution and Sensitivity, 140 μ m Pixel Size, 3.5 lp/mm
- Glass-Free



Specifications

XIRÓS DR SYSTEM

Common Applications for the XIRÓS DR System:

- EOD/IEDD
- Forensics
- Customs
- Border Protection
- Event Security

Technology	Amorphous Silicon with TFT
Scintillator	Gadox
Pixel Area	11.3" x 11.3", 287 x 287 mm
Pixel Matrix	2048 x 2048 pixels
Pixel Size	140 µm
Limiting Resolution	3.5 lp/mm
AD Conversion	16 bits
Communications Interface	Wireless IEEE 802.11ac Wired LAN
Communications Range	Wireless 275 m with standard antenna*; up to 400 m available* Wired option 15 m to 200 m
Weight	Without battery - 4.8 lb (2.2 kg) With battery - 5.7 lb (2.6 kg)
Dimensions (Panel)	13.1" x 13.1" x 0.6" 331.5 x 331.5 x 15 mm
PC Specs (Minimum)	Core i7 Processor, 4 GB RAM, 500 GB hard disk, 14" 1600 x 900 display, Windows 7 Professional

** Line of Sight and dependent on antenna used*

Contact Logos Imaging

Mailing Address

P.O. Box 576, Windsor, CO 80550

Shipping Address

4523 Endeavor Drive, Unit B, Johnstown, CO 80534

Toll Free (866) 939-4044
Office (765) 939-4044
Fax (765) 939-4040
Email sales@logosimaging.com
Web www.logosimaging.com



SOSTÓS

Logos Imaging's SOSTÓS complements the range of our newest, and most rugged small format DR imaging systems. We were the first to introduce a glass-free DR imager to the security market, and the SOSTÓS system with the 2626N panel continues Logos Imaging's commitment to the leading edge of DR imaging design.

The system is no different to its bigger counterparts, and like the XIRÓS and STENÓS it also offers the advantages of built in wireless communications and a removable battery that provides three hours of operation for situations where ultra-portability and up to 275 m* wireless communications are desirable.

With the removable handle and antenna, this is a perfect solution when all one needs is to grab some X-ray images for further inspection off-site.



SOSTÓS DR System

The SOSTÓS 2626N panel's glass-free design allows for the smallest borders on the market at just 3 mm on two sides, and minimal dead space on the remaining sides, making 83% of the imager surface an active area. This design, coupled with IP67 rated enclosure, provides users an undeniable advantage over competitive systems regardless of where the job site is located.

Ideally suited for dismounted SOF operations, the SOSTÓS full wireless system in a backpack configuration weighs just under 11 lb (5 kg). With internal wireless communication, the SOSTÓS is perfect for users that want to quickly assess an item.

At 2.6 lb (1.2 kg) and only 0.6 in (15 mm) thin, the SOSTÓS panel can be easily transported on target with minimal effort.

In environments where wireless communication is acceptable, the entire imaging system consists of only a flat panel detector, an operating PC, LIA Security software, carrying case, wireless control device, and a Golden Engineering Source.

If desired by the user, the AED mode allows to capture the X-ray images directly on the panel, which does not need any kind of connection, with the X-ray being fired manually from the generator. The panel shows a visible image count reflecting how many images are already stored - with the space for up to 80 images, we hope its potential to truly fill the gap. The two batteries included in the system allow for a total of up to six hours of operation on a single battery charge, in almost any environment.

** Line of Sight and dependent on antenna used*

Features

- IP67 and glass-free
- 3 mm bottom and side border
- Lightest weight
- AED mode with no on-site connection needed

Specifications

SOSTÓS DR SYSTEM



Common Applications for the SOSTÓS DR System:

- Special Operations Forces
- EOD/IEDD
- Forensics
- Customs
- Border Protection
- Event Security

Technology	Amorphous Silicon with TFT
Scintillator	Gadox DRZ Plus
Pixel Area	10.1" x 10.1", 258 x 258 mm
Pixel Matrix	1536 x 1536 pixels
Pixel Size	168 µm
Limiting Resolution	2.98 lp/mm
AD Conversion	16 bits
Communications Interface	Wireless IEEE 802.11ac Wired LAN
Communications Range	Wireless 275 m with standard antenna* Wired option 15 m to 200 m
Weight	With battery - 2.64 lb (1.2 kg)
Dimensions (Panel)	11.02" x 11.14" x 0.6" 280 x 283 x 15 mm
PC Specs (Minimum)	Core i7 Processor, 4 GB RAM, 500 GB hard disk, 14" 1600 x 900 display, Windows 7 Professional

** Line of Sight and dependent on antenna used*

Contact Logos Imaging

Mailing Address

P.O. Box 576, Windsor, CO 80550

Shipping Address

4523 Endeavor Drive, Unit B, Johnstown, CO 80534

Toll Free (866) 939-4044
Office (765) 939-4044
Fax (765) 939-4040
Email sales@logosimaging.com
Web www.logosimaging.com





FINANCE OFFICE

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF OCTOBER 18, 2021

TO: BOARD OF COUNTY COMMISSIONERS

FROM: IVONNE MENDEZ, ACCOUNTING SUPERVISOR

DATE: 10/5/2021

SUBJECT: APPROVAL OF SOLE SOURCE FOR THE PURCHASE OF IAPRO AND BLUE TEAM SOFTWARE FROM CI TECHNOLOGIES, INC.

BACKGROUND

The Sheriff's Office fiscal year 2022 budget includes \$65,000 to upgrade the Internal Affairs and Human Resources investigation system and network. The current system and network will be enhanced and integrated using the IAPro and Blue Team software from CI Technologies, Inc. This software is an advanced platform for early intervention and wellness support designed for use across the public safety enterprise. It is designed from the ground-up to meet the needs of Internal Affairs and Professional Standard Units. IAPro and Blue Team are both Internal Affairs application solutions that focus on corrections and public safety. It is also a centralized system for tracking employee investigations, complaints, hearings, and can also be used for deputies to report on use of force, vehicle pursuits, and an array of other incidents.

CI Technologies, Inc. is the owner of the software and the sole source to provide training, data migration, data integration, along with user and technical support for both IAPro and Blue Team. The vendor has provided a quote in the amount of \$62,600.

RECOMMENDATION / PROPOSED ACTION

Purchasing staff recommend utilizing the sole source bid exception based on North Carolina General Statute 143-129 (e) (6) (ii), as the needed product is available from only one source.

ATTACHMENTS:

Description	Type
Sole Source Request Form & Department Memo	Backup Material
Quote and Sole Source Letter	Backup Material



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

Submit Completed Form to Purchasing

Date: 8/25/21 Department: Sheriff's Office

1. Vendor Name (Legal Name): CI Technologies, Inc

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

2. Amount Budgeted for Purchase: \$65,000 Original Budget (Y/N): Y or Budget Revision #: _____

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

Org. 1014203 Object Code: 522501 Project Code: _____

Additional Notes Regarding Budget: _____

3. Federal Funding (Y/N): N

4. Detailed Description of Purchase (brand, what is the purchase, why is it being purchased, how is it used):
CI Technologies sells IAPro and its companion product, Blue Team, Software. CI Technologies is the sole source vendor for these software products. In addition CI Technologies is the sole sourced provider of training, data migration, data integration and user and technical support for IAPro and Blue Team.

IAPro and Blue Team is an Internal Affairs application solution that focuses on corrections and public safety and will be central system for tracking of employee investigations, complaints, and hearings, but can also be used by our Deputies for reporting on use-of-force, vehicle pursuits, and an array of other incidents.

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

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

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

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

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

While there are other Police Internal Affairs software applications, our review of various products, and based on discussions with agencies of similar size, such as Fayetteville PD, who use this product, IAPro and Blueteam os the best fit for our agency and best meet our needs. IAPro and BlueTeam, including the needed training, support, integration, and interfaces, is only available through CI Technologies.

6. Required Attachments:

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

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

Recommended By: E. Wright

Department Head Signature

FOR FINANCE ONLY BELOW THIS LINE

Reviewed and Confirmed By:

Date: 10/4/21

BOCC Meeting Date: 10/18/21 Deadline for Novus Entry: 10/7/21



Cumberland County SHERIFF'S OFFICE

Ennis W. Wright, Sheriff



Internationally Accredited Law Enforcement Agency

TO: Lorena Santos, County Purchasing

FROM: Lisa Blausen, Sheriff's Office *Blause*

RE: Sole Source Requests for IAPro and BlueTeam

DATE: September 14, 2021

During 2020 and 2021, the Cumberland County Sheriff's Office was met with several challenges in the matter of analyzing and documenting information that was obtained by the Office of Professional Standards. In addition to normal incidents that occur, we had several high-profile incidents such as officer-involved fatalities and protests/riots. Our current processes for inputting information related to Use of Force, Pursuit Reports, and Internal Affairs (IA) investigations are inadequate.

In the matter of solely IA investigations, the case file itself is currently not entered into any type of reporting/tracking software application. This limits our ability to be able to examine the content of the investigation without having to review the paper copy of the file. Also, since such data is manually entered, statistics are manually obtained and extracted, which can lead to human error. In addition to this processes being inefficient and possibly inaccurate, citizens are demanding more accountability and transparency from Law Enforcement, which a manual process cannot accommodate. These are just a few of the factors that have led us to the decision to purchase and implement an IA software application.

IAPro and Blue Team has been evaluated and has been found to be the right solution for the Cumberland County Sheriff's Office. IAPro is the only application that interfaces with BlueTeam. Both applications are exclusive products of CI Technologies. Both systems are fully web-enabled and only available through CI Technologies. These software applications will enable to Sheriff's Office and Detention Center to accomplish many objectives related to investigations conducted by the Office of Professional Standards and data needed by Human Resources as listed below.

- IAPro allows for quick entry and search of data, organizes all collected data, provides enhanced search capability, and includes ad-hoc query and report builder features. This better allows the agency to analyze all collected data through the built-in categorizing and formatting features of the application.
- IAPro allows the agency to compile a multitude of statistical reports and charts.
- IAPro can accommodate historical, current, and future case files.
- IAPro will allow the agency to utilizing an early warning program through parameter settings that monitor Deputy or Detention Officer allegations entered in the application. This could provide advance alerts of concerning issues displayed by a Deputy or Detention Officer that, left unchecked, could put the community and the reputation of the agency at risk.
- IAPro's comprehensive case management features assist in monitoring and reporting on complaints and other incidents that may indicate patterns of employee misconduct and behavioral shortfalls.

- IAPro includes on-site training, online user documentation, and assistance with interfaces and implementation to allow for full utilization of the application.
- IAPro also supports BlueTeam, which can document serious complaints as indicated above, but also tracks less serious complaints on the frontline. This can prove beneficial in producing reports that aid in promotional considerations, evaluation preparation, and statistical reporting.
- BlueTeam includes "Early Intervention Dashboards", geocoding services, clickable body images for entering data on critical incidents, and enhanced linked file support.
- Both systems aid not only in IA investigations, but also Human Resources tracking by compiling data on drug testing and disciplinary actions.

The only additional technology needed for implementation of IAPro and BlueTeam is a server to securely house the data, which has already been ordered. The applications are compatible with current systems in use by the Sheriff's Office and Detention Center so should allow for a seamless installation and integration.

Thank you for your considerations of this matter.



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July 12, 2021

Cumberland County Sheriff's Office
IT Director Steven Jelinek
Email: sjelinek@ccsonc.org
Off: 910.677.5489

Steven,

Thank you for your interest in using IAPro at the Cumberland County Sheriff's Office. I have prepared the below price quote covering costs with implementing IAPro and optional BlueTeam software at your agency.

I would be glad to answer any questions you may have on this proposal.

IAPro Price Quote

<u>Item</u>	<u>Purchase costs</u>
IAPro Professional Standards software includes: • Unlimited-use Site License Unlimited number of users • Unlimited number of workstations • Installation • Pre-Load of employee information	\$ 30,000.00
2.5 Days On-Site or Remote Training • IAPro User training • System Configuration with core users	\$ 2,400.00
Travel Expenses for Trainer	\$ Included
Total for IAPro Software and Services	\$ 32,400.00
<u>Optional Items</u>	

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BlueTeam Field Support Services Software • Unlimited-use Site License Unlimited number of users • Unlimited number of workstations • Installation	\$ 25,000.00
1 Day On-Site or Remote BlueTeam training	\$ 1,200.00
Travel Expenses for Trainer	\$ Included
HR Integration process – Designed to keep the IAPro employee file up to date with data integrated from your HR database. Off-site development and deployment. NOTE: CI Technologies will need to review the HR data and source for retrieving this data prior to commitment of development of the HR process	\$ 4,000.00
	1

Annual Maintenance Commencing the 2 nd Year of Ownership	
IAPro	\$ 7,500.00
BlueTeam	\$ 6,250.00
Maintenance Totals	\$ 13,750.00

Annual Maintenance

The first year of annual maintenance is provided free of charge. Thereafter annual maintenance is provided on a year-to-year basis and can be discontinued at any time.

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The agency's annual maintenance cycle will not commence until training occurs. The first twelve (12) months of annual maintenance is provided free of charge.

Ci Technologies, Inc. may raise annual maintenance by 2% every other year.

Unless requested otherwise by the agency, the first maintenance invoice will be prorated to bring the agency's invoice cycle up to a January thru December calendar year. Thereafter, annual maintenance is invoiced on a calendar year basis, and will be disseminated each year in January.

Annual maintenance includes all end user and technical support via our 800 # and our online support website as well as any associated technical or user documentation. Annual maintenance also includes all new versions of the IAPro software.

Important Note

The purchase of the IAPro system does not include hardware, OS licensing or SQL Server licensing.

Most agencies that purchase IAPro have an existing server with existing Microsoft SQL Server licensing. IAPro can be installed on your existing hardware and within your existing SQL Server instance.

Employee Preload

CI Technologies offers a free service whereby we will import your employee information into the IAPro database, prior to installing IAPro at your agency. This is a one-time service offered at no additional cost.

Training

IAPro training is conducted by an IAPro training specialists. Each IAPro training specialist is a current or former law enforcement professional with extensive investigative experience.

IAPro training is heavily oriented towards hands-on usage. To this end, a special "training" version of IAPro is installed on each workstation used for training. This is a full-featured version of IAPro with demo/training database installed on the workstation hard drive. It is strongly recommended that there be one trainee per training workstation. An LCD projector is also needed for training.



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HR Integration

If quoted in this proposal, the HR Integration process will be written as a SQL Stored procedure and will integrate data from an existing SQL Server data source containing the needed employee data elements.

*The integration process will bring in data elements that map to existing data elements within IAPRO. New data elements will not be added.

See the "HR Integration Overview" document for details on this process.

Data Migration

The purchase price of IAPRO and Blue Team does not include data migration of existing data. If the agency requests a quote can be provided for this service.

Considerations Regarding our Solution

Four aspects of our solution are distinctive and set us apart from our competitors. They are:

Unlimited use licensing - there are no additional or hidden additional licensing costs: IAPRO pricing is for unlimited use licensing in terms of both the number of users that can run the software concurrently, and the number of workstations the applications can be run on. Our pricing model ensures maximum flexibility for the customer, with all licensing costs paid at point of initial purchase. The customers will never have to purchase additional licensing based on increased or unforeseen future usage requirements. This is important since the participation of front-line personnel - especially supervisors - is crucial in upholding the integrity of the organization, and to constrain their use of the software would greatly limit, if not cripple, its effectiveness.

A three-day annual user's conference is offered to our customers: Each year since 2004, CI Technologies has hosted an Annual Users Conference for our IAPRO customers. Our most recent conference saw over 600 attendees. Each conference consists of a multitrack format that, includes tracks for beginner-level users, advanced users, and users with specialized interests such as designing early intervention programs.

These conferences are a key part of the support services offered to our customers, and meet the following needs:

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- Training of new customer staff based on turnover - Inevitably over time our customers will experience turnover in staff, which requires that training be available on an ongoing basis.
- Advanced training - Many customers benefit from advanced training, especially indepth coverage of features found in new releases of the software.
- Networking with peers - In order to share ideas and approaches to utilizing our software.
- Providing feedback directly to the vendor's staff - The opportunity to provide feedback and suggestions directly to our staff is highly valuable to both our customers and our company. This ensures that we have up-to-date information on how best to improve our software and services.

Our Growing Customer Base: Over 950 public safety agencies in the US, Canada, Australia and New Zealand currently run IAPro and IAPro with BlueTeam. These agencies range in size from major to one-person IA Units in smaller departments. The size of our customer base reflects our leading position in the Professional Standards software marketplace.

Purchase Orders

Training and installation are scheduled on a first-come-first-served basis.

Due to our current sales backlog, we request to be notified as soon as possible once a purchase decision has been made. Please be sure to fax any purchase orders to us at 800.620.8504 for expeditious handling of your order.

This price quote will remain in-effect through December 31, 2021. Please call or email if you need additional information or have any questions. Thank you again for your interest and consideration!

Best Regards,



SOLE SOURCE STATEMENT – IAPRO, BLUETEAM AND EIPRO

SUMMER/FALL 2021

Table of Contents

Overview	2
Architecture/Overall Design	2
Investigative/case management and workflow support	3
Access/security control	4
Statistical and detail reports and charts	5
Linked files and document storage	5
Correspondence	5
Accreditation	5
Critical Incidents	6
Early intervention	7
Licensing Terms	7
Correctional-specific	8
California-specific	8
Company Background	8

Overview

CI Technologies, Inc. of St. Augustine, Florida is the sole source vendor of IAPro, BlueTeam and EIPro Professional Standards software products.

IAPro, BlueTeam and EIPro have been created by CI Technologies and can be purchased directly from CI Technologies or a reseller channel. In addition, CI Technologies is the sole source provider of training, data migration, data integration, along with user and technical support for both IAPro, BlueTeam and EIPro.

IAPro NextGen, BlueTeam NextGen and EIPro are fully web-enabled applications built using enterprise-level technologies. They share a common underlying architecture, which simplifies support and maintenance.

CI Technologies is constantly keeping aware of software applications that compete with IAPro, BlueTeam and EIPro, their feature sets, and their customer bases.

Many of the features and capabilities of IAPro, BlueTeam and EIPro are to our knowledge not shared by any other competing Professional Standards software products. These include, but are not limited to capabilities and features outlined in the following sections.

Architecture/Overall Design

- A unique three-application solution.
 - IAPro: designed for daily use by OPS/IA Units
 - BlueTeam: designed for use by front-line officers and supervisors with minimal or no training necessary
 - EIPro: advanced, real-time early intervention analytics
- BlueTeam and IAPro support entry and management of a wide range of incident types including use-of-force, vehicle accident, vehicle pursuit, show of force, drug test, complaints and user-defined incidents.
- In-built GIS features include automatic geo-coding of addresses and locations being entered along map-based interfaces to support most accurate location capture (IAPro and BlueTeam)
- Real time peer-group analytics (EIPro only)
- Filtered drill-down to involved incidents based on user's defined role (EIPro and BlueTeam)
- Real time EI dashboard with drill-down capability based on user's defined role (EIPro and BlueTeam)
- Multi-lingual configuration capability
- Specialized configurations for Commonwealth countries – Australia, Canada and New Zealand

- Non-Police mode for customers that are not Police or Correctional
- Annual Users Conference along with 8+ two-day training symposiums.
- The 2019 conference in Florida saw over 650 attendees.
- The 16th annual users conference in 2021 in St Petersburg, Florida will offer multiple training tracks and will include networking forums, presentations and discussions regarding how to meet the rapidly evolving environment today as well as basic and advanced training sessions.

Investigative/case management and workflow support

- BlueTeam includes routing of incidents via the chain of command with review and approval functions
- BlueTeam include features that integrate with departmental e-mail so that supervisors are notified via e-mail of new incidents that have been routed to them for review and approval.
- BlueTeam also features the Incident management dashboard for higher-level supervisors in the field. This allows for better management and assignment of incidents incoming into BlueTeam from IAPro.
- Comprehensive snapshot storage of officer profile at time of incident
- Ability to track hearings and appearances. This feature enables the ability to track hearings, such as Lauderhill and/or appeals.
- Full-featured disclosure log used to track disclosure of information based on requests from outside entities such as media and attorneys.
- Intelligent quality assurance (QA) features that notify users of incomplete entry of incident data. This important feature helps to ensure entry of all data needed to feel statistical reports and charts, and is particularly helpful for new users.
- Case management with visual drill-down capability.
- Reminders of overdue and approaching overdue status incidents and investigative tasks at user login.
- Automatic creation and assignment of due dates and investigative tasks when each incident is initially entered, based on parameters set by the administrator.
- Secure incident routing features within IAPro provides a fully-secure capability to route incidents among users. Notification of un-read mail is provided at login to the system administrator, so that mail that is overdue to be reviewed and handled can be managed.
- Purge features built based on customers' needs: Incident level and officer/incident level purge features include purge log, purge hold-back (when involved officer has pending disciplinary or complaint issue), and retention of data utilized in statistical reporting.
- Body Worn Camera tracking and reporting functionality
- Access, manage and rename IAPro specific incident types such as Use of force, Accidents or Stops.

- BlueTeam Allegation feature allows allegations to be visible on one of more incident types as well as a recommend finding.
- Officer and Citizen Roles will now display in BlueTeam to capture key details such as third party, primary involved, juvenile, first responder or supervisor responding.
- Bifurcated incident types (such as various levels of use of force) as requested by Seattle Police Department to support appropriate response to incidents based on key factors such as severity of injury to involved parties
- Specific features for organizations that have a separate unit from IA/PSU that tracks and records discipline into the system.
- California-specific features including response to Pitchess Motion officer history printout, incident-level purge with purge date maintenance features, vehicle pursuit data elements accommodate information of CHP reporting form, and time/effort tacking for case investigation costs reimbursement from State of California DOJ.

Access/security control

- Access/security control with multi-level access screening, feature access control, and advanced read/write access control by user or unit.
- Robust and detailed background audit logging
- Timescales specialized background logging of incident progression to support Commonwealth country customers' audit requirements
- Comprehensive snapshot storage of officer profile at time of incident
- **Meets US Federal Government guidelines for strong password security including:**
 - ✦ A password minimum length can be configured
 - ✦ Passwords are stored encrypted in the database
 - ✦ Specify passwords contains one or more lower case character
 - ✦ Specify passwords contains one or more upper case character
 - ✦ Specify passwords contains one or more numeric character
 - ✦ Specify passwords contains one or more special non-alphanumeric character
 - ✦ Password re-use detection and limit so that a previously used-password cannot be re-used
 - ✦ User accounts are locked out after a specified number of unsuccessful logon attempts
 - ✦ LDAP/Active Directory login/password integration

Statistical and detail reports and charts

- All detail reports' output is screened by user access level and incident lock-down criteria
- IAPro NextGen offers "Web Reports" with advanced drag-and-drop, query builder and charting capabilities.
- IAPro offers export of nearly all reports' and early intervention interfaces' data directly to MS Excel by simply clicking on a button.

Linked files and document storage

- An unlimited number of files of any type – such as audio, image, PDF, MS Word, etc. - can be linked to each incident in both IAPro, BlueTeam and EIPro.
- Linked files functionality enhanced with linked URLs to support access to cloud stored body worn and in-car camera videos. Works with Evidence.com and other commonly used file storage providers, or customer configured cloud storage.
- Linked files features include –
 - Four file storage models to best fit the customer's file storage, management and security requirements
 - Secure file storage to fully control and centralize access via a specialized network account
 - Virtual folders to assist users in organizing linked files into named folder groupings

Correspondence

- Word template integration, with over 120 bookmarks for automatic form and document creation.

Accreditation

- **CALEA requirements:** Separate reports, each meeting a specific CALEA guideline/requirement, including:
 - Complaints received for defined time period
 - Annual Evaluation of Early Warning System
 - Annual Record of all complaints Maintained o Annual Summary of Complaint Allegations

- Time Frame for Completion of Case o Summary of UOF Complaints
- Complaints of Unreasonable Force Findings
- Documented Analysis of Use of Force Reports
- Biased Based Policing Statistics Report
- Annual Evaluation of Early Warning System – Detailed
- CIMRS Use-of-force statistical report
- CIMRS Vehicle pursuits report
- CIMRS Agency-Wide Breakdown Of Sworn And Non-Sworn Positions
- IAPro, BlueTeam and EIPro allow our customers to meet over 35 different accreditation standards relating to complaint monitoring, use of force reporting, pursuits, firearm discharge reporting and Early Intervention.

Critical Incidents

- BlueTeam includes a “clickable” body image for capture of force contact points and injuries in a user-friendly manner similar to many paper report formats (see below screen)

BlueTeam
Field Support Services
[Return to Incident](#)

Add Force Used by Sergeant Brent Peppiatt

Add Force Used

Force Type
* **Taser**

Was Force Effective?
* ☒ Yes ☐ No ☐ Limited

Less Lethal Details

Serial # **10-45574-125-0**

Cartridge # **541-8521-1021**

☐ Was the device deployed only?
☐ Was this a projectile / probe deployment?
☒ Was this a direct contact / drive stun contact?

2 Number of cycles
 Duration of cycles: **Automated**

☒ Did the application cause injury?
☒ Was the cartridge attached?
☒ Was a follow up drive stun conducted?
☐ Was this an accidental (unauthorized) discharge?

Additional Details
☐ Was this an arc display?
☐ Citizen was painted with laser / red dot

FRONT **BACK**

Missed

- Specialized Show of Force incident type to track instances where force may be displayed but not deployed.
- Specialized K9 utilization incident type to track deployment of a K9 with related bite statistics module.

- Specialized data elements to identify citizens in crisis during incident, homeless, primary language other than English and enhanced sex/gender identification.
- Optional Critical Incident Tab which can be configured for one of more incident types to allow Crisis Intervention Information Tracking.
- New BlueTeam dashboard to support monitoring of incoming use-of-force, pursuit and other critical incidents.

Early intervention

- Standard alert Identification of early intervention candidates is comprehensively supported. IAPro supports early intervention further by allowing alerts on specific types of force used (for use-of-force incidents) as well as by individual allegations within complaints as well.
- Early intervention features also include advanced alert overrides based on involved officer assignment, use-of-force alerts, allegation alerts, monitored officer alert, supervisory alerts, organizational component alert and peer-group analysis.
- Early Intervention analytics features provide quick and accurate visibility of trends and identification of out-of-standard employee and organizational areas. A variety of report and grid interfaces supplement IAPro's alert functionality to allow in-depth analysis: Peer-group analysis by organizational unit, Incident frequency analysis by organizational unit, Top-percentile analysis and Activity vs. incidents analysis (necessitates an interface with customers' activity data) .
- BlueTeam offers EI Dashboard with filtered, purview based drill-down capabilities to the underlying incidents.
- Specialized EI platform with real-time peer-group and threshold based analytics and filtered drill-down to employee involved incidents (EIPro)

Licensing Terms

- IAPro, BlueTeam and EIPro pricing is for unlimited use licensing in terms of both the number of users that can run the software concurrently, and the number of workstations the applications can be run on. Our pricing model ensures maximum flexibility for the customer, with all licensing costs paid at point of initial purchase. The customers will never have to purchase additional licensing based on increased or unforeseen future usage requirements. This is important since the participation of front-line personnel – especially supervisors – is crucial in upholding the integrity of the organization, and to constrain their use of the software would greatly limit, if not cripple, its effectiveness.
- Annual maintenance includes provision of all upgrades including when IAPro, technical and end-user support services provided via phone and e-mail in a timely manner during the period it is in-effect.



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Correctional-specific

- Correctional mode setting that activates related features for correctional customers. o Correctional customers can configure the facilities breakout nomenclature (region, cellblock, pod, etc.) that reflects their needs. This results in system screens and reports that reflect each customer's specific nomenclature.
- Ability to track information on current facility and location of each inmate with that information saved each time that inmate is linked as an involved party to an incident. This enables reporting and statistical analysis of where within the customer's facilities complaints, uses of force, and other incidents are occurring.
- Addition of a user-defined inmate number fields so that involved inmates are positively identified.
- Ability to link one or more charges and their dispositions to each involved inmate, in order to better handle complaints against inmates
- Charge disposition is included with the citizen/inmate linked charge record so that each charge's disposition can be tracked and reported on
- Special icon to identify inmates as distinct from other involved parties o Ability to track and report on statistics for Conductive Energy Devices (seen below)

California-specific

- Ability to track public records requests to include, California Pitchess Motion of Request or any other public disclosure.
- Ability for departments to track two unique addresses for employees (home and work), separate phone numbers (home and work) along with social security numbers for mandated state reporting requirements.
- Documents recoverable costs (from CA State Attorney General Office) for cases with recoverable activities by Department personnel. A case's linked tasks include capture of time spent in hours and minutes, along with recoverable indicator. Associated reports list tasks and roll up time spent by case for cases handled during a time period.

Company Background

CI Technologies has conducted business since March 1992. Its sole business is to provide "off the shelf" software products specifically created for the public sector internal affairs/professional standards and criminal intelligence units.

Remittance Address: P.O. Box 57 • Amherst, NH 03458 • USA

CI Technologies Inc. is the Sole Source Provider of the IAPRO, BlueTeam, EIPro and MakeNote Software

Web: www.iapro.com

IAPRO THE LEADING PROFESSIONAL STANDARDS SOFTWARE. WORLDWIDE.

CI Technologies, Inc. is a Florida Chapter "S" corporation. CI Technologies site locations include: Vancouver, British Columbia, St. Augustine, FL, and Amherst, New Hampshire.

CI Technologies' product-based rather than custom software focus results in superior software functionality at reasonable cost to its customers. It also results in a company with strong growth and staying power over the long-term, rather than one dependent on a few large clients or contracts.

Product development and technical support are also vastly simplified. CI Technologies' products are all created using industry-standard programming languages and are designed to use mainstream relational database engines. They are architected to be scalable from single desktop to wide-area usage. Several of CI Technologies' customers run its software products in statewide, citywide or countywide wide-area mode.

CI Technologies has a long history of offering timely and effective technical support to our customers. This can be confirmed by contacting any of our customers. CI Technologies is a rapidly growing company sales-wise and has on average a 3 to 4 month sales backlog.

CI Technologies' IAPro integrity solution was first released in 1998. Over 950 public safety agencies in 4 countries run IAPro. Those countries include: the USA, Canada, Australia and New Zealand.

- Company name: CI Technologies, Inc.
- Mailing address: PO Box 57, Amherst, NH 03458, USA
- Number of years in operation: 28 years
- Number of years in public safety software business: 28 years
- Number of employees: 20+ full and part time employees



Michael Blumberg
President – CI Technologies, Inc.
800.620.8504 sales@iapro.com



OFFICE OF THE COUNTY ATTORNEY

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF OCTOBER 18, 2021

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COUNTY ATTORNEY

DATE: 10/11/2021

**SUBJECT: ACCEPTANCE OF OFFER TO PURCHASE SURPLUS PROPERTY
LOCATED AT 4777 OLD SAVANNAH CHURCH ROAD, FAYETTEVILLE**

BACKGROUND

The County acquired the real property with the PIN 0461-39-9250, being 1.00 Acre Hair Land Church Property, located at 4777 Old Savannah Church Road, Fayetteville, at a tax foreclosure sale in 2019 for a purchase price of \$7,517.96. The property is zoned A1 with a tax value of \$60,200.00. Based on the GIS Mapping and the tax records, there is a structure on the lot. Ryan Zielinski made an offer to purchase the property for \$7,517.96. 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 Ryan Zielinski. 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 0461-39-9250, being 1.00 Acre Hair Land Church Property, located at 4777 Old Savannah Church Road, Fayetteville, is not needed for governmental purposes and proposes to accept an offer to purchase the property for \$7,517.96. 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.

October ___, 2021 Candice White, Clerk to the Board



OFFICE OF THE COUNTY ATTORNEY

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF OCTOBER 18, 2021

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COUNTY ATTORNEY

DATE: 10/11/2021

**SUBJECT: ACCEPTANCE OF OFFER TO PURCHASE SURPLUS PROPERTY
LOCATED AT 6513 CELESTIAL PINE DRIVE, HOPE MILLS**

BACKGROUND

The County acquired the real property with the PIN 0432-14-7939, being Lot 61 Cedar Oaks, Section 4, Plat Book 75 at Page 45, located at 6513 Celestial Pine Drive, Hope Mills, at a tax foreclosure sale in 2020 for a purchase price of \$9,936.07. The property is zoned A1 with a tax value of \$16,000.00. Based on the GIS Mapping and the tax records, there is no structure on the lot. Michele Patak made an offer to purchase the property for \$9,936.07. 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 Michele Patak. 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 0432-14-7939, being Lot 61 Cedar Oaks, Section 4, Plat Book 75 at Page 45, located at 6513 Celestial Pine Drive, Hope Mills, is not needed for governmental purposes and proposes to accept an offer to purchase the property for \$9,936.07.

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.

October ___, 2021

Candice White, Clerk to the Board



OFFICE OF THE COUNTY ATTORNEY

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF OCTOBER 18, 2021

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COUNTY ATTORNEY

DATE: 10/11/2021

**SUBJECT: ACCEPTANCE OF OFFER TO PURCHASE SURPLUS PROPERTY
LOCATED AT 1709 ALBACORE CIRCLE, HOPE MILLS**

BACKGROUND

The County acquired the real property with the PIN 0442-66-5794, being Lot 149 Twin Oaks, Section 4, Part 11, Plat Book 82, Page 116, located at 1709 Albacore Circle, Hope Mills, at a tax foreclosure sale in 2012 for a purchase price of \$4,519.61. The property is zoned RR with a tax value of \$10,00.00. Based on the GIS Mapping and the tax records, there is no structure on the lot. James Frederickson made an offer to purchase the property for \$4,519.61. 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 James Frederickson. If the Board proposes to accept the offer, resolve that the described real property is not needed for governmental purposes and direct that it be advertised and sold pursuant to the upset bid process of G. S. § 160A-269.

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

Take notice that the Board of Commissioners finds the real property with PIN 0442-66-5794, being Lot 149 Twin Oaks, Section 4, Part 11, Plat Book 82, Page 116, located at 1709 Albacore Circle, Hope Mills, is not needed for governmental purposes and proposes to accept an offer to purchase the property for \$4,519.61. 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.

October ___, 2021

Candice White, Clerk to the Board



OFFICE OF THE COUNTY ATTORNEY

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF OCTOBER 18, 2021

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COUNTY ATTORNEY

DATE: 10/11/2021

**SUBJECT: ACCEPTANCE OF OFFER TO PURCHASE SURPLUS PROPERTY WITH
PIN 0574-75-0999 LOCATED OFF COLLIERS CHAPEL CHURCH ROAD**

BACKGROUND

The County acquired the real property with the PIN 0574-75-0999, located off Colliers Chapel Church Road and being the property described in Deed Book 7695, page 726, at a tax foreclosure sale in 2007 for a purchase price of \$4,793.12. The property is zoned R6A with a tax value of \$5,000. Based on the GIS Mapping and the tax records, there is no structure on the lot. Connie McBryde made an offer to purchase the property for \$1,500. 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 Connie McBryde. 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 0547-75-0999, located off Colliers Chapel Church Road and being the property described in Deed Book 7695, page 726, is not needed for governmental purposes and proposes to accept an offer to purchase the property for \$1,500. 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.

October ___, 2021

Candice White, Clerk to the Board



OFFICE OF THE COUNTY ATTORNEY

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF OCTOBER 18, 2021

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COUNTY ATTORNEY

DATE: 10/12/2021

**SUBJECT: APPROVAL OF SALE OF SURPLUS REAL PROPERTY LOCATED AT 512
MOORE STREET, FAYETTEVILLE**

BACKGROUND

On September 20, 2021, the Board adopted a resolution of its intent to accept the offer of Michael Washington to purchase property with PIN 0437-47-4755, located at 512 Moore Street, Fayetteville, for \$5,991.83, and directed that it be advertised and sold pursuant to the upset bid process of G.S. § 160A-269. The parcel is zoned MR5, with a tax value of \$2,625.00. Based on the County GIS Parcel View System and the tax records, there is no structure on the lot.

Notice of the proposed sale, subject to the upset bid process required by G.S. § 160A-269, was advertised in the *Fayetteville Observer* on September 24, 2021. The publisher's affidavit is attached. More than 10 days have elapsed since the notice was published. No upset bid was received.

RECOMMENDATION / PROPOSED ACTION

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

ATTACHMENTS:

Description

512 Moore St - AOP

Type

Backup Material

AFFIDAVIT OF PUBLICATION

NORTH CAROLINA
Cumberland County

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

Before the undersigned, a Notary Public, duly commissioned and authorized to administer oaths, affirmations, etc., personally appeared said Legal Clerk. Who, being duly sworn or affirmed, according to law, doth depose and say that he/she is a LEGAL CLERK of DB North Carolina Holdings, Inc., a corporation organized and doing business under the Laws of the State of Delaware, and publishing a newspaper known as the FAYETTEVILLE OBSERVER, in the city of Fayetteville, County of Cumberland and State of North Carolina, and that as such he/she makes this affidavit; that he/she is familiar with the books, files and business of said Corporation and by reference to the files of said publication the attached advertisement was inserted in the aforesaid newspaper in space and in the issues dated:

September 24, 2021

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

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

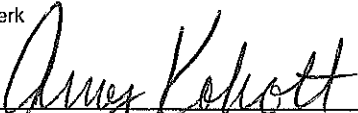
CUMBERLAND COUNTY BOARD OF COMMISSIONERS ADVERTISEMENT OF PROPOSAL TO ACCEPT AN OFFER TO PURCHASE CERTAIN REAL PROPERTY PURSUANT TO N.C.G.S. § 160A-269

Take notice that the Board of Commissioners finds the real property with PIN 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 \$5,891.83. 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.

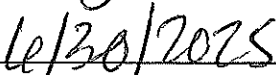
September 20, 2021
Candice White, Clerk to the Board
9/24 5252789



Legal Clerk



Notary Public, State of Wisconsin, County of Brown



My commission expires

sworn to before me and subscribed in my presence by this the
24th day of September, 2021

FEE: \$125.57
AD #: 0005252789
ACCT: 017971203

AMY KOKOTT
Notary Public
State of Wisconsin



OFFICE OF THE COUNTY ATTORNEY

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF OCTOBER 18, 2021

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COUNTY ATTORNEY

DATE: 10/12/2021

**SUBJECT: APPROVAL OF SALE OF SURPLUS REAL PROPERTY LOCATED AT
7653 MAGGIE CIRCLE, FAYETTEVILLE**

BACKGROUND

On September 20, 2021, the Board adopted a resolution of its intent to accept the offer of Maline Crupi to purchase property with PIN 9486-57-0335, being .44 Acre Gillis Land, located at 7653 Maggie Circle, Fayetteville, for \$4,648.68, and directed that it be advertised and sold pursuant to the upset bid process of G.S. § 160A-269. The parcel is zoned AR, with a tax value of \$14,955.00. Based on the County GIS Parcel View System and the tax records, there is a structure on the lot.

Notice of the proposed sale, subject to the upset bid process required by G.S. § 160A-269, was advertised in the *Fayetteville Observer* on September 24, 2021. The publisher's affidavit is attached. More than 10 days have elapsed since the notice was published. No upset bid was received.

RECOMMENDATION / PROPOSED ACTION

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

ATTACHMENTS:

Description

7653 Maggie Circle-AOP

Type

Backup Material

AFFIDAVIT OF PUBLICATION

NORTH CAROLINA
Cumberland County

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

Before the undersigned, a Notary Public, duly commissioned and authorized to administer oaths, affirmations, etc., personally appeared said Legal Clerk. Who, being duly sworn or affirmed, according to law, doth depose and say that he/she is a LEGAL CLERK of DB North Carolina Holdings, Inc., a corporation organized and doing business under the Laws of the State of Delaware, and publishing a newspaper known as the FAYETTEVILLE OBSERVER, in the city of Fayetteville, County of Cumberland and State of North Carolina, and that as such he/she makes this affidavit; that he/she is familiar with the books, files and business of said Corporation and by reference to the files of said publication the attached advertisement was inserted in the aforesaid newspaper in space and in the issues dated:

September 24, 2021

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

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

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

Take notice that the Board of Commissioners finds the real property with PIN 9486-57-0335, being .44 Acre Gills Land, located at 7853 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 20, 2021
Candice White, Clerk to the Board
9/24 5252788

Linda Tuttle

Legal Clerk

Amy Kokott

Notary Public, State of Wisconsin, County of Brown

6/30/2025

My commission expires

sworn to before me and subscribed in my presence by this the
24th day of September, 2021

FEE: \$125.57
AD #: 0005252788
ACCT: 017971203

AMY KOKOTT
Notary Public
State of Wisconsin



OFFICE OF THE COUNTY ATTORNEY

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF OCTOBER 18, 2021

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COUNTY ATTORNEY

DATE: 10/12/2021

**SUBJECT: APPROVAL OF SALE OF SURPLUS REAL PROPERTY LOCATED AT
6722 BALDOON DRIVE, FAYETTEVILLE**

BACKGROUND

On September 20, 2021, the Board adopted a resolution of its intent to accept the offer of Michael Nepstad on behalf of MDN Rentals, LLC, to purchase property with PIN 9497-79-1976, being Lot 106 Loch Lomond, Section 2, Part 1, Plat Book 28, Page 3, located at 6722 Baldoon Drive, Fayetteville, for \$9,867.94, and directed that it be advertised and sold pursuant to the upset bid process of G.S. § 160A-269. The parcel is zoned SF10, with a tax value of \$10,000.00. Based on the County GIS Parcel View System and the tax records, there is no structure on the lot.

Notice of the proposed sale, subject to the upset bid process required by G.S. § 160A-269, was advertised in the *Fayetteville Observer* on September 24, 2021. The publisher's affidavit is attached. More than 10 days have elapsed since the notice was published. No upset bid was received.

RECOMMENDATION / PROPOSED ACTION

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

ATTACHMENTS:

Description

6722 Baldoon Dr - AOP

Type

Backup Material

AFFIDAVIT OF PUBLICATION

NORTH CAROLINA
Cumberland County

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

Before the undersigned, a Notary Public, duly commissioned and authorized to administer oaths, affirmations, etc., personally appeared said Legal Clerk, Who, being duly sworn or affirmed, according to law, doth depose and say that he/she is a LEGAL CLERK of DB North Carolina Holdings, Inc., a corporation organized and doing business under the Laws of the State of Delaware, and publishing a newspaper known as the FAYETTEVILLE OBSERVER, in the city of Fayetteville, County of Cumberland and State of North Carolina, and that as such he/she makes this affidavit; that he/she is familiar with the books, files and business of said Corporation and by reference to the files of said publication the attached advertisement was inserted in the aforesaid newspaper in space and in the issues dated:

September 24, 2021

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

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

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

Take notice that the Board of Commissioners finds the real property with 9407-79-1976, being Lot 108 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 \$9,867.91. 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 20, 2021
Candice White, Clerk to the Board
9/24 5252790

Linda Tutt

Legal Clerk

Amy Kokott

Notary Public, State of Wisconsin, County of Brown

6/30/2025

My commission expires

sworn to before me and subscribed in my presence by this the 24th day of September, 2021

FEE: \$129.90
AD #: 0005252790
ACCT: 017971203

AMY KOKOTT
Notary Public
State of Wisconsin



OFFICE OF THE COUNTY ATTORNEY

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF OCTOBER 18, 2021

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COUNTY ATTORNEY

DATE: 10/12/2021

**SUBJECT: APPROVAL OF SALE OF SURPLUS REAL PROPERTY LOCATED AT
7005 RYAN STREET, FAYETTEVILLE**

BACKGROUND

On September 20, 2021, the Board adopted a resolution of its intent to accept the offer of Michael Nepstad on behalf of MDN Rentals, LLC to purchase property with PIN 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, for \$11,740.37, and directed that it be advertised and sold pursuant to the upset bid process of G.S. § 160A-269. The parcel is zoned SF10, with a tax value of \$9,500.00. Based on the County GIS Parcel View System and the tax records, there is no structure on the lot.

Notice of the proposed sale, subject to the upset bid process required by G.S. § 160A-269, was advertised in the *Fayetteville Observer* on September 24, 2021. The publisher's affidavit is attached. More than 10 days have elapsed since the notice was published. No upset bid was received.

RECOMMENDATION / PROPOSED ACTION

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

ATTACHMENTS:

Description

7005 Ryan St - AOP

Type

Backup Material

AFFIDAVIT OF PUBLICATION

NORTH CAROLINA
Cumberland County

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

Before the undersigned, a Notary Public, duly commissioned and authorized to administer oaths, affirmations, etc., personally appeared said Legal Clerk. Who, being duly sworn or affirmed, according to law, doth depose and say that he/she is a LEGAL CLERK of DB North Carolina Holdings, Inc., a corporation organized and doing business under the Laws of the State of Delaware, and publishing a newspaper known as the FAYETTEVILLE OBSERVER, in the city of Fayetteville, County of Cumberland and State of North Carolina, and that as such he/she makes this affidavit; that he/she is familiar with the books, files and business of said Corporation and by reference to the files of said publication the attached advertisement was inserted in the aforesaid newspaper in space and in the issues dated:

September 24, 2021

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

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

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

Take notice that the Board of Commissioners finds the real property with PIN 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 \$11,749.37. 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 20, 2021
Candice White, Clerk to the Board
9/24 6252791

Linda Hott

Legal Clerk

Amy Kokott

Notary Public, State of Wisconsin, County of Brown

6/30/2025

My commission expires

sworn to before me and subscribed in my presence by this the
24th day of September, 2021

FEE: \$134.23
AD #: 0005252791
ACCT: 017971203

AMY KOKOTT
Notary Public
State of Wisconsin



BUDGET DIVISION

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF OCTOBER 18, 2021

TO: BOARD OF COUNTY COMMISSIONERS

FROM: AMY CANNON, COUNTY MANAGER

DATE: 10/13/2021

**SUBJECT: APPROVAL OF BUDGET ORDINANCE AMENDMENTS FOR THE
OCTOBER 18, 2021 BOARD OF COUNTY COMMISSIONERS' AGENDA**

BACKGROUND

General Fund 101

1) Central Maintenance – Budget Ordinance Amendment B220309 to recognize insurance proceeds in the amount of \$2,452

The Board is requested to approve Budget Ordinance Amendment B220309 to recognize insurance proceeds in the amount of \$2,452. These funds will be used to purchase lift pads for Central Maintenance.

Please note this amendment requires no additional county funds.

2) Health Department - Budget Ordinance Amendment 220313 to recognize federal funds in the amount of \$39,900 through the North Carolina Department of Health and Human Services – North Carolina Division of Public Health

The Board is requested to approve Budget Ordinance Amendment B220313 in the amount of \$39,900 of federal funds through the North Carolina Department of Health and Human Services – North Carolina Division of Public Health. These funds will be used to address COVID-19 related health disparities and advance health equity by expanding capacity and services to prevent and control COVID-19 infection among historically marginalized populations. The state agreement addendum requires a designated staff member to carry out all outlined duties. The Health Department will receive additional funding for Fiscal Year 2023 to sustain this position through at least June 30, 2023.

Please note this amendment requires no additional county funds.

REGARDING THE FOLLOWING ITEM #3 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 amendment seeks to bring those funds forward from FY 2021 into the current fiscal year, allowing departments to complete and pay for these projects and items. This revision is not using 'new' funds but are recognizing the use of FY21 funds in FY22.

General Fund 101

3) Sheriff's Office Grants – Budget Ordinance Amendment B220331 to re-appropriate grant funds in the total amount of \$95,252

The Board is requested to approve Budget Ordinance Amendment B220331 to re-appropriate grant funds from the United States Department of Justice in the total amount of \$95,252. These funds will be used for programs aimed at reducing crime or enhancing safety for the public or officers. Funds were originally approved at the Cumberland County Board of Commissioners' meeting on April 5, 2021.

RECOMMENDATION / PROPOSED ACTION

Approve Budget Ordinance Amendments



OFFICE OF THE COUNTY MANAGER

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF OCTOBER 18, 2021

TO: BOARD OF COUNTY COMMISSIONERS

FROM: AMY H. CANNON, COUNTY MANAGER

DATE: 10/15/2021

**SUBJECT: APPROVAL OF SEPTEMBER 9, 2021 AGENDA SESSION ITEM -
BUDGET ORDINANCE AMENDMENT #B220486 FOR MARTIN LUTHER
KING, JR. PARK IMPROVEMENTS**

BACKGROUND

At the September 9, 2021 Agenda Session, the Board of Commissioners' received a presentation from members of the Martin Luther King, Jr. Committee on planned improvements to the park. At that meeting, the Board approved forwarding the following motion to the September 20, 2021 Board of Commissioners' Meeting:

Allocate \$2,500,000 to the Martin Luther King, Jr. Committee and \$500,000 to Orange Street Historic Preservation Committee for capital improvements.

This item was moved from the September 20, 2021 meeting to the October 18, 2021 Meeting so that a presentation could be provided by "Orange Street". The "Orange Street" organization is working on a presentation for a future Agenda Session.

RECOMMENDATION / PROPOSED ACTION

Approve Budget Ordinance Amendment #B220486 allocating \$2.5M for capital improvements at the Martin Luther King, Jr. Park subject to a fully executed contractual agreement and other legal requirements.



OFFICE OF THE COUNTY MANAGER

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF OCTOBER 18, 2021

TO: BOARD OF COUNTY COMMISSIONERS

FROM: AMY H. CANNON, COUNTY MANAGER

DATE: 10/14/2021

SUBJECT: AMENDMENT TO SPECTRA VENUE MANAGEMENT AGREEMENT

BACKGROUND

Attached you will find the current Management Agreement and a proposed Amendment to the Management Agreement for the Crown Coliseum Complex. In the current agreement, the initial term expires on June 30, 2022. This initial term may be extended for an additional period of five years, to end on June 30, 2027.

The amendment includes an initial term of five years expiring on June 30, 2027 with an option to extend the term an additional five years ending on June 30, 2032. The Fixed Management Fee is \$99,000 representing a increase in the base fee of \$3,000. In addition, Spectra proposes to contribute \$100,000 by September 1, 2023; an additional \$100,000 to the facility by September 1, 2023; and if the terms of the agreement are extended to June 30, 2032, an additional \$100,000 by September 1, 2027. These contributions will be used for mutually agreed improvements or equipment designed to increase revenue generated at the venue. In the event any individual venues are closed or repurposed in a material way, Spectra has the right to seek a negotiation in good faith for appropriate fee changes that reflect facility changes.

RECOMMENDATION / PROPOSED ACTION

At the October 14, 2021 Agenda Session, the Board approved forwarding the following action to the October 18, 2021 Board of Commissioner's Meeting:

Approve the attached amendment to Management Agreement with Spectra Venue Management.

ATTACHMENTS:

Description	Type
Management Agreement	Backup Material
Amendment to Management Agreement	Backup Material

North Carolina

Cumberland County

MANAGEMENT AGREEMENT

This Management Agreement is entered into on 4-12-17, and made effective as of the 1st day of July, 2017 ("**Effective Date**"), by and between Cumberland County Civic Center Commission, a body corporate created by the North Carolina General Assembly through the enactment of S.L. 1965-360, S.L. 1984-983 and S.L. 1991-27 ("**Commission**"); Cumberland County, a body corporate and a political subdivision of the State of North Carolina ("**County**"); and Global Spectrum, LP, a Delaware limited partnership doing business as Spectra ("**Manager**").

RECITALS

WHEREAS, the Cumberland County Civic Center, is a multi-purpose facility in Fayetteville, North Carolina, consisting of a 4,500 seat arena, a 2,500 seat theatre, a ballroom seating 650, a 60,000 square foot expo center and a 10,000 seat coliseum (collectively, the "**Facilities**"); and

Whereas, the Facilities are owned by the County of Cumberland ("**County**") and operated by the Commission; and

WHEREAS, the Commission has the full legal right and authority to engage a third party to manage and operate the Facilities, subject to such terms and conditions as prescribed by the Board of Commissioners as the governing board of the County, and the Commission desires to engage Manager to manage and operate the Facilities on behalf and for the benefit of the Commission, and Manager desires to accept such engagement, pursuant to the terms and conditions contained herein; and

WHEREAS, the County and Manager are parties to a Management Agreement dated November 1, 2013 ("**Original Agreement**") between the County and Manager, which Original Agreement is intended by the parties to expire on June 30, 2017 and be superseded and replaced by this Agreement.

NOW THEREFORE, for and in consideration of the foregoing, the mutual covenants and promises hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

ARTICLE 1 DEFINITIONS

Section 1.1 Definitions. For purposes of this Agreement, the following terms have the meanings referred to in this Section:

Affiliate: A person or company that directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with, a specified person or company.

Agreement: this Management Agreement, together with all exhibits attached hereto (each of which are incorporated herein as an integral part of this Agreement).

Capital Expenditures: All expenditures for building additions, alterations, repairs or improvements and for purchases of additional or replacement furniture, machinery, or equipment, where the cost of such expenditure is greater than \$5,000 and the depreciable life of the applicable item is, according to generally accepted accounting principles, is in excess of five (5) years.

Commercial Rights: Naming rights, pouring rights, advertising, sponsorships, the branding of food and beverage products for resale, premium seating (including suites, club seats and party suites) and memorial gifts at or with respect to the Facilities and owned or controlled by the County or the Commission.

Commission: The term "Commission" shall have the meaning ascribed to such term in the Recitals to this Agreement.

Contribution shall have the meaning set forth in Section 12.2 of this Agreement.

CPI: The Consumer Price Index for the South Region, Urban Area Size B/C, as published by the United States Department of Labor, Bureau of Labor Statistics, or such other successor or similar index.

Effective Date: "Effective Date" shall have the meaning ascribed to such term in the opening paragraph of this Agreement.

Emergency Repair: The repair of a condition which, if not performed immediately, creates an imminent danger to persons or property and/or an unsafe condition at the Facilities threatening persons or property.

Event Account: A separate interest-bearing account in the name of the Commission and under the Commission's Federal ID number in a local qualified public depository, to be designated by the Commission, where advance ticket sale revenue is deposited by Manager.

Event of Force Majeure: An act of God, fire, earthquake, hurricane, flood, riot, civil commotion, terrorist act, terrorist threat, storm, washout, wind, lightning, landslide, explosion, epidemic, inability to obtain materials or supplies, accident to machinery or equipment, any law, ordinance, rule, regulation, or order of any public or military authority stemming from the existence of economic or energy controls, hostilities or war, a labor dispute which results in a

strike or work stoppage affecting the Facilities or services described in this Agreement, or any other cause or occurrence outside the reasonable control of the party claiming an inability to perform and which by the exercise of due diligence could not be reasonably prevented or overcome.

Existing Contracts: Service Contracts, Revenue Generating Contracts, and other agreements relating to the day-to-day operation of the Facilities existing as of the Effective Date.

Facilities or Facility: shall have the meaning ascribed to such term in the Recitals to this Agreement, and shall be deemed to include the entire arena complex, including but not limited to the arena, suites, locker rooms, meeting rooms, box office, common areas, lobby areas, executive and other offices, storage and utility facilities, and the entrances, ground, sidewalks and parking areas immediately surrounding the Facilities and adjacent thereto.

FF&E: Furniture, fixtures and equipment to be procured for use at the Facilities.

Fund: shall have the meaning set forth in Section 12.1 of this Agreement.

Fixed Management Fee: The fixed monthly fee the Commission shall pay to Manager under this Agreement, as more fully described in Section 3.1 of this Agreement.

General Manager: The employee of Manager acting as the full-time on-site general manager of the Facilities.

Incentive Fee: The contingent fee the Commission shall pay to Manager under this Agreement, if earned, as more fully described in Section 3.2 below.

Initial Term: shall have the meaning ascribed to such term in Section 4.1 of this Agreement.

Laws: federal, state, local and municipal laws, statutes, rules, regulations and ordinances.

Management-Level Employees: The General Manager, Assistant General Manager, Business Manager (or employees with different titles performing similar functions), and any department head employed by Manager to perform services at the Facilities (including employees performing the functions of the Director of Operations, Director of Sales and Marketing, Director of Security, Finance Director and Event Manager).

Manager: shall have the meaning ascribed to such term in the Recitals to this Agreement.

Marketing Plan: A plan for the advertising and promotion of the Facilities and Facilities events, which may contain but not be limited to the following elements: (i) market research, (ii) market position, (iii) marketing objectives, (iv) marketing strategies, (v) booking priorities, (vi) targeted events - local, regional, national and international, (vii) targeted meetings, conventions and trade shows, (viii) industry advertising campaign, (ix) internal and external support staff, (x)

advertising opportunities at the local, regional and national level, (xi) attendance at various trade shows, conventions and seminars, (xii) incentive formulas for multiple event presenters, (xiii) suite and club seat sales, (xiv) merchandising and retail, (xv) food and beverage, (xvi) a plan for the sale of commercial rights, including without limitation naming rights, pouring rights, advertising signage, sponsorships (including event sponsorships), branding of food and beverage products for resale, premium seating (including but not limited to suites and club seats), and memorial gifts, (xvii) a plan regarding national, regional and local public relations and media relations, (xviii) development of an in-house advertising agency, and (xix) policies regarding the use of trade/barter.

Operating Account: A separate interest-bearing account in the name of the County and under the County's Federal ID number in a local qualified public depository, to be designated by the County where Revenue is deposited and from which Operating Expenses are paid.

Operating Budget: A line item budget for the Facilities that includes a projection of Revenues and Operating Expenses, presented on a monthly and annual basis.

Operating Expenses: All expenses incurred by Manager in connection with its operation, promotion, maintenance and management of the Facilities, including but not limited to the following: (i) employee payroll, benefits, relocation costs, severance costs, bonus and related costs, (ii) cost of operating supplies, including general office supplies, (iii) advertising, marketing, group sales, and public relations costs, (iv) cleaning expenses, (v) data processing costs, (vi) dues, subscriptions and membership costs, (vii) the Fixed Management Fee, (viii) printing and stationary costs, (ix) postage and freight costs, (x) equipment rental costs, (xi) minor repairs, maintenance, and equipment servicing, not including expenses relating to performing capital improvements or repairs, (xii) security expenses, (xiii) telephone and communication charges, (xiv) travel and entertainment expenses of Manager employees, (xv) cost of employee uniforms and identification, (xvi) exterminator, snow and trash removal costs, if applicable (xvii) computer, software, hardware and training costs, (xviii) parking expenses, (xix) utility expenses, (xx) office expenses, (xxi)) audit and accounting fees, (xxii) legal fees, (xxiii) all bond and insurance costs, including but not limited to personal property, liability, and worker's compensation insurance, (xxiv) commissions and all other fees payable to third parties (e.g. commissions relating to food, beverage and merchandise concessions services and commercial rights sales), (xxv) cost of complying with any Laws, (xxvi) costs incurred by Manager to settle or defend any claims asserted against Manager arising out of its operations at the Facilities on behalf of Commission; (xxvii) costs incurred under Service Contracts and other agreements relating to Facilities operations, (xxviii) Taxes; and (xxix) Transition Costs (which shall be an Operating Expense in the first Operating Year). The term "Operating Expenses" does not include debt service on the Facilities, Capital Expenditures or the Incentive Fee.

Operating Year: Each twelve (12) month period during the Term, commencing on July 1 and ending on June 30.

Operations Manual: Document to be developed by Manager which shall contains terms regarding the management and operation of the Facilities, including detailed policies and

procedures to be implemented in operating the Facilities, as agreed upon by both the Commission and the Manager.

Revenue: All gross revenues generated by Manager's operation of the Facilities, including but not limited to event ticket proceeds income, rental and license fee income, merchandise income, gross food and beverage income, gross income from any sale of Commercial Rights, gross service income, equipment rental fees, box office income, and miscellaneous operating income, but shall not include event ticket proceeds held by Manager in trust for a third party and paid to such third party.

Revenue Generating Contracts: Vendor, concessions and merchandising agreements, user/rental agreements, booking commitments, licenses, and all other contracts or agreements generating revenue for the Facilities and entered into in the ordinary course of operating the Facilities.

Service Contracts: Agreements for services to be provided in connection with the operation of the Facilities, including without limitation agreements for ticketing, web development and maintenance, computer support services, FF&E purchasing services, engineering services, electricity, steam, gas, fuel, general maintenance, HVAC maintenance, telephone, staffing personnel including guards, ushers and ticket-takers, extermination, elevators, stage equipment, fire control panel and other safety equipment, snow removal and other services which are deemed by Manager to be either necessary or useful in operating the Facilities.

Taxes: Any and all governmental assessments, franchise fees, excises, license and permit fees, levies, charges and taxes, of every kind and nature whatsoever, which at any time during the Term may be assessed, levied, or imposed on, or become due and payable out of or in respect of, (i) activities conducted on behalf of the Commission at the Facilities, including without limitation the sale of concessions, the sale of tickets, and the performance of events (such as any applicable sales and/or admissions taxes, use taxes, excise taxes, occupancy taxes, employment taxes, and withholding taxes), or (ii) any payments received from any holders of a leasehold interest or license in or to the Facilities, from any guests, or from any others using or occupying all or any part of the Facilities.

Term: The term "Term" shall have the meaning ascribed to such term in Section 4.1 of this Agreement.

ARTICLE 2 SCOPE OF SERVICES

Section 2.1 Engagement.

(a) Commission hereby engages Manager during the Term to act as the sole and exclusive manager and operator of the Facilities, subject to and as more fully described in this Agreement, and, in connection therewith, to perform the services described in Exhibit A attached hereto.

(b) Manager hereby accepts such engagement, and shall perform the services described herein, subject to the limitations expressly set forth in this Agreement and in the Operations Manual.

Section 2.2 Limitations on Manager's Duties. Manager's obligations under this Agreement are contingent upon and subject to the Commission making available, in a timely fashion, the funds budgeted for and/or reasonably required by Manager to carry out such obligations during the Term. Manager shall not be considered to be in breach or default of this Agreement, and shall have no liability to the Commission or any other party, in the event Manager does not perform any of its obligations hereunder due to failure by the Commission to timely provide such funds.

Section 2.3 Rights Reserved to the Commission. Without limiting any other rights of the Commission as described herein, the parties agree that the Commission shall have the right to approve (a) the annual Operating Budget, (b) major Capital Expenditures, (c) any significant disposition of Facility assets, and (d) the general rates charged at the Facility for users of the Facility.

ARTICLE 3 COMPENSATION

Section 3.1 Fixed Management Fee. In consideration of Manager's performance of its services hereunder, Commission shall pay Manager a Fixed Management Fee. Beginning on the Effective Date and continuing through the first (1st) Operating Year, the Fixed Management Fee shall be Eight Thousand Dollars (\$8,000) per month. Beginning in the second (2nd) Operating Year, the Fixed Management Fee shall be increased over the Fixed Management Fee from the previous Operating Year in accordance with the percentage increase in the CPI over the previous twelve (12) month period Year (i.e., the difference, expressed as a percentage, between the value of the CPI published most recently prior to the commencement of the preceding Operating Year and the value of the CPI published most recently prior to the commencement of the Operating Year for which the CPI adjustment will apply), capped at three and a half percent (3.5%) in any Operating Year. The Fixed Management Fee shall be payable to Manager in advance, beginning on the Effective Date, and payable on the first (1st) day of each month thereafter (prorated as necessary for any partial months). Manager shall be entitled to pay itself such amount from the Operating Account.

Section 3.2 Incentive Fee. In addition to the Fixed Management Fee, Manager shall be entitled to receive an Incentive Fee each full or partial Operating Year of the Term. The Incentive Fee shall be Twenty-two Percent (22%) of Gross Revenue in excess of Four Million Five Hundred Thousand Dollars (\$4,500,000) per Operating Year (the "Benchmark"). For purposes of this paragraph, "Gross Revenue" shall include the following: gross ticket sales less North Carolina sales tax (only), gross other revenue; gross concessions, gross convenience fees, gross facility fees, gross suite rental, gross miscellaneous income, LESS promoter proceeds. The Benchmark shall be pro-rated for any Operating Years of less than 12 months based on the number of days actually elapsed in such Operating Year out of 365. This Incentive Fee (i) shall not in any Operating Year exceed two (2) times the amount of the Fixed Management Fee for such Operating Year, and (ii) shall not be paid to any extent if Manager fails to achieve at least 95% of the bottom line net profit/loss number in the Operating Budget for such Operating Year, unless the failure to achieve such number is due to an Event of Force Majeure or other circumstance outside of the reasonable control of Manager.

The Incentive Fee, to the extent earned by Manager, shall be paid to Manager no later than ten (10) days after completion of the year-end audit as described in Section 10.3, or one-hundred-twenty (120) days following the end of each Operating Year, whichever occurs first.

ARTICLE 4 TERM; TERMINATION

Section 4.1 Term. The initial term of this Agreement (the "**Initial Term**") shall begin on the Effective Date and shall expire on June 30, 2022. The Commission, in its discretion, shall have the right to extend the Initial Term for an additional period of five (5) years, to end on June 30, 2027, by providing written notice of such extension to Manager no later than March 31, 2017. The Initial Term plus any such extension is referred to herein as the "**Term**". Notwithstanding that the Effective Date has not yet occurred, this Agreement shall be binding on the parties upon their execution and delivery hereof.

Section 4.2 Termination. This Agreement may be terminated:

(a) subject to Section 4.3(a) below, by Commission upon thirty (30) days written notice to Manager in the event of a permanent closure of the Facilities, the fact of which is certified by the Commission in writing to Manager;

(b) by either party upon thirty (30) days written notice, if the other party fails to perform or comply with any of the material terms, covenants, agreements or conditions hereof, and such failure is not cured during such thirty (30) day notification period, provided, however, if such failure cannot reasonably be cured within such thirty (30) day period, then a longer period of time shall be afforded to cure such breach, up to a total of ninety (90) days, provided that the party in default is diligently seeking a cure and the non-defaulting party is not irreparably harmed by the extension of the cure period; or

(c) by either party immediately by written notice upon the other party being judged bankrupt or insolvent, or if any receiver or trustee of all or any part of the business property of the other party shall be appointed and shall not be discharged within one hundred twenty (120) days after appointment, or if either party shall make an assignment of its property for the benefit of creditors or shall file a voluntary petition in bankruptcy or insolvency, or shall apply for bankruptcy under the bankruptcy or insolvency Laws now in force or hereinafter enacted, Federal, State or otherwise, or if such petition shall be filed against either party and shall not be dismissed within one hundred twenty (120) days after such filing.

Section 4.3 Effect of Termination

(a) In the event this Agreement is terminated by the Commission pursuant to Section 4.2(a) due to closure of the Facilities, the Commission shall reimburse Manager for any actual ordinary and necessary expenses incurred by Manager in withdrawing from the provision of services hereunder following such termination. Such ordinary and necessary expenses shall include costs associated with (i) severance pay, not to exceed six (6) months, for each of Manager's Management-Level Employees, (ii) reasonable household relocation expenses for Manager's Management-Level Employees, to the extent any of such individuals had previously relocated to the Facilities (or its surrounding areas) in connection with this Agreement and (iii) other reasonable costs actually incurred by Manager in withdrawing from the provision of services hereunder, such as those incurred in connection with the termination and/or assignment of Service Contracts, Revenue Generating Contracts, or other contracts or leases entered into by Manager pursuant to this Agreement. The Commission's payment of such expenses will occur only after Manager has provided reasonable evidence of the incurrence of such expenses. Except for the reimbursement of the above stated expenses, Manager shall have no other right or remedy, at law or in equity, against the Commission for a termination pursuant to Section 4.2(a) due to closure of the Facilities, except that, in the event the Facilities re-open at any time during the Term, this Agreement shall, at the option of Manager, once again become effective and Manager shall manage and operate the Facilities under the terms hereof, except that the Term shall be extended for a period of time in which the Facilities were closed.

(b) Upon termination or expiration of this Agreement for any reason, (i) Manager shall promptly discontinue the performance of all services hereunder, (ii) the Commission shall promptly pay Manager all fees due Manager up to the date of termination or expiration (subject to proration if the Term ends other than at the end of the Operating Year), (iii) Manager shall make available to the Commission all data, electronic files, documents, procedures, reports, estimates, summaries, and other such information and materials with respect to the Facilities as may have been accumulated by Manager in performing its obligations hereunder, whether completed or in process, and (iv) without any further action on part of Manager or Commission, the Commission shall, or shall cause the successor Facilities manager to, assume all obligations arising after the date of such termination or expiration, under any Service Contracts, Revenue Generating Contracts, booking commitments and any other Facilities agreements entered into by Manager in furtherance of its duties hereunder. Any obligations of the parties that are specifically intended to survive expiration or termination of this Agreement shall survive expiration or termination hereof.

ARTICLE 5

OWNERSHIP; USE OF THE FACILITIES

Section 5.1 Ownership of Facilities, Data, Equipment and Materials. The County will at all times retain ownership of the Facilities, including but not limited to real estate, technical equipment, furniture, displays, fixtures and similar property, including improvements made during the Term, at the Facilities. Any data, equipment or materials furnished by the County through the Commission to Manager or acquired by Manager as an Operating Expense shall remain the property of the County, and shall be returned to the Commission for the County when no longer needed by Manager to perform under this Agreement. Notwithstanding the above, neither the County nor the Commission shall have the right to use any third party software licensed by Manager for general use by Manager at the Facilities and other facilities managed by Manager, the licensing fee for which is proportionately allocated and charged to the Facilities as an Operating Expense; such software may be retained by Manager upon expiration or termination hereof.

Section 5.2 Right of Use by Manager. The Commission hereby gives Manager the right and license to use the Facilities, and Manager accepts such right of use, for the purpose of performing the services herein specified, including the operation and maintenance of all physical and mechanical facilities and systems necessary for, and related to, the operation, maintenance and management of the Facilities. The Commission shall provide Manager with a sufficient amount of suitable office space in the Facilities and with such office equipment as is reasonably necessary to enable Manager to perform its obligations under this Agreement. Manager has inspected the existing office space which Commission intends to provide and agrees that such space is suitable and adequate for Manager's purposes. In addition, the Commission shall make available to Manager, at no cost, parking spaces at the Facility for all of Manager's full-time employees and event staff.

Section 5.3 Observance of Agreements. The Commission and the County shall pay, keep, observe and perform all payments, terms, covenants, conditions and obligations under any leases, bonds, debentures, loans and other financing and security agreements to which such parties are bound in connection with the ownership or operating rights of or at the Facilities.

Section 5.4 Use by the Commission or the County. The Commission shall have the right to use the boardroom at the Facilities rent-free for its meetings for any purpose. Subject to availability, the County shall have the right to use the boardroom rent-free for conducting special meetings of its Board of Commissioners no more than twice per year. Subject to availability, the County shall further have the right to use of the boardroom, ballroom or a meeting room for the purpose of conducting non-commercial meetings of county staff no more than once per month. The County shall have the further right to use the Expo Center rent-free to conduct its annual employee health and wellness fair for no more than four consecutive days. The County's use

shall be conducted in a manner to avoid the Facility incurring any out of pocket expenses such as the cost of ushers, ticket-takers, set-up and take-down, or security. The County shall take all reasonable measures to schedule or reschedule its uses on dates that do not conflict with any revenue-producing event which can be booked by the Manager.

Section 5.5 Special Use. The Cumberland County Livestock Association shall have the right to use the Charlie Rose Agri-Expo Center rent-free to conduct an annual livestock show during the month of September in association with any county fair licensed by the N. C. Secretary of Agriculture as an agricultural fair held on the premises of the Facilities or elsewhere within Cumberland County. This use shall be limited to the number of days during which livestock or other animals are maintained or displayed for show purposes and to only that portion of the premises actually used for maintaining or showing livestock or other animals. This rent-free use for conducting livestock shows is specific to the Livestock Association, shall be independent of any other use for fair purposes and shall not apply to other use of the Charlie Rose for other fair purposes.

ARTICLE 6 PERSONNEL

Section 6.1 Generally. Manager shall engage, as its own employees (and not employees of the Commission) staff necessary to provide the services of Manager described in this Agreement. Manager shall select, in its sole discretion but subject to Commission's right to approve the Operating Budget, the number, function, qualifications, and compensation, including salary and benefits, of its employees at the Facilities and shall control the terms and conditions of employment (including without limitation termination thereof) relating to such employees. Manager agrees to use reasonable and prudent judgment in the selection and supervision of such personnel. The Commission specifically agrees that Manager shall be entitled to pay its employees, as an Operating Expense, bonuses and benefits in accordance with Manager's then current employee manual, which may be modified by Manager from time to time in its sole discretion. A copy of Manager's current employee manual shall be provided to the Commission upon request.

Section 6.2 General Manager. Personnel engaged by Manager will include an individual with managerial experience in similar facilities to serve as a full-time on-site General Manager of the Facilities. Hiring of the General Manager by Manager shall require the prior approval of the Commission, which approval shall not be unreasonably withheld or delayed; provided, however, in the event of a vacancy in the General Manager position, Manager may, upon notice to the Commission, temporarily fill such position with an interim General Manager for up to ninety (90) days without the necessity of obtaining the Commission's approval. The General Manager will have general supervisory responsibility for Manager and will be responsible for day-to-day operations of the Facilities, supervision of employees, and management and coordination of all activities associated with events taking place at the Facilities.

Section 6.3 Non-Solicitation/Non-Hiring. During the Term and for a period of one (1) year after the end of the Term, neither the County nor the Commission, nor any of their respective Affiliates, shall solicit for employment, or hire, any of Manager's Management-Level Employees, provided that the foregoing restriction on soliciting or hiring at the end of the Term shall not apply to Manager's Management-Level Employees who were employed by the County or Commission at the Facility prior to the transition of management services to Manager. The Commission acknowledges that Manager will spend a considerable amount of time identifying, hiring and training individuals to work in such positions, and that Manager will suffer substantial damages, the exact amount of which would be difficult to quantify, if the Commission were to breach the terms of this Section by hiring, or soliciting for employment, any of such individuals. Accordingly, in the event of a breach or anticipated breach of this Section by the Commission, Manager shall be entitled (in addition to any other rights and remedies which Manager may have at law or in equity, including money damages) to equitable relief, including an injunction to enjoin and restrain the Commission from continuing such breach, without the necessity of posting a bond.

ARTICLE 7 OPERATING BUDGET

Section 7.1 Establishment of Operating Budget. Manager agrees that at least 120 days prior to the commencement of each Operating Year, in respect of such year, it will prepare and submit to the Commission its proposed Operating Budget for such year. Each annual Operating Budget shall include Manager's good faith projection of Revenues and Operating Expenses, presented on a monthly and annual basis, for the upcoming Operating Year. The Commission agrees to provide Manager with all information in its possession necessary to enable Manager to prepare each Operating Budget.

Section 7.2 Approval of Operating Budget. Each annual Operating Budget shall be subject to the review and approval of the Commission, which approval shall not be unreasonably withheld or delayed. In order for the Commission to fully evaluate and analyze such budgets or any other request by Manager relating to income and expenses, Manager agrees to provide to the Commission such reasonable financial information relating to the Facilities as may be requested by the Commission from time to time. If extraordinary events occur during any Operating Year that could not reasonably be contemplated at the time the corresponding Operating Budget was prepared, Manager may submit an amendment to such budget for review and approval by the Commission (which approval shall not be unreasonably withheld or delayed). If the Commission fails to approve any annual Operating Budget (or any proposed amendment thereto), the Commission shall promptly provide Manager the specific reasons therefor and its suggested modifications to Manager's proposed Operating Budget or amendment in order to make it acceptable. The parties shall then engage in good faith discussions and use reasonable commercial efforts to attempt to resolve the matter to the mutual satisfaction of the parties, including, if applicable, negotiation of a mutually acceptable modification to the economic terms of this Agreement to enable the Manager to achieve the compensation contemplated by its proposed Operating Budget.

Section 7.3 Adherence to Operating Budget. Manager shall use all reasonable efforts to manage and operate the Facilities in accordance with the Operating Budget. However, Commission acknowledges that notwithstanding the Manager's experience and expertise in relation to the operation of facilities similar to the Facilities, the projections contained in each Operating Budget are subject to and may be affected by changes in financial, economic and other conditions and circumstances beyond the Manager's control, and that Manager shall have no liability if the numbers within the Operating Budget are not achieved. Manager agrees to notify the Commission within 30 days of any significant change or variance in the bottom line number in the Operating Budget, and any material increase in total Facilities expenses from that provided for in the Operating Budget. In either such case and if requested by Commission, Manager agrees to work with Commission to develop and implement a plan (or changes to the then current plan) to limit Operating Expense to be incurred in the remaining months of such Operating Year with the goal of achieving the Operating Budget.

ARTICLE 8 PROCEDURE FOR HANDLING INCOME

Section 8.1 Event Account. Manager shall deposit as soon as practicable following receipt and in any event within one (1) business day following receipt, in the Event Account, all revenue received from ticket sales and similar event-related revenues which Manager receives in contemplation of, or arising from, an event, pending completion of the event. Such monies will be held in escrow for the protection of ticket purchasers, the Commission and Manager, to provide a source of funds as required for payments to performers and for payments of direct incidental expenses in connection with the presentation of events that must be paid prior to or contemporaneously with such events. Promptly following completion of such events, Manager shall transfer all funds remaining in the Event Account, including any interest accrued thereon, into the Operating Account. Bank service charges, if any, on such account(s) shall be deducted first from interest earned.

Section 8.2 Operating Account. Except as provided in Section 8.1, all Revenue derived from operation of the Facilities shall be deposited by Manager into the Operating Account as soon as practicable upon receipt (but not less often than once each business day). The specific procedures (and authorized individuals) for making deposits to and withdrawals from such account shall be set forth in the Operations Manual, but the parties specifically agree that Manager shall have authority to sign checks and make withdrawals from such account, subject to the limitation contained in this Agreement, without needing to obtain the co-signature of a Commission employee or representative.

ARTICLE 9 FUNDING

Section 9.1 Source of Funding. Manager shall pay all items of expense for the operation, maintenance, supervision and management of the Facilities from the funds in the Operating Account, which Manager may access periodically for this purpose. The Operating

Account shall be funded with amounts generated by operation of the Facilities (as described in Article 8 above), or otherwise made available by the Commission. To ensure sufficient funds are available in the Operating Account, Commission will deposit in the Operating Account, on or before the Effective Date, the budgeted or otherwise approved expenses for the first five (5) months of the Term. Following such initial deposit, the Commission shall deposit (or allow to remain in) the Operating Account on a quarterly basis (at the beginning of each calendar quarter, i.e., January 1, April 1, July 1 and October 1) an amount equal to the budgeted or otherwise approved expenses for that upcoming calendar quarter (maintaining at all times an extra 2 months of expenses in such account in case of any shortfalls). Manager shall have no liability to the Commission or any third party in the event Manager is unable to perform its obligations hereunder, or under any third party contract entered into pursuant to the terms hereof, due to the fact that sufficient funds are not made available to Manager to pay such expenses in a timely manner.

Section 9.2 Advancement of Funds; Responsibility for Operating Expenses and Net Losses. Under no circumstances shall Manager be required to pay for or advance any of its own funds to pay for any Operating Expenses; rather, all such Operating Expenses shall be funded by the Commission. Furthermore, Manager shall not share in any net losses of the Facility; rather, any and all such net losses shall be borne by the Commission.

ARTICLE 10

FISCAL RESPONSIBILITY; REPORTING

Section 10.1 Records. Manager agrees to keep and maintain, at its office in the Facilities, separate and independent records, in accordance with generally accepted accounting principles, devoted exclusively to its operations in connection with its management of the Facilities. Such records (including books, ledgers, journals, and accounts) shall contain all entries reflecting the business operations of Manager under this Agreement. The Commission or its authorized agent shall have the right to audit and inspect such records from time to time during the Term, upon reasonable notice to Manager and during Manager's ordinary business hours.

Section 10.2 Monthly Financial Reports. Manager agrees to provide to the Commission, within thirty (30) days after the end of each month during the Term, financial reports for the Facilities including a balance sheet, aging report on accounts receivable, and statement of revenues and expenditures (budget to actual) for such month and year to date in accordance with generally accepted accounting principles. In addition, Manager agrees to provide to the Commission a summary of bookings for each such month, and separate cash receipts and disbursements reports for each event held at the Facilities during such month. Additionally, Manager shall submit to the Commission, or shall cause the applicable public depository utilized by Manager to submit to the Commission, on a monthly basis, copies of all bank statements concerning the Event Account and the Operating Account.

Section 10.3 Audit. Manager agrees to provide to the Commission, within one hundred twenty (120) days following the end of each Operating Year, a certified audit report on the accounts and records as kept by Manager for the Facilities. Costs associated with obtaining

such certified audit report shall be an Operating Expense of the Facilities. Such audit shall be performed by an external auditor approved by the Commission, and shall be conducted in accordance with generally accepted auditing standards.

ARTICLE 11 CAPITAL IMPROVEMENTS

Section 11.1 Schedule of Capital Expenditures. Manager shall annually, at the time of submission of the annual Operating Budget to the Commission, provide to the Commission a schedule of proposed capital improvements to be made at the Facilities, for the purpose of allowing the Commission to consider such projects and to prepare and update a long-range Capital Expenditure budget.

Section 11.2 Responsibility for Capital Expenditures. The Commission shall be solely responsible for all Capital Expenditures at the Facilities; provided, however, the Commission shall be under no obligation to make any Capital Expenditures proposed by Manager, and provided further that Manager shall have no liability for any claims, costs or damages arising out of a failure by the Commission to make any Capital Expenditures. Notwithstanding the foregoing, Manager shall have the right (but not the obligation), upon notice to the Commission, to make Capital Expenditures at the Facilities for Emergency Repairs. In such event, the Commission shall promptly reimburse Manager for the cost of such Capital Expenditure.

ARTICLE 12 CONTRIBUTIONS BY MANAGER

Section 12.1 Event Marketing Fund Under Original Agreement. The parties acknowledge that under the Original Agreement, Manager established an Event Marketing Fund ("Fund") in the amount of One Hundred Fifty Thousand Dollars (\$150,000). To the extent there is a balance in the Fund at the end of the term of the Original Agreement, such amount belong to Manager and shall be paid to Manager at such time.

Section 12.2 Contribution Toward Revenue-Enhancing Improvements. The parties acknowledge that under the Original Agreement, Manager made a contribution of One Hundred Fifty Thousand Dollars (\$150,000) (the "Original Contribution") at the Facilities toward mutually agreed improvements or equipment designed to increase Revenue generated at the Facilities, and that the remaining unamortized amount of such Original Contribution as of July 1, 2017 will be Ninety-Five Thousand Dollars (\$95,000) ("Original Contribution Unamortized Amount"). Manager hereby agrees to make an additional contribution toward mutually agreed improvements or equipment designed to increase Revenue generated at the Facilities, in the amount of Two Hundred Thousand Dollars (\$200,000) ("New Contribution"). Once identified, the specific equipment and other related tangible personal property to be purchased with the New Contribution shall be set forth in a writing to be signed by the parties and updated by the parties from time to time as necessary to reflect any replacements or substitutions thereof. All equipment and improvements purchased with the New Contribution shall be owned by the

County upon installation thereof. The New Contribution and the Original Contribution Unamortized Amount (for a total of \$295,000) shall be amortized on a straight line basis over a ten (10) year period (at the rate of 1/120 per month), commencing on the Effective Date. Upon the expiration or termination (for any reason whatsoever, including without limitation if due to a breach, default or bankruptcy event by or affecting Manager of the County's election not to renew this Agreement following the Initial Term) of this Agreement, the Commission shall immediately pay to Manager the unamortized amount of the New Contribution and the Original Contribution Unamortized Amount.

ARTICLE 13

FACILITIES CONTRACTS; TRANSACTIONS WITH AFFILIATES

Section 13.1 Existing Contracts. Manager shall administer and assure compliance with such Existing Contracts to the extent they are within Manager's possession or otherwise are provided to Manager by the Commission.

Section 13.2 Execution of Contracts. Manager shall have the right to enter into Service Contracts, Revenue Generating Contracts and other contracts related to the operation of the Facilities, as agent on behalf of the Commission. Any such material agreements shall contain standard indemnification and insurance obligations on the part of each vendor, licensee or service provider, as is customary for the type of services or obligations being provided or performed by such parties. Manager shall obtain the prior approval of the Commission (which approval shall not be unreasonably withheld or delayed) before entering into any such contract with a term that expires after the Term of this Agreement, unless such contract, by its express terms, can be terminated by Manager or Commission following expiration of the Term without any penalty.

Section 13.3 Transactions with Affiliates. In connection with its obligations hereunder relating to the purchase or procurement of services for the Facilities (including without limitation food and beverage services, ticketing services, Commercial Rights sales, web design services and graphic design services), Manager may purchase or procure such services, or otherwise transact business with, an Affiliate of Manager, provided that the prices charged and services rendered by such Affiliate are competitive with those obtainable from any unrelated parties rendering comparable services. Manager shall provide to Commission reasonable evidence establishing the competitive nature of such prices and services, including, if appropriate, competitive bids from other persons seeking to render such services at the Facilities.

Section 13.4 Renewal of Ticketing Agreement with Paciolan, LLC. The parties recognize the Service and Usage Agreement ("Ticketing Agreement") between Manager, as agent on behalf of the Commission, and Paciolan, LLC, an affiliate company of Manager's, which commenced on July 1, 2015 and expires by its terms on June 30, 2020. The Commission hereby agrees that Manager, as agent on behalf of the Commission, may extend the term of the Ticketing Agreement, on the same terms and conditions as currently provided in such agreement, for an additional two (2) year period, so that the term thereof shall end on June 30, 2022. The Commission acknowledges that the extension of such agreement was specifically bargained for

by Manager and is a material term of this Agreement. Paciolan, LLC shall be third party beneficiaries of the terms of this paragraph.

ARTICLE 14

AGREEMENT MONITORING AND GENERAL MANAGER

Section 14.1 Contract Administrator. Each party shall appoint a contract administrator who shall monitor such party's compliance with the terms of this Agreement. Manager's contract administrator shall be its General Manager at the Facilities, unless Manager notifies Commission of a substitute contract administrator in writing. Commission shall notify Manager of the name of its contract administrator within thirty (30) days of execution hereof. Any and all references in this Agreement requiring Manager or Commission participation or approval shall mean the participation or approval of such party's contract administrator.

ARTICLE 15

INSURANCE

Section 15.1 Types and Amount of Coverage. Manager agrees to obtain insurance coverage in the manner and amounts as set forth in Exhibit B, attached hereto, and shall provide to the Commission promptly following the Effective Date a certificate of certificates of insurance evidencing such coverage. Manager shall maintain such referenced insurance coverage at all times during the Term, and will not make any material modification or change from these specifications without the prior approval of the Commission. Each insurance policy shall include a requirement that the insurer provide Manager and the Commission at least thirty (30) days written notice of cancellation or material change in the terms and provisions of the applicable policy. The cost of all such insurance shall be an Operating Expense.

Section 15.2 Rating; Additional Insureds. All insurance policies shall be issued by insurance companies rated no less than A VIII in the most recent "Bests" insurance guide, and licensed in the State of North Carolina or as otherwise agreed by the parties. All such policies shall be in such form and contain such provisions as are generally considered standard for the type of insurance involved. The commercial general liability policy, automobile liability insurance policy and umbrella or excess liability policy to be obtained by Manager hereunder shall name Commission and County as additional insureds. The workers compensation policy to be obtained by Manager hereunder shall contain a waiver of all rights of subrogation against the Commission and County. Manager shall require that all third-party users of the Facilities, including without limitation third-party licensees, ushers, security personnel and concessionaires, provide certificates of insurance evidencing insurance appropriate for the types of activities in which such user is engaged. If Manager subcontracts any of its obligations under this Agreement, Manager shall require each such subcontractor to secure insurance that will protect against applicable hazards or risks of loss as and in the minimum amounts designated herein, and name Manager, Commission and County as additional insureds.

ARTICLE 16
REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 16.1 Manager Representations and Warranties. Manager hereby represents, warrants and covenants to Commission as follows:

(a) that it has the full legal right, power and authority to enter into this Agreement and to grant the rights and perform the obligations of Manager herein, and that no third party consent or approval is required to grant such rights or perform such obligations hereunder; and

(b) that this Agreement has been duly executed and delivered by Manager and constitutes a valid and binding obligation of Manager, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar Laws affecting creditors' rights generally or by general equitable principles.

Section 16.2 Commission and County Representations, Warranties and Covenants. Commission and County represent, warrant and covenant to Manager as follows:

(a) that they have the full legal right, power and authority to enter into this Agreement and to grant the rights and perform the obligations of each herein, and that no other third party consent or approval is required to grant such rights or perform such obligations hereunder.

(b) that this Agreement has been duly executed and delivered by Commission and County and constitutes a valid and binding obligation of each, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally or by general equitable principles.

(c) that the Facilities are, as of the Effective Date, in compliance in all respects with all applicable Laws relating to the construction, use and operation of the Facilities (including, without limitation, Title III of the American with Disabilities Act), and that there exist no structural defects or unsound operating conditions at the Facilities.

ARTICLE 17
MISCELLANEOUS

Section 17.1 No Discrimination. Manager agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, religion, color, sex, disability, national origin, ancestry, physical handicap, or age, and will take affirmative steps to ensure that applicants are employed, and employees are treated during

employment, without regard to race, religion, color, sex, disability, national origin, ancestry, physical handicap, or age.

Section 17.2 Use of Facilities Names and Logos. Manager shall have the right to use throughout the Term (and permit others to use in furtherance of Manager's obligations hereunder), for no charge, the name and all logos of the Facilities, on Manager's stationary, in its advertising of the Facilities, and whenever conducting business of the Facilities; provided, that Manager shall take all prudent and appropriate measures to protect the intellectual property rights of the Commission relating to such logos. All intellectual property rights in any Facilities logos developed by the Manager or the Commission shall be and at all times remain the sole and exclusive property of the Commission. Manager agrees to execute any documentation requested by the Commission from time to time to establish, protect or convey any such intellectual property rights.

Section 17.3 Facilities Advertisements. The Commission agrees that in all advertisements placed by the Commission for the Facilities or events at the Facilities, whether such advertisements are in print, on radio, television, the internet or otherwise, it shall include a designation that the Facilities are "managed by Spectra".

Section 17.4 Force Majeure; Casualty Loss.

(a) Neither party shall be liable or responsible to the other party for any delay, loss, damage, failure or inability to perform under this Agreement due to an Event of Force Majeure, provided that the party claiming failure or inability to perform provides written notice to the other party within thirty (30) days of the date on which such party gains actual knowledge of such Event of Force Majeure. Notwithstanding the foregoing, in no event shall a party's failure to make payments due hereunder be excusable due to an Event of Force Majeure.

(b) In the event of damage or destruction to a material portion of the Facilities by reason of fire, storm or other casualty loss that renders the Facilities (or a material portion thereof) untenable, the Commission shall use reasonable efforts to remedy such situation. If notwithstanding such efforts, such damage or destruction is expected to render the Facilities (or a material portion thereof) untenable for a period estimated by an architect selected by the Commission at Manager's request, of at least one hundred eighty (180) days from the date of such fire, storm or other casualty loss, either party may terminate this Agreement upon written notice to the other, provided that in the event the Facilities once again becomes tenable at any time during the Term, this Agreement shall, at the option of Manager, once again become effective and Manager shall manage and operate the Facilities under the terms hereof, except that the Term shall be extended for a period of time in which the Facilities was closed.

Section 17.5 Assignment. Manager acknowledges that the Commission has selected Manager through a competitive bid process and that Manager's reputation was one of the reasons for it being selected. For this reason, Manager may not assign this Agreement without the consent of the Commission, , except that Manager may assign this Agreement to an affiliate, parent, subsidiary or successor of Manager where such assignment is intended to accomplish an

internal corporate purpose of Manager as opposed to materially and substantially altering the method of delivery of services to Commission. Any purported assignment in contravention of this Section shall be void.

Section 17.6 Notices. All notices required or permitted to be given pursuant to this Agreement shall be in writing and delivered personally or sent by registered or certified mail, return receipt requested, or by generally recognized, prepaid, overnight air courier services, to the address and individual set forth below. All such notices to either party shall be deemed to have been provided when delivered, if delivered personally, three (3) days after mailed, if sent by registered or certified mail, or the next business day, if sent by generally recognized, prepaid, overnight air courier services.

If to the Commission:

County Manager
PO Box 1829
Fayetteville, NC 28302

With a copy to:

Cumberland County Manager
PO Box 1829
Fayetteville, NC 28302

If to Manager:

Global Spectrum, L.P., d/b/a Spectra
3601 S. Broad Street
Philadelphia, PA 19148
Attn: Chief Operating Officer

With a copy to:

Comcast Spectacor, L.P.
3601 South Broad Street
Philadelphia, PA 19148-5290
Attn: General Counsel

The designation of the individuals to be so notified and the addresses of such parties set forth above may be changed from time to time by written notice to the other party in the manner set forth above.

Section 17.7 Severability. If a court of competent jurisdiction determines that any term of this Agreement is invalid or unenforceable to any extent under applicable law, the remainder of this Agreement (and the application of this Agreement to other circumstances) shall not be affected thereby, and each remaining term shall be valid and enforceable to the fullest extent permitted by law.

Section 17.8 Entire Agreement. This Agreement (including the exhibits attached hereto) contains the entire agreement between the parties with respect to the subject matter hereof, and supersedes and replaces all prior negotiations, correspondence, conversations, agreements, and understandings concerning the subject matter hereof, including without limitation the Original Agreement, which the parties expressly agree shall terminate on June 30, 2017. Notwithstanding the foregoing, any liabilities accruing under the Original Agreement through June 30, 2017 (such as, for example, the Incentive Fee due Manager through June 30, 2017) shall survive termination of the Original Agreement and continue to be due and owing to Manager by the Commission. The parties agree that no deviation from the terms hereof shall be predicated upon any prior representations, agreements or understandings, whether oral or written.

Section 17.9 Governing Law. The Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of North Carolina, without regard to its conflict of laws principles.

Section 17.10 Amendments. Neither this Agreement nor any of its terms may be changed or modified, waived, or terminated (unless as otherwise provided hereunder) except by an instrument in writing signed by an authorized representative of the party against whom the enforcement of the change, waiver, or termination is sought.

Section 17.11 Waiver; Remedies. No failure or delay by a party hereto to insist on the strict performance of any term of this Agreement, or to exercise any right or remedy consequent to a breach thereof, shall constitute a waiver of any breach or any subsequent breach of such term. No waiver of any breach hereunder shall affect or alter the remaining terms of this Agreement, but each and every term of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof. The remedies provided in this Agreement are cumulative and not exclusive of the remedies provided by law or in equity.

Section 17.12 Relationship of Parties. Manager and Commission acknowledge and agree that they are not joint venturers, partners, or joint owners with respect to the Facilities, and nothing contained in this Agreement shall be construed as creating a partnership, joint venture or similar relationship between Commission and Manager. In operating the Facilities, entering into contracts, accepting reservations for use of the Facilities, and conducting financial transactions for the Facilities, Manager acts on behalf of and as agent for Commission (but subject to the limitations on Manager's authority as set out in this Agreement), with the fiduciary duties required by law of a party acting in such capacity. Manager agrees that it is not entitled to, and will not take, any tax position that is inconsistent with Manager being a service provider to the County for the Facility.

Section 17.13 No Third Party Beneficiaries. There are no intended third party beneficiaries under this Agreement, and no third party shall have any rights or make any claims hereunder, it being intended that solely the parties hereto shall have rights and may make claims hereunder.

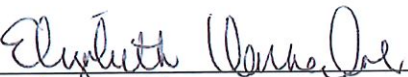
Section 17.14 Limitation on Damages. In no event shall either party be liable or responsible for any consequential, indirect, incidental, punitive, or special damages (including, without limitation, lost profits) whether based upon breach of contract or warranty, negligence, strict tort liability or otherwise, and each party's liability for damages or losses hereunder shall be strictly limited to direct damages that are actually incurred by the other party, provided that the foregoing shall not limit or restrict any claim by Manager for the management fees described herein upon a breach or default of this Agreement by Commission.

Section 17.15 Counterparts; Facsimile and Electronic Signatures. This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same document.

[Remainder of page intentionally left blank]

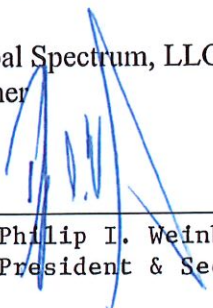
IN WITNESS WHEREOF, each party hereto has caused this Management Agreement to be executed on behalf of such party by an authorized representative as of the date first set forth above.

CUMBERLAND COUNTY CIVIC
CENTER COMMISSION

By: 
Name: Elizabeth Varne-Joe
Its: chair

GLOBAL SPECTRUM, L.P.
d/b/a Spectra

By: Global Spectrum, LLC., its general
partner

By: 
Name: Philip I. Weinberg
Its: President & Secretary

CUMBERLAND COUNTY

By: 
Its:

THIS INSTRUMENT HAS BEEN PRE-AUDITED
IN THE MANNER REQUIRED BY THE LOCAL
GOVERNMENT BUDGET AND FISCAL CON-
TROL ACT.


FINANCE DIRECTOR

APPROVED FOR LEGAL SUFFICIENCY

BY: 
County Attorney's Office

Cumberland County
Contract No: 2017315

EXHIBIT A MANAGER DUTIES

Manager's obligations under the Agreement shall consist of the following obligations, all of which are subject to the terms hereof and the controls and restrictions in the Operations Manual:

(a) Manage all aspects of the Facilities in accordance with the Operations Manual and the terms of this Agreement, including but not limited to managing purchasing, payroll, fire prevention, security, crowd control, routine repairs, preventative maintenance, janitorial services, promotions, advertising, energy conservation, security, box office, admission procedures, parking (if applicable), and general user services.

(b) Establish and adjust prices, rates and rate schedules for user, license, concessions, occupancy, and advertising agreements, and booking commitments. Manager may deviate from the established rate schedule when entering into any such agreements if determined by Manager, using its reasonable business judgment, to be necessary or appropriate with respect to the specific situation.

(c) Procure, negotiate, execute, administer and assure compliance with Service Contracts, Revenue Generating Contracts, and other contracts related to the operation of the Facilities.

(d) Require that all material vendors and licensees of the Facilities execute vendor/license agreements containing standard indemnification and insurance obligations on the part of each such vendor/licensee.

(e) Provide standard form advertising and sponsorship contracts and user/rental agreements for use at or with respect to the Facilities. Manager shall submit such form agreements to the Commission for review and comment, and the parties shall work together to finalize such forms. Once finalized, Manager shall use such forms in furtherance of its duties hereunder, and shall not materially deviate from the terms contained in such forms without obtaining the prior approval of the Commission (which shall not be unreasonably withheld). Manager's sole responsibility with regard to providing legal advice or assistance hereunder shall be to provide such standard form contracts.

(f) Operate and maintain the Facilities, including the equipment utilized in connection with its operation and any improvements made during the term of this Agreement, in the condition received, normal wear and tear excepted.

(g) Arrange for and otherwise book events at the Facilities in accordance with a booking schedule to be developed by Manager.

(h) Hire or otherwise engage, pay, supervise, and direct all personnel Manager deems necessary for the operation of the Facilities in accordance with Article 6 of the

Agreement, and conduct staff planning, retention and training programs as determined to be necessary by Manager in its sole discretion.

(i) Maintain detailed, accurate and complete financial and other records of all its activities under this Agreement in accordance with generally accepted accounting principles, which records shall be made available to the Commission upon request, in accordance with Section 10.1 of the Agreement.

(j) Submit to the Commission in a timely manner financial and other reports detailing Manager's activities in connection with the Facilities, as set forth in Section 10.2 of the Agreement.

(k) Prepare a proposed annual Operating Budget and submit such proposed budget to the Commission, both in accordance with Article 7 of the Agreement.

(l) Pay all Operating Expenses and other expenses incurred in connection with the operation, maintenance, supervision and management of the Facilities from the Operating Account or with funds otherwise made available by the Commission.

(m) Secure, or assist the Commission (or any other third party, as applicable) to secure, all licenses and permits necessary for the operation and use of the Facilities for the specific events to be held therein, and for the general occupancy of the Facilities, including without limitation all necessary food and liquor licenses, and renewals thereof. The Commission shall cooperate in this process to the extent reasonably required. All costs associated with this process shall be Operating Expenses.

(n) Collect, deposit and hold in escrow in the Event Account any ticket sale revenues which it receives in the contemplation of or arising from an event pending the completion of the event, as more fully described in Section 8.1 of the Agreement.

(o) Collect in a timely manner and deposit in the Operating Account all Revenue, as more fully described in Section 8.2 of the Agreement.

(p) Subject to the Commission making available sufficient funds in a timely manner, pay all Taxes.

(q) Plan, prepare, implement, coordinate and supervise all public relations and other promotional programs for the Facilities.

(r) Prepare, maintain and implement on a regular basis, subject to the Commission's approval, a Marketing Plan for the Facilities.

(s) Manage and oversee the sale of Commercial Rights at or in connection with the Facilities.

(t) On an annual basis, cause a written inventory to be taken of all furniture, fixtures, office equipment, supplies, tools and vehicles at the Facilities, and deliver a written report of the foregoing to Commission. Manager shall document all major damage to, or loss in, such inventory during the Term as soon as such damage or loss is discovered by Manager, and Manager shall promptly notify Commission of any such damage or loss.

(u) Purchase, on behalf of the Commission and with Commission funds, and maintain during the Term, all materials, tools, machinery, equipment and supplies necessary for the operation of the Facilities.

(v) As agent for the Commission, manage risk management and Facilities insurance needs (not including property insurance, which shall be maintained by the Commission), as more fully described in Article 15 of the Agreement.

(w) Make and be responsible for all routine and minor repairs, maintenance, preventative maintenance, and equipment servicing. Manager shall be responsible for ensuring that all repairs, replacements, and maintenance shall be of a quality and class at least equal to that of the item being repaired, replaced or maintained. Any replacement of an item in inventory, or any new item added to the inventory, which is paid for by the Commission, shall be deemed the property of the Commission.

(x) Cause such other acts and things to be done with respect to the Facilities, as determined by Manager in its reasonable discretion to be necessary for the management and operation of the Facilities following the Effective Date.

EXHIBIT B INSURANCE

- At all times during this Agreement, Manager shall:

(a) maintain commercial general liability insurance, including products and completed operations, bodily injury and property damage liability, contractual liability, independent contractors' liability and personal and advertising injury liability against claims occurring on, in, or about the Facilities, or otherwise arising under this Agreement;

(b) maintain umbrella or excess liability insurance;

(c) maintain commercial automobile liability insurance, including coverage for the operation of owned, leased, hired and non-owned vehicles;

(d) maintain appropriate workers compensation and employer's liability insurance as shall be required by and be in conformance with the laws of the State of North Carolina; and

(e) maintain professional liability insurance and self-insured employment practices liability coverage;

- Such liability insurance shall be maintained in the following minimum amounts throughout the Term:

Commercial General Liability

\$1,000,000 per occurrence

\$1,000,000 personal and advertising injury

\$1,000,000 products-completed operations aggregate

Automobile Liability

\$1,000,000 per accident (PI and PD combined single limit)

\$1,000,000 uninsured/underinsured motorist

Umbrella or Excess Liability

\$5,000,000 per occurrence and aggregate

Workers Compensation

Workers Compensation: Statutory

Employer's Liability: \$100,000 each accident-bodily injury by accident

\$500,000 policy limit-bodily injury by disease

\$100,000 each employee-bodily injury by disease

Professional Liability/Errors & Omissions (Claims Made)

\$1,000,000 each occurrence/aggregate

Policy is to include:

- Entity Coverage

Crime Insurance

Coverage on all on-site Manager employees. Limit: \$500,000.00

AMENDMENT TO MANAGEMENT AGREEMENT

This Amendment to Management Agreement (this "**Amendment**") is entered into as of _____, 2021 between Cumberland County Civic Center Commission, a body corporate created by the North Carolina General Assembly through the enactment of S.L. 1965-360, S.L. 1984-983 and S.L. 1991-27 ("**Commission**"); Cumberland County, a body corporate and a political subdivision of the State of North Carolina ("**County**"); and Global Spectrum, LP, a Delaware limited partnership doing business as Spectra Venue Management ("**Manager**").

WHEREAS, Commission, County and Manager are parties to a certain Management Agreement, dated July 1, 2017 ("**Agreement**"), pursuant to which the Commission and County engaged Manager to manage and operate the Cumberland County Civic Center, a multi-purpose facility in Fayetteville, North Carolina, consisting of a 4,500 seat arena, a 2,500 seat theatre, a ballroom seating 650, a 60,000 square foot expo center and a 10,000 seat coliseum (collectively, the "**Facilities**")

WHEREAS, the Commission, County and Manager now desire to amend the Agreement as more fully set forth herein..

NOW, THEREFORE, in consideration of the mutual covenants and premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, do hereby agree as follows:

1. Capitalized terms used in this Amendment and not otherwise defined in this Amendment shall have the meaning given to such terms in the Agreement.
2. The definition of Capital Expenditure in the Agreement is hereby amended to be consistent with the definition of capital expenditure in the County's Financial Policies (which the County shall provide to Manager upon execution hereof and upon any changes thereto), provided that if such change in definition results in an increase in Operating Expenses, such change shall not take effect until the next Operating Year so that the parties can anticipate such change in developing the Operating Budget for such year.
3. The parties agree that the Initial Term shall be extended to end on June 30, 2027, following which the Commission shall have the right to extend the Term an additional five (5) years, to end on June 30, 2032. To effectuate such change, Section 3(a) of the Agreement shall be amended to read as follows:

"Term. The initial term of this Agreement (the "**Initial Term**") shall begin on the Effective Date and shall expire on June 30, 2027. The Commission, in its discretion, shall have the right to extend the Initial Term for an additional period of five (5) years, to end on June 30, 2032, by providing written notice of such extension to Manager no later than March 31, 2027. The Initial Term plus any such extension is referred to herein as the "**Term**"."

4. The Fixed Management Fee for the Operating Year commencing July 1, 2022 shall be Ninety Nine Thousand Dollars (\$99,000). Commencing on July 1, 2023, the Fixed Management Fee shall be increased over the Fixed Management Fee from the previous Operating Year in accordance with the percentage increase in the CPI over the previous twelve (12) month period Year (i.e., the difference, expressed as a percentage, between the value of the CPI published most recently prior to the commencement of the preceding Operating Year and the value of the CPI published most recently prior to the commencement of the Operating Year for which the CPI adjustment will apply).

5. Manager shall contribute one hundred thousand dollars (\$100,000) to the Facility by September 1, 2022; an additional one hundred thousand dollars (\$100,000) to the Facility by September 1, 2023; and, if the Commission extends the Term of the Agreement to June 30, 2032, an additional one hundred thousand dollars (\$100,000) by September 1, 2027 (collectively, the "Additional Contributions"). The Additional Contributions shall be used for mutually agreed improvements or equipment designed to increase Revenue generated at the Facilities. Once identified, the specific equipment and other related tangible personal property to be purchased with the Additional Contributions shall be set forth in a writing to be signed by the parties and updated by the parties from time to time as necessary to reflect any replacements or substitutions thereof. All equipment and improvements purchased with the Additional Contributions shall be owned by the County upon installation thereof. Each of the Additional Contributions shall be amortized on a straight-line monthly basis from the date on which the Additional Contributions are made through June 30, 2032. Upon the expiration or termination (for any reason whatsoever, including without limitation if due to a breach, default or bankruptcy event by or affecting Manager of the Commission's election not to renew this Agreement following the Initial Term) of this Agreement, the Commission and County shall immediately pay to Manager the unamortized amount of the Additional Contributions.

For the sake of clarity, the Original Contribution Unamortized Amount and New Contribution (as such terms are defined in Section 12.2 of the Agreement) shall continue to amortize pursuant to the terms of Section 12.2 of the Agreement and, as provided in such section, the unamortized portion of such contributions shall be paid to Manager upon a termination of the Agreement for any reason prior to June 30, 2027.

6. In the event the any of the individual venues that make up the Cumberland County Civic Center are closed or repurposed in any material way, or if the County commences to develop any new or replacement facilities, Manager shall have the right to require the County and Commission to negotiate in good faith with Manager for appropriate changes to the Agreement to ensure that Manager's anticipated fees under the Agreement are not negatively impacted.

7. All references to the Agreement in the Agreement or in any other document referencing the Agreement shall be deemed to refer to the Agreement as amended hereby. Except for the modifications set forth above, all of the provisions of the Agreement shall remain unmodified and in full force and effect.

8. This Amendment shall be governed by and construed in accordance with

the laws of the State of North Carolina, without regard to conflicts of law.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the date first set forth above.

**CUMBERLAND COUNTY CIVIC
CENTER COMMISSION**

GLOBAL SPECTRUM, L.P.

d/b/a Spectra Venue Management

By: Global Spectrum, LLC., its general
partner

By: _____
Name:
Its:

By: _____
Name:
Its:

CUMBERLAND COUNTY

By: _____
Name:
Its:

[Signature Page to Amendment to Management Agreement for Cumberland County Civic Center]



DEPARTMENT OF PUBLIC HEALTH

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF OCTOBER 18, 2021

TO: BOARD OF COUNTY COMMISSIONERS

FROM: DR. JENNIFER GREEN, PUBLIC HEALTH DIRECTOR

DATE: 10/15/2021

SUBJECT: PUBLIC HEALTH BILLING GUIDE UPDATES

BACKGROUND

The Billing Guide provides detailed billing information for each program offered by the Health Department. The guidelines are in compliance with requirements from NC Department of Public Health, NC Department of Health and Human Services, Division of Medical Assistance and Centers for Medicaid and Medicare Services. The revised version includes the following changes effective October 18, 2021:

- PG 8: County of residence is no longer required for Women, Infants, and Children (WIC). NC DHHS no longer requires individuals to be a resident of the county in which services are received
- PG 10, 11, 13, and 14: United Healthcare, Tricare East, and Medcost are added throughout the manual as health plans CCDPH contracts with
- PG 18: The following have been added as income sources to determine eligibility for a sliding fee scale
 - Income taxes – adjusted gross income
 - Bank statements (only if it shows monthly deposits of income)
 - Patients in the Family Planning Clinic can self-declare income for individuals that are school age and 22 and under with college ID or proof of registration

The Board of Health approved the Billing Guide updates at their meeting on September 21, 2021.

All patients with scheduled appointments will be notified immediately of the Billing Guide updates. Patients requesting appointments will be informed of our proof of income policy change prior to scheduling an appointment. In addition, public notices will be posted in the clinics and at patient registration.

RECOMMENDATION / PROPOSED ACTION

At the October 14, 2021 Agenda Session, the Board approved forwarding the following action to the Board of Commissioner's October 18, 2021 Meeting:

Approve the Public Health Billing Guide Updates

ATTACHMENTS:

Description	Type
Billing Guide	Backup Material

Cumberland County
Department of Public Health
BILLING GUIDE

Effective 10/4/2021- Proposed

Billing & Collection Policies
Program Information
Sliding Fee Scales
Service Fee Schedule

Approved by the Cumberland County
Department of Public Health Board -

Approved by the Cumberland County Board of
Commissioners -



Table of Contents

Introduction	3
Fees	
• Fee Setting	3
• Fees	4-5
• Payment by Third Party and Patient	5-6
Account Collections and Delinquent Accounts	6-7
Refunds	7
Residency Requirements for Services	8
Breast & Cervical Cancer Control Program (BCCCP & Wisewoman)	9
Family Planning Clinic	10
Immunizations	11
Epidemiology Clinic (EPI)	12
Child Health Clinic	13
Maternal Health Clinic	14
STD Clinic	15
Women, Infants & Children (WIC)	15
Guidelines for the Sliding Fee Scale	16
Guideline for Household Eligibility	17
Income Sources Accepted and Excluded	18
Income Verification	19
(Appendix 1) Family Planning Sliding Fee Scale	20
(Appendix 2) Sliding Fee Scale all other clinics	21
(Appendix 3) Medical Records Fee's	22
(Appendix 4) Environmental Health Services	23

Introduction

North Carolina Law¹ allows a local health department to charge fees for services if:

1. Service fees are based on a plan recommended by the Health Director. The fees are set based on the cost of providing each service. This plan is approved by the Board of Health and the County Commissioners.
2. The health department does not provide the service as an agent of the state.
3. The fees are not against the law in any way.

The State requires health departments to provide certain services, and no one may be denied these services. Fees are necessary to help cover the costs associated with providing the required and recommended services to our community. Fees are a means to help distribute services to citizens of the county and help finance and extend public health resources as government funding cannot support the full cost of providing all requested services in addition to required services. We strive to set the fees to reflect the real cost of providing the services. Patients requesting program services are not required to apply for Medicaid.

Fee Setting

In accordance with G.S. 130-A-39(g), which allows local health departments to implement fees for services rendered, the Cumberland County Health Department, with the approval of the Cumberland County Board of Health and the Cumberland Commissioners will implement specific fees for services and seek reimbursement. Specific methods used in seeking reimbursement will be through third-party coverage, including Medicaid, Medicare, private insurance, and individual patient pay. The agency will adhere to billing procedures, as specified by Program/State regulations in seeking reimbursement for services provided.

Program reviews and committee meetings comprised of all disciplines will meet, within the Health Department, as necessary to determine the cost of providing services and discuss the “setting of rates”, for the services provided. The following procedures define the methods used for setting rates:

1. The “Medicaid Cost Analysis” provided by the Office of Medicaid Reimbursement will be utilized to compare how much it costs the Health Department to provide a service. The Medicaid Cost Study is performed annually in all Health Departments. The actual results are in this document and shared with each County. The cost of providing services is compared throughout the State, from one Health Department to another. This information gives a realistic figure to work with and compares cost to perform a service to all other counties within the State.

¹ North Carolina General Statute 130A-39(g)

2. The “Office of Medicaid Reimbursement” issues their reimbursement rates, usually in January of each year. These rates will be used as a baseline when comparing to other third parties.
3. Medicare, surrounding community rates (ex: community physician rates, local labs, hospital rates, etc.), including a comparison of surrounding counties’ Health Department fees are also contributing factors in determining rates.

Once the above information has been reviewed and discussed with the Health Department staff, fees will be taken to the Board of Health and Board of County Commissioners for their discussion and final approval. Once approval has been received, the appropriate fees are set and will be maintained in the Health Department, noted as the approved “schedule of charges”. Board approvals (Health and County Commissioners) will be reflected in the respective minutes.

Fees

General Information

The Health Department charges and collects fees for most of its services.

- All fees are the responsibility of the patient or responsible party.
- We accept cash, major credit cards, debit cards and personal checks for payment of all fees.
- Full payment is expected at the time of service.
- Patients will be informed of the account status at each visit.
- Patients will be provided with an itemized statement at each visit.
- An itemized receipt will be provided to patients at the time of payment.
- Under some conditions, based on patient need, we can set up payment plans.
- Donations are accepted but not solicited. Donations received will be applied and used to provide services to patients enrolled in the specific program requested by the donor.

The Department of Health provides some services at no cost to the patient. (There may be eligibility requirements.) Some examples are:

- WIC nutritional support services
- Certain Immunizations for Children

- Health Education Services
- Tuberculosis (TB) screening and treatment support
- Sexually Transmitted Disease (STD) testing and treatment
- Contagious disease investigations

We may bill Medicaid, Medicare or insurance for these services. There may be separate fees, either for the patient or a third-party payer, for medications, supplies, lab services, X-rays, and/or other medically related services.

Payment by a “Third Party” – Medicaid, Medicare and Insurance

- State rules require the Department of Health to bill participating third-party payers for the services we provide. The current participating providers are:
 - Medicaid
 - Medicare
 - NC Health Choice
 - Blue Cross Blue Shield of NC
- As a courtesy to our patients, we may bill non-participating third-party payers for medical services provided. The patient is ultimately responsible for any uncovered charges (i.e., co-pays, out-of-network fees and deductibles).
- Patients who have health insurance must show a valid insurance card when they come for their medical appointment.
- If the patient is assigned to a Primary Care Manager outside of the Cumberland County Dept. of Public Health, they may be required to see the assigned provider. If the Insurance card reads PPO, PCP, HMO the patient is assigned to a provider outside of the Health Department. Depending on the clinic, we may recommend the patient go to the assigned provider to avoid being charged at 100% for services.

EXCEPTION: Family Planning and STD patients.

Payment by Patient

- The patient is responsible for paying charges that are not covered by third-party payers—(insurance plans, including Medicaid and Medicare).
- The patient pays any insurance co-pay amount at the time of services.
- The Department of Health mails a statement to the patient monthly to patients who have a balance. The balance is due within 30 days.

- Any patient who has a balance over 60 days will then have that balance identified for submission to the NC Department of Revenue's Debt Set-off Program.
- Payment plans are available for patients who have good cause for this service.
- Patients with low income may qualify for a reduced fee; based on a **sliding fee scale** for certain services (see Appendix 1 and Appendix 2).
- Credit card payments are accepted over the phone.
- Any patient who presents with extraordinary circumstances who cannot make a payment will be assessed on a case-by-case basis by the Health Department Director or assigned agent.

EXCEPTION: Any Family Planning patient is to pay the lesser of the amount owed either the co-pay or the services based on the sliding scale.

Account Collections and Delinquent Accounts

Payment for Services

Patients are expected to make payment at the time they receive services, and/or to provide up-to-date information regarding their third-party insurance, Medicare or Medicaid coverage.

Payments Accepted

- Cash
- Credit Cards (MasterCard, Visa, American Express, and Discover)
- Debit Cards – they must have a logo for the above credit cards
- Personal Checks
- Business Checks for business transactions only
- Money Orders
- Cashier Checks
- Monetary donations are accepted and can be applied to an account balance upon request. Donations are not required for any service.

Collection of Monies Owed

If payment for a service is not made in full on the date of the service, the Department of Health may use the following methods to pursue collection of the patient's account:

- Monthly Statements if confidentiality is not jeopardized.
- Past Due Notices

- NC Local Government Debt Setoff Clearinghouse² (deduction from a patient's tax refund or lottery winnings), this is administered through the NC Department of Revenue.

Delinquent Accounts

- We consider an account delinquent if a payment balance is still due 60 days after the charge activity or after the most recent payment made (whichever is last).
- Delinquent accounts are subject to collection through the North Carolina Debt Setoff Program for local governments.

Service Consequence for Patient with Delinquent Account

Unless state and federal program rules prohibit restricting or denying services, persons who have a delinquent account may be:

- Required to pay fees before they can receive more services.
EXCEPTION: Family Planning, Communicable Disease, Child Health and Maternal Health patients will not be denied services because of the inability to pay for services. Patients with Medicaid coverage will not be denied services if they have an unpaid self-pay balance.

Failed Collections

The Department of Health reviews accounts annually for bad debt status. If no further collections are anticipated, the Billing Manager will decide if there are amounts to be written off as bad debt for accounting purposes only.

- Debts written off are still subject to collection.
- At no time will a patient be notified that the account has been written off as a bad debt.
- If a debt is written off for accounting purposes, and later a payment is received, this payment is accepted and properly credited to the patient's account.

Refunds

If a patient or other third-party payer has overpaid, the credit balance is either

- Applied to future charges, or
- Refunded to the payer within thirty (30) days of discovery.

For Environmental Health refund policy, see program specific information.

² Ref: NCGS 105A-1 et seq.

Residency Requirements for Services

Most health services at the Cumberland County Health Department are available only to person who are residents of Cumberland County. Although there are some services that the state requires that we provide to persons regardless of their county of residence.

MUST be Cumberland County Residents	County Residency Not Required
<ul style="list-style-type: none">• Child Health	<ul style="list-style-type: none">• Communicable Diseases – (STD's and TB)
<ul style="list-style-type: none">• Environmental Health	<ul style="list-style-type: none">• Immunizations
<ul style="list-style-type: none">• Health Education	<ul style="list-style-type: none">• Refugee Health Screening & Immunizations
<ul style="list-style-type: none">• Maternal Health	<ul style="list-style-type: none">• Family Planning
	<ul style="list-style-type: none">• Breast & Cervical Cancer Control
	<ul style="list-style-type: none">• Women, Infants & Children (WIC)

Proof of Residency:

- Proof of Cumberland County residency is required for all new patients and at the yearly income assessment review.
- Patients are required to report any change of address.
- Documentation of residency may include:
 - Government issues ID (such as a driver's license)
 - Utility bill
 - Rent or mortgage statement
 - Collateral Statement completed by a non-relative
- We may make exceptions about documentation for homeless individuals who reside in Cumberland County.
- Patients who move out of Cumberland County have thirty (30) days to obtain another provider. During these 30 days, they may continue to receive services at the Cumberland County Department of Public Health.

Breast and Cervical Cancer Control Program (BCCCP and WISEWOMAN PROGRAM)

Who is eligible for BCCCP?

- Women who are 21 to 64 years old

What can you do for me?

- We provide screening for breast and cervical cancer for uninsured or underinsured women. The services provided include Pap smear and pelvic exam, clinical breast exam, health history, breast self-examination education, mammogram referrals, physical exam with lab work, education and counseling, and referrals for limited diagnostic procedures.

Is there a fee?

- No, the women's family must have an annual gross income at or below 250% of the Federal Poverty Income level. (See Sliding Fee Scale – Appendix 1)
- The following persons are included as part of the family unit when determining income eligibility:
 1. The client
 2. The spouse of the client
 3. All children under the age of 18 years of age, including stepchildren who live in the home.

Is there a residency requirement? Yes. Patients must be residents of North Carolina.

How do I schedule an appointment? Call 910-433-3600, ext. 1.

FAMILY PLANNING:

Who is eligible for Family Planning?

- All female who are of childbearing age. Patients are not required to accept Family Planning services as a prerequisite to be eligible for other Health Department services. Priority for Family Planning services is to patients from low-income families.

What services do you provide? Physical exams and pap smears, birth control education and counseling, family planning method problem assessment, and insertion and removal of Long-Acting Reversible Contraceptives. Birth control methods provided include: Birth Control pill, Depo Provera, Ortho Evra, NuvaRing, Nexplanon, Mirena IUD, Paragard IUD, Skyla IUD, Condoms, counseling for Natural Family Planning and referral for sterilization.

Is there a fee? Yes, based on the services requested and the client's income and family size. Patients whose documented income is at or below 100% of the Federal Poverty Level will not be charged but the agency is required to bill all third parties authorized or legally obligated to pay for services. – Please see Family Planning Sliding Fee Scale, Appendix 1.

How is the fee paid?

- Full payment, co-payment, or sliding scale percentage is due at the time-of-service delivery.
- The Cumberland County Health Department currently contracts with Medicaid, Medicare, and Blue Cross Blue Shield, United Healthcare, Tricare East and Medcost.
- As a courtesy, we will bill your insurance provider, but we cannot guarantee payment. The Client is responsible for uncovered services.
- No Family Planning patient will be turned away. If your insurance is not accepted at the Health Department, we can assess your income based on the Family Planning Sliding Fee Scale. (Appendix 1).
- Proof of income is required in Family Planning.
- Clients presenting with third party health insurance where copayments are required shall be subject to collection of the required copayment at the time of service. For Family Planning (Title X) clients, the copay may not exceed the amount they would have paid for services based on the sliding fee scale.
- Clients who do not want to receive an Explanation of Benefits (EOB) from their insurance carrier at home can make the election for their insurance to not be billed. The visit would then be charged to the patient responsibility based on the Family Planning Sliding Scale.

Is there a sliding fee scale? Yes, See Appendix 1 – Family Planning Sliding Fee Scale.

Can I come to Family Planning and the services are confidential?

- Yes, teens and other family planning clients will have added privacy by requesting that no mailings are sent to their residence, and that no appointment reminders are left on their voicemail. For clients requesting confidentiality, they will be considered a family unit of one when utilizing the Family Planning Sliding Fee Scale.
- **How Do I schedule an appointment?** Call 910-433-3600, ext. 1 for an appt.

Immunizations

Is there a fee?

- There are fees for almost all adult and child immunizations.
- State Supplied Vaccines are available at no charge to those who qualify.
- Contact our Immunizations Clinic staff for details on State Supplied Vaccines.
- Payment will be required for overseas vaccinations.
- \$3.00 co-pay will be charged for all adult immunizations per the Department of Public Health.

How is the fee paid?

- For clients who have Medicaid, Medicare, BCBS, United Healthcare, Tricare and Medcost we will file the insurance claim. If there is any unpaid balance (non-covered, deductible, out-of-network charges) we will send a statement.
- For all other insurance carriers, we will file the claim, but the client is expected to pay for the vaccination up front. If the insurance claim is paid, the Cumberland County Health Department will reimburse the client within 30 days of receiving payment from the carrier.
- All co-pays are due at the time of the vaccination.
- If a client does not have insurance, the fees are due at the time of the vaccinations.

Is there a sliding fee scale for vaccinations? No.

International Immunizations – are provided to anyone requesting international immunizations for travel purposes. The patient is required to pay for these vaccines prior to the service being rendered.

Is there a residency requirement?

- No

What are your hours of operation?

- Monday – Friday, 8 a.m. to 5 p.m., with additional hours on Tuesday from 5 p.m. to 7 p.m.

Epidemiology Clinic (EPI)

What does the Epidemiology Clinic do?

- We provide screenings for reportable communicable diseases.
- The services we provide include medication for the prevention and treatment of tuberculosis and other communicable diseases; disease investigations; education to patients and our community (upon request); and screenings for refugees.

Is there a fee?

- There are client fees for routine TB skin tests (or test waivers) for reasons such as employment or school admissions. Currently, the fee is \$13.00.
- There are not client fees for routine TB control services.
- Client fees may be associated with non-routine TB testing (i.e., T-SPOT that is only available to certain clients).

How is the fee paid?

- Full payment is the responsibility of the client or the client's guardian at the time of delivery.
- We may be able to bill Medicaid for TB-control services.

Is there a sliding fee scale?

- No.

Is there a residency requirement?

- No, All local Health Departments in North Carolina coordinate TB prevention and control efforts in their county. To better ensure continuity of care, out-of-county residents are encouraged to work with their local county health departments. We will be happy to assist clients in contacting their local health departments to arrange for needed TB services.

Contact Phone Number is: 910-433-3638

Child Health

Who is eligible for Child Health?

- All Children from ages birth through 20 years old who reside in Cumberland County.

What services do you provide?

- Well Child Care
- Sick Visits (Call daily to schedule an appointment) 910-433-3600, ext. 1
- Dental Screenings
- Health Check and Health Choice Preventative Health Care examinations
- Developmental Screenings
- Kindergarten Physicals
- Head Start Physicals
- School Physicals
- Lead Screenings
- Sports and Camp Physicals
- Hearing/Vision Screenings
- Immunizations

Is there a fee?

- Yes, based on the service provided and the client's income (see sliding fee scale Appendix 2).

How is the fee paid?

- Full payment, co-pay or sliding scale percentage is due at the time of service.
- The Cumberland County Health Department currently contracts with Medicaid, Blue Cross Blue Shield, United Healthcare, Tricare East and Medcost. If your card has PPO, PCP or HMO, it is recommended that you see your assigned provider for services. If you choose not to see your assigned provider, you may be charged for your visit.
- As a courtesy, we will bill your insurance provider, but we cannot guarantee payment. The client is responsible for all uncovered services.

Is there a sliding fee scale? Yes, See Appendix 2.

How do I schedule an appointment? Call 910-433-3600, ext. 1

Maternal Health Clinic

Who is eligible for Pregnancy Care Management?

- All pregnant female citizens of Cumberland County.

What services do you provide?

- We provide prenatal care to women to increase the chances of delivering a healthy infant. The services include prenatal care, delivery, high-risk OB care, and lab services.

Is there a fee?

- Yes, based on the services and the client's income and family size. Please see Sliding Fee Scale, Appendix 2.

How is the fee paid?

- Full payment, co-payment, or sliding scale percentage is due at the time-of-service delivery.
- The Cumberland County Health Department currently contracts with Medicaid, Medicare, BCBS, United Healthcare, Tricare East and Medcost.
- As a courtesy, we will bill your insurance provider, but we cannot guarantee payment. The client is responsible for all uncovered services.
- **Is there a sliding fee scale?**
- Yes, See Appendix 2

How Do I schedule an appointment?

- To schedule an appointment call 910-433-3600, ext. 1.

Sexually Transmitted Diseases (STD/HIV)

Do you have to be a resident of Cumberland County to receive STD services?

- No, this clinic is available to anyone who needs services.

What services do you provide?

- The STD Clinic provides services to anyone interested in screening, diagnosis, treatment and counseling for sexually transmitted diseases and HIV.

Is there a fee?

- HIV/AIDS testing and counseling are free.
- Screening, treatment, and counseling for gonorrhea, chlamydia, syphilis, and other STDs are also free.
- We may bill Medicaid, where appropriate. We also bill private insurance with patient's consent.

Can I come to the STD Clinic and the services are confidential?

- Yes, all services are confidential.

How Do I schedule an appointment?

- It is strongly encouraged to schedule an appointment by calling 910-433-3848.
- Walk-in appointments are accepted, but clients should know that the wait times will be significantly longer than if they schedule an appointment.

Women, Infants & Children (WIC)/Nutrition 910-433-3730

This program provides nutrition education and health foods to pregnant, postpartum, and breastfeeding women, infants and children up to age five. Participants must meet income and medical/nutritional risk eligibility requirements.

WIC participants receive nutrition education, supplemental foods, breastfeeding promotion/support, and referrals to community and health agencies to improve their diets and reduce their chances of health problems caused by poor nutrition.

Please refer to the Cumberland County WIC Web page for more information

<http://www.co.cumberland.nc.us/health/services/wic.aspx>

Guidelines for Determining Eligibility for Sliding Fee Scale

How does the Sliding Scale work?

- Annually clients must show proof of income and family size. If income is given in one clinic, it will be used in all clinics that the patient utilizes. Patients do not need to re-verify income for each clinic.
- Staff will use this information to determine what percent of fees a client must pay. *See Appendix 1- Sliding Fee Scale for Family Planning or Appendix 2 for all other applicable clinics at the Health Department.*
- If income cannot be confirmed at the time of screening, or if a client declines to provide information to verify employment, the charge for services will be at 100% pay.
- If proof of income is received later, retroactive adjustments are limited to charges within the past 15 days.
- If clients report false information, they will no longer be allowed to use the sliding scale, except for Family Planning service fees.
- Eligibility for reduced fees will be re-checked:
 - anytime the client's income and household size changes: and/or
 - Every 12 months.

Which Cumberland County Health Department Services offer a Sliding Scale Fee?

- Child Health- includes Immunizations received in clinic
- Family Planning- includes Immunizations received in clinic
- Maternal Health- includes Immunizations received in clinic

What Programs do not offer a Sliding Scale discount?

- Epidemiology Clinic (Free to all patients)
- Environmental Health
- Immunizations (unless received during visit in Child Health, Family Planning or Maternal Health Clinics)
- Medical Records

Who is considered a member of the “family” for determining eligibility?

1. **Family:** A family of two or more is defined as a group of persons related by birth, marriage, adoption, or a defined dependent relationship, who live together in a household. Persons are considered members of a “family” when their production of income and consumption of goods are related.
 - A client with no income must be considered part of the larger family unit that is providing support to the client.
 - A pregnant woman is counted as two in determining a family size.
 - Groups of persons living in the same house with other people may be considered a separate family unit. For example, if two sisters and their children live in the same house and both work and support their own children, they would be considered two separate households.
2. **Dependent Status:** Dependent household members are defined as those persons for whom the head of household:
 - has a legal responsibility to support, or
 - has voluntarily extended support

These relationships are usually defined as legal adoptions and guardianships. Guardianship status must be supported by court documents defining the guardian relationship/responsibility.

Exceptions:

- A foster child assigned by DSS shall always be considered a family of one.
 - Teens and others requesting confidential Family Planning Services will have their income assessed as a family of one.
3. **Family/Household Income:** Dollar amounts represent gross monthly income, the total cash receipts before taxes, from all sources. This is the total of all household income from each “counted” family member.

4. **Income Sources:** All income from full or part time employment, produced by all dependents, must be declared as part of the household income. Income sources include:
- Salaries, wages, commissions, and tips
 - Overtime pay
 - Earnings from self-employment (deduct business expenses, except depreciation)
 - Interest income/dividends (Stocks, bonds, savings accounts, rentals, etc.)
 - All investment and rental income
 - Public assistance money (AFDC)
 - Unemployment benefits
 - Worker's compensation
 - Alimony and child support (child support is not counted in Family Planning)
 - Disability
 - Military allotments (including re-enlistment bonuses, jump pay, (based on average)
 - Social Security benefits
 - Student grants/stipends paid to the student for living expenses
 - Retirement and pension pay
 - VA benefits
 - Christmas bonuses, prize winnings
 - Regular contributions from individuals not living in the household
 - Insurance and annuity plans
 - Income taxes – adjusted gross Income
 - Bank statements only if shows monthly deposit of income (SSI for example) – not regular pay (need gross income for that).
 - Family Planning Clinic – self declare only for school age and 22 & under w/ college ID or proof of registration.
 - Gaming proceeds
 - And any other income not represented here that contributes to the household consumption of goods. This list is not all-inclusive.

Exclusions:

- Military Housing benefits (on base or off base)
- Inheritance
- Life insurance
- School financial aid
- One-time settlements
- Payments to volunteers under Title I and Title II (RSVP, foster grandparents, and others) of the Domestic Volunteer Service Act of 1973
- Payments received under the Job Training Partnership Act
- Payments under the Low-Income Energy Assistance Act
- Value of assistance to children or families under the National School lunch Act, the Child Nutrition Act of 1966
- Food Stamps
- Child Support in Family Planning Clinic – Title X policy.

5. **Income Verification:** We require income verification before a client can be eligible for a sliding scale discount. Any one of the following is acceptable for verification:

- Current pay stubs
- Income verification form – signed by the client’s employer
- Most recent calendar year tax return. The entire return must be presented. – **USE ADJUSTED GROSS INCOME**
- W-2 form
- Unemployment letter
- Award letter from Social Security Office, VA or Railroad Retirement Board – current year.

****Any situation that is not within these policies and procedures will be assessed on a case-by-case basis by the Health Director or assigned agent.**

APPENDIX 1

N. C. Division of Public Health											
Women's and Children's Health Section										Effective	Feb-21
Women's Health Branch, Family Planning & Reproductive Health Unit											
Annual Gross Family Income											
Sliding Fee Scale --101% to 250% of Poverty											
Be Smart Family Planning Eligibility Included						Be Smart Family Planning Eligibility*					
Family Size	Federal Poverty	Partial-Pay Bracket		Partial-Pay Bracket		Partial-Pay Bracket		Partial-Pay Bracket		Full Pay	
		Twenty Percent	Forty Percent	Forty Percent	Sixty Percent	Sixty Percent	Eighty Percent	Eighty Percent			
		From	To	From	To	From	To	From	To		
1	\$12,880	\$12,881	\$17,710	\$17,711	\$22,540	\$22,541	\$25,116	\$27,370	\$27,371	\$32,199	\$32,200
2	\$17,420	\$17,421	\$23,953	\$23,954	\$30,485	\$30,486	\$33,969	\$37,018	\$37,019	\$43,549	\$43,550
3	\$21,960	\$21,961	\$30,195	\$30,196	\$38,430	\$38,431	\$42,822	\$46,665	\$46,666	\$54,899	\$54,900
4	\$26,500	\$26,501	\$36,438	\$36,439	\$46,375	\$46,376	\$51,675	\$56,313	\$56,314	\$66,249	\$66,250
5	\$31,040	\$31,041	\$42,680	\$42,681	\$54,320	\$54,321	\$60,528	\$65,960	\$65,961	\$77,599	\$77,600
6	\$35,580	\$35,581	\$48,923	\$48,924	\$62,265	\$62,266	\$69,381	\$75,608	\$75,609	\$88,949	\$88,950
7	\$40,120	\$40,121	\$55,165	\$55,166	\$70,210	\$70,211	\$78,234	\$85,255	\$85,256	\$100,299	\$100,300
8	\$44,660	\$44,661	\$61,408	\$61,409	\$78,155	\$78,156	\$87,087	\$94,903	\$94,904	\$111,649	\$111,650
9	\$49,200	\$49,201	\$67,650	\$67,651	\$86,100	\$86,101	\$95,940	\$104,550	\$104,551	\$122,999	\$123,000
10	\$53,740	\$53,741	\$73,893	\$73,894	\$94,045	\$94,046	\$104,793	\$114,198	\$114,199	\$134,349	\$134,350
11	\$58,280	\$58,281	\$80,135	\$80,136	\$101,990	\$101,991	\$113,646	\$123,845	\$123,846	\$145,699	\$145,700
12	\$62,820	\$62,821	\$86,378	\$86,379	\$109,935	\$109,936	\$122,499	\$133,493	\$133,494	\$157,049	\$157,050
						* at or below 195% of federal poverty level					
Add \$4,540 for each additional person**											

APPENDIX 2

										Effective	Feb-21
Annual Gross Family Income											
Sliding Fee Scale - 101%-200% Poverty											
Family Size	Federal Poverty	Partial-Pay Bracket		Partial-Pay Bracket		Partial-Pay Bracket		Partial-Pay Bracket		Full Pay	
		Twenty Percent	Forty Percent	Sixty Percent	Eighty Percent	From	To	From	To		
1	\$12,880	\$12,881	\$16,100	\$16,101	\$19,320	\$19,321	\$22,540	\$22,541	\$25,759	\$25,760	
2	\$17,420	\$17,421	\$21,775	\$21,776	\$26,130	\$26,131	\$30,485	\$30,486	\$34,839	\$34,840	
3	\$21,960	\$21,961	\$27,450	\$27,451	\$32,940	\$32,941	\$38,430	\$38,431	\$43,919	\$43,920	
4	\$26,500	\$26,501	\$33,125	\$33,126	\$39,750	\$39,751	\$46,375	\$46,376	\$52,999	\$53,000	
5	\$31,040	\$31,041	\$38,800	\$38,801	\$46,560	\$46,561	\$54,320	\$54,321	\$62,079	\$62,080	
6	\$35,580	\$35,581	\$44,475	\$44,476	\$53,370	\$53,371	\$62,265	\$62,266	\$71,159	\$71,160	
7	\$40,120	\$40,121	\$50,150	\$50,151	\$60,180	\$60,181	\$70,210	\$70,211	\$80,239	\$80,240	
8	\$44,660	\$44,661	\$55,825	\$55,826	\$66,990	\$66,991	\$78,155	\$78,156	\$89,319	\$89,320	
9	\$49,200	\$49,201	\$61,500	\$61,501	\$73,800	\$73,801	\$86,100	\$86,101	\$98,399	\$98,400	
10	\$53,740	\$53,741	\$67,175	\$67,176	\$80,610	\$80,611	\$94,045	\$94,046	\$107,479	\$107,480	
11	\$58,280	\$58,281	\$72,850	\$72,851	\$87,420	\$87,421	\$101,990	\$101,991	\$116,559	\$116,560	
12	\$62,820	\$62,821	\$78,525	\$78,526	\$94,230	\$94,231	\$109,935	\$109,936	\$125,639	\$125,640	

APPENDIX 3: MEDICAL RECORDS FEE'S

The Department of Health's charges for Medical Record copies are within the limits set by North Carolina law (GS § 90-411). Copying Charges are:

Copying Charges are: .50 per page up to 100 pages and .25 for each page after 100.

APPENDIX 4 – ENVIRONMENTAL HEALTH SERVICES

Septic Tank Permit & Soil Evaluation/Expansion Permit

Repair Permit

Redraw Plot Plan without visit

Redraw Plot Plan with visit

Call Back Fee

New Well Permit (Irrigation/Agricultural) – No Water Sample

New Well Permit, Inspection & Water Samples (Chemical; Bacterial & Nitrate)

Expansion with Pool or Room Addition

Water Sample – Compliance Bacteriological

Water Sample – Bacteriological

Water Sample – Petroleum/Pesticide

Water Sample – Nitrate

Inspection of Existing Septic Tank in Mobile Home Park (AIW)

Inspection of Existing Septic Tank for MH for relocation (occupancy)

Public Swimming Pool/Seasonal

Public Swimming Pool/Year Round

Public Swimming Pool Plan Review

Swimming Pool Call-back Fee

Tattoo License – Permanent Location

Tattoo License - Conventions

Solid Waste Transporter Permit

Inspection per Vehicle

Building Demolition/Relocation (Rodent Inspection)

Plan Review Food Service Establishment

Temporary Food Establishment (TFE)

Engineered Options Permit



DEPARTMENT OF PUBLIC HEALTH

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF OCTOBER 18, 2021

TO: BOARD OF COUNTY COMMISSIONERS

FROM: DR. JENNIFER GREEN, PUBLIC HEALTH DIRECTOR

DATE: 10/15/2021

SUBJECT: PUBLIC HEALTH DEPARTMENT FY2022 FEE SCHEDULE CHANGES

BACKGROUND

North Carolina Law, G.S. 130-A-39(g) allows local health departments to implement fees for services rendered with the approval of the Cumberland County Board of Health and the Board of Commissioners. Fees are recommended for each vaccine by considering the acquisition cost of the vaccine, the Medicaid rate, 3rd Party rates and the type of vaccine being administered.

During the COVID-19 pandemic Medicaid temporarily increased their fee schedule and the Health Department anticipated this change would be temporary. However, after multiple extensions and in communication with our Medicaid Consultant, we were advised that these fees will remain at the increased rate and local health department fees should be set at the baseline Medicaid rates.

The proposed Cumberland County Health Department fee schedule reflects the change in fees to baseline Medicaid rates and the increased cost in medical supplies to render these services. Patients with low income may qualify for reduced fees which will be based on a sliding fee scale.

The Board of Health approved the proposed FY22 Public Health Department Fee Schedule at their meeting on September 21, 2021.

RECOMMENDATION / PROPOSED ACTION

At the October 14, 2021 Agenda Session, the Board approved forwarding the following action to the October 18, 2021 Board of Commissioner's Meeting:

Approval of the FY2022 Public Health Department Fee Schedule



COMMUNITY TRANSPORTATION PROGRAM (CTP)

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF OCTOBER 18, 2021

TO: BOARD OF COUNTY COMMISSIONERS

FROM: RAWLS HOWARD, DIRECTOR OF PLANNING AND INSPECTIONS

DATE: 10/14/2021

SUBJECT: REQUEST FROM FAMIKS TRANSPORT, INC. FOR INCREASE IN TRIP RATE FOR COMMUNITY TRANSPORTATION

BACKGROUND

FAMIKS Transport Inc. is requesting reconsideration of their original bid be reinstated from the FY21 budget discussion. This will result in the need to amend their four (4) existing contracts for the current fiscal year.

If the proposed contract amendment is approved, the trip rate reimbursement will increase from \$24.50 per unit of service to \$25.50 per unit of service from the approved existing contract and be effective upon approval by the Board of Commissioners. The rate increase can be absorbed with the existing grant allocation for these programs.

At the October 14th, 2021 Agenda Session, the Board of Commissioners agreed to the trip rate increase for FAMIKS as proposed by staff. In addition, the Board of Commissioners gave direction to staff to engage a discussion with B&W Transportation regarding any need for a rate increase for their operation and to update the Board at a future Agenda Session regarding the conversation or need.

RECOMMENDATION / PROPOSED ACTION

At the October 14, 2021 Agenda Session Meeting, the Board of Commissioners approved placing the proposed action below as a Consent Item on the October 18, 2021 Board of Commissioners Meeting:

Approve the per trip rate increase for FAMIKS, Inc.

ATTACHMENTS:

Description	Type
FAMIKS Rate Increase Request	Backup Material
5310 PDF	Backup Material

5310 Famiks Amendment
AAA PDF
AAA Famiks Amendment
EDTAP PDF
EDTAP Famiks Amendment
RGP PDF
RGP Famiks Amendment

Backup Material
Backup Material
Backup Material
Backup Material
Backup Material
Backup Material
Backup Material



FAMIKS TRANSPORT INC

119 Harvest Lane, Raeford NC 28376

Tel: 910.322.1427 Fax: 910.229.2823

July 31, 2021

Mr. Rawls Howard
Director
Planning and Inspections Department
130 Gillespie Street
Fayetteville, NC 28301

Dear Mr. Howard:

I write to you on behalf of Famiks Transport, Inc., located at 427 Gillespie Street, Fayetteville, NC 28301. We have been awarded contracts and provide transport services to the citizens of Fayetteville and Cumberland County through the Cumberland County Community Transportation Program for over eighteen (18) years.

It has been a hard fourteen (14) months since our bid price of **\$25.50** got rejected. All of our operation project costs are dependent on the \$25.50 bid price and since its rejection it has landed on an adverse financial hardship. With its 658 square miles radius, Cumberland County is not cheap to run and considering eight-cylinder vehicles can be very costly. Furthermore, the cost of maintaining a fleet has gone up, and the price of gas, which is continuously increasing. In addition, our insurance cost has not been cheap, not to mention the labor cost.

For the last four consecutive years (2017, 2018, 2019, and 2020), we have been providing transport services to citizens throughout the county at the rate of **\$24.50**. Moreover, we provide these services without pay for no show or cancellations, in most cases, upon arrival to pick up the rider or riders. Therefore, we request you to reconsider our bid of \$25.50 and back pay for the last fourteen (14) months.

If more information is needed, please call me at 910-322-1427 or email ebousankareh@yahoo.com. We look forward to hearing from you soon.

Thank you for your time, effort, and consideration.

With warm regards, I remain,

Ebou Sankareh
CEO, Famiks Transport, Inc.

Attachment

cc: Ifetayo Farrakhan

THIS AGREEMENT, hereinafter known as the 5310 AGREEMENT, made and entered into by and between the County of Cumberland (hereinafter referred to as COUNTY), and FAMIKS TRANSPORT, Inc. (hereinafter referred to as VENDOR).

WITNESSETH

WHEREAS, the COUNTY has developed a plan for Coordination of Transportation for Human Services; and

WHEREAS, the COUNTY was awarded federal funds through the Federal Transit Administration's Section 5310 Program with the understanding that such funds are to be used pursuant to the purposes set forth in the Agreement, herein incorporated by reference.

NOW THEREFORE, in consideration of the mutual benefits to be derived herefrom, VENDOR hereby agrees to provide service to a segment of the COUNTY'S client population through the Cumberland County Community Transportation Program under the following terms and conditions:

1. The rate shall be TWENTY FOUR DOLLARS and FIFTY CENTS (\$24.50) per passenger unit of service. The rate shall not be renegotiated during the period of the contract for any reason. For the purpose of this contract a unit is defined as each and every time a passenger boards a vehicle at a location and alights at another location within Cumberland County.

VENDOR will collect a flat rate fare of TWO DOLLARS and FIFTY CENTS (\$2.50) per one-way trip per passenger trip. Upon embarking, each passenger shall pay such fare and sign the trip log. VENDOR will collect, count and record daily fare box revenue. Fares collected will be applied to meet the local match requirement. VENDOR shall retain the fares which will be subtracted from the unit rate when invoicing the COUNTY. Fare logs missing signatures for invoiced trips may result in non-payment by the COUNTY.

2. In cases of cancellation, the Community Transportation Program requires transportation requests to be canceled at least one (1) hour prior to pickup to avoid charges for these units. Any trip attempted but on which the client does not travel is coded as a "no-show". A record of no shows and cancellations shall be kept by VENDOR, and delineated on the billing as such. The COUNTY shall not reimburse VENDOR for no-shows. No-shows and cancellations shall be reported by VENDOR to the Transportation Program Coordinator by the end of the week.

3. The COUNTY will pay VENDOR after verification of invoices by the Transportation Program Coordinator. The total amount shall not exceed ONE HUNDRED AND SIX THOUSAND FOUR HUNDRED AND SEVENTY FOUR DOLLARS AND ZERO CENTS (\$106,474.00) as approved by the Cumberland County Transportation Advisory Board. VENDOR is responsible for working with the AGENCY to monitor the budget as trips are made. The County shall not make any payment for expenditures in excess of the contract amount (\$106,474.00).

4. VENDOR shall maintain invoices and trip logs for all work performed under this contract. VENDOR shall submit on a monthly basis to the Transportation Program Coordinator the following information for services provided hereunder:

- a. List of clients served
- b. Dates of units served
- c. Number of no-shows / cancellations
- d. Fare revenue log

e. Mileage / trip run logs

5. VENDOR shall submit an invoice to the Transportation Program Coordinator by the fifth of the month following provision of service. If no discrepancies are reported, invoices shall be submitted within ten days to the Cumberland County Finance Department for payment. Checks will be issued according to the Cumberland County Finance Department check issuance schedule. Submission of invoices after the fifth of the month shall result in later payment dates.

6. In accordance with Federal Transit Administration (FTA) regulation 49 CFR Part 40 and 49 CFR Part 655, the Cumberland County Transportation Advisory Board (TAB) has adopted a drug and alcohol policy applicable to transportation service, which policy is incorporated herein by reference. VENDOR agrees to adhere to all aspects of the drug and alcohol testing program. Furthermore, VENDOR agrees to abide by any and all revisions to 49 CFR Part 40 and 49 CFR Part 655 as they are issued by FTA. Changes to 49 CFR Part 40 and 49 CFR Part 655 shall not effect the continuing validity or enforceability of this contract nor shall changes require contract modification.

7. All driver drug and alcohol testing will be completed through a testing site approved by the Transportation Program Coordinator. Concentra is the current approved site. The Transportation Program Coordinator will randomly select drivers annually to complete the DOT approved drug and alcohol testing. Testing is to be strictly applied to all safety sensitive employees of VENDOR for pre-employment, random, reasonable suspicion, post-accident, and return-to-duty testing.

8. On a quarterly basis, beginning July 1, 2021 and ending June 30, 2022, VENDOR shall submit an invoice to the Transportation Program Coordinator requesting reimbursement for the cost of its drug and alcohol testing required hereunder. Included in this request must be an original VENDOR invoice for the total cost for drug and alcohol testing during the reimbursement period and copies of all invoices received by VENDOR for drug and alcohol testing. The COUNTY will then request reimbursement for the cost of drug and alcohol testing from the North Carolina Department of Transportation Public Transportation Division. Reimbursement will be at the rate of 85% (0.85) of allowable charges. The COUNTY will issue a check to VENDOR promptly after the COUNTY receives such reimbursement.

If the grants or appropriation of funds to provide drug and alcohol testing reimbursement are lawfully reduced, terminated, or not executed, the COUNTY, at its option, may terminate Paragraph Eight of this contract and shall give VENDOR fifteen (15) days prior written notice of termination. Following the effective date of such termination, the COUNTY shall have no further obligation to make any payments. However, VENDOR must continue to follow drug testing and training procedures.

9. Services will normally be provided Monday through Friday between the hours of 5:00 am to 8:00 pm. Transportation services shall not end until all client trips have been completed. Transportation will be provided on all holidays except Christmas and New Year's Day.

10. VENDOR shall only undertake those trips and transport those passengers as authorized by the AGENCY and/or the Transportation Program Coordinator. AGENCY will notify VENDOR of reservations for demand-response trips and changes to subscription trips one business day prior by 3:00 pm. Payment for trips scheduled by individual clients shall not be covered or reimbursed under this contract.

11. The transport company will wait ten (10) minutes for the client to show. After

that time, the client will be counted as a no-show.

12. The driver will assist handicapped clients if necessary. VENDOR must comply with the American with Disabilities Act as amended from time to time. VENDOR shall have sufficient vehicles to transport wheelchair clients. No totally incapacitated clients shall be served pursuant to this contract. VENDOR will not supply escorts, but must allow the passenger an escort if so requested. The escort must board and exit at the same location as the eligible client. Neither the escort, nor the AGENCY, may be charged for the escort.

13. Any and all information regarding a client of the Community Transportation Program is strictly confidential. Information shall not be released to any party in any form without authorization of the individual, the AGENCY and/or the Transportation Program Coordinator.

14. All drivers must be properly licensed in the State of North Carolina, have three years driving experience, and be at least 21 years of age. All drivers must have a good driving record for the preceding three years. A written driving record from the State Motor Vehicles Division must be submitted to the Transportation Program Coordinator annually for each driver. Additionally, all drivers who may operate vehicles of 15 or more passengers must possess a Commercial Driver's License with a Passenger endorsement.

15. All drivers shall, at all times while on duty in the performance of the services required herein, be neatly and cleanly dressed and maintain a courteous and cooperative attitude in their contact with the public. All drivers shall have an identification badge in plain view so that clients can easily recognize them. Drivers will not be permitted to smoke or use smokeless tobacco inside the vehicles at any time.

16. VENDOR employees and drivers providing service to AGENCY clients shall be certified in basic Red Cross First Aid and CPR. Copies of Red Cross certification must be provided to the Transportation Program Coordinator.

17. All drivers must receive the following training through programs approved by the Community Transportation Program and provide proof of successful completion to the Transportation Program Coordinator within thirty days of completion. VENDOR will be responsible for meeting training requirements on the following subjects:

- First Aid Training and CPR
- OSHA Bloodborne Pathogens Training
- ADA Sensitivity Training
- Drug & Alcohol Training
- ADA Equipment and Safety Training
- Defensive Driving Training

All costs associated with employee training will be the responsibility of VENDOR. VENDOR is responsible for ensuring that each driver is properly acquainted with the requirements of the program and his/her responsibilities as a driver. The Community Transportation Program requires that all training must be completed prior to any given driver begins providing service pursuant to this contract. Annual refresher training is required for all drivers.

18. VENDOR shall ensure law enforcement and other proper authorities will be contacted in cases of accident, injury or traffic violation. VENDOR must contact the Transportation Program Coordinator immediately, and the driver must be sent for drug and alcohol testing immediately. VENDOR must submit a written report to the Transportation Program Coordinator describing any such event within 48 hours of the event. Included with this report shall also be a copy of the police report if applicable. In cases of injury always dial 911 and seek medical assistance.

19. VENDOR shall ensure the safety of passengers by any and all means necessary, including but not limited to: driver training, retraining, and monitoring; use of seat belts; vehicle maintenance; maintaining order in and around vehicles; providing safety and emergency procedures; etc. All vehicles shall be equipped with fire extinguishers, web cutters, triangles, blood-borne pathogens kits, and first aid kits which shall be furnished by the VENDOR. Drivers must have the capabilities of using all safety equipment.

VENDOR shall ensure that all drivers are familiar with and follow the guidelines located in the Cumberland County System Safety Plan.

20. VENDOR shall take appropriate action to prevent or minimize inconvenience experienced by clients and to ensure their safety and comfort. In the event of a service disruption or delay that would prevent a scheduled pick-up, VENDOR is expected to respond appropriately in accordance with a contingency plan.

21. Vehicles are the responsibility of VENDOR. All aspects of maintenance, repair, fuel costs, lease or note payment, cleaning, insurance, etc. are the responsibility of VENDOR. All vehicles used by VENDOR for the purposes of supplying transportation services for this contract must be owned or leased by VENDOR. All vehicles must be clearly marked with VENDOR's name and phone number as to allow passengers to identify the vehicles.

At minimum, VENDOR is required to have six vehicles available for use of this program. At least four of those vehicles must have a wheelchair lift or be handicapped accessible. The contractor must have at their immediate disposal two backup vehicles. The COUNTY reserves the right to inspect vehicles for adequacy at announced or unannounced times.

VENDOR shall comply with all scheduled maintenance so that all vehicles used for this program are at a minimum in accordance with the manufacturer's specifications and/or in accordance with the State's vehicle maintenance standards.

22. VENDOR shall perform daily pre-trip and post-trip safety inspections on all vehicles. Vehicles failing the daily inspection will not be used in service until the reason for failure is corrected. The Community Transportation Program reserves the right to insure that vehicles are being maintained properly and are in safe operating condition. For passenger comfort, the heating and air-conditioning units of all vehicles must be kept in proper working order. VENDOR shall keep vehicles clean inside and out. All vehicle exteriors shall be washed weekly and interiors cleaned on a daily basis.

The Community Transportation Program may inspect vehicles at any reasonable time and may bar a vehicle from service until problem(s) are corrected. All service records will be kept for all vehicles for a minimum of 5 years and will be made available to the Transportation Program Coordinator on request.

23. VENDOR shall ensure all vehicles are properly registered and inspected by the state and have a current inspection sticker. VENDOR shall provide proof of current registration and inspections annually to the Transportation Program Coordinator for all vehicles.

24. VENDOR shall maintain adequate insurance (\$1.5M for vehicles with a seating capacity of 15 passengers or less or \$5M for vehicles with a seating capacity of 16 passengers or more) as required by the State of North Carolina covering comprehensive, general liability, commercial automobile, and worker's compensation insurance to protect

against the perils of bodily and personal injury and property damage and such liabilities as are imposed or required to be insured against by law. VENDOR shall provide proof of current insurance annually to the Transportation Program Coordinator.

25. The Transportation Program Coordinator shall determine and document eligibility for service under the guidelines for service of its applicable funding sources. No fees shall be charged to individuals determined to be eligible unless expressly authorized in this contract.

26. VENDOR and all personnel acting for it may not solicit or accept any tips or gifts of any kind. If a passenger would like to contribute to the AGENCY's program, he/she may do so by contacting the Community Transportation Program directly.

27. Any disputes relating to this agreement shall be referred to the Cumberland County Transportation Advisory Board for final resolution.

28. VENDOR will verbally inform the Transportation Program Coordinator by the end of the workday if feasible, and no later than the start of the next day, of any complaints received. VENDOR shall provide a written report, when requested, to the Transportation Program Coordinator within 24 hours, containing a brief description of the complaint, as well as a proposed plan detailing steps that can be taken to avoid the occurrence of a complaint-producing incident in the future.

29. Cumberland County, the Community Transportation Program, the NCDOT and USDOT, or their designee(s) may at any time perform audits of the financial books, records, and accounts of VENDOR. VENDOR agrees to preserve, and to cause any subcontractor to preserve and make available, for a period of five years after the completion of a contract, any and all financial, operations, administrative, and maintenance records pertaining to this contract.

If any overpayment is uncovered in such an audit, it may be charged against VENDOR future invoices. The Community Transportation Program may withhold payment for services which failed to meet service specifications or are otherwise questionable.

30. NOTICES: Any notice to be given by either party to the other under this Agreement shall be in writing and shall be deemed to have been sufficiently given if delivered by hand, with written acknowledgement of receipt, or mailed to the other party by certified mail return receipt requested the following addresses or to such other addresses as either party from time to time designates in writing to the other for the receipt of notice.

FAMIKS Transport, Inc.
Ebou Sankareh
President
119 Harvest Lane
Raeford, NC 28376
(910) 322-1427

Community Transportation Program
Ifetayo Farrakhan
Transportation Program Coordinator
130 Gillespie Street
Fayetteville, NC 28301
(910) 678-7624

31. INDEMNIFICATION: VENDOR shall indemnify and hold harmless the COUNTY from any and all liability, loss, or damage which may arise in the provision of said service due to the action or inaction of VENDOR or its agents.

32. NOTICE OF TERMINATION: This contract may be terminated by either party

upon thirty (30) days prior written notice. In the event of termination prior to the normal expiration date of this Agreement, the COUNTY shall pay VENDOR the cost of transportation provided to AGENCY clients through and including midnight of the day of termination.

33. NOTICE OF MODIFICATION: This contract may be amended only in writing signed by each party.

34. NOTICE OF TERM: This contract shall be in effect from July 1, 2021 to June 30, 2022.

35. ASSIGNMENT CLAUSE: Neither of the parties may assign all or part of its rights under this Agreement, or delegate any performance hereunder or subcontract, without first obtaining the other party's written approval thereof.

36. SEVERABILITY: If any provision of this Agreement, or any portion thereof, is held unenforceable or invalid by any Court of competent jurisdiction, the validity or enforceability of the remaining provisions, or portions thereof, shall not be affected thereby and shall remain in full force and effect.

37. WAIVER CLAUSE: If either party shall waive any breach of any term, covenant, or condition of this Agreement, it shall not be deemed a waiver of any subsequent breach hereof.

38. BINDING EFFECT: This Agreement shall be binding upon and inure to the benefit of the successors, legal representatives, and assigns of the parties hereto, subject to the restrictions herein on assignment.

39. ENFORCEABILITY CLAUSE: This Agreement shall be governed by the internal laws of the State of North Carolina without regard to the conflict of laws provisions thereof. The parties agree that North Carolina courts shall have jurisdiction over any disputes arising out of this Agreement and that venue is and shall be in Cumberland County, North Carolina.

40. The CUMBERLAND COUNTY COMMUNITY TRANSPORTATION PROGRAM REQUEST FOR PROPOSAL, FAMIKS TRANSPORT, INC. PROPOSAL, and the CUMBERLAND COUNTY SYSTEM SAFETY PLAN are hereby incorporated by reference, including all stated federal and state requirements and certifications.

Contract Signature Page

Famiks Transport, Inc.

Contract #: 2022018

Amount: \$ 106,474.00

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."

NON-APPROPRIATION CLAUSE: This Agreement shall be subject to the annual appropriation of funds by the Cumberland County Board of Commissioners. Notwithstanding any provision herein to the contrary, in the event funds are not appropriated for this Agreement, County shall be entitled to immediately terminate this Agreement, without penalty or liability, except the payment of all contract fees due under this Agreement through and including the last day of service.

ATTEST

COUNTY OF CUMBERLAND

Candice White
Clerk

BY: _____
Charles Evans
Chair, Board of Commissioners

ATTEST

FAMIKS TRANSPORT, INC.

BY: _____
Witness

BY: _____
Ebou Sankareh
President

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

Approved for Legal Sufficiency
upon formal execution by all parties

BY: _____
County Finance Director

BY: _____
County Attorney's Office

STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND

AMENDMENT NUMBER _____
TO CONTRACT#2022018

This Amendment to the Contract dated as of July 1, 2021 – June 30, 2022 (the “Contract”) made this 18th Day of October 2021, by and between the COUNTY OF CUMBERLAND (“COUNTY”), and FAMIKS TRANSPORT, INC. (“Contractor”).

WHEREAS, the parties entered into the Service Contract#2022018 (hereafter “contract” for services to be provided by Contractor; and

WHEREAS, the parties desire to increase the reimbursement rate per passenger unit of service under Contract.

NOW THEREFORE, in consideration of the mutual covenants and undertakings herein contained, the parties do covenant and agree with each other that the reimbursement rate “\$24.50” in Paragraph 1, of the Contract shall be deleted and in lieu thereof the reimbursement rate of “\$25.50” shall be inserted.

Except as set forth herein, all of the terms and conditions of the Contract shall remain the same and in full force and effect during the term.

IN WITNESS WHEREOF, the parties have executed this Amendment to Service Contract as of the day and year first above written.

ATTEST:

COUNTY OF CUMBERLAND

BY: _____
Candice White / Clerk

BY: _____
Charles Evans, Chair, Board of Commissioners

ATTEST:

FAMIKS TRANSPORT, INC.

BY: _____
Witness

BY: _____
Ebou Sankareh / President

Approved for Legal Sufficiency
upon formal execution by all parties

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

BY: _____
Rick Moorefield / County Attorney

BY: _____
Vicki Evans / Finance Director

THIS AGREEMENT, hereinafter known as the AAA MEDICAL AGREEMENT, made and entered into by and between the County of Cumberland (hereinafter referred to as COUNTY), and FAMIKS Transport, Inc. (hereinafter referred to as FAMIKS).

WITNESSETH

WHEREAS, the COUNTY has developed a plan for Coordination of Transportation for Human Services; and

WHEREAS, this agreement will provide services for the Community Transportation Program (hereinafter referred to as AGENCY).

WHEREAS, transportation assistance is provided with funding from the Home and Community Care Block Grant, administered by the North Carolina Division of Aging and Adult Services, through the Mid-Carolina Area Agency on Aging, for clients of the Cumberland County Community Transportation Program for trips necessary to access medical care within Cumberland County.

NOW THEREFORE, in consideration of the mutual benefits to be derived herefrom, FAMIKS hereby agrees to provide service to a segment of the COUNTY'S client population through the Cumberland County Community Transportation Program under the following terms and conditions:

1. The rate shall be TWENTY FOUR DOLLARS and FIFTY CENTS (\$24.50) per passenger unit of service. The rate shall not be renegotiated during the period of the contract for any reason. For the purpose of this contract a unit is defined as each and every time a passenger boards a vehicle at a location and alights at another location within Cumberland County.

2. In cases of cancellation, the Community Transportation Program requires transportation requests to be canceled at least one (1) hour prior to pickup to avoid charges for these units. Any trip attempted but on which the client does not travel is coded as a "no-show". A record of no shows and cancellations shall be kept by FAMIKS, and delineated on the billing as such. The COUNTY shall not reimburse FAMIKS for no-shows. No-shows and cancellations shall be reported by FAMIKS to the Transportation Program Coordinator by the end of the week.

3. The COUNTY will pay FAMIKS after verification of invoices by the Transportation Program Coordinator. The total amount shall not exceed ONE HUNDRED AND THIRTY FIVE THOUSAND DOLLARS AND ZERO CENTS (\$135,000.00) as approved by the Cumberland County Transportation Advisory Board. FAMIKS is responsible for working with the AGENCY to monitor the budget as trips are made. The County shall not make any payment for expenditures in excess of the contract amount (\$135,000.00).

4. FAMIKS shall maintain invoices and trip logs for all work performed under this contract. FAMIKS shall submit on a monthly basis to the Transportation Program Coordinator the following information for services provided hereunder:

- a. List of clients served
- b. Dates of units served
- c. Number of no-shows / cancellations
- d. Mileage / trip run logs

5. FAMIKS shall submit an invoice to the Transportation Program Coordinator by the fifth of the month following provision of service. If no discrepancies are reported, invoices shall be submitted within ten days to the Cumberland County Finance Department for payment. Checks will be issued according to the Cumberland County Finance Department check issuance schedule. Submission of invoices after the fifth of the month shall result in later payment dates.

6. In accordance with Federal Transit Administration (FTA) regulation 49 CFR Part 40 and 49 CFR Part 655, the Cumberland County Transportation Advisory Board (TAB) has adopted a drug and alcohol policy applicable to transportation service, which policy is incorporated herein by reference. FAMIKS agrees to adhere to all aspects of the drug and alcohol testing program. Furthermore, FAMIKS agrees to abide by any and all revisions to 49 CFR Part 40 and 49 CFR Part 655 as they are issued by FTA. Changes to 49 CFR Part 40 and 49 CFR Part 655 shall not effect the continuing validity or enforceability of this contract nor shall changes require contract modification.

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8. On a quarterly basis, beginning July 1, 2021 and ending June 30, 2022, FAMIKS shall submit an invoice to the Transportation Program Coordinator requesting reimbursement for the cost of its drug and alcohol testing required hereunder. Included in this request must be an original FAMIKS invoice for the total cost for drug and alcohol testing during the reimbursement period and copies of all invoices received by FAMIKS for drug and alcohol testing. The COUNTY will then request reimbursement for the cost of drug and alcohol testing from the North Carolina Department of Transportation Public Transportation Division. Reimbursement will be at the rate of 85% (0.85) of allowable charges. The COUNTY will issue a check to FAMIKS promptly after the COUNTY receives such reimbursement.

If the grants or appropriation of funds to provide drug and alcohol testing reimbursement are lawfully reduced, terminated, or not executed, the COUNTY, at its option, may terminate Paragraph Eight of this contract and shall give FAMIKS fifteen (15) days prior written notice of termination. Following the effective date of such termination, the COUNTY shall have no further obligation to make any payments. However, FAMIKS must continue to follow drug testing and training procedures.

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14. All drivers must be properly licensed in the State of North Carolina, have three years driving experience, and be at least 21 years of age. All drivers must have a good driving record for the preceding three years. A written driving record from the State Motor Vehicles Division must be submitted to the Transportation Program Coordinator annually for each driver. Additionally, all drivers who may operate vehicles of 15 or more passengers must possess a Commercial Driver's License with a Passenger endorsement.

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16. FAMIKS employees and drivers providing service to AGENCY clients shall be certified in basic Red Cross First Aid and CPR. Copies of Red Cross certification must be provided to the Transportation Program Coordinator.

17. All drivers must receive the following training through programs approved by the Community Transportation Program and provide proof of successful completion to the Transportation Program Coordinator within thirty days of completion. FAMIKS will be responsible for meeting training requirements on the following subjects:

- First Aid Training and CPR
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- Defensive Driving Training

All costs associated with employee training will be the responsibility of FAMIKS. FAMIKS is responsible for ensuring that each driver is properly acquainted with the requirements of the program and his/her responsibilities as a driver. The Community Transportation Program requires that all training must be completed prior to any given driver begins providing service pursuant to this contract. Annual refresher training is required for all drivers.

18. FAMIKS shall ensure law enforcement and other proper authorities will be contacted in cases of accident, injury or traffic violation. FAMIKS must contact the Transportation Program Coordinator immediately, and the driver must be sent for drug and alcohol testing immediately. FAMIKS must submit a written report to the Transportation Program Coordinator describing any such event within 48 hours of the event. Included with this report shall also be a copy of the police report if applicable. In cases of injury always dial 911 and seek medical assistance.

19. FAMIKS shall ensure the safety of passengers by any and all means necessary, including but not limited to: driver training, retraining, and monitoring; use of seat belts; vehicle maintenance; maintaining order in and around vehicles; providing safety and emergency procedures; etc. All vehicles shall be equipped with fire extinguishers, web cutters, triangles, blood-borne pathogens kits, and first aid kits which shall be furnished by the FAMIKS. Drivers must have the capabilities of using all safety equipment.

FAMIKS shall ensure that all drivers are familiar with and follow the guidelines located in the Cumberland County System Safety Plan.

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29. Cumberland County, the Community Transportation Program, the NCDOT and USDOT, or their designee(s) may at any time perform audits of the financial books, records, and accounts of FAMIKS. FAMIKS agrees to preserve, and to cause any subcontractor to preserve and make available, for a period of five years after the completion of a contract, any and all financial, operations, administrative, and maintenance records pertaining to this contract.

If any overpayment is uncovered in such an audit, it may be charged against FAMIKS future invoices. The Community Transportation Program may withhold payment for services which failed to meet service specifications or are otherwise questionable.

30. NOTICES: Any notice to be given by either party to the other under this Agreement shall be in writing and shall be deemed to have been sufficiently given if delivered by hand, with written acknowledgement of receipt, or mailed to the other party by certified mail return receipt requested to the following addresses or to such other addresses as either party from time to time designates in writing to the other for the receipt of notice.

FAMIKS Transport, Inc.
Ebou Sankareh
President

Community Transportation Program
Ifetayo Farrakhan
Transportation Program Coordinator

119 Harvest Lane
Raeford, NC 28376
(910) 322-1427

130 Gillespie Street
Fayetteville, NC 28301
(910) 678-7624

31. INDEMNIFICATION: FAMIKS shall indemnify and hold harmless the COUNTY from any and all liability, loss, or damage which may arise in the provision of said service due to the action or inaction of FAMIKS or its agents.

32. NOTICE OF TERMINATION: This contract may be terminated by either party upon thirty (30) days prior written notice. In the event of termination prior to the normal expiration date of this Agreement, the COUNTY shall pay FAMIKS the cost of transportation provided to AGENCY clients through and including midnight of the day of termination.

33. NOTICE OF MODIFICATION: This contract may be amended only in writing signed by each party.

34. NOTICE OF TERM: This contract shall be in effect from July 1, 2021 to June 30, 2022.

35. ASSIGNMENT CLAUSE: Neither of the parties may assign all or part of its rights under this Agreement, or delegate any performance hereunder or subcontract, without first obtaining the other party's written approval thereof.

36. SEVERABILITY: If any provision of this Agreement, or any portion thereof, is held unenforceable or invalid by any Court of competent jurisdiction, the validity or enforceability of the remaining provisions, or portions thereof, shall not be affected thereby and shall remain in full force and effect.

37. WAIVER CLAUSE: If either party shall waive any breach of any term, covenant, or condition of this Agreement, it shall not be deemed a waiver of any subsequent breach hereof.

38. BINDING EFFECT: This Agreement shall be binding upon and inure to the benefit of the successors, legal representatives, and assigns of the parties hereto, subject to the restrictions herein on assignment.

39. ENFORCEABILITY CLAUSE: This Agreement shall be governed by the internal laws of the State of North Carolina without regard to the conflict of laws provisions thereof. The parties agree that North Carolina courts shall have jurisdiction over any disputes arising out of this Agreement and that venue is and shall be in Cumberland County, North Carolina.

40. The CUMBERLAND COUNTY COMMUNITY TRANSPORTATION PROGRAM REQUEST FOR PROPOSAL, FAMIKS TRANSPORT, INC. PROPOSAL, and the CUMBERLAND COUNTY SYSTEM SAFETY PLAN are hereby incorporated by reference, including all stated federal and state requirements and certifications.

Contract Signature Page

Famiks Transport, Inc.

Contract #: 2022015

Amount: \$ 135,000.00

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."

NON-APPROPRIATION CLAUSE: This Agreement shall be subject to the annual appropriation of funds by the Cumberland County Board of Commissioners. Notwithstanding any provision herein to the contrary, in the event funds are not appropriated for this Agreement, County shall be entitled to immediately terminate this Agreement, without penalty or liability, except the payment of all contract fees due under this Agreement through and including the last day of service.

ATTEST

COUNTY OF CUMBERLAND

Candice White
Clerk

BY: _____
Charles Evans
Chair, Board of Commissioners

ATTEST

FAMIKS TRANSPORT, INC.

BY: _____
Witness

BY: _____
Ebou Sankareh
President

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

Approved for Legal Sufficiency
upon formal execution by all parties

BY: _____
County Finance Director

BY: _____
County Attorney's Office

STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND

AMENDMENT NUMBER _____
TO CONTRACT#2022015

This Amendment to the Contract dated as of July 1, 2021 – June 30, 2022 (the “Contract”) made this 18th Day of October 2021, by and between the COUNTY OF CUMBERLAND (“COUNTY”), and FAMIKS TRANSPORT, INC. (“Contractor”).

WHEREAS, the parties entered into the Service Contract#2022015 (hereafter “contract” for services to be provided by Contractor; and

WHEREAS, the parties desire to increase the reimbursement rate per passenger unit of service under Contract.

NOW THEREFORE, in consideration of the mutual covenants and undertakings herein contained, the parties do covenant and agree with each other that the reimbursement rate “\$24.50” in Paragraph 1, of the Contract shall be deleted and in lieu thereof the reimbursement rate of “\$25.50” shall be inserted.

Except as set forth herein, all of the terms and conditions of the Contract shall remain the same and in full force and effect during the term.

IN WITNESS WHEREOF, the parties have executed this Amendment to Service Contract as of the day and year first above written.

ATTEST:

COUNTY OF CUMBERLAND

BY: _____
Candice White / Clerk

BY: _____
Charles Evans, Chair, Board of Commissioners

ATTEST:

FAMIKS TRANSPORT, INC.

BY: _____
Witness

BY: _____
Ebou Sankareh / President

Approved for Legal Sufficiency
upon formal execution by all parties

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

BY: _____
Rick Moorefield / County Attorney

BY: _____
Vicki Evans / Finance Director

THIS AGREEMENT, hereinafter known as the EDTAP AGREEMENT, made and entered into by and between the County of Cumberland (hereinafter referred to as COUNTY), and FAMIKS Transport, Inc. (hereinafter referred to as FAMIKS).

WITNESSETH

WHEREAS, the COUNTY has developed a plan for Coordination of Transportation for Human Services; and

WHEREAS, this agreement will provide services for the Community Transportation Program (hereinafter referred to as AGENCY).

WHEREAS, the COUNTY was awarded state funds North Carolina Department of Transportation's (NCDOT) Rural Operating Assistance Program (ROAP), effective July 1, 2021 through June 30, 2022. Terms and Conditions of ROAP are hereby incorporated by reference.

NOW THEREFORE, in consideration of the mutual benefits to be derived herefrom, FAMIKS hereby agrees to provide service to a segment of the COUNTY'S client population through the Cumberland County Community Transportation Program under the following terms and conditions:

1. The rate shall be TWENTY FOUR DOLLARS and FIFTY CENTS (\$24.50) per passenger unit of service. The rate shall not be renegotiated during the period of the contract for any reason. For the purpose of this contract a unit is defined as each and every time a passenger boards a vehicle at a location and alights at another location within Cumberland County.

2. In cases of cancellation, the Community Transportation Program requires transportation requests to be canceled at least one (1) hour prior to pickup to avoid charges for these units. Any trip attempted but on which the client does not travel is coded as a "no-show". A record of no shows and cancellations shall be kept by FAMIKS, and delineated on the billing as such. The COUNTY shall not reimburse FAMIKS for no-shows. No-shows and cancellations shall be reported by FAMIKS to the Transportation Program Coordinator by the end of the week.

3. The COUNTY will pay FAMIKS after verification of invoices by the Transportation Program Coordinator. The total amount shall not exceed ONE HUNDRED AND SEVENTEEN THOUSAND DOLLARS AND ZERO CENTS (\$117,000.00) as approved by the Cumberland County Transportation Advisory Board. FAMIKS is responsible for working with the AGENCIES to monitor the budget as trips are made. The County shall not make any payment for expenditures in excess of the contract amount (\$117,000.00).

4. FAMIKS shall maintain invoices and trip logs for all work performed under this contract. FAMIKS shall submit, for each AGENCY, on a monthly basis to the Transportation Program Coordinator the following information for services provided hereunder:

- a. List of clients served
- b. Dates of units served
- c. Number of no-shows / cancellations
- d. Mileage / trip run logs

5. FAMIKS shall submit an invoice to the Transportation Program Coordinator by the fifth of the month following provision of service. If no discrepancies are reported, invoices shall be submitted within ten days to the Cumberland County Finance Department for payment. Checks will be issued according to the Cumberland County Finance Department check issuance schedule. Submission of invoices after the fifth of the month shall result in later payment dates.

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Ebou Sankareh
President

Community Transportation Program
Ifetayo Farrakhan
Transportation Program Coordinator

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Contract Signature Page

Famiks Transport, Inc.

Contract #: 2022016

Amount: \$ 117,000.00

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."

NON-APPROPRIATION CLAUSE: This Agreement shall be subject to the annual appropriation of funds by the Cumberland County Board of Commissioners. Notwithstanding any provision herein to the contrary, in the event funds are not appropriated for this Agreement, County shall be entitled to immediately terminate this Agreement, without penalty or liability, except the payment of all contract fees due under this Agreement through and including the last day of service.

ATTEST

COUNTY OF CUMBERLAND

Candice White
Clerk

BY: _____
Charles Evans
Chair, Board of Commissioners

ATTEST

FAMIKS TRANSPORT, INC.

BY: _____
Witness

BY: _____
Ebou Sankareh
President

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

Approved for Legal Sufficiency
upon formal execution by all parties

BY: _____
County Finance Director

BY: _____
County Attorney's Office

STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND

AMENDMENT NUMBER _____
TO CONTRACT#2022016

This Amendment to the Contract dated as of July 1, 2021 – June 30, 2022 (the “Contract”) made this 18th Day of October 2021, by and between the COUNTY OF CUMBERLAND (“COUNTY”), and FAMIKS TRANSPORT, INC. (“Contractor”).

WHEREAS, the parties entered into the Service Contract#2022016 (hereafter “contract” for services to be provided by Contractor; and

WHEREAS, the parties desire to increase the reimbursement rate per passenger unit of service under Contract.

NOW THEREFORE, in consideration of the mutual covenants and undertakings herein contained, the parties do covenant and agree with each other that the reimbursement rate “\$24.50” in Paragraph 1, of the Contract shall be deleted and in lieu thereof the reimbursement rate of “\$25.50” shall be inserted.

Except as set forth herein, all of the terms and conditions of the Contract shall remain the same and in full force and effect during the term.

IN WITNESS WHEREOF, the parties have executed this Amendment to Service Contract as of the day and year first above written.

ATTEST:

COUNTY OF CUMBERLAND

BY: _____
Candice White / Clerk

BY: _____
Charles Evans, Chair, Board of Commissioners

ATTEST:

FAMIKS TRANSPORT, INC.

BY: _____
Witness

BY: _____
Ebou Sankareh / President

Approved for Legal Sufficiency
upon formal execution by all parties

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

BY: _____
Rick Moorefield / County Attorney

BY: _____
Vicki Evans / Finance Director

THIS AGREEMENT, hereinafter known as the RURAL TRANSPORTATION AGREEMENT, made and entered into by and between the County of Cumberland (hereinafter referred to as COUNTY), and FAMIKS Transport, Inc. (hereinafter referred to as FAMIKS).

WITNESSETH

WHEREAS, the COUNTY has developed a plan for Coordination of Transportation for Human Services; and

WHEREAS, this agreement will provide services for the Community Transportation Program (hereinafter referred to as AGENCY).

WHEREAS, the COUNTY was awarded state funds North Carolina Department of Transportation's (NCDOT) Rural Operating Assistance Program (ROAP), effective July 1, 2021 through June 30, 2022. Terms and Conditions of ROAP are hereby incorporated by reference.

NOW THEREFORE, in consideration of the mutual benefits to be derived herefrom, FAMIKS hereby agrees to provide service to a segment of the COUNTY'S client population through the Cumberland County Community Transportation Program under the following terms and conditions:

1. The rate shall be TWENTY FOUR DOLLARS and FIFTY CENTS (\$24.50) per passenger unit of service. The rate shall not be renegotiated during the period of the contract for any reason. For the purpose of this contract a unit is defined as each and every time a passenger boards a vehicle at a location and alights at another location within Cumberland County.

FAMIKS will collect a flat rate fare of TWO DOLLARS and FIFTY CENTS (\$2.50) per one-way trip per passenger trip. Upon embarking, each passenger shall pay such fare and sign the trip log. FAMIKS will collect, count and record daily fare box revenue. Fares collected will be applied to meet the local match requirement. FAMIKS shall retain the fares which will be subtracted from the unit rate when invoicing the COUNTY. Fare logs missing signatures for invoiced trips may result in non-payment by the COUNTY.

2. In cases of cancellation, the Community Transportation Program requires transportation requests to be canceled at least one (1) hour prior to pickup to avoid charges for these units. Any trip attempted but on which the client does not travel is coded as a "no-show". A record of no shows and cancellations shall be kept by FAMIKS, and delineated on the billing as such. The COUNTY shall not reimburse FAMIKS for no-shows. No-shows and cancellations shall be reported by FAMIKS to the Transportation Program Coordinator by the end of the week.

3. The COUNTY will pay FAMIKS after verification of invoices by the Transportation Program Coordinator. The total amount shall not exceed SEVEN THOUSAND SIX HUNDRED AND EIGHTY DOLLARS AND ZERO CENTS (\$7,680.00) as approved by the Cumberland County Transportation Advisory Board. FAMIKS is responsible for working with the AGENCY to monitor the budget as trips are made. The County shall not make any payment for expenditures in excess of the contract amount (\$7,680.00).

4. FAMIKS shall maintain invoices and trip logs for all work performed under this contract. FAMIKS shall submit on a monthly basis to the Transportation Program Coordinator the following information for services provided hereunder:

- a. List of clients served
- b. Dates of units served
- c. Number of no-shows / cancellations
- d. Fare revenue log
- e. Mileage / trip run logs

5. FAMIKS shall submit an invoice to the Transportation Program Coordinator by the fifth of the month following provision of service. If no discrepancies are reported, invoices shall be submitted within ten days to the Cumberland County Finance Department for payment. Checks will be issued according to the Cumberland County Finance Department check issuance schedule. Submission of invoices after the fifth of the month shall result in later payment dates.

6. In accordance with Federal Transit Administration (FTA) regulation 49 CFR Part 40 and 49 CFR Part 655, the Cumberland County Transportation Advisory Board (TAB) has adopted a drug and alcohol policy applicable to transportation service, which policy is incorporated herein by reference. FAMIKS agrees to adhere to all aspects of the drug and alcohol testing program. Furthermore, FAMIKS agrees to abide by any and all revisions to 49 CFR Part 40 and 49 CFR Part 655 as they are issued by FTA. Changes to 49 CFR Part 40 and 49 CFR Part 655 shall not effect the continuing validity or enforceability of this contract nor shall changes require contract modification.

7. All driver drug and alcohol testing will be completed through a testing site approved by the Transportation Program Coordinator. Concentra is the current approved site. The Transportation Program Coordinator will randomly select drivers annually to complete the DOT approved drug and alcohol testing. Testing is to be strictly applied to all safety sensitive employees of FAMIKS for pre-employment, random, reasonable suspicion, post-accident, and return-to-duty testing.

8. On a quarterly basis, beginning July 1, 2021 and ending June 30, 2022, FAMIKS shall submit an invoice to the Transportation Program Coordinator requesting reimbursement for the cost of its drug and alcohol testing required hereunder. Included in this request must be an original FAMIKS invoice for the total cost for drug and alcohol testing during the reimbursement period and copies of all invoices received by FAMIKS for drug and alcohol testing. The COUNTY will then request reimbursement for the cost of drug and alcohol testing from the North Carolina Department of Transportation Public Transportation Division. Reimbursement will be at the rate of 85% (0.85) of allowable charges. The COUNTY will issue a check to FAMIKS promptly after the COUNTY receives such reimbursement.

If the grants or appropriation of funds to provide drug and alcohol testing reimbursement are lawfully reduced, terminated, or not executed, the COUNTY, at its option, may terminate Paragraph Eight of this contract and shall give FAMIKS fifteen (15) days prior written notice of termination. Following the effective date of such termination, the COUNTY shall have no further obligation to make any payments. However, FAMIKS must continue to follow drug testing and training procedures.

9. Services will normally be provided Monday through Friday between the hours of 5:00 am to 8:00 pm. Transportation services shall not end until all client trips have been completed. Transportation will be provided on all holidays except Christmas and New Year's Day.

10. FAMIKS shall only undertake those trips and transport those passengers as authorized by the AGENCY and/or the Transportation Program Coordinator. AGENCY will notify FAMIKS of reservations for demand-response trips and changes to subscription trips one business day prior by 3:00 pm. Payment for trips scheduled by individual clients shall not be covered or reimbursed under this contract.

11. The transport company will wait ten (10) minutes for the client to show. After that time, the client will be counted as a no-show.

12. The driver will assist handicapped clients if necessary. FAMIKS must comply with the American with Disabilities Act as amended from time to time. FAMIKS shall have sufficient vehicles to transport wheelchair clients. No totally incapacitated clients shall be served pursuant to this contract. FAMIKS will not supply escorts, but must allow the passenger an escort if so requested. The escort must board and exit at the same location as the eligible client. Neither the escort, nor the AGENCY, may be charged for the escort.

13. Any and all information regarding a client of the Community Transportation Program is strictly confidential. Information shall not be released to any party in any form without authorization of the individual, the AGENCY and/or the Transportation Program Coordinator.

14. All drivers must be properly licensed in the State of North Carolina, have three years driving experience, and be at least 21 years of age. All drivers must have a good driving record for the preceding three years. A written driving record from the State Motor Vehicles Division must be submitted to the Transportation Program Coordinator annually for each driver. Additionally, all drivers who may operate vehicles of 15 or more passengers must possess a Commercial Driver's License with a Passenger endorsement.

15. All drivers shall, at all times while on duty in the performance of the services required herein, be neatly and cleanly dressed and maintain a courteous and cooperative attitude in their contact with the public. All drivers shall have an identification badge in plain view so that clients can easily recognize them. All drivers are required to wear ANSI Class 2 Vests at all times. Drivers will not be permitted to smoke or use smokeless tobacco inside the vehicles at any time.

16. FAMIKS employees and drivers providing service to AGENCY clients shall be certified in basic Red Cross First Aid and CPR. Copies of Red Cross certification must be provided to the Transportation Program Coordinator.

17. All drivers must receive the following training through programs approved by the Community Transportation Program and provide proof of successful completion to the Transportation Program Coordinator within thirty days of completion. FAMIKS will be responsible for meeting training requirements on the following subjects:

- First Aid Training and CPR
- OSHA Bloodborne Pathogens Training
- ADA Sensitivity Training
- Drug & Alcohol Training
- ADA Equipment and Safety Training
- Defensive Driving Training

All costs associated with employee training will be the responsibility of FAMIKS. FAMIKS is responsible for ensuring that each driver is properly acquainted with the requirements of the program and his/her responsibilities as a driver. The Community Transportation Program requires that all training be completed prior to any given driver begins providing service pursuant to this contract. Annual refresher training is required for all drivers.

18. FAMIKS shall ensure law enforcement and other proper authorities will be contacted in cases of accident, injury or traffic violation. FAMIKS must contact the Transportation Program Coordinator immediately, and the driver must be sent for drug and alcohol testing immediately. FAMIKS must submit a written report to the Transportation Program Coordinator describing any such event within 48 hours of the event. Included with this report shall also be a copy of the police report if applicable. In cases of injury always dial 911 and seek medical assistance.

19. FAMIKS shall ensure the safety of passengers by any and all means necessary, including but not limited to: driver training, retraining, and monitoring; use of seat belts; vehicle maintenance; maintaining order in and around vehicles; providing safety and emergency procedures; etc. All vehicles shall be equipped with fire extinguishers, web cutters, triangles, blood-borne pathogens kits, and first aid kits which shall be furnished by the FAMIKS. Drivers must have the capabilities of using all safety equipment.

FAMIKS shall ensure that all drivers are familiar with and follow the guidelines located in the Cumberland County System Safety Plan.

20. FAMIKS shall take appropriate action to prevent or minimize inconvenience experienced by clients and to ensure their safety and comfort. In the event of a service disruption or delay that would prevent a scheduled pick-up, FAMIKS is expected to respond appropriately in accordance with a contingency plan.

21. Vehicles are the responsibility of FAMIKS. All aspects of maintenance, repair, fuel costs, lease or note payment, cleaning, insurance, etc. are the responsibility of FAMIKS. All vehicles used by FAMIKS for the purposes of supplying transportation services for this contract must be owned or leased by FAMIKS. All vehicles must be clearly marked with FAMIKS's name and phone number as to allow passengers to identify the vehicles.

At minimum, FAMIKS is required to have six vehicles available for use of this program. At least four of those vehicles must have a wheelchair lift or be handicapped accessible. The contractor must have at their immediate disposal two backup vehicles. The COUNTY reserves the right to inspect vehicles for adequacy at announced or unannounced times.

FAMIKS shall comply with all scheduled maintenance so that all vehicles used for this program are at a minimum in accordance with the manufacturer's specifications and/or in accordance with the State's vehicle maintenance standards.

22. FAMIKS shall perform daily pre-trip and post-trip safety inspections on all vehicles. Vehicles failing the daily inspection will not be used in service until the reason for failure is corrected. The Community Transportation Program reserves the right to insure that vehicles are being maintained properly and are in safe operating condition. For passenger comfort, the heating and air-conditioning units of all vehicles must be kept in proper working order. FAMIKS shall keep vehicles clean inside and out. All vehicle exteriors shall be washed weekly and interiors cleaned on a daily basis.

The Community Transportation Program may inspect vehicles at any reasonable time and may bar a vehicle from service until problem(s) are corrected. All service records will be kept for all vehicles for a minimum of 5 years and will be made available to the Transportation Program Coordinator on request.

23. FAMIKS shall ensure all vehicles are properly registered and inspected by the state and have a current inspection sticker. FAMIKS shall provide proof of current

registration and inspections annually to the Transportation Program Coordinator for all vehicles.

24. FAMIKS shall maintain adequate insurance (\$1.5M for vehicles with a seating capacity of 15 passengers or less or \$5M for vehicles with a seating capacity of 16 passengers or more) as required by the State of North Carolina covering comprehensive, general liability, commercial automobile, and worker's compensation insurance to protect against the perils of bodily and personal injury and property damage and such liabilities as are imposed or required to be insured against by law. FAMIKS shall provide proof of current insurance annually to the Transportation Program Coordinator.

25. The Transportation Program Coordinator shall determine and document eligibility for service under the guidelines for service of its applicable funding sources. No fees shall be charged to individuals determined to be eligible unless expressly authorized in this contract.

26. FAMIKS and all personnel acting for it may not solicit or accept any tips or gifts of any kind. If a passenger would like to contribute to the AGENCY's program, he/she may do so by contacting the Community Transportation Program directly.

27. Any disputes relating to this agreement shall be referred to the Cumberland County Transportation Advisory Board for final resolution.

28. FAMIKS will verbally inform the Transportation Program Coordinator by the end of the workday if feasible, and no later than the start of the next day, of any complaints received. FAMIKS shall provide a written report, when requested, to the Transportation Program Coordinator within 24 hours, containing a brief description of the complaint, as well as a proposed plan detailing steps that can be taken to avoid the occurrence of a complaint-producing incident in the future.

29. Cumberland County, the Community Transportation Program, the NCDOT and USDOT, or their designee(s) may at any time perform audits of the financial books, records, and accounts of FAMIKS. FAMIKS agrees to preserve, and to cause any subcontractor to preserve and make available, for a period of five years after the completion of a contract, any and all financial, operations, administrative, and maintenance records pertaining to this contract.

If any overpayment is uncovered in such an audit, it may be charged against FAMIKS future invoices. The Community Transportation Program may withhold payment for services which failed to meet service specifications or are otherwise questionable.

30. NOTICES: Any notice to be given by either party to the other under this Agreement shall be in writing and shall be deemed to have been sufficiently given if delivered by hand, with written acknowledgement of receipt, or mailed to the other party by certified mail return receipt requested the following addresses or to such other addresses as either party from time to time designates in writing to the other for the receipt of notice.

FAMIKS Transport, Inc.
Ebou Sankareh
President
119 Harvest Lane
Raeford, NC 28376
(910) 322-1427

Community Transportation Program
Ifetayo Farrakhan
Transportation Program Coordinator
130 Gillespie Street
Fayetteville, NC 28301
(910) 678-7624

31. INDEMNIFICATION: FAMIKS shall indemnify and hold harmless the COUNTY from any and all liability, loss, or damage which may arise in the provision of said service due to the action or inaction of FAMIKS or its agents.

32. NOTICE OF TERMINATION: This contract may be terminated by either party upon thirty (30) days prior written notice. In the event of termination prior to the normal expiration date of this Agreement, the COUNTY shall pay FAMIKS the cost of transportation provided to AGENCY clients through and including midnight of the day of termination.

33. NOTICE OF MODIFICATION: This contract may be amended only in writing signed by each party.

34. NOTICE OF TERM: This contract shall be in effect from July 1, 2021 to June 30, 2022.

35. ASSIGNMENT CLAUSE: Neither of the parties may assign all or part of its rights under this Agreement, or delegate any performance hereunder or subcontract, without first obtaining the other party's written approval thereof.

36. SEVERABILITY: If any provision of this Agreement, or any portion thereof, is held unenforceable or invalid by any Court of competent jurisdiction, the validity or enforceability of the remaining provisions, or portions thereof, shall not be affected thereby and shall remain in full force and effect.

37. WAIVER CLAUSE: If either party shall waive any breach of any term, covenant, or condition of this Agreement, it shall not be deemed a waiver of any subsequent breach hereof.

38. BINDING EFFECT: This Agreement shall be binding upon and inure to the benefit of the successors, legal representatives, and assigns of the parties hereto, subject to the restrictions herein on assignment.

39. ENFORCEABILITY CLAUSE: This Agreement shall be governed by the internal laws of the State of North Carolina without regard to the conflict of laws provisions thereof. The parties agree that North Carolina courts shall have jurisdiction over any disputes arising out of this Agreement and that venue is and shall be in Cumberland County, North Carolina.

40. The CUMBERLAND COUNTY COMMUNITY TRANSPORTATION PROGRAM REQUEST FOR PROPOSAL, FAMIKS TRANSPORT, INC. PROPOSAL, and the CUMBERLAND COUNTY SYSTEM SAFETY PLAN are hereby incorporated by reference, including all stated federal and state requirements and certifications.

Contract Signature Page

Famiks Transport, Inc.

Contract #: 2022017

Amount: \$ 7,680

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."

NON-APPROPRIATION CLAUSE: This Agreement shall be subject to the annual appropriation of funds by the Cumberland County Board of Commissioners. Notwithstanding any provision herein to the contrary, in the event funds are not appropriated for this Agreement, County shall be entitled to immediately terminate this Agreement, without penalty or liability, except the payment of all contract fees due under this Agreement through and including the last day of service.

ATTEST

COUNTY OF CUMBERLAND

Candice White
Clerk

BY: _____
Charles Evans
Chair, Board of Commissioners

ATTEST

FAMIKS TRANSPORT, INC.

BY: _____
Witness

BY: _____
Ebou Sankareh
President

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

Approved for Legal Sufficiency
upon formal execution by all parties

BY: _____
County Finance Director

BY: _____
County Attorney's Office

STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND

AMENDMENT NUMBER _____
TO CONTRACT#2022017

This Amendment to the Contract dated as of July 1, 2021 – June 30, 2022 (the “Contract”) made this 18th Day of October 2021, by and between the COUNTY OF CUMBERLAND (“COUNTY”), and FAMIKS TRANSPORT, INC. (“Contractor”).

WHEREAS, the parties entered into the Service Contract#2022017 (hereafter “contract” for services to be provided by Contractor; and

WHEREAS, the parties desire to increase the reimbursement rate per passenger unit of service under Contract.

NOW THEREFORE, in consideration of the mutual covenants and undertakings herein contained, the parties do covenant and agree with each other that the reimbursement rate “\$24.50” in Paragraph 1, of the Contract shall be deleted and in lieu thereof the reimbursement rate of “\$25.50” shall be inserted.

Except as set forth herein, all of the terms and conditions of the Contract shall remain the same and in full force and effect during the term.

IN WITNESS WHEREOF, the parties have executed this Amendment to Service Contract as of the day and year first above written.

ATTEST:

COUNTY OF CUMBERLAND

BY: _____
Candice White / Clerk

BY: _____
Charles Evans, Chair, Board of Commissioners

ATTEST:

FAMIKS TRANSPORT, INC.

BY: _____
Witness

BY: _____
Ebou Sankareh / President

Approved for Legal Sufficiency
upon formal execution by all parties

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

BY: _____
Rick Moorefield / County Attorney

BY: _____
Vicki Evans / Finance Director



FINANCE OFFICE

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF OCTOBER 18, 2021

TO: BOARD OF COUNTY COMMISSIONERS

FROM: VICKI EVANS, FINANCE DIRECTOR

DATE: 10/14/2021

SUBJECT: REQUEST TO CONSIDER CONTRACTS AT REGULAR BOARD OF COMMISSIONERS' MEETINGS

BACKGROUND

The County's contract approval process now requires Board of Commissioner approval and the Chairman's signature at the end of the contract approval workflow. There have been times when the contract approval process has taken longer because of the requirement to present the contract at a Board of Commissioner Agenda Session Meeting which occurs once monthly, and then receive approval at the next regular board meeting. Depending on the date of legal sufficiency approval, there is potential for a contract to be pending board approval for up to 45 days.

To become more efficient in the contract approval process, staff are requesting approval for contracts to be presented as an item of business at a regularly scheduled board meeting if waiting for the next Agenda Session will create delays that impact the project timeline or cost.

RECOMMENDATION / PROPOSED ACTION

At the October 14, 2021 Agenda Session, the Board approved moving the following action as a Consent Item on the October 18, 2021 Board of Commissioner's Meeting:

Approval for contracts to be presented as an item of business at the regularly scheduled Board of Commissioner meetings if waiting for the next Agenda Session will result in project delays.



COMMUNITY DEVELOPMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF OCTOBER 18, 2021

TO: BOARD OF COUNTY COMMISSIONERS

FROM: DEE TAYLOR, DIRECTOR OF COMMUNITY DEVELOPMENT

DATE: 10/14/2021

**SUBJECT: REVISED COMMUNITY DEVELOPMENT RENTAL REHABILITATION
PROGRAM POLICY**

BACKGROUND

The Community Development Department is revising certain program policies in an effort to achieve the goals and objectives outlined in the 2020 – 2024 Consolidated Plan. The purpose of revising the Rental Rehabilitation Program policy is to achieve the following specific goals:

- Increase affordable rental housing units in the community;
- Increase the interest in the program from local investors / owners; and
- Improve access to affordable housing for special populations (elderly, disabled, homeless, victims of domestic violence, and large families).

The main changes in the policy include the loan terms and targeting special populations. Additional verbiage has been included to further clarify program requirements. The revised policy is attached with the changes highlighted in blue text.

RECOMMENDATION / PROPOSED ACTION

At the October 14, 2021 Agenda Session Meeting, the Board of Commissioners approved placing the proposed action below as a Consent Item on the October 18, 2021 Board of Commissioners' Meeting agenda:

- Approve the revised Community Development Rental Rehabilitation Program Policy.

ATTACHMENTS:

Description

Type

Revised Community Development Rental Rehabilitation Program Policy

Backup Material

7. RENTAL REHABILITATION PROGRAM – CDBG

PROGRAM OVERVIEW

Purpose

The Rental Rehabilitation Program was developed by Cumberland County Community Development (CCCD) after much consideration of the program goals, characteristics of properties, renters and owners, and the expressed concerns of the citizens through the Citizen Participation process. There are many standard rental housings available in the community but most of these units are not affordable to low-income households. The purpose of the Rental Rehabilitation Program is to allow eligible applicants (investor-owners / landlords) to use CCCD funds to rehabilitate existing units to bring up to quality standards. In return, the applicant would rent these units to low-income households. The following are the goals and criteria established for the program:

- Maintain and/or increase the supply of safe, decent, energy efficient, and affordable rental housing for eligible Cumberland County residents, especially special populations to include elderly, disabled, homeless, victims of domestic violence, and large families;
- Assure that rents remain affordable for the low-income tenants after the rehabilitation of the property;
- Help investors / owners, including those who have low-incomes themselves, make repairs to dilapidated properties; and
- Assure that assisted properties are well maintained after rehabilitation.

Funding for the Rental Rehabilitation Program is provided primarily through the Community Development Block Grant (CDBG) established through the U.S. Department of Housing and Urban Development (HUD). Eligible applicants (Investors / Owners / Landlords) will be able to obtain financial assistance either through a direct loan or through a forgivable deferred loan from CCCD.

The eligible applicant will be required to comply with specific program provisions such as rent and occupancy requirements over the length of an affordability period to ensure that CCCD's objective is met, as well as ensure compliance with federal regulations. The required affordability period can range from five to fifteen years, depending on the amount of CDBG program financing provided to the applicant.

Note: Priority funding will be given to eligible applicants of the owner-occupied housing rehabilitation program.

PROGRAM ELIGIBILITY

Applicant (Investor / Owner / Landlord) Eligibility Criteria

- Applicant must have (or be able to obtain) an ownership interest in the property;
- Proof of ownership will be required in the form of a deed or land contract that is recorded in the office of the County Register of Deeds.
- Eligible applicants of the rental housing may include private individuals, public agencies, or nonprofit organizations.

- All real estate taxes must be paid and charges for all other public services (water and sewer) must be current for the property where improvements are being considered and all other properties owned by the applicant in the County of Cumberland.
- No applicant shall receive assistance if: (1) the owner is in default of a mortgage, contract for deed, or comparable obligation; (2) the owner is currently engaged in bankruptcy proceedings; or (3) there are unsatisfied/uncancelled court judgments filed against the property.
- Applicant will be required to lease to households with incomes at or below 80% of the Area Median Income (AMI).
- Applicant will be required to participate in a two-hour compliance training provided by CCCD staff.

Maximum Number of Properties

Applicants / investors cannot have more than two projects enrolled at one time in the Rental Rehabilitation Program. In addition, applicants / investors will be required to wait at least six (6) months from the closing date of their last CCCD loan to submit another Rental Rehabilitation Program application.

Contractor Selection

CCCD will identify local contractors who have been approved for work under this program. Property owners are also able to select contractors who will be asked to submit proposals for the work. All contractors must be approved by CCCD before they can work on any property where assistance is being provided under this program. Based on the work write-ups, an attempt to secure a minimum of three bids from eligible contractors must be documented in the file. Projects requiring immediate repairs of certain elements of a housing unit in emergency situations, are excepted from this requirement. CCCD staff will make the determination of what is considered an emergency project.

Funding Priorities

Applications for rental rehabilitation shall be accepted at any time during the lifetime of the program, or until all available funds are committed to rehabilitation projects. Applicants who qualify for rental rehabilitation assistance shall be processed and inspected on a "first-come, first-served" basis.

Several factors may affect the order or sequence by which Applicants may receive rental rehabilitation assistance. Applicants shall be notified that the availability of rental rehabilitation assistance depends upon:

- A detailed inspection of the house.
- The types of repairs which are needed and allowable under the program's guidelines.
- The cost of the repairs based on bids.
- The financial and structural feasibility of undertaking a repair job for the house.
- The Applicant's own initiative and diligence in obtaining bids within the allotted 60 days.

Preference will be given to those projects located within a Neighborhood Revitalization Strategy Area (NRSA) or other targeted areas.

Loan Rates / Terms

The Rental Rehabilitation Program consists of the following loan rates and terms:

- Rehabilitation only - repaid over 15 years at 0% interest; or
- Rehabilitation and Acquisition or Refinance – repaid over 15 or 30 years at 0% interest.

Financing Options

The applicant will have two financing options to choose:

Option 1 - Full amortized direct loan: applicant must commit to make the property available to tenants with incomes at or below 80% of the Area Median Income (AMI); or

Option 2 – Full forgivable deferred loan: applicant commits to make the property available exclusively for lease to households with individuals that are:

- Age 62 years or older;
- homeless;
- disabled (mental or physical impairment);
- victims of domestic violence; and/or
- in large families (5 persons or more).

With either loan option, the property must remain on the affordable rental market after rehabilitation is complete and for the duration of the affordability period specified below. The property must be leased at no more than HUD's Section 8 Fair Market Rents. All tenants, including those listed under Option 2 above, must have household incomes that are 80% and below the AMI. All loans will be secured by personal guarantees from all property owners along with Deeds of Trust on the property and Promissory Note to ensure that properties are used as affordable housing for the compliance period. Additionally, early repayment of the loan does not negate the responsibility of the property owner to use the property for affordable, income restricted housing for the full affordability period outlined in these provisions.

Minimum and Maximum Loan Amounts

The minimum level of assistance for the applicant will be \$1,000 per unit to be rehabilitated. Two-to-four-unit properties must have an average minimum of \$1,000 per unit. There are no stated maximum levels of assistance for the applicant of the rental properties described in the applicable federal regulations; however, in order to assure the property is affordable and in line with the intent of the program, the loan amount cannot exceed 90% of the after-rehab value of the property or \$125,000 for one-unit single family homes, whichever is less. For two-family units and more, values will be established by the HUD regulations as outlined in Section 203 (b). The property must be such that it can be repaired and meet CCCD combined loan to value underwriting guideline of no more than 90% of the after-rehab value of the property. The level of assistance must be sufficient enough to make the rehabilitation viable and to convince the owner to assume a financial obligation that also restricts long-term rental income and must not create any windfall profit opportunities.

CCCD will make exceptions to the cap established under two conditions:

1. When a home, in addition to the customary rehabilitation expenditures, also includes necessary accessibility improvements to meet the objectives of the Americans with Disabilities Act (ADA).
2. When it is determined that improvements over and above normal improvements are necessary to correct a serious health and/ or safety condition(s). In no case shall the cost of rehabilitation exceed 100% of the Estimated Market Value (EMV), as determined by the County Assessor or a certified professional appraiser, nor shall the rehabilitation cost, when added to the outstanding loan to value, be more than 90% of the EMV, as determined by the County Assessor or a certified professional appraiser.

The owner must be willing and able to pay all rehabilitation costs exceeding 100% of the value with funds not secured by the property.

Income and Assets

Investors will be subject to the same review of their credit history as Owner-Occupants. There are no stated maximum levels of income and/or assets to receive assistance for the Investors of the rental properties as prescribed in the CDBG regulations.

One of the stated goals of this program is to provide decent, affordable housing to low-income individuals and/or families. Without government assistance, many structural improvements would have to be made at market interest rates and terms causing higher rents which would be less affordable for low-income persons.

To provide favorable loan terms and require rent controls and occupancy restrictions is a reasonable approach as designated in Rental Agreements (Exhibit A) and Maintenance Agreements (Exhibit B). Therefore, no income or asset restrictions will be declared for Investors.

Underwriting

For this program to be marketable, it is critical that we understand the investor's financial history as well as that of the property and provide a loan product that will address both the needs of the investor and the citizens of Cumberland County. We must underwrite each property individually. The income and expense statement for the applicant and the property should be carefully analyzed to understand how much debt can be supported. Terms and conditions are negotiable for County approved Community Housing Development Organizations (CHDO's) or [Community-Based Development Organizations \(CBDO's\)](#).

Combined Loan to Value Ratios (CLTV)

The normal CLTV ratio for investor loans is between 70%-80% in the private market. For affordable housing programs, a CLTV of ninety percent (90%) of the after-rehabilitation value is more reasonable. It is more flexible than the market but more stringent than the 100% used in the Owner-Occupied Program. Ninety percent (90%) CLTV will be used for this program. CCCD will either hold the first or second mortgage position. Lower positions will not be considered.

Loan Conditions

Maintenance and Rental Agreements will be required to participate in the Rental Rehabilitation Program. Additional conditions may be placed on the loan; however, all conditions are part of the loan documents that remain in force and will be monitored by [CCCCD staff](#) for the specific term of the loan.

Credit History

Applicants will be responsible for a nonrefundable \$50.00 application fee when presenting their application to help minimize frivolous applications. CCCD will waive the application fee for applicants who are non-profit entities. Applicants will be subject to the same review of their credit history as first-time homebuyers. In the event of loan delay because of the credit history of the applicant, they will be referred to Consumer Credit Counseling to help achieve the needed credit record.

Eligible Costs

CCCCD funds may be used for eligible rental rehabilitation costs outlined in 24 CFR 570.202. A determination of the structural suitability of a house for rehabilitation may be made by the CCCD staff, based on the Housing Rehabilitation Standards established by Community Development. All code violations must be corrected if assistance is provided under this program.

Property Eligibility

- Property must be owned by the applicant;
- Property must be located within Cumberland County;
- Property taxes (including interest, fees and other costs associated with collection) must be current and utility bills paid;
- Adequate insurance must be secured for the property before any work is done under this program;
- Assistance can apply towards single-family and multi-family properties.
- Structure must require rehabilitation, at a minimum cost of \$1,000, of at least one primary system (i.e.: foundation, electrical, plumbing, roof) to resolve code deficiencies;
- Property must comply with HUD's Lead Based Paint rule; and
- Vacant units may be eligible for rehabilitation, provided that upon completion of the rehabilitation, the occupancy requirements are met.

Mixed-Use Buildings: A mixed-use building which is partially utilized for commercial purposes and partially utilized for residential purposes may be assisted by the Rental Rehabilitation Program. However, only those improvements which benefit the residential portion of the building can be paid for with CCCD funds. Improvements which benefit the commercial portion of a mixed-use building must be paid for with other funds. In the event a mixed-use building is proposed for rehabilitation, CCCD may seek such additional guidance as may be necessary to administer the program funds.

New construction of multi-family rental housing may be eligible for developers only through the Affordable Housing Development Program.

The following are not eligible for assistance:

- Temporary or movable structures.

- Satellite buildings used primarily for storage.
- Detached garages.
- Other structures which do not meet the test of a principal place of residence.
- Property located in areas identified as having special flood hazards by the Federal Emergency Management Agency will not be eligible unless the owner obtains (and maintains) flood insurance under the National Flood Insurance Program.
- Properties that are in such poor condition that rehabilitation is not a feasible option.

No building shall receive CCCD funds if property taxes or utility bills are delinquent and unpaid. Applicants may apply for the program and have their eligibility determined, but no rehabilitation work shall be placed under contract unless property taxes, (including interest, fees and other costs associated with collection) and utility bills are paid in full as of the most recent billing period.

OCCUPANCY AND OTHER PROGRAM REQUIREMENTS

Occupancy Requirements

CCCD includes rent and occupancy restrictions to ensure that program objectives are met, as well as to ensure compliance with federal regulations. Required rent occupancy restrictions can range from five to fifteen years, depending on the amount of CDBG financing provided and whether the project is a rehab or new construction.

Applicants must have properties occupied within 90 days of the completion of the rehabilitation project. If the rental unit is not occupied by an eligible tenant within 90 days of the completion of the rehabilitation project (documented by the final inspection), the loan will be deemed ineligible and immediately due and payable. The property must be leased and occupied by low-moderate income tenants for a period of no less than the number of years indicated for the type of loan approved and as long as the property is financed by CCCD funds.

Rent and Income Restrictions

Once rehabilitation is complete, each CCCD assisted unit is subject to certain program restrictions:

The after-rehabilitation rents required to effectively support the property, including the additional rehabilitation project debt service, must be made affordable, not to exceed HUD's Fair Market Rents (FMR). The applicant must comply with income, rent control, and maintenance agreement for the entire affordability period.

During the affordability period, each unit must be rented to an eligible lower income tenant with rent (including utilities paid by the tenant) that does not exceed the current applicable HUD's fair market rent limit. The maximum rents are recalculated by HUD on a periodic basis and will be made available to rental project owners/managers.

Owners of CDBG-assisted rental housing must provide information on rents and tenant occupancy annually to CCCD to demonstrate compliance with program requirements through the affordability period.

Each tenant must qualify under the income limits established by the U.S. Department of Housing and Urban Development when the property is approved for assistance. The applicants are not required to meet any income requirements. However, the income of the tenants shall be monitored by the Community Development staff to ensure that the minimum number of households required to meet the low- and moderate-income occupancy standards are met. In addition to the definitions contained in federal regulations, and for the purpose of establishing eligibility for housing rehabilitation assistance under the Rental Rehabilitation Program, Annual Income, as defined in 24 CFR Part 5 and periodically updated, shall be projected forward for the next 12 months.

Affordability Period

Amount of Assistance Per Unit	Minimum period of affordability in years
Less than \$15,000	5
\$15,000 to \$40,000	10
More than \$40,000 or refinancing or acquisition, rehabilitation, and reconstruction	15

CCCD will not restrict the income of the owners of the investment property and will allow varying forms of ownerships, including individuals, partnerships and corporations. However, tenants must be at or below 80% of the median income as defined by the U.S. Department of Housing and Urban Development (HUD).

Lease Requirements

A lease must be executed between the property owner and the tenant for all Rental Rehabilitation Program assisted units for a period of not less than one year, unless a lesser period is mutually agreed upon in writing by the property owner and tenant. Specific provisions that may not be included in the lease are:

- (1) Agreement to be sued. Agreement by the tenant to be sued, to admit guilt, or to a judgment in favor of the owner in a lawsuit brought in connection with the lease;
- (2) Treatment of property. Agreement by the tenant that the owner may take, hold, or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the housing unit after the tenant has moved out of the unit. The owner may dispose of this personal property in accordance with State law;
- (3) Excusing owner from responsibility. Agreement by the tenant not to hold the owner or the owner's agents legally responsible for any action or failure to act, whether intentional or negligent;
- (4) Waiver of notice. Agreement of the tenant that the owner may institute a lawsuit without notice to the tenant;
- (5) Waiver of legal proceedings. Agreement by the tenant that the owner may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties;
- (6) Waiver of a jury trial. Agreement by the tenant to waive any right to a trial by jury;

(7) Waiver of right to appeal court decision. Agreement by the tenant to waive the tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease;

(8) Tenant chargeable with cost of legal actions regardless of outcome. Agreement by the tenant to pay attorney's fees or other legal costs even if the tenant wins in a court proceeding by the owner against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses; and

(9) Mandatory supportive services. Agreement by the tenant (other than a tenant in transitional housing) to accept supportive services that are offered.

To terminate tenancy, the owner must comply with all applicable federal, state, and local laws.

REHABILITATION STANDARDS

At a minimum, all rehabilitation work must comply with applicable federal, state and local housing standards, zoning ordinances, and existing housing codes related to health and safety, lead-based paint requirements, and cost-effective energy conservation measures.

INELIGIBLE ACTIVITIES

The proposed rehabilitation must not cause the displacement of low- and moderate-income persons, either physically or financially. If displacement does occur, the property owner will be required to provide relocation benefits as required by the Uniform Relocation Act to displaced tenants.

Rehabilitation of Occupied Units - Tenant Assistance Policy

Applicants are cautioned that any existing tenants must be given the opportunity to remain in the project under reasonable terms and conditions including a rent that is considered affordable based on their household income. If units are occupied at the time of application submission, CCCD staff will interview tenants to see if they and/or the project qualify for assistance based on the eligibility criteria and based on availability. If neither the project or the existing tenants qualify or permanent relocation is required, the project will not be eligible for funding. If the extent of the rehabilitation requires temporary relocation of tenants, the applicant will be required to provide tenants with sufficient assistance to ensure that any temporary move is made at no cost to the tenants. CCCD funds may be used to pay for the costs to relocate the tenants. Rehabilitation of occupied units will only be considered if the extent of the rehabilitation does not require permanent relocation of existing tenants.

GENERAL PROGRAM REQUIREMENTS

Compliance and Monitoring

- At least annually, CCCD staff will monitor Rental Rehabilitation Program projects for compliance with program requirements and written agreements.
- Onsite inspections for compliance with housing quality standards will be made once during the first year and at least once every third year thereafter during the period of affordability.

- The owner remains responsible for submitting annually all rent and utility allowances, all initial tenant income information, and annual tenant income recertifications to CCCD staff for review.
- Total tenant household income must not exceed income limits at 80% AMI or below, adjusted for family size. HUD Income guidelines must be met annually and verified through the submission of a copy of tenant's income.
- Property Taxes must remain current and replacement cost insurance must be in force for the full affordability period showing the County as additional insured.

Compliance for these items will be handled through CCCD office. Noncompliance with program requirements or written agreements will result in default of CCCD financing, and the balance(s) of any CCCD provided financing will become immediately due and payable.

Affirmative Marketing

The owner must affirmatively market vacant units and assisted units which become vacated during the required affordability period. The owner shall ensure that all units are marketed in a manner to affirmatively further fair housing practices. The owner also agrees not to discriminate against tenants solely because they receive rental subsidy assistance or are qualified to receive such assistance.

At a minimum, the property owner must market their properties using advertising mediums where the target population are most likely to access including, but not limited to SocialServe (www.socialserve.com) and collaborate with providers within the local Continuum of Care (CoC) on Homelessness and other entities that serve the target population. The property owner shall notify the CoC Coordinate Entry Staff and update SocialServe immediately when it is known that a vacancy will occur.

Environmental Review

Community Development staff shall determine the location of each assisted unit in relation to any floodplains as identified by a Flood Insurance Rate Map (FIRM) and, should a building be located in such a floodplain, take such actions as are required by federal regulations.

All rental rehabilitation projects must comply with environmental review requirements of the financing source used. An environmental review must be completed by CCCD prior to execution of a contract between the County and the property owner.

Davis-Bacon

The Davis-Bacon Act requires the payment of prevailing wage rates (which are determined by the U.S. Department of Labor) to all laborers and mechanics on certain construction projects in excess of \$2,000 that involve federal funding, such as CDBG.

Rental rehabilitation projects with seven units or less do not trigger Davis-Bacon wages. Davis-Bacon wages apply to all rental rehabilitation projects with eight or more units. Commercial rehabilitation activities, such as roof repair or fire separation upgrades, that take place in the building during the rental rehabilitation project will trigger Davis-Bacon wages for all investment activities.

Other Regulatory Requirements

Any applicant receiving funds to rehabilitate properties through this program will also be required to abide by the following laws and regulations pertaining to the following:

- Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.)
- The Fair Housing Act (42 U.S.C. 3601-3620)
- Equal Opportunity in Housing (Executive Order 11063, as amended by Executive Order 12259)
- Age Discrimination Act of 1975, as amended (42 U.S.C. 6101)
- American with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218, and 225)
- Section 504 of the Rehabilitation Act of 1973
- Violence Against Women Act (VAWA) of 2013
- Conflict of Interest – 24 CFR Part 570.611

Access to Records

CCCD and the property owner will be required to provide citizens with reasonable access to records regarding the past use of CDBG funds, consistent with applicable state and local laws regarding privacy and confidentiality.

Record Retention

The owner shall maintain all records needed to document compliance with the agreement for at least five years after completion of the minimum affordability period.

Debarment and Suspension

CCCD must not make any award or contract to any entity which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, “Debarment and Suspension.”

REFERENCES:

- CDBG Regulations - 24 CFR Part 570
- HOME and CDBG Guidebook: <https://files.hudexchange.info/resources/documents/HOME-CDBGGuidebook.pdf>
- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards - 2 CFR Part 200

EXHIBIT A

RENTAL AGREEMENT

A condition of the loan will be an agreement between the Investor / Owner and Cumberland County Community Development (CCCD) and the ongoing compliance with this Agreement to abide by the following restrictions:

- Rent all units assisted with CCCD funding to persons with income at or below 80% of median income, as determined by the [U.S. Department of Housing and Urban Development \(HUD\)](#). This applies to all existing tenants and tenants signing leases for the first time.
- [Rents for all units assisted with CCCD funding will be made affordable not to exceed HUD's Fair Market Rents \(FMR\)](#). In the case of existing in-place tenants, you may not charge rents higher than the rent in effect prior to the rehabilitation, except that current rents may be increased in future years to the housing Consumer Price Index (not to exceed FMR) and current tenants who receive Section 8 assistance during their tenancy may be charged the FMR.
- [All units must remain as affordable rental housing for eligible lower income tenants during the duration of the applicable affordability period per program rules and regulations.](#)
- Units occupied by existing tenants who are over 80% [of the area median income](#) may not be assisted with CCCD funding, however, no tenants may be asked to move or otherwise be displaced as a result of using CCCD funding. [Both the project and the tenants must meet eligibility requirements.](#)
- Tenants who are initially income-eligible may not be displaced or have their rent raised above the allowable rents, even if their income rises above the income eligibility limits during their tenancy.
- [Owner agrees to annually provide CCCD copies of executed lease agreement\(s\), tenant\(s\) income certification / recertification, rent charged, and utility allowance for each unit during the affordability period.](#)

Investor

Date

Witness

Date

EXHIBIT B

MAINTENANCE AGREEMENT

The Investor / Owner agrees to abide by the following maintenance items during the affordability period:

Maintain all units assisted by this program in compliance with the Section 8 Housing Quality Standards established by the U.S. Department of Housing and Urban Development (HUD) and local minimum standards. Copies of these standards are available at the Cumberland County Community Development (CCCD) Office.

Participate in the [initial and annual inspections](#) by CCCD selected inspectors, allowing free and timely access to all units and connecting properties.

If at any time there is found noncompliance with the conditions set forth during an initial and annual inspection, or upon failure of the Investor / Owner to provide timely access, CCCD will issue a Notification of Noncompliance listing in detail the required maintenance and repair items. The owner will have 45 days to bring the property into compliance. If compliance is not achieved within the 45 days, the loan immediately becomes due and payable and the owner is subject to a \$50 a day fine, regardless of whether the loan is paid in full or the property foreclosed. When, prior to the end of the 45 day notice period, the owner submits a written appeal and supporting documentation, CCCD may at its own discretion, issue a waiver for that owner for a specified, limited amount of time. The owner must, at a minimum, either show evidence of a good faith effort to achieve compliance and a plan for achieving compliance, or demonstrate that compliance is neither feasible nor necessary to maintain health and safety. The final decision as to feasibility or necessity to maintain health and safety will be made by CCCD. If the property is still in noncompliance, then CCCD will follow the process to recapture the funds provided to the Investor / Owner.

Investor / Owner

Date

Witness

Date



COMMUNITY DEVELOPMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF OCTOBER 18, 2021

TO: BOARD OF COUNTY COMMISSIONERS

FROM: DEE TAYLOR, DIRECTOR OF COMMUNITY DEVELOPMENT

DATE: 10/14/2021

SUBJECT: ORGCODE CONSULTING, INC. PROPOSAL FOR A HOMELESSNESS STRATEGIC PLAN

BACKGROUND

Through a Request for Proposal process, Cumberland County selected OrgCode Consulting, Inc. to develop a Three-Year Homelessness Strategic Plan. 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 outlined 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.

At the September 20, 2021 Board of Commissioners Meeting, the Board approved the consent item for County staff to proceed with engaging OrgCode Consulting, Inc. to develop a scope of work detailing an implementation plan for recommendations from the Homeless Strategic Plan and present the proposal at the October Agenda Session meeting.

Funding is available within the Community Development budget to begin implementation of the recommendations identified in the Homeless Study.

RECOMMENDATION / PROPOSED ACTION

At the October 14, 2021 Agenda Session Meeting, the Board of Commissioners approved placing the proposed action below as a Consent Item on the October 18, 2021 Board of Commissioners' Meeting agenda:

- Approve the proposed service offer submitted by OrgCode Consulting, Inc. in the amount not to exceed \$30,500.

ATTACHMENTS:

Description

OrgCode Consulting, Inc. Proposal for a Homelessness Strategic Plan

Type

Backup Material

SERVICE OFFER

Implementation of the 2021-2024 Cumberland County Homelessness Strategic Plan

October 6, 2021

Proposal submitted by:

OrgCode Consulting, Inc.

610 Ford Drive, Suite 247

Oakville, ON L6J 7W4

T: 416-698-9700

T: 800-355-0420

E: info@orgcode.com

F: 416-352-1498

www.orgcode.com

Contact:

Cindy J. Crain

Senior Associate

817-991-9127

ccrain@orgcode.com



OrgCode Consulting, Inc. is pleased to submit a service offer to Cumberland County in response to your request to complete the following assignment:

Background on Our Understanding of Your Needs

OrgCode Consulting, Inc. served as the facilitating consultant in the development of the Cumberland County three year Homelessness Strategic Plan. With the initial plan laid out and reviewed by both the Cumberland County Board of Commissioners as well as the Cumberland County Continuum of Care, the community is in need of assistance in moving from planning to implementation of the strategic plan.

To be successful in this work, OrgCode would need the commitment and involvement of local leadership to partner in our efforts to begin the process and assure that upon completion the community will be well organized to proceed in sustaining the implementation of the strategic plan moving forward.

Proposed Work Plan

Phase 1: Organization of Community Implementation of the Strategic Plan

A. Define Leadership, Taskforce and Working Groups

OrgCode will conduct a series of discussions with key stakeholders and the CoC to determine a leadership and decision making structure organized around impact areas as well as the over all plan. These discussions will be specific to naming leadership and assigning commitments and responsibilities.

The working groups and taskforces developed will be organized around leading voices within each impact areas, objectives and action steps established in the Strategic Plan.

B. Develop One-Year Work Plan

Upon completion of defining leadership, with direct facilitation by OrgCode, the individual groups will be tasked, with fully clarifying and prioritizing objectives and action steps within each impact area. This will include developing specific project planning, assignments of responsibilities, named tasks, projected timeline and methodology for reporting.

OrgCode would organize a five day site visit to conduct the individual impact area strategy sessions with individual working groups/leadership. These five strategy sessions would be approximately 4-hours in length. These strategy sessions will form the basis of the comprehensive work plans.

The Strategic Plan Leadership Group will focus on overall planning, commitments, scheduling resourcing, communication, and reporting needs. Impact area work groups will focus specifically on the plan objectives.

Locations and public health accommodations will need to be coordinated with the assistance of the Cumberland County Community Development team. The Five workgroups would include.

1. Strategic Plan Leadership Group – This group would represent the county, city, the Continuum of Care, and other identified local leaders related to housing, employment, health care and private sector interested stakeholders. They will guide, manage and review overall progress of the entire plan. They will be individuals with influence in the community on resources, policy and system design.
2. Access to Assistance Work Group – This group would represent the county, city, the Continuum of Care and leading voices with operational expertise on Coordinated Entry, HMIS, Emergency Shelters and Day Services, Street Outreach and possibly other emergency services such as school district homeless liaisons, law enforcement, health care emergency departments.
3. Permanent Housing Work Group – This group would represent the county, city, the Continuum of Care and leading voices with operational expertise related to public housing authorities, affordable housing, transitional and permanent supportive housing providers, and private sector multi-family housing or landlords.
4. Wellness & Opportunity Work Group – This group would represent the county, city, the Continuum of Care, Coordinated Entry, Emergency Shelters and Day Services and leading voices in employment services, education and training, and health care (including behavioral health, mental health, public health).
5. Community Investment Work Group – This group would represent the county, city, the Continuum of Care, major philanthropic entities and foundations, United Way, volunteer organizers. They will be individuals with leadership and influence in establishing community funding priorities.

Phase 2: Quarter 1 Implementation

A. Work Groups Start-Up & Facilitation

With leadership and work plans in place, OrgCode will work with each of the Work Groups in working the individual project plans. OrgCode will assist with the structure of meetings, recording work, processing challenges and problems and assisting with identification of opportunities.

This work will be primarily done through Zoom meetings: approximately one meeting per month per group and one meeting per month with group chairs (30 meetings)

B. Quarter 1 Report Out

After no more than three months of Work Group facilitation, Strategic Plan and Work Group leadership will come together for an all-hands round table to report out on work accomplished. The agenda of this session will include at minimum:

1. Report out by each Work Group
2. Facilitated discussion of work accomplished, challenges, opportunities moving forward
3. Thoughtful examination of the next three quarters of work plans

This meeting will include a two day site visit by OrgCode to facilitate the sessions and have a debriefing with County staff.

Phase 3: Hand Off to Local Leadership

A. Quarter 1 Formal Reporting

At this phase, OrgCode will prepare for County leadership the work completed in the first quarter of work group action. Where needed, we will provide any recommendations to improve or maintain Strategic Plan implementation success moving forward. This report out will be coordinated with the Strategic Plan Leadership work group.

Budget

The following table provides an overview of the duties, timelines, staffing and costs related to completing the project.

<i>Tasks/Phase</i>	<i>Time Line</i>	<i>Team Members</i>	<i>Cost</i>
Phase 1: Organization of Community Implementation of the Strategic Plan			
<ul style="list-style-type: none">- Multiple Zoom Meetings- On-site work week (including travel)- Impact Area Work Plans	Jan – Feb 2022	Cindy Crain Iain De Jong	\$10,750
Phase 2: Quarter 1 Implementation			
<ul style="list-style-type: none">- Multiple Zoom Meetings (approx. 60)- On-Site work session	March – May 2022	Cindy Crain	\$16,750

- Debriefing		Iain De Jong	
Phase 3: Hand Off to Local Leadership			
<ul style="list-style-type: none"> - Compiling and producing County Quarter 1 report - Briefing to Community Development 	June 2022	Cindy Crain	\$3,000
		TOTAL	\$30,500



ENGINEERING AND INFRASTRUCTURE DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF OCTOBER 18, 2021

TO: BOARD OF COUNTY COMMISSIONERS

FROM: JERMAINE WALKER, COUNTY ENGINEER

DATE: 10/15/2021

**SUBJECT: CREECH AND ASSOCIATES' PROPOSAL FOR A SPACE NEEDS
ANALYSIS AND FACILITIES MASTER PLAN**

BACKGROUND

On May 3, 2021, Cumberland County advertised a Request for Qualifications for a General Government Services Building Space Utilization and Site Analysis study. The Study would examine current usage within the Judge E. Maurice Braswell Cumberland County Courthouse (JEMB Courthouse), the Cumberland County Historic Courthouse, and 109 Bradford Avenue to determine the space needs for the departments that are currently housed in these facilities and which departments currently under the direction of the County Manager could be relocated to a future General Government Services Building.

During the August 10, 2021, Board of Commissioners' Agenda Session, the Board of Commissions accepted the selection of Creech and Associates as the preferred choice to conduct the General Services Building Space Utilization and Site Analysis Study and granted permission to enter into negotiations for a refined scope and final price at which time Staff would present to the Board for approval.

Attached is Creech and Associates' proposal for design services to complete a comprehensive space needs analysis and facility master plan for the prescribed departments within Cumberland County government. The intent is to analyze current utilization of existing facilities, determine current and future needs for space, and generate a master plan to address deficiencies of the 24 departments identified in the study. The facilities included in this assessment are the Judge E. Maurice Braswell Courthouse, Historic Courthouse, Bradford Building (109 Bradford Ave), Spainhour Building (223 Hull Rd.) and the Winding Creek Annex (707 Executive Place).

The purpose of this analysis will be to create a Facilities Master Plan that incorporates the future design and construction of a new General Government Services Building and select renovations to the other facilities with the results providing a recommendation on the size and location of the new General Government Services Building.

The cost of the study which incorporates a facilities condition assessment, spaced needs analysis and facilities master plan is \$331,500. The estimated length to complete the study is 8 months and Staff will provide

periodic updates to the Board of Commissioners during this process.

The Board previously approved funding in the Capital Investment Fund for this study.

RECOMMENDATION / PROPOSED ACTION

This item was presented at the October 14, 2021 Board of Commissioners' Agenda Session Meeting and approved to move forward to the October 18, 2021 Regular Meeting as a Consent Agenda Item.

Staff requests approval the Creech and Associates' Proposal for Space Needs Analysis and Facilities Master Plan.

ATTACHMENTS:

Description	Type
Proposal from Creech and Associates	Backup Material

September 20, 2021

Mr. Jermaine Walker
Director of Engineering and Infrastructure
Cumberland County Government
130 Gillespie St, Suite 214
Fayetteville, NC 28301

Re: General Government Services Building Space Utilization and Site Analysis Study

Mr. Walker:

Creech & Associates, PLLC is pleased to present you with a proposal for design services to complete a comprehensive space needs analysis and facility master plan for the prescribed departments within Cumberland County government. The following is a general understanding of the project scope:

- The intent is to analyze current utilization of existing facilities, determine current and future needs for space, and generate a master plan to address deficiencies of the departments identified in Attachment A and the facilities identified in Attachment B.
- The purpose of this analysis will be to create a Facilities Master Plan that incorporates the future design and construction of a new General Government Services Building and select renovations to the other facilities.
- The study will provide a recommendation on the size and location of the new General Government Services Building.
- The process is estimated to encompass 8 months and is scheduled to commence in October 2021. The starting date is pending the completed contract approval by the county.

The fee is structured around the nine (9) tasks identified in our proposal and listed below. The final deliverable will be an 8.5 x 11 formatted electronic document that provides a comprehensive summary of each task and the relative findings and conclusions. A breakdown of the deliverables by task and their associated fees are as follows:

Task 1: Project Startup and Kickoff Meeting with Advisory Committee

- A. Coordinate project scope and schedule with the Advisory Committee
- B. Receive from the county various data required and requested to initiate the study: organizational charts, CAD files, any facility condition studies, and drawings of existing facilities.
- C. Discuss pre-pandemic and post-pandemic adaptations to space standards
- D. Initiate project ShareFile site for data transfer
- E. Kickoff meeting with the Advisory Committee to identify goals (*Meeting I*)

FACILITIES CONDITION ASSESSMENT

Task 2: Facility Documentation and Assessment

- A. Utilize County provided drawings of each facility where available as a base to conduct site visits as needed to field verify current conditions for the 5 facilities listed in Attachment B.

SPACE NEEDS ASSESSMENT

Task 3: Profile Departments & Conduct Staff Interviews

- A. Create and distribute survey document to department heads
- B. Organize and analyze survey results
- C. Interview the department heads for the 24 department groups listed in Attachment A
- D. Document each department's current footprint within the building(s) utilizing county provided floor plans as a base

Task 4: Forecast Future Personnel

- A. Analyze data from alternate sources including the county database that contain growth indicators applicable to staff growth benchmarking
- B. Create tables that compare multiple growth metrics
- C. Utilize the selected forecasting metric to illustrate growing space needs in five-year increments for the next twenty years
- D. Apply the growth logic to support spaces and offices or expansion strategies

Task 5: Facilities Space and Infrastructure Needs

- A. Compare the current space utilization with the current needs from the surveys and interviews.
- B. Analyze overage and shortage of areas within current facilities and opportunities for improved efficiency
- C. Create a list of spaces for each department that accounts for current staff and future projections including support spaces
- D. Vet the initial programs with each department head or representative
- E. Incorporate new staff operational models implemented during the pandemic planned to continue that implicate the need for space
- F. Meet with the Advisory Committee to review and approve direction (*Meeting II*)

FACILITIES MASTER PLAN

Task 6: Facilities Master Planning

- A. Prepare a maximum of 2 options in a combination of narrative and graphic formats for a facilities master plan to address the assessed needs defined in the earlier tasks.
- B. Facility master plans will be achieved through a combination of renovations to existing buildings and new construction. Concepts to incorporate ideas on improving county facilities to promote programmatic needs and quality of life for residents.

- C. Identify modifications to existing sites including parking, vehicular and pedestrian circulation.
- D. Identify potential new sites for development and related opportunities and challenges.
- E. Each option to incorporate the facilities identified in Attachment B and a new General Government Services Building.
- F. Present an update to the County Manager (*only meeting of this type*)

Task 7: Capital Cost Estimation and Implementation Plan

- A. Coordinate with estimator to provide current cost per sf information to inform the estimate for each of the 3 options with line items for renovation, new construction, and site improvements as required for each project
- B. Discuss and identify available funding and revenue sources to assign priority and phasing
- C. Phasing strategies to consider the physical needs derived from the facility assessment and some form of the county priority system.
- D. Meet with the Advisory Committee to review and select the master plan option for further development (*Meeting III*)
- E. Present an update to County Commissioners (*Council Meeting I*)

Task 8: Development of Deliverables

- A. Refine the selected master plan option as necessary to align with review comments, funding strategies, and capital budgets
- B. Develop a precedent study to identify the desired aesthetic for an attractive new facility that is compatible with the surrounding built environment
- C. Create a sustainable design matrix that identifies budget appropriate options and the associated green building certifications
- D. Review potential environmental conditions to verify site development feasibility, including hazards (ex: flooding), subsurface conditions, and utility availability
- E. Develop a conceptual level site plan, floor plans, elevations, and one (1) three-dimensional illustration of the new General Government Services Building indicating existing and proposed buildings and site amenities in context

Task 9: Final Report

- A. Compile an 8.5 x 11 format final report to document the study
- B. Document the entire process from the kick-off meeting to the final recommendations
- C. Organize all raw data into a clear format accompanied by charts, photographs, diagrams, executive summaries, and other supporting information
- D. Modify report based on owner feedback and suggestions on final draft
- E. Quality Control review of entire document
- F. Present the final report to the Advisory Committee (*Meeting IV*)
- G. Present the final report to the County Commissioners (*Council Meeting II*)
- H. Prepare and submit electronic copy of final report
- I. Prepare and submit two (2) bound hard copies of the final report
- J. Ongoing support from the team at Creech & Associates after conclusion of the project

A breakdown of lump sum fees by each major category is as follows:

• Facilities Condition Assessment	\$30,725.00
• Space Needs Analysis	\$142,720.00
• Facilities Master Planning	\$158,055.00
<hr/>	
• Total	\$331,500.00

The Advisory Committee will be established by County leadership and will include key personnel to provide oversight and guide the study. There will be a total of four (4) meetings with the Advisory Committee included in this scope, in addition to the interview schedule. There will be a total of one (1) presentation to the County Manager, one (1) presentation to the County Commissioners for the final report, and one (1) presentation to update the County Commissioners during the study. A recurring conference call or net meeting will be established twice monthly to maintain open communications throughout the study.

All reimbursable expenses are included in the base fee with the condition that all deliverables will be submitted in electronic format and no hard copies will be required, except for the 2 bound hard copies identified in Task 9-I. Any additions to the scope of work outlined in this proposal, including but not limited to site visits, presentations, deliverables, etc. will be considered an additional service and will be billed hourly per the rates in Attachment C. All additional services must be authorized in writing prior to commencing work.

Creech & Associates appreciates the opportunity to serve Cumberland County. If you have any questions, please feel free to contact us.

Yours truly:

Creech and Associates, PLLC



Brent J. Green, LEED AP
Partner

The foregoing contract with Creech & Associates, PLLC. is accepted:

Print (Type) Individual Firm or Corporation Name

Signature of Authorized Representative

Date

Print (Type) Name of Authorized Representative and Title

ATTACHMENT A

List of 24 departments to be included in the Space Needs Assessment and Facilities Master Planning scope of work:

- | | |
|---------------------------------|--|
| 1. County Administration | 15. District Attorney |
| 2. Superior District Courts | 16. Legal |
| 3. Human Resources | 17. Finance |
| 4. Probation | 18. Tax |
| 5. Register of Deeds | 19. Engineering |
| 6. County Clerk | 20. Planning & Inspections |
| 7. Clerk of Courts | 21. Environmental Health |
| 8. Information Services | 22. FAMPO (Fayetteville Area
Metropolitan Planning
Organization) |
| 9. County Commissioners | 23. Child Support |
| 10. Bailiffs and Court Security | 24. Community Development |
| 11. Custodial Services | |
| 12. Magistrates | |
| 13. Guardian Ad Litem | |
| 14. Public Defender | |

ATTACHMENT B

List of 5 facilities to be included in the Facilities Master Planning scope of work:

	BUILDING NAME	ADDRESS	AREA (SF)
1.	Courthouse	117 Dick Street	320,316
2.	Historic Courthouse	130 Gillespie Street	39,485
3.	Child Support Services	109 Bradford Avenue	58,166
4.	Easter Seals Facility (F.K.A.)	233 Hull Road	12,500
5.	Winding Creek Annex	707 Executive Place	6,161
	TOTAL STUDY AREA		436,628

ATTACHMENT C

2021 Hourly Rates

CREECH & ASSOCIATES

Principal	\$225.00
Senior Associate	\$190.00
Associate/Project Manager	\$180.00
Project Architect/ Lead Designer	\$170.00
Construction Administration	\$160.00
Designer	\$155.00
Interior Designer	\$140.00
CAD/Technical	\$135.00
Administrative	\$75.00

DEWBERRY ENGINEERS INC.

PROFESSIONAL

Principal	\$315.00
Architect I, II, III	\$95.00, \$110.00, \$125.00
Architect IV, V, VI	\$140.00, \$160.00, \$180.00
Architect VII, VIII, IX	\$195.00, \$215.00, \$235.00
Interior Designer I, II, III, IV	\$90.00, \$105.00, \$120.00, \$150.00
Engineer I, II, III	\$110.00, \$120.00, \$135.00
Engineer IV, V, VI	\$150.00, \$170.00, \$200.00
Engineer VII, VIII, IX	\$220.00, \$235.00, \$255.00
Professional I, II, III	\$95.00, \$115.00, \$135.00
Professional IV, V, VI	\$155.00, \$170.00, \$185.00
Professional VII, VIII, IX	\$200.00, \$225.00, \$245.00

TECHNICAL

Geographer/GIS I, II, III	\$85.00, \$95.00, \$110.00
Geographer/GIS IV, V, VI	\$130.00, \$145.00, \$160.00
Geographer/GIS VII, VIII, IX	\$185.00, \$210.00, \$250.00
Designer I, II, III	\$100.00, \$120.00, \$140.00
Designer IV, V, VI	\$155.00, \$175.00, \$200.00
CADD Technician I, II, III, IV	\$75.00, \$92.00, \$110.00, \$135.00
Surveyor I, II, III	\$60.00, \$75.00, \$90.00
Surveyor IV, V, VI	\$105.00, \$115.00, \$130.00
Surveyor VII, VIII, IX	\$150.00, \$175.00, \$205.00
Technical I, II, III	\$80.00, \$95.00, \$110.00
Technical IV, V, VI	\$120.00, \$130.00, \$150.00

CONSTRUCTION

Construction Professional I, II, III	\$120.00, \$145.00, \$170.00
Construction Professional IV, V, VI	\$185.00, \$215.00, \$245.00
Inspector I, II, III	\$80.00, \$105.00, \$125.00
Inspector IV, V, VI	\$140.00, \$155.00, \$175.00

ADMINISTRATION

Admin Professional I, II, III, IV	\$70.00, \$90.00, \$110.00, \$145.00
Non-Labor Direct Costs	Cost + 15%

STEWART

STRUCTURAL

Structural Administrative Assistant	\$65.00
Construction Administration Project Engineer	\$150.00
Construction Administrator I	\$110.00
Construction Administrator II	\$115.00
Structural BIM Designer I	\$90.00
Structural BIM Designer II	\$100.00
Structural BIM Designer III	\$130.00
Structural Engineering Intern	\$105.00
Structural Project Engineer I	\$125.00
Structural Project Engineer II	\$135.00
Structural Senior Project Engineer	\$155.00
Structural Project Manager	\$160.00
Structural Senior Project Manager	\$170.00
Assistant Manager, Structural Engineering	\$180.00
Manager, Structural Engineering	\$200.00
Expert Testimony	\$300.00
Principal in Charge	\$200.00
Practice Leader, Structures	\$260.00

REIMBURSABLE EXPENSES

Plotted Base Paper	\$5.00/sheet
Plotted Base Vellum	\$7.50/sheet
Plotted Base Mylars	\$14.00/sheet
Plotted Base Paper, Colored	\$10.00/sf
Photocopies, 8 1/2x11	\$0.20/sheet
Photocopies, 11x17	\$0.40/sheet
Mileage	\$0.565/mile
Telephone/Courier	As Incurred
Photocopies, Double-sided	\$0.40/sheet
Color Photocopies, 8 1/2x11	\$1.00/sheet
Color Photocopies, 11x17	\$3.00/sheet
Card Stock, Color	\$2.25/sheet
Fax, Local	\$0.50/sheet
Fax, Long Distance	\$0.75/sheet

STEWART

CIVIL

Student Intern	\$ 50.00
Associate Business Analyst	\$ 70.00
CAD Technician	\$ 90.00
Project CAD Technician	\$ 95.00
Designer, Civil Engineering	\$ 95.00
Civil Engineering Intern	\$100.00
Designer, Landscape Architecture	\$ 95.00
CAD Leader	\$100.00
Project Designer, Civil Engineering	\$105.00
Project Designer, Landscape Architecture	\$105.00
Project Civil Engineer	\$120.00
Project Landscape Architect	\$115.00
Project Manager	\$140.00
Associate Director of Design	\$150.00
Technical Leader, Civil Engineering	\$150.00
Technical Director, Landscape Architecture	\$150.00
Project Mgr and Market Lead, Community Spaces	\$160.00
Senior Project Manager	\$165.00
Director, Civil Engineering	\$190.00
Studio Leader	\$190.00
Managing Studio Leader	\$195.00-\$200.00
Practice Leader	\$205.00



OFFICE OF THE COUNTY MANAGER

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF OCTOBER 18, 2021

TO: BOARD OF COUNTY COMMISSIONERS

FROM: AMY H. CANNON, COUNTY MANAGER

DATE: 10/14/2021

SUBJECT: DISCUSSION OF AUGUST 16, 2021 ACTION REGARDING HISTORIC COURTHOUSE (MOVED FROM SEPTEMBER AGENDA SESSION)

BACKGROUND

August 10, 2021 Agenda Session

The County Engineer presented a proposal from the Wooten Company to complete an expanded scope of work, determining the additional costs associated with renovations at the Historic Courthouse. At that meeting Chairman Evans asked that this item and the RFQ for the general government services building be presented and discussed at the same time. After much discussion, a motion was made to cease consideration of consultant services for Historic Courthouse renovations and to approve the RFQ for consultant services for a general government services building. That motion passed with a vote of five to one.

August 16, 2021 Board of County Commissioner's Meeting

The item was moved forward from the August 10 Agenda Session for consideration. A motion was made to proceed with the renovation of the Historic Courthouse provided that all of the funding be from ARP funds not to exceed \$3M, to make it ADA compatible and with Covid restrictions and social distancing for the public. That motion passed with a vote of four to three.

September 9, 2021 Agenda Session

Commissioner Evans placed an item on this agenda session to discuss the August 16, 2021 actions regarding the Historic Courthouse. After much discussion, Commissioner Adams made a motion to table this to the October meeting.

The County has been considering a General Government Services Building which will centralize services and enhance the customer service experience for our citizens. This first step in this process is the Building Utilization Study. The Historic Courthouse and the departments housed in that facility are included in this comprehensive review.

At the October Agenda Session, the Board directed the County Engineer to prioritize the review of the Historic Courthouse in the General Government Services Building Feasibility Study to provide information

and feedback to the Board in advance of full completion of the Study.

RECOMMENDATION / PROPOSED ACTION

At the October 14, 2021 Agenda Session, the Board approved moving the following action as a Consent Item to the October 18, 2021 Board of Commissioner's Meeting:

Suspend renovations of the Historic Courthouse pending recommendations and the findings from the Building Utilization Study.



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

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF OCTOBER 18, 2021

TO: BOARD OF COUNTY COMMISSIONERS

FROM: SALLY SHUTT, ASSISTANT COUNTY MANAGER

DATE: 10/15/2021

SUBJECT: REQUEST TO CONDUCT COMMUNITY SURVEY

BACKGROUND

Local governments across the country conduct community surveys to gather citizen feedback that helps inform policy decision-making, long-range priorities, and strategic planning for the organization.

Some counties conduct surveys annually; others every two or three years. The public opinion poll is designed to assess awareness and perception of County services and determine priorities for the community. The survey also sets a baseline for future surveys and performance measurements.

The Board of Commissioners established Government Communication as a key priority for 2021-2022 and objectives include developing a comprehensive communications plan that includes how citizens contact and engage with County departments and how the County shares information with residents. A citizen engagement and communications survey will assist in creating this plan and setting performance indicators.

Rather than conducting a survey limited to external communications, management is recommending a more extensive community survey like those conducted by other local governments.

The recommendation includes hiring a survey consultant that specializes in conducting resident surveys for jurisdictions and has the research to provide benchmarking data.

If the board approves, the suggested timing would be to design the survey instrument and sampling plan by early November; conduct the survey in November/December and have the results ready for the commissioners prior to the annual planning retreat in late January.

At the October 14, 2021 Board of Commissioners Agenda Session, the board voted unanimously to continue with the community survey and directed staff to investigate electronic community survey software program

opportunities. This item is being placed on the Consent Agenda for the October 18, 2021, Regular Board Meeting.

RECOMMENDATION / PROPOSED ACTION

At the October 14, 2021 Agenda Session, the Board approved forwarding the following action to the October 18, 2021 Board of Commissioner's Meeting:

Conduct a community survey and have staff investigate electronic community survey software program opportunities.



OFFICE OF THE COUNTY MANAGER

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF OCTOBER 18, 2021

TO: BOARD OF COUNTY COMMISSIONERS

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

DATE: 10/14/2021

**SUBJECT: RESOLUTION OF INTENT TO LEASE CERTAIN REAL PROPERTY TO
CROWN CASTLE SOUTH, LLC**

BACKGROUND

At the October 14, 2021 Board of Commissioners' Agenda Session, there was consensus to consider leasing property located at 853 Technology Drive, Fayetteville, to Crown Castle South, LLC. A notice of intent to enter into the proposed lease must be published at least 30 days in advance of a regular meeting to approve the lease. Complete background information regarding this proposed lease is attached to this memo.

RECOMMENDATION / PROPOSED ACTION

Staff requests the Board adopt the following resolution:

BE IT RESOLVED that the real property located at 853 Technology Drive, Fayetteville, will not be needed for government purposes for the twenty (20) year term proposed for the lease of property to Crown Castle South, LLC, and this Board intends to adopt a resolution at its December 6, 2021 regular meeting approving the lease pursuant to the terms to be advertised as follows:

PUBLIC NOTICE OF PROPOSED LEASE PURSUANT TO G.S. 160A-272

Take notice that the Cumberland County Board of Commissioners has found that the real property described herein will not be needed for government purposes for the term of the lease described herein and that the Board intends to adopt a resolution at its meeting to be held on December 6, 2021, approving the lease of approximately 4,200 square feet of land located at 853 Technology Drive, Fayetteville, NC, to Crown Castle South, LLC, for a term of twenty (20) years commencing September 24, 2022, at an annual rent of \$12,068.10 for the first five (5) years and then increase the annual rent every five (5) years thereafter by fifteen percent (15%).

ATTACHMENTS:

Description	Type
Proposed Amendment	Backup Material
Original Lease	Backup Material
1st Amendment & Extension	Backup Material
Location Map	Backup Material
Comparison of Lease Terms	Backup Material

SECOND AMENDMENT TO OPTION AND LEASE AGREEMENT

THIS SECOND AMENDMENT TO OPTION AND LEASE AGREEMENT ("Second Amendment") is made effective this _____ day of _____, 2021, by and between THE COUNTY OF CUMBERLAND, a body politic and corporate of the State of North Carolina ("Landlord"), with a mailing address of P.O. Box 1070, Charlotte, NC 28201-1070, and NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company ("Tenant"), successor by merger with BellSouth Mobility LLC, a Georgia limited liability company, by Crown Castle South LLC, a Delaware limited liability company its attorney in fact, with a mailing address of c/o Crown Castle USA Inc., 2000 Corporate Drive, Canonsburg, PA 15317.

WHEREAS, Landlord and Gearon & Co., Inc., a Georgia corporation ("Gearon"), entered into that certain Option and Lease Agreement dated June 2, 1997 (as amended and assigned, the "Agreement"), whereby Landlord leased to Gearon a portion of that property (said leased portion, together with those certain access, utility and/or maintenance easements and/or rights of way granted in the Agreement being the "Property") located at 853 Technology Drive (Tax Parcel 0433-25-1988), Fayetteville, Cumberland County, North Carolina, which property is described in Book 2927, Page 153 in the Cumberland County Register of Deeds ("Registry"). The Agreement is evidenced by, and the Property is described in, that Memorandum and Amendment of Lease ("First Amendment") recorded in Book 5048, Page 93 of the Registry, which amended the description of the Property and established the commencement date of the Agreement as September 24, 1997; and

WHEREAS, the term of the Agreement commenced on September 24, 1997, and has an original term, including all extension terms, that will expire on September 23, 2022 ("Original Term"), and Landlord and Tenant now desire to amend the terms of the Agreement to provide for additional extension terms beyond the Original Term, and to make other changes.

NOW THEREFORE, in exchange for the mutual promises contained herein, Landlord and Tenant agree to amend the Agreement as follows:

1. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement. The recitals in this Second Amendment are incorporated herein by this reference.

2. Section 3 of the Agreement is amended by replacing "four (4)" with "eight (8)", thereby adding four (4) additional five (5) year extension terms to the Agreement beyond the Original Term, and extending its total term to September 23, 2042, unless sooner terminated as provided in the Agreement.

3. As additional consideration for amending the Agreement in accordance with this Second Amendment, effective upon the full execution of this Second Amendment, the annual rent shall increase by an amount equal to fifteen percent (15%) of the annual rent in effect for the immediately preceding year.

4. Section 4 of the Agreement is amended by inserting the following after the rent for the fourth (4th) five (5) year extension term:

Commencing on September 24, 2022, and every five (5) years thereafter (each an "Adjustment Date"), the annual rent shall increase by an amount equal to fifteen percent (15%) of the annual rent in effect for the year immediately preceding the Adjustment Date.

5. Section 5 of the Agreement is amended by replacing "fourth (4th)" in each place it appears with "eighth (8th)".

6. Section 20 of the Agreement is amended by deleting Tenant's notice addresses in their entirety and replacing them with the following:

Tenant: New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
RE: Cell Site # BU 813211
Cell Site Name: Technology Dr 141-044
10018679
1025 Lenox Park Blvd. NE
3rd Floor
Atlanta, GA 30319

With a copy to: AT&T Legal Department- Network
Attn: Network Counsel
Re: 10018679
208 S. Akard Street
Dallas, Texas, 75202-4206

With a copy to: Crown Castle South LLC
c/o Crown Castle USA Inc.
General Counsel
Attn: Legal-Real Estate Department
2000 Corporate Drive
Canonsburg, Pennsylvania 15317-8564

7. Landlord hereby acknowledges that Tenant may enter into a sublease or license with Dish Wireless L.L.C. ("Dish") for all or a portion of the Property for all uses permitted under the Agreement, including, without limitation, installing, operating and maintaining communications equipment, cables and shelters. Dish shall have the same rights of ingress and egress to the Property, and the provision of utilities thereto, in the same manner and to the same extent as granted and conveyed to Tenant under the Agreement. This provision shall satisfy any requirement under the Agreement to provide notice or obtain consent for entering into a sublease or license with Dish.

8. As additional consideration for amending the Agreement in accordance with this Second Amendment, Tenant agrees to pay to Landlord Five Thousand Dollars (\$5,000.00) ("Signing Bonus") within sixty (60) days of full execution of this Second Amendment by the parties. Landlord acknowledges that the Signing Bonus may be paid by Crown Castle South LLC, a Delaware limited liability company ("Crown"), on behalf of Tenant. By signing this Second Amendment, Landlord agrees to accept the Signing Bonus from Crown, and Landlord further agrees that the acceptance by Landlord of the Signing Bonus will be a complete accord and satisfaction of that said obligation. Upon payment of the Signing Bonus, Landlord waives and releases Tenant and Crown from any and all claims Landlord may have pursuant to the Agreement (or otherwise) related to or arising out of the Signing Bonus.

9. Representations, Warranties and Covenants of Landlord. Landlord represents, warrants and covenants to Tenant as follows:

a. Landlord is duly authorized to and has the full power and authority to enter into this Second Amendment and to perform all of Landlord's obligations under the Agreement as amended hereby. Landlord has complied with all applicable laws in entering into this Second, including, without limitation, any laws requiring prior public notice or opportunity for bidding on same, and Tenant is relying on such compliance in entering into this Second Amendment.

b. Tenant is not currently in default under the Agreement, and to Landlord's knowledge, no event or condition has occurred or presently exists which, with notice or the passage of time or both, would constitute a default by Tenant under the Agreement.

c. Landlord agrees to provide such further assurances as may be requested to carry out and evidence the full intent of the parties under the Agreement as amended hereby, and ensure Tenant's continuous and uninterrupted use, possession and quiet enjoyment of the Property under the Agreement as amended hereby.

d. Landlord acknowledges that the Property, as defined, shall include any portion of Landlord's property on which communications facilities or other Tenant improvements exist on the date of this Second Amendment.

10. Tenant reserves the right, at its discretion and at its sole cost, to obtain a survey ("Survey") specifically describing the Property and any access and utility easements associated therewith. Tenant shall be permitted to attach the Survey as an exhibit to this Second Amendment and any related memorandum for recording, which shall update and replace the existing description, at any time prior to or after closing of this Second Amendment.

11. IRS Form W-9. Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Second Amendment and at such other times as may be reasonably requested by Tenant. In the event the Property is transferred, the succeeding Landlord shall have a duty at the time of such transfer to provide Tenant with a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in Rent to the new landlord. Landlord's failure to provide the IRS Form W-9 within thirty (30) days after Tenant's request shall

be considered a default and Tenant may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from Rent payments.

12. In all other respects, the remainder of the Agreement shall remain in full force and effect. Any portion of the Agreement that is inconsistent with this Second Amendment is hereby amended to be consistent with this Second Amendment. All of the provisions hereof shall inure to the benefit of and be binding upon Landlord and Tenant, and their personal representatives, heirs, successors and assigns. This Second Amendment may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, it being understood that all parties need not sign the same counterparts.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Landlord and Tenant have signed this instrument under seal and have caused this Second Amendment to be duly executed on the day and year first written above.

Landlord:

The County of Cumberland, a body politic and corporate of the State of North Carolina

By: _____ (SEAL)

Print Name: _____

Title: _____

IN WITNESS WHEREOF, Landlord and Tenant have signed this instrument under seal and have caused this Second Amendment to be duly executed on the day and year first written above.

Tenant:

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: Crown Castle South LLC,
a Delaware limited liability company
its Attorney-in-Fact

By: _____ (SEAL)

Print Name: _____

Title: _____

Prepared by:
Parker Poe Adams & Bernstein LLP
P.O. Box 389
Raleigh, NC 27602

Return to:
Crown Castle
8020 Katy Freeway
Houston, TX 77024

Tax ID: 0433-25-1988

Cross index: Book 5048, Page 93

MEMORANDUM OF SECOND AMENDMENT TO OPTION AND LEASE AGREEMENT

THIS MEMORANDUM OF SECOND AMENDMENT TO OPTION AND LEASE AGREEMENT (“Amended Memorandum”) is made effective this ____ day of _____, 2021, by and between THE COUNTY OF CUMBERLAND, a body politic and corporate of the State of North Carolina (“Landlord”), with a mailing address of P.O. Box 1070, Charlotte, NC 28201-1070, and NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company (“Tenant”), successor by merger with BellSouth Mobility LLC, a Georgia limited liability company, by Crown Castle South LLC, a Delaware limited liability company its attorney in fact, with a mailing address of c/o Crown Castle USA Inc., 2000 Corporate Drive, Canonsburg, PA 15317.

WHEREAS, Landlord and Gearon & Co., Inc., a Georgia corporation (“Gearon”), entered into that certain Option and Lease Agreement dated June 2, 1997 (as amended and assigned, the “Agreement”), whereby Landlord leased to Gearon a portion of that property (said leased portion, together with those certain access, utility and/or maintenance easements and/or rights of way granted in the Agreement being the “Property”) located at 853 Technology Drive (Tax Parcel 0433-25-1988), Fayetteville, Cumberland County, North Carolina, which property is described in Book 2927, Page 153 in the Cumberland County Register of Deeds (“Registry”). The Agreement is evidenced by, and the Property is described in, that Memorandum and Amendment of Lease (“First Amendment”) recorded in Book 5048, Page 93 of the Registry, which amended the

description of the Property and established the commencement date of the Agreement as September 24, 1997; and

WHEREAS, the term of the Agreement commenced on September 24, 1997, and has an original term, including all extension terms, that will expire on September 23, 2022 (“Original Term”), and Landlord and Tenant now desire to amend the terms of the Agreement to provide for additional extension terms beyond the Original Term, and to make other changes; and

WHEREAS, Landlord and Tenant made and entered into a Second Amendment to Option and Lease Agreement of even date herewith (“Second Amendment”) and pursuant to the terms of, and for that consideration recited in, the Second Amendment, the parties wish to hereby amend certain provisions of the Agreement, and provide this Amended Memorandum as notice thereof, as follows:

1. Landlord does hereby lease and grant unto Tenant, its successors and assigns, the Property for four (4) additional five (5) year extension terms beyond the Original Term, such that the Original Term and all extension terms of the Agreement may last for a term of forty-five (45) years, expiring on September 23, 2042, unless sooner terminated as provided in the Agreement; provided that upon expiration of the extension terms the Agreement shall automatically renew for one (1)-year terms unless either party provides notice of termination to the other party.

2. The description of the Property is provided in the First Amendment recorded in the Registry in Book 5048, Page 93. A copy of such description is attached hereto as Exhibit A.

3. This Amended Memorandum contains only selected provisions of the Second Amendment, and reference is made to the full text of the Agreement and the Second Amendment for their full terms and conditions, which are incorporated herein by this reference. Except as otherwise provided in the Second Amendment and this Amended Memorandum, the terms and conditions of the Agreement remain in full force and effect. This Amended Memorandum may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, it being understood that all parties need not sign the same counterparts. A copy of the Agreement and its amendments are located at the office of the Tenant.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have signed this instrument under seal and have executed this Amended Memorandum as of the date first above written.

Landlord:

The County of Cumberland, a body politic and corporate of the State of North Carolina

By: _____ (SEAL)

Print Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing Memorandum of Second Amendment to Option and Lease Agreement under seal: The County of Cumberland, a body politic and corporate of the State of North Carolina, by _____, its _____.

Date: _____

By: _____

Print Name: _____

Notary Public

My Commission Expires: _____

[SEAL OR STAMP]

IN WITNESS WHEREOF, the parties hereto have signed this instrument under seal and have executed this Amended Memorandum as of the date first above written.

Tenant:

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: Crown Castle South LLC,
A Delaware limited liability company
Its Attorney-in-Fact

By: _____ (SEAL)
Print Name: _____
Title: _____

STATE OF _____

COUNTY OF _____

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing Memorandum of Second Amendment to Option and Lease Agreement under seal: Crown Castle South LLC, a Delaware limited liability company, as Attorney-in-Fact for New Cingular Wireless PCS, LLC, a Delaware limited liability company, by _____, its _____.

Date: _____

[SEAL OR STAMP]

By: _____
Print Name: _____
Notary Public
My Commission Expires: _____

EXHIBIT A

LEGAL DESCRIPTION

Being a portion of that certain parcel of land lying in Cumberland County, North Carolina, now or formerly the property of County of Cumberland, State of North Carolina as described in the following Deed: Book 2927, Page 153; of the Cumberland County Registry, and being more particularly described as follows:

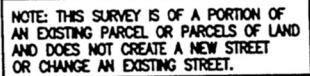
Lease Area:

Beginning at a point having North Carolina Grid Coordinates (NAD 83) of Y=435975.08 and X=2032140.15, said Beginning Point being located N 44-14-41 E 64.85 feet from an existing iron pipe marking the northern right of way of Technology Drive and the southern property line of the County of Cumberland, State of North Carolina as described above; thence from said Beginning Point N 14-30-53 E 60.00 feet; thence S 75-29-07 E 70.00 feet; thence S 14-30-53 W 60.00 feet; thence N 75-29-07 W 70.00 feet to the Beginning, containing 4200 square feet as shown on Lease Exhibit for BellSouth by Piedmont Olsen Hensley dated May 30, 1997.

Together with a variable nonexclusive easement for utilities and for ingress, egress and regress for pedestrians and vehicular access to the above described Lease Area, the centerline of said easement being more particularly described as follows:

Commencing at a point having North Carolina Grid Coordinates (NAD 83) of Y=435975.08 and X=2032140.15, said Point being located N 44-14-41 E 64.85 feet from an existing iron pipe marking the northern right of way of Technology Drive and the southern property line of County of Cumberland, State of North Carolina as described above; thence S 75-29-07 E 35.00 feet to the place and Point of Beginning; thence from said Point of Beginning S 14-30-53 W 14.39 feet; thence along the arc of a curve to the right, said curve having a radius of 100.00 feet and a chord bearing and distance of S 26-07-29 W 40.25 to a point on the northern right-of-way line of Technology Drive, containing 1092 square feet as shown on Lease Exhibit for BellSouth by Piedmont Olsen Hensley dated May 30, 1997.

Together with a utility easement across the lands of the Landlord in a location reasonably designated by the Tenant, or the utility provider installing the service, so as to provide electrical service to the Leased Area sufficient to operate the improvements of Tenant on the Leased Area.



NOTE: SITE IMPROVEMENTS CONSTRUCTED OR
INSTALLED SINCE 5/30/97, ALONG WITH THEIR
RELATIONSHIP TO LEASE AND EASEMENT
BOUNDARIES, ARE NOT SHOWN.

LEASE AREA : 4200 S.F.

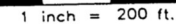
NOTE: THIS SURVEY IS
CURRENT AS OF: 5/30/97

This map is not a certified survey and has not been reviewed by a local government agency for compliance with any applicable land development regulations.

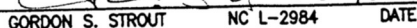
NOTE: THE INFORMATION CONTAINED
HEREON IS SUBJECT TO THE FINDINGS
OF A COMPLETE AND ACCURATE
OPINION OF TITLE AND TO THOSE
EXCEPTIONS, IF ANY, NOTED THEREON.

EASEMENT AREA : 1092 S.F.

—————	LINE SURVEYED
————— R —————	LINE NOT SURVEYED
●	IRON PIN SET
○	IPF - IRON PIN FOUND
OHE	OVERHEAD ELECTRIC
⊙	SMH - SANITARY MANHOLE
————— SS —————	SANITARY SEWER LINE



DATE : MAY 30, 1997

**BELLSOUTH**

Carolinas PCS, L.P.

OF SITE 141-044D-TECHNOLOGY DR. BEING A 60' X 70' PORTION OF THE PROPERTY OF COUNTY OF CUMBERLAND, STATE OF N.C. WHICH IS LOCATED NEAR THE INTERSECTION OF CORPORATION DR. AND TECHNOLOGY DR. IN CUMBERLAND COUNTY, NORTH CAROLINA

Raleigh, NC
Chattanooga, TN

Greenville, SC
Atlanta, GA

Piedmont Olsen-Hensley,
ENGINEERS/ARCHITECTS/PLANNERS

2301 Fernwoods Drive
Post Office Box 31388, Raleigh, NC 27622-1388
Tel: 919/782-5511 Fax: 919/782-5905

OPTION AND LEASE AGREEMENT

This Option and Lease Agreement (the "AGREEMENT") is entered into pursuant to North Carolina General Statute 158.7.1 as of the 2nd day of June, 1997 between THE COUNTY OF CUMBERLAND, a body politic corporate of the State of North Carolina (the "LANDLORD") and GEARON & CO., INC. (the "TENANT").

PROPERTY

LANDLORD is the owner of certain real property located in Cumberland County, State of North Carolina and TENANT desires to obtain an option to lease a portion of such real property, containing approximately 4200 square feet, together with a right of way thereto, as hereinafter described (such portion of real property and such right of way being hereinafter called the "Property"). The Property is more specifically described in Exhibit "A". Attached hereto and made a part hereof by reference.

OPTION

NOW, THEREFORE, in consideration of the sum of Five Hundred Dollars (\$500.00) (the "OPTION MONEY"), to be paid by TENANT to LANDLORD upon TENANT's execution of this Agreement, LANDLORD hereby grants to TENANT the exclusive right and option (the "OPTION") to lease the Property in accordance with the terms and conditions set forth herein.

Option Period. The Option may be exercised at any time on or prior to July 1, 1997 (the "OPTION PERIOD"). At TENANT's election, and upon TENANT's written notice to LANDLORD prior to expiration of the Option Period, the Option Period may be further extended for an additional period of six (6) months, through and including January 1, 1998 with an additional payment of Five Hundred Dollars (\$500.00) by TENANT to LANDLORD for the extension of the Option Period. The Option Period may be thereafter further extended by mutual agreement in writing. If TENANT fails to exercise the Option within the Option Period, as it may thereafter be extended as provided herein, the Option shall terminate, all rights and privileges granted hereunder shall be deemed completely surrendered, LANDLORD shall retain all money paid for the Option, and no additional money shall be payable by either party to the other.

Transfer of Option. The Option may be sold, assigned, or transferred at any time by TENANT to TENANT's parent company or any affiliate or subsidiary of TENANT or its parent company or to any third party agreeing to be subject to the terms hereof. Otherwise, the Option may not be sold, assigned or transferred without the written consent

of LANDLORD, such consent not to be unreasonably withheld. From and after the date the Option has been sold, assigned or transferred by TENANT to a third party agreeing to be subject to the terms hereof, TENANT shall immediately be released from any and all liability under this Agreement, including the payment of any rental or other sums due, without any further action.

Changes in Property During Option Period. If during the Option Period or any extension thereof, or during the term of this Agreement if the Option is exercised, LANDLORD decides to subdivide, sell or change the status of the zoning of the Property or the other real property of LANDLORD contiguous to, surrounding, or in the vicinity of the Property ("LANDLORD's Surrounding Property"), LANDLORD shall immediately notify TENANT in writing. Any sale of the Property shall be subject to TENANT's rights under this Agreement. LANDLORD agrees that during the Option Period or any extension thereof, or during the term of this Agreement if the Option is exercised, LANDLORD shall not initiate or consent to any change in the zoning of the Property or LANDLORD's Surrounding Property or impose or consent to any change in the zoning of the Property or LANDLORD's Surrounding Property or impose or consent to any other restriction that would prevent or limit TENANT from using the Property for the uses intended by TENANT as hereinafter set forth in this AGREEMENT.

Title. LANDLORD warrants that LANDLORD is seized of good and marketable title to the Property and has the full power and authority to enter into and execute this Agreement. LANDLORD further warrants that there are no deeds to secure debt, mortgages, liens or judgments encumbering the Property, and that there are no other encumbrances on the title to the Property that would prevent TENANT from using the Property for the uses intended by TENANT as hereinafter set forth in this Agreement.

Inspections. LANDLORD shall permit TENANT during the Option Period, and any extension thereof, free ingress and egress to the Property by TENANT and its employees, agents and contractors to conduct structural strength analyses, subsurface boring tests, radio frequency tests and such other tests, investigations and similar activities as TENANT may deem necessary, at the sole cost of TENANT. TENANT and its employees, agents, and contractors shall have the right to bring the necessary vehicles and equipment onto the Property and the Surrounding Property to conduct such tests, investigations and similar activities. TENANT shall indemnify and hold LANDLORD harmless against any loss or damage for personal injury and physical damage to the Property, LANDLORD's Surrounding Property or the property of third parties resulting from any such tests, investigations and similar activities.

Surveys. LANDLORD also hereby grants to TENANT the right to survey the Property and LANDLORD's Surrounding Property or portion thereof, and the legal

description of the Property on the survey obtained by TENANT shall then become Exhibit "C", which shall be attached hereto and made a part hereof, and shall control in the event of discrepancies between it and Exhibit "A". If as a result of any tests or investigations conducted by TENANT, or if required in connection with obtaining any necessary zoning approvals or other certificates, permits, licenses or approvals, TENANT desires to alter or modify the description of the Property in Exhibit "A" so as to relocate or enlarge all or any portion of the Property to other portions of LANDLORD's Surrounding Property (a "Relocation Site"), TENANT shall notify LANDLORD of such desire and deliver to LANDLORD a copy of the survey and legal description of the portions of the Property and LANDLORD's Surrounding Property that TENANT proposes as a Relocation Site. LANDLORD shall have the right to approve any Relocation Site, and LANDLORD agrees not to unreasonably withhold its approval, such approval to be based on commercially reasonable standards. LANDLORD agrees to review and consider TENANT's relocation request and any proposed Relocation Site in good faith and to cooperate with TENANT to attempt, if reasonably possible, to approve the TENANT's proposed Relocation Site or such other Relocation Site as may be agreed upon by LANDLORD and TENANT as will allow TENANT to use the same for the use intended by TENANT for the Property as hereinafter set forth in this Agreement. If LANDLORD approves a Relocation Site, then TENANT shall have the right to substitute the Relocation Site for the Property and to substitute the description of the approved Relocation Site for the description of the Property in Exhibit "A", and the Property shall thereafter consist of the Relocation Site so approved and substituted. If requested by TENANT, LANDLORD shall execute an amendment to this Agreement to evidence the substitution of the Relocation Site as the Property.

Governmental Approvals. TENANT's ability to use the Property is contingent upon its obtaining all certificates, permits, and other approvals that may be required by any federal, state or local authorities. If requested by TENANT, any such applications may be filed with respect to, not only the Property, but also LANDLORD's Surrounding Property. TENANT will perform all other acts and bear all expenses associated with any zoning or other procedure necessary to obtain any certificate, permit, license or approval for the Property deemed necessary by TENANT. LANDLORD agrees not to register any written or verbal opposition to any such procedures.

Utility Services. During the Option Period, and during the term of this Agreement if the Option is exercised, LANDLORD shall cooperate with TENANT in TENANT's effort to obtain utility services along the access right-of-way contained in the Property by signing such documents or easements as may be required by the utility companies. In the event any utility company is unable to use the aforementioned right of way LANDLORD hereby agrees to grant an additional right of way either to TENANT or to the utility company at no cost to TENANT or to the utility company. If LANDLORD fails to fulfill LANDLORD's

obligations to cooperate with TENANT as required herein in obtaining the governmental approvals or utility services contemplated by this Agreement, then in addition to any rights or remedies that TENANT may have at law or in equity, TENANT shall also be entitled to reimbursement from LANDLORD upon demand of all costs and expenses incurred by TENANT in connection with its activities under this Agreement, including (but not limited to) costs of environmental assessments, title examinations, zoning application fees, and attorneys' fees and other legal expenses of TENANT.

Exercise of Option. TENANT shall exercise the Option by written notice to LANDLORD by certified mail, return receipt requested. The notice shall be deemed effective on the date it is posted. On and after the date of such notice, this Agreement shall also constitute a lease agreement between LANDLORD and TENANT on the following terms and conditions:

LEASE AGREEMENT

1. **Lease of Property.** LANDLORD hereby leases to TENANT the Property, which lease includes the grant of a nonexclusive right and easement during the term of this Agreement for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, cables, conduits and pipes over, under or along the twenty-foot (20") wide right-of-way extending from the nearest public right-of-way, which is known as Technology Drive, to the Property, as such right-of-way is described on Exhibit A hereto (the Right-of-Way").

2. **Initial Term and Rental.** This Agreement shall be for an initial term of five (5) years beginning on the date the Option is exercised by TENANT at an annual rental of Six Thousand Dollars (\$6,000.00) to be paid in equal monthly installments on the first day of each month during the term, in advance, to Cumberland County Finance Director or to such other person, firm or place as the LANDLORD may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date. If the Option is exercised on a date other than the first day of a calendar month, TENANT shall make a prorated payment of the installment of the annual rental payable for the first and last month of the term of this Agreement.

3. **Extension of Term.** TENANT shall have the option to extend the term of this Agreement for four (4) additional consecutive five (5) year periods. Each option for an extended term shall be deemed automatically exercised without notice by TENANT to LANDLORD unless TENANT gives LANDLORD written notice of its intention not to exercise any such option, in which case, the term of this Agreement shall expire at the end of the then current term. All references herein to the term of this Agreement shall include the term as it is extended as provided in this Agreement.

4. **Extended Term Rental.** The annual rental for the extended terms shall be as follows:

<u>Extended Term</u>	<u>Annual Rental</u>
1st five year renewal	\$ 6,900.00
2nd five year renewal	\$ 7,935.00
3rd five year renewal	\$ 9,125.00
4th five year renewal	\$10,494.00

The annual rental for the extended terms shall be payable in the same manner as the annual rental for the initial term.

5. **Continuance of Lease.** If, at least six (6) months prior to the end of the fourth (4th) extended term, either LANDLORD or TENANT has not given the other written notice of its desire that the term of this Agreement end at expiration of the fourth (4th) extended term, then upon the expiration of the fourth (4th) extended term this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter until terminated by either party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of any such annual term. Monthly rental during such annual terms shall be equal to the rent paid for the last month of the fourth (4th) extended term.

6. **Use.** TENANT shall use the Property for the purpose of constructing, maintaining and operating a communications facility and uses incidental thereto, which facility may consist of such buildings as are necessary to house telecommunications equipment and for related office space, a free standing monopole or three sided antenna structure of sufficient height, as determined by TENANT, now or in the future to meet TENANT's telecommunication needs and all necessary appurtenances, and a security fence of chain link or comparable construction that may, at the option of TENANT, be placed around the perimeter of the Property (collectively, the "Communications Facility"). All improvements to the Property necessary for TENANT's use shall be made at TENANT's expense. LANDLORD grants TENANT the right to use such portions of LANDLORD's Surrounding Property as are reasonably required for the construction, installation, maintenance, and operation of the Communications Facility, including (1) the right of ingress, egress, and regress to and from the Property for construction machinery and equipment, (2) the right to use such portions of LANDLORD's Surrounding Property as are reasonably necessary for storage of construction materials and equipment during construction of the Communications Facility, and (3) the right to construct and maintain improvements on LANDLORD's Surrounding Property and/or the Right-of-Way reasonably necessary for the maintenance and operation of the Communications Facility. TENANT

will maintain the Property and all of TENANT's improvements on the Property in a reasonable condition.

TENANT, at TENANT's option, may erect either a self supporting tower or a guyed tower suitable for its proposed use. Should TENANT choose to erect a guyed tower, LANDLORD hereby grants an appurtenant easement to TENANT in, over, and across the Property as well as the property owned by LANDLORD surrounding the Property, as is deemed necessary by TENANT, its successors or assigns, for the purpose of anchoring, mounting, maintaining, repairing and replacing guy wires extending from TENANT's tower. The easement granted herein shall extend such distance from the TENANT's tower as is reasonably necessary, in TENANT's sole discretion, to properly support said tower with the area over which such wires extend being considered a part of the easement area and the leased Property. LANDLORD grants TENANT the right to clear all trees, undergrowth, or other obstructions and to trim, cut, and keep trimmed and cut, all tree limbs which may interfere with or fall upon TENANT's tower or the tower's guy wires or the TENANT's other improvements.

7. **Governmental Approvals.** LANDLORD shall cooperate with TENANT in its effort to obtain and maintain in effect all certificates, permits, licenses and other approvals required by governmental authorities for TENANT's use of the Property. The obligations of LANDLORD as set forth herein during the Option Period with respect to governmental approvals shall continue throughout the term of this Agreement. If at any time during the term of this Agreement, TENANT is unable to use the Property for a Communications Facility in the manner intended by TENANT due to imposed zoning conditions or requirements, or in the event that after the exercise of the Option, any necessary certificate, permit, license or approval is finally rejected or any previously issued certificate, permit, license or approval is canceled, expires, lapses, or is otherwise withdrawn or terminated by the applicable governmental authority, or soil boring tests or radio frequency propagation tests are found to be unsatisfactory so that TENANT, in its sole discretion, will be unable to use the Property for a Communications Facility in the manner intended by TENANT, TENANT shall have the right to terminate this Agreement by written notice to LANDLORD and all rentals paid to LANDLORD prior to the termination date shall be retained by LANDLORD. Upon such termination, this Agreement shall become null and void and LANDLORD and TENANT shall have no other further obligations to each other, other than TENANT's obligation to remove its property as hereinafter provided.

8. **Indemnification.** TENANT shall indemnify and hold LANDLORD harmless against any liability or loss from personal injury or property damage resulting from or arising out of the use and occupancy of the Property by TENANT or its employees or agents, excepting, however, such liabilities and losses as may be due to or caused by the acts or omissions of LANDLORD or its employees or agents. LANDLORD agrees that TENANT

may self-insure against any loss or damage which could be covered by a comprehensive general public liability policy. TENANT's self-insurance plan must be approved by the County Risk-Management Department and the County Attorney's Office prior to construction.

9. **Taxes.** TENANT shall be responsible for making any necessary returns for and paying any and all property taxes separately levied or assessed against the improvements constructed by TENANT on the Property or TENANTS leasehold interest.

10. **Removal of Improvements.** Title to all improvements constructed or installed by TENANT on the Property shall remain in TENANT, and all improvements constructed or installed by TENANT shall at all times be and remain the property of TENANT, regardless of whether such improvements are attached or affixed to the Property. TENANT, upon termination of this Agreement, shall, within a reasonable period, remove all improvements, fixtures and personal property constructed or installed on the Property by TENANT and restore the Property to its original above grade condition, reasonable wear and tear excepted. At LANDLORD's option, upon termination of this Agreement and upon LANDLORD's advance written notice to TENANT, TENANT will leave the foundation and security fence on the Property to become the property of LANDLORD. If such removal causes TENANT to remain on the Property after termination of this Agreement, TENANT shall pay rent at the then existing monthly rate, or on the existing monthly pro rata basis if based upon a longer payment term, until such time as the removal is completed.

11. **Sale of Property.** If LANDLORD, at any time during the initial or any extended term of this Agreement, decides to sell the Property, or all or any part of LANDLORD's Surrounding Property, to a purchaser other than TENANT, such sale shall be subject to this Agreement and TENANT's rights hereunder. LANDLORD agrees not to sell, lease or use any other areas of LANDLORD's Surrounding Property for the installation, operation or maintenance of other communications facilities if, in TENANT's sole judgment, such installation, operation or maintenance would interfere with TENANT's facilities.

12. **Quiet Enjoyment.** LANDLORD covenants that TENANT, on paying the rental and performing the covenants, terms and conditions required of TENANT contained herein, shall peaceably and quietly have, hold and enjoy the Property and the leasehold estate granted to TENANT by virtue of this Agreement.

13. **Assignment.** This Agreement may be sold, assigned or transferred at any time by TENANT to TENANT's parent company or any affiliate or subsidiary of TENANT or its parent company, to any successor entity with or into which TENANT is sold,

merged or consolidated, or to any entity resulting from a reorganization of TENANT or its parent company or to any third party agreeing to be subject to the terms hereof. Otherwise, this Agreement may not be sold, assigned or transferred without the written consent of LANDLORD, such consent not to be unreasonably withheld. TENANT may sublease the Property, but will provide notice to LANDLORD of the sublease.

14. **Condemnation.** If the whole of the Property, or such portion thereof as will make the Property unusable for the purposes herein leased, is condemned by any legally constituted public authority, then this Agreement, and the term hereby granted, shall cease from the time when possession thereof is taken by the public authority, and rental shall be accounted for as between LANDLORD and TENANT as of that date. Any lesser condemnation shall in no way affect the respective rights and obligations of LANDLORD and TENANT hereunder. However, nothing in this paragraph shall be construed to limit or adversely affect TENANT's right to an award of compensation from any condemnation proceeding for the taking of TENANT's leasehold interest hereunder or for the taking of TENANT's improvements, fixtures, equipment, and personal property.

15. **Subordination.** At LANDLORD's option, this Agreement shall be subordinate to any deed to secure debt or mortgage by LANDLORD which now or hereafter may encumber the Property, provided, that no such subordination shall be effective unless the holder of every such deed to secure debt or mortgage shall, either in the deed to secure debt or mortgage or in a separate agreement with TENANT, agree that in the event of a foreclosure, or conveyance in lieu of foreclosure, of LANDLORD's interest in the Property, such holder shall recognize and confirm the validity and existence of this Agreement and the rights of TENANT hereunder, and this Agreement shall continue in full force and TENANT shall have the right to continue its use and occupancy of the Property in accordance with the provisions of this Agreement as long as TENANT is not in default of this Agreement beyond applicable notice and cure periods. TENANT shall execute in a timely manner whatever instruments may reasonably be required to evidence the provisions of this paragraph. In the event the Property is encumbered by a deed to secure debt or mortgage on the date of the exercise of the Option, LANDLORD, no later than ten (10) days after the Option has been exercised, shall obtain and furnish to TENANT a non-disturbance agreement in recordable form from the holder of each deed to secure debt or mortgage.

16. **Title Insurance.** TENANT, at TENANT's option, may obtain title insurance on the Property. LANDLORD, at LANDLORD's expense, shall cooperate with TENANT's efforts to obtain title insurance by executing documents or obtaining requested documentation as required by the title insurance company. If LANDLORD fails to provide requested documentation within thirty (30) days of TENANT's request, or fails to provide any non-disturbance agreement required in the preceding paragraph of this Agreement,

TENANT, at TENANT's option, may withhold and accrue the monthly rental until such time as all such documentation is received by TENANT:

17. **Hazardous Substances.** To the extent allowed by North Carolina law LANDLORD shall hold TENANT harmless from and indemnify TENANT against any damage, loss, expense, response costs or liability, including consultant fees and attorney's fees, resulting from the presence of hazardous substances on, under or around the Property or resulting from hazardous substances being generated, stored, disposed of or transported to, on, under or around the Property as long as the hazardous substances were not generated, stored, disposed of or transported to, on, under or around the Property by TENANT or its employees, agents or contractors. TENANT shall hold LANDLORD harmless from and indemnify LANDLORD against any damage, loss, expense, response costs or liability, including consultant fees and attorneys' fees, resulting from hazardous substances generated, stored, disposed of or transported to, on or under the Property as a result of TENANT's use of the Property. For purposes of this Agreement, "hazardous substances" shall mean (i) any substance which contains gasoline, diesel fuel or other petroleum hydrocarbons, (ii) any substance which is flammable, radioactive, corrosive or carcinogenic, (iii) any substance the presence of which on the Property causes or threatens to cause a nuisance or health hazard affecting human health, the environment, the property or property adjacent thereto, or (iv) any substance the presence of which on the property requires investigation or remediation under any hazardous substance law, as the same may hereafter be amended. "Hazardous Substance Law" means the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §1801 et seq.; the Clean Water Act, 33 U.S.C. §1251 et seq.; the Clean Air Act, 42 U.S.C. §7401 et seq.; the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. §136 et seq.; the Toxic Substances Control Act, 15 U.S.C. §2601 et seq.; the Emergency Planning and Community Right to Know Act (SARA Title III) 42 U.S.C. §11001 et seq.; and any applicable state law or regulation.

18. **Opportunity to Cure.** If TENANT shall fail to pay any rental or other amounts payable under this Agreement when due, or if TENANT should fail to perform any other of the covenants, terms or conditions of this Agreement, prior to exercising any rights or remedies against TENANT on account thereof, LANDLORD shall first provide TENANT with written notice of the failure and provide TENANT with a thirty (30) day period to cure such failure (if the failure is a failure to pay rental or any other sum of money under this Agreement) or a sixty (60) day period to cure such failure (if the failure is a failure to perform any other covenant, term or condition of this Agreement). If the failure is not a failure to pay rental or any other sum of money hereunder but is not capable of being cured within a sixty (60) day period, TENANT shall be afforded a reasonable period to time to

or TENANT. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which shall constitute the same agreement. At the request of TENANT, LANDLORD agrees to execute a memorandum or short form of this Agreement in recordable form, setting forth a description of the Property, the term of this Agreement and other information desired by TENANT for the purpose of giving public notice thereof to third parties.

23. **Survival.** The provisions hereof, which by their nature are continuing, shall continue to bind the parties beyond any termination hereof.

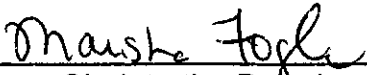
THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals the day and year first above written.

LANDLORD:

COUNTY OF CUMBERLAND

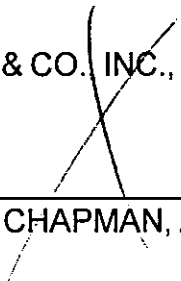
BY: 
J. LEE WARREN, JR., Chairman

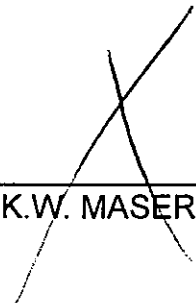
ATTEST: 
Clerk to the Board

(CORPORATE SEAL)

TENANT:

GEARON & CO., INC., a Georgia Corporation

BY: 
SUE B. CHAPMAN, Asst. Vice President

ATTEST: 
K.W. MASER, Secretary

(CORPORATE SEAL)

GEARON & CO., INC.
OPTION AND LEASE AGREEMENT

STATE OF _____

COUNTY OF _____

I, _____, a notary public for said county and state, do hereby certify that K.W. Maser personally appeared before me this day and acknowledged that she is Secretary of GEARON & CO., INC., a Georgia corporation, and that by authority duly given and as the act of the corporation the foregoing instrument was signed in its name by its Assistant Vice President, sealed with its corporate seal and attested by her as its Secretary.

WITNESS my hand and official seal this _____ day of June 1997.

My Commission Expires: _____

NOTARY PUBLIC

STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

I, ELAINE J. BOWSER, a Notary Public in and for the State of North Carolina, certify that MARSHA FOGLE personally appeared before me this day and acknowledged that she is the Clerk to the Board of County Commissioners; that J. LEE WARREN, JR. is the Chairman of said Board; that the seal affixed to the foregoing deed is the Corporate Seal of said Board; that said Deed was signed and sealed by said Chairman and attested by the said Clerk on behalf of said Board, all by its authority duly granted; and that said MARSHA FOGLE acknowledged the said Deed to be the act and deed of the said Board.

WITNESS my hand and seal this the 4th day of June 1997.

Elaine J. Bowser
Notary Public

My commission expires: April 28, 1998

J:\CM\CO\CMDHCOGC.477

GEARON & CO., INC.
OPTION AND LEASE AGREEMENT

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals the day and year first above written.

WITNESSES:

Patricia Howell

Marv Davis

TENANT:

GEARON & CO., INC., a Georgia corporation

By: K.W. Maser

K.W. Maser, Vice President

Attest: Aimée C. Malik

Aimée C. Malik, Assistant Secretary

[CORPORATE SEAL]

STATE OF GEORGIA

COUNTY OF COBB

I, Jerilyn Prowse, a notary public for said county and state, do hereby certify that Aimée C. Malik personally appeared before me this day and acknowledged that she is the Assistant Secretary of GEARON & CO., INC., a Georgia corporation, and that by authority duly given and as the act of the corporation the foregoing instrument was signed in its name by its Vice President, sealed with its corporate seal and attested by her as its Assistant Secretary.

WITNESS my hand and official seal this 12th day of June, 1997.

Jerilyn Prowse

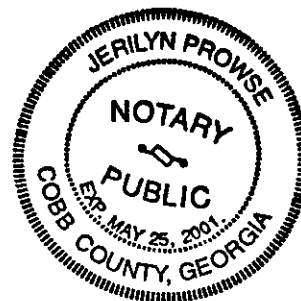
Jerilyn Prowse

Notary Public

My Commission Expires:

05-25-2001

[NOTARY SEAL]



Kip Patrick Stockton
4301 Lake ...
Suite 400
Raleigh, NC 27607

2K5048PG0053

RECEIVED

3- 5-1999 PM 4:13

STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND

!! 754

MEMORANDUM AND AMENDMENT OF LEASE

GEORGE E. TATUM
REGISTER OF DEEDS
CUMBERLAND CO., N.C.

GEORGE E. TATUM
REGISTER OF DEEDS
CUMBERLAND COUNTY, N.C.

This Memorandum and Amendment of Lease is by and between THE COUNTY OF CUMBERLAND, a body politic corporate of the State of North Carolina ("Landlord") and BELLSOUTH CAROLINAS PCS, L.P., a Delaware limited partnership ("Tenant"), pursuant to which Landlord has demised to Tenant, and Tenant has accepted such demise from Landlord, the Premises upon the following terms:

Date of Lease:	June 2, 1997
Description of Property:	See Exhibit A attached hereto and incorporated herein by reference.
Term:	Five (5) year initial term, with Four (4) additional option terms of Five (5) years each, for a total of Twenty-Five (25) years, including extensions and renewals, if any.
Commencement Date:	September 24, 1997

The purpose of this Memorandum and Amendment of Lease is to give record notice of the Lease and of the rights created thereby and to modify the legal description of the subject property to be as shown on EXHIBIT A, attached hereto and incorporated herein by reference, all of which are hereby confirmed and all terms of which are incorporated into this Memorandum and Amendment of Lease by reference.

Signature Page Attached Hereto and Incorporated Herein by Reference

16.00
8/32/11

IN WITNESS WHEREOF, the parties have executed this Memorandum and Amendment of Lease as of the dates set forth in their respective acknowledgments.

LANDLORD:

COUNTY OF CUMBERLAND

BY: Thomas B. Bacote
Chairman
Cumberland County Board of Commissioners

ATTEST: Marsha Fogle
... Clerk to the Board

(CORPORATE SEAL)

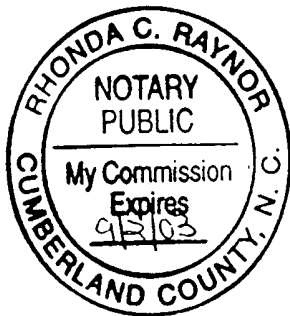
STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

I, Rhonda C. Raynor, a Notary Public of the County and State aforesaid, do hereby certify that marsha fogle this day appeared before me and acknowledged that he/she is Clerk of the Board of the County Commissioners of Cumberland County, and that pursuant to a resolution adopted by said Board, and as the act of Cumberland County, the foregoing instrument was signed in its name by Thomas B. Bacote, its Chairman, sealed with its corporate seal, and attested by himself/herself as its Clerk.

Witness my hand and official stamp or seal, this 1st day of march, 1999.

My Commission Expires: 9/2/03



Rhonda C. Raynor
Notary Public

TENANT:

BELLSOUTH CAROLINAS PCS, L.P., a
Delaware limited partnership (SEAL)

By: BELLSOUTH PERSONAL
COMMUNICATIONS, INC.,
a Delaware corporation, general partner

BY: [Signature]
Bill C. Mayberry
Assitant Vice President - Real Estate

ATTEST:

[Signature]
Mark Van Dyke
Assistant Secretary
(CORPORATE SEAL)

STATE OF Georgia
COUNTY OF Fulton

I, a Notary Public for said county and state, do hereby certify that Mark Van Dyke personally appeared before me this day and acknowledged that he/she is Assistant Secretary of BELLSOUTH PERSONAL COMMUNICATIONS, INC., a Delaware corporation, general partner of BELLSOUTH CAROLINAS PCS, L.P., a Delaware limited partnership, and that by authority duly given and as the act of the corporation on behalf of the partnership the foregoing instrument was signed in its name by its Assistant Vice President - Real Estate, sealed with its corporate seal and attested by him/her as its Assistant Secretary.

1999. WITNESS my hand and official seal this 2 day of February.

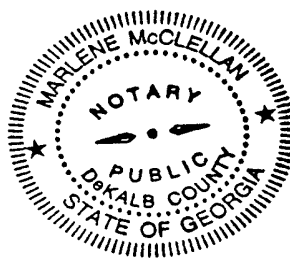
[Signature]
Notary Public

My Commission Expires:

4/1/02

RALLIB01:496064.01

141-044



The foregoing Certificate(s) of

Rhonda C. Raynor & Marlene McClellan

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

[Signature]
Cindy W. Hurdley

Deputy / Assistant - Register of Deeds

SITE 141-044-D-TECHNOLOGY DR.

LEGAL DESCRIPTION

Being a portion of that certain parcel of land lying in Cumberland County, North Carolina, now or formerly the property of County of Cumberland, State of North Carolina as described in the following Deed: Book 2927, Page 153; of the Cumberland County Registry, and being more particularly described as follows:

Lease Area:

Beginning at a point having North Carolina Grid Coordinates (NAD 83) of Y=435975.08 and X=2032140.15, said Beginning Point being located N 44-14-41 E 64.85 feet from an existing iron pipe marking the northern right of way of Technology Drive and the southern property line of the County of Cumberland, State of North Carolina as described above; thence from said Beginning Point N 14-30-53 E 60.00 feet; thence S 75-29-07 E 70.00 feet; thence S 14-30-53 W 60.00 feet; thence N 75-29-07 W 70.00 feet to the Beginning, containing 4200 square feet as shown on Lease Exhibit for BellSouth by Piedmont Olsen Hensley dated May 30, 1997.

Together with a variable nonexclusive easement for utilities and for ingress, egress and regress for pedestrians and vehicular access to the above described Lease Area, the centerline of said easement being more particularly described as follows:

Commencing at a point having North Carolina Grid Coordinates (NAD 83) of Y=435975.08 and X=2032140.15, said Point being located N 44-14-41 E 64.85 feet from an existing iron pipe marking the northern right of way of Technology Drive and the southern property line of County of Cumberland, State of North Carolina as described above; thence S 75-29-07 E 35.00 feet to the place and Point of Beginning; thence from said Point of Beginning S 14-30-53 W 14.39 feet; thence along the arc of a curve to the right, said curve having a radius of 100.00 feet and a chord bearing and distance of S 26-07-29 W 40.25 to a point on the northern right-of-way line of Technology Drive, containing 1092 square feet as shown on Lease Exhibit for BellSouth by Piedmont Olsen Hensley dated May 30, 1997.

Together with a utility easement across the lands of the Landlord in a location reasonably designated by the Tenant, or the utility provider installing the service, so as to provide electrical service to the Leased Area sufficient to operate the improvements of Tenant on the Leased Area.

BK5048 397
BK5048 PG0097CITY OF FAYETTEVILLE
D.B. 4317, PG. 646

LOT 28
CUMBERLAND INDUSTRIAL CENTER
SECTION II
P.B. 72, PG. 146
P.B. 79, PG. 61
COUNTY OF CUMBERLAND,
STATE OF NORTH CAROLINA
D.B. 2927, PG. 153

VICINITY MAP

NORTH CAROLINA
GRID COORDINATES
(NAD 83)
Y = 435975.08
X = 2032140.15

N44°14'41"E
64.85' (TIE LINE)

EXIST. 100'
CAROLINA POWER & LIGHT COMPANY R/W
P.B. 75, PG. 26

EXIST. 20' N.C.N.G. EASEMENT
P.B. 75, PG. 26

EXIST. 30'
P.W.C. UTILITY EASEMENT
P.B. 75, PG. 26

LOT 27
CUMBERLAND INDUSTRIAL CENTER
SECTION II
P.B. 72, PG. 146
P.B. 79, PG. 61
EXIST. 30' DRAINAGE EASEMENT
P.B. 75, PG. 26

LOT 12
CUMBERLAND INDUSTRIAL CENTER
SECTION II
P.B. 72, PG. 146
P.B. 79, PG. 61
COUNTY OF CUMBERLAND,
STATE OF NORTH CAROLINA
D.B. 2927, PG. 153

LOT 11
CUMBERLAND INDUSTRIAL CENTER
SECTION II
P.B. 72, PG. 146
P.B. 79, PG. 61
MAIDENFORM, INC.
D.B. 3663, PG. 454

NOTE: THIS SURVEY IS OF A PORTION OF
AN EXISTING PARCEL OR PARCELS OF LAND
AND DOES NOT CREATE A NEW STREET
OR CHANGE AN EXISTING STREET.

NOTE: SITE IMPROVEMENTS CONSTRUCTED OR
INSTALLED SINCE 5/30/97, ALONG WITH THEIR
RELATIONSHIP TO LEASE AND EASEMENT
BOUNDARIES, ARE NOT SHOWN.

CURVE DATA		
CURVE	RADIUS	CHORD
C1	100.00'	S26°07'29"W 40.25'

LEASE SITE		
LINE	BEARING	DISTANCE
L1	N14°30'53"E	60.00'
L2	S75°29'07"E	70.00'
L3	S14°30'53"W	60.00'
L4	N75°29'07"W	70.00'

LEASE AREA : 4200 S.F.

NOTES:

- 1) BEARINGS ARE NC GRID AND DISTANCES ARE HORIZONTAL UNLESS OTHERWISE NOTED.
- 2) THIS LEASE EXHIBIT HAS BEEN PREPARED PARTIALLY FROM AN ACTUAL FIELD SURVEY AND PARTIALLY FROM MAPS AND DEEDS OF RECORD.
- 3) THIS MAP REPRESENTS ONLY A SURVEY OF THE LEASE AREA, AND IS NOT INTENDED FOR ANY OTHER USE.
- 4) GRID COORDINATES SHOWN ARE FROM AN ACTUAL GPS SURVEY PERFORMED TO 3RD ORDER CLASS I FGCC SPECIFICATIONS USING STATIC GPS FIELD PROCEDURES WITH (3) WILD SR299 GPS SENSORS.

NOTE: THIS SURVEY IS
CURRENT AS OF: 5/30/97

This map is not a certified
survey and has not been
reviewed by a local
government agency
for compliance with any
applicable land development
regulations.

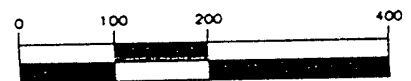
NOTE: THE INFORMATION CONTAINED
HEREON IS SUBJECT TO THE FINDINGS
OF A COMPLETE AND ACCURATE
OPINION OF TITLE AND TO THOSE
EXCEPTIONS, IF ANY, NOTED THEREON.

C/L ACCESS AND UTILITY EASEMENT		
LINE	BEARING	DISTANCE
L5	S14°30'53"W	14.39'

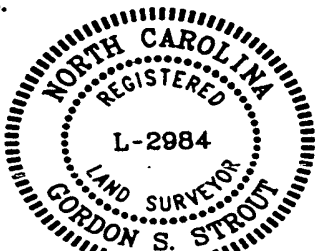
EASEMENT AREA : 1092 S.F.

LEGEND

—	LINE SURVEYED
- - -	LINE NOT SURVEYED
●	IRON PIN SET
○	IPF - IRON PIN FOUND
OHE	OVERHEAD ELECTRIC
⊙	SMH - SANITARY MANHOLE
SS	SANITARY SEWER LINE



DATE : MAY 30, 1997



GORDON S. STROUT

NC L-2984

DATE

LEASE EXHIBIT FOR

BELLSOUTH

Carolinas PCS, L.P.

OF SITE 141-0440-TECHNOLOGY DR. BEING A 60' X 70' PORTION
OF THE PROPERTY OF COUNTY OF CUMBERLAND, STATE OF N.C.
WHICH IS LOCATED NEAR THE INTERSECTION OF CORPORATION DR.
AND TECHNOLOGY DR. IN CUMBERLAND COUNTY, NORTH CAROLINA.

Raleigh, NC
Chattanooga, TNGreenville, SC
Atlanta, GA

Piedmont Osen Hensley
ENGINEERS/ARCHITECTS/PLANNERS

2301 Redwoods Drive
Post Office Box 31388, Raleigh, NC 27622-1388
Tel: 919/782-5511 Fax: 919/782-5605

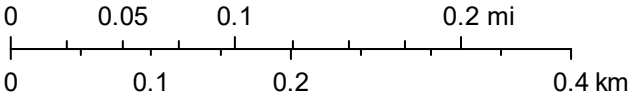
ArcGIS Web Map



10/7/2021, 10:53:38 AM

1:5,400

- | | |
|-----------------------------|---------------------------|
| Parcels | Linden |
| Address | Stedman |
| Buildings | Wade |
| Streets | Subdivisions-MHPS |
| HydroPolygons | Cumberland2017.sid |
| HydroPolygons | Red: Band_1 |
| Municipal Boundaries | Green: Band_2 |
| Fayetteville | Blue: Band_3 |
| Hope Mills | |
| Spring Lake | |
| Eastover | |
| Falcon | |
| Godwin | |



CCGIS \ ESRI Charlotte
CCGIS

CELLULAR MONOPOLE LAND LEASE – 853 TECHNOLOGY DRIVE

COMPARISON OF LEASE TERMS

Current Lease Terms:

- Lessee: Bellsouth Carolinas PCS, L.P./Bellsouth Personal Communications, Inc.
- Date of Lease: June 2, 1997; Commencement Date of First Amendment/Extension: September 24, 1997
- Approximately 4,200 square feet of land is being leased from the County
- Five (5) year initial term with four (4) additional option terms of five (5) years each, for a total of twenty-five (25) years including extensions and renewals
- Initial five (5) year rental rate was \$6,000 per year
 - 1st 5-year renewal: \$6,900/year
 - 2nd 5-year renewal: \$7,935/year
 - 3rd 5-year renewal: \$9,125/year
 - 4th 5-year renewal: \$10,494/year
- ***Total rent for twenty-five (25) year period: \$202,270***

Proposed Terms:

- Amend lease to add four (4) five (5) year automatic renewal terms
- \$5,000 “Conditional Lease Amendment Signing Bonus”
- Increase annual rent by 15% of the annual rent in effect for the preceding year
 - 1st 5-year renewal: \$12,068.10/year
 - 2nd 5-year renewal: \$13,878.32/year
 - 3rd 5-year renewal: \$15,960.07/year
 - 4th 5-year renewal: \$18,354.08/year
- ***Total rent for twenty (20) year period with signing bonus: \$306,302.85***



OFFICE OF THE COUNTY MANAGER

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF OCTOBER 18, 2021

TO: BOARD OF COUNTY COMMISSIONERS

FROM: AMY H. CANNON, COUNTY MANAGER

DATE: 10/14/2021

**SUBJECT: FAYETTEVILLE-CUMBERLAND LIAISON COMMITTEE MEETING-
EXPANSION OF HOMELESS COMMITTEE**

BACKGROUND

The Fayetteville-Cumberland Liaison Committee is continuing to meet on a regular basis. In the August 18, 2021 and September 15, 2021 meetings, several motions were approved to take items back to the full Board of Commissioners and Fayetteville City Council for approval. Those items are listed below:

August 18, 2021 Liaison Committee Meeting: Presentation by Dee Taylor on the Homeless Initiative Fund

The Homeless Initiative Fund and Committee were created by an Interlocal Agreement between the City and County to address homelessness. The purpose of the fund is as follows:

- Provide community-wide programs/services that address homelessness
- Support the Homeless Management Information System
- Provide support for the Data and Evaluation Analyst position

After discussion regarding the membership of that committee, a motion was made to expand the Committee to provide better community representation. The recommended committee makeup is as follows:

2 County Commissioners
2 City Council Members
Deputy City Manager
Assistant County Manager
City and County Community Development Directors
Continuum of Care Chairperson
School Superintendent or designee

Board of Education Member

RECOMMENDATION / PROPOSED ACTION

At the October 14, 2021 Agenda Session the Board approved placing the following action as a Consent Item on the October 18, 2021 Board of Commissioners' meeting:

Approve expansion of the Homeless Committee members.



OFFICE OF THE COUNTY ATTORNEY

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF OCTOBER 18, 2021

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COUNTY ATTORNEY (REQUESTED BY METHODIST UNIVERSITY)

DATE: 10/11/2021

SUBJECT: PUBLIC HEARING TO CONSIDER APPROVAL, FOR PURPOSES OF MEETING THE REQUIREMENTS OF THE INTERNAL REVENUE CODE, OF UP TO \$29,000,000 IN EDUCATIONAL FACILITIES REVENUE REFUNDING BONDS TO BE ISSUED BY THE PUBLIC FINANCE AUTHORITY FOR THE BENEFIT OF THE METHODIST UNIVERSITY, INC. (THE “BORROWER”)

BACKGROUND

The Public Finance Authority (PFA) is a governmental unit of the State of Wisconsin created for the purpose of issuing tax-exempt and taxable conduit bonds for public and private entities nationwide. PFA is sponsored by the National Association of Counties, the National League of Cities, the Wisconsin Counties Association and the League of Wisconsin Municipalities. Any debt issued is not debt of the County or PFA, but rather is payable solely from debt service payments received from the entity involved (in this case, the Borrower). Approximately 175 North Carolina projects have been financed by PFA.

PFA has been requested to issue the Bonds pursuant to Section 66.0304 of the Wisconsin Statutes, as amended, in the principal amount of up to \$29,000,000. The proceeds of the Bonds will be loaned to the Borrower to be used to (1) refund the Borrower's obligations with respect to the North Carolina Capital Facilities Finance Agency Revenue Bonds (The Methodist University), Series 2012, the proceeds of which were used to refinance and finance prior capital projects on the Borrower's campus, including, without limitation, street improvements, certain building renovations, new residence halls, medical laboratories, lecture halls, locker facilities and other campus improvements (the “2012 Projects”), (2) refund the Borrower's obligations with respect to the North Carolina Capital Facilities Finance Agency Educational Facilities Revenue Bond (The Methodist University), Series 2014, the proceeds of which were used to refinance and finance prior capital projects on the Borrower's campus, including, without limitation, a physical fitness intramural center, a science center addition, a residence hall, a health sciences building and other campus improvements (the “2014 Projects” and together with the portion of the 2012 Projects to be refinanced with the proceeds of the Bonds, the “Projects”), (3) fund a debt service reserve fund and (4) finance certain issuance costs to be incurred in

connection with the Bonds. The Bonds will constitute “qualified 501(c)(3) bonds” within the meaning of Section 145(a) of the Code.

The Projects will be owned and operated by the Borrower.

Wisconsin law and Federal tax law requires that tax exempt bonds issued to finance or, in certain circumstances, refinance, facilities owned by nonprofit organizations be approved by the elected legislative body (or highest elected representative) of the governmental unit that has jurisdiction over the area in which the facility is to be located. Prior to this approval, Internal Revenue Code Section 147(f) requires that a public hearing be held, at which hearing the public is given the opportunity to comment on the Projects.

Because the proceeds of the Bonds will be used to refinance the Projects, which are located in the County, the Board is one of the appropriate governing bodies to approve the use of tax-exempt bonds to refinance the Projects for the purposes of Section 147(f) of the Code.

The Borrower will promise to repay the principal, premium, if any, and interest on the Bonds. Neither PFA nor the County would have any liability whatsoever for the payment of principal or interest on the Bonds. The Bonds will be special limited obligations of PFA payable solely from the loan repayments to be made by the Borrower to the PFA.

The Bonds shall not be deemed to constitute a debt of the County or a pledge of the faith and credit of the County, but shall be payable solely from the revenues and other funds provided therefor.

The County will have no responsibility whatsoever for the Bonds. The Bonds will not affect the County's debt ratios or legal debt limit. Because no taxes or other revenues of the County will be pledged to pay these Bonds, the staff of the County has made no financial analysis of the Bonds, the Borrower or the Project.

The notice of public hearing (attached) was published in the *The Fayetteville Observer* as required by law. The form of the resolution to be adopted by the Board is also attached.

RECOMMENDATION / PROPOSED ACTION

That the Board of Commissioners (the “Board”) hold a public hearing on the proposed issuance of not to exceed \$29,000,000 of the Bonds to be issued by the Public Finance Authority; and

At the conclusion of a public hearing, the Board adopt the attached resolution which finds:

1. That the \$29,000,000 in Educational Facilities Revenue Refunding Bonds do not constitute a debt of the County; nor require a tax levy or a pledge of the faith and credit of the County; nor will affect the County’s debt ratios or legal debt limit;
2. That the County has made no financial analysis of the Bonds, of the Borrower or of the projects financed and refinanced;
3. Approve the issuance of not to exceed \$29,000,000 in Educational Facilities Revenue Refunding Bonds to be issued by the Public Finance Authority for the benefit of the Borrower; and
4. Reserving all rights with respect to zoning, planning, plans, specifications, inspections, etc. that the County would otherwise require.

ATTACHMENTS:

Description

Resolution for MU Financing

Notice of Public Hearing

Type

Backup Material

Backup Material

RESOLUTION NO. _____

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF CUMBERLAND, NORTH CAROLINA, APPROVING THE ISSUANCE BY THE PUBLIC FINANCE AUTHORITY (WISCONSIN) OF UP TO \$29,000,000 AGGREGATE PRINCIPAL AMOUNT OF ITS EDUCATIONAL FACILITIES REVENUE REFUNDING BONDS FOR THE PURPOSE OF FINANCING AND REFINANCING CERTAIN FACILITIES IN THE COUNTY OF CUMBERLAND, NORTH CAROLINA

WHEREAS, this Board of Commissioners today held a public hearing with respect to the proposed Educational Facilities Revenue Refunding Bonds (the “*2021 Bonds*”) to be issued by the Public Finance Authority in an amount not to exceed \$29,000,000 on behalf of The Methodist University, Inc., a North Carolina nonprofit corporation and organization described in Section 501(c)(3) of the Code (the “*Borrower*”), and used to (1) refund the Borrower’s obligations with respect to the North Carolina Capital Facilities Finance Agency Revenue Bonds (The Methodist University), Series 2012, the proceeds of which were used to refinance and finance prior capital projects on the Borrower’s campus, including, without limitation, street improvements, certain building renovations, new residence halls, medical laboratories, lecture halls, locker facilities and other campus improvements (the “*2012 Projects*”), (2) refund the Borrower’s obligations with respect to the North Carolina Capital Facilities Finance Agency Educational Facilities Revenue Bond (The Methodist University), Series 2014, the proceeds of which were used to refinance and finance prior capital projects on the Borrower’s campus, including, without limitation, a physical fitness intramural center, a science center addition, a residence hall, a health sciences building and other campus improvements (the “*2014 Projects*” and together with the portion of the 2012 Projects to be refinanced with the proceeds of the Bonds, the “*Projects*”), (3) fund a debt service reserve fund and (4) finance certain issuance costs to be incurred in connection with the Bonds. The 2021 Bonds will constitute “qualified 501(c)(3) bonds” within the meaning of Section 145(a) of the Code;

WHEREAS, in order for the 2021 Bonds to be tax-exempt, Federal tax law (specifically, Section 147(f) of the Internal Revenue Code, as amended (the “*Code*”)) requires the governing body of the governmental entity having jurisdiction of the area in which a bond financed project is located to approve the issuance of the 2021 Bonds after a public hearing;

WHEREAS, pursuant to Section 66.0304(11)(a) of the Wisconsin Statutes, prior to their issuance, bonds issued by the Authority must be approved by the governing body or highest ranking executive or administrator of a political subdivision within whose boundaries the project is to be located;

WHEREAS, the Borrower has requested that the Board of Commissioners of the County of Cumberland, North Carolina approve the refinancing of the Projects and the issuance of the 2021 Bonds in order to satisfy the requirements of Section 4 of the Amended and Restated Joint Exercise of Powers Agreement Relating to the Public Finance Authority, dated as of September 28, 2010 (the “*Joint Exercise Agreement*”), and Section 66.0304(11)(a) of the Wisconsin Statutes; and

WHEREAS, County of Cumberland taxpayers will have no responsibility for payment of the 2021 Bonds;

NOW, THEREFORE, the Board of Commissioners of the County of Cumberland, North Carolina, resolves as follows:

Section 1. The Board of Commissioners hereby approves the refinancing of the Projects and the issuance of the 2021 Bonds, all in the principal amount of not to exceed \$29,000,000. It is the purpose and

intent of the Board of Commissioners that this resolution constitute approval of the issuance of the 2021 Bonds by the County of Cumberland, North Carolina, which is one of the governmental units having jurisdiction over the areas in which the respective projects located, in accordance with the Code and with Section 66.0304(11)(a) of the Wisconsin Statutes and Section 4 of the Joint Exercise Agreement.

Section 2. THE COUNTY OF CUMBERLAND HAS NO RESPONSIBILITY FOR THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THE 2021 BONDS OR FOR ANY COSTS INCURRED BY THE METHODIST UNIVERSITY, INC. WITH RESPECT TO THE 2021 BONDS OR THE PROJECTS REFINANCED THEREWITH. THE COUNTY PLEDGES NEITHER ITS TAXING POWER NOR REVENUES FOR THE 2021 BONDS.

Approved after public hearing at the October 18, 2021, Regular Meeting of the Cumberland County Board of Commissioners.

Cumberland County Board of Commissioners
By:

Charles Evans, Chair

Attest:

Candice H. White, Clerk to the Board of Commissioners

EXHIBIT A

NOTICE OF PUBLIC HEARING WITH RESPECT TO NOT TO EXCEED \$29,000,000 EDUCATIONAL FACILITIES REVENUE REFUNDING BONDS

Notice is hereby given that on October 18, 2021, a public hearing as required by Section 147(f) of the Internal Revenue Code of 1986, as amended (the “**Code**”), will be held by the Board of Commissioners of the County of Cumberland, North Carolina with respect to the proposed issuance of educational facilities revenue refunding bonds (the “**Bonds**”), in an aggregate principal amount not to exceed \$29,000,000.00 by the Public Finance Authority (the “**Authority**”). The hearing will commence at 6:45 p.m. or as soon thereafter as the matter can be heard, and will be held at 117 Dick Street, Room 118, Fayetteville, North Carolina 28301.

The Bonds are expected to be issued pursuant to Section 66.0304 of the Wisconsin Statutes, as amended, by the Authority, a commission organized under and pursuant to the provisions of Sections 66.0301, 66.0303 and 66.0304 of the Wisconsin Statutes, as amended. The proceeds from the sale of the Bonds will be loaned to The Methodist University, Inc., a North Carolina nonprofit corporation and organization described in Section 501(c)(3) of the Code (the “**Borrower**”), and used to (1) refund the Borrower’s obligations with respect to the North Carolina Capital Facilities Finance Agency Revenue Bonds (The Methodist University), Series 2012, the proceeds of which were used to refinance and finance prior capital projects on the Borrower’s campus, including, without limitation, street improvements, certain building renovations, new residence halls, medical laboratories, lecture halls, locker facilities and other campus improvements (the “**2012 Projects**”), (2) refund the Borrower’s obligations with respect to the North Carolina Capital Facilities Finance Agency Educational Facilities Revenue Bond (The Methodist University), Series 2014, the proceeds of which were used to refinance and finance prior capital projects on the Borrower’s campus, including, without limitation, a physical fitness intramural center, a science center addition, a residence hall, a health sciences building and other campus improvements (the “**2014 Projects**” and together with the portion of the 2012 Projects to be refinanced with the proceeds of the Bonds, the “**Projects**”), (3) fund a debt service reserve fund and (4) finance certain issuance costs to be incurred in connection with the Bonds. The Bonds will constitute “qualified 501(c)(3) bonds” within the meaning of Section 145(a) of the Code.

The Projects will be owned and operated by the Borrower. The maximum principal amount of Bonds to be issued to refinance the Project will not exceed \$29,000,000.

The Bonds will be special limited obligations of the Authority payable solely from the loan repayments to be made by the Borrower to the Authority, and certain funds and accounts established by the bond documents for the Bonds.

The public hearing will provide an opportunity for all interested persons to express their views, both orally and in writing, on the proposed issuance of the Bonds and the Projects to be refinanced. Any person interested in the issuance of the Bonds and the Projects to be refinanced may appear and be heard or submit written comments. Any person wishing to submit written comments regarding the proposed issuance of the Bonds and the Projects to be refinanced should do so prior to October 18, 2021, by mailing such written comments to the Clerk to the Board’s Office, 117 Dick Street, Room 561, Fayetteville, North Carolina 28301. This notice is given pursuant to the provisions of Section 147(f) of the Code, Section 66.0304(11)(a) of the Wisconsin Statutes and Section 4 of the Amended and Restated Joint Exercise of Powers Agreement Relating to the Authority. Additional information concerning the Bonds and the

Projects to be refinanced may be obtained from Jeffrey A. Poley, Esq., 301 Fayetteville Street, Suite 1400, Raleigh, NC 27601; Phone (919) 835-4659; Email Address: jeffpoley@parkerpoe.com.

COUNTY OF CUMBERLAND, NORTH CAROLINA

By: Candice H. White
Clerk to the Board of Commissioners
County of Cumberland, North Carolina



PLANNING AND INSPECTIONS DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF OCTOBER 18, 2021

TO: BOARD OF COUNTY COMMISSIONERS

FROM: RAWLS HOWARD, PLANNING & INSPECTIONS DIRECTOR

DATE: 10/7/2021

SUBJECT: BETHANY AREA LAND USE PLAN

BACKGROUND

As part of the Joint Planning Board's ongoing efforts to develop detailed land use plans for the entire County and the member municipalities, the staff along with residents in the area, have developed a land use plan for the Bethany area of Cumberland County.

The Cumberland County Joint Planning Board reviewed, heard comments, and approved the plan as presented by staff at their September 21st, 2021 regular meeting by a vote of 3-2.

RECOMMENDATION / PROPOSED ACTION

Hold a public hearing and consider adoption of the Bethany Area Land Use Plan as recommended by staff and approved by the Planning Board.

ATTACHMENTS:

Description	Type
DRAFT BETHANY AREA LAND USE PLAN	Backup Material
Draft PB Minutes of 09-21-2021 Meeting	Backup Material
Bethany Land Use Plan Presentation	Backup Material



Bethany Area Land Use Plan

2021



**CUMBERLAND COUNTY
PLANNING & INSPECTIONS**

DRAFT 7/2/21

Acknowledgments

CUMBERLAND COUNTY COMMISSIONERS

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Glenn Adams, Vice Chair

Michael C. Boose

Dr. Jeannette M. Council

Jimmy Keefe

Larry L. Lancaster

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James Baker

Acknowledgments

The Planning Staff would first and foremost like to thank the citizens of the Bethany Area who participated in the Citizen Work Group. The timing of this plan was not ideal due to the global pandemic. However, the work group rose to the challenge and provided a great deal of insightful feedback. Thank you.

CUMBERLAND COUNTY STAFF

ADMINISTRATIVE STAFF

Rawls Howard, Planning & Inspections Director

David Moon, Deputy Director

Laverne Howard, Administrative Coordinator

COMPREHENSIVE PLANNING *

Rufus (Trey) Smith, III, Planning Manager

Jennifer Oppenlander, Senior Planner

Aaron Barnes, Planner

Jaimie Walters, Planner

Katrese Hale, Planner

Annette Massari, Planner

Addie Ward, Planner

An area plan such as this one requires the knowledge and expertise of the entire planning department staff. The Cumberland County Planning Department, made up of Administrative, Comprehensive Planning, Addressing/ Street Naming, Current Planning, Graphic Services and Transportation sections have all contributed to this plan.

* Section responsible for this plan



Bethany Area Vision

A welcoming, vibrant rural community that recognizes the intrinsic and tangible value of the preservation of farms, farmland, agriculture, water quality, wildlife resources, and the rural lifestyle. New growth should be well managed, high quality, and harmonious with the surrounding area as well as protect existing natural resources. Development should be managed to ensure that this way of life is maintained while allowing for future residents to join and enjoy a productive lifestyle which co-exists in respectful acknowledgement of a rural lifestyle, the land and other natural resources, agriculture, and wildlife, which abound in Bethany.

TABLE OF CONTENTS

INTRODUCTION..... 7

PLANNING PROCESS 13

EXISTING CONDITIONS 19

FUTURE LAND USE MAP, CLASSIFICATIONS, AND POLICIES..... 35

RECOMMENDATIONS..... 45

APPENDIX..... 49

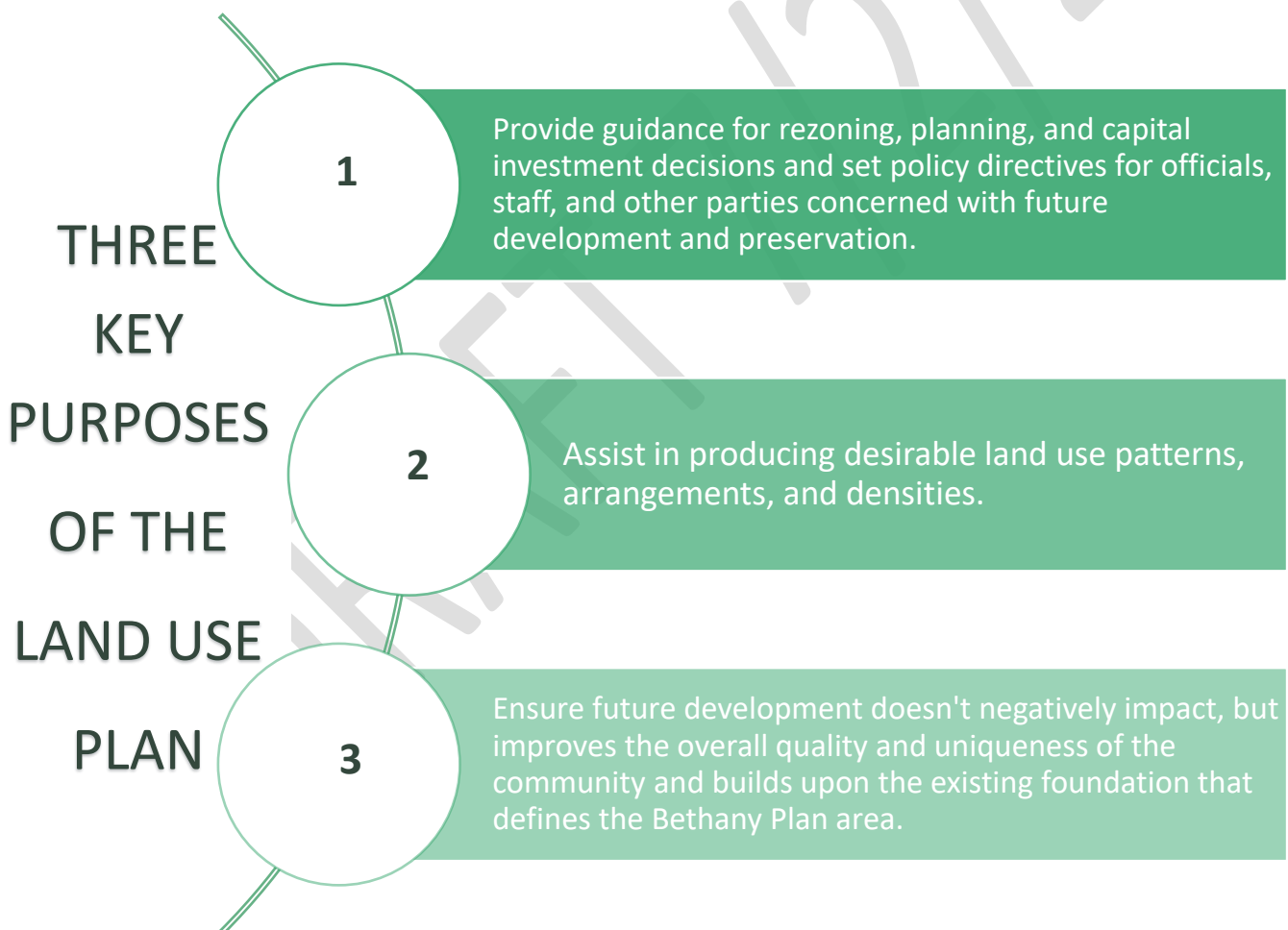
RESOLUTIONS OF ADOPTION 70



INTRODUCTION

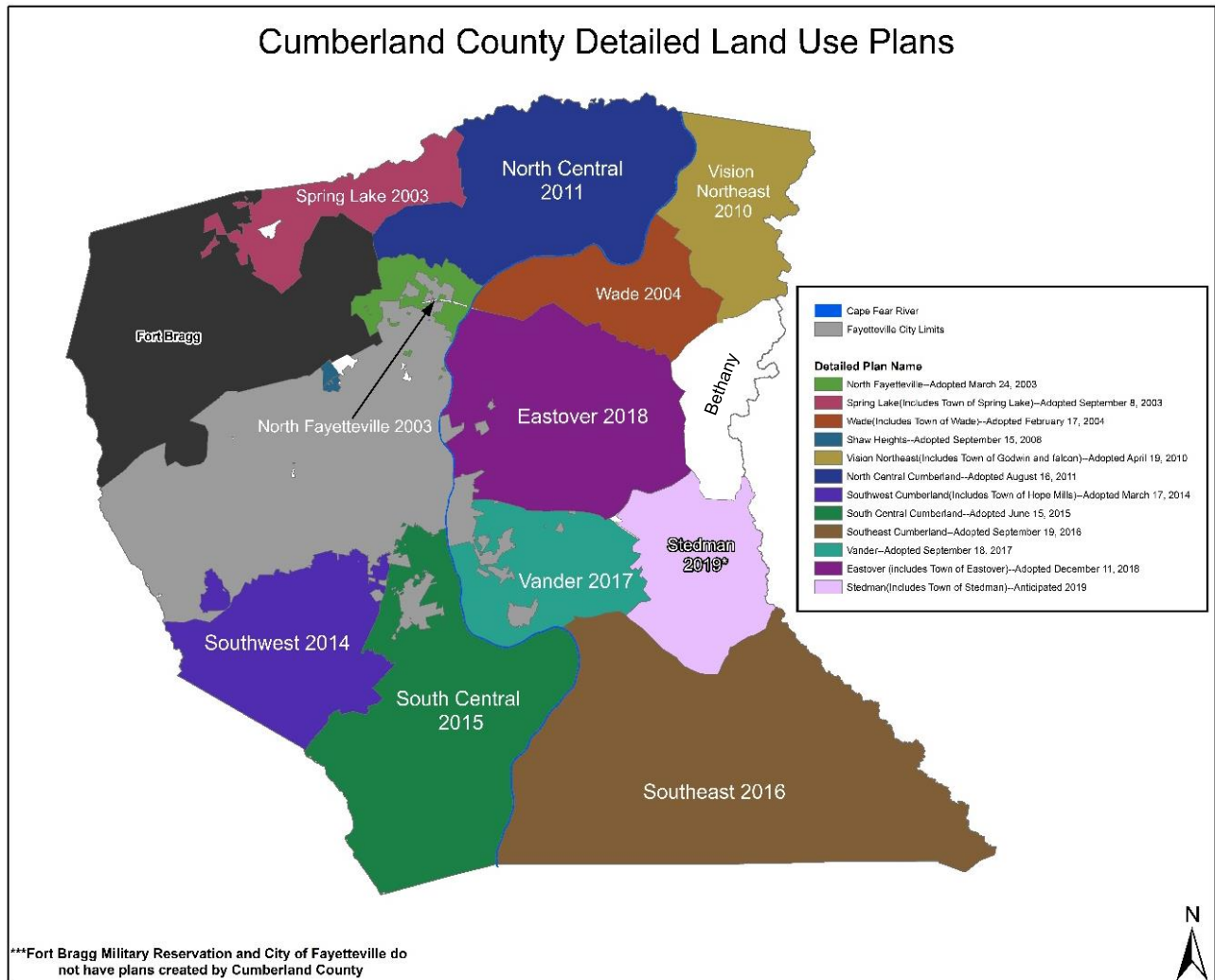
PURPOSE

The Bethany Area Land Use Plan was created to guide future development and the preservation of the rural character of the area. This plan can be used to review current conditions, such as demographics, zoning, and natural environments. The plan, more directly, will be used as a recommendation for future land use. This means that staff and appointed officials will consult this plan when making future recommendations and decisions, for this area, on rezoning cases and ordinance updates. This plan is also required by the N.C. General Statutes § 160D-501 as a condition of adopting and applying zoning regulations. (Excerpt of this chapter can be found in the Appendix of this document).



COMPREHENSIVE PLANNING

The interlocal agreement between the County Planning Department and the municipalities it serves states that “The Joint Planning Board will make, or cause to be made under its supervision, the basic studies necessary to maintain a continuing long-range comprehensive program.” The Comprehensive Planning Section has been tasked with completing and updating detailed land use plans for each area of the County. These plans help guide Planning Staff and Governing Boards to make land use decisions that preserve and promote the values intrinsic to Cumberland County.



Cumberland County Adopted Area Land Use Plans The map, above, shows area land use plans currently adopted by the County and towns within each plan boundary. It is the goal of the Comprehensive Planning Section to create detailed land use plans for the entire County and to update these plans when needed.

BETHANY PLAN AREA OVERVIEW

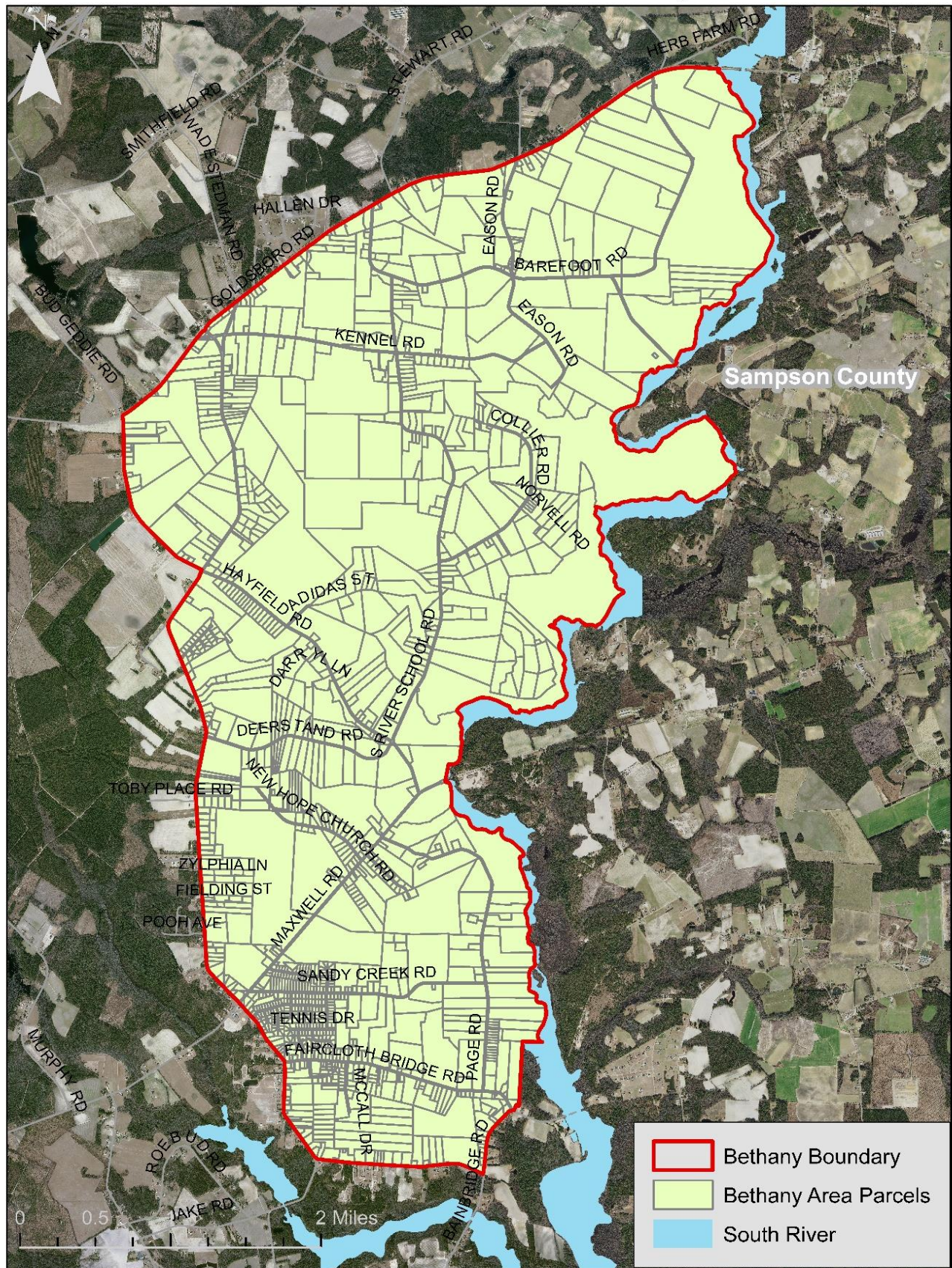
The Bethany area is the last without an adopted detailed land use plan within Cumberland County. The Bethany plan area is located within the northeast portion of the County, approximately 10 miles east of Fayetteville. This area comprises approximately 11,204 acres of land and is defined on the south by Oak Grove Church Road; on the west by Wade-Stedman Road; on the north by N.C. Highway 13 (Goldsboro Road); and on the east by the South River/Sampson County.

The Bethany area is rural in nature and is characterized by both large and small (hobby) farming operations, woodlands, wetlands, and pastures. Most of the area (83%) is zoned Agricultural (A1) and Conservation (CD) (10%) with small pockets of R40 Residential (R40) scattered throughout.

An area of more dense residential development occurs in the southern portion of the plan area. This area is comprised of several subdivisions with Bethany South and Country Place being the largest, these are mostly zoned Rural Residential (RR) and are primarily comprised of doublewide manufactured housing. This area is situated in the vicinity of Maxwell Road, Sandy Creek Road, and Faircloth Bridge Road and consists of mainly half acre lots.



Bethany Area Boundary



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PLANNING PROCESS

PUBLIC PARTICIPATION

The public participation portion of the planning process began **January 28, 2020** with an “Informational Meeting” held at the East Regional Library with approximately 65 people in attendance. Post card notifications were sent to property owners within the plan area prior to the meeting (**see appendix**).

Shortly after the public participation process began, our nation was hit with the effects of the COVID-19 global pandemic. This brought the public participation process to a halt as staff tried to develop new ways to obtain public input without meeting in person.

The public participation process moved online first with an update to the County’s website. In October 2020, a section was added to share information regarding the plan. A presentation regarding Vision Statements and Strengths, Weaknesses, Opportunities, Threats (SWOT) analysis was provided as well as an area for citizens to leave comments.

Virtual meetings began first on January 28, 2021 and continued on February 4, 2021 and February 11, 2021. During these meetings, the vision statement, SWOT analysis, draft policies, land use map, and recommendations were discussed.

On February 25, 2021 the draft plan was created and put online for comment. The Citizens’ Work Group was notified via e-mail and property owners in the study area were mailed postcard notifications (**see appendix**) that stated where and how they could provide comment on the plan. Hard copies of the draft plan were placed at the Bethany Fire Station on March 5, 2021 for citizens without internet access.

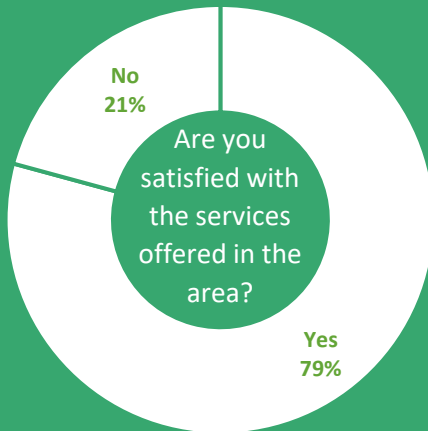
A final postcard was sent out (**see appendix**) on June 14 and a Cumberland Alert was sent out for a drop-in session meeting that was held on June 29, 2021 from 6pm- 8pm at the Center Baptist Church at 4980 Wade- Stedman Rd Wade, NC. Informational posters were displayed, and comments were collected from citizens.



SURVEY

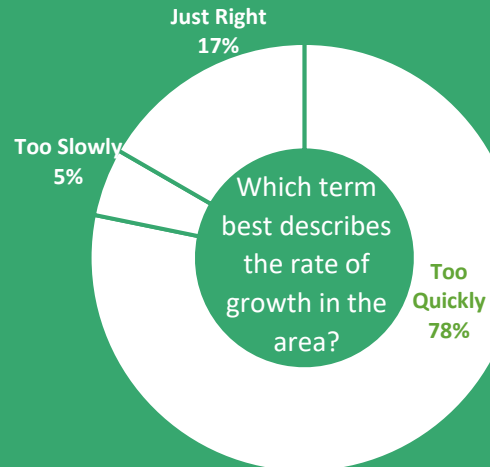
At the Informational Meeting, a nine question survey was conducted. The same survey was also available to citizens prior to the meeting online via Survey Monkey. The full survey with results can be found in the Appendix of this document. The following is a summary of questions asked and responses received.

QUESTION 5

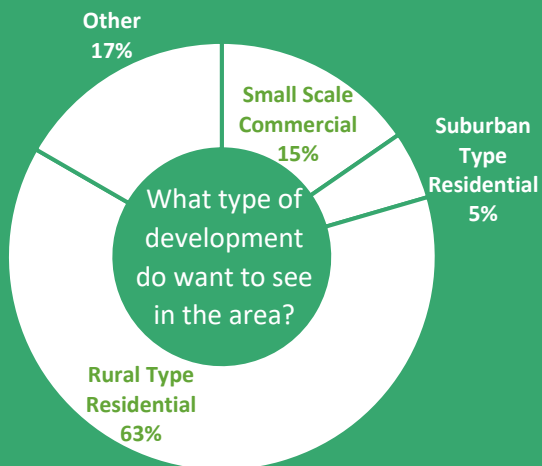


Community services could include access to libraries, parks, school, and utilities.

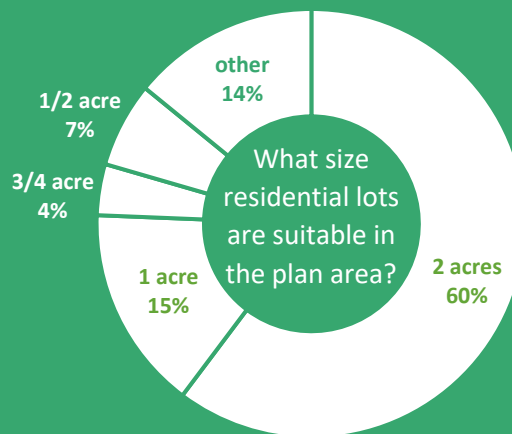
QUESTION 6



QUESTION 7



QUESTION 8



S

Strengths

Very concerned citizens

Rural

Green

Open

Flat

Rich history

Heritage

Mature population

Desirable area for families to move to

Quiet

Strong sense of community

Very low crime rate

Community park/rec area

Close- knit

Agricultural community with strong sense of identity

Rich with existing wildlife

W

Weaknesses

Little commercial development to support community

Aging population

High water tables

Few municipal facilities

Poor drainage

No municipal sewer

No plan

Civic leaders arbitrary in decision making

No post office

Not large enough population to influence decision makers

Lack of small, family restaurant

Communication in rural area/farmer (large and small) input

O

Opportunities

Cultural and heritage businesses and sites for educational and recreational purposes

Agri-tourism

Nature trails, parks, camping spaces - animal preserves - green areas - recreational areas that require space

Small business, medical offices, artisan businesses

Local, organic and whole foods growth

Chance to preserve way of life

Increased land and property tax values thru smart growth Agri-tourism, conservationist growth

Community Center

T

Threats

Arbitrary decision making by civic leaders

Crime

High density growth

Urban sprawl

Little resident political influence

Lack of traffic enforcement on narrow farming roads

Drainage/storm/ well water issues

Restrictive regulations that increase farming costs

No support for farming (processing facilities; wholesale facilities)

Overcrowding of schools

Continued development threat to woodlands, bees, other wildlife

SWOT ANALYSIS

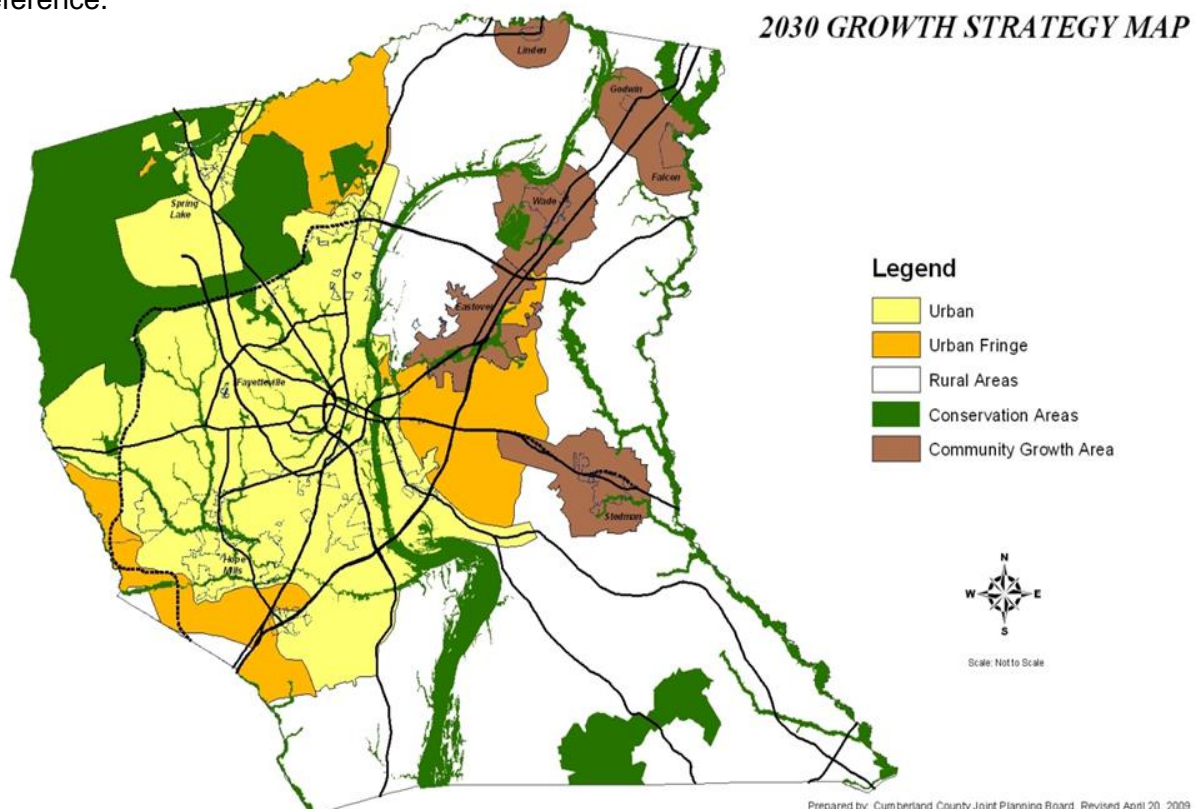
The SWOT (Strengths, Weaknesses, Opportunities, Threats) method was originally created for business and industry but is equally useful in the work of community planning and development. A SWOT analysis provides a general idea of what is needed or wanted in the community in a simple, yet effective format. The SWOT analysis recorded here was created by the Bethany Citizen Work Group. Strengths were centered around community and rural lifestyle while Weaknesses were focused on drainage, lack of development that serves the community, and a lack of communication with civic leaders. Opportunities that were suggested included the area's natural resources and opportunities to promote agri-tourism, while Threats that were submitted include lack of support for farms and sprawl.

REVIEW OF EXISTING PLANS

An important step in the planning process is to assess existing plans that affect the study area. This allows the planning staff to review previous planning efforts in the area to determine whether past goals were met and are still relevant.

2030 PLAN

The Cumberland County 2030 Vision Plan, adopted in 2009, identifies the Bethany area as "Rural Areas" and "Conservation Areas". Rural Areas provide for agriculture, forestry, and other allied activities traditionally found in a rural setting. Very low density residential development with on-site waste disposal (i.e. septic systems) may be appropriate in Rural Areas. The areas that call for Conservation Areas are located in the flood zone area. The adopted 2030 Vision Plan Land Use Map is shown here for further reference.



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EXISTING CONDITIONS

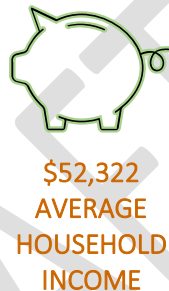
EXISTING CONDITIONS

An important aspect in creating a future land use plan is researching and analyzing existing conditions. To plan for the future, the conditions of the present must be evaluated. For this plan, Comprehensive Planning staff gathered data regarding the Bethany area's demographics, planning related boundaries, utility locations, and natural conditions.

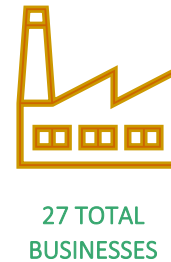
DEMOGRAPHICS

For the purposes of this plan, planning staff utilized an analysis created by the Fayetteville Cumberland County Economic Development Corporation to examine the most up-to-date demographic information available for the Bethany area. The analysis was completed using the ESRI Business Analyst software. This software provides location- based intelligence for planning, site selection, and customer segmentation. The graphics below provide an overview of demographic data of the Bethany Area from 2019.

KEY FACTS



EMPLOYMENT AND BUSINESS



HOUSING



EDUCATION



39% High School Diploma



35% Some College or Associate's



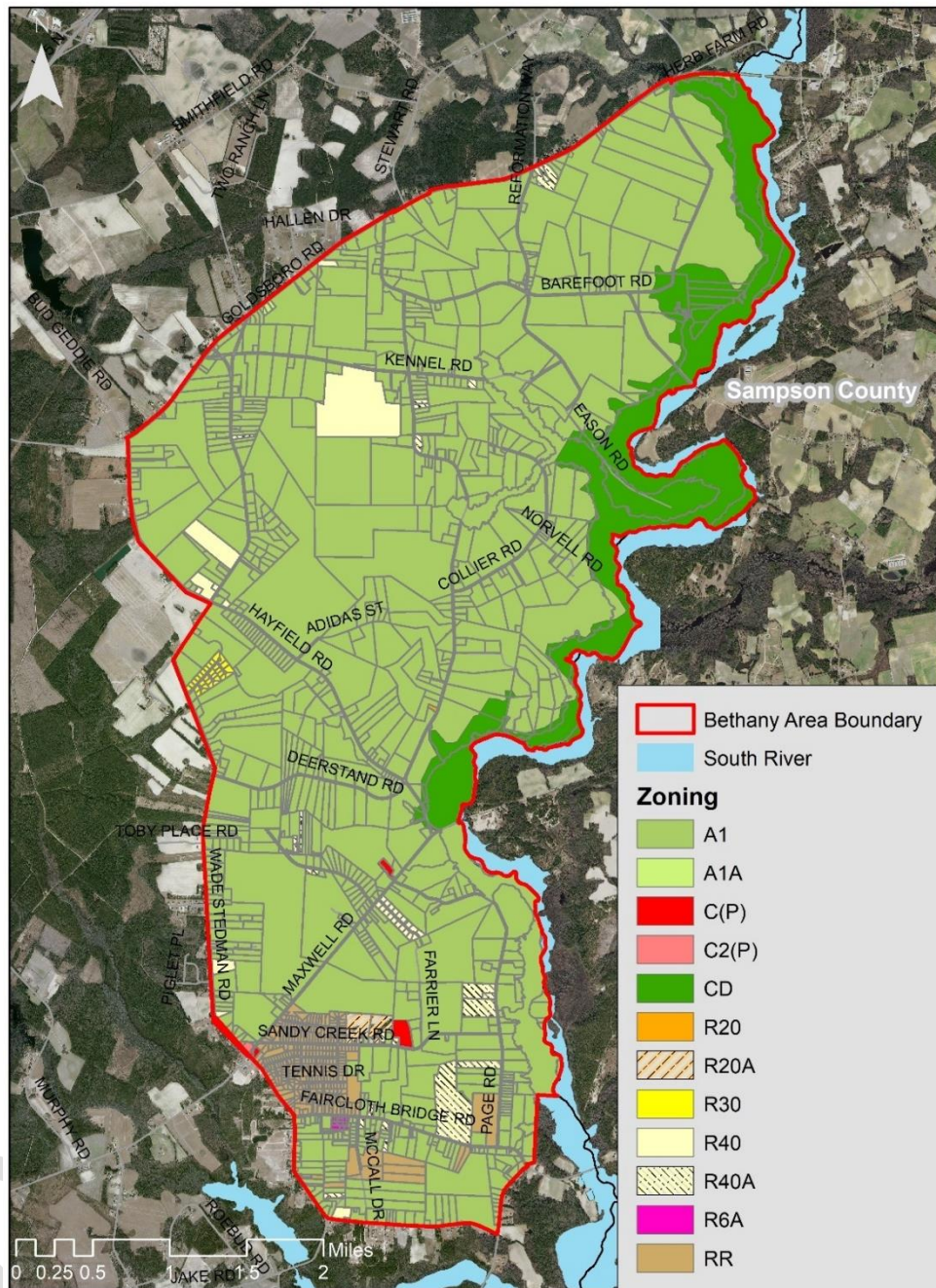
8% Bachelor's Degree



5% Master's Degree



Bethany Area Zoning

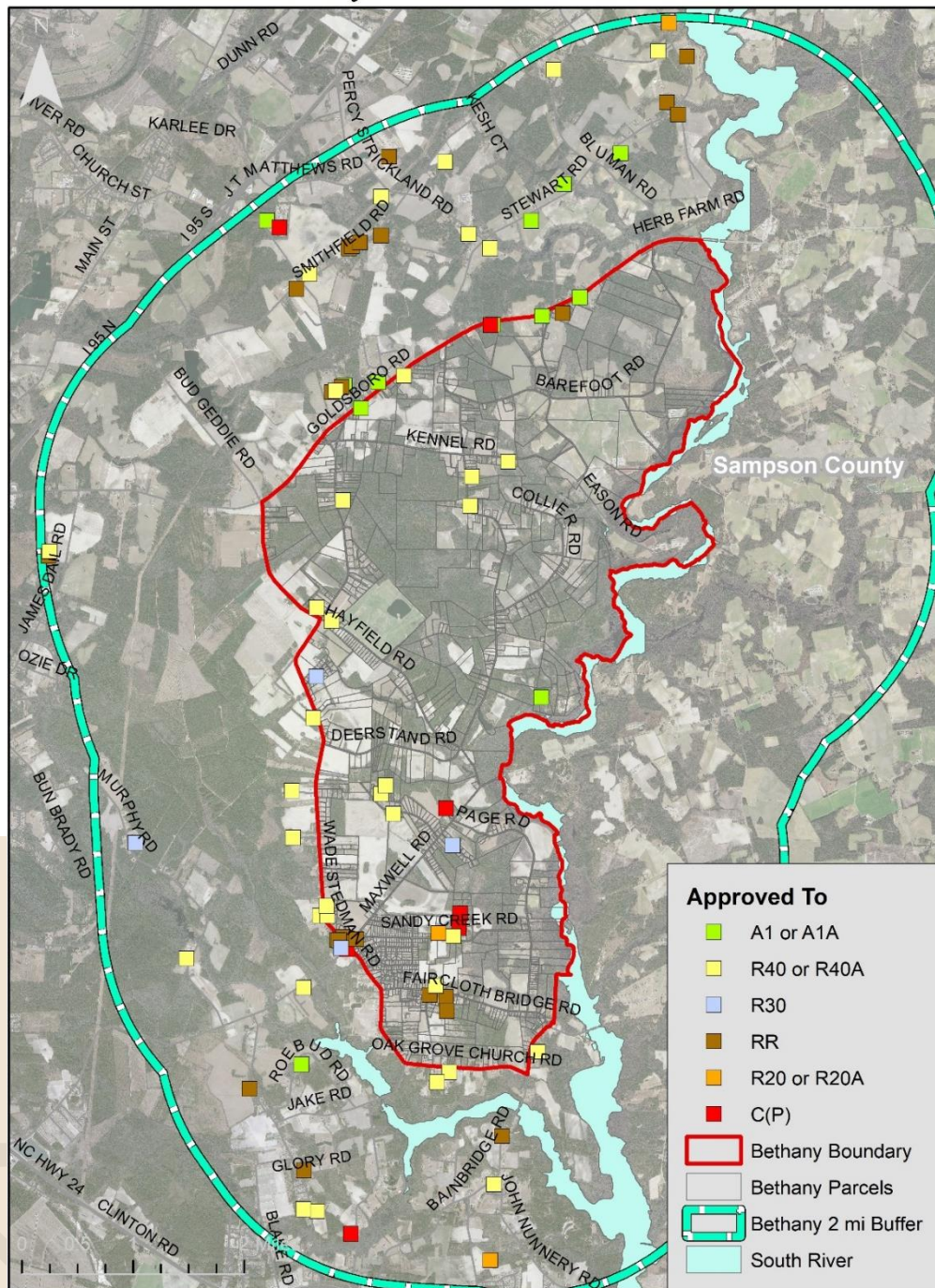


The Bethany Area is mostly zoned A1 Agricultural with CD Conservancy District running along a portion of the South River. Some of the residential districts in the area include R40, R40A, R30, R20, R20A, Rural Residential, or RR, and R6A. There are only five properties in the entire area with some form of Commercial zoning. Approximately 83% of the area is zoned A1, 10% of the area is zoned CD, 3% is zoned RR. The other zoning districts cover the remaining 4% of the area.

A complete description of zoning districts can be found in the appendix of this document.

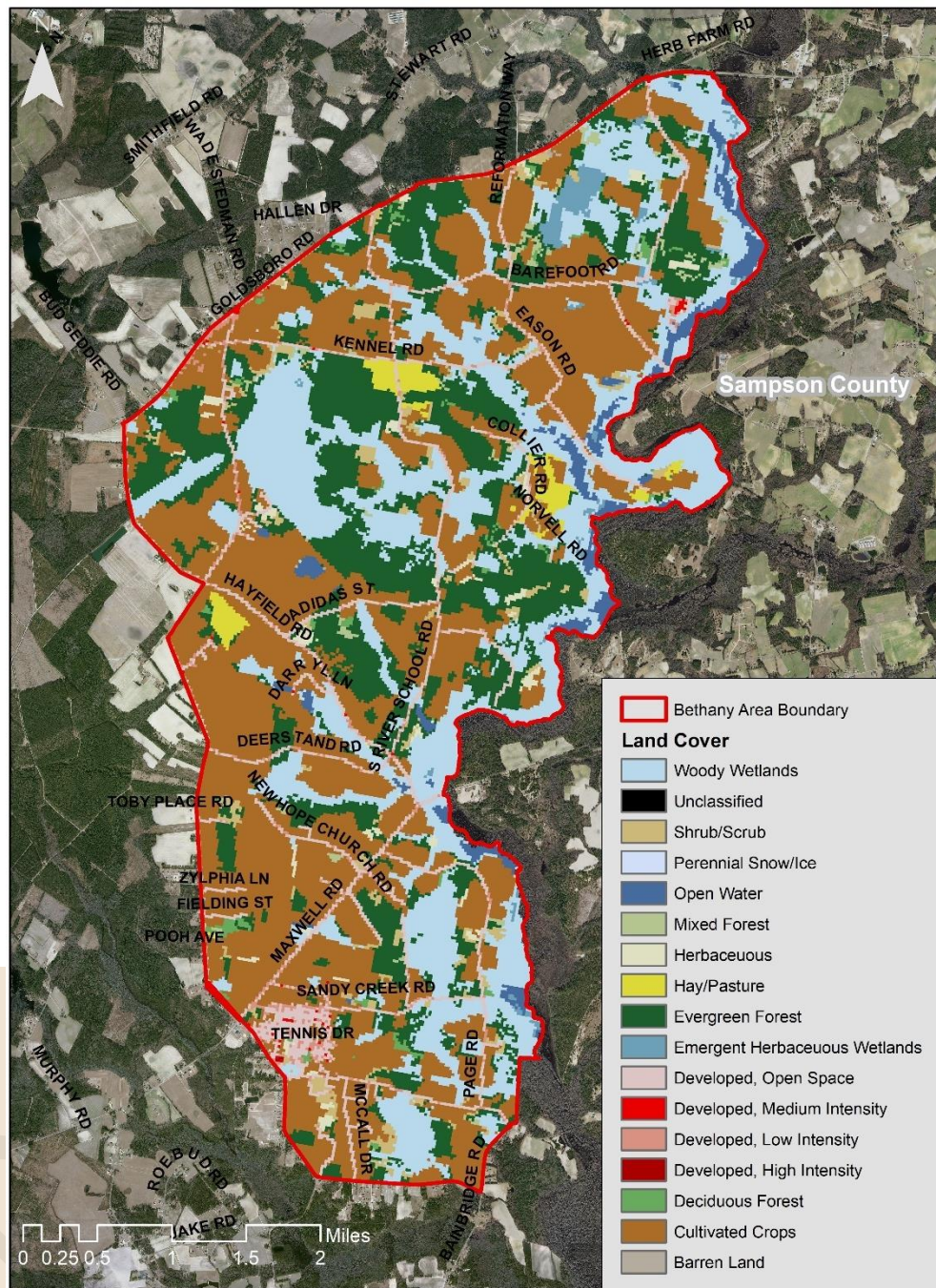
Bethany Area Rezoning Cases 1981-2020

Bethany Area and 2mi Buffer



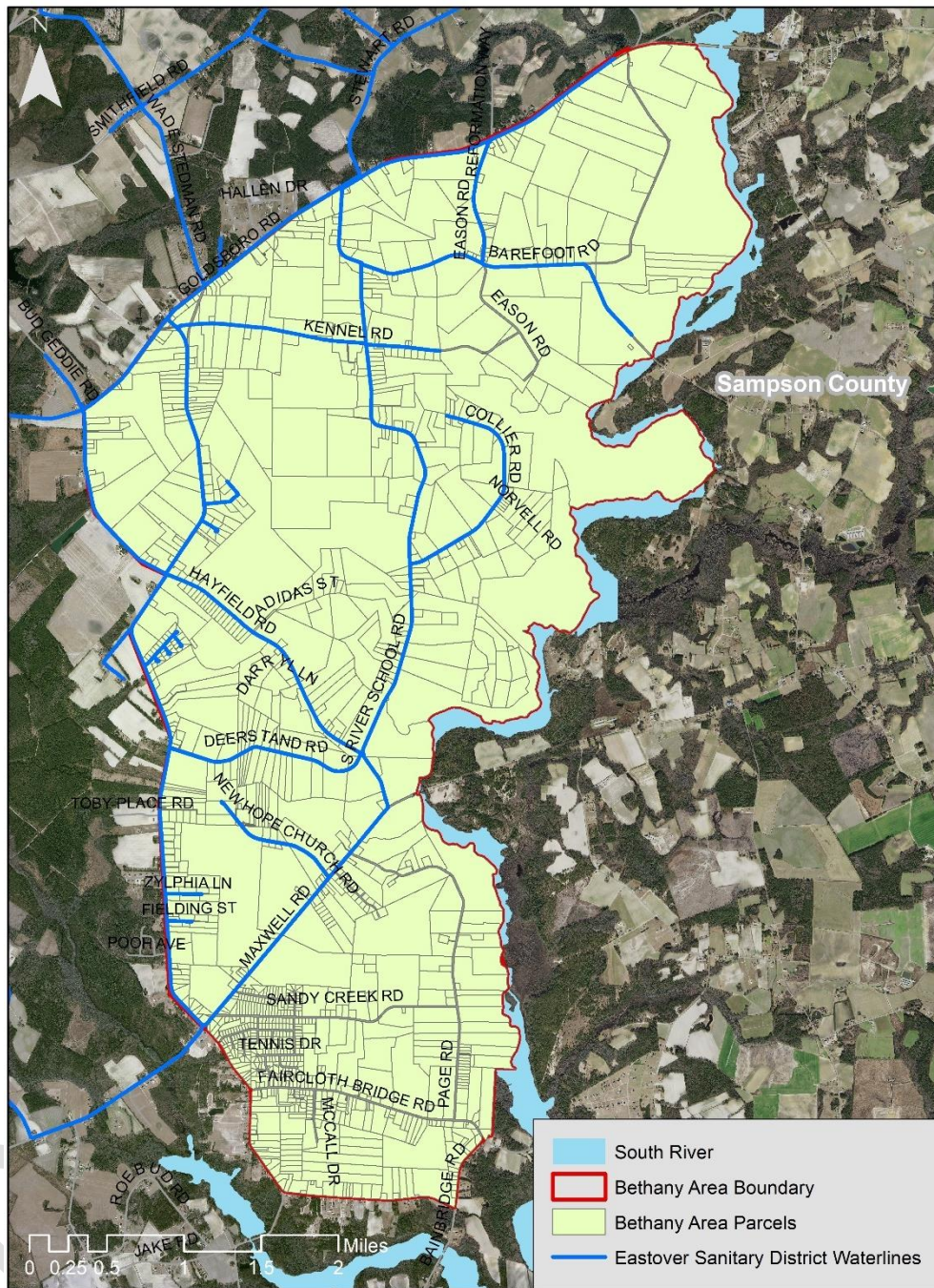
The Bethany area had a total of 33 approved zoning cases from 1981-2020. Among these 33 cases, five were approved to agricultural districts A1 or A1A, five were approved to commercial districts, one was approved to residential district R20A, six were approved to rural residential zoning district RR, two were approved to residential district, R30 and 14 cases were approved to residential zoning districts R40 or R40A. This map depicts the rezoning cases from the same time period for the Bethany area and a 2- mile radius around the area.

Bethany Area Land Cover



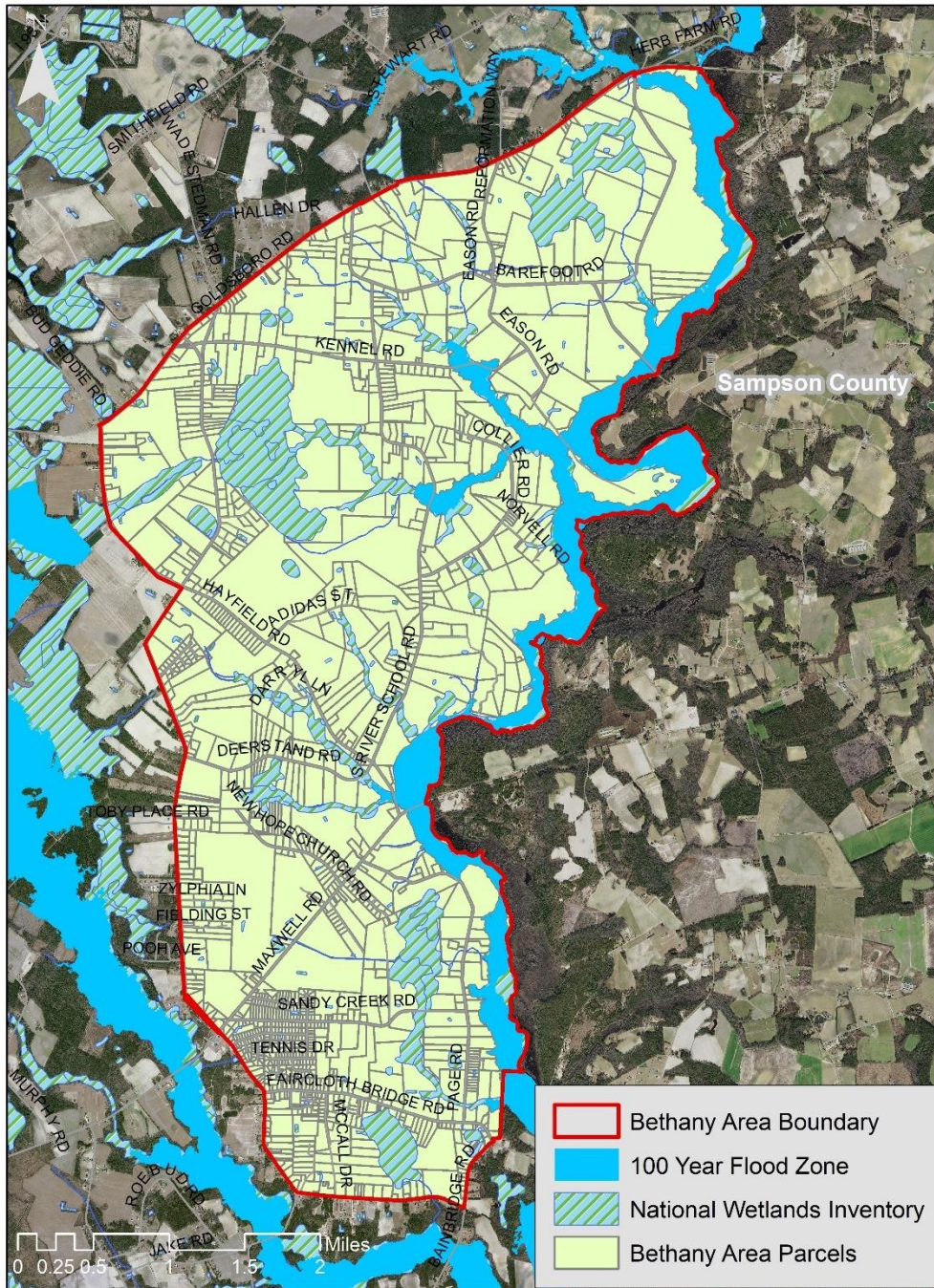
Land cover describes how much of a region or area is covered by forests, wetlands, impervious surfaces, agriculture, and other land/water types. This information is provided by the United States Geological Survey's (USGS) National Land Cover Database (NLCD). The Bethany Area consists of three main types of land cover: **cultivated crops** which accounts for 24% of the area or 2,663 acres, **woody wetlands** (29% of area/ 3,194 acres), and **evergreen forests** (32% of area/ 3,582 acres). This evaluation is consistent with the current development of the area being mainly farmland and forest with homes on larger lots.

Bethany Area Utilities



The location of existing utilities in an area are one of the main keys to guiding and predicting future development. Eastover Sanitary District (ESD) water lines run throughout the area, and 645 parcels, or 48%, of the area's parcels have access to water lines. Although water lines provided by Eastover Sanitary District (ESD) traverse much of the Bethany area, many area residents and businesses rely on private wells as their water source. There are no sewer lines located within the Bethany study area boundary. Residents and businesses rely on septic systems.

Bethany Area Flood Zone and Wetlands

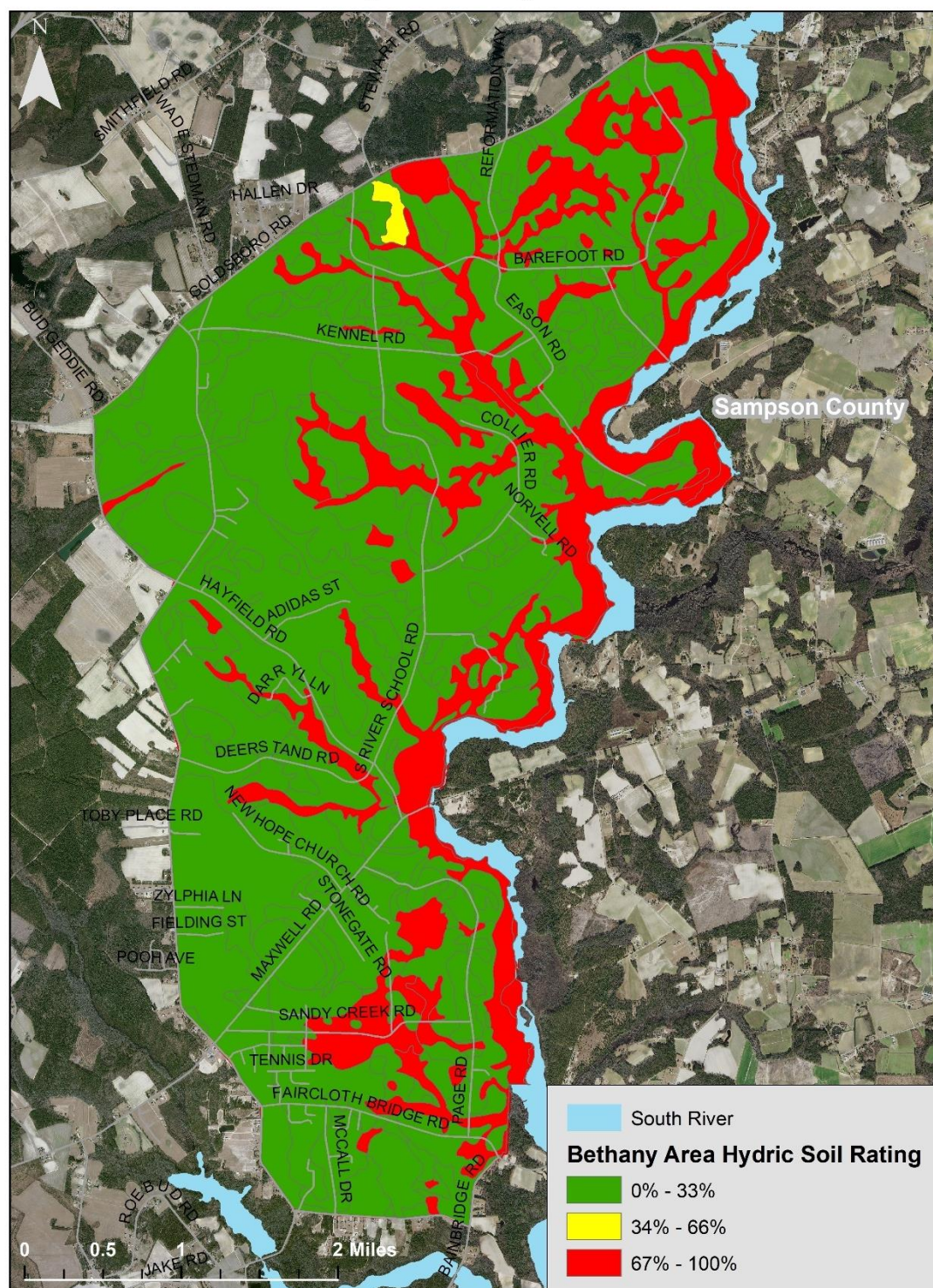


The Bethany area is home to several streams and wetlands as well as the South River, located along the eastern border of the area. When planning for future land use, hydrologic features are highlighted not only as assets to an area, but also as possible hazards.

The Special Flood Hazard Area, shown here, represents the “AE” flood zone, which is described by FEMA as, “Areas subject to inundation by the 1-percent-annual-chance flood event determined by detailed methods. Mandatory flood insurance purchase requirements and floodplain management standards apply” (FEMA 2018). Development in this area is regulated which, in turn, protects the safety of the general public, helps to maintain a stable tax base, and minimizes the need for relief efforts associated with flooding. Approximately 11% of the area covered by 100-year floodplain.

There are several delineated wetlands throughout the study area comprising approximately 11% of the study area. These wetlands protect and improve water quality, provide crucial fish and wildlife habitats, store floodwaters, recharge aquifers, and maintain surface water flow during dry periods. Developing near wetlands, which are strictly regulated by the United States Army Corps of Engineers, is generally prohibited and should be avoided.

Bethany Area Hydric Soils



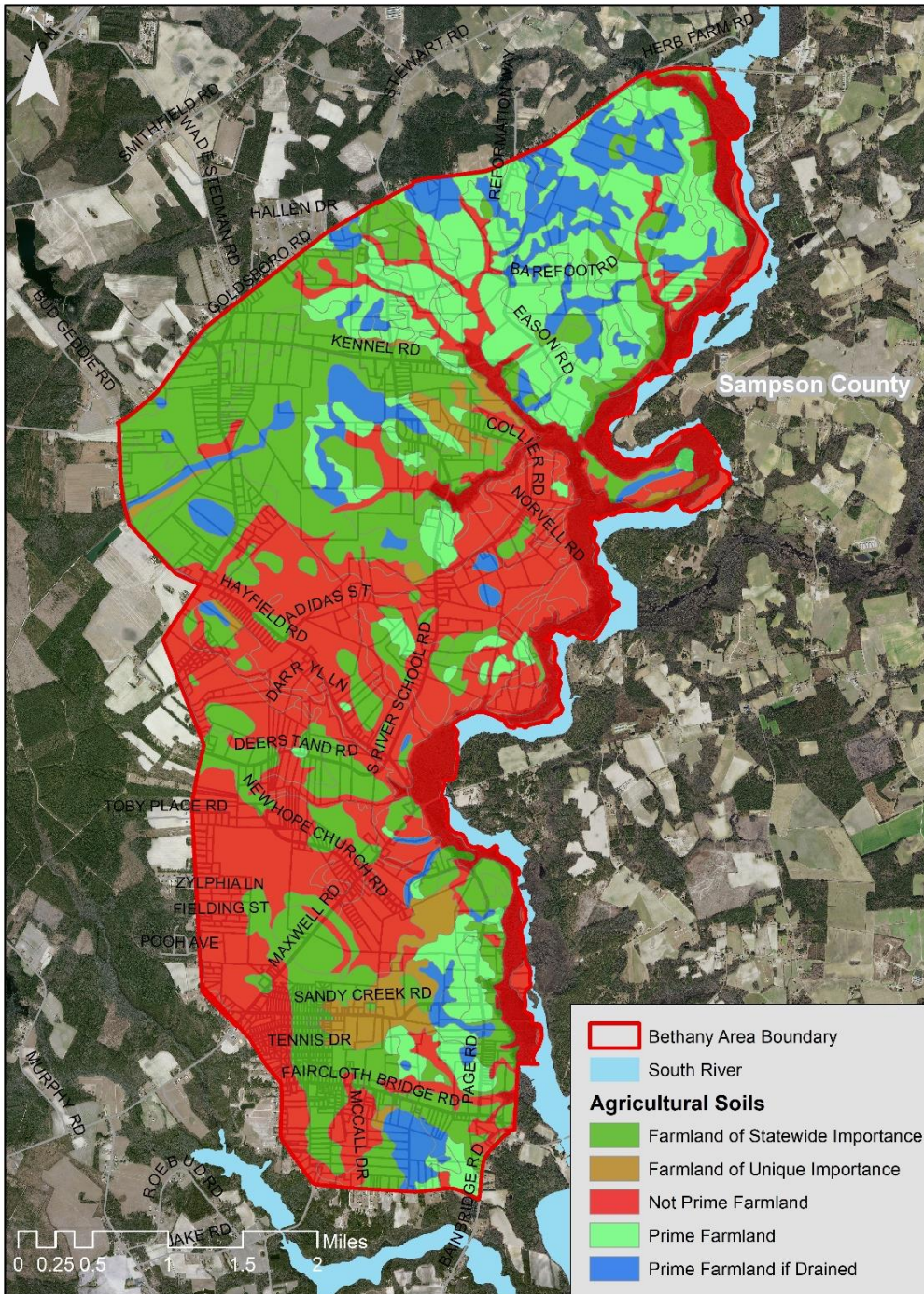
The USDA defines hydric soils as “soils that formed under conditions for saturation, flooding or ponding long enough during the growing season to develop anaerobic conditions in the upper part”. The presence of hydric soils can severely limit the type and intensity of development in a given area.

This map indicates the percentage of soils in defined areas that are hydric. Map units are composed of one or more map unit components or soil types, each of which is rated as hydric soil or not hydric.

In the Bethany area, about 77% of the area is comprised of soils with a low hydric rating. Areas surrounding flood zones and wetlands have soils with a higher hydric soil rating, comprising approximately 22% of the area.

NOTE: It is important to note that restrictive soil features can only be accurately determined by a soil and site evaluation performed by a certified soil scientist.

Bethany Area Prime Farmland



In an effort to identify the extent and location of important farmlands, the Natural Resources Conservation Service, in cooperation with other interested Federal, State, and local government organizations, has inventoried land that can be used for the production of the Nation's food supply. According to the USDA Web Soil Survey, a considerable portion of the Bethany area is either "farmland of state importance" or "not prime farmland". Land considered "farmland of state importance" comprises 30% of the area. Smaller portions of the study area are considered "prime farmland" (17% of area) or "farmland of unique importance" (3% of study area).

Prime Farmland, as defined by the USDA, is land that has the best combination of physical and chemical characteristics for producing food, feed, forage, fiber, and oilseed crops and is available for these uses. Unique farmland is used for production of specific high-value crops.

Generally, farmland of state importance includes areas of soils that nearly meet the requirements for prime farmland and that economically produce high yields of crops when treated and managed according to acceptable farming methods. Loss of this type of land to massive residential or commercial development would mean a reduced capacity for food production for the state.

This survey does not account for possible obstacles that would need to be overcome for crop production (wetness, drought, flooding, etc.). For more information on crops that would be suitable for soil types in the study area, please contact the Cumberland County Center of the North Carolina Cooperative Extension.

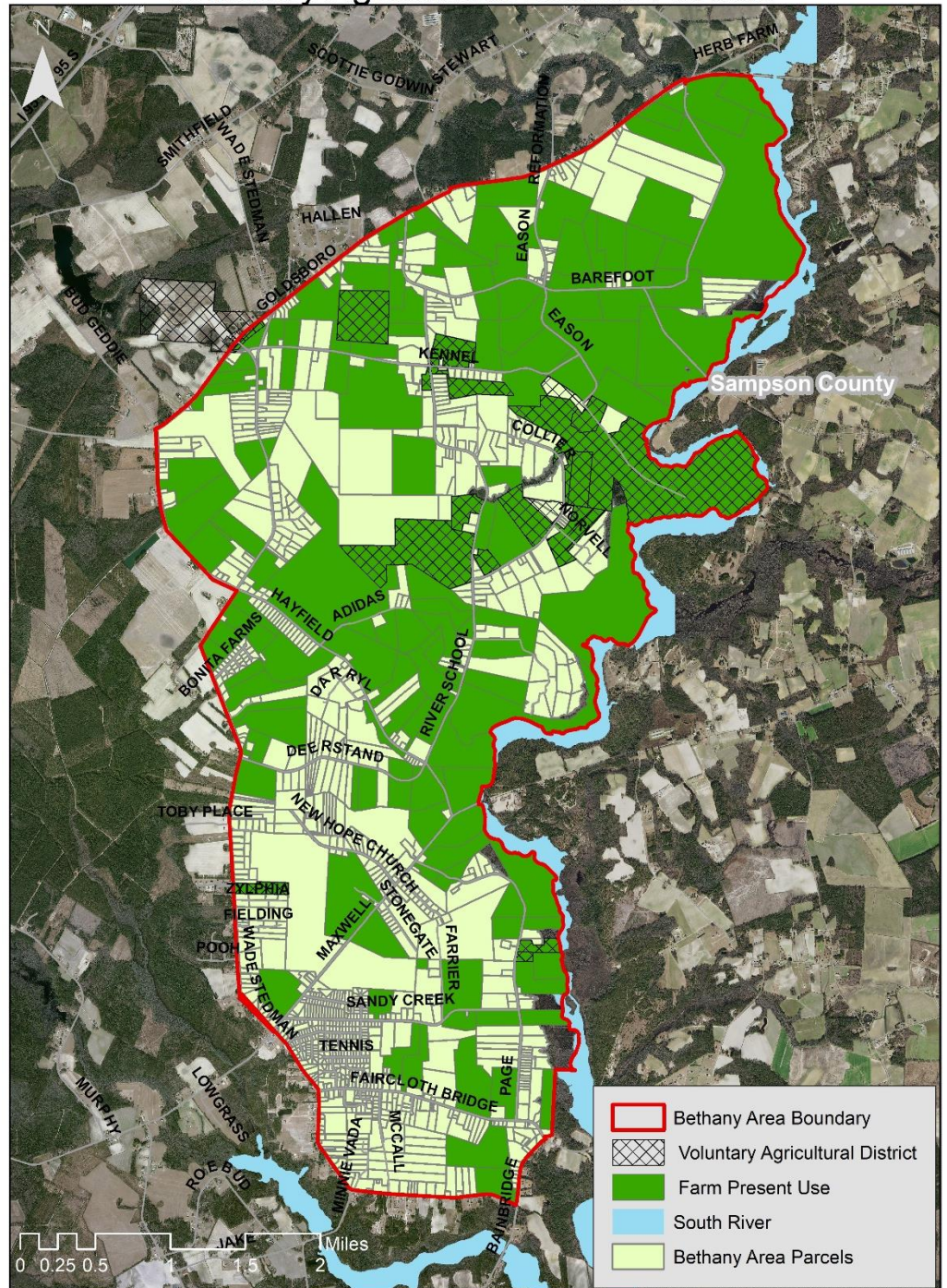
NOTE: Areas categorized as "Not Prime Farmland" are not necessarily areas that cannot be farmed or be productive. The soils of these areas do not meet the specific requirements to designate as prime, but that does not mean these areas cannot be farmed or yield crops.



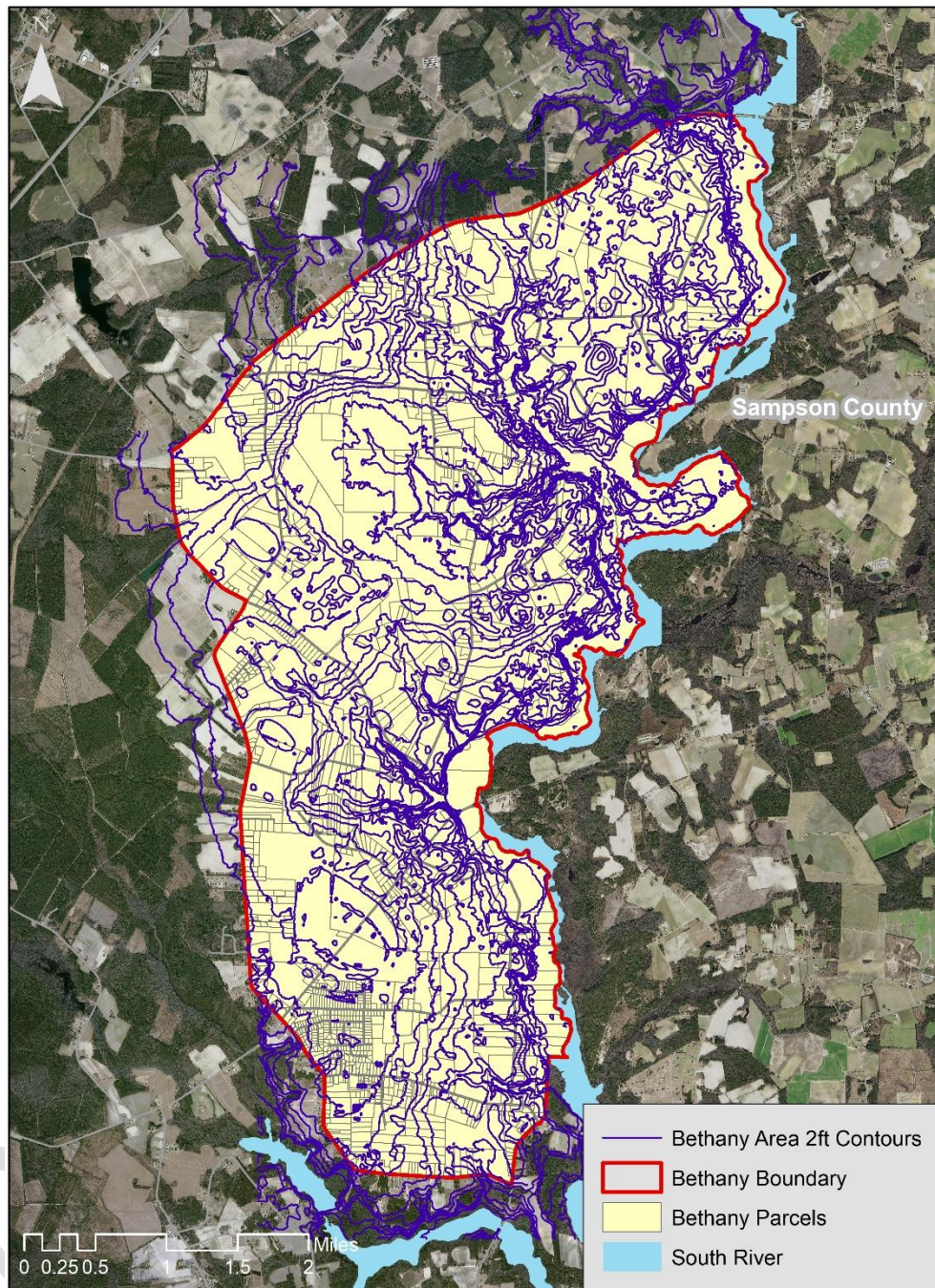
The Present-Use Value Taxation Program was established by the North Carolina General Assembly in 1974 and gives county tax offices the ability to value qualifying properties by present-use value rather than the market value. The present-use value is based on the ability of the land to produce income in its current use as agricultural land, horticultural land, or forestland. Wildlife conservation land was added to the Present-Use Value program in 2010. Currently, the Bethany study area has approximately 6,258 acres of land in the Present-Use Value Taxation program.

The Voluntary Agricultural District Program encourages the preservation and protection of farmland from non-farm development. In Chapter 106, Article 61 of the North Carolina General Statutes, the North Carolina General Assembly authorized counties to undertake a series of programs to encourage the protection and preservation of farmland. Currently, the Bethany study area has approximately 1,100 acres of land in Voluntary Agricultural Districts or VADs. Basic requirements for qualifying can be found in the appendix of this document.

Bethany Area Present Use Tax and Voluntary Agricultural District Parcels



Bethany Area Contours

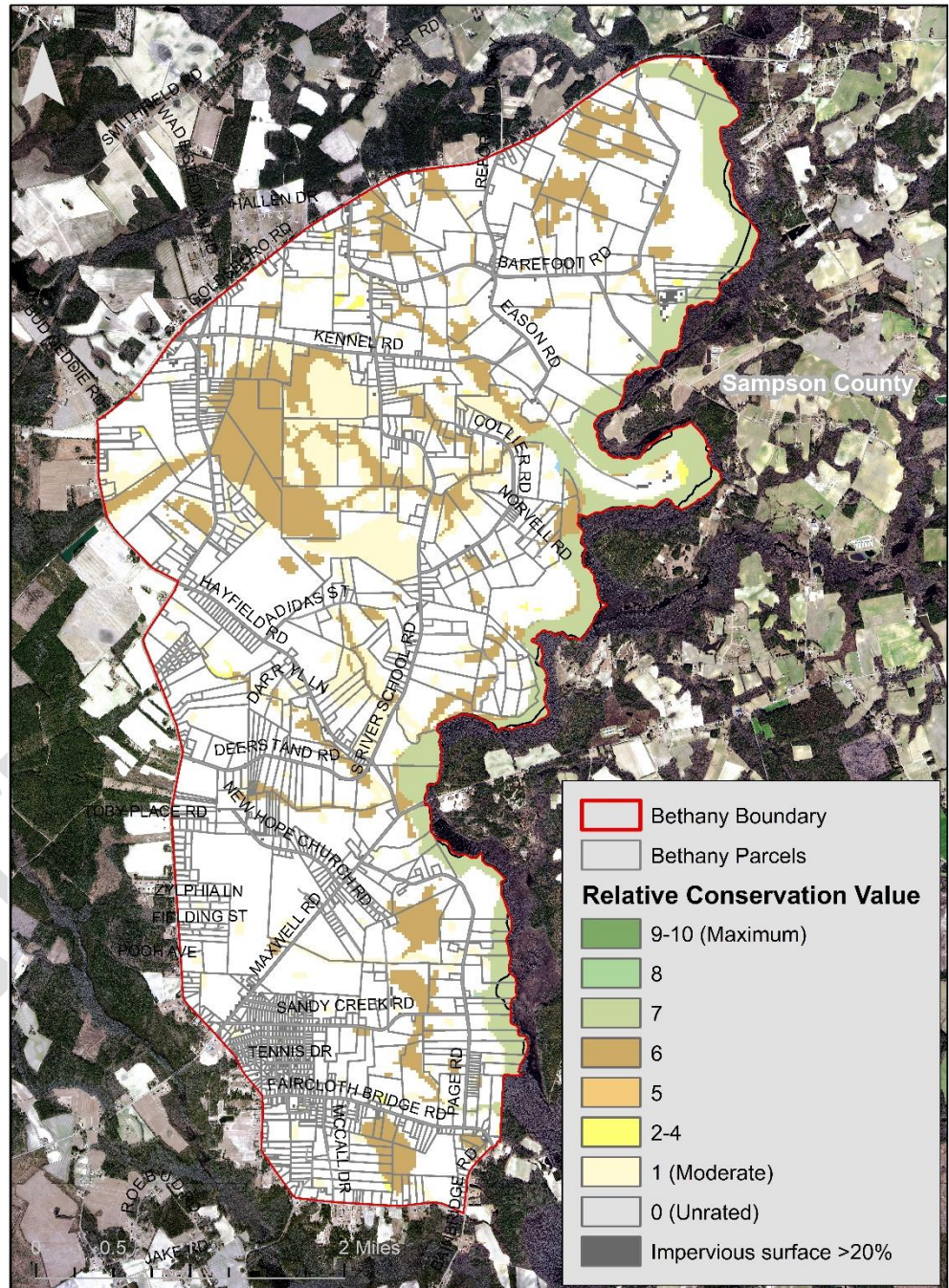


Topographic information is important in the determination of suitability of areas for various types of development. The topography in the study area is generally flat with naturally occurring elevation changes in areas bordered by the South River.

Bethany Area Conservation Value

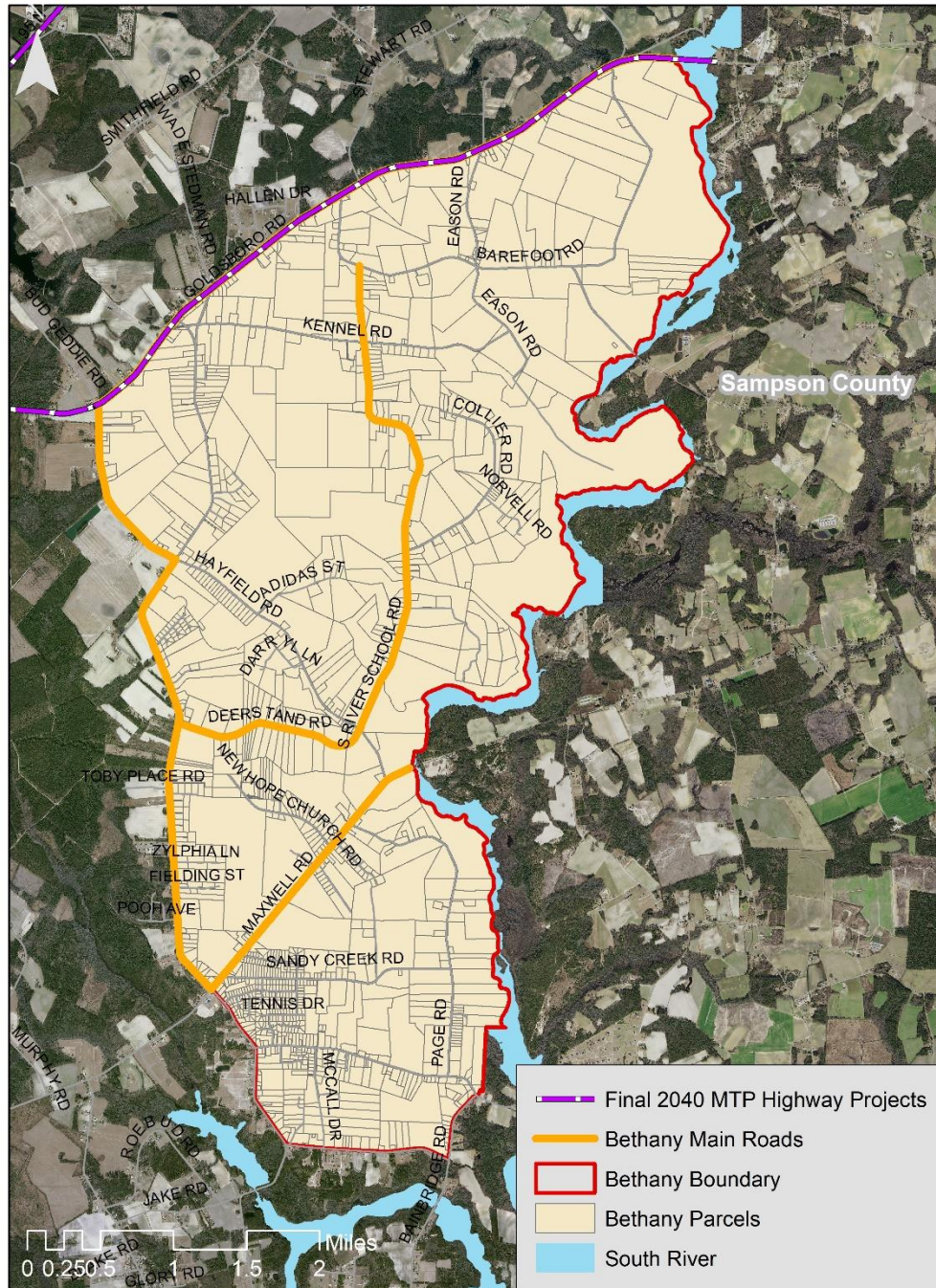
The conservation of land is vital to sustain natural heritage areas, core wildlife habitats, aquatic resources, wetlands, and watersheds. Although many regional land trusts exist that conserve hundreds of acres of land annually, land use planning also plays a significant role in land conservation. A common method used in planning to protect vulnerable environmental areas is designating them as “open space”. These areas typically include land in flood plains, forests, and land already being used for recreation or park space.

This map depicts the “relative conservation value” of land in the study area on a scale from 1-10. The relative conservation values are based on the biodiversity of aquatic and terrestrial species, large scale landscapes, and land important to ecosystem processes. Due to the presence of the South River, the highest conservation values are mainly located on the Cumberland and Sampson County border. Generally, the areas shown with relatively high conservation values will be limited to certain land uses and less likely to support higher density development.



Data downloaded from: North Carolina Natural Heritage Program. 2018. Geographic Information System (GIS) data. NCDNCR, Raleigh, NC. Available at www.ncnhp.org. (Accessed: May 2019).

Bethany Area Transportation



The Bethany area's main roads include **Goldsboro Rd**, **South River School Rd**, **Maxwell Rd**, and **Wade Stedman Rd**. The aforementioned roads are all two-lane roads with the majority of travelers using private vehicles. US 13 (Goldsboro Road) is identified as a thoroughfare needing improvement in the 2045 Metropolitan Transportation Plan. This road is still in project prioritization with no immediate funding scheduled.

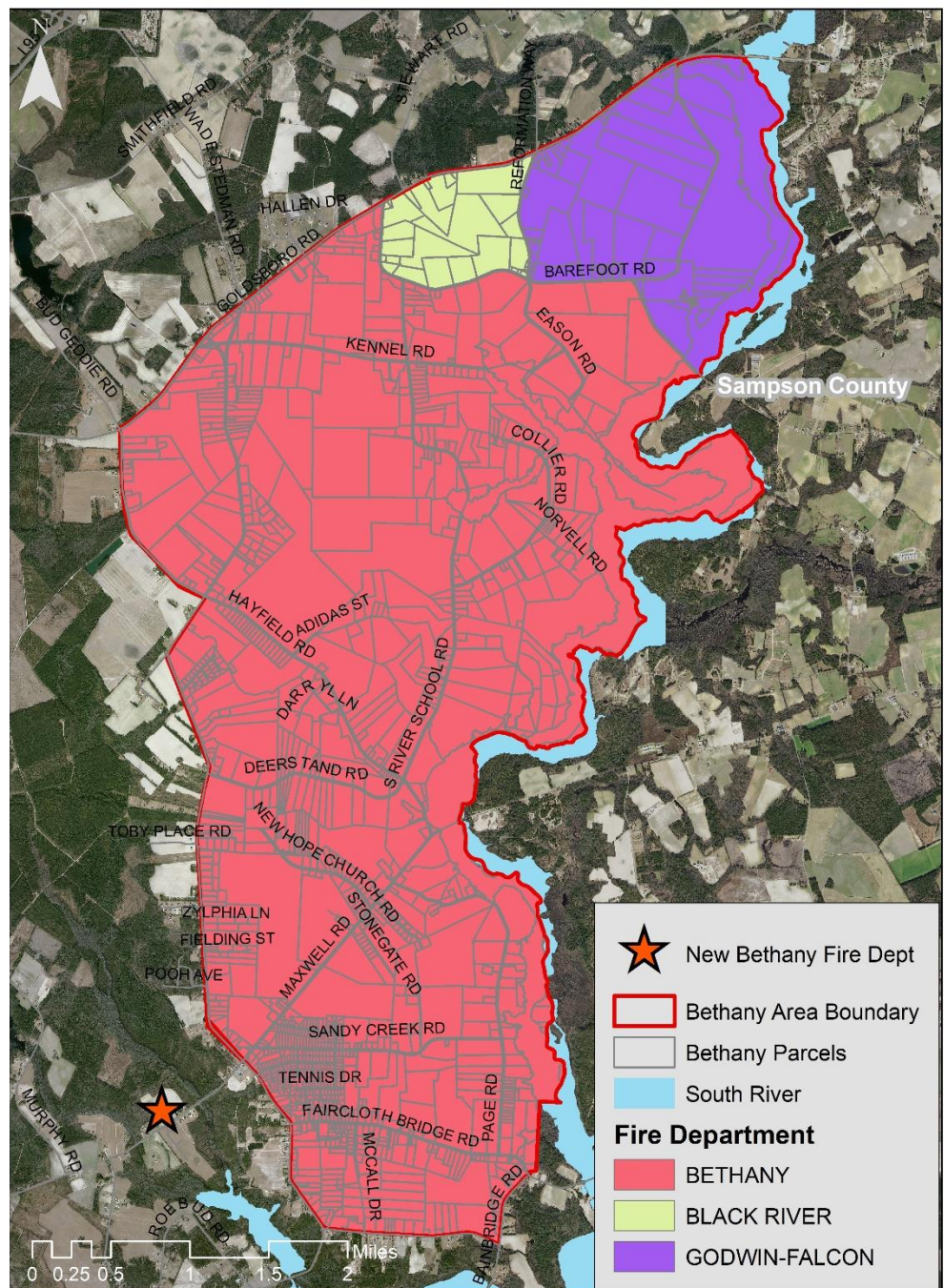
Fire –The majority of the properties in the study area are served by the Bethany Fire Department. A small portion to the north of the area is served by Black River Fire Department, and the northwest corner being served by the Godwin-Falcon Fire department.

Police – The entire area is served by the Cumberland County Sheriff's Office with assistance from other state and federal agencies.

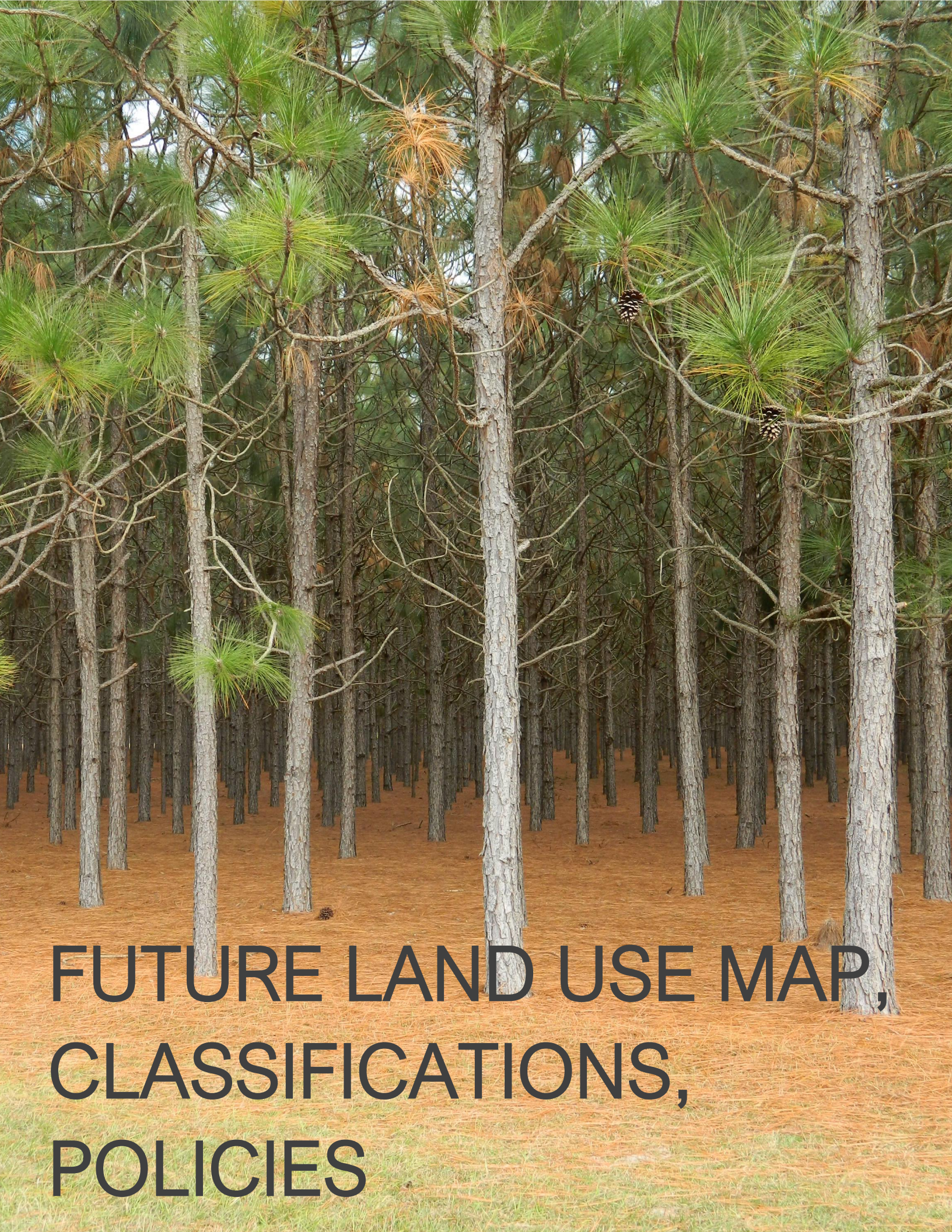
Critical Facilities – There are two hospitals located within 30 minutes of the study area. Cape Fear Valley Medical Center is located in Fayetteville and is the 8th largest health system in the state, serving a six-county region of Southeastern North Carolina. Sampson Regional Medical Center is in Clinton and boasts being “one of only a handful of independent, community-based hospitals remaining in North Carolina.” The location of individual parcels within the study area would determine which hospital is closest in an emergency.

Schools – There are no schools physically located within the study area boundary at this time. Dependent on location of residence, Elementary school-aged children could be assigned to one of the following schools: District 7, Stedman Primary, Stedman Elementary or Eastover-Central. Middle school-aged students would be assigned to Mac Williams Middle School and High School-aged students would be assigned to Cape Fear High School.

Bethany Area Fire Districts

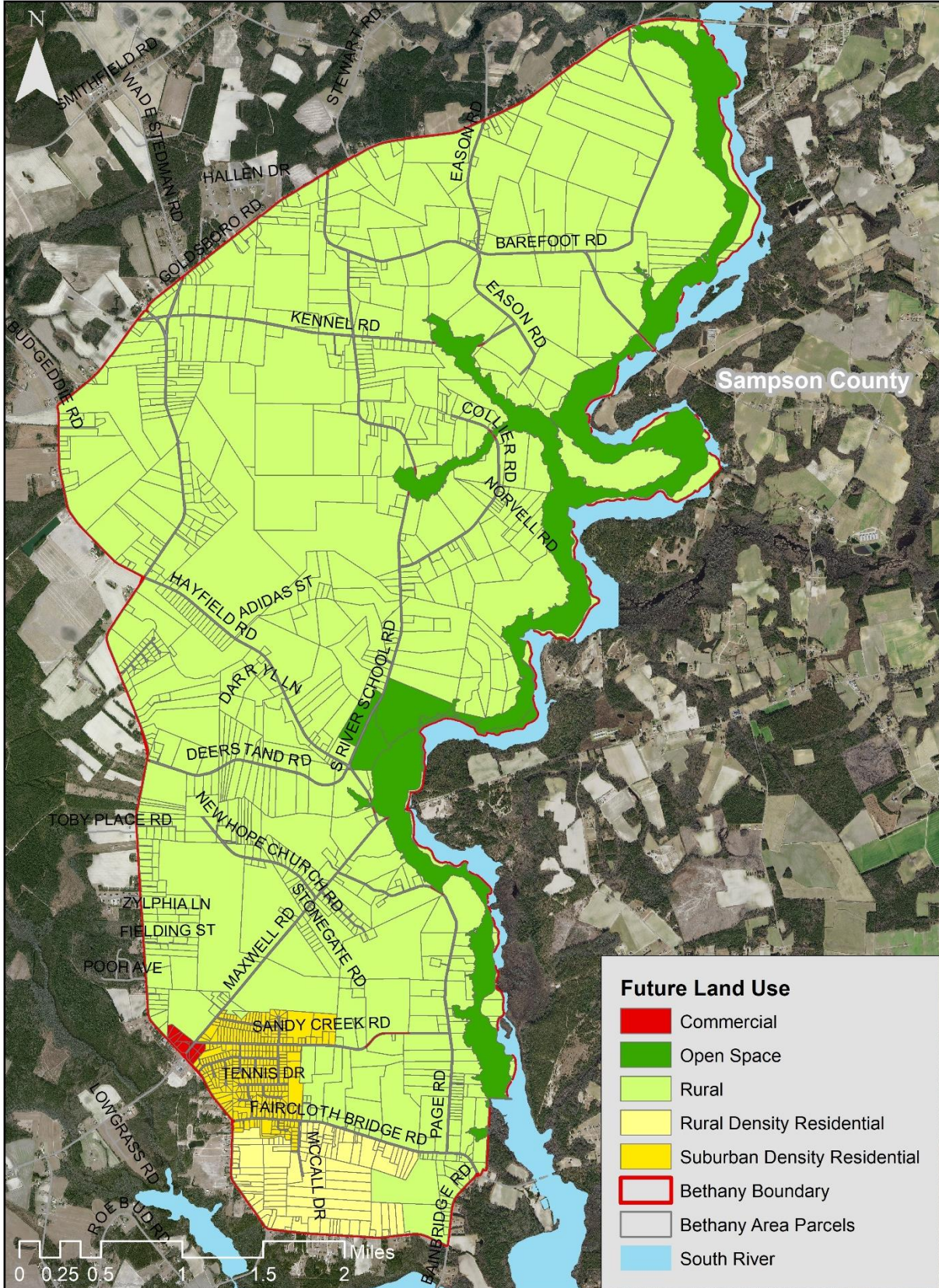


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FUTURE LAND USE MAP, CLASSIFICATIONS, POLICIES

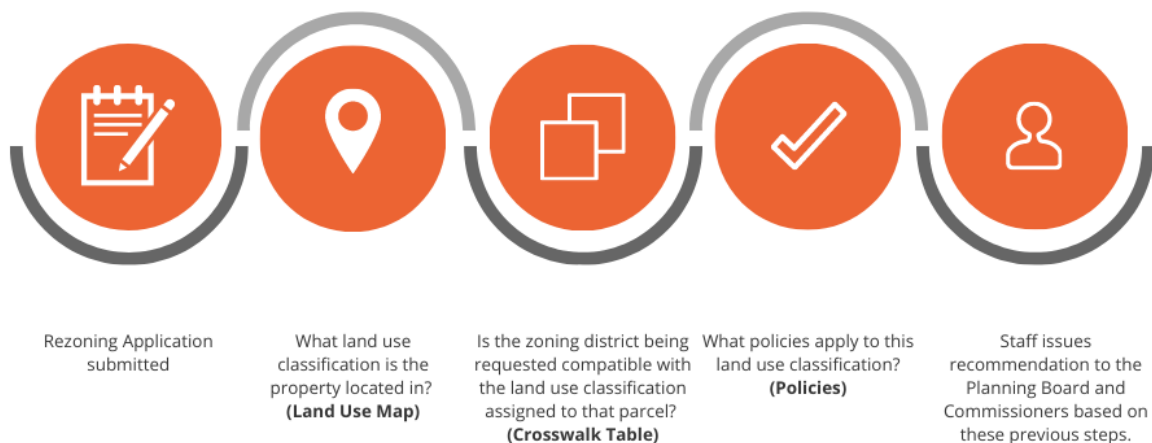
Bethany Future Land Use Map



INTRODUCTION

A useful land use map should reflect a combination of land uses that enhance the area by preserving the existing natural environment, enriching the community atmosphere, and prioritizing the safety of the public. Many factors have gone in to the creation of the future land use map, classifications, and policies including existing conditions, land use planning principles, and the input from the Bethany Area Citizen Work Group. Because this plan has been developed in the absence of any future additions or modifications to infrastructure and without the knowledge of any future natural events, this plan should be re-evaluated and modified when necessary. In an effort to ensure that plans are up to date with the latest data, it is the goal of the Planning Department to update area plans every five to seven years.

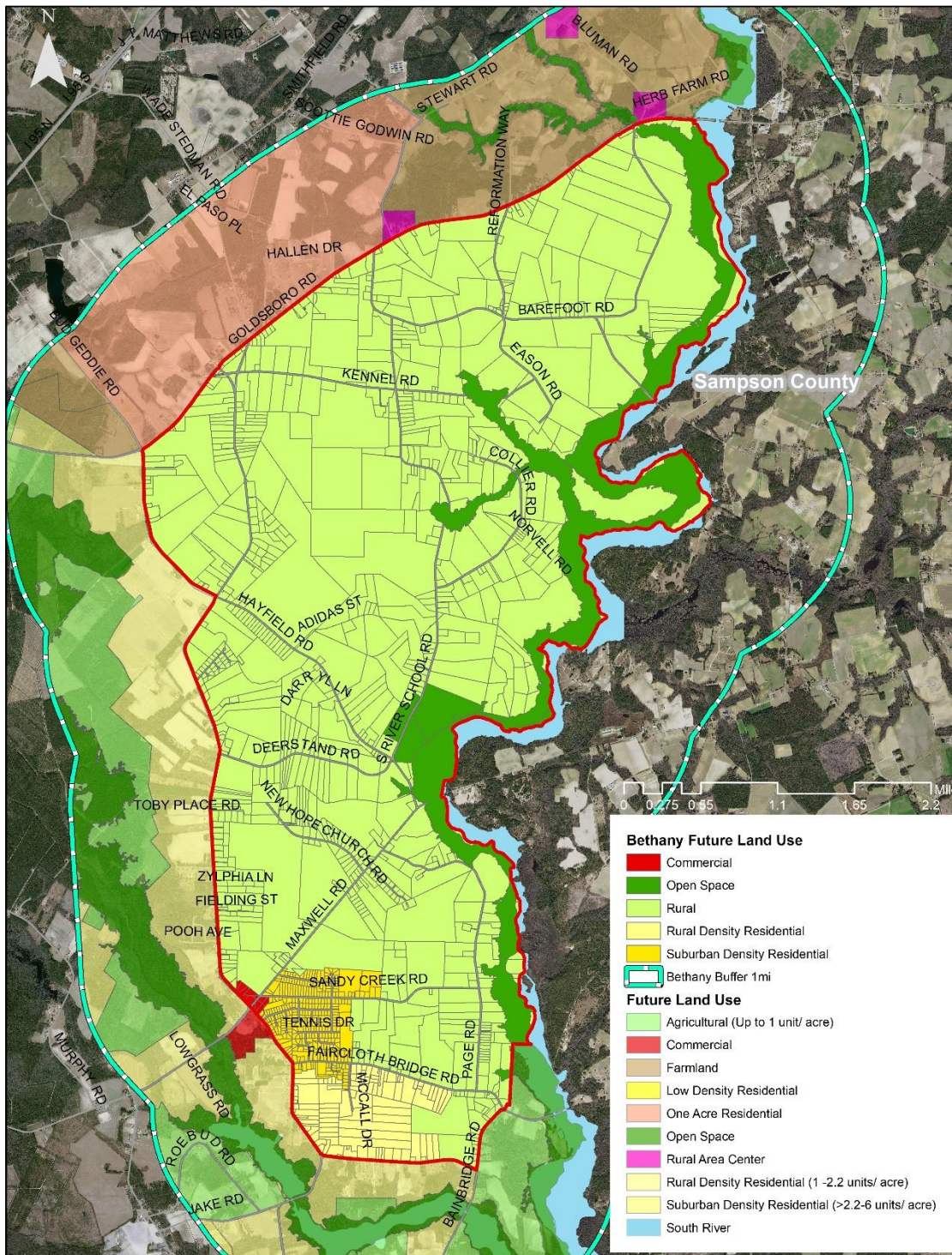
HOW THIS PLAN IS USED



CROSSWALK TABLE

Bethany Area Land Use Map Classifications	CD	A1/A1A	R40/R40A	R30/R30A	R20/R20A	RR	O&I(P)	C1(P)	C2(P)	C(P)
Open Space										
Rural										
Rural Density Residential										
Suburban Density Residential										
Commercial										
			Rezoning is likely appropriate							
			Rezoning may be appropriate, but only when compatible with the surrounding area. Conditional zoning should be required.							

Bethany Future Land Use 1 Mile Buffer



This map illustrates the future land use classifications for the Bethany area as well as adopted future land use classifications within a one mile buffer of the study area. The study area is surrounded by the Stedman Area Land Use Plan to the south, the Eastover Plan to the west, and the Wade Plan to the north. These plans call for mostly rural residential type land use classifications, agricultural land use classifications, open space, and very little commercial type land uses.

The Open Space Classification consists of the 100 Year Floodplain.

RURAL CLASSIFICATION

This area is very rural. Residents have indicated an overwhelming desire for the area to remain rural and to sustain and provide for the growth of farms/farm-related enterprise in the area. This Land Use Plan helps to achieve this by classifying most of the plan area as Rural. The primary zoning districts associated with this classification are agricultural zoning districts A1 and A1A. However, residential zoning districts R40 and R40A may be appropriate in this area only when compatible with the surrounding area and when a Conservation Development or some other form of higher development standard is utilized.

This classification is characterized by traditional agricultural operations, pasture land, forestry, rural lot residential subdivisions, and scattered non-farm residences on large tracts of land. Rural scenic vistas are a natural part of the landscape. There is a relative abundance of large, undeveloped tracts historically not experiencing significant development pressures. This area consists of farmland, farming and other agriculture-related endeavors, as well as scenic and other natural heritage assets that contribute to the unique characteristics of the land.

Characteristics and Development Considerations

CHARACTERISTICS

- Residential Density (generally 1 unit per 2 acres)
- Unlikely to have access to urban services such as sewer
- Undisturbed natural areas w/ conservation value
- Prime agricultural operations
- Access primarily by secondary roads
- Contains natural scenic, historic, or other heritage assets

CONSIDERATIONS

- Rural pastoral nature contributes to the area's quality of life
- Possible presence of Gen X in well water
- Conflict among residential and agricultural uses may be extreme
- Special watershed or other environmental restrictions may exist
- Farmland Protection Area Disclosure is utilized (see Appendix)



RURAL POLICIES

Policy 1

Agricultural zoning districts A1 and A1A are appropriate zoning districts for this classification. Residential zoning districts R-40/ R40A may be appropriate in this area, however, only when compatible with the surrounding area and when a Conservation Development (currently called Density Development- Conditional Zoning District) or some other form of higher development standard is utilized. This will help preserve scenic views and elements of rural character by increasing the amount of undeveloped land and minimizing views of new development from existing roads through use of natural buffers and open space.

Policy 2

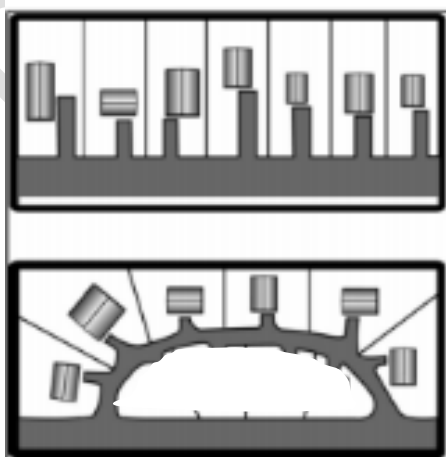
The utilization of zero lot line / variable lot developments is not desirable in this classification unless rural design standards, such as buffers, berms, additional setbacks, etc. are applied. This can be accomplished through the use of conditional zoning.

Policy 3

Encourage creativity in design of residential subdivisions where site specific development plans and the use of building location, natural buffers, and landscaping will be utilized with the goal of lessening adverse impacts and retaining the desired rural character desired in this area.

Policy 4

New driveway connections on existing state roads should be limited and designed in a way to utilize shared access roads (illustration below) on existing public roads. New and existing subdivisions should be designed in a way to provide for internal connections.



Multiple lots with individual access to road



Internal collector- type access road with limited connections to main road

Illustration courtesy of Harnett County UDO;
modified

Policy 5

The availability of public water service should not be considered justification for increasing density beyond 1 unit per acre in subdivisions.

Policy 6

Public utilities introduced in the area should be designed to serve only rural density type development.

Policy 7

Utilize the Conservation Zoning District (CD) to protect and preserve the Special Flood Hazard Area, Significant Natural Heritage Areas, Managed Areas, Dedicated Nature Preserves, endangered species and wildlife habitats, and other environmentally sensitive areas.

Policy 8

When possible, preserve open space, including those areas that contain unique and sensitive features such as natural areas, wildlife habitats, steep slopes, streams, wetlands, and flood plains through conservation subdivisions, conservation easements, use of Conservation (CD) zoning district in sensitive areas during rezoning requests, and the use of conditional zoning in rezoning requests.



RURAL DENSITY RESIDENTIAL CLASSIFICATION

The Rural Residential land use classification represents land used for a mix of agricultural and residential uses while preserving the rural character of the area. The primary zoning districts associated with this classification are A1, A1A, R40, and R40A. However, R30 and R30A may be appropriate, but only when compatible with the surrounding area. Conditional zoning should be required. The CD Conservancy District is also acceptable for this classification.

This classification is designed for residential uses that are supported by individual septic and well systems and maintains the rural character of the area by allowing densities of one unit per 40,000 square feet (0.92 acres). Conservation developments and other planning techniques such as vegetative buffers, berms and significant setbacks from main roads as well as other planning techniques that preserve rural character should be encouraged but not required.

Characteristics and Development Considerations

CHARACTERISTICS

- Residential Density (generally 1 unit per 0.92 acre)
- Unlikely to have access to urban services such as sewer

CONSIDERATIONS

- Possible presence of Gen X in well water

RURAL DENSITY RESIDENTIAL POLICIES

Policy 1

Septic systems should be allowed based on soil type, lot size, and distance from public sewer.

Policy 2

New driveway connections on existing state roads should be limited and designed in a way to utilize shared access roads on existing public roads. New and existing subdivisions should be designed in a way to provide for internal connections.

Policy 3

Properties adjacent to existing farm operations may require conditional zoning in order to mitigate conflicts between residential and agricultural land uses. For example, a buffer and/ or additional setbacks should be recommended.

Policy 4

The utilization of zero lot line / variable lot developments is not desirable in this classification unless rural design standards, such as buffers, berms, additional setbacks, etc. are applied. This can be applied through the use of conditional zoning.

SUBURBAN DENSITY RESIDENTIAL CLASSIFICATION

The Suburban Density Residential land use classification represents areas that may be used for residential purposes of a denser nature than that of the Rural Density Residential classification. The primary zoning districts associated with the Suburban Density Residential in this plan are R30, R30A, R20, R20A and RR. The intent of this classification is to allow for denser, neighborhood type residential developments with no more than one unit per 20,000 square feet. Septic systems may be utilized based on soil type, lot size, and distance from public sewer.

Characteristics and Development Considerations

CHARACTERISTICS

- Suburban Density
(1 unit per 0.69 acre-1 unit per 0.46 acre)
- Neighborhood type developments

CONSIDERATION

- Connectivity and walkability important to neighborhood type developments

SUBURBAN DENSITY POLICIES

Policy 1

Septic systems allowed based on soil type, lot size, and distance from public sewer.

Policy 2

Properties should be encouraged to connect to public water if within 300 ft of existing water line.

Policy 3

Properties should have access to a public or approved private street. New driveway connections on existing state roads should be limited and designed in a way to utilize shared access roads on existing public roads. New and existing subdivisions should be designed in a way to provide for internal connections.



COMMERCIAL CLASSIFICATION

Commercial uses located within the Bethany Plan area should primarily be located in the southern portion of the plan area in the vicinity of the intersection of Wade-Stedman Road and Maxwell road. Associated zoning districts within this classification are C1(P) and O&I(P). C2(P) and C(P) may be considered with conditional zoning.

Characteristics and Development Considerations

CHARACTERISTICS

- Supports needs of surrounding rural community
- Reflects the rural character of the area

CONSIDERATIONS

- May be located near the intersection of two developed streets
- Commercial uses that require sewer would be incompatible unless public sewer is extended to the area

COMMERCIAL POLICIES

Policy 1

Conditional zoning should be utilized when considering the C2(P) or C(P) zoning districts.

Policy 2

Should provide convenient goods and services to the immediate surrounding area

Policy 3

Direct access to a minimum of a collector street is required

Policy 4

Significant buffering should be required when adjacent to residential uses

Policy 5

The design of any new commercial development and/or signage should be encouraged to fit in with the rural nature of the surrounding area





RECOMMENDATIONS

BETHANY AREA RECOMMENDATIONS

The recommendations of a plan are meant to be tangible goals that if accomplished may improve the quality of life of the citizens in the area. These recommendations should be used as a guide when creating future budgeting priorities and policy decisions and should move the area forward in achieving the stated vision of the community. Specific policies for land use classifications can be found starting in the previous section of this plan, labeled Future Land Use Map, Classifications, and Policies.

- Encourage the development of new small farms, farmstead, homesteads, holdings and artisan activities of 1-10 acres or similar sizes to capitalize on the agricultural nature of the area
- Encourage farmers to participate in the Cumberland County Voluntary Agricultural District (VAD) and Present Use Taxation Programs
- Support incentives for retired farmers and absentee landowners to rent their land to active farmers or reforest their land to tree farming
- Promote educational measures that show the importance of farming and the role it plays in the economic, social, and environment of the Study Area and County
- Support agri-tourism and agribusiness operations such as a “Bee Byway”, the creating and selling of farm-based products, and educational farm experiences that are in harmony with the surrounding area

AGRICULTURE



NATURAL ENVIRONMENT



- Support the preservation and protection of the Special Flood Hazard Area, farmland, Significant Natural Heritage Areas, Managed Areas, Dedicated Nature Preserves, historic features, and scenic sites
- Support efforts to enhance minimum stream buffers widths, floodplain development limitations, and tree preservation/restoration in open space/recreation areas
- Adopt County rural design standards
- Explore the creation of a Compatibility Design section of the Cumberland County Zoning Ordinance that specifies context-sensitive development options in the Agricultural and Rural Residential areas in the Future Land Use Plan

COMMUNITY

- Support the efforts of the Bethany Historical Society
- Support the establishment of a local Farmers' Market and local roadside produce stands
- Establish a centralized location for community events and where local food trucks can serve the community
- Improve existing facilities for recreational ball fields and research grant funding for those improvements
- Promote measures to rehabilitate vacant or abandoned homes
- Establish walking/ biking trail in the area
- Explore the creation of a community clean- up program to address roadside trash



PLAN IMPLEMENTATION

Ideally, after adoption of a Land Use Plan by a Governing Board, the plan is not placed on a shelf and archived, but regularly consulted and referred to in making formal and informal decisions. Considerable thought went into this plan from the Bethany Area Citizen Work Group, elected and appointed officials, and Cumberland County planning staff. Implementation means taking advantage of the analysis that was performed and the strategic thinking of those who combined data with the community's desires and values. Of course, no plan is perfect, and every plan should be supplemented and updated with new information when available and adjusted to suit changing circumstances. Overall, consistent efforts utilizing the future land use map, land use classifications, and policies as well as accomplishing the recommendations in this plan should help to achieve the vision for the future of the area.



DRAFT 7/2/21

APPENDIX

Updated General Statutes

N.C. General Statutes Regarding Land Use Plans

§ 160D-501.

Requirements for Zoning – *As a condition of adopting and applying zoning regulations under this Chapter, a local government shall adopt and reasonably maintain a comprehensive plan or land-use plan.*

Plans – *A comprehensive plan sets forth goals, policies, and programs intended to guide the present and future physical, social, and economic development of the jurisdiction. A land-use plan uses text and maps to designate the future use or reuse of land. A comprehensive or land-use plan is intended to guide coordinated, efficient, and orderly development within the planning and development regulation jurisdiction based on an analysis of present and future needs. Planning analysis may address inventories of existing conditions and assess future trends regarding demographics and economic, environmental, and cultural factors. The planning process shall include opportunities for citizen engagement in plan preparation and adoption. A local government may prepare and adopt other plans as deemed appropriate. This may include, but is not limited to, small area plans, neighborhood plans, hazard mitigation plans, transportation plans, housing plans, and recreation and open space plans.*

Adoption and Effect of Plans – *Plans shall be adopted by the governing board with the advice and consultation of the planning board. Adoption and amendment of a comprehensive or land-use plan is a legislative decision and shall follow the process mandated for zoning text amendments set by G.S. 160D-601. Plans adopted under this Chapter may be undertaken and adopted as part of or in conjunction with plans required under other statutes, including, but not limited to, the plans required by G.S. 113A-110. Plans adopted under this Chapter shall be advisory in nature without independent regulatory effect. Plans adopted under this Chapter do not expand, diminish, or alter the scope of authority for development regulations adopted under this Chapter. Plans adopted under this Chapter shall be considered by the planning board and governing board when considering proposed amendments to zoning regulations as required by G.S. 160D-604 and G.S. 160D-605. If a plan is deemed amended by G.S. 160D-605 by virtue of adoption of a zoning amendment that is inconsistent with the plan, that amendment shall be noted in the plan. However, if the plan is one that requires review and approval subject to G.S. 113A-110, the plan amendment shall not be effective until that review and approval is completed. (2019-111, s. 2.4; 2020-3, s. 4.33(a); 2020-25, ss. 11, 51(a), (b), (d).)*

Copy of Postcard notifications (top pictured is first notification; bottom pictured is second notification)

Help Plan the Future of the Bethany Area!

The Cumberland County Planning staff will be working with your community to create a detailed land use plan for the area. This land use plan will NOT change the current zoning or use of your property. The purpose of this informational meeting is to give an overview of the planning process and to form a Citizens Committee. Please try to attend the meeting listed below:



Tuesday, January 28th, 2020
East Regional Branch Library
4809 Clinton Road, Fayetteville, NC 28312
Time: 6:30 PM

Your attendance is vital! Our mailing list for the study area is based on property owners listed on the Cumberland County tax records. Please share this information with those who may be renting in your community. If you have any questions, please contact the Cumberland County Comprehensive Planning staff at 910-678-7629 or 910-678-7611.

Let your voice be heard! Please complete a brief online survey at the following web address: <https://www.surveymonkey.com/r/3Y66HVK>



Scan this code with your smartphone to access the Cumberland County Comprehensive Planning website. Or visit

The Cumberland County Planning Department now has a **DRAFT** Bethany Area Land Use Plan available for your review on the Planning & Inspections website. Please review and submit your comments to us using the comment box or at the following:

Trey Smith
910-678-7629
rsmith@co.cumberland.nc.us

Jennifer Oppenlander
910-678-7611
joppenlander@co.cumberland.nc.us

If unable to view online, copies of the draft plan may be picked up at the Bethany Fire Department located at 2140 Wade Stedman Road between 9:00 a.m. and 6:00 p.m.

Questionnaire and Results for Bethany Area (given out at beginning of planning process.)

1. Do you own or rent property in the Bethany area?

Own: 77 Rent: 1 Both: 1

2. How long have you lived in the Bethany area?

Less than 1 year: 5 6-10 years: 4

1-5 years: 11 Over 10 years: 53

Don't live in the area: 6

3. Where do you get news about the Bethany area?

Municipal website: 4 social media: 41

Email: 11 other: 9

Newspaper: 23

4. Overall, how would you rate the quality of life in the Bethany area?

Excellent: 39 Average: 7

Good: 31 Poor: 1

5. Are you satisfied with the services offered in the Bethany area?

Yes: 61 No: 16

6. Which term best describes the rate of growth in the Bethany area?

Too quickly: 61 Too slowly: 4 Just right: 13

7. What type of development do you want to see in the Bethany area?

Small- scale commercial: 12

Rural type residential: 49

Suburban style residential: 4

Other: 6

8. In your opinion, what size residential lots are suitable in the plan area?

2 acres: 47

$\frac{3}{4}$ acre: 3

Other: 7

1 acre: 12

$\frac{1}{2}$ acre: 5

9. How would you like to see the Bethany area develop over the next 10 to 20 years?

- Slowly
- Fast
- rural residential
- farm use
- small town feel
- very slowly
- the more growth the better
- somewhat
- just a little
- remain rural and not over developed
- slow and steady planned growth
- slow residential
- large lot subdivisions
- small commercial
- less residential/ more agricultural
- no neighborhoods
- no zero lot lines
- no housing developments
- no double wide communities
- stay the same mixed development
- no storage units
- very slowly
- large green areas
- wildlife refuges
- Commercial kept to a minimum
- Restaurants
- Small businesses
- Expand both high- end residential and small to mid- size businesses
- Preserve and protect agriculture

Cumberland County Zoning Districts associated with Bethany Future Land Use Classifications

SECTION 302. CONSERVANCY DISTRICT.

CD Conservancy District. This district is designed to preserve and protect identifiable natural resources from urban encroachment. The general intent of the district is to provide open area uses for such resource areas that will continue to provide limited development potential while preserving existing conditions to the extent feasible. Areas to be zoned in this district shall be identifiable as swamp, marsh, flood land, poor or very severe soils areas or managed and unmanaged woodland on USGS (Geological Survey) maps, soil maps prepared by the USDA (Department of Agriculture) Soil Conservation Service or other appropriate sources and on file in the County Planning and Inspections Department.

SECTION 303. AGRICULTURAL DISTRICTS.

A. A1 Agricultural District. This district is 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.

B. A1A Agricultural District. This district is primarily designed to allow for residential use of single-family residential dwellings and/or Class A manufactured homes on lots with an area of one acre or greater and is to be located within predominantly agricultural areas. The district is not intended to encourage large scale developments and shall not be considered for tracts of land greater than ten acres.

SECTION 304. RESIDENTIAL DISTRICTS.

Residential districts are composed of certain existing residential areas of the County and certain areas where similar residential development should be encouraged to occur. The regulations for these districts are designed to stabilize and protect the essential characteristics of each district by promoting and encouraging a suitable environment for family life and prohibiting certain incompatible activities

of a commercial or industrial nature. To these ends, development is limited to dwellings that provide homes for the residents plus certain additional such uses as schools, parks, recreation facilities and certain other public facilities. This system of classification optimizes orderly development by providing a variety of living environments based on different levels of permitted population density, facilitating the adequate provision of transportation and other public services.

(Amd. 04-18-11)

A. R40 Residential District. A district designed primarily for single-family dwelling units with a lot area of 40,000 square feet or above.

B. R40A Residential District. A district designed 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 above.

C. R30 Residential District. A district designed primarily for single-family dwelling units with a lot area of 30,000 square feet or above.

D. R30A Residential District. A district designed primarily for single-family dwelling units and Class A manufactured homes with a lot area of 30,000 square feet or above.

E. R20 Residential District. A district designed primarily for single-family units with a lot area of 20,000 square feet or above.

(Amd. 2-21-06)

F. R20A Residential District. A district designed primarily for single-family units and Class A manufactured homes with a lot area of 20,000 square feet or above.

(Amd. 2-21-06)

G. RR Rural Residential District. A district 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.

(Amd. 01-19-10, Amd. 04-18-11)

SECTION 305. PLANNED PROFESSIONAL DISTRICT.

O&I(P) Planned Office and Institutional District. This district is designed primarily for agencies and offices rendering services in the professions, finance, real estate and brokerage, as well as both public and private institutional functions, public assembly, religious and certain cultural and recreational activities and group housing. The uses in this district classification may be characterized generally as having no retail or wholesale trade, except as incidental uses. The district is often situated between business and residential areas and may also consist of a mix of limited business and residential uses. The regulations are designed for maintaining more compatibility with nearby residential districts than a commercial district would provide. To promote the essential design features with the O&I(P) district, plan approval is a requirement.

(Amd. 04-18-11)

SECTION 306. PLANNED COMMERCIAL DISTRICTS.

A. C1(P) Planned Local Business District. This district is designed to cater to the ordinary shopping needs of the immediate neighborhood with emphasis on convenience goods. This district is customarily located adjacent to an arterial street and generally surrounded by residential areas. To promote the essential design features with the C1(P) district, plan approval is a requirement.

B. C2(P) Planned Service and Retail District. This district is designed to allow for the non-residential 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.

(Amd. 02-19-08)

C. C(P) Planned Commercial District. This district is designed to assure the grouping of buildings on a parcel of land so as to constitute a harmonious, efficient and convenient retail shopping area. Site plans assure traffic safety and the harmonious and beneficial relations between the commercial area and contiguous land. To promote the essential design features with the C(P) district, plan approval is a requirement.

(Amd. 02-19-08)

Voluntary Agricultural District Requirements

To qualify a farm must be:

- Participating in farm land-use taxation
- Be certified as a farm by National Resources Conservation District or
- Managed according to Soil and Water Conservation District erosion practices or
- Subject of conservation agreement
- Comprised of at least 5 acres of horticultural land or 20 acres of forest land.

Final qualification will be determined by the Cumberland County Farm Advisory Board following submission of application by the farm/landowner

Farmland Protection Area Disclosure (referenced in Rural Area Classification Considerations)

Sec.2504 B, Cumberland County Subdivision Ordinance (Amendments through March 20, 2012)

B. Farmland Protection Area disclosure.

All final plats for subdivision or other development located within a designated Rural Area, as defined in the Land Use Plan in effect at the time of recordation, and depicted on the Land Use Plan map, or subsequent comparable officially adopted plan and map, shall contain a disclosure notice that states:

August 18, 2008 60 Cumberland County Subdivision & Development Ordinance (Amendments Through March 20, 2012) —This property or neighboring property may be subject to inconvenience, discomfort and the possibility of injury to property and health, arising from normal and accepted farming and agricultural practices and operations, including but not limited to noise, odors, dust, the operation of any kind of machinery, the storage and disposal of manure, and the application of fertilizers, soil amendments, herbicides, and pesticides.||

Public Comment

Planning Staff received public input through a public meeting, virtual work group meetings, e-mails, phone calls, and through electronic submissions through the Comprehensive Planning website. Provided below are the items submitted through e-mail or through the website.

Vision Statement

I am in favor of keeping the zoning in this area A-1. This is still a agricultural and woodland area, and the people that are originally from this area want to keep it that way. You can see the evidence in how many people from this area as shown up to stop any zoning changes. One last thing, R Zoning does not and never will exist with A zoning without having a lot of conflict with the different lifestyles that the people live from these two areas.

Vision - The Bethany area is developing in keeping with its rich history and heritage. The large open green agricultural spaces continue to produce all kinds of farming products and produce. It has especially increased its local, organic and whole foods production and has become known as a bedrock for the healthy-eating community, much like the areas around Ashville or the Pacific Northwest. Small farmers and landholders of 5 -40 acres have flourished and produce a large amount of food that is sold locally and shipped throughout the state and country. Farm land is protected. Camping, biking, hiking and outdoor activities and businesses flourish in the community and historical and heritage sites have been developed that are entertaining and educational, and that preserve the rich history of the local area and the state. Conservation areas are developed, maintaining the wildlife habitats and offering educational and recreational opportunities. Public records and databases are preserved and open so that all people can trace their ancestry to the area. Old cemeteries and other historical sites are discovered, documented, and preserved. Artisans and small crafts businesses have found a welcoming home and the area is marketed throughout the local, state and east coast area much like the pottery trail or the antique trail. The community has support for its medical needs and business opportunities for medical, dental, and vision businesses is strong. Property values are increasing, and civic pride is enhanced by the beauty and smart development in the area. Zoning is preserved to limit sprawl and the open, green and agricultural nature of the area is preserved.

Protect agricultural/rural character. a) Support and encourage through regular zoning efforts and innovative practices (e.g. solar/designated protected areas) all working agriculture and agriculture-related efforts. When possible, deter large concrete/paved/concentrated/multilevel housing and commercial business areas that will disturb the tranquil landscape. Discourage Zero Lot Lining in zoning decisions. Avoid undesirable land use patterns and densities. Incorporate respect for agricultural operations in zoning decisions that will reduce conflicts between farmers and potential new residents. a) Provide for open greenspaces and recreational spaces that reflect a rural area. This may include trails, meadows and fields, community gardens and small-scale farming operations. Make all conservation a priority. Ensure water quality for all residents. Support agri-tourism that is harmonious with and does not adversely affect surrounding areas. (Farmer's markets, Corn mazes, sunflowers/photography venues, beekeeping, as examples) Facilitate protection of wildlife (deer, birds, coyotes, wolves, bears) in Bethany and protect all forested areas to discourage further displacement of their wildlife habitats. Maintain and improve the efficiency of public services. Agricultural areas are perfect for bees. Not only is there space and people with an inclination to keep them, they do well in areas where many popular residential pesticides are not used. There is a Cumberland County's Beekeepers Association, whose mission is to promote beekeeping as a hobby or livelihood, and stimulate the interest

of the general public on the advantages and benefits of beekeeping. The North Carolina Cooperative Extension, Cumberland County office offers a 6 week Beginning Beekeeping course. Let's face it: No bees? No food. Honeybees transfer pollen from one flower to another for more than 100 crops, providing invaluable support to North Carolina's \$87 billion agriculture industry. Many crops require insects to move pollen from one flower to another. Pollination ensures fruit set, proper development, more fruit, and viable seed. Honey bees are the most important insect pollinator for crops grown in North Carolina. Vegetable and fruit crops that require honey bees include cucumbers, blueberries, watermelons, apples, squash, strawberries, melons, and peaches. Forage crops that benefit from honey bee pollination include alfalfa, cotton, peanuts, and soybeans. The Bethany area has many beekeepers. Colonies, unfortunately, have been declining so every single year beekeepers struggle to grow populations. The chief reasons for loss of bees are the overuse of pesticides by uneducated homeowners, habitat loss due to developments, and climate changes. Bethany recognizes her beekeepers and their value to Cumberland County.

Bethany Vision Statement Protect agricultural/rural character. a) Support and encourage through regular zoning efforts and innovative practices (e.g. solar/designated protected areas) all working agriculture and agriculture-related efforts. When possible, deter large concrete/paved/concentrated/multilevel housing and commercial business areas that will disturb the tranquil landscape. Discourage Zero Lot Lining in zoning decisions. Avoid undesirable land use patterns and densities. Incorporate respect for agricultural operations in zoning decisions that will reduce conflicts between farmers and potential new residents. a) Provide for open greenspaces and recreational spaces that reflect a rural area. This may include trails, meadows and fields, community gardens and small-scale farming operations. Make all conservation a priority. Ensure water quality for all residents. Support agri-tourism that is harmonious with and does not adversely affect surrounding areas. (Farmer's markets, Corn mazes, sunflowers/photography venues, beekeeping, as examples) Facilitate protection of wildlife (deer, birds, coyotes, wolves, bears) in Bethany and protect all forested areas to discourage further displacement of their wildlife habitats. Maintain and improve the efficiency of public services.

SWOT Analysis

The major threat for this area is that the zoning for Cumberland County always recommends R 40 for everything out in this area without doing a complete investigation of the area. The last two zoning meetings for this area the county zoning employees recommended R 40 1 beside a turkey farm and the other beside a cattle farm. Now everyone knows that is not even close to a right recommendation it should have been to keep it A-1. Even though we won those two cases it is happening as we speak, trying to change the zoning beside a cattle farm and Cumberland county's recommendation is again R40. That is a problem that needs to be fixed ASAP. The county employees should do their job and research before they give a recommendation. If not find employees that will.

Strengths Very concerned citizens Rural, green, open, flat Rich history, heritage Mature population Desirable area for families to move to. Weaknesses Little commercial development to support community; have to travel to town Aging population Few municipal facilities and little support High water tables; poor drainage, no municipal sewer No plan; civic leaders arbitrary in decision making Not large enough population to influence decision makers. Opportunities Cultural and heritage businesses and sites for educational and recreational purposes Nature trails, parks, camping spaces - animal preserves - green areas - recreational areas that require space. Small business, medical offices, artisan businesses Increased land and property tax values thru smart growth Agri-tourism, conservationist growth Local, organic and whole foods growth Threats Arbitrary decision making by civic leaders; zoning threats and exceptions approved; little resident political influence or accountability for leadership decisions. Pollution damage to underground water (Dupont); high impact on irrigation and farm well water. Restrictive regulations that increase farming costs; no support for farming (processing facilities; wholesale facilities) Urban sprawl, arbitrary subdivisions, lack of traffic enforcement on narrow roads that also support farming

S-Strong sense of community. Quiet, rural area. Very low crime rate. Community park/rec area. W-No approved land use plan. Developers act like Bethany is part of the wild west where they can do as they please with no land use plan. No post office. O-Chance to take charge of the future of our community development to preserve our way of life. T-Continued development will be damaging to our septic systems,, our well systems, destroy our woodlands and the wild life living there, the numerous bee hives that pollinate our crops thereby negatively impacting the crop production of the entire area. A dominoe affect that when one begins to fail it creates a chain reaction whereby they all fail.

Strengths Close-knit agricultural community with strong sense of identity, low crime rate, quiet, rural area, rich with existing wildlife Weaknesses Communication in rural area/farmer (large and small) input, lack of local post office, perhaps a small, family restaurant (not a chain) Opportunities Agri-tourism, parks and trailways, community center Threats High density growth, Drainage/storm/well water issues, crime, overcrowding of schools, destroying existing roadways by too much traffic

Draft Land Use Plan Comments

My wife and I moved into the Stedman/Bethany area a few years ago. We really like the country atmosphere to live in but often find ourselves traveling to Fayetteville for many things such as home improvement items, shopping, restaurants, etc. although some of that can be found here as well. One thing I would really like to see in our community is a walking/bike trail. Occasionally I will see people walking or riding bikes along Maxwell which is a bit dangerous in my opinion. The Cape Fear River Trail is a wonderful example of what a walking/biking trail could look like, but I know we probably don't have the funds for something that nice. What I can envision though is something like what was done across the street from the existing fire department but on a much bigger scale! Before I moved here, I would go jogging on occasion, but when I tried that here, there was not really a good place to go and when I tried to do it on rural streets, I would get met by dog(s) on occasion as if I did not belong on that street.

So could you please add a walking/biking trail to the list of community improvements?

One other item I will mention that probably does not belong with what I just said is that we have noticed a lot of trash lately on Maxwell road. I have even stopped and picked some up but there is a lot of it! Here we are trying to make our community nice and people are dumping in our streets, very unsightly! Any thoughts on that?

My wife did mention that a round-a-bout would be safer at the Wade-Stedman/Maxwell intersection and she has heard some talk about that.

Well, I don't want to sound like a complainer and this probably is not the place so let me end with just saying "Thank You" for what you are trying to do to improve our community and please let me know if you would like to discuss any of this further (I do have some ideas for a bike trail).

Note: In Stedman Plan on page 3, the citizen's committee names are listed. Why have you elected to not do that here?

1. Page 5 – Bethany Area Vision. Instead of reference to “good life, “ in last line which may connote moral or socio-economic ideals, the usage of “a productive lifestyle which co-exists in respectful acknowledgement of a rural lifestyle, the land and other natural resources, agriculture and wildlife, which abound in Bethany.”
2. Page 8, add to bullet one as first item listed, “Provide for preservation of farms and farmland, and when and if prudent, (continue on). Bullet two, “When making any changes, require a comprehensive impact statement, citing at a minimum impact to natural resources, water quality, existing farms, homes that are reconditionable, wildlife and infrastructure (roads, schools, businesses and services concerns). This will assist in...” Bullet three, after future development add “does no harm, and instead”...

Add here as well,, possibly as number four, “Encourage the development of new small farms, farmstead, homesteads, holdings and artisan activities of 1-10 acres or similar sizes to capitalize on the agricultural nature of the area while encouraging more residential growth and the movement of younger populations into the area that conservation support efforts.”

3. Page 14, second paragraph: instead of “Shortly after the public participation process began, our nation...(entire sentence),” replace with Early in March, the COVID-19 pandemic was confirmed to have reached North Carolina. (More accurate). Please also add to 2nd paragraph a sentence reflecting that this is especially problematic in such a rural area, where many residents do not have internet service. 3rd paragraph, I would capitalize Vision Statement and also add to second sentence , “In October 2020, a section was added...” . 4th paragraph, first sentence, add

“On February 25, 2021,” Last sentence of 4th paragraph, include date copies were place at Bethany Fire Station.

4. Page 15, first sentence, capitalize informational Meeting (consistency). Why is there a hyphen between nine and question?
5. Page 21, the percentages at bottom of table only add up to 96% with less than one percent other only adds up to 97%. Please explain/correct.
6. Page 24, referring to access to ESD water is a bit misleading. Water service is not required if more than 300 feet from access point. I would rework this statement and include:

Although water lines provided by Eastover Sanitary District (ESD) traverse much of the Bethany area, most area residents and businesses rely on entirely on private wells as their water source. ESD water pressure in this area is not sufficient for fire truck operation, thus necessitating pumper trucks to any fire emergency in the area.

7. Page 27, this National document is misleading. Many of these areas marked Not Prime Farmland are successfully farmed and contribute greatly to the area. When checking the USDA website it appears the National Resources Inventory was done in 2007.

I did attempt to locate Mr. Milton Cortes, NC state soil scientist to verify, but he passed in November 2020 and the website has not been updated.

If this is the case, it is very outdated and should be omitted here as it seems inaccurate.

8. Page 32, how were Deerstand and S River School Road identified as main arteries? They are not thoroughfares. Hayfield is used more than Deerstand, as a connector to Maxwell Rd.. Shouldn't farm vehicles, commercial vehicles and schoolbuses also be mentioned here (second sentence)?
9. Page 33. Location of the new Bethany Fire Department OUTSIDE of the Bethany area seems problematic to residents, who are concerned with conflicting priorities and distances to residents served by this new fire station,
10. The map on page 36 does not seem to be the most current one used by the Working Group.
11. Page 37, line 6. Infrastructure is misspelled. The Crosswalk Table is difficult to understand. Shouldn't there be some sort of explanation here?
12. Page 38 same comment as number 10. **Why have we jumped to rural definition, instead of including open space and agricultural as the Stedman Plan does?**
13. Page 39, first paragraph second sentence, add at the end “and to sustain and provide for the growth of farms/farm-related enterprise in the area.” Second paragraph , last sentence. Change to read, “This area consists of farmland, farming and other agriculture-related endeavors, as well as scenic and other natural heritage assets that contribute to the unique characteristics of the land. (This comment was offered in the working group, yet not incorporated.)

Add under characteristics: Established Agriculture Districts

Does this: Large undeveloped tracts refer to farmland???? Can't we refer to it as farmland? If it is being used as farmland, why do you consider it undeveloped?

14. Page 40. The last sentence of Policy 1 needs to be reworked. Suggested: "This will help shield and preserve farmland, farming, and other agriculture-related endeavors, as well as scenic and other natural heritage assets and elements of rural character by not developing open land and minimizing perceived density and minimizing views of new development from existing roads through use of natural buffers and open space." Comment to yellow – this is trickery of words, no one really believes this. It should be deleted.
15. Policy 4 – the driveway illustration is not a desirable access road in that there are homes backing up to the main roadway, which the text amendment would not approve. The six homes adjacent to the main roadway need to be removed
16. Page 41, policy 7, endangered wildlife/protection of wildlife habitats should be mentioned here.
17. Page 42, 2nd paragraph, 1st sentence. This sentence makes no sense. How did you get to .69 acre in Agricultural area?? Policy 1 – Consideration should also be given to the impact increased septic systems will have on residents who have well water only. A proliferation of septic systems can cause introduction of waste and other toxins to these residents.

Policy 2, what is difference between street and other roadway. What is "approved"? Many homes exist down dirt driveways, etc. which is not uncommon. This must be clarified since this is a "must." Policy 4, 2nd sentence should be changed to read, "buffers and/ or additional setbacks should be recommended when considering new zoning next to farms/farmland. The Stedman Plan, also on page 42, has a depiction of what this type of development should look like. This should be added here.
18. Page 43. Why does this say Limited Septic...Bethany is entirely septic and Policy 1 therefore makes little sense. Maybe use the same comment about sewer that is under Commercial.
19. Page 46 OVERALL comment: We seem to have gotten a little cute here. Looking at the Stedman Plan, their basic recommendations seem to hold true here (found on page 57 of that Plan) I show them here:

RECOMMENDATION 1: Protect rural character, working agriculture, and water quality

1.1: Discourage rezonings to higher density residential districts in Agriculture and Rural Residential Areas

Zoning in the Agricultural and Rural Residential areas is predominantly A1. Allowing rezonings to high density districts or approving large-scale Planned Unit Developments (PUDs) could have a negative impact on agriculture, rural character and negatively impact water quality.

1.2: Modify zoning and development standards to encourage low density development and discourage inappropriate density in rural areas. Discouraging large-scale development in these areas and encouraging well-designed residential that fits into the landscape should be a priority.

Implementation Strategies:

- Create a Compatibility Design section of the Cumberland County Zoning Ordinance that specifies context-sensitive development options in the Agricultural and Rural Residential areas in the Future Land Use Plan. (This bullet may need to be replaced with updated Text Amendment language)

1.3: Protect working agricultural operations through site design

The design details of new developments have the ability to mitigate the visual and environmental impacts that can occur when rural homesteads and farms are replaced with subdivisions.

Respecting existing agricultural operations through site design can reduce conflicts in the future between new residents and existing and future farmers.

Implementation Strategies:

- Consider requiring or incentivizing working farmland buffers for subdivisions with lots smaller than 30,000 square feet in or adjacent to agricultural areas, especially those enrolled in the Present Use Value (PUV) program or Voluntary Agricultural Districts (VAD)

1.4: Support agri-tourism that is harmonious with and does not adversely affect surrounding areas

1. 1.5: Develop community gardens throughout the plan area

These should be included HERE. They worked for Stedman as approved 8/2020. The additional bullets shown with the below comments may be included but not to dilute or supercede the ones above. Without clear language, there is no clear impression of what our uppermost recommendation is.

Page 46, 1st set of bullets: With regard to the Bethany Historical Society. While stating support is laudible, the society on their social media page posts lost pets, yard sales, BBQ sales and other political posts. It is hardly a conduit for meaningful civic activity. They don't have an active webpage and phone numbers are not listed on the Facebook page. It is just the ONLY organization out here. I would put it down on the priority list. On the last bullet in addressing older homes, it should be state, "especially when considering new zoning requests."

Recommendations: These from the Stedman Plan should also be incorporated:

RECOMMENDATION 10: Create a network of connected useable open space

10.1: Support collaborations between organizations to make connections between trails, parks, and other useable open space within the area

RECOMMENDATION 11: Encourage useable open space in residential developments

11.1: Useable open space in residential developments can include trails, meadows and fields, community gardens and small- scale farming operations

2nd set of bullets: 4th bullet "is" should be "are."

ILLUSTRATION/PICTURE NOTE: So many cattle farms and not one cow picture??? In fact where did these animal pics come from? I have some if you like.

1. Ball field or sports facility. We haven't even one, just a small park which is actually in Stedman. No splash pad either.

2. Rec center/ gathering place. There is a small historical society (which calls itself Bethany) but is in Stedman and recently received public fund and still charges residents/churches fees to use it. so we have no gathering place or recreational facility. This is highly desired by residents.

3. I would also like to reiterate that the Bethany Fire Dept.'s new location is actually in Eastover, which does not seem to make sense to many residents, and hopefully through good management will not result in any conflict.

4. We have no Post office.

5. We do have many agriculture related activities and opportunities. They start with initiative and good hard work of course.

So infrastructure and things that provide very basic services are very desirable if the area continues to see an influx of families.

I have viewed the land use plan and it appears that almost everything on it we already had or have. Little to nobody shows up to community events because its second rate. We've had the food trucks, farmers days etc. sorry but nobody is going to come to a bee trail, realistically. That's as bad as an aquarium on the river in Fayetteville. Hwy 24 blows right by Stedman, there's no reason to stop. Blight and trash line our roads. Nobody is gonna make it with a lemonade stand i.e. farmers market, most of them can't keep afloat now. Unkept trailer communities outnumber farmers and are an eyesore and property value killer. What this area needs is good roads that don't get flooded, ditches cleaned so surface water and lots i.e. septic and ground water can both work properly, we have not seen the hwy. dept. for ditch work in years, standing water and mosquito filled ditches line our roads and property. I would say we all need clean water since Gen X has been found in our area wells as well as other Cumberland co. groundwater wells. We need code enforcement, law enforcement, clean water and the things our local officials and agencies are already supposed to be providing

Do NOT/NOT allow any further sub-residential (subdivision) construction with lot size less than 5 acres in the Bethany district. Our local infrastructure (roads, water, power) are already stretched beyond intended design. Our schools are beyond maximum capacity, and increasing class size will decrease quality of education. Our emergency services are at capacity. Increasing population density by allowing multiple zero lot line or other small developments only dilutes

property value and quality of life for those who choose to live a rural lifestyle here in Bethany. Say no to development... keep Bethany rural!

I tried to input comments in the box on the designated page but I couldn't submit because it was "too long". There was no word count given.

First I'd like to say that we did not get a postcard or any kind of notification about the availability of the draft land use plan. Page 14 states that ALL PROPERTY OWNERS

were mailed a postcard. No one I asked had gotten any kind of notification. Fortunately, I was able to print off a copy and read it. I feel that you did not serve the community well in this. Cards should be sent out and more time given for residents to be able to give input.

In studying the Draft there are a number of things of concern. Seeing the different area maps I realized there are a number of roads I have not been on. However, I have driven past at least 3 subdivisions being built as well as the fairly sizeable one on the other side of the creek on Maxwell Road. That means a lot of people are moving into the area but there is no land area designated for a possible school. No area set aside for Public Rec Center. There is no Police/Sheriff substation. There is no place designated for a Post Office. Shouldn't those things be planned for? The Bethany Fire Department is moving out of Bethany? How is that happening?

On Pg40 regarding the Rural Policies... the Conservation Development is a deceptive idea in that the houses may be hidden from the road but it is still the same number (whatever it is) of homes but closer together with less space for septic systems, certainly a problem for the many people relying on well-water. And, creating more hardscape for water run off.

Who is going to oversee the "creative design of residential subdivisions" as stated in Pg 40 Policy3?

Just wondering why "Support the Bethany Historical Society" is first bullet under recommendations. Would have been nice to read what insights they provided about the Bethany area.

Seems a contradiction to say zero lot line development is not desirable in this area (p41 Pol8, p42 Pol8) but then say buffers, berms and setbacks will hide it if designed a special way. Would be very hard to have a rural community remain rural if zero lot lines development brings more and more people in.

Thank you for your work on the Land Use Plan. Maybe we could meet in in the CFH school gym to have actual input in a "socially distanced" way. the Zoom meetings are rough and not conducive for genuine participation.

Copy of final meeting Postcard Notifications



Comments collected from the Bethany Area Land Use Plan Public Comment Session

Date: June 29, 2021

Time: 6pm-8pm

Location: Center Baptist Church

4980 Wade-Stedman Road

Wade, NC 28395

Number of attendees: 58 community members

Comments have been recorded verbatim as they were written on the comment cards. See below:

- All needs to stay A-1; no R40.
- Keep our land classified as A1; no lots smaller than 2 acres.
- Please keep 2 acre lots – zoned as A1 in Bethany/Wade community. Preserve the rural community and help protect the livelihood of farmers. Discourage/forbid use of zero lot line zoning. Like previous version of the plan of higher standards for housing areas should the zoning deviate from A1 zoning. Concerned the area water/roads/utilities can facilitate housing areas that could become zoned 1 acre or smaller. Best for the community, balance of the farmers and anyone wishing to enjoy a rural lifestyle in a 2-acre A1 zoned area.
- Keep it Ag- A1 or A1A
- Area needs to stay A1 (2 acre lots). Need to get rid of zero lot line loophole.
- Only 2 acre lots – no zero lot lines
- No zero lot lines – only 2 acre lots
- For future development of subdivisions, please require sidewalks in future planning. Also prevent builders from building – less than quality homes. Quality is important to this rural area.
- It is crazy that Bethany is no longer in Bethany. These lines should be drawn with Bethany Residents having input. Ridiculous! How about the 4-point community? The Bethany fire department is actually in Eastover?! What the heck!
- What is planning to control development in areas where water is testing positive for GENX? What is rule for allowing an above ground septic tank? I personally think they should not be allowed – no exceptions.
- Current plan is acceptable except suburban residential 1) utilities and 2) water contamination GENX. No zero-lot line.
- The community majority should be followed. A1 needs to stay A1 2 acre lots are small enough.
- Stop Building! I moved out to Steadman area to get away from Fayetteville. We now have more crime, drugs and a whole lot of people who are moving too close. Give us back the quiet.
- We moved to the country surrounded by farmland and want to keep it that way. Agriculture needs to stay. Keep original plan.
- Leave current zoning as is
- Currently is there a need for a large subdivision out here? Traditionally this side of the river has been agriculture. People have purchased land on this side of the river because it's the two-acre minimum. Keep our farms in business.
- A1 needs to stay A1 2 acres. Lots are small enough.

- This area is being overtaken by what we see as greed. Putting the number of houses on the amount of land that keeps popping up is ridiculous. Zero lot lines should never be allowed. Houses are being built on land that hold water like a swamp. Why are they allowed? Houses are being packed in like sardines. The runoff has no where to go, the schools do not have the capacity and the rural character of our community is being destroyed.
- Please do not rezone any area within the Bethany Area to less than 2 acres. We as a community do not want any more people in the area.
- I love the peace and quiet, low traffic and trees, I have 3 dogs, a cat, ducks and geese and they need space and fresh air, Stedman does not need to be Hope Mills! Do not crowd us!
- Ask colleges would they like to purchase farmland to teach students hands on farming. Ask timber companies to plant trees as a renewable source and to give nature a place to raise their young.
- A1 zoning protects current agricultural practices. R40 or less only benefit of developer. Family land cost will not change. Encourage high density development closer to towns not in agricultural locations. We accepted this lifestyle don't allow changes of this magnitude.
- Our primary and elementary schools cannot handle extra children. The schools are OLD.
- I would like to keep a majority of Bethany considered rural without R40. I support 2 acre lots which helps keep the area from growing too quickly. The community cannot support the population growing too quickly. There should be no more subdivisions built, but I do support 2 acre lots. As someone who owns livestock, I support the area labeled A1.
- Please consider the residents that currently live in this agricultural area. 93% of the area is A1 – also like on 2 acre or larger lots. Imply they are here because of this. Change of 2 acre lots or larger disappoint current residents and create unintended consequences. Residents do not want any smaller than 2 acre lots.
- Remove all references of re-zoning to R40 from the plan. Any change from A1 zoning to any less restricted zoning would only be done to benefit builders and developers. It would not result in any benefit for the sellers/farmers.
- Bethany community does not want zoning changed to less than 2 acres/agriculture. As for the lack of utilities, if housing developments are not allowed, we won't need them. Keep the area agriculture.
- Don't change a thing.
- Lower speed limit to 45 on either side of Maxwell Rd extending 1 mile in each direction on Wade-Stedman Rd. Install stop light at intersection of Maxwell & Wade Stedman Rd. Install left turn lane either side of Maxwell Rd on Wade-Stedman Rd.
- When Bethany FD moves into their new building, utilize their old building as a manned sheriff's annex/EMT location.
- Install rumble strips at intersection of Wade-Stedman / Faircloth bridges Rd.

RESOLUTION OF RECCOMENDATION

BETHANY AREA LAND USE PLAN

CUMBERLAND COUNTY JOINT PLANNING BOARD

WHEREAS, the Cumberland County Joint Planning Board is empowered to recommend plans for the County of Cumberland in accordance with G.S. 160D-501 of the North Carolina General Statutes; and

WHEREAS, the Planning Staff has prepared a specific document entitled the Bethany Area Land Use Plan designed to provide the County of Cumberland a statement of desirable objectives to guide future growth and development within the Bethany Study Area; and

WHEREAS, the Plan is subject to future re-evaluation or changes by existing and future Planning Boards, and the Cumberland County Board of Commissioners;

NOW, THEREFORE, BE IT RESOLVED that the Cumberland County Joint Planning Board hereby recommends adoption of the Bethany Area Land Use Plan

On this _____ day of _____, 2021.

BY: _____

Stan Crumpler, Chairman

CUMBERLAND COUNTY JOINT PLANNING BOARD

ATTEST: _____

Rawls Howard, Planning Director

RESOLUTION OF ADOPTION

BETHANY AREA LAND USE PLAN

COUNTY OF CUMBERLAND

WHEREAS, the Cumberland County Joint Planning Board is empowered to recommend plans for the County of Cumberland in accordance with G.S. 160D-501 of the North Carolina General Statutes; and

WHEREAS, the Planning Staff has prepared a specific document entitled the Bethany Area Land Use Plan designed to provide the County of Cumberland a statement of desirable objectives to guide future growth, change, and development within the Stedman Study Area; and

WHEREAS, the Plan is subject to future re-evaluation or changes by existing and future Planning Boards, and the Cumberland County Board of Commissioners;

NOW, THEREFORE, BE IT RESOLVED that the Cumberland County Board of Commissioners hereby adopts the Bethany Area Land Use Plan

On this _____ day of _____, 2021.

BY: _____

Charles Evans, Chairman

BOARD OF COUNTY COMMISSIONERS

ATTEST: _____

Candice White, Clerk to the Board

Amy H. Cannon
County Manager

Rawls Howard
Director

Tracy Jackson
Assistant County Manager

David Moon
Deputy Director



Cumberland County Joint Planning Board

MINUTES

September 21, 2021

Members Present

Mr. Tom Lloyd – Acting Chair
Mrs. Susan Moody
Mr. James Baker
Mr. Gary Burton
Mr. Mark Williams
Mrs. Jami McLaughlin

Members Absent

Ms. Cassandra Herbert
Mr. Jordan Stewart
Mr. Crumpler

Others Present

Mr. Rawls Howard
Mr. Rick Moorefield
County Attorney
Ms. Annie Melvin
Mr. Telly Shinas
Mrs. Laverne Howard
Mr. Trey Smith

I. INVOCATION AND PLEDGE OF ALLEGIANCE

Mr. Williams delivered the invocation and led those present in the Pledge of Allegiance.

II. APPROVAL OF / ADJUSTMENTS TO AGENDA

There were none.

Mrs. Moody made a motion seconded by Mrs. McLaughlin to approve the agenda as submitted. Unanimous approval.

III. PUBLIC MEETING DEFERRAL

There were none.

IV. ABSTENTIONS BY BOARD MEMBERS

There were none.

V. APPROVAL OF THE MINUTES OF AUGUST 17, 2021

Mr. Burton made a motion, seconded by Mrs. Moody to approve the minutes as submitted. Unanimous approval.

VI. CHAIRMAN'S WELCOME AND RULES OF PROCEDURE

Acting Chair Lloyd read the welcome and rules of procedures.

VII. PUBLIC MEETING CONSENT ITEMS



Cumberland County Joint Planning Board

TEXT AMENDMENTS

- A. **ZON-21-0004:** Text amendment for Cumberland County Zoning Ordinance, to create a new Section 112; pre-application meetings, mandating and providing direction for pre-application conference meetings prior to land development submittal; County (Applicant).

Staff recommends approval of the text amendment for the new Section 112 of the Cumberland County Zoning Ordinance.

In Case ZON-21-0004, Mrs. Moody made a motion, seconded by Mrs. McLaughlin to recommend approval of the text amendment for the new Section 112 of the Cumberland County Zoning Ordinance. Unanimous approval.

- B. **ZON-21-0005:** Text amendment for Cumberland County Zoning Ordinance; amending section 1501; to include new requirements for neighbor communications summary reports for all conditional zoning request applications for any agricultural or residential district that involves more than 10 acres and proposes an increase in density from what is existing or includes a zero-lot line subdivision; County (Applicant).

Staff recommends approval of the text amendment to Section 1501 of the Cumberland County Zoning Ordinance.

In Case ZON-21-0005, Mrs. Moody made a motion, seconded by Mrs. McLaughlin to recommend approval of the text amendment to Section 1501 of the Cumberland County Zoning Ordinance. Unanimous approval.

- C. **P21-49:** Text amendment for Town of Eastover Article VIII.I Overlay Districts Revisions; for the purpose of amending allowed uses within commercial core overlays and site dimensional criteria; Town of Eastover (Applicant). (**EASTOVER**)

Staff has reviewed the Town of Eastover's text amendment request in accordance with their Comprehensive Plan Policies and have identified no inconsistency. Therefore, staff has no objection.

In Case P21-49, Mrs. Moody made a motion, seconded by Mrs. McLaughlin to recommend approval of the text amendment. Unanimous approval.

- D. **ZON-21-0012:** Text amendment for Town of Eastover Article VIII.I Overlay Districts Revisions; for the purpose of allowing exemptions for government and municipal signs within commercial core overlays; Town of Eastover (Applicant). (**EASTOVER**)

Staff has reviewed the Town of Eastover's text amendment request in accordance with their Comprehensive Plan Policies and have identified no inconsistency. Therefore, staff has no objection.

In Case ZON-21-0012, Mrs. Moody made a motion, seconded by Mrs. McLaughlin to recommend approval of the text amendment. Unanimous approval.



Cumberland County Joint Planning Board

REZONING CASES

- E. **ZON-21-0007:** Rezoning of 0.50 +/- acres from R10 Residential District to C(P) Planned Commercial District or to a more restrictive zoning district; located at 5725 Camden Road; submitted by Yarborough, Winters & Neville, P.A. (agent) on behalf of David Ferruzzi (owner).

In Case ZON-21-0007, the Planning and Inspections staff recommends approval of the rezoning request from R10 Residential District to C(P) Planned Commercial District. Staff finds the request is consistent with the Southwest Cumberland Land Use Plan (2013) 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) Planned Commercial District would allow an atmosphere that supports existing and future commercial activities while complimenting the existing residential area that would be compatible and in harmony with the surrounding land use activities and zoning.

In Case ZON-21-0007, Mrs. Moody made a motion, seconded by Mrs. McLaughlin to recommend approval of the rezoning request R10 Residential District to C(P) Planned Commercial District. Staff finds the request is consistent with the Southwest Cumberland Land Use Plan (2013) 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) Planned Commercial District would allow an atmosphere that supports existing and future commercial activities while complimenting the existing residential area that would be compatible and in harmony with the surrounding land use activities and zoning. Unanimous approval.

- F. **ZON-21-0008:** Rezoning of a portion of two lots on 0.58 +/- acres from CD Conservancy District/CUD Conditional Use District to R15 Residential District/ Conditional Use District or a more restrictive district; located at 2241 & 2245 Mannington Drive; submitted by Moorman, Kaiser, And Reitzel, Inc. on behalf of Pami Remodeling (Owner).

In Case ZON-21-0008, the Planning and Inspections staff recommends approval of the rezoning request from CD Conservancy District/ CUD Conditional Use District to R15 Residential District/ CUD Conditional Use District and finds: A. The approval is an amendment to the adopted, current South Central Land Use Plan; and that the Board of Commissioners should not require any additional request or application for amendment to said map for this request. B. The applicant has petitioned to amend the existing flood maps to remove the flood boundaries from the affected lots. C. The existing land use plan designation of "open space" is based off the existing flood hazard lines. The request is reasonable and in the public interest because the requested district would allow development that would be compatible and in harmony with the surrounding land use activities and zoning.

In Case ZON-21-0008, Mrs. Moody made a motion, seconded by Mrs. McLaughlin to recommend approval of the rezoning request from CD Conservancy District/ CUD Conditional Use District to R15 Residential District/ CUD Conditional Use District and finds: A. The approval is an amendment to the adopted, current South Central Land Use Plan; and that the Board of Commissioners should not require any additional request or application for amendment to said map for this request. B. The applicant has petitioned to amend the existing flood maps to remove the flood boundaries from the affected lots. C. The existing land use plan designation of "open space" is based off the existing flood hazard lines. The request is reasonable and in the public interest because the requested district would allow development that would be compatible and in harmony with the surrounding land use activities and zoning. Unanimous approval.



Cumberland County Joint Planning Board

- G. **ZON-21-0009:** Rezoning of 10.32 +/- acres from A1 Agricultural District to RR Rural Residential District or to a more restrictive zoning district; located North of Sanderosa Road and east of Baywood Road; submitted by George Rose (agent) on behalf of R Chi, LLC (owner).

In Case ZON-21-0009, the Planning and Inspections staff recommends approval of the rezoning request from A1 Agricultural District to RR Rural Residential District and find the request is consistent with the Eastover Land Use Plan (2018) which calls for Rural Density Residential 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 ZON-21-0009, Mrs. Moody made a motion, seconded by Mrs. McLaughlin to recommend approval of the rezoning request from A1 Agricultural District to RR Rural Residential District and find the request is consistent with the Eastover Land Use Plan (2018) which calls for Rural Density Residential 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.

VIII. PUBLIC MEETING CONTESTED ITEMS

REZONING CASE

- H. **ZON-21-0010:** Rezoning of 110.89 +/- acres from Initial Zoning District to R6 Residential District or to a more restrictive zoning district; located at 703 Sand Hill Road; submitted by Town of Hope Mills (agent) on behalf of Elizabeth C Paul, Michael B Cashwell, Steven N Cashwell, Angus Dixon Cashwell, Emily C Johnson, Lauchlin M Cashwell, Mary C Frasche, Prudence C Bradley, Waymon W Trustee Wood, Margaret C Trustee Wood, Charles Darrell Kennedy, Sara C Donaldson, Helen C Trustee Cashwell, Catherine Macdonald Ingram, M Lauchlin Macdonald, Charlotte E Macdonald, Henry Walter Holt, Jr. & Willian Derossset Holt, II (owners). (**HOPE MILLS**)

Mr. Shinas presented the case information and photos.

In Case ZON-21-0010, the Planning and Inspections staff recommends denial of the initial rezoning request from County A1 and C(P) to Town R6 Residential District and recommends an alternative zoning district of M1(P) Planned Light Industrial District. Staff further finds: A. The approval is an amendment to the adopted, current South Central Land Use Plan and Southwest Cumberland Land Use Plan; and that the Board of Commissioners should not require any additional request or application for amendment to said map for this request. B. The alternative recommendation would meet the economic development needs of the community and would ease the transition between more intense and less intense land uses. C. The request is reasonable and in the public interest because the alternative recommendation of the M1(P) zoning district would be designed to allow a wide variety of light industrial operations, making it more compatible and in harmony with the surrounding land use activities and zoning.

Mr. Howard stated that it was atypical for staff to offer an alternative zoning for an initial zoning because it's attached to an annexation but wanted to bullet point a few facts that were talked about, one being a business meeting that took place with FCEDC, the Mayor for the Town of Hope Mills and Mayors from other towns, and utility providers that discussed business development in the County. This site was identified for its access to I-95, close proximity to the Walmart Distribution Center, sits

Amy H. Cannon
County Manager

Rawls Howard
Director

Tracy Jackson
Assistant County Manager

David Moon
Deputy Director



Cumberland County Joint Planning Board

on high ground, has water and sewer, and a number of factors that makes this a prime area for industrial development.

There were people signed up to speak in favor. There was no one present to speak in opposition

Public meeting opened.

Mr. Joe Riddle spoke in favor. Mr. Riddle stated that his company is representing the seller in this transaction. Mr. Riddle said that he is very involved in this project and has had many conversations with FCEDC and was surprised that they were getting involved with zoning. He understands staff asking for an opinion but writing a letter recommending industrial zoning is surprising. He said that the County has not done a good job with industrial zoning, they have lost business by not zoning industrial and gave examples of lost businesses due to not zoning industrial.

Candice Alexander spoke in favor. Ms. Alexander was present representing the buyer and the developer of the subject property. Ms. Alexander said that she was available to answer any questions that the Board may have. They are a ready, willing, and able buyer working with the Town of Hope Mills, they are a residential developer and are proposing to build work force housing.

Chancer McLaughlin, Planning and Economic Development Director for the Town of Hope Mills, spoke in favor. Mr. McLaughlin stated that they are looking at this from a regional standpoint they get calls of all types for development in the area. Mr. McLaughlin pointed out areas on the map of industrial zoning over the last few years in Hope Mills. He also stated that industrial development leads to jobs which leads to residential which results in retail. They are trying to keep a healthy balance of industrial, retail, and residential development in the area. They have industrial coming, but he is also getting calls for retail and residential.

Mrs. Moody asked if this is rezoned to R6 without conditions, anybody can come and do anything, with a such a big piece of property and the amenities that it already has, she has concerns with rezoning to residential.

Mr. McLaughlin said that that is typically when there is a challenge with a site, the requests are made to address concerns that there may be.

Mr. Lloyd asked if there was a mixed-use district in Hope Mills, Mr. McLaughlin said yes, Mr. Lloyd stated that they could zone as a mixed use.

Mr. McLaughlin said that when they do an initial zoning, they want to make sure that the zoning is going to allow for the facilitation of the project when they annex.

Mr. Lloyd said that in their mixed-use district they could develop that at R6 or R5, if the owner chose, they could take any mixed-use district and develop it all residential.

Mr. McLaughlin said in theory, yes. The staff recommendation is not saying recommend denial, keep it mixed use, taking it to industrial is basically killing the project. Because we have already annexed the site. We are feeling a lot more confident after having so many engineer-based meetings, and now the final meeting we have for annexations comes with a staff recommendation with recommendations from all regulatory departments.



Cumberland County Joint Planning Board

Candice Alexander stated that they hired a company to do a TIA, they already have a substantial investment into the project. They are designing the whole tract; it's not going to be a situation where there is going to be land left and you don't know what we are going to do. The design that we come in with will be for the entire tract.

Public meeting closed.

Mrs. Moody said that she had mixed feelings about this, because it is a big piece of property, does have water and sewer, and access to I-95. But she does understand that in the Town of Hope Mills, they need workforce housing. Mrs. Moody also said that after she listened to the presentation, she has changed her mind and supports the town and their request.

Mr. Lloyd said after talking to Rawls, he was ready to vote for industrial, but it seems as though we are going against the plans more and more. Plans are important as we're finding out. This was an extensive plan, although he agrees with the Economic Developer, he can see that it used to be that Economic Development was more proactive at targeting areas, talking to people, participating in land use plans which we haven't seen lately. The town is better positioned to say what they need, and of course they will have the final say.

Mr. Williams said that he thinks it's important to acknowledge the work that Hope Mills has done, they have a plan in place, and they have a more acute sense of what that land is useful for. Mr. Williams said that he would be in favor of supporting the town and their recommendation.

In Case ZON-21-0010, Mrs. Moody made a motion, seconded by Mr. Baker to approve the initial zoning request for County A1 and C(P) to Town R6 Residential District. The motion passed with Mr. Burton voting in opposition.

IX. PUBLIC MEETING ITEM

BETHANY LAND USE PLAN

Mrs. McLaughlin left the meeting.

Mr. Smith went over the plan area, the processes and timelines, the existing conditions, and the changes that were made, current zoning, land cover, utilities, flood zones and wetlands, hydric soils, present use and voluntary agricultural district, prime farmland, future land use, the maps of the Bethany area, rural classifications and policies, and the recommendations that came out of the public meetings.

Mr. Howard added that there were a lot of comments that came out of the public meetings that were held. Mr. Howard pointed out that R40 zoning has been deemed acceptable in rural areas, but we will probably hear that the residents want that taken out from the rural areas for this plan.

Public meeting opened.

Ms. Robin Bridges spoke in opposition. Ms. Bridges stated that she was not in favor of this plan. Bethany wants to stay A1, preserve their farmland and rural lifestyle. Ms. Bridges says she's asked that a drawing from the Stedman plan be incorporated into this plan and that didn't happen, she stated that all they get are empty promises. Ms. Bridges provided the Board with a list of concerns and grievances and said that they needed to work better on a few issues.

Amy H. Cannon
County Manager

Rawls Howard
Director

Tracy Jackson
Assistant County Manager

David Moon
Deputy Director



Cumberland County Joint Planning Board

Mr. Steven Bullard presented rules of classification to the Board and read his statement of disapproval to the Board. Statement included why he disapproved of rezoning to R40 and his desire to keep zoning at A1.

Mr. Joe Riddle spoke in opposition. Mr. Riddle stated that he did attend the meeting at the church. Mr. Riddle stated that his interest in the Bethany area is because he is looking for a place to build houses. Mr. Riddle said he wasn't really against, but just wanted to be informed.

Public meeting closed.

Mr. Lloyd commended staff on their work with everything they had to contend with.

Mrs. Moody says that when she goes back and looks at the vision statement it talks about vibrant rural community, agriculture, well managed, harmonious, and she grew up in a farm community and can appreciate where the speakers are coming from. Looking at going to the R40, just because these are the recommendations doesn't mean there can't be further changes to it. Mrs. Moody said she was kind of anxious about adding the R40 language.

Mr. Lloyd said in order to do responsible planning you have an area that is this large in size and there are nine hundred and eighty people in it, there are twenty or twenty-five that are vocal, just thinks that it is irresponsible planning to say we are just going to do blanket A1, when there are already lots out there. The small group that is sitting in here does not represent the nine hundred and eighty people. Mr. Lloyd said that he thinks there needs to be room for growth and responsible planning.

Mr. Williams said that one side wants to keep everything the way it is, and if there are people who don't mind it changing, they should have been present. Mr. Williams said that he thought it would be in their best interest to keep R40 out.

Mrs. Moody made a motion, seconded by Mr. Burton to approve the Bethany Land Use Plan as presented and recommended by staff. The motion passed with Mrs. Moody, Mr. Burton, and Mr. Lloyd voting in favor and Mr. Baker and Mr. Williams voting in opposition.

X. DISCUSSION

- SPRING LAKE LAND USE PLAN

Mr. Howard advised the Board that the Spring Lake Plan was about to kick off and gave them an update on the first meeting and invited them to attend.

- SIGN ORDINANCE UPDATE

Mr. Howard reminded the Board about the Sign Ordinance Update and asked for feedback and confirmations on who would be attending the first meeting with the consultant.

- NOVUS AGENDA

Mr. Howard advised the Board that we have moved to a new system for posting our Planning Board Packets on our website and explained the changes to them.

Amy H. Cannon
County Manager

Tracy Jackson
Assistant County Manager



Rawls Howard
Director

David Moon
Deputy Director

Cumberland County Joint Planning Board

X. ADJOURNMENT

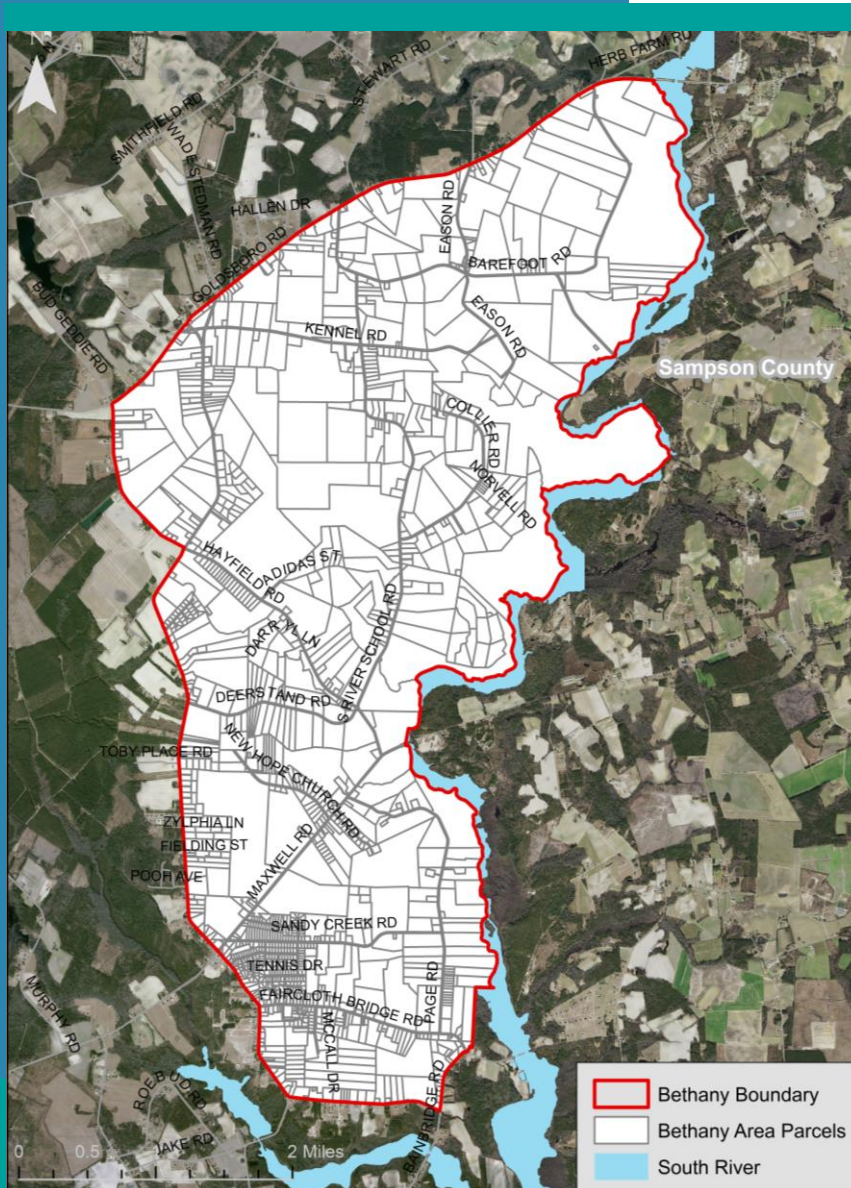
There being no further business, the meeting adjourned at 7:48 p.m.



Planning & Inspections Department

BETHANY AREA LAND USE PLAN

OCTOBER 2021



Bethany Plan Area

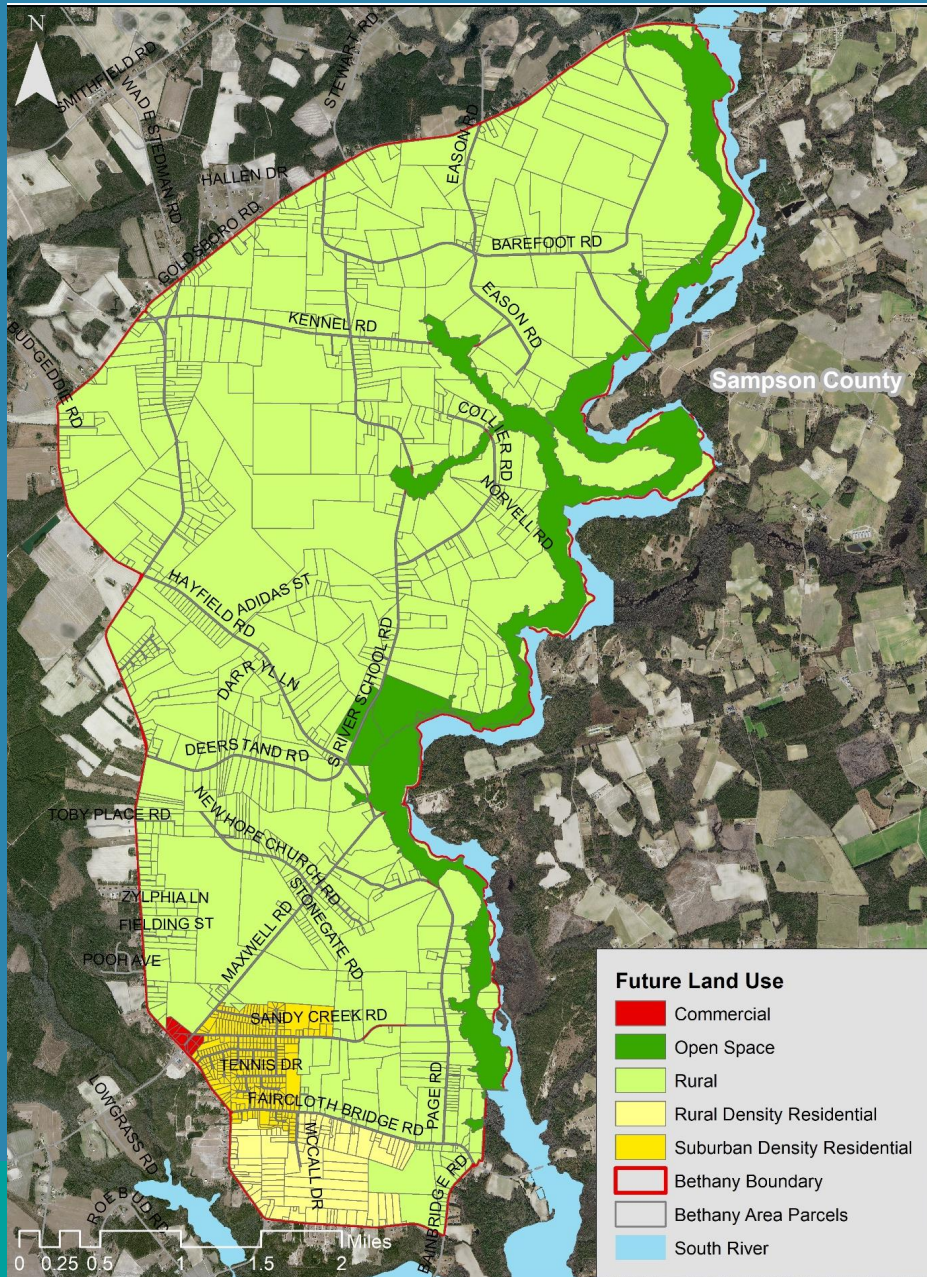
- Last without an adopted detailed land use plan
- Located within the northeast portion of the County
- Comprises approximately 11,204 acres
- Population: Approximately 1,564
- Rural in nature

Public Input

January 28, 2020	Informational Meeting held; 65 people in attendance
October 2020	Update to County website to allow for public comments Gained input for Vision Statement and SWOT analysis
January 28, 2021	Virtual Meeting held to discuss Vision Statement, SWOT Analysis
February 4, 2021	Virtual meeting held to discuss draft policies, future land use map, and recommendations
February 11, 2021	Virtual meeting held to further discuss draft policies, future land use map, and recommendations
February 25, 2021	Draft plan posted online for comment Property owners within the study area mailed a postcard detailing where to provide comment for plan March 5, 2021 hard copies placed at Bethany Fire Department
June 29, 2021	Drop- in Session held from 6-8pm at Center Baptist Church Property owners were sent a postcard informing them of the Drop-in Session



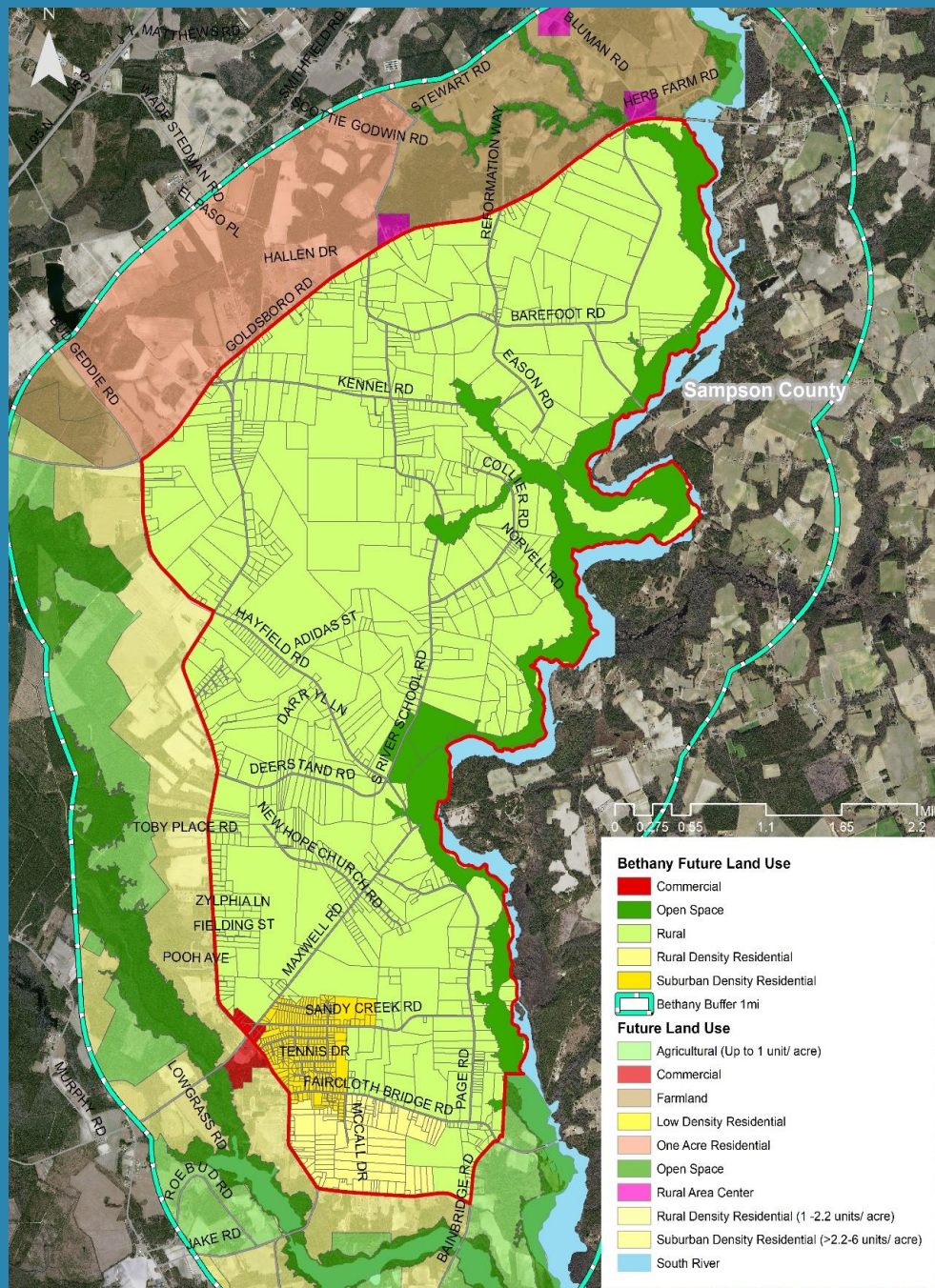
Future Land Use Map, Classifications, Policies, and Recommendations



Bethany Area Future Land Use Map

Crosswalk Table

Bethany Area Land Use Map Classifications	CD	A1/A1A	R40/R40A	R30/R30A	R20/R20A	RR	O&I(P)	C1(P)	C2(P)	C(P)
Open Space										
Rural										
Rural Density Residential										
Suburban Density Residential										
Commercial										
								Rezoning is likely appropriate		
								Rezoning may be appropriate, but only when compatible with the surrounding area. Conditional zoning should be required.		



Bethany Area Future Land Use: 1 mile buffer

Adjacent Adopted Plans: Stedman,
Eastover, Wade, Vision Northeast

Land Use Classifications

- **Rural Classification**

- Associated Zoning Districts: **A1 and A1A**; R40 and R40A *may* be appropriate in this area only when compatible with the surrounding area and when a Conservation Development or some other form of higher development standard is utilized. Conditional zoning should be required.

- **Rural Density Residential**

- Associated Zoning Districts: **A1, A1A, R40, R40A**. R30 and R30A may be appropriate, but only when compatible with the surrounding area. Conditional zoning should be required.

- **Suburban Density Residential**

- Associated Zoning Districts: **R30, R30A, R20, R20A, and RR**.

- **Commercial Classification**

- Associated Zoning Districts: **C1(P) and O&I(P)**. C2(P) and C(P) may be considered with conditional zoning.

Bethany Area Recommendations

AGRICULTURE

- Encourage the development of new small farms, farmstead, homesteads, holdings and artisan activities of 1-10 acres or similar sizes to capitalize on the agricultural nature of the area
- Encourage farmers to participate in the Cumberland County Voluntary Agricultural District (VAD) and Present Use Taxation Programs
- Support incentives for retired farmers and absentee landowners to rent their land to active farmers or reforest their land to tree farming
- Promote educational measures that show the importance of farming and the role it plays in the economic, social, and environment of the Study Area and County
- Support agri-tourism and agribusiness operations such as a “Bee Byway”, the creating and selling of farm-based products, and educational farm experiences that are in harmony with the surrounding area



NATURAL ENVIRONMENT

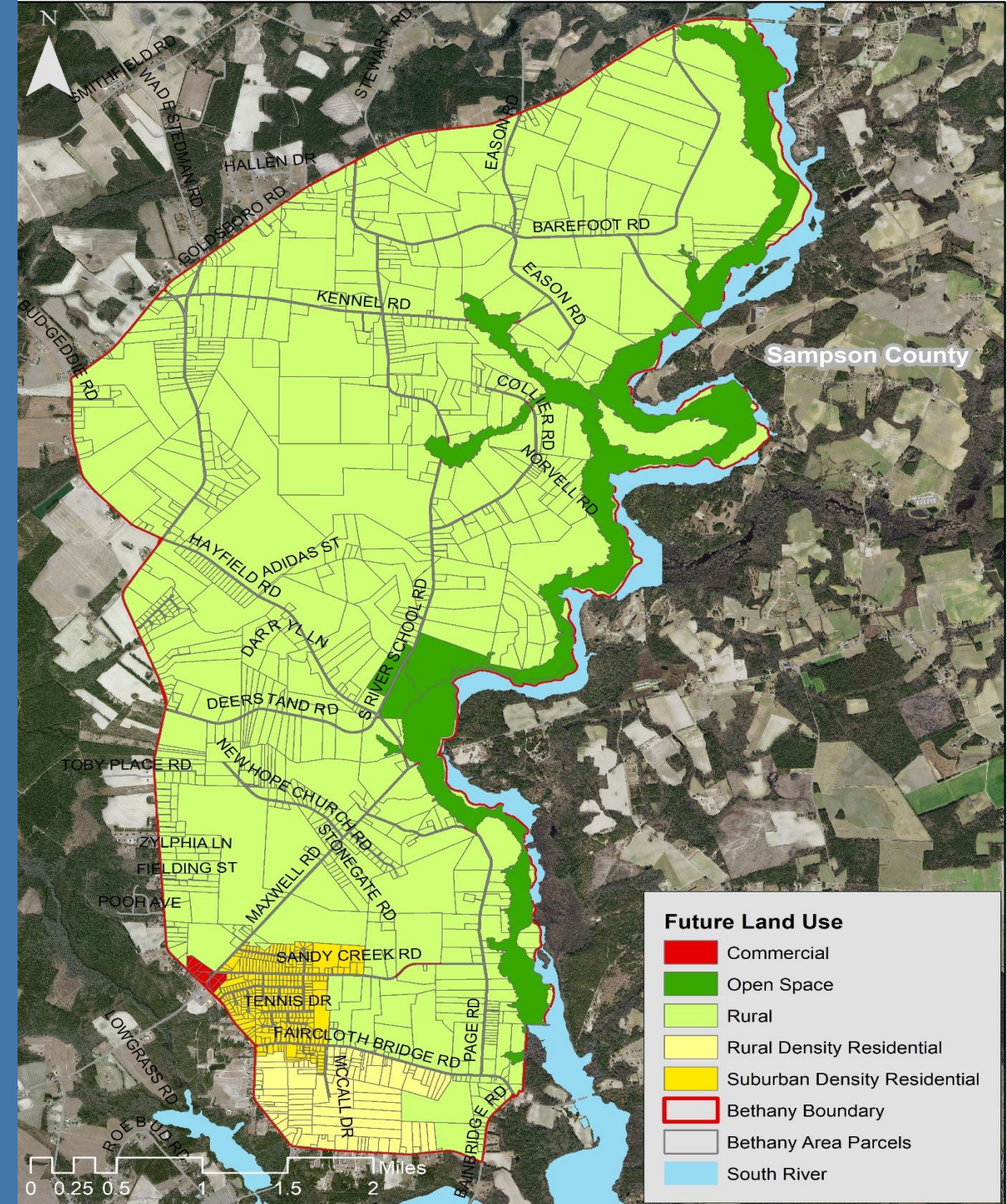
- Support the preservation and protection of the Special Flood Hazard Area, farmland, Significant Natural Heritage Areas, Managed Areas, Dedicated Nature Preserves, historic features, and scenic sites
- Support efforts to enhance minimum stream buffers widths, floodplain development limitations, and tree preservation/restoration in open space/recreation areas
- Adopt County rural design standards
- Explore the creation of a Compatibility Design section of the Cumberland County Zoning Ordinance that specifies context-sensitive development options in the Agricultural and Rural Residential areas in the Future Land Use Plan

COMMUNITY

- Support the efforts of the Bethany Historical Society
- Support the establishment of a local Farmers' Market and local roadside produce stands
- Establish a centralized location for community events and where local food trucks can serve the community
- Improve existing facilities for recreational ball fields and research grant funding for those improvements
- Promote measures to rehabilitate vacant or abandoned homes
- Establish walking/ biking trail in the area
- Explore the creation of a community clean- up program to address roadside trash



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PLANNING AND INSPECTIONS DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF OCTOBER 18, 2021

TO: BOARD OF COUNTY COMMISSIONERS

FROM: CUMBERLAND COUNTY JOINT PLANNING BOARD

DATE: 10/7/2021

SUBJECT: CASE ZON-21-0004

BACKGROUND

ZON-21-0004: Text amendment for Cumberland County Zoning Ordinance, to create a new Section 112; pre-application meetings, mandating and providing direction for pre-application conference meetings prior to land development submittal; County (Applicant).

RECOMMENDATION / PROPOSED ACTION

Planning Board Action: Recommended approval of the text amendment at the September 21, 2021 meeting for the reasons stated and as fully reflected in the minutes of the Planning Board Meeting which are incorporated herein by reference.

Staff Recommendation: Staff recommends approval of the text amendment for the new Section 112 of the Cumberland County Zoning Ordinance.

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 ZON-21-0004, I move to approve the text amendment to Section 112 of the Cumberland County Zoning Ordinance and find that the request is consistent with the 2030 Growth Vision Plan, which calls for policies that encourage well-managed growth and development. Approval of the request is reasonable and in the public interest because the text amendment would encourage clear and predictable development review processes.

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 ZON-21-0004, I move to deny the text amendment to Section 112 of the Cumberland County Zoning Ordinance and find that the request is not consistent with the 2030 Growth Vision Plan, which calls for policies that encourage well-managed growth and development. 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

OCTOBER 7, 2021

MEMO TO: Cumberland County Board of Commissioners

FROM: Cumberland County Joint Planning Board

SUBJECT: ZON-21-0004: Text amendment for Cumberland County Zoning Ordinance, to create a new Section 112; pre-application meetings, mandating and providing direction for pre-application conference meetings prior to land development submittal; County (Applicant).

ACTION: Recommended approval of the text amendment at the September 21, 2021 meeting for the reasons stated and as fully reflected in the minutes of the Planning Board Meeting which are incorporated herein by reference.

MINUTES OF SEPTEMBER 21, 2021

Staff recommends approval of the text amendment for the new Section 112 of the Cumberland County Zoning Ordinance.

In Case ZON-21-0004, Mrs. Moody made a motion, seconded by Mrs. McLaughlin to recommend approval of the text amendment for the new Section 112 of the Cumberland County Zoning Ordinance. 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

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PLANNING & INSPECTIONS

PLANNING STAFF REPORT
TEXT AMENDMENT- ZON-21-0004
Planning Board Meeting: Sep 21, 2021

Jurisdiction: County - Unincorporated

EXPLANATION OF THE REQUEST

This request is a staff-driven text amendment to create a new Section 112 of the Cumberland County Zoning Ordinance to establish a requisite pre-application conference prior to submittal of zoning, site plan, and subdivision applications, including re-development projects.

A pre-application conference creates opportunity for staff and applicants to discuss the proposed interests of the developer or property owner with relevance to the applicable zoning code and comprehensive plan. A primary benefit of a pre-application conference is to reduce the potential for a case being continued at board meetings or hearings to allow the applicant to address additional information or concerns.

STAFF RECOMMENDATION

Staff **recommends approval** of the text amendment for the new Section 112 of the Cumberland County Zoning Ordinance.

Attachments:
ZON-21-0004 Text Amendment

SECTION 112. PRE-APPLICATION CONFERENCE

A. Purpose. The purpose of a pre-application conference is to familiarize the applicant and the County staff with the applicable provisions of this Ordinance required to permit proposed development, to inform the applicant about the preparation of the application and discuss the application process.

B. Pre-Application Conference Mandatory. All land development related applications, including, but not limited to Sketch Plan and Site Plans, shall require a preapplication meeting prior to submittal of said application. The Planning and Inspections Director has the discretion to waive the required pre-application meeting.

C. Pre-Application Conference Materials. Applicants are to attend the pre-application conference, which can be held in-person or by any other mutually agreed-upon method and be prepared to discuss ideas for how they intend to see the property developed, used, and connect to the larger County area. While it is not required, a simple schematic showing how the property could be laid out or developed is helpful, as well as what uses are intended for the property.

D. Effect. The pre-application conference is intended as a means of facilitating the development application process. Discussions held in accordance with this section are not binding on the County, as they are intended to provide guidance to applicants. Processing times for review of development applications do not begin until a formal, complete application is submitted and determined to be complete.

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 October 18, 2021, in room 118 of the County Courthouse at 117 Dick Street to hear the following:

ZON-21-0004: text amendment for Cumberland County Zoning Ordinance, to create a new Section 112; pre-application meetings, mandating and providing direction for pre-application conference meetings prior to land development submittal; County (Applicant).

ZON-21-0005: text amendment for Cumberland County Zoning Ordinance; amending section 1501; to include new requirements for neighbor communications summary reports for all conditional zoning request applications for any agricultural or residential district that involves more than 10 acres and proposes an increase in density from what is existing or includes a zero-lot line subdivision; County (Applicant).

ZON-21-0007: rezoning 0.50 +/- ac R10 to C(P) or more restrictive zoning district; at 5725 Camden Road; David Ferruzzi (owner).

ZON-21-0008: rezoning of a portion of two lots on 0.58 +/- ac CD/CUD to R15/CUD or more restrictive zoning district; at 2241 & 2245 Mannington Dr; Pami Remodeling (owner)

ZON-21-0009: rezoning 10.32 +/- ac A1 to RR or more restrictive zoning district; north of Sanderosa Rd and east of Baywood Rd; R Chi, LLC (owner)

Bethany Land Use Plan: This Plan is to be used as a guide when making land use decisions within the Bethany area. The Plan covers an area generally defined on the south by Oak Grove Church Road; on the west by Wade-Stedman Road; on the north by N.C. Highway 13 (Goldsboro Road); and on the east by the South River/Sampson County. Copies of the draft Plan are located at the Cumberland County Planning & Inspections Department at 130 Gillespie Street, Fayetteville, NC. The draft plan may also be found on the Cumberland County Planning & Inspections website or the following link: <https://www.cumberlandcountync.gov/departments/planning-group/planning-and-inspections/planning/comprehensive-planning>
 10/1, 11 5253089

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0005253089	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 - 10/18/21 meeting									
<u>Payor Customer</u>	<u>PO Number</u>								
CUMB CO JOINT PLANNING									
<u>Payor Account</u>	<u>Ordered By</u>								
003661000									
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130 Gillespie Street,Attn: Laverne Howard FAYETTEVILLE NC 28301 USA	910-678-7631								
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<u>Product</u>	<u>Placement/Classification</u>	<u>Run Dates</u>	<u># Inserts</u> <u>Cost</u>						
FO::	401 - Legals	10/4/2021, 10/11/2021	2 \$465.92						
OL::	401 - Legals	10/4/2021, 10/11/2021	2 \$19.20						



PLANNING AND INSPECTIONS DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF OCTOBER 18, 2021

TO: BOARD OF COUNTY COMMISSIONERS

FROM: CUMBERLAND COUNTY JOINT PLANNING BOARD

DATE: 10/7/2021

SUBJECT: CASE ZON-21-0005

BACKGROUND

ZON-21-0005: Text amendment for Cumberland County Zoning Ordinance; amending section 1501; to include new requirements for neighbor communications summary reports for all conditional zoning request applications for any agricultural or residential district that involves more than 10 acres and proposes an increase in density from what is existing or includes a zero-lot line subdivision; County (Applicant).

RECOMMENDATION / PROPOSED ACTION

Planning Board Action: Recommended approval of the text amendment at the September 21, 2021 meeting for the reasons stated and as fully reflected in the minutes of the Planning Board Meeting which are incorporated herein by reference.

Staff Recommendation: Staff recommends approval of the text amendment to Section 1501 of the Cumberland County Zoning Ordinance.

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 ZON-21-0005, I move to approve the text amendment to Section 1501 of the Cumberland County Zoning Ordinance and find that the request is consistent with the 2030 Growth Vision Plan, which calls for policies that encourage well-managed growth and development. Approval of the request is reasonable and in the public interest because the text amendment would support better neighbor communication efforts as part of the development process.

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 ZON-21-0005, I move to deny the text amendment to Section 1501 of the Cumberland County Zoning Ordinance and find that the request is not consistent with the 2030 Growth Vision Plan, which calls for policies that encourage well-managed growth and development. Denial of the request is reasonable and in the public interest because _____.

ATTACHMENTS:

Description

Type

Action Memo

Backup Material

Amy H. Cannon
County Manager

Tracy Jackson
Assistant County Manager



Rawls Howard
Director

David Moon
Deputy Director

Planning & Inspections Department

OCTOBER 7, 2021

MEMO TO: Cumberland County Board of Commissioners

FROM: Cumberland County Joint Planning Board

SUBJECT: ZON-21-0005: Text amendment for Cumberland County Zoning Ordinance; amending section 1501; to include new requirements for neighbor communications summary reports for all conditional zoning request applications for any agricultural or residential district that involves more than 10 acres and proposes an increase in density from what is existing or includes a zero-lot line subdivision; County (Applicant).

ACTION: Recommended approval of the text amendment at the September 21, 2021 meeting for the reasons stated and as fully reflected in the minutes of the Planning Board Meeting which are incorporated herein by reference.

MINUTES OF SEPTEMBER 21, 2021

Staff recommends approval of the text amendment to Section 1501 of the Cumberland County Zoning Ordinance.

In Case ZON-21-0005, Mrs. Moody made a motion, seconded by Mrs. McLaughlin to recommend approval of the text amendment to Section 1501 of the Cumberland County Zoning Ordinance. 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

PLANNING STAFF REPORT
TEXT AMENDMENT: ZON-21-005
Planning Board Meeting: Sep 21, 2021

Jurisdiction: County-Unincorporated

EXPLANATION OF THE REQUEST

Planning staff proposes an amendment to Section 1501, *Submission of Amendments and Changes*, of the County Zoning Ordinance to require applicants of certain types of conditional use zoning applications to foster communications with neighboring residents and property owners through a meeting or another communication mode. If an applicant does not conduct this activity, then a response must be provided to explain why such communication was not necessary. For those conditional use applications subject to this new requirement, a Neighborhood Communications Summary Report must be submitted prior to the Joint Planning Board meeting. This report – prepared by the applicant -- will provide a summary of the communications with neighbors or alternatively an explanation indicating why communication was not conducted.

The Neighbor Communications Summary Report would be required for conditional use zoning applications involving an existing or proposed agricultural or residential district when either (1) the rezoning involves more than ten acres and proposes an increase in density or (2) proposes a zero-lot line subdivision.

STAFF RECOMMENDATION

Staff **recommends approval** of the text amendment to Section 1501 of the Cumberland County Zoning Ordinance.

Attachments:
Zon-21-0005 Text Amendment

SECTION 1501. SUBMISSION OF AMENDMENTS AND CHANGES.

The Board of Commissioners may amend, supplement, change, modify, or repeal the provisions of this ordinance, including but not limited to: its regulation of, or the number, area, boundaries and classifications of the zoning districts, upon petition, recommendation of the Planning Board, or on its own motion, after public notice and hearing as provided by law. No amendment shall become effective unless and until it is first submitted to, considered by and reported on from the Planning Board and thereafter approved by the Board of Commissioners. The following provisions shall govern submissions for amendment of this ordinance.

A. Submission of Petition. Petitions for amendments to this ordinance shall be submitted in the form prescribed by the Director. Submissions by the Board of Commissioners or by the Joint Planning Board on its own initiative shall state the proposed amendment succinctly. When a petition for rezoning is made by a person other than the tax record property owner, a local government entity or authorized agent of the tax record owner or a local government, the application must provide certification that the property owner has received actual notice of the petition and a notice of the legislative hearing. Third-party down-zonings are prohibited unless initiated by the governing body.

(Amd. 01-19-10; Amd. 02-01-21)

B. Neighbor Communications Summary Report. The purpose of the neighbor communication summary is to educate the applicant and the neighbors about each other's interests, to attempt to resolve issues in a manner that respects those interests, and to identify unresolved issues. Examples of neighbor communications include a meeting or an information mailout or website that allows written response from the neighbors. The neighbor communication requirements of this section apply to all conditional rezoning applications for any agricultural or residential district that:

1. involves more than 10 acres and proposes an increase in density from what is existing, or
2. is a zero-lot line subdivision, as specified in the County's Subdivision Ordinance

To comply with the neighbor communication requirements, the applicant must submit a completed and signed summary report to the Planning and Inspections Department at least two working days prior to the scheduled public meeting of the Joint Planning Board. The report shall be on a form prescribed by the Director and submitted to the Joint Planning Board at the meeting. The form shall describe:

1. efforts to notify neighborhoods about the proposal (how and when notification occurred, and who was notified);
2. how information about the proposal was shared with neighborhoods (mailings, workshops or meetings, open houses, flyers, door-to-door handouts, etc.);
3. who was involved in the discussions;
4. suggestions and concerns raised by the neighborhoods; and

5. what specific changes to the development proposal were considered and/or made as a result of the communication with the neighborhoods.
6. if community communication was not conducted, an explanation as to why this activity did not occur.

C.B. Schedule for Public and Legislative Hearings. All petitions for amendments may be set for public meeting to be considered for recommendation by the Planning Board, and then shall be heard at a legislative hearing and decided by the Board of Commissioners according to their adopted regular meeting schedule.

(Amd. 02-01-21)

D.-C. Revisions to Petitions. If upon the initial review of the petition for amendment by the Planning and Inspections Staff, the petition is found to be inaccurate, incomplete or requires revision, or if the applicant of his own accord desires to make a change in the application for the petition, the petition may be rescheduled to the next available scheduled hearing.

(Amd. 02-01-21)

E.-D. Notice to Military Bases. All requests for amendments that would change or affect the permitted uses of land located five miles or less from the perimeter boundary of Fort Bragg, Pope Air Force Base, and/or Simmons Army Airfield shall be provided to the Commander of said bases in accordance with N. C. GEN. STAT. §160D-601.

(Amd. 02-19-08; Amd. 02-01-21)

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 October 18, 2021, in room 118 of the County Courthouse at 117 Dick Street to hear the following:

ZON-21-0004: text amendment for Cumberland County Zoning Ordinance, to create a new Section 112; pre-application meetings, mandating and providing direction for pre-application conference meetings prior to land development submittal; County (Applicant).

ZON-21-0005: text amendment for Cumberland County Zoning Ordinance; amending section 1501; to include new requirements for neighbor communications summary reports for all conditional zoning request applications for any agricultural or residential district that involves more than 10 acres and proposes an increase in density from what is existing or includes a zero-lot line subdivision; County (Applicant).

ZON-21-0007: rezoning 0.50 +/- ac R10 to C(P) or more restrictive zoning district; at 5725 Camden Road; David Ferruzzi (owner).

ZON-21-0008: rezoning of a portion of two lots on 0.58 +/- ac CD/CUD to R15/CUD or more restrictive zoning district; at 2241 & 2245 Mannington Dr; Pami Remodeling (owner)

ZON-21-0009: rezoning 10.32 +/- ac A1 to RR or more restrictive zoning district; north of Sanderosa Rd and east of Baywood Rd; R Chi, LLC (owner)

Bethany Land Use Plan: This Plan is to be used as a guide when making land use decisions within the Bethany area. The Plan covers an area generally defined on the south by Oak Grove Church Road; on the west by Wade-Stedman Road; on the north by N.C. Highway 13 (Goldsboro Road); and on the east by the South River/Sampson County. Copies of the draft Plan are located at the Cumberland County Planning & Inspections Department at 130 Gillespie Street, Fayetteville, NC. The draft plan may also be found on the Cumberland County Planning & Inspections website or the following link: <https://www.cumberlandcountync.gov/departments/planning-group/planning-and-inspections/planning/comprehensive-planning>

10/1, 11

5253089

Ad Order Number

0005253089

Sales Rep.

0090

Order Taker

0001

Order Source

Telephone

Order Invoice Text

CCBoC - 10/18/21 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

\$485.12

Tax Amount

\$0.00

Total Amount

\$485.12

Amount Due

\$485.12

Payment Method

Payment Amount

\$0.00

Ad Number

0005253089-01

Ad Type

CL Legal Line

Ad Size

: 1.0 X 64 cl

Color

<NONE>

Product

FO::

401 - Legals

Run Dates

10/4/2021, 10/11/2021

Inserts

2

Cost

\$465.92

OL::

401 - Legals

10/4/2021, 10/11/2021

2

\$19.20



PLANNING AND INSPECTIONS DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF OCTOBER 18, 2021

TO: BOARD OF COUNTY COMMISSIONERS

FROM: CUMBERLAND COUNTY JOINT PLANNING BOARD

DATE: 10/7/2021

SUBJECT: CASE ZON-21-0007

BACKGROUND

ZON-21-0007: Rezoning of 0.50 +/- acres from R10 Residential District to C(P) Planned Commercial District or to a more restrictive zoning district; located at 5725 Camden Road; submitted by Yarborough, Winters & Neville, P.A. (agent) on behalf of David Ferruzzi (owner).

RECOMMENDATION / PROPOSED ACTION

Planning Board Action: Recommended approval of the rezoning request from R10 Residential District to C(P) Planned Commercial District at the September 21, 2021 meeting for the reasons stated and as fully reflected in the minutes of the Planning Board Meeting which are incorporated herein by reference.

Staff Recommendation: In Case ZON-21-0007, the Planning and Inspections staff recommends approval of the rezoning request from R10 Residential District to C(P) Planned Commercial District. Staff finds the request is consistent with the Southwest Cumberland Land Use Plan (2013) 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) Planned Commercial District would allow an atmosphere that supports existing and future commercial activities while complimenting the existing residential area 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 ZON-21-0007, I move to approve the rezoning request from R10 Residential District to C(P) Planned Commercial District and find that the request is consistent with the Southwest Cumberland Land Use Plan, which calls for Heavy Commercial. Approval of the request is reasonable and in the public interest because

the C(P) Planned Commercial District would allow an atmosphere that supports existing and future commercial activities while complementing the surrounding residential area and 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 ZON-21-0007, I move to deny the rezoning request from R10 Residential District to C(P) Planned Commercial District and find that the request is not consistent with the Southwest Cumberland Land Use Plan which calls for Heavy Commercial. 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

OCTOBER 7, 2021

MEMO TO: Cumberland County Board of Commissioners

FROM: Cumberland County Joint Planning Board

SUBJECT: ZON-21-0007: Rezoning of 0.50 +/- acres from R10 Residential District to C(P) Planned Commercial District or to a more restrictive zoning district; located at 5725 Camden Road; submitted by Yarborough, Winters & Neville, P.A. (agent) on behalf of David Ferruzzi (owner).

ACTION: Recommended approval of the rezoning request from R10 Residential District to C(P) Planned Commercial District at the September 21, 2021 meeting for the reasons stated and as fully reflected in the minutes of the Planning Board Meeting which are incorporated herein by reference.

MINUTES OF SEPTEMBER 21, 2021

In Case ZON-21-0007, the Planning and Inspections staff recommends approval of the rezoning request from R10 Residential District to C(P) Planned Commercial District. Staff finds the request is consistent with the Southwest Cumberland Land Use Plan (2013) 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) Planned Commercial District would allow an atmosphere that supports existing and future commercial activities while complimenting the existing residential area that would be compatible and in harmony with the surrounding land use activities and zoning.

In Case ZON-21-0007, Mrs. Moody made a motion, seconded by Mrs. McLaughlin to recommend approval of the rezoning request R10 Residential District to C(P) Planned Commercial District. Staff finds the request is consistent with the Southwest Cumberland Land Use Plan (2013) 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) Planned Commercial District would allow an atmosphere that supports existing and future commercial activities while complimenting the existing residential area 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.



NORTH CAROLINA
PLANNING & INSPECTIONS

PLANNING STAFF REPORT
REZONING CASE # ZON-21-0007
Planning Board Meeting: Sept. 21, 2021

Location: 5725 Camden Road
Jurisdiction: County - Unincorporated

REQUEST

Rezoning R10 to C(P)

Applicant requests a rezoning from R10 Residential District to C(P) Planned Commercial District for approximately 0.50 +/- acres located at 5725 Camden Road. This would allow the property to develop into a retail shopping area and other permitted commercial uses. The applicant is requesting a commercial zoning consistent with the comprehensive plan to facilitate marketing of the property. 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:

Yarborough, Winters & Neville, P.A. (agent) on behalf of David Ferruzzi (owner)

ADDRESS/LOCATION: Located at 5725 Camden Road Refer to Exhibit "A", Site Location. REID number: 0404886680000. The property abuts the Town of Hope Mills municipal boundary at its southern parcel line.

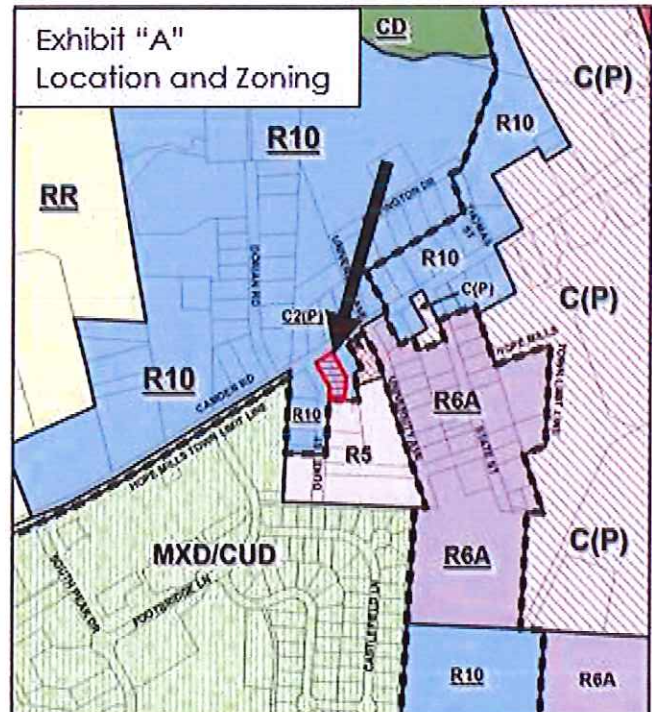
SIZE: 0.50 +/- acres within one parcel. The property has approximately 96.2 +/- feet of street frontage along the south side of Camden Road and 206 +/- feet of frontage along Duke Street. The property has a depth of about 240 feet.

EXISTING ZONING: The property is zoned R10 Residential District which is a dormant district and has been replaced with the R7.5 Residential District. This district is designed primarily for single-family dwellings on lots with a lot of area of 7,500 square feet or above

EXISTING LAND USE: The parcel is occupied by a vacant residence. Exhibit "B" shows the existing use of the subject property.

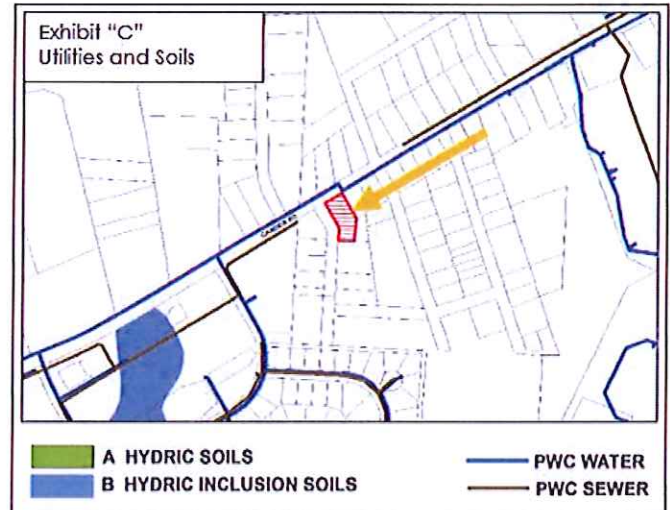
SURROUNDING LAND USE: Exhibit "B" illustrates the following:

- North:** Single-family residences on property zoned R10.
- East:** One single-family residence abuts the subject site on parcels zoned R10. The parcel beyond the residential lot is vacant on property zoned C2(P). Further east, there are more residences on property zoned R6A and R10 surrounding lots zoned C(P); two vacant lots and a manufactured home. There are large commercial developments zoned C(P) abutting Main St, approximately 1000 ft to the east.
- West:** Residences and vacant lots are located to the west zoned R10 and RR. The mixed use, Milestone Town Center, is one lot removed from the subject site.



South: Directly south are vacant and wooded properties zoned R5. Further south is a residential subdivision which is a part of the Milestone Town Center mixed use development.

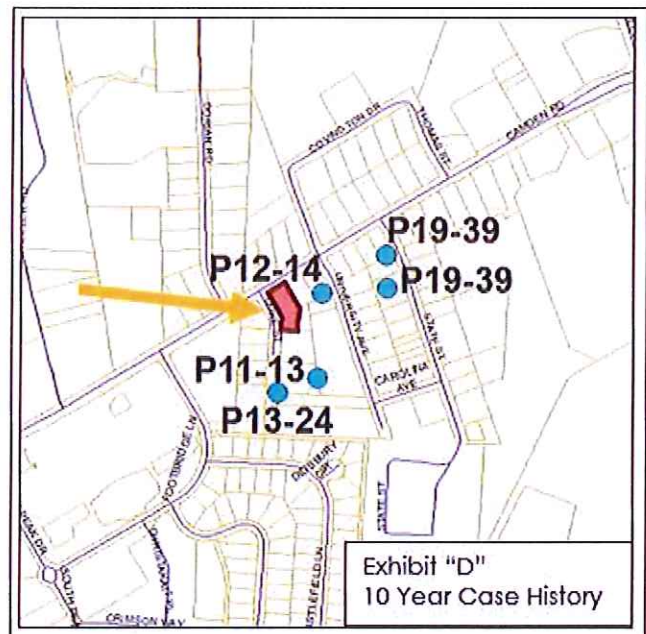
OTHER SITE CHARACTERISTICS: The site is not located in a Watershed or a Special Flood Hazard Area according to the County Engineering Department. The subject property, as delineated in Exhibit "C", illustrates no presence of hydric or hydric inclusion soils.



TEN YEAR ZONE CASE HISTORY:

Exhibit "D" denotes the location of the area zoning case history described below

- **P11-13:** Initial to C2(P); **Approved;** 6.86 acres
- **P12-14:** Initial to C2(P); **Approved;** 0.58 acres
- **P13-24:** C2(P) to R5; **Approved;** 6.86 acres
- **P19-39:** R10 & R6A to C(P); **Approved;** 0.57 acres
- **P19-39:** R6A to C(P); **Withdrawn;** 0.55 acres



DEVELOPMENT REVIEW: Subdivision review by the Planning & Inspections Department will be required prior to any division of land. County staff have reached out to Hope Mills staff and have received no comment.

The C(P) Planned Commercial District Zoning District is designed to assure the grouping of buildings on a parcel of land so as to constitute a harmonious, efficient and convenient retail shopping area. Site plans assure traffic safety and the harmonious and beneficial relations between the commercial area and contiguous land. To promote the essential design features with the C(P) district, plan approval is a requirement.

Types of uses specifically permitted in the C(P) include bars/nightclubs, distilleries, manufactured homes sales, mini-warehouses, motor vehicle repair/body shop, and trailer rentals.

Some existing residences occur within close proximity to this site, which raises the concern of being intrusive and compatibility concerns to neighboring residential properties or in the area.

Other zoning district options available under the Zoning Ordinance include, C1(P) Planned Local Business District. This district is designed to cater to the ordinary shopping needs of the immediate neighborhood with emphasis on convenience goods. This district is customarily located adjacent to an arterial street and generally surrounded by residential areas, as in this case. Additionally, this zoning district is designed to promote the essential design features with the C1(P) district, plan approval is a requirement.

Additionally, the C2(P) Planned Service and Retail 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. Close by is a parcel of similar size at 0.58 acres with this subject site and within close proximity to the east zoned C2(P) approved in accordance with approval P12-14.

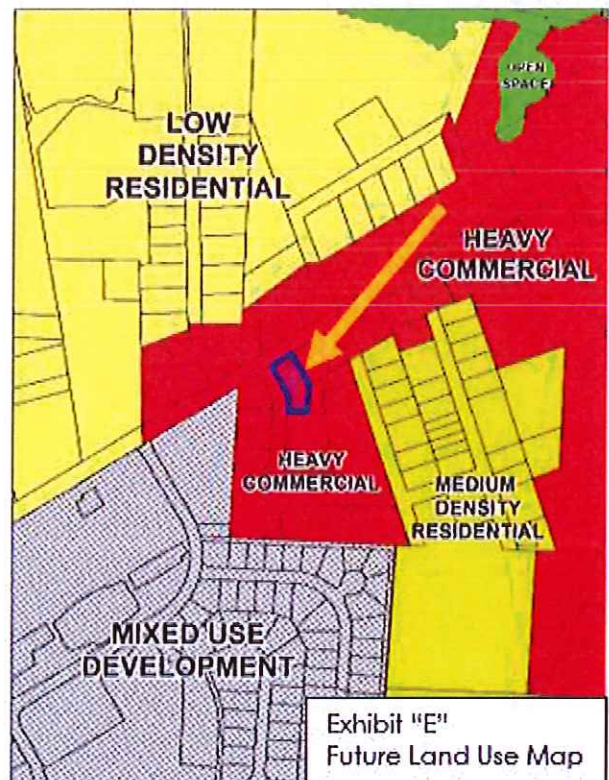
DIMENSIONAL PROVISIONS FOR REQUESTED DISTRICT:

Minimum Standard	R10 (Existing Zoning)	C(P) (Proposed)
Front Yard Setback	30 feet	50 feet from ROW, 80 feet from CL
Side Yard Setback	10 feet: 1 story, 15 feet: 2 story	30 feet (60' for 120' tower)
Rear Yard Setback	35 feet	30 feet (60' for 120' tower)
Lot Area	7,500 sq. ft.	N/A
Lot Width	75'	N/A

COMPREHENSIVE PLANS: Located in the Southwest Cumberland Land Use Plan (2013), the subject property is designated as Heavy Commercial, intended to create an atmosphere that supports existing and future commercial activities while complimenting the existing residential area; encourage and foster economic development that is harmonious with the character of the area; respects environmentally sensitive areas; well-designed and attractive; located in areas with sufficient infrastructure to support the type of commercial activities), as shown within Exhibit "E". The Heavy Commercial designation, in the Southwest Cumberland Land Use Plan, calls for the associated zoning district of C(P). **Request is consistent with the adopted land use map.**

APPLICABLE PLAN GOALS/POLICIES:

- Commercial development must be constructed so as not to impact the privacy of residential areas on the ground or by air (height).
- All commercial development in an established residential area should be in harmony with the area in scale, size, appearance, and accessibility.
- Any neighborhood, community or regional oriented commercial development shall be required to install deceleration lanes when they take access from any classified thoroughfare.
- Prohibit uncoordinated strip commercial development.
- The location of commercial development should take into consideration the potential for providing employment and service convenience for nearby living areas so as to reduce travel.
- Limit the intrusion of new commercial activities in established residential areas.



IMPACTS ON LOCAL INFRASTRUCTURE AND/OR FACILITIES

UTILITIES: PWC sewer lines are not next to the property. The nearest PWC sewer line is approximately 450 feet from the subject site. PWC water is available along the frontage of Camden Road. It is the applicant's responsibility to determine if this utility will serve their development. Utilities for water are shown on Exhibit "C". This site is in the Hope Mills MIA which will require the extender to enter to an agreement with Hope Mills for desired services.

TRAFFIC: According to the Fayetteville Area Metropolitan Planning Organization (MPO), the subject property is located on Camden Road, which is identified as a thoroughfare needing improvement in the Metropolitan Transportation Plan. Camden Road is identified in the Transportation Improvement Plan as U-3422, a widening project from Bragg Boulevard to Hope Mills Road. Right-of-way is scheduled for FY 2021, and construction is scheduled for FY2023. Camden Road is classified as a minor arterial with a 2019 AADT of 25,500.

SCHOOLS CAPACITY/ENROLLMENT:

School	Capacity	Enrollment
C. Wayne Collier Elem	600	442
South View Mid	900	648
South View High	1800	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 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. Furthermore, submission of building plans drawn to-scale are required for new construction or renovation.

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: This is a conventional zoning and there are no conditions at this time.

CODE DEVIATIONS: No deviations have been identified.

STAFF RECOMMENDATION

In Case ZON-21-0007, the Planning and Inspections staff **recommends approval** of the rezoning request from R10 Residential District to C(P) Planned Commercial District. Staff finds the request is consistent with the Southwest Cumberland Land Use Plan (2013) 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) Planned Commercial District would allow an atmosphere that supports existing and future commercial activities while complimenting the existing residential area that would be compatible and in harmony with the surrounding land use activities and zoning.

Attachments:
Notification Mailing List

ATTACHMENT – MAILING LIST

BELTRE, LOURDES
3216 UNIVERSITY AVE
BELTRE, LOURDES

BOSTIC, EMMA I
5778 CAMDEN RD
FAYETTEVILLE, NC 28306

CASTLEFIELD AT MILLSTONE
HOMEOWNERS ASSOC. INC
PO BOX 87555
FAYETTEVILLE, NC 28304

ERICKSON, BRUCE; BRUCE, A RS II
3215 DORIAN RD
FAYETTEVILLE, NC 28306

ERICKSON, GISELA M
3257 DORIAN RD
FAYETTEVILLE, NC 28306

FRANGOS, LOUIS;& OURANIA
861 DUVAL DR
HOPE MILLS, NC 28348

HAMMONDS, CHRISTOPHER JUNIOR
3348 STATE ST
FAYETTEVILLE, NC 28306

HOEHNE, ROBERT J;& DEBORA P
4008 BAFFLE CIR
HOPE MILLS, NC 28348

KELLY, MICHAEL; &PATRICK
3330 DUKE ST
FAYETTEVILLE, NC 28306

LANDFALL PARTNERS LLC
PO BOX 87555
FAYETTEVILLE, NC 28306

BAKER, ELLON CASHWELL
PO BOX 32
HOPE MILLS, NC 28348

BRADFORD, LINDA; &
ALEXANDER J LINNEHAN RS
3211 UNIVERSITY AVE
FAYETTEVILLE, NC 28306

CITY PROPERTY LLC
203 BLOUNT ST
FAYETTEVILLE, NC 28301

ERICKSON, GISELA M
3257 DORIAN RD
FAYETTEVILLE, NC 28306

FERRUZZI, DAVID F
6809 TOWBRIDGE RD
FAYETTEVILLE, NC 28304

FRANGOS, SONTERIOS ELIAS
430 DWIREWOOD RD
FAYETTEVILLE, NC 28306

HENSON, JEFFREY
1122 TIMBER DR
HOPE MILLS, NC 28348

HOLDER, HELEN E;& LESLIE REEVES
5812 CAMDEN RD
FAYETTEVILLE, NC 28306

LAMBERT, WILSON
1202 CASTLE ROCK DR
FAYETTEVILLE, NC 28304

LANDSTONE LLC
PO BOX 87555
FAYETTEVILLE, NC 28306

BLEDSON, KIMBERLY;ROSS, SABRINA;
RUSSELL, SHANNON FOWLER;
FOWLER, JASON
6400 EMU DR
HOPEMILLS, NC 28348

BRELOSKI, DALE; & TINA M
3356 STATE ST
FAYETTEVILLE, NC 28306

DAVIS, DERRICK M
3405 CASTLEFIELD LN
FAYETTEVILLE, NC 28306

FERRUZZI, DAVID F
6809 TOWBRIDGE RD
FAYETTEVILLE, NC 28306

FOWLER, MARY L LIFE ESTATE
5660 CAMDEN RD
FAYETTEVILLE, NC 28303

GRIMES VENTURES, LLC
3918 COLORADO DR
GREENVILLE, NC 27858

HERRON, GENO
3413 CASTLEFIELD LN
FAYETTEVILLE, NC 28306

KELLY, LEONARD J III
3727 MARANATHA DR
FAYETTEVILLE, NC 28304

LAND, HOWARD K
3246 DORIAN RD
FAYETTEVILLE, NC 28304

LASALLE, ARTHUR J JR;& KATHLEEN W
5732 CAMDEN RD
FAYETTEVILLE, NC 28304

MARINARO, MATTHEW DYLAN
3319 STATE ST
CHAPEL HILL, NC 27517

MILLSTONE MASTER OWNERS ASSOC
INC
PO BOX 87555
FAYETTEVILLE, NC 28306

MILLSTONE PARTNERS LLC
1414 RALEIGH RD 410
FAYETTEVILLE, NC 28306

MOREL, LELAND J;& HEATHER J
5742 CAMDEN RD
FAYETTEVILLE, NC 28314

MORENO, BRIAN CURTIS;& PATRICIA
ANN
3327 STATES ST
FAYETTEVILLE, NC 28306

NIXON, COREY M.;& MARY
6318 BENT TREE DR
FAYETTEVILLE, NC 28306

PARKER, WATUS H
5670 CAMDEN RD
FAYETTEVILLE, NC 28306

PROCTOR, CHARLES M;HOEHNE,
DEBORA P
3373 UNIVERSITY AVE
FAYETTEVILLE, NC 28306

QUINONES, ROLANDO
3357 UNIVERSITY AVE
FAYETTEVILLE, NC 28314

RAY, JEFFREY D
3206 UNIVERSITY AVE
FAYETTEVILLE, NC 28306

RICH, GREGORY P;& LANZHEN Q
404 HARLOW DR
FAYETTEVILLE, NC 28306

ROSS, DORIS ANN
6520 JACOBS CREEK CIR
FAYETTEVILLE, NC 28306

SASSER, DAVID C
5766 CAMDEN RD
FAYETTEVILLE, NC 28304

SATTELMAYER, DAVID M
3421 CASTLEFIELD LN
RAEFORD, NC 28376

SENTINEL GROUP LLC
1251 OLIVER ST
HOPE MILLS, NC 28348

SERVERINO, DILCIA M;& LUIS PERALTA
142 N COPPER CREEK
FAYETTEVILLE, NC 28314

SHERMAN, LINDA D
5848 ROCKFISH RD
FAYETTEVILLE, NC 28306

SHUPE, KACEY PARK
6005 CHESHIRE CT
WADE, NC 28395

SIMMONS, KAREN
5681 CAMDEN RD
FAYETTEVILLE, NC 28314

SMITH, PHILLIP NORWOOD
PO BOX 156
FAYETTEVILLE, NC 28306

SPRINGS PROPERTY MANAGEMENT
LLC
4223 FERNCREEK DR
HOPE MILLS, NC 28348

STORM, KAY MERRITT
3243 DORIAN RD
FAYETTEVILLE, NC 28306

T&R PROPERTIES OF FAY LLC
4611 SALEM PRINCE DR
FAYETTEVILLE, NC 28306

VANICK, PATTIE ANN HEIRS
3368 STATE ST
HOPE MILLS, NC 28348

WALSTON, HEITH ERIKSON
5741 CAMDEN ROAD
FAYETTEVILLE, NC 28306

WALTERS, JAMES R;ROSEMARY;W,
GILMORE
PO BOX 339
FAYETTEVILLE, NC 28306

WATTS, THOMAS DUDLEY
5704 CAMDEN RD
FAYETTEVILLE, NC 28303

WILLIAMS, JANET K
5673 CAMDEN RD
FAYETTEVILLE, NC28306

FAYETTEVILLE PUBLISHING COMPANY
 458 Whitfield Street, Fayetteville, NC 28306
 Phone (910) 678-9000 Toll Free 1-800-345-9895 Fax (910) 323-1451

Order Confirmation

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ZON-21-0008: rezoning of a portion of two lots on 0.58 +/- ac CD/CUD to R15/CUD or more restrictive zoning district; at 2241 & 2245 Mannington Dr; Pam Remodeling (owner)

ZON-21-0009: rezoning 10.32 +/- ac A1 to RR or more restrictive zoning district; north of Sanderosa Rd and east of Baywood Rd; R Chi, LLC (owner)

Bethany Land Use Plan: This Plan is to be used as a guide when making land use decisions within the Bethany area. The Plan covers an area generally defined on the south by Oak Grove Church Road; on the west by Wade-Stedman Road; on the north by N.C. Highway 13 (Goldsboro Road); and on the east by the South River/Sampson County. Copies of the draft Plan are located at the Cumberland County Planning & Inspections Department at 130 Gillespie Street, Fayetteville, NC. The draft plan may also be found on the Cumberland County Planning & Inspections website or the following link: <https://www.cumberlandcountync.gov/departments/planning-group/planning-and-inspections/planning/comprehensive-planning>
 10/1, 11 5253089

Ad Order Number

0005253089

Sales Rep.

0090

Order Taker

0001

Order Source

Telephone

Order Invoice Text

CCBoC - 10/18/21 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

\$485.12

Tax Amount

\$0.00

Total Amount

\$485.12

Amount Due

\$485.12

Payment Method

Payment Amount

\$0.00

Ad Number

0005253089-01

Ad Type

CL Legal Line

Ad Size

: 1.0 X 64 cl

Color

<NONE>

Product

Placement/Classification

Run Dates

Inserts

Cost

FO::

401 - Legals

10/4/2021, 10/11/2021

2

\$465.92

OL::

401 - Legals

10/4/2021, 10/11/2021

2

\$19.20



PLANNING AND INSPECTIONS DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF OCTOBER 18, 2021

TO: BOARD OF COUNTY COMMISSIONERS

FROM: CUMBERLAND COUNTY JOINT PLANNING BOARD

DATE: 10/7/2021

SUBJECT: CASE ZON-21-0008

BACKGROUND

ZON-21-0008: Rezoning of a portion of two lots on 0.58 +/- acres from CD Conservancy District/CUD Conditional Use District to R15 Residential District/ Conditional Use District or a more restrictive district; located at 2241 & 2245 Mannington Drive; submitted by Moorman, Kaiser, And Reitzel, Inc. on behalf of Pami Remodeling (Owner).

RECOMMENDATION / PROPOSED ACTION

Planning Board Action: Recommended approval of the rezoning request from CD Conservancy District/ CUD Conditional Use District to R15 Residential District/ CUD Conditional Use District at the September 21, 2021 meeting for the reasons stated and as fully reflected in the minutes of the Planning Board Meeting which are incorporated herein by reference.

Staff Recommendation: In Case ZON-21-0008, the Planning and Inspections staff recommends approval of the rezoning request from CD Conservancy District/ CUD Conditional Use District to R15 Residential District/ CUD Conditional Use District and finds: A. The approval is an amendment to the adopted, current South Central Land Use Plan; and that the Board of Commissioners should not require any additional request or application for amendment to said map for this request. B. The applicant has petitioned to amend the existing flood maps to remove the flood boundaries from the affected lots. C. The existing land use plan designation of "open space" is based off the existing flood hazard lines. The request is reasonable and in the public interest because the requested district would allow development 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 ZON-21-0008, I move to approve the rezoning request from CD Conservancy District/ CUD Conditional Use District to R15 Residential District/CUD Conditional Use District, subject to conditions of approval of Case P10-09 and find:

1. Approval is an amendment to the adopted, current South Central Land Use Plan; and that the Board of Commissioners should not require any additional request or application for amendment to said map for this request.
2. The applicant has petitioned to amend the existing flood maps to remove the flood boundaries from the affected lots. The existing land use plan designation of “open space” is based off the existing flood hazard lines.
3. The request is reasonable and in the public interest because the requested district would allow development 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 ZON-21-0008, I move to deny the rezoning request from CD Conservancy District/ CUD Conditional Use District to R15 Residential District/ CUD Conditional Use District and find that the request is not consistent with the South Central Land Use Plan, which calls for Open Space. 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

OCTOBER 7, 2021

MEMO TO: Cumberland County Board of Commissioners

FROM: Cumberland County Joint Planning Board

SUBJECT: ZON-21-0008: Rezoning of a portion of two lots on 0.58 +/- acres from CD Conservancy District/CUD Conditional Use District to R15 Residential District/ Conditional Use District or a more restrictive district; located at 2241 & 2245 Mannington Drive; submitted by Moorman, Kaiser, And Reitzel, Inc. on behalf of Pami Remodeling (Owner).

ACTION: Recommended approval of the rezoning request from from CD Conservancy District/ CUD Conditional Use District to R15 Residential District/ CUD Conditional Use District at the September 21, 2021 meeting for the reasons stated and as fully reflected in the minutes of the Planning Board Meeting which are incorporated herein by reference.

MINUTES OF SEPTEMBER 21, 2021

In Case ZON-21-0008, the Planning and Inspections staff recommends approval of the rezoning request from CD Conservancy District/ CUD Conditional Use District to R15 Residential District/ CUD Conditional Use District and finds: A. The approval is an amendment to the adopted, current South Central Land Use Plan; and that the Board of Commissioners should not require any additional request or application for amendment to said map for this request. B. The applicant has petitioned to amend the existing flood maps to remove the flood boundaries from the affected lots. C. The existing land use plan designation of "open space" is based off the existing flood hazard lines. The request is reasonable and in the public interest because the requested district would allow development that would be compatible and in harmony with the surrounding land use activities and zoning.

In Case ZON-21-0008, Mrs. Moody made a motion, seconded by Mrs. McLaughlin to recommend approval of the rezoning request from CD Conservancy District/ CUD Conditional Use District to R15 Residential District/ CUD Conditional Use District and finds: A. The approval is an amendment to the adopted, current South Central Land Use Plan; and that the Board of Commissioners should not require any additional request or application for amendment to said map for this request. B. The applicant has petitioned to amend the existing flood maps to remove the flood boundaries from the affected lots. C. The existing land use plan designation of "open space" is based off the existing flood hazard lines. The request is reasonable and in the public interest because the requested district would allow development 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.

REQUEST

Rezoning CD/CUD to R15/CUD

The intent by the applicant is to expand the buildable area for future home sites for lots 302 and 303 of the Village at Rockfish Plat, which have a portion of the lots assigned both R15 District and Conservancy District (CD). The CD district is designed to preserve and protect identifiable natural resources from urban encroachment. The applicant has coordinated with FEMA to re-evaluate the placement of flood lines (see application materials). Therefore, to develop the subject properties, the applicant must still seek a rezoning to expand the existing R15/CUD district within that rear area portion of both lots to negate the existing CD/CUD District. This is a modification to a conditional zone case and does not request to alter the conditions approved for case P10-09 (Refer to Exhibit "H"). Should this rezone request be granted, this site would be subject to the conditions of approval of P10-09, particularly under subsection, "Site - Related" condition #8 which requires that all uses, dimensions, setbacks and other related provisions of the County Subdivision and Zoning Ordinance for the CD/CUD and R15/CUD zoning districts and the Permit must be complied with, as applicable. (The existing plat is shown in Exhibit "F" of the Staff Report and a copy of the previously approved conditions are provided as Exhibit "G".)

PROPERTY INFORMATION

OWNER/APPLICANT:

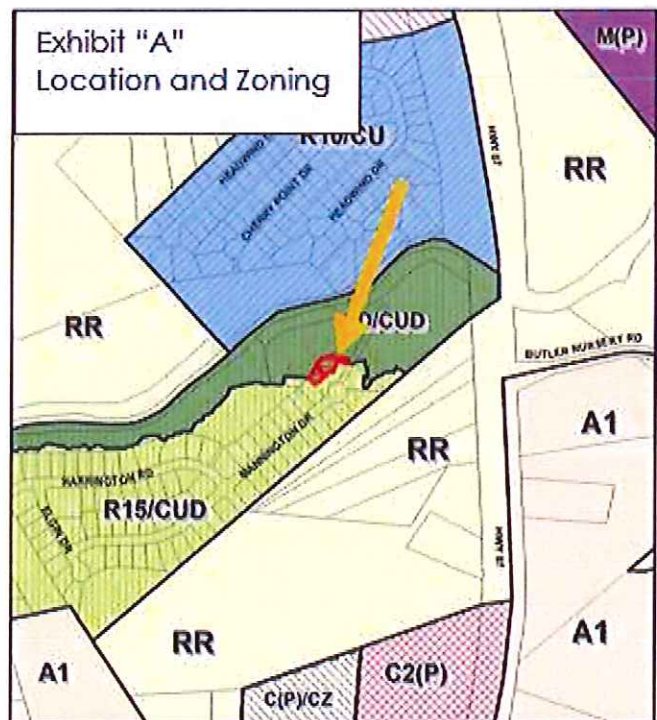
Moorman, Kaiser, And Reitzel, Inc. on behalf of Pami Remodeling (Owner)

ADDRESS/LOCATION: Located at 2241 & 2245 Mannington Drive Refer to Exhibit "A", Site Location. REID numbers: 0443587534000 & 0443587691000.

SIZE: 2241 Mannington Dr: 0.20 +/- acres within Lot 302. The property has approximately 78 +/- feet of street frontage along the north side of Mannington Drive. The property has a depth of about 130 feet. 2245 Mannington Dr: 0.38 +/- acres within lot 303. The property has approximately 27.6 +/- feet of street frontage along the north side of Mannington Drive. The property has a depth of about 150 feet.

EXISTING ZONING: The property is zoned R15 Residential District which is a district designed primarily for single-family dwelling units with a lot area of 15,000 square feet or above.

EXISTING LAND USE: The lots are vacant. Exhibit "B" shows the existing use of the subject properties.



SURROUNDING LAND USE: Exhibit "B" illustrates the following:

- North:** Vacant and wooded lots buffer the river to the north and are zoned CD/CUD and R10 CU. Further north is the Grays Creek Villas subdivision on property zoned R10 CU.
- East:** Vacant and wooded lots, included in the Village at Rockfish subdivision and zoned R15/CUD and CD/CUD, buffer the subject site and Highway 87.
- West:** The lots to the west are included in the Village at Rockfish subdivision and zoned R15/CUD and CD/CUD.
- South:** Directly south are vacant lots included in the subject subdivision. Further south are vacant and wooded properties zoned RR.

OTHER SITE CHARACTERISTICS: The site is not located in a Watershed. The properties were previously located within a Special Flood Hazard Area. The property owner applied to FEMA to re-evaluate the placement of flood lines. Applicant has provided documentation for the applicable subject site identified as portions of Lots 302 and 303, Village of Rockfish, Phase One, Section Three. Case No. 21-04-2844A dated June 04, 2021, LOMR-F Determination Document (REMOVAL) from the Federal Emergency Management Agency as supporting documentation for this request (see Exhibit "H").

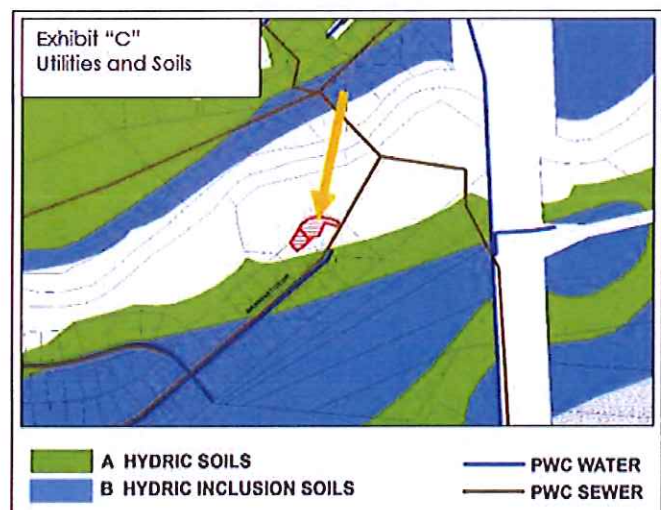
Staff has reached out the Engineering Department for comments regarding applicant request, and received:

"Floodplain line is established by FEMA. The maps were adopted and became effective in 2007. If somebody wants to alter or move the floodplain line, say for example by using compacted fill, then they can apply for a County floodplain permit thru our department. We would then create conditions on the permit that would limit boundaries, require compaction tests at a minimum. Once this has been finalized, they can move to the next step.

Next step of removing the area of fill from the FEMA floodplain maps, they could apply for a Letter of Map Revision based on Fill (LOMR-F) through the State. The applicant in this case did such and had only the area of fill (legal description) removed from the floodplain.

So, to give my opinion concerning your question about the CD zoning line, the county planning board and commissioners typically let rezoning cases be allowed to the 100-year floodplain line. Which in this case was legally moved by the LOMR-F."

The subject property, as delineated in Exhibit "C" illustrates no presence of hydric nor hydric inclusion soils.

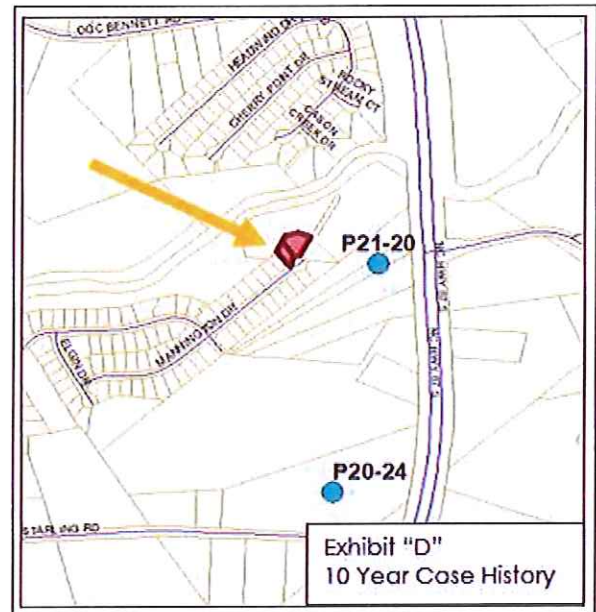


TEN YEAR ZONE CASE HISOTRY:

Exhibit "D" denotes the location of the zoning case history described below.

- **P20-24:** RR to C2(P) & C(P)/ CZ for Mini-warehousing and Outside Storage; **Approved;** 13.35 acres
- **P21-20:** RR to R7.5/CZ; **Withdrawn;** 1.85 acres

DEVELOPMENT REVIEW: This case has an associated modification case, MOD-0002-21, which is the revision to site plan for the subject lots. These lots are part of a previously approved subdivision (Plat Bk. 139, Pg. 164). Staff had no other comments related to subdivision ordinance.



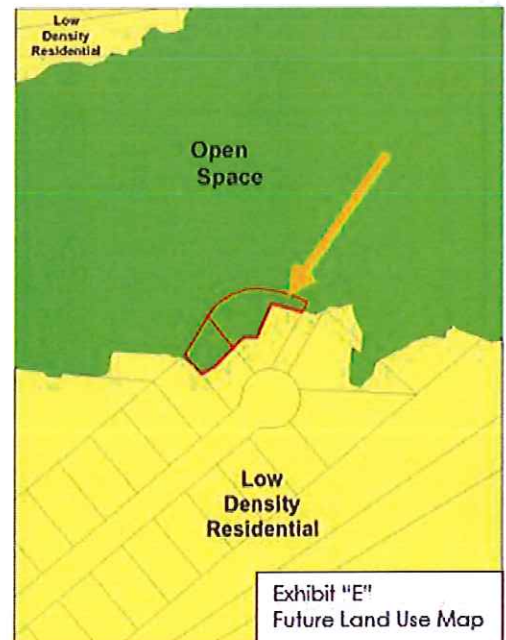
DIMENSIONAL PROVISIONS FOR REQUESTED DISTRICT:

Minimum Standard	CD/CUD (Existing Zoning)	R15/CUD (Proposed)
Front Yard Setback	50 feet from ROW, 80 feet from CL	30 feet
Side Yard Setback	50 feet	10 feet: 1 story, 15 feet: 2 story
Rear Yard Setback	50 feet	35 feet
Lot Area	N/A	15,000 feet ²
Lot Width	N/A	75 feet

COMPREHENSIVE PLANS: Located in the South Central Land Use Plan (2015), the subject property is designated as Low Density Residential and Open Space, as shown within Exhibit "E". The Low-Density Residential designation and Open Space designation, in the Southwest Cumberland Land Use Plan, calls for associated zoning districts R7.5 and R15 and CD, respectively. **Request is not consistent with the adopted land use plan.** If the zoning change is approved, the most appropriate future land use map designation that will be administratively assigned to the subject area is Low Density Residential.

APPLICABLE PLAN GOALS/POLICIES:

- Maintain the stability, character and density of existing sound neighborhoods.
- Protect and preserve environmentally sensitive areas and natural resources.



IMPACTS ON LOCAL INFRASTRUCTURE AND/OR FACILITIES

UTILITIES: PWC water and sewer utilities are available along the Mannington Drive frontage. It is the applicant's responsibility to determine if these utilities will serve their development. Utilities for water and sewer are shown on Exhibit "C".

TRAFFIC: According the Fayetteville Area Metropolitan Planning Organization (FAMPO), the subject property sits on Mannington 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.

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 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 section 503 of the NC 2018 Fire Code where required.

SPECIAL DISTRICTS: The property is located within the Fayetteville Regional Airport Overlay District, but not within five miles of Fort Bragg Military Base. The director the Fayetteville Regional Airport has no objections regarding this request.

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. The applicant is seeking to maintain the conditions already present on the property from zone case P10-09.

CODE DEVIATIONS: No code deviations have been identified at this time.

STAFF RECOMMENDATION

In Case ZON-21-0008, the Planning and Inspections staff **recommends approval** of the rezoning request from CD Conservancy District/ CUD Conditional Use District to R15 Residential District/ CUD Conditional Use District and finds:

- a. The approval is an amendment to the adopted, current South Central Land Use Plan; and that the Board of Commissioners should not require any additional request or application for amendment to said map for this request.
- b. The applicant has petitioned to amend the existing flood maps to remove the flood boundaries from the affected lots.
- c. The existing land use plan designation of "open space" is based off the existing flood hazard lines. The request is reasonable and in the public interest because the requested district would allow development that would be compatible and in harmony with the surrounding land use activities and zoning.

Attachments:
Notification Mailing List

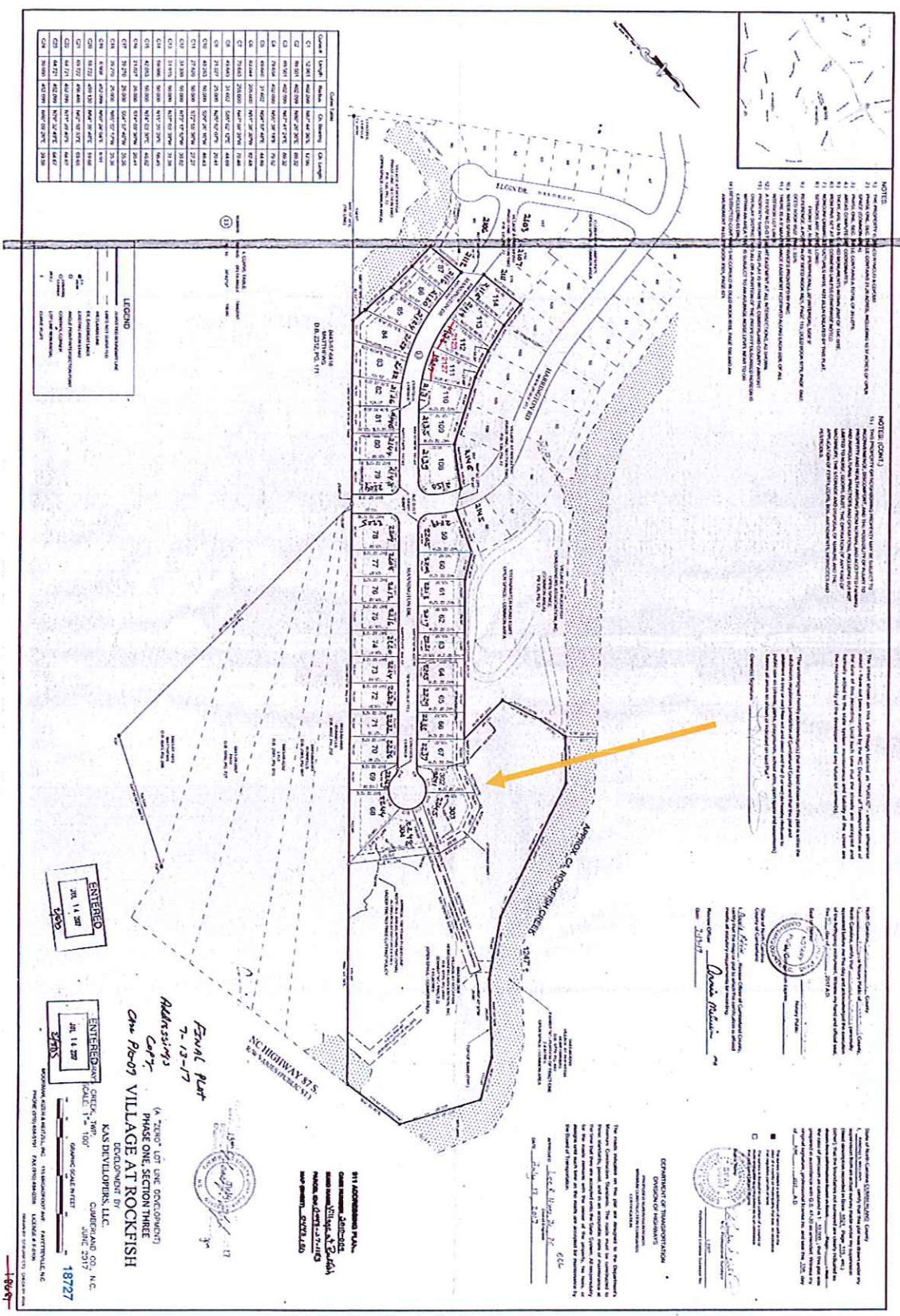


EXHIBIT "G"
CONDITIONS OF APPROVAL

Conditional Use District & Permit

Ordinance Related Conditions

Permit-Related:

1. The owner/developer(s) of these lots must obtain detailed instructions on provisions of the County Zoning Ordinance and permits required to place any structure within this development from the County Code Enforcement Section, Room 101 in the Historic Courthouse at 130 Gillespie Street. For additional information, the developer should contact a Code Enforcement Officer.
2. Connection to public water and sewer is required, the Public Works Commission (PWC) must approve water and sewer plans prior to application for any permits. A copy of the PWC approval must be provided to Code Enforcement at the time of application for building/zoning permits. (Section 2306 A.1, Public Water and Sewer Systems County Subdivision Ordinance)
3. 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 Division of Water Quality, North Carolina Department of Environment and Natural Resources. If one acre or more of land is to be disturbed, prior to the issuance of any building/zoning permits for this site, a copy of the State's *Post-Construction Permit* must be provided to County Code Enforcement.
4. For any new development where the developer disturbs or intends to disturb more than one acre of land, the developer must provide the Code Enforcement Section with an approved NC Department of Environment and Natural Resources (NCDENR) sedimentation and erosion control plan (S&E) prior to any application for permits. (Note: If any retention/detention basins are required for state approval of this plan, then three copies of a revised plan must be submitted and approved by Planning & Inspections prior to application for any building/zoning permits.) A copy of the NCDENR approval must be provided to Code Enforcement at the time of application for any building/zoning permits.
5. The developer must provide a site-specific address and tax parcel number at the time of building/zoning permit application.
6. The *Special Flood Hazard Area* (SFHA) exists on this tract; any development within SFHA must have first flood elevations, including all mechanical and electrical equipment above base flood elevation (BFE) plus two feet of freeboard. Proper flood plain development permits are required, issued by the County Engineer, prior to any building/permit application. A copy of the approved flood plain permit must be provided to Code Enforcement at the time of building/zoning permit applications.
7. 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.

Site-Related:

8. All uses, dimensions, setbacks and other related provisions of the County Subdivision and Zoning Ordinances for the CD/CUD & R15/CUD zoning districts and the Permit must be complied with, as applicable.
9. All corner lots and lots fronting more than one street must provide front yard setbacks from each street.
10. This conditional approval is not approval of any freestanding signs. If a freestanding sign is desired, re-submittal of the site plan for staff review and approval 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.)
11. All applicable provisions of Section 2401, "Group Developments", County Subdivision Ordinance, must be complied with.

12. Curbs and gutters must meet the NC Department of Transportation's (NCDOT) standards and specifications or the City of Fayetteville street specifications, whichever standard is more stringent. Rolled concrete curb, if required, must not be less than 24 inches in width. (Section 2304 B.4, Curbs and Gutters, County Subdivision Ordinance)
13. For any new development, an adequate drainage system must be installed by the developer in accordance with the NC Department of Environment and Natural Resources' (NCDENR) *Manual on Best Management Practices* and all drainage ways must be kept clean and free of debris. (Section 2306 D, County Subdivision Ordinance)
14. Fire hydrants must be installed along all proposed streets and drives; hydrants must be located no further than 1,000 feet apart and at a maximum of 500 feet from any lot. (Section 2306 B, Fire hydrants, County Subdivision Ordinance)
15. For new development, all utilities, except for 25kv or greater electrical lines, must be located underground. (Section 2306 C, County Subdivision Ordinance)
16. The owner/developer shall secure and maintain the detention/retention basin, keeping it clear of debris and taking measures for the prevention of insect and rodent infestation. The basins must be secured with a four foot high fence with a lockable gate.
17. 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.
18. The developer must obtain a driveway permit from the NC Department of Transportation (NCDOT). A copy of the approved driveway permit must be provided to Code Enforcement at the time of application for building/zoning permits.
19. The NC Department of Transportation (NCDOT) must approve the street plans and the street(s) are required to be constructed to the NCDOT standards for secondary roads.
20. Turn lanes may be required by the NC Department of Transportation (NCDOT).
21. All lots within this development are required to be served by an internal street system.
22. The owner's association is responsible and liable for maintenance and upkeep of all structures, and appurtenances within the common areas, to include ensuring that the site is kept free of litter and debris, all grass areas mowed, all buffers and shrubbery kept trim and maintained, so that the site remains in a constant state of being aesthetically and environmentally pleasing.
23. All notes and calculations as shown on the site plan and contained within the application are to be considered as a part of this conditional approval.

Plat-Related:

24. The 5.72 acre tract (conflict area) which is not a part of this approval, must be given road frontage by either a 20 foot strip of land along an existing or proposed road, or by recombining this property with an adjacent property which has road frontage.
25. All phases of this development must be labeled as a "Zero Lot Line" development on each final plat.
26. All common areas for each phase must be clearly labeled as "common area" on the final plat.
27. The final plat must clearly reflect a "No Tree Cutting" easement for the land area within the Special Flood Hazard Area (SFHA) along the Rockfish Creek, with the exception of utility installation/easements crossing through the (SFHA) area. **(Note: The utility easements must be clearly reflected on the final plat.)**
28. The proposed development is located in a Special Flood Hazard Area (SFHA). The final plat must show the limits of the SFHA; information may be obtained from the County Engineer's office or the Federal Emergency Management Agency's (FEMA) website at www.ncfloodmaps.com. Any development within the SFHA is subject to the requirements of the County Flood Damage Prevention Ordinance administered by the County Engineering Department.
29. A concrete sidewalk must be constructed along SR 2220 (Tom Starling Road) (2 to 5 du/ac). (Section 2305, Sidewalks, County Subdivision Ordinance)

30. A concrete sidewalk must be constructed along NC HWY 87 South and along SR 2220 (Tom Starling Road). (Sewer Service Area, City/County Interlocal Agreement, dated June 9, 2008)
31. The developer is required to submit to Land Use Codes:
- Three copies of proposed covenants, by-laws and articles of incorporation for the proposed development designating responsibility for maintenance and upkeep of all common areas, stormwater basins and addressing the "no tree cutting" requirement within the Special Flood Hazard Area (SFHA) by the owners' association for the development;
 - One copy of the deed(s) proposed for recordation conveying all common area to the proposed owners association;
 - One copy of any proposed supplemental covenants if the proposed development is to be submitted for final approval in phases; and
 - Two copies 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.
32. The developer must record the deed conveying all common areas to the owners association at the same time that each final plat for each phase of this development is recorded.
33. Prior to final plat approval the developer must contact the Street Naming and Addressing Section of the Planning & Inspections Department for approval of the street names for the proposed streets within this development. The approved street names must be reflected on the final plat.
34. The street name signs, in compliance with the County Street Sign Specifications, must be installed prior to final plat approval. The developer should contact E911 Street Naming/Signs 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). Land Use Codes must receive notice of agreement with the Street Naming & Addressing Section for sign installation or of satisfactory inspection prior to the approval of the final plat.
35. "Tom Starling Road" must be labeled as "SR 2220 (Tom Starling Road)" on the final plat.
36. "NC HWY 87" must be labeled as "NC HWY 87 S" on the final plat.
37. Dedication of 10 feet of right-of-way and reservation of 10 feet of right-of way along SR 2220 (Tom Starling Road) is required and the metes and bounds for both dedication and reservation is required to be shown on the final plat and/or reflected on any future site plans.. The location of all improvements, required or otherwise, and all building setback lines are to be measured from the ultimate right-of-way line. (Section 2302 F, Planned Public Right-of-Way, County Subdivision Ordinance)
38. The builder/developer must provide the buildable envelopes on the final plat: providing a five-foot maintenance easement along each side of all common internal lines with all other applicable setbacks being provided for; or at the time of permit application, the individual plot plans must be approved by Land Use Codes prior to issuance of any permits.
39. 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.
40. All lots within this development must be served by an internal street system and a "no access" easement must be reflected on the final plat along SR 2220 (Tom Starling Road) on Lots 1- 10, 87, 107, 108, 133, 173 – 177, 192 and the open space areas.
41. 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 NC HWY 87 S on the open space area.
42. A 10' x 70' sight distance easements is required at the intersection of SR 2220 (Tom Starling Road) with the two proposed streets and must be reflected on the final plat.
43. 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 Ordinance)

44. The NC Department of Transportation (NCDOT) stamp must be affixed to the final plat prior to submission for final plat approval by Land Use Codes.
45. 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 Ordinance)
46. 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, Subdivision Ordinance. (Note: Once the improvements are in place, the developer is responsible for contacting Jeff Barnhill to schedule an inspection of the improvements.)
47. The final plat must be submitted to Land Use Codes 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.

Plat-Required Statements:

48. Since this development is located within the *Airport Overlay District* as shown on the official zoning map, the following disclosure statement is required to be provided on the final plat (Section 8.101.E, Notice and Disclosure of Noise Impact Discloser, County Zoning Ordinance):

“Property shown on this plan/plat is within the Cumberland County Airport Overlay District and all or a portion of the property described hereon is within an area that is subject to an average noise level near to or exceeding 65 dnl.”

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

“Nonconforming structures have not been created by this subdivision.”

Other Relevant Conditions:

50. The applicant is advised to consult an expert on wetlands before proceeding with any development.
51. 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 for the construction of the convenience store and/or development of the remaining parent tract.
52. 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.

EXHIBIT "H"
LOMR-F DETERMINATION DOCUMENT



Federal Emergency Management Agency

Washington, D.C. 20472

June 04, 2021

THE HONORABLE CHARLES EVANS
CHAIR, BOARD OF COMMISSIONERS
CUMBERLAND COUNTY
P.O. BOX 1829
FAYETTEVILLE, NC 28302

CASE NO.: 21-04-2844A
COMMUNITY: CUMBERLAND COUNTY, NORTH
CAROLINA
(UNINCORPORATED AREAS)
COMMUNITY NO.: 370076

DEAR MR. EVANS:

This is in reference to a request that the Federal Emergency Management Agency (FEMA) determine if the property described in the enclosed document is located within an identified Special Flood Hazard Area, the area that would be inundated by the flood having a 1-percent chance of being equaled or exceeded in any given year (base flood), on the effective National Flood Insurance Program (NFIP) map. Using the information submitted and the effective NFIP map, our determination is shown on the attached Letter of Map Revision based on Fill (LOMR-F) Determination Document. This determination document provides additional information regarding the effective NFIP map, the legal description of the property and our determination.

Additional documents are enclosed which provide information regarding the subject property and LOMR-Fs. Please see the List of Enclosures below to determine which documents are enclosed. Other attachments specific to this request may be included as referenced in the Determination/Comment document. If you have any questions about this letter or any of the enclosures, please contact the FEMA Map Information eXchange (FMIX) toll free at (877) 336-2627 (877-FEMA MAP) or by letter addressed to the Federal Emergency Management Agency, Engineering Library, 3601 Eisenhower Ave Ste 500, Alexandria, VA 22304-6426.

Sincerely,

Luis V. Rodriguez, P.E., Director
Engineering and Modeling Division
Federal Insurance and Mitigation Administration

LIST OF ENCLOSURES:

LOMR-F DETERMINATION DOCUMENT (REMOVAL)

cc: State/Commonwealth NFIP Coordinator
Community Map Repository
Region
Mr. Thomas J. Gooden



Federal Emergency Management Agency Washington, D.C. 20472

ADDITIONAL INFORMATION REGARDING LETTERS OF MAP REVISION BASED ON FILL

When making determinations on requests for Letters of Map Revision based on the placement of fill (LOMR-Fs), the Department of Homeland Security's Federal Emergency Management Agency (FEMA) bases its determination on the flood hazard information available at the time of the determination. Requesters should be aware that flood conditions may change or new information may be generated that would supersede FEMA's determination. In such cases, the community will be informed by letter.

Requesters also should be aware that removal of a property (parcel of land or structure) from the Special Flood Hazard Area (SFHA) means FEMA has determined the property is not subject to inundation by the flood having a 1-percent chance of being equaled or exceeded in any given year (base flood). This does not mean the property is not subject to other flood hazards. The property could be inundated by a flood with a magnitude greater than the base flood or by localized flooding not shown on the effective National Flood Insurance Program (NFIP) map.

The effect of a LOMR-F is it removes the Federal requirement for the lender to require flood insurance coverage for the property described. The LOMR-F *is not* a waiver of the condition that the property owner maintain flood insurance coverage for the property. *Only* the lender can waive the flood insurance purchase requirement because the lender imposed the requirement. *The property owner must request and receive a written waiver from the lender before canceling the policy.* The lender may determine, on its own as a business decision, that it wishes to continue the flood insurance requirement to protect its financial risk on the loan.

The LOMR-F provides FEMA's comment on the mandatory flood insurance requirements of the NFIP as they apply to a particular property. A LOMR-F is not a building permit, nor should it be construed as such. Any development, new construction, or substantial improvement of a property impacted by a LOMR-F must comply with all applicable State and local criteria and other Federal criteria.

If a lender releases a property owner from the flood insurance requirement, and the property owner decides to cancel the policy and seek a refund, the NFIP will refund the premium paid for the current policy year, provided that no claim is pending or has been paid on the policy during the current policy year. The property owner must provide a written waiver of the insurance requirement from the lender to the property insurance agent or company servicing his or her policy. The agent or company will then process the refund request.

Even though structures are not located in an SFHA, as mentioned above, they could be flooded by a flooding event with a greater magnitude than the base flood. In fact, more than 25 percent of all claims paid by the NFIP are for policies for structures located outside the SFHA in Zones B, C, X (shaded), or X (unshaded). More than one-fourth of all policies purchased under the NFIP protect structures located in these zones. The risk to structures located outside SFHAs is just not as great as the risk to structures located in SFHAs. Finally, approximately 90 percent of all federally declared disasters are caused by flooding, and homeowners insurance does not provide financial protection from this flooding. Therefore, FEMA encourages the widest possible coverage under the NFIP.

The NFIP offers two types of flood insurance policies to property owners: the low-cost Preferred Risk Policy (PRP) and the Standard Flood Insurance Policy (SFIP). The PRP is available for 1- to 4-family residential structures located outside the SFHA with little or no loss history. The PRP is available for townhouse/rowhouse-type structures, but is not available for other types of condominium units. The SFIP is available for all other structures.

Additional information on the PRP and how a property owner can qualify for this type of policy may be obtained by contacting the Flood Insurance Information Hotline, toll free, at 1-800-427-4661. Before making a final decision about flood insurance coverage, FEMA strongly encourages property owners to discuss their individual flood risk situations and insurance needs with an insurance agent or company.

The revisions made effective by a LOMR-F are made pursuant to Section 206 of the Flood Disaster Protection Act of 1973 (P.L. 93-234) and are in accordance with the National Flood Insurance Act of 1968, as amended (Title XIII of the Housing and Urban Development Act of 1968, P.L. 90-448) 42 U.S.C. 4001-4128, and 44 CFR Part 65.

In accordance with regulations adopted by the community when it made application to join the NFIP, letters issued to revise an NFIP map must be attached to the community's official record copy of the map. That map is available for public inspection at the community's official map repository. Therefore, FEMA sends copies of all such letters to the affected community's official map repository.

To ensure continued eligibility to participate in the NFIP, the community must enforce its floodplain management regulations using, at a minimum, the flood elevations and zone designations shown on the NFIP map, including the revisions made effective by LOMR-Fs. LOMR-Fs are based on minimum criteria established by the NFIP. State, county, and community officials, based on knowledge of local conditions and in the interest of safety, may set higher standards for construction in the SFHA. If the State, county, or community has adopted more restrictive and comprehensive floodplain management criteria, these criteria take precedence over the minimum Federal criteria.

FEMA does not print and distribute LOMR-Fs to primary map users, such as local insurance agents and mortgage lenders; therefore, the community serves as the repository for LOMR-Fs. FEMA encourages communities to disseminate LOMR-Fs so that interested persons, such as property owners, insurance agents, and mortgage lenders, may benefit from the information. FEMA also encourages communities to prepare articles for publication in the local newspaper that describe the changes made and the assistance community officials will provide in serving as a clearinghouse for LOMR-Fs and interpreting NFIP maps.

When a restudy is undertaken, or when a sufficient number of revisions occur on particular map panels, FEMA initiates the printing and distribution process for the panels and incorporates the changes made effective by LOMR-Fs. FEMA notifies community officials in writing when affected map panels are being physically revised and distributed. If the results of particular LOMR-Fs cannot be reflected on the new map panels because of scale limitations, FEMA notifies the community in writing and revalidates the LOMR-Fs in that letter. LOMR-Fs revalidated in this way usually will become effective 1 day after the effective date of the revised map.



Federal Emergency Management Agency

Washington, D.C. 20472

LETTER OF MAP REVISION BASED ON FILL DETERMINATION DOCUMENT (REMOVAL)

COMMUNITY AND MAP PANEL INFORMATION		LEGAL PROPERTY DESCRIPTION
COMMUNITY	CUMBERLAND COUNTY, NORTH CAROLINA (Unincorporated Areas)	A portion of Lots 302 and 303, Village at Rockfish, Phase One, Section Three, as shown on the Plat recorded as Instrument No. 21981, in Book 00139, Page 0164, in the Office of the Register of Deeds, Cumberland County, North Carolina The portion of property is more particularly described by the following metes and bounds:
	COMMUNITY NO.: 370076	
AFFECTED MAP PANEL	NUMBER: 3720044300J	
	DATE: 1/5/2007	
FLOODING SOURCE: ROCKFISH CREEK		APPROXIMATE LATITUDE & LONGITUDE OF PROPERTY: 34.954958, -78.847252 SOURCE OF LAT & LONG: LOMA LOGIC DATUM: NAD 83

DETERMINATION

LOT	BLOCK/ SECTION	SUBDIVISION	STREET	OUTCOME WHAT IS REMOVED FROM THE SFHA	FLOOD ZONE	1% ANNUAL CHANCE FLOOD ELEVATION (NAVD 88)	LOWEST ADJACENT GRADE ELEVATION (NAVD 88)	LOWEST LOT ELEVATION (NAVD 88)
302	-/3	Village at Rockfish, Phase 1	2241 Mannington Drive	Portion of Property	X (shaded)	--	--	78.6 feet

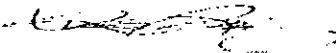
Special Flood Hazard Area (SFHA) - The SFHA is an area that would be inundated by the flood having a 1-percent chance of being equaled or exceeded in any given year (base flood).

ADDITIONAL CONSIDERATIONS (Please refer to the appropriate section on Attachment 1 for the additional considerations listed below.)

LEGAL PROPERTY DESCRIPTION	PORTIONS REMAIN IN THE SFHA
DETERMINATION TABLE (CONTINUED)	STATE LOCAL CONSIDERATIONS
FILL RECOMMENDATION	

This document provides the Federal Emergency Management Agency's determination regarding a request for a Letter of Map Revision based on Fill for the property described above. Using the information submitted and the effective National Flood Insurance Program (NFIP) map, we have determined that the described portion(s) of the property(ies) is/are not located in the SFHA, an area inundated by the flood having a 1-percent chance of being equaled or exceeded in any given year (base flood). This document revises the effective NFIP map to remove the subject property from the SFHA located on the effective NFIP map; therefore, the Federal mandatory flood insurance requirement does not apply. However, the lender has the option to continue the flood insurance requirement to protect its financial risk on the loan. A Preferred Risk Policy (PRP) is available for buildings located outside the SFHA. Information about the PRP and how one can apply is enclosed.

This determination is based on the flood data presently available. The enclosed documents provide additional information regarding this determination. If you have any questions about this document, please contact the FEMA Map Information eXchange (FMIX) toll free at (877) 336-2627 (877-FEMA MAP) or by letter addressed to the Federal Emergency Management Agency, Engineering Library, 3601 Eisenhower Ave Ste 500, Alexandria, VA 22304-6426.


 Luis V. Rodriguez, P.E., Director
 Engineering and Modeling Division
 Federal Insurance and Mitigation Administration



Federal Emergency Management Agency

Washington, D.C. 20472

LETTER OF MAP REVISION BASED ON FILL DETERMINATION DOCUMENT (REMOVAL)

ATTACHMENT 1 (ADDITIONAL CONSIDERATIONS)

LEGAL PROPERTY DESCRIPTION (CONTINUED)

Lot 302

BEGINNING at a point located in the western line of Lot 302 as shown on plat entitled "VILLAGE AT ROCKFISH, PHASE ONE, SECTION THREE." As recorded in Plat Book 139 Page 164 of the Cumberland County Registry; Said point being located a tie line of N 40°02'12" W 87.40 feet from an existing iron stake located at the southwest corner of the above referenced Lot 302; AND RUNS THENCE with the western line of the above referenced Lot 302, N 40°02'12" W 37.60 feet to an existing iron stake located at the northwest corner of the above referenced Lot 302; Thence with a new line N 32°17'54" E 38.71 feet to a point; Thence N 28°38'42" E 35.56 feet to a point located in the eastern line of the above referenced Lot 302; Thence with the eastern line of said Lot 302, S 40°02'12" E 69.31 feet to a point in said line; Said point being the existing 100 year flood line as shown on said plat; Thence with the eastern line of said Lot 302, S 40°02'12" E 55.75 feet an existing rebar located at the southeast corner of the above lot 302; said existing rebar being located in the western right of way margin of Mannington Drive; Thence with the western right of way margin of Mannington Drive with a curve having a radius of 50.00 feet and length of 48.28 feet with a chord bearing and distance of S 29°26'16" W 46.43 feet to an existing rebar; Thence with the western right of way margin of Mannington Drive with a curve having a radius of 25.00 feet and length of 21.03 feet with a chord bearing and distance of S 25°52'07" W 20.41 feet to an existing rebar; Thence with said right of way, S 49°57'48" W 7.89 feet to an existing rebar located at the southwest corner of the above Lot 302; Thence with western line of said Lot 302, N 40°02'12" W 87.40 feet to the point of beginning

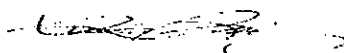
Lot 303

BEGINNING at a point located in the western line of Lot 303 as shown on plat entitled "VILLAGE AT ROCKFISH, PHASE ONE, SECTION THREE." As recorded in Plat Book 139 Page 164 of the Cumberland County Registry; Said point being located a tie line of N 40°02'12" W 55.75 feet from an existing iron stake located at the southwest corner of the above referenced Lot 303; AND RUNS THENCE with the western line of the above referenced Lot 303, N 40°02'12" W 69.31 feet to a point located in the western line of the above referenced Lot 303; Thence with a new line as follows, N 37°11'41" E 25.70 feet to a point; N 57°08'54" E 28.32 feet to a point; N 71°33'36" E 32.31 feet to a point; S 87°58'36" E 28.08 feet to a point; S 80°02'36" E 27.12 feet to a point; S 71°39'55" E 25.73 feet to a point; S 67°53'49" E 23.74 feet to a point located in the eastern line of the above referenced Lot 303; Thence with the eastern line of said Lot 303, S 30°12'00" W 19.32 feet to a point in said line; Said point being the existing 100 year flood line as shown on said plat; Thence with the eastern line of Lot 303, S 30°12'00" W 109.21 feet to an existing rebar located at the southeast corner of Lot 303 and in the northern right of way of Mannington Drive; Thence with the northern right of way of Mannington Drive with a curve having a radius of 50.00 feet and length of 27.62 feet and a chord bearing and distance of S 72°55'36" W 27.27 feet to an existing rebar located at the southwest corner of the above Lot 303, Thence with the western line of the above referenced Lot 303, N 40°02'12" W 55.75 feet to the point of beginning

DETERMINATION TABLE (CONTINUED)

LOT	BLOCK/ SECTION	SUBDIVISION	STREET	OUTCOME WHAT IS REMOVED FROM THE SFHA	FLOOD ZONE	1% ANNUAL CHANCE FLOOD ELEVATION (NAVD 88)	LOWEST ADJACENT GRADE ELEVATION (NAVD 88)	LOWEST LOT ELEVATION (NAVD 88)
303	-/3	Village at Rockfish, Phase 1	2245 Mannington Drive	Portion of Property	X (shaded)	--	--	78.5 feet

This attachment provides additional information regarding this request. If you have any questions about this attachment, please contact the FEMA Map Information eXchange (FMIX) toll free at (877) 336-2627 (877-FEMA MAP) or by letter addressed to the Federal Emergency Management Agency, Engineering Library, 3601 Eisenhower Ave Ste 500, Alexandria, VA 22304-6426.


Luis V. Rodriguez, P.E., Director
Engineering and Modeling Division
Federal Insurance and Mitigation Administration



Federal Emergency Management Agency
Washington, D.C. 20472

**LETTER OF MAP REVISION BASED ON FILL
DETERMINATION DOCUMENT (REMOVAL)**

ATTACHMENT 1 (ADDITIONAL CONSIDERATIONS)

FILL RECOMMENDATION (This Additional Consideration applies to the preceding 2 Properties.)

The minimum NFIP criteria for removal of the subject area based on fill have been met for this request and the community in which the property is located has certified that the area and any subsequent structure(s) built on the filled area are reasonably safe from flooding. FEMA's Technical Bulletin 10-01 provides guidance for the construction of buildings on land elevated above the base flood elevation through the placement of fill. A copy of Technical Bulletin 10-01 can be obtained by calling the FEMA Map Assistance Center toll free at (877) 336-2627 (877-FEMA MAP) or from our web site at <http://www.fema.gov/mit/tb1001.pdf>. Although the minimum NFIP standards no longer apply to this area, some communities may have floodplain management regulations that are more restrictive and may continue to enforce some or all of their requirements in areas outside the Special Flood Hazard Area.

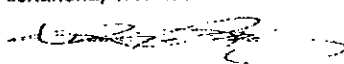
PORTIONS OF THE PROPERTY REMAIN IN THE SFHA (This Additional Consideration applies to the preceding 2 Properties.)

Portions of this property, but not the subject of the Determination/Comment document, may remain in the Special Flood Hazard Area. Therefore, any future construction or substantial improvement on the property remains subject to Federal, State/Commonwealth, and local regulations for floodplain management.

STATE AND LOCAL CONSIDERATIONS (This Additional Consideration applies to all properties in the LOMR-F DETERMINATION DOCUMENT (REMOVAL))

Please note that this document does not override or supersede any State or local procedural or substantive provisions which may apply to floodplain management requirements associated with amendments to State or local floodplain zoning ordinances, maps, or State or local procedures adopted under the National Flood Insurance Program.

This attachment provides additional information regarding this request. If you have any questions about this attachment, please contact the FEMA Map Information eXchange (FMIX) toll free at (877) 336-2627 (877-FEMA MAP) or by letter addressed to the Federal Emergency Management Agency, Engineering Library, 3601 Eisenhower Ave Ste 500, Alexandria, VA 22304-6426.


Luis V. Rodriguez, P.E., Director
Engineering and Modeling Division
Federal Insurance and Mitigation Administration

ATTACHMENT – MAILING LIST

ANDERSON, PHILLIP D;& GALINA
4529 HEADWIND DR
FAYETTEVILLE, NC 28306

ALHASSAN, YUSIF;& AYEISHA
1726 CHERRY POINT DR
FAYETTEVILLE, NC 28309

ARTHUR, TOREY;& BIANCA
4576 HEADWIND DR
FAYETTEVILLE, NC 28306

BAE, SANGHUN
4529 HEADWIND DR
FAYETTEVILLE, NC 28306

BAILEY, LISA
2208 MANNINGTON DR
FAYETTEVILLE, NC 28306

BALDWIN TONY A;& LENORA P
4521 HEADWIND DR
FAYETTEVILLE, NC 28306

BARNES, KIMBERLY A
1711 CHERRY POINT DR
FAYETTEVILLE, NC 28306

BEDENBAUGH, LATIA A
1718 CHERRY POINT RD
FAYETTEVILLE, NC 28306

BENNETT, OQUINDLE;&
VIOLENE, K WILKERSON
2205 MANNINGTON DR
FAYETTEVILLE, NC 28306

BOWMAN, BRANDI ANNE
1746 CHERRY POINT DR
FAYETTEVILLE, NC 28306

BRADSHER, GEORGE W;& SHERRY K
2225 MANNINGTON DR
FAYETTEVILLE, NC 28306

BROWN KELLY J;& LESLIE Q
1722 CHERRY POINT DR
FAYETTEVILLE, NC 28306

BROWN, PAUL RAYMOND;&
DONNITTA R
2119 MANNINGTON DR
FAYETTEVILLE, NC 28306

BUNNELLS, ELEANOR YATES J
3014 THROWER RD
HOPE MILLS, NC 28348

BUTLER, JOHN H III;& CYRSTAL K
2248 MANNINGTON DR
FAYETTEVILLE, NC 28306

CALDWELL, TOWANIA L
2212 MANNINGTON DR
FAYETTEVILLE, NC 28306

CARROLL, LAWRENCE D;& STEPHANIE
1721 CHERRY POINT DR
FAYETTEVILLE, NC 28306

CASH, SYDNEY
3019 NEPSA CT
CLARKSVILLE, TN 37040

CHAVEZ, JOSHUA M;& JAQUELYNN E
4552 HEADWIND DR
FAYETTEVILLE, NC 28306

CHRISTMAN, TYLER;& AMY
4556 HEADWIND DRIVE
FAYETTEVILLE, NC 28306

CITY OF FAYETTEVILLE
433 HAY ST
FAYETTEVILLE, NC 28301

COFFEY, JAMES W;& FERNAVEL E
PO BOX 72610
FORT BRAGG, NC 28307

COLLIER, BRIAN C;& SUMMER B
2132 MANNINGTON DR
FAYETTEVILLE, NC 28306

CROCKWELL, ROBERT A
3361 COURTNEY PL
BALDWIN, NY 11510

CUMBERLAND VENTURES LLC
PO BOX 25640
FAYETTEVILLE, NC 28314

DAVIS, STACY;& JEFFREY
2228 MANNINGTON DR
FAYETTEVILLE, NC 28306

DEBELLOTTE, GINSOPHIE T
4545 HEADWIND DR
FAYETTEVILLE, NC 28306

DIXON, MARVIN JR;& ELENA
4525 HEADWIND DR
FAYETTEVILLE, NC 28306

DRURY, NICHOLAS S;& SARAH
2135 MANNINGTON DR
FAYETTEVILLE, NC 28305

EDGE, KIMBERLY;& TANNER
2128 MANNINGTON DR
FAYETTEVILLE, NC 28306

ETCHISON, CHRISTIN ANN
2125 HARRINGTON RD
FAYETTEVILLE, NC 28306

EVANS, DUWAYNE
ANTHONY;BULLOCK, JAMEELAH
1738 CHERRY POINT DRIVE
FAYETTEVILLE, NC 28306

EVANS, TIMOTHY
4239 CAMERON RD
FAYETTEVILLE, NC 28306

FARMER, ESSIE M
2136 MANNINGTON DR
FAYETTEVILLE, NC 28306

FISHER, SHANEKA
4537 HEADWIND DR
FAYETTEVILLE, NC 28306

FLETCHER, RUDOLPH;& BROOK
2229 MANNINGTON DR
FAYETTEVILLE, NC 28314

FORD, SHARON
4533 HEADWIND DR
FAYETTEVILLE, NC 28306

FRINK, CHARLENE D
2146 HARRINGTON RD
FAYETTEVILLE, NC 28306

GAGE, JESSICA D'NEA
1712 CHERRY POINT
FAYETTEVILLE, NC 28306

GAINES, MAHALIA
4573 HEADWIND DR
FAYETTEVILLE, NC 28306

GILMORE, JOHN;& ALAUNDA
2150 HARRINGTON RD
FAYETTEVILLE, NC 28306

GODWIN, CHRISTOPHER
4557 HEADWIND DR
FAYETTEVILLE, NC 28306

GOMEZ, NICOLAS;& ALAINA C
4565 HEADWINDS DR
FAYETTEVILLE, NC 28306

GOWDIE, CRAIG A
1731 CHERRY POINT DR
FAYETTEVILLE, NC 28306

GRAYS CREEK VILLAS
HOMEOWNERS ASSOC INC
PO BOX 87209
FAYETTEVILLE, NC 28304

HAWLEY, TYLER AARON
MARK;HANNAH, MARIE GODBOLD
1750 CHERRY POINT DR
FAYETTEVILLE, NC 28306

HENDERSON, DEAN J;& ROBYN L
4540 HEADWIND DR
FAYETTEVILLE, NC 28306

HERNANDEZ, EMMA
1749 CHERRY POINT DR
FAYETTEVILLE, NC 28306

HIRAJETA, THUNDERCLOUD
LUIS;HIRAJETA, APRIL MICHELLE
2123 MANNINGTON DR
FAYETTEVILLE, NC 28306

HUBBARD, DERRICK B JR;& AKIA L
2140 MANNINGTON DR
FAYETTEVILLE, NC 28306

HUGER, MARQUISE T;&
AMAZIAH BROWN
1717 CHERRY POINT DR
FAYETTEVILLE, NC 28306

JAMES, SHAHRON LOUIS;&
NATALIE MARIE
2148 MANNINGTON DR
FAYETTEVILLE, NC 28306

JOHNSON, MAKISHA;&
LEAH NICOLE LEWIS
4821 HEADWIND DR
FAYETTEVILLE, NC 28306

JSJ BUILDERS INC
1135 ROBESON ST
FAYETTEVILLE, NC 28303

KING, JOSEF
2224 MANNINGTON DR
FAYETTEVILLE, NC 28306

LIENTZ, ASHLEY M
4553 HEADWIND DR
FAYETTEVILLE, NC 28306

LINDSAY, KENNETH E;& KAJA E RS
1735 CHERRY POINT DR
FAYETTEVILLE, NC 28306

LOPEZ, EDWIN;& PAULA PAVA
4549 HEADWIND DR
FAYETTEVILLE, NC 28306

LYLE, JOSEPHINE P
PO BOX 367
MCKENNEY, VA 23872

MACE, BRIAN
1730 CHERRY POINT DR
FAYETTEVILLE, NC 28306

MANCINI, SAMUEL;& TRESSA
2133 HARRINGTON RD
FAYETTEVILLE, NC 28306

MANNING, GEORGE R
2141 HARRINGTON RD
FAYETTEVILLE, NC 28306

MARSDEN, ROOSEVELT;& CAROL
2131 MANNINGTON DR
FAYETTEVILLE, NC 28306

MATTHEWS, ANNE P
3274 BUTLER NURSERY RD
FAYETTEVILLE, NC 28306

MATTHEWS, ANNIE PEARL;& DONALD
JOSHUA
3274 BUTLER NURSERY RD
FAYETTEVILLE, NC 28306

MATTHEWS, DONALD L;& CHRISTINA
690 EUGENIA RD
VERO BEACH, FL 32963

MAZURE, DAVID A;& SYBIL S
2221 MANNINGTON DR
FAYETTEVILLE, NC 28306

MCENTIRE, RASHAD;& ASHLEY C
2240 MANNINGTON DR
FAYETTEVILLE, NC 28306

MCINTYRE, JENNIFER
2127 MANNINGTON DR
FAYETTEVILLE, NC 28306

MCNEELY, DENISE
4803 HEADWIND DRIVE
FAYETTEVILLE, NC 28306

MEHMI, JAGJIT
4812 ADDIE LN
FAYETTEVILLE, NC 28306

MICKENS, KEOSHA
4548 HEADWIND DR
FAYETTEVILLE, NC 28306

MILLER, BRIAN STEPHEN
2144 MANNINGTON DR
FAYETTEVILLE, NC 28306

MOORE, BRANDON N;& MARLANA M
2130 HARRINGTON RD
FAYETTEVILLE, NC 28306

NELSON, SARITA M;& NAKIA T
2137 HARRINGTON RD
FAYETTEVILLE, NC 28306

NESS, BRIAN
2217 MANNINGTON DR
FAYETTEVILLE, NC 28306

OSWALT, BRIAN;& MELINDA
2129 HARRINGTON RD
FAYETTEVILLE, NC 28306

PALMER, SHAQUANA TAMISHA;&
JONATHAN TIMOTHY
2220 MANNINGTON DR
FAYETTEVILLE, NC 28306

PATE, CHARLES J JR;& JESSIE M
PO BOX 142
LAKE PLACID, FL 33862

PATE, WILLIAM JR V;PATE,
PATRICIA MAYHEW
4045 S NC 87 HWY
FAYETTEVILLE, NC 28306

PENNISON, MATTHEW;&
MEGHAN MARIE MAESTRI
2134 HARRINGTON ROAD
FAYETTEVILLE, NC 28306

PEREZ RIVERA, MANUEL E;&
TAMARA ROSA
2204 MANNINGTON DR
FAYETTEVILLE, NC 28304

PIERCE, REX ALLEN;& CASEY GRAY
1739 CHERRY POINT DR
FAYETTEVILLE, NC 28306

PULLEN-SMITH, TONISHA
4572 HEADWIND DR
FAYETTEVILLE, NC 28306

REINHARDT, JESSICA
1741 CHERRY POINT DR
FAYETTEVILLE, NC 28306

REIS, RYAN LEE
2236 MANNINGTON DR
FAYETTEVILLE, NC 28306

ROBINSON, MI'SHELLE MARIE;& GARY
LEE
4564 HEADWIND DR
FAYETTEVILLE, NC 28306

RUNK, JUSTIN E.;& STEPHANIE L.
2213 MANNINGTON DRIVE
FAYETTEVILLE, NC 28306

SCHULTZ, GEORGE D III;SHEKEEMA, L
FLEGLER
4832 HEADWIND DR
FAYETTEVILLE, NC 28306

SCOTT, JOHN D;& ZARIAH NILSA
1734 CHERRY POINT DR
FAYETTEVILLE, NC 28306

SELLERS, MARCUS D;& SHIKIRA P
661 HEATHROW DR
SPRING LAKE, NC 28390

SESSOMS, MATTHEW A;& TAMARA L
4560 HEADWIND DR
FAYETTEVILLE, NC 28306

SHURTLEFF, ANGELA M;& MATTHEW S
2216 MANNINGTON DR
FAYETTEVILLE, NC 28306

SMITH, ANEILA;ROGERS, BRANDON
1706 CHERRY POINT DR
FAYETTEVILLE, NC 28306

SMITH, BARRY;& GWENDOLYN R
2237 MANNINGTON DR
FAYETTEVILLE, NC 28306

SMITH, GLORIA;
SHANUNDETTA, DIXON
2145 HARRINGTON RD
FAYETTEVILLE, NC 28306

SMITH, MALAIKA A;& DARIUS
2233 MANNINGTON DR
FAYETTEVILLE, NC 28306

SMITH, TANARI A
4541 HEADWIND DR
FAYETTEVILLE, NC 28306

SMITH, THERESA
4817 HEADWIND DR
FAYETTEVILLE, NC 28306

SMYTH, JEANENE RENEE;& MARTIN
1762 CHERRY PT
FAYETTEVILLE, NC 28306

SOLORZANO, AREADIO JR;& CHENI
VAZQUEZ
4813 HEADWIND DR
FAYETTEVILLE, NC 28306

SPEARMAN, JANET M
5036 DOC BENNETT RD
FAYETTEVILLE, NC 28306

STAIN, BRANDEN RANDY;& BAILEY
4561 HEADWIND DR
FAYETTEVILLE, NC 28306

STERLING, CONSTANCE LAWANDA
2246 MANNINGTON DR
FAYETTEVILLE, NC 28306

TEATON, BRYAN MICHAEL
2138 HARRINGTON RD
FAYETTEVILLE, NC 28306

THE VILLAGE AT ROCKFISH
HOMEOWNERS ASSOCIATION, INC
3400 WALSH PKWY
FAYETTEVILLE, NC 28311

THOMAS, JO LYNN
1753 CHERRY POINT DR
FAYETTEVILLE, NC 28306

TURNER, CHRISTOPHER;& MEAGAN
1754 CHERRY POINT DRIVE
FAYETTEVILLE, NC 28306

UNDERWOOD, STARLING;& PHELISA
1742 CHERRY POINT DR
FAYETTEVILLE, NC 28306

URENA, MARIA;& JOSE LUIS
2142 HARRINGTON RD
FAYETTEVILLE, NC 28306

VILLAGE AT ROCKFISH
HOMEOWNERS ASSOCIATION, INC
PO BOX 87209
FAYETTEVILLE, NC 28304

VILLAGE AT ROCKFISH LLC
3400 WALSH PKWY
FAYETTEVILLE, NC 28311

WELDON, SHONTAIL T
4825 HEADWIND DR
FAYETTEVILLE, NC 28306

WILLIAMS, RASHINE;& SHANTA EVA
4569 HEADWIND DR
FAYETTEVILLE, NC 28306

WILSON, TERRELL;& LATOYA
4568 HEADWIND DRIVE
FAYETTEVILLE, NC 28306

ZAYAS, JANCARLOS LOPEZ;&
DADMARY P BONILLA
2209 MANNINGTON DR
FAYETTEVILLE, NC 28306

ZEGARRA, ELISABETH
1725 CHERRY POINT DR
FAYETTEVILLE, NC 28306

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 October 18, 2021, in room 118 of the County Courthouse at 117 Dick Street to hear the following:

ZON-21-0004: text amendment for Cumberland County Zoning Ordinance, to create a new Section 112; pre-application meetings, mandating and providing direction for pre-application conference meetings prior to land development submittal; County (Applicant).

ZON-21-0005: text amendment for Cumberland County Zoning Ordinance; amending section 1501; to include new requirements for neighbor communications summary reports for all conditional zoning request applications for any agricultural or residential district that involves more than 10 acres and proposes an increase in density from what is existing or includes a zero-lot line subdivision; County (Applicant).

ZON-21-0007: rezoning 0.50 +/- ac R10 to C(P) or more restrictive zoning district; at 5725 Camden Road; David Ferruzzi (owner).

ZON-21-0008: rezoning of a portion of two lots on 0.58 +/- ac CD/CUD to R15/CUD or more restrictive zoning district; at 2241 & 2245 Mannington Dr; Pami Remodeling (owner)

ZON-21-0009: rezoning 10.32 +/- ac A1 to RR or more restrictive zoning district; north of Sanderosa Rd and east of Baywood Rd; R Chi, LLC (owner)

Bethany Land Use Plan: This Plan is to be used as a guide when making land use decisions within the Bethany area. The Plan covers an area generally defined on the south by Oak Grove Church Road; on the west by Wade-Stedman Road; on the north by N.C. Highway 13 (Goldsboro Road); and on the east by the South River/Sampson County. Copies of the draft Plan are located at the Cumberland County Planning & Inspections Department at 130 Gillespie Street, Fayetteville, NC. The draft plan may also be found on the Cumberland County Planning & Inspections website or the following link: <https://www.cumberlandcountync.gov/departments/planning-group/planning-and-inspections/planning/comprehensive-planning>
 10/1, 11 5253089

<u>Ad Order Number</u>	<u>Customer</u>
0005253089	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 - 10/18/21 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>
\$485.12	\$0.00	\$485.12	\$485.12

<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>
0005253089-01	CL Legal Line	: 1.0 X 64 cl	<NONE>

<u>Product</u>	<u>Placement/Classification</u>	<u>Run Dates</u>	<u># Inserts</u>	<u>Cost</u>
FO::	401 - Legals	10/4/2021, 10/11/2021	2	\$465.92
OL::	401 - Legals	10/4/2021, 10/11/2021	2	\$19.20



PLANNING AND INSPECTIONS DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF OCTOBER 18, 2021

TO: BOARD OF COUNTY COMMISSIONERS

FROM: CUMBERLAND COUNTY JOINT PLANNING BOARD

DATE: 10/7/2021

SUBJECT: CASE ZON-21-0009

BACKGROUND

ZON-21-0009: Rezoning of 10.32 +/- acres from A1 Agricultural District to RR Rural Residential District or to a more restrictive zoning district; located north of Sanderosa Road and east of Baywood Road; submitted by George Rose (agent) on behalf of R Chi, LLC (owner).

RECOMMENDATION / PROPOSED ACTION

Planning Board Action: Recommended approval of the rezoning request from A1 Agricultural District to RR Rural Residential District at the September 21, 2021 meeting for the reasons stated and as fully reflected in the minutes of the Planning Board Meeting which are incorporated herein by reference.

Staff Recommendation: In Case ZON-21-0009, the Planning and Inspections staff recommends approval of the rezoning request from A1 Agricultural District to RR Rural Residential District and find the request is consistent with the Eastover Land Use Plan (2018) which calls for Rural Density Residential 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 ZON-21-0009, I move to approve the rezoning request from A1 Agricultural District to RR Rural Residential District and find the request is consistent with the Eastover Land Use Plan which calls for Rural Density Residential and find 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 ZON-21-0009, I move to deny the rezoning request from A1 Agricultural District to RR Rural Residential District and find the request is not consistent with the Eastover Land Use Plan which calls for Rural 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

OCTOBER 7, 2021

MEMO TO: Cumberland County Board of Commissioners

FROM: Cumberland County Joint Planning Board

SUBJECT: ZON-21-0009: Rezoning of 10.32 +/- acres from A1 Agricultural District to RR Rural Residential District or to a more restrictive zoning district; located north of Sanderosa Road and east of Baywood Road; submitted by George Rose (agent) on behalf of R Chi, LLC (owner).

ACTION: Recommended approval of the rezoning request from A1 Agricultural District to RR Rural Residential District at the September 21, 2021 meeting for the reasons stated and as fully reflected in the minutes of the Planning Board Meeting which are incorporated herein by reference.

MINUTES OF SEPTEMBER 21, 2021

In Case ZON-21-0009, the Planning and Inspections staff recommends approval of the rezoning request from A1 Agricultural District to RR Rural Residential District and find the request is consistent with the Eastover Land Use Plan (2018) which calls for Rural Density Residential 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 ZON-21-0009, Mrs. Moody made a motion, seconded by Mrs. McLaughlin to recommend approval of the rezoning request from A1 Agricultural District to RR Rural Residential District and find the request is consistent with the Eastover Land Use Plan (2018) which calls for Rural Density Residential 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: North of Sandersosa Rd, East
of Baywood Rd
Jurisdiction: County-Unincorporated

REQUEST

Rezoning A1 to RR

Applicant requests a rezoning from A1 Agricultural District to RR Rural Residential District for one parcel of approximately 10.32 acres and located north of Sandersosa Road and east of Baywood Road. This would increase the allowed density from one unit per two acres (87,120 sq. ft.) to one unit per 20,000 square feet. The RR Rural Residential District is designed for traditional rural use with lots of 20,000 square feet or above. Additionally, 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, which lack 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.

The intent of this request is to develop a single-family subdivision. 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:

George Rose (agent) on behalf of R Chi, LLC (owner)

ADDRESS/LOCATION: North of Sandersosa Road and east of Baywood Road. Refer to Exhibit "A", Site Location. REID number: 0477099650000. This site is approximately 0.4 miles south of the Town of Eastover.

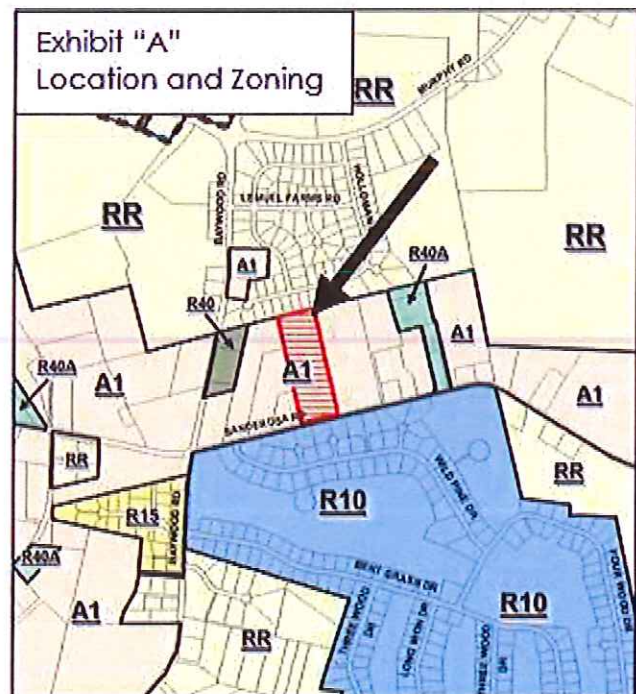
SIZE: 10.32 +/- acres within one parcel. The property has approximately 400 +/- feet of street frontage along the north side of Sandersosa Road. The property has a depth extending about 1135 feet.

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 primarily vacant. Exhibit "B" shows the existing use of the subject property.

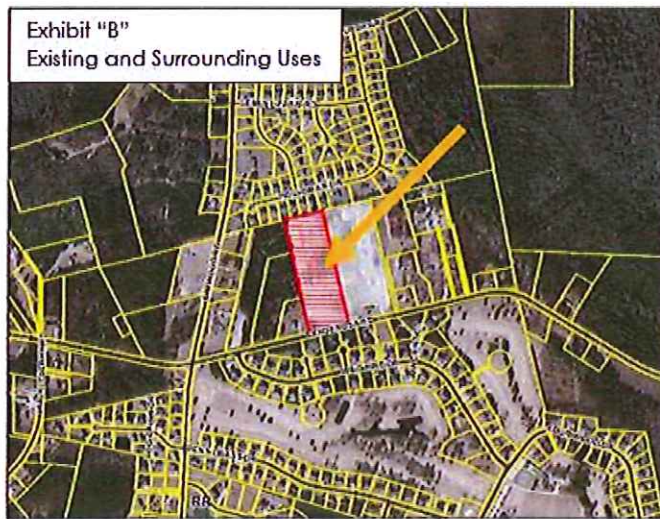
SURROUNDING LAND USE: Exhibit "B" illustrates the following:

- North:** The Stone Creek Subdivision abuts the subject site with lots zoned RR.
- East:** Single and double-wide manufactured homes occupy lots zoned A1 and R40A.
- West:** The abutting lots vacant are vacant or residential in use and zoned A1.



South: On the south side of Sanderosa in the Baywood subdivision and golf course zoned R10.

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.

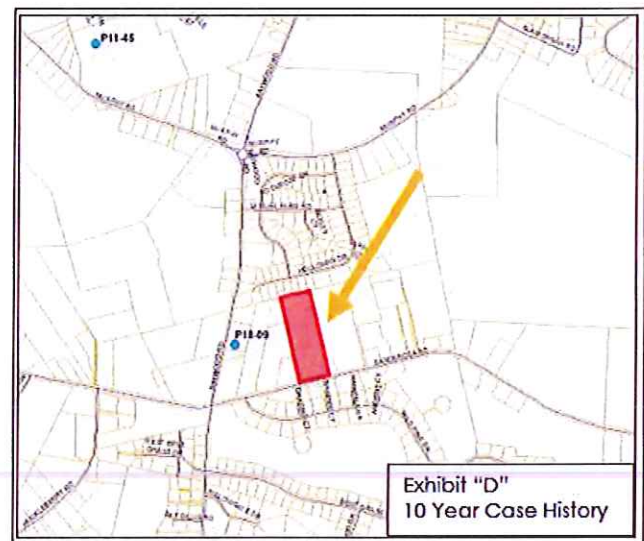


TEN YEAR ZONE CASE HISOTRY:

Exhibit "D" denotes the location of the zoning case history described below.

- **P11-45:** R40 to R20/DD/CZ 36 lot subdivision; **Approved** with conditions; 29.77 acres
- **P18-09:** A1 to R40; **Approved**; 4.28 acres

DEVELOPMENT REVIEW: Subdivision review by County Planning & Inspections will be required before any development.



DIMENSIONAL PROVISIONS FOR REQUESTED DISTRICT:

Minimum Standard	A1 (Existing Zoning)	RR (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.)	20,000 sq. ft.
Lot Width	100'	100'

Development Potential:

Existing Zoning (A1)	Proposed Zoning (RR)
4 dwelling units	18 dwelling units

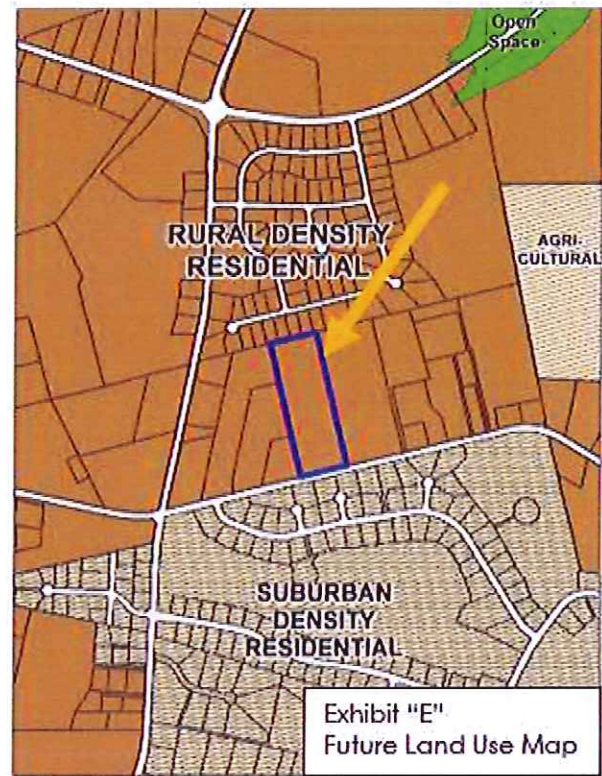
- Assume 80% of land usable for development after the exclusion of land for roads, driveways, and drainage.
- Calculation: *site acreage* * .8 / *minimum lot size for zone district*

- **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 Eastover Land Use Plan (2018), the subject property is designated as Rural Density Residential, which is intended for residential properties with a minimum of 20,000 sq. ft., as shown within Exhibit "E". The Rural Density Residential designation, in the Eastover Land Use Plan, calls for associated zoning districts of R20, R20A, RR, R30, R30A, R40, and R40A. **Request is consistent with the adopted land use plan.**

APPLICABLE PLAN GOALS/POLICIES:

- Improve and/or add street lighting in residential areas.
- Use development techniques that preserve the rural character of the area.
- Encourage more than one means of ingress/egress in new residential subdivisions and connectivity to existing subdivisions.



IMPACTS ON LOCAL INFRASTRUCTURE AND/OR FACILITIES

UTILITIES: The site would have to be served by septic and well as shown on Exhibit "C".

TRAFFIC: As the site is not located in the Fayetteville Area MPO planning area, staff has reached out to Mid-Carolina RPO for comments and have received none.

SCHOOLS CAPACITY/ENROLLMENT:

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 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: This is a conventional zoning and there are no conditions at this time.

CODE DEVIATIONS: No deviations have been identified.

STAFF RECOMMENDATION

In Case ZON-21-0009, the Planning and Inspections staff **recommends approval** of the rezoning request from A1 Agricultural District to RR Rural Residential District and find the request is consistent with the Eastover Land Use Plan (2018) which calls for Rural Density Residential 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

ATTACHMENT – MAILING LIST

ALLEN, MATTHEW S
1604 HOLLOMAN DR
FAYETTEVILLE, NC 28312

ALBERT, YAMANI;CLINCH-ALBET,
LA-DAWN
1204 WILD PINE DR
FAYETTEVILLE, NC 28312

ALLEN, STEVEN WADE; & JAIME L
4045 LAMUEL FARM RD
FAYETTEVILLE, NC 28312

ASHFORD, CYNTHIA D
1708 ROCKROSE DR
FAYETTEVILLE, NC 28312

BAKER, JAMES C;& AMANDA J
1203 WILD PINE DR
FAYETTEVILLE, NC 28312

BARLOW, JOHN T;&VALERIE R
1517 DARVEL AVE
FAYETTEVILLE, NC 28304

BARNES, ROGER GLENN JR;& DAWN
1108 WILD PINE DR
FAYETTEVILLE, NC 28312

BENBENEK, VINCENT P;&VESNA
1130 WILD PINE DR
FAYETTEVILLE, NC 28312

BEST, MICHAEL LYNN
1624 HOLLOMAN DR
FAYETTEVILLE, NC 28312

BIRMINGHAM PROPERTIES LLC
1105 WILD PINE DR
FAYETTEVILLE, NC 28312

BRISTOW-DAVIS, DOROTHY
1719 HOLLOMAN DR
FAYETTEVILLE, NC 28312

BRYANT, STEVEN LEE;& MOUNIA F
1040 WILD PINE DR
FAYETTEVILLE, NC 28312

BUIE, JAMES A
1044 WILD PINE DR
FAYETTEVILLE, NC 28312

BURKES, CHARLES H JR
1416 WHITBURN AVE
FAYETTEVILLE, NC 28304

BURTON, MICHAEL SUMNER;&
DANIELLE ROSE
1207 WILD PINE DR
FAYETTEVILLE, NC 28312

BYRD, TOMMY;& JACQUELINE
1048 WILD PINE DR
FAYETTEVILLE, NC 28312

CAMERON, SHINDELL J;& KELLE
YVONNE
1124 WILD PINE DR
FAYETTEVILLE, NC 28312

CANADY, BARBARA J;& WOODY
1131 WILD PINE DR
FAYETTEVILLE, NC 28312

CAPAN, SCOTT R;& YVONNE L
1609 HOLLOMAN DR
FAYETTEVILLE, NC 28312

CARSON, MARY K.;& WILLIAM D. II
1705 BEXLEY CT
FAYETTEVILLE, NC 28312

CARTER, CAROL GREY
4423 SANDEROSA RD
FAYETTEVILLE, NC 28312

CARTER, CLARENCE M
1507 BAYWOOD RD
FAYETTEVILLE, NC 28312

CARTER, DAVID A
PO BOX 882
FAYETTEVILLE, NC 28302

CARVER, CHARLES JR;& MARIE H.
4028 LEMUEL FARM RD
FAYETTEVILLE, NC 28312

CHARLES, HALMONDE;&
BEVERLY JEAN
1720 ROCKROSE DR
FAYETTEVILLE, NC 28312

CITY OF FAYETTEVILLE
433 HAY ST
FAYETTEVILLE, NC 28301

CLARK, KENDRA LYNN
1714 HOLLOMAN DR
FAYETTEVILLE, NC 28312

CORREA, JAIME LUIS;& NOEME CRUZ
4105 CARFEW CT
FAYETTEVILLE, NC 28312

COTTEN, RICHARD S;& KATHY F
1637 HOLLOMON DR
FAYETTEVILLE, NC 28312

CROCKER, EDWIN D;& LINDA P
4100 CARFEW CT
FAYETTEVILLE, NC 28312

CUNNINGHAM, ROBERT M;&
BRIGITTA D
1728 ROCKROSE DR
FAYETTEVILLE, NC 28312

DAVIS, PHILLIP T
1702 MIDDLE RD
EASTOVER, NC 28312

DEYAMPERT-MCCALL, MARY K.
1220 WILD PINE DRIVE
FAYETTEVILLE, NC 28312

DIAZ-ONEILL, ELLEN
4029 LEMUEL FARM RD
EASTOVER, NC 28312

DORAN, ROBERT L;& DENISE G
1716 ROCK ROSE DR
FAYETTEVILLE, NC 28312

DOTSON, JENNIFER AVERITT
4457 SANDEROSA RD
FAYETTEVILLE, NC 28312

DOUB, TIMOTHY;& CONA
1732 ROCKHORSE DR
FAYETTEVILLE, NC 28312

DRAUGHON, DAVID L;& JUDY M
1490 BAYWOOD RD
FAYETTEVILLE, NC 28312

DROSE, WILLIAM PATRICK
1519 FOUR WOOD DR
FAYETTEVILLE, NC 28312

EASTLAND WOODS LLC
4034 MURPHY RD
FAYETTEVILLE, NC 28312

EDGE, DUSTIN TODD;&
TIFFANY CHARLES
1019 WILD PINE DR
FAYETTEVILLE, NC 28312

ETHERIDGE, JULIA J;& WILLIAM R
807 GRAZING COURT
FAYETTEVILLE, NC 28312

FICK, JASON ROBERT;&
KATHLEEN MARIE
806 GRAZING CT
FAYETTEVILLE, NC 28312

FLAGG, ELOUISE
4501 SANDEROSA RD
FAYETTEVILLE, NC 28312

FOX, STEVEN M;& MELISSA G
1620 HOLLOMAN DR
FAYETTEVILLE, NC 28312

FRANCESCHI, GIOVANNI;&
WILFREDO CABALLERO
1617 HOLLOMAN DR
FAYETTEVILLE, NC 28312

FRAZIER, STEPHEN;& NATALIA
246 JOHN NUNNERY RD
STEDMAN, NC 28391

FREVERT, BENJAMIN R
1032 WILD PINE DR
FAYETTEVILLE, NC 28312

FULLER, LISA L
1804 HOLLOMAN DR
FAYETTEVILLE, NC 28312

GADDY, MARTIN;& PHYLLIS
819 ANCIENT CT
FAYETTEVILLE, NC 28312

GARCIA, LARRY;& MARILIS GUZMAN
1708 BEXLEY CT
FAYETTEVILLE, NC 28312

GARDNER, MARY
4509 SANDEROSA RD
FAYETTEVILLE, NC 28304

GEORGE, HARRISON ALLEN JR;&
MARY
1214 WILD PINE DR
FAYETTEVILLE, NC 28312

GILLAND, STEVEN W;& BETSY J
1132 WILD PINE DR
FAYETTEVILLE, NC 28312

GREEN, ROSS L
1718 HOLLOMAN DR
FAYETTEVILLE, NC 28312

HALLAS, LISA MICHELLE;&
EDWARD STEPHEN
1123 WILD PINE DR
FAYETTEVILLE, NC 28312

HARDY, DANZENIA
1109 WILD PINE DR
FAYETTEVILLE, NC 28312

HART, ADAM D;& MEREDITH C
1737 ROCKROSE DR
FAYETTEVILLE, NC 28312

HASKELL, JEFFREY L;& DIANE Y
4109 CARFEW CT
FAYETTEVILLE, NC 28312

HAYNES, MARCIE K
4037 LEMUEL FARM RD
FAYETTEVILLE, NC 28312

HENRY, BENNY JR;& MERNITA
1612 HOLLOMAN DR
FAYETTEVILLE, NC 28312

HENRYHAND, TAMIKA N
4101 CARFEW CT
FAYETTEVILLE, NC 28312

HUMPHRIES, RUSSELL C;& DAPHNE W
1440 BAYWOOD RD
FAYETTEVILLE, NC 28312

HURLEY, CATHERINE MCDANIEL
1715 ROCKROSE DR
FAYETTEVILLE, NC 28312

JACKSON, ANGELA C
4038 LEMUEL FARM RD
FAYETTEVILLE, NC 28312

JACKSON, ROBERT K;& CONNIE F
2322 CLEVELAND AVE
FAYETTEVILLE, NC 28312

JOHNSON, CURTIS;& MILICIA
1215 WILD PINE DR
FAYETTEVILLE, NC 28312

KEEN, MATTHEW COREY;&
JESSICA MARIE
1616 HOLLOMAN DR
FAYETTEVILLE, NC 28312

KNOLLINGER, ASHLEY HILL
1645 HOLLOMAN DR
FAYETTEVILLE, NC 28312

LAMIA, NICHOLAS S;& JACQUELIN R
1709 BEXLEY CT
FAYETTEVILLE, NC 28312

LEE, BRAD TYSON;& SILVIA J;GARY,
GRANT
4305 SANDEROSA RD
FAYETTEVILLE, NC 28312

LUCAS, NICOLE J.
1700 BEXLEY CT
FAYETTEVILLE, NC 28312

MACCRORY, STEPHEN A;&
JACQUELINE M
1704 ROCKROSE DR
FAYETTEVILLE, NC 28312

MALONE, THOMAS N;& CYNTHIA C
1632 HOLLOMAN DR
FAYETTEVILLE, NC 28312

MCDONALD, OLIVER;& GRACIE
1559 BAYWOOD RD
FAYETTEVILLE, NC 28312

MCDUFFIE, CHRISTEL R.;& LARRY
1807 HOLLOMAN DR
FAYETTEVILLE, NC 28312

MCINROY, PATRICK M;& JENNIFER A
1113 WILD PINE DR
FAYETTEVILLE, NC 28312

MCKOY, MARTHA MORRIS
1470 BAYWOOD RD
FAYETTEVILLE, NC 28312

MITCHELL, TERRY A;& DEBORAH D
1600 HOLLOMAN DR
FAYETTEVILLE, NC 28312

MOSLEY, MILTON DEAN SR;& CYNTHIA
CAROL
10445 WILD PINE DR
FAYETTEVILLE, NC 28312

NELSON, MARK C;&
ALICE J MULLHOLAND
1715 HOLLOMAN DR
FAYETTEVILLE, NC 28312

NELSON, MICHAEL AARON;&
DOROTHEA ELIZABETH
1608 HOLLOMAN DR
FAYETTEVILLE, NC 28312

ORELLANA, CHRISTIAN GEOVANY;&
MELANIE CAMPBELL-ORELLANA
1628 HOLLOWMAN DR
FAYETTEVILLE, NC 28312

PARKER, CHARLES;& DONNA
809 BAGPIPE CT
FAYETTEVILLE, NC 28312

PATRICIA W BUNCH LIVING TRUST
6837 NE CUBITIS AVE LOT 35
ARCADIA, FL 34266

PEARCE, DOUGLAS JR;& REBECCA J
1570 BAYWOOD RD
FAYETTEVILLE, NC 28312

PEREZ, STEVEN P.;& JACQUELINE D.
1722 HOLLOMAN DRIVE
FAYETTEVILLE, NC 28312

PRICE, TIMOTHY
1116 WILD PINE DR
FAYETTEVILLE, NC 28312

PRUITT, TIREA M
1605 HOLLOMAN DR
FAYETTEVILLE, NC 28312

RAMSEY, ROBIER SHAWN;&
BRANDI MILES
808 RAINFALL CT
FAYETTEVILLE, NC 28312

REICH, DONNA JULIAN;& WILLIE
GLENN LIFE ESTATE
1594 BAYWOOD RD
FAYETTEVILLE, NC 28312

ROBLES, EDWIN;& MONICA
1613 HOLLOMAN DR
FAYETTEVILLE, NC 28312

ROSS, JERMAINE;& CRANCENA
1726 HOLLOMAN DR
FAYETTEVILLE, NC 28312

SALINAS, JOSE D;& PATRICIA H
4032 LEMUEL FARM RD
FAYETTEVILLE, NC 28312

SANCHEZ, RAUL;& ELVIRA VILLEDA
4475 SANDEROSA RD
FAYETTEVILLE, NC 28312

SANDERS, LAUREN RAE;& CODY
WAYNE SHARPLESS
4024 LEMUEL FARM RD
FAYETTEVILLE, NC 28312

SCALES, DARRYL;& LISA A
1033 WILD PINE DR
FAYETTEVILLE, NC 28312

SEVILLA, GREGORY;& MAUREEN
807 RAINFALL CT
FAYETTEVILLE, NC 28312

SEXTON, BRADY;& BIRGIT
1649 HOLLOMAN DR
FAYETTEVILLE, NC 28312

SHAKIR, MOHAMAD A;&
HODA K MOSLUH
1105 WILD PINE DR
FAYETTEVILLE, NC 28312

SIGMON, DAVID MARTEL;&
ERIKA CLAWSON
1127 WILD PINE DRIVE
FAYETTEVILLE, NC 28312

SIPPEL, GARY L
49 FRINGE TREE LN
CLAYTON, NC 27520

SMITH, JEREMY TODD
1601 HOLLOMAN DR
EASTOVER, NC 28312

SMITH, ROBERT SHAWN;& AMANDA C
PO BOX 691
FAYETTEVILLE, NC 28302

SOMARATNA, SOBANA D;& VERONICA
1731 ROCKROSE DR
FAYETTEVILLE, NC 28312

SPEAS, THERESE D
1710 HOLLOMAN DR
FAYETTEVILLE, NC 28312

STEPHENS, PHILIP C;& ERIN E
1724 ROCKROSE DR
FAYETTEVILLE, NC 28312

STERLING, ANTHONY K JR
212 N WILSHIRE BLV
WILSON, NC 27893

STEVENS, DUANE T;& SHARON D
1211 WILD PINE DR
FAYETTEVILLE, NC 28312

SUMRALL, MELINDA P
822 ANCIENT CT
FAYETTEVILLE, NC 28312

TALATI, AKASH;& MITAL PARMAR
4041 LEMUEL FARM RD
FAYETTEVILLE, NC 28312

TARRILLION, JOHN M;& MICHELE M
4042 LEMUEL FARM RD
FAYETTEVILLE, NC 28312

THOMAS, ARNOLD S;& BETTY JOYCE
1208 WILD PINE DR
FAYETTEVILLE, NC 28312

TKD GOLF MANAGEMENT LLC
904 FOUR WOOD DR
FAYETTEVILLE, NC 28312

TODD, JAMERE D
1704 BEXLEY CT
FAYETTEVILLE, NC 28312

TREGO, DAVID;& JOANNE HESSMILLER
1041 WILD PINE DR
FAYETTEVILLE, NC 28312

TUCKER, PAMELA;& TIMOTHY PRICE
1655 HOLLOMAN DR
FAYETTEVILLE, NC 28312

WADE, JERRY CLAYTON JR;&
VANESSA DIANE
1650 HOLLOMAN DR
FAYETTEVILLE, NC 28312

WARGNY, DAVID B;& CHONG S
4033 LEMUEL FARM RD
FAYETTEVILLE, NC 28312

WASHINGTON, JAMES A;&
GWENDOLYN K
1219 WILD PINE DR
FAYETTEVILLE, NC 28312

WASHINGTON, RANDOLPH DAVIS;&
MONICA BROCK
1641 HOLLOMAN DR
FAYETTEVILLE, NC 28312

WATKINS, EARL JR;& TRACY M
1640 HOLLOMAN DR
FAYETTEVILLE, NC 28312

WILKERSON, JERRY R II;& DANIELLE M
4088 DOVETREE DR
DANVILLE, IN 46122

WILLIAMSON, PHILLIP DAVID
JR.;GILLAM, KEYETTE O.
1701 BEXLEY CT
FAYETTEVILLE, NC 28312

WILLIFORD, PHILLIP M,
MICHAEL L;DAVID, R
2539 MIRROR LAKE DR
FAYETTEVILLE, NC 28303

WILSON, TODD A;& MICHELLE J
1712 ROCKROSE DR
FAYETTEVILLE, NC 28312

YOUNG, HENRY W JR;& CONSTANCE
COPELAND
1633 HOLLOMAN DR
FAYETTEVILLE, NC 28312

CARTER, STANLEY
1365 BAYWOOD RD
FAYETTEVILLE, NC 28312

JERNIGAN, PETER GUTHRIE
PO BOX 1851
FAYETTEVILLE, NC 28302

PATTERSON, JASON LEE; & AMY B
1221 WILD PINE DR
FAYETTEVILLE, NC 28312

THORNTON, LEON S;&DEMETRIS KAYE
1741 ROCKROSE DR
FAYETTEVILLE, NC 28312

BEST, MICHAEL LYNN
1624 HOLLOMAN DR
FAYETTEVILLE, NC 28312

Rezoning request

4377 Sanderosa Road

The property is currently zoned A1 and the future land use plan for the area calls for Rural Density Residential. The developer desires to construct a single-family subdivision consisting of 22 lots, requiring a rezoning to RR. The property will be developed with a single cul-de-sac that will be built to NCDOT Class A standards and ultimately accepted into the NCDOT roadway system.

Gravity sewer service is not available at the site so the lots will be served with septic tanks. PWC is currently negotiating with an adjacent property owner to obtain an offsite easement in order to extend water service to the proposed subdivision from the Stone Creek subdivision. Wells will be used for water service if the easement to extend public water is not secured.

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 October 18, 2021, in room 118 of the County Courthouse at 117 Dick Street to hear the following:

ZON-21-0004: text amendment for Cumberland County Zoning Ordinance, to create a new Section 112; pre-application meetings, mandating and providing direction for pre-application conference meetings prior to land development submittal; County (Applicant).

ZON-21-0005: text amendment for Cumberland County Zoning Ordinance; amending section 1501; to include new requirements for neighbor communications summary reports for all conditional zoning request applications for any agricultural or residential district that involves more than 10 acres and proposes an increase in density from what is existing or includes a zero-lot line subdivision; County (Applicant).

ZON-21-0007: rezoning 0.50 +/- ac R10 to C(P) or more restrictive zoning district; at 5725 Camden Road; David Ferruzzi (owner).

ZON-21-0008: rezoning of a portion of two lots on 0.58 +/- ac CD/CUD to R15/CUD or more restrictive zoning district; at 2241 & 2245 Mannington Dr; Pam Remodeling (owner)

ZON-21-0009: rezoning 10.32 +/- ac A1 to RR or more restrictive zoning district; north of Sanderosa Rd and east of Baywood Rd; R Chi, LLC (owner)

Bethany Land Use Plan: This Plan is to be used as a guide when making land use decisions within the Bethany area. The Plan covers an area generally defined on the south by Oak Grove Church Road; on the west by Wade-Stedman Road; on the north by N.C. Highway 13 (Goldsboro Road); and on the east by the South River/Sampson County. Copies of the draft Plan are located at the Cumberland County Planning & Inspections Department at 130 Gillespie Street, Fayetteville, NC. The draft plan may also be found on the Cumberland County Planning & Inspections website or the following link: <https://www.cumberlandcountync.gov/departments/planning-group/planning-and-inspections/planning/comprehensive-planning>
 10/1, 11 5253089

Ad Order Number

0005253089

Sales Rep.

0090

Order Taker

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Order Source

Telephone

Order Invoice Text

CCBoC - 10/18/21 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

\$485.12

Tax Amount

\$0.00

Total Amount

\$485.12

Amount Due

\$485.12

Payment Method

Payment Amount

\$0.00

Ad Number

0005253089-01

Ad Type

CL Legal Line

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Color

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Product

Placement/Classification

Run Dates

Inserts

Cost

FO::

401 - Legals

10/4/2021, 10/11/2021

2

\$465.92

OL::

401 - Legals

10/4/2021, 10/11/2021

2

\$19.20



OFFICE OF THE COUNTY MANAGER

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF OCTOBER 18, 2021

TO: BOARD OF COUNTY COMMISSIONERS

FROM: AMY H. CANNON, COUNTY MANAGER

DATE: 10/14/2021

SUBJECT: FAYETTEVILLE-CUMBERLAND LIAISON COMMITTEE - HOMELESS COLLABORATION

BACKGROUND

At the September Liaison Committee Meeting, City members asked if the County would collaborate with the City on the Homeless Day Center. Mayor Colvin made a motion that the City Council and the Board of Commissioners' discuss the Homeless Day Center and get guidance on whether there is an appetite to collaborate or not, for planning purposes. The motion passed (4 to 1).

At the October 14 Agenda Session, Commissioner Adams provided an update on actions of the Liaison Committee and the summary below of this collaboration issue:

- o County can continue with the Homeless Shelter
- o City can continue with renovation of the Homeless Day Center
- o In the future, there has to be communication because at some point, these projects have to be meshed
- o Resources will have to be merged to maximize
- o Work together through the Homeless Committee already created through Interlocal Agreement

Commissioner Adams made the following motion:

To collaborate with the City on homelessness through the Homeless Committee Interlocal Agreement. The motion passed (4 to 3). Since this was not unanimous approval, this item will be presented as an Item of Business.

RECOMMENDATION / PROPOSED ACTION

At the October 14, 2021 Agenda Session, the Board approved forwarding the following action to the October 18, 2021 Board of Commissioners' meeting:

Collaborate with the City on Homelessness through the Homeless Committee Interlocal Agreement.



OFFICE OF THE COUNTY MANAGER

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF OCTOBER 18, 2021

TO: BOARD OF COUNTY COMMISSIONERS

FROM: AMY H. CANNON, COUNTY MANAGER

DATE: 10/14/2021

**SUBJECT: CONSIDERATION OF CROWN COMPLEX MULTI-PURPOSE MARKET
AND FINANCIAL FEASIBILITY STUDY NEXT STEPS**

BACKGROUND

Attached is the Market and Financial Feasibility Study Summary presented to the public on September 15, 2021. A few of the key findings presented are as follows:

- Cost to upgrade the Theatre/Arena are cost prohibitive
- Public/Stakeholder feedback supports replacement with a new venue
- Programming must be reflective of young, diverse market
- Local, regional and national promoters expressed interest in new venue
- Consideration should be given to regional market competition
- Entertainment industry has experienced sustained growth
- Demand exists for a multi-purpose venue
- Existing Food & Beverage Tax most viable source to fund the new venue

The study also presented information on the building program, site analysis, financial analysis and the economic and fiscal impacts. The following timeline and Next Steps were presented:

- Secure Project Funding.....Late 2021 to Early 2022
- Option to Hire Owners Rep.....Mid 2022
- Site Selection & Purchase.....Late 2022 to Early 2023
- Design & DocumentationLate 2022 to Late 2023
- Final Building Review/Approval and
Construction Contract Execution.....Early 2024
- Construction.....Mid 2024 to Late 2025
- Venue Opening..... November 2025

The first step in this timeline is securing project funding. If the Board has a desire to move this project forward, the County should work with our Financial Advisor, DEC Associates Inc., in a review of the project costs, key financial assumptions and financial pro forma. DEC would then update our Capital Planning Model with this data

and present this to the Board.

At the October 14, 2021 Agenda Session, the Board discussed the recommendation to initiate the first step of securing project funding by directing the Finance Director to work with our Financial Advisor, DEC Associates, Inc. in reviewing project costs, key financial assumptions and the financial pro forma. In addition the Board instructed the Manager to prepare and present the Request for Proposal (RFP) to engage the Owner's Representative at the November Agenda Session. The actions were approved to move forward at the October 18, 2021 Board of Commissioner's Meeting. This motion was not unanimous and will be presented as an Item of Business.

RECOMMENDATION / PROPOSED ACTION

At the October 14, 2021 Agenda Session, the Board approved forwarding the following actions to the October 18, 2021 Board of Commissioner's Meeting:

Engage the County's Financial Advisor, DEC, Associates, Inc. in reviewing the financial assumptions, project costs and updating the Capital Planning Model with a presentation at the November Agenda Session.

Prepare and present the Request for Proposal (RFP) to engage the Owner's Representative at the November Agenda Session.

ATTACHMENTS:

Description

Type

Market and Financial Feasibility Study (September 2021)

Backup Material



Proposed Multi-Purpose Event Center Market & Financial Feasibility Study

September 2021

PROJECT TEAM OVERVIEW

2



MARKET & FINANCIAL
FEASIBILITY EXPERT



ARCHITECTURAL
DESIGN EXPERT



COMMUNITY
OUTREACH EXPERT

SAMPLE PROJECT TEAM EXPERIENCE

smart financial centre
at Sugar Land

ALASKA CENTER
PERFORMING ARTS



Raleigh

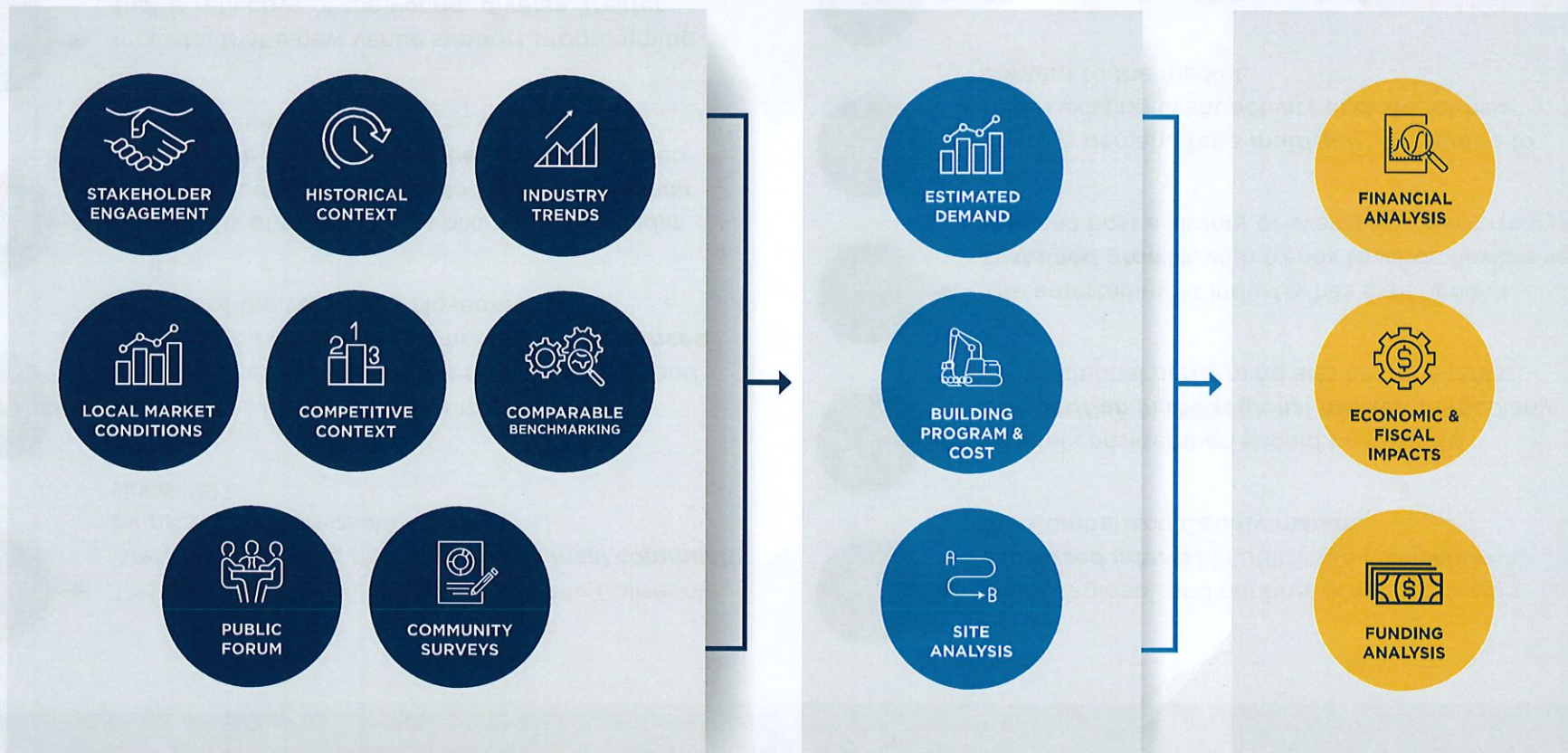


ECU



STUDY PROCESS

3



KEY FINDINGS

4



The Crown Complex, which includes the Coliseum, Arena, and Theatre, have **served the local community** by providing high-quality events since 1997.



Past studies have concluded that the cost of necessary repairs and upgrades to the Arena and Theatre are prohibitive, prompting the **announced closure** of the venues by November 2025.



The results of significant public and stakeholder outreach suggests a **desire to replace the Arena and Theatre with a new venue** to retain a variety of entertainment events in the market.



It is vital that a new venue support programming that is reflective of the **young, diverse greater Cumberland County market**.



Local, regional, and national event promoters **expressed interest** in utilizing a new venue in the Cumberland County market.



Careful consideration should be given to **competition in the regional market**, particularly for traditional performing arts center events.



The entertainment industry has experienced **sustained growth**, with trends towards flexible venues that can host a variety of events and performances.



There is demand for a **multi-purpose venue** to retain existing event activity and attract new content to the market.



The existing **Food & Beverage Tax** represents the most viable means of funding the cost of a new multi-purpose venue.

GUIDING FRAMEWORK



CROWN COMPLEX OVERVIEW

6

KEY TAKEAWAY

The planned closure of the Crown Arena & Theatre brought focus to studying a **replacement venue** among key stakeholders

CROWN COLISEUM 10,000 SEATS



60 EVENTS HOSTED IN 2019
OPERATIONS TO CONTINUE PAST 2025

TYPES OF EVENTS HOSTED



HOCKEY



OTHER SPORTS



CONCERTS



ARENA FOOTBALL



GRADUATIONS

CROWN ARENA 4,500 SEATS



28 EVENTS HOSTED IN 2019
CLOSES IN NOV. 2025

TYPES OF EVENTS HOSTED



BANQUETS



OTHER SPORTS



CONCERTS



ROLLER DERBY



TRADE SHOWS



GRADUATIONS

CROWN THEATER 2,500 SEATS



30 EVENTS HOSTED IN 2019
CLOSES IN NOV. 2025

TYPES OF EVENTS HOSTED



FAMILY SHOWS



COMEDY



CONCERTS



PERFORMING ARTS



SYMPHONY



DANCE

The Crown Complex also includes a 60,000-square-foot Expo Center and a 10,000-square-foot Ballroom that host approximately 70 events annually.

STAKEHOLDER ENGAGEMENT & PUBLIC FORUM

7

KEY TAKEAWAY

Stakeholders and the public desire a *sustainable venue that brings top events* and provides space for community users

STAKEHOLDER ENGAGEMENT KEY FINDINGS



Preference for **financially-sustainable** community amenity



Desire for ability to host **wide variety** of events



The venue could **serve a niche in the Fayetteville market**



Stakeholders largely preferred a **downtown location**



An extension of the **Prepared Food & Beverage Tax** could be the primary funding method

PUBLIC FORUM KEY FINDINGS



The project team hosted **four public forum sessions**



Over 80 percent had **positive attitude** toward a new venue



The **top event types** included concerts and theater / musicals



Majority of participants preferred a **downtown location**



A successful project would be **self-sustaining** and spur **economic growth**

ENTERTAINMENT INDUSTRY GROWTH

8

KEY TAKEAWAY

The entertainment industry has seen **strong sustained growth** over the last 20 years, especially in recent years

ENTERTAINMENT INDUSTRY TICKET SALES IN NORTH AMERICA

Growth of Total Live Entertainment
Ticket Sales since 2000:

9.6%

Growth of Touring Theater
Ticket Sales since 2000:

5.8%







VENUE TRENDS

9

KEY TAKEAWAY

Increased flexibility and new revenue streams are key elements in developing a sustainable venue

-  **Flexibility** is important in terms of seating, staging, and acoustics to allow venues to accommodate a wide variety of event types and users
-  Well-designed lobbies, atriums, or outdoor plazas are increasingly valuable amenities to **host private rentals** on non-event days
-  **Premium seating** is important to appeal to a broad array of patrons within a market, drive incremental revenue, and allow patrons to socialize as part of their attendance
-  Successful venues accommodate the needs of a variety of users by offering an **array of rentable spaces**, including meeting rooms and studios



PERFORMING ARTS CENTER TYPES

10

KEY TAKEAWAY

Commercial arts-oriented venue with multi-purpose design can capitalize on industry trends, fits the diverse Cumberland County market and best aligns with stakeholder and community priorities

TRADITIONAL PERFORMING ARTS VENUES

- Focused on traditional arts, like symphony, opera, and ballet
- Typically have a tenant
- Often operated as a non-profit
- Often subsidized



UNIVERSITY BASED FACILITIES

- Constructed, owned, and operated by universities
- Serves as home to university fine arts students and other performer
- Primary focus is school use



CASINO THEATERS

- Owned and operated by casinos
- Built to host popular acts to encourage gaming spend
- Can buy acts to draw people to casino for gambling



COMMERCIAL ARTS ORIENTED VENUES

- Host wide amount of entertainment and performing arts events
- Can accommodate local arts groups
- Generally, maintain scheduling flexibility without a tenant
- Operated for profit



REGIONAL COMPETITION

11

KEY TAKEAWAY

The regional market contains a **high level of competition** for traditional performing arts events



1
TOWNSHIP AUDITORIUM
CAPACITY: 3,072



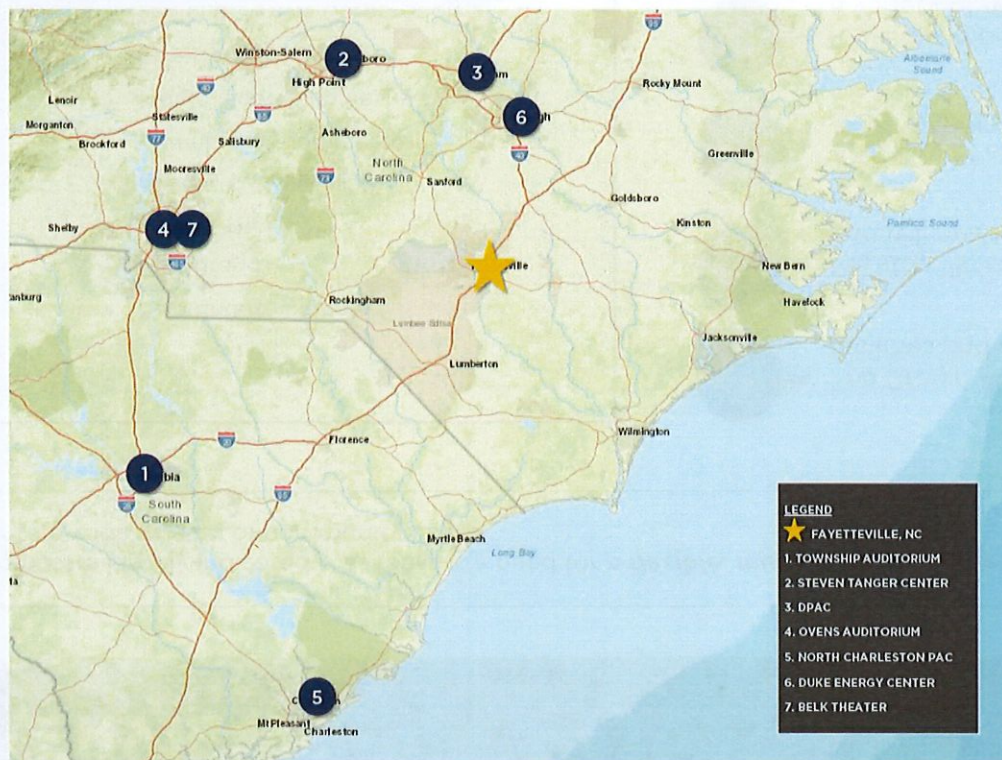
2
STEVEN TANGER CENTER
CAPACITY: 3,000



3
DPAC
CAPACITY: 2,712 5TH HIGHEST PERFORMING THEATER WORLDWIDE IN 2019



4
OVENS AUDITORIUM
CAPACITY: 2,403 140TH HIGHEST PERFORMING THEATER WORLDWIDE IN 2019



5
NORTH CHARLESTON PAC
CAPACITY: 2,341



6
DUKE ENERGY CENTER
CAPACITY: 2,277



7
BELK THEATER
CAPACITY: 2,100 56TH HIGHEST PERFORMING THEATER WORLDWIDE IN 2019

KEY TAKEAWAY

Event promoters largely indicated that there is a need for a **flexible, multi-purpose venue** to host a wide variety of events and cater to a wide swath of community users

ORGANIZATIONS INTERVIEWED

- Arts Council of Fayetteville
- Black on Black Project (Visual Art Exchange)
- Cape Fear Regional Theatre
- CHMF Entertainment, Inc
- Cumberland County Schools
- Fayetteville Area Convention & Visitors Bureau
- Fayetteville Cumberland County Economic Development Corporation
- Fayetteville State University
- Fayetteville Symphony Orchestra
- Feld Entertainment
- Fort Bragg
- Gilbert Theatre
- Greater Fayetteville Chamber of Commerce
- Indigo Moon Film Festival
- Live Nation
- National Artists Corporation
- Peachez, Inc
- Premier Productions
- Shakespeare Sweet Tea
- The Capitol Encore Academy



The Crown Arena and Theatre are **outdated** facilities and are in need of replacement



Fayetteville is a **secondary or tertiary market** and will need to rely on local/regional events



A facility of approximately **2,000 to 3,000** seats would best serve the Fayetteville market



It will be important for the venue to include a variety of **modern amenities**



A **multi-purpose design** would allow the venue to host a broad range of event types



The venue could host a **wide variety of events**

COMMUNITY SURVEY FEEDBACK

13

KEY TAKEAWAY

There is **meaningful community support** for a new, multi-purpose venue that brings a variety of events into the marketplace



Approximately 87 percent of respondents indicated that current Crown Complex events are important to the community



Approximately 88 percent of indicated a positive attitude toward the construction of a new multi-purpose venue



Approximately 98 percent of respondents indicated a willingness to attend events at a new multi-purpose venue



The most important event types to respondents included concerts, theater, Broadway, family shows, and comedy



The Crown Complex site was the most preferred site, followed closely by the Downtown location



Survey respondents largely preferred a multi-purpose venue over a traditional performing arts center



Respondents indicated that they would visit out-of-County venues less frequently as a result of construction of a new in-County venue

1,300
RESPONDENTS

2.8%
MARGIN OF ERROR

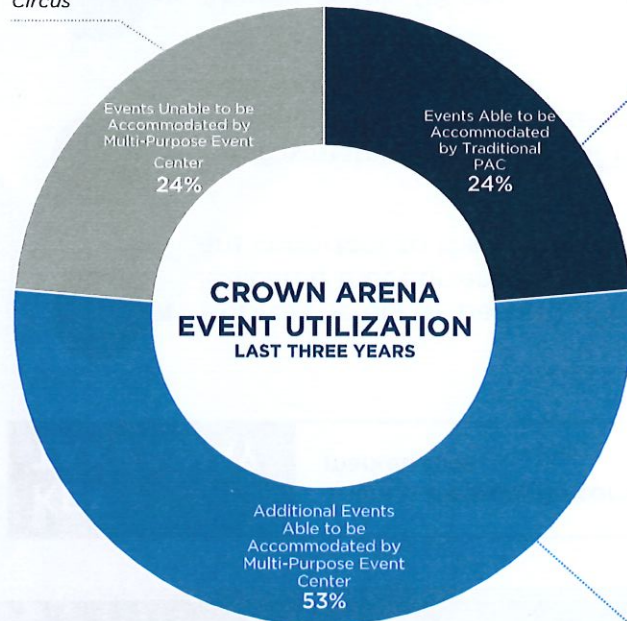
HISTORICAL UTILIZATION CONSIDERATIONS

14

KEY TAKEAWAY

The closure of the Crown Arena & Theatre will provide a **strong baseline** of utilization at new multi-purpose venue

Roller Derby,
Basketball,
Circus



Concerts, Family Shows, Comedy,
Performing Arts, Small Banquets & Meetings



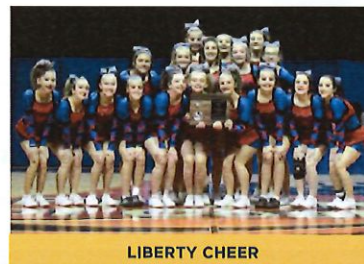
SPRING ORCHESTRA FESTIVAL



FAYETTEVILLE HIP-HOP FESTIVAL



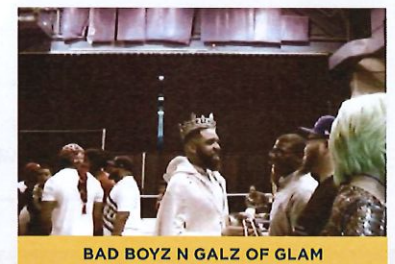
PARTNERSHIP FOR CHILDREN SOIREE



LIBERTY CHEER



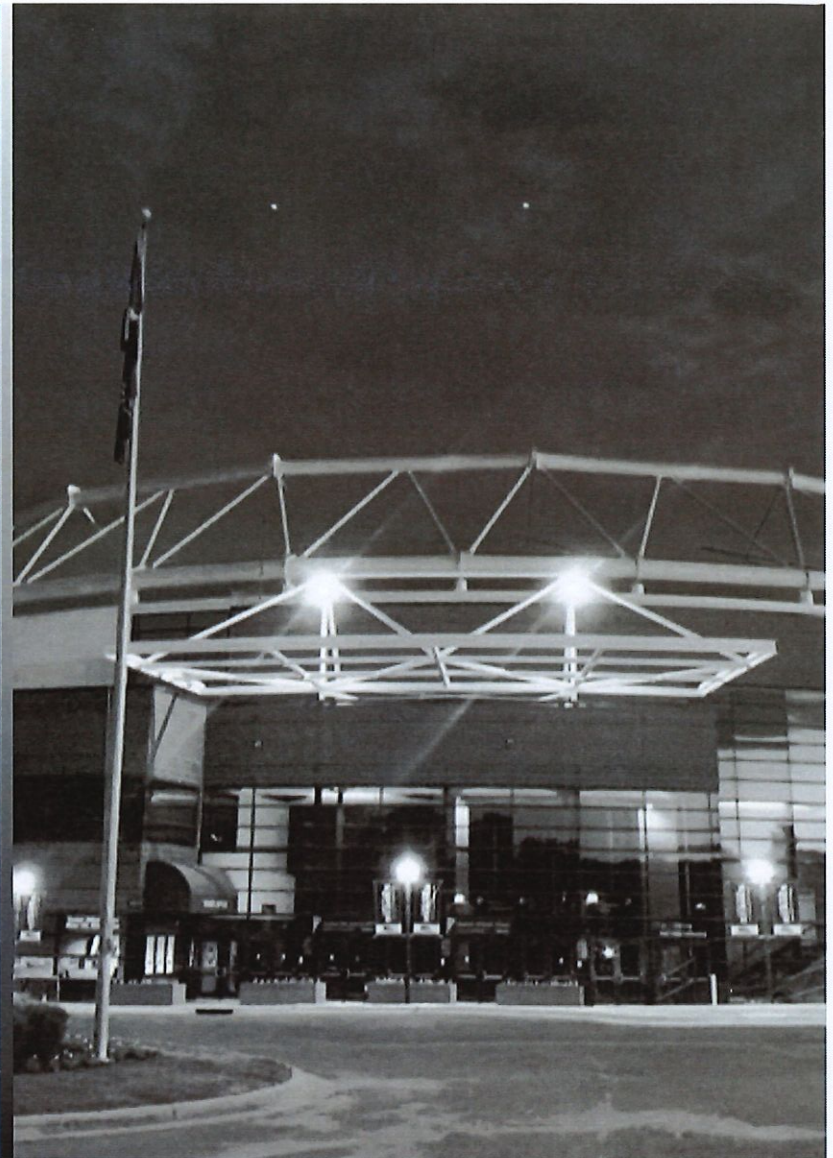
SPECIAL FORCES GRADUATION



BAD BOYZ N GALZ OF GLAM

Large Banquets & Meetings, Sporting
Showcases, Graduations, Trade Shows

ESTIMATES & RECOMMENDATIONS



ESTIMATED DEMAND

16

SUMMARY OF EVENT UTILIZATION

EVENT TYPE	NUMBER OF EVENTS	AVERAGE ATTENDANCE	TOTAL ATTENDANCE
Ticketed Events			
Major Concerts	10	2,500	25,000
Minor Concerts	10	1,500	15,000
Comedy Shows	5	1,250	6,250
Family Shows	6	1,000	6,000
Touring Theater / Broadway	5	1,750	8,750
Local & Regional Performing Arts	30	750	22,500
TOTAL - TICKETED EVENTS	66	1,265	83,500
Non-Ticketed Events			
Sporting Showcases	5	1,500	7,500
Graduations	7	1,500	10,500
Community Events	20	500	10,000
Private Rentals	50	350	17,500
TOTAL - NON-TICKETED EVENTS	82	555	45,500
TOTAL - ALL EVENTS	148	872	129,000

INDUSTRY TRENDS

+

COMPETITIVE
CONTEXT

+

USER
FEEDBACK

+

HISTORICAL
OPERATION

=

ESTIMATED EVENTS
& ATTENDANCE

SEATING CAPACITY CONSIDERATIONS

TOP 200 THEATERS IN NORTH AMERICA

3,282

AVERAGE CAPACITY

2,000-3000

CAPACITY RANGE FOR
VENUES WITH SIMILAR
ATTENDANCE UTILIZATION
(129,000)

CROWN EVENT NEEDS

UNDER 1,500 | 66%

PERCENT OF CROWN
ARENA & THEATRE EVENTS
ACCOMMODATED

UNDER 2,000 | 79%

PERCENT OF CROWN
ARENA & THEATRE EVENTS
ACCOMMODATED

UNDER 2,500 | 90%

PERCENT OF CROWN
ARENA & THEATRE EVENTS
ACCOMMODATED

PROMOTER FEEDBACK

2,500

AVERAGE CAPACITY
RECOMMENDED

2,000-3000

RECOMMENDED
CAPACITY RANGE

RECOMMENDATION

2,075

RECOMMENDED
SEATED CAPACITY

2,500

RECOMMENDED
MAXIMUM CAPACITY

OTHER BUILDING PROGRAM CONSIDERATIONS

MULTI PURPOSE CONSIDERATIONS

- Fewer fixed seats
- Multi-functional floor space
- General admission floor configuration
- No orchestra pit or stage tower
- Limited interior finish designed for larger gatherings

OTHER CONSIDERATIONS

- Premium Seating: 10 6-Seat VIP Boxes and 200 VIP Memberships
- One (1) grand lobby
- Three (3) meeting / classrooms (flexible to five)
- 22 Concession points of sale
- 50 water closets & 25 Urinals
- One (1) ticket / box office
- Four (4) dressing rooms
- Two (2) truck bays
- Rigging grid
- State-of-the-art audio, video, lighting, and power
- Sufficient storage

MULTI-PURPOSE CONSIDERATIONS

19

MULTI PURPOSE BUILDING PROGRAM ELEMENTS



NO ORCHESTRA PIT OR STAGE TOWER



FEWER FIXED SEATS



GENERAL ADMISSION FLOOR CONFIGURATION



MULTI-FUNCTIONAL FLOOR SPACE

MULTI PURPOSE EVENT CONFIGURATIONS



CONCERT CONFIGURATION



BANQUET CONFIGURATION

ESTIMATED BUILDING PROGRAM & COST

20

MULTI-PURPOSE VENUE



2,500

MAXIMUM CAPACITY



2,075

SEATED CAPACITY



89,000

SQUARE FOOTAGE



\$75M - \$80M

ESTIMATED COST

NOTES TO PROJECT COST

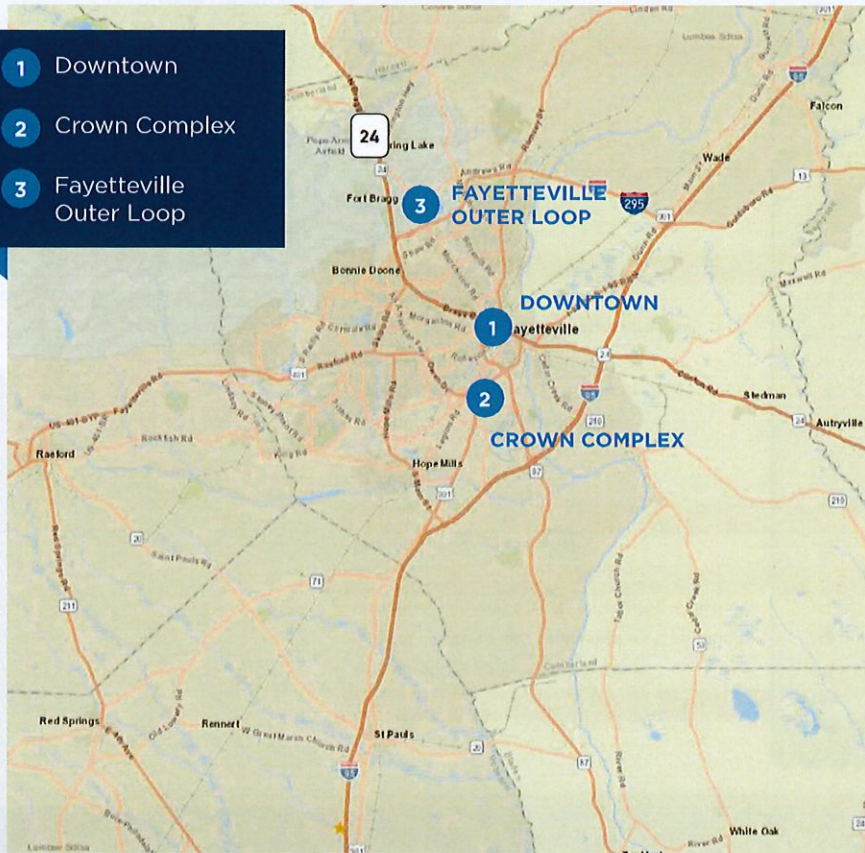
- Total estimated cost does not include site-specific costs
- Assumes leveling off of COVID related supply chain issues impacting material costs
- Estimated costs are in 2021 dollars

Note: Total estimated cost does not include site-specific costs.

SITE ANALYSIS

21

- 1 Downtown
- 2 Crown Complex
- 3 Fayetteville Outer Loop



SITE ANALYSIS CRITERIA

(20 TOTAL CATEGORIES WEIGHTED ON SCALE OF 1 TO 5)

- Appeal to Potential Users
- Appeal to Community Stakeholders
- Demographic Characteristics
- Size & Infrastructure
- Accessibility
- Funding & Project Development

TOTAL SCORE

EACH SITE RANKED ON SCALE OF 1 TO 3 FOR EACH CATEGORY

1ST

161^{PTS}
DOWNTOWN

2ND

135^{PTS}
CROWN COMPLEX

3RD

107^{PTS}
FAYETTEVILLE
OUTER LOOP

SITE RANKINGS

22

	MULTIPLIER	DOWNTOWN FAYETTEVILLE		CROWN COMPLEX		FAYETTEVILLE OUTER LOOP	
	Scale ⁽¹⁾	Rating	Score	Rating	Score	Rating	Score
Appeal to Users/ Stakeholders							
Appeal of Site to Promoters/Users	5	3	15	2	10	1	5
Appeal of Site to Key Stakeholders/Community	5	3	15	2	10	1	5
Potential / Appeal of Site in Creating a District	2	3	6	2	4	1	2
Demographic Characteristics							
Demographic Characteristics	3	3	9	3	9	2	6
Size & Infrastructure							
Size of Land Parcel	4	1	4	3	12	2	8
Site Acquisition	3	1	3	3	9	1	3
Compatibility of Adjacent Uses	3	2	6	3	9	2	6
Potential for Additional Development	4	3	12	2	8	3	12
Attractiveness of Site	5	3	15	1	5	2	10
Necessary Infrastructure Improvements	3	3	9	3	9	2	6
Existing Zoning	2	3	6	3	6	3	6
Accessibility:							
Local Accessibility	4	3	12	2	8	1	4
Regional Accessibility	3	2	6	1	3	3	9
Existing Condition of Immediate Access Points	2	3	6	2	4	1	2
Availability of / Proximity to Parking	5	2	10	3	15	2	10
Walkability	2	3	6	1	2	1	2
Visibility	2	3	6	1	2	3	6
Funding & Project Development							
Existing Legislation	2	3	6	2	4	1	2
Potential for City/County Partnership	3	3	9	2	6	1	3
TOTAL SCORE			161		135		107
SITE RANK			1		2		3

Rating scale: "3" is best in category, "1" is worst in category. Score is calculated by multiplying weighted scale by site rating for each factor.
 (1) Indicates relative importance of factor. "5" is more important, "1" is less important.

FINANCIAL PRO FORMA

23

KEY ASSUMPTIONS

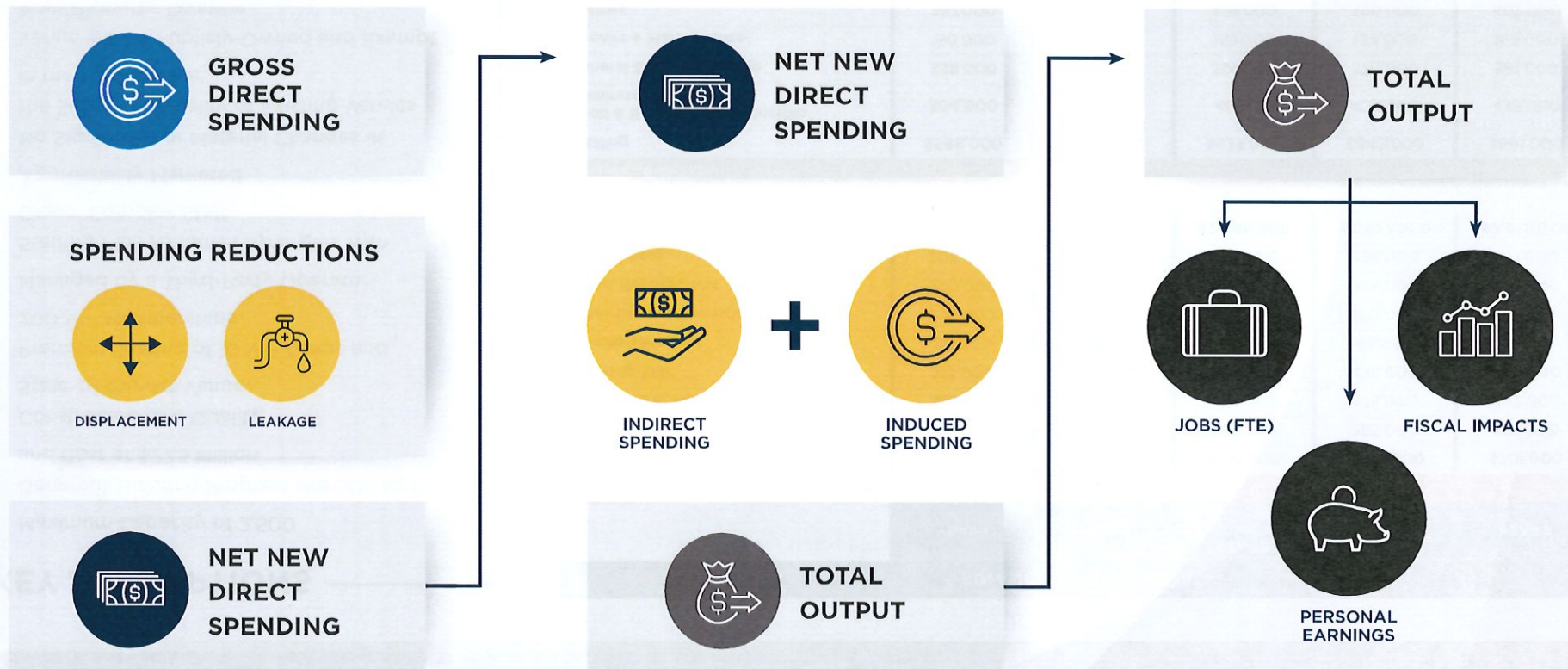
- Maximum Capacity of 2,500
- Generous Building Program (89,000 sq.ft.) and Cost of \$77.5 Million
- Constructed as a Quality, State-of-the-Art Venue
- Premium Seating of 10 VIP Boxes and 200 VIP Memberships
- Managed by a Third-Party Operator
- Staffing Plan Assumes Synergies with Crown Complex Staff
- Aggressively Marketed
- No Significant or Material Changes in the Supply or Quality of Existing Venues in the Marketplace
- Venue will be Publicly-Owned and Exempt from Property Taxation
- Crown Arena & Theatre will Cease Operations in 2025
- No Restrictions from COVID-19 Pandemic

FINANCIAL PRO FORMA

	YEAR 1	YEAR 2	YEAR 3 <i>Stabilized Year of Operation</i>	YEAR 4	YEAR 5
Operating Revenues					
Rental Income, Net	\$468,000	\$562,000	\$661,000	\$680,000	\$701,000
Premium Seating	257,000	257,000	257,000	265,000	273,000
Concessions, Net	325,000	393,000	464,000	478,000	492,000
Catering, Net	313,000	366,000	422,000	435,000	448,000
Merchandise, Net	30,000	36,000	43,000	44,000	45,000
Advertising & Sponsorships, Net	276,000	285,000	293,000	302,000	311,000
Ticket Rebates, Net	220,000	267,000	316,000	325,000	335,000
Facility Fees	206,000	246,000	289,000	298,000	307,000
TOTAL REVENUE	\$2,095,000	\$2,412,000	\$2,745,000	\$2,827,000	\$2,912,000
Operating Expenses					
Staffing	\$588,000	\$605,000	\$623,000	\$642,000	\$661,000
Food & Beverage/Sponsorship Commissions	304,000	356,000	411,000	423,000	436,000
General & Administrative	339,000	349,000	359,000	370,000	381,000
Repairs & Maintenance	150,000	155,000	159,000	164,000	169,000
Utilities	357,000	368,000	379,000	390,000	402,000
Insurance	89,000	92,000	95,000	98,000	100,000
TOTAL EXPENSES	\$1,827,000	\$1,925,000	\$2,026,000	\$2,087,000	\$2,149,000
NET OPERATING INCOME (EBITDA) BEFORE RENT	\$268,000	\$487,000	\$719,000	\$740,000	\$763,000

ECONOMIC IMPACT METHODOLOGY

24



ECONOMIC & FISCAL IMPACTS

25

CITY OF FAYETTEVILLE

DIRECT SPENDING	\$75,299,000
TOTAL OUTPUT	\$133,451,000
JOBS (FTE'S)	170
PERSONAL EARNINGS	\$52,788,000

CUMBERLAND COUNTY

DIRECT SPENDING	\$89,300,000
TOTAL OUTPUT	\$161,015,000
JOBS (FTE'S)	300
PERSONAL EARNINGS	\$68,621,000

STATE OF NORTH CAROLINA

DIRECT SPENDING	\$78,864,000
TOTAL OUTPUT	\$144,707,000
JOBS (FTE'S)	360
PERSONAL EARNINGS	\$66,357,000

NET NEW FISCAL IMPACT SUMMARY

32-YEAR NET PRESENT VALUE

	CITY	COUNTY	STATE
SALES TAX	--	\$1,835,000	\$3,209,000
INCOME TAX	--	--	\$3,484,000
OCCUPANCY TAX	--	\$137,000	--
PREPARED FOOD & BEVERAGE TAX	--	\$169,000	--
RENTAL VEHICLE TAX	\$4,000	\$3,000	--
TOTAL	\$4,000	\$2,144,000	\$6,693,000

FUNDING POTENTIAL

26

PREPARED FOOD & BEVERAGE TAX ASSUMPTIONS

1.0%

F&B TAX RATE

\$8.3M

ESTIMATED COLLECTIONS
(2025)

\$4.2M

ESTIMATED REVENUE AVAILABLE
FOR DEBT AFTER SUBSIDY & DEBT
OBLIGATIONS (2025)

IDENTIFIED POTENTIAL FUNDING SOURCES

Estimated Project Costs	\$77.5M
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Public Sources

Prepared Food & Beverage Tax*	\$80.6M
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Private Sources

Venue Operating Income*	\$5.2M
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TOTAL	\$85.8M
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* Assumes 30-year bonds with 4.0 percent interest and a 1.5x debt coverage ratio.
Note: Total funding potential excludes private donations that could potentially support the project.

NEXT STEPS



NEXT STEPS

28

- 1 **SECURE PROJECT FUNDING**.....Late 2021 to Early 2022
- 2 **OPTION TO HIRE OWNERS REP**Mid 2022
- 3 **SITE SELECTION & PURCHASE**Late 2022 to Early 2023
- 4 **DESIGN & DOCUMENTATION**.....Late 2022 to Late 2023
- 5 **FINAL BUILDING REVIEW/APPROVAL AND
CONSTRUCTION CONTRACT EXECUTION**.....Early 2024
- 6 **CONSTRUCTION**.....Mid 2024 to Late 2025
- 7 **VENUE OPENING**.....November 2025





CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF OCTOBER 18, 2021

TO: BOARD OF COUNTY COMMISSIONERS

FROM: KELLIE BEAM, DEPUTY CLERK TO THE BOARD

DATE: 10/15/2021

**SUBJECT: JOINT FORT BRAGG & CUMBERLAND COUNTY FOOD POLICY
COUNCIL (6 VACANCIES)**

BACKGROUND

The Cumberland County Board of Commissioners established the Joint Fort Bragg & Cumberland County Food Policy Council on June 21, 2021.

The Cumberland County Department of Public Health and the Fort Bragg Department of Public Health recommend to the Cumberland County Board of Commissioners the six candidates listed below to officially establish the Joint Fort Bragg & Cumberland County Food Policy Council. (See attached)

Member Representing Local Higher Education position:

Dr. Dana Kolbfleisch, Methodist University

Member Who Works in the Field of Healthcare, Public Health, Food Insecurity/Food Access or Child and Adult Care position:

Shella Korch, Carolina Collaborative Community Care

Member Who Does Not Work in Local Government or Health Agencies position:

Veronica Feliciano, Fayetteville State University

Member Representing Fort Bragg Schools position:

Stephanie White, Mental Health Military & Family Life Counselor

Member(s) Who Works in Local Government position (2):

Mayor Pro Tem Kenjuana McCray, Town of Hope Mills

Natasha Randall, Women's Health Research

RECOMMENDATION / PROPOSED ACTION

Nominate individuals to fill the six (6) vacancies above.

ATTACHMENTS:

Description

Type

Joint Ft Bragg Cumberland County Food Policy Council Nomination Backup
Information

Backup Material

TO: BOARD OF COUNTY COMMISSIONERS

FROM: DR. JENNIFER GREEN, PUBLIC HEALTH DIRECTOR

DATE: 10/4/2021

SUBJECT: JOINT FORT BRAGG & CUMBERLAND COUNTY FOOD POLICY COUNCIL CANDIDATES

BACKGROUND

On June 10th, the Cumberland County Board of Commissioners was asked to Establish a Joint Fort Bragg & Cumberland County Food Policy Council during the June 10th Agenda Session and it was done so on June 21, 2021.

The first "Joint Fort Bragg & Cumberland County Food Policy Council" interest meeting was held on Thursday September 30, 2021 at 6pm virtually by the Healthiest Cities and Counties Food Policy Council subcommittee group and the committee heard from 6 interested members of the community on why they want to be a member of the Food Policy Council. Their names for the consideration of the Board of County Commissioners are as follows:

Dr. Dana Kolbfleisch, Methodist University, representative of higher education

Shella Korch, Carolina Collaborative Community Care (4C), representative of healthcare, public health, food insecurity, food access, child or adult care worker

Veronica Feliciano, Fayetteville State University, representative of community members who *do not* work in local government or health agencies

Stephanie White, Mental Health Military & Family Life Counselor, representative of Fort Bragg Schools

Mayor Pro Tem Kenjuana McCray, Town of Hope Mills, representative for local government worker

Natasha Randall, Women's Health Research, representative for local government worker

RECOMMENDATION / PROPOSED ACTION

Cumberland County Department of Public Health and Fort Bragg Department of Public Health are recommending that the Cumberland County Board of Commissioners accept the nominations for the candidates listed above to officially establish a Joint Fort Bragg & Cumberland County Food Policy Council.

FORT BRAGG & CUMBERLAND COUNTY
FOOD POLICY COUNCIL
1 Year Term

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
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Co-Chair / Military Chair from Fort Bragg (1)

Name
Street Address
City/State/Zip
Phone
Email

Co-Chair / Civilian Chair from Cumberland County (1)

Name
Street Address
City/State/Zip
Phone
Email

Members Who Do Not Work in Local Government or Health Agencies (3)

Name
Street Address
City/State/Zip
Phone
Email

Name
Street Address
City/State/Zip
Phone
Email

Name
Street Address
City/State/Zip
Phone
Email

Members Involved in Local Farming and Agriculture (2)

Name
Street Address
City/State/Zip
Phone
Email

FORT BRAGG & CUMBERLAND COUNTY
FOOD POLICY COUNCIL
1 Year Term

Fort Bragg & Cumberland County Food Policy Council, Page 2

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
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Name
Street Address
City/State/Zip
Phone
Email

Member Representing Local Higher Education (Fayetteville State University, Methodist University, & Fayetteville Technical Community College) (1)

Name
Street Address
City/State/Zip
Phone
Email

Member Representing Fort Bragg Schools (1)

Name
Street Address
City/State/Zip
Phone
Email

Member Representing Cumberland County School District (1)

Name
Street Address
City/State/Zip
Phone
Email

Members Who Work in the Fields of Healthcare, Public Health, Food Insecurity/Food Access, or Child and Adult Care (3)

Name
Street Address
City/State/Zip
Phone
Email

FORT BRAGG & CUMBERLAND COUNTY
FOOD POLICY COUNCIL
1 Year Term

Fort Bragg & Cumberland County Food Policy Council, Page 3

<u>Name/Address</u>	<u>Date</u> <u>Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For</u> <u>Reappointment</u>
---------------------	---------------------------------	-------------	----------------	---

Name
Street Address
City/State/Zip
Phone
Email

Name
Street Address
City/State/Zip
Phone
Email

Members Who Work in Local Government (2)

Name
Street Address
City/State/Zip
Phone
Email

Name
Street Address
City/State/Zip
Phone
Email

Contact: Martina Sconiers-Talbert, Grants Manager / 433-3672

Meetings: The Co-chairs will convene and preside at meetings. At a minimum 4 meetings will be held each year on dates chosen by the Executive Committee.

Board of Commissioners adopted a resolution supporting the establishment of the Fort Bragg & Cumberland County Food Policy Council June 21, 2021. Structure and 15 members with specific categories adopted as part of resolution.

APPLICANTS FOR
JOINT FORT BRAGG & CUMBERLAND COUNTY FOOD POLICY COUNCIL

NAME/ADDRESS/TELEPHONE	OCCUPATION	EDUCATIONAL BACKGROUND
AMMONS, SANDY (W/F) 2201 HULL RD FAYETTEVILLE NC 28303 988-7350/678-8201 AMMONSS@FAYTECHCC.EDU 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: REPRESENTATIVE OF HIGHER EDUCATION & CIVILIAN CHAIR FROM CUMBERLAND COUNTY</i>	EXECUTIVE DIRECTOR FTCC FOUNDATION INC	BS & BA
COX, ANICCA (W/F) 6911 BROCKWOOD STREET FAYETTEVILLE NC 28314 575-770-4349 NO EMAIL ADDRESS LISTED Graduate-County Citizens' Academy: No Graduate-Institute for Community Leadership: No Graduate-Leadership Fayetteville: No Graduate-United Way's Multi-Cultural Leadership Program: No Graduate-other leadership academy: No <i>CATEGORY: HEALTHCARE, PUBLIC HEALTH, FOOD INSECURITY/FOOD ACCESS, CHILD OR ADULT CARE WORKER & LOCAL FARMING AND AGRICULTURE & REPRESENTATIVE OF HIGHER EDUCATION</i>	EDUCATION METHODIST UNIVERSITY	PHD
CREW, NATHAN (W/M) 2809 DARTMOUTH DRIVE FAYETTEVILLE NC 28304 912-463-2549 NATE@CREWFAMILYENTERPRISES.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 <i>CATEGORY: LOCAL FARMING AND AGRICULTURE</i>	ORCHARDIST, AUTHOR ENTREPRENEUR SELF EMPLOYED	BACHELORS
FELICIANO, VERONICA (H/F) 5220 ROY C STALLINGS JR STREET HOPE MILLS NC 28348 964-3953/762-2262 VFELICIANO@BRNCOS.UNCFSU.EDU 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: NC TRANSPORTATION LEADERSHIP ACADEMY; OFFICERS ACADEMY <i>CATEGORY: REPRESENTATIVE OF HIGHER EDUCATION & HEALTHCARE, PUBLIC HEALTH, FOOD INSECURITY/FOOD ACCESS, CHILD OR ADULT CARE WORKER</i>	STUDENT/PROGRAM MANAGER FAYETTEVILLE STATE UNIVERSITY	BS

**APPLICANTS FOR
JOINT FORT BRAGG & CUMBERLAND COUNTY FOOD POLICY COUNCIL PAGE 2**

NAME/ADDRESS/TELEPHONE	OCCUPATION	EDUCATIONAL BACKGROUND
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KOLBFLEISCH, DANA (-/F) 7416 HAMMERSLEY RD FAYETTEVILLE NC 28306 919-480-5388/482-5514	ASSISTANT PROFESSOR METHODIST UNIVERSITY	DOCTORATE
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DKOLBFLEISCH@METHODIST.EDU

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

CATEGORY: REPRESENTATIVE OF HIGHER EDUCATION

KORCH, SHELLA (W/F) 2113 STONEWASH DRIVE FAYETTEVILLE NC 28306 972-992-8508/223-3393	EXECUTIVE ASSISTANT CAROLINA COLLABORATIVE COMMUNITY CARE (4C)	CAP
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S.KORCH@CAROLINACCC.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: COMMUNITY MEMBERS WHO DO NOT WORK IN LOCAL GOVERNMENT OR
HEALTH AGENCIES***

MCCRAY, KENJUANA (B/F) 1625 CITATION COURT PARKTON NC 28371 910-494-1352	MAYOR PRO TEM HOPE MILLS INTERIM DEAN OF ARTS & HUMANITIES FTCC	DOCTORATE
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KMCCRAY@TOWNOFHOPEMILLS.COM

Graduate-County Citizens' Academy: No
Graduate-Institute for Community Leadership: YES
Graduate-Leadership Fayetteville: No
Graduate-United Way's Multi-Cultural Leadership Program: YES
Graduate-other leadership academy: HOPE MILLS CITIZENS ACADEMY; HOMETOWN RURAL LEADERSHIP,
UNC ADVANCED LEADERSHIP INSTITUTE

CATEGORY: REPRESENTATIVE OF HIGHER EDUCATION & LOCAL GOVERNMENT WORKER

NADERMANN, YAHAIIRA N (H/F) 1 GRENADO STREET FT. BRAGG, NC 28307 619-952-6340/436-0500	FOOD PANTRY MANAGER ARMED SERVICES YMCA	BA-PSYCHOLOGY
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YNADERMANN@ASYMCA.ORG

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: HEALTHCARE, PUBLIC HEALTH, FOOD INSECURITY/FOOD ACCESS, CHILD OR
ADULT CARE WORKER & MILITARY CHAIR FROM FORT BRAGG***

APPLICANTS FOR
JOINT FORT BRAGG & CUMBERLAND COUNTY FOOD POLICY COUNCIL PAGE 3

<u>NAME/ADDRESS/TELEPHONE</u>	<u>OCCUPATION</u>	<u>EDUCATIONAL BACKGROUND</u>
RANDALL, NATASHA (B/F) 1508 RICHBOROUGH CT FAYETTEVILLE NC 28314 910-207-3608 NATASHARANDALL717@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: No <i>CATEGORY: LOCAL GOVERNMENT WORKER</i>	CLINICAL RESEARCH COORDINATOR WOMEN HEALTH RESEARCH	COLLEGE
SCOTT, CANDACE (W/F) 3551 STURBRIDGE DR HOPE MILLS NC 28348 382-0804/826-3131 CSCOTT@CCPFC.ORG 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: JACKSONVILLE ONSLOW LEADERSHIP ACADEMY <i>CATEGORY: HEALTHCARE, PUBLIC HEALTH, FOOD INSECURITY/FOOD ACCESS, CHILD OR ADULT CARE WORKER</i>	VICE PRESIDENT OF PROGRAMS PARTNERSHIP FOR CHILDREN OF CC	BA-STUDIO ART
WHITE, STEPHANIE (-/F) 5628 CRENSHAW DRIVE FAYETTEVILLE, NC 28303 843-209-6848 MSJWHITE99@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 <i>CATEGORY: REPRESENTATIVE OF FORT BRAGG SCHOOLS</i>	MENTAL HEALTH MILITARY & FAMILY LIFE COUNSELOR	MA-FAMILY THERAPY



CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF OCTOBER 18, 2021

TO: BOARD OF COUNTY COMMISSIONERS

FROM: KELLIE BEAM, DEPUTY CLERK TO THE BOARD

DATE: 10/11/2021

**SUBJECT: CUMBERLAND COUNTY HOME AND COMMUNITY CARE BLOCK
GRANT COMMITTEE (7 VACANCIES)**

BACKGROUND

The Cumberland County Home and Community Care Block Grant Committee has the following seven (7) vacancies.

Older Consumer:

Joanne Yokely – Resigned.

The CC Home and Community Care Block Grant Committee recommends **Delores “Dee” Boyer** to fill the unexpired term. (See attached)

Paul Taylor – Resigned.

The CC Home and Community Care Block Grant Committee recommends **Willie Wright**. (See attached)

Stephen MacDonald – completing first term on December 31, 2021. Eligible for reappointment. Mr. MacDonald indicated he is willing to serve a second term.

Civic Representative:

Robin Kivett – completed second term.

The CC Home and Community Care Block Grant Committee recommends **Bennie Bradley**. (See attached)

Aging Service Provider:

Robert Williams – Resigned.

The CC Home and Community Care Block Grant Committee recommends **Debra Kinney** for the unexpired term. (See attached)

Lisa Hughes – completing first term on December 31, 2021. Eligible for reappointment. Ms. Hughes indicated

she is willing to serve a second term.

Kendra Haywood – completing first term on December 31, 2021. Eligible for reappointment. Ms. Haywood indicated she is willing to serve a second term.

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

RECOMMENDATION / PROPOSED ACTION

Nominate individuals to fill the seven (7) vacancies above.

ATTACHMENTS:

Description	Type
CC Home and Community Care Block Grant Committee Nomination Backup Information	Backup Material

Cumberland County Home and Community Care Block Grant Committee

The Cumberland County Home and Community Care Block Grant Committee works with the County on matters related to service priorities and planning for older adults.

Statutory Authorization: NCGS 143B

Member Specifications:

21 Members with Specific Categories:

- Older consumers (8)
- Aging Service Providers (9)
- Civic Representative (1)
- Elected Official (1)
- County Representative (2)

Term: 4 Years

Compensation: None

Duties:

- Functions as a resource to the Mid-Carolina Area Agency on Aging by obtaining input from service providers, older consumers and their families in the development of an annual Aging Funding Plan;
- Serves in an advisory capacity for the Care Management service provided by Mid-Carolina Area Agency on Aging.

Meetings: 3rd Thursday January, April, August and November at 2:00 PM. Length of the meetings varies.

Meeting Location: Various service provider locations within Cumberland County

Mid-Carolina Area Agency on Aging

6205 Raeford Road • Telephone (910) 323-4191 • Fax (910) 323-9330
Fayetteville, North Carolina 28304

October 4, 2021

TO: Kellie Beam, Deputy Clerk to the Board

FROM: Tracy Honeycutt, Area Agency on Aging Director

SUBJECT: Mid-Carolina Home and Community Care Block Grant Committee (HCCBG)

The Home and Community Care Block Grant Committee recommends the following positions:

Delores "Dee" Boyer for the Older Consumer position vacated by JoAnn Yokely
Willie Wright for the Older Consumer position vacated by Paul Taylor
Bennie Bradley for the Civic Representative position vacated by Robin Kivett
Debra Kinney for the Aging Service Provider position vacated by Robert Williams

According to my records Stephen McDonald, Lisa Hughes and Kendra Haywood are all eligible for reappointment in December. They are all active on the committee and I would like to recommend that they all be reappointed.

Thank you for your consideration.

HOME AND COMMUNITY CARE BLOCK GRANT COMMITTEE
(PLANNING COMMITTEE FOR AGING SERVICES)
4 Year Term

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
<u>Older Consumer</u>				
VACANT (Vacated by J. Yokely)	12/20	1 st full term	Sept/24 9/30/24	Yes
Stephen MacDonald 1783 Cawdor Drive Fayetteville, NC 28304 426-8117 SMACDONALD3@NC.RR.COM	12/17	1st	Dec/21 12/31/21	Yes
VACANT (Vacated by P. Taylor)	2/18	1 st	Feb/22 2/28/22	Yes
Rebecca Campbell 7027 Darnell Street Fayetteville, NC 28314 487-7555	12/20	2nd	Sept/24 9/30/24	No
Willie McKoy 1632 Greenock Ave Fayetteville NC 28304	12/20	1 st	Dec/24 12/31/24	Yes
Edna Cogdell 734 Ashburton Drive Fayetteville, NC 28301 488-4582/624-4558	12/20	2nd	Sept/24 9/30/24	No
Judy Dawkins 2004 Morganton Rd Fayetteville, NC 28305	12/20	1st	Dec/24 12/31/24	Yes
Rebecca "Becky" Rebec 4010-204 Bardstown Ct Fayetteville, NC 28304 248-535-1804 Babchab6@gmail.com	2/18	1st	Feb/22 2/28/22	Yes

Name/Address	Date Appointed	Term	Expires	Eligible For Reappointment
<u>Aging Service Provider</u>				
Kevin Walker 3420 Dorado Cir #304 Fayetteville, NC 28304 734-218-1392/676-8676 kevinwalker@rdltherapeutic.com	6/19	1st	Feb/22 2/28/22	Yes
	(serving unexpired term; eligible for one additional term)			
Kendra Haywood 603 Sugaridge Lane Fayetteville, NC 28311 354-6743	12/17	1st	Dec/21 12/31/21	Yes
VACANT (Vacated by R. Williams) 2/18		1 st	Feb/22 2/28/22	Yes
Terri Thomas 508 Spaulding Street Fayetteville, NC 28301	12/20	1st	Dec/24 12/31/24	Yes
Felicia Johnson 2606 Raeford Rd Fayetteville, NC 28303 910-771-4499	2/18	1st	Feb/22 2/28/22	Yes
Devin Trego 1006 McKimmon Road Fayetteville, NC 28303 910-493-3449/610-223-2165 devint@legalaidnc.org	2/19	1st	April/22 4/30/22	Yes
	(serving unexpired term; eligible for one additional term)			
Lisa Hughes 5524 Shady Pine Ct Hope Mills, NC 28348 339-6579/988-8727/484-0111 LHUGHES@CCCCOOA.ORG	12/17	1st	Dec/21 12/31/21	Yes
Meagan Honaker 5427 Fountain Lane Hope Mills, NC 28348 988-8505/429-7223 mhonaker@trinity-health.org	4/21	1st	April/25 4/30/25	Yes

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
<u>Aging Service Provider</u>				
Helen Godwin 805 Retriever Court Fayetteville, NC 28311 630-3674/670-2451	12/20	2 nd	Dec/24 12/31/24	No
<u>Civic Representative</u>				
VACANT (Vacated by R. Kivett)	12/17	2 nd	Nov/20 11/30/20	No
<u>Elected Official</u>				
Frances Collier PO Box 47 Linden, NC 28356	12/20	2 nd	Sept/24 9/30/24	No
<u>County Representative</u>				
Amy Cannon County Manager PO Box 1829 Fayetteville, NC 28302-1829	02/11	NA	NA	NA

Meets as needed at various service providers within Cumberland County.

Contact: Tracy Honeycutt - 323-4191 x27 - Fax 323-9330 – thoneycutt@mccog.org
6205 Raeford Rd, Fayetteville, NC 28304

APPLICANTS FOR
CUMBERLAND COUNTY HOME AND COMMUNITY CARE BLOCK GRANT COMMITTEE

NAME/ADDRESS/PHONE	OCCUPATION	EDUCATIONAL BACKGROUND
ABRAMS, DR. MARCIA KAREN (B/F) 204 HELEN STREET FAYETTEVILLE, NC 28303 562-443-1734 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	ARCHBISHOP/MINISTER MY KING'S SERVICE	COLLEGE LISTED
BOYER, DELORES J. (W/F) 724 MAXINE STREET FAYETTEVILLE NC 28303 630-3735/322-1450 DEEBOYER48@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: NO CATEGORY: OLDER CONSUMER	RETIRED	SOME COLLEGE
BRADLEY, BENNIE D. (B/F) 5837 CONSERVATION COURT FAYETTEVILLE NC 28314 339-3402/624-9120 BDBRADLEY26@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: CIVIC REPRESENTATIVE	RETIRED	BA
DICKENS, CATHY (-/F) 1426 COBRA DRIVE FAYETTEVILLE NC 28303 910-286-0157 MAXINEDICKENS69@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	DISTRICT SUPERVISOR SOIL AND WATER	HIGH SCHOOL

APPLICANTS FOR
CUMBERLAND COUNTY HOME AND COMMUNITY CARE BLOCK GRANT COMMITTEE – Page 2

NAME/ADDRESS/PHONE	OCCUPATION	EDUCATIONAL BACKGROUND
GRANT, JOHN MOSES (-/M) 2526 GILLESPIE STREET #125 FAYETTEVILLE, NC 28306 253-666-3716 JOHNMOSESGRANT@LIVE.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/AGING SERVICE PROVIDER?	WRITER	BA-MARKETING
KINNEY, DEBRA (B/F) 1506 CAMELOT DRIVE FAYETTEVILLE NC 28304 491-4793/853-1510 DKINNEY@ALLIANCEHEALTHPLAN.ORG 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: ALLIANCE ASPIRING LEADERS PROGRAM CATEGORY: AGING SERVICE PROVIDER	EDUCATION & OUTREACH SPECIALIST ALLIANCE HEALTH	MS/BA
MARABLE, KATHERINE (-/F) 1805 MCGOUGAN RD FAYETTEVILLE NC 28303 486-9035 NO EMAIL LISTED *SERVES ON THE MID-CAROLINA AGING ADVISORY COUNCIL* Graduate-County Citizens' Academy: YES Graduate-Institute for Community Leadership: YES Graduate-Leadership Fayetteville: YES Graduate-United Way's Multi-Cultural Leadership Program: YES Graduate-other leadership academy: YES CATEGORY: GENERAL PUBLIC	RETIRED EDUCATOR CC SCHOOLS	MASTERS
MCENTIRE, RASHAD (B/M) 142 SORGHUM WAY FAYETTEVILLE NC 28314 706-763-0632 RASHADMCENTIRE@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	FOOD SAFETY US ARMY	BA-BUSINESS ADMIN

APPLICANTS FOR
CUMBERLAND COUNTY HOME AND COMMUNITY CARE BLOCK GRANT COMMITTEE – Page 3

<u>NAME/ADDRESS/PHONE</u>	<u>OCCUPATION</u>	<u>EDUCATIONAL BACKGROUND</u>
STEEGER, VICTORIA (A/F) 408 MCPHERSON AVE FAYETTEVILLE NC 28303 918-809-3695/919-346-0947 VICTORIASTEEGER@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 <i>CATEGORY: OLDER CONSUMER</i>	DIRECTOR SMI CONSULTANCY	BSE & MED, PHD
WRIGHT, WILLIE (-/M) 196 DARROCK CT FAYETTEVILLE NC 28311 822-6415/568-1291 WRIGHT196@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: YES Graduate-other leadership academy: No <i>CATEGORY: OLDER CONSUMER</i>	RETIRED	BS/MSA/MED



CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF OCTOBER 18, 2021

TO: BOARD OF COUNTY COMMISSIONERS

FROM: KELLIE BEAM, DEPUTY CLERK TO THE BOARD

DATE: 10/11/2021

SUBJECT: LIBRARY BOARD OF TRUSTEES (3 VACANCIES)

BACKGROUND

At their meeting on October 4, 2021, the Board of Commissioners nominated the following individuals to fill three (3) upcoming vacancies on the Cumberland County Library Board of Trustees:

NOMINEE(S)

Irene Grimes (reappointment)

Joseph “Bart” Fisher (new appointment)

Ariel Matthews (reappointment)

I have attached a current membership list for this board.

RECOMMENDATION / PROPOSED ACTION

Appoint individuals to fill the three (3) vacancies above.

ATTACHMENTS:

Description

Library Board of Trustees Membership Roster

Type

Backup Material

LIBRARY BOARD OF TRUSTEES

3 Year Term

All terms expire in December and begin in January. Recommendations for nominations placed on first meeting in October agenda and appointments placed on second meeting in October agenda. Although terms will not begin until the following January, the Library takes their new appointees through an orientation process in December before they begin serving in January.

Name/Address	Date Appointed	Term	Expires	Eligible For Reappointment
Katrina Tiffany 812 Norwood Street Fayetteville, NC 28305 850-2145/491-2111	11/18	2nd	Dec/21 12/31/21	No
Irene Grimes 3918 Colorado Drive Hope Mills, NC 28348 910-987-5923 Irene-grimes@hotmail.com	11/18	1st	Dec/21 12/31/21	Yes
Dennis Cedzo 2737 Colgate Drive Fayetteville, NC 28304 850-3520/229-8542/867-5309 dcedzo@aol.com	10/20	1 st full term	Dec/23 12/31/23	Yes
Belinda J. Wilkerson 1429 Pepperchase Drive Fayetteville, NC 28312 223-5189/401-447-4273	11/18	2nd	Dec/21 12/31/21	No
Ann McRae 202 Stedman Street Fayetteville, NC 28305 336-253-7404 Arm_3@yahoo.com	12/19	1st	Dec/22 12/31/22	Yes
Pamela Suggs Story 631 West Cochran Ave Fayetteville, NC 28301 339-8350/286-0783/678-2621 Venus_28301@yahoo.com	10/20	1st	Dec/23 12/31/23	Yes
Jeremy Fiebig 5400 Ramsey Street Fayetteville, NC 28311 910-747-0061 figurativelyspeaking@gmail.com	12/19	1st	Dec/22 12/31/22	Yes

Contact: Marili Melchionne or Faith B. Phillips— 483-7727 x1304

Meeting Date: 3rd Thursday of each month at 9:05 AM; (exception would be 2nd Thursday in December and no regularly scheduled meetings in July and August) – Meeting locations are different libraries within the County.