AGENDA
CUMBERLAND COUNTY BOARD OF COMMISSIONERS
JUDGE E. MAURICE BRASSWELL
CUMBERLAND COUNTY COURTHOUSE- ROOM 118
DECEMBER 18, 2023
6:45 PM

INVOCATION - Commissioner Jeannette Council

PLEDGE OF ALLEGIANCE -

PUBLIC COMMENT PERIOD

1. APPROVAL OF AGENDA

2. PRESENTATIONS

   A. Library Community Navigator Update

   B. Fiscal Year 2023 Audit Results and Consideration of Budget Ordinance Amendment #B240331

3. CONSENT AGENDA

   A. Approval of Contract Amendments for Temporary Employment Services with Belflex Staffing Network, LLC, Manpowergroup US, Inc. and the Mega Force Staffing Group, Inc.

   B. Approval of Interlocal Agreement for Funding Historic Orange Street School Restoration Project

   C. Approval of Contract for Crown Coliseum Elevator Modernization

   D. Proof of Publication for Closure of a Portion of King Road (Formerly SR 4089)

   E. Approval of the Selection of Outside Counsel for Litigation

   F. Approval of Sale of Surplus Real Property Located At 237 S. Windsor Drive, Fayetteville

   G. Approval of Sale of Surplus Real Property Located At 2318 Slater Avenue, Fayetteville

   H. Acceptance of Offer to Purchase Surplus Properties Located at 217 and 219 Preston Avenue, Fayetteville

   I. Acceptance of Offer to Purchase Surplus Property Located Off Scott Avenue, Fayetteville

   J. Acceptance of Offer to Purchase Surplus Property Located at 119 Laraine Street, Fayetteville

   K. Approval of Budget Ordinance Amendments for the December 18, 2023 Board of Commissioners' Agenda

   L. Approval of Cumberland County Board of Commissioners Agenda Session Items

1. Amendment to Contract to Audit Accounts
2. Request for Qualifications (RFQ) for Professional Design Services for Cumberland County Public Water Systems
3. Department of Social Services Lease Renewal for Family Visitation Center
4. NC Cooperative Extension Memorandum of Agreement
5. Changes to the Cumberland County Voluntary Agricultural District Ordinance and Farm Advisory Board Bylaws

4. PUBLIC HEARINGS

A. Consideration of Text Amendment to Expand Jurisdiction of the Minimum Housing and Nonresidential Building Code

Rezoning Cases

B. Case ZON-23-0026

C. Case ZON-23-0027

D. Case ZON-23-0028

5. ITEMS OF BUSINESS **There are no Items of Business for this Meeting**

6. NOMINATIONS

A. Mid-Carolina Aging Advisory Council (1 Vacancy)

B. Civic Center Commission (2 Vacancies)

7. APPOINTMENTS ** There are no Appointments for this Meeting**

8. CLOSED SESSION

A. Personnel Matter(s) Pursuant to NCGS 143-318.11(a)(6)

ADJOURN

REGULAR BOARD MEETINGS:

January 2, 2024 (Tuesday) 9:00 AM
January 16, 2024 (Tuesday) 6:45 PM
February 5, 2024 (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

PUBLIC LIBRARY AND INFORMATION CENTER

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF DECEMBER 18, 2023

TO: **BOARD OF COUNTY COMMISSIONERS**

FROM: **LIBRARY DIRECTOR FAITH PHILLIPS**

DATE: **12/6/2023**

SUBJECT: LIBRARY COMMUNITY NAVIGATOR UPDATE

BACKGROUND

The Library Director and Community Navigator will be providing an update regarding the background, purpose and future goals of the Community Navigator position with the Cumberland County Public Library.

RECOMMENDATION / PROPOSED ACTION

For informational purposes only.

ATTACHMENTS:

Description	Type
Community Navigator Update Presentation	Backup Material

Community Navigator Update
Cumberland County Public Library

Faith B. Phillips, Library Director

Ray Santini, Community Navigator

December 18, 2023

CUMBERLAND COUNTY PUBLIC LIBRARY

CUMBERLAND COUNTY NORTH CAROLINA

Background

- Community Needs Assessment 2019-2020
- Similar positions in libraries across the country
- Repurpose of existing positions

Purpose

- Respond to needs in our libraries
  - Homelessness, mental health, substance abuse
- Connect community members to services
- Create partnerships to improve access

Future Goals

- Office hours at rotation of locations
- Increased training
- Connection to resources
- Assessment of program
- Progress reported back at regular intervals

Questions?

Thank you!

CUMBERLAND COUNTY PUBLIC LIBRARY

CUMBERLAND COUNTY NORTH CAROLINA

FINANCE DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF DECEMBER 18, 2023

TO: **BOARD OF COUNTY COMMISSIONERS**

FROM: **VICKI EVANS, FINANCE DIRECTOR**

DATE: **12/14/2023**

SUBJECT: **FISCAL YEAR 2023 AUDIT RESULTS AND CONSIDERATION OF BUDGET ORDINANCE AMENDMENT #B240331**

BACKGROUND

April Adams, CPA and Assurance Partner, with Cherry Bekaert LLP will be presenting the results of the fiscal year 2023 audit. In addition, Vicki Evans, Finance Director, will be presenting results of the general fund to include a request to transfer fund balance totaling $34,600,564 from the general fund to the capital investment fund in accordance with Financial Policies Section 4.4.3.

To electronically access the fiscal year 2023 Annual Comprehensive Financial Report as well as reports from previous fiscal years, go to cumberlandcountync.gov/finance.

RECOMMENDATION / PROPOSED ACTION

The Board is requested to approve Budget Ordinance Amendment #B240331 which transfers $34,600,564 in fund balance from the general fund to the capital investment fund in accordance with Financial Policies Section 4.4.3.

ATTACHMENTS:

Description	Type
Cherry Bekaert Presentation	Backup Material
General Fund Presentation	Backup Material

CUMBERLAND COUNTY

Audit Executive Summary

December 18, 2023

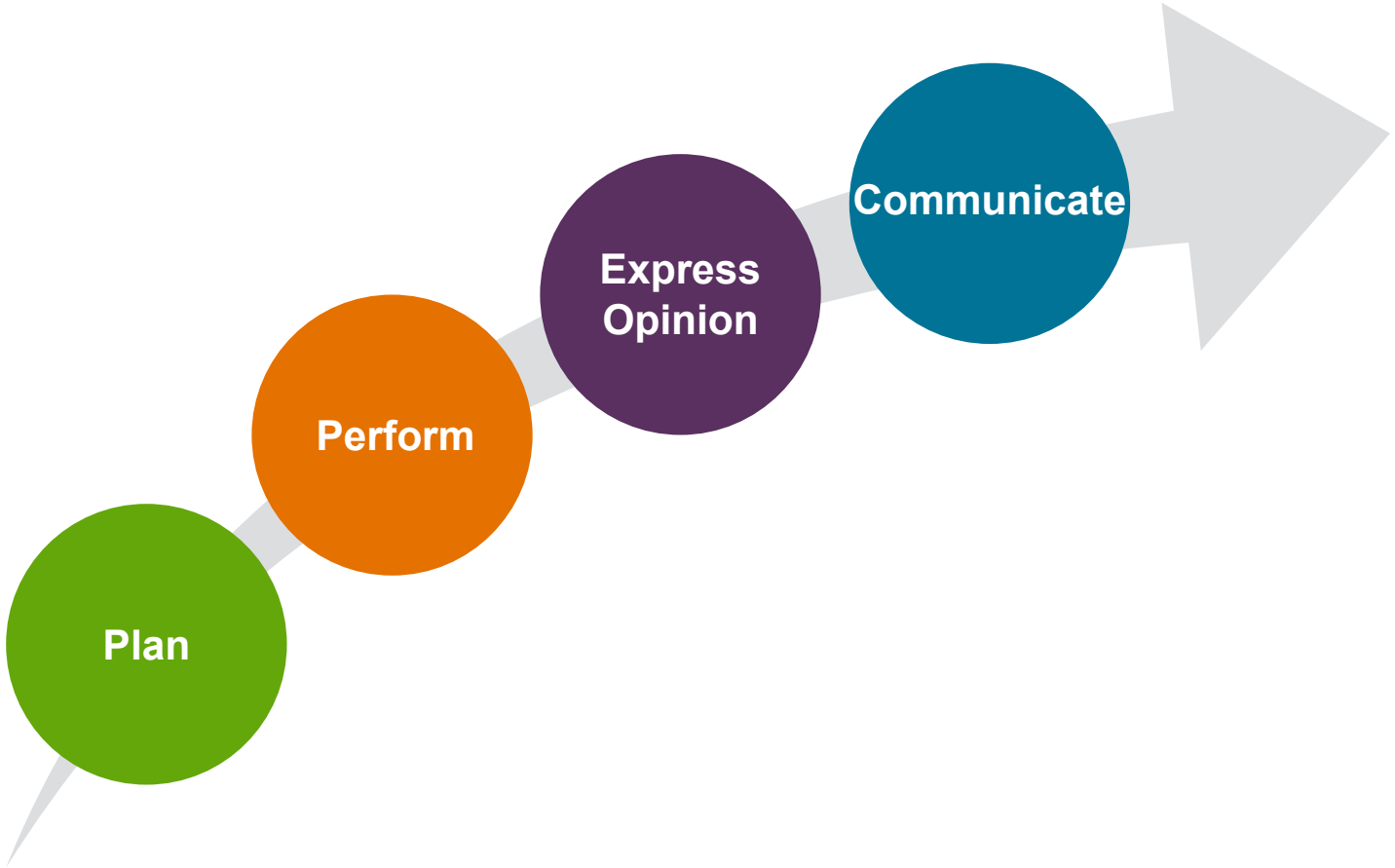
Cherry Bekaert LLP

Your Guide Forward

Results of the Financial Statement Audit

We have audited the financial statements of Cumberland County, North Carolina (the “County”) for the year ended June 30, 2023, and we have issued our report thereon dated December 1, 2023.

We have issued unmodified opinions on the financial statements.



Major Programs Tested for Single Audit

Federal Major Programs

- Coronavirus State and Local Fiscal Recovery Funds (ARPA)
- Emergency Rental Assistance Program
- Supplemental Nutrition Assistance Program
- Foster Care/Adoption Assistance
- Medicaid

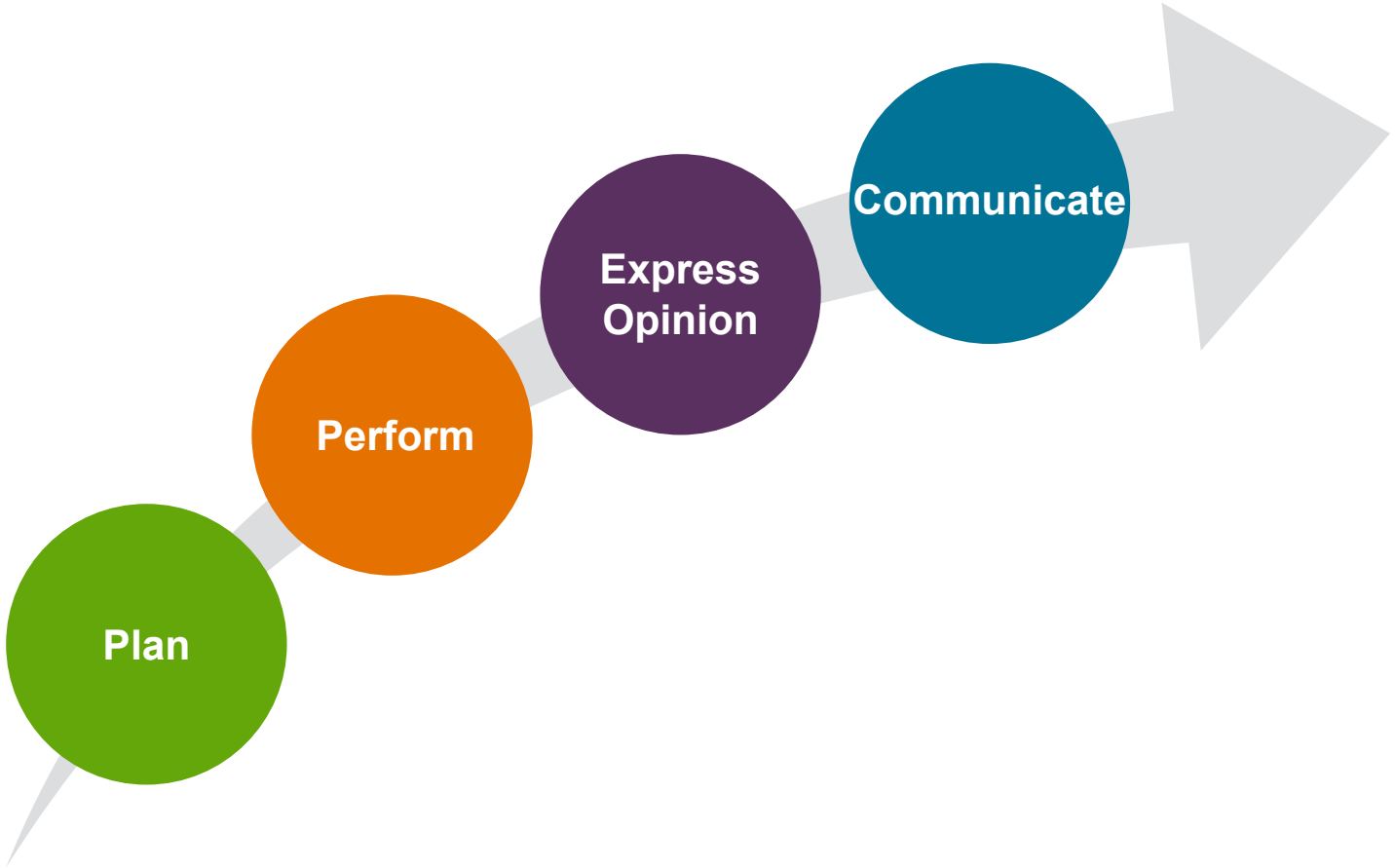
State Major Programs

- DSS Crosscutting
- Public School Board Capital Funds (Lottery)
- State Foster Care & Guardianship Associated Benefits
- Title IV-E Maximization Program and State Funds

Results of the Single Audit

We have also audited the County's compliance with the types of compliance requirements described in the OMB Compliance Supplement and the Audit Manual for Governmental Auditors in North Carolina that could have a direct and material effect on each of the County's major federal and state programs for the year ended June 30, 2023.

We have issued unmodified opinions on compliance required by the Uniform Guidance and North Carolina State Single Audit Implementation Act.



Single Audit Findings

Finding 2023 – 002:
State Foster Care Benefits Program
Nonmaterial Noncompliance over Eligibility

One instance out of the 40 case files tested in which the child was correctly determined eligible for the State Foster Care Benefits Program but the next day became eligible for the Title IV-E program. Program funding source was not updated for the change in eligibility at that point in time. The County has already started the recoupment process with the State to request funding from the proper funding source which will result more funds from the Federal program than reimbursed by the state funding source.

Status of Prior Year Findings

Prior year findings

2022 – 001 – Corrected.

2022 – 002 – Corrected.

Internal Control Communication

In planning and performing our audit, we considered internal control over financial reporting ("internal control") as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements and on compliance with Uniform Guidance and the State Single Audit Implementation Act, but not for the purpose of expressing an opinion on the effectiveness of the County's internal control. Accordingly, we do not express an opinion on the effectiveness of the County's internal control.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and, therefore, material weaknesses or significant deficiencies may exist that were not identified. In addition, because of inherent limitations in internal control, including the possibility of management override of controls, misstatements due to error or fraud may occur and not be detected by such controls.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis.

Internal Control Communication

Material Weakness

- A material weakness is a deficiency, or a combination of deficiencies in internal control, such that there is a reasonable possibility that a material misstatement of the County's financial statements will not be prevented, or detected and corrected, on a timely basis.

Significant Deficiency

- A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

We did not note any material weaknesses. We did note one significant deficiency.

Internal Control Communication

Significant Deficiency

Related to the preparation of the Schedule of Expenditures of Federal and State Awards. A preliminary version was provided in which is used to determine the major funds that are required to be tested as a part of the single audit. This version was missing programs and had incorrectly reported other programs. Usually, the only adjustments made from the preliminary version to the final version are those related to the amounts reported in the confirmation by the state of DSS programs.

See corrective action plan in the Annual Comprehensive Financial Report (ACFR).

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management.

Corrected Misstatements

- None noted.

Uncorrected Misstatements

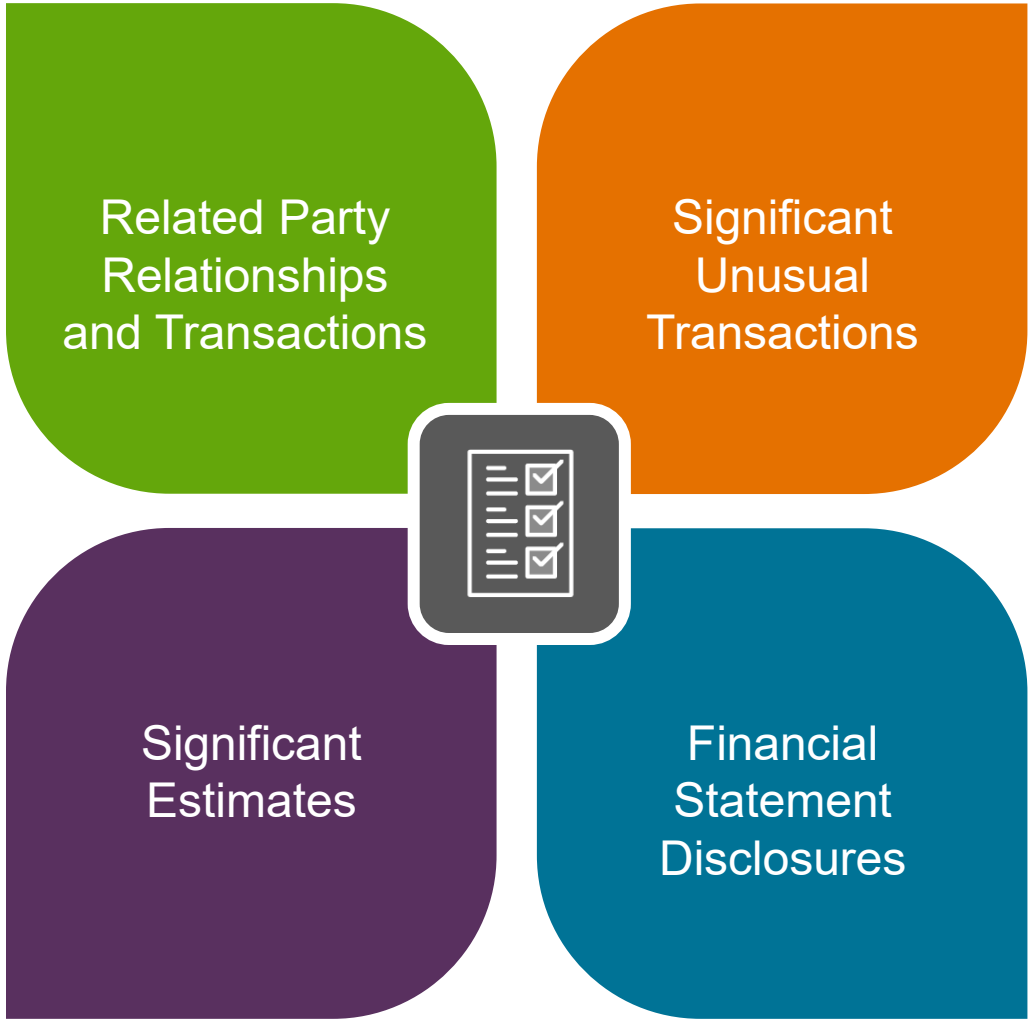
- None noted.

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the County are described in Note 1 to the financial statements.

The County adopted GASB 96, *Subscription-Based Information Technology Arrangements (Subscriptions)*, effective July 1, 2022. Most prominent among the changes in the standard is the recognition of the right-of-use subscription asset and a corresponding subscription liability.

We noted no inappropriate accounting policies or practices.



Independence Considerations

Nonattest Services

- Our firm prepared the financial statements.
- Our firm prepares the data collection form.
- For all nonattest services we perform, 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, and accept overall responsibility for the results of the services.

Independence Conclusion

- We are not aware of any other circumstances or relationships that create threats to auditor independence.
- We are independent of the County and have met our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits.

Other Required Communications

Difficulties Encountered

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Disagreements with Management

Includes disagreements on a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report.

We are pleased to report that no such disagreements arose during the course of our audit.

Auditor Consultations

We noted no matters that are difficult or contentious for which the auditor consulted outside the engagement team.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated December 1, 2023.

Other Required Communications

Management Consultations

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations.

To our knowledge, there were no such consultations with other accountants.

Other Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year.

These discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Fraud and Illegal Acts

As of the date of this presentation no fraud, illegal acts, or violations of laws and regulations noted.

Going Concern

No events or conditions noted that indicate substantial doubt about the entity's ability to continue as a going concern.

LGC Performance Indicators

Audit Report –

Two financial performance indicator of concern noted.

Audit was not submitted within five (5) months from fiscal year-end

Significant Deficiency – Financial reporting (SEFSA)

Requires Response to Local Government Commission (within 60 days)

Other financial indicators of concern that they evaluate:

- ✓ Fund balance of General Fund was positive
- ✓ Budgeted tax levy for the General Fund had less then 3% uncollected
- ✓ Effective pre-audit process to avoid pervasive budget violations
- ✓ No late debt service payments or debt covenant compliance issues
- ✓ No statutory violation within Annual Comprehensive Financial Report

Questions

Contacts

April Adams, CPA
Audit Partner
aadams@cbh.com
919-782-1040

Linda Suggs, CPA
Senior Manager
lsuggs@cbh.com

About Cherry Bekaert LLP
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CBH.com

Cherry Bekaert LLP
Your Guide Forward

FY2023 GENERAL FUND RESULTS

December 18, 2023

Vicki Evans, Finance Director &
General Manager of Financial Services

CUMBERLAND COUNTY
NORTH CAROLINA

FY2023 GENERAL FUND COMBINED* FUND BALANCE

FY2023 Total Expenditures	$	319,905,079
Unassigned Fund Balance as a Percengage of FY2023 Expenditures		31.53%

Nonspendable		
Inventories	$	211,532
Leases		7,286
Restricted		
Stabilization by State Statute		42,111,209
Register of Deeds		988,560
Public health		8,438,671
County school capital		19,767,100
Committed		
Tax revaluation		2,500,000
Capital Investment Fund		147,253,777
Assigned		
Subsequent year's expenditures		6,454,775
Economic development incentives		2,000,000
Unassigned		100,863,651
Total fund balance	$	330,596,561

* General Fund Combined Fund Balance consists of the:

- General operating fund balance
- School capital fund balance
- Capital investment fund balance

CUMBERLAND COUNTY
NORTH CAROLINA

Fund Balance Policy: Transfer

4.4.2: The County will maintain a General Fund unassigned fund balance between 12-15% of annual expenditures…

4.4.3: Any General Fund unassigned fund balance that exceeds 15% (minus adjustments for the current year general fund balance reappropriations or other allocations of general fund balance previously approved by the Board of Commissioners to be set aside) shall be transferred to the Capital Investment Fund to support future capital projects or debt service, authorized through an approved budget ordinance amendment after the annual financial audit presentation to the Board of Commissioners.

CUMBERLAND COUNTY
NORTH CAROLINA

Fund Balance Policy: Transfer (continued)

FY2023 General Fund Expenditures	$	319,905,079
times 15% per policy		15%
15% of GF Expenditures		47,985,762
FY2023 General Fund Unassigned Fund Balance	$	100,863,651
minus 15% amount requirement		(47,985,762)
Fund balance amount above 15%	**$**	**52,877,890**
Adjustments:		
minus FY2024 fund balance re-appropriations & ARP freed up capacity remaining		(18,277,326)
FY2024 Proposed fund balance transfer amount to the Capital Investment Fund (BR240331)	**$**	**34,600,564**

CUMBERLAND COUNTY
NORTH CAROLINA

Questions

CUMBERLAND COUNTY
NORTH CAROLINA

CUMBERLAND
COUNTY
NORTH CAROLINA

FINANCE DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF DECEMBER 18, 2023

TO: **BOARD OF COUNTY COMMISSIONERS**

FROM: **JESSICA HULLENDER, FINANCE ACCOUNTANT II**

DATE: **11/22/2023**

SUBJECT: **APPROVAL OF CONTRACT AMENDMENTS FOR TEMPORARY EMPLOYMENT SERVICES WITH BELFLEX STAFFING NETWORK, LLC, MANPOWERGROUP US, INC. AND THE MEGA FORCE STAFFING GROUP, INC.**

BACKGROUND

Contracts with Belflex Staffing Network, LLC, Manpowergroup US, Inc., and the Mega Force Staffing Group, Inc. were executed in fiscal year 2020 as the result of a formal Request for Proposal (RFP) #19-9-CTY that was conducted for temporary employment services for various County departments and divisions on an as needed basis. The original contract term was through June 30, 2021 with the option to renew for two additional one year terms. This contract amendment is to extend the contract through April 30, 2024. Staff will be issuing a new RFP during the winter. The RFP will incorporate changes made to positions as a result of the recent classification and compensation study.

RECOMMENDATION / PROPOSED ACTION

Finance and Purchasing staff recommend that the Board of Commissioners approve the contract amendments with Belflex Staffing Network, LLC, Manpowergroup US, Inc., and the Mega Force Staffing Group, Inc. to extend the contract terms through April 30, 2024.

ATTACHMENTS:

Description	Type
Belflex Staffing Network, LLC Contract Amendment	Backup Material
Manpowergroup US, Inc. Contract Amendment	Backup Material
The Mega Force Staffing Group, Inc. Contract Amendment	Backup Material

STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND

AMENDMENT #4 TO
SERVICE CONTRACT 2020057

This amendment to the service contract dated July 1, 2019 by and between Belflex Staffing Network, LLC ("CONTRACTOR") and County of Cumberland ("COUNTY").

WHEREAS, the CONTRACTOR and the COUNTY agree as follows:

1. Effective December 31, 2023 the COUNTY and the CONTRACTOR mutually agree to extend the aforementioned contract through April 30, 2024.

2. Except as specifically amended herein, all other terms and provisions of the service contract shall remain in full force and effect.

IN AGREEMENT hereto, the parties intending to be bound hereby have authorized the affixing of their signatures and seals by their duly authorized officers on their behalf and as their respective acts.

This the 21st day of November 2023.

CONTRACTOR SIGNATURES

Belflex Staffing Network, LLC

Christine Adams
Authorized Signature

VP Risk + Compliance
Title

COUNTY OF CUMBERLAND SIGNATURES

Glenn Adams, Board Chairman

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: _____
County Attorney's Office

DocuSign Envelope ID: 8B88DB05-0F7C-461A-9092-FA392E7283D6

STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND

AMENDMENT #5 TO
SERVICE CONTRACT 2020088/2023470

This amendment to the service contract dated July 1, 2019 by and between ManpowerGroup US Inc ("CONTRACTOR") and County of Cumberland ("COUNTY").

WHEREAS, the CONTRACTOR and the COUNTY agree as follows:

1. Effective December 31, 2023 the COUNTY and the CONTRACTOR mutually agree to extend the aforementioned contract through April 30, 2024.

2. Except as specifically amended herein, all other terms and provisions of the service contract shall remain in full force and effect.

IN AGREEMENT hereto, the parties intending to be bound hereby have authorized the affixing of their signatures and seals by their duly authorized officers on their behalf and as their respective acts.

This the 21st day of November 2023.

CONTRACTOR SIGNATURES

ManpowerGroup US Inc

DocuSigned by:
Wayne Crowley
674AFD423805405...

Authorized Signature

SVP Manpower

Title

COUNTY OF CUMBERLAND SIGNATURES

BY: _____

Glenn Adams, Board Chairman

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

BY: Vicki Evans
County Finance Director

Approved for Legal Sufficiency upon formal execution by all parties

BY: Vicky L Moseley
County Attorney's Office

STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND

AMENDMENT #4 TO
SERVICE CONTRACT 2020056

This amendment to the service contract dated July 1, 2019 by and between The Mega Force Staffing Group, Inc. ("CONTRACTOR") and County of Cumberland ("COUNTY").

WHEREAS, the CONTRACTOR and the COUNTY agree as follows:

1. Effective December 31, 2023 the COUNTY and the CONTRACTOR mutually agree to extend the aforementioned contract through April 30, 2024.

2. Except as specifically amended herein, all other terms and provisions of the service contract shall remain in full force and effect.

IN AGREEMENT hereto, the parties intending to be bound hereby have authorized the affixing of their signatures and seals by their duly authorized officers on their behalf and as their respective acts.

This the 8 day of November 2023.

CONTRACTOR SIGNATURES

The Mega Force Staffing Group, Inc.

Karen G Cobb
Authorized Signature

Regional Operations Manager
Title

COUNTY OF CUMBERLAND SIGNATURES

Glenn Adams, Board Chairman

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: Rodney J Moxley
County Attorney's Office

OFFICE OF THE COUNTY ATTORNEY

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF DECEMBER 18, 2023

TO: **BOARD OF COUNTY COMMISSIONERS**

FROM: **COUNTY MANAGER AND COUNTY ATTORNEY**

DATE: **12/14/2023**

SUBJECT: **APPROVAL OF INTERLOCAL AGREEMENT FOR FUNDING HISTORIC ORANGE STREET SCHOOL RESTORATION PROJECT**

BACKGROUND

At its meeting March 20, 2023, the board of commissioners approved a funding request from Fayetteville Cumberland County Parks and Recreation for $350,000 to purchase furniture, fixtures, and equipment for the Historic Orange Street School restoration project. The attached interlocal agreement with the City of Fayetteville establishes the terms for funding the project.

RECOMMENDATION / PROPOSED ACTION

The county manager and county attorney recommend the board approve the interlocal agreement to be forwarded to the city for the city's approval.

ATTACHMENTS:

Description	Type
Interlocal Agreement for Orange St School Project	Backup Material
Orange St School FFE	Backup Material

STATE OF NORTH CAROLINA

INTERLOCAL AGREEMENT

COUNTY OF CUMBERLAND

THIS INTERLOCAL AGREEMENT, is made and entered into on the last day the governing board of either party approves it (the "Effective Date"), by and between the City of Fayetteville, a North Carolina municipal corporation organized and existing under the laws of the State of North Carolina (hereinafter "City"), and Cumberland County, a body corporate and politic existing under the laws of the State of North Carolina (hereinafter "County"). Collectively, City and County are the "Parties."

WITNESSETH:

WHEREAS, Part 1 of Article 20 of Chapter 160A of the North Carolina General Statutes authorizes cities and counties to enter into interlocal agreements in order to execute any undertaking on behalf of one another; and

WHEREAS, the Orange Street School (hereinafter called the "School") was one of the first two publicly funded schools for African-American children in Fayetteville, North Carolina, and is listed on the National Register of Historic Places; and

WHEREAS, City and County have a vested interest in the preservation of historical structures within Cumberland County and the City of Fayetteville and promoting the history of such structures; and

WHEREAS, the Parties wish to use the School for public recreational purposes and for the coordination of cultural arts and educational programming (the "Project); and

WHEREAS, the Parties agree that the funds used herein constitute additional funding by County to be utilized outside of the County's Parks and Recreation District.

WHEREAS**,** County has agreed to provide the funding appropriated by its governing board for the Project to City for this purpose.

NOW, THEREFORE, pursuant to Article 20 of Chapter 160A of the North Carolina General Statutes, and in consideration of the respective rights, powers, duties, and obligations hereinafter set forth, City and County agree as follows:

1. **Purpose:** The purpose of this agreement is to establish the terms by which County will provide funding for the Project to City. The Project, as approved by County's governing board, consists of purchasing and installing the equipment and supplies set forth in the attached Orange Street School FFE Cost Breakdown to be used for youth, cultural arts, and community programming that will be held at the Historic Orange Street School in the City of Fayetteville. These arts and technology focused programs are designed for community youth interested in additional opportunities outside of the school environment and shall be available to all county youth. The Project will allow for the continuation and development of additional programming primarily serving disadvantaged youth.

2. **Duration:** This agreement shall become effective on the Effective Date and shall continue until the Project is completed.

3. **No Joint Agency Established:** This agreement shall not create any joint agency between the Parties. The Project shall be undertaken by City to purchase and install the equipment and supplies at the Historic Orange Street School and to maintain the equipment and supplies for its useful life.

If litigation is brought against City or County because of this agreement, each shall have sole discretion to determine its participation in the litigation, if any, and be responsible for its own costs and attorney's fees.

4. **No Appointment of Personnel:** This agreement shall not require the Parties to appoint any additional personnel to undertake the Project. City shall undertake the Project solely in accordance with its usual personnel and business practices.

5. **Financial Support for the Project:** County shall provide City $350,000 in funding for the Project. City shall account for the purchase of equipment and supplies with County's funds. City shall refund County any funds not expended on the Project within 180 days from the Effective Date.

6. **Ownership of the Project:** At all times, the equipment and supplies purchased with County's funds shall continue to be owned solely by County. The Project does not require the acquisition of any real property.

7. **Amendment.** This agreement may only be amended by the mutual agreement of the Parties with a written document approved by the Parties' governing boards and entered into the minutes of the meetings at which it is approved.

8. **State Auditor Access to Persons and Records:** Pursuant to N.C.G.S. § 147-64.7(a)(4), the Parties agree that the State Auditor and the State Auditor's authorized representatives shall have ready access to persons and may examine and copy all books, records, reports, vouchers, correspondence, files, personnel files, investments, and any other documentation of or derived from or under this agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this agreement in accordance with the actions taken by their respective governing boards on the dates of the meetings at which such action was ratified by resolution of the governing board of each unit spread upon its minutes.

This interlocal agreement was approved by the Fayetteville City Council _____, 2023.

CITY OF FAYETTEVILLE

By: _____
Douglas J. Hewett, City Manager

ATTEST:

_____
Pamela J. Megill, City Clerk

Approved for legal sufficiency:

_____
City Attorney

This interlocal agreement was approved by the Cumberland County Board of Commissioners _____, 2023.

CUMBERLAND COUNTY

By: _____
Clarence Grier, County Manager

ATTEST:

_____
Andrea Tebbe, County Clerk

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

_____
County Finance Director

Approved for legal sufficiency:

_____
Rickey L. Moorefield, County Attorney

Orange Street School
FFE Cost Breakdown

Item	Quanitity	Estimated Unit Cost	Estimated Total Cost
60 Inch Round Tables	20	$400	$8,000
Table Dollies	3	$450	$1,350
Banquet Chairs	120	$100	$12,000
Chair Dollies	10	$100	$1,000
Table Clothes 90"	20	$75	$1,500
Coat Rack	1	$200	$200
Smart Television	3	$2,000	$6,000
Office Desks	4	$1,500	$6,000
Office Chair	4	$400	$1,600
Office Sofa	2	$2,000	$4,000
Office File Cabinets	4	$500	$2,000
Additional Office Furniture	1	$2,500	$2,500
Glass Display Curio	4	$2,500	$10,000
3D Printer/Scanner	1	$5,000	$5,000
Portable Smartboard	2	$5,000	$10,000
Desktop Computers	12	$1,000	$12,000
Laptop Computers	16	$1,000	$16,000
Printers	2	$3,000	$6,000
Wifi Mesh System	1	$10,000	$10,000
Security System & Cameras	1	$25,000	$25,000
Rolling Storage Cabinets	3	$1,200	$3,600
Partition Boards	3	$5,000	$15,000
Wood blinds w/ Cornices	20	$100	$2,000
File Cabinets	2	$1,800	$3,600
Stove	1	$6,000	$6,000
Refrigerator	1	$3,500	$3,500
Freezer	1	$4,500	$4,500
Dish Washer	1	$2,500	$2,500
Ice Machine	1	$6,000	$6,000
Metal Picnic Table	6	$1,200	$7,200
Industrial Metal Shelving	5	$1,000	$5,000
Athletic Equipment	1	$2,500	$2,500
Board Games & Activities	1	$2,500	$2,500
Craft Supplies	1	$2,500	$2,500
Recording Studio Equipment	1	$139,000	$139,000
		FFE Total	**$345,550**

ENGINEERING AND INFRASTRUCTURE DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF DECEMBER 18, 2023

TO: **BOARD OF COUNTY COMMISSIONERS**

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

DATE: **12/11/2023**

SUBJECT: **APPROVAL OF CONTRACT FOR CROWN COLISEUM ELEVATOR MODERNIZATION**

BACKGROUND

On September 18, 2023, the Cumberland County Board of Commissioners approved the bid award for the modernization of the Crown Coliseum elevators to CMC Building, Incorporated, with a lowest responsive, responsible bid of $522,870.

The scope consists of labor and materials for the modernization of two elevators at the Crown Coliseum. This includes the cars, controls, operating panels, cabling and hydraulics. The work is to be completed 270 days after the Notice to Proceed is issued to the contractor. This project will be executed in two phases and each elevator is estimated to take up to 128 days. Elevator 1 is estimated to be completed by June 12, 2024, and Elevator 2 by September 13, 2024.

The project was initially funded in the Fiscal Year 2023 Crown Coliseum budget appropriation but has not been completed due to the need to work around scheduling at the Crown Complex. The contract has been reviewed for preaudit and legal sufficiency.

RECOMMENDATION / PROPOSED ACTION

Staff recommends approval of the contract for the Crown Coliseum Elevator Modernization with CMC Building, Incorporated.

ATTACHMENTS:

Description	Type

CONTRACT

THIS CONTRACT, made the **25th** day of **August, 2023** between the County of Cumberland, a body politic and a subdivision of the State of North Carolina, hereinafter referred to as COUNTY, and **CMC Building Inc.**, a business located at **5670 Old Lake Road, Bolton NC 28423** hereinafter referred to as CONTRACTOR.

WITNESSETH:

THAT WHEREAS, a contract for **CUMBERLAND COUNTY CROWN COLISEUM ELEVATOR MODERNIZATIONS** has recently been awarded to CONTRACTOR by the COUNTY, at and for a sum of: FIVE HUNDRED TWENTY-TWO THOUSAND, EIGHT HUNDRED SEVENTY DOLLARS AND NO CENTS (**$522,870.00**) as shown in the Proposal attached hereto:

AND WHEREAS, it is provided in said award that a formal contract would be executed by and between CONTRACTOR and the COUNTY, evidencing the terms of said award, and that CONTRACTOR would commence the work to be performed under this agreement on a date to be specified in a written order by the COUNTY, and would fully complete all work within **270 calendar days** from the date the Notice to Proceed is issued, unless sooner terminated or extended by mutual agreement. The COUNTY may terminate this Agreement prior to the expiration of the above stated period if in the judgment of the COUNTY,

The CONTRACTOR has completed all services required.

The CONTRACTOR failed or neglected to furnish or perform the necessary services to the reasonable satisfaction of the COUNTY.

The COUNTY shall have given the CONTRACTOR seven (7) days written notice of the COUNTY's intent to terminate this Agreement. The COUNTY will make all payments due the CONTRACTOR for services rendered and/or expenses actually incurred up to and including the date of such notice of termination.

NOW, THEREFORE, CONTRACTOR doth hereby covenant and agree with the COUNTY that it will well and faithfully perform and execute such work and furnish such labor, materials, equipment, apparatus, and supplies, in accordance with each and every one of the conditions, covenants, stipulations, terms, and provisions contained in said Specifications and in accordance with the Plans, at and for a sum named therefore in the Proposal attached hereto, and will well and faithfully comply with and perform each and every obligation imposed upon it by said Plans and Specifications and the terms of said award.

CONTRACTOR shall promptly make payments to all persons supplying materials in the prosecution of the work, and to all laborers and others employed thereon.

CONTRACTOR shall be responsible for all damages to the property of Cumberland County and other utilities that may be consequent upon the normal procedure of its work or that may be caused by or result from the negligence of the CONTRACTOR, its employees or agents, during the progress of or connected with the prosecution of the work, whether within the limits of the work or elsewhere. CONTRACTOR must restore all property so injured to a condition as good as it was when CONTRACTOR entered upon the work.

CONTRACTOR shall furthermore be responsible for and required to make good at its expense any and all damages of whatever nature to persons or property, arising during the period of the Contract, caused by carelessness, neglect, or want of due precaution on the part of the CONTRACTOR, its agents, employees or workmen. CONTRACTOR shall also indemnify and save harmless the COUNTY, and the officers and agents thereof from all claims, suits, and proceedings of every name and description which may be brought against the COUNTY, or the officers and agents thereof, for or on account of any injuries or damages to persons or property received or sustained by any person or persons, firm or corporation, or by or in consequence of any materials used in said work or by or on account of any improper material or workmanship in its construction, or by or on account of any accident, or any other act or omission of CONTRACTOR, its agents, employees, servants, or workmen.

It is agreed and understood that the Advertisement for Bids, Instructions To Bidders, the General Conditions, the Specifications, the accepted Proposal, and the enumerated addenda and drawings are parts and parcels of this Contract, to the same extent as if incorporated herein in full.

It is further mutually agreed that, if at any time after the execution of this agreement and if required, the surety bond hereto attached for its faithful performance, the COUNTY shall deem the surety or sureties upon such bond to be unsatisfactory, or if, for any reason, such bond ceases to be adequate to cover the performance of the work, CONTRACTOR shall at its expense, within five days after the receipt of notice from the COUNTY so to do, furnish an additional bond or bonds in such form and amount, and with such surety or sureties as shall be satisfactory to the COUNTY. In such event no further payment to CONTRACTOR shall be deemed to be due under this agreement until new or additional security for the performance of the work shall be furnished in manner and form satisfactory to the COUNTY.

And the COUNTY doth hereby covenant and agree with CONTRACTOR that it will pay to CONTRACTOR, when due and payable under the terms of said Specifications and said award, the above-mentioned sum, and that it will well and faithfully comply with and perform each and every obligation imposed upon it by said Specifications and the terms of said award.

NON-APPROPRIATION CLAUSE: This agreement is subject to and contingent upon appropriation of funds for fiscal years subsequent to FY**24**.

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

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

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

IN TESTIMONY WHEREOF, CONTRACTOR and the COUNTY have duly signed and sealed this Contract.

(Imprint corporate seal below this line)

CMC BUILDING, INC

ATTEST:

Brenel Moore

By: Emma Jacobs

Title: President

CMC BUILDING, INC CORPORATE SEAL BOLTON, NC

ATTEST:

COUNTY OF CUMBERLAND

Glenn B. Adams, Chairman

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

V Evans

County Finance Office

Approved for Legal Sufficiency upon formal execution by all parties

Rickey L Moseley

County Attorney's Office

CUMBERLAND
COUNTY
NORTH CAROLINA

SPECIFICATIONS

For

CUMBERLAND COUNTY
ENGINEERING & INFRASTRUCTURE
DEPARTMENT

CROWN COLISEUM
ELEVATOR MODERNIZATIONS

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ADVERTISEMENT

INVITATION FOR PROPOSALS

FOR

CUMBERLAND COUNTY
ENGINEERING & INFRASTRUCTURE DEPARTMENT

CROWN COLISEUM ELEVATOR MODERNIZATIONS, FAYETTEVILLE, NORTH CAROLINA

Cumberland County
North Carolina

A pre-bid conference will be held at **9:00 AM** on **June 13, 2023,** at the project site, Ticket Office on the north side of Crown Coliseum, 1960 Coliseum Dr, Fayetteville, NC 28306.

Questions must be submitted to the Architect, Russell D. Pearlman (rpearlman@thewootencompany.com) before 5 PM, Friday June 16, 2023. Responses will be provided before 5 PM, Wednesday June 21, 2023.

Pursuant to Section 143-131 of the General Statutes of North Carolina, informal bids are solicited and will be received in the office of the Cumberland County Engineering & Infrastructure Department, Room 214, in the Historic Courthouse located at 130 Gillespie Street, Fayetteville, North Carolina at any time before **1:00 PM** on **June 28, 2023,** and then publicly opened in the office of the Cumberland County Engineering & Infrastructure Department in the Historic Courthouse and read for construction of the proposed:

Proposals must be enclosed in a sealed envelope addressed to Mr. Jermaine M. Walker, Director of Engineering and Infrastructure, 130 Gillespie Street, Room 214, Fayetteville, NC 28301. The outside of the envelope must be marked **"PROPOSAL FOR CROWN COLISEUM ELEVATOR MODERNIZATIONS"** and shall indicate the name, address, telephone number and state license number of the bidder. Proposals must be submitted on the printed form, or exact copies thereof, contained in the Contract Documents.

A bid bond is required for this project.

Performance and Payment Bonds are required.

All Contractors are notified that North Carolina Statutory provisions as to licensing for Contractors will be observed in receiving, reading and awarding of contracts.

Plans and specifications, including Contract Documents, are open to public inspection and available upon request at the Cumberland County Engineering & Infrastructure Department Office, 130 Gillespie Street, Fayetteville, NC.

The County reserves the right to reject any or all proposals. The bidder to whom the contract may be awarded must comply with the requirements of G.S. Section 143-131, as amended.

No bids may be withdrawn after the scheduled closing time for the receipt of proposals for a period of forty-five (45) days.

GENERAL CONDITIONS

A. The "General Conditions" referred to in this and the following section of the specifications is EJCDC "Standard General Conditions of the Construction Contract", EJCDC No. C-700 (2013 Edition) and SHALL BE considered Section II of this specification by reference.

   a. A copy of the "General Conditions" may be examined in the office of the Cumberland County Engineering & Infrastructure Department.

B. Wherein the Supplementary Conditions are in conflict with the "General Conditions" (EJCDC No. C-700 (2013 Edition), the Provisions of the Supplementary Conditions SHALL govern.

C. All work is to be performed by Contractors licensed in their respective fields of competence.

SUPPLEMENTARY GENERAL CONDITIONS

GENERAL

The following Supplements modify, change, delete from or add to the "General Conditions of the Contract of Construction". Where any Article of the General Conditions is modified or any Paragraph, Subparagraph or Clause thereof is modified or deleted by these supplements, the unaltered provisions of that Article, Paragraph, Subparagraph or Clause shall remain in effect.

DEFINITIONS:

A. "Owner" or "County" Cumberland County, North Carolina

B. "Engineer" Cumberland County Engineering & Infrastructure Department

C. "Drawings" All drawings, or reproductions of drawings pertaining to the construction under the Contract.

D. "Work" or "Project" The work shown on the drawings and specified herein.

CONTRACT COMPLETION TIME AND LIQUIDATED DAMAGES:

The time for completion of the work including clean-up, under this contract shall be 270 calendar days from the date specified in a written "Notice to Proceed" to the Contractor(s).

A. Time of the Essence
   a. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
B. Contract Times: Days
   a. The Work will be substantially completed within 263 days after the date when the Contract Times commence to run as provided in the General Conditions, and completed and ready for final payment in accordance with the General Conditions within two consecutive 135 day phases specified below for a total of 270 days after the date when the Contract Times commence to run.
   b. Parts of the Work shall be substantially completed on or before the following Milestone(s):
      i. Milestone 1 Contractor field verification/shop drawings/14 days
      ii. Milestone 2 Engineer reviews and returns submittals/28 days
      iii. Milestone 3 Equipment fabrication and delivery/84 days
      iv. Milestone 4 Elevator shut down (limited to 84 consecutive days)/126 days
      v. Milestone 5 Final Inspection/128 days
      vi. Milestone 6 Complete punch list and final billing/135 days

Liquidated damages in the amount of $500.00 per day for each day in excess of the time allowed will be deducted from the contract amount to be paid to the Contractor(s).

See General Conditions of the Contract, Article 12, regarding construction schedules, delays and extensions of time.

NORTH CAROLINA SALES TAX:

The following procedure shall be followed relative to the North Carolina Sales Tax applicable to this project. Contractors shall comply fully with the requirements outlined hereinafter, in order that the County may recover the amount of the tax permitted under the law.

C. It shall be the Contractor's responsibility to furnish the County documentary evidence showing the materials used and sales tax paid by the Contractor and each of his subcontractors. Such evidence shall be transmitted to the County together with the Contractor's monthly payment request on the form provided by the County.

D. The documentary evidence shall consist of a certified statement, by the Contractor and each of his subcontractors individually showing total purchases of materials from each separate vendor, total sales taxes paid to each vendor, and the county to which the local sales tax was paid. The certified statement must show the invoice number, or numbers, covered and inclusive dates of such invoices.

E. Materials used from Contractor's or subcontractor's warehouse stock shall be shown in a certified statement at warehouse stock prices.

F. The Contractor shall not be required to certify the subcontractor's statements.

G. The documentary evidence to be furnished to the County eligible for sales tax refunds covers sales taxes paid on building materials, supplies, fixtures and equipment which become a part of or annex to buildings or structures being erected, altered or repaired under contracts with governmental units.

H. The Contractor to whom award is made on this project will be required to follow the procedure outlined above. Failure to comply with these requirements will result in delays in payment to the Contractor.

PLANS AND SPECIFICATIONS:

The Engineer will furnish to the Contractor two (2) copies of the Plans and Specifications, and the Contractor shall have available on the site at all times during the prosecution of the work one copy of said Plans and Specifications. This copy shall be accurately marked by the Contractor indicating all approved changes occurring during the construction process and delivered to the Engineer upon completion of the project.

MANUFACTURER'S RECOMMENDATIONS AND CERTIFICATION:

The Contractor shall submit to the Engineer for approval a list of proposed materials, equipment, or products to be incorporated in the work, within (10) days after award of the Contract.

The Contractor shall submit to the Engineer, the manufacturer's recommendations for each material or procedure to be utilized which is required to be in compliance with such recommendations. The Contractor shall have a copy of the manufacturer's instructions available at the construction site at all times and shall follow these instructions unless otherwise directed by the Engineer.

The Contractor shall be responsible at his own expense to provide certification to the Engineer by the manufacturer that all materials used for this project meet project specifications and are in compliance with referenced American Society for Testing Materials (ASTM). Materials or material suppliers shall not be changed after submittal or certifications without written approval by the Engineer. Any changes and re-certification cost shall be at the Contractor's expense and approval.

CONTRACTORS INSURANCE:

The Contractor shall not commence work under this Contract until he has obtained all insurance required below and submitted to the Owner in the form of a Certificate of Liability Insurance naming the *County of Cumberland, P.O. Box 1829, Fayetteville, NC 28302* as the certificate holder, and such insurance has been approved by the Owner; nor shall the Contractor allow any subcontractor to commence work until such insurance has been obtained and approved. If a subcontractor does not take-out insurance in his own name and his principle

Contractor wishes to provide insurance protection for such subcontractor and such subcontractor's employees, a rider must be attached to the principal policy, the Contractor must take out appropriate policies in the name of the subcontractor.

Minimum acceptable coverages are as follows:

Workers Compensation	Statutory
General Liability	$1,000,000
Vehicle Bodily Injury	$300,000 per Occurrence $500,000 Annual Aggregate
Property Damage	$500,000 Annual Aggregate

The Contractor and/or subcontractors shall furnish and keep in force the insurance requirements for a period of one (1) year after completion and acceptance of the work by the Owner. The certificate is to make reference to the project and the Owner.

FIELD DIRECTIVES FROM THE ENGINEER:

The Contractor shall communicate with and take field directives only from the Engineer or his representative. Any and all changes in the work are to be accomplished only by written change order or written field orders which can be issued only by the Engineer or his representative. No claims for monetary or other considerations will be allowed that are based on verbal agreements only or that are based on Contractor agreements with any agent other than the Engineer or his representative.

FORCE ACCOUNT WORK:

Should unforeseen circumstances arise which, in the opinion of the Engineer, require work to be done for which no price can be agreed upon, the Engineer may require that the work be done on a force account basis. Work done on this basis shall be paid as follows:

a. Skilled and common labor at the regular rate of pay for such men. Pay for the foreman may be included provided in the judgment of the Engineer, a foreman is required.

b. To the foregoing shall be added such social security and old age benefit payments made by the Contractor.

c. Materials used, to be listed with invoices.

d. Equipment used shall be paid for at an hourly rate schedule mutually agreed upon, but in no case shall it exceed the hourly rate schedule established for such units by the Associated General Contractors.

To the sum of a, b, c, and d shall be added ten percent (10%) for overhead and profit.

When force account work has been authorized, such authority shall be in writing.

LOCAL LAWS AND REGULATIONS:

The Bidder's attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract

throughout, and they will be deemed to be included in the contract the same as though herein written out in full. The Contractor will be responsible for notifying proper inspectors at various stages of construction for inspection and approval before continuing his work.

PERMITS AND LICENSES:

The Contractor shall procure and pay all charges and fees for all permits and licenses incidental to the due and lawful prosecution of the work.

CONSTRUCTION TRASH & DEBRIS REMOVAL:

During construction of the Project, the Contractor shall be responsible for the removal of any trash or debris created by his work to an approved disposal site. The site will be maintained in a clean condition at all times. Trash and debris from daily operations are to be stored in appropriate storage containers or trucks until removal to the disposal facility.

PAYMENTS:

Payments shall be made on a basis of 95% of monthly estimated cost of labor and materials, including freight or hauling on receipted bills until the work is 50% complete. Upon completion of 50% of the work, no additional retainage shall be held provided the work is progressing satisfactorily. If the Contractor fails to maintain the work on schedule, the Owner has the right to reinstate retainage such that the total amount withheld does not exceed 2.5% of the total contract amount. The contract payment shall be due and payable within fifteen (15) days after the Contractor's invoice has been certified for payment by the Engineer, the balance to be paid upon completion and acceptance of the job. Final payment shall be made to the Contractor within thirty (30) days after all work has been finally completed and each and every provision of the specifications and accompanying drawings comply with to the Owner's or Engineer's satisfaction. Acceptance of the completed job shall be made by the Owner or his representative and the Engineer not later than the 25th of the month following in order to receive consideration.

DISPUTE RESOLUTION:

The parties must resolve any claim, dispute or other matter in contention arising out of, or relating to, this Contract which involves $15,000 or more through the following procedure. The parties shall first negotiate in good faith to reach an equitable settlement to the dispute. If a negotiated settlement cannot be reached within 10 business days, the parties shall submit to mediation. The parties shall select a mediator, licensed by either North Carolina or federal courts and mutually agreeable to all parties in the dispute to conduct the proceedings which shall be held at the Owner's place of business. If the parties cannot agree on the selection of a mediator within 10 business days, then the parties agree that the Cumberland County Attorney shall select the mediator. The mediators cost shall be equally shared by all parties to the dispute. If a mediated settlement cannot be reached, the final recourse to the aggrieved party is legal action instituted and tried in the General Court of Justice of North Carolina under North Carolina Law with venue for trial being Cumberland County. No party shall have a right to resort to litigation until mediation shall first have occurred and not been successful.

In accordance with North Carolina General Statute 143-135.26(12) and as a condition to this Contract, the prime CONTRACTOR shall incorporate this dispute resolution clause in any and all contracts with first-tier subcontractors who in turn shall incorporate this clause in any contracts with lower-tier subcontractors.

WARRANTY

The CONTRACTOR shall provide a 12-month warranty on all materials and workmanship beginning on the date of final acceptance.

END OF SECTION

PROPOSAL

TO CUMBERLAND COUNTY
NORTH CAROLINA

The undersigned hereby signifies that it is _____ (his or her) intention and purpose to enter into a contract to furnish labor, materials, equipment, apparatus, etc., as required and to do all the work necessary for the:

CUMBERLAND COUNTY CROWN COLISEUM ELEVATOR MODERNIZATIONS

as described in the specifications and shown on the plans in accordance with the terms of the Advertisement, Instructions to Bidders, the foregoing Specifications, and the following form of Contract, and this Proposal and the Plans; and pursuant with the requirements of the Advertisement and Instructions to bidders which are as follows:

THAT: The undersigned carefully examined the Instructions to Bidders, the Specifications, Plans, this form of Proposal, and the Contract and Fully understands them.

THAT: The undersigned carefully examined the site or sites of the project or projects and is familiar with the conditions under which the work, or any part of it, is to be done and the conditions which must be fulfilled in furnishing and/or erection or construction of any or all items of the project, and the furnishing only of any materials, equipment, or apparatus specified in connection therewith.

THAT: The undersigned will provide all necessary tools, machinery apparatus, and all means necessary to complete such Contract as may be entered into, and in the manner prescribed in the Contract and Specifications and according to the Plans and requirements under the of the Engineer, in the first class manner.

THAT: The right of Cumberland County and the recommendations of the Engineer are not to be questioned in the award of the Contract.

THAT: It is the intention of Cumberland County, North Carolina, subject to the conditions set forth, to award contracts for the project on the basis of bids received at this letting and in such manner as they may decide as being in the best interests of the County.

THAT: The County reserves the right to reject any of all proposals.

THAT: A proposal made by a corporation must be signed by its proper officers in a legal manner and its official address stated herein.

THAT: A proposal made by a firm shall be signed with the name of each member of said firm and the firm name added, with the official address of said firm.

THAT: The undersigned will complete such contract as is hereby proposed to enter into within the time stated in the notice to proceed and stipulated in the Contract.

THAT: The Bidder acknowledges receipt of the following Addendum:

_____

_____

THAT: The Contractor agrees to furnish all materials, labor and equipment and to install complete in place the work in accordance with the Plans and Specifications for the lump sum of:

BASE BID:

_____ Dollars ($).

Total Bid ($).

Submitted, this _____ day of _____,[Year] .

_____
CONTRACTOR

By: _____
(Signature of Person, Firm or Corporation making Bid)

(Seal - If Bid is by a Corporation) Title: _____

Address: _____

_____

Attest: _____

License No. _____

Phone: _____

INSTRUCTIONS ON PROPER SIGNING

NOTE: If Contractor is an individual, sign on first line only and designate trade name below first line, thus:

John Jones (Seal)

Trading as [Type Company Name Here]

If Contractor is a partnership, sign partnership name on first line; have at least one general (not limited) partner sign on second line, and put his designation as partner on third line, thus:

JONES PAVING COMPANY (Seal)

By: John Jones (Seal)

Title: General Contractor

If Contractor is a corporation, sign corporate name on first line (exactly as such name appears on the corporate seal); have the President or Vice-President sign on second line, put his title on third line, have the Secretary or Assistant Secretary sign on the left "ATTEST" line (adding the word "Assistant before the word "Secretary", if the Assistant Secretary is signing), and imprint corporate seal above the word "Attest", thus:

JONES PAVING COMPANY (Seal)

(Corporate Seal) John Jones (Seal)

Title: President

ATTEST:

Thomas Jones
Assistant Secretary

CONTRACT

THIS CONTRACT, made the _____ day of _____, **[Year]** between the County of Cumberland, a body politic and a subdivision of the State of North Carolina, hereinafter referred to as COUNTY, and _____, a business located at _____ hereinafter referred to as CONTRACTOR.

WITNESSETH:

THAT WHEREAS, a contract for the **CUMBERLAND COUNTY CROWN COLISEUM ELEVATOR MODERNIZATIONS** has recently been awarded to CONTRACTOR by the COUNTY, at and for a sum of: ($_____) as shown in the Proposal attached hereto:

AND WHEREAS, it is provided in said award that a formal contract would be executed by and between CONTRACTOR and the COUNTY, evidencing the terms of said award, and that CONTRACTOR would commence the work to be performed under this agreement on a date to be specified in a written order by the COUNTY, and would fully complete all work within **270 calendar days** from the date the Notice to Proceed is issued.

NOW, THEREFORE, CONTRACTOR doth hereby covenant and agree with the COUNTY that it will well and faithfully perform and execute such work and furnish such labor, materials, equipment, apparatus, and supplies, in accordance with each and every one of the conditions, covenants, stipulations, terms, and provisions contained in said Specifications and in accordance with the Plans, at and for a sum named therefore in the Proposal attached hereto, and will well and faithfully comply with and perform each and every obligation imposed upon it by said Plans and Specifications and the terms of said award.

CONTRACTOR shall promptly make payments to all persons supplying materials in the prosecution of the work, and to all laborers and others employed thereon.

CONTRACTOR shall be responsible for all damages to the property of Cumberland County and other utilities that may be consequent upon the normal procedure of its work or that may be caused by or result from the negligence of the CONTRACTOR, its employees or agents, during the progress of or connected with the prosecution of the work, whether within the limits of the work or elsewhere. CONTRACTOR must restore all property so injured to a condition as good as it was when CONTRACTOR entered upon the work.

CONTRACTOR shall furthermore be responsible for and required to make good at its expense any and all damages of whatever nature to persons or property, arising during the period of the Contract, caused by carelessness, neglect, or want of due precaution on the part of the CONTRACTOR, its agents, employees or workmen. CONTRACTOR shall also indemnify and save harmless the COUNTY, and the officers and agents thereof from all claims, suits, and proceedings of every name and description which may be brought against the COUNTY, or the officers and agents thereof, for or on account of any injuries or damages to persons or property received or sustained by any person or persons, firm or corporation, or by or in consequence of any materials used in said work or by or on account of any improper material or workmanship in its construction, or by or on account of any accident, or any other act or omission of CONTRACTOR, its agents, employees, servants, or workmen.

It is agreed and understood that the Advertisement for Bids, Instructions To Bidders, the General Conditions, the Specifications, the accepted Proposal, and the enumerated addenda and drawings are parts and parcels of this Contract, to the same extent as if incorporated herein in full.

It is further mutually agreed that, if at any time after the execution of this agreement and the surety bond hereto attached for its faithful performance, the COUNTY shall deem the surety or sureties upon such bond to be unsatisfactory, or if, for any reason, such bond ceases to be adequate to cover the performance of the work, CONTRACTOR shall at its expense, within five days after the receipt of notice from the COUNTY so to do, furnish an additional bond or bonds in such form and amount, and with such surety or sureties as shall be satisfactory to the COUNTY. In such event no further payment to CONTRACTOR shall be deemed to be due under this agreement until new or additional security for the performance of the work shall be furnished in manner and form satisfactory to the COUNTY.

And the COUNTY doth hereby covenant and agree with CONTRACTOR that it will pay to CONTRACTOR, when due and payable under the terms of said Specifications and said award, the above mentioned sum, and that it will well and faithfully comply with and perform each and every obligation imposed upon it by said Specifications and the terms of said award.

NON-APPROPRIATION CLAUSE: This agreement is subject to and contingent upon appropriation of funds for fiscal years subsequent to FY**23**.

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

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

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

IN TESTIMONY WHEREOF, CONTRACTOR and the COUNTY have duly signed and sealed this Contract.

(Imprint corporate seal below this line)

ATTEST: By: _____

_____ Title: _____

ATTEST:

For the COUNTY OF CUMBERLAND COUNTY, NC

_____

By: _____
Glenn B. Adams, Chairman

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

_____
County Finance Office

Approved for Legal Sufficiency
upon formal execution by all parties
COUNTY ATTORNEYS OFFICE

_____
( ) Renewable ( ) Nonrenewable

Expiration Date: _____

INSTRUCTIONS ON PROPER SIGNING

NOTE: If Contractor is an individual, sign on first line only and designate trade name below first line, thus:

John Jones (Seal)

Trading as [Type Company Name Here]

If Contractor is a partnership, sign partnership name on first line; have at least one general (not limited) partner sign on second line, and put his designation as partner on third line, thus:

JONES PAVING COMPANY (Seal)

By: John Jones (Seal)

Title: General Contractor

If Contractor is a corporation, sign corporate name on first line (exactly as such name appears on the corporate seal); have the President or Vice-President sign on second line, put his title on third line, have the Secretary or Assistant Secretary sign on the left "ATTEST" line (adding the word "Assistant before the word "Secretary", if the Assistant Secretary is signing), and imprint corporate seal above the word "Attest", thus:

JONES PAVING COMPANY (Seal)

(Corporate Seal) John Jones (Seal)

Title: President

ATTEST:

Thomas Jones
Assistant Secretary

NOTICE TO PROCEED

TO: [Type Company Name Here]

[Type Company Name Here]

[Type Company Name Here]

DATE: [Date]

PROJECT Description:

You are hereby notified to commence work in accordance with the Agreement dated_____[Type Date]_ , on or before__[Type Date]_, and you are to complete the WORK within [Days]_calendar days thereafter. The date of completion of all WORK is therefore **[Type Date]**_.

COUNTY OF CUMBERLAND
Owner

BY: _____
Jermaine M. Walker

TITLE: Director of Engineering and Infrastructure

ACCEPTANCE OF NOTICE

Receipt of this NOTICE TO PROCEED is hereby acknowledged.

_____
CONTRACTOR

BY: _____

DATE: _____

Crown Coliseum Elevator Modernizations

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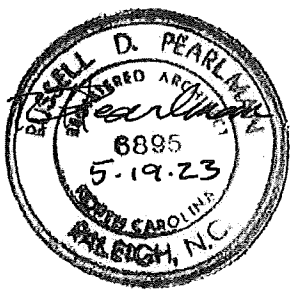


SECTION 01010 - SUMMARY OF WORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 PROJECT DESCRIPTION

A. The work shall be performed under a single prime contract.

B. The work of the Contractor shall generally consist of furnishing of all labor, materials, equipment, and performing all operations indicated, specified, or necessary for the completion of the Crown Coliseum Elevator Modernization. The work shall include, but not be limited to the following:
   1. The furnishing of all labor, materials, equipment, and performing all operations indicated, specified, or necessary for the completion of Elevator Improvements for the Crown Coliseum Elevator Modernizations. The work shall include, but not be limited to the following:

Scope of Work

A. Includes labor and materials necessary to modernize two (2) elevators located at the Crown Coliseum, 117 East Mountain Drive, Fayetteville, NC 28306, as follows:
   1. One (1), four (4) stop, six (6) 48" openings – two (2) rear and four (4) front, 5000lb, 100fpm, in-ground hydraulic passenger elevator. State ID#16610, Installed 10/8/1997, Schindler Elevator. Identified as Car #2. Elevator serves Floors A, C, S, SR, H, and HR. Car has lockout key switches for Floors A, CR, and O. Two (2) Car Operating Panels – One (1) Front and one (1) Rear.
   2. One (1), three (3) stop, four (4) 48" openings – three (3) front and one (1) rear, 5000lb, 100fpm, in-ground hydraulic passenger elevator. State ID#16609, Installed 10/8/1997, Schindler Elevator. Identified as Car #1. Elevator serves Floors A, C, CR, and O. Car has lockout key switches for Floors A, SR, and HR. Two (2) Car Operating Panels – One (1) Front and one (1) Rear.

1.3 WORK SCHEDULE

A. The work will be performed in accordance with the following:
   1. The construction schedule and work hours for the Crown Coliseum Elevator Modernizations shall be as required by the Contractors to complete the work within the time allowed. Night and weekend work will not be restricted.
   2. Contractor is to provide Owner 48 hour advanced notice of weekend or night work schedule.
   3. Provide Owner 48 hour notice before any modifications to any existing systems which will interrupt service.
      a. Provide dust barrier to separate work area from occupied areas or as required to separate dust producing work.
      b. Power interruptions are to be scheduled to not disrupt operations. Contractor shall coordinate with the Owner and Architect time and duration of power interruptions. Work requiring a power interruption is to be scheduled at the Owners required times.
   4. All work is to be scheduled to provide as quick a changeover as possible. Computer

systems will not be disrupted by power interruption.

5. Noise and smell producing operations will be performed on weekend or nights. Coordinate with Owner scheduling of noise or odor producing operations.
6. Building toilet facilities are to be used by the Contractor. Owner will dedicate toilet facilities to be used.
7. Contractors are to confine operations to the area of renovation. Prearrange with Owner, and Architect if access is required for other areas.

1.4 RULES FOR CONSTRUCTION EMPLOYEES ON CITY PROPERTY

At any time during the construction and completion of the work covered by these Specifications, if the conduct of any workman of the various crafts be adjudged ungentlemanly and a nuisance to the Owner, Engineer, Designer, or Architect, or if any workmen be considered incompetent or detrimental to the work, the Contractor shall order such parties removed immediately from the grounds.

A. Under no circumstances are construction workers allowed to bring weapons, drugs, or any type of controlled substance onto the property. This includes on the person and vehicle.

B. All construction workers are directed not to talk or any way communicate with building occupants. Whistling and making lewd statements in any form will not be tolerated and will be reason for expulsion.

C. **Dress Code**: All construction workers must wear long pants, shirts with no less than four inch (4") sleeves, no tank tops, no shorts and no bare backs.

D. No alcohol beverages on Owner's Property at any time.

E. No littering on the Property, this includes soda cans, bottles, trash, etc.

1.5 CONTRACTOR USE OF PREMISES

A. General: During the construction period the Contractor shall have full use of the areas directly under construction. Contractor will be allowed use of the lounge area for material storage. Finishes are to be protected and storage area closed.

B. The Owner shall schedule location for Contractor staging area.

C. All vehicles are to be parked at location assigned by the Owner.

D. Contractors will be assigned an area in the Asheville Rankin Avenue Parking Deck for storage.

E. Finishes are to be protected, and returned to the Owner in their original condition at projects end.

1.6 OWNER OCCUPANCY

A. Full Owner Occupancy: The Owner will occupy the existing facility during the entire construction period. Cooperate with the Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with the Owner's operations. Owner use of the building will not be disrupted during construction of the work.

END OF SECTION 01010

SECTION 01019 - CONTRACT CONSIDERATIONS

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Schedule of values.

B. Application for payment.

C. Change procedures.

D. Construction progress schedule.

1.2 RELATED SECTIONS

A. Section 01631 - Product Substitutions: Payment.

1.3 SCHEDULE OF VALUES

A. Submit a typed schedule on EJCDC C-620 Contractor's Application for Payment standard form or electronic media printout will be considered.

B. Submit four copies of Schedule of Values within 14 days after award of contract.

C. Format: Identify each line item with number and title of the major specification Section. Identify site mobilization, bonds and insurance.

D. Include within each line item, a direct proportional amount of Contractor's overhead and profit.

1.4 APPLICATIONS FOR PAYMENT

A. Submit four copies of each application on EJCDC C-620 Contractor's Application for Payment.

B. Content and Format: Utilize Schedule of Values for listing items in Application for Payment.

C. Payment Period: Monthly.

D. Include State and Federal Tax forms required by Owner: Monthly. Contractor to use with each application state tax forms provided at the end of this section.

1.5 CHANGE PROCEDURES

A. The Architect/Engineer will advise of minor changes in the Work not involving an adjustment to Contract Sum/Price or Contract Time as authorized by issuing supplemental instructions.

B. The Architect/Engineer may issue a Proposal Request which includes a detailed description of a proposed change with supplementary or revised Drawings and specifications. Contractor will prepare and submit an estimate within 10 days.

C. Construction Change Directive: Architect/Engineer may issue a directive, on EJCDC No. C-941 Construction Change Directive or EJCDC No. C-942 Construction Field Order signed by the Owner, instructing the Contractor to proceed with a change in the Work, for subsequent

inclusion in a Change Order. Document will describe changes in the Work, and designate method of determining any change in Contract Sum/Price or Contract Time.

D. Change Order Forms: EJCDC No. C-941 Construction Change Directive or EJCDC No. C-942 Construction Field Order

E. Execution of Change Orders: Architect/Engineer will issue Change Orders for signatures of parties as provided in the General Conditions of the Contract.

1.6 CONSTRUCTION PROGRESS SCHEDULES

A. Submit initial in duplicate within 30 days after date established in Notice to Proceed.

B. Revise and resubmit as required.

C. Submit revised schedules with each Application for Payment, Identifying changes since previous version.

D. Submit a graphic chart as required by the General Conditions and Supplemental General Conditions.

E. Show complete sequence of construction by activity, identifying work of sequence stages and other logically grouped activities. Indicate the early and late start, early and late finish, float dates, and duration.

F. Indicate estimated percentage of completion for each item of work at each submission.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01019

SECTION 01039 - COORDINATION AND MEETINGS

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Coordination.

B. Preconstruction conference.

C. Pre-installation meeting.

D. Progress meetings.

1.2 RELATED SECTIONS

A. Section 01045 - Cutting and Patching.

1.3 COORDINATION

A. Coordination: The Elevator Contractor shall be designated project expediter and shall coordinate construction activities included under various Sections of these Specifications to assure efficient and orderly installation of each part of the Work. Coordinate construction operations included under different Sections of the Specifications that are dependent upon each other for proper installation, connection, and operation.
   1. Where installation of one part of the Work is dependent on installation of other components, either before or after its own installation, schedule construction activities in the sequence required to obtain the best results.
   2. Where availability of space is limited, coordinate installation of different components to assure maximum accessibility for required maintenance, service and repair.
   3. Make adequate provisions to accommodate items scheduled for later installation.

B. Where necessary, prepare memoranda for distribution to each party involved outlining special procedures required for coordination. Include such items as required notices, reports, and attendance at meetings.

C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and ensure orderly progress of Work. Such administrative activities include, but are not limited to, the following:
   1. Preparation of schedules.
   2. Installation and removal of temporary facilities.
   3. Delivery and processing of submittals.
   4. Progress meetings.
   5. Project Close-out activities.

D. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.
   1. Salvage materials and equipment involved in performance of, but not actually incorporated in, the Work. Refer to other sections for disposition of salvaged materials that are designated to Owner's property.

1.4 PRECONSTRUCTION CONFERENCE

A. Designer will schedule a conference after Notice of Award, but no later than 10 days after execution of the agreement and before construction activities.

B. Attendance Required: Owner, Architect, Elevator Consultants, Prime Contractors, major Subcontractors and their manufacturers.

C. Agenda:
1. Designation of responsible personnel and preparation of Project Directory.
2. Use of the premises.
3. Office, Work, storage and staging areas.
4. Critical Work sequencing.
5. Review of Contract Construction Schedule.
6. Submittal of Shop Drawings, Product Data, Samples and Submittal Register.
7. Requests for Information.
8. Equipment deliveries and priorities.
9. Procedures for processing Applications for Payment.
10. Procedures for processing field decisions, Change Orders and Claims.
11. Quality Control Log.
12. Safety procedures.
13. Project Clean-up.
14. Security.
15. Working Hours.
16. Preparation of Record Documents.
17. Project Closeout Requirements.

1.5 PRE-INSTALLATION CONFERENCES

A. Conduct a pre-installation conference at the site before each construction activity that requires coordination with other construction. The installer and representatives of manufacturers and fabricators involved in or effected by the installation, and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise the Architect of scheduled meeting dates.
1. Review the progress of other construction activities and preparations for the particular activity under consideration at each pre-installation conference, including requirements for:
a. Contract Documents, including Change Orders.
b. Purchases and deliveries.
c. Shop Drawings, Product Data and quality control Samples.
d. Possible conflicts or compatibility problems.
e. Time schedules.
f. Weather limitations.
g. Manufacturer's recommendations.
h. Acceptability of substrates.
i. Temporary facilities and protection of Work.
j. Space and access limitations.
k. Governing regulations, including safety.
l. Required performance results, inspection and testing requirements.
m. Recording requirements.
2. Record significant discussions and agreements and disagreements of each conference, along with the approved schedule. Distribute the record of the meeting to everyone concerned, promptly, including the Owner and Architect.
3. Do not proceed if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of Work and

reconvene the conference at the earliest feasible date.

1.6 PROGRESS MEETINGS

A. The Architect/Engineer shall schedule and administer meetings to be held at intervals as required by the level of work activity. Meetings will be scheduled every week, a representative of the designer will be on-site for the meetings. The Architect will make arrangements for meetings, preside at meetings, record minutes, and distribute copies within five days to Contractor, Owner, participants, and those affected by decisions made.

B. Attendance Required: Job superintendent, major Subcontractors and suppliers, Owner, Architect, State Construction Office, as appropriate to agenda topics for each meeting.

C. One of the weekly progress meetings will be scheduled to be the monthly meeting at the preconstruction conference. The monthly meeting will be the progress meeting where applications for payment will be reviewed.

D. Agenda:
1. Review minutes of previous meetings.
2. Review of Work progress.
3. Field observations, problems, and decisions.
4. Identification of problems which impede planned progress.
5. Review of submittals schedule, submittal register and status of submittals.
6. Review of off-site fabrication and delivery schedules.
7. Maintenance of progress schedule.
8. Corrective measures to regain projected schedules.
9. Planned progress during succeeding work period.
10. Coordination of projected progress.
11. Maintenance of quality and work standards.
12. Effect of proposed changes on progress schedule and coordination.
13. Other business relating to Work.
14. Review monthly application for payment.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01039

SECTION 01045 - CUTTING AND PATCHING

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Requirements and limitations for cutting and patching of Work.

1.2 RELATED SECTIONS

A. Section 01010 - Summary of Work.

B. Section 01340 - Submittals.

C. Section 01600 - Materials and Equipment: Product Options and Substitutions.

D. Individual Product Specification Sections:
1. Cutting and patching incidental to work of the Section.
2. Advance notification to other Sections of openings required in work of those Sections.
3. Limitations on cutting structural members.

1.3 SUBMITTALS

A. Submit written request in advance of cutting or alteration which affects:
1. Structural integrity of any element of Project.
2. Integrity of weather-exposed or moisture-resistant element.
3. Efficiency, maintenance, or safety of any operational element.
4. Visual qualities of sight exposed elements.
5. Work of Owner or separate contractor.

B. Include in request:
1. Identification of Project.
2. Location and description of affected work.
3. Necessity for cutting or alteration.
4. Description of proposed work, and products to be used.
5. Alternatives to cutting and patching.
6. Effect on work of Owner or separate contractor.
7. Written permission of affected separate contractor.
8. Date and time work will be executed.

1.4 PATCHING AFTER DEMOLITION WORK

A. The Contractor shall patch all pavement, penetrations in existing partitions, walls, and floors resulting from installation or removal of piping, conduit, or other services during demolition work under this contract.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Primary Products: Those required for original installation.

B. Product Substitution: For any proposed change in materials, submit request for substitution under provisions of Section 01631.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Inspect existing conditions prior to commencing Work, including elements subject to damage or movement during cutting and patching.

B. After uncovering existing work, inspect conditions affecting performance of work.

C. Beginning of cutting or patching means acceptance of existing conditions.

3.2 PREPARATION

A. Provide temporary supports to ensure structural integrity of the Work. Provide devices and methods to protect other portions of Project from damage.

B. Provide protection from elements for areas which may be exposed by uncovering work.

3.3 ALTERNATION PROJECT PROCEDURES

A. Materials: As specified in product sections; match existing products and work for patching and extending work.

B. Employ skilled and experienced installer to perform cutting and patching.

C. Remove, cut, and patch work in a manner to minimize damage and to provide a means of restoring products and finishes to specified condition.

D. Where new work abuts or aligns with existing, provide a smooth and even transition.

E. When finished surfaces are cut so that a smooth transition with new work is not possible, terminate existing surface along a straight line at a natural line of division and submit recommendation to Architect/Engineer for review.

F. Where a change of plane of 1/8 inch or more occurs, submit recommendation for providing a smooth transition; to Architect/Engineer for review.

G. Patch or replace portions of existing surfaces which are damaged, lifted, discolored, or showing other imperfections.

H. Finish surfaces as specified in individual product sections.

I. Patch with same material as area to receive patch.

J. Disconnected items shall be reconnected by Contractor who disconnects item to facilitate cutting or patching. Reconnection cost shall be by the Contractor.

3.4 CUTTING AND PATCHING

A. Execute cutting, fitting, and patching to complete work.

B. Fit products together, to integrate with other work.

C. Provide openings in the work for penetration of mechanical and electrical work.

3.5 BUILDING DEMOLITION DEBRIS

A. Coordinate management of building demolition debris with the Authority Having Jurisdiction.

B. Coordinate disposal of elevator fluids with the Authority Having Jurisdiction. A Hazardous Waste Plan must be submitted and approved before beginning demolition.

3.6 PERFORMANCE

A. Execute work by methods to avoid damage to other Work, and which will provide appropriate surfaces to receive patching and finishing.

B. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.

C. Restore work with new products in accordance with requirements of Contract Documents.

D. Fit work air tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.

E. At penetrations of fire rated walls, partitions, ceiling, or floor construction, provide firestopping in accordance with UL listed firestop details.

F. Refinish surfaces to match adjacent finish. For continuous surfaces, refinish to nearest intersection or natural break.

END OF SECTION 01045

SECTION 01340 - SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section specifies administrative and procedural requirements for submittal of Shop Drawings, Product Data and Samples to verify that products, materials and systems proposed for use comply with provisions of the Contract Documents.

B. Shop Drawings include, but are not limited to, the following:
1. Fabrication Drawings.
2. Installation Drawings.
3. Setting diagrams.
4. Shopwork manufacturing instructions.
5. Templates and patterns.
6. Schedules.
7. Coordination Drawings are a special type of Shop Drawing that show the relationship and integration of different construction elements that require close and careful coordination during fabrication or during installation to fit in the restricted space provided or to function as intended.
   a. Preparation of Coordination Drawings is specified in the "Project Coordination" Section and may include components previously shown in detail on Shop Drawings or Product Data.

C. Product Data include, but are not limited to, the following:
1. Manufacturer's product Specifications.
2. Manufacturer's installation instructions.
3. Standard color charts.
4. Catalog cuts.
5. Roughing-in diagrams and templates.
6. Standard wiring diagrams.
7. Printed performance curves.
8. Operational range diagrams.
9. Standard product operating and maintenance manuals.

D. Administrative Submittals: Refer to the General Conditions of the Construction Contract, other Division-1 Sections and other Contract Documents for requirements for administrative submittals.

1.3 SUBMITTAL PROCEDURES

A. Contractor's Approval: The Contractor shall check, review and approve shop drawings, product data and samples for dimensions, means, methods, techniques, sequences and operations of construction, safety precautions and programs incidental thereto, and conformance with requirements of the Contract Documents prior to submitting to the

Architect. Stamp each submittal to indicate approval. Submittals submitted to Architect without Contractor's approval will be returned without review or comment.

The Contractor shall inform the Architect in separate correspondence attached to the submittal form of any deviations included in the submittal from the requirements of the Contract Documents. Deviations from the requirements of the Contract Documents included in a submittal reviewed by the Architect or his consultants are not accepted unless they have been identified by the Contractor in writing and specifically reviewed by the Architect.

It shall be the sole responsibility of the prime contractor submitting any deviations to the contract requirements to advise all other prime contractors of the deviations and the impact of such deviations on their work. Prime contractors proposing deviations from the contract documents shall also maintain sole responsibility of any cost impact of those deviations.

B. Coordination: Coordinate preparation and processing of submittals with performance of the Work and in accordance with contractor supplied and designer approved Submittal Register. Transmit each submittal to the Architect sufficiently in advance of scheduled performance of related construction activities to avoid delay.
   1. Coordinate each submittal with other submittals and related activities that require sequential activity including:
      a. Testing.
      b. Purchasing.
      c. Fabrication.
      d. Delivery.
   2. Coordinate transmittal of different types of submittals for the same element of the Work and different elements of related parts of the Work so that processing will not be delayed by the Architect's need to review submittals concurrently for coordination.
      a. The Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are forthcoming.
   3. Processing: Allow sufficient review time so that installation will not be delayed as a result of the time required to process submittals, including time for resubmittals.
      a. Allow twenty (20) calendar days for the Architect's initial review of each submittal. Where processing must be delayed to permit coordination with subsequent submittals, allow additional time. The Architect will advise the Contractor promptly when a submittal being processed must be delayed for coordination.
      b. Where necessary to provide an intermediate submittal between the initial and final submittals, process the intermediate submittal in the same manner as the initial submittal.
      c. Allow two weeks for reprocessing each submittal.
      d. Advise the Architect when processing time is critical to progress, and the Work would be expedited if processing time could be shortened.
      e. No extension of time will be authorized because of the Contractor's failure to transmit submittals to the Architect sufficiently in advance of the Work to permit processing.

C. Submittal Preparation: Place a permanent label or title block on each submittal for identification.
   1. Indicate the name of the firm or entity that prepared each submittal on the label or title block.
   2. Provide a space approximately 4" x 5" on the label or beside the title block to record the Contractor's review and approval markings and the action taken by the Architect.
   3. Include the following information on the label for processing and recording action taken.
      a. Project name.
      b. Date.
      c. Name and address of Contractor.
      d. Name and address of subcontractor.
      e. Name and address of supplier.
      f. Name of manufacturer.

g. Number and title of appropriate Specification Section.
h. Drawing number and detail references, as appropriate.
i. Submittal name.
j. Number of submittal.

D. Submittal Transmittal: Contractors are to utilize the transmittal form at the end of this section for each submittal.

1.4 SUBMITTAL REGISTER

A. Submit the submittal register within 30 days of the date established in the Notice to Proceed.
1. Coordinate Submittal Register with the list of subcontractors, schedule of values, product listing, as well as the Contract construction schedule.
2. Prepare the schedule in chronological order. Provide the following information for each submittal:
a. Submittal category and name.
b. Name of Contractor, if applicable.
c. Brief description of the part of the Work covered.
d. Related Section number.
e. Scheduled date for delivery of submittal to Architect.
f. Scheduled date for the Architect's final review of submittal.
3. Prepare the Submittal Register with columns for recording actual dates of submittal processing.

B. Distribution: Following response to initial submittal, print and distribute copies to the Architect, Owner, subcontractors, suppliers and other parities who are required to comply with submittal dates indicated. Post copies in the Project meeting room and field office.
1. When revisions are made, distribute to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in construction activities.

C. Updating Submittal Register: Revise the register after each meeting or activity, where revisions have been recognized or made. Issue the updated schedule concurrently with report of each meeting.

1.5 DAILY CONSTRUCTION REPORTS

A. Prepare a daily construction report, recording the following information concerning events at the site, sign report and submit legible copies to the Architect at weekly intervals:
1. List of subcontractors at the site.
2. Approximate count of contractor's personnel at the site.
3. High and low temperatures, general weather conditions.
4. Work accomplished.
5. Significant materials and equipment received.
6. Accidents and unusual events.
7. Meetings and significant decisions.
8. Stoppages, delays, shortages, losses.
9. Meter readings and similar recordings.
10. Emergency procedures implemented.
11. Orders and requests of governing authorities and the Architect.
12. Change Orders received/implemented.
13. Services connected/disconnected.
14. Equipment or system tests and start-ups.
15. Partial Completions and occupancies.
16. Substantial Completions authorized.

1.6 SPECIFIC SUBMITTAL REQUIREMENTS

A. Shop Drawings: Submit newly prepared information, drawn to accurate scale. Do not reproduce Contract Documents or copy standard printed information as the basis of Shop Drawings.
   1. Include the following information on Shop Drawings:
      a. Dimensions.
      b. Identification of products and materials included.
      c. Compliance with specified standards.
      d. Notation of coordination requirements.
      e. Notation of dimensions established by field measurement.
   2. Highlight, encircle or otherwise indicate deviations from the Contract Documents on the Shop Drawings.
   3. Do not permit Shop Drawing copies without an appropriate final stamp or other marking indicating the action taken by the Architect to be used in connection with construction.
   4. Sheet Size: Except for templates, patterns and similar full-size Drawings, submit Shop Drawings on sheets at least 8-1/2" x 11" but no larger than 30" x 42".
   5. Shop Drawing Submittal: Submit one correctable translucent reproducible print and four blue- or black-line prints or five black line copies for the Architect's review; the reproducible print will be returned.
      a. One of the prints returned shall be marked-up and maintained by the Contractor as a "Record Document".
   6. Distribution: Furnish copies of final Shop Drawing submittal to manufacturers, subcontractors, suppliers, fabricators, installers, governing authorities and others as required for performance of the construction activities. Show distribution on transmittal forms.

B. Product Data: Collect Product Data into a single submittal for each element of construction or system. Mark each copy to show which choices and options are applicable to the Project. Provide five copies of each product data element.
   1. Where Product Data have been printed to include information on several similar products, some of which are not required for use on the Project, or are not included in this submittal, mark copies to clearly indicate which information is applicable.
   2. Where Product Data must be specially prepared for required products, materials or systems, because standard printed data are not suitable for use, submit as "Shop Drawings" not "Product Data".
   3. Include the following information in Product Data:
      a. Manufacturer's printed recommendations.
      b. Compliance with recognized trade association standards.
      c. Compliance with recognized testing agency standards.
      d. Application of testing agency labels and seals.
      e. Notation of dimensions verified by field measurement.
      f. Notation of coordination requirements.
   4. Do not submit Product Data until compliance with requirements of the Contract Documents has been confirmed.
   5. Product Data Submittal: Submit five copies of Product Data plus the number of copies sufficient for his requirements.
   6. Distribution: Furnish copies of final Product Data submittal to manufacturers, subcontractors, suppliers, fabricators, installers, governing authorities and others as required for performance of the construction activities. Show distribution on transmittal forms.
      a. Do not proceed with installation of materials, products and systems until a copy of Product Data applicable to the installation is in the installer's possession.
      b. Do not permit use of unmarked copies of Product Data in connection with construction.

1.7 ARCHITECT'S ACTION

A. Except for submittals for the record, for information and similar purposes, where action and return on submittals is required or requested, the Architect will review each submittal, mark to indicate the action taken, and return promptly.
   1. Compliance with specified characteristics is the Contractor's responsibility, and not considered part of the Architect's review and indication of action taken.

B. Action Stamp: The Architect will stamp each submittal with a uniform, self-explanatory action stamp. The stamp will be appropriately marked, as follows, to indicate the action taken:
   1. Final Unrestricted Release: Where submittals are marked "Reviewed" that part of the Work covered by the submittal may proceed provided it complies with requirements of the Contract Documents; final acceptance will depend upon that compliance.
   2. Final-But-Restricted Release: When submittals are marked "Corrected" that part of the Work covered by the submittal may proceed provided it complies with both the Architect's notations or corrections on the submittal and requirements of the Contract Documents; final acceptance will depend on that compliance.
   3. Returned for Resubmittal: When submittal is marked "Revise and Resubmit," do not proceed with that part of the Work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Revise or prepare a new submittal in accordance with the Architect's notations; resubmit without delay. Repeat if necessary to obtain a different action mark.
      a. Do not permit submittals marked "Not Approved, Revise and Resubmit" to be used at the Project site, or elsewhere where construction is in progress.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01340

SECTION 01500 - CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Temporary Utilities: Electricity, lighting, heat, ventilation, telephone service, water, and sanitary facilities.

B. Temporary Controls: Barriers, protection of the Work, and water control.

C. Construction Facilities: Parking, progress cleaning, project signage, and temporary buildings.

D. Permits: State, local and federal.

1.2 RELATED SECTIONS

A. Section 01700 - Contract Closeout: Final cleaning.

1.3 ELECTRICITY

A. Do not disrupt Owner's need for continuous service. Connect to Owner's existing service for temporary service.

1.4 TEMPORARY LIGHTING FOR CONSTRUCTION PURPOSES

A. The Contractor is to provide and maintain incandescent lighting for construction operations to achieve a minimum lighting level of 2 watt/sq ft. Existing lighting is to be utilized until permanent lighting is completed.

B. Provide branch wiring from power source to distribution boxes with lighting conductors, pigtails, and lamps as required.

C. Maintain lighting and provide routine repairs.

D. Permanent building lighting may be utilized during construction. Electrical Contractor is to provide maintenance and bulb replacement. New bulbs provided and fixtures cleaned at substantial completion. Warranty is to start at substantial completion.

1.5 TEMPORARY HEAT

A. Provide temporary heat devices as needed to maintain specified conditions for construction operations.

1.6 TEMPORARY VENTILATION

A. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.

1.7 TELEPHONE SERVICE

A. Contractor is to provide, maintain and pay for telephone service to field office at time of project mobilization. A mobile phone with at least 75% signal at the site is acceptable.

1.8 TEMPORARY WATER SERVICE

A. Contractor is allowed the use of the existing water service. Connect to existing water source for construction operations. Owner to pay for water fees.

1.9 TEMPORARY SANITARY FACILITIES

A. Contractor is to provide temporary facilities.

1.10 BARRIERS/SAFETY

A. Contractor to provide barriers to prevent unauthorized entry to construction areas, and to protect existing facilities and adjacent properties from damage from construction operations. Separate construction site from public access by fences, or other security measures. Accident prevention signs and markers shall comply with N.C. OSHA regulations to warn of dangers and restrictions.

B. Provide protection for plant life designated to remain. Replace damaged plant life.

C. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

D. Safety comply in full with NFPA 241 standard for safe guarding building construction and demolition operations, NC-OSHA regulations.

1.11 PROTECTION OF INSTALLED WORK

A. Protect installed Work and provide special protection where specified in individual specification sections.

B. Provide temporary and removable protection for installed Products. Control activity in immediate work area to prevent damage.

C. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.

1.12 SECURITY

A. Provide security and facilities to protect Work, from unauthorized entry, vandalism, or theft.

B. Contractor's employees are restricted to area under construction.

1.13 ACCESS ROADS

A. Existing roads shall be used for public thoroughfares to serve construction area.

B. Provide and maintain access to fire hydrants, free of obstructions.

1.14 PARKING

A. Do not allow vehicle parking at undesignated streets or parking areas. Owner will designate parking and storage areas.

1.15 PROGRESS CLEANING AND WASTE REMOVAL

A. Maintain areas free of waste materials, debris, and rubbish.

B. Remove debris and rubbish from pipe chases, plenums, ceiling spaces, crawl spaces, and other closed or remote spaces, prior to enclosing the space.

C. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.

D. Collect and remove waste materials, debris, and rubbish from site weekly and dispose off-site.

1.16 FIELD OFFICES AND SHEDS

A. The Contractor is to utilize the an area that s/he secures in parking spaces designated by the Owner as a site office: Office is to provide lighting, electrical outlets, heating, and ventilating equipment, and equipped with sturdy furniture, drawing rack and drawing display table.

1.17 STORAGE YARD

A. Each Contractor is to store materials in parking spaces designated by the Owner.

B. Roof shall not be used as a storage area.

1.18 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

A. Remove temporary utilities, equipment, facilities, materials, prior to Substantial Completion inspection.

1.19 PERMITS

A. All Prime Contractors are responsible for all fees, Federal, State or Local required for their division of work.

PART 2 – PRODUCTS - Not-Applicable

PART 3 – EXECUTION - Not-Applicable

END OF SECTION 01500

SECTION 01700 - PROJECT CLOSEOUT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section specifies administrative and procedural requirements for project closeout, including but not limited to:
   1. Inspection procedures.
   2. Project record document submittal.
   3. Operating and maintenance manual submittal.
   4. Submittal of warranties.
   5. Final cleaning.

B. Closeout requirements for specific construction activities are included in the appropriate Sections in Divisions-2 through-16.

1.3 PRELIMINARY SUBMISSIONS

A. Operating and Maintenance Submission at 80% billing.

B. Submit three sets of the following for approval prior to requesting a final review for Certification of Substantial Completion and prior to submitting an application for payment that shows the work 80% complete:
   1. Bind operation and maintenance manuals, mechanical, electrical and plumbing operation diagrams and specific warranties in five copies.
   2. Bind all documents in 3-ring binders.
   3. Type identifying labels behind clear plastic on edge of binder.
   4. Organize contents with marked reinforced index tabs in Division format.

C. Shop Drawings for Owner Submit three sets, also at 80% billing, a complete set of legible Contractor's approved, field use, shop drawings folded up in reinforced cardboard file storage boxes. Organize using expandable file folder pouches. Index pouch tabs with each specification section's submission chronologically.

1.4 SUBSTANTIAL COMPLETION

A. Preliminary Procedures: Before requesting inspection for certification of Substantial Completion and before submitting a 95% complete application for payment, complete the following. List exceptions in the request.
   1. Project Observation Reports: Contractor will maintain a 3-ring binder of Architect's reports at the site. Contractor will correct individual non-complying items in report plus all reported or unreported instances of similar items throughout the jobsite within 30 days of report issuance. Contractor will document correction of each item by initialing approval, dating, and sending Architect copy of initialed items. Continued failure to correct non-complying items will result in increased retainage. Final review for Substantial Completion cannot be scheduled until all reported items are in compliance.

2. Contractor's Final Review: Contractor shall fully inspect the work with Contractor's project manager, superintendent and subcontractors' managers to verify that the work is ready for Architect's final review.
3. Contractor will inspect the work and issue typewritten punch list. Contractor must correct each non-complying item. Contractor will document correction of each item by initialing approval, dating, and sending Architect copy of initialed items.
4. Do not wait for or attempt to use Architect's final review to identify unacceptable quality workmanship. Attempts to substitute Architect's final review in lieu of Contractor quality assurance will subject Contractor to possible increased retainage, back-charging of corrective work by others to Contractor, Owner delay claims and termination.
5. In the Application for Payment that coincides with, or first follows, the date Substantial Completion is claimed, show 100 percent completion for the portion of the Work claimed as substantially complete. Include supporting documentation for completion as indicated in these Contract Documents and a statement showing an accounting of changes to the Contract Sum.
   a. If 100 percent completion cannot be shown, include a list of incomplete items, the value of incomplete construction, and reasons the Work is not complete.
6. Advise Owner in writing of pending insurance change-over requirements.
7. Submit specific warranties, workmanship bonds, maintenance agreements, final certifications and similar documents.
8. Obtain and submit releases enabling the Owner unrestricted use of the Work and access to services and utilities; include occupancy permits, operating certificates and similar releases.
9. Submit record drawings, maintenance manuals, final project photographs, damage or settlement survey, property survey, and similar final record information.
10. Deliver tools, spare parts, extra stock, and similar items.
11. Complete start-up testing of systems, and instruction of the Owner's operating and maintenance personnel. Discontinue or change over and remove temporary facilities from the site, along with construction tools, mock-ups, and similar elements.
12. Complete final clean up requirements, including touch-up painting. Touch-up and otherwise repair and restore marred exposed finishes.
13. Make changeover of permanent locks. Provide all keys to Owner.
14. Advise Owner of pending insurance change over requirements.

B. Final Review Procedures: The Architect will perform one continuous final review when the contractors have completed all the work, their own review, and have requested a final review. On receipt of a request for inspection, the Architect will either proceed with inspection or advise the Contractor of unfilled requirements. The Architect will prepare the Certificate of Substantial Completion following inspection, or advise the Contractor of construction that must be completed or corrected before the certificate will be issued. Results of the final review will form the punch list.
   1. Incomplete work by the Contractor or work that is not of quality in the opinion of the Architect will delay the final review until that work is completed or corrected throughout. The Architect performing routine field reviews will be the sole judge of readiness for the final review. Routine field reviews by the Architect and/or a final review of a pre-arranged sample building area will identify incomplete or non-complying items, all of which must be corrected throughout entire contract area prior to requesting a final review.
   2. The final review will be a single continuous effort. Contractor shall have all finishes complete, site clean, and all plumbing, fire protection, mechanical and electrical systems completely operational. Contractor shall provide equipment and manpower necessary to complete the final review in a timely manner. Contractor project manager and superintendent will accompany the Architect at all times during the final review. Contractor will bring bound field reports, specifications, addenda, construction change directives, change orders and record prints along on final review.

3. Correct or complete all non-complying items.
4. Submit copies of the Architect's final punch list of itemized work to be completed or corrected. Contractor's project manager or superintendent must inspect , approve and initial completion or correction of each punch list item.
5. Punch List Review: The review of the punch list will also be a single continuous effort. Attempted reviews canceled due to incomplete compliance with the contract requirements will be provided as an additional review. Should three items be incomplete or unsatisfactory the review will be terminated. The Contractor will be charged for all further review efforts in accordance with the state construction manual.

1.5 FINAL ACCEPTANCE

A. Preliminary Procedures: Before requesting final inspection for certification of final acceptance and final payment, complete the following. List exceptions in the request.
1. Submit the final payment request with releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required.
2. Submit an updated final statement, accounting for final additional changes to the Contract Sum.
3. Submit consent of surety to final payment.
4. Submit a final liquidated damages settlement statement.
5. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
6. Submit (4) four record Project Manual with all addenda and change order items neatly posted and identified on or adjacent to each page.
7. Submit record drawings, final project photographs, damage or settlement survey, and similar final record information.
8. Deliver tools, spare parts, extra stock and similar items.
9. Submit lien waivers.
10. Deliver maintenance stocks and overruns of materials at one time to location(s) designated by the Owner. Submit inventory lists and obtain written acceptance from the Owner.
11. Complete equipment and operating and maintenance instruction and training of Owner's staff. Demonstrate: Emergency instructions, spare parts list, copies of warranties, wiring diagrams, recommended "turn around" cycles, inspection procedures, shop drawings and product data, maintenance manuals, record documents, spare materials, tools, lubricants, fuels, identification systems, control sequences, hazards, cleaning, warranties and bonds, maintenance agreements and similar commitments, start up, shut down, emergency operations, noise and vibration adjustments, safety procedures, economy and efficiency adjustments, and effective energy utilization. Document training in a letter to Owner listing attendees, outlining instruction or training covered, and questions answered.

1.6 RECORD DOCUMENT SUBMITTALS

A. General: Do not use record documents for construction purposes; protect from deterioration and loss in a secure, fire-resistive location; provide access to record documents for the Architect's reference during normal working hours.

B. Record Drawings: Maintain a clean, undamaged set of blue or black line white-prints of Contract Drawings and Shop Drawings. Mark the set to show the actual installation where the installation varies substantially from the Work as originally shown. Mark whichever drawing is most capable of showing conditions fully and accurately; where Shop Drawings are used, record a cross-reference at the corresponding location on the Contract Drawings. Give particular attention to concealed elements that would be difficult to measure and record at a later date.

1. Mark record sets with red erasable pencil; use other colors to distinguish between variations in separate categories of the Work.
2. Mark new information that is important to the Owner, but was not shown on Contract Drawings or Shop Drawings.
3. Note related Change Order numbers where applicable.
4. Organize record drawing sheets into manageable sets, bind with durable paper cover sheets, and print suitable titles, dates and other identification on the cover of each set.
5. Upon completion of mark-up, submit complete set of record documents to Designer for the Owner's records.

C. Record Specifications: Maintain one complete copy of the Project Manual, including addenda, and one copy of other written construction documents such as Change Orders and modifications issued in printed form during construction. Mark these documents to show substantial variations in actual Work performed in comparison with the text of the Specifications and modifications. Give particular attention to substitutions, selection of options and similar information on elements that are concealed or cannot otherwise be readily discerned later by direct observation. Note related record drawing information and Product Data.
   1. Upon completion of the Work, submit record Specifications to the Architect for the Owner's records.

D. Record Product Data: Maintain one copy of each Product Data submittal. Mark these documents to show significant variations in actual Work performed in comparison with information submitted. Include variations in products delivered to the site, and from the manufacturer's installation instructions and recommendations. Give particular attention to concealed products and portions of the Work which cannot otherwise be readily discerned later by direct observation. Note related Change Orders and mark-up of record drawings and Specifications.
   1. Upon completion of mark-up, submit complete set of record Product Data to the Architect for the Owner's records.

E. Miscellaneous Record Submittals: Refer to other Specification Sections for requirements of miscellaneous record-keeping and submittals in connection with actual performance of the Work. Immediately prior to the date or dates of Substantial Completion, complete miscellaneous records and place in good order, properly identified and bound or filed, ready for continued use and reference. Submit to the Architect for the Owner's records.

PART 2- PRODUCTS (Not Applicable)

PART 3- EXECUTION

3.1 FINAL CLEANING

A. General: General cleaning during construction is required by the General Conditions and included in Section "Temporary Facilities".

B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to the condition expected in a normal, commercial building cleaning and maintenance program. Comply with manufacturer's instructions.
   1. Remove labels that are not permanent labels.
   2. Wipe surfaces of mechanical and electrical equipment. Remove excess lubrication and other substances.

C. Removal of Protection: Remove temporary protection and facilities installed for protection of the Work during construction.

D. Compliance: Comply with regulations of authorities having jurisdiction and safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on the Owner's property. Do not discharge volatile, harmful or dangerous materials into drainage systems. Remove waste materials from the site and dispose of in a lawful manner.
   1. Where extra materials of value remaining after completion of associated Work have become the Owner's property, arrange for disposition of these materials as directed.

END OF SECTION 01700

SECTION 01730 - OPERATING AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specifications Sections apply to this Section.

1.2 SUMMARY

A. This Section specifies administrative and procedural requirements for operating and maintenance manuals including the following:
   1. Preparation and submittal of operating and maintenance manuals for building operating systems or equipment.
   2. Instruction of the Owner's operating personnel in operation and maintenance of building systems and equipment.

B. Special operating and maintenance data requirements for specific pieces of equipment or building operating systems are included in the appropriate Sections of Divisions 2 through 16.

C. General closeout requirements are included in Section "Project Closeout."

D. General requirements for submittal of Project Record Documents are included in Section "Project Closeout."

E. Prime Contracts: The prime Contractor shall prepare operating and maintenance data for its installations.
   1. Where operating and maintenance manuals include information on installations by more than one Contractor, the Contractor who is the principal source of information, as determined by the Architect shall receive information furnished by the other Contractor, coordinate, collate, and bind the material into unified manuals, and submit the manuals, as specified.
   2. Where instruction in operating and maintenance procedures on equipment and systems involves participation of more than one Contractor, the Contractor who is designated by the Architect as the principal instructor shall coordinate with the other Contractors for a mutually agreeable time to provide instruction to the Owner's operating and maintenance personnel.

1.3 QUALITY ASSURANCE

A. Maintenance Manual Preparation: In preparation of Maintenance Manuals, use personnel thoroughly trained and experienced in operation and maintenance of the equipment or system involved.
   1. Where written instructions are required, use personnel skilled in technical writing to the extent necessary for communication of essential data.
   2. Where Drawings or diagrams are required, use draftsmen capable of preparing Drawings clearly in an understandable format.

B. Instructions for the Owner's Personnel: For instruction of the Owner's operating and maintenance personnel, use experienced instructors thoroughly trained and experienced in the operation and maintenance of the building equipment or system involved.

1.4 SUBMITTALS

A. Submittal Schedule: Comply with the following schedule for submittal of operating and maintenance manuals.
   1. Before Substantial Completion, at 80% billing, when each installation that requires submittal of operating and maintenance manuals is nominally complete, submit three copies of each manual to the Architect. Include a complete index or table of contents of each manual.

B. Form of Submittal: Prepare operating and maintenance manuals in the form of an instructional manual for use by the Owner's operating personnel. Organize into suitable sets of manageable size. Where possible, assemble instructions for similar equipment into a single binder.
   1. Binders: For each manual, provide heavy-duty, commercial quality, durable 3-ring vinyl covered loose-leaf binders, in thickness necessary to accommodate contents, sized to receive 8-1/2" by 11" paper. Provide a clear plastic sleeve on the spine, to hold labels describing the contents. Provide pockets in the covers to receive folded sheets.
      a) Where two or more binders are necessary to accommodate data, correlate data in each binder into related groupings in accordance with the Project Manual table of contents. Cross-reference other binders where necessary to provide essential information for proper operation or maintenance of the piece of equipment or system.
      b) Identify each binder on the front and spine, with the typed or printed title "OPERATION AND MAINTENANCE MANUAL", Project title or name, and subject matter covered. Indicate the volume number for multiple volume sets of manuals.
   2. Dividers: Provide heavy paper dividers with celluloid covered tabs for each separate Section. Mark each tab to indicate contents. Provide a typed description of the product and major parts of equipment included in the Section on each divider.
   3. Protective Plastic Jackets: Provide protective transparent plastic jackets designed to enclose diagnostic software for computerized electronic equipment.
   4. Text Material: Where written material is required as part of the manual use the manufacturer's standard printed material, or if it is not available, specially prepared data, neatly typewritten, on 8-1/2" by 11", 20 pound white bond paper.
   5. Drawings: Where drawings or diagrams are required as part of the manual, provide reinforced punched binder tabs on the drawings and bind in with the text.
      a) Where oversize drawings are necessary, fold the drawings to the same size as the text pages and use as a fold-out.
      b) If drawings are too large to be used practically as a fold- out, place the drawing, neatly folded, in the front or rear pocket of the binder. Insert a typewritten page indicating the drawing title, description of contents and drawing location at the appropriate location in the manual.

1.5 MANUAL CONTENT

A. In each manual include information specified in the individual Specification Section, and the following information for each major component of building equipment and its controls:
   1. Air Quality Permit.
   2. General system or equipment description.
   3. Design factors and assumptions.
   4. Copies of applicable Shop Drawings and Product Data.
   5. System or equipment identification, including:
      a) Name of manufacturer.
      b) Model number.
      c) Serial number of each component.

6. Operating instructions.
7. Emergency instructions.
8. Wiring diagrams.
9. Inspection and test procedures.
10. Maintenance procedures and schedules.
11. Precautions against improper use and maintenance.
12. Copies of warranties.
13. Repair instructions including spare parts listing.
14. Sources of required maintenance materials and related services.
15. Manual Index.

B. Organize each manual into separate Sections for each piece of related equipment. As a minimum each manual shall contain a title page, a table of contents, copies of Product Data, supplemented by drawings and written text, and copies of each warranty, bond and service Contract issued.

1. Title Page: Provide a title page in a transparent plastic envelope as the first sheet of each manual. Provide the following information:
   a) Subject matter covered by the manual.
   b) Name and address of the Project.
   c) Date of submittal.
   d) Name, address, and telephone number of the Contractor.
   e) Name and address of the Architect;
   f) Cross reference to related systems in other operating and maintenance manuals.
2. Table of Contents: After the Title Page, include a typewritten table of contents for each volume, arranged systematically according to the Project Manual format. Include a list of each product included, identified by product name or other appropriate identifying symbol and indexed to the content of the volume.
   a) Where more than one volume is required to accommodate data for a particular system, provide a comprehensive table of contents for all volumes in each volume of the set.
3. General Information: Provide a general information Section immediately following the Table of Contents, listing each product included in the manual, identified by product name. Under each product, list the name, address, and telephone number of the Subcontractor or installer, and the maintenance contractor. Clearly delineate the extent of responsibility of each of these entities. In addition, list a local source for replacement parts and equipment.
4. Product Data: Where manufacturer's standard printed data is included in the manuals, include only sheets that are pertinent to the part or product installed. Mark each sheet to identify each part or product included in the installation. Where more than one item in a tabular format is included, identify each item, using appropriate references from the Contract Documents. Identify data that is applicable to the installation and delete references to information that is not applicable.
5. Written Text: Where manufacturer's standard printed data is not available, and information is necessary for proper operation and maintenance of equipment or systems, or it is necessary to provide additional information to supplement data included in the manual, prepare written text to provide necessary information. Organize the text in a consistent format under separate headings for different procedures. Where necessary, provide a logical sequence of instruction for each operating or maintenance procedure.
6. Drawings: Provide specially prepared drawings where necessary to supplement manufacturer's printed data to illustrate the relationship of component parts of equipment or systems, or to provide control or flow diagrams. Coordinate these drawings with information contained in Project Record Drawings to assure correct illustration of the completed installation.
7. Do not use original Project Record Documents as part of the Operating and

Maintenance Manuals.

8. Warranties, Bonds and Service Contracts: Provide a copy of each warranty, bond or service contract in the appropriate manual for the information of the Owner's operating personnel. Provide written data outlining procedures to be followed in the event of product failure. List circumstances and conditions that would affect validity of the warranty or bond.

1.6 EQUIPMENT AND SYSTEMS MAINTENANCE MANUAL

A. Submit (5) five copies of each completed manual on equipment and systems, in final form, to the Architect for distribution. Provide separate manuals for each unit of equipment, each operating system, and each electric and electronic system.

1. Refer to Specification Sections for additional requirements on operating and maintenance of the various pieces of equipment and operating systems.
   a) Equipment and Systems: Provide the following information for each piece of equipment, each building operating system, and each electric or electronic system.
2. Description: Provide a complete description of each unit and related component parts, including the following:
   a) Equipment or system function.
   b) Operating characteristics.
   c) Limiting conditions.
   d) Performance curves.
   e) Engineering data and tests.
   f) Complete nomenclature and number of replacement parts.
3. Manufacturer's Information: For each manufacturer of a component part or piece of equipment provide the following:
   a) Printed operating and maintenance instructions.
   b) Assembly drawings and diagrams required for maintenance.
   c) List of items recommended to be stocked as spare parts.
4. Maintenance Procedures: Provide information detailing essential maintenance procedures, including the following:
   a) Routine operations.
   b) Trouble-shooting guide.
   c) Disassembly, repair and reassembly
   d) Alignment, adjusting and checking.
5. Operating Procedures: Provide information on equipment and system operating procedures, including the following:
   a) Start-up procedures.
   b) Equipment or system break-in.
   c) Routine and normal operating instructions.
   d) Regulation and control procedures.
   e) Instructions on stopping.
   f) Shut-down and emergency instructions.
   g) Summer and winter operating instructions.
   h) Required sequences for electric or electronic systems.
   i) Special operating Instructions.
6. Servicing Schedule: Provide a schedule of routine servicing and lubrication requirements, including a list of required lubricants for equipment with moving parts.
7. Controls: Provide a description of the sequence of operation and as-installed control diagrams by the control manufacturer for systems requiring controls.

1.7 INSTRUCTIONS OF THE OWNER'S PERSONNEL

A. Prior to final inspection, instruct the Owner's personnel in operation, adjustment, and

maintenance of products, equipment and systems. Provide instruction at mutually agreed upon times.

1. Use operation and maintenance manuals for each piece of equipment or system as the basis of instruction. Review contents in detail to explain all aspects of operation and maintenance.

PART 2 - PRODUCTS (Not Applicable)

PART 3- EXECUTION (Not Applicable)

END OF SECTION 01730

SECTION 05500 - METAL FABRICATIONS

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Shop fabricated ferrous metal items, prime painted.

1.2 RELATED SECTIONS

A. Section 09900 - Painting: Paint finish.

1.3 REFERENCES

A. ASTM A36 - Structural Steel.

B. ASTM A53 - Hot-Dipped, Zinc-coated Welded and Seamless Steel Pipe.

C. ASTM A283 - Carbon Steel Plates, Shapes, and Bars.

D. ASTM A325 - High Strength Bolts for Structural Steel Joints.

E. ASTM A500 - Cold-Formed Welded and Seamless Carbon Steel Structural Tubing in Round and Shapes.

F. AWS A2.0 - Standard Welding Symbols.

G. AWS D1.1 - Structural Welding Code.

1.4 SUBMITTALS

A. Submit under provisions of Section 01340 – Shop Drawings, Product Data, and Samples

B. Shop Drawings: Indicate profiles, sizes, connection attachments, reinforcing, anchorage, size and type of fasteners, and accessories. Include erection drawings, elevations, and details where applicable.

C. Indicate welded connections using standard AWS A2.0 welding symbols. Indicate net weld lengths.

1.5 QUALIFICATIONS

A. Qualifications for Welding Work: Qualify welding procedures and welding operators in accordance with AWS "Qualification" requirements. Provide certification that welders to be employed in work have satisfactorily passed AWS qualification test.

1.6 FIELD MEASUREMENTS

A. Verify that field measurements are as indicated on Drawings.

PART 2 - PRODUCTS

2.1 FABRICATION

A. Fit and shop assemble in largest practical sections, for delivery to site.

B. Fabricate items with joints tightly fitted and secured.

C. Continuously seal joined members by continuous welds.

D. Grind exposed joints flush and smooth with adjacent finish surface. Make exposed joints butt tight, flush, and hairline. Ease exposed edges to small uniform radius.

E. Exposed Mechanical Fastenings: Flush countersunk screws or bolts; unobtrusively located; consistent with design of component, except where specifically noted otherwise.

F. Supply components required for anchorage of fabrications. Fabricate anchors and related components of same material and finish as fabrication, except where specifically noted otherwise.

2.2 FERROUS METALS

A. Metal Surfaces, General: For metal fabrications exposed to view upon completion of the Work, provide materials selected for their surface flatness, smoothness, and freedom from surface blemishes. Do not use materials whose exposed surfaces exhibit pitting, seam marks, roller marks, rolled trade names, roughness, and, for steel sheet, variations in flatness exceeding those permitted by reference standards for stretcher-leveled sheet.

B. Steel Plates, Shapes, and Bars: ASTM A 36.

C. Malleable Iron Castings: ASTM A 47, grade 32510.

D. Brackets, Flanges and Anchors: Cast or formed metal of the same type material and finish as supported rails, unless otherwise indicated.

E. Concrete Inserts: Threaded or wedge type; galvanized ferrous castings, either malleable iron, ASTM A 47, or cast steel, ASTM A 27. Provide bolts, washers, and shims as required, hot-dip galvanized per ASTM A 153.

F. Welding Rods and Bare Electrodes: Select in accordance with AWS specifications for the metal alloy to be welded.

2.3 PAINT

A. Shop Primer for Ferrous Metal: Manufacturer's or fabricator's standard, fast-curing, lead-free, universal modified alkyd primer selected for good resistance to normal atmospheric corrosion, for compatibility with finish paint systems indicated, and for capability to provide a sound foundation for field-applied topcoats despite prolonged exposure complying with performance requirements of FS TT-P-645.

B. Galvanizing Repair Paint: High zinc dust content paint for re-galvanizing welds in galvanized steel, with dry film containing not less than 94 percent zinc dust by weight, and complying with DOD-P-21035 or SSPC-Paint-20.

C. Bituminous Paint: Cold-applied asphalt mastic complying with SSPC-Paint 12 except containing no asbestos fibers.

2.4 ELEVATOR PIT LADDERS

A. Provide as detailed on the drawings.

2.5 LOOSE STEEL LINTELS

A. Fabricate loose structural steel lintels from steel angles and shapes of size indicated for openings and recesses in masonry walls and partitions at locations indicated.

B. Weld adjoining members together to form a single unit where indicated.

C. Size loose lintels for equal bearing of one inch per foot of clear span but not less than 8 inches bearing at each side of openings, unless otherwise indicated.

D. Galvanize loose steel lintels located in exterior walls.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify that field conditions are acceptable and are ready to receive work.

B. Beginning of installation means erector accepts existing conditions.

3.2 PREPARATION

A. Clean and strip primed steel items to bare metal where site welding is required.

B. Supply items required to be cast into concrete or embedded in masonry with setting templates, to appropriate sections.

3.3 INSTALLATION

A. Install items plumb and level, accurately fitted, free from distortion or defects.

B. Allow for erection loads, and for sufficient temporary bracing to maintain true alignment until completion of erection and installation of permanent attachments.

C. Perform field welding in accordance with AWS D1.1.

D. Obtain Architect/Engineer approval prior to site cutting or making adjustments not scheduled.

E. After erection, prime welds, abrasions, and surfaces not shop primed, except surfaces to be in contact with concrete.

3.4 ERECTION TOLERANCES

A. Maximum Variation From Plumb: 1/4 inch per story, non-cumulative.

B. Maximum Offset From True Alignment: 1/4 inch.

END OF SECTION 05500

SECTION 07600 - SHEET METAL FLASHING AND TRIM

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
1. Flashings at utility penetrations.

B. Related Sections:
1. Division 01: Administrative, procedural, and temporary work requirements.
2. Section 07920 - Joint Sealers.

1.2 REFERENCES

A. ASTM International (ASTM) ():
1. B209 - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate.

1.3 SUBMITTALS

A. Submittals for Review:
1. Shop Drawings: Show locations, types and thicknesses of metal, profiles, dimensions, fastening methods.

1.4 QUALITY ASSURANCE

A. Fabricator and installer Qualifications: Minimum 3 years documented experience in work of this Section.

B. Design, fabricate, and install metal copings and edge flashings in accordance with ANSI/SPRI ES-1.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Aluminum Sheet:
1. ASTM B209, alloy 3003, temper H14, 0.05 inch thick.
2. Finish: Mill.

2.2 ACCESSORIES

A. Solder: ASTM B32.

B. Fasteners: Stainless steel, with neoprene gasketed washers where exposed.

C. Joint Sealers: Specified in Section 07920.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Secure flashings with concealed fasteners where possible.

B. Apply plastic cement between metal and bituminous flashings.

C. Fit flashings tight, with square corners and surfaces true and straight.

D. Seam and seal field joints.

E. Separate dissimilar metals with bituminous coating or non-absorptive gaskets.

F. Apply joint sealers as specified in Section 07920.

3.2 CLEANING

A. Clean sheet metal; remove slag, flux, stains, spots, and minor abrasions without etching surfaces.

END OF SECTION - 07600

SECTION 07900 - JOINT SEALERS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
1. Joint backup materials.
2. Joint sealers.

B. Related Sections:
1. Division 01: Administrative, procedural, and temporary work requirements.

1.2 REFERENCES

A. ASTM International (ASTM) ():
1. C510 - Standard Test Method for Staining and Color Change of Single- or Multicomponent Joint Sealants.
2. C719 - Standard Test Method for Adhesion and Cohesion of Elastomeric Joint Sealants Under Cyclic Movement (Hockman Cycle).
3. C794 - Standard Test Method for Adhesion-In-Peel of Elastomeric Joint Sealants.
4. C834 - Standard Specification for Latex Sealing Compounds.
5. C919 - Standard Practice for Use of Sealants in Acoustical Applications.
6. C920 - Standard Specification for Elastomeric Joint Sealants.
7. C1193 - Standard Guide for Use of Joint Sealants.
8. C1248 - Standard Test Method for Staining of Porous Substrate by Joint Sealants.
9. C1330 - Standard Specification for Cylindrical Sealant Backing for Use with Cold Liquid Applied Sealants.
10. D2203 - Standard Test Method for Staining from Sealants.

1.3 SUBMITTALS

A. Submittals for Review:
1. Product Data: Indicate sealers, primers, backup materials, bond breakers, and accessories proposed for use.
2. Samples:
a) 1/2 x 1/2 x 3 inch long joint sealer samples showing available colors.
b) 6 inch long joint backup material samples.
3. Warranty: Sample warranty form.

1.4 QUALITY ASSURANCE

A. Applicator Qualifications: Minimum 2 years documented experience in work of this Section.

B. Laboratory Pre-Construction Testing:
1. Obtain representative samples of actual substrate materials.
2. Test sealers and accessories for following:
a) Adhesion: Test to ASTM C794 and ASTM C719; determine surface preparation and required primer.
b) Staining: Test to ASTM D2203, ASTM C510, or ASTM C1248; determine that sealants will not stain joint substrates.
c) Pre-construction testing is not required when sealant manufacturer furnishes data acceptable to Architect based on previous testing for materials matching those of this Project.

C. Field Pre-Construction Testing: Test each joint sealer and joint substrate before beginning work of this Section:
   1. Install sealers in mockups using joint preparation methods and materials recommended by sealer manufacturer.
   2. Install field-test joints in inconspicuous location.
   3. Test sealers using manufacturer's standard field adhesion test; verify joint preparation and primer required to obtain optimum adhesion of sealants to joint substrate.
   4. When test indicates sealant adhesion failure, modify joint preparation, primer, or both and retest until joint passes sealant adhesion test.

1.5 PROJECT CONDITIONS

A. Do not apply sealers at temperatures below 40 degrees F unless approved by sealer manufacturer.

1.6 WARRANTIES

A. Furnish manufacturer's10 year warranty providing coverage for sealers and accessories that fail to provide air and water tight seal, exhibit loss of adhesion or cohesion, or do not cure.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Acceptable Manufacturers:
   1. BASF Building Systems. (www.buildingsystems.basf.com)
   2. Dow Corning Corp. (www.dowcorning.com)
   3. GE Silicones. (www.siliconeforbuilding.com)
   4. Pecora Corp. (www.pecora.com)
   5. Sika Corp. (www.sikausa.com)
   6. Tremco, Inc. (www.tremcosealants.com)

B. Substitutions: Under provisions of Division 01.

2.2 MATERIALS

A. Joint Sealer Type 1:
   1. ASTM C920, Grade P, multiple component polyurethane type, self-leveling grade.
   2. Movement capability: Plus or minus 50 percent.
   3. Color: To be selected from manufacturer's full color range.

B. Joint Sealer Type 2: N/A

C. Joint Sealer Type 3:
   1. ASTM C920, Grade NS, single component butyl rubber type, non sag.
   2. Movement capability: Plus or minus 12-1/2 percent.
   3. Color: To be selected from manufacturer's full color range.

D. Joint Sealer Type 4:
   1. ASTM C834, single component acrylic latex, non sag.
   2. Movement capability: Plus or minus 7-1/2 percent.
   3. Color: White.

E. Joint Sealer Type 5: : N/A

F. Joint Sealer Type 6:
   1. ASTM C920, Grade NS, single component polyurethane type, non sag, recommended by manufacturer for continuous water immersion.
   2. Movement capability: Plus or minus 50 percent.
   3. Color: To be selected from manufacturer's full color range.

G. Joint Sealer Type 7:
   1. ASTM C834, single component acrylic latex, non sag, non-hardening, non-corrosive, recommended by manufacturer for acoustical applications.
   2. Movement capability: Plus or minus 7-1/2 percent.
   3. Color: White.

2.3 ACCESSORIES

A. Primers, Bondbreakers, and Solvents: As recommended by sealer manufacturer.

B. Joint Backing:
   1. ASTM C1330, closed cell polyethylene foam, preformed round joint filler, non absorbing, non staining, resilient, compatible with sealer and primer, recommended by sealer manufacturer for each sealer type.
   2. Size: Minimum 1.25 times joint width.

2.4 MIXES

A. Mix multiple component sealers in accordance with manufacturer's instructions.
   1. Mix with mechanical mixer; prevent air entrainment and overheating.
   2. Continue mixing until color is uniform.

PART 3- EXECUTION

3.1 PREPARATION

A. Remove loose and foreign matter that could impair adhesion. If surface has been subject to chemical contamination, contact sealer manufacturer for recommendation.

B. Clean and prime joints in accordance with manufacturer's instructions.

C. Protect adjacent surfaces with masking tape or protective coverings.

D. Sealer Dimensions:
   1. Minimum joint size: 1/4 x 1/4 inch.
   2. Joints 1/4 to 1/2 inch wide: Depth equal to width.
   3. Joints over 1/2 inch wide: Depth equal to one half of width.

3.2 APPLICATION

A. Apply products in accordance with manufacturer's instructions.

B. Install sealers and accessories in accordance with ASTM C1193.

C. Install acoustical sealers and accessories in accordance with ASTM C919.

D. Install joint backing to maintain required sealer dimensions. Compress backing approximately 25 percent without puncturing skin. Do not twist or stretch.

E. Use bondbreaker tape where joint backing is not installed.

F. Fill joints full without air pockets, embedded materials, ridges, and sags.

G. Tool sealer to smooth profile.

H. Apply sealer within manufacturer's recommended temperature range.

3.3 CLEANING

A. Remove masking tape and protective coverings after sealer has cured.

B. Clean adjacent surfaces.

3.4 SCHEDULE

JOINT LOCATION OR TYPE	SEALER TYPE
Exterior Joints:	
Joints in horizontal surfaces subject to pedestrian or vehicular traffic	1
Joints in subgrade construction	6
Joints in above-grade surfaces	3
Interior Joints:	
Joints in acoustical assemblies	7
Other joints	4

END OF SECTION - 07900

SECTION 09651 - RESILIENT BASE

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
1. Resilient wall base.

B. Related Sections:
1. Division 01: Administrative, procedural, and temporary work requirements.

1.2 REFERENCES

A. ASTM International (ASTM) (www.astm.org) F1861 - Standard Specification for Resilient Wall Base.

1.3 SUBMITTALS

A. Submittals for Review:
1. Samples: 4 inch long samples in each color.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Design Basis: Contract Documents are based on products by Roppe Corp.

B. Equivalent products by following manufacturers are acceptable:
1. Allstate Rubber Corp. (www.allstaterubber.com)
2. Armstrong World Industries. (www.armstrong.com)
3. Burke Flooring. (www.burkeflooring.com)
4. Johnsonite, Inc. (www.johnsonite.com)

C. Substitutions: Under provisions of Instructions to Bidders.

2.2 MATERIALS

A. Resilient Base:
1. Type: ASTM F1861, 100% thermoset vulcanized rubber.
2. Thickness: 0.125 inch.
3. Profile: Coved.
4. Height: 4 inches.
5. Length: Continuous rolls.
6. Color: To be selected from manufacturer's full color range.
7. Finish: Satin.
8. Outside corners: Preformed; profile, size, and color to match base.

2.3 ACCESSORIES

A. Adhesive:
1. Water based, waterproof, recommended by base manufacturer.

PART 3 - EXECUTION

3.1 PREPARATION

A. Prepare surfaces to receive base:
   1. Remove materials that could interfere with adhesion.
   2. Fill low spots with patching compound; finish flush with adjacent surface.
   3. Remove high spots, ridges and nibs.

3.2 INSTALLATION

A. Apply adhesive continuously to back of base.

B. Maintain top edge true to line and bottom edge in continuous contact with floor. Butt joints tight; butt base tight to adjacent construction.

C. Install longest possible lengths.

D. Miter and butt inside corners.

E. At outside corners install preformed corner pieces.

F. Scribe to door frames and other interruptions.

END OF SECTION 09651

SECTION 09655 - RESILIENT SHEET FLOORING

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:
1. Resilient rubber sheet flooring.

B. Related Sections:
1. Division 01: Administrative, procedural, and temporary work requirements.

1.2 REFERENCES

A. ASTM International (ASTM) ():
1. D2047 - Standard Test Method for Static Coefficient of Friction of Polish-Coated Flooring Surfaces as Measured by the James Machine.
2. E648 - Standard Test Method for Flooring Radiant Panel Test.
3. F970 - Standard Test Method for Static Load Limit.
4. F1869 - Standard Test Method for Measuring Moisture Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride.

1.3 SUBMITTALS

A. Submittals for Review:
1. Product Data: Provide data on specified products, describing physical and performance characteristics.
2. Samples: Flooring: 2 x2 inch samples showing available colors.

B. Quality Control Submittals:
1. Certificates of Compliance: Certification from an independent testing laboratory that flooring meets fire hazard classification requirements.

1.4 QUALITY ASSURANCE

A. Installer Qualifications: Minimum 3 years documented experience in work of this Section.

B. Fire Hazard Classification: Class I rated, tested to ASTM E648.

C. Static Coefficient of Friction: Minimum 0.5, tested to ASTM D2047.

1.5 PROJECT CONDITIONS

A. Maintain temperature in spaces to receive flooring between 70 and 90 degrees F for 24 hours before, during, and for minimum 48 hours after installation.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Acceptable Manufacturers - Sheet Rubber Flooring:
1. Nora. (http://www.nora.com)
2. Roppe. (http://www.roppe.com/)

3. Johnsonite. (http://johnsonite.com)
4. Mannington Resilient Floors. (www.mannington.com)

B. Substitutions: Under provisions of Division 01.

2.2 MATERIALS

A. Sheet Rubber Flooring:
1. Conform to ASTM F1859, Type 1.
2. Manufacturer: Nora.
3. Product: Iona. (Basis of design)
4. Color: 6902 Cezanne.
5. Width: 48".
6. Thickness: 3.0mm
7. Static load limit: Residual compression of 0.003"with 800 PSI, tested to ASTM F970.

2.3 ACCESSORIES

A. Leveling Compound: White, premixed, latex based.

B. Adhesive:
1. Water based, waterproof, recommended by flooring manufacturer.

C. Edgings: Preformed rubber, by flooring manufacturer or approved substitute, profile required to suit conditions, color to match flooring.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify that concrete floors have cured a minimum 28 days and do not exhibit negative alkalinity, carbonization, or dusting.

3.2 PREPARATION

A. Clean substrate; remove loose and foreign matter that could impede adhesion or performance of flooring.

B. Fill cracks, voids, and depressions in substrate with leveling compound.

C. Grind off high spots and projections in substrate; leave smooth and level to 1/4 inch in 10 feet.

D. Test substrate for moisture content to ASTM F1869; do not install flooring until moisture emission level is acceptable to flooring manufacturer.

3.3 INSTALLATION

A. Install flooring in accordance with manufacturer's instructions.

B. Lay out flooring to minimize seams, located as inconspicuously as possible.

C. Spread only enough adhesive to permit installation of materials before initial set.

D. Lay flooring with seams parallel to building lines.

E. Continuously heat weld seams using color matched welding rods.

F. Roll flooring with floor roller to eliminate entrapped air and ensure bond with adhesive. Work toward edges of sheets. Hand roll seams on both sides, working toward seams.

G. Extend flooring into recesses and under equipment.

H. Terminate flooring at centerline of door openings where adjacent floor finish is dissimilar.

3.4 INSTALLATION OF EDGINGS

A. Install in longest practical lengths; butt ends tight.

B. Scribe to abutting surfaces.

3.5 PROTECTION

A. Do not allow traffic on flooring until adhesives have set. Cover areas subject to traffic with protective covering.

END OF SECTION 09655

SECTION 09910 - PAINTING

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

A. Summary: Paint exposed surfaces, unless otherwise indicated.
   1. Paint the back side of access panels.
   2. Color-code mechanical piping in accessible ceiling spaces.
   3. Do not paint prefinished items, items with an integral finish, operating parts, and labels, unless otherwise indicated.

B. Submittals: Product Data and Samples.

C. Mockups: Full-coat finish Sample of each type of coating, color, and substrate, applied where directed.

D. Obtain block fillers and primers for each coating system from same manufacturer as finish coats.

1.2 REGULATORY REQUIREMENTS

A. Provide the following classifications for flame and smoke rating requirements for finishes.
   1. Exit Enclosures – Class A
   2. Corridors – Class B
   3. Elevator Machine Room – Class C

PART 2 - PRODUCTS

2.1 PAINT

A. Products:

   1. Sherwin-Williams (Basis of Design)
   2. Glidden
   3. Benjamin Moore
   4. Substitutions: Under provisions of Instructions to Bidders
   5. Colors: As selected.

B. Material Compatibility: Provide materials that are compatible with one another and with substrates.

PART 3 - EXECUTION

3.1 PREPARATION

A. Remove hardware lighting fixtures and similar items that are not to be painted. Mask items that cannot be removed. Reinstall items in each area after painting is complete. Set slot head screws vertically.

B. Clean and prepare all surfaces in an area before beginning painting in that area. Schedule painting so cleaning operations will not damage newly painted surfaces.

C. Steel surfaces: - Surface Prep - SSPC SP-1. No power wash, hand clean only. Sand all smooth areas using 100 grit sand paper to roughen the surface.

D. Block walls inside Wall Street elevator shaft: - Surface Prep - SSPC SP-1. No power wash, hand clean only.

3.2 APPLICATION

A. Apply coatings by brush, roller, spray or other applicators according to coating manufacturer's written instructions.
   1. Use brushes only for exterior painting and where the use of other applicators is not practical.
   2. Use rollers for finish coat on interior walls and ceilings.

B. Pigmented (Opaque) Finishes: Completely cover surfaces to provide a smooth, opaque surface of uniform appearance. Provide a finish free of cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness, or other surface imperfections.

3.3 EXTERIOR PAINT APPLICATION SCHEDULE

A. MASONRY – (Concrete Masonry Units)
   1. Latex Systems: Satin Finish
      a) 1st Coat: S-W Loxon Block Surfacer, A23W200
         1) (50-100 sq ft/gal)
      b) 2nd Coat: S-W A-100 Exterior Latex Satin, A82 Series
      c) 3rd Coat: S-W A-100 Exterior Latex Satin, A82 Series
         1) (4 mils wet, 1.4 mils dry per coat)

B. METAL - (Aluminum)
   1. Latex Systems: Gloss Finish
      a) 1st Coat: S-W A-100 Exterior Latex Gloss, A8 Series
      b) 2nd Coat: S-W A-100 Exterior Latex Gloss, A8 Series
         1) (4 mils wet, 1.4 mils dry per coat)

C. METAL - (Galvanized)
   1. Latex Systems: Gloss Finish
      a) 1st Coat: S-W A-100 Exterior Latex Gloss, A8 Series
      b) 2nd Coat: S-W A-100 Exterior Latex Gloss, A8 Series
         1) (4 mils wet, 1.4 mils dry per coat)

D. METAL - (Shop Primed Metal Siding/Panels, etc.)
   1. Latex Systems: Gloss Finish
      a) 1st Coat: S-W A-100 Exterior Latex Gloss, A8 Series
      b) 2nd Coat: S-W A-100 Exterior Latex Gloss, A8 Series
         1) (4 mils wet, 1.4 mils dry per coat)

E. METAL - (Structural Iron & Steel, Tanks, Water Towers, Sashes, Trim, Conductors, Doors, Ducts, Vents, Copper (Not Galvanized)
   1. Latex Systems: Gloss Finish
      a) 1st Coat: S-W DTM Acrylic Primer/Finish, B66W1
         1) (6 mils wet, 3 mils dry)

b) 2nd Coat: S-W DTM Acrylic Gloss Coating, B66 Series

c) 3rd Coat: S-W DTM Acrylic Gloss Coating, B66 Series
1) (10 mils wet, 4 mils dry per coat)

3.4 INTERIOR PAINT APPLICATION SCHEDULE

A. MASONRY – (Concrete Masonry Units)
1. Latex Systems: Satin Finish

a) 1st Coat: S-W Loxon Concrete & Masonry Primer, A23W200
1) (50-100 sq ft/gal)

b) 2nd Coat: S-W ProMar 200 Zero VOC Latex Semi-Gloss, B31-2600 Series

c) 3rd Coat: S-W ProMar 200 Zero VOC Latex Semi-Gloss, B31-2600 Series
1) (4 mils wet, 1.4 mils dry per coat)

B. MASONRY – (Concrete Masonry Units inside Wall Street elevator shaft)
1. Latex Systems: Satin Finish

a) 1st Coat: S-W Loxon Block Surfacer, A24W08300
1) (200-300 sq ft/gal)

b) 2nd Coat: S-W Loxon Masonry Topcoat, A24W00353
1) (8 mils wet; 3.7 mils dry)

C. METAL - (Galvanized)
1. Latex Systems: Gloss Finish

a) 1st Coat: S-W ProMar 200 Latex Gloss Enamel, B21W201

b) 2nd Coat: S-W ProMar 200 Latex Gloss Enamel, B21W201
1) (4 mils wet, 1.5 mils dry per coat)

D. METAL - (Structural Steel Columns, Joists, Trusses, Beams, Miscellaneous & Ornamental Iron, Sashes, Doors, Partitions, Cabinets, Lockers, Radiators, Pumps, Motors, Machines, convectors, Ducts [Ventilating], Elevator Cabs, Copper, Non-Galvanized Metal)
1. Latex Systems; Gloss Finish

a) 1st Coat: S-W Macropoxy 646 Fast Cure Epoxy

b) 2nd Coat: S-W Macropoxy 646 Fast Cure Epoxy
1) (7-13.5 mils wet, 5-10 mils dry per coat)

END OF SECTION 09910

SECTION 142000 – HYDRAULIC ELEVATOR

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawing and General Provision of the Contract, including General Conditions, Supplementary General Conditions, and Division 01 Specifications Sections, apply to this Section.

1.2 SUMMARY

A. Section includes labor and materials necessary to modernize two (2) elevators located at the Crown Coliseum, 117 East Mountain Drive, Fayetteville, NC 28306, as follows:
   1. One (1), four (4) stop, six (6) 48" openings – two (2) rear and four (4) front, 5000lb, 100fpm, in-ground hydraulic passenger elevator. State ID#16610, Installed 10/8/1997, Schindler Elevator. Identified as Car #2. Elevator serves Floors A, C, S, SR, H, and HR. Car has lockout key switches for Floors A, CR, and O. Two (2) Car Operating Panels – One (1) Front and one (1) Rear.
   2. One (1), three (3) stop, four (4) 48" openings – three (3) front and one (1) rear, 5000lb, 100fpm, in-ground hydraulic passenger elevator. State ID#16609, Installed 10/8/1997, Schindler Elevator. Identified as Car #1. Elevator serves Floors A, C, CR, and O. Car has lockout key switches for Floors A, SR, and HR. Two (2) Car Operating Panels – One (1) Front and one (1) Rear.

B. The major elevator components shall be the products of one manufacturer of established reputation, except they may be products, either wholly or in part, of another manufacturer if of established reputation provided such items are engineered and produced under coordinated specifications. Also, the major components to be furnished shall be of a make or makes that have performed satisfactorily together under conditions of normal use in not less than twenty-five (25) other elevator installations of equal or greater capacity and speed for a minimum of three (3) installations in North Carolina.

C. Upon request, the names and addresses of the building and the names of Owners, Owner's Representative, or Facility Manager, in which the proposed combination of major components has so performed shall be furnished.
   1. The term "major elevator components" is defined as the hydraulic pumping units, pumps, motors, valve(s), jack assembly, controllers, door operators, and related equipment.
   2. The major components shall be installed in the elevator machine room so arranged parts can be removed for repairs or replacement by conventional means without dismantling or removing other equipment components. Sufficient workspace for maintenance and repair operations shall be provided around the elevator equipment in the machine room with clear passage to any access or trap doors.

1.3 RELATED DOCUMENTS

A. Division 09 Section 096519 – Resilient Tile Flooring

B. Division 09 Section 099113 – Interior Painting

C. Division 26 – Electrical

D. Division 28 – Electronic Safety & Security

1.4 DEFINITIONS

A. Definitions in the currently adopted ASME A17.1 Safety Code for Elevators and Escalators apply to work of this section.

B. Defective Elevator Work; Operation or controls system failures; performances below specified ratings, excessive wear; unusual deterioration or aging of materials or finishes; unsafe conditions; the need for excessive maintenance; abnormal noise or vibration; and similar unusual, unexpected, and unsatisfactory conditions.

1.5 REFERENCE STANDARDS AND QUALITY ASSURANCE

A. CABO/ANSI A117.1 – American National Standard for Accessible and Usable Buildings and Facilities

B. ASME A17.1b – Safety Code for Elevators and Escalators; The American Society of Mechanical Engineers

C. NFPA 70 – National Electric Code; National Fire Protection Association

D. NFPA 80 – Standard for Fire Doors and Windows

E. North Carolina Department of Labor requirements

F. North Carolina State Building Code(s)

G. Manufacturer Qualifications: Minimum of ten (10) years successful experience in the design, fabrication, and installation of elevator systems comparable in size and nature to the requirements of this project.

1.6 ACTION SUBMITTALS

A. Product Data: Include capacities, sizes, performances, operations, safety features, finishes, and additional information deemed necessary to determine compliance with project requirements. Include product data for car enclosure, hoistway entrances, and operation, control, and signal systems.

B. Shop Drawings: Include plans, elevations, and large-scale details, indicating service at each landing, machine room layout, coordination with building structure, relationships with other construction, and locations of equipment.

C. Color Samples: For finishes involving color selection.

D. Verification Samples: For exposed car, hoistway door and frame, and signal equipment finishes; 3" square samples of sheet materials and 12" lengths of running trim members.

1.7 INFORMATIONAL SUBMITTALS

A. Permits and Certificates: Secure and deliver to the Owner all permits and certificates required by the Authority Having Jurisdiction, and these specifications, to allow normal use of the elevator.

B. Operation and Maintenance Data: Include operating instructions, maintenance data, list of parts, recommended parts inventory, purchase sources for parts, emergency procedures, and additional information deemed necessary to determine compliance with project requirements including but not limited to the following:
   1. Dimensioned Layouts: Controller location in machine room.
   2. Design Information: Indicate equipment lists and design information on layouts.
   3. Design of car enclosure, showing elevations, reveals, and details.
   4. Power Confirmation Sheets: Include KVA, starting current, full load running current and demand factor for applicable static control devices.
   5. Certificates: Submit certificate of elevator performance with contract closeout documents.
   6. Information for Operation and Maintenance: One (1) electronic, bookmarked, searchable set of the following:
      a. Wiring diagrams with field changes noted.
      b. Parts manuals for all components.
   7. Trouble shooting manuals including the following:
      a. Description of elevator system sequence of operation and control including the functions of signals, door devices, and other features.
      b. Written instructions for the troubleshooting, adjustment, and care of all equipment.
      c. Electrical prints shall be non-fading, reproducible type.
      d. One (1) set shall be laminated, in clear material, and mounted in the elevator equipment room.
      e. All electrical wiring diagrams shall be "As Built" Drawings. If standard drawings are used, they shall include markups indicating all changes specific to this installation.
      f. Provide two (2) sets of keys for every key switch applicable to the elevator, including the controller cabinet, and elevator door emergency unlocking device.
      g. The identification label for each diagram and manual shall include the subject, building name, location, contract number, the specified state assigned elevator number to which the diagrams and manuals apply.
      h. Three sets of diagrams and manuals shall be delivered to the designer who will deliver them to the Owner or Owner's Representative.
      i. The elevator contractor shall notify the North Carolina Department of Labor for scheduling of a final inspection as per Code and specifications. Approval must be given that all Code requirements have been met and that installation complies with the specifications prior to release of final payment.
      j. Provide tools, diagnostic equipment, and software to adjust, troubleshoot, and maintain the elevator control system and operation manuals for each. Any cost to keep tools updated and operable to be included in base bid.
      k. Provide signs for elevator "Out of Service" in format approved by Owner.

1.8 CERTIFICATIONS

A. Reports on in-place testing of elevators indicating conformance with requirements of North Carolina Department of Labor and ASME A17.1.

B. Material Certification: Provide written certification that materials used meet specified requirements.

C. Certification of Installation: Elevator Contractor shall provide written certification stating that elevators are complete and operational per specifications.

D. In addition to permits, inspections, and tests specified and requirements of the governing Code; Elevator Contractor shall perform speed and load carrying capacity and heat tests at his own expense. Elevator Contractor shall participate in fire service tests to assure that equipment operates as required.

1.9 DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, and handle materials, components, and equipment in manufacturer's protective packaging. Store materials, components, and equipment on dunnage, under cover, and in a dry location.

1.10 COORDINATION

A. Coordinate installation of sleeves, block outs, elevator equipment with integral anchors, and other items embedded in concrete or masonry for elevator equipment with other trades.

B. Coordinate locations and dimensions of other work relating to hydraulic elevators including pit ladders, entrance sub-sills, electrical service, and electrical outlets, lights, and switches in hoistway, pit, and equipment rooms.

1.11 WARRANTY

A. Elevator System Warranty: Submit a written warranty, signed by the contractor and installer, guaranteeing to correct failures in elevator system which occur within the warranty period, without reducing or otherwise limiting any rights to correction which the Owner may have under the Contract Documents.
   1. Failures are defined to include faulty workmanship, excessive wear, operation system or control system failures, substandard performance, excessive noise or vibration, and similar unsafe or unsatisfactory conditions.
   2. Damage or failure due to abuse, misuse, vandalism, accidents, or neglect caused by a person other than the Elevator Contractor's personnel is excluded from the warranty.
   3. Warranty period is twelve (12) months from date of final acceptance by Owner of the project for the elevator components.
   4. Maintenance: Elevator Contractor shall provide for twelve (12) months full contract service beginning at the date of final acceptance by Owner. Service is to be provided on a monthly basis (minimum 4 hours) during regular workdays except that emergency callback service shall be available 24 hours a day, 7 days a week. Onsite responses are required to be within one (1) hour for out-of-service calls and emergency entrapments.
   5. Elevator Contractor to provide all necessary maintenance, replacement of parts, repairs, and alterations in accordance with the all-inclusive full maintenance contract requirements outlined in Appendix A included as part of the project specifications.

1.12 MANUFACTURER

A. The following elevator controls are accepted as equals. Equal products are accepted under the requirements of these specifications and/or approved by the Owner and Project Architect.
   - Controls:
   - Smartrise Engineering
   - GAL Manufacturing
   - Motion Control Engineering (MCE)
   - Virginia Controls (VC)
   - In the interest of unified responsibility, the Elevator Contractor shall be one regularly engaged in the business of installing and servicing elevators as required by these specifications.
   - Acceptable manufacturers must have sales, service, and technical support available in North Carolina. In order for the Owner to maintain an independent service contractor. Equipment shall be non-proprietary including, but not limited to, software, tools, manuals, GUIs, etc.

1.13 BIDDER'S QUALIFICATIONS

A. The Bidder shall have technical qualifications of at least three years' experience and trained supervisory and installation personnel to install specified items.

B. Any manufacturer's product submitted shall have been in satisfactory and efficient operation on not less than twenty-five (25) installations similar to this project, and for not less than one and one-half (1.5) years.

C. Elevator Contractor shall submit a list of five (5) installations by the Contractor of the control system and machine and/or power unit proposed for this project upon written request by the Project Architect prior to award of Contract or during the project duration.

D. Elevator Contractor shall have available under his direct employment and supervision the necessary personnel, organization, and facilities to properly fulfill all the service and conditions required under these specifications.

E. Elevator Contractor must have access to necessary tools, diagnostic equipment, and software to maintain the solid-state controlled equipment included in the specification. Evidence of this requirement shall be submitted upon written request by the Project Architect at any time prior to award of Contract or during the project duration.

F. Successful Bidders may be required to submit to the Owner's Representative a resume of experience of the assigned foreman and mechanics, names and addresses of persons authorized to accept or reject work performed under this contract and a financial capacity to perform this contract (Dunn Rating or equal).

1.14 CONTRACTOR RESPONSIBILITY

A. The Elevator Contractor shall carefully review specifications and existing building conditions as they may affect the design, installation, alteration, use, and maintenance of the elevator. By submitting a bid for this project, the Elevator Contractor is acknowledging and stating acceptance of all work included in the Project Documents.

B. The Elevator Contractor shall remove all superseded equipment not retained by the Owner. Specific items to be retained will be removed by the Elevator Contractor and delivered to the Owner upon request.

C. Where access to the pit is by means of the lowest hoistway entrance, provide a vertical ladder on the interlock side of the access door extending a minimum of 48" above the sill of the access door in accordance with ASME A17.1 Code. Elevator Contractor shall relocate conduit, raceways, or any other equipment that interferes with the installation or relocation of the pit ladder.

D. The Elevator Contractor shall be responsible for all cutting and patching required by their work. Elevator Contractor shall provide fire stops as required by Code for all wiring, etc. that penetrates rated walls.

PART 2 – PRODUCTS

2.1 RELATED DOCUMENTS

A. Elevator equipment shall be the manufacturer's top-of-the-line products, modified as required to operate with existing components.

2.2 GENERAL DATA

A. Capacity: 5000 pounds

B. Speed: 100 feet per minute (fpm)

C. Car Platform Style: N/A Retain Existing

D. Operation: Single Car Selective Collective

E. Power Supply: 480V/3 Phase

F. Motor: 75HP

2.3 PERFORMANCE

A. Speed: +/- 5% under any load condition

B. Capacity: Safety lowering, stop and hold rated load

C. Leveling: +/- ¼" with rated load and under normal operating conditions

D. Door Closing Time: Thrust and Kinetic Energy shall comply with ASME A17.1 Code

2.4 MATERIALS AND COMPONENTS

A. General: Provide manufacturer's standard elevator system. Where components are not otherwise indicated, provide standard components, published by the manufacturer as included in standard pre-engineered elevator systems, and as required for a complete installation.

B. Aluminum Framing: ASTM B 221, Alloy 6063-T5, or alloy and temper required to suit structural and finish requirements, not less than 0.062-inch thick

C. Door Frames: Extruded metal, reinforced for hinges, strikes, and closers.

D. Ceiling Tracks: Extruded metal

E. Piping: Provide size, type, and weight piping recommended by manufacturer, and provide flexible connectors to minimize sound and vibration transmission from power unit.

F. Inserts: Furnish required concrete and masonry inserts and similar anchorage devices for installing guide rails, machinery, and other components of elevator work where installation of devices is detailed in other sections of this specification.

2.5 MACHINE ROOM EQUIPMENT (NEW)

A. Power Unit (New):
   1. Electro-Hydraulic Pump
   2. Motor: Standard manufacture motor especially designed for hydraulic elevator duty. Duty rating shall be selected for specified speed and load.
      a. Built-in thermal contact to signal overheat condition
   3. Pump Units: Positive displacement DRY type pump specifically manufactured for hydraulic elevator service with a maximum of 10% variation between no load and full load as follows:
      a. Provide motor with solid state starting

b. Provide sign with type of oil

4. Hydraulic Silencer: Provide an air-bladder hydraulic silencer containing pulsation absorbing materials in a blow-out proof housing at the control valve discharge
   a. Provide sound isolation between motor frame and tank
   b. Isolation pads shall be provided under Power Unit
   c. Provide a silencer device built into Power Unit

B. Motor Starter (New): Solid state elevator starter with overload contacts

C. Controller (New): Microprocessor type that meets all current applicable codes. Equipment and component systems shall not employ any proprietary designs that could hamper or otherwise prohibit subsequent maintenance, repairs, or adjustments by qualified personnel.
   1. Manufacturers of apparatus shall provide parts replacement on open market to all maintenance providers for equipment and component system for as long as said parts are available to ensure systems remain maintainable.
   2. A complete parts manual for all major and minor component parts shall be provided prior to final acceptance.
   3. Prior to final acceptance, a complete set of as-built, adjustor level wiring diagrams shall be provided to the Owner along with any nomenclature documents.
   4. Prior to final acceptance of completed elevator system, the Contractor shall deliver to the Owner any specialized tools that may be required to perform diagnostic evaluations, adjustments and/or programmable software changes to any unit of micro-processor-based elevator control equipment installed by contractor. Any such tools shall become the property of the Owner.
   5. If any diagnostic tools provided to the Owner require periodic re-calibration and/or re-initialization, the Contractor shall supply a schedule for the periodic requirements.
   6. Contractor shall deliver to the Owner printed adjuster level help instructions for the proper use of any tool that may be necessary to perform diagnostic evaluations, adjustments and/or programmable software changes or any unit of the micro-processor-based elevator control equipment installed by the Contractor. Accompanying these instructions shall be any and all access codes, passwords, nomenclature, or other proprietary information that is necessary to interface the tool with the control equipment.
   7. Manufacturer shall at all times promptly notify the Owner of any safety bulletins affecting said micro-processor-based control equipment.
   8. Micro-processor control system shall perform the functions of safe elevator motion, car operational and supervisory control, and elevator door control. The System shall allow for reprogramming of software to suit the individual requirements and changing operational requirements of the facility, based upon the parameters of operations system specified. Across the line starting is not acceptable.
   9. The system shall include the hardware required to connect, transfer, and interrupt power, while protecting the motor against overloading and performing operational control.
   10. Controller cabinet containing memory equipment shall be properly shielded, control shall accept reprogramming with minimum system down time, and shall not lose memory from a power failure.
   11. Equipment Enclosures: Install control system in cabinets of steel with hinged door or panels arranged for easy removal of required gauge and properly grounded as required by NEC. Rackmount equipment to permit easy access to components. Provide doors with recessed ring-pulls or handles, and ventilation at the top.

D. Other function include:
   1. Reverse phase relay
   2. Independent Service Operation
   3. UL Label on controller cabinet
   4. Firefighter's Service Phase I and Phase II
   5. Hoistway access switches at top and bottom of landings

6. Battery Lowering Operation: to lower elevator and open doors at the designated landing in the event of main power failure as per Code

2.6 NORMAL STOPPING DEVICE AND FINAL LIMIT SWITCHES (NEW)

A. Provide slow-down and normal stopping devices

B. Provide hoistway final limit switches at top and bottom of each hoistway

2.7 AUTOMATIC TWO-WAY LEVELING

A. Elevator car shall have two-way leveling to automatically bring the car to a stop approximately level with any floor for which a stop has been initiated, regardless of load or direction of travel. Maximum level variation ¼".

B. Automatic leveling control shall permit the synchronization of door opening with the stopping of the car at a floor.

2.8 GUIDE RAILS (RETAIN)

A. Realign rails and file joints as required to provide a smooth ride.

2.9 HYDRAULIC JACK ASSEMBLY (RETAIN) AND PACKING ASSEMBLY (NEW)

A. New packing assembly for elevator shall be installed at completion of construction.

2.10 HYDRAULIC CYLINDERS/PLUNGERS – HYDRAULIC PIPING (NEW)

A. Provide new hydraulic piping from the new pumping unit to the existing jack assembly. All piping and/or shutoff valves shall be replaced with new. Provide a minimum of one (1) isolation coupling in the line located in the machine room. Install pit shutoff valve. Provide new oil line seals.

2.11 CAR BUFFERS (RETAIN) AND PIT CHANNELS (RETAIN)

A. Car spring buffers and pit channels may be reused. Clean and Paint.

2.12 PIT SWITCH (NEW) AND PIT LADDERS (RETAIN)

A. Pit Switch: New emergency stop switches shall be located in the elevator pit as required by Code.

B. Pit Ladder: Clean, paint, and provide slip resistant material on ladder rungs. Applied tape is not allowed. Modify pit ladder as required for Code compliance.

2.13 HOISTWAY DOOR INTERLOCKS (NEW)

A. Each elevator hoistway door shall be equipped with a hoistway unit system, hoistway door interlock. The interlock shall prevent the operation of the elevator machine by the normal operating device unless the hoistway door is locked in the closed position. The interlocks shall also prevent the opening of a hoistway door from the landing side unless the car is at the landing.

2.14 HOISTWAY DOOR UNLOCKING DEVICES (NEW)

A. Unlocking devices shall be provided on all floors as per Code for all elevators. Provide new stainless steel escutcheons.

2.15 ELEVATOR CAR SPEED

A. Provide elevator car speed of 100fpm.

2.16 ELECTRICAL WIRING (NEW)

A. Electrical wiring shall comply with the ASME and NEC. All elevator hoistway, equipment room, and travel cable wiring shall be new. Existing conduit and ductwork may be reused if it meets Code requirements. Provide a minimum of 10% spare wires.

2.17 GUARDS (NEW)

A. Guards shall be provided per Code for exposed gears, sprockets, tape, or rope sheaves, or drives of selectors, floor controllers, or signal machines, and the ropes, chains, or tapes for driving same in equipment room. Provide a toe guard to comply with NCDOL requirements.

2.18 TOP OF CAR OPERATING DEVICE (NEW)

A. Elevator shall be provided with a new operating device mounted from or on the car crosshead. Device shall permit slow speed (100 fpm or less) operation for purposes of adjustment, inspection, maintenance, and repair. A transfer switch shall be provided in the top of the car operating device fixture which will permit the disconnecting of hoistway switch(es) and render control to top of car operating device.

2.19 LUBRICATION

A. Suitable means shall be provided for lubrication with oil or grease, all bearing surfaces in connection with the elevator installation. Greased gun fittings, if used, shall be suitable for high pressure guns. Greased guns, if used, shall be automatic feed compression type.

2.20 HOISTWAY ACCESS SWITCHES (NEW)

A. Provide hoistway access switches at the top and bottom terminal landings, as per Code.

2.21 PLATFORM AND CAR FRAME (RETAIN)

A. The platform and car frame shall be retained and modified as required.

B. All retained equipment shall be inspected and renewed as needed in order to render the elevator to provide an acceptable operation.

2.22 CAR ROLLER GUIDES (NEW)

A. Clean car guide rails and provide individually adjustable, spring loaded, roller guides.

2.23 CAR DOOR HANGERS AND TRACKS (NEW)

A. Complete door hangers and tracks shall be provided for the car doors. Sheaves shall be steel with a flanged groove into which a solid non-metallic tire shall be vulcanized securely. Sheaves shall be a minimum of 2 ½-inch diameter. Hanger brackets shall be the applied type.

2.24 DOOR OPERATORS (NEW)

A. Provide new heavy-duty type door operators, capable of opening doors at not less than 1 ½ fps and accomplishing reversal in 2 ½-inch maximum of door movement. Doors shall open automatically when car arrives at floor to permit transfer of passengers; after timed interval, doors shall automatically close.

2.25 DOOR RE-OPENING AND CONTROL DEVICES (NEW)

A. Provide solid-state, three-dimensional, door curtain to cover entire height and car door opening.

B. Door Opening Timing Feature:
   1. Operate in conjunction with detector device to provide adjustable, reduced hold open time once rays are broken and re-established.
   2. When rays are broken beyond adjustable time, buzzer sounds, and doors shall close at reduced speed.
   3. There shall be a difference in door hold open times between car and hall calls.
   4. Door speed, thrust, and kinetic energy shall comply with ASME A17.1 Code.

2.26 HOISTWAY ENTRANCES (RETAIN) AND HOISTWAY DOORS (NEW)

A. Hoistway Entrances: Retain the existing hoistway entrance frames as per Drawings.

B. Hoistway Doors: 2SPSO – Two Speed Single Opening - Provide new hoistway doors as per Drawings. Provide new door hangers, rollers, tracks, closers, and bottom gibs.

C. New hanger sheaves shall be steel with a flanged groove into which a solid non-metallic tire shall be vulcanized securely. Sheaves shall be a minimum 2 ½-inch diameter. Bearings for sheaves and rollers shall be ball type, sealed to retain grease lubrication. Hanger brackets shall be the applied type. Steel housing shall be provided for attachment to the door. Rollers, with ball bearings, shall be provided to remove excessive door up-thrust.

D. Floor Numbers: Provide floor numbers on the hoistway side of the door panels in compliance with A17.1 Code and supplements.

E. Provide restricted opening of all hoistway doors and/or car doors of the passenger elevators per Code.

2.27 CAR ENCLOSURE (NEW)

A. General: Provide manufacturer's standard enameled-steel car enclosures with removable wall panels, suspended ceiling, trim accessories, access doors, power door operators, sills (thresholds), lighting, and ventilation.
   1. Floor finish shall be provided as specified elsewhere.
   2. Wall Panels shall be plastic laminate, as selected from manufacturer's standard selections and approved by the Project Architect.
   3. Sills: Extruded metal, with grooved surfaces, 1/4-inch thick, aluminum.
   4. Stainless Steel Doors: Flush, hollow metal construction, fabricated from stainless steel.
   5. Suspended Stainless Steel Ceiling with dimmable LED light fixtures as indicated in Drawings.
   6. Exhaust Fan: 2-speed with aluminum grill.
   7. Pads and Hooks: Side and Rear Walls.
   8. Handrails: As indicated in Drawings.

9. Provide inspection certificate in each car, mounted under acrylic cover with satin finish stainless steel trim.

2.28 SIGNAL FIXTURES (NEW)

A. General:
1. Provide signal equipment for each elevator with hall call and car call buttons that light when activated and remain lit until the call has been fulfilled.
2. Fabricate lighted elements of acrylic or other permanent, non-yellowing, translucent plastic.
3. All signal fixtures described hereafter and provided, shall be fully compliant, and installed in accordance with current ASME A17.1, ADAAG, and the North Carolina Accessibility Code.
4. All applicable signage shall be engraved on car and hall button fixtures including, but not limited to, Phase I and Phase II operating instruction, and lobby exit signage.
5. The designated level is the First Floor (1) and the alternate landing is the Second Floor (2), or as determined by the AHJ.

B. Car Operating Panel: FRONT AND REAR. Provide fully recessed car control stations with applied metal faceplates. Mount in return panel adjacent to car door, if not otherwise indicated in Drawings.
1. Illuminate vandal resistant push buttons
2. Position indicator
3. Door Open/Door Close push buttons
4. Keyed Stop Switch
5. Keyed Car Light and Fan Switch
6. Alarm Bell push button
7. Two-Way Communication Device (Audio/Video)
8. Emergency Light and Bell
9. Directional Arrows and gong
10. Floor Passing gong
11. #4 Stainless Steel Cover

C. Hall Operating Stations
1. Flush Mounted
2. Illuminated vandal resistant push buttons with key cutout switch
3. Hall Position Indicator at the primary landing
4. #4 Stainless Steel Cover
5. Provide on Hall Station at each landing
6. New fixtures to cover existing fixture cutouts/holes in wall

D. Hall Lanterns: Provide units with illuminated arrows. Provide single arrow at terminal landings and dual arrow at intermediate landings.
1. Provide units with flat faceplate for mounting with body of unit recessed, flush mounted, to the wall and with illuminated elements projected from faceplate for ease of angular viewing.
2. Place lanterns either above or beside each hoistway entrance, unless otherwise indicated in Drawings. Mount at a minimum of 72-inches above finished floor.
3. Provide audible signals indicating car arrival and direction of travel with each lantern.

E. Car Position Indicators: Provide illuminated signal-type, digital display type, integrated into Car Operating Panel. Also, provide audible signal to indicate to passengers that car is either stopping or passing each of the floors indicated. Include travel direction arrows if not provided in the car control station.

F. Emergency Communication Equipment: Provide system in compliance with ASME A17.1 and Code required accessibility standards. Upon activation system shall dial ***WHO @ WHAT PHONE NUMBER*** which locates a monitoring station and identifies elevator location to monitoring station. System provides two-way audio and video communication without using a handset, and provides visible and audible signals that indicate when the system has been activated, and when the monitoring station has responded.

2.29 OPERATION AND CONTROL SYSTEM (NEW)

A. Provide a Graphical User Interface (GUI), via laptop or other means, in the equipment room with the following minimum features: Up and Down Hall Call indications, car calls, car position and direction, door open or closed position, car operation mode, and capability to modify preprogrammed operations to suit varying building requirements. Manufacturer shall provide and Contractor to install built-in diagnostics for trouble shooting system.

B. Operation: Provide controller manufacturer's standard single car selective collective operation.

C. Independent Service: A key-operated switch shall be provided for each elevator for selecting independent service operation. When this switch is in the independent service position, the elevator shall be disconnected from the selective collective control system and all hall calls will be transferred. The elevator taken out of service may then be run from its car buttons for special usage.

2.30 AUXILARY OPERATION AND CONTROLS

A. General: In addition to primary control system features, provide the following controls or operational features for the passenger elevator , except where otherwise indicated in the Project Documents.

B. Provide Fire Fighters Service Phase I and Phase II in accordance with ASME A17.1 and all local governing Codes. A 3-position key operated switch marked "ON", "OFF", "RESET" shall be provided at the designated landing.

C. Alarm Bell System (With Electrical Power to Car): Emergency alarm bell(s) shall be located so as to be heard outside the hoistway and arranged to sound automatically in response to activation of alarm button in car control system. Emergency Lighting and Alarm Bell: Provide new lighting and alarm bell. Emergency lighting may be incorporated in the car operating panel.

D. Stand-By Emergency Power Operation: Required for elevator car lights. Provided by electrical contractor.

E. Elevator Status Panel: Not Required

F. Elevator Emergency Power Selector Switches: Not Required

G. Elevator Battery Lowering Operation: Controller to lower elevator to the Designated Landing in case of a main power failure. Operation shall be designed to function as per Code.

2.31 ELEVATOR EQUIPMENT ROOM

A. Identification: Provide identifying numbers on the pumping unit, controllers, disconnect switches, and data tags as per Code.

B. No conduit shall be fastened to or supported by the controller frame or other machinery except by flexible connections.

2.32 SMOKE SENSOR TIE-IN

A. System to interface with elevator lobby smoke sensors, including designated and alternate level, and elevator equipment room (smoke sensor and wiring to elevator equipment room by others.)

2.33 ACCESSORIES

A. Fasteners: Aluminum, non-magnetic, stainless steel, or other non-corrosive metal fasteners compatible with frames, stops, panels, reinforcement plates, hardware, anchors, and other items being fastened.

2.34 FABRICATION

A. Provide concealed corner reinforcements and alignment clips for accurately fitted hairline joints at butted or mitered connections.

B. Fabricate components to allow secure installation without exposed fasteners.

2.35 GENERAL FINISH REQUIREMENTS

A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.

B. Appearance of Finished Work: Noticeable variations in same piece are not acceptable. Variations in appearance of adjoining components are acceptable if they are within the range of approved samples and are assembled to minimize contrast.

PART 3 – EXECUTION

3.1 EXAMINATION

A. Examine walls, floors, and ceilings, with installer present, for conditions affecting the performance of the work.

B. Verify that the wall thickness does not exceed standard tolerances allowed by throat size indicated.

C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

A. General:
1. Install each elevator in accordance with accepted manufacturer's directions and ASME A17.1 and all applicable Codes.
2. Install all equipment in Elevator Equipment Room with clearance complying with ASME A17.1 and NEC.
3. Install items so they may be removed by portable hoists or other means for ease of maintenance.

B. Welded Construction: Provide welded connections for installing elevator work where bolted connections are not required for subsequent removal or for normal operation, adjustment,

inspection, maintenance, and replacement of worn parts. Comply with AWS standards for workmanship and for qualifications of welding operators.

C. Alignment: Coordinate installation of hoistway entrances with installation of elevator guide rails for accurate alignment of entrances with cars. Where possible, delay installation of sills and frames until car is operable in the shaft. Reduce clearances to minimum, safe, workable dimensions at each landing.

D. Leveling Tolerances: ¼-inch up or down, regardless of load and direction of travel.

E. Set sill flush with finished floor surfaces at landing. Fill space under sill solidly with non-shrink, non-metallic grout if voids are present.

F. Power Unit: Full system with hydraulic oil approved for use by the valve manufacturer.

G. Sound Isolation: Mount rotating and vibrating equipment on vibration-isolating mounts designed to effectively prevent transmission of vibrations to structure and thereby eliminate sources of structure borne noise from elevator system.

3.3 FIELD QUALITY CONTROL

A. Acceptance Testing: On completion of elevator installation and before permitting temporary or permanent use of elevator, perform acceptance tests as required and recommended by ASME A17.1, and other applicable Codes.
   1. Provide personnel, equipment and instruments required for inspection and testing.
   2. Advise Owner, Architect, and AHJ in advance of dates and time tests are to be performed on elevators.

3.4 ADJUST AND CLEAN

A. Adjustments:
   1. Adjust all equipment to operate within accepted design tolerances.
   2. Adjust all leveling devices so car stops within specified tolerances.
   3. Lubricate all equipment in accordance with accepted manufacturer's instructions.

B. Painting:
   1. Paint all exposed metal work furnished for installation except wearing surfaces with high grade rust preventative finish.
   2. Touch up factory applied surfaces as required.
   3. Paint the Equipment Room floor, Pit Floor, and Pit Walls up to 48-inches A.F.F.
   4. Paint Car Top

C. Cleaning
   1. Remove from hoistway surfaces all loose materials and filing resulting from work.
   2. Clean Elevator Equipment Room floor of all dirt, grease, and oil.
   3. Remove crating and packing materials from the premises.

3.5 DEMONSTRATION

A. Instruct Owner's personnel in proper use, operations, and daily maintenance of elevators. Review emergency provisions, including emergency access and procedures to be followed at time of operational failure and other building emergencies. Train Owner's personnel in procedures to follow in identifying sources of operational failures or malfunctions.

B. The Elevator Contractor shall make a final check to determine that operation systems and devices are functioning properly.

3.6 TESTING

A. Elevator Contractor, at his own expense, in the presence of the Owner, Architect, or their designated representative shall perform tests. The elevator shall be subjected to the following acceptance and inspection and tests:
   1. Inspection and test required by applicable portions of the ASME A17.1 Code and all current supplements.
   2. Periodic inspection and tests as required by applicable portions of the ASME A17.1 and all current supplements.
   3. Inspection and tests required by Federal, State, and Local Codes & Ordinances.
   4. A continuous operating test in which the elevator under full rated load is operated continuously for one (1) hour over the entire operating range, stopping momentarily at all floors. There shall be no operational failure of any component.
   5. Test safety circuit and door lock circuit for proper operation.
   6. The Contractor shall also present certified copies of the results of tests required by the ASME Code.
   7. Test Results: In all test conditions, speed and performance time specified shall be met. Leveling accuracy shall be maintained without releveling. General riding quality shall be acceptable to the Owner. Temporary rise in windings shall not exceed 50 degrees Celsius/122 degrees Fahrenheit above ambient temperature.
   8. Contractor shall provide Owner/Representatives a maximum of eight (8) hours training on the new elevator controls, operation, drive system, and complete elevator system at the end of the project. Owner shall set time and date for this training.

B. Emergency Systems Testing
   1. Elevator Contractor shall participate in the building fire alarm testing. The following features are to be demonstrated:
      a. Recall (Fire Alarm): Demonstrate elevators ability to accept a signal from the fire alarm system and initiate the following sequence:
         1) A contact closure shall be provided to the elevator controls for the elevators serving the lobby of incidence, shall automatically return to the designated floor where it shall park with the doors open.
         2) If the fire floor of incidence is the designated floor, the elevator shall return automatically to an alternate floor.

3.7 MAINTENANCE

A. Elevator Contractor shall provide twelve (12) months full contract service beginning at the date of final acceptance by Owner of the elevator. Service is to be provided on a monthly basis during regular working days, except that emergency minor adjustment callback service shall be available at no additional cost 24-hours a day, 7-days a week.

3.8 GUARANTEE

A. Elevator Contractor shall guarantee that the materials and workmanship of the apparatus installed by them under this specification are new and first class in every respect, and that they will make good any defects not due to ordinary wear and tear of improper use of the car, which develop within one year of Owner's acceptance.

END OF SECTION 142000

SECTION 260500 – GENERAL ELECTRICAL PROVISION

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. General provisions specifically applicable to Division 26 Sections, in addition to Division 1 - General Requirements.

B. The electrical work includes the furnishing of all labor, materials, accessories, and equipment required to install a complete and fully operational electrical system as shown, specified and/or reasonably implied for a complete project.

1.2 RELATED DOCUMENTS

A. General provisions specifically applicable to Division 26 Sections, in addition to Division 1 - General Requirements.

B. ANSI/NFPA 70.

1.3 COORDINATION

A. The Electrical Contractor shall coordinate his work with the other contractors in accordance with provisions of Division 1.

1.4 QUALITY ASSURANCE

A. Perform work in accordance with NECA Standard of Installation.

1.5 FEES, PERMITS, AND INSPECTIONS

A. Electrical Contractor shall obtain permits and arrange all inspections necessary for the installation of his work in accordance with General Conditions and furnish the Architect with certificates of inspection from all authorities having jurisdiction.

B. Inspections and tests shall be made upon formal written notice to the Architect from the Contractor sufficiently in advance to allow representatives of the Architect and Owner to be present for each test.

C. No construction shall be covered up or concealed until it has been inspected or approved. The Contractor shall furnish all material, labor, fuel, equipment and apparatus, and bear all expenses of such tests as are hereinafter specified for the work.

D. Final inspection and tests shall be made in the presence of the Architect and representatives of the Owner. The tests shall be made under conditions simulating as nearly as practicable those which will be obtained in operation and shall show conclusively that the requirements of the specifications have been fulfilled. Prior to receiving final payment, the Contractor shall, in accordance with Division 1, furnish to the Architect a certificate of inspection signed by the Electrical Inspector having jurisdiction.

1.6 REGULATORY REQUIREMENTS

A. Conform to the North Carolina State Building Code.

B. Conform to requirements of ANSI/NFPA 70.

C. Conform to requirements of ANSI/IEEE C2 where applicable.

D. Furnish products listed and classified by Underwriters Laboratories, Inc. or other North Carolina recognized third party testing agency.

1.7 QUALIFICATIONS

A. Manufacturer: Furnish products of manufactures listed or, where substitutions are allowed, furnish products of a company specializing in manufacturing products specified with minimum of three years' experience.

B. Installation: Equipment and systems installers shall have a minimum of 5 years' experience in installation of systems similar to those on this project unless indicated otherwise.

1.8 DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, protect, and handle products to site under provisions of Division 1.

1.9 SEQUENCING AND SCHEDULING

A. Construct work in sequence under provisions of Division 1.

1.10 OPERATION AND MAINTENANCE MANUALS

A. Three (3) complete sets of operating and maintenance manuals shall be submitted to the Owner through the Architect/Engineer two (2) weeks prior to the pre-final inspection date.

B. The O&M manuals shall be installed in a 3-ring heavy back note book with the name of the building and the words "Operation and Maintenance Manuals" on the cover and spine. The manuals shall contain the following items as a minimum:
1. Index and page numbers.
2. Certificate of substantial completion.
3. All warranties.
4. List of all subcontractors and suppliers with names, addresses and phone numbers.
5. Certified testing and balancing report.
6. Complete start-up operation, and shut-down procedures for each system including sequence of events, locations of switches, emergency procedures and any other critical items.
7. Complete set of current shop drawings and equipment description showing all capacities and other operation conditions.
8. Equipment summary showing all capacities and ratings. (HP, Tons, KW, Filter size, etc.)
9. All submittal data and shop drawings.
10. Description of function, normal operating characteristics and limitations, performance curves, engineering data and tests, and complete nomenclature and commercial numbers of replacement parts.
11. Manufacturer's printed operating procedures to include start-up, break-in, and routine and normal operating instructions; regulation, control, stopping, shutdown, and emergency instruction.
12. Maintenance procedures for routine preventative maintenance and troubleshooting; disassembly; aligning and adjusting instructions.
13. Wiring and control diagrams.
14. Manufacturer's cuts, part numbers, and serial numbers.

PART 1 - PRODUCTS

1.11 EQUIPMENT AND MATERIAL

A. Equipment and material of the same general type shall be of the same make throughout the work to provide uniform appearance, operation and maintenance.

B. Equipment and material shall be new and shall bear the manufacturer's name or trade name.

1.12 DIMENSIONS

A. The Contractor shall be responsible for insuring that items of equipment furnished fit the space available. He shall make necessary field measurements to ascertain space requirements, including those of connections, and shall furnish and install such sizes and shapes of equipment that the final installation shall suit the true intent and meaning of the drawings and specifications.

1.13 MANUFACTURER'S DIRECTIONS

A. The Contractor shall promptly notify the Architect in writing of any conflict between the requirements of the contract documents and manufacturer's directions and shall obtain the Architect's written instructions before proceeding with the work. Should the Contractor perform any work that does not comply with the manufacturer's directions or such written instructions from the Architect, he shall bear all costs arising in correcting the deficiencies.

1.14 EQUIPMENT ACCESSORIES

A. The Contractor shall provide all equipment, accessories, connections, and incidental items necessary to fully complete the work, ready for use, occupancy and operation by the Owner.

PART 2 - EXECUTION

2.1 MATERIALS AND WORKMANSHIP

A. All materials and workmanship shall comply with all applicable codes, specifications, state and local ordinances, industry standards, and utility company regulations. At the completion of the work, fixtures, equipment and materials shall be cleaned and polished thoroughly and turned over to the Owner in a condition satisfactory to the Architect. Damage or defects developing before acceptance of the work shall be made good at the Contractor's expense.

2.2 LOCATION OF CONDUIT, FIXTURES, EQUIPMENT AND APPURTENANCES

A. These locations shall be adjusted to accommodate the work to ductwork and equipment installed by other Contractors in mechanical equipment rooms and similar areas.

2.3 BUILDING AND FINISHES

A. Building and finishes shall be protected. The Contractor will be held responsible for damage incurred and shall repair all damage done.

2.4 SUPPORTS

A. The Contractor shall support plumb, rigid, and true to line all work and equipment installed under this contract. The Contractor shall thoroughly study project construction drawings, shop drawings, and catalog data to determine how equipment, accessories, fixtures, and

related items are to be supported, mounted, or suspended. He shall provide all bolts, inserts, brackets, structural supports, and accessories for proper support whether or not shown on the drawings.

B. Sleeves, inserts and supports that may be required for the electrical work shall be furnished by the Electrical Contractor, and they shall be installed, except as otherwise specified, by the trade furnishing and installing the material in which they are to be located. Location of sleeves, inserts, and supports shall be directed by the Electrical Contractor who shall also insure that they are properly installed. Sleeves shall be neatly sawed, sheared, or cut with wheeled cutters. No flame cutting will be permitted.

C. Slots, chases, openings and recesses through floors, walls, ceilings, and roofs as specified will be provided by the various trades in their respective materials, but the Electrical Contractor shall see that they are properly located and shall do any cutting and patching caused by the neglect to do so.

D. Where sleeves are omitted or not provided in proper location through a concrete floor, the new holes at the proper location shall be drilled with a diamond core drill after obtaining permission from the Architect. No chiseling or other rough cutting will be permitted. No part of the building may be broken out, cut, burned out, or permanently removed.

2.5 FIRESTOPPING

A. Firestopping of penetrations for electrical work shall be installed by Electrical Contractor.

B. The Electrical Contractor shall be responsible for firestopping all partitions, walls and floor penetration resulting from his work. Penetrations shall be firestopped to meet or exceed rating of wall or floor systems as required by code.

2.6 SERVICE DISCONNECT MARKING

A. Each service disconnecting means shall be marked "SERVICE DISCONNECT" with engraved plastic plates.

2.7 COORDINATION

A. All power wiring and associated conduit shall be provided to HVAC and Plumbing equipment by the Electrical Contractor. The HVAC and Plumbing Contractor shall furnish all motor starters, disconnect switches, and combination starters for equipment furnished under their contract and turn them over to the Electrical Contractor for installation. All final power wiring connections to equipment shall be made by the Contractor furnishing the equipment from slack wire left by the Electrical Contractor. Refer to detail, Sheet E100, of the Contract Drawings for division responsibility regarding electrical requirements.

B. HVAC Contractor will provide all control wiring, in conduit, required to satisfactorily control all HVAC equipment; furnish and wire all control devices such as thermostats, switches, relays and any other devices necessary to control the HVAC equipment.

C. Duct mounted smoke detectors shall be furnished by the Electrical Contractor and installed in duct work by the HVAC Contractor. Wiring to the fire alarm system shall be provided by the Electrical Contractor. Detectors shall be installed in strict accordance with manufacturer's installation instructions and/or NFPA 72.

2.8 PAINTING

A. All field painting of electrical work, with exception of touch-up paint on factory finished equipment, shall be by the Electrical Contractor in accordance with the "Painting" section of these specifications. Any equipment which has its factory paint coat scratched or otherwise damaged shall be retouched with paint to match the finish coat by the Electrical Contractor, and shall be repainted if necessary. Cut ends of steel framing channel used for equipment support shall be painted with a compound providing equivalent protection to the factory provided finish.

2.9 TESTING

A. All test reports shall be typewritten and submitted in triplicate. Reports shall include: Item(s) tested, date of each test, name and signature of person(s) conducting test, and complete test results.

B. Provide testing on each product or system as hereinafter specified in individual sections, and/or as recommended by product manufacturer.

C. All test reports shall be submitted, reviewed, and approved prior to substantial completion.

2.10 CLEAN-UP

A. The Contractor shall clean equipment, fixtures, and wiring device covers with cleaning materials appropriate to the surface and material being cleaned. Bottoms of equipment enclosures shall be cleaned to remove metal filings and other debris. All debris and excess materials shall be removed from the work area. The Contractor shall remove from the site all debris, crating, temporary facilities, waste, tools, construction equipment, machinery, and surplus materials resulting from his work.

END OF SECTION 260500

SECTION 260505 - ELECTRICAL DEMOLITION FOR REMODELING

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Electrical demolition.

PART 2 PRODUCTS

2.1 MATERIALS AND EQUIPMENT

A. Materials and equipment for patching and extending work: As specified in individual Sections.

PART 3 EXECUTION

3.1 DEMOLITION AND EXTENSION OF EXISTING ELECTRICAL WORK

A. Demolish existing electrical work under provisions of this Section.

B. Remove abandoned wiring to source of supply.

C. Patch and refinish construction damaged during demolition work. Patch and refinish existing damaged construction uncovered as a result of demolition of materials and equipment.

D. Remove exposed abandoned conduit, including abandoned conduit above accessible ceiling finishes. Cut conduit flush with walls and floors, and patch surfaces.

E. Disconnect abandoned outlets and remove devices. Remove abandoned outlets if conduit servicing them is abandoned and removed. Provide blank cover for abandoned outlet boxes which are not removed.

F. Disconnect and remove electrical devices and equipment serving utilization equipment that has been removed.

G. Disconnect and remove abandoned luminaires. Remove brackets, stems, hangers, and other accessories.

H. Repair adjacent construction and finishes damaged during demolition work.

3.2 DISPOSAL OF DEMOLITION MATERIALS AND EQUIPMENT

A. Wire, conduit, wiring devices, and other materials shall be removed from the site and disposed of in accordance with Division 1. Electrical equipment in good condition will be turned over to the owner as indicated on the drawings.

END OF SECTION 260505

SECTION 260519 – BUILDING WIRE AND CABLE

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Building wire and cable.

B. Wiring connectors and connections.

1.2 RELATED SECTIONS

A. General provisions specifically applicable to Division 26 Sections, in addition to Division 1 - General Requirements.

B. Section 260532 - Conduit.

C. Section 260533 - Boxes.

D. Section 260553 - Identification.

1.3 REFERENCES

A. ANSI/NFPA 70

1.4 SUBMITTALS

A. Submit under provisions of Division 1.

B. Product Data: Provide for each wire and cable type.

C. Insulation Resistance Test Report.

D. Bolted Connections Torque Measurements.

1.5 PROJECT RECORD DOCUMENTS

A. Submit under provisions of Division 1.

B. Accurately record feeder sizes.

1.6 PROJECT CONDITIONS

A. Verify that field measurements are as shown on Drawings.

B. Conductor sizes are based on copper, expressed in American Wire Gage (AWG) and Thousand Circular Mils (kcmil).

C. Wire and cable routing shown on Drawings is approximate unless dimensioned. Route wire and cable as required to meet Project Conditions.

D. Where wire and cable routing is not shown, and destination only is indicated, determine exact routing and lengths required.

1.7 COORDINATION

A. Determine required separation between cable and other work.

B. Determine routing to avoid interference with other work.

PART 2 - PRODUCTS

2.1 BUILDING WIRE AND CABLE

A. Description: Single conductor insulated wire.

B. Conductor:
1. Branch circuits: Copper.
2. Feeders: Copper or aluminum as indicated on drawings
a) Aluminum Conductors: Comply with NEMA WC 70/ICEA S-95-658

C. Insulation Voltage Rating: 600 volts.

D. Insulation: ANSI/NFPA 70, Type THHN2/THWN.

2.2 CLASS 2 CONTROL CIRCUIT CONDUCTORS

A. Description: Solid or stranded, per system manufacturer's recommendations.

B. Conductor: Copper.

C. Insulation: Min. 150 volt 60°C.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify that interior of building has been protected from weather.

B. Verify that mechanical work likely to damage wire and cable has been completed.

3.2 PREPARATION

A. Completely and thoroughly swab raceway before installing wire.

3.3 INSTALLATION

A. Install products in accordance with manufacturer's instructions.

B. Use solid conductor for feeders and branch circuits 10 AWG and smaller, unless otherwise indicated

C. Use stranded conductors for control circuits.

D. Use stranded conductors in liquid tight flex for final connection to motors.

E. Use conductor not smaller than 12 AWG for power and lighting circuits.

F. Use conductor not smaller than 22 AWG for control circuits.

G. Use 10 AWG conductors for 20 ampere, 120 volt branch circuits longer than 100 feet.

H. Use 10 AWG conductors for 20 ampere, 277 volt branch circuits longer than 230 feet.

I. Pull all conductors into raceway at same time.

J. Use suitable wire pulling lubricant for building wire 4 AWG and larger.

K. Neatly train and lace wiring inside boxes, equipment, and panelboards.

L. Clean conductor surfaces before installing lugs and connectors.

M. Make splices, taps, and terminations to carry full capacity of conductors with no perceptible temperature rise.
   1. Use oxide inhibitor in each splice and tap conductor for aluminum conductors.
   2. Verify termination provisions in panels are listed and sized for use with aluminum conductors where applicable.

N. Use split bolt connectors for copper conductor splices and taps, 8 AWG and larger. Tape uninsulated conductors and connector with electrical tape to 150 percent of insulation rating of conductor.

O. Use insulated spring wire connectors with plastic caps for copper conductor splices and taps, 10 AWG and smaller.

P. Home runs may be combined in one conduit when all connections are in accordance with NFPA 70 requirements and the maximum unbalance current in the neutral does not exceed the capacity of the conductor. When circuits serving electronic loads are combined, the neutral shall be sized to accommodate harmonic currents.

Q. All feeders and subfeeders shall be completely phased out as to sequence and rotation. Phase sequence shall be A-B-C from front to rear, top to bottom, or left to right when facing equipment.

3.4 INTERFACE WITH OTHER PRODUCTS

A. Identify wire and cable under provisions of Section 260553.

B. Identify each conductor with its circuit number or other designation indicated on Drawings.

3.5 FIELD QUALITY CONTROL

A. Perform field inspection and testing under provisions of Division 1.

B. Inspect wire for physical damage and proper connection.

C. Measure tightness of bolted connections and compare torque measurements with manufacturer's recommended values. Record torque measurements.

D. Verify continuity of each branch circuit conductor.

E. Perform insulation resistance test on wiring No. 6 AWG and larger using instrument which applies voltage of approximately 500 volts to provide direct reading of resistance. Minimum resistance shall be 250,000 ohms. Record test data and include in O&M Manuals.

END OF SECTION 260519

SECTION 260526 - GROUNDING AND BONDING

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Equipment grounding conductors.

B. Bonding.

1.2 REFERENCES

A. ANSI/NFPA 70 - National Electrical Code.

PART 2 - PRODUCTS

2.1 WIRE

A. Material: Copper.
   1. Wire #10 (AWG) and smaller shall be solid.
   2. Wire #8 (AWG) and larger shall be stranded.

B. Equipment Grounding Conductors: Size to meet NFPA 70 requirements.

C. Insulation: Green THHN/THWN or XHHW.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install Products in accordance with manufacturer's instructions.

B. Equipment Grounding Conductor: Provide separate, green insulated conductor within each feeder and branch circuit raceway. Terminate each end on suitable lug, bus, or bushing.

C. Provide an equipment bonding jumper to connect the grounding terminals of grounding type receptacles to grounded boxes.

3.2 EQUIPMENT AND CIRCUITS

A. Conduit Systems:
   1. Ground all metallic conduit systems.

B. Boxes, Cabinets, Enclosures, and Panelboards:
   1. Bond the equipment grounding conductors to each pull box, junction box, outlet box, cabinet, and other enclosure through which the conductors pass.
   2. Provide lugs in each box and enclosure for equipment grounding conductor termination.
   3. Provide ground bars in panelboards, bolted to the housing, with sufficient lugs for terminating the grounding electrode and equipment grounding conductors.
   4. For metal conduit systems connect wiring device grounding terminal to outlet box with bonding jumper and to branch circuit equipment grounding conductor. Where boxes are nonmetallic, bond to equipment grounding conductor only.

5. Boxes and enclosures with concentric, eccentric, or oversized knockouts shall be provided with bonding bushings and jumpers. The jumpers shall be sized per the NEC and lugged to the box.

C. Motors and Starters:
1. Provide lugs in motor terminal box and starter housing for equipment grounding conductor termination.
2. Make equipment grounding conductor connections to ground bus in motor starters.

D. Lighting Fixtures:
1. Connect equipment grounding conductor to fixture grounding terminal.
2. Fixtures connected with flexible conduit shall have a green insulated equipment grounding conductor included with the power wires to the fixture through the flexible conduit.

E. Electrical Appliances and Equipment:
1. Fixed electrical appliances and equipment shall have a ground lug installed for termination of the green insulated equipment grounding conductor.

F. Dry Type Transformers (Separately Derived Systems):
1. Bond together the grounded (neutral) conductor and equipment grounding conductor of the derived system.
2. A grounding electrode conductor shall be used to connect the grounded conductor of the derived system to the nearest available effectively grounded structural metal member of the building.

END OF SECTION 260526

SECTION 260529 - SUPPORTING DEVICES

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Conduit and equipment support.

B. Anchors and fasteners.

1.2 REFERENCES

A. NECA - Standard of Installation.

B. ANSI/NFPA 70 - National Electrical Code.

PART 2 - PRODUCTS

2.1 PRODUCT REQUIREMENTS

A. Materials and Finishes: Provide adequate corrosion resistance.

B. Provide materials, sizes, and types of anchors, fasteners and supports to carry the loads of equipment and conduit. Consider weight of wire in conduit when selecting products.

C. Conduit shall be supported by approved pipe straps or clamps.

D. Pipe straps or clamps shall be secured by means of:
1. Toggle bolts on hollow masonry.
2. Metal expansion shields and machine screws on concrete or solid masonry.
3. Machine screws or bolts on metal surfaces.
4. Wood screws on wood construction.

2.2 FORMED STEEL CHANNEL

A. Manufacturers:
1. Superstrut
2. Unistrut
3. Kindorff

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install products in accordance with manufacturer's instructions.

B. Provide anchors, fasteners, and supports in accordance with NECA "Standard of Installation".

C. Do not fasten supports to pipes, ducts, mechanical equipment, or conduit.

D. Do not drill or cut structural members.

E. Install surface-mounted cabinets and panelboards with minimum of four anchors.

F. Conduit shall be supported by a method approved by the NEC.

END OF SECTION 260529

SECTION 260532 – CONDUIT

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Metal conduit.

B. Flexible metal conduit.

C. Liquidtight flexible metal conduit.

D. Electrical metallic tubing.

E. Fittings and conduit bodies.

1.2 RELATED SECTIONS

A. Section 260533 - Boxes.

B. Section 260526 - Grounding and Bonding.

C. Section 260529 - Supporting Devices.

D. Section 260553 - Electrical Identification.

1.3 REFERENCES

A. ANSI C80.1 - Rigid Steel Conduit, Zinc Coated.

B. ANSI C80.3 - Electrical Metallic Tubing, Zinc Coated.

C. ANSI/NEMA FB 1 - Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit and Cable Assemblies.

D. ANSI/NFPA 70 - National Electrical Code.

E. NECA "Standard of Installation."

1.4 DESIGN REQUIREMENTS

A. Conduit Size: ANSI/NFPA 70.

1.5 SUBMITTALS

A. Submit under provisions of Division 1.

B. Product Data: Provide for each type of conduit listed.

1.6 PROJECT RECORD DOCUMENTS

A. Submit under provisions of Division 1.

B. Accurately record routing of conduits larger than 2 inches.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, protect, and handle Products to site under provisions of Division 1.

1. Accept conduit on site. Inspect for damage.

B. Protect conduit from corrosion and entrance of debris by storing above grade. Provide appropriate covering.

1.8 PROJECT CONDITIONS

A. Verify routing and termination locations of conduit prior to rough-in.

B. Conduit routing is shown on Drawings in approximate locations unless dimensioned. Route as required to complete wiring system.

PART 2 - PRODUCTS

2.1 CONDUIT REQUIREMENTS

A. Minimum Size: 1/2 inch except that minimum size for fire alarm and telecommunications system conduits shall be 3/4 inch.

B. Conduit Schedule:

C. Concealed: Use rigid steel conduit, intermediate metal conduit or electrical metallic tubing.

D. Exposed eight feet or below: Use rigid steel conduit or intermediate metal conduit except that EMT may be used where branch circuits connect to the top of a surface mounted panel below eight feet.

E. Exposed above eight feet and not subject to physical damage: Rigid steel conduit, intermediate metal conduit, or electrical metallic tubing.

2.2 METAL CONDUIT

A. Manufacturers:
1. Allied Tube and Conduit.
2. Republic Conduit.
3. Wheatland Tube Co.

B. Rigid Steel Conduit: ANSI C80.1.

C. Intermediate Metal Conduit (IMC): Rigid steel.

D. Fittings and Conduit Bodies: ANSI/NEMA FB 1; threaded type material to match conduit. Split couplings are not acceptable.

2.3 FLEXIBLE METAL CONDUIT

A. Manufacturers:
1. Alflex Corp
2. Allied Tube & Conduit
3. AFC Cable Systems

B. Description: Interlocked steel construction.

C. Fittings: ANSI/NEMA FB 1. Connectors; insulated throat type.

2.4 LIQUIDTIGHT FLEXIBLE METAL CONDUIT

A. Manufacturers:

1. Alflex Corp.
2. Allied Tube & Conduit
3. AFC Cable Systems

B. Description: Interlocked steel construction with PVC jacket.

C. Fittings: ANSI/NEMA FB 1. Connectors; insulated throat type.

2.5 ELECTRICAL METALLIC TUBING (EMT)

A. Manufacturers:
1. Allied Tube and Conduit.
2. Republic Conduit.
3. Wheatland Tube Co.

B. Description: ANSI C80.3; galvanized tubing.

C. Fittings and Conduit Bodies: ANSI/NEMA FB 1; plated steel hexagonal compression, insulated throat type. No pot metal, set screw, or indented type fittings shall be utilized.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install conduit in accordance with NECA "Standard of Installation.

B. "Provide suitable nylon pull string in each empty conduit except sleeves and nipples.

C. Use suitable plastic slip caps to protect installed conduit against entrance of dirt and moisture.

D. Ground and bond conduit under provisions of Section 16170.

E. Where concentric, eccentric, or over-sized knockouts are encountered, a grounding type insulated bushing shall be provided.

F. Electrical metallic-tubing shall not be installed where exposed to severe physical damage.

G. Utilize liquid tight flexible metal conduit for connection to motors.

H. Identify conduit under provision of Section 16195.

I. IMC and GRC shall terminate with either a double locknut/bushing set, or in a threaded hub.

3.2 CONDUIT SUPPORTS

A. Arrange supports to prevent misalignment during wiring installation.

B. Support conduit using coated steel or malleable iron straps, lay-in adjustable hangers, clevis hangers, and split hangers.

C. Group related conduits; support using conduit rack. Construct rack using steel channel.

D. Fasten conduit supports to building structure and surfaces under provisions of Section 260529.

E. Do not support conduit with wire or perforated pipe straps. Remove wire used for temporary supports.

F. Do not attach conduit to ceiling support wires.

G. Arrange conduit to maintain headroom and present neat appearance.

H. Conduit Supports:
   1. Rigid Steel, IMC, and EMT: Conduit or tubing shall be fastened in place on not more than 10 feet on center, within 1 foot of changes in direction, and within 3 feet of connection to outlet boxes, junction boxes, cabinets, or fittings.
   2. Flexible Conduit: Fasten not more than 4 1/2 feet on center and within 12 inches of connections to outlet boxes, junction boxes, cabinets, or fittings.

3.3 ROUTING

A. Route exposed conduit parallel and perpendicular to walls.

B. Route conduit installed above accessible ceilings parallel and perpendicular to walls.

C. Maintain adequate clearance between conduit and piping.

D. Maintain 12 inch clearance between conduit and surfaces with temperatures exceeding 104 degrees F.

E. Conduit wall penetrations shall be perpendicular to the plane of the wall.

F. Install conduit to preserve fire resistance rating of partitions, floors, and ceilings.

3.4 CONDUIT FITTINGS

A. Cut conduit square using saw or pipecutter; de-burr cut ends.

B. Bring conduit to shoulder of fittings; fasten securely.

C. Install no more than equivalent of four 90-degree bends between boxes. Use conduit bodies to make sharp changes in direction, as around beams. Use factory elbows for bends in metal conduit larger than 2-inch size.

D. Provide suitable fittings to accommodate expansion and deflection where conduit crosses control and expansion joints.

E. Limit the use of "LB's" where possible. Where necessary to use "LB's" sized above 2 inches, mogul units shall be installed.

END OF SECTION 260532

SECTION 260533 - BOXES

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Wall and ceiling outlet boxes.

B. Pull and junction boxes.

1.2 RELATED SECTIONS

A. Section 262726 - Wiring Devices.

1.3 REFERENCES

A. NECA - Standard of Installation.

B. ANSI/NEMA FB 1 - Fittings and Supports for Conduit and Cable Assemblies.

C. ANSI/NEMA OS 1 - Sheet-Steel Outlet Boxes, Device Boxes, Covers, and Box Supports.

D. ANSI/NFPA 70 - National Electrical Code.

E. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum).

1.4 SUBMITTALS

A. Submit under provisions of Division 1.

B. Product Data: Provide for each type of box; provide flush floor box manufacturer's catalog information showing dimensions, ratings, configuration and construction.

1.5 PROJECT RECORD DOCUMENTS

A. Submit under provisions of Division 1.

B. Accurately record locations and mounting heights of outlet, pull and junction boxes.

1.6 PROJECT CONDITIONS

A. Verify field measurements are as shown on Drawings.

B. Electrical boxes are shown on Drawings in approximate locations unless dimensioned. Install at location required for box to serve intended purpose.

PART 2 - PRODUCTS

2.1 OUTLET BOXES

A. Cast Boxes: NEMA FB 1, Type FD, cast iron or ferrous alloy. Provide threaded hubs.

2.2 PULL AND JUNCTION BOXES

A. Sheet Metal Boxes: NEMA OS 1, galvanized steel with screw cover.

B. Surface-Mounted Cast Metal Box: NEMA 250, Type 4; flat-flanged, surface-mounted junction box.
   1. Material: Galvanized cast iron or ferrous alloy.
   2. Cover: Furnish with ground flange, neoprene gasket, and stainless steel cover screws.

C. Size: Minimum size as required by NFPA 70.

PART 3 - EXECUTION

3.1 SCHEDULE

A. Use cast outlet, pull, and junction boxes where dimensions are nominal 4 inches by 4 inches or less and boxes are installed:
   1. In exterior locations.
   2. In interior dry locations where surface mounted at or below 8 feet AFF.
   3. Boxes installed in wet locations shall have gasketed covers by box manufacturers. Covers for surface mounted boxes shall be galvanized cast ferrous metal or ferrous alloy.

B. Junction boxes surface mounted above 8 feet, mounted above ceilings, or with dimensions greater than those described above shall be galvanized steel.

3.2 INSTALLATION

A. Install boxes in accordance with NECA "Standard of Installation".

B. Install electrical boxes as shown on Drawings, and as required for splices, taps, wire pulling, equipment connections and compliance with the NFPA 70 and other regulatory requirements.

C. Install electrical boxes to maintain headroom and to present neat mechanical appearance.

D. Install pull boxes and junction boxes above accessible ceilings and in unfinished areas.

3.3 CLEANING

A. Clean interior of boxes to remove dust, debris, and other material.

B. Clean exposed surfaces and restore finish.

END OF SECTION 260533

SECTION 260553- ELECTRICAL IDENTIFICATION

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Nameplates.

B. Wire markers.

C. Wire color coding.

1.2 RELATED SECTIONS

A. Section 099100 - Painting.

1.3 REFERENCES

A. ANSI/NFPA 70 - National Electrical Code.

PART 2 - PRODUCTS

2.1 NAMEPLATES

A. Nameplates: Engraved laminated phenolic. Edges shall be chamfered. Minimum size shall be 1 inch high by 2.5 inches wide. Nameplates shall identify the equipment or equipment served, voltage and phase, and shall indicate the source of the feeder circuit.

B. Locations: Major items of electrical equipment including panelboards, enclosed motor controllers, enclosed switches, and transformers.

C. Letter Size: 1/2 inch high.

D. Color:
1. Blue surface with white core for 208Y/120 volt equipment.
2. Black surface with white core for 480Y/277 volt equipment.
3. Bright red surface with white core for all equipment related to fire alarm system.
4. Orange surface with white core for all equipment related to telephone systems.

2.2 WARNING SIGNS

A. Equipment Containing Voltage from Multiple Sources: A phenolic sign with engraved lettering shall be mounted on or adjacent to the apparent disconnecting means stating "WARNING. PARTS OF THE CONTROLLER (OR OTHER EQUIPMENT) ARE NOT DE-ENERGIZED BY THIS SWITCH".

2.3 WIRE MARKERS

A. Manufacturers
1. Seton Name Plate Co.
2. Thomas & Betts
3. 3M Electrical Products Div.

B. Description: Tape type wire markers.

C. Locations: Each conductor at panelboard gutters, pull boxes, junction boxes and each load connection. Provide markers on each side of bundled conductors within an enclosure.

D. Legend:
1. Power and Lighting Circuits: Branch circuit or feeder number indicated on drawings.
2. Control Circuits: Control wire number indicated on schematic and interconnection diagrams furnished with equipment.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install nameplate parallel to equipment lines.

B. Secure nameplate to equipment front using self-tapping stainless steel screws.

C. Identify conduit by marking circuit number on conduit with a permanent marker.

3.2 WIRE COLOR CODING

A. Color coding is required for all service, feeder, branch, control, and signaling circuit conductors. Color shall be green for grounding conductors. The color of the ungrounded and neutral conductors shall be as follows:
1. 208Y/120 volt, 3 phase, 4 wire system
   a. Phase A Black
   b. Phase B Red
   c. Phase C Blue
   d. Neutral White

2. 480Y/277 volt, 3 phase, 4 wire system
   a. Phase A Brown
   b. Phase B Orange
   c. Phase C Yellow
   d. Neutral Gray
3. Conductors #8 (AWG) and smaller shall be factory color coded.
4. Conductors #6 (AWG) and larger may be identified with plastic tape of the proper color.

3.3 BOX IDENTIFICATION

A. All cover plates of junction boxes for power wiring shall be legibly marked with permanent marker to clearly indicate panelboard origin and circuit number of all phase conductors enclosed.

B. All junction and pull box covers and exterior visible surfaces shall be painted with colors to match the color scheme heretofore outlined under "NAMEPLATES". This includes boxes and covers above accessible ceilings and access panels.

C. Secure nameplate to equipment with self-tapping stainless steel screws. Embossed, self-adhesive plastic tape is not acceptable for marking equipment.

3.4 SPARE CONDUIT IDENTIFICATION

A. All empty conduit runs and conduit with conductors for future use shall be identified for use and shall indicate where they terminate. Identification shall be by tags with string or wire attached to conduit or outlet.

3.5 PAINTING

A. Painting for identification of products installed under the Electrical Contract shall be provided by the Electrical Contractor under provisions of Section 09900.

END OF SECTION 260553

SECTION 262726 - WIRING DEVICES

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Wall switches.

B. Receptacles.

C. Device plates.

1.2 RELATED SECTIONS

A. Section 260533- Boxes.

1.3 REFERENCES

A. NECA - Standard of Installation.

B. NEMA WD 1 - General Requirements for Wiring Devices.

C. NEMA WD 6 - Wiring Device - Dimensional Requirements.

D. NFPA 70 - National Electrical Code.

1.4 SUBMITTALS

A. Submit under provisions of Division 1.

B. Product Data: Provide manufacturer's catalog information showing dimensions, colors, and configurations.

1.5 PROJECT RECORD DOCUMENTS

A. Submit under provisions of Division 1.

B. Accurately record locations of all wiring devices.

PART 2 - PRODUCTS

2.1 WALL SWITCHES

A. Manufacturers:
1. Hubbell
2. Pass & Seymour
3. Leviton
4. Arrow Hart

B. Description: NEMA WD 1, heavy-duty AC only general-use snap switch, grounding type, with hex-head grounding screw, to be connected to the green grounding conductor, quiet operating mechanism without use of mercury switches.

C. Device Body: Brown plastic toggle handle.

D. Voltage Rating: 120-277 volts, AC only.

E. Current Rating: 20 amperes.

2.2 RECEPTACLES

A. Manufacturers:
1. Hubbell
2. Pass & Seymour
3. Leviton
4. Arrow Hart

B. Description: NEMA WD I.101968; specification grade receptacle, grounding type, with hex-head grounding screw to be connected to the green grounding conductor, arranged for back and side wiring with separate grounding terminals. Self-grounding or automatic type grounding receptacles are not acceptable.

C. Device Body: Brown plastic.

D. Rating: 20A, 125 volts.

E. Configuration: NEMA WD 6.

F. Convenience Receptacle: Type 5-20R.

G. GFCI Receptacle: Convenience receptacle with integral ground fault circuit interrupter to meet regulatory requirements.

2.3 DEVICE PLATES

A. Device Plates: Galvanized cast ferrous metal or ferrous alloy, standard size.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify outlet boxes are installed at proper height.

B. Verify that branch circuit wiring installation is completed, tested, and ready for connection to wiring devices.

3.2 PREPARATION

A. Clean debris from outlet boxes.

3.3 INSTALLATION

A. Install products in accordance with NECA "Standard of Installation".

B. Install devices plumb and level.

C. Install switches with "OFF" position down.

D. Connect wiring device grounding terminal to outlet box with bonding jumper and to branch circuit equipment grounding conductor.

E. Install galvanized steel plates on junction boxes in areas above accessible ceilings.

3.4 MOUNTING HEIGHTS

A. Install new receptacles 24" above finished floor or roof surface unless otherwise noted. Receptacles in elevator pits shall be aligned with branch circuit conduit serving pit lights. Mounting heights are to center of device.

3.5 FIELD QUALITY CONTROL

A. Inspect each wiring device for defects.

B. Operate each wall switch with circuit energized and verify proper operation.

C. Verify that each receptacle device is energized.

D. Test each receptacle device for proper polarity.

E. Test each GFCI receptacle device for proper operation.

END OF SECTION 262726

SECTION 262819 - ENCLOSED SWITCHES

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Fusible switches.

B. Fuses.

1.2 RELATED SECTIONS

A. Section 260529 - Supporting Devices.

B. Section 260553 - Electrical Identification.

1.3 REFERENCES

A. NECA Standard of Installation.

B. NEMA FU1-Low Voltage Cartridge Fuses.

C. NEMA KS 1 - Enclosed and Miscellaneous Distribution Equipment Switches (600 volts maximum).

D. NFPA 70 - National Electrical Code.

E. NETA ATS - Acceptance Testing Specifications for Electrical Power Distribution Equipment and Systems (published by the International Electrical Testing Association).

F. UL 198E - Class R fuses.

1.4 SUBMITTALS

A. Submit under provisions of Division 1.

B. Product Data: Provide switch ratings and enclosure dimensions.

1.5 OPERATION AND MAINTENANCE DATA

A. Submit under provisions of Division 1.

1.6 PROJECT RECORD DOCUMENTS

A. Submit under provisions of Division 1.

B. Record switch locations; indicate switch ratings.

1.7 EXTRA MATERIALS

A. Furnish under provisions of Division 1.

B. Provide three of each size and type fuse installed.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Square D Co.

B. Siemens Energy & Automation Inc.

C. Cutler Hammer.

D. General Electric Co.

2.2 ENCLOSED SWITCHES

A. Fusible Switch Assemblies: NEMA KS 1, heavy duty load interrupter enclosed knife switch with non-teasible, positive, quick make-quick break mechanisms. Externally operable handle shall be interlocked to prevent opening front cover with switch in ON position except by operating a permissive release device. Handle lockable in ON or OFF position. Fuse clips: Designed to accommodate Class RK fuses, with rejection feature.

B. Enclosures: As indicated on the drawings.

2.3 FUSES

A. Manufacturers:
1. Bussmann
2. Gould Shawmut
3. Littlefuse

B. Description: Current limiting, one-time fuse, UL 198E, Class RK 5, 250 volt or 600 volt as applicable. Use time delay fuses for motor loads

C. Interrupting Rating: 200,000 rms amperes.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install in accordance with NECA "Standard of Installation".

B. Height 5 ft. to center of operating handle, or as otherwise required to fit the space.

C. Install switches plumb. Attach to wall in accordance with Section 260529.

D. Install fuses in fusible disconnect switches. Install fuses with label oriented such that manufacturer, type, and size are easily read.

E. Provide engraved plastic nameplates under provisions of Section 260553.

END OF SECTION 262819

SECTION 262823 - ENCLOSED CIRCUIT BREAKER

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Enclosed circuit breakers.

1.2 RELATED WORK

A. Section 260529 - Supporting Devices.

B. Section 260553 - Electrical Identification: Engraved nameplates.

1.3 REFERENCES

A. NECA (National Electrical Contractors Association) "Standard of Installation."

B. NEMA AB 1 - Molded Case Circuit Breakers.

C. NFPA 70 - National Electrical Code.

1.4 SUBMITTALS

A. Submit under provisions of Division 1.
   1. Product Data: Provide circuit breaker ratings and enclosure dimensions.
   2. Manufacturer's Instructions: Indicate application conditions and limitations of use stipulated by Product testing agency specified under Regulatory Requirements. Include instructions for storage, handling, protection, examination, preparation, installation, and starting of Product.
   3. Ground Fault Performance Test: Submit written test report to engineer. A copy of the report shall be made available to the Authority Having Jurisdiction.

1.5 OPERATION AND MAINTENANCE DATA

A. Submit under provisions of Division 1.
   1. Maintenance Data: Include spare parts data listing; source and current prices of replacement parts and supplies; and recommended maintenance procedures and intervals.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Schneider Electric.

B. Siemens Energy & Automating Corp.

C. Cutler Hammer

D. General Electric Co.

2.2 MOLDED CASE CIRCUIT BREAKER

A. Circuit Breaker: NEMA AB 1.

2.3 PRODUCT OPTIONS AND FEATURES

A. Provide Ground Fault Protection.

B. Provide grounding lug in each enclosure.

C. For service entrance equipment provide load side lugs suitable for connection of two conductors per phase; one set of conductors to be installed to the surge protective device and the other set of conductors to be installed to the automatic transfer switch.

2.4 ENCLOSURE

A. Enclosure: NEMA AB 1, Type: as specified on drawing.

B. Manufacturer's standard enamel finish.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install enclosed circuit breakers where indicated, in accordance with manufacturer's instructions.

B. Install enclosed circuit breakers plumb. Provide supports in accordance with Section 260529.

C. Height: 5 ft. to operating handle.

D. Provide engraved plastic nameplates under the provisions of Division 1.

3.2 FIELD QUALITY CONTROL

A. Field inspection and testing will be performed under provisions of Division 1.

B. Inspect and test each circuit breaker to NEMA AB 1.

C. Inspect each circuit breaker visually.

D. Perform at least 10 mechanical On-OFF operations on each circuit breaker.

E. Verify circuit continuity on each pole in closed position.

F. Conduct a ground fault performance test in accordance with instructions provided with equipment.

G. Include description of testing and results in test report.

3.3 ADJUSTING

A. Adjust work under provisions of Division 1.

END OF SECTION 262823

SECTION 265100 - INTERIOR LUMINAIRES

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Interior luminaires and accessories.

B. Emergency lighting units.

C. Ballasts.

D. Lamps.

1.2 REFERENCES

A. ANSI C82.1 - Ballasts for Fluorescent Lamps - Specifications.

B. ANSI/NFPA 70 - National Electrical Code.

C. ANSI/NFPA 101 - Life Safety Code.

1.3 SUBMITTALS

A. Submit under provisions of Division 1.

B. Product Data: Provide dimensions, ratings, and performance data.

C. Submit manufacturer's installation instructions. Indicate application conditions and limitations of use stipulated by Product testing agency specified under Regulatory Requirements. Include instructions for storage, handling, protection, examination, preparation, and installation of Product.

1.4 PROJECT RECORD DOCUMENTS

A. Submit under provisions of Division 1.

B. Accurately record actual locations of each luminaire.

1.5 OPERATION AND MAINTENANCE DATA

A. Submit under provisions of Division 1.

B. Product Data: Provide lamp requirements, listing of available accessories, and photometric data.

C. Maintenance Data: Include source and current prices of accessories and recommended cleaning and maintenance procedures.

1.6 QUALIFICATIONS

A. Electronic Ballast Manufacturer: Company specializing in manufacturing electronic ballasts with minimum five years' experience.

1.7 WARRANTIES

A. Provide five (5) years warranty on electronic ballasts.

B. Emergency Egress Luminaires: The entire unit shall be warranted for three (3) years. The battery must have an additional two (2) more years' pro-rated warranty.

C. Warranties shall start from the date of project final acceptance. The warranties shall be included in the project closeout documents.

PART 2 - PRODUCTS

2.1 LUMINAIRES

A. Furnish products as specified in schedule on Drawings.

2.2 EMERGENCY EGRESS LUMINAIRES

A. Unit shall be completely self-contained, provided with maintenance-free 12 volt battery, automatic charger, two lamps, and other features. Fixture shall be third-party listed as emergency lighting equipment, and meet or exceed the following standards: NEC, N.C. Building Code, Volume X Energy Code, NFPA-101, and NEMA Standards.

B. Additional Features: Provide a pilot light to indicate the unit is connected to AC power. The battery shall have a high rate charge pilot light, unless self-diagnostic type. Provide a test switch to simulate the operation of the unit upon loss of AC power by energizing the lamps from the battery. This simulation must also exercise the transfer relay.

C. If a fluorescent emergency unit is used, an LED charging indicator light must be easily visible after installation and a remote test switch shall be installed adjacent to the fixture.

D. Battery: The battery shall be sealed, maintenance free type, with minimum of 90 minutes operating endurance. It must have a normal life expectancy of 10 years. Batteries shall be a high temperature type with an operating range of 0 degree C to 60 degrees C and contain a resealable pressure vent, a sintered + positive terminal and - negative terminal.

E. Charger: The charger shall be fully automatic solid state type, full wave rectifying, with current limiting. The charger shall restore the battery to its full charge within 24 hours after a discharge of 90 minutes under full rated load. The unit shall be activated when the voltage drops below 80%. A low voltage disconnect switch shall be included if a LEAD battery is used, to disconnect the battery from the load and prevent damage from a deep discharge during extended power outage.

F. Unit Test: The Contractor shall perform a test on each unit after it is permanently installed and charged for a minimum of 24 hours. The battery shall be tested for 90 minutes. The battery test shall be done 10 days prior to final inspection by the State Construction Office. Any unit which fails the test must be repaired or replaced, and tested again. A copy of the test report shall be sent to the State Construction Office.

2.3 LAMPS

A. Manufacturers:
   1. General Electric.
   2. Philips Lighting Co.
   3. Sylvania.

B. Fluorescent lamps shall have a color temperature of 3500° K and minimum color rendering index of 80.

C. Lamp type and wattage shall be as indicated on drawings.

D. Fluorescent lamps shall comply with EPA Guidelines regarding the Toxicity Characteristic Leaching Procedure (TCLP).

2.4 BALLASTS

A. Ballasts shall be factory installed.

B. Ballast for 32W T8 lamps shall be high frequency electronic type.
   1. Manufacturers:
      a. Motorola.
      b. Osram/Sylvania.
      c. GE/Valmont.
      d. Magnatek.
   2. Electronic ballasts shall meet the following criteria:
      a. "Sound Rated A", UL listed Class P and meet or exceed ANSI C82.11 requirements.
      b. Lamp current crest factor shall be equal to or less than 1.7.
      c. Ballast design shall withstand line transients per IEEE 587, Category A.
      d. Ballast case temperature shall not exceed 25 degrees C rise over 40 degrees C ambient.
      e. Ballasts shall meet FCC Rules and Regulations, Part 18.
      f. Ballasts shall have Power Factor of .90 or higher.
      g. Input current third harmonics shall not exceed ANSI recommendations (32% total harmonic distortion, 27.5% of the third triplets).
      h. Flicker shall be 15% or less with any lamp suitable for the ballast.
      i. Parallel wiring shall be provided between the ballast and fixture.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrate and supports for luminaires.

B. Examine each luminaire to determine suitability for lamps specified.

3.2 INSTALLATION

A. Install in accordance with manufacturer's instructions.

B. Locate luminaires as indicated.

C. Install surface mounted luminaires plumb and adjust to align with building lines and with each other. Secure to prohibit movement.

D. Install wall mounted luminaires at height as indicated on Drawings.

E. Install accessories furnished with each luminaire.

F. Make wiring connections to branch circuit using building wire with insulation suitable for temperature conditions within luminaire.

G. Bond products and metal accessories to branch circuit equipment grounding conductor.

H. Install specified lamps in each luminaire.

I. Emergency egress luminaire shall be connected to un-switched conductor of circuit from which it is fed.

3.3 FIELD QUALITY CONTROL

A. Operate each luminaire after installation and connection. Inspect for proper connection and operation.

3.4 ADJUSTING

A. Adjust Work under provisions of Division 1.

B. Relamp luminaires which have failed lamps at time of Substantial Completion.

C. Aim and adjust luminaires to perform their intended function.

3.5 CLEANING

A. Clean Work under provisions of Division 1.

B. Clean electrical parts to remove conductive and deleterious materials.

C. Remove dirt and debris from enclosure.

D. Clean photometric control surfaces as recommended by manufacturer.

E. Clean finishes and touch up damage.

END OF SECTION 265100

SECTION 283100 - FIRE ALARM SYSTEMS

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Expansion and modification of existing Fire Alarm System with new initiating and signaling appliances.

B. Expansion of existing Fire Alarm Detection and Annunciation systems should comply with the following standards, latest edition:
1. National Electric Code.
2. NFPA-72.
3. NC Department of Insurance Requirements for Fire Detection and Alarm Systems. A copy of this document containing relevant criteria contained in NCDOI document "Fire Detection and Alarm Systems" has been appended to these specifications.
4. NC State Fire Alarm System Standard located below in these design guidelines.

1.2 SYSTEM DESCRIPTION

A. Provide expansion to existing addressable fire alarm panel, all conduit, outlet boxes, fittings, horn/strobes, and control modules necessary for a fully functioning, fail-safe, supervised, annunciated system.

B. The existing fire alarm control panel is a Gamewell 600 series. All new components of the fire alarm system shall be new and UL listed for use with the existing system.

1.3 SUBMITTALS

A. Submit under provisions of Division 1.

B. Shop Drawings: Provide system wiring diagram showing each device and wiring connection required.

C. Product Data: Provide electrical characteristics and connection requirements. Include a copy of system battery sizing calculations with the shop drawing submittal to the engineer.
1. Use manufacturer's battery discharge curve to determine expected battery voltage after 60 hours of providing standby power. Then use calculated Notification Appliance Circuit current draw in the alarm mode to determine expected voltage drop at EOL, based on conductor resistance per manufacturer's data sheet or NEC 2000, Table 8. Remember to double the ohms per foot since two conductors are required to power the circuit.
2. Also, add any inherent voltage drop caused by the system's power supply. The voltage drop at EOL must not exceed 14% of the expected battery voltage, after the required standby time plus alarm time. (Typically, for a 24 volt system, this limits the voltage drop from the battery to the EOL to 3 volts). Determine "worst case" voltage at far end of each NAC, by subtracting its calculated V-drop from the expected battery voltage. The result must be no less than the minimum listed operating voltage for the alarm notification appliances used.
3. All of these calculations must be placed on a dedicated sheet of as-built drawings, for future reference by fire alarm service technicians. NAC voltage drop is to be verified during system tests.

D. Test Reports: Indicate satisfactory completion of required tests and inspections.

E. Manufacturer's Installation Instructions: Indicate application conditions and limitations of use stipulated by Product testing agency. Include instructions for storage, handling, protection, examination, preparation, installation, and starting of products.

F. Operational Certificate: Certification that the system is fully operational and complies with current code requirements.

1.4 PROJECT RECORD DOCUMENTS

A. Submit under provisions of Division 1.

B. Record actual locations of initiating devices, signaling appliances, auxiliary devices, and line transient surge protectors.

1.5 OPERATION AND MAINTENANCE DATA

A. Submit under provisions of Division 1.

B. Operation Data: Operating instructions.

C. Maintenance Data: Maintenance and repair procedures.

1.6 QUALIFICATIONS

A. Installer: Company specializing in installing the products specified in this section with minimum ten years of experience, trained and certified by fire alarm system manufacturer.

1.7 WARRANTY

A. Warranty and Preventive Maintenance Requirements – System shall have a 12-month warranty period to include all installed or delivered hardware and software.

PART 2 - PRODUCTS

2.1 NOTIFICATIONAPPLIANCES:

A. Strobe Lights shall be located as shown on the drawings. Strobe lights indicated for use at exterior of the building shall be mounted at the indicated elevation and listed for use is wet locations. Strobe lights shall have the following specifications:
1. Voltage: Strobe lights shall operate on 24 VDC nominal.
2. The flash rate shall not exceed two flashes per second (2 Hz) nor be less than one flash every second (1 Hz) throughout the listed voltage range of the appliance.
3. Wall-mounted appliances shall be mounted such that the entire lens is not less than 80 in. and not greater than 96 in. above the finished floor.
4. Ceiling-mounted appliances shall be in accordance with the current NFPA 72.
5. Spacing and candela of devices shall be in accordance with the current NFPA 72.
6. Strobe lights are not required in stairs.

B. Audible/Visual Combination Devices:
1. Wall-mounted appliances shall be mounted such that the entire lens is not less than 80 in. and not greater than 96 in. above the finished floor. Spacing and candela of devices shall be in accordance with the current NFPA 72.
2. The standard audible evacuation signal shall be the three-pulse temporal pattern described in NFPA 72.
3. Alarm notification appliance circuits are to be Class "B". The load connected to each

circuit must not exceed 60% of rated module output. Shop drawings must show calculated NAC current draw and voltage drop at the EOL.

4. Addressable audible/visual devices may be used only if they are compatible with the main FACP and do not require any additional panels.

C. All Notification Appliances shall be clearly labeled with NAC panel and circuit number.

2.2 MISCELLANEOUS SYSTEM ITEMS

A. Addressable Control Module: Addressable Control Modules shall be provided to supervise and control the operation of one conventional Notification Appliance Circuit (NAC) of compatible, 24 VDC powered, polarized Audio/visual (AV) Notification Appliances. For fan shutdown and other auxiliary control functions, the control module may be set to operate as a dry contract relay.

B. Isolator Module: To minimize the impact of a wiring fault (short), isolation modules or (if the ceiling height is <10 feet) isolator base type initiating devices shall be provided as follows: After each 25 devices and control points on any addressable circuit. For each addressable circuit that extends outside the building walls. In or immediately adjacent to the FACP, at each end of the addressable loop. These two isolators must be in the same room as the FACP and within 15 feet. But they shall not be mounted inside the FACP. For loops covering more than one floor, install isolator at terminal cabinet on each floor (with additional isolator[s] on any floor with over 25 addresses).

1. Operation: Isolator Modules shall operate such that if a wire-to-wire short occurs, the Isolator module shall automatically open-circuit (disconnect) the SLC loop. When the short circuit condition is corrected; the Isolator Module shall automatically reconnect the isolated section. The Isolator Modu1e shall not require any address setting, and its operations shall be totally automatic. It shall not be necessary to replace or reset an Isolator Module after its normal operation.

2.3 FIRE ALARM WIRE AND CABLE

A. Fire Alarm Power Branch Circuits: Building wire as specified in Section 260519. All fire alarm wiring shall be installed in ¾"C.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install products in accordance with manufacturer's instructions.

B. Install manual station with operating handle 48 inches above floor. Install audible and visual signal devices 80 inches above floor or 6" below ceiling whichever is lower.

C. Use 14 AWG minimum size conductors for fire alarm detection and 12 AWG minimum size for signal circuit conductors.

D. Install all wiring in conduit.

3.2 DOCUMENTATION

A. The Contractor shall provide to the Engineer two bound copies of the following technical information for the additions to the fire alarm system provided under this contract, for transmittal to the Owner: (1) As-built wiring diagram showing loop numbers and device addresses, plus equipment terminal numbers, (2) Manufacturer's detailed maintenance

requirements, (3) Technical literature on isolation modules, alarm/supervisory signal initiating devices, alarm notification appliances, relays, etc.

B. The manufacturer, or authorized distributor, must maintain software version (VER) records on the system installed. The system software shall be upgraded free of any charge if a new VER is released during the warranty period. For new VER to correct operating problems, free upgrade shall apply during the entire life of the system.

C. The NFPA 72 "Record of Completion" shall be framed and permanently mounted at the FACP or its location shall be permanently indicated there by engraved label. If the Owner concurs it may instead be affixed to the inside of the FACP door.

END OF SECTION 283100

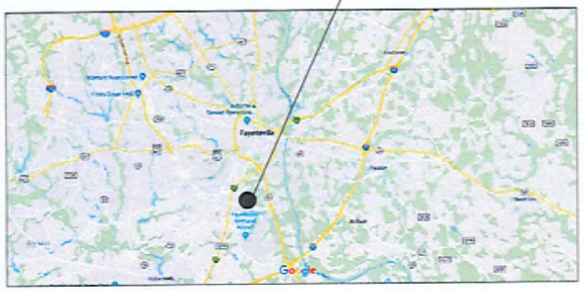
CUMBERLAND COUNTY CROWN COLISEUM
ELEVATOR MODERNIZATION

1960 COLISEUM DRIVE. FAYETTEVILLE, NC 28306
CUMBERLAND COUNTY, NC

WOOTEN NO.2877-M
MAY 19, 2023

Wooten
120 North Boylan Avenue • Raleigh, NC 27603-1423
(919) 828-0531 • thewootencompany.com
License Number : F-0115

CUMBERLAND COUNTY
CROWN COLISEUM
1960 COLISEUM DRIVE
FAYETTEVILLE, NC 28306

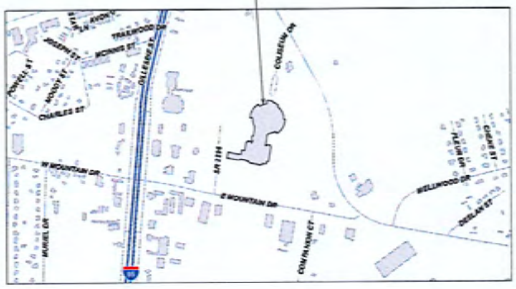


VICINITY MAP
NOT TO SCALE

INDEX OF DRAWINGS

CO	COVER SHEET
G100	BUILDING DATA SHEET
A101	ELEVATOR #1 PLANS AND CAB ELEVATIONS
A102	ELEVATOR #2 PLANS AND CAB ELEVATIONS
A103	ELEVATOR #1&#2 SHAFT SECTIONS AND DETAILS
E100	ELECTRICAL COVER SHEET
E101	ELECTIRICAL PLANS

CUMBERLAND COUNTY
CROWN COLISEUM
1960 COLISEUM DRIVE
FAYETTEVILLE, NC 28306



LOCATION MAP
NOT TO SCALE

2016 APPENDIX B
BUILDING CODE SUMMARY
FOR ALL COMMERCIAL PROJECTS
(EXCEPT 1 AND 2-FAMILY DWELLINGS AND TOWNHOUSES)
(Reproduce the following data on the building plans sheet 1 or 2)

Name of Project: Cumberland County Crown Coliseum Elevator Modernization
Address: 1960 Coliseum Drive Fayetteville NC Zip Code: 28306
Owner/Authorized Agent: Jennifer M. Maher Phone # (910)323-6400 E-Mail: MAHER@COLISEUMFAYETTEVILLE.COM
Owned By: ☒ City/County ☐ Private ☐ State
Code Enforcement Jurisdiction: ☐ City ☐ County ☐ State

CONTACT: Russell C. Poulton

DESIGNER	FIRM	NAME	LICENSE #	TELEPHONE #	E-MAIL
Architectural	The Wooten Company	Russell C. Poulton	[illegible]	(910)323-1123	rpoulton@thewootencompany.com
Civil	N/A			/	
Electrical	The Wooten Company	Robert E. Tyler	16701	(910)323-1123	rtyler@thewootencompany.com
Fire Alarm	The Wooten Company	Robert E. Tyler	16701	(910)323-1123	rtyler@thewootencompany.com
Plumbing	N/A			/	
Mechanical	The Wooten Company	Frank L. Pope	17709	(910)323-1123	fpope@thewootencompany.com
Sprinkler-Standpipe				/	
Structural				/	
Retaining Walls >5' High				/	
Other				/	

(*Other* should include firms and individuals such as truss, precast, prestressed, interior designers, etc.)

2010 NC BUILDING CODE: ☐ New Building ☐ Shell/Core ☐ 1st Time Interior Completions ☐ Addition ☐ Phased Construction — Shell Core
2010 EXISTING BUILDING CODE: ☐ Prescriptive ☐ Repair ☐ Chapter 14 ☒ Alteration Level 1 ☐ Alteration Level 2 ☐ Alteration Level 3 ☐ Historic Property ☐ Change of Use

CONSTRUCTED: (date) pre CURRENT OCCUPANCY(S) (Ch.3): Assembly
RENOVATED: (date) N/A PROPOSED OCCUPANCY(S) (Ch.3): Assembly
RISK CATEGORY (Table 1604.5): Current: ☐ I ☐ II ☒ III ☐ IV
Proposed: ☐ I ☐ II ☒ III ☐ IV

BASIC BUILDING DATA
Construction Type: (check all that apply) ☐ I-A ☐ I-B ☒ II-A ☐ II-B ☐ III-A ☐ III-B ☐ IV ☐ V-A ☐ V-B
Sprinklers: ☐ No ☐ Partial ☐ Yes ☐ NFPA 13 ☐ NFPA 13R ☐ NFPA 13D
Standpipes: ☐ No ☐ Yes Class: ☐ I ☐ II ☐ III ☐ Wet ☐ Dry
Primary Fire District: ☐ No ☐ Yes Flood Hazard Area: ☐ No ☐ Yes
Special Inspections Required: ☐ No ☐ Yes (Contact the local inspection jurisdiction for additional procedures and requirements.)

GROSS BUILDING AREA: (INCHARGE)

FLOOR	EXISTING (SQ FT)	NEW (SQ FT)	SUB-TOTAL
3rd Floor	N/A		N/A
2nd Floor	N/A		N/A
Mezzanine	N/A		N/A
1st Floor	N/A		N/A
Lower Level	N/A		N/A
TOTAL	258,477 Gross Sq. Ft. (Approximate)		258,477 Gross Sq. Ft. (Approximate)

ALLOWABLE AREA: (INCHARGE)

Primary Occupancy Classification(s):
- Assembly ☐ A-1 ☒ A-2 ☐ A-3 ☐ A-4 ☐ A-5
- Business ☐
- Educational ☐
- Factory ☐ F-1 Moderate ☐ F-2 Low
- Hazardous ☐ H-1 Detonate ☐ H-2 Deflagrate ☐ H-3 Combust ☐ H-4 Health ☐ H-5 HPM
- Institutional ☐ I-1 Condition ☐ 1 ☐ 2; ☐ I-2 Condition ☐ 1 ☐ 2; ☐ I-3 Condition ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5; ☐ I-4
- Mercantile ☐
- Residential ☐ R-1 ☐ R-2 ☐ R-3 ☐ R-4
- Storage ☐ S-1 Moderate ☐ S-2 Low ☐ High-piled; ☐ Parking Garage ☐ Open ☐ Enclosed ☐ Repair Garage
- Utility and Miscellaneous ☐

Accessory Occupancy Classification(s): ____
Incidental Uses (Table 509): ____
Special Uses (Chapter 4 - List Code Sections): ____
Special Provisions: (Chapter 5 - List Code Sections): ____
Mixed Occupancy: ☐ No ☐ Yes Separation: ____ Hr. Exception: ____
☐ Non-Separated Use (508.3) - The required type of construction for the building shall be determined by applying the height and area limitations for each of the applicable occupancies to the entire building. The most restrictive type of construction, so determined, shall apply to the entire building.

☐ Separated Use (508.4) - See below for area calculations for each story. The area of the occupancy shall be such be such that the sum of the ratios of the actual floor area of each use divided by the allowable floor area for each use shall not exceed 1.

Actual Area of Occupancy A / Allowable Area of Occupancy A + Actual Area of Occupancy B / Allowable Area of Occupancy B + ... ____ + ____ ≤ 1.00

STORY NO.	DESCRIPTION AND USE	(A) BUILDING AREA PER STORY (ACTUAL)	(B) TABLE 506.2 AREA	(C) AREA FOR FRONTAGE INCREASE	(D) ALLOWABLE AREA PER STORY (IN CALCULATION)

1. Frontage area increases from Section 506.2are computed thus:
   a. Perimeter which fronts a public way or open space having 20 feet minimum width = ____ (F)
   b. Total Building Perimeter = ____ (P)
   c. Ratio (F/P) = ____ / ____ = ____
   d. W = Minimum width of public way = ____ (W)
   e. Percent of frontage increase I = 100[F/P - 0.25] x W/30 = ____ (%)
2. Unlimited area applicable under conditions of Sections 507.
3. Maximum Building Area = total number of stories in the building x It (maximum 3 stories) (506.2).
4. The maximum area of open parking garages must comply with 406.5.4.
5. Frontage Increase It based on the unsprinklered area value in Table 506.2.

ALLOWABLE HEIGHT: (INCHARGE)

	ALLOWABLE	SHOWN ON PLANS	CODE REFERENCE
Building height in feet (Table 504.3)			
Building height in stories (Table 504.4)			

1. Provide code reference if the "Shown on Plans" exceeds the net taken on Table 504.3 or 504.4.
2. The maximum height of all traffic control towers must comply with Table 412.1.1.
3. The maximum height of open building garages must comply with Table 406.3.4.

FIRE PROTECTION REQUIREMENTS: (INCHARGE)

BUILDING ELEMENT	HOURS (SEPARATION DISTANCE) (FEET)	RATING HOURS	RATING PROVIDED (W/ PENETRATIONS)	TYPE II-A (NO SHEET 1)	DESIGN # + OR RATED ASSEMBLY	SHEET # + OR RATED PENETRATION	SHEET # + OR RATED JOINT
Structural Frame, including columns, girders, trusses							
Bearing walls							
Exterior							
North							
East							
West							
South							
Interior							
Nonbearing walls and partitions							
Partitions							
Exterior walls							
North							
East							
West							
South							
Interior walls and partitions							
Floor Construction including supporting beams and joists							
Floor-Ceiling assembly							
Columns Supporting Floors							
Roof Construction including supporting beams and joists							
Roof-Ceiling assembly							
Columns Supporting Roof							
Shaft Enclosures - Exit							
Shaft Enclosures - Other							
Corridor Separation							
Occupancy Fire Barrier Separation							
Parking Garage Walls							
Smoke Barrier Separation							
Smoke Partition							
Tenant/Dwelling Unit/Sleeping Unit Separation							
Incidental Use Separation							

* Indicate section number permitting reduction

PERCENTAGE OF WALL OPENING CALCULATIONS: (INCHARGE)

FIRE SEPARATION DISTANCE (FEET) FROM PROPERTY LINES	DEGREE OF OPENINGS PROTECTION (TABLE 705.8)	ALLOWABLE AREA (%)	ACTUAL SHOWN ON PLANS (%)

LIFE SAFETY SYSTEM REQUIREMENTS: (INCHARGE)

Emergency Lighting: ☐ No ☒ Yes
Exit Signs: ☐ No ☒ Yes
Fire Alarm: ☐ No ☒ Yes
Smoke Detection Systems: ☐ No ☒ Yes ☐ Partial ____
Carbon Monoxide Detection: ☐ No ☒ Yes

LIFE SAFETY PLAN REQUIREMENTS: (INCHARGE)

Life Safety Plan Sheet #: ____

- ☐ Fire and/or smoke rated wall locations (Chapter 7)
- ☐ Assumed and real property line locations (if not on the site plan)
- ☐ Exterior wall opening area with respect to distance to assumed property lines (705.8)
- ☐ Occupancy type for each area as it relates to occupant load calculation (Table 1004.1.2)
- ☐ Occupant loads for each area
- ☐ Exit access travel distances (1017)
- ☐ Common path of travel distances (Table 1006.2.1 & 1006.3.2(1))
- ☐ Dead end lengths (1020.4)
- ☐ Clear exit widths for each exit door
- ☐ Maximum calculated occupant load capacity each exit door can accommodate based on egress width (1005.3)
- ☐ Actual occupancy load for each exit door
- ☐ A separate schematic plan indicating where fire rated floor/ceiling and/or roof structure is provided for purposes of occupancy separation
- ☐ Location of doors with panic hardware (1010.1.10)
- ☐ Location of doors with delayed egress locks and the amount of delay (1010.1.9.7)
- ☐ Location of doors with electromagnetic egress locks (1010.1.9.3)
- ☐ Location of doors equipped with hold-open devices
- ☐ Location of emergency escape windows (1030)
- ☐ The square footage of each fire area (202)
- ☐ The square footage of each smoke compartment for Occupancy Classification I-2 (407.5)
- ☐ Note any code exceptions or table notes that may have been utilized regarding the items above

ACCESSIBLE DWELLING UNITS: (INCHARGE)
(SECTION 1107)

TOTAL UNITS	ACCESSIBLE UNITS REQUIRED	ACCESSIBLE UNITS PROVIDED	TYPE A UNITS REQUIRED	TYPE A UNITS PROVIDED	TYPE B UNITS REQUIRED	TYPE B UNITS PROVIDED	TOTAL ACCESSIBLE UNITS PROVIDED

ACCESSIBLE PARKING: (INCHARGE)
(SECTION 1106)

LOT OR PARKING AREA	TOTAL # OF PARKING SPACES REQUIRED	TOTAL # OF PARKING SPACES PROVIDED	# OF ACCESSIBLE SPACES PROVIDED: REGULAR WITH 5' ACCESS AISLE	VAN SPACES WITH 96" ACCESS AISLE	VAN SPACES WITH 8' ACCESS AISLE	TOTAL # ACCESSIBLE PROVIDED
TOTAL						

PLUMBING FIXTURE REQUIREMENTS: (INCHARGE)
(TABLE 2902.1)

USE		WATERCLOSETS Male	WATERCLOSETS Female	WATERCLOSETS Unisex	URINALS	LAVATORIES Male	LAVATORIES Female	LAVATORIES Unisex	DRINKING FOUNTAIN FREE	DRINKING FOUNTAIN REGULAR	DRINKING FOUNTAIN ACCESSIBLE
(Fill in)	EXISTING										
	NEW										
	REQUIRED										

SPECIAL APPROVALS: (INCHARGE)

Special approvals (Local Jurisdiction, Department of Insurance, OSC, DPI, DHHS, ICC, etc., describe below):

ENERGY SUMMARY: (INCHARGE)

ENERGY REQUIREMENTS:
The following data shall be considered minimum and any special attribute required to meet the energy code shall also be provided. Each Designer shall furnish the required portions of the project information for the plan data sheet. If performance method, state the annual energy cost for the standard reference design vs annual energy cost for the proposed design.

Building building envelope complies with code: ☐ No ☐ Yes (The remainder of this section is not applicable.)
Existing Building: ☐ No ☐ Yes (Provide code or statutory reference): ____

Climate Zone: ☐ 3A ☐ 4A ☐ 5A
Method of Compliance:
Energy Code: ☐ Prescriptive ☐ Performance
ASHRAE 90.1: ☐ Prescriptive ☐ Performance
(If "Other" specify source here) ____

THERMAL ENVELOPE: (Prescriptive method only)
Roof/ceiling Assembly (each assembly):
- Description of assembly: ____
- U-factor of total assembly: ____
- R-value of insulation: ____
- Skylights in each assembly: ____
  - U-factor of skylight: ____
  - total square footage of skylights in each assembly: ____

Exterior Walls (each assembly):
- Description of assembly: ____
- U-factor of total assembly: ____
- R-value of insulation: ____
- Openings (windows or doors with glazing):
  - U-factor of assembly: ____
  - Solar heat gain coefficient: ____
  - projection factor: ____
  - Door R-value: ____

Walls below grade (each assembly):
- Description of assembly: ____
- U-factor of total assembly: ____
- R-value of insulation: ____

Floors over unconditioned space (each assembly):
- Description of assembly: ____
- U-factor of total assembly: ____
- R-value of insulation: ____

Floors slab on grade:
- Description of assembly: ____
- U-factor of total assembly: ____
- R-value of insulation: ____
- horizontal/vertical requirement: ____
- slab heater: ____

REVISIONS

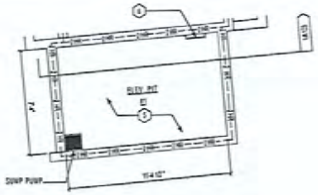
PROJECT NO.	207.14
DATE:	10.18.2023
SCALE:	AS NOTED
DES. BY:	FGP
DWN. BY:	RTP
CHKD. BY:	FGP

FAYETTEVILLE, NORTH CAROLINA
CUMBERLAND COUNTY
CROWN COLISEUM ELEVATOR MODERNIZATION

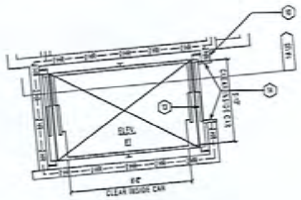
GENERAL BUILDING DATA

Wooten
100 North Bragg Avenue • Raleigh, NC 27603-1423
(919) 828-0311 • thewootencompany.com
License Number: F-0815

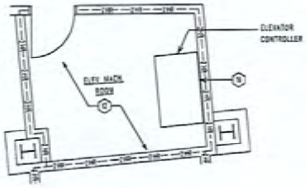
SHEET NO.
G100



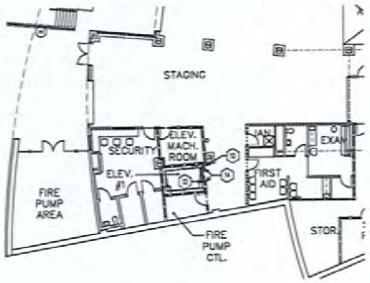
1 ELEVATOR PIT PLAN



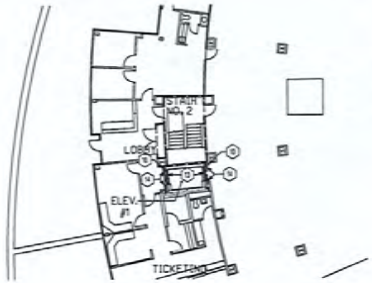
2 ELEVATOR CAB PLAN



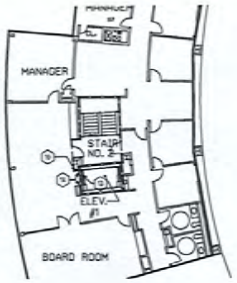
3 ENLARGED MACHINE ROOM FLOOR PLAN



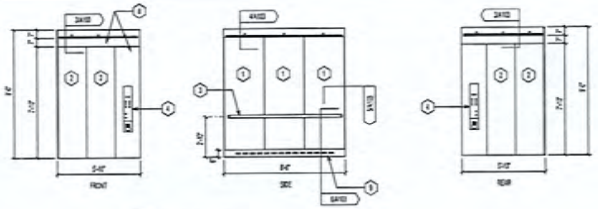
4 PARTIAL ARENA LEVEL FLOOR PLAN



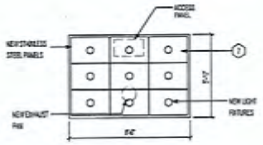
5 PARTIAL MAIN CONCOURSE LEVEL FLOOR PLAN



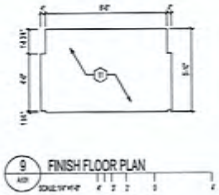
6 PARTIAL OFFICE LEVEL FLOOR PLAN



7 CAB ELEVATIONS



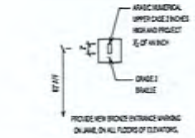
8 CEILING PLAN



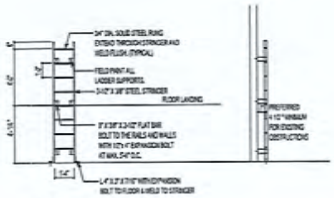
9 FINISH FLOOR PLAN

KEYED NOTES:

1. #4 BRUSHED STAINLESS STEEL CAB WALL PANEL WITH #4 BRUSHED STAINLESS STEEL J-CAP MOLDING ON ALL EDGES AND #4 BRUSHED STAINLESS STEEL FIX SEALS. J-CAP MOLDING SHALL BE RIGID SOLID METAL NOT LESS THAN 1/16" THICK.
2. NEW #4 BRUSHED STAINLESS STEEL CAR DOORS.
3. PROVIDE 1/2 INCH FLAT STAINLESS STEEL HANDRAILS. HANDRAILS ARE TO BE THROUGH BOLTED TO CAB WALL. CURVE HANDRAILS TO HARD CAB WALL AT EDGE. NEW CAR OPERATING PANEL.
4. CLEAN AND PAINT PIT FLOOR COLOR SELECTED BY ARCHITECT/OWNER.
5. MODIFY EXISTING PIT LADDER TO MATCH AS DETAILED ON 10/A101
6. ISLAND TYPE CEILING WITH #4 BRUSHED STAINLESS STEEL PANELS. PROVIDE WITH 120V LED RECESSED LIGHT FIXTURES, CONCEALED EMERGENCY EXIT PANEL AND CONCEALED METAL SUPPORT FRAMING.
7. #4 BRUSHED STAINLESS STEEL TRANSOM AND RETURN PANEL.
8. #4 BRUSHED STAINLESS STEEL VENTED GRILLE
9. NEW RECESSED MOUNT WALL BUTTONS (COORDINATE SIZE OF OPENING WITH NEW FIXTURE).
10. REMOVE EXISTING FLOORING AND PROVIDE NEW AS SPECIFIED. COLOR AS SELECTED BY OWNER/ARCHITECT.
11. PAINT MACHINE ROOM FLOOR, WALLS, AND CEILING, COLOR AS SELECTED BY ARCHITECT/OWNER
12. NEW #4 BRUSHED STAINLESS STEEL HOISTWAY DOOR PANEL.
13. CLEAN AND POLISH EXISTING STAINLESS STEEL HOISTWAY DOOR FRAMES
14. POSITION INDICATOR. VERIFY SIZE OF OPENING WITH GENERAL CONTRACTOR.
15. NEW ELEVATOR CONTROLLER REQUIREMENTS REFER TO DIVISION 14 OF SPECIFICATIONS.
16. INSTALL NEW TYPE X 5/8" GYPSUM BOARD CEILING ON 3 5/8" METAL STUDS BELOW EXISTING METAL BAR JOISTS AS DETAILED.
17. FILL VENT INSIDE OPENING WITH 3 5/8" METAL STUD AND GYPSUM BOARD TO MATCH EXISTING.
18. FILL VENT OPENING WITH 4 INCHES OF EXTRUDED POLYSTYRENE. COVER OPENING FROM OUTSIDE WITH 20 GAUGE STAINLESS STEEL SET IN SEALANT. SECURE WITH #10 TAPCON ANCHORS.



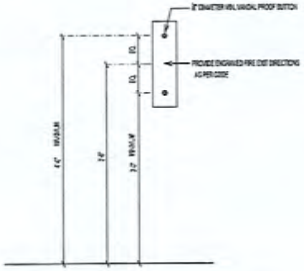
11 ENTRANCE MARKING



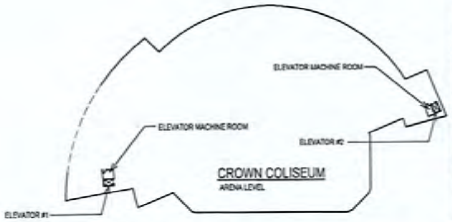
10 PIT LADDER DETAIL

GENERAL NOTES LADDER:

1. MODIFY EXISTING LADDER TO MATCH DETAIL.
2. PRIME & PAINT ALL STEEL SURFACES. PAINT COLOR: SAFETY YELLOW
3. GRIND ALL WELDS SMOOTH.
4. FIELD VERIFY ALL DIMENSIONS AND EXISTING CONDITIONS.



12 CALL BUTTONS LOCATION



CUMBERLAND COUNTY CROWN COLISEUM KEY PLAN
NOT TO SCALE

RATED WALL LEGEND:

- 2 HR RATED WALL
- 2 HR RATED WALL
- 1 HR RATED WALL

REVISIONS

DES. BY:	FGP
DFTG. BY:	WTP
CHK'D. BY:	FGP
PROJECT NO.	22734
DATE:	MAY 18, 2023
SCALE:	AS NOTED

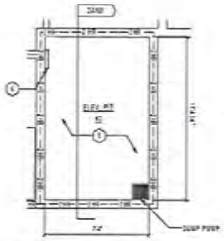
AMESBURY, MASSACHUSETTS — CUMBERLAND COUNTY, NORTH CAROLINA

CROWN COLISEUM ELEVATOR MODERNIZATION

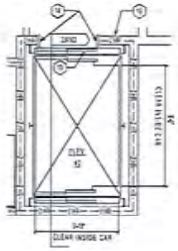
ELEVATOR #1 PIT AND CAB PLANS, CAB ELEVATIONS AND PARTIAL FLOOR PLANS

Wooten
120 North Boylan Avenue • Raleigh, NC 27603-1423
(919) 832-3369 • www.wootengroup.com
License Number: F-0115

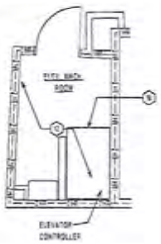
SHEET NO.
A101



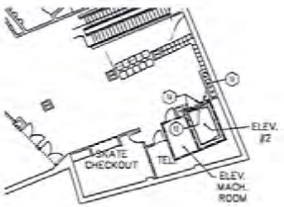
1 ELEVATOR PIT PLAN



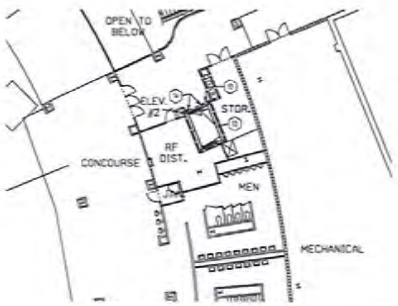
2 ELEVATOR CAB PLAN



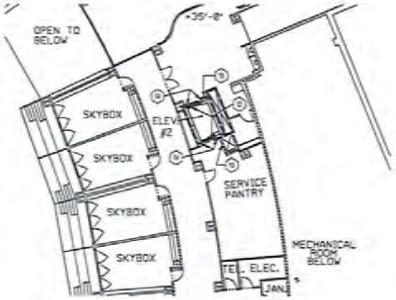
3 ENLARGED MACHINE ROOM FLOOR PLAN



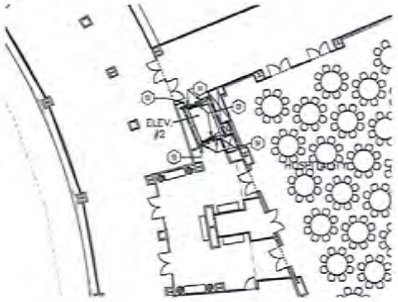
4 PARTIAL ARENA LEVEL FLOOR PLAN



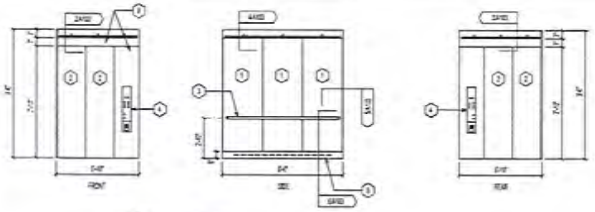
5 PARTIAL MAIN CONCOURSE LEVEL FLOOR PLAN



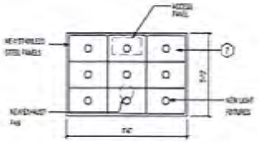
6 PARTIAL SUITES LEVEL FLOOR PLAN



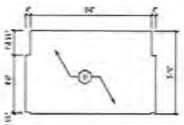
7 PARTIAL HOSPITALITY LEVEL FLOOR PLAN



8 CAB ELEVATIONS



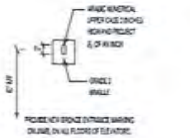
9 CEILING PLAN



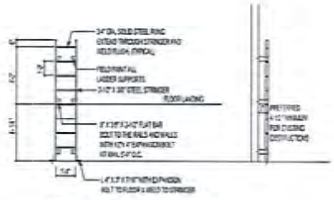
10 FINISH FLOOR PLAN

REFERENCE NOTES:

1. AS SPECIFIED STAINLESS STEEL CAB WALL PANEL WITH AS SPECIFIED STAINLESS STEEL ADAPTER/TRIM ON ALL SIDES AND AS SPECIFIED STAINLESS STEEL REVEALS. ADAPTER/TRIM SHALL BE RECESSED INTO METAL NOT LESS THAN 1/16" THICK.
2. NEW AS SPECIFIED STAINLESS STEEL CAB CEILING.
3. PROVIDE FOUR INCH FLAT STAINLESS STEEL HANDRAILS. HANDRAILS ARE TO BE THROUGH BOLTED TO CAB WALL. CURVE HANDRAILS TO MATCH CAB WALLS AT SIDES.
4. NEW CAB OPERATING PANEL.
5. CLEAN AND PAINT PIT FLOOR. COLOR SELECTED BY ARCHITECT/OWNER.
6. MODIFY EXISTING PIT LADDER TO MATCH AS DETAILED ON SHEET.
7. SLIMLINE TYPE CEILING WITH AS SPECIFIED STAINLESS STEEL PANELS. PROVIDE NEW OR USE PROVIDED LIGHT FIXTURES, CONCEALED EMERGENCY EXIT PANEL AND CONCEALED METAL SUPPORT FRAMING.
8. AS SPECIFIED STAINLESS STEEL TRANSOM AND KICKPLATE PANEL.
9. AS SPECIFIED STAINLESS STEEL VENTILATION GRILLE.
10. NEW PROTECTIVE HOOKS AND BUTTON COORDINATE SIZE OF OPENING AND INSTALL PLATE.
11. REMOVE EXISTING FLOORING AND PROVIDE NEW AS SPECIFIED. COLOR AS SELECTED BY OWNER/ARCHITECT.
12. PAINT MACHINE ROOM DOOR, WALLS, AND CEILING. COLOR AS SELECTED BY ARCHITECT/OWNER.
13. NEW AS SPECIFIED STAINLESS STEEL HOISTWAY DOOR PANEL.
14. CLEAN AND POLISH EXISTING STAINLESS STEEL HOISTWAY DOOR FRAMES.
15. POSITION INDICATOR. VERIFY SIZE OF OPENING WITH GENERAL CONTRACTOR.
16. NEW ELEVATOR CONTROLLER. FIELD MEASURE. REFER TO DESIGN AND SPECIFICATIONS.
17. INSTALL NEW TYPE A 24" DIA SHEAVE AND CEILING ON 3 3/4" METAL STUDS BELOW EXISTING METAL BAR. ADJUST AS NEEDED.
18. FILL VENTILATOR OPENING WITH 3 1/2" METAL STUDS AND GYPSUM BOARD TO MATCH EXISTING.
19. FILL VENT OPENING WITH 1 INCH OF CLOTH BACKED POLYSTYRENE. COVER OPENING FROM OUTSIDE WITH 20 GAUGE STAINLESS STEEL SET IN SEALANT. SECURE WITH 1 SPACER ANCHORS.



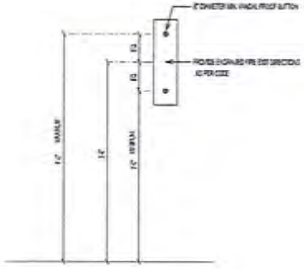
12 ENTRANCE MARKING



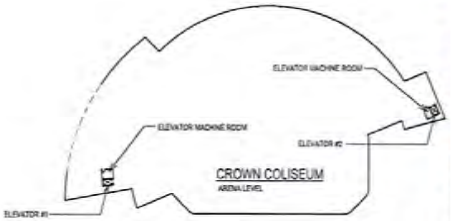
11 PIT LADDER DETAIL

GENERAL NOTES & CODES:

1. MODIFY EXISTING LADDER TO MATCH DETAIL.
2. PRIME & PAINT ALL STEEL SURFACES. PAINT COLOR SAFETY YELLOW.
3. GRIND ALL WELDS SMOOTH.
4. FIELD VERIFY ALL DIMENSIONS AND EXISTING CONDITIONS.



13 CALL BUTTONS LOCATION



CUMBERLAND COUNTY CROWN COLISEUM KEY PLAN
NOT TO SCALE

RATED WALL LEGEND:

2 HR RATED WALL
2 HR RATED WALL
1 HR RATED WALL

REVISIONS

DES. BY:	REP
DRN. BY:	REP
CHK'D BY:	REP
PROJECT NO.	20740
DATE:	10-18-2019
SCALE:	AS NOTED

5-19-25

CUMBERLAND COUNTY NORTH CAROLINA

CROWN COLISEUM ELEVATOR MODERNIZATION

ELEVATOR #2 PIT AND CAB PLANS, CAB ELEVATIONS AND PARTIAL FLOOR PLANS

Wooten
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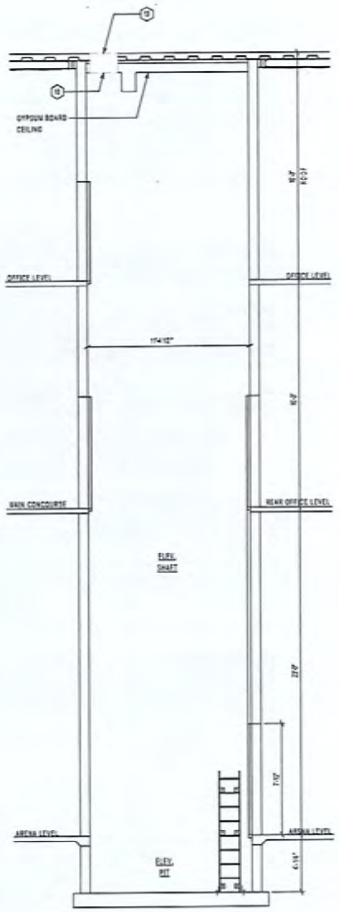
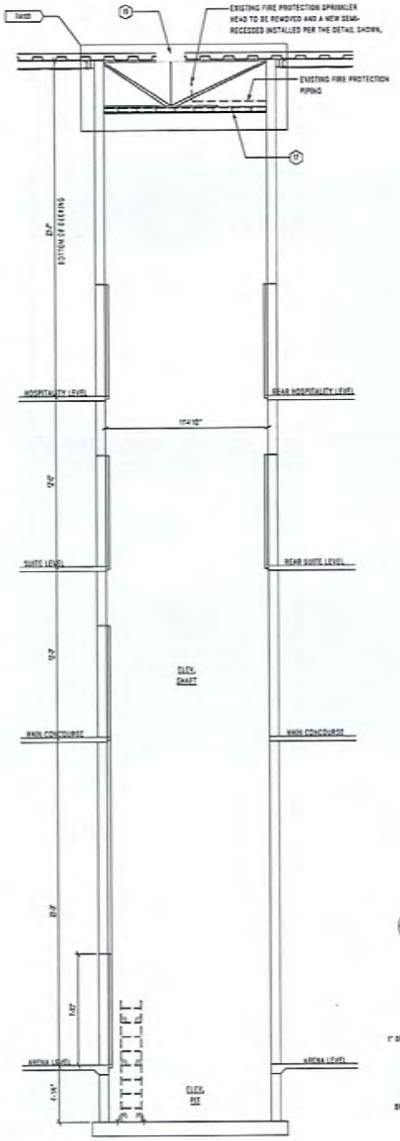
(919) 836-0931 • www.wootenco.com
License Number: C-0515

SHEET NO.
A102



1 ELEVATOR #1 SHAFT SECTION
SCALE: 1/8"=1'-0"



2 ELEVATOR #2 SHAFT SECTION
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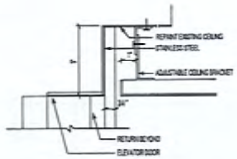
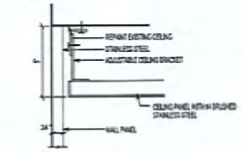
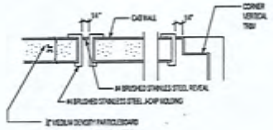


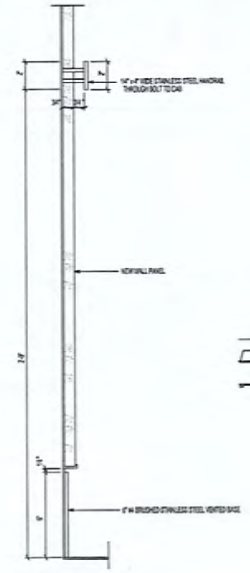
3 TRANSOM DETAIL
SCALE: 1"=1'-0"



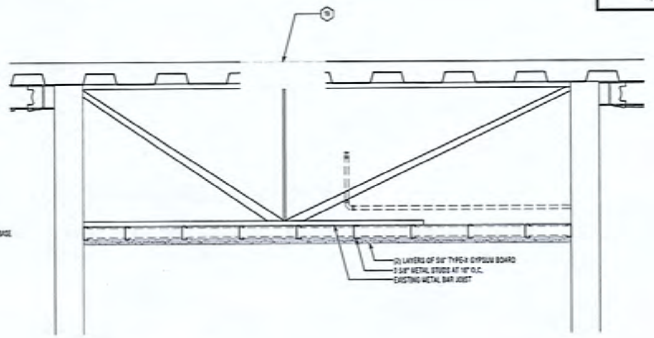
4 HEAD DETAIL
SCALE: 1"=1'-0"



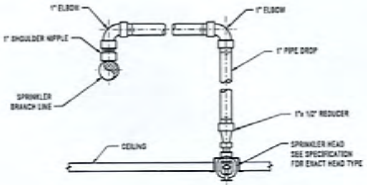
5 SECTION AT WALL PANEL
SCALE: 1"=1'-0"



6 HANDRAIL DETAIL
SCALE: 1"=1'-0"



7 SHAFT CEILING DETAIL
SCALE: 3/4"=1'-0"

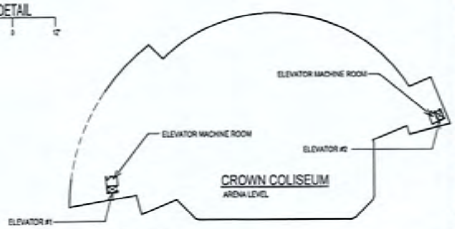


NOTE: FLEXIBLE SPRINKLER HEAD FITTINGS ALLOWED, REFER TO PROJECT SPECIFICATIONS FOR MORE INFORMATION.

8 TYPICAL SPRINKLER RETURN BEND
N.T.S.

KEYED NOTES:

1. #4 BRUSHED STAINLESS STEEL CAB WALL PANEL WITH #4 BRUSHED STAINLESS STEEL JOINT HOLDING ON ALL EDGES AND #4 BRUSHED STAINLESS STEEL REVEALS. JOINT HOLDING SHALL BE FIXED SOLID METAL NOT LESS THAN 1/16" THICK.
2. NEW #4 BRUSHED STAINLESS STEEL CAB DOORS.
3. PROVIDE 1 1/2 INCH FLAT STAINLESS STEEL HANDRAILS. HAND RAILS ARE TO BE THROUGH BOLTED TO CAB WALL. CURVE HANDRAILS TO MATCH CAB WALL AT EDGES. NEW CAB OPERATING PANEL.
4. CLEAN AND PAINT PIT FLOOR COLOR SELECTED BY ARCHITECT/OWNER.
5. MODIFY EXISTING PIT LADDER TO MATCH AS DETAILED ON 1/A101
6. SQUARE TYPE CEILING WITH #4 BRUSHED STAINLESS STEEL PANELS. PROVIDE WITH 3X LED RECESSED LIGHT FIXTURES, CONCEALED EMERGENCY EXIT PANEL AND CONCEALED METAL SUPPORT FRAMING.
7. #4 BRUSHED STAINLESS STEEL TRANSOM AND RETURN PANEL.
8. #4 BRUSHED STAINLESS STEEL VENTED BASE
9. NEW RECESSED MOUNT HALL BUTTONS COORDINATE SIZE OF OPENING WITH NEW FIXTURE.
10. REMOVE EXISTING FLOORING AND PROVIDE NEW AS SPECIFIED. COLOR AS SELECTED BY OWNER/ARCHITECT.
11. PAINT MACHINE ROOM FLOOR, WALLS, AND CEILING, COLOR AS SELECTED BY ARCHITECT/OWNER
12. NEW #4 BRUSHED STAINLESS STEEL HOISTWAY DOOR PANEL.
13. CLEAN AND POLISH EXISTING STAINLESS STEEL HOISTWAY DOOR FRAMES
14. POSITION INDICATOR. VERIFY SIZE OF OPENING WITH GENERAL CONTRACTOR.
15. NEW ELEVATOR CONTROLLER REQUIREMENTS. REFER TO DIVISION 14 OF SPECIFICATIONS.
16. INSTALL NEW TYPE-X 5/8" GYPSUM BOARD CEILING ON 3 5/8" METAL STUDS BELOW EXISTING METAL BAR JOISTS AS DETAILED.
17. FILL VENT NICHE OPENING WITH 3 5/8" METAL STUD AND GYPSUM BOARD TO MATCH EXISTING.
18. FILL VENT OPENING WITH 4 INCHES OF EXTRUDED POLYSTYRENE. COVER OPENING FROM OUTSIDE WITH 20 GAUGE STAINLESS STEEL SET IN SEALANT. SECURE WITH TAPCON ANCHORS.



CUMBERLAND COUNTY CROWN COLISEUM KEY PLAN
NOT TO SCALE

RATED WALL LEGEND:
2 HR RATED WALL
2 HR RATED WALL
1 HR RATED WALL

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 027928 SCOTT L. ERVIN

REVISIONS

PROJECT NO.	20714	
DATE:	NOV 18 2013	
SCALE:	AS NOTED	
DES. BY:	SLE, RDP	
DWN. BY:	RTP	
CHKD. BY:	SLE, RDP	

FAYETTEVILLE — CUMBERLAND COUNTY — NORTH CAROLINA

CROWN COLISEUM ELEVATOR MODERNIZATION

ELEVATOR #1 & #2 SHAFT SECTIONS AND DETAILS

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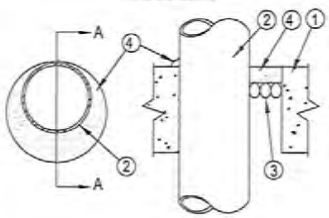
SHEET NO.
A103

DocuSign Envelope ID: 6E9AE11F-4008-425F-A8AC-5B7B0B2E7C63

SYSTEM NO. CA-1044

MARCH 16, 2007
T RATING – 2 HR
F RATINGS – 3,3 AND 4 HR (SEC ITEMS 3A AND 4)
L RATING AT AMBIENT – 1.0 MFD FT
L RATING AT 400 F – LESS THAN 1.0 MFD FT
H RATING – CLASS 1 (SEE ITEM 4)



SECTION A-A

1. FLOOR OR WALL ASSEMBLY – LIGHTWEIGHT OR NORMAL WEIGHT [illegible] MIN AND THICKNESS OF SOLID CONCRETE FLOOR OR WALL ASSEMBLY [illegible] IN. (114 MM). FLOOR MAY ALSO BE CONSTRUCTED OF ANY MIN 4 IN. (102 MM) THICK LL CLASS [illegible] HOLLOW CORE PRECAST CONCRETE UNITS, WHICH FLOOR IS CONSTRUCTED OF HOLLOW CORE PRECAST CONCRETE UNITS, PADDING MATERIAL (ITEM 3), AND CLEAR FILL MATERIAL (ITEM 4). TO BE INSTALLED SYMMETRICALLY ON BOTH SIDES OF FLOOR. FLOOR WITH FLOOR SURFACE, WALL ASSEMBLY MAY ALSO BE CONSTRUCTED OF MIN 3 IN. CLASS [illegible] CONCRETE BLOCKS*, MAX 8 IN (OR ONE IN SIZE) LIGHTWEIGHT CHANNEL MODEST CONCRETE FLOOR SLOTS, STUD WALL SAME SIDE OF OPENING IN FLOOR CONSTRUCTED OF HOLLOW-CORE PRECAST CONCRETE UNITS, 4 IN. (114 MM).

*SEE CONCRETE BLOCKS (CAST) AND PRECAST CONCRETE UNITS (CITY) CATEGORIES IN THE FIRE RESISTANCE DIRECTORY FOR MAKES OF MANUFACTURERS.

1A. STUD – OPTIONAL, NOT SHOWN – NOM 10 IN. (254 MM) DEEP OR SMALLER SCHEDULE 10 OR HEAVIER STUD. BLOCK CAST ON GROUTED BOTH FLOOR AND ASSEMBLY, SEE 1C. MAY OPTIONALLY HAVE OF 2 IN. (51 MM) NOM. STAND FLOOR ON BOTTOM SURFACE OF WALL, AS AN ALTERNATE, NOM 10 IN. (254 MM) DEEP OR SMALLER, NB-1220-S-ST. MIN THICK (0.43 MM) STEEL SHAFT STUD. SLOTTED CAST ON GROUTED BOTH FLOOR OF WALL ASSEMBLY. FLOOR WITH FLOOR OR WALL SURFACE.

2. THROUGH-PENETRANTS – ONE METALLIC PIPE, CONDUIT OR TUBING TO BE INSTALLED TIGHTLY CONCENTRICALLY OR ECCENTRICALLY WITHIN THE ANNULAR SPACE BETWEEN PIPE, CONDUIT OR TUBING AND CORE OF THROUGH-OPENING OR SLEEVE IS DEPENDENT ON THE PARAMETERS SHOWN IN ITEM 4. SEE ANNULAR SPACE BETWEEN PIPE OR CONDUIT AND TOP OF THROUGH-OPENING IS IN FRONT CONTACT. SEE ANNULAR SPACE TO BE AS SHOWN IN THE TABLE IN ITEM 4. PIPE, CONDUIT OR TUBING TO BE RIGIDLY SUPPORTED ON BOTH SIDES OF FLOOR OR WALL ASSEMBLY. THE FOLLOWING TYPES AND SIZES OF METALLIC PIPES, CONDUITS OR TUBING MAY BE USED:

A. STEEL PIPE – NOM 30 IN. (762 MM) DEEP OR SMALLER SCHEDULE 10 OR HEAVIER STEEL PIPE.
B. IRON PIPE – NOM 30 IN. (762 MM) DEEP OR SMALLER, CAST OR DUCTILE IRON PIPE.
C. CONDUIT – NOM 4 IN. (102 MM) DEEP OR SMALLER, RIGID STEEL CONDUIT.
D. CONDUIT – NOM 4 IN. (102 MM) DEEP OR SMALLER STEEL ELECTRICAL METALLIC TUBING.
E. COPPER TUBING – NOM 8 IN. (102 MM) DEEP OR SMALLER, TYPE L OR HEAVIER COPPER TUBE.
F. COPPER PIPE – NOM 4 IN. (102 MM) DEEP OR SMALLER, TYPE M OR HEAVIER COPPER PIPE.

3. PADDING MATERIAL – POLYETHYLENE FOAM OR WOOD NOM 1 IN. (25 MM) THICKNESS OF TEMPLATE PLACED AGAINST WOOD, MATT OR GLASS FIBER INSULATION. SPRAY PADDING MATERIAL TO BE INSTALLED FROM TOP SURFACE OF FLOOR OR FROM BOTH SURFACES OF WALL AS REQUIRED TO ACCOMMODATE THE REQUIRED THICKNESS OF CAULK FILL MATERIAL (ITEM 4).

3A. FORMING MATERIAL – NO MATERIAL TO BE THE PADDING MATERIAL, BUT OF 3 NOM 4 IN. (102 MM) WIDE STRIPS OF MIN 10 IN. (254 MM) THICK COMPRESSIBLE MAT TO BE ATTACHED TO A THICKNESS GREATER THAN THE WIDTH OF THE ANNULAR SPACE AND COMPRESSED WITH TOP MAT, TO FILL THE ANNULAR SPACE TO A MIN 4 IN. (102 MM) DEPTH. AS AN OPTION, THE STRIPS OF MIN 10 IN. (254 MM) THICK COMPRESSIBLE MAT MAY BE 1 IN. (25 MM) IN WALL, LENGTH WIDE, AND 10 IN. (254 MM) THICKNESS GREATER THAN THE WIDTH OF THE ANNULAR SPACE AND COMPRESSED WITH TOP. COMPRESSED TO FILL THE ANNULAR SPACE TO A MIN 3 IN. (51 MM) DEPTH. TOP OF FORMING MATERIAL TO BE RECESSED FROM TOP SURFACE OF FLOOR OR FROM BOTH SURFACES OF WALL AS NECESSARY TO ACCOMMODATE THE REQUIRED THICKNESS OF CAULK FILL MATERIAL.

3B. COMPANY – FIRE BARRIER PADDING MATERIAL.

4. FILL, VOID OR CAVITY MATERIAL – CAULK SEALANT – APPLIED TO FILL THE ANNULAR SPACE FLUSH WITH TOP SURFACE OF FLOOR OR WALL ASSEMBLIES. REQUIRED CAULK THICKNESS TO BE INSTALLED SYMMETRICALLY ON BOTH SIDES OF WALL. FLOOR WITH WALL SURFACE. 1T POINT CONTACT LOCATION BETWEEN PIPE/CONDUIT AND FLOOR OR BETWEEN PIPE/CONDUIT AND CONCRETE. A MIN 1 IN. (25 MM) DEEP OF CAULK SHALL BE APPLIED AT TOP SURFACE OF FLOOR AND AT BOTH SURFACES OF WALL. THE HOURLY F RATINGS AND THE MIN REQUIRED CAULK THICKNESS VARY DEPENDING UPON A NUMBER OF PARAMETERS, AS SHOWN IN THE FOLLOWING TABLE:

MIN FLOOR OR WALL THICKNESS, IN. (MM)	MINIMUM TUBE OR CONDUIT DIAM IN. (MM)	MAX ANNULAR SPACE IN. (MM)	MIN CAULK THICKNESS IN. (MM)	F RATING HR
4 (102) (1M)	1 (25) (1 OR LESS)	1 (25) (MIN)	1 (25)	2
5 (127) (1M)	1 (25) (1 OR LESS)	2 (51) (1M)	1 (25)	3
6 (152) (1M)	1 (25) (1 OR LESS)	1 (25) (1 OR LESS)	1 (25) (MIN)	2
6 (152) (1M)	1 (25) (1 OR LESS)	1 (25) (1 OR LESS)	1 (25) (MIN)	3
6 (152) (1M)	1 (25) (1 OR LESS)	2 (51) (1M)	1 (25)	4
6 (152) (1M)	1 (25) (1 OR LESS)	3 (76) (3 OR LESS)	1 (25)	2
6 (152) (1M)	1 (25) (1 OR LESS)	3 (76) (3 OR LESS)	1 (25)	3
6 (152) (1M)	1 (25) (1 OR LESS)	3 (76) (3 OR LESS)	1 (25)	4
6 (152) (1M)	2 (51) (2 OR LESS)	1 (25) (1 OR LESS)	1 (25) (MIN)	2
6 (152) (1M)	2 (51) (2 OR LESS)	1 (25) (1 OR LESS)	1 (25) (MIN)	3
6 (152) (1M)	2 (51) (2 OR LESS)	1 (25) (1 OR LESS)	1 (25) (MIN)	4

A. MIN 2 IN. (51 MM) THICKNESS OF MINERAL WOOL BATT INSULATION OR FORMING MATERIAL FROM 3A. REQUIRED IN ANNULAR SPACE.
B. MIN 1 IN. (25 MM) THICKNESS OF MINERAL WOOL BATT INSULATION REQUIRED IN ANNULAR SPACE ON BOTH SIDES OF FLOOR OR WALL ASSEMBLY. MIN 1 IN. (25 MM) THICKNESS OF CAULK TO BE INSTALLED FLUSH WITH EACH SURFACE. D. FLOOR OR WALL ASSEMBLY.

3A COMPANY – CP 2 MAS – CP 1 SA 0.02 HP. NOTES: 4. ITEM 3A APPLIES ONLY WHEN FIRESTOP TO SEALANT IS USED.

REFERING THE JA (CLASSIFICATION MARKING)

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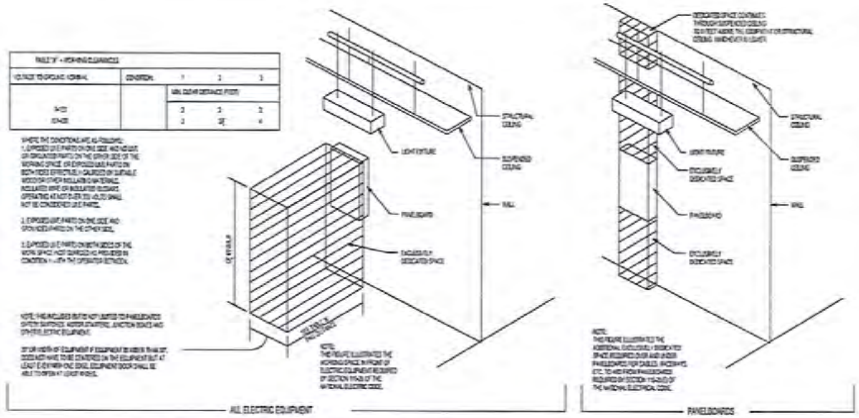
1 ITEM RATED CONCRETE WALL PENETRATION DETAIL
NO SCALE



ALL ELECTRIC EQUIPMENT

PANELBOARDS

2 ITEM DEDICATED WORKING SPACE REQUIREMENTS FOR ELECTRICAL EQUIPMENT
NO SCALE

LIGHT FIXTURE SCHEDULE

MARK	DESCRIPTION	MANUFACTURER & CATALOG NUMBER (OR EQUAL)	LAMPS TYPE	LAMPS NO.	LAMPS WATTS	TOTAL FIXTURE WATTS	VOLTAGE	MOUNTING	NOTE NO.
A	VAPORTIGHT 4FT. LED SURFACE MOUNTED FIXTURE WITH STAINLESS STEEL LATCHES. UL LISTED FOR WET LOCATIONS.	WAYLITE: LSWA8S05/S32/IND	LED	1	32	33	120/277	SURFACE	
		COOPER: VT-L-2S-L-S-DR-HA-WH-AL-N-840-EL-EOL							
		HUBBELL: LVSWA-4SML-WPP-EL-EOL							
TC	EMERGENCY LIGHTING UNIT, HIGH-IMPACT NORY COLORED THERMOPLASTIC HOUSING, 12V, NICAD BATTERIES	MCPHILLEN: ECO-12-14	HALOGEN (INCLUDED)	2	9	18	120VAC IN 12VDC OUT	8' ABOVE FINISHED FLOOR	
		EMERGALITE: 12LP2S9-3							
		PACKOLITE: 12SP-12NAE							

FIRE ALARM SYSTEM EVENT MATRIX

FIRE ALARM DEVICE	ALARM SIGNAL TO FACP	SUPERVISORY SIGNAL TO FACP	TROUBLE SIGNAL TO FACP	ALARM SIGNAL TO REMOTE MONITORING STATION	SUPERVISORY SIGNAL TO REMOTE MONITORING STATION	TROUBLE SIGNAL TO REMOTE MONITORING STATION	HORN AND STROBE ACTIVATION FOR THE ENTIRE BUILDING	SHUTDOWN AIR HANDLING UNITS	ELEVATOR RECALL TO FIRST FLOOR (NEW RMH RELAY AT ELEVATOR)	ELEVATOR RECALL TO SECOND FLOOR (NEW RMH RELAY AT ELEVATOR)	POWER SUPPLY DISCONNECT TO ELEVATOR (NEW CONTROL MODULE AT "SHIMS")	ACTIVATE FLASHING HAT SIGNAL IN ELEVATOR CAB AND FIRST LOOR ELEVATOR LOBBY (NEW RMH RELAY AT ELEVATOR)
SMOKE DETECTOR @ ELEVATOR LANDING ON FIRST FLOOR	X			X			X	X		X		
SMOKE DETECTOR @ ELEVATOR LANDING ON SECOND FLOOR	X			X			X	X	X			
SMOKE DETECTOR - ELEVATOR MACHINE ROOM	X			X			X	X	X			X
SMOKE DETECTOR - ELEVATOR SHAFT	X			X			X	X	X			

ELECTRICAL ABBREVIATIONS:

A	AMPERES	KV	KILOVOLTS
AF	FUSE AMPERE RATING	MC	MECHANICAL CONTRACTOR
AFF	ABOVE FINISHED FLOOR	MCB	MAIN CIRCUIT BREAKER
ATS	AUTOMATIC TRANSFER SWITCH	M.E.P.	MECHANICAL EQUIPMENT FLOOR
C	CONDUIT	NF	NONFUSED
CKT	CIRCUIT	P	POLE
EOS	ENCLOSED CIRCUIT BREAKER	PN	PHASE
		PNL	PANEL
EC	ELECTRICAL CONTRACTOR	SN	SOLID NEUTRAL
E.C.	ELEVATOR CONTRACTOR	UTP	UNSHIELDED TWISTED PAIR
ERCS	ELEVATOR RECALL CONTROL AND SUPERVISORY UNIT	V	VOLTS
EX	EXISTING	VA	VOLT-AMPERES
FA	FIRE ALARM	W	WIRE, WATTS
FACP	FIRE ALARM CONTROL PANEL	WP	WEATHERPROOF
G	EQUIPMENT GROUNDING CONDUCTOR		
GF	GROUND FAULT CIRCUIT INTERRUPTER		
KAIC	KILOVOLT AMPERES		

ELECTRICAL SYMBOL LEGEND

- LIGHT FIXTURE, CEILING MOUNTED
- LIGHT FIXTURE, WALL MOUNTED
- UNDER LIGHT FIXTURE
- EMERGENCY LIGHTING UNIT
- S TOGGLE SWITCH, SINGLE POLE
- S_3 TOGGLE SWITCH, 3 WAY
- DUPLEX RECEPTACLE
- PANELBOARD
- JUNCTION BOX
- DS DISCONNECT SWITCH
- BRANCH CIRCUIT HOME RUN TO PANELBOARD
- HIRING IN CONDUIT, 3#12 CONDUCTORS IN 3/4" CONDUIT UNLESS OTHERWISE NOTED.
- EX. ADJACENT TO A CEILING FIXTURE, EQUIPMENT, OR DEVICE INDICATES EXISTING TO REMAIN
- FIRE ALARM SYSTEM SMOKE DETECTOR
- FIRE ALARM SYSTEM HEAT DETECTOR
- FIRE ALARM SYSTEM RELAY MODULE - HAT SIGNAL
- FIRE ALARM SYSTEM RELAY MODULE - DESIGNATED RECALL LEVEL
- FIRE ALARM SYSTEM RELAY MODULE - ALTERNATE RECALL LEVEL
- FIRE ALARM SYSTEM CONTROL MODULE
- FIRE ALARM SYSTEM MONITOR MODULE
- FIRE ALARM SYSTEM PULL STATION

REVISIONS

DES. BY:	KEE	PROJECT NO.	2017-41
DWN. BY:	FKE	DATE:	05/11/2023
CHKD. BY:	FKE	SCALE:	AS NOTED

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 15705 FRANK E. EDWARDS
5/23/2023

FAYETTEVILLE NORTH CAROLINA

CUMBERLAND COUNTY

CROWN COLISEUM ELEVATOR MODERNIZATION

ELECTRICAL SCHEDULES, SYMBOLS AND DETAILS

Wooten
120 Hicks Rogers Avenue • Raleigh, NC 27603-1423
(919) 828-0031 • www.wootencompany.com
License Number: F-0115

SHEET NO.

E100

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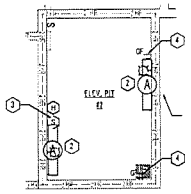

4 E101 ELEVATOR #1 PIT ELECTRICAL PLAN
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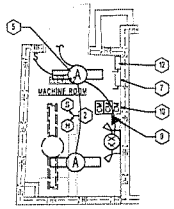

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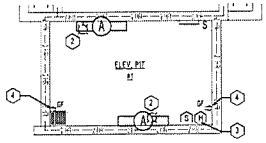

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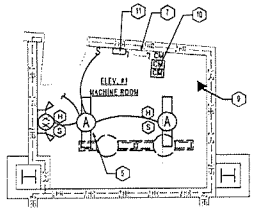

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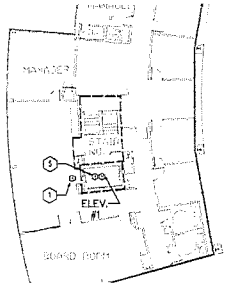

7 E101 PARTIAL ELEV. #1 OFFICE FLOOR ELECTRICAL PLAN
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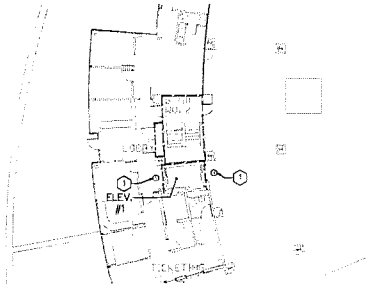
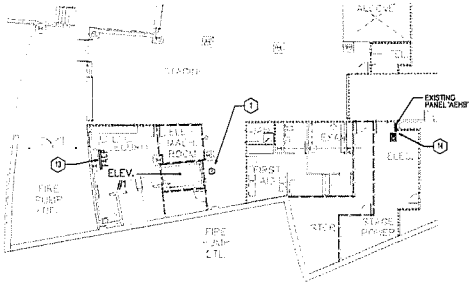


6 E101 PARTIAL ELEV. #1 CONCOURSE FLOOR ELECTRICAL PLAN
SCALE: 1/16"=1'-0"



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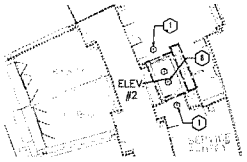
SCALE: 1/16"=1'-0"



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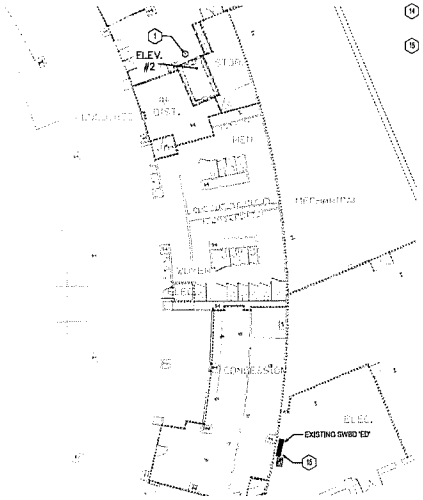
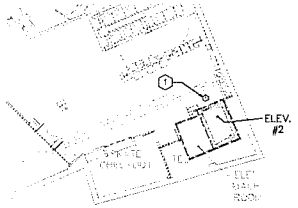
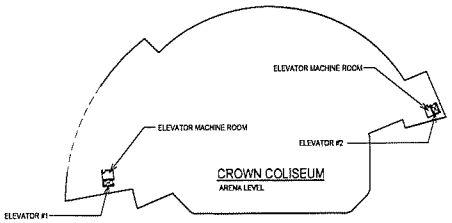


9 E101 PARTIAL ELEV. #2 CONCOURSE FLOOR ELECTRICAL PLAN
SCALE: 1/16"=1'-0"



8 E101 PARTIAL ELEV. #2 ARENA FLOOR ELECTRICAL PLAN
SCALE: 1/16"=1'-0"

11 E101 PARTIAL ELEV. #2 HOSPITALITY FLOOR ELECTRICAL PLAN
SCALE: 1/16"=1'-0"



CUMBERLAND COUNTY CROWN COLISEUM KEY PLAN
NOT TO SCALE

RATED WALL LEGEND:
2 HR RATED WALL
2 HR RATED WALL
1 HR RATED WALL

ELECTRICAL KEY NOTES:

1. EXISTING ELEVATOR LOBBY SMOKE DETECTOR TO REMAIN.
2. EXISTING PIT LIGHTS TO BE REPLACED. MAINTAIN CIRCUIT AND INSTALL NEW FIXTURE.
3. EXISTING ELEVATOR PIT SMOKE AND HEAT DETECTORS TO REMAIN.
4. EXISTING ELEVATOR PIT RECEPTACLES TO REMAIN.
5. EXISTING ELEVATOR SHAFT SMOKE AND HEAT DETECTORS TO REMAIN.
6. EXISTING ELEVATOR ROOM LIGHTS TO BE REPLACED. MAINTAIN CIRCUITS FOR USE IN NEW WORK.
7. ELEVATOR LIGHTS DISCONNECT TO REMAIN. PROVIDE 3#12 IN 3/4"C. FROM DISCONNECT TO NEW ELEVATOR CONTROLLER.
8. EXISTING SHAFT SMOKE AND HEAT DETECTORS TO REMOVED AND REINSTALLED ON NEW GYPSUM BOARD CEILING.
9. RECONNECT EXISTING DATA CONNECTION TO NEW ELEVATOR CONTROLLER.
10. TWO EXISTING FIRE ALARM CONTROL MODULES TO REMAIN. PROVIDE NEW THIRD FIRE ALARM CONTROL MODULES, FLASHING HAT SIGNAL AND CONNECT ALL THREE TO NEW ELEVATOR CONTROLLER.
11. PROVIDE NEW 480V, 3-PH, 100A FUSED DISCONNECT SWITCH FOR NEW ELEVATOR CONTROLLERS. PROVIDE AUXILIARY CONTRACTS AND 3#12 TO ELEVATOR CONTROLLER. PROVIDE NEW 3#3 CU, #6 GND IN 1-1/4"C, FROM NEW 100A DISCONNECT TO NEW ELEVATOR CONTROLLER.
12. PROVIDE NEW 480V, 3-PH, 200A FUSED DISCONNECT SWITCH FOR NEW ELEVATOR CONTROLLERS. PROVIDE AUXILIARY CONTRACTS AND 3#12 TO ELEVATOR CONTROLLER. PROVIDE NEW 3#3 CU, #6 GND IN 1-1/4"C, FROM NEW 100A DISCONNECT TO NEW ELEVATOR CONTROLLER.
13. EXISTING FIRE ALARM CONTROL PANEL (NOTIFIER).
14. EXISTING PANEL 'AEHS' (GE), REPLACE EXISTING 480V, 100A 3P BREAKER WITH 100A 3P SHUNT TRIP BREAKER AND PROVIDE NEW FIRE ALARM CONTROL MODULE TO ACTIVATE SHUNT UPON SIGNAL FROM FIRE ALARM CONTROL PANEL.
15. EXISTING PANEL 'ED' (GE), , REPLACE EXISTING 480V, 200A 3P BREAKER WITH 200A 3P SHUNT TRIP BREAKER AND PROVIDE NEW FIRE ALARM CONTROL MODULE TO ACTIVATE SHUNT UPON SIGNAL FROM FIRE ALARM CONTROL PANEL.

REVISIONS

PROJECT NO.	217141
DATE	MAY 12, 2023
SCALE	AS NOTED
DESIGN BY:	FGE
DWN BY:	FGE
CHKD BY:	FGE

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 16765 FRANK GRAY ELECTRICAL ENGINEERING 5/30/2023

CUMBERLAND COUNTY
FAYETTEVILLE NORTH CAROLINA
CROWN COLISEUM ELEVATOR MODERNIZATION

ELECTRICAL PLANS

Wooten
123 North Boylan Avenue • Raleigh, NC 27603-1423
(919) 828-0031 • • Firm License Number: F-0115

SHEET NO.
E101

SPECIFICATIONS AND DRAWINGS
CUMBERLAND COUNTY:
CROWN COLISEUM ELEVATOR MODERNIZATIONS
TWC # 2877-M

SUBJECT: ADDENDUM NO. 1 JUNE 21, 2023
To the Plans and Specifications for:
Cumberland County: Crown Coliseum Elevator Modernizations

To: PROSPECTIVE BIDDERS AND OTHER CONCERNED PARTIES

This ADDENDUM forms a part of the Contract Documents and modifies the original Bidding Documents as noted below. Bidders shall acknowledge receipt of the ADDENDUM in the space provided on the Bid Form. Failure to do so may subject the Bidder to Disqualification.

A. Project Manual

1. Supplementary General Conditions

CONTRACT COMPLETION TIME AND LIQUIDATED DAMAGES, B. Contract Times: Days, b: change to read:

"Parts of the Work shall be substantially completed on or before the following Milestone(s):

i. Milestone 1 Contractor field verification/shop drawings/14 days
ii. Milestone 2 Engineer reviews and returns submittals/28 days
iii. Milestone 3 Equipment fabrication and delivery/84 days
iv. Milestone 4 Elevator 1 shut down (limited to 84 consecutive days)/168 days
v. Milestone 5 Elevator 1 Final Inspection/170 days
vi. Milestone 6 Elevator 1 Complete punch list /177 days
vii. Milestone 7 Elevator 2 shut down (limited to 84 consecutive days)/261 days
viii. Milestone 8 Elevator 2 Final Inspection/263 days
ix. Milestone 9 Elevator 2 Complete punch list and final billing /270 days"

2. Section 142000 – HYDRAULIC ELEVATOR

QUESTION 1: SECTION 1.11 – WARRANTY states: A.d. Maintenance: Elevator Contractor shall provide twelve (12) months full contract service beginning at the date of final acceptance by Owner. Service is to be provided on a monthly basis (minimum 4 hours) during regular work days except that emergency callback service shall be available 24 hours a day, 7 days a week. Onsite responses are required to be within on (1) hour for out of service calls and emergency entrapments.
For clarifications or change,
The PM – Preventative Maintenance services recommended by the equipment manufacturers for optimum performance may be different as to the scope. Please confirm the manufacturers of the equipment installed recommendations, if different, as best case for required maintenance services are acceptable.

QUESTION 2: Specification Section 142000 – 4 – 1.11.A.5 (Page 68) – The specification references an "Appendix A" which is an all-inclusive full maintenance contract that has been included as part of the project specifications. However, I have been unable to locate this Appendix A. Could you please direct me to Appendix A or provide a copy if not included in the project specifications?

RESPONSE 1 & 2: Add attached "Appendix A – Full-Service, All Inclusive Elevator Maintenance Agreement".

QUESTION 3: SECTION 1.2 – SUMMARY states: Speed at 100fpm. After survey, the cross head data plates indicate: 150fpm. Please clarify and confirm scope speed for new install.

QUESTION 4: Specification Section 142000 – 6 – 2.2.B (Page 70) – The specification states a speed of 100 FPM but multiple equipment data tags state an existing speed of 150 FPM. Please confirm the desired speed for post-modernization performance requirements.

RESPONSE 3 & 4: In 1.2.A.1&2 Change "100fpm" to read "150 fpm".

QUESTION 5: SECTION 2.27 – CAR ENCLOSURE (NEW) states: General: Provide manufacturers standard enameled – steel car enclosures with removable wall panels,... Clarification on whether or not NEW car enclosures are to be NEW or retained. It is our understanding that the existing car enclosures/shells will be retained, - please confirm.

RESPONSE 5: Add 2.27.A.10 "Provide manufacturer's standard enameled-steel car enclosure."

QUESTION 6: Specification Section 142000 – 10 – 2.27.A.2 (Page 74) – The specification references a new cab enclosure with plastic laminate wall panels. However, the project drawings reference a new cab enclosure with brushed stainless steel wall panels. Please confirm the desired finish of the new cab interior wall panels.

RESPONSE 6: In 2.27.A.2 Change "Wall Panels shall be plastic laminate, as selected from manufacturer's standard selections and approved by the Project Architect." to read "Provide Wall Panels per Architectural details."

QUESTION 7: Specification Section 142000 – 11 – 2.28 (Page 75) – Please confirm if car riding lanterns are required? Car riding lanterns – (4) per elevator – are existing but new car riding lanterns do not appear to be required by the project specifications.

RESPONSE 7: In 2.28 – SIGNAL FIXTURES (NEW) add the following: "G. Car Riding Lanterns; 1. Provide two (2) car riding lanterns, in each car, located in the return as per Code."

QUESTION 8: Specification Section 142000 – 11 – 2.28.C.5 (Page 75) - This section/line appears to be incomplete. Please confirm?

RESPONSE 8: In 2.28.C.5 Change "Provide on Hall Station at each landing" to read "Provide Position Indicators on Hall Station at each landing."

QUESTION 9: Specification Section 142000 – 11- 2.28.D (Page 75) – Please confirm if new hall lanterns are required as hall lanterns are not existing?

RESPONSE 9: Delete Section 2.28D.

B. Drawings

1. (N/A)

Bids will be received until 1:00 PM on Wednesday, June 28, 2023.

FOR THE OWNER

THE WOOTEN COMPANY

BY:
Russell D. Pearlman, AIA

END OF DOCUMENT

APPENDIX A - FULL SERVICE, ALL INCLUSIVE ELEVATOR MAINTENANCE AGREEMENT

1. **QUALIFICATION OF BIDDERS:** The importance of maintaining the elevator equipment for Cumberland County, Crown Coliseum, in line with its original design performance and in safe operating condition requires the service to be performed by an experienced and competent elevator contractor who has satisfactorily maintained elevators of this type and to the degree included in these specifications.

   Bidder shall therefore furnish within 48 hours of receiving written request from Owner's representative:

   A A statement that he is regularly engaged in the business of installing, and/or servicing elevators of the type and character of equipment covered by these specifications.

   B. A complete description and location of his nearest service and warehouse facilities available for furnishing maintenance on the elevators covered by these specifications and including the following items: Contractor agrees to allow the inspection of these facilities by Owner's Representative.

      a. A list including names of personnel directly employed by the bidder, whose responsibility is performing maintenance, giving the length of time each has been employed by the bidder and the amount of experience each has had in maintaining elevators of the same type and manufacture as covered by these specifications.

      b. An outline of service and warehousing facilities, showing a complete list of parts, equal to or better than original manufacturers spare parts on hand of the same type and specifications as used on the elevators covered in these specifications.

      c. A list of elevator installations, service contracts, and cancellations during the last two (2) years within the State of North Carolina by the bidder.

      d. A description of any other factors concerning the bidder's maintenance program, personnel and service facilities that will substantiate his ability to properly maintain the elevators in a safest dependable manner.

      e. A list of any technical information and engineering data shall be furnished by bidder in order to prove the technical capability to perform maintenance specified.

   C. Cumberland County reserves the right to request a copy of the current annual report or Certified financial statement prepared by a Certified Public Accountant, indicating financial capability to furnish the elevator maintenance specified. This information will be kept confidential.

   D. All personnel employed by the Contractor in this work shall be duly trained and competent.

MAINTENANCE SPECIFICATIONS

1. **Required Maintenance Service:**

A. Contractor under this contract will maintain the entire elevator equipment as hereinafter described, on the terms and conditions subsequently set forth. Contractor will use trained personnel directly employed and supervised by the Contractor. These men will be qualified to keep the equipment properly adjusted, and will use all reasonable care to maintain the elevators in proper and safe operating condition

B. Contractor will regularly and systematically examine, adjust, clean, lubricate, furnish lubricants, and when conditions warrant, repair, or replace: MACHINE, MOTOR, GENERATOR AND CONTROLLER PARTS, including but not limited to Worms, Gears, Thrusts, Bearings, Commutators, Rotating Elements, Coils, Contacts, Resistors, Magnet Frame, Hydraulic Valves, and other parts.

These replacement parts shall be equal to or better than the parts installed by the original manufacturer in terms of both performance and quality. Contractor shall provide a list of all repair parts, repair part numbers and source of manufacturer plant to Facility Management as repairs are completed.

C. Contractor will keep the guide rails properly lubricated, secured, and aligned at all times. Where roller guides are used no lubrication is required. When necessary, renew guide shoe gibs or guide rollers in order to assure smooth and quiet operation,

D. Contractor will periodically examine all safety devices and governors and equalize the tension on all hoisting ropes. All safety tests required by the ANSI-A17.1 and the State of North Carolina shall be performed when due and in the presence of a state official, or his designee.

E. Contractor will renew all wire ropes as often as necessary to maintain an adequate factor of safety, and repair and/or replace conductor cables

F. All lubricants used by the Contractor will be equal to or better than the quality specified by the manufacturer of the equipment.

G. Contractor will also examine, lubricate, adjust, repair and/or replace the following equipment:

a. Interlocks

b. Car and hatch Door Operators

c. Car and Hatch Door Hangers

d. Door Closures

e. Signal System and Emergency Power Pack, Emergency power lower devices.

H. The following items of elevator equipment are not included in this contract:

a. Underground and/or buried piping and jack casing.

b. Smoke and fire sensors with related control equipment not specifically part of the elevator controls.

c. Refinishing, repairing or replacement of car enclosure, car doors, hoistway door panels, frames and sills, main line power switches, breakers and feeders to controller.

The contractor will furnish necessary qualified elevator mechanic(s) to properly maintain elevators in accordance with Specification Section 142000-1.11 Warranty, at a minimum, and the requirements of manufactures specifications, Monday through Friday, 8:00 AM to 5:00 PM for all buildings.

2. **Schedule of Maintenance Operations:** The following schedule of inspection and maintenance operations shall be followed in carrying out the performance of this contract. **This schedule constitutes the minimum of operations to be provided**. The successful bidder must recognize that additional service may be required in order to comply with performance evaluation requirements.

This service is to be performed at least once per month or more often as required according to the elevator industry standard maintenance requirements so as to maintain the equipment at proper performance levels.

1. Ride each car, check operation of car and hatch doors, acceleration, deceleration, floor stops, and brake action. Make corrections as necessary.

2. Inspect and wipe clean all motors, machines, and generators.

3. Inspect controllers, selectors, selector drives, and governors.

4. Clean and adjust all controller and selector contacts. Renew worn contacts and/or shunts where necessary. Check sequence of operation.

5. Wipe clean all motor, generator, and exciter commutators, clean and check brushes and brush holders. Renew or reset brushes if necessary.

6. Clean and lubricate direction and accelerating switches.

7. Inspect brake operation. Check shoe to brake pulley clearance and adjust as required for proper operation. Clean pulley, as needed, and lubricate pivot pins.

8. Inspect, and clean working parts of all governors for free operation.

9. Clean hoistway pits and inspect equipment in them.

10. Inspect all door operating equipment including motor brushes, commutator, belts or chains, contacts, drive vanes and blocks. Clean, lubricate, adjust or replace as necessary.

11. Check retiring cam operation and make necessary adjustments or corrections.

12. Clean car position indicators, arrival gongs, adjust or replace as necessary.

13. Examine all wire ropes and fastenings, check and adjust rope tension.

14. Examine traveling cables for wear and position, replace as necessary.

15. Examine counterweight and compensator ropes. Check and adjust compensator switch. Clean compensator, lubricate bearings as necessary.

16. Inspect door monitoring equipment, photo eyes, safety screens and safety edge units. Clean, lubricate, adjust or repair as necessary.

17. Lubricate selector drive screws and guides and clean contacts if necessary.

18. Clean and lubricate automatic slow down and stopping switches on top of cars.

19. Inspect, clean, car guides and lubricate rails (unless roller guides are used).

20. Clean and Check car fan motors for proper operation, replace if necessary.

21. Inspect drive and secondary sheaves, clean and lubricate as required.

22. Check bearings for proper operation and wear.

23. Examine machine gear teeth for cutting or noise; keep machine oil at proper levels.

24. While riding on top of cars, physically check condition and operation of door locking equipment.

25. Perform electrical test of door interlock circuits.

26. Clean, lubricate and examine door locks and door closer equipment.

27. Examine car and counterweight guide shoe and fastenings.

28. Renew gibs or rollers, lubricate as necessary. Clean door tracks.

29. Remove car station cover, blow out, clean and adjust contacts, switches and buttons.

30. Examine, clean with proper solution, and repair as necessary commutator, brushes and brush holders of all control motors and regulators, and generators.

31. Thoroughly examine and clean starter and control panels, replace all worn contacts and shunts.

32. Check, clean and adjust operation of slow-down and limit switches.

33. Clean governor and safety for proper operation and lubricate.

34. Examine and clean the buffers, Oil plunger if necessary. Perform "hand test" of plunger return.

35. Blow out and vacuum controller motors and M. G. Sets.

36. Check machine gear oil, seal any oil leaks, examine gear teeth, and refill with fresh oil as necessary.

37. Clean and lubricate hoistway door hanger tracks and door arms.

38. Examine car and counterweight wire hoist ropes and governor ropes for wear and condition. Re-rope if necessary.

39. Clean rails, hatch walls, car top, pit, overhead sheaves, and beams. Check bracket bolts for tightness.

40. All parts subject to rust will be painted as required to maintain a presentable appearance.

41. Check monthly to be sure the car lights and alarm system operate when on emergency power (emergency power battery pack) as per ANSI A17.1.

42. Check all car handrails monthly and tighten as necessary.

This schedule constitutes the minimum of operations to be provided. The successful bidder must recognize that additional service may be required in order to comply with performance evaluation requirements.

3. **Performance Requirements:** It is the intention of this specification that elevator equipment be maintained so as to preserve the operating characteristics in line with the original design. Should designated authority find through his own investigation or that of his representative that these standards are not being maintained, the Contractor will be given fourteen (14) days' notice to restore the performance to the required level. Failure by the Contractor to restore the performance to the required level within the fourteen (14) day period shall constitute sufficient cause for termination the contract by reason of default, at the option of Cumberland County. Cannibalization of elevators to restore other elevators to operational status is strictly prohibited without prior approval of the Contract Administrator.

The following are performance levels which are a part of the original design and which shall be maintained at all times.

A. Contract speed of all elevators shall be maintained, and brake to brake flight times shall be maintained as originally installed.

B. Leveling accuracy of all elevators shall be maintained at all times.

C. Opening and closing times of all hoistway and car doors shall be maintained within limits of ANSI A17.1 code yet assuring minimum standing time at each floor.

D. Door reversals on all elevators equipped with mechanical safety shoes shall always be initiated within the stroke of the shoe. Light ray, and safety screen devices shall be operable at all times under normal operation,

E. "Variable car and hall door hold open times shall be maintained in accordance with original design." Deviations from this will not be permitted.

F. Elevators operating under Group Supervisory Systems shall operate at all times in accordance with design specifications as originally installed. The Contractor shall be required to periodically test these systems and submit to the Owner, test data indicating performance levels of systems and proof that variable and fixed features are operating properly, and all circuits and time settings are properly adjusted.

G. Emergency Fire Service Operation and Emergence Communication Devices shall be tested monthly to be sure it is functioning properly as required by ANSI A17.1 and the North Carolina Building Code. Test record shall be entered on appropriate form located in mechanical room.

4. **Spare Parts:** To assure the maximum use of elevators and a minimum shutdown time for emergency repairs the successful bidder will be required to have and maintain on the jobs in metal cabinets furnished by him, a supply of spare parts sufficient for normal and repair of the elevator. These spare parts and lubricants shall be equal to or better than original manufacturer's parts.

   Used parts or parts that are not equal to or better than genuine manufacturer's parts are not acceptable and will not be permitted.

5. **SCHEDULE:** The Contractor shall furnish Cumberland County a written schedule of when major service, resulting in downtime, will be performed at least thirty (30) days prior to service.

Additional Provisions and Requirements:

A. Contractor shall not be under any obligation hereunder to make any renewals or repairs except those incidental to the operation of the machinery.

   Contractor is not required under this Warranty to make renewals or repairs necessitated by reason of negligence, accident, or misuse of machinery, apparatus, or car, by a person other than Contractor or his employees. If renewals or repairs are required under these conditions, the Contractor will obtain approval from appropriate personnel at the facility before any repairs are made, giving an estimated cost to complete the renewal or repair.

B. If overtime work is required by the designated authority covering routine work (service work, examinations) at times other than regular work hours, 8:00 a.m. - 5:00 p.m., Monday-Friday, the Owner will compensate the Contractor at rate agreed to prior to performance of work.

C. **INSPECTION:** The Contractor shall accompany a designated representative(s) of Cumberland County on inspections of the work location at any time during business hours of the County. Failure to satisfactorily perform any or all services outlined in the contract will be grounds for cancellation of the contract. Contractor will furnish, as required, at no cost to the County, Qualified Personnel to accompany the State Elevator Inspector if requested.

D. **JOB CONFERENCES:** When requested by Owner, the Contractor will make himself available for a conference on the past month(s) performance of the contract with a representative of the Contracting Agency. A written periodic performance report may be requested by proper authorities within the Owner.

E. **EQUIPMENT AND SUPPLIES:** The Contractor shall furnish all necessary equipment, supplies and materials necessary for professionally performing all work under this Warranty. Losses to the Owner caused by inferior quality work, equipment or supplies shall be reimbursed by the Contractor.

F. **PERMITS AND TECHNICAL DATA AND WIRING DIAGRAMS:** Elevator Contractor shall provide the Owner with a set of reproducible wiring diagrams covering all changes, modifications, etc., which took place during the term of the Warranty.

G. **EMERGENCY CALL BACK SERVICE:** The Contractor shall provide at all times (24 hours per day, 7 days per week) emergency call back service to Cumberland County, Crown Coliseum. Emergency callback service shall consist of responding (responding means being on the job site) within a one (1) hour period of notification(s) by an authorized representative of the Elevator Contractor to restore an elevator to service in a case where a shutdown or emergency develops between routine maintenance.

Overtime emergency call back service is not included in this contract and shall be billable at rates established by Elevator Contractor and accepted by Owner.

H. **PLANT ENGINEERING CHECK:** Each time an elevator is serviced, whether emergency or regular routine, a report on approved form shall be submitted to the facility within forty-eight (48) hours after servicing. This report shall cover all work done at the time of servicing.

I. **FAILURE TO PERFORM:** Contractor shall guarantee all work required during the contract period for the duration of the Warranty. Should the Owner determine during the contract period or within thirty (30) days after termination that any required work has been performed improperly or not performed at all, the Contractor shall, after mailing of written notification by the County, correct said difficulty within fourteen (14) days. Failure to correct the defect in fourteen (14) days will be construed as default of the contract. All requirements written during the contract period by the North Carolina Department of Labor Elevator Division that are the responsibility of the elevator contractor, shall be completed before the abatement date of the report, or expiration of the Warranty period, whichever is less.

K. **CONTRACTOR EMPLOYEE POLICY:** Contractor employees shall be of a good character as decided by the Contractor and Owner as determined by reference, work record, and police check; shall wear distinctive uniforms or badges while on State Property; shall be instructed to abide by any rules and regulation set forth by the Owner; shall report immediately any property damage; shall not engage in unnecessary conversation with customer employees, tenants, or students; shall not remove any article from the facility regardless of its value and regardless of any employee's permission. This includes any item found in the trash.

SPECIFICATIONS AND DRAWINGS
CUMBERLAND COUNTY:
CROWN COLISEUM ELEVATOR MODERNIZATIONS
TWC # 2877-M

SUBJECT: ADDENDUM NO. 2 AUGUST 02, 2023
To the Plans and Specifications for:
Cumberland County: Crown Coliseum Elevator Modernizations

To: PROSPECTIVE BIDDERS AND OTHER CONCERNED PARTIES

This ADDENDUM forms a part of the Contract Documents and modifies the original Bidding Documents as noted below. Bidders shall acknowledge receipt of the ADDENDUM in the space provided on the Bid Form. Failure to do so may subject the Bidder to Disqualification.

A. Project Manual

1. Invitation for Proposals
   a. Replace with attached.

B. Drawings

1. (N/A)

Bids will be received until 1:00 PM on Wednesday, August 16, 2023.

FOR THE OWNER

THE WOOTEN COMPANY

BY:
Russell D. Pearlman, AIA

END OF DOCUMENT

ADVERTISEMENT

INVITATION FOR PROPOSALS

FOR

CUMBERLAND COUNTY
ENGINEERING & INFRASTRUCTURE DEPARTMENT

CROWN COLISEUM ELEVATOR MODERNIZATIONS, FAYETTEVILLE, NORTH CAROLINA

Cumberland County, North Carolina

A pre-bid conference will not occur for this project.

Pursuant to Section 143-131 of the General Statutes of North Carolina, informal bids are solicited and will be received in the office of the Cumberland County Engineering & Infrastructure Department, Room 214, in the Historic Courthouse located at 130 Gillespie Street, Fayetteville, North Carolina at any time before **1:00 PM** on **August 16, 2023,** and then publicly opened in the office of the Cumberland County Engineering & Infrastructure Department in the Historic Courthouse and read for construction of the proposed:

Proposals must be enclosed in a sealed envelope addressed to Mr. Jermaine M. Walker, Director of Engineering and Infrastructure, 130 Gillespie Street, Room 214, Fayetteville, NC 28301. The outside of the envelope must be marked **"PROPOSAL FOR CROWN COLISEUM ELEVATOR MODERNIZATIONS"** and shall indicate the name, address, telephone number and state license number of the bidder. Proposals must be submitted on the printed form, or exact copies thereof, contained in the Contract Documents.

Bidder shall identify on the bid, the minority businesses that will be utilized on the project with corresponding total dollar value of the bid and affidavit listing good faith efforts or an affidavit indicating work under Contract will be self-performed, as required by G.S. 143-128.2(c) and G.S. 143-128.2(f). Failure to comply with these requirements is grounds for rejection of the bid.

Before awarding a Contract, the Owner will require the apparent Low Bidder to qualify himself to be a responsible Bidder by furnishing Affidavit C or Affidavit D of the MWBE Participation Program within seventy-two (72) hours after requested by the Engineer.

A bid bond is required for this project.

Performance and Payment Bonds are required.

All Contractors are notified that North Carolina Statutory provisions as to licensing for Contractors will be observed in receiving, reading and awarding of contracts.

Plans and specifications, including Contract Documents, are open to public inspection and available upon request at the Cumberland County Engineering & Infrastructure Department Office, 130 Gillespie Street, Fayetteville, NC.

The County reserves the right to reject any or all proposals. The bidder to whom the contract may be awarded must comply with the requirements of G.S. Section 143-131, as amended.

No bids may be withdrawn after the scheduled closing time for the receipt of proposals for a period of forty-five (45) days.

THE AMERICAN INSTITUTE OF ARCHITECTS

Bond No. GSA2400951

AIA Document A312

Performance Bond

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

CONTRACTOR (Name and Address):

CMC Building, Inc.
5670 Old Lake Road
Bolton, NC 28423

SURETY (Name and Principal Place of Business):

The Gray Casualty & Surety Company
P.O. Box 6202
Metairie, LA 70009-6202

OWNER (Name and Address):

County of Cumberland
117 Dick St.
Fayetteville, NC 28301

CONSTRUCTION CONTRACT
Date: August 25, 2023
Amount: $522,870.00 Five Hundred Twenty Two Thousand Eight Hundred Seventy Dollars and 00/100
Description (Name and Location): Cumberland County Crown Coliseum Elevator Modernizations

BOND
Date (Not earlier than Construction Contract Date): August 28, 2023
Amount: $522,870.00 Five Hundred Twenty Two Thousand Eight Hundred Seventy Dollars and 00/100
Modifications to this Bond: ☒ None ☐ See Page 3

CMC BUILDING, INC. CORPORATE SEAL BOLTON, NC

CONTRACTOR AS PRINCIPAL
Company: (Corporate Seal)
CMC Building, Inc.

Signature: Emma Jo
Name and Title: President

SURETY
Company: (Corporate Seal)
The Gray Casualty & Surety Company

Signature: Chelsea Craney
Name and Title: Chelsea Craney
Attorney-in-Fact

THE GRAY CASUALTY & SURETY COMPANY SEAL

(Any additional signatures appear on page 3)

(FOR INFORMATION ONLY - Name, Address and Telephone)
AGENT or BROKER:
McGriff Insurance Services, LLC
4309 Emperor Blvd., Ste. 300
Durham, NC 27703
919-281-4500

OWNER'S REPRESENTATIVE *(Architect, Engineer or other party) :*

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3 If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4 When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or

.2 Deny liability in whole or in part and notify the Owner citing reasons therefor.

5 If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

8 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

9 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation avail-

able to sureties as a defense in the jurisdiction of the suit shall be applicable.

10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12 DEFINITIONS

12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		SURETY	
Company:	(Corporate Seal)	Company:	(Corporate Seal)
Signature: _____		Signature: _____	
Name and Title:		Name and Title:	
Address:		Address:	

THE AMERICAN INSTITUTE OF ARCHITECTS

Bond No. GSA2400951

AIA Document A311

Labor and Material Payment Bond

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

KNOW ALL MEN BY THESE PRESENTS: that CMC Building, Inc.
(Here insert full name and address or legal title of Contractor)

5670 Old Lake Road Bolton, NC 28423

as Principal, hereinafter called Principal, and, The Gray Casualty & Surety Company
(Here insert full name and address or legal title of Surety)

P.O. Box 6202, Metairie, LA 70009-6202

as Surety, hereinafter called Surety, are held and firmly bound unto County of Cumberland
(Here insert full name and address or legal title of Owner)

117 Dick St. Fayetteville, NC 28301

as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the

amount of Five Hundred Twenty Two Thousand Eight Hundred Seventy Dollars and 00/100
(Here insert a sum equal to at least one-half of the contract price) **Dollars ($** 522,870.00 **),**

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement dated August 25, 2023 **, entered into a contract with Owner for**
(Here insert full name, address and description of project)
Cumberland County Crown Coliseum Elevator Modernizations

in accordance with Drawings and Specifications prepared by
(Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

LABOR AND MATERIAL PAYMENT BOND

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void, otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety or mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this 28th day of August, 2023.

CMC BUILDING, INC. CORPORATE SEAL BOLTON, NC

ATTEST:

By: Rachel Moore
(Witness)

CMC Building, Inc.
(Principal) (Seal)

By: Emma Jacobs President
(Title)

WITNESS:

By: Katherine L Pence
(Witness)

THE GRAY CASUALTY & SURETY COMPANY SEAL

The Gray Casualty & Surety Company
(Surety) (Seal)

By: Chelsea Craney
Chelsea Craney (Title) Attorney-in-Fact

THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY

GENERAL POWER OF ATTORNEY

Bond Number: GSA2400951
Principal: CMC Building, Inc.
Obligee: County of Cumberland

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: Chelsea Craney

on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of
$25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 28th day of October, 2021.

THE GRAY INSURANCE COMPANY SEAL

By: Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske
President
The Gray Casualty & Surety Company

THE GRAY CASUALTY & SURETY COMPANY SEAL

State of Louisiana
ss:
Parish of Jefferson

On this 28th day of October, 2021, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.

Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 28th day of August, 2023.

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 28th day of August, 2023.

THE GRAY INSURANCE COMPANY SEAL

THE GRAY CASUALTY & SURETY COMPANY SEAL

PROPOSAL

TO CUMBERLAND COUNTY
NORTH CAROLINA

The undersigned hereby signifies that it is CMC Building, Inc. (his or her) intention and purpose to enter into a contract to furnish labor, materials, equipment, apparatus, etc., as required and to do all the work necessary for the:

CUMBERLAND COUNTY CROWN COLISEUM ELEVATOR MODERNIZATIONS

as described in the specifications and shown on the plans in accordance with the terms of the Advertisement, Instructions to Bidders, the foregoing Specifications, and the following form of Contract, and this Proposal and the Plans; and pursuant with the requirements of the Advertisement and Instructions to bidders which are as follows:

THAT: The undersigned carefully examined the Instructions to Bidders, the Specifications, Plans, this form of Proposal, and the Contract and Fully understands them.

THAT: The undersigned carefully examined the site or sites of the project or projects and is familiar with the conditions under which the work, or any part of it, is to be done and the conditions which must be fulfilled in furnishing and/or erection or construction of any or all items of the project, and the furnishing only of any materials, equipment, or apparatus specified in connection therewith.

THAT: The undersigned will provide all necessary tools, machinery apparatus, and all means necessary to complete such Contract as may be entered into, and in the manner prescribed in the Contract and Specifications and according to the Plans and requirements under the of the Engineer, in the first class manner.

THAT: The right of Cumberland County and the recommendations of the Engineer are not to be questioned in the award of the Contract.

THAT: It is the intention of Cumberland County, North Carolina, subject to the conditions set forth, to award contracts for the project on the basis of bids received at this letting and in such manner as they may decide as being in the best interests of the County.

THAT: The County reserves the right to reject any of all proposals.

THAT: A proposal made by a corporation must be signed by its proper officers in a legal manner and its official address stated herein.

THAT: A proposal made by a firm shall be signed with the name of each member of said firm and the firm name added, with the official address of said firm.

THAT: The undersigned will complete such contract as is hereby proposed to enter into within the time stated in the notice to proceed and stipulated in the Contract.

THAT: The Bidder acknowledges receipt of the following Addendum:
Addendum 1
Addendum 2

THAT: The Contractor agrees to furnish all materials, labor and equipment and to install complete in place the work in accordance with the Plans and Specifications for the lump sum of:

BASE BID:

FIVE HUNDRED TWENTY-TWO THOUSAND, EIGHT HUNDRED SEVENTY Dollars and 0/100 Dollars ($ 522, 870.00).

Total Bid ($ 522, 870.00).

Submitted, this 16th day of August ,[Year] 2023

CMC Building, Inc.
CONTRACTOR

By: Emma J. Jacobs
(Signature of Person, Firm or Corporation making Bid)

(Seal - If Bid is by a Corporation) Title: President

Address: 5670 Old Lake Road, Bolton, NC 28423

Attest: Carla G Allen

License No. 52920

Phone: 910-655-1490

Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid

Identification of HUB Certified/ Minority Business Participation

I, CMC Building, Inc.
(Name of Bidder)

do hereby certify that on this project, we will use the following HUB Certified/ minority business as construction subcontractors, vendors, suppliers or providers of professional services.

Firm Name, Address and Phone #	Work Type	*Minority Category	**HUB Certified (Y/N)
N/A			

*Minority categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**D**)

**** HUB Certification with the state HUB Office required to be counted toward state participation goals.**

The total value of minority business contracting will be ($) 0 .

Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid

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

County of Pender

(Name of Bidder)

Affidavit of CMC Building, Inc.

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

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

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

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

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

Date: 8/16/2023 Name of Authorized Officer: Emma J Jacobs

Signature: Emma J. Jacobs

Title: President

State of North Carolina County of Pender

Subscribed and sworn to before me this 16th day of August 2023

Notary Public Carla G Allen

My commission expires 1-28-24

MBForms 2002-Revised July 2010

FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS THAT _____

CMC Building, Inc. _____ as principal, and The Gray Casualty & Surety Company _____, as surety, who is duly licensed to act as surety in North Carolina, are held and firmly bound unto Cumberland County _____ as obligee, in the penal sum of Five Percent of Amount Bid 5% DOLLARS, lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed, sealed and dated this 16th day of August, 2023

WHEREAS, the said principal is herewith submitting proposal for

Crown Coliseum Elevator Modernization

and the principal desires to file this bid bond in lieu of making the cash deposit as required by G.S. 143-129.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION is such, that if the principal shall be awarded the contract for which the bid is submitted and shall execute the contract and give bond for the faithful performance thereof within ten days after the award of same to the principal, then this obligation shall be null and void; but if the principal fails to so execute such contract and give performance bond as required by G.S. 143-129, the surety shall, upon demand, forthwith pay to the obligee the amount set forth in the first paragraph hereof. Provided further, that the bid may be withdrawn as provided by G.S. 143-129.1

CMC Building, Inc. _____ (SEAL)

By: Emma J. Jacobs _____ (SEAL)

_____ (SEAL)

The Gray Casualty & Surety Company _____ (SEAL)

By: Heather Segrist _____ (SEAL)

Heather Segrist, Attorney-in-Fact

THE GRAY CASUALTY & SURETY COMPANY SEAL

THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY
GENERAL POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS, THAT **The Gray Insurance Company** and **The Gray Casualty & Surety Company,** corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Heather Segrist**
on behalf of each of the Companies named above its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of $10,000,000.

Surety Bond Number: Bid Bond
Principal: CMC Building, Inc.
Obligee: Cumberland County

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both **The Gray Insurance Company** and **The Gray Casualty & Surety Company** at meetings duly called and held on the 26th day of June, 2003.

"**RESOLVED,** that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and **The Gray Casualty & Surety Company** have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 12th day of September, 2011.

By: Michael T. Gray
President, **The Gray Insurance Company**
and
Vice President,
The Gray Casualty & Surety Company

Attest: Mark S. Manguno
Secretary,
The Gray Insurance Company,
The Gray Casualty & Surety Company

State of Louisiana
ss:
Parish of Jefferson

On this 12th day of September, 2011, before me, a Notary Public, personally appeared Michael T. Gray, President of **The Gray Insurance Company** and Vice President of **The Gray Casualty & Surety Company,** and Mark S. Manguno, Secretary of **The Gray Insurance Company** and **The Gray Casualty & Surety Company,** personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.

Lisa S. Millar, Notary Public, Parish of Orleans
State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of **The Gray Insurance Company** and **The Gray Casualty & Surety Company,** do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 16th day of August, 2023.

Mark S. Manguno, Secretary
The Gray Insurance Company
The Gray Casualty & Surety Company

Do not submit with the bid Do not submit with the bid Do not submit with the bid Do not submit with the bid Do not submit with the bid

State of North Carolina AFFIDAVIT D – Good Faith Efforts

County of Pender

(Note this form is to be submitted only by the apparent lowest responsible, responsive bidder.)

If the goal of 10% participation by HUB Certified/ minority business **is not** achieved, the Bidder shall provide the following documentation to the Owner of his good faith efforts:

Affidavit of CMC Building, Inc. (Name of Bidder) I do hereby certify that on the Cumberland County Crown Coliseum Elevator Moderizations (Project Name)

Project ID# N/A Amount of Bid $ $522,870.00

I will expend a minimum of _____% of the total dollar amount of the contract with HUB certified/ minority business enterprises. Minority businesses will be employed as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the following firms listed below. (Attach additional sheets if required)

Name and Phone Number	*Minority Category	**HUB Certified Y/N	Work Description	Dollar Value
D9 Painting Group	B	Y	Painting	$3,800.00
Precise Sprinkler	F	Y	Sprinkler	$3,500.00

*Minority categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**D**)

**** HUB Certification with the state HUB Office required to be counted toward state participation goals.**

Examples of documentation that may be required to demonstrate the Bidder's good faith efforts to meet the goals set forth in these provisions include, but are not necessarily limited to, the following:

A. Copies of solicitations for quotes to at least three (3) minority business firms from the source list provided by the State for each subcontract to be let under this contract (if 3 or more firms are shown on the source list). Each solicitation shall contain a specific description of the work to be subcontracted, location where bid documents can be reviewed, representative of the Prime Bidder to contact, and location, date and time when quotes must be received.

B. Copies of quotes or responses received from each firm responding to the solicitation.

C. A telephone log of follow-up calls to each firm sent a solicitation.

D. For subcontracts where a minority business firm is not considered the lowest responsible sub-bidder, copies of quotes received from all firms submitting quotes for that particular subcontract.

E. Documentation of any contacts or correspondence to minority business, community, or contractor organizations in an attempt to meet the goal.

F. Copy of pre-bid roster

G. Letter documenting efforts to provide assistance in obtaining required bonding or insurance for minority business.

H. Letter detailing reasons for rejection of minority business due to lack of qualification.

I. Letter documenting proposed assistance offered to minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letter of credit, including waiving credit that is ordinarily required.

Failure to provide the documentation as listed in these provisions may result in rejection of the bid and award to the next lowest responsible and responsive bidder.

Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

Do not submit with the bid Do not submit with the bid Do not submit with the bid Do not submit with the bid Do not submit with the bid

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

Date: 8/25/2023 Name of Authorized Officer: Emma J Jacobs

Signature: Emma J. Jacobs

Title: President

CARLA G ALLEN
MY COMMISSION EXPIRES
NOTARY PUBLIC
SEAL
JANUARY 28, 2024
PENDER COUNTY NC

State of North Carolina, County of Pender

Subscribed and sworn to before me this 25 day of October 2023

Notary Public Carla G Allen

My commission expires 1-28-24

CUMBERLAND COUNTY
NORTH CAROLINA

OFFICE OF THE COUNTY ATTORNEY

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF DECEMBER 18, 2023

TO: **BOARD OF COUNTY COMMISSIONERS**

FROM: **COUNTY ATTORNEY**

DATE: **12/8/2023**

SUBJECT: **PROOF OF PUBLICATION FOR CLOSURE OF A PORTION OF KING ROAD (FORMERLY SR 4089)**

BACKGROUND

The public hearing for the closure of a portion of King Road (formerly SR4089) was held November 6, 2023. At that time, the attached proof of publication of the notice of the hearing in the *Fayetteville Observer* had not been received. It was subsequently received and is placed on this agenda as a consent item to create a permanent record.

RECOMMENDATION / PROPOSED ACTION

No board action is necessary.

ATTACHMENTS:

Description	Type
King Road - Proof of Publication	Backup Material

LOCALiQ

StarNews | The Dispatch | Times-News
Sun Journal | The Daily News | The Star
The Free Press | Gaston Gazette
The Fayetteville Observer

PO Box 631697 Cincinnati, OH 45263-1697

PROOF OF PUBLICATION

County Attorney's Office/Legal Dept.
Cumb Co Attorney'S,Myra Brooks
Po Box 1829

Fayetteville NC 28302-1829

STATE OF NORTH CAROLINA, COUNTY OF CUMBERLAND

The Fayetteville Observer, a newspaper distributed in the county of Cumberland, published in the City of Fayetteville, County of Cumberland, State of North Carolina printed and published and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issues dated on:

10/20/2023, 10/27/2023, 11/03/2023

and that the fees charged are legal. The Fayetteville Observer was a newspaper meeting all the requirements and qualifications prescribed by Sec. No. 1-597 G.S. of N.C.
Sworn to and subscribed before on 11/03/2023

Legal Clerk

Nicole Jacobs

Notary, State of WI, County of Brown

8-21-26

My commision expires

Publication Cost:	$261.72	
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NICOLE JACOBS
Notary Public
State of Wisconsin

CUMBERLAND COUNTY BOARD OF COMMISSIONERS NOTICE OF PUBLIC HEARING PURSUANT TO NCGS 153A-241 TO CONSIDER THE CLOSURE OF A PORTION OF KING ROAD

TAKE NOTICE that the Cumberland County Board of Commissioners adopted a resolution declaring its intent to close that portion of King Road (formerly SR 4089) lying between its intersection with King Road and Rockfish Road. The Board shall conduct a public hearing on November 6, 2023, at 9:00 a.m. in the Commissioners Meeting Room (Room 118), First Floor, Courthouse, 117 Dick Street, Fayetteville, North Carolina, to hear all interested persons who appear with respect to whether the closing would be detrimental to the public interest or to any individual's property rights.

Clerk to the Board
October 20,27,November 3 2023
LWLM0028205

OFFICE OF THE COUNTY ATTORNEY

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF DECEMBER 18, 2023

TO: **BOARD OF COUNTY COMMISSIONERS**

FROM: **COUNTY ATTORNEY**

DATE: **12/8/2023**

SUBJECT: **APPROVAL OF THE SELECTION OF OUTSIDE COUNSEL FOR LITIGATION**

BACKGROUND

In a recent closed session, the board directed the county attorney to engage outside counsel to handle the pending litigation of Linda Ward and Steven Brey vs. Shenae Whitehead and other defendants including the county and unnamed social workers employed at DSS, case file no. 23-CVS 4607. One of the assistant county attorneys had been appointed to represent plaintiff Steven Brey for some portion of the underlying case concerning the plaintiffs' minor child. The county attorney requests the board to approve the selection of Cranfill Sumner LLP as the law firm to represent the county defendants in this matter. This firm has substantial experience representing local governments in North Carolina. The proposed letter of engagement is attached.

RECOMMENDATION / PROPOSED ACTION

Approve the engagement of the firm of Cranfill Sumner LLP for this matter and authorize the county attorney to sign the engagement letter on behalf of the county.

ATTACHMENTS:

Description	Type
Ward & Brey v. Whitehead et al (DSS) - Cranfill Sumner	Backup Material

RALEIGH OFFICE

5420 WADE PARK BLVD., SUITE 300 (27607)
POST OFFICE BOX 27808
RALEIGH, NORTH CAROLINA 27611-7808
TELEPHONE (919) 828-5100
FAX (919) 828-2277

CRANFILL SUMNER LLP

JENNIFER A. WELCH
ATTORNEY AT LAW
DIRECT DIAL #: (919) 863-8739
DIRECT FAX #: (919) 863-3463
EMAIL: JWELCH@CSHLAW.COM
WWW.CSHLAW.COM

December 7, 2023

VIA EMAIL
Robert A. Hasty, Jr.
Assistant County Attorney
For Cumberland County
rhasty@cumberlandcountync.gov

RE: Lynda Ward and Steven Brey et al v. CUMBERLAND COUNTY et al
Our File No.: 11337.0000002

Dear Rob:

This will confirm that Cranfill Sumner LLP has been asked to represent Cumberland County in connection with the above-referenced lawsuit. We very much appreciate the opportunity to work with Cumberland County again.

This letter constitutes the legal service engagement agreement (the "Agreement") between Cumberland County, North Carolina ("the County", "you" or "Client") and Cranfill Sumner LLP ("we" or the "Firm"), describes the terms of our relationship, and sets forth the general terms of our assistance to you in the above-referenced matter. If this Agreement is acceptable to you, please sign and return a copy to me at your earliest convenience.

1. Scope of Engagement: Representation of the County in the above-referenced lawsuit, including any investigation related to handling the defense of any claims that may fall within the allegations of the Complaint. With respect to the lawsuit, this will include defending allegations which are contained in the complaint as originally filed or as it may be amended. This representation does not involve an undertaking to represent the client or its interests in any other matter other than that described above.

2. Fees for Services: Our fees for the services rendered will be based on the time spent by our personnel. My own current billing rate as a partner for this matter is $300 per hour. Rates for other partners will also be billed at $300 per hour, and associates will be billed at $250 per hour. The rate for paralegals is $150 per hour.

3. Expenses: In addition to fees for legal services, there are certain costs and expenses that you may be obligated to pay. Costs and expenses over $100 may be billed directly to you. You agree to pay these bills on a timely basis according to their terms.

4. Payment of Fees and Expenses: All fees and expenses shall be invoiced and payable on a monthly basis. You agree to pay our invoices on a timely basis.

5. Incoming Wire Protection: In the event you are ever are asked to wire funds to the Firm's office, you agree that you will send a wire only pursuant to the following instructions.

BEFORE SENDING ANY WIRE, CALL THE FIRM'S OFFICE TO VERIFY THE INSTRUCTIONS. THE FIRM WILL NOT CHANGE WIRING INSTRUCTIONS. IF YOU RECEIVE WIRING INSTRUCTIONS FOR A DIFFERENT BANK, BRANCH LOCATION, ACCOUNT NAME, OR ACCOUNT NUMBER, THEY SHOULD BE PRESUMED TO BE FRAUDULENT. DO NOT SEND ANY FUNDS AND CONTACT THE FIRM'S OFFICE IMMEDIATELY. FAILURE TO FOLLOW THIS PROCEDURE ENDANGERS THE CLIENT'S FUNDS.

5. Permission to Use Information in Marketing of the Law Firm: By signing this Agreement, you agree that your name, logo, and a general description of this matter may be used by the Firm in its business development efforts and materials. If you do not wish for this information to be used in the manner specified, please draw a line through and initial this paragraph.

6. Termination of Representation: It is understood that, subject to any limitations imposed by the court, and in the Firm's case subject to ethical requirements, the Firm or you may terminate the Firm's representation.

7. Warranty: You acknowledge that we have made no guarantees as to the outcome or the amounts recoverable in connection with this matter.

8. Client Documents: We will maintain any documents you furnish us in our client file (or files) for this matter. At the conclusion of the matter (or earlier, if appropriate), it is your obligation to advise us as to which, if any, of the documents in our files you wish us to turn over to you. We will retain any remaining documents in our files for a reasonable period of time and ultimately destroy them in accordance with our record retention program schedule then in effect.

9. Choice of Law: All rights and obligations of the Firm and you arising under or related to this agreement shall be governed by the laws of the State of North Carolina.

10. Confirmation of Agreement: If the foregoing is agreeable to you, please acknowledge your understanding and agreement by signing and returning a copy of this letter, which shall control all obligations set forth herein except as may subsequently be agreed upon in writing.

We appreciate your confidence in our firm and assure you that we will make every effort to perform our services in a prompt and efficient manner. Please feel free to contact me if you have any comments or questions concerning this Agreement.

Very truly yours,

CRANFILL SUMNER LLP

By: _____
Jennifer A. Welch

Agreed and accepted on _____, 2023.

CUMBERLAND COUNTY, NORTH CAROLINA

By: _____
(Signature)

_____
(Printed name)

OFFICE OF THE COUNTY ATTORNEY

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF DECEMBER 18, 2023

TO: **BOARD OF COUNTY COMMISSIONERS**

FROM: **COUNTY ATTORNEY**

DATE: **12/8/2023**

SUBJECT: **APPROVAL OF SALE OF SURPLUS REAL PROPERTY LOCATED AT 237 S. WINDSOR DRIVE, FAYETTEVILLE**

BACKGROUND

On November 6, 2023, the board adopted a resolution of its intent to accept the offer of Takea Walker, on behalf of Elegance Property Management LLC, to purchase property with PIN 0438-31-6260, being Lot 19 Windsor Terrace, Plat Book 9 at Page 74 located at 237 S. Windsor Drive, Fayetteville, for $9,044.63, and directed that it be advertised and sold pursuant to the upset bid process of G.S. § 160A-269. The parcel is zoned SF6 with a tax value of $8,000.00. Based on the County GIS Parcel View System and the tax records, there is no structure on the lot.

Notice of the proposed sale, subject to the upset bid process required by G.S. § 160A-269, was advertised in the *Fayetteville Observer* on November 9, 2023. The proof of publication is attached. More than 10 days have elapsed since the notice was published. No upset bid was received.

RECOMMENDATION / PROPOSED ACTION

County attorney recommends the board approve this sale and authorize the chair or the county manager to execute a deed for the property upon the county's receipt of the balance of the purchase price.

ATTACHMENTS:

Description	Type
237SWinsor - Proof of Publication	Backup Material

LOCALiQ

StarNews | The Dispatch | Times-News
Sun Journal | The Daily News | The Star
The Free Press | Gaston Gazette
The Fayetteville Observer

PO Box 631697 Cincinnati, OH 45263-1697

PROOF OF PUBLICATION

County Attorney's Office/Legal Dept.
Cumb Co Attorney'S,Myra Brooks
Po Box 1829

Fayetteville NC 28302-1829

STATE OF NORTH CAROLINA, COUNTY OF CUMBERLAND

The Fayetteville Observer, a newspaper distributed in the county of Cumberland, published in the City of Fayetteville, County of Cumberland, State of North Carolina printed and published and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issues dated on:

11/09/2023

and that the fees charged are legal. The Fayetteville Observer was a newspaper meeting all the requirements and qualifications prescribed by Sec. No. 1-597 G.S. of N.C.
Sworn to and subscribed before on 11/09/2023

Legal Clerk

Notary, State of WI, County of Brown

8-21-26

My commision expires

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NICOLE JACOBS
Notary Public
State of Wisconsin

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

Take notice that the board of commissioners finds the real property with PIN 0438-31-6260, being Lot 19 Windsor Terrace, Plat Book 9, page 74, located at 237 S. Windsor Drive, Fayetteville, is not needed for governmental purposes and proposes to accept an offer to purchase the property for $9,044.63. Within 10 days of this notice any person may raise the bid by not less than ten percent (10%) of the first one thousand dollars ($1,000) and five percent (5%) of the remainder by making a five percent (5%) deposit of the bid with the clerk. This procedure shall be repeated until no further qualifying upset bids are received. The board of commissioners may at any time reject any and all offers. Further details may be obtained from the Office of the County Attorney, Suite 551-Courthouse, Fayetteville, NC 28302.

November 9, 2023 Andrea Tebbe, Clerk to the Board

November 9 2023

LWLM0032771

CUMBERLAND COUNTY
NORTH CAROLINA

OFFICE OF THE COUNTY ATTORNEY

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF DECEMBER 18, 2023

TO: **BOARD OF COUNTY COMMISSIONERS**

FROM: **COUNTY ATTORNEY**

DATE: **12/8/2023**

SUBJECT: **APPROVAL OF SALE OF SURPLUS REAL PROPERTY LOCATED AT 2318 SLATER AVENUE, FAYETTEVILLE**

BACKGROUND

On November 6, 2023, the board adopted a resolution of its intent to accept the offer of Michael Nepstad, Jr., and Susan Nepstad to purchase property with PIN 0428-87-3075, being Lots 96-97 Jennie Wheeler Property, Plat Book 9 at Page 76 located at 2318 Slater Avenue, Fayetteville, for $5,633.22, and directed that it be advertised and sold pursuant to the upset bid process of G.S. § 160A-269. The parcel is zoned MR5 with a tax value of $7,500.00. Based on the County GIS Parcel View System and the tax records, there is no structure on the lot.

Notice of the proposed sale, subject to the upset bid process required by G.S. § 160A-269, was advertised in the *Fayetteville Observer* on November 9, 2023. The proof of publication is attached. More than 10 days have elapsed since the notice was published. No upset bid was received.

RECOMMENDATION / PROPOSED ACTION

County attorney recommends the board approve this sale and authorize the chair or the county manager to execute a deed for the property upon the county's receipt of the balance of the purchase price.

ATTACHMENTS:

Description	Type
2318 Slater - POP	Backup Material

LOCALiQ

StarNews | The Dispatch | Times-News
Sun Journal | The Daily News | The Star
The Free Press | Gaston Gazette
The Fayetteville Observer

PO Box 631697 Cincinnati, OH 45263-1697

PROOF OF PUBLICATION

County Attorney's Office/Legal Dept.
Cumb Co Attorney'S,Myra Brooks
Po Box 1829

Fayetteville NC 28302-1829

STATE OF NORTH CAROLINA, COUNTY OF CUMBERLAND

The Fayetteville Observer, a newspaper distributed in the county of Cumberland, published in the City of Fayetteville, County of Cumberland, State of North Carolina printed and published and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issues dated on:

11/09/2023

and that the fees charged are legal. The Fayetteville Observer was a newspaper meeting all the requirements and qualifications prescribed by Sec. No. 1-597 G.S. of N.C.
Sworn to and subscribed before on 11/09/2023

Legal Clerk

Nicole Jacobs

Notary, State of WI, County of Brown

8-21-26

My commision expires

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NICOLE JACOBS
Notary Public
State of Wisconsin

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

Take notice that the board of commissioners finds the real property with PIN 0428-87-3075, being Lots 96-97 Jennie Wheeler Property, Plat Book 9. page 76, located at 2318 Slater Avenue, Fayetteville, is not needed for governmental purposes and proposes to accept an offer to purchase the property for $5,633.22. Within 10 days of this notice any person may raise the bid by not less than ten percent (10%) of the first one thousand dollars ($1,000) and five percent (5%) of the remainder by making a five percent (5%) deposit of the bid with the clerk. This procedure shall be repeated until no further qualifying upset bids are received. The board of commissioners may at any time reject any and all offers. Further details may be obtained from the Office of the County Attorney, Suite 551-Courthouse, Fayetteville, NC 28302.

November 9, 2023 Andrea Tebbe, Clerk to the Board

November 9 2023

LWLM0032768

OFFICE OF THE COUNTY ATTORNEY

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF DECEMBER 18, 2023

TO: **BOARD OF COUNTY COMMISSIONERS**

FROM: **COUNTY ATTORNEY**

DATE: **12/11/2023**

SUBJECT: **ACCEPTANCE OF OFFER TO PURCHASE SURPLUS PROPERTIES LOCATED AT 217 AND 219 PRESTON AVENUE, FAYETTEVILLE**

BACKGROUND

The county and City of Fayetteville acquired the properties described below by tax foreclosure in 2004 for a price of $23,964.17:

> **PIN 0428-57-7978**, being Lots 34-35 Chandler Heights, Plat Book 12 at Page 1, located at 217 Preston Avenue, Fayetteville; tax value $3,000, zoned SF6
>
> **PIN 0428-57-7932**, being Lots 36-39 Chandler Heights, Plat Book 12 at Page 1, located at 219 Preston Avenue, Fayetteville; tax value $3,750, zoned SF6

Based on the GIS Mapping and the tax records, there are no structures on these lots. The city conveyed its interest in these properties to the county January 17, 2006, by a quitclaim deed recorded in Book 7122 at Page 614. Codjo Cossou has made an offer to purchase these properties for $10,000. If the board proposes to accept this offer, the proposed sale must be advertised subject to the upset bid process of G. S. § 160A-269. The proposed advertisement is included in the recommendation below.

RECOMMENDATION / PROPOSED ACTION

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

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

Take notice that the board of commissioners finds the real properties with PIN 0428-57-7978, being Lots 34-35 Chandler Heights, Plat Book 12 at Page 1, located at 217 Preston Avenue, Fayetteville; and PIN 0428-57-7932, being Lots 36-39 Chandler Heights, Plat Book 12 at Page 1, located at 219 Preston Avenue, Fayetteville, are not needed for governmental purposes and proposes to accept an offer to purchase these properties for $10,000. Within 10 days of this notice any person may raise the bid by not less than ten percent (10%) of the first one thousand dollars ($1,000) and five percent (5%) of the remainder by making a five percent (5%) deposit of the bid with the clerk. This procedure shall be repeated until no further qualifying upset bids are received. The board of commissioners may at any time reject any and all offers. Further details may be obtained from the Office of the County Attorney, Suite 551-Courthouse, Fayetteville, NC 28302.

December ___, 2023 Andrea Tebbe, Clerk to the Board

OFFICE OF THE COUNTY ATTORNEY

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF DECEMBER 18, 2023

TO: **BOARD OF COUNTY COMMISSIONERS**

FROM: **COUNTY ATTORNEY**

DATE: **12/11/2023**

SUBJECT: **ACCEPTANCE OF OFFER TO PURCHASE SURPLUS PROPERTY LOCATED OFF SCOTT AVENUE, FAYETTEVILLE**

BACKGROUND

The county and City of Fayetteville acquired the real property with PIN 0438-44-8328, being Lot 2 M.D. Riddle Property, Plat Book 10 at Page 40 located off Scott Avenue, Fayetteville, at a tax foreclosure sale in 2008 for a purchase price of $3,352.79. The property is zoned SF6 with a tax value of $2,275. Based on the GIS Mapping and the tax records, there is no structure on the land. The city conveyed its interest in the property to the county on November 20, 2023, by a quitclaim deed recorded in Book 11860 at Page 624. Mr. Sandre Ennis has made an offer to purchase the property for $3,352.79. If the board proposes to accept this offer, the proposed sale must be advertised subject to the upset bid process of G. S. § 160A-269. The proposed advertisement is included in the recommendation below.

RECOMMENDATION / PROPOSED ACTION

The county attorney recommends the board consider the offer of Mr. Sandre Ennis. If the board proposes to accept the offer, resolve that the described real property is not needed for governmental purposes and direct that it be advertised and sold pursuant to the upset bid process of G. S. § 160A-269.

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

Take notice that the board of commissioners finds the real property with PIN 0438-44-8328, being Lot 2 M.D. Riddle Property, Plat Book 10 at Page 40 located off Scott Avenue, Fayetteville, is not needed for governmental purposes and proposes to accept an offer to purchase the property for $3,352.79. Within 10 days of this notice any person may raise the bid by not less than ten percent (10%) of the first one thousand

dollars ($1,000) and five percent (5%) of the remainder by making a five percent (5%) deposit of the bid with the clerk. This procedure shall be repeated until no further qualifying upset bids are received. The board of commissioners may at any time reject any and all offers. Further details may be obtained from the Office of the County Attorney, Suite 551-Courthouse, Fayetteville, NC 28302.

December ___, 2023 Andrea Tebbe, Clerk to the Board

OFFICE OF THE COUNTY ATTORNEY

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF DECEMBER 18, 2023

TO: **BOARD OF COUNTY COMMISSIONERS**

FROM: **COUNTY ATTORNEY**

DATE: **12/11/2023**

SUBJECT: ACCEPTANCE OF OFFER TO PURCHASE SURPLUS PROPERTY LOCATED AT 119 LARAINE STREET, FAYETTEVILLE

BACKGROUND

The county and City of Fayetteville acquired the real property with PIN 0418-29-7064, located at 119 Laraine Street, Fayetteville, at a tax foreclosure sale in 2008 for a purchase price of $11,534.30. The property is zoned SF6 with a tax value of $4,219. Based on the GIS Mapping and the tax records, there is no structure on the land. The city conveyed its interest in the property to the county on March 8, 2023, by a quitclaim deed recorded in Book 11687 at Page 124. Demond Hogan, on behalf of Black Rose 72 LLC, has made an offer to purchase the property for $6,000. If the board proposes to accept this offer, the proposed sale must be advertised subject to the upset bid process of G. S. § 160A-269. The proposed advertisement is included in the recommendation below.

RECOMMENDATION / PROPOSED ACTION

The county attorney recommends the board consider the offer of Demond Hogan on behalf of Black Rose 72 LLC. If the board proposes to accept the offer, resolve that the described real property is not needed for governmental purposes and direct that it be advertised and sold pursuant to the upset bid process of G. S. § 160A-269.

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

Take notice that the board of commissioners finds the real property with PIN 0418-29-7064, located at 119 Laraine Street, Fayetteville, is not needed for governmental purposes and proposes to accept an offer to purchase the property for $6,000. Within 10 days of this notice any person may raise the bid by not less than

ten percent (10%) of the first one thousand dollars ($1,000) and five percent (5%) of the remainder by making a five percent (5%) deposit of the bid with the clerk. This procedure shall be repeated until no further qualifying upset bids are received. The board of commissioners may at any time reject any and all offers. Further details may be obtained from the Office of the County Attorney, Suite 551-Courthouse, Fayetteville, NC 28302.

December ___, 2023 Andrea Tebbe, Clerk to the Board

BUDGET DIVISION

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF DECEMBER 18, 2023

TO: **BOARD OF COUNTY COMMISSIONERS**

FROM: **DEBORAH W. SHAW, BUDGET AND PERFORMANCE DIRECTOR**

DATE: **12/14/2023**

SUBJECT: **APPROVAL OF BUDGET ORDINANCE AMENDMENTS FOR THE DECEMBER 18, 2023 BOARD OF COMMISSIONERS' AGENDA**

BACKGROUND

General Fund 101

1) Animal Services – Budget Ordinance Amendment B240259 to recognize the Best Friends Animal Society Grant in the amount of $1,750

The Board is requested to accept and approve Budget Ordinance Amendment B240259 to recognize funds from the Best Friends Animal Society in the amount of $1,750. This funding will be used to offset the expenses for spay and neutering of the animals that were adopted during the Best Friends National Adoption Weekend in September 2023.

Please note that this amendment requires no additional county funds.

Animal Medical Fund 215

2) Animal Medical – Budget Ordinance Amendment B240477 to recognize the donation from the Animal Legal Defense Fund in the amount of $10,000

The Board is requested to approve Budget Ordinance Amendment B240477 to recognize the donation from the Animal Legal Defense Fund in the amount of $10,000. This funding is for the medical treatment, housing and other expenses related to the horses and foals that were admitted in August 2023.

Please note that this amendment requires no additional county funds.

Administrative Office of the Courts (AOC) Veterans Court Fund 241

3) Administrative Office of the Courts (AOC) Veterans Court FY24 – Budget Ordinance Amendment B240002 to recognize FY24 funds from the North Carolina Legislated State Directed Grants for the Cumberland County Veterans Treatment Court in the amount of $500,000
The Board is requested to accept and approve Budget Ordinance Amendment B240002 to recognize FY24 funds from the North Carolina Legislated State Directed Grants for the Cumberland County Veterans Treatment Court in the amount of $500,000. These funds will be utilized by the court system for personnel costs, participant case management, transportation, treatment, and supportive services. This grant was accepted and approved at the October 16, 2023, Board of Commissioners' meeting.

Please note that this amendment requires no additional county funds.

NC Elderly -Handicap Transportation Fund 277/General Fund 101

4) NC Elderly Transportation/General Government Other - Budget Ordinance Amendment B240502 to decrease general fund balance in the amount of $8,878 and to allocate revenue from the North Carolina Department of Transportation in the amount of $29,182

The Board is requested to accept and approve Budget Ordinance Amendment B240502 to decrease the general fund balance in the amount of $8,878 and to allocate and reconcile the amount of $29,182 from the North Carolina Department of Transportation. The North Carolina Department of Transportation is allowing the use of FY2023 unspent funds to be used for eligible expenses. These funds are to be used for transportation services for the Elderly and Disabled Transportation Assistance Program (EDTAP), the Employment and Transportation Assistance Program (EMPL), and the Rural General Public Program (RGP).

Please note this amendment requires no additional county funds.

REGARDING THE FOLLOWING ITEM #5, PLEASE NOTE:

Each fiscal year County departments may have projects that have been approved and initiated but were not complete by the fiscal year end (6/30/23) or items ordered that had not been received by fiscal year end. These projects or items were approved in the Fiscal Year 2023 budget; however, the money was not spent by June 30, 2023.

The following amendment seeks to bring those funds forward from Fiscal Year 2023 into the current fiscal year, allowing departments to complete and pay for these projects and items. This revision is not using 'new' funds but is recognizing the use of FY23 funds in FY24.

General Fund 101

5) Economic Physical Development Other - Budget Ordinance Amendment B240679 to re-appropriate grant funds from the North Carolina Golden Leaf Foundation in the amount of $937,600

The Board is requested to approve Budget Ordinance Amendment B240679 to re-appropriate grant funds from the North Carolina Golden Leaf Foundation in the amount of $937,600. These funds will be used for the Sand Hill Road Golden Leaf project that was approved but will not be completed until FY24. This grant was originally approved at the June 20, 2022, Board of Commissioners' meeting.

RECOMMENDATION / PROPOSED ACTION

Approve Budget Ordinance Amendments

CUMBERLAND COUNTY
NORTH CAROLINA

FINANCE DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF DECEMBER 18, 2023

TO: **BOARD OF COUNTY COMMISSIONERS**

FROM: **VICKI EVANS, FINANCE DIRECTOR**

DATE: **12/14/2023**

SUBJECT: AMENDMENT TO CONTRACT TO AUDIT ACCOUNTS

BACKGROUND

The Board of Commissioners approved the original Contract to Audit Accounts for fiscal year 2023 on April 17, 2023. The Local Government Commission assigns a report submission due date of October 31 with a grace period for audit submission by December 1. Cumberland County missed the deadline and will submit the report on December 8, 2023. Anytime the December 1 deadline is missed, an amendment to the audit contract extending the date is required.

The primary reason for untimely submission was turnover in Finance Accountant staffing as well as Internal Audit staffing. Two finance accountants relocated and one finance accountant retired and both Internal Audit staff retired while audit work was being completed. That work was absorbed by existing finance staff and one temporary re-hired retiree. Other reasons that led to the delay was Cherry Bekaert staffing and the untimely completion of the FACVB audit.

Cherry Bekaert has provided the attached Amendment to Contract to Audit Accounts.

During the December 14, 2023 Agenda Session meeting, the Board of Commissioners unanimously agreed to place this item on the consent agenda for approval.

RECOMMENDATION / PROPOSED ACTION

Approve the Amendment to Contract to Audit Accounts for fiscal year 2023 by extending the submission date to December 8, 2023.

ATTACHMENTS:

Description	Type
Amendment to Contract to Audit Accounts	Backup Material

LGC-205 Amendment

AMENDMENT TO CONTRACT TO AUDIT ACCOUNTS

Rev. 11/2022

Whereas	Primary Government Unit Cumberland County, North Carolina
and	Discretely Presented Component Unit (DPCU) (if applicable) Cumberland County Tourism Development Authority
and	Auditor Cherry Bekaert LLP

entered into a contract in which the Auditor agreed to audit the accounts of the Primary Government Unit and DPCU (if applicable)

for Fiscal Year Ending 06/30/23 and originally to be submitted to the LGC on Date 10/31/23

hereby agree that it is now necessary that the contract be modified as follows.

☑ Modification to date submitted to LGC

☐ Modification to fee

Original date	Modified date
10/31/23	12/08/23
Original fee	**Modified fee**

Reason(s) for Contract Amendment

Primary (choose 1)	Other (choose 0-2)	
○	☐	Change in scope
◉	☐	Issue with unit staff/turnover
○	☑	Issue with auditor staff/workload
○	☐	Third-party financial statements not prepared by agreed-upon date
○	☐	Unit did not have bank reconciliations complete for the audit period
○	☐	Unit did not have reconciliations between subsidiary ledgers and general ledger complete
○	☐	Unit did not post previous years adjusting journal entries resulting in incorrect beginning balances in the general ledger
○	☐	Unit did not have information required for audit complete by the agreed-upon time
○	☑	Delay in component unit reports
○	☐	Software - implementation issue
○	☐	Software - system failure
○	☐	Software - ransomware/cyberattack
○	☐	Natural or other disaster
○	☐	Other (please explain)

Plan to Prevent Future Late Submissions

If the amendment is submitted to modify the date the audit will be submitted to the LGC, please indicate the steps the unit and auditor will take to prevent late filing of audits in subsequent years. Audits are due to the LGC four months after fiscal year end. Indicate NA if this is an amendment due to a change in cost only.

County and auditor will continue to work together towards a schedule of work that allows for timely submission.

Additional Information

Please provide any additional explanation or details regarding the contract modification.

By their signatures on the following pages, the Auditor, the Primary Government Unit, and the DPCU (if applicable), agree to these modified terms.

SIGNATURE PAGE

AUDIT FIRM

Audit Firm* Cherry Bekaert LLP	
Authorized Firm Representative* (typed or printed) April Adams	Signature* April Adam
Date* 12/07/23	Email Address aadams@cbh.com

GOVERNMENTAL UNIT

Governmental Unit* Cumberland County, North Carolina	
Date Primary Government Unit Governing Board Approved **Amended** Audit Contract* (If required by governing board policy)	
Mayor/Chairperson* (typed or printed) Glenn Adams	Signature*
Date	Email Address gadams@cumberlandcountync.gov

Chair of Audit Committee (typed or printed, or "NA") Dr. Jeannette M. Council	Signature
Date	Email Address jcouncil@cumberlandcountync.gov

GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE
ONLY REQUIRED IF FEES ARE MODIFIED IN THE AMENDED CONTRACT

(Pre-audit certificate not required for hospitals)

Required by G.S. 159-28(a1) or G.S. 115C-441(a1)

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* NCN - modified submission date only	Signature*
Date of Pre-Audit Certificate*	Email Address*

SIGNATURE PAGE – DPCU
(complete only if applicable)

DISCRETELY PRESENTED COMPONENT UNIT

DPCU Cumberland County Tourism Development Authority	
Date DPCU Governing Board Approved **Amended** Audit Contract (If required by governing board policy)	
DPCU Chairperson (typed or printed) Vivek Tandon	Signature
Date	Email Address vivckt@trinityncsc.com

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

DPCU – PRE-AUDIT CERTIFICATE
ONLY REQUIRED IF FEES ARE MODIFIED IN THE AMENDED CONTRACT

(Pre-audit certificate not required for hospitals)

Required by G.S. 159-28(a1) or G.S. 115C-441(a1)

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) n/a	Signature
Date of Pre-Audit Certificate	Email Address

SOLID WASTE MANAGEMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF DECEMBER 18, 2023

TO: **BOARD OF COUNTY COMMISSIONERS**

FROM: **AMANDA L. BADER, PE, GENERAL MANAGER FOR NATURAL RESOURCES**

DATE: **12/6/2023**

SUBJECT: **REQUEST FOR QUALIFICATIONS (RFQ) FOR PROFESSIONAL DESIGN SERVICES FOR CUMBERLAND COUNTY PUBLIC WATER SYSTEMS**

BACKGROUND

On November 16, 2023, the Public Utilities Division of the Engineering and Infrastructure Department advertised a Request for Qualifications from qualified engineering firms that provide services for the development and construction of public water systems within Cumberland County. The County is seeking a qualified consultant to encompass all aspects of developing and constructing the infrastructure to obtain surface water and/or groundwater source water, treatment, and delivery through new public water systems. These services may or will include assistance with applications to Federal and/or State agencies for funding, public outreach, hydraulic modeling, water treatability studies, negotiation of water purchase agreements, design, permitting, bidding, assistance with negotiating construction contracts, construction contract administration, construction observation, and project administration.

The firm selected would assist the County with development of a water system in southern Cumberland County to address groundwater contamination. The anticipated water source for this project is groundwater with treatment. The services to be provided for this initial project will include the development of the groundwater supply wells and the design of the system for treatment, storage, and water main construction standards.

Firms had until December 1, 2023, to submit their Statement of Qualifications. There were two firms that responded, McGill Associates, P.A. and HDR Engineering, Inc of the Carolinas. Staff reviewed the submittals and agreed that HDR is the best qualified to be selected for Professional Design Services for Cumberland County Public Water Systems.

This item was presented to the Board of Commissioners at their December 14, 2023, Agenda Session and the Board voted to move the item to the December 18, 2023, Consent Agenda.

RECOMMENDATION / PROPOSED ACTION

The Public Utilities Division, General Manager for Natural Resources and County Management recommend the proposed action:

1. Accept the selection of HDR Engineering, Inc. of the Carolinas as the best qualified firm for Professional Design Services for Cumberland County Public Water Systems.

2. Grant permission to enter negotiations for detailed scope of work, cost of services and prepare contract for approval at a future Board of Commissioners meeting.

ATTACHMENTS:

Description	Type
Summary Evaluation Design Services RFQ	Backup Material

Evaluation Sheet - Engineering Services - Professional Design Services
Total Max Points (Per Vendor) 100

Evaluators Name: Summary Sheet

Vendors	Firm Qualifications	Relevant Experience	Project Approach including Schedule	Project Team Qualifications	Firm References	Total	Notes *Additional Notes Below*
	20 Points Max	25 points Max	15 Points Max	25 Points Max	15 Points Max		
McGill	19.5	24.25	14.25	22.25	14.25	95	
HDR	20	24.75	15	25	15	99.75	

Additional Notes
*If additonal space is needed for notes, see attached

Vendors

DEPARTMENT OF SOCIAL SERVICES

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF DECEMBER 18, 2023

TO: **BOARD OF COUNTY COMMISSIONERS**

FROM: **BRENDA REID JACKSON, SOCIAL SERVICES DIRECTOR**

DATE: **12/18/2023**

SUBJECT: **DEPARTMENT OF SOCIAL SERVICES LEASE RENEWAL FOR FAMILY VISITATION CENTER**

BACKGROUND

On December 9, 2021 approval was obtained from the Board of County Commissioners to lease property at 2504 Raeford Road, Fayetteville, NC to serve as a family visitation center including office space to allow parents, siblings and other relatives to visit children in foster care in a family-friendly location. The current two-year lease expires December 31, 2023.

The terms of the initial lease changed due to new ownership of the property from Weeks Rental Properties, LLC to Northwest Valley Office Plaza, LLC with local management with Grant-Murray Property Management, LLC. Also, the annual rental cost reflects an increase from $20,400.00 ($1,700 a month) to $22,800 ($1,900 a month). Funds were budgeted for FY24 in anticipation of the rental cost increase. The proposed two-year lease agreement renewal under the new property owners has been reviewed and signed off for legal sufficiency by the County Legal Department.

On December 14, 2023, the Board of Commissioners at their Agenda Session meeting approved this item to move forward to the Consent Agenda for their December 18, 2023 Regular Meeting.

RECOMMENDATION / PROPOSED ACTION

Request the Board of Commissioner's approval to renew the lease agreement under the new property owners, Northwest Valley Office Plaza, LLC, for two years at a total annual cost of $22,800 payable in equal installments of $1,900 a month for family visitations including office space effective January 1, 2024.

ATTACHMENTS:

Description	Type
Commerical Lease Northwest Valley Office Plaza LLC	Backup Material

REALTORS® Commercial Alliance
REALTOR® North Carolina Association of REALTORS®

COMMERCIAL LEASE AGREEMENT
(Multi-Tenant Facility)

(Note: This form is not intended to be used as a Sublease and SHOULD NOT be used in Sublease circumstances)

THIS COMMERCIAL LEASE AGREEMENT, including any and all addenda attached hereto ("Lease"), is by and between **Northwest Valley Office Plaza, LLC**,
a(n) _____ ("Landlord"),
(individual *or* State of formation and type of entity)
whose address is **3559 Mt. Diablo Blvde #36, Lafayette, CA 95459**, and
County of Cumberland/Cumberland County Department of Social Services,
a(n) _____ ("Tenant").
(individual *or* State of formation and type of entity)
whose address is **1225 Ramsey St., Fayetteville, NC 28301**

☐ If this box is checked, the obligations of Tenant under this Lease are secured by the guaranty of _____ (name(s) of guarantor(s)) attached hereto and incorporated herein by reference.
(**Note:** Attach Guaranty Agreement (Form 595-T) or attorney-drafted guaranty.)

For and in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

PREMISES/PROPERTY
(Note: In this Section, Premises is the actual space being leased and Property is the broader site/location of the Premises.)

1. (a) Landlord leases unto Tenant, and Tenant hereby leases and takes upon the terms and conditions which hereinafter appear, those certain premises depicted on **Exhibit A** attached hereto and incorporated herein by reference (hereinafter called the "Premises"), which is a part of a building or buildings located at the Property (defined below).

The address of the Premises is:

(Address): **2504 Raeford Rd., Fayetteville, NC 28305-5294**

(b) The Premises is located at the following described property ("Property"):

(Address): **Suite C, Approximately 1753 square feet**

Plat Reference: Lot(s) _____, Block or Section _____, as shown on Plat Book or Slide _____ at Page(s) _____, _____ County, consisting of _____ acres.

☐ If this box is checked, Property shall mean that property described on **Exhibit B** attached hereto and incorporated herewith by reference.

(For information purposes: (i) the tax parcel number of the Property is: **a portion of 0427-41-5920**; and, (ii) some or all of the Property is described in Deed Book **10473**, Page No. **594**, **Cumberland** County.)

All facilities furnished at the Property and designated for the general use, in common, of occupants of the Property and their invitees, agents or employees, including Tenant hereunder, including but not limited to parking areas, streets, driveways, sidewalks, canopies, roadways, loading platforms, shelters, ramps, landscaped areas, exterior water faucets, irrigation systems, exterior lighting fixtures, signs and other facilities whether of a similar or dissimilar nature ("Common Areas") shall at all times be subject to the exclusive control and management of Landlord, and Landlord shall have the right from time to time to change the area, level, location and

North Carolina Association of REALTORS®, Inc.
REALTOR® Tenant Initials _____ / _____ Landlord Initials DS SS
EQUAL HOUSING OPPORTUNITY
STANDARD FORM 593-T
Revised 7/2023
© 7/2023
Grant Murray Property Management, LLC, 150 N. McPherson Church Rd, Fayetteville NC 28303 Phone: 9108682020 Fax: 9108682027 HEB CC Social
Becki Ross
Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

CONTRACT# 2024332

arrangement of the Common Areas and to restrict parking by tenants and their employees to employee parking areas, to make Rules and Regulations (as herein defined) and do such things from time to time as in Landlord's reasonable discretion may be necessary regarding the Common Areas.

Tenant shall also have a non-exclusive right, in common with other tenants at the Property, to the use of the Common Areas at the Property, subject to the terms hereof.

☐ **Occupancy Limitation:** If this box is checked, notwithstanding any greater occupancy of the Premises which may be permitted by any law, statute, ordinance, regulation, rule (including rules enacted pursuant to any private use restrictions), as the same may be amended from time to time, Tenant shall not allow occupancy of the Premises to exceed _____ persons per _____ square feet in the Premises at any one time.

TERM

2. The term of this Lease shall commence on **January 1**, **2024** ("Lease Commencement Date"), and shall end at 11:59 p.m. (based upon the time at the locale of the Premises) on **December 31**, **2025**, unless sooner terminated as herein provided. The first Lease Year Anniversary shall be the date twelve (12) calendar months after the first day of the first full month immediately following the Lease Commencement Date and successive Lease Year Anniversaries shall be the date twelve (12) calendar months from the previous Lease Year Anniversary.

☐ If this box is checked, Tenant shall have the option of renewing this Lease, upon written notice given to Landlord at least _____ days prior to the end of the then expiring term of this Lease, for _____ additional term(s) of _____ years each.

☐ If this box is checked, Tenant shall have the option of renewing this Lease, upon written notice given to Landlord at least _____ days prior to the end of the then expiring term of this Lease, for additional term(s) as specified on **Exhibit C.**

☐ Option to Lease- If this box is checked, Tenant, upon the payment of the sum of $ _____ (which sum is not rental or security deposit hereunder, but is consideration for this Option to Lease and is non-refundable under any circumstances) shall have a period of _____ days prior to the Lease Commencement Date ("Option Period") in which to inspect the Premises and make inquiry regarding such sign regulations, zoning regulations, utility availability, private restrictions or permits or other regulatory requirements as Tenant may deem appropriate to satisfy itself as to the use of the Premises for Tenant's intended purposes. Tenant shall conduct all such on-site inspections, examinations, inquiries and other review of the Premises in a good and workmanlike manner, shall repair any damage to the Premises caused by Tenant's entry and on-site inspections and shall conduct same in a manner that does not unreasonably interfere with Landlord's or any tenant's use and enjoyment of the Property. In that respect, Tenant shall make reasonable efforts to undertake on-site inspections outside of the hours any tenant's business is open to the public and shall give prior notice to the tenant at the Premises of any entry onto the Premises for the purpose of conducting inspections. Upon Landlord's request, Tenant shall provide to Landlord evidence of general liability insurance. Tenant shall also have a right to review and inspect all contracts or other agreements affecting or related directly to the Premises and shall be entitled to review such books and records of Landlord that relate directly to the operation and maintenance of the Premises, provided, however, that Tenant shall not disclose any information regarding the Property (or any tenant therein) unless required by law and the same shall be regarded as confidential, to any person, except to its attorneys, accountants, lenders and other professional advisors, in which case Tenant shall obtain their agreement to maintain such confidentiality. Tenant assumes all responsibility for the acts of itself, its agents or representatives in exercising its rights under this Option to Lease and agrees to indemnify and hold Seller harmless from any damages resulting therefrom. This indemnification obligation of Tenant shall survive the termination of this Option to Lease or this Lease. Tenant shall, at Tenant's expense, promptly repair any damage to the Premises or Property caused by Tenant's entry and on-site inspections. **IF TENANT CHOOSES NOT TO LEASE THE PREMISES, FOR ANY REASON OR NO REASON, AND PROVIDES WRITTEN NOTICE TO LANDLORD THEREOF PRIOR TO THE EXPIRATION OF THE OPTION PERIOD, THEN THIS LEASE SHALL TERMINATE AND NEITHER PARTY SHALL HAVE ANY FURTHER OBLIGATIONS HEREUNDER AND LANDLORD SHALL RETURN TO TENANT ANY RENTAL OR SECURITY DEPOSIT PAID TO LANDLORD HEREUNDER.** Tenant shall be deemed to have exercised its Option to Lease and to be bound under the terms of this Lease if (i) Tenant shall occupy the Premises prior to the expiration of the Option Period, whereupon the date of occupancy shall be deemed the Lease Commencement Date, or (ii) Tenant shall not provide written notice to Landlord of its termination of this Lease prior to the expiration of the Option Period.

RENTAL

3. Beginning on **January 1, 2024** ("Rent Commencement Date"), Tenant agrees to pay Landlord (or its Agent as directed by Landlord), without notice, demand, deduction or set off, an annual rental of $ **22,800.00**, payable in equal monthly installments of $ **1,900.00**, in advance on the first day of each calendar month during the term hereof. Upon execution of this Lease, Tenant shall pay to Landlord the first monthly installment of rent due hereunder. Rental for any period during the term hereof which is less than one month shall be the pro-rated portion of the monthly installment of rental due, based upon a 30 day month.

Tenant Initials _____ Landlord Initials DS SS

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☐ If this box is checked, the annual rental payable hereunder (and accordingly the monthly installments) shall be adjusted every _____ Lease Year Anniversary by _____ % over the amount then payable hereunder. In the event renewal of this Lease is provided for in Section 2 hereof and effectively exercised by Tenant, the rental adjustments provided herein shall apply to the term of the Lease so renewed, or

☐ If this box is checked, the annual rental payable hereunder (and accordingly the monthly installments) shall be adjusted every _____ Lease Year Anniversary by the greater of: (i) _____ percent (_____ %) over the amount then payable hereunder, or, (ii) the percentage increase (but not any decrease) in the numerical index of the "Consumer Price Index for All Urban Consumers" (1982-84 = 100) published by the Bureau of Labor Statistics of the United States Department of Labor ("CPI") for the immediately preceding twelve (12) month period over the amount then payable hereunder.

☐ If this box is checked, the annual rental payable hereunder (and accordingly the monthly installments) shall be adjusted every _____ Lease Year Anniversary by $ _____ over the amount then payable hereunder. In the event renewal of this Lease is provided for in Section 2 hereof and effectively exercised by Tenant, the rental adjustments provided herein shall apply to the term of the Lease so renewed,

☐ If this box is checked, the annual rental payable hereunder (and accordingly the monthly installments) shall be adjusted as provided on **Exhibit C.**

☒ If this box is checked, Tenant shall pay all rental to Landlord's Agent at the following address:
Grant Murray Property Management, LLC, 150 N. McPherson Church Rd., Fayetteville, NC 28303

LATE CHARGES

4. If Landlord fails to receive full rental payment within **5** days after it becomes due, Tenant shall pay Landlord, as additional rental, a late charge equal to **Five Point Zero** percent **5.000** (%) of the overdue amount or $ _____ whichever is greater, plus any actual bank fees incurred for dishonored payments. The parties agree that such a late charge represents a fair and reasonable estimate of the cost Landlord will incur by reason of such late payment.

SECURITY DEPOSIT

5. Upon the execution of this Lease, Tenant shall deposit with Landlord the sum of $ **1700 .00** as a security deposit which shall be held by Landlord as security for the full and faithful performance by Tenant of each and every term, covenant and condition of this Lease. The security deposit does not represent payment of and Tenant shall not presume application of same as payment of the last monthly installment of rental due under this Lease. Landlord shall have no obligation to segregate or otherwise account for the security deposit except as provided in this Section 5. If any of the rental or other charges or sums payable by Tenant shall be over-due and unpaid or should payments be made by Landlord on behalf of Tenant, or should Tenant fail to perform any of the terms of this Lease, then Landlord may, at its option, appropriate and apply the security deposit, or so much thereof as may be necessary, to compensate toward the payment of the rents, charges or other sums due from Tenant, or towards any loss, damage or expense sustained by Landlord resulting from such default on the part of the Tenant; and in such event Tenant upon demand shall restore the security deposit to the amount set forth above in this Section 5. In the event Tenant furnishes Landlord with proof that all utility bills and other bills of Tenant related to the Premises have been paid through the date of Lease termination, and performs all of Tenant's other obligations under this Lease, the security deposit shall be returned to Tenant within sixty (60) days after the date of the expiration or sooner termination of the term of this Lease and the surrender of the Premises by Tenant in compliance with the provisions of this Lease.

☒ If this box is checked, Agent shall hold the security deposit in trust and shall be entitled to the interest, if any, thereon.

UTILITY BILLS/SERVICE CONTRACTS

6. Landlord and Tenant agree that utility bills and service contracts ("Service Obligations") for the Premises shall be paid by the party indicated below as to each Service Obligation. Where a Service Obligation is allocated to Tenant, Tenant shall not be responsible for such service as to any Common Area and such responsibility shall be limited to the Premises (Tenant space). In each instance, the party undertaking responsibility for payment of a Service Obligation covenants that they will pay the applicable bills prior to delinquency. The responsibility to pay for a Service Obligation shall include all metering, hook-up fees or other miscellaneous charges associated with establishing, installing and maintaining such utility or contract in said party's name. Within thirty (30) days of the Lease Commencement Date, Tenant shall provide Landlord with a copy of any requested Tenant Service Obligation information.

Tenant Initials _____ Landlord Initials DS SS

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Service Obligation	Landlord	Tenant	Not Applicable
Sewer/Septic	X		
Water	X		
Electric	X		
Gas			X
Telephone		X	
HVAC (maintenance/service contract)	X		
Elevator (including phone line)			X
Security System		X	
Fiber Optic			X
Janitor/Cleaning	X		
Trash/Dumpster	X		
Landscaping/Maintenance	X		
Sprinkler System (including phone line)			X
Pest Control	X		
Snow/Ice Removal	X		
Tenant cleans own office		X	
Tenant responsible for plumbing within own office		X	

Landlord shall not be liable for injury to Tenant's business or loss of income therefrom or for damage that may be sustained by the person, merchandise or personal property of Tenant, its employees, agents, invitees or contractors or any other person in or about the Premises, caused by or resulting from fire, steam, electricity, gas, water or rain, which may leak or flow from or into any part of the Premises, or from the breakage, leakage, obstruction or other defects of any utility installations, air conditioning system or other components of the Premises or the Property, except to the extent that such damage or loss is caused by Landlord's gross negligence or willful misconduct. Landlord represents and warrants that the heating, ventilation and air conditioning system(s) and utility installations existing as of the Lease Commencement Date shall be in good order and repair. Subject to the provisions of this Section 6, Landlord shall not be liable in damages or otherwise for any discontinuance, failure or interruption of service to the Premises of utilities or the heating, ventilation and air conditioning system(s) and Tenant shall have no right to terminate this Lease or withhold rental because of the same.

RULES AND REGULATIONS

7. ☐ If this box is checked, the rules and regulations attached hereto ("Rules and Regulations") are made a part of this Lease. Tenant agrees to comply with all Rules and Regulations of Landlord in connection with the Premises and the Property which are in effect at the time of the execution of the Lease or which may be from time to time promulgated by Landlord in its reasonable discretion, provided notice of such new Rules and Regulations is given to Tenant in writing and the same are not in conflict with the terms and conditions of this Lease. Landlord shall use commercially reasonable efforts to enforce such Rules and Regulations at the Property, provided, however, in no event shall Landlord be obligated to make any material expenditures in connection with the enforcement of such Rules and Regulations. Landlord shall not be liable for any damages arising from any use, act or failure to act of any other tenant or occupant (including such tenant's or occupant's invitees, agents or employees), if any, of the Property.

PERMITTED USES

8. The permitted use of the Premises shall be: **Visitation facility and office use** ("Permitted Use"). The Premises shall be used and wholly occupied by Tenant solely for the purposes of conducting the Permitted Use, and the Premises shall not be used for any other purposes unless Tenant obtains Landlord's prior written approval of any change in use.

Landlord makes no representation or warranty regarding the suitability of the Premises for or the legality (under zoning or other applicable ordinances) of the Permitted Use for the Premises, provided however, that Landlord does represent that it has no contractual obligations with other parties which will materially interfere with or prohibit the Permitted Use of Tenant at the Premises. At Tenant's sole expense, Tenant shall procure, maintain and make available for Landlord's inspection from time to time any governmental license(s) or permit(s) required for the proper and lawful conduct of Tenant's business in the Premises.

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Tenant shall not cause or permit any waste to occur in the Premises and shall not overload the floor, or any mechanical, electrical, plumbing or utility systems serving the Premises. Tenant shall keep the Premises, and every part thereof, in a clean and wholesome condition, free from any objectionable noises, loud music, objectionable odors or nuisances.

TAXES, INSURANCE AND COMMON AREA AND PROPERTY OPERATING EXPENSES

(Note: The following box should only be checked if there are no boxes checked below in Section 9.)

☒ Tenant shall have no responsibility to reimburse Landlord for taxes, insurance or Common Areas and Property Operating Expenses.

9. Landlord shall pay all taxes (including but not limited to, ad valorem taxes, special assessments and any other governmental charges) on the Property, shall procure and pay for such commercial general liability, broad form fire and extended and special perils insurance with respect to the Property as Landlord in its reasonable discretion may deem appropriate and shall maintain and operate the Common Areas and the Property. Tenant shall reimburse Landlord for its proportionate share of all taxes, insurance and Common Areas and Property Operating Expenses as provided herein within fifteen (15) days after receipt of notice from Landlord as to the amount due. Tenant shall be solely responsible for insuring Tenant's personal and business property and for paying any taxes or governmental assessments levied thereon. Tenant shall reimburse Landlord for its proportionate share of taxes, insurance and Common Areas and Property Operating Expenses during the term of this Lease, and any extension or renewal thereof. **If boxes are checked below, the manner of reimbursement shall be as indicated:**

Taxes

☐ Its proportionate share of the amount by which all taxes (including but not limited to, ad valorem taxes, special assessments and any other governmental charges) on the Property for each tax year exceed all taxes on the Property for the tax year _____; or

☐ Its proportionate share of all taxes (including but not limited to, ad valorem taxes, special assessments and any other governmental charges) on the Property for each tax year.

If one of the two boxes above is checked, then if the final Lease Year of the term fails to coincide with the tax year, any excess for the tax year during which the term ends shall be reduced by the pro rata part of such tax year beyond the Lease term. If such taxes for the year in which the Lease terminates are not ascertainable before payment of the last month's rental, then the amount of such taxes assessed against the Property for the previous tax year shall be used as a basis for determining the pro rata share, if any, to be paid by Tenant for that portion of the last Lease Year.

If one of the two boxes above is checked, Tenant shall reimburse Landlord for its proportionate share of taxes by paying to Landlord, beginning on the Rent Commencement Date and on the first day of each calendar month during the term hereof, an amount equal to one-twelfth (1/12) of its proportionate share of the then current tax payments for the Property. Upon receipt of bills, statements or other evidence of taxes due, Landlord shall pay or cause to be paid the taxes. If at any time the reimbursement payments by Tenant hereunder do not equal its proportionate share of the amount of taxes paid by Landlord, Tenant shall upon demand pay to Landlord an amount equal to the deficiency or Landlord shall refund to Tenant any overpayment (as applicable) as documented by Landlord. Landlord shall have no obligation to segregate or otherwise account for the tax reimbursements paid hereunder except as provided in this Section 9.

Insurance

☐ Its proportionate share of the excess cost of commercial general liability, broad form fire and extended and special perils insurance with respect to the Property over the cost of the first year of the Lease term for each subsequent year during the term of this Lease; or

☐ Its proportionate share of the cost of all commercial general liability, broad form fire and extended and special perils insurance with respect to the Property.

If one of the two boxes above is checked, Tenant shall reimburse Landlord for its proportionate share of insurance by paying to Landlord, beginning on the Rent Commencement Date and on the first day of each calendar month during the term hereof, an amount equal to one-twelfth (1/12) of its proportionate share of the then current insurance premiums for the Property. Upon receipt of bills, statements or other evidence of insurance premiums due, Landlord shall pay or cause to be paid the insurance premiums. If at any time the reimbursement payments by Tenant hereunder do not equal its proportionate share of the amount of insurance premiums paid by Landlord, Tenant shall upon demand pay to Landlord an amount equal to the deficiency or Landlord shall refund to Tenant any

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overpayment (as applicable) as documented by Landlord. Landlord shall have no obligation to segregate or otherwise account for the insurance premium reimbursements paid hereunder except as provided in this Section 9.

Provided however, notwithstanding any provision of the foregoing, that in the event Tenant's use of the Premises results in an increase in the rate of insurance on the Property, Tenant shall pay to Landlord, upon demand and as additional rental, the amount of any such increase.

Common Areas and Property Operating Expenses

☐ Its proportionate share of all Common Areas and Property Operating Expenses.

For the purpose of this Lease, Common Areas and Property Operating Expenses shall include: (a) the cost of water and sewer services for any exterior landscaping irrigation systems; (b) the cost of utilities to service the Property (not separately metered to tenants and regardless of their allocation to Landlord under Section 6 hereof) including but not limited to, electric service for any parking lot lighting, marquee signs, ground signs, pylon signs, time clocks, irrigation systems, common electric outlets used in connection with maintenance of the Property, and such other electric costs, including the replacement of light bulbs in Common Areas light fixtures as necessary to properly maintain and operate the Common Areas; (c) the cost of the removal of any trash, including the rental cost of dumpster units and fees for refuse removal; (d) the cost of exterior window washing of vacant spaces, cleaning of any building exterior, awnings, sidewalks, driveways and parking areas; (e) the cost of any grounds maintenance, including but not limited to charges for maintaining plant materials, fertilizer, pesticides, grass mowing, pruning of plants, planting of annual flowers, removal of debris and trash from Common Areas, cleaning supplies, and such other expenses necessary to maintain the Property; (f) the cost of service contracts with independent contractors to maintain on a regular basis the plumbing systems outside the rentable areas of each tenant, and to provide for pest control and exterminating services for the Common Areas; (g) the cost of maintaining the parking areas and driveways, including the re-striping of parking spaces, patching of deteriorated pavement, replacement of parking signs or directional signs; (h) the cost of Landlord's personnel when such personnel are engaged directly in the maintenance of the Common Areas of the Property, including the cost of employer taxes and a proration of employee benefits; (i) the cost of snow and ice removal from parking areas, driveways, walkways and service areas; (j) the cost of telephone, telegraph, stationery, advertising, and mail or shipping costs related directly to the maintenance or operation of the Property; (k) the cost of all repairs and maintenance for the structure, Property and systems related thereto; and (l) such other costs and expenses as are typically incurred in the maintenance and operation of a property of this type, inclusive of a management fee paid by Landlord to a property manager or property management company or organization for the management of the Property and any owner association dues or assessments. Within one hundred eighty (180) days following the end of each calendar year, Landlord shall cause a statement to be prepared of the actual cost of Common Areas and Property Operating Expenses for such calendar year and shall provide Tenant a copy of same. Tenant's proportionate share of Common Areas and Property Operating Expenses is presently estimated to be the sum of $ _____ annually or $ _____ per month.

If the box above is checked, Tenant shall reimburse Landlord for its proportionate share of Common Areas and Property Operating Expenses by paying to Landlord, beginning on the Rent Commencement Date and on the first day of each calendar month during the term hereof, the amount set forth above as the presently estimated per month proportionate share of Common Areas and Property Operating Expenses for the Premises. Landlord shall pay or cause to be paid the Common Areas and Property Operating Expenses. Within one hundred eighty (180) days following the end of each calendar year, Landlord shall: (i) cause a statement to be prepared of the actual cost of Common Areas and Property Operating Expenses for such calendar year and shall notify Tenant of any overpayment or underpayment of Tenant's proportionate share of these items during such prior calendar year; and, (ii) establish an estimate of the cost of Common Areas and Property Operating Expenses for the then current calendar year. To the extent Tenant has overpaid Tenant's proportionate share of these items for the preceding calendar year, such overage shall be credited to Tenant's proportionate share of these items for the current calendar year. To the extent Tenant has underpaid Tenant's proportionate share of these items for the preceding calendar year, Tenant shall, on the first day of the calendar month following receipt of the statement from Landlord setting forth the amount of such underpayment, pay to Landlord the full amount of such underpayment for the preceding calendar year. In addition, beginning on the first day of the calendar month following the date upon which Landlord shall have delivered to Tenant the statement for the estimated Common Areas and Property Operating Expenses for the then current calendar year, Tenant shall pay to Landlord the product of one-twelfth (1/12) of Tenant's proportionate share of the estimated Common Areas and Property Operating Expenses for the then current calendar year multiplied by the number of calendar months in the calendar year which shall have begun as of said first day, minus the aggregate amount of the monthly payments for Tenant's proportionate share of expenses theretofore paid by Tenant during such calendar year. The remainder of Tenant's proportionate share of such expenses for the then current calendar year shall be paid by Tenant to Landlord on the first day of each succeeding month in equal consecutive monthly installments of one-twelfth (1/12) of the total amount of Tenant's proportionate share of Common Areas and Property Operating Expenses as shown on the estimate thereof provided by Landlord. Landlord shall have no obligation to segregate or otherwise account for the insurance premium reimbursements paid hereunder except as provided in this Section 9.

Tenant's Proportionate Share

For purposes of this Section 9, "Tenant's proportionate share" shall mean _____% of the expenses above designated; the beginning amount is estimated to be $ _____ per month, based on current expenses and is subject to annual reconciliation.

INSURANCE; ~~WAIVER, INDEMNITY~~

10. (a) During the term of this Lease, Tenant shall maintain commercial general liability insurance coverage (occurrence coverage) with broad form contractual liability coverage and with coverage limits of not less than **1,000,000** combined single limit, per occurrence, specifically including liquor liability insurance covering consumption of alcoholic beverages by customers of Tenant should Tenant choose to sell alcoholic beverages. Such policy shall insure Tenant's performance of the indemnity provisions of this Lease, but the amount of such insurance shall not limit Tenant's liability nor relieve Tenant of any obligation hereunder. All policies of insurance provided for herein shall name as "additional insureds" Landlord, Landlord's Agent, all mortgagees of Landlord and such other individuals or entities as Landlord may from time to time designate upon written notice to Tenant. Tenant shall provide to Landlord, at least thirty (30) days prior to expiration, certificates of insurance to evidence any renewal or additional insurance procured by Tenant. Tenant shall provide evidence of all insurance required under this Lease to Landlord prior to the Lease Commencement Date.

~~(b) Landlord (for itself and its insurer) waives any rights, including rights of subrogation, and Tenant (for itself and its insurer) waives any rights, including rights of subrogation, each may have against the other for compensation of any loss or damage occasioned to Landlord or Tenant arising from any risk generally covered by the "all risks" insurance required to be carried by Landlord and Tenant. The foregoing waivers of subrogation shall be operative only so long as available in the State of North Carolina. The foregoing waivers shall be effective whether or not the parties maintain the insurance required to be carried pursuant to this Lease.~~

~~(c) Except as otherwise provided in Section 10(b), Tenant indemnifies Landlord for damages proximately caused by the negligence or wrongful conduct of Tenant and Tenant's employees, agents, invitees or contractors. Except as otherwise provided in Section 10(b), Landlord indemnifies Tenant for damages proximately caused by the negligence or wrongful conduct of Landlord and Landlord's employees, agents, invitees or contractors. The indemnity provisions in this Section 10 cover personal injury and property damage and shall bind the employees, agents, invitees or contractors of Landlord and Tenant (as the case may be). The indemnity obligations in this Section 10 shall survive the expiration or earlier termination of this Lease.~~

REPAIRS BY LANDLORD

11. Landlord agrees to keep in good repair the roof, foundation, structural supports, exterior walls (exclusive of all glass and exclusive of all exterior doors) of the Premises and the Common Areas of the Property (including all facilities located in the Common Areas and serving the Premises and any portion of the Property other than the Premises, and capital replacements thereof) provided that Landlord shall not be responsible for repairs or capital replacements rendered necessary by the negligence or intentional wrongful acts of Tenant, its employees, agents, invitees or contractors. Tenant shall promptly report in writing to Landlord any defective condition known to it which Landlord is required to repair and failure to report such conditions shall make Tenant responsible to Landlord for any liability incurred by Landlord by reason of such conditions.

(Note: Should Landlord and Tenant need to further detail the allocation of responsibility hereunder, the Special Stipulations box at the end of the Lease should be checked and such allocation should be specified on an Exhibit C.)

REPAIRS BY TENANT

12. (a) Tenant accepts the Premises in their present condition and as suited for the Permitted Use and Tenant's intended purposes. Tenant, throughout the initial term of this Lease, and any extension or renewal thereof, at its expense, shall maintain in good order and repair the Premises (except those repairs expressly required to be made by Landlord hereunder), specifically including but not limited to all light bulb and ballast replacements, plumbing fixtures and systems repairs within the Premises and water heater repairs. Tenant further agrees that it shall not use the Common Areas for storage or for the disposal of refuse or any other material. Tenant shall use only licensed contractors for repairs where such license is required. Landlord shall have the right to approve the contractor as to any repairs in excess of $ **500.00**.

☐ If this box is checked, Tenant, at its expense, shall maintain the heating, ventilation and air conditioning system(s) serving the Premises ("HVAC Systems") in good order and repair, including but not limited to replacement of parts, compressors, air handling units and heating units. Tenant shall be required to maintain a preventive maintenance contract for the HVAC Systems on terms and with a provider reasonably acceptable to Landlord, which contract shall call for at least semi-annual maintenance, inspection and

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repair of such HVAC Systems ("HVAC Contract"). Tenant shall provide a copy of the HVAC Contract to Landlord annually. Provided that: (i) Tenant has kept the HVAC Contract in force, and, (ii) Tenant shall have obtained Landlord's prior written approval of the contractor and the repair or replacement expenses for the HVAC Systems, then, for any calendar year, Tenant shall be responsible for the cost of repairing or replacing the HVAC Systems (or any major component thereof) up to $ n/a per HVAC System with a maximum repair or replacement cost of $ n/a for all HVAC Systems ("HVAC Cap") in such year. Tenant shall provide Landlord copies of all records related to the servicing, maintenance, repair, and replacement of the HVAC Systems upon the occurrence of any service, maintenance, repair, or replacement of the HVAC Systems. Landlord shall be responsible for paying the repair cost or replacement cost of such HVAC System in excess of the HVAC Cap.

☐ If this box is checked, Landlord, at its expense, shall maintain the heating, ventilation and air conditioning system(s) serving the Premises ("HVAC Systems") in good order and repair, including but not limited to replacement of parts, compressors, air handling units and heating units. Provided that, Tenant shall reimburse Landlord for the cost of repairing or replacing the HVAC Systems (or any major component thereof) an amount up to $ n/a per HVAC System with a maximum replacement cost of $ n/a for all HVAC Systems ("HVAC Cap") in such year. Landlord shall be responsible for paying the repair cost or replacement cost of such HVAC System in excess of the HVAC Cap. Tenant shall reimburse Landlord for the amount of the HVAC Cap payable hereunder upon the written request of Landlord.

(b) Tenant, Tenant's employees, agents, invitees or contractors shall take no action which may void any manufacturers or installers warranty with relation to the Premises or the Property. Tenant shall indemnify and hold Landlord harmless from any liability, claim, demand or cause of action arising on account of Tenant's breach of the provisions of this Section 12.

ALTERATIONS

13. Tenant shall not make any alterations, additions, or improvements to the Premises without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Landlord, in connection with Landlord's consent to same, may designate any such alterations, additions, or improvements to the Premises as subject to removal upon the expiration or earlier termination of this Lease, in which case, upon Landlord's written notice to Tenant to remove same at the expiration or earlier termination of this Lease, Tenant shall do so and restore the Premises to the condition that existed prior to such alterations, additions, or improvements being made. Tenant shall promptly remove any alterations, additions, or improvements constructed in violation of this Section 13 upon Landlord's written request. All approved alterations, additions, and improvements will be accomplished in a good and workmanlike manner, in conformity with all applicable laws and regulations, and by a contractor approved by Landlord, free of any liens or encumbrances. Tenant has no authority to allow, will not permit, and will indemnify Landlord and hold it harmless from, any contractors', laborers', mechanics', or materialmen's liens, or any other similar liens filed against the Premises in connection with any alterations, additions, or improvements to the Premises.

SURRENDERING THE PREMISES

14. Tenant shall schedule its move date with Landlord, in writing, in advance of the expiration or earlier termination of this Lease. Tenant agrees to return the Premises to Landlord at the expiration or earlier termination of this Lease, broom clean and in as good condition and repair as on the Lease Commencement Date, natural wear and tear, damage by storm, fire, lightning, earthquake or other casualty alone excepted. By written notice to Tenant, Landlord may require Tenant to remove any alterations, additions or improvements at the expiration or earlier termination of this Lease (whether or not made with Landlord's consent and whether or not designated via Section 13 as subject to removal) and to restore the Premises to its prior condition as of the Lease Commencement Date, all at Tenant's expense. All alterations, additions and improvements which Landlord has not required Tenant to remove shall become Landlord's property and shall be surrendered to Landlord upon the termination of this Lease, except that Tenant may remove any of Tenant's personal property or trade fixtures which can be removed without material damage to the Premises. Tenant shall repair, at Tenant's expense, any damage to the Premises caused by the removal of any such personal property or trade fixtures.
(Note: Should Landlord and Tenant need to further enumerate their intent/understanding as to the status of items or property as fixtures, trade fixtures, or personal property hereunder, the Special Stipulations box at the end of the Lease should be checked and such enumeration should be specified by listing same by category on an Exhibit C.)

DESTRUCTION OF OR DAMAGE TO PREMISES

15. (a) If the Premises are totally destroyed by storm, fire, lightning, earthquake or other casualty, Landlord shall have the right to terminate this Lease on written notice to Tenant within thirty (30) days after such destruction and this Lease shall terminate as of the date of such destruction and rental shall be accounted for as between Landlord and Tenant as of that date.

(b) If the Premises are damaged but not wholly destroyed by any such casualties or if the Landlord does not elect to terminate the Lease under Section 15(a) above, Landlord shall commence (or shall cause to be commenced) reconstruction of the Premises within one hundred twenty (120) days after such occurrence and prosecute the same diligently to completion, not to exceed two hundred seventy (270) days from the date upon which Landlord receives applicable permits and insurance proceeds. In the event Landlord shall fail to substantially complete reconstruction of the Premises within said two hundred seventy (270) day period, Tenant's sole remedy shall be to terminate this Lease.

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(c) In the event of any casualty at the Premises during the last one (1) year of the Lease Term, Landlord and Tenant each shall have the option to terminate this Lease on written notice to the other of exercise thereof within sixty (60) days after such occurrence.

(d) In the event of reconstruction of the Premises, Tenant shall continue the operation of its business in the Premises during any such period to the extent reasonably practicable from the standpoint of prudent business management, and the obligation of Tenant to pay annual rental and any other sums due under this Lease shall remain in full force and effect during the period of reconstruction. The annual rental and other sums due under this Lease shall be abated proportionately with the degree to which Tenant's use of the Premises is impaired, commencing from the date of destruction and continuing during the period of such reconstruction. Tenant shall not be entitled to any compensation or damages from Landlord for loss of use of the whole or any part of the Premises, Tenant's personal property, or any inconvenience or annoyance occasioned by such damage, reconstruction or replacement.

(e) In the event of the termination of this Lease under any of the provisions of this Section 15, both Landlord and Tenant shall be released from any liability or obligation under this Lease arising after the date of termination, except as otherwise provided for in this Lease.

GOVERNMENTAL ORDERS

16. Landlord, at its own expense, shall comply with: (a) any law, statute, ordinance, regulation, rule, requirement, order, court decision or procedural requirement of any governmental or quasi-governmental authority relative to the Common Areas and/or facilities serving the Common Areas (or any facilities serving the Premises and the Common Areas), (b) the rules and regulations of any applicable governmental insurance authority or any similar body, relative to the Common Area and/or facilities serving the Common Areas (or any facilities serving the Premises and the Common Areas). Tenant, at its own expense, agrees to comply with: (a) any law, statute, ordinance, regulation, rule, requirement, order, court decision or procedural requirement of any governmental or quasi-governmental authority having jurisdiction over the Premises, (b) the rules and regulations of any applicable governmental insurance authority or any similar body, relative to the Premises and Tenant's activities therein; (c) provisions of or rules enacted pursuant to any private use restrictions, as the same may be amended from time to time and (d) the Americans with Disabilities Act (42 U.S.C.S. §12101, et seq.) and the regulations and accessibility guidelines enacted pursuant thereto, as the same may be amended from time to time. Landlord and Tenant agree, however, that if in order to comply with such requirements the cost to Tenant shall exceed a sum equal to one (1) year's rent, then Tenant may terminate this Lease by giving written notice of termination to Landlord in accordance with the terms of this Lease, which termination shall become effective sixty (60) days after receipt of such notice and which notice shall eliminate the necessity of compliance with such requirements, unless, within thirty (30) days of receiving such notice, Landlord agrees in writing to be responsible for such compliance, at its own expense, and commences compliance activity, in which case Tenant's notice given hereunder shall not terminate this Lease.

CONDEMNATION

17. (a) If the entire Premises shall be appropriated or taken under the power of eminent domain by any governmental or quasi-governmental authority or under threat of and in lieu of condemnation (hereinafter, "taken" or "taking"), this Lease shall terminate as of the date of such taking, and Landlord and Tenant shall have no further liability or obligation arising under this Lease after such date, except as otherwise provided for in this Lease.

(b) If more than twenty-five percent (25%) of the floor area of the Premises is taken, or if by reason of any taking of the Property or the Premises, regardless of the amount so taken, the remainder of the Premises is not one undivided space or is rendered unusable for the Permitted Use, either Landlord or Tenant shall have the right to terminate this Lease as of the date the portion of the Premises of taking of the portion of the Premises or Property so taken, upon giving notice of such election within thirty (30) days after receipt by Tenant from Landlord of written notice that said portion of the Premises or the Property have been or will be so taken. In the event of such termination, both Landlord and Tenant shall be released from any liability or obligation under this Lease arising after the date of termination, except as otherwise provided for in this Lease.

(c) Landlord and Tenant, immediately after learning of any taking, shall give notice thereof to each other.

(d) If this Lease is not terminated on account of a taking as provided herein above, then Tenant shall continue to occupy that portion of the Premises not taken and the parties shall proceed as follows: (i) at Landlord's cost and expense and as soon as reasonably possible, Landlord shall restore (or shall cause to be restored) the Premises and/or Property remaining to a complete unit of like quality and character as existed prior to such appropriation or taking, and (ii) the annual rent provided for in Section 3 and other sums due under the Lease shall be reduced on an equitable basis, taking into account the relative values of the portion taken as compared to the portion remaining. Tenant waives any statutory rights of termination that may arise because of any partial taking of the Premises and/or the Property.

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(c) Landlord shall be entitled to the entire condemnation award for any taking of the Premises and/or the Property or any part thereof. Tenant's right to receive any amounts separately awarded to Tenant directly from the condemning authority for the taking of its merchandise, personal property, relocation expenses and/or interests in other than the real property taken shall not be affected in any manner by the provisions of this Section 17, provided Tenant's award does not reduce or affect Landlord's award and provided further, Tenant shall have no claim for the loss of its leasehold estate.

ASSIGNMENT AND SUBLETTING

18. Tenant shall not assign this Lease or any interest hereunder or sublet the Premises or any part thereof, or permit the use of the Premises by any party other than the Tenant, without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Tenant shall pay to Landlord, concurrently with any request for consent to assignment or sublet, a non-refundable fee of $ n/a as payment to Landlord for its review and processing of the request. In addition, Tenant shall pay to Landlord any legal fees and expenses incurred by Landlord in connection with the proposed assignment or sublet, to the extent such amounts exceed $ n/a . Consent to any assignment or sublease shall not impair this provision and all later assignments or subleases shall be made likewise only on the prior written consent of Landlord. No sublease or assignment by Tenant shall relieve Tenant of any liability hereunder.

EVENTS OF DEFAULT

19. The happening of any one or more of the following events (hereinafter any one of which may be referred to as an "Event of Default") during the term of this Lease, or any renewal or extension thereof, shall constitute a breach of this Lease on the part of the Tenant: (a) Tenant fails to pay when due the rental or any other monetary obligation as provided for herein; (b) Tenant abandons or vacates the Premises; (c) Tenant fails to comply with or abide by and perform any non-monetary obligation imposed upon Tenant under this Lease within thirty (30) days after written notice of such breach; (d) Tenant is adjudicated bankrupt; (e) A permanent receiver is appointed for Tenant's property and such receiver is not removed within sixty (60) days after written notice from Landlord to Tenant to obtain such removal; (f) Tenant, either voluntarily or involuntarily, takes advantage of any debt or relief proceedings under any present or future law, whereby the rent or any part thereof is, or is proposed to be, reduced or payment thereof deferred and such proceeding is not dismissed within sixty (60) days of the filing thereof; (g) Tenant makes an assignment for benefit of creditors; or (h) Tenant's effects are levied upon or attached under process against Tenant, which is not satisfied or dissolved within thirty (30) days after written notice from Landlord to Tenant to obtain satisfaction thereof.

REMEDIES UPON DEFAULT

20. Upon the occurrence of Event of Default, Landlord may pursue any one or more of the following remedies separately or concurrently, without prejudice to any other remedy herein provided or provided by law: (a) Landlord may terminate this Lease by giving written notice to Tenant and upon such termination shall be entitled to recover from Tenant damages as may be permitted under applicable law; or (b) Landlord may terminate this Lease by giving written notice to Tenant and, upon such termination, shall be entitled to recover from the Tenant damages in an amount equal to all rental which is due and all rental which would otherwise have become due throughout the remaining term of this Lease, or any renewal or extension thereof (as if this Lease had not been terminated); or (c) Landlord, as Tenant's agent, without terminating this Lease, may enter upon and rent the Premises, in whole or in part, at the best price obtainable by reasonable effort, without advertisement and by private negotiations and for any term Landlord deems proper, with Tenant being liable to Landlord for the deficiency, if any, between Tenant's rent hereunder and the price obtained by Landlord on reletting, provided however, that Landlord shall not be considered to be under any duty by reason of this provision to take any action to mitigate damages by reason of Tenant's default and expressly shall have no duty to mitigate Tenant's damages. No termination of this Lease prior to the normal ending thereof, by lapse of time or otherwise, shall affect Landlord's right to collect rent for the period prior to termination thereof. Tenant acknowledges and understands that Landlord's acceptance of partial rental will not waive Tenant's breach of this Lease or limit Landlord's rights against Tenant hereunder or Landlord's right to evict Tenant through a summary ejectment proceeding, whether filed before or after Landlord's acceptance of any such partial rental.

EXTERIOR SIGNS

21. Tenant shall place no signs upon the outside walls, doors or roof of the Premises or anywhere on the Property, except with the express written consent of the Landlord in Landlord's sole discretion. Any consent given by Landlord shall expressly not be a representation of or warranty of any legal entitlement to signage at the Premises or on the Property. Any and all signs placed on the Premises or the Property by Tenant shall be maintained in compliance with governmental rules and regulations governing such signs and Tenant shall be responsible to Landlord for any damage caused by installation, use or maintenance of said signs, and all damage incident to removal thereof.

LANDLORD'S ENTRY OF PREMISES

22. Landlord may advertise the Premises "For Rent" 60 days before the termination of this Lease. Landlord may enter the Premises upon prior notice at reasonable hours to exhibit same to prospective purchasers or tenants, to make repairs required of Landlord under the terms hereof, for reasonable business purposes and otherwise as may be agreed by Landlord and Tenant. Landlord may enter the Premises at any time without prior notice, in the event of an emergency or to make emergency repairs to the

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Premises. Upon request of Landlord, Tenant shall provide Landlord with a functioning key to the Premises and shall replace such key if the locks to the Premises are changed.

QUIET ENJOYMENT

23. So long as Tenant observes and performs the covenants and agreements contained herein, it shall at all times during the Lease term peacefully and quietly have and enjoy possession of the Premises, subject to the terms hereof.

HOLDING OVER

24. If Tenant remains in possession of the Premises after expiration of the term hereof, Tenant shall be a tenant at sufferance and there shall be no renewal of this Lease by operation of law. In such event, commencing on the date following the date of expiration of the term, the monthly rental payable under Section 3 above shall for each month, or fraction thereof during which Tenant so remains in possession of the Premises, be **twice** the monthly rental otherwise payable under Section 3 above.

ENVIRONMENTAL LAWS

25. (a) Tenant covenants that with respect to any Hazardous Materials (as defined below) it will comply with any and all federal, state or local laws, ordinances, rules, decrees, orders, regulations or court decisions relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions on, under or about the Premises or the Property or soil and ground water conditions, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Resource Conservation and Recovery Act, the Hazardous Materials Transportation Act, any other legal requirement concerning hazardous or toxic substances, and any amendments to the foregoing (collectively, all such matters being "Hazardous Materials Requirements"). Tenant shall remove from the Premises, all Hazardous Materials that were placed on the Premises by Tenant or Tenant's employees, agents, invitees or contractors, either after their use by Tenant or upon the expiration or earlier termination of this Lease, in compliance with all Hazardous Materials Requirements.

(b) Tenant shall be responsible for obtaining all necessary permits in connection with its use, storage and disposal of Hazardous Materials, and shall develop and maintain, and where necessary file with the appropriate authorities, all reports, receipts, manifest, filings, lists and invoices covering those Hazardous Materials and Tenant shall provide Landlord with copies of all such items upon request. Tenant shall provide within five (5) days after receipt thereof, copies of all notices, orders, claims or other correspondence from any federal, state or local government or agency alleging any violation of any Hazardous Materials Requirements by Tenant, or related in any manner to Hazardous Materials. In addition, Tenant shall provide Landlord with copies of all responses to such correspondence at the time of the response.

(c) Tenant hereby indemnifies and holds harmless Landlord, its successors and assigns from and against any and all losses, liabilities, damages, injuries, penalties, fines, costs, expenses and claims of any and every kind whatsoever (including attorney's fees and costs) paid, incurred or suffered by, or asserted against Landlord as a result of any claim, demand or judicial or administrative action by any person or entity (including governmental or private entities) for, with respect to, or as a direct or indirect result of, the presence on or under or the escape, seepage, leakage, spillage, discharge, emission or release from the Premises or the Property of any Hazardous Materials caused by Tenant or Tenant's employees, agents, invitees or contractors. This indemnity shall also apply to any release of Hazardous Materials caused by a fire or other casualty to the Premises if such Hazardous Materials were stored on the Premises or the Property by Tenant, its agents, employees, invitees or successors in interest.

(d) For purposes of this Lease, "Hazardous Materials" means any chemical, compound, material, substance or other matter that: (i) is defined as a hazardous substance, hazardous material or waste, or toxic substance pursuant to any Hazardous Materials Requirements, (ii) is regulated, controlled or governed by any Hazardous Materials Requirements, (iii) is petroleum or a petroleum product, or (iv) is asbestos, formaldehyde, a radioactive material, drug, bacteria, virus, or other injurious or potentially injurious material (by itself or in combination with other materials).

(e) The warranties and indemnities contained in this Section 25 shall survive the termination of this Lease.

SUBORDINATION; ATTORNMENT; ESTOPPEL

26. (a) This Lease and all of Tenant's rights hereunder are and shall be subject and subordinate to all currently existing and future mortgages affecting the Premises. Within ten (10) days after the receipt of a written request from Landlord or any Landlord mortgagee, Tenant shall confirm such subordination by executing and delivering Landlord and Landlord's mortgagee a recordable subordination agreement and such other documents as may be reasonably requested, in form and content satisfactory to Landlord and Landlord's mortgagee. Provided, however, as a condition to Tenant's obligation to execute and deliver any such subordination agreement, the applicable mortgagee must agree that mortgagee shall not unilaterally, materially alter this Lease and this Lease shall not be divested by foreclosure or other default proceedings thereunder so long as Tenant shall not be in default under the terms of this Lease beyond any applicable cure period set forth herein. Tenant acknowledges that any Landlord mortgagee has the right to subordinate at any time its interest in this Lease and the leasehold estate to that of Tenant, without Tenant's consent.

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(b) If Landlord sells, transfers, or conveys its interest in the Premises or this Lease, or if the same is foreclosed judicially or nonjudicially, or otherwise acquired, by a Landlord mortgagee, upon the request of Landlord or Landlord's successor, Tenant shall attorn to said successor, provided said successor accepts the Premises subject to this Lease. Tenant shall, upon the request of Landlord or Landlord's successor, execute an attornment agreement confirming the same, in form and substance acceptable to Landlord or Landlord's successor and Landlord shall thereupon be released and discharged from all its covenants and obligations under this Lease, except those obligations that have accrued prior to such sale, transfer or conveyance; and Tenant agrees to look solely to the successor in interest of Landlord for the performance of those covenants accruing after such sale, transfer or conveyance. Such agreement shall provide, among other things, that said successor shall not be bound by (a) any prepayment of more than one (1) month's rental (except the Security Deposit) or (b) any material amendment of this Lease made after the later of the Lease Commencement Date or the date that such successor's lien or interest first arose, unless said successor shall have consented to such amendment.

(c) Within ten (10) days after request from Landlord, Tenant shall execute and deliver to Landlord an estoppel certificate (to be prepared by Landlord and delivered to Tenant) with appropriate facts then in existence concerning the status of this Lease and Tenant's occupancy, and with any exceptions thereto noted in writing by Tenant. Tenant's failure to execute and deliver the Estoppel Certificate within said ten (10) day period shall be deemed to make conclusive and binding upon Tenant in favor of Landlord and any potential mortgagee or transferee the statements contained in such estoppel certificate without exception.

ABANDONMENT

27. Tenant shall not abandon the Premises at any time during the Lease term. If Tenant shall abandon the Premises or be dispossessed by process of law, any personal property belonging to Tenant and left on the Premises, at the option of Landlord, shall be deemed abandoned, and available to Landlord to use or sell to offset any rent due or any expenses incurred by removing same and restoring the Premises.

NOTICES

28. All notices required or permitted under this Lease shall be in writing and shall be personally delivered or sent by U.S. certified mail, return receipt requested, postage prepaid. Notices to Tenant shall be delivered or sent to the address shown at the beginning of this Lease, except that upon Tenant taking possession of the Premises, then the Premises shall be Tenant's address for such purposes. Notices to Landlord shall be delivered or sent to the address shown at the beginning of this Lease and notices to Agent, if any, shall be delivered or sent to the address set forth in Section 3 hereof. All notices shall be effective upon delivery. Any party may change its notice address upon written notice to the other parties, given as provided herein.

BROKERS

29. Except as expressly provided herein, Tenant and Landlord agree to indemnify and hold each other harmless from any and all claims of brokers, consultants or real estate agents by, through or under the indemnifying party for fees or commissions arising out of the lease of the Property to Tenant. Tenant and Landlord represent and warrant to each other that: (i) except as to the brokers designated below ("Brokers"), they have not employed nor engaged any brokers, consultants or real estate agents to be involved in this transaction and (ii) that the compensation of the Brokers is established by and shall be governed by separate agreements entered into as amongst the Brokers, the Tenant and/or the Landlord.

Grant Murray Property Management, LLC ("Listing Agency"),
_____ ("Listing Agent" - License # _____)
Acting as: ☐ Landlord's Agent; ☐ Dual Agent
and **Grant Murray Property Management, LLC** ("Leasing Agency"),
Becki Ross ("Leasing Agent" - License # _____)
Acting as: ☐ Tenant's Agent; ☐ Landlord's (Sub)Agent; ☐ Dual Agent

GENERAL TERMS

30. (a) "Landlord" as used in this Lease shall include the undersigned, its heirs, representatives, assigns and successors in title to the Premises. "Agent" as used in this Lease shall mean the party designated as same in Section 3, its heirs, representatives, assigns and successors. "Tenant" shall include the undersigned and its heirs, representatives, assigns and successors, and if this Lease shall be validly assigned or sublet, shall include also Tenant's assignees or sublessees as to the Premises covered by such assignment or sublease. "Landlord", "Tenant", and "Agent" include male and female, singular and plural, corporation, partnership or individual, as may fit the particular parties.

(b) No failure of Landlord to exercise any power given Landlord hereunder or to insist upon strict compliance by Tenant of its obligations hereunder and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's right to demand exact compliance with the terms hereof. All rights, powers and privileges conferred hereunder upon parties hereto shall be cumulative and not restrictive of those given by law.

(c) **Time is of the essence in this Lease.**

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(d) This Lease may be executed in one or more counterparts, which taken together, shall constitute one and the same original document. Copies of original signature pages of this Lease may be exchanged via facsimile or e-mail, and any such copies shall constitute originals. This Lease constitutes the sole and entire agreement among the parties hereto and no modification of this Lease shall be binding unless in writing and signed by all parties hereto. The invalidity of one or more provisions of this Lease shall not affect the validity of any other provisions hereof and this Lease shall be construed and enforced as if such invalid provisions were not included.

(e) Each signatory to this Lease represents and warrants that he or she has full authority to sign this Lease and such instruments as may be necessary to effectuate any transaction contemplated by this Lease on behalf of the party for whom he or she signs and that his or her signature binds such party. The parties acknowledge and agree that: (i) the initials lines at the bottom of each page of this Lease are merely evidence of their having reviewed the terms of each page, and (ii) the complete execution of such initials lines shall not be a condition of the effectiveness of this Lease.

(f) Upon request by either Landlord or Tenant, the parties hereto shall execute a short form lease (memorandum of lease) in recordable form, setting forth such provisions hereof (other than the amount of annual rental and other sums due) as either party may wish to incorporate. The cost of recording such memorandum of lease shall be borne by the party requesting execution of same. The NC REALTOR Memorandum of Lease (Form 596-T) or an attorney-drafted memorandum of lease may be used for this purpose.

(g) If legal proceedings are instituted to enforce any provision of this Lease, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorneys fees and court costs incurred in connection with the proceeding.

SPECIAL STIPULATIONS

Note: Under North Carolina law, real estate agents are not permitted to draft lease provisions

[X] If this box is checked, additional terms of this Lease are set forth on **Exhibit C** attached hereto and incorporated herein by reference.

[ ] If this box is checked, improvements to the Premises to be provided by Landlord are set forth on **Exhibit D** attached hereto and incorporated herein by reference.

[THIS SPACE INTENTIONALLY LEFT BLANK]

Tenant Initials _____ Landlord Initials DS SS _____

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THIS DOCUMENT IS A LEGAL DOCUMENT. EXECUTION OF THIS DOCUMENT HAS LEGAL CONSEQUENCES THAT COULD BE ENFORCEABLE IN A COURT OF LAW. THE NORTH CAROLINA ASSOCIATION OF REALTORS® MAKES NO REPRESENTATIONS CONCERNING THE LEGAL SUFFICIENCY, LEGAL EFFECT OR TAX CONSEQUENCES OF THIS DOCUMENT OR THE TRANSACTION TO WHICH IT RELATES AND RECOMMENDS THAT YOU CONSULT YOUR ATTORNEY.

IN WITNESS WHEREOF, the parties hereto have hereunto caused this Lease to be duly executed.

LANDLORD:

Individual

_____

Date: _____

_____

Date: _____

Business Entity

Northwest Valley Office Plaza, LLC
(Name of Firm)

By: DocuSigned by: Sharef Sarakbi 79E84F8781B64AB...

Title: Member

Date: 11/1/2023

TENANT:

Individual

_____

Date: _____

_____

Date: _____

Business Entity

County of Cumberland
(Name of Firm)

By: Clarence Grier

Title: County Manager

Date: 11/29/23

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DocuSign Envelope ID: 24B87E43-894D-4DB3-AA73-C13E97C320FE

ADDENDDUM TO COMMERCIAL LEASE AGREEMENT BETWEEN NORTHWEST VALLEY OFFICE PLAZA, LLC, AND CUMBERLAND COUNTY DEPARTMENT OF SOCIAL SERVICES FOR THE PREMISE LOCATED AT 2504 RAEFORD RD., FAYETTEVILLE

The Parties agree that the terms of above-described commercial lease agreement are modified as follows:

Section 10 is modified by striking out "WAIVER; IMMUNITY" in the section Heading and all of subsections (b) and (c).

Section 2, Term, is modified by making it subject to termination upon three months' notice given to Landlord by Tenant in the event funds for the visitation program are terminated.

A Certificate of Insurance provided by the Tenant is attached with this Addendum.

Landlord: Northwest Valley Office Plaza, LLC

By DocuSigned by:
Sharef Sarakbi
79E84F8781B64AB...
Member/Manager

Tenant:

By County of Cumberland

Clarence Grier

County Manager

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/6/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Arthur J. Gallagher Risk Management Services, LLC
4250 Congress Street
Suite 200
Charlotte NC 28209-4615

CONTACT NAME: Lori Staples
PHONE (A/C, No, Ext): 336-217-5767 FAX (A/C, No): 336-275-1776
E-MAIL ADDRESS: Lori_Staples@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Federal Insurance Company	20281
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED COUNOFC-01
County of Cumberland
P O Box 1829
Fayetteville NC 28302-1829

COVERAGES **CERTIFICATE NUMBER:** 912730356 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y		73258957TPA	7/1/2023	7/1/2024	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ Included
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Location @ 2504 Raeford Road, Fayetteville NC. Certificate holder and Landlord is an additional insured under the general liability with reference to leased premises.

CERTIFICATE HOLDER

Grant Murray Property Management, LLC
150 N. McPherson Church Rd. Suite A
Fayetteville, NC 28303
USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Michael J. Manhetter

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Contract Signature Page
Northwest Valley Office Plaza, LLC
Contract #: ~~2020250~~ 2024332
Amount: $45,600.00

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

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

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

CUMBERLAND COUNTY

BY: _____

Brenda Jackson, Director, Cumberland County Department of Social Services

Grant Murray Property Management, LLC

ATTEST: _____
(witness)

BY: _____

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: _____ 11/21/23
County Attorney's Office

Effective January 1, 2024

Rent Schedule for 2504 Raeford Rd, Suite C, Fayetteville, NC 28305

County of Cumberland/Cumberland County Department of Social Services

Extension has been requested for 2 years and has been agreed upon

Rent schedule to remain the same for the next 2 years at $1900 per month

Carpet to be replaced in unit

COOPERATIVE EXTENSION

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF DECEMBER 18, 2023

TO: **BOARD OF COUNTY COMMISSIONERS**

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

DATE: **12/6/2023**

SUBJECT: NC COOPERATIVE EXTENSION MEMORANDUM OF AGREEMENT

BACKGROUND

N.C. Cooperative Extension has requested that all counties update the current Memorandum of Understanding to a Memorandum of Agreement (MOA) between the Board of Commissioners and N.C. State University for Cooperative Extension activities and programs. The proposed updated MOA along with the Addendum to the MOA are attached for your consideration. The new MOA automatically makes a county a “lock-in” county, which would change Cumberland County's current funding agreement. In order to maintain our current funding structure, we are requesting to be a “non lock-in” county, which requires the approval of the attached Addendum. These documents have been reviewed by the County Attorney’s office for legal sufficiency.

This item was presented to Board of Commissioners at the December 14, 2023, Agenda Session. The Board approved placing the item on the December 18, 2023 Consent Agenda.

RECOMMENDATION / PROPOSED ACTION

Approve the Memorandum of Agreement between N.C. State University and Cumberland County and the Addendum to the MOA.

ATTACHMENTS:

Description	Type
Cumberland County MOA	Backup Material
NC Cooperative Extension Memorandum of Agreement Addendum	Backup Material
Summary of MOA Changes 2023	Backup Material

NC STATE EXTENSION

Memorandum of Agreement

Between
The Board of County Commissioners
Cumberland County
And
North Carolina State University

Preamble

North Carolina State Extension (NC State Extension) was established as a part of the College of Agriculture and Life Sciences of North Carolina State University (NCSU) by federal and state legislation for the specific purpose of "extending" the educational services of the University to the people of the state, on subjects related to agriculture and natural resources, family and consumer sciences, 4-H youth development, and community and rural development. The laws creating the Cooperative Extension Service were specifically designed to assure that the findings of research in these areas are communicated to the people of the State.

Under the Federal Appropriations Act of 1972, funds were provided to the 1862 land-grant universities (including NCSU) to enhance the extension outreach of the 1890 universities, which included North Carolina A & T State University (NCA&T). The Food and Agriculture Act of 1977 further stipulated that these funds be appropriated directly to the 1890 institutions, and formalized the North Carolina Cooperative Extension Program as an official part of the School of Agriculture and Environmental Sciences at NCA&T.

North Carolina Cooperative Extension (Cooperative Extension) provides the opportunity for North Carolina State Extension and North Carolina A & T Extension to work together to better serve the people of the State through the delivery of locally relevant programs, education and expertise.

The legislation further provided for a cooperative relationship among three levels of government – federal, state, and county – to ensure that the needs of all three levels are addressed. The primary purpose of Cooperative Extension is to provide the people of North Carolina with the most current and relevant unbiased research-based information – particularly that which is related to strengthening the economy through profitable, sustainable and safe food, forest and green industry systems; protecting the environment and natural resources; and empowering youth and families to lead healthier lives and become community leaders. These purposes are furthered by Cooperative Extension employees who are charged with carrying out the extension education programs of the universities and the U.S. Department of Agriculture.

Cooperative Extension has sufficient flexibility to permit attention to the special problems, needs, and interests of the citizens and leadership in each county. Therefore, the programmatic, personnel, and funding complement reflects the unique needs of each county. County Advisory Councils are consulted on a regular basis to assist in prioritizing the county educational program content. Program clientele or recipients of services include individuals, families, communities, municipalities, agricultural and seafood processing and marketing firms, other businesses and certain organizations. These services are delivered to adults and youth in both urban and rural settings.

To assure that educational programs offered by Cooperative Extension meet the needs of the local clientele, it is important that both elected and appointed decision makers at each level of government understand their respective responsibilities and relationships in conducting and funding this work. To this end, this Memorandum of Agreement will detail the individual relationships and mutually agreed-upon responsibilities of NCSU and each county or tribal community that signs this Memorandum of Agreement.

Part I.
NC State Extension will:

1. Establish minimum requirements and qualifications for employment in Cooperative Extension work.

2. Receive and examine applications for employment.

3. Interview and screen applicants to determine their qualifications and availability.

4. Consult with the Board of County Commissioners, or the County Manager as designee, regarding qualified applicants for appointment to vacant or new Cooperative Extension positions.

5. Consult with the Board of County Commissioners, or the County Manager as designee, regarding the salaries and salary splits of all Cooperative Extension employees, including but not limited to County Extension Directors, Extension Agents, and County Operations Support Staff (COSS).

6. Prepare and submit an annual budget to the Board of County Commissioners, or the County Manager as designee, for securing the county's share of funds for salaries and operating expenses each based on the state fiscal year.

7. Provide funds for official travel necessary to conduct Cooperative Extension work and postage funds, to the extent that funds are available, and for purposes authorized by state and federal policies.

8. Accept responsibility and provide the leadership for administration and supervision of Cooperative Extension programs and personnel, including compliance with affirmative action and equal employment opportunity requirements. NC State will investigate all cases of discrimination, harassment, or retaliation following applicable NC State policies.

9. Investigate and manage all employee relations issues related to NC State employees housed in local offices. We will work collaboratively with local county government and NC A&T University when an issue impacts their employees.

10. Develop and administer a personnel management plan that will provide the annual review of each employee's performance, counseling for job improvement where needed, and periodic county program reviews.

11. Provide a staff of specialists to train agents in current technology and other changes affecting agriculture and natural resources, family and consumer sciences, 4-H and youth, and community and rural development, and to otherwise assist them in conducting work in these areas.

12. Provide Cooperative Extension professionals with training programs as needed to maintain effective program delivery.

13. Seek regular input from the County and maintain a County Advisory Leadership System to ensure that county Cooperative Extension programs are based on the particular needs of people in their respective county.

14. Prepare and submit a "Report to the People" to the Board of Commissioners, or the County Manager as designee, at least annually, informing the Board or Manager of Cooperative Extension programs and work accomplished.

Part II.
The Board of County Commissioners will:

1. Provide the County's share of salaries and benefits for Cooperative Extension personnel.

2. Comply with North Carolina's Workers Compensation Act, N.C. General Statute § 97-2(2).

3. Provide offices, equipment, utilities, telephones, office supplies, instructional materials and other items needed for efficient operation of the County Extension Center and its programs; and comply with the accessibility provisions of the Americans with Disabilities Act.

4. Review and consider the annual budget request from NCSU, and take appropriate action by July 1 of each fiscal year.

5. Provide regular input to the District and County Extension Directors on the particular needs of people in their respective county to help ensure that county Cooperative Extension programs are based on specific needs and meet county programming plans.

Part III.
NC State Extension and the Board of County Commissioners mutually agree:

1. That all county Cooperative Extension employment appointments and separations will be made in consultation between NCSU and the Board of County Commissioners, or the County Manager as designee, and that no official action related to such appointments or separations will be taken by either party regarding appointment or separation prior to discussion of the matter with the other party.

2. That the Board of County Commissioners and NCSU shall each be responsible for compliance with applicable laws and regulations relating to their respective operations.

3. To cooperate in implementing affirmative action and equal employment opportunity plans of NCSU.

4. The parties will work together to maintain an environment of high-quality cooperation and services. At the request of any party, a meeting or conference will promptly be held between the Parties' representatives to resolve any problems or develop any improvements.

5. That the policies established by the State of North Carolina under N.C. General Statute §126 and followed by the UNC System for SHRA employees be used in the granting and administration of leave related to the earning rates, transfer policies, payout computation and timing, and administration of vacation, sick, civil, community involvement, military, Family and Medical Leave, Family Illness Leave, leaves of absence, and other approved leave programs for Cooperative Extension personnel.

6. That Cooperative Extension employees will follow county policies relative to office hours, office closings for inclement weather, and holidays, and for the management and use of county property.

7. That personnel procedures are as follows:

(a) Establishing Accounts to Operationalize the Payroll Process.

i. To operationalize the payroll arrangement, NCSU will establish a Trust Fund Account for the County at NCSU that will serve as the vehicle for the transfer of funds from the County to NCSU for use in paying the county's agreed-upon share of salary and benefits for Cooperative Extension personnel.

ii. Procedure for Providing Funds to the Account. A State Treasurer's Electronic Payment System (STEPS) form will be completed and the original submitted to the Assistant Extension Director of HR and Operational Strategy via the appropriate District Extension Director. The County Finance Officer, or the designated County representative, will receive notification from the NCSU College of Agriculture and Life Sciences HR Office prior to the University's payroll date, generally the last working day of each month, advising the amount due for the current payroll. Within 5 business days following the payday, the respective University will draft against the County's established trust account in the amount communicated.

iii. Administration of the Account. The trust account will be maintained in accordance with the respective NCSU accounting policies and procedures. The trust account will be audited and reconciled by the NCSU College of Agriculture and Life Sciences Business Office to ensure the month-end account balance remains zero.

(b) Employee Benefits.

i. Retirement Benefits. All Extension Personnel will participate solely in either the North Carolina Teachers and State Employees Retirement System (TSERS) and accompanying North Carolina Disability Income Plan, or the Optional Retirement Plan, based on eligibility criteria established by the State. They will be eligible solely for respective NCSU employee benefits for which they qualify based on their appointment and FTE, and former federal appointees will maintain federal benefits, the employer-paid parts of which will be paid for solely by NCSU.

(c) Taxes and Fringe Benefits.

i. The County will be responsible for providing their proportional share of fringe benefits for all Cooperative Extension personnel, including but not limited to the following:

1. Employer contributions to all applicable Federal and State taxes.

2. Employer contribution to TSERs per N.C. General Statute §135, or to ORP per N.C. General Statute §135-5.1.

3. Employer contribution to the Health Insurance matching charges per N.C. General Statute §135.

(d) Workers' Compensation will be administered pursuant to N.C. General Statute §97-2(2). The County will provide full and direct coverage for those employees subject to the County workers' compensation insurance within the county insurance program. Employees for whom the County will maintain workers' compensation coverage are the following:

1. All administrative and any other positions designated as County Operations Support Staff (COSS); and

a. All Program Assistants/Associates who are not funded by directly allocated federal funds such as EFNEP, or Program Assistants/Associates who are paid in part by EFNEP funds but which account for less than 50% funding.

b. NCSU will provide full and direct coverage for their respective Cooperative Extension employees subject to NCSU's workers' compensation insurance. Cooperative Extension employees for whom NCSU will maintain workers' compensation coverage are the following:

i. All County Extension Directors and Extension Agents; and

ii. All Program Assistants or Associates who are funded by directly allocated federal funds such as EFNEP, or Programs Assistants or Associates who are paid in part by EFNEP funds at equal to or more than 50% funding.

(e) Employee Separation

1. NCSU will process severance pay for reductions-in-force (RIFs) as delineated in the COSS Employee Handbook for County Operations Support Staff (COSS).

2. Upon an employee's separation, the County will pay out its proportional share of annual/vacation leave, up to a maximum of 240 hours per the OSHR and/or UNC System guidelines, and any applicable bonus leave balance.

3. The County will pay its proportional share of state longevity for COSS employees upon an employee's service anniversary date.

4. The County will pay out its proportional share of any accrued "extra" time (hour-for-hour) or overtime (1.5 hour-for-hour) to Cooperative Extension employees that are subject to Fair Labor Standards Act or the North Carolina Wage and Hour Act upon an employee's earning anniversary date or as due to the employee at the time of separation.

(f) Optional County-paid Salary Increases or Bonuses to Cooperative Extension Personnel. At their discretion, Counties may award additional permanent salary increases or one-time pay awards ("bonuses") to Cooperative Extension personnel. If such salary increases or bonuses are proposed by the County under the "non-lock-in" payroll arrangement, they must be communicated to the appropriate District Extension Director's office no later than the first day of any month in which the proposed increase or bonus is to be applied. Increases must be entered in the current fiscal year.

(g) Lock-In Provision

This section describes the preferred arrangement to support the salary agreement between the County and NCSU for Extension personnel. All counties will participate in the Lock-In provision unless designated on an Opt-Out Addendum the arrangement as Non Lock-In.

1. Salary Adjustments for Extension Employees under the Lock-In Provision. The full compensation plan for university employees as approved by the General Assembly and implemented by the Office of the President, University of North Carolina System, will serve as the basis for all compensation adjustments and both the County and NCSU will adhere to the plan's effective dates and implementation instructions. Cooperative Extension personnel receiving salary from grant funds will be governed by the terms and conditions of the applicable grant within the scope and applicability of NCSU personnel policies governing grants. These compensation components include, but are not limited to:

   Across-the-board adjustments,
   Cost-of-living adjustments (COLA),
   Merit adjustments,
   Bonuses (in any form conveyed), and
   Promotion, classification, market, or equity adjustments.

   Salary and Benefits. Salaries and benefits, as delineated above in 7(a-e), will be split according to the hiring agreement and will be detailed on an attached addendum. As both parties may provide increases, these percentages will change slightly from the original hire percentage.

2. County Increases in the Lock-In Provision

The County may elect to include NCSU employees in County increases, bonuses, etc. at any time. See 7(f) for more information on submitting county increases. Lock-In Provision indicates that all State adjustments will be honored and automatically drafted, but the County is not limited to just the State increases in this agreement.

Part IV.
DURATION, AMENDMENT, AND TERMINATION

The parties will conduct a periodic review of this collaboration and responsibilities to determine and evaluate whether the parties are achieving the goals and accomplishing the responsibilities activities herein. No amendment of the terms of this Agreement will be effective unless made in writing and signed by each Party's authorized signatory.

Signatures of the persons below authorize execution of this document, effective as of December 18, 2023, and continuing year-to-year, unless otherwise terminated in writing by either party under written notification to the other party no less than one-hundred twenty (120) days prior to the proposed termination date. Termination of this Memorandum of Agreement shall have the effect of terminating the Cooperative Extension activities and programs in the County.

Signature: _____ Date: _____

Chairperson or Designee Board of County Commissioners
Cumberland County

Signature: _____ Date: _____

Director
North Carolina Cooperative Extension
North Carolina State University

Signature: _____ Date: _____
Dean
College of Agriculture and Life Sciences
North Carolina State University

Addendum Attached Executed _____

NC STATE EXTENSION

Addendum to Memorandum of Agreement
Cumberland County

This addendum documents the current salary percentages provided by the County and by NCSU.

Salary Percentages for Cumberland County as of September 21, 2023.

Position Title	**Salary Percentage County**	**Salary Percentage NCSU**
County Extension Director/CRD	**48.5**	**51.5**
Agent – 4-H Youth Development	**50.7**	**49.3**
Program Assistant – 4-H Youth Development	**100**	**0**
Agent - Agriculture	**49.8**	**50.2**
Area Agent – Livestock (shared with Hoke)	**37.6**	**43.5**
Agent – Field Crops	**100**	**0**
Agent – Agriculture/Consumer Horticulture	**70.1**	**29.9**
Agent – Family and Consumer Sciences	**66.7**	**33.3**
Administrative Assistant	**100**	**0**
Agent – Soldiers to Ag (grant funded)	**0**	**100**
Support Specialist	**100**	**0**
Support Specialist (vacant)	**100**	**0**

County Ag Add-On = .7

Any position added to this county's staff of Extension Personnel through mutual agreement between the County and NCSU subsequent to the effective date of this modification will have its funding splits documented in correspondence between this County and NCSU and will become part of this Agreement.

Addendum to the Memorandum of Agreement
Change to Payroll Arrangement for Cumberland County

Under a Lock-in agreement with NC Cooperative Extension, counties agree to fund salary adjustments, increases and bonuses and promotions earned according to the current percentage of employee salaries. Counties that are not lock-in are encouraged to fund state increases, bonus and promotions earned. In both scenarios, counties may include Extension employees in any county increases, longevity or raises at any time.

Non Lock-In Provisions of the Cooperative Arrangement

Enacting the Non Lock-in Provision. By signing this addendum, the County and NCSU shall adhere to the following provisions, guidelines, and procedures.

1. The county agrees to all provisions, guidelines, and procedures of the existing MOA with the exception of item 7(g) the Lock-in Provision.

2. Salary Adjustments for Extension Employees under the Non Lock-In Provision. The full compensation plan for university employees as approved by the General Assembly and implemented by the Office of the President, University of North Carolina System, will serve as the basis for all compensation adjustments for NCSU. The County may match the salary adjustments on their percentage of the employee salary. Cooperative Extension personnel receiving salary from grant funds will be governed by the terms and conditions of the applicable grant within the scope and applicability of NCSU personnel policies governing grants. These compensation components include, but are not limited to:

   Across-the-board adjustments,
   Cost-of-living adjustments (COLA),
   Merit adjustments,
   Bonuses (in any form conveyed), and
   Promotion, classification, market, or equity adjustments.

   Salary and Benefits. Salaries and benefits, as delineated above in 7(a-e), will be split according to the hiring agreement and will be detailed on an attached addendum. As both parties may provide increases, these percentages will change slightly from the original hire percentage.

_____ **Change from Lock-In Provision to Non Lock-in (formerly known as Send In)**

The above named county wishes to change its payroll agreement with North Carolina Cooperative Extension, as initially approved on _____, to non Lock-in.

Signatures of the persons below authorize execution of this document, effective _____ (*date*), and continuing year-to-year, unless otherwise terminated in writing by either party under notification to the other party no less than one-hundred twenty (120) days prior to the desired termination date.

Chairperson or Designee – Board of County Commissioners

Signature: _____ Date: _____

Director, North Carolina Cooperative Extension Service, NC State University or Designee

Signature: _____ Date: _____

Summary of Changes
2006 Memorandum of Understanding
2023 Memorandum of Agreement
NC State Extension and Board of County Commissioners

Changes are reflected in the 2023 MOA as follows:

Updated terms throughout the document:

- North Carolina Cooperative Extension Service (NCCES) - NC State Extension
- Memorandum of Understanding - Memorandum of Agreement
- Secretaries - COSS
- Extension – Cooperative Extension
- Send-In – Non Lock-In
- NCSU/NC A & T – NCSU
- SPA – SHRA
- State Retirement System - TSERS

Part I, Page 3

Item 5 – added the words *"salary splits"*

Deleted: *Determine jointly with the County Board of Commissioners, or the County Manager as designee, the share of salaries to be paid by each and provide the University share of these salaries.*

Item 7 – added "postage"

Deleted: *Provide Extension employees with funds for postage, bulletins, leaflets and other publications for delivering Extension programming and conducting regular business.*

Item 8 – Added: *NC State will investigate all cases of discrimination, harassment, or retaliation following applicable NC State policies.*

Item 9 – Added: *Investigate and manage all employee relations issues related to NC State employees housed in local offices. We will work collaboratively with local county government and NC A&T University when an issue impacts their employees.*

Part II, Page 4

No changes.

Part III, Page 4

Item 3 – Change *"applying" to "implementing"*

Item 4 – Added new item: *The parties will work together to maintain an environment of high-quality cooperation and services. At the request of any party, a meeting or conference will promptly be held between the Parties' representatives to resolve any problems or develop any improvements.*

Item 5 – Deleted: *Educational leaves of absence for EPA employees provided under University policy will be reviewed in consultation with the County.*

Item Deleted: That Extension employees will not be classified under a county classification system.

Part III, Page 5

Item 7 – Remove Section 7.1 (refers to "Send-In")
Section 7.2 remove references to "send-in", otherwise no changes to personnel procedures

Part III, Page 6

Section 7(e) Deleted: *under Office of State Personnel guidelines for County-based employees subject to the State Personnel Act (SPA) and unemployment compensation as mandated by the State.*

Section 7(e) Added: *COSS Employee Handbook for County Operations Support Staff (COSS).*

Section 7(f) Added: *Increases must be entered in the current fiscal year.*

Part III, Page 7

Added: *This section describes the preferred arrangement to support the salary agreement between the County and NCSU for Extension personnel. All counties will participate in the Lock-In provision unless designated on an Opt-Out Addendum the arrangement as Non Lock-In.*

Deleted: Optional Lock-in Provision
This section, if enacted by separate signature of the County, effects an optional "lock-in" agreement between the County and NCSU/NCA&T for Extension personnel. The "lock-in" provision establishes constants to be maintained over the course of the agreement for cost-share percentages.

Sections 8.1 and 8.2 of MOU combined into 7(g) of MOA reflecting all Extension Employees rather than splitting SPA and EPA (terms no longer used)

Deleted: Section 8.3 and 8.3 Option A and Option B of MOU

Part III, Page 8

Added: <u>Salary and Benefits</u>*. Salaries and benefits, as delineated above in 7(a-e), will be split according to the hiring agreement and will be detailed on an attached addendum. As both parties may provide increases, these percentages will change slightly from the original hire percentage.*

<u>*County Increases in the Lock-In Provision*</u>
The County may elect to include NCSU employees in County increases, bonuses, etc. at any time. See 7(f) for more information on submitting county increases. Lock-In Provision indicates that all State adjustments will be honored and automatically drafted, but the County is not limited to just the State increases in this agreement.

Part IV, Page 8

Deleted*: A semi-annual meeting will be convened to maintain communication of ideas, developments, concerns and changes within the scope of the Counties and Cooperative Extension relationship. Members of the committee will include representatives of the North Carolina Association of County Commissioners (NCAAC), representatives from County Governments as recommended by the NCAAC, and administrators and designees of Cooperative Extension.*

Added: *The parties will conduct a periodic review of this collaboration and responsibilities to determine and evaluate whether the parties are achieving the goals and accomplishing the responsibilities activities herein. No amendment of the terms of this Agreement will be effective unless made in writing and signed by each Party's authorized signatory.*

Deleted:
Signature:
Administrator
North Carolina Cooperative Extension Program North Carolina A&T State University

Added:
Addendum Attached Executed _____

Addendum was added to the agreement to provide a mechanism for counties to "opt out" of Lock-In payroll arrangement in the initial signing of the MOA or at any time with a 120 day notice.

NC Cooperative Extension
Cumberland County Center

Memorandum of Agreement

NC COOPERATIVE EXTENSION

N.C. A&T STATE UNIVERSITY

NC STATE UNIVERSITY

CUMBERLAND COUNTY

NORTH CAROLINA

What is North Carolina Cooperative Extension?

- An outreach program from NCSU and NCA&T
- Mission:
  - NCCE partners with communities to deliver education and technology that enrich the lives, land and economy of North Carolinians
- Motto
  - Empowering People, Providing Solutions

CUMBERLAND COUNTY
NORTH CAROLINA

What We Provide

- **Agriculture**
  - Urban Horticulture
  - Commercial Horticulture
  - Row Crops
  - Livestock
  - Forestry
- **Foods & Nutrition**
- **4-H & Youth Development**

Cooperative Extension is in all 100 Counties!

MOA

- A partnership between NC State University and Cumberland County.
  - Spells out the responsibilities for the University and for the County.
  - Examples: Salary cost share, benefits, office equipment, etc.

NC STATE UNIVERSITY
A&T STATE UNIVERSITY
COOPERATIVE EXTENSION
Helping People Put Knowledge to Work

MEMORANDUM OF UNDERSTANDING

Between
The Board of County Commissioners
and
The North Carolina Cooperative Extension Service
North Carolina State University
and
The North Carolina Cooperative Extension Program
North Carolina A&T State University

NC STATE UNIVERSITY

9. A semi-annual meeting will be convened to maintain communication of ideas, developments, concerns and changes within the scope of the Counties and Cooperative Extension relationship. Members of the committee will include representatives of the North Carolina Association of County Commissioners (NCAAC), representatives from County Governments as recommended by the NCAAC, and administrators and designees of Cooperative Extension.

We are in agreement with the above description of the responsibilities and relationships, and that this Memorandum of Understanding may be reviewed at any time. Each party is responsible for all actions for which they have sole responsibility or for which they take unilateral action.

Signatures of the persons below authorize execution of this document, commencing on 1-1-07 (date), and continuing year-to-year, unless otherwise terminated in writing by either party under notification to the other party no less than one-hundred twenty (120) days prior to the desired termination date. Termination of this agreement shall have the effect of withdrawal of Cooperative Extension activities and programs in the County.

Signature: _____ Date: 11/07/06
Chairperson or Designee
Board of County Commissioners
CUMBERLAND *County*

Signature: _____ Date: 11-16-06
Director
North Carolina Cooperative Extension Service
North Carolina State University

Signature: _____ Date: _____
Administrator
North Carolina Cooperative Extension Program
North Carolina A&T State University

Signature: Johnny Wynne Date: 11/14/06
Dean
College of Agriculture and Life Sciences
North Carolina State University

Distributed in furtherance of the Acts of Congress of May 8 and June 30, 1914. North Carolina State University and North Carolina A&T State University commit themselves to positive action to secure equal opportunity regardless of race, color, creed, national origin, religion, sex, age, or disability. In addition, the two Universities welcome all persons without regard to sexual orientation. North Carolina State University, North Carolina A&T State University, U.S. Department of Agriculture, and local governments cooperating.

TREAT AS ORIGINAL

Old MOU

- Memorandum of Understanding
- Required NCA&T Administrator Signature

New MOA

- Memorandum of Agreement
- Between two entities: NC State Extension and Counties
- Assumes Lock-In unless opting out to Non Lock-In (requires an Addendum)

Lock-In vs Non Lock-In

Lock-In

- County will adhere to state increases as approved by the General Assembly.
- All state adjustments will be honored (but county is not limited to just state increases).

Non Lock-In ***(formerly Send-In)***

- County will provide increases on the County's portion of salary cost share for county approved increases.
- Extension employees are included in all county adjustments.

Salary Percentages

Position Title	Salary Percentage County	Salary Percentage NCSU
County Extension Director	48.5	51.5
Agent -4-H Youth Development	50.7	49.3
Agent-Agriculture	70.1	29.9
Agent –Family & Consumer Sciences	66.7	33.3

Some Extension positions are 100% county or 100% state funded.

Example:

The STATE approves a 2% COLA and the COUNTY approves a 3% COLA.

Position	Salary Percentage County	Salary Percentage NCSU
Agent	50%	50%

Lock-In

- The employee would receive a 2% increase on their COUNTY and STATE portion of their salary.

Non Lock-In

(formerly Send-In)

- The employee would receive a 2% increase on their STATE portion and a 3% on the COUNTY portion of their salary.

Addendum

- We are requesting to stay in our current partnership funding model.
- (Non Lock-In)
  - Requires an Addendum

Addendum to the Memorandum of Agreement
Change to Payroll Arrangement for Cumberland County

Under a Lock-in agreement with NC Cooperative Extension, counties agree to fund salary adjustments, increases and bonuses and promotions earned according to the current percentage of employee salaries. Counties that are not lock-in are encouraged to fund state increases, bonus and promotions earned. In both scenarios, counties may include Extension employees in any county increases, longevity or raises at any time.

Non Lock-In Provisions of the Cooperative Arrangement
Enacting the Non Lock-in Provision. By signing this addendum, the County and NCSU shall adhere to the following provisions, guidelines, and procedures.

1. The county agrees to all provisions, guidelines, and procedures of the existing MOA with the exception of item 7(g) the Lock-in Provision.

2. Salary Adjustments for Extension Employees under the Non Lock-In Provision. The full compensation plan for university employees as approved by the General Assembly and implemented by the Office of the President, University of North Carolina System, will serve as the basis for all compensation adjustments for NCSU. The County may match the salary adjustments on their percentage of the employee salary. Cooperative Extension personnel receiving salary from grant funds will be governed by the terms and conditions of the applicable grant within the scope and applicability of NCSU personnel policies governing grants. These compensation components include, but are not limited to:

   Across-the-board adjustments,
   Cost-of-living adjustments (COLA),
   Merit adjustments,
   Bonuses (in any form conveyed), and
   Promotion, classification, market, or equity adjustments.

   Salary and Benefits. Salaries and benefits, as delineated above in 7(a-e), will be split according to the hiring agreement and will be detailed on an attached addendum. As both parties may provide increases, these percentages will change slightly from the original hire percentage.

_____ Change from Lock-In Provision to Non Lock-in (formerly known as Send In)

The above named county wishes to change its payroll agreement with North Carolina Cooperative Extension, as initially approved on _____, to non Lock-in.

Signatures of the persons below authorize execution of this document, effective _____ (*date*), and continuing year-to-year, unless otherwise terminated in writing by either party under notification to the other party no less than one-hundred twenty (120) days prior to the desired termination date.

Chairperson or Designee – Board of County Commissioners

Signature: _____ Date: _____

Director, North Carolina Cooperative Extension Service, NC State University or Designee

Signature: _____ Date: _____

QUESTIONS?

COOPERATIVE EXTENSION

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF DECEMBER 18, 2023

TO: **BOARD OF COUNTY COMMISSIONERS**

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

DATE: **12/6/2023**

SUBJECT: **CHANGES TO THE CUMBERLAND COUNTY VOLUNTARY AGRICULTURAL DISTRICT ORDINANCE AND FARM ADVISORY BOARD BYLAWS**

BACKGROUND

The General Assembly passed Senate Bill 605 which enacted various statutory changes relating to farmland definitions, conservation agreements, voluntary agricultural districts, etc. The Cumberland County Farm Advisory Board met on October 10, 2023, and made updates to the Cumberland County Voluntary Agricultural District Ordinance and the Farm Advisory Board Bylaws. The County Attorney's office has reviewed the changes for legal sufficiency.

These changes to the Voluntary Agricultural District Ordinance and the Farm Advisory Bylaws were presented at the December 14, 2023, Agenda Session and the Board of Commissioners approved placing this item on the December 18, 2023 Consent Agenda.

RECOMMENDATION / PROPOSED ACTION

The Farm Advisory Board recommends the Board of Commissioners approve the attached changes to the Cumberland County Voluntary Agricultural District Ordinance and the Farm Advisory Board Bylaws.

ATTACHMENTS:

Description	Type
Edited Original Voluntary Agricultural District Ordinance	Backup Material
Voluntary Agricultural District REVISED	Backup Material
Edited Farm Advisory Board Bylaws	Backup Material

Farm Advisory Board Bylaws REVISED	Backup Material
VAD presentation to the BOC	Backup Material

CUMBERLAND COUNTY
VOLUNTARY AGRICULTURAL DISTRICT ORDINANCE

ARTICLE I – AUTHORITY

The articles and sections of this ordinance are adopted pursuant to authority conferred by N.C.G.S. Chapter 153A and Chapter 106, Article 61, Farmland Preservation Enabling Act, as amended.

ARTICLE II – PURPOSE

The purpose of this ordinance is to promote agricultural and environmental values and the general welfare of the County and, more specifically, increase identity and pride in the agricultural community and its way of life;~~,~~ -encourage the economic and financial health of agriculture, horticulture, and forestry; ~~and~~ -increase protection from non-farm development and other negative impacts on properly managed farms and; decrease the likelihood of legal disputes, such as nuisance actions between farm owners and their neighbors. ~~.~~

This ordinance establishes a Voluntary Agricultural District Program, which provides the following benefits:

- Preserves and maintains agricultural areas in the County.
- Informs non-farming neighbors and potential land purchasers that the participating farm may emit noise, dust, and smell. ~~, which may avoid conflicts between neighbors and potential nuisance claims.~~
- Gives the farming community a~~n enhanced~~ voice in Cumberland County Commissioners' decisions affecting farmland.
- Conserves open space and natural resources as the County's population and development expand.
- Farmer participation in the Program is voluntary and the farmer may terminate his/her participation at any time.

ARTICLE III - CERTIFICATION AND QUALIFICATION OF FARMLAND

In order for farmland to qualify under this Article, it must be real property that:

A. Is participating in the ~~land~~ P~~p~~resent-U~~u~~se V~~v~~alue taxation program established by N.C.G.S. 105-277.7 or is otherwise determined by the County to meet all qualifications of this program set forth in N.C.G.S. 105-277.3;

B. Is used for bona fide farm purposes, as that term is defined in G.S. 106-743.4(a) and G.S. 160D-903. ~~Is certified by the North Carolina Forest Service and/or Natural Resources Conservation Service of the United States Department of Agriculture, in consultation with the Cooperative Extension, as being a farm on which at least two-thirds of the land is composed of soils that (i) are best suited for providing food, seed, fiber, forage, timber, oil seed crops, and horticultural crops, including Christmas trees and ornamentals; (ii) have good soil qualities; (iii) are favorable for all major crops common to the County where the land is located; (iv) have a favorable growing season; and (v) receive the available moisture needed to produce high yields an average eight out of ten years; or on which at least two-thirds of the land has been actively used in agricultural, horticultural or forestry operations as defined in N.C.G.S. 105-277.2 (1), (2), and (3) during each of the five previous years, measured from the date on which the determination must be made as to whether the land in question qualifies.~~

C. Is managed, if highly erodible land exists on the farm, in accordance with the Natural Resources Conservation Service -defined erosion-control practices that are addressed to said highly erodible land.

D. Is the subject of a conservation agreement, as defined in N.C.G.S. 121-35, between the county and the owner of such land that prohibits non-farming use or development of such land for a period of at least ten years, except for the creation on not more than three lots that meet applicable zoning and subdivision regulations. This conservation agreement will become null and void if the land is removed from the Voluntary Agricultural District Program.

ARTICLE IV– CREATION OF VOLUNTARY AGRICULTURAL DISTRICTS

A. Implementation

- Any agricultural district shall initially consist of at least 10 acres of agricultural land, or 5 acres of horticultural land, or 20 acres of forest land, as set forth in the ~~land~~ P~~p~~resent-U~~u~~se V~~v~~alue taxation program, of qualifying farmland. An agricultural district may be enlarged by adding qualifying, contiguous farmland and by application by non-farm landowners contiguous to qualifying agricultural district.

- Landowner(s) requesting inclusion in the VAD shall execute a conservation agreement with the county to sustain agriculture in the VAD in accordance with Article VII of this ordinance. Said agreement shall be in a form which is reviewed and approved by the Advisory Board.

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B. Education

The County may take such action as it deems appropriate through the Farm Advisory Board or other entities or individuals to encourage the formation of the Districts and to further their purposes and objectives, including the

implementation of a public information program to reasonably inform landowners of the Voluntary Agricultural District Program.

C. Withdrawal

In the event that one or more participants in a District withdraws or loses eligibility to participate and the acreage becomes less than the minimum or results in land being noncontiguous, a District will continue to exist so long as there is at least one (1) remaining qualifying farm.

ARTICLE V – APPLICATION, APPROVAL, AND APPEAL PROCEDURE

A. Application Procedure

A landowner may apply to participate in the Voluntary Agricultural District Program by submitting an application to the Cooperative Extension Office. The application shall be on forms provided by Cooperative Extension and approved by the Farm Advisory Board.

B. Approval Process

1. Upon receipt of an application, the Cooperative Extension Director will forward copies to the following agencies for their prompt evaluation and response:
    a. The Cumberland County Tax Department,
    b. The Natural Resources Conservation Service office for Cumberland County,
    c. The Cumberland County Soil and Water Conservation District office, and/or
    d. The North Carolina Forest Service.

2. Upon receipt of the responses from the Cumberland County Tax Department, the Natural Resources Conservation Service, the Cumberland County Soil and Water Conservation District, and the North Carolina Forest Service, the Farm Advisory Board shall consider the application at its next regularly scheduled meeting. The Cooperative Extension Director shall notify the applicant by first-class mail of the Farm Advisory Board's decision within 15 days.

C. Appeal

If the Farm Advisory Board denies an application, the petitioner shall have ~~30~~ 60 days to appeal the decision to the Board of Commissioners. Such appeal shall be submitted in writing to the Clerk to the Board of Commissioners. The decision of the Board of Commissioners is final.

ARTICLE VI – NOTIFICATION

Upon approval of a Voluntary Agricultural District and notification to the applicant by the Cooperative Extension Director, the Cumberland County Planning Department shall provide notification of said District by the following methods:

A. ~~A.~~ Signs approved by the Farm Advisory Board shall be installed along the landowner's property outside of any right-of-way or easements and shall conform to Chapter 11, Sign Regulations of the Cumberland County Zoning Ordinance ~~of major roads adjoining the District in a manner~~ so that current and potential residents and property owners may be made aware that farming and agricultural activities may take place at any time. ~~Specific location of the signs, including number of signs necessary to provide adequate notice of the specific District, shall be approved by the Cumberland County Planning and Inspections Director.~~

B. ~~B.~~ The Cumberland County Planning and Inspections Department shall maintain maps of approved Districts within the Cumberland County Geographic Information Mapping System Database as well as an overlay for all tracts located within one-half mile of the property line of any tract of land enrolled in the Voluntary Agricultural District. ~~.~~ This mapping information may be viewed by accessing the Cumberland County website at www.cumberlandcountync.gov ~~www.co.cumberland.nc.us., or at the following County offices and other agencies: Register of Deeds, Tax Administration/GIS Mapping and Planning and Inspections, Cooperative Extension Service, Natural Resources Conservation Service, Cumberland County Soil and Water Conservation District, and the North Carolina Forest Service.~~

~~C.~~A. The Cumberland County Tax Department and the Register of Deeds Office shall add a special notice to the GIS database so that anyone conducting title or real estate record searches, or general research on parcels of land, will be advised of the location of and participation in Voluntary Agricultural Districts, in relation to the subject parcel(s).

~~D.~~B. Notice of these methods of District notification and identification shall be included in all Cumberland County Voluntary Agricultural District Program information brochures made available to the public by the Cooperative Extension Service, County Planning and Inspections Department, or the County Tax Department.

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ARTICLE VII– REVOCATION AND RENEWAL OF PARTICIPATION IN THE PROGRAM

A. By written notice to the Farm Advisory Board, a landowner of qualifying farmland may revoke his/her participation in the Voluntary Agricultural District Program formulated pursuant to Article V of this ordinance, or the Farm Advisory Board may revoke same participation based on non-compliance by the landowner. Such revocation shall result in loss of eligibility, ~~to receive benefits as set forth in this ordinance.~~ The County will remove the tract from the public record within a 90-day period.

B. Those parcels approved for the Voluntary Agricultural District shall be automatically renewed unless the landowner provides a 30-day written notice to the Farm Advisory Board of intent not to renew.

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ARTICLE VIII– PUBLIC HEARINGS ON PROPOSED CONDEMNATION

A. Purpose

Pursuant to N.C.G.S. 106-740, no state or local public agency or governmental unit may formally initiate any action to condemn any interest in qualifying farmland within a District until such agency or unit has requested the Farm Advisory Board hold a public hearing on the proposed condemnation. This ordinance requires and provides for such hearing~~.~~

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B. Procedure

1. Upon receiving a notice of proposed condemnation, the Farm Advisory Board shall direct the Cooperative Extension Director to publish notice describing the proposed action in a newspaper of general circulation in Cumberland County within five (5) business days of the request, and in the same notice shall notify the public of a public hearing before the Farm Advisory Board on the proposed condemnation to be held within ten (10) days of receipt of the notice.

~~1.~~

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2. The Farm Advisory Board shall meet to review:

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   a. If the need for the project has been satisfactorily established by the agency or unit of government involved, including a review of any fiscal impact analysis conducted by the agency involved;
   b. Alternatives to the proposed action that have less impact and are less disruptive to the agricultural activities of the District within which the proposed action is to take place.

3. The Farm Advisory Board shall consult with the Cooperative Extension Director, the Natural Resources Conservation Service District Conservationist, and any other individuals, agencies or organizations deemed by the Farm Advisory Board to be necessary for

its review of the proposed action. Land value will not be a factor in the selection between properties under consideration for the proposed action.

~~4.~~ The Cumberland County Board of Commissioners shall condemn farmland within a District only "as a last resort" if it is considering condemnation for County purposes~~.~~

~~5.~~ Within five (5) days after the public hearing, the Farm Advisory Board shall make a report containing its findings and recommendations regarding the proposed action. The report shall be made available to the public for comment prior to its being conveyed to the decision-making body of the agency proposing the acquisition.

~~6.~~4. There will be a period of ten (10) days allowed for public comment on the report of the Farm Advisory Board.

~~7.~~5. After the ten (10) day period for public comment has expired, the Farm Advisory Board shall submit a final report containing all of its findings and recommendations regarding the proposed action to the decision-making body of the agency proposing the condemnation.

~~8.~~6. The total time period, from the day that a notice requiring a hearing has been received to the day that a final report is issued to the decision-making body of the agency proposing the acquisition shall not exceed thirty (30) days. If the agency agrees to an extension, the agency and the Farm Advisory Board shall mutually agree upon a schedule to be set forth in writing and made available to the public.

~~9.~~7. No state or local agency may formally initiate a condemnation action while the proposed condemnation is properly before the Farm Advisory Board within these time limits.

ARTICLE IX – NORTH CAROLINA AGENCY NOTIFICATION

A. Adoption

~~Upon adoption of this ordinance and any subsequent amendment, the Clerk to the Board of Commissioners shall record this ordinance with the North Carolina Commissioner of Agriculture and Consumer Services~~A copy of this ordinance~~,~~ once adopted, shall be recorded with the N.C. Department of Agriculture and Consumer Services.

B. Annual Report

The Cooperative Extension Director, on behalf of the Farm Advisory Board, shall ~~make~~ submit an annual report ~~each January~~ to the North Carolina Commissioner of Agriculture and Consumer Services as specified in N.C.G.S. 106-743.

ARTICLE X– LEGAL PROVISIONS

A. Limit of Liability
In no event shall the County or any of its officers, employees, or agents be held liable in damages for any misfeasance, malfeasance, or nonfeasance occurring in good faith in connection with the duties of obligation imposed by this ordinance.

B. No Cause of Action
In no event shall any cause of action arise out of the failure of a person researching the title of a particular tract to report to any person the proximity of the tract to a qualifying farm or District as defined in this ordinance.

C. Severability
If any article, section of subsection, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of this ordinance.

D. Conflict with other Ordinances and Statutes
Whenever the provisions of this ordinance conflict with other ordinances of Cumberland County, this ordinance shall govern to the extent allowed by law. Whenever the provisions of any federal or state statute require restrictive provisions than are required by this ordinance, the provisions of such statute shall govern.

ARTICLE XI
ENACTMENT

The Cumberland County Board of Commissioners hereby adopts and enacts the preceding articles and sections of this Oordinance.

Adopted this ~~the~~ ~~the~~ _____ day of _____, ____.

~~Motion for adoption by _____ and seconded by _____.~~

CUMBERLAND COUNTY BOARD OF COMMISSIONERS

_____
_____Chairperson

ATTEST:

_____
Clerk to the Board of Commissioners

Approval as to form:

_____
County Attorney

CUMBERLAND COUNTY
VOLUNTARY AGRICULTURAL DISTRICT ORDINANCE

ARTICLE I – AUTHORITY

The articles and sections of this ordinance are adopted pursuant to authority conferred by N.C.G.S. Chapter 153A and Chapter 106, Article 61, Farmland Preservation Enabling Act, as amended.

ARTICLE II – PURPOSE

The purpose of this ordinance is to promote agricultural and environmental values and the general welfare of the County and, more specifically, increase identity and pride in the agricultural community and its way of life; encourage the economic and financial health of agriculture, horticulture, and forestry; increase protection from non-farm development and other negative impacts on properly managed farms and; decrease the likelihood of legal disputes, such as nuisance actions between farm owners and their neighbors.

This ordinance establishes a Voluntary Agricultural District Program, which provides the following benefits:

- Preserves and maintains agricultural areas in the County.
- Informs non-farming neighbors and potential land purchasers that the participating farm may emit noise, dust, and smell.
- Gives the farming community a voice in Cumberland County Commissioners' decisions affecting farmland.
- Conserves open space and natural resources as the County's population and development expand.
- Farmer participation in the Program is voluntary and the farmer may terminate his/her participation at any time.

ARTICLE III - CERTIFICATION AND QUALIFICATION OF FARMLAND

In order for farmland to qualify under this Article, it must be real property that:

A. Is participating in the Present-Use Value taxation program established by N.C.G.S. 105-277.7 or is otherwise determined by the County to meet all qualifications of this program set forth in N.C.G.S. 105-277.3;

B. Is used for bona fide farm purposes, as that term is defined in G.S. 106-743.4(a) and G.S. 160D-903.

C. Is managed, if highly erodible land exists on the farm, in accordance with the Natural Resources Conservation Service defined erosion-control practices that are addressed to said highly erodible land.

D. Is the subject of a conservation agreement, as defined in N.C.G.S. 121-35, between the county and the owner of such land that prohibits non-farming use or development of such land for a period of at least ten years, except for the creation on not more than three lots that meet applicable zoning and subdivision regulations. This conservation agreement will become null and void if the land is removed from the Voluntary Agricultural District Program.

ARTICLE IV– CREATION OF VOLUNTARY AGRICULTURAL DISTRICTS

A. Implementation

- Any agricultural district shall initially consist of at least 10 acres of agricultural land, or 5 acres of horticultural land, or 20 acres of forest land, as set forth in the Present-Use Value taxation program, of qualifying farmland. An agricultural district may be enlarged by adding qualifying, contiguous farmland and by application by non-farm landowners contiguous to qualifying agricultural district.

- Landowner(s) requesting inclusion in the VAD shall execute a conservation agreement with the county to sustain agriculture in the VAD in accordance with Article VII of this ordinance. Said agreement shall be in a form which is reviewed and approved by the Advisory Board.

B. Education

The County may take such action as it deems appropriate through the Farm Advisory Board or other entities or individuals to encourage the formation of the Districts and to further their purposes and objectives, including the implementation of a public information program to reasonably inform landowners of the Voluntary Agricultural District Program.

C. Withdrawal

In the event that one or more participants in a District withdraws or loses eligibility to participate and the acreage becomes less than the minimum or results in land being noncontiguous, a District will continue to exist so long as there is at least one (1) remaining qualifying farm.

ARTICLE V – APPLICATION, APPROVAL, AND APPEAL PROCEDURE

A. Application Procedure

A landowner may apply to participate in the Voluntary Agricultural District Program by submitting an application to the Cooperative Extension Office. The application shall be on forms provided by Cooperative Extension and approved by the Farm Advisory Board.

B. Approval Process

1. Upon receipt of an application, the Cooperative Extension Director will forward copies to the following agencies for their prompt evaluation and response:
    a. The Cumberland County Tax Department,
    b. The Natural Resources Conservation Service office for Cumberland County,
    c. The Cumberland County Soil and Water Conservation District office, and/or
    d. The North Carolina Forest Service.

2. Upon receipt of the responses from the Cumberland County Tax Department, the Natural Resources Conservation Service, the Cumberland County Soil and Water Conservation District, and the North Carolina Forest Service, the Farm Advisory Board shall consider the application at its next regularly scheduled meeting. The Cooperative Extension Director shall notify the applicant by first-class mail of the Farm Advisory Board's decision within 15 days.

C. Appeal

If the Farm Advisory Board denies an application, the petitioner shall have 60 days to appeal the decision to the Board of Commissioners. Such appeal shall be submitted in writing to the Clerk to the Board of Commissioners. The decision of the Board of Commissioners is final.

ARTICLE VI – NOTIFICATION

Upon approval of a Voluntary Agricultural District and notification to the applicant by the Cooperative Extension Director, the Cumberland County Planning Department shall provide notification of said District by the following methods:

A.

B. Signs approved by the Farm Advisory Board shall be installed along the landowner's property outside of any right-of-way or easements and shall conform to Chapter 11, Sign Regulations of the Cumberland County Zoning Ordinance so that current and potential residents and property owners may be made aware that farming and agricultural activities may take place at any time.

The Cumberland County Planning and Inspections Department shall maintain maps of approved Districts within the Cumberland County Geographic Information Mapping System Database as well as an overlay for all tracts located within one-half mile of the property line of any tract of land enrolled in the Voluntary Agricultural District. This mapping information may be viewed by accessing the Cumberland County website at: www.cumberlandcountync.gov.

A. The Cumberland County Tax Department and the Register of Deeds Office shall add a special notice to the GIS database so that anyone conducting title or real estate record searches, or general research on parcels of land, will be advised of the location of and participation in Voluntary Agricultural Districts, in relation to the subject parcel(s).

B. Notice of these methods of District notification and identification shall be included in all Cumberland County Voluntary Agricultural District Program information brochures made available to the public by the Cooperative Extension Service, County Planning and Inspections Department, or the County Tax Department.

ARTICLE VII– REVOCATION AND RENEWAL OF PARTICIPATION IN THE PROGRAM

A. By written notice to the Farm Advisory Board, a landowner of qualifying farmland may revoke his/her participation in the Voluntary Agricultural District Program formulated pursuant to Article V of this ordinance, or the Farm Advisory Board may revoke same participation based on non-compliance by the landowner. Such revocation shall result in loss of eligibility. The County will remove the tract from the public record within a 90-day period.

B. Those parcels approved for the Voluntary Agricultural District shall be automatically renewed unless the landowner provides a 30-day written notice to the Farm Advisory Board of intent not to renew.

ARTICLE VIII– PUBLIC HEARINGS ON PROPOSED CONDEMNATION

A. Purpose

Pursuant to N.C.G.S. 106-740, no state or local public agency or governmental unit may formally initiate any action to condemn any interest in qualifying farmland within a District until such agency or unit has requested the Farm Advisory Board hold a public hearing on the proposed condemnation. This ordinance requires and provides for such hearing

B. Procedure

1. Upon receiving a notice of proposed condemnation, the Farm Advisory Board shall direct the Cooperative Extension Director to

publish notice describing the proposed action in a newspaper of general circulation in Cumberland County within five (5) business days of the request, and in the same notice shall notify the public of a public hearing before the Farm Advisory Board on the proposed condemnation to be held within ten (10) days of receipt of the notice.

2. The Farm Advisory Board shall meet to review:

   a. If the need for the project has been satisfactorily established by the agency or unit of government involved, including a review of any fiscal impact analysis conducted by the agency involved;
   b. Alternatives to the proposed action that have less impact and are less disruptive to the agricultural activities of the District within which the proposed action is to take place.

3. The Farm Advisory Board shall consult with the Cooperative Extension Director, the Natural Resources Conservation Service District Conservationist, and any other individuals, agencies or organizations deemed by the Farm Advisory Board to be necessary for its review of the proposed action. Land value will not be a factor in the selection between properties under consideration for the proposed action.
4. The Cumberland County Board of Commissioners shall condemn farmland within a District only "as a last resort" if it is considering condemnation for County purposes. Within five (5) days after the public hearing, the Farm Advisory Board shall make a report containing its findings and recommendations regarding the proposed action. The report shall be made available to the public for comment prior to its being conveyed to the decision-making body of the agency proposing the acquisition. There will be a period of ten (10) days allowed for public comment on the report of the Farm Advisory Board.
5. After the ten (10) day period for public comment has expired, the Farm Advisory Board shall submit a final report containing all of its findings and recommendations regarding the proposed action to the decision-making body of the agency proposing the condemnation.
6. The total time period, from the day that a notice requiring a hearing has been received to the day that a final report is issued to the decision-making body of the agency proposing the acquisition shall not exceed thirty (30) days. If the agency agrees to an extension, the agency and the Farm Advisory Board shall mutually agree upon a schedule to be set forth in writing and made available to the public.
7. No state or local agency may formally initiate a condemnation action while the proposed condemnation is properly before the Farm Advisory Board within these time limits.

ARTICLE IX – NORTH CAROLINA AGENCY NOTIFICATION

A. Adoption

A copy of this ordinance once adopted, shall be recorded with the N.C. Department of Agriculture and Consumer Services.

B. Annual Report

The Cooperative Extension Director, on behalf of the Farm Advisory Board, shall submit an annual report to the North Carolina Commissioner of Agriculture and Consumer Services as specified in N.C.G.S. 106-743.

ARTICLE X– LEGAL PROVISIONS

A. Limit of Liability

In no event shall the County or any of its officers, employees, or agents be held liable in damages for any misfeasance, malfeasance, or nonfeasance occurring in good faith in connection with the duties of obligation imposed by this ordinance.

B. No Cause of Action

In no event shall any cause of action arise out of the failure of a person researching the title of a particular tract to report to any person the proximity of the tract to a qualifying farm or District as defined in this ordinance.

C. Severability

If any article, section of subsection, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of this ordinance.

D. Conflict with other Ordinances and Statutes

Whenever the provisions of this ordinance conflict with other ordinances of Cumberland County, this ordinance shall govern to the extent allowed by law. Whenever the provisions of any federal or state statute require restrictive provisions than are required by this ordinance, the provisions of such statute shall govern.

ARTICLE XI
ENACTMENT

The Cumberland County Board of Commissioners hereby adopts and enacts the preceding articles and sections of this Ordinance.

Adopted this_____ day of _____, ____.

CUMBERLAND COUNTY BOARD OF COMMISSIONERS

_____
Glenn Adams, Chairman

ATTEST:

_____
Andrea Tebbe, Clerk to the Board of Commissioners

Approval as to form:

_____
County Attorney

Cumberland County Farm
Advisory Board
℘Bylaws ℘

Adopted:

ARTICLE I - NAME

The official name of this organization shall be the Cumberland County Farm Advisory Board. Hereafter, the Cumberland County Farm Advisory Board may be referred to as the Farm Advisory Board.

ARTICLE II - PURPOSE

The articles and sections of this Ordinance are adopted pursuant to authority conferred by the North Carolina General Statutes sections 106-735 through 106-744 and Chapter 153A.

The Cumberland County Board of Commissioners establishes the Farm Advisory Board and charges it with the responsibility of serving as a "watchdog" for development in farm and rural areas, protecting agricultural land, preserving the farming industry and culture of the County, protecting the character of the rural areas of the County, and implementing the provisions of the voluntary Agricultural District Ordinance.

ARTICLE III – COMPOSITION

The Farm Advisory Board shall have ~~nine~~ seven members consisting of the following:

- ~~Five~~ Four active farmers as defined in N.C.G.S. 106-581.1
- One member representing ~~of~~ the ~~Natural Resource Conservation Service~~ Cumberland County Soil and Water Conservation, Board of Supervisors or NC Forest Service.
- One member of the Farm Bureau Board of Directors
- One member of the Cumberland County Joint Planning Board
- ~~The Director or an Agricultural Extension Agent of the Cumberland County Center of the North Carolina Cooperative Extension Service.~~

Additional members may be appointed to the Board in an ex officio capacity representing staff from Cumberland County Cooperative Extension, Cumberland County Soil and Water Conservation, Farm Service Agency, Cumberland County Planning Department, and other agencies, as deemed necessary by the Board of Commissioners. Members serving in an ex officio capacity shall neither vote nor count toward quorum.

Candidates for membership must be residents of Cumberland County or must be actively farming in Cumberland County and are nominated by the Farm Advisory Board or County Commissioners and are appointed by the Cumberland County Board of Commissioners.

ARTICLE IV – DUTIES

The Farm Advisory Board shall have the following duties:

1. Promote the health, safety rural agricultural values, and general welfare of the County;
2. Increase identity and pride in the agricultural community and its way of life;
3. Encourage the economic and financial health of agriculture;

4. Protect rural character and agricultural culture;
5. Insure that development does not negatively impact farming and farming operations~~.~~;
6. Make recommendations to the Cumberland County Joint Planning Board and the Board of Commissioners regarding issues involving farmland in Cumberland County;
7. Review and approve or disapprove applications for inclusion in, the establishment of, and modification of Voluntary Agricultural Districts;
8. Review and make recommendations concerning any ordinance or amendment adopted or proposed for adoption pursuant to N.C.G.S. 106, Article 61;
9. Hold public hearings on public projects likely to have an impact on agricultural operations, particularly if such projects involve condemnation of all or part of a qualifying farm in a Voluntary Agricultural District; and
10. Approve and submit an annual report ~~that is due in January of each year~~ to the North Carolina Commissioner of Agriculture (required by N.C.G.S. 106-743), prepared by~~u~~ the Cooperative Extension Director, giving the status, progress and activities of the County's Voluntary Agricultural District Program;

ARTICLE V - MEMBERSHIP

Terms
Terms shall be for three years and no member shall serve more than two consecutive terms. A m~~M~~ember must have been off the Farm Advisory Board for at least one year before she or he may be appointed for a subsequent term~~.~~ Terms begin January 1st and end December 31st.

~~During the initial term on the Board, all members shall serve one three-year term. At the end of the initial three-year term, terms shall be staggered with 1/3 of the members appointed for a 1-year term; 1/3 of the membership appointed for a 2-year term; and 1/3 of the membership appointed to a three-year term. Board members shall determine the membership rotation during the final quarterly meeting of the third year by drawing lots.~~

Vacancies
Any vacancy of a member on the ~~A~~ Farm Advisory Board is to be filled by a Board of Commissioner designee for the ~~member appointed to serve the unexpired~~ remainder of the ~~a~~ former member's term ~~may serve two terms in addition to the remainder of the unexpired term.~~

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Farm Advisory Board members must serve personally and may not send a representative or delegate in their place to conduct Farm Advisory Board business. No one but officially appointed members shall sit on the Farm Advisory Board or conduct its business.

Removal
Any member of the Farm Advisory Board may be removed by the Board of Commissioners upon a majority vote. No cause for removal shall be required.

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ARTICLE VI – OFFICERS

Officers
Officers of the Farm Advisory Board shall be a Chairman, Vice-Chairman and Secretary, and shall be elected to serve a one -year term, elected annually by the membership at the first quarter meeting.

Cumberland County
Farm Advisory Board
℘ Bylaws ℘

The Chairman and Vice-Chairman shall be selected from the ~~five~~ four active farmers serving on the Board. ~~Each officer shall serve no more than two consecutive terms in that particular office.~~

Officer Duties
Chairman – The Chairman shall preside at all meetings, shall vote, and may participate in the discussion of matters, rule on all procedural questions, establish and appoint members to sub-committees, serve as ex-officio voting member of all sub-committees, and perform other duties as may be delegated to him/her by the Farm Advisory Board.

Vice-Chairman – The Vice-Chairman shall serve as Chairman in his/her absence and performs other duties as assigned by the Chairman. The Vice-Chairman shall serve as ex-officio voting member of all sub-committees.

Secretary – The Secretary shall execute such documents as authorized by the Farm Advisory Board, on behalf of the Board, shall cause full and accurate minutes to be kept of meetings of the Farm Advisory Board and its sub-committees, and shall perform such other duties as the Farm Advisory Board may designate. The administrative staff ~~of the~~ of Cumberland County ~~Center of the N.C.~~ Cooperative Extension ~~Service~~ shall perform or may cause to be performed on behalf of a Board member designated administrative duties, such as record keeping, correspondence,-and application procedures of the Voluntary Agricultural District Ordinance~~,~~.

ARTICLE VII – PROCEDURES

Conducting Business
Business shall be conducted in accordance with generally accepted rules of Parliamentary Procedure. In any case where there is a conflict between these Bylaws and Parliamentary Procedure, these Bylaws shall control. A quorum must be present to vote or make any decisions or take any official action.

Voting
The presiding Chairman shall vote on all issues. For the purposes of the Farm Advisory Board, a quorum shall be established when (4~~5~~) or more Board members have convened to conduct business. A quorum once established may not be broken by the departure of a member. When a quorum is present the affirmative vote of a majority of the Farm Advisory Board present shall be required to take any action.

Conflict of Interest
Any Farm Advisory Board member who has a substantial personal or financial conflict of interest in the outcome of any matter brought before the Farm Advisory Board shall make that interest known and the minutes of that meeting shall record that the member made such fact known. The member shall refrain from voting and in any way participating in that matter.

Meetings
The Farm Advisory Board shall meet the 2nd Tuesday of the first month of each quarter ~~in Room 107C of the Historic Courthouse~~ at the Cumberland County Agriculture Center, ~~at 7:00 p.m~~8:30 am~~.~~ The schedule shall be set for the year by resolution at the January meeting. The Farm Advisory Board shall –conduct meetings in compliance with the Open Meetings Law and the Public Records Law. Special meetings may be called at the request of the Chairman or a simple majority of the

Farm Advisory Board. Notice of such special meeting shall be given by the Secretary to all members of the Farm Advisory Board at least 48 hours prior to such meeting and shall state the purpose, time and place of the meeting.

Administration

Cumberland County Cooperative Extension will serve the Advisory Board for record keeping, correspondence, and whatever services the Board needs to complete its duties.

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Order of Business

The Secretary shall prepare an agenda for each meeting, and the Order of Business therein shall be as follows:

Roll Call
Recognition of Guests
Approval of Agenda and Minutes
Unfinished Business
New Business
Adjournment

Cooperation with Interested Private and Public Groups

The Chairman may request the Secretary to invite any interested parties to appear before the Farm Advisory Board or any sub-committee thereof. The Chairman may invite Department Heads from those governmental jurisdictions which may be directly or indirectly concerned with matters to be conducted by the Farm Advisory Board.

Sub-committees

The Farm Advisory Board may create sub-committee(s) from its membership to provide for thorough study and consideration of matters, within the purview of the Farm Advisory Board, and in order to provide for its efficient operation. Sub-committees may be comprised of as many members as the Chairman may deem necessary provided that in no case shall a sub-committee be composed of less than three members. The elected Farm Advisory Board officers shall serve as ex-officio members of all sub-committees. The Chairman shall appoint all sub-committee members and shall designate one sub-committee member to serve as moderator to serve until his successor has been appointed and qualified. Sub-committee meetings shall meet at the call of the moderator. The Chairman may request the moderator to call a special meeting. A majority of the members of a sub-committee shall constitute a quorum.

ARTICLE VIII – AMENDMENTS

These Bylaws may be amended, supplemented or superseded by an affirmative vote of a two-thirds (2/3) majority of the total membership of the Farm Advisory Board.

Cumberland County
Farm Advisory Board ℘
Bylaws ℘

ARTICLE VIII – EFFECTIVE DATE

These Bylaws shall be in full force and effect from and after the date of their approval by the Farm Advisory Board.

Adopted by the Farm Advisory Board this _____day of _____,202306.

~~David Collier~~Ryan Kennedy, Chairman
—Farm Advisory Board

–Joe Gillis, -Vice-Chairman
–Farm Advisory Board

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~~George Autry~~Lisa Childers, Director Cumberland County ~~Center~~
~~North Carolina~~ Cœperative Extension ~~Service~~

Final approval by the Cumberland County Board of Commissioners was granted on this _____day of _____, 200623.

Commissioner Dr. Toni Stewart
Chairman

Andrea Tebbe
Clerk to the Board of Commissioners

~~Commissioner Billy P. King~~

~~Marsha Fogle,~~
~~Clerk to the Board of Commissioners~~

Cumberland County
Farm Advisory Board ℘
Bylaws ℘

Approved for Legal Sufficiency

~~Grainger Barrett~~Rick Moorefield,
County Attorney

Cumberland County
Farm Advisory Board
℘ Bylaws ℘

Adopted:

ARTICLE I - NAME

The official name of this organization shall be the Cumberland County Farm Advisory Board. Hereafter, the Cumberland County Farm Advisory Board may be referred to as the Farm Advisory Board.

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ARTICLE III – COMPOSITION

The Farm Advisory Board shall have seven members consisting of the following:

- Four active farmers as defined in N.C.G.S. 106-581.1
- One member representing the Cumberland County Soil and Water Conservation, Board of Supervisors or NC Forest Service.
- One member of the Farm Bureau Board of Directors
- One member of the Cumberland County Joint Planning Board

Additional members may be appointed to the Board in an ex officio capacity representing staff from Cumberland County Cooperative Extension, Cumberland County Soil and Water Conservation, Farm Service Agency, Cumberland County Planning Department, and other agencies, as deemed necessary by the Board of Commissioners. Members serving in an ex officio capacity shall neither vote nor count toward quorum.

Candidates for membership must be residents of Cumberland County or must be actively farming in Cumberland County and are nominated by the Farm Advisory Board or County Commissioners and are appointed by the Cumberland County Board of Commissioners.

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The Farm Advisory Board shall have the following duties:

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2. Increase identity and pride in the agricultural community and its way of life.
3. Encourage the economic and financial health of agriculture.
4. Protect rural character and agricultural culture.
5. Insure that development does not negatively impact farming and farming operations;

6. Make recommendations to the Cumberland County Joint Planning Board and the Board of Commissioners regarding issues involving farmland in Cumberland County.
7. Review and approve or disapprove applications for inclusion in, the establishment of, and modification of Voluntary Agricultural Districts;
8. Review and make recommendations concerning any ordinance or amendment adopted or proposed for adoption pursuant to N.C.G.S. 106, Article 61;
9. Hold public hearings on public projects likely to have an impact on agricultural operations, particularly if such projects involve condemnation of all or part of a qualifying farm in a Voluntary Agricultural District; and
10. Approve and submit an annual report to the North Carolina Commissioner of Agriculture (required by N.C.G.S. 106-743), prepared by the Cooperative Extension Director, giving the status, progress and activities of the County's Voluntary Agricultural District Program.

ARTICLE V - MEMBERSHIP

Terms

Terms shall be for three years and no member shall serve more than two consecutive terms. A member must have been off the Farm Advisory Board for at least one year before she or he may be appointed for a subsequent term Terms begin January 1st and end December 31st.

Vacancies

Any vacancy of a member on the Farm Advisory Board is to be filled by a Board of Commissioner designee for the remainder of the former member's term.

Farm Advisory Board members must serve personally and may not send a representative or delegate in their place to conduct Farm Advisory Board business. No one but officially appointed members shall sit on the Farm Advisory Board or conduct its business.

Removal

Any member of the Farm Advisory Board may be removed by the Board of Commissioners upon a majority vote. No cause for removal shall be required.

ARTICLE VI – OFFICERS

Officers

Officers of the Farm Advisory Board shall be a Chairman, Vice-Chairman and Secretary, and shall be elected to serve a one -year term, elected annually by the membership at the first quarter meeting. The Chairman and Vice-Chairman shall be selected from the four active farmers serving on the Board.

Officer Duties

Chairman – The Chairman shall preside at all meetings, shall vote, and may participate in the discussion of matters, rule on all procedural questions, establish and appoint members to sub-committees, serve as ex-officio voting member of all sub-committees, and perform other duties as may be delegated to him/her by the Farm Advisory Board.

Vice-Chairman – The Vice-Chairman shall serve as Chairman in his/her absence and performs other duties as assigned by the Chairman. The Vice-Chairman shall serve as ex-officio voting member of all sub-committees.

Secretary – The Secretary shall execute such documents as authorized by the Farm Advisory Board, on behalf of the Board, shall cause full and accurate minutes to be kept of meetings of the Farm Advisory Board and its sub-committees, and shall perform such other duties as the Farm Advisory Board may designate. The administrative staff of Cumberland County Cooperative Extension shall perform or may cause to be performed on behalf of a Board member designated administrative duties, such as record keeping, correspondence, and application procedures of the Voluntary Agricultural District Ordinance.

ARTICLE VII – PROCEDURES

Conducting Business

Business shall be conducted in accordance with generally accepted rules of Parliamentary Procedure. In any case where there is a conflict between these Bylaws and Parliamentary Procedure, these Bylaws shall control. A quorum must be present to vote or make any decisions or take any official action.

Voting

The presiding Chairman shall vote on all issues. For the purposes of the Farm Advisory Board, a quorum shall be established when (4) or more Board members have convened to conduct business. A quorum once established may not be broken by the departure of a member. When a quorum is present the affirmative vote of a majority of the Farm Advisory Board present shall be required to take any action.

Conflict of Interest

Any Farm Advisory Board member who has a substantial personal or financial conflict of interest in the outcome of any matter brought before the Farm Advisory Board shall make that interest known and the minutes of that meeting shall record that the member made such fact known. The member shall refrain from voting and in any way participating in that matter.

Meetings

The Farm Advisory Board shall meet the 2nd Tuesday of the first month of each quarter at the Cumberland County Agriculture Center, 8:30 am The schedule shall be set for the year by resolution at the January meeting. The Farm Advisory Board shall conduct meetings in compliance with the Open Meetings Law and the Public Records Law. Special meetings may be called at the request of the Chairman or a simple majority of the Farm Advisory Board. Notice of such special meeting shall be given by the Secretary to all members of the Farm Advisory Board at least 48 hours prior to such meeting and shall state the purpose, time and place of the meeting.

Administration

Cumberland County Cooperative Extension will serve the Advisory Board for record keeping, correspondence, and whatever services the Board needs to complete its duties.

Cumberland County
Farm Advisory Board
℘ Bylaws ℘

Order of Business
The Secretary shall prepare an agenda for each meeting, and the Order of Business therein shall be as follows:

Roll Call
Recognition of Guests
Approval of Agenda and Minutes
Unfinished Business
New Business
Adjournment

Cooperation with Interested Private and Public Groups
The Chairman may request the Secretary to invite any interested parties to appear before the Farm Advisory Board or any sub-committee thereof. The Chairman may invite Department Heads from those governmental jurisdictions which may be directly or indirectly concerned with matters to be conducted by the Farm Advisory Board.

Sub-committees
The Farm Advisory Board may create sub-committee(s) from its membership to provide for thorough study and consideration of matters, within the purview of the Farm Advisory Board, and in order to provide for its efficient operation. Sub-committees may be comprised of as many members as the Chairman may deem necessary provided that in no case shall a sub-committee be composed of less than three members. The elected Farm Advisory Board officers shall serve as ex-officio members of all sub-committees. The Chairman shall appoint all sub-committee members and shall designate one sub-committee member to serve as moderator to serve until his successor has been appointed and qualified. Sub-committee meetings shall meet at the call of the moderator. The Chairman may request the moderator to call a special meeting. A majority of the members of a sub-committee shall constitute a quorum.

ARTICLE VIII – AMENDMENTS

These Bylaws may be amended, supplemented or superseded by an affirmative vote of a two-thirds (2/3) majority of the total membership of the Farm Advisory Board.

ARTICLE VIII – EFFECTIVE DATE

These Bylaws shall be in full force and effect from and after the date of their approval by the Farm Advisory Board.

Adopted by the Farm Advisory Board this _____day of _____,2023.

Cumberland County
Farm Advisory Board ℘
Bylaws ℘

_____ _____

Ryan Kennedy, Chairman
Farm Advisory Board

Joe Gillis, Vice- Chairman
Farm Advisory Board

_____

Lisa Childers, Director Cumberland County Cooperative Extension

Final approval by the Cumberland County Board of Commissioners was granted on this _____day of _____, 2023.

_____

Commissioner Glenn Adams
Chairman

_____

Andrea Tebbe
Clerk to the Board of Commissioners

_____

Approved for Legal Sufficiency

_____

Rick Moorefield,
County Attorney

Farm Advisory Board

Voluntary Agriculture District

NC COOPERATIVE EXTENSION

N.C. A&T STATE UNIVERSITY

NC STATE UNIVERSITY

CUMBERLAND COUNTY

NORTH CAROLINA

Farm Advisory Board

The Farmland Advisory Committee serves as a watchdog for development in farm and rural areas, protect agricultural land, preserve the farming industry and protect the character of the rural areas in the county.

Statutory Authorization:

Member Specifications: 9 Members

Term: 3 Year

Compensation:

Duties:

1. Promote the health, safety, rural agricultural values, and general welfare of the County;
2. Increase identity and pride in the agricultural community and its way of life;
3. Encourage the economic and financial health of agriculture;
4. Make recommendations to the Cumberland County Joint Planning Board and Board of Commissioners regarding issues involving farmland in Cumberland County.

Meetings: Quarterly - second Tuesday of the first month at 7:00 p.m.

Location: Historic Cumberland County Courthouse,
Room 107C

130 Gillespie Street
Fayetteville, NC

Close

Fayetteville-Cumberland Parks and Recreation Advisory Commission

Farm Advisory Board

- NC General Statutes Chapter 106, Article 61: The Farmland Preservation Enabling Act allows counties to adopt ordinances which provide for Voluntary Agricultural Districts.

- The purpose of such agricultural districts shall be to increase identity and pride in the agricultural community and to decrease the likelihood of legal disputes such as nuisance actions between farm owners and their neighbors.

- The VAD program is a county-level ordinance that establishes a Farm Advisory Board that provides a voice for farms, forestry and horticultural interests in local government.

Cumberland County Statistics

Farms Enrolled in the VAD Program	44
Acres of Farmland Enrolled in the VAD Program	15,246

Revisions to ByLaws

- Updated the administration of the Board.
- Updated the General Statute.
- Updated board meeting location, time, etc.
- Decreased the number of board members.
- Updated requirements for board members.
  - Candidates for membership must be residents of Cumberland County or must be actively farming in Cumberland County.

Revision to Ordinance

- Updated language
- Updated General Statute
- Added an auto renewal for farms to stay in the VAD

Questions?

OFFICE OF THE COUNTY ATTORNEY

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF DECEMBER 18, 2023

TO: **BOARD OF COUNTY COMMISSIONERS**

FROM: **COUNTY ATTORNEY**

DATE: **12/8/2023**

SUBJECT: **CONSIDERATION OF TEXT AMENDMENT TO EXPAND JURISDICTION OF THE MINIMUM HOUSING AND NONRESIDENTIAL BUILDING CODE**

BACKGROUND

The board of commissioners acted November 20, 2023, to set the legislative hearing required by statute to receive public comments on the proposed text amendment to the county's Minimum Housing and Nonresidential Building Code expanding the county's jurisdiction into those municipalities which request it. Notice of the legislative hearing was advertised in the *Fayetteville Observer* December 8 and 15, 2023. Confirmation of the order for the advertising is attached. The proof of publication will be placed on the consent agenda of the next regular meeting after it is received to create a permanent record.

RECOMMENDATION / PROPOSED ACTION

After considering any public comments at the legislative hearing, the board may adopt the text amendment set out below:

Be it hereby ordained by the Cumberland County Board of Commissioners, that Chapter 4, Article IV, Division 3. Enforcement, of the Cumberland County Code is amended by adding a new Sec. 4-87 as follows:

Sec. 4-87. Territorial Jurisdiction.

(a) This article is applicable to any area within the territorial jurisdiction of the County of Cumberland, North Carolina, and within the territorial limits of any municipality within the county for which the governing board of the municipality has adopted a resolution pursuant to former

N.C.G.S. § 160A-441, N.C.G.S. § 160D-202, or any other statutory authority requesting this ordinance or code to be applicable within the municipality's jurisdiction and for which the county's governing board adopts a resolution accepting the municipality's jurisdiction for this purpose.

(b) The Clerk to the Board of Commissioners shall maintain a copy of the requesting and accepting resolutions in the Ordinance Book with this ordinance.

Passed and approved by the Cumberland County Board of Commissioners December 18, 2023.

ATTACHMENTS:

Description	Type
Confirmation of Notice for Public Hearing - Text Amendment	Backup Material

Rick Moorefield

From: Fayetteville Legals <legals@fayobserver.com>
Sent: Thursday, December 7, 2023 3:37 PM
To: Rick Moorefield
Subject: Thank you for placing your order with us.

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.

THANK YOU for your ad submission!

This is your confirmation that your order has been submitted. Below are the details of your transaction. Please save this confirmation for your records.

We appreciate you using our online self-service ads portal, available 24/7. Please continue to visit Fayetteville Observer's online Classifieds HERE to place your legal notices in the future.

Job Details

Order Number:
LWLM0040236
External Number:
9605859
Classification:
Public Notices
Package:
General Package
Order Cost:
$158.10

Account Details

Cumb Co Attorney'S,Myra Brooks
Po Box 1829 COUNTY ATTORNEY'S OFFICE/LEGAL DEPT.
Fayetteville, NC ◆ 28302-1829
910-678-7762
mbrooks@cumberlandcountync.gov
Cumb Co Attorney'S,Myra Brooks

Schedule for ad number LWLM00402360

Fri Dec 8, 2023
Fayetteville Observer
All Zones

Fri Dec 15, 2023
Fayetteville Observer
All Zones

PLANNING AND INSPECTIONS DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF DECEMBER 18, 2023

TO: **BOARD OF COUNTY COMMISSIONERS**

FROM: **CUMBERLAND COUNTY JOINT PLANNING BOARD**

DATE: **12/7/2023**

SUBJECT: CASE ZON-23-0026

BACKGROUND

ZON-23-0026: Rezoning from RR Rural Residential District to C1(P) Planned Local Business District or to a more restrictive zoning district for .23 +/- acres; located at 5250 Maxwell Road, submitted William McPhail (Owner).

RECOMMENDATION / PROPOSED ACTION

Planning Board Action: Recommended approval of the rezoning request from RR Rural Residential District to C1(P) Planned Local Business District at their November 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 RR Rural Residential District to C1(P) Planned Local Business District and find that: 1. Approval is an amendment to the adopted, current Stedman Area 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 expand an existing commercial site and does not represent a substantial increase or impact to nearby residential areas. 3. The use of the parcel for a stand-alone use would be limited due to the parcel's unique size and configuration. 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-23-0026, I move to approve the rezoning request from RR Rural Residential District to C1(P) Planned Local Business District and find that:

1. Approval is an amendment to the adopted, current Stedman Area 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 expand an existing commercial site and does not represent a substantial increase or impact to nearby residential areas.
3. The use of the parcel for a stand-alone use would be limited due to the parcel's unique size and configuration.

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-23-0026, I move to deny the rezoning request from RR Rural Residential District to C1(P) Planned Local Business District and find the request is not consistent with the Stedman Area Land Use Plan. The request is not reasonable or in the public interest because _____.

ATTACHMENTS:

Description	Type
Case ZON-23-0026	Backup Material

Rawls Howard
Director

David Moon
Deputy Director

CUMBERLAND COUNTY
NORTH CAROLINA

Cumberland County Joint Planning Board

DECEMBER 7, 2023

MEMO TO: Cumberland County Board of Commissioners

FROM: Cumberland County Joint Planning Board

SUBJECT: **ZON-23-0026:** Rezoning from RR Rural Residential District to C1(P) Planned Local Business District or to a more restrictive zoning district for .23 +/- acres; located at 5250 Maxwell Road, submitted William McPhail (Owner).

ACTION: Recommended approval of the rezoning request from RR Rural Residential District to C1(P) Planned Local Business District at their November 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 NOVEMBER 21, 2023

In Case ZON-23-0026, Planning and Inspections staff recommends approval of the rezoning request from RR Rural Residential District to C1(P) Planned Local Business District and find that: 1. Approval is an amendment to the adopted, current Stedman Area 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 expand an existing commercial site and does not represent a substantial increase or impact to nearby residential areas. 3. The use of the parcel for a stand-alone use would be limited due to the parcel's unique size and configuration. 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-23-0026, Mrs. Moody made a motion, seconded by Mr. Baker to recommend approval of the rezoning request from RR Rural Residential District to C1(P) Planned Local Business District and find that: 1. Approval is an amendment to the adopted, current Stedman Area 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 expand an existing commercial site and does not represent a substantial increase or impact to nearby residential areas. 3. The use of the parcel for a stand-alone use would be limited due to the parcel's unique size and configuration. The Board finds 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.

CUMBERLAND COUNTY
NORTH CAROLINA
PLANNING & INSPECTIONS

PLANNING STAFF REPORT
REZONING CASE # ZON-23-0026
Planning Board Meeting: Nov. 21, 2023

Location: 5250 Maxwell Rd
Jurisdiction: County-Unincorporated

REQUEST	**Rezoning RR to C1(P)**

Applicant requests a rezoning from RR Rural Residential District to C1(P) Planned Local Business District for approximately .23 acres located at 5250 Maxwell Rd, as shown in Exhibit "A". This parcel is currently vacant. The intent of the property owner is to expand an existing mini-warehouse business located on an abutting parcel, which is presently zoned C1(P) Local Business District. Combined, the two parcels would contain 1.07 acres.

PROPERTY INFORMATION

OWNER/APPLICANT: William McPhail (owner)

ADDRESS/LOCATION: 5250 Maxwell Rd. Refer to Exhibit "A", Location and Zoning Map. REID number: 0477718141000

SIZE: The parcel contains approximately 0.23 acres. Road frontage along Maxwell Road is 31.25 feet. The property is approximately 316.19 feet in length at its deepest point.

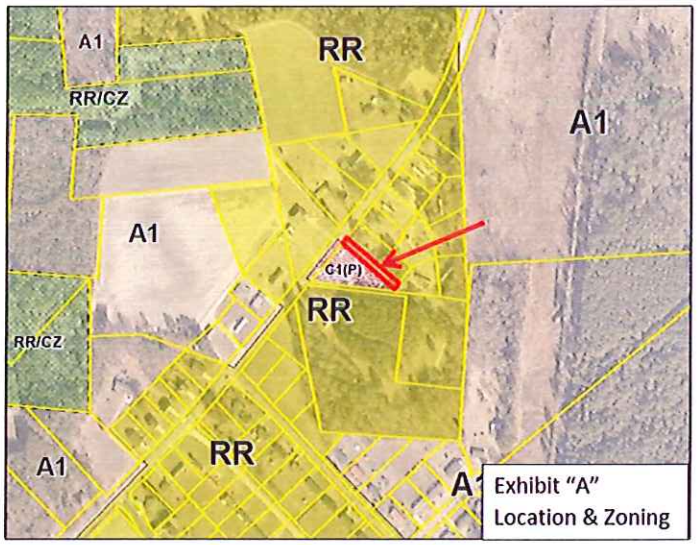


Exhibit "A"
Location & Zoning

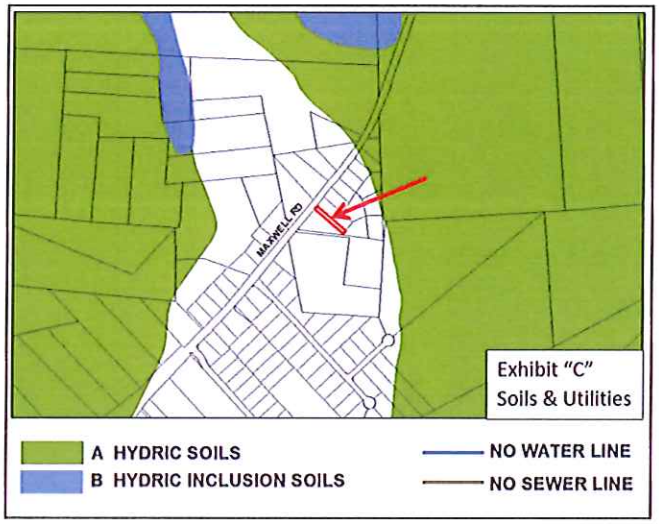
EXISTING ZONING: The subject property is currently zoned RR Rural Residential district. This district is for traditional rural use with lots of 20,000 square feet or above. The principal use of the land is for suburban density residential, including manufactured housing units, and agricultural purposes. 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 subject parcel is currently vacant. Exhibit "B" shows the existing use of the subject property.

SURROUNDING LAND USE: Exhibit "B" illustrates the following:

- **North:** Farmland, single-family homes, and manufactured homes
- **East:** Wooded lands and single family homes
- **West:** Farmland and single family homes
- **South:** Mini-warehouse storage facility, wooded lands and 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 at the property.

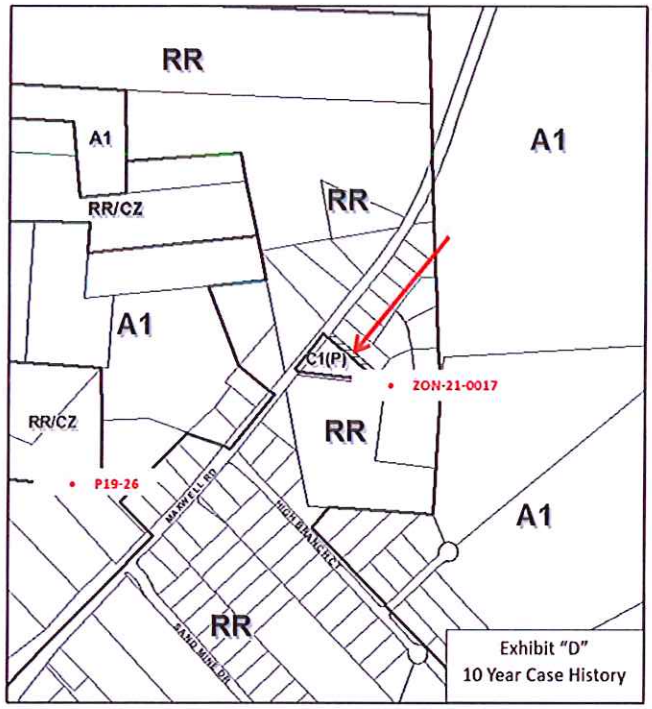


TEN YEAR ZONE CASE HISTORY:

Exhibit "D" denotes the location of the zoning case history described below.

- **ZON-21-0017:** RR to C1(P); **Approved**; .84 acres
- **P19-026:** A1 to RR; **Approved;** 2.53 acres

DEVELOPMENT REVIEW: Prior to an expansion of the current storage facility, a site plan review must be submitted, reviewed, and approved by Cumberland County Current Planning for compliance with the Subdivision and Zoning Ordinances prior to development activity.



DIMENSIONAL PROVISIONS FOR REQUESTED DISTRICT:

Minimum Standard	RR (Existing Zoning)	C1(P) (Proposed)
Front Yard Setback	30 feet	45 feet
Side Yard Setback	15 feet	15 feet
Rear Yard Setback	35 feet	20 feet
Lot Area	20,000 sq. ft.	N/A
Lot Width	100'	N/A

Development Potential:

Existing Zoning (RR)	Proposed Zoning (C1(P))
0 dwelling units	0 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 Stedman Area Land Use Plan (2020). The future land use classification of the property is "Suburban Density Residential", as shown in Exhibit "E". Associated zoning districts for this classification are R30, R30A, R20, R20A, RR, CD, R40 & R40A.

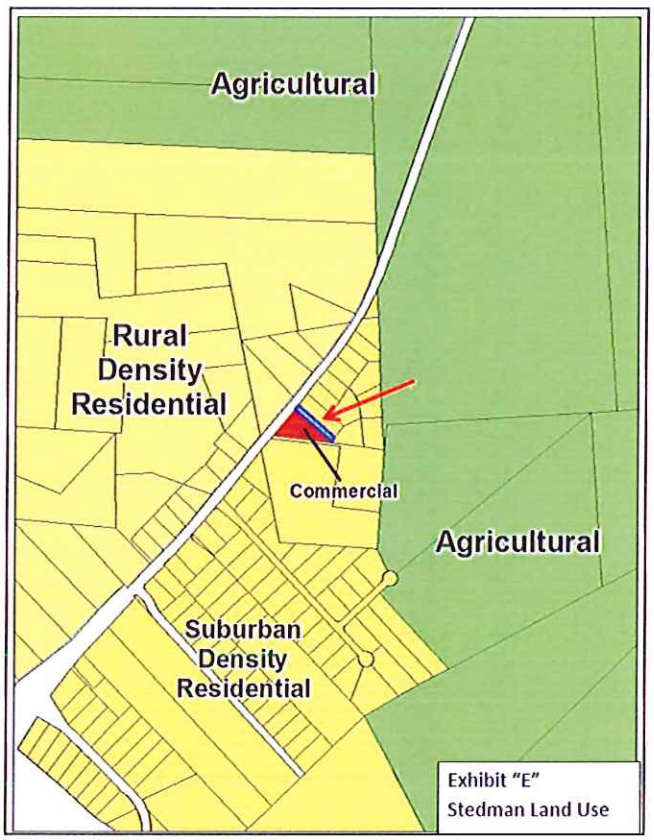
The proposed rezoning request is not consistent with the adopted Land Use Plan.

Suburban Residential Development Goal:

-The Suburban Density Residential land use classification represents land that will be used for residential purposes of a denser nature than that of the Rural Density Residential classification.

- The intent of this classification is to allow for a denser, neighborhood type residential developments with no more than one unit per 20,000 square feet, or approximately 0.46 acres. Septic systems may be utilized based on soil type, lot size, and distance from public sewer.

Associated plan goals and policies that may be considered include the following:



-Commercial development should be located so that it has the least impact on the residential areas.

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 the 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 property is located outside of FAMPO boundaries.

SCHOOLS CAPACITY/ENROLLMENT:

School	Capacity	Enrollment
Stedman Primary	162	122
Stedman Elementary	358	250
Mac Williams Middle	1164	1141
Cape Fear High	1476	1519

ECONOMIC DEVELOPMENT: Fayetteville Cumberland County Economic Development Corporation has reviewed the request and had no objection to the proposal.

EMERGENCY SERVICES: Cumberland County Fire Marshal's office has reviewed the request and has no objections to the rezoning request.

SPECIAL DISTRICTS/ OVERLAY DISTRICTS:

Special Districts			
Fayetteville Regional Airport Overlay:	n/a	Averasboro Battlefield Corridor:	n/a
Five Mile Distance of Fort Liberty:	n/a	Eastover Commercial Core Overlay District:	n/a
Voluntary Agricultural District (VAD):	n/a	Spring Lake Main Street Overlay District:	n/a
VAD Half Mile Buffer:	n/a	Coliseum Tourism Overlay District:	n/a

n/a – not applicable

CONDITIONS OF APPROVAL: This is a conventional zoning and there are no conditions at this time.

STAFF RECOMMENDATION

In Case ZON-23-0026, Planning and Inspections staff **recommends approval** of the rezoning request from RR Rural Residential District to C1(P) Planned Local Business District and find that:

1. Approval is an amendment to the adopted, current Stedman Area 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 expand an existing commercial site and does not represent a substantial increase or impact to nearby residential areas.
3. The use of the parcel for a stand-alone use would be limited due to the parcel's unique size and configuration.

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

ATTACHMENT – MAILING LIST

BULLOCK, HOMER C;BULLOCK, JOYCE
PO BOX 1382
FAYETTEVILLE, NC 28302

BULLOCK, HOMER C;BULLOCK, JOYCE
PO BOX 1382
FAYETTEVILLE, NC 28302

BULLOCK, HOMER C;BULLOCK, JOYCE
PO BOX 1382
FAYETTEVILLE, NC 28302

BULLOCK, HOMER C
PO BOX 1382
FAYETTEVILLE, NC 28302

BULLOCK, HOMER C;BULLOCK, JOYCE
PO BOX 1382
FAYETTEVILLE, NC 28302

BULLOCK, HOMER C;BULLOCK, JOYCE
PO BOX 1382
FAYETTEVILLE, NC 28302

BULLOCK, HOMER C;BULLOCK, JOYCE
PO BOX 1382
FAYETTEVILLE, NC 28302

BULLOCK, HOMER C;BULLOCK, JOYCE
PO BOX 1382
FAYETTEVILLE, NC 28302

BULLOCK, HOMER C;BULLOCK, JOYCE
PO BOX 1382
FAYETTEVILLE, NC 28302

BULLOCK, HOMER C;BULLOCK, JOYCE
PO BOX 1382
FAYETTEVILLE, NC 28302

BULLOCK, HOMER C;BULLOCK, JOYCE
PO BOX 1382
FAYETTEVILLE, NC 28302

RADNOTHY, LOUIS MICHAEL;RADNOTHY, ANNE KATHERINE
4528 PORT ELLEN DR
FAYETTEVILLE, NC 28312

MCPHAIL, WILLIAM
366 CARROLL STORE ROAD
AUTRYVILLE, NC 28318

MCPHAIL, WILLIAM
366 CARROLL STORE RD
AUTRYVILLE, NC 28318

HALO INVESTORS LLC
1270 CANADY POND RD
HOPE MILLS, NC 28348

HALO INVESTORS LLC
1270 CANADY POND RD
HOPE MILLS, NC 28348

HALO INVESTORS LLC
1270 CANADY POND RD
HOPE MILLS, NC 28348

HALO INVESTORS LLC
1270 CANADY POND RD
HOPE MILLS, NC 28348

BULLOCK, LINDA FAY
5353 MAXWELL RD
STEDMAN, NC 28391

MATTHEWS, DENTON LIFE ESTATE;MATTHEWS, LUNETTE LIFE ESTATE
5236 MAXWELL RD
STEDMAN, NC 28391

VONCANNON, JOHNNIE;VONCANNON, BETTY
651 ROCKINGHORSE CT
STEDMAN, NC 28391

BULLOCK, WAYNE L;BULLOCK, TAMI L
5259 MAXWELL RD
STEDMAN, NC 28391

BULLOCK, WAYNE L;BULLOCK, TAMI L
5259 MAXWELL RD
STEDMAN, NC 28391

CANO, INDALECIO ALEJO;CANO, ISABEL RAMOS PASCUAL
5211 MAXWELL RD
STEDMAN, NC 28391

OLIVER, SHEILA B
5285 MAXWELL RD
STEDMAN, NC 28391

BULLOCK, WAYNE L;BULLOCK, TAMI L
5259 MAXWELL RD
STEDMAN, NC 28391

KINCAID, KEMLA;KINCAID, SEAN II
5240 MAXWELL ROAD
STEDMAN, NC 28391

OLIVER, GREGORY C;OLIVER, SHEILA C
5285 MAXWELL RD
STEDMAN, NC 28391

BULLOCK, WAYNE L;BULLOCK, TAMI L
5259 MAXWELL RD
STEDMAN, NC 28391

BULLOCK, LINDA FAY
5353 MAXWELL RD
STEDMAN, NC 28391

ATTACHMENT – MAILING LIST

OLIVER, SHEILA B
5285 MAXWELL RD
STEDMAN, NC 28391

BULLOCK, WAYNE L;BULLOCK, TAMI L
5259 MAXWELL RD
STEDMAN, NC 28391

BULLOCK, WAYNE L;BULLOCK, TAMI L
005259 MAXWELL RD
STEDMAN, NC 28391

PERCIVAL LAND & TIMBER LLC
PO BOX 3610
ALBANY, GA 31706

ATTACHMENT: APPLICATION

CASE #:	Zon-23-0026
PLANNING BOARD MEETING DATE:	
DATE APPLICATION SUBMITTED:	9-18-23
RECEIPT #:	
RECEIVED BY:	

County *of* Cumberland

Planning & Inspections Department

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 RR to C1P
2. Address of Property to be Rezoned: Beside 5246 Maxwell Rd
3. Location of Property: 5246 Maxwell Rd Stedman
   Close to Fuddle in Stedman
4. Parcel Identification Number (PIN #) of subject property: 0477711714 3000
   (also known as Tax ID Number or Property Tax ID)
5. Acreage: .23 Frontage: 30 ft Depth: 346'
6. Water Provider: Well: NA PWC: NA Other (name): None
7. Septage Provider: Septic Tank None PWC None
8. Deed Book 88, Page(s) 170, Cumberland County Registry. (Attach copy of deed of subject property as it appears in Registry).
9. Existing use of property: Storage unit facility
10. Proposed use(s) of the property: add storage units Property
11. Do you own any property adjacent to or across the street from this property?
    Yes ✓ No ___ If yes, where? lot Beside it
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.

William Mspkal

NAME OF OWNER(S) (PRINT OR TYPE)

361 Carroll Store Rd Autryville NC 28318

ADDRESS OF OWNER(S)

910 214 1412 — HOME TELEPHONE #

910 214 1412 — WORK TELEPHONE #

NAME OF AGENT, ATTORNEY, APPLICANT (PRINT OR TYPE)

ADDRESS OF AGENT, ATTORNEY, APPLICANT

Wf 323 8 @ Yahoo

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."

ORDER DETAILS

Order Number:
LWLM0038619
External Order #:
9575743
Order Status:
Approved
Classification:
Govt Public Notices
Package:
General Package
Final Cost:
158.10
Payment Type:
Account Billed
User ID:
L0012804
External User ID:
744350

ACCOUNT INFORMATION

Cumb Co Joint Planning,Laverne Howard
130 Gillespie ST ATTN: LAVERNE HOWARD
Fayetteville, NC 28301-5669
910-678-7600
lhoward@cumberlandcountync.gov
Cumb Co Joint Planning,Laverne
Contract ID:

TRANSACTION REPORT

Date
November 29, 2023 1:31:26 PM EST
Amount:
158.10

ADDITIONAL OPTIONS

1 Affidavit

SCHEDULE FOR AD NUMBER LWLM00386190

December 4, 2023
Fayetteville Observer
December 11, 2023
Fayetteville Observer

PREVIEW FOR AD NUMBER LWLM00386190

PUBLIC NOTICE
The Cumberland County Board of Commissioners will meet at 6:45 p.m. on December 18, 2023 in Room 118 of the County Courthouse at 117 Dick Street to hear the following:
ZON-23-0026: Rezoning from RR Rural Residential Dis. to C1(P) Planned Local Business Dis. or a more restrictive zoning dis.; 0.23 +/- ac.; 5250 Maxwell Rd; William McPhail (Owner).
ZON-23-0027: Rezoning from R40 Residential Dis. to R40A Residential Dis. or a more restrictive zoning dis.; 1.12 +/- ac.; 3400 Nash Rd, Calvin Wilkerson (Owner).
ZON-23-0028: Rezoning from A1 Agricultural Dis. to R40A Residential Dis. or a more restrictive zoning dis.; 2.74 +/- ac.; 4804 Grays Creek Church Rd, Sylvester and Hattie McKoy (Owners).
Publication Dates
L00000000

PLANNING AND INSPECTIONS DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF DECEMBER 18, 2023

TO: **BOARD OF COUNTY COMMISSIONERS**

FROM: **CUMBERLAND COUNTY JOINT PLANNING BOARD**

DATE: **12/7/2023**

SUBJECT: CASE ZON-23-0027

BACKGROUND

ZON-23-0027: Rezoning from R40 Residential District to R40A Residential District or to a more restrictive zoning district for 1.12 +/- acres; located at 3400 Nash Road, submitted Calvin Wilkerson (Owner).

RECOMMENDATION / PROPOSED ACTION

Planning Board Action: Recommended approval of the rezoning request from R40 Residential District to R40A Residential District at their November 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 R40 Residential District to R40A 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-23-0027, I move to approve the rezoning request from R40 Residential District to R40A Residential District and find the request is consistent with the South-Central Land Use Plan which calls for "Farmland" at this location. 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-23-0027, I move to deny the rezoning request from R40 Residential District to R40A Residential District and find 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	Type
Case ZON-23-0027	Backup Material

Rawls Howard
Director

David Moon
Deputy Director

CUMBERLAND COUNTY
NORTH CAROLINA

Cumberland County Joint Planning Board

DECEMBER 7, 2023

MEMO TO: Cumberland County Board of Commissioners

FROM: Cumberland County Joint Planning Board

SUBJECT: **ZON-23-0027:** Rezoning from R40 Residential District to R40A Residential District or to a more restrictive zoning district for 1.12 +/- acres; located at 3400 Nash Road, submitted Calvin Wilkerson (Owner).

ACTION: Recommended approval of the rezoning request from R40 Residential District to R40A Residential District at their November 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 NOVEMBER 21, 2023

In Case ZON-23-0027, Planning and Inspections staff recommends approval of the rezoning request from R40 Residential District to R40A 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.

In Case ZON-23-0027, Mrs. Moody made a motion, seconded by Mr. Baker to recommend approval of the rezoning request from R40 Residential District to R40A Residential District. The Board finds the request is consistent with the South-Central Land Use Plan which calls for "Farmland" 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.

CUMBERLAND COUNTY
NORTH CAROLINA
PLANNING & INSPECTIONS

PLANNING STAFF REPORT
REZONING CASE # ZON-23-0027
Planning Board Meeting: Nov. 21, 2023

Location: 3400 Nash Rd.
Jurisdiction: County-Unincorporated

REQUEST — Rezoning R40 to R40A

Applicant requests a rezoning from R40 Residential District to R40A Residential District for one parcel of approximately 1.12 acres located at 3400 Nash Road. The parcel is currently vacant land. The intent of the property owner is to obtain a zoning category that allows the placement of a manufactured home.

PROPERTY INFORMATION

OWNER/APPLICANT: Calvin Wilkerson (owner)

ADDRESS/LOCATION: 3400 Nash Road. Refer to Exhibit "A", Location and Zoning Map. REID number: 0453636959000

SIZE: 1.12 +/- acres. Road frontage along Nash Road is approx. 179.99 feet. The property has a varying depth due to its shape but is approximately 305.83 feet in length at its deepest point.

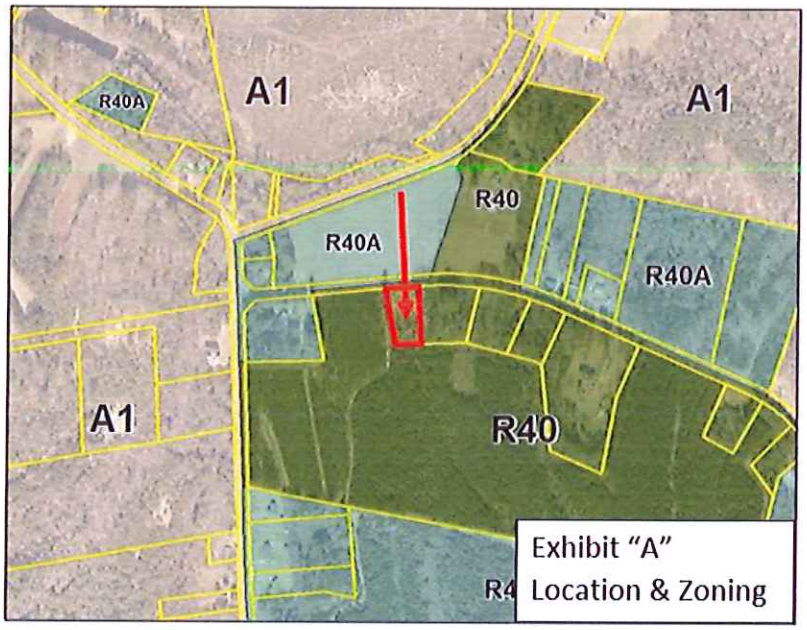


Exhibit "A"
Location & Zoning

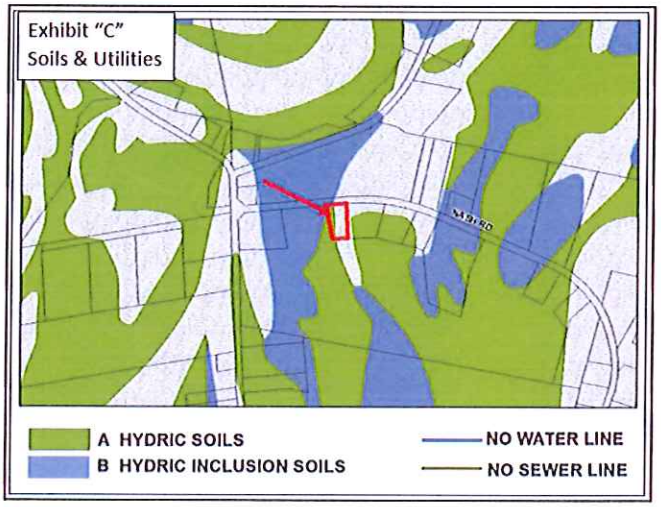
EXISTING ZONING: The subject property is currently zoned R40 Residential District. Minimum lot size for this district is 40,000 square feet. This district is designed primarily for single-family dwelling units with a lot area of 40,000 square feet or above.

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:** Farmland and a single-family home
- **East:** Wooded areas
- **West:** Wooded areas and a single-family home
- **South:** Wooded areas

Exhibit "B"
Existing & Surrounding Uses



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 some minor presence of hydric soils along the western edge of the property and hydric inclusion soils at a small portion of the northwest corner of the property.

DEVELOPMENT REVIEW: Subdivision and development review by County Planning & Inspections will be required before any development.

DIMENSIONAL PROVISIONS FOR REQUESTED DISTRICT:

Minimum Standard	R40 (Existing Zoning)	R40A (Proposed)
Front Yard Setback	30 feet	30 feet
Side Yard Setback	15 feet	15 feet
Rear Yard Setback	35 feet	35 feet
Lot Area	40,000 sq. ft.	40,000 sq. ft.
Lot Width	100'	100'

Development Potential*:

Existing Zoning (R40)	Proposed Zoning (R40A)
1 dwelling units	1 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 "D". The future land use classification of the property is "Farmland". Associated zoning districts for this classification are A1, A1A, CD, R40, or R40A. **The proposed rezoning request is consistent with the adopted Land Use Plan.**

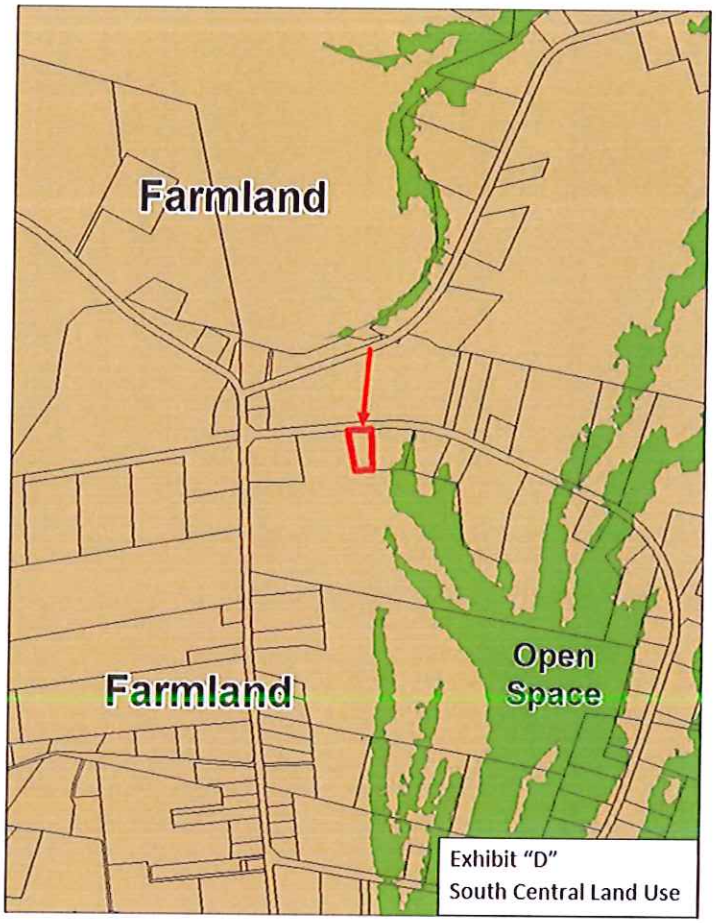


Exhibit "D"
South Central Land Use

APPLICABLE PLAN GOALS/POLICIES:

-Objectives:
RECOMMENDATION 1: Preserve and protect farmland to ensure the continued viability of the farming and agribusiness industry in the Study Area. Page 95 South Central Land Use Plan

1.1: Area designated as farmland where development should be limited. This will help keep farming viable, prevent urban sprawl, and protect the rural character of the Area. Page 108 South-Central Land Use Plan

1.2: Preserve the rural character of the county, Page 27 Land Use Policies Plan

1.3: Provide an assortment of housing types and neighborhoods to meet the needs of all residents in the County, Page 3 Land Use Policies Plan

IMPACTS ON LOCAL INFRASTRUCTURE AND/OR FACILITIES

UTILITIES: Water and sewer lines are not available near the subject property, as demonstrated on Exhibit "C". It is the applicant's responsibility to determine if any utility provider will serve their development. 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 property abuts Nash Road and 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, Nash Road has a 2021 AADT of 200 and no road capacity data is available. Due to lack of data and the small scale, the new zoning request does not demand a trip generation. The new development should not generate enough traffic to significantly impact Nash Road.

SCHOOLS CAPACITY/ENROLLMENT:

School	Capacity	Enrollment
Alderman Road Elementary	707	661
Grays Creek Middle	1083	1152
Grays Creek High	1517	1452

ECONOMIC DEVELOPMENT: The proposal would have no impact on economic development initiatives.

EMERGENCY SERVICES: Cumberland County Fire Marshal's office has reviewed the request and has no objections to the rezoning.

SPECIAL DISTRICTS:

Special Districts			
Fayetteville Regional Airport Overlay:	n/a	Averasboro Battlefield Corridor:	n/a
Five Mile Distance of Fort Liberty:	n/a	Eastover Commercial Core Overlay District:	n/a
Voluntary Agricultural District (VAD):	n/a	Spring Lake Main Street Overlay District:	n/a
VAD Half Mile Buffer:	n/a	Coliseum Tourism Overlay District:	n/a

n/a – not applicable

CONDITIONS OF APPROVAL: This is a conventional zoning and there are no conditions at this time.

STAFF RECOMMENDATION

In Case ZON-23-0027, Planning and Inspections staff **recommends approval** of the rezoning request from R40 Residential District to R40A 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
Application

ATTACHMENT – MAILING LIST

BROWN, SUSIE WILKERSON
765 AMSTERDAM AVE 5H
NEW YORK, NY 10025

REID, ALBERT E
66 FAIRFIELD PL
CORTLAND MANOR, NY 10567

DEAN, KATHY Y, REBECCA D
MATTHEWS;SUSAN, D MATARESE
6212 TIREE DR
FAYETTEVILLE, NC 28304

REITZEL, JEFFREY B TRUSTEE;KIZER, JAMES M
115 BROADFOOT AVE
FAYETTEVILLE, NC 28305

ROBISON, HEATHER D;ROBISON, RICHARD
4511 BUTLER NURSERY ROAD
FAYETTEVILLE, NC 28306

LONG, BRUCE FRED
2861 MCFAYDEN RD
FAYETTEVILLE, NC 28306

BURNS, LOUISE S LIFE ESTATE
3463 NASH RD
FAYETTEVILLE, NC 28306

FOXLEY FARMS LLC
2727 MCFAYDEN RD
FAYETTEVILLE, NC 28306

SHERRILL, HAROLD WAYNE
3023 GAINEY RD
FAYETTEVILLE, NC 28306

FOX, RICHARD L II;FOX, ASHTON L
2727 MCFADYEN RD
FAYETTEVILLE, NC 28306

CRAWFORD, DAVID L;CRAWFORD, KELLY A
3488 NASH RD
FAYETTEVILLE, NC 28306

SHERRILL, HAROLD WAYNE
3023 GAINEY RD
FAYETTEVILLE, NC 28306

SPRUILL, LINDA PATE;RICHARD, WAYNE PATE
2861 MCFAYDEN RD
FAYETTEVILLE, NC 28306

TAYLOR, MICHELLE HATCH;TAYLOR, ROBERT
DOUGLAS JR;MCCORQUODALE, KAITLYN
3326 NASH ROAD
FAYETTEVILLE, NC 28306

PATE, RICHARD W;PATE, DONNA
2873 MCFAYDEN RD
FAYETTEVILLE, NC 28306

MALONEY, LISA ROCHELLE
3487 NASH ROAD
FAYETTEVILLE, NC 28306

HERNANDEZ, MARIA L
4521 BUTLER NURSERY RD
FAYETTEVILLE, NC 28306

BUCCIARELLI, WILLIAM
4229 BRENNAN CIR
FAYETTEVILLE, NC 28312

BUCCIARELLI, WILLIAM
4229 BRENNAN CIR
FAYETTEVILLE, NC 28312

WILKERSON, CALVIN T;WILKERSON, GIDGET
PO BOX 1181
HOPE MILLS, NC 28348

WILKERSON, CALVIN T;WILKERSON, GIDGET
PO BOX 1181
HOPE MILLS, NC 28348

WILKERSON, CALVIN T;WILKERSON, GIDGET
PO BOX 1181
HOPE MILLS, NC 28348

TAYLOR, ROBERT DOUGLAS JR
PO BOX 1407
HOPE MILLS, NC 28348

TAYLOR, ROBERT DOUGLAS JR;TAYLOR,
DIANNE U
PO BOX 1407
HOPE MILLS, NC 28348

WILKERSON, CALVIN T;WILKERSON, GIDGET
PO BOX 1181
HOPE MILLS, NC 28348

SOUTH DOGWOOD PARTNERS, LLC
614 SANDFIDDLER POINTE RD
WILMINGTON, NC 28409

WILLIAMS, YOLANDA D;WILLIAMS, WILBERT
EDD
1985 LANDING WAY
WESTON, FL 33326

WILLIAMS, YOLANDA D;WILLIAMSEDD,
WILBERT EDD;REID, ALBERT;EVANS,
IRREVOCABLE TRUST
1985 LANDING WAY
WESTON, FL 33326

CAROLINA TELEPHONE & TELEGRAPH
PO BOX 7909
OVERLAND PARK, KS 66207

BURNS, ANDREW JR
3685 RED BARON DR
COLORADO SPRINGS, CO 80911

BURNS, ANDREW HEIRS;HARLEY, MAMIE
B;BURNS, LESLIE H B
3685 RED BARON DR
COLORADO SPRINGS, CO 80911

ATTACHMENT: APPLICATION

County *of* Cumberland

Planning & Inspections Department

CASE #: _____

PLANNING BOARD MEETING DATE: _____

DATE APPLICATION SUBMITTED: 9/20

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 R-40 to R-40-A
2. Address of Property to be Rezoned: 3400 NASH Rd
3. Location of Property: 0453636959000
4. Parcel Identification Number (PIN #) of subject property: 0453-63-6959 (also known as Tax ID Number or Property Tax ID)
5. Acreage: 1.12 Frontage: 179.99 Depth: 305.83
6. Water Provider: Well: ✓ PWC: ____ Other (name): ____
7. Septage Provider: Septic Tank ✓ PWC ____
8. Deed Book ~~[illegible]~~ 5936, Page(s) ~~[illegible]~~ 264, Cumberland County Registry. (Attach copy of deed of subject property as it appears in Registry).
9. Existing use of property: Land
10. Proposed use(s) of the property: manufactured Home.
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.

Calvin TODD Wilkerson
NAME OF OWNER(S) (PRINT OR TYPE)

4957 Arlington st Hope mills NC 28348
ADDRESS OF OWNER(S)

910-527-8804
HOME TELEPHONE #

910-425-1526
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

Calvin Wilkerson
SIGNATURE OF OWNER(S)

The contents of this application, upon submission, become "public record."

ORDER DETAILS

Order Number:
LWLM0038619
External Order #:
9575743
Order Status:
Approved
Classification:
Govt Public Notices
Package:
General Package
Final Cost:
158.10
Payment Type:
Account Billed
User ID:
L0012804
External User ID:
744350

ACCOUNT INFORMATION

Cumb Co Joint Planning,Laverne Howard
130 Gillespie ST ATTN: LAVERNE HOWARD
Fayetteville, NC 28301-5669
910-678-7600
lhoward@cumberlandcountync.gov
Cumb Co Joint Planning,Laverne
Contract ID:

TRANSACTION REPORT

Date
November 29, 2023 1:31:26 PM EST
Amount:
158.10

ADDITIONAL OPTIONS

1 Affidavit

SCHEDULE FOR AD NUMBER LWLM00386190

December 4, 2023
Fayetteville Observer
December 11, 2023
Fayetteville Observer

PREVIEW FOR AD NUMBER LWLM00386190

PUBLIC NOTICE
The Cumberland County Board of Commissioners will meet at 6:45 p.m. on December 18, 2023 in Room 118 of the County Courthouse at 117 Dick Street to hear the following:
ZON-23-0026: Rezoning from RR Rural Residential Dis. to C1(P) Planned Local Business Dis. or a more restrictive zoning dis.; 0.23 +/- ac.; 5250 Maxwell Rd; William McPhail (Owner).
ZON-23-0027: Rezoning from R40 Residential Dis. to R40A Residential Dis. or a more restrictive zoning dis.; 1.12 +/- ac.; 3400 Nash Rd, Calvin Wilkerson (Owner).
ZON-23-0028: Rezoning from A1 Agricultural Dis. to R40A Residential Dis. or a more restrictive zoning dis.; 2.74 +/- ac.; 4804 Grays Creek Church Rd, Sylvester and Hattie McKoy (Owners).
Publication Dates
L00000000

Privacy Policy | Terms of Service

PLANNING AND INSPECTIONS DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF DECEMBER 18, 2023

TO: **BOARD OF COUNTY COMMISSIONERS**

FROM: **CUMBERLAND COUNTY JOINT PLANNING BOARD**

DATE: **12/7/2023**

SUBJECT: CASE ZON-23-0028

BACKGROUND

ZON-23-0028: Rezoning from A1 Agricultural District to R40A Residential District or to a more restrictive zoning district for 2.74 +/- acres; located at 4804 Gray's Creek Church Road, submitted Sylvester and Hattie McKoy (Owners).

RECOMMENDATION / PROPOSED ACTION

Planning Board Action: Recommended approval of the rezoning request from A1 Agricultural District to R40A Residential District at their November 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 R40A 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-23-0028, I move to approve the rezoning request from A1 Agricultural District to R40A Residential District and find the request is consistent with the South-Central Land Use Plan which calls for

"Farmland" 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-23-0028, I move to deny the rezoning request from A1 Agricultural District to R40A Residential District and find the request is not consistent with the South-Central Land Use Plan. The request is not reasonable or in the public interest because _____.

ATTACHMENTS:

Description	Type
Case ZON-23-0028	Backup Material

Rawls Howard
Director

David Moon
Deputy Director

CUMBERLAND COUNTY
NORTH CAROLINA

Cumberland County Joint Planning Board

DECEMBER 7, 2023

MEMO TO: Cumberland County Board of Commissioners

FROM: Cumberland County Joint Planning Board

SUBJECT: **ZON-23-0028:** Rezoning from A1 Agricultural District to R40A Residential District or to a more restrictive zoning district for 2.74 +/- acres; located at 4804 Grays Creek Church Road, submitted Sylvester and Hattie McKoy (Owners).

ACTION: Recommended approval of the rezoning request from A1 Agricultural District to R40A Residential District at their November 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 NOVEMBER 21, 2023

In Case ZON-23-0028, Planning and Inspections staff recommends approval of the rezoning request from A1 Agricultural District to R40A 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.

In Case ZON-23-0028, Mrs. Moody made motion, seconded by Mr. Baker to recommend approval of the rezoning request from A1 Agricultural District to R40A Residential District. The Board finds the request is consistent with the South-Central Land Use Plan which calls for "Farmland" 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.

CUMBERLAND COUNTY
NORTH CAROLINA
PLANNING & INSPECTIONS

PLANNING STAFF REPORT
REZONING CASE # ZON-23-0028
Planning Board Meeting: Nov. 21, 2023

Location: 4804 Grays Creek Church Rd.
Jurisdiction: County-Unincorporated

REQUEST	**Rezoning A1 to R40A**

Applicant requests a rezoning from A1 Agricultural District to R40A Residential District for one parcel of approximately 2.74 combined acres located at 4804 Grays Creek Church Rd. The parcel is currently occupied by a single family home. The intent of the property owner is to install a doublewide mobile home as a second residential dwelling, but the existing minimum lot area for the A1 District cannot accommodate two dwelling units.

PROPERTY INFORMATION

OWNER/APPLICANT: Sylvester & Hattie McKoy (owner)

ADDRESS/LOCATION: 4804 Grays Creek Church Rd. Refer to Exhibit "A", Location and Zoning Map. REID number: 0442619334000

SIZE: 2.74 +/- acres within one parcel. Road frontage along Grays Creek Church Road is 210 feet. The property has a varying depth due to the parcel's irregular shape, but it is approximately 640 feet in length at its deepest point.

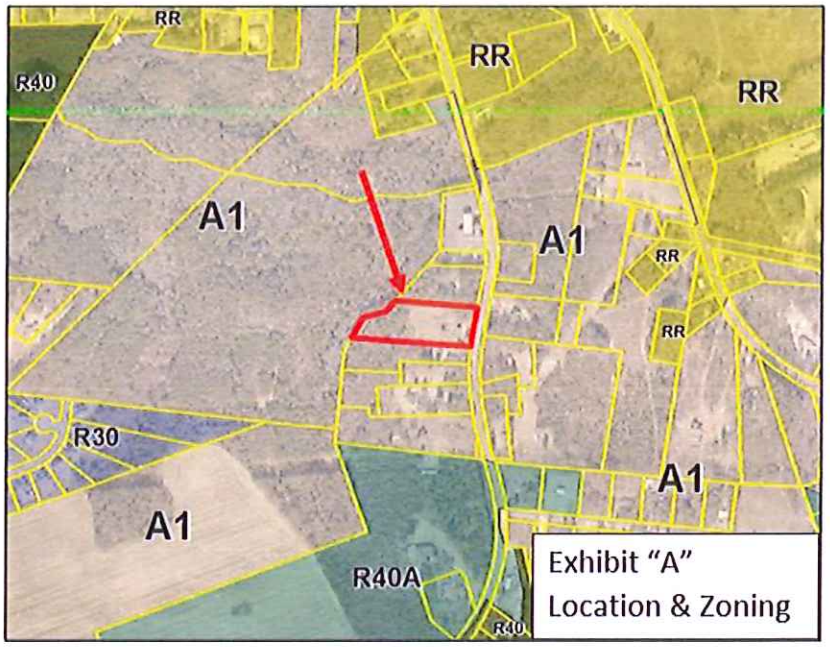


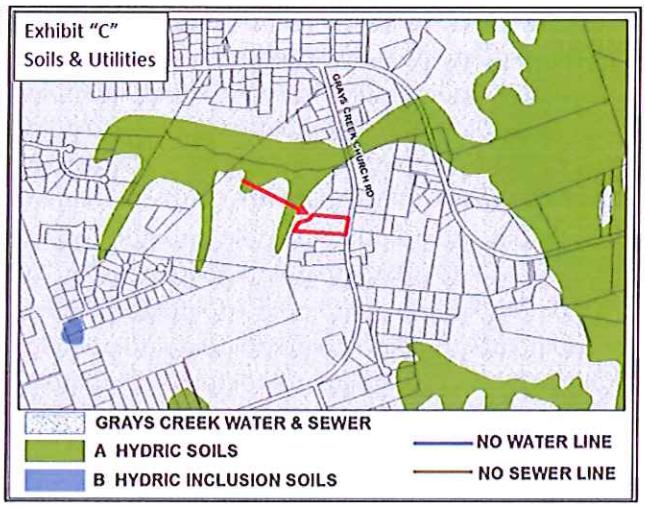
Exhibit "A"
Location & Zoning

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 contains a single family home. Exhibit "B" shows the existing use of the subject property.

SURROUNDING LAND USE: Exhibit "B" illustrates the following:

- **North:** Wooded lands and single family homes
- **East:** Wooded lands and single family homes
- **West:** Wooded lands
- **South:** Farmland and a single family home



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. The property is located within ~800 feet of RR Zoning to the North. The property is located within ~600feet of R40A to the South.

DEVELOPMENT REVIEW: Subdivision review by County Planning & Inspections will be required before any development.

DIMENSIONAL PROVISIONS FOR REQUESTED DISTRICT:

Minimum Standard	A1 (Existing Zoning)	R40A (Proposed)
Front Yard Setback	50 feet	30 feet
Side Yard Setback	20 feet (one story) 25 feet (two story)	15 feet
Rear Yard Setback	50 feet	35 feet
Lot Area	2 acres	40,000 sq. ft.
Lot Width	100'	100'

Development Potential*:

Existing Zoning (A1)	Proposed Zoning (R40A)
1 dwelling unit	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 "D". The future land use classification of the property is "Farmland". Associated Zoning districts for this classification are A1, A1A, CD, R40, or R40A. **The proposed rezoning request is consistent with the adopted Land Use Plan.**

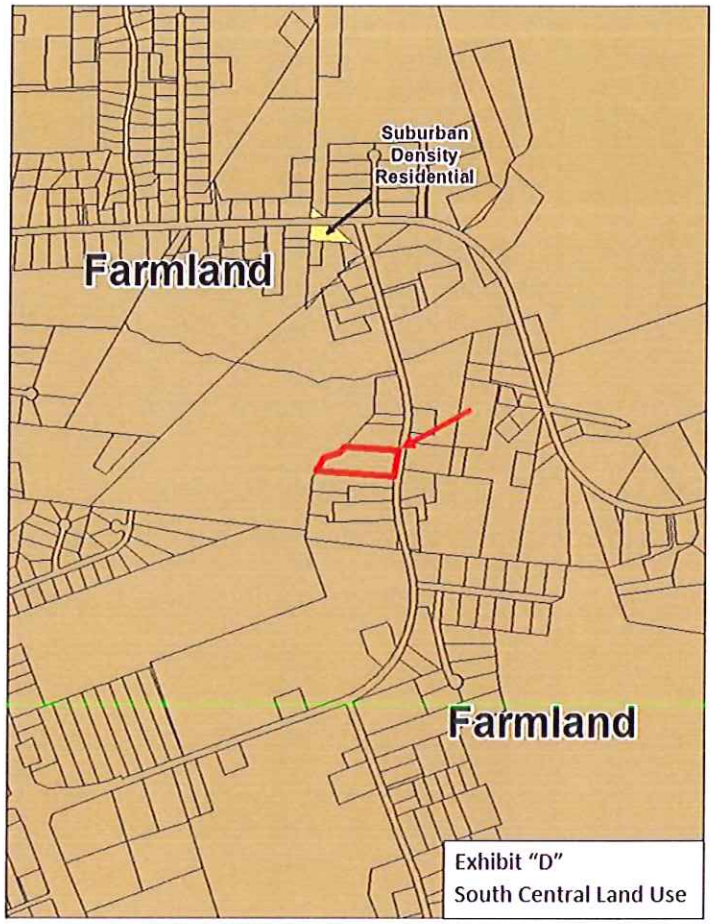


Exhibit "D"
South Central Land Use

APPLICABLE PLAN GOALS/POLICIES:

-Objectives:
RECOMMENDATION 1: Preserve and protect farmland to ensure the continued viability of the farming and agribusiness industry in the Study Area. Page 95 South Central Land Use Plan

1.1: Area designated as farmland where development should be limited. This will help keep farming viable, prevent urban sprawl, and protect the rural character of the Area. Page 108 South Central Land Use Plan

1.2: Preserve the rural character of the county Page 27 Land Use Policies Plan

1.3: Provide an assortment of housing types and neighborhoods to meet the needs of all residents in the County Page 3 Land Use Policies Plan

IMPACTS ON LOCAL INFRASTRUCTURE AND/OR FACILITIES

UTILITIES: Water and sewer lines are not available near the subject property, as shown on Exhibit "C". On-site 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 property sits on Grays Creek Church Road and 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, Grays Creek Church Road has no 2021 AADT and no road capacity data available. Due to lack of data and the small scale, the new zoning request does not demand a trip generation. The new development should not generate enough traffic to significantly impact Grays Creek Church 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: The proposal would have no impact on economic development initiatives.

EMERGENCY SERVICES: Cumberland County Fire Marshal's office has reviewed the request and has no objections to the rezoning.

SPECIAL DISTRICTS:

Special Districts			
Fayetteville Regional Airport Overlay:	n/a	Averasboro Battlefield Corridor:	n/a
Five Mile Distance of Fort Liberty:	n/a	Eastover Commercial Core Overlay District:	n/a
Voluntary Agricultural District (VAD):	n/a	Spring Lake Main Street Overlay District:	n/a
VAD Half Mile Buffer:	X	Coliseum Tourism Overlay District:	n/a

n/a – not applicable

The property is located within buffer distances of two separate VAD Parcels VAD-09-07 Pin 0442-50-2183 and 0441-76-0568.

CONDITIONS OF APPROVAL: This is a conventional zoning and there are no conditions at this time.

STAFF RECOMMENDATION

In Case ZON-23-0028, Planning and Inspections staff **recommends approval** of the rezoning request from A1 Agricultural District to R40A 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
Application

ATTACHMENT – MAILING LIST

JONES, PATRICIA B;JONES, WILLIE
1520 LINCOLN BLV
WHITING, NJ 08759

JONES, PATRICIA BRYANT
1520 LINCOLN BLV
WHITING, NJ 08759

JACKSON, RUDOLPH;JACKSON, JESSIE
900 CO-OP CITY BLV 20D
BRONX, NY 10475

CAPITAL MATCH LLC
1421 E BROAD ST STE 343
FUQUAY VARINA, NC 27526

RAEFORD, JAMES E;DAISY, LEE
PO BOX 571
DAVIDSON, NC 28036

SMITH, VIRGINIA R.;WILLIAMS, ERICA D.
2512 FOREST LODGE DR
FAYETTEVILLE, NC 28306

PATE, DEAN R
5836 BUTLER NURSERY RD
FAYETTEVILLE, NC 28306

BROWN, NEIL A;BROWN, HELEN
7809 S NC 87 HWY
FAYETTEVILLE, NC 28306

BRYANT, ROLAND
3216 BLOSSOM RD
FAYETTEVILLE, NC 28306

GILMORE, ISABEL;GILMORE, WOODROW;RICHARDSON, DANIELLE JOY;QUENUM, JANETTE WHITLEY
603 RYDEE ST
FAYETTEVILLE, NC 28311

REID, RANDY;REID, ALICIA
4818 GRAYS CREEK CHURCH RD
HOPE MILLS, NC 28348

GRAYS CREEK MISSIONARY BAPTIST CHURCH
PO BOX 526
HOPE MILLS, NC 28348

GARCIA, JULIA J
6315 BEAUCHAMP DR
HOPE MILLS, NC 28348

WILLIAMS, DARIUS L;WILLIAMS, YOLANDA M
1610 BARMACK CT
HOPE MILLS, NC 28348

SMITH, PHILLIP C
4944 GRAYS CREEK CHURCH ROAD
HOPE MILLS, NC 28348

MCKOY, SYLVESTER;MCKOY, HATTIE M
4804 GRAYS CREEK CHURCH RD
HOPE MILLS, NC 28348

SMITH, VIRIGINIA R;ROBINSON, JACKIE;WILLIAMS, ERICA D
4865 GRAYS CREEK CHURCH RD
HOPE MILLS, NC 28348

WILLIAMS, JERRY H;WILLIAMS, GERAL
4819 GRAYS CREEK CHURCH RD
HOPE MILLS, NC 28348

SOVEREIGN ACCOUNTING PURE TRUST;RAEFORD, BEULAH;RAEFORD,
6286-C HACKBERRY DR
HOPE MILLS, NC 28348

MCDUFFIE, JOSEPH W;MCDUFFIE, KASIA
4784 GRAYS CREEK CHURCH RD
HOPE MILLS, NC 28348

GRAYS CREEK MISSIONARY BAPTIST CHURCH
PO BOX 526
HOPE MILLS, NC 28348

MILLIGAN, WILLIE JR;MILLIGAN, ROSIE
4795 GRAYS CREEK CHURCH RD
HOPE MILLS, NC 28348

JONES, TANSEL LEE
100 LARKIN AVE
WARRENSBURG, MO 64093

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 R40A
2. Address of Property to be Rezoned: 4804 Gray's Creek Church Rd Hope Mills NC 28348
3. Location of Property: Hope Mills, Cumberland County
4. Parcel Identification Number (PIN #) of subject property: 0442-61-9334 (also known as Tax ID Number or Property Tax ID)
5. Acreage: 2.74 Frontage: 210 Depth: 640
6. Water Provider: Well: X PWC: _____ Other (name): _____
7. Septage Provider: Septic Tank X PWC _____
8. Deed Book 4949, Page(s) 602-604, Cumberland County Registry. (Attach copy of deed of subject property as it appears in Registry).
9. Existing use of property: Residential
10. Proposed use(s) of the property: Setup a double wide mobile home
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.

Sylvester and Hattie M. McKoy
NAME OF OWNER(S) (PRINT OR TYPE)

4804 Gray's Creek Church Rd Hope Mills NC 28348
ADDRESS OF OWNER(S)

910-221-2320
HOME TELEPHONE #

WORK TELEPHONE #

Vonetta Davis
NAME OF AGENT, ATTORNEY, APPLICANT (PRINT OR TYPE)

523 Tip Top Avenue Fayetteville NC 28306
ADDRESS OF AGENT, ATTORNEY, APPLICANT

Vonettamckoy@yahoo.com
E-MAIL

910-988-7141
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."

ORDER DETAILS

Order Number:
LWLM0038619
External Order #:
9575743
Order Status:
Approved
Classification:
Govt Public Notices
Package:
General Package
Final Cost:
158.10
Payment Type:
Account Billed
User ID:
L0012804
External User ID:
744350

ACCOUNT INFORMATION

Cumb Co Joint Planning,Laverne Howard
130 Gillespie ST ATTN: LAVERNE HOWARD
Fayetteville, NC 28301-5669
910-678-7600
lhoward@cumberlandcountync.gov
Cumb Co Joint Planning,Laverne
Contract ID:

TRANSACTION REPORT

Date
November 29, 2023 1:31:26 PM EST
Amount:
158.10

ADDITIONAL OPTIONS

1 Affidavit

SCHEDULE FOR AD NUMBER LWLM00386190

December 4, 2023
Fayetteville Observer
December 11, 2023
Fayetteville Observer

PREVIEW FOR AD NUMBER LWLM00386190

PUBLIC NOTICE
The Cumberland County Board of Commissioners will meet at 6:45 p.m. on December 18, 2023 in Room 118 of the County Courthouse at 117 Dick Street to hear the following:
ZON-23-0026: Rezoning from RR Rural Residential Dis. to C1(P) Planned Local Business Dis. or a more restrictive zoning dis.; 0.23 +/- ac.; 5250 Maxwell Rd; William McPhail (Owner).
ZON-23-0027: Rezoning from R40 Residential Dis. to R40A Residential Dis. or a more restrictive zoning dis.; 1.12 +/- ac.; 3400 Nash Rd, Calvin Wilkerson (Owner).
ZON-23-0028: Rezoning from A1 Agricultural Dis. to R40A Residential Dis. or a more restrictive zoning dis.; 2.74 +/- ac.; 4804 Grays Creek Church Rd, Sylvester and Hattie McKoy (Owners).
Publication Dates
L00000000

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CUMBERLAND COUNTY
NORTH CAROLINA

CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF DECEMBER 18, 2023

TO: **BOARD OF COUNTY COMMISSIONERS**

FROM: **IVA CLARK, DEPUTY CLERK TO THE BOARD**

DATE: **12/4/2023**

SUBJECT: MID-CAROLINA AGING ADVISORY COUNCIL (1 VACANCY)

BACKGROUND

Mid-Carolina Aging Advisory Council has the following one (1) vacancy:

Wilbert J. Stitt- Will Complete first term January 2024. Eligible for Reappointment.

Mid-Carolina Aging Advisory Council recommends **Wilbert J. Stitt** for Reappointment.

Mid-Carolina Aging Advisory Council roster, applicant list, and recommendation letter are attached.

RECOMMENDATION / PROPOSED ACTION

Nominate individual to fill the one (1) vacancy on the Mid-Carolina Aging Advisory Council.

ATTACHMENTS:

Description	Type
Mid-Carolina Aging Advisory Council Letter of Recommendation	Backup Material
Mid-Carolina Aging Advisory Council Membership Roster	Backup Material
Mid-Carolina Aging Advisory Council Applicant List	Backup Material

MID-CAROLINA
REGIONAL COUNCIL
Creative Regional Solutions

December 1, 2023

TO: Andrea Tebbe, Clerk to the Board

FROM: Tracy Honeycutt, Area Agency on Aging Director

SUBJECT: Mid-Carolina Aging Advisory Council

The Mid-Carolina Aging Advisory Council recommends the following reappointments for January 2024:

Wilbert "Jim" Stitt

Thank you for your consideration.

Area Agency on Aging
6205 Raeford Road • Telephone (910) 323-4191 • Fax (910) 323-9330
Fayetteville, North Carolina 28304

MID-CAROLINA AGING ADVISORY COUNCIL

3 Year Term

Name/Address	Date Appointed	Term	Expires	Eligible For Reappointment
Volunteers				
Katherine Marable 1805 McGougan Rd Fayetteville, NC 28303 910-486-9035	10/22	2nd	Oct/25 10/31/25	No
Wilbert J. Stitt 217 Waxhaw Drive Fayetteville, NC 28314 860-3712/850-4480 Wax217@aol.com	1/21	1st	Jan/24 1/31/24	Yes
Patricia Edwards 3513 Shipstone Place Apt 102 Hope Mills, NC 28348 910-751-0369	2/23	1st	Feb/25 2/28/25.	Yes
Consumers				
Varice Love 1315 Braybrooke Place Fayetteville, NC 28314 964-3133 lovevarice@aol.com	2/22	2nd	Feb/25 2/28/25	No
Jeanette Jordan Huffam 3911 W Bent Grass Drive Fayetteville, NC 28312 jhuffam@aol.com	2/22	2nd	Feb/25 2/28/25.	No
Elected Official				
Jackie Warner Town of Hope Mills Mayor 4333 Legion Road Hope Mills, NC 28348 910-309-7779 jwarner@townofhopemills.com	2/22	1st	Feb/25 2/28/25	Yes
Veterans Hospital Rep.				
Audrey Yvette Kizzie 5605 Goose Creek Lane Fayetteville, NC 28304 424-4697/322-3081/475-6469 ayvette@embarqmail.com	2/22	2nd	Feb/25 2/28/25	No

Contact: Mid-Carolina Council of Governments (Contact: Tracy Honeycutt; Phone 323-4191 ext. 27; thoneycutt@mccog.org) 6205 Raeford Road, Fayetteville, NC 28304

Meetings: 1st Tuesday Quarterly, 2:00 PM, Various Locations -Meetings are held the last month of each quarter. (March, June, September and December)

APPLICANTS FOR
MID-CAROLINA AGING ADVISORY COUNCIL

NAME/ADDRESS/TELEPHONE	OCCUPATION	EDUCATIONAL BACKGROUND
COOPER, SONA (B/F) 633 GOODYEAR DRIVE SPRING LAKE NC 28390 910-587-7888 SONA.COOPER@TOWNOFSPRINGLAKE.COM	SPRING LAKE ALDERMAN AUDITOR/CONTACT TRACER	SOME COLLEGE

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: UNC SOG ADVANCED LEADERSHIP CORP

CATEGORY: ELECTED OFFICIAL

EDWARDS, PATRICIA (PAT) (W/F) RETIRED
3513 SHIPSTONE PLACE APT. 102
HOPE MILLS, NC 28348
910-751-0369
HM.PAT.EDWARDS@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: HOPE MILLS CITIZEN'S ACADEMY, ANN JOHNSON INSTITUTE OF SENIOR MANAGEMENT

CATEGORY: VOLUNTEER

CUMBERLAND COUNTY
NORTH CAROLINA

CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF DECEMBER 18, 2023

TO: **BOARD OF COUNTY COMMISSIONERS**

FROM: **IVA CLARK, DEPUTY CLERK TO THE BOARD**

DATE: **12/4/2023**

SUBJECT: CIVIC CENTER COMMISSION (2 VACANCIES)

BACKGROUND

The Civic Center Commission has the following two (2) vacancies:

Restaurant Owner:
Alexandria (Lexi) Hasapis- Completes second term January 2024. Not Eligible for Reappointment.

Resignation:
Greg Edge-Resigned 12-4-2023. Term expires January 2025.

The membership roster, and applicant list are attached.

RECOMMENDATION / PROPOSED ACTION

Please nominate individuals to fill the two (2) vacancies above.

ATTACHMENTS:

Description	Type
Civic Center Commission Applicant List	Backup Material
Civic Center Commission Membership Roster	Backup Material

APPLICANTS FOR
CIVIC CENTER COMMISSION

NAME/ADDRESS/TELEPHONE	OCCUPATION	EDUCATIONAL BACKGROUND
BARNETT, RAQI (B/F) 2107 YATES RANCH RD HOPE MILLS, NC 28348 910-916-0060 MEMPHISBARNETT@VCS.K12.NC.US	THEATRE ART TEACHER	BACHELORS

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

BOSTIC, MELISSA (H/F) 3931 BROOKGREEN DR FAYETTEVILLE NC 28304 910-364-2345 MBOSTIC19@ICLOUD.COM	HR MANAGER MOUNTAURE FARNS	MBA, DOCTORATE BUSINESS ADMIN

Graduate-County Citizens' Academy: NO
Graduate-Institute for Community Leadership: YES
Graduate-Leadership Fayetteville: NO
Graduate-United Way's Multi-Cultural Leadership Program: NO
Graduate-other leadership academy: NO
CATEGORY: GENERAL PUBLIC
******Currently serving on the CC Finance Corp.-Industrial Facilities and Pollution Control Financing Authority******

BOONE, CHERYL (-/F) 310 DURANT DRIVE FAYETTEVILLE, NC 28304 910- **BLESSED4085@MSN.COM**	TEACHER	FAYETTEVILLE STATE/MASTERS

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

CHOI, JOSHUA (ASIAN/M) 2635 EDMONTON ROAD FAYETTEVILLE, NC 28304 910-916-7015 **JRC012@YAHOO.COM**	SELF-EMPLOYED	BACHELORS

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

NAME/ADDRESS/TELEPHONE	OCCUPATION	EDUCATIONAL BACKGROUND
CUFFEE, NATHAN (B/M) 719 MARKETVIEW COURT FAYETTEVILLE, NC 28301 910-489-1057 NLCUFFEE@GMAIL.COM	RESTAURANTEUR	BA-THEATER

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
APLLICATION RECEIVED: 11-20-2023

HARPER, STEVE C. (B/M) 5707 BASHFORT CT FAYETTEVILLE NC 28304 425-9643/988-7004 STEVEHARPER276@GMAIL.COM	RETIRED OPERATIONS MANAGER	HIGH SCHOOL & SOME COLLEGE

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

HOLMES, KIM (B/F) 3549 SANDEROSA RD FAYETTEVILLE NC 28312 824-1000/223-4177 KIMHOLMES2@GMAIL.COM	CUSTOMER SERVICE CALL CENTER PWC	SOME COLLEGE

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

MARABLE, KATHERINE (B/F) 1805 MCGOUGAN ROAD FAYETTEVILLE NC 28303 910-486-9035 NO EMAIL ADDRESS	RETIRED EDUCATOR CUMBERLAND COUNTY SCHOOLS	MASTER'S DEGREE

SERVES ON THE MID-CAROLINA AGING ADVISORY COUNCIL

Graduate-County Citizens' Academy: YES
Graduate-Institute for Community Leadership: YES
Graduate-Leadership Fayetteville: YES
Graduate-United Way's Multi-Cultural Leadership Program: YES
Graduate-other leadership academy: YES
CATEGORY: GENERAL PUBLIC
*** Currently serving on the Mid-Carolina Aging Advisory Council

NAME/ADDRESS/TELEPHONE	OCCUPATION	EDUCATIONAL BACKGROUND
MILLS, SUSAN (W/F) 4158 BENT GRASS DRIVE FAYETTEVILE NC 28312 910-308-2409 VOTE4MILLS@AOL.COM	HIGH SCHOOL TEACHER SAMPSON COUNTY PUBLIC SCHOOLS	BS-COMMUNICATIONS

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

MORTON, DINEEN (B/F) 5835 PETTIGREW DRIVE FAYETTEVILLE NC 28314 910-494-5761/910-495-6977 DINEEN.MORTON@LHCGROUP.COM	HOME HEALTH LHC GROUP/CAPE FEAR VALLEY	BA-SOCIOLOGY

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

OMOGBEHIN, FOLORUNSHO (B/M) 1308 SNOWY EGRET DRIVE FAYETTEVILLE, NC 28306 270-684-4227 FOLORUNSHO838@GMAIL.COM	CLERGY	MASTERS/BUS ADMIN.

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

PELT, TRACY(B/F) 5819 CHERRYSTONE DRIVE FAYETTEVILLE, NC 28311 910-670-0108 PELT.TRACY@GMAIL.COM	INSTRUCTOR	BS-HUMAN SERVICES

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
APPLICATION RECEIVED: 9-29-23

NAME/ADDRESS/TELEPHONE	OCCUPATION	EDUCATIONAL BACKGROUND
SINCLAIR, TIMOTHY (B/M) 7834 ADRIAN DRIVE FAYETTEVILLE, NC 28314 910-864-7417 (H) 910-797-7693 (C) **TIMSINCLAIR@YAHOO.COM** Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: YES Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO ***CATEGORY: GENERAL PUBLIC***	ESL INSTRUCTOR	Ed. S. Education Spec.
TAYLOR, MADELEINE A (-M) 812 TAMARACK DRIVE APT 8202 FAYETTEVILLE, NC 28311 919-924-5901 MABBYO@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***	NONE LISTED	HIGH SCHOOL
THOMPSON, DWIGHT (B/M) 3402 RUDLAND CT FAYETTEVILLE NC 28304 910-494-3959 DWIGHT.E.THOMPSON@GMAIL.COM Graduate-County Citizens' Academy: No Graduate-Institute for Community Leadership: YES Graduate-Leadership Fayetteville: No Graduate-United Way's Multi-Cultural Leadership Program: No Graduate-other leadership academy: No ***CATEGORY: GENERAL PUBLIC***	RETIRED SOLDIER/IT SUPPORT FSU/ARMY	BA, MBA
TWADDELL, ROBERT DC (W/M) 1332 BRAGG BLVD. FAYETTEVILLE, NC 28301 257-7246(H/M)/303-2690(W) DOCTOR@AHEALTHYBACK.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: SERVES POSITION ON CHIROPRACTIC ADVANTAGE ***CATEGORY: GENERAL PUBLIC***	CHIROPRACTOR	DC DOCTOR OF CHIROPRACTIC MEDICINE

CIVIC CENTER COMMISSION
3 Year Term

Per their by-laws, Civic Center Commission Nominating Committee meets annually to make recommendations for vacancies; vacancies are to be placed on Commissioners' December agenda for nominations; terms run January through December.

Name/Address	Date Appointed	Term	Expires	Eligible For Reappointment
Mark J. Yarboro (B/M) 1780 Geiberger Drive Fayetteville, NC 28303 703-624-7730 Yarboro.mark@yahoo.com	1/22	2nd	Jan/25 1/1/25.	No
Charles McBryde Grannis (W/M) 120 S. Churchill Drive Fayetteville, NC 28303 910-850-8865 Mcbrydeg@yahoo.com	1/22	2nd	Jan/25 1/1/25	No
Dr. Vikki Andrews (B/F) 2913 Beringer Drive Fayetteville, NC 28306 910-964-5828 Carasel1908@gmail.com	1/22	2nd	Jan/25 1/1/25.	No
Joe Gillis (W/M) 8623 Galatia Church Road Fayetteville, NC 28304 910-309-2001 MR.JHGILLIS@GMAIL.COM	3/23	3rd	March/24 3/31/24	No
Sheba McNeil (B/F) 542 Williwood Road Fayetteville, NC 28311 229-1111/568-5005	3/23	3rd	March/24 3/31/24	No
Greg Edge (W/M) **(RESIGNED)** 2905 Delaware Drive Fayetteville, NC 28304 **Resignation Date: 12-4-2023**	1/22	2nd	Jan/25 1/1/25.	No
Gregory Parks (W/M) 307 Devane Street Fayetteville, NC 28305 484-9666/483-8194	3/23	3rd	March/24 3/31/24	No

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Date Name/Address	Appointed	Eligible For Term	Expires	Reappointment
Joseph F Quigg IV (W/M) 334 Echo Lane Fayetteville, NC 28303 323-0994/229-4926/484-6131 edstire@nc.rr.com	1/22	2nd	Jan/25 1/1/25	No
Restaurant Owner (SL 1993-413) Alexandra (Lexi) Hasapis 3102 Cliffdale Road Fayetteville, NC 28303 910-689-8600 lexihasapis@gmail.com	01/21	2nd	Jan/24 1/1/24	No

**** At its November 17, 2014 meeting, the Cumberland County Board of Commissioners took action to request that the local legislative delegation submit a bill to the General Assembly to reduce the number of members on the Civic Center Commission from fifteen to nine. The bill is to be considered by the GA at its 2015 regular session. At its June 10, 2015 meeting, the NC General Assembly ratified Session Law 2015-61 Senate Bill 142 an act to reduce the number of members serving on the Cumberland County Civic Center Commission from 15 members to 9 members. ****

Ex Officio Member: Amy Cannon County Manager
Commissioner Liaison – Charles Evans
Meetings: 4th Tuesday of the month at 5:30 PM, Crown Center Board Room. 1960 Coliseum Drive

Contact: Seth Benalt, General Manager, Coliseum Complex (or Myra Brooks – 678-7757)