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

INVOCATION - Commissioner Jimmy Keefe

PLEDGE OF ALLEGIANCE -

INTRODUCTIONS

Courtney McCollum, Justice Services Director

Jonathan Butler, Internal Services Director

PUBLIC COMMENT PERIOD

1. APPROVAL OF AGENDA
2. PRESENTATIONS
 - A. Fiscal Year 2022 Audit Results Presentation by Cherry Bekaert LLP
 - B. Vision Resource Center by Terri Thomas, Executive Director
3. CONSENT AGENDA
 - A. Approval of Budget Ordinance Amendments for the January 17, 2023 Board of Commissioners' Agenda
 - B. Approval of Cumberland County Board of Commissioners Agenda Session Items
 1. Proposed Fund Balance Policy Revision and Recommended Action
4. PUBLIC HEARINGS
 - A. Public Hearing - Community Development HOME - ARP Draft Allocation Plan

Rezoning Cases

 - B. Case ZON-22-0043
 - C. Case ZON-22-0076
 - D. Case ZON-22-0077
5. ITEMS OF BUSINESS
 - A. Consideration of Amendment Agreement under the Home Investment Partnerships Program with Kingdom Community Development Corporation
 - B. Consideration of Funding Agreement with Hillside - FMHA, LLC for Rehabilitation of

Hillside Manor Apartments

6. NOMINATIONS

- A. Cape Fear Valley Health System Board of Trustees

7. APPOINTMENTS

- A. Joint Fort Bragg and Cumberland County Food Policy Council (3 Vacancies)

8. CLOSED SESSION

- A. Real Property Acquisition Pursuant to NCGS 143-318.11(a)(5)

ADJOURN

REGULAR BOARD MEETINGS:

February 6, 2023 (Monday) 9:00 AM

February 7, 2023 (Tuesday) 1:00 PM * Agenda Session Meeting*****

February 20, 2023 (Monday) 6:45 PM

March 6, 2023 (Monday) 9:00 AM



GENERAL MANAGER FINANCIAL SERVICES

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JANUARY 17, 2023

TO: BOARD OF COUNTY COMMISSIONERS

FROM: VICKI EVANS, FINANCE DIRECTOR

DATE: 1/10/2023

**SUBJECT: FISCAL YEAR 2022 AUDIT RESULTS PRESENTATION BY CHERRY
BEKAERT LLP**

BACKGROUND

April Adams, CPA and audit partner with Cherry Bekaert LLP, will be in attendance to present the audit results of the fiscal year 2022 audit. General fund financial results for fiscal year 2022 were shared during the January 10, 2023 Agenda Session meeting.

There have been many delays in completing the audit as previously reported to the Board of Commissioners. The goal is to submit the audit to the the Local Government Commission by close of business on Friday, January 13, 2023. Because the audit has not been finalized as of the writing of this agenda item, the slide presentation will be provided the evening of the meeting. In addition, the printed Annual Comprehensive Financial Report will not be available before the meeting. However, the electronic version will be posted to the website before the meeting.

RECOMMENDATION / PROPOSED ACTION

Accept the fiscal year 2022 financial audit results.



CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JANUARY 17, 2023

TO: BOARD OF COUNTY COMMISSIONERS

FROM: ANDREA TEBBE, CLERK TO THE BOARD

DATE: 1/17/2023

**SUBJECT: VISION RESOURCE CENTER BY TERRI THOMAS, EXECUTIVE
DIRECTOR**

BACKGROUND

Ms. Terri Thomas, Executive Director, will present information to the Board of Commissioners regarding an upcoming event: Dining and Dialogue. The Vision Resource Center is facilitating communication and a connection between visually impaired and sighted people through simulations. This life-changing experience will provide an opportunity to meet with elected officials in an informal setting and engage in meaningful dialogue about barriers visually impaired persons face in the community.

RECOMMENDATION / PROPOSED ACTION

For Information Only



BUDGET DIVISION

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JANUARY 17, 2023

TO: BOARD OF COUNTY COMMISSIONERS

FROM: RENEE PASCHAL, INTERIM COUNTY MANAGER

DATE: 1/11/2023

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

BACKGROUND

General Fund 101

1) General Fund Departments – Budget Ordinance Amendment B230027 to appropriate general fund balance in the amount of \$1,685,072 and to recognize \$280,128 in Department of Social Services and \$80,856 in Child Support

The Board is requested to approve Budget Ordinance Amendment B230027 to appropriate general fund balance in the amount of \$1,685,072 and to recognize \$280,128 in Department of Social Services and \$80,856 in Child Support. The recognition of revenue in Department of Social Services and Child Support are the reimbursements received from the state and federal government on salary expenses. These funds were used for retention incentives and were approved at the June 20, 2022, Board of County Commissioner's meeting.

Please note this amendment requires appropriation of general fund balance.

Inmate Welfare Fund 207/General Fund 101

2) Inmate Welfare Fund/General Fund – Budget Ordinance Amendment B230065 to appropriate general fund balance in the amount of \$2,479

The Board is requested to approve Budget Ordinance Amendment B230065 to appropriate general fund balance in the amount of \$2,479 and transfer this amount to the inmate welfare fund. These funds were used for retention incentives and were approved at the June 20, 2022, Board of County Commissioner's meeting.

Please note this amendment requires appropriation of general fund balance.

American Rescue Plan Act Fund 240/General Fund 101

3) American Rescue Plan Act Fund/General Fund – Budget Ordinance Amendment B230066 to appropriate general fund balance in the amount of \$2,482

The Board is requested to approve Budget Ordinance Amendment B230066 to appropriate general fund balance in the amount of \$2,482 and transfer this amount to the American Rescue Plan Act Fund. These funds were used for retention incentives and were approved at the June 20, 2022, Board of County Commissioner's meeting.

Please note this amendment requires appropriation of general fund balance.

Juvenile Prevention Fund 245/General Fund 101

4) Juvenile Prevention Fund/General Fund – Budget Ordinance Amendment B230067 to appropriate general fund balance in the amount of \$10,733

The Board is requested to approve Budget Ordinance Amendment B230067 to appropriate general fund balance in the amount of \$10,733 and transfer this amount to the Juvenile Prevention Fund. These funds were used for retention incentives and were approved at the June 20, 2022, Board of County Commissioner's meeting.

Please note this amendment requires appropriation of general fund balance.

Community Development Home Administration Fund 266/General Fund 101

5) Community Development Home Administration Fund/General Fund – Budget Ordinance Amendment B230068 to appropriate general fund balance in the amount of \$375

The Board is requested to approve Budget Ordinance Amendment B230068 to appropriate general fund balance in the amount of \$375 and transfer this amount to the Community Development Home Administration Fund. These funds were used for retention incentives and were approved at the June 20, 2022, Board of County Commissioner's meeting.

Please note this amendment requires appropriation of general fund balance.

Community Development Fund 265/General Fund 101

6) Community Development Fund/General Fund – Budget Ordinance Amendment B230069 to appropriate general fund balance in the amount of \$7,088

The Board is requested to approve Budget Ordinance Amendment B230069 to appropriate general fund balance in the amount of \$7,088 and transfer this amount to the Community Development Fund. These funds were used for retention incentives and were approved at the June 20, 2022, Board of County Commissioner's meeting.

Please note this amendment requires appropriation of general fund balance.

Community Development Supportive Housing Grant Fund 267/General Fund 101

7) Community Development Supportive Housing Grant Fund/General Fund – Budget Ordinance Amendment B230070 to appropriate general fund balance in the amount of \$1,249

The Board is requested to approve Budget Ordinance Amendment B230070 to appropriate general fund balance in the amount of \$1,249 and to transfer this amount to the Community Development Supportive Housing Grant Fund. These funds were used for retention incentives and was approved at the June 20, 2022, Board of County Commissioner's meeting.

Please note this amendment requires appropriation of general fund balance.

Solid Waste Fund 625/General Fund 101

8) Solid Waste Fund/General Fund – Budget Ordinance Amendment B230071 to appropriate general fund balance in the amount of \$62,993

The Board is requested to approve Budget Ordinance Amendment B230071 to appropriate general fund balance in the amount of \$62,993 and to transfer this amount to the Solid Waste Fund. These funds were used for retention incentives and were approved at the June 20, 2022, Board of County Commissioner's meeting.

Please note this amendment requires appropriation of general fund balance.

Workers Compensation Fund 800/General Fund 101

9) Workers Compensation Fund/General Fund – Budget Ordinance Amendment B230072 to appropriate general fund balance in the amount of \$4,364

The Board is requested to approve Budget Ordinance Amendment B230072 to appropriate general fund balance in the amount of \$4,364 and to transfer this amount to the Workers Compensation Fund. These funds were used for retention incentives and were approved at the June 20, 2022, Board of County Commissioner's meeting.

Please note this amendment requires appropriation of general fund balance.

Group Insurance Fund 801/General Fund 101

10) Group Insurance Fund/General Fund – Budget Ordinance Amendment B230073 to appropriate general fund balance in the amount of \$7,019

The Board is requested to approve Budget Ordinance Amendment B230073 to appropriate general fund balance in the amount of \$7,019 and to transfer this amount to the Group Insurance Fund. These funds were used for retention incentives and were approved at the June 20, 2022, Board of County Commissioner's meeting.

Please note this amendment requires appropriation of general fund balance.

MPO Administration Fund 273/General Fund 101

11) MPO Administration Fund/General Fund – Budget Ordinance Amendment B230074 to appropriate general fund balance in the amount of \$3,689

The Board is requested to approve Budget Ordinance Amendment B230074 to appropriate general fund

balance in the amount of \$3,689 and to transfer this amount to the MPO Administration Fund. These funds were used for retention incentives and were approved at the June 20, 2022, Board of County Commissioner's meeting.

Please note this amendment requires appropriation of general fund balance.

NC Elderly Handicap Transportation Fund 277/General Fund 101

12) Community Transportation Fund/General Fund – Budget Ordinance Amendment B230075 to appropriate general fund balance in the amount of \$2,440

The Board is requested to approve Budget Ordinance Amendment B230075 to appropriate general fund balance in the amount of \$2,440 and to transfer this amount to the NC Elderly Handicap Transportation Fund. These funds were used for retention incentives and were approved at the June 20, 2022, Board of County Commissioner's meeting.

Please note this amendment requires appropriation of general fund balance.

REGARDING THE FOLLOWING ITEM #13 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 (6/30/22) or items ordered that had not been received by fiscal year end. These projects or items were approved in the Fiscal Year 2022 budget; however, the money was not spent by June 30, 2022.

The following amendment seek to bring those funds forward from FY22 into the current fiscal year, allowing departments to complete and pay for these projects and items. This revision is not using 'new' funds but are recognizing the use of FY22 funds in FY23.

General Fund 101

13) General Government Other – Budget Ordinance Amendment B230028 to re-appropriate FY22 funds in the amount of \$1,800,000

The Board is requested to approve Budget Ordinance Amendment B230028 to re-appropriate \$1,800,000 of American Rescue Plan revenue replacement funds for Inclement Weather Shelter generators. These stand-by generators will be placed at designated shelter locations. This project was started in FY22 and will not be completed until FY23.

RECOMMENDATION / PROPOSED ACTION

Approve Budget Ordinance Amendments



GENERAL MANAGER FINANCIAL SERVICES

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JANUARY 17, 2023

TO: BOARD OF COUNTY COMMISSIONERS

FROM: VICKI EVANS, FINANCE DIRECTOR

DATE: 1/11/2023

**SUBJECT: PROPOSED FUND BALANCE POLICY REVISION AND
RECOMMENDED ACTION**

BACKGROUND

During the January 10, 2023 Agenda Session meeting, the finance director presented the fiscal year 2022 preliminary fund balance results as shown in the attachment. Management and staff recommended a proposed fund balance policy language change and a recommendation to defer adopting the budget ordinance amendment specific to the fund balance transfer until June of 2023 when more information will be known.

The Board of Commissioners unanimously voted to defer both the policy language change and the budget ordinance amendment to transfer fund balance until June of 2023, when additional cost impact information will be known.

RECOMMENDATION / PROPOSED ACTION

Approval to defer consideration of both a revision to Policy 3-1, Section 4.4.3. and a budget ordinance amendment to transfer fund balance from the general fund to the capital investment fund until June 2023.

ATTACHMENTS:

Description	Type
FY2022 Fund Balance Results Presentation	Backup Material

FY2022 PRELIMINARY FUND BALANCES BY FUND

FY2022 GENERAL FUND COMBINED FUND BALANCE

FY2022 Total Expenditures	\$ 332,691,294
Unassigned Fund Balance as a Percentage of FY2022 Expenditures	22.77%

Nonspendable	
Inventories	\$ 220,740
Prepays	210
Leases	2,440
Restricted	
Stabilization by State Statute	44,546,143
Register of Deeds	1,018,697
Public health	7,451,692
County school capital	11,900,413
Committed	
Tax revaluation	2,431,671
Capital Investment Fund	126,983,896
Assigned	
Subsequent year's expenditures	8,071,721
Economic development incentives	2,000,000
Unassigned	75,747,920
Total fund balance	<u>\$ 280,375,543</u>

	Revenues and Other Financing Sources	Expenditures and Other Financing Uses
FY2022 Budget	\$432,439,133	\$432,439,133
FY2022 Actual	\$356,804,187	\$382,012,870
% of Budget Utilized	83%	88%

GENERAL FUND - OPERATING

- FY2022 FUND BALANCE DECREASE OF \$25,208,683
- 6/30/2022 FUND BALANCE \$136,999,332

	Revenues and Other Financing Sources	Expenditures and Other Financing Uses
FY2022 Budget	\$18,186,838	\$18,186,838
FY2022 Actual	\$20,834,871	\$15,900,560
% of Budget Utilized	115%	87%

SCHOOL CAPITAL FUND

- FY2022 FUND BALANCE INCREASE OF \$4,934,311
- 6/30/2022 FUND BALANCE \$16,263,770

CAPITAL INVESTMENT FUND

	Revenues and Other Financing Sources	Expenditures and Other Financing Uses
FY2022 Budget	\$118,052,118	\$118,052,118
FY2022 Actual	\$94,987,990	\$29,260,766
% of Budget Utilized	80%	25%

- FY2022 FUND BALANCE
INCREASE OF \$65,727,224
- 6/30/2022 FUND BALANCE
\$127,112,441

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% 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.

FY2022 Calculation in accordance with Financial Policies Section 4.4.3:

FY2022 General Fund Expenditures	\$ 296,059,055
times 15% per policy	15%
15% of GF Expenditures	<u>44,408,858</u>
FY2022 General Fund Unassigned Fund Balance	\$ 75,747,920
minus 15% amount requirement	<u>(44,408,858)</u>
Fund balance amount above 15%	<u>31,339,062</u>

Fund Balance Policy: Request for Consideration to Adjust and Defer Amount of Transfer

Known cost impacts to general fund balance:

Fund balance amount above 15%	<u>\$ 31,339,062</u>
Adjustments:	
ARP Revenue Replacement FY2022	
Portion set aside for generators & retention incentives	(5,039,034)
Fund balance reappropriations due to delayed delivery dates into FY2023	(4,991,688)
Proposed fund balance transfer amount to the Capital Investment Fund	<u>\$ 21,308,340</u>

Other cost impacts to consider:

Amounts unknown at this time:

- Implementation of the Classification and Compensation Study (FY2024 Budget process)
- Change in Method of Sales Tax Distribution (April)

PROPOSED Fund Balance Policy Revision & Recommended Action

Management and staff recommend the following actions be moved forward as approvals on the consent agenda of the January 17, 2023 Board of Commissioners' meeting:

1. Approve Subsection 3 Policy No. 3-1 Financial Policies update to section 4.4.3. as follows (changes shown in yellow font): 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.
2. Defer adopting the Budget Ordinance Amendment to transfer funds from the general fund to the capital investment fund until cost information is known specific to implementing the classification and compensation plan and the impact of a change to the method of sales tax distribution. Once known, reductions may be made from the \$21,308,340 currently available for the transfer. Staff are directed to present the proposed Budget Ordinance Amendment to transfer funds before June 15, 2023.

HEALTH INSURANCE FUND

	Revenues and Other Financing Sources	Expenditures and Other Financing Uses
FY2022 Budget	\$33,907,675	\$33,907,675
FY2022 Actual	\$27,223,292	\$30,440,304
% of Budget Utilized	80%	90%

- FY2022 NET POSITION
DECREASE OF \$3,126,462
- 6/30/2022 NET POSITION
\$5,608,917

FY2022 Audit Status



CUMBERLAND COUNTY

NORTH CAROLINA



COMMUNITY DEVELOPMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JANUARY 17, 2023

TO: BOARD OF COUNTY COMMISSIONERS

FROM: DEE TAYLOR, DIRECTOR OF COMMUNITY DEVELOPMENT

DATE: 1/5/2023

**SUBJECT: PUBLIC HEARING - COMMUNITY DEVELOPMENT HOME - ARP
DRAFT ALLOCATION PLAN**

BACKGROUND

The U.S. Department of Housing and Urban Development (HUD) through the Home Investment Partnerships (HOME) Program grant has allocated \$1,435,021 of the American Rescue Plan (ARP) Act of 2021 funds to Cumberland County to perform eligible activities that must primarily benefit qualifying individuals and families who are homeless, at risk of homelessness, or in other vulnerable populations.

Prior to using the HOME-ARP funds, Cumberland County is required to prepare an allocation plan to outline how the funds will be used to address the needs of qualifying populations. To begin preparing the allocation plan, Cumberland County was required to consult with housing and service providers whose clientele includes the qualifying populations to identify unmet needs and gaps in housing and service delivery systems. Feedback provided by the service providers and citizens is being considered as to how to best use the HOME-ARP funds to meet the needs of the qualifying populations.

Community Development has completed preparing the draft allocation plan and has provided the plan to the public for comment and review between January 13, 2023 to January 27, 2023. As part of following the citizen participation process, a public hearing must be held during the comment period. All comments received regarding the plan will be addressed by Community Development within 15 days of receipt. After the public review period, the final copy of the plan will be submitted to the Board of Commissioners at the February 6, 2023 regular meeting for approval to submit to HUD.

RECOMMENDATION / PROPOSED ACTION

Community Development staff proposes that the Board of Commissioners take the following action:

- Hold a public hearing to allow for public comment on Community Development's Draft HOME - ARP Allocation Plan

ATTACHMENTS:

Description	Type
Community Development HOME-ARP Allocation Plan (Draft#1)	Backup Material
HOME-ARP Survey	Backup Material
Community Development Presentation HOME-ARP	Backup Material
Public Notice - Public Hearing HOME-ARP Allocation Plan	Backup Material



HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME) - AMERICAN RESCUE (ARP) ALLOCATION PLAN

**Cumberland County Community Development Department
707 Executive Place
Fayetteville, NC 28305**

Public Review and Comment Period: January 13, 2023 – January 27, 2023
Public Hearing: January 17, 2023 @ 6:45 p.m.
Cumberland County Courthouse
117 Dick Street (Room 118), Fayetteville, NC

DRAFT #1

Amendments to the Draft and Final Reports Can Be Found at
www.cumberlandcountync.gov. Click on Community Development's Webpage

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Introduction and Background

The U.S. Department of Housing and Urban Development (HUD) through the Home Investment Partnerships (HOME) Program grant has allocated \$1,435,021 of the American Rescue Plan (ARP) Act of 2021 to Cumberland County to perform eligible activities that must primarily benefit qualifying individuals and families who are homeless, at risk of homelessness, or in other vulnerable populations.

Prior to using the HOME-ARP funds, Cumberland County is required to prepare an allocation plan to outline how the funds will be used to address the needs of qualifying populations. To begin preparing the allocation plan, Cumberland County must consult with housing and service providers whose clientele include the qualifying populations to identify unmet needs and gaps in housing and service delivery systems. Feedback provided by the service providers will aid Cumberland County in determining how to best use the HOME-ARP funds to meet the needs of the qualifying populations.

ARP defines qualifying individuals or families as those that are:

- 1) homeless, as defined in section 103(a) of the McKinney-Vento Homeless Assistance Act, as amended (42 U.S.C. 11302(a)) (“McKinney-Vento”);
- 2) at risk of homelessness, as defined in section 401 of McKinney-Vento;
- 3) fleeing, or attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking; and
- 4) part of other populations where providing supportive services or assistance would prevent a family’s homelessness or would serve those with the greatest risk of housing instability.

Eligible activities include:

- 1) development and support of affordable housing;
- 2) tenant-based rental assistance (TBRA);
- 3) provision of supportive services; and
- 4) acquisition and development of non-congregate shelter units.

During the development of the HOME-ARP allocation plan, Cumberland County will hold a public hearing for public review and comment at the Board of Commissioners meeting held on January 17, 2023, at 6:45 p.m. The draft copy of the allocation plan will be made available for review from January 13, 2023 – January 27, 2023 (5:00 p.m.).

For more information regarding the HOME-ARP Allocation Plan and other information, please refer to Cumberland County Community Development Department’s webpage:

https://www.cumberlandcountync.gov/departments/community-development-group/community_development/plans-reports/other-current-plans-reports

HOME-ARP Allocation Plan Template with Guidance

Instructions: All guidance in this template, including questions and tables, reflect requirements for the HOME-ARP allocation plan, as described in Notice CPD-21-10: *Requirements of the Use of Funds in the HOME-American Rescue Plan Program*, unless noted as optional. As the requirements highlighted in this template are not exhaustive, please refer to the Notice for a full description of the allocation plan requirements as well as instructions for submitting the plan, the SF-424, SF-424B, SF-424D, and the certifications.

References to “the ARP” mean the HOME-ARP statute at section 3205 of the American Rescue Plan Act of 2021 (P.L. 117-2).

Consultation

In accordance with Section V.A of the Notice (page 13), before developing its HOME-ARP allocation plan, at a minimum, a PJ must consult with:

- CoC(s) serving the jurisdiction’s geographic area,
- homeless service providers,
- domestic violence service providers,
- veterans’ groups,
- public housing agencies (PHAs),
- public agencies that address the needs of the qualifying populations, and
- public or private organizations that address fair housing, civil rights, and the needs of persons with disabilities.

State PJs are not required to consult with every PHA or CoC within the state’s boundaries; however, local PJs must consult with all PHAs (including statewide or regional PHAs) and CoCs serving the jurisdiction.

Template:

Describe the consultation process including methods used and dates of consultation:

Cumberland County, through the Community Development Department, incorporated input and data from various methods and tools. In the spring of 2021, the County hired a consultant to assist the County with conducting an assessment of the needs of the homeless population, identifying available resources in the community, and preparing a three-year strategic plan with recommendations to develop goals and objectives that address the needs of the homeless community. The data from the gap analysis is incorporated into this allocation plan.

The Community Development Department developed a survey for local agencies with expertise and knowledge of the homeless community to complete. The survey was made available beginning December 16, 2022 through December 30, 2022. The deadline date was extended to January 9, 2023 to include additional input. The survey was developed using JotForm with the capability of completing the survey in both English and Spanish languages. The survey was distributed to agencies listed on the local Continuum of Care listserv. A public notice was published in the Fayetteville Observer on December 16, 2022 and January 8, 2023 to inform the public of the survey, dates of the public review and comment period, and the date of the public hearing. The public notice was also posted on the County's website under the Community Development Department public notices page and distributed to several locations such as the Town Halls and the Cumberland County offices.

In addition to the survey, the Community Development Department staff held one-on-one virtual meetings with several agencies to hold detailed discussions regarding the needs of the Qualifying Population.

List the organizations consulted (December 2022 – January 2023:

Agency/Org Consulted	Type of Agency/Org	Method of Consultation	Feedback
Fayetteville Metropolitan Housing Authority	PHA / Section 8 Voucher Program / Project-Based / EHV Program / HUD-VASH / CoC Member	Virtual Meeting / Survey	The Qualifying Population that has the highest priority need are those persons who are homeless followed by those fleeing from domestic violence. Families with children have the highest need for housing and services. Major barriers included rent increase, low supply of affordable housing units, substandard housing units, lack of accessibility for people with disabilities, lack of housing units for large families, and lack of landlord participation in rental subsidy assistance. Recommended making a minimum of 70% of the units available to the Qualifying Populations and the remaining units to all other low-income renters. Two activities that are considered high priority include tenant-based rental assistance/rental assistance to prevent homelessness and supportive services (case management, counseling, financial assistance, etc.). Additional comments included the need for transportation to get to and from work, medical facilities, employment and educational training programs, child care

			<p>facilities, etc. for those who do not live on the bus line. Although public transportation (FAST Bus) is available it is extremely difficult for this population to reach their destination on time which often results in the loss of employment, not being seen by the doctor because they arrived late for their appointment, or child arrives too late at daycare to be accepted for the day.</p>
<p>Hodges Lodges, LLC and Life Matters Centers for Hope, Health, and Healing</p>	<p>Nonprofit / Domestic Violence Service Provider / CoC Member</p>	<p>Virtual Meeting / Survey</p>	<p>The Qualifying Population that has the highest priority need are those persons who are homeless. Those homeless persons with chronic physical or mental health conditions requiring supportive services have the highest need for housing and services. Major barriers included rent increase, low supply of affordable housing units, lack of housing units for large families, lack of landlord participation in rental subsidy assistance, issues with NIMBY, lack of flexibility with program policies and processes, and lack of knowing what resources are available. Suggested making a minimum of 70% of the units available to the Qualifying Populations and the remaining units to all other low-income renters. Top two highest activities that are highest priority include development of affordable housing and supportive services (case management, counseling, financial assistance, etc.)</p>
<p>Care Center Family Violence Program</p>	<p>Public Agency / Domestic Violence Service Provider</p>	<p>Virtual Meeting / Survey</p>	<p>The Qualifying Population that has the highest priority need are those persons fleeing from domestic violence. Families with children have the highest need for housing and services. Major barriers included rent increase, low supply of affordable housing units, substandard housing units, lack of funding sources to build affordable units, lack of accessibility for people with disabilities, lack of housing units for large families, lack of landlord participation in rental subsidy assistance, and economic factors. Suggested making 100% of the units available to the Qualifying Populations. Top two highest activities that are highest priority include development of affordable housing and supportive services (case management, counseling, financial assistance, etc.). Two activities</p>

			that are considered high priorities include acquisition/development of non-congregate shelters and development of affordable housing units.
United Management II, Inc.	Landlord/Property Manager	Virtual Meeting / Survey	The Qualifying Population that has the highest priority need are those persons fleeing from domestic violence followed by persons who are at-risk of homelessness. Families with children have the highest need for housing and services. Major barriers included rent increase, low supply of affordable housing units, and lack of flexibility with program policies and processes, too much red tape. Suggested making 100% of the units available to the Qualifying Populations. Two activities that are considered high priorities include acquisition/development of non-congregate shelters and support services.
Endeavors	Nonprofit / Homeless Service Provider / CoC Member	Virtual Meeting / Survey	The Qualifying Population that has the highest priority need are those who are homeless. Those persons with chronic physical or mental health conditions requiring supportive services have the highest need for housing and services. Major barriers included low supply of affordable housing units, substandard housing units, and NIMBY. Suggested making 100% of the units available to the Qualifying Populations. Activities that are highest priority include development of affordable housing units and support services.
Cumberland County Community Development / Fair Housing Specialist	Local Government / CoC Member	Virtual Meeting / Survey	The Qualifying Population that has the highest priority need are persons who are homeless. Families with children have the highest need for housing and services. Major barriers included rent increase, substandard housing units, lack of accessibility for people with disabilities, and lack of landlord participation in rental subsidy assistance. Suggested making 70% of the units available to the Qualifying Populations and the remaining available to other low-income households. Two activities that are considered high priorities include development of affordable housing units and support services.
Kingdom Community Development Corporation	Developer / CoC Member	Virtual Meeting / Survey	The Qualifying Population that has the highest priority need are those persons at-risk of becoming homeless followed by those fleeing from domestic violence.

			<p>Families with children have the highest need for housing and services. Major barriers included rent increase, low supply of affordable housing units, substandard housing units, lack of funding sources to build affordable housing units, lack of housing units for large families, lack of landlord participation in rental subsidy assistance, land use policies and zoning regulations, NIMBY, and economic factors (low wage jobs, gap in education/job preparation and workplace needs). Suggested making 100% of the units available to the Qualifying Populations. Two activities that are considered high priorities include development of affordable housing units and support services. Additional comments: need for transportation. Units need to be close to public transportation. Need more TRAUMA-INFORMED counseling. Also need incentives to cover operating costs (i.e. maintenance, etc.) because rents will be very low. Operating costs would make it difficult to maintain affordable housing.</p>
Cumberland HealthNET	Nonprofit / Homeless Service Provider / CoC Member	Virtual Meeting / Survey	<p>The Qualifying Population that has the highest priority need are those persons who are homeless, followed by those fleeing from domestic violence. Those persons with two or more of the following barriers: lack of a high school diploma/GED; illiteracy; low English proficiency; or, a history of unstable employment have the highest need for housing and services. Major barriers to accessing housing include rent increase, low supply of affordable housing units, economic factors (low wage jobs, gap in education/job preparation and workplace needs), and lack of flexibility with program policies and processes, too much red tape. Suggested making 70% of the units available to the Qualifying Populations. Two activities that are considered high priorities include development of affordable housing units and acquisition/development of non-congregate shelters. Additional comments: when we are talking about</p>

			affordable housing, it must be designed for very low to no income residents and we need more funding to assist with paying rent to help stabilize this population. In addition, whatever funding is used for, there needs to be a requirement that all individuals accessing this funding must go through coordinated entry.
ServiceSource	Nonprofit / Serving People with Disabilities	Virtual Meeting / Survey	The Qualifying Population that has the highest priority need are those persons who are homeless followed by those fleeing from domestic violence. Those with chronic physical or mental health conditions requiring supportive services have the highest need for housing and services. Major barriers included rent increase, low supply of affordable housing units, substandard housing units, lack of funding sources to build affordable housing units, lack of accessibility for people with disabilities, lack of housing units for large families, and economic factors (low wage jobs, gap in education/job preparation and workplace needs). Suggested making 100% of the units available to the Qualifying Populations. Two activities that are considered high priorities include development of affordable housing units and tenant-based rental assistance.
Fayetteville Area Habitat for Humanity	Nonprofit / Developer	Virtual Meeting / Survey	The Qualifying Population that has the highest priority need are those persons who are homeless followed by those at-risk of homelessness. Families with children have the highest need for housing and services. Major barriers included rent increase, low supply of affordable housing units, substandard housing units, lack of funding sources to build affordable housing units, lack of accessibility for people with disabilities, lack of housing units for large families, lack of landlord participation in rental subsidy assistance, NIMBY, and economic factors (low wage jobs, gap in education/job preparation and workplace needs). Suggested making 100% of the units available to the Qualifying Populations. Two activities that are considered high priorities include development of affordable housing units and acquisition/development of non-congregate shelters.

Cumberland County Health Department	Public Agency / CoC Member	Survey	The Qualifying Population that has the highest priority need are those persons who are homeless followed by those at-risk of homelessness. Families with children have the highest need for housing and services. Two activities that are considered high priorities include acquisition/development of non-congregate shelters and support services. Additional comments: Fayetteville-Cumberland County is in dire need of a centralized homeless services approach to reducing homelessness that includes local government and CoC collaboration. More oversight in distribution of HUD funds at the local level and use of evidenced based practices as recommended by HUD such as Housing First and Low Barrier approaches.
United Way of Cumberland County	Nonprofit / CoC Member	Survey	The Qualifying Population that has the highest priority need are those persons who are homeless followed by those fleeing domestic violence. Families with children have the highest need for housing and services. Two activities that are considered high priorities include tenant-based rental assistance and development of affordable housing.
Fayetteville Urban Ministry	Nonprofit / Homeless Service Provider / CoC Member	Survey	The Qualifying Population that has the highest priority need are at-risk of homelessness followed by those fleeing domestic violence. Those with chronic physical or mental health conditions requiring supportive services has have the highest need for housing and services. Two activities that are considered high priorities are the development of affordable housing and support services.
Legal Aide of North Carolina, Inc.	Legal Services Agency / CoC Member	Survey	The Qualifying Population that has the highest priority need are those persons who are homeless followed by those at-risk of homelessness. Families with children have the highest need for housing and services. Two activities that are considered high priorities include tenant-based rental assistance/rental assistance to prevent homelessness and support services. Additional comments: the development of an eviction-diversion program will benefit the City of Fayetteville/Cumberland County and would be instrumental in the reduction of homelessness in the City/County.

Cumberland County Community Collaborative	Public Agency / CoC Member	Survey	The Qualifying Population that has the highest priority need are those who are defined as homeless and those at-risk of homelessness. Families with children have the highest need for housing and services. Two activities that are considered high priorities include the development of affordable housing units and tenant-based rental assistance/rental assistance to prevent homelessness.
Fayetteville Police Department	Public Agency / CoC Member	Survey	The Qualifying Population that has the highest priority need are those who are defined as homeless and those at-risk of homelessness. Those with substance use disorders requiring supportive services have the highest need for housing and services. Two activities that are considered high priorities include acquisition/development of non-congregate shelters and support services. Additional comments: emergency immediate drop-in shelters do not currently exist in Cumberland County. When there is an urgency for immediate shelter, citizens are left sleeping in woods, doorways, park benches and along the streets. There needs to be a strategic plan to address the urgent need for immediate drop-in shelters.
Cumberland County Communicare, Inc.	Nonprofit / Mental Health / CoC Member	Survey	The Qualifying Population that has the highest priority need are those persons fleeing from domestic violence. Families with children have the highest need for housing and services. Major barriers included rent increase, low supply of affordable housing units, lack of funding sources to build affordable units, lack of housing units for large families, and other economic factors. Suggested making a minimum of 70% of the units available to the Qualifying Populations and the remaining units to all other low-income renters. Top two highest activities that are highest priority include development of affordable housing and supportive services (case management, counseling, financial assistance, etc.)
Alliance Health	Public Agency / Mental Health / CoC Member	Survey	The Qualifying Population that has the highest priority need are those at-risk of homelessness and those who are defined as homeless. Those with substance use disorders requiring supportive services have the highest need for housing and services. Two activities that are

			considered high priorities include tenant-based rental assistance to prevent homelessness and acquisition/development of non-congregate shelters.
Cumberland County EMS	Public Agency	Survey	The Qualifying Population that has the highest priority need are those who are homeless followed by those at-risk of homelessness. Those with substance use disorders requiring supportive services have the highest need for housing and services. Two activities that are considered high priorities include acquisition/development of non-congregate shelters and the development of affordable housing units.
Chacola Dream House	Nonprofit / Homeless Service Provider	Survey	The Qualifying Population that has the highest priority need are those in other populations where providing supportive services or assistance under section 212(a) of the Act (42 U.S.C. 12742(a)) would prevent the family's homelessness or would serve those with the greatest risk of housing stability. The next to the highest priority are those fleeing from domestic violence. Single adults and/or two adult households (married/domestic partners/close relatives) have the highest need for housing and services. Two activities that are considered high priorities include acquisition/development of non-congregate shelters and support services.
North Carolina Community Housing & Consulting, Inc.	Nonprofit / Housing Counseling Agency	Survey	The Qualifying Population that has the highest priority need are those at-risk of homelessness followed by other population. Families with children have the highest need for housing and services. Two activities that are considered high priorities include tenant-based rental assistance/rental assistance to prevent homelessness and support services. Additional comments: the other unmet need is housing counseling to assist those qualifying clients to minimize the continued reliance on government/private assistance funds.
Better Health of Cumberland County	Nonprofit / Emergency Health Assistance / CoC Member	Survey	The Qualifying Population that has the highest priority need are those who are homeless followed by those at-risk of homelessness. Those persons with chronic physical or mental health conditions requiring supportive services have the highest need for housing and

			services. Two activities that are considered high priorities include acquisition/development of non-congregate shelters and development of affordable housing units.
DC	CoC Member	Survey	The Qualifying Population that has the highest priority need are those who are homeless followed by homeless veterans and families. Those persons with chronic physical or mental health conditions requiring supportive services have the highest need for housing and services. Two activities that are considered high priorities include acquisition/development of non-congregate shelters and development of affordable housing units.
Savannah Missionary Baptist Church	Faith-based	Survey	The Qualifying Population that has the highest priority need are those who are fleeing from domestic violence followed by those at-risk of homelessness. Families with children have the highest need for housing and services. Two activities that are considered high priorities include development of affordable housing units and tenant-based rental assistance/rental assistance to prevent homelessness.
Angela Berry Lewis Writings	Resident/Advocate	Survey	The Qualifying Population that has the highest priority need are those who are homeless followed by those at-risk of homelessness. Those persons with chronic physical or mental health conditions requiring supportive services have the highest need for housing and services. Two activities that are considered high priorities include acquisition/development of non-congregate shelters and support services.

Summarize feedback received and results of upfront consultation with these entities:

Based on the feedback from the stakeholders, the top three priority needs include:

1. Development of affordable housing units
2. Acquisition / development of non-congregate shelters; and
3. Tenant-based rental assistance.

Out of the 25 respondents, 11 recommended the funds be used for the development of affordable housing units and 9 recommended funding be used for non-congregate shelter. The remaining 5 respondents recommended funding be used for tenant-based rental assistant. Several respondents

felt strongly that the development of affordable housing be complimented with supportive services that would include more transportation options, housing counseling, and case management (short-term and long-term).

Regarding the type of populations to be served, the majority indicated the population with the highest needs are the following ranked from highest priority to lowest:

1. Families with children;
2. Those persons with chronic physical or mental health;
3. Those with substance use disorder;
4. Single adults and/or two adult households; and
5. Those persons with two or more of the following barriers: lack of a high school diploma/GED; illiteracy; low English proficiency; or, a history of unstable employment has the highest need for housing and services.

Public Participation

In accordance with Section V.B of the Notice (page 13), PJs must provide for and encourage citizen participation in the development of the HOME-ARP allocation plan. Before submission of the plan, PJs must provide residents with reasonable notice and an opportunity to comment on the proposed HOME-ARP allocation plan of **no less than 15 calendar days**. The PJ must follow its adopted requirements for “reasonable notice and an opportunity to comment” for plan amendments in its current citizen participation plan. In addition, PJs must hold **at least one public hearing** during the development of the HOME-ARP allocation plan and prior to submission.

PJs are required to make the following information available to the public:

- The amount of HOME-ARP the PJ will receive, and
- The range of activities the PJ may undertake.

Throughout the HOME-ARP allocation plan public participation process, the PJ must follow its applicable fair housing and civil rights requirements and procedures for effective communication, accessibility, and reasonable accommodation for persons with disabilities and providing meaningful access to participation by limited English proficient (LEP) residents that are in its current citizen participation plan as required by 24 CFR 91.105 and 91.115.

Template:

Describe the public participation process, including information about and the dates of the public comment period and public hearing(s) held during the development of the plan:

- ***Date(s) of public notice:*** 12/16/2022 and 1/8/2023

- **Public comment period:** start date - 1/13/2023 end date - 1/27/2023
- **Date(s) of public hearing:** 1/17/2023

Describe the public participation process:

At the December 14, 2022 CoC meeting, Community Development staff announced to the members that the HOME-ARP consultation survey was made available for homeless providers and other stakeholders to complete and provide input on how to best use the HOME-ARP funds. The public notice was published in the Fayetteville Observer on December 16, 2022 and on again on January 8, 2023 to describe the HOME-ARP grant, amount, survey, allocation plan process, dates of the public hearing and the public review and comment period.

Out of the twenty-five (25) respondents, Community Development staff held one-on-one virtual meetings with eight (8) respondents and the remaining respondents completed the survey only. The survey consisted of approximately 17 questions of which 10 were directly related to HOME-ARP program implementation, priorities, and preferences.

Describe efforts to broaden public participation:

The survey was distributed to all CoC members that included homeless providers, Fayetteville Metropolitan Housing Authority, developers, and other agencies and advocates of the homeless community. The HOME-ARP Allocation Plan is made available on the Cumberland County Community Development website and will be available at several locations to include the Community Development office, Spring Lake Town Hall, Hope Mills Town Hall, Headquarters Library, and at the County Board of Commissioners office.

Summarize the comments and recommendations received through the public participation process either in writing, or orally at a public hearing:

[Pending responses. Responses will be included in the final draft of the Allocation Plan.]

Summarize any comments or recommendations not accepted and state the reasons why:

[Pending response. Response will be included in the final draft of the Allocation Plan.]

Needs Assessment and Gaps Analysis

In accordance with Section V.C.1 of the Notice (page 14), a PJ must evaluate the size and demographic composition of **all four** of the qualifying populations within its boundaries and assess the unmet needs of each of those populations. If the PJ does not evaluate the needs of one of the qualifying populations, then the PJ has not completed their Needs Assessment and Gaps Analysis. In addition, a PJ must identify any gaps within its current shelter and housing inventory as well as the service delivery system. A PJ should use current data, including point in time count, housing inventory count, or other data available through CoCs, and consultations with service providers to quantify the individuals and families in the qualifying populations and their need for additional housing, shelter, or services.

Template:

OPTIONAL Homeless Needs Inventory and Gap Analysis Table

Homeless													
	Current Inventory					Homeless Population				Gap Analysis			
	Family		Adults Only		Vets	Family HH (at least 1 child)	Adult HH (w/o child)	Vets	Victims of DV	Family		Adults Only	
	# of Beds	# of Units	# of Beds	# of Units	# of Beds					# of Beds	# of Units	# of Beds	# of Units
Emergency Shelter	14	3	14	14	0								
Transitional Housing	40	12	0	0	0								
Permanent Supportive Housing	121	38	137	132	0								
Other Permanent Housing	0	0	7	7	0								
Sheltered Homeless						54	14	1	7				
Unsheltered Homeless						5	387	19	13				
Current Gap										-	-	373	373

Sources: 1) 2022 Point in Time Count (PIT); 2) 2022 Continuum of Care Housing Inventory Count (HIC); 3) Consultation

OPTIONAL Housing Needs Inventory and Gap Analysis Table

Non-Homeless			
	Current Inventory	Level of Need	Gap Analysis
	# of Units	# of Households	# of Households
Total Rental Units	61,805		
Rental Units Affordable to HH at 30% AMI (At-Risk of Homelessness)	11,535		
Rental Units Affordable to HH at 50% AMI (Other Populations)	9,660		
0%-30% AMI Renter HH w/ 1 or more severe housing problems (At-Risk of Homelessness)		8,750	
30%-50% AMI Renter HH w/ 1 or more severe housing problems (Other Populations)		8,635	
Current Gaps			17,385

Source: 2015-2019 Comprehensive Housing Affordability Strategy (CHAS)

Describe the size and demographic composition of qualifying populations within the PJ's boundaries:

Homeless as defined in 24 CFR 91.5

A homeless person is defined as:

(1) An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:

(i) An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground;

(ii) An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, [transitional housing](#), and hotels and motels paid for by charitable organizations or by federal, [state](#), or local government programs for low-income individuals); or

(iii) An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an [emergency shelter](#) or place not [meant](#) for human habitation immediately before entering that institution;

(2) An individual or family who will imminently lose their primary nighttime residence, provided that:

(i) The primary nighttime residence will be lost within 14 days of the date of application for [homeless](#) assistance;

(ii) No subsequent residence has been identified; and

(iii) The individual or family lacks the resources or support networks, [e.g.](#), family, friends, faith-based or other social networks needed to obtain other permanent housing;

(3) Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as [homeless](#) under this definition, but who:

(i) Are defined as [homeless](#) under section 387 of the [Runaway and Homeless Youth Act](#) (42 U.S.C. 5732a), section 637 of the [Head Start Act](#) (42 U.S.C. 9832), section 41403 of the [Violence Against Women Act of 1994](#) (42 U.S.C. 14043e-2), section 330(h) of the [Public Health Service Act](#) (42 U.S.C. 254b(h)), section 3 of the [Food and Nutrition Act of 2008](#) (7 U.S.C. 2012), section 17(b) of the [Child Nutrition Act of 1966](#) (42 U.S.C. 1786(b)), or section 725 of the [McKinney-Vento Homeless Assistance Act](#) (42 U.S.C. 11434a);

(ii) Have not had a lease, ownership interest, or occupancy agreement in permanent housing at any time during the 60 days immediately preceding the date of application for [homeless](#) assistance;

(iii) Have experienced persistent instability as measured by two moves or more during the 60-day period immediately preceding the date of applying for [homeless](#) assistance; and

(iv) Can be expected to continue in such status for an extended period of time because of chronic disabilities, chronic physical health or mental health conditions, substance addiction, histories of domestic violence or childhood abuse (including neglect), the presence of a child or youth with a disability, or two or more barriers to employment, which include the lack of a high school degree or General Education Development (GED), illiteracy, low English proficiency, a history of incarceration or detention for criminal activity, and a history of unstable employment; or

(4) Any individual or family who:

(i) Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence;

(ii) Has no other residence; and

(iii) Lacks the resources or support networks, [e.g.](#), family, friends, faith-based or other social networks, to obtain other permanent housing.

According to the 2022 Point-in-Time Homeless Count conducted for the Fayetteville / Cumberland County area, the report estimates 475 persons who are homeless. This number include those persons who were in an emergency shelter, transitional housing, or unsheltered. Of the 475 reported, 307 persons are males and 168 are females. The racial demographics and ages are as follows:

Race	Total = 475
American Indian, Alaska Native, or Indigenous	21
Asian or Asian American	10
Black, African American, or African	279
Native Hawaiian or Pacific Islander	6
White	99
Multiple Races	60

Age Group	Total = 475
Under age 18	30
Ages 18 to 24	1
Over age 24	444

At Risk of Homelessness as defined in 24 CFR 91.5

At risk of homelessness is defined as:

(1) An individual or family who:

- (i) Has an annual income below 30 percent of median family income for the area, as determined by HUD;
- (ii) Does not have sufficient resources or support networks, e.g., family, friends, faith-based or other social networks, immediately [available](#) to prevent them from moving to an [emergency shelter](#) or another place described in paragraph (1) of the “Homeless” definition in this section; and
- (iii) Meets one of the following conditions:
 - (A) Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance;
 - (B) Is living in the home of another because of economic hardship;
 - (C) Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance;
 - (D) Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by federal, [State](#), or local government programs for low-income individuals;
 - (E) Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons or lives in a larger housing unit in which there reside more than 1.5 people per room, as defined by the U.S. Census Bureau;
 - (F) Is exiting a publicly funded institution, or system of care (such as a health-care facility, a mental health facility, foster care or other youth facility, or correction program or institution); or

(G) Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the recipient's approved [consolidated plan](#);

According to the 2015-2019 CHAS data, Cumberland County has 61,805 renters. Out this number, approximately 20,230 (33%) of renters are cost burdened. Cost burdened is the ratio of housing costs to household income. The housing cost includes the contract rent plus utilities. Out of the 20,230 renters that are cost burdened, 11,535 households have incomes that are less than or equal to 30% of the area median income. Of this number, 7,855 are cost burdened and are paying over 50% of their income toward housing costs (contract rent plus utilities). Of those households with incomes between 31% and 50% of the area median income, 4,830 renters are cost burdened and paying over 50% of their income toward housing costs.

According to the North Carolina Housing Coalition, the agency reported in the 2021 Housing Need for Cumberland County that out of 45,610 households, 36% of the households are cost burdened. Renters make up 29,912 (48%) households and have reported having difficulty affording their homes. The income that is needed to afford a two-bedroom apartment is \$34,760.

Fleeing, or Attempting to Flee, Domestic Violence, Dating Violence, Sexual Assault, Stalking, or Human Trafficking, as defined by HUD in the Notice

The Care Center Family Violence Program serves as one of the main programs available for victims of domestic violence. However, during the 2022 Point-in-Time Homeless Count, the program reported only having a capacity of 8 beds. The number of units varies based upon the household composition.

Other populations requiring services or housing assistance to prevent homelessness and other populations at greatest risk of housing instability, as defined by HUD in the Notice

The populations requiring services or housing assistance include populations already mentioned above. In addition to short-term or long-term rental assistance or utility assistance, these populations need additional support services to help them maintain housing stability. The main support services include long-term case management, transportation, housing counseling, and mental health services.

Identify and consider the current resources available to assist qualifying populations, including congregate and non-congregate shelter units, supportive services, TBRA, and affordable and permanent supportive rental housing (Optional):

Cumberland County manages the Robin's Meadow transitional housing program which targets homeless families with children. The program provides 12 units and approximately 36 beds for

homeless families with children. Cumberland County used Community Development Block Grant funds and local general funds to provide additional support to the program. This program, with the partnership of Coordinated Entry (managed by Cumberland HealthNET) and shelters, allow families who are homeless to reside in an apartment for up to 12 months while they receive case management services and apply for permanent housing.

Cumberland County, in partnership with Cumberland Interfaith Hospitality Network, manages the Safe Homes for New Beginnings program which provides permanent supportive housing program (5 units) for individuals who have substance abuse disorders and are literally homeless. This program designates 60% of its beds for chronically homeless individuals.

Cumberland County, in partnership with the City of Fayetteville, used local general funds to provide housing assistance and other supportive services to promote housing stability by avoiding evictions and foreclosure to individuals that are at or below the eighty percentile of the Area Median Income preventing individuals and families of becoming homeless or may become homeless again. Program participants are able to receive financial assistance for security deposits, rental and/or utility assistance, hotel/motel assistance, and other support services needed to obtain and maintain permanent housing.

Bonanza (managed by Endeavors) is a permanent supportive housing program (7 units) which targets individuals and families who are homeless with a disability. Leath Commons (managed by Cumberland Interfaith Hospitality Network) serves as a permanent supportive housing program (5 units/10 beds) for families who are homeless and have a disability.

Volunteers of America, through the Supportive Services for Veteran Families Program, offers a permanent housing program that provides short-term/medium-term financial assistance to veterans and their families. The Fayetteville Metropolitan Housing Authority (FMHA) in partnership with the Fayetteville Veteran Affairs Medical Center, provides HUD-VASH vouchers to eligible homeless veterans.

The Salvation Army continues to operate a homeless shelter that targets mostly single adults. The shelter has a two to three units designated for families with children. The shelter has a capacity of 44 beds.

The Care Center Family Violence Program manages a shelter with the capacity of approximately 8 beds that target victims of domestic violence.

Describe the unmet housing and service needs of qualifying populations:

Homeless as defined in 24 CFR 91.5

Based on current data and available resources, there is a need for emergency shelter beds that target families with children. Although, the PiT Count only reported 51 sheltered and unsheltered persons within a household with at least one adult and one child, this is not an accurate representation of the number of families with children who are homeless. The number of shelter beds available for families with children are limited to approximately 14 beds. Out of the 51 sheltered beds reported, 36 were occupied by persons within a transitional housing program which allows families to reside in the units for up to 12 months. Homeless families with children in need of shelter are unable to access shelter due to the limited number of emergency shelter beds and the long wait period for transitional housing and permanent housing beds. The homeless families are then forced to stay in an over-crowded unit with family or friends or other places where they are not easily found.

At Risk of Homelessness as defined in 24 CFR 91.5

Those persons at-risk of homelessness struggle to maintain housing stability due to several factors. Some of the barriers to accessing affordable housing and maintaining housing stability include:

1. Significant increase in rent, especially within the last two years;
2. Inadequate supply of affordable housing units;
3. Substandard housing units;
4. Lack of funding sources to develop more affordable housing units;
5. Lack of ADA compliant units for people with disabilities;
6. lack of affordable housing units for large families of five or more persons;
7. Lack of landlord participation in rental subsidy assistance;
8. Not in My Back Yard (NIMBY); and
9. Other economic factors to include low wage jobs, gap in education/job preparation and workplace needs.

According to NC 2-1-1 Counts, between January 1, 2022 to December 31, 2022, there were 11,985 requests for housing and services. Of those requests, at least 44.4% were for housing and shelter requests. Of the percentage of housing and shelter requests, at least 31.9% were for shelter requests, 24.2% were for low-cost housing requests, 39.3% were for rent assistance, and the remaining were for other housing related requests.

Fleeing, or Attempting to Flee, Domestic Violence, Dating Violence, Sexual Assault, Stalking, or Human Trafficking, as defined by HUD in the Notice

According to the North Carolina Council for Women and Youth Involvement statistics for the 2020-2021 year, there were 300 calls made to an agency's hotline serving the Cumberland County area. There were 420 clients served. Currently, there are only 8 beds designated for

victims of domestic violence in Cumberland County. Victims of domestic violence or human trafficking do not always have access to emergency shelter beds or housing. Many victims and survivors lack income and resources to access housing on their own and usually need financial assistance, long-term case management, counseling, legal services, transportation, and other support services to obtain and maintain housing.

Other populations requiring services or housing assistance to prevent homelessness and other populations at greatest risk of housing instability as defined by HUD in the Notice

The other populations requiring services or housing assistance to prevent homelessness and other populations at greatest risk of housing instability have the same unmet needs as those populations already mentioned earlier.

Identify any gaps within the current shelter and housing inventory as well as the service delivery system:

A deficit in shelter beds for single adults also still exists. According to the 2022 PiT Count, out of the 424 homeless persons without children, 387 persons were unsheltered on the night of the PiT Count. That same night, the local homeless shelter had 20 beds occupied. This was the only shelter available to provide beds to the general homeless population.

The Coordinated Entry System is over-whelmed with inquiries for shelter, housing, and services with very limited resources to refer applicants to.

Under Section IV.4.2.ii.G of the HOME-ARP Notice, a PJ may provide additional characteristics associated with instability and increased risk of homelessness in their HOME-ARP allocation plan. These characteristics will further refine the definition of “other populations” that are “At Greatest Risk of Housing Instability,” as established in the HOME-ARP Notice. If including these characteristics, identify them here:

Cumberland County Community Development Department normally give preference to activities and projects that target populations with income at or below 30% or 50% of the area median income. Cumberland County Community Development Department will not further identify characteristics of other populations.

Identify priority needs for qualifying populations:

Based on the feedback received from the stakeholders, respondents ranked the following activities in order beginning with the highest priority to lowest priority:

1. Development of affordable housing units

2. Acquisition / development of non-congregate shelters; and
3. Tenant-based rental assistance.

Those recommending the development of affordable housing units felt strongly that this activity should be complimented with supportive services that would include more transportation options, housing counseling, and case management (short-term and long-term).

Recommendations for the development of non-congregate shelter ranked high followed by the need for tenant-based rental assistance.

Explain how the PJ determined the level of need and gaps in the PJ's shelter and housing inventory and service delivery systems based on the data presented in the plan:

Quantitative and qualitative data was obtained from the 2015-2019 CHAS, 2022 Point-in-Time Homeless Count, 2022 Housing Inventory Chart, Gaps Analysis report prepared in 2021 by OrgCode Consulting, and feedback obtained from the stakeholder survey. The data was used to prepare an updated assessment of the needs and priorities related to shelter and housing service delivery systems that exist in Cumberland County.

HOME-ARP Activities

Template:

Describe the method(s) that will be used for soliciting applications for funding and/or selecting developers, service providers, subrecipients and/or contractors:

Cumberland County Community Development Department will issue a Request for Applications (RFA) or Request for Proposals (RFP) to solicit entities interested in the development and / or management of the activity(ies). The selection committee will review all proposals received through the RFA/RFP process. The criteria used to review proposals normally consist of reviewing eligibility, capacity, experience, financial feasibility, project readiness, leveraging, and other criteria.

Describe whether the PJ will administer eligible activities directly:

Cumberland County Community Development Department expects to administer most of the activities directly and will subcontract portions involving construction activities.

If any portion of the PJ's HOME-ARP administrative funds are provided to a subrecipient or contractor prior to HUD's acceptance of the HOME-ARP allocation plan because the subrecipient or contractor is responsible for the administration of the PJ's entire HOME-ARP

grant, identify the subrecipient or contractor and describe its role and responsibilities in administering all of the PJ's HOME-ARP program:

Cumberland County Community Development has not used any HOME-ARP funds prior to HUD's acceptance of the HOME-ARP allocation plan.

In accordance with Section V.C.2. of the Notice (page 4), PJs must indicate the amount of HOME-ARP funding that is planned for each eligible HOME-ARP activity type and demonstrate that any planned funding for nonprofit organization operating assistance, nonprofit capacity building, and administrative costs is within HOME-ARP limits.

Template:

Use of HOME-ARP Funding

	Funding Amount	Percent of the Grant	Statutory Limit
Supportive Services	\$ 100,000		
Acquisition and Development of Non-Congregate Shelters	\$ 0		
Tenant Based Rental Assistance (TBRA)	\$ 0		
Development of Affordable Rental Housing	\$ 1,263,270		
Non-Profit Operating	\$ 0	0 %	5%
Non-Profit Capacity Building	\$ 0	0 %	5%
Administration and Planning	\$ 71,751	10 %	15%
Total HOME ARP Allocation	\$ 0		

Describe how the PJ will distribute HOME-ARP funds in accordance with its priority needs identified in its needs assessment and gap analysis:

The development of affordable housing was the top priority need based on feedback from stakeholders. Therefore, the County will utilize \$1,263,270 (88%) for development of affordable rental housing, \$100,000 (7%) for supportive services, and \$71,751 (5%) for administrative and planning.

Describe how the characteristics of the shelter and housing inventory, service delivery system, and the needs identified in the gap analysis provided a rationale for the plan to fund eligible activities:

Based on current inventory, there is a great need for affordable housing. Non-congregate shelter was another high priority indicated by the respondents. Although non-congregate shelter was another top priority need, the use of other funding sources to acquire and develop non-congregate shelter would allow more flexibility in the use of the shelter. Supportive services,

especially case management, is necessary for program participants to successfully achieve self-sufficiency throughout the program. It is important to ensure program participants are able to access much needed services while in housing, to include but are not limited to:

- Mental Health Services
- Transportation
- Employment Opportunities and Job Training
- Health Services
- Childcare services

Administration and planning costs include program oversight, monitoring, coordination, and evaluation.

HOME-ARP Production Housing Goals

Template

Estimate the number of affordable rental housing units for qualifying populations that the PJ will produce or support with its HOME-ARP allocation:

The number of housing units will depend on the amount of other funding sources used by the developer to leverage the total project costs. Cumberland County Community Development Department gives preference to those developers that use their own funding sources to leverage the County's funds to maximize the number of housing units. Most developers the County partners with are able to access additional funding made available through the Low-Income Housing Tax Credit (LIHTC) program. The goal of the County will be to support at least 25 affordable housing units through these funds and other funding resources.

Describe the specific affordable rental housing production goal that the PJ hopes to achieve and describe how the production goal will address the PJ's priority needs:

It is the desire of Cumberland County to meet the needs of all Qualifying Populations but in particular those who are considered hardest to house (chronic homeless, households with incomes below 30% of the AMI, disabled, etc.)

Preferences

A preference provides a priority for the selection of applicants who fall into a specific QP or category (e.g., elderly or persons with disabilities) within a QP (i.e., subpopulation) to receive assistance. A *preference* permits an eligible applicant that qualifies for a PJ-adopted preference to be selected for HOME-ARP assistance before another eligible applicant that does not qualify for a preference. A *method of prioritization* is the process by which a PJ determines how two or more eligible applicants qualifying for the same or different preferences are selected for HOME-ARP assistance. For example, in a project with a preference for chronically homeless, all eligible QP applicants are selected in chronological order for a HOME-ARP rental project except that eligible QP applicants that qualify for the preference of chronically homeless are selected for occupancy based on length of time they have been homeless before eligible QP applicants who do not qualify for the preference of chronically homeless.

Please note that HUD has also described a method of prioritization in other HUD guidance. Section I.C.4 of Notice CPD-17-01 describes Prioritization in CoC CE as follows:

“Prioritization. In the context of the coordinated entry process, HUD uses the term “Prioritization” to refer to the coordinated entry-specific process by which all persons in need of assistance who use coordinated entry are ranked in order of priority. The coordinated entry prioritization policies are established by the CoC with input from all community stakeholders and must ensure that ESG projects are able to serve clients in accordance with written standards that are established under 24 CFR 576.400(e). In addition, the coordinated entry process must, to the maximum extent feasible, ensure that people with more severe service needs and levels of vulnerability are prioritized for housing and homeless assistance before those with less severe service needs and lower levels of vulnerability. Regardless of how prioritization decisions are implemented, the prioritization process must follow the requirements in Section II.B.3. and Section I.D. of this Notice.”

If a PJ is using a CE that has a method of prioritization described in CPD-17-01, then a PJ has preferences and a method of prioritizing those preferences. These must be described in the HOME-ARP allocation plan in order to comply with the requirements of Section IV.C.2 (page 10) of the HOME-ARP Notice.

In accordance with Section V.C.4 of the Notice (page 15), the HOME-ARP allocation plan must identify whether the PJ intends to give a preference to one or more qualifying populations or a subpopulation within one or more qualifying populations for any eligible activity or project.

- Preferences cannot violate any applicable fair housing, civil rights, and nondiscrimination requirements, including but not limited to those requirements listed in 24 CFR 5.105(a).
- The PJ must comply with all applicable nondiscrimination and equal opportunity laws and requirements listed in 24 CFR 5.105(a) and any other applicable fair housing and

civil rights laws and requirements when establishing preferences or methods of prioritization.

While PJs are not required to describe specific projects in its HOME-ARP allocation plan to which the preferences will apply, the PJ must describe the planned use of any preferences in its HOME-ARP allocation plan. This requirement also applies if the PJ intends to commit HOME-ARP funds to projects that will utilize preferences or limitations to comply with restrictive eligibility requirements of another project funding source. **If a PJ fails to describe preferences or limitations in its plan, it cannot commit HOME-ARP funds to a project that will implement a preference or limitation until the PJ amends its HOME-ARP allocation plan.**

For HOME-ARP rental housing projects, Section VI.B.20.a.iii of the HOME-ARP Notice (page 36) states that owners may only limit eligibility or give a preference to a particular qualifying population or segment of the qualifying population if the limitation or preference is described in the PJ's HOME-ARP allocation plan. Adding a preference or limitation not previously described in the plan requires a substantial amendment and a public comment period in accordance with Section V.C.6 of the Notice (page 16).

Template:

Identify whether the PJ intends to give preference to one or more qualifying populations or a subpopulation within one or more qualifying populations for any eligible activity or project:

Cumberland County plans to target all Qualifying Populations. No preference has been identified.

If a preference was identified, explain how the use of a preference or method of prioritization will address the unmet need or gap in benefits and services received by individuals and families in the qualifying population or subpopulation of qualifying population, consistent with the PJ's needs assessment and gap analysis:

No preference has been identified.

Referral Methods

PJs are not required to describe referral methods in the plan. However, if a PJ intends to use a coordinated entry (CE) process for referrals to a HOME-ARP project or activity, the PJ must ensure compliance with Section IV.C.2 of the Notice (page10).

A PJ may use only the CE for direct referrals to HOME-ARP projects and activities (as opposed to CE and other referral agencies or a waitlist) if the CE expands to accept all HOME-ARP qualifying populations and implements the preferences and prioritization established by the PJ in its HOME-ARP allocation plan. A direct referral is where the CE provides the eligible applicant directly to the PJ, subrecipient, or owner to receive HOME-ARP TBRA, supportive services, admittance to a HOME-ARP rental unit, or occupancy of a NCS unit. In comparison, an indirect

referral is where a CE (or other referral source) refers an eligible applicant for placement to a project or activity waitlist. Eligible applicants are then selected for a HOME-ARP project or activity from the waitlist.

The PJ must require a project or activity to use CE along with other referral methods (as provided in Section IV.C.2.ii) or to use only a project/activity waiting list (as provided in Section IV.C.2.iii) if:

1. the CE does not have a sufficient number of qualifying individuals and families to refer to the PJ for the project or activity;
2. the CE does not include all HOME-ARP qualifying populations; or,
3. the CE fails to provide access and implement uniform referral processes in situations where a project's geographic area(s) is broader than the geographic area(s) covered by the CE

If a PJ uses a CE that prioritizes one or more qualifying populations or segments of qualifying populations (e.g., prioritizing assistance or units for chronically homeless individuals first, then prioritizing homeless youth second, followed by any other individuals qualifying as homeless, etc.) then this constitutes the use of preferences and a method of prioritization. To implement a CE with these preferences and priorities, the PJ **must** include the preferences and method of prioritization that the CE will use in the preferences section of their HOME-ARP allocation plan. Use of a CE with embedded preferences or methods of prioritization that are not contained in the PJ's HOME-ARP allocation does not comply with Section IV.C.2 of the Notice (page10).

Template:

Identify the referral methods that the PJ intends to use for its HOME-ARP projects and activities. PJ's may use multiple referral methods in its HOME-ARP program. (Optional):

Not applicable.

If the PJ intends to use the coordinated entry (CE) process established by the CoC, describe whether all qualifying populations eligible for a project or activity will be included in the CE process, or the method by which all qualifying populations eligible for the project or activity will be covered. (Optional):

Not applicable.

If the PJ intends to use the CE process established by the CoC, describe the method of prioritization to be used by the CE. (Optional):

Not applicable.

If the PJ intends to use both a CE process established by the CoC and another referral method for a project or activity, describe any method of prioritization between the two referral methods, if any. (Optional):

Not applicable.

Limitations in a HOME-ARP rental housing or NCS project

Limiting eligibility for a HOME-ARP rental housing or NCS project is only permitted under certain circumstances.

- PJs must follow all applicable fair housing, civil rights, and nondiscrimination requirements, including but not limited to those requirements listed in 24 CFR 5.105(a). This includes, but is not limited to, the Fair Housing Act, Title VI of the Civil Rights Act, section 504 of Rehabilitation Act, HUD's Equal Access Rule, and the Americans with Disabilities Act, as applicable.
- A PJ may not exclude otherwise eligible qualifying populations from its overall HOME-ARP program.
- Within the qualifying populations, participation in a project or activity may be limited to persons with a specific disability only, if necessary, to provide effective housing, aid, benefit, or services that would be as effective as those provided to others in accordance with 24 CFR 8.4(b)(1)(iv). A PJ must describe why such a limitation for a project or activity is necessary in its HOME-ARP allocation plan (based on the needs and gap identified by the PJ in its plan) to meet some greater need and to provide a specific benefit that cannot be provided through the provision of a preference.
- For HOME-ARP rental housing, section VI.B.20.a.iii of the Notice (page 36) states that owners may only limit eligibility to a particular qualifying population or segment of the qualifying population if the limitation is described in the PJ's HOME-ARP allocation plan.
- PJs may limit admission to HOME-ARP rental housing or NCS to households who need the specialized supportive services that are provided in such housing or NCS. However, no otherwise eligible individuals with disabilities or families including an individual with a disability who may benefit from the services provided may be excluded on the grounds that they do not have a particular disability.

Template

Describe whether the PJ intends to limit eligibility for a HOME-ARP rental housing or NCS project to a particular qualifying population or specific subpopulation of a qualifying population identified in section IV.A of the Notice:

Cumberland County does not intend to limit eligibility for a HOME-ARP rental housing or NCS project to a particular qualifying population or specific subpopulation of a qualifying population.

If a PJ intends to implement a limitation, explain why the use of a limitation is necessary to address the unmet need or gap in benefits and services received by individuals and families in the qualifying population or subpopulation of qualifying population, consistent with the PJ's needs assessment and gap analysis:

Not applicable.

If a limitation was identified, describe how the PJ will address the unmet needs or gaps in benefits and services of the other qualifying populations that are not included in the limitation through the use of HOME-ARP funds (i.e., through another of the PJ's HOME-ARP projects or activities):

Not applicable.

HOME-ARP Refinancing Guidelines

If the PJ intends to use HOME-ARP funds to refinance existing debt secured by multifamily rental housing that is being rehabilitated with HOME-ARP funds, the PJ must state its HOME-ARP refinancing guidelines in accordance with [24 CFR 92.206\(b\)](#). The guidelines must describe the conditions under which the PJ will refinance existing debt for a HOME-ARP rental project, including:

- ***Establish a minimum level of rehabilitation per unit or a required ratio between rehabilitation and refinancing to demonstrate that rehabilitation of HOME-ARP rental housing is the primary eligible activity***

Not Applicable. Cumberland County does not intend to use HOME-ARP funds to refinance existing debt secured by multifamily rental housing that is being rehabilitated with HOME-ARP funds.

- ***Require a review of management practices to demonstrate that disinvestment in the property has not occurred; that the long-term needs of the project can be met; and that the feasibility of serving qualified populations for the minimum compliance period can be demonstrated.***

Not Applicable.

- ***State whether the new investment is being made to maintain current affordable units, create additional affordable units, or both.***

Not Applicable.

- ***Specify the required compliance period, whether it is the minimum 15 years or longer.***

Not Applicable.

- ***State that HOME-ARP funds cannot be used to refinance multifamily loans made or insured by any federal program, including CDBG.***

Not Applicable.

- ***Other requirements in the PJ's guidelines, if applicable:***

Not Applicable.

Appendices

- SF 424s and Certifications
- Public Notice of Public Hearing and Comment and Review Period
- HOME-ARP Consultation Survey
- Stakeholders Survey Results
- Gap Analysis Report



HOME-ARP Stakeholder Survey

Cumberland County Community Development Department

The U.S. Department of Housing and Urban Development (HUD) through the Home Investment Partnerships (HOME) Program grant has allocated \$1,435,021 of the American Rescue Plan (ARP) Act of 2021 funds to Cumberland County to perform eligible activities that must primarily benefit qualifying individuals and families who are homeless, at risk of homelessness, or in other vulnerable populations.

Prior to using the HOME-ARP funds, Cumberland County must consult with housing and service providers whose clientele include the Qualifying Populations to identify unmet needs and gaps in housing and service delivery systems. Feedback provided by the service providers and citizens will aide Cumberland County in determining how to best use the HOME-ARP funds to meet the needs of the qualifying populations.

To learn more about the Qualifying Populations, eligible activities, and other information about the HOME-ARP program, please refer to [Cumberland County Community Development Webpage](#) and / or [HUD's website](#).

1. Please rank the Qualifying Populations below beginning with the population you believe should have the highest priority. Please place your mouse over the item and drag the selection to the appropriate ranking level. Note: the selected items will be re-ranked in ascending order.

- 1: Homeless, as defined in section 103(a) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11302(a));
- 2: At-risk of homelessness, as defined in section 401(1) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11360(1));
- 3: Fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking, as defined by the Secretary;
- 4: In other populations where providing supportive services or assistance under section 212(a) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 12742(a)) would prevent the family's homelessness or would serve those with the greatest risk of housing instability;
- 5: Veterans and families that include a veteran family member that meet one of the preceding criteria.

2. Select the supportive services your organization currently offers to the Qualifying Populations:

- ☐ Case Management
- ☐ Legal Services
- ☐ Moving Cost Assistance
- ☐ Employment Assistance
- ☐ Educational Assistance
- ☐ Development of Affordable Housing
- ☐ Rental Assistance (Short-Term/Medium-Term)
- ☐ Emergency Shelter for Homeless Persons
- ☐ Tenant Based Rental Assistance
- ☐ Acquisition / Development of Non-Congregate Units (i.e., Emergency Shelter Providing Individual Rooms Other than a Traditional Homeless Shelter)
- ☐ Not Applicable
- ☐ Other

3. Please select from the list below, the special population you believe has the highest need for housing and services.

- ☐ Single adults and/or two adult households (married/domestic partners/close relatives)
- ☐ Families with children and youth
- ☐ Individuals/family members with a permanent disability that limits housing options
- ☐ Those with chronic physical or mental health conditions requiring supportive services
- ☐ Those with substance use disorders requiring supportive services
- ☐ Those with histories of domestic violence abuse
- ☐ Those with two or more of the following barriers: lack of a high school diploma/GED; illiteracy; low English proficiency; or, a history of unstable employment

4. Please rank the following activities beginning with the activity you believe should have the highest priority. Please place your mouse over the item and drag the selection to the appropriate ranking level. Note: the selected items will be re-ranked in ascending order.

- 1: Development of affordable housing units (incl rehab of existing units)
- 2: Tenant-based rental assistance / Rental assist to prevent homelessness
- 3: Acquisition/development of non-congregate shelters (shelter consisting of private rooms for individuals or families)
- 4: Support Services: homeless prevention, housing counseling, financial assistance, case management

5. What do you see as major barriers to affordable housing? Please select all that is applicable.

- ☐ Acceleration in rent
- ☐ Low supply of affordable housing units
- ☐ Substandard housing units
- ☐ Lack of funding sources to build affordable units
- ☐ Lack of accessibility for people with disabilities
- ☐ Lack of housing units for large families (of 5 or more people)
- ☐ Lack of landlord participation in rental subsidy assistance
- ☐ Land use policies and zoning regulations
- ☐ Not in my backyard (NIMBY)
- ☐ Economic factors (low wage jobs, gap in education/job preparation and workplace needs)
- ☐ Lack of flexibility with program policies and process, too much red tape
- ☐ Other

6. If HOME-ARP funds were used for development of new affordable housing units, would you prefer the option of all units being made available to all of the Qualifying Populations, or making at least 70% available to the Qualifying Populations and making the remaining units available for the rest of the low-to-moderate-income renters?

- ☐ Make all units available to Qualifying Populations
- ☐ Make a minimum of 70% available to the Qualifying Populations and the rest available to other renters of all income levels

7. If HOME-ARP funds were used for tenant-based rental assistance, what type of assistance do you believe should be provided. Please select all that is applicable.

- ☐ Security Deposit
- ☐ Rental Assistance
- ☐ Utility Deposit
- ☐ Utility Payment
- ☐ Other

8. If HOME-ARP funds were used for non-congregate shelter, what do you believe is the area of greatest need for shelter facilities?

- ☐ Costs for increasing EXISTING shelter capacity and operations
- ☐ Costs for the development of NEW shelter facilities
- ☐ Costs associated with increasing access to supportive services
- ☐ Shelter operating costs
- ☐ Administration and planning costs for shelter facilities

9. If HOME-ARP funds were used for providing supportive services, what are the top three services you believe should have the highest priority? Please select up to three services.

- ☐ Housing Counseling (i.e. landlord/tenant rights, housing search, budgeting, credit education/repair, etc (does not include first time home buyer / foreclosure counseling))
- ☐ Mental Health Services
- ☐ Substance Abuse Treatment Services
- ☐ Engagement / Outreach
- ☐ Homelessness Prevention Services
- ☐ Health Services
- ☐ Transportation Services
- ☐ Job Readiness / Employment Assistance
- ☐ Life Skills Training
- ☐ Case Management Services
- ☐ Child Care
- ☐ Legal Services

10. Are there any additional unmet needs / services you see among the Qualifying Populations, or any additional remarks you wish to add?

11. Which type of organization best describes your group or affiliation?

- ☐ Homeless Service Provider - Emergency or Temporary Shelter/housing
- ☐ Homeless Service Provider - Rapid Rehousing or Permanent Supportive Housing
- ☐ Public Housing Authority
- ☐ Domestic Violence Service Provider
- ☐ Veteran Affairs / Veteran's Group
- ☐ Human Relations / Fair Housing / Civil Rights Organization
- ☐ Organization Serving People with Disabilities
- ☐ Organization Serving People Living with HIV/AIDS
- ☐ Other Public Agency (i.e. Local Government, etc.)
- ☐ Continuum of Care
- ☐ Landlord / Property Manager
- ☐ Developer
- ☐ Resident / Advocate
- ☐ Other

12. How long has your organization been operating in the Fayetteville/Cumberland County area?**13. If representing an organization, what is your organization's mission statement or focus area?****14. Name of Person Completing Survey:****15. Name of Organization (If Applicable)**

16. Email Address:

17. Telephone Number:

Submit

HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME) – AMERICAN RESCUE PLAN (ARP)

ALLOCATION PLAN

Presented by:
Cumberland County Community Development Department
707 Executive Place
Fayetteville, NC 28305

Board of Commissioners Meeting
Public Hearing: January 17, 2023 @ 6:45 p.m.

Background

- HUD allocated \$1,435,021 of HOME-ARP funds to Cumberland County
- Prior to using funds, must prepare and submit an Allocation Plan
- Must consult with:
 - Homeless Providers
 - Domestic Violence Service Providers
 - Public Housing Agencies
 - CoC
 - Other Public and Private Agencies that serve the Qualifying Populations
- A Public Hearing must be held
- 2021 Annual Action Plan must be amended
- Allocation Plan must be submitted to HUD for Approval

Qualifying Populations

Homeless

At-Risk of
Homelessness

Fleeing from
Domestic
Violence...

Other
Populations

Eligible Activities

Development of
Affordable Housing

Tenant-Based
Rental Assistance
(TBRA)

Provision of
Supportive
Services

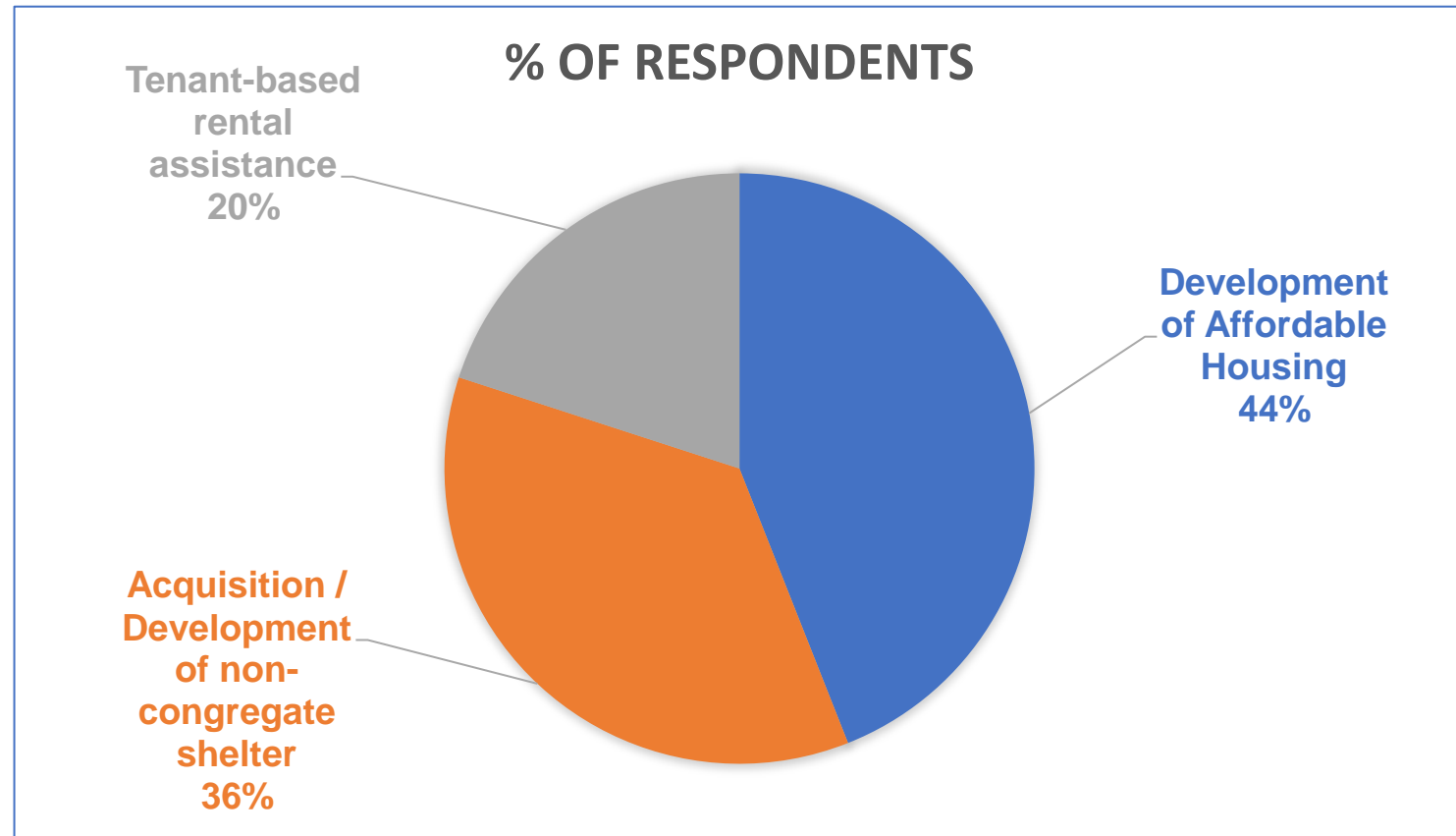
Acquisition and
Development of
non-congregate
shelter units

Assessment of Needs / Consultation

- Survey was utilized to obtain feedback
 - Discussions on how funds should be used, priority needs, Qualifying Populations
- Received 25 responses
- Held one-on-one virtual meetings with 10 providers
- Gap Analysis Report (2021) prepared by OrgCode Consulting was used
- Recent HUD CHAS data was used
- 2022 Point-in-Time Homeless Count / Housing Inventory Chart
- Other Information

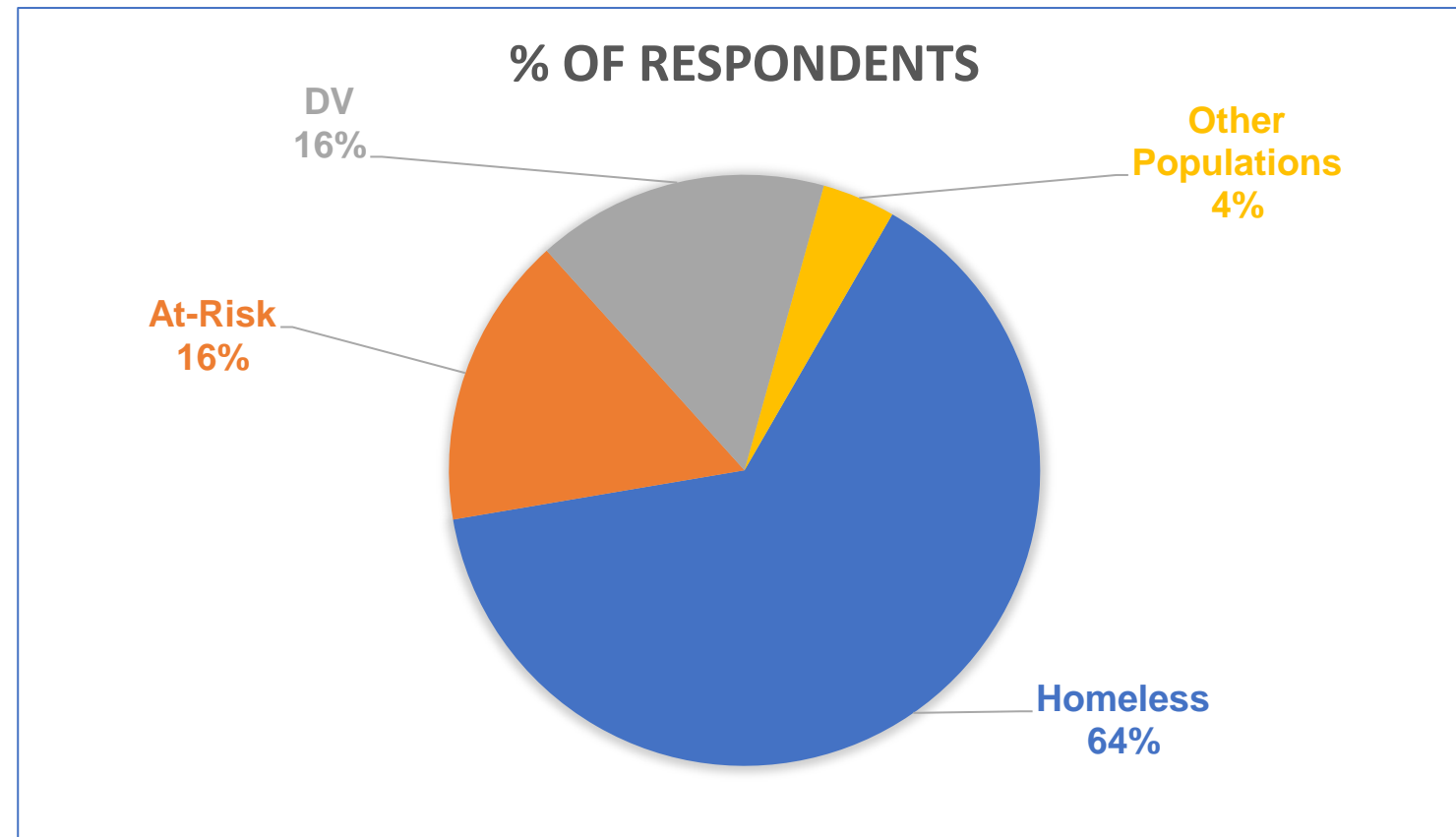
Feedback

Activities considered as high priority



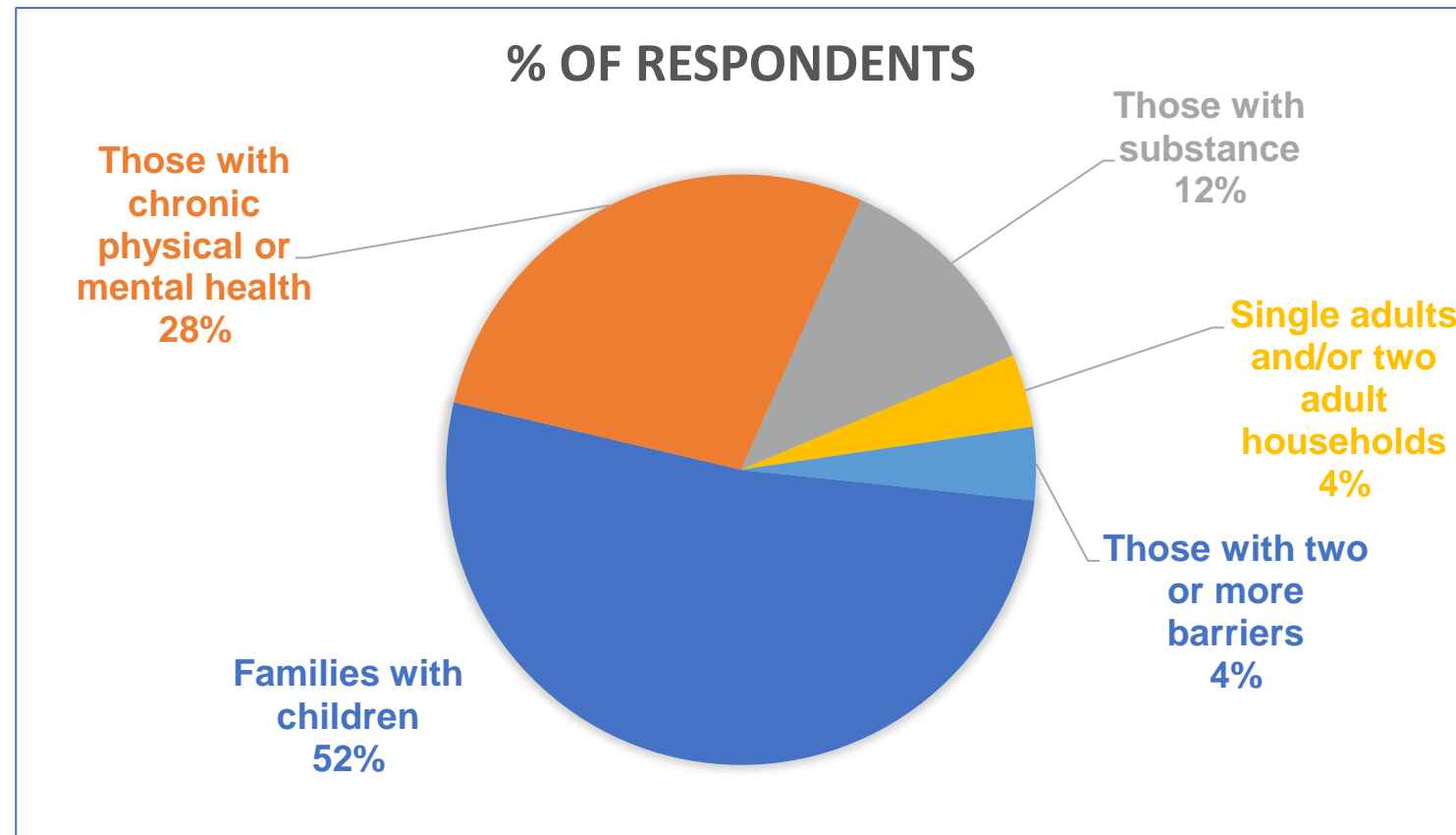
Feedback (Cont'd)

Qualifying Populations considered as high priority



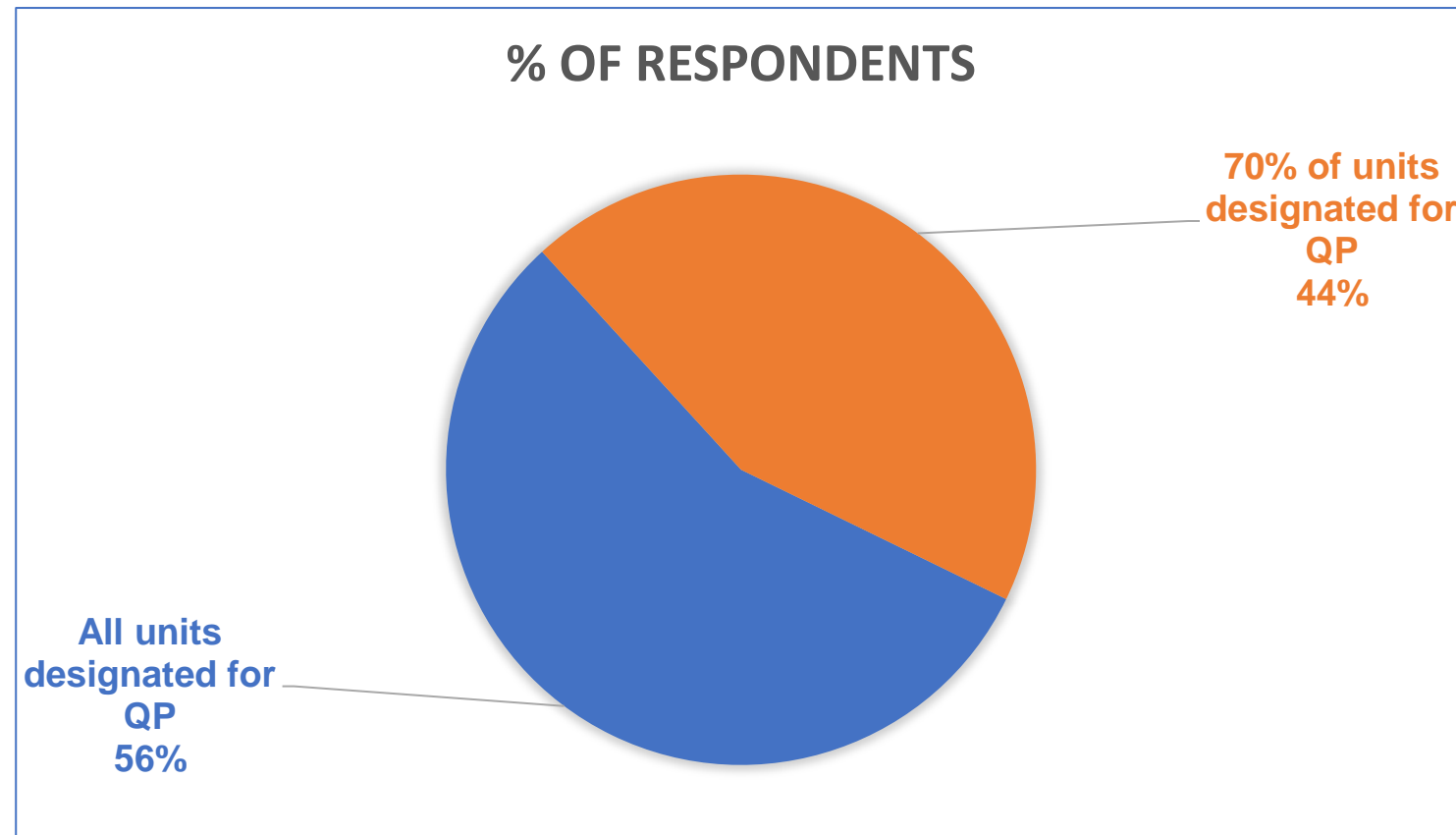
Feedback (Cont'd)

Population types considered as high priority



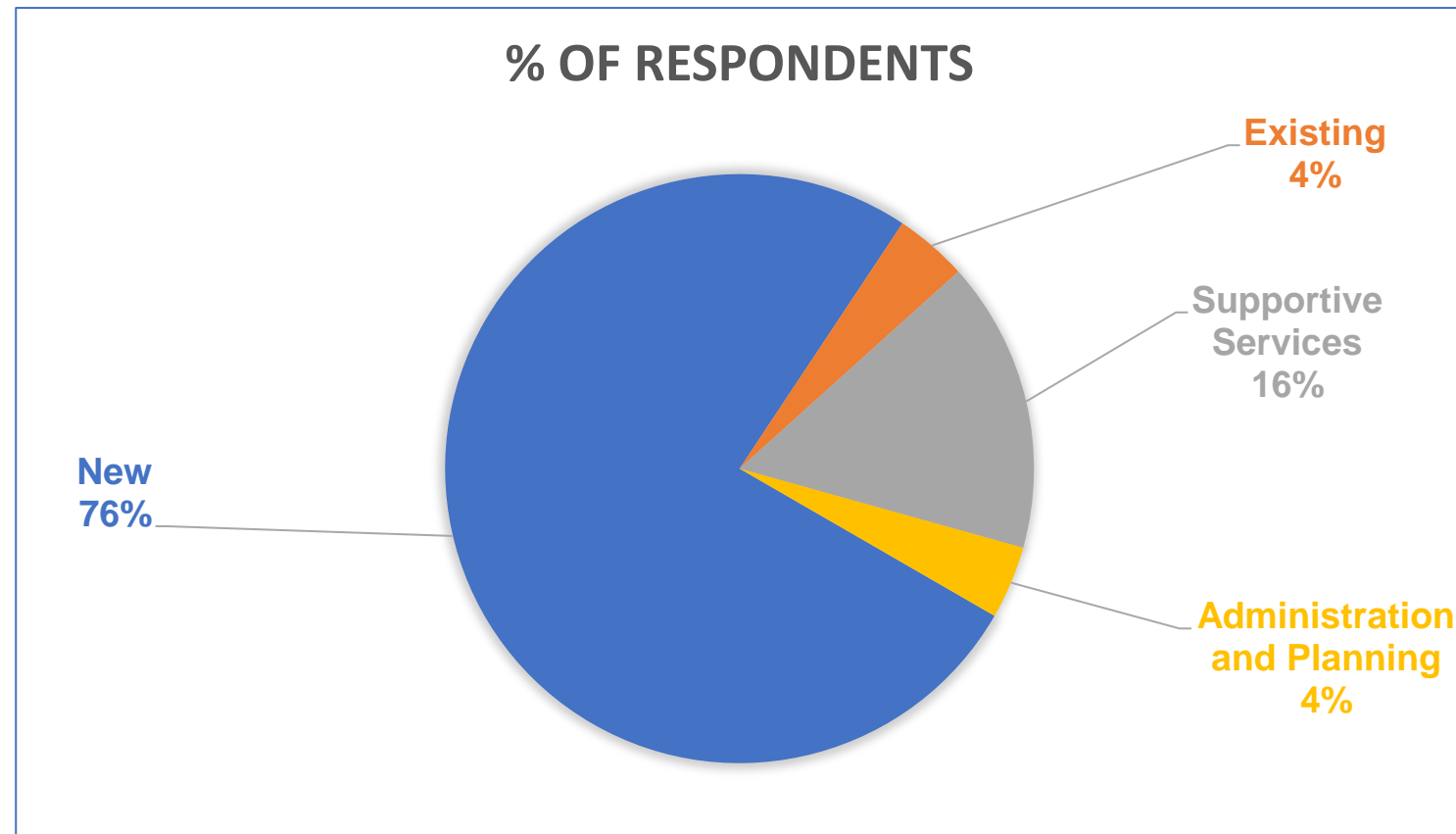
Feedback (Cont'd)

Percentage of units designated for Qualifying Populations



Feedback (Cont'd)

Should Funds be used for New or Existing Non-Congregate Shelter



2022 Point-in-Time Homeless Count

N = 475

Persons in Households without Children (Total = 424)	
Female	136
Male	288

Ages 18 - 24	0
Ages 24 and Over	424

Non-Hispanic	404
Hispanic	20

American Indian, Alaska Native, or Indigenous	11
Asian or Asian American	10
Black, African American, or African	246
Native Hawaiian or Pacific Islander	4
White	96
Multiple Races	57

Persons in Households with Children (Total = 51)	
Female	32
Male	19

Under age 18	30
Ages 18 - 24	1
Ages 24 and Over	20

Non-Hispanic	51
Hispanic	0

American Indian, Alaska Native, or Indigenous	10
Asian or Asian American	0
Black, African American, or African	33
Native Hawaiian or Pacific Islander	2
White	3
Multiple Races	3

Use of HOME-ARP Funding

	Funding Amount	Percent of the Grant	Statutory Limit
Supportive Services	\$ 100,000		
Acquisition and Development of Non-Congregate Shelters	\$ 0		
Tenant Based Rental Assistance (TBRA)	\$ 0		
Development of Affordable Rental Housing	\$ 1,263,270		
Non-Profit Operating	\$ 0	0 %	5%
Non-Profit Capacity Building	\$ 0	0 %	5%
Administration and Planning	\$ 71,751	10 %	15%
Total HOME ARP Allocation	\$ 1,435,021		

Next Steps

- After comment review period (January 13 – 27, 2023), will bring final Allocation Plan to Board of Commissioners for approval at the first February 2023 meeting
- 2021 Annual Action Plan will be amended to include HOME-ARP funds
- Allocation Plan will be submitted to HUD for Approval

Questions or Comments

For more information contact:

**Cumberland County
Community Development
707 Executive Place
Fayetteville, NC 28305
cccdinfo@co.cumberland.nc.us**

910-323-6112

**PUBLIC NOTICE
FOR THE COUNTY OF
CUMBERLAND
PREPARATION OF HOME
INVESTMENT
PARTNERSHIPS
PROGRAM (HOME) -
AMERICAN RESCUE
PLAN (ARP) ACT OF 2021
ALLOCATION PLAN**

The U.S. Department of Housing and Urban Development (HUD) through the Home Investment Partnerships (HOME) Program grant has allocated \$1,435,021 of the American Rescue Plan (ARP) Act of 2021 funds to Cumberland County to perform eligible activities that must primarily benefit qualifying individuals and families who are homeless, at risk of homelessness, or in other vulnerable populations. Prior to using the HOME-ARP funds, Cumberland County is required to prepare an allocation plan to outline how the funds will be used to address the needs of qualifying populations. To begin preparing the allocation plan, Cumberland County must consult with housing and service providers whose clientele



Public Notices

includes the qualifying populations to identify unmet needs and gaps in housing and service delivery systems. Feedback provided by the service providers and citizens will aid Cumberland County in determining how to best use the HOME-ARP funds to meet the needs of the qualifying populations. During the development of the HOME-ARP allocation plan, Cumberland County will hold a public hearing for public review and comment at the Board of Commissioners meeting held on January 17, 2023, at 6:45 p.m. The draft copy of the allocation plan will be made available for public review and comment from January 13, 2023 – January 27, 2023 (5:00 p.m.) at <https://www.cumberlandcountync.gov/departments/community-development-group/community-development/plans-reports/other-current-plans-reports>. A hard copy of the documents may also be accessed by visiting Cumberland County Community Development Department's office at 707 Executive Place, Fayetteville. For additional information regarding the HOME-ARP funds, please refer to the Cumberland County Community Development Department webpage and HUD's website.

ACCESSIBILITY TO MEETINGS AND DOCUMENTS
CCCD is committed to

providing equal access to its facilities, programs, and services for persons with disabilities by holding all meetings in locations that are handicapped-accessible. Individuals requesting any form of reasonable accommodations for public meetings/hearings should do so five (5) business days prior to the advertised meeting. However, if a request is made within five (5) business days, every reasonable effort will be made to accommodate the request. For more information, please contact the Cumberland County Community Development Department at 910-323-6112.

January 8, 2022 8281876

**PUBLIC NOTICE
FOR THE COUNTY OF
CUMBERLAND
PREPARATION OF HOME
INVESTMENT
PARTNERSHIPS
PROGRAM (HOME) –
AMERICAN RESCUE
PLAN (ARP) ACT OF 2021
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The U.S. Department of Housing and Urban Development (HUD) through the Home Investment Partnerships (HOME) Program grant has allocated \$1,435,021 of the American Rescue Plan (ARP) Act of 2021 funds to Cumberland County to perform eligible activities that must primarily benefit qualifying individuals and families who are homeless, at risk of homelessness, or in other vulnerable populations. Prior to using the HOME-ARP funds, Cumberland County is required to prepare an allocation plan to outline how the funds will be used to address the needs of qualifying populations. To begin preparing the allocation plan, Cumberland County must consult with housing and service providers whose clientele include the qualifying populations to identify unmet needs and gaps in housing and service delivery systems. Feedback provided by the service providers and citizens will aid Cumberland County in determining how to best use the HOME-ARP funds to meet the needs of the qualifying populations. During the development of the HOME-ARP allocation plan, Cumberland County will hold a public hearing for public review and comment at the Board of Commissioners meeting held on January 17, 2023, at 6:45 p.m. The draft copy of the allocation plan will be made available

Public Notices

for public review and comment from January 13, 2022 – January 27, 2022 (5:00 p.m.).

The survey can be completed and submitted by accessing the link on the Cumberland County Community Development's webpage. To access the survey and additional information regarding the HOME-ARP funds, please refer to the link below:

Website:
<https://www.cumberlandcountync.gov/departments/community-development-group/community-development/public-notices---citizen-participation/activities-events>.

The survey and other documents may also be accessed by visiting Cumberland County Community Development Department's office at 707 Executive Place, Fayetteville.

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CCCD is committed to providing equal access to its facilities, programs and services for persons with disabilities by holding all meetings in locations that are handicapped accessible. Individuals requesting any form of reasonable accommodations for public meetings/hearings should do so five (5) business days prior to the advertised meeting. However, if a request is made within the five (5) business days, every reasonable effort will be made to accommodate the request.

For more information, please contact the Cumberland County Community Development Department at 910-323-6112.



PLANNING AND INSPECTIONS DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JANUARY 17, 2023

TO: BOARD OF COUNTY COMMISSIONERS

FROM: CUMBERLAND COUNTY JOINT PLANNING BOARD

DATE: 1/5/2023

SUBJECT: CASE ZON-22-0043

BACKGROUND

ZON-22-0043: Rezoning from A1 Agricultural District to RR Rural Residential/CZ Conditional Zoning District or to a more restrictive zoning district for 106.75 +/- acres; located east of Hummingbird Place and west of Maxwell Road; submitted by George Rose (applicant) on behalf of Astrakel International LTD (owner).

RECOMMENDATION / PROPOSED ACTION

Planning Board Action: Recommended denial of the rezoning request from A1 Agricultural District to RR/CZ Rural Residential Conditional Zoning District at the November 15, 2022 meeting for the reasons stated and as fully reflected in the minutes of the Planning Board Meeting which are incorporated herein by reference.

Staff Recommendation: In Case ZON-22-0043, Planning and Inspections staff recommends approval of the rezoning request from A1 Agricultural District to RR/CZ Rural Residential Conditional Zoning District. Staff finds that the request is consistent with the Eastover Area Land Use Plan which calls for "Rural Density Residential" at this location. Staff also finds that the request is reasonable and in the public interest as the requested district is compatible to and in harmony with the surrounding land use activities and zoning.

If the Board of Commissioners wishes to follow the recommendation of the Planning Board in this case, the following motion is appropriate:

MOTION:

In Case ZON-22-0043, I move to deny the rezoning request from A1 Agricultural District to RR Rural

Residential/CZ Conditional Zoning District at this location. The Board finds the request is not consistent with the Eastover Area Land Use Plan which calls for “Rural Density Residential” at this location. The Board also finds that the request is not reasonable or in the public interest as the requested district is not compatible to or in harmony with the surrounding land use activities and zoning due to concerns of water retention, stormwater runoff, and other environmental impacts.

If the Board of Commissioners does not wish to follow the recommendation of the Planning Board in this case, the following motion is appropriate:

MOTION:

In Case ZON-22-0043, I move to approve the rezoning request from A1 Agricultural District to RR Rural Residential/CZ Conditional Zoning District and find that the request is consistent with the Eastover Area Land Use Plan which calls for “Rural Density Residential” at this location. The request is reasonable and in the public interest as it is in harmony with and compatible to the character of the surrounding land uses and zoning.

ATTACHMENTS:

Description	Type
Case ZON-22-0043	Backup Material

Renee Paschal
Interim County Manager

Sally Shutt
Assistant County Manager



Rawls Howard
Director

David Moon
Deputy Director

Planning & Inspections Department

JANUARY 5, 2023

MEMO TO: Cumberland County Board of Commissioners

FROM: Cumberland County Joint Planning Board

SUBJECT: **ZON-22-0043:** Rezoning from A1 Agricultural District to RR Rural Residential / CZ Conditional Zoning District or to a more restrictive zoning district for 106.75 +/- acres; located east of Hummingbird Place and west of Maxwell Road; submitted by George Rose (applicant) on behalf of Astrakel International LTD (owner).

ACTION: Recommended denial of the rezoning request from A1 Agricultural District to RR/CZ Rural Residential Conditional Zoning District at the November 15, 2022 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 15, 2022

Mr. Moon presented the case information and photos.

There were people signed up to speak in favor and in opposition.

In Case ZON-22-0043, Planning and Inspections staff recommends approval of the rezoning request from A1 Agricultural District to RR/CZ Rural Residential Conditional Zoning District. Staff finds that the request is consistent with the Eastover Area Land Use Plan which calls for "Rural Density Residential" at this location. Staff also finds that the request is reasonable and in the public interest as the requested district is compatible to and in harmony with the surrounding land use activities and zoning.

Mr. Howard stated that the differences between what they are seeing this time and what they saw last time are primarily the lot size and the setbacks.

Mr. Scott Flowers spoke in favor. Mr. Flowers stated that this is a logical location for this development, you are not looking at the same problems as the last case with traffic density. It's an ideal location as water and sewer are being brought in, they went from fifteen thousand square feet to twenty thousand square feet lots, zero lot line setbacks to regular setbacks, and this case was approved by staff. This is the right kind of development for Cumberland County.

Renee Paschal
Interim County Manager

Sally Shutt
Assistant County Manager



Rawls Howard
Director

David Moon
Deputy Director

Planning & Inspections Department

Mr. George Rose spoke in favor. Mr. Rose stated that the developer scheduled two community meetings and worked with the town and at the last meeting there were three people who showed up. The same speakers who were here before, the developers have tried to work with them, Mr. Rose stated that he thinks they just don't want development next to them.

Mr. Burton said that his concerns were with the hydric soils.

Mr. Rose said that a soil scientist went out and investigated the site for wetlands and existing ground water conditions. Hydric soils can be a challenge, but not so much where you can't build on them. There are ways to handle the ground water so that you can still build on it.

There were questions from the Board about how water would get into the stormwater retention ponds.

Mr. Rose said the side ditches would be graded to the retention ponds. There are a series of ponds and that will evolve with the final design. The ponds will be designed so the runoff from them does not exceed any predevelopment flows. They would be sized to contain, at a minimum, the ten-year storm.

Mr. Burton asked where the water goes after the basins fill up.

Mr. Rose stated that the basins wouldn't overflow except in an extreme storm and they are not required by the State to design for anything above the ten-year storm. So, they would be meeting the State's requirements for stormwater.

Mrs. Moody asked who was responsible for maintaining the ditches.

Mr. Rose said the Department of Transportation (DOT) will accept the roadways after a certain number of homes have been built and maintain it.

Ms. Donna Wilson spoke in opposition. Ms. Wilson stated that her concerns are with water. When it rains, you sink. She also has concerns with increased traffic.

Mr. Wayne Bullock said that he was for and against. Mr. Bullock stated that his concerns are with water and feels that canals will be needed. Mr. Bullock said that he was concerned about how to get the water out. Otherwise, he is for development.

Ms. Robin Bridges spoke in opposition. Ms. Bridges stated that this request was not compatible with the area. Ms. Bridges said that the area is swampy and that this development would bring traffic congestion and backups.

Renee Paschal
Interim County Manager

Sally Shutt
Assistant County Manager



Rawls Howard
Director

David Moon
Deputy Director

Planning & Inspections Department

Public meeting closed.

Mr. Stewart asked if the street was a part of conditional zoning.

Mr. Howard said that it was.

Mr. Scott Flowers spoke in rebuttal to address some of the concerns that were raised. Mr. Flowers said that the speakers had legitimate concerns, but the whole thing is about appropriate development, and the plan presented is appropriate development.

Mr. Rose stated that they had addressed all of the concerns that came up at the last meeting and still feels confident that when this goes before the Board of Commissioner's again, they will be in favor of it and confident that they can make the development work.

Mr. Lloyd asked if Mr. Rose revised his stormwater to include thousand-year flood how many developments would be in this County.

Mr. Rose said there would be none. You couldn't design for that type of storm. Mr. Rose went on to explain the difference between the type of storms.

Mr. Lloyd asked Mr. Howard about the number of lots from the first time they heard this case to now and asked about the setbacks.

Mr. Howard said it went from 195 to 168 lots and to standard setbacks for the lots.

Mr. Lloyd asked what the Planning Board vote was last time for their previous request.

Mr. Howard said it was a 5 – 4 vote to approve the previous request at the Planning Board.

In Case ZON-22-0043, Mrs. Moody made a motion, seconded by Mr. Lloyd to recommend approval of the rezoning request from A1 Agricultural District to RR/CZ Rural Residential Conditional Zoning District. The Board finds that the request is consistent with the Eastover Area Land Use Plan which calls for "Rural Density Residential" at this location. The Board also finds that the request is reasonable and in the public interest as the requested district is compatible to and in harmony with the surrounding land use activities and zoning. The motion failed with Mr. Stewart, Mr. Baker, Mr. Burton, Chair Crumpler, Mr. Walters, and Mr. Williams voting against.

Renee Paschal
Interim County Manager

Sally Shutt
Assistant County Manager



Rawls Howard
Director

David Moon
Deputy Director

Planning & Inspections Department

In Case ZON-22-0043, Chair Crumpler made a motion, seconded by Mr. Baker to recommend denial of the rezoning request from A1 Agricultural District to RR/CZ Rural Residential Conditional Zoning District. The Board finds that the request is not consistent with the Eastover Area Land Use Plan which calls for "Rural Density Residential" at this location. The Board also finds that the request is not reasonable or in the public interest as the requested district is not compatible to or in harmony with the surrounding land use activities and zoning due to concerns of water retention, stormwater runoff, and other environmental impacts. The motion for denial passed with Mr. Lloyd, Mrs. Moody, and Mrs. McLaughlin voting against the denial.

First Class and Record Owners' Mailed Notice Certification

A certified copy of the tax record owner(s) of the subject and adjacent properties and their tax record mailing address is contained within the case file and is incorporated by reference as if delivered herewith. The record owners' certified receipt of notice is also included.

Historic Cumberland County Courthouse | 130 Gillespie Street | P.O. Box 1829
Fayetteville, North Carolina 28301 | Phone: 910-678-7600 | Fax: 910-678-7631

cumberlandcountync.gov

REQUEST

Rezoning A1 to RR/CZ

Applicant requests a rezoning from A1 Agricultural District to RR/CZ Rural Residential Conditional Zoning District for ten parcels of approximately 106.04 +/- combined acres located off Hummingbird Place, as shown in Exhibit "A". All parcels are under the same ownership. Nine parcels are currently vacant or wooded land, but one parcel (REID 0477402183000) along Hummingbird Place is occupied by a single-family home. The intent of the property owner is to recombine and subdivide, creating a proposed zero-lot-line subdivision with a maximum of 168 residential lots having a minimum lot size of 20,000 sq. ft. The project is planned in two phases with Phase 1 proposing 54 lots and Phase 2 with 114 lots. Phase 2 cannot proceed to construction until a second road access connection to Maxwell Road is obtained by the project owner.

The proposed Conditional Zoning Site Plan appears in Exhibits "B" to "E" (attached) and the Conditional Zoning use and development conditions appear in Exhibit "F". While the RR zoning district allows manufactured homes as a permitted use, the conditional zoning prohibits them.

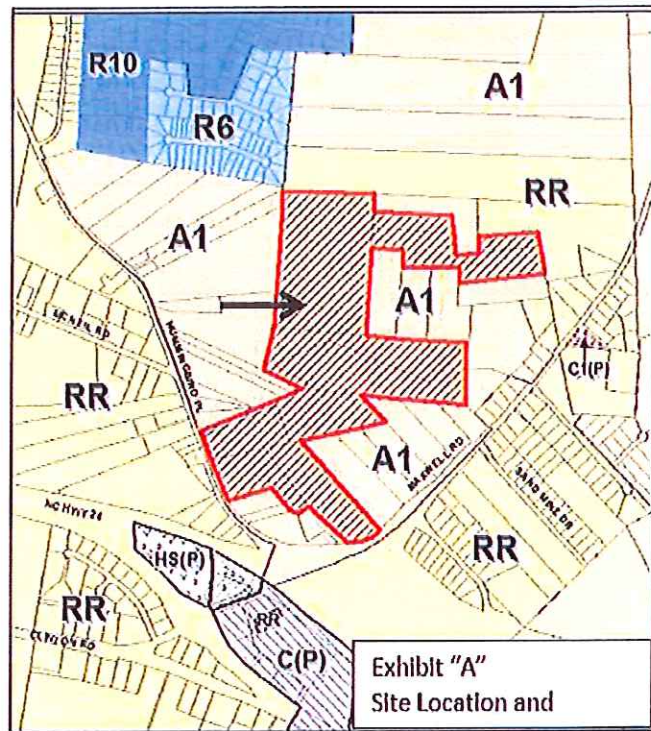
PROPERTY INFORMATION

OWNER/APPLICANT: Astrakel International LTD (Owner); George Rose, P.E. (Applicant)

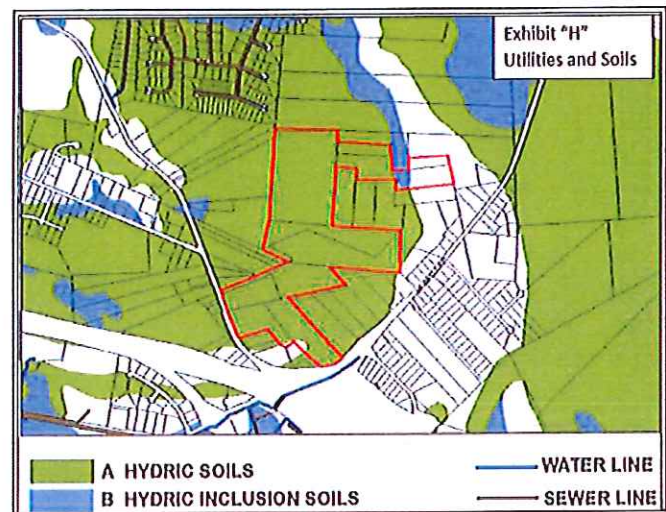
ADDRESS/LOCATION: Refer to Exhibit "A", Location and Zoning Map. REID number: 0477407361000, 0477529285000, 0477614952000, 0477402183000, 0476494728000, 0476590576000, 0477629056000, 0477600910000, 0477510886000, 0477505792000

SIZE: 106.04 +/- acres within 10 parcels. Road frontage along Hummingbird Place is 755 +/- feet. Road frontage along Maxwell Road is 369 +/- feet. The property has a varying depth due to its irregular shape but is approximately 3,611 +/- feet in length at its deepest point.

EXISTING ZONING: The subject property is currently zoned A1 Agricultural District, as shown in Exhibit "A". 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: Nine parcels are currently vacant or wooded land, but one parcel (0477402183000) has a single-family home located on it. Exhibit "G" shows the existing use of the subject property.



SURROUNDING LAND USE: Exhibit "G" illustrates the following:

- **North:** Wooded land and Baywood residential subdivision with single family and duplex homes
- **East:** Wooded lands and single-family subdivisions
- **West:** Wooded lands and single-family home parcels
- **South:** Wooded lands and single-family homes

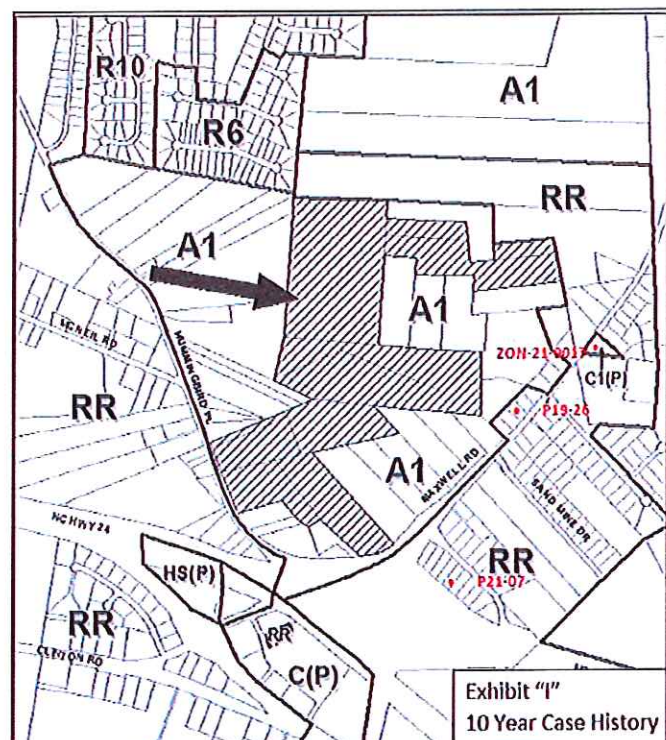
OTHER SITE CHARACTERISTICS: The site is not located in a Watershed Protection Area or within a Flood Zone Hazard Area. The subject property, as delineated in Exhibit "H", illustrates presence of hydric and hydric inclusion soils on the entirety of the property.

TEN YEAR ZONE CASE HISTORY:

Exhibit "I" denotes the location of the zoning case history described below.

- P19-26; Approved A1 to RR
- P21-07; Approved C(P) to RR
- ZON-21-0017; Approved RR & C1(P) to C1(P)

DEVELOPMENT REVIEW: Subdivision review (Recombination Plat and Subdivision Plan) by County Planning & Inspections will be required before any development. The project is proposed to occur in two phases. The second phase cannot commence construction until a second road access is connected at one of the two additional road connections leading to Maxwell Road.



DIMENSIONAL PROVISIONS FOR REQUESTED DISTRICT:

Minimum Standard	A1 (Existing Zoning)	RR	RR/CZ* (Proposed)
Front Yard Setback	50 feet	30 feet	30 feet
Side Yard Setback	20 feet (one story) 25 feet (two story)	15 feet	15 feet
Rear Yard Setback	50 feet	35 feet	35 feet
Lot Area	2 acres	20,000 sq. ft.	20,000 sq. ft.
Lot Width	100'	100'	85'

DEVELOPMENT POTENTIAL (BASED ON MAXIMUM ALLOWED DENSITY):

Existing Zoning (A1)	RR*	Proposed Zoning (RR/CZ) **
53 lots	232 lots	168 lots

(*) Calculation based on the following:

- Assumes 100% of land is usable for development based on maximum allowed density for the zoning district. For conventional zoning, maximum density is not feasible once land for roads and open considered.
- Calculation: (total developable area)/minimum lot size for zone district.
- Section 202 (A): Lot count may be rounded-up when a fraction occurs. When any requirement of this ordinance results in a fraction of a unit, a fraction of one-half or more shall be considered a whole unit, and a fraction of less than one-half shall be disregarded.

(**) based on the conditional zoning site plan appearing in Exhibit "B" to "E"

MAXIMUM ALLOWED DENSITY:

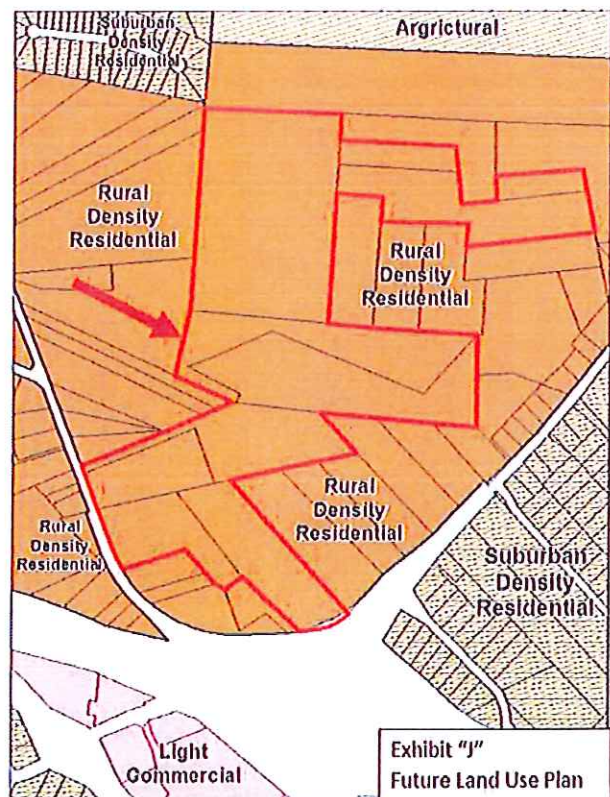
Allowed (A1): 0.5 du/ac	RR: 2.2 du/ac	Proposed (RR/CZ): 1.58 du/ac
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COMPREHENSIVE PLANS: This property is located within the Eastover Area Land Use Plan (2018), as shown in Exhibit "J". The future land use designation of the property is "Rural Density Residential". The proposed request is consistent with the adopted Land Use Plan.

Residential Development Goal:

Provide for a full range of housing types with adequate infrastructure throughout that is in harmony with the surrounding areas and accommodates the future needs of the residents while maintaining the character of the area.

- Improve and/or add street lighting in residential areas.
- Use development techniques that preserve the rural character of the area.
- Encourage more than one means of ingress/egress in new residential subdivisions and connectivity to existing subdivisions. (Eastover Area Land Use Plan, p. 49.)



IMPACTS ON LOCAL INFRASTRUCTURE AND/OR FACILITIES

UTILITIES: PWC water and sewer lines are available along the Maxwell Road frontage. It is the responsibility of the applicant to determine if these utilities will adequately serve their development. Information regarding availability of water and sewer lines is shown on Exhibit "I". Sewer lines will need to be extended to the project. Water lines are currently located along Maxwell Road. The Conditions of Approval require the project to connect to central water and sewer.

TRANSPORTATION: According to the Fayetteville Area Metropolitan Planning Organization (FAMPO), the subject parcels are located on Hummingbird Place, which is identified as a local road in the Metropolitan Transportation Plan. There are no roadway construction improvement projects planned and the subject property will have no significant impact on the Transportation Improvement Program. In addition, there is no 2020 AADT for Hummingbird Place as well, there is no available road capacity data.

SCHOOLS CAPACITY/ENROLLMENT:

School	Capacity	Enrollment
Armstrong Elementary	441	389
Mac Williams Middle	1164	1141
Cape Fear High	1476	1519

Source: Cumberland County Public Schools

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 stated to ensure all applicable fire department access requirements are met in accordance with Section 503 of the 2018 NC Fire Code, to ensure fire protection water supply requirements are met in accordance with Section 507 of the 2018 NC Fire Code, and the additional access will be required to be completed prior to the start of Phase 2 of this project.

SPECIAL DISTRICTS: The property is not located within the Fayetteville Regional Airport Overlay District or within five miles of Fort Bragg Military Base.

CONDITIONS OF APPROVAL: This is a conditional zoning with a conceptual subdivision plan, Exhibit "F" provides the proposed zoning and development conditions. The proposed conditional zoning site plan (conceptual subdivision plan) appear as an exhibit to the "Conditional Zoning Conditions of Approval" and in more detail within Exhibits "B" through "E".

STAFF RECOMMENDATION

In Case ZON-22-0043, Planning and Inspections staff **recommends approval** of the rezoning request from A1 Agricultural District to RR/CZ Rural Residential Conditional Zoning District. Staff finds that the request is consistent with the Eastover Area Land Use Plan which calls for "Rural Density Residential" at this location. Staff also finds that the request is reasonable and in the public interest as the requested district is compatible to and in harmony with the surrounding land use activities and zoning.

Attachments:
Conditional Site Plan
Condition Sheet
Notification Mailing List
Application

Exhibit "B" Conditional Zoning Site Plan

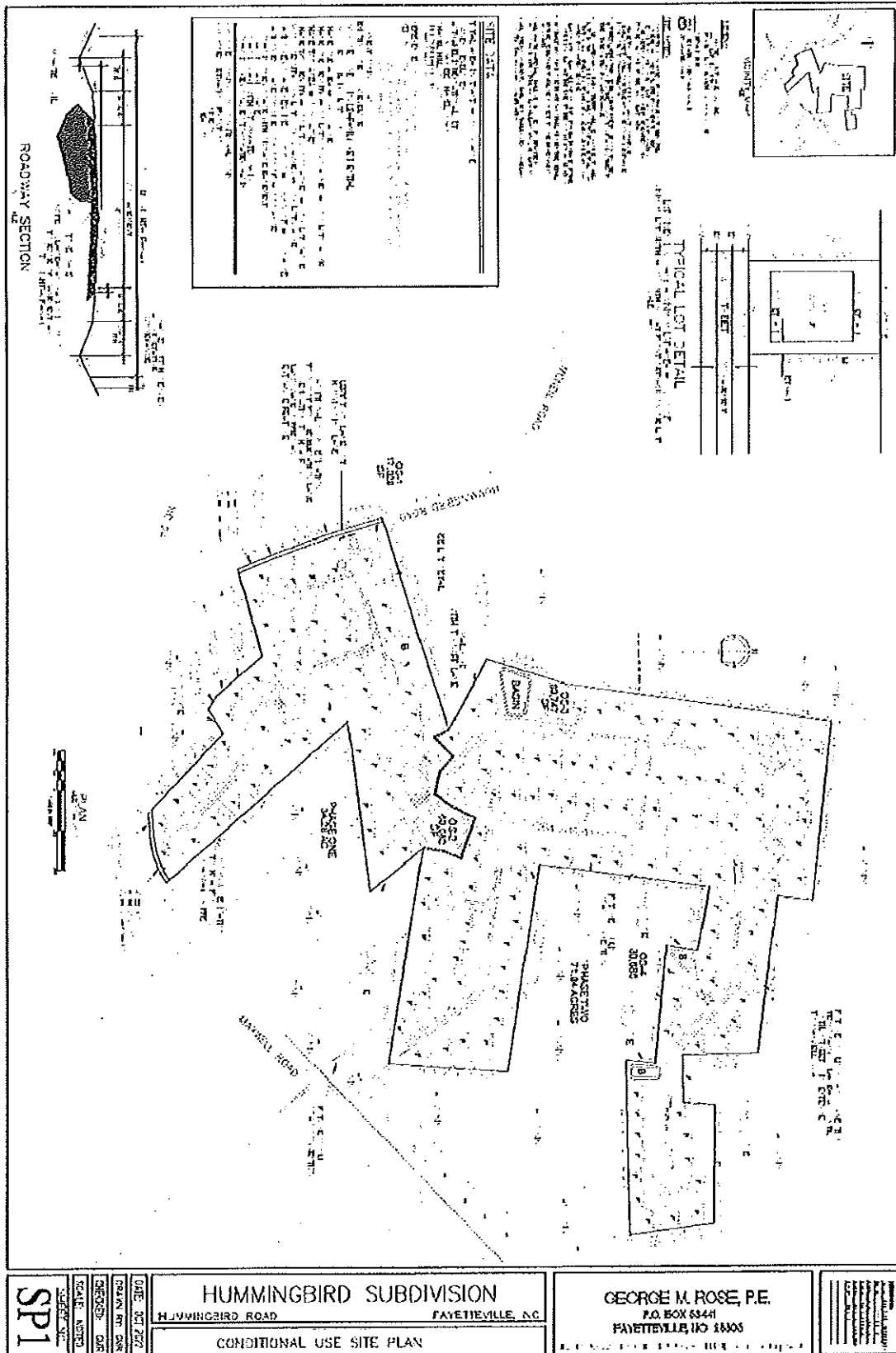
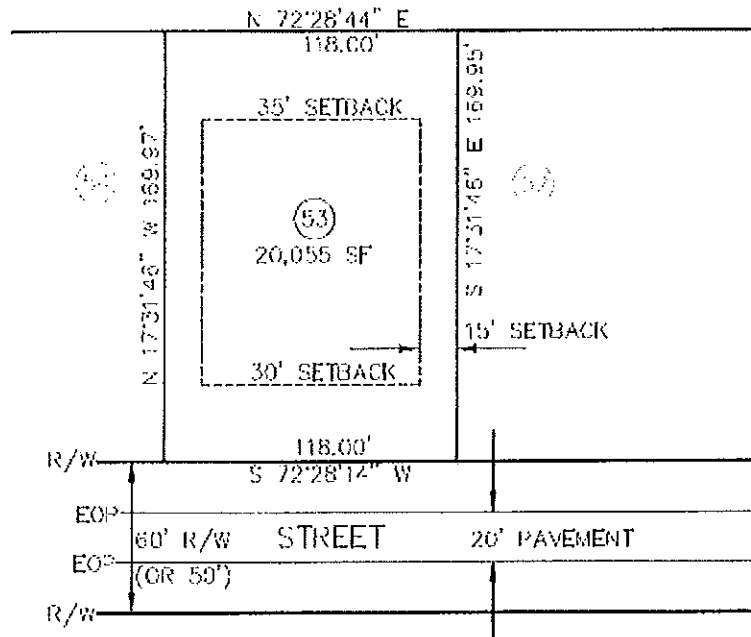


Exhibit "C"

Conditional Zoning Site Plan

SITE NOTES

1. PROPERTY BOUNDARIES SHOWN HAVE NOT BEEN FIELD SURVEYED AND WERE PLOTTED FROM EXISTING DEED DESCRIPTIONS, RECORDED PLATS AND GIS INFORMATION. SOME METES & BOUNDS SHOWN WERE GENERATED USING FORCED CLOSURE OF DEED AND PLAT DATA.
2. PHASE TWO OF THIS SUBDIVISION CANNOT COMMENCE DEVELOPMENT UNTIL SUCH TIME AS A SECONDARY ENTRANCE IS SECURED TO MAXWELL ROAD.
3. STREETS WITHIN THIS DEVELOPMENT ARE TO BE CONSTRUCTED TO NCDOT STANDARDS FOR THE PURPOSES OF ADDING THEM TO THE STATE SYSTEM FOR MAINTENANCE.
4. PUBLIC WATER AND SEWER UTILITIES WILL BE PROVIDED TO ALL LOTS IN THIS SUBDIVISION BY DEVELOPMENT OF A CENTRAL PUMP STATION AND SEWER FORCE MAIN FOR SEWER SERVICE AND PWC WATER FOR WATER SERVICE.
5. LANDSCAPING PLAN WILL BE PROVIDED FOR EACH PHASE OF THE SUBDIVISION PLAN AT THE TIME OF THE SUBDIVISION APPLICATION.
6. ASPHALT AND BASE SPECIFICATIONS SHALL BE PER THE DETAILS.
7. ENTIRE DEVELOPMENT WILL BE SUBJECT TO ONE HOMEOWNERS ASSOCIATION.
8. ALL WASTE MATERIAL SHALL BE DISPOSED OF OFF-SITE IN ACCORDANCE WITH STATE AND LOCAL LAWS AND REGULATIONS.
9. ALL SITE IMPROVEMENTS SHALL BE INSTALLED PER CUMBERLAND COUNTY STANDARDS AND SPECIFICATIONS.



TYPICAL LOT DETAIL

(LOT DIMENSIONS VARY - MINIMUM LOT AREA = 20,000 SF)
 (MINIMUM LOT WIDTH = 85' WITH 40' AT FRONT SETBACK ON PIE LOTS)
 SCALE 1"=50'

SITE DATA

TOTAL AREA IN TRACT = 106.04 ACRES

OWNER/DEVELOPER:

ASTRAKEL INTERNATIONAL, LTD

335 W. BARBEE CHAPEL ROAD

CHAPEL HILL, NC 27517

ghrj@ghrj-pa.com

910-587-2699

REFERENCE: DB 1343 PG 786

REID NO: 0477407361, 0477529285000, 0477614952000,
0477402183000, 0476484728000, 0476590576000,
0477629058000, 0477505792000, 0477600910000,
0477510886000

CURRENT ZONING: A1

EXISTING USE: UNDEVELOPED

PROPOSED USE: SINGLE-FAMILY RESIDENTIAL

PROPOSED BUILDING LOTS: 168

PHASE ONE AREA = 34.28 ACRES

PHASE ONE DENSITY = 54 LOTS/34.28 ACRES = 1.58 LOTS/ACRE

PHASE TWO AREA = 71.84 ACRES

PHASE TWO DENSITY = 114 LOTS/71.84 ACRES = 1.59 LOTS/ACRE

GROSS DENSITY: 168 LOTS/106.12 ACRES = 1.58 LOTS/ACRE

PARK/OPEN SPACE REQUIRED: $168(800) = 134,400$ SF = 3.09 ACRES

PARK/OPEN SPACE PROVIDED: 197,543 SF = 4.53 ACRES

OS-1 IS OPEN SPACE WITH SIGNAGE EASEMENT

OS-2 IS PARK SPACE

OS-3 IS PARK WITH STORMWATER BASIN

OS-4 IS OPEN SPACE STORMWATER BASIN

PROPOSED ZONING: RR CONDITIONAL ZONING

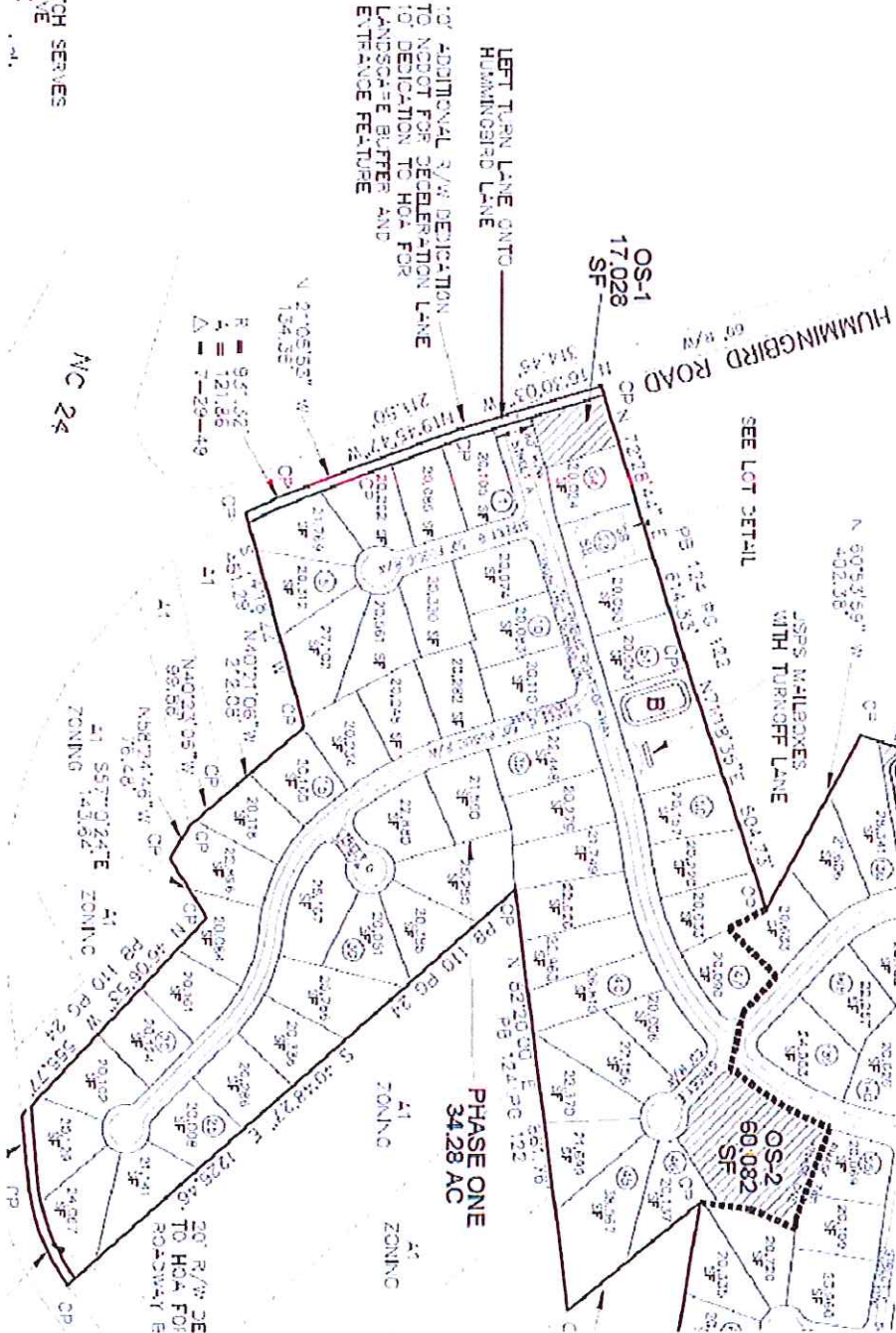
PROPOSED SETBACKS: FRONT 30'

SIDE 15'

REAR 35'

Exhibit "D" Conditional Zoning Site Plan - Phase 1

SEC. DITCH SERVICES
ELECTRICAL
ELEVANCE



Conditional Zoning Site Plan – Phase 2

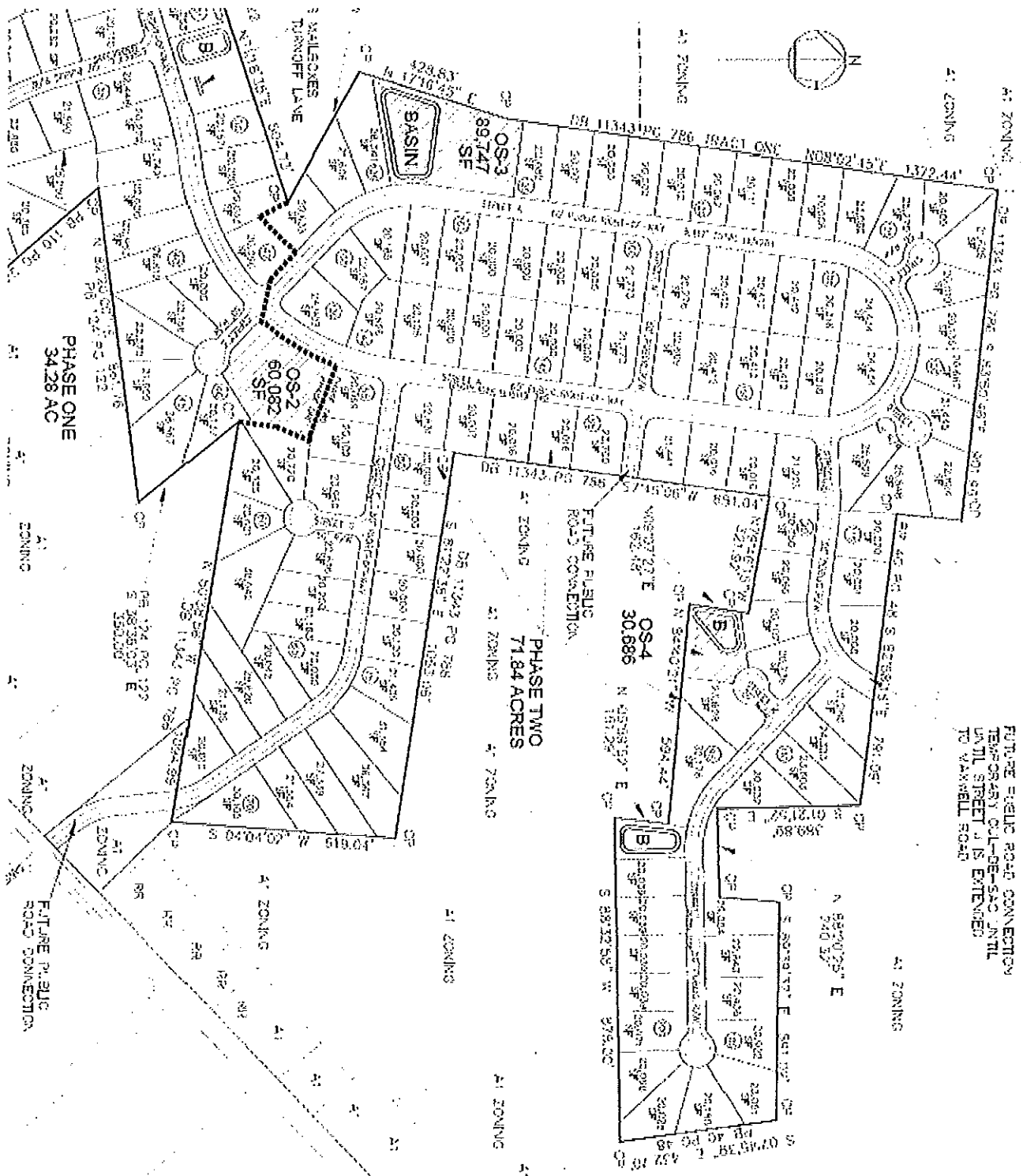


Exhibit "F"

CONDITIONAL ZONING CONDITIONS OF APPROVAL CASE ZON-22-0043

RR/CZ RESIDENTIAL/CONDITIONAL ZONING DISTRICT

Ordinance Related Conditions *For up to a 168 Lot Zero Lot Line Subdivision*

A. Applicability: All use and development of the property applicable to this Conditional Zoning (ZON-22-043) and as delineated in Exhibit "A" shall occur consistent with the standards and requirements of the RR Rural Residential Zoning District unless otherwise stated herein. If any standards herein are inconsistent with the Zoning or Subdivision ordinance, the conditions set forth herein shall supersede and apply to the development of the property delineated in Exhibit "A."

B. Permitted and Prohibited Uses.

1. Uses within residential lots are limited to single-family residential and associated accessory uses. Group development, including duplexes and multi-family housing are not allowed. Manufactured homes are not allowed, including Class "A", "B", and "C". Mother-in-law or guest housing is allowed on the same lot as the primary residential structure, but such accessory dwelling unit shall not have a kitchen in order to qualify as insubordinate and accessory to the primary residential structure.

2. Common areas shall only be used for open space, parks and recreation, stormwater facilities, buffer areas or public utilities as declared within the CZ Site Plan shown within Exhibit "A".

3. The development is limited to a maximum of 168 single family lots.

C. Development Standards

1. Site Development: Development shall occur consistent with the Conditional Zoning Site Plan provided in Exhibit "A" and as set forth herein, and with the County Zoning and Subdivision Ordinance. Any standards or regulations not addressed herein shall then follow the County Zoning and Subdivision Codes,

2. Setback Standards. Minimum setback standards for this residential subdivision shall be:

Front – 30 feet
Side – 15 feet
Rear-- 35 feet
Corner lot-- 30 feet

Accessory structures: minimum setback standards as set forth for the RR zoning district, Zoning Ordinance.

All corner lots as well as lots fronting more than one street must provide front yard setbacks from each street. (Secs. 1101.G & 1102.B, County Zoning Ord.)

3. No primary or accessory structure shall encroach the minimum setback standard established herein unless a variance is granted by the Board of Adjustment. After the initial plat is recorded, no replat can be used to change the minimum setback standards through a zero-lot line plat.

D. Infrastructure and Utilities

1. Water and sewer. All residential homes and any within common areas shall be served by central water and sewer systems. No lot or tract shall be served by on-site septic systems.

a. Any lift or pump station facilities for central water or sewer systems shall be placed in a tract owned by the utility provider and not placed in an easement within a residential lot. A lift station site shall not be used to meet open space requirements.

b. No certificate of occupancy for a residential home shall be issued until central water and sewer is available to a residential structure.

2. Roads. All internal roads shall be public roads.

a. This review does not constitute a "subdivision" approval by NC Department of Transportation (NCDOT). The NC Department of Transportation's (NCDOT) approval of the driveway plans is required, and any street improvements are required to be constructed to the NCDOT standards for secondary roads. (Sec. 2304B, County Subdivision Ord. & NCGS §136-102.6

b. Off-Site Road Improvements. Turn lanes may be required by the NC Department of Transportation (NCDOT). [Art. XIV, County Zoning Ord. & NCGS §136-18(5) & §136-93]. Developer must coordinate with NCDOT prior to submittal of any preliminary subdivision plan regarding off-site road improvements.

c. All residential driveways shall be connected to internal roads and shall not connect directly to Hummingbird Place or Maxwell Road.

d. Road signs. Developer is responsible for installation of all required traffic safety signs prior to recording a plat or issuance of a building permit, whichever occurs first.

e. Sidewalks. Developer is not required to construct sidewalks within any internal or external road, including any portion of a subdivision within the boundaries of a municipal influence area. However, the developer may install sidewalks at the developer's discretion on at least one side of the road if the road rights-of-way are public roads and the HOA establishes an agreement with NCDOT placing maintenance responsibility to the HOA. If NCDOT does not accept the roads, then the HOA shall be responsible for maintaining any sidewalks installed within the road right-of-way.

f. Road ownership/maintenance. Prior to NCDOT acceptance of street construction, road rights-of-way, and related drainage systems, the developer is responsible for their maintenance and that all roads meet conditions suitable for safe passage for vehicles used by County inspection personnel. The County Building Official may delay inspections if determined that road conditions do not provide safe passage for vehicles used by County inspectors.

g. The development(s) and any future lot owners are responsible for the maintenance and upkeep of the streets until such time the streets are added to the State system by the NC Department of Transportation (NCDOT) for maintenance purposes. The developer is advised to give notice of the street status to any future lot owners in the event the lots are conveyed prior to the NCDOT's acceptance.

h. In the event the NCDOT driveway permit or road acceptance process substantially alters the conditional zoning site plan, as such determination will be made by the County Planning & Inspections Director, such modification to the conditional zoning site plan must be approved by the Board of County Commissioners following the same review and hearing process for a conditional zoning application.

i. Certification of Completion. Prior to recording of any plat, the developer's engineer must submit to Cumberland County Planning and Inspection Department a sealed document certifying that the streets have been constructed to the NC Department of Transportation (NCDOT) standards for secondary roads.

3. Stormwater and Drainage.

a. Stormwater. For any new development, an adequate drainage system must be installed by the developer in accordance with the NC Department of Environmental Quality (NCDEQ) *Manual on Best Management Practices* and all drainage ways must be kept clean and free of debris. (Section 2307.A, County Subdivision Ord.) The homeowner's association shall be responsible for maintain all stormwater facilities unless otherwise required by the NCDEQ.

b. In the event a stormwater utility structure is required by the NC Department of Environmental Quality (NCDEQ), the owner/developer must secure the structure with a four-foot-high fence with a lockable gate and is required to maintain the detention/retention basin, keeping it clear of debris and taking measures for the prevention of insect and rodent infestation. (Sec. 1102.O, County Zoning Ord.)

c. All stormwater facilities shall be owned and maintained by the homeowner's association unless NCDEQ requires otherwise.

4. Utilities. For new development, all utilities, except for 25kv or greater electrical lines, must be located underground. (Section 2306.C, County Subdivision Ord.)

E. Phasing and Preliminary Subdivision Plan

1. Project Phasing. Development shall occur in two phases. Construction, including clearing and grading, for Phase 2, as illustrated in Exhibit "A" shall not commence until a second public road access connects Phase 2 to Maxwell Road. Such connector road design and alignment must be approved and accepted by NCDOT prior to any road construction. Such road shall be owned and maintained by the developer until the road improvements have been accepted by and transferred in ownership to NCDOT. A performance bond, if requested by the County, shall be provided to the County to ensure construction and completion of the connector road. Said performance bonds shall be consistent with the provisions of the Subdivision Code and N.C. general statutes.

2. Preliminary Subdivision Plan.

a. A preliminary subdivision plan must be submitted to and approved by the Cumberland County Department of Planning and Inspections prior to any on-site clearing, grading or construction activity. Such subdivision plan must be consistent with the conditions set forth herein and the County's zoning and subdivision ordinances.

b. Prior to submitting an application for a preliminary subdivision plan, the applicant must coordinate with the US Postal Growth Coordinator or Postmaster for the Mid-Carolinas District to determine the appropriate location for the cluster boxes. If community cluster mailboxes are required, the County may require appropriate off-street parking or drive-aisle to avoid traffic safety and pedestrian conflicts.

3. Landscape/Street tree planting will be provided with the preliminary subdivision plan as is consistent and required by the Zoning and Subdivision Ordinances, where applicable.

4. The application for a preliminary subdivision plan, including all supporting plans and support documents, shall be submitted through the Cumberland County Customer Self-Service electronic permitting system.

F. Plat-Related:

1. A copy of the recorded deed or deeds conveying all common area to the owner's association must be provided to the Current Planning Division within thirty (30 days) of the recording of the plat or prior to issuance of the first building permit, whichever is first. No building permit will be issued after the recording of a plat until such time the ownership of all common areas appearing in the plat is transferred to the owner's association.

2. The street name signs, in compliance with the County Street Sign Specifications, must be installed prior to final plat approval.

3. The builder/developer must provide the buildable envelopes on the preliminary subdivision plan.

4. Any/All easements must be reflected on the preliminary subdivision plan and final plat and labeled as to type of easement, reference number for document creating the easement, and the name of the agency, individual, etc. who holds the easement.

5. Entire development shall be subject to one homeowner's association.

6. Once an initial plat is recorded, no further subdivision of a residential lot will occur unless necessary to accommodate lot line changes necessary to accommodate road right-of-way, utilities, or lot combinations. Lot line changes are allowed only if the changes results in an increase in the number of residential lots above the maximum of 195 lots.

G. Other Relevant Conditions:

1. Use and Development Conditions. This conditional zoning and the site plan conditions of approval are not to be construed as all-encompassing of the applicable rules, regulations, etc., which must be complied with for any development. Other regulations, such as building, environmental, health, State agencies, and so forth, may govern the specific development. The developer is the responsible party to ensure full compliance with all applicable Federal, State, and local regulations.

2. This conditional approval is contingent upon continued compliance with the County's Zoning and Subdivision Ordinance. the conditions set forth herein, including applicable NC State Statue 160-D requirements.

3. Any revision or addition to this conditional zoning site plan, whether initiated by the developer or necessary to meet requirements promulgated by local state, or federal requirements, necessitates re-submission for Current Planning Section review and approval prior to the commencement of the change. Should the change be determined to be a substantial modification, as determined by the County Planning & Inspections, the substantial changes must be reviewed and approved by the Board of Cuntly Commissioners following the same process as a conditional zoning application.

David Moon

From: George Rose <george@gmripe.com>
Sent: Monday, November 7, 2022 2:33 PM
To: David Moon
Subject: RE: ZON-22-0043 Staff Report and Conditions of Approval

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

David,

The conditions are acceptable as noted on the staff report.

George M. Rose
P.O. Box 53441
Fayetteville, NC 28305
george@gmripe.com
Mobile: 910-977-5822
Office: 910-485-5822

From: David Moon <dmoon@cumberlandcountync.gov>
Sent: Thursday, November 3, 2022 9:50 AM
To: George Rose <george@gmripe.com>
Subject: ZON-22-0043 Staff Report and Conditions of Approval

George:

Attached is the staff report and the conditions of approval (which are an exhibit to the staff report) for the Tuesday, November 15 Joint Planning Board meeting, 6:00 p.m. Please let me know if you or your client have any concerns regarding the conditional of approval. There are not changes other than those necessary to the conditions of approval to make it consistent with the revised site plan.

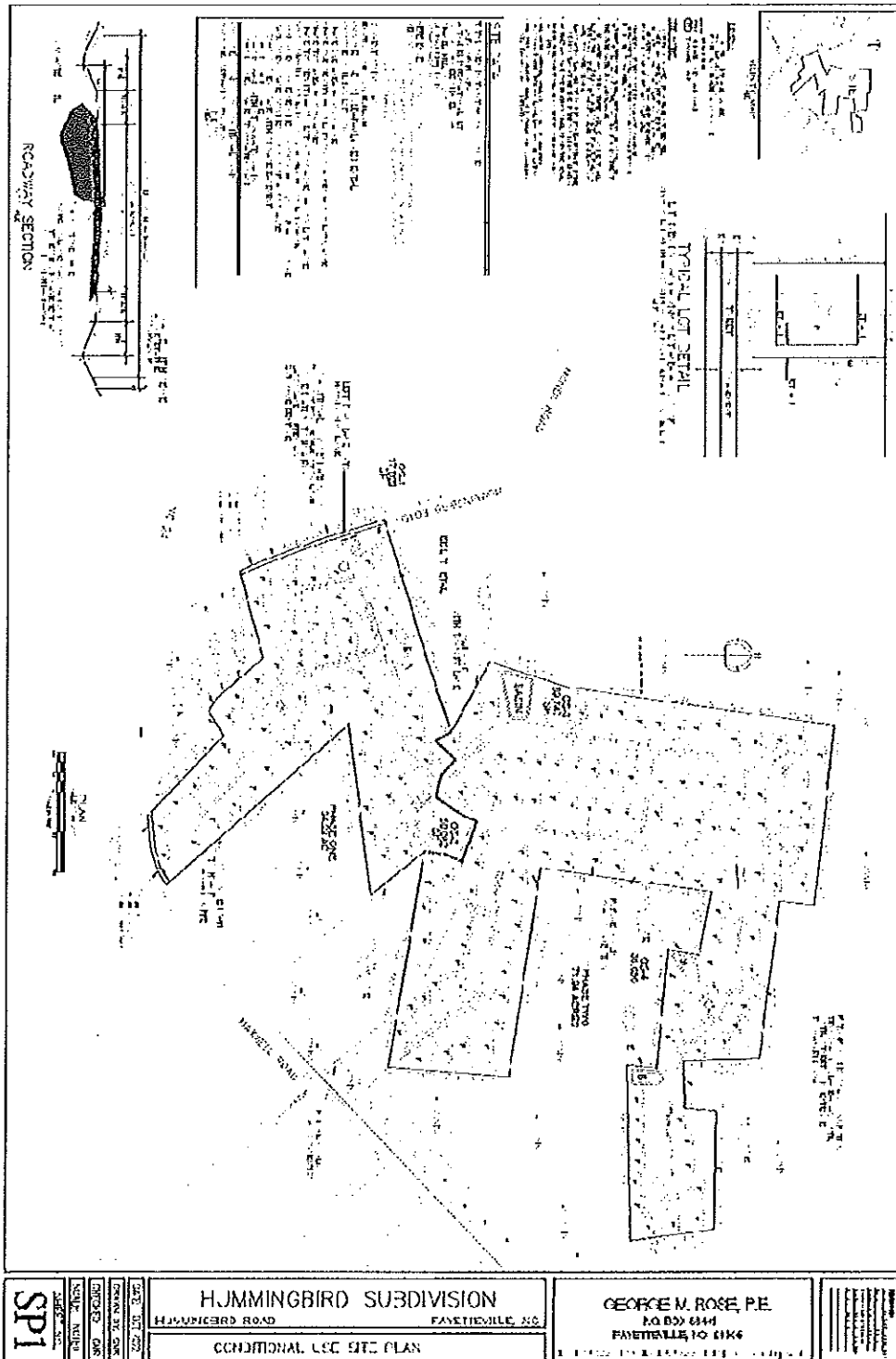
Though this returns to the Joint Planning Board, your team should treat it as a new application and be prepared to present your plan. I believe the only change between the November 15 meeting and the last meeting before the Joint Planning Board will be more detailed questions regarding stormwater management/drainage.

David B. Moon, AICP
Deputy Director

Department of Planning & Inspections
130 Gillespie Street
Fayetteville, NC 28301
Phone: (910) 678-7606
www.cumberlandcountync.gov

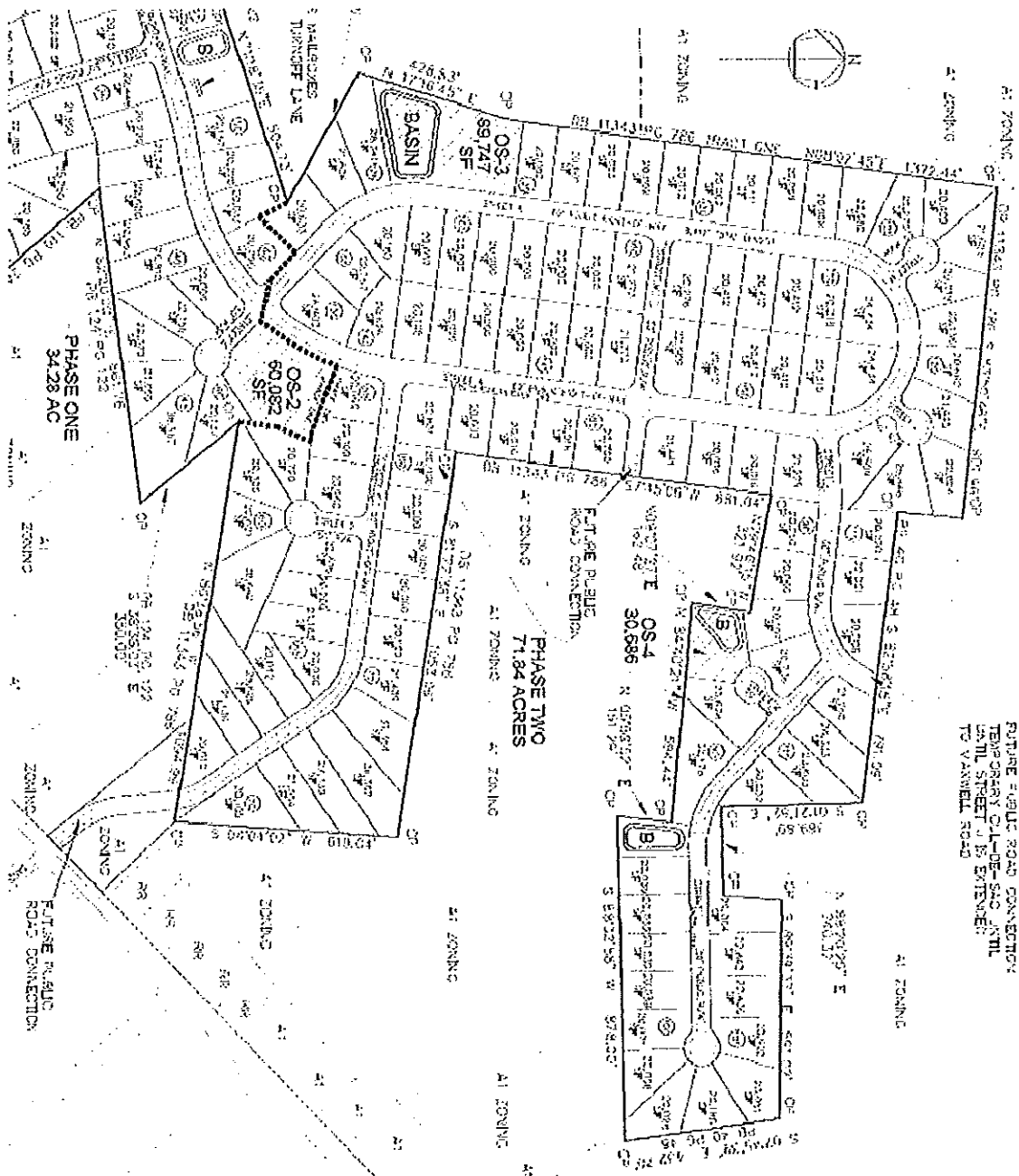


**EXHIBIT "A" OF THE CONDITIONS OF APPROVAL
CONDITIONAL USE SITE PLAN**



[illegible]

Conditional Zoning Site Plan - Phase 2



FUTURE PLANT ROAD CONNECTION:
TEMPORARY CLOVE-SIDE UNTIL
MAIN STREET IS EXTENDED
TO VANDERBILT ROAD

ATTACHMENT – MAILING LIST

DENISE CRUZ-JUAREZ
BETTY WOOD
PARGA HALL SHELBY
2550 ELCAR DR
FAYETTEVILLE, NC 28306

ASTRAKEL INTERNATIONAL LTD
324 GLENBURY DR UNIT 103
FAYETTEVILLE, NC 28303

TAMI L BULLOCK & WAYNE BULLOCK
5259 MAXWELL RD
STEDMAN, NC 28391

KILEE J DRIGGERS HUTCHINGS
TIMOTHY M HUTCHINGS
4420 GRIP DR
FAYETTEVILLE, NC 28312

ALMA JEAN ATKINS
JADIE ATKINS
9144 CLINTON RD
AUTRYVILLE, NC 28318

LINDA R GABBERT & RANDALL M. GABBERT
490 SHELTON BEARD RD
STEDMAN, NC 28391

JOHN TAYLOR BRITT
4945 HUMMINGBIRD PL
FAYETTEVILLE, NC 28312

MARY D SHIRK & WILLIAM L. SHIRK
1417 ANDERSON LN
JOELTON, TN 37030

SERGIO ORTIZ ESTEBAN
4905 SAND MINE DR
STEDMAN, NC 28391

JUDY PRICE
4408 BLUEBUSH DR
FAYETTEVILLE, NC 28312

SHIRLEY D MCLEOD
4114 DRAUGHON RD
EASTOVER, NC 28312

HOMER C BULLOCK & JOYCE BULLOCK
PO BOX 1382
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SANDRA MATTHEWS
5030 MAXWELL RD
STEDMAN, NC 28391

GAIL Z ELLISON EVANS
MCALUSTER S. DELVIN
403 KETTERING RD
STEDMAN, NC 28391

KARA ADAMS & AARON ADAMS
4518 BLUEBUSH DRIVE
FAYETTEVILLE, NC 28312

MARK KERNS
TIFFANIE S CURRY
405 SHELTON BEARD RD
STEDMAN, NC 28391

GENIS MCNEILL
CHARLES MCNEILL
117 E LOCHHAVEN DR
FAYETTEVILLE, NC 28314

MEGAN H. CAGLE
DANIEL C. CAGLE
4518 RUGBY CT
FAYETTEVILLE, NC 28312

TAMI LAMBERT BULLOCK
WAYNE LAMAR BULLOCK
5259 MAXWELL RD
STEDMAN, NC 28391

ELIZABETH COOK BOLICK
4920 HIGH BRANCH CT
STEDMAN, NC 28391

CHAD E GROVES
LESLIE N. GROVES
1519 FOUR WOOD DR
FAYETTEVILLE, NC 28312

ROBIN ADAMS
TERRY ADAMS
4500 BLUEBUSH DR
FAYETTEVILLE, NC 28312

ANISSA MARIE MCALPIN
WILLIAM J ISAAC MCALPIN
425 SHELTON BEARD ROAD
STEDMAN, NC 28391

RUTH DOUGLAS
4921 SAND MINE DR
STEDMAN, NC 28391

GLENDLER LOCKE
7213 DEER HILL RD
FAYETTEVILLE, NC 28314

ZHAO LUO & EMILY ANN LUO
4425 GRIP DRIVE
FAYETTEVILLE, NC 28312

COLETHA E COSTON
3828 CHIMNEY CREEK DR
VIRGINIA BEACH, VA 23462

PERCIVAL LAND & TIMBER LLC
PO BOX 3610
ALBANY, GA 31705

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AKEEM M HOLDING
5145 MAXWELL RD
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1670 SPRINGDALE DR
UNIT 11 #332
CAMDEN, SC 29020

DANIEL P FAULKNER
REBECCA A FAULKNER
9 CHERRY HILL RD
GRAFTON, NH 03240

ANNE KATHERINE RADNOTHY
LOUIS MICHAEL RADNOTHY
4528 PORT ELLEN DR
FAYETTEVILLE, NC 28312

PATRICIA WATSON ROUSE
TORIIIA BETHEA HALL
JAMES MORGAN HALL
4416 GRIP DRIVE
FAYETTEVILLE, NC 28312

KASEY E. IVEY
DAVID LYNN IVEY
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PHILLIP A. LOCKE
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WILLIAM A. JONES
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CLARENCE DANIELS
2094 TOM STARLING RD
FAYETTEVILLE, NC 28306

DEBRA L. JONES
TONY EDWARD JONES
5178 HUMMINGBIRD PL
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JENNIFER K BEARD
4503 BLUEBUSH DR
FAYETTEVILLE, NC 28312

KIMBERLY A. HOWELL
LINWOOD H. HOWELL III
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PAUL VASANT RAJAN
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STEPHEN M SKINNER
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SHELISE TSAI PILOT
DARRYL PILOT
5159 MAXWELL ROAD
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SHEILA C OLIVER
GREGORY C. OLIVER
5285 MAXWELL RD
STEDMAN, NC 28391

MARILYN ROSE MALLOY
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MARRIANE MCLEAN
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MICHAEL DEROSIER
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CANDACE CAIN
HARVEY CAIN
4516 BLUEBUSH DR
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REGINA A WHITLEY
4519 GRIP DR
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DIANE HARRELL TRUSTEE
DIANE HARRELL TRUSTEE
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REAL ESTATE SERVICES INC
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STRICKLAND HOMES OF FAY INC
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WINGATE PROPERTIES LLC
1203 LONGLEAF DR
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ALMA JEAN ATKINS
JADIE ATKINS
1172 RIVER RD
FAYETTEVILLE RD, NC 28312

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1270 CANADY POND RD
HOPE MILLS, NC 28348

TERESA W VERNON
1333 LEROY AUTRY RD
AUTRYVILLE, NC 28318

KIMBERLY B FINCH
PERRY S. FINCH
1390 BUB SHUMPERT RD
PELION, SC 29123

RICHARD PEGUEROS GARRIGAN-PEGUEROS
REBECCA L GARRIGAN-PEGUEROS
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CAROLYN W MARTIN
JIMMY H. MARTIN
1611 FOUR WOOD DRIVE
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ELISE H WADE
1691 FOUR WOOD DR
FAYETTEVILLE, NC 28312

MICHELE SALLIE
CARL D. SALLIE
1695 FOUR WOOD DR
FAYETTEVILLE, NC 28312

ELIZABETH MCNEILL
PERCY L. MCNEILL
2519 CAMERON WOODS LN
FAYETTEVILLE, NC 28306

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KELLY BREWER TALLEY
VINCENT EDWIN TALLEY
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DOMETHIUSA WANITA LOCKE
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PEOPLES BAPTIST CHURCH OF
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WILLIAM MCPHAIL
366 CARROLL STORE RD
AUTRYVILLE, NC 28318

MARSHA DROSE
4051 MT TABOR RD
RED SPRINGS, NC 28377

GEORGETTE J COYON
JEANETE CARLEVALE
4 HIGHGATE CLOSE
YORK, ME 03909

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4064 S NC 210 HWY
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FRANCINE ANGUI
415 SHELTON BEARD ROAD
STEDMAN, NC 28391

JAMES MORRELL
430 SHELTON BEARD RD
STEDMAN, NC 28391

STACY ANN C WAITE FRAZER
RANDY FRAZER
435 SHELTON BEARD ROAD
STEDMAN, NC 28391

SONYA A. MELVIN
440 SHELTON BEARD RD
STEDMAN, NC 28391

JESSICA D CAGLE
4406 BLUEBUSH DR
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ALEJANDRA LIZ BETANCES RAMON
441 SHELTON BEARD RD
STEDMAN, NC 28391

SAMUEL EVERNICE JOHNSON MARAJ III
SAMANTHA MARAJ
4410 BLUEBUSH DR
FAYETTEVILLE, NC 28312

CARLA SMITH WOOLARD
4414 BLUEBUSH DR
FAYETTEVILLE, NC 28312

JANET STANFIELD MELVIN
DONALD CRAIG MELVIN
4415 BLUEBUSH DR 3058
FAYETTEVILLE, NC 28312

TATIANA A GONCHAROV
ALEXANDER V GONCHAROV
4419 BLUEBUSH DR
FAYETTEVILLE, NC 28312

KATHRYN V LOCKLEAR
MARTIN J LOCKLEAR II
4424 GRIP DR
FAYETTEVILLE, NC 28312

KRYSTLE E SKINNER
JASON SKINNER
444 SHELTON BEARD RD
STEDMAN, NC 28391

KRISTIN M LAZATIN
ALEXANDER B. LAZATIN
4447 BENT GRASS DR
FAYETTEVILLE, NC 28312

SABRINA C. LASSETTER
445 SHELTON BEARD ROAD
STEDMAN, NC 28391

BELANGER AUBREY JR
AMANDA CHASON
4502 BLUEBUSH DR
FAYETTEVILLE, NC 28312

JOY CAIN WRENCH
GARY CHRIS WRENCH
4504 BLUE BUSH DR
FAYETTEVILLE, NC 28312

ARLETHA MCLEAN
4506 RUGBY CT
FAYETTEVILLE, NC 28312

JANET W DAVIS
4506 BLUEBUSH DR
FAYETTEVILLE, NC 28312

JONATHAN JAY GRAY
4507 GRIP DRIVE
FAYETTEVILLE, NC 28312

PATTI S DOTSON
MICHAEL E. DOTSON
4508 GRIP DR
FAYETTEVILLE, NC 28312

PENNY W FREEMAN
JEREMY M. FREEMAN
4510 RUGBY CT
FAYETTEVILLE, NC 28312

STEPHANIE H ASHLOCK
MICHAEL A. ASHLOCK
4511 BLUEBUSH DR
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SUZANNE KOSARICH
MARK R KOSARICH
4511 GRIP DR
FAYETTEVILLE, NC 28312

PAMELA M HAYES
JAMES G HAYES
4512 GRIP DR
FAYETTEVILLE, NC 28312

JEAN MARIE GAITHER
MICHAEL R. GAITHER
4514 BLUEBUSH DR
FAYETTEVILLE, NC 28312

TESSIE CARA HARMON
WILLIAM ANDREW HARMON
4514 RUGBY CT
FAYETTEVILLE, NC 28312

DEBORAH A CASKEY
RICHARD A. CASKEY
4515 GRIP DRIVE
FAYETTEVILLE, NC 28312

LISAMARIE HEATH
BRYAN C. HEATH
4516 GRIP DR
FAYETTEVILLE, NC 28312

TINA M JOHNSON-TARIO
4517 BLUEBUSH DR
FAYETTEVILLE, NC 28312

AMY L REYNOLDS
4519 BLUEBUSH DR
FAYETTEVILLE, NC 28312

CONNIE COWAN
TRACY W. COWAN
4648 MCNEIL RD
FAYETTEVILLE, NC 28312

PRISCILLA W HEIRS MURRAY
470 SHELTON BEARD RD
STEDMAN, NC 28391

KETURAH ALTHEA WILIAMSON GIBBONS
471 SHELTON BEARD RD
STEDMAN, NC 28391

DORIS HUEFNER
PAUL A. HUEFNER
4913 SAND MINE RD
STEDMAN, NC 28391

KRISTEN J MARTIN
PAUL K. MARTIN
4917 SAND MINE RD
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LORI D HOLLOWAY
4930 HIGH BRANCH CT
STEDMAN, NC 28391

KATHLEEN MARIE O'TOOLE
SHARI MARIE BURROUGHS
4940 HIGH BRANCH CT
STEDMAN, NC 28391

AMANDA LYNN SHARP
4960 HIGH BRANCH CT
STEDMAN, NC 28391

ELAINE B SMITH
BRIAN J. SMITH
4973 HUMMINGBIRD PL
FAYETTEVILLE, NC 28312

ELAINE B SMITH
BRIAN JAMES SMITH
4977 HUMMINGBIRD PL
FAYETTEVILLE, NC 28312

ROBERT MALLOY
5045 MAXWELL RD
STEDMAN, NC 28391

DONNA M. WILSON
JAMES A. WILSON
5117 MAXWELL RD
STEDMAN, NC 28391

GLEANA S BLANKS SKENANDORE
GEORGE D SKENANDORE JR
5118 MAXWELL RD
STEDMAN, NC 28391

HALEY R SPILLERS
MATTHEW SPILLERS
5129 MAXWELL ROAD
STEDMAN, NC 28391

ASHLEY WETMORE
CHRISTOPHER WETMORE
5137 MAXWELL ROAD
STEDMAN, NC 28391

CINDY L. FRICK
5176 MAXWELL RD
STEDMAN, NC 28391

CHRISTIAN JEAN ROUSSEAU
5177 MAXWELL RD
STEDMAN, NC 28391

ROBIN L GIENIEWSKI
BODGAN B GIENIEWSKI
5195 HUMMINGBIRD PL
FAYETTEVILLE, NC 28312

ISABEL RAMOS PASCUAL CANO
INDALECIO ALEJO CANO
5211 MAXWELL RD
STEDMAN, NC 28391

TAMI LAMBERT BULLOCK
WAYNE LAMAR BULLOCK
5227 MAXWELL RD
STEDMAN, NC 28391

LUNETTE MATTHEWS LIFE ESTATE
DENTON MATTHEWS
5236 MAXWELL RD
STEDMAN, NC 28391

VICKIE JONES
WILLIAM A. JONES JR
5251 HUMMINGBIRD PL
FAYETTEVILLE, NC 28312

SHEILA B OLIVER
5285 MAXWELL RD
STEDMAN, NC 28391

REBECCA C. BULLOCK
SHEILA B. OLIVER
5285 MAXWELL RD
STEDMAN, NC 28391

BOBBY A. HARGROVE
5304 HUMMINGBIRD PL
FAYETTEVILLE, NC 28312

JOYCE S TURNER
LEON G. TURNER
5324 HUMMINGBIRD PL
FAYETTEVILLE, NC 28312

PAMELA J. STRICKLAND
CONNIE J STRICKLAND
6017 IVERLEIGH CIR
FAYETTEVILLE, NC 28311

LENA BELL HEIRS JONES
610 WAKEFIELD DR
FAYETTEVILLE, NC 28303

ASTRAKEL INTERNATIONAL LTD
621 MEADOWMONT VILLAGE CIRCLE
CHAPEL HILL, NC 27517

BERNETTA GUTHARY
636 MONAGAN ST
FAYETTEVILLE, NC 28301

ERNESTENE S GRAHAM
CALVIN GRAHAM JR
662 CARL FREEMAN RD
STEDMAN, NC 28391

AMBER D. KENNEDY
AARON S. KENNEDY
856 SATINWOOD CT
FAYETTEVILLE, NC 28312

A.YOUNG GEORGE
EVA MAE MALLOY
PO BOX 2015
LELAND, NC 28451

BETTY H. STRICKLAND
JOSEPH T. STRICKLAND
PO BOX 2273
FAYETTEVILLE, NC 28302

GERALDYNE O. LEWIS
PO BOX 2661
LUMBERTON, NC 28359

VANDER CENTER LLC
PO BOX 53729
FAYETTEVILLE, NC 28305

DIXIE M LOCK
MILTON F. LOCK JR
PO BOX 65239
FAYETTEVILLE, NC 28306

INTER-TRUST FINANCE CO INC
PO BOX 766
SPRING LAKE, NC 28390

ATTACHMENT: APPLICATION



County of Cumberland
Planning & Inspections Department

CASE #: _____

PLANNING BOARD
MEETING DATE: _____

DATE APPLICATION
SUBMITTED: _____

RECEIPT #: _____

RECEIVED BY: _____

**APPLICATION FOR
CONDITIONAL ZONING DISTRICT
REZONING REQUEST
CUMBERLAND COUNTY ZONING ORDINANCE**

Upon receipt of this application (petition), the County Planning & Inspections Staff will present to the Joint Planning Board the application at a hearing. In accordance with state law and board's policy, the staff will provide notice of the hearing to the appropriate parties and in the proper manner.

The Joint Planning Board will make a recommendation to the Cumberland County Board of Commissioners concerning the request. The Board of Commissioners will schedule a public hearing and issue a final decision on the matter. Generally, the Commissioners will hold their public hearing in the month following the meeting of the Planning Board. The Conditional Zoning District shall not be made effective until the request is heard and received approval by the Board of Commissioners.

The following items are to be submitted with the completed application:

1. A copy of the *recorded* deed and/or plat.
2. If a portion of an existing tract is/are being submitted for rezoning, an accurate written legal description of only the area to be considered;
3. A copy of a detailed site plan drawn to an engineering scale, showing the location of all buildings, yard dimensions, driveways, fencing, lighting parking areas, landscaping, and all other pertinent data to the case; and
4. A check made payable to the "Cumberland County" in the amount of \$ **150** **(ADDITIONAL FEE)**

The Planning & Inspections Staff will advise on zoning options, inform applicants of development requirement and answer questions regarding the application and rezoning process. For further questions, call (910)678-7627. Hours of operation are 8:00 a.m. to 5:00 p.m., Monday through Friday.

NOTE: Any revisions, inaccuracies or errors to the application may cause the case to be delayed and will be scheduled for the next available board meeting according to the board's meeting schedule. Also, the application fee is *nonrefundable*.

The Planning and Inspections Staff is available for advice on completing this application; however, they are not available for completion of the application or preparation of the site plan.

TO THE CUMBERLAND COUNTY JOINT PLANNING BOARD AND THE BOARD OF COUNTY COMMISSIONERS OF CUMBERLAND COUNTY, NC:

I (We), the undersigned, hereby submit this application, and petition the County Commissioners to amend and to change the zoning map of the County of Cumberland as provided for under the provisions of the County Zoning Ordinance. In support of this petition, the following facts are submitted:

1. Applicant/Agent GEORGE M. POSE
2. Address: P.O. BOX 53441 FAYETTEVILLE Zip Code 28305
3. Telephone: (Home) _____ (Work) 910-977-5822
4. Location of Property: HUMMINGBIRD ROAD
5. Parcel Identification Number (PIN #) of subject property: 0477407361000
(also known as Tax ID Number or Property Tax ID) 0477529205000
6. Acreage: 106.75 Frontage: 60 HUMMINGBIRD POSE Depth: IRREGULAR
7. Water Provider: PWC
8. Sewer Provider: PWC SEWER PUMP STATION
9. Deed Book 11343, Page(s) 786, Cumberland County Registry. (Attach copy of deed of subject property as it appears in Registry).
10. Existing use of property: FARMLAND, WOODLAND
11. Proposed use(s) of the property: SINGLE-FAMILY RESIDENTIAL

*
SEE
BELOW

NOTE: Be specific and list all intended uses.

12. Has a violation been issued on this property? Yes _____ No ☒
13. It is requested that the foregoing property be rezoned FROM: A1

TO: (Select one)

- ☒ Conditional Zoning District, with an underlying zoning district of RR
(Article V)
____ Mixed Use District/Conditional Zoning District (Article VI)
____ Density Development/Conditional Zoning District, at the _____ Density
(Article VIII)

* 0477402183000 0477629056000
0476494720000 0477505192000
0476590576000 0477600910000
0477510886000

APPLICATION FOR
CONDITIONAL ZONING

1. PROPOSED USE(S):

- A. List the use(s) proposed for the Conditional Zoning. (Use of the underlying district will be restricted to only the use(s) specified in this application.)

ZERO LOT LINE SINGLE-FAMILY RESIDENTIAL

- B. Density: List the amount of acreage that will be residential, commercial, and/or open space, and the number of lots and/or dwelling units proposed, and the square footage of the non-residential units.

PHASE ONE IS 58 LOTS ON 29.8 ACRES TOTAL
OPEN SPACE MINIMUM 800 SQUARE FEET PER
LOT OR 46,400 SF.

2. DIMENSIONAL REQUIREMENTS:

- A. Reference either the dimensional requirements of the district (Sec. 1004) or list the proposed setbacks.

PROPOSED SETBACKS:
FRONT 30'
REAR 35'
SIDES 5'

- B. Off-street parking and loading (Sec. 1202 & 1203): List the number of spaces, type of surfacing material and any other pertinent information.

MINIMUM 2 OFFSTREET PARKING SPACES
PER LOT.

3. SIGN REQUIREMENTS:

Reference the district sign regulations proposed from Article XIII.

SECTION 1306 DEVELOPMENT SIGN

4. LANDSCAPE AND BUFFER REQUIREMENTS:

- A. For all new non-residential and mixed-use development abutting a public street, indicate the number and type of large or small ornamental trees used in the streetscape, yard space, and/or parking areas, plus the number and type of shrubs. (Sec. 1102N). NOTE: All required landscaping must be included on the site plan.

N/A

- B. Indicate the type of buffering and approximate location, width and setback from the property lines.

N/A

5. MISCELLANEOUS:

List any information not set forth above, such as the days and hours of the operation, number of employees, exterior lighting, noise, odor and smoke, emission controls, etc.

6. SITE PLAN REQUIREMENTS:

The application must include a site plan drawn to the specifications of Sec. 1402. If the proposed uses involve development subject to the Godwin Subdivision Ordinance, the site plan required may be general in nature, showing a generalized street pattern, if applicable, and the location of proposed uses. If the proposed uses include development not subject to the subdivision ordinance, the site plan shall be of sufficient detail to allow the County Planning and Inspections Staff, and the Joint Planning Board to analyze the proposed uses and arrangement of uses on the site. It shall also include the footprints of all buildings (proposed and existing), the proposed number of stories, location and number of off-street parking and loading spaces, proposed points of access to existing streets and internal circulation patterns. In addition, the location of all proposed buffers and fences and landscaping shall be included on the site plan.

7. STATEMENT OF ACKNOWLEDGMENT:

It is understood by the undersigned that the official zoning map, as originally adopted and subsequently amended, is presumed to be appropriate to the property involved and that the burden of proof for a zoning amendment (rezoning) rest with the petitioner.

It is the responsibility of the petitioner (personally or by agent) to submit to the County Planning and Department a valid request, not incompatible with existing neighborhood zoning patterns.

I further understand I must voluntarily agree to all ordinance related conditions prior to the first hearing on the case. The undersigned hereby acknowledge that the County Planning & Inspections Staff has conferred with the petitioner or assigns, and the application as submitted is accurate and correct.

ASTRAEL INTERNATIONAL LTD.

Name of Owner(s) (Print or Type)

324 GLENBURNIE DRIVE, Unit 103

Address of Owner(s)

ghajr@ghajr-pa.com

E-Mail

910-587-2699

Home Telephone

Work Telephone

George M. Rose, Jr.

Signature of Owner(s)

Signature of Owner(s)

GEORGE M. ROSE

Name of Agent, Attorney, Applicant (by assign) (Print or Type)

P.O. BOX 53441 FAYETTEVILLE, NC 28305

Address of Agent, Attorney, Applicant

910-977-5822

Home Telephone

Work Telephone

george@gmrpe.com

E-Mail Address

Fax Number

George M. Rose, Jr.

Signature of Agent, Attorney,
or Applicant

* ALL record property owners must sign this petition.

* The contents of this application, upon submission, becomes "public record."

Ad Preview

PUBLIC NOTICE

The Cumberland County Board of Commissioners will meet at 6:45 p.m. on Tuesday, January 17, 2023 in room 118 of the County Courthouse at 117 Dick Street to hear the following:

ZON-22-0043: Rezoning A1 Agricultural Dis. to RR/CZ Rural Residential Conditional Zoning Dis. or a more restrictive zoning dis., 106.75 +/- ac; east of Hummingbird Pl and west of Maxwell Rd; George Rose (applicant) Astrakel International Ltd (owner).

ZON-22-0076: Rezoning from A1 Agricultural Dis. to R40A Residential Dis. or a more restrictive zoning dis.; 4.01 +/- ac.; 2140 Rich Walker Rd and abutting parcel; Bertha Elliott (applicant/owner).

ZON-22-0077: Rezoning from CD Conservancy District to A1 Agricultural District or a more restrictive zoning district; 2.00 +/- acres; located on a portion of the abutting parcel east of 7632 Sim Canady Rd; submitted by Bradley Allee & Lynne Gralewski (applicant/owner).
01-03, 01-10/2023



PLANNING AND INSPECTIONS DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JANUARY 17, 2023

TO: BOARD OF COUNTY COMMISSIONERS

FROM: CUMBERLAND COUNTY JOINT PLANNING BOARD

DATE: 1/5/2023

SUBJECT: CASE ZON-22-0076

BACKGROUND

ZON-22-0076: Rezoning from A1 Agricultural District to R40A Residential District or to a more restrictive zoning district for 4.01 +/- acres; located at 2140 Rich Walker Road and an abutting parcel; submitted by Bertha Elliott (applicant/owner).

RECOMMENDATION / PROPOSED ACTION

Planning Board Action: Recommended approval of the rezoning request from A1 Agricultural District to R40A Residential District at the December 20, 2022 meeting for the reasons stated and as fully reflected in the minutes of the Planning Board Meeting which are incorporated herein by reference.

Staff Recommendation: In Case ZON-22-0076, Staff recommends approval of the rezoning request from A1 Agricultural District to R40A Residential District. Staff finds the request is consistent with the Eastover Area Land Use Plan which calls for "Rural Density Residential" at this location. Staff also finds that the request is reasonable and in the public interest as it is compatible to and in harmony with the surrounding land use activities and zoning.

If the Board of Commissioners wishes to follow the recommendation of the Planning Board in this case, the following motion is appropriate:

MOTION:

In Case ZON-22-0076, I move to approve the rezoning request from A1 Agricultural District to R40A Residential District and find the request consistent with the Eastover Area Land Use Plan which calls for "Rural Density Residential" at this location. The request is reasonable and in the public interest as it is

compatible to and in harmony with the surrounding land use activities and zoning.

If the Board of Commissioners does not wish to follow the recommendation of the Planning Board in this case, the following motion is appropriate:

MOTION:

In Case ZON-22-0076, I move to deny the rezoning request from A1 Agricultural District to R40A Residential District and find the request is not consistent with the Eastover Area Land Use Plan. The request is not reasonable or in the public interest because _____.

ATTACHMENTS:

Description

Case ZON-22-0076

Type

Backup Material

Renee Paschal
Interim County Manager

Sally Shutt
Assistant County Manager



Rawls Howard
Director

David Moon
Deputy Director

Planning & Inspections Department

JANUARY 5, 2023

MEMO TO: Cumberland County Board of Commissioners

FROM: Cumberland County Joint Planning Board

SUBJECT: **ZON-22-0076:** Rezoning from A1 Agricultural District to R40A Residential District or to a more restrictive zoning district for 4.01 +/- acres; located at 2140 Rich Walker Road and an abutting parcel; submitted by Bertha Elliott (applicant/owner).

ACTION: Recommended approval of the rezoning request from A1 Agricultural District to R40A Residential District at the December 20, 2022 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 DECEMBER 20, 2022

In Case ZON-22-0076, Staff recommends approval of the rezoning request from A1 Agricultural District to R40A Residential District. Staff finds the request is consistent with the Eastover Area Land Use Plan which calls for "Rural Density Residential" at this location. Staff also finds that the request is reasonable and in the public interest as it is compatible to and in harmony with the surrounding land use activities and zoning.

In Case ZON-22-0076, Mrs. Moody made a 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 Eastover Area Land Use Plan which calls for "Rural Density Residential" at this location. The Board also finds that the request is reasonable and in the public interest as it is compatible to and in harmony with the surrounding land use activities and zoning. Unanimous approval.

First Class and Record Owners' Mailed Notice Certification

A certified copy of the tax record owner(s) of the subject and adjacent properties and their tax record mailing address is contained within the case file and is incorporated by reference as if delivered herewith. The record owners' certified receipt of notice is also included.

REQUEST

Rezoning A1 to R40A

Applicant requests a rezoning from A1 Agricultural District to R40A Residential District for two parcels of approximately 4.01 combined acres located at 2140 Rich Walker Road. One parcel is occupied by a single-family home and the abutting parcel to the West is currently vacant wooded land. The intent of the property owner is to recombine and subdivide to create 3 separate lots for family with a minimum of 40,000 sq. ft. per lot and be able to accommodate a manufactured home. The existing structure located on the lot appears to be non-conforming due to being located within the front yard setback of A1 standards. With the proposal of R40A, the structure will be brought into compliance with setbacks, alleviating the nonconformity.

PROPERTY INFORMATION

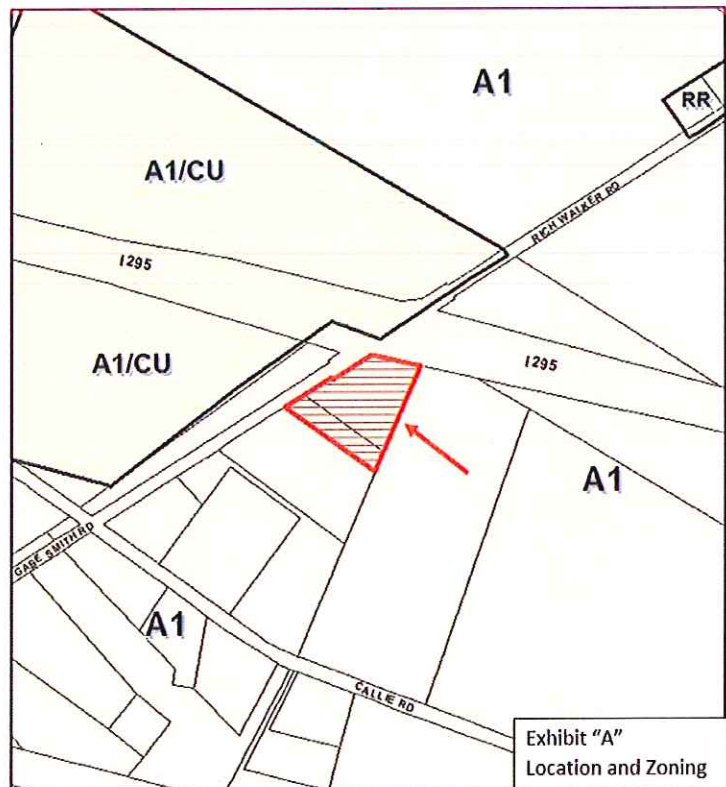
OWNER/APPLICANT: Bertha Elliott (Owner)

ADDRESS/LOCATION: Refer to Exhibit "A", Location and Zoning Map. REID number: 0550770029000; 0550668973000

SIZE: 4.01 +/- acres within two parcels. The eastern parcel contains approximately 2.94 acres and the western parcel approximately 1.07 acres. Road frontage along Rich Walker Road is a combined 460 +/- feet. The property has a varying depth but is approximately 520 +/- feet in length at its deepest point.

EXISTING ZONING: The subject property is currently zoned A1 Agricultural District. Minimum lot size for this district is two acres. This district is intended to promote and protect agricultural lands, including woodland, within the County. The general intent of the district is to permit all agricultural uses to exist free from most private urban development except for large lot, single-family development. Some public and/or semi-public uses as well as a limited list of convenient commercial uses are permitted to ensure essential services for the residents.

EXISTING LAND USE: The eastern parcel contains a single-family home, and the western parcel is currently vacant, wooded land. Exhibit "B" shows the existing use of the subject property.



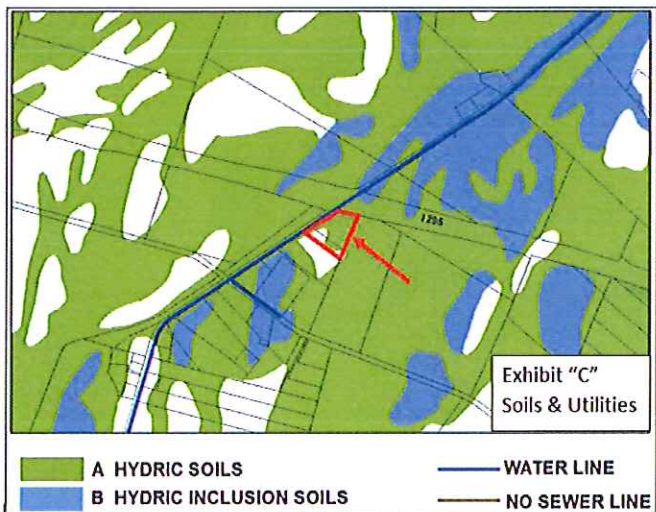
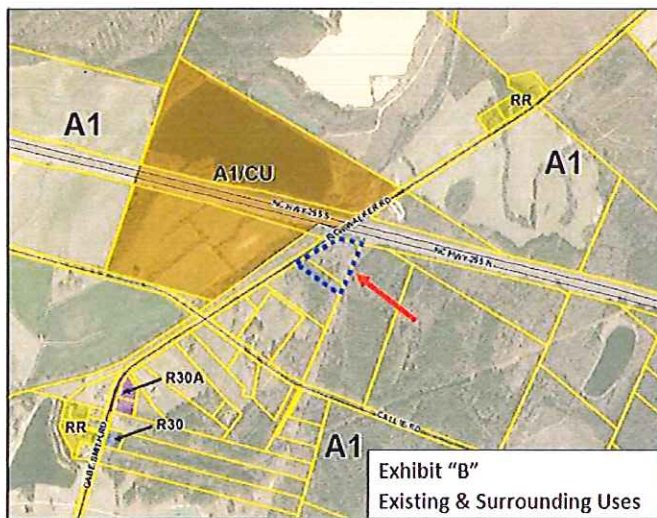
SURROUNDING LAND USE: Exhibit "B" illustrates the following:

- **North:** Wooded lands and farmland
- **East:** Farmland & I-295 N
- **West:** Single family homes
- **South:** Wooded land

OTHER SITE CHARACTERISTICS: The site is located within a Watershed, but not within a Floodplain Hazard Area. Comments from the Watershed Review Officer (WRO) include:

- An application for watershed approval must be submitted to the Watershed Review Officer (WRO) and plans must be approved by the WRO prior to final plat approval and/or prior to application for any building/zoning permits.
(Note: This approval may require additional conditions restricting the development of this property.) A copy of the WRO's approval of this plat/plan must be submitted to Code Enforcement at the time of application for any permits. County Watershed Protection Ordinance, Section 31A-28
- Prior to the application of any Building Permits, a Watershed Protection Permit must be issued by the WRO.
- Prior to application for the building final inspection, a Watershed Occupancy Permit must be issued for each lot/tract within this development before a Certificate of Occupancy will be issued.
- The Watershed Protection Permit shall expire if a building permit or a Watershed Occupancy Permit for such use is not obtained by the applicant within twelve (12) months from the date of issuance. County Watershed Protection Ordinance Section 31A-27 § D.
- This parcel is located in Cape Fear River Watershed. WS-IV-PA

The subject property, as delineated in Exhibit "C", illustrates presence of hydric soils at the property.



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)
2 dwelling units	4 dwelling units

- Assumes 80% of land is usable for development after exclusion of potential area for roads and drainage.
- Calculation: $(\text{total developable area times } 0.8) / \text{minimum lot size for zone district}$.
- Section 202 (A): Lot count may be rounded-up when a fraction occurs. When any requirement of this ordinance results in a fraction of a unit, a fraction of one-half or more shall be considered a whole unit, and a fraction of less than one-half shall be disregarded.

COMPREHENSIVE PLANS: This property is located within the Eastover Area Land Use Plan (2018).

The future land use classification of the property is Rural Density Residential, Maximum Density 30,000 square feet (Exhibit D).

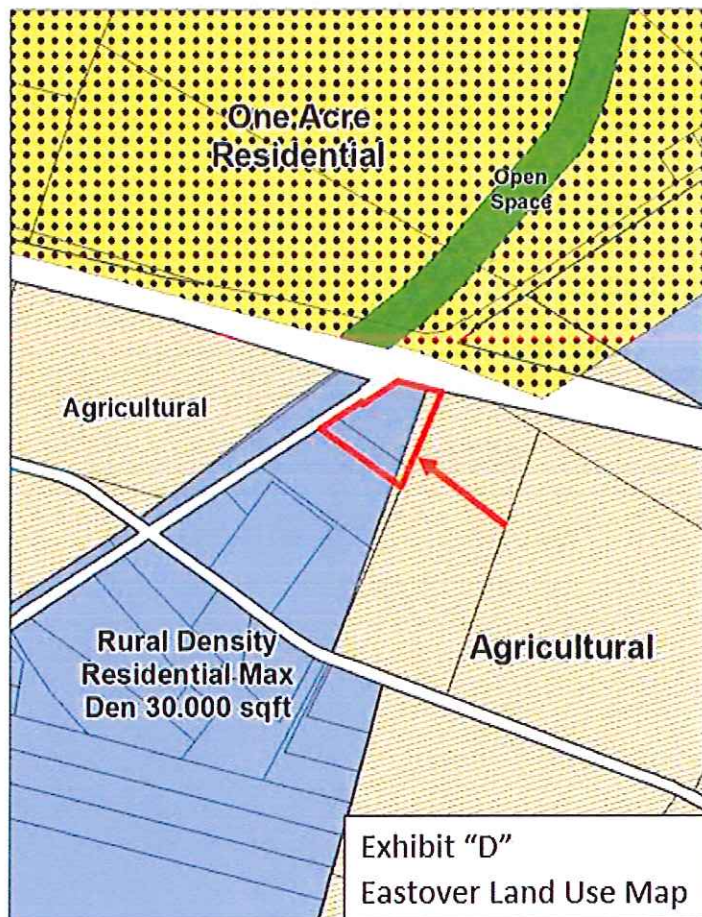
Associated Zoning districts for this classification are R30, R30A, R40, R40A.

The proposed rezoning request is consistent with the adopted Land Use Plan.

APPLICABLE PLAN GOALS/POLICIES:

Residential Development Goal: "Provide for a full range of housing types with adequate infrastructure throughout that is in harmony with the surrounding areas and accommodates the future needs of the residents while maintaining the character of the area.

- Use development techniques that preserve the rural character of the area." (p. 49)



IMPACTS ON LOCAL INFRASTRUCTURE AND/OR FACILITIES

UTILITIES: Water lines are available near the subject property, but sewer lines are not available. It is the applicant's responsibility to determine if this utility provider will serve their development. Utilities for water and sewer are shown on Exhibit "C". Septic will likely be required, and the lot size must meet the minimum area necessary to accommodate both.

TRAFFIC: The subject property sits on Rich Walker Rd which is categorized as a local road in the Metropolitan Transportation Plan. There are no roadway construction improvement projects planned for Rich Walker Rd, and the subject property will have no significant impact on the Transportation Improvement Program. In addition, there is no 2021 AADT for Rich Walker Rd nor is there any 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 subdivide should not generate enough traffic to significantly impact Rich Walker Road.

SCHOOLS CAPACITY/ENROLLMENT:

School	Capacity	Enrollment
Eastover Central Elementary	480	311
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 stated to ensure all applicable fire department access requirements are met in accordance with Section 503 of the 2018 NC Fire Code.

SPECIAL DISTRICTS: The property is not located within the Fayetteville Regional Airport Overlay District or within five miles of Fort Bragg Military Base.

CONDITIONS OF APPROVAL: This is a conventional zoning and there are no conditions at this time.

STAFF RECOMMENDATION

In Case ZON-22-0076, staff **recommends approval** of the rezoning request from A1 Agricultural District to R40A Residential District. Staff finds the request is consistent with the Eastover Area Land Use Plan which calls for "Rural Density Residential" at this location. Staff also finds that the request is reasonable and in the public interest as it is compatible to and in harmony with the surrounding land use activities and zoning.

Attachments:
Notification Mailing List
Application

ATTACHMENT – MAILING LIST

EFREM THEION KING
4647 CASTOR AVE
PHILADELPHIA, PA 19124

FANNIE S PARKER; BETTY ANN HARVEY
8076 E PHIRNE RD
GLEN BURNIE, MD 21061

WILLIAM THOMAS BEARD; JOHN A
CARTER; ADAM CARTER; SUSAN CARTER
CANADY
829 MCCASKILL RD
CARTHAGE, NC 28327

BERTHA KING ELLIOTT
2140 RICH WALKER RD
WADE, NC 28395

OSCAR ROCHESTER KING; ANNIE
ELIZABETH KING
2051 CALLIE RD
WADE, NC 28395

LINDA FAYE MCLAURIN; SANDRA KAYE
TEW; JOAN RAYE DAUGHTRY
5725 DUNN RD
WADE, NC 28395

SAMUEL W BOWYER; FRANCE BOWYER
PO BOX 53186
FAYETTEVILLE, NC 28305

DESI A KING
2062 CALLIE RD
WADE, NC 28395

EVERLY A SMITH; NATHALIA LEE SMITH
9540 WATTS RD
OWINGS MILLS, MD 21117

ANGEL MARIA HARRIS; ANDREW MARCUS
HARRIS
3618 GABE SMITH RD
WADE, NC 28395

ROBERT STANFORD CARROLL JR
3949 EASTDALE DR
FAYETTEVILLE, NC 28311

ROBERT E COOPER
2699 RIVER RD
FAYETTEVILLE, NC 28312

VALENTINA M SMITH
4531 28TH RD SOUTH APT A
ARLINGTON, VA 22206

BETTY ANN HARVEY; RAY G HARVEY
6753 WADE STEDMAN RD
WADE, NC 28395

DEMETRIC TERRELL COPENING; T'NIKA
MELVIN
117 MULLINS AVE
FAYETTEVILLE, NC 28301

COOL HARDING LLC
578 W21060 TWIN PONDS RD
MUSKEGO, WI 53150

ATTACHMENT: APPLICATION



County of Cumberland
—◆—
Planning & Inspections Department

CASE #: _____

PLANNING BOARD
MEETING DATE: _____

DATE APPLICATION
SUBMITTED: _____

RECEIPT #: _____

RECEIVED BY: _____

**APPLICATION FOR
REZONING REQUEST
CUMBERLAND COUNTY ZONING ORDINANCE**

The following items are to be submitted with the completed application:

1. A copy of the *recorded* deed and/or plat.
2. If a portion(s) of the property is being considered for rezoning, an accurate written legal description of only the area to be considered;
3. A check made payable to "Cumberland County" in the amount of \$ 250.
(See attached Fee Schedule).

Rezoning Procedure:

1. Completed application submitted by the applicant.
2. Notification to surrounding property owners.
3. Planning Board hearing.
4. Re-notification of interested parties / public hearing advertisement in the newspaper.
5. County Commissioners' public hearing (approximately four weeks after Planning Board public hearing)
6. If approved by the County Commissioners, rezoning becomes effective immediately.

The Planning & Inspections Staff will advise on zoning options, inform applicants of development requirement and answer questions regarding the application and rezoning process. For further questions, call (910)678-7603 or (910)678-7609. Hours of operation are 8:00 a.m. to 5:00 p.m., Monday through Friday.

NOTE: Any revisions, inaccuracies or errors to the application may cause the case to be delayed and will be scheduled for the next available board meeting according to the board's meeting schedule. Also, the application fee is *nonrefundable*.

**TO THE CUMBERLAND COUNTY JOINT PLANNING BOARD AND THE BOARD OF
COUNTY COMMISSIONERS OF CUMBERLAND COUNTY, NC:**

I (We), the undersigned, hereby submit this application, and petition the County Commissioners to amend and to change the zoning map of the County of Cumberland as provided for under the provisions of the County Zoning Ordinance. In support of this petition, the following facts are submitted:

1. Requested Rezoning from A1 to R40A
2. Address of Property to be Rezoned: 2140 Rich Walker Rd - Wade NC 28395
3. Location of Property: 2140 Rich Walker Rd
Wade NC 28395
4. Parcel Identification Number (PIN #) of subject property: 0550770029000
(also known as Tax ID Number or Property Tax ID) 0550668973000
5. Acreage: 3.94 ^{4.01} ^{10/24/02} Frontage: 1/2 ⁶⁰ ⁰⁰ Depth: 118 ⁵²⁰ ^{ft}
6. Water Provider: Well: _____ PWC: _____ Other (name): Eastover
7. Septage Provider: Septic Tank X PWC _____
8. Deed Book 2714, Page(s) 0341, 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: Turn bk into
Residential
11. Do you own any property adjacent to or across the street from this property?
Yes _____ No ✓ If yes, where? _____
12. Has a violation been issued on this property? Yes _____ No ✓

A copy of the recorded deed(s) and/or recorded plat map(s) must be provided. If the area is a portion of a parcel, a written legal description by metes and bounds, showing acreage must accompany the deeds and/or plat. If more than one zoning classification is requested, a correct metes and bounds legal description, including acreage, for each bounded area must be submitted.

The Planning and Inspections Staff is available for advice on completing this application; however, they are not available for completion of the application.

The undersigned hereby acknowledge that the County Planning Staff has conferred with the petitioner or assigns, and the application as submitted is accurate and correct.

Bertha K. Elliott
NAME OF OWNER(S) (PRINT OR TYPE)

2140 Rich Walker Rd - Wade NC 28395
ADDRESS OF OWNER(S)

910 323-5406
HOME TELEPHONE #

(C) 910 391 4728
WORK TELEPHONE #

Bertha K Elliott
NAME OF AGENT, ATTORNEY, APPLICANT (PRINT OR TYPE)

2140 Rich Walker Rd Wade NC 28395
ADDRESS OF AGENT, ATTORNEY, APPLICANT

elliott.bertha@yahoo.com
E-MAIL

(910) 323-5406
HOME TELEPHONE #

(C) (910) 391-4728
WORK TELEPHONE #

Bertha K Elliott
SIGNATURE OF OWNER(S)

SIGNATURE OF AGENT, ATTORNEY OR APPLICANT

SIGNATURE OF OWNER(S)

The contents of this application, upon submission, become "public record."

Ad Preview

PUBLIC NOTICE

The Cumberland County Board of Commissioners will meet at 6:45 p.m. on Tuesday, January 17, 2023 in room 118 of the County Courthouse at 117 Dick Street to hear the following:

ZON-22-0043: Rezoning A1 Agricultural Dis. to RR/CZ Rural Residential Conditional Zoning Dis. or a more restrictive zoning dis., 106.75 +/- ac; east of Hummingbird Pl and west of Maxwell Rd; George Rose (applicant) Astrakel International Ltd (owner).

ZON-22-0076: Rezoning from A1 Agricultural Dis. to R40A Residential Dis. or a more restrictive zoning dis.; 4.01 +/- ac.; 2140 Rich Walker Rd and abutting parcel; Bertha Elliott (applicant/owner).

ZON-22-0077: Rezoning from CD Conservancy District to A1 Agricultural District or a more restrictive zoning district; 2.00 +/- acres; located on a portion of the abutting parcel east of 7632 Sim Canady Rd; submitted by Bradley Allee & Lynne Gralewski (applicant/owner).
01-03, 01-10/2023



PLANNING AND INSPECTIONS DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JANUARY 17, 2023

TO: BOARD OF COUNTY COMMISSIONERS

FROM: CUMBERLAND COUNTY JOINT PLANNING BOARD

DATE: 1/5/2023

SUBJECT: CASE ZON-22-0077

BACKGROUND

ZON-22-0077: Rezoning from CD Conservancy District to A1 Agricultural District or to a more restrictive zoning district for 2.00 +/- acres; located on a portion of the abutting parcel east of 7632 Sim Canady Road; submitted by Bradley Allee & Lynne Gralewski (applicant/owner).

RECOMMENDATION / PROPOSED ACTION

Planning Board Action: Recommended approval of the rezoning request from CD Conservancy District to A1 Agricultural District at their December 20, 2022 meeting for the reasons stated and as fully reflected in the minutes of the Planning Board Meeting which are incorporated herein by reference.

Staff Recommendation: In Case ZON-22-0077, Staff recommends approval of the rezoning request from CD Conservancy District to A1 Agricultural District. Staff finds the request is consistent with the South-Central Land Use Plan which calls for "Farmland" at this location. Staff also finds that the request is reasonable and in the public interest as it is compatible to and in harmony with the surrounding land use activities and zoning.

If the Board of Commissioners wishes to follow the recommendation of the Planning Board in this case, the following motion is appropriate:

MOTION:

In Case ZON-22-0077, I move to approve the rezoning request from CD Conservancy District to A1 Agricultural 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-22-0077, I move to deny the rezoning request from CD Conservancy District to A1 Agricultural 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

Case ZON-22-0077

Type

Backup Material

Renee Paschal
Interim County Manager

Sally Shutt
Assistant County Manager



Rawls Howard
Director

David Moon
Deputy Director

Planning & Inspections Department

JANUARY 5, 2023

MEMO TO: Cumberland County Board of Commissioners

FROM: Cumberland County Joint Planning Board

SUBJECT: **ZON-22-0077:** Rezoning from CD Conservancy District to A1 Agricultural District or to a more restrictive zoning district for 2.00 +/- acres; located on a portion of the abutting parcel east of 7632 Sim Canady Road; submitted by Bradley Allee & Lynne Gralewski (applicant/owner).

ACTION: Recommended approval of the rezoning request from CD Conservancy District to A1 Agricultural District at their December 20, 2022 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 DECEMBER 20, 2022

In Case ZON-22-0077, Staff recommends approval of the rezoning request from CD Conservancy District to A1 Agricultural 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.

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First Class and Record Owners' Mailed Notice Certification

A certified copy of the tax record owner(s) of the subject and adjacent properties and their tax record mailing address is contained within the case file and is incorporated by reference as if delivered herewith. The record owners' certified receipt of notice is also included.

REQUEST

Rezoning CD to A1

Applicant requests a rezoning from CD Conservancy District to A1 Agricultural District for a 2.00 +/- acre portion of one parcel containing 14.84 +/- acres located at 7632 Sim Canady Road. The parcel is currently vacant. The intent of the property owner is to rezone the CD portion adjacent to the existing 2-acre tract to the west to A1 to allow a home on that portion of the property. All of the proposed rezoning area is outside the current flood zone.

PROPERTY INFORMATION

OWNER/APPLICANT: Bradley Allee and Lynne Gralewski (Owner)

ADDRESS/LOCATION: Refer to Exhibit "A", Location and Zoning Map. REID number: 0420470634000

SIZE: 2.00 +/- acre portion of a 14.84 +/- acre tract within one parcel. Road frontage along Sim Canady Road is 133 +/- feet. The property is approximately 1652 +/- feet in length at its deepest point.

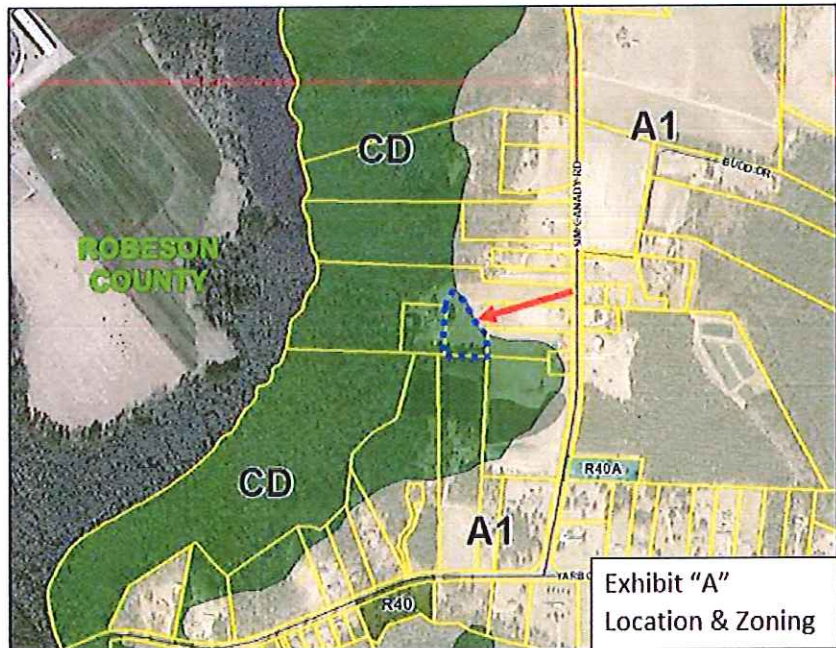
EXISTING ZONING:

A portion of the subject property is currently zoned CD Conservancy District. This district is designed to preserve and protect identifiable natural resources from urban encroachment. The general intent of the district is to provide open area uses for such resource areas that will continue to provide limited development potential while preserving existing conditions to the extent feasible. Areas to be zoned in this district shall be identifiable as swamp, marsh, flood land, poor or very severe soils areas or managed and unmanaged woodland on USGS (Geological Survey) maps, soil maps prepared by the USDA (Department of Agriculture) Soil Conservation Service or other appropriate sources and on file in the County Planning and Inspections Department.

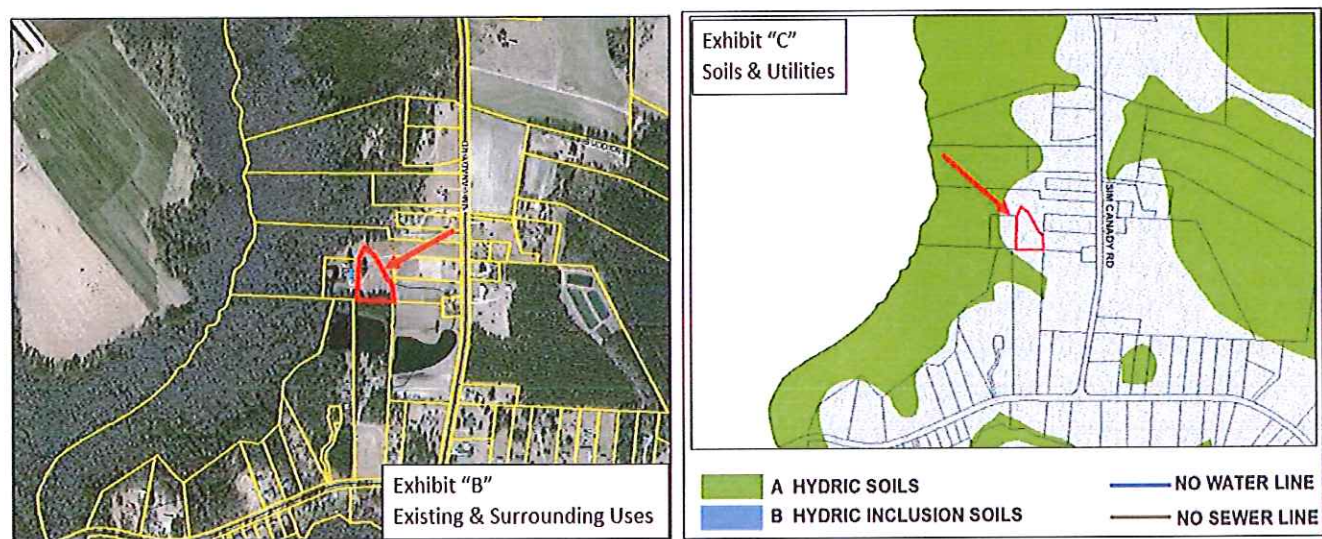
EXISTING LAND USE: The parcel is currently vacant. Exhibit "B" shows the existing use of the subject property.

SURROUNDING LAND USE: Exhibit "B" illustrates the following:

- **North:** Wooded land and single-family homes
- **East:** Wooded lands and single-family homes
- **West:** Wooded land, farmland, and Robeson County
- **South:** Farmland and single-family homes



OTHER SITE CHARACTERISTICS: The site is not located in a Watershed. A portion of the 14.84 +/- parent tract is located in a Flood Zone Hazard Area, but the rezoning portion requested is excluded. The subject property, as delineated in Exhibit "C", illustrates presence of hydric soils at the rear portion of the property.



DEVELOPMENT REVIEW: Subdivision and/or site plan review by County Planning & Inspections will be required before any development.

DIMENSIONAL PROVISIONS FOR REQUESTED DISTRICT:

Minimum Standard	CD (Existing Zoning)	A1 (Proposed)
Front Yard Setback	50 Feet	50 feet
Side Yard Setback	50 Feet	20 feet (one story) 25 feet (two story)
Rear Yard Setback	50 Feet	50 feet
Lot Area	N/A	2 acres
Lot Width	N/A	100'

Development Potential:

Existing Zoning (CD)	Proposed Zoning (A1)
N/A	2 dwelling units

- Assumes 80% of land is usable for development after exclusion of potential area for roads and drainage.
- Calculation: *(total developable area times 0.8)/minimum lot size for zone district.*
- Section 202 (A): Lot count may be rounded-up when a fraction occurs. When any requirement of this ordinance results in a fraction of a unit, a fraction of one-half or more shall be considered a whole unit, and a fraction of less than one-half shall be disregarded.

COMPREHENSIVE PLANS: This property is located within the South-Central Land Use Plan (2015).

The future land use classification of the subject property is "Farmland".

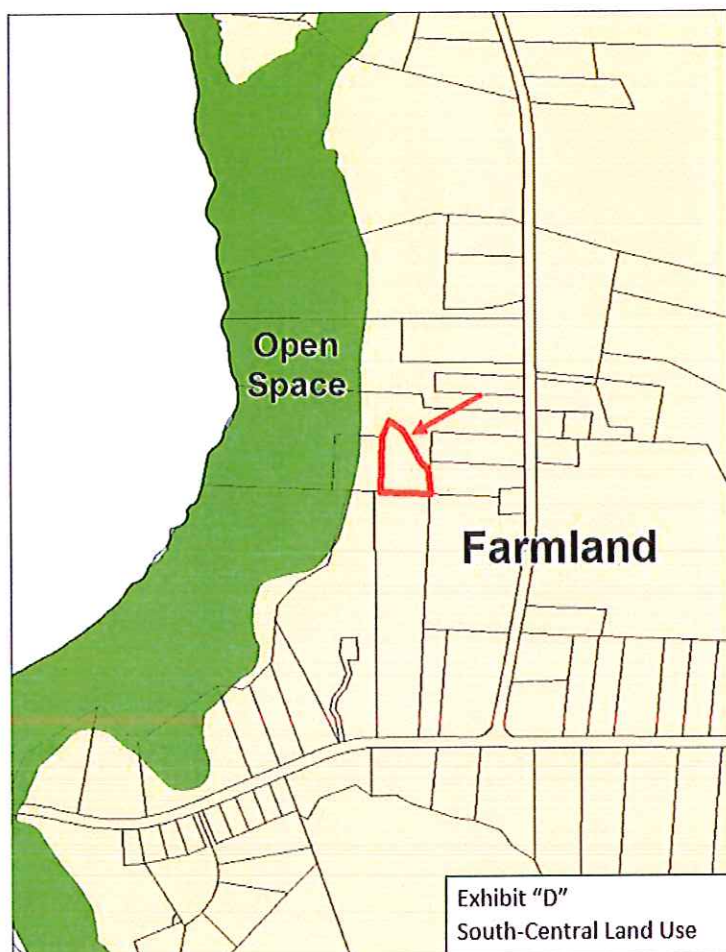
Associated zoning districts for the Farmland classification are A1, A1A, and CD.

The proposed rezoning is consistent with the adopted Land Use Plan.

APPLICABLE PLAN GOALS/POLICIES:

Residential Development Goal:

- Encourage the use of low impact development techniques.
- **Locate residential areas with respect to natural and environmental sensitive areas.**" (p. 93)



IMPACTS ON LOCAL INFRASTRUCTURE AND/OR FACILITIES

UTILITIES: Water and sewer lines are not available near the subject property. It is the applicant's responsibility to determine if this utility provider will serve their development. Utilities for water and sewer are shown on Exhibit "C". Well and septic will likely be required, and the lot size must meet the minimum area necessary to accommodate both.

TRAFFIC: The subject property sits on Sim Canady Rd which is categorized as a local road in the Metropolitan Transportation Plan. There are no roadway construction improvement projects planned for Sim Canady Rd, and the subject property will have no significant impact on the Transportation Improvement Program. In addition, the 2021 AADT for Sim Canady Rd is 300 and there is not any road capacity data available. Due to lack of data and the small scale, the rezoning request does not demand a trip generation. The rezoning should not generate enough traffic to significantly impact Sim Canady Rd.

SCHOOLS CAPACITY/ENROLLMENT:

School	Capacity	Enrollment
Gray's Creek Elementary	432	424
Gray's Creek Middle	1083	1125
Gray's Creek High	1517	1396

ECONOMIC DEVELOPMENT: Fayetteville Cumberland County Economic Development Corporation has reviewed the request and had no objection to the proposed request.

EMERGENCY SERVICES: Cumberland County Fire Marshal's office has reviewed the request and has no objections to the rezoning request.

SPECIAL DISTRICTS: The property is not located within the Fayetteville Regional Airport Overlay District or within five miles of Fort Bragg Military Base.

CONDITIONS OF APPROVAL: This is a conventional zoning and there are no conditions at this time.

STAFF RECOMMENDATION

In Case ZON-22-0077, staff **recommends approval** of the rezoning request from CD Conservancy District to A1 Agricultural 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

THOMAS A TATUM; JOYCE ANN TATUM
1757 YARBOROUGH RD
PARKTON, NC 28371

STEPHEN KENNTTEH BRAMBLE
7639 SIM CANADY RD
PARKTON, NC 28371

BRADLEY J ALLEE; M GRALEWSKI LYNNE
7632 SIM CANADY RD
PARKTON, NC 28371

NELSON AYALA REYES
7580 SIM CANADY RD
PARKTON, NC 28371

MARCUS RAPHEL MCCCOLLUM
7609 SIM CANADY ROAD
PARKTON, NC 28371

VIRGINA C CARROLL
2404 MORGANTON RD
FAYETTEVILLE, NC 28303

WILBUR G MCMILLAN LIFE ESTATE
7580 SIM CANADY ROAD
PARKTON, NC 28371

STEPHEN K BRAMBLE TRUSTEE;
CHRISTOPHER HAL BRAMBLE TRUSTEE
7661 SIM CANADY ROAD
PARKTON, NC 28371

ZACKARY RYAN BLACKWELL
1741 YARBOROUGH RD
PARKTON, NC 28371

JOSHUA W HADDOCK
7623 SIM CANADY ROAD
PARKTON, NC 28371

CHRISTIOPTHER HAL BRAMBLE
7654 SIM CANADY ROAD
PARKTON, NC 28371

WILLIAM JAMES CARNINE; SCARLETTE
TYSON CARNINE
1803 YARBOROUGH RD
PARKTON, NC 28371

VALORIE FOSTER
7609 SIM CANADY ROAD
PARKTON, NC 28371

JAMES WILTON BUDD JR; PATRICIA
ANNETTE USHER
243 SHAW MILL RD
SAINT PAULS, NC 28384

EARL R SLAPPE III
7735 SIM CANADY ROAD
PARKTON, NC 28371

DAVID JEROME LOCKE; MICHELLE
GARRISON LOCKE
1816 SWWT PAULS AVE
FAYETTEVILLE, NC 28304

CHARLES D WHITT; CYNTHIA WHITT
1765 YARBOROUGH RD
PARKTON, NC 28371

DANIEL THOMAS MOSS; SUSAN ANN MOSS
5305 SIMMONS DR
LUMBERTON, NC 28360

CHARLES FRANKLIN JUSTICE
1410 W BROAD ST
ST PAULS, NC 28348

WILBER K DUNLAP; CHRISTINA H
DUNLAP
7666 SIM CANADY ROAD
PARKTON, NC 28371

GLENNA M MCFAYDEN
7530 SIM CANADY ROAD
PARKTON, NC 28371

GARY MCCRAE PAIT
1851 YARBOROUGH RD
PARKTON, NC 28371

ATTACHMENT: APPLICATION



County of Cumberland
— ♦ —
Planning & Inspections Department

CASE #: ZON 22 7077

PLANNING BOARD
MEETING DATE: _____

DATE APPLICATION
SUBMITTED: _____

RECEIPT #: _____

RECEIVED BY: _____

**APPLICATION FOR
REZONING REQUEST
CUMBERLAND COUNTY ZONING ORDINANCE**

The following items are to be submitted with the completed application:

1. A copy of the *recorded* deed and/or plat.
2. If a portion(s) of the property is being considered for rezoning, an accurate written legal description of only the area to be considered;
3. A check made payable to "Cumberland County" in the amount of \$ _____.
(See attached Fee Schedule).

Rezoning Procedure:

1. Completed application submitted by the applicant.
2. Notification to surrounding property owners.
3. Planning Board hearing.
4. Re-notification of interested parties / public hearing advertisement in the newspaper.
5. County Commissioners' public hearing (approximately four weeks after Planning Board public hearing)
6. If approved by the County Commissioners, rezoning becomes effective immediately.

The Planning & Inspections Staff will advise on zoning options, inform applicants of development requirement and answer questions regarding the application and rezoning process. For further questions, call (910)678-7603 or (910)678-7609. Hours of operation are 8:00 a.m. to 5:00 p.m., Monday through Friday.

NOTE: Any revisions, inaccuracies or errors to the application may cause the case to be delayed and will be scheduled for the next available board meeting according to the board's meeting schedule. Also, the application fee is *nonrefundable*.

TO THE CUMBERLAND COUNTY JOINT PLANNING BOARD AND THE BOARD OF
COUNTY COMMISSIONERS OF CUMBERLAND COUNTY, NC:

I (We), the undersigned, hereby submit this application, and petition the County Commissioners to amend and to change the zoning map of the County of Cumberland as provided for under the provisions of the County Zoning Ordinance. In support of this petition, the following facts are submitted:

1. Requested Rezoning from CD to A-1
2. Address of Property to be Rezoned: 7632 Sim Cinsely Rd Perham NC 28371
3. Location of Property: 7632 Sim Cinsely Rd Perham NC 28371
4. Parcel Identification Number (PIN #) of subject property: 0420470638000
(also known as Tax ID Number or Property Tax ID)
5. Acreage: 14.84 Frontage: 133 Depth: 1652
6. Water Provider: Well: X PWC: _____ Other (name): _____
7. Septage Provider: Septic Tank X PWC _____
8. Deed Book 2007 9544, Page(s) 0268, Cumberland County Registry. (Attach copy of deed of subject property as it appears in Registry).
9. Existing use of property: Vacant
10. Proposed use(s) of the property: Single Residence
11. Do you own any property adjacent to or across the street from this property?
Yes X No _____ 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.

Bradley S Allee Lynne M Orlewski
NAME OF OWNER(S) (PRINT OR TYPE)

7632 Sam Coady Rd Parkton NC 28371
ADDRESS OF OWNER(S)

910 299 2928 907 306 5151
HOME TELEPHONE # WORK TELEPHONE #

Bradley S Allee Lynne M Orlewski
NAME OF AGENT, ATTORNEY, APPLICANT (PRINT OR TYPE)

7632 Sam Coady Rd Parkton NC
ADDRESS OF AGENT, ATTORNEY, APPLICANT

BS Allee 0926@gmail.com
E-MAIL

910 299 2928 907 306 5151
HOME TELEPHONE # WORK TELEPHONE #

[Signature] [Signature]
SIGNATURE OF OWNER(S) SIGNATURE OF AGENT, ATTORNEY OR APPLICANT

LM Orlewski-Allee
SIGNATURE OF OWNER(S)

The contents of this application, upon submission, become "public record."

Ad Preview

PUBLIC NOTICE

The Cumberland County Board of Commissioners will meet at 6:45 p.m. on Tuesday, January 17, 2023 in room 118 of the County Courthouse at 117 Dick Street to hear the following:

ZON-22-0043: Rezoning A1 Agricultural Dis. to RR/CZ Rural Residential Conditional Zoning Dis. or a more restrictive zoning dis., 106.75 +/- ac; east of Hummingbird Pl and west of Maxwell Rd; George Rose (applicant) Astrakel International Ltd (owner).

ZON-22-0076: Rezoning from A1 Agricultural Dis. to R40A Residential Dis. or a more restrictive zoning dis.; 4.01 +/- ac.; 2140 Rich Walker Rd and abutting parcel; Bertha Elliott (applicant/owner).

ZON-22-0077: Rezoning from CD Conservancy District to A1 Agricultural District or a more restrictive zoning district; 2.00 +/- acres; located on a portion of the abutting parcel east of 7632 Sim Canady Rd; submitted by Bradley Allee & Lynne Gralewski (applicant/owner).
01-03, 01-10/2023



COMMUNITY DEVELOPMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JANUARY 17, 2023

TO: BOARD OF COUNTY COMMISSIONERS

FROM: DEE TAYLOR, DIRECTOR OF COMMUNITY DEVELOPMENT

DATE: 1/5/2023

**SUBJECT: CONSIDERATION OF AMENDMENT AGREEMENT UNDER THE
HOME INVESTMENT PARTNERSHIPS PROGRAM WITH KINGDOM
COMMUNITY DEVELOPMENT CORPORATION**

BACKGROUND

At the Board of Commissioners meeting held on May 17, 2021, the Board approved the funding agreement with Kingdom Community Development Corporation in the amount not to exceed \$500,000. The funds are provided through the Home Investment Partnerships Program (HOME) established by the U.S. Department of Housing and Urban Development. The funds are being used to construct affordable housing units that will target low to moderate income households.

The original agreement is being amended to include the following changes:

- The term of the agreement will be extended from January 23, 2023 to June 30, 2023;
- The second paragraph under the Scope of Services is deleted as recommended by the HUD Greensboro Field Office; and
- The number of units is changed from four units to five units due to additional resources KCDC was able to leverage. These additional funds are not County funds and will not be managed through the County.

There is no change in the amount of HOME funds.

RECOMMENDATION / PROPOSED ACTION

Community Development staff recommends and requests that the Board of Commissioners take the following action:

- Approve the amendment to the agreement with Kingdom Community Development Corporation

ATTACHMENTS:

Description	Type
Amendment Agreement with Kingdom Community Development Corporation	Backup Material

**NORTH CAROLINA
CUMBERLAND COUNTY**

**SUBRECIPIENT AGREEMENT AMENDMENT
CHDO – HOME PROGRAM**

THIS AGREEMENT AMENDMENT entered this 28th day of December 2022 by and between Cumberland County (herein called the "**County**") and Kingdom Community Development Corporation, a Community Housing Development Organization (herein called the "**CHDO**") located at 127 N. Main Street, Spring Lake, North Carolina.

WHEREAS, the County has received funds from the Department of Housing and Urban Development under the Home Investment Partnerships Program (HOME);

WHEREAS, the County of Cumberland executed an Agreement on May 24, 2021, with the Sub recipient to use HOME funds in the amount of \$500,000 to construct affordable housing for low to moderate income households; and

NOW, THEREFORE, the Sub recipient Agreement executed between the County of Cumberland and the Sub recipient is hereby amended as follows:

Section I.A, Activities in the Agreement is deleted in its entirety and in lieu thereof the following is inserted:

"I. SCOPE OF SERVICES

A. Activities

The CHDO will be responsible for administering funds in a manner satisfactory to the County and consistent with any standards required as a condition of providing these funds. Funds granted to the CHDO under the CHDO set-aside must meet the 'own, develop, or sponsor' requirement in 24 CFR Part 92.

1. Phase II: Construction – HOME funds will be utilized for the construction of five single-family homes located on the property of Elizabeth and Lee Streets in Spring Lake, North Carolina as part of a multi-phased affordable housing development project. The dwelling units will be occupied by low to moderate income households."

Section II, Time of Performance in the Agreement is deleted in its entirety and in lieu thereof the following is inserted:

"II. TIME OF PERFORMANCE

All construction activities shall be completed no later than June 30, 2023. A final accounting for the expenditure of all County funds shall be submitted no later than July 15, 2023. Any funds that were not expended in accordance with the final accounting shall be remitted with the final accounting."

Except as expressly amended above, all other terms and provisions of the Agreement shall remain in full force and effect.

"III. INCORPORATED DOCUMENTS

- II. Certification Regarding Lobbying
- III. Federal Contracting Requirements

Contract # 2021405
PO # 23000296

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives effective the day and year first above written.

COUNTY OF CUMBERLAND, NC

ATTEST:

By: _____
Clerk to the Board of
County Commissioners

By: _____
DR. TONI STEWART, Chair Date

[OFFICIAL SEAL]

ATTEST:

**KINGDOM COMMUNITY
DEVELOPMENT CORPORATION**

By: Mary H. King
Secretary

By: Billy R King 1/3/23
Chair Date

[SEAL]

PRE-AUDIT CERTIFICATE:

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

**APPROVED FOR LEGAL SUFFICIENCY
UPON FORMAL EXECUTION BY ALL PARTIES**

By: _____
County Finance Director Date

By: _____
County Attorney's Office Date
Agreement Expires:
(X) Renewable
() Non-Renewable

STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND

I, Isaceli De Jesus, a Notary Public of the County and State aforesaid, certify that
Mary H. King, personally appeared before me this day and acknowledged that
he/she is (Assistant) Secretary of KINGDOM COMMUNITY DEVELOPMENT CORPORATION, and that by
authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by
its Chair, sealed with its corporate seal and attested by him/her as its (Assistant) Secretary.

WITNESS my hand and Notarial Seal, this 3 day of January, 2023.

My Commission Expires: 10/27/2024

Isaceli De Jesus
Notary Public

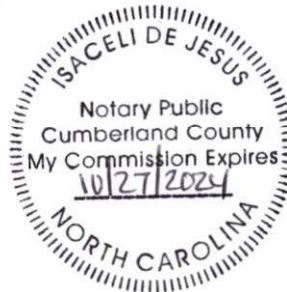


EXHIBIT II

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, KINGDOM CDC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Billy King

Signature of Contractor's Authorized Official

Billy R. King BOARD CHAIR

Name and Title of Contractor's Authorized Official

1/3/23

Date

EXHIBIT III

Federal Contracting Requirements

This attachment is incorporated into the Contract between the County and the Contractor/sub grantee. Capitalized terms not defined in this Attachment shall have the meanings assigned to such terms in the Contract. All references to the "Contractor/sub grantee" or "Company" or "Vendor" or "Provider" shall be deemed to mean the Contractor/sub grantee.

This Contract may be funded in whole or in part with federal funding. As such, federal laws, regulations, policies and related administrative practices apply to this Contract. The most recent of such federal requirements, including any amendments made after the execution of this Contract shall govern the Contract, unless the federal government determines otherwise. The Contractor/sub grantee is responsible for complying with all applicable provisions, updates or modifications that occur in the future relating to these clauses.

To the extent possible, the federal requirements contained in the most recent version of the Uniform Administrative Requirements for federal awards (Uniform Rules) codified at 2.CFR Part 200, including any certifications and contractual provisions required by any federal statutes or regulation referenced therein to be included in this contract are deemed incorporated into this contract by reference and shall be incorporated into any sub-agreement or subcontract executed by the Contractor/sub grantee pursuant to its obligations under this Contract. The Contractor/sub grantee and its sub-Contractor/sub grantees, if any, hereby represent and covenant that they have complied and shall comply in the future with the applicable provisions of the original contract then in effect and with all applicable federal, state, and local laws, regulations, and rules and local policies and procedures, as amended from time to time, relating to Work to be performed under this contract.

Drug Free Workplace Requirements

Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub 100-690, Title V, Subtitle D). All Contractor/sub grantees entering into federal funded contracts over \$100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.

Contractor/sub grantee Compliance

The Contractor/sub grantee shall comply with all uniform administrative requirements, cost principles, and audit requirement for federal awards.

Conflict of Interest

The Contractor/sub grantee must disclose in writing any potential conflict of interest to the County of Cumberland or pass through entity in accordance with federal policy.

Mandatory Disclosures

The Contractor/sub grantee must disclose in writing all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. **Energy Conservation** The Contractor/sub grantee and Sub Contractor/sub grantees agrees to comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. § 6321, et seq.

Federal Water Pollution Control Act

For contracts in excess of \$150,000, the Contractor/sub grantee agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor/sub grantee agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. The Contractor/sub grantee agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.”

Clean Air Act

For contracts in excess of \$150,000, the Contractor/sub grantee agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and the Federal Water Pollution Act as amended (33 USC § 1251-1387).

The Contractor/sub grantee agrees to report any violation to the County immediately upon discovery. The Contractor/sub grantee understands and agrees that the County will, in turn, report each violation as required to assure notification to the County, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency (EPA) Regional Office. Contractor/sub grantee must include this requirement in all subcontracts that exceed \$150,000.

The Contractor/sub grantee agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Access to Records and Reports

The Contractor/sub grantee must maintain an acceptable cost accounting system. The Contractor/sub grantee agrees to provide the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor/sub grantee which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor/sub grantee agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor/sub grantee agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

All Contractor/sub grantees and their successors, transferees, assignees, and Sub Contractor/Sub Grantees acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff.

No Obligation by Federal Government

The County and the Contractor/sub grantee acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the County, the Contractor/sub grantee, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Contractor/sub grantee agrees to include the above clause in each subcontract financed in whole or in part with federal assistance. It is further agreed that the clause shall not be modified, except to identify the sub-Contractor/sub grantee who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor/sub grantee acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor/sub grantee's actions pertaining to this contract. Upon execution of the underlying contract, the Contractor/sub grantee certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the Federally assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor/sub grantee further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor/sub grantee to the extent the Federal Government deems appropriate.

The Contractor/sub grantee also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor/sub grantee, to the extent the Federal Government deems appropriate.

The Contractor/sub grantee agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance. It is further agreed that the clauses shall not be modified, except to identify the sub-Contractor/sub grantees who will be subject to the provisions.

Changes

Any change in the contract cost, modification, change order, or constructive change must be allowable, allocable, within the scope of its funding, grant or cooperative agreement, and reasonable for the completion of project scope. All changes and/or amendments to the contract will be outlined in detail, formalized in writing, and signed by the authorized representative of each party. Contractor/sub grantee's failure to do so shall constitute a material breach of the contract.

Termination

Termination Without Cause. The County may immediately terminate this Agreement at any time without cause by giving 30 days' written notice to the Contractor/sub grantee.

Termination for Default by Either Party. By giving written notice to the other party, either party may terminate this Agreement upon the occurrence of one or more of the following events:

The other party violates or fails to perform any covenant, provision, obligation, term or condition contained in this Agreement, provided that, unless otherwise stated in this Agreement, such failure or violation shall not be cause for termination if both of the following conditions are satisfied: (i) such default is reasonably susceptible to cure; and (ii) the other party cures such default within thirty (30) days of receipt of written notice of default from the non-defaulting party; or

The other party attempts to assign, terminate or cancel this Agreement contrary to the terms hereof; or

The other party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this Agreement shall continue), or if a receiver, trustee or liquidator is appointed for it or any substantial part of other party's assets or properties.

Any notice of default pursuant to this Section shall identify and state the party's intent to terminate this Agreement if the default is not cured within the specified period.

Additional Grounds for Default Termination by the County. By giving written notice to the Contractor/sub grantee, the County may also terminate this Agreement upon the occurrence of one or more of the following events (which shall each constitute grounds for termination without a cure period and without the occurrence of any of the other events of default previously listed):

The Contractor/sub grantee makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Agreement, Contractor/sub grantee's Proposal, or any covenant, agreement, obligation, term or condition contained in this Agreement; or

The Contractor/sub grantee takes or fails to take any action which constitutes grounds for immediate termination under the terms of this Agreement, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by this Agreement, or failure to provide the proof of insurance as required by this Agreement.

Cancellation of Orders and Subcontracts. In the event this Agreement is terminated by the County for any reason prior to the end of the term, the Contractor/sub grantee shall upon termination immediately discontinue all service in connection with this Agreement and promptly cancel all existing orders and subcontracts, which are chargeable to this Agreement. As soon as practicable after receipt of notice of termination, the Contractor/sub grantee shall submit a statement to the County showing in detail the services performed under this Agreement to the date of termination.

No Effect on Taxes, Fees, Charges, or Reports. Any termination of the Agreement shall not relieve the Contractor/sub grantee of the obligation to pay any fees, taxes or other charges then due to the County, nor relieve the Contractor/sub grantee of the obligation to file any daily, monthly, quarterly or annual reports covering the period to termination nor relieve the Contractor/sub grantee from any claim for damages previously accrued or then accruing against the Contractor/sub grantee.

Obligations Upon Expiration or Termination. Upon expiration or termination of this Agreement, the Contractor/sub grantee shall promptly (a) return to the County all computer programs, files, documentation, data, media, related material and any other recording devices, information, or compact discs that are owned by the County; (b) deliver to the County all Work Product; (c) allow the County or a new vendor access to the systems, software, infrastructure, or processes of the Contractor/sub grantee that are necessary to migrate the Services to a new vendor; and (d) refund to the County all pre-paid sums for Products or Services that have been cancelled and will not be delivered.

No Suspension. In the event that the County disputes in good faith an allegation of default by the Contractor/sub grantee, notwithstanding anything to the contrary in this Agreement, the Contractor/sub grantee agrees that it will not terminate this Agreement or suspend or limit the delivery of Products or Services or any warranties or repossess, disable or render unusable any Software supplied by the Contractor/sub grantee, unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.

Authority to Terminate. The County Manager or their designee is authorized to terminate this Agreement on behalf of the County.

Audit. During the term of the Agreement and for a period of one (1) year after termination or expiration of this Agreement for any reason, the County shall have the right to audit, either itself or through a third party, all books and records (including but not limited to the technical records) and facilities of the Contractor/sub grantee necessary to evaluate Contractor/sub grantee's compliance with the terms and conditions of the Agreement or the County's payment obligations. The County shall pay its own expenses, relating to such audits, but shall not have to pay any expenses or additional costs of the Contractor/sub grantee. However, if non-compliance is found that would have cost the County in excess of \$5,000 but for the audit, then the Contractor/sub grantee shall be required to reimburse the County for the cost of the audit.

Remedies

Liquidated Damages: The County and the Contractor/sub grantee acknowledge and agree that the County may incur costs if the Contractor/sub grantee fails to meet the delivery times set forth in the Request for Proposal for the Products and Services. The parties further acknowledge and agree that: (a) the County may be damaged by such failures, including loss of goodwill and administrative costs; but that (b) the costs that the County might reasonably be anticipated to accrue as a result of such failures are difficult to ascertain due to their indefiniteness and uncertainty. Accordingly, the Contractor/sub grantee agrees to pay liquidated damages at the rates set forth in the Request for Proposal (if applicable). The parties agree that the liquidated damages set forth in the Request for Proposal shall be the County's exclusive remedy for loss of goodwill and administrative costs, attributable to a failure by the Contractor/sub grantee to meet such delivery times, but shall not be the remedy for the cost to cover or other direct damages.

Right to Cover: If the Contractor/sub grantee fails to meet any completion date or resolution time set forth in this Agreement (including the Exhibits), and it fails to cure such default within one (1) business day after receiving written notice from the County of such failure, the County may take any of the following actions with or without terminating this Agreement, and in addition to and without limiting any other remedies it may have:

Employ such means as it may reasonably deem advisable and appropriate to perform itself or obtain the Services from a third party until the matter is resolved and the Contractor/sub grantee is again able to resume performance under this Agreement; and

Deduct any and all reasonable expenses incurred by the County in obtaining or performing the Services from any money then due or to become due the Contractor/sub grantee and, should the County's reasonable cost of obtaining or performing the services exceed the amount due the Contractor/sub grantee, collect the difference from the Contractor/sub grantee.

Right to Withhold Payment. If the Contractor/sub grantee materially breaches any provision of this Agreement, the County shall have a right to withhold all payments due to the Contractor/sub grantee with respect to the services that are the subject of such breach until such breach has been fully cured.

Specific Performance and Injunctive Relief. The Contractor/sub grantee agrees that due to the potential impact on public health, monetary damages may not be an adequate remedy for the Contractor/sub grantee's failure to provide the Services required by this Agreement, and monetary damages may not be the equivalent of the performance of such obligation. Accordingly, the Contractor/sub grantee hereby agrees that the County may seek an order granting specific performance of such obligations of the Contractor/sub grantee in a court of competent jurisdiction within the State of North Carolina. The Contractor/sub grantee further consents to the County seeking injunctive relief (including a temporary restraining order) to assure performance in the event the Contractor/sub grantee breaches the Agreement in any material respect.

Setoff. Each party shall be entitled to setoff and deduct from any amounts owed to the other party pursuant to this Agreement all damages and expenses incurred as a result of the other party's breach of this Agreement, following any applicable cure periods, and provided such party has given notice of its intention to apply a setoff prior to making the payment deduction, together with documentary evidence demonstrating that such party has actually incurred the damages and/or expenses being setoff.

Other Remedies. Except as specifically set forth in the main body of this Agreement, the remedies set forth above shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy

Debarment and Suspension

A contract award (see CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Contractor/sub grantee shall certify compliance.

This contract is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part. 3000. As such, the Contractor/sub grantee is required to verify that none of the Contractor/sub grantee, its principals (defined at 2 CFR § 180.995), or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).

The Contractor/sub grantee is required to comply with 2 CFR Part 180, Subpart C and 2 CFR Part 3000, Subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder or proposer certifies that:

This certification in this clause is a material representation of fact relied upon by the County. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available by the County, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 CFR Part 180, Subpart C and 2 CFR Part 3000, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

Equal Employment Opportunity

During the performance of this contract, the Contractor/sub grantee agrees as follows:

1. The Contractor/sub grantee shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor/sub grantee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor/sub grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

The Contractor/sub grantee will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor/sub grantee, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

3. The Contractor/sub grantee will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor/sub grantee's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The Contractor/sub grantee will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by executive Order 11375, and with the rules, regulations, and relevant orders of the Secretary of Labor.

5. The Contractor/sub grantee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the Contractor/sub grantee's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or

suspended in whole or in part and the Contractor/sub grantee may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The Contractor/sub grantee will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor/sub grantee or vendor. The Contractor/sub grantee will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor/sub grantee becomes involved in, or is threatened with, litigation with a Subcontractor/sub grantee or vendor as a result of such direction by the administering agency the Contractor/sub grantee may request the United States to enter into such litigation to protect the interests of the United States.

Davis-Bacon Requirements

Labor Wage Determination Number: N/A

If applicable to this contract, the Contractor/sub grantee agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-348).

1. *Minimum Wages.*

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor/sub grantee and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b) (2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1) (iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided* that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed

under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor/sub grantee and its sub-Contractor/sub grantees at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

The work to be performed by the classification requested is not performed by a classification in the wage determination.

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor/sub grantee and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor/sub grantee, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor/sub grantee shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor/sub grantee does not make payments to a trustee or other third person, the Contractor/sub grantee may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program: *Provided* that the Secretary of Labor has found, upon the written request of the Contractor/sub grantee, that the applicable

standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor/sub grantee to set aside assets, in a separate account, for the meeting of obligations under the plan or program.

2. *Withholding.*

The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor/sub grantee under this contract or any other Federal contract with the same prime Contractor/sub grantee, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor/sub grantee, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor/sub grantee or any sub-Contractor/sub grantee the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the Sponsor may, after written notice to the Contractor/sub grantee, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. *Payrolls and Basic Records.*

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor/sub grantee during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor/sub grantee shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and that show the costs anticipated or the actual costs incurred in providing such benefits. Contractor/sub grantees employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii) (A) The Contractor/sub grantee shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Sponsor if the agency is a party to the contract, but if the agency is not such a party, the Contractor/sub grantee will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Sponsor. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.* the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at www.dol.gov/whd/forms/wh347instr.htm or its successor site. The prime Contractor/sub grantee is

responsible for the submission of copies of payrolls by all sub-Contractor/sub grantees. Contractor/sub grantees and sub-Contractor/sub grantees shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Sponsor if the agency is a party to the contract, but if the agency is not such a party, the Contractor/sub grantee will submit them to the applicant, sponsor, or Owner, as the case may be, for transmission to the Sponsor, the Contractor/sub grantee, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime Contractor/sub grantee to require a sub-Contractor/sub grantee to provide addresses and social security numbers to the prime Contractor/sub grantee for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor/sub grantee or Subcontractor/sub grantee or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) The payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

(2) Each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;

(3) Each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor/sub grantee or sub-Contractor/sub grantee to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The Contractor/sub grantee or sub-contractor/sub grantee shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the sponsor, the Sponsor, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor/sub grantee or sub-contractor/sub grantee fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor/sub grantee, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. *Apprentices and Trainees.*

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor/sub grantee to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor/sub grantee is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor/sub grantee's or sub-Contractor/sub grantee's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor/sub grantee will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee

performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor/sub grantee will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements.

The Contractor/sub grantee shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts.

The Contractor/sub grantee or sub contractor/sub grantee shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Sponsor may by appropriate instructions require, and also a clause requiring the sub contractor/sub grantee to include these clauses in any lower tier subcontracts. The prime Contractor/sub grantee shall be responsible for the compliance by any sub contractor/sub grantee or lower tier sub contractor/sub grantee with all the contract clauses in 29 CFR Part 5.5.

Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a Contractor/sub grantee and a sub contractor/sub grantee as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes' clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor/sub grantee (or any of its sub contractor/sub grantees) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this contract, the Contractor/sub grantee certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor/sub grantee's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC 1001.

Copeland "Anti-Kickback" Act

Contractor/sub grantee. The Contractor/sub grantee must comply with the requirements of the Copeland "Anti-Kickback" Act (18 U.S.C. § 874 and 40 U.S.C. § 3145) and the requirements of 29 CFR Part 3 *as may be applicable*, which are incorporated by reference into this contract.

Contractor/sub grantee and sub-contractor/sub grantees are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor/sub grantee and each sub-contractor/sub grantee must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week

Subcontracts. The Contractor/sub grantee or sub-contractor/sub grantee shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the Subcontractor/sub grantees to include these clauses in any lower tier subcontracts. The prime Contractor/sub grantee shall be responsible for the compliance by any Subcontractor/sub grantee or lower tier Subcontractor/sub grantee with all of these contract clauses.

Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor/sub grantee and Subcontractor/sub grantee as provided in 29 CFR § 5.12."

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

1. Overtime requirements. No Contractor/sub grantee or Subcontractor/sub grantee contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor/sub grantee and any Subcontractor/sub grantee responsible therefor shall be liable for the unpaid wages. In addition, such Contractor/sub grantee and Subcontractor/sub grantee shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of

the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. Withholding for unpaid wages and liquidated damages. The Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor/sub grantee or Subcontractor/sub grantee under any such contract or any other Federal contract with the same prime Contractor/sub grantee, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor/sub grantee, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor/sub grantee or Subcontractor/sub grantee for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

4. Subcontractor/sub grantees. The Contractor/sub grantee or Subcontractor/sub grantee shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontracts to include these clauses in any lower tier subcontracts. The prime Contractor/sub grantee shall be responsible for compliance by any sub-Contractor/sub grantees or lower tier Subcontractor/sub grantee with the clauses set forth in paragraphs (1) through (4) of this section.”

Rights to Inventions Made Under a Contract or Agreement

Patent and Rights in Data

CONTRACTS INVOLVING EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK.

Rights in Data - The following requirements apply to each contract involving experimental, developmental or research work:

The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

Except for its own internal use, the Purchaser or Contractor/sub grantee may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor/sub grantee authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution. In accordance with 49 CFR § 18.34 and 49 CFR § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for

"Federal Government purposes," any subject data or copyright described in subsections (2)(b)(i) and (2)(b)(ii) of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

Any subject data developed under that contract, whether or not a copyright has been obtained; and

Any rights of copyright purchased by the Purchaser or Contractor/sub grantee using Federal assistance in whole or in part.

When federal assistance is awarded for experimental, developmental, or research work, it is the general intention to increase knowledge available to the public rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless determined otherwise, the Purchaser and the Contractor/sub grantee performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agree to make available to the public, either the license in the copyright to any subject data developed in the course of that contract or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor/sub grantee's use whose costs are financed in whole or in part with Federal assistance.

Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor/sub grantee agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Contractor/sub grantee of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Purchaser nor the Contractor/sub grantee shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

Nothing contained in this clause regarding rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

Data developed by the Purchaser or Contractor/sub grantee and financed entirely without the use of Federal assistance that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Purchaser or Contractor/sub grantee identifies that data in writing at the time of delivery of the contract work.

Unless determined otherwise, the Contractor/sub grantee agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor/sub grantee 's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor/sub grantee agree to take the necessary actions to provide those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR Part 401.

The Contractor/sub grantee also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

Patent Rights - The following requirements apply to each contract involving experimental, developmental, or research work:

General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor/sub grantee agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier.

Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor/sub grantee 's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor/sub grantee agree to take the necessary actions to provide those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR Part 401.

The Contractor/sub grantee also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

Procurement of Recovered Materials

Contractor/sub grantee and Subcontractor/sub grantee must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor/sub grantee and Subcontractor/sub grantees are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

1. The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or
2. The Contractor/sub grantee has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

Section 6002(c) establishes exceptions to the preferences for recovery EPA-Designed products if the Contractor/sub grantee can demonstrate the item is:

- Not reasonably available within a timeframe providing for compliance with the contract performance schedule.
- Fails to meet reasonable contract performance requirements; or
- Is only available at an unreasonable price.

Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>."

Safeguarding Personal Identifiable Information:

Contractor/sub grantee will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable federal, state, and/or local laws regarding privacy and obligations of confidentiality.

DHS Seal, Logo, and Flags

The Contractor/sub grantee shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without pre-approval by the specific federal agency.



COMMUNITY DEVELOPMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JANUARY 17, 2023

TO: BOARD OF COUNTY COMMISSIONERS

FROM: DEE TAYLOR, DIRECTOR OF COMMUNITY DEVELOPMENT

DATE: 1/5/2023

SUBJECT: CONSIDERATION OF FUNDING AGREEMENT WITH HILLSIDE - FMHA, LLC FOR REHABILITATION OF HILLSIDE MANOR APARTMENTS

BACKGROUND

A Request for Proposal (RFP) was released in early spring of 2021 seeking applications from eligible agencies to provide public services (human services), public facilities / infrastructure, and affordable housing developments. Proposals for various project types were received by Community Development. The selection committee reviewed all proposals and Hillside – FMHA LLC was one of the agencies selected to receive funding for substantial rehabilitation of thirty-two (32) units at the Hillside Manor property located at 1920 Rosehill Road, Fayetteville, North Carolina. The selected program meets the eligibility requirements for providing affordable housing to low- and moderate- income elderly households and Community Development desires to enter into a contract with the agency for a funding amount not to exceed \$441,020. Community Development Block Grant funds are currently available for this project.

RECOMMENDATION / PROPOSED ACTION

Community Development Staff is requesting the Board of Commissioners to take the following action:

- Approve the funding agreement with Hillside-FMHA, LLC in the amount not to exceed \$441,020 for the rehabilitation of 32 units at Hillside Manor Apartments.

ATTACHMENTS:

Description

Subrecipient Agreement with Hillside Manor, LLC

Type

Backup Material

**AGREEMENT BETWEEN
COUNTY OF CUMBERLAND
COMMUNITY DEVELOPMENT DEPARTMENT
AND
HILLSIDE – FMHA LLC**

THIS AGREEMENT, entered into this 16th day of December, 2022 by and between the County of Cumberland (hereinafter called the Grantee), a body politic and corporate of the State of North Carolina, and Hillside – FMHA LLC, (hereinafter called the "Subrecipient"), with an office located at 1000 Ramsey Street, Fayetteville, North Carolina.

WHEREAS, the Grantee received Community Development Block Grant (CDBG) funds from the United States Department of Housing and Urban Development (HUD) under Title I of the Housing and Community Development Act of 1974, as amended, Public Law 93-383;

WHEREAS, the Grantee, has offered the Subrecipient grant funds to use to employ contractors to rehabilitate and improve their property to meet rehabilitation standards;

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in using such funds; and

NOW, THEREFORE, the parties agree that;

I. Scope of Services

A. Activities/Principal Tasks

The Subrecipient will provide services under the 2022 CDBG Program Year in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such programs will include the following activities eligible under 24 CFR 570.202 of the Community Development Block Grant Program:

1. **Rehabilitation.** The Subrecipient will employ contractors to repair thirty-two (32) units at the property located at 1920 Rosehill Road, Fayetteville, North Carolina. The scope of work will include, but not limited to, architectural and engineering services, installing dehumidifiers, wood framing, gypsum, wall base and shoe molding, vinyl soffit, wood blocking, siding, and additional work to ensure that the property is rehabilitated (as applicable) to state and local standards. Community Development staff will conduct the initial inspections on the units to determine the level of repairs that are needed. The Subrecipient will assume this role upon securing a qualified person to assume this responsibility. The Subrecipient will work closely with the Community Development staff to ensure that properties are rehabilitated as required. At all times, the Subrecipient shall permit Community Development staff or the U.S. Government or its designee to examine and inspect the rehabilitation work.
2. **General Administration.** The following general administration activities are necessary to provide the activities described in Activities/Principal Tasks

Activity #1 **Payment of Expenses:** The Subrecipient will be responsible for fiscal administration of the CDBG funds. As such, the Subrecipient will be responsible for the collection of all necessary source documentation to substantiate all expenditures prior to submission to the Grantee for payment. The Subrecipient will submit all requests for payment with a cover memorandum and the following source documentation:

Other Expenses: All requests for payment of eligible expenses will include a copy of the invoice or receipt for the expenditure as well as a copy of the check documenting payment of the expense by the Subrecipient. The invoice / receipt will indicate the date the expense was incurred, the name of the Subrecipient (if applicable), and the amount of the expense.

Activity #2 **Grant Close-out:** The Subrecipient will be responsible for the preparation and submission of all documents and reports relative to final close-out of the grant.

Activity #3 **Financial Accountability:** The Subrecipient will conduct accepted accounting procedures (in accordance with 2 CFR part 200 to ensure compliance and tracking of all funds received

and disbursed by the Subrecipient. An annual audit will be conducted by a qualified independent firm contracted, using required procurement procedures.

B. National Objectives

The Subrecipient certifies that the activities carried out with funds provided under this Agreement will meet the CDBG Program's National Objective of providing principal benefit to low/moderate income persons, as defined in 24 CFR 570.208. As a part of meeting this National Objective, the Subrecipient will ensure that it verifies the income of each of its clients in a manner consistent with HUD's definition of income, as defined in 24 CFR 570.3.

C. Levels of Accomplishment

In addition to the normal administrative services required as part of this Agreement, the Subrecipient agrees to provide the levels of program services as listed in this contract under Section I, Scope of Services.

D. Staffing

The Subrecipient will assign Key Personnel to the CDBG PY2022 contract in order to carry out the scope of services of this agreement.

E. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within thirty (30) days after being notified by the Grantee, contract suspension procedures will be initiated.

II. Time of Performance

Subrecipient may begin construction after the 18th day of January, 2023, upon receipt of a Written Notice to Proceed properly signed by the Community Development Director or designee. The Subrecipient is required to have all work completed by the 30th day of September, 2023. The parties agree that in no event will the Subrecipient or its selected contractors commence work until he/she has received a written Notice to Proceed signed by the Community Development Director or designee.

III. Funding Source - PY 2022 CDBG

The Grantee will allocate CDBG funds not to exceed \$441,020 for architecture and engineering services and rehabilitation of thirty-two (32) dwelling units. Any indirect costs charged will be consistent with the conditions of paragraph VIII (C) (2) of this Agreement. Any amendments to this contract must be approved in writing by the Grantee and the Subrecipient.

IV. Method of Compensation/Payment Schedule

The parties agree that the total amount to be paid by the Grantee under this contract will not exceed **\$441,020**. Reimbursements (as defined in 2 CFR Part 230) for the payment of eligible expenses will be charged to the program and will not exceed the allocated amount. If discrepancies are discovered during monitoring, the Grantee reserves the right to restrict the Subrecipient to payment for eligible expenses on a reimbursement basis only. The parties agree that any costs incurred prior to January 18th of the Program Year in which the contract is executed will not be eligible for reimbursement. Payments will be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 2 CFR part 200.

V. Notices

Communication and details concerning this contract will be directed to the following contract representatives:

COUNTY

Delores Taylor, Director
Cumberland County Community Development
P. O. Box 1829, 707 Executive Place
Fayetteville, NC 28302
(910) 323-6112
FAX #: (910) 323-6114

SUBRECIPIENT

Dawn Weeks, Executive Director
Hillside – FMHA, LLC
1000 Ramsey Street
Fayetteville, NC 28301
(910) 483-3648

VI. Special Conditions

A. The Subrecipient will provide the Grantee with a copy of its annual audit report for the current contract period.

VII. General Conditions

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, part 570 [the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG).] The Subrecipient also agrees to comply with all other applicable Federal, State and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to use funds available under this Agreement to supplement rather than to supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended or will be construed to create or establish the relationship of employer/employee between the parties. The Subrecipient will at all times remain an "Independent Contractor" with respect to the services to be performed under this Agreement. The Grantee will be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient will hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Subrecipient will provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this contract.

E. Insurance and Bonding

The Subrecipient will carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud, and/or undue physical damage, and as a minimum will purchase a blanket fidelity bond covering all employees in an amount equal to the agreement amount with the Grantee. The Subrecipient will also list Cumberland County Community Development Department as an additional insured. The Subrecipient will cause the insurer to provide Cumberland County Community Development Department with certification of insurance. Insurer will also provide Cumberland County Community Development Department notice of cancellation at least fifteen (15) days prior to cancellation. The Subrecipient will comply with the bonding and insurance requirements of 2 CFR part 200.

F. Debarred / Suspended

The Subrecipient must not make any award or permit any award (sub grant or contract) at any tier to any party that is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs subject to 2 CFR part 2424. The requirement set forth in 24 CFR Part 5 applies to this program.

G. Grantor Recognition

The Subrecipient will ensure recognition of the role of the grantor agency in providing services through this contract. All activities, facilities and items used pursuant to this contract will be prominently labeled to indicate Cumberland County CDBG as a funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this contract.

H. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations. Such amendments will not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, at its discretion, amend this Agreement to conform with Federal, State or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the Scope of Services, or schedule of activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

I. Suspension or Termination

Either party may terminate this contract by giving written notice to the other party of such termination at least thirty (30) days before the effective date of such termination and specifying the effective date thereof. Partial terminations of the Scope of Service in Paragraph IA above may only be undertaken with the prior approval of the Grantee. If this Agreement is terminated for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Subrecipient under this Agreement will, at the option of the Grantee, become the property of the Grantee, and the Subrecipient will be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

The Grantee may also suspend or terminate this Agreement, in whole or in part, if the Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein (2 CFR part 200); and the Grantee may declare the Subrecipient ineligible for any further participation in the Grantee's programs, as stated in the Monitoring Policy of Cumberland County Community Development, in addition to other remedies as provided by law. If there is probable cause to believe the Subrecipient is in noncompliance with any applicable rules or regulations, the Grantee may withhold all or any portion of said contract funds until such time as the Subrecipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

VIII. Administrative Requirements

A. Financial and Program Management

1. Administrative Requirements

The Subrecipient agrees to comply with the administrative requirements specified in 2 CFR part 200. The Subrecipient further agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary source documentation as necessary.

2. Cost Principles

The Subrecipient will administer its program in conformance with 2 CFR Part 230, "Cost Principles for Non-Profit Organizations"; 2 CFR Part 220, "Cost Principles for Educational Institutions"; 2 CFR Part 225, "Costs Principles for State and Local Governments" as applicable. These principles will be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record-Keeping

1. Records to be Maintained

The Subrecipient will maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records will include, but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG Program;
- c. Records required determining the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the Fair Housing and Equal Opportunity components of the CDBG Program;
- f. Financial records as required by 24 CFR 570.502, and 2 CFR part 200; and,
- g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Subrecipient will retain all records pertinent to expenditures incurred under this contract for a period of four (4) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this contract will be retained for four (4) years after final disposition of such property. Records for any displaced person must be kept for four (4) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claim(s), audit(s), negotiation(s) or other actions that involve any of the records cited and that have started before the expiration of the four (4) years, then such records must be retained until completion of the actions and resolution of all issues.

3. Client Data

The Subrecipient will maintain client data demonstrating client eligibility for services provided. Such data will include, but not be limited to, Homeless Management Information System number, client name, housing status, income level, or other basis for determining eligibility, and description of service provided. Such information will be made available to Grantee's monitors or its designees for review upon request.

4. Disclosure

Client information collected under this contract is confidential and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by Federal law unless written consent is obtained from such persons receiving service and, in the case of a minor, from a responsible parent/guardian.

5. Property Records

The Subrecipient will maintain real property inventory records that clearly identify properties purchased, improved or sold. Properties retained will continue to meet eligibility criteria and will conform to the "changes in use" restrictions specified in 24 CFR 570.505, as applicable.

6. Close-Outs

The Subrecipient's obligation to the Grantee will not end until all close-out requirements are completed. Activities during this close-out period will include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, program income balance, and accounts receivable to the Grantee), and determining the custodianship of records.

7. Audits and Inspections

The Subrecipient agrees to have an annual agency audit conducted in accordance with 2 CFR part 200. If the Subrecipient does not meet the threshold requirements for an annual audit in accordance with 2 CFR part 200, the Subrecipient will have an annual audit conducted by an independent certified public accountant in accordance with generally accepted government auditing standards (GAGAS). All Subrecipient records with respect to any matters covered by this Agreement will be made available to the Grantee, grantor agency, its designees or the Federal Government, at any time during normal business hours, as often as the Grantee or grantor agency deems necessary, to audit, examine and make excerpts or transcripts of all relevant data. The Grantee will send written notice of any deficiencies to the Subrecipient within fifteen (15) days following audit/monitoring. Any deficiencies noted in monitoring reports must be fully cleared by the Subrecipient within thirty (30) days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above monitoring requirements will constitute a violation of this contract and may result in the withholding of future payments.

C. REPORTING AND PAYMENT PROCEDURES

1. Program Income

The Subrecipient will report monthly all program income as defined at 24 CFR 570.500(a) generated by activities carried out with CDBG funds made available under this contract. The recipient's use of program income will comply with the requirements set forth as 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract, and will reduce requests for additional funds by the amount of any such program income balance on hand. All unused program income will be returned to the Grantee at the end of the contract period.

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and will submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this contract based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. Payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with program

income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to allocate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

The Subrecipient will submit quarterly Progress Reports to the Grantee in the form and content as required by the Grantee. If the Subrecipient is more than 30 days delinquent in submitting its progress reports, the Grantee will discontinue processing all requests for payment until such time as the delinquent reports are received.

D. Procurement

1. Compliance

The Subrecipient will comply with Grantee's policies concerning the purchase of equipment and will maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) will revert to the Grantee upon termination of this contract.

2. Procurement Standards

The Subrecipient will procure all materials, property, or services in accordance with the requirements of 2 CFR part 200, and will subsequently follow Property Standards as outlined in 24 CFR 570.502(b), covering utilization and disposal of property.

IX. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, The Americans with Disabilities Act of 1990, The Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive orders 11375 and 12086.

2. Nondiscrimination

The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The Subrecipient will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection from training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

3. Section 504

The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against the disabled in any federally assisted program. The Grantee will provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this contract.

4. EEO Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity employer.

5. Subcontract Provisions

The Subrecipient will include the provisions of Paragraph IX.A. Civil Rights in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own Subrecipients or subcontractors.

B. EMPLOYMENT RESTRICTIONS

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, sectarian or religious activities, lobbying, political patronage, and nepotism activities.

C. Conduct

1. Assignability

The Subrecipient will not assign or transfer any interest in this contract without the prior written consent of the Grantee; provided that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer will be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient will not enter into any subcontracts with any agency or individual for the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts will be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient will cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed for the performance of this Agreement.

d. Selection Process

The Subrecipient will undertake to ensure that all subcontracts in the performance of this Agreement will be awarded on a fair and open competition basis. Executed copies of all subcontracts will be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this contract, will be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and will not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Subrecipient further covenants that in the performance of this Agreement no person having such a financial interest will be employed or retained by the Subrecipient hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or of any designated public agencies or Subrecipients which are receiving funds under the CDBG Entitlement Program.

5. Lobbying

The Subrecipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreements;

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c. It will require that the language of paragraph (6) of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts, under grants, loans, and cooperative agreements) and that all Subrecipients will certify and disclose accordingly.

6. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

7. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

8. Religious Organization

(1) Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in the CDBG program. Neither the Federal government nor a State or local government receiving funds under CDBG programs shall discriminate against an organization on the basis of the organization's religious character or affiliation. (2) Organizations that are directly funded under the CDBG program may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded under this part. If an organization conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this part, and participation must be voluntary for the beneficiaries of the HUD-funded programs or services. (3) A religious organization that participates in the CDBG program will retain its independence from Federal, State, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct CDBG funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Among other things, faith-based organizations may use space in their facilities to provide CDBG-funded services, without removing religious art, icons, scriptures, or other religious symbols. In addition, a CDBG-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents. (4) An organization that participates in the CDBG program shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

X. Environmental Conditions

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this contract:

- Clean Air Act, 42 U.S.C. 7401, et seq.
- Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, § 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 308, and all regulations and guidelines issued thereunder.
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.
- Environmental Standards 24 CFR 570.604.

XI. Severability

If any provision of this Agreement is held invalid, the remainder of this Agreement will not be affected thereby and all other parts of this Agreement will nevertheless be in full force and effect.

XII. Non-Appropriation Clause

If appropriations of money to conduct and administer the presently scheduled program are lawfully reduced or terminated, or it is deemed in the public interest and necessity for the health, safety, or welfare of the public to so reduce or terminate this scheduled program, the Grantee, at its option, has the right to terminate this Agreement effective upon the end of the fiscal year. The County will give the Subrecipient written notice of termination under the provisions of this paragraph immediately upon receipt of actual notice by the Grantee of a reduction or termination of appropriations of money for the scheduled program, or any other necessity to reduce or terminate the program. Following the effective date of such termination the Grantee will have no further obligation to make any payments; the Grantee will have no right to recover any payments heretofore paid which were due and payable prior to the effective date of such termination.

XIII. 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.

XIV. 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.

XV. Incorporated Documents

The following documents or Exhibits to this contract are hereby made a part of this Contract and fully incorporated herein by reference, and compliance with the applicable provisions of these documents or Exhibits is a condition of this Contract.

- Exhibit I – Certification Regarding Lobbying; and
- Exhibit III - Federal Contracting Requirements.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the _____ day of _____, 20____, by their respective duly authorized representatives.

GRANTEE:
COUNTY OF CUMBERLAND, NC

ATTEST:

BY: _____
Clerk to the Board of County Commissioners

BY: _____
Chair

[COUNTY SEAL]

SUBRECIPIENT:
HILLSIDE – FMHA LLC

ATTEST:

By: 
Secretary of Corporation

By: 
President

[CORPORATE SEAL]

PRE-AUDIT CERTIFICATE:

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

APPROVED FOR LEGAL SUFFICIENCY:

By: _____
County Finance Director Date

By: _____
County Attorney's Office Date

(X) Non-Renewable () Renewable
Agreement Expires: September 30, 2023

STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND

I, _____, a Notary Public in and for the County and State, do hereby certify that _____, who being duly sworn, personally appeared before me this day and acknowledged that she is the Clerk of the Cumberland County Board of Commissioners; that _____ is the duly appointed _____; that the seal affixed to the foregoing Agreement is the Official Seal of the Board; that said _____ is duly authorized to enter into this Agreement on behalf of said Board and that _____ signed and sealed this Agreement; and this Agreement is attested by said Clerk on behalf of said Board; all by its authority duly granted; and that said _____ acknowledged the said Agreement to be the act and deed of the _____.

WITNESS my hand and notarial seal this the _____ day of _____, 20__.

NOTARY PUBLIC

My Commission Expires: _____

STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND

I, Ursula Brooks Shaw, a Notary Public of the County and State aforesaid, certify that Joyce Tucker, personally appeared before me this day and acknowledged that he/she is (Assistant) Secretary of HILLSIDE – FMHA LLC, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Chairman, sealed with its corporate seal and attested by him/her as its (Assistant) Secretary.

WITNESS my hand and Notarial Seal, this 19th day of December, 2022.

Ursula Brooks Shaw
Notary Public

My Commission Expires: 3-29-2025

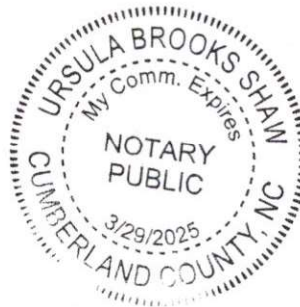


EXHIBIT II

CERTIFICATION REGARDING LOBBYING

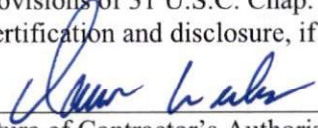
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Hillside - FMHA LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.


Signature of Contractor's Authorized Official

Dawn Weeks - Secretary
Name and Title of Contractor's Authorized Official

12-19-22
Date

EXHIBIT III

Federal Contracting Requirements

This attachment is incorporated into the Contract between the County and the Contractor/sub grantee. Capitalized terms not defined in this Attachment shall have the meanings assigned to such terms in the Contract. All references to the "Contractor/sub grantee" or "Company" or "Vendor" or "Provider" shall be deemed to mean the Contractor/sub grantee.

This Contract may be funded in whole or in part with federal funding. As such, federal laws, regulations, policies and related administrative practices apply to this Contract. The most recent of such federal requirements, including any amendments made after the execution of this Contract shall govern the Contract, unless the federal government determines otherwise. The Contractor/sub grantee is responsible for complying with all applicable provisions, updates or modifications that occur in the future relating to these clauses.

To the extent possible, the federal requirements contained in the most recent version of the Uniform Administrative Requirements for federal awards (Uniform Rules) codified at 2.CFR Part 200, including any certifications and contractual provisions required by any federal statutes or regulation referenced therein to be included in this contract are deemed incorporated into this contract by reference and shall be incorporated into any sub-agreement or subcontract executed by the Contractor/sub grantee pursuant to its obligations under this Contract. The Contractor/sub grantee and its sub-Contractor/sub grantees, if any, hereby represent and covenant that they have complied and shall comply in the future with the applicable provisions of the original contract then in effect and with all applicable federal, state, and local laws, regulations, and rules and local policies and procedures, as amended from time to time, relating to Work to be performed under this contract.

Drug Free Workplace Requirements

Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub 100-690, Title V, Subtitle D). All Contractor/sub grantees entering into federal funded contracts over \$100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.

Contractor/sub grantee Compliance

The Contractor/sub grantee shall comply with all uniform administrative requirements, cost principles, and audit requirement for federal awards.

Conflict of Interest

The Contractor/sub grantee must disclose in writing any potential conflict of interest to the County of Cumberland or pass through entity in accordance with federal policy.

Mandatory Disclosures

The Contractor/sub grantee must disclose in writing all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. **Energy Conservation** The Contractor/sub grantee and Sub Contractor/sub grantees agrees to comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. § 6321, et seq.

Federal Water Pollution Control Act

For contracts in excess of \$150,000, the Contractor/sub grantee agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor/sub grantee agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. The Contractor/sub grantee agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.”

Clean Air Act

For contracts in excess of \$150,000, the Contractor/sub grantee agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and the Federal Water Pollution Act as amended (33 USC § 1251-1387).

The Contractor/sub grantee agrees to report any violation to the County immediately upon discovery. The Contractor/sub grantee understands and agrees that the County will, in turn, report each violation as required to assure notification to the County, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency (EPA) Regional Office. Contractor/sub grantee must include this requirement in all subcontracts that exceed \$150,000.

The Contractor/sub grantee agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Access to Records and Reports

The Contractor/sub grantee must maintain an acceptable cost accounting system. The Contractor/sub grantee agrees to provide the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor/sub grantee which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor/sub grantee agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor/sub grantee agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

All Contractor/sub grantees and their successors, transferees, assignees, and Sub Contractor/Sub Grantees acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff.

No Obligation by Federal Government

The County and the Contractor/sub grantee acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the County, the Contractor/sub grantee, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Contractor/sub grantee agrees to include the above clause in each subcontract financed in whole or in part with federal assistance. It is further agreed that the clause shall not be modified, except to identify the sub-Contractor/sub grantee who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor/sub grantee acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor/sub grantee's actions pertaining to this contract. Upon execution of the underlying contract, the Contractor/sub grantee certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the Federally assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor/sub grantee further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor/sub grantee to the extent the Federal Government deems appropriate.

The Contractor/sub grantee also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor/sub grantee, to the extent the Federal Government deems appropriate.

The Contractor/sub grantee agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance. It is further agreed that the clauses shall not be modified, except to identify the sub-Contractor/sub grantees who will be subject to the provisions.

Changes

Any change in the contract cost, modification, change order, or constructive change must be allowable, allocable, within the scope of its funding, grant or cooperative agreement, and reasonable for the completion of project scope. All changes and/or amendments to the contract will be outlined in detail, formalized in writing, and signed by the authorized representative of each party. Contractor/sub grantee's failure to do so shall constitute a material breach of the contract.

Termination

Termination Without Cause. The County may immediately terminate this Agreement at any time without cause by giving 30 days' written notice to the Contractor/sub grantee.

Termination for Default by Either Party. By giving written notice to the other party, either party may terminate this Agreement upon the occurrence of one or more of the following events:

The other party violates or fails to perform any covenant, provision, obligation, term or condition contained in this Agreement, provided that, unless otherwise stated in this Agreement, such failure or violation shall not be cause for termination if both of the following conditions are satisfied: (i) such default is reasonably susceptible to cure; and (ii) the other party cures such default within thirty (30) days of receipt of written notice of default from the non-defaulting party; or

The other party attempts to assign, terminate or cancel this Agreement contrary to the terms hereof; or

The other party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this Agreement shall continue), or if a receiver, trustee or liquidator is appointed for it or any substantial part of other party's assets or properties.

Any notice of default pursuant to this Section shall identify and state the party's intent to terminate this Agreement if the default is not cured within the specified period.

Additional Grounds for Default Termination by the County. By giving written notice to the Contractor/sub grantee, the County may also terminate this Agreement upon the occurrence of one or more of the following events (which shall each constitute grounds for termination without a cure period and without the occurrence of any of the other events of default previously listed):

The Contractor/sub grantee makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Agreement, Contractor/sub grantee's Proposal, or any covenant, agreement, obligation, term or condition contained in this Agreement; or

The Contractor/sub grantee takes or fails to take any action which constitutes grounds for immediate termination under the terms of this Agreement, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by this Agreement, or failure to provide the proof of insurance as required by this Agreement.

Cancellation of Orders and Subcontracts. In the event this Agreement is terminated by the County for any reason prior to the end of the term, the Contractor/sub grantee shall upon termination immediately discontinue all service in connection with this Agreement and promptly cancel all existing orders and subcontracts, which are chargeable to this Agreement. As soon as practicable after receipt of notice of termination, the Contractor/sub grantee shall submit a statement to the County showing in detail the services performed under this Agreement to the date of termination.

No Effect on Taxes, Fees, Charges, or Reports. Any termination of the Agreement shall not relieve the Contractor/sub grantee of the obligation to pay any fees, taxes or other charges then due to the County, nor relieve the Contractor/sub grantee of the obligation to file any daily, monthly, quarterly or annual reports covering the period to termination nor relieve the Contractor/sub grantee from any claim for damages previously accrued or then accruing against the Contractor/sub grantee.

Obligations Upon Expiration or Termination. Upon expiration or termination of this Agreement, the Contractor/sub grantee shall promptly (a) return to the County all computer programs, files, documentation, data, media, related material and any other recording devices, information, or compact discs that are owned by the County; (b) deliver to the County all Work Product; (c) allow the County or a new vendor access to the systems, software, infrastructure, or processes of the Contractor/sub grantee that are necessary to migrate the Services to a new vendor; and (d) refund to the County all pre-paid sums for Products or Services that have been cancelled and will not be delivered.

No Suspension. In the event that the County disputes in good faith an allegation of default by the Contractor/sub grantee, notwithstanding anything to the contrary in this Agreement, the Contractor/sub grantee agrees that it will not terminate this Agreement or suspend or limit the delivery of Products or Services or any warranties or repossess, disable or render unusable any Software supplied by the Contractor/sub grantee, unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.

Authority to Terminate. The County Manager or their designee is authorized to terminate this Agreement on behalf of the County.

Audit. During the term of the Agreement and for a period of one (1) year after termination or expiration of this Agreement for any reason, the County shall have the right to audit, either itself or through a third party, all books and records (including but not limited to the technical records) and facilities of the Contractor/sub grantee necessary to evaluate Contractor/sub grantee's compliance with the terms and conditions of the Agreement or the County's payment obligations. The County shall pay its own expenses, relating to such audits, but shall not have to pay any expenses or additional costs of the Contractor/sub grantee. However, if non-compliance is found that would have cost the County in excess of \$5,000 but for the audit, then the Contractor/sub grantee shall be required to reimburse the County for the cost of the audit.

Remedies

Liquidated Damages: The County and the Contractor/sub grantee acknowledge and agree that the County may incur costs if the Contractor/sub grantee fails to meet the delivery times set forth in the Request for Proposal for the Products and Services. The parties further acknowledge and agree that: (a) the County may be damaged by such failures, including loss of goodwill and administrative costs; but that (b) the costs that the County might reasonably be anticipated to accrue as a result of such failures are difficult to ascertain due to their indefiniteness and uncertainty. Accordingly, the Contractor/sub grantee agrees to pay liquidated damages at the rates set forth in the Request for Proposal (if applicable). The parties agree that the liquidated damages set forth in the Request for Proposal shall be the County's exclusive remedy for loss of goodwill and administrative costs, attributable to a failure by the Contractor/sub grantee to meet such delivery times, but shall not be the remedy for the cost to cover or other direct damages.

Right to Cover: If the Contractor/sub grantee fails to meet any completion date or resolution time set forth in this Agreement (including the Exhibits), and it fails to cure such default within one (1) business day after receiving written notice from the County of such failure, the County may take any of the following actions with or without terminating this Agreement, and in addition to and without limiting any other remedies it may have:

Employ such means as it may reasonably deem advisable and appropriate to perform itself or obtain the Services from a third party until the matter is resolved and the Contractor/sub grantee is again able to resume performance under this Agreement; and

Deduct any and all reasonable expenses incurred by the County in obtaining or performing the Services from any money then due or to become due the Contractor/sub grantee and, should the County's reasonable cost of obtaining or performing the services exceed the amount due the Contractor/sub grantee, collect the difference from the Contractor/sub grantee.

Right to Withhold Payment. If the Contractor/sub grantee materially breaches any provision of this Agreement, the County shall have a right to withhold all payments due to the Contractor/sub grantee with respect to the services that are the subject of such breach until such breach has been fully cured.

Specific Performance and Injunctive Relief. The Contractor/sub grantee agrees that due to the potential impact on public health, monetary damages may not be an adequate remedy for the Contractor/sub grantee's failure to provide the Services required by this Agreement, and monetary damages may not be the equivalent of the performance of such obligation. Accordingly, the Contractor/sub grantee hereby agrees that the County may seek an order granting specific performance of such obligations of the Contractor/sub grantee in a court of competent jurisdiction within the State of North Carolina. The Contractor/sub grantee further consents to the County seeking injunctive relief (including a temporary restraining order) to assure performance in the event the Contractor/sub grantee breaches the Agreement in any material respect.

Setoff. Each party shall be entitled to setoff and deduct from any amounts owed to the other party pursuant to this Agreement all damages and expenses incurred as a result of the other party's breach of this Agreement, following any applicable cure periods, and provided such party has given notice of its intention to apply a setoff prior to making the payment deduction, together with documentary evidence demonstrating that such party has actually incurred the damages and/or expenses being setoff.

Other Remedies. Except as specifically set forth in the main body of this Agreement, the remedies set forth above shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy

Debarment and Suspension

A contract award (see CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Contractor/sub grantee shall certify compliance.

This contract is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part. 3000. As such, the Contractor/sub grantee is required to verify that none of the Contractor/sub grantee, its principals (defined at 2 CFR § 180.995), or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).

The Contractor/sub grantee is required to comply with 2 CFR Part 180, Subpart C and 2 CFR Part 3000, Subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder or proper certifies that:

This certification in this clause is a material representation of fact relied upon by the County. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available by the County, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 CFR Part 180, Subpart C and 2 CFR Part 3000, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

Equal Employment Opportunity

During the performance of this contract, the Contractor/sub grantee agrees as follows:

1. The Contractor/sub grantee shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor/sub grantee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor/sub grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

The Contractor/sub grantee will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor/sub grantee, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

3. The Contractor/sub grantee will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor/sub grantee's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The Contractor/sub grantee will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by executive Order 11375, and with the rules, regulations, and relevant orders of the Secretary of Labor.

5. The Contractor/sub grantee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the Contractor/sub grantee's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or

suspended in whole or in part and the Contractor/sub grantee may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The Contractor/sub grantee will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor/sub grantee or vendor. The Contractor/sub grantee will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor/sub grantee becomes involved in, or is threatened with, litigation with a Subcontractor/sub grantee or vendor as a result of such direction by the administering agency the Contractor/sub grantee may request the United States to enter into such litigation to protect the interests of the United States.

Davis-Bacon Requirements

Labor Wage Determination Number: N/A

If applicable to this contract, the Contractor/sub grantee agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-348).

1. *Minimum Wages.*

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor/sub grantee and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b) (2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1) (iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided* that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed

under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor/sub grantee and its sub-Contractor/sub grantees at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

The work to be performed by the classification requested is not performed by a classification in the wage determination.

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor/sub grantee and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor/sub grantee, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor/sub grantee shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor/sub grantee does not make payments to a trustee or other third person, the Contractor/sub grantee may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program: *Provided* that the Secretary of Labor has found, upon the written request of the Contractor/sub grantee, that the applicable

standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor/sub grantee to set aside assets, in a separate account, for the meeting of obligations under the plan or program.

2. *Withholding.*

The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor/sub grantee under this contract or any other Federal contract with the same prime Contractor/sub grantee, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor/sub grantee, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor/sub grantee or any sub-Contractor/sub grantee the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the Sponsor may, after written notice to the Contractor/sub grantee, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. *Payrolls and Basic Records.*

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor/sub grantee during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor/sub grantee shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and that show the costs anticipated or the actual costs incurred in providing such benefits. Contractor/sub grantees employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii) (A) The Contractor/sub grantee shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Sponsor if the agency is a party to the contract, but if the agency is not such a party, the Contractor/sub grantee will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Sponsor. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.* the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at www.dol.gov/whd/forms/wh347instr.htm or its successor site. The prime Contractor/sub grantee is

responsible for the submission of copies of payrolls by all sub-Contractor/sub grantees. Contractor/sub grantees and sub-Contractor/sub grantees shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Sponsor if the agency is a party to the contract, but if the agency is not such a party, the Contractor/sub grantee will submit them to the applicant, sponsor, or Owner, as the case may be, for transmission to the Sponsor, the Contractor/sub grantee, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime Contractor/sub grantee to require a sub-Contractor/sub grantee to provide addresses and social security numbers to the prime Contractor/sub grantee for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor/sub grantee or Subcontractor/sub grantee or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) The payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

(2) Each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;

(3) Each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor/sub grantee or sub-Contractor/sub grantee to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The Contractor/sub grantee or sub-contractor/sub grantee shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the sponsor, the Sponsor, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor/sub grantee or sub-contractor/sub grantee fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor/sub grantee, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. *Apprentices and Trainees.*

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor/sub grantee to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor/sub grantee is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor/sub grantee's or sub-Contractor/sub grantee's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor/sub grantee will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee

performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor/sub grantee will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements.

The Contractor/sub grantee shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts.

The Contractor/sub grantee or sub contractor/sub grantee shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Sponsor may by appropriate instructions require, and also a clause requiring the sub contractor/sub grantee to include these clauses in any lower tier subcontracts. The prime Contractor/sub grantee shall be responsible for the compliance by any sub contractor/sub grantee or lower tier sub contractor/sub grantee with all the contract clauses in 29 CFR Part 5.5.

Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a Contractor/sub grantee and a sub contractor/sub grantee as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes' clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor/sub grantee (or any of its sub contractor/sub grantees) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this contract, the Contractor/sub grantee certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor/sub grantee's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC 1001.

Copeland "Anti-Kickback" Act

Contractor/sub grantee. The Contractor/sub grantee must comply with the requirements of the Copeland "Anti-Kickback" Act (18 U.S.C. § 874 and 40 U.S.C. § 3145) and the requirements of 29 CFR Part 3 *as may be applicable*, which are incorporated by reference into this contract.

Contractor/sub grantee and sub-contractor/sub grantees are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor/sub grantee and each sub-contractor/sub grantee must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week

Subcontracts. The Contractor/sub grantee or sub-contractor/sub grantee shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the Subcontractor/sub grantees to include these clauses in any lower tier subcontracts. The prime Contractor/sub grantee shall be responsible for the compliance by any Subcontractor/sub grantee or lower tier Subcontractor/sub grantee with all of these contract clauses.

Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor/sub grantee and Subcontractor/sub grantee as provided in 29 CFR § 5.12."

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

1. Overtime requirements. No Contractor/sub grantee or Subcontractor/sub grantee contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor/sub grantee and any Subcontractor/sub grantee responsible therefor shall be liable for the unpaid wages. In addition, such Contractor/sub grantee and Subcontractor/sub grantee shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of

the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. Withholding for unpaid wages and liquidated damages. The Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor/sub grantee or Subcontractor/sub grantee under any such contract or any other Federal contract with the same prime Contractor/sub grantee, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor/sub grantee, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor/sub grantee or Subcontractor/sub grantee for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

4. Subcontractor/sub grantees. The Contractor/sub grantee or Subcontractor/sub grantee shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontracts to include these clauses in any lower tier subcontracts. The prime Contractor/sub grantee shall be responsible for compliance by any sub-Contractor/sub grantees or lower tier Subcontractor/sub grantee with the clauses set forth in paragraphs (1) through (4) of this section."

Rights to Inventions Made Under a Contract or Agreement

Patent and Rights in Data

CONTRACTS INVOLVING EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK.

Rights in Data - The following requirements apply to each contract involving experimental, developmental or research work:

The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

Except for its own internal use, the Purchaser or Contractor/sub grantee may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor/sub grantee authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution. In accordance with 49 CFR § 18.34 and 49 CFR § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for

"Federal Government purposes," any subject data or copyright described in subsections (2)(b)(i) and (2)(b)(ii) of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

Any subject data developed under that contract, whether or not a copyright has been obtained; and

Any rights of copyright purchased by the Purchaser or Contractor/sub grantee using Federal assistance in whole or in part.

When federal assistance is awarded for experimental, developmental, or research work, it is the general intention to increase knowledge available to the public rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless determined otherwise, the Purchaser and the Contractor/sub grantee performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agree to make available to the public, either the license in the copyright to any subject data developed in the course of that contract or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor/sub grantee's use whose costs are financed in whole or in part with Federal assistance.

Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor/sub grantee agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Contractor/sub grantee of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Purchaser nor the Contractor/sub grantee shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

Nothing contained in this clause regarding rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

Data developed by the Purchaser or Contractor/sub grantee and financed entirely without the use of Federal assistance that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Purchaser or Contractor/sub grantee identifies that data in writing at the time of delivery of the contract work.

Unless determined otherwise, the Contractor/sub grantee agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor/sub grantee 's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor/sub grantee agree to take the necessary actions to provide those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR Part 401.

The Contractor/sub grantee also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

Patent Rights - The following requirements apply to each contract involving experimental, developmental, or research work:

General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor/sub grantee agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier.

Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor/sub grantee 's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor/sub grantee agree to take the necessary actions to provide those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR Part 401.

The Contractor/sub grantee also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

Procurement of Recovered Materials

Contractor/sub grantee and Subcontractor/sub grantee must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor/sub grantee and Subcontractor/sub grantees are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

1. The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or
2. The Contractor/sub grantee has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

Section 6002(c) establishes exceptions to the preferences for recovery EPA-Designed products if the Contractor/sub grantee can demonstrate the item is:

- Not reasonably available within a timeframe providing for compliance with the contract performance schedule.
- Fails to meet reasonable contract performance requirements; or
- Is only available at an unreasonable price.

Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>."

Safeguarding Personal Identifiable Information:

Contractor/sub grantee will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable federal, state, and/or local laws regarding privacy and obligations of confidentiality.

DHS Seal, Logo, and Flags

The Contractor/sub grantee shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without pre-approval by the specific federal agency.



CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JANUARY 17, 2023

TO: BOARD OF COUNTY COMMISSIONERS

FROM: ANDREA TEBBE, CLERK TO THE BOARD

DATE: 1/17/2023

SUBJECT: CAPE FEAR VALLEY HEALTH SYSTEM BOARD OF TRUSTEES

BACKGROUND

The Cape Fear Valley Health System Board of Trustees has a vacancy for a General Public position: Marshall Faircloth was appointed in February 2021 to serve a term of three (3) years. Mr. Faircloth was elected as a Cumberland County Commissioner in December 2022. Commissioner Faircloth has requested a replacement be nominated and appointed in his vacated position for the Cape Fear Valley Health System Board of Trustees.

The membership roster and applicant list for the Cape Fear Valley Health Systems Board of Trustees are attached.

RECOMMENDATION / PROPOSED ACTION

Nominate individual for the Cape Fear Valley Health System Board of Trustees.

ATTACHMENTS:

Description

Cape Fear Valley Health System Board of Trustees Membership Roster

Cape Fear Valley Health System Board of Trustees Applicant List

Type

Backup Material

Backup Material

CAPE FEAR VALLEY HEALTH SYSTEM
BOARD OF TRUSTEES
3 Year Term

(Two medical staff seats run from October to September for 2-year terms; remaining non-political seats expire in January.)

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
<u>Harnett Health Representative</u> Gene Lewis 1985 Eastwood Road, Ste. 110 Wilmington, NC 28403	10/21	1st	Jan/24 1/31/24	Yes
<u>Chief of Staff</u> Chukweumeka Chima, MD 3634 Cape Center Drive Fayetteville, NC 28304	10/22		Sept/24 09/30/24	
(Medical Staff Seat: Term from October 1, 2022 to September 30, 2024)				
<u>Vice Chief of Staff</u> Girum Feyissa, MD 112 Sutton Street Fayetteville, NC 28305 910-615-5610	10/22		Sept/24 09/30/24	
(Medical Staff Seat: Term from October 1, 2022 to September 30, 2024)				
<u>Medical Doctor</u> Dr. Michael Jones 1261 Oliver Street Fayetteville, NC 28304 910-323-1628	2/21	1st	Jan/24 01/31/24	Yes
(County Commissioner Appointee)				
Dr. Myron Strickland 2029 Valleygate Drive Fayetteville, NC 28304 910-323-2103	2/21	1st	Jan/24 1/31/24	Yes
(County Commissioner Appointee)				
<u>R.N. Position</u> Afua Arhin 1636 Cape Point Drive Fayetteville, NC 28312	2/21	1st	Jan/24 1/31/24	Yes
(CFVHS Appointee)				
Shannon A. Matthews, RN 5400 Ramsey Street 127 Nursing Building Fayetteville, NC 28311-1498 910-480-8479 smatthews@methodist.edu	3/22	1st	Jan/25 1/31/25	Yes
(County Commissioner Appointee)				

(Two medical staff seats run from October to September; remaining non-political seats expire in January.)

Name/Address	Date Appointed	Term	Expires	Eligible For Reappointment
<u>General Public (6)</u>				
Pamela Suggs Story 631 West Cochran Ave Fayetteville, NC 28301 339-8350/286-0783/678-2621 Venus_28301@yahoo.com	3/22	2nd	Jan/25 1/31/25	No
	(County Commissioner Appointee)			
Tammy S. Thurman Piedmont Natural Gas 1069 Wilkes Road Fayetteville, NC 28306 321-2982	2/21	2nd	Jan/24 01/31/24	No
	(CFVHS Appointee)			
Sanjay Shah, MD 3682 Raeburn Court Fayetteville, NC 28314 910-987-2571 SANMARGISHAH@GMAIL.COM	3/22	1st	Jan/25 1/31/25	Yes
	(County Commissioner Appointee)			
Marshall Faircloth 2307 Rolling Hill Rd Fayetteville, NC 28304 910-391-1285	2/21	1st	Jan/24 1/31/24	Yes
	(County Commissioner Appointee)			
Alicia Marks 532 Lionshead Road #8 Fayetteville, NC 28311 910-273-4962 Alicia.marks.08@gmail.com	3/20	2nd	Jan/23 1/31/23	No
	(County Commissioner Appointee)			
Dr. Bradley Broussard 4140 Ferncreek Drive Ste 801 Fayetteville, NC 28314	3/20	2nd	Jan/23 1/31/23	No
	(County Commissioner Appointee)			

County Commissioners (7)

Amy Cannon, County Manager - ex officio non-voting member (7/28/87)

Ryan Aul, Ex-officio representing Cape Fear Valley Health Foundation

Contact: Michael Nagowski, Chief Executive Officer – Main Office 615-6700

Anita Melvin, Assistant to CEO – Direct Office 615-5812 – Fax 615-6160

admelmvin@capefearvalley.com / Reception (Tasina D.) 615-6700

PO Box 2000, Fayetteville NC 28302-2000

Regular Meeting: Last Wednesday of each month
Meeting held in the Board Room – 5:30 PM (No April Meeting, No July Meeting,
Combined Nov/December meeting)

APPLICANTS FOR
CAPE FEAR VALLEY HEALTH SYSTEM BOARD OF TRUSTEES

<u>NAME/ADDRESS/TELEPHONE</u>	<u>OCCUPATION</u>	<u>EDUCATIONAL BACKGROUND</u>
CARTER-SHARPE, NATALIE 421 HILLIARD DRIVE FAYETTEVILLE, NC 28311 910-423-4604 H, 910-286-6884 M/W NSHARPEAKA@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: LEADERSHIP, ELIZABETH CITY CATEGORY: REGISTERED NURSE	RN-CHIEF CLINICAL OFFICER CARROLTON FACILITY MGMT	DOCTOR OF NURSING-ECU
GRANT, KELLEY Y (-/F) 3921 TASHA DRIVE HOPE MILLS NC 28348 818-0254/615-1344 KELBLAZE34@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: REGISTERED NURSE	CLINICAL EDUCATOR RN	BSN
HARPER, STEVE C. (B/M) 5707 BASHFORT CT FAYETTEVILLE NC 28304 425-9643/988-7004 STEVEHARPER276@GMAIL.COM Graduate-County Citizens' Academy: YES Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: CITY OF FAYETTEVILLE CITIZENS ACADEMY CATEGORY: GENERAL PUBLIC	RETIRED OPERATIONS MANAGER	HIGH SCHOOL & SOME COLLEGE
HINSON, MARY (B/F) 3470 THAMESFORD RD FAYETTEVILLE NC 28311 919-491-3299 MHINSONLPC@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	MENTAL THERAPIST PRIVATE PRACTICE	PHD, MA

Cape Fear Valley Health System Applicants, page 2

NAME/ADDRESS/TELEPHONE	OCCUPATION	EDUCATIONAL BACKGROUND
HOLLOMAN, GWEN (B/F) 721 EDGEHILL ROAD FAYETTEVILLE NC 28314 868-1691/261-7813 GHOLL80180@AOL.COM Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO CATEGORY: GENERAL PUBLIC	HEALTH CARE ADMINISTRATOR RETIRED	BS-HEALTH CARE ADMIN.
HOYT, GEORGE (TREY) III 6086 MIDUS STREET HOPE MILLS, NC 28348 433-0001/723-6897/630-7620 TREYHOYT@CENTURYLINK.NET 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	PROFESSOR METHODIST UNIVERSITY	PHD MED
KALRA, DR. SUMIT (AI/M) 6824 MUNFORD DRIVE FAYETTEVILLE NC 28306 221-1903/485-6470/423-534-5990 DRSUMITKALRA@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: MEDICAL DOCTOR	PHYSICIAN CARDIOLOGIST CAPE FEAR CARDIOLOGY ASSOCIATES	PHYSICIAN
KEITH, THOMAS J (W/M) 121 S COOL SPRING ST FAYETTEVILLE NC 28301 483-4780/323-3222/850-3222 TJK@KEITHVALUATION.COM Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: YES Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO CATEGORY: GENERAL PUBLIC	TOM KEITH & ASSOCIATES COMMERICAL & INDUSTRIAL APPRAISER	BS, MAI

Cape Fear Valley Health System Applicants, page 3

NAME/ADDRESS/TELEPHONE	OCCUPATION	EDUCATIONAL BACKGROUND
KRAKOVER, BRIAN Dr. (W/M) 401 HARLOW DRIVE FAYETTEVILLE, NC 28314 910-366-7116 BKRAK@CAPEFEARVALLEY.COM Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO CATEGORY: Medical doctor	EMERGENCY PHYSICIAN CAPE FEAR VALLEY MEDICAL CENTER	MC- VIRGINIA COMMONWEALTH UNIVERSITY
MILLS, SUSAN (W/F) 4158 BENT GRASS DRIVE FAYETTEVILLE NC 28312 910-308-2409 VOTE4MILLS@AOL.COM Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO CATEGORY: GENERAL PUBLIC	HIGH SCHOOL TEACHER SAMPSON COUNTY PUBLIC SCHOOLS	BS-COMMUNICATIONS
OATMAN, LEWIS S. (-/M) 5575 HALLWOOD DRIVE FAYETTEVILLE, NC 28348 884/5020 LEWIS_OATMAN@MSN.COM Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO CATEGORY: GENERAL PUBLIC	ADJUNCT PROFESSOR HEALTH CARE EXECUTIVE	PHD HEALTH SCIENCES GLOBAL HEALTH
OROZCO, BRENEE(B/F) 1736 ELLIE AVE FAYETTEVILLE, NC 28314 910-286-3382 OROZCOFORM@GMAIL.COM Graduate-County Citizens' Academy: YES Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO CATEGORY: GENERAL PUBLIC	ATTORNEY	JURIS DOCTOR-WILLIAM H. BOWDEN SCHOOL OF LAW

Cape Fear Valley Health System Applicants, page 4

NAME/ADDRESS/TELEPHONE	OCCUPATION	EDUCATIONAL BACKGROUND
PLATER, J RAY SR. (B/M) 4805 WADE STEDMAN RD WADE NC 28395 723-2461/489-8628 JPLATER@E2GP.NET 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	PRESIDENT BUSINESS OWNER EXTENSION ENTERPRISE GROUP	MBA, MS
POOLE, ROBERT "JASON" (W/M) 2700 BRIAR CREEK PLACE FAYETTEVILLE NC 28304 910-978-3600 JASON@TRPSUMNER.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	CERTIFIED PUBLIC ACCOUNTANT TRP SUMNER PLLC	BA
PORTER, BARBARA (-/-) 6620 STILLWOOD DRIVE HOPE MILLS, NC 28348 850-321-1232 barbaragailp@hotmail.com Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO CATEGORY: GENERAL PUBLIC	RETIRED DEPUTY SHERIFF	BS
RAY, TISHA (B/F) 401 TRADEWINDS DR APT D FAYETTEVILLE, NC 28314 910 -853-4577 (H) tisha272@gmail.com Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: YES Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO CATEGORY: GENERAL PUBLIC	LICENSED SCHOOL COUNSELOR	MASTERS

Cape Fear Valley Health System Applicants, page 5

NAME/ADDRESS/TELEPHONE	OCCUPATION	EDUCATIONAL BACKGROUND
SPAIN, DYMOND 7230 RYAN STREET FAYETTEVILLE, NC 28301 919-536-9813(H)/745-9360(W) DYMONDSPAIN@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 Serving on City of Fayetteville Ethics Commission (Chairman's term ends 3-31-24) CATEGORY: GENERAL PUBLIC	ATTORNEY	JURIS DOCTORATE
SZOKA, JOHN D (-/M) 6922 SURREY ROAD FAYETTEVILLE, NC 28306 910-583-2960 JOHNSZOKA@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: United States Military Academy CATEGORY: GENERAL PUBLIC	MORTGAGE BANKER	BS, MS
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: ARMY OFFICER ACADEMY CATEGORY: GENERAL PUBLIC	SOLDIER/IT TECH ARMY/FSU	BA, MBA
TWADDELL, ROBERT (W/M) 4574 CANASTA COURT HOPE MILLS NC 28348 910-257-7246 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: NO CATEGORY: GENERAL PUBLIC	CHIROPRACTIC PHYSICIAN FAYETTEVILLE OCC MED/ A HEALTHY BACK	DOC OF CHIROPRACTIC
WRIGHT, DAKOTA WAYNE (-/-) 3431 REGIMENT DRIVE FAYETTEVILLE NC 28303 919-770-3783	US ARMY	BS – POLITICAL SCIENCE

KOTA03WRIGHT@HOTMAIL.COM

Graduate-County Citizens' Academy: NO

Graduate-Institute for Community Leadership: NO

Graduate-Leadership Fayetteville: NO

Graduate-United Way's Multi-Cultural Leadership Program: NO

Graduate-other leadership academy: NO

CATEGORY: GENERAL PUBLIC



CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JANUARY 17, 2023

TO: BOARD OF COUNTY COMMISSIONERS

FROM: ANDREA TEBBE, CLERK TO THE BOARD

DATE: 1/17/2023

**SUBJECT: JOINT FORT BRAGG AND CUMBERLAND COUNTY FOOD POLICY
COUNCIL (3 VACANCIES)**

BACKGROUND

At the January 3, 2023 regular meeting, the Board of Commissioners nominated the following individuals to fill the three (3) vacancies on the Joint Fort Bragg and Cumberland County Food Policy Council:

Representative from Local Farming:

Robert Elliot

Alexis McLain

Representative Who Does Not Work in Local Government or Health Agencies:

Clifton Johnson

The membership roster for the Joint Fort Bragg and Cumberland County Food Policy Council is attached.

RECOMMENDATION / PROPOSED ACTION

Appoint individuals to fill the three (3) vacancies on the Joint Fort Bragg and Cumberland County Food Policy Council.

ATTACHMENTS:

Description	Type
Joint Fort Bragg and Cumberland County Food Policy Council Membership Roster	Backup Material

FORT BRAGG & CUMBERLAND COUNTY
FOOD POLICY COUNCIL
1 Year Term on Formation/ 2-Year Terms

Name/Address	Date Appointed	Term	Expires	Eligible For Reappointment
<u>Co-Chair / Military Chair from Fort Bragg (1)</u>				
Lt. Col. Tathetra Joseph 233 Sand Rock Road Fayetteville, NC 28306 803-463-1516 (M) Tathetra.m.joseph.mil@mail.mil	2/22	1 st	Feb/23 2/28/23	Yes
<u>Co-Chair / Civilian Chair from Cumberland County (1)</u>				
Sandy Ammons (W/F) 2201 Hull Road Fayetteville, NC 28303 988-7350/678-8201 Ammonss@faytechcc.edu	12/21	1 st	Dec/22 12/31/22	Yes
<u>Members Who Do Not Work in Local Government or Health Agencies (3)</u>				
Veronica Feliciano (H/F) 5220 Roy C Stallings Jr Street Hope Mills, NC 28348 964-3953/762-2262 vfeliciano@broncos.uncfsu.edu	11/21	1 st	Nov/22 11/30/22	Yes
Anicca Cox (W/F) 6911 Brockwood Street Fayetteville, NC 2834 575-770-4349 acox@methodist.edu	12/21	1 st	Dec/22 12/31/22	Yes
Lauren R. Tyler (-/-) 2613 Beard Road Eastover, NC 28312 910-514-0628 Trucolor3@gmail.com	2/22	1 st	Feb/23 2/28/23	Yes
<u>Members Involved in Local Farming and Agriculture (2)</u>				
Nathan Crew (W/M) 2809 Dartmouth Drive Fayetteville, NC 28304 912-463-2549 nate@crewfamilyenterprises.com	12/21	1 st	Dec/22 12/31/22	Yes
Aaron Paplaczky (-/-) 6728 Vaughn Road Fayetteville, NC 28304 614-256-1066(M) pappysurbanfarm@yahoo.com	2/22	1 st	Feb/23 2/28/23	Yes

Name/Address	Date Appointed	Term	Expires	Eligible For Reappointment
<u>Member Representing Local Higher Education (Fayetteville State University, Methodist University, & Fayetteville Technical Community College) (1)</u>				
Dr. Dana Kolbfleisch (-/F) 7416 Hammersley Rd Fayetteville NC 28306 919-480-5388/482-5514 dkolbfleisch@methodist.edu	11/21	1 st	Nov/22 11/30/22	Yes
<u>Member Representing Fort Bragg Schools (1)</u>				
Stephanie White (-/F) 5628 Crenshaw Drive Fayetteville, NC 28303 843-209-6848 Msjwhite99@hotmail.com	11/21	1 st	Nov/22 11/30/22	Yes
<u>Member Representing Cumberland County School District (1)</u>				
Sabrina Steigelman (B/F) 2100 Rock Avenue Fayetteville, NC 28303 226-5059(H/M)/678-2797(W) sabrinasteig@gmail.com	2/22	1 st	Feb/23 2/28/23	Yes
<u>Members Who Work in the Fields of Healthcare, Public Health, Food Insecurity/Food Access, or Child and Adult Care (3)</u>				
Shella Korch (W/F) 2113 Stonewash Drive Fayetteville, NC 28306 972-992-8508/223-3393 s.korch@carolinaccc.com	11/21	1 st	Nov/22 11/30/22	Yes
Yahaira Nadermann (H/F) 1 Grenado Street Ft. Bragg, NC 28307 619-952-6340/436-0500 ynadermann@asymca.org	12/21	1 st	Dec/22 12/31/22	Yes
Candace Scott (W/F) 3551 Sturbridge Drive Hope Mills, NC 28348 382-0804/826-3131 cscott@ccpfc.org	12/21	1 st	Dec/22 12/31/22	Yes

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
<u>Members Who Work in Local Government (2)</u>				
Kenjuana McCray (B/F) 1625 Citation Court Parkton, NC 28371 910-494-1352 kmccray@townofhopemills.com	11/21	1 st	Nov/22 11/30/22	Yes
Natasha Randall (B/F) 1508 Richborough Ct Fayetteville, NC 28314 910-207-3608 Natasharandall717@yahoo.com	11/21	1 st	Nov/22 11/30/22	Yes

Contact: Martina Sconiers-Talbert, Grants Manager / 433-3672

Meetings: The Co-chairs will convene and preside at meetings. At a minimum 4 meetings will be held each year on dates chosen by the Executive Committee. Meetings are the first Wednesday of the month alternating 5:00 PM and 12:00 PM, beginning with 5:00 PM in January and ending with 12:00 PM in December.

Meeting Location: Public Health, 1235 Ramsey Street, Fayetteville, NC

Board of Commissioners adopted a resolution supporting the establishment of the Fort Bragg & Cumberland County Food Policy Council June 21, 2021. Structure and 15 members with specific categories adopted as part of resolution.