
AGENDA
CUMBERLAND COUNTY BOARD OF COMMISSIONERS
JUDGE E. MAURICE BRASWELL
CUMBERLAND COUNTY COURTHOUSE - ROOM 118
APRIL 4, 2022
9:00 AM

INVOCATION - Commissioner Larry Lancaster

PLEDGE OF ALLEGIANCE -

1. APPROVAL OF AGENDA

2. PRESENTATIONS

A. Update on Community Child Abuse Prevention Plan by Ms. Faith Boehmer

3. CONSENT AGENDA

A. Approval of March 17, 2022 Special Meeting, March 21, 2022 Special Meeting and March 21, 2022 Regular Meeting Minutes

B. Approval to Pay Prior Year Invoice

C. Approval of Proclamation Recognizing April 4-10, 2022 as National Public Health Week

D. Approval of Proclamation Recognizing April 10-16, 2022 as National Public Safety Telecommunicators Week

E. Approval of Proclamation Recognizing April 11, 2022 as Arbor Day

F. Approval of Proclamation Recognizing April 2022 as National County Government Month

G. Approval of Sale of Surplus Real Property Located at 1716 Bladen Circle, Fayetteville

H. Approval of Sale of Surplus Real Property Located at 325 Bonnie Street, Fayetteville

I. Approval of Sale of Surplus Real Property Located off Turnpike Road, Fayetteville

J. Acceptance of Offer To Purchase Surplus Property Located Off A.B. Carter Road, Fayetteville

K. Acceptance of Offer to Purchase Surplus Property Located at 324 E. Jenkins Street, Fayetteville

L. Acceptance of Offer to Purchase Surplus Property Located off Lake Upchurch Drive, Fayetteville

M. Acceptance of Offer to Purchase Surplus Property, Being 12.44 Acres of Vacant Land Located Adjacent to the Cape Fear River, Fayetteville

N. Acceptance of Offer to Purchase Surplus Property Located off Ingram Street, Fayetteville

- O. Acceptance of Offer to Purchase Surplus Property Located at 213 Hawthorne Road, Fayetteville
- P. Acceptance of Offer to Purchase Surplus Property Located at 6103 Canadian Avenue, Fayetteville
- Q. Acceptance of Offer to Purchase Surplus Property Located at 6229 Canadian Avenue, Fayetteville
- R. Acceptance of Offer to Purchase Surplus Property Located at 6347 Canadian Avenue, Fayetteville
- S. Approval of Budget Ordinance Amendments for the April 4, 2022 Board of Commissioners' Agenda

4. ITEMS OF BUSINESS

- A. Consideration of Mid-Carolina Workforce Development Consortium Agreement and Resolution
- B. Consideration of Multi-Purpose Event Center Capital Project Budget Ordinance #220002 and Declaration of Official Intent to Reimburse Expenditures
- C. Consideration of Contract Approval for MBP Carolinas for Owner's Representative Services

5. NOMINATIONS **There are no Nominations for this Meeting**

6. APPOINTMENTS

- A. Cumberland County Industrial Facilities and Pollution Control Financing Authority

7. CLOSED SESSION: If Needed

ADJOURN

WATCH THE MEETING LIVE

THIS MEETING WILL BE STREAMED LIVE THROUGH THE COUNTY'S WEBSITE, www.cumberlandcountync.gov. 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:

April 18, 2022 (Monday) - 6:45 PM

May 2, 2022 (Monday) - 9:00 AM

May 16, 2022 (Monday) - 6:45 PM



OFFICE OF THE COUNTY MANAGER

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF APRIL 4, 2022

TO: BOARD OF COUNTY COMMISSIONERS

FROM: AMY H. CANNON, COUNTY MANAGER

DATE: 2/9/2022

SUBJECT: UPDATE ON COMMUNITY CHILD ABUSE PREVENTION PLAN BY MS. FAITH BOEHMER

BACKGROUND

Ms. Faith Boehmer, Child Advocacy Center and Ms. Elizabeth (Liz) Sampler, Partnership for Children will be providing an update on the Community Child Abuse Prevention Plan at the April 4, 2022 Board of Commissioners' meeting.

RECOMMENDATION / PROPOSED ACTION

This presentation is for informational purposes only.

ATTACHMENTS:

Description

2022 County Commissioner SOAR Update - April 4, 2022

Type

Backup Material



SOAR | Strengths in Overcoming Adversity thru Resiliency

2022 COUNTY COMMISSIONER UPDATE

FAITH BOEHMER– CHILD ADVOCACY CENTER

LIZ SIMPLER, MPH– THE PARTNERSHIP FOR CHILDREN OF CUMBERLAND COUNTY

WHO WE ARE

- ❖ Over 30 agencies in Cumberland County provide leadership, education and _____ to community about preventing child abuse
- ❖ Coalition is divided into there sub-committees
 - ❖ Community Engagement
 - ❖ DART (Data and Research Team)
 - ❖ Parent Engagement



SUB-COMMITTEES

❖ Community Engagement

- ❖ Committee responsible for engaging the community in the coalition's activities
- ❖ Goals:
 - ❖ Develop Communication Briefs are used to bring awareness to community about the work of SOAR
 - ❖ Reach out to Media Outlets through PSA(s)



SUB-COMMITTEES

❖ DART (Data and Research Team)

- ❖ Responsible for collecting, organizing, translating, and sharing data on SOAR's activities and overall goals.
- ❖ Goals:
 - ❖ Preparing and disseminating a quarterly report tool (possibly using Survey Monkey) to collect SOAR data.
 - ❖ Achieve consensus on and request specific data on key CAN metrics for Cumberland County to request from DSS for quarterly reporting to SOAR



SUB-COMMITTEES

❖ Parent Engagement

- ❖ Connections Matter
- ❖ Parent Cafe's
- ❖ Goals:
 - ❖ Offered café's virtually in 2021, beginning to do some in person
 - ❖ Planning to host a facilitator training in the near future



On-going SOAR Activities and Accomplishments

- ❖ Resilience Documentary training provided to community members
Will be training coalition members to facilitate this training
- ❖ Family Connects community stakeholder buy in and support
- ❖ Protective Factors Training Provided to community ~
Bringing the Protect Factors Framework to Life in Your Work
Helps all participants understand how the protective factors strengthen families
 - ❖ 2 workshops scheduled
 - ❖ April 4-6
 - ❖ May 23-25
- ❖ Triple P brought to community. Program is housed at Cumberland County Health Department
- ❖ Parent Cafes ~ 5 workshops being conducted in March and April of 2022 both in person and virtual



Strengths in **O**vercoming
Adversity thru **R**esiliency

THE SOAR COMMITTEE WOULD LIKE TO EXPRESS OUR APPRECIATION FOR YOUR SUPPORT IN ASSISTING FAMILIES IN OUR COMMUNITY TO
FIND STRENGTH TO OVERCOME ADVERSITY THRU BECOMING RESILIENT.



FINANCE OFFICE

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF APRIL 4, 2022

TO: BOARD OF COUNTY COMMISSIONERS

FROM: VICKI EVANS, FINANCE DIRECTOR

DATE: 3/17/2022

SUBJECT: APPROVAL TO PAY PRIOR YEAR INVOICE

BACKGROUND

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

Department: Sheriff's Office

Vendor: Bob Barker

Goods Received: June 2021

Total Amount: \$1,478.75

Department: Sheriff's Office

Vendor: Craftmaster Hardware

Invoice Date: June 22, 2021

Total Amount: \$340.27

Department: Sheriff's Office

Vendor: Fayetteville Footwear/Red Wing Shoes

Invoice Date: June 29, 2020

Total Amount: \$98.44

RECOMMENDATION / PROPOSED ACTION

Management is requesting approval to pay prior year invoices for the Sheriff's Office totaling \$1,917.46.

ATTACHMENTS:

Description

Prior Year Invoice - Sheriff's Office

Type

Backup Material



Cumberland County SHERIFF'S OFFICE

Ennis W. Wright, Sheriff



Internationally Accredited Law Enforcement Agency

MEMORANDUM

TO: VICKI EVANS, FINANCE DIRECTOR
FROM: LISA BLAUSER, SHERIFF'S OFFICE BUSINESS MANAGER
DATE: March 16, 2022
SUBJECT: REQUEST TO PAY PRIOR YEAR INVOICES

We are requesting payment of prior year invoices as follows:

Bob Barker, Vendor 2897

Invoice INV1626657 dated 6/8/21 totaling \$1,136.35 to be paid from 1014203-522239

Invoice INV1634701 dated 6/29/21 totaling \$342.40 to be paid from 1014203-522239

These invoices are inmate supplies including mattresses and razors. We cannot confirm why these invoice were not received until this week as they were mailed to our office, but can confirm the items were ordered and received. Sufficient funds are currently budgeted, and we request to pay these invoices.

Craftmaster Hardware, Vendor 3126

Invoice I477720 dated 6/22/21 totaling \$340.27 to be paid from 1014203-522210

This invoice was for part to repair the "food pass" on cell doors at the Detention Center. Again, we cannot confirm why these invoice were not received until this week as they were mailed to our office, but can confirm the items were ordered and received. Sufficient funds are currently budgeted, and we request to pay this invoices.

Fayetteville Footwear/Red Wing Shoes, Vendor 4244

Invoice 0230899 dated 6/29/20 totaling \$98.44 to be paid from 1014203-522120

This invoice is for safety shoes for a Cook at the Detention Center. Staff are allowed a \$100 allowance per year for safety footwear. It appears this invoice was lost when there was a personnel change in the Supply/Kitchen supervisor positions at the Detention Center. We have verified the employee was employed at the time of purchase, was eligible for the shoes, and that the shoes were purchased. Sufficient funds are currently budgeted, and we request to pay this invoice.

Please contact our office if any additional information is needed. Thank you for your assistance.

enclosure



DEPARTMENT OF PUBLIC HEALTH

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF APRIL 4, 2022

TO: BOARD OF COUNTY COMMISSIONERS

FROM: DR. JENNIFER GREEN, PUBLIC HEALTH DIRECTOR

DATE: 3/24/2022

SUBJECT: APPROVAL OF PROCLAMATION RECOGNIZING APRIL 4-10, 2022 AS NATIONAL PUBLIC HEALTH WEEK

BACKGROUND

National Public Health Week is observed during the first week of April every year. That's seven days to champion the health of all Americans. It's a week to recognize that everyone should lead healthier lives, irrespective of where they live, work, or come from. Since its founding in 1955, the initiative has become an important movement to highlight issues that can improve the health and happiness of a nation. You could choose to crush a workout or any workout challenge today. It's a great week to start eating healthy and stick to it. Whatever you do, remember to involve your friends, family, and the larger community. It's also a week when we campaign for health policies that are fair, inclusive, and accessible to all communities in the United States.

RECOMMENDATION / PROPOSED ACTION

Recommendation for approval that April 4-10 be designated as National Public Health Week.

ATTACHMENTS:

Description	Type
National Public Health Week Proclamation	Backup Material

PUBLIC HEALTH WEEK
2022
BY THE CUMBERLAND COUNTY BOARD OF
COMMISSIONERS
A RESOLUTION

WHEREAS, the Cumberland County public health workforce is a critical component of our emergency response to natural and man-made disasters and widespread disease outbreaks in our county, including COVID-19; and

WHEREAS, our county and state public health workers have been courageous, inventive and tireless in their work to protect our residents from the threats of the COVID-19 pandemic, while continuing to perform their other essential public health functions, often times at the risk of their own safety and health; and

WHEREAS, public health measures to control and eliminate infectious diseases, improve environmental sanitation, and promote healthy lifestyle practices have been the greatest cause of improved health status and increased life expectancy for the residents of our County and all North Carolina's residents; and

WHEREAS, public health plays a critical role advancing health equity and preventing chronic diseases and injuries, resulting in improved productivity and decreased health care costs for all North Carolinians; and

WHEREAS, the Cumberland County Commissioners are committed to a continued emphasis on prevention in public health, and to helping our county and all North Carolina reach a better state of health through actions outlined in the Healthy North Carolina 2030 objectives; and

WHEREAS, communities, local health departments, employers, hospitals and health care providers, individuals and families, insurers, county leaders and policy makers, faith-based communities, and schools and child care facilities must work together to identify and develop innovative solutions to health problems facing the people of Cumberland County; and

WHEREAS, the Cumberland County Commissioners encourage all residents to recognize that public health is working to ensure that all residents are protected from threats such as COVID-19, influenza, foodborne disease, injury, and chronic diseases such as diabetes, heart disease, and asthma;

WHEREAS, April 4-10, 2022, has been designated as NATIONAL PUBLIC HEALTH WEEK;

NOW, THEREFORE, WE, THE CUMBERLAND COUNTY COMMISSIONERS in regular session, do hereby UNANIMOUSLY PROCLAIM that April 4-10, 2022, shall be designated as "PUBLIC HEALTH WEEK" in Cumberland

County, and commend its observance to all county residents and convey our deepest gratitude to those public health professionals who serve our county every day.

SEAL

CHAIRMAN, Glenn Adams, Cumberland County Board of Commissioners

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the County of _____ in the state of North Carolina this 4th day of April in the year of our Lord two thousand and twenty-two.



EMERGENCY SERVICES DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF APRIL 4, 2022

TO: BOARD OF COUNTY COMMISSIONERS

FROM: GENE BOOTH, EMERGENCY SERVICES DIRECTOR

DATE: 3/8/2022

**SUBJECT: APPROVAL OF PROCLAMATION RECOGNIZING APRIL 10-16, 2022 AS
NATIONAL PUBLIC SAFETY TELECOMMUNICATORS WEEK**

BACKGROUND

Every year during the second week of April, the telecommunications personnel in the public safety community are honored. This week-long event, initially set up in 1981 by Patricia Anderson of the Contra Costa County Sheriff's Office in California, is a time to celebrate and thank those who dedicate their lives to serving the public. It is a week that should be set aside so everyone can be made aware of their hard work and dedication. This week of recognition coincides with National 9-1-1 Education Month.

RECOMMENDATION / PROPOSED ACTION

Cumberland County Emergency Services respectfully request the approval of the 2022 National Public Safety Telecommunicators Week Proclamation beginning April 10th thru April 16th.

ATTACHMENTS:

Description

National Public Safety Telecommunicators Week Proclamation

Type

Backup Material

COUNTY OF CUMBERLAND

NORTH CAROLINA

Proclamation

WHEREAS, emergencies can occur at anytime that require law enforcement, fire or emergency medical services; and

WHEREAS, when an emergency occurs, the prompt response of law enforcement officers, firefighters and medical services personnel is critical to the protection of life and preservation of property; and

WHEREAS, the safety of our law enforcement officers, firefighters and emergency medical workers is dependent upon the quality and accuracy of information obtained from citizens who telephone the Cumberland County Communications Center; and

WHEREAS, Public Safety Telecommunicators are the first and most critical contact our citizens have with emergency services; and

WHEREAS, Public Safety Telecommunicators are the single vital link for our law enforcement officers, firefighters, and emergency medical workers by monitoring their activities by radio, providing them information and ensuring their safety; and

WHEREAS, Public Safety Telecommunicators of the Cumberland County Communications Center have contributed substantially to the apprehension of criminals, suppression of fires and treatment of patients; and

WHEREAS, dispatchers have exhibited compassion, understanding and professionalism during the performance of their jobs over the past year.

NOW THEREFORE, BE IT RESOLVED, that the Cumberland County Board of Commissioners retroactively proclaims the week of April 10-16, 2022 as “NATIONAL PUBLIC SAFETY TELECOMMUNICATORS WEEK” in Cumberland County in honor of the men and women whose diligence, professionalism and dedication keep our County and citizens safe each and every day.

Adopted this 4th day of April 2022.

GLENN B. ADAMS, Chairman
Cumberland County Board of Commissioners



CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF APRIL 4, 2022

TO: BOARD OF COUNTY COMMISSIONERS

FROM: CANDICE H. WHITE, CLERK TO THE BOARD

DATE: 4/4/2022

**SUBJECT: APPROVAL OF PROCLAMATION RECOGNIZING APRIL 11, 2022 AS
ARBOR DAY**

BACKGROUND

Request was received for a proclamation recognizing Monday, April 11, 2022 as Arbor Day in Cumberland County. The proclamation will be read at the Arbor Day event on Monday, April 11, 2022 at 1:30 p.m. at the Clark Park Nature Center.

RECOMMENDATION / PROPOSED ACTION

Respectfully request approval of the proclamation.

ATTACHMENTS:

Description

Arbor Day Proclamation

Type

Backup Material

COUNTY OF CUMBERLAND

NORTH CAROLINA

Proclamation

WHEREAS, *the County of Cumberland recognizes the importance of trees to the economic, aesthetic, and ecological well-being of our community; AND*

WHEREAS, *it is recognized that planting and maintaining healthy trees in our ever-changing society are both desirable and necessary; AND*

WHEREAS, *Arbor Day is a long-standing American tradition that represents an important element of our national heritage; AND*

WHEREAS, *the County-City Joint Appearance Commission is a leader in the encouragement of environmental stewardship; AND*

WHEREAS, *Cumberland County Cooperative Extension is a community resource for information and provides technical assistance regarding the care and maintenance of our trees; AND*

WHEREAS, *individuals can act in this county to improve the environment by planting trees and ensuring that these trees are protected and receive proper maintenance in the years ahead.*

NOW, THEREFORE, *We, the Board of Commissioners of Cumberland County, North Carolina, do hereby proclaim Monday, April 11, 2022, to be Arbor Day in Cumberland County and urge our citizens to take an active part to ensure our community has a better quality of life by providing a clean environment with more trees.*

Presented the 11th day of April 2022.

*GLENN B. ADAMS, Chairman
Cumberland County Board of Commissioners*



CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF APRIL 4, 2022

TO: BOARD OF COUNTY COMMISSIONERS

FROM: CANDICE H. WHITE, CLERK TO THE BOARD

DATE: 4/4/2022

**SUBJECT: APPROVAL OF PROCLAMATION RECOGNIZING APRIL 2022 AS
NATIONAL COUNTY GOVERNMENT MONTH**

BACKGROUND

National County Government Month (NCGM), held each April, is an annual celebration of county government. NACo President Larry Johnson's 2022 theme, **Counties THRIVE**, focuses on six areas that fortify what counties do to best serve their residents:

Technology – equipping counties to expand broadband access to ensure all residents can learn, do business and communicate effectively

Health – improving our overall health and well-being

Readiness – preparing the county workforce to gain the skills they need

Infrastructure – strengthening resilience and the backbone of our communities

Vulnerable communities – advancing equity, strengthening the safety net and ensuring that our residents have the help they need

Economic opportunities – creating conditions for all of us to compete in the 21st century economy.

RECOMMENDATION / PROPOSED ACTION

Approve proclamation recognizing April 2022 as National County Government Month.

ATTACHMENTS:

Description	Type
Proclamation Recognizing April 2022 as National County Government Month	Backup Material

Proclamation

National County Government Month - April 2022 ***“Counties THRIVE”***

WHEREAS, the nation’s 3,069 counties serving more than 315 million Americans provide essential services to create healthy, safe and vibrant communities; and

WHEREAS, counties provide health services, administer justice, keep communities safe, foster economic opportunities and much more; and

WHEREAS, Cumberland County and all counties take pride in our responsibility to protect and enhance the health, wellbeing and safety of our residents in efficient and cost-effective ways; and

WHEREAS, under the leadership of National Association of Counties President Larry Johnson, NACo is demonstrating how “Counties THRIVE,” especially in supporting residents and businesses during the coronavirus pandemic; and

WHEREAS, each year since 1991 the National Association of Counties has encouraged counties across the country to elevate awareness of county responsibilities, programs and services.

NOW THEREFORE, BE IT PROCLAIMED, that the Board of County Commissioners of Cumberland County hereby recognizes April 2022 as ***National County Government Month*** and encourages all county officials, employees, schools and residents to participate in county government celebration activities.

Adopted this 4th day of April 2022.

GLENN B. ADAMS, Chairman
Cumberland County Board of Commissioners



OFFICE OF THE COUNTY ATTORNEY

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF APRIL 4, 2022

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COUNTY ATTORNEY

DATE: 3/28/2022

**SUBJECT: APPROVAL OF SALE OF SURPLUS REAL PROPERTY LOCATED AT
1716 BLADEN CIRCLE, FAYETTEVILLE**

BACKGROUND

On December 20, 2021, the Board adopted a resolution of its intent to accept the offer of Josh Speiss on behalf of Joshua Tree Associates, LLC, to purchase property with PIN 0466-39-8246, being .55 acre, Hall Land, located at 1716 Bladen Circle, Fayetteville, for \$2,299.62, and directed that it be advertised and sold pursuant to the upset bid process of G.S. § 160A-269. The parcel is zoned RR, with a tax value of \$6,000.00. Based on the County GIS Parcel View System and the tax records, there is no structure on the lot.

Notice of the proposed sale, subject to the upset bid process required by G.S. § 160A-269, was advertised in the *Fayetteville Observer* on December 27, 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 county manager to execute a deed for the property upon the county's receipt of the balance of the purchase price.

ATTACHMENTS:

Description

Bladen Cir - 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:

December 27, 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-263

Take notice that the Board of Commissioners finds the real property with PIN 0468-39-8246, being .65 Acre Hall Land, located at 1716 Bladen Circle, Fayetteville, is not needed for governmental purposes and proposes to accept an offer to purchase the property for \$2,289.62. 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.

December 21, 2021
Candice White, Clerk to the Board
12/27 5255664

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 27th day of December, 2021

FEE: \$125.57
AD #: 0005255664
ACCT: 017971203

AMY KOKOTT
Notary Public
State of Wisconsin



OFFICE OF THE COUNTY ATTORNEY

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF APRIL 4, 2022

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COUNTY ATTORNEY

DATE: 3/28/2022

SUBJECT: APPROVAL OF SALE OF SURPLUS REAL PROPERTY LOCATED AT 325 BONNIE STREET, FAYETTEVILLE

BACKGROUND

On December 20, 2021, the Board adopted a resolution of its intent to accept the offer of Josh Speiss on behalf of Joshua Tree Associates, LLC, to purchase property with PIN 0418-19-4368, being Lots 79-81 Oakland Subdivision, Section 1, Part 4, Plat Book 22, Page 73, located at 325 Bonnie Street, Fayetteville, for \$3,194.26, and directed that it be advertised and sold pursuant to the upset bid process of G.S. § 160A-269. The parcel is zoned SF6, with a tax value of \$5,063.00. 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 December 27, 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 county manager to execute a deed for the property upon the county's receipt of the balance of the purchase price.

ATTACHMENTS:

Description

325 Bonnie 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:

December 27, 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 0418-19-4380, being Lots 79-81 Oakland Subdivision, Section 1, Part 4, Plat Book 22, Page 73, located at 325 Bonnie Street, Fayetteville, is not needed for governmental purposes and proposes to accept an offer to purchase the property for \$3,194,26. 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.

December 21, 2021
Candice White, Clerk to the Board
12/27 5255665

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 27th day of December, 2021

FEE: \$134.23
AD #: 0005255665
ACCT: 017971203

AMY KOKOTT
Notary Public
State of Wisconsin



OFFICE OF THE COUNTY ATTORNEY

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF APRIL 4, 2022

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COUNTY ATTORNEY

DATE: 3/28/2022

**SUBJECT: APPROVAL OF SALE OF SURPLUS REAL PROPERTY LOCATED OFF
TURNPIKE ROAD, FAYETTEVILLE**

BACKGROUND

On December 20, 2021, the Board adopted a resolution of its intent to accept the offer of Bonita F. Davis to purchase property with PIN 0427-81-9722, being Lots 7 & 8 Lakeview Heights, Section 1, Plat Book 12, Page 48, located off Turnpike Road, Fayetteville, for \$3,108.72, 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 \$3,750.00. 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 December 27, 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

Off Turnpike Rd - 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:

December 27, 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 0427-81-9722, being Lots 788 Lakeview Heights, Section 1, Plat Book 12 at Page 48, located off Turnpike Road, Fayetteville, is not needed for governmental purposes and proposes to accept an offer to purchase the property for \$3,188.72. 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.

December 21, 2021
Candice White, Clerk to the Board
12/27 5255663

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
27th day of December, 2021

FEE: \$129.90
AD #: 0005255663
ACCT: 017971203

AMY KOKOTT
Notary Public
State of Wisconsin



OFFICE OF THE COUNTY ATTORNEY

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF APRIL 4, 2022

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COUNTY ATTORNEY

DATE: 3/28/2022

**SUBJECT: ACCEPTANCE OF OFFER TO PURCHASE SURPLUS PROPERTY
LOCATED OFF A.B. CARTER ROAD, FAYETTEVILLE**

BACKGROUND

The county acquired the real property with PIN 0465-44-1576, being vacant land located off A. B. Carter Road, Fayetteville, described in Deed Book 7287, Page 321, at a tax foreclosure sale in 2006 for a purchase price of \$4,264.50. The property is zoned A1 with a tax value of \$4,000. Based on the GIS Mapping and the tax records, there is no structure on the lot. Clifford and Eugenie Bastien, made an offer to purchase the property for \$2,500. 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 Clifford and Eugenie Bastien. 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
NOTICE OF INTENT TO ACCEPT AN OFFER TO PURCHASE
CERTAIN REAL PROPERTY PURSUANT TO N.C.G.S § 160A-269**

Take notice that the Board of Commissioners finds the real property with PIN 0465-44-1576, being vacant land located off A. B. Carter Road, Fayetteville, described in Deed Book 7287, Page 321, is not needed for governmental purposes and proposes to accept an offer to purchase the property for \$2,500.00. 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.

April ___, 2022

Candice White, Clerk to the Board



OFFICE OF THE COUNTY ATTORNEY

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF APRIL 4, 2022

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COUNTY ATTORNEY

DATE: 3/28/2022

**SUBJECT: ACCEPTANCE OF OFFER TO PURCHASE SURPLUS PROPERTY
LOCATED AT 324 E. JENKINS STREET, FAYETTEVILLE**

BACKGROUND

The county acquired the real property with PIN 0436-33-7038, being .56 acre located at 324 East Jenkins Street, Fayetteville, at a tax foreclosure sale in 2012 for a purchase price of \$5,449.51. The property is zoned R6A with a tax value of \$14,000.00. Based on the GIS Mapping and the tax records, there is no structure on the lot. Suriya Jayawardena on behalf of SSA Apartments, LLC, has made an offer to purchase the property for \$5,449.51. 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 Suriya Jayawardena on behalf of SSA Apartments, LLC. If the Board proposes to accept the offer, resolve that the described real property is not needed for governmental purposes and direct that it be advertised and sold pursuant to the upset bid process of G. S. § 160A-269.

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

Take notice that the Board of Commissioners finds the real property with PIN 0436-33-7038, being .56 acre, located at 324 East Jenkins Street, Fayetteville, is not needed for governmental purposes and proposes to accept an offer to purchase the property for \$5,449.51. 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.

April ___, 2022 Candice White, Clerk to the Board



OFFICE OF THE COUNTY ATTORNEY

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF APRIL 4, 2022

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COUNTY ATTORNEY

DATE: 3/28/2022

**SUBJECT: ACCEPTANCE OF OFFER TO PURCHASE SURPLUS PROPERTY
LOCATED OFF LAKE UPCHURCH DRIVE, FAYETTEVILLE**

BACKGROUND

The county acquired the real property with PIN 9493-57-3358, located off Lake Upchurch Drive, Fayetteville, at an execution sale in 1999 for a purchase price of \$2,625.12. The property is zoned RR with a tax value of \$15,188.00. Based on the GIS Mapping and the tax records, there is no structure on the lot. David G. Fox and Lynn W. Fox made an offer to purchase the property for \$2,625.12. 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 David G. Fox and Lynn W. Fox. 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
NOTICE OF INTENT TO ACCEPT AN OFFER TO PURCHASE
CERTAIN REAL PROPERTY PURSUANT TO N.C.G.S. § 160A-269**

Take notice that the Board of Commissioners finds the real property with PIN 9493-57-3358, located off Lake Upchurch Drive, Fayetteville, is not needed for governmental purposes and proposes to accept an offer to purchase the property for \$2,625.12. 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.

April ___, 2022

Candice White, Clerk to the Board



OFFICE OF THE COUNTY ATTORNEY

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF APRIL 4, 2022

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COUNTY ATTORNEY

DATE: 3/28/2022

**SUBJECT: ACCEPTANCE OF OFFER TO PURCHASE SURPLUS PROPERTY,
BEING 12.44 ACRES OF VACANT LAND LOCATED ADJACENT TO THE
CAPE FEAR RIVER, FAYETTEVILLE**

BACKGROUND

The county and City of Fayetteville acquired the real property with PIN 0446-33-1463, being 12.44 acres of vacant land located adjacent to the Cape Fear River, in Fayetteville, at a tax foreclosure sale in 2012 for a purchase price of \$14,368.98. The property is zoned SF6 with a tax value of \$62,000.00. Based on the GIS Mapping and the tax records, there is no structure on the land. A GIS map of the property is attached as Exhibit A. The city conveyed its interest in the property to the county on July 8, 2020, by a quitclaim deed recorded in Book 10813 at Page 436. Elise Lamartiniere on behalf of Lugghome Corporation has made an offer to purchase the property for \$14,368.98. 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 Elise Lamartiniere on behalf of Lugghome Corporation. 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
NOTICE OF INTENT TO ACCEPT AN OFFER TO PURCHASE
CERTAIN REAL PROPERTY PURSUANT TO N.C.G.S. § 160A-269**

Take notice that the Board of Commissioners finds the real property with PIN 0446-33-1463, being 12.44 acres of vacant land located adjacent to the Cape Fear River, in Fayetteville, is not needed for governmental purposes and proposes to accept an offer to purchase the property for \$14,368.98. 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.

April __, 2022 Candice White, Clerk to the Board

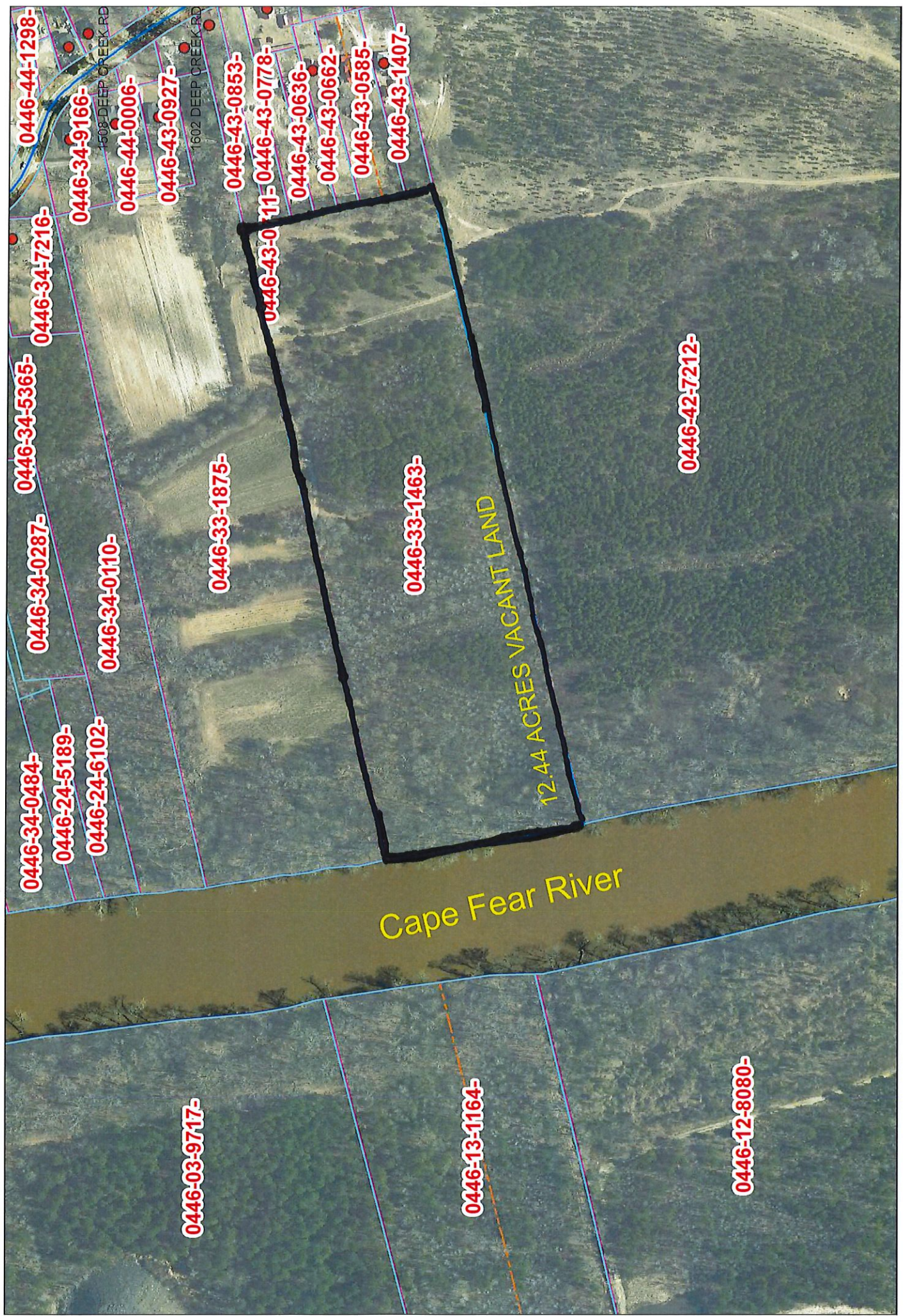
ATTACHMENTS:

Description

12.44 acres-GIS Map

Type

Backup Material





OFFICE OF THE COUNTY ATTORNEY

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF APRIL 4, 2022

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COUNTY ATTORNEY

DATE: 3/28/2022

**SUBJECT: ACCEPTANCE OF OFFER TO PURCHASE SURPLUS PROPERTY
LOCATED OFF INGRAM STREET, FAYETTEVILLE**

BACKGROUND

The county acquired the real property with PIN 0438-82-8039, being Lots 76-80 Map 3 Fairview, located off Ingram Street, Fayetteville, at a tax foreclosure sale in 2012 for a purchase price of \$3,235.38. The property is zoned SF6 with a tax value of \$4,375.00. Based on the GIS Mapping and the tax records, there is no structure on the lot. Demond Hogan on behalf of Black Rose 72 LLC has made an offer to purchase the property for \$3,235.38. 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 Demond Hogan on behalf of Black Rose 72 LLC. If the Board proposes to accept the offer, resolve that the described real property is not needed for governmental purposes and direct that it be advertised and sold pursuant to the upset bid process of G. S. § 160A-269.

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

Take notice that the Board of Commissioners finds the real property with PIN 0438-82-8039, being Lots 76-80, Map 3, Fairview, located off Ingram Street, Fayetteville, is not needed for governmental purposes and proposes to accept an offer to purchase the property for \$3,235.38. 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.

April __, 2022 Candice White, Clerk to the Board



OFFICE OF THE COUNTY ATTORNEY

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF APRIL 4, 2022

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COUNTY ATTORNEY

DATE: 3/28/2022

**SUBJECT: ACCEPTANCE OF OFFER TO PURCHASE SURPLUS PROPERTY
LOCATED AT 213 HAWTHORNE ROAD, FAYETTEVILLE**

BACKGROUND

The county and the City of Fayetteville acquired the real property with PIN 0438-42-6620, being Lot 17 Windsor Terrace, Section 2, Plat Book 10, Page 17, located at 213 Hawthorne Road, Fayetteville, at a tax foreclosure sale in 2006 for a purchase price of \$6,447.07. The property is zoned SF6 with a tax value of \$8,000.00. The City conveyed its interest in the property to the County on March 7, 2022, by a quitclaim deed recorded in Book 11411 at Page 282. Based on the GIS Mapping and the tax records, there is no structure on the lot. Bonita F. Davis made an offer to purchase the property for \$6,447.07. 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 Bonita F. Davis. 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
NOTICE OF INTENT TO ACCEPT AN OFFER TO PURCHASE
CERTAIN REAL PROPERTY PURSUANT TO N.C.G.S § 160A-269**

Take notice that the Board of Commissioners finds the real property with PIN 0438-42-6620, being Lot 17 Windsor Terrace, Section 2, Plat Book 10, Page 17, located at 213 Hawthorne Road, Fayetteville, NC, is not needed for governmental purposes and proposes to accept an offer to purchase the property for \$6,447.07. 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.

April ___, 2022 Candice White, Clerk to the Board



OFFICE OF THE COUNTY ATTORNEY

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF APRIL 4, 2022

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COUNTY ATTORNEY

DATE: 3/28/2022

**SUBJECT: ACCEPTANCE OF OFFER TO PURCHASE SURPLUS PROPERTY
LOCATED AT 6103 CANADIAN AVENUE, FAYETTEVILLE**

BACKGROUND

The county acquired the real property with PIN 0442-67-1253, being Lot 88 Twin Oaks, Section 4, Part 15, Plat Book 84, Page 114, located at 6103 Canadian Avenue, Fayetteville, at a tax foreclosure sale in 2005 for a purchase price of \$4,909.43. The property is zoned RR with a tax value of \$10,000.00. Based on the GIS Mapping and the tax records, there is no structure on the lot. Gladys Heredia made an offer to purchase the property for \$4,909.43. If the Board proposes to accept this offer, the proposed sale must be advertised subject to the upset bid process of G. S. § 160A-269. The proposed advertisement is included in the recommendation below.

RECOMMENDATION / PROPOSED ACTION

County attorney recommends the Board consider the offer of Gladys Heredia. 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
NOTICE OF INTENT TO ACCEPT AN OFFER TO PURCHASE
CERTAIN REAL PROPERTY PURSUANT TO N.C.G.S. § 160A-269**

Take notice that the Board of Commissioners finds the real property with PIN 0442-67-1253, being Lot 88 Twin Oaks, Section 4, Part 15, Plat Book 84, Page 114, located at 6103 Canadian Avenue, Fayetteville, is not needed for governmental purposes and proposes to accept an offer to purchase the property for \$4,909.43. 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.

April ___, 2022

Candice White, Clerk to the Board



OFFICE OF THE COUNTY ATTORNEY

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF APRIL 4, 2022

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COUNTY ATTORNEY

DATE: 3/28/2022

**SUBJECT: ACCEPTANCE OF OFFER TO PURCHASE SURPLUS PROPERTY
LOCATED AT 6229 CANADIAN AVENUE, FAYETTEVILLE**

BACKGROUND

The county acquired the real property with PIN 0442-66-9594, being Lot 103, Twin Oaks Revision, Section 4, Part 20, Plat Book 87, Page 103, located at 6229 Canadian Avenue, Fayetteville, at a tax foreclosure sale in 2007 for a purchase price of \$5,817.18. The property is zoned RR with a tax value of \$10,000.00. Based on the GIS Mapping and the tax records, there is no structure on the lot. Gladys Heredia made an offer to purchase the property for \$5,817.18. 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 Gladys Heredia. 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
NOTICE OF INTENT TO ACCEPT AN OFFER TO PURCHASE
CERTAIN REAL PROPERTY PURSUANT TO N.C.G.S. § 160A-269**

Take notice that the Board of Commissioners finds the real property with PIN 0442-66-9594, being Lot 103 Twin Oaks Revision, Section 4, Part 20, Plat Book 87, Page 103, located at 6229 Canadian Avenue, Fayetteville, is not needed for governmental purposes and proposes to accept an offer to purchase the property for \$5,814.18. 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.

April ___, 2022

Candice White, Clerk to the Board



OFFICE OF THE COUNTY ATTORNEY

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF APRIL 4, 2022

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COUNTY ATTORNEY

DATE: 3/28/2022

**SUBJECT: ACCEPTANCE OF OFFER TO PURCHASE SURPLUS PROPERTY
LOCATED AT 6347 CANADIAN AVENUE, FAYETTEVILLE**

BACKGROUND

The county acquired the real property with the PIN 0442-65-5638, being Lot 114 Twin Oaks, Section 4, Part 6, Plat Book 81, Page 109, located at 6347 Canadian Avenue, Fayetteville, at a tax foreclosure sale in 2009 for a purchase price of \$4,918.94. The property is zoned RR with a tax value of \$10,000.00. Based on the GIS Mapping and the tax records, there is no structure on the lot. Gladys Heredia made an offer to purchase the property for \$4,918.94. If the Board proposes to accept this offer, the proposed sale must be advertised subject to the upset bid process of G. S. § 160A-269. The proposed advertisement is included in the recommendation below.

RECOMMENDATION / PROPOSED ACTION

The county attorney recommends the Board consider the offer of Gladys Heredia. 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
NOTICE OF INTENT TO ACCEPT AN OFFER TO PURCHASE
CERTAIN REAL PROPERTY PURSUANT TO N.C.G.S. § 160A-269

Take notice that the Board of Commissioners finds the real property with 0442-65-5638, being Lot 114 Twin Oaks, Section 4, Part 6, Plat Book 81, Page 109, located at 6347 Canadian Avenue, Fayetteville, is not needed for governmental purposes and proposes to accept an offer to purchase the property for \$4,918.94. Within 10 days of this notice any person may raise the bid by not less than ten percent (10%) of the first one thousand dollars (\$1,000) and five percent (5%) of the remainder by making a five percent (5%) deposit of the bid with the Clerk. This procedure shall be repeated until no further qualifying upset bids are received. The Board of Commissioners may at any time reject any and all offers. Further details may be obtained from the Office of

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

April ___, 2022 Candice White, Clerk to the Board



BUDGET DIVISION

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF APRIL 4, 2022

TO: BOARD OF COUNTY COMMISSIONERS

FROM: AMY H. CANNON, COUNTY MANAGER

DATE: 3/28/2022

**SUBJECT: APPROVAL OF BUDGET ORDINANCE AMENDMENTS FOR THE
APRIL 4, 2022 BOARD OF COMMISSIONERS' AGENDA**

BACKGROUND

General Fund 101

1) General Government Other - Budget Ordinance Amendment B221197 to appropriate general fund balance in the amount of \$10,556 for Mid-Carolina Council of Governments

The Board is requested to approve Budget Ordinance Amendment B221197 to appropriate general fund balance in the amount of \$10,556. Mid-Carolina Council of Governments received a \$113,645 increase in federal funding for Care Management/Consumer Directed Services, Elderly Nutrition, and Home Improvement and an increase in the local match is required.

Please note this amendment requires appropriation of general fund balance.

2) Department of Social Services – Budget Ordinance Amendment B221156 to recognize higher than anticipated Share the Warmth Program funds in the amount of \$17,382

The Board is requested to approve Budget Ordinance Amendment B221156 to recognize higher than anticipated Share the Warmth Program funds in the amount of \$17,382. These funds will be used to provide at-risk Duke Energy customers with financial assistance for energy costs. This amount represents a \$17,382 increase over the originally budgeted amount of \$4,482.

Please note this amendment requires no additional county funds.

3) Library – Budget Ordinance Amendment B221127 to recognize higher than anticipated State Aid to Public Libraries funds in the amount of \$30,239

The Board is requested to approve Budget Ordinance Amendment B221127 to recognize higher than anticipated State Aid to Public Libraries funds in the amount of \$30,239. These funds will be spent on e-materials, a database, and books and launchpads for the children's collection. Increased monthly payments throughout the course of FY22 will result in a total of \$336,218 in State Aid to Public Libraries funding, an increase of \$30,239 above the budgeted amount of \$305,979.

Please note this amendment requires no additional county funds.

4) Library Grants – Budget Ordinance Amendment B221065 to recognize Friends of the Library funds in the amount of \$47,900

The Board is requested to approve Budget Ordinance Amendment B221065 to recognize Friends of the Library funds in the amount of \$47,900. These funds will be used for adult, teen and children's programs, program speakers, promotions, staff developments and awards for staff.

Please note this amendment requires no additional county funds.

General Fund 101 and Capital Investment Fund 107

5) General Government Other and Capital Investment Fund – Budget Ordinance Amendment B220001 to transfer general fund balance from the general fund to the capital investment fund in the amount of \$62,549,036

The Board is requested to approve Budget Ordinance Amendment B220001 to transfer general fund balance from the general fund to the capital investment fund in the amount of \$62,549,036. This transfer was approved by the Board of Commissioners at the 3/17/2022 Special Meeting on Capital Planning upon approval of the policy authorizing the transfer to be budgeted.

Please note this amendment requires appropriation of general fund balance.

Tourism Development Authority Fund 285

6) Tourism Development Authority - Budget Ordinance Amendment B221198 to recognize an increase in occupancy tax collections in the amount of \$1,263,208

The Board is requested to approve Budget Ordinance Amendment B221198 to recognize an anticipated increase in occupancy tax collections in the amount of \$1,263,208. Revenue projected for FY2022 is higher than the fiscal year 2022 budget.

Please note this amendment requires no additional county funds.



OFFICE OF THE COUNTY MANAGER

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF APRIL 4, 2022

TO: BOARD OF COUNTY COMMISSIONERS

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

DATE: 3/22/2022

**SUBJECT: CONSIDERATION OF MID-CAROLINA WORKFORCE
DEVELOPMENT CONSORTIUM AGREEMENT AND RESOLUTION**

BACKGROUND

The Mid-Carolina Regional Council (MCRC) is moving forward with the formation of the new three-county workforce development area. The MCRC has received updated guidance from the State's Division of Workforce Solutions (DWS) regarding a proposed regionalization of workforce services. MCRC Staff is working to put together preliminary documents that will be submitted to the State Workforce Commission by April 8, 2022.

At this point, the Cumberland County Attorney is working with the other County Attorneys to develop language that is appropriate for the purpose of the agreement. Copies of the proposed agreement will be provided at the meeting.

RECOMMENDATION / PROPOSED ACTION

Consideration and approval of the proposed resolution and agreement by the MCRC Director Justin Hembree.



FINANCE OFFICE

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF APRIL 4, 2022

TO: BOARD OF COUNTY COMMISSIONERS

FROM: VICKI EVANS, FINANCE DIRECTOR

DATE: 3/25/2022

**SUBJECT: CONSIDERATION OF MULTI-PURPOSE EVENT CENTER CAPITAL
PROJECT BUDGET ORDINANCE #220002 AND DECLARATION OF
OFFICIAL INTENT TO REIMBURSE EXPENDITURES**

BACKGROUND

A draft capital project budget ordinance for the Multi-Purpose Event Center has been developed for Board of Commissioners' consideration. The overall project budget is currently expected to not exceed \$82.5 million. This is inclusive of the \$80 million estimated cost as shown within the feasibility study presented in September 2021, the approximate \$2 million contract for the Owner's Agent, and \$500,000 in estimated debt issuance costs. Details of the capital project ordinance are shown within the attachment.

In addition, U.S. Treasury regulations and guidelines that involve debt financing transactions require that a governmental entity declare its intent to use debt financing for a given project before expenses are incurred. In accordance with this requirement, the County must adopt a resolution of intent to incur indebtedness for the construction of the Multi-Purpose Event Center capital project in order to reimburse itself for any costs incurred before the financing is executed from the proceeds of the debt issuance.

The attached resolution would satisfy the federal reimbursement requirements by declaring the County's intent to finance the capital improvement projects from an installment contract in an amount not to exceed \$82.5 million.

RECOMMENDATION / PROPOSED ACTION

The Board is requested to approve:

- (1) Capital Project Budget Ordinance B220002 to establish the budget for the Multi-Purpose Event Center capital project, in an amount not currently expected to exceed \$82,500,000.
- (2) the resolution of official intent to pursue tax exempt financing and to reimburse expenditures with proceeds

of a borrowing.

ATTACHMENTS:

Description

Capital Project Budget Ordinance #B220002

Reimbursement Resolution

Type

Backup Material

Backup Material



Financial Services

CAPITAL PROJECT BUDGET ORDINANCE #220002 CUMBERLAND COUNTY CIVIC/CROWN CENTER MULTI PURPOSE EVENT CENTER CAPITAL PROJECT

The Cumberland County Board of Commissioners hereby adopt the following Capital Project Ordinance in accordance with North Carolina General Statutes 159-13.2:

Section 1. The project authorized is the Multi-Purpose Event Center construction project. The initial revenue source will be a transfer from the Food and Beverage (200) Fund Balance into the Multi-Purpose Event Center capital project fund (426) to support initial expenditures, to later be reimbursed by proceeds from a borrowing upon approval by the Local Government Commission.

Section 2. The following projected expenditures are appropriated for this project:

	<u>Expenditure</u>
Surveying	\$48,000
License & permits	\$100,000
Contingency	\$9,052,000
Architect	\$5,500,000
Owners Agent	\$2,200,000
Engineering (Geotech)	\$100,000
Construction	\$65,000,000
Debt Issuance Costs	\$ 500,000
Transfer to the Food and Beverage Fund	\$ 2,500,000

Section 3. The following associated revenue is appropriated for this project:

	<u>Revenue</u>
Proceeds from Debt Issuance	\$ 82,500,000
Transfer from the Food and Beverage Fund	\$ 2,500,000

Section 4. The County Manager, as Budget Officer, is hereby authorized to transfer funds between line items within this capital project ordinance, however, any net increases or decreases to total capital project ordinance appropriations shall require a capital project ordinance amendment by the Board of Commissioners.

Section 5. Within five days after adoption, copies of this ordinance shall be filed with the

Finance Officer, Budget Officer, and Clerk to the Board, to be kept on file by them for their direction in the disbursement of County funds for this project.

Adopted this _____ day of _____, 2022.

Attest:

Clerk to the Board

Chairman, Board of County Commissioners

MULTI-PURPOSE EVENT CENTER – CAPITAL PROJECT

BACKGROUND: The Cumberland County Board of Commissioners and the Civic Center Commission have determined to replace the Crown Theater rather than to spend additional funds renovating it. In accordance with the Commission Act, the Commission has worked with the Board of Commissioners in planning for the construction of a replacement facility for the Theater, including engaging a third-party consultant to make recommendations about the best use and location of a replacement for the Theater. As a result of that work, the Commission and the Board of Commissioners have determined to construct a multi-purpose event center to replace the Theater. The multi-purpose event center is a “new arena facility” as contemplated by the Food and Beverage Tax Act. The purpose of the Commission and the purpose of the food and beverage tax have not changed, and neither is tied to a particular location. Therefore, the food and beverage tax proceeds will be available to make payments in each fiscal year with respect to any financing for the Replacement Facility as a “new arena facility” and to pay other costs of acquiring, constructing, maintaining, operating, marketing, and promoting the Replacement Facility. (Mary Nash Rusher, Bond Counsel)

On April 4, 2022, the Board of Commissioners adopted a resolution of official intent to pursue tax exempt financing and to reimburse expenditures with proceeds of a borrowing in an amount not currently expected to exceed \$82,500,000.

**CUMBERLAND COUNTY, NORTH CAROLINA
DECLARATION OF OFFICIAL INTENT TO REIMBURSE EXPENDITURES**

WHEREAS, Cumberland County, North Carolina (the “County”) intends to provide financing for certain capital improvements, including a new multipurpose event center (the “Project”);

WHEREAS, the County has advanced and/or will advance its own funds to pay expenditures relating to the Project, may borrow funds on a short term taxable or tax-exempt basis in order to pay such expenditures or may enter into contracts obligating third parties to make certain expenditures relating to the Project (the “Original Expenditures”) prior to incurring indebtedness and to receive reimbursement for such Expenditures from proceeds of tax-exempt bonds or taxable debt, or both;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the County, meeting in regular session on the 4th day of April 2022, as follows:

1. The County intends to utilize the proceeds of tax-exempt indebtedness or to incur other debt, to pay the costs of the Project in an amount not currently expected to exceed \$82,500,000.

2. The County intends that the adoption of this resolution be its declaration of official intent pursuant to Treasury Regulations Section 1.150-2, or any successor or substitute Treasury Regulations which may be promulgated hereafter and is intended to expressly declare the County’s intention to reimburse itself for the Original Expenditures heretofore paid or to be paid by the County, such reimbursement to be made with the proceeds of indebtedness to be incurred by the County.

3. All Original Expenditures to be reimbursed by the County, except to the extent permitted by applicable Treasury Regulations, were paid no more than 60 days prior to, or will be paid on or after the date of, this declaration of official intent. The County understands that such reimbursements must occur not later than 18 months after the later of (i) the date the Original Expenditure was paid; or (ii) the date the Project is placed in service or abandoned, but in no event more than three years after the Original Expenditure was paid.

4. This resolution will take effect immediately upon its passage.

The motion to adopt this Resolution was made by Commissioner _____,

seconded by Commissioner _____ and passed by a vote of _____ to _____.

Clerk, Board of Commissioners



ENGINEERING AND INFRASTRUCTURE DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF APRIL 4, 2022

TO: BOARD OF COUNTY COMMISSIONERS

**FROM: JERMAINE WALKER, DIRECTOR OF ENGINEERING AND
INFRASTRUCTURE**

DATE: 3/30/2022

**SUBJECT: CONSIDERATION OF CONTRACT APPROVAL FOR MBP CAROLINAS
FOR OWNER'S REPRESENTATIVE SERVICES**

BACKGROUND

At the request of the Board of Commissioners', Staff solicited a Request for Proposal for the Cumberland County Multi-Purpose Event Center on November 5, 2021. At the January 18, 2022, Board of Commissioners' Regular Meeting, the following recommendations were approved as an Item of Business: (1) Accept the selection of MBP Carolinas, Incorporated as the Owner's Representative for the Cumberland County Multi-Purpose Event Center; (2) Authorize Staff to negotiate a preliminary draft contract with MBP Carolinas, Inc. and (3) once approved by Legal, the draft contract be presented to the Board of Commissioners Multi-purpose Event Center Committee for review and approval before presentation to the Board of Commissioners for final approval.

The attached contract was reviewed by the Multi-Purpose Event Center Committee and per the request of the Committee members that there be some clarification regarding the site selection process, communication/reporting to the MPC Committee/Board of Commissioners throughout the process and compensation language.

This contract was developed from coordination between Staff and MBP Carolinas, Inc. and undergone legal review with both MBP Carolinas Inc. Legal and the County's Legal Department.

The proposed negotiated cost for service is \$2.2M and projected budget is \$82.5M.

RECOMMENDATION / PROPOSED ACTION

Staff recommends the Board of Commissioners approve the MBP Carolinas contract subject to completion of the pre-audit process and allow the Chairman to sign the contract on behalf of the County.

ATTACHMENTS:

Description

Contractor's certification for legal review of contract

MBP Carolinas Contract

Type

Backup Material

Backup Material

CONTRACTOR'S CERTIFICATION FOR LEGAL REVIEW OF CONTRACT WITH CUMBERLAND COUNTY (Eff. 6/21/21)

The undersigned, on behalf of the contractor or vendor named below, certifies with respect to the attached contract between Cumberland County and MBP Carolinas, Inc. as follows:

1. The contractor is
☐ an individual
☒ a corporation
☐ a limited liability company
☐ a unit of local government
☐ other: _____). (If the contractor is described as "other," a certified copy of the legal documents by which it is organized must be attached.)
2. The contractor's business address is 4700 Falls of the Neuse Road, Suite 370, Raleigh, North Carolina 2820.
(If this is an out-of-state address, the contract must be signed by the contractor before it is reviewed.)
3. If the contractor is not an individual or a unit of local government, is it registered with the Secretary of State to do business in North Carolina?
☒ Yes (Attach a copy of the screen page from NC Secretary of State Website showing active status.)
☐ No (If it is not registered with the North Carolina Secretary of State, a certificate of good standing from the Secretary of State in the state in which it is organized must be attached.)
4. The individual or individuals making this certification and signing the contract on behalf of the contractor are duly authorized to do so by action of the contractor.

If the contract was prepared or drafted by contractor or contractor's attorney, complete the following additional certifications:

5. This contract is made subject to the laws of the State of North Carolina.
6. This contract ☐ does ☒ does not contain a provision which may require the county to indemnify the contractor. If it does contain this indemnity provision, the maximum amount for which the county may liable under this indemnity is \$ _____. (An indemnity provision that is not capped may result in the contract not being accepted by the county.)
7. All obligations incurred by the county under the terms of this contract terminate on the following date:
December 31, 2025. (Any contract provision which extends the obligations of the county beyond the date the contract terminates will not be accepted by the county.)

The contractor agrees that the county does not waive its rights as to any provisions of the contract which are against the public policy of the State of North Carolina, regardless of the choice of law stated in the contract.

Certified by Michael Bagshaw, PE, CCM for the contractor stated above.

Signature: _____

Date Submitted: March 9, 2022



Secretary of State
Elaine F. Marshall

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Professional Corporation

Legal Name

MBP Carolinas, Inc.

Prev Legal Name

MBP Construction Engineering, Inc.

Prev Legal Name

McDonough Bolyard Peck, Inc.

Home State Name

McDonough Bolyard Peck, Inc.

Information

SosId: 0595730

Status: Current-Active ⓘ

Date Formed: 6/26/2001

Citizenship: Foreign

State of Incorporation: VA

Annual Report Due Date:

Registered Agent: [Corporation Service Company](#)

Business Registration —

[Basics of Launching a NC Business](#)

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CONTRACT

THIS CONTRACT, made the 04 day of April, 2022 between the County of Cumberland, a body politic and a subdivision of the State of North Carolina, hereinafter referred to COUNTY, and MBP Carolinas, Inc., a business located at 4700 Falls of the Neuse Road, Suite 370, Raleigh, North Carolina 28205, hereinafter referred to as OWNER'S REPRESENTATIVE.

WITNESSETH:

THAT WHEREAS, a contract for CUMBERLAND COUNTY Project Management/Owner's Representative Services for Cumberland County Multi-Purpose Event Center has recently been awarded to OWNER'S REPRESENTATIVE by the COUNTY, at and for a sum of: TWO MILLION, TWO HUNDRED ONE THOUSAND FIVE HUNDRED DOLLARS (\$2,201,500) as shown in the Proposal attached hereto:

AND WHEREAS, it is provided in said award that a formal contract would be executed by and between OWNER'S REPRESENTATIVE and the COUNTY, evidencing the terms of said award, and that OWNER'S REPRESENTATIVE would commence the services to be performed under this agreement ("Services") on a date to be specified in a written order by the COUNTY for the duration specified in such order.

NOW, THEREFORE, OWNER'S REPRESENTATIVE doth hereby covenant and agree with the COUNTY that it will well and faithfully perform and execute such Services for a sum named in the Proposal attached hereto, and will well and faithfully comply with and perform each and every obligation imposed upon it pursuant to the terms of this Contract.

OWNER'S REPRESENTATIVE shall promptly make payments to all persons supplying materials in the prosecution of the Services, and to all laborers and others employed thereon.

OWNER'S REPRESENTATIVE shall be responsible for and required to make good at its expense any and all damages of whatever nature to persons or property, arising during the period of the Contract, to the extent proximately caused by the negligence of OWNER'S REPRESENTATIVE, its agents, or employees. OWNER'S REPRESENTATIVE shall also indemnify and save harmless the COUNTY, and the officers and agents thereof ("Indemnitees") from all claims, suits, and proceedings of every name and description which may be brought by third parties against the Indemnitees, for or on account of any injuries or damages to persons or property received or sustained by any person or persons, firm or corporation ("Damages"), to the extent such Damages are found to be proximately caused by the negligent acts, errors, or omissions of OWNER'S REPRESENTATIVE, its agents, employees, servants, or anyone for whom OWNER'S REPRESENTATIVE is legally liable. To the extent that any Damages are found to be caused by the joint or concurrent negligence of OWNER'S REPRESENTATIVE, any or all the Indemnitees, and/or any third party, OWNER'S REPRESENTATIVE shall be obligated to indemnify the Indemnitees only to the extent its own negligent acts, errors, or omissions are found to be the proximate cause of such Damages.

It is agreed and understood that the accepted OWNER'S REPRESENTATIVE February 14, 2022 (Revised March 21, 2022) Proposal is attached to, and is part and parcel of, this Contract, to the same extent as if incorporated herein in full.

And the COUNTY doth hereby covenant and agree with OWNER'S REPRESENTATIVE that it will pay to OWNER'S REPRESENTATIVE, when due and payable under the terms of said Proposal, the above mentioned sum, and that it will well and faithfully comply with and perform each and every obligation imposed upon it by this Contract.

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

IRAN DIVESTMENT ACT CERTIFICATION. OWNER'S REPRESENTATIVE hereby certifies that OWNER'S REPRESENTATIVE, 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. OWNER'S REPRESENTATIVE shall not utilize any subcontractor that is identified on the List.

Whenever used herein, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders as the context may require.

IN TESTIMONY WHEREOF, OWNER'S REPRESENTATIVE and the COUNTY have duly signed this Contract.

ATTEST:



ATTEST:

This instrument has been Pre-audited in the manner
Required by the local Government Budget and

Fiscal Control Act.

County Finance Office

For MBP CAROLINAS, INC.

By: _____

Michael Bagshaw, PE, CCM

Title: Senior Vice President

For the COUNTY OF CUMBERLAND COUNTY, NC

By: _____

Amy H. Cannon, County Manager

Approved for Legal Sufficiency
COUNTY ATTORNEYS OFFICE

() Renewable () Nonrenewable

Expiration Date: _____



February 14, 2022
Revised March 21, 2022

Cumberland County Engineering Department
130 Gillespie Street, Suite 214
Fayetteville, NC 28301

Attention: **Mr. Jermaine Walker, County Engineer**

Reference: **Request for Proposal - Project Management/Owner's Representative Services for
Cumberland County Multi-Purpose Event Center**

Dear Mr. Walker,

We appreciated the opportunity to meet with the County to discuss the Cumberland County Multi-Purpose Event Center project (Project) and look forward to supporting the County to deliver this important project. Per our discussions we have prepared a final proposal for review an evaluation by the County.

PROJECT SCOPE

As stated in the Request for Proposal, the project consists of the construction of a Multi-Purpose Event Center located either in the City of Fayetteville, NC or in the surrounding community. It is anticipated that the procurement process and design will begin in early 2022 with the project being open for business by October 1, 2025. Anticipated project details include:

- Project Delivery Method: Construction Manager at-Risk (CMaR)
- Project Budget: \$80,000,000
- Design duration: 18 months
- Construction duration: 18 Months

SCOPE OF SERVICES

MBP proposes to provide the following scope of services in support of the project:

1. Developing the Project budget based upon scope and available funds
2. Providing budget updates as project progresses
3. Providing Site Selection support to include the following items. Management of the effort by MBP is included in fixed fee but technical support is limited to the Allowances as noted in parentheses following the item.
 - a. Review of up to four sites (\$75,000)
 - b. Preliminary geotechnical evaluation of two sites (\$24,000)
 - c. Additional geotechnical due diligence of one site (\$30,000)
 - d. Environmental site assessment phase I and phase II for one site (\$34,000)
 - e. Perform a local transportation study on one site (\$30,000)
 - f. Provide real estate consultation to assist and provide recommendations during site selection process (\$50,000)
4. Assist in the selection of an Architect/Engineer (A/E) to serve as the designer of record for the facility, to include RFP development, review of A/E proposals, participation in shortlist interviews, leading the evaluation process, and making recommendation to the County
5. Implementation of a SharePoint system during design for document maintenance

6. Providing design and project management during the during the design phase
7. Conducting a 24-hour value engineering workshop led by a certified value engineering specialist (CVS)
8. Cost estimating
 - a. Provide cost estimate for the Conceptual Design
 - b. Provide reconciliation of estimates provided by architect and the CMAA for the Design Development and Construction Document design submissions
9. Providing cursory constructability review of documents at each design submission anticipating that detailed review and input will be provided by the CMAA
10. Providing Mechanical / Electrical / Plumbing and Building Envelope commissioning to include:
 - a. Design reviews
 - b. Periodic construction inspection and testing
 - c. Acceptance testing
11. Providing Furniture Fixture and Equipment (FFE) coordination (assumes A/E will provide FFE design)
 - a. Review existing FF&E to be moved from the existing facility to the new facility with support from Cumberland County
 - b. Assist in the RFP development, review of proposals, leading the evaluation process, and making a recommendation to the County for FF&E moving contractor
 - c. Conduct pre-move coordination conference
 - d. Coordinate the relocation of furniture and equipment
12. In coordination with the A/E, lead construction procurement process
13. Providing project management and construction inspection during the construction phase, to include
 - a. Part-time Project Manager
 - b. One full-time Construction Manager
 - c. One full-time Project Inspector
 - d. Part-time estimator to assist with evaluation of changes
14. Use of an image capturing software during construction
15. Baseline and monthly update schedule reviews
16. Project closeout to include
 - a. Coordinating warranty information
 - b. Coordinating training with training documentation and video turnover
 - c. Reviewing punchlist completion
 - d. Turnover of required closeout documentation

PROPOSED FEE

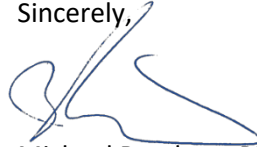
MBP proposes to provide the service as described above for the fixed fee of **\$2,201,500**. Included in this fee is \$243,000 in allowance items to be reimbursed to MBP at cost plus 5%.

MBP will provide personal protective equipment, mobile phone, and necessary computer hardware and software for its personnel as part of its fee. The County will provide MBP with on-site office space during the construction phase to include furniture, high-speed internet and other typical accommodations required for an efficient work environment for the anticipated onsite team.

All services will be provided in accordance with the terms and conditions attached to this proposal as Attachment A.

Thank you for this opportunity to provide project and construction management services. We look forward to working with you to successfully deliver this this project. Please feel free to contact me at mbagshaw@mbpce.com or Matthew DeSilver at mdesilver@mbpce.com or 443-896-6833.

Sincerely,

A handwritten signature in blue ink, appearing to read 'MB', with a long horizontal stroke extending to the right.

Michael Bagshaw, PE, CCM

Senior Vice President, Buildings Service Leader

Attachment: Exhibit A

cc: Procurement; P21532

M. DeSilver/MBP



PROJECT MANAGEMENT/OWNER'S REPRESENTATIVE SERVICES TERMS AND CONDITIONS - Attachment A

BETWEEN: MBP Carolinas, Inc. and the County of Cumberland, North Carolina
PROJECT: Cumberland County Multi-Purpose Event Center

These Terms and Conditions are part of the February 14, 2022 (Revised March 21, 2022) Proposal for Project Management/Owner's Representative Services for the Cumberland County Multi-Purpose Event Center ("Proposal") provided by MBP Carolinas, Inc. ("MBP" or "OWNER'S REPRESENTATIVE") to the County of Cumberland, North Carolina ("Client" or "COUNTY"). The Proposal, including these Terms and Conditions, is incorporated in its entirety by the contract between the Client and MBP made the _____ day of _____, 2022 ("Agreement" or "Contract"). As used herein, MBP and the Client each are a "Party" and collectively are the "Parties."

1. THE PROJECT

The project consists of the new construction of a Multi-Purpose Event Center that will need to host a variety of ticketed events including concerts, comedy shows, family shows, touring theater/Broadway performances and other local and regional performances ("Project"). The estimated cost is approximately \$80 million and the Project will be constructed as a quality, state-of-the-art venue with the necessary acoustics, stage configuration, rigging capacities, and back-of-house space to accommodate the needs of various users.

2. PERIOD OF PERFORMANCE

It is anticipated that the procurement process and design will begin in early 2022 with the Project being open for business by October 1, 2025. MBP's period of performance would begin on or about March 1, 2022 and complete December 31, 2025. Anticipated Project timelines are:

- Site Selection and Procurement: 7 months
- Design timeline: 18 months
- Construction Timeline: 18 Months
- Project Closeout and Warranty: 3 months

3. SCOPE OF SERVICES

MBP shall provide the following owner's representative project manager services ("Services"):

- 3.1. Developing the Project budget based upon scope and available funds
- 3.2. Providing budget updates as Project progresses
- 3.3. Provide monthly Project progress reports for presentation to the MPC Committee and the Board of Commissioners, including a quarterly in person presentation or as requested to the MPC Committee and Board of Commissioners
- 3.4. Allowance for Site Selection support to include:
 - 3.4.1. Review of up to four sites
 - 3.4.2. Preliminary geotechnical evaluation of two sites
 - 3.4.3. Additional geotechnical due diligence of one site
 - 3.4.4. Environmental site assessment phase I and phase for one site
 - 3.4.5. Perform a local transportation study on one site
 - 3.4.6. Allowance for Real estate consultation to assist and provide recommendations during site



selection process

- 3.5. Following the initial Site Selection Analysis, present recommendation to the Multi-Purpose Center Committee “MPC Committee” and Board of Commissioners
- 3.6. Assist in the selection of an Architect/Engineer (A/E) to serve as the designer of record for the facility, to include RFP development, review of A/E proposals, participation in shortlist interviews, leading the evaluation process, and making recommendation to the County
- 3.7. Implementation of a commercially provided project management information system
- 3.8. Providing design and project management during the design phase
- 3.9. Conducting a 40-hour value engineering workshop led by a certified value engineering specialist (CVS)
- 3.10. Cost estimating
 - 3.10.1. Provide cost estimates for each design submission
 - 3.10.2. Provide reconciliation of estimates provided by architect and the contractor
- 3.11. Providing constructibility review of documents at each design submission
- 3.12. Providing Mechanical / Electrical / Plumbing and Building Envelope commissioning to include:
 - 3.12.1. Design reviews
 - 3.12.2. Periodic construction inspection and testing
 - 3.12.3. Acceptance testing
- 3.13. Providing Furniture Fixture and Equipment (FFE) coordination (assumes A/E will provide FFE design)
- 3.14. In coordination with the A/E, lead construction procurement process
- 3.15. Providing full-time onsite project management and construction inspection
 - 3.15.1. One full-time construction manager
 - 3.15.2. One full-time project inspector
 - 3.15.3. Part-time estimator to assist with evaluation of changes
- 3.16. Use of an image capturing software during construction
- 3.17. Baseline and monthly update schedule review
- 3.18. Allowance to provide third party construction material testing and inspection
- 3.19. Project closeout to include
 - 3.19.1. Coordinating warranty information
 - 3.19.2. Coordinating training with training documentation and video turnover
 - 3.19.3. Reviewing punchlist completion
 - 3.19.4. Turnover of required closeout documentation

4. CHANGES IN SERVICES

The Client may make changes in the Services that are within the general scope of this Agreement. If any such change causes an increase or decrease in the cost of, and/or the time required for, MBP’s performance of this Agreement, the Agreement price and time shall be equitably adjusted to account for such increase or decrease. Such an equitable adjustment shall be documented by a modification to the Agreement pursuant to Section 39 specifying the scope of the change in services, the increase or decrease in price and/or time, and any other relevant terms. Should the Parties be unable to reach a prompt agreement regarding the terms of an equitable adjustment, MBP shall proceed with the Services as changed by the Client, and the Parties shall negotiate in good faith to resolve the equitable adjustment. If the Parties are unable to reach a mutually



agreeable resolution, MBP retains the right to pursue the equitable adjustment as a disputed item in conformance with the requirements of Section 40.

5. STANDARD OF CARE

The standard of care applicable to MBP's performance of the Services will be the degree of skill and care ordinarily used by members of MBP's profession performing the same or similar services under similar circumstances at the same time and in the same locality. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this Agreement or in any oral or written work product provided by MBP, including but not limited to any report, opinion, or document.

6. COMPENSATION

The Client shall compensate MBP for performance of the Services in conformance with the requirements of the Agreement on a fixed fee basis in the amount of \$2,201,500.00.

7. INVOICING

MBP will submit invoices to the Client for progress payments not more than once each month via electronic email. Undisputed invoices are due and payable in full by the Client within thirty calendar days of the Client's receipt of MBP's invoice. The Client shall notify MBP of any disputed charges in writing within thirty calendar days of the Client's receipt of the disputed invoice. Any charges not in dispute shall be paid in full within the required time, and MBP and the Client shall work in good faith to resolve any disputed charges.

Client's obligation to pay for Services shall not be dependent on Client's ability to obtain financing, payment from third parties, successful resolution of the litigation or settlement negotiations, or any other contingencies. MBP may impose a service charge of 1% per month (12 percent per annum) and suspend or terminate the Services if invoices are not paid as required by the Agreement. Client waives any claim against MBP arising from MBP's suspension or termination of Services due to Client's failure to provide timely payment.

8. LAWS, REGULATIONS, BUSINESS/PROFESSIONAL LICENSES

MBP will maintain business and professional licenses as required for the performance of its Services. Subject to the standard of care set forth in Section 5, MBP will comply with all laws and regulations applicable to the Services.

9. ACCESS TO RECORDS

MBP will maintain accounting records in accordance with generally accepted accounting principles and practices to substantiate all invoiced amounts. Upon reasonable advance notice from the Client, MBP will make such accounting records available for examination by the Client at MBP's regular place of business for a period of three years after MBP's final invoice. Accounting records in support of a fixed fee amount shall be subject to audit for the limited purpose of verifying that all required Services were furnished and shall be not subject to audit for the purpose of determining MBP's profit or loss with respect to such Services.



10. SITE ACCESS

Client shall provide or arrange for MBP's access to the Project site and any other public/private property required for MBP to perform its services, without cost, limitation, or burden to MBP.

11. CONSTRUCTION MEANS AND METHODS

MBP shall not have control over, charge of, or responsibility for construction means, methods, techniques, and sequences for any contractor or material supplier at any tier performing work for construction of the Project ("Contractor"). MBP shall have no responsibility for Contractor's failure to perform its work in compliance with the requirements of the construction documents or the acts or omissions of Contractor or any other person or entity performing work on the Project.

12. PROJECT SAFETY

MBP shall perform its services in a safe manner and conform to the health and site safety requirements and programs of Contractor. MBP, however, shall not be responsible for implementation of or compliance with any safety programs for the Project or for initiating, maintaining, monitoring, or supervising the implementation of such programs or their procedures and precautions, or for the coordination of any of the above with other parties performing work at the Project site. MBP shall not be responsible for the adequacy or completeness of any Project safety programs, procedures, or precautions.

13. CONSTRUCTION INSPECTIONS

When observing or inspecting Contractor's work for compliance with the requirements of the construction documents, MBP shall document or otherwise report any defects or deficiencies in the work of which MBP becomes aware. MBP, however, does not warrant or guarantee that all non-compliant conditions will be detected or corrected.

14. ENVIRONMENTAL HAZARDS

The Client acknowledges that MBP shall have no responsibility for the detection, investigation, evaluation, abatement, handling, removal, or disposal of or exposure of persons to hazardous materials or toxic substances in any form that may be present in buildings, structures or otherwise at any Project site, other than such materials and substances that MBP brings to the site itself. MBP and the Client have entered into this Agreement on the basis that any such hazardous materials or toxic substances are not present at the Project site.

15. CERTIFICATIONS

MBP shall not be required to execute any certification regarding work or services performed by others and tested, observed, or reviewed by MBP unless MBP, in its sole discretion, determines that (a) it has knowledge sufficient to provide an adequate basis to issue the certification, and (b) such work meets the criteria of the certification. Client shall provide MBP a copy of any requested certification at least 20 business days in advance of its anticipated execution. The language of any requested certification shall be subject to modification by MBP to meet the criteria of this Section. Any executed certification shall constitute an expression of professional opinion based upon MBP's knowledge and shall not constitute a warranty or guarantee, express or implied.

16. FURNISHED DATA AND INFORMATION

The Client shall provide MBP all data and information necessary for MBP's orderly performance of the Services. MBP shall be entitled to rely upon the accuracy of such data and information.



17. DESIGN RESPONSIBILITY

MBP is not serving in any respect as a designer for any portion of the Project and has no responsibility or liability for any part of the Project design, regardless of (a) the utilization by any party of any assistance, recommendations, or comments relating to the Project design provided by MBP to the Client, Designer(s) of Record, or any other party, and/or (b) any services provided by MBP relating to the development or review of the construction documents, including, without limitation, scopes of work, Schematic Design, Preliminary Design, Working Drawings, value engineering, code and regulatory compliance, requests for proposals, and other documents intended to solicit proposals for construction of the Project and/or set forth the requirements for construction of the Project. The Designer(s) of Record shall be and shall remain solely responsible for all parts of the Project design.

18. COST ESTIMATES AND VALIDATIONS

The Client acknowledges that MBP has no control over, among other things, the cost of materials, labor, equipment, Contractor's method of determining cost, or cost fluctuations in the market. Accordingly, MBP does not guarantee or warrant that any actual bids or costs of construction will not deviate from cost estimates provided by MBP to the Client or cost estimates prepared by others that have been validated by MBP. MBP shall have no liability for such deviations and no obligation to re-perform cost estimates or cost estimate validations without additional compensation that vary from actual bids or costs of construction, provided that any such cost estimate or validations has been developed in accordance with the applicable standard of care.

19. NO LEGAL SERVICES

MBP's Services exclude legal services. Any review by MBP of documents to be issued or executed by the Client relating to the Project, including, without limitation, scopes of work, design documents, construction documents, requests for proposals, contracts for construction and professional services, financing agreements, or any terms and conditions contained therein, shall not be for the purpose of providing legal advice. To the extent legal review of such documents might be warranted due to the obligations, risks, and other potential liabilities that such documents might impose upon the Client, obtaining such legal review is the sole responsibility of the Client.

20. OWNERSHIP OF REPORTS, DRAWINGS, AND OTHER WORK PRODUCT

MBP retains ownership of reports, drawings, specifications, test data, techniques, photographs, letters, notes, video and audio recordings, and any other instruments of professional service created by MBP in any format ("Instruments of Service"). MBP's ownership includes all intellectual property rights in such Instruments of Service. Provided the Client performs its obligations under the Agreement, including but not limited to making payments to MBP for Services rendered when due, MBP grants the Client a non-exclusive, revocable, royalty-free license to use such Instruments of Service solely and exclusively for the purposes of the specific Project for which they were created. Any other use or modification of the Instruments of Service without the prior written consent of MBP shall be at the Client's sole risk.

21. REVIEW OF PAY APPLICATIONS

MBP's review and recommendations regarding the appropriateness of design professional and/or Contractor pay applications shall constitute only a representation that, to the best of MBP's knowledge, information, and belief, the applicant's work has, in general, progressed to the point



indicated in the pay application, and that the quality of the work generally is in accordance with the requirements of the applicant's contract with the Client. Such reviews and recommendations relating to pay applications shall not constitute a representation that MBP has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of Contractor's work, (2) reviewed or approved Contractor's construction means, methods, techniques, sequences, or procedures, (3) reviewed copies of requisitions received from subcontractors and material suppliers and other data requested by the Client to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the applicant has used money previously paid on account of the contract amount.

22. SUSPENSION OF WORK

The Client may suspend, delay, or interrupt all or a part of the Services upon three calendar days advance written notice to MBP. If any such suspension causes an increase or decrease in the cost or time required for MBP's performance of the Services, MBP shall be entitled to an equitable adjustment in the Agreement price and/or time as appropriate, and this Agreement shall be modified pursuant to Section 39. Such equitable adjustment shall exclude adjustment in the Agreement price and/or time to the extent the suspension was caused by the failure of MBP's Services to conform to the Standard of Care set forth in Section 5.

If the Client does not require MBP to resume its Services within 60 calendar days of any such suspension, that portion of the Services that has been suspended may be terminated by either Party for convenience. In the event that this Agreement is terminated for convenience under this provision, MBP shall be compensated for Services performed and all necessary reasonable expenses incurred in connection with the performance of Services in accordance with the termination for convenience provisions in Section 23.1.

23. TERMINATION

23.1. TERMINATION FOR CONVENIENCE

This Agreement may be terminated by the Client for convenience (without cause) after seven calendar days advance written notice to MBP. In the event of such termination, MBP shall be compensated for properly performed Services up to the effective date of termination as well as reasonable expenses incurred due to the termination. MBP, however, shall not be entitled to any profit or fee on unperformed Services.

23.2. TERMINATION FOR DEFAULT

Either Party may terminate this Agreement for default upon 14 calendar days written notice to the other Party of a material breach of the Agreement by the other Party. The breaching Party shall have 14 calendar days to cure the breach and avoid default, or such longer time as the Parties may mutually agree in writing.

If either Party terminates this Agreement for default, MBP shall be paid for all Services properly performed up to the effective date of termination.

If the Client terminates this Agreement for MBP's default and it is later determined that cause did not exist for such a termination, the termination will be deemed as one occurring for convenience subject to the terms of Section 23.1.



24. INDEMNIFICATION

MBP shall indemnify the Client, its officers, directors, and employees (collectively “Indemnitees”), from and against direct losses, damages, and judgments incurred by the Indemnitees (“Damages”) arising from claims by third parties, including reasonable attorneys’ fees and expenses to the extent recoverable under applicable law as damages, but only to the extent that such Damages are found to be proximately caused by the negligent acts, errors, or omissions of MBP or anyone for whom MBP is legally liable. To the extent that any Damages are found to be caused by the joint or concurrent negligence of MBP, any or all the Indemnitees, and/or any third party, MBP’s indemnification obligation shall be limited to the proportion of Damages proximately caused by MBP’s negligence or the negligence of anyone for whom MBP is legally liable.

25. INSURANCE

MBP shall maintain at its own expense the following insurance subject to normal industry exclusions:

- 25.1. General liability insurance covering claims for injuries to members of the public or damage to property of others caused by any negligent act or omission of MBP or any of its employees in the following amounts: personal injury: \$1,000,000 per occurrence, \$2,000,000 aggregate; and property damage \$1,000,000 per occurrence, \$2,000,000 aggregate.
- 25.2. Professional liability insurance in the amount of \$3,000,000 per claim and \$6,000,000 in the aggregate.
- 25.3. Workers’ compensation and employer’s liability insurance in the statutory amount or \$500,000, whichever is greater.
- 25.4. Automobile liability insurance in the amount of \$1,000,000 combined single limit each accident.
- 25.5. Umbrella liability insurance in the amount of \$5,000,000 per occurrence/aggregate.
- 25.6. Additional Insured. All of the MBP’s insurance policies (except Workers’ Compensation and Professional Liability) shall name the Client as an additional insured.
- 25.7. Waiver of Subrogation. All of MBP’s insurance policies shall be endorsed to express the insurance carriers’ waiver of all rights of subrogation against the Client.
- 25.8. With the exception of 10 calendar days prior written notice for non-payment of premium, the Professional Liability insurance carrier will give no less than 30 calendar days prior written notice of any cancellation, non-renewal, or reduction of limits of any policy. With the exception of written notice for non-payment of premium, the Commercial General Liability insurance carrier will give no less than 30 calendar days prior written notice of any cancellation of any policy.
- 25.9. Upon request, MBP will submit certificates verifying such insurance coverage.

26. INDEPENDENT CONTRACTOR

MBP is an independent contractor and will maintain complete control of and responsibility for its employees, subcontractors, agents, methods, obligations, and operations.

27. WAIVERS

No failure by either Party to exercise or delay in exercising any right provided by this Agreement or at law shall operate as a waiver or release of such right. No waiver by either Party of any default by the other Party in the performance of any provision of this Agreement will operate or be construed as a waiver of any default other than the default specifically referenced in such waiver, or a waiver of any future default, whether like or different in character. A waiver must be in writing and executed by an authorized representative of the Party granting the waiver for the waiver to be operative.

28. REMEDIES

The rights and remedies provided in this Agreement shall be cumulative with and in addition to the rights and remedies otherwise available to both Parties at law, in equity, or elsewhere.

29. WAIVER OF CONSEQUENTIAL DAMAGES

Neither Party shall be liable to the other Party in contract, tort, strict liability, warranty, or otherwise, for any special, indirect, incidental, or consequential damages, including but not limited to, delay, disruption, loss of production, loss of anticipated profits or revenue, loss of use of equipment or system, non-operation, or increased expense of operation of other equipment or systems, cost of capital, or cost of purchase or replacement equipment systems or power.

30. NO PERSONAL LIABILITY

MBP's officers, directors, shareholders, members, partners, and employees shall not be subject to levy, execution, or other enforcement procedure or otherwise be personally liable for the satisfaction of any of the Client's remedies under or with respect to this Agreement.

31. DELAYS

Neither Party will be liable to the other Party for delays caused by factors beyond its reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, government ordered industry shutdowns, power or server outages, acts of nature, widespread infectious disease outbreaks (including, but not limited to epidemics and pandemics), or the failure of any governmental or other regulatory authority to act in a timely manner.

MBP shall not be liable for delays caused by failure of the Client to furnish timely information or approve or disapprove of MBP's services or work product, or delays caused by faulty performance by the Client or Contractor. When such delays occur, MBP shall not be responsible for damages, nor shall MBP be deemed in default of this Agreement.

The Client will give prompt written notice to MBP whenever the Client observes or becomes aware of any development that affects the scope or timing of MBP's Services.

32. NO THIRD-PARTY BENEFICIARIES

Nothing in this Agreement shall create or be construed to create any third-party beneficiary rights in any person or entity not a signatory to this Agreement. This Agreement has been and is made solely for the benefit of the Parties and their respective successors and permitted assigns to the extent provided in this Agreement, and no other party shall acquire or have any rights, express or implied, under or by virtue of this Agreement.



33. CONFIDENTIALITY

MBP shall treat information submitted and marked by the Client as confidential and employ practices used for MBP's protected information, provided that the limitation shall not apply to any information or portion thereof in whatever form, which is: (a) within the public domain at the time of its disclosure; (b) is furnished or obtained from a third party who is under no obligation to keep the information confidential; (c) required to be disclosed by law or on order of a court, administrative agency, or other authority with proper jurisdiction.

34. NOTICES

All notices shall be in writing and shall be deemed properly delivered when mailed by registered letter to the other Party at its address as follows:

<p>If to MBP Carolinas, Inc. McDonough Bolyard Peck, Inc. 3040 Williams Drive, Suite 300 Fairfax, VA 22031 ATTN: J. Willcox Dunn III, General Counsel</p> <p>With a copy, which shall not constitute notice, to: MBP Carolinas, Inc. 3040 Williams Drive, Suite 300 Fairfax, VA 22031 ATTN: Christopher J. Payne, President/CEO</p>	<p>If to the Client: Cumberland County Engineering Department 130 Gillespie Street, Suite 214 Fayetteville, NC 28301 ATTN: Jermaine Walker, County Engineer</p> <p>With a copy, which shall not constitute notice, to:</p>
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35. ASSIGNMENT

This Agreement will not be assigned by either Party, in whole or in part, without the other Party's prior written approval.

36. ADVICE OF COUNSEL

Each Party acknowledges that it has participated in the drafting of this Agreement and has had the opportunity and has been encouraged to seek independent legal advice with respect to its rights and obligations under this Agreement, and that this Agreement shall not be construed against either Party based on authorship but shall be construed in a neutral manner.

37. SEVERABILITY

In the event that any provision of this Agreement is held or found to be contrary to applicable law, such provision shall continue in effect to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in full force and effect to the fullest extent permitted by law. The Parties agree that if certain terms and conditions are required by law, that this Agreement shall be deemed to have and hereby does incorporate such terms and conditions herein by reference.



38. COUNTERPARTS

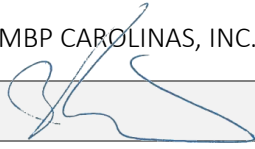
This Agreement and any modifications may be executed in a number of counterparts, and each counterpart signature, when taken with the other counterpart signatures, is treated as if executed upon one original of this Agreement and any modification. A signature by any Party provided by facsimile or electronic mail is binding upon that Party as if it were the original.

39. ENTIRE AGREEMENT

This Agreement, together with any attachments or exhibits incorporated and made a part of this Agreement, constitutes the entire Agreement between the Client and MBP and supersedes all prior written and oral understandings. This Agreement may be amended, supplemented, modified, or canceled only by a written instrument executed by an authorized representative of each Party.

40. CHOICE OF LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina without regard to conflict of laws principles. Both parties expressly consent to the jurisdiction of the state and federal courts located in and the parties further agree that the exclusive venue for the resolution of any dispute relating to this Agreement shall be in the state and federal courts in the State of North Carolina.

	CUMBERLAND COUNTY	MBP CAROLINAS, INC.
Signature		
Name (Print)		Michael Bagshaw, PE, CCM
Title		Senior Vice President, Buildings Service Leader
Date		March 21, 2022



CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF APRIL 4, 2022

TO: BOARD OF COUNTY COMMISSIONERS

FROM: CANDICE H. WHITE, CLERK TO THE BOARD

DATE: 4/4/2022

**SUBJECT: CUMBERLAND COUNTY INDUSTRIAL FACILITIES AND POLLUTION
CONTROL FINANCING AUTHORITY**

BACKGROUND

At the March 21, 2022 regular meeting, the Board of Commissioners nominated the following individuals to fill seven (7) vacancies on the Cumberland County Industrial Facilities and Pollution Control Financing Authority.

Timothy S. Richardson
Ronald C. Crosby, Jr.
Melissa Bostic
Donald Brooks
Dr. Tracie Hines Lashley
Gary A. Silverman
Dakota W. Wright

The membership roster for the Cumberland County Industrial Facilities and Pollution Control Financing Authority is attached.

RECOMMENDATION / PROPOSED ACTION

Appoint individuals to fill the seven (7) vacancies on the Cumberland County Industrial Facilities and Pollution Control Financing Authority.

ATTACHMENTS:

Description	Type
Cumberland County Industrial Facilities and Pollution Control Financing Authority Membership Roster	Backup Material

CUMBERLAND COUNTY FINANCE CORPORATION
(ALSO THE CUMBERLAND COUNTY INDUSTRIAL FACILITIES
AND POLLUTION CONTROL FINANCING AUTHORITY)
(same members on both Boards)
6 Year Term

11/09

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
VACANT (Vacated by B. Gleaton)	9/07	2nd	Sept/13 9/30/13	No
Timothy S. Richardson (W/M) 125 Magnolia Avenue Fayetteville, NC 28305 484-8486/307-9110 (W)	9/09	1 st	Sept/15 9/30/15	Yes
VACANT (Vacated by C. McNeill)	9/09	2nd	Sept/15 9/30/15	No
Annette C. Billie (B/F) 749 Edgehill Road Fayetteville, NC 28314	9/07	2nd	Sept/13 9/30/13	No
Ronald C. Crosby, Jr. (B/M) 2829 Meadow Mont Lane Fayetteville, NC 28306 425-6512 (H) / 483-0458 (W)	9/09	1st	Sept/15 9/30/15	Yes
Dr. Don A. Okhomina (B/M) 494 Dunloe Court Fayetteville, NC 28311 868-1618/672-2148 (W)	11/09	1st	Sept/15 9/30/15	Yes
Dr. Joan Ceziar (B/F) 737 Maxine Street Fayetteville, NC 28303 822-0759/672-1009	9/11	1st	Sept/17 9/30/17	Yes

Contacts: Co. Attorney's Office &
Neil Yarborough, Yarborough Law Firm, 115 E. Russell St, Fayetteville, NC 28301

Meetings: On Call