
AGENDA
CUMBERLAND COUNTY BOARD OF COMMISSIONERS
JUDGE E. MAURICE BRASWELL
CUMBERLAND COUNTY COURTHOUSE- ROOM 118
APRIL 17, 2023
6:45 PM

INVOCATION - Commissioner Jeannette Council

PLEDGE OF ALLEGIANCE -

INTRODUCTIONS

Fayetteville-Cumberland Youth Council Members

RECOGNITIONS

Recognition of 2023 Governor's Volunteer Service Awards

Individuals receiving the 2023 Governor's Volunteer Service Award

Katherine L. Dempsey - Army Community Service

Liz Hart - Fayetteville Animal Protection Society

Robert Sparks - Jarred Bryan Sparks Foundation

Grant Bennett - The Two-Six Project

Elaine Saleeby - YMCA of the Sandhills

Hadassah Judy Toney - Combined Unified Service, Inc.

Carol Ballard - Fayetteville Urban Ministry

David Ickes - Cape Fear Community Emergency Response Team

Group receiving the 2023 Governor's Volunteer Service Award

Steve and Joy Morris - Living Water Assembly of God

Recipients of the 2023 Governor's Volunteer Service Medallion

Cheyenne and Cali Rae Campos - Giving Back Worm Hugs (Fizzy Friends Bath Bombs)

Appointment to the North Carolina Human Resources Commission

Tye Vaught, Cumberland County Chief of Staff

PUBLIC COMMENT PERIOD

1. APPROVAL OF AGENDA

2. PRESENTATIONS

A. Behavioral Health Update Provided by Alliance Staff

3. CONSENT AGENDA

A. Approval of Proclamation Recognizing April 2023 as Fayetteville Cumberland Reentry Council Second Chance Month

- B. Approval of Proclamation Proclaiming April 2023 as Diversity Month in Cumberland County
 - C. Approval of Rejection of Request for Proposal (RFP #23-21-DC Detention Center Healthcare)
 - D. Approval of Request for Destruction of Planning and Inspections Department Paper Records
 - E. Approval of Budget Ordinance Amendments for the April 17, 2023 Board of Commissioners' Agenda
 - F. Approval of Cumberland County Board of Commissioners Agenda Session Items
 - 1. Fiscal Year 2023 Contract for Professional Auditing Services
 - 2. FAMPO Comprehensive Transportation Plan (CTP)
 - 3. Request to Amend FY23 Community Transportation Program (CTP) Bid Award to Include EDTAP Services for Chapman Management Company
 - 4. American Rescue Plan Committee Recommendations and Associated Budget Ordinance Amendment B#230046
 - 5. Interlocal Agreement (MOU) with New Hanover for DSS Training
 - 6. Resolution for Funding Assistance for the Proposed Future Cedar Creek Water and Sewer District
 - 7. Resolution for Funding Assistance for the Gray's Creek Water and Sewer District
 - 8. Intent to Lease Real Property at 9221 Giles Rd. for a Solid Waste Container Site
 - 9. Diesel Emissions Reduction Grant for Cumberland County Solid Waste Tracked Loader
 - 10. Diesel Emissions Reduction Grant for Cumberland County Solid Waste Motor Grader
 - 11. NCDOT Request for Permanent Utility Easement at the County's Hope Mills Branch Library
 - 12. Construction Manager At Risk Recommendation For Crown Event Center
 - 13. Contract with County Tax Services, Inc. For Tax Auditing Services
4. PUBLIC HEARINGS
- A. Public Hearing - Community Development PY 2023 Annual Action Plan (Draft)

Rezoning Cases

- B. Case ZON-22-0078
- C. Case ZON-22-0085
- D. Case ZON-23-0003
- E. Case ZON-23-0004

5. ITEMS OF BUSINESS

6. NOMINATIONS

A. Jury Commission (1 Vacancy)

7. APPOINTMENTS

A. Joint Fort Bragg and Cumberland County Food Policy Council (5 Vacancies)

B. Local Emergency Planning Committee (1 Vacancy)

C. Senior Citizens Advisory Commission (3 Vacancies)

D. Local Emergency Planning Committee- Chair and Vice Chair Appointments

RECESS THE BOARD OF COMMISSIONERS' MEETING

**CONVENE THE GRAY'S CREEK WATER AND SEWER DISTRICT
GOVERNING BOARD MEETING**

8. GRAY'S CREEK WATER AND SEWER DISTRICT GOVERNING BOARD AND
CONSENT AGENDA

A. Resolution for Funding Assistance for the Gray's Creek Water and Sewer District

**ADJOURN THE GRAY'S CREEK WATER AND SEWER DISTRICT
GOVERNING BOARD MEETING**

RECONVENE THE BOARD OF COMMISSIONERS MEETING

9. CLOSED SESSION: If Needed

ADJOURN

REGULAR BOARD MEETINGS:

May 1, 2023 (Monday) 9:00 AM

May 15, 2023 (Monday) 6:45 PM

June 5, 2023 (Monday) 9:00 AM

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**



CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF APRIL 17, 2023

TO: BOARD OF COUNTY COMMISSIONERS

FROM: ANDREA TEBBE, CLERK TO THE BOARD

DATE: 4/17/2023

**SUBJECT: APPOINTMENT TO THE NORTH CAROLINA HUMAN RESOURCES
COMMISSION**

BACKGROUND

Tye Vaught, Cumberland County Chief of Staff, has been appointed to the North Carolina Human Resources Commission by Governor Roy Cooper.



GENERAL MANAGER FINANCIAL SERVICES

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF APRIL 17, 2023

TO: BOARD OF COUNTY COMMISSIONERS

FROM: VICKI EVANS, FINANCE DIRECTOR

DATE: 4/11/2023

SUBJECT: BEHAVIORAL HEALTH UPDATE PROVIDED BY ALLIANCE STAFF

BACKGROUND

Staff from Alliance will provide an update regarding behavioral health services in Cumberland County.

RECOMMENDATION / PROPOSED ACTION

Receive the presentation.

ATTACHMENTS:

Description

Alliance Presentation

Type

Backup Material



Cumberland County Board of Commissioners (Regular Meeting)

April 17, 2023

System Challenges

- Access to child residential services
- Provider specific capacity issues
- Direct care workforce issues
- Behavioral health crisis services
- Higher ED admissions
- Opioid use and overdoses are still on the rise

Service Expansion

- Mobile Outreach Response Engagement Stabilization (MORES) - Operated by Communicare
- OneCare Cumberland Aftercare Network
- Assertive Engagement
- Sally Hill Crisis Group Home - Operated by Thompson Family Focus
- Therapeutic Relief – provided by Pinnacle Family Services

Opioid Service Expansion

- Office-Based Opioid treatment for the uninsured
 - Provider is Life Net
- Opioid Treatment Program from the uninsured
 - Providers are Fayetteville Treatment Center and Carolina Treatment Center-Fayetteville
- Funded positions to support EMS Overdose Response Team

Service Expansion: Therapeutic Relief

- On-site behavioral health support to children in DSS custody while awaiting residential treatment in non-therapeutic settings; e.g. DSS office or shelter care
- Also provides respite relief by taking youth on therapeutic outings
- Alliance has selected Pinnacle Family Services to provide this service.
- Pinnacle has hired their TR Team and have implemented the service with Cumberland County DSS

Community and Member Engagement

- Hosted Med Assist Mobile Free Pharmacy event
 - Almost 1000 people served with 17% being uninsured
 - Almost 30 volunteers
- Continue to host SOC Community Collaborative, Crisis Collaborative and Consumer and Family Advisory Council
- Implemented Community Paramedicine with Cape Fear
- Offering 5 Adult Mental Health First Aid trainings to library staff

Partnering with the Courts

- DJJ Court Liaison
 - Experiencing an increase in number of youth awaiting placement in detention with violent and aggressive histories
- Convene monthly Juvenile Justice Behavioral Health partnership
 - Communicate DJJ single assessor
 - 53 assessments completed 7/1-2/28/23

Supportive Housing

- Opened 12 bed bridge housing program July, 2022
 - 3-5 months persons experiencing homelessness who are higher users of crisis services
 - Served over 25 people
- 91 Transitions to Community Living (TCL) tenants
- Expended over \$67,000 in financial assistance (as of Jan. 31st)



Questions, Comments, Feedback



CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF APRIL 17, 2023

TO: BOARD OF COUNTY COMMISSIONERS

FROM: ANDREA TEBBE, CLERK TO THE BOARD

DATE: 4/17/2023

**SUBJECT: APPROVAL OF PROCLAMATION RECOGNIZING APRIL 2023 AS
FAYETTEVILLE CUMBERLAND REENTRY COUNCIL SECOND
CHANCE MONTH**

BACKGROUND

A request was received for a proclamation recognizing April 2023 as Fayetteville Cumberland Reentry Council Second Chance Month.

RECOMMENDATION / PROPOSED ACTION

Respectfully request approval of proclamation.

ATTACHMENTS:

Description

Reentry Council Second Chance Month Proclamation

Type

Backup Material

roclamation

WHEREAS, the vast majority of the more than 37,000 people currently serving sentences in North Carolina prisons and jails will transition into communities throughout the state. These formerly incarcerated individuals will become part of a population of more than 1.5 million North Carolinians with criminal records; ***AND***

WHEREAS, helping people with criminal records become productive members of society benefits their families and communities in many ways, including improving safety and preventing and reducing crime; ***AND***

WHEREAS, formerly incarcerated individuals face numerous challenges that include finding work, housing, health care, and transportation, and these challenges may lead to recidivism, health, social, and security concerns; ***AND***

WHEREAS, the North Carolina Department of Public Safety has developed the North Carolina Reentry Action Plan to facilitate a better transition for people from incarceration or community supervision back into society by coordinating existing resources, identifying resource gaps, and advocating on behalf of individuals with criminal records; ***AND***

WHEREAS, in 2017, the North Carolina General Assembly established the State Reentry Council Collaborative to be chaired by the Secretary of the Department of Public Safety. The Council included representation from government, education, faith- and community-based organizations and those formerly incarcerated; ***AND***

WHEREAS, North Carolina's 14 local reentry councils work to decrease the stigma by raising public awareness of the issues and challenges faced by formerly incarcerated individuals; ***AND***

WHEREAS, Jessie Garner serves as the Executive Director of the Fayetteville Cumberland Reentry Council and connects justice-involved individuals with resources and services important to successful reentry.

NOW, THEREFORE, We, the Board of Commissioners of Cumberland County, North Carolina, do hereby recognize April 2023 as Fayetteville Cumberland Reentry Council National Second Chance Month and commend its observance to all citizens.

Adopted the 17th day of April 2023.

Dr. Toni Stewart. Chairwoman
Cumberland County Board of Commissioners



BOARD OF COMMISSIONERS' OFFICE

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF APRIL 17, 2023

TO: BOARD OF COUNTY COMMISSIONERS

FROM: ANDREA TEBBE, CLERK TO THE BOARD

DATE: 4/17/2023

**SUBJECT: APPROVAL OF PROCLAMATION PROCLAIMING APRIL 2023 AS
DIVERSITY MONTH IN CUMBERLAND COUNTY**

BACKGROUND

A request was received for a proclamation proclaiming April 2023 as Diversity Month in Cumberland County, North Carolina.

RECOMMENDATION / PROPOSED ACTION

Respectfully request approval of the proclamation.

ATTACHMENTS:

Description

Diversity Month Proclamation

Type

Backup Material

Proclamation

WHEREAS, we recognize that diversity is a strength and that differences in backgrounds, experiences, and perspectives can lead to innovation and creativity in our workplaces, schools, and communities; and

WHEREAS, we acknowledge that equity means providing equal opportunities for all, regardless of race, ethnicity, gender, sexual orientation, religion, disability, or any other characteristic; and

WHEREAS, we understand that inclusion means creating a culture where all individuals feel respected, valued, and supported, and where their voices are heard and their contributions are recognized, and

WHEREAS, we affirm that belonging means fostering a sense of community and connection where individuals feel that they are an integral part of the group and that their unique identities are celebrated and appreciated.

NOW, THEREFORE WE, the Cumberland County Board of Commissioners, do hereby proclaim the month of April 2023 as Diversity Month in Cumberland County, North Carolina and commit to advancing Diversity, Equity, & Inclusion (DEI) in our workplaces, schools, and communities by:

- 1. Celebrating Diversity: We will recognize and appreciate the diversity of our communities and work to create inclusive spaces that celebrate different backgrounds, experiences and perspectives.*
- 2. Promoting Equity: We will work to eliminate systemic barriers that prevent equal opportunities for all individuals and strive to create a more just and equitable society.*
- 3. Fostering Inclusion: We will create a culture where all individuals feel valued, respected, and supported, and where their voices are heard, and their contributions recognized.*
- 4. Educating and Empowering: We will educate ourselves and others on DEI issues and work to empower individuals and communities to take action towards creating a more diverse, equitable, inclusive, and belonging society.*
We call upon all members of our workplaces, schools, and communities to join us in this commitment to DEI and to work towards a better future for all. Let us celebrate diversity, promote equity, foster inclusion, cultivate belonging, and create a more just and equitable society for everyone.

Approved this 17th day of April 2023.

*Dr. Toni Stewart, Chairwoman
Cumberland County Board of Commissioners*



MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF APRIL 17, 2023

TO: BOARD OF COUNTY COMMISSIONERS

FROM: JESSICA HULLENDER, FINANCE ACCOUNTANT II

DATE: 3/31/2023

SUBJECT: APPROVAL OF REJECTION OF REQUEST FOR PROPOSAL (RFP #23-21-DC DETENTION CENTER HEALTHCARE)

BACKGROUND

On March 23, 2023, the County received proposals in response to a formal request for proposal (RFP #23-21-DC Detention Center Healthcare). The RFP requested proposals for a qualified healthcare contractor to provide comprehensive medical and dental health services to persons in the custody of the Cumberland County Detention Center (CCDC). Only one proposal was submitted.

Purchasing recommends that all bids be rejected and the RFP be re-bid with revised specifications. This revision should allow for more responses and financially benefit the County.

RECOMMENDATION / PROPOSED ACTION

Finance and Purchasing staff recommend that the Board of Commissioners reject all bids for RFP #23-21-DC Detention Center Healthcare.



PLANNING AND INSPECTIONS DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF APRIL 17, 2023

TO: BOARD OF COUNTY COMMISSIONERS

FROM: RAWLS HOWARD, PLANNING & INSPECTIONS DIRECTOR

DATE: 2/9/2023

**SUBJECT: APPROVAL OF REQUEST FOR DESTRUCTION OF PLANNING AND
INSPECTIONS DEPARTMENT PAPER RECORDS**

BACKGROUND

Currently, the Planning and Inspections Department is migrating from paper file formats to digital format record retention and archiving as part of the County's larger "digital government" initiative. As part of this process, the vendor is securing all historic departmental paper files for off-site scanning and archiving. This includes all file folders, maps, data, and case information.

Once scanned, all files will be wholly duplicated and available in Lasefische in an identical form as the paper files. As such, the paper files will no longer be needed as the digital copies will be archived, backed up, and readily available. In addition, with the implementation of the ENERGOV system, all current records are being accepted and stored solely in digital format.

This action to dispose of the paper files will free up a considerable amount of space in the Historic Courthouse, ensure the content of the files are protected from any potential natural disaster impacts, and alleviate the need for offsite storage of files.

I request permission to authorize the vendor to destroy the paper files once the vendor has scanned all the files, staff has reviewed the digital format for quality control, and all pertinent paper files requested for return from the vendor have been received.

Paper records to be scanned and destroyed are as follows:

1. Rezoning files dated before January 1, 2017.
2. Subdivision and site plan staff review files
3. Street naming files

Paper records to be scanned and returned in paper format:

1. Any record required to be retained permanently or for the life of the structure.
2. Rezoning case files dated after January 1, 2017

3. Records, if any, related to any ongoing litigation.

RECOMMENDATION / PROPOSED ACTION

Staff recommends the Board of Commissioners approve the disposal of the stated paper records.



BUDGET DIVISION

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF APRIL 17, 2023

TO: BOARD OF COUNTY COMMISSIONERS

FROM: CLARENCE GRIER, COUNTY MANAGER

DATE: 4/11/2023

**SUBJECT: APPROVAL OF BUDGET ORDINANCE AMENDMENTS FOR THE
APRIL 17, 2023 BOARD OF COMMISSIONERS' AGENDA**

BACKGROUND

General Fund 101

1) Department of Social Services – Budget Ordinance Amendment B230147 to recognize federal funds in the amount of \$1,174,355 from the North Carolina Department of Health and Human Services, Division of Social Services

The Board is requested to accept and approve Budget Ordinance Amendment B230147 to recognize federal funds from the North Carolina Department of Health and Human Services, Division of Social Services in the amount of \$1,174,355. These funds will be used to assist eligible households with water bills through June 30, 2023.

Please note this amendment requires no additional county funds.

2) Public Safety Other – Budget Ordinance Amendment B230195 to appropriate fund balance in the amount of \$76,500 for Youth Detention Subsidies

The Board is requested to approve Budget Ordinance Amendment B230195 to appropriate fund balance in the amount of \$76,500 for Youth Detention Subsidies. The North Carolina Youth Detention Subsidy is based on the length of time a Judge remands a juvenile at their discretion. This amount includes projected expenses over the budgeted amount for the remainder of Fiscal Year 2023.

Please note this amendment requires appropriation of general fund balance.

Solid Waste Fund 625

3) Solid Waste – Budget Ordinance Amendment B231339 to appropriate solid waste fund balance in the amount of \$775,000

The Board is requested to approve Budget Ordinance Amendment B231339 to appropriate funds in the amount of \$775,000. These funds will be used for the continuation of the balefill pilot study program and maintenance and repairs of equipment.

Please note this amendment requires appropriation of solid waste fund balance.

Contingency Funds Report – General Fund 101

The County Manager approved the following use of contingency funds totaling \$9,598.

- Contingency funds of \$9,598 were used for furniture and equipment for the Soil Conservation District office.

Contingency Funds Report – Solid Waste Fund 625

The County Manager approved the following use of contingency funds totaling \$120,000.

- Contingency funds of \$120,000 were used for vehicle fuel at Ann Street landfill.

RECOMMENDATION / PROPOSED ACTION

Approve Budget Ordinance Amendments



GENERAL MANAGER FINANCIAL SERVICES

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF APRIL 17, 2023

TO: BOARD OF COUNTY COMMISSIONERS

FROM: VICKI EVANS, FINANCE DIRECTOR

DATE: 4/11/2023

SUBJECT: FISCAL YEAR 2023 CONTRACT FOR PROFESSIONAL AUDITING SERVICES

BACKGROUND

On February 21, 2022, the Board of Commissioners awarded the County's audit contract for fiscal years 2022, 2023 and 2024 to Cherry Bekaert LLP. Each fiscal year the audit contract requires approval by the Board of Commissioners. For fiscal year 2023, the total County contract cost is \$120,500 and the total cost for the Tourism Development Authority (TDA) is \$7,250. The contracted audit cost has increased above the 2022 proposed amounts (+\$5,500 County; +\$250 TDA), explained as follows by the Cherry Bekaert audit partner who was not willing to negotiate:

Cherry Bekaert has implemented minimum fee/rate per hour requirements for existing and new clients in response to the quickly changing market and personnel environment we find ourselves. In order to remain competitive in the marketplace and retain our professionals, we've had to increase professional staff salaries in an unprecedented manner. In addition, the recruiting environment is more competitive than I have ever seen it in my 20 years of practice. Furthermore, most every cost of running our practice has increased over the past year.

In an effort to better control the timeliness of issuing the report and provide a cost savings, finance staff are scheduled to begin working toward implementation of report writing software that will enable the county to internally produce all schedules of the annual report moving forward. This report writing function has been contracted to Cherry Bekaert LLP at \$20,000 per year in the past and is not included in the attached FY2023 audit contract. Consulting services has been added to the Primary Unit audit contract and totals \$5,000. This will allow finance staff the ability to consult with Cherry Bekaert staff regarding report writing issues that may arise during software implementation to be billed on an hourly basis (as needed). The Primary Unit contract also includes the single audit of nine major programs. If the count of major programs increases above nine, an additional \$5,000 surcharge per program through an amended contract would result.

In addition to Board of Commissioner approval of the contract and engagement letter, signatures are required of the Board of Commissioners' Chairperson, the Audit Committee Chairperson and the TDA Chairperson.

This item was presented during the April 11, 2023 Agenda Session meeting and was unanimously approved to be forwarded to the April 17, 2023 Board of Commissioners' meeting as a consent agenda item.

RECOMMENDATION / PROPOSED ACTION

Approval of the fiscal year 2023 Audit Contract and Engagement Letter with Cherry Bekaert LLP.

ATTACHMENTS:

Description	Type
FY2023 Audit Contract	Backup Material
FY2023 Audit Engagement Letter	Backup Material

The	Governing Board
of	Primary Government Unit
and	Discretely Presented Component Unit (DPCU) (if applicable)

Primary Government Unit, together with DPCU (if applicable), hereinafter referred to as Governmental Unit(s)

and	Auditor Name
	Auditor Address

Hereinafter referred to as Auditor

for	Fiscal Year Ending	Date Audit Will Be Submitted to LGC
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Must be within four months of FYE

hereby agree as follows:

1. The Auditor shall audit all statements and disclosures required by U.S. generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit(s). The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business- type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types). The basic financial statements shall include budgetary comparison information in a budgetary comparison statement, rather than as RSI, for the General Fund and any annually budgeted Special Revenue funds.

2. At a minimum, the Auditor shall conduct the audit and render the report in accordance with GAAS. The Auditor shall perform the audit in accordance with *Government Auditing Standards (GAGAS)* if the Governmental Unit expended \$100,000 or more in combined Federal and State financial assistance during the reporting period. The auditor shall perform a Single Audit if required by Title 2 US Code of Federal Regulations Part 200 *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F* (Uniform Guidance) or the State Single Audit Implementation Act. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit in accordance with the Uniform Guidance (§200.501), it is recommended that the Auditor and Governmental Unit(s) jointly agree, in advance of the execution of this contract, which party is responsible for submission of the audit and the accompanying data collection form to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512).

Effective for audits of fiscal years beginning after June 30, 2023, the LGC will allow auditors to consider whether a unit qualifies as a State low-risk auditee based upon federal criteria in the Uniform Guidance §200.520(a), and (b) through (e) as it applies to State awards. In addition to the federal criteria in the Uniform Guidance, audits must have been submitted timely to the LGC. If in the reporting year, or in either of the two previous years, the unit reported a Financial Performance Indicator of Concern that the audit was late, then

the report was not submitted timely for State low-risk auditee status. Please refer to "Discussion of Single Audits in North Carolina" on the LGC's website for more information.

If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board).

3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.

4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit, the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the LGC Staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.

5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2018 revision, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he/she has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of the most recent peer review report to the Governmental Unit(s) and the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon auditor's receipt of an updated peer review report. If the audit firm received a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to *Government Auditing Standards* or if financial statements are not prepared in accordance with U.S. generally accepted accounting principles (GAAP) and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment to this contract or in an amendment.

6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to LGC Staff within four months of fiscal year end. If it becomes necessary to amend the audit fee or the date that the audit report will be submitted to the LGC, an amended contract along with a written explanation of the change shall be submitted to the Secretary of the LGC for approval.

7. It is agreed that GAAS include a review of the Governmental Unit's (Units') systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his/her findings, together with his recommendations for improvement. That written report shall include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.

For GAAS or *Government Auditing Standards* audits, if an auditor issues an AU-C §260 report, commonly referred to as "Governance Letter," LGC staff does not require the report to be submitted unless the auditor cites significant findings or issues from the audit, as defined in AU-C §260.12 - .14. This would include issues such as difficulties encountered during the audit, significant or unusual transactions, uncorrected misstatements, matters that are difficult or contentious reviewed with those charged with governance, and other significant matters.

8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. Approval is also required for the Alternative Compliance Examination Engagement for auditing the Coronavirus State and Local Fiscal Recovery Funds expenditures as allowed by US Treasury. Approval is not required on audit contracts and invoices for system improvements and similar services of a non-auditing nature.
9. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. This also includes any progress billings [G.S. 159-34 and 115C-447]. All invoices for audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoice marked 'approved' with approval date shall be returned to the Auditor to present to the Governmental Unit(s) for payment. This paragraph is not applicable to contracts for audits of hospitals.
10. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC if required, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. This does not include fees for any pre-issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item 13).
11. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC Staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC Staff simultaneously with the Governmental Unit's (Units') audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.
12. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board upon completion.
13. If the audit firm is required by the NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit(s) shall not be billed for the pre-issuance review. The pre-issuance review shall be performed prior to the completed audit being submitted to LGC Staff. The pre-issuance review report shall accompany the audit report upon submission to LGC Staff.

14. The Auditor shall submit the report of audit in PDF format to LGC Staff. For audits of units other than hospitals, the audit report should be submitted when (or prior to) submitting the final invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the LGC by any interested parties. Any subsequent revisions to these reports shall be sent to the Secretary of the LGC. These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit(s) without requiring consent of the Auditor. If the LGC Staff determines that corrections need to be made to the Governmental Unit's (Units') financial statements and/or the compliance section, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC Staff.

15. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.

16. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing and pre-audited if the change includes a change in audit fee (pre-audit requirement does not apply to hospitals). This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC, the Governing Board, and the Auditor.

17. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and except for fees, work, and terms not related to audit services, shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 30 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.

18. Special provisions should be limited. Please list any special provisions in an attachment.

19. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the primary government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and finance officer also shall be included on this contract.

20. The contract shall be executed, pre-audited (pre-audit requirement does not apply to hospitals), and physically signed by all parties including Governmental Unit(s) and the Auditor, then submitted in PDF format to the Secretary of the LGC.

21. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.

22. Retention of Client Records: Auditors are subject to the NC State Board of CPA Examiners' Retention of Client Records Rule 21 NCAC 08N .0305 as it relates to the provision of audit and other attest services, as well as non-attest services. Clients and former clients should be familiar with the requirements of this rule prior to requesting the return of records.

23. This contract may be terminated at any time by mutual consent and agreement of the Governmental Unit(s) and the Auditor, provided that (a) the consent to terminate is in writing and signed by both parties, (b) the parties have agreed on the fee amount which shall be paid to the Auditor (if applicable), and (c) no termination shall be effective until approved in writing by the Secretary of the LGC.

24. The Governmental Unit's (Units') failure or forbearance to enforce, or waiver of, any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

25. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.

26. E-Verify. Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.

27. **Applicable to audits with fiscal year ends of June 30, 2020 and later.** For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and *Government Auditing Standards, 2018 Revision* (as applicable). Financial statement preparation assistance shall be deemed a "significant threat" requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. If the Auditor cannot reduce the threats to an acceptable level, the Auditor cannot complete the audit. If the Auditor is able to reduce the threats to an acceptable level, the documentation of this determination, including the safeguards applied, must be included in the audit workpapers.

All non-attest service(s) being performed by the Auditor that are necessary to perform the audit must be identified and included in this contract. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the services and accept responsibility for the results of the services performed. If the Auditor is able to identify an individual with the appropriate SKE, s/he must document and include in the audit workpapers how he/she reached that conclusion. If the Auditor determines that an individual with the appropriate SKE cannot be identified, the Auditor cannot perform both the non-attest service(s) and the audit. See "Fees for Audit Services" page of this contract to disclose the person identified as having the appropriate SKE for the Governmental Unit.

28. **Applicable to audits with fiscal year ends of June 30, 2021 and later.** The auditor shall present the audited financial statements including any compliance reports to the government unit's governing body or audit committee in an official meeting in open session as soon as the audited financial statements are available but not later than 45 days after the submission of the audit report to the Secretary. The auditor's presentation to the government unit's governing body or audit committee shall include:

- a) the description of each finding, including all material weaknesses and significant deficiencies, as found by the auditor, and any other issues related to the internal controls or fiscal health of the government unit as disclosed in the management letter, the Single Audit or Yellow Book reports, or any other communications from the auditor regarding internal controls as required by current auditing standards set by the Accounting Standards Board or its successor;
- b) the status of the prior year audit findings;
- c) the values of Financial Performance Indicators based on information presented in the audited financial statements; and
- d) notification to the governing body that the governing body shall develop a "Response to the Auditor's Findings, Recommendations, and Fiscal Matters," if required under 20 NCAC 03 .0508.

29. Information based on the audited financial statements shall be submitted to the Secretary for the purpose of identifying Financial Performance Indicators and Financial Performance Indicators of Concern. See 20 NCAC 03 .0502(c)(6).

30. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Item 17 for clarification).

31. The process for submitting contracts, audit reports and invoices is subject to change. Auditors and units should use the submission process and instructions in effect at the time of submission. Refer to the N.C. Department of State Treasurer website at <https://www.nctreasurer.com/state-and-local-government-finance-division/local-government-commission/submitting-your-audit>

32. All communications regarding audit contract requests for modification or official approvals will be sent to the email addresses provided on the signature pages that follow.

33. Modifications to the language and terms contained in this contract form (LGC-205) are not allowed.

FEES FOR AUDIT SERVICES

1. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct (as applicable) and *Government Auditing Standards, 2018 Revision*. Refer to Item 27 of this contract for specific requirements. The following information must be provided by the Auditor; contracts presented to the LGC without this information will be not be approved.

Financial statements were prepared by: ☐ Auditor ☐ Governmental Unit ☐ Third Party

If applicable: Individual at Governmental Unit designated to have the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the non-attest services and accept responsibility for the results of these services:

Name:

Title and Unit / Company:

Email Address:

OR Not Applicable (Identification of SKE Individual on the LGC-205 Contract is not applicable for GAAS-only audits or audits with FYEs prior to June 30, 2020.)

2. Fees may not be included in this contract for work performed on Annual Financial Information Reports (AFIRs), Form 990s, or other services not associated with audit fees and costs. Such fees may be included in the engagement letter but may not be included in this contract or in any invoices requiring approval of the LGC. See Items 8 and 13 for details on other allowable and excluded fees.

3. The audit fee information included in the table below for both the Primary Government Fees and the DPCU Fees (if applicable) should be reported as a specific dollar amount of audit fees for the year under this contract. If any language other than an amount is included here, the contract will be returned to the audit form for correction.

4. Prior to the submission of the completed audited financial report and applicable compliance reports subject to this contract, or to an amendment to this contract (if required) the Auditor may submit interim invoices for approval for services rendered under this contract to the Secretary of the LGC, not to exceed 75% of the billings for the unit's last annual audit that was submitted to the Secretary of the LGC. All invoices for services rendered in an audit engagement as defined in 20 NCAC .0503 shall be submitted to the Commission for approval before any payment is made. Payment before approval is a violation of law. (This paragraph not applicable to contracts and invoices associated with audits of hospitals).

PRIMARY GOVERNMENT FEES

Primary Government Unit	
Audit Fee	\$
Additional Fees Not Included in Audit Fee:	
Fee per Major Program	\$
Writing Financial Statements	\$
All Other Non-Attest Services	\$

DPCU FEES (if applicable)

Discretely Presented Component Unit	
Audit Fee	\$
Additional Fees Not Included in Audit Fee:	
Fee per Major Program	\$
Writing Financial Statements	\$
All Other Non-Attest Services	\$

SIGNATURE PAGE**AUDIT FIRM**

Audit Firm*	
Authorized Firm Representative (typed or printed)*	Signature* <i>April Adams</i>
Date*	Email Address*

GOVERNMENTAL UNIT

Governmental Unit*	
Date Primary Government Unit Governing Board Approved Audit Contract* (G.S.159-34(a) or G.S.115C-447(a))	
Mayor/Chairperson (typed or printed)*	Signature*
Date	Email Address

Chair of Audit Committee (typed or printed, or "NA")	Signature
Date	Email Address

GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1).
Not applicable to hospital contracts.

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

Primary Governmental Unit Finance Officer* (typed or printed)	Signature*
Date of Pre-Audit Certificate*	Email Address*

SIGNATURE PAGE – DPCU
(complete only if applicable)

DISCRETELY PRESENTED COMPONENT UNIT

DPCU*	
Date DPCU Governing Board Approved Audit Contract* (Ref: G.S. 159-34(a) or G.S. 115C-447(a))	
DPCU Chairperson (typed or printed)*	Signature*
Date*	Email Address*

Chair of Audit Committee (typed or printed, or "NA")	Signature
Date	Email Address

DPCU – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1).
 Not applicable to hospital contracts.

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

DPCU Finance Officer (typed or printed)*	Signature*
Date of Pre-Audit Certificate*	Email Address*

Remember to print this form, and obtain all
 required signatures prior to submission.

March 31, 2023

Ms. Vicki Evans, General Manager of Financial Services
County of Cumberland, North Carolina and Cumberland County Tourism Development Authority
Post Office Drawer 1829
Fayetteville, North Carolina 28302

Dear Ms. Evans:

This engagement letter between County of Cumberland, North Carolina and Cumberland County Tourism Development Authority (hereafter referred to as the “County and the TDA” or “you” or “your” or “management”) and Cherry Bekaert LLP (the “Firm” or “Cherry Bekaert” or “we” or “us” or “our”) sets forth the nature and scope of the services we will provide, the County and the TDA’s required involvement and assistance in support of our services, the related fee arrangements, and other Terms and Conditions, which are attached hereto and incorporated by reference, designed to facilitate the performance of our professional services and to achieve the mutually agreed-upon objectives of the County and the TDA.

Summary of services

We will provide the following services to the County and the TDA as of and for the year ended June 30, 2023:

Audit and attestation services

1. We will audit the basic financial statements of the County and the TDA as of and for the year ended June 30, 2023 including the governmental activities, the business type activities, the Eastover Sanitary District, the Cumberland County Tourism Development Authority, each major fund and the aggregate remaining fund information, including the disclosures. We will not audit the Cumberland County ABC Board. We will refer to the component auditor in our audit opinion.
2. We will audit the schedule of expenditures of federal and State awards. As part of our engagement we will apply certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*; the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* in Title 2 U.S. Code of Federal Regulations (CFR) Part 200 (“Uniform Guidance”); and the State Single Audit Implementation Act.

3. We will audit the supplementary information. As part of our engagement, we will apply certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America.
4. We will apply limited procedures to the required supplementary information (e.g., pension plan information or County and the TDA's management's discussion and analysis (MD&A)), which will consist of inquiries of County and the TDA's management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the financial statements.

Nonattest accounting and other services

We will provide the following additional services:

1. Complete the appropriate sections of and sign the Data Collection Form.

Your expectations

Our services plan, which includes our audit plan, is designed to provide a foundation for an effective, efficient, and quality-focused approach to accomplish the engagement objectives and meet or exceed the County and the TDA's expectations. Our services plan will be reviewed with you periodically and will serve as a benchmark against which you will be able to measure our performance. Any additional services that you may request, and that we agree to provide, will be the subject of separate written arrangements.

The County and the TDA recognizes that our professional standards require that we be independent from the County and the TDA in our audit of the County and the TDA's financial statements and our accompanying report in order to ensure that our objectivity and professional skepticism have not been compromised. As a result, we cannot enter into a fiduciary relationship with the County and the TDA and the County and the TDA should not expect that we will act only with due regard to the County and the TDA's interest in the performance of this audit, and the County and the TDA should not impose on us special confidence that we will conduct this audit with only the County and the TDA's interest in mind. Because of our obligation to be independent of the County and the TDA, no fiduciary relationship will be created by this engagement or audit of the County and the TDA's financial statements.

The engagement will be led by April Adams, who will be responsible for assuring the overall quality, value, and timeliness of the services provided to you.

Audit and attestation services

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the provisions of Uniform Guidance; the Single Audit Act Amendments of 1996; State Single Audit Implementation Act and OMB *Guidance for Grants and Agreements* (2 CFR 200) and the State Single Audit Implementation Act. The objective of our audit is to obtain reasonable assurance about whether the County and the TDA's basic financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinion(s) about whether the County and the TDA's basic financial

statements are presented fairly, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the additional information referred to in the Summary of Services section when considered in relation to the basic financial statements taken as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements in conformity with the basis of accounting noted above. The objective also includes reporting on:

- Internal control over financial reporting and compliance with the provisions of applicable laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and *Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* ("Uniform Guidance") and the State Single Audit Implementation Act

Auditor's responsibilities for the audit of the financial statements

We will conduct our audit in accordance with GAAS and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of accounting records, a determination of major programs in accordance with Uniform Guidance and the State Single Audit Implementation Act, and other procedures as deemed necessary to enable us to express such an opinion or opinions about whether the financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America ("GAAP"). We will also:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Obtain an understanding of the County and the TDA and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risk, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion(s). The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstance, but not for the purpose of expressing an opinion on the effectiveness of the County and the TDA's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the County and the TDA's ability to continue as a going concern for a reasonable period of time.

Nonattest accounting and other services

In connection with any of the audit, accounting, or other services noted below, we will provide a copy of all schedules or other support for you to maintain as part of your books and records supporting your basic financial statements. You agree to take responsibility for all documents provided by Cherry Bekaert and will retain copies based on your needs and document retention policies. By providing these documents to you, you confirm that Cherry Bekaert is not responsible for hosting your records or maintaining custody of your records or data and that Cherry Bekaert is not providing business continuity or disaster recovery services. You confirm you are responsible for maintaining internal controls over your books and records including business continuity and disaster recovery alternatives. In addition, any documents provided to Cherry Bekaert by the County and the TDA in connection with these services will be considered to be copies and will not be retained by Cherry Bekaert after completion of the accounting and other services. You are expected to retain anything you upload to a Cherry Bekaert portal and are responsible for downloading and retaining anything we upload in a timely manner. Portals are only meant as a method of transferring data, are not intended for the storage of client information, and may be deleted at any time. You are expected to maintain control over your accounting systems to include the licensing of applications and the hosting of said applications and data. We do not provide electronic security or back-up services for any of your data or records. Giving us access to your accounting system does not make us hosts of information contained within.

The accounting and other services described in this section are nonaudit services, which do not constitute audit services under *Government Auditing Standards*, and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming County and the TDA's management responsibilities.

In conjunction with providing these accounting and other services, we may use third party software or templates created by Cherry Bekaert for use on third party software. Management expressly agrees that the County and the TDA has obtained no rights to use such software or templates and that Cherry Bekaert's use of the County and the TDA's data in those applications is not deemed to be hosting, maintaining custody, providing business continuity, or disaster recovery services.

Accounting services

We will advise County and the TDA's management about the application of appropriate accounting principles, and may propose adjusting journal entries to the County and the TDA's financial statements. The County and the TDA's management is responsible for reviewing the entries and understanding the nature of any proposed entries and the impact they have on the County and the TDA's financial statements. If, while reviewing the journal entries, the County and the TDA's management determines that a journal entry is inappropriate, it will be the County and the TDA's management's responsibility to contact us to correct it.

Data collection form

We will complete the appropriate sections of and sign the Data Collection Form that summarizes our audit findings. We will provide copies of our reports to the County and the TDA; however, it is the County and the TDA's management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal and State awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the designated federal audit clearinghouse and, if appropriate, to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period.

County and the TDA's management responsibilities related to accounting and other services

For all nonattest services we perform in connection with the engagement, you are responsible for designating a competent employee to oversee the services, make any management decisions, perform any management functions related to the services, evaluate the adequacy of the services, retain relevant copies supporting your books and records, and accept overall responsibility for the results of the services.

Prior to the release of the report, the County and the TDA's management will need to sign a representation letter acknowledging its responsibility for the results of these services, and acknowledging receipt of all appropriate copies.

County and the TDA's management responsibilities related to the audit

The County and the TDA's management is responsible for (1) designing, implementing, and maintaining internal controls, including internal controls over federal and State awards, and for evaluating and monitoring ongoing activities, relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that the County and the TDA's management and financial information is reliable and properly reported. The County and the TDA's management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal and State awards and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws

and regulations (including federal and State statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationship in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

The County and the TDA's management is responsible for making all financial records and related information available to us, including additional information that is requested for purposes of the audit (including information from outside of the general and subsidiary ledgers), and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which it is aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance and the State Single Audit Implementation Act, (3) additional information that we may request for the purpose of the audit and (4) unrestricted access to persons within the County and the TDA from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the County and the TDA involving (1) the County and the TDA's management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the County and the TDA received in communications from employees, former employees, grantors, regulators, or other. In addition, you are responsible for identifying and ensuring that the County and the TDA complies with applicable laws, regulations contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, or grant agreements that we report. Additionally, as required by the Uniform Guidance and the State Single Audit Implementation Act, it is the County and the TDA's management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal and State awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

The County and the TDA's management is responsible for identifying all federal and State awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal and State awards (including notes and noncash assistance received, and COVID-19 related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance and the State Single Audit Implementation Act. You agree to include our report on the schedule of expenditures of federal and State awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal and State awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal and State awards that includes our report thereon OR make the audited financial statements readily available to intended users of the schedule of expenditures of federal and State

awards no later than the date the schedule of expenditures of federal and State awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal and State awards in accordance with the Uniform Guidance and the State Single Audit Implementation Act, (2) you believe the schedule of expenditures of federal and State awards, including its form and content, is stated fairly in accordance with the Uniform Guidance and the State Single Audit Implementation Act, (3) the methods of measurement or presentation have not changed from those used in the prior period or, if they have changed, the reasons for such changes), and (4) the County and the TDA has disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal and State awards.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP, (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP, (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes), and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

The County and the TDA's management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. The County and the TDA's management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the *Audit and attestation services* section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing County and the TDA's management views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

The County and the TDA's management agrees to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal and State awards and disclosures, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal and State awards, and disclosures, and that you have reviewed and approved the financial statements, schedule of expenditures of federal and State awards, and disclosures prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Reporting

Our report will be addressed to Board of Commissioners of the County and the TDA. Circumstances may arise in which our report may differ from its expected form and content based on the result of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs to our auditor's report, or if necessary, withdraw from this engagement. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express opinions or issue reports, or may withdraw from this engagement.

We will also issue written reports upon completion of our Single Audit. The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the result of that testing, and not to provide an opinion on the effectiveness of the County and the TDA's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Management representations

The Firm will rely on the County and the TDA's management providing the above noted representations to us, both in the planning and performance of the audit, and in considering the fees that we will charge to perform the audit.

Fees

The estimated fees contemplate only the services described in the Summary of Services section of this letter. You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you concerning the scope of the additional services and the estimated fees which will be at our discounted billing rates noted in the table below. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

Bill Rates

Skill Level	Standard Bill Rate	Discounted Bill Rate
Partner	\$ 385	\$ 270
Director	\$ 350	\$ 245
Senior Manager	\$ 340	\$ 235
Manager	\$ 265	\$ 185
Senior Accountant	\$ 220	\$ 155
Staff Accountant	\$ 165	\$ 115
Intern	\$ 100	\$ 70
Paraprofessional	\$ 165	\$ 115
Audit Service Center	\$ 100	\$ 70
Administrative	\$ 150	\$ 105

The following summarizes the estimated range of fees for the services described above:

Description of services

Estimated fee

Audit services

Audit of the financial statements - County

\$115,500*

Accounting services

Report writing consulting – as needed

5,000

Completion of Data Collection Form

Included above

Total

\$120,500

Audit services

Audit of the financial statements - TDA

\$ 7,250

*This fee assumes that major grant compliance work to be performed in accordance with Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* ("Uniform Guidance") and the State Single Audit Implementation Act will remain at a similar level to prior years. The major programs differ in size, complexity, and the number of required compliance elements to be completed in accordance with Uniform Guidance and the State Single Audit Implementation Act. Our existing fee assumes that we will be auditing **nine** single audit programs. If there are more than **nine** single audit programs required to be audited as major programs (including DSS Crosscutting), the fee above will be adjusted by \$5,000 per program.

The fees will be billed periodically. Invoices are due on presentation. A service charge will be added to past due accounts equal to 1½% per month (18% annually) on the previous month's balance less payments received during the month, with a minimum charge of \$2.00 per month.

If the foregoing is in accordance with your understanding, please sign a copy of this letter in the space provided and return it to us. No change, modification, addition, or amendment to this letter shall be valid unless in writing and signed by all parties. The parties agree that this letter may be electronically signed and that the electronic signatures will be deemed to have the same force and effect as handwritten signatures.

If you have any questions, please call April Adams at (919) 782-1040.

Sincerely,

CHERRY BEKAERT LLP



ATTACHMENT – Engagement Letter Terms and Conditions

**COUNTY OF CUMBERLAND, NORTH CAROLINA AND CUMBERLAND COUNTY TOURISM
DEVELOPMENT AUTHORITY**

ACCEPTED BY: _____

TITLE: _____ DATE: _____

Cherry Bekaert LLP

Engagement Letter Terms and Conditions

The following terms and conditions are an integral part of the attached engagement letter and should be read in their entirety in conjunction with your review of the letter.

Limitations of the audit report

Should the County and the TDA wish to include or incorporate by reference these financial statements and our report thereon into *any* other document at some future date, we will consider granting permission to include our report into another such document at the time of the request. However, we may be required by generally accepted auditing standards ("GAAS") to perform certain procedures before we can give our permission to include our report in another document such as an annual report, private placement, regulator filing, official statement, offering of debt securities, etc. You agree that the County and the TDA will not include or incorporate by reference these financial statements and our report thereon, or our report into any other document without our prior written permission. In addition, to avoid unnecessary delay or misunderstandings, it is important to provide us with timely notice of your intention to issue any such document.

Limitations of the audit process

In conducting the audit, we will perform tests of the accounting records and such other procedures as we consider necessary in the circumstances to provide a reasonable basis for our opinion on the financial statements. We also will assess the accounting principles used and significant estimates made by the County and the TDA's management, as well as evaluate the overall financial statement presentation.

Our audit will include procedures designed to obtain reasonable assurance of detecting misstatements due to errors or fraud that are material to the financial statements. Absolute assurance is not attainable because of the nature of audit evidence and the characteristics of fraud. For example, audits performed in accordance with GAAS are based on the concept of selective testing of the data being examined and are, therefore, subject to the limitation that material misstatements due to errors or fraud, if they exist, may not be detected. Also, an audit is not designed to detect matters that are immaterial to the financial statements. In addition, an audit conducted in accordance with GAAS does not include procedures specifically designed to detect illegal acts having an indirect effect (e.g., violations of fraud and abuse statutes that result in fines or penalties being imposed on the County and the TDA) on the financial statements.

Similarly, in performing our audit we will be aware of the possibility that illegal acts may have occurred. However, it should be recognized that our audit provides no assurance that illegal acts generally will be detected, and only reasonable assurance that illegal acts having a direct and material effect on the determination of financial statement amounts will be detected. We will inform you with respect to errors and fraud, or illegal acts that come to our attention during the course of our audit unless clearly inconsequential. In the event that we have to consult with the County and the TDA's counsel or counsel of our choosing regarding any illegal acts we identify, additional fees incurred may be billed to the County and the TDA. You agree that the County and the TDA will cooperate fully with any procedures we deem necessary to perform with respect to these matters.

We will issue a written report upon completion of our audit of the County and the TDA's financial statements. If, for any reason, we are unable to complete the audit, or are unable to form, or have not formed an opinion on the financial statements, we may decline to express

an opinion or decline to issue a report as a result of the engagement. We will notify the appropriate party within your organization of our decision and discuss the reasons supporting our position.

Audit procedures – general

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve professional judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by the County and the TDA's management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the County and the TDA or to acts by the County and the TDA's management or employees acting on behalf of the County and the TDA. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits, nor do they expect auditors to provide reasonable assurance of detecting waste and abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of the County and the TDA's management of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditor is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, funding sources, creditors and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal and State awards; federal and State award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit procedures – internal controls

Our audit will include obtaining an understanding of the County and the TDA and its environment, including internal controls relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinion(s). The risk of not detecting

a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control, including cybersecurity, and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance and the State Single Audit Implementation Act, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal and State award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance and the State Single Audit Implementation Act.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to the County and the TDA's management and those charged with governance internal control related matters that are required to be communicated under American Institute of Certified Public Accountants ("AICPA") professional standards, *Government Auditing Standards*, the Uniform Guidance and the State Single Audit Implementation Act.

Audit procedures - compliance

As part of obtaining reasonable assurance about whether the basic financial statements are free of material misstatement, we will perform tests of the County and the TDA's compliance with provisions of applicable laws and regulations, contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance and the State Single Audit Implementation Act require that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal and State statutes, regulations, and the terms and conditions of federal and State awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the County and the TDA's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the County and the TDA's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance and the State Single Audit Implementation Act.

Nonattest services (if applicable)

All nonattest services to be provided in the attached engagement letter (if applicable) shall be provided pursuant to the AICPA Code of Professional Conduct. The AICPA Code of Professional Conduct requires that we establish objectives of the engagement and the services to be performed, which are described under nonattest services in the attached letter.

You agree that the County and the TDA's designated individual will assume all the County and the TDA's management responsibilities for the nonattest services we provide; oversee the services by designating an individual, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them. In order to ensure we provide such services in compliance with all professional standards, the designated individual is responsible for:

- Making all financial records and related information available to us
- Ensuring that all material information is disclosed to us
- Granting unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence
- Identifying and ensuring that such nonattest complies with the laws and regulations

The accuracy and appropriateness of such nonattest services shall be limited by the accuracy and sufficiency of the information provided by the County and the TDA's designated individual. In the course of providing such nonattest services, we may provide professional advice and guidance based on knowledge of accounting, tax and other compliance, and of the facts and circumstances as provided by the County and the TDA's designated individual. Such advice and guidance shall be limited as permitted under the AICPA Code of Professional Conduct.

Communications

At the conclusion of the audit engagement, we may provide the County and the TDA's management and those charged with governance a letter stating any significant deficiencies or material weaknesses which may have been identified by us during the audit and our recommendations designed to help the County and the TDA make improvements in its internal control structure and operations related to the identified matters discovered in the financial statement audit. As part of this engagement, we will ensure that certain additional matters are communicated to the appropriate members of the County and the TDA. Such matters include (1) our responsibilities under GAAS, (2) the initial selection of and changes in significant accounting policies and their application, (3) our independence with respect to the County and the TDA, (4) the process used by County and the TDA's management in formulating particularly sensitive accounting estimates and the basis for our conclusion regarding the reasonableness of those estimates, (5) audit adjustments, if any, that could, in our judgment, either individually or in the aggregate be significant to the financial statements or our report, (6) any disagreements with the County and the TDA's management concerning a financial accounting, reporting, or auditing matter that could be significant to the financial statements, (7) our views about matters that were the subject of the County and the TDA's management's consultation with other accountants about auditing and accounting matters, (8) major issues that were discussed with the County and the TDA's management in connection with the retention of our services, including, among other matters, any discussions regarding the application of accounting principles and auditing standards, and (9) serious difficulties that we encountered in dealing with the County and the TDA's management related to the performance of the audit.

Other matters

Access to working papers

The working papers and related documentation for the engagement are the property of the Firm and constitute confidential information. We have a responsibility to retain the documentation for a period of time to satisfy legal or regulatory requirements for records retention. It is our policy to retain all workpapers and client information for seven years from the date of issuance of the report. It is our policy to retain emails and attachments to emails for a period of 12 months, except as required by any governmental regulation. Except as discussed below, any requests for access to our working papers will be discussed with you prior to making them available to requesting parties. Any parties seeking voluntary access to our working papers must agree to sign our standard access letter.

We may be requested to make certain documentation available to regulators, governmental agencies (e.g., SEC, PCAOB, HUD, DOL, etc.), or their representatives ("Regulators") pursuant to law or regulations. If requested, access to the documentation will be provided to the Regulators. The Regulators may intend to distribute to others, including other governmental agencies, our working papers and related documentation without our knowledge or express permission. You hereby acknowledge and authorize us to allow Regulators access to and copies of documentation as requested. In addition, our Firm, as well as all other major accounting firms, participates in a "peer review" program covering our audit and accounting practices as required by the AICPA. This program requires that once every three years we subject our quality assurance practices to an examination by another accounting firm. As part of the process, the other firm will review a sample of our work. It is possible that the work we perform for the County and the TDA may be selected by the other firm for their review. If it is, they are bound by professional standards to keep all information confidential. If you object to having the work we do for you reviewed by our peer reviewer, please notify us in writing.

Electronic transmittals

During the course of our engagement, we may need to electronically transmit confidential information to each other, within the Firm, and to other entities engaged by either party. Although email is an efficient way to communicate, it is not always a secure means of communication and thus, confidentiality may be compromised. As an alternative, we recommend using our Client Portal ("Portal") to transmit documents. Portal allows the County and the TDA, us, and other involved entities to upload and download documents in a secure location. You agree to the use of email, Portal, and other electronic methods to transmit and receive information, including confidential information, between the Firm, the County and the TDA, and other third party providers utilized by either party in connection with the engagement.

Use of third party providers and alternative practice structure

Cherry Bekaert LLP and Cherry Bekaert Advisory LLC (an associated, but not affiliated entity) are parties to an administrative services agreement ("ASA"). Cherry Bekaert LLP and Cherry Bekaert Advisory LLC are operating in an arrangement commonly described as an "alternative practice structure". Pursuant to the ASA, Cherry Bekaert LLP leases professional and administrative staff, both of which are employed by Cherry Bekaert Advisory LLC, to support Cherry Bekaert LLP's performance under this engagement letter. As a result, Cherry Bekaert LLP will share your confidential information with Cherry Bekaert Advisory LLC so that the leased employees are able to support Cherry Bekaert LLP's performance under this

engagement letter. These leased employees are under the direct control and supervision of Cherry Bekaert LLP, which is solely responsible for the professional performance of the services under this engagement letter. The leased employees are subject to the standards governing the accounting profession, including the requirement to maintain the confidentiality of client information, and Cherry Bekaert LLP and Cherry Bekaert Advisory LLC have contractual agreements requiring confidential treatment of all client information.

To the extent Cherry Bekaert Advisory LLC will provide tax, advisory, and/or consulting services to you, Cherry Bekaert LLP will provide Cherry Bekaert Advisory LLC with access to your accounting, financial, and other records that Cherry Bekaert LLP maintains to enable Cherry Bekaert Advisory LLC to provide those services to you.

In addition to the structure noted above, in the normal course of business, we may on occasion use the services of an independent contractor or a temporary or loaned employee, all of whom may be considered a third party service provider. On these occasions, we remain responsible for the adequate oversight of all services performed by the third party service provider and for ensuring that all services are performed with professional competence and due professional care. We will adequately plan and supervise the services provided by the third party service provider; obtain sufficient relevant data to support the work product; and review compliance with technical standards applicable to the professional services rendered. We will enter into a contractual agreement with the third party service provider to maintain the confidentiality of information and be reasonably assured that the third party service provider has appropriate procedures in place to prevent the unauthorized release of confidential information to others.

Subpoenas

In the event we are requested or authorized by the County and the TDA, or required by government regulation, subpoena, or other legal process to produce our working papers or our personnel as witnesses with respect to our engagement for the County and the TDA, the County and the TDA will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expense, as well as the fees and expenses of our counsel, incurred in responding to such a request at standard billing rates.

Dispute resolution provision

This Dispute Resolution Provision sets forth the dispute resolution process and procedures applicable to any dispute or claim arising out of or relating to this engagement letter or the services provided hereunder, or any other audit or attest services provided by or on behalf of the Firm or any of its subcontractors or agents to the County and the TDA or at its request ("Disputes"), and shall apply to the fullest extent of the law, whether in contract, statute, tort (such as negligence), or otherwise.

Mediation

All Disputes shall be first submitted to nonbinding confidential mediation by written notice to the parties, and shall be treated as compromise and settlement negotiations under the standards set forth in the Federal Rules of Evidence and all applicable state counterparts, together with any applicable statutes protecting the confidentiality of mediations or settlement discussions. If the parties cannot agree on a mediator, the International Institute for Conflict Prevention and Resolution ("CPR"), at the written request of a party, shall designate a mediator.

Arbitration procedures

If a Dispute has not been resolved within 90 days after the effective date of the written notice beginning the mediation process (or such longer period, if the parties so agree in writing), the mediation shall terminate and the Dispute shall be settled by binding arbitration to be held at a mutually agreeable location. The arbitration shall be conducted in accordance with the CPR Rules for Non-Administered Arbitration that are in effect at the time of the commencement of the arbitration, except to the extent modified by this Dispute Resolution Provision (the "Rules"). The arbitration shall be conducted before a panel of three arbitrators. Each of the County and the TDA and the Firm shall designate one arbitrator in accordance with the "screened" appointment procedure provided in the Rules, and the two party-designated arbitrators shall jointly select the third in accordance with the Rules. No arbitrator may serve on the panel unless he or she has agreed in writing to enforce the terms of the engagement letter and to abide by the terms of the Rules. Except with respect to the interpretation and enforcement of these arbitration procedures (which shall be governed by the Federal Arbitration Act), the arbitrators shall apply the laws of the Commonwealth of Virginia (without giving effect to its choice of law principles) in connection with the Dispute. The arbitrators may render a summary disposition relative to all or some of the issues, provided that the responding party has had an adequate opportunity to respond to any such application for such disposition. Any discovery shall be conducted in accordance with the Rules. The result of the arbitration shall be binding on the parties, and judgment on the arbitration award may be entered in any court having jurisdiction.

Costs

Each party shall bear its own costs in both the mediation and the arbitration; however, the parties shall share the fees and expenses of both the mediators and the arbitrators equally.

Waiver of trial by jury

In the event the parties are unable to successfully arbitrate any dispute, controversy, or claim, the parties agree to WAIVE TRIAL BY JURY and agree that the court will hear any matter without a jury.

Independent contractor

Each party is an independent contractor with respect to the other and shall not be construed as having a trustee, joint venture, agency, or fiduciary relationship.

No third party beneficiaries

The parties do not intend to benefit any third party by entering into this agreement, and nothing contained in this agreement confers any right or benefit upon any person or entity who or which is not a signatory of this agreement.

Statute of limitations

The County and the TDA agrees not to bring any claims against any partner or employee of the Firm in any form for any reason. The County and the TDA and the Firm agree that any suit arising out of or related to the services contemplated by this engagement letter must be filed within one year after the cause of action arises. The cause of action arises upon the earlier of (i) delivery of the final work product for which the firm has been engaged, (ii) where applicable, filing of the final work product for which the firm has been engaged, or (iii) the date which the services contemplated under this engagement letter are terminated by either party.

Terms and conditions supporting fees

The estimated fees set forth in the attached engagement letter are based on anticipated full cooperation from the County and the TDA's personnel, timely delivery of requested audit schedules and supporting information, timely communication of all significant accounting and financial reporting matters, the assumption that unexpected circumstances will not be encountered during the audit, as well as working space and clerical assistance as mutually agreed upon and as is normal and reasonable in the circumstances. We strive to ensure that we have the right professionals scheduled on each engagement. As a result, sudden County and the TDA requested scheduling changes or scheduling changes necessitated by the agreed information not being ready on the agreed-upon dates can result in expensive downtime for our professionals. Any last minute schedule changes that result in downtime for our professionals could result in additional fees. Our estimated fees do not include assistance in bookkeeping or other accounting services not previously described. If, for any reason, the County and the TDA is unable to provide such schedules, information, and assistance, the Firm and the County and the TDA will mutually revise the fee to reflect additional services, if any, required of us to achieve these objectives.

The estimated fees contemplate that the County and the TDA will provide adequate documentation of its systems and controls related to significant transaction cycles and audit areas.

In providing our services, we will consult with the County and the TDA with respect to matters of accounting, financial reporting, or other significant business issues as permitted by professional standards. Accordingly, time necessary to affect a reasonable amount of such consultation is reflected in our fees. However, should a matter require research, consultation, or audit work beyond that amount, the Firm and the County and the TDA will agree to an appropriate revision in our fee.

The estimated fees are based on auditing and accounting standards effective as of the date of this engagement letter and known to apply to the County and the TDA at this time. Unless otherwise indicated, estimated fees do not include any time related to the application of new auditing or accounting standards that impact the County and the TDA for the first time. If new auditing or accounting standards are issued subsequent to the date of this letter and are effective for the period under audit, we will estimate the impact of any such standard on the nature, timing, and extent of our planned audit procedures and will communicate with the County and the TDA concerning the scope of the additional procedures and the estimated fees.

The County and the TDA agrees to pay all costs of collection (including reasonable attorneys' fees) that the Firm may incur in connection with the collection of unpaid invoices. In the event of nonpayment of any invoice rendered by us, we retain the right to (a) suspend the performance of our services, (b) change the payment conditions under this engagement letter, or (c) terminate our services. If we elect to suspend our services, such services will not be resumed until your account is paid. If we elect to terminate our services for nonpayment, the County and the TDA will be obligated to compensate us for all time expended and reimburse us for all expenses through the date of termination.

This engagement letter sets forth the entire understanding between the County and the TDA and the Firm regarding the services described herein and supersedes any previous proposals, correspondence, and understandings whether written or oral. Any subsequent changes to the terms of this letter, other than additional billings, will be rendered in writing and shall be executed by both parties. Should any portion of this engagement letter be ruled invalid, it is agreed that such invalidity will not affect any of the remaining portions.



PLANNING AND INSPECTIONS DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF APRIL 17, 2023

TO: BOARD OF COUNTY COMMISSIONERS

FROM: HANK GRAHAM, FAMPO EXECUTIVE DIRECTOR

DATE: 3/30/2023

SUBJECT: FAMPO COMPREHENSIVE TRANSPORTATION PLAN (CTP)

BACKGROUND

The Fayetteville Area Metropolitan Planning Organization (FAMPO)/Cumberland County Comprehensive Transportation Plan is a multimodal transportation plan, which identifies transportation deficiencies and provides recommendations to be implemented within a 25-30 year timeframe. This study is a joint effort between FAMPO, the North Carolina Department of Transportation (NCDOT), the Mid-Carolina Rural Planning Organization (MCRPO), Cumberland County, and its municipalities.

This plan is developed by NCDOT, FAMPO, Mid-Carolina RPO, Cumberland County with the support of FAMPO / Cumberland County CTP Steering Committee. The CTP supports the community's adopted vision and goals by integrating land use and transportation planning. This should be used by local officials to ensure that planned transportation facilities reflect the needs of the public, while minimizing the disruption to local residents, businesses and environmental resources. The CTP process is designed to provide useful information into the project development process. When starting a CTP study, officials form a steering committee of individuals who represent the various stakeholders of the community. NCDOT and other local planning staff also participate. The committee develops the draft vision, goals, objectives, and performance measures. These are further refined with input from residents and then used to guide the development and evaluation of the CTP.

RECOMMENDATION / PROPOSED ACTION

At their April 11, 2023 Agenda Session meeting, the Board of Commissioners voted to approve placing the Comprehensive Transportation Plan (CTP) on the Consent Agenda of their April 17th, 2023 Regular Meeting for approval.

ATTACHMENTS:

Description

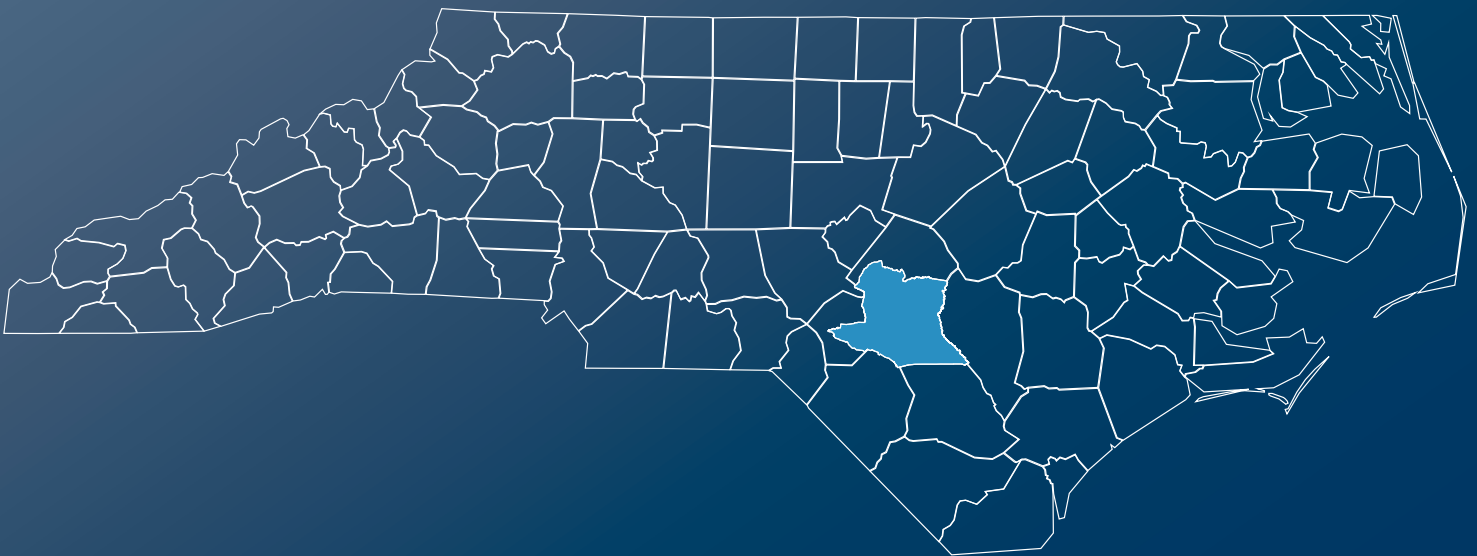
Cumberland County CTP Plan
FAMPO CTP Presentation

Type

Backup Material
Backup Material

FAMPO / CUMBERLAND COUNTY

DRAFT COMPREHENSIVE TRANSPORTATION PLAN



AUGUST 2022

ACKNOWLEDGEMENTS

Thank you to the hundreds of residents, business owners, community leaders and governmental staff who participated in the development of this plan through meetings, events, comment forms, and plan review.

PREPARED BY

Chris Connolly, Project Engineer
Hemal Shah, Project Engineer
Behshad Norowzi, Coastal Planning,
Group Supervisor
NCDOT Transportation Planning Division (TPD)

SPECIAL ASSISTANCE BY

Darius Sturdivant, Division 6 Planning Engineer
Bryan Kluchar, PE, Division 8 Planning Engineer
Mike Rutan, Mid-Carolina RPO Director
Deloma Graham, Fayetteville Area MPO Senior
Transportation Planner
Hank Graham, Fayetteville Area MPO Director
Yolanda Bennett, Fayetteville Area MPO
Transportation Planner

IN COOPERATION WITH

Cumberland County
Harnett County
Hoke County
Robeson County
Town of Eastover
City of Fayetteville
Fort Bragg
Town of Hope Mills
Town of Parkton
City of Raeford
Town of Spring Lake
Fayetteville Area MPO
Mid-Carolina RPO

STEERING COMMITTEE MEMBERS

Lee Jerningan, City of Fayetteville
Shelia Thomas Ambat, City of Fayetteville
Eric Vitale, City of Fayetteville
Rawls Howard, Cumberland County
Randy Hume, Fayetteville Area System of Transit
Ronnie Autry, Town of Eastover
Melissa Adams, Town of Hope Mills
Chancer McLaughlin, Town of Hope Mills
Taimoor Aziz, Town of Spring Lake
Jackie Jackson, Town of Spring Lake
Mark Whitley, Cumberland County Schools
Al McMillan, Town of Parkton Mayor
Bill Hammond, NCDOT Division 6 Corridor Engineer
Richie Hines, NCDOT Division 6 District Engineer
Robert Van Geons, Fayetteville Cumberland Area
Economic Development
Andrew Speedlove, Fort Bragg
Willie Burnette, Town of Codwin
Mardy Jones, Town of Stedman
John Wheeler, Town of Falcon
Cindy Burchett, Town of Wade
Larry Overby, Town of Linden
Deloma Graham, FAMPO
Hank Graham, FAMPO
Justin Ritchey, FAMPO

KEY STAFF TEAM

Mike Rutan, Mid-Carolina RPO
Darius Sturdivant, NCDOT Division 6
Planning Engineer
Bryan Kluchar, NCDOT Division 8 Planning Engineer
Hemal Shah, NCDOT – Transportation Planning Division
Chris Connolly, NCDOT – Transportation
Planning Division

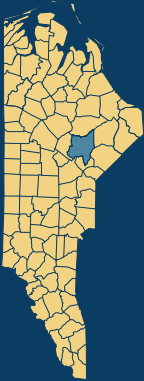
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[Click here to view Appendix](#)

EXECUTIVE SUMMARY

In 2020 the Transportation Planning Division of the N.C. Department of Transportation (NCDOT), Fayetteville Area MPO, Cumberland County, its municipalities, and the Mid-Carolina RPO began a Comprehensive Transportation Plan (CTP) study for FAMPO / CUMBERLAND COUNTY.



The FAMPO / CUMBERLAND COUNTY CTP includes identified transportation system needs, as well as possible solutions, to support anticipated growth and development over a 25 to 30-year timeframe. Various modes of transportation were evaluated, and recommendations made, including: highway, public transportation, bicycle/pedestrian. The impact of other modes of travel, such as airports and ferries, play significant roles in moving people and freight in North Carolina and in the CTP.

The FAMPO / CUMBERLAND COUNTY CTP was adopted locally and by the North Carolina Board of Transportation in **MONTH, YEAR**.

This plan does not cover routine maintenance or minor operations issues. Refer to the [Contacts Information Appendix](#) for contact information on these types of issues.



"FAMPO / Cumberland County CTP envisions a safe and reliable multimodal transportation network that accommodates all users and connects our people with the goods and services they need to thrive."

- Vision statement from the FAMPO / CUMBERLAND COUNTY CTP Steering Committee



PLAN GOALS

- 1. Provide a safer transportation system
- 2. Provide a more reliable transportation system
- 3. Provide a multimodal transportation system



STUDY APPROACH

1. Development of goals and objectives
2. Public involvement and community understanding
3. Data compilation and collection
4. Data analysis
5. Identification of multimodal transportation deficiencies and CTP project proposals
6. Local and NCDOT adoption

ANALYSIS AND PUBLIC INPUT KEY TYPES OF MEETINGS AND PUBLIC INPUT:

Steering committee members

20



Total **Survey Respondents** via MetroQuest in Summer 2021

228



Survey Comments

602

34% Participants used a **mobile device**

Safety was the most important priority

The majority of the participants who provided demographic information were **between the ages of 25 and 54**

See [Chapter 2](#) for more on this topic.

PRINCIPAL RECOMMENDATIONS

These are some of the principal recommendations of the FAMPO / CUMBERLAND COUNTY CTP. They are not listed in any priority order and more information can be found in Chapter 3 and in [Appendix](#).

This project, I-95 From U.S. 301 (Exit 22) to North off I-95 Business/U.S. 301 (Exit 40) is to widen I-95 to eight lanes. It is a Statewide Mobility project that assists with congestion and mobility.

[View Project Map](#)

The project proposal is to upgrade U.S. 401 From North of Slocumb Road in Cumberland County to N.C. 217 near Linden to 4A- four-lane divided (46' depressed median) with paved shoulder. It is a Regional Impact project that assists with congestion and mobility

[View Project Map](#)

The proposal is to complete the outerloop by building a new 4 lane highway on a new location.

[View Project Map](#)

PROJECT SHEETS

CTP Project Sheets feature individual project maps, recommendation details, and can be found in the [CTP Projects Appendix](#).

91

APPROVALS

This information will be added after mutual adoption.

Chapter ONE

Introductions and Overview

The Comprehensive Transportation Plan (CTP) is North Carolina's multimodal long-range transportation plan. The CTP is mutually adopted and identifies transportation system needs, as well as solutions, to support anticipated growth and development over a 25-30-year timeframe.

PURPOSE AND OVERVIEW

This plan is developed by NCDOT, Fayetteville Area MPO, Mid-Carolina RPO, Cumberland County with the support of FAMPO / Cumberland County CTP Steering Committee.

The CTP supports the community's adopted vision and goals by integrating land use and transportation planning. This should be used by local officials to ensure that planned transportation facilities reflect the needs of the public, while minimizing the disruption to local residents, businesses and environmental resources. The CTP process is designed to provide useful information into the project development process.

When starting a CTP study, officials form a steering committee of individuals who represent the various stakeholders of the community, NCDOT and other local planning staff also participate. The committee develops the draft vision, goals, objectives, and performance measures. These are further refined with input from residents and then used to guide the development and evaluation of the CTP.

VISION

The CTP vision, goals, and objectives are developed based on input of the public involvement process and help identify how residents in an area would like to develop the transportation system.

"FAMPO / Cumberland County CTP envisions a safe and reliable multimodal transportation network that accommodates all users and connects our people with the goods and services they need to thrive.

This transportation system supports economic development opportunities, promotes healthy communities, and adapts to changing technologies while also preserving the natural beauty and rural character of our county."

- Vision statement from the FAMPO / CUMBERLAND COUNTY CTP Steering Committee

Segra Stadium, Chris Connolly

STUDY GOALS AND OBJECTIVES

FOCUSING growth around established municipalities, infrastructure, and strategic nodes

ENCOURAGE safe, multimodal transportation options with adequate connectivity

PROTECTING, PRESERVING, AND ENHANCING environmental features and open space opportunities

RECOGNIZING the strategic importance of military installations within and adjacent to the community

PROMOTING economic development growth through transportation and planning means

STATE AND FEDERAL POLICIES AND PLANS

This section outlines some of the important state and federal policies and plans that were considered while developing the FAMPO / CUMBERLAND COUNTY CTP. See the [Appendix](#) for an outline of the CTP requirements, and how they are accounted for and followed. Please click on any item in the following list for more information:

[Complete Streets](#)

[Multimodal Statewide Freight Plan](#)

[N.C. Planning Facility Type](#)

[N.C. General Statute 136-66.2](#)

[N.C. Moves 2050 Plan](#)

[Statewide Logistics Plan](#)

[Strategic Transportation Corridors](#)

[Strategic Transportation Investments](#)


[Title VI in Public Involvement](#)

THIS PLAN FEATURES:

 **A thorough analysis of current conditions and public feedback regarding various modes of transportation**

 **A list of recommendations**

 **A recommended comprehensive transportation network for FAMPO / CUMBERLAND COUNTY**

 **Supporting documentation of the plan, study process, and recommendations**

CTP PROCESS SUMMARY

The development of this plan was open and participatory, with area residents providing input through public input meetings, committee meetings, and an online input map. The overall process and timeline are summarized in the list below:



LOCAL POLICIES AND PLANS

This section outlines some of the important local policies and plans that were considered while developing the FAMPO / CUMBERLAND COUNTY CTP. Please click on any item in the following list for more information:

TRANSPORTATION PLANS

Fayetteville Urban Area Thoroughfare: 1992

FAMPO Metropolitan Transportation Plan: 2019

Cumberland County CTP Working Map-2013: NOT ADOPTED

LAND USE PLANS

City of Fayetteville 2040 Future Land Use Plan – 2020

Stedman Area LU Draft Plan: 2019

Eastover Area Land Use Plan: 2018

Vander Land Use Plan: 2017

Southwest Cumberland Land Use Plan: 2016

South Central Land Use plan: 2015

Various Area Land Use Plans

BIKE AND PEDESTRIAN PLANS

City of Fayetteville Pedestrian Plan (2018)

Town of Hope Mills Congestion Management Plan (2018)

Fort Bragg Comprehensive Transportation Systems Plan (2018)

Harnett County Comprehensive Transportation Plan (2017)

FAMPO 2040 Metropolitan Transportation Plan (2014)

Southwestern Cumberland County and Northeastern

Hoke County Multimodal Congestion Management Plan (2013)

FAMPO Walks & Bikes Connectivity Study (2011)

Raeform Road Corridor Study (2010)

FAMPO Bicycle and Pedestrian Plan (2009)

Spring Lake Multimodal Congestion Management Plan (2009)

Cumberland County 2030 Growth Vision Plan (2008)

Fayetteville Cumberland Parks & Recreation Master Plan (2006)

City of Fayetteville Bicycle Plan (2020)



Chapter Two

Existing and Future Conditions

This chapter summarizes the current and future conditions of the transportation system in the FAMPO / CUMBERLAND COUNTY CTP.

To meet future travel demand, reliable forecasts of future travel patterns are needed to estimate congestion.

For highways, this is usually accomplished through mainly a capacity deficiency analysis (which is a measure of how the facility is operating based on existing and project traffic) and a traffic crash analysis.

For multimodal uses, the distance between destinations, and roadway characteristics, are key components.

This information, along with population growth, economic development potential, and land use trends is used to determine the potential impacts on the future transportation system.



Hay St with trolley

PUBLIC, COMMUNITY, STAKEHOLDER INVOLVEMENT SUMMARY

Public involvement is a key element in the transportation planning process.

Public input was an overarching component of this plan, collected through multiple avenues and methods. This plan will affect those who live, work, own a business, play, and/or enjoy leisure activities in FAMPO / CUMBERLAND COUNTY. Feedback from the public guided the creation of this plan's project recommendations. A full summary of public outreach can be found in the [Public Involvement Appendix](#).

Throughout the course of the study, the NCDOT Transportation Planning Division cooperatively worked with the FAMPO / CUMBERLAND COUNTY Steering Committee. The committee provided information on current local plans, developed transportation vision and goals, discussed population and employment projections, and put forth [CTP Project Recommendations](#).

COMMUNITY UNDERSTANDING

A Community Understanding Report (CUR) was created which summarized local information about population, employment, expected growth areas, schools, and transportation methods. This report can be found in [Community Understanding Appendix](#).

TYPES OF PUBLIC INVOLVEMENT USED

The project team set a goal to reach as many residents as possible and hear from diverse communities and stakeholders. Equal opportunities regardless of race, color, national origin, limited English proficiency, income, sex, age, or disability were provided during the development of the CTP. More information can be found in [Community Understanding Appendix](#).

The steering committee was involved during the process using:

- Committee meetings
- Email and phone
- Surveys

The public was involved using:

- Study website
- Facebook notices
- Surveys (English and Spanish, online, paper)
- Coverage in local newspapers
- Public Meetings
- Draft and final plan presentations

More information can be found in the [Public Involvement Appendix](#).

WHAT WE HEARD



Highways

"**Widen** rosehill road"

"Peele Street "This part of the community still has dirt roads"

"**401 should be 4 lanes** from Fayetteville through Harnett County. **A bypass for Lillington** is needed to alleviate the traffic where 401, 421, 210, and 27 all come together is critical. Rather than constructing new expensive bridges, perhaps innovative options for limiting access and increasing speed limits through town could be explored. How about creating parallel service roads through town with very limited access to 401 from these roads? It would at least maintain some visible access to 401 for businesses along the route."



Pedestrian

"There is talk of **more sidewalks** in Fayetteville but the ones we have are not well taken care of. Many examples can be seen in the Haymont area. In some places the shrubbery even grows into the streets."



Bicycle

Stryker Golf Course "**Bike connections/greenways** needed to connect Ft. Bragg with destinations in the City (mall, downtown)."



Public Transit

Glensford Commons Shopping Center "Central transit station for bikes, buses, train, and cars to **merge and connect the commercial business areas.**"

COMMUNITY DEMOGRAPHIC / LAND USE TRENDS

In developing this plan, the timeframe used to project travel demand was from 2018 to 2045. Growth in FAMPO / Cumberland County is expected to occur.

FAMPO / CUMBERLAND COUNTY			
2018 POPULATION	463,160	2018 EMPLOYMENT	180,790
2045 PROJECTED POPULATION	522,988	2045 PROJECTED EMPLOYMENT	209,704

More information can be found in [Appendix X](#) about the methodology that was used to project the population and employment to 2045.

NC State Statute §136-66.2 specifically states that NCDOT may participate in the development and adoption of a CTP when all governments within the area covered by the plan have adopted land development plans adopted within the previous five years.

The 2040 Comprehensive Plan and Future Land Use plan for the City of Fayetteville, adopted in 2020, meets that requirement. Please refer to <https://www.cumberlandcountync.gov/departments/planning-group/planning-and-inspections/planning/comprehensive-planning-for-various-other-land-use-plans-in-cumberland-county>.

TRANSPORTATION NETWORK SUMMARY

An important stage in the development of a CTP is the analysis of the existing transportation system and its ability to serve the area's travel demand.

The following table shows specific highlights, and not a comprehensive list, of the transportation network. More detail, if applicable, can be found elsewhere in this chapter.

Primary North-South Roadways	I-95 N.C. 210 U.S. 401 N.C. 24 N.C. 87
Primary East-West Roadways	U.S. 401 N.C. 24 I-295
Strategic Transportation Corridors	I-95
Public Transportation Services (Demand Response)	
Fixed Route Bus	FAST and HARTS
General Aviation Airports	Fayetteville Regional Airport
Park and Ride Lots	Park and ride lot locations
Freight Railroads	Aberdeen & Rockfish RR CSX Transportation Norfolk Southern
Passenger Railroads	Amtrak
Primary Freight Movement	I-95 I-95 Bus I-295 U.S. 13 U.S. 301 U.S. 401 N.C. 24 N.C. 53 N.C. 59 N.C. 87 N.C. 162 N.C. 210 N.C. 217 N.C. 690 N.C. 211 N.C. 20 N.C. 71
Sidewalks	Most located in and near municipalities
Bicycle Lanes	Local designated as multiuse paths
Statewide Bicycle Routes	N.C.5
Greenways	Cape Fear River Trail, Golfview Greenway All American Trail
Ferries	N/A

Each mode of travel covered by a comprehensive transportation plan has been independently analyzed for both current and forecast conditions.

HIGHWAY ANALYSIS SUMMARY

Roadway System Capacity Deficiencies

Comparing roadway demand (vehicle volumes) to roadway supply (carrying capacity) is one of the primary measures of roadway performance.

Capacity deficiencies occur when the traffic volume approaches or exceeds the road's capacity. The analysis assumes 2020-2029 State Transportation Improvement Program (STIP) projects that are in the right-of-way acquisition phase or are under construction for future year E+C traffic volume projections. The base year capacities were compared to future year E+C traffic projections.

Key highway capacity deficiencies for the FAMPO / CUMBERLAND COUNTY CTP



◉ **NC 24 (N. Bragg Blvd) From SR 1117 (Nursery Road) to SR 1451 (Manchester Road)**

2018 (base year) – near capacity
2045 – over capacity

◉ **US 401 Business (Ramsey St) From NC 24/210 (Grove Street) to Martin Luther King, Jr. Freeway**

2018 (base year) – near capacity
2045 – over capacity

◉ **NC 59 (Main St) From NC 162 (George Owen Rd) to Parkton Rd (SR 1118)**

2018 (base year) – over capacity
2045 – over capacity

Refer to the [Appendix X](#) for existing and future capacity deficiencies

Planning Level Intersection Assessment

Roadway intersections in the FAMPO / CUMBERLAND COUNTY were assessed using a high level of analysis, including the type of facility and current delay. The recommendations identify a possible solution to a problem or "identified need." The improvement types can be interchanges, overpasses, limited movement and all movement intersections. Refer to the [Definitions Appendix](#) for definitions of any terms



The major intersections identified for improvement in the CTP are:

- ◉ **Manchester Road and NC 24 (N. Bragg Blvd) Interchange**
- ◉ **Morganton Road and Bonanza Road Intersection**
- ◉ **Morganton Road and All American Freeway Intersection**

Planning Level Traffic Crash Assessment

Traffic crashes are often used as an indicator for locating congestion and roadway problems. Safety is at the core of the NCDOT's mission of connecting people, products, and places; and therefore, there are several ongoing programs and initiatives within NCDOT that specifically address safety. The locations in FAMPO / CUMBERLAND COUNTY which occurred between January 1 2014 and December 31, 2018 are shown on Figure 5.

Since safety concerns often need more immediate addressing than long range projects identified during a CTP, all public comments concerning safety received during the development of the FAMPO / Cumberland County CTP were shared with NCDOT Division 6 & 8 for review and consideration.

More discussion of Traffic Crashes can be found in [Appendix X](#).

The locations with the highest number of crashes were at NC 210 (Murchison Road) and Shaw Mill Road (SR-1614).

Bridge Deficiency Assessment

There are 75 structurally deficient and functionally obsolete bridges that were identified. Of these, six are scheduled for improvements in the 2020-2029 STIP State Transportation Improvement Program. Refer to the [Appendix X](#) for more detailed bridge deficiency information.



BICYCLE AND PEDESTRIAN ANALYSIS SUMMARY

Bicyclists and pedestrians are elements of the transportation system in North Carolina. Many communities are working to improve mobility for bicyclists and pedestrians.

The N.C. 5 Bike Route runs through FAMPO / Cumberland County. Multiple plans were considered while developing this element of the CTP.

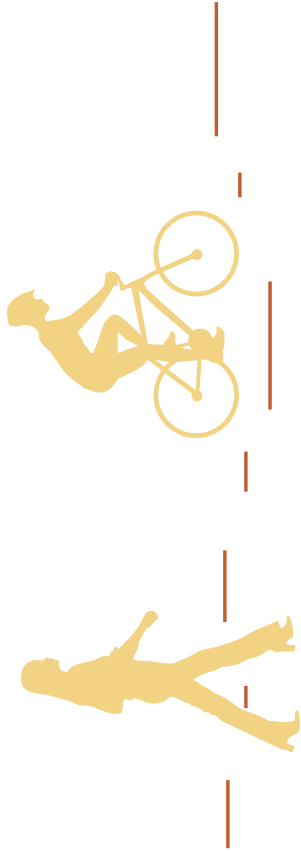
These plans include:

- 📍 2045 FAMPO MTP Bike and Ped Element: Fayetteville MPO 2045 MTP Bicycle and Pedestrian Plan is based on the following locally adopted plans.

- City of Fayetteville Pedestrian Plan (2018)
- Town of Hope Mills Congestion Management Plan (2018)
- Fort Bragg Comprehensive Transportation Systems Plan (2018)
- Harnett County Comprehensive Transportation Plan (2017)
- FAMPO 2040 Metropolitan Transportation Plan (2014)
- Southwestern Cumberland County and Northeastern Hoke County Multimodal Congestion Management Plan (2013)
- FAMPO Walks & Bikes Connectivity Study (2011)
- Raeform Road Corridor Study (2010)
- FAMPO Bicycle and Pedestrian Plan (2009)
- Spring Lake Multimodal Congestion Management Plan (2009)
- Cumberland County 2030 Growth Vision Plan (2008)
- Fayetteville Cumberland Parks & Recreation Master Plan (2006)
- City of Fayetteville Bicycle Plan (2020)

- 📍 Additional Shapefiles received from Mid-Carolina RPO

Refer to the [Appendix X](#) if needed.



PUBLIC TRANSPORTATION ANALYSIS SUMMARY



Fayetteville Area System of Transit (FAST) improves quality of life by connecting people and places with safe, efficient, reliable, courteous, and innovative transportation. The FAST Transit Center serves as a central hub for FAST's fixed route bus network. The center is located downtown on the city block bound by Robeson Street, Franklin Street, Winslow Street and Russell Street. The center is strategically located within walking distance of City Hall, Fayetteville Police Department Headquarters, Highsmith Rainey Hospital, the Medical Arts Building, Airborne & Special Operations Museum, Fayetteville's Amtrak station and Segra Stadium which has been home to the Fayetteville Woodpeckers since 2019. In addition to FAST transit buses, the center also houses Greyhound intercity buses, includes a stop on Russell Street for MegaBus and is within one block of Fayetteville's Amtrak station. The FAST Transit Center is approximately 34,000 SF with just over 27,000 SF for transit offices and operations as well as 7,700 of shell space available to lease for other transit supportive businesses.

During the Harnett County CTP amendment process, the stakeholders and Harnett Area Rural Transit System (HARTS), proposed a fixed deviated route transportation service connecting Angier, Dunn, Erwin, Lillington, Coats and Campbell University (Buies Creek). Potential locations for park-and-ride lots were identified in Angier, Dunn, Erwin, Lillington, Coats and Campbell University (Buies Creek). Final locations would be subject to agreements with towns, property owners, etc.

Urban Transportation (provide both rural and urban transportation)	FAST
Rural Transportation (provide both local and rural transportation)	HARTS
Regional Transportation (Operate in multiple areas of the state and connect multiple municipalities and counties)	Demand response service available with advanced coordination
Intercity Transportation (Greyhound and Amtrak)	Amtrak and Greyhound

RAIL

Fayetteville-Raleigh Passenger Rail Study (2020), recently completed, study was conducted by the Fayetteville Area MPO and the Capital Area MPO in cooperation with the NCDOT Rail Division. The purpose was to help define and determine the feasibility of passenger rail service between Fayetteville and Raleigh, N.C. Many of the rail corridors in the region have been studied in the last several years to identify a variety of safety and capacity improvements for both freight and passenger rail. As the region continues to grow the need to maximize the use of transportation corridors continues to expand. Other partnering agencies include county and municipal governments; councils of government/rural planning organizations; NCDOT Planning Division; and operators of existing passenger and freight services in the two study corridors (NCR, CSX, NS). It was a high-level look at operational concerns for two routes, included passenger and revenue forecasting, and was a preliminary determination of feasibility and necessary next steps. A follow-on study could examine the specifics of rail service and station characteristics at a later date.



AIRPORTS

The Fayetteville Regional Airport is a public airport owned and operated by the City of Fayetteville and located 5 miles from downtown Fayetteville. [Refer to Appendix X.](#) The table below shows airports near municipalities in this CTP:



Type of Airport	Name	Location	Distance
Public/Private General Airport	Simmons AAF	Fayetteville, N.C.	6.9 miles
	Eastover Air Ranch Airport	Fayetteville, N.C.	8.9 miles
	P K Airpark	Reeford, N.C.	20 miles
	E T Field	Parkton, N.C.	17 miles

Public General Airport

Fayetteville Regional Airport

Fayetteville, N.C.

5 miles

GOODS MOVEMENT / FREIGHT

Major generators of goods in FAMPO / Cumberland County were identified, along with their proximity to nearby major roadways.

Freight and cargo in the form of supplies and equipment are transported between military bases, around North Carolina, around the United States and throughout the world. This complex operation includes motor carrier and rail freight in addition to barge, ship and air cargo movements. Fort Bragg is strategically located adjacent to I-95 and the CSX Railroad. Seymour Johnson is close to I-95 and the Norfolk Southern Railroad (NS). The other military bases are located near the coast in more remote locations with good access in some cases to rail and ports, but limited access to the interstate highway network. This section describes intermodal freight and cargo movements for each base.

Fort Bragg Strategic Corridors Located adjacent to I-95 and CSX Railroad (Corridor T), Fort Bragg is well positioned for north and south truck and rail shipments. Nearby I-40 (Corridor Q) and NC 24 (Corridor W), provide access to the east and west. The US Army uses the Port of Charleston for transporting equipment and convoys requiring maritime access.

It was noted that the base does not use Port of Wilmington for three primary reasons:

- Insufficient staging area for convoys.
- Insufficient dockside access; and
- Transit time up and down the Cape Fear River.

Projections are for Fort Bragg to continue to grow and expand its mission. This will lead to increases in all types of cargo, resulting in pressure on the local and state roadways and other transportation facilities serving the base. Recent and on-going roadway investments have significantly mitigated congestion and improved the safety of traveling public. This includes a truck only entrance where nearly all deliveries enter the base.

E. FISCAL REALISM

A financial plan can be an essential element in long-term transportation planning. The cost of projects should be considered when identifying transportation options both during the planning and prioritizing processes.

Fiscal Realism is an optional local dialogue initiated by the Rural Planning Organization to identify unrealistic CTP Recommendations that might have an adverse financial affect on future local planning decisions, activities, or needs.

Fiscal Realism is not “fiscal constraint” that required in the Metropolitanans Transportation Plans to identify funding sources to fulfill its 20 years planning horizon. Fiscal Realism enables the RPO or lead planning agency to inform its local decision-makers of any potential financial adverse effects in their long-range planning efforts.

Any dialogue, information, or data provided under fiscal realism is optional and solely the responsibility of the Rural Planning Organization.

Chapter THREE

CTP Project Proposals

Each mode of travel included in the FAMPO / CUMBERLAND COUNTY Comprehensive Transportation Plan (Highway, Public Transportation, Bicycle / Pedestrian) have been independently analyzed for current and future conditions.



Projected 2045 needs for each mode of transportation were analyzed and project recommendations developed through consideration of benefits and potential impacts including an extensive public engagement process. The results of this analysis are found in Figure 1.zdx



NCDOT PROJECT DELIVERY PROCESS

Years of extensive planning, study and work occur before NCDOT begins building a roadway. The process, known as the Project Development Process, begins with the department assisting municipalities and regions in developing Comprehensive Transportation Plans, which are long-range plans that identify area transportation needs and priorities.

Once a project is programmed for funding, NCDOT initiates studies and the project enters into the environmental analysis and development phase. The process includes getting feedback from the public and analyzing how a proposed project might affect people living and working in the area, along with its environmental impact.

Once the final design location has been determined and NCDOT acquires necessary property to accommodate the project and awards a construction contract ("Let"). Then, construction begins.

The typical NCDOT Project Delivery Process is shown in the figure below.

CTP PROJECT RECOMMENDATIONS LIST

The following list contains information about FAMPO / CUMBERLAND COUNTY Comprehensive Transportation Plan recommendations. These recommendations represent an agreement (between NCDOT and local community) of an identified transportation deficiency and a potential solution.

While the CTP does recommend possible solutions, called project recommendations, it may not represent the final location or cross-section and features associated with the improvement and may change over time due to further and more detailed studies. It is the responsibility of local communities to help protect transportation corridors for new location facilities.

The list shown below is not in any priority order.

CTP MAPS

The mutually adopted FAMPO / CUMBERLAND COUNTY CTP Maps are found in Figure 1. Definitions of terms on these maps can be found in the [Appendix X](#). Maps and recommendations are separated and organized by county and included for the entire CTP area.

The maps included for each area are:

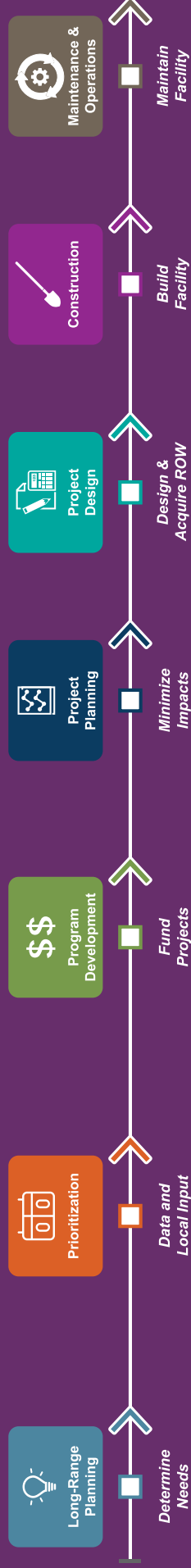
- 1 Facility Types and Control of Access
- 2 Highway Recommendations
- 3 Public Transportation Recommendations
- 4 Bicycle and Pedestrian Recommendations

The Facility Type and Control of Access map is important for planning, design, and operations. The various Recommendations Maps identify an agreement of an identified transportation deficiency and a potential solution.

For more information, see [Appendix X](#).



NCDOT PROJECT DELIVERY PROCESS



UNADDRESSED DEFICIENCIES

This section identifies any deficiencies that were identified during the development of the plan, but, for varying reasons, recommendations were not made.

9 They are:

- I-95 Business (S. Eastern Boulevard): from Person Street (SR 1006) to Bell Street
- NC 24 (Grove Street): from NC 53 Cedar Creek Road to Ramsey Street (SR 3950)
- Cliffdale Road (SR 1400): from S. Reilly Road (SR 1403) to Rim Road (SR 1402)
- Gillespie Street: from Hay St Russell Street
- Green Street: from Bow Street to Hay Street
- Hay Street: from Highland Avenue to Gillespie Street
- Owen Drive (SR 1007): from All American freeway (SR 1007) to Cumberland Road (SR 1141)
- Morganton Road (SR 1404): from Pinecrest Drive to Cliffdale Road (SR 1400)
- Person Street: from Ottis F Jones Parkway to Kennedy Street
- S. Reilly Road (SR 1403): from Morganton Road (SR 1404) to Cliffdale Road (SR 1400)
- Seventy First School Road (SR 1409): from US 401 (Raeford Road) to Old Bunce Road (SR 1410)
- Southern Avenue (Sr 1141): from Cumberland Road (SR 1141) to Winslow Street.

More details can be found in the [Appendix X](#).

DISCLAIMER

This report documents the work of the FAMPO / CUMBERLAND COUNTY Comprehensive Transportation Plan study, The N.C. Department of Transportation and any of the adopting/lending/sponsoring organizations of the FAMPO / CUMBERLAND COUNTY Comprehensive Transportation Plan:

- 1 Shall not be held liable for any errors in the data in this report or any accompanying documentation. This includes errors of omission, commission, errors concerning the content of the data, and relative and positional accuracy of the data.
- 2 Do not represent, warrant or guarantee that the guidance in this report will lead to any particular outcome or result.
- 3 Will not be held liable in respect to any losses, including without limitation: loss of profits or income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities, or goodwill based on the information in this report or other supporting documentation.

Primary sources from which this data was compiled must be consulted for verification of information contained in this report.



Hay St. Trolley

FACILITY TYPES

Facility classifications for mobility and control of access planning through 2045



FAMPO_CUMBERLAND Comprehensive Transportation Plan Facility Types and Control of Access (Listed in Order of Mobility Function)

Projected	New Location

Freeway

Expressway
(Multilane Divided)

Boulevard
(Multilane Divided)

Major Thoroughfare
(Multilane Undivided)

Major Thoroughfare
(2 Lane)

Minor Thoroughfare

Other Features

Studied Roads

FAMPO

Mid-Carolina RPO



Full report at:
Tinyurl.com/FAMPOCTP



Sheet 1 of 4

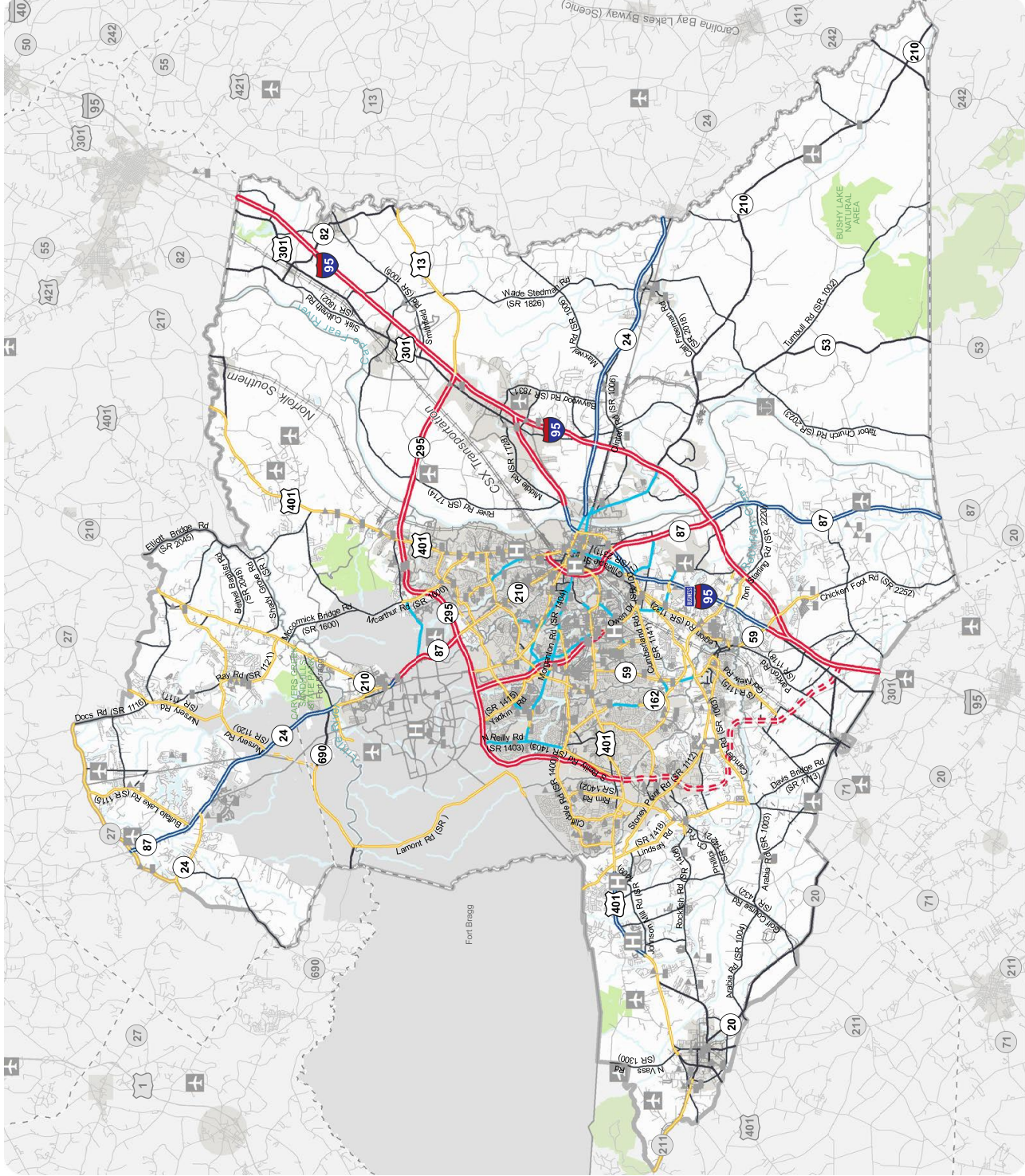
Base map date: November 07, 2019

Legal Disclaimer

These concepts will need additional analysis to meet state and federal environmental regulations, to determine final locations and designs, and to be funded for implementation. Local zoning or subdivision ordinances may require the dedication of right of way based on the concepts shown on the Comprehensive Transportation Plan and local collector street plans, based on N.C.G.S. § 136-66.2 and § 136-66.10.

DRAFT

Plan Date: April 21, 2021



HIGHWAY RECOMMENDATIONS

Proposals that address identified needs through 2045



FAMPO & CUMBERLAND COUNTY Comprehensive Transportation Plan

Highway Features

Proposal ID# Improve New Location

- Congestion / Mobility (e.g., add lanes)
- Access Management / Operations (e.g., add median)
- Modernization (e.g., widen lanes, add turn lanes)
- Other (e.g., safety, economic development)
- Interchange
- Bridge / Overpass
- Intersection

Other Features

Studied Roads



Mid-Carolina RPO



Full report at:
Tinyurl.com/FAMPOCTP



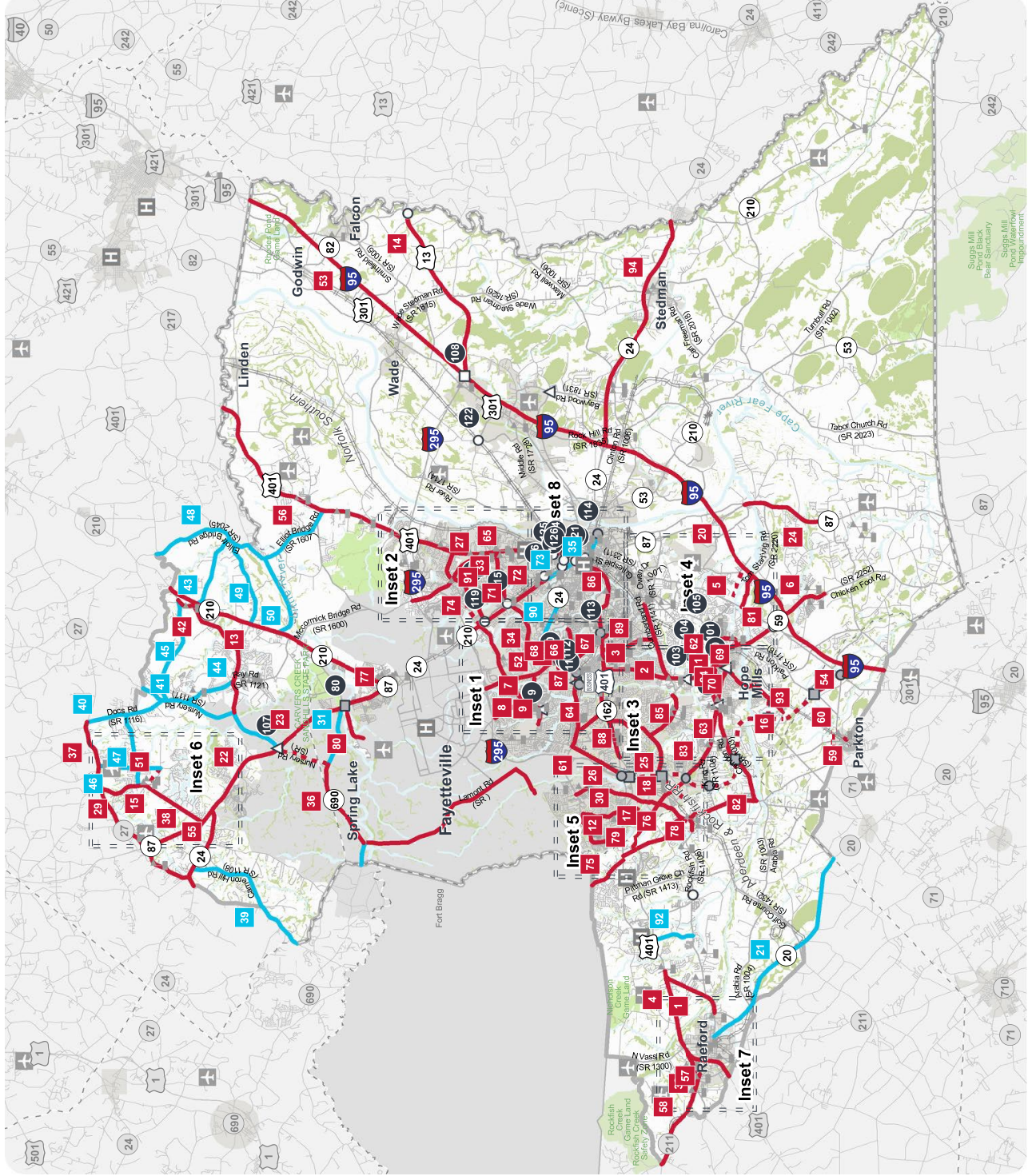
Sheet 2 of 4

Base map date: November 07, 2019

Legal Disclaimer

These concepts will need additional analysis to meet state and federal environmental regulations, to determine final locations and designs, and to be funded for implementation. Local zoning or subdivision ordinances may require the dedication of right of way based on the concepts shown on the Comprehensive Transportation Plan and local collector street plans, based on N.C.G.S. § 136-66.2 and § 136-66.10.

DRAFT
Plan Date: April 21, 2021



HIGHWAY RECOMMENDATIONS

Proposals that address identified needs through 2045



FAMPO & CUMBERLAND COUNTY Insets 1 thru 6 Comprehensive Transportation Plan

Highway Features

Proposal ID# Improve New Location

- Congestion / Mobility (e.g., add lanes)
- Access Management / Operations (e.g., add median)
- Modernization (e.g., widen lanes, add turn lanes)
- Other (e.g., safety, economic development)

Interchange

Bridge / Overpass

Intersection

Other Features

Studied Roads

FAMPO

Mid-Carolina RPO

Full report at:
Tinyurl.com/FAMPOCTP



Sheet 2A of 4

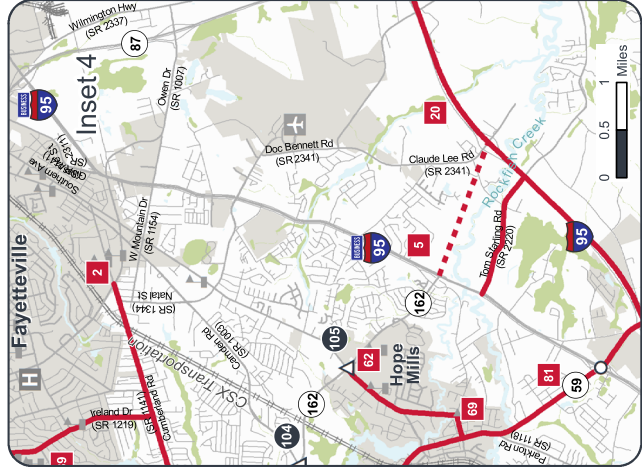
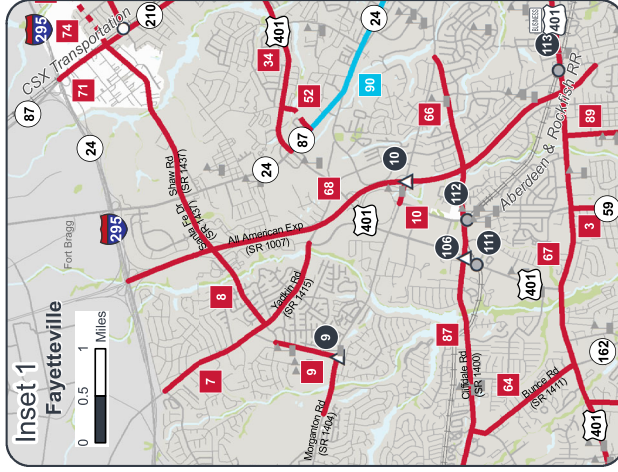
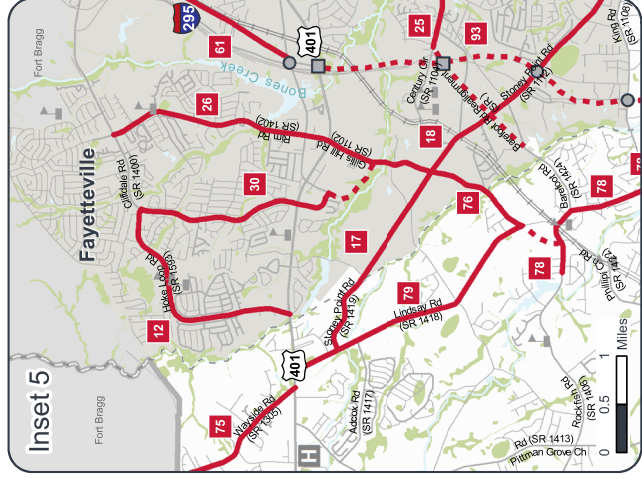
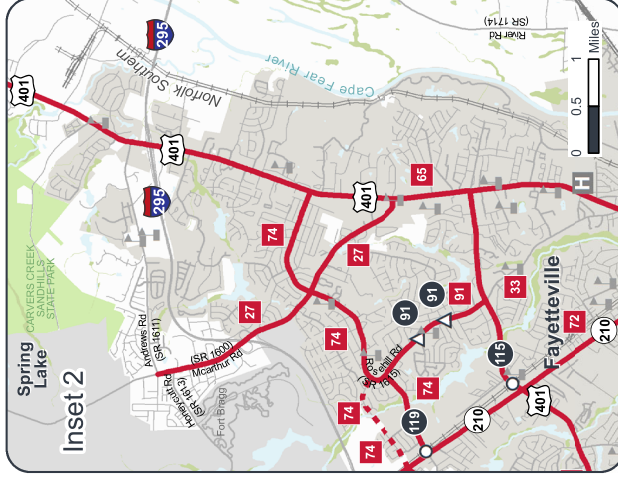
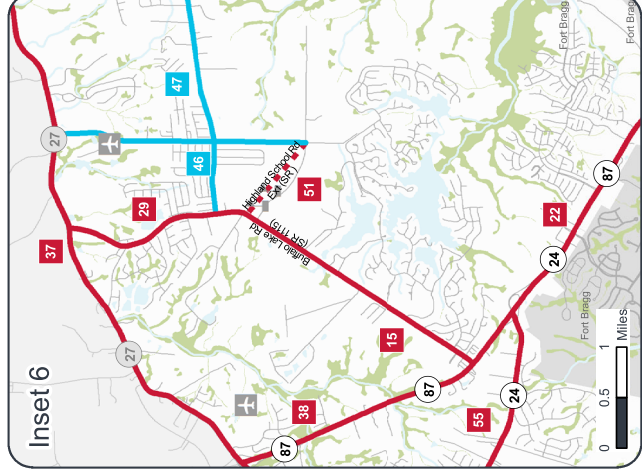
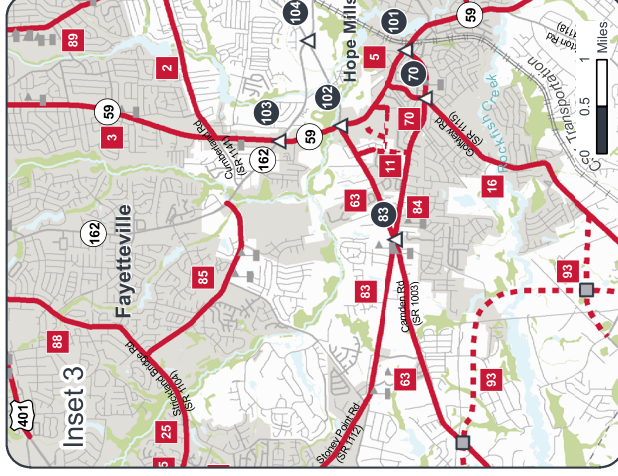
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Legal Disclaimer

These concepts will need additional analysis to meet state and federal environmental regulations, to determine final locations and designs, and to be funded for implementation. Local zoning or subdivision ordinances may require the dedication of right of way based on the concepts shown on the Comprehensive Transportation Plan and local collector street plans, based on N.C.G.S. § 136-66.2 and § 136-66.10.

DRAFT

Plan Date: April 21, 2021



HIGHWAY RECOMMENDATIONS

Proposals that address identified needs through 2045



FAMPO & CUMBERLAND COUNTY

Inset 7

Comprehensive Transportation Plan

Highway Features

Proposal ID# Improve New Location

Congestion / Mobility
(e.g., add lanes)

Access Management / Operations
(e.g., add median)

Modernization
(e.g., widen lanes, add turn lanes)

Other
(e.g., safety, economic development)

Interchange

Bridge / Overpass

Intersection

Other Features

Studied Roads

FAMPO

Mid-Carolina RPO



Full report at:

[Tinyurl.com/FAMPOCTP](https://tinyurl.com/FAMPOCTP)



Sheet 2B of 4

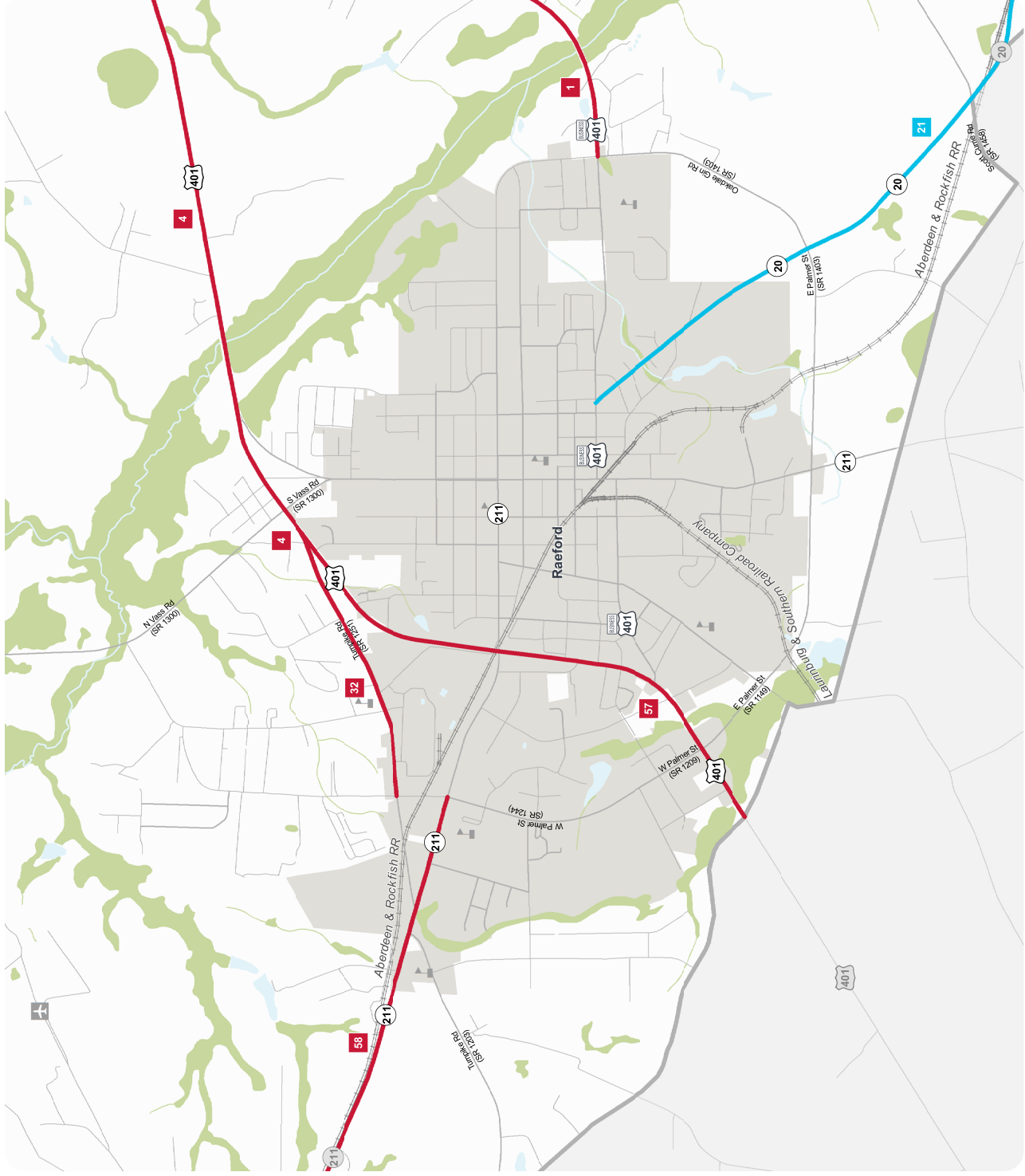
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DRAFT

Plan Date: April 21, 2021



HIGHWAY RECOMMENDATIONS

Proposals that address identified needs through 2045



FAMPO & CUMBERLAND COUNTY

Inset 8

Comprehensive Transportation Plan

Highway Features

Proposal ID # Improve New Location

- Congestion / Mobility (e.g., add lanes)
- Access Management / Operations (e.g., add median)
- Modernization (e.g., widen lanes, add turn lanes)
- Other (e.g., safety, economic development)
- Interchange
- Bridge / Overpass
- Intersection

Other Features

Studied Roads

FAMPO

Mid-Carolina RPO



Full report at:
Tinyurl.com/FAMPOCTP

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Sheet 2C of 4

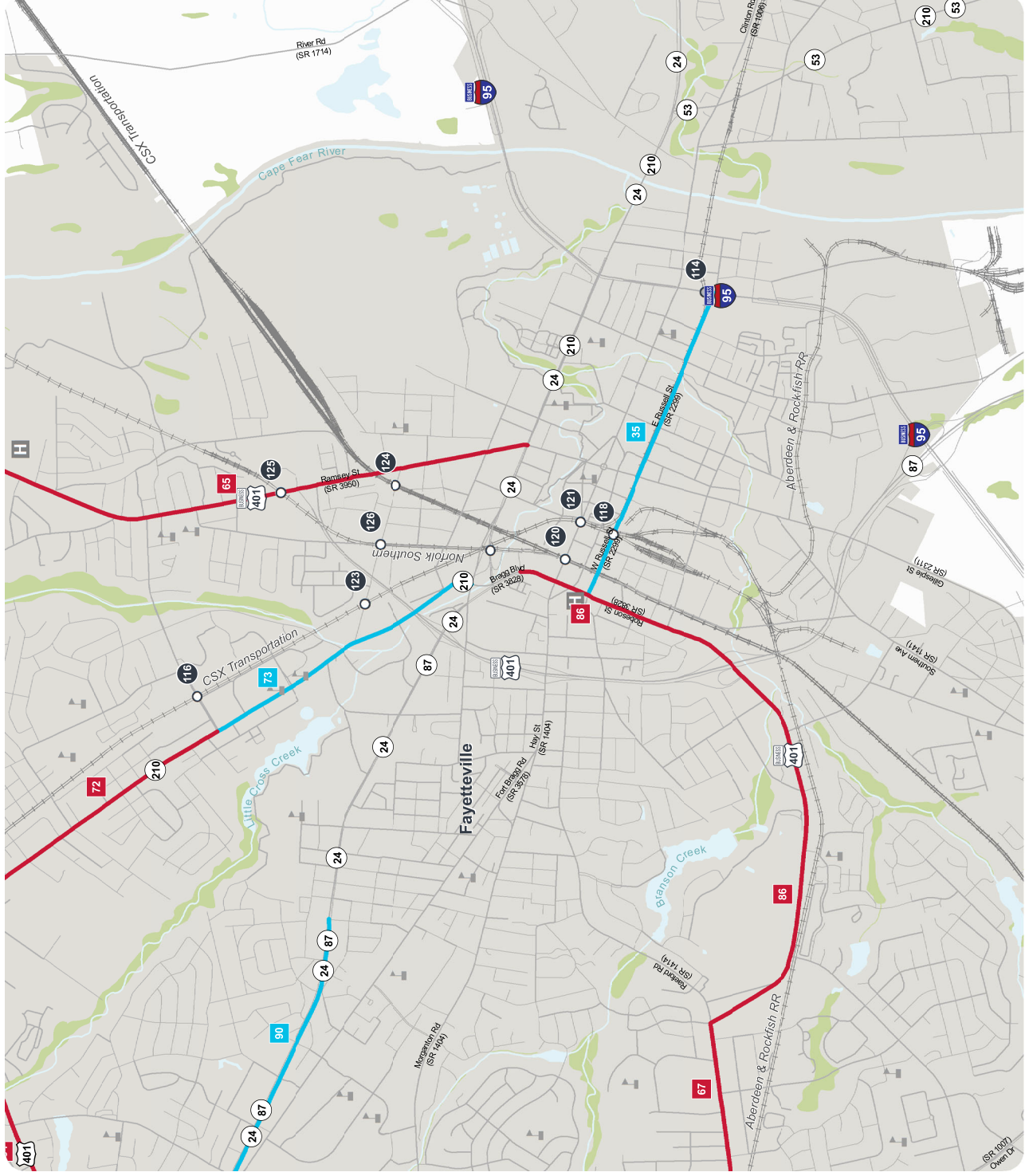
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DRAFT

Plan Date: April 21, 2021





FAMPO & Cumberland County Highway Recommendations

- 1

US 401 Business Widening, FAMPO001-H:
From US 401 (Fayetteville Rd) to Oakdale Gin Rd (SR 1403) | 2.56 miles
The proposal is to widen from 2-lane undivided to 2-lane with center left turn lane where needed, with curb and gutter and sidewalks.
- 2

Cumberland Road Widening, FAMPO002-H:
From Owen Dr (SR 1007) to NC 59 (Hope Mills Road) | 3.13 miles
The proposal is to widen from Major Thoroughfare Multi-lane to 4-lane divided (23' Raised Median) with Curb & Gutter, and Sidewalks
- 3

NC 59 (Hope Mills Rd) Widening, FAMPO003-H:
From NC 162 (George Owen Rd) to US 401 Bus (Raeform Rd) | 3.32 miles
The proposal is to convert existing 4-lane undivided roadway w/TWLT to 4-lane median divided roadway w/raised concrete median, curb & gutter and sidewalks.
- 4

US 401 Improvements, H193055:
From Club Pond Rd to Turnpike Rd | 3.23 miles
The project proposal is to upgrade US 401 to a Superstreet facility. This project will connect to the existing superstreet design on US 401 east of the Town of Raeform in Hoke County.
- 5

NC 59 (Main St) - Recommended Further Study, FAMPO004-H:
From NC 162 (George Owen Rd) to Parkton Rd (SR 1118) | 5.85 miles
The CTP project proposal (FAMPO004-H) is to further study the alternatives identified in the 2018 Hope Mills Congestion management Plan (CMP).
- 6

Chicken Foot Rd (SR 2252) Improvements, FAMPO005-H:
From I 95 Bus to Clifton Morenill Rd | 2.58 miles
The proposal is to widen from 2-lane undivided to 4-lane divided (23' Raised Median) with Curb & Gutter, and Sidewalks. This shall take into consideration multi-modal travel.



Highway Class: Congestion Access Management Modernization Other (Safety, etc.) Bridge/Intersection

HIGHWAY RECOMMENDATIONS

PAGE 1

7

Yadkin Rd Widening, FAMPO006-H:
From Yadkin Rd ACP to Lake Valley Dr (SR 3499) | 2.3 miles
The proposal is to widen to 4-lane divided (23' Raised Median) with Curb & Gutter, Bike Lanes, and Sidewalks. This shall take into consideration multi-modal travel.

8

Santa Fe Dr (SR 1437) Improvements, FAMPO007-H:
From Yadkin Rd (SR 1415) to NC 24 (Bragg Blvd) | 1.63 miles
The proposal is to convert existing 5-lane undivided roadway (4-lanes w/center turn lane) to 4-lane median divided roadway w/23' raised concrete median, curb & gutter and sidewalks.

9

Morganton Rd Intersection Improvement, FAMPO008-I:
Morganton Rd and Bonanza Dr | 0.62 miles
Upgrade to multi-lane facility, add raised median and remove the center left turn lane. Include Intersection improvement to alleviate the congestion.

10

Morganton Rd Intersections Improvement, FAMPO009-I:
Morganton Rd and All American Exp | 0.24 miles
Upgrade multi-lane facility, add raised median and remove the center left turn lane. Include Intersection improvement to alleviate the congestion.

11

Additional connections for NC 59 and Rockfish Rd, FAMPO010-H:
Additional connections between NC 59, Camden Road, and Rockfish Road west of Golfview Road | 1.62 miles
Provide additional connections between NC 59, Camden Road, and Rockfish Road west of Golfview Road.

12

Hoke Loop Rd Widening, H090635:
From Raeform Road to Cliffdale Road | 2.45 miles
The project recommendation is to upgrade to a 4-lane divided (23' Raised Median) facility with Curb & Gutter, Bike Lanes and sidewalks.

13

NC 210 Widening, H090657-A:
From NC 24/ NC 87 to Overhills Rd (SR 1120) | 9.58 miles
The proposal is to widen from 2 Lane Undivided to 4B - 4 Lane Divided (23' Raised Median) with Paved Shoulders and Sidewalks.

Highway Class:



Highway Class: Congestion Access Management Modernization Other (Safety, etc.) Bridge/Intersection

HIGHWAY RECOMMENDATIONS

PAGE 2

14

US 13 Improvements, H090761-A:

From I-95 to US 421 in Simpson County | 7.31 miles

The proposal is to widen from 2-lanes to 4A - 4 Lane Divided (46' Depressed Median) with Paved Shoulders.

15

Buffalo Lake Rd Widening, H090837:

From NC 87 to SR 1141 (Alpine Drive / Micro Lake Road) | 2.99 miles

The project proposal for this section is a 4-lane divided (23' Raised Median) facility with Paved Shoulders and Sidewalks.

16

Golfview Rd Widening/ Black Bridge Rd Widening, H111242:

From SR 1112 (Rockfish Road) to Lake Upchurch Drive | 3.09 miles

The proposal is to widen from 2-lane undivided to 4-lane divided (23' Raised Median) with Paved Shoulders and Sidewalks.

17

Stoney Point Rd Widening, H111247:

From Lindsey Road to SR 1102 (Gillis Hill Road) | 2.17 miles

The proposal is to widen from 2 Lane Undivided to 4B - 4 Lane Divided (23' Raised Median) with Paved Shoulders and Sidewalks

18

Rockfish Rd / Stoney Point Road Widening, U-6072A:

From SR 1003 (Camden Road) to SR 1102 (Gillis Hill Rd) | 4.8 miles

The proposal is to widen from 2 Lane Undivided to 4F - 4 Lane Divided (17'-6" Raised Median) with Curb & Gutter, Bike Lanes, and Sidewalks

20

I-95 Widening, H129200-D&E::

From I-95 Business/US 301 (Exit 40) to I-95 Business/US 301 (Exit 56) | 14.73 miles

This project, I-95 From US 301 (Exit 40) to North of I-95 Business/US 301 (Exit 56) is to widen I-95 to eight lanes. It is a Statewide Mobility project that assists with congestion and mobility.

21

NC 20 Modernization, H150581:

From US 401 Business (East Central Avenue) to planning area boundary | 9.06 miles

The Project proposal is to modernize NC 20 by adding turn lanes where appropriate and pave shoulders.

22

NC 24/ NC 87 Widening, H150694-A:

From NC 24 in Spout Springs to SR 1117 (Nursery Road) | 3.81 miles

The proposal is to widen from 4 Lane with Median - Partial Control to 6B- 6 Lane Divided (27' Median with Jersey Barrier with Paved Shoulders, 55-70mph

23

NC 24/ NC 87 Widening, H150694-B:

From SR 1117 (Nursery Road) to SR 1451 (Manchester Road) | 3.22 miles

The proposal is to widen from 4 Lane with Median - Partial Control to 6A - 6 Lane Divided (46' Depressed Median) with Paved Shoulders

24

NC 87 Upgrade, H151005:

From SR 2212 (Doc Bennette Road) to Sand Hill Road / Upton Tyson Road | 3.77 miles

The proposal is to upgrade from an arterial to a superstreet design and convert existing at-grade intersections to reduce conflict intersections (RCI).

25

Strickland Bridge Rd Widening, H171024:

From Fisher Road to SR 1112 (Stoney Point Road) | 1.58 miles

The proposal is to widen from 2 Lane Undivided to 4B - 4 Lane Divided (23' Raised Median) with Paved Shoulders and Sidewalks.

26

Rim Rd Widening, H171190:

From US 401 (Raeform Road) to SR 1400 (Cliffdale Road) | 2.35 miles

The proposal is to widen from 2 Lane Undivided to 4B - 4 Lane Divided (23' Raised Median) with Paved Shoulders and Sidewalks.

27

McArthur Rd Widening, H171354:

From Andrews Road to US 401 (Ramsay Road) | 3.28 miles

The proposal is to widen from 2 Lane Undivided to 4B - 4 Lane Divided (23' Raised Median) with Paved Shoulders and Sidewalks.

29

Buffalo Lake Rd Upgrade, H171913:

From SR 1141 (Alpine Drive, Micro Tower Road) to NC 27 | 1.57 miles

The proposal is to widen from 2 Lane Undivided to 4C - 4 Lane Divided (23' Raised Median) with Curb & Gutter and Sidewalks.

- 30** **Cliffdale Rd Extension, H172037:**
From SR 1400 (Cliffdale Road) to SR 1403 (Gillis Hill Road) | 2.79 miles
The proposal is to construct new roadway with 4-lane divided (23' Raised Median) with Curb & Gutter, Bike Lanes and Sidewalks.
- 31** **NC 690 (Vass Road) Improvements, H191554:**
From NC 24/ NC 87 to Nursery Road and from Lamont Rd Extension to Moore County Line | 3.24 miles
The project connects to the Proposed Spring Lake Western Bypass project and Longstreet Road ACP on Fort Bragg. The project recommendation is to widen to construct turn lanes and paved shoulders.
- 32** **Turnpike Road (SR-1251) Improvements, H192127:**
From US 401 to SR 1311 (Mockingbird Hill Road) | 1.09 miles
The project proposal for H192127 includes widening of lanes, shoulder, and addition of turn lanes.
- 33** **US-401 BYP (Country Club Drive) Improvements, H192433:**
From NC 210 (Murchison Road) to US 401 (Ramsey Street) | 2.25 miles
Upgrade existing multi-lane facility with continuous center left turn lane to add raised center median with access management improvements. Include bicycle and pedestrian accommodations and bus pullouts.
- 34** **US-401 BYP (Pamalee Drive) Improvements, H192435:**
From NC 24/NC 87 (Bragg Boulevard) to NC 210 (Murchison Road) | 2.31 miles
Upgrade existing multi-lane facility with continuous center left turn lane to add raised center median with access management improvements. Include bicycle and pedestrian accommodations and bus pullouts.
- 35** **Russell Street Modernization, H193215:**
From Robeson Street to Cape Fear River Trail near Person Street | 1.36 miles
H193215 was first created in SPOT 6.0. This project may be a analyze for road-diet considerations.
- 36** **Spring Lake Western Bypass, H193239:**
From NC 24/ 87 to Longstreet Road ACP | 14.24 miles
This project, Spring Lake Western Bypass from NC 24/87 to Longstreet Road ACP recommends improving Nursery Rd, NC 690 (Vass Rd), Lamont Rd, Longstreet Rd and building Lamont Rd Extension on new location.



- 37** **NC 27 Improvements, HARN0012-H:**
From NC 24 to Docs Rd (SR 1116) | 8.14 miles
NC 27 between NC 24 and the proposed US 401 Bypass, was first identified in the 2011 Harnett County CTP, as a widening project. The CTP project proposal (Local ID HARN0012-H) is to provide a four-lane boulevard facility with a 30-foot grass median.
- 38** **NC 87 Improvements, HARN0015-H:**
From NC 24 to NC 27 | 3.15 miles
The CTP project proposal (Local ID HARN0015-H) is to improve a four-lane expressway facility with raised median and convert existing intersections to reduce conflict intersections (RCI).
- 39** **Cameron Hill Road (SR 1108) Improvements, HARN0024-H:**
From Hillmon Grove Road (SR 1106) to NC 24 | 5.74 miles
This Project, was first identified in the 2011 Harnett County CTP, as a minor widening improvement. This road does not meet the modern standards. It is recommended to be upgraded to 12 foot lanes with paved shoulders to improve mobility and connectivity.
- 40** **Doc Rd (SR 1116) Improvements, HARN0026-H:**
From NC 27 to Nursery Road (SR 1117) | 3.19 miles
This Project, was first identified in the 2011 Harnett County CTP, as a minor widening improvement. This road does not meet the modern standards. It is recommended to be upgraded to 12 foot lanes with paved shoulders to improve mobility and connectivity.
- 41** **Nursery Road (SR 1117) Improvements, HARN0027-H:**
From NC 27 to NC 87 | 6.4 miles
Nursery Road Improvements project, was first identified in the 2011 Harnett County CTP, as a widening project. The CTP project proposal (Local ID HARN0027-H) is to provide a four-lane boulevard facility with a 30-foot grass median.
- 42** **Overhills Rd /Anderson Creek School Rd, HARN0028-H:**
From Nursery Rd to Lemuel Black Rd | 6.04 miles
The proposed project, first identified in the Harnett CTP, is a four-lane divided facility with a speed limit of 45-55 miles/hour and sidewalks.



43

Overhills Road (SR 1120) Improvements, HARN0029-H:*From NC 210 to Elliot Bridge Road (SR 2045) | 3.02 miles*

This Project, was first identified in the 2011 Harnett County CTP, as a minor widening improvement. This road does not meet the modern standards. It is recommended to be upgraded to 12 foot lanes with paved shoulders to improve mobility, safety and/or to accommodate multimodal improvements.

44

Ray Rd Improvements, HARN0030-H:*From Overhills Rd (SR 1120) to Nursery Rd (SR 1117) | 2.15 miles*

The project proposal is to upgrade the roadway to current standards and provide turn lanes where needed. This project subinitial in SPOT 6.0 includes a roundabout at the intersection of Ray Road and Nursery Road.

45

Lemuel Black Road (SR 1125) Improvements, HARN0031-H:*From Anderson Creek Road (SR 2064) to Nursery Road (SR 1117) | 4.35 miles*

This Project, was first identified in the 2011 Harnett County CTP, as a minor widening improvement. This road does not meet the modern standards. It is recommended to be upgraded to 12 foot lanes with paved shoulders to improve mobility and connectivity.

46

Tingen Rd (SR 1139) Improvements, HARN0032-H:*from NC 27 to Proposed Highland School Rd | 2.49 miles*

This Project, was first identified in the 2011 Harnett County CTP, as a minor widening improvement. This road does not meet the modern standards. It is recommended to be upgraded to 12 foot lanes with paved shoulders to improve mobility and connectivity.

47

Micro Tower Rd (SR 1141) Improvements, HARN0033-H:*From Buffalo Lake Rd (SR 1115) to Doc's Rd (SR 1116) | 2.92 miles*

This Project, was first identified in the 2011 Harnett County CTP, as a minor widening improvement, as a minor widening improvement. Tingen Road (SR 1139) from NC 27 to DL Phillips Lane (SR 2138) is recommended to be improved to a 3-lane minor thoroughfare with a center turn lane.

48

Elliot Bridge Road (SR 2045) Improvements, HARN0050-H:*From US 401 to NC 210 | 8.3 miles*

This Project, was first identified in the 2011 Harnett County CTP, as a minor widening improvement. This road does not meet the modern standards. It is recommended to be upgraded to 12 foot lanes with paved shoulders to improve mobility and connectivity.

49

Bethel Baptist Road (SR 2048) Improvements, HARN0051-H:*From Elliot Bridge Road (SR 2045) to NC 210 | 3.45 miles*

This Project, was first identified in the 2011 Harnett County CTP, as a minor widening improvement. This road does not meet the modern standards. It is recommended to be upgraded to 12 foot lanes with paved shoulders to improve mobility and connectivity.

50

Shady Grove Road (SR 2050) Improvements, HARN0052-H:*From NC 210 to Elliot Bridge Road (SR 2045) | 3.48 miles*

This Project, was first identified in the 2011 Harnett County CTP, as a minor widening improvement. This road does not meet the modern standards. It is recommended to be upgraded to 12 foot lanes with paved shoulders to improve mobility and connectivity.

51

Highland School Rd Ext, HARN0059-H:*From Buffalo Lake Road (SR 1115) to Tingen Rd (SR 1139) | 0.92 miles*

The project proposal is to construct a two-lane minor thoroughfare with 12 foot lanes from Buffalo Lake Road (SR 1115) to Tingen Road to the south of the school campus. There is a recommendation for a sidewalk along the entire length of the proposed project.

52

Blanton Road Extension, H193220:*From Blanton Road to Villagio Place | 0.41 miles*

The proposal is to extend Blanton Rd to Villagio Place with cross section 21- 2 Lane Divided (23' Raised Median) with Curb & Gutter and Sidewalks.

53

I-95 Widening, I-5986A:*From I-95 Business/US 301 (Exit 56) to SR 1002 (Long Branch Road- Exit 71) | 14.01 miles*

This project, I-95 From I-95 Business/US 301 (Exit 56) to SR 1811 (Bud Hawkins Road) (Exit 70), is a Statewide Mobility project that assists with congestion and mobility.

54

I-95 Widening, I-5987:*From US 301 (Exit 22) to North of I-95 Business/US 301 (Exit 40) | 3.8 miles*

This project, I-95 From US 301 (Exit 22) to North of I-95 Business/US 301 (Exit 40) is to widen I-95 to eight lanes. It is a Statewide Mobility project that assists with congestion and mobility.

55

NC 24 / 27 Widening, R-2529:*From Moore County Line to NC 87 | 3.36 miles*

This project, widening of NC 24/ NC 27, to a 4-lane boulevard, is a Statewide Mobility project that assists with congestion and mobility.

Highway Class:

 Congestion

 Access Management

 Modernization

 Other (Safety, etc.)

 Bridge/Intersection

 Congestion

 Access Management

 Modernization

 Other (Safety, etc.)

 Bridge/Intersection

 Bridge/Intersection


56

US401 Widening, R-2609:

From Multi-Lanes North of Stocumb Road in Cumberland County to NC 217 near Linden | 8.34 miles
The project proposal is to upgrade US 401 from North of Stocumb Road in Cumberland County to NC 217 near Linden to 4A- 4 lane divided (46' depressed median) with paved shoulder. It is a Regional Impact project that assists with congestion and mobility.

57

US 401 Improvements, R-3333:

From Turnpike Rd to FAMPO planning boundary | 2.18 miles
The project proposal for US 401 Business North of Laurinburg to US 401 Business East of Raeford is to construct passing lanes, turning lanes, and paved shoulders.

58

NC 211 Widening, R-5709:

From US 15501 in Aberdeen and east of West Palmer Street (SR 1244)/Mockingbird Hill Road (SR 1311) | 4.01 miles
The NCDOT proposes to widen NC 211 to a four-lane divided roadway with a grass median from US 15-501 in Aberdeen (Moore County) to east of SR 1244 (West Palmer Street) / SR 1311 (Mockingbird Hill Road) in Raeford (Hoke County), a distance of approximately 15.4 miles.

59

NC 71 Improvements, ROB0010-H:

From NC 71 (north of Mc Neill St.) to NC 71 (west of Parkton municipality limits) | 0.07 miles
The project proposal is to improve NC 71 to 2-lane with center left turn lane and sidewalks.

60

Parkton Bypass, ROB0008-H:

From NC 71 (North of Parkton Downtown) to NC 71 (West of Parkton Downtown) | 1.23 miles
The project proposal is to build Parkton Bypass, a 2-lane with center left turn lane and sidewalks.

61

Reilly Rd Widening, U-2710:

From SR 3569 (Old Raeford Road) to SR 1400 (Cliffdale Road) | 2.25 miles
Widen Reilly Road (SR 1403) from Old Raeford Road (SR 3569) to Cliffdale Road (SR 1400). Reilly Road (SR 1403) is currently a two-lane facility. It is recommended to widen to four-lane (raised median) with Curb & Gutter, Bike Lanes and sidewalks.

62

Legion Rd Widening, U-2809A:

From SR 1131 (Cameron Road) to NC 162/ SR 1363 (Elk Road) | 1.32 miles
The proposal is to widen from 2 Lane Undivided to 4C - 4 Lane Divided (23' Raised Median) with Curb & Gutter, and Sidewalks. This shall take into consideration multi-modal travel.

Highway Class:

 Congestion
  Access Management
  Modernization

 Other (Safety, etc.)
  Bridge/Intersection


63

Camden Road Widening, U-3422:

From NC 59 (Hope Mills Road/ N. Main Street) to Future I-295 | 3.68 miles
The project proposal is to widen and improve approximately 3.7 miles of existing Camden Road (SR 1003) from the future Fayetteville Outer Loop (I-295) west to NC 59 (Hope Mills Road/ N. Main Street) in Cumberland County.

64

Bunce Rd Widening, U-3424:

From US 401 (Raeford Road) to SR 1400 (Cliffdale Road) | 1.35 miles
The project proposal is to widen SR 1410 & SR 1411 (Bunce Road) from SR 1400 (Cliffdale Road) to US 401 (Raeford Road), in Fayetteville. The widening will convert Bunce Road from its current two-lane configuration to a four-lane, median-divided facility.

65

Ramsey St Widening, U-4403:

From NC 24/210 (Grove Street) to Martin Luther King Jr. Freeway | 8.5 miles
The North Carolina Department of Transportation (NCDOT) proposes to widen US 401/ US 401 BUS/ SR 3950 (Ramsey St.) from NC 24 (Grove St.) to North of SR 1710 (Slocomb Rd) to Multi-Lanes.

66

Cliffdale Road Widening, U-4404:

From McPherson Church Road) to SR 1404 (Morganton Road) | 0.94 miles
The proposed project is to implement roadway improvements on Cliffdale Road. Roadway improvements may include adding turn lanes where needed and bike/ped accommodations.

67

Raeford Road Median, U-4405:

From Old Raeford Road to Robeson Street | 6.05 miles
NCDOT recommends the Best Fit Widening Alternative as the preferred alternative. This alternative best meets the purpose of the project and minimizes impacts to both the human and natural environments.

68

All American Freeway (SR 1007) Widening, U-4414:

From SR 1151 (Owen Drive) to North of SR 1437 (Santa Fe Drive) | 5.64 miles
The proposal is to widen All American Freeway from Owen Drive to I-295 (Fayetteville Outer Loop) in Cumberland County from 2-lanes to 3-lanes in each direction.

Highway Class:

 Congestion
  Access Management
  Modernization

 Other (Safety, etc.)
  Bridge/Intersection


69

Cameron Road Widening, U-4706:  *From NC 59 to Legion Road | 0.25 miles*

The proposal is to widen Cameron Road to a 4-lane median-divided facility with sidewalks from NC 59 to Legion Road.

70

Rockfish Road / Golfview Road Widening, U-4709:  *From SR 1115 (Golfview Road) / SR 1112 (Rockfish Road) to NC 59 (Main Street) | 1.05 miles*

The proposal is to widen from 2-lane undivided to 4-lane divided (17.5' Raised Median) with Curb & Gutter, Bike Lanes, and Sidewalks.

71

NC 210 Improvements, U-4900:*From I-295 to South of US 401 Bypass | 2.08 miles*

The proposal is to convert NC 210 to a 4-lane median divided facility to include Access Management improvements such as replacing the continuous center left turn lane with a raised median, directional crossovers, U-turn bulb outs and bicycle and pedestrian accommodations.

72

NC 210 (Murchison Road) Improvements, U-5015:  *From Langdon Street US 401 Bypass | 1.79 miles*

Widen to construct raised center median, implement Access Management treatment, construct intersection improvements and provide bicycle and pedestrian accommodations on both sides of the roadway.

73

NC 210 (Murchison Road) Improvements, H192430:  *From Rowan Street to Langdon Street | 1.25 miles*

Widen roadway to add raised center median and bicycle and pedestrian accommodations (sidewalk and multi-use path). Include multi-lane roundabouts at Cumberland Street, Filter Plant Drive, WT Brown/Coley Drive and Langdon Street.

74

Shaw Road/ Rosehill Rd-Stacy Weaver Improvements, U-5101:  *From US 401 (Ramsey Street) to NC 24 (Bragg Boulevard) | 6.67 miles*

The project proposal is to provide a continuous multilane east-west corridor between Bragg Blvd and Ramsey Street. An interchange was proposed at Murchison Road to provide a grade separation with the CSX railroad located just east of Murchison Road.

Highway Class:

 Congestion
  Access Management
  Modernization
  Other (Safety, etc.)
  Bridge/Intersection

HIGHWAY RECOMMENDATIONS

PAGE 11



75

Wayside Road Widening, U-5753:*From Plank Road to US 401 | 1.64 miles*

Project U-5753 proposes to widen and extend SR 1305 (Wayside Road), US 401 to Plank Road, and SR 1418 (Lindsay Road), US 401 to SR 1406. The proposed typical section consists of a four-lane divided section with a raised grass median up to 17.5 feet in width and shoulder section.

76

Gillis Hill Road Widening, U-5798:  *SR 1102 (Gillis Hill Road), US 401 (Raeform Road) to SR 1418 (Lindsay Road) in Cumberland and Hoke Counties | 2.27 miles*

The project proposal is to widen Gillis Hill Road to a four-lane, median divided facility. The project will also replace the structurally deficient and functionally obsolete Bridge No. 250075 over Little Rockfish Creek.

77

Spring Lake NC 24/NC 87 Improvements, U-5802:*From NC 210 (Lilington Hwy) to SR 1451 (Manchester Rd) | 1.31 miles*

The North Carolina Department of Transportation (NCDOT) proposes to improve existing facility by adding access management and other improvements.

78

Rockfish Road and Gillis Hill Road Extension, U-5857/U-5707:*From Camden Road (SR 1003) to Lindsay Road (SR 1418) | 4.11 miles*

Project U-5857/U-5707 proposes to widen Rockfish Road (SR 1406) and extend Gillis Hill Road (SR 1420) approximately 1.5 miles on new location. The proposed typical section consists of a four-lane divided section with a raised grass median and shoulder section.

79

Lindsay Road Widening, U-5858:*From US 401 to SR 1406 (Rockfish Road) | 2.9 miles*

Project U-5858 proposes to widen and extend SR 1305 (Wayside Road), US 401 to Plank Road, and SR 1418 (Lindsay Road), US 401 to SR 1406. The proposed typical section consists of a four-lane divided section with a raised grass median up to 17.5 feet in width and shoulder section.

80

Manchester Rd Interchange, U-5930:*NC 24 and Manchester Road (SR 1451) | 2.28 miles*

Project proposes to convert the existing at-grade intersection to an interchange along with roadway improvements.

Highway Class:

 Congestion
  Access Management
  Modernization
  Other (Safety, etc.)
  Bridge/Intersection

HIGHWAY RECOMMENDATIONS

PAGE 12



81

NC 59 (South Main Street) Widening, U-6001:

From SR 1243 (Shipman Road) to SR 1118 (Pakton Road) | 1.27 miles

The project proposes to widen NC 59 from 2-lanes to 4-lanes with curb and gutter and raised median. This shall take into consideration multi-modal travel.

82

Camden Rd Widening, U-6051:

From Proposed I 295 to SR 1406 (Rockfish Road) in Hoke County | 1.92 miles

The proposal is to widen Camden Road to a 4-Lane Median-Divided Facility with sidewalks at SR 1003 from SR 1406 (Rockfish Road) to Fayetteville Loop (Proposed I-295) in Hoke and Cumberland Counties.

84

Rockfish Rd Widening, U-6072B:

From SR 1003 (Camden Road) to SR 1115 (Golfview Road) | 1.55 miles

The proposal is to widen from 2 Lane Undivided to 4J - 4 Lane Divided (23' Raised Median) with Curb & Gutter, Bike Lanes, and Sidewalks. Widening the road will help address the capacity issue.

85

Fisher Road Improvements, U-6073:

From : SR 1140 (Strickland Bridge Road) to NC 162 (Bingham Drive) | 2.1 miles

Widen Fisher Road to four lanes divided with bicycle lanes and sidewalks with a four leg roundabout at the Lakewood Drive intersection. The superstreet configuration along the corridor would improve safety conditions by implementing access management & reducing the conflict points.

86

US 401 (Robeson Street) Improvements, U-6152:

From US 401 (RaeFord Road) to Walter Street | 2.75 miles

The project recommendation for US-401 Business (Robeson Street) from US-401 (RaeFord Road) to Walter Street is to improve the roadway with proposed typical section of a 4-lane divided, curb and gutter, sidewalks and multi-use path.

87

Cliffdale Rd Access Management, U-6209:

From McPherson Church Road to SR 1403 (S. Rolly Road) | 3.84 miles

Construct a concrete median with directional crossovers along Cliffdale Road from SR 1403 (Rolly Road) to McPherson Church Road.

88

Strickland Bridge Road widening, U-6210:

From US 401 to Fisher Road | 1.88 miles

Strickland Bridge improvements include widening to multilanes with sidewalks on both sides.

89

Ireland Road Widening, U-6213:

From SR 1141 (Cumberland Road) to US 401 (RaeFord Road) | 2.2 miles

The project recommendation for Ireland Rd (SR 1219) from US 401 (RaeFord Rd) to Cumberland Rd (SR 1141) is to widen to 4-lane divided, curb and gutter, sidewalks and bike lanes.

90

Bragg Boulevard Improvements, U-6229:

From US 401 (Skibo Road) to Glenville Ave | 2.53 miles

The project recommendation is to replace the existing median and guardrail with raised median, addition of pedestrian signals at major cross streets and resurfacing the existing pavement.

91

Rosehill Road Improvements, W-5806C:

From Shaw Mill Road (SR 1614) to US 401 | 1.36 miles

Construct 1-lane mini-roundabouts at Rosehill Road (SR 1615)/ Tamarack Drive and Rosehill Road (SR 1615)/ Landau Road.

92

Townsend Rd (SR 1410) Improvements, FAMPO011-H:

From Rockfish Rd (SR 1406) to Johnson Mill Rd (SR 1409) | 1.66 miles

This route is not up to current standards. It is recommended to be upgraded to 12 foot lanes with paved shoulders to improve mobility, safety and/or to accommodate multimodal improvements.

93

Fayetteville Outer Loop (I-295), U-2519:

From US 401 (RaeFord Road) to I-95 in Robeson County | 14.61 miles

The proposal is to complete the outer loop by building a new 4 lane highway on a new location. This highway cross section would be 4A - 4 Lane Divided (46' Depressed Median) with Paved Shoulders.

94

NC 24 Upgrade, H183932:

I-95 Fayetteville to Jacksonville | 9.66 miles

Convert NC 24 to an Interstate Highway from Fayetteville to Jacksonville Cumberland, Sampson, Duplin, and Onslow Counties NCDOT Divisions 3 & 6

101

NC 59 (N Main St) & Rockfish Rd (SR 1112) Intersection, FAMPO001-I:

NC 59 (N Main St) & Rockfish Rd (SR 1112) | 0.0 miles

NC 59 / Rockfish Road - Add a second left-turn lane on northbound NC 59.

102 Camden Rd (SR 1003 & NC 59 (Hope Mills Rd) Intersection, FAMPO004-I:

Camden Rd (SR 1003 & NC 59 (Hope Mills Rd) | 0.0 miles

The CTP project proposal (FAMPO004-I) is to further study the alternatives identified in the 2018 HopeMills Congestion management Plan (CMP)

103 NC 162 (George Owen Rd) & NC 59 (Hope Mills Rd) Intersection, FAMPO005-I:

NC 162 (George Owen Rd) & NC 59 (Hope Mills Rd) | 0.0 miles

NC 59 / NC 162 - convert left turns to fully protected phasing on NC 162 and add a second left-turn lane on westbound NC 162.

104 NC 162 (George Owen Rd) & Camden Rd (SR 1003) Intersection, FAMPO006-I:

NC 162 (George Owen Rd) & Camden Rd (SR 1003) | 0.0 miles

NC 162 / Camden Road - convert left turns to fully protected phasing on Camden Road.

105 NC 162 (Elk Rd) & Legion Rd (SR 1132) Intersection, FAMPO007-I:

NC 162 (Elk Rd) & Legion Rd (SR 1132) | 0.0 miles

NC 162 / Legion Road - Add a second left-turn lane on westbound NC 162.

106 US 401 Bus (Skibo Road) and Cliffdale Road Intersection Improvement, U-6133:

US 401 Bus (Skibo Road) and Cliffdale Road Intersection | 0.0 miles

107 Nursery Road and NC 24/ NC 87 Intersection Improvement, U-5933:

Nursery Road and NC 24/ NC 87 Intersection | 0.0 miles

108 I-95 and I-295/ US 13 Interchange Improvement, H171460:

I-95 and I-295/ US 13 Interchange | 0.0 miles

111 US 401 (Skibo Road) Rail Crossing Improvements, FAMPO001-R:

US 401 (Skibo Road) Grade Separation at Aberdeen & Rockfish Rail Line | 0.0 miles



Highway Class: ■ Congestion ■ Access Management ■ Modernization ■ Other (Safety, etc.) ● Bridge/Intersection

112 Glensford Drive (SR 1596) Rail Crossing Improvements, FAMPO002-R:

Glensford Drive (SR 1596) Grade Separation at Aberdeen & Rockfish Rail Line | 0.0 miles

113 S Mcpherson Church Road Rail Crossing Improvements, FAMPO003-R:

S Mcpherson Church Road Grade Separation at Aberdeen & Rockfish Rail Line | 0.0 miles

114 I-95 Bus (Eastern Blvd) Rail Crossing Improvements, FAMPO004-R:

I-95 Bus (Eastern Blvd) Grade Separation at CSX Rail Line | 0.0 miles

115 US 401 (Country Club Dr) Rail Crossing Improvements, R193241:

US 401 (Country Club Dr) Rail Crossing Improvements at CSX Rail Line | 0.0 miles

116 Langdon Street CSX Rail Crossing Improvements, R193242:

Langdon Street Rail Crossing Improvements at CSX AE Rail Line | 0.0 miles

117 Rock Hill Rd (SR 1835) and Dunn Rd (SR 1838) Intersection Improvement, HS-2006G:

Rock Hill Rd (SR 1835) and Dunn Rd (SR 1838) Intersection | 0.0 miles

118 W. Russell Street CSX Rail Crossing Improvements, R193243:

W. Russell Street Rail Crossing Improvements at CSX AF Rail Line | 0.0 miles

119 Shaw Mill Road CSX Rail Crossing Improvements, R193244:

Shaw Mill Road Rail Crossing Improvements at CSX AE Rail Line | 0.0 miles

120 Hay Street CSX Rail Crossing Improvements, R193245:

Hay Street Rail Crossing Improvements at CSX A Rail Line | 0.0 miles

121 Hay Street CSX Rail Crossing Improvements, R193254:

Hay Street Rail Crossing Improvements at CSX AE Rail Line | 0.0 miles



Highway Class: ■ Congestion ■ Access Management ■ Modernization ■ Other (Safety, etc.) ● Bridge/Intersection

- 122

Beard Road CSX Rail Crossing Improvements, R193255:

Beard Road CSX Rail Crossing Improvements at A Line | 0.0 miles
- 123

Cumberland Street CSX Rail Crossing Improvements at AE Line, R193257:

Cumberland Street CSX Rail Crossing Improvements at AE Line | 0.0 miles
- 124

Cumberland Street CSX Rail Crossing Improvements at A Line, R193258:

Cumberland Street CSX Rail Crossing Improvements at A Line | 0.0 miles
- 125

US 401 Bus (Ramsey St) Rail Crossing Improvements, R193259:

US 401 Bus (Ramsey St) Rail Crossing Improvements at Norfolk Southern Rail Line | 0.0 miles
- 126

Cumberland Street NS Rail Crossing Improvements, R193260:

Cumberland Street NS Rail Crossing Improvements at VF Line | 0.0 miles

PUBLIC TRANSPORTATION AND RAIL RECOMMENDATIONS

Proposals that address identified needs through 2045



FAMPO & CUMBERLAND COUNTY

Inset A

Comprehensive Transportation Plan

Public Transportation and Rail Features

Proposal ID#	Existing	Proposed
Urban Fixed Bus Corridors	1	2
Regional Bus Corridors	3	4
Rural Fixed Bus Corridors	5	6
Fixed Guideway	7	8
Amtrak / Freight Route	9	10
Current Railroad	11	12
Transit Facility	13	14
Park and Ride Lot	15	16
Amtrak Station	17	18
Intermodal Terminal	19	20



FAMPO
Mid-Carolina RPO
Studied Roads

Denotes Highway Incidental ★



Full report at:
Tinyurl.com/FAMPOCTP



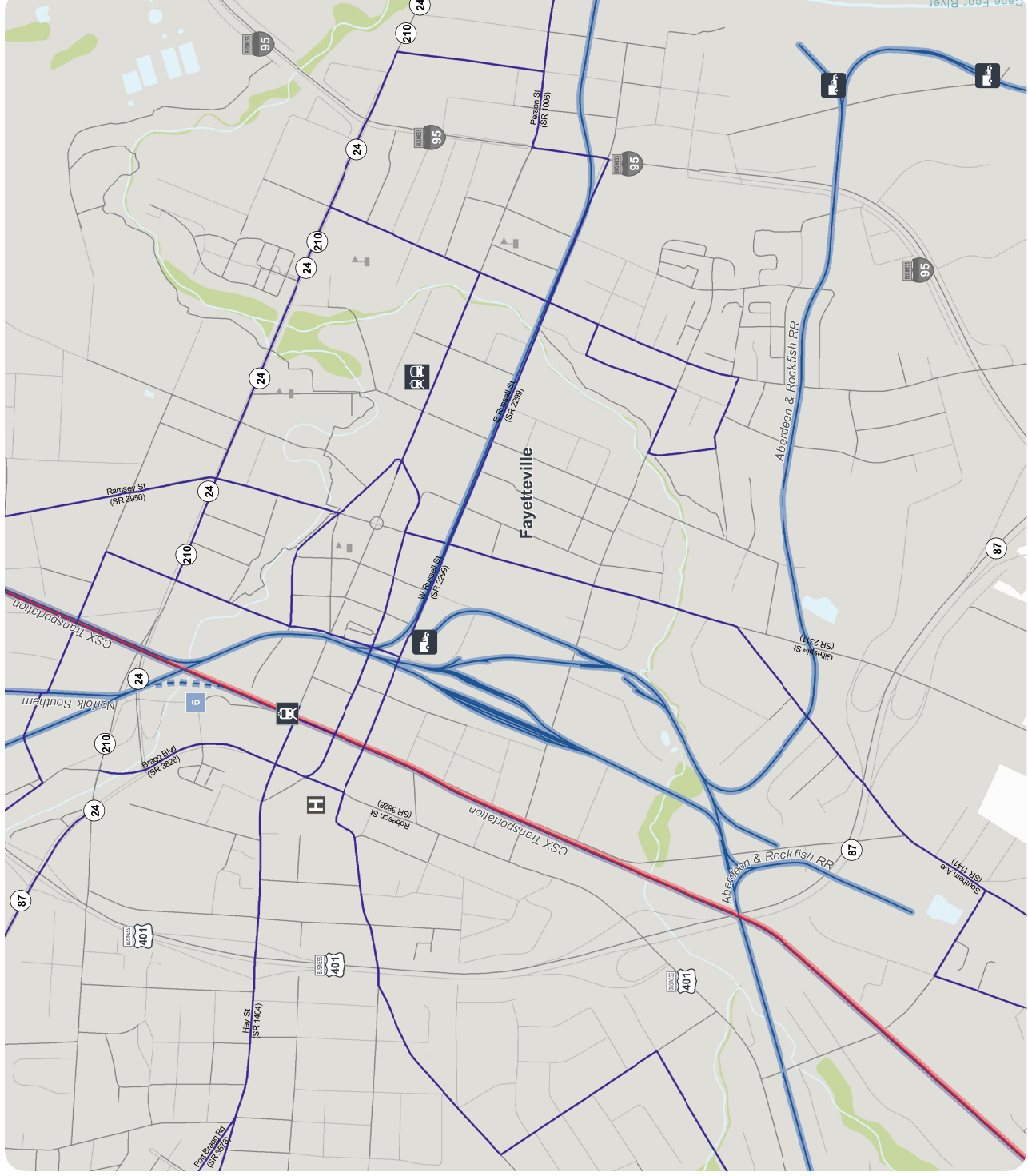
Sheet 3A of 4

Base map date: November 07, 2019

Legal Disclaimer

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DRAFT
Plan Date: April 21, 2021



FAMPO & Cumberland County
Public Transportation and Rail
Recommendations

- 1

NC 87 – Bus Route, HARN0001-T:
From Cumberland County to Buffalo Lake Road (SR 1115) | 6.01 miles
- 2

Harnett County Fixed Deviated Rout, HARN0002-T:
From Buffalo Lake Road (SR 1115)- Micro Tower Road- Doc's Road- Nursery Road | 18.93 miles
- 3

Raeform Extension, FAMPO0001-T:
From Cumberland County to Raeform in Hoke County | 19.48 miles
- 4

Hope Mills Extension, FAMPO004-T:
From Hope Mills to I-95/ Chickenfoot Road | 19.56 miles
- 5

Spring Lake Extension, FAMPO005-T:
From Spring Lake to Harnett County | 1.01 miles
- 6

Fort Bragg Spur Improvements, P-4901A: 
Railroad Connector track between CSX 'A' line and 'AE' Line | 0.16 miles

BICYCLE / PEDESTRIAN RECOMMENDATIONS

Proposals that address identified needs through 2045



FAMPO & CUMBERLAND COUNTY Comprehensive Transportation Plan

Bicycle and Pedestrian Features

Proposal ID # Existing Proposed

Bicycle

Pedestrian

Bicycle and Pedestrian Bridge

Other Features

FA



Full report at:
Tinyurl.com/FAMPOCTP



Sheet 4 of 4

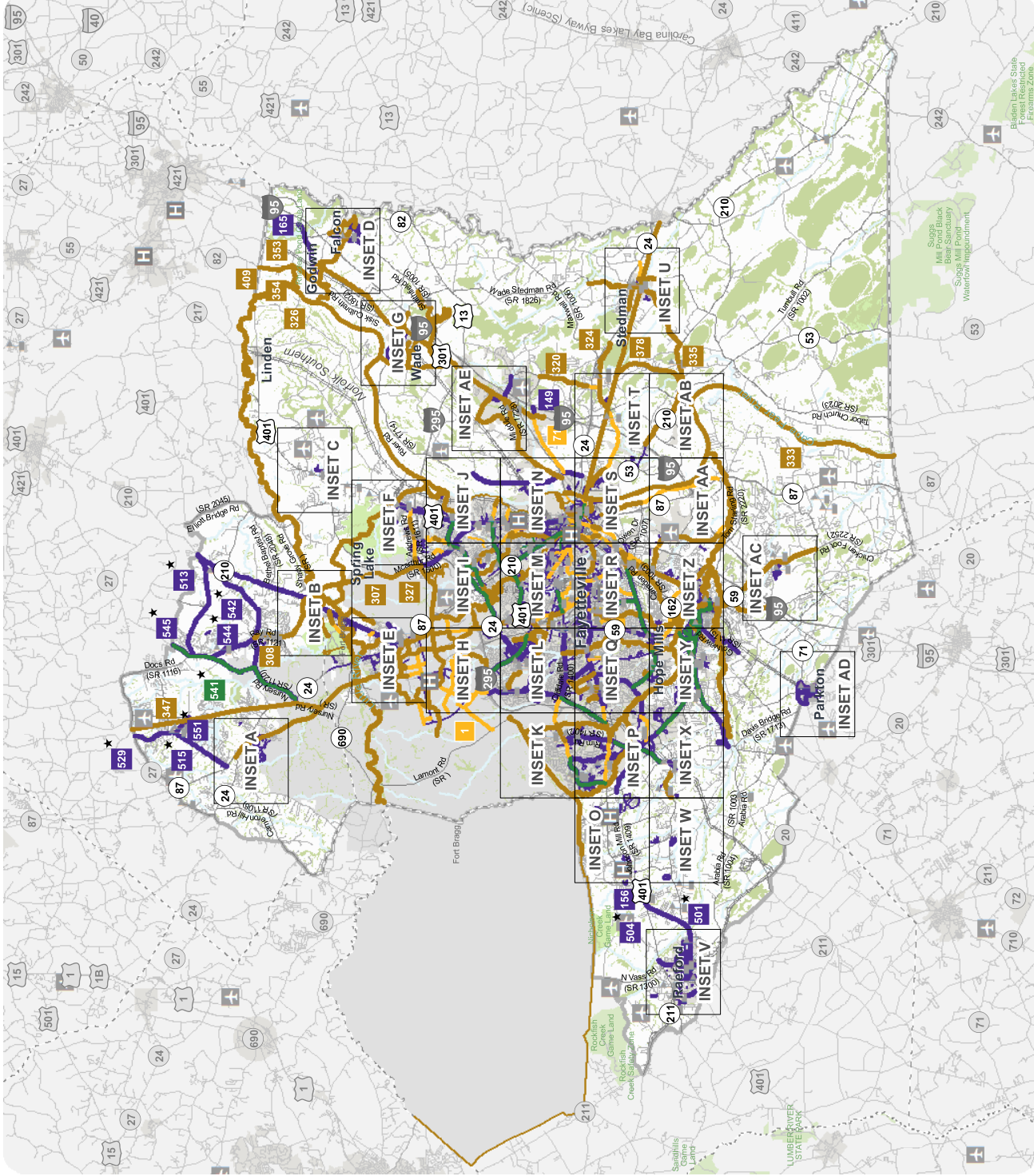
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DRAFT

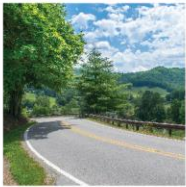
Plan Date: April 21, 2021





NORTH CAROLINA

Department of Transportation



FAMPO/ Cumberland County Comprehensive Transportation Plan (CTP)

Hemal Shah

NCDOT – Transportation Planning Division (TPD)

April 2023

What is a CTP?

- A CTP stands for Comprehensive Transportation Plan.
- What is a Comprehensive Transportation Plan?
- A CTP is a long-range planning document for a given municipality/county that will assist local governments in making transportation decisions for the next 25-30 years. The CTP shows the future plans for roadways, pedestrian routes, bicycle paths, bus transit, passenger rail and other transportation facilities. These maps will show existing conditions (such as environmental conditions and bridge conditions), along with future needs for each mode.

Benefits:

- Common long range vision for multi-modal facilities between NCDOT, MPOs, RPOs and local governments.
- More detailed project information for Programming and Project Development.
- Better integration of transportation planning with land use planning.

Existing Transportation and Land Use Plans

Transportation Plans

Fayetteville Urban Area Thoroughfare: 1992
FAMPO Metropolitan Transportation Plan: 2019
Cumberland County CTP Working Map: 2013

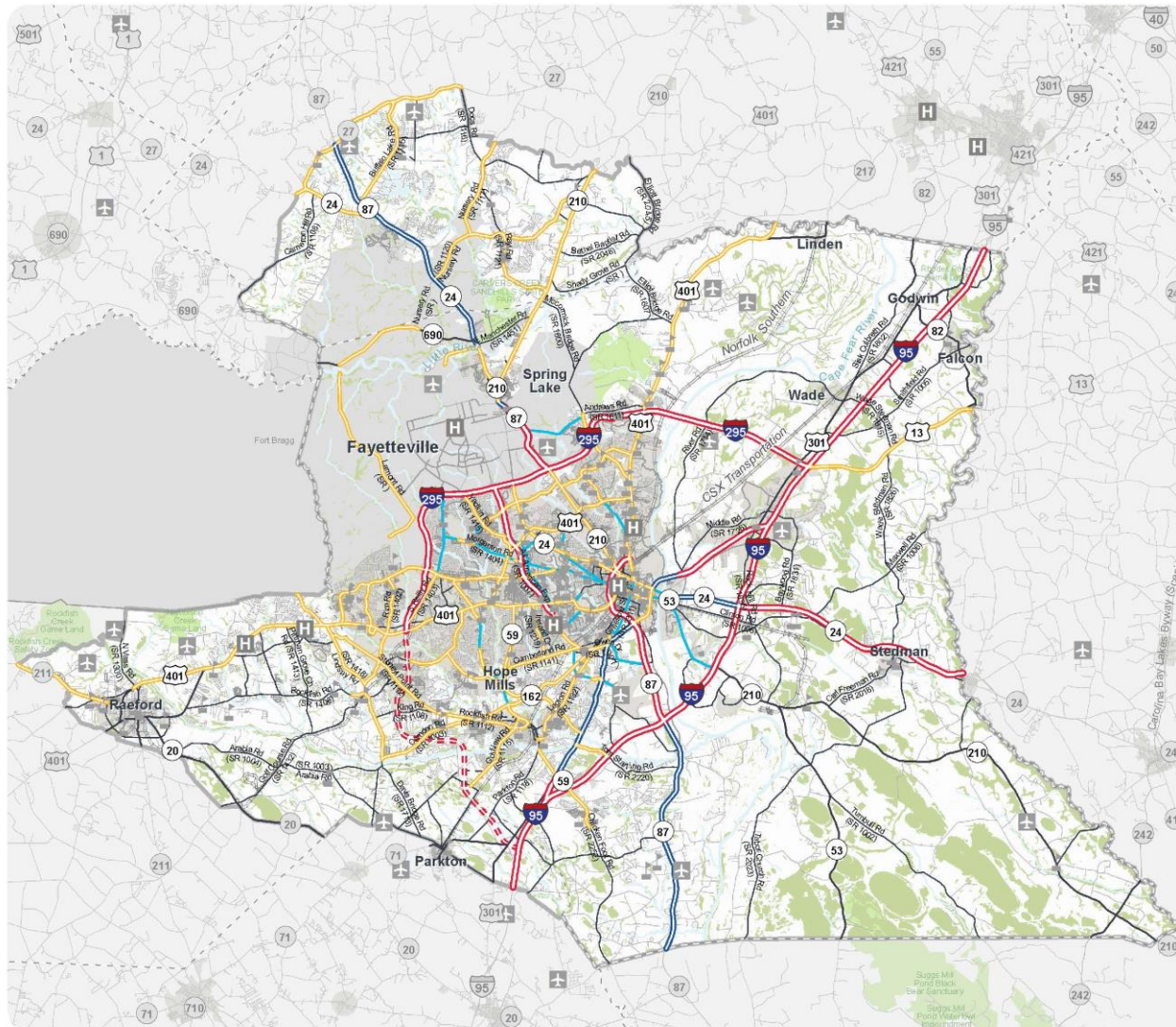
Land Use Plans

City of Fayetteville 2040 Future Land Use Plan – 2020
Stedman Area LU Draft Plan: 2019
Eastover Area Land Use Plan: 2018
Vander Land Use Plan: 2017
Southeast Cumberland Land Use Plan: 2016
South Central Land Use plan: 2015
Various Area Land Use Plans.



Local Bike and Ped projects

- 2045 FAMPO MTP Bike and Ped Element: Fayetteville MPO 2045 MTP Bicycle and Pedestrian Plan is based on the following locally adopted plans.
 - City of Fayetteville Pedestrian Plan (2018)
 - Town of Hope Mills Congestion Management Plan (2018)
 - Fort Bragg Comprehensive Transportation Systems Plan (2018)
 - Harnett County Comprehensive Transportation Plan (2017)
 - FAMPO 2040 Metropolitan Transportation Plan (2014)
 - Southwestern Cumberland County and Northeastern Hoke County Multi- Modal Congestion Management Plan (2013)
 - FAMPO Walks & Bikes Connectivity Study (2011)
 - Raeford Road Corridor Study (2010)
 - FAMPO Bicycle and Pedestrian Plan (2009)
 - Spring Lake Multi-Modal Congestion Management Plan (2009)
 - Cumberland County 2030 Growth Vision Plan (2008)
 - Fayetteville Cumberland Parks & Recreation Master Plan (2006)
- City of Fayetteville Bicycle Plan (2020)
- Shapefiles received from Mid-Carolina RPO



FACILITY TYPES

Facility classifications for mobility and control of access planning through 2045



FAMPO & CUMBERLAND COUNTY

Comprehensive Transportation Plan

Facility Types and Control of Access
(Listed in Order of Mobility Function)

	Projected	New Location
Freeway		
Expressway (Multilane Divided)		
Boulevard (Multilane Divided)		
Major Thoroughfare (Multilane Undivided)		
Major Thoroughfare (2 Lane)		
Minor Thoroughfare		

Other Features

Studied Roads



FAMPO

Mid-Carolina RPO



Full report at:
Tinyurl.com/FAMPOCTP

0 1 2 4 6 8 Miles

Sheet 1 of 4

Base map date: November 07, 2019

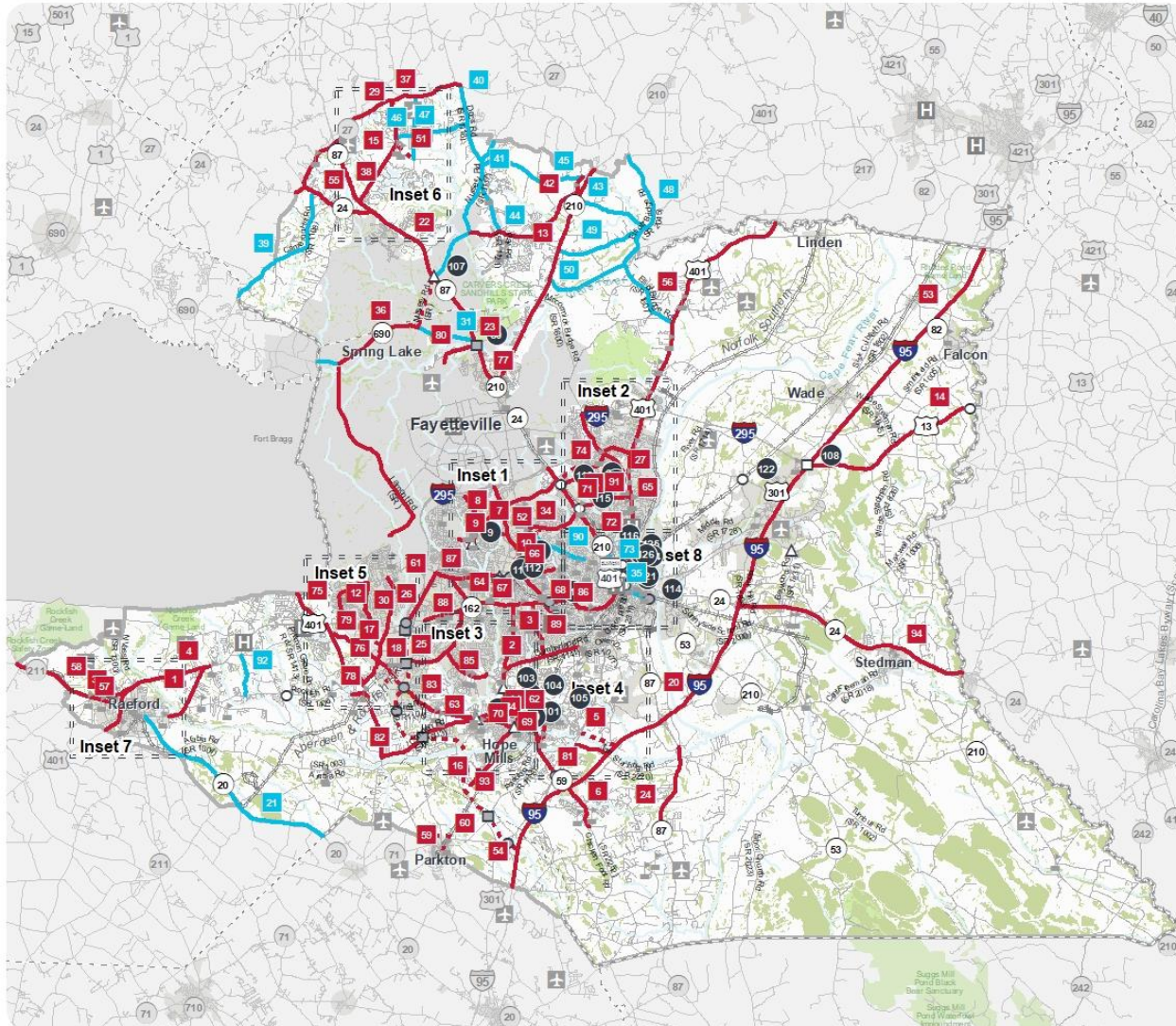
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DRAFT

Plan Date: April 21, 2021

Highway Recommendations



HIGHWAY RECOMMENDATIONS

Proposals that address identified needs through 2045



FAMPO & CUMBERLAND COUNTY

Comprehensive Transportation Plan

Highway Features

Proposal ID # Improve New Location

Congestion / Mobility (e.g., add lanes)		
Access Management / Operations (e.g., add median)		
Modernization (e.g., widen lanes, add turn lanes)		
Other (e.g., safety, economic development)		
Interchange		
Bridge / Overpass		
Intersection		

Other Features

Studied Roads



FAMPO



Mid-Carolina RPO

Full report at:
Tinyurl.com/FAMPOCTP



0 1 2 4 6 8
Miles

Sheet 2 of 4

Base map date: November 07, 2019

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DRAFT
Plan Date: April 21, 2021

Highway Recommendations



FAMPO & Cumberland County Highway Recommendations

1**US 401 Business Widening, FAMPO001-H:** *From US 401 (Fayetteville Rd) to Oakdale Gin Rd (SR 1403) | 2.56 miles*

The proposal is to widen from 2-lane undivided to 2-lane with center left turn lane where needed, with curb and gutter and sidewalks.

2**Cumberland Road Widening, FAMPO002-H:** *From Owen Dr (SR 1007) to NC 59 (Hope Mills Road) | 3.13 miles*

The proposal is to widen from Major Thoroughfare Multi-lane to to 4-lane divided (23' Raised Median) with Curb & Gutter, and Sidewalks

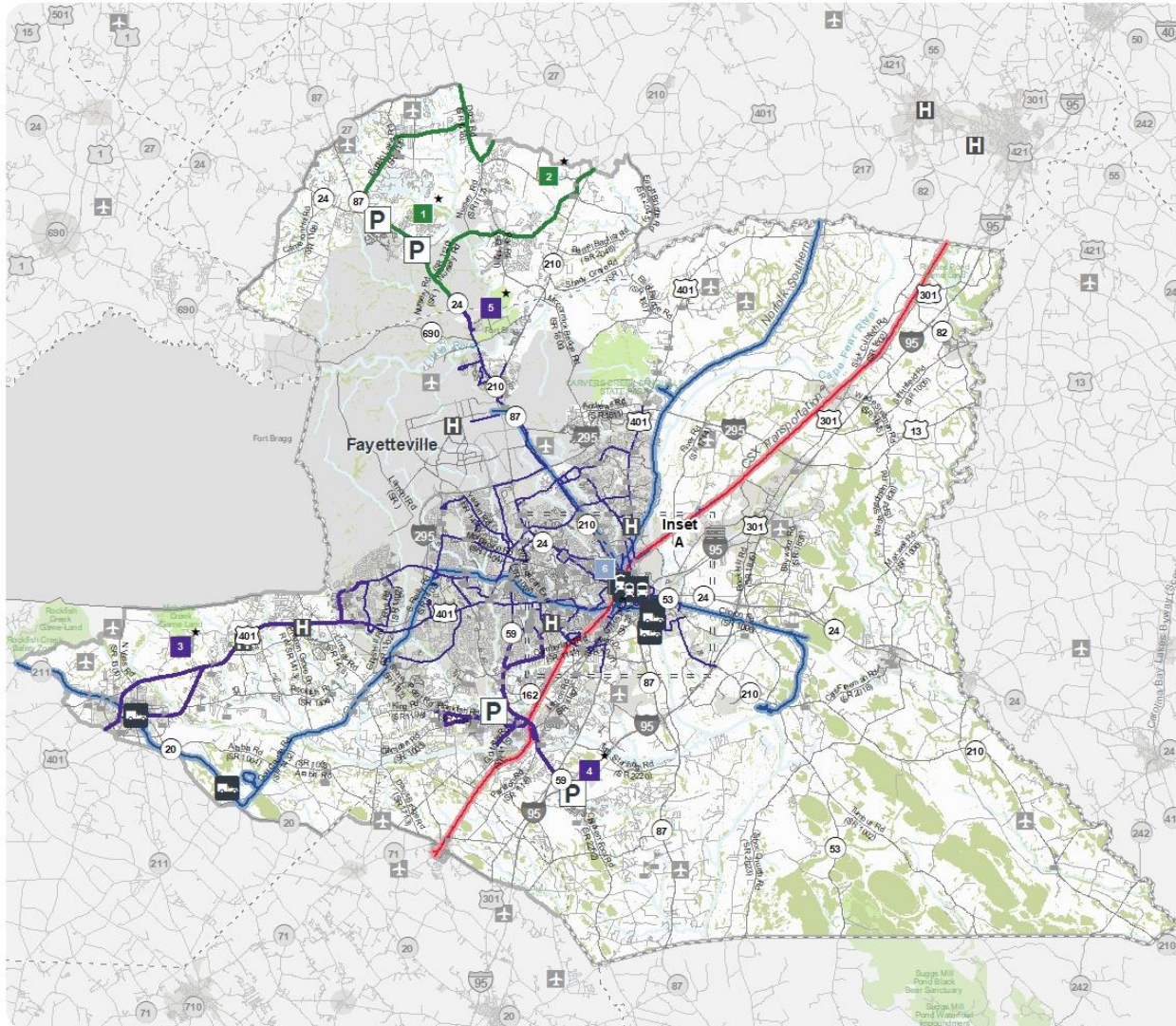
3**NC 59 (Hope Mills Rd) Widening, FAMPO003-H:** *From NC 162 (George Owen Rd) to US 401 Bus (Raeford Rd) | 3.32 miles*

The proposal is to convert existing 4-lane undivided roadway w/TWLTL to 4-lane median divided roadway w/raised concrete median, curb & gutter and sidewalks.

4**US 401 Improvements, H193055:***From Club Pond Rd to Turnpike Rd | 3.23 miles*

The project proposal is to upgrade US 401 to a Superstreet facility. This project will connect to the existing superstreet design on US 401 east of the Town of Raeford in Hoke County.

Public Transportation & Rail Map



PUBLIC TRANSPORTATION AND RAIL RECOMMENDATIONS

Proposals that address identified needs through 2045



FAMPO & CUMBERLAND COUNTY Comprehensive Transportation Plan

Public Transportation and Rail Features

Proposed	Existing	Proposed
Urban Fixed Bus Corridors	Regional Bus Corridors	Rural Fixed Bus Corridors
Fixed Guideway	Amtrak / Freight Route	Current Railroad
Transit Facility	Park and Ride Lot	Amtrak Station
Intermodal Terminal		



FAMPO

Mid-Carolina RPO

Studied Roads

Denotes Highway Incidental



Full report at:
tinyurl.com/FAMPOCTP

0 1 2 4 6 8 10 Miles

Sheet 3 of 4

Base map date: November 07, 2019

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DRAFT
Plan Date: April 21, 2021

Public Transportation & Rail Recommendations



FAMPO & Cumberland County Public Transportation and Rail Recommendations

1

NC 87 – Bus Route, HARN0001-T:

From Cumberland County to Buffalo Lake Road (SR 1115) | 6.01 miles

2

Harnett County Fixed Deviated Rout, HARN0002-T:

From Buffalo Lake Road (SR 1115)- Micro Tower Road- Doc's Road- Nursery Road | 18.93 miles

3

Raeford Extension, FAMPO001-T:

From Cumberland County to Raeford in Hoke County | 19.48 miles

4

Hope Mills Extension, FAMPO004-T:

From Hope Mills to I-95/ Chickenfoot Road | 19.56 miles

5




Spring Lake Extension, FAMPO005-T:




From Spring Lake to Harnett County | 1.01 miles


6

Fort Bragg Spur Improvements, P-4901A:

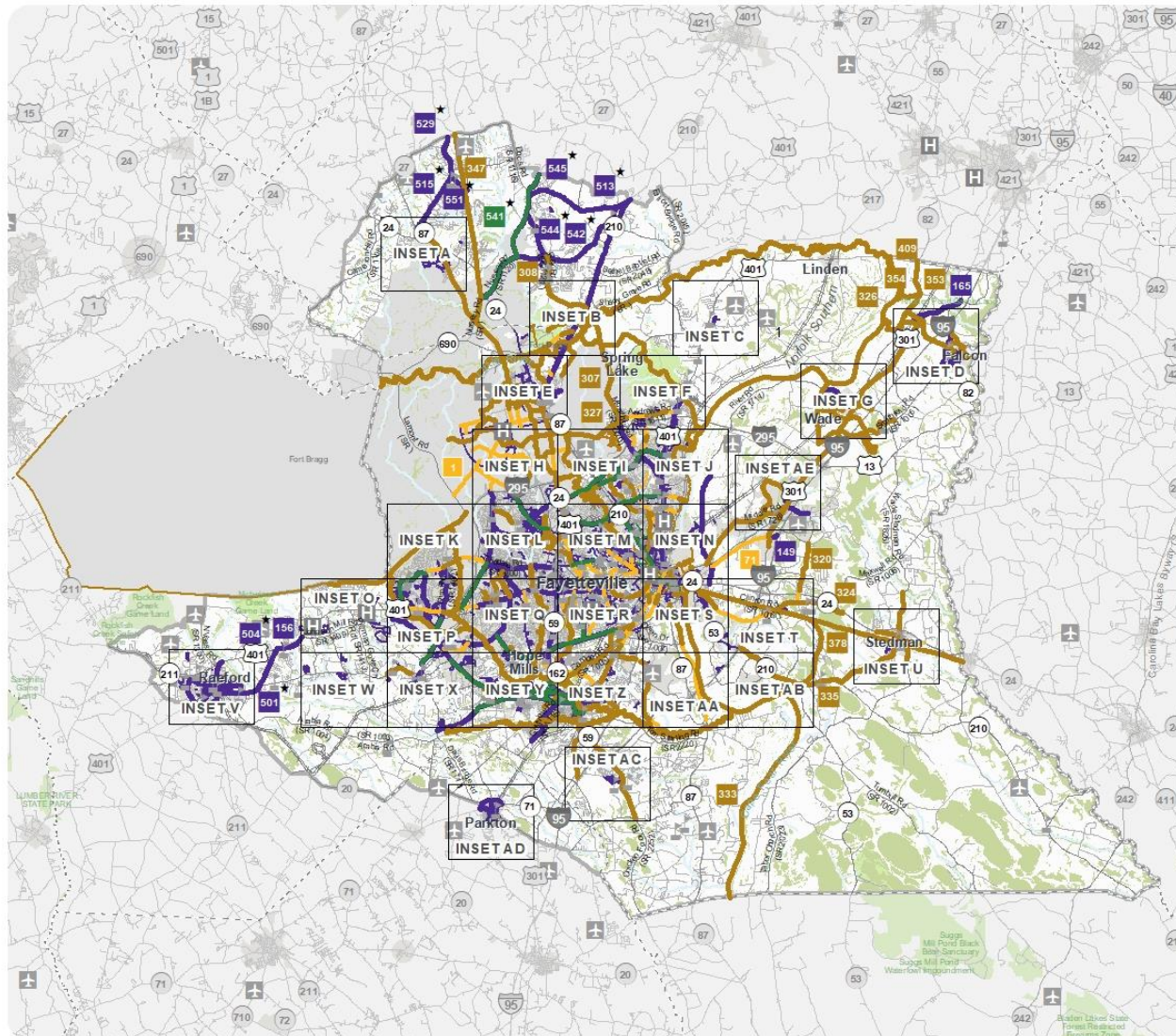
Railroad Connector track between CSX 'A' line and 'AE' Line | 0.16 miles

Public Trans/Rail Class:  Urban Bus Corridor  Regional Bus Corridor  Rural Bus Corridor  Fixed Guideway

 Amtrak/Freight Route  Park and Ride or Multimodal  Amtrak/Light Rail Station or Intermodal Terminal

★ Denotes Highway Incidental  Current Railroad

Bicycle and Pedestrian Map



BICYCLE / PEDESTRIAN RECOMMENDATIONS

Proposals that address identified needs through 2045



FAMPO & CUMBERLAND COUNTY

Comprehensive Transportation Plan

Bicycle and Pedestrian Features

	Proposal ID #	Existing	Proposed
Bicycle	13		
Pedestrian	13		
Bicycle and Pedestrian	13		
Multiuse Path	13		
Bicycle and Pedestrian Bridge	13		
Denotes Highway Incidental	13		

Other Features

	Studied Roads
	FAMPO
	Mid-Carolina RPO



Full report at:
Tinyurl.com/FAMPOCTP

0 1 2 4 6 8 10 Miles

Sheet 4 of 4

Base map date: November 07, 2019

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DRAFT
 Plan Date: April 21, 2021

Bicycle and Pedestrian Recommendations



FAMPO & Cumberland County Bicycle and Pedestrian Recommendations

1

Fort Bragg Facilities, FAMPO001-B:

Fort Bragg Area Bicycle Improvements | 18.32 miles

This project is within Fort Bragg. This project addresses the gaps in the system and connects to existing sidewalks and proposed FAMPO046-M, FAMPO027-M FAMPO104-M projects.

2

Sandclay Dr, FAMPO002-B:

From NC 210 to McCormick Bridge Rd | 0.47 miles

This project provides connection between proposed FAMPO006-M and FAMPO008-M projects.

3

E Manchester Rd, FAMPO003-B:

From Brinkley Dr (SR 1679) to Little River Rd (SR 1684) East of Harps St | 0.68 miles

This Project provides connection between proposed FAMPO004-M and FAMPO043-M projects.

4

Chapel Hill Rd, FAMPO004-B:

From Chapel Hill Rd (SR 2597) to Mimosa Dr (SR 4406) | 0.2 miles

This Project provides connection between proposed FAMPO011-M and FAMPO029-B projects.

Bike/Ped Class:  Bicycle  Pedestrian  Bike and Ped  Multiuse Path  Bike/Ped Bridge

★ Denotes Highway Incidental

Next Steps

- CTP Adoption by
 - FAMPO (Adopted on September 28, 2022)
 - Cumberland County
 - Town of Godwin (Adopted March 20, 2023)
 - Town of Falcon (Adopted March 6, 2023)
 - Town of Linden (Adopted March 21, 2023)
 - Town of Wade (Adopted on November 8, 2022)
 - Town of Stedman (Adopted on November 3, 2022)
 - NCDOT Board of Transportation
- Endorsement by Mid-Carolina RPO (Endorsed on October 26, 2022)

Future Questions or Concerns?

Contact: Hemal Shah, Project Engineer

by phone: (919) 707-0992 or email: hjshah@ncdot.gov

Behshad Norowzi, Coastal Planning Group Supervisor

by phone: (919) 707-0920 or email: bnorowzi@ncdot.gov

Darius Sturdivant, PE, Division Planning Engineer

by phone: (910) 364-0600 or email: ddsturdivant@ncdot.gov

Mike Rutan, Mid-Carolina Rural Planning Organization

by phone: (910) 323-4191 or email: mrutan@mccog.org

Hank Graham, Fayetteville Area Metropolitan Planning Organization

by phone: (910) 678-7622 or email: hgraham@co.cumberland.nc.us



PLANNING AND INSPECTIONS DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF APRIL 17, 2023

TO: BOARD OF COUNTY COMMISSIONERS

FROM: HANK GRAHAM, FAMPO EXECUTIVE DIRECTOR

DATE: 4/3/2023

**SUBJECT: REQUEST TO AMEND FY23 COMMUNITY TRANSPORTATION
PROGRAM (CTP) BID AWARD TO INCLUDE EDTAP SERVICES FOR
CHAPMAN MANAGEMENT COMPANY**

BACKGROUND

An evaluation committee consisting of five members of the Transportation Advisory Board (TAB) met Thursday, April 21, 2022 to review the Cumberland County Community Transportation Program provider proposals. The Transportation Advisory Board then met on Thursday, April 26, 2022 to review and approve the recommendations from the evaluation committee for the following proposals: Section 5310 Transportation (5310) Employment Transportation (EMPL), Rural General Public Transportation (RGP), Area Agency on Aging Medical Transportation (AAA Medical), Area Agency on Aging General Transportation (AAA Gen), and Elderly and Disabled Medical Transportation (EDTAP).

The proposals were rated on proposal response, qualifications and experience, references, Disadvantaged Business Enterprise (DBE) efforts, and value for cost.

After review and approval of the bid awards by the Board of Commissioners at the May 16, 2022 Regular Meeting, Chapman Management Company was approved for the following contracts: 5310, EMP, RGP, AAA Gen and AAA Medical, at the rate of \$30.00. EDTAP at the rate of \$30.00 should have been included on the original May 16, 2022 agenda, but was inadvertently not included. Staff seeks approval of this singular bid to move forward with developing a contract for this service with Chapman Management Company.

RECOMMENDATION / PROPOSED ACTION

At their April 11, 2023 Agenda Session meeting, the Board of Commissioners approved placing this item on the Consent Agenda of the April 17th, 2023 Regular Meeting for approval.

ATTACHMENTS:

Description

MAY 16, 2022 BOCC Action Agenda

CTP FY23 Contractor Bid Summary

Type

Backup Material

Backup Material

ACTION AGENDA
CUMBERLAND COUNTY BOARD OF COMMISSIONERS
COURTHOUSE - ROOM 118
MAY 16, 2022
6:45 PM

INVOCATION - Commissioner Jimmy Keefe

PLEDGE OF ALLEGIANCE -

Fayetteville-Cumberland Youth Council Members

Laiya Davis
Jaedyn Daniels

Recognition of 2022 Governor's Volunteer Service Awards

Individuals

Wilma Hernandez – Fayetteville Urban Ministry Adult Literacy Education Center
Duncan Harling – BSA Venturing Crew 32, AL Post 32 SAL Squadron 32
Stacey Buckner – Medallion Winner – Veterans Affairs Hospital / ServiceSource Employee
Jerel D. McGeachy, Jr. – East Freedom Council #33 Knights of Pythagoras
Casey Ferris – Hope Mills Area Chamber of Commerce
Jacqueline Crawford – Army Community Service
Patricia Ann Archie Jackson – Fayetteville-Cumberland County Senior Citizens Advisory Commission

Organizations/Groups

Duncan Harling, Jacob Dahman, Julia Dahman, Philip Ryan, Sean Ryan, Luke Frassel, Owen Walkinshaw, Patrick Cook, Liam Creasey and Logan Williamson - BSA Venturing Crew 32, AL Post 32
Bertha Council, John McCauley and Carol Ivey - U.S. Army Airborne & Special Operations Museum

PUBLIC COMMENT PERIOD

REQUEST TO REMOVE ITEM 4.E. FROM AGENDA

1. APPROVAL OF AGENDA

APPROVED WITH REMOVAL OF ITEM 4.E.

2. CONSENT AGENDA

- Approved** A. Approval of Proclamation Recognizing May 15-21, 2022 as National Public Works Week in Cumberland County
- Approved** B. Approval of Formal Bid Award for the Custom Two-Tone Paging System, DTMF and Monitoring, Contract Award, and Approval of Budget Ordinance Amendment B221150 for Emergency Services Department
- Approved** C. Approval of Budget Ordinance Amendments for the May 16, 2022 Board of Commissioners' Agenda
- Approved** D. Approval of Cumberland County Board of Commissioners Agenda Session Items
- Approved** 1. Fayetteville State University Innovation and Entrepreneurship Hub
- Approved** 2. Opioid Settlement Fund Grant Project Budget Ordinance #B220136
- Approved** 3. Set Legislative Hearing to Consider Moratorium or Ordinance Amendments
- Approved** 4. Request to Apply for the U.S. Department of Transportation Multimodal Project Discretionary Grant
- Approved** 5. FY23 Community Transportation Program Bid Tab for Proposed Services
- Approved** 6. Contract for Recycling Center Fire Protection Improvements
- Approved** 7. Resolution of Intent to Lease Real Property to Service Source Employment Services, Inc.
- Approved** 8. Amendments to the Overhills Park Water and Sewer District Rate Structure
- Approved** 9. Amendments to the NORCRESS Water and Sewer District Rate Structure
- Approved** 10. Refund of Excise Tax to the Law Offices of K. D. White

Evaluation Sheet FY22 Request for Proposals for Provision of the FY 2023 Cumberland County Community Transportation Program								
Vendor-Contractor		Proposed Rate per Trip		Terrasine Gardner			Totals	
			Response	Qual. & Exp	References	DBE Efforts		
			25 Points	25 Points	10 Points	10 Points		
1	B & W Transporting, Inc.	\$30.00	25	25	10	10	30	100
2	Famiks Transport, Inc.	\$34.00	25	25	10	10	30	100
3	Chapman Management Co.	\$30.00	25	25	10	10	30	100
4	Squared, LLC	\$58.00	25	20	10	0	15	70
Vendor-Contractor		Proposed Rate per Trip		Ashley Patterson			Totals	
			Response	Qual. & Exp	References	DBE Efforts		
			25 Points	25 Points	10 Points	10 Points		
1	B & W Transporting, Inc.	\$30.00	25	25	10	10	30	100
2	Famiks Transport, Inc.	\$34.00	25	25	10	10	27	97
3	Chapman Management Co.	\$30.00	20	20	10	10	30	90
4	Squared, LLC	\$58.00	25	20	10	0	20	75
Vendor-Contractor		Proposed Rate per Trip		Amber Gulch			Totals	
			Response	Qual. & Exp	References	DBE Efforts		
			25 Points	25 Points	10 Points	10 Points		
1	B & W Transporting, Inc.	\$30.00	25	25	10	10	30	100
2	Famiks Transport, Inc.	\$34.00	25	25	10	10	30	100
3	Chapman Management Co.	\$30.00	24	24	10	10	30	98
4	Squared, LLC	\$58.00	25	25	10	0	20	80
Vendor-Contractor		Proposed Rate per Trip		Nicole Willingham			Totals	
			Response	Qual. & Exp	References	DBE Efforts		
			25 Points	25 Points	10 Points	10 Points		
1	B & W Transporting, Inc.	\$30.00	25	25	10	10	30	100
2	Famiks Transport, Inc.	\$34.00	25	25	10	10	30	100
3	Chapman Management Co.	\$30.00	25	25	10	10	30	100
4	Squared, LLC	\$58.00	25	25	10	0	20	80
Vendor-Contractor		Proposed Rate per Trip		Nkechi Kamalu			Totals	Average Scores
			Response	Qual. & Exp	References	DBE Efforts		
			25 Points	25 Points	10 Points	10 Points		
1	B & W Transporting, Inc.	\$30.00	25	25	10	10	30	100
2	Famiks Transport, Inc.	\$34.00	25	25	10	10	30	99
3	Chapman Management Co.	\$30.00	20	20	10	10	30	96
4	Squared, LLC	\$58.00	20	20	10	0	70	75



AMERICAN RESCUE PLAN

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF APRIL 17, 2023

TO: BOARD OF COUNTY COMMISSIONERS

FROM: TYE VAUGHT, CHIEF OF STAFF

DATE: 4/11/2023

**SUBJECT: AMERICAN RESCUE PLAN COMMITTEE RECOMMENDATIONS AND
ASSOCIATED BUDGET ORDINANCE AMENDMENT B#230046**

BACKGROUND

The American Rescue Plan Committee met on April 4, 2023. The committee recommended the following items be placed on the April 11, 2023 agenda as items of consideration.

- (1) Consideration of ARP Grant Project Budget Ordinance Amendment #B230046
- (2) Consideration of Nonprofit Assistance Program Revision
- (3) Consideration of Nonprofit Funding Recommendations
- (3) Consideration of Emergency Shelter Generator Projects
- (4) Consideration to Purchase of AED pads for Volunteer Fire Department Use
- (5) Consideration of NORCRESS Matching Funds Request
- (6) Consideration of Library Hotspot and Service Funds Request
- (7) Consideration of Employee Child Care Center Funding Request
- (8) Consideration of Robin's Meadow Permanent Supportive Housing Development Funding Request

This item was presented during the April 11, 2023 Agenda Session meeting and was unanimously approved to be forwarded to the April 17, 2023 Board of Commissioners' meeting as a consent agenda item.

The ARP Committee approved through consensus on April 11, 2023 to extend the Nonprofit Assistance application deadline to May 7, 2023.

RECOMMENDATION / PROPOSED ACTION

Approval of the ARP Committee's recommendations.

ATTACHMENTS:

Description	Type
ARPA Grant Project Ordinance Amendment B230046	Backup Material
Nonprofit Assistance Program Revision	Backup Material
Nonprofit Funding Recommendations	Backup Material
Emergency Shelter Generator Projects	Backup Material
Defibrillators for use by Volunteer Fire Departments	Backup Material
NORCRESS Matching Funds Request	Backup Material
Library Hotspots and Service Request	Backup Material
Employee Child Care Center Presentation	Backup Material
Robins Meadow Permanent Supportive Housing	Backup Material

Clarence G. Grier
County Manager

Brian Haney
Assistant County Manager



Sally S. Shutt
Assistant County Manager

Heather Skeens
Assistant County Manager

Office of the County Manager

TO: BOARD OF COUNTY COMMISSIONERS

FROM: TYE VAUGHT, CHIEF OF STAFF

DATE: APRIL 4, 2023

SUBJECT: ARP GRANT PROJECT BUDGET ORDINANCE AMENDMENT #B230046

BACKGROUND

There are multiple projects outlined in the County's ARPA Grant Project Ordinance that have either been completed or have been fully encumbered. On March 31, 2022, the application period for the Small Business Economic Assistance Program (SBEAP) closed. Upon reviewing all application submissions, staff recommended that 60 for-profit small businesses receive Coronavirus State and Local Fiscal Recovery Funds (CSLFRF). Of the original \$3.5M allocation, \$1,844,768 has been encumbered, with \$1,655,232 unencumbered that staff recommends the ARP Committee allocate to Public Sector Workforce: Rehiring Public Sector Staff.

Currently, there is \$1.5M allocated for Affordable Housing: Rental Assistance. On October 13, 2022, the ARP Committee approved staff's recommendation to allocate \$500K towards the Emergency Rental Assistance Program (ERAP) administered by the County's Department of Social Services. No current projects are assigned for the use of the remaining \$1M for Rental Assistance. Staff recommends the ARP Committee allocate the remaining \$1M to Public Sector Workforce: Rehiring Public Sector Staff.

The County has partnered with Connect Holding II LLC DBA Brightspeed to participate in the Growing Rural Economies with Access to Technology (GREAT) grant, administered by the N.C. Department of Information Technology's (NCDIT) Broadband Infrastructure Office. The County is responsible for 50% of the \$567,974 project match (\$283,987), which would leave a remaining budget of \$716,013 of the original allocation (\$1M). Staff recommends the ARP Committee allocate the remainder to Public Sector Workforce: Rehiring Public Sector Staff.

RECOMMENDATION / PROPOSED ACTION

Staff requests that these budgetary considerations be forwarded to the April 17, 2023, Board of Commissioners Meeting as a Consent Agenda Item and approve ARP Grant Project Budget Ordinance Amendment #B230046.

DRAFT ARPA GRANT PROJECT ORDINANCE AMENDMENT #B230046

as of November 21, 2022

Ref #

April 17, 2023

ARPA Reporting Code	Fund 240 Expenditure Category	Project Description	Cost Object	Appropriation of CSLFRF Funds	Project Allocation Total	Appropriation of CSLFRF Funds	Appropriation of CSLFRF Funds as revised	Project Allocation Total
1.1	Public Health (2404551)	COVID19 Vaccinations - Cumberland County's self-funded claims costs for vaccinations	Claims	\$ 78,000.00	\$ 78,000	\$ (5,914)	\$ 72,086	\$ 72,086
1.2	Public Health (2404551)	COVID19 Testing - Cumberland County's self-funded claims costs for COVID19 testing	Claims	166,000	166,000		166,000	166,000
1.4	BOC Meeting Room	Physical plant changes to Public Facilities that respond to the COVID-19 Public Health Emergency	Engineering/C onstruction	3,000,000	3,000,000		3,000,000	3,000,000
1.6	Public Health (2404551)	Medical expenses - Cumberland County's self-funded claims costs for COVID19 treatment	Claims	956,000	956,000	5,914	961,914	961,914
1.8	Public Health (2404551)	COVID19 Assistance to Small Business (1.8)	Contracted Services	3,500,000	3,500,000	(1,655,232)	1,844,768	1,844,768
1.9	Public Health (2404551)	COVID19 Assistance to Non-Profits (1.9)	Contracted Services	3,500,000	3,500,000	(3,500,000)	-	-
2.2	Negative Economic Impacts (2404552)	Household Assistance: Rent, Mortgage, and Utility Aid Rental Assistance: Make funding available to assist renters at risk of eviction.	Contracted Services	1,500,000	1,500,000	(1,000,000)	500,000	500,000
2.10	Negative Economic Impacts (2404552)	Assistance to Unemployed or Underemployed Workers: Trade job training progma in partnership with FTCC, Mid-Carolina COG - Workforce Development, and Cumberland County Schools	Contracted Services	2,000,000	2,000,000		2,000,000	2,000,000
2.15	Negative Economic Impacts (2404552)	Long-term Housing Security: Affordable Housing - \$10M new construction of a multi-family housing development in the Shaw Heights neighborhood; \$2.7M new construction of a multi-family housing development in Robins Meadows-funding added to a \$3M state grant award to complete the project.	Engineering/C onstruction	12,700,000	12,700,000		12,700,000	12,700,000
3.2	Public Sector Capacity (2404553)	Public Sector Workforce: Rehiring Public Sector Staff Salary and benefit costs to restore employment to pre-pandemic levels	Salaries/ Benefits	4,564,000	4,564,000	6,871,245	11,435,245	11,435,245
5.5	Infrastructure (2404555)	Clean Water: Other Sewer Infrastructure - Construction of a sanitary sewer system to be located in the Shaw Heights neighborhood (QCT 24.01).	Engineering/C onstruction	9,300,000	9,300,000		9,300,000	9,300,000
5.15	Infrastructure (2404555)	Drinking Water: Other Water Infrastructure - Construction of a water system to be located in the Gray's Creek Water and Sewer District	Engineering/C onstruction	10,000,000	10,000,000		10,000,000	10,000,000
5.21	Infrastructure (2404555)	Broadband: Other projects Broadband expansion into underserved areas in partnership with the State of NC, and a vendor to be selected through a competitive RFP process	Contracted Services	1,000,000	1,000,000	(716,013)	283,987	283,987
6.1	Revenue Replacement (2404556)	Provision of Government Services Salaries and benefit costs of Public Safety Personnel	Salaries/ Benefits	10,000,000	10,000,000		10,000,000	10,000,000
7.1	Administration (2404557)	Administrative Expenses - 3.5 full time County positions and allocated portions of several staff to manage CSLFRF programs and compliance requirements. ARPA allows up to 10% of total award.			2,904,690			2,904,690
			Salaries	1,321,348			1,321,348	
			Benefits	389,281			389,281	
			Operating	125,335			125,335	
			Unassigned	1,068,726			1,068,726	
TOTAL				\$ 65,168,690	\$ 65,168,690	\$ -	\$ 65,168,690	\$ 65,168,690

American Rescue Plan (ARP) Fund 240

The Board is requested to approve Grant Project Ordinance Amendment B230046 to update the ARPA Grant Project Ordinance as approved by the BOC ARP Committee during the April 4, 2023 committee meeting and recommended by the full board during the April 11, 2023 Agenda Session meeting.

Clarence G. Grier
County Manager

Brian Haney
Assistant County Manager



Sally S. Shutt
Assistant County Manager

Heather Skeens
Assistant County Manager

Office of the County Manager

TO: BOARD OF COUNTY COMMISSIONERS
FROM: TYE VAUGHT, CHIEF OF STAFF
DATE: APRIL 4, 2023
SUBJECT: NONPROFIT ASSISTANCE PROGRAM REVISION

BACKGROUND

At the ARP Committee's November 4, 2022, meeting, staff presented the Nonprofit Fiscal Recovery and Assistance Program for the Committee's consideration. The consideration included a request to approve Policy No. 10-2.11: Nonprofit Fiscal Recovery and Assistance Program.

The policy limits funding to 501(c)3 and 501(c)19 tax-exempt organizations, a requirement imposed by the Department of the Treasury's Final Rule. The County's policy allowed nonprofit organizations to request up to \$50,000 for payroll and occupancy-related costs. Nonprofits were also required to hire or retain low-to-moderate income (LMI) full-time equivalent (FTE) positions.

Due to the restrictive guidelines required to utilize ARP funds, staff is seeking permission to revise the structure of the program in a manner that will allow other tax-exempt organizations to apply who may or may not have LMI FTEs and may not be structured as 501(c)3 or 501(c)19 tax-exempt organizations.

Under NCGS Section 160D-1311(a)(2), a local government is authorized to expend funds for programs concerned with employment, economic development, crime prevention, child care, health, drug abuse, education, and welfare needs of persons of low and moderate-income.

If the ARP Committee moves to revise the program's scope, staff recommends utilizing a similar structure to what is used to apply for and award Community Funding. A budget revision to the ARPA Grant Project Ordinance would be necessary to reallocate budgeted funds to free up capacity through Public Sector Workforce: Rehiring Public Sector Staff.

RECOMMENDATION / PROPOSED ACTION

Staff requests this revision to the Nonprofit Assistance program be forwarded to the April 17, 2023, Board of Commissioners Meeting as a Consent Agenda Item to administer the program using General Funds made available through freed-up capacity.

Clarence G. Grier
County Manager

Brian Haney
Assistant County Manager



Sally S. Shutt
Assistant County Manager

Heather Skeens
Assistant County Manager

Office of the County Manager

TO: BOARD OF COUNTY COMMISSIONERS
FROM: NOAH JOHNSON, NCACC STRATEGIC PROJECT COORDINATOR
DATE: APRIL 4, 2023
SUBJECT: NONPROFIT FUNDING RECOMMENDATIONS

BACKGROUND

The ARP staff committee has reviewed the first tranche of applications from nonprofit organizations seeking financial assistance from the Program for COVID-19 Assistance to Nonprofits. The committee has verified each applicant's eligibility to receive funding based on their public purpose and fiscal responsibility and is pleased to recommend approval for funding through the freed-up capacity of general funds.

Out of the 30 nonprofits that applied, 23 have been recommended for funding. These organizations serve a variety of public purposes, including providing health services, community development, youth development and education, and fire emergency services.

Each application was thoroughly evaluated, and the staff committee determined that all recommended applicants possess the necessary capacity to use the funding in a fiscally responsible manner while fulfilling their public purpose.

The staff committee's recommendations total \$1,119,919 for the first tranche of nonprofit applicants, contingent upon the successful execution of a contract with the County. If approved by the Board, each nonprofit organization approved for funding will receive a conditional award letter, which will allow them to respond and adjust their proposed budgets up to a limit of \$50,000 in requested funds.

RECOMMENDATION / PROPOSED ACTION

Staff requests that these budgetary considerations be forwarded to the April 17, 2023, Board of Commissioners Meeting as a Consent Agenda Item. Staff also requests approval of an enabling action for the County Manager or their designee to amend budgets for each nonprofit up to \$50,000 per applicant.

NONPROFIT FUNDING RECOMMENDATIONS – April 4, 2023

1. Beaver Dam Volunteer Fire Department

Beaver Dam Volunteer Fire Department is a full-service volunteer and career fire, rescue, and emergency medical care agency. They offer fire protection, rescue, and prehospital emergency medical services to their district and neighboring areas. They also provide Fire Life Safety Education programs to the public.

Request: \$50,000

Recommendation: \$50,000

2. Better Health of Cumberland County

Better Health of Cumberland County is a non-profit organization located in Fayetteville, founded in 1958. Its mission is to improve access and availability of healthcare services for underserved and low-income residents in Cumberland County. The organization offers several programs, including an Emergency Direct Aid Program, Diabetes Management Services, Medical Equipment Loan Program, and Fayetteville Fit. These programs provide medical and healthcare assistance, education, and resources to help improve the quality of life for Cumberland County residents.

Request: \$50,000

Recommendation: \$50,000

3. Boys and Girls Clubs of Cumberland County

The Boys and Girls Club of Cumberland County has a motto of "Whatever It Takes" and is dedicated to helping the youth of Cumberland County become valued and productive citizens. The organization develops and implements innovative and researched-based programs in six key areas, including creating safe places, providing mentorship, meeting mental health needs, bridging the workforce readiness gap, championing diversity, equity, and inclusion, and ensuring youth advocacy elevates issues impacting youth. The Boys and Girls Club of Cumberland County is committed to doing whatever it takes to help kids become their best selves and achieve great futures.

Request: \$50,000

Recommendation: \$50,000

4. Carolina Collaborative Community Care, Inc.

Carolina Collaborative Community Care, Inc. (4C) is a non-profit organization that provides patient-centered, well-coordinated, value-based care to patients in Cumberland and surrounding counties. They offer care management, disease management, and community resource connection services, partnering with local agencies on contracts and grants to provide health care supports and preschool development. Additionally, 4C works with community organizations and key partners to address public health initiatives and provides support to medical providers and practices through tailored education and training, quality improvement activities, and practice workflow assistance.

Request: \$50,000

Recommendation: \$50,000

5. Connections of Cumberland County

The mission of CCC is to empower single women and single women with children to become self-reliant by providing comprehensive case management and supportive services at no cost to clients. The agency collaborates with community resources to efficiently leverage available services and resources, avoiding unnecessary duplication through community partnerships. CCC's DRC Program assists clients in meeting their basic needs of safe shelter while working to improve their overall situation. At the DRC, clients have access to hygiene items, employability skill training, computer access, and life skills through individual/group counseling sessions. CCC works to supplement current needs through financial assistance, but clients are required to bring their own financial resources to improve their situation.

Request: \$50,000

Recommendation: \$50,000

6. Cotton Volunteer Fire Department, Inc.

Cotton Volunteer Fire Department, Inc. is a full-service volunteer and career fire, rescue, and emergency medical care agency. They offer fire protection, rescue, and prehospital emergency medical services to their district and neighboring areas. They also provide Fire Life Safety Education programs to the public.

Request: \$50,000

Recommendation: \$50,000

7. Cumberland County Coordinating Council on Older Adults, Inc.

The Cumberland County Council on Older Adults has been serving the aging population of Cumberland County for over 54 years, with the mission to help older adults maintain independence with dignity by providing home and community-based supportive services. The organization offers a range of services and programs including nutrition services, in-home aide services, home improvement services, information and referral services, options counseling, senior health insurance information program, senior companions' program, telephone reassurance program, caregiver support services, and Alzheimer's disease and related dementia community support program. The goal is to provide support to older adults so that they can remain at home and within their communities for as long as possible.

Request: \$50,000

Recommendation: \$50,000

8. Cumberland Residential & Employment Services & Training (CREST)

CREST is a non-profit agency providing services and supports to persons with disabilities and their families in Cumberland County for almost 50 years. The organization offers stable housing and expands competitive employment opportunities for persons with intellectual/developmental disabilities (I/DD) and promotes inclusion while enabling them to contribute to the local economy. CREST's ADVP program helps adults with I/DD secure integrated competitive employment and its residential program offers 24-hour support

staff for independent living. Services provided by CREST include vocational assessments, job matching, skill training, and pre-employment activities.

Request: \$50,000

Recommendation: \$50,000

9. Cumberland Road Volunteer Fire Department Inc.

The Cumberland Road Volunteer Fire Department, Inc. is a non-profit organization providing fire protection, related rescue, and pre-hospital emergency medical services to the citizens of the Cumberland Road Fire District and surrounding municipalities through automatic aid agreements. The department operates as a combination of volunteer and part-time paid fire, rescue, and emergency medical care services agency, and presents regular Fire Life Safety Education programs to citizens, educational institutions, and civic organizations throughout the year.

Request: \$50,000

Recommendation: \$50,000

10. Employment Source DBA ServiceSource

ServiceSource is a non-profit disability resource organization that provides valued employment, training, habilitation, housing, and other support services to people with disabilities through its regional offices located in more than 10 states and the District of Columbia. The organization's mission is to facilitate services, resources, and partnerships to support people with disabilities, their families, caregivers, and community members to build more inclusive communities. ServiceSource offers a wide range of services, including vocational rehabilitation services, job placement and employment services, housing, Veteran services, youth transition services, assistive technology, community integration, interpreting and deaf services, and transportation assistance.

Request: \$50,000

Recommendation: \$50,000

11. Fayetteville Urban Ministry, Inc.

Fayetteville Urban Ministry provides four programs that aim to serve under-served individuals in the community. These programs provide faith, hope, security, and love to individuals in need. The organization has been serving the Cumberland County community for close to 50 years. FUM has a demonstrated record of fiscal responsibility, transparency, and performance efficiency, evidenced by its Four-Star Charity Navigator and Platinum Level GuideStar ratings. In FY 2020-2021, the Emergency Assistance program served more than 19,000 people due to the impact of the COVID-19 pandemic.

Request: \$50,000

Recommendation: \$50,000

12. FIRST BAPTIST CHURCH

The First Baptist Church, Moore Street is a Christian church that aims to impact the world through evangelism, discipleship, and servanthood. They provide outreach to the community, help the homeless with food, clothing, and hygiene kits, and provide meals and food boxes to the community. The church also offers assistance with utilities and temporary shelter for families in need.

Request: \$50,000

Recommendation: \$50,000

13. Gray's Creek Fire Dept. 24

Gray's Creek Fire Dept. 24 is a full-service volunteer and career fire, rescue, and emergency medical care agency. They offer fire protection, rescue, and prehospital emergency medical services to their district and neighboring areas. They also provide Fire Life Safety Education programs to the public.

Request: \$50,000

Recommendation: \$50,000

14. Kingdom Community Development Corporation

Kingdom Community Development Corporation (Kingdom CDC) provides affordable housing and home-ownership counseling for low-to-moderate income communities. They offer programs like financial literacy education, emergency financial assistance, and post-purchase counseling. Kingdom CDC has built over 90 single-family homes and installed necessary infrastructures, resulting in more than \$8.7 million in local development. As part of their housing projects, they've extended new sewer lines to un-served communities, eliminating failing septic tanks in the County and City.

Request: \$50,000

Recommendation: \$50,000

15. SSG James B Dennis VFW Post 6018

SSG James B Dennis VFW Post 6018 provides assistance to veterans in need, including help with basic necessities like rent, utilities, and food. They organize community events such as Hunger and Homeless Stand Downs, as well as events for kids like an Easter Egg Hunt and Back to School Drives. The organization also sponsors several units on Fort Bragg and allows other organizations to host events at their post, including Department of Veteran Affairs Town hall meetings and NC Works Job Fairs. VFW Post 6018 offers a range of programs and services to veterans and their families, as well as to the wider community, with a focus on meeting basic needs and providing opportunities for socializing and community involvement.

Request: \$28,500

Recommendation: \$28,500

16. SPRING LAKE FAMILY SUPPORT SERVICES

Spring Lake Family Support Services provides a safe, nurturing environment for families to thrive. Their goal is to build strong partnerships and coalitions that create and sustain a vibrant community. Programs and services include Hearts of Hope Domestic Violence Program, A Path 4Word Mentoring & Tutoring Program, shower, and laundry services for those experiencing homelessness, Fresh Start Closet, mail services, computer lab, Barbara's Closet of Blessings, and notary services.

Request: \$41,812

Recommendation: \$41,812

17. Sustainable Sandhills

Sustainable Sandhills is a non-profit organization that aims to protect and conserve the environmental, economic, and social resources of the Sandhills of North Carolina. It was established as a partnership between Fort Bragg and the North Carolina Department of Environment and Natural Resources. The organization covers eight impact areas, including energy resilience, water quality, air quality, and sustainable infrastructure. Sustainable Sandhills works with stakeholders from different communities, counties, and military installations to achieve their goals. The organization is committed to creating resilient environmental, economic, and social resources for current and future generations.

Request: \$49,907

Recommendation: \$49,907

18. The Cape Fear Regional Theatre at Fayetteville Inc.

Cape Fear Regional Theatre produces live theatre productions, education programs, and community outreach initiatives. They serve over 49,000 people annually, and their productions have helped launch careers on Broadway and national tours. Their education department serves over 20,000 students each year through camps, classes, and student matinees. CFRT also responds to real-time needs, creating special programs to serve their unique constituents, such as the 20th anniversary of 9/11 event.

Request: \$50,000

Recommendation: \$50,000

19. The Enclave

The Enclave provides stress recovery and emotional wellness services in Cumberland County through workshops, group meditation, and one-on-one counseling. They recently opened a stress recovery center in Spring Lake with immersive therapy suites designed for relaxation. The center offers resources and classes on mental and emotional wellness, yoga, meditation, and art, massage, and aroma therapy. The Enclave also makes its space available to other non-profit organizations at below-market rates. The organization aims to promote peace, balance, and gratitude in life and teach others to do the same.

Request: \$50,000

Recommendation: \$50,000

20. The School of Hope

The non-public school teaches K-12 students diagnosed with Autism, aiming to help both the students and their families deal with the nuances of the condition. They offer academic teaching based on each child's ability level and serve as a solution for families whose children did not find success in public schools.

Request: \$50,000

Recommendation: \$50,000

21. United Way of Cumberland County

United Way of Cumberland County is a local non-profit that raises and invests resources to impact prioritized human service and health needs in partnership with direct provider agencies. They fund 14 local programs, offer free training opportunities for non-profits, administer the Youth Growth Stock Trust, operate a 211-information line, provide a Leadership Development Program, oversee the Emergency Food and Shelter Program, and provide the Dolly Parton Imagination Library.

Request: \$49,700

Recommendation: \$49,700

22. Vision Resource Center

The Vision Resource Center (VRC) is a human services non-profit that serves adults and children that are blind or visually impaired. They provide socialization, educational and independent living programs to foster children's independence and physical and mental well-being.

Request: \$100,800

Recommendation: \$50,000

23. Westarea Volunteer Fire Department

The Westarea Volunteer Fire Department is a full-service volunteer and career fire, rescue, and emergency medical care agency. They offer fire protection, rescue, and prehospital emergency medical services to their district and neighboring areas. They also provide Fire Life Safety Education programs to the public.

Request: \$50,000

Recommendation: \$50,000

Nonprofit Funding Matrix		
Nonprofit	Request	Recommendation
Beaver Dam Volunteer Fire Department	\$50,000	\$50,000
Better Health of Cumberland County	\$50,000	\$50,000
Boys and Girls Clubs of Cumberland County	\$50,000	\$50,000
Carolina Collaborative Community Care, Inc.	\$50,000	\$50,000
Connections of Cumberland County	\$50,000	\$50,000
Cotton Volunteer Fire Department, Inc.	\$50,000	\$50,000
Cumberland County Coordinating Council on Older Adults, Inc.	\$50,000	\$50,000
Cumberland Residential & Employment Services & Training (CREST)	\$50,000	\$50,000
Cumberland Road Volunteer Fire Department Inc.	\$50,000	\$50,000
Employment Source DBA ServiceSource	\$50,000	\$50,000
Fayetteville Urban Ministry, Inc.	\$50,000	\$50,000
FIRST BAPTIST CHURCH	\$50,000	\$50,000
Gray's Creek Fire Dept. 24	\$50,000	\$50,000
Kingdom Community Development Corporation	\$50,000	\$50,000
SSG James B Dennis VFW Post 6018	\$28,500	\$28,500
Spring Lake Family Support Services	\$41,812	\$41,812
Sustainable Sandhills	\$49,907	\$49,907
The Cape Fear Regional Theatre at Fayetteville Inc.	\$50,000	\$50,000
The Enclave	\$50,000	\$50,000
The School of Hope	\$50,000	\$50,000
United Way of Cumberland County	\$49,700	\$49,700
Vision Resource Center	\$100,800	\$50,000
Westarea Volunteer Fire Department	\$50,000	\$50,000
Recommendation Total		\$1,119,919

Clarence G. Grier
County Manager

Brian Haney
Assistant County Manager



Sally S. Shutt
Assistant County Manager

Heather Skeens
Assistant County Manager

Office of the County Manager

TO: BOARD OF COUNTY COMMISSIONERS
FROM: TYE VAUGHT, CHIEF OF STAFF
DATE: APRIL 4, 2023
SUBJECT: EMERGENCY SHELTER GENERATOR PROJECTS

BACKGROUND

In the original ARPA Grant Project Ordinance, the ARP Committee allocated \$1,800,000 to purchase backup generators for emergency shelters. Later the Committee elected to utilize freed up capacity made available through Provision of Government Services. The Department of Engineering and Infrastructure requests an increase of \$59,000 to develop the standby-generator capability of the Westover Recreation Center as a Post-Event Recovery Shelter. The cost increase is attributed to changing from the Cliffdale Recreation Center which has a proposed cost of \$216,000 to the Westover Recreation Center which has a proposed cost of \$275,000. The Westover Recreation Center has shower capabilities and is separate from the neighboring schools in the event the local schools resume service while some citizens still require shelter. Staff also requests \$1,745,000 in funding to expand the standby-generator capabilities for an additional two Post-Event Recovery Shelters.

RECOMMENDATION / PROPOSED ACTION

Staff requests that this funding request be forwarded to the April 17, 2023, Board of Commissioners Meeting as a Consent Agenda Item.

Request for Smart AED pads

- Cumberland County opioid overdose death rate increased 31% from 2021 to 2022
- Volunteer fire departments are utilizing Smart AED pads during an increasing number of opioid overdose calls
 - 211 calls annually
- Smart pads give corrective instructions to the rescuer to enable more effective CPR
- Smart AED pads are \$243/pad
- AED pads are not an allowable cost item under current/proposed funds (e.g. Opioid Settlement, Bureau of Justice grants)

Request for Smart AED pads

- Health Department will purchase the pads for distribution to the local volunteer fire departments, as needed, between 2023-2026
- Recommendation: Approval of \$500,000 total to support the purchase of Smart AED pads using freed up capacity funds between 2023-2026

Clarence G. Grier
County Manager

Brian Haney
Assistant County Manager



Sally S. Shutt
Assistant County Manager

Heather Skeens
Assistant County Manager

Office of the County Manager

TO: ARP COMMITTEE
FROM: SALLY SHUTT, ASSISTANT COUNTY MANAGER
DATE: MARCH 31, 2023
SUBJECT: MATCHING FUNDS FOR NORCRESS SEWER SYSTEM REHABILITATION

Cumberland County and the Northern Cumberland Regional Sewer System (NORCRESS) are requesting \$2.2 million of FY2024 federal funding for the rehabilitation of the system that serves the towns of Godwin, Falcon and Wade. The system is at risk of failing, and the infrastructure needs rehabilitation or replacement because of extensive problems with hydrogen sulfide and corrosion despite a robust operation and maintenance program.

This essential infrastructure is critical to the growth of this quadrant of the county. There are two new major subdivisions approved for Godwin and Wade for a proposed 154 new residential customers. With the rehabilitation of the current system, there is the opportunity for increased capacity which is critically important to the small towns. The towns have exits on I-95 and would benefit from economic development at these exits. For much of this stretch along I-95, there is only 100,000 gallons per day of capacity available to support future growth, which is not enough to accommodate emerging housing developments or potential moderate commercial/industrial users. Additionally, parts of the systems are prone to infiltration, overwhelming the systems during storms and hurricanes.

The proposed scope of work for capital improvements is eligible for USDA Rural Development funding. A 25% cost-share match is required for a total project cost of \$2,750,000. Management is requesting up to \$550,000 in freed up funding as a match for this project.

NORCRESS has been unsuccessful in obtaining grant funding for the project from the N.C. Department of Environmental Quality (NCDEQ) Division of Water Infrastructure for the past two application cycles.

In addition, the County plans to coordinate with Fayetteville Cumberland Economic Development Corporation in submitting a grant application to NCDEQ for a regional wastewater study to include the Cumberland County towns of Eastover, Falcon, Godwin, and Wade. The study will look at expanding capacity, reducing inflow and infiltration in the existing system, and reducing operating costs and longer-term maintenance liabilities. Residents would benefit from expanded services and increased economic activity. The City of Fayetteville will benefit from improved regional infrastructure to support industry recruitment.

Clarence G. Grier
County Manager

Brian Haney
Assistant County Manager



Sally S. Shutt
Assistant County Manager

Heather Skeens
Assistant County Manager

Office of the County Manager

TO: BOARD OF COUNTY COMMISSIONERS
FROM: FAITH PHILLIPS, LIBRARY DIRECTOR
DATE: APRIL 4, 2023
SUBJECT: LIBRARY HOTSPOT AND SERVICE REQUEST

BACKGROUND

The library is requesting funding to purchase additional hotspots and provide service to the devices. Currently the Library has 100 lines, but there are approximately 30 hotspots that are in a lost state, and staff has exhausted every option to recover the devices. Based on circulation statistics, 160 hotspots would meet the unmet service need. An additional 97 devices would need to be purchased to meet this need. This is 60 new, and 37 to replace those that are lost/damaged. This total cost would be:

- One time cost of $\$79.99 \times 97 = \$7,559.03$
- Recurring cost for service: Monthly charge for hotspot $\$10 \times 160 = \1600.00
- MODA MPN GOV - $\$7.49 \times 160 = 1198.40$ (this is the technology that allows staff to disable them when they are overdue)
- Licenses $\$1.49 \times 160 = 238.4$

This would be a total of \$3,036.00/month for the services for 160 hotspots. Including the fees and surcharges it costs approximately \$38,600 a year to maintain 160 devices.

There is a consistent waiting list always ranging between 20 – 30 patrons. Staff is requesting \$150,000 in ARPA freed up capacity and have included additional funds in the budget in anticipation of ongoing replacement for lost or damaged devices over a three-year period.

RECOMMENDATION / PROPOSED ACTION

Staff requests the recommendation be forwarded to the April 17, 2023, Board of Commissioners meeting as a Consent Agenda Item.

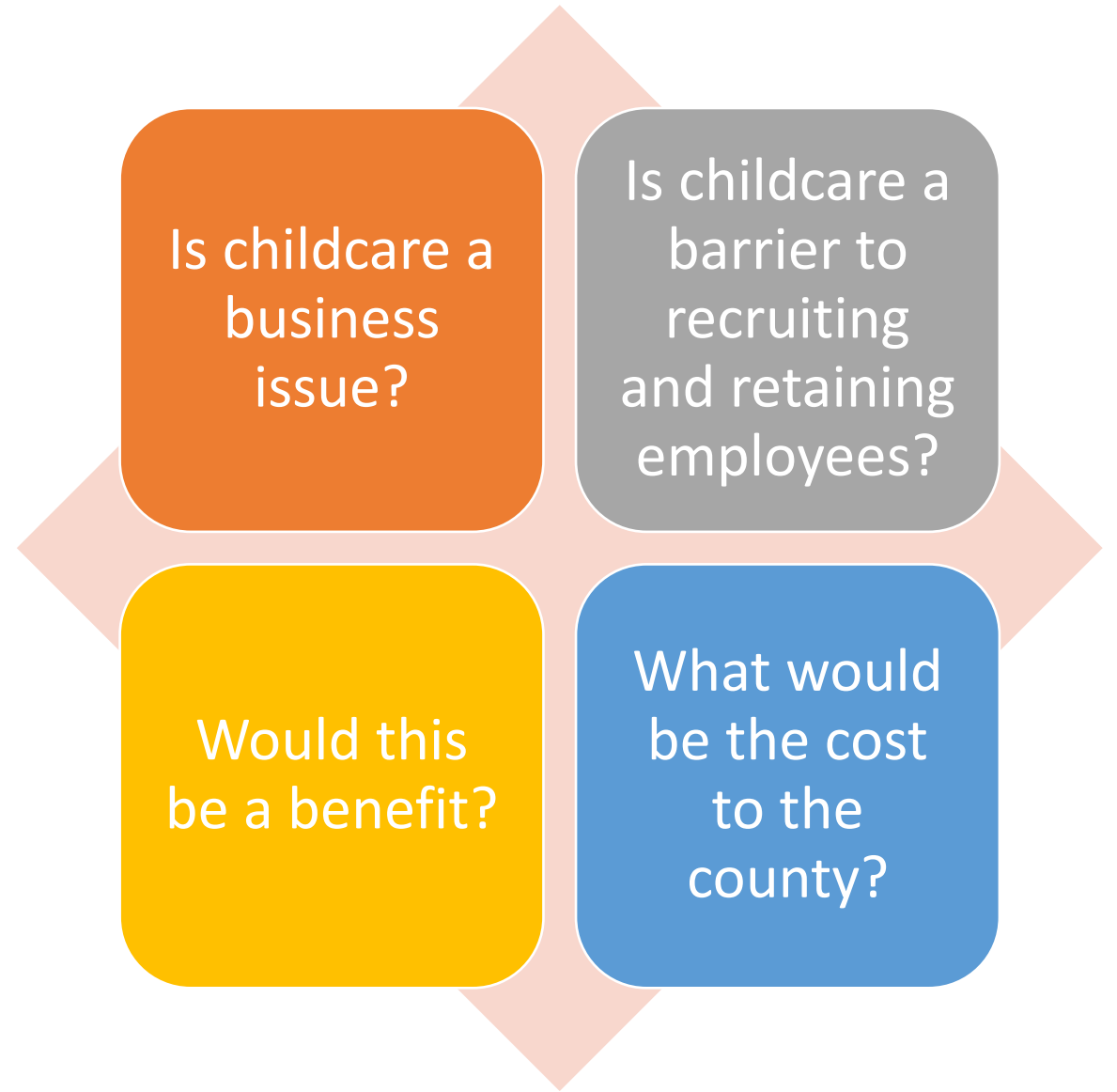
Employee Childcare Project



April 4, 2023

Faith Phillips, Library Director

Guiding Questions



Survey for need

- Cumberland County distributed Employee Benefit Survey questions in September 2022 and received 1,074 responses, the need for childcare was included in survey questions.

Cumberland

35% identified need for childcare/direct barrier

Project and Site Feasibility

- DCDEE pre-licensure workshop
- Employer offered childcare – Employer of choice
- Dorothy Spainhour Facility
- Why should county pay upfront cost?



Start up Budget Ask

Renovations are required to bring the building up to current childcare licensing standard

Up fit building

Request \$1,500,00.00 in freed up capacity funds

Need	Cost
Facility Repairs/Renovations	\$510,400.00
Upfit of building	\$766,000.00
Unanticipated costs	\$223,600.00
Total	\$1,500,00.00

Dorothy Spainhour - preliminary renovation budget

Task	Description	Estimate	NOTES
1	Strip and wax VCT, deep clean carpets, and deep clean ceramic tile throughout facility.	\$ 15,000.00	Based on replacing all classrooms. Excludes main floor. (Does not include abatement if found to be necessary)
2	Electrical repairs - install all new tamper-proof devices, replace loose boxes, and cover-plate abandoned boxes. Replace emergency exit signs.	\$ 5,000.00	Dependent on specific licensure requirements
3	Lighting/electrical replacements - replace outdated fluorescent fixtures, wall-mounted fixtures, and main-room uplighting with new surface mount LEDs. Replace bathroom exhausts missing covers.	\$ 25,000.00	Dependent on specific licensure requirements
4	Replace door hardware with new panic hardware and closers - 7 doors @ \$4,500/door	\$ 31,500.00	Dependent on specific licensure requirements
5	Replace metal doors that do not close correctly - 5 doors @ \$2,500/door	\$ 12,500.00	
6	Replace one 7-ton heat pump and one 5-ton heat pump	\$ 35,000.00	
7	Install new building controls for remote monitoring and control of 8-zone heat pump system.	\$ 22,000.00	Will need to be addressed at some point - Possible M&R project
8	Pressure wash, rust prime, and paint exterior metal surfaces around entire building.	\$ 25,000.00	
9	Remove old staples, anchors, adhesives, etc... Patch, prime and repaint all interior spaces, excluding brick.	\$ 35,000.00	
10	Replace fixtures, partitions, and doors in some bathrooms.	\$ 15,000.00	Pending licensing information on requirements
11	Replace broken glass panes around classrooms	\$ 5,000.00	
12	Install new sliding glass window in front admin office.	\$ 4,500.00	
13	Upgrade fire alarm system - Add two new activating devices and two new A/V devices	\$7,500	Will need to verify needs with licensing, just a best guess.
14	Install new access card system with two points of entry.	\$ 15,000.00	This is to match the systems we have elsewhere in the County.
15	Install new Avigilon security camera system with minimum 11-zones (front entry, classroom spaces, outdoor play areas)	\$ 25,000.00	This is to match the systems we have elsewhere in the County.
16	Mill and resurface parking lot to address failed sections at entrance. Re-stripe new surface.	\$ 100,000.00	Will need to be addressed at some point - Possible CIP project
17	Stabilize and install new turf in play areas.	\$ 7,500.00	
18	Repair or remove pre-existing shelter structures on playground	\$ 6,500.00	
19	Demo existing perimeter fencing and fence posts and install new 6' vinyl-clad chain link fence and new painted posts. Approximately 1500 linear feet.	\$ 60,000.00	
20	Install additional wooden lockers in 6 class rooms @ \$2,000/each	\$ 12,000.00	
	10% CONTINGENCY	\$ 46,400.00	
	PRELIMINARY TOTAL	\$ 510,400.00	

Other Start up Costs

1	Technology	\$40,000	dependent on the needs of the operator
2	Classroom Furniture	\$160,000	6 rooms
3	Office Room Furniture	\$80,000	may have some surplus
4	Multi-Room Furniture/equipment	\$30,000	
5	Toys/books/educational materials for classrooms and multirooms	\$15,000	7 rooms
6	Kitchen equipment	\$40,000	need to verify that all equipment will need to be updated due to rust
7	Supplies	\$10,000	misc
8	Playground equipment	\$250,000	remove and replace due to rust/condition
9	Installing playground equipment and fall space	\$150,000	depends on size of area
	Preliminary Total	\$766,000.00	

Unexpected/Unanticipated cost

\$233,600.00

items identified in inspections that are unanticipated

TOTAL

\$1,500,00.00

Clarence G. Grier
County Manager

Brian Haney
Assistant County Manager



Sally S. Shutt
Assistant County Manager

Heather Skeens
Assistant County Manager

Office of the County Manager

TO: BOARD OF COUNTY COMMISSIONERS

FROM: TYE VAUGHT, CHIEF OF STAFF

DATE: APRIL 4, 2023

SUBJECT: ROBIN'S MEADOW PERMANENT SUPPORTIVE HOUSING DEVELOPMENT FUNDING

BACKGROUND

At the November 14, 2022, ARP Committee Meeting, Staff requested that the Committee allocate \$2.7M to increase the funding capacity of the Robin's Meadow Permanent Supportive Housing Development. A Request for Proposal was issued, and upon the bid opening, it was determined that one responsive bidder had submitted a proposal exceeding the project's allocated funding cap.

Since the proposal exceeds the budget, the ARP Committee has recommended:

- De-obligating \$2,750,000 in CDBG-DR funding
- Creating approximately 12 homes (approximately 800 square feet) with 1 – 2 bedrooms for affordable housing.
- Utilize up to \$2,700,000 in ARPA Long-term Housing Security: Affordable Housing funds.

RECOMMENDATION / PROPOSED ACTION

Staff requests the recommendation be forwarded to the April 17, 2023, Board of Commissioners meeting as a Consent Agenda Item



DEPARTMENT OF SOCIAL SERVICES

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF APRIL 17, 2023

TO: BOARD OF COUNTY COMMISSIONERS

FROM: BRENDA REID JACKSON, INTERIM SOCIAL SERVICES DIRECTOR

DATE: 4/11/2023

SUBJECT: INTERLOCAL AGREEMENT (MOU) WITH NEW HANOVER FOR DSS TRAINING

BACKGROUND

Cumberland County Department of Social Services administers the state and federally mandated public assistance programs including the Work First Program. Work First is a statewide initiative that assists families that are in a temporary financial crisis.

The Work First program provides supportive services including job training, job placement assistance, retention counseling, childcare, and transportation assistance to aid families in achieving self-sufficiency. Substance-abuse treatment and domestic violence counseling are available when needed. Work First Cash Assistance provides financial assistance and medical assistance to needy families that meet state and federal requirements. To be eligible for the program applicants must be a US Citizen or qualified legal immigrant and have at least one child under the age of 18 years living at home. Each family is assessed based on their individual situation.

The Work First Cash Assistance Program staff includes 11 Income Maintenance Caseworkers, one Lead Worker and one Unit Supervisor. As well as the Call Center staff provide support services to the program. Due to 90% turnover, the Work First Cash Assistance Unit are new and performing at a novice level. The supervisor and lead worker are processing applications to ensure citizens eligible for services are receiving their benefits in a timely manner.

New Hanover County Health & Human Services has a robust Work First Training Program and has expressed their willingness to assist in providing training for up to 13 of our new employees including call center and social work staff. New Hanover County is willing to provide training over a six-week period through a virtual platform for a total cost of \$3929.50 through an Interlocal Agreement.

On April 11, 2023, the Board of Commissioners at their Agenda Session meeting approved this item to move forward to the Consent Agenda for their April 17, 2023 Regular Session.

RECOMMENDATION / PROPOSED ACTION

Staff request the Board of Commissioner's approval of the Interlocal Agreement (MOU) for DSS Training between Cumberland County and New Hanover County.

ATTACHMENTS:

Description	Type
Cumberland-New Hanover Co Training Interlocal Agreement (MOU)	Backup Material
Cumberland-New Hanover Co Training Interlocal Agreement (MOU)- Supporting Documents	Backup Material

Memorandum of Understanding

FY 2022-2023

This memorandum of understanding is between

Cumberland County Department of Social Services
1225 Ramsey Street
Fayetteville, NC 28301

And

New Hanover County Department of Health and Human Services
New Hanover County Department of Social Services
1650 Greenfield Street
Wilmington, NC 28401

Goal/Purpose:

The goal is to provide training to Cumberland County Work First Eligibility staff on Work First Family Assistance processing of cases.

I. Scope of Work:

The scope of the deliverable will include:

- Conducting virtual training for up to thirteen Cumberland County Work First Eligibility staff on Work First Family Assistance processing of cases.
- Training will be conducted from 9:00 am to 1:00 pm daily on Monday, Tuesday, Thursday and Friday, beginning on or after April 24, 2023 , virtually through Microsoft Teams.

II. Agreement Term

The term of this agreement between Cumberland County Department of Social Services and New Hanover County Department of Health and Human Services, also herein referred to as New Hanover County Department of Social Services shall begin on the 24th day of April 2023 and end no later than June 30, 2023. Termination prior to June 30, 2023, must be upon mutual written consent of both parties.

Memorandum of Understanding

➤ Training Schedule:

- a. Training shall begin on or after April 24, 2023 and end no later than June 30, 2023.
Training will occur from 9:00 am to 1:00 pm - Monday, Tuesday, Thursday, and Friday
- b. Wednesdays are workdays for the trainer and trainees with have independent study.
- c. Trainees will have independent study on the dates the trainer will be unavailable.

III. Key Stakeholders/Roles

If there are questions related to the programming and services provided under this contract each agency shall contact:

Cumberland County DSS

- Sherry Kenney, Program Manager (Special Teams)
(910) 677-2510 sherrykenney@ccdssnc.com
- Jessica Bullock, Program Manager (Applications)
(910) 677-2441 jessicabullock@ccdssnc.com
- Vanessa McClain-Gray, Program Manager (Redeterminations)
(910) 677-2230 vanessamcclain-gray@ccdssnc.com
- Patricia Hammonds, Administrative Asst. to the Division Director
(910) 677-2362 patriciahammonds@ccdssnc.com

New Hanover County DSS

- Laura Brooks, Human Services Casework Supervisor-Training Unit
(910) 798-3592 lbrosks@nhcgov.com
- Vanell Walker, Assistant Social Services Director- Economic Services
(910) 798-3417 vwalker@nhcgov.com

If there are fiscal questions related to the contract or invoicing under this agreement, each agency shall contact:

Cumberland County DSS

- Joy Wellborn, Accounting Specialist – Business Operations Finance
(910) 677-2582 joywellborn@ccdssnc.com

Memorandum of Understanding

New Hanover County DSS

- Lora Tyler, Human Services Business Specialist
(910) 798-3528 ltyer@nhcgov.com
- Karen Graham, Business Officer- Social Services
(910) 798-3520 kgraham@nhcgov.com

IV. Compensation and Payment Terms

Cumberland County Department of Social Services agrees to pay New Hanover County Department of Social Services based on the staff person's hourly pay rate plus benefits. See Section IV- A Compensation Pay Scale for detailed hourly rate. Invoicing will be prepared and provided to Cumberland County Department of Social Services at the conclusion of the training. All invoices are payable net 30 days. This contract shall not exceed **\$ 3,929.50**.

A. Compensation Pay Scale

			7.65%	12.14%	0.17%	2.50%	
Name	Hourly Rate	# of Hours	FICA	Retirement	LTD	401K	Total Pay
FRANCES BEATTY	\$26.74	120	\$245.47	\$389.55	\$5.45	\$80.22	\$3,929.50

Cumberland County

CUMBERLAND COUNTY
BOARD OF COMMISSIONERS

Date

New Hanover County

New Hanover County Social Services Director

Date

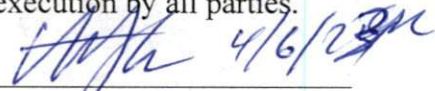
Contract Signature Page
New Hanover County
Contract #: 2023453
Amount: \$3,929.50

CUMBERLAND COUNTY

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

BY: 
County Finance Director

Approved for Legal Sufficiency upon
formal execution by all parties.

BY:  4/6/23
County Attorney's Office



Contract Check List (Eff. 6/21/21)
Contract Number: 2023453

Please ensure that each requirement below is completed before checking the boxes. Only check boxes that apply to the contract being processed. **Please Note: If the item does not apply to this contract, notate NA in the box.** All incomplete contracts will be returned to the submitting department. Packets must be organized.

Description	✓ or NA
1. <u>Only</u> the vendor's signatures have been obtained. All contracts \$50,000.00 or more require the County's Manager's signature. Contracts \$100,000.00 or more, resulting from a formal bid process , require the Board Chairman's signature, after Board approval. The County Manager does not have to sign contracts that require the Chairman's signature.	NA
2. All attachments referenced in the contract language or applicable to the contract are included with the contract. If hyperlinks are included in the contract, the information included on the hyperlink must also be included as a hard copy.	✓
3. There are (3) signed originals. One copy should be single-sided and paper-clipped together, the others stapled.	✓
4. Correct solicitation process was followed, and the bid tabulation sheet or proposals are attached with hard copies. For services following an RFP process, the evaluation summary is included.	✓
5. If \$30,000 or more, the request for quotes/bids/proposals was posted on Vendor Self Service.	NA
6. If project qualifies for Federal reimbursement, Federal procurement guidelines have been followed.	NA
➤ Required contract clauses are attached.	NA
7. If the contract is for outside Legal services, the action agenda showing approval is attached. (Board approval is always required for this.)	NA
8. If the contract is Information Services related (computer hardware, software, etc.) the subtype Computer Equipment box in Munis has been selected. When this subtype is selected the IS Director will be an approver in Munis. Once you release the Contract Entry into workflow, contract hard copies should be sent to the IS Director and IS will forward to Finance after their approval. This is applicable to all departments, including those with their own IS division.	NA
9. The contract does not contain an "Indemnity Clause" or if it does, there is a capped amount. If there is a capped amount, a separate requisition is created to encumber this amount Req # _____. If there is an indemnity clause w/o a capped amount, ask the vendor, by email, if the language can be stricken. Include email with contract packet. *Contact County Legal if uncertain*	✓
10. There is either a Total Amount or Not to Exceed amount listed in the contract.	✓

W9's & LEGAL ENTITY NAME REQUIREMENTS

****If there is a discrepancy between the W9, Secretary of State page and contract hard copy, contact County Legal to reconcile before sending the contract forward. Contact County Legal for any questions regarding the legal name requirements. There are other special circumstances/legal requirements that may apply to certain contracts. We are unable to determine this in Finance. We are listing below the basic requirements that should be followed.****

1. The vendor has a W9 in Munis and the date is less than one calendar year old. Confirm the W9 date here: <u>12/2/2022</u>	✓
12. If the W9 is more than one year old a new W9 has been emailed to County Finance (Accounts Payable) to be attached in Munis. *Confirm (in Vendor Inquiry) the new W9 is attached before moving forward*	NA
13. The vendor name listed on the W9 matches exactly to the Secretary of State page (See number 15 & 16 below), including "inc", "llc", etc. **If "incorporated" is not abbreviated on one document, it should not be abbreviated on any of the documents** If the W9 does not match the State page, the vendor will need to submit an updated W9.	NA
14. The name listed on all pages of the contract is the same as the Secretary of State page and W9. This includes "inc", "llc", etc.	NA
15. There is (1) Contractor's Certification form and (1) Request for Finance & Legal Review form attached to the contract hard copies. Only one copy for the entire packet needed.	✓
16. A copy of the screen page from the NC Secretary's (or the State they are registered in) website showing they have an active status. The screen page MUST be attached!	NA
17. There is enough space for the pre-audit and Legal signatures, or a signature page is attached. The "Signature Page" document is not needed if there is room for all signatures on the existing signature page that is signed by the vendor.	✓
18. E-Verify Statement is in the contract language or a signed E-Verify memo is attached to each original copy for a total of (3). The E-verify memo does have to be signed by the vendor. If both the E-verify & Iran statements are missing from the contract, there is also a single form with both statements that can be signed, available on the Intranet.	NA
19. Iran Statement is in the contract language or the Iran statement is attached to each original copy for a total of (3). The Iran statement does not have to be signed by the vendor.	NA
20. There are tabs identifying all signature pages.	✓
21. Requisition has been entered but not released and has a status of "Allocated". The requisition amount is equal to the contract not to exceed amount. Requisition #: 1173	✓
22. Contract Entry in Munis released into workflow. Make sure any attachments in Contract Entry are PDF files. NO Excel/Word/etc. documents that show as a link to be downloaded.	✓

Contact Name

Joy Welborn

Certifying accuracy and completion: Department Head

DONNIE PERRY

REQUEST FOR LEGAL AND FINANCE REVIEW OF CONTRACT (EFF. 6/21/21)

The undersigned requests legal review of the contract between Cumberland County and New Hanover County

The undersigned certifies as follows:

If legal review is not required, indicate the reason below.

- ☐ 1. The only other party to this contract is a department or agency of the government of the United States or the State of North Carolina.
- ☒ 2. This contract requires the expenditure of not more than \$5,000 in any fiscal year.
- ☐ 3. The county and this contractor or vendor have had this same contract in place for the current and past fiscal years without any dispute and the only change to the existing contract is extending the term and/or increasing the contract amount.

!!MUST RESPOND!! Does this purchase qualify for federal reimbursement (ex. FEMA reimbursement or federal grant)

Yes or No? No, If Yes, have federal procurement guidelines been followed? NA, a copy of the County's *FEMA Contract Clauses* is attached to each original hard copy NA.

Completion of the Uniform Guidelines Checklist is advised

This contract was obtained through the following process

Only select an option if process was followed. Backup is required:

Service/Purchase/Construction

NA Solicitation of quotes (5,000 – 29,999.99)

Purchase (Items, Apparatus, Materials)

NA Informal bids (30,000 – 89,999.99)

NA Formal bids (90,000 and above)

Service

NA Informal RFP (30,000 and above)

Construction

NA Informal bid (30,000 – 499,999.99) NA Attach Proof of General Contractors License or if not required, explain below.

NA Formal bid (500,000 and above) NA Attach Proof of General Contractors License or if not required, explain below.

Engineering/Consulting/Architect

NA RFQ (Any amount)

- Does this contract with this vendor also include construction work? NA If so, was an RFQ the only bid process followed? NA
- Please Explain: NA

If none of the above, provide justification/explanation:

Interlocal agreement to support staff training.

Please complete and initial each item below.

- AW 1. Date contract was approved by BOC (Put NA if Not Applicable) TBD
- AW 2. All statutory requirements applicable to the process were followed.
- AW 3. All applicable Cumberland County purchasing and contracting requirements were followed.
- AW 4. All applicable documentation required by the Cumberland County Finance Office has been submitted.

Certified by: Joy Welborn for the Social Services Department of Cumberland County.

Signature: [Signature] Date Submitted: 3/31/2023

Boxes are for Purchasing Office Only Put NA or Cross Through Where Not Applicable

Completed By (Initial): [Initials]

SAM CHECKED: NA IRAN LIST CHECKED: NA

DOA CHECKED: NA

- W9 requirements on checklist met NA Name requirements met NA
- Requisition or PO checked NA Budget code checked NA Does the contract qualify as c.o.? NA Is the Req. or POM coded to c.o.? NA If yes, original budget or budget revision verified? NA
- Correct solicitation process followed NA If \$30,000 or more, request posted on Vendor Self Service NA
- Quotes, bid tabulation or evaluation summary attached in Munis to Contract Entry or included with hard copies NA
- Board Agenda attached NA If so, actual minutes reviewed NA Does the minutes and agenda match the contract (vendor, amount, approvers, etc.) NA
- Required signatures verified NA Effective date verified NA
- Contract includes indemnification language NA If yes, there is a capped amount? NA If yes, there is a separate requisition encumbering the capped amount? NA If no capped amount, there is an email from vendor authorizing to strike out language included with hard copy NA
- Memo for approval of meal/food purchase attached NA
 - Meal/Food amounts in line with GSA NA

Construction Contracts Only:

- If required, is the general contractor's license attached? NA Is it still valid? NA
- Is bid bond required? NA If yes, is a copy attached with hard copy? NA
- Is performance payment bond required? NA If yes, is a copy included with hard copy? NA

Notes: NA

Additional Check for Contract Amendments

- Change in line with original bid process and work? NA

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 NEW HANOVER COUNTY 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 1650 Greenfield Street Wilmington NC 28401
(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:
March 24, 2023 May 31, 2023 (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 Tonya Jackson for the contractor stated above.

Signature:

Tonya Jackson

Date Submitted:

2/10/2023

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

New Hanover County

2 Business name/disregarded entity name, if different from above

Db a New Hanover County Department of Social Services

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☒ Other (see instructions) ►

Local Government

5 Address (number, street, and apt. or suite no.) See instructions.

230 Government Center Drive, Suite 165

6 City, state, and ZIP code

Wilmington, NC 28403

7 List account number(s) here (optional)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) **3**

Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

Requester's name and address (optional)

See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

 - -

or

Employer identification number

5 6 - 6 0 0 0 3 2 4

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Gene E Butler, Purchasing Supervisor Date ► **12/02/2022**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

CONTRACT PROVIDER NAME: NEW HANOVER COUNTY

CONTRACT NUMBER: _____

CONTRACT PERIOD: FEBRUARY 1 - MAY 31, 2023

PROVIDER'S FISCAL YEAR: _____

**CONTRACT DETERMINATION QUESTIONNAIRE
(PURCHASE OF SERVICE VS. FINANCIAL ASSISTANCE)**

Instructions: Enter 5 points for each factor in either the yes or no column. Once the entire list has been completed tally the points in each column. The column with the most points should be a good indicator of the designation of the organization—either Financial Assistance (Grant) or Vendor (Purchase of Service).

Determination Factors	5 points Financial Assistance YES	5 points Purchase of Service NO
1 Does the provider determine eligibility?		5
2 Does the provider provide administrative functions such as Develop program standards procedures and rules?		5
3 Does the provider provide administrative functions such as Program Planning?		5
4 Does the provider provide administrative functions such as Monitoring?		5
5 Does the provider provide administrative functions such as Program Evaluation?		5
6 Does the provider provide administrative functions such as Program Compliance?		5
7 Is provider performance measured against whether specific objectives are met?		5
8 Does the provided have responsibility for programmatic decision making?		5
9 Is the provider objective to carry out a public purpose to support an overall program objective?		5
10 Does the provider have to submit a cost report to satisfy a cost reimbursement arrangement?		5
11 Does the provider have any obligation to the funding authority other than the delivery of the specified goods/services?		5
12 Does the provider operate in a noncompetitive environment?		5
13 Does the provider provide these or similar goods and/or services only to the funding agency?		5
14 Does the provide these or similar goods and/or services outside normal business operations?		5
TOTAL	0	75

Note: The authorized individual(s) must place an X in one of the boxes below to indicate the type of contractual arrangement for this contract , then sign and date where indicated.

☐ FINANCIAL ASSISTANCE

☒ PURCHASE SERVICE

Signature of Authorized Programmatic Individual

DATE



Signature of Authorized Administrative Individual

2/14/2023

DATE

FISCAL YEAR 2022-2023
NEW HANOVER COUNTY

TOTAL CONTRACT AMOUNT: \$ 3,929.50

SECTION	SOURCE / OBJECT CODE	FEDERAL	STATE	COUNTY	OTHER	TANF/MOE	TOTAL
ECON SVCS	1014365	46.67%	4.03%	49.30%			
\$3,929.50	533301-SSE01	\$1,833.90	\$158.36	\$1,937.24	\$0.00	\$0.00	\$3,929.50
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		\$0.00	100% \$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	100% \$0.00	\$0.00	\$0.00	\$0.00
GRAND TOTAL		46.67% \$1,833.90	4.03% \$158.36	49.30% \$1,937.24	#DIV/0! \$0	0.00% \$0	#DIV/0! \$3,929.50
\$3,929.50							

Jessica Hullender

From: Christopher Carr
Sent: Friday, February 10, 2023 9:36 AM
To: 'Welborn, Joy (b03)'; Jessica Hullender
Subject: RE: Cumberland County DSS Contract Memo

I have no issue with New Hanover signing after we do, as there is no NC law issue.

Thanks,
Chris

Christopher L. Carr
Asst. County Attorney
Office of the County Attorney

Cumberland County, NC
(910)-678-7760



From: Welborn, Joy (b03) <JoyWelborn@ccdssnc.com>
Sent: Friday, February 10, 2023 9:26 AM
To: Jessica Hullender <jhullender@cumberlandcountync.gov>
Cc: Christopher Carr <ccarr@cumberlandcountync.gov>
Subject: RE: Cumberland County DSS Contract Memo

CAUTION: This email originated from outside of the County. Do not open attachments, click on links, or reply unless you trust the sender or are expecting it.

Here you go.

From: Jessica Hullender <jhullender@cumberlandcountync.gov>
Sent: Friday, February 10, 2023 9:23 AM
To: Welborn, Joy (b03) <JoyWelborn@ccdssnc.com>
Cc: Christopher Carr <ccarr@cumberlandcountync.gov>
Subject: RE: Cumberland County DSS Contract Memo

CAUTION: This email originated from outside of the County. Do not open attachments, click on links, or reply unless you trust the sender or are expecting it.

Hi Joy,

Can you scan the contract to Chris, so he can take a look?

Thanks,

Jessica Hullender

Finance Accountant II
Financial Services

Cumberland County

O: 910-678-7730

www.cumberlandcountync.gov



**CUMBERLAND
COUNTY**
NORTH CAROLINA

From: Christopher Carr <ccarr@cumberlandcountync.gov>
Sent: Friday, February 10, 2023 9:19 AM
To: Jessica Hullender <jhullender@cumberlandcountync.gov>
Subject: RE: Cumberland County DSS Contract Memo

Can you scan it to me, or have them scan it to me? I expect it is ok, since the primary purpose from a Legal perspective is to ensure that NC law governs if the agreement is silent. I would like to take a quick look at first.

Thanks,
Chris

Christopher L. Carr

Asst. County Attorney
Office of the County Attorney

Cumberland County, NC

(910)-678-7760



**CUMBERLAND
COUNTY**
NORTH CAROLINA

From: Jessica Hullender <jhullender@cumberlandcountync.gov>
Sent: Friday, February 10, 2023 8:40 AM
To: Christopher Carr <ccarr@cumberlandcountync.gov>
Subject: FW: Cumberland County DSS Contract Memo

Hi Chris,

DSS has contacted me about an interlocal agreement they will be sending through the contract process. It is with another county, which has the same policy about who signs last. Are you ok with New Hanover County signing last?

- Can we get a waiver to the 'last signer' guidance? New Hanover County has the same policy and since they wrote the contract, they wish to maintain their right to be the last signers.

Thanks,

Jessica Hullender

Finance Accountant II
Financial Services

Jessica Hullender

From: Welborn, Joy (b03) <JoyWelborn@ccdssnc.com>
Sent: Friday, March 31, 2023 8:32 AM
To: Christopher Carr; Jessica Hullender
Cc: Lorena Santos; Donnie Perry; Havens, Heath (b04); Brenda Jackson
Subject: RE: Cumberland County DSS Contract

CAUTION: This email originated from outside of the County. Do not open attachments, click on links, or reply unless you trust the sender or are expecting it.

Good Morning,

We will send a new agreement with corrected dates.

Thank you,

Joy Welborn
Accounting Specialist I
Department of Social Services
O: 910-677-2582
F: 910-677-2886
<http://www.ccdssnc.com/>



From: Christopher Carr <ccarr@cumberlandcountync.gov>
Sent: Thursday, March 30, 2023 2:27 PM
To: Welborn, Joy (b03) <JoyWelborn@ccdssnc.com>; Jessica Hullender <jhullender@cumberlandcountync.gov>
Cc: Lorena Santos <lsantos@cumberlandcountync.gov>; Perry, Donnie (is1) <DonniePerry@ccdssnc.com>; Havens, Heath (b04) <HeathHavens@ccdssnc.com>; Jackson, Brenda (ss1) <BrendaJackson@ccdssnc.com>
Subject: RE: Cumberland County DSS Contract

CAUTION: This email originated from outside of the County. Do not open attachments, click on links, or reply unless you trust the sender or are expecting it.

It seems to me that the only change is that of the dates of training and the dates as to the term of the contract. Is that correct?

I have no issues with this change. Was this contract actually completed and signed by all parties? If so, an amendment will suffice.

If not, then I guess the new form agreement will have to be processed again.

Thanks,
Chris

Christopher L. Carr
Asst. County Attorney

Office of the County Attorney

Cumberland County, NC
(910)-678-7760



From: Welborn, Joy (b03) <JoyWelborn@ccdssnc.com>

Sent: Thursday, March 30, 2023 1:53 PM

To: Jessica Hullender <jhullender@cumberlandcountync.gov>; Christopher Carr <ccarr@cumberlandcountync.gov>

Cc: Lorena Santos <lsantos@cumberlandcountync.gov>; Donnie Perry <donnieperry@ccdssnc.com>; Havens, Heath (b04) <HeathHavens@ccdssnc.com>; Brenda Jackson <BrendaJackson@ccdssnc.com>

Subject: FW: Cumberland County DSS Contract

CAUTION: This email originated from outside of the County. Do not open attachments, click on links, or reply unless you trust the sender or are expecting it.

Good Afternoon,

Our office is requesting the New Haven County Interlocal Agreement, which recently completed the Fiscal and Legal reviews, be adjusted for dates specified in the attached Word Document submitted by the vendor. The item is time-sensitive and is to be presented to the Board of County Commissioners at the next available meeting. Please approve the date change to be applied to the recently reviewed MOU – which is also attached.

Your attention is greatly appreciated and please let me know whether you need anything further.

Kind regards,

Joy Welborn

Accounting Specialist I

Department of Social Services

O: 910-677-2582

F: 910-677-2886

<http://www.ccdssnc.com/>



From: Graham, Karen <KGraham@nhcgov.com>

Sent: Thursday, March 30, 2023 12:59 PM

To: Welborn, Joy (b03) <JoyWelborn@ccdssnc.com>; Perry, Donnie (is1) <DonniePerry@ccdssnc.com>; Havens, Heath (b04) <HeathHavens@ccdssnc.com>

Cc: Williams, Gwendolyn <GWilliams@nhcgov.com>; Walker, Vanell <vwalker@nhcgov.com>; Tyler, Lora <lt Tyler@nhcgov.com>

Subject: FW: Cumberland County DSS Contract

CAUTION: This email originated from outside of the County. Do not open attachments, click on links, or reply unless you trust the sender or are expecting it.



SOLID WASTE MANAGEMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF APRIL 17, 2023

TO: BOARD OF COUNTY COMMISSIONERS

FROM: AMANDA LEE BADER, P.E., GENERAL MANAGER FOR NATURAL RESOURCES

DATE: 4/11/2023

SUBJECT: RESOLUTION FOR FUNDING ASSISTANCE FOR THE PROPOSED FUTURE CEDAR CREEK WATER AND SEWER DISTRICT

BACKGROUND

The Cumberland County Public Utilities Department and General Manager for Natural Resources have identified that the proposed future Cedar Creek water and sewer district may be eligible for funding through the North Carolina Department of Environmental Quality's Division of Water Infrastructure funding programs for a water supply well development, treatment, and distribution lines to this area that is dealing with emerging contaminants in their private wells. There are two funding rounds, one in the spring and one in the fall. Applications are due May 1, 2023, for the spring funding round. A resolution by the local government is required as part of the application process for funding assistance.

RECOMMENDATION / PROPOSED ACTION

At the April 11, 2023 Agenda Session meeting, the Board of Commissioners approved placing the proposed action below as a Consent Item on the April 17, 2023 Board of Commissioners' meeting:

Adopt the attached resolution allowing the department to move forward with the application for funding.

ATTACHMENTS:

Description

Cedar Creek Resolution

Type

Backup Material

RESOLUTION BY GOVERNING BODY OF APPLICANT

WHEREAS, Cumberland County has need for and intends to construct, plan for, or conduct a study in a project described as:

Future Cedar Creek Water and Sewer District water supply well development, treatment, and associated distribution lines, and;

WHEREAS, Cumberland County intends to request State loan and/or grant assistance for the project.

NOW THEREFORE BE IT RESOLVED, BY THE BOARD OF COMMISSIONERS FOR CUMBERLAND COUNTY:

That Cumberland County, the **Applicant**, will arrange financing for all remaining costs of the project, if approved for a State loan and/or grant award.

That the **Applicant** will provide for efficient operation and maintenance of the project on completion of construction thereof.

That the **Applicant** will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system and the repayment of all principal and interest on the debt.

That the governing body of the **Applicant** agrees to include in the loan agreement a provision authorizing the State Treasurer, upon failure of Cumberland County to make a scheduled repayment of the loan, to withhold from Cumberland County any State funds that would otherwise be distributed to the local government unit in an amount sufficient to pay all sums then due and payable to the State as a repayment of the loan.

That Clarence Grier, County Manager, the **Authorized Representative** and successors so titled, is hereby authorized to execute and file an application on behalf of the **Applicant** with the State of North Carolina for a loan and/or grant to aid in the study of or construction of the project described above.

That the **Authorized Representative**, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

That the **Applicant** has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, ordinances, and funding conditions applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted this the 17th day of April 2023 at 117 Dick Street in Fayetteville, North Carolina.

Cumberland County Board of Commissioners

By: _____
Toni Stewart, Chairwoman

Attest:

Andrea Tebbe, Clerk to the Board

FORM FOR CERTIFICATION BY THE RECORDING OFFICER

The undersigned duly qualified and acting Clerk to the Board of Commissioners for Cumberland County, North Carolina, does hereby certify: That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally convened meeting of the Board of Commissioners for Cumberland County duly held on the 17th day of April 2023; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 20____.

(Signature of Recording Officer)

Clerk to the Board



SOLID WASTE MANAGEMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF APRIL 17, 2023

TO: BOARD OF COUNTY COMMISSIONERS

FROM: AMANDA LEE BADER, P.E., GENERAL MANAGER FOR NATURAL RESOURCES

DATE: 4/11/2023

SUBJECT: RESOLUTION FOR FUNDING ASSISTANCE FOR THE GRAY'S CREEK WATER AND SEWER DISTRICT

BACKGROUND

The Cumberland County Public Utilities Department and General Manager for Natural Resources have identified the need for additional funding to serve this area and may be eligible for funding through the North Carolina Department of Environmental Quality's Division of Water Infrastructure funding programs for a water supply well development, treatment and distribution lines to this area that is dealing with emerging contaminants in their private wells. There are two funding rounds, one in the spring and one in the fall. Applications are due May 1, 2023, for the spring funding round. A resolution by the local government is required as part of the application process for funding assistance.

RECOMMENDATION / PROPOSED ACTION

At the April 11, 2023 Agenda Session meeting, the Board of Commissioners approved placing the proposed action below as a Consent Item on the April 17, 2023 Board of Commissioners' meeting and the Gray's Creek Water and Sewer District Governing Board Meeting agenda:

1. Adopt the attached resolution allowing the department to move forward with the application for funding.

ATTACHMENTS:

Description

Gray's Creek Resolution

Type

Backup Material

RESOLUTION BY GOVERNING BODY OF APPLICANT

WHEREAS, The residents of Cumberland County need safe and reliable drinking water.

WHEREAS, The Gray's Creek Water and Sewer District (Cumberland County) has need for and intends to construct, plan for, or conduct a study for a project described as:

Gray's Creek water supply well development, treatment, and associated distribution lines, and;

WHEREAS, The Gray's Creek Water and Sewer District intends to request State loan and/or grant assistance for the project.

NOW THEREFORE BE IT RESOLVED, BY THE GOVERNING BOARD OF THE GRAY'S CREEK WATER AND SEWER DISTRICT:

That Gray's Creek Water and Sewer District, the **Applicant**, will arrange funding for all remaining costs of the project, if approved for a State loan and/or grant award.

That the **Applicant** will provide for efficient operation and maintenance of the project upon completion of construction thereof.

That the **Applicant** will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available resources which will provide adequate funds for proper operation, maintenance, and administration of the system and the repayment of all principal and interest on the debt.

That the governing body of the **Applicant** agrees to include in the loan agreement a provision authorizing the State Treasurer, upon failure of the Gray's Creek Water and Sewer District to make a scheduled repayment of the loan, to withhold from the Gray's Creek Water and Sewer District any State funds that would otherwise be distributed to the local government unit in an amount sufficient to pay all sums then due and payable to the State as a repayment of the loan.

That Clarence Grier, County Manager, the **Authorized Representative** and successors so titled, is hereby authorized to execute and file an application on behalf of the **Applicant** with the State of North Carolina for a loan and/or grant to aid in the study of or construction of the project described above.

That the **Authorized Representative**, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

That the **Applicant** has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, ordinances, and funding conditions applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted this the 17th day April 2023 at 117 Dick Street in Fayetteville, North Carolina.

Gray's Creek Water and Sewer District

By: _____
Toni Stewart, Chairwoman
Gray's Creek Water & Sewer District
Governing Board

Attest:

Andrea Tebbe, Clerk to the Gray's Creek
Water & Sewer District Governing Board

FORM FOR CERTIFICATION BY THE RECORDING OFFICER

The undersigned duly qualified and acting Clerk to the Board of Commissioners for Cumberland County, North Carolina, does hereby certify: That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally convened meeting of the Board of Commissioners of Cumberland County acting as the governing body of the Gray's Creek Water and Sewer District duly held on the 17th day of April 2023; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 20____.

(Signature of Recording Officer)

Clerk to the Board



SOLID WASTE MANAGEMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF APRIL 17, 2023

TO: BOARD OF COUNTY COMMISSIONERS

**FROM: AMANDA LEE BADER, P.E. SOLID WASTE DIRECTOR AND GENERAL
MANAGER FOR NATURAL RESOURCES**

DATE: 4/17/2023

**SUBJECT: INTENT TO LEASE REAL PROPERTY AT 9221 GILES RD. FOR A
SOLID WASTE CONTAINER SITE**

BACKGROUND

The Solid Waste Department operates the Jernigan container site located at 9221 Giles Road in Linden. The current lease is with Ben Stout Real Estate Services. The owner for the new lease is Stout Timber, LLC. The current lease agreement was entered into on August 12, 2018, and expires on August 11, 2023. The current lease term is for five years at a total cost of FOUR THOUSAND DOLLARS (\$4,000). The property owner has agreed to renew the lease for an additional five years at a cost of FOUR THOUSAND DOLLARS (\$4,000) with the option to renegotiate a new lease at the end of this period. The proposed effective date of the new lease is August 12, 2023, with an expiration date of August 11, 2028. It is critical that this site remains open to provide the necessary service to the citizens of the surrounding community.

RECOMMENDATION / PROPOSED ACTION

At the April 11, 2023 Agenda Session meeting, the Board of Commissioners approved placing the proposed action below as a Consent Item on the April 17, 2023 Board of Commissioners' meeting:

1. Approve the lease renewal.
2. Approve the Chairwoman to execute the lease for the site.

ATTACHMENTS:

Description	Type
Jernigan Contract	Backup Material
Description	Backup Material

STATE OF NORTH CAROLINA

LEASE AGREEMENT
(JERNIGAN CONTAINER SITE)

COUNTY OF CUMBERLAND

Approved by the Board of Commissioners on _____, 2023

THIS LEASE AGREEMENT, made and entered into August, 2023, by and between STOUT TIMBER, LLC., party of the first part, hereinafter called OWNER, and CUMBERLAND COUNTY, party of the second part, hereinafter called COUNTY.

W I T N E S S E T H:

Subject to the terms and conditions herein contained, OWNER does hereby lease and let unto COUNTY, and COUNTY accepts as LESSEE, that certain tract or parcel of land in Carvers Creek Township, Cumberland County, North Carolina, being described as follows:

Containing 0.53 acres, more or less.

BEGINNING at a point in the southern margin of SR 1702 (60' right-of-way), said point being South 87 degrees East 335.00 feet from the point of intersection of the southern margin of said SR No. 1702 and the western margin of Lucille Jernigan Property as recorded in Deed Book 471, page 161 Cumberland County Registry; and running thence with the southern margin of said SR No. 1702 South 87 degrees East 250.00 feet to an existing monument; thence South 22 degrees 48 minutes East 46.00 feet to an existing monument in the western margin of SR No. 1700 (60' right-of-way); thence with the western margin of said SR No. 1700 South 41 degrees 49 minutes West 70.00 feet to a point; thence North 84 degrees 14 minutes West 226.41 feet to a point; thence North 03 degrees East 85.00 feet to the point and place of BEGINNING.

To have and to hold said lands for the term and upon the conditions as follows:

I.

This lease term shall commence on August 12, 2023 and continue for a period of five (5) years, unless sooner terminated by agreement of the parties or unless at any time continued performance by either of the parties will result in a violation of any county, state or federal law.

II.

COUNTY has been using this site and will continue to use this site for the purpose of maintaining a solid waste container site with the necessary solid waste containers, ramps, pads, driveways, and fences for public use.

III.

The rental to be paid by COUNTY to OWNER for said property shall be EIGHT HUNDRED DOLLARS (\$800.00) per year for the five (5) year period payable in a lump sum of FOUR THOUSAND DOLLARS (\$4,000.00) promptly after the execution of this lease agreement.

IV.

COUNTY will maintain the property in an orderly manner at all times.

V.

COUNTY may continue to make other additions, improvements, and alterations, and erect additional structures or install signs, in or around the property. Such additions, improvements, and alterations, or erection of structures or signs so placed in or upon or attached to the property shall remain the property of COUNTY and shall be removed from the property prior to the termination of this lease or within a reasonable time thereafter. If removal causes damage or injury to the property, COUNTY shall repair such damage or injury

VI.

OWNER warrants and covenants that it is the owner of the above described property, and has the authority to enter into this Lease.

VII.

County shall indemnify and hold harmless OWNER from any claims for damages, either for personal injury or property damage, made by the employees, agents, contractors or invitees of County, or anyone using the facility and arising out of or in connection with County's operations in maintaining the Solid Waste Container Site on said property for the use of the public.

IN WITNESS WHEREOF, this instrument is duly executed the day and year first above written.

COUNTY OF CUMBERLAND

ATTEST

BY: _____
ANDREA TEBBE, Clerk

BY: _____
DR. TONI STEWART, Chairwoman
Board of County Commissioners

STOUT TIMBER, LLC.

By: _____

BENJAMIN A. STOUT, President

APPROVED FOR LEGAL SUFFICIENCY UPON FORMAL
EXECUTION BY ALL PARTIES

BY: Chapman 3/10/23
County Attorney's Office

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

VICKI EVANS, County Finance Director

STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND

I, _____, a Notary Public in and for the State of North Carolina, certify that ANDREA TEBBE personally appeared before me this day and acknowledged that she is the Clerk to the Board of County Commissioners; that DR. TONI STEWART is the Chairwoman of said Board; that the seal affixed to the foregoing Instrument is the Corporate Seal of said Board; that said Instrument was signed and sealed by said Chairman and attested by the said Board, all by its authority duly granted; and that said ANDREA TEBBE acknowledged the said Instrument to be the act and deed of the said Board.

WITNESS my hand and seal this the ____ day of _____, 2023.

Notary Public

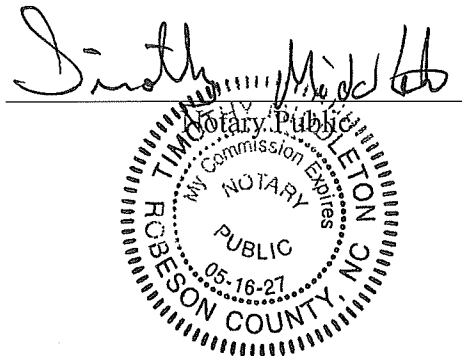
My Commission Expires: _____

STATE OF NORTH CAROLINA
COUNTY OF Robeson

I, Timothy Middleton, a Notary Public in and for the State of North Carolina, certify that Bentons Stout, personally appeared before me this day and acknowledged that he/she is the managing member of STOUT TIMBER, LLC., and that he/she executed the foregoing Lease Agreement on behalf of STOUT TIMBER, LLC., for the purpose therein expressed.

WITNESS my hand and seal this the 14 day of Feb, 2023.

My Commission Expires: 5/16/27



9221 giles rd

X

Q

Show search results for 9221 gi...

0 50 100 ft

35.2238

REID: 0563961202000

OWNER INFORMATION:

STOUT, BENJAMIN A.;STOUT,

VICTORIA

PO BOX 53798

FAYETTEVILLE, NC 28305

PIN:

PROPERTY DESC: VICTORIA

MANOR LOT18 PL00143-0180



9221



SOLID WASTE MANAGEMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF APRIL 17, 2023

TO: BOARD OF COUNTY COMMISSIONERS

**FROM: AMANDA LEE BADER, P.E. SOLID WASTE DIRECTOR AND GENERAL
MANAGER FOR NATURAL RESOURCES**

DATE: 4/18/2023

**SUBJECT: DIESEL EMISSIONS REDUCTION GRANT FOR CUMBERLAND
COUNTY SOLID WASTE TRACKED LOADER**

BACKGROUND

The North Carolina Department of Environmental Quality, Division of Air Quality, administers the Mobile Sources Emissions Reduction Program on behalf of the U.S. Environmental Protection Agency (EPA). Cumberland County Solid Waste submitted a grant application entitled Solid Waste Fleet Improvements for the replacement of a Tracked Loader. CCSWM was awarded a grant in the amount of \$105,000 with matching funds of \$314,996. Per the grant requirements, this engine must be destroyed. A three-inch hole must be drilled in the engine and the chassis must be cut in half. The machine to be replaced has over 12,000 hours.

RECOMMENDATION / PROPOSED ACTION

At the April 11, 2023, Agenda Session meeting, the Board of Commissioners approved placing the proposed action below as a Consent Item on the April 17, 2023, Board of Commissioners' meeting.

1. Approve the contract with NCDEQ.
2. Allow the Chairwoman to execute the contract on behalf of the County.
3. Surplus the Tracked Loader scheduled for replacement.

ATTACHMENTS:

Description

Contract No. 66388DERA

Type

Backup Material

STATE OF NORTH CAROLINA
COUNTY OF WAKE

SUBAPPLICANT'S FEDERAL
IDENTIFICATION
NUMBER: **_*** 0291

North Carolina Department of Environmental Quality Financial Assistance Agreement

This financial assistance agreement is hereby made and entered into by and between the **NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY** (the "Department") and the **CUMBERLAND COUNTY SOLID WASTE** (the "Subapplicant"¹). The assistance provided to the Subapplicant hereunder is a second-tier subaward of funding made available to the Department under the following Federal grant:

Federal Agency: United States Environmental Protection Agency
CFDA No.: 66.040 - State Clean Diesel Grant Program (B)
FAIN No.: 00D95219

1. **Audit and Other Reporting Requirements of the Local Government Commission.** If subject to the audit and other reporting requirements of the Local Government Commission pursuant to Article 3 of Chapter 159 of the North Carolina General Statutes ([Article 3 - The Local Government Budget and Fiscal Control Act](#)), the Subapplicant understands and agrees that the terms, conditions, restrictions and requirements hereinafter set forth shall only apply to the extent not inconsistent with, or superseded by, the audit and other reporting requirements of the Local Government Commission.
2. **Contract Documents.** The agreement between the parties consists of this document (the "Contract Cover") and its attachments, which are identified by name as follows:
 - a. Federal Grant Award, including all terms and conditions associated therewith ("Federal Grant Award") (Attachment A)
 - b. State's General Terms and Conditions (Attachment B)
 - c. Department's Request for Proposal ("RFP") (Attachment C)
 - d. Subapplicant's Response to RFP, including scope of work, line-item budget, budget narrative and, *if applicable*, indirect cost documentation (hereinafter referred to generally as the "Award Proposal") (Attachment D)
 - e. Notice of Certain Reporting and Audit Requirements (Attachment E)
 - f. Certification of No Overdue Tax Debts (Attachment F)
 - g. Certification Regarding Conflict of Interest (Attachment G)
 - h. Certification Regarding Lobbying (Attachment H)
 - i. Certification Regarding Debarment (Attachment I)
 - j. Certification Regarding Drug-Free Workplace (Attachment J)

Together, these documents (the "Contract Documents") constitute the entire agreement between the parties (the "Agreement"), superseding all prior oral or written statements or agreements. Modifications to this Contract Cover or to any other Contract Document may only be made through written amendments processed by the Department's Financial Services Division. Any such written amendment must be duly executed by an authorized representative of each party.

¹ The contract documents attached hereto may at times use alternative terms to describe the Subapplicant. Such terms might include, but are not necessarily limited to, the following (in common or proper form): "recipient," "applicant," or "participant."

- 3. Precedence Among Contract Documents.** In the event of a conflict or inconsistency between or among the Contract Documents, the document with the highest relative precedence shall prevail. This Contract Cover shall have the highest precedence. The order of precedence thereafter shall be determined by the order of documents listed in § 2 above, with the first-listed document having the second-highest precedence and the last-listed document having the lowest precedence. If there are multiple contract amendments, the most recent amendment has the highest precedence and the oldest amendment has the lowest precedence.
- 4. Contract Period.** This Agreement shall be effective from **March 31, 2023, to March 31, 2024**, inclusive of those dates (*contract is fully executed after the date of the last signature*).
- 5. Subapplicant's Duties.** As a condition of the grant award, the Subapplicant agrees to:
- a. Undertake and deliver the grant award project, plan or services as described in the Award Proposal (Attachment D), adhering to all budgetary provisions set out therein throughout the course of performance.
 - b. Ensure that all award funds are expended in a manner consistent with the underlying purposes of the Federal Grant Award.
 - c. Comply with all terms, conditions, restrictions and requirements applicable to subapplicants under the Federal Grant Award.
 - d. Comply with the requirements of [09 NCAC 03M .0101](#), *et seq.* (Uniform Administration of State Awards of Financial Assistance), including, but not limited to, those provisions relating to audit oversight, access to records, and availability of audit work papers in the possession of any auditor of any recipient of State funding.
 - e. Comply with the applicable provisions of Notice of Certain Reporting and Audit Requirements (Attachment E).
 - f. Maintain all records related to this Agreement (i) for a period of six (6) years following the date on which this Agreement expires or terminates, (ii) for the period of time required by the Federal Grant Award, or (iii) until all audit exceptions have been resolved, whichever is longest.
 - g. Comply with all laws, ordinances, codes, rules, regulations, and licensing requirements applicable to its performance hereunder and/or the conduct of its business generally, including those of Federal, State, and local agencies having jurisdiction and/or authority.
 - h. Obtain written approval from the Department's Contract Administrator (see § 14 below) prior to making any subaward or subgrant not already described in the Award Proposal.
 - i. Ensure that the terms, conditions, restrictions and requirements of this Contract Cover, including those incorporated by reference to applicable law, the Federal Grant Award and/or any other Contract Document, are made applicable to, and binding upon, any lower-tier subapplicant who receives as a subaward or subgrant any portion of the award funds made available to the Subapplicant hereunder.

- j. Take reasonable measures to ensure that any lower-tier subapplicant (i) complies with the terms, conditions, restrictions and requirements set forth in this Contract Cover, including those incorporated by reference to applicable law, the Federal Grant Award and/or any other Contract Document, and (ii) provides such information in its possession as may be necessary for the Subapplicant to comply with such terms, conditions, restrictions and requirements.

6. **Historically Underutilized Businesses.** Historically Underutilized Businesses (HUBs) consist of minority, women and disabled business firms that are at least fifty-one percent owned and operated by an individual(s) of the categories. Also included in this category are disabled business enterprises and non-profit work centers for the blind and severely disabled.

Pursuant to [G.S. 143B-1361 \(a\)](#), [G.S. 143-48](#) and [G.S. 143-128.4](#), the Department invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. This includes utilizing subcontractors to perform the required functions in this contract. Any questions concerning NC HUB certification, contact the [North Carolina Office of Historically Underutilized Businesses](#) at (919) 807-2330.

7. **Department's Duties.** The Department shall pay the Subapplicant in the manner and amounts specified below and in accordance with the approved budget set forth in the Award Proposal.
8. **Total Award Amount.** The total amount of award funds paid by the Department to the Subapplicant under this Agreement shall not exceed **ONE HUNDRED FIVE THOUSAND DOLLARS (\$105,000.00)** (the "Total Award Amount"). This amount consists of:

Funding:

Type of Funds	Funding Source	CFDA No.
Federal Grant	United States Environmental Protection Agency	66.040

Accounting Code Information:

Dollars	GL Company	GL Account	GL Center
\$105,000.00	1602	536989	2350-3513

Subapplicant Matching Information:

- ☐ a. There are no matching requirements from the Subapplicant.
- ☐ b. There are no matching requirements from the Subapplicant; however, the Subapplicant has committed the following match to this project:

	In-Kind	\$
	Cash	\$
	Cash and In-Kind	\$
	Other / Specify:	\$

- ☒ c. The Subapplicant's matching requirement is \$, which shall consist of:

	In-Kind	\$
	Cash	\$
	Cash and In-Kind	\$314,996.00
	Other / Specify:	\$

- [] d. The Subapplicant is committing to an additional **\$0** to complete the project or services described in the Award Proposal.

Based on the figures above, the total contract amount is **\$419,996.00**. The Subapplicant represents that any contributions of its own shall be sourced from non-Federal funds.

- 9. Invoice and Payment.** The award funds shall be disbursed to the Subapplicant in accordance with the following provisions:
- a. The Subapplicant shall submit invoices to the Department's Contract Administrator at least quarterly. The final invoice must be received by the Department within forty-five (45) days following the date on which termination or expiration of this Agreement becomes effective. Amended or corrected invoices must be received by the Department's Financial Services Division within six (6) months of such date. Any invoice received thereafter shall be returned without action.
- 10. Subapplicant's Fiscal Year.** The Subapplicant represents that its fiscal year is from July 1 to June 30.
- 11. Availability of Funds.** The Subapplicant understands and agrees that payment of the sums specified herein shall be subject to, and contingent upon, the allocation and appropriation of funds to the Department for the purposes described in this Agreement.
- 12. Reversion of Unexpended Funds.** The Subapplicant understands and agrees that any unexpended grant funds shall revert to the Department upon the termination of this Agreement.
- 13. Supplantation of Expenditure of Public Funds.** The Subapplicant understands and agrees that funds received pursuant to this Agreement shall be used only to supplement, not to supplant, the total amount of Federal, State and local public funding that the Subapplicant would otherwise expend to carry out the project or services described in the Award Proposal.
- 14. Contract Administrators.** Each party shall submit notices, questions and correspondence related to this Agreement to the other party's Contract Administrator. The contact information for each party's Contract Administrator is set out below. Either party may change its Contract Administrator and/or the associated contact information by giving timely written notice to the other party.

Subapplicant Contract Administrator	Department's Contract Administrator
Clarence Grier Cumberland County Solid Waste 1225 Ramsey Street Fayetteville NC 28301 Telephone: (910) 323-1540 Email: cgrier@cumberlandcountync.gov	Sheila Blanchard North Carolina Department of Environmental Quality 1641 Mail Service Center Raleigh, NC 27699 Telephone: 919-707-8423 Email: sheila.blanchard@ncdenr.gov

- 15. Assignment.** The Subapplicant may not assign its obligations or its rights to receive payment hereunder.
- 16. Procurement.** The Subapplicant understands and agrees that all procurement activities undertaken in connection with this Agreement shall be subject to the following provisions:
- a. None of the work or services to be performed under this Agreement involving the specialized skill or expertise of the Subapplicant shall be contracted without prior written approval from the Department.

- b. In the event the Subapplicant or any subrecipient of the Subapplicant contracts for any of the work to be performed hereunder, the Subapplicant shall not be relieved of any duties or responsibilities herein set forth.
- c. The Subapplicant shall not contract with any vendor who is restricted from contracting with the State of North Carolina pursuant to N.C. [G.S. 143-133.3](#), [G.S. 143-59.1](#), [G.S. 143-59.2](#) or [G.S. 147-86.60](#).

17. Subawards. The Subapplicant understands and agrees that any subaward or subgrant of any portion of the financial assistance provided hereunder shall not relieve the Subapplicant of any duties or responsibilities herein set forth.

18. Title VI and Other Nondiscrimination Requirements. Throughout the course of its performance hereunder, the Subapplicant shall comply with all applicable State and Federal laws, regulations, executive orders and policies relating to nondiscrimination, including, but not limited to:

Title VI of the Civil Rights Act of 1964, as amended;

Civil Rights Restoration Act of 1987, as amended;

Section 504 of the Rehabilitation Act of 1973, as amended;

Age Discrimination Act of 1975, as amended;

Titles II and III of the Americans with Disabilities Act of 1990, as amended;

Title IX of the Education Amendments of 1972, as amended;

Part III of Executive Order No. 11246 (September 24, 1965), as amended; and

Section 13 of the Federal Water Pollution Control Act Amendments of 1972.

In accordance with the above laws and their implementing regulations, the Subapplicant agrees to ensure that no person in the United States is, on the basis of race, color, national origin, sex, age or disability, excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity for which the Subapplicant receives Federal assistance. For purposes of this provision, "program or activity" shall have the meaning ascribed to that term under Federal law (see 42 U.S.C.S. § 2000d-4a).

The Subapplicant understands and acknowledges that, in addition to itself, any lower-tier recipient of the financial assistance provided hereunder must also comply with the requirements of this section. Accordingly, the Subapplicant agrees to include a similar provision in any financial assistance agreement made with any lower-tier recipient of such assistance.

19. E-Verify. To the extent applicable, the Subapplicant represents that it and each of its lower-tier subapplicants, contractors and/or subcontractors performing work pursuant to, or in association with, this Agreement are in compliance with Article 2 of Chapter 64 of the North Carolina General Statutes ([Article 2 - Verification of Work Authorization](#)), including, in particular, the requirement that certain employers verify the work authorization of newly hired employees using the Federal E-Verify system.

- 20. Termination by Mutual Consent.** This Agreement may be terminated by mutual consent of the parties, provided the consent is documented in writing and duly executed by an authorized representative of each party.
- 21. Survival.** Any provision contained in this or any other Contract Document that contemplates performance or observance subsequent to the termination or expiration of this Agreement shall survive the termination or expiration hereof and continue in full force and effect.
- 22. Signature Warranty.** The undersigned represent and warrant that they are authorized to bind their principals to the terms and conditions of this Contract Cover and the Agreement generally, including those incorporated by reference to applicable law.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by the duly authorized representative in duplicate originals, one of which is retained by each of the Parties.

CUMBERLAND COUNTY SOLID WASTE

NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY

By _____
Subapplicant's Signature

By _____
Signature of Department Head or Authorized Agent

Printed Name and Title

Tommy Kirby, Purchasing Director
Printed Name and Title

Organization

Financial Services Division, Purchasing and Contracts
Division/Section

Date Signed

Date Signed

ORIGINAL

	U.S. ENVIRONMENTAL PROTECTION AGENCY Cooperative Agreement	GRANT NUMBER (FAIN): 00D95219		DATE OF AWARD
		MODIFICATION NUMBER: 0		08/14/2019
		PROGRAM CODE: DS		MAILING DATE
		TYPE OF ACTION		08/21/2019
New		PAYMENT METHOD:		ACH#
ASAP				40192
RECIPIENT TYPE: State		Send Payment Request to: Las Vegas Finance Center		
RECIPIENT:		PAYEE:		
North Carolina DEQ 217 W. Jones Street Raleigh, NC 27603 EIN: 56-6000372		North Carolina Department of Environmental Quality 217 W. Jones Street Raleigh, NC 27603		
PROJECT MANAGER		EPA PROJECT OFFICER		EPA GRANT SPECIALIST
Jill Vitas 217 W. Jones Street Raleigh, NC 27603 E-Mail: jill.vitas@ncdenr.gov Phone: 919-707-8424		Artra Cooper 61 Forsyth Street Atlanta, GA 30303-8960 E-Mail: cooper.artra@epa.gov Phone: 404-562-9047		Sherry Miles Grants and Audit Management Section E-Mail: miles.sherry@epa.gov Phone: 404-562-8396
PROJECT TITLE AND DESCRIPTION State Clean Diesel Grant Program (B)				
This action approves an award in the amount of \$493,331 to the State of North Carolina to assist in its efforts to reduce diesel emissions and exposure throughout the state. North Carolina Department of Environmental Quality will fund the addition of a blended after-treatment system (BATS) on two passenger locomotives used in the North Carolina Department of Transportation Piedmont Passenger Service between Raleigh and Charlotte.				
BUDGET PERIOD	PROJECT PERIOD	TOTAL BUDGET PERIOD COST	TOTAL PROJECT PERIOD COST	
10/01/2019 - 09/30/2020	10/01/2019 - 09/30/2020	\$822,218.00	\$822,218.00	
NOTICE OF AWARD				
Based on your Application dated 06/18/2019 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$493,331. EPA agrees to cost-share 60.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$493,331. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.				
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)		AWARD APPROVAL OFFICE		
ORGANIZATION / ADDRESS		ORGANIZATION / ADDRESS		
61 Forsyth Street Atlanta, GA 30303-8960		U.S. EPA, Region 4 Air and Radiation Division 61 Forsyth Street Atlanta, GA 30303-8960		
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY				
Digital signature applied by EPA Award Official Keva R. Lloyd - Grants Management Officer				DATE
				08/14/2019

EPA Funding Information

DS - 00D95219 - 0 Page 2

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$	\$ 493,331	\$ 493,331
EPA In-Kind Amount	\$	\$	\$ 0
Unexpended Prior Year Balance	\$	\$	\$ 0
Other Federal Funds	\$	\$	\$ 0
Recipient Contribution	\$	\$ 328,887	\$ 328,887
State Contribution	\$	\$	\$ 0
Local Contribution	\$	\$	\$ 0
Other Contribution	\$	\$	\$ 0
Allowable Project Cost	\$ 0	\$ 822,218	\$ 822,218

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.040 - State Clean Diesel Grant Program (B)	Diesel Emissions Reduction Act of 2010 codified at 42 U.S.C. 16131 et seq Consolidated Appropriations Act of 2019 (PL 116-6)	2 CFR 200 2 CFR 1500 and 40 CFR 33

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
-	1904VW9139	19	E4	04V6	000AH4	4123			493,331
									493,331

Budget Summary Page: FY19 NC AHERA

Table A - Object Class Category (Non-construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$15,688
2. Fringe Benefits	\$5,685
3. Travel	\$2,000
4. Equipment	\$0
5. Supplies	\$250
6. Contractual	\$0
7. Construction	\$0
8. Other	\$796,399
9. Total Direct Charges	\$820,022
10. Indirect Costs: 14.00% Base personnel	\$2,196
11. Total (Share: Recipient 40.00 % Federal 60.00 %.)	\$822,218
12. Total Approved Assistance Amount	\$493,331
13. Program Income	\$0
14. Total EPA Amount Awarded This Action	\$493,331
15. Total EPA Amount Awarded To Date	\$493,331

Administrative Conditions

General Terms and Conditions

The recipient agrees to comply with the current EPA general terms and conditions available at:

<https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2018>

These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at

<http://www.epa.gov/grants/grant-terms-and-conditions>.

GRANT-SPECIFIC ADMINISTRATIVE CONDITIONS

A. UTILIZATION OF SMALL, MINORITY AND WOMEN'S BUSINESS ENTERPRISES

GENERAL COMPLIANCE, 40 CFR, Part 33

The recipient agrees to comply with the requirements of EPA's Disadvantaged Business Enterprise (DBE) Program for procurement activities under assistance agreements, contained in 40 CFR, Part 33.

MBE/WBE REPORTING, 40 CFR, Part 33, Subpart E

The recipient agrees to complete and submit a "MBE/WBE Utilization Under Federal Grants and Cooperative Agreements" report (EPA Form 5700-52A) on an annual basis. The current EPA Form 5700-52A can be found at the EPA Office of Small and Disadvantaged Business Utilization's Home Page at <https://www.epa.gov/resources-small-businesses>

MBE/WBE reporting is required in annual reports. Reporting is required for assistance agreements where there are funds budgeted for procuring construction, equipment, services and supplies, including funds budgeted for direct procurement by the recipient or procurement under subawards or loans in the "Other" category with a cumulative total that exceed the threshold amount of \$250,000, including amendments and/or modifications. The recipient must make reporting a requirement of all sub-awards/loans. All procurement actions are reportable, not just that portion which exceeds \$250,000.

When completing the annual report, recipients are instructed to check the box titled "annual" in section 1B of the form. For the final report, recipients are instructed to check the box titled "annual" and the box indicated for the "last report" of the project in section 1B of the form. Annual reports are due by October 30th of each year. Final reports are due by October 30th or 90 days after the end of the project period, whichever comes first.

The reporting requirement is based on total procurements. Recipients with expended and/or budgeted funds for procurement are required to report annually whether the planned procurements take place during the reporting period or not. If no budgeted procurements take place during the reporting period, the recipient should check the box in section 5B when completing the form.

MBE/WBE reports should be sent to:

R4epagrantsmbewberegarding@epa.gov
cc: miles.sherry@epa.gov (optional)

Based on EPA's review of the planned budget, this award meets the conditions above and is subject to the Disadvantaged Business Enterprise (DBE) Program reporting requirements. However, if the recipient believes this award does not meet these conditions, it must provide a justification and budget detail within 21 days of the award date clearly demonstrating that, based on the planned budget, this award is not subject to the DBE reporting requirements to the Regional point of contact listed above, if applicable.

This provision represents an approved deviation from the MBE/WBE reporting requirements as described in 40 CFR, Part 33, Section 33.502; however, the other requirements outlined in 40 CFR Part 33 remain in effect, including the Good Faith Effort requirements as described in 40 CFR Part 33 Subpart C, and Fair Share Objectives negotiation as described in 40 CFR Part 33 Subpart D and explained below.

FAIR SHARE OBJECTIVES, 40 CFR, Part 33, Subpart D

A recipient must negotiate with the appropriate EPA award official, or his/her designee, fair share objectives for MBE and WBE participation in procurement under the financial assistance agreements.

In accordance with 40 CFR, Section 33.411 some recipients may be exempt from the fair share objectives requirements described in 40 CFR, Part 33, Subpart D. Recipients should work with their DBE coordinator, if they think their organization may qualify for an exemption.

Current Fair Share Objective/Goal

The dollar amount of this assistance agreement or the total dollar amount of all of the recipient's financial assistance agreements in the current federal fiscal year from EPA is \$250,000, or more. The State of North Carolina has negotiated the following, applicable MBE/WBE fair share objectives/goals with EPA as follows:

MBE: CONSTRUCTION; SUPPLIES; SERVICES; EQUIPMENT: 10.9%

WBE: CONSTRUCTION; SUPPLIES; SERVICES; EQUIPMENT: 10.4%

Negotiating Fair Share Objectives/Goals

In accordance with 40 CFR, Part 33, Subpart D, established goals/objectives remain in effect for three fiscal years unless there are significant changes to the data supporting the fair share objectives. The recipient is required to follow requirements as outlined in 40 CFR Part 33, Subpart D when renegotiating the fair share objectives/goals.

SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C

Pursuant to 40 CFR, Section 33.301, the recipient agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

- (a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they

are potential sources.

(b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.

(c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

(d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

(e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.

(f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

CONTRACT ADMINISTRATION PROVISIONS, 40 CFR, Section 33.302

The recipient agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

BIDDERS LIST, 40 CFR, Section 33.501(b) and (c)

Recipients of a Continuing Environmental Program Grant or other annual reporting grant agree to create and maintain a bidders list. Recipients of an EPA financial assistance agreement to capitalize a revolving loan fund also agree to require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR, Section 33.501 (b) and (c) for specific requirements and exemptions.

B. EXTENSION OF PROJECT/BUDGET PERIOD EXPIRATION DATE

EPA has not exercised the waiver option to allow automatic one-time extensions for non-research grants under 2 CFR 200.308 (d)(2). Therefore, if a no cost time extension is necessary to extend the period of availability of funds the recipient must submit a written request to the EPA prior to the budget/project period expiration dates. The written request must include: a written justification describing the need for additional time, an estimated date of completion, and a revised schedule for project completion including updated milestone target dates for the approved workplan activities. In addition, if there are overdue reports required by the administrative and programmatic terms and conditions of this assistance agreement, the recipient must ensure that they are submitted along with or prior to submitting the no cost time extension request.

The extension request must be submitted to the local Grants Office via email to: miles.sherry@epa.gov. An interim FFR (SF-425) covering all expenditures and obligations to date, must be emailed to the Las Vegas Finance Office at LVFC-grants@epa.gov or sent to the following address:

US EPA, Las Vegas Finance Center
4220 S. Maryland Pkwy, Bld C, Rm 503
Las Vegas, NV 89119

To expedite processing of your request, please submit a courtesy copy of the interim FFR to the local Grants Office along with your written extension request. All email attachments must be sent in pdf format. Documents emailed to us in any other format will not be accepted.

Programmatic Conditions

GRANT-SPECIFIC PROGRAMMATIC TERMS AND CONDITIONS

A. Substantial Federal Involvement for Cooperative Agreements

EPA will provide substantial involvement in the form of technical assistance, development of outputs, and oversight. Specifically, substantial federal involvement will take the form of monitoring the recipient's project by EPA, participation and collaboration between EPA and the recipient in program content, review of project progress, and quantification and reporting of results.

B. Emissions Control Technologies

Emissions Reduction Projects funded by the recipient pursuant to this assistance agreement must use verified technologies and/or must use engines and engine configurations certified by EPA and, if applicable, CARB. Technologies are verified under EPA or California's Retrofit Technology Verification Programs. See the following lists for eligible technologies:

- B.1. EPA verified engine retrofit technologies and engine upgrade technologies:
www.epa.gov/verified-diesel-tech/verified-technologies-list-clean-diesel
- B.2. California Air Resources Board (CARB) verified engine retrofit technologies:
www.arb.ca.gov/diesel/verdev/vt/cvt.htm
- B.3. EPA verified idle reduction technologies:
www.epa.gov/verified-diesel-tech/idling-reduction-technologies-irts-trucks-and-school-buses
- B.4. EPA verified aerodynamic technologies:
www.epa.gov/verified-diesel-tech/aerodynamic-devices
- B.5. EPA verified low rolling resistance tires:
www.epa.gov/verified-diesel-tech/low-rolling-resistance-lrr-new-and-retread-tires
- B.6. EPA certified engines and certified remanufacture systems for locomotives and marine engines:
www.epa.gov/compliance-and-fuel-economy-data/engine-certification-data
- B.7. EPA Certified Conversion Systems for New Vehicles and Engines and compliant Conversion Systems for Intermediate-Age Vehicles and Engines:
www.epa.gov/vehicle-and-engine-certification/lists-epa-compliant-alternative-fuel-conversion-systems
- B.8. CARB Approved Alternate Fuel Retrofit Systems: www.arb.ca.gov/msprog/aftermkt/altfuel/altfuel.htm

Any question as to the eligibility or preference of a retrofit technology, including vehicle/engine/equipment replacements, should be directed to the EPA Project Officer.

C. Quarterly Reporting and Environmental Results

Quarterly progress reports will be required. Quarterly reports are considered project status reports and will address

the progress made achieving the work plan objectives, including milestones and anticipated outputs and outcomes. In general, quarterly reports will include summary information on technical progress and expenditures, and planned activities for next quarter. A template for the quarterly report is available at:

<https://www.epa.gov/cleandiesel/clean-diesel-state-allocations#report>. Quarterly reports are due according to the following schedule. If a due date falls on a weekend or holiday, the report will be due on the next business day.

April 1 – June 30 Reporting Period: report due date July 30

July 1 – September 30 Reporting Period: report due date October 30

October 1 – December 31 Reporting Period: report due date January 30

January 1 – March 31 Reporting Period: report due date April 30

If a project start date falls within a defined Reporting Period the recipient must report for that period by the given due date. This quarterly reporting schedule shall be repeated for the duration of the award agreement.

D. Final Report:

The final project report will include all categories of information required for quarterly reporting, including a final, detailed fleet description. The final project report will also include a narrative summary of the project or activity, project results (outputs and outcomes) including final emissions benefit calculations, and the successes and lessons learned for the entire project. To the extent possible, final emission benefit calculations should be based on the actual number and type of technologies, vehicles, equipment and engines implemented under the award and actual vehicle miles traveled, idling and/or operating hours, and fuel use. If actual vehicle miles traveled, idling and/or operating hours, and fuel use are not available, the final report will include a detailed explanation of how these values are derived, as well as any assumptions or default values used, for the purposes of emissions benefit calculations. The final report will also detail the methodologies used for the emission benefit calculation.

For projects involving vehicle/engine/equipment replacements the recipient must provide in the final report evidence of appropriate scrappage (see E.7.4 below).

For projects that take place in an area affected by, or includes vehicles, engines or equipment affected by federal law mandating emissions reductions, the recipient must provide in the final report evidence that emission reductions funded with EPA funds were implemented prior to the effective date of the mandate and/or are in excess of (above and beyond) those required by the applicable mandate.

The final report shall be submitted to the EPA Project Officer within 90 days after the project period end date or termination of the assistance agreement. A template for the final report will be available at www.epa.gov/cleandiesel/clean-diesel-state-allocations.

E. Use of Funds Restriction:

E.1. Federal Matching Funds: Recipient agrees that funds under this award cannot be used for matching funds for other federal grants unless expressly authorized by statute. Likewise, recipient may not use federal funds as cost-share funds for the Clean Diesel Funding Assistance Program, including funds received under EPA's State Clean Diesel Grant Program and federal Supplemental Environmental Project (SEP) funds.

E.2 Expense Cap: Recipient agrees that no more than 15 percent of the recipient's total project costs may be used to cover personnel, fringe benefits, and travel. Total project costs include the federal share as well as any cost-share provided by the state.

E.3. Emissions Testing: Recipient agrees that funds under this award cannot be used for emissions testing and/or air monitoring activities (including the acquisition cost of emissions testing equipment), or research and development.

E.4. Fueling Infrastructure: Recipient agrees that funds under this award cannot be used for fueling infrastructure, such as that used for the production and/or distribution of biodiesel, compressed natural gas, liquefied natural gas, and or other cleaner fuels.

E.5. **Mandated Measures:** Recipient agrees that funds under this award cannot be used for emissions reductions that are mandated under federal law. This refers to specific compliance dates within the mandate, not when the mandate is passed. Voluntary or elective emissions reductions measures shall not be considered “mandated”, regardless of whether the reductions are included in the State Implementation Plan of a State.

E.6. **Fleet Expansion:** Recipient agrees that funds under this award, including subawards/subgrants, cannot be used for the purchase of vehicles, engines, or equipment to expand a fleet. Engine, vehicle, and equipment replacement projects are eligible for funding on the condition that the following criteria are satisfied:

E.6.1. The vehicle, equipment and/or engine being replaced must be fully operational and in current, regular service.

E.6.2. The replacement vehicle/engine/equipment will continue to perform similar function and operation as the vehicle/engine/equipment that is being replaced.

E.6.3. The replacement vehicle, engine, or equipment will be of similar type and similar gross vehicle weight rating or horsepower as the vehicle, engine, or equipment being replaced.

E.6.3.1. *Nonroad, Locomotive, and Marine:* Horsepower increases of more than 25 percent will require written approval by the EPA Project Officer prior to purchase, and the applicant may be required to pay the additional costs associated with the higher horsepower equipment.

E.6.3.2. *Highway :* The replacement vehicle must not be in a larger weight class than the existing vehicle (Class 5, 6, 7, or 8). The engine’s primary intended service class must match the replacement vehicle’s weight class (i.e. a LHD diesel engine is used in a vehicle with GVWR 16,001 – 19,500 pounds, a MHD diesel engine is used in a vehicle with a GVWR of 19,501 – 33,000 pounds, and an HHD diesel engine is used in a vehicle with a GVWR greater than 33,000 pounds.) Exceptions may be granted for vocational purposes, however the GVWR must stay within 10 percent of the engine’s intended service class and any exceptions will require written approval by the EPA Project Officer prior to purchase.

E.6.4. The vehicle, equipment, and/or engine being replaced must be scrapped or rendered permanently disabled within ninety (90) days of being replaced.

E.6.4.1. If a 2010 engine model year (EMY) or newer vehicle is replaced, the 2010 EMY or newer vehicle may be retained or sold if the 2010 EMY or newer vehicle will replace an 1996-2009 EMY vehicle, and the 1996-2009 EMY vehicle will be scrapped. It is preferred that the scrapped unit currently operates within the same project location(s) as the 2010 EMY or newer vehicle currently operates, however alternative scenarios will be considered. The term “project location” refers to the primary area where the affected vehicles/engines operate, or the primary area where the emissions benefits of the project will be realized. All existing and replacement vehicles are subject to the funding restrictions in these terms and conditions. All equipment must operate within the United States. Under this scenario, a detailed scrappage plan must be submitted and will require prior EPA approval.

E.6.4.2. If a Tier 2 or Tier 3 locomotive, marine, or nonroad vehicle, equipment and/or engine is replaced, the units may be retained or sold if they will replace a similar, lower Tiered unit, and the lower Tiered unit will be scrapped. It is preferred that the scrapped unit currently operates within the same project location(s) as the original Tier 2 or 3 unit currently operates, however alternative scenarios will be considered. The term “project location” refers to the primary area where the affected vehicles/engines operate, or the primary area where the emissions benefits of the project will be realized. All existing and replacement equipment are subject to the funding restrictions in these terms and conditions. All equipment must operate within the United States. Under this scenario, a detailed scrappage plan must be submitted and will require prior EPA approval.

E.6.4.3. Cutting a three-inch by three-inch hole in the engine block (the part of the engine containing the cylinders) is the preferred scrapping method. Other acceptable scrappage methods may be considered and will require prior written approval from the EPA Project Officer.

E.6.4.4. Disabling the chassis may be completed by cutting through the frame/frame rails on each side at a point located between the front and rear axles. Other acceptable scrappage methods may be considered and will require prior written approval from the EPA Project Officer.

E.6.4.5. Evidence of appropriate disposal is required in a final assistance agreement report submitted to EPA and includes a signed certificate of destruction (to be provided by the EPA Project Officer) or alternative documentation as approved by the EPA Project Officer, and digital photos of the engine tag (showing serial number, engine family number, and engine model year), the destroyed engine block, and cut frame rails or other cut structural components as applicable.

E.6.4.6. Scrapped engines and equipment and vehicle components may be salvaged from the unit being replaced (e.g. plow blades, shovels, seats, tires, etc.). If scrapped or salvaged engines, vehicles, equipment, or parts are to be

sold, program income requirements apply.

E.6.4.7. For tire replacement projects, the original tires should be scrapped according to local or state requirements, or the tires can be salvaged for reuse or retreading. If salvaged tires are sold, program income requirements apply.

E.7. Single-Wide Wheels: Recipient agrees that funds under this award cannot be used for the purchase of single-wide wheels except where a fleet is retrofitting from standard dual tires to SmartWay-verified single-wide low rolling resistance tires. In this case, the cost of single-wide wheels would be acceptable as additional equipment necessary to use the SmartWay verified technology.

E.8. Auxiliary Power Units: Recipient agrees that funds under this award cannot be used for the purchase of APUs or generators for vehicles with engine model year 2007 or newer.

E.9. Replacement Technologies: Recipient agrees that funds under this award cannot be used for the purchase of engine retrofits, idle reduction technologies, low rolling resistance tires or advanced aerodynamic technologies if similar technologies have previously been installed on the truck or trailer.

E.10. Highway Model Year: Recipient agrees that funds under this award cannot be used to retrofit (including idle reduction technologies and aerodynamics and tires), convert, or replace a transit bus, medium-duty, or heavy-duty highway vehicle with engine model year 1995 and older or 2010 and newer, or to retrofit engine model year 2007 and newer with DOCs or DPFs, or retrofit engine model year 2010 and newer with SCR, or replace engine model year 2010 or newer with other than zero tailpipe emission or low NOx. Refer to Table 1 for further explanation.

E.10.1 Clean Alternative Fuel Conversion: Funds under this award cannot be used to purchase certified/approved conversion systems that do not meet the following criteria:

E.10.1.1 Existing engine model 1996-2006: Conversion kit must be certified or approved to achieve at least a 30% NOx reduction and a 10% PM reduction from the applicable certified emission standard of the original engine.

E.10.1.2 Existing engine model 2007 and newer: Conversion kit must be certified or approved to achieve at least a 20% NOx reduction with no increase in PM from the applicable certified emission standards of the original engine.

Table 1: Medium and Heavy-Duty Trucks, Transit Buses, and School Buses Funding Restrictions

Current Engine Model Year (EMY)	DOC+/- CCV	DPF	SCR	Verified Idle Reduction, Tires, or Aero-dynamics	Vehicle or Engine Replacement: EMY 2016+ (2013+ for Drayage)	Vehicle Replacement Zero Emission
older - 1995	No	No	No	No	No	No
1996 - 2006	Yes	Yes	Yes	Yes	Yes	Yes
2007 - 2009	No	No	Yes	Yes*	Yes	Yes
						Yes

2010 - newer	No	No	No	Yes*	No	
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* Auxiliary Power Units and generators are not eligible on vehicles with EMY 2007 or newer.

E.11. Nonroad Operating Hours: Recipient agrees that funds under this award cannot be used to retrofit, replace or upgrade, or replace a nonroad engine that operates less than the thresholds defined below. Engine hours may be combined to reach the thresholds below where two units will be scrapped and replaced with a single unit.

E.11.1. Agricultural Pumps: 250 hours per year.

E.11.2 All Other Nonroad Engines: 500 hours per year.

E.12. Nonroad Model Year and Tier: Recipient agrees that funds under this award cannot be used to retrofit, upgrade or replace a nonroad engine that is 50 HP or less and engine model year 2005 or older, or between 51-300 HP and engine model year 1995 or older, or 301 HP or greater and engine model year 1985 or older. Refer to Table 2 for further explanation.

E.12.1. *Equipment and Vehicle Replacement* : Funds under this award cannot be used to replace nonroad vehicles and equipment with vehicles/equipment powered by unregulated, Tier 1, or Tier 2 engines compression ignition (CI) engines. Vehicles/equipment powered by Tier 3 and Tier 4 interim (4i) engines are allowed for vehicle/equipment replacement only when Tier 4 final is not yet available from OEM for 2019 model year equipment under the Transition Program for Equipment Manufacturers (TPEM). Funds under this award cannot be used to replace nonroad vehicles and equipment with vehicles/equipment powered by unregulated or Tier 1 nonroad large spark-ignition (SI) engines.

E.12.2. *Engine Replacement* : Funds under this award cannot be used to replace nonroad engines with Tier 3 or lower CI engines. Funds under this award cannot be used to replace nonroad engines with Tier 1 or lower SI engines.

Table 2. Nonroad Engines Funding Restrictions

Current Engine Horse-power	Current Engine Model Year (EMY) and Tier	Vehicle/Equipment Replacement: EMY 2019+		Verified Engine Retrofit		Spark Ignition
		Compression Ignition				
		Tier 0-2	Tier 3-4i			Tier 2
0-50	2006 and Newer; Unregulated – Tier 2	No	No	Yes	Yes	Yes
51-300	1996 and Newer; Tier 0 – Tier 2	No	Yes*	Yes	Yes	Yes
51-300	1996 and Newer; Tier 3	No	No	Yes	Yes	Yes

301+	1986 and Newer; Tier 0 – Tier 2	No	Yes*	Yes	Yes	Yes
301+	1986 and Newer; Tier 3	No	No	Yes	Yes	Yes
Current Engine Horse-power	Current Engine Model Year (EMY) and Tier	Engine Replacement: EMY 2019+**				
		Compression Ignition		Spark Ignition		Zero I
		Tier 0-3	Tier 4	Tier 2		
0-50	2006 and Newer; Unregulated – Tier 2	No	Yes	Yes		Yes
51-300	1996 and Newer; Tier 0 – Tier 3	No	Yes	Yes		Yes
301-750	1986 and Newer; Tier 0 – Tier 3	No	Yes	Yes		Yes
751+	1986 and Newer; Tier 0 – Tier 2	No	Yes	Yes		Yes

*Tier 3 and Tier 4 interim (4i) allowed for vehicle/equipment replacement only when Tier 4 final is not yet available from OEM for 2019 model year equipment under the Transition Program for Equipment Manufacturers (TPEM).

**Previous engine model year engines may be used for engine replacement if the engine is certified to the same emission standards applicable to EMY 2019.

E.13. Locomotive and Marine Operating Hours: Recipient agrees that funds under this award cannot be used to retrofit, replace, upgrade or install idle reduction technologies on eligible locomotives or marine engines that operate less than 1,000 hours per year. Engine hours may be combined to reach the 1000-hour threshold where two engines will be scrapped and replaced with a single engine.

E.14. Marine Engine Tier: Recipient agrees that funds under this award cannot be used to replace or upgrade Tier 3 and Tier 4 marine engines and vessels with other than zero tailpipe emission technology, or to replace marine engines with a Tier 2 or lower CI marine engine. Refer to Table 3 for further explanation.

Table 3: Marine Engines Funding Restrictions

Current Engine Tier	Engine & Vessel Replacement: EMY 2019+ *				Certified Remanufacture System	Verified Engine Upgrade
	Compression Ignition		Spark Ignition	Zero Emission		
	Tier 1-2	Tier 3-4				
Unregulated – Tier 2	No	Yes	Yes	Yes	Yes	Yes
Tier 3 - 4	No	No	No	Yes	No	No

*Previous engine model year engines may be used if the engine is certified to the same emission standards applicable to EMY 2019.

E.15. Marine Shore Connection: Recipient agrees that funds under this award cannot be used for marine shore connection system projects that are expected to be utilized less than 1,000 MW-hr/year.

E.16. Locomotive Engine Tier: Recipient agrees that funds under this award cannot be used to replace any locomotive engine with a Tier 3 or lower engine. No funds awarded under the Program shall be used to replace Tier 2+ line-haul locomotive engines. No funds awarded under the Program shall be used to install Automatic Engine Start-Stop technologies on locomotives currently certified to Tier 0+ or higher. Refer to Table 4 for further explanation.

Table 4: Locomotive Engines Funding Restrictions

Current Locomotive Tier	Engine & Locomotive Replacement: EMY 2019+* or Zero Emission			Verified Engine Retrofit	Idle-Reduction Technology	Certified Remanufacture System
	Tier 0+ - 3	Tier 4	Zero Emission			
Unregulated - Tier 2	No	Yes	Yes	Yes	Yes**	Yes
Tier 2+ switcher	No	Yes	Yes	Yes	Yes**	Yes
Tier 2+ line haul	No	No	No	Yes	Yes**	Yes
Tier 3 – Tier 4	No	No	No	No	No	No

*Previous engine model year engines may be used if the engine is certified to the same emission standards applicable to EMY 2019.

**Automatic Engine Start-Stop technologies are only eligible to be installed on locomotives currently certified to Tier 0 or unregulated.

E.17. Locomotive Shore Connection: Recipient agrees that funds under this award cannot be used for locomotive shore connection system projects that are expected to be utilized less than 1,000 hours per year.

E.18. Tires and Aerodynamics: Recipient agrees that funds under this award cannot be used to purchase aerodynamic technologies or low rolling resistance tires, unless they are combined on the same vehicle with a new installation of a verified engine retrofit funded under this award.

E.19. Engine Upgrade: In the case of an engine upgrade with a certified remanufacture system applied at the time of rebuild (not manufacturer upgrades that are retrofits verified by EPA or CARB), recipient agrees that funds under this award cannot be used for the entire cost of the engine rebuild, but only for the incremental cost of the certified remanufacture system and associated labor costs for installation. Any question as to eligibility of engine upgrade costs should be directed to the EPA Project Officer.

F. Drayage Vehicle Replacement Project Requirements:

F.1. In addition to the applicable requirements for highway vehicles described in E above, recipients replacing drayage vehicles are required to establish and document guidelines to ensure that the scrapped vehicle has a history of operating on a frequent basis over the prior year as a drayage truck.

F.2. The recipient must establish and document guidelines to ensure that all drayage trucks receiving grant funds are operated in a manner consistent with the definition of a drayage truck, defined as any Class 8a and 8b in-use on-road vehicle with a gross weight rating (GVWR) of greater than 33,000 pounds operating on or transgressing through port or intermodal rail yard property for the purpose of loading, unloading or transporting cargo, such as containerized, bulk or break-bulk goods.

G. Delays or Favorable Developments:

The recipient agrees that it will promptly notify the EPA Project Officer of any problems, delays, or adverse conditions which may materially impair its ability to deliver on the outputs/outcomes specified in the work plan. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation. The recipient agrees that it will also notify the EPA Project Officer of any favorable developments which may enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more beneficial results than originally planned.

H. Employee and/or Contractor Selection:

EPA will not help select employees or contractors hired by the recipient.

I. Program Income:

Program income as defined at 2 CFR §200.80 means gross income received by the grantee or subrecipient that is directly generated by a grant supported activity or earned as a result of the Federal award during the period of performance. Under DERA grants, program income is generally limited to the sale of scrapped or remanufactured engines/chassis or salvaged engine/vehicle/equipment components and does not include revenue generated by recipients or subrecipients through the commercial use of vehicles and equipment purchased with grant funds. "Period of performance" is the time between the start and end dates of the period of performance as included in the Federal award.

Program income earned during the project period shall be retained by the recipient and, in accordance with 2 CFR §200.307 recipient is authorized to use program income to meet the cost-sharing or matching requirement of the Federal award, including any mandatory or voluntary cost-share. The amount of the Federal award remains the same. The recipient will maintain records adequate to document the extent to which transactions generate program income and the disposition of program income. The recipient must provide as part of its final performance report, a description of how program income is being used. Further, a report on the amount of program income earned during the award period must be submitted with the final Federal Financial Report, Standard Form 425.

J. Equipment Use, Management, and Disposition

These equipment use, management, and disposition instructions are applicable to assistance agreement recipients and subrecipients acquiring equipment under this award. State agencies may use, manage and dispose of equipment acquired a Federal award by the state in accordance with state laws and procedures.

Recipient agrees the equipment acquired under this assistance agreement will be subject to the use and management and disposition regulations at 2 CFR §200.313.

Equipment is defined as tangible personal property having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of \$5,000, or the capitalization level established by the non-Federal entity for financial statement purposes (see 2 CFR §200.12 Capital assets). Certified or verified technologies, vehicles, engines and nonroad equipment are considered to be equipment to the extent they fall within this definition.

Recipient agrees that at the end of the project period the recipient will continue to use the equipment purchased under this assistance agreement in the project or program for which it was acquired as long as needed, whether or not the project or program continues to be supported by the Federal award. When acquiring replacement equipment, the non-Federal entity may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property. Items of equipment with a current per unit fair market value of \$5,000 or less may be retained, sold or otherwise disposed of with no further obligation to the Federal awarding agency.

K. Procurement Procedures:

The recipient must follow applicable procurement procedures. EPA will not be a party to these transactions. When procuring property and services under a Federal award, a state must follow the same policies and procedures it uses for procurements from its non-Federal funds. The state will comply with 2 CFR §200.322 Procurement of Recovered Materials, and ensure that every purchase order or other contract includes any clauses required by 2 CFR §200.326 Contract provisions. All other non-Federal entities, including subrecipients of a state, will follow 2 CFR §§200.318 General Procurement Standards through 200.326 Contract Provisions.

L. Final Workplan and Modifications

Recipient agrees to carry out the project in accordance with the final approved workplan. Modifications to the approved workplan, including additions, deletions, or changes in the schedule, shall be submitted in a timely manner to the EPA Project Officer for approval. Depending on the type or scope of changes, a formal amendment to the award may be necessary.

M. Public Notification:

Not later than 60 days after the date of the award of a subaward, rebate, or loan by a State, the State shall publish on the website of the State:

M.1. For subawards, rebates, and loans provided to the owner of a diesel vehicle or fleet, the total number and dollar amount of subawards, rebates, or loans provided, as well as a breakdown of the technologies funded through the subawards, rebates, or loans; and

M.2. For other subawards, rebates, and loans, a description of each application for which the subaward, rebate, or loan is provided.

N. State Grant Cybersecurity

N.1. The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State law cybersecurity requirements.

N.2. EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure. For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition. If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer (PO) and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

N.3. The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in N.2. if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR 200.331(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

O. For-Profit Sub-recipients

In addition to the EPA General Term and Condition #7 "Establishing and Managing Subawards", the recipient (i.e. "pass-through entity") agrees to require that for-profit subrecipients comply with Subparts A through F of the Uniform Grant Guidance (2 CFR Part 200) and the Federal cost principles applicable to for-profit entities located at 48 CFR Part 31, with the exception of the method of payment to for-profit subrecipients must be "reimbursement" rather than "advance". Pass-through entities must obtain documentation that the for-profit subrecipient has incurred eligible and allowable costs prior to releasing EPA funds to the subrecipient.

P. Mandatory Cost-Share Requirement

Any voluntary matching funds provided by the state to qualify for the matching incentive are included in the "EPA funds and state voluntary matching funds" described below. Mandatory cost-share funds provided by the state and/or eligible third parties cannot count towards the state's voluntary matching funds to qualify for the matching incentive. However, if a state requires a third-party cost-share contribution above and beyond the mandatory cost-share amount for the elected technology, then the "excess" cost-share may be applied towards the state voluntary match funds for the purpose of qualifying for the matching incentive.

Volkswagen Environmental Mitigation Trust Funds cannot be used to fund any mandatory cost-share.

This award and the resulting federal funding share (as shown under "Notice of Award" in the award document) is based on estimated costs requested in the recipient's final approved workplan. While actual total costs may differ than those estimates, the recipient is required to provide no less than the cost-share percentages outlined below, as applicable, of the final equipment costs. EPA's participation shall not exceed the total amount of federal funds awarded or the maximum federal cost-share percentages outlined below, as applicable, of the final equipment costs. Recipients must satisfy any applicable cost share requirements with allowable costs as set forth in 2 CFR §200.306. The cost share requirements are as follows:

P.1. Engine Upgrades: EPA will fund up to 40% of the cost (labor and equipment) of an eligible engine upgrade; recipient is responsible for cost-sharing at least 60% of the cost of an eligible engine upgrade.

P.2. Idle Reduction Technologies on Locomotives: EPA will fund up to 40% of the cost (labor and equipment) of an eligible idle reduction technology for a locomotive; recipient is responsible for cost-sharing at least 60% of the cost of an eligible idle reduction technology for a locomotive.

P.3. Idle Reduction Technologies on Highway Diesel Vehicles: EPA will fund up to 100% of the cost (labor and equipment) for eligible idle reduction technologies if combined on the same vehicle with eligible verified engine retrofit technologies. EPA will fund up to 25% of the cost (labor and equipment) of stand-alone eligible, verified idle technologies on Class 8 long-haul trucks and school buses; recipient is responsible for the mandatory cost-share of at least 75% of the cost of eligible, verified idle reduction technologies on Class 8 long-haul trucks and school buses.

P.4. Marine Shore Power Connection Systems: EPA will fund up to 25% of the cost (labor and equipment) of an eligible shore connection system; recipient is responsible for cost-sharing at least 75% of the cost of an eligible shore connection system.

P.5. Truck Stop Electrification: EPA will fund up to 30% of the cost (labor and equipment) of eligible truck stop electrification technology; recipient is responsible for the mandatory cost-share of at least 70% of the cost of

eligible truck stop electrification technology.

P.6. Certified Engine Replacement:

M.6.1. EPA will fund up to 40% of the cost (labor and equipment) of an eligible diesel or alternative fuel engine replacement that is certified to EPA's emission standards; recipient is responsible for the mandatory cost-share of at least 60% of the cost of an eligible engine replacement.

P.6.2. *Highway Low-NOx* : EPA will fund up to 50% of the cost (labor and equipment) of replacing a highway diesel engine with an eligible engine that is certified to CARB's Optional Low-NOx Standards of 0.1 g/bhp-hr, 0.05 g/bhp-hr, or 0.02 g/bhp-hr NOx. Engines certified to CARB's Optional Low NOx Standards may be found by searching CARB's Executive Orders for Heavy-duty Engines and Vehicles, found at: www.arb.ca.gov/msprog/onroad/cert/cert.php. Recipient is responsible for the mandatory cost-share of at least 50% of the cost of eligible Low-NOx engine replacement.

P.6.3. *Zero Tailpipe Emission* : EPA will fund up to 60% of the cost (labor and equipment) of an eligible zero tailpipe emission engine replacement; recipient is responsible for the mandatory cost-share of at least 40% of the cost of an eligible zero tailpipe emission engine replacement.

P.7. Certified Vehicle/Equipment Replacement:

P.7.1. EPA will fund up to 25% of the cost of an eligible replacement vehicle or piece of equipment powered by an engine certified to EPA emission standards; recipient is responsible for the mandatory cost-share of at least 75% of the cost of an eligible replacement vehicle or piece of equipment.

P.7.2. *Highway Low-NOx* : EPA will fund up to 35% of the cost of an eligible highway replacement vehicle powered by an engine certified to meet CARB's Optional Low-NOx Standards of 0.1 g/bhp-hr, 0.05 g/bhp-hr, or 0.02 g/bhp-hr NOx. Engines certified to CARB's Optional Low NOx Standards may be found by searching CARB's Executive Orders for Heavy-duty Engines and Vehicles, found at: www.arb.ca.gov/msprog/onroad/cert/cert.php. Recipient is responsible for the mandatory cost-share of at least 65% of the cost of an eligible replacement vehicle.

P.7.3. *Zero Tailpipe Emission* : EPA will fund up to 45% of the cost of an eligible zero emission replacement vehicle or equipment; recipient is responsible for the mandatory cost-share of at least 55% of the cost of an eligible zero tailpipe emission replacement vehicle or piece of equipment.

P.7.4. *Drayage Trucks* : EPA will fund up to 50% of the cost of an eligible replacement drayage truck powered by an engine certified to EPA or CARB emission standards; recipient is responsible for the mandatory cost-share of at least 50% of the cost of an eligible replacement drayage vehicle.

P.8. **Clean Alternative Fuel Conversion:** EPA funds and state voluntary matching funds can cover up to 40% of the cost (labor and equipment) of an eligible certified or compliant clean alternative fuel conversion. States and/or eligible third parties are responsible for the mandatory cost-share of at least 60% of the cost of an eligible clean alternative fuel conversion.

The eligible acquisition cost for equipment means the net invoice price of the equipment, including the cost of any modifications, attachments, accessories, or auxiliary apparatus necessary to make it usable for the purpose for which it is acquired. Ancillary charges, such as taxes, duty, protective in transit insurance and freight may be included in or excluded from the acquisition cost in accordance with the non-Federal entity's regular accounting practices.

Q. Leveraging

The recipient agrees to provide the proposed leveraged funding, including any voluntary cost-share contribution that is described in its final approved workplan. If the proposed leveraging does not materialize during the period of award performance, and the recipient does not provide a satisfactory explanation, the Agency may consider this factor in evaluating future applications from the recipient. In addition, if the proposed leveraging does not materialize during the period of award performance then EPA may reconsider the legitimacy of the award; if EPA determines that the recipient knowingly or recklessly provided inaccurate information regarding the leveraged funding the recipient described in its final approved workplan. EPA may take action as authorized by 2 CFR Part 200 and/or 2 CFR Part 180 as applicable.

R. Voluntary Cost-Share

If a state provides a voluntary match equal to the base allocation offered by EPA, EPA will provide a matching incentive equal to 50 percent of the base allocation. The voluntary match may be satisfied by allowable costs

incurred by the state (i.e. in-kind contributions), or by cash donations of state funds or private funds. State voluntary matching funds included in the approved project budget are subject to the same terms and conditions and funding limits as the awarded DERA funds. A recipient is legally obligated to expend any voluntary match included in the approved project budget within the project period of that award.

Any voluntary matching funds provided by the state to qualify for the matching incentive count towards the "EPA funds and state voluntary matching funds" described in Term and Condition M, above. Mandatory cost share funds provided by the state and/or eligible third parties cannot count towards the state's voluntary matching funds to qualify for the matching incentive. However, if a state requires a third-party cost-share contribution above and beyond the mandatory cost-share amount for the elected technology, then the "excess" cost-share may be applied towards the state voluntary match funds for the purpose of qualifying for the matching incentive.

Volkswagen Environmental Mitigation Trust Funds may be used (via the DERA Option) as voluntary matching funds, but cannot be used to fund any mandatory cost-share.


This award and the resulting federal funding of \$493,331 is based on estimated costs requested in the recipient's final approved workplan. Included in these costs is a voluntary cost-share contribution of \$328,887 by the recipient in the form of a voluntary cost-share that the recipient included in its final approved workplan. The recipient must provide this voluntary cost-share contribution during performance of this award unless the EPA agrees otherwise in a modification to this agreement. While actual total costs may differ from the estimates in the recipient's application, EPA's participation shall not exceed the total amount of federal funds awarded.

If the recipient fails to provide the voluntary cost-share contribution during the period of award performance, and does not provide a satisfactory explanation, the Agency may consider this factor in evaluating future applications from the recipient. In addition, if the voluntary cost-share contribution does not materialize during the period of award performance then EPA may reconsider the legitimacy of the award; if EPA determines that the recipient knowingly or recklessly provided inaccurate information regarding the voluntary cost-share or overmatch the recipient described in its final approved workplan, EPA may take action as authorized by 2 CFR Part 200 and/or 2 CFR Part 180 as applicable.

S. Geospatial Data Standards

All geospatial data created must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. Information on these standards may be found at www.fgdc.gov.

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	U.S. ENVIRONMENTAL PROTECTION AGENCY Assistance Amendment		GRANT NUMBER (FAIN): 00D95219		DATE OF AWARD
			MODIFICATION NUMBER: 1		05/20/2020
			PROGRAM CODE: DS		MAILING DATE
			TYPE OF ACTION		05/27/2020
			Decrease		
			PAYMENT METHOD: ASAP		ACH#
					40192
RECIPIENT TYPE: State			Send Payment Request to: Research Triangle Park Finance Center		
RECIPIENT:			PAYEE:		
North Carolina DEQ 217 W. Jones Street Raleigh, NC 27603 EIN: 56-6000372			North Carolina Department of Environmental Quality 217 W. Jones Street Raleigh, NC 27603		
PROJECT MANAGER		EPA PROJECT OFFICER		EPA GRANT SPECIALIST	
Jill Vitas 217 W. Jones Street Raleigh, NC 27603 E-Mail: jill.vitas@ncdenr.gov Phone: 919-707-8424		Katherine Evans 61 Forsyth Street Atlanta, GA 30303-8960 E-Mail: evans.katherine@epa.gov Phone: 404-562-8965		William Lundy Grants and Audit Management Section E-Mail: lundy.william@epa.gov Phone: 404-562-8417	
PROJECT TITLE AND EXPLANATION OF CHANGES State Clean Diesel Grant Program (B)					
This action approves a decrease in overall funding by \$493,331 due to the State not being able to provide their voluntary incentive match of \$328,887 and thus also not qualifying for the 50% bonus in EPA funding in the amount of \$164,444.					
BUDGET PERIOD 10/01/2019 - 09/30/2020		PROJECT PERIOD 10/01/2019 - 09/30/2020		TOTAL BUDGET PERIOD COST \$328,887.00	
				TOTAL PROJECT PERIOD COST \$328,887.00	
NOTICE OF AWARD					
Based on your Application dated 06/18/2019 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$-164,444. EPA agrees to cost-share 100.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$328,887. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.					
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)			AWARD APPROVAL OFFICE		
ORGANIZATION / ADDRESS			ORGANIZATION / ADDRESS		
61 Forsyth Street Atlanta, GA 30303-8960			U.S. EPA, Region 4 Air and Radiation Division 61 Forsyth Street Atlanta, GA 30303-8960		
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY					
Digital signature applied by EPA Award Official Keva R. Lloyd - Grants Management Officer					DATE 05/20/2020

EPA Funding Information

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FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$ 493,331	\$ -164,444	\$ 328,887
EPA In-Kind Amount	\$ 0	\$	\$ 0
Unexpended Prior Year Balance	\$ 0	\$	\$ 0
Other Federal Funds	\$ 0	\$	\$ 0
Recipient Contribution	\$ 328,887	\$ -328,887	\$ 0
State Contribution	\$ 0	\$	\$ 0
Local Contribution	\$ 0	\$	\$ 0
Other Contribution	\$ 0	\$	\$ 0
Allowable Project Cost	\$ 822,218	\$ -493,331	\$ 328,887

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.040 - State Clean Diesel Grant Program (B)	Diesel Emissions Reduction Act of 2010 codified at 42 U.S.C. 16131 et seq Consolidated Appropriations Act of 2019 (PL 116-6)	2 CFR 200 2 CFR 1500 and 40 CFR 33

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
-	1904VW9139	19	E4	04V6	101AH4	4123			-164,444
									-164,444

Budget Summary Page: FY19 NC AHERA

Table A - Object Class Category (Non-construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$15,688
2. Fringe Benefits	\$5,685
3. Travel	\$2,000
4. Equipment	\$0
5. Supplies	\$250
6. Contractual	\$0
7. Construction	\$0
8. Other	\$303,068
9. Total Direct Charges	\$326,691
10. Indirect Costs: <u>14.00%</u> Base <u>Total Personnel Costs</u>	\$2,196
11. Total (Share: Recipient <u>0.00 %</u> Federal <u>100.00 %</u> .)	\$328,887
12. Total Approved Assistance Amount	\$328,887
13. Program Income	\$0
14. Total EPA Amount Awarded This Action	\$-164,444
15. Total EPA Amount Awarded To Date	\$328,887

Administrative Conditions

The following Administrative Terms and Conditions are either added or modified in this Agreement:

General Terms and Conditions

The General Terms and Conditions of this agreement are updated in accordance with the link below. However, these updated conditions apply solely to the funds added with this amendment and any previously awarded funds not yet disbursed by the recipient as of the award date of this amendment. The General Terms and Conditions cited in the original award or prior funded amendments remain in effect for funds disbursed by the recipient prior to the award date of this amendment.

The recipient agrees to comply with the current EPA general terms and conditions available at: <https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2019-or-later>. These terms and conditions are binding for disbursements and are in addition to or modify the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at: <https://www.epa.gov/grants/grant-terms-and-conditions>.

A. Disadvantaged Business Enterprise (DBEs)

GENERAL COMPLIANCE, 40 CFR, Part 33

The recipient agrees to comply with the requirements of EPA's Disadvantaged Business Enterprise (DBE) Program for procurement activities under assistance agreements, contained in 40 CFR, Part 33 except as described below based upon the associated class deviation.

EPA MBE/WBE CERTIFICATION, 40 CFR, Part 33, Subpart B

A class exception to the following provisions of Subpart B of 40 CFR Part 33 has been issued suspending the EPA MBE/WBE certification program: §33.204(a)(3) providing that an entity may apply to EPA MBE or WBE certification after unsuccessfully attempting to obtain certification as otherwise described in §33.204; and §33.205 through and including §33.211. The class exception was authorized pursuant to the authority in 2 CFR 1500.3(b).

SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C

Pursuant to 40 CFR, Section 33.301, the recipient agrees to make the following good faith efforts

whenever procuring construction, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients, loan recipients, and prime contractors also comply.

Records documenting compliance with the six good faith efforts shall be retained:

(a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.

(b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.

(c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include

dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

(d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

(e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.

(f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

CONTRACT ADMINISTRATION PROVISIONS, 40 CFR, Section 33.302

The recipient agrees to comply with the contract administration provisions of 40 CFR, Section 33.302 (a)-(d) and (i).

BIDDERS LIST, 40 CFR, Section 33.501(b) and (c)

Recipients of a Continuing Environmental Program Grant or other annual reporting grant agree to create and maintain a bidders list. Recipients of an EPA financial assistance agreement to capitalize a revolving loan fund also agree to require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR, Section 33.501 (b) and (c) for specific requirements and exemptions.

FAIR SHARE OBJECTIVES, 40 CFR, Part 33, Subpart D

A class exception to the entire Subpart D of 40 CFR Part 33 has been authorized pursuant to the authority in 2 CFR 1500.3(b). Notwithstanding Subpart D of 40 CFR Part 33, recipients are not required to negotiate or apply fair share objectives in procurements under assistance agreements.

MBE/WBE REPORTING- SPECIFIC CHANGES PURSUANT TO CLASS DEVIATION, 40 CFR, Part 33, Subpart E

When required, the recipient agrees to complete and submit a "MBE/WBE Utilization Under Federal Grants and Cooperative Agreements" report (EPA Form 5700-52A) on an annual basis. The current EPA Form 5700-52A can be found at the EPA Grantee Forms Page at <https://www.epa.gov/grants/epa-grantee-forms>.

Reporting is required for assistance agreements where funds are budgeted for procuring construction, equipment, services and supplies (including funds budgeted for direct procurement by the recipient or procurement under subawards or loans in the "Other" category) with a cumulative total that exceed the threshold amount of \$250,000, including amendments and/or modifications. When reporting is required, all procurement actions are reportable, not just that portion which exceeds \$250,000.

MBE/WBE reports should be sent to:

To: R4epagrantsmbewbereporting@epa.gov

cc: lundy.william@epa.gov

Annual reports are due by October 30th of each year. Final reports are due by October 30th or 90 days after the end of the project period, whichever comes first.

This provision represents an approved deviation from the MBE/WBE reporting requirements as described in 40 CFR, Part 33, Section 33.502.

B. Correspondence Condition

The terms and conditions of this agreement require the submittal of reports, specific requests for approval, or notifications to EPA. Unless otherwise noted, all such correspondence should be sent to the following

email addresses

- Federal Financial Reports (SF-425): rtpfc-grants@epa.gov
- MBE/WBE reports (EPA Form 5700-52A):
To: R4epagrantsmbewbereporting@epa.gov
Cc: lundy.william@epa.gov (optional)
- All other forms/certifications/assurances, Indirect Cost Rate Agreements, Requests for Extensions of the Budget and Project Period, Amendment Requests, Requests for other Prior Approvals, updates to recipient information (including email addresses, changes in contact information or changes in authorized representatives) and other notifications:

William Lundy/Grant Specialist
lundy.william@epa.gov
404-562-8417

Katherine Evans/Project Officer
evans.katherine@epa.gov
404-562-8965


Payment requests (if applicable):
Katherine Evans/Project Officer
evans.katherine@epa.gov
404-562-8965

Quality Assurance documents, workplan revisions, equipment lists, programmatic reports and deliverables:
Katherine Evans/Project Officer
evans.katherine@epa.gov
404-562-8965

All Other Administrative Terms and Conditions Remain the Same

Programmatic Conditions

All Programmatic Terms and Conditions Remain the Same

	U.S. ENVIRONMENTAL PROTECTION AGENCY Assistance Amendment		GRANT NUMBER (FAIN): 00D95219		DATE OF AWARD 08/05/2020	
			MODIFICATION NUMBER: 2			
			PROGRAM CODE: DS		TYPE OF ACTION Augmentation: Increase	MAILING DATE 08/12/2020
			PAYMENT METHOD: ASAP		ACH# 40192	
RECIPIENT TYPE: State			Send Payment Request to: Research Triangle Park Finance Center			
RECIPIENT: North Carolina DEQ 217 W. Jones Street Raleigh, NC 27603 EIN: 56-6000372			PAYEE: North Carolina Department of Environmental Quality 217 W. Jones Street Raleigh, NC 27603			
PROJECT MANAGER Jill Vitas 217 W. Jones Street Raleigh, NC 27603 E-Mail: jill.vitas@ncdenr.gov Phone: 919-707-8424		EPA PROJECT OFFICER Katherine Evans 61 Forsyth Street Atlanta, GA 30303-8960 E-Mail: evans.katherine@epa.gov Phone: 404-562-8965		EPA GRANT SPECIALIST William Lundy Grants and Audit Management Section E-Mail: lundy.william@epa.gov Phone: 404-562-8417		
PROJECT TITLE AND EXPLANATION OF CHANGES State Clean Diesel Grant Program (B) This action provides additional funding in the amount of \$358,032 to the North Carolina Department of Environmental Quality which continues EPA's support for the State's Clean Diesel Grant Program.						
BUDGET PERIOD 10/01/2019 - 09/30/2021		PROJECT PERIOD 10/01/2019 - 09/30/2021		TOTAL BUDGET PERIOD COST \$686,919.00		
				TOTAL PROJECT PERIOD COST \$686,919.00		
NOTICE OF AWARD						
Based on your Application dated 06/18/2019 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$358,032. EPA agrees to cost-share 100.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$686,919. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.						
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)			AWARD APPROVAL OFFICE			
ORGANIZATION / ADDRESS 61 Forsyth Street Atlanta, GA 30303-8960			ORGANIZATION / ADDRESS U.S. EPA, Region 4 Air and Radiation Division 61 Forsyth Street Atlanta, GA 30303-8960			
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY						
Digital signature applied by EPA Award Official Keva R. Lloyd - Grants Management Officer					DATE 08/05/2020	

EPA Funding Information

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FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$ 328,887	\$ 358,032	\$ 686,919
EPA In-Kind Amount	\$ 0	\$	\$ 0
Unexpended Prior Year Balance	\$ 0	\$	\$ 0
Other Federal Funds	\$ 0	\$	\$ 0
Recipient Contribution	\$ 0	\$	\$ 0
State Contribution	\$ 0	\$	\$ 0
Local Contribution	\$ 0	\$	\$ 0
Other Contribution	\$ 0	\$	\$ 0
Allowable Project Cost	\$ 328,887	\$ 358,032	\$ 686,919

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.040 - State Clean Diesel Grant Program (B)	Diesel Emissions Reduction Act of 2010 codified at 42 U.S.C. 16131 et seq Further Consolidated Appropriations Act 2020 (P.L. 116-94)	2 CFR 200 2 CFR 1500 and 40 CFR 33

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
-	2004VW0173	20	E4	04V6	000AH4	4123			358,032
									358,032

Budget Summary Page: NC DERA FY20 DS00D95219-2

Table A - Object Class Category (Non-construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$34,925
2. Fringe Benefits	\$12,523
3. Travel	\$4,130
4. Equipment	\$0
5. Supplies	\$500
6. Contractual	\$3,958
7. Construction	\$0
8. Other	\$625,994
9. Total Direct Charges	\$682,030
10. Indirect Costs: <u>14.00%</u> Base <u>Total Personnel Costs</u>	\$4,889
11. Total (Share: Recipient <u>0.00 %</u> Federal <u>100.00 %</u> .)	\$686,919
12. Total Approved Assistance Amount	\$686,919
13. Program Income	\$0
14. Total EPA Amount Awarded This Action	\$358,032
15. Total EPA Amount Awarded To Date	\$686,919

Administrative Conditions

All Administrative Terms and Conditions Remain the Same

Programmatic Conditions

The following Programmatic Terms and Conditions are added to this Agreement:

FY 2020 DERA State Grants Programmatic Terms and Conditions

A. Substantial Federal Involvement for Cooperative Agreements

EPA will provide substantial involvement in the form of technical assistance, development of outputs, and oversight. Specifically, substantial federal involvement will take the form of monitoring the recipient's project by EPA, participation and collaboration between EPA and the recipient in program content, review of project progress, and quantification and reporting of results.

B. Emissions Control Technologies

Emissions Reduction Projects funded by the recipient pursuant to this assistance agreement must use verified technologies and/or must use engines and engine configurations certified by EPA and, if applicable, CARB. Technologies are verified under EPA or California's Retrofit Technology Verification Programs. See the following lists for eligible technologies:

- B.1. EPA verified engine retrofit technologies and engine upgrade technologies:
www.epa.gov/verified-diesel-tech/verified-technologies-list-clean-diesel
- B.2. California Air Resources Board (CARB) verified engine retrofit technologies:
www.arb.ca.gov/diesel/verdev/vt/cvt.htm
- B.3. EPA verified idle reduction technologies:
www.epa.gov/verified-diesel-tech/idling-reduction-technologies-irts-trucks-and-school-buses
- B.4. EPA verified aerodynamic technologies:
www.epa.gov/verified-diesel-tech/aerodynamic-devices
- B.5. EPA verified low rolling resistance tires:
www.epa.gov/verified-diesel-tech/low-rolling-resistance-lrr-new-and-retread-tires
- B.6. EPA certified engines and certified remanufacture systems for locomotives and marine engines:
www.epa.gov/compliance-and-fuel-economy-data/engine-certification-data
- B.7. EPA Certified Conversion Systems for New Vehicles and Engines and compliant Conversion Systems for Intermediate-Age Vehicles and Engines:
www.epa.gov/vehicle-and-engine-certification/lists-epa-compliant-alternative-fuel-conversion-systems
- B.8. CARB Approved Alternate Fuel Retrofit Systems:
www.arb.ca.gov/msprog/aftermkt/altfuel/altfuel.htm

Any question as to the eligibility or preference of a retrofit technology, including vehicle/engine/equipment replacements, should be directed to the EPA Project Officer.

C. Quarterly Reporting and Environmental Results

Quarterly progress reports will be required. Quarterly reports are considered project status reports and will address the progress made achieving the work plan objectives, including milestones and anticipated outputs and outcomes. In general, quarterly reports will include summary information on technical progress and expenditures, and planned activities for next quarter. A template for the quarterly report is available at: <https://www.epa.gov/cleandiesel/clean-diesel-state-allocations#report>. Quarterly reports are due according to the following schedule. If a due date falls on a weekend or

holiday, the report will be due on the next business day.

April 1 – June 30 Reporting Period: report due date July 30
July 1 – September 30 Reporting Period: report due date October 30
October 1 – December 31 Reporting Period: report due date January 30
January 1 – March 31 Reporting Period: report due date April 30

If a project start date falls within a defined Reporting Period the recipient must report for that period by the given due date. This quarterly reporting schedule shall be repeated for the duration of the award agreement.

D. Final Report:

The final project report will include all categories of information required for quarterly reporting, including a final, detailed fleet description. The final project report will also include a narrative summary of the project or activity, project results (outputs and outcomes) including final emissions benefit calculations, and the successes and lessons learned for the entire project. To the extent possible, final emission benefit calculations should be based on the actual number and type of technologies, vehicles, equipment and engines implemented under the award and actual vehicle miles traveled, idling and/or operating hours, and fuel use. If actual vehicle miles traveled, idling and/or operating hours, and fuel use are not available, the final report will include a detailed explanation of how these values are derived, as well as any assumptions or default values used, for the purposes of emissions benefit calculations. The final report will also detail the methodologies used for the emission benefit calculation.

For projects involving vehicle/engine/equipment replacements the recipient must provide in the final report evidence of appropriate scrappage (see E.7.4 below).

For projects that take place in an area affected by, or includes vehicles, engines or equipment affected by federal law mandating emissions reductions, the recipient must provide in the final report evidence that emission reductions funded with EPA funds were implemented prior to the effective date of the mandate and/or are in excess of (above and beyond) those required by the applicable mandate.

The final report shall be submitted to the EPA Project Officer within 90 days after the project period end date or termination of the assistance agreement. A template for the final report will be available at www.epa.gov/cleandiesel/clean-diesel-state-allocations.

E. Use of Funds Restriction:

- E.1. Federal Matching Funds: Recipient agrees that funds under this award, including subawards/sugbrants and rebates, cannot be used for matching funds for other federal grants unless expressly authorized by statute. Likewise, recipient may not use federal funds as cost-share funds for DERA grants, including funds received under EPA's DERA National Grants program, and federal Supplemental Environmental Project (SEP) funds.
- E.2. Expense Cap: Recipient agrees that no more than 15 percent of the recipient's total project costs may be used to cover personnel, fringe benefits, and travel. Total project costs include the federal share as well as any cost-share provided by the state.
- E.3. Emissions Testing: Recipient agrees that funds under this award cannot be used for emissions testing and/or air monitoring activities (including the acquisition cost of emissions testing equipment), or research and development.
- E.4. Fueling Infrastructure: Recipient agrees that funds under this award cannot be used for fueling infrastructure, such as that used for the production and/or distribution of biodiesel, compressed natural gas, liquefied natural gas, and or other cleaner fuels.

- E.5. Mandated Measures: Recipient agrees that funds under this award cannot be used for emissions reductions that are mandated under federal law. This refers to specific compliance dates within the mandate, not when the mandate is passed. Voluntary or elective emissions reductions measures shall not be considered "mandated", regardless of whether the reductions are included in the State Implementation Plan of a State.
- E.6. Fleet Expansion: Recipient agrees that funds under this award, including subawards/subgrants, cannot be used for the purchase of vehicles, engines, or equipment to expand a fleet. Engine, vehicle, and equipment replacement projects are eligible for funding on the condition that the following criteria are satisfied:
- E.6.1. The vehicle, equipment and/or engine being replaced must be fully operational and in current, regular service.
 - E.6.2. The replacement vehicle/engine/equipment will continue to perform similar function and operation as the vehicle/engine/equipment that is being replaced.
 - E.6.3. The replacement vehicle, engine, or equipment will be of similar type and similar gross vehicle weight rating or horsepower as the vehicle, engine, or equipment being replaced.
 - E.6.3.1. *Nonroad, Locomotive, and Marine*: Horsepower increases of more than 25 percent will require written approval by the EPA Project Officer prior to purchase, and the applicant may be required to pay the additional costs associated with the higher horsepower equipment.
 - E.6.3.2. *Highway* : The replacement vehicle must not be in a larger weight class than the existing vehicle (Class 5, 6, 7, or 8). The engine's primary intended service class must match the replacement vehicle's weight class (i.e. a LHD diesel engine is used in a vehicle with GVWR 16,001 – 19,500 pounds, a MHD diesel engine is used in a vehicle with a GVWR of 19,501 – 33,000 pounds, and an HHD diesel engine is used in a vehicle with a GVWR greater than 33,000 pounds.) Exceptions may be granted for vocational purposes, however the GVWR must stay within 10 percent of the engine's intended service class and any exceptions will require written approval by the EPA Project Officer prior to purchase.
 - E.6.4. The vehicle, equipment, and/or engine being replaced must be scrapped or rendered permanently disabled within ninety (90) days of being replaced.
 - E.6.4.1. If a 2010 engine model year (EMY) or newer vehicle is replaced, the 2010 EMY or newer vehicle may be retained or sold if the 2010 EMY or newer vehicle will replace an 1996-2009 EMY vehicle, and the 1996-2009 EMY vehicle will be scrapped. It is preferred that the scrapped unit currently operates within the same project location(s) as the 2010 EMY or newer vehicle currently operates, however alternative scenarios will be considered. The term "project location" refers to the primary area where the affected vehicles/engines operate, or the primary area where the emissions benefits of the project will be realized. All existing and replacement vehicles are subject to the funding restrictions in these terms and conditions. All equipment must operate within the United States. Under this scenario, a detailed scrappage plan must be submitted and will require prior EPA approval.
 - E.6.4.2. If a Tier 2 or Tier 3 locomotive, marine, or nonroad vehicle, equipment and/or engine is replaced, the units may be retained or sold if they will replace a similar, lower Tiered unit, and the lower Tiered unit will be scrapped. It is preferred that the scrapped unit currently operates within the same project location(s) as the original Tier 2 or 3 unit currently operates, however alternative scenarios will be considered. The term "project location" refers to the primary area where the affected vehicles/engines operate, or the primary area where the emissions benefits of the project will be realized. All existing and replacement equipment are subject to the funding restrictions in these terms and conditions. All equipment must operate within the United States. Under this scenario, a detailed scrappage plan must be submitted and will require prior EPA approval.
 - E.6.4.3. Cutting a three-inch by three-inch hole in the engine block (the part of the engine

- containing the cylinders) is the preferred scrapping method. Other acceptable scrapping methods may be considered and will require prior written approval from the EPA Project Officer.
- E.6.4.4. Disabling the chassis may be completed by cutting through the frame/frame rails on each side at a point located between the front and rear axles. Other acceptable scrapping methods may be considered and will require prior written approval from the EPA Project Officer.
 - E.6.4.5. Evidence of appropriate disposal is required in a final assistance agreement report submitted to EPA and includes a signed certificate of destruction (to be provided by the EPA Project Officer) or alternative documentation as approved by the EPA Project Officer, and digital photos of the VIN tag, side profile of the vehicle, engine tag (showing serial number, engine family number, and engine model year), before and after pictures of the destroyed engine block, and cut frame rails or other cut structural components as applicable.
 - E.6.4.6. Scrapped engines and equipment and vehicle components may be salvaged from the unit being replaced (e.g. plow blades, shovels, seats, tires, etc.). If scrapped or salvaged engines, vehicles, equipment, or parts are to be sold, program income requirements apply.
 - E.6.4.7. For tire replacement projects, the original tires should be scrapped according to local or state requirements, or the tires can be salvaged for reuse or retreading. If salvaged tires are sold, program income requirements apply.
- E.7. Single-Wide Wheels: Recipient agrees that funds under this award cannot be used for the purchase of single-wide wheels except where a fleet is retrofitting from standard dual tires to SmartWay-verified single-wide low rolling resistance tires. In this case, the cost of single-wide wheels would be acceptable as additional equipment necessary to use the SmartWay verified technology.
- E.8. Auxiliary Power Units: Recipient agrees that funds under this award cannot be used for the purchase of APUs or generators for vehicles with engine model year 2007 or newer.
- E.9. Replacement Technologies: Recipient agrees that funds under this award cannot be used for the purchase of engine retrofits, idle reduction technologies, low rolling resistance tires or advanced aerodynamic technologies if similar technologies have previously been installed on the truck or trailer.
- E.10. Highway Model Year: Recipient agrees that funds under this award cannot be used to retrofit (including idle reduction technologies and aerodynamics and tires), convert, or replace a transit bus, medium-duty, or heavy-duty highway vehicle with engine model year 1995 and older or 2010 and newer, or to retrofit engine model year 2007 and newer with DOCs or DPFs, or retrofit engine model year 2010 and newer with SCR, or replace engine model year 2010 or newer with other than zero tailpipe emission or low NOx. Refer to Table 1 for further explanation.
- E.10.1 Clean Alternative Fuel Conversion: Funds under this award cannot be used to purchase certified/approved conversion systems that do not meet the following criteria:
- E.10.1.1 Existing engine model 1996-2006: Conversion kit must be certified or approved to achieve at least a 30% NOx reduction and a 10% PM reduction from the applicable certified emission standard of the original engine.
 - E.10.1.2 Existing engine model 2007 and newer: Conversion kit must be certified or approved to achieve at least a 20% NOx reduction with no increase in PM from the applicable certified emission standards of the original engine.

**Table 1: Medium and Heavy-Duty Trucks, Transit Buses, and School Buses
Funding Restrictions**

Current Engine Model Year (EMY)	DOC +/- CCV	DPF	SCR	Verified Idle Reduction, Tires, or Aero-dynamics	Vehicle or Engine Replacement: EMY 2016+ (2013+ for Drayage)	Vehicle or Engine Replacement: EMY 2016+ Zero Emission or Low-NO _x	Clean Alternative Fuel Conversion
older - 1995	No	No	No	No	No	No	No
1996 - 2006	Yes	Yes	Yes	Yes	Yes	Yes	Yes
2007 - 2009	No	No	Yes	Yes*	Yes	Yes	Yes
2010 - newer	No	No	No	Yes*	No	Yes	Yes

* Auxiliary Power Units and generators are not eligible on vehicles with EMY 2007 or newer.

E.11. Nonroad Operating Hours: Recipient agrees that funds under this award cannot be used to retrofit, replace or upgrade, or replace a nonroad engine that operates less than the thresholds defined below. Engine hours may be combined to reach the thresholds below where two units will be scrapped and replaced with a single unit.

E.11.1. Agricultural Pumps: 250 hours per year.

E.11.2 All Other Nonroad Engines: 500 hours per year.

E.12. Nonroad Model Year and Tier: Recipient agrees that funds under this award cannot be used to retrofit, upgrade or replace a nonroad engine that is 50 HP or less and engine model year 2005 or older, or between 51-300 HP and engine model year 1995 or older, or 301 HP or greater and engine model year 1985 or older. Refer to Table 2 for further explanation.

E.12.1. Equipment and Vehicle Replacement : Funds under this award cannot be used to replace nonroad vehicles and equipment with vehicles/equipment powered by unregulated, Tier 1, or Tier 2 engines compression ignition (CI) engines. Vehicles/equipment powered by Tier 3 and Tier 4 interim (4i) engines are allowed for vehicle/equipment replacement only when Tier 4 final is not yet available from OEM for 2019 model year equipment under the Transition Program for Equipment Manufacturers (TPEM). Funds under this award cannot be used to replace nonroad vehicles and equipment with vehicles/equipment powered by unregulated or Tier 1 nonroad large spark-ignition (SI) engines.

E.12.2. Engine Replacement : Funds under this award cannot be used to replace nonroad engines with Tier 3 or lower CI engines. Funds under this award cannot be used to replace nonroad engines with Tier 1 or lower SI engines.

Table 2. Nonroad Engines Funding Restrictions

Current Engine Horse-power	Current Engine Model Year (EMY) and Tier	Vehicle/Equipment Replacement: EMY 2019+				Zero Emission	Verified Engine Retrofit
		Compression Ignition			Spark Ignition		
		Tier 0-2	Tier 3-4i	Tier 4	Tier 2		
0-50	2006 and Newer; Unregulated – Tier 2	No	No	Yes	Yes	Yes	Yes
51-300	1996 and Newer; Tier 0 – Tier 2	No	Yes*	Yes	Yes	Yes	Yes
51-300	1996 and Newer; Tier 3	No	No	Yes	Yes	Yes	Yes
301+	1986 and Newer; Tier 0 – Tier 2	No	Yes*	Yes	Yes	Yes	Yes
301+	1986 and Newer; Tier 3	No	No	Yes	Yes	Yes	Yes
Current Engine Horse-power	Current Engine Model Year (EMY) and Tier	Engine Replacement: EMY 2019+**				Zero Emission	Verified Engine Upgrade
		Compression Ignition		Spark Ignition			
		Tier 0-3	Tier 4	Tier 2			
0-50	2006 and Newer; Unregulated – Tier 2	No	Yes	Yes	Yes	Yes	
51-300	1996 and Newer; Tier 0 – Tier 3	No	Yes	Yes	Yes	Yes	
301-750	1986 and Newer; Tier 0 – Tier 3	No	Yes	Yes	Yes	Yes	
751+	1986 and Newer; Tier 0 – Tier 2	No	Yes	Yes	Yes	Yes	

*Tier 3 and Tier 4 interim (4i) allowed for vehicle/equipment replacement only when Tier 4 final is not yet available from OEM for 2019 model year equipment under the Transition Program for Equipment Manufacturers (TPEM).

**Previous engine model year engines may be used for engine replacement if the engine is certified to the same emission standards applicable to EMY 2019.

E.13. Locomotive and Marine Operating Hours: Recipient agrees that funds under this award cannot be used to retrofit, replace, upgrade or install idle reduction technologies on eligible locomotives or marine engines that operate less than 1,000 hours per year. Engine hours may be combined to reach the 1000-hour threshold where two engines will be scrapped and replaced with a single engine.

E.14. Marine Engine Tier: Recipient agrees that funds under this award cannot be used to replace or upgrade Tier 3 and Tier 4 marine engines and vessels with other than zero tailpipe emission technology, or to replace marine engines with a Tier 2 or lower CI marine engine. Refer to Table 3 for further explanation.

Table 3: Marine Engines Funding Restrictions

Current Engine Tier	Engine & Vessel Replacement: EMY 2019+ *				Certified Remanufacture System	Verified Engine Upgrade
	Compression Ignition		Spark Ignition	Zero Emission		
	Tier 1-2	Tier 3-4				
Unregulated – Tier 2	No	Yes	Yes	Yes	Yes	Yes
Tier 3 - 4	No	No	No	Yes	No	No

*Previous engine model year engines may be used if the engine is certified to the same emission standards applicable to EMY 2019.

- E. 15. Marine Shore Connection: Recipient agrees that funds under this award cannot be used for marine shore connection system projects that are expected to be utilized less than 1,000 MW-hr/year.
- E. 16. Locomotive Engine Tier: Recipient agrees that funds under this award cannot be used to replace any locomotive engine with a Tier 3 or lower engine. No funds awarded under the Program shall be used to replace Tier 2+ line-haul locomotive engines. No funds awarded under the Program shall be used to install Automatic Engine Start-Stop technologies on locomotives currently certified to Tier 0+ or higher. Refer to Table 4 for further explanation.

Table 4: Locomotive Engines Funding Restrictions

Current Locomotive Tier	Engine & Locomotive Replacement: EMY 2019+* or Zero Emission			Verified Engine Retrofit	Idle-Reduction Technology	Certified Remanufacture System
	Tier 0+ - 3	Tier 4	Zero Emission			
Unregulated - Tier 2	No	Yes	Yes	Yes	Yes**	Yes
Tier 2+ switcher	No	Yes	Yes	Yes	Yes**	Yes
Tier 2+ line haul	No	No	No	Yes	Yes**	Yes
Tier 3 – Tier 4	No	No	No	No	No	No

*Previous engine model year engines may be used if the engine is certified to the same emission standards applicable to EMY 2019.

**Automatic Engine Start-Stop technologies are only eligible to be installed on locomotives currently certified to Tier 0 or unregulated.

- E. 17. Locomotive Shore Connection: Recipient agrees that funds under this award cannot be used for locomotive shore connection system projects that are expected to be utilized less than 1,000 hours per year.
- E. 18. Tires and Aerodynamics: Recipient agrees that funds under this award cannot be used to purchase aerodynamic technologies or low rolling resistance tires, unless they are combined on the same vehicle with a new installation of a verified engine retrofit funded under this award.
- E. 19. Engine Upgrade: In the case of an engine upgrade with a certified remanufacture system applied at the time of rebuild (not manufacturer upgrades that are retrofits verified by EPA or CARB), recipient agrees that funds under this award cannot be used for the entire cost of the engine

rebuild, but only for the incremental cost of the certified remanufacture system and associated labor costs for installation. Any question as to eligibility of engine upgrade costs should be directed to the EPA Project Officer.

F. Drayage Vehicle Replacement Project Requirements:

- F.1. In addition to the applicable requirements for highway vehicles described in E above, recipients replacing drayage vehicles are required to establish and document guidelines to ensure that the scrapped vehicle has a history of operating on a frequent basis over the prior year as a drayage truck.
- F.2. The recipient must establish and document guidelines to ensure that all drayage trucks receiving grant funds are operated in a manner consistent with the definition of a drayage truck, defined as any Class 8a and 8b in-use on-road vehicle with a gross weight rating (GVWR) of greater than 33,000 pounds operating on or transgressing through port or intermodal rail yard property for the purpose of loading, unloading or transporting cargo, such as containerized, bulk or break-bulk goods.

G. Delays or Favorable Developments:

The recipient agrees that it will promptly notify the EPA Project Officer of any problems, delays, or adverse conditions which may materially impair its ability to deliver on the outputs/outcomes specified in the work plan. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation. Failure to make satisfactory progress achieving the timeline and/or milestones defined in the approved workplan may result in termination of the award. The recipient agrees that it will also notify the EPA Project Officer of any favorable developments which may enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more beneficial results than originally planned.

H. Employee and/or Contractor Selection:

EPA will not help select employees or contractors hired by the recipient.

I. Program Income:

Program income as defined at 2 CFR §200.80 means gross income received by the grantee or subrecipient that is directly generated by a grant supported activity or earned as a result of the Federal award during the period of performance. Under DERA grants, program income is generally limited to the sale of scrapped or remanufactured engines/chassis or salvaged engine/vehicle/equipment components and does not include revenue generated by recipients or subrecipients through the commercial use of vehicles and equipment purchased with grant funds. "Period of performance" is the time between the start and end dates of the period of performance as included in the Federal award.

Program income earned during the project period shall be retained by the recipient and, in accordance with 2 CFR §200.307 recipient is authorized to use program income to meet the cost sharing or matching requirement of the Federal award, including any mandatory or voluntary cost share. The amount of the Federal award remains the same. The recipient will maintain records adequate to document the extent to which transactions generate program income and the disposition of program income. The recipient must provide as part of its final performance report, a description of how program income is being used. Further, a report on the amount of program income earned during the award period must be submitted with the final Federal Financial Report, Standard Form 425, which is required under the administrative terms and conditions of this agreement.

J. Equipment Use, Management, and Disposition

These equipment use, management, and disposition instructions are applicable to assistance agreement recipients and subrecipients acquiring equipment under this award. State agencies may use, manage and dispose of equipment acquired a Federal award by the state in accordance with state laws and procedures.

Recipient agrees the equipment acquired under this assistance agreement will be subject to the use

and management and disposition regulations at 2 CFR §200.313.

Equipment is defined as tangible personal property having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of \$5,000, or the capitalization level established by the non-Federal entity for financial statement purposes (see 2 CFR §200.12 Capital assets). Certified or verified technologies, vehicles, engines and nonroad equipment are considered to be equipment to the extent they fall within this definition.

Recipient agrees that at the end of the project period the recipient will continue to use the equipment purchased under this assistance agreement in the project or program for which it was acquired as long as needed, whether or not the project or program continues to be supported by the Federal award. When acquiring replacement equipment, the non-Federal entity may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property. Items of equipment with a current per unit fair market value of \$5,000 or less may be retained, sold or otherwise disposed of with no further obligation to the Federal awarding agency.

K. Procurement Procedures:

The recipient must follow applicable procurement procedures. EPA will not be a party to these transactions. When procuring property and services under a Federal award, a state must follow the same policies and procedures it uses for procurements from its non-Federal funds as provided by 2 CFR §200.317. The state will comply with 2 CFR §200.322 Procurement of Recovered Materials, and ensure that every purchase order or other contract includes any clauses required by 2 CFR §200.326 Contract provisions. All other non-Federal entities, including subrecipients of a state, will follow 2 CFR §§200.318 General Procurement Standards through 200.326 Contract Provisions.

L. Final Approved Workplan and Modifications

Recipient agrees to carry out the project in accordance with the final approved workplan. Recipients are required to report deviations from budget or project scope or objective, and must request prior written approval from an Authorized EPA Official for:

- any change in the scope or objective of the project or program (even if there is no associated budget revision requiring prior written approval);
- any change in a key person specified in the application or workplan;
- the disengagement from the project for more than three months, or a 25% reduction in time devoted to the project, by the approved project director or principal investigator;
- the inclusion of costs that require prior approval in accordance with 2 CFR Part 200 Subpart E—Cost Principles or 48 CFR part 31, "Contract Cost Principles and Procedures," as applicable;
- the transfer of funds budgeted for participant support costs as defined in 2 CFR Section 200.75 Participant Support Costs to other categories of expense;
- unless described in the final approved workplan and budget, the subawarding, transferring or contracting out of any work under the award;
- changes in the approved cost-sharing or matching provided by the recipient;
- or, the need arises for additional Federal funds to complete the project.

Authorized EPA Officials include Grants Management Officers and Award Officials. Proposed modifications to the approved workplan or budget, including additions, deletions, or changes in the schedule, shall be submitted in a timely manner to the EPA Project Officer and Grant Specialist to initiate the approval process. Depending on the type or scope of changes, a formal amendment to the award may be necessary. Major project modifications which include changes to the approved types and number of affected vehicles, engines, or equipment, or the approved types of emission reduction technologies to be implemented, or to the approved project location(s) may not be allowed.

M. Public Notification:

Not later than 60 days after the date of the award of a subaward, rebate, or loan by a State, the State shall publish on the website of the State:

- M.1. For subawards, rebates, and loans provided to the owner of a diesel vehicle or fleet, the total number and dollar amount of subawards, rebates, or loans provided, as well as a breakdown of the technologies funded through the subawards, rebates, or loans; and
- M.2. For other subawards, rebates, and loans, a description of each application for which the subaward, rebate, or loan is provided.

N. State Grant Cybersecurity

- N.1. The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State law cybersecurity requirements.
- N.2. EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure. For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition. If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer (PO) and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.
- N.3. The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in N.2. If the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR 200.331(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

O. Mandatory Cost-Share Requirement:

Any voluntary matching funds provided by the state to qualify for the matching incentive are included in the "EPA funds and state voluntary matching funds" described below. Mandatory cost-share funds provided by the state and/or eligible third parties cannot count towards the state's voluntary matching funds to qualify for the matching incentive. However, if a state requires a third-party cost-share contribution above and beyond the mandatory cost-share amount for the elected technology, then the "excess" cost-share may be applied towards the state voluntary match funds for the purpose of qualifying for the matching incentive.

Volkswagen Environmental Mitigation Trust Funds cannot be used to fund any mandatory cost-share.

This award and the resulting federal funding share (as shown under "Notice of Award" in the award document) is based on estimated costs requested in the recipient's final approved workplan. While actual total costs may differ than those estimates, the recipient is required to provide no less than the cost-share percentages outlined below, as applicable, of the final equipment costs. EPA's participation shall not exceed the total amount of federal funds awarded or the maximum federal cost-share percentages outlined below, as applicable, of the final equipment costs. Recipients must

satisfy any applicable cost share requirements with allowable costs as set forth in 2 CFR §200.306. The cost share requirements are as follows:

- O.1. Engine Upgrades: EPA will fund up to 40% of the cost (labor and equipment) of an eligible engine upgrade; recipient is responsible for cost-sharing at least 60% of the cost of an eligible engine upgrade.
- O.2. Idle Reduction Technologies on Locomotives: EPA will fund up to 40% of the cost (labor and equipment) of an eligible idle reduction technology for a locomotive; recipient is responsible for cost-sharing at least 60% of the cost of an eligible idle reduction technology for a locomotive.
- O.3. Idle Reduction Technologies on Highway Diesel Vehicles: EPA will fund up to 100% of the cost (labor and equipment) for eligible idle reduction technologies if combined on the same vehicle with eligible verified engine retrofit technologies. EPA will fund up to 25% of the cost (labor and equipment) of stand-alone eligible, verified idle technologies on Class 8 long-haul trucks and school buses; recipient is responsible for the mandatory cost-share of at least 75% of the cost of eligible, verified idle reduction technologies on Class 8 long-haul trucks and school buses.
- O.4. Marine Shore Power Connection Systems: EPA will fund up to 25% of the cost (labor and equipment) of an eligible shore connection system; recipient is responsible for cost-sharing at least 75% of the cost of an eligible shore connection system.
- O.5. Truck Stop Electrification: EPA will fund up to 30% of the cost (labor and equipment) of eligible truck stop electrification technology; recipient is responsible for the mandatory cost-share of at least 70% of the cost of eligible truck stop electrification technology.
- O.6. Certified Engine Replacement:
 - O.6.1. EPA will fund up to 40% of the cost (labor and equipment) of an eligible diesel or alternative fuel engine replacement that is certified to EPA's emission standards; recipient is responsible for the mandatory cost-share of at least 60% of the cost of an eligible engine replacement.
 - O.6.2. Highway Low-NOx : EPA will fund up to 50% of the cost (labor and equipment) of replacing a highway diesel engine with an eligible engine that is certified to CARB's Optional Low-NOx Standards of 0.1 g/bhp-hr, 0.05 g/bhp-hr, or 0.02 g/bhp-hr NOx. Please see the "How to Identify Low NOx Certified Engines" document at: www.epa.gov/dera/state. Recipient is responsible for the mandatory cost-share of at least 50% of the cost of eligible Low-NOx engine replacement.
 - O.6.3. Zero Tailpipe Emission : EPA will fund up to 60% of the cost (labor and equipment) of an eligible zero tailpipe emission engine replacement; recipient is responsible for the mandatory cost-share of at least 40% of the cost of an eligible zero tailpipe emission engine replacement.
- O.7. Certified Vehicle/Equipment Replacement:
 - O.7.1. EPA will fund up to 25% of the cost of an eligible replacement vehicle or piece of equipment powered by an engine certified to EPA emission standards; recipient is responsible for the mandatory cost-share of at least 75% of the cost of an eligible replacement vehicle or piece of equipment.
 - O.7.2. Highway Low-NOx : EPA will fund up to 35% of the cost of an eligible highway replacement vehicle powered by an engine certified to meet CARB's Optional Low-NOx Standards of 0.1 g/bhp-hr, 0.05 g/bhp-hr, or 0.02 g/bhp-hr NOx. Please see the "How to Identify Low NOx Certified Engines" document at: www.epa.gov/dera/state. Recipient is responsible for the mandatory cost-share of at least 65% of the cost of an eligible replacement vehicle.
 - O.7.3. Zero Tailpipe Emission : EPA will fund up to 45% of the cost of an eligible zero emission replacement vehicle or equipment; recipient is responsible for the mandatory cost-share of at least 55% of the cost of an eligible zero tailpipe emission replacement vehicle or

piece of equipment.

O.7.4. *Drayage Trucks* : EPA will fund up to 50% of the cost of an eligible replacement drayage truck powered by an engine certified to EPA or CARB emission standards; recipient is responsible for the mandatory cost-share of at least 50% of the cost of an eligible replacement drayage vehicle.

O.8. Clean Alternative Fuel Conversion: EPA funds and state voluntary matching funds can cover up to 40% of the cost (labor and equipment) of an eligible certified or compliant clean alternative fuel conversion. States and/or eligible third parties are responsible for the mandatory cost-share of at least 60% of the cost of an eligible clean alternative fuel conversion.

The eligible acquisition cost for equipment means the net invoice price of the equipment, including the cost of any modifications, attachments, accessories, or auxiliary apparatus necessary to make it usable for the purpose for which it is acquired. Ancillary charges, such as taxes, duty, protective in transit insurance and freight may be included in or excluded from the acquisition cost in accordance with the non-Federal entity's regular accounting practices.

P. Rebates

Rebates, subsidies, and similar one-time, lump-sum payments to program beneficiaries for the purchase of eligible emissions control technologies and vehicle replacements are eligible participant support costs under this award. Engine replacements, marine and locomotive shorepower projects, and most electrified parking space technology projects are not eligible as participant support costs. Rebates can only fund a participating fleet owner's equipment purchase and installation costs (i.e. parts and labor, including costs incurred to scrap the existing vehicle); if a participating fleet owner requires funding for project administration, travel, extensive design/engineering, construction, etc., in order to carry out the project a subaward is the more appropriate option. Questions regarding the use of rebates under this award should be directed to the EPA Project Officer. Rebates are not considered subawards/subgrants as defined in 2 CFR Part 200 and should not be treated as such under this award.

Program beneficiaries may be individual owner/operators or private or public fleet owners, however program beneficiaries cannot be employees, contractors or subrecipients of the DERA grant recipient. Rebates cannot exceed the applicable EPA cost share limits as defined in the terms of this award agreement. Participant support costs for rebates must be supported by guidelines issued by the recipient and approved by EPA's Award Official or Grants Management Officer, defining the rules, restrictions, timelines, programmatic requirements, reporting and transaction documentation requirements, eligibility, and funding levels that rebate beneficiaries must follow. Additionally, there must be written agreement between recipient or subrecipient and the program beneficiary that:

- Describes the activities that will be supported by rebates, subsidies or other payments;
- Specifies the amount of the rebate, subsidy or payment;
- Identifies which party will have title to equipment (if any) purchased with a rebate or subsidy; and
- Establishes source documentation requirements to ensure proper accounting of EPA funds. • Specifies any reporting required by the beneficiary.

EPA's Interim Guidance on Participant Support Costs (www.epa.gov/grants/rain-2018-q05) specifies requirements for rebate program approval by Authorized EPA Officials. EPA's Award Official or Grants Management Officer must approve participant support costs on the basis of either a precise description of the participant support costs in the EPA approved budget and work plan, or on a transaction-by-transaction basis. Should a DERA recipient decide to award participant support costs that were not described in the approved work plan and budget the recipient must obtain prior written approval from EPA's Award Official or Grants Management Officer. Moreover, after a grant is awarded, should a recipient decide to modify the amount approved (upwards or downwards) for participant support costs, prior written approval from EPA's Award Official or Grants Management Officer is also required.

All Other Programmatic Terms and Conditions Remain the Same

	U.S. ENVIRONMENTAL PROTECTION AGENCY Assistance Amendment		GRANT NUMBER (FAIN): 00D95219 MODIFICATION NUMBER: 3 PROGRAM CODE: DS	DATE OF AWARD 10/13/2021	
			TYPE OF ACTION No Cost Amendment		MAILING DATE 10/13/2021
			PAYMENT METHOD: ASAP		ACH# 40192
			RECIPIENT TYPE: State		
RECIPIENT: North Carolina DEQ 217 W. Jones Street Raleigh, NC 27603 EIN: 56-6000372			Send Payment Request to: Contact EPA RTPFC at: rtpfc-grants@epa.gov PAYEE: North Carolina Department of Environmental Quality 217 W. Jones Street Raleigh, NC 27603		
PROJECT MANAGER Jill Vitas 217 W. Jones Street Raleigh, NC 27603 E-Mail: jill.vitas@ncdenr.gov Phone: 919-707-8424		EPA PROJECT OFFICER Katherine Evans 61 Forsyth Street Atlanta, GA 30303-8960 E-Mail: evans.katherine@epa.gov Phone: 404-562-8965		EPA GRANT SPECIALIST Christopher Walston Grants and Audit Management Section 61 Forsyth Street Atlanta, GA 30303-8960 E-Mail: Walston.Christopher@epa.gov Phone: 404-562-8201	
PROJECT TITLE AND EXPLANATION OF CHANGES State Clean Diesel Grant Program (B) This action provides a major re-budgeting to add both voluntary and mandatory cost share in the amount of \$2,816,353 (Recipient cost share 80.39% Federal cost share is 19.61%) to continue support to the North Carolina Department of Environmental Quality in its efforts to reduce diesel emissions and exposure throughout the state. This action also extends the budget/project end date from September 30, 2021 to September 30, 2022.					
BUDGET PERIOD 10/01/2019 - 09/30/2022	PROJECT PERIOD 10/01/2019 - 09/30/2022	TOTAL BUDGET PERIOD COST \$3,503,272.00	TOTAL PROJECT PERIOD COST \$3,503,272.00		
NOTICE OF AWARD Based on your Application dated 06/18/2019 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$0.00. EPA agrees to cost-share 19.61% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$686,919.00. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.					
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE) ORGANIZATION / ADDRESS 61 Forsyth Street Atlanta, GA 30303-8960		AWARD APPROVAL OFFICE ORGANIZATION / ADDRESS U.S. EPA, Region 4, Air and Radiation Division R4 - Region 4 61 Forsyth Street Atlanta, GA 30303-8960			
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY					
Digital signature applied by EPA Award Official Keva Lloyd - Grants Management Officer				DATE 10/13/2021	

EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$686,919	\$0	\$686,919
EPA in-Kind Amount	\$0	\$0	\$0
Unexpended Prior Year Balance	\$0	\$0	\$0
Other Federal Funds	\$0	\$0	\$0
Recipient Contribution	\$0	\$491,487	\$491,487
State Contribution	\$0	\$0	\$0
Local Contribution	\$0	\$0	\$0
Other Contribution	\$0	\$2,324,866	\$2,324,866
Allowable Project Cost	\$686,919	\$2,816,353	\$3,503,272

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.040 - State Clean Diesel Grant Program (B)	Diesel Emissions Reduction Act of 2010, codified at 42 U.S.C. 16131 et seq, Further Consolidated Appropriations Act, 2020 (P.L. 116-94)	2 CFR 200, 2 CFR 1500 and 40 CFR 33

Budget Summary Page

Table A - Object Class Category (Non-Construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$52,876
2. Fringe Benefits	\$18,876
3. Travel	\$2,000
4. Equipment	\$0
5. Supplies	\$500
6. Contractual	\$11,976
7. Construction	\$0
8. Other	\$3,410,857
9. Total Direct Charges	\$3,497,085
10. Indirect Costs: 11.70 % Base Total Personnel Costs	\$6,187
11. Total (Share: Recipient <u>80.39</u> % Federal <u>19.61</u> %)	\$3,503,272
12. Total Approved Assistance Amount	\$686,919
13. Program Income	\$0
14. Total EPA Amount Awarded This Action	\$0
15. Total EPA Amount Awarded To Date	\$686,919

Administrative Conditions

General Terms and Conditions

The recipient agrees to comply with the current EPA general terms and conditions available at: <https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2021-or-later>. These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at: <https://www.epa.gov/grants/grant-terms-and-conditions>.

A. Correspondence Condition

The terms and conditions of this agreement require the submittal of reports, specific requests for approval, or notifications to EPA. Unless otherwise noted, all such correspondence should be sent to the following email addresses:

- Federal Financial Reports (SF-425): rtpfc-grants@epa.gov

- MBE/WBE reports (EPA Form 5700-52A):
R4epagrantsmbewbereporting@epa.gov
cc: Walston.Christopher@epa.gov

- All other forms/certifications/assurances, Indirect Cost Rate Agreements, Requests for Extensions of the Budget and Project Period, Amendment Requests, Requests for other Prior Approvals, updates to recipient information (including email addresses, changes in contact information or changes in authorized representatives) and other notifications:

Christopher Walston / Grants Management Specialist
Walston.Christopher@epa.gov
404-562-8201

Katherine Evans/ Project Officer
evans.katherine@epa.gov
404-562-8965

- Payment requests (if applicable):

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Katherine Evans/ Project Officer
evans.katherine@epa.gov
404-562-8965

Katherine Evans/ Project Officer
evans.katherine@epa.gov
404-562-8965

Quality Assurance documents, workplan revisions, equipment lists, programmatic reports and deliverables:

Katherine Evans/ Project Officer
evans.katherine@epa.gov
404-562-8965

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Programmatic Conditions

All Programmatic Conditions Remain the Same

	U.S. ENVIRONMENTAL PROTECTION AGENCY Assistance Amendment		GRANT NUMBER (FAIN): 00D95219 MODIFICATION NUMBER: 4 PROGRAM CODE: DS	DATE OF AWARD 09/29/2022
			TYPE OF ACTION No Cost Amendment	MAILING DATE 09/29/2022
			PAYMENT METHOD: ASAP	ACH# 40192
			RECIPIENT TYPE: State	
RECIPIENT: North Carolina DEQ 217 W. Jones Street Raleigh, NC 27603 EIN: 56-6000372			Send Payment Request to: Contact EPA RTPFC at: rtpfc-grants@epa.gov	
PROJECT MANAGER Sheila Blanchard 1641 Mail Service Center Raleigh, NC 27699 Email: sheila.blanchard@nodenr.gov Phone: 919-707-8423			PAYEE: North Carolina Department of Environmental Quality 217 W. Jones Street Raleigh, NC 27603	
EPA PROJECT OFFICER Katherine Evans 61 Forsyth Street Atlanta, GA 30303-8960 Email: evans.katherine@epa.gov Phone: 404-562-8965			EPA GRANT SPECIALIST Christopher Walston Grants and Audit Management Section 61 Forsyth Street Atlanta, GA 30303-8960 Email: Walston.Christopher@epa.gov Phone: 404-562-8201	
PROJECT TITLE AND EXPLANATION OF CHANGES State Clean Diesel Grant Program (B) This action approves a time extension of the budget and project period end date from 9/30/2022 to 03/31/2024 to provide North Carolina Department of Environmental Quality additional time to achieve the goals in their work plan.				
BUDGET PERIOD 10/01/2019 - 03/31/2024	PROJECT PERIOD 10/01/2019 - 03/31/2024	TOTAL BUDGET PERIOD COST \$3,503,272.00	TOTAL PROJECT PERIOD COST \$3,503,272.00	
NOTICE OF AWARD Based on your Application dated 06/18/2019 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$0.00. EPA agrees to cost-share <u>19.61%</u> of all approved budget period costs incurred, up to and not exceeding total federal funding of \$686,919.00. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.				
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)			AWARD APPROVAL OFFICE	
ORGANIZATION / ADDRESS U.S. EPA, Region 4 61 Forsyth Street Atlanta, GA 30303-8960			ORGANIZATION / ADDRESS U.S. EPA, Region 4, Air and Radiation Division R4 - Region 4 61 Forsyth Street Atlanta, GA 30303-8960	
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY				
Digital signature applied by EPA Award Official Christopher Walston - Grants Management Specialist				DATE 09/29/2022

EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$686,919	\$0	\$686,919
EPA In-Kind Amount	\$0	\$0	\$0
Unexpended Prior Year Balance	\$0	\$0	\$0
Other Federal Funds	\$0	\$0	\$0
Recipient Contribution	\$491,487	\$0	\$491,487
State Contribution	\$0	\$0	\$0
Local Contribution	\$0	\$0	\$0
Other Contribution	\$2,324,866	\$0	\$2,324,866
Allowable Project Cost	\$3,503,272	\$0	\$3,503,272

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.040 - State Clean Diesel Grant Program (B)	DieselEmissionsReductionActof2010, codifiedat42U.S.C.16131etseq, FurtherConsolidatedAppropriationsAct,2020(P.L. 116-94)	2 CFR 200, 2 CFR 1500 and 40 CFR 33

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14. Total EPA Amount Awarded This Action	\$0
15. Total EPA Amount Awarded To Date	\$686,919

Administrative Conditions

The Following Administrative Conditions Are Revised

The recipient agrees to comply with the current EPA general terms and conditions available at: <https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2021-or-later>. These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at: <https://www.epa.gov/grants/grant-terms-and-conditions>.

Programmatic Conditions

All Programmatic Conditions Remain the Same

**General Terms and Conditions
Governmental Entities**

DEFINITIONS

Unless indicated otherwise from the context, the following terms shall have the following meanings in this Contract. All definitions are from 9 NCAC 3M.0102 unless otherwise noted. If the rule or statute that is the source of the definition is changed by the adopting authority, the change shall be incorporated herein.

- (1) "Agency" (as used in the context of the definitions below) means and includes every public office, public officer or official (State or local, elected or appointed), institution, board, commission, bureau, council, department, authority or other unit of government of the State or of any county, unit, special district or other political sub-agency of government. For other purposes in this Contract, "Agency" means the entity identified as one of the parties hereto.
- (2) "Audit" means an examination of records or financial accounts to verify their accuracy.
- (3) "Certification of Compliance" means a report provided by the Agency to the Office of the State Auditor that states that the Grantee has met the reporting requirements established by this Subchapter and included a statement of certification by the Agency and copies of the submitted grantee reporting package.
- (4) "Compliance Supplement" refers to the North Carolina State Compliance Supplement, maintained by the State and Local Government Finance Agency within the North Carolina Department of State Treasurer that has been developed in cooperation with agencies to assist the local auditor in identifying program compliance requirements and audit procedures for testing those requirements.
- (5) "Contract" means a legal instrument that is used to reflect a relationship between the agency, grantee, and sub-grantee.
- (6) "Fiscal Year" means the annual operating year of the non-State entity.
- (7) "Financial Assistance" means assistance that non-State entities receive or administer in the form of grants, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other assistance. Financial assistance does not include amounts received as reimbursement for services rendered to individuals for Medicare and Medicaid patient services.
- (8) "Financial Statement" means a report providing financial statistics relative to a given part of an organization's operations or status.
- (9) "Grant" means financial assistance provided by an agency, grantee, or sub-grantee to carry out activities whereby the grantor anticipates no programmatic involvement with the grantee or sub-grantee during the performance of the grant.
- (10) "Grantee" has the meaning in NCGS 143C-6-23(a)(2): a non-State entity that receives a grant of State funds from a State agency, department, or institution but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission. For other purposes in this Contract, "Grantee" shall mean the entity identified as one of the parties hereto. For purposes of this contract, Grantee also includes other State agencies such as universities.
- (11) "Grantor" means an entity that provides resources, generally financial, to another entity in order to achieve a specified goal or objective.
- (12) "Non-State Entity" has the meaning in NCGS 143C-1-1(d)(18): A firm, corporation, partnership, association, county, unit of local government, public authority, or any other person, organization, group, or governmental entity that is not a State agency, department, or institution.
- (13) "Public Authority" has the meaning in NCGS 159-7(10): A municipal corporation that is not a unit of local government or a local governmental authority, board, commission, council, or agency that (i) is not a municipal corporation, (ii) is not subject of the State Budget Act, and (iii) operates on an area, regional, or multiunit basis, and the budgeting and accounting systems of which are not fully a part of the budgeting and accounting systems of a unit of local government.
- (14) "Single Audit" means an audit that includes an examination of an organization's financial statements, internal controls, and compliance with the requirements of Federal or State awards.
- (15) "Special Appropriation" means a legislative act authorizing the expenditure of a designated amount of public funds for a specific purpose.
- (16) "State Funds" means any funds appropriated by the North Carolina General Assembly or collected by the State of North Carolina. State funds include federal financial assistance received by the State and transferred or disbursed to non-State entities. Both Federal and State funds maintain their identity as they are sub-granted to other organizations. Pursuant to NCGS 143C-6-23(a)(1), the terms "State grant funds" and "State grants" do not include any payment made by the Medicaid program, the Teachers' and State Employees' Comprehensive Major Medical Plan, or other similar medical programs.
- (17) "Sub-grantee" has the meaning in NCGS 143C-6-23(a)(4): a non-State entity that receives a grant of State funds from a grantee or from another sub-grantee but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission.

- (18) "Unit of Local Government has the meaning in NCGS 159-7(b)(15): A municipal corporation that has the power to levy taxes, including a consolidated city-county as defined by NCGS 160B-2(1), and all boards, agencies, commissions, authorities, and institutions thereof that are not municipal corporations.

Relationships of the Parties

Independent Contractor: The Grantee is and shall be deemed to be an independent contractor in the performance of this Contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Grantee represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with, the Agency.

Subcontracting: To subcontract work to be performed under this contract which involves the specialized skill or expertise of the Grantee or his employees, the Grantee first obtains prior approval of the Agency Contract Administrator. In the event the Grantee subcontracts for any or all of the services or activities covered by this contract: (a) the Grantee is not relieved of any of the duties and responsibilities provided in this contract; (b) the subcontractor agrees to abide by the standards contained herein or to provide such information as to allow the Grantee to comply with these standards, and; (c) the subcontractor agrees to allow state and federal authorized representatives access to any records pertinent to its role as a subcontractor.

Sub-grantees: The Grantee has the responsibility to ensure that all sub-grantees, if any, provide all information necessary to permit the Grantee to comply with the standards set forth in this Contract.

Assignment: The Grantee may not assign the Grantee's obligations or the Grantee's right to receive payment hereunder. However, upon Grantee's written request approved by the issuing purchasing authority, the Agency may:

- (a) Forward the Grantee's payment check(s) directly to any person or entity designated by the Grantee, or
- (b) Include any person or entity designated by Grantee as a joint payee on the Grantee's payment check(s).

Such approval and action does not obligate the State to anyone other than the Grantee and the Grantee remains responsible for fulfillment of all contract obligations.

Beneficiaries: Except as herein specifically provided otherwise, this Contract inures to the benefit of and is binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, are strictly reserved to the Agency and the named Grantee. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Agency and Grantee that any

third person receiving services or benefits under this Contract is an incidental beneficiary only.

Indemnity

Indemnification: In the event of a claim against either party by a third party arising out of this contract, the party whose actions gave rise to the claim is responsible for the defense of the claim and any resulting liability, provided that a party may not waive the other party's sovereign immunity or similar defenses. The parties agree to consult with each other over the appropriate handling of a claim and, in the event they cannot agree, to consult with the Office of the Attorney General.

Insurance: During the term of the contract, the Grantee at its sole cost and expense provides commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the Grantee provides and maintains the following coverage and limits:

- (a) **Worker's Compensation:** The Grantee provides and maintains Worker's Compensation insurance as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00, covering all of Grantee's employees who are engaged in any work under this contract. If any work is sublet, the Grantee requires the subgrantee to provide the same coverage for any of his employees engaged in any work under this contract.
- (b) **Commercial General Liability:** General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)
- (c) **Automobile:** Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles used in performance of the contract. The minimum combined single limit is \$500,000.00 bodily injury and property damage; \$500,000.00 uninsured/under insured motorist; and \$25,000.00 medical payment.

Providing and maintaining adequate insurance coverage is a material obligation of the Grantee and is of the essence of this contract. The Grantee may meet its requirements of maintaining specified coverage and limits by demonstrating to the Agency that there is in force insurance with equivalent coverage and limits that will offer at least the same protection to the Agency. Grantee obtains insurance that meets all laws of the State of North Carolina. Grantee obtains coverage from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Grantee complies at

all times with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the Grantee do not limit the Grantee's liability and obligations under the contract.

Default and Termination

Termination by Mutual Consent: Either party may terminate this agreement upon sixty (60) days notice in writing from the other party. In that event, all finished or unfinished documents and other materials, at the option of the Agency, be submitted to the Agency. If the contract is terminated as provided herein, the Grantee is paid in an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Grantee covered by this agreement; for costs of work performed by subcontractors for the Grantee provided that such subcontracts have been approved as provided herein; or for each full day of services performed where compensation is based on each full day of services performed, less payment of compensation previously made. The Grantee repays to the Agency any compensation the Grantee has received which is in excess of the payment to which he is entitled herein.

Termination for Cause: If, through any cause, the Grantee fails to fulfill in timely and proper manner the obligations under this agreement, the Agency thereupon has the right to terminate this contract by giving written notice to the Grantee of such termination and specifying the reason thereof and the effective date thereof. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Grantee, at the option of the Agency, be submitted to the Agency, and the Grantee is entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. The Grantee is not relieved of liability to the Agency for damages sustained by the Agency by virtue of any breach of this agreement, and the Agency may withhold payment to the Grantee for the purpose of set off until such time as the exact amount of damages due the Agency from such breach can be determined.

Waiver of Default: Waiver by the Agency of any default or breach in compliance with the terms of this Contract by the Grantee is not a waiver of any subsequent default or breach and is not a modification of the terms of this Contract unless stated to be such in writing, signed by an authorized representative of the Agency and the Grantee and attached to the contract.

Availability of Funds: The parties to this Contract agree and understand that the payment of the sums specified in this Contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Agency.

Force Majeure: Neither party is in default of its obligations hereunder if it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

Intellectual Property Rights

Copyrights and Ownership of Deliverables: Any and all copyrights resulting from work under this agreement shall belong to the Grantee. The Grantee hereby grants to the North Carolina Department of Environmental Quality a royalty-free, non-exclusive, paid-up license to use, publish and distribute results of work under this agreement for North Carolina State Government purposes only.

Compliance with Applicable Laws

Compliance with Laws: The Grantee understands and agrees that it is subject to compliance with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

Equal Employment Opportunity: The Grantee understands and agrees that it is subject to compliance with all Federal and State laws relating to equal employment opportunity.

Confidentiality

Confidentiality: As authorized by law, the Grantee keeps confidential any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Grantee under this agreement and does not divulge or make them available to any individual or organization without the prior written approval of the Agency. The Grantee acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this Contract or without the prior written approval of the Agency.

Oversight

Access to Persons and Records: The State Auditor and the using agency's internal auditors shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with NCGS 147-64.7 and Session Law 2010-194, Section 21 (i.e., the State Auditors and internal auditors may audit the records of the contractor during the term of the contract to verify accounts and data affecting fees or performance). The Contractor shall retain all records for a period of six (6) years

following completion of the contract or until any audits begun during this period are completed and findings resolved, whichever is later.

Record Retention: The Grantee may not destroy, purge or dispose of records without the express written consent of the Agency. State basic records retention policy requires all grant records to be retained for a minimum of six (6) years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to Federal policy and regulations, record retention may be longer than six (6) years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has started before expiration of the six (6) year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular six (6) year period described above, whichever is later.

Time Records: The GRANTEE will maintain records of the time and effort of each employee receiving compensation from this contract, in accordance with the appropriate OMB circular.

Miscellaneous

Choice of Law: The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, are governed by the laws of North Carolina. The Grantee, by signing this Contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this Contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Amendment: This Contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Agency and the Grantee.

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this Contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Contract shall remain in full force and effect.

Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

Time of the Essence: Time is of the essence in the performance of this Contract.

Care of Property: The Grantee agrees that it is responsible for the proper custody and care of any State owned property furnished him for use in connection with the performance of his contract and will reimburse the State for its loss or damage.

Ownership of equipment purchased under this contract rests with the Grantee. As it relates to software development or study results, ownership rests with the Agency. In the event that clarification of ownership is required, the Agency Contract Administrator will make the determination.

Travel Expenses: All travel, lodging, and subsistence costs are included in the contract total and no additional payments will be made in excess of the contract amount indicated in above. Contractor must adhere to the travel, lodging and subsistence rates established in the Budget Manual for the State of North Carolina.

Sales/Use Tax Refunds: If eligible, the Grantee and all sub-grantees shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to NCGS 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

Advertising: The Grantee may not use the award of this Contract as a part of any news release or commercial advertising.

Recycled Paper: The Grantee ensures that all publications produced as a result of this contract are printed double-sided on recycled paper.

Sovereign Immunity: The Agency does not waive its sovereign immunity by entering into this contract and fully retains all immunities and defenses provided by law with respect to any action based on this contract.

Gratuities, Kickbacks or Contingency Fee(s): The parties certify and warrant that no gratuities, kickbacks or contingency fee(s) are paid in connection with this contract, nor are any fees, commissions, gifts or other considerations made contingent upon the award of this contract.

Lobbying: The Grantee certifies that it (a) has neither used nor will use any appropriated funds for payments to lobbyist; (b) will disclose the name, address, payment details, and purpose of any agreement with lobbyists whom the Grantee or its sub-tier contractor(s) or sub-grantee(s) will pay with profits or non-appropriated funds on or after December 22, 1989; and (c) will file quarterly updates about the use of lobbyists if material changes occur in their use.

By Executive Order 24, issued by Governor Perdue, and

NCGS § 133-32: It is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Natural and Cultural Resources, Environmental Quality, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:

- (1) have a contract with a governmental agency; or
- (2) have performed under such a contract within the past year; or
- (3) anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and NCGS Sec. 133-32.

Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24."

REVISED: 2019/2020 North Carolina Diesel Emissions Reduction Grant Request for Proposals Guidance

The NC Department of Environmental Quality, Division of Air Quality (DAQ) will provide funding for projects that reduce mobile source diesel emissions. Awarded projects are expected to begin in late 2020 to early 2021 and must be completed by **September 1, 2022**.

The Division of Air Quality reserves the right to award less than the total amount of funding available.

ELIGIBILITY

Any private or public sector entity or individual stationed in North Carolina is eligible. Applicants who have an outstanding North Carolina DAQ grant will **NOT** be eligible for this cycle.

AVAILABLE FUNDING

Approximately \$616,835 is available for all projects funded statewide. The DAQ expects to fund several projects.

APPLICATION DEADLINE

Applications must be submitted electronically via the NC Division of Air Quality's Grant Management System at [DAQ Grant Management System](#) by **11:59 pm Eastern Time, Friday, October 30, 2020** to be considered.

PROJECT TYPE FUNDING

DERA Eligible Projects	DERA Funding Limits	Minimum Mandatory Cost-Share (Fleet Owner Contribution)
Exhaust Control Retrofit	100%	0%
Engine Upgrade / Remanufacture	40%	60%
Highway Idle Reduction Bundled with Exhaust Control Retrofit	100%	0%
Stand-alone Highway Idle Reduction	25%	75%
Locomotive Idle Reduction	40%	60%
Marine Shore Power	25%	75%
Electrified Parking Space	30%	70%
Engine Replacement – Diesel or Alternative Fuel	40%	60%
Engine Replacement – Low NOx	50%	50%
Engine Replacement – Zero Emission	60%	40%
Vehicle/Equipment Replacement – Diesel or Alternative Fuel	25%	75%
Vehicle/Equipment Replacement – Low NOx	35%	65%
Vehicle/Equipment Replacement – Zero Emission	45%	55%
Vehicle Replacement – Drayage	50%	50%
Clean Alternative Fuel Conversion	40%	60%

REVISED: 2019/2020 North Carolina Diesel Emissions Reduction Grant Request for Proposals Guidance

PROJECT REQUIREMENTS

General

- All applicants must comply with all appropriate North Carolina State Laws.
- All applicants must apply electronically through the NC Division of Air Quality's Grant Management System.
- **All equipment funded must be EPA verified.**
- For alternative fuel conversions, systems for engine model years 1996-2006 must achieve at least a 30% NOx reduction and a 10% PM reduction from the applicable certified emission standards of the original engine. Conversion systems for engine model years 2007-2009 must achieve at least a 20% NOx reduction with no increase in PM from the applicable certified emission standards of the original engine.
- Funds cannot be used for fueling infrastructure projects.
- No standalone cleaner fuel projects unless combined with another clean diesel project on the same vehicle (e.g., repower).
- Funds shall not be used to meet compliance for emissions reductions that are mandated under federal law.
- Funds cannot be used for the purchase of vehicles, engines or equipment to expand a fleet.
- Funds under this award cannot be used as matching funds for other federal grants.
- Funds cannot be used for emissions testing and/or air monitoring.
- Funds cannot be used to for the purchase of engine retrofits, idle reduction technologies, low rolling resistance tires or advanced aerodynamic technologies if similar technologies have previously been installed on the truck or trailer.

On-road

- Funds cannot be used for light-duty highway vehicles.
- Funds can only be used for Class 5 (gross vehicle weight 16,001 pounds) and above heavy-duty vehicles

Summary of Heavy-Duty Trucks, School and Transit Buses Funding Restrictions

Current Engine Model Year (EMY)	DOC +/- CCV	DPF	SCR	Verified Idle Reduction, Tires, or Aerodynamics	Vehicle or Engine Replacement		Clean Alternative Fuel Conversion
					Model Year 2016+ (2013+ for Drayage)	EMY 2016+ Only Zero Emission or Low-NOx	
Older – 1995	No	No	No	No	No	No	No
1996 – 2006	Yes	Yes	Yes	Yes	Yes	Yes	Yes
2007 – 2009	No	No	Yes	Yes*	Yes	Yes	Yes
2010 - Newer	No	No	No	Yes*	No	Yes	Yes

* APUs and generators are not eligible on vehicles with EMY 2007 or newer.

Nonroad

- Funds cannot be used to replace agricultural pumps that operate less than 250 hours per year.
- Funds cannot be used to replace all other nonroad engines and equipment that operate less than 500 hours per year.

REVISED: 2019/2020 North Carolina Diesel Emissions Reduction Grant Request for Proposals Guidance

- Engine hours may be combined to reach the above thresholds where two units will be scrapped and replaced with a single unit.
- No funds awarded under the Program shall be used to retrofit, upgrade or replace a nonroad engine that is 50 HP or less and engine model year 2005 or older, or between 51-300 HP and engine model year 1995 or older, or 301 HP or greater and engine model year 1985 or older.

Summary of Nonroad Engine Funding Restrictions

Current Engine Horsepower	Current Engine Model Year (EMY) and Tier	Vehicle Equipment Replacement: EMY 2019+					Verified Retrofit
		Compression Ignition			Spark Ignition	Zero Emission	
		Tier 0-2	Tier 3-4i	Tier 4	Tier 2		
0-50	2006 and Newer; Unregulated – Tier 2	No	No	Yes	Yes	Yes	Yes
51-300	1996 and Newer; Tier 0 – Tier 2	No	Yes*	Yes	Yes	Yes	Yes
51-300	1996 and Newer; Tier 3	No	No	Yes	Yes	Yes	Yes
301+	1986 and Newer; Tier 0 – Tier 2	No	Yes*	Yes	Yes	Yes	Yes
301+	1986 and Newer; Tier 3	No	No	Yes	Yes	Yes	Yes
Current Engine Horsepower	Current Engine Model Year (EMY) and Tier	Engine Replacement: EMY 2019+				Verified Engine Upgrade	
		Compression Ignition		Spark Ignition	Zero Emission		
		Tier 0-3	Tier 4	Tier 2			
0-50	2006 and Newer; Unregulated – Tier 2	No	Yes	Yes	Yes	Yes	
51-300	1996 and Newer; Tier 0 – Tier 3	No	Yes	Yes	Yes	Yes	
301-750	1986 and Newer; Tier 0 – Tier 3	No	Yes	Yes	Yes	Yes	
751+	1986 and Newer; Tier 0 – Tier 2	No	Yes	Yes	Yes	Yes	

*Tier 3 and Tier 4 interim (4i) allowed for vehicle/equipment replacement only when Tier 4 final is not yet available from OEM for 2019 model year equipment under the Transition Program for Equipment Manufacturers.

**Previous engine model year engines may be used for engine replacement if the engine is certified to the same emission standards applicable to EMY 2019.

Marine Engines

- No funds awarded under this program shall be used to retrofit, replace, upgrade or install idle reduction technologies on marine engines that operate less than 1,000 hours per year. Engine hours may be combined to reach the 1000-hour threshold where two engines will be scrapped and replaced with a single engine.

Summary of Marine Engine Funding Restrictions

Current Engine Tier	Vessel or Engine Replacement: EMY 2019+*				Certified Remanufacture System	Verified Engine Upgrade
	Compression Ignition		Spark Ignition	Zero Emission		
	Tier 1-2	Tier 3-4				
Unregulated-Tier 2	No	Yes	Yes	Yes	Yes	Yes
Tier 3 – 4	No	No	No	Yes	No	No

REVISED: 2019/2020 North Carolina Diesel Emissions Reduction Grant Request for Proposals Guidance

Locomotives

- Funds cannot be used to retrofit, repower, replace, upgrade or install idle reduction technologies on eligible locomotives that operate less than 1,000 hours per year.
- Funds cannot be used for locomotive shore connection system projects that are expected to be utilized less than 1,000 hours/year.
- Tier 0+, Tier 1+, Tier 2+, Tier 3 and Tier 4 represent locomotives manufactured or remanufactured under the more stringent Tier standards promulgated under the 2008 (current) locomotive and marine rule.
- Tier 0, Tier 1, Tier 2 represent locomotives originally manufactured or remanufactured under the less stringent Tier standards promulgated in 1997.

Summary of Locomotive Engine Funding Restrictions

Current Locomotive Tier	Locomotive Replacement or Engine Replacement: Engine Model Year 2019+* or Zero Emission			Verified Retrofit	Idle-Reduction Technology	Certified Remanufacture System
	Tier 0+ - 3	Tier 4	Zero Emission			
Unregulated - Tier 2	No	Yes	Yes	Yes	Yes**	Yes
Tier 2+ Switcher	No	Yes	Yes	Yes	Yes**	Yes
Tier 2+ Line Haul	No	No	No	Yes	Yes**	Yes
Tier 3 – Tier 4	No	No	No	No	No	No

* Previous engine model year engines may be used if the engine is certified to the same emissions standards applicable to engine model year 2019.

** Automatic engine start-stop technologies are only eligible to be installed on locomotives currently certified to Tier 0 or unregulated.

HOW TO SUBMIT YOUR PROPOSAL

All applications must be submitted through the NC Division of Air Quality's Grant Management System at [DAQ Grant Management System](#). In order to be granted access to the Grant Management System you must complete an access authorization form which can be found in the Associated Files Section of our website [Mobile Sources Emissions Reductions Grant](#). Until you have received notification that your authorization has been granted you will not be able to log into the system to complete the application process.

Applications must be submitted by **11:59 pm Eastern Time, Friday, October 30, 2020** to be considered.

REVISED: 2019/2020 North Carolina Diesel Emissions Reduction Grant Request for Proposals Guidance

PROJECT SELECTION CRITERIA

The following outlines the project selection criteria. The total points possible is 100. Applicants should address each of the selection criteria in the Grant Management System application.

Criteria	Point Value
Cost Effectiveness (\$ funded per tons reduced): cost effectiveness is based on applicant provided information using the US Environmental Protection Agency (EPA) software tool, the Diesel Emissions Quantifier (EPA's Diesel Emissions Quantifier)	35
Emissions Reductions or Quantitative Benefits: emission reduction calculation based on applicant provided information	30
Sustainability of the Project: longevity of the funded equipment and additional long term benefits	15
Other Benefits: e.g., health, less fuel used, etc.	10
Timeliness: ability to provide high quality emission reductions in a timely manner, e.g., project complete and providing emission reductions by September 30, 2022	10

SCHEDULE FOR 2019/2020 DIESEL EMISSIONS REDUCTION GRANTS

Task	Date Completed
Request for Proposals period opens	July 31, 2020
Question and answer session on Grant Management System	August 21, 2020 (slides available in the Associated Files Section of the website Mobile Sources Emissions Reductions Grants)
Request for Proposals period closes	October 30, 2020
Proposals processed and awardees selected	November 2020
All applicants notified of their application status	December 2020
Awardee contracts are processed	January 2021
Awarded projects' work begins	Within 1 month of contract execution
All diesel emissions reductions grant projects completed	September 1, 2022
Invoices, Certificate of Engine/Chassis Destruction and final reports submitted to DAQ	September 1, 2022

Required Application Attachments

After you have digitally signed the application, you must click on the submit button. Note your Application ID. If you are not automatically redirected to your home page, please click "View Application" under Search. You will see your application under your recent list. Please click on your application and you will find an attachments section. This is where you will upload the required documents per the RFP for which you are applying.

**REVISED: 2019/2020 North Carolina Diesel Emissions Reduction
Grant Request for Proposals Guidance**

DERA Program Application Checklist:

	Download and complete DAQ Vehicle Equipment Spreadsheet
	Quote for the vehicle/equipment/engine being purchased
	Nonprofits only: Copy of Charitable Solicitation License from the North Carolina Department of the Secretary of State
	Optional supporting documentation
	For projects requesting funding for charging infrastructure with an all-electric replacement or repower, please include an itemized budget. (One charger allowed for each vehicle replacement or repower requested.)

If you have questions about the information above or completing the application, please e-mail daq.msrb.ncdaqgrants@ncdenr.gov.

2022 North Carolina DERA Program
DERA Program Application

This is a representation of the application information submitted by the applicant in the DAQ Grants Management System. Required application attachments and the original application are available to view in the DAQ Grants Management System.

Applicant Contact Information

Project Title		Application ID
Cumberland County 2019-2020 Emissions Reduction		1000017746
Organization Name		
Cumberland County Solid Waste		
Organization Mailing Address		
1225 Ramsey St		
City, State Zip		
Fayetteville NC 28301		
Authorized Representative Name		
Renee Paschal		
Authorized Representative E-mail Address	Authorized Representative Phone Number	
rpaschal@cumberlandcountync.gov	(919) 323-1540	
Project Manager Name (primary contact)		
Amanda Bader		
Project Manager E-mail Address	Project Manager Phone Number	
abader@co.cumberland.nc.us	(919) 438-4041	
Financial Contact Name		
Vicki Evans		
Financial Contact E-mail Address	Financial Contact Phone Number	
vevans@co.cumberland.nc.us	(919) 678-7750	

Project Details

Program Type	Eligible Applicant Type
DERA Program	Government
Vehicle/Equipment Type	Project Type
DERA Type projects (EMA-10)	Vehicle/Equipment Replacement - Diesel or Alternative Fuel

Project Location (where equipment will be installed and/or used)

Street Address		
689 Ann Street		
City	County	Zip
Fayetteville	Cumberland	28301



2022 North Carolina DERA Program

DERA Program Application

Project Details (Questions 1-5 are required.)

1. Please provide a detailed description of the proposed project.

This project will include the purchase of one track loader and one motor grader. These will replace the existing track loader and motor grader. A tracked loader, or crawler loader, is an engineering vehicle consisting of a tracked chassis with a loader for digging and loading material. This is a critical piece of equipment for the Wilkes Road Treatment and Processing Facility for managing debris and compost piles. A motor grader, also known as a road grader, is heavy construction equipment that Cumberland County will use for maintaining the all-weather roads at the Ann Street Landfill and the Wilkes Road Treatment and Processing facility. Maintaining all-weather access roads is essential for both facilities, not only for customer circulation, but also for fire management.

2. Explain how this request will benefit North Carolina's goal of reducing diesel emissions in areas of poor air quality or areas that are currently in maintenance for either the ozone or PM2.5 national ambient air quality standards. Priority will be given to projects that are located at or service goods movement facilities (e.g. ports, airports, rail yards, terminals, or distribution centers) please provide how the project addresses these types of areas.

North Carolina's Beneficiary Mitigation program promotes projects that reduce mobile NOx emissions. This project will replace two older off-road machines with new, cleaner technology diesel machines. The new equipment will be compliant with EPA Tier IV standards. Wilkes Road is a treatment and processing facility where wood waste from Cumberland County is developed into biofuel for use in as many as five boilers in North Carolina and South Carolina. As many as eight tractor trailer loads are distributed from this facility daily.

3. What is the likelihood that the project will incentivize future indirect NOx and other emission reductions? That is, will this be the beginning or continuation of a transition of the fleet to an alternative fuel or electricity? If so, please provide details.

This project will be a continuation of a transition of the fleet to lower-emissions vehicles. Unfortunately, due to supply chain issues, Cumberland County has been unable to purchase electric vehicles and transition to an all-electric fleet. However, to continue our efforts of working toward lower NOx emission, Cumberland County has proposed the replacement of



2022 North Carolina DERA Program
DERA Program Application

several fleet vehicles. For this proposal, we are requesting funding to continue the efforts of stakeholders of the Air Quality Program. This grant application is for replacing two pieces of equipment in Cumberland County's heavy equipment fleet. The Fayetteville Area Metropolitan Planning Organization is partnering with Sustainable Sandhills on an Air Quality Program to improve and maintain air quality for current and future generations. Serving the Fayetteville metropolitan area for over a decade, the Air Quality Stakeholders strive to improve and maintain the air quality in the Sandhills. The Air Quality Stakeholders are forward-thinking government leaders, business leaders, and concerned citizens with a common mission: to enhance the quality of life in the Sandhills through better air and better health. The proposed project aligns with this mission by taking diesel vehicles out of service and replacing them with cleaner technology, thereby helping to reduce dangerous emissions in the community.



2022 North Carolina DERA Program
DERA Program Application

4. Are there any societal co-benefits of the project? Are there any “sensitive” populations including, but not limited to asthmatics, children, or the elderly that are likely to be directly benefited by the project?

When compared with the state and peer counties, Cumberland County's chronic lower respiratory disease death rate (49.9) was: 9.6% higher than the state (45.1) and 10% higher than the neighboring eastern North Carolina counties (44.9). These neighboring counties are called Health ENC. Health ENC comprises 33 counties in eastern North Carolina. More specifically, Cumberland County has higher rates of respiratory diseases compared to North Carolina, as a whole, and the United States. These diseases include asthma in the Medicare population, age-adjusted death rate due to influenza and pneumonia, COPD in the Medicare population, and age-adjusted hospitalization rate due to asthma.

5. Project Feasibility: Provide a description of how you as the applicant have the necessary technical, managerial, procurement, and financial capability and experience to execute on your proposed project.

The project operations will be managed through our Solid Waste Management staff. The Solid Waste Director will work closely with Solid Waste Garage and Collection staff to coordinate the specifications of the purchase of the motor grader and track loader and to ensure the requirements for the destruction of the old equipment as well as the process to have them removed from service. Procurement and financial operations will be managed through the Cumberland County Finance and Purchasing Department.

6. Use this space for any additional information that you believe will be helpful in evaluating the project. (Optional)

We were funded under the Phase 1 2022 North Carolina VW Settlement Program and were just notified on 11/10/22 that we were awarded funds under Phase 2 of the North Carolina VW Settlement Program. The experience with this funding opportunity has prepared our organization to compete for this funding opportunity. Cumberland County is in compliance with North Carolina's requirements for these programs and continues working to align with North Carolina's Beneficiary



2022 North Carolina DERA Program
DERA Program Application

Mitigation program.

Minority and low-income populations are disproportionately affected by air quality and health challenges related to diesel emissions and other air pollutants.

Cumberland County is a historically underserved county.



2022 North Carolina DERA Program
DERA Program Application

Certification

The undersigned is an official authorized to represent the applicant. The person that submitted this document in the DAQ Grants Management System has the authority to legally bind the applicant or be the designated fiscal agent. The application was electronically signed in the DAQ Grants Management System when submitted by the applicant.

I certify that all proposed activities will be carried out; that all money received will be utilized solely for the purposes for which it is intended; that records documenting the planning process and implementation will be maintained and submitted when requested, and DEQ is hereby granted access to inspect project sites and/or records. It is understood that if this project is selected a contract with DEQ will be executed. I further attest that at least 70% of the equipment's operation will occur in North Carolina for the next 5 years.

Print Name of Authorized Representative	Title
ICO Sheila Blanchard	Environmental Program Consultant
Date	
03/01/2023	



DERA Application Budget Table

Application Number	Object Code Description	Project Total Costs	Requested Funds	Matching Funds	Other Funds	Other Funds Description
1000017746	Cumberland County Solid Waste					
	D001 New equipment/vehicle/engine	\$419,996.00	\$105,000.00	\$314,996.00	\$0.00	0
	D002 Infrastructure costs	\$0.00	\$0.00	\$0.00	\$0.00	0
		\$419,996.00	\$105,000.00	\$314,996.00	\$0.00	

Only complete this sheet for Clean Heavy-Duty Off-Road Vehicle and Equipment Replacement or Repower Projects - updated 11/17/2021

Company Name (same as entered on Adobe application)	Cumberland County Solid Waste
Project Title (same as entered on Adobe application)	Cumberland County: Emissions Reduction Project

GMS Number DAQ Staff Entry

Existing Equipment/Engine Information						
Instructions/Units	Fleet Information	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5
	What is the vehicle's intended use?	Other	Other			
	If selected other please describe	Move earthen debris	Motor grader			
	Class of Equipment by GVWR	Class 8: >33001 lbs	Class 7: 25001-33000 lbs			
	Equipment Manufacturer	CAT	CAT			
	Equipment Model	963D	130GPS			
	Equipment Model Year	2015	1982			
	Equipment Identification Number	LCS02365	74V01959R			
	Engine Make	2236	CAT2236			
	Engine Model	3304	3304			
	Engine Model Year	2014	1982			
	Engine Tier	3	T2 Unregulated			
	Engine Horsepower	150	135			
	Engine Displacement (L)	427.2	427.2			
	Number of Engine Cylinders	4	4			
	Engine Serial Number	C6E57333	Q7205028			
Include idling hours	Annual Hours of Operation	1700	1000			
Include idling hours	Total Hours of Operation	12000	8000			
Forklifts only	Lift Capacity (pounds)					
Must be Diesel	Fuel Type	Diesel	Diesel	Diesel	Diesel	Diesel
(gallons)	Annual Fuel Used	4700	4800			
(years)	Remaining Equipment Life	4	4			
Year in which Equipment would normally be retired/sold by the fleet	Normal Attrition Year	2025	2026			

Replacement/Repower Equipment/Engine Information						
Instructions/Units	Fleet Information	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5
Information not required for repower requests	Class of Equipment by GVWR	Class 8: >33001 lbs	Class 7: 25001-33000 lbs			
	Equipment Make	CAT	Caterpillar			
	Equipment Model	963	Motor Grader			
	Equipment Model Year	2024	2024			
	Engine Make	CAT	CAT			
	Engine Model	963	120			
	Engine Model Year	2024	2024			
	Engine Tier	4	4			
	Engine Horsepower	150	535			
	Engine Displacement (L)	427				
	Number of Engine Cylinders	4	12			
	Engine Serial Number	Unavailable	Unavailable			
Forklifts only	Lift Capacity (pounds)					
	Fuel Type	Diesel	Diesel			
	Unit Replacement/Repower Cost	419,996	314,835.50			
	Funds Requested	\$104,999.00	\$78,708.87			
(gallons)	Annual Diesel Reduced					
	Cost Share Amount Per Unit	\$419,996	\$314,835			



NORTH CAROLINA
Environmental Quality

ROY COOPER
Governor
ELIZABETH S. BISER
Secretary

February 17, 2023

Amy Cannon
Cumberland County Solid Waste
PO Box 2429
Fayetteville, NC 28302
Application Number: 1000016846

Dear Amy Cannon:

I am pleased to inform you that the North Carolina Department of Environmental Quality (NCDEQ) is awarding your proposed project a 2022 Diesel Emission Reduction Act (DERA) Grant in the amount of **\$183,950.00**. We are excited about your project entitled **Cumberland County: Emissions Reduction**.

To maximize NCDEQ funding, we will be using two DERA grant cycles, each with their own schedules for completion. The offroad grader (Unit 1) replacement at \$105,000.00 will be funded out of 2019-2020 DERA funds and must be completed by March 31, 2024. If you cannot complete this project by the final grant closure date of March 31, 2024, you may choose to decline funding for this replacement. In order to complete this replacement on the shortened timeline, NCDEQ will allow replacement activities for the offroad grader replacement to begin once the award has been formally accepted by your organization.

The offroad excavator (Unit 2) replacement will be funded out of the current 2022 DERA cycle, which has a project completion due date of September 30, 2023. However, this project may be eligible for a no cost extension for final completion, if necessary. Work on the offroad excavator replacement cannot begin until we have a fully executed contract in place.

Using the information provided in your application, we have determined the cost share percentage you will be obligated to contribute to your project. Your cost share is determined from the total replacement cost for each vehicle awarded funding (including any requested electrification infrastructure costs) and the amount of voluntary or involuntary matching funds you included on your application for that vehicle. The amount reimbursed after completion of your project will be calculated from the paid invoices included in your claim submittal.

The cost share amount for application number 1000016846 is shown below for the awarded vehicle(s):

Vehicle/ Unit Number	Vehicle/Unit Replacement Awarded	Charging Infrastructure Awarded	Total Vehicle/Unit Project Cost	Applicant Matching Funds	DERA Awarded Amount	Applicant Cost Share Percentage	DERA Program Cost Share Percentage
1	\$105,000.00	\$0.00	\$419,996.00	\$314,996.00	\$104,000.00	75%	25%
2	\$78,950.00	\$0.00	\$315,836.00	\$236,886.00	\$78,950.00	75%	25%



North Carolina Department of Environmental Quality
217 West Jones Street | 1601 Mail Service Center | Raleigh, North Carolina 27699-1601
919.707.8600

Amy Cannon
Cumberland County Solid Waste
February 17, 2023
Page 2

Following this award letter, you will receive an acceptance/decline form through DocuSign that will need to be signed. Please note that it will need to be completed within 15 business days of receipt of this letter. Additionally, the terms of this funding will require a statement that all project activities for the replacement of the offroad grader (Unit 1) will be completed by the grant close date of **March 31, 2024**.

Sheila Blanchard from my staff will contact you with the necessary forms required for the Division of Air Quality (DAQ) to begin the State contract process. **Please do not start any work on unit 2 until there is a fully executed (signed by representatives of both organizations) contract in place.** We cannot reimburse for work performed or items purchased before a contract is in place. Should you have any questions or need further information, you may contact Sheila Blanchard via telephone at 919-707-8423 or email at sheila.blanchard@ncdenr.gov.

Applicants must log into the DAQ Grant Management System to upload required forms for contract processing, submit invoices and documents for reimbursement, and view claim status.

Thank you for your interest in reducing emissions in North Carolina. We look forward to working with you on this worthwhile endeavor and receiving reports on the success of this project.

Sincerely,



Elizabeth S. Biser, Secretary
Department of Environmental Quality

ESB/sjb
cc: Sheila Blanchard



North Carolina Department of Environmental Quality
217 West Jones Street | 1601 Mail Service Center | Raleigh, North Carolina 27699-1601
919.707.8600

DocuSign Envelope ID: 1D9E5467-32A4-44F8-AA8C-0E2F2B7ECD03



NORTH CAROLINA
Environmental Quality

ROY COOPER

Governor

ELIZABETH S. BISER

Secretary

NC DEQ Grant Award Acceptance Form

Amy Cannon
Cumberland County Solid Waste
PO Box 2429
Fayetteville NC 28302
Application Number: 1000016846

I certify that the following statements are true regarding the vehicle/engine/equipment identified in the award letter:

1. The existing vehicle(s), engine(s), or equipment listed in the award letter are fully operational.
1. I have owned and operated the vehicle(s) during the two years prior to upgrade.
2. The existing vehicle(s), engine(s), or equipment have at least three years of remaining life at the time of upgrade.
3. The existing highway vehicle(s) have accumulated at least 7,000 miles/year during the two years prior to upgrade.
4. I agree to make the new equipment/vehicle(s) available for a NC Department of Environmental Quality (NCDEQ) site visit during normal business hours (between 8am and 5pm). NCDEQ recommends notifying the program manager when the equipment/vehicle(s) are delivered and schedule a site visit prior to equipment/vehicle(s) deployment.
5. I agree to complete all grant activities by the close-out date March 31, 2024.

Please check the corresponding box if you accept or decline the award. Within **15 business days of letter receipt**, upload a signed and dated copy this document as an attachment in the DAQ Grants Management System for your application. **If NCDEQ does not receive your acceptance of the award within that time, your award will be forfeited.** This acceptance is non-binding until such time as the contract is fully executed.

☒ Accept

☐ Decline

Signature of Authorized Representative	Date
<small>DocuSigned by:</small> <i>Paschal, Renee</i>	2/17/2023
<small>Print Name:</small> Paschal, Renee <rpaschal@cumberlandcountync.gov>	<small>Title:</small> Interim County Manager



North Carolina Department of Environmental Quality
217 West Jones Street | 1601 Mail Service Center | Raleigh, North Carolina 27699-1601
919.707.8600

Notice of Certain Reporting and Audit Requirements

A recipient or subrecipient shall comply with the all rules and reporting requirements established by statute or administrative rules found in 09 NCAC Subchapter 3M. For convenience, the requirements of 09 NCAC Subchapter 3M.0205 are set forth in this Attachment.

Reporting Thresholds.

There are three reporting thresholds established for recipients and subrecipients receiving State awards of financial assistance. The reporting thresholds are:

- (1) Less than \$25,000 – A recipient or subrecipient that receives, hold, uses, or expends State financial assistance in an amount less than twenty-five thousand dollars (\$25,000) within its fiscal year must comply with the reporting requirements established by this Subchapter including:
 - (A) A certification that State financial assistance received or held was used for the purposes for which it was awarded; and
 - (B) An accounting of all State financial assistance received, held, used, or expended.
- (2) \$25,000 up to \$500,000 -A recipient or subrecipient that receives, holds uses, or expends State financial assistance in an amount of at least twenty-five thousand (\$25,000) but less than five hundred thousand dollars (\$500,000) within its fiscal year must comply with the reporting requirements established by this Subchapter including:
 - (A) A certification that State financial assistance received or held was used for the purposes for which it was awarded; and
 - (B) An accounting of all State financial assistance received, held, used, or expended.
 - (C) A description of activities and accomplishments undertaken by the recipient, including reporting on any performance measures established in the contract.
- (3) Greater than \$500,000 – A recipient or subrecipient that receives, holds, uses, or expends State financial assistance in the amount equal to or greater than five hundred thousand dollars (\$500,000) within its fiscal year must comply with the reporting requirements established by this Subchapter including:
 - (A) A certification that State financial assistance received or held was used for the purposes for which it was awarded; and
 - (B) An accounting of all State financial assistance received, held, used, or expended.
 - (C) A description of activities and accomplishments undertaken by the recipient, including reporting on any performance measures established in the contract.
 - (D) A single or program-specific audit prepared and completed in accordance with Generally Accepted Government Auditing Standards, also known as the Yellow Book.

Other Provisions:

1. All reports shall be filed with the disbursing agency in the format and method specified by the agency no later than three (3) months after the end of the recipient's fiscal year, unless the same information is already required through more frequent reporting. Audits must be provided to the funding agency no later than nine (9) months after the end of the recipient's fiscal year.
2. Unless prohibited by law, the costs of audits made in accordance with the provisions of 09 NCAC 03M .0205 shall be allowable charges to State and Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with cost principles outlined in the Code of Federal Regulations, 2CFR Part 200. The cost of any audit not conducted in accordance with this Subchapter shall not be charged to State awards.
3. Notwithstanding the provisions of 09 NCAC 03M .0205, a recipient may satisfy the reporting requirements of Part (3)(D) of this Rule by submitting a copy of the report required under the federal law with respect to the same funds.
4. Agency-established reporting requirements to meet the standards set forth in this Subchapter shall be specified in each recipient's contract.

GLENN B. ADAMS
Chairman

DR. TONI STEWART
Vice Chairwoman

MICHAEL C. BOOSE
JEANNETTE M. COUNCIL
CHARLES E. EVANS
JIMMY KEEFE
LARRY L. LANCASTER



CUMBERLAND
COUNTY
NORTH CAROLINA

BOARD OF COMMISSIONERS

CANDICE WHITE
Clerk to the Board

Appendix C: State Grant Certification - No Overdue Tax Debts

Date of Certification 01/31/2022

To: Office of State Budget and Management, Director and Chief Fiscal Officer

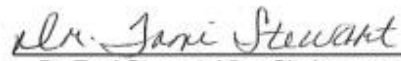
Certification:

We certify that the County of Cumberland does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level.

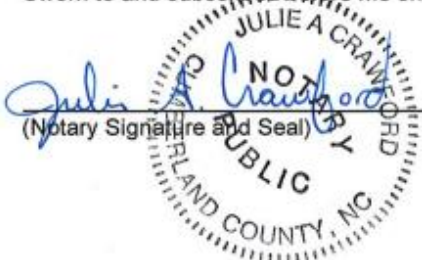
Sworn Statement:

Glenn Adams and Dr. Toni Stewart being duly sworn, say that we are the Board Chair and Vice Chairwoman respectively, of County of Cumberland of Fayetteville in the State of North Carolina; and that the foregoing certification is true, accurate and complete to the best of our knowledge and was made and subscribed by us. We also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.


Glenn Adams, Board Chair


Dr. Toni Stewart, Vice Chairwoman

Sworn to and subscribed before me on the day of the date of said certification.



My Commission Expires: May 9, 2022

Judge E. Maurice Braswell Cumberland County Courthouse
P.O. Box 1829 | Fayetteville, NC 28302-1829 | Phone: 910-678-7771 | Fax: 910-678-7770

cumberlandcountync.gov

Renee Paschal
Interim County Manager

Brian Haney
Assistant County Manager



Sally S. Shutt
Assistant County Manager

Heather Skeens
Assistant County Manager

The information below has been copied and pasted from the Cumberland County Personnel Ordinance, Code of Ethics Section and is provided to grant originators.

(f) Conflict of Interest.

- (1) No employee shall engage in any employment or business which conflicts with the proper discharge of his or her official duties.
- (2) No employee shall have a financial interest, directly or indirectly, in any transaction with any county agency as to which the employee has the power to take or influence official action. No employee shall take or influence official action in any transaction with any county agency that would confer a benefit based on a personal interest where such benefit is not made available to the public at large.
- (3) If an employee has any direct or indirect financial interest in the outcome of any matter coming before the agency or department of which he or she is a member or by which he or she is employed, such employee shall disclose on the record of the agency or department and to his superior or other appropriate authority the existence of such financial interest. An employee having such an interest shall not engage in deliberations concerning the matter, shall disqualify himself from acting on the matter and shall not communicate about such matter with any person who will participate in the action to be taken on such matter. However, the excusal from voting by members of the board of county commissioners shall be governed exclusively by G.S. § 153A-44.
- (4) No employee shall represent or appear on behalf of any individual or entity, either personally or through an associate or partner, against the interests of the county or any of its agencies in any action or proceeding in which the county or any of its agencies is a party, unless the action or proceeding is sufficiently remote from his official duties, so that no actual conflict of interest exists.
- (5) Nothing herein shall be interpreted or construed to prohibit any employee from exercising his or her legal rights as to his or her own personal interests in processing a claim against, making a request to the county or any of its agencies or in defending a claim made against him or her by the county or any of its agencies, or to prohibit an employee from testifying as a witness in any administrative or judicial proceeding.
- (6) No employee may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, or any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The employees may neither solicit or accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. (Reference § 2 CFR200.318(c)(I)).

Courthouse, 5th Floor | Suite 512 | P.O. Box 1829
Fayetteville, North Carolina 28302-1829 | Phone: 910-678-7723 / 910-678-7726 | Fax: 910-678-7717

cumberlandcountync.gov

Renee Paschal
Interim County Manager

Brian Haney
Assistant County Manager



Sally S. Shutt
Assistant County Manager

Heather Skeens
Assistant County Manager

(g) Confidential Information.

- (1) No employee shall, without legal authority, disclose confidential information gained as a result of his or her employment or position with the county.
- (2) No employee shall use confidential information gained as a result of his or her employment or position with the county to advance his or her own financial or personal interest or the financial or personal interests of any other person.
- (3) Nothing in this subsection shall be construed as prohibiting the disclosure of information required by law to be disclosed.

(h) Gifts, Gratuities, and Favors. No employee shall knowingly solicit or accept a gift, whether in the form of money, things, favor, loan or promise, or gratuity, from any person or entity which, to the employee's knowledge, is interested directly or indirectly, in any manner whatsoever, in a transaction with the county or any of its departments or agencies as to which the employee has the power to take or influence official action. This section is not intended to prevent the gift and/or receipt of the following:

- (1) Honorariums in an amount not to exceed \$25.00 or expenses to include meals, travel and lodging for participating in meetings, seminars, conferences, grand openings, or anniversary celebrations of businesses, or other similar activities where the official or employee is either a speaker, participant or invited in his or her official capacity;
- (2) Nominal advertising items or souvenirs of \$25.00 or less in value, or meals furnished at banquets;
- (3) Customary gifts or favors received by any employee from friends, relatives or other employees where it is clear that it is the relationship of the donor which is the motivating factor for the gift or favor;
- (4) Gifts, favors, discounts, and gratuities offered by commercial enterprises to members of the general public; and
- (5) Political contributions by elected county officials.

(i) False Statements Prohibited

- (1) No employee shall willfully make any false statement, or in any manner commit any fraud, conceal any wrongdoing or fail to answer fully and truthfully questions about wrongdoing connected with the business of the county or connected with the work-related conduct of any county employee.

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Assistant County Manager



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Assistant County Manager

Heather Skeens
Assistant County Manager

(2) No employee shall willfully make any false statement, certificate, mark, report or rating with the intent to obtain public funds or other public benefit for himself or herself or anyone else to which the employee or such other person is not by law entitled or otherwise authorized.

(3) No person seeking appointment to, or promotion in, the service of the county, shall either directly or indirectly give, render or pay any money, service or other valuable thing to any person for, on account of or in connection with his or her test, appointment, proposed appointment, promotion or proposed promotion; provided, however, that this provision shall not apply to payments made to duly licensed employment agencies or educational institution.

(j) Nepotism Prohibited. No relative of a of a county employee, by blood or marriage, may be employed in any position with the county in which the employee may be able to supervise directly or control or influence the work or employment status of the relative or the affairs of the organizational unit in which the relative is employed. Relative for the purposes of this section shall mean wife, husband, mother, father, brother, sister, daughter, son, grandmother and grandfather, grandson and granddaughter, aunts and uncles. Included are the step, half, in-law, in loco parentis relationships and persons living within the same household.

(k) Outside Employment. Except for county elected officials or appointees, no employee shall engage in outside employment without prior approval of the employee's department head. Approval will be granted except where the employment has a probability of creating a conflict with the performance of the county's business or creating a division of loyalty, or where the performance of the outside duties would most likely impair the employee's ability to perform his or her county duties.

(l) Political Activity.

(1) Generally. Every employee of the county has a civic responsibility to support good government by every available means and in every appropriate manner except where in conflict with the law. County employees may join or affiliate with civic organizations of a political nature, may attend political meetings, may serve as officers of civic or political organizations, and may advocate and support principles or policies of civic or political organizations in accordance with the Constitution and laws of the United States and North Carolina.

(2) Prohibitions. No employee of the county shall:

- (a) Engage in any political activity while on duty, unless serving as an elected county official;
- (b) Place any pressure, direct or indirect, on any employee to support any candidate or party, contribute to, solicit for, or act as custodian of funds for political purposes;
- (c) Offer any county position, promotion, job related benefit, remuneration or other advantage to any person as a reward for political activity or support;

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Office of the County Manager

(d) Take adverse action against any employee based on that employee's engaging in or refusing to engage in permitted political activity; or

(e) Permit or require any county employee to engage in political activity while the employee is on duty.

(3) Candidates running for public office; etc. Engaging in political activity while on duty shall not include the casual greeting or encounter by employees with persons running for public office. Candidates for public office visiting public offices shall be received and treated with respect. For the purpose of this section, employees who are on authorized breaks or on lunch periods shall not be deemed to be on county time.

(m) Violations. Any violation of this section shall be deemed improper conduct and may subject an employee to disciplinary action, dismissal, or removal, as appropriate. Additionally, a violation of subsection (e), use of county resources, or subsection (i), false statements prohibited, is declared a misdemeanor and may be punished as provided by law. The board of county commissioners, upon notice and hearing, may declare void and rescind any contract, grant, subsidy, license, right, permit, franchise, use, authority, privilege, benefit certificate, ruling, decision, performance of any service, or transfer or delivery of anything which the board determines was awarded, granted, paid, furnished, or otherwise performed in violation of this article.

RENEE PASCHAL

Name

4/6/23

Date

A handwritten signature in blue ink that reads "Renee Paschal" is written over a horizontal line.

Signature

DocuSign Envelope ID: A6399604-EC0A-4DA7-9F01-223FBA6172F2



United States
ENVIRONMENTAL PROTECTION AGENCY
Washington, DC 20460

OMB Control No. 2030-0020
Approval expires 06/30/2024

This collection of information is approved by OMB under the Paperwork Reduction Act, 44 U.S.C. 3501 et seq. (OMB Control No. 2030-0020). Responses to this collection of information are required to obtain an assistance agreement (40 CFR Part 30, 40 CFR Part 31, and 40 CFR Part 33 for awards made prior to December 26, 2014, and 2 CFR 200, 2 CFR 1500, and 40 CFR Part 33 for awards made after December 26, 2014). An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. The public reporting and recordkeeping burden for this collection of information is estimated to be 0.25 hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates and any suggested methods for minimizing respondent burden to the Regulatory Support Division Director, U.S. Environmental Protection Agency (2821T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

EPA Project Control Number

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

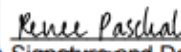
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Renee Paschal Interim County Manager

Typed Name & Title of Authorized Representative

DocuSigned by:

2/17/2023



Signature and Date of Authorized Representative

EPA Form 6600-06 (Rev. 06/2014) Previous editions are obsolete.



EPA Project Control Number

United States Environmental Protection Agency
Washington, DC 20460

Certification Regarding Debarment, Suspension, and Other Responsibility Matters

The prospective participant certifies to the best of its knowledge and belief that it and the principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated or cause or default.

I understand that a false statement on this certification may be ground for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

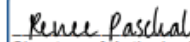
Renee Paschal

Interim County Manager

Type d Name & Title of Authorized Representative

DocuSigned by:

2/17/2023



Signature of Authorized Representative Date



I am unable to certify to the above statements. My explanation is attached.

EPA Form 5700-49 (11-88)

DocuSign Envelope ID: A6399604-EC0A-4DA7-9F01-223FBA6172F2

Drug Free Workplace Certification

Drug-Free Workplace Certification for all EPA recipients:

The recipient organization of this EPA assistance agreement must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 40 CFR 36.200 - 36.230. Additionally, in accordance with these regulations, the recipient organization must identify all known workplaces under its federal awards, and keep this information on file during the performance of the award.

Those recipients who are individuals must comply with the drug-free provisions set forth in Title 40 CFR 36.300.

The consequences for violating this condition are detailed under Title 40 CFR 36.510. Recipients can access the Code of Federal Regulations (CFR) Title 40 Part 36 at <https://www.govinfo.gov/content/pkg/CFR-2009-title40-voll/pdf/CFR-2009-title40-voll-part36.pdf>.

I acknowledge that I have read and agree with good faith effort to maintain a drug-free work environment.

Renee Paschal

Name of Authorized Representative

2/17/2023

Date

DocuSigned by:

Renee Paschal

Signature of Authorized Representative

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SOLID WASTE MANAGEMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF APRIL 17, 2023

TO: BOARD OF COUNTY COMMISSIONERS

FROM: AMANDA LEE BADER, P.E. SOLID WASTE DIRECTOR AND GENERAL MANAGER FOR NATURAL RESOURCES

DATE: 4/18/2023

SUBJECT: DIESEL EMISSIONS REDUCTION GRANT FOR CUMBERLAND COUNTY SOLID WASTE MOTOR GRADER

BACKGROUND

The North Carolina Department of Environmental Quality, Division of Air Quality, administers the Mobile Sources Emissions Reduction Program on behalf of the U.S. Environmental Protection Agency (EPA). Cumberland County Solid Waste submitted a grant application entitled Solid Waste Fleet Improvements for the replacement of a Motor Grader. CCSWM was awarded a grant in the amount of \$78,950, with matching funds of \$236,886. Per the grant requirements, this engine must be destroyed. A three-inch hole must be drilled in the engine and the chassis must be cut in half. The motor grader to be replaced is a 1982 model. Funding for the project will be recommended in the FY24 Budget. The agreement has been reviewed for legal sufficiency.

RECOMMENDATION / PROPOSED ACTION

At the April 11, 2023, Agenda Session meeting, the Board of Commissioners approved placing the proposed action below as a Consent Item on the April 17, 2023, Board of Commissioners' meeting.

1. Approve the contract with NCDEQ.
2. Allow the Chairwoman to execute the contract on behalf of the County.
3. Surplus the Motor Grader scheduled for replacement.

ATTACHMENTS:

Description

Contract No. 66465DERA

Type

Backup Material

STATE OF NORTH CAROLINA
COUNTY OF WAKE

SUBAPPLICANT'S FEDERAL
IDENTIFICATION
NUMBER: **_*** 0291

North Carolina Department of Environmental Quality Financial Assistance Agreement

This financial assistance agreement is hereby made and entered into by and between the **NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY** (the "Department") and the **CUMBERLAND COUNTY SOLID WASTE** (the "Subapplicant"¹). The assistance provided to the Subapplicant hereunder is a second-tier subaward of funding made available to the Department under the following Federal grant:

Federal Agency: United States Environmental Protection Agency
CFDA No.: 66.040 - State Clean Diesel Grant Program (B)
FAIN No.: 00D95219

1. **Audit and Other Reporting Requirements of the Local Government Commission.** If subject to the audit and other reporting requirements of the Local Government Commission pursuant to Article 3 of Chapter 159 of the North Carolina General Statutes ([Article 3 - The Local Government Budget and Fiscal Control Act](#)), the Subapplicant understands and agrees that the terms, conditions, restrictions and requirements hereinafter set forth shall only apply to the extent not inconsistent with, or superseded by, the audit and other reporting requirements of the Local Government Commission.
2. **Contract Documents.** The agreement between the parties consists of this document (the "Contract Cover") and its attachments, which are identified by name as follows:
 - a. Federal Grant Award, including all terms and conditions associated therewith ("Federal Grant Award") (Attachment A)
 - b. State's General Terms and Conditions (Attachment B)
 - c. Department's Request for Proposal ("RFP") (Attachment C)
 - d. Subapplicant's Response to RFP, including scope of work, line-item budget, budget narrative and, *if applicable*, indirect cost documentation (hereinafter referred to generally as the "Award Proposal") (Attachment D)
 - e. Notice of Certain Reporting and Audit Requirements (Attachment E)
 - f. Certification of No Overdue Tax Debts (Attachment F)
 - g. Certification Regarding Conflict of Interest (Attachment G)
 - h. Certification Regarding Lobbying (Attachment H)
 - i. Certification Regarding Debarment (Attachment I)
 - j. Certification Regarding Drug-Free Workplace (Attachment J)

Together, these documents (the "Contract Documents") constitute the entire agreement between the parties (the "Agreement"), superseding all prior oral or written statements or agreements. Modifications to this Contract Cover or to any other Contract Document may only be made through written amendments processed by the Department's Financial Services Division. Any such written amendment must be duly executed by an authorized representative of each party.

¹ The contract documents attached hereto may at times use alternative terms to describe the Subapplicant. Such terms might include, but are not necessarily limited to, the following (in common or proper form): "recipient," "applicant," or "participant."

- 3. Precedence Among Contract Documents.** In the event of a conflict or inconsistency between or among the Contract Documents, the document with the highest relative precedence shall prevail. This Contract Cover shall have the highest precedence. The order of precedence thereafter shall be determined by the order of documents listed in § 2 above, with the first-listed document having the second-highest precedence and the last-listed document having the lowest precedence. If there are multiple contract amendments, the most recent amendment has the highest precedence and the oldest amendment has the lowest precedence.
- 4. Contract Period.** This Agreement shall be effective from **March 31, 2023, to September 30, 2023**, inclusive of those dates (*contract is fully executed after the date of the last signature*).
- 5. Subapplicant's Duties.** As a condition of the grant award, the Subapplicant agrees to:
- a. Undertake and deliver the grant award project, plan or services as described in the Award Proposal (Attachment D), adhering to all budgetary provisions set out therein throughout the course of performance.
 - b. Ensure that all award funds are expended in a manner consistent with the underlying purposes of the Federal Grant Award.
 - c. Comply with all terms, conditions, restrictions and requirements applicable to subapplicants under the Federal Grant Award.
 - d. Comply with the requirements of [09 NCAC 03M .0101](#), *et seq.* (Uniform Administration of State Awards of Financial Assistance), including, but not limited to, those provisions relating to audit oversight, access to records, and availability of audit work papers in the possession of any auditor of any recipient of State funding.
 - e. Comply with the applicable provisions of Notice of Certain Reporting and Audit Requirements (Attachment E).
 - f. Maintain all records related to this Agreement (i) for a period of six (6) years following the date on which this Agreement expires or terminates, (ii) for the period of time required by the Federal Grant Award, or (iii) until all audit exceptions have been resolved, whichever is longest.
 - g. Comply with all laws, ordinances, codes, rules, regulations, and licensing requirements applicable to its performance hereunder and/or the conduct of its business generally, including those of Federal, State, and local agencies having jurisdiction and/or authority.
 - h. Obtain written approval from the Department's Contract Administrator (see § 14 below) prior to making any subaward or subgrant not already described in the Award Proposal.
 - i. Ensure that the terms, conditions, restrictions and requirements of this Contract Cover, including those incorporated by reference to applicable law, the Federal Grant Award and/or any other Contract Document, are made applicable to, and binding upon, any lower-tier subapplicant who receives as a subaward or subgrant any portion of the award funds made available to the Subapplicant hereunder.

- j. Take reasonable measures to ensure that any lower-tier subapplicant (i) complies with the terms, conditions, restrictions and requirements set forth in this Contract Cover, including those incorporated by reference to applicable law, the Federal Grant Award and/or any other Contract Document, and (ii) provides such information in its possession as may be necessary for the Subapplicant to comply with such terms, conditions, restrictions and requirements.

6. **Historically Underutilized Businesses.** Historically Underutilized Businesses (HUBs) consist of minority, women and disabled business firms that are at least fifty-one percent owned and operated by an individual(s) of the categories. Also included in this category are disabled business enterprises and non-profit work centers for the blind and severely disabled.

Pursuant to [G.S. 143B-1361 \(a\)](#), [G.S. 143-48](#) and [G.S. 143-128.4](#), the Department invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. This includes utilizing subcontractors to perform the required functions in this contract. Any questions concerning NC HUB certification, contact the [North Carolina Office of Historically Underutilized Businesses](#) at (919) 807-2330.

7. **Department's Duties.** The Department shall pay the Subapplicant in the manner and amounts specified below and in accordance with the approved budget set forth in the Award Proposal.
8. **Total Award Amount.** The total amount of award funds paid by the Department to the Subapplicant under this Agreement shall not exceed **SEVENTY-EIGHT THOUSAND NINE HUNDRED FIFTY DOLLARS (\$78,950.00)** (the "Total Award Amount"). This amount consists of:

Funding:

Type of Funds	Funding Source	CFDA No.
Federal Grant	United States Environmental Protection Agency	66.040

Accounting Code Information:

Dollars	GL Company	GL Account	GL Center
\$33,080.05	1602	536989	2350-3532
\$45,869.95	1601	536989	1770777222021

Subapplicant Matching Information:

- ☐ a. There are no matching requirements from the Subapplicant.
- ☐ b. There are no matching requirements from the Subapplicant; however, the Subapplicant has committed the following match to this project:

	In-Kind	\$
	Cash	\$
	Cash and In-Kind	\$
	Other / Specify:	\$

- ☒ c. The Subapplicant's matching requirement is \$, which shall consist of:

	In-Kind	\$
	Cash	\$
	Cash and In-Kind	\$236,886.00
	Other / Specify:	\$

- [] d. The Subapplicant is committing to an additional \$0 to complete the project or services described in the Award Proposal.

Based on the figures above, the total contract amount is **\$315,836.00**. The Subapplicant represents that any contributions of its own shall be sourced from non-Federal funds.

- 9. Invoice and Payment.** The award funds shall be disbursed to the Subapplicant in accordance with the following provisions:
- a. The Subapplicant shall submit invoices to the Department's Contract Administrator at least quarterly. The final invoice must be received by the Department within forty-five (45) days following the date on which termination or expiration of this Agreement becomes effective. Amended or corrected invoices must be received by the Department's Financial Services Division within six (6) months of such date. Any invoice received thereafter shall be returned without action.
- 10. Subapplicant's Fiscal Year.** The Subapplicant represents that its fiscal year is from July 1 to June 30.
- 11. Availability of Funds.** The Subapplicant understands and agrees that payment of the sums specified herein shall be subject to, and contingent upon, the allocation and appropriation of funds to the Department for the purposes described in this Agreement.
- 12. Reversion of Unexpended Funds.** The Subapplicant understands and agrees that any unexpended grant funds shall revert to the Department upon the termination of this Agreement.
- 13. Supplantation of Expenditure of Public Funds.** The Subapplicant understands and agrees that funds received pursuant to this Agreement shall be used only to supplement, not to supplant, the total amount of Federal, State and local public funding that the Subapplicant would otherwise expend to carry out the project or services described in the Award Proposal.
- 14. Contract Administrators.** Each party shall submit notices, questions and correspondence related to this Agreement to the other party's Contract Administrator. The contact information for each party's Contract Administrator is set out below. Either party may change its Contract Administrator and/or the associated contact information by giving timely written notice to the other party.

Subapplicant Contract Administrator	Department's Contract Administrator
Clarence Grier Cumberland County Solid Waste 1225 Ramsey Street Fayetteville NC 28301 Telephone: (910) 323-1540 Email: cgrier@cumberlandcountync.gov	Sheila Blanchard North Carolina Department of Environmental Quality 1641 Mail Service Center Raleigh, NC 27699 Telephone: 919-707-8423 Email: sheila.blanchard@ncdenr.gov

- 15. Assignment.** The Subapplicant may not assign its obligations or its rights to receive payment hereunder.
- 16. Procurement.** The Subapplicant understands and agrees that all procurement activities undertaken in connection with this Agreement shall be subject to the following provisions:
- a. None of the work or services to be performed under this Agreement involving the specialized skill or expertise of the Subapplicant shall be contracted without prior written approval from the Department.

- b. In the event the Subapplicant or any subrecipient of the Subapplicant contracts for any of the work to be performed hereunder, the Subapplicant shall not be relieved of any duties or responsibilities herein set forth.
- c. The Subapplicant shall not contract with any vendor who is restricted from contracting with the State of North Carolina pursuant to N.C. [G.S. 143-133.3](#), [G.S. 143-59.1](#), [G.S. 143-59.2](#) or [G.S. 147-86.60](#).

17. Subawards. The Subapplicant understands and agrees that any subaward or subgrant of any portion of the financial assistance provided hereunder shall not relieve the Subapplicant of any duties or responsibilities herein set forth.

18. Title VI and Other Nondiscrimination Requirements. Throughout the course of its performance hereunder, the Subapplicant shall comply with all applicable State and Federal laws, regulations, executive orders and policies relating to nondiscrimination, including, but not limited to:

Title VI of the Civil Rights Act of 1964, as amended;

Civil Rights Restoration Act of 1987, as amended;

Section 504 of the Rehabilitation Act of 1973, as amended;

Age Discrimination Act of 1975, as amended;

Titles II and III of the Americans with Disabilities Act of 1990, as amended;

Title IX of the Education Amendments of 1972, as amended;

Part III of Executive Order No. 11246 (September 24, 1965), as amended; and

Section 13 of the Federal Water Pollution Control Act Amendments of 1972.

In accordance with the above laws and their implementing regulations, the Subapplicant agrees to ensure that no person in the United States is, on the basis of race, color, national origin, sex, age or disability, excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity for which the Subapplicant receives Federal assistance. For purposes of this provision, "program or activity" shall have the meaning ascribed to that term under Federal law (see 42 U.S.C.S. § 2000d-4a).

The Subapplicant understands and acknowledges that, in addition to itself, any lower-tier recipient of the financial assistance provided hereunder must also comply with the requirements of this section. Accordingly, the Subapplicant agrees to include a similar provision in any financial assistance agreement made with any lower-tier recipient of such assistance.

19. E-Verify. To the extent applicable, the Subapplicant represents that it and each of its lower-tier subapplicants, contractors and/or subcontractors performing work pursuant to, or in association with, this Agreement are in compliance with Article 2 of Chapter 64 of the North Carolina General Statutes ([Article 2 - Verification of Work Authorization](#)), including, in particular, the requirement that certain employers verify the work authorization of newly hired employees using the Federal E-Verify system.

20. **Termination by Mutual Consent.** This Agreement may be terminated by mutual consent of the parties, provided the consent is documented in writing and duly executed by an authorized representative of each party.
21. **Survival.** Any provision contained in this or any other Contract Document that contemplates performance or observance subsequent to the termination or expiration of this Agreement shall survive the termination or expiration hereof and continue in full force and effect.
22. **Signature Warranty.** The undersigned represent and warrant that they are authorized to bind their principals to the terms and conditions of this Contract Cover and the Agreement generally, including those incorporated by reference to applicable law.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by the duly authorized representative in duplicate originals, one of which is retained by each of the Parties.

CUMBERLAND COUNTY SOLID WASTE

**NORTH CAROLINA DEPARTMENT OF
ENVIRONMENTAL QUALITY**

By _____
Subapplicant's Signature

By _____
Signature of Department Head or Authorized Agent

Printed Name and Title

Tommy Kirby, Purchasing Director
Printed Name and Title


Organization

Financial Services Division, Purchasing and Contracts
Division/Section

Date Signed

Date Signed

ORIGINAL

	U.S. ENVIRONMENTAL PROTECTION AGENCY Assistance Amendment		GRANT NUMBER (FAIN): 02D10221 MODIFICATION NUMBER: 1 PROGRAM CODE: DS	DATE OF AWARD 11/09/2022	
			TYPE OF ACTION Augmentation: Increase		MAILING DATE 11/15/2022
			PAYMENT METHOD: ASAP		ACH# 40192
RECIPIENT TYPE: State			Send Payment Request to: Contact EPA RTPFC at: rtpfc-grants@epa.gov		
RECIPIENT: North Carolina DEQ 217 W. Jones Street Raleigh, NC 27603 EIN: 56-6000372			PAYEE: North Carolina Department of Environmental Quality 217 W. Jones Street Raleigh, NC 27603		
PROJECT MANAGER Sheila Blanchard 1641 Mail Service Center Raleigh, NC 27699-1641 Email: sheila.blanchard@ncdenr.gov Phone: 919-707-8423		EPA PROJECT OFFICER Katherine Evans 61 Forsyth St., S.W. Atlanta, GA 30303 Email: evans.katherine@epa.gov Phone: 404-562-8965		EPA GRANT SPECIALIST Laura Fowler Grants and Audit Management Section 61 Forsyth St., S.W. Atlanta, GA 30303-8960 Email: fowler.laura@epa.gov Phone: 404-562-8427	
PROJECT TITLE AND EXPLANATION OF CHANGES Diesel Emissions Reduction Act State Grants See Attachment 1 for project description.					
BUDGET PERIOD 10/01/2021 - 09/30/2023	PROJECT PERIOD 10/01/2021 - 09/30/2023	TOTAL BUDGET PERIOD COST \$1,835,706.00	TOTAL PROJECT PERIOD COST \$1,835,706.00		
<p align="center">NOTICE OF AWARD</p> <p>Based on your Application dated 06/17/2022 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$565,679.00. EPA agrees to cost-share 60.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$1,101,424.00. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.</p>					
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)		AWARD APPROVAL OFFICE			
ORGANIZATION / ADDRESS U.S. EPA, Region 4 61 Forsyth Street Atlanta, GA 30303-8960		ORGANIZATION / ADDRESS U.S. EPA, Region 4, Air and Radiation OAR - Office of Air and Radiation 61 Forsyth Street Atlanta, GA 30303-8960			
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY					
Digital signature applied by EPA Award Official Shantel Shelmon - Grants Management Officer				DATE 11/09/2022	

EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$535,745	\$565,679	\$1,101,424
EPA In-Kind Amount	\$0	\$0	\$0
Unexpended Prior Year Balance	\$0	\$0	\$0
Other Federal Funds	\$0	\$0	\$0
Recipient Contribution	\$0	\$0	\$0
State Contribution	\$357,163	\$377,119	\$734,282
Local Contribution	\$0	\$0	\$0
Other Contribution	\$0	\$0	\$0
Allowable Project Cost	\$892,908	\$942,798	\$1,835,706

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.040 - Diesel Emissions Reduction Act (DERA) State Grants	Diesel Emission Reduction Act of 2010, codified at 42 U.S.C. 16133	2 CFR 200, 2 CFR 1500 and 40 CFR 33

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
-	2204VW2138	22	E4	04V6	000AH4	4123	-	-	\$565,679
									\$565,679

Budget Summary Page

Table A - Object Class Category (Non-Construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$31,648
2. Fringe Benefits	\$13,119
3. Travel	\$4,000
4. Equipment	\$0
5. Supplies	\$500
6. Contractual	\$7,301
7. Construction	\$0
8. Other	\$1,775,585
9. Total Direct Charges	\$1,832,153
10. Indirect Costs: 10.70 % Base Total Direct Salaries & Wages	\$3,553
11. Total (Share: Recipient <u>40.00</u> % Federal <u>60.00</u> %)	\$1,835,706
12. Total Approved Assistance Amount	\$1,101,424
13. Program Income	\$0
14. Total EPA Amount Awarded This Action	\$565,679
15. Total EPA Amount Awarded To Date	\$1,101,424

Attachment 1 - Project Description

This action provides funds in the amount of \$565,679 to the North Carolina Department of Environmental Quality (NCDEQ) to support their continue efforts to reduce diesel emissions and exposure throughout the State by supporting efforts to retrofit or replace heavy duty vehicles or equipment, including heavy duty highway vehicles such as buses and trucks, nonroad equipment, and possibly idle reduction solutions which will reduce emissions of diesel particulate matter and other pollutants such as nitrogen oxides, carbon monoxide and air toxics. Specifically, North Carolina Department of Air Quality will seek requests for proposals from designated priority counties including Cabarrus, Gaston, Iredell, Lincoln, Mecklenburg, Rowan and Union and select projects that reduce diesel emissions in these counties and beyond to help ensure continued maintenance of both the ozone and particulate matter standards in the State. This project will help achieve North Carolina's goal of reducing the emissions of pollutants that contribute to the air quality problems in the State. The specific outcomes of this project will be reduced emissions of toxic air emissions of diesel exhaust pollutants that contribute to air quality problems in the State and helping to ensure that more Americans are living and working in areas that meet high air quality standards, while also meeting EPA or CARB verification or certification requirements. Direct beneficiaries of this program include the public health of all residents of North Carolina. No subawards are included in this assistance agreement. The budget and project end dates are being extending from September 30, 2022 to September 30, 2023 to support these efforts.

Administrative Conditions

The Following Administrative Terms and Conditions Are Revised

General Terms and Conditions

The recipient agrees to comply with the current EPA general terms and conditions available at: <https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2022-or-later>. These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at: <https://www.epa.gov/grants/grant-terms-and-conditions#general>.

A. Correspondence Condition

The terms and conditions of this agreement require the submittal of reports, specific requests for approval, or notifications to EPA. Unless otherwise noted, all such correspondence should be sent to the following email addresses:

Federal Financial Reports (SF-425): rtpfc-grants@epa.gov

MBE/WBE reports (EPA Form 5700-52A): R4epagrantsmbewbereporting@epa.gov and optional to fowler.laura@epa.gov

All other forms/certifications/assurances, Indirect Cost Rate Agreements, Requests for Extensions of the Budget and Project Period, Amendment Requests, Requests for other Prior Approvals, updates to recipient information (including email addresses, changes in contact information or changes in authorized representatives) and other notifications:

Laura Fowler/Grants Management Specialist at Fowler.laura@epa.gov or 404-562-8427 and Katherine Evans/Project Officer at evans.katherine@epa.gov or 562-8965

Payment requests (if applicable): Katherine Evans/Project Officer at evans.katherine@epa.gov or 562-8965

Quality Assurance documents, workplan revisions, equipment lists, programmatic reports and deliverables: Katherine Evans/Project Officer at evans.katherine@epa.gov or 562-8965

Programmatic Conditions

All Programmatic Conditions Remain the Same

**General Terms and Conditions
Governmental Entities**

DEFINITIONS

Unless indicated otherwise from the context, the following terms shall have the following meanings in this Contract. All definitions are from 9 NCAC 3M.0102 unless otherwise noted. If the rule or statute that is the source of the definition is changed by the adopting authority, the change shall be incorporated herein.

- (1) "Agency" (as used in the context of the definitions below) means and includes every public office, public officer or official (State or local, elected or appointed), institution, board, commission, bureau, council, department, authority or other unit of government of the State or of any county, unit, special district or other political sub-agency of government. For other purposes in this Contract, "Agency" means the entity identified as one of the parties hereto.
- (2) "Audit" means an examination of records or financial accounts to verify their accuracy.
- (3) "Certification of Compliance" means a report provided by the Agency to the Office of the State Auditor that states that the Grantee has met the reporting requirements established by this Subchapter and included a statement of certification by the Agency and copies of the submitted grantee reporting package.
- (4) "Compliance Supplement" refers to the North Carolina State Compliance Supplement, maintained by the State and Local Government Finance Agency within the North Carolina Department of State Treasurer that has been developed in cooperation with agencies to assist the local auditor in identifying program compliance requirements and audit procedures for testing those requirements.
- (5) "Contract" means a legal instrument that is used to reflect a relationship between the agency, grantee, and sub-grantee.
- (6) "Fiscal Year" means the annual operating year of the non-State entity.
- (7) "Financial Assistance" means assistance that non-State entities receive or administer in the form of grants, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other assistance. Financial assistance does not include amounts received as reimbursement for services rendered to individuals for Medicare and Medicaid patient services.
- (8) "Financial Statement" means a report providing financial statistics relative to a given part of an organization's operations or status.
- (9) "Grant" means financial assistance provided by an agency, grantee, or sub-grantee to carry out activities whereby the grantor anticipates no programmatic involvement with the grantee or sub-grantee during the performance of the grant.
- (10) "Grantee" has the meaning in NCGS 143C-6-23(a)(2): a non-State entity that receives a grant of State funds from a State agency, department, or institution but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission. For other purposes in this Contract, "Grantee" shall mean the entity identified as one of the parties hereto. For purposes of this contract, Grantee also includes other State agencies such as universities.
- (11) "Grantor" means an entity that provides resources, generally financial, to another entity in order to achieve a specified goal or objective.
- (12) "Non-State Entity" has the meaning in NCGS 143C-1-1(d)(18): A firm, corporation, partnership, association, county, unit of local government, public authority, or any other person, organization, group, or governmental entity that is not a State agency, department, or institution.
- (13) "Public Authority" has the meaning in NCGS 159-7(10): A municipal corporation that is not a unit of local government or a local governmental authority, board, commission, council, or agency that (i) is not a municipal corporation, (ii) is not subject of the State Budget Act, and (iii) operates on an area, regional, or multiunit basis, and the budgeting and accounting systems of which are not fully a part of the budgeting and accounting systems of a unit of local government.
- (14) "Single Audit" means an audit that includes an examination of an organization's financial statements, internal controls, and compliance with the requirements of Federal or State awards.
- (15) "Special Appropriation" means a legislative act authorizing the expenditure of a designated amount of public funds for a specific purpose.
- (16) "State Funds" means any funds appropriated by the North Carolina General Assembly or collected by the State of North Carolina. State funds include federal financial assistance received by the State and transferred or disbursed to non-State entities. Both Federal and State funds maintain their identity as they are sub-granted to other organizations. Pursuant to NCGS 143C-6-23(a)(1), the terms "State grant funds" and "State grants" do not include any payment made by the Medicaid program, the Teachers' and State Employees' Comprehensive Major Medical Plan, or other similar medical programs.
- (17) "Sub-grantee" has the meaning in NCGS 143C-6-23(a)(4): a non-State entity that receives a grant of State funds from a grantee or from another sub-grantee but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission.

- (18) "Unit of Local Government has the meaning in NCGS 159-7(b)(15): A municipal corporation that has the power to levy taxes, including a consolidated city-county as defined by NCGS 160B-2(1), and all boards, agencies, commissions, authorities, and institutions thereof that are not municipal corporations.

Relationships of the Parties

Independent Contractor: The Grantee is and shall be deemed to be an independent contractor in the performance of this Contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Grantee represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with, the Agency.

Subcontracting: To subcontract work to be performed under this contract which involves the specialized skill or expertise of the Grantee or his employees, the Grantee first obtains prior approval of the Agency Contract Administrator. In the event the Grantee subcontracts for any or all of the services or activities covered by this contract: (a) the Grantee is not relieved of any of the duties and responsibilities provided in this contract; (b) the subcontractor agrees to abide by the standards contained herein or to provide such information as to allow the Grantee to comply with these standards, and; (c) the subcontractor agrees to allow state and federal authorized representatives access to any records pertinent to its role as a subcontractor.

Sub-grantees: The Grantee has the responsibility to ensure that all sub-grantees, if any, provide all information necessary to permit the Grantee to comply with the standards set forth in this Contract.

Assignment: The Grantee may not assign the Grantee's obligations or the Grantee's right to receive payment hereunder. However, upon Grantee's written request approved by the issuing purchasing authority, the Agency may:

- (a) Forward the Grantee's payment check(s) directly to any person or entity designated by the Grantee, or
- (b) Include any person or entity designated by Grantee as a joint payee on the Grantee's payment check(s).

Such approval and action does not obligate the State to anyone other than the Grantee and the Grantee remains responsible for fulfillment of all contract obligations.

Beneficiaries: Except as herein specifically provided otherwise, this Contract inures to the benefit of and is binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, are strictly reserved to the Agency and the named Grantee. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Agency and Grantee that any

third person receiving services or benefits under this Contract is an incidental beneficiary only.

Indemnity

Indemnification: In the event of a claim against either party by a third party arising out of this contract, the party whose actions gave rise to the claim is responsible for the defense of the claim and any resulting liability, provided that a party may not waive the other party's sovereign immunity or similar defenses. The parties agree to consult with each other over the appropriate handling of a claim and, in the event they cannot agree, to consult with the Office of the Attorney General.

Insurance: During the term of the contract, the Grantee at its sole cost and expense provides commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the Grantee provides and maintains the following coverage and limits:

- (a) **Worker's Compensation:** The Grantee provides and maintains Worker's Compensation insurance as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00, covering all of Grantee's employees who are engaged in any work under this contract. If any work is sublet, the Grantee requires the subgrantee to provide the same coverage for any of his employees engaged in any work under this contract.
- (b) **Commercial General Liability:** General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)
- (c) **Automobile:** Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles used in performance of the contract. The minimum combined single limit is \$500,000.00 bodily injury and property damage; \$500,000.00 uninsured/under insured motorist; and \$25,000.00 medical payment.

Providing and maintaining adequate insurance coverage is a material obligation of the Grantee and is of the essence of this contract. The Grantee may meet its requirements of maintaining specified coverage and limits by demonstrating to the Agency that there is in force insurance with equivalent coverage and limits that will offer at least the same protection to the Agency. Grantee obtains insurance that meets all laws of the State of North Carolina. Grantee obtains coverage from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Grantee complies at

all times with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the Grantee do not limit the Grantee's liability and obligations under the contract.

Default and Termination

Termination by Mutual Consent: Either party may terminate this agreement upon sixty (60) days notice in writing from the other party. In that event, all finished or unfinished documents and other materials, at the option of the Agency, be submitted to the Agency. If the contract is terminated as provided herein, the Grantee is paid in an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Grantee covered by this agreement; for costs of work performed by subcontractors for the Grantee provided that such subcontracts have been approved as provided herein; or for each full day of services performed where compensation is based on each full day of services performed, less payment of compensation previously made. The Grantee repays to the Agency any compensation the Grantee has received which is in excess of the payment to which he is entitled herein.

Termination for Cause: If, through any cause, the Grantee fails to fulfill in timely and proper manner the obligations under this agreement, the Agency thereupon has the right to terminate this contract by giving written notice to the Grantee of such termination and specifying the reason thereof and the effective date thereof. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Grantee, at the option of the Agency, be submitted to the Agency, and the Grantee is entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. The Grantee is not relieved of liability to the Agency for damages sustained by the Agency by virtue of any breach of this agreement, and the Agency may withhold payment to the Grantee for the purpose of set off until such time as the exact amount of damages due the Agency from such breach can be determined.

Waiver of Default: Waiver by the Agency of any default or breach in compliance with the terms of this Contract by the Grantee is not a waiver of any subsequent default or breach and is not a modification of the terms of this Contract unless stated to be such in writing, signed by an authorized representative of the Agency and the Grantee and attached to the contract.

Availability of Funds: The parties to this Contract agree and understand that the payment of the sums specified in this Contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Agency.

Force Majeure: Neither party is in default of its obligations hereunder if it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

Intellectual Property Rights

Copyrights and Ownership of Deliverables: Any and all copyrights resulting from work under this agreement shall belong to the Grantee. The Grantee hereby grants to the North Carolina Department of Environmental Quality a royalty-free, non-exclusive, paid-up license to use, publish and distribute results of work under this agreement for North Carolina State Government purposes only.

Compliance with Applicable Laws

Compliance with Laws: The Grantee understands and agrees that it is subject to compliance with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

Equal Employment Opportunity: The Grantee understands and agrees that it is subject to compliance with all Federal and State laws relating to equal employment opportunity.

Confidentiality

Confidentiality: As authorized by law, the Grantee keeps confidential any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Grantee under this agreement and does not divulge or make them available to any individual or organization without the prior written approval of the Agency. The Grantee acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this Contract or without the prior written approval of the Agency.

Oversight

Access to Persons and Records: The State Auditor and the using agency's internal auditors shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with NCGS 147-64.7 and Session Law 2010-194, Section 21 (i.e., the State Auditors and internal auditors may audit the records of the contractor during the term of the contract to verify accounts and data affecting fees or performance). The Contractor shall retain all records for a period of six (6) years

following completion of the contract or until any audits begun during this period are completed and findings resolved, whichever is later.

Record Retention: The Grantee may not destroy, purge or dispose of records without the express written consent of the Agency. State basic records retention policy requires all grant records to be retained for a minimum of six (6) years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to Federal policy and regulations, record retention may be longer than six (6) years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has started before expiration of the six (6) year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular six (6) year period described above, whichever is later.

Time Records: The GRANTEE will maintain records of the time and effort of each employee receiving compensation from this contract, in accordance with the appropriate OMB circular.

Miscellaneous

Choice of Law: The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, are governed by the laws of North Carolina. The Grantee, by signing this Contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this Contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Amendment: This Contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Agency and the Grantee.

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this Contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Contract shall remain in full force and effect.

Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

Time of the Essence: Time is of the essence in the performance of this Contract.

Care of Property: The Grantee agrees that it is responsible for the proper custody and care of any State owned property furnished him for use in connection with the performance of his contract and will reimburse the State for its loss or damage.

Ownership of equipment purchased under this contract rests with the Grantee. As it relates to software development or study results, ownership rests with the Agency. In the event that clarification of ownership is required, the Agency Contract Administrator will make the determination.

Travel Expenses: All travel, lodging, and subsistence costs are included in the contract total and no additional payments will be made in excess of the contract amount indicated in above. Contractor must adhere to the travel, lodging and subsistence rates established in the Budget Manual for the State of North Carolina.

Sales/Use Tax Refunds: If eligible, the Grantee and all sub-grantees shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to NCGS 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

Advertising: The Grantee may not use the award of this Contract as a part of any news release or commercial advertising.

Recycled Paper: The Grantee ensures that all publications produced as a result of this contract are printed double-sided on recycled paper.

Sovereign Immunity: The Agency does not waive its sovereign immunity by entering into this contract and fully retains all immunities and defenses provided by law with respect to any action based on this contract.

Gratuities, Kickbacks or Contingency Fee(s): The parties certify and warrant that no gratuities, kickbacks or contingency fee(s) are paid in connection with this contract, nor are any fees, commissions, gifts or other considerations made contingent upon the award of this contract.

Lobbying: The Grantee certifies that it (a) has neither used nor will use any appropriated funds for payments to lobbyist; (b) will disclose the name, address, payment details, and purpose of any agreement with lobbyists whom the Grantee or its sub-tier contractor(s) or sub-grantee(s) will pay with profits or non-appropriated funds on or after December 22, 1989; and (c) will file quarterly updates about the use of lobbyists if material changes occur in their use.

By Executive Order 24, issued by Governor Perdue, and

NCGS § 133-32: It is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Natural and Cultural Resources, Environmental Quality, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:

- (1) have a contract with a governmental agency; or
- (2) have performed under such a contract within the past year; or
- (3) anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and NCGS Sec. 133-32.

Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24."

REVISED: 2019/2020 North Carolina Diesel Emissions Reduction Grant Request for Proposals Guidance

The NC Department of Environmental Quality, Division of Air Quality (DAQ) will provide funding for projects that reduce mobile source diesel emissions. Awarded projects are expected to begin in late 2020 to early 2021 and must be completed by **September 1, 2022**.

The Division of Air Quality reserves the right to award less than the total amount of funding available.

ELIGIBILITY

Any private or public sector entity or individual stationed in North Carolina is eligible. Applicants who have an outstanding North Carolina DAQ grant will **NOT** be eligible for this cycle.

AVAILABLE FUNDING

Approximately \$616,835 is available for all projects funded statewide. The DAQ expects to fund several projects.

APPLICATION DEADLINE

Applications must be submitted electronically via the NC Division of Air Quality's Grant Management System at [DAQ Grant Management System](#) by **11:59 pm Eastern Time, Friday, October 30, 2020** to be considered.

PROJECT TYPE FUNDING

DERA Eligible Projects	DERA Funding Limits	Minimum Mandatory Cost-Share (Fleet Owner Contribution)
Exhaust Control Retrofit	100%	0%
Engine Upgrade / Remanufacture	40%	60%
Highway Idle Reduction Bundled with Exhaust Control Retrofit	100%	0%
Stand-alone Highway Idle Reduction	25%	75%
Locomotive Idle Reduction	40%	60%
Marine Shore Power	25%	75%
Electrified Parking Space	30%	70%
Engine Replacement – Diesel or Alternative Fuel	40%	60%
Engine Replacement – Low NOx	50%	50%
Engine Replacement – Zero Emission	60%	40%
Vehicle/Equipment Replacement – Diesel or Alternative Fuel	25%	75%
Vehicle/Equipment Replacement – Low NOx	35%	65%
Vehicle/Equipment Replacement – Zero Emission	45%	55%
Vehicle Replacement – Drayage	50%	50%
Clean Alternative Fuel Conversion	40%	60%

REVISED: 2019/2020 North Carolina Diesel Emissions Reduction Grant Request for Proposals Guidance

PROJECT REQUIREMENTS

General

- All applicants must comply with all appropriate North Carolina State Laws.
- All applicants must apply electronically through the NC Division of Air Quality's Grant Management System.
- **All equipment funded must be EPA verified.**
- For alternative fuel conversions, systems for engine model years 1996-2006 must achieve at least a 30% NOx reduction and a 10% PM reduction from the applicable certified emission standards of the original engine. Conversion systems for engine model years 2007-2009 must achieve at least a 20% NOx reduction with no increase in PM from the applicable certified emission standards of the original engine.
- Funds cannot be used for fueling infrastructure projects.
- No standalone cleaner fuel projects unless combined with another clean diesel project on the same vehicle (e.g., repower).
- Funds shall not be used to meet compliance for emissions reductions that are mandated under federal law.
- Funds cannot be used for the purchase of vehicles, engines or equipment to expand a fleet.
- Funds under this award cannot be used as matching funds for other federal grants.
- Funds cannot be used for emissions testing and/or air monitoring.
- Funds cannot be used to for the purchase of engine retrofits, idle reduction technologies, low rolling resistance tires or advanced aerodynamic technologies if similar technologies have previously been installed on the truck or trailer.

On-road

- Funds cannot be used for light-duty highway vehicles.
- Funds can only be used for Class 5 (gross vehicle weight 16,001 pounds) and above heavy-duty vehicles

Summary of Heavy-Duty Trucks, School and Transit Buses Funding Restrictions

Current Engine Model Year (EMY)	DOC +/- CCV	DPF	SCR	Verified Idle Reduction, Tires, or Aerodynamics	Vehicle or Engine Replacement		Clean Alternative Fuel Conversion
					Model Year 2016+ (2013+ for Drayage)	EMY 2016+ Only Zero Emission or Low-NOx	
Older – 1995	No	No	No	No	No	No	No
1996 – 2006	Yes	Yes	Yes	Yes	Yes	Yes	Yes
2007 – 2009	No	No	Yes	Yes*	Yes	Yes	Yes
2010 - Newer	No	No	No	Yes*	No	Yes	Yes

* APUs and generators are not eligible on vehicles with EMY 2007 or newer.

Nonroad

- Funds cannot be used to replace agricultural pumps that operate less than 250 hours per year.
- Funds cannot be used to replace all other nonroad engines and equipment that operate less than 500 hours per year.

REVISED: 2019/2020 North Carolina Diesel Emissions Reduction Grant Request for Proposals Guidance

- Engine hours may be combined to reach the above thresholds where two units will be scrapped and replaced with a single unit.
- No funds awarded under the Program shall be used to retrofit, upgrade or replace a nonroad engine that is 50 HP or less and engine model year 2005 or older, or between 51-300 HP and engine model year 1995 or older, or 301 HP or greater and engine model year 1985 or older.

Summary of Nonroad Engine Funding Restrictions

Current Engine Horsepower	Current Engine Model Year (EMY) and Tier	Vehicle Equipment Replacement: EMY 2019+					Verified Retrofit
		Compression Ignition			Spark Ignition	Zero Emission	
		Tier 0-2	Tier 3-4i	Tier 4	Tier 2		
0-50	2006 and Newer; Unregulated – Tier 2	No	No	Yes	Yes	Yes	Yes
51-300	1996 and Newer; Tier 0 – Tier 2	No	Yes*	Yes	Yes	Yes	Yes
51-300	1996 and Newer; Tier 3	No	No	Yes	Yes	Yes	Yes
301+	1986 and Newer; Tier 0 – Tier 2	No	Yes*	Yes	Yes	Yes	Yes
301+	1986 and Newer; Tier 3	No	No	Yes	Yes	Yes	Yes
Current Engine Horsepower	Current Engine Model Year (EMY) and Tier	Engine Replacement: EMY 2019+				Verified Engine Upgrade	
		Compression Ignition		Spark Ignition	Zero Emission		
		Tier 0-3	Tier 4	Tier 2			
0-50	2006 and Newer; Unregulated – Tier 2	No	Yes	Yes	Yes	Yes	
51-300	1996 and Newer; Tier 0 – Tier 3	No	Yes	Yes	Yes	Yes	
301-750	1986 and Newer; Tier 0 – Tier 3	No	Yes	Yes	Yes	Yes	
751+	1986 and Newer; Tier 0 – Tier 2	No	Yes	Yes	Yes	Yes	

*Tier 3 and Tier 4 interim (4i) allowed for vehicle/equipment replacement only when Tier 4 final is not yet available from OEM for 2019 model year equipment under the Transition Program for Equipment Manufacturers.

**Previous engine model year engines may be used for engine replacement if the engine is certified to the same emission standards applicable to EMY 2019.

Marine Engines

- No funds awarded under this program shall be used to retrofit, replace, upgrade or install idle reduction technologies on marine engines that operate less than 1,000 hours per year. Engine hours may be combined to reach the 1000-hour threshold where two engines will be scrapped and replaced with a single engine.

Summary of Marine Engine Funding Restrictions

Current Engine Tier	Vessel or Engine Replacement: EMY 2019+*				Certified Remanufacture System	Verified Engine Upgrade
	Compression Ignition		Spark Ignition	Zero Emission		
	Tier 1-2	Tier 3-4				
Unregulated-Tier 2	No	Yes	Yes	Yes	Yes	Yes
Tier 3 – 4	No	No	No	Yes	No	No

REVISED: 2019/2020 North Carolina Diesel Emissions Reduction Grant Request for Proposals Guidance

Locomotives

- Funds cannot be used to retrofit, repower, replace, upgrade or install idle reduction technologies on eligible locomotives that operate less than 1,000 hours per year.
- Funds cannot be used for locomotive shore connection system projects that are expected to be utilized less than 1,000 hours/year.
- Tier 0+, Tier 1+, Tier 2+, Tier 3 and Tier 4 represent locomotives manufactured or remanufactured under the more stringent Tier standards promulgated under the 2008 (current) locomotive and marine rule.
- Tier 0, Tier 1, Tier 2 represent locomotives originally manufactured or remanufactured under the less stringent Tier standards promulgated in 1997.

Summary of Locomotive Engine Funding Restrictions

Current Locomotive Tier	Locomotive Replacement or Engine Replacement: Engine Model Year 2019+* or Zero Emission			Verified Retrofit	Idle-Reduction Technology	Certified Remanufacture System
	Tier 0+ - 3	Tier 4	Zero Emission			
Unregulated - Tier 2	No	Yes	Yes	Yes	Yes**	Yes
Tier 2+ Switcher	No	Yes	Yes	Yes	Yes**	Yes
Tier 2+ Line Haul	No	No	No	Yes	Yes**	Yes
Tier 3 – Tier 4	No	No	No	No	No	No

* Previous engine model year engines may be used if the engine is certified to the same emissions standards applicable to engine model year 2019.

** Automatic engine start-stop technologies are only eligible to be installed on locomotives currently certified to Tier 0 or unregulated.

HOW TO SUBMIT YOUR PROPOSAL

All applications must be submitted through the NC Division of Air Quality's Grant Management System at [DAQ Grant Management System](#). In order to be granted access to the Grant Management System you must complete an access authorization form which can be found in the Associated Files Section of our website [Mobile Sources Emissions Reductions Grant](#). Until you have received notification that your authorization has been granted you will not be able to log into the system to complete the application process.

Applications must be submitted by **11:59 pm Eastern Time, Friday, October 30, 2020** to be considered.

REVISED: 2019/2020 North Carolina Diesel Emissions Reduction Grant Request for Proposals Guidance

PROJECT SELECTION CRITERIA

The following outlines the project selection criteria. The total points possible is 100. Applicants should address each of the selection criteria in the Grant Management System application.

Criteria	Point Value
Cost Effectiveness (\$ funded per tons reduced): cost effectiveness is based on applicant provided information using the US Environmental Protection Agency (EPA) software tool, the Diesel Emissions Quantifier (EPA's Diesel Emissions Quantifier)	35
Emissions Reductions or Quantitative Benefits: emission reduction calculation based on applicant provided information	30
Sustainability of the Project: longevity of the funded equipment and additional long term benefits	15
Other Benefits: e.g., health, less fuel used, etc.	10
Timeliness: ability to provide high quality emission reductions in a timely manner, e.g., project complete and providing emission reductions by September 30, 2022	10

SCHEDULE FOR 2019/2020 DIESEL EMISSIONS REDUCTION GRANTS

Task	Date Completed
Request for Proposals period opens	July 31, 2020
Question and answer session on Grant Management System	August 21, 2020 (slides available in the Associated Files Section of the website Mobile Sources Emissions Reductions Grants)
Request for Proposals period closes	October 30, 2020
Proposals processed and awardees selected	November 2020
All applicants notified of their application status	December 2020
Awardee contracts are processed	January 2021
Awarded projects' work begins	Within 1 month of contract execution
All diesel emissions reductions grant projects completed	September 1, 2022
Invoices, Certificate of Engine/Chassis Destruction and final reports submitted to DAQ	September 1, 2022

Required Application Attachments

After you have digitally signed the application, you must click on the submit button. Note your Application ID. If you are not automatically redirected to your home page, please click "View Application" under Search. You will see your application under your recent list. Please click on your application and you will find an attachments section. This is where you will upload the required documents per the RFP for which you are applying.

**REVISED: 2019/2020 North Carolina Diesel Emissions Reduction
Grant Request for Proposals Guidance**

DERA Program Application Checklist:

	Download and complete DAQ Vehicle Equipment Spreadsheet
	Quote for the vehicle/equipment/engine being purchased
	Nonprofits only: Copy of Charitable Solicitation License from the North Carolina Department of the Secretary of State
	Optional supporting documentation
	For projects requesting funding for charging infrastructure with an all-electric replacement or repower, please include an itemized budget. (One charger allowed for each vehicle replacement or repower requested.)

If you have questions about the information above or completing the application, please e-mail daq.msrb.ncdaqgrants@ncdenr.gov.

2022 North Carolina DERA Program

DERA Program Application

This is a representation of the application information submitted by the applicant in the DAQ Grants Management System. Required application attachments and the original application are available to view in the DAQ Grants Management System.

Applicant Contact Information

Project Title	Application ID	
Cumberland County: Emissions Reduction	1000016846	
Organization Name		
Cumberland County Solid Waste		
Organization Mailing Address		
PO Box 2429		
City, State Zip		
Fayetteville NC 28302		
Authorized Representative Name		
Amy Cannon		
Authorized Representative E-mail Address	Authorized Representative Phone Number	
acannon@co.cumberland.nc.us	(919) 678-7723	
Project Manager Name (primary contact)		
Amanda Bader		
Project Manager E-mail Address	Project Manager Phone Number	
abader@co.cumberland.nc.us	(919) 438-4041	
Financial Contact Name		
Vicki Evans		
Financial Contact E-mail Address	Financial Contact Phone Number	
vevans@co.cumberland.nc.us	(919) 678-7750	

Project Details

Program Type	Eligible Applicant Type
DERA Program	Government
Vehicle/Equipment Type	Project Type
DERA Type projects (EMA-10)	Vehicle/Equipment Replacement - Diesel or Alternative Fuel

Project Location (where equipment will be installed and/or used)

Street Address		
689 Ann Street		
City	County	Zip
Fayetteville	Cumberland	28301



2022 North Carolina DERA Program

DERA Program Application

Project Details (Questions 1-5 are required.)

1. Please provide a detailed description of the proposed project.

This project will include the purchase of one track loader and one motor grader. These will replace the existing track loader and motor grader. A tracked loader, or crawler loader, is an engineering vehicle consisting of a tracked chassis with a loader for digging and loading material. This is a critical piece of equipment for the Wilkes Road Treatment and Processing Facility for managing debris and compost piles. A motor grader, also known as a road grader, is heavy construction equipment that Cumberland County will use for maintaining the all-weather roads at the Ann Street Landfill and the Wilkes Road Treatment and Processing facility. Maintaining all-weather access roads is essential for both facilities, not only for customer circulation, but also for fire management.

2. Explain how this request will benefit North Carolina's goal of reducing diesel emissions in areas of poor air quality or areas that are currently in maintenance for either the ozone or PM_{2.5} national ambient air quality standards. Priority will be given to projects that are located at or service goods movement facilities (e.g. ports, airports, rail yards, terminals, or distribution centers) please provide how the project addresses these types of areas.

North Carolina's Beneficiary Mitigation program promotes projects that reduce mobile NO_x emissions. This project will replace two older off-road machines with new, cleaner technology diesel machines. The new equipment will be compliant with EPA Tier IV standards. Wilkes Road is a treatment and processing facility where wood waste from Cumberland County is developed into biofuel for use in as many as five boilers in North Carolina and South Carolina. As many as eight tractor trailer loads are distributed from this facility daily.

3. What is the likelihood that the project will incentivize future indirect NO_x and other emission reductions? That is, will this be the beginning or continuation of a transition of the fleet to an alternative fuel or electricity? If so, please provide details.

This project will be a continuation of a transition of the fleet to lower-emissions vehicles. Unfortunately, due to supply chain issues, Cumberland County has been unable to purchase electric vehicles and transition to an all-electric fleet. However, to continue our efforts of working toward lower NO_x emission, Cumberland County has proposed the replacement of several fleet vehicles. For this proposal, we are requesting funding to continue the efforts of stakeholders of the Air Quality Program. This grant application is for replacing two pieces of equipment in Cumberland County's heavy equipment fleet.

The Fayetteville Area Metropolitan Planning Organization is partnering with Sustainable Sandhills on an Air Quality Program to improve and maintain air quality for current and future generations. Serving the Fayetteville metropolitan area for over a decade, the Air Quality Stakeholders strive to improve and maintain the air quality in the Sandhills. The Air Quality Stakeholders are forward-thinking government leaders, business leaders, and concerned citizens with a common mission: to enhance the quality of life in the Sandhills through better air and better health. The proposed project aligns with this mission by taking diesel vehicles out of service and replacing them with cleaner technology, thereby helping to reduce dangerous emissions in the community.



2022 North Carolina DERA Program

DERA Program Application

4. Are there any societal co-benefits of the project? Are there any “sensitive” populations including, but not limited to asthmatics, children, or the elderly that are likely to be directly benefited by the project?

When compared with the state and peer counties, Cumberland County's chronic lower respiratory disease death rate (49.9) was: 9.6% higher than the state (45.1) and 10% higher than the neighboring eastern North Carolina counties (44.9). These neighboring counties are called Health ENC. Health ENC comprises 33 counties in eastern North Carolina.

More specifically, Cumberland County has higher rates of respiratory diseases compared to North Carolina, as a whole, and the United States. These diseases include asthma in the Medicare population, age-adjusted death rate due to influenza and pneumonia, COPD in the Medicare population, and age-adjusted hospitalization rate due to asthma.

5. Project Feasibility: Provide a description of how you as the applicant have the necessary technical, managerial, procurement, and financial capability and experience to execute on your proposed project.

The project operations will be managed through our Solid Waste Management staff. The Solid Waste Director will work closely with Solid Waste Garage and Collection staff to coordinate the specifications of the purchase of the motor grader and track loader and to ensure the requirements for the destruction of the old equipment as well as the process to have them removed from service. Procurement and financial operations will be managed through the Cumberland County Finance and Purchasing Department.

6. Use this space for any additional information that you believe will be helpful in evaluating the project. (Optional)

We were funded under the Phase 1 2022 North Carolina VW Settlement Program and were just notified on 11/10/22 that we were awarded funds under Phase 2 of the North Carolina VW Settlement Program. The experience with this funding opportunity has prepared our organization to compete for this funding opportunity. Cumberland County is in compliance with North Carolina's requirements for these programs and continues working to align with North Carolina's Beneficiary Mitigation program.

Minority and low-income populations are disproportionately affected by air quality and health challenges related to diesel emissions and other air pollutants. Cumberland County is a historically underserved county.



2022 North Carolina DERA Program
DERA Program Application

Certification

The undersigned is an official authorized to represent the applicant. The person that submitted this document in the DAQ Grants Management System has the authority to legally bind the applicant or be the designated fiscal agent. The application was electronically signed in the DAQ Grants Management System when submitted by the applicant.

I certify that all proposed activities will be carried out; that all money received will be utilized solely for the purposes for which it is intended; that records documenting the planning process and implementation will be maintained and submitted when requested, and DEQ is hereby granted access to inspect project sites and/or records. It is understood that if this project is selected a contract with DEQ will be executed. I further attest that at least 70% of the equipment's operation will occur in North Carolina for the next 5 years.

Print Name of Authorized Representative	Title
Amanda Bader	Solid Waste Director
Date	
11/21/2022	



DERA Application Budget Table

Application Number	Object Code Description	Project Total Costs	Requested Funds	Matching Funds	Other Funds	Other Funds Description
1000016846	Cumberland County Solid Waste					
	D001 New equipment/vehicle/engine	\$919,788.00	\$183,957.00	\$735,831.00	\$0.00	
	D002 Infrastructure costs	\$0.00	\$0.00	\$0.00	\$0.00	
		\$919,788.00	\$183,957.00	\$735,831.00	\$0.00	

Only complete this sheet for Clean Heavy-Duty Off-Road Vehicle and Equipment Replacement or Repower Projects - updated 11/17/2021

Company Name (same as entered on Adobe application)	Cumberland County Solid Waste
Project Title (same as entered on Adobe application)	Cumberland County: Emissions Reduction Project

GMS Number (DAQ Staff Entry)

Existing Equipment/Engine Information						
Instructions/Units	Fleet Information	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5
	What is the vehicle's intended use?	Other	Other			
	If selected other please describe	Move earthen debris	Motor grader			
	Class of Equipment by GVWR	Class 8: >33001 lbs	Class 7: 26001-33000 lbs			
	Equipment Manufacturer	CAT	CAT			
	Equipment Model	963D	130GPS			
	Equipment Model Year	2015	1982			
	Equipment Identification Number	LCS02365	74V01959R			
	Engine Make	2236	CAT2236			
	Engine Model	3304	3304			
	Engine Model Year	2014	1982			
	Engine Tier	3	T2 Unregulated			
	Engine Horsepower	150	135			
	Engine Displacement (L)	427.2	427.2			
	Number of Engine Cylinders	4	4			
	Engine Serial Number	C6E57333	Q7205028			
Include idling hours	Annual Hours of Operation	1700	1000			
Include idling hours	Total Hours of Operation	12000	8000			
Forklifts only	Lift Capacity (pounds)					
Must be Diesel	Fuel Type	Diesel	Diesel	Diesel	Diesel	Diesel
(gallons)	Annual Fuel Used	4700	4800			
(years)	Remaining Equipment Life	4	4			
Year in which Equipment would normally be retired/sold by the fleet	Normal Attrition Year	2025	2026			

Replacement/Repower Equipment/Engine Information						
Instructions/Units	Fleet Information	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5
Information not required for repower requests	Class of Equipment by GVWR	Class 8: >33001 lbs	Class 7: 26001-33000 lbs			
	Equipment Make	CAT	Caterpillar			
	Equipment Model	963	Motor Grader			
	Equipment Model Year	2024	2024			
	Engine Make	CAT	CAT			
	Engine Model	963	120			
	Engine Model Year	2024	2024			
	Engine Tier	4	4			
	Engine Horsepower	150	535			
	Engine Displacement (L)	427				
	Number of Engine Cylinders	4	12			
	Engine Serial Number	Unavailable	Unavailable			
Forklifts only	Lift Capacity (pounds)					
	Fuel Type	Diesel	Diesel			
	Unit Replacement/Repower Cost	419,996	314,835.50			
	Funds Requested	\$104,999.00	\$78,708.87			
(gallons)	Annual Diesel Reduced					
	Cost Share Amount Per Unit	\$419,996	\$314,835			



NORTH CAROLINA
Environmental Quality

ROY COOPER

Governor

ELIZABETH S. BISER

Secretary

February 17, 2023

Amy Cannon
Cumberland County Solid Waste
PO Box 2429
Fayetteville, NC 28302
Application Number: 1000016846

Dear Amy Cannon:

I am pleased to inform you that the North Carolina Department of Environmental Quality (NCDEQ) is awarding your proposed project a 2022 Diesel Emission Reduction Act (DERA) Grant in the amount of **\$183,950.00**. We are excited about your project entitled **Cumberland County: Emissions Reduction**.

To maximize NCDEQ funding, we will be using two DERA grant cycles, each with their own schedules for completion. The offroad grader (Unit 1) replacement at \$105,000.00 will be funded out of 2019-2020 DERA funds and must be completed by March 31, 2024. If you cannot complete this project by the final grant closure date of March 31, 2024, you may choose to decline funding for this replacement. In order to complete this replacement on the shortened timeline, NCDEQ will allow replacement activities for the offroad grader replacement to begin once the award has been formally accepted by your organization.

The offroad excavator (Unit 2) replacement will be funded out of the current 2022 DERA cycle, which has a project completion due date of September 30, 2023. However, this project may be eligible for a no cost extension for final completion, if necessary. Work on the offroad excavator replacement cannot begin until we have a fully executed contract in place.

Using the information provided in your application, we have determined the cost share percentage you will be obligated to contribute to your project. Your cost share is determined from the total replacement cost for each vehicle awarded funding (including any requested electrification infrastructure costs) and the amount of voluntary or involuntary matching funds you included on your application for that vehicle. The amount reimbursed after completion of your project will be calculated from the paid invoices included in your claim submittal.

The cost share amount for application number 1000016846 is shown below for the awarded vehicle(s):

Vehicle/ Unit Number	Vehicle/Unit Replacement Awarded	Charging Infrastructure Awarded	Total Vehicle/Unit Project Cost	Applicant Matching Funds	DERA Awarded Amount	Applicant Cost Share Percentage	DERA Program Cost Share Percentage
1	\$105,000.00	\$0.00	\$419,996.00	\$314,996.00	\$104,000.00	75%	25%
2	\$78,950.00	\$0.00	\$315,836.00	\$236,886.00	\$78,950.00	75%	25%



North Carolina Department of Environmental Quality

217 West Jones Street | 1601 Mail Service Center | Raleigh, North Carolina 27699-1601

919.707.8600

Amy Cannon
Cumberland County Solid Waste
February 17, 2023
Page 2

Following this award letter, you will receive an acceptance/decline form through DocuSign that will need to be signed. Please note that it will need to be completed within 15 business days of receipt of this letter. Additionally, the terms of this funding will require a statement that all project activities for the replacement of the offroad grader (Unit 1) will be completed by the grant close date of **March 31, 2024**.

Sheila Blanchard from my staff will contact you with the necessary forms required for the Division of Air Quality (DAQ) to begin the State contract process. **Please do not start any work on unit 2 until there is a fully executed (signed by representatives of both organizations) contract in place.** We cannot reimburse for work performed or items purchased before a contract is in place. Should you have any questions or need further information, you may contact Sheila Blanchard via telephone at 919-707-8423 or email at sheila.blanchard@ncdenr.gov.

Applicants must log into the DAQ Grant Management System to upload required forms for contract processing, submit invoices and documents for reimbursement, and view claim status.

Thank you for your interest in reducing emissions in North Carolina. We look forward to working with you on this worthwhile endeavor and receiving reports on the success of this project.

Sincerely,



Elizabeth S. Biser, Secretary
Department of Environmental Quality

ESB/sjb
cc: Sheila Blanchard



North Carolina Department of Environmental Quality
217 West Jones Street | 1601 Mall Service Center | Raleigh, North Carolina 27699-1601
919.707.8600

DocuSign Envelope ID: 1D9E5467-32A4-44F8-AA8C-0E2F2B7ECD03



ROY COOPER
Governor

ELIZABETH S. BISER
Secretary

NC DEQ Grant Award Acceptance Form

Amy Cannon
Cumberland County Solid Waste
PO Box 2429
Fayetteville NC 28302
Application Number: 1000016846

I certify that the following statements are true regarding the vehicle/engine/equipment identified in the award letter:

1. The existing vehicle(s), engine(s), or equipment listed in the award letter are fully operational.
1. I have owned and operated the vehicle(s) during the two years prior to upgrade.
2. The existing vehicle(s), engine(s), or equipment have at least three years of remaining life at the time of upgrade.
3. The existing highway vehicle(s) have accumulated at least 7,000 miles/year during the two years prior to upgrade.
4. I agree to make the new equipment/vehicle(s) available for a NC Department of Environmental Quality (NCDEQ) site visit during normal business hours (between 8am and 5pm). NCDEQ recommends notifying the program manager when the equipment/vehicle(s) are delivered and schedule a site visit prior to equipment/vehicle(s) deployment.

Please check the corresponding box if you accept or decline the award. Within **15 business days of letter receipt**, upload a signed and dated copy this document as an attachment in the DAQ Grants Management System for your application. **If NCDEQ does not receive your acceptance of the award within that time, your award will be forfeited.** This acceptance is non-binding until such time as the contract is fully executed.

☒ Accept

☐ Decline

Signature of Authorized Representative	Date
DocuSigned by: <i>Renee Paschal</i>	2/17/2023
Print Name Paschal, Renee	Title Interim County Manager
Paschal, Renee <rpaschal@cumberlandcountync.gov>	



North Carolina Department of Environmental Quality
217 West Jones Street | 1601 Mail Service Center | Raleigh, North Carolina 27699-1601
919.707.8600

Notice of Certain Reporting and Audit Requirements

A recipient or subrecipient shall comply with the all rules and reporting requirements established by statute or administrative rules found in 09 NCAC Subchapter 3M. For convenience, the requirements of 09 NCAC Subchapter 3M.0205 are set forth in this Attachment.

Reporting Thresholds.

There are three reporting thresholds established for recipients and subrecipients receiving State awards of financial assistance. The reporting thresholds are:

- (1) Less than \$25,000 – A recipient or subrecipient that receives, hold, uses, or expends State financial assistance in an amount less than twenty-five thousand dollars (\$25,000) within its fiscal year must comply with the reporting requirements established by this Subchapter including:
 - (A) A certification that State financial assistance received or held was used for the purposes for which it was awarded; and
 - (B) An accounting of all State financial assistance received, held, used, or expended.
- (2) \$25,000 up to \$500,000 -A recipient or subrecipient that receives, holds uses, or expends State financial assistance in an amount of at least twenty-five thousand (\$25,000) but less than five hundred thousand dollars (\$500,000) within its fiscal year must comply with the reporting requirements established by this Subchapter including:
 - (A) A certification that State financial assistance received or held was used for the purposes for which it was awarded; and
 - (B) An accounting of all State financial assistance received, held, used, or expended.
 - (C) A description of activities and accomplishments undertaken by the recipient, including reporting on any performance measures established in the contract.
- (3) Greater than \$500,000 – A recipient or subrecipient that receives, holds, uses, or expends State financial assistance in the amount equal to or greater than five hundred thousand dollars (\$500,000) within its fiscal year must comply with the reporting requirements established by this Subchapter including:
 - (A) A certification that State financial assistance received or held was used for the purposes for which it was awarded; and
 - (B) An accounting of all State financial assistance received, held, used, or expended.
 - (C) A description of activities and accomplishments undertaken by the recipient, including reporting on any performance measures established in the contract.
 - (D) A single or program-specific audit prepared and completed in accordance with Generally Accepted Government Auditing Standards, also known as the Yellow Book.

Other Provisions:

1. All reports shall be filed with the disbursing agency in the format and method specified by the agency no later than three (3) months after the end of the recipient's fiscal year, unless the same information is already required through more frequent reporting. Audits must be provided to the funding agency no later than nine (9) months after the end of the recipient's fiscal year.
2. Unless prohibited by law, the costs of audits made in accordance with the provisions of 09 NCAC 03M .0205 shall be allowable charges to State and Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with cost principles outlined in the Code of Federal Regulations, 2CFR Part 200. The cost of any audit not conducted in accordance with this Subchapter shall not be charged to State awards.
3. Notwithstanding the provisions of 09 NCAC 03M .0205, a recipient may satisfy the reporting requirements of Part (3)(D) of this Rule by submitting a copy of the report required under the federal law with respect to the same funds.
4. Agency-established reporting requirements to meet the standards set forth in this Subchapter shall be specified in each recipient's contract.

GLENN B. ADAMS
Chairman

DR. TONI STEWART
Vice Chairwoman

MICHAEL C. BOOSE
JEANNETTE M. COUNCIL
CHARLES E. EVANS
JIMMY KEEFE
LARRY L. LANCASTER



CUMBERLAND
COUNTY
NORTH CAROLINA

CANDICE WHITE
Clerk to the Board

BOARD OF COMMISSIONERS

Appendix C: State Grant Certification - No Overdue Tax Debts

Date of Certification 01/31/2022

To: Office of State Budget and Management, Director and Chief Fiscal Officer

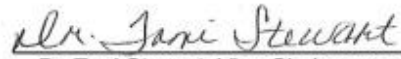
Certification:

We certify that the County of Cumberland does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level.

Sworn Statement:

Glenn Adams and Dr. Toni Stewart being duly sworn, say that we are the Board Chair and Vice Chairwoman respectively, of County of Cumberland of Fayetteville in the State of North Carolina; and that the foregoing certification is true, accurate and complete to the best of our knowledge and was made and subscribed by us. We also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.


Glenn Adams, Board Chair


Dr. Toni Stewart, Vice Chairwoman

Sworn to and subscribed before me on the day of the date of said certification.



My Commission Expires: May 9, 2022

Judge E. Maurice Braswell Cumberland County Courthouse
P.O. Box 1829 | Fayetteville, NC 28302-1829 | Phone: 910-678-7771 | Fax: 910-678-7770

cumberlandcountync.gov

Renee Paschal
Interim County Manager

Brian Haney
Assistant County Manager



Sally S. Shutt
Assistant County Manager

Heather Skeens
Assistant County Manager

The information below has been copied and pasted from the Cumberland County Personnel Ordinance, Code of Ethics Section and is provided to grant originators.

(f) Conflict of Interest.

- (1) No employee shall engage in any employment or business which conflicts with the proper discharge of his or her official duties.
- (2) No employee shall have a financial interest, directly or indirectly, in any transaction with any county agency as to which the employee has the power to take or influence official action. No employee shall take or influence official action in any transaction with any county agency that would confer a benefit based on a personal interest where such benefit is not made available to the public at large.
- (3) If an employee has any direct or indirect financial interest in the outcome of any matter coming before the agency or department of which he or she is a member or by which he or she is employed, such employee shall disclose on the record of the agency or department and to his superior or other appropriate authority the existence of such financial interest. An employee having such an interest shall not engage in deliberations concerning the matter, shall disqualify himself from acting on the matter and shall not communicate about such matter with any person who will participate in the action to be taken on such matter. However, the excusal from voting by members of the board of county commissioners shall be governed exclusively by G.S. § 153A-44.
- (4) No employee shall represent or appear on behalf of any individual or entity, either personally or through an associate or partner, against the interests of the county or any of its agencies in any action or proceeding in which the county or any of its agencies is a party, unless the action or proceeding is sufficiently remote from his official duties, so that no actual conflict of interest exists.
- (5) Nothing herein shall be interpreted or construed to prohibit any employee from exercising his or her legal rights as to his or her own personal interests in processing a claim against, making a request to the county or any of its agencies or in defending a claim made against him or her by the county or any of its agencies, or to prohibit an employee from testifying as a witness in any administrative or judicial proceeding.
- (6) No employee may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, or any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The employees may neither solicit or accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. (Reference § 2 CFR200.318(c)(l)).

Courthouse, 5th Floor | Suite 512 | P.O. Box 1829
Fayetteville, North Carolina 28302-1829 | Phone: 910-678-7723 / 910-678-7726 | Fax: 910-678-7717
cumberlandcountync.gov

Renee Paschal
Interim County Manager

Brian Haney
Assistant County Manager



Sally S. Shutt
Assistant County Manager

Heather Skeens
Assistant County Manager

(g) Confidential Information.

- (1) No employee shall, without legal authority, disclose confidential information gained as a result of his or her employment or position with the county.
- (2) No employee shall use confidential information gained as a result of his or her employment or position with the county to advance his or her own financial or personal interest or the financial or personal interests of any other person.
- (3) Nothing in this subsection shall be construed as prohibiting the disclosure of information required by law to be disclosed.

(h) Gifts, Gratuities, and Favors. No employee shall knowingly solicit or accept a gift, whether in the form of money, things, favor, loan or promise, or gratuity, from any person or entity which, to the employee's knowledge, is interested directly or indirectly, in any manner whatsoever, in a transaction with the county or any of its departments or agencies as to which the employee has the power to take or influence official action. This section is not intended to prevent the gift and/or receipt of the following:

- (1) Honorariums in an amount not to exceed \$25.00 or expenses to include meals, travel and lodging for participating in meetings, seminars, conferences, grand openings, or anniversary celebrations of businesses, or other similar activities where the official or employee is either a speaker, participant or invited in his or her official capacity;
- (2) Nominal advertising items or souvenirs of \$25.00 or less in value, or meals furnished at banquets;
- (3) Customary gifts or favors received by any employee from friends, relatives or other employees where it is clear that it is the relationship of the donor which is the motivating factor for the gift or favor;
- (4) Gifts, favors, discounts, and gratuities offered by commercial enterprises to members of the general public; and
- (5) Political contributions by elected county officials.

(i) False Statements Prohibited

- (1) No employee shall willfully make any false statement, or in any manner commit any fraud, conceal any wrongdoing or fail to answer fully and truthfully questions about wrongdoing connected with the business of the county or connected with the work-related conduct of any county employee.

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Renee Paschal
Interim County Manager

Brian Haney
Assistant County Manager



Office of the County Manager

Sally S. Shutt
Assistant County Manager

Heather Skeens
Assistant County Manager

(2) No employee shall willfully make any false statement, certificate, mark, report or rating with the intent to obtain public funds or other public benefit for himself or herself or anyone else to which the employee or such other person is not by law entitled or otherwise authorized.

(3) No person seeking appointment to, or promotion in, the service of the county, shall either directly or indirectly give, render or pay any money, service or other valuable thing to any person for, on account of or in connection with his or her test, appointment, proposed appointment, promotion or proposed promotion; provided, however, that this provision shall not apply to payments made to duly licensed employment agencies or educational institution.

(j) Nepotism Prohibited. No relative of a county employee, by blood or marriage, may be employed in any position with the county in which the employee may be able to supervise directly or control or influence the work or employment status of the relative or the affairs of the organizational unit in which the relative is employed. Relative for the purposes of this section shall mean wife, husband, mother, father, brother, sister, daughter, son, grandmother and grandfather, grandson and granddaughter, aunts and uncles. Included are the step, half, in-law, in loco parentis relationships and persons living within the same household.

(k) Outside Employment. Except for county elected officials or appointees, no employee shall engage in outside employment without prior approval of the employee's department head. Approval will be granted except where the employment has a probability of creating a conflict with the performance of the county's business or creating a division of loyalty, or where the performance of the outside duties would most likely impair the employee's ability to perform his or her county duties.

(l) Political Activity.

(1) Generally. Every employee of the county has a civic responsibility to support good government by every available means and in every appropriate manner except where in conflict with the law. County employees may join or affiliate with civic organizations of a political nature, may attend political meetings, may serve as officers of civic or political organizations, and may advocate and support principles or policies of civic or political organizations in accordance with the Constitution and laws of the United States and North Carolina.

(2) Prohibitions. No employee of the county shall:

- (a) Engage in any political activity while on duty, unless serving as an elected county official;
- (b) Place any pressure, direct or indirect, on any employee to support any candidate or party, contribute to, solicit for, or act as custodian of funds for political purposes;
- (c) Offer any county position, promotion, job related benefit, remuneration or other advantage to any person as a reward for political activity or support;

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Assistant County Manager


Heather Skeens
Assistant County Manager

(d) Take adverse action against any employee based on that employee's engaging in or refusing to engage in permitted political activity; or

(e) Permit or require any county employee to engage in political activity while the employee is on duty.

(3) Candidates running for public office; etc. Engaging in political activity while on duty shall not include the casual greeting or encounter by employees with persons running for public office. Candidates for public office visiting public offices shall be received and treated with respect. For the purpose of this section, employees who are on authorized breaks or on lunch periods shall not be deemed to be on county time.

(m) Violations. Any violation of this section shall be deemed improper conduct and may subject an employee to disciplinary action, dismissal, or removal, as appropriate. Additionally, a violation of subsection (e), use of county resources, or subsection (i), false statements prohibited, is declared a misdemeanor and may be punished as provided by law. The board of county commissioners, upon notice and hearing, may declare void and rescind any contract, grant, subsidy, license, right, permit, franchise, use, authority, privilege, benefit certificate, ruling, decision, performance of any service, or transfer or delivery of anything which the board determines was awarded, granted, paid, furnished, or otherwise performed in violation of this article.

RENEE PASCHAL
Name

Signature

2/6/23
Date

DocuSign Envelope ID: A6399604-EC0A-4DA7-9F01-223FBA6172F2



United States
ENVIRONMENTAL PROTECTION AGENCY
Washington, DC 20460

OMB Control No. 2030-0020
Approval expires 06/30/2024

This collection of information is approved by OMB under the Paperwork Reduction Act, 44 U.S.C. 3501 et seq. (OMB Control No. 2030-0020). Responses to this collection of information are required to obtain an assistance agreement (40 CFR Part 30, 40 CFR Part 31, and 40 CFR Part 33 for awards made prior to December 26, 2014, and 2 CFR 200, 2 CFR 1500, and 40 CFR Part 33 for awards made after December 26, 2014). An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. The public reporting and recordkeeping burden for this collection of information is estimated to be 0.25 hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates and any suggested methods for minimizing respondent burden to the Regulatory Support Division Director, U.S. Environmental Protection Agency (2821T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

EPA Project Control Number

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

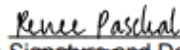
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Renee Paschal Interim County Manager

Typed Name & Title of Authorized Representative

DocuSigned by:

2/17/2023



Signature and Date of Authorized Representative

EPA Form 6600-06 (Rev. 06/2014) Previous editions are obsolete.



EPA Project Control Number

United States Environmental Protection Agency
Washington, DC 20460

Certification Regarding Debarment, Suspension, and Other Responsibility Matters

The prospective participant certifies to the best of its knowledge and belief that it and the principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated or cause or default.

I understand that a false statement on this certification may be ground for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

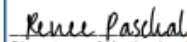
Renee Paschal

Interim County Manager

Type d Name & Title of Authorized Representative

DocuSigned by:

2/17/2023



Signature of Authorized Representative Date



I am unable to certify to the above statements. My explanation is attached.

EPA Form 5700-49 (11-88)

Drug Free Workplace Certification

Drug-Free Workplace Certification for all EPA recipients:

The recipient organization of this EPA assistance agreement must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 40 CFR 36.200 - 36.230. Additionally, in accordance with these regulations, the recipient organization must identify all known workplaces under its federal awards, and keep this information on file during the performance of the award.

Those recipients who are individuals must comply with the drug-free provisions set forth in Title 40 CFR 36.300.

The consequences for violating this condition are detailed under Title 40 CFR 36.510. Recipients can access the Code of Federal Regulations (CFR) Title 40 Part 36 at <https://www.govinfo.gov/content/pkg/CFR-2009-title40-voll/pdf/CFR-2009-title40-voll-part36.pdf>.

I acknowledge that I have read and agree with good faith effort to maintain a drug-free work environment.

Renee Paschal

Name of Authorized Representative

2/17/2023

Date

DocuSigned by:

Renee Paschal

Signature of Authorized Representative

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OFFICE OF THE COUNTY ATTORNEY

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF APRIL 17, 2023

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COUNTY ATTORNEY

DATE: 4/11/2023

**SUBJECT: NCDOT REQUEST FOR PERMANENT UTILITY EASEMENT AT THE
COUNTY'S HOPE MILLS BRANCH LIBRARY**

BACKGROUND

NCDOT is requesting the attached permanent utility easement for the purpose of relocating electrical power poles. It includes three areas described as temporary construction easements that will be graded to permanently modify the slope of the grade. It is to be located on the two parcels constituting the Hope Mills Branch Library property, shown on the attached GIS map. The library parcels are at the address 3411 Golfview Road. NCDOT is paying \$7,200 for the easements. The location of the easements on the property can only be determined by reference to the plat of the project, being WBS ELEMENT 39073.2.1 TIP/PARCEL NO. U-4709 058.

RECOMMENDATION / PROPOSED ACTION

County attorney recommends the board grant the easement and authorize it to be signed by the chair. At the April 11, 2023, Agenda Session the board approved the grant of this easement subject to the receipt of \$7,200 offered by NCDOT.

ATTACHMENTS:

Description	Type
DOT EASEMENT	Backup Material
GIS MAP OF HOPE MILLS LIBRARY PROPERTY	Backup Material

Revenue Stamps \$ 15.00

PERMANENT UTILITY EASEMENT

THIS INSTRUMENT DRAWN BY Kaye Baggett CHECKED BY Dennis Peebles, Jr.

RETURN TO:

NORTH CAROLINA

COUNTY OF Cumberland
TAX PARCEL 0414254559000 / 0414252694000

TIP/PARCEL NUMBER: U-4709 058
WBS ELEMENT: 39073.2.1
ROUTE: Rockfish Road/Golfview Drive

THIS EASEMENT, made and entered into this the _____ day of _____ 20 23
by and between Cumberland County
426 Mayview Street
Fayetteville, NC 28306

hereinafter referred to as GRANTORS, and the Department of Transportation, an agency of the State of North Carolina, 1546 Mail Service Center, Raleigh, NC 27611, hereinafter referred to as the Department;

WITNESSETH

THAT WHEREAS, the DEPARTMENT desires to construct and maintain a utility facility through and across the property of GRANTORS,

AND WHEREAS, GRANTORS, recognizing the benefits accruing to their said property through the construction and maintenance by the DEPARTMENT of roads and highways upon or in the vicinity of said property of GRANTORS,

NOW, THEREFORE, in consideration of said benefits, and further consideration of \$ 7,200.00
and other valuable considerations, GRANTORS hereby release the DEPARTMENT, its successors and assigns, from any and all claims for damages by reason of the construction and maintenance of said utility facility across and through the lands of GRANTORS, and GRANTORS hereby give, grant, bargain, sell and convey unto the DEPARTMENT, its successors, and assigns, an easement for the construction and maintenance of a utility facility across and through the property of GRANTORS located in _____
Township, Cumberland County, and being more fully described in a deed recorded in Book _____, Page _____, Cumberland County Registry, said easement being described as follows:

Point of beginning being S 9°2'2.4" E, 167.451 feet from -Y- Sta 22+00 thence to a point on a bearing of S 87°21'29.1" E 3.336 feet thence to a point on a bearing of S 87°21'29.1" E 26.473 feet thence to a point on a bearing of N 9°57'3.3" E 32.232 feet thence to a point on a bearing of N 83°57'5.2" W 10.000 feet thence to a point on a bearing of N 83°57'5.2" W 19.000 feet thence to a point on a bearing of S 11°1'6.6" W 34.057 feet returning to the point and place of beginning.

The final right of way plans showing the above described area are to be certified and recorded in the Office of the Register of Deeds for said county pursuant to N.C.G.S. 136-19.4, reference to which plans is hereby made for purposes of further description and for greater certainty.

Said Permanent Utility Easement in perpetuity is for the installation and maintenance of utilities, and for all purposes for which the DEPARTMENT is authorized by law to subject same. The Department and its agents or assigns shall have the right to construct and maintain in a proper manner in, upon and through said premises utility line or lines with all necessary pipes, poles and appurtenances, together with the right at all times to enter said premises for the purpose of inspecting said utility lines and making all necessary repairs and alterations thereon; together with the right to cut away and keep clear of said utility lines, all trees and other obstructions that may in any way endanger or interfere with the proper maintenance and operation of the same with the right at all times of ingress, egress and regress. The underlying fee owner shall have the right to continue to use the Permanent Utility Easement area(s) in any manner and for any purpose, including but not limited to the use of said area for access, ingress, egress, and parking, that does not, in the determination of the Department, obstruct or materially impair the actual use of the easement area(s) by the Department of Transportation, its agents, assigns, and contractors.

It is understood and agreed that the Department shall have the right to construct and maintain the cut and/or fill slopes in the above-described permanent utility easement area(s). It is further understood and agreed that Permanent Utility Easement shall be used by the Department for additional working area during the above described project.

IN ADDITION, and for the aforesaid consideration, the GRANTORS further hereby convey to the DEPARTMENT, its successors and assigns the following described areas and interests:

Temporary Construction Easement described as follows:

Area One:

Point of beginning being S 10°49'19.0" E, 127.489 feet from -Y- Sta 22+00 thence along a curve 40.097 feet and having a radius of 601.718 feet. The chord of said curve being on a bearing of S 6°28'36.0" W, a distance of 40.090 feet thence to a point on a bearing of S 87°21'29.1" E 6.886 feet thence to a point on a bearing of N 11°1'6.6" E 34.057 feet thence to a point on a bearing of S 83°57'5.2" E 19.000 feet thence to a point on a bearing of N 1°19'19.8" W 7.454 feet thence to a point on a bearing of N 87°21'29.1" W 27.617 feet returning to the point and place of beginning.

Area Two:

Point of beginning being N 47°6'40.8" E, 340.637 feet from -Y- Sta 22+00 thence along a curve 35.250 feet and having a radius of 527.373 feet. The chord of said curve being on a bearing of S 55°4'26.4" W, a distance of 35.244 feet thence to a point on a bearing of S 36°24'15.1" E 16.719 feet thence to a point on a bearing of N 82°45'31.9" E 23.307 feet thence to a point on a bearing of N 52°35'48.7" E 69.664 feet thence to a point on a bearing of N 36°24'15.1" W 22.705 feet thence to a point on a bearing of S 56°59'19.9" W 54.871 feet returning to the point and place of beginning.

Area Three:

Point of beginning being N 46°11'47.2" E, 305.772 feet from -Y- Sta 22+00 thence along a curve 80.252 feet and having a radius of 527.373 feet. The chord of said curve being on a bearing of S 48°47'59.0" W, a distance of 80.176 feet thence along a curve 46.254 feet and having a radius of 510.816 feet. The chord of said curve being on a bearing of S 41°50'46.6" W, a distance of 46.238 feet thence along a curve 171.415 feet and having a radius of 466.428 feet. The chord of said curve being on a bearing of S 28°43'26.2" W, a distance of 170.452 feet thence along a curve 103.024 feet and having a radius of 601.718 feet. The chord of said curve being on a bearing of S 13°17'26.4" W, a distance of 102.898 feet thence to a point on a bearing of S 87°21'29.1" E 27.617 feet thence to a point on a bearing of N 1°19'19.8" W 61.976 feet thence to a point on a bearing of N 17°54'41.7" E 87.880 feet thence to a point on a bearing of N 32°20'25.2" E 116.788 feet thence to a point on a bearing of N 46°31'49.5" E 115.915 feet thence to a point on a bearing of N 82°45'31.9" E 6.999 feet thence to a point on a bearing of N 36°24'15.1" W 16.719 feet returning to the point and place of beginning.

It is understood and agreed that the Department shall have the right to construct and maintain the cut and/or fill slopes in the above described area(s) until such time that the property owners alter the adjacent lands in such a manner that the lateral support of the cut and/or fill slopes are no longer needed. Any additional construction areas lying beyond the beyond the right of way limits and beyond any permanent easement areas will terminate upon completion of the project. The underlying fee owner shall have the right to continue to use the Temporary Easement area(s) in any manner and for any purpose, including but not limited to the use of said area for access, ingress, egress, and parking, that does not, in the determination of the Department, obstruct or materially impair the actual use of the easement area(s) by the Department of Transportation, its agents, assigns, and contractors.

COUNTY: Cumberland WBS ELEMENT: 39073.2.1 TIP/PARCEL NO.: U-4709 058

This easement is subject to the following provisions only:

The undersigned property owners request that the Department enter upon our lands outside the right of way to the extent necessary for the reconnection of our driveway and we will have no further claim as a result of said reconnection.

There are no conditions to this EASEMENT not expressed herein.

To HAVE AND TO HOLD said perpetual easement for highway purposes unto the DEPARTMENT, its successors and assigns, and the GRANTORS, for themselves, their heirs, successors, executors and assigns, hereby warrant and covenant that they are the sole owners of the property; that they solely have the right to grant the easement; and that they will forever warrant and defend title to the same against the lawful claims of all persons whomsoever;

The Grantors acknowledge that the project plans for Project # 39073.2.1 have been made available to them. The Grantors further acknowledge that the consideration stated herein is full and just compensation pursuant to Article 9, Chapter 136 of the North Carolina General Statutes for the acquisition of the said interests and areas by the Department of Transportation and for any and all damages to the value of their remaining property; for any and all claims for interest and costs; for any and all damages caused by the acquisition for the construction of Department of Transportation Project # 39073.2.1

Cumberland County; and for the past and future use of said areas by the Department of Transportation, its successors and assigns for all purposes for which the said Department is authorized by law to subject the same.

COUNTY: Cumberland WBS ELEMENT: 39073.2.1 TIP/PARCEL NO.: U-4709 058

IN WITNESS WHEREOF, GRANTOR, pursuant to a resolution dated _____, has caused this instrument to be signed in its corporate name by its CHAIRMAN OF THE CUMBERLAND COUNTY BOARD OF COMMISSIONERS, its corporate seal hereto affixed, and attested by its CLERK OF THE CUMBERLAND COUNTY BOARD OF COMMISSIONERS, by order of the CUMBERLAND COUNTY COMMISSIONERS, this the day and year first above written.

CUMBERLAND COUNTY, NORTH CAROLINA

(CORPORATE SEAL)

BY: _____ (SEAL)

Chairman of County Board of Commissioners

ATTEST: _____

Clerk of County Board of Commissioners

ACCEPTED FOR THE DEPARTMENT OF TRANSPORTATION BY:

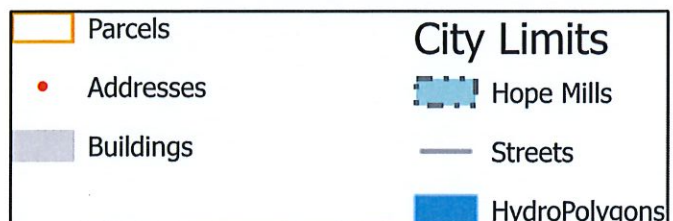
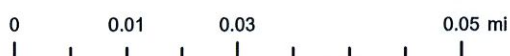
(Official Seal)	North Carolina, _____ County
	I, _____, a Notary Public for _____ County, North Carolina, certify that
	_____ personally came before me this day and acknowledged that he/she is the CLERK of the _____ COUNTY BOARD OF COMMISSIONERS, and that
	by authority duly given, the foregoing instrument was signed in its name by its CHAIRMAN of the _____ COUNTY BOARD OF COMMISSIONERS, sealed with its corporate seal, and attested by _____ as its CLERK.
	Witness my hand and official seal this the _____ day of _____, 20 <u>23</u> .
	_____ Notary Public
	My commission expires: _____



Current Time: 4/4/2023 12:41 PM



THE COUNTY OF CUMBERLAND AND ITS GIS DEPARTMENT
DISCLAIMS ACCOUNTABILITY FOR THIS PRODUCT AND MAKES NO
WARRANTY EXPRESSED OR IMPLIED CONCERNING THE ACCURACY
THEREOF. RESPONSIBILITY FOR INTERPRETATION OF THIS
PRODUCT LIES WITH THE USER.





ENGINEERING AND INFRASTRUCTURE DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF APRIL 17, 2023

TO: BOARD OF COUNTY COMMISSIONERS

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

DATE: 4/11/2023

**SUBJECT: CONSTRUCTION MANAGER AT RISK RECOMMENDATION FOR
CROWN EVENT CENTER**

BACKGROUND

On January 4, 2023, Cumberland County advertised a Request for Qualifications for Professional Services in the form of a Construction Manager at Risk (CMaR) for the Crown Event Center Project. There were two Addenda issued, and the RFQ closed on February 10, 2023, with the County receiving five outstanding responses. After evaluation by the County's five-person Selection Committee, with input from OVG/Spectra, EwingCole and MBP, four firms were selected for shortlist interviews.

Shortlist interviews occurred on March 28th and 29th, 2023. Each firm was evaluated on a rubric focusing on Team roles and responsibilities; Communication plan; Relevant project experience of team members; Approach to construction in urban site; Approach to schedule management; Approach to local and MWBE participation; Approach to preconstruction and collaboration with EwingCole, the Project Architect; Consistency of team from preconstruction to construction and Approach to quality control.

From the four high-quality firms evaluated, the final rankings are below:

1. TA Loving/Metcon – 66.8/80
2. Barr&Barr – 65.4/80
3. Christman/DA Everett – 58.4/80
4. Samet/McFarland – 54.2/80

RECOMMENDATION / PROPOSED ACTION

This item was presented at the April 4, 2023, Crown Event Center Committee and April 11, 2023, Board of Commissioners Agenda Session. Both the Committee and Board unanimously voted to accept the recommendation to hire TA Loving/Metcon to serve as the Construction Manager at Risk for the Crown Event Center and move the recommendation forward to the April 17, 2023, Board of Commissioners Regular Session as a Consent Item.

ATTACHMENTS:

Description

CMaR Selection Presentation

Type

Backup Material

Crown Event Center Committee

Project Update

April 4, 2023

Agenda



Construction Manager at Risk (CMaR) Selection Process

CMaR Selection Process

2/10/23

- 5 CMaR RFQ responses received and reviewed by Selection Committee*

*Selection Committee:

Voting Members

Clarence Grier (Voting)

Brian Haney (Voting)

Vicki Evans (Voting)

Jermaine Walker (Voting)

Jonathan Butler (Voting)

3/28-3/29

- Selection Committee spent two days conducting interviews of 4 shortlisted firms

Non-Voting Members

MBP

OVG

EwingCole

4/4/23

- Crown Event Center Committee to review the recommended ranking and finalize recommendation on CMaR selection to be presented to the Board

4/11/23

- Board to review the recommended CMaR and approve to move forward with negotiations for pre-construction contract

CMaR Shortlist Ranking

- The Selection Committee developed the following shortlist ranking
- Shortlisted firms were scored on the following criteria:

CMaR	Rank	Total Points (out of 80)
TA Loving / Metcon	1	66.8
Barr & Barr	2	65.4
Christman / DA Everett	3	58.4
Samet / McFarland	4	54.2

- Team roles and responsibilities, communication plan
- Relevant project experience of team members
- Approach to construction in urban site
- Approach to schedule management
- Approach to local and MWBE participation
- Approach to preconstruction and collaboration with EwingCole
- Consistency of team from preconstruction to construction
- Approach to quality control



Excerpts from TA Loving / Metcon Presentation

ABOUT OUR JV TEAM



Your Crown Event Building Partners

- 440+ employees combined
- Public venue experts
- Committed to local community and diversity
- Dedicated public outreach & workforce development
- Public CMaR expertise
- 90% revenue = CMaR



Projects



Employees

OUR TEAM

TA LOVING

metcon
BUILDINGS ■ INFRASTRUCTURE

\$300M+

IN PROJECTS AS A JV



MWBE & Local Participation

35%

MWBE GOAL

*County requires 15%

- ★ Local Participation
- ★ MWBE Participation
- ★ Veteran Participation



- Identify and target local MWBE contractors
- Enable MWBE contractors to develop and expand
- Ensure that all MWBE seek NC HUB Certification (SWUC)
- Serve as an advocate throughout the project

PROJECT NAME	HUB %
FSU Renaissance Hall	39%
George Street Residence Hall	50%
Chidley Residence Hall	50%
Lawson Residence Hall	50%
FSU Student Center	45%

TIGHT SITE LOGISTICS

TA LOVING

metcon
BUILDINGS ■ INFRASTRUCTURE



UNC Roper Hall, Medical Education Building

MAJOR CMaR – SOUTHEASTERN NC EXPERIENCE





OFFICE OF THE TAX ADMINISTRATOR

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF APRIL 17, 2023

TO: BOARD OF COUNTY COMMISSIONERS

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

DATE: 4/12/2023

**SUBJECT: CONTRACT WITH COUNTY TAX SERVICES, INC. FOR TAX
AUDITING SERVICES**

BACKGROUND

Cumberland County consists of approximately 9,000 businesses that currently file annual business personal property returns for ad valorem property taxation and 980 businesses that file gross receipt returns.

NCGS 105-312 (b) "Duty to Discover and Assess Unlisted Property" states "It shall be the duty of the assessor to see that all property not properly listed during the regular listing period be listed, assessed and taxed..." In order to comply with the statute, Cumberland County Tax Administration has developed a compliance verification and education program to ensure taxpayers are filing their business listings and gross receipt returns timely and correctly.

The current contract with our third-party vendor, County Tax Services, Inc is set to end June 30, 2023. In compliance with the County's Purchasing Policy, a Request for Proposals (RFP) was issued.

In accordance with N.C.G.S. § 105-289, the NC Department of Revenue maintains a list of qualified firms, of which 5 firms are listed. Four firms responded with proposals, of which 3 were listed by NCDOR. In the past, Cumberland County has employed two of the four responding firms and has valuable insight into their capabilities and performance.

A thorough review of the submitted proposals was conducted, and the ranking determined per the scoring grids attached. There were 4 submissions: County Tax Service Inc (CTSI), Evans and Associates (E&A), Reason Consulting, and Tax Management Associates (TMA).

The final scores were as follows:

County Tax Services Inc	283
Tax Management Associates	228
Evans and Associates Consulting	167
Reason Consulting	91

RECOMMENDATION / PROPOSED ACTION

At the April 11, 2023, Agenda Session meeting, the Board of Commissioners approved placing the proposed action below on the Consent Agenda for the April 17, 2023, Board of Commissioners' Meeting:

Approval of the contract with County Tax Services Inc. (CTSI) to conduct auditing services for Cumberland County in support of their business listing and gross receipts returns compliance program.

ATTACHMENTS:

Description	Type
RFP #23-23 TD, Request for Proposals	Backup Material
Vendor Score Sheets	Backup Material



Tax Administration

RFP #23-23-TD - Business Personal Property/Gross Receipts Auditing and Audit Appeal Services

Date of Issue: February 13, 2023

Deadline for Questions: February 22, 2023, at 12:00 pm (EST)

Proposal Due Date: March 8, 2023, at 12:00 pm (EST)

Direct all inquiries concerning this RFP to:

Joseph R. Utley, Jr.

Cumberland County Tax Administrator

Email: jutley@cumberlandcountync.gov

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

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1.0 PURPOSE AND BACKGROUND

The Cumberland County Tax Department is seeking proposals from interested professionals and qualified companies to conduct Business Personal Property and Gross Receipts Audit Services, in compliance with the regulations of the State of North Carolina. The purpose of this audit program is to verify the accuracy of reported information contained within the Business Personal Property Listing Forms and Gross Receipts Tax Returns for a select number of accounts per assignment. The information contained herein outlines the intent and scope of this RFP and the guidelines governing the submission and evaluation of all proposals.

2.0 PROPOSAL INSTRUCTIONS & REQUIREMENTS

2.1 REQUEST FOR PROPOSAL DOCUMENT

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

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

2.2 PROPOSAL SUBMITTAL

Bidders may submit a bid electronically or by hardcopy.

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

Mailing address for delivery of proposal via US Postal Service	Office Address of delivery by any other method (special delivery, overnight, or any other carrier)
<p>PROPOSAL TITLE:</p> <p>RFP #23-23-TD Business Personal Property/Gross Receipts Auditing and Audit Appeal Services</p> <p>Cumberland County Tax Administration Attn: Joseph R. Utley, Jr. PO Box 449 Fayetteville, NC 28302</p>	<p>PROPOSAL TITLE:</p> <p>RFP #23-23-TD Business Personal Property/Gross Receipts Auditing and Audit Appeal Services</p> <p>Cumberland County Tax Administration Attn: Joseph R. Utley, Jr. 117 Dick Street, Room 530 Fayetteville, NC 28301</p>
Email address for delivery of proposal electronically	
<p>SUBJECT LINE: RFP #23-23-TD Business Personal Property/Gross Receipts Auditing and Audit Appeal Services</p> <p>Email to: Jutley@cumberlandcountync.gov</p>	

IMPORTANT NOTE: All proposals shall be physically delivered to the office address listed above on **or before Wednesday, March 8, 2023, at 12:00 PM per the clock in the Tax Department** or if submitting electronically received by the email address listed above on or before the proposal deadline regardless of the method of delivery. All risk of late arrival due to unanticipated delay—whether delivered by email, hand, U.S. Postal Service, courier, or other delivery service is entirely on the vendor. It is the sole responsibility of the vendor to have the proposal to the County department specified by the specified time and date of opening. Any proposal received after the proposal submission deadline will be rejected.

If submitting proposal by mail or hand carry, your proposal must be clearly marked with: (1) Vendor name; (2) the RFP number; and (3) the due date. Address the package(s) for delivery as shown in the table above. Proposals will be subject to rejection unless submitted with the information above included on the outside of the proposal package.

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

2.3 PROPOSAL QUESTIONS

Written questions shall be emailed to **Joseph R. Utley, Jr., Cumberland County Tax Administrator, email: Jutlev@cumberlandcountync.gov by 12:00 PM (EST) on Wednesday, February 22, 2023.** Vendors should enter **“RFP #23-23-TD Business Personal Property/Gross Receipts Auditing and Audit Appeal Services Questions”** as the subject for the email. **Questions will not be answered by phone.** Questions submittals should include a reference to the applicable RFP section.

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

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

2.4 RFP TERMS & CONDITIONS

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

Questions, issues, or exceptions regarding any term, condition, or other component within this RFP, those must be submitted as questions in accordance with the instructions in Section 2.3 PROPOSAL QUESTIONS. Vendor’s proposal shall constitute a firm offer.

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

3.0 NOTICES TO VENDOR

3.1 PROHIBITED COMMUNICATIONS AND CONFIDENTIALITY

PROHIBITED COMMUNICATION: Each vendor submitting a proposal, including its representatives, subcontractors, and suppliers, is prohibited from having any communication with any employees or members of the board of commissioners of the County except those employees of the County's Finance Department as designated in this RFP. A vendor who does not comply with this provision may be disqualified from award of a contract.

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

3.2 PROPOSAL COMPLIANCE

It is in the best interest of vendors to submit proposals that are clear, concise, and easily understood. Proposals should provide information essential for a straightforward and concise description of vendor capabilities to satisfy the requirements of the RFP specifications.

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

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

The specifications included in this package describe the services that the County feels are necessary to meet the performance requirements of this RFP and shall be considered the minimum standards expected of the Proposer. However, the specifications are not intended to exclude potential bidders.

If the vendor is unable to meet any of the specifications as outlined therein, vendors are advised to submit questions and concerns regarding the specifications during the question-and-answer period described in Section 2.3. PROPOSAL QUESTIONS.

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

The County further reserves the right to determine the acceptability or unacceptability of any and all alternatives or deviations.

3.3 PROPOSAL EVALUATION PROCESS

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

The County reserves the right to reject all proposals.

3.4 EVALUATION CRITERIA

All qualified proposals will be evaluated, and award made based on considering the following criteria to result in an award most advantageous to the County.

The proposal will be the primary source of information used in the evaluation process. The proposal must contain information specifically related to the proposed services requested in this RFP. Failure of any firm to submit information requested may result in the elimination of the proposal from future evaluation. Below is the criteria that will be considered in the evaluation:

- a. **Technical Approach:** Evaluation of the overall understanding of the scope of work for the proposed project; completeness, adequacy, and responsiveness to the required information of the request for proposals.
- b. **Qualifications and Experience:** Proposers will be evaluated based on their qualifications and experience in performing the requested Business Personal Property/Gross Receipts Auditing and Audit Appeal Services including past performance on Cumberland County projects or other projects of similar nature and complexity as the proposed project; evaluation of client references whether included in the proposal response or not; overall responsiveness to County's needs.
- c. **Financial Results, Rate of Return:** Proposers will be evaluated based on Financial Returns and Success Rates as defined in the RFP's Vendor Proposal Requirements.
- d. **Cost:** Cost shall be considered but need not be the sole determining factor.

3.5 METHOD OF AWARD

RFP will be awarded based on best overall value method of award.

The County reserves the right to make separate awards to different vendors, to not award, or to cancel this RFP in its entirety without awarding a contract, if it is considered to be most advantageous to the County to do so.

4.0 SCOPE OF WORK AND PROPOSAL SUBMISSION

There are approximately 8,997 businesses that currently file annual business personal property returns for ad valorem property taxation and 980 businesses that file gross receipt returns. These businesses range from small establishments with minimal personal property value to very large commercial and industrial facilities with significant property.

4.1 SCOPE OF WORK

It is a requirement that the proposing firm be registered with the North Carolina Department of Revenue as a firm with expertise in auditing services being fully qualified to carry out such duties as this RFP requires; and file annually a report with the Department of Revenue setting forth certain information as outlined in N.C.G.S 105-289. Any firms not meeting this requirement will be disqualified.

The selected audit firm will be required to perform, under the Tax Administrator and Assessment Audit Division Manager's direction, at least the following tasks and services:

- A. Audits may be assigned as a large block of accounts at the beginning of each contract year. This will allow the auditing firm the flexibility to schedule the audits accordingly and best utilize its' manpower and resources. However, all audits assigned must be scheduled to allow for completion prior to the end of each contract year ending on June 30. Audits should be completed, and results submitted to Tax Administrator within ninety (90) days from date scheduled by the auditing firm. Exceptions must be submitted in writing to the Tax Administrator and Assessment Audit Division Manager for approval.
- B. Audits shall be conducted on business personal property and gross receipts accounts to ensure complete and accurate reporting. These services will include the examination of taxpayer's Business Personal Property Listing and Gross Receipts Tax Returns and all supporting documents. The audit will confirm all business personal property fixed assets, including machinery and equipment, furniture and fixtures, computers, leasehold improvements, supplies, and leased equipment are reported consistently with the regulations in effect for the year in which the assets are being reported. The audits on gross receipts accounts will confirm all sales are being reported correctly for the month being reported.
- C. Audits shall be conducted for business personal property report filings with Cumberland County Tax Administration for the current and five (5) prior years per NCGS 105.312. Audits shall be conducted for gross receipts tax returns filed with Cumberland County Tax Administration for the last three (3) prior years per the North Carolina Sales and Use Tax guidelines.
- D. The County will make available to the audit firm legible Business Personal Property and Gross Receipts Tax Listings for the purpose of audit firm making copies.
- E. The auditing firm will be responsible for preparing the audit introduction letter for each account in audit assignment. All letters regarding the audit will be prepared in an electronic format using standard form letters approved by the Tax Administrator and forwarded to Cumberland County Tax Administration for printing and mailing.
- F. The auditing firm will be responsible for scheduling appointments with the taxpayer and/or their agents and must be confirmed in written correspondence prepared in duplicate by the audit firm and signed by the Tax Administrator.
- G. Audit work may be performed at the normal offices for vendor's staff or may require that they travel to the taxpayer's Cumberland County location to conduct audit and physical inspection of the selected taxpayer's business location that will include a visual inventory of the real and personal property. If the taxpayer's records are maintained at a location outside Cumberland County, the auditing firm will make every effort to have the records, or certifiable copies, available at the Cumberland County location at time of the inspection.
- H. The auditing firm shall conduct an in-depth review of all accounting records reflecting assets owned by business taxpayers including both real and personal property. Upon completion of each audit, the auditing firm will deliver to the Tax Administrator a written report of each account summarizing the procedures used in conducting the audit, and the results. All valuations will be determined by the application of the County's appraisal methodology adopted and employed for the current and prior years. The audit report shall be completed in such detail as may be necessary to adequately reflect the audit findings including, but not limited to, a summary of non-reported property, understatements in listings, over listings, etc. The audit report must be furnished to the Tax Administrator for review and approval prior to further contact being made with the taxpayer.
- I. Upon County approval of the audit, the auditing firm must be able to prepare a discovery letter pursuant to G.S. §105-312, or a compliance letter (no Discovery), on County letterhead, together with a copy of the work papers, for the Tax Administrator's signature and mailing to the taxpayer.

- J. The auditing firm shall prepare all necessary correspondence regarding the audit in an electronic format using standard form letters approved by the Tax Administrator applicable to the services provided will be forwarded to Cumberland County Tax Administration for printing and mailing. All written correspondence to taxpayers must be on Cumberland County stationary and signed by the Tax Administrator.
- K. The auditing firm may assist Cumberland County Tax Administration in the preparation of other correspondence to taxpayers as deemed necessary by the Tax Administrator or Assessment Audit Division Manager.
- L. If any audit performed by the auditing firm enters the appeal process, the auditor may be asked to participate in any discussions with the taxpayer seeking to resolve disputes or disagreements of the audit findings. Participation in such discussions is at the sole discretion of the Tax Administrator. The County will not be subject to any additional cost for auditor's time involved in the appeal process unless otherwise agreed to by the County. No employee of the audit firm shall attempt to negotiate valuation disputes unless authorized by the Tax Administrator.
- M. The auditing firm may be asked to serve as a witness in any formal administrative or judicial hearing in connection with the appeal of any audit. Participation is at the sole discretion of the Tax Administrator.
- N. The County will inform the auditing firm if any of the ongoing audits enter the appeals process or if any taxpayer sends County any additional information that may be vital to the audit.
- O. The audit firm shall prepare and submit, monthly detailed progress reports for "Audits – Outstanding" and "Audits – Completed". The "Audits – Outstanding" report should include, but not limited to, the following items: taxpayer's name, account number, location address, contact name and phone number, date assigned, audit issues, findings, and outstanding issues. The "Audits – Completed" report should include all the above with the additional of final assessment. Please include suggested examples with your proposal.
- P. The auditing firm must agree to allow County personnel to accompany the auditor on any local audits to assist in training for ongoing audit activities.
- Q. The auditing firm must not require that a contract with the Cumberland County Tax Administration be exclusive for account auditing services.
- R. The auditing firm must provide the North Carolina Department of Revenue with the proper statement of confidentiality as required under the provisions of NCGS 105-289 and 105-299 for personnel of the audit firm.
- S. An audit shall be deemed completed when the County is notified of the audit results and a final audit correspondence (discovery notice) is provided to the County to be signed and mailed to the Account Owner. In connection with the determination of fees and expenses as provided herein, the Vendor shall maintain records with sufficient detail as may be required by the County for verification.
- T. The auditing firm may also be asked to assist the Tax Administrator in the development of an aggressive program for discovery of new and previously unreported taxpayers. This plan should be described in the "*Technical Approach*" section A under 4.2 *Vendor's Proposal Requirements* and pricing should be included in the "*Cost Proposal*" section B under 4.2 *Vendor's Proposal Requirements* below.

4.2 VENDOR'S PROPOSAL REQUIREMENTS

The vendor's proposal must include the required information below. Proposals shall be tabbed, using the titles identified in this section, to identify the required information. Tabs must be in the same order as listed below. Failure to submit this information may render its proposal non-responsive. **Vendors are urged and cautioned to read the notices in**

Section 3.1. Noncompliance with the confidentiality requirements will result in a proposal being considered nonresponsive.

A. TECHNICAL APPROACH

Vendor's proposal shall include, in narrative, outline, and/or graph form the vendor's approach to accomplishing the tasks outlined in the Scope of Work section of this RFP. A description of each task and deliverable and the schedule for accomplishing each shall be included for the following:

1. Audit Work Plan – Detail the proposed audit plan and list the significant tasks, methodologies, and responsibilities in order of completion. Please include information on suggested scheduling or audit calendars and expected number of accounts that could be audited. Please provide examples of management reports and sample correspondence to be used with Cumberland County taxpayers.
2. Discovery Program – Describe in detail any proposed program to assist Tax Administration in locating new and unreported businesses located in Cumberland County.
3. Staffing Plan – Provide the resumes of persons who will be assigned to this contract for project auditing, project management, and executive management. Please include the availability and time commitment for staffing assigned to this contract. Indicate if plans for any proposed additional staffing. (Due to concerns of confidentiality, no subcontracting will be considered.)
4. County Support – Provide estimates of resources to be provided by Cumberland County to include, but not limited to, space, equipment, administrative and clerical support, and management.

B. QUALIFICATIONS AND EXPERIENCE

In its Proposal, vendor shall demonstrate experience with public and/or private sector clients with similar or greater size and complexity to the County of Cumberland. Vendor shall provide the following information as to the qualifications and experience of all executives, managerial, legal, and professional personnel to be assigned to this project:

1. Please describe any work experience or projects contracted for Cumberland County. Describe all projects related or unrelated to tax; and fully disclose positive or negative contractual or payment issues.
2. Include resumes of key personnel to be assigned to this project.
3. Cumberland County encourages training programs on the subject matter of this RFP for our internal staff. Please describe how your firm can provide on-the-job training to designated County employees as to all aspects of tax compliance verification.
4. Must show past performances regarding Discovery Appeal Outcomes for accounts in N.C. over the previous five (5) years.
5. Must show experience working in Large North Carolina Jurisdictions for auditing services over the past five (5) years.
6. Must include desired Minimum Amounts Assigned to be interested in consideration of bid.
7. Must include capacity regarding Maximum Amounts of Audit Services available to be rendered.
8. Cumberland County prefers a firm with the provision of, on an as-needed basis, representation and/or testimony on behalf of the Tax Administrator's Office as an expert witness during appeals and/or litigation. Please provide a statement if you can provide this service for Cumberland County and any staff qualifications as expert witnesses. (Defense of audit findings shall include personal appearances at meetings with taxpayers or their

representatives, and providing testimony and evidence at all hearings before the County Tax Administrator, Board of Equalization and Review, N.C. Property Tax Commission, and any other appeal level concerning information identified in an audit performed by the Contractor.)

9. Security measures – how is your facility prepared to handle information that may include sensitive or confidential taxpayer information?
10. Bidder may include additional services that may be of assistance to the county tax program. Please include details and samples of finished products to be delivered to the Tax Administrator.

C. FINANCIAL RESULTS, RATE OF RETURN

Must show Rate of Return for audited accounts in N.C. over the previous five (5) years. If work was completed in Cumberland County, please state Rate of Return in Cumberland County over the previous five (5) years as well.

D. COST

Must provide Fee Schedule Grid for fees based on initial business personal property account valuations. Vendors may submit fees by completing the chart in **Attachment C** or offer an alternative fee schedule based on the requirements detailed within the RFP (approximately 8,997 active accounts). Please include details on vendor's guidelines and fees for audits voided by the County.

Must provide flat fee amount for Gross Receipts audits (approximately 980 active accounts) on the chart in **Attachment C** or offer an alternative fee schedule based on the requirements detailed within the RFP. Please include details on vendor's guidelines and fees for audits voided by the County.

Cost must be submitted using **Attachment C Proposal Cost**. Cost shall be all inclusive. **Exclude all sales tax from your proposal**. If discount is available for prompt payment, identify terms so it may be considered in analyzing proposal.

E. REFERENCES

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

COMPANY NAME	CONTACT NAME	TELEPHONE NUMBER	EMAIL ADDRESS

5.0 CONTRACT TERMS AND CONDITIONS

5.1 IRAN DIVESTMENT ACT

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

5.2 E-VERIFY

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

5.3 DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL

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

5.4 CONTRACT CHANGES

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

5.5 CONTRACT TERM

The Contract shall have an initial term of two (2) years, beginning on the date of contract award (the "Effective Date"). The CONTRACTOR shall begin work under the Contract within one (1) business day of the Effective Date.

At the end of the Contract's current term, the COUNTY shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to a total of two additional one-year terms.

5.6 PRICING

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

5.7 INVOICES

a) Invoices must be submitted to the following address:

Cumberland County Tax Administration
Attn: Joseph R. Utley, Jr.
PO Box 449
Fayetteville, NC 28302

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

5.8 PAYMENT TERMS

The VENDOR will be paid net thirty (30) calendar days after the VENDOR'S invoice is approved by the COUNTY.

5.9 APPROPRIATION OF FUNDS

The parties intend that contractual performances by either party beyond the first fiscal year after the execution of this agreement be contingent upon the continued funding and appropriation by the County Board of Commissioners. Therefore, the parties agree that services provided and payment due under this agreement will be provided upon a year-to-year basis contingent upon continued funding and appropriation. The fiscal year for Cumberland County begins on July 1 and ends June 30th.

5.10 FINANCIAL STABILITY

VENDOR warrants that it has the financial capacity to perform and to continue perform its obligations under the contract; that VENDOR has no constructive or actual knowledge of an actual or potential legal proceeding being brought against

VENDOR that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

5.11 INSURANCE:

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

5.12 GENERAL INDEMNITY

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

5.13 ENTIRE CONTRACT

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

5.14 CONTRACT CANCELLATION

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

5.15 LAWS AND ORDINANCES

The contract will be governed by North Carolina law.

5.16 COMPLIANCE WITH LAWS

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

5.17 VENDOR REPRESENTATIONS

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

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

VENDOR certifies that it has not previously or currently:

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

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

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

Attachments to this RFP begin on the next page.

ATTACHMENT A: INSTRUCTIONS TO VENDORS

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

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

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

The vendor shall be fully responsible and accountable to the County for the acts and omissions of its subcontractors, and of persons directly or indirectly employed by him.
12. **INSPECTION AT VENDOR'S SITE:** The County reserves the right to inspect, at a reasonable time, the

equipment/item, plant or other facilities of a prospective vendor prior to Contract award, and during the Contract term as necessary for the County determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the Contract.

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

This Space is Intentionally Left Blank

ATTACHMENT B: EXECUTION OF PROPOSAL

EXECUTION

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

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

- _____ The County has the right to reject any and all proposals or reject specific proposals with deviated/omitted information, based on the County's discretion if the omitted information is considered a minor deviation or omission. The County will not contact vendors to request required information/documentation that is missing from a proposal packet. Additionally, if the County determines it is in its best interest to do so, the County reserves the right to award to one or more vendors and/or to award only a part of the services specified in the RFP.
- _____ This proposal was signed by an authorized representative of the Vendor.
- _____ The potential Vendor has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.
- _____ All labor costs associated with this project have been determined, including all direct and indirect costs.
- _____ The potential Vendor agrees to the conditions as set forth in this RFP with no exceptions.
- _____ Selection of a contract represents a preliminary determination as to the qualifications of the vendor. Vendor understands and agrees that no legally binding acceptance offer occurs until the Cumberland County Board of Commissioners, or its designee, executes a formal contract and/or purchase order.

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

Failure to complete, execute/sign (E-signature or handwritten) proposal prior to submittal shall render the proposal invalid and it WILL BE REJECTED.

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

ATTACHMENT C: PROPOSAL COST

The following breakdown by account class must be used for pricing when submitting proposals in response to this Request for Proposals offered by Cumberland County Tax Administration. All fees must be expressed as a per audit fixed-fee basis to include all travel, meetings, related expenses, profit and overhead.

Business Personal Property Accounts

Valuation Range	Account Class	Number of Accounts	Vendor's Audit Fee
\$0.00 - \$49,999	A	6659	\$
\$50,000 - \$399,000	B	1843	\$
\$400,000 - \$999,999	C	308	\$
\$1,000,000 - \$4,999,999	D	162	\$
\$5,000,000 - \$19,999,999	E	17	\$
\$20,000,000 & Over	F	8	\$
Gross Receipts Audits (Flat Fee)	N/A	980	\$
Voided Audits	N/A	N/A	\$
Discovery Program – Please describe the fee structure for any discovery programs as outlined in 4.2 <i>Vendor's Proposal Requirements, Section A "Technical Approach" Item 2 – Discovery Program.</i>			\$
Other Services Offered – If your firm offers any other services, unique billing plans, or discounts not listed above, please describe in detail.			\$
Administrative/Clerical Staff Hourly Billing Rates:			\$

Name (typed or printed) _____ Title _____

Signature _____ Date _____

Name of Firm _____

ATTACHMENT D: CERTIFICATION OF FINANCIAL CONDITION

Name of Vendor: _____

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

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

Date of latest audit: _____

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

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

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

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

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

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

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

Signature

Date

Printed Name

Title

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

Vendor		County Tax Services Inc							
		Joe	Amy	Jennifer	Linda	Kelly			
Is the Response on time?	Yes or No	Yes	Yes	Yes	Yes	Yes			
Did the Respondent reply to all parts of the RFP?	Yes or No	Yes	Yes	Yes	Yes	Yes			
Are the References included?	Yes or No	Yes	Yes	Yes	Yes	Yes			
Please rate each of the items below from 1 to 10 (with 10 being the highest using the following protocol). Give the best respondent a 10, 2nd best an 8, 3rd best a 6. In the case of a true tie, you can use the same number more than once; however, when possible try to differentiate scoring when you can. Vendor must score 190 to be considered									
Paragraph 2 Vendor Response Requirements							Qualification and Experience	Financial Results, Rate of Return - inside NC	Price
Joe							10	9	7
Amy							10	10	8
Jennifer/Linda/Kelly (combined total)							10	10	8
Total Weight Factor							5	3	2
Max Potential Raw Score							50	50	50
Max Potential Weighted Points									
Total Score						283	150	87	46
**NOTES: Please list areas you feel are highly beneficial, highly deficient, or areas you feel should affect the outcome that is not reflected in the other scoring.									
1	CTSI only contracts with North Carolina counties so their staff is focused on laws and guidelines within the state; they strictly follow the NC General Statutes regarding taxation. With CTSI only contracting with North Carolina counties, their philosophy is that they are an extension of Cumberland County; meaning they work for the county and the county is in control of the compliance program. They are registered with NC Department of Revenue and is a Woman Owned Business. They have a significantly higher discovery rate in comparison to the other firms.								
2	CTSI has worked with Cumberland County since 2010; therefore, they are extremely knowledgeable of the county's views and practices on taxation. They have an established rapport with taxpayers and have built strong working relationships with many of the CPA firms as well as staff in Tax Administration. The quality of the work submitted to the county is impeccable and they keep the county informed of audit progress to help ensure consistency, equity, and fairness. They are always looking for ways to make audit processes more efficient. They currently utilize Sharefile, which is an electronic way for all audit correspondence to be uploaded securely. This allows staff immediate access and also eliminates added cost for postage and envelopes.								
3	The auditing fee for CTSI has increased on one of the account sizes; however is lower with some of the other account sizes. In addition to reviewing the pricing for auditing the business personal property accounts, also took into consideration the pricing for the discovery program. The current audit program is only auditing business accounts that report their assets each year; which results in the unreported business accounts never being reviewed. With so many new businesses opening and not reporting their property each year, the tax office would be able to incorporate discovering unlisted businesses into the audit program and get those accounts on the tax records as well. CTSI will discover unlisted businesses for \$100 per account compared to another vendor at \$250. They do not require a large fee up front for a specified number of accounts and the fee remains the same regardless of how many unlisted businesses are discovered. The audit program needs to be expanded to reach unreported businesses as well as businesses that report each year.								
4	CTSI desires at least a minimum of 400 accounts or the number of accounts that equate to the budget for the fiscal year. Their suggested scheduling/processing for the 23/24 fiscal year is mailing combo/introduction letters in batches each week to help space out information coming in for each audit. This method will allow approximately 40 reviews a month to be completed. As long as all information is received within the requested timeframe, approximately 480 audits can be completed in a year.								
Reference Notes									
All data is received securely through Sharefile to include all audit correspondence and progress on the audit assignment. They offer assistance with discoveries of non-listed businesses. They are very knowledgeable and always professional. They request a minimum of 400 accounts.									

Vendor		Tax Management Associates							
		Joe	Amy	Jennifer	Linda	Kelly			
Is the Response on time?	Yes or No	Yes	Yes	Yes	Yes	Yes			
Did the Respondent reply to all parts of the RFP?	Yes or No	Yes	Yes	Yes	Yes	Yes			
Are the References included?	Yes or No	Yes	Yes	Yes	Yes	Yes			
Please rate each of the items below from 1 to 10 (with 10 being the highest using the following protocol). Give the best respondent a 10, 2nd best an 8, 3rd best a 6. In the case of a true tie, you can use the same number more than once; however, when possible try to differentiate scoring when you can. Vendor must score 190 to be considered									
Paragraph 2 Vendor Response Requirements							Qualification and Experience	Financial Results, Rate of Return - inside NC	Price
Joe							8	6	7
Amy							8	8	7
Jennifer/Linda/Kelly (combined total)							8	8	7
Total Weight Factor							5	3	2
Max Potential Raw Score							50	50	50
Max Potential Weighted Points									
Total Score						228	120	66	42
**NOTES: Please list areas you feel are highly beneficial, highly deficient, or areas you feel should affect the outcome that is not reflected in the other scoring.									
1	TMA is a larger Company that contracts with multiple states. They are registered with NC Department of Revenue. They have a lower average discovery rate and a company philosophy that projections exceeding rates beyond 50% typically result in high volume appeals and conclude with a reduction on the initial audit value findings. This could indicate more leniency with the taxpayer's audit findings.								
2	TMA has worked with Cumberland County in the past. Based on our prior experience working with this auditing firm, when editing the audits, staff had numerous occasions where paperwork had to be returned to be corrected. This ended up taking more work and time on behalf of the County staff.								
3	The auditing fee for TMA is lower on one of the account sizes; however is higher with some of the other account sizes. In addition to reviewing the pricing for auditing the business personal property accounts, also took into consideration the pricing for the discovery program. The current audit program is only auditing business accounts that report their assets each year; which results in the unreported business accounts never being reviewed. With so many new businesses opening and not reporting their property each year, the tax office would be able to incorporate discovering unlisted businesses into the audit program and get those accounts on the tax records as well. TMA has a base price of \$25,000 including up to the first 100 discoveries and then it will be \$250 per discovery thereafter. This base fee of \$25,000 will be deducted from the overall budget, therefore decreasing the number of business accounts being reviewed. The \$25,000 is a flat fee TMA will be paid for with no guarantee on how many discoveries they will process.								
4	TMA has no minimal or maximum number of audits to be assigned. However, if assigned a minimum of 400 audits per year with an assessed value of \$50,000 and above, they will perform all audits with one flat rate. This isn't feasible as 74% of our businesses are less than \$50,000.								
Reference Notes									
They offer an external online portal that is available to provide real-time updates. Process for the audit work plan is very similar to the one we currently use. They have call centers to assist staff.									

Vendor		Evans and Associates Consulting							
		Joe	Amy	Jennifer	Linda	Kelly			
Is the Response on time?	Yes or No	Yes	Yes	Yes	Yes	Yes			
Did the Respondent reply to all parts of the RFP?	Yes or No	Yes	Yes	Yes	Yes	Yes			
Are the References included?	Yes or No	Yes	Yes	Yes	Yes	Yes			
Please rate each of the items below from 1 to 10 (with 10 being the highest using the following protocol). Give the best respondent a 10, 2nd best an 8, 3rd best a 6. In the case of a true tie, you can use the same number more than once; however, when possible try to differentiate scoring when you can. Vendor must score 190 to be considered									
Paragraph 2 Vendor Response Requirements							Qualification and Experience	Financial Results, Rate of Return - inside NC	Price
Joe							6	4	7
Amy							6	4	6
Jennifer/Linda/Kelly (combined total)							6	5	6
Total Weight Factor							5	3	2
Max Potential Raw Score							50	50	50
Max Potential Weighted Points									
Total Score						167	90	39	38
**NOTES: Please list areas you feel are highly beneficial, highly deficient, or areas you feel should affect the outcome that is not reflected in the other scoring.									
1	Preference of number of accounts to be provided. Contract should not be less than \$30,000 and the maximum number of accounts they want is between 50-60. Audit team would be able to complete 10 BPP/Gross Receipts audits a month. These numbers are too low for the program we have.								
2	Have not contracted with Cumberland County in the past.								
3	Low average discovery rate and their company philosophy is that smaller variances are immaterial; thereby, implying that the Company does not strictly follow the discovery statutes.								
4	The pricing for larger accounts (\$1,000,000 - \$20,000,000+) is significantly less than the other firms. Our accounts equal only 2.1% this size.								
Reference Notes									
Process is automated; less paper. They offer an online tool (EvalData) which is used to generate comparable business values in the absence of taxpayer information. Can									
subscribe to EvalData annually even if audit contract not awarded. They offer assistance with discoveries of non-listed businesses.									

Vendor		Reason Consulting							
		Joe	Amy	Jennifer	Linda	Kelly			
Is the Response on time?	Yes or No	Yes	Yes	Yes	Yes	Yes			
Did the Respondent reply to all parts of the RFP?	Yes or No	Yes	Yes	Yes	Yes	Yes			
Are the References included?	Yes or No	Yes	Yes	Yes	Yes	Yes			
<p>Please rate each of the items below from 1 to 10 (with 10 being the highest using the following protocol). Give the best respondent a 10, 2nd best an 8, 3rd best a 6. In the case of a true tie, you can use the same number more than once; however, when possible try to differentiate scoring when you can. Vendor must score 190 to be considered</p>									
Paragraph 2 Vendor Response Requirements							Qualification and Experience	Financial Results, Rate of Return - inside NC	Price
Joe							4	2	2
Amy							3	2	3
Jennifer/Linda/Kelly (combined total)							4	2	4
Total Weight Factor							5	3	2
Max Potential Raw Score							50	50	50
Max Potential Weighted Points									
Total Score						91	55	18	18
<p>**NOTES: Please list areas you feel are highly beneficial, highly deficient, or areas you feel should affect the outcome that is not reflected in the other scoring.</p>									
1	Not showing as registered with NC Department of Revenue, which is required per our RFP proposal page 6, Section 4.1 - Scope of Work. No prior contract with Cumberland County.								
2	Due to a contractual obligation with another entity, they are unable to offer audit services for business personal property. The RFP focused on auditing gross receipts and other services they provide. Not performing business audits defeats the purpose of the RFP - this is unacceptable.								
3	They offer "Audit Aware Case Manager" which serves as a platform for audits being worked. They offer "Audit Aware Digital Canvas" which is used to assist with discoveries of non-listed businesses. The technology they provide would be beneficial if they were able to offer auditing services for business personal property.								
4	Fees for gross receipt audits vary based on number of accounts assigned. They did not provide any discovery rates - states the discovery rate isn't important. Only sample letter provided was the initial gross receipt letter.								
Reference Notes									
Can accommodate any number of audits. They stated don't let the focus of the audit be financial benefits; see audit as success if taxpayer is reporting correctly.									



COMMUNITY DEVELOPMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF APRIL 17, 2023

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COMMUNITY DEVELOPMENT STAFF

DATE: 4/6/2023

SUBJECT: PUBLIC HEARING - COMMUNITY DEVELOPMENT PY 2023 ANNUAL ACTION PLAN (DRAFT)

BACKGROUND

Community Development is in the planning process for the Program Year 2023 Annual Action Plan. The Annual Action Plan is a required document that must be submitted to the U.S. Department of Housing and Urban Development (HUD) by May 15, 2023 in order to continue to receive annual entitlements of the Community Development Block Grant (CDBG) and Home Investment Partnerships Program (HOME) funds.

The Program Year 2023 Annual Action Plan includes information about how Community Development plans to use CDBG, HOME, and other funding sources to address the priority needs identified in the 2020-2024 Consolidated Plan. In addition, the plan identifies projects that will be undertaken during the period from July 1, 2023 through June 30, 2024. The Draft 2023 Annual Action Plan is available for a 30-day public review and comment period throughout Cumberland County from March 20, 2023 to April 17, 2023.

As part of following the citizen participation process, a public hearing must be held during the comment period. All comments received regarding the plan will be addressed by Community Development within 15 days of receipt and will be included in the final plan that will be submitted to HUD. After the public review period, the final copy of the plan will be submitted to the Board of Commissioners for approval to submit to HUD by the deadline.

RECOMMENDATION / PROPOSED ACTION

Community Development requests that the Board of County Commissioners hold a public hearing on the draft Program Year 2023 Annual Action Plan to offer input and comments, as well as to receive comments from the public. No other action is necessary.

ATTACHMENTS:

Description	Type
Community Development Program Year 2023 Annual Action Plan (Draft)	Backup Material
Community Development Program Year 2023 Annual Action Plan (Draft) Presentation	Backup Material

COMMUNITY DEVELOPMENT

PROGRAM YEAR 2023 ANNUAL ACTION PLAN

July 1, 2023 – June 30, 2024

**Job
Opportunity**
EMPLOYMENT



**CUMBERLAND
COUNTY**

NORTH CAROLINA

PUBLIC REVIEW PERIOD: MARCH 20, 2023 – APRIL 18, 2023

PUBLIC HEARING: APRIL 17, 2023 @ 6:45 P.M.

CUMBERLAND COUNTY COURTHOUSE, 117 DICK STREET, ROOM 118, FAYETTEVILLE

FINAL COPY AND ANY AMENDMENTS MADE TO THIS DOCUMENT MAY BE FOUND AT:
[HTTPS://WWW.CUMBERLANDCOUNTYNC.GOV/DEPARTMENTS/COMMUNITY-DEVELOPMENT-GROUP/COMMUNITY_DEVELOPMENT/PLANS-REPORTS](https://www.cumberlandcountync.gov/departments/community-development-group/community_development/plans-reports)

DRAFT2

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Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

Cumberland County, through the Community Development Department, serves as a grant administrator for entitlement funds awarded to the County from the United States Department of Housing and Urban Development (HUD). As required by HUD, Cumberland County is required to prepare a one-year action plan which describes the proposed projects that will be funded during the Program Year (PY) / Fiscal Year (FY). The Action Plan is also part of the 2020-2024 Consolidated Plan (5-Year Strategic Plan) which includes the priority needs and the goals and objectives Cumberland County plans to accomplish to meet the needs of the community during the five-year period. This Annual Action Plan represents the PY 2023 grant cycle and will be the third year of achieving the goals outlined in the Consolidated Plan. The grant cycle will begin July 1, 2023 and end June 30, 2024.

Cumberland County receives two HUD entitlement grants that are included in the Action Plan:

- Community Development Block Grant (CDBG): The purpose of the CDBG program is to develop viable urban communities by providing decent housing and a suitable living environment, and by expanding economic opportunities. Projects funded through this program must meet one of three National Objectives:
 - Benefit low- and moderate-income persons;
 - Aid in the prevention or elimination of slums or blight; or
 - Meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community where other financial resources are not available to meet such needs.
- Home Investment Partnerships Program (HOME): The purpose of the HOME program is to expand the supply of decent, safe, sanitary, and affordable housing for low-income persons.

Cumberland County expects to receive the following allocations for the PY 2023 grant cycle, \$930,856 in CDBG funds and \$459,564 in HOME funds. HUD also allocated \$1,435,021 in additional HOME funds established through the American Rescue Plan (ARP) Act of 2021. Supplemental HUD funding through the disaster recovery grants, Coronavirus Aid, Relief and Economic Securities (CARES) Act, and the ARP Act have and will provide funding to further advance the goals of the Con Plan.

Cumberland County also receives other sources of funding to support the needs of the community. Through competitive grants, Cumberland County also receives Continuum of Care Program funds to support housing programs and the local Continuum of Care (CoC). The County also uses its general funds to address the needs of the homeless. Cumberland County, through its Community Development Department, administers these programs by providing direct assistance to the residents of community or through partnerships with private and public agencies

to include for-profits, nonprofits, local units of government, and other public agencies such as the local housing authority.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

Cumberland County identified the following priority needs, goals, and objectives:

1. **Housing:** Improve, preserve, and expand the inventory of affordable housing for low- and moderate- income persons and families living in Cumberland County. This will be done by developing homeownership opportunities for low- and moderate-income households; expanding new affordable housing inventory for both rental and sales housing; preserving existing owner and renter occupied housing inventory; promoting fair housing choice; providing housing education to homeowners, tenants, landlords, and potential homebuyers; and providing down payment assistance and acquisition for rehabilitation to make housing affordable to low- and moderate-income persons and families.
2. **Homeless:** Improve the living conditions and support services and increase the availability of housing for homeless persons and families in Cumberland County and eliminate unfair housing practices that may lead to homelessness. The goal will be achieved by developing housing opportunities for persons and families experiencing homelessness, and those who are at-risk of becoming homeless; expanding program support services; assist in anti-eviction and prevention of unfair housing practices which may contribute to homelessness; assisting in the development of permanent supportive housing and services; and assisting in the development and operation of shelters for persons who are homeless or victims of domestic violence.
3. **Special Needs:** Improve, preserve, and expand opportunities and services for persons with special needs and the disabled in Cumberland County. This will be accomplished by increasing the supply of affordable, decent, safe, sound, and accessible housing for the elderly, persons with disabilities, the developmentally delayed, and persons with other special needs through rehabilitation of existing housing construction of new accessible housing; assisting in supporting social service programs and facilities for the elderly, persons with disabilities, the developmentally delayed, and persons with other special needs; assisting in making accessibility improvements to owner occupied housing through rehabilitation and improve renter occupied housing by promoting reasonable accommodations for the physically disabled; and supporting and advocating for reasonable accommodations that should be made to assist the physically disabled to live in accessible housing.
4. **Community Development:** Improve, preserve, and create new public and community facilities, infrastructure, and public services to ensure the quality of life for all residents of Cumberland County. To accomplish this goal, Cumberland County will improve infrastructure through rehabilitation, reconstruction, and new construction of streets, walks, curbs, ADA ramps,

retaining walls, sewer, linear lines, water, flood control, storm water management and separation, bridges, bike trails, green infrastructure, etc.; improve the County's parks, recreational centers, and public and community facilities through rehabilitation, preservation, and new construction; expand public service programs for the youth, the elderly, developmentally delayed, disabled, and target income population, including nutrition programs and social/welfare programs throughout the County; expand the public transportation system for low- and moderate-income persons and special needs; remove and eliminate slum and blighting conditions through demolition of vacant and abandoned structures; remove architectural barriers and make public community facilities accessible to all residents; improve public safety through upgrades to facilities, purchase of new equipment, crime prevention, community policing, and ability to respond to emergency situations; and assist in the stabilization of residential neighborhoods by removing slums and blight, assembling sites for new housing, rehabilitation of existing housing, code enforcement, and designation of an NRSA project area.

5. Economic Development: Increase and promote job creation, job retention, self-sufficiency, education, job training, technical assistance, and economic empowerment of low- and moderate-income residents of Cumberland County. To achieve this goal, Cumberland County will support job creation / retention, workforce development, employment, and job training services; support business retention and commercial growth through expansion and new development with technical assistance and low interest loan programs including Section 108 loans; and encourage new economic development through local, state, and Federal tax incentives and programs.
6. Administration, Planning, and Management: Provide sound and professional planning, administration, oversight and management of Federal, state, and local funded programs. This goal will be accomplished by continuing to provide sound and professional planning, program management and oversight for the successful administration of Federal programs; continuing to develop and plan for special studies, environmental clearance, fair housing, Section 108 Loan Application, NRSA Plans, and compliance with all Federal, state, and local laws and regulations; and preparing a Neighborhood Revitalization Strategy Area (NRSA) Plan for the Shaw Heights Neighborhood.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

For the Program Year 2021, Cumberland County addressed the most critical needs during an unprecedented crisis our community has ever experienced. Like many communities across the United States, the COVID-19 pandemic caused many businesses to suffer an economic hardship. In addition, many residents lost employment and as a result, were facing foreclosures or evictions.

During the PY2021, Cumberland County continued to use its funding sources to subcontract with other agencies to provide emergency payments for eligible low- and moderate-income residents

for rental assistance and other services needed to address the financial hardships residents were facing.

For the Program Year 2021, Cumberland County accomplished the following goals:

- Began construction of four single family homes in the Spring Lake area that will target eligible low- and moderate-income homebuyers or renters;
- Housing rehabilitation assistance was provided to 10 homeowners;
- At least one investor-owner received assistance to acquire and rehab a housing unit to lease to a low-income tenant.
- Completed the rehabilitation of 32 rental units located at Hillside Manor Apartments which houses senior citizens;
- Approximately 1,196 persons were referred through the coordinated entry system managed by a local nonprofit agency. The coordinated entry system is used to assess the needs of persons who are homeless or at-risk of homeless and ensures persons have a fair and equal access to housing and services;
- City and County provided support for the Data and Evaluation analyst position, Homeless Management Information System, and housing and supportive services. Supportive services activities include hotel/motel stays and other housing-related costs.
- Continuum of Care Program funds were used to support a transitional housing and a permanent supportive housing program. CDBG funds were used as match towards providing additional support for the transitional housing program. Approximately 71 persons received assistance through these programs.
- CDBG-CV funds were expended to provide public services to include prescription medications and other health services for low to moderate income persons. CDBG-CV funds were also used to place 7 homeless individuals in hotels while the local shelters were operating at reduced capacity due to the pandemic.

For the PY 2022, there are still projects and activities pending. However, Cumberland County anticipate completing rehabilitation of 12 owner-occupied units. In addition, it is anticipated that at least 5 rental rehabilitation units will be completed. CDBG funds will be used to expand a public facility used to provide transitional housing and services to homeless adults with substance use disorder. Funds is also being used to improve access to coordinated entry and housing and services for persons experiencing homelessness.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

The Annual Action Plan will be placed at each of the Town halls within Cumberland County as well as the County's website for public review and comment. A copy will also be available at the Cumberland County Community Development Department's office located at 707 Executive

Place, Fayetteville. A public hearing will be held before the Board of County Commissioners on the evening of April 18, 2023 in the County Courthouse building, located at 117 Dick Street.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

A summary of the comments will be included in the attached citizen participation comments section.

6. Summary of comments or views not accepted and the reasons for not accepting them

Public comments will be considered.

7. Summary

Cumberland County will continue to use its entitlement funding to address the goals and objectives outlined in the 2020-2024 Consolidated Plan. For this Program Year, the County will continue to make the necessary changes in its CDBG and HOME program policies and procedures to ensure flexibility and residents are able to access assistance without barriers, even if it involves creating new programs. The County will maintain strong public-private partnerships to develop affordable housing, rehab or construct public facilities and improvements, provide aide to small businesses, expand public services (human services), and address homelessness in the community.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	Cumberland County	Department of Community Development
HOME Administrator	Cumberland County	Department of Community Development

Table 1 – Responsible Agencies

Narrative (optional)

Cumberland County's Community Development Department administers the CDBG and HOME programs. The Community Development Department is responsible for preparing the Consolidated Plan, Annual Action Plans, and the Consolidated Annual and Performance Evaluation Report (CAPER). The Department is also responsible for monitoring and oversight of the programs funded through the CDBG and HOME programs.

Consolidated Plan Public Contact Information

Ms. Delores Taylor, Director Cumberland County

Department of Community Development 707 Executive Place, Fayetteville, NC 28305

Phone: (910) 323-6112

Email: dtaylor@co.cumberland.nc.us

Website: www.co.cumberland.nc.us/communitydevelopment

AP-10 Consultation – 91.100, 91.200(b), 91.215(I)

1. Introduction

Cumberland County will continue to build new partnerships and maintain strong partnerships with local agencies to identify community needs and address gaps in the services delivery system. Our community partners include local non-profits, the Fayetteville Metropolitan Housing Authority, housing providers, social service agencies, community and economic development organizations, members of the faith-based community, the Fayetteville/Cumberland County Continuum of Care on Homelessness (CoC), City of Fayetteville and County agencies, and elected officials.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health, and service agencies (91.215(I))

Cumberland County continues to work closely with the following agencies to enhance coordination:

- **Mental Health and Social Services Agencies** – To improve access to services for low- and moderate-income persons;
- **Fayetteville Metropolitan Housing Authority** – Provides funding for improvements to public housing communities;
- **Housing Providers** – Provides funding to rehabilitate and develop affordable housing and provide housing options for low- and moderate-income households; and
- **Community and Economic Development Agencies** – Provides funding to improve services to low- and moderate-income persons.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

Fayetteville/Cumberland County Continuum of Care (CoC) geographic service area includes all of Cumberland County, including the City of Fayetteville and the Towns of Eastover, Falcon, Godwin, Hope Mills, Linden, Spring Lake, Stedman, and Wade. Cumberland County Community Development Department acts as Lead Agency/Collaborative Applicant for the CoC, providing institutional knowledge and leadership for the CoC Board and coordinating its ESG and CoC program funding. Our community has implemented a Coordinated Entry System (CES), which is currently operated by Cumberland HealthNET. The CES follows the intake, assessment, and prioritization process developed by HUD and our CoC, and makes referrals for homeless persons and persons at risk of becoming homeless within Cumberland County. During the intake process, a homeless person is evaluated with the VI-SPDAT, scored, ranked in terms of services needed, and referred to an available bed. Available beds are coordinated with providers in a by-name list meeting every other week. Our community has a large unsheltered homeless population, and the CoC has determined that the chronically homeless, disabled homeless persons, and homeless families with children are to be prioritized for housing. Due to our proximity to Fort Bragg, our community also has a large veteran population, and CES coordinates with the Veterans Administration and Volunteers of America to house and provide services to homeless

veterans. Any unaccompanied youth would be assessed and referred to appropriate housing and service providers, and providers must collaborate with local school district homeless liaisons to allow for a smooth transition to continued service and support for educational needs. The Point-in-Time Homeless Count for Sheltered and Unsheltered homeless persons is conducted on a specific date during the last week in January. Due to the COVID pandemic, the Point-In-Time Homeless Count in January 2021 was only for sheltered homeless persons. The results of the count each year are made available to the public on the Fayetteville-Cumberland County CoC website, www.fcccoc.org.

The County continues to coordinate with the CoC by developing performance standards, identifying training needs and conducting training, contributing resources to support the CoC, the HMIS system, and the CES, serving on the CoC Board and other CoC committees, and frequently engaging with our community partners.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

Upon receiving notice of the Request for Applications from the NC Department of Health and Human Services, the County's Community Development Department forwards the information to the CoC for dissemination to the listserv, soliciting applications and further describing the process. After projects have been submitted, the CoC's grant review committee meets to review, score applicants, and determine which ESG projects are selected and allocations for each. The selected project applicant(s) must demonstrate it has the capacity and performance record to provide services to persons who are homeless or at-risk of being homeless through the eligible activities listed. The Community Development Department and the CoC provides training to grant recipients so that providers have a clear understanding of the documentation and reporting requirements.

ESG recipients are required to enter client and service information into HMIS, and submit quarterly performance reports through SAGE. The County employs a Data and Evaluation Analyst, funded through the Homeless Initiative Fund Program, who provides access, training, and technical assistance to HMIS users. The Community Development Department assists the CoC in developing policies and procedures for the operation and administration of HMIS, and the Data and Evaluation Analyst works closely with the CoC's HMIS/CE Committee to implement best practices. The County (in a joint effort with the City of Fayetteville) provides funding for the HMIS administrator (currently Michigan Coalition Against Homelessness), and licensing HMIS users in Cumberland County.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

Cumberland County Community Development Department has ongoing consultations and discussions with our community partners. These include the agencies and organizations that participate in the CoC, as well as other service providers. Examples include:

- **Fayetteville Metropolitan Housing Authority** – Improvements to public housing communities and connecting homeless persons to public housing and Section 8 Vouchers.
- **Mental Health and Social Services Agencies** (Department of Social Services, Salvation Army, Action Pathways, Endeavors, Fayetteville Urban Ministry, Cumberland HealthNET, Communicare, Alliance Health, etc.) – Improve services to low- and moderate-income persons.
- **Housing Providers** (Endeavors, Family Promise, Kingdom CDC) –Rehabilitate and develop affordable housing and provide housing options for low- and moderate-income households.
- **Community and Economic Development Agencies** (Kingdom CDC, City of Fayetteville)–Improve services to low- and moderate-income persons.

1	Agency/Group/Organization	Towns of Eastover, Falcon, Godwin, Hope Mills, Linden, Spring Lake, Stedman, and Wade, Cumberland County community at large
	Agency/Group/Organization Type	Housing Services-homeless Other government - Local Neighborhood Organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Strategy Economic Development
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Include feedback and participation from citizens and local leaders. A Public Notice was published in the Fayetteville Observer that a copy of the Action Plan would be available for review at each municipality's Town Hall, and on the County's website. Town leaders can gain a better understanding of the Community Development Department programs and disseminate that information to their constituents. Further, as sites of planned or potential affordable housing, infrastructure or development efforts, many of these towns are key partners in implementation of the elements of the Action Plan.

Table 2 – Agencies, groups, organizations who participated.

Notice for the Public Review and Public Hearing was published in the Fayetteville Observer on March 19, 2023 and will be published again at least a week before the public hearing. The draft plan was available for review at the Cumberland County Community Development Department

(by appointment only) and other locations (Town Halls) from March 20, 2023 through April 18, 2023. Copies of the draft plan were also available for review on Cumberland County's website at www.co.cumberland.nc.us (through the Community Development Department), or upon request.

All citizens of Cumberland County are invited to attend the public hearing or view the meeting that will be held live on April 17, 2023 via the Cumberland County website (co.cumberland.nc.us), Facebook page (facebook.com/CumberlandNC), YouTube page ([youtube.com / user / CumberlandCountyNC / videos](https://youtube.com/user/CumberlandCountyNC)), and on Cumberland County North Carolina TV (CCNC-TV) Spectrum Cable Channel 5.

Table 2 – Agencies, groups, organizations who participated

Identify any Agency Types not consulted and provide rationale for not consulting

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Fayetteville / Cumberland County Continuum of Care on Homelessness	The goals of both plans seek to develop more housing options for homeless and low-income populations, as well as increase coordinated support services.
Connecting North Carolina State Broadband Plan	North Carolina DIT Broadband Infrastructure Office	They are incorporated in the Five Year Consolidated Plan and the Annual Action Plans.

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

Cumberland County engaged in a robust process of including citizen participation within the planning process. A series of public meetings were held in conjunction with town council meetings within the jurisdiction. Residents were notified of the meetings through public service announcements and media notices. The County provided the public the opportunity to review and comment on the proposed action plan through its display at 10 public locations, including government offices and public libraries. No comments were received.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Newspaper Ad	Minorities Non-targeted/broad community	None.	None.	None.	
2	Public Hearing	Minorities Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	April 17, 2023 @ 6:45 Cumberland County Courthouse	Pending	Pending	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
3	Public Meeting	Non-targeted/broad community	Stedman Town Hall, 5110 Front St., Stedman, NC, February 2, 2023 @ 7pm	<p>Questions received related to the Investor-Owner Rehabilitation Program, small business assistance, and owner-occupied rehabilitation assistance.</p> <p>Residents within each municipality and the surrounding areas attended the meetings and were able to ask questions.</p>	None.	None.
4	Public Meeting	Non-targeted/broad community	Falcon Town Hall, 7156 West St., Falcon, NC; February 6, 2023 @ 7pm			
5	Public Meeting	Non-targeted/broad community	Wade Town Hall, 7128 Main St., Wade, NC, February 14, 2023 @ 7pm			
6	Public Meeting	Non-targeted/broad community	Town of Godwin; Godwin, NC; February 20, 2023 @ 7pm			
7	Public Meeting	Non-targeted/broad community	Linden Town Hall, 9456 Academy St., Linden, NC; February 21, 2023 @ 7:30 pm			
8	Public Meeting	Non-targeted/broad community	Spring Lake Town Hall; 300 Ruth St; Spring Lake, NC; February 28, 2023 @ 7pm			
9	Public Meeting	Non-targeted/broad community	Hope Mills Town Hall, 5770 Rockfish Rd; Hope Mills, NC; March 6, 2023 @ 7pm			
10	Public Meeting	Non-targeted/broad community	Eastover Community Center, 4008 School St., Eastover NC; March 14, 2023 @ 7pm			

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

Cumberland County anticipates receiving approximately \$930,856 in CDBG entitlement funds and \$459,564 in HOME entitlement funds for FY 2023. The County is expecting to receive or use approximately \$175,000,000 in CDBG program income and \$200,000 in HOME Program income. The program year period begins July 1, 2023 and ends June 30, 2023. These funds will be used to address the following priority needs:

- Housing
- Community Development
- Public Services
- Economic Development
- Planning & Administration

The accomplishments of these projects/activities will be reported in the PY 2022 Consolidated Annual Performance and Evaluation Report (CAPER).

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Reminder of Con Plan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	\$930,856	\$175,000	\$950,000	\$2,055,856	\$900,000	

HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	\$459,564	\$200,000	\$2,748,000	\$3,407,564	\$400,000	
Continuum of Care	public - federal	Admin and Planning Housing Other	212,518	0	0	212,518	0	
General Fund	public - local	Admin and Planning	288,549	0	0	288,549	0	General funds to assist in administering programs and match funds

Other	public - local	Other-Homeless Activities/Housing Stabilization	200,000	0	0	200,000	0	General funds through partnership between City and County government to address homelessness.
Other	Public-local	Housing	468,065	0	0	468,065		Match for HOME projects.

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

In addition to the entitlement funds, Cumberland County anticipates the following Federal resources may be available to local non-profit organizations to undertake the housing strategies identified in the Five-Year Consolidated Plan.

- Supportive Housing Program
- Low-Income Housing Tax Credit Program (LIHTC)
- Section 8 Rental Assistance Program
- Public Housing Capital Fund Program
- Rental Assistance Demonstration (RAD)

Private and non-Federal resources that may be available to Cumberland County in PY 2021 to address needs identified in the FY 2020-2024 Five Year Consolidated Plan are listed below.

- **Cumberland Community Foundation, Inc.** – The Cumberland Community Foundation provides grants from its endowment in six areas considered to be of great need: growing philanthropy and local giving; growing sustainable support for local nonprofit organizations; increasing college access and affordability; improving education outcomes; improving quality of life for all; and strengthening local nonprofit organizations.
- **Golden LEAF Funding** – This North Carolina grant supports workforce development and disaster recovery in areas of the state of North Carolina that were once dependent on agriculture and tobacco farming.
- **Low-Income Housing Tax Credits** – The North Carolina Housing and Finance Agency administers this program for the State. The program provides Federal tax credits to owners and developers of qualified low-income rental housing. These tax credits provide incentives for private investment in affordable housing. Costs eligible under the program include acquisition, construction and rehabilitation of affordable housing.
- **Federal Home Loan Bank Affordable Housing Program (AHP)** – Congress has mandated that ten (10%) of the Federal Home Loan Bank's profits be allocated to provide affordable housing. The FHLB encourages its members to work with public agencies and non-profit housing development organizations in creating highly leveraged affordable housing initiatives. Both sales and rental housing are eligible.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

Not applicable.

Discussion

Not applicable.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1.	HSS-2 Housing Construction	2020	2024	Affordable Housing	Low- and Moderate-Income Areas Countywide-Other	Housing	HOME: \$3,011,608 General Funds: \$468,065	Rental units constructed :48 Homeowner Housing Added: 5
2.	HSS-3 Housing Rehabilitation	2020	2024	Affordable Housing	Low- and Moderate-Income Areas Countywide-Other	Housing	CDBG: \$670,057 HOME: \$300,000	Homeowner Housing Rehabilitated: 10 Household Housing Unit Rental Units Rehabilitated: 10
3.	HSS-1 Homeownership Assistance	2020	2024	Affordable Housing	Low- and Moderate-Income Areas Countywide-Other	Housing	HOME: \$50,000	Direct Financial Assistance to Homebuyers: 3

4.	HOM-3 Homeless Prevention	2020	2024	Homeless	Low- and Moderate- Income Areas Countywide- Other	Homeless	CDBG: \$20,000 General Funds: \$200,000	Tenant-Based Rental Assistance/Rapid Rehousing: 50 Households Assisted
5.	HOM-2 Operations/ Support	2020	2024	Homeless	Low- and Moderate- Income Areas Countywide- Other	Homeless	CDBG: \$54,628	Public Service Activities other than Low/Moderate Income Housing Benefit: 100 Persons Assisted
6.	CDS-3 Public Services	2020	2024	Non-Housing Community Development	Low- and Moderate- Income Areas Countywide- Other	Community Development	CDBG: \$110,372	Public Service Activities other than Low/Moderate Income Housing Benefit: 1,000 Persons Assisted

7.	CDS-2 Community Facilities	2020	2024	Non-Housing Community Development	Low- and Moderate- Income Areas Countywide- Other Shaw Heights	Community Development	CDBG: \$850,000	Public Facility of Infrastructure Activities other than Low/Moderate Income Housing Benefit: 58 Persons Assisted
8.	CDS-1 Infrastructure	2020	2024	Non-Housing Community Development	Low- and Moderate- Income Areas Countywide- Other Shaw Heights	Community Development	CDBG: \$100,000	Public Facility of Infrastructure Activities other than Low/Moderate Income Housing Benefit: 10 Persons Assisted
9.	HSS-5 Housing Education	2020	2024	Non-Housing Community Development	Low- and Moderate- Income Areas Countywide- Other Shaw Heights	Community Development	CDBG: \$15,000	Public Service Activities other than Low/Moderate Income Housing Benefit: 100 Persons Assisted
10.	CDS-5 Clearance	2020	2024	Non-Housing Community Development	Low- and Moderate- Income Areas Countywide- Other Shaw Heights	Community Development	CDBG: \$25,000	Buildings Demolished: 5 Other: 1

11.	CDS-8 Revitalization	2020	2024	Non-Housing Community Development	Low- and Moderate-Income Areas Countywide-Other Shaw Heights	Community Development	CDBG: \$25,000	Other: 2
12.	EDS-2 Financial Assistance	2020	2024	Non-Housing Community Development	Low- and Moderate-Income Areas Countywide-Other	Economic Development	CDBG: \$25,000	Businesses Assisted: 1
13.	APM-1 Management	2020	2024	Administration	Low- and Moderate-Income Areas Countywide-Other Shaw Heights	Administration, Planning, and Management	CDBG: \$186,171 HOME: \$45,956 General Funds: \$288,549	Other: 2
14.	APM-2 Planning	2020	2024	Administration	Low- and Moderate-Income Areas Countywide-Other Shaw Heights	Administration, Planning, and Management	CDBG: \$35,000	Other: 1

Table 6 – Goals Summary

Goal Descriptions

1.	Goal Name	HSS-2 Housing Construction
	Goal Description	Promote and assist in the development of new affordable housing inventory for both rental and sales housing.
2.	Goal Name	HSS-3 Housing Rehabilitation
	Goal Description	Promote and assist in the preservation of existing owner and renter occupied housing inventory in Cumberland County.
3.	Goal Name	HSS-1 Homeownership Assistance
	Goal Description	Promote and assist in developing homeownership opportunities for low- and moderate-income households.
4.	Goal Name	HOM-3 Homeless Prevention
	Goal Description	Promote and assist in anti-eviction and prevention of unfair housing practices which may contribute to homelessness.
5.	Goal Name	HOM-2 Operations/Support
	Goal Description	Promote and assist in program support services for the homeless.
6.	Goal Name	CDS-3 Public Services
	Goal Description	Improve and increase public service programs for the youth, the elderly, developmentally delayed, disabled, and target income population, including nutrition programs and social/welfare programs throughout the County.
7.	Goal Name	CDS-2 Community Facilities
	Goal Description	Improve the County's parks, recreational centers, and public and community facilities through rehabilitation, preservation, and new construction.
8.	Goal Name	CDS-1 Infrastructure

	Goal Description	Improve the County's infrastructure through rehabilitation, reconstruction, and new construction of streets, walks, curbs, ADA ramps, retaining walls, sewer, linear lines, water, flood control, storm water management and separation, bridges, bike trails, green infrastructure, etc.
9.	Goal Name	HSS-5 Housing Education
	Goal Description	Promote and assist in educating homeowners, tenants, landlords, and new homebuyers in best practices for purchase and maintenance of affordable housing rentals, including foreclosure and eviction prevention.
10.	Goal Name	CDS-5 Clearance
	Goal Description	Remove and eliminate slum and blighting conditions through demolition of vacant and abandoned structures throughout the County.
11.	Goal Name	CDS-8 Revitalization
	Goal Description	Promote and assist in the stabilization of residential neighborhoods by removing slums and blight, assembling sites for new housing, rehabilitation of existing housing, code enforcement, and designation of an NRSA project area.
12.	Goal Name	EDS-2 Financial Assistance
	Goal Description	Support business retention and commercial growth through expansion and new development with technical assistance and low interest loan programs including Section 108 loans.
13.	Goal Name	APM-1 Management
	Goal Description	Continue to provide sound and professional planning, program management and oversight for the successful administration of Federal programs.
14.	Goal Name	APM-2 Planning
	Goal Description	Continue to develop and plan for special studies, environmental clearance, fair housing, Section 108 Loan Application, NRSA Plans, and compliance with all Federal, state, and local laws and regulations.

Table 7 – Goals Summary (Cont'd)

Projects

AP-35 Projects – 91.220(d)

Introduction

All projects in Cumberland County are determined based on the HUD CDBG and HOME allocations, as well as the County's goals and objectives.

Projects

#	Project Name	Budget
1.	HOUSING REHABILITATION	CDBG: \$445,057 HOME: \$300,000
2.	HOMEOWNERSHIP ASSISTANCE	HOME: \$50,000
3.	AFFORDABLE HOUSING	HOME: \$3,011,608 OTHER: General Funds: \$468,065
4.	HOUSING PROJECT DELIVERY	CDBG: \$225,000
5.	PUBLIC SERVICES	CDBG: \$145,372
6.	HOMELESS SERVICES	CDBG: \$54,628 General Funds: \$200,000
7.	PUBLIC FACILITIES / INFRASTRUCTURE	CDBG: \$950,000
8.	DEMOLITION/CLEARANCE/REVITALIZATION	CDBG: \$50,000
9.	ECONOMIC DEVELOPMENT	CDBG: \$25,000
10.	GENERAL ADMINISTRATION / PLANNING	CDBG: \$256,171 HOME: \$45,956 OTHER: General Fund: \$288,549

Table 8 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

Cumberland County has allocated its CDBG funds for PY 2023 to principally benefit low- and moderate- income persons.

- The infrastructure improvement activities are either located in a low- and moderate-income census tract/block group or have a low- and moderate-income service area benefit or clientele over 51% low- and moderate-income.
- The Public Facilities activities are either located in a low- and moderate-income census area or have a low- and moderate-income service area benefit or clientele.

Areas with multiple housing problems are concentrated in the block groups that are greater than 51% Low- and Moderate-Income. The following census tracts and block groups have at least 51% of the households with low- and moderate-incomes:

- C.T. 001400 B.G. 1
- C.T. 001603 B.G. 1
- C.T. 001604 B.G. 2
- C.T. 001700 B.G. 1
- C.T. 001700 B.G. 3
- C.T. 000200 B.G. 3
- C.T. 002401 B.G. 1
- C.T. 002402 B.G. 1
- C.T. 002504 B.G. 1
- C.T. 003500 B.G. 1
- C.T. 003500 B.G. 2
- C.T. 003500 B.G. 3
- C.T. 003500 B.G. 2
- C.T. 003600 B.G. 3

Additionally, Cumberland County is designated as an “exception” community by HUD. Any Block Groups below the County’s designated “exception” level of 50.76% low- and moderate-income is also eligible for the use of CDBG funds. The following Census Tracts and Block Groups are eligible based on exception criteria:

- C.T. 001100 B.G. 1
- C.T. 001700 B.G. 2
- C.T. 003104 B.G. 3

AP-38 Project Summary

Project Summary Information

1.	Project Name	HOUSING REHABILITATION
	Target Area	County-wide-Other Low- and Moderate-Income Areas Shaw Heights NRSA
	Goals Supported	HSS-3 Housing Rehabilitation
	Needs Addressed	Housing Priority
	Funding	CDBG: \$445,057 HOME: \$300,000
	Description	Funds provided for housing repairs through the following programs: Owner-occupied rehabilitation; Investor-owner (rental) rehabilitation); and Purchase/Rehab/Resale. All programs must benefit homeowners or renters with incomes 80% or below the median income for Cumberland County. Housing Rehabilitation program was expanded to address disaster housing repairs to eligible homeowners in Cumberland County's jurisdiction.
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	20 Household Housing Units
	Location Description	County-Wide
	Goal Outcome Indicator	Rental units constructed (10) Homeowner housing added (10)
2.	Project Name	HOMEOWNERSHIP ASSISTANCE
	Target Area	County-wide-Other Low- and Moderate-Income Areas Shaw Heights NRSA
	Goals Supported	HSS-1 Homeownership Assistance
	Needs Addressed	Housing Priority
	Funding	HOME: \$50,000

	Description	Assistance will be provided to potential home buyers for down payment and/or closing costs and GAP financing. Housing counseling will be provided to increased knowledge and resources related to purchasing a home
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	3 Households Assisted
	Location Description	County-wide
	Goal Outcome Indicator	Director financial assistance to homebuyers
3.	Project Name	AFFORDABLE HOUSING DEVELOPMENT
	Target Area	County-wide-Other Low- and Moderate-Income Areas Shaw Heights NRSA
	Goals Supported	HSS-2 Housing Construction
	Needs Addressed	Housing Priority
	Funding	HOME: \$3,011,608 General Funds: \$468,066
	Description	Funds will be used to assist CHDOs, CBDOs, and developers with the development of affordable housing for low and moderate-income residents of Cumberland County. HOME Funds provided under this activity represent at least 15% of the HOME entitlement mandated for affordable housing development by CHDOs. In addition, funds will be used to provide housing education / counseling to potential homebuyers, renters, and landlords. General funds are provided as match.
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	53 Household housing units
	Location Description	County-wide
	Goal Outcome Indicator	Rental units constructed Homeowner housing added
	Project Name	HOUSING PROJECT DELIVERY

4.	Target Area	County-wide-Other Low- and Moderate-Income Areas Shaw Heights NRSA
	Goals Supported	HSS-3 Housing Rehabilitation
	Needs Addressed	Housing Priority
	Funding	CDBG: \$225,000
	Description	Staff and overhead costs directly related to carrying out housing projects, such as work specification preparation, loan process, inspections, and other housing-related services.
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	Same as Project Number 1.
	Location Description	707 Executive Place, Fayetteville, NC 28305
	Goal Outcome Indicator	Same as Project Number 1.
5.	Project Name	PUBLIC SERVICES (GENERAL)
	Target Area	County-wide-Other Low- and Moderate-Income Areas Shaw Heights NRSA
	Goals Supported	CDS-3 Public Services HOM-3 Homeless Prevention HSS – 5 Housing Education
	Needs Addressed	Community Development Priority
	Funding	CDBG: \$145,372
	Description	Partner with agencies in providing social services programs. Staff and overhead costs directly related to carrying out public services activities.
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	1,100 Persons Assisted 150 Households Assisted
	Location Description	County-wide 707 Executive Place, Fayetteville, NC 28305

	Planned Activities	The national objective is Low/Mod-Income Clientele (LMC). The Matrix Codes are: 13A Housing Counseling, under 25 CFR 5.100, for Homeownership Assistance (13B); 05A-05y 05Z Other Public Services Not Listed in 03T and 05A-05Y.
	Goal Outcome Indicator	Public service activities other than Low/Moderate Income Housing Benefit Tenant-based rental assistance/Rapid Rehousing
6.	Project Name	PUBLIC SERVICES (HOMELESS SERVICES)
	Target Area	County-wide-Other Low- and Moderate-Income Areas Shaw Heights NRSA
	Goals Supported	HOM-2 Operations/Support
	Needs Addressed	Homeless Priority
	Funding	CDBG: \$54,628 General Funds: \$200,000
	Description	Activities to benefit homeless persons to help prevent homelessness and to reduce homeless population. This activity will also be leveraged with local government funds of as a part of the joint city/county homeless initiative program. A portion of the local government funds will also be used to support the local HMIS and Data and Evaluation Analyst position.
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	100 Persons assisted.
	Location Description	County-wide
	Goal Outcome Indicator	Public service activities other than Low/ Moderate income Housing Benefit
	Project Name	PUBLIC FACILITIES / INFRASTRUCTURE
	Target Area	County-wide-Other Low- and Moderate-Income Areas Shaw Heights NRSA

7.	Goals Supported	CDS-2 Community Facilities CDS-1 Infrastructure
	Needs Addressed	Community Development Priority
	Funding	CDBG: \$950,000
	Description	Funding provided to make public facilities/infrastructure available for low- to moderate- income citizens of Cumberland County.
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	68 Persons Assisted
	Location Description	County-wide
	Goal Outcome Indicator	Public Facility of Infrastructure Activities other than Low/Moderate Income Housing Benefit
8.	Project Name	DEMOLITION/CLEARANCE/REVITALIZATION
	Target Area	County-wide-Other Low- and Moderate-Income Areas Shaw Heights NRSA
	Goals Supported	CDS-5 Clearance CDS-8 Revitalization
	Needs Addressed	Economic Development Priority
	Funding	CDBG: \$50,000
	Description	CDBG funding will be provided to increase the number of new private sector jobs and expand job training opportunities to low- and moderate-income residents of Cumberland County.
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	1 Buildings 3 Other
	Location Description	County-wide
	Goal Outcome Indicator	Buildings Demolished Other

9.	Project Name	ECONOMIC DEVELOPMENT
	Target Area	County-wide-Other Low- and Moderate-Income Areas Shaw Heights NRSA
	Goals Supported	EDS-2 Financial Assistance
	Needs Addressed	Economic Development Priority
	Funding	CDBG: \$25,000
	Description	CDBG funding will be provided to increase the number of new private sector jobs and expand job training opportunities to low- and moderate-income residents of Cumberland County.
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	1 Business Assisted
	Location Description	County-wide
	Goal Outcome Indicator	Businesses Assisted
10.	Project Name	GENERAL ADMINISTRATION / PLANNING
	Target Area	County-wide-Other Low- and Moderate-Income Areas Shaw Heights NRSA
	Goals Supported	APM-1 Management APM-2 Planning
	Needs Addressed	Administration, Planning, and Management Priority
	Funding	CDBG: \$256,171 HOME: \$45,956 General Funds: \$288,549
	Description	Funding will be provided to support administrative and planning costs associated with carrying out the 2023 Action Plan Goals and Priority needs. Local government funds will also be used to help support this activity.
	Target Date	6/30/2024

	Estimate the number and type of families that will benefit from the proposed activities	2 Other.
	Location Description	707 Executive Place, Fayetteville, NC 28305
	Goal Outcome Indicator	Other

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

Geographic Distribution

Target Area	Percentage of Funds
Low- and Moderate-Income Areas	20%
Countywide-Other	75%
Shaw Heights	5%

Table 9 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

Areas with multiple housing problems are concentrated in the block groups that are greater than 51% Low- and Moderate-Income. The following census tracts and block groups have at least 51% of the households with low- and moderate-incomes:

- C.T. 001400 B.G. 1
- C.T. 001603 B.G. 1
- C.T. 001604 B.G. 2
- C.T. 001700 B.G. 1
- C.T. 001700 B.G. 3
- C.T. 000200 B.G. 3
- C.T. 002401 B.G. 1
- C.T. 002402 B.G. 1
- C.T. 002504 B.G. 1
- C.T. 003500 B.G. 1
- C.T. 003500 B.G. 2
- C.T. 003500 B.G. 3
- C.T. 003500 B.G. 2
- C.T. 003600 B.G. 3

Additionally, Cumberland County is designated as an “exception” community by HUD. Any Block Groups below the County’s designated “exception” level of 50.76% low- and moderate-income is also eligible for the use of CDBG funds. The following Census Tracts and Block Groups are eligible based on exception criteria:

- C.T. 001100 B.G. 1
- C.T. 001700 B.G. 2
- C.T. 003104 B.G. 3

Discussion

The geographic locations and the public benefit for the FY 2021 CDBG and HOME Activities/Projects are as follows:

- **HOUSING REHABILITATION** – Low- and Moderate-Income Areas; Countywide-Other
- **AFFORDABLE HOUSING DEVELOPMENT** – Low- and Moderate-Income Areas; Countywide; Shaw Heights
- **HOMEOWNERSHIP ASSISTANCE** – Low- and Moderate-Income Areas; Countywide-Other
- **HOUSING PROJECT DELIVERY** – Countywide-Other
- **PUBLIC SERVICES** – Low- and Moderate-Income Areas; Countywide-Other
- **HOMELESS SERVICES** – Countywide-Other
- **PUBLIC FACILITIES / INFRASTRUCTURE** – Low- and Moderate-Income Areas; Countywide; Shaw Heights
- **ECONOMIC DEVELOPMENT** – Low- and Moderate-Income Areas; Countywide-Other
- **GENERAL ADMINISTRATION / PLANNING** – Countywide-Other

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

One Year Goals for the Number of Households to be Supported	
Homeless	100
Non-Homeless	53
Special-Needs	5
Total	

Table 10 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	100
The Production of New Units	53
Rehab of Existing Units	20
Acquisition of Existing Units	10
Total	

Table 11 - One Year Goals for Affordable Housing by Support Type

Discussion

During this program year the County is funding the following affordable housing projects/activities with CDBG and HOME funds:

- **HOUSING REHABILITATION** – 20 housing units
- **AFFORDABLE HOUSING DEVELOPMENT** – 53 new housing units
- **HOMELESS SERVICES** – 100 households

Additionally, the County is funding programs that assist with low- and moderate-income homeownership, which are not included in the above chart:

- **HOMEOWNERSHIP ASSISTANCE** – 3 households

AP-60 Public Housing – 91.220(h)

Introduction

Cumberland County does not own or operate public housing units but will continue to partner with the Fayetteville Metropolitan Housing Authority (FMHA) and other agencies to address the needs of affordable housing availability.

Fayetteville Metropolitan Housing Authority's mission is to meet its community's housing needs by providing decent, safe and affordable housing. It is the goal of the Housing Authority to promote self-sufficiency, personal growth and neighborhood revitalization by maximizing its resources and maintaining the fiscal veracity of the agency. It is FMHA's belief that housing is a basic right and the substance for a successful life. The Housing Authority staff are committed to serving the Fayetteville community in a manner that demonstrates professionalism, care and consideration. Because the Fayetteville Metropolitan Housing Authority receives applications from all over the United States (due to the presence of Fort Bragg and the large number of people moving to the area for military service), FMHA rarely accepts applications.

Fayetteville Metropolitan Housing Authority is rated as a "high performer" by HUD. Fayetteville Metropolitan Housing Authority owns and professionally manages ten (10) family communities and elderly/disabled rental apartments. Within these communities are 1,045 public housing units.

With public housing occupancy at 98%, there is a greater demand than supply. However, public housing residents have been converting to Section 8, and demand for public housing has decreased among households who qualify for Section 8.

Fayetteville Metropolitan Housing Authority does not have any homebuyer programs for residents. FMHA has a Family Self-Sufficiency program, a resident services program, and a Step Up to Work program where they average two (2) participants per year. FMHA also has a pilot program for tax forgiveness.

The Fayetteville Metropolitan Housing Authority administers approximately 1,749 Section 8 Housing Choice Vouchers, as well as approximately 223 VASH vouchers. Demand for a quality Section 8 Housing rental exceeds the supply of decent, affordable rental units. There are hundreds of families/individuals on the Housing Choice Voucher waiting list. The waiting list is still closed and applications are currently not being accepted at this time.

The FMHA and the City of Fayetteville was awarded a \$450,000 HUD Choice Neighborhood Program grant, which will be used to preserve and create new affordable and mixed-income housing in the Murchison Road Corridor. The FMHA and the City plan to apply for a \$30 million Choice Neighborhood implementation grant to continue to revitalize this area.

The County has used CDBG and HOME funds in the past to provide funding for the development of new affordable housing units and will continue to look for new ways to partner.

Actions planned during the next year to address the needs to public housing

The Fayetteville Metropolitan Housing Authority has determined the needs for its properties through

interviews with its Resident Advisory Board. The FMHA has completed its Five-Year Plan for its FY 2019 through FY 2023 Public Housing Capital Fund Program Grant, and submitted its complete Five Year Plan for FY 2019-2023.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

According to the Five Year and Annual Plan for 2019-2023, FMHA's progress in meeting their mission and goals states that FMHA set the goal of cooperating with Cumberland County, the City of Fayetteville, and other neighborhood partners to promote neighborhood revitalization and economic development in designated areas of the City. FMHA has an active resident council that expresses needs for all public housing communities under the Fayetteville Metropolitan Housing Authority. The Resident Advisory Board has actively contributed to the FMHA's 2019-2023 Five Year and Annual Plans.

Section 8 Voucher Holders have the opportunity to plan and reach goals that they set for themselves and their families, as well as save a significant amount of money. This opportunity is available to Section 8 holders who choose to become participants in Section 8's Family Self-Sufficiency Program. There are two parts to the program. The first part of the program is the Self-Sufficiency program where participants have the opportunity to work toward meeting its goals that they set for their families, as well as save money that will become theirs when they have completed their goals. The second part of the program is the Homeownership Program. In this part of the program, a Section 8 participant can choose to use his or her Section 8 voucher to assist with the purchase and payment of a home. Each part of the Self-Sufficiency program is detailed below.

Family Self-Sufficiency (FSS) is a voluntary HUD program that encourages and assists families to become self-sufficient. Anyone currently on the Section 8 Housing Choice Voucher program is eligible for this program. FSS offers a financial incentive to families through an escrow account, which is based on an increase in a families earned income.

Fayetteville Metropolitan Housing Authority conducts various workshops and activities that promote self-sufficiency and economic independence. Efforts are put forth in developing partnerships to educate tenants on the process of purchasing a home to prepare them for future homeownership.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

Not applicable. Fayetteville Metropolitan Housing Authority has been designated a high performing housing authority.

Discussion

The Fayetteville Metropolitan Housing Authority is continuing to meet its goals by securing funding through RAD conversion, development of Section 8 Project-Based Voucher Developments, and

revitalization of its existing units.

The Fayetteville Metropolitan Housing Authority will be partnering with the City of Fayetteville in its pursuit of a Choice Neighborhoods Initiative Grant for the Murchison Road Corridor.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

Cumberland County continues to engage and support our local and regional partners to reduce homelessness within Cumberland County, as outlined in the 2020-2024 Five-Year Consolidated Plan. The Homelessness Strategy includes increasing our affordable housing supply, developing more permanent supportive housing and emergency shelter housing, improving access to support services, and assisting persons who may be at risk of becoming homeless through prevention services.

The local CoC conducted a sheltered and unsheltered count in January 2023. The results are pending HUD approval and will be available by the end of April 2023.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

Continuum of Care and Coordinated Entry

The County supports outreach services by partnering with our nonprofit and faith-based homelessness assistance providers. Cumberland County Community Development (CCCD) serves as the Lead Agency for the Fayetteville/Cumberland County Continuum of Care (CoC) on Homelessness, with the Director serving as an *Ex-officio* Board Member. The County has also employed a CoC Coordinator to assist the CoC Board in its mission of making homelessness rare, brief, and non-recurring.

The County will continue to work closely with the CoC to facilitate the coordination of the community's human services agencies, including the operation of our Coordinated Entry System, which is administered by Cumberland HealthNET. Through Coordinated Entry, our community supports a Housing First model, and uses standardized assessment, prioritization, and referral strategies at multiple access points to connect our homeless population with housing and services.

Emergency Solutions Grants

The CCCD serves as the Lead Agency for contracts awarded via the Emergency Solutions Grant (ESG), and coordinates with the CoC to conduct grant reviews and submit our Regional Application. Cumberland County Department of Social Services was awarded funding to continue operating the Care Center Family Violence Program in providing shelter for victims of domestic violence. In addition, Cumberland HealthNET was awarded funding to conduct street outreach and provide rapid rehousing assistance to persons experiencing homelessness.

Homeless Initiative Fund

The County and City of Fayetteville have collaborated in a joint venture project, the Homeless Initiative Fund Program, whereby each local government contributes an agreed-upon amount from their General Funds to address any gaps in services for homeless individuals that may not qualify for federally funded programs. Through this initiative, the County will continue to serve homeless or

at-risk persons who are at or below 80% of the area median income by providing direct financial assistance and support services, including rent and utility payments and deposits.

Addressing the emergency shelter and transitional housing needs of homeless persons

Emergency Shelters

Cumberland County homeless shelters are located predominantly in downtown Fayetteville, where there is a concentration of low- and moderate-income populations. The County will continue to allocate CDBG funds to support our homeless shelter providers, as well as serve as the Lead Agency for the Emergency Services Grant. The Care Center Family Violence Program (administered by the Cumberland County Department of Social Services) operates an emergency shelter used to house victims of domestic violence. The Hope Center shelter is used to house homeless men. The Salvation Army operates a homeless shelter that targets both single adults and families with children. The County was awarded \$1 million to construct a homeless shelter. The County is currently in the planning stages of this project. The County will continue to work with our community partners and local hotels/motels to improve access to shelters for the homeless population.

Cumberland County has a high population of veterans due to the presence of Ft. Bragg, and several organizations in the region target our homeless veteran population. The Salvation Army has beds designated for veterans. Volunteers of America works with the Veterans Administration and our Coordinated Entry System to provide housing and employment training, with a focus on female homeless veterans. Veteran Services of the Carolinas serves veterans in Cumberland County through the Homeless Veterans Reintegration Program (HVRP) grant, helping homeless veterans who need assistance to enter, re-enter, remain, or advance in the workforce.

Transitional Housing

The County operates a Transitional Housing program called Robin's Meadow and partners with Coordinated Entry and domestic violence shelters to house families who are literally homeless or fleeing domestic violence. This program allows families to reside in an apartment for 12 months while they apply for permanent housing and address any barriers that may prevent them from acceptance into permanent housing, including unemployment, substance abuse, bad credit, or criminal history. Robin's Meadow served approximately 66 persons in the 2021 program year, and the County anticipates the same in 2022.

The County has a Memorandum of Understanding with Cumberland County Communicare, Inc. for Communicare to administer the Projects for Assistance in Transition from Homelessness (PATH) program which provide services to homeless individuals with severe mental illness.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of

time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

Rapid Rehousing

The County will continue to work closely with the City and community partners of the FCCCoC to help homeless individuals and families make the transition from homelessness to permanent housing. The Coordinated Entry System evaluates individuals when they present themselves, then will be directed toward the emergency shelter, transitional housing, or permanent supportive housing facilities that will best meet their needs. Cumberland County, along with the State of North Carolina, has prioritized expanding our rapid rehousing programs, and a lack of suitable landlords has been identified as a barrier to quickly housing our homeless population. The County will increase efforts to recruit landlords with incentives, including down payments, extra rental payments, and repair costs.

Permanent Supportive Housing

Cumberland County has also identified a need for additional permanent supportive housing. According to care providers, approximately 20% of the homeless people in the area require more substantive services. These services could be provided through additional permanent supportive housing. Many of the organizations associated with the FCCCoC focus on providing additional services to complement housing services. These services include job training, health services, and case management.

The County will be utilizing other resources to develop new projects to expand affordable housing options for households experiencing homelessness.

Increasing affordable housing

Cumberland County has partnered with a CHDO to develop affordable housing units in the Town of Spring Lake, using HOME funds construction of single-family housing that will target low-income homebuyers. This is a multi-year project, and construction began during the PY2021.

Public Services

The County partners with local nonprofits to provide various supportive services to low to moderate income households and to those experiencing homelessness. The County will continue to allocate CDBG funding for Public Service Programs to community partners for Program Year 2023.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social

services, employment, education, or youth needs.

Prevention Services

For Program Year 2023, the County will continue to allocate funding to community partners for prevention services and direct financial assistance. Additionally, the County and City of Fayetteville collaborated to distribute federal funding received from the Treasury Department to implement the Emergency Rental Assistance Program (ERAP). So far, approximately 2,600 households received assistance.

The County will continue to work with the City, the FCCCoC, and other community partners to identify and address any gaps in service that may occur due to discharge from institutions and systems of care. Increasing the regular participation of representatives from these facilities in the FCCCoC will be a goal for Program Year 2023.

Cumberland County Department of Social Services provides a variety of services to low-income people to provide them with support and help them maintain stability. These services target populations that have a significant amount of crossover with homeless populations, such as addiction and mental health services.

Discussion

Not Applicable.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

The City of Fayetteville's and Cumberland County's 2020 Analysis of Impediments to Fair Housing Choice has identified the following impediments, along with goals and strategies to address those impediments and affirmatively further fair housing in the City and County:

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

Impediment 1: Fair Housing Education and Outreach - There is a continuing need to educate persons about their rights under the Fair Housing Act and to raise community awareness to affirmatively further fair housing choice, especially for low-income residents, minorities, and the disabled population.

Goal: Improve the public's and local officials' knowledge and awareness of the Fair Housing Act, related laws, regulations, and requirements to affirmatively further fair housing throughout the City of Fayetteville and Cumberland County.

Strategies: To meet this goal, the following activities and strategies may be undertaken by the City of Fayetteville and Cumberland County:

- **1-A:** Continue to promote Fair Housing awareness through the media, hosting seminars, and training to provide educational opportunities for all persons to learn about their rights under the Fair Housing Act and Americans with Disabilities Act.
- **1-B:** Continue to prepare and distribute literature and informational material concerning fair housing issues, an individual's housing rights, and a landlord's responsibilities to comply with the Fair Housing Act by making reasonable accommodations.
- **1-C:** Educate residents that they have the right to live outside concentrated areas of poverty.
- **1-D:** Work with the local Board of Realtors to educate and promote fair housing.
- **1-E:** Strive for better intergovernmental cooperation between state and local partners, as well as community groups, to effectively identify and address potential barriers to affordable housing choice.
- **1-F:** Publish forms, informational material, etc. in both English and Spanish.

Impediment 2: Quality of Rental Housing vs. Affordability - The City of Fayetteville and Cumberland County have a large supply of rental housing that does not meet the minimum property standards and 35.9% of all households are cost overburdened and spend 30% or more of their monthly income on housing.

Goal: Increase the supply of decent, safe, sound and affordable rental housing through new construction and rehabilitation.

Strategies: To meet this goal, the following activities and strategies may be undertaken by the City

of Fayetteville and Cumberland County:

- **2-A:** Provide funding and incentives for the rehabilitation of rental housing for low- and moderate-income renters.
- **2-B:** Continue to enforce local codes and ordinances, and develop a Rental Registry Program in the City of Fayetteville and Cumberland County.
- **2-C:** Promote and encourage the Public Housing Authority to offer Section 8 Housing Choice Voucher holders the option to convert to homeownership.
- **2-D:** Continue to support Low Income Housing Tax Credit applications to develop decent, safe, sound and affordable rental housing.
- **2-E:** Target and rehabilitate rental housing in the Murchison Road Corridor and Shaw Heights Neighborhood Revitalization Strategy Areas.

Impediment 3: Lack of Quality Affordable Homeowner Housing - There is a lack of housing resources for low- and moderate-income households to purchase a home. Many houses that are available for purchase are in need of substantial rehabilitation work.

Goal: Increase the supply of various types of affordable housing for sale through new construction and rehabilitation activities.

Strategies: To meet this goal, the following activities and strategies may be undertaken by the City of Fayetteville and Cumberland County:

- **3-A:** Financially support and assist low- and moderate-income households to purchase homes at affordable prices throughout Cumberland County.
- **3-B:** Support and promote the development of affordable infill housing on vacant land.
- **3-C:** Continue to fund and support homeowner rehabilitation and emergency repair programs.
- **3-D:** Provide financial and development incentives to private developers and non-profits to construct and/or rehabilitate affordable housing.
- **3-E:** Encourage and promote the development, construction, and/or rehabilitation of mixed-income housing in areas that are not low-moderate income.
- **3-F:** Target and rehabilitate homeowner-occupied housing in the Murchison Road Corridor in Fayetteville and the Shaw Heights Neighborhood in Cumberland County.

Impediment 4: Continuing Need for Accessible Housing Units - As an older built-up environment, there is a lack of accessible housing units in the City of Fayetteville and Cumberland County. 21.9% of the County's housing units (including the City of Fayetteville) were built over 60 years ago and do not have accessibility features, while 16.6% of the County's population is classified as disabled.

Goal: Increase the number of accessible units for the physically disabled and developmentally

delayed through new construction and rehabilitation of existing housing.

Strategies: To meet this goal, the following activities and strategies may be undertaken by the City of Fayetteville and Cumberland County:

- **4-A:** Promote programs to increase the amount of accessible housing through rehabilitation of existing housing stock by homeowners and landlords.
- **4-B:** Encourage the development of new construction of accessible and visitable housing through financial or development incentives.
- **4-C:** Continue to enforce ADA and Fair Housing requirements for landlords to make “reasonable accommodations” for tenants who are disabled.
- **4-D:** Continue to promote programs to assist elderly homeowners with accessibility improvements to their properties so they may remain in their own homes.

Impediment 5: Economic Issues Affecting Housing Choice - There is a lack of economic opportunities in the City of Fayetteville and Cumberland County which prevents low-income households from increasing their financial resources to be able to choose to live outside areas of concentrated poverty.

Goal: The local economy will continue to improve by providing new job opportunities, which will increase household income, and will promote fair housing choice.

Strategies: To meet this goal, the following activities and strategies may be undertaken by the City of Fayetteville and Cumberland County:

- **5-A:** Strengthen partnerships that enhance local businesses, expand the tax base, and create a more sustainable economy for residents and businesses.
- **5-B:** Support and enhance workforce development and skills training that results in increased job opportunities and a living wage.
- **5-C:** Continue to support programming that enhances entrepreneurship and small business development, expansion, and retention within low- and moderate-income, and minority neighborhoods.
- **5-D:** Continue to promote and encourage economic development with local commercial and industrial firms to expand their operations and increase employment opportunities.
- **5-E:** Support and enhance entrepreneurship training programs, with a particularly focus on programs that assist women, minority, and veteran-owned businesses.

Impediment 6: Impacted Areas of Concentration - There are specific high poverty, racially segregated areas throughout the City of Fayetteville and Cumberland County where the concentration of low- income minority persons exceeds 70% of the area’s corresponding population.

Goal: Promote the de-concentration of minorities outside the Central and Northern sections of the City of Fayetteville and areas of the County bordering Fort Bragg in order to reduce minority concentration.

Strategies: To meet this goal, the following activities and strategies may be undertaken by the City of Fayetteville and Cumberland County:

- **6-A:** Support, promote, and plan for affordable housing developments outside areas of minority concentration.
- **6-B:** Market and promote housing opportunities for minorities outside areas of minority concentration.
- **6-C:** Provide assistance to minority households to locate their residences outside areas of high minority concentration.

Discussion:

AP-85 Other Actions – 91.220(k)

Introduction:

The community will use funding from various available resources to expand affordable housing units for low- to moderate- income persons. Partnering agencies within the community will continue to apply for funding through the State Emergency Solutions Grant program and other funding sources to help alleviate some of the problems with the homeless population.

Cumberland County has developed the following actions planned to: address obstacles to meeting underserved needs, foster and maintain affordable housing, reduce lead-based hazards, reduce the number of poverty-level families, develop institutional structures, and enhance coordination between public and private housing and social service agencies.

Actions planned to address obstacles to meeting underserved needs

The primary obstacle in meeting underserved needs is the lack of funding resources available for affordable housing targeted to very low, low to moderate income persons and housing for the homeless with comprehensive case management and support services. Through the Fayetteville / Cumberland County Continuum of Care on Homelessness network, improvements are being made on how services are coordinated in the community. This process helps prioritize the needs of those who are the most vulnerable in the community and ensures this population is able to access services.

The community will use funding from various available resources to expand affordable housing units for low- to moderate- income persons. Partnering agencies within the community will continue to apply for funding through the State Emergency Solutions Grant program and other funding sources to help alleviate some of the problems with the homeless population.

Despite efforts made by Cumberland County and social service providers, a number of significant obstacles remain to meeting underserved needs. With funding resources being scarce, funding becomes the greatest obstacle for Cumberland County to meet its underserved needs. Insufficient funding lessens the ability to fund many worthwhile public service programs, activities, and agencies. Through its planning efforts, the County will use its limited resources to address Cumberland County's greatest needs and improve the quality of life for its residents. The following obstacles need to be overcome in order to meet underserved needs:

- Lack of decent, safe, sound, and affordable owner and renter housing.
- The transition of owner-occupied housing into renter-occupied housing.
- Aging in place population who need accessibility improvements.
- Need major rehabilitation of the County's aging housing stock.
- The increasing number of vacant and abandoned properties.
- Low wages in the service and retail sector job market.
- Vacant and abandoned buildings in major commercial corridors.

Actions planned to foster and maintain affordable housing

To foster and maintain affordable housing, Cumberland County proposes the following Five-Year Goals and Strategies:

- **HSS-1 Homeownership Assistance** - Promote and assist in developing homeownership opportunities for low- and moderate-income households.
- **HSS-2 Housing Construction** - Promote and assist in the development of new affordable housing inventory for both rental and sales housing.
- **HSS-3 Housing Rehabilitation** - Promote and assist in the preservation of existing owner and renter occupied housing inventory in Cumberland County.
- **HSS-4 Fair Housing** - Affirmatively further fair housing by promoting fair housing choice throughout Cumberland County.
- **HSS-5 Housing Education** - Promote and assist in educating homeowners, tenants, landlords, and new homebuyers in best practices for purchase and maintenance of affordable housing rentals, including foreclosure and eviction prevention.
- **HSS-6 Housing Purchase** - Provide funds for down payment assistance and acquisition for rehabilitation to make housing affordable to low- and moderate-income persons and families.

Cumberland County Community Development will continue to encourage developers that seek funding through the department, to set aside a certain percentage of developed units for households with incomes at or below 30% of the area median income. Cumberland County intends to reprogram previous year's CDBG and HOME funds into housing construction and housing rehabilitation to meet the need for affordable housing. Cumberland County is designating a Neighborhood Revitalization Strategy Area in the Shaw Heights Neighborhood, and will be targeting resources for infrastructure development in this area, followed by housing development and rehabilitation.

Cumberland County will continue to work with the Fayetteville-Cumberland County Human Relations Commission during this program year to again provide education and outreach.

Actions planned to reduce lead-based paint hazards

The revised Federal lead-based paint regulations published on September 15, 1999 (24 CFR Part 35) have had a significant impact on many activities – rehabilitation, tenant based rental assistance, and property acquisition – supported by the CDBG and HOME programs. Cumberland County will comply with Title 24 Part 35: Lead-Based Paint Poisoning Prevention in Certain Residential Structures (Current Rule).

For any housing rehabilitation program using Federal funds, Cumberland County will ensure that:

- A pre-test is conducted for rehabilitation activities in housing units built before 1978 with

occupants with children.

- A post-test is conducted for rehabilitation activities in housing units built before 1978 without children.
- Applicants for rehabilitation funding receive the required lead-based paint information and understand their responsibilities.
- Staff properly determines whether proposed projects are exempt from some or all lead-based paint requirements.
- The level of federal rehabilitation assistance is properly calculated and the applicable lead-based paint requirements determined.
- Properly qualified personnel perform risk management, paint testing, lead hazard reduction, and clearance services when required.
- Required lead hazard reduction work and protective measures are incorporated into project rehabilitation specifications.
- Risk assessment, paint testing, lead hazard reduction, and clearance work are performed in accordance with the applicable standards established in 24 CFR Part 35.
- Required notices regarding lead-based paint evaluation, presumption, and hazard reduction are provided to occupants and documented.
- Program documents establish the rental property owner's responsibility to perform and document ongoing lead-based paint maintenance activities, when applicable.
- The contractor handbook includes guidelines prohibiting the use of lead-based paints in new construction and citing safety regulation 40 CFR Part 745 for housing rehabilitation.

Program staff monitors owner compliance with ongoing lead-based paint maintenance activities, when applicable.

In addition, The Community Development Department's housing rehabilitation staff will continue to receive training to implement lead-based paint safe work practices. Actions taken include implementation of lead-based paint hazard reduction measures as part of our housing rehabilitation program to comply with 24 CFR 35; contractors who rehabilitate homes built prior to 1978 are required to attend Safe Work Practices training for lead-based paint; staff persons are trained in the new HUD/EPA regulations that require contractors to use safe work practices to mitigate lead-based paint hazards in private homes and childcare centers; and distribution of the brochure to all housing rehabilitation program applicants on the hazards of lead-based paint ("The Lead-Safe Certified Guide To Renovate Right").

Actions planned to reduce the number of poverty-level families

According to the 2013-2017 American Community Survey, approximately 18.2% of Cumberland County's residents live in poverty, which is higher than the State of North Carolina where 16.1% of residents live in poverty. Female-headed households with children are more affected by poverty at 45.4%. Youth poverty is an acute problem in Cumberland County, as 26.5% of all youth under the age of 18 were living in poverty.

The County's anti-poverty strategy is based on attracting a range of businesses and supporting workforce development, including job-training services for low-income residents. The County allocates a large portion of CDBG funding to economic development activities to provide programs that lift families out of poverty and support small business development. In addition, the County is going to continue to partner with local social service organizations that target low-income residents.

Planned economic development and anti-poverty programs include:

- Job-training services through NCWorks.
- Partnerships for job training with Fayetteville Technical Community College.
- Business consulting with the Center for Economic Empowerment and Development (CEED).
- Homeless prevention services.
- Employment training for homeless persons and special needs populations, including veterans.
- Promotion of new job opportunities.

Cumberland County will continue to make progress in reducing the number of poverty-level families in the community. This is done through leveraging resources and partnering with other human services agencies that provide assistance through programs such as housing rehabilitation and public services programs to assist with medical needs.

Actions planned to develop institutional structure

Cumberland County has years of experience and is well equipped to implement and coordinate activities among public, private and nonprofit agencies. Although funding has continued to decrease over the years, Community Development will continue to streamline processes and procedures for efficiency and effectiveness, in addition to searching for additional funding resources to strengthen its ability to serve and offer programs and services that improve the quality of life for the residents and meet the community's need.

Cumberland County works with the following agencies to enhance coordination:

- **Cumberland County Department of Community Development** - oversees the CDBG and HOME programs and oversees the Continuum of Care for Fayetteville-Cumberland County.
- **Fayetteville Metropolitan Housing Authority** - oversees the improvements to public housing communities and the Section 8 Housing Choice Voucher Program.
- **United Management II** - oversees development of affordable housing through Low-Income Housing Tax Credits (LIHTC).
- **Social Services Agencies** - the County provides funds to address the needs of low- and moderate-income persons.
- **Housing Providers** - the County provides funds to rehabilitate and develop affordable

housing for low- and moderate-income families and individuals.

- **Cumberland County Department of Social Services** - provides mainstream social services to individuals and families in Cumberland County and the City of Fayetteville.

As part of the CDBG and HOME application planning process, local agencies, and organization are invited to submit proposals for CDBG and HOME funds for eligible activities. These groups participate in the planning process by attending the public hearings, informational meetings, and completing survey forms.

Actions planned to enhance coordination between public and private housing and social service agencies

Cumberland County Community Development will enhance the coordination between agencies by providing funding through a request for proposal process to eligible agencies to improve access to services.

Public Institutions: The County will act as a clearinghouse and facilitator for many of the activities described in the annual action plan. As the local unit of government, the County is empowered to apply for and administer certain types of grants. Support from the County, expressed as a certification of consistency or some other instrument, may be all that is required for some activities. Other activities will involve the more direct participation of the County for funding, acquisition of land or buildings, or in convening meetings of various agencies coordinate strategies on how to seize opportunities. The County will continue to administer the CDBG and HOME programs.

The Fayetteville Metropolitan Housing Authority administers public housing and Section 8 Housing Choice Voucher programs throughout the County. This Authority is responsible for the management and maintenance of public housing units. The Housing Authority will continue in its efforts to modernize these public housing units in order to provide decent, affordable housing in the County.

Cumberland County is the lead entity for the Fayetteville-Cumberland County CoC, and coordinates strategies to reduce homelessness and provide services for those that are homeless in the County. Efforts are made to coordinate with developers to create permanent supportive housing units, and with shelters and care providers to transition the homeless population into the housing that meets their specific needs. Cumberland County holds monthly CoC meetings with members to discuss strategies to assist the homeless population in the County.

Non-Profit Organizations: Non-profit housing agencies play a role in the implementation of this plan. Through the construction of new housing, and the rehabilitation of existing units, these agencies access financing sources such as the Low-Income Housing Tax Credit, Golden LEAF funding, and charitable

contributions that increase the supply of affordable housing. While some groups focus on the rehabilitation of single units for resale to first time homebuyers, others have attempted to create assisted rental developments. In the future, the union of such groups with social service agencies that serve specific special needs populations will address the Five-Year Consolidated Plan strategy for creation of supportive housing and affordable housing opportunities.

Social service agencies are a link between the provision of housing and the population it is intended to serve. The agencies work directly with providers of services to persons with special needs including: mental health, elderly, drug and alcohol addiction and families that are at-risk of becoming homeless. Although these agencies cannot provide housing, they can direct housing efforts where needed and are integral in the planning of housing and services for target populations. Emergency shelters, including the Salvation Army and Endeavors, will continue to provide shelter for the homeless.

Private Industry: The County partners with agencies and organizations that coordinate economic development activities. The County partners with the City of Fayetteville's Department of Economic & Community Development, which has multiple programs to assist in job development and retention that are targeted toward private businesses. Small business consulting, loans, and grants are designed to assist entrepreneurs in areas with high low- and moderate-income populations. Additionally, larger financial incentive programs are implemented by the County to recruit businesses that provide jobs that pay decent wages for residents of the County.

Discussion:

Cumberland County allocates CDBG and HOME funds annually to implement actions designed to accomplish goals and objectives that meet community needs identified in its Consolidated Plan. Consequently, the County is responsible for ensuring that funding recipients (i.e., subrecipients and CHDOs) comply with applicable regulations and requirements governing their administrative, financial and programmatic operations. In accordance with 24 CFR 91.230, the County utilizes a local monitoring and compliance plan that describes the standards and procedures that will be used to monitor activities carried out in each One-Year Action Plan and will used to ensure long-term compliance with requirements of the programs involved; the plan also includes a schedule of projected monitoring visits for the program year.

The County's monitoring and compliance plan is designed to accomplish the following objectives:

Pre-disbursement / pre-monitoring conferences are conducted to ensure that sub grantees understand the rules and requirements of the programs. During each conference, specific contract requirements, documentation and filing procedures, reporting requirements, and reimbursement procedures were explained to the sub grantee.

Desk reviews are conducted periodically as requests for reimbursements are submitted by the sub grantees on a monthly basis to ensure timely expenditure of funds. The County disburses its funds via a reimbursement process. The County reimburses sub grantees only when a request for reimbursement was accompanied with supporting documentation such as copies of invoices, cancelled checks, receipts, time sheets, etc. Sub-grantees were also required to submit budget summary reports so that these reports can be compared for accuracy. Activity summary reports are required to be submitted on a regular basis to monitor the sub grantee's progress towards meeting their goals.

Onsite monitoring visits are performed during the program year on selected sub-grantees. Some of the areas reviewed most often during onsite visits include:

- Compliance with participant eligibility, income certification requirements, and documentation guidelines; and reporting;
- Confidentiality procedures;
- Progress towards meeting projected goals and timely use of funds;
- Compliance with specific contractual requirements; and
- Review of audit report.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

Community Development Block Grant Program (CDBG) Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	\$0.00
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan	\$0.00
3. The amount of surplus funds from urban renewal settlements	\$0.00
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan.	\$0.00
5. The amount of income from float-funded activities	\$0.00
Total Program Income	\$0.00

Other CDBG Requirements

1. The amount of urgent need activities	\$279,000
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the	70%

years covered that include this Annual Action Plan.

**HOME Investment Partnership Program (HOME)
Reference 24 CFR 91.220(l)(2)**

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

Cumberland County does not intend to use any other forms of investment other than those described in 24 CFR 92.205(b).

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

In applying the resale provisions to affordable housing development for homeownership, the County will designate a unit as an affordable unit. When a unit is designated affordable and it is sold during the affordability period, the sale must meet the following criteria:

The new purchaser must be low-income, meeting the HOME Program definition, and occupy the property as the family's principle residence.

The sales price must be "affordable" to the new purchaser. Cumberland County Community Development defines affordable as the homebuyer paying no more than 30% of their annual gross income toward principal, interest, taxes, and insurance (PITI).

The County will ensure that the housing will remain affordable to a reasonable range of low-income homebuyers whose incomes fall within the range of 60% to 80% of the area median income.

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

Cumberland County's resale recapture guidelines for units acquired with HOME funds break down in the following manner:

HOME amount per unit**Minimum Period of Affordability**

Under \$15,000

5 years

\$15,000 to \$40,000

10 years

Over \$40,000

15 years

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

Cumberland County does not intend to refinance any existing debt for multifamily housing that will be rehabilitated with HOME Funds.

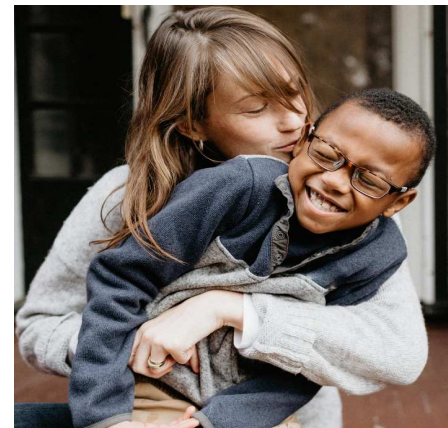
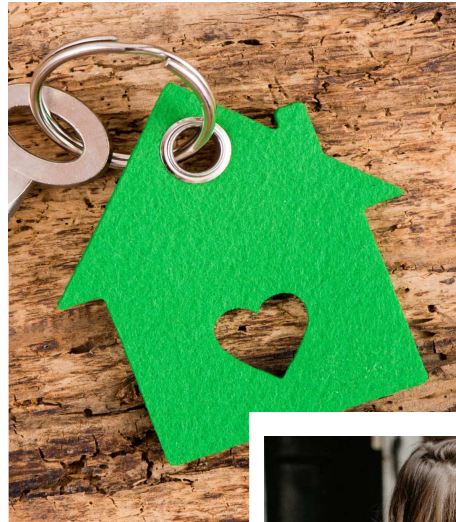
Discussion:

Cumberland County and the City of Fayetteville both receive HOME funds. For this reason, Cumberland County does not participate in a HOME Consortium.

COMMUNITY DEVELOPMENT DEPARTMENT

PROGRAM YEAR 2023 ANNUAL ACTION PLAN (DRAFT)

(JULY 1, 2023 – JUNE 30, 2024)

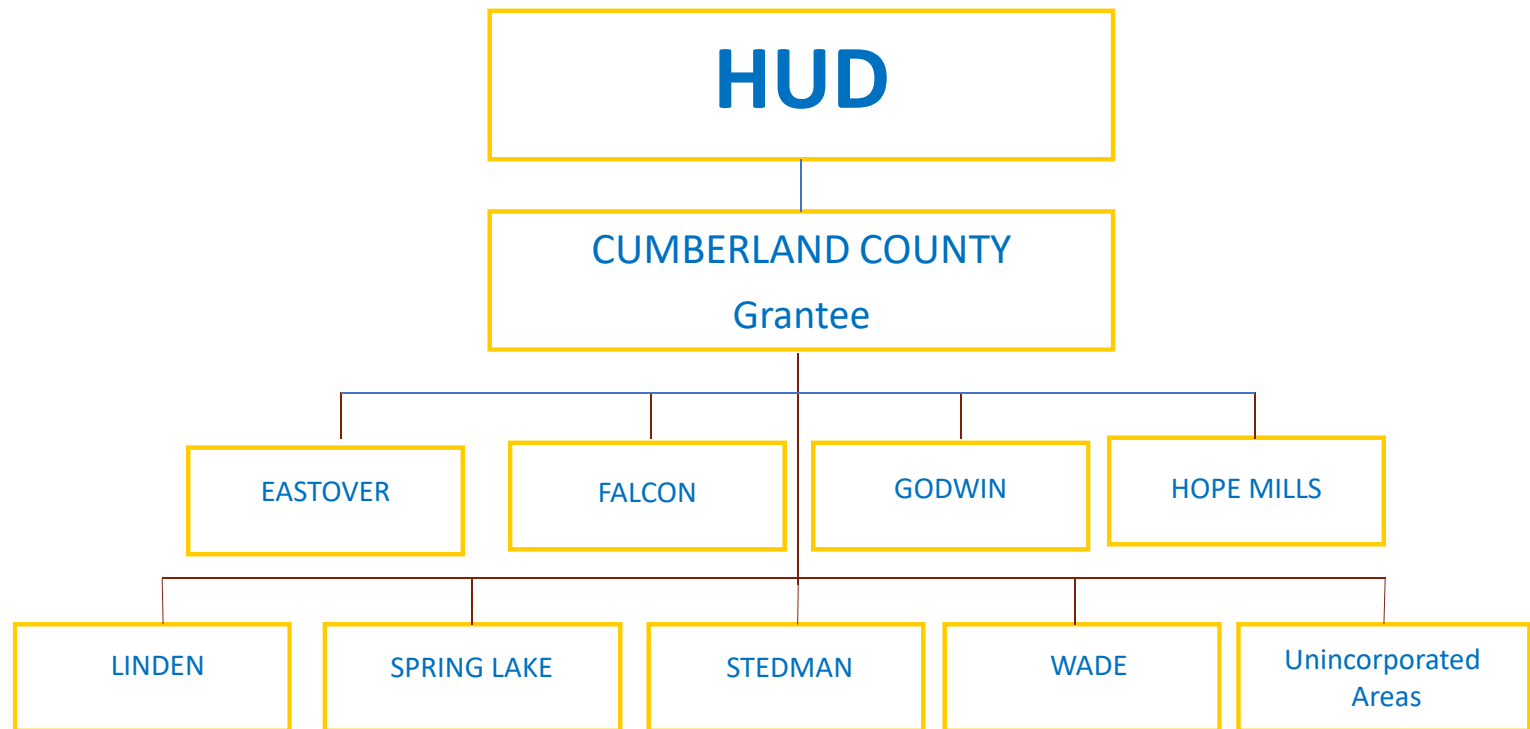


Public Hearing: April 17, 2023 @ 6:45 p.m.

HUD Entitlement Funding

Community Development Block Grant (CDBG)	Home Investment Partnerships Program (HOME)
<ul style="list-style-type: none">• Principally benefit low- and moderate- income persons;• Aid in the elimination of slum and blight; or• Meet urgent need.	<ul style="list-style-type: none">• Provide decent affordable housing to low-income households;• Expand the capacity of non-profit housing providers;• Strengthen the ability of state and local governments to provide housing; and• Leverage private-sector participation.

Participating Jurisdictions



Consolidated Planning Process

CONSOLIDATED PLAN

(Plan due within 45 days prior to the beginning of the first FY)

(Period: July 1, 2020 through June 30, 2025)

2020 – 2021	2021 – 2022	2022 – 2023	2023 – 2024	2024 - 2025
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ANNUAL ACTION PLAN

(Plan due every year within 45 days prior to the beginning of the FY)

CONSOLIDATED ANNUAL PERFORMANCE & EVALUATION REPORT

(Report due every year within 90 days following the ending of the FY)

Priority Needs



Housing



Homelessness



Special Needs



Community Development



Economic Development

2023 Anticipated Funding Resources

Program	Allocation	Program Income (Est)	Prior Yr. CF (Est)	Total (Est)
CDBG	\$930,856	\$175,000	\$950,000	\$2,055,856
HOME	\$459,564	\$200,000	\$2,748,000	\$3,407,564
Continuum of Care Programs	\$212,518	-	-	\$212,518
County General Funds	\$288,549	-	-	\$288,549
Other General Funds (City/County)	\$200,000	-	-	\$200,000
Other (Match for HOME funds)	468,065			468,065

Anticipated Projects

#	PROJECT NAME	CDBG	HOME	OTHER
1.	HOUSING REHABILITATION	\$445,057	\$300,000	
2.	HOMEOWNERSHIP ASSISTANCE		\$50,000	
3.	AFFORDABLE HOUSING		\$3,011,608	\$468,065 (General Funds)
4.	HOUSING PROJECT DELIVERY	\$225,000		
5.	PUBLIC SERVICES	\$145,372		
6.	HOMELESS SERVICES	\$54,628		\$200,000 (General Funds)
7.	PUBLIC FACILITIES / INFRASTRUCTURE	\$950,000		
8.	DEMOLITION/CLEARANCE/REVITALIZATION	\$50,000		
9.	ECONOMIC DEVELOPMENT	\$25,000		
10.	GENERAL ADMINISTRATION / PLANNING	\$256,171	\$45,956	\$288,549 (General Funds)

2023 Action Plan Timeline

ACTIVITY	DEADLINE
PUBLIC REVIEW PERIOD	March 20, 2023 – April 18, 2023
PUBLIC HEARING BEFORE COUNTY COMMISSIONERS	April 17, 2023 @ 6:45 pm
APPROVAL TO SUBMIT FINAL ACTION PLAN	May 1, 2023
ACTION PLAN DUE TO HUD	May 15, 2023

Questions or Comments

For more information contact:

**Cumberland County
Community Development
707 Executive Place
Fayetteville, NC 28305
cccdinfo@cumberlandcountync.gov**

910-323-6112





PLANNING AND INSPECTIONS DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF APRIL 17, 2023

TO: BOARD OF COUNTY COMMISSIONERS

FROM: CUMBERLAND COUNTY JOINT PLANNING BOARD

DATE: 4/6/2023

SUBJECT: CASE ZON-22-0078

BACKGROUND

ZON-22-0078: Rezoning from RR Rural Residential District and C3 Heavy Commercial District to C(P)/CZ Planned Service and Retail Conditional Zoning District or to a more restrictive zoning district for two parcels comprising 1.66 +/- acres; located at 6283 and 6295 US Highway 301 South; submitted by George Rose (applicant) on behalf of Pit Stop 301 Express, LLC, and Gamil Nagi Aldalali, Ibrahim Alsaidi, Enas Alsaidi (owners).

RECOMMENDATION / PROPOSED ACTION

Planning Board Action: Recommended approval of the rezoning request from C3 Heavy Commercial District and RR Rural Residential District to C(P)/CZ Planned Commercial District Conditional Zoning at their March 21, 2023 meeting for the reasons stated and as fully reflected in the minutes of the Planning Board Meeting which are incorporated herein by reference.

Staff Recommendation: Planning and Inspections staff recommends approval of the rezoning request from C3 Heavy Commercial District and RR Rural Residential to C(P)/CZ Planned Commercial District Conditional Zoning. Staff finds the request is not consistent with the Southwest Cumberland Land Use Plan which calls for "Farmland" at this location. However, staff further finds that: a) Approval is an amendment to the adopted, current Southwest Cumberland Land Use Plan and that the Board of Commissioners should not require any additional request or application for amendment to said map for this request, b) The request would promote and complement the existing commercial activity in the vicinity to serve area residents, and c) The request would promote the remediation and rejuvenation of an existing commercial property. The request is reasonable and in the public interest as the requested district would be compatible to and in harmony with the surrounding land use activities and zoning.

If the Board of Commissioners wishes to follow the recommendation of the Planning Board in this case, the following motion is appropriate:

MOTION:

In Case ZON-22-0078, I move to approve the rezoning request from RR Rural Residential District and C3 Heavy Commercial District to C(P)/CZ Planned Service and Retail Conditional Zoning District and find that the request is not consistent with the Southwest Cumberland Land Use Plan which calls for “Farmland” at this location. However, the Board finds that: 1) Approval is an amendment to the adopted, current Southwest Cumberland Land Use Plan and that the Board of Commissioners should not require any additional request or application for amendment to said map for this request. 2) The request would promote and complement the existing commercial activity in the vicinity to serve area residents, and 3) The request would promote the remediation and rejuvenation of an existing commercial property. The request is reasonable and in the public interest as the requested district would be compatible to and in harmony with the surrounding land use activities and zoning.

If the Board of Commissioners does not wish to follow the recommendation of the Planning Board in this case, the following motion is appropriate:

MOTION:

In Case ZON-22-0078, I move to deny the rezoning request from RR Rural Residential District and C3 Heavy Commercial District to C(P)/CZ Planned Service and Retail Conditional Zoning District and find that the request is not consistent with the Southwest Cumberland Land Use Plan. The request is not reasonable or in the public interest because _____.

ATTACHMENTS:

Description

ZON-22-0078

Type

Backup Material



Planning & Inspections Department

APRIL 6, 2023

MEMO TO: Cumberland County Board of Commissioners

FROM: Cumberland County Joint Planning Board

SUBJECT: **ZON-22-0078:** Rezoning from RR Rural Residential District and C3 Heavy Commercial District to C(P)/CZ Planned Service and Retail Conditional Zoning District or to a more restrictive zoning district for two parcels comprising 1.66 +/- acres; located at 6283 and 6295 US Highway 301 South; submitted by George Rose (applicant) on behalf of Pit Stop 301 Express, LLC, and Gamil Nagi Aldalali, Ibrahim Alsaidi, Enas Alsaidi (owners).

ACTION: Recommended approval of the rezoning request from C3 Heavy Commercial District and RR Rural Residential to C(P)/CZ Planned Commercial District Conditional Zoning at their March 21, 2023 meeting for the reasons stated and as fully reflected in the minutes of the Planning Board Meeting which are incorporated herein by reference.

MINUTES OF MARCH 21, 2023

In Case ZON-22-0078, Planning and Inspections staff recommends approval of the rezoning request from C3 Heavy Commercial District and RR Rural Residential to C(P)/CZ Planned Commercial District Conditional Zoning. Staff finds the request is not consistent with the Southwest Cumberland Land Use Plan which calls for "Farmland" at this location. However, staff further finds that: a) Approval is an amendment to the adopted, current Southwest Cumberland Land Use Plan and that the Board of Commissioners should not require any additional request or application for amendment to said map for this request, b) The request would promote and complement the existing commercial activity in the vicinity to serve area residents, and c) The request would promote the remediation and rejuvenation of an existing commercial property. The request is reasonable and in the public interest as the requested district would be compatible to and in harmony with the surrounding land use activities and zoning.

In Case ZON-22-0078, Mrs. Moody made a motion, seconded by Mr. Baker to recommend approval of the rezoning request from C3 Heavy Commercial District and RR Rural Residential to C(P)/CZ Planned Commercial District Conditional Zoning. The Board finds the request is not consistent with the Southwest Cumberland Land Use Plan which calls for "Farmland" at this location. However, the Board further finds that: a) Approval is an amendment to the adopted, current Southwest Cumberland Land Use Plan and that the Board of Commissioners should not require any additional request or application for

Clarence G. Grier
County Manager

Sally Shutt
Assistant County Manager



Rawls Howard
Director

David Moon
Deputy Director

Planning & Inspections Department

amendment to said map for this request, b) The request would promote and complement the existing commercial activity in the vicinity to serve area residents, and c) The request would promote the remediation and rejuvenation of an existing commercial property. The request is reasonable and in the public interest as the requested district would be compatible to and in harmony with the surrounding land use activities and zoning. Unanimous approval.

First Class and Record Owners' Mailed Notice Certification

A certified copy of the tax record owner(s) of the subject and adjacent properties and their tax record mailing address is contained within the case file and is incorporated by reference as if delivered herewith. The record owners' certified receipt of notice is also included.

Historic Cumberland County Courthouse | 130 Gillespie Street | P.O. Box 1829
Fayetteville, North Carolina 28301 | Phone: 910-678-7600 | Fax: 910-678-7631

cumberlandcountync.gov

REQUEST

Rezoning C3 & RR to C(P)/CZ

Applicant requests a rezoning from C3 Heavy Commercial District and RR Rural Residential to C(P)/CZ Planned Commercial District Conditional Zoning for two parcels of approximately 1.66 combined acres located at 6283 and 6295 S US 301 Hwy. The northern parcel is currently zoned C3 which is a dormant district and corresponds to C(P) Planned Commercial District and RR Rural Residential and is occupied by a convenience store with gas sales and a motor vehicle repair and tire sales business. The southern parcel is currently vacant and zoned RR Rural Residential.

The intent of the property owner is to: 1) demolish the existing convenience store building and replace it with a new building with a convenience store and retail space that would straddle the property line shared by the current two parcels; 2) double the fuel station area from two to four fuel pumps and expand the overhead fuel station canopy; and 3) continue to operate a motor vehicle repair and tire sales business in its current building. The existing fuel station canopy and the building used for auto repair and tire sales are non-conforming structures. In the case of the fuel station canopy, it is located entirely within the front yard setback area. In the case of the auto repair building, the building has been expanded without obtaining building permits for two attached building additions.

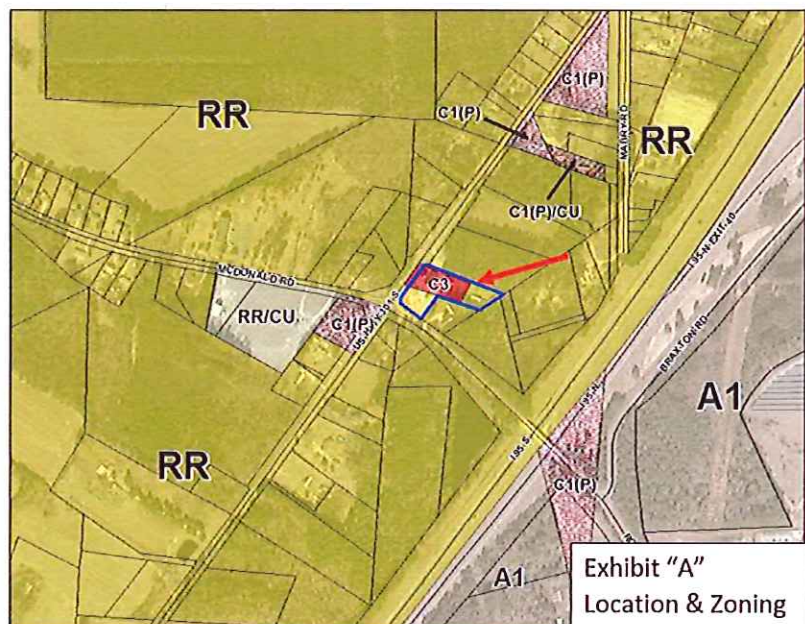
The conditional zoning site plan is provided in Exhibit "F" with the conditions of approval, which the applicant/property owner has accepted.

PROPERTY INFORMATION

OWNER/APPLICANT: Pit Stop 301 Express LLC (owner); George Rose (applicant)

ADDRESS/LOCATION: Refer to Exhibit "A", Location and Zoning Map. REID number: 0412573088000 & 0412575175000

SIZE: 1.66 acres within two parcels. The northern parcel contains approximately 1.25 acres and the southern parcel approximately 0.41 acres. Road frontage along US 301 South is a combined 477 +/- feet and 135 +/- feet along Roslin Farm Road. The property has a varying depth due to its shape but is approximately 400 +/- feet in length at its deepest point.



EXISTING ZONING: The subject properties are currently zoned C3 Heavy Commercial and RR Rural Residential.

C3 Heavy Commercial District is dormant and shall correspond to the C(P) Planned Commercial District. This district is designed to assure the grouping of buildings on a parcel of land so as to constitute a harmonious, efficient and convenient retail shopping area. Site plans assure traffic safety and the harmonious and beneficial relations between the commercial area and contiguous land.

RR Rural Residential. A district for traditional rural use with lots of 20,000 square feet or above. The principal use of the land is for suburban density residential, including manufactured housing units, and agricultural purposes. These districts are intended to ensure that residential development not having access to public water supplies and dependent upon septic tanks for sewage disposal will occur at a sufficiently low density to provide for a healthful environment.

EXISTING LAND USE: The northern parcel contains an existing convenience store, gas station facility, and a motor vehicle repair business with tire sales. The southern parcel is currently vacant land. Exhibit "B" shows the existing use of the subject property.

SURROUNDING LAND USE: Exhibit "B" illustrates the following:

- **North:** Wooded vacant land (owned by Pit Stop) and parcels with single-family homes
- **East:** Wooded lands and single-family homes
- **West:** Wooded lands and single-family homes
- **South:** Single-family homes

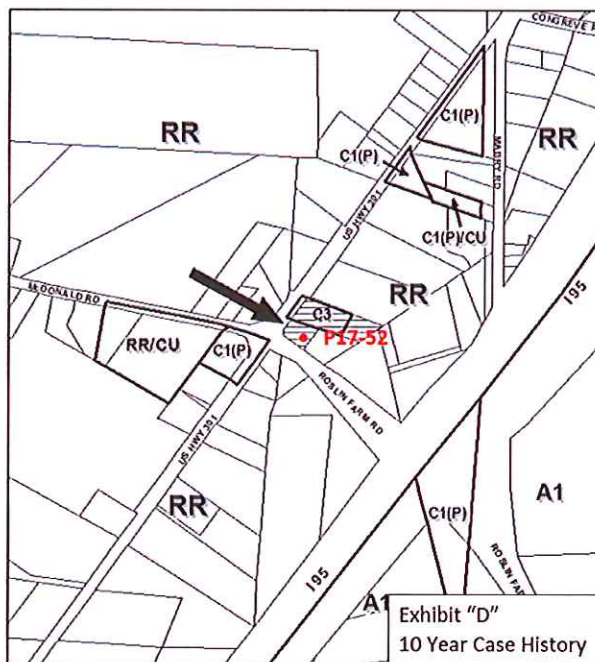
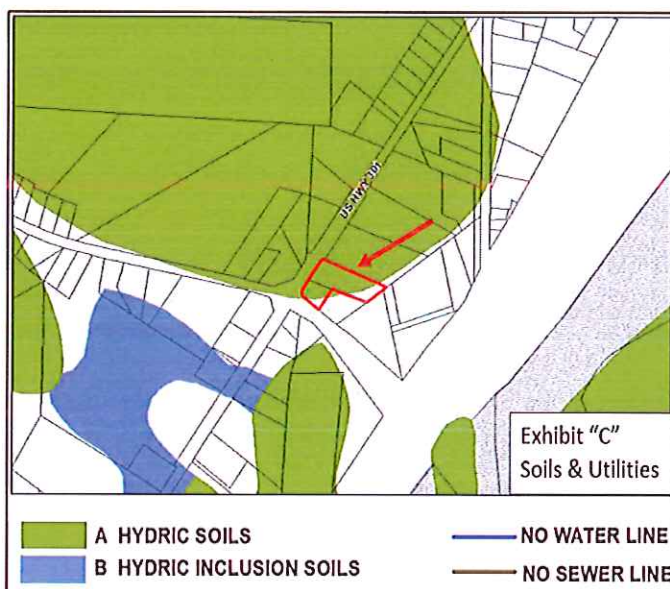
OTHER SITE CHARACTERISTICS: The site is not located in a Watershed or within a Flood Zone Hazard Area. The subject property, as delineated in Exhibit "C", illustrates presence of hydric soils on the property.

TEN YEAR ZONE CASE HISTORY:

Exhibit "D" denotes the location of the zoning case history described below.

- **P17-52:** RR to C(P); denied

DEVELOPMENT REVIEW: Site Plan review by County Planning & Inspections will be required before any development.



DIMENSIONAL PROVISIONS FOR REQUESTED DISTRICT:

Minimum Standard	C3 (Existing Zoning)	RR (Existing Zoning)	C(P)/CZ (Proposed)
Front Yard Setback	50 feet	30 feet	50 feet
Side Yard Setback	30 feet	15 feet (one & two story)	30 feet
Rear Yard Setback	30 feet	35 feet	30 feet
Lot Area	N/A	20,000 sq. ft.	N/A
Lot Width	N/A	100 feet	N/A

Development Potential:

Existing Zoning (C3)	Existing Zoning (RR)	Proposed Zoning (C(P)/CZ)
N/A	1 dwelling unit	N/A

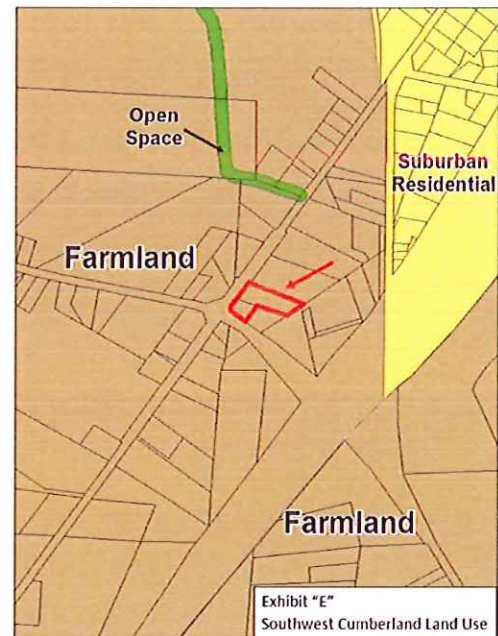
- Section 202 (A): Lot count may be rounded-up when a fraction occurs. When any requirement of this ordinance results in a fraction of a unit, a fraction of one-half or more shall be considered a whole unit, and a fraction of less than one-half shall be disregarded.

COMPREHENSIVE PLANS: This property is located within the Southwest Cumberland Land Use Plan (2013) (Exhibit "E"). The future land use classification of the property is "Farmland". Associated Zoning districts for this classification are A1, A1A, R40, R40A. **The proposed request is not consistent with the adopted Land Use Plan.**

Associated plan goals and policies that may be considered include the following:

Farmland Development Goal:

"Preserve rural character and lifestyle *where appropriate*."
(Southwest Cumberland Land Use Plan, p. 142)



IMPACTS ON LOCAL INFRASTRUCTURE AND/OR FACILITIES

UTILITIES: Water and sewer lines are not available near the subject property. It is the applicant's responsibility to determine if this utility provider will serve their development. Utilities for water and sewer are shown on Exhibit "C". Well and septic will likely be required, and the lot size must meet the minimum area necessary to accommodate both.

TRAFFIC: According to the Fayetteville Area Metropolitan Planning Organization (FAMPO), The subject parcel is located on US 301S which is identified as a minor arterial in the Metropolitan Transportation Plan. There are no roadway construction improvement projects planned and the subject property will have no significant impact on the Transportation Improvement Program. In addition, the 2021 average annual daily traffic is 8,800 with a road capacity of 14,700.

The proposed zoning of convenience retail with gasoline sales with a general floor area of approximately 4,020 SQ FT for the convenience market and retail space, will generate 5,788 trips on an average weekday. The trip generation of 4,020 SQ FT for Convenience Market is calculated below using vehicle trip ends by 1,000 SQ FT GTA;

- Weekday: 5,788 trips, 50% entering, 50% exiting (4.02 (1000 SQ FT) X average rate of 1440.02 = 5,788 trips) *** $(4020/1000=4.02)$ ***
- AM Peak: 338 trips, 51% entering, 49% exiting (4.02 (1000 SQ FT) X average rate of 84.06 = 338 trips)
- PM Peak: 393 trips, 50% entering, 50% exiting (4.02 (1000 SQ FT) X average rate of 97.66 = 393 trips)

With the existing 2021 AADT of 8,800 and an additional 5,788 weekday trips from the proposed development, the estimated future AADT will be 14,588 trips for US 301 S. The proposed development will not generate enough traffic to place it over its current capacity of 14,700 and will not significantly impact US 301 S.

SCHOOLS:

School	Capacity	Enrollment
Gallberry Farm Elementary	884	886
Gray's Creek Middle	1083	1152
Gray's Creek High	1517	1452

ECONOMIC DEVELOPMENT: Fayetteville Cumberland County Economic Development Corporation has reviewed the request and had no objection to the proposed request.

EMERGENCY SERVICES: Cumberland County Fire Marshal's office has reviewed the request and stated to ensure that all fire department access requirements are met in accordance with section 503 of the 2018 NC fire code and to ensure fire protection water supply requirements are met in accordance with Section 507 of the 2018 NC Fire Code.

SPECIAL DISTRICTS: The property is not located within the Fayetteville Regional Airport Overlay District or within five miles of Fort Bragg Military Base.

CONDITIONS OF APPROVAL: This is a conditional zoning and conditions for the use and development of the property are under Exhibit "F" with the conditional zoning site plan.

STAFF RECOMMENDATION

In Case ZON-22-0078, Planning and Inspections staff **recommends approval** of the rezoning request from C3 Heavy Commercial District and RR Rural Residential to C(P)/CZ Planned Commercial District Conditional Zoning. Staff finds the request is not consistent with the Southwest Cumberland Land Use Plan which calls for "Farmland" at this location. However, staff further finds that:

1. Approval is an amendment to the adopted, current Southwest Cumberland Land Use Plan and that the Board of Commissioners should not require any additional request or application for amendment to said map for this request,
2. The request would promote and compliment the existing commercial activity in the vicinity to serve area residents, and
3. The request would promote the remediation and rejuvenation of an existing commercial property.

The request is reasonable and in the public interest as the requested district would be compatible to and in harmony with the surrounding land use activities and zoning.

Attachments:
Notification Mailing List
Application

Exhibit "F"
Conditions of Approval

CONDITIONAL ZONING NO. ZON-22-0078

ZON-22-0078: Rezoning from RR Rural Residential District and C3 Heavy Commercial District to C(P)/CZ Planned Service and Retail Conditional Zoning District or to a more restrictive zoning district for two parcels comprising 1.66 +/- acres; located at 6283 US Highway 301 South; submitted by George Rose (applicant) on behalf of Pit Stop 301 Express, LLC, and Gamil Nagi Aldalali, Ibrahim Alsaidi, Enas Alsaidi (Owners).

REID number: 0412573088000 & 0412575175000 (as of March 2023)

The property delineated with Exhibit "A" is subject to the following conditions:

A. Applicability: All use and development of the property applicable to this Conditional Zoning (ZON-22-0078) and as delineated in Exhibit "A" shall occur consistent with the standards and requirements of the C(P) Commercial District and as further restricted herein. If any standards herein are inconsistent with the Zoning or Subdivision ordinance, the conditions set forth herein shall supersede and apply to the development of the property delineated in Exhibit "A." If not expressly stated herein the C(P) Planned Commercial District development standards shall apply.

B. Permitted and Prohibited Uses.

1. Use of the site is limited to all uses allowed in the C2(P) and Motor Vehicle Repair, a C(P) Planned Commercial District use. Motor Vehicle Body Work is not an allowed use.

C. Development Standards.

1. Setback Standards. Minimum setback standards for this residential development – for both the single family and multi-family lots --shall be:

a. Building's "A" and "B": Setbacks shall follow the C(P) District minimum requirements.

b. Building "C" (fuel station canopy): Setback of the existing fuel station canopy and its extension are subject to the following conditions depending on the applicable situation:

(1) NCDOT Approval for ROW Encroachment. The existing fuel station canopy (732 sq. ft) extends into the U.S. Highway 301 right-of-way. A right-of way utilization agreement must be obtained from NC-DOT for the existing fuel station canopy to remain at the front property line. If an agreement with DOT cannot be obtained, then the canopy must be removed or relocated to a site location that complies with the minimum front yard setback standard.

(2) Replacement of Existing Canopy/Fuel Pumps. If the Owner replaces the existing fuel canopy structure and pump stations, then the new fuel station canopy and pump stations must comply with the minimum front yard setback standard for the C(P) District. If only the fuel canopy structure is replaced and not the existing fuel pumps, then the canopy must be moved outside the Highway 301 road right-of-way.

2. Accessory structure: minimum setback standards for the C(P) Planned Commercial District shall be followed.

D. Infrastructure and Utilities

1. **Water and Sewer:**

- a. The Owner shall connect to public water and sewer when lines are located within 300 linear feet from the front yard, and shall be installed at the owner's expense. Until public water and sewer lines are within 300 feet, on-site septic tanks and wells are allowed if approved by the County Environmental Health Dept. All septic system and water well permits must be obtained from Environmental Health Dept. prior to issuance of a building permit.
- b. Authorization for wastewater system construction required before other permits to be issued. The County Health Department must approve sewer plans. Lots not served by public sewer systems are required to be large enough and of such physical character to comply with the Health Department's minimum standards. Site and soil evaluations must be conducted on the property by the County Environmental Health Department. A copy of the Health Department approval must be provided to Code Enforcement. (Note: All Health Department requirements must be met prior to issuance of final permits.) (NCGS § 130A-338 & Sec. 2306 A, County Subdivision Ord. & Sec. 1101.E, County Zoning Ord.)

2. Roads/Access:

- a. The developer must obtain a driveway permit from the NC Department of Transportation prior to construction of the driveway.
- b. Off-Site Road Improvements. Turn lanes may be required by the NC Department of Transportation (NCDOT). [Art. XIV, County Zoning Ord. & NCGS §136-18(5) & §136-93]. Developer must coordinate with NCDOT prior to submittal of any preliminary subdivision plan or final site plan regarding off-site road improvements. No certificate of occupancy shall be issued until all required NC-DOT turn lanes are completed.

3. Stormwater and Drainage:

- a. New development where the developer will disturb or intends to disturb more than one acre of land is subject to the Post-Construction Stormwater Management Permitting Program (Phase II Stormwater Management Requirements) administered by the Division of Water Quality, North Carolina Department of Environmental Quality. If one acre or more of land is to be disturbed, prior to the issuance of any building/zoning permits for this site, a copy of the State's *Post-Construction Permit* must be provided to County Code Enforcement.
- b. For any new development, an adequate drainage system must be installed by the developer in accordance with the NC Department of Environmental Quality (NCDEQ) *Manual on Best Management Practices* and all drainage ways must be kept clean and free of debris. (Section 2307.A, County Subdivision Ord.) The homeowner's association shall be responsible for maintain all stormwater facilities unless otherwise required by the NCDEQ.
- c. In the event a stormwater utility structure is required by the NC Department of Environmental Quality (NCDEQ), the owner/developer must secure the structure with a four-foot-high fence with a lockable gate and is required to maintain the detention/retention basin, keeping it clear of debris and taking measures for the prevention of insect and rodent infestation. (Sec. 1102.O, County Zoning Ord.)
- d. Prior to permit application, the developer must provide to the Code Enforcement Section documentation of NC Department of Environmental Quality Division of Energy, Mineral and Land Resources' (NCDEQ DEMLR) approval of the Sedimentation and Erosion control plan for this project. NCDEQ DEMLR requires a Sedimentation and Erosion control plan be submitted and approved 30 days prior to land disturbing activities if said land disturbing activity will exceed one acre.

If a plan is not required, per 15ANCAC 04B.0105 "Person conducting land disturbing activity shall take all reasonable measures to protect public and private property from damage cause

by such activities." Sedimentation and erosion control measures will need to be installed to protect adjacent properties. [Sec. 4-8(b)(6), County Code; originally under County jurisdiction relinquished to NCDEQ around 2000]

4. Other Utilities:

- a. For new development, all utilities, except for 25kv or greater electrical lines, must be located underground. (Section 2306.C, County Subdivision Ord.) That any lighting used to illuminate off-street parking areas shall be subject to the same standards as listed in Section 1102.M.
- b. That garbage collection be provided in a manner approved by the County Environmental Health Department. Dumpsters shall be located on a concrete pad and screened around three sides at minimum. The property shall be regularly maintained to be free of litter and trash; trash receptacles shall be provided at the fuel station; and used tires shall be stored either within a building or sold screen fence shown on the final site plan.
- c. Outdoor Lighting. Outdoor lighting shall follow the requirements of Section 1102.M. of the Zoning Ordinance, including any new lighting underneath canopy; requiring it to be placed in such a manner that no light-emitting surface is visible from any residential area or public roadway or other public way when viewed at ground level and further to reduce glare. An outdoor lighting plan shall be provided with the final site plan.

E. Environmental:

1. Underground storage tanks and fuel lines. In the event a State agencies requires replacement and/or relocation of the existing fuel pump stations and/or underground fuel storage tanks, the fuel station canopy and the fuel pumps shall be relocated to a site location that complies with the minimum front yard setback standard.
2. Noise levels shall not exceed 60 dB(A) between the hours of 10:00 p.m. and 7:00 a.m. In any case, the noise level, regardless of the time of day, shall not become a nuisance to neighboring properties and strict compliance with the County's aforementioned Noise Ordinance is required. (Note: dB(A) refers to the sound pressure level in decibels as measured on a sound level meter using the A weighting network.) A note shall be provided on the final site plan referencing the above language.

F. Development Review Process and Final Site Plan

1. That the owner(s)/developer(s) of these lots obtain detailed instructions on permits required to place a structure within this development from the Inspections Department at 130 Gillespie Street Room 106. The Inspections Department will need a copy of the approved condition sheet and map for additional information.
2. Prior to any clearing or grading of the subject property, a final site plan must be submitted to and approved by the Current Planning Division. The final site plan shall be prepared consistent with the County Zoning Ordinance and shall show the following:
 - a. All required off-street parking spaces are required to be a minimum of 9' x 20' and surfaced with a permanent material such as asphalt or concrete, and striped prior to application for the building final inspection.
 - b. A loading berth shall have minimum plan dimensions of 12 feet by 25 feet and 14 feet overhead clearance. A loading berth shall be sufficient to allow normal loading operations of a kind and magnitude appropriate to the use served per Section 1203.D
3. A landscape plan shall be submitted with the final site plan in accordance with the requirements of Section 916 subsection D complying with the standards (Section 1102.G, Zoning Ordinance).

4. The project's engineer of record will provide a letter requesting inspection to Code Enforcement Manager when site work has been completed in conformance with approved Conditional Zoning Site Plan and Final Site Plan certifying required improvements have been installed in the field.

G. Plat-Related. Prior to issuance of a building permit, the two parcels must be recombined into one single parcel under a single ownership.

If a plat is required, the following must be met by the developer/owner:

1. All building setbacks shall be shown on the final plat.
2. That the final plat must be submitted to Planning Staff for review and approval for recording; and that the final plat must be consistent with the conditional zoning site plan and the group development site plan. The final plat must be recorded prior to any permit application on any structure and/or prior to the sale of any lot or unit in this development.
3. That any/all easements appear on the final plat.

H. Other Conditions.

1. Remedy of Existing Non-Conforming Situations. Prior to any construction activity on the site, including clearing and grading, the following non-conforming situations must be remedied by the owner:
 - a. the inoperable junk motor vehicle stored in the rear yard shall be removed; b. chickens and chicken coop removed; old tires, trash and debris in the rear yard behind Building "B" shall be removed.
 - b. Building permits must be obtained for all building additions to Building "B" for which building permits were never obtained; or the building additions must be removed.
2. Use and Development Conditions. This conditional zoning and the site plan conditions of approval are not to be construed as all-encompassing of the applicable rules, regulations, etc., which must be complied with for any development. Other regulations, such as building, environmental, health, State agencies, and so forth, may govern the specific development. The developer is the responsible party to ensure full compliance with all applicable Federal, State, and local regulations.
3. Paved parking shall be provided with all parking areas, internal drives and loading areas, and all parking spaces and loading areas shall be clearly marked. In addition, no parking shall be permitted in the required front yard setback except at fuel pump stations that are allowed within the front yard setback as shown with the Conditional Zoning site plan.
4. This conditional approval is contingent upon continued compliance with the County's Zoning and Subdivision Ordinance, the conditions set forth herein, including applicable NC State Statute 160-D requirements.
5. All modifications considered to be substantial by the Planning Director, including changes in use and/or increase in intensity, to the approved Conditional Zoning districts shall be reviewed in the same manner as a new project (Cumberland County Zoning Ordinance, Section 506).
6. The owner/developer is responsible and liable for maintenance and upkeep of this site, all structures, and appurtenances, to include ensuring that the site is kept free of litter and debris, all grass areas mowed, all buffers and shrubbery kept trim and maintained, so that the site remains in a constant state of being aesthetically and environmentally pleasing.

7. Fire Protection and Review. Owner to ensure all fire department access requirements are met in accordance with section 503 of the 2018 NC fire code, and shall ensure fire protection water supply requirements are met in accordance with Section 507 of the 2018 NC Fire Code. Prior to commencing any site construction activity, building plans to scale for new construction and building renovation must be submitted to the Fire Marshal.

I. Signage.

1. This conditional approval is not approval of any freestanding signs. If a freestanding sign is desired, re-submittal of the site plan is required prior to application for any freestanding sign permits. Attached signage for this development must be in accordance with the applicable sign regulations as set forth in Article XIII of the County Zoning Ordinance and that the proper permit(s) must be obtained prior to the installation of any permanent signs on the property. (Note: This conditional approval is not approval of the size, shape, or location of any signs.)
2. All signage on the site shall comply with the County Zoning Ordinance and all existing non-conforming signs shall be removed. Any proposed signage to this site is subject to Article XIII Sign Regulations. All sign permits shall be applied through the Code Enforcement Division.

Conditions set forth herein are accepted by the Property Owner:

Property Owner (print name)

Date

Property Owner (sign name)

PLANTING LEGEND

SYMBOL	PLANT TYPE	QUANTITY	NOTES
1	PLANTING	1	PLANTING
2	PLANTING	2	PLANTING
3	PLANTING	3	PLANTING
4	PLANTING	4	PLANTING
5	PLANTING	5	PLANTING
6	PLANTING	6	PLANTING
7	PLANTING	7	PLANTING
8	PLANTING	8	PLANTING
9	PLANTING	9	PLANTING
10	PLANTING	10	PLANTING

SHEET DATA

DATE	PROJECT	LOCATION
2003 FEB 20	PIT STOP EXPRESS	HOPE HILLS, NC

BROOKS ADCOX
BETTY M C L ADCOX
6321 S US 301 HWY
PARKTON, NC 28371

IBRAHIM ALSAIDI; GAMIL N ALDALALI
NAJWA ABDALWAHAB MOHMED RAGEH
5320 SOUTH FORTY DR
HOPE MILLS, NC 28348

FAUD ALSAIDI
HANA ALSAIDI
GAMIL ADALALI
5320 SOUTH FORTY DR
HOPE MILLS, NC 28348

GAMIL NAGI ALDALALI
IBRAHIM ALSAIDI
ENAS A ALSAIDI
6283 S US 301 HWY
HOPE MILLS, NC 28348

BRENDA G BARKER
6233 ROSLIN FARM RD
HOPE MILLS, NC 28348

CHARLES MITCHELL BARTLEMUS JR
TRUSTEE
6360 S US 301 HWY
PARKTON, NC 28371

GRAHAM WESLEY BRAMBLE JR
6254 S US 301 HWY
HOPE MILLS, NC 28348

KELVIN S BRAMBLE
5080 MADISON AVE
HOPE MILLS, NC 28348

WILLAM RANDALL CAULDER
6165 MCDONALD RD
PARKTON, NC 28371

BRIAN K CORBIE
491 NORMENT RD
LUMBERTON, NC 28358

JORGE V ELIAS
5909 WATERCREST CT
FAYETTEVILLE, NC 28304

STEVE ELLIOTT
JEANETTE SMITH ELLIOT
6156 MCDONALD RD
PARKTON, NC 28371

DAVID F FERRUZZI
6809 TOWBRIDGE RD
FAYETTEVILLE, NC 28306

GARDNER HOLDINGS LLC
PO BOX 715
HOPE MILLS, NC 28348

DAVID GREGSON
6175 MCDONALD ROAD
PARKTON, NC 28371

BRENDA HOOD
6233 ROSLIN FARM RD
HOPE MILLS, NC 28348

MICHAEL GARLAND MCLEAN LIFE ESTATE
6246 MABRY RD
HOPE MILLS, NC 28348

NC DEPT OF TRANSPORTATION
1546 MAIL SERVICE CTR
RALEIGH, NC 27611

NEW VISION CHRISTIAN CHURCH INC
PO BOX 193
HOPE MILLS, NC 28348

DAVID L PAIT
RITA M PAIT
3670 HEARTPINE DR
FAYETTEVILLE, NC 28306

PIT STOP 301 EXPRESS LLC
6279 US HWY 301 S
HOPE MILLS, NC 28348

PIT STOP 301 EXPRESS LLC
6283 S US 301 HWY
HOPE MILLS, NC 28348

SEALY LUCINDA
8952 HERITGE DR SW
SUNSET BEACH NC 28468

ZACHARY TAYLOR
449 E 22 ST 1C
BROOKLYN, NY 11226

ZACHARY M TAYLOR
6250 MABRY RD
HOPE MILLS, NC 28348

JULIA B UPCHURCH
6266 S US 301 HWY
HOPE MILLS, NC 28348

STEEN ADAM WOOD
CRYSTAL LYNN WOOD
6365 US 301 HWY
PARKTON, NC 28371

ATTACHMENT: APPLICATION



County of Cumberland
Planning & Inspections Department

CASE #: ZON-22-0078

PLANNING BOARD
MEETING DATE: _____

DATE APPLICATION
SUBMITTED: _____

RECEIPT #: _____

RECEIVED BY: _____

**APPLICATION FOR
CONDITIONAL ZONING DISTRICT
REZONING REQUEST
CUMBERLAND COUNTY ZONING ORDINANCE**

Upon receipt of this application (petition), the County Planning & Inspections Staff will present to the Joint Planning Board the application at a hearing. In accordance with state law and board's policy, the staff will provide notice of the hearing to the appropriate parties and in the proper manner.

The Joint Planning Board will make a recommendation to the Cumberland County Board of Commissioners concerning the request. The Board of Commissioners will schedule a public hearing and issue a final decision on the matter. Generally, the Commissioners will hold their public hearing in the month following the meeting of the Planning Board. The Conditional Zoning District shall not be made effective until the request is heard and received approval by the Board of Commissioners.

The following items are to be submitted with the completed application:

1. A copy of the recorded deed and/or plat.
2. If a portion of an existing tract is/are being submitted for rezoning, an accurate written legal description of only the area to be considered;
3. A copy of a detailed site plan drawn to an engineering scale, showing the location of all buildings, yard dimensions, driveways, fencing, lighting parking areas, landscaping, and all other pertinent data to the case; and
4. A check made payable to the "Cumberland County" in the amount of \$ _____.

The Planning & Inspections Staff will advise on zoning options, inform applicants of development requirement and answer questions regarding the application and rezoning process. For further questions, call (910)678-7627. Hours of operation are 8:00 a.m. to 5:00 p.m., Monday through Friday.

NOTE: Any revisions, inaccuracies or errors to the application may cause the case to be delayed and will be scheduled for the next available board meeting according to the board's meeting schedule. Also, the application fee is nonrefundable.

The Planning and Inspections Staff is available for advice on completing this application; however, they are not available for completion of the application or preparation of the site plan.

**TO THE CUMBERLAND COUNTY JOINT PLANNING BOARD AND THE BOARD OF
COUNTY COMMISSIONERS OF CUMBERLAND COUNTY, NC:**

I (We), the undersigned, hereby submit this application, and petition the County Commissioners to amend and to change the zoning map of the County of Cumberland as provided for under the provisions of the County Zoning Ordinance. In support of this petition, the following facts are submitted:

1. Applicant/Agent GEORGE M. ROYE
2. Address: P.O. BOX 53441 FAYETTEVILLE Zip Code 28305
3. Telephone: (Home) _____ (Work) 910-977-5822
4. Location of Property: 6295 US 301 SOUTH SOUTHEAST CORNER
OF INTERSECTION OF US 301 SOUTH AND ROSLIN FARM ROAD.
5. Parcel Identification Number (PIN #) of subject property: 0412-51-3088
(also known as Tax ID Number or Property Tax ID) 0412-51-5119
6. Acreage: 1.06 Frontage: 477 (301) (ROSLIN) Depth: IRREGULAR
7. Water Provider: WELL
8. Sewer Provider: SEPTIC
9. Deed Book 10756 10110, Page(s) 303 735, Cumberland County Registry. (Attach copy of deed of subject property as it appears in Registry).
10. Existing use of property: VACANT (CORNER), CONVENIENCE STORE
11. Proposed use(s) of the property: CONVENIENCE STORE

NOTE: Be specific and list all intended uses.

12. Has a violation been issued on this property? Yes _____ No ✓
13. It is requested that the foregoing property be rezoned FROM: RR
TO: (Select one)
✓ Conditional Zoning District, with an underlying zoning district of C2(P) C(P)/C2
(Article V)
Mixed Use District/Conditional Zoning District (Article VI)
Density Development/Conditional Zoning District, at the _____ Density
(Article VIII)

APPLICATION FOR
CONDITIONAL ZONING

1. PROPOSED USE(S):

- A. List the use(s) proposed for the Conditional Zoning. (Use of the underlying district will be restricted to only the use(s) specified in this application.)

CONVENIENCE STORE

- B. Density: List the amount of acreage that will be residential, commercial, and/or open space, and the number of lots and/or dwelling units proposed, and the square footage of the non-residential units.

NO RESIDENTIAL OR OPEN SPACE ACREAGE.
PROPOSED 4,020 SQUARE FOOT CONVENIENCE
STORE WITH FUEL PUMPS AND CANOPY.

2. DIMENSIONAL REQUIREMENTS:

- A. Reference either the dimensional requirements of the district (Sec. 1004) or list the proposed setbacks.

FRONT 50' REQUIRED - 60' SHOWN
REAR 30' REQUIRED - 30' SHOWN
SIDE 30' REQUIRED - 50' SHOWN

- B. Off-street parking and loading (Sec. 1202 & 1203): List the number of spaces, type of surfacing material and any other pertinent information.

9 SPACES SHOWN
ASPHALT SURFACE

3. SIGN REQUIREMENTS:

Reference the district sign regulations proposed from Article XIII.

XIII, SECTION 1305

4. LANDSCAPE AND BUFFER REQUIREMENTS:

- A. For all new non-residential and mixed-use development abutting a public street, indicate the number and type of large or small ornamental trees used in the streetscape, yard space, and/or parking areas, plus the number and type of shrubs. (Sec. 1102N). NOTE: All required landscaping must be included on the site plan.

2 SMALL ORNAMENTAL TREES PER 50
LINEAR FEET OF FRONTAGE = 10 TREES
1 ORNAMENTAL TREE PER 50 LF BUILDING WIDTH = 2 TREES
2 SHRUBS PER 10 LF BUILDING WIDTH = 16 SHRUBS

- B. Indicate the type of buffering and approximate location, width and setback from the property lines.

6' SOLID FENCE ALONG REAR PROPERTY LINE
WHERE ADJACENT TO RR ZONING

5. MISCELLANEOUS:

List any information not set forth above, such as the days and hours of the operation, number of employees, exterior lighting, noise, odor and smoke, emission controls, etc.

6. SITE PLAN REQUIREMENTS:

The application must include a site plan drawn to the specifications of Sec. 1402. If the proposed uses involve development subject to the Godwin Subdivision Ordinance, the site plan required may be general in nature, showing a generalized street pattern, if applicable, and the location of proposed uses. If the proposed uses include development not subject to the subdivision ordinance, the site plan shall be of sufficient detail to allow the County Planning and Inspections Staff, and the Joint Planning Board to analyze the proposed uses and arrangement of uses on the site. It shall also include the footprints of all buildings (proposed and existing), the proposed number of stories, location and number of off-street parking and loading spaces, proposed points of access to existing streets and internal circulation patterns. In addition, the location of all proposed buffers and fences and landscaping shall be included on the site plan.

7. STATEMENT OF ACKNOWLEDGMENT:

It is understood by the undersigned that the official zoning map, as originally adopted and subsequently amended, is presumed to be appropriate to the property involved and that the burden of proof for a zoning amendment (rezoning) rest with the petitioner.

It is the responsibility of the petitioner (personally or by agent) to submit to the County Planning and Department a valid request, not incompatible with existing neighborhood zoning patterns.

I further understand I must voluntarily agree to all ordinance related conditions prior to the first hearing on the case. The undersigned hereby acknowledge that the County Planning & Inspections Staff has conferred with the petitioner or assigns, and the application as submitted is accurate and correct.

PIT STOP 301 EXPRESS LLC

Name of Owner(s) (Print or Type)

5601 McDONALD ROAD, PARKTON, NC 28371

Address of Owner(s)

E-Mail

Home Telephone

910-524-7986

Work Telephone

Signature of Owner(s)

FUAD ALSAIDI

Signature of Owner(s)

GEORGE M. ROSE

Name of Agent, Attorney, Applicant (by assign) (Print or Type)

P.O. BOX 53441 FAYETTEVILLE, NC 28305

Address of Agent, Attorney, Applicant

Home Telephone

910-977-5822

Work Telephone

E-Mail Address

george@gmrpe.com

Fax Number

Signature of Agent, Attorney,
or Applicant

George M. Rose

* ALL record property owners must sign this petition.

* The contents of this application, upon submission, becomes "public record."

From: [George Rose](#)
To: [David Moon](#)
Cc: [Christopher Portman](#); margaretc@jenkinsce.pro; [Buddy Jenkins](#)
Subject: RE: Pit Stop Conditional Zoning Conditions
Date: Tuesday, March 14, 2023 3:33:03 PM
Attachments: [image001.png](#)

CAUTION: This email originated from outside of the County. Do not open attachments, click on links, or reply unless you trust the sender or are expecting it.

David,

Reference case number ZON-22-0078, we have spoken with the developer and he has agreed to the conditions as outlined in the attachment with your March 9th email. Please call if you have questions.

George M. Rose
P.O. Box 53441
Fayetteville, NC 28305
george@gmrpe.com
Mobile: 910-977-5822
Office: 910-485-5822

From: David Moon <dmoon@cumberlandcountync.gov>
Sent: Thursday, March 9, 2023 6:06 PM
To: George Rose <george@gmrpe.com>
Cc: Christopher Portman <cportman@cumberlandcountync.gov>
Subject: Pit Stop Conditional Zoning Conditions
Importance: High

George:

See the attachment and let's meet or talk on the phone Friday.

David B. Moon, AICP
Deputy Director

Department of Planning & Inspections
130 Gillespie Street
Fayetteville, NC 28301
Phone: (910) 678-7606
www.cumberlandcountync.gov



Ad Preview

PUBLIC NOTICE

The Cumberland County Board of Commissioners will meet at 6:45 p.m. on April 17, 2023 in room 118 of the County Courthouse at 117 Dick Street to hear the following:

ZON-22-0078: Rezoning from RR Rural Residential Dis. and C3 Heavy Com. Dis. to C(P)/CZ Planned Service and Retail Conditional Zon. Dis. or a more restrictive zoning dis. for two parcels comprising 1.66 +/- acs; 6283 and 6295 US 301 South; George Rose (applicant) Pit Stop 301 Express, LLC, and Gamil Nagi Aldalali, Ibrahim Alsaidi, Enas Alsaidi (owners).

ZON-22-0085: Rezoning from A1 Agricultural Dis. to R40 Residential Dis. or to a more restrictive zoning dis.; 83.3 +/- ac.; 3255 School Rd. and two abutting parcels; Gregory McLean (owner/applicant).

ZON-23-0003: Rezoning from R10 Residential Dis. & CD Conversancy Dis. to R5 Residential Dis. or to a more restrictive zoning dis.; 20.17 +/- ac. parcel; w. of Lillington Hwy and n. of Cottageville Dr; Moorman, Kizer & Reitzel, Inc. (applicant), Spring Lake Properties (owner).

ZON-23-0004: Rezoning from A1 Agricultural Dis. to R20 Residential Dis. or to a more restrictive zoning dis.; 1.58 +/- ac.; 1322 Sand Hill Rd; Chris Roberts (applicant), Jesse Chason (owner).
4/3/23, 4/10/23 8629539



PLANNING AND INSPECTIONS DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF APRIL 17, 2023

TO: BOARD OF COUNTY COMMISSIONERS

FROM: CUMBERLAND COUNTY JOINT PLANNING BOARD

DATE: 4/6/2023

SUBJECT: CASE ZON-22-0085

BACKGROUND

ZON-22-0085: Rezoning from A1 Agricultural District to R40 Residential District or to a more restrictive zoning district for 83.3 +/- acres; located at 3255 School Road and two abutting parcels; submitted by Gregory McLean (owner/applicant).

RECOMMENDATION / PROPOSED ACTION

Planning Board Action: Recommended denial of the rezoning request from A1 Agricultural District to R40 Residential District at their March 21, 2023 meeting for the reasons stated and as fully reflected in the minutes of the Planning Board Meeting which are incorporated herein by reference.

Staff Recommendation: Planning and Inspections staff recommends approval of the rezoning request from A1 Agricultural District to R40 Residential District. Staff finds the request is consistent with the South-Central Land Use Plan which calls for "Farmland" at this location. Staff also finds that the request is reasonable and in the public interest as it is compatible to and in harmony with the surrounding land use activities and zoning.

If the Board of Commissioners wishes to follow the recommendation of the Planning Board in this case, the following motion is appropriate:

MOTION:

In Case ZON-22-0085, I move to deny the rezoning request from A1 Agricultural District to R40 Residential District and find that the request is not consistent with the South-Central Land Use Plan which calls for "Farmland" at this location. The request is not reasonable or in the public interest due to concerns of increased stormwater drainage and traffic associated with the request.

If the Board of Commissioners does not wish to follow the recommendation of the Planning Board in this case, the following motion is appropriate:

MOTION:

In Case ZON-22-0085, I move to approve the rezoning request from A1 Agricultural District to R40 Residential District and find the request is consistent with the South-Central Land Use Plan which call for “Farmland” at this location. The request is reasonable and in the public interest as the requested district would be compatible to and in harmony with the surrounding land use activities and zoning.

ATTACHMENTS:

Description

Type

Case ZON-22-0085

Backup Material



Planning & Inspections Department

APRIL 6, 2023

MEMO TO: Cumberland County Board of Commissioners

FROM: Cumberland County Joint Planning Board

SUBJECT: **ZON-22-0085:** Rezoning from A1 Agricultural District to R40 Residential District or to a more restrictive zoning district for 83.3 +/- acres; located at 3255 School Road and two abutting parcels; submitted by Gregory McLean (owner/applicant).

ACTION: Recommended denial of the rezoning request from A1 Agricultural District to R40 Residential District at their March 21, 2023 meeting for the reasons stated and as fully reflected in the minutes of the Planning Board Meeting which are incorporated herein by reference.

MINUTES OF MARCH 21, 2023

Mr. Portman presented the case information and photos.

In Case ZON-22-0085, Planning and Inspections staff recommends approval of the rezoning request from A1 Agricultural District to R40 Residential District. Staff finds the request is consistent with the South-Central Land Use Plan which calls for "Farmland" at this location. Staff also finds that the request is reasonable and in the public interest as it is compatible to and in harmony with the surrounding land use activities and zoning.

Mr. Howard advised the Board that there were people signed up to speak in favor and in opposition.

Public meeting opened.

Mr. Scott Brown spoke in favor and stated that he was the civil engineer on the project and was present with the applicant. Mr. Brown stated that there were no plans with the property right now, they just want to get the rezoning done for R40. The plan would be to put well and septic in, unless years down the road public water comes in. He stated that he didn't think that drainage would be an issue because it's adjacent to the school, there is a rise in the middle of the property and drains away from it, the site is suitable for septic.

Chair Crumpler asked if there was any idea of where stormwater would be run.



Planning & Inspections Department

Mr. Brown responded that there were existing easements through the existing subdivision, and there is a natural flow of water to the east and west. With the R40 zoning, you have bigger lots having open ditches that would qualify as a low-density development because you won't generate the amount of stormwater that you would on a zoning like R10.

Karen Graham spoke in opposition. Ms. Graham stated that she lived directly across from the subject property. Ms. Graham stated that she had concerns about water, increased traffic, and concerned about the schools already being at capacity.

Mr. Marcus Hines was signed up to speak in opposition but yielded his time to the next speaker.

Mr. Wendell Troy spoke in opposition. Mr. Troy stated that he would like to know more about the project such as the lot sizes thinks and believes some kind of traffic study should be done to see what the impact of this might be.

Ms. Beth Lee spoke in opposition. Ms. Lee stated her concerns were with the safety of the area and the potential increase in traffic.

Mr. Frank Melvin spoke in opposition. Mr. Melvin stated that the schools and roads are already overcrowded, and water is going to run through his yard anyway. He is concerned with the increase in traffic.

Robert Spencer spoke in opposition. Mr. Spencer stated that he has concerns about water and Gen X being in the water table. He also has concerns about increased traffic and water runoff.

Mr. David Wright spoke in opposition. Mr. Wright stated that he had concerns about water runoff and asked that this case be delayed. He stated that he also agreed with the previous speakers.

Mr. Todd Martin was signed up to speak in opposition but passed on the opportunity to speak.

Chair Crumpler asked Mr. Brown if the water had been tested.

Mr. Brown stated some have been tested and some haven't, and those that have been tested have the reverse osmosis system on it for treatment, and each lot will be evaluated in the event that water is not extended into the area. If a treatment system is needed than a treatment system will be provided.

Public meeting closed.

Clarence G. Grier
County Manager

Sally Shutt
Assistant County Manager



Rawls Howard
Director

David Moon
Deputy Director

Planning & Inspections Department

Mr. Burton said that he had an issue with drainage and doesn't think the easements will be maintained.

Mr. Walters had concerns about the traffic and safety for such a large development.

In Case ZON-22-0085, Mr. Walters made a motion, seconded by Mrs. Moody to recommend denial of the rezoning request from A1 Agricultural District to R40 Residential District based on concerns of potential stormwater drainage and traffic associated with the request. Unanimous approval.

First Class and Record Owners' Mailed Notice Certification

A certified copy of the tax record owner(s) of the subject and adjacent properties and their tax record mailing address is contained within the case file and is incorporated by reference as if delivered herewith. The record owners' certified receipt of notice is also included.

Historic Cumberland County Courthouse | 130 Gillespie Street | P.O. Box 1829
Fayetteville, North Carolina 28301 | Phone: 910-678-7600 | Fax: 910-678-7631

cumberlandcountync.gov

REQUEST

Rezoning A1 to R40

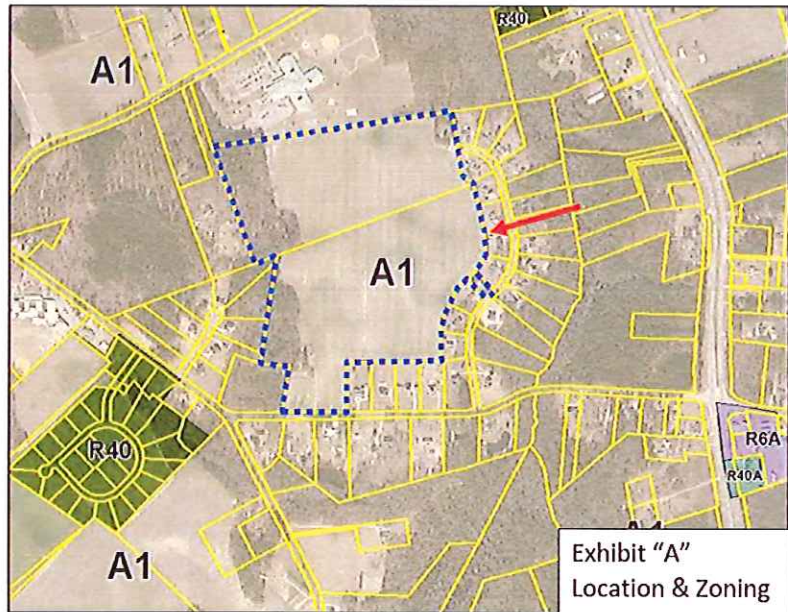
Applicant requests a rezoning from A1 Agricultural District to R40 Residential District for three parcels of approximately 83.3 combined acres located at 3255 School Road and the two abutting parcels. Two parcels are used for agriculture farming and the third parcel (comprising 0.44 acres) is vacant and appears to serve as a potential future road connection to Pidgeon Farm Road. Residential lots within the Longbranch Plat surround this third parcel on three sides but this parcel is not a part of the Longbranch Plat, which is provided as an attachment. The intent of the property owner is to subdivide the property to create a residential development with a minimum lot size of 40,000 sq. ft.

PROPERTY INFORMATION

OWNER/APPLICANT: Gregory McLean

ADDRESS/LOCATION: Refer to Exhibit "A", Location and Zoning Map. REID number: 0441254172000, 0441261096000, 0441353280000

SIZE: 83.3 +/- acres within three parcels. The northern parcel contains approximately 35.59 +/- acres and the parcel abutting School Road approximately 47.28 +/- acres. There is a 0.44 +/- acre parcel located within the Longbranch Subdivision but is not a part of the Longbranch Plat. Road frontage along school Road is 533 +/- feet. The property has a varying depth due to its shape but is approximately 2,288 +/- feet in length at its deepest point.



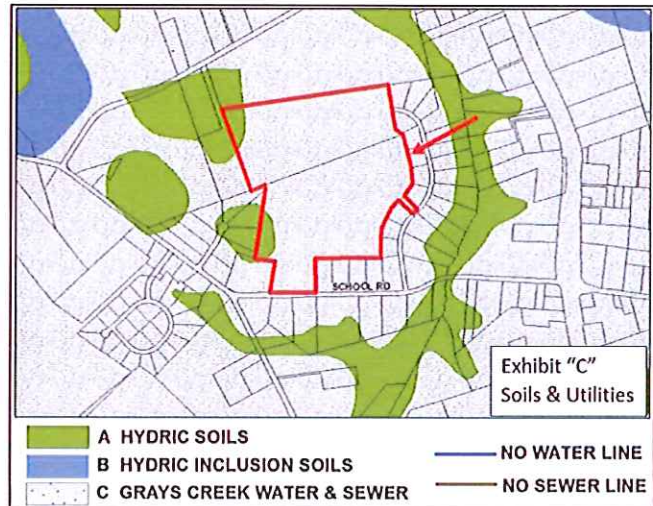
EXISTING ZONING: The subject property is currently zoned A1 Agricultural District. Minimum lot size for this district is two acres. This district is intended to promote and protect agricultural lands, including woodland, within the County. The general intent of the district is to permit all agricultural uses to exist free from most private urban development except for large lot, single-family development. Some public and/or semi-public uses as well as a limited list of convenient commercial uses are permitted to ensure essential services for the residents.

EXISTING LAND USE: Each parcel is vacant. Exhibit "B" shows the existing use of the subject property.

SURROUNDING LAND USE: Exhibit "B" illustrates the following:

- **North:** Alderman Road Elementary School
- **East:** Longbranch subdivision (zero-lot line subdivision w\ abutting lot size of one acre or greater)
- **West:** Edgewoods Farm Subdivision (zero-lot line w/ lots sizes ranging from 0.84 to 1.7 acres.)
- **South:** Longbranch subdivision (zero lot line) and other single family homes.

OTHER SITE CHARACTERISTICS: The site is not located in a Watershed or within a Flood Zone Hazard Area. The subject property, as delineated in Exhibit "C", illustrates presence of hydric soils at a small portion of the southwest and northwest corner of the property.

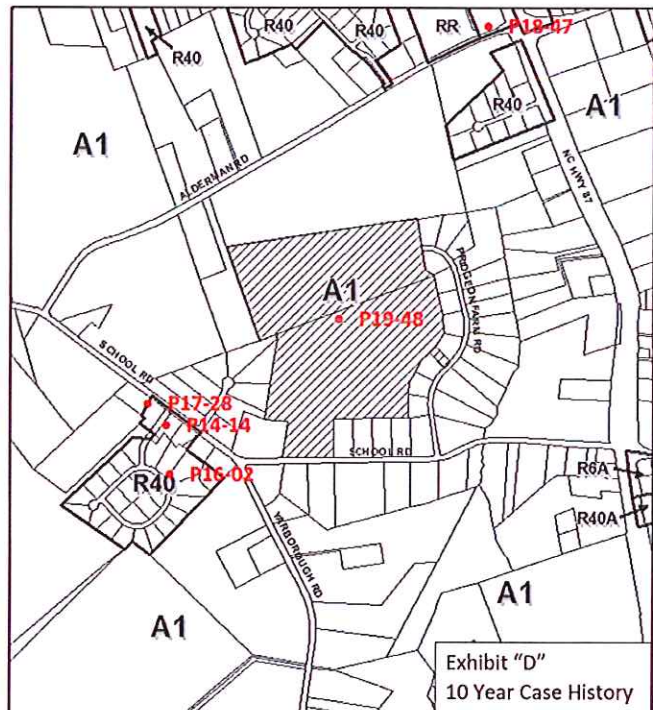


TEN YEAR ZONE CASE HISTORY:

Exhibit "D" denotes the location of the zoning case history described below.

- P14-14: A1 to R40; approved R40 ON 2.72 ACRES
- P16-02: A1 to R40; approved
- P17-28: A1 & R40 to R40; approved
- P18-47: RR to C2(P); approved
- P19-48: A1 to R40; withdrawn by applicant

DEVELOPMENT REVIEW: Subdivision review by County Planning & Inspections will be required before any development. A pedestrian connection to Alderman Elementary is required per Subdivision Code.



DIMENSIONAL PROVISIONS FOR REQUESTED DISTRICT:

Minimum Standard	A1 (Existing Zoning)	R40 (Proposed)
Front Yard Setback	50 feet	30 feet
Side Yard Setback	20 feet (one story) 25 feet (two story)	15 feet
Rear Yard Setback	50 feet	35 feet
Lot Area	2 acres	40,000 sq. ft.
Lot Width	100'	100'

Development Potential:

Existing Zoning (A1)	Proposed Zoning (R40)
42 dwelling units	91 dwelling units

- Lot yield estimate based on minimum lot area and total land area. Calculation does not take into consideration land for streets, parks and open space, stormwater retention, other common areas.
- Section 202 (A): Lot count may be rounded-up when a fraction occurs. When any requirement of this ordinance results in a fraction of a unit, a fraction of one-half or more shall be considered a whole unit, and a fraction of less than one-half shall be disregarded.

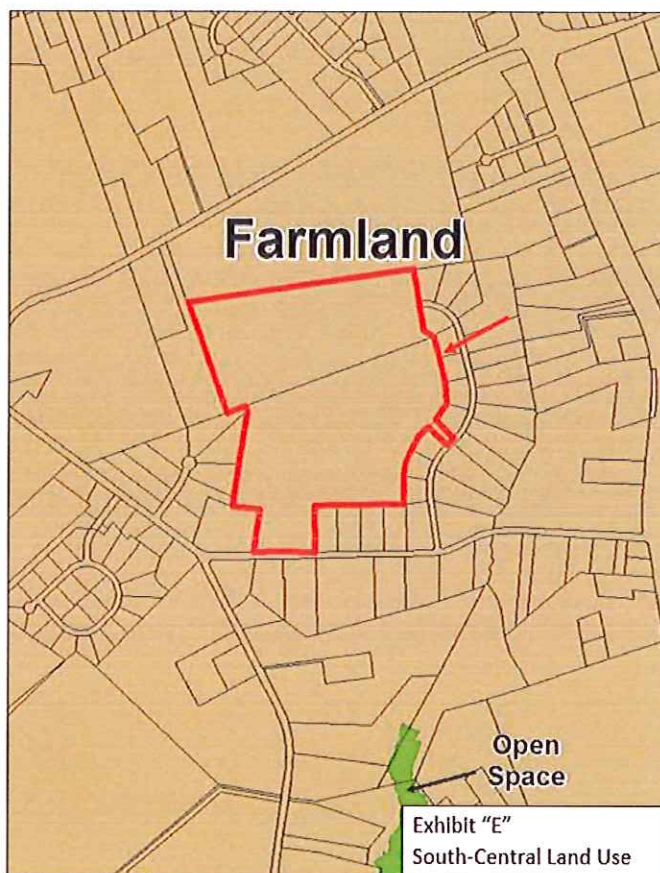
COMPREHENSIVE PLANS: This property is located within the South Central Land Use Plan (2015), as shown in Exhibit "E". The future land use designation of this property is "Farmland". Associated Zoning districts for this classification are A1, A1A, R40, R40A. **The proposed rezoning request is consistent with the adopted land use plan.**

APPLICABLE PLAN GOALS/POLICIES:

Residential Development Goal:

Provide a complete range of residential housing types that accommodates the needs of all residents with adequate infrastructure while preserving the character of the area and protecting environmentally sensitive areas.

- Promote the building of quality housing.
- Promote sidewalks and pedestrian facilities, where appropriate to provide access to facilities such as schools, commercial areas, and recreation facilities.
- Encourage the use of low impact developments techniques.



IMPACTS ON LOCAL INFRASTRUCTURE AND/OR FACILITIES

UTILITIES: Water and sewer lines are not available near the subject property. It is the applicant's responsibility to determine if this utility provider will serve their development. Utilities for water and sewer are shown on Exhibit "C". Well and septic will be required if public water and sewer lines are not available at the time of development. Lot size must meet the minimum area necessary to accommodate both.

TRAFFIC: Road access points to the site can occur from School Road and from two points along Pridgeon Farm Road -- at the north end of the street and at appoint mid-block. According to the Fayetteville Area Metropolitan Planning Organization (FAMPO), The subject parcels are located on School Road which is identified as a local road in the Metropolitan Transportation Plan. There are no roadway construction improvement projects planned and the subject property will have no significant impact on the Transportation Improvement Program. In addition, there is no 2021 AADT for School Road and there is no available road capacity data. Due to lack of data and the small scale, the new zoning request does not demand a trip generation. The new zoning should not generate enough traffic to significantly impact School Road.

SCHOOLS CAPACITY/ENROLLMENT:

School	Capacity	Enrollment
Alderman Road Elementary	707	661
Gray's Creek Middle	1083	1152
Gray's Creek High	1517	1452

ECONOMIC DEVELOPMENT: Fayetteville Cumberland County Economic Development Corporation has reviewed the request and had no objection to the proposed request.

EMERGENCY SERVICES: Cumberland County Fire Marshal's office has reviewed the request and stated to ensure all applicable fire department access requirements are met in accordance with Section 503 of the 2018 NC Fire Code and to ensure fire protection water supply requirements are met in accordance with Section 507 of the 2018 NC Fire Code.

SPECIAL DISTRICTS: The property is not located within the Fayetteville Regional Airport Overlay District or within five miles of Fort Bragg Military Base.

CONDITIONS OF APPROVAL: This is a conventional zoning and there are no conditions at this time.

STAFF RECOMMENDATION

In Case ZON-22-0085, Planning and Inspections staff **recommends approval** of the rezoning request from A1 Agricultural District to R40 Residential District. Staff finds the request is consistent with the South-Central Land Use Plan which calls for "Farmland" at this location. Staff also finds that the request is reasonable and in the public interest as it is compatible to and in harmony with the surrounding land use activities and zoning.

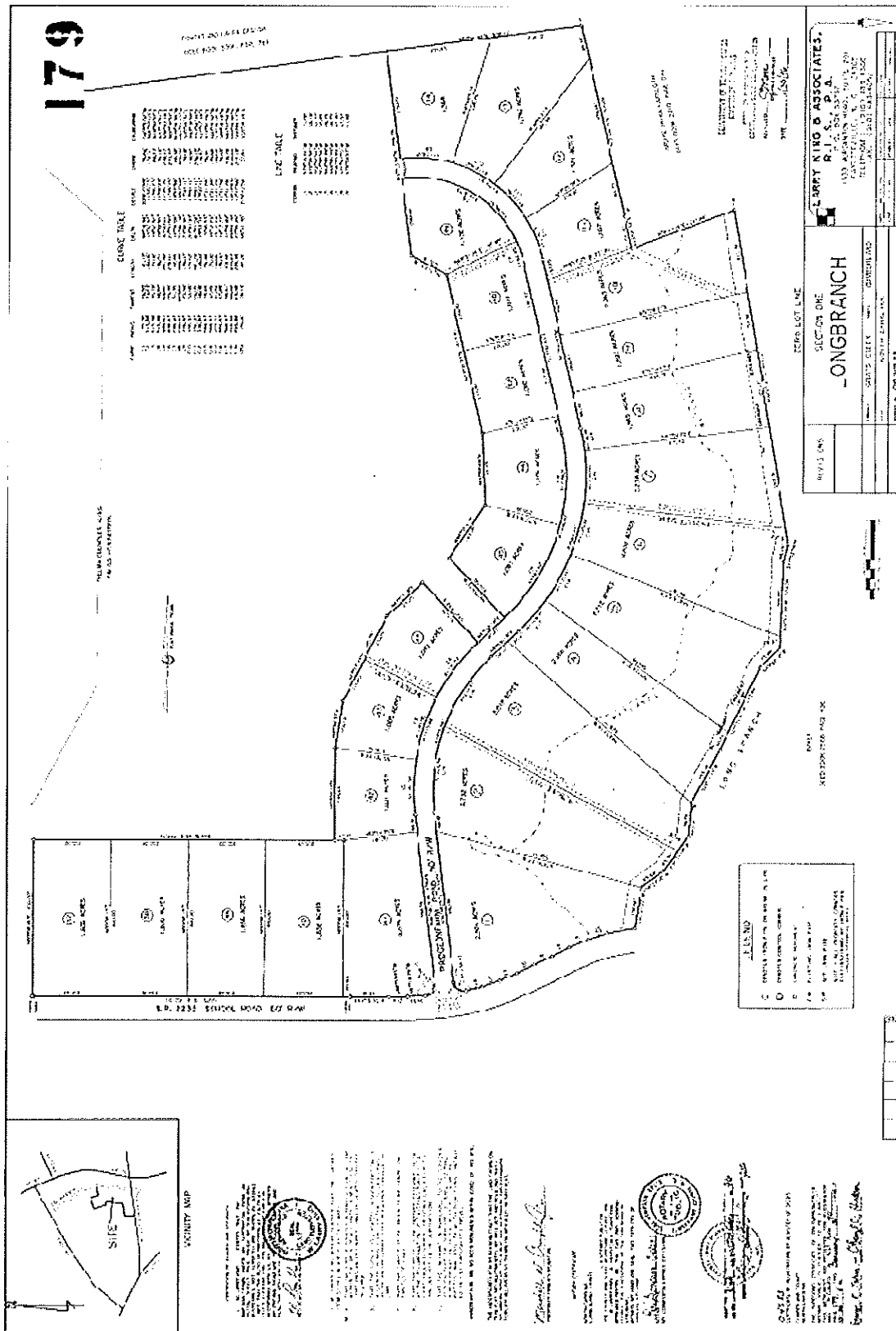
Attachments:

Notification Mailing List
Longbranch Plat (abutting)
Application

ATTACHMENT – MAILING LIST

FORREST, RANDALL JERRY;FORREST, DANIEL JACKSON	2229 PRIDGEON FARM RD	FAYETTEVILLE, NC 28306
JOHNSON, DANNY L;JOHNSON, LINDA H	3326 SCHOOL RD	FAYETTEVILLE, NC 28306
TINER, JIMMY WAYNE;TINER, BELINDA ANN	2141 PRIDGEON FARM RD	FAYETTEVILLE, NC 28306
PATTERSON, BRYAN L;PATTERSON, LISA A	2784 ALDERMAN RD	FAYETTEVILLE, NC 28306
TAYLOR, JAKE M JR;TAYLOR, SUSAN M	5731 IONE CT	HOPE MILLS, NC 28348
BAKER, SETH P;BAKER, DENISE M	2224 PRIDGEONFARM RD	FAYETTEVILLE, NC 28306
LAKEY, JODY L JR;MARONEY, ALYSSA E	186 VERDMONT DR	RAEFORD, NC 28376
DREHER-JOHNSON, AUDREY R;DREHER-JOHNSON, WILLIAM H JOHNSON	5732 IONE CT	HOPE MILLS, NC 28348
BLACKSHEAR, DITZAH;BLACKSHEAR, TORRIS	2241 PRIDGEONFARM ROAD	FAYETTEVILLE, NC 28306
ALBERY, PEARL P;ALBERY, JAMES G	3488 SCHOOL RD	FAYETTEVILLE, NC 28306
MELVIN, ROBERT FRANKLIN	3386 SCHOOL RD	FAYETTEVILLE, NC 28306
MARVIN UNITED METHODIST CHURCH	6740 S NC 87 HWY	FAYETTEVILLE, NC 28306
WILLIAMS, CASSIUS C;WILLIAMS, JAYE D	3321 SCHOOL RD	FAYETTEVILLE, NC 28306
CASHWELL, DENNIS V;CASHWELL, DEBORAH H	3216 SCHOOL RD	FAYETTEVILLE, NC 28306
COLE, CHAD H	4209 YARBOROUGH RD	HOPE MILLS, NC 28348
MCLEAN, GREGORY G	3857 LEGION RD	HOPE MILLS, NC 28348
FREDENBURG, ANTHONY E;FREDENBURG, HEATHER	2325 PRIDGEONFARM RD	FAYETTEVILLE, NC 28306
RHONE, PEARL WILLIAMS	2240 PRIDGEONFARM RD	FAYETTEVILLE, NC 28306
DEVORE, CHARLES JEFFREY;DEVORE, JUDY N	3114 SCHOOL RD	HOPE MILLS, NC 28348
PATTON, BRANDON S	229 OLD ST	FAYETTEVILLE, NC 28309
PARADISE HOMES OF FAYETTEVILLE, LLC	2094 ORVILLE STREET	EASTOVER, NC 28312
MARTIN, JEFFREY TODD	2322 PRIDGEONFARM RD	FAYETTEVILLE, NC 28306
BLAKE, AMI L.;BLAKE, ROBERT B.	5700 IONE CT	HOPE MILLS, NC 28348
LILLY, MADELINE KAY	2135 PRIDGEONFARM RD	FAYETTEVILLE, NC 28306
LEE, ELIZABETH F	3280 SCHOOL RD	FAYETTEVILLE, NC 28306
PATTON, BRANDON SHAWN;PATTON, AMANDA L	6552 S NC 87 HWY	FAYETTEVILLE, NC 28306
CASHWELL, WILLIAM T.;CASHWELL, STACEY M.	3216 SCHOOL RD	FAYETTEVILLE, NC 28306
BAKER, MARYANNE ALMENIA	7265 NC HWY 87 S	FAYETTEVILLE, NC 28306
KAHLENBERG, DEANA;KAHLENBERG, MARK	2315 PRIDGEON FARM RD	FAYETTEVILLE, NC 28306
WELLS, RHONDA K;WELLS, SCOTT A	2212 PRIDGEONFARM RD	FAYETTEVILLE, NC 28306
HOLLOWAY, WILLIAM H;HOLLOWAY, DEBORAH B	5716 IONE CT	HOPE MILLS, NC 28348
DEVORE, CHARLES JEFFREY;DEVORE, JUDY N	3114 SCHOOL RD	HOPE MILLS, NC 28348
SHELLEY, IRA B JR;SHELLEY, GABRIELE B	3362 SCHOOL RD	FAYETTEVILLE, NC 28306
MELVIN, ROBERT FRANKLIN	3386 SCHOOL ROAD	FAYETTEVILLE, NC 28306
SPENCER, JEANETTE RENE;SPENCER, ROBERT LESLIE	2123 PRIDGEON FARM RD	FAYETTEVILLE, NC 28306

MULLIS, STEVE NEAL;MULLIS, PATRICIA A	2300 PRIDGEONFARM RD	FAYETTEVILLE, NC 28306
WALTERS, SUSAN M;WILLIAM, C MELVIN	4118 YARBOROUGH RD	HOPE MILLS, NC 28348
MCNAIR, LEE A	3414 SCHOOL RD	FAYETTEVILLE, NC 28306
EDGEWOODS FARM LLC	3114 SCHOOL RD	HOPE MILLS, NC 28348
HINDS, JAMES M.;HINDS, JENNIFER R.	2130 PRIDGEONFARM RD	FAYETTEVILLE, NC 28306
WALTERS, DENNIS M;WALTERS, SUSAN M	4100 YARBOROUGH RD	HOPE MILLS, NC 28348
RICHARDS, ROBERT O;RICHARDS, JAMEY	3341 SCHOOL RD	FAYETTEVILLE, NC 28306
BURNS, PASSHA R;BURNS, MICHAEL J	5708 IONE CT	HOPE MILLS, NC 28348
WALTERS, WILLIAM M;WALTERS, TIFFANY S	4190 YARBOROUGH RD	HOPE MILLS, NC 28348
CRUZ, AMANDA L;NIEVES, MIGUEL A CRUZ	5844 DOTTIE CIR	HOPE MILLS, NC 28348
GRAHAM, MICHAEL SCOTT;GRAHAM, KAREN E	3262 SCHOOL RD	FAYETTEVILLE, NC 28306
HINES, SHAUN;KURKIMILIS, KRISTINA	5836 DOTTIE CIR	HOPE MILLS, NC 28348
SEARS, GLEN;SEARS, SHARI RENEE HARRIS	523 ABBOTTSWOOD DR	FAYETTEVILLE, NC 28301
KALMES, JARED;KALMES, DESHELL	2345 PRIDGEONFARM RD	FAYETTEVILLE, NC 28306
MCLEAN, GREGORY G	3857 LEGION RD	HOPE MILLS, NC 28348
OBEE, ARTHUR MOORE SR;OBEE, ANTHEA TOON	5701 IONE CT	HOPE MILLS, NC 28348
LASATER, SHERI LEE;LASATER, DAVID S	2223 PRIDGEONFARM RD	FAYETTEVILLE, NC 28306
TINER, JIMMY;TINER, BELINDA	2205 PRIDGEONFARM RD	FAYETTEVILLE, NC 28306
CAMERON, LATRICE M;CAMERON, JOSEPH D	5848 DOTTIE CIR	HOPE MILLS, NC 28348
WILLIAMS, BRUCE A SR;WILLIAMS, GLORIA M	5721 IONE CT	HOPE MILLS, NC 28348
MCCLENDON, GARRY W;MCCLENDON, CYNTHIA C	2211 PRIDGEONFARM ROAD	FAYETTEVILLE, NC 28306
WATSON, MARIA J	2316 PRIDGEONFARM RD	FAYETTEVILLE, NC 28306
EDGEWOODS FARM LLC	3114 SCHOOL RD	HOPE MILLS, NC 28348
MARTINS, KEVIN W;MARTINS, SHELBI F	3015 MORNING DEW LN	FAYETTEVILLE, NC 28306
CRUMPLER, M WOODARD JR, THOMAS H;ROBERT, P	516 WESTCHESTER DR	GREENVILLE, NC 27858
TROY, WENDELL;TROY, LORRIA C	2072 LAKE UPCHURCH RD	PARKTON, NC 28371
DEVORE, KATHERINE JENNIFER;DEVORE, DOUGLAS L REECE	7682 HARLOW DR	HIGH POINT, NC 27263
HAUSLER, BLAKE;HAUSLER, FLORENCE	2217 PRIDGEONFARM RD	FAYETTEVILLE, NC 28306
JOHNSON, JOSEPH EARL;JOHNSON, KRISTEN DAWN	6490 S NC 87 HWY	FAYETTEVILLE, NC 28306
MCLEAN, GREGORY G	3857 LEGION RD	HOPE MILLS, NC 28348
WALTERS, WILLIAM M;WALTERS, TIFFANY S	4190 YARBOROUGH RD	HOPE MILLS, NC 28348
SMALLS, VALENCIA A;SMALLS, RAYNALDO A	5709 IONE CT	HOPE MILLS, NC 28348
INGOE, HUNTER W;INGOE, JACQUELYN S	2235 PRIDGEONFARM RD	FAYETTEVILLE, NC 28306
CRAWFORD, RALPH;CRAWFORD, CAROLYN;JONES, DAVID	2342 PRIDGEONFARM RD	FAYETTEVILLE, NC 28306
ROUSE, EDDIE R;ROUSE, MARCIA BASS	3361 SCHOOL RD	FAYETTEVILLE, NC 28306
WRENN, JESSE L;WRENN, STEPHANIE L	3001 MORNING DEW LANE	FAYETTEVILLE, NC 28305
WRIGHT, DAVID R;WRIGHT, MARIE G	2129 PRIDGEONFARM RD	FAYETTEVILLE, NC 28306
ALBERY, JAMES G;ALBERY, PEARL P	3488 SCHOOL RD	FAYETTEVILLE, NC 28306
WALTERS, WILLIAM M;WALTERS, TIFFANY S	4190 YARBOROUGH RD	HOPE MILLS, NC 28348
WHEELER, STEPHEN D.;WHEELER, CAROL S.	2814 ALDERMAN DR	FAYETTEVILLE, NC 28306
MCFADYEN, DAVID G JR;MCFADYEN, DEBRA	6514 S NC 87 HWY	FAYETTEVILLE, NC 28306
DEVORE, CHARLES JEFFREY;DEVORE, JUDY N	3114 SCHOOL RD	HOPE MILLS, NC 28348
CUMBERLAND COUNTY BOARD OF EDUCATION	PO BOX 2357	FAYETTEVILLE, NC 28302
EDGEWOODS FARM LLC	3114 SCHOOL RD	HOPE MILLS, NC 28348
MARTIN, JOSEPH B;MARTIN, AUDREY M	2200 PRIDGEONFARM RD	FAYETTEVILLE, NC 28306
CURLE, TERRANCE JOSEPH;HORN, REBECCA ANNE CURLE	2941 SCHOOL RD	HOPE MILLS, NC 28348



ATTACHMENT: APPLICATION

**TO THE CUMBERLAND COUNTY JOINT PLANNING BOARD AND THE BOARD OF
COUNTY COMMISSIONERS OF CUMBERLAND COUNTY, NC:**

I (We), the undersigned, hereby submit this application, and petition the County Commissioners to amend and to change the zoning map of the County of Cumberland as provided for under the provisions of the County Zoning Ordinance. In support of this petition, the following facts are submitted:

1. Requested Rezoning from A1 to R40
2. Address of Property to be Rezoned: 3255 School Road
3. Location of Property: east side of intersection of School Rd and Yarborough Rd
4. Parcel Identification Number (PIN #) of subject property: 0441-25-4172 *044126 10 960000*
(also known as Tax ID Number or Property Tax ID) *044135328000*
5. Acreage: 47.3 *83.3* Frontage: 533' Depth: 1,575' *2288*
6. Water Provider: Well: ☒ PWC: _____ Other (name): _____
7. Septage Provider: Septic Tank ☒ PWC _____
8. Deed Book 11467, Page(s) 307, Cumberland County Registry. (Attach copy of deed of subject property as it appears in Registry).
9. Existing use of property: Single family dwelling and farm
10. Proposed use(s) of the property: Residential single family subdivision
11. Do you own any property adjacent to or across the street from this property?
Yes _____ No ☒ If yes, where? _____
12. Has a violation been issued on this property? Yes _____ No ☒

A copy of the recorded deed(s) and/or recorded plat map(s) must be provided. If the area is a portion of a parcel, a written legal description by metes and bounds, showing acreage must accompany the deeds and/or plat. If more than one zoning classification is requested, a correct metes and bounds legal description, including acreage, for each bounded area must be submitted.

The Planning and Inspections Staff is available for advice on completing this application; however, they are not available for completion of the application.

The undersigned hereby acknowledge that the County Planning Staff has conferred with the petitioner or assigns, and the application as submitted is accurate and correct.

Gregory McLean

NAME OF OWNER(S) (PRINT OR TYPE)

3857 Legion Road, Hope Mills, NC 28348

ADDRESS OF OWNER(S)

910-263-2944

HOME TELEPHONE #

WORK TELEPHONE #

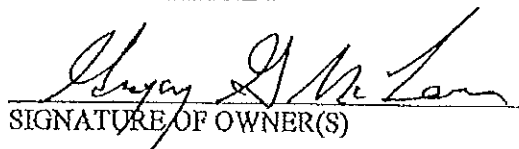
NAME OF AGENT, ATTORNEY, APPLICANT (PRINT OR TYPE)

ADDRESS OF AGENT, ATTORNEY, APPLICANT

E-MAIL

HOME TELEPHONE #

WORK TELEPHONE #


SIGNATURE OF OWNER(S)

SIGNATURE OF AGENT, ATTORNEY OR
APPLICANT

SIGNATURE OF OWNER(S)

The contents of this application, upon submission, become "public record."

Ad Preview

PUBLIC NOTICE

The Cumberland County Board of Commissioners will meet at 6:45 p.m. on April 17, 2023 in room 118 of the County Courthouse at 117 Dick Street to hear the following:

ZON-22-0078: Rezoning from RR Rural Residential Dis. and C3 Heavy Com. Dis. to C(P)/CZ Planned Service and Retail Conditional Zon. Dis. or a more restrictive zoning dis. for two parcels comprising 1.66 +/- acs; 6283 and 6295 US 301 South; George Rose (applicant) Pit Stop 301 Express, LLC, and Gamil Nagi Aldalali, Ibrahim Alsaidi, Enas Alsaidi (owners).

ZON-22-0085: Rezoning from A1 Agricultural Dis. to R40 Residential Dis. or to a more restrictive zoning dis.; 83.3 +/- ac.; 3255 School Rd. and two abutting parcels; Gregory McLean (owner/applicant).

ZON-23-0003: Rezoning from R10 Residential Dis. & CD Conversancy Dis. to R5 Residential Dis. or to a more restrictive zoning dis.; 20.17 +/- ac. parcel; w. of Lillington Hwy and n. of Cottageville Dr; Moorman, Kizer & Reitzel, Inc. (applicant), Spring Lake Properties (owner).

ZON-23-0004: Rezoning from A1 Agricultural Dis. to R20 Residential Dis. or to a more restrictive zoning dis.; 1.58 +/- ac.; 1322 Sand Hill Rd; Chris Roberts (applicant), Jesse Chason (owner).

4/3/23, 4/10/23 8629539



PLANNING AND INSPECTIONS DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF APRIL 17, 2023

TO: BOARD OF COUNTY COMMISSIONERS

FROM: CUMBERLAND COUNTY JOINT PLANNING BOARD

DATE: 4/6/2023

SUBJECT: CASE ZON-23-0003

BACKGROUND

ZON-23-0003: Rezoning from R10 Residential District and CD Conservancy District to R5 Residential District or to a more restrictive zoning district for a portion of a 20.17 +/- acre parcel; located west of Lillington Hwy and north of Cottageville Dr.; submitted by Moorman, Kizer & Reitzel, Inc. (applicant) on behalf of Spring Lake Properties (owner).

RECOMMENDATION / PROPOSED ACTION

Planning Board Action: Recommended approval of a more restrictive request from R10 Residential and CD Conservancy Districts to R5 Residential District and CD Conservancy District at their March 21, 2023 meeting for the reasons stated and as fully reflected in the minutes of the Planning Board Meeting which are incorporated herein by reference.

Staff Recommendation: Planning and Inspections staff recommends denial of the rezoning request from R10 Residential and CD Conservancy Districts to R5 Residential District. Staff finds the request is consistent with the Spring Lake Land Use Plan which calls for "High Density Residential" at this location. However, the request would increase density within the flood plain and environmentally sensitive areas and potentially impact Ft. Bragg Military Base and regional natural resources. Staff also finds that the request is not reasonable or in the public interest as it is not compatible to and in harmony with the surrounding land use activities and zoning.

If the Board of Commissioners wishes to follow the recommendation of the Planning Board in this case, the following motion is appropriate:

MOTION:

In Case ZON-23-0003, I move to approve the rezoning request from R10 Residential District and CD Conservancy District to R5 Residential District and CD Conservancy District, as recommended by the Planning Board. The Board finds that the request is consistent with the Spring Lake Land Use Plan which calls for “High Density Residential” at this location. The request is reasonable and in the public interest as the requested district would be compatible to and in harmony with the surrounding land use activities and zoning.

If the Board of Commissioners does not wish to follow the recommendation of the Planning Board in this case, the following motion is appropriate:

MOTION:

In Case ZON-23-0003, I move to deny the rezoning request from R10 Residential District and CD Conservancy District to R5 Residential District and find that the request is not consistent with the Spring Lake Land Use Plan. The request is not reasonable or in the public interest because _____.

ATTACHMENTS:

Description

Case ZON-23-0003

Type

Backup Material

Clarence G. Grier
County Manager

Sally Shutt
Assistant County Manager



Rawls Howard
Director

David Moon
Deputy Director

Planning & Inspections Department

APRIL 6, 2023

MEMO TO: Cumberland County Board of Commissioners

FROM: Cumberland County Joint Planning Board

SUBJECT: **ZON-23-0003:** Rezoning from R10 Residential District and CD Conversancy District to R5 Residential District or to a more restrictive zoning district for a portion of a 20.17 +/- acre parcel; located west of Lillington Hwy and north of Cottageville Dr.; submitted by Moorman, Kizer & Reitzel, Inc. (applicant) on behalf of Spring Lake Properties (owner).

ACTION: Recommended approval of a more restrictive request from R10 Residential and CD Conversancy Districts to R5 Residential District and CD Conservancy District at their March 21, 2023 meeting for the reasons stated and as fully reflected in the minutes of the Planning Board Meeting which are incorporated herein by reference.

MINUTES OF MARCH 21, 2023

Mr. Portman presented the case information and photos.

In Case ZON-23-0003, Planning and Inspections staff recommends denial of the rezoning request from R10 Residential and CD Conversancy Districts to R5 Residential District. Staff finds the request is consistent with the Spring Lake Land Use Plan which calls for "High Density Residential" at this location. However, the request would increase density within the flood plain and environmentally sensitive areas and potentially impact Ft. Bragg Military Base and regional natural resources. Staff also finds that the request is not reasonable or in the public interest as it is not compatible to and in harmony with the surrounding land use activities and zoning.

Note: Staff would support a conditional zoning application that could provide protection of areas within the 100-year flood zone and associated natural resources by clustering density to less sensitive areas of the property.

Mrs. Moody asked if the applicant had been spoken to about conditional zoning.

Mr. Moon stated that they had talked to the applicant when they first approached the staff with the application and having the initial discussions. Staff recommended that they pursue a conditional zoning, the applicant chose not to.



Planning & Inspections Department

Mr. Moon also stated that they heard from RLUAC and there were concerns regarding preserving the back portion of the property zoned CD to protect the nearby Ft. Bragg land and preserve identified, sensitive environmental habitat.

Public meeting opened.

Mr. Jimmy Kizer spoke in favor. Mr. Kizer stated that there had been many meetings with staff on this. Mr. Kizer compared CD lines from flood lines and said they didn't match. Mr. Kizer wants to rezone the area above the hundred-year flood and leave the remainder of the land in the back as CD. This would put the flood line where it's supposed to be. As far as capacity goes, when the other apartment complex was built, they built extra capacity into that sewer line because it was coming across the river. Mr. Kizer stated that there have been other projects hooked into that sewer. Mr. Kizer stated that in order to do a conditional zoning they need to have a plan and they don't have that yet because they don't know how much they can develop. They need to have the rezoning first so they can know what they are going to do.

Mr. Burton asked who put in the CD lines.

Mr. Kizer stated that they were mapped a long time ago from the hundred-year flood lines by the County.

Mr. Burton asked how Mr. Kizer's crew determined where the existing line is now.

Mr. Kizer said they used the information from NC Floodmaps which shows where the boundary is. They staked that on the ground and checked the elevation correlated with what was showing as the hundred-year flood.

Mr. Stewart asked if the only mechanism of conditional zoning to say that a certain section of land will not be used. If they do that will, they have to have a site plan.

Mr. Howard said that a site plan is required for conditional zoning. However, the Planning Board could approve the request as a conventional zoning based on the flood lines and being that the request was advertised as "or to a more restrictive zoning district". The Board could take only the R10 portion and rezone it to R5. That is more restrictive. He stated that it wasn't the cleanest option compared to the conditional zoning process, but staff could accommodate it.

Mr. Howard reminded the Board that we would need some kind of more specific legal description to form the boundary of the zoning districts.

Mr. Kizer stated that they provided that and reiterated that the CD was needing to change, not the flood map, However, they needed to match.

Clarence G. Grier
County Manager

Sally Shutt
Assistant County Manager



Rawls Howard
Director

David Moon
Deputy Director

Planning & Inspections Department

In Case ZON-23-0003, Chair Crumpler made a motion, seconded by Mrs. McLaughlin to recommend approval of a more restrictive request from R10 Residential and CD Conservancy Districts to R5 Residential District and CD Conservancy District provided that the applicant provide a legal description of the floodplain under a surveyor or engineer seal and that the new CD boundary match that of the hundred-year flood zone with the remaining area to be rezoned to R5. Unanimous approval.

First Class and Record Owners' Mailed Notice Certification

A certified copy of the tax record owner(s) of the subject and adjacent properties and their tax record mailing address is contained within the case file and is incorporated by reference as if delivered herewith. The record owners' certified receipt of notice is also included.

Historic Cumberland County Courthouse | 130 Gillespie Street | P.O. Box 1829
Fayetteville, North Carolina 28301 | Phone: 910-678-7600 | Fax: 910-678-7631

cumberlandcountync.gov

Location: W. of Lillington Hwy and N. of
Cottageville Dr.
Jurisdiction: County-Unincorporated

REQUEST

Rezoning R10 & CD to R5

Applicant requests a rezoning from R10 Residential and CD Conservancy District to R5 Residential District for one parcel of approximately 20.17 acres located West of Lillington Hwy and North of Cottageville Drive. Approximately 11.6 acres are located in the Conservancy district and 8.4 acres within the R10 District. The R10 zoning district is now dormant and defaults to R7.5. The parcel is currently vacant. The intent of the property owner is to build a multi-family apartment complex. A survey provided by the applicant shows the 100-year floodplain line, illustrating the approximate line where the CD Conservancy District boundary line would be located. The total property outside of the 100-year flood plain line is 13.54 acres (see attachments).

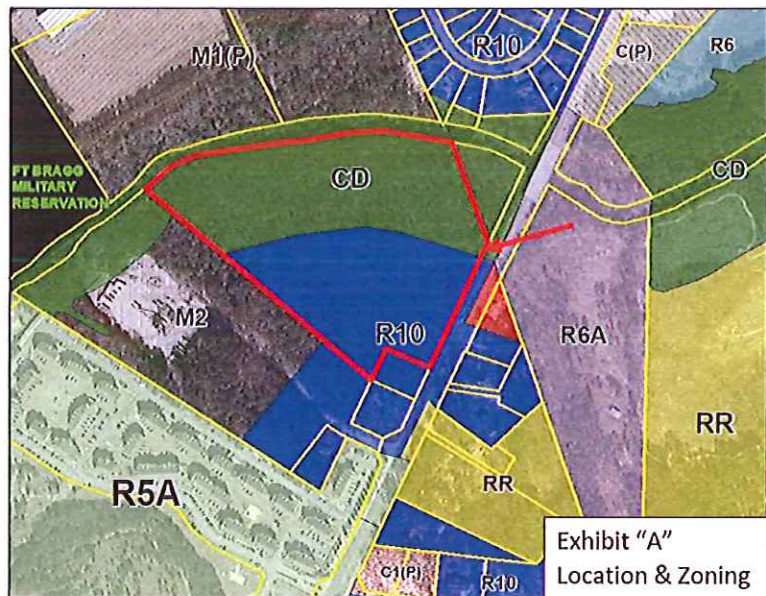
PROPERTY INFORMATION

OWNER/APPLICANT: Moorman, Kizer, & Reitzel (applicant) on behalf of Spring Lake Properties Co., Inc. (owner).

ADDRESS/LOCATION: Refer to Exhibit "A", Location and Zoning Map. REID number: 0512381282000.

SIZE: 20.17 +/- acres within one parcel. Road frontage along Lillington Hwy is 580 +/- feet. The property has a varying depth, but is approximately 1000 +/- feet in length at its deepest point.

EXISTING ZONING: The subject property is currently zoned R10 (R7.5) Residential District and CD Conservancy District.



R7.5 Residential District. A district designed primarily for single-family dwellings on lots with a minimum lot area of 7,500 square feet.

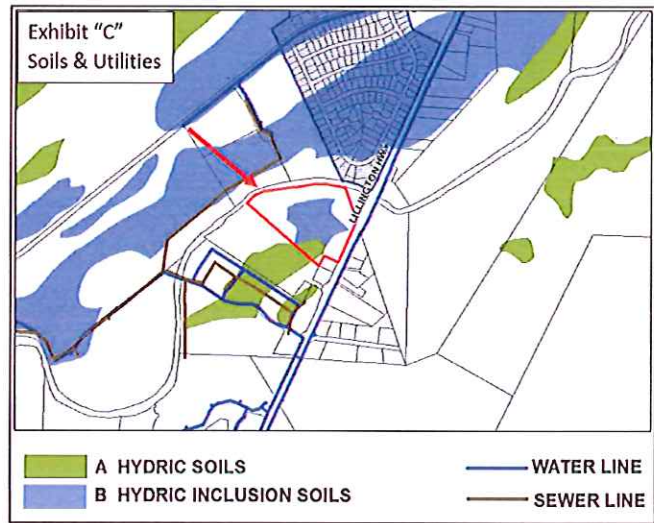
CD Conservancy District. This district is designed to preserve and protect identifiable natural resources from urban encroachment. The general intent of the district is to provide open area uses for such resource areas that will continue to provide limited development potential while preserving existing conditions to the extent feasible. Areas to be zoned in this district shall be identifiable as swamp, marsh, flood land, poor or very severe soils areas or managed and unmanaged woodland on USGS (Geological Survey) maps, soil maps prepared by the USDA (Department of Agriculture) Soil Conservation Service or other appropriate sources and on file in the County Planning and Inspections Department.

EXISTING LAND USE: The parcel is currently vacant land. Exhibit "B" shows the existing use of the subject property.

SURROUNDING LAND USE: Exhibit "B" illustrates the following:

- **North:** Overhills Park single-family subdivision
- **East:** Wooded lands and single-family homes
- **West:** Wooded Land and Ft. Bragg Military Base
- **South:** Concrete facility and The Brooks on Eleven66 apartment complex

OTHER SITE CHARACTERISTICS: The site is not located in a Watershed. This property is within a Special Flood Zone Hazard Area. The subject property, as delineated in Exhibit "C", illustrates presence of hydric and hydric inclusion soils on central portions of the property.



DEVELOPMENT REVIEW: Subdivision review by County Planning & Inspections will be required before any development.

DIMENSIONAL PROVISIONS FOR REQUESTED DISTRICT:

Minimum Standard	R10 (R7.5) (Existing Zoning)	CD (Existing Zoning)	R5 (Proposed)
Front Yard Setback	30 feet	50 feet	25 feet
Side Yard Setback	10 feet (one story) 15 feet (two story)	50 feet	10 feet
Rear Yard Setback	35 feet	50 feet	30 feet
Lot Area	7,500 sq. ft.	N/A	5,000 sq. ft.
Lot Width	75'	N/A	100'

Development Potential:

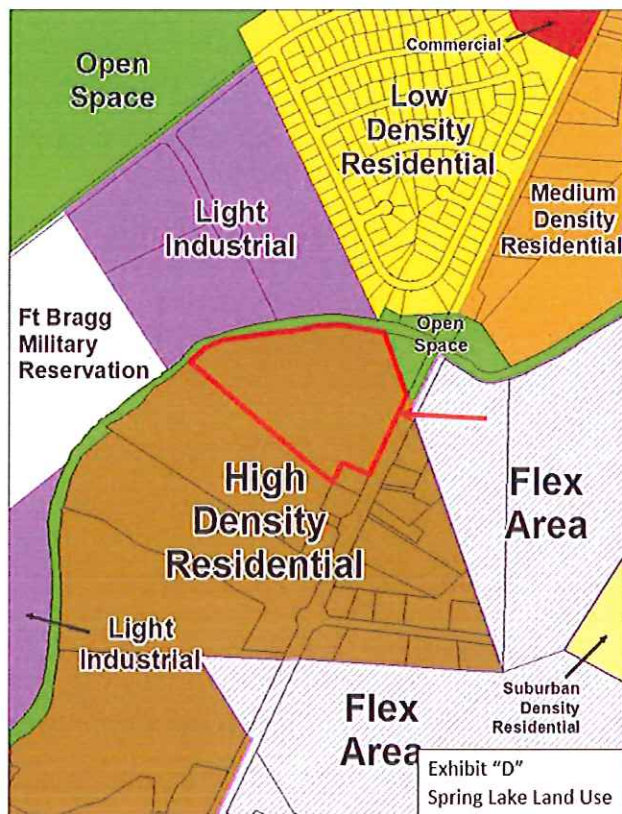
Existing Zoning (R10)	Existing Zoning (CD)	Proposed Zoning (R5)
49 dwelling units	0	580 dwelling units

- Section 202 (A): Lot count may be rounded-up when a fraction occurs. When any requirement of this ordinance results in a fraction of a unit, a fraction of one-half or more shall be considered a whole unit, and a fraction of less than one-half shall be disregarded.

COMPREHENSIVE PLANS: This property is located within the Spring Lake Land Use Plan (2022) as shown in Exhibit "D". The future land use designation of this property is "High Density Residential". The proposed rezoning request is consistent with the adopted land use plan.

APPLICABLE PLAN GOALS/POLICIES:

- On larger parcels, these sites are suitable for apartment complex development. This usually is due to proximity to existing apartments or to commercial areas. In this way, vertical development can act as a buffer between commercial areas and less dense residential areas.



IMPACTS ON LOCAL INFRASTRUCTURE AND/OR FACILITIES

UTILITIES: Spring Lake water and sewer lines are available near the subject property. It is the applicant's responsibility to determine if this utility provider will serve their development. Utilities for water and sewer are shown on Exhibit "C".

TRAFFIC: According to the Fayetteville Area Metropolitan Planning Organization (FAMPO), The subject parcel is identified as a principal arterial in the Metropolitan Transportation Plan. There are no roadway construction improvement projects planned and the subject property will have no significant impact on the Transportation Improvement Program. In addition, there is a 2021 AADT for Lillington HWY of 19,000 as well, there is a road capacity of 33,300. Due to lack of data and the small scale, the new zoning request does not demand a trip generation. The new zoning should not generate enough traffic to significantly impact this project between Cottageville Dr and Lillington HWY.

SCHOOLS CAPACITY/ENROLLMENT:

School	Capacity	Enrollment
WT Brown Elementary	667	550
Spring Lake Middle	664	600
Pine Forest High	1712	1713

ECONOMIC DEVELOPMENT: Fayetteville Cumberland County Economic Development Corporation has reviewed the request and had no objection to the proposed request.

EMERGENCY SERVICES: Cumberland County Fire Marshal's office has reviewed the request and stated to ensure any development at this site must comply with all fire department access requirements in accordance with section 503 of the 2018 NC fire code and that all fire protection water supply requirements are met in accordance with Section 507 of the 2018 NC Fire Code.

SPECIAL DISTRICTS: The property is located less than 200 lineal feet from Fort Bragg Military Base property to the west. Objections from Regional Land Use Advisory Commission (RLUAC) are documented in an attached letter, indicating concerns about: (1) "the loss or disruption of [wildlife] corridors would have the effect of isolating populations by precluding their access to critical habitat. . . .] and (2) "This . . . could have the effect of increasing Fort Bragg's environmental mandate and limiting the availability of critical training lands that are necessary to maintain military readiness."

CONDITIONS OF APPROVAL: This is a conventional zoning and there are no conditions at this time.

STAFF RECOMMENDATION

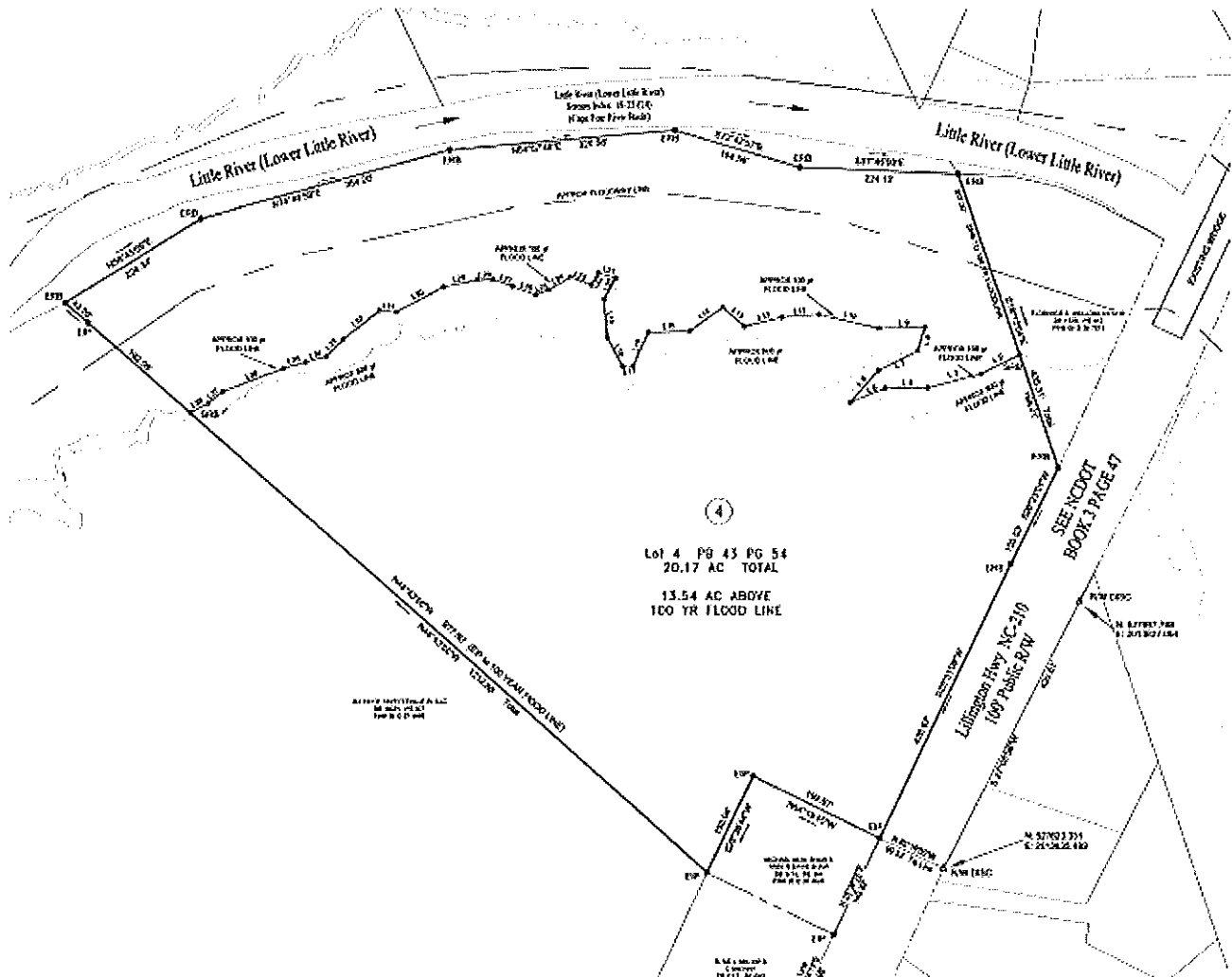
In Case ZON-23-0003, Planning and Inspections staff **recommends denial** of the rezoning request from R10 Residential and CD Conservancy Districts to R5 Residential District. Staff finds the request is consistent with the Spring Lake Land Use Plan which calls for "High Density Residential" at this location. However, the request would increase density within the flood plain and environmentally sensitive areas and potentially impact Ft. Bragg Military Base and regional natural resources. Staff also finds that the request is not reasonable or in the public interest as it is not compatible to and in harmony with the surrounding land use activities and zoning.

Note: Staff would support a conditional zoning application that could provide protection of areas within the 100-year flood zone and associated natural resources by clustering density to less sensitive areas of the property.

Attachments:

Survey of 100-year Flood Boundary
Notification Mailing List
Technical (RLUAC) Comments
Application

ATTACHMENT – 100 Year Flood Zone Boundary
(source: applicant's surveyor)



ATTACHMENT – MAILING LIST

CHAVIS, JEFFERY LYNN;CHAVIS, WANDA WILT	1301 PINEKNOLL DR	SPRING LAKE, NC 28390
WELLONS, FLORENCE C ESTATE	511 HWY 210 N.	SPRING LAKE, NC 28390
BROWN, JOSIE	1174 COTTAGEVILLE DR	SPRING LAKE, NC 28390
ROJAS, ULYSES	104 BREMER ST	FAYETTEVILLE, NC 28303
CUMBERLAND COUNTY	PO BOX 449	FAYETTEVILLE, NC 28302
KOWALCZYK, REED C;KOWALCZYK, YVONN	1864 LILLINGTON HWY	SPRING LAKE, NC 28390
SHEARER, SANDRA L HEIRS	1836 LILLINGTON HIGHWAY	SPRING LAKE, NC 28390
HARRINGTON, KELLY B	2403 W BRINKLEY DR	SPRING LAKE, NC 28390
OREI HERITAGE AT FORT BRAGG PROPERTY OWNER LLC	888 BRICKELL AVE 3RD FLOOR	MIAMI, FL 33131
BROWNING, SHIRLEY W	2412 W BRINKLEY DR	SPRING LAKE, NC 28390
W S WELLONS CORP	PO BOX 766	SPRING LAKE, NC 28390
KLINK, KATHLEEN M.;WOODIN, JORDAN H.	1936 LILLINGTON HWY	SPRING LAKE, NC 28390
MCCORMICK FARMS LIMITED PARTNERSHIP	8195 MCCORMICK BRIDGE RD	SPRING LAKE, NC 28390
BAKER, VINCENT II;BAKER, JENNIFER M	2414 BRINKLEY DR	SPRING LAKE, NC 28390
HILL, JOSEPH A TRUSTEE;HILL, JOHN D TRUSTEE;HALL, CLIFTON W	6943 GLEN COVE LN	STONE MOUNTAIN, GA 30087
SAVING GRACE PROPERTY REHAB & HOME HEALTH AIDE SERVICES, LLC	34 EDENBROOK DR	HAMPTON, VA 23666
RLM DEVELOPMENT GROUP LLC	1027 E MANCHESTER RD	SPRING LAKE, NC 28390
OVERHILLS PARK WATER & SEWER DISTRICT C/O CUMB CO ENGR DEPT	117 DICK ST	FAYETTEVILLE, NC 28301
BROWNING, DAVID ERIC	3106 HUNTLEY ST	SPRING LAKE, NC 28390
PRINCIPIO, IVY J.;PRINCIPIO, MARCO A.	7618 BALL RD	BAHAMA, NC 27503
HALL, CLIFTON W;HALL, ARMELLE M	2506 BRINKLEY DR	SPRING LAKE, NC 28390
WALDROP, MARY;WALDROP, STEPHEN	2509 BRINKLEY DR	SPRING LAKE, NC 28390
WALKER, SHERONDA LYNNETTE	2512 E BRINKLEY DRIVE	SPRING LAKE, NC 28390
KISHUN, MOHAMED NAIM;KISHUN, DIAN CLARK	2404 BRINKLEY DR	SPRING LAKE, NC 28390
PRINCIPIO, MARCO A;PRINCIPIO, IVEY J	7618 BALL RD	BAHAMA, NC 27503
NICELY, CHRISTINE REAVES	2405 BRINKLEY DR	SPRING LAKE, NC 28390
SPRING LAKE PROPERTIES CO INC	8620 RIVER RD	WILMINGTON, NC 28412
WELLONS, FLORENCE C ESTATE	511 HWY 210 N.	SPRING LAKE, NC 28390
MILLER, ELSIE L;MILLER, SHERRY C	1911 LILLINGTON HWY	SPRING LAKE, NC 28390
PRINCIPIO, MARCO A;PRINCIPIO, IVY J	7618 BALL RD	BAHAMA, NC 27503
CROW, KEVIN EUGENE;CROW, MYONG H	2510 E BRINKLEY DR	SPRING LAKE, NC 28390
ALLEN OF FAYETTEVILLE IV LLC	130 BUILDERS BLV	FAYETTEVILLE, NC 28301
SHAW, MICHAEL NEAL;SHAW, AMBER DAVIS	PO BOX 259	SPRING LAKE, NC 28390
RANKINS, CHESTER A;RANKINS, CASENDIA V	2407 W BRINKLEY DR	SPRING LAKE, NC 28390
BRAZELL, BILLY ROY	1359 LILLINGTON HWY	SPRING LAKE, NC 28390
PRINCIPIO, MARCO A;PRINCIPIO, IVY O	7618 BALL RD	BAHAMA, NC 27503
HALL, CLIFTON W	2506 BRINKLEY DR	SPRING LAKE, NC 28390
RLM DEVELOPMENT GROUP LLC	1027 E MANCHESTER RD	SPRING LAKE, NC 28390
SMITH, JOHNNIE A	2026 SANDY POINT RD	HARKER HEIGHTS, TX 76548
PRINCIPIO, MARCO A;PRINCIPIO, IVY J	7618 BALL RD	BAHAMA, NC 27503
BARAHONA FIGUEROA, MARIA PAULA	2511 BRINKLEY DR	SPRING LAKE, NC 28390

ATTACHMENT: Technical Review Team Comments



Regional Land Use Advisory Commission

CUMBERLAND COUNTY COURTESY REVIEW

Case: ZON-23-0003

Location: West side of Lillington Highway (NC 210) north of Cottageville Drive

PIN#: 0512-38-1282

March 9, 2023

Following a review of the above referenced rezoning application by the Regional Land Use Advisory Commission, it has been determined that:

- The subject property is designated as Critical to Protect in the Fort Bragg Compatible Use Rating System due to its identification as a Wildlife Habitat Connector.
- The subject property is designated as Important to Protect in the Fort Bragg Compatible Use Rating System due to the presence of significant areas along the Little River that are identified as having high value for biological diversity and wildlife habitat.
- Due to these factors, as explained in more detail below, RLUAC does not support the proposed rezoning as presented.

Growing in a compatible manner with Fort Bragg includes ensuring that the installation is able to meet both its military training and operational missions as well as its environmental mission. The installation's environmental mission helps to facilitate its military mission by ensuring that training lands are available and unencumbered by restrictions on their use due to external environmental conditions. Conservation mandates and restrictions on the use of training land on Fort Bragg due to red cockaded woodpecker (RCW) habitat loss in the region around the installation is a notable example of how external environmental factors have affected military readiness in the past.

The rezoning of this property to permit higher density development than allowed under the current zoning designation has the potential to negatively impact the significant wildlife habitat resources present on the site, as well as the water quality of the Little River. According to our partners with The Nature Conservancy, which works with Fort Bragg to support its environmental mission, the parcel in question is situated between previously acquired Army Compatible Use Buffer program property along the Little River (Mutzburg tract) and the McCormick Farms property, which is in the RCW safe harbor program and connects to important wildlife habitats located in Carvers Creek State Park and Fort Bragg.

These important wildlife habitat corridors help to ensure the overall health of protected species by helping to promote their safe movement and migration between sub-populations in the region. The loss or disruption of these corridors would have the effect of isolating populations by precluding their access to critical habitat, while also limiting opportunities for improving the genetic diversity of sub-populations in the region. This, in turn, could have the effect of increasing Fort Bragg's environmental mandate and limiting the availability of critical training lands that are necessary to maintain military readiness. Therefore, due to the potential negative impact to Fort Bragg's environmental mission that permitting higher density development on this property could bring, RLUAC does not support the proposed rezoning as presented.

While RLUAC's findings and recommendations are non-binding on Cumberland County, their consideration and incorporation into your review of this case will help to improve compatibility outcomes for our region as a whole by protecting Fort Bragg's military training and operational missions by promoting stewardship of the natural environment.

Thank you for allowing RLUAC to review this case.

Jeff Sanborn, Chairman

Vagn K. Hansen II, AICP, Executive Director

ATTACHMENT: APPLICATION



County of Cumberland
Planning & Inspections Department

CASE #: ZON-23-0003

PLANNING BOARD

MEETING DATE: _____

DATE APPLICATION

SUBMITTED: 2/2/23

RECEIPT #: _____

RECEIVED BY: CP

**APPLICATION FOR
REZONING REQUEST
CUMBERLAND COUNTY ZONING ORDINANCE**

The following items are to be submitted with the completed application:

1. A copy of the *recorded* deed and/or plat.
2. If a portion(s) of the property is being considered for rezoning, an accurate written legal description of only the area to be considered;
3. A check made payable to "Cumberland County" in the amount of \$ 430.00.
(See attached Fee Schedule).

Rezoning Procedure:

1. Completed application submitted by the applicant.
2. Notification to surrounding property owners.
3. Planning Board hearing.
4. Re-notification of interested parties / public hearing advertisement in the newspaper.
5. County Commissioners' public hearing (approximately four weeks after Planning Board public hearing)
6. If approved by the County Commissioners, rezoning becomes effective immediately.

The Planning & Inspections Staff will advise on zoning options, inform applicants of development requirement and answer questions regarding the application and rezoning process. For further questions, call (910)678-7603 or (910)678-7609. Hours of operation are 8:00 a.m. to 5:00 p.m., Monday through Friday.

NOTE: Any revisions, inaccuracies or errors to the application may cause the case to be delayed and will be scheduled for the next available board meeting according to the board's meeting schedule. Also, the application fee is *nonrefundable*.

**TO THE CUMBERLAND COUNTY JOINT PLANNING BOARD AND THE BOARD OF
COUNTY COMMISSIONERS OF CUMBERLAND COUNTY, NC:**

I (We), the undersigned, hereby submit this application, and petition the County Commissioners to amend and to change the zoning map of the County of Cumberland as provided for under the provisions of the County Zoning Ordinance. In support of this petition, the following facts are submitted:

1. Requested Rezoning from R10/CD to R5 (13.54 acres only)
2. Address of Property to be Rezoned: LILLINGTON HWY
3. Location of Property: From the Hwy 87N/Hwy 210N fork in Spring Lake, take
the Hwy 210 N/Lillington Hwy fork approx. 2.55 miles, property is on left
4. Parcel Identification Number (PIN #) of subject property: 0512-38-1282
(also known as Tax ID Number or Property Tax ID)
5. Acreage: 20.14 Frontage: 580' Depth: 1000'
6. Water Provider: Well: Spring Lake PWC: _____ Other (name): _____
7. Septage Provider: Septic Tank Spring Lake PWC _____
8. Deed Book 5292, Page(s) 276-277, Cumberland County
Registry. (Attach copy of deed of subject property as it appears in Registry).
9. Existing use of property: Vacant
10. Proposed use(s) of the property: Apartments
11. Do you own any property adjacent to or across the street from this property?
Yes _____ No X If yes, where? _____
12. Has a violation been issued on this property? Yes _____ No X

A copy of the recorded deed(s) and/or recorded plat map(s) must be provided. If the area is a portion of a parcel, a written legal description by metes and bounds, showing acreage must accompany the deeds and/or plat. If more than one zoning classification is requested, a correct metes and bounds legal description, including acreage, for each bounded area must be submitted.

The Planning and Inspections Staff is available for advice on completing this application; however, they are not available for completion of the application.

The undersigned hereby acknowledge that the County Planning Staff has conferred with the petitioner or assigns, and the application as submitted is accurate and correct.

Spring Lake Properties Co., Inc.

NAME OF OWNER(S) (PRINT OR TYPE)

8620 River Road, Wilmington, NC 28412

ADDRESS OF OWNER(S)

HOME TELEPHONE #

919-514-8353

WORK TELEPHONE #

Moorman, Kizer & Reitzel, Inc.

NAME OF AGENT, ATTORNEY, APPLICANT (PRINT OR TYPE)

PO Box 53774, Fayetteville, NC 28305

ADDRESS OF AGENT, ATTORNEY, APPLICANT

jkizerjr@mkrinc.com; csmith@mkrinc.com

E-MAIL

HOME TELEPHONE #

910-484-5191

WORK TELEPHONE #

SIGNATURE OF OWNER(S)

SIGNATURE OF AGENT, ATTORNEY OR APPLICANT

SIGNATURE OF OWNER(S)

The contents of this application, upon submission, become "public record."

Ad Preview

PUBLIC NOTICE

The Cumberland County Board of Commissioners will meet at 6:45 p.m. on April 17, 2023 in room 118 of the County Courthouse at 117 Dick Street to hear the following:

ZON-22-0078: Rezoning from RR Rural Residential Dis. and C3 Heavy Com. Dis. to C(P)/CZ Planned Service and Retail Conditional Zon. Dis. or a more restrictive zoning dis. for two parcels comprising 1.66 +/- acs; 6283 and 6295 US 301 South; George Rose (applicant) Pit Stop 301 Express, LLC, and Gamil Nagi Aldalali, Ibrahim Alsaidi, Enas Alsaidi (owners).

ZON-22-0085: Rezoning from A1 Agricultural Dis. to R40 Residential Dis. or to a more restrictive zoning dis.; 83.3 +/- ac.; 3255 School Rd. and two abutting parcels; Gregory McLean (owner/applicant).

ZON-23-0003: Rezoning from R10 Residential Dis. & CD Conversancy Dis. to R5 Residential Dis. or to a more restrictive zoning dis.; 20.17 +/- ac. parcel; w. of Lillington Hwy and n. of Cottageville Dr; Moorman, Kizer & Reitzel, Inc. (applicant), Spring Lake Properties (owner).

ZON-23-0004: Rezoning from A1 Agricultural Dis. to R20 Residential Dis. or to a more restrictive zoning dis.; 1.58 +/- ac.; 1322 Sand Hill Rd; Chris Roberts (applicant), Jesse Chason (owner).

4/3/23, 4/10/23 8629539



PLANNING AND INSPECTIONS DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF APRIL 17, 2023

TO: BOARD OF COUNTY COMMISSIONERS

FROM: CUMBERLAND COUNTY JOINT PLANNING BOARD

DATE: 4/6/2023

SUBJECT: CASE ZON-23-0004

BACKGROUND

ZON-23-0004: Rezoning from A1 Agricultural District to R20 Residential District or to a more restrictive zoning district for 1.58 +/- acres; located at 1322 Sand Hill Road; submitted by Chris Roberts (applicant) on behalf of Jesse Chason (owner).

RECOMMENDATION / PROPOSED ACTION

Planning Board Action: Recommended approval of the rezoning request from A1 Agricultural District to R20 Residential District at their March 21, 2023 meeting for the reasons stated and as fully reflected in the minutes of the Planning Board Meeting which are incorporated herein by reference.

Staff Recommendation: Planning and Inspections staff recommends approval of the rezoning request from A1 Agricultural District to R20 Residential District. Staff finds the request is consistent with the South-Central Land Use Plan which calls for "Low Density Residential" at this location. Staff also finds that the request is reasonable and in the public interest as it is compatible to and in harmony with the surrounding land use activities and zoning.

If the Board of Commissioners wishes to follow the recommendation of the Planning Board in this case, the following motion is appropriate:

MOTION:

In Case ZON-23-0004, I move to approve the rezoning request from A1 Agricultural District to R20 Residential District and find the request is consistent with the South-Central Land Use Plan which calls for "Low Density Residential" at this location. The request is reasonable and in the public interest as it is

compatible to and in harmony with the surrounding land use activities and zoning.

If the Board of Commissioners does not wish to follow the recommendation of the Planning Board in this case, the following motion is appropriate:

MOTION:

In Case ZON-23-0004, I move to deny the rezoning request from A1 Agricultural District to R20 Residential District and find that the request is not consistent with the South-Central Land Use Plan. The request is not reasonable or in the public interest because _____.

ATTACHMENTS:

Description

Case ZON-23-0004

Type

Backup Material

Clarence G. Grier
County Manager

Sally Shutt
Assistant County Manager



Rawls Howard
Director

David Moon
Deputy Director

Planning & Inspections Department

APRIL 6, 2023

MEMO TO: Cumberland County Board of Commissioners

FROM: Cumberland County Joint Planning Board

SUBJECT: **ZON-23-0004:** Rezoning from A1 Agricultural District to R20 Residential District or to a more restrictive zoning district for 1.58 +/- acres; located at 1322 Sand Hill Road; submitted by Chris Roberts (applicant) on behalf of Jesse Chason (owner).

ACTION: Recommended approval of the rezoning request from A1 Agricultural District to R20 Residential District at their March 21, 2023 meeting for the reasons stated and as fully reflected in the minutes of the Planning Board Meeting which are incorporated herein by reference.

MINUTES OF MARCH 21, 2023

In Case ZON-23-0004, Planning and Inspections staff recommends approval of the rezoning request from A1 Agricultural District to R20 Residential District. Staff finds the request is consistent with the South-Central Land Use Plan which calls for "Low Density Residential" at this location. Staff also finds that the request is reasonable and in the public interest as it is compatible to and in harmony with the surrounding land use activities and zoning.

In Case ZON-23-0004, Mrs. Moody made a motion, seconded by Mr. Baker to recommend approval of the rezoning request from A1 Agricultural District to R20 Residential District. The Board finds the request is consistent with the South-Central Land Use Plan which calls for "Low Density Residential" at this location. The Board also finds that the request is reasonable and in the public interest as it is compatible to and in harmony with the surrounding land use activities and zoning. Unanimous approval.

First Class and Record Owners' Mailed Notice Certification

A certified copy of the tax record owner(s) of the subject and adjacent properties and their tax record mailing address is contained within the case file and is incorporated by reference as if delivered herewith. The record owners' certified receipt of notice is also included.

Historic Cumberland County Courthouse | 130 Gillespie Street | P.O. Box 1829
Fayetteville, North Carolina 28301 | Phone: 910-678-7600 | Fax: 910-678-7631

cumberlandcountync.gov

REQUEST

Rezoning A1 to R20

Applicant requests a rezoning from A1 Agricultural District to R20 Residential District within one parcel of approximately 1.58 acres located at 1322 Sand Hill Road. The parcel is currently vacant land. The intent of the property owner is to subdivide the lot to create lots with a minimum size of 20,000 sq. ft. per lot.

PROPERTY INFORMATION

OWNER/APPLICANT: Chris Roberts (applicant) on behalf of Jesse Chason (owner).

ADDRESS/LOCATION: Refer to Exhibit "A", Location and Zoning Map. REID number: 0433215269000

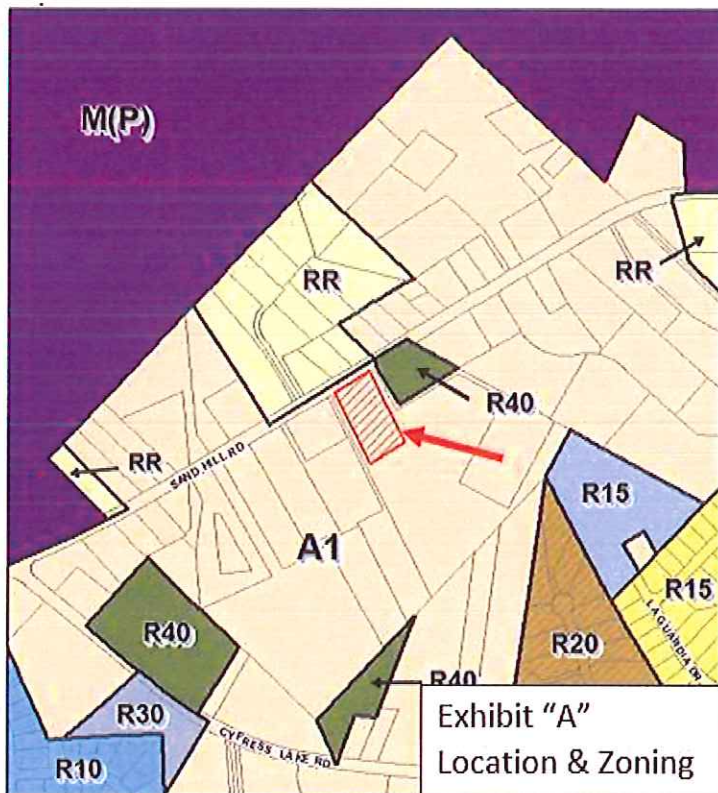
SIZE: 1.58 +/- acres within one parcel. Road frontage along Sand Hill Road is 190 feet. The property has a varying depth but is approximately 365 feet in length at its deepest point.

EXISTING ZONING: The subject property is currently zoned A1 Agricultural District. Minimum lot size for this district is two acres. This district is intended to promote and protect agricultural lands, including woodland, within the County. The general intent of the district is to permit all agricultural uses to exist free from most private urban development except for large lot, single-family development. Some public and/or semi-public uses as well as a limited list of convenient commercial uses are permitted to ensure essential services for the residents.

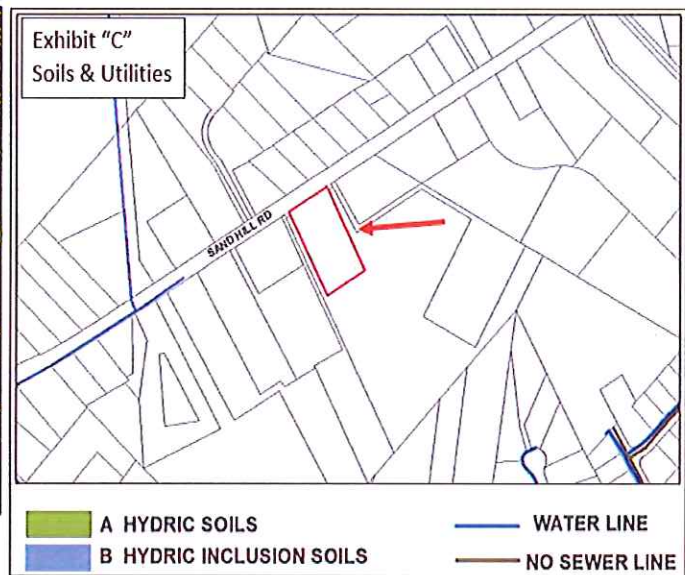
EXISTING LAND USE: The parcel is currently vacant. Exhibit "B" shows the existing use of the subject property.

SURROUNDING LAND USE: Exhibit "B" illustrates the following:

- **North:** Single-family homes (1/2 acre lots) and Victoria Plantation, a single-family neighborhood
- **East:** Single-family homes
- **West:** Farmland
- **South:** Single-family homes



OTHER SITE CHARACTERISTICS: The site is not located in a Watershed or within a Flood Zone Hazard Area. The subject property, as delineated in Exhibit "C", illustrates no presence of hydric or hydric inclusion soils on the property.

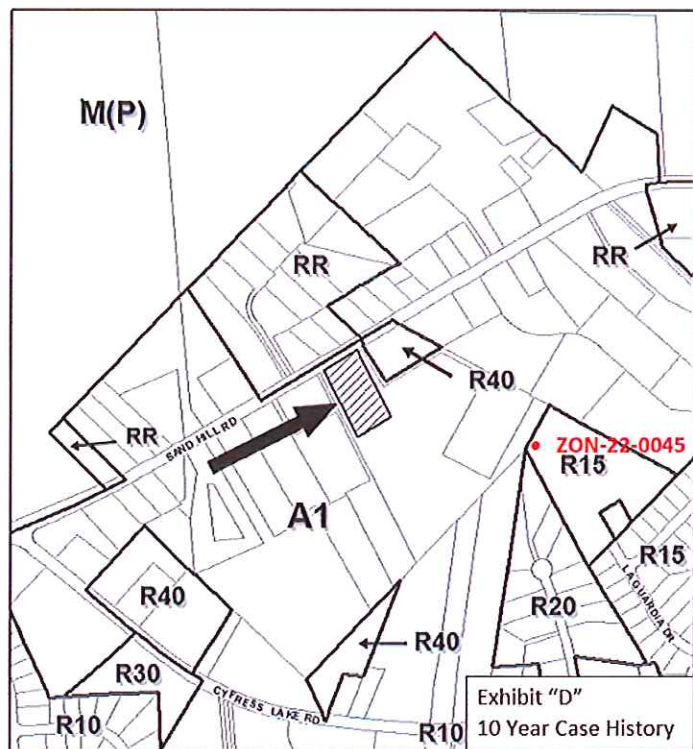


TEN YEAR ZONE CASE HISTORY:

Exhibit "D" denotes the location of the zoning case history described below.

- **ZON-22-0045:** A1 to R15/CZ; APPROVED

DEVELOPMENT REVIEW: Subdivision review by County Planning & Inspections will be required before any development.



DIMENSIONAL PROVISIONS FOR REQUESTED DISTRICT:

Minimum Standard	A1 (Existing Zoning)	R20 (Proposed)
Front Yard Setback	50 feet	30 feet
Side Yard Setback	20 feet (one story) 25 feet (two story)	15 feet (one story) 15 feet (two story)
Rear Yard Setback	50 feet	35 feet
Lot Area	2 acres	20,000 sq. ft.
Lot Width	100'	100'

Development Potential:

Existing Zoning (A1)	Proposed Zoning (R20)
1 dwelling units	3 dwelling units

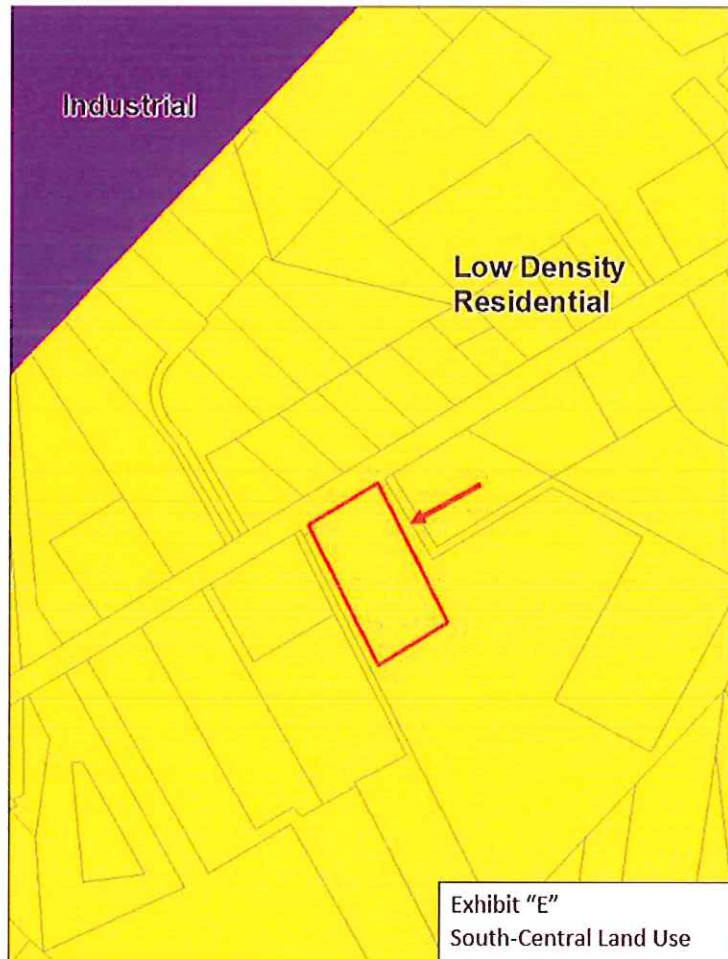
- Lot count may be rounded-up when a fraction occurs. When any requirement of this ordinance results in a fraction of a unit, a fraction of one-half or more shall be considered a whole unit, and a fraction of less than one-half shall be disregarded.

COMPREHENSIVE PLANS: This property is located within the South-Central Land Use Plan (2015), as shown in Exhibit "E". The future land use designation of this property is "Low Density Residential". Associated Zoning Districts include R7.5 & R15. **The proposed rezoning request is consistent with the adopted land use plan.** The request is less dense than what the plan calls for.

APPLICABLE PLAN GOALS/POLICIES:

Provide a complete range of residential housing types that accommodates the needs of all residents with adequate infrastructure while preserving the character of the area and protecting environmentally sensitive areas.

- Promote the building of quality housing.
- Promote infill development.
- Promote sidewalks and pedestrian facilities, where appropriate to provide access to facilities such as schools, commercial areas, and recreation facilities.



IMPACTS ON LOCAL INFRASTRUCTURE AND/OR FACILITIES

UTILITIES: Water lines are located approximately 525 feet to the west along Sand Hill Road and sewer lines are not available near the subject property. Pursuant to the County Subdivision Ordinance, connection to the water line is only required if the parcel is within 300 feet. This property is not located within this distance. The applicant is responsible to determine if this utility provider will serve their development. Utilities for water and sewer are shown on Exhibit "C". Well and septic will be required, and the lot size must meet the minimum area necessary to accommodate both.

TRAFFIC: According to the Fayetteville Area Metropolitan Planning Organization (FAMPO), the subject parcels are located on Sandhill Road which is identified as a local road in the Metropolitan Transportation Plan. There are no roadway construction improvement projects planned and the subject property will have no significant impact on the Transportation Improvement Program. In addition, there is no 2021 AADT for Sandhill Road and there is no available road capacity data. Due to lack of data and the small scale, the new zoning request does not demand a trip generation. The new zoning should not generate enough traffic to significantly impact Sandhill Road.

SCHOOLS CAPACITY/ENROLLMENT:

School	Capacity	Enrollment
Alderman Road Elementary	707	661
Gray's Creek Middle	1083	1152
Gray's Creek High	1517	1452

ECONOMIC DEVELOPMENT: Fayetteville Cumberland County Economic Development Corporation has reviewed the request and had no objection to the proposed request.

EMERGENCY SERVICES: Cumberland County Fire Marshal's office has reviewed the request and stated to ensure all applicable fire department access requirements are met in accordance with Section 503 of the 2018 NC Fire Code.

SPECIAL DISTRICTS: The property is not located within the Fayetteville Regional Airport Overlay District or within five miles of Fort Bragg Military Base.

CONDITIONS OF APPROVAL: This is a conventional zoning and there are no conditions at this time.

STAFF RECOMMENDATION

In Case ZON-23-0004, Planning and Inspections staff **recommends approval** of the rezoning request from A1 Agricultural District to R20 Residential District. Staff finds the request is consistent with the South-Central Land Use Plan which calls for "Low Density Residential" at this location. Staff also finds that the request is reasonable and in the public interest as it is compatible to and in harmony with the surrounding land use activities and zoning.

Attachments:
Notification Mailing List
Application

ATTACHMENT – MAILING LIST

KEIM, BRIDGITTE E;HICKS, DOUGLAS;HICKS, JEROD A;RAEFORD, RAMONA A	1384 CYPRESS LAKE RD	HOPE MILLS, NC 28348
MCKOY, BOBBY L;MITCHELL, LISA M	1159 CYPRESS LAKES RD	HOPE MILLS, NC 28348
ADORJAN, JOHN M;ADORJAN, KIMBERLY L	4809 KIARA DR	HOPE MILLS, NC 28348
BURNS, CANDY;BURNS, LUDIE	1222 JACOB ST	FAYETTEVILLE, NC 28312
THE THELMA REVOCABLE LIVING TRUST	3217 COACHMANS WAY	DURHAM, NC 27705
MELVIN, KENNETH EARL	1451 SAND HILL RD	HOPE MILLS, NC 28348
FAULKNER, FRED THOMAS	2608 DUMFRIES DR	FAYETTEVILLE, NC 28306
GIBBS, JOHN L;GIBBS, CAROLINE A	4804 KIARA DR	HOPE MILLS, NC 28348
SIMMONS, GLENDA MCPHERSON;KRISTEN, BRIGGS	41 TAYLOR AVE 2E	POUGHKEEPSIE, NY 12301
THE THELMA REVOCABLE LIVING TRUST	3217 COACHMANS WAY	DURHAM, NC 27705
HESTER, CHARLES OTIS	5804 SOMERTON PL	HOPE MILLS, NC 28348
BROWN, CURTIS JEROME JR	816 CABALETTA DR	HOPE MILLS, NC 28348
HICKS, JOYCE	1345 CYPRESS LAKES RD	HOPE MILLS, NC 28348
WILLIAM R HOMES LLC	8000 CORPORATE DRIVE STE	CHARLOTTE, NC 28226
DAVIS, GLENNITA DELSHAWN RAEFORD	1186 SAND HILL RD	HOPE MILLS, NC 28348
SMITH, TIANA MARIE;SMITH, JESSE OLIVER JR.	1305 SANDHILL RD	HOPE MILLS, NC 28348
BUCK, EDWARD WAYNE	1203 SAND HILL RD	HOPE MILLS, NC 28348
THE THELMA REVOCABLE LIVING TRUST	3217 COACHMANS WAY	DURHAM, NC 27705
LATKOVICH, JEFFREY A	74 SPOTSWOOD DR	SPOTSWOOD, NJ 08884
CUMBERLAND COUNTY	PO BOX 449	FAYETTEVILLE, NC 28302
LOCKLEAR, E J	5805 SOMERTON PL	HOPE MILLS, NC 28348
BAPTIST UNION CHURCH	PO BOX 250	HOPE MILLS, NC 28348
RAYE, TOWANDA J	1422 SAND HILL RD	HOPE MILLS, NC 28348
FREEMAN, CAROLYN	1155 SAND HILL RD	HOPE MILLS, NC 28348
HICKS, JOYCE	1345 CYPRESS LAKES RD	HOPE MILLS, NC 28348
PURDIE, GEORGE W	1164 SAND HILL RD	HOPE MILLS, NC 28348
LOCKLEAR, ELIJAH J	5805 SOMERTON PL	HOPE MILLS, NC 28348
SHAW, LAMONT	1451 SAND HILL RD	HOPE MILLS, NC 28348
LATKOVICH, JEFFREY A	4800 KIARA DR	HOPE MILLS, NC 28348
HINSON, WILLIAM AUBREY;HINSON, LAURA WILLEY	4812 KIARA DR	HOPE MILLS, NC 28348
GARDNER, LLOYD ANDREW;GARDNER, PAULA S	1204 SAND HILL RD	HOPE MILLS, NC 28348
BUXTON, GLORIA G	5921 STATE RD	HOPE MILLS, NC 28348
SANSBURY, IRENE LIFE ESTATE	1376 SAND HILL RD	HOPE MILLS, NC 28348
WAL-MART STORES EAST LP (#6040)	PO BOX 8050 MS 0555	BENTONVILLE, AR 72716
ROBERTS RENTALS LLC	3001 THROWER RD	HOPE MILLS, NC 28348
MCATEER, KIMBERLY;MCATEER, BOBBY	5801 SOMERTON PL	HOPE MILLS, NC 28348
MCKOY, DORA GRACE EVANS;MCKOY, BOBBY L	1159 CYPRESS LAKES RD	HOPE MILLS, NC 28348
PURDIE, GLENNIS	2901 BOISE CT	FAYETTEVILLE, NC 28306
ROBERTS RENTALS LLC	3001 THROER RD	HOPE MILLS, NC 28348
RAEFORD, RAMONA A	1356 SAND HILL RD	HOPE MILLS, NC 28348
BROWN, CAROLYN J	1336 LEANDER LN	HOPE MILLS, NC 28348
HESTER, CHARLES OTIS	5804 SOMERTON PL	HOPE MILLS, NC 28348
NOLAN, CHERYL ELAINE MCPHERSON;GLENDA, M SIMMONS	909 WICKER CT	FAYETTEVILLE, NC 28304
HAMPTON, APRIL, LEONARD JR;LEONDRA, HAMPTON MCADOO	6815 SEATTLE FLEW PL	WHITSETT, NC 27377
MCALLISTER, ROGER D;MCALLISTER, SHIRLEY D	1432 SAND HILL RD	HOPE MILLS, NC 28348
BLEDSE, KIMBERLY F;ROSS, SABRINA F;RUSSELL, SHANNON FOWLER;FOWLER, JASON R	6400 EMU DR	HOPE MILLS, NC 28348
MCKOY, JOHN R;MCKOY, KATIE LEE	1341 SAND HILL RD	HOPE MILLS, NC 28348
JONES, BRENDA W;JOHNSON, STEPHANIE W;SMITH, GLORIA;WRIGHT, ANDER L C;WRIGHT, DAVID	3540 FIFTH AVE	YOUNGSTOWN, OH 44505
PURDIE, JANNIE B	1145 SAND HILL RD	HOPE MILLS, NC 28348
MCALLISTER, ROGER;MCALLISTER, SHIRLEY	1432 SAND HILL RD	HOPE MILLS, NC 28348
GRAY'S CREEK LEARNING ACADEMY PROPERTIES, LLC	PO BOX 294	ST PAULS, NC 28384

GLEATON, DANIEL WEBSTER;GLEATON, MYRTLE VIRGINIA
RAYE, TOWANDA J
GILL, PATRICIA ANN
LASANE, RONZA SURMURIEL
HICKS, JOYCE
WHISNANT, MARY S
BUXTON-CURRIE, MONICA;BUXTON-MALLOY, MELANIE
HESTER, CHARLES OTIS
SANSBURY, IRENE LIFE ESTATE
FREEMAN, LOUISE W
THOMPSON, KELVIN G;BENTLEY-THOMPSON, SABRINA
MATTHEWS, TERESA;MORRIS, MONROE;MORRIS, RENEE
CHASON, JESSE
WHISNANT, MARY
RAEFORD, ROMONA ANN
RAYE, DONALD P;RAYE, TOWANDA
FREEMAN, MATTIE BELL
BUXTON-CURRIE, MONICA;BUXTON-MALLOY, MELANIE
WILLIAMS, WILLIE L;WILLIAMS, SHIRLEY R
HICKS, JOYCE
J.M.B.B., LLC
MELVIN, KENNETH EARL
GROSSO, THOMAS;GROSSO, THERESA
THE THELMA REVOCABLE LIVING TRUST
JONES, BRENDA W;JOHNSON, STEPHANIE W;SMITH, GLORIA;WRIGHT, ANDER L C;WRIGHT, DAVID
COVINGTON, MARY WHITE LIFE ESTATE
BRAMBLE, CHRISTOPHER G;BRAMBLE, JESSICA
MONROE, WILLIAM
STEVENS, DOTTIE M
MELVIN, KENNETH E;MELVIN, SARAH F
MCALLISTER, ERIC LAMAR TRUSTEE
GROOMS, EDNA BERNICE
BUCK, EDWARD WAYNE

230 WOODGLEN DR
1422 SAND HILL RD
1185 SAND HILL RD
1300 SAND HILL RD
1345 CYPRESS LAKES RD
1233 CYPRESS LAKES RD
1361 SANDHILLS RD
5804 SOMERTON PL
1376 SAND HILL RD
1401 SAND HILL RD
1309 CYPRESS LAKE RD
1451 REDWOOD DR
1322 SAND HILL ROAD
1233 CYPRESS LAKES RD
2001 TREE VISTA LN 301
1422 SANDHILL RD
1164 SAND HILL RD
1361 SANDHILLS RD
1165 SAND HILL RD
1345 CYPRESS LAKES RD
3508 TREE RING CT
1451 SAND HILL RD
4808 KIARA DR
3217 COACHMANS WAY
3540 FIFTH AVE
1361 SAND HILL ROAD
PO BOX 4704
5809 SOMERTON PL
451 ROBERTS RD
1451 SAND HILL RD
PO BOX 294
5817 SOMERTON PL
1203 SAND HILL RD
FAYETTEVILLE, NC 28314
HOPE MILLS, NC 28348
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HOPE MILLS, NC 28348
PISCATAWAY, NJ 08854
HOPE MILLS, NC 28348
HOPE MILLS, NC 28348
RALEIGH, NC 27604
HOPE MILLS, NC 28348
HOPE MILLS, NC 28348
HOPE MILLS, NC 28348
HOPE MILLS, NC 28348
HOPE MILLS, NC 28348
FAYETTEVILLE, NC 28306
HOPE MILLS, NC 28348
HOPE MILLS, NC 28348
DURHAM, NC 27705
YOUNGSTOWN, OH 44505
HOPE MILLS, NC 28348
HOPE MILLS, NC 28348
HOPE MILLS, NC 28348
WILLOW SPRING, NC 27592
HOPE MILLS, NC 28348
ST PAULS, NC 28348
HOPE MILLS, NC 28348
HOPE MILLS, NC 28348

ATTACHMENT: APPLICATION



County of Cumberland
◆
Planning & Inspections Department

CASE #: 701123-0004

PLANNING BOARD
MEETING DATE: _____

DATE APPLICATION
SUBMITTED: _____

RECEIPT #: _____

RECEIVED BY: _____

**APPLICATION FOR
REZONING REQUEST
CUMBERLAND COUNTY ZONING ORDINANCE**

The following items are to be submitted with the completed application:

1. A copy of the *recorded* deed and/or plat.
2. If a portion(s) of the property is being considered for rezoning, an accurate written legal description of only the area to be considered;
3. A check made payable to "Cumberland County" in the amount of \$ _____.
(See attached Fee Schedule).

Rezoning Procedure:

1. Completed application submitted by the applicant.
2. Notification to surrounding property owners.
3. Planning Board hearing.
4. Re-notification of interested parties / public hearing advertisement in the newspaper.
5. County Commissioners' public hearing (approximately four weeks after Planning Board public hearing)
6. If approved by the County Commissioners, rezoning becomes effective immediately.

The Planning & Inspections Staff will advise on zoning options, inform applicants of development requirement and answer questions regarding the application and rezoning process. For further questions, call (910)678-7603 or (910)678-7609. Hours of operation are 8:00 a.m. to 5:00 p.m., Monday through Friday.

NOTE: Any revisions, inaccuracies or errors to the application may cause the case to be delayed and will be scheduled for the next available board meeting according to the board's meeting schedule. Also, the application fee is *nonrefundable*.

TO THE CUMBERLAND COUNTY JOINT PLANNING BOARD AND THE BOARD OF COUNTY COMMISSIONERS OF CUMBERLAND COUNTY, NC:

I (We), the undersigned, hereby submit this application, and petition the County Commissioners to amend and to change the zoning map of the County of Cumberland as provided for under the provisions of the County Zoning Ordinance. In support of this petition, the following facts are submitted:

1. Requested Rezoning from F100-Rural to R20
2. Address of Property to be Rezoned: 1322 Sand Hill Rd
3. Location of Property: Off Sand Hill Rd
4. Parcel Identification Number (PIN #) of subject property: 0433-21-5269
(also known as Tax ID Number or Property Tax ID)
5. Acreage: 1.58 Frontage: 190 Depth: 365
6. Water Provider: Well: ☒ PWC: _____ Other (name): _____
7. Septage Provider: Septic Tank ☒ PWC _____
8. Deed Book 11465, Page(s) 0565, Cumberland County Registry. (Attach copy of deed of subject property as it appears in Registry).
9. Existing use of property: Vacant land
10. Proposed use(s) of the property: Residential
11. Do you own any property adjacent to or across the street from this property?
Yes _____ No ☒ If yes, where? _____
12. Has a violation been issued on this property? Yes _____ No ☒

A copy of the recorded deed(s) and/or recorded plat map(s) must be provided. If the area is a portion of a parcel, a written legal description by metes and bounds, showing acreage must accompany the deeds and/or plat. If more than one zoning classification is requested, a correct metes and bounds legal description, including acreage, for each bounded area must be submitted.

The Planning and Inspections Staff is available for advice on completing this application; however, they are not available for completion of the application.

The undersigned hereby acknowledge that the County Planning Staff has conferred with the petitioner or assigns, and the application as submitted is accurate and correct.

Jesse Chason

NAME OF OWNER(S) (PRINT OR TYPE)

899 N Orange Ave Apt 432 Orlando,
FL 32801

ADDRESS OF OWNER(S)

910-308-8662

HOME TELEPHONE #

WORK TELEPHONE #

Chris Roberts

NAME OF AGENT, ATTORNEY, APPLICANT (PRINT OR TYPE)

3102 W. Main St Hope Mills NC 28348

ADDRESS OF AGENT, ATTORNEY, APPLICANT

MarketPlace Builders @ Gmail

E-MAIL

HOME TELEPHONE #

910 987 2900

WORK TELEPHONE #

Jesse Chason

SIGNATURE OF OWNER(S)

Chris Roberts

SIGNATURE OF AGENT, ATTORNEY OR
APPLICANT

SIGNATURE OF OWNER(S)

The contents of this application, upon submission, become "public record."

Ad Preview

PUBLIC NOTICE

The Cumberland County Board of Commissioners will meet at 6:45 p.m. on April 17, 2023 in room 118 of the County Courthouse at 117 Dick Street to hear the following:

ZON-22-0078: Rezoning from RR Rural Residential Dis. and C3 Heavy Com. Dis. to C(P)/CZ Planned Service and Retail Conditional Zon. Dis. or a more restrictive zoning dis. for two parcels comprising 1.66 +/- acs; 6283 and 6295 US 301 South; George Rose (applicant) Pit Stop 301 Express, LLC, and Gamil Naji Aldalali, Ibrahim Alsaidi, Enos Alsaidi (owners).

ZON-22-0085: Rezoning from A1 Agricultural Dis. to R40 Residential Dis. or to a more restrictive zoning dis.; 83.3 +/- ac.; 3255 School Rd. and two abutting parcels; Gregory McLean (owner/applicant).

ZON-23-0003: Rezoning from R10 Residential Dis. & CD Conversancy Dis. to R5 Residential Dis. or to a more restrictive zoning dis.; 20.17 +/- ac. parcel; w. of Lillington Hwy and n. of Cottageville Dr; Moorman, Kizer & Reitzel, Inc. (applicant), Spring Lake Properties (owner).

ZON-23-0004: Rezoning from A1 Agricultural Dis. to R20 Residential Dis. or to a more restrictive zoning dis.; 1.58 +/- ac.; 1322 Sand Hill Rd; Chris Roberts (applicant), Jesse Chason (owner).

4/3/23, 4/10/23 8629539



CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF APRIL 17, 2023

TO: BOARD OF COUNTY COMMISSIONERS

FROM: ANDREA TEBBE, CLERK TO THE BOARD

DATE: 4/17/2023

SUBJECT: JURY COMMISSION (1 VACANCY)

BACKGROUND

The Jury Commission has the following one (1) vacancy:

Scott Flowers - completing second term on June 30, 2023. Not eligible for reappointment.

The membership roster and applicant list for the Jury Commission is attached.

RECOMMENDATION / PROPOSED ACTION

Nominate an individual to fill the one (1) vacancy.

ATTACHMENTS:

Description

Jury Commission Roster

Jury Commission Applicant List

Jury Commissioner Letter

Type

Backup Material

Backup Material

Backup Material

JURY COMMISSION

2 Year Term

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
Scott Flowers 4317 Ramsey Street Fayetteville, NC 28311 910-864-6888	8/21	2nd	August/23 6/30/23	No

Perry Evans – Clerk of Court's Appointee
Perry Evans Phone Number: 910-551-6309

Gary Weller – Judge Ammons' Appointee

(The other two are appointed (1) by the Senior Resident Superior Court Judge and (1) by the Clerk of Superior Court.)

Contact: Ryan Ikeya at 475-3266 ryan.b.ikeya@nccourts.org
Ellen B. Hancox, Trial Court Administrator – 475-3271, fax # 678-2975

(annual invoice goes to Budget Division for payment)

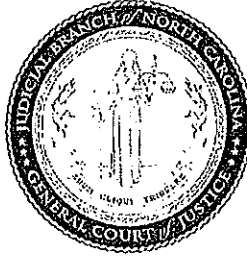
No regular meeting schedule. (Usually meet in September and November.)

**APPLICANTS FOR
JURY COMMISSION**

<u>NAME/ADDRESS/TELEPHONE</u>	<u>OCCUPATION</u>	<u>EDUCATIONAL BACKGROUND</u>
HARPER, STEVE C. (B/M) 5707 BASHFORT CT FAYETTEVILLE NC 28304 425-9643/988-7004 STEVEHARPER276@GMAIL.COM Graduate-County Citizens' Academy: YES Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: CITY OF FAYETTEVILLE CITIZENS ACADEMY CATEGORY: GENERAL PUBLIC	RETIRED OPERATIONS MANAGER	HIGH SCHOOL & SOME COLLEGE
JONES, CHARLES (W/M) 437 BRIGHTWOOD DRIVE FAYETTEVILLE, NC 28303 910436-1231 (H) 910-303-7170 (M) CJ_68@HOTMAIL.COM Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: YES Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO CATEGORY: GENERAL PUBLIC	ENGINEER	BA
MARABLE, KATHERINE (-/F) 1805 MCGOUGAN RD FAYETTEVILLE NC 28303 486-9035 NO EMAIL LISTED Graduate-County Citizens' Academy: YES Graduate-Institute for Community Leadership: YES Graduate-Leadership Fayetteville: YES Graduate-United Way's Multi-Cultural Leadership Program: YES Graduate-other leadership academy: YES CATEGORY: GENERAL PUBLIC	RETIRED EDUCATOR CC SCHOOLS *SERVES ON THE MID-CAROLINA AGING ADVISORY COUNCIL*	MASTERS
PORTER, BARBARA (-/-) 6620 STILLWOOD DRIVE HOPE MILLS, NC 28348 850-321-1232 barbaragailp@hotmail.com Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO CATEGORY: GENERAL PUBLIC	RETIRED DEPUTY SHERIFF	BS

APPLICANTS FOR
JURY COMMISSION PAGE 2

<u>NAME/ADDRESS/TELEPHONE</u>	<u>OCCUPATION</u>	<u>EDUCATIONAL BACKGROUND</u>
SKINNER-COLEMAN (B/F) 916 BRAMBLEWOOD COURT FAYETTEVILLE, NC 28314 910-988-8185 (M) 910-907-0209 (W) en1dc8ve@gmail.com Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: <i>CATEGORY: GENERAL PUBLIC</i>	School Counselor	
ZAMORA, CLAUDIA (W/F) 312 SHAWCROFT RD FAYETTEVILLE, NC 28311 305-747-3004 claudiazamora@live.de Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO <i>CATEGORY: GENERAL PUBLIC</i> <ul style="list-style-type: none">• <u>Currently serving on the Human Relations Commission</u>	WRITER	CURRENT STUDENT



State of North Carolina
General Court of Justice
TRIAL COURT ADMINISTRATOR

ELLEN B. HANCOX
TRIAL COURT ADMINISTRATOR

CUMBERLAND COUNTY
FAYETTEVILLE, N.C.

TEL. (910) 475-3018

April 5, 2023

Cumberland County Board of Commissioners
P.O. Box 1829
Fayetteville, NC 28302-1829

RE: Appointment to the Jury Commission

Dear Commissioners:

Currently, Scott Flowers serves as the Cumberland County Board of Commissioners' appointee to the Cumberland County Jury Commission. Mr. Flowers' term expires June 30, 2023. Pursuant to N.C.G.S. § 9-1, your appointee to the Jury Commission for the term beginning July 1, 2023, must be a resident and a qualified voter in the county.

Please let me know the name and address of your appointee to the Jury Commission for the two-year term beginning July 1, 2023.

If you have any questions, please feel free to contact me.

Sincerely yours,

Ellen B. Hancox
Trial Court Administrator

EBH/lev



CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF APRIL 17, 2023

TO: BOARD OF COUNTY COMMISSIONERS

FROM: IVA CLARK, DEPUTY CLERK TO THE BOARD

DATE: 4/17/2023

**SUBJECT: JOINT FORT BRAGG AND CUMBERLAND COUNTY FOOD POLICY
COUNCIL (5 VACANCIES)**

BACKGROUND

At the April 3, 2023 regular meeting, the Board of Commissioners nominated the following individuals to fill the five (5) vacancies on the Joint Fort Bragg and Cumberland County Food Policy Council

Higher Education

Anicca Cox

Members Who Work in the Fields of Healthcare, Public Health, Food Insecurity/Food Access or Child and Adult Care

Natasha Randall

Shelia Korch

Members Who Do Not Work in Local Government or Health Agency

Lauren R. Tyler

Veronica Feliciano

The membership roster is attached.

RECOMMENDATION / PROPOSED ACTION

Appoint individuals to fill the five vacancies on the Joint Fort Bragg and Cumberland County Food Policy Council.

ATTACHMENTS:

Description

Joint Fort Bragg & Cumberland County Food Policy Council roster

Type

Backup Material

APPLICANTS FOR
JOINT FORT BRAGG & CUMBERLAND COUNTY FOOD POLICY COUNCIL

<u>NAME/ADDRESS/TELEPHONE</u>	<u>OCCUPATION</u>	<u>EDUCATIONAL BACKGROUND</u>
BOSTIC, MELISSA (H/F) 3931 BROOKGREEN DRIVE FAYETTEVILLE, NC 28304 364-2345 (H) MBOSTIC19@ICLOUD.COM Graduate-County Citizens' Academy: No Graduate-Institute for Community Leadership: Yes Graduate-Leadership Fayetteville: No Graduate-United Way's Multi-Cultural Leadership Program: No Graduate-other leadership academy: No <i>CATEGORY: CIVILIAN CHAIR FROM CUMBERLAND COUNTY</i>	HR MANAGER, MOUTAIRE FARMS	MBA/PHD BUSINESS ADMINISTRATION
BROWN, PAULA (B/F) 3500 BENNETT DRIVE FAYETTEVILLE NC 28301 703-8399/709-8595/483-0153 PHOWARD924@YAHOO.COM Graduate-County Citizens' Academy: YES Graduate-Institute for Community Leadership: YES Graduate-Leadership Fayetteville: YES Graduate-United Way's Multi-Cultural Leadership Program: YES Graduate-other leadership academy: NO <i>CATEGORY: CIVILIAN CHAIR FROM CUMBERLAND COUNTY</i>	RETIRED	MASTERS-ED
CHOTT, ANNA (W/F) 1861 TRYON DRIVE UNIT 3 FAYETTEVILLE, NC 28303 314-608-4130(H)/484-9098(W) ANNA@SUSTAINABLESANDHILLS.ORG Graduate-County Citizens' Academy: No Graduate-Institute for Community Leadership: No Graduate-Leadership Fayetteville: No Graduate-United Way's Multi-Cultural Leadership Program: No Graduate-other leadership academy: No <i>CATEGORY: COMMUNITY MEMBERS WHO DO NOT WORK IN LOCAL GOVERNMENT</i>	WASTE MANAGEMENT PROGRAM COORDINATOR	BS
FOXWORTH, KATINA LTC (B/F) 2539 HAMILTON STREET FORT BRAGG, NC 28310 910-381-0817 910-907-7656 KATINA.M.FOXWORTH.MIL@HEALTH.MIL Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: US Army Captain's Course, Preventive Medicine Course <i>CATEGORY: MILITARY CHAIR</i>	REGISTERED NURSE	BSN

**APPLICANTS FOR
JOINT FORT BRAGG & CUMBERLAND COUNTY FOOD POLICY COUNCIL page 2**

NAME/ADDRESS/TELEPHONE	OCCUPATION	EDUCATIONAL BACKGROUND
GETTINGS, SHANNON (W/F) 1002 CASHWELL RD STEDMAN, NC 28318 910-354-8063 CELL 9109079262 WORK Shannon.n.gettings.civ@health.mil Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO CATEGORY: HEALTHCARE, PUBLIC HEALTH, FOOD INSECURITY/FOOD ACCESS, CHILD OR ADULT CAREWORKER	REGISTERED NURSE	BACHELORS
JOHNSON, CLIFTON (B/M) 918 LIBERTY LANE FAYETTEVILLE, NC 28311 706-550-8270 (M) 757-753-0803 (W) clifton4mayor@gmail.com Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO CATEGORY: GENERAL PUBLIC	REAL ESTATE/MILITARY	EXECUTIVE CERTIFICATE STRATEGIC LEADERSHIP LIBERTY
MELVIN, JOY N. E.D. (B/F) 846 WIGWAM DR FAYETTEVILLE NC 28314 910-778-3697(H)/678-8498(M) MELVINJOYN@GMAIL.COM Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO CATEGORY: MEMBER WHO DOES NOT WORK IN LOCAL GOVERNMENT	INSTRUCTOR FTCC	DOCTORATE
PITTMAN, RONALD W. (W/M) 813 KATIE STREET FAYETTEVILLE, NC 28306 728-5613 (H)/425-0605 (H/W) EDAOFAY1@YAHOO.COM Graduate-County Citizens' Academy: No Graduate-Institute for Community Leadership: No Graduate-Leadership Fayetteville: No Graduate-United Way's Multi-Cultural Leadership Program: No Graduate-other leadership academy: No CATEGORY: CIVILIAN CHAIR FROM CUMBERLAND COUNTY	EXECUTIVE DIRECTOR ARMS OF REFUGE, INC. THE ROSE PETAL FLORIST	FSU

**APPLICANTS FOR
JOINT FORT BRAGG & CUMBERLAND COUNTY FOOD POLICY COUNCIL Page 3**

NAME/ADDRESS/TELEPHONE	OCCUPATION	EDUCATIONAL BACKGROUND
SHORT, JOSEPH (WM) 2628 ELMHURST DRIVE FAYETTEVILLE, NC 28304 910-263-1316 Jlshort11791@gmail.com Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO	FARMER/SWINE PRODUCTION	BS IN AGRICULTURE NC STATE

CATEGORY: LOCAL FARMING AND AGRICULTURE

YEICH, KRYSTAL S. 3017 THORNHILL DRIVE FAYETTEVILLE, NC 28306 919-819-9390 (M)/677-2115 (W) KRYSTALYEICH@EMBARQMAIL.COM Graduate-County Citizens' Academy: No Graduate-Institute for Community Leadership: No Graduate-Leadership Fayetteville: No Graduate-United Way's Multi-Cultural Leadership Program: No Graduate-other leadership academy: No	FNS APPLICATIONS SUPERVISOR II DSS	HIGH SCHOOL
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CATEGORY: LOCAL GOVERNMENT WORKER



CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF APRIL 17, 2023

TO: BOARD OF COUNTY COMMISSIONERS

FROM: IVA CLARK, DEPUTY CLERK TO THE BOARD

DATE: 4/17/2023

SUBJECT: LOCAL EMERGENCY PLANNING COMMITTEE (1 VACANCY)

BACKGROUND

At the April 3, 2023, regular meeting, the Board of Commissioners nominated the following individual to fill the one (1) vacancy on the Local Emergency Planning Committee

Terrence Phillips

The membership roster is attached.

RECOMMENDATION / PROPOSED ACTION

Appoint individual to fill the one vacancy on the Local Emergency Planning Committee.

ATTACHMENTS:

Description

Local Emergency Planning Committee Roster

Type

Backup Material

APPLICANTS FOR
CUMBERLAND COUNTY LOCAL EMERGENCY PLANNING COMMITTEE

<u>NAME/ADDRESS/TELEPHONE</u>	<u>OCCUPATION</u>	<u>EDUCATIONAL BACKGROUND</u>
BROOKS, DONALD (B/M) 301 SOUTHLAND DRIVE FAYETTEVILLE NC 28311 910-826-6078 DONALDBROOKS959@GMAIL.COM Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: YES Graduate-other leadership academy: GRADUATE EXECUTIVE LEADERSHIP PROGRAM <i>CATEGORY: GENERAL PUBLIC</i> <i>Currently appointed to Cumberland County Industrial Facilities and Pollution Control Financing Authority and Board of Adjustment</i>	RETIRED	BACHELORS
BROOKS, JEFFREY D (W/M) 4700 MATCHWOOD CT FAYETTEVILLE NC 28306 822-2875/580-3088 JPDPHD08@GMAIL.COM Graduate-County Citizens' Academy: YES Graduate-Institute for Community Leadership: YES Graduate-Leadership Fayetteville: YES Graduate-United Way's Multi-Cultural Leadership Program: YES Graduate-other leadership academy: NO <i>CATEGORY: GENERAL PUBLIC</i>	RETIRED FSU PROFESSOR	PHD MSW
DAVIDSON, HANK (W/M) 2088 TEESDALE DRIVE HOPE MILLS NC 28348 813-832-3290 HMDAVID@TWC.COM Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO <i>CATEGORY: FIREFIGHTER REPRESENTATIVE</i>	GOVERNMENT CONTRACTOR OWT GLOBAL	NONE LISTED
DEBRULER, DANIEL (W/M) 6791 BUTTERMERE DRIVE FAYETTEVILLE NC 28314 964-3241/864-5028 DANDEBRULER@GMAIL.COM Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: UNITED STATES ARMY ADVANCED NON-COMMISSIONED OFFICERS <i>CATEGORY: PRINT & BROADCAST MEDIA REPRESENTATIVE</i>	RADIO STATION OWNER GRANDER VISION MEDIA	SOME COLLEGE

Cumberland County Local Emergency Planning Committee, Page 2

<u>NAME/ADDRESS/TELEPHONE</u>	<u>OCCUPATION</u>	<u>EDUCATIONAL BACKGROUND</u>
EARL, RENARDE D. (B/M) 6919 SOUTH STAFF RD FAYETTEVILLE NC 28306 336-682-4424 RDE9498@GMAIL.COM Graduate-County Citizens' Academy: YES Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: LEADERSHIP WINSTON SALEM CATEGORY: LAW ENFORCEMENT REPRESENTATIVE	ASSOCIATE VICE CHANCELLOR OF POLICE/PUBLIC SAFETY AT FSU	BACHELORS CRIMINAL JUSTICE
HILL, MIKE (W/M) 6200 SISK CULBRETH RD GODWIN, NC 28344 818-3793/433-1428 MHILL@CI.FAY.NC.US Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO CATEGORY: FIREFIGHTER REPRESENTATIVE	FIRE CHIEF CITY OF FAYETTEVILLE	NONE LISTED
HONDROS, DENO (W/M) 304 COURTYARD LANE FAYETTEVILLE NC 28303 977-0685/802-0076/864-2626 DJHONDROS@HOTMAIL.COM Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO CATEGORY: LOCAL ENVIRONMENTAL REP??	REAL ESTATE BROKER SELF EMPLOYED	SOME COLLEGE
JENKINS, ASHLEE (B/F) 2605 MIDDLE BRANCH BEND FAYETTEVILLE NC 28304 301-379-3857 A.THOMASJENKINS@GMAIL.COM Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO CATEGORY: GENERAL PUBLIC	UNEMPLOYED FORMER LAW ENFORCEMENT	BS-CRIM JUSTICE MS-CRIM JUSTICE MS-PUBLIC ADMIN.

Cumberland County Local Emergency Planning Committee, Page 3

<u>NAME/ADDRESS/TELEPHONE</u>	<u>OCCUPATION</u>	<u>EDUCATIONAL BACKGROUND</u>
<p>JONES, CHARLES (W/M) 437 BRIGHTWOOD DRIVE FAYETTEVILLE, NC 28303 910436-1231 (H) 910-303-7170 (M) CJ_68@HOTMAIL.COM Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: YES Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO</p>	ENGINEER	BA
CATEGORY: LAW ENFORCEMENT REPRESENTATIVE/OPERATORS OF FACILITIES REPRESENTATIVE		
<p>KRAKOVER, BRIAN Dr. (W/M) COMMONWEALTH 401 HARLOW DRIVE FAYETTEVILLE, NC 28314 910-366-7116 BKRAK@CAPEFEARVALLEY.COM Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO</p>	EMERGENCY PHYSICIAN CAPE FEAR VALLEY MEDICAL CENTER	MC- VIRGINIA
CATEGORY: Health Representative		
<p>LANTHORN, JOHN 6841 MAIN STREET, WADE, NC 28395 910-850-8453 JOHNNY.LANTHORN@FAYPWC.COM Graduate-County Citizens' Academy: YES Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO</p>	MAINTENANCE SUPERVISOR PWC	SOME COLLEGE
CATEGORY: Firefighter Representative		
CURRENT TOWN OF WADE COMMISSIONER(12/23)		
<p>LILLY, JAMAL DASHAWN (B/M) 2610 CATTAIL CIRCLE FAYETTEVILLE NC 28312 910-916-3087 JAMALDLILY@GMAIL.COM Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO</p>	ARMED SECURITY OFFICER PARKER SECURITY	SOME COLLEGE
CATEGORY: GENERAL PUBLIC		

NAME/ADDRESS/TELEPHONE	OCCUPATION	EDUCATIONAL BACKGROUND
<p>LONG, MICHAEL J (W/M) 5308 Bella Farms Ct. Godwin, NC 28344 910-434-4123 (W) 910-476-6582 (M) Longmj13@gmail.com Graduate-County Citizens' Academy: Yes Graduate-Institute for Community Leadership: No Graduate-Leadership Fayetteville: No Graduate-United Way's Multi-Cultural Leadership Program: Yes Graduate-other leadership academy: No CATEGORY: GENERAL PUBLIC</p>		
<p>MCPHAIL, JEFFREY (W/M) 227 WOODROW STREET FAYETTEVILLE, NC 28303 910-524-6459 Jeffmcpmail27@gmail.com Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO CATEGORY: Firefighter Representative</p>	FIRE CAPTAIN/CITY OF FAYETTEVILLE	HIGH SCHOOL
<p>OATMAN, LEWIS S. (-/M) 5575 HALLWOOD DRIVE FAYETTEVILLE, NC 28348 884/5020 LEWIS_OATMAN@MSN.COM Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO CATEGORY: GENERAL PUBLIC</p>	<p>ADJUNCT PROFESSOR HEALTH CARE EXECUTIVE</p>	<p>PHD HEALTH SCIENCES GLOBAL HEALTH</p>
<p>OSBORN, JENNIFER (W/) 3828 LITTLE JOHN COURT FAYETTEVILLE, NC 910-644-4921 JENNIFEROZ@OUTLOOK.COM Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: CURRENTLY TAKING PART IN ICL Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO CATEGORY: GENERAL PUBLIC</p>	<p>PROFESSOR, FORMER POLICE OFFICER VETERAN</p>	MA-JUSTICE ADMIN

Cumberland County Local Emergency Planning Committee, Page 5

NAME/ADDRESS/TELEPHONE	OCCUPATION	EDUCATIONAL BACKGROUND
PATTERSON, DENNIS (W/M) 6080 CEDAR CREEK RD FAYETTEVILLE, NC 28312 910-224-2182 RANGERPAT1@GMAIL.COM Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: MILITARY LEADERSHIP ACADEMIES CATEGORY: GENERAL PUBLIC Currently serving on the Animal Services Board	SPECIAL FORCES COMMUNICATIONS INSTRUCTOR DEPT OF DEFENSE	BS/MS
RHODES, ROBERT DAVID (W/M) 1810 CARL FREEMAN RD STEDMAN NC 28391 910-916-3726 ROBDRHODES@GMAIL.COM Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO CATEGORY: LAW ENFORCEMENT REPRESENTATIVE	NC STATE TROOPER NC STATE HIGHWAY PATROL	SOME COLLEGE
RIVERA, HENRY (H/M) 850 JEREMIAH STREET STEDMAN, NC 28391 508-837-0420/580-0178/567-2625 RIVERAHENRY64@YAHOO.COM Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO CATEGORY: LOCAL ENVIRONMENTAL REPRESENTATIVE	OCCUPATIONAL SAFETY/HEALTH TRI STATE	BA/MA
SANTIAGO, RUBEN (H/M) 7021 MARINERS LANDING DRIVE FAYETTEVILLE NC 28306 910-574-1800 RSANTIAGO800@GMAIL.COM Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: FBI NATIONAL ACADEMY, RICHLAND CO, SC CITIZENS ACADEMY, CITY OF COLUMBIA SC CITIZENS ACADEMY CATEGORY: EMERGENCY MANAGEMENT REPRESENTATIVE, GENERAL PUBLIC, LAW ENFORCEMENT REPRESENTATIVE	FEDERAL LAW ENFORCEMENT FT BRAGG CRIMINAL INVESTIGATIONS DIVISION	BA/MA

Cumberland County Local Emergency Planning Committee, Page 6

NAME/ADDRESS/TELEPHONE	OCCUPATION	EDUCATIONAL BACKGROUND
<p>SELDON, SCHERELL A. (-/F) 1558 SEABROOK SCHOOL RD FAYETTEVILLE NC 28312 910-627-6689 MUZACINMYHEART@GMAIL.COM Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO CATEGORY: GENERAL PUBLIC</p>	<p>GRAPHIC DESIGNER MSC GRAPHIC DESIGNS</p>	<p>ASSOCIATES</p>
<p>SLANKARD, KENNETH (W/M) 5443 KENTUCKY LANE HOPE MILLS NC 28348 910-578-5285 KLSLANK66@GMAIL.COM Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: ADVANCED NON-COMMISSIONED OFFICERS COURSE US ARMY CATEGORY: GENERAL PUBLIC **Currently serving on the Cemetery Commission**</p>	<p>RETIRED US ARMY</p>	<p>BS-CRIM JUSTICE</p>
<p>SMITH, WILLIAM (W/M) 2606 MELLWOOD DRIVE FAYETTEVILLE NC 28306 485-0157/624-9896/678-1535 BILL.H.SMITH@CHEMOURS.COM Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: DUPONT PROJECT TEAM LEADER ACADEMY CATEGORY: OPERATORS OF FACILITIES REPRESENTATIVE</p>	<p>PROJECT ENGINEER CHEMOURS COMPANY LLC</p>	<p>SOME COLLEGE</p>
<p>THOMPSON, LYNNDORA (B/F) 3402 RUDLAND COURT FAYETTEVILLE NC 28304 910-584-5324 LYNNDORATHOMPSON3@GMAIL.COM Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO CATEGORY: GENERAL PUBLIC</p>	<p>UNEMPLOYED</p>	<p>BA, MA</p>



CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF APRIL 17, 2023

TO: BOARD OF COUNTY COMMISSIONERS

FROM: IVA CLARK, DEPUTY CLERK TO THE BOARD

DATE: 4/17/2023

SUBJECT: SENIOR CITIZENS ADVISORY COMMISSION (3 VACANCIES)

BACKGROUND

At the April 3, 2023, regular meeting, the Board of Commissioners nominated the following individuals to fill the three (3) vacancies on the Senior Citizens Advisory Commission

Rhonnisha Fountain
Ferdinand Irizarry
Lawrence King

The membership roster is attached.

RECOMMENDATION / PROPOSED ACTION

Appoint individuals to fill the three vacancies on the Senior Citizen Advisory Commission.

ATTACHMENTS:

Description	Type
Senior Citizens Advisory Commission Roster	Backup Material

SENIOR CITIZENS ADVISORY COMMISSION
(Joint Fayetteville/Cumberland County)
2 Year Term
(County Appointees)

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
Donald Bennett Sr. 5844 Chason Ridge Dr. Apt C Fayetteville, NC 28314 845-216-1242 Dfbennettjr@gmail.com	5/21	2nd	Apr/23 4/30/23	No
Shamona Ross 6295 Withers Drive Fayetteville, NC 28304 910-797-0021/425-4577 (serving unexpired term; eligible for one additional two-year term)	8/21	1st	Jun/23 6/30/23	Yes
Nettie Hayes-Miller 247 Eastwood Ave Fayetteville, NC 28301 823-2142/391-2965 Nmiller57@embarqmail.com	5/21	2nd	Jan/23 1/31/23	No
Pamela Collins 5640 Watersplash Ln Fayetteville, NC 28311 910-273-1927	5/21	1st	May/23 5/31/23	Yes
Tracy Honeycutt RESIGNED 6/8/22 5575 Lockridge Rd Fayetteville, NC 28311 322-8275/323-4191 thoneycutt@mccog.org	3/22	2nd	Mar/24 3/31/24	No
Reva McNair 1514 Deanscroft Pl Fayetteville, NC 28314 910-864-5217 jhluvsrg@hotmail.com	5/21	2nd	Jan/23 1/31/23	No
Renata Simmons (B/F) 1502 Diplomat Drive Fayetteville, NC 28304 910-627-1332 SIMMONSRENATA02@GMAIL.COM	3/22	1st	Mar/24 3/31/24	Yes

Contact: Belinda Jackson– Senior Citizens Center Director – Phone: 433-1574

(Interoffice – Parks and Recreation) belindajackson@fayettevillenc.gov

Regular Meetings: 2nd Tuesday of each month at 2:30 PM
FCPR Senior Center, Large Program Room
739 Blue Street, Fayetteville, NC



CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF APRIL 17, 2023

TO: BOARD OF COUNTY COMMISSIONERS

FROM: ANDREA TEBBE, CLERK TO THE BOARD

DATE: 4/17/2023

**SUBJECT: LOCAL EMERGENCY PLANNING COMMITTEE- CHAIR AND VICE
CHAIR APPOINTMENTS**

BACKGROUND

The Local Emergency Planning Committee has voted to reaffirm Garry Crumpler to continue serving as Vice Chairperson and voted in favor of David Richtmeyer to serve as Chairperson.

The LEPC has requested these changes be presented to the Board of Commissioners for consideration and approval.

RECOMMENDATION / PROPOSED ACTION

Approve the individuals for Chair and Vice Chair positions.



ENGINEERING AND INFRASTRUCTURE DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF APRIL 17, 2023

TO: BOARD OF COUNTY COMMISSIONERS

FROM: AMANDA L. BADER, PE, GENERAL MANAGER FOR NATURAL RESOURCES

DATE: 4/3/2023

SUBJECT: RESOLUTION FOR FUNDING ASSISTANCE FOR THE GRAY'S CREEK WATER AND SEWER DISTRICT

BACKGROUND

The Cumberland County Public Utilities Department and General Manager for Natural Resources have identified the need for additional funding to serve this area and may be eligible for funding through the North Carolina Department of Environmental Quality's Division of Water Infrastructure funding programs for a water supply well development, treatment and distribution lines to this area that is dealing with emerging contaminants in their private wells. There are two funding rounds, one in the spring and one in the fall. Applications are due May 1, 2023, for the spring funding round. A resolution by the local government is required as part of the application process for funding assistance.

RECOMMENDATION / PROPOSED ACTION

At the April 11, 2023 Agenda Session meeting, the Board of Commissioners approved placing the proposed action below as a Consent Item on the April 17, 2023 Board of Commissioners meeting agenda and the Gray's Creek Water and Sewer District Governing Board Agenda as a Consent Item:

1. Adopt the attached resolution allowing the department to move forward with the application for funding.

ATTACHMENTS:

Description

Funding Application Resolution

Type

Backup Material

RESOLUTION BY GOVERNING BODY OF APPLICANT

WHEREAS, The residents of Cumberland County need safe and reliable drinking water.

WHEREAS, The Gray's Creek Water and Sewer District (Cumberland County) has need for and intends to construct, plan for, or conduct a study for a project described as:

Gray's Creek water supply well development, treatment, and associated distribution lines, and;

WHEREAS, The Gray's Creek Water and Sewer District intends to request State loan and/or grant assistance for the project.

NOW THEREFORE BE IT RESOLVED, BY THE GOVERNING BOARD OF THE GRAY'S CREEK WATER AND SEWER DISTRICT:

That Gray's Creek Water and Sewer District, the **Applicant**, will arrange funding for all remaining costs of the project, if approved for a State loan and/or grant award.

That the **Applicant** will provide for efficient operation and maintenance of the project upon completion of construction thereof.

That the **Applicant** will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available resources which will provide adequate funds for proper operation, maintenance, and administration of the system and the repayment of all principal and interest on the debt.

That the governing body of the **Applicant** agrees to include in the loan agreement a provision authorizing the State Treasurer, upon failure of the Gray's Creek Water and Sewer District to make a scheduled repayment of the loan, to withhold from the Gray's Creek Water and Sewer District any State funds that would otherwise be distributed to the local government unit in an amount sufficient to pay all sums then due and payable to the State as a repayment of the loan.

That Clarence Grier, County Manager, the **Authorized Representative** and successors so titled, is hereby authorized to execute and file an application on behalf of the **Applicant** with the State of North Carolina for a loan and/or grant to aid in the study of or construction of the project described above.

That the **Authorized Representative**, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

That the **Applicant** has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, ordinances, and funding conditions applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted this the 17th day April 2023 at 117 Dick Street in Fayetteville, North Carolina.

Gray's Creek Water and Sewer District

By: _____
Toni Stewart, Chairwoman
Gray's Creek Water & Sewer District
Governing Board

Attest:

Andrea Tebbe, Clerk to the Gray's Creek
Water & Sewer District Governing Board

FORM FOR CERTIFICATION BY THE RECORDING OFFICER

The undersigned duly qualified and acting Clerk to the Board of Commissioners for Cumberland County, North Carolina, does hereby certify: That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally convened meeting of the Board of Commissioners of Cumberland County acting as the governing body of the Gray's Creek Water and Sewer District duly held on the 17th day of April 2023; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 20____.

(Signature of Recording Officer)

Clerk to the Board