
AGENDA
CUMBERLAND COUNTY BOARD OF COMMISSIONERS
HISTORIC COURTHOUSE-2nd FLOOR COURTROOM
MARCH 17, 2025
6:45 PM

INVOCATION - Chairman Kirk deViere

PLEDGE OF ALLEGIANCE -

PUBLIC COMMENT PERIOD

1. APPROVAL OF AGENDA
2. PRESENTATIONS
 - A. Women's History Month
 - B. Historic Courthouse
3. CONSENT AGENDA
 - A. Approval of a Proclamation Recognizing the 99th Anniversary of the Historic Courthouse
 - B. Approval of a Proclamation Recognizing the Bicentennial Anniversary of the Marquis de Lafayette's visit to Cumberland County and Honoring the Lafayette Society
 - C. Approval of a Proclamation Recognizing March 2025 as Social Worker Month in Cumberland County
 - D. Approval of a Proclamation Recognizing March 29, 2025 as Welcome Home Vietnam Veterans Day in Cumberland County
 - E. Approval of a Proclamation Recognizing March 29, 2025 as Gold Star Family Day in Cumberland County
 - F. Approval of a Proclamation Recognizing World Water Day in Cumberland County
 - G. Consideration of Proposed Schedule for Fiscal Year 2026 Budget Work Sessions and Public Hearing
 - H. Approval of Animal Services Intergovernmental Support Agreement (IGSA) With Fort Bragg
 - I. Approval to Pay Prior Year Invoices
 - J. Approval of Contract Amendment for Aerial Mosquito Spray Stand-By Contract with Allen Aviation, Inc.
 - K. Approval of Resolution Supporting NC Division of Juvenile Justice and Delinquency Prevention Legislative Requests for Increased Recurring Funding for Juvenile Crime Prevention Councils (JCPC)

- L. Approval of Communications Policy for the Cumberland County Board of Commissioners
 - M. Approval of Budget Ordinance Amendments for the March 17, 2025 Board of Commissioners' Agenda
 - N. Approval of Cumberland County Board of Commissioners Agenda Session Items
 - 1. Fiscal Year 2026 Health Insurance Benefit Plan Changes
4. PUBLIC HEARINGS
- A. Consideration of Incentives for Project Crossfit

Rezoning Cases

- B. CASE # ZON-25-0002
 - C. CASE # ZON-24-0042
 - D. CASE # ZON-25-0001
5. ITEMS OF BUSINESS
- A. Water Services Agreement for Gray's Creek Phase 1
 - B. Request for Refund of One-half of Excise Tax for Duplicate Recording
6. NOMINATIONS ** There are No Nominations for This Meeting**
7. APPOINTMENTS ** There are No Appointments for This Meeting**

RECESS THE BOARD OF COMMISSIONERS' MEETING

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

8. GRAY'S CREEK WATER AND SEWER DISTRICT ITEMS OF BUSINESS
- A. Water Services Agreement for Gray's Creek Phase 1

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

RECONVENE THE BOARD OF COMMISSIONERS MEETING

9. CLOSED SESSION: If Needed

ADJOURN

REGULAR BOARD MEETINGS:

April 7, 2025 (Monday) 9:00 A.M.
April 21, 2025 (Monday) 6:45 P.M.

WATCH THE MEETING LIVE

THIS MEETING WILL BE STREAMED LIVE THROUGH THE COUNTY'S WEBSITE, www.cumberlandcountync.gov. LOOK FOR THE LINK AT THE TOP

OF THE HOMEPAGE.

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



CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MARCH 17, 2025

TO: BOARD OF COUNTY COMMISSIONERS

FROM: ANDREA TEBBE, CLERK TO THE BOARD

DATE: 3/10/2025

SUBJECT: WOMEN'S HISTORY MONTH

BACKGROUND

Public Information Office will give a presentation on Women's History Month.



CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MARCH 17, 2025

TO: BOARD OF COUNTY COMMISSIONERS

FROM: ANDREA TEBBE, CLERK TO THE BOARD

DATE: 3/10/2025

SUBJECT: HISTORIC COURTHOUSE

ATTACHMENTS:

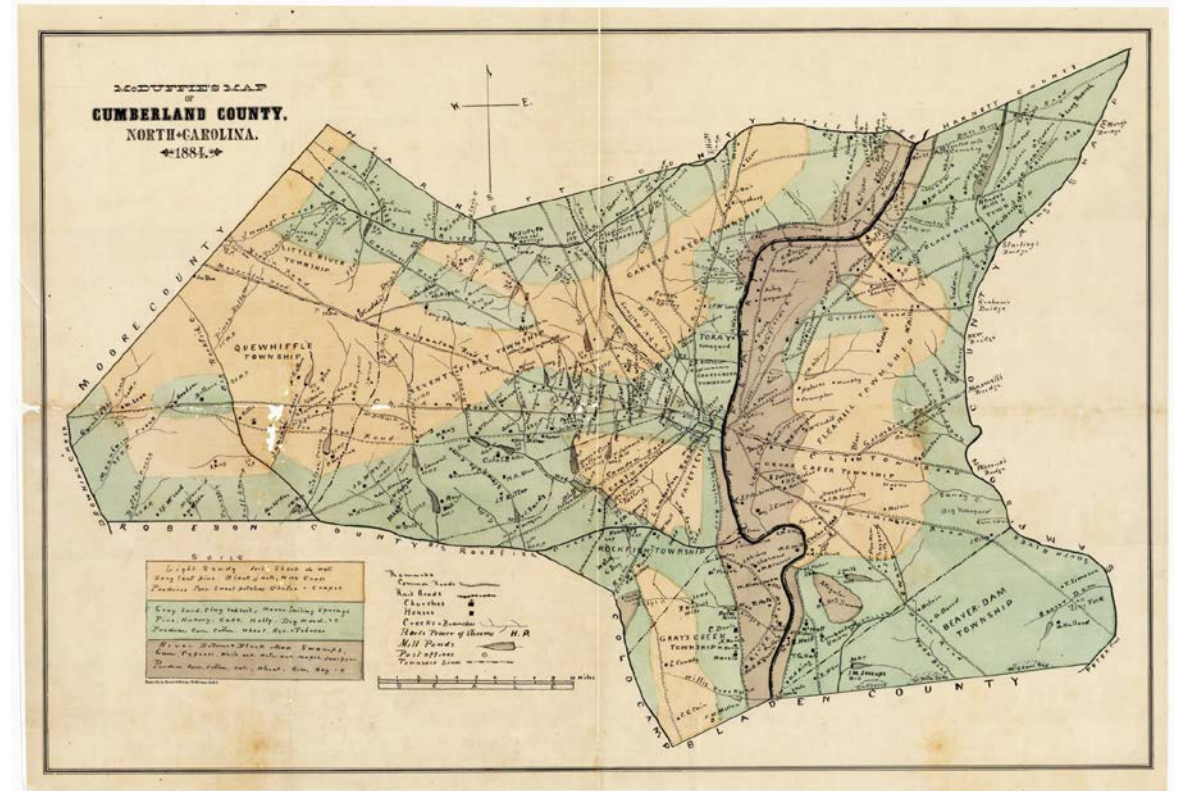
Description

Cumberland County and It's Courthouses- A Short History

Type

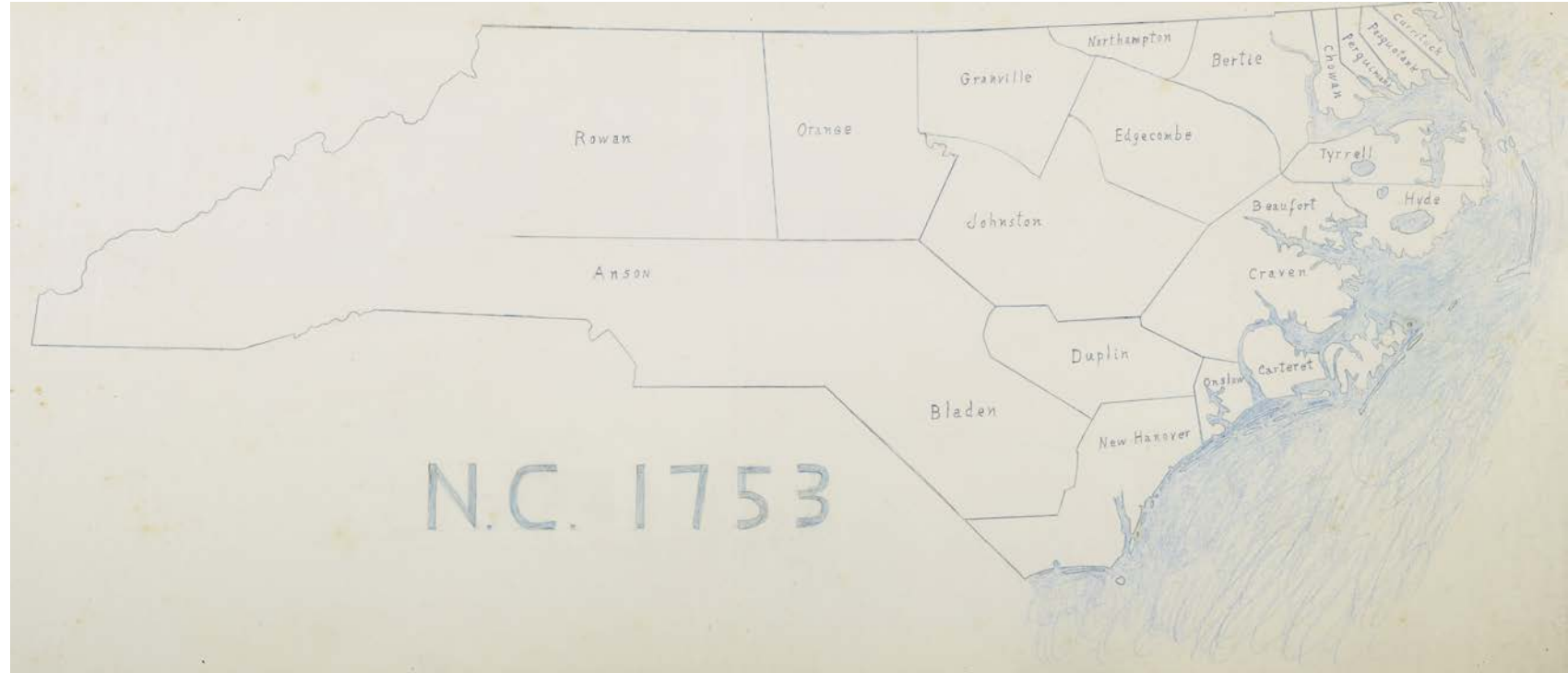
Backup Material

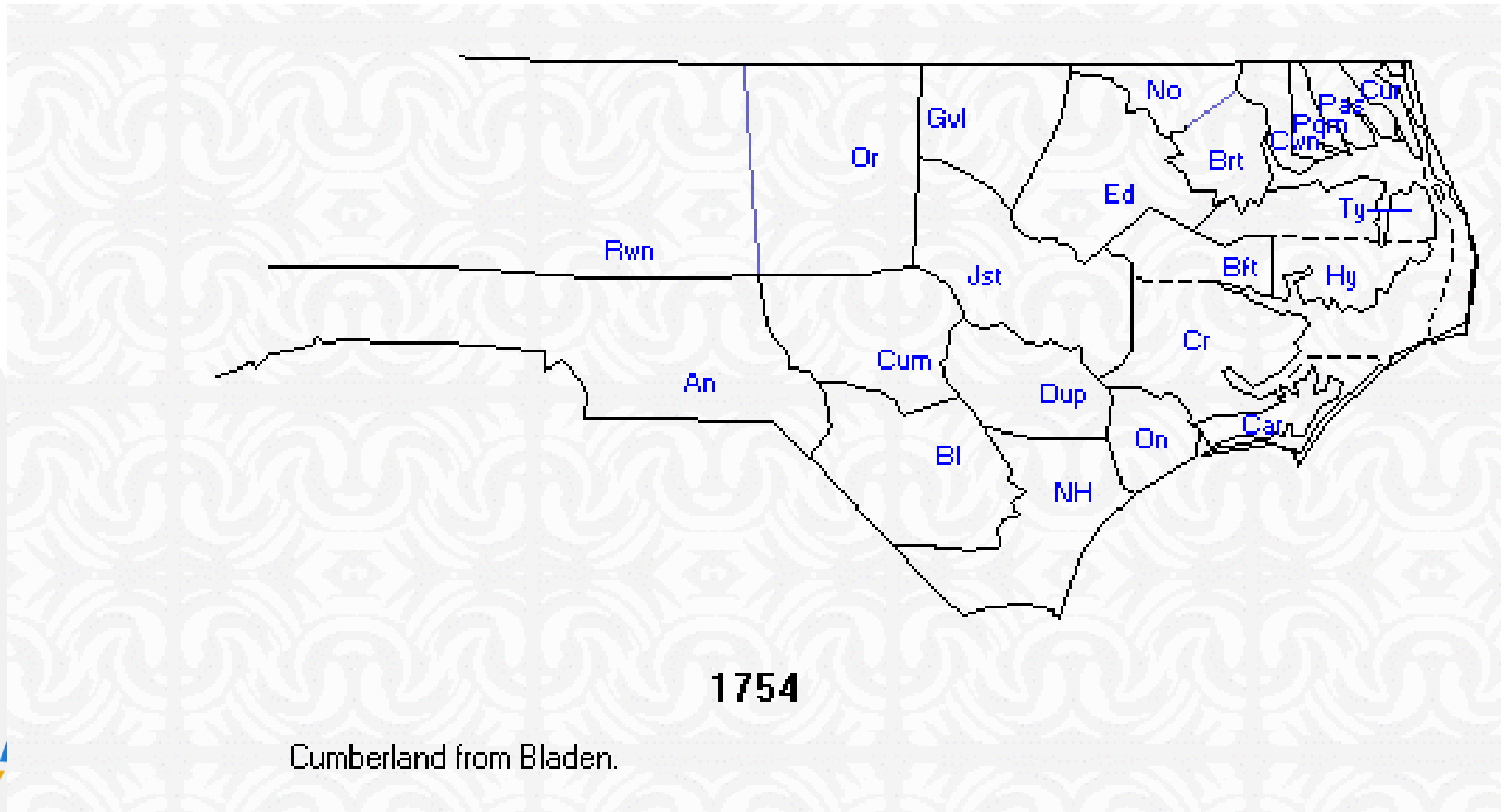
Cumberland County & its Courthouses: A Short History



Formation of Cumberland County

- Cumberland County was formed out of Bladen County in 1754.
- Named for the Duke of Cumberland.



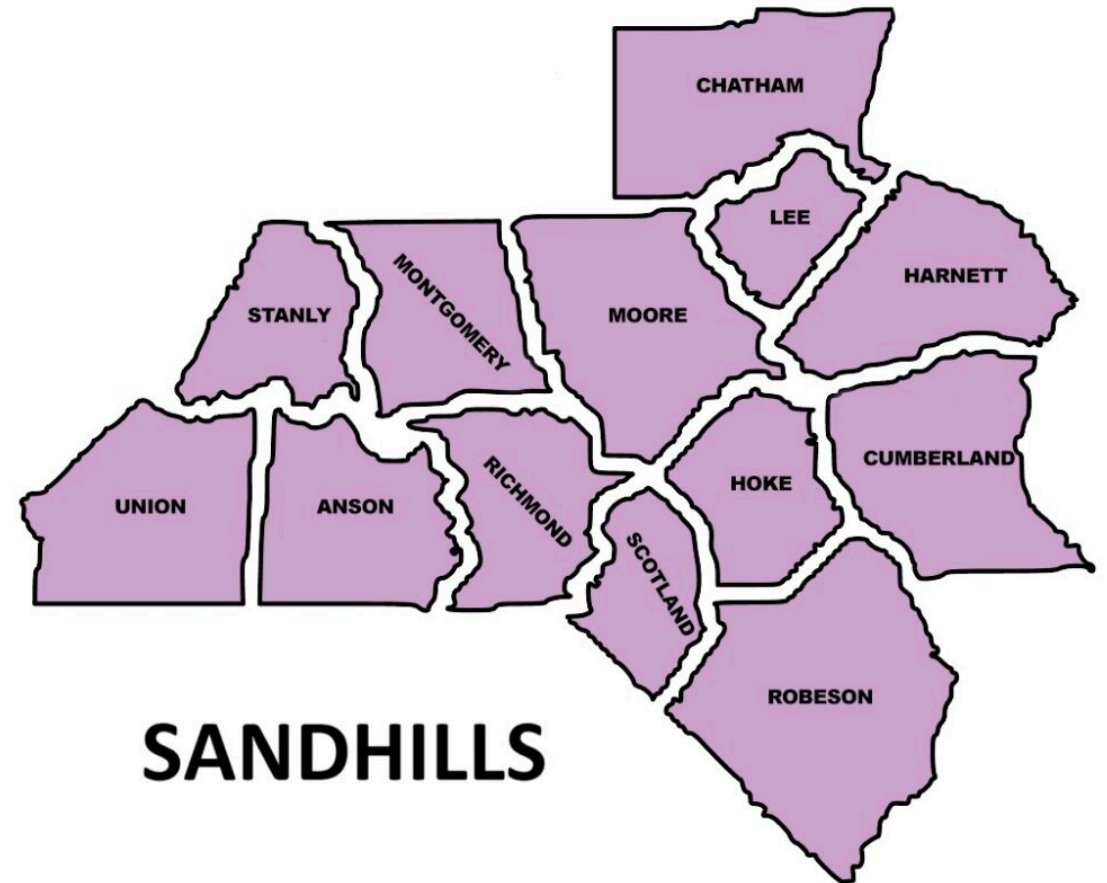


1754

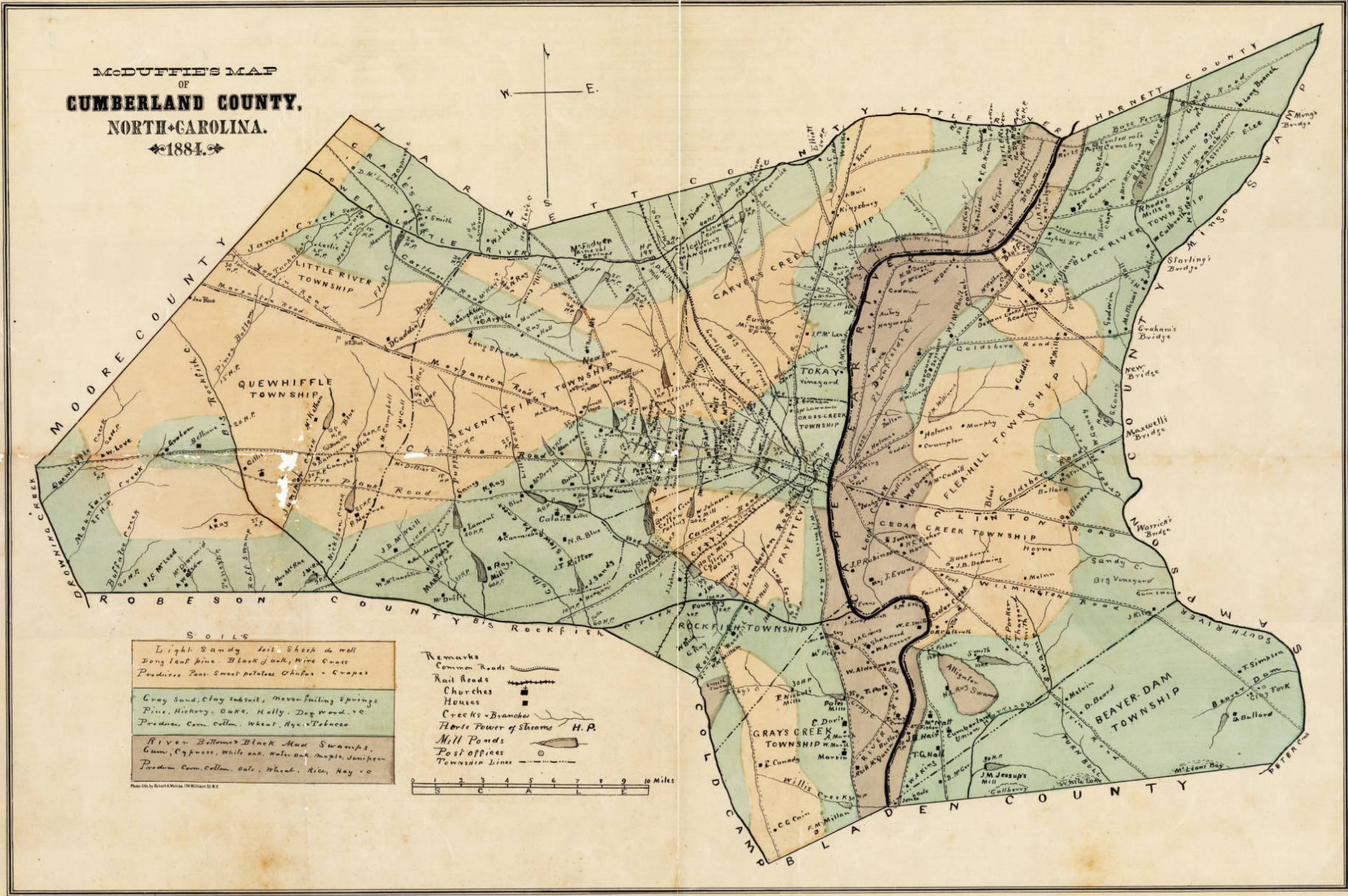
Cumberland from Bladen.

Counties that split away from Cumberland

Wake County-1771
Moore County-1794
Harnett County-1855
Hoke County-1911



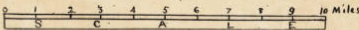
McDUFFIE'S MAP
OF
CUMBERLAND COUNTY,
NORTH CAROLINA.
1881



SOILS

Light Sandy Soil. Sheep & well Long leaf pine. Black Jack, Rice Grass Producers: Turn, Sweet potatoes, Chufas & Cucumbers
Gray sand, Clay subsoil, never-failing Springs Pines, Hickory, Oaks, Holly, Dog wood, etc. Producers: Corn, cotton, Wheat, Rice, Tobacco
River Bottoms Black Mud Swamps, Cane, Cypress, White oak, water oak, Magnolia, Juniper Producers: Corn, cotton, oats, wheat, Rice, Hay, etc.

- Remarks**
- Common Roads
 - Rail Roads
 - Churches
 - Houses
 - Creeks & Branches
 - Flots Power of streams H.P.
 - Mill Ponds
 - Post offices
 - Township Lines



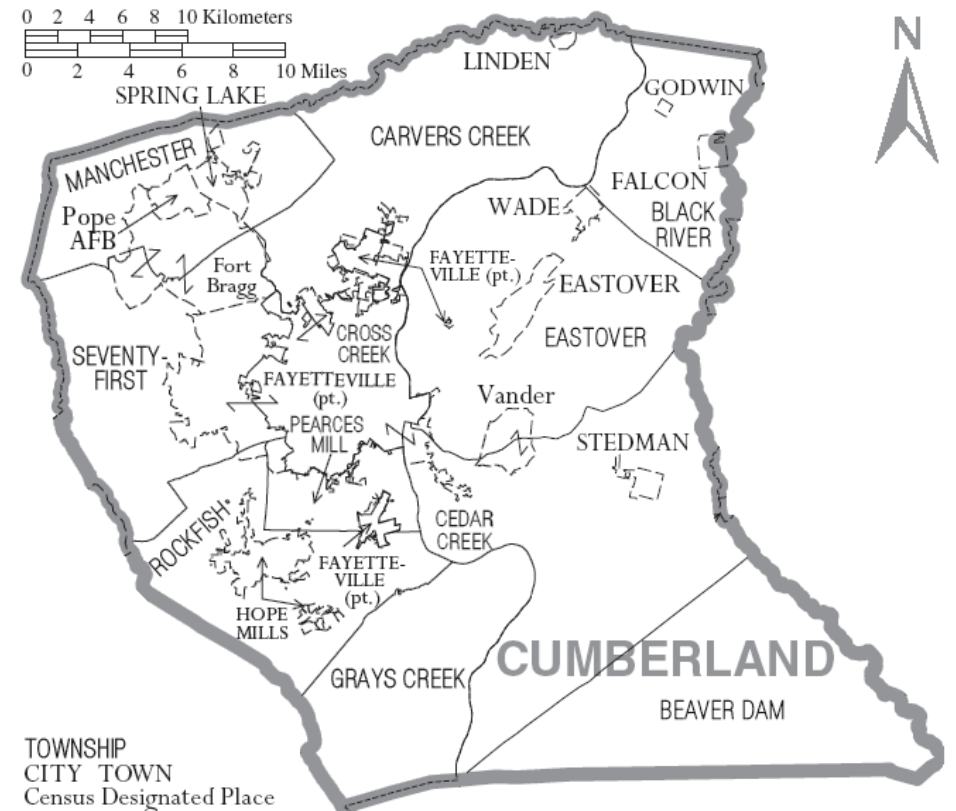
County History

- Great Fire
- Sherman's march
- Transformation from rural to urban



Cumberland County Today

- Estimated population is 334 thousand, 5th in the state.
- County still produces numerous agricultural products and has numerous manufacturing industries.



Lafayette & Cumberland

- Cumberland County was briefly called "Fayette County" in 1784 out of homage to Lafayette.
- Lafayette visited his namesake in March 1825.



Cumberland Courthouse History

- First courthouse established in what is now Linden in 1754.
- James Square Courthouse was the county courthouse for over 100 years.
- Historic Courthouse opened in 1926.
- Modern courthouse opened in 1978.

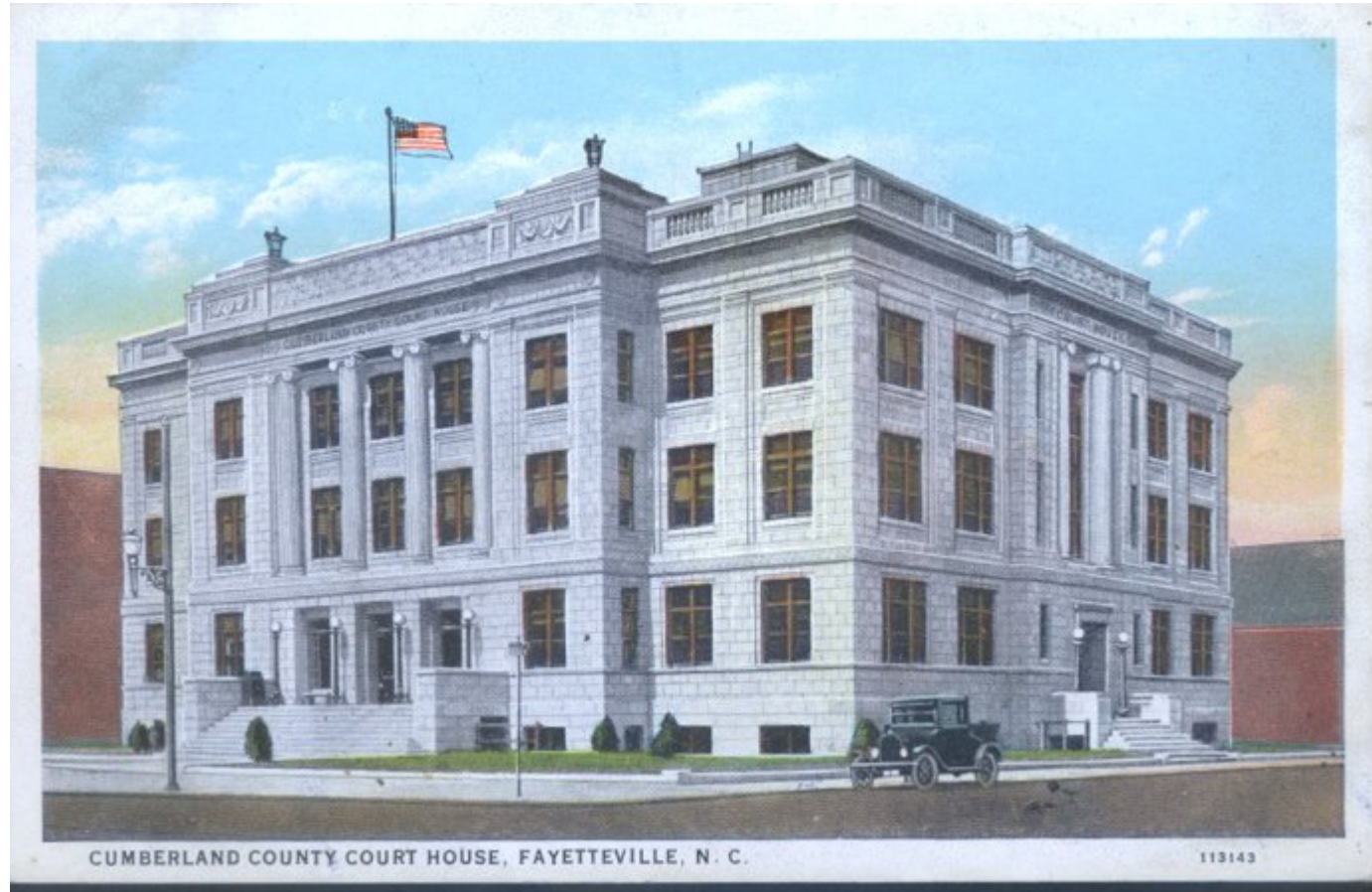
James Square Courthouse



Courthouse on Gillespie 1893-1922



Historic Courthouse 1926-1978



Present-Day: Judge E. Maurice Braswell Courthouse

- Opened 1978
- Serves as both the courthouse & the government services building.



Historic Courthouse Today



Inside the Historic Courthouse



For more information, contact me at
jwestendorf@cumberlandcountync.gov or
(910)-483-7727 Ext. 1368



CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MARCH 17, 2025

TO: BOARD OF COUNTY COMMISSIONERS

FROM: ANDREA TEBBE, CLERK TO THE BOARD

DATE: 3/4/2025

**SUBJECT: APPROVAL OF A PROCLAMATION RECOGNIZING THE 99TH
ANNIVERSARY OF THE HISTORIC COURTHOUSE**

BACKGROUND

A request was received for a proclamation recognizing the 99th Anniversary of the Historic Courthouse.

RECOMMENDATION / PROPOSED ACTION

Respectfully request approval of the proclamation.

ATTACHMENTS:

Description

Historical Courthouse Proclamation

Type

Backup Material

Proclamation

WHEREAS, 2025 marks the 99th Anniversary for the Cumberland County Historic Courthouse, located at 130 Gillespie Street, Fayetteville NC; and

WHEREAS, the Historic Courthouse building, the fifth courthouse for Cumberland County has served as a cornerstone for the community for nearly a century; and

WHEREAS, designed by architect Harry Barton and built by W.P. Rose, the courthouse exemplifies the Neo-Classical Revival style, characterized by its symmetrical form, classical ornaments and dignified presence. The buildings classical features, from the grand portico to the intricate woodwork in the courtroom, reflect the architectural elegance prevalent in governmental structures of the era; and

WHEREAS, the Historic Courthouse is built on the site of the home Duncan McRae, where the Marquis de Lafayette visited Fayetteville on March 4, 1825; and

WHEREAS, the Historic Courthouse opened on March 15, 1926; the building has housed numerous county agencies over the decades to include the Sheriff's and treasurer's offices, the county clerk, auditor and register of Deeds. Today the building houses several County departments such as Planning and Inspections and Engineering

WHEREAS, The Fayetteville Observer said two days before the Historic Courthouse opened that it is "one of the handsomest and best-appointed new courthouses erected in the state recently and is a "county capital" worthy of the just pride of the people who have built it". Even in the 1960's the building was said to be "perhaps one of the most dignified courthouses in Eastern North Carolina" from the outside; and

WHEREAS, in 1991, the Historic Courthouse served as the location for the courtroom scene in the film " Billy Bathgate" starring Dustin Hoffman, Bruce Willis, and Nicole Kidman, highlighting its cultural impact beyond the judicial realm; and

WHEREAS, in 1979 the Cumberland County Historic Courthouse was added to the National Register of Historic Places. The preservation of the Cumberland County Courthouse stands as a testament to our rich history and cultural heritage, reminding us of our community's resilience and evolution; and

NOW THEREFORE, We, the Cumberland County Board of Commissioners, do hereby proclaim March 17th, 2025 as the 99th Anniversary of the Historic Courthouse in Cumberland County, North Carolina and encourage the community to reflect upon and celebrate its historical and architectural significance.

Approved this 17th day of March, 2025.

*Kirk J. deViere, Chairman
Cumberland County Board of Commissioners*



CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MARCH 17, 2025

TO: BOARD OF COUNTY COMMISSIONERS

FROM: ANDREA TEBBE, CLERK TO THE BOARD

DATE: 3/10/2025

**SUBJECT: APPROVAL OF A PROCLAMATION RECOGNIZING THE
BICENTENNIAL ANNIVERSARY OF THE MARQUIS DE LAFAYETTE'S
VISIT TO CUMBERLAND COUNTY AND HONORING THE LAFAYETTE
SOCIETY**

BACKGROUND

A request was received for a proclamation recognizing the Bicentennial Anniversary of the Marquis de Lafayette's visit to Cumberland County and honoring the Lafayette Society.

RECOMMENDATION / PROPOSED ACTION

Respectfully request approval of the proclamation.

ATTACHMENTS:

Description

Lafayette Proclamation

Type

Backup Material

Proclamation

WHEREAS, in 1783, the State Assembly merged the towns of Campbelton and Cross Creek and named the area Fayetteville; the first United States city or town named in honor of the Marquis de Lafayette and the only city named for him that he actually visited; and

WHEREAS, Gilbert de Mortier, the Marquis de Lafayette visited Fayetteville in March 1825 and stayed at the home of Duncan McRae, which was located on the site of the Historic Courthouse; and

WHEREAS, the Lafayette Society was founded in 1981 by Ms. Martha Duell. The goal of the society was to raise funds for a statue of Fayetteville's namesake to be erected in Cross Creek Park; and

WHEREAS, a statue of the Marquis de Lafayette was dedicated during Fayetteville's bicentennial celebration in 1983; and

WHEREAS, the mission of the Lafayette Society is to promote awareness of the many contributions to America's freedom by the Marquis de Lafayette. The society honors him for his generosity, patriotism, leadership, opposition to slavery and oppression, and support of human rights for all by encouraging these same qualities in the civic character of Fayetteville, North Carolina; and

WHEREAS, the Lafayette Society supports leadership opportunities for both adults and youth; funds endowments and programs at Fayetteville State University and Methodist University; and

WHEREAS, the society hosts an official Lafayette birthday celebration every September, the annual luncheon social in March and hosted the National Celebration of the Bicentennial of Lafayette's Farewell Tour in March 2025; and

WHEREAS, the Lafayette Society has continued to be a positive force in the community by funding scholarships for high school and college students; supporting the establishment of the Lafayette Room in the Methodist University library, sponsored lectures by Lafayette scholars, commissioned bronze and granite historic markers for the Lafayette Trail, and honored the memory of General Lafayette; and

NOW THEREFORE, We, the Cumberland County Board of Commissioners, do hereby recognize the Bicentennial Anniversary of General Lafayette's visit to Cumberland County and honor The Lafayette Society and its members for their dedication to preserving and honoring the memory and the importance of the enduring legacy of the Marquis de Lafayette.

Adopted this 17th day of March 2025.

*Kirk J. deViere, Chairman
Cumberland County Board of Commissioners*



CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MARCH 17, 2025

TO: BOARD OF COUNTY COMMISSIONERS

FROM: ANDREA TEBBE, CLERK TO THE BOARD

DATE: 3/4/2025

**SUBJECT: APPROVAL OF A PROCLAMATION RECOGNIZING MARCH 2025 AS
SOCIAL WORKER MONTH IN CUMBERLAND COUNTY**

BACKGROUND

A request was received for a proclamation recognizing March 2025 as Social Worker Month in Cumberland County.

RECOMMENDATION / PROPOSED ACTION

Respectfully request approval of the proclamation.

ATTACHMENTS:

Description

Social Workers Months

Type

Backup Material

Proclamation

WHEREAS, March is a time to celebrate the great profession of social work. Social Work Month is great time to learn and reflect on the profession's many positive contributions; and

WHEREAS, Social Workers enter the profession because they have a strong desire to help and empower individuals, families, communities, and our nation overcome issues that prevent them from reaching their full potential; and

WHEREAS, Social Workers have worked for more than a century to improve the well-being and enhance the basic needs of all people; and

WHEREAS, Social Workers follow a Code of Ethics that call on them to fight social injustice and respect the dignity and worth of all people. They have helped this nation live up to its values by advocating for equal rights for all, including people of color, people who are Indigenous, people who are LGBTQIAS+, and people who follow various faiths; and

WHEREAS, Social Workers positively touch the lives of millions of Americans each day and in a variety of places, including schools, hospitals, the military, child welfare agencies, community centers and in federal, state, and local government; and

WHEREAS, Social Workers are the largest group of mental health care providers in the United States. They are on the front lines of the nation's opioid addiction crisis, assist with recovery from natural disasters and help people cope with death and grief; and

WHEREAS, Social Work is one of the fastest growing careers in the United States, with around 708,000 social workers today and more than 60,000 social workers expected to enter the profession over the next decade; and

WHEREAS, the 2025 Social Work Month theme, "Compassion + Action embodies how social workers help empower individuals, families, communities, and our society. Social Workers continue to push for changes that make our society a better place to live.

NOW THEREFORE, We, the Cumberland County Board of Commissioners, do hereby proclaim March 2025 as Social Worker Month in Cumberland County and call upon all citizens to honor and support the Social Work Profession.

Adopted this 17th day of March 2025.

*Kirk J. deViere, Chairman
Cumberland County Board of Commissioners*



CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MARCH 17, 2025

TO: BOARD OF COUNTY COMMISSIONERS

FROM: ANDREA TEBBE, CLERK TO THE BOARD

DATE: 3/11/2025

SUBJECT: APPROVAL OF A PROCLAMATION RECOGNIZING MARCH 29, 2025 AS WELCOME HOME VIETNAM VETERANS DAY IN CUMBERLAND COUNTY

BACKGROUND

A request was received for a proclamation recognizing March 29, 2025 as Welcome Home Vietnam Veterans Day in Cumberland County.

RECOMMENDATION / PROPOSED ACTION

Respectfully request approval of the proclamation.

ATTACHMENTS:

Description

Vietnam Veterans Welcome Home Day

Type

Backup Material

Proclamation

WHEREAS, March 2th has been designated as the annual observance of Vietnam War Veterans Day. The proclamation signed in March 2012 marked the 50th Anniversary of the departure of the last troops from Vietnam – March 29, 1973; and

WHEREAS, the Vietnam War was fought from 1961 to 1975 and involved North Vietnam and the Viet Cong in conflict with the United States Armed forces and South Vietnam; and

WHEREAS, the Vietnam War was a divisive issue among people of the United States and members of the United States Armed Forces who served bravely and faithfully.

WHEREAS, despite their harrowing sacrifices, our Vietnam Veterans did not receive the support and gratitude owed to them upon their return home; and

WHEREAS, over 2 million Americans served in the Vietnam War and related conflicts in Southeast Asia with more than 58,000 not returning home. Of those who survived, the service members suffered physical injuries, post-traumatic stress disorder and other ailments as a result of their service; and

WHEREAS, the treatment of those returning home from the Vietnam War reflects profoundly on our nation. Cumberland County, North Carolina is committed to improving current services and expressing gratitude to those who have sacrificed for our freedom; and

WHEREAS, the Welcome Home Vietnam Veterans Day is an appropriate way for Cumberland County to thank and honor its members of the United State Armed Forces for their service and sacrifice during the Vietnam War. Cumberland County realizes that one of our most fundamental obligations is to show respect and dignity those who have worn the uniform of the United States Armed Forces and to honor the sacrifice by serving those who have served us.

*NOW THEREFORE BE IT RESOLVED, we, the Cumberland County Board of Commissioners do hereby proclaim March 29, 2025 as **Welcome Home Vietnam Veterans Day** in Cumberland County and encourage all residents to join in this special observance.*

Approved this 17th day of March 2025.

*Kirk J. deViere, Chairman
Cumberland County Board of Commissioners*



CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MARCH 17, 2025

TO: BOARD OF COUNTY COMMISSIONERS

FROM: ANDREA TEBBE, CLERK TO THE BOARD

DATE: 3/11/2025

**SUBJECT: APPROVAL OF A PROCLAMATION RECOGNIZING MARCH 29, 2025 AS
GOLD STAR FAMILY DAY IN CUMBERLAND COUNTY**

BACKGROUND

A request was received for a proclamation recognizing Gold Star Family Day in Cumberland County.

RECOMMENDATION / PROPOSED ACTION

Respectfully request approval of the proclamation.

ATTACHMENTS:

Description	Type
Gold Star Family Proclamation	Backup Material

Proclamation

WHEREAS, Since World War I, a Gold Star Family has signified a family that has lost one of its members in combat; and

WHEREAS, Cumberland County recognizes the price these families have paid to secure our nation's safety and freedoms; and

WHEREAS, all Americans owe a debt of gratitude to those who gave their lives in service to secure the blessing of liberty; and

WHEREAS, may we always honor the memories of those patriots who have served our Nation, defended our freedoms and made the ultimate sacrifice. We hold close to our hearts and the Gold Star mothers, fathers, wives, husbands, sisters, brothers, daughters and sons and other loved ones who grieve their loss and carry on their legacy; and

WHEREAS, today Cumberland County joins in expressing our gratitude: gratitude to our fallen heroes, gratitude for the sacrifices of the families left behind and gratitude to the brave souls who continue to serve in the Armed Forces.; and

NOW, THEREFORE, We, the Cumberland County Board of Commissioners, do hereby proclaim March 29, 2025 as Gold Star Family Day in Cumberland County and honor the Gold Star Families. Let us unite in memory of those we have lost in service to our nation.

Adopted this 17th day of March 2025.

*Kirk J. deViere, Chairman
Cumberland County Board of Commissioners*



CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MARCH 17, 2025

TO: BOARD OF COUNTY COMMISSIONERS

FROM: ANDREA TEBBE, CLERK TO THE BOARD

DATE: 3/11/2025

SUBJECT: APPROVAL OF A PROCLAMATION RECOGNIZING WORLD WATER DAY IN CUMBERLAND COUNTY

BACKGROUND

A request was received for a proclamation recognizing March 22, 2025 as World Water Day in Cumberland County.

RECOMMENDATION / PROPOSED ACTION

Respectfully request approval of the proclamation.

ATTACHMENTS:

Description

World Water Day

Type

Backup Material

Proclamation

WHEREAS, World Water Day is celebrated every year on March 22nd to increase public awareness of the importance of water; and

WHEREAS, World Water Day also raises awareness of the 2.2 billion people living without access to safe water; and

WHEREAS, a core focus of World Water Day is to support the achievement of water and sanitation for all by 2030; and

WHEREAS, World Water Day also encourages individuals, organizations and governments to take action on addressing global water changes; from water conservation and sanitation to climate resilience and ecosystem restoration; and

WHEREAS, Cumberland County is observing World Water Day on March 22nd with the theme “Water Makes the World Go Round” and

NOW THEREFORE, We, the Cumberland County Board of Commissioners, do hereby proclaim March 22, 2025 as World Water Day in Cumberland County and call upon all citizens to explore the significance of water conservation, and ways we can all contribute to conserving and managing this precious resource.

Adopted this 17th day of March 2025.

*Kirk J. deViere, Chairman
Cumberland County Board of Commissioners*



OFFICE OF THE COUNTY MANAGER

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MARCH 17, 2025

TO: BOARD OF COUNTY COMMISSIONERS

FROM: CLARENCE GRIER, COUNTY MANAGER

DATE: 3/7/2025

**SUBJECT: CONSIDERATION OF PROPOSED SCHEDULE FOR FISCAL YEAR 2026
BUDGET WORK SESSIONS AND PUBLIC HEARING**

BACKGROUND

Management anticipates submitting the FY26 Recommended Budget to the Commissioners on Thursday, May 22, 2025. Several work sessions may be needed for review of the recommended budget.

The following schedule is recommended for consideration with all meetings to be held in the Judge E. Maurice Braswell Courthouse, 117 Dick Street, Fayetteville, NC.

Thursday, May 22, 2025	7:00 PM	Budget Presentation	Room 118
Thursday, May 29, 2025	5:30 PM	Budget Work Session	Room 564
Thursday, June 5, 2025	7:00 PM	Budget Public Hearing / Optional Budget Work Session	Room 118
Tuesday, June 10, 2025	5:30 PM	Budget Work Session	Room 564
Thursday, June 12, 2025	5:30 PM	Budget Work Session	Room 564
Thursday, June 19, 2025	5:30 PM	Budget Work Session (if needed)	Room 564

RECOMMENDATION / PROPOSED ACTION

Adopt the schedule for FY26 budget work sessions and public hearing as recommended or modified.



ASSISTANT COUNTY MANAGER STRATEGIC MANAGEMENT/ GOVERNMENTAL AFFAIRS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MARCH 17, 2025

TO: BOARD OF COUNTY COMMISSIONERS

FROM: SALLY SHUTT, ASSISTANT COUNTY MANAGER

DATE: 3/14/2025

SUBJECT: APPROVAL OF ANIMAL SERVICES INTERGOVERNMENTAL SUPPORT AGREEMENT (IGSA) WITH FORT BRAGG

BACKGROUND

Since February 2016, Cumberland County and Fort Bragg have had an Intergovernmental Support Agreement (IGSA) for Animal Services Officers to respond to dispatches on the installation. Stray and surrendered animals from post are taken to the Animal Services shelter and Fort Bragg pays the County as outlined in the agreement.

The agreements have been for one year and renewable annually for up to four years. The second IGSA was approved in 2021. As we enter into the fourth year of this agreement, minor procedural modifications were made by Fort Bragg and Cumberland County staff. Rates are not changing. The revisions include removing services related to feral cats since this is not a service provided within the county by Animal Services; as well as clarifying the information flow for after-hours calls.

Garrison Commander Colonel Chad Mixon signed the agreement prior to the installation name change back to Fort Bragg, and post officials said the updated name change will be included in the 2026 agreement.

The updated IGSA with attachments was presented to the Board of Commissioners Policy Committee on March 6, 2025 and approved to the consent agenda for the regular meeting on March 17, 2025.

RECOMMENDATION / PROPOSED ACTION

Approve the Intergovernmental Support Agreement for Animal Services for the Chairman's signature.

ATTACHMENTS:

Description

Memo to Policy Committee
Memo from Garrison Commander Mixon
Signed Updated IGSA
IGSA Attachment 5
Garrison staffing sheet
FY25 IGSA with track changes

Type

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

Clarence G. Grier
County Manager

Brian Haney
Assistant County Manager

Faith B. Phillips
Assistant County Manager



CUMBERLAND
COUNTY
NORTH CAROLINA

Sally S. Shutt
Assistant County Manager

Heather Skeens
Assistant County Manager

Office of the County Manager

MEMORANDUM FOR THE AGENDA OF THE MARCH 6, 2025

POLICY COMMITTEE

TO: BOARD OF COUNTY COMMISSIONERS POLICY COMMITTEE
FROM: SALLY SHUTT, ASSISTANT COUNTY MANAGER
DATE: 3/6/2025
SUBJECT: ANIMAL SERVICES IGSA WITH FORT BRAGG

BACKGROUND

Since February 2016, Cumberland County and Fort Bragg have had an Intergovernmental Support Agreement (IGSA) for Animal Services Officers to respond to dispatches on the installation. Stray and surrendered animals from post are taken to the Animal Services shelter and Fort Bragg pays the County as outlined in the agreement.

The agreements have been for one year and renewable annually for up to four years. The second IGSA was approved in 2021. As we enter into the fourth year of this agreement, minor procedural modifications were made by Fort Bragg and Cumberland County staff. Rates are not changing. The revisions include removing services related to feral cats since this is not a service provided within the county by Animal Services; as well as clarifying the information flow for after-hours calls.

Garrison Commander Colonel Chad Mixon signed the agreement prior to the installation name change back to Fort Bragg, and post officials said the updated name change will be included in the 2026 agreement.

RECOMMENDATION/PROPOSED ACTION

Approve the Intergovernmental Support Agreement for Animal Services and place as an item of consent for the March 17, 2025, Board of Commissioners meeting.

ATTACHMENTS:

Description
Signed memo to Chairman deViere from Col. Mixon

Clarence G. Grier
County Manager

Brian Haney
Assistant County Manager

Faith B. Phillips
Assistant County Manager



CUMBERLAND
COUNTY

NORTH CAROLINA

Office of the County Manager

Sally S. Shutt
Assistant County Manager

Heather Skeens
Assistant County Manager

Signed Updated IGSA

Attachment 5 as referenced in IGSA

Garrison Staffing Sheet for IGSA

Previous IGSA with changes



DEPARTMENT OF THE ARMY
US ARMY INSTALLATION MANAGEMENT COMMAND
HEADQUARTERS, UNITED STATES ARMY GARRISON, FORT LIBERTY
2843 NORMANDY DRIVE
FORT LIBERTY, NC 28310-5000

AMIM-LIG-ZA (40-905d)

MEMORANDUM FOR Kirk deViere, Chairman, Board of Commissioners, for
Cumberland County, NC.

SUBJECT: Domestic Animal Control Services Intergovernmental Support
Agreement (IGSA) with Cumberland County

1. This memorandum is a written notice of intent to exercise the 4th option year of the Intergovernmental Support Agreement BRAG-IGSA-16 between Fort Liberty and Cumberland County. Cumberland County has been performing satisfactory service under this agreement in executing the domestic animal control services for Fort Liberty, NC.
2. The 4th option year shall be exercised for the final one (1) year term of performance beginning on 15 February 2025 with an expiration of 14 February 2026. Sufficient funds will be available to exercise the terms of this agreement.
3. Upon execution of this document, this agreement will have no additional option terms.
4. The Point of Contact for this action is Kathy Fernandez at Kathryn.m.fernandez.civ@army.mil or at phone number (910) 907-3214.

K. CHAD MIXON
COL, LG
Commanding

INTERGOVERNMENTAL SUPPORT AGREEMENT (IGSA)

BETWEEN THE

UNITED STATES

AND

CUMBERLAND COUNTY, NC

**FORT LIBERTY ANIMAL SERVICES
ORDER # BRAG-IGSA-16-Modification**

This is an Intergovernmental Support Agreement (hereafter referred to as the IGSA or Agreement) between the United States and Cumberland County, NC (hereafter CCAS is used for brevity throughout this model for Cumberland County Animal Services) is entered into pursuant to federal law codified at 10 USC 2679. The statute authorizes the Secretary of the Army to enter into an IGSA on a sole-source basis with a state or local government to receive installation support and services. The Secretary of the Army has delegated authority to IGSA-Manager (hereafter IGSA-M) to execute agreements on behalf of the United States.

The purpose of this IGSA is to outline the roles and responsibilities of the parties, identify the services to be furnished by CCAS, the prices to be paid by the United States, and the appropriate reimbursement and quality control procedures. The parties undertake this Agreement in order to provide services, supplies or construction to the United States, to achieve cost savings for the Department of the Army, and to provide additional revenues to local governments and their work forces.

RESPONSIBILITIES OF THE PARTIES:

CCAS shall perform the installation support services as stated in this IGSA. The term "installation support services" only includes services, supplies, resources, and support typically provided by a local government for its own needs and without regard to whether such services, supplies resources, and support are provided to its residents generally, except that the term does not include security guard or firefighting services.

This is a non-personal services agreement. Each party is responsible for all costs of its personnel including pay, benefits, support and travel. Each party is responsible for supervision or management of its personnel.

The tasks, duties and responsibilities set forth in this IGSA may not be interpreted or implemented in any manner that results CCAS personnel creating or modifying federal policy, obligating appropriated funds of the United States, or overseeing the work of federal employees. Under no circumstances, shall CCAS employees or contractors be

deemed federal employees. If CCAS shall provide services through a contract, the contract must be awarded through competitive procedures. (This requirement does not apply to collective bargaining agreements between CCAS and its employees.) Employees of the United States may not perform services for or on behalf of CCAS without the approval of the IGSA-M.

SUMMARY OF SERVICES AND PRICE:

In consideration for the services to be provided by CCAS, the United States agrees to pay CCAS in accordance with the following amounts:

Service	Quantity	Unit	Unit Price	Total
Administrative fee for Insurance Coverage at Cost	12	month	\$ 1,974.42	\$ 23,693
Non-productive Dispatch	30	EA	\$ 105	\$ 3,150
Productive Dispatch (per animal pick-up)	55	EA	\$ 639	\$ 35,145
Domestic stray or Surrendered Animals brought to CCAS	200	EA	\$ 534	\$ 106,800
Kennel fee per day past initial 12 days per animal in cruelty/neglect cases	40	EA	\$ 45	\$ 1,800

*Note: Totals are based on historical county estimates. Actual services performed will be submitted via monthly invoice utilizing unit prices above. Unit prices are based on FY24 actual operating costs with the addition of 8.5% to cover cost increases over the past year.

TERM OF AGREEMENT:

The term of this Agreement shall be for one year from the execution of the Agreement by the IGSA-M, and renewable for successive one-year periods for 4 additional years. The United States shall only be obligated for only one year of performance under the agreement, as it has no authority to obligate additional periods of performance without appropriation of adequate funds by the Congress. The United States shall only be obligated for an additional year of performance upon receipt of such funds, and only upon written notice by the IGSA-M of an intent to award the option for an additional year of performance. The IGSA-M shall provide notice of the renewal of the IGSA at least 10 days prior to the expiration of the current performance period. The IGSA-M may condition the renewal upon availability of funds and may suspend performance of the renewed period at no additional cost to the United States, until adequate funds have been received. If funds are not received, the parties agree that the Agreement can be unilaterally terminated by the IGSA-M without further liability to the United States.

PAYMENT:

The United States shall pay CCAS for services based upon satisfactory completion of services on a monthly basis. Payment shall be based for services provided as set forth in this Agreement. CCAS shall not include any state or local taxes in the prices it charges the United States unless approved by the IGSA-M in advance. CCAS shall electronically submit invoices or payment requests to the Government's Technical Representative (TR) and the IGSA-M. The IGSA-M will not authorize payment unless all billed services have been satisfactorily completed and may reduce the amount(s) billed for unsatisfactory or partial performance, or for other reasons specified in this Agreement subject to the Claims and Disputes provisions of this agreement.

Payment will be made by the IGSA-M through the General Fund Enterprise Business System (GFEBS). Rates may only be adjusted upon 90 days written notice to the TR and the IGSA-M. If the TR or representative disagree, the parties shall discuss the proposed rates, changes in the services, or other modifications to Agreement. Modifications to prices in the Agreement must be reduced to writing and approved and incorporated into the Agreement by the IGSA-M.

OPEN COMMUNICATIONS AND QUALITY CONTROL:

The parties shall identify and present any issues and concerns that could potentially impede successful performance of the IGSA in a timely and professional manner. CCAS shall maintain a quality control plan to ensure all work is completed within the specified timelines and quality standards specified in the Agreement. After its execution, an initial joint meeting of the Parties will be conducted to discuss the terms of the IGSA. The initial meeting shall also discuss orientation of CCAS and its employees to work areas on the installation as well a phase-in plan to permit the orderly transition of responsibilities for performance of the services by CCAS.

INSPECTION OF SERVICES:

CCAS will only tender services and goods in conformance with the IGSA. The Fort Liberty Garrison Commander shall appoint a TR who will be responsible for inspecting all services performed. CCAS will be notified of the identity of the TR and his alternate, and of any changes. If services are performed outside the installation, the TR shall be granted access to areas where services are performed. The TR shall have the right to inspect and test all services; inspections and tests to be conducted in a manner that will not unduly delay the performance of work.

If the TR determines that services do not conform to the requirements in Agreement, the TR can require CCAS to perform the services again, in whole or in part, at no additional cost to the government. Alternately, the TR can reduce the price to be paid for services to reflect the reduced value of the services to be performed. If the services cannot be corrected by re-performance, the TR can reduce the billed price to reflect the reduced value of the services to be performed. The TR may alternately, in his sole discretion,

waive price reductions or re-performance of services. Such waivers shall not constitute a waiver of requirements in the IGSA unless approved in writing by the IGSA-M.

If CCAS is unable to perform any of the services due to an occurrence beyond the reasonable control of the parties, such as Acts of God, unusually severe weather, or government activities on the installation which impede CCAS' s performance, CCAS shall promptly notify the TR.

In those rare instances in which CCAS fails to re-perform services or abandons performance, the United States may perform or contract for performance of the services and charge those costs to CCAS. Except in an emergency, the United States will not exercise this authority without providing prior notice to the POC designated by CCAS to allow for amicable resolution of issues between the parties. If services are deemed to be deficient and cannot be corrected to the satisfaction of the TR, the IGSA-M may terminate the IGSA immediately. Such termination shall not become effective without prior notice and consultation with CCAS POC identified in this agreement.

TERMINATION:

The IGSA may be terminated by mutual written agreement at any time. Except as otherwise specified in this agreement, either party can unilaterally terminate this IGSA upon 180 days written notice to the POCs designated in this Agreement.

The United States reserves the right to terminate this agreement for its convenience at any time. When notified by the IGSA-M of the termination, CCAS shall immediately stop all work. The government will pay CCAS a percentage of the agreed price reflecting the percentage of work performed to the notice. CCAS shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

SUSPENSION OF AGREEMENT:

The United States reserves the right to suspend performance of the agreement or access to the installation in event of emergencies, mobilizations, national security reasons, or for other reasons outside the control of the United States.

APPLICABLE LAW:

The IGSA is subject to the law and regulations of the United States. If any federal statute expressly prescribes policies or requirements that differ from the terms and conditions of this IGSA, the provisions of the statute shall govern.

CLAIMS AND DISPUTES:

The parties shall use their best efforts to resolve any disagreement or disputes they may have regarding this Agreement. To minimize disputes, the parties will meet periodically, preferably on a monthly basis, to discuss performance and any other issues they may have. The TR shall represent the Government in such meetings.

If the parties are unable to resolve an issue, the TR or CCAS may submit a claim arising out of the Agreement to the IGSA-M for a final decision. The written submission must specify the nature and basis for the relief requested and include all data that supports the claim and may designate a CCAS representative to discuss the claim and its resolution. The IGSA-M shall issue a final decision within 90 days of receipt of each claim. The parties agree to the above procedures in lieu of litigation in any forum.

If CCAS is dissatisfied with the IGSA-M's decision, it may appeal the matter to the installation commander and must specify the basis of its disagreement. The installation commander or his designee shall issue a final determination on the matter within 60 days of receipt of the appeal. The final determination shall be reduced to writing and provided to the POCs specified in this agreement. All final determinations that result in the payment of additional funds to CCAS must be coordinated with the IGSA-M.

As part of its appeal, CCAS may request Alternate Disputes Resolution (ADR) to resolve disputes; the Government may agree to use of ADR in its sole discretion. If ADR procedures are employed, the installation commander shall consider the findings and recommendations of the third-party mediator(s) in making his final determination.

NOTICES, POINTS OF CONTACT, ANNUAL REVIEWS, AND AMENDMENTS TO THE IGSA:

The POCs for issues pertaining to this IGSA are as follows:

For the United States, the TR or designated representative.

For CCAS: The Animal Services Director and Assistant CCAS Manager for Governmental Affairs

Unless otherwise specified, all notices under this Agreement shall be provided to the POCs specified above.

The POCs and a management official at least one level above the POCs as well as the IGSA-M shall meet quarterly to discuss operational items within the IGSA and annually to discuss the IGSA terms and consider any amendments to the Agreement.

Any party can propose amendments at any time. All amendments must be reduced to writing and incorporated by amendment to Agreement by the IGSA-M in order to be effective.

DUTY TO PROTECT GOVERNMENT PROPERTY ON THE INSTALLATION:

CCAS shall conduct a visit of the installation with the TR prior to performance to satisfy itself of the general and local conditions existing on the installation to include sites where services will be performed. CCAS shall prepare an accident-avoidance plan and plan to protect Government property on the installation. CCAS shall take measures to protect and not damage any property of the United States during performance of services. Should CCAS damage such property, CCAS may replace the item or restore it

to its prior condition at its own cost or reimburse the United States for such costs. If CCAS does not take measures to replace or restore, the United States reserves the right to deduct replacement or restoration costs from amounts billed by CCAS each month. The TR shall provide written notice of the Government's intent to offset costs against billings to allow the parties to resolve the matter amicably. Such resolution can include a schedule for payments to cover the loss or restoration of Government property over the term of the current period of performance.

CONTINUITY OF SERVICES:

CCAS recognizes that the services under this Agreement are vital to the United States and must be continued without interruption and performed even in event of a dispute between the parties. Should the United States terminate this Agreement for any reason, CCAS agrees to furnish phase-in training to any successor contractor and exercise its best efforts and cooperation to affect an orderly and efficient transition of services.

WAGES AND LABOR LAW PROVISIONS:

These provisions apply to CCAS and any contractor performing services under this IGSA on behalf of CCAS. CCAS shall be exempt from federal labor statutes, provided it pays its employees at wage grades or rates normally paid by CCAS and complies with all applicable CCAS labor laws and standards. In no event, however, shall any employee be paid at wage rate below the minimum wage established in the Fair Labor Standards Act. CCAS shall comply with all applicable federal, state, and local occupational safety and health requirements and standards. If CCAS has knowledge that any actual or potential labor dispute by its employees may delay or threaten to delay performance of the contract, CCAS shall immediately notify the TR and the IGSA-M. CCAS shall provide timely updates until the dispute is resolved.

NON-DISCRIMINATION AND SEXUAL ASSAULT/HARASSMENT:

This provision applies to CCAS and its contractors. CCAS agrees not to discriminate against any employee based upon race, color, religion, sex, national origin, or sexual orientation, or to allow any employee to engage in discriminatory practices or conduct while performing work under this IGSA. CCAS shall not permit employees which engage in sexual assault, sexual harassment or trafficking to perform services under this IGSA. CCAS shall not engage in age discrimination and shall comply with the Americans with Disabilities Act with respect to the hiring and accommodation of employees performing services under this IGSA.

TRANSFERABILITY:

This Agreement is not transferable except with the written authorization of the IGSA-M.

ACTIONS OF DESIGNEES:

Any act described in the IGSA to be performed by an individual or official can be performed of the designee of such individual or official, with the exception of the IGSA-M

AGREEMENT PARTS: The following are included in and attached to this agreement and incorporated herein:

1. Attachment 1- Performance Work Statement
2. Attachment 2- General Provisions
3. Attachment 3- Contract Requirements/Security Review Coversheet

Signatures and dates of signatures of the parties:

FOR THE UNITED STATES:

FOR CUMBERLAND COUNTY:

K. Chad Mixon
Colonel, U.S. Army
Garrison Commander

Kirk deViere,
Chairman, Cumberland County
Board of Commissioners

Date

Date

ATTACHMENT 1: PERFORMANCE WORK STATEMENT (PWS)

1. SCOPE

CCAS will provide animal control services on the Fort Liberty to protect the health, safety, and harmonious coexistence of personnel, their family members, and their animals on this installation. CCAS will ensure that stray domestic animals are controlled on the installation to prevent damage to government property and affect mission accomplishment.

1.1 Basic Services.

1.1.1. Fort Liberty Veterinary Center (VETCEN) or a customer (defined as a person who works or lives on Fort Liberty) shall call in a “request for animal control services” through Fort Liberty 911. CCAS then proceeds to the specified area on Fort Liberty, or the portion of training areas located within the boundaries of Cumberland County, NC which includes all housing areas except Linden Oaks, which is in Harnett County.

1.1.2. CCAS shall transport live captured domestic and stray (non-feral) animals to CCAS, or any other premises operated by another entity with which CCAS contracts for such purposes. CCAS personnel who are directly involved in capturing, and impounding domestic animals will notify VETCEN via telephone during regular hours and via email after hours.

1.1.3. CCAS shall provide animal service coverage 24 hours per day, 7 days a week to include weekends and holidays. A “request for animal control service” that is received outside CCAS business hours will be sent to the on-call Animal Services Officer (hereafter ASO) if it constitutes an emergency (seen below Sec 6). Non-emergency calls received outside business hours should be directed to call back during business hours for ASO response. Fort Liberty 911 or Provost Marshall Office (PMO) should communicate, when possible, with the ASOs. If calls are cancelled prior to the ASO entering a Fort Liberty Access Control Point, the Government will not be charged for the call.

1.1.4. CCAS ASOs will be provided with Automated Installation Entry (AIE) cards to enable gate access. Any required documentation needed to provide AIE cards will be supplied by CCAS to Fort Liberty upon request. Issue of AIE cards is subject to approval and background check.

2. STRAY ANIMALS

2.1. During a request for service, CCAS shall impound, in a humane manner, all stray domestic animals at CCAS for 72 hours and attempt to notify the owner if the pet is wearing a registration tag or has a microchip. CCAS will notify VETCEN of all captured animals. See attached workflow from CCAS [Attachment 5](#). CCAS may deem the animal

eligible for adoption if an owner is not identified, or the animal remains unclaimed after the 72-hour holding period.

2.2. Feral cats (defined as domestic cats that have no legal owner and are unable to be approached or handled by people) will not be the responsibility of CCAS.

2.3. Animal Documentation and Proper Care:

2.3.1. CCAS upon receiving any domestic or stray animal for impoundment from a person who works or lives on Fort Liberty shall record the description, breed, color, sex, microchip of the animal, date and time of impoundment, as well as the location where animal was found on a report per this IGSA. CCAS will vaccinate all dogs for distemper, hepatitis, parainfluenza, parvovirus, and Bordetella on intake to the shelter. CCAS will vaccinate all cats for rhinotracheitis, calicivirus, and panleukopenia on intake to their shelter. The IGSA TR will provide a copy of the monthly invoices to the VETCEN for their annual report of all Fort Liberty animal status to ensure the proper animal care is being addressed at the leadership and Garrison level on Fort Liberty.

2.3.2. If a Soldier or Family member assigned to Fort Liberty brings a stray animal found on Fort Liberty to CCAS, CCAS shall document the location on post where the individual states the animal was found, description, breed, color, sex, microchip, date of impoundment, and the name and address of the individual bringing the stray to CCAS. CCAS will vaccinate all dogs for distemper, hepatitis, parainfluenza, parvovirus, and Bordetella on intake to the shelter. CCAS will vaccinate all cats for rhinotracheitis, calicivirus, and panleukopenia on intake to their shelter. CCAS shall provide these details in call logs submitted to the Fort Liberty IGSA TR with monthly invoices. The IGSA TR will provide a copy of the monthly invoices to the VETCEN.

2.3.3. If the domestic animal is microchipped or if the owner is known, CCAS shall enter the name and address of the owner or the microchip number on the impoundment records. If the animal is microchipped and the owner is unknown, CCAS shall telephone the appropriate microchip company (<http://www.petmicrochiplookup.org/> or see attachment). If the owner is identified, CCAS will contact the owner. If the owner (resident on Fort Liberty) cannot be reached, CCAS will notify the Fort Liberty VETCEN at (910) 988-8002. CCAS will provide the name and address and description of animals reclaimed by owner each month as part of their monthly invoice submission. Attempts to contact the owner will be recorded on the impoundment record and a copy provided to the Fort Liberty VETCEN upon request (See XVIII Airborne Corps and Fort Liberty Regulation 40-5, para. 14. 8-2 (b)). Vaccines as listed in 2.3.1 and 2.3.2 are administered upon intake and CCAS will ensure that all animals returned to owners living on Fort Liberty property have a current rabies vaccine. Unless the animal is reclaimed within 72 hours after entering the shelter (Sundays and federal and CCAS observed holidays excluded), the animal may be adopted or humanely disposed of by CCAS.

2.3.4. CCAS will vaccinate all dogs for distemper, hepatitis, parainfluenza, parvovirus, and Bordetella on intake to the shelter. CCAS will vaccinate all cats for rhinotracheitis, calicivirus, and panleukopenia on intake to their shelter.

2.4. Animal Emergency Care:

2.4.1. Any animal which comes into the possession of CCAS from Fort Liberty which is seriously injured, sick or exhibiting symptoms of contagious disease may be humanely euthanized by the CCAS personnel without waiting for the 72-hour hold period. As stated Prior to the animal being euthanized, and once the animal has displaying signs of sickness, disease, or injury animal, CCAS shall attempt to contact the animal's owner (resident of Fort Liberty) if known, to determine the disposition of such animal. If the owner (resident of Fort Liberty) indicates that the animal will be reclaimed but fails to reclaim the animal within 24 hours of such notification, or if the owner of such animal is not known, the sick or injured animal may be euthanized by CCAS. CCAS shall keep a record of such animal, to include breed and sex of the animal, when the animal came into their possession, the type of injury, disease or sickness of such animal, the date the animal was euthanized, and any other information relevant to the health, condition, and description of such animal. CCAS can provide medical history upon request. IGSA TR will provide a copy of the invoice to the VETCEN for their records to ensure the proper animal care is being addressed at the leadership and Garrison level on Fort Liberty.

2.4.2. When an ASO observes a domestic animal on Fort Liberty property displaying any signs of injury, illness, or trauma that needs immediate medical attention, they must immediately notify the VETCEN. The animal will be transported by ASO to VETCEN for care if during a duty day (Monday through Friday 0800 to 1630).

2.4.3. Outside of duty hours, ASO will contact the VETCEN via email at dha.liberty.womack-amc.mbx.vet-clinic-pet-registration@health.mil. VETCEN staff will instruct ASO to transport the animal to VETCEN in the event that an animal needs to be stabilized, if the animal is stable, it may be transported to CCAS. Should VETCEN be unable to identify the owner of an injured animal they are providing care for, or the animal is unable to be stabilized, the animal may be euthanized to prevent suffering.

2.5. Dangerous Animals:

2.5.1. Any animal determined to be dangerous by VETCEN is prohibited from being housed at Fort Liberty. See Fort Liberty Regulation 40-5 Section 3-6

2.5.2. The ASO will contact the Fort Liberty PMO for assistance if an animal is believed to be posing an imminent risk of serious physical injury or death to any person. In responding to a domestic animal call where there is an imminent risk, CCAS is authorized the use tranquilizers or other safe drugs to immobilize the animal. The animal must be taken to the VETCEN for examination and held for until investigation is complete. See Fort Liberty Regulation 40-5 Section 10-2

3. QUARANTINE PROCEDURES / ANIMALS INVOLVED IN BITES

3.1. All animal bites to humans are investigated by Fort Liberty Provost Marshall Office (PMO) IAW the XVIII Airborne Corps and Fort Liberty Regulation 40-5. Stray animals whose owner cannot be identified by VETCEN or PMO will be taken by an ASO to CCAS and are counted as a productive dispatch.

3.2. Quarantine exams are performed at the VETCEN for bite/scratch cases that occur on Fort Liberty. For bites/scratch cases that occur off post in Cumberland County for which a bite report is generated are subject to CCAS regulations and not a part of this IGSA.

3.3. Owned animals, in the custody of their owner, involved in a bite or scratch to a human must be presented to the VETCEN by the owner within one (1) business day following the incident to receive an initial quarantine examination. The pet owner will sign a DD Form 2623. It is the Installation veterinarian's discretion to authorize a 10-day home quarantine or quarantine at a local private veterinary hospital at the owner's expense. CCAS will not accept owned animals for quarantine at CCAS (See XVIII Airborne Corps and Fort Liberty Regulation 40-5, para. 20. 10-1 (c)).

3.4. Owned animals following the quarantine examination will be confined to their own home and yard. Animals under quarantine should have no contact with outside animals. These pets will not be taken to dog parks, boarding facilities, groomers, or other places where they can contact outside animals. At the end of the 10-day quarantine, the animal must be presented to the VETCEN for a follow-up examination and will be released to the owner depending on the results of the examination.

3.5. Stray animals found on Fort Liberty involved in bite/scratch cases are submitted for either rabies testing (immediate euthanasia) at the VETCEN or quarantined for 10 days at CCAS. For bites that occur on Fort Liberty involving strays, the VETCEN will examine the animal, test it for illness, and contact CCAS to arrange a quarantine for 10 days. Post quarantine CCAS will make a determination regarding the outcome of the stray in a humane manner.

4. SURRENDER OF PETS BY OWNERS.

4.1. CCAS may accept the surrender of pets by their owners (residents on Fort Liberty) subject to the availability of space in CCAS. Only owners residing in Fort Liberty family housing are eligible to surrender pets under this IGSA. CCAS will verify the owners' residency based on presentation of a signed Memorandum for Record (MFR) from VETCEN before accepting any animals. Surrendered animals by owners shall be disposed of in a humane manner and as required by law. This may include adoption, transfer to an approved animal rescue agency, return to the owner, or euthanasia at no additional cost to United States.

5. ABANDONED ANIMALS, ANIMALS INVOLVED IN NEGLECT OR CRUELTY, ANIMALS FOUND DEAD.

5.1. Animal cruelty investigations are the primary responsibility of the PMO. When animal abuse is suspected, the investigating officer will bring the animal to the VETCEN for evaluation and stabilization if necessary. VETCEN will provide medical opinion and medical record to the investigating officer on the case. The PMO is the deciding factor for pursuing animal cruelty investigations and release the animal(s) involved. CCAS will be responsible for alerting the PMO in the instance that animal cruelty is suspected, CCAS will also be responsible for transportation of the animal to VETCEN.

5.2. Neglected and cruelty case animals may be housed by CCAS for more than 12 calendar days on request of VETCEN at the daily expense of the United States until released by VETCEN, either to the legal owner or to CCAS. Any animal that is part of a neglect or cruelty case on Fort Liberty will be held by CCAS for a maximum of 12 days before the PMO investigator or VETCEN will be notified that the animal is being placed for adoption or otherwise disposed of in a manner allowed by NCGS 19A-32.1. This may include adoption, transfer to an approved animal rescue agency, return to the owner, return to VETCEN, or euthanasia.

5.3. If an animal is found dead on Fort Liberty, the PMO will contact the VETCEN to conduct an examination to determine if the animal has a microchip or tag. In the instance one is located, VETCEN will attempt to notify the owner. DPW Pest Management may assist in the delivery of the domestic animal to VETCEN for the examination. If the examination determines the cause of death was due to animal abuse or neglect, the PMO will initiate an investigation to determine UCMJ actions. Animal remains will be disposed of at the Fort Liberty VETCEN crematory.

6. EMERGENCY VERSUS NON-EMERGENCY CALLS

6.1. During business hours (Monday through Friday 0800 to 1630), all calls will be responded to according to priority. Outside of business hours, only Emergency Calls will be responded to by the On-Call ASO.

Emergency Calls (will go to On-Call ASO at any time)

- (1) Person actively in danger from an animal
- (2) Unsecured aggressive animal assist Law Enforcement, Fire, EMS
- (3) Stray Animal that has bitten a human
- (4) Stray Animal that has attacked other pets

Severely Injured or Sick Stray Animal

Transport animals involved in Extreme or Gross Cruelty/Neglect to designated veterinary hospital.

Non-Emergency Calls (hold until next business day for CCAS)

- (1) Stray animal that is safely confined
- (2) Animal Abandonments
- (3) Stray roaming animal
- (4) Owner surrender (if owner unable to transport to shelter)

7.0 WILDLIFE AND FERAL ANIMALS

7.1. Fort Liberty DPW Environmental Wildlife Section responsibilities are detailed in Attachment 4 (Nuisance Wildlife Memo). Migratory birds are protected by the Migratory Birds Treaty Act and the Fort Liberty Endangered Species or Wildlife branch may be consulted about them. Calls dealing with bats should consult with DPW Endangered Species Branch. CCAS will not be responsible for removing and/or disposing of dead animals found on Fort Liberty. The responsibility for the disposal of dead animals is detailed in Attachment 4.

7.2. The VETCEN examination will determine if the cat is too wild for adoption. If the feral cat is deemed too wild for adoption, VETCEN will humanely euthanize the animal. If the feral cat displays a calm or playful demeanor, VETCEN will vaccinate the cat, and CCAS will transport the cat to CCAS for adoption.

ATTACHMENT 2: GENERAL PROVISIONS

COUNTY FURNISHED PROPERTY

CCAS shall furnish all facilities, vehicles, equipment, tools, fuels, materials, dog and cat food and supplies necessary to accomplish all services required by this PWS. CCAS shall provide and maintain its own telephones lines necessary to maintain contact with Fort Liberty 911 center.

ABBREVIATIONS AND DEFINITIONS

ASO- Animal Services Officer working or assigned to Cumberland County Animal Services. Licensed animal handler working for the county.

ADOPTION- The transfer of a stray or surrendered animal by the animal shelter to a new owner. To take an animal that has been left in a place such as a rescue center and keep it as your pet.

CCAS – Cumberland County Animal Services.

DPW – Fort Liberty Directorate of Public Works

FERAL- Existing in a wild state.

IGSA – Intergovernmental Support Agreements (IGSAs), 10 USC 2679, were established through the National Defense Authorization Act (NDAA) Fiscal Year 2013 as formal public-public partnerships agreements between Army installations and their State or local governments for the provision, receipt, or sharing of installation support services.

IGSA-M – U.S. Army Representative reasonable for the IGSA such as payments, modifications and regulatory requirements.

MFR – Memorandum for Record

NON-PRODUCTIVE DISPATCH– when a dispatch to Fort Liberty does not result in CCAS transporting an animal to the County shelter.

PMO – Provost Marshal Office – PMOs have the authority to issue citations for all animal neglect, abuse and animal control actions.

PRODUCTIVE DISPATCH – when a dispatch to Fort Liberty results in CCAS an animal to the County shelter.

STRAY ANIMAL - A privately owned dog or cat caught wandering about without an owner or without restriction. A domesticated pet that no longer has a home or cannot find its home.

TR- Technical Representative for the ISGA

VETCEN – Fort Liberty Veterinarian Center

INSTALLATION SECURITY AND ACCESS REQUIREMENTS

CCAS shall not permit employees who are not citizens or lawful immigrants to perform services under this IGSA. Employees who have been convicted of felonies, sex crimes, drug offenses or violent crimes, shall not perform services under this IGSA without the specific approval of the TR. CCAS shall not permit any employee to perform work on this IGSA if such person is identified by the TR as a potential threat to the health, safety, security, general well-being or operational mission of the United States. The TR may deny the continued entry of any employee upon receipt of information that indicates that the individual's continued entry to the installation is not in the best interests of national security. All CCAS vehicles will be identifiable to include CCAS name on the side of the vehicle.

FEDERAL HOLIDAYS

CCAS may be required to perform services on recognized federal holidays. However, that requirement is subject to mission execution requirements. The recognized federal holidays include:

New Year's Day
Labor Day
Martin Luther King Jr.'s Birthday
Juneteenth
Columbus Day
Washington's Day
Veterans' Day
Memorial Day
Thanksgiving Day
Independence Day
Christmas Day

INSURANCE

CCAS is self-insured. It is authorized in lieu of general liability insurance or comprehensive vehicular insurance.

LIABILITY

Liability for loss or damage and for injury or death of persons caused by United States personnel will be determined in accordance with applicable Federal law. Liability for loss or damage and for injury or death caused by CCAS personnel will be determined in accordance with North Carolina law.

DUTY TO COOPERATE IN ACCIDENTS AND DAMAGE

CCAS shall fully cooperate with the United States in investigations involving accidents or damage to property or persons on property under federal control. CCAS shall timely furnish to the TR reports of investigations it completes regarding such incidents.

MEDICAL CARE IN EMERGENCIES

In the event emergency treatment is required for CCAS personnel injured in the performance of this IGSA, the Government will make available emergency medical treatment at Womack Army Medical Center. CCAS shall reimburse the Government for the cost of emergency medical treatment provided to its employees upon receipt of an invoice from the medical facility.

DRUG FREE WORKPLACE ON MILITARY INSTALLATIONS AND FACILITIES

All property under the control of the Department of the Army are drug free areas. Notwithstanding any contrary State or Local law, CCAS shall notify all individuals performing services on the installation that no controlled substances as specified in the Controlled Substances Act and 21 Code of Federal Regulations shall be sold, distributed, used or consumed on the installation. The TR may direct CCAS to bar individuals who violate these laws and policies. Such individuals additionally may be barred from access to the installation by the installation commander.

CCAS EMPLOYEE REQUIREMENTS

All CCAS and contractor employees shall comply with all installation security, health and safety conditions. Employees who interface with government personnel shall be able to speak and understand English. All employees shall wear identification badges or distinctive clothing which clearly identifies that they are CCAS employees. At the conclusion of the IGSA or whenever an employee no longer performs IGSA services, CCAS will provide the TR all identification or other credentials furnished by the government.

REGULATIONS INCORPORATED INTO THIS IGSA

Headquarters XVIII Airborne Corps and Fort Liberty, NC Regulation 40-5, Veterinary Services: Animal Control and Veterinary Services for Privately Owned Animals, 6 August 2024.

ATTACHMENT 3

CONTRACT REQUIREMENTS PACKAGE/SECURITY REVIEW COVER SHEET

CONTRACT REQUIREMENTS PACKAGE ANTITERRORISM/OPERATIONS SECURITY REVIEW COVER SHEET								
Requirements Package Title ___Fort Liberty Animal Services Intergovernmental Support Agreement								
Date <u>20 November 2015</u>								
Section I.								
<p><u>Purpose of cover sheet:</u> To document the review of the requirements package, statement of work (SOW), quality assurance surveillance plan and any applicable source selection evaluation criteria for antiterrorism (AT) and other related protection matters to include, but not limited to: AT, operations security (OPSEC), information assurance (IA)/cyber security, physical security, law enforcement, intelligence, foreign disclosure.</p> <p><u>Army policy requirement:</u> A signed AT/OPSEC cover sheet is required to be included in all requirements packages except for supply contracts under the simplified acquisition level threshold, field ordering officer actions and Government purchase card purchases. Command policy may require this form for supply contracts under the simplified acquisition level threshold.</p> <p><u>Mandatory review and signatures:</u> The requiring activity antiterrorism officer (ATO) must review each requirements package prior to submission to the supporting contracting activity to include coordination with other staff elements for review as appropriate per section II below. If the requiring activity does not have an ATO, the first ATO in the chain of command will review the contract for considerations. An OPSEC officer and Information Officer review is also mandatory.</p>								
Section II. Standard Contract Language Provision/Contract Clause Text Applicability and/or Additional SOW Language. If standard contract or clause language found on page 2 (Section IV) of this form is sufficient to meet specific contract request requirements, check "yes" in block below and include this language in the SOW. If standard contract text (provisions or clauses) or clause language does not apply, check "no." If the standard SOW language applies, but is not in of itself sufficient, check "yes" and "SOW" and include both the standard language and additional contract specific language in the SOW. If standard contract text or clause language is not desired, but there is related contract specific language in the SOW, check "no" and "SOW." If yes is marked for items 1, 3, 4, 7, 8, 12 or 13, training is required. <u>Mandatory training must be measured as a deliverable and evaluated in the QASP.</u>								
1. AT level 1 training (general)						___YES	___NO	___SOW
2. Access and general protection policy and procedures						___YES	___NO	___SOW
2a. For contractor requiring Common Access Card (CAC)						___YES	___NO	___SOW
2b. For contractor not eligible for CAC but requires access to DoD facility or installation.						___YES	___NO	___SOW
3. AT awareness training for US based contractor personnel traveling overseas.						___YES	___NO	___SOW

4. iWATCH training	___ YES	___ NO	___ SOW
5. Army Training Certification Tracking System (ATCTS) registration for contractor employees who require access to government information systems.	___ YES	___ NO	___ SOW
6. For contracts that require a formal OPSEC program.	___ YES	___ NO	___ SOW
7. Requirement for OPSEC training	___ YES	___ NO	___ SOW
8. Information assurance/information technology training	___ YES	___ NO	___ SOW
9. Information assurance/information technology certification	___ YES	___ NO	___ SOW
10. Contractor Authorized to Accompany the Force clause	___ YES	___ NO	___ SOW
11. Contract requiring performance or delivery in a foreign country	___ YES	___ NO	___ SOW
12. Handling/Access to Classified Information	___ YES	___ NO	___ SOW
13. Threat Awareness Reporting Program	___ YES	___ NO	___ SOW
14. Delivery of Food and Water	___ YES	___ NO	___ SOW

Section III. Remarks:

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Antiterrorism Review Signature: I am an ATO (Level II Certified) and have reviewed the requirements package and understand my responsibilities in accordance with Army Regulation 525-13, *Antiterrorism*.

Reviewer _____ Typed or printed name, rank/civ grade _____ Signature	Date _____ Phone Number _____
---	----------------------------------

Operations Security Review Signature: I am OPSEC level II certified and have reviewed the requirements package, and IAW Army Regulation 530-1, *Operations Security*.

Reviewer _____ Typed or printed name, rank/civ grade	Date _____ Phone Number _____
---	----------------------------------

Signature	
Information Assurance Review Signature: I am IAM and IAT level III certified and have reviewed the requirements package and IAW DOD 8570.01-M and DOD 8580-1 para 4.	
Reviewer _____ Typed or printed name, rank/civ grade	Date _____ Phone Number _____

Signature	
Section IV. Standard Contract Language/Contract Clause Applicability and/or Additional SOW Language.	
<p>1. AT Level I training. <i>This standard language is for contractor employees with an area of performance within an Army controlled installation, facility or area.</i> All contractor employees, to include subcontractor employees, requiring access Army installations, facilities and controlled access areas shall complete AT Level I awareness training within 30 calendar days after contract start date or effective date of incorporation of this requirement into the contract, whichever is applicable and annually thereafter. The contractor shall submit certificates of completion for each affected contractor employee and subcontractor employee, to the COR or to the contracting officer, if a COR is not assigned, within 05 calendar days after completion of training by all employees and subcontractor personnel. AT level I awareness training is available at the following website: http://jko.jten.mil</p>	
<p>2. Access and general protection/security policy and procedures. <i>This standard language is for contractor employees with an area of performance within Army controlled installation, facility, or area.</i> Contractor and all associated sub-contractors' employees shall provide all information required for background checks to meet installation access requirements to be accomplished by installation Provost Marshal Office, Director of Emergency Services or Security Office. Contractor workforce must comply with all personal identity verification requirements (FAR clause 52.204-9, Personal Identity Verification of Contractor Personnel) as directed by DOD, HQDA and/or local policy. In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition (FPCON) at any individual facility or installation change, the Government may require changes in contractor security matters or processes.</p>	
<p>2a. For contractors requiring Common Access Card (CAC). Before CAC issuance, the contractor employee requires, at a minimum, a favorably adjudicated National Agency Check with Inquiries (NACI) or an equivalent or higher investigation in accordance with Army Directive 2014-05. The contractor employee will be issued a CAC only if duties involve one of the following: (1) Both physical access to a DoD facility and access, via logon, to DoD networks on-site or remotely; (2) Remote access, via logon, to a DoD network using DoD-approved remote access procedures; or (3) Physical access to multiple DoD facilities or multiple non-DoD federally controlled facilities on behalf of the DoD on a recurring basis for a period of 6 months or more. At the discretion of the sponsoring activity, an initial CAC may be issued based on a favorable review of the FBI fingerprint check and a successfully scheduled NACI at the Office of Personnel Management.</p>	
<p>2b. For contractors that do not require CAC but require access to a DoD facility or installation. Contractor and all associated sub-contractors employees shall comply with adjudication standards and procedures using the National Crime Information Center Interstate Identification Index (NCIC-III) and Terrorist Screening Database (TSDB) (Army Directive 2014-05/AR 190-13), applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by government</p>	

representative), or, at OCONUS locations, in accordance with status of forces agreements and other theater regulations.

3. AT Awareness Training for Contractor Personnel Traveling Overseas. This standard language required US based contractor employees and associated sub-contractor employees to make available and to receive government provided area of responsibility (AOR) specific AT awareness training as directed by AR 525-13. Specific AOR training content is directed by the combatant commander with the unit ATO being the local point of contact.

4. iWATCH Training. *This standard language is for contractor employees with an area of performance within an Army controlled installation, facility or area.* The contractor and all associated sub-contractors shall brief all employees on the local iWATCH program (training standards provided by the requiring activity ATO). This locally developed training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the COR. This training shall be completed within 30 calendar days of contract award and within 05 calendar days of new employees commencing performance with the results reported to the COR NLT 30 calendar days after contract award.

5. Army Training Certification Tracking System (ATCTS) registration for contractor employees who require access to government information systems. All contractor employees with access to a government information system must be registered in the ATCTS (Army Training Certification Tracking System) at commencement of services and must successfully complete the DOD Information Assurance Awareness prior to access to the IS and then annually thereafter.

6. For contracts that require a formal OPSEC program. The contractor shall develop an OPSEC Standing Operating Procedure (SOP)/Plan within 90 calendar days of contract award, to be reviewed and approved by the responsible Government OPSEC officer. This plan will include a process to identify critical information, where it is located, who is responsible for it, how to protect it and why it needs to be protected. The contractor shall implement OPSEC measures as ordered by the commander. In addition, the contractor shall have an identified certified Level II OPSEC coordinator per AR 530-1.

7. For contracts that require OPSEC Training. Per AR 530-1 *Operations Security*, the contractor employees must complete Level I OPSEC Awareness training. New employees must be trained within 30 calendar days of their reporting for duty and annually thereafter. AT level I awareness training is available at the following website: <http://cdsetrain.dtic.mil/opsec/index.htm>

8. For Cyber Awareness (Information assurance (IA)/information technology (IT)) training. All contractor employees and associated sub-contractor employees must complete the DoD Cyber awareness training before issuance of network access and annually thereafter. All contractor employees working in IA/IT functions must comply with DoD and Army training requirements in DoDD 8570.01, DoD 8570.01-M and AR 25-2 within six months of appointment to IA/IT functions. AT level I awareness training is available at the following website: <https://ia.signal.army.mil/DoDIAA/>

9. For Cyber (Information assurance (IA)/information technology (IT)) certification. Per DoD 8570.01-M, DFARS 252.239.7001 and AR 25-2, the contractor employees supporting Cyber (IA/IT) functions shall be appropriately certified upon contract award. The baseline certification as stipulated in DoD 8570.01-M must be completed upon contract award.

10. For contractors authorized to accompany the force. DFARS Clause 252.225-7040, *Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States*. The clause shall be used in solicitations and contracts that authorize contractor personnel to accompany US Armed Forces deployed outside the US in contingency operations; humanitarian or peacekeeping operations; or other military operations or exercises, when designated by the combatant commander. The clause discusses the following

AT/OPSEC related topics: required compliance with laws and regulations, pre-deployment requirements, required training (per combatant command guidance), and personnel data required.

11. For Contract Requiring Performance or Delivery in a Foreign Country, DFARS Clause 252.225-7043, *Antiterrorism/Force Protection for Defense Contractors Outside the US*. The clause shall be used in solicitations and contracts that require performance or delivery in a foreign country. This clause applies to both contingency and non-contingency support. The key AT requirement is for non-local national contractor personnel to comply with theater clearance requirements and allows the combatant commander to exercise oversight to ensure the contractor's compliance with combatant commander and subordinate task force commander policies and directives.

12. For contracts that require handling or access to classified information. Contractor shall comply with FAR 52.204-2, Security Requirements. This clause involves access to information classified "Confidential," "Secret," or "Top Secret" and requires contractors to comply with— (1) The Security Agreement (DD Form 441), including the National Industrial Security Program Operating Manual (DoD 5220.22-M); (2) any revisions to DOD 5220.22-M, notice of which has been furnished to the contractor.

13. Threat Awareness Reporting Program. For all contractors with security clearances. Per AR 381-12 Threat Awareness and Reporting Program (TARP), contractor employees must receive annual TARP training by a CI agent or other trainer as specified in 2-4b of AR 381-12.

14. For contracts that require delivery of food and water. This standard language is for contractor employees with an area of performance delivering food and water within an Army-controlled installation, facility or area. The supplies delivered under this contract shall be transported in delivery conveyances maintained to prevent tampering with and / or adulteration or contamination of the supplies, and if applicable, equipped to maintain a prescribed temperature. All delivery vehicles will also be subject to inspection at all times and all places by the Contracting Officers Representative, Post Veterinarian, and / or Law enforcement Officials. When the sanitary conditions of the delivery conveyance have led, or may lead to product contamination, adulteration, constitute a health hazard, the delivery conveyance is not equipped to maintain prescribed temperatures or the transport results in product "unfit for intended purpose", supplies tendered for acceptance may be rejected without further inspection. As the holder of a contact with the Department of Defense, it is incumbent upon the awardee to ensure that all products and/or packaging have not been tampered or contaminated. Delivery conveyances will be locked or sealed at all times, except when actively loading or unloading. Unsecured vehicles will not be left unattended. All incoming truck drivers will provide adequate identification upon request. In the event of an identified threat to an installation, or a heightened force protection/Homeland Security threat Level, the contractor may be required to adjust delivery routes to minimize vulnerability risks and enable direct delivery to DOD facilities.

ATTACHMENT 4
NUISANCE WILDLIFE MEMO



DEPARTMENT OF THE ARMY
US ARMY INSTALLATION MANAGEMENT COMMAND
HEADQUARTERS, UNITED STATES ARMY GARRISON, FORT LIBERTY
2175 ROCK MERRITT AVENUE
FORT LIBERTY, NC 28310-5000

AMIM-LIP-EW (500)

27 Sep 2023

MEMORANDUM FOR All Soldiers, Civilians, Families, and Visitors on Fort Liberty

SUBJECT: Policy Letter #41: Nuisance Wildlife and Animals

1. References.

a. ASA (IE&E), SAIE (Army Policy- Domestic Animals on Army Installations) August 2018.

b. XVIII Airborne Corps and Fort Liberty Regulation 40-5: Veterinary Services: Animal Control and Veterinary Services for Privately Owned Animals

2. Applicability. This policy applies throughout Fort Liberty, with the exception of Privatized Housing Areas.

3. Purpose. To establish installation policy for the handling of nuisance wildlife and animals.

4. Policy. Domestic animals are pets or livestock. Wildlife is considered to be a nuisance when animals pose a threat to people or are damaging property.

5. Points of contact (POC) for reporting nuisance animals are as follows:

a. Stray or unrestricted domestic animals (e.g., cats/dogs): Individuals should call the E 911 . The 911 dispatch center will contact Cumberland County Animal Services Center or Harnett County Animal Services, who will capture and transport animals.

b. All structural pests in buildings: Individuals shall submit a Work Order at <https://ww.armymaintenance.com/arma> or (910) 396-0321. Response to the work order will be through DPW Pest Management in accordance with the Integrated Pest Management Plan.

c. All other wildlife (e.g., fox, coyote, bats, white-tailed deer, raptors, songbirds etc.): Due to the proximity of developed areas to forested areas on Fort Liberty, there is a good chance people may encounter what appear to be abandoned or injured wildlife. These animals should not be disturbed. In most cases, the parent returns to care for their young and only in rare cases are they actually abandoned. Individuals should report injured wildlife to the Wildlife Branch, (910) 396-7506. Response will be by government staff or support personnel.

ASO CALLS ON FT. LIBERTY

Currently, Cumberland County has a signed agreement to provide certain services to residents of Fort Liberty. All calls to Ft. Liberty MUST come from Ft. Liberty 911 dispatch, not the complainant. This is to ensure that the Department of Defense is billed appropriately for our services. Services to Ft Liberty are for stray animals that may be loose or confined, with the exception being that **all citations, bite reports, criminal charges, or investigations, including animal cruelty cases, and wildlife are handled by the Military Police on Liberty or other DoD personnel.** Any MPs present on a call will be noted by name on reports in Chameleon.

When an animal is impounded on post, the ASO will scan the animal for a microchip and notify the VETCEN (Veterinary Treatment Facility) by phone at **910-988-8002** with the description of the animal and its found location and the microchip number (if present) prior to leaving post. If no owner is identified, the animal will then be transported to the shelter.

Any animal found on Ft. Liberty property that is in need of immediate veterinary care will be transported to VETCEN. After hours, ASOs should contact the on-call veterinary staff at the facility at **910-988-8002** for further instructions. Animals that are not stable will be transported to VETCEN, not CCAS for care or euthanasia. **Once the animal is stabilized, they will be sent to CCAS for holding.**

ASOs will be provided with access placards to place in their vehicle to facilitate entry on post.

ANIMALS WITH MICROCHIPS LINKED TO AN OWNER LIVING ON FT. LIBERTY

If a shelter animal's microchip is linked to an address on Ft. Liberty, or if the animal is found on Ft. Liberty with a microchip that is not registered, Customer Service Staff will email VETCEN at

dha.liberty.womack-amc.mbx.vet-clinic-pet-registration@health.mil

with the microchip number, description of the animal, and location found. This is in addition to the standard procedure for researching microchips, as some pets with microchips may be registered with VETCEN and not show up in the commercial databases.



**FORT LIBERTY GARRISON COMMAND
STAFFING SUMMARY SHEET**

- | | |
|-------------------|--|
| 1. CLASSIFICATION | |
| 2. LOG #: | |
| 3. TODAY'S DATE: | |
| 4. DATE RETURNED: | |

SECTION I:

DIRECTORATE STAFF COORDINATION

NO.	TO	Digital Signature (Required)	Remarks		
6. OFFICE OF PRIMARY RESPONSIBILITY (OPR)	7. ACTION OFFICER	8. PHONE	9. DATE	10. SUSPENSE	

11. SUBJECT:

SECTION II: SUMMARY:

NOTES on Preparation... Please see Instructions.

SECTION III:

GARRISON COMMAND GROUP COORDINATION

NO.	TO	Digital Signature (Required)	REMARKS
	GC		
	GCSM		
	DGC		
	GXO		
	ADMIN		

This is Garrison Command Correspondence and requires special handling.
Action must be logged in and out by the Admin Office 'before and after it leaves the Command Section.

Instructions for Completing Staff Summary Sheet

Purpose: To synchronize and document staff actions and command approvals.

Line 1: Fill in **Classification** (UNCLASSIFIED, FOUO, etc.)

Line 2: Used by Garrison Command Group Administrative Staff for logging purposes.

Line 3: TODAY'S DATE: Enter today's date. The Army standard date format is YYYYMMDD. Example:20230113

Line 4: DATE RETURNED: Used by Garrison Command Group Administrative Staff for date packet was returned.

Section I: DIRECTORATE STAFF COORDINATION: Type or print the number of the order of desired coordination. 1 for first office, 2 for the second office, etc...

[TO] Unit/Organization/Staff [Action] Identify (see legend) what action the individual office is requested to perform.

[Sign] Digitally sign to indicate who the action officer was.

Line 6: OFFICE OF PRIMARY RESPONSIBILITY: Office Symbol

Line 7: ACTION OFFICER: POC Rank/Title and Full Name

Line 8: PHONE: Office/Cell Phone

Line 9: DATE: Enter today's date. The Army standard date format is YYYYMMDD. Example:20230113

Line 10: SUSPENSE- Please note Garrison Command Group's suspense system below.

The following response times for staffing formal tasking actions and routine staff actions are established as general guidance when governing the assignment of suspense dates. Command GRP Priority actions: "HOT"- one to three days as appropriate. The actions are deemed by the CMD GRP or the XO as the highest priority actions. Note that extension of "HOT" taskings is rarely permitted. Every effort to answer these priority actions within the established suspense must be made by the staff. The administrative staff should prioritize work accordingly.

Note. ASAP will not be sued as a suspense under any circumstance.

Corps Level Correspondence: "IMMEDIATE"- completed within 3 business days unless suspense date has been noted differently.

Other than. Anything that does not require immediate attention will be considered, "ROUTINE"-C complete within 14 working days.

Actions received by the CMD GRP with an established suspense date: the originator's suspense date will be used as the CMD GRP guidance for the action. However, the administrative staff will deem priority and should expect the action to be completed within 14 working days. Care should be taken to ensure the established suspense is realistic.

Line 11: Subject- Clear, concise description of the action

Section II: PURPOSE: Specify why the action was initiated. Include a concise summary of the end result of the action. State any rationale necessary to justify the action desired.

ACTION REQUIRED: Specify what you want the official to "do" such as, approve/sign, review, note, etc. If the purpose is information only, attach the Staff Summary Sheet to the Information Paper template. Please include how many signatures are require and by who. Please note if SC routing is necessary.

BACKGROUND: Specify the pertinent details, such as a historical summary, that led up to the creation of the action.

DISCUSSION: Specify the relevant facts and implications that support the action/subject. List attachments as tabs. Tabs are displayed at lower right corner of the Staff Summary Sheet.

RECOMMENDATION: Use this paragraph when the Staff Summary Sheet is routed for action. State the recommendation, including action necessary to implement, such as approve and sign the memorandum. Recommendations should be precise, so that the reviewing official need only sign, approve or disapprove as appropriate. Do not use this paragraph when Staff Summary Sheets are submitted with Information Papers.

2 Tabs (example)

1. Memorandum for Signature
2. Information paper.

NOTES on preparation...

1. Every action coming to the Garrison Command Group for information or signature must include a Staff Summary Sheet.
2. Route actions through the appropriate component. Packages that are ready for CMD GRP action must be turned into the CMD GRP Executive Staff. The action is assigned a control number and processed.
3. The Administrative Assistant completes and administrative review (format, tone, grammar, and style) and content review (ensuring appropriate coordination). If there are significant errors or insufficient coordination, the action will be returned for correction.
4. Properly prepared packages move through the CMD GRP to the appropriate component.
5. When action is complete, the respective component will be notified to come and pick up the package.

Section III: Completed by Garrison Command Team Only

INTERGOVERNMENTAL SUPPORT AGREEMENT (IGSA)
BETWEEN THE
UNITED STATES
AND
CUMBERLAND COUNTY, NC

**FORT LIBERTY ANIMAL SERVICES
ORDER # BRAG-IGSA-16-Modification**

This is an Intergovernmental Support Agreement (hereafter referred to as the IGSA or Agreement) between the United States and Cumberland County, NC (hereafter CCAS is used for brevity throughout this model for Cumberland County Animal Services) is entered into pursuant to federal law codified at 10 USC 2679. The statute authorizes the Secretary of the Army to enter into an IGSA on a sole-source basis with a state or local government to receive installation support and services. The Secretary of the Army has delegated authority to IGSA-Manager (hereafter IGSA-M) to execute agreements on behalf of the United States.

The purpose of this IGSA is to outline the roles and responsibilities of the parties, identify the services to be furnished by CCAS, the prices to be paid by the United States, and the appropriate reimbursement and quality control procedures. The parties undertake this Agreement in order to provide services, supplies or construction to the United States, to achieve cost savings for the Department of the Army, and to provide additional revenues to local governments and their work forces.

RESPONSIBILITIES OF THE PARTIES:

CCAS shall perform the installation support services as stated in this IGSA. The term "installation support services" only includes services, supplies, resources, and support typically provided by a local government for its own needs and without regard to whether such services, supplies resources, and support are provided to its residents generally, except that the term does not include security guard or firefighting services.

This is a non-personal services agreement. Each party is responsible for all costs of its personnel including pay, benefits, support and travel. Each party is responsible for supervision or management of its personnel.

The tasks, duties and responsibilities set forth in this IGSA may not be interpreted or implemented in any manner that results CCAS personnel creating or modifying federal policy, obligating appropriated funds of the United States, or overseeing the work of federal employees. Under no circumstances, shall CCAS employees or contractors be

deemed federal employees. If CCAS shall provide services through a contract, the contract must be awarded through competitive procedures. (This requirement does not apply to collective bargaining agreements between CCAS and its employees.) Employees of the United States may not perform services for or on behalf of CCAS without the approval of the IGSA-M.

SUMMARY OF SERVICES AND PRICE:

In consideration for the services to be provided by CCAS, the United States agrees to pay CCAS in accordance with the following amounts:

Service	Quantity	Unit	Unit Price	Total
Administrative fee for Insurance Coverage at Cost	12	month	\$ 1,974.42	\$ 23,693
Non-productive Dispatch	30	EA	\$ 105	\$ 3,150
Productive Dispatch (per animal pick-up)	55	EA	\$ 639	\$ 35,145
Domestic stray or Surrendered Animals brought to CCAS	200	EA	\$ 534	\$ 106,800
Kennel fee per day past initial 12 days per animal in cruelty/neglect cases	40	EA	\$ 45	\$ 1,800

*Note: Totals are based on historical county estimates. Actual services performed will be submitted via monthly invoice utilizing unit prices above. Unit prices are based on FY24 actual operating costs with the addition of 8.5% to cover cost increases over the past year.

TERM OF AGREEMENT:

The term of this Agreement shall be for one year from the execution of the Agreement by the IGSA-M, and renewable for successive one-year periods for 4 additional years. The United States shall only be obligated for only one year of performance under the agreement, as it has no authority to obligate additional periods of performance without appropriation of adequate funds by the Congress. The United States shall only be obligated for an additional year of performance upon receipt of such funds, and only upon written notice by the IGSA-M of an intent to award the option for an additional year of performance. The IGSA-M shall provide notice of the renewal of the IGSA at least 10 days prior to the expiration of the current performance period. The IGSA-M may condition the renewal upon availability of funds and may suspend performance of the renewed period at no additional cost to the United States, until adequate funds have been received. If funds are not received, the parties agree that the Agreement can be unilaterally terminated by the IGSA-M without further liability to the United States.

PAYMENT:

The United States shall pay CCAS for services based upon satisfactory completion of services on a monthly basis. Payment shall be based for services provided as set forth in this Agreement. CCAS shall not include any state or local taxes in the prices it charges the United States unless approved by the IGSA-M in advance. CCAS shall electronically submit invoices or payment requests to the Government's Technical Representative (TR) and the IGSA-M. The IGSA-M will not authorize payment unless all billed services have been satisfactorily completed and may reduce the amount(s) billed for unsatisfactory or partial performance, or for other reasons specified in this Agreement subject to the Claims and Disputes provisions of this agreement.

Payment will be made by the IGSA-M through the General Fund Enterprise Business System (GFEBs). Rates may only be adjusted upon 90 days written notice to the TR and the IGSA-M. If the TR or representative disagree, the parties shall discuss the proposed rates, changes in the services, or other modifications to Agreement. Modifications to prices in the Agreement must be reduced to writing and approved and incorporated into the Agreement by the IGSA-M.

OPEN COMMUNICATIONS AND QUALITY CONTROL:

The parties shall identify and present any issues and concerns that could potentially impede successful performance of the IGSA in a timely and professional manner. CCAS shall maintain a quality control plan to ensure all work is completed within the specified timelines and quality standards specified in the Agreement. After its execution, an initial joint meeting of the Parties will be conducted to discuss the terms of the IGSA. The initial meeting shall also discuss orientation of CCAS and its employees to work areas on the installation as well a phase-in plan to permit the orderly transition of responsibilities for performance of the services by CCAS.

INSPECTION OF SERVICES:

CCAS will only tender services and goods in conformance with the IGSA. The Fort Liberty Garrison Commander shall appoint a TR who will be responsible for inspecting all services performed. CCAS will be notified of the identity of the TR and his alternate, and of any changes. If services are performed outside the installation, the TR shall be granted access to areas where services are performed. The TR shall have the right to inspect and test all services; inspections and tests to be conducted in a manner that will not unduly delay the performance of work.

If the TR determines that services do not conform to the requirements in Agreement, the TR can require CCAS to perform the services again, in whole or in part, at no additional cost to the government. Alternately, the TR can reduce the price to be paid for services to reflect the reduced value of the services to be performed. If the services cannot be corrected by re-performance, the TR can reduce the billed price to reflect the reduced value of the services to be performed. The TR may alternately, in his sole discretion,

waive price reductions or re-performance of services. Such waivers shall not constitute a waiver of requirements in the IGSA unless approved in writing by the IGSA-M.

If CCAS is unable to perform any of the services due to an occurrence beyond the reasonable control of the parties, such as Acts of God, unusually severe weather, or government activities on the installation which impede CCAS' s performance, CCAS shall promptly notify the TR.

In those rare instances in which CCAS fails to re-perform services or abandons performance, the United States may perform or contract for performance of the services and charge those costs to CCAS. Except in an emergency, the United States will not exercise this authority without providing prior notice to the POC designated by CCAS to allow for amicable resolution of issues between the parties. If services are deemed to be deficient and cannot be corrected to the satisfaction of the TR, the IGSA-M may terminate the IGSA immediately. Such termination shall not become effective without prior notice and consultation with CCAS POC identified in this agreement.

TERMINATION:

The IGSA may be terminated by mutual written agreement at any time. Except as otherwise specified in this agreement, either party can unilaterally terminate this IGSA upon 180 days written notice to the POCs designated in this Agreement.

The United States reserves the right to terminate this agreement for its convenience at any time. When notified by the IGSA-M of the termination, CCAS shall immediately stop all work. The government will pay CCAS a percentage of the agreed price reflecting the percentage of work performed to the notice. CCAS shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

SUSPENSION OF AGREEMENT:

The United States reserves the right to suspend performance of the agreement or access to the installation in event of emergencies, mobilizations, national security reasons, or for other reasons outside the control of the United States.

APPLICABLE LAW:

The IGSA is subject to the law and regulations of the United States. If any federal statute expressly prescribes policies or requirements that differ from the terms and conditions of this IGSA, the provisions of the statute shall govern.

CLAIMS AND DISPUTES:

The parties shall use their best efforts to resolve any disagreement or disputes they may have regarding this Agreement. To minimize disputes, the parties will meet periodically, preferably on a monthly basis, to discuss performance and any other issues they may have. The TR shall represent the Government in such meetings.

If the parties are unable to resolve an issue, the TR or CCAS may submit a claim arising out of the Agreement to the IGSA-M for a final decision. The written submission must specify the nature and basis for the relief requested and include all data that supports the claim and may designate a CCAS representative to discuss the claim and its resolution. The IGSA-M shall issue a final decision within 90 days of receipt of each claim. The parties agree to the above procedures in lieu of litigation in any forum.

If CCAS is dissatisfied with the IGSA-M's decision, it may appeal the matter to the installation commander and must specify the basis of its disagreement. The installation commander or his designee shall issue a final determination on the matter within 60 days of receipt of the appeal. The final determination shall be reduced to writing and provided to the POCs specified in this agreement. All final determinations that result in the payment of additional funds to CCAS must be coordinated with the IGSA-M.

As part of its appeal, CCAS may request Alternate Disputes Resolution (ADR) to resolve disputes; the Government may agree to use of ADR in its sole discretion. If ADR procedures are employed, the installation commander shall consider the findings and recommendations of the third-party mediator(s) in making his final determination.

NOTICES, POINTS OF CONTACT, ANNUAL REVIEWS, AND AMENDMENTS TO THE IGSA:

The POCs for issues pertaining to this IGSA are as follows:

For the United States, the TR or designated representative.

For CCAS: The Animal Services Director and Assistant CCAS Manager for Governmental Affairs

Unless otherwise specified, all notices under this Agreement shall be provided to the POCs specified above.

The POCs and a management official at least one level above the POCs as well as the IGSA-M shall meet quarterly to discuss operational items within the IGSA and annually to discuss the IGSA terms and consider any amendments to the Agreement.

Any party can propose amendments at any time. All amendments must be reduced to writing and incorporated by amendment to Agreement by the IGSA-M in order to be effective.

DUTY TO PROTECT GOVERNMENT PROPERTY ON THE INSTALLATION:

CCAS shall conduct a visit of the installation with the TR prior to performance to satisfy itself of the general and local conditions existing on the installation to include sites where services will be performed. CCAS shall prepare an accident-avoidance plan and plan to protect Government property on the installation. CCAS shall take measures to protect and not damage any property of the United States during performance of services. Should CCAS damage such property, CCAS may replace the item or restore it

to its prior condition at its own cost or reimburse the United States for such costs. If CCAS does not take measures to replace or restore, the United States reserves the right to deduct replacement or restoration costs from amounts billed by CCAS each month. The TR shall provide written notice of the Government's intent to offset costs against billings to allow the parties to resolve the matter amicably. Such resolution can include a schedule for payments to cover the loss or restoration of Government property over the term of the current period of performance.

CONTINUITY OF SERVICES:

CCAS recognizes that the services under this Agreement are vital to the United States and must be continued without interruption and performed even in event of a dispute between the parties. Should the United States terminate this Agreement for any reason, CCAS agrees to furnish phase-in training to any successor contractor and exercise its best efforts and cooperation to affect an orderly and efficient transition of services.

WAGES AND LABOR LAW PROVISIONS:

These provisions apply to CCAS and any contractor performing services under this IGSA on behalf of CCAS. CCAS shall be exempt from federal labor statutes, provided it pays its employees at wage grades or rates normally paid by CCAS and complies with all applicable CCAS labor laws and standards. In no event, however, shall any employee be paid at wage rate below the minimum wage established in the Fair Labor Standards Act. CCAS shall comply with all applicable federal, state, and local occupational safety and health requirements and standards. If CCAS has knowledge that any actual or potential labor dispute by its employees may delay or threaten to delay performance of the contract, CCAS shall immediately notify the TR and the IGSA-M. CCAS shall provide timely updates until the dispute is resolved.

NON-DISCRIMINATION AND SEXUAL ASSAULT/HARASSMENT:

This provision applies to CCAS and its contractors. CCAS agrees not to discriminate against any employee based upon race, color, religion, sex, national origin, or sexual orientation, or to allow any employee to engage in discriminatory practices or conduct while performing work under this IGSA. CCAS shall not permit employees which engage in sexual assault, sexual harassment or trafficking to perform services under this IGSA. CCAS shall not engage in age discrimination and shall comply with the Americans with Disabilities Act with respect to the hiring and accommodation of employees performing services under this IGSA.

TRANSFERABILITY:

This Agreement is not transferable except with the written authorization of the IGSA-M.

ACTIONS OF DESIGNEES:

Any act described in the IGSA to be performed by an individual or official can be performed of the designee of such individual or official, with the exception of the IGSA-M

AGREEMENT PARTS: The following are included in and attached to this agreement and incorporated herein:

1. Attachment 1- Performance Work Statement
2. Attachment 2- General Provisions
3. Attachment 3- Contract Requirements/Security Review Coversheet

Signatures and dates of signatures of the parties:

FOR THE UNITED STATES:

FOR CUMBERLAND COUNTY:

Chad K. Mixon
Colonel, U.S. Army
Garrison Commander

Kirk deViere
Chairman, Cumberland County
Board of Commissioners

Date

Date

ATTACHMENT 1: PERFORMANCE WORK STATEMENT (PWS)

1. SCOPE

CCAS will provide animal control services on the Fort Liberty to protect the health, safety, and harmonious coexistence of personnel, their family members, and their animals on this installation. CCAS will ensure that stray and domestic animals are controlled on the installation to prevent damage to government property and affect mission accomplishment.

1.1 Basic Services.

1.1.1 Fort Liberty Veterinary Center (VETCEN) or a customer (defined as a person who works or lives on Fort Liberty) shall call in a “request for animal control services” through Fort Liberty 911. CCAS then proceeds to the specified area on Fort Liberty, or the portion of training areas located within the boundaries of Cumberland County, NC which includes all housing areas except Linden Oaks, which is in Harnett County.

1.1.2 CCAS shall transport live captured domestic and stray (non-feral) animals to CCAS, or any other premises operated by another entity with which CCAS contracts for such purposes. CCAS personnel who are directly involved in capturing, trapping and impounding domestic animals will notify VETCEN via telephone during regular hours and via email after hours.

1.1.3 CCAS shall provide animal service coverage 24 hours per day, 7 days a week to include weekends and holidays. A “request for animal control service” that is received outside CCAS business hours will be sent to the on-call Animal Services Officer (hereafter ASO) if it constitutes an emergency (seen below Sec 6). Non-emergency calls received outside business hours should be directed to call back during business hours for ASO response. Fort Liberty 911 or Provost Marshall Office (PMO) should communicate, when possible, with the ASOs. If calls are cancelled prior to the ASO entering a Fort Liberty Access Control Point, the Government will not be charged for the call.

1.1.4. CCAS ASOs will be provided with Automated Installation Entry (AIE) cards to enable gate access. Any required documentation needed to provide AIE cards will be supplied by CCAS to Fort Liberty upon request. Issue of AIE cards is subject to approval and background check.

2. STRAY ANIMALS

2.1. During a request for service, CCAS shall impound, in a humane manner, all stray domestic animals at CCAS for 72 hours and attempt to notify the owner if the pet is wearing a registration tag or has a microchip. CCAS will notify VETCEN of all captured animals. See attached workflow from CCAS Attachment 5. CCAS may deem the

animal eligible for adoption if an owner is not identified, or the animal remains unclaimed after the 72-hour holding period.

2.2. Feral cats (defined as domestic cats that have no legal owner and are unable to be approached or handled by people) will not be the responsibility of CCAS.

2.3. Animal Documentation and Proper Care:

2.3.1. CCAS upon receiving any domestic or stray animal for impoundment from a person who works or lives on Fort Liberty shall record the description, breed, color, sex, microchip of the animal, date and time of impoundment, as well as the location where animal was found on a report per this IGSA. CCAS will vaccinate all dogs for distemper, hepatitis, parainfluenza, parvovirus, and Bordetella on intake to the shelter. CCAS will vaccinate all cats for rhinotracheitis, calicivirus, and panleukopenia on intake to their shelter. The IGSA TR will provide a copy of the monthly invoices to the VETCEN for their annual report of all Fort Liberty animal status to ensure the proper animal care is being addressed at the leadership and Garrison level on Fort Liberty.

2.3.2. If a Soldier or Family member assigned to Fort Liberty brings a stray animal found on Fort Liberty to CCAS, CCAS shall document the location on post where the individual states the animal was found, description, breed, color, sex, microchip, date of impoundment, and the name and address of the individual bringing the stray to CCAS. CCAS will vaccinate all dogs for distemper, hepatitis, parainfluenza, parvovirus, and Bordetella on intake to the shelter. CCAS will vaccinate all cats for rhinotracheitis, calicivirus, and panleukopenia on intake to their shelter. CCAS shall provide these details in call logs submitted to the Fort Liberty IGSA TR with monthly invoices. The IGSA TR will provide a copy of the monthly invoices to the VETCEN.

2.3.4. If the domestic animal is microchipped or if the owner is known, CCAS shall enter the name and address of the owner or the microchip number on the impoundment records. If the animal is microchipped and the owner is unknown, CCAS shall telephone the appropriate microchip company (<http://www.petmicrochiplookup.org/> or see attachment). If the owner is identified, CCAS will contact the owner. If the owner (resident on Fort Liberty) cannot be reached, CCAS will notify the Fort Liberty VETCEN at (910) 988-8002. CCAS will provide the name and address and description of animals reclaimed by owner each month as part of their monthly invoice submission. Attempts to contact the owner will be recorded on the impoundment record and a copy provided to the Fort Liberty VETCEN upon request (See XVIII Airborne Corps and Fort Liberty Regulation 40-5, para. 14. 8-2 (b)). Vaccines as listed in 2.3.1 and 2.3.2 are administered upon intake and CCAS will ensure that all animals returned to owners living on Fort Liberty property have a current rabies vaccine. Unless the animal is reclaimed within 72 hours after entering the shelter (Sundays and federal and CCAS observed holidays excluded), the animal may be adopted or humanely disposed of by CCAS.

2.3.5. CCAS will vaccinate all dogs for distemper, hepatitis, parainfluenza, parvovirus, and Bordetella on intake to the shelter. CCAS will vaccinate all cats for rhinotracheitis, calicivirus, and panleukopenia on intake to their shelter.

2.4. Animal Emergency Care:

2.4.1 Any animal which comes into the possession of CCAS which is seriously injured, sick or exhibiting symptoms of contagious disease may be humanely euthanized by the CCAS personnel without waiting for the 72-hour hold period. As stated Prior to the animal being euthanized, and once the animal has displaying signs of sickness, disease, or injury animal, CCAS shall attempt to contact the animal's owner (resident of Fort Liberty) if known, to determine the disposition of such animal. If the owner (resident of Fort Liberty) indicates that the animal will be reclaimed but fails to reclaim the animal within 24 hours of such notification, or if the owner of such animal is not known, the sick or injured animal may be euthanized by CCAS. CCAS shall keep a record of such animal, to include breed and sex of the animal, when the animal came into their possession, the type of injury, disease or sickness of such animal, the date the animal was euthanized, and any other information relevant to the health, condition, and description of such animal. CCAS can provide medical history upon request. IGSA TR will provide a copy of the invoice to the VETCEN for their records to ensure the proper animal care is being addressed at the leadership and Garrison level on Fort Liberty.

2.4.2. When an ASO observes a domestic animal on Fort Liberty property displaying any signs of injury, illness, or trauma that needs immediate medical attention, they must immediately notify the VETCEN. The animal will be transported by ASO to VETCEN for care if during a duty day (Monday through Friday 0800 to 1630).

2.4.3. Outside of duty hours, ASO will contact the VETCEN via email at dha.liberty.womack-amc.mbx.vet-clinic-pet-registration@health.mil. VETCEN staff will instruct ASO to transport the animal to VETCEN in the event that an animal needs to be stabilized, if the animal is stable, it may be transported to CCAS. Should VETCEN be unable to identify the owner of an injured animal they are providing care for, or the animal is unable to be stabilized, the animal may be euthanized to prevent suffering.

2.5. Dangerous Animals:

2.5.1. Any animal determined to be dangerous by VETCEN is prohibited from being housed at Fort Liberty. See Fort Liberty Regulation 40-5 Section 3-6

2.5.2. The ASO will contact the Fort Liberty PMO for assistance if an animal is believed to be posing an imminent risk of serious physical injury or death to any person. In responding to a domestic animal call where there is an imminent risk, CCAS is authorized the use tranquilizers or other safe drugs to immobilize the animal. The animal must be taken to the VETCEN for examination and held for until investigation is complete. See Fort Liberty Regulation 40-5 Section 10-2

3. QUARANTINE PROCEDURES / ANIMALS INVOLVED IN BITES

3.1. All animal bites to humans are investigated by Fort Liberty Provost Marshall Office (PMO) IAW the XVIII Airborne Corps and Fort Liberty Regulation 40-5.. Stray animals whose owner cannot be identified by VETCEN or PMO will be taken by an ASO to CCAS and are counted as a productive dispatch

.3.2. Quarantine exams are performed at the VETCEN for bite/scratch cases that occur on Fort Liberty. For bites/scratch cases that occur off post in Cumberland County for which a bite report is generated are subject to CACC regulations and not a part of this IGSA

3.3. Owned animals, in the custody of their owner, involved in a bite or scratch to a human must be presented to the VETCEN by the owner within one (1) business day following the incident to receive an initial quarantine examination. The pet owner will sign a DD Form 2623. It is the Installation veterinarian's discretion to authorize a 10-day home quarantine or quarantine at a local private veterinary hospital at the owner's expense. CCAS will not accept owned animals for quarantine at CCAS (See XVIII Airborne Corps and Fort Liberty Regulation 40-5, para. 20. 10-1 (c)).

3.4. Owned animals following the quarantine examination will be confined to their own home and yard. Animals under quarantine should have no contact with outside animals. These pets will not be taken to dog parks, boarding facilities, groomers, or other places where they can contact outside animals. At the end of the 10-day quarantine, the animal must be presented to the VETCEN for a follow-up examination and will be released to the owner depending on the results of the examination.

3.3. Stray animals found on Fort Liberty involved in bite/scratch cases are submitted for either rabies testing (immediate euthanasia) at the VETCEN or quarantined for 10 days at CCAS. For bites that occur on Fort Liberty involving strays, the VETCEN will examine the animal, test it for illness, and contact CCAS to arrange a quarantine for 10 days. Post quarantine CCAS will make a determination regarding the outcome of the stray in a humane manner.

4. SURRENDER OF PETS BY OWNERS.

4.1. CCAS may accept the surrender of pets by their owners (residents on Fort Liberty) subject to the availability of space in CCAS. Only owners residing in Fort Liberty family housing are eligible to surrender pets under this IGSA. CCAS will verify the owners' residency based on presentation of a signed Memorandum for Record (MFR) from VETCEN before accepting any animals. Surrendered animals by owners shall be disposed of in a humane manner and as required by law. This may include adoption, transfer to an approved animal rescue agency, return to the owner, or euthanasia at no additional cost to United States.

5. ABANDONED ANIMALS, ANIMALS INVOLVED IN NEGLECT OR CRUELTY, ANIMALS FOUND DEAD.

5.1. Animal cruelty investigations are the primary responsibility of the PMO. When animal abuse is suspected, the investigating officer will bring the animal to the VETCEN for evaluation and stabilization if necessary. VETCEN will provide medical opinion and medical record to the investigating officer on the case. The PMO is the deciding factor for pursuing animal cruelty investigations and release the animal(s) involved. CCAS will be responsible for alerting the PMO in the instance that animal cruelty is suspected, CCAS will also be responsible for transportation of the animal to VETCEN.

5.2. Neglected and cruelty case animals may be housed by CCAS for more than 12 calendar days on request of VETCEN at the daily expense of the United States until released by VETCEN, either to the legal owner or to CCAS. Any animal that is part of a neglect or cruelty case on Fort Liberty will be held by CCAS for a maximum of 12 days before the PMO investigator or VETCEN will be notified that the animal is being placed for adoption or otherwise disposed of in a manner allowed by NCGS 19A-32.1. This may include adoption, transfer to an approved animal rescue agency, return to the owner, return to VETCEN, or euthanasia.

5.3. If an animal is found dead on Fort Liberty, the PMO will contact the VETCEN to conduct an examination to determine if the animal has a microchip or tag. In the instance one is located, VETCEN will attempt to notify the owner. DPW Pest Management may assist in the delivery of the domestic animal to VETCEN for the examination. If the examination determines the cause of death was due to animal abuse or neglect, the PMO will initiate an investigation to determine UCMJ actions. Animal remains will be disposed of at the Fort Liberty VETCEN crematory.

6. EMERGENCY VERSUS NON-EMERGENCY CALLS

6.1. During business hours (Monday through Friday 0800 to 1630), all calls will be responded to according to priority. Outside of business hours, only Emergency Calls will be responded to by the On-Call ASO.

Emergency Calls (will go to On-Call ASO at any time)

- (1) Person actively in danger from an animal
- (2) Unsecured aggressive animal assist Law Enforcement, Fire, EMS
- (3) Stray Animal that has bitten a human
- (4) Stray Animal that has attacked other pets

Severely Injured or Sick Stray Animal

Transport animals involved in Extreme or Gross Cruelty/Neglect to designated veterinary hospital.

Non-Emergency Calls (hold until next business day for CCAS)

- (1) Stray animal that is safely confined
- (2) Animal Abandonments
- (3) Stray roaming animal
- (4) Owner surrender (if owner unable to transport to shelter)

7.0 WILDLIFE AND FERAL ANIMALS

7.1 Fort Liberty DPW Environmental Wildlife Section responsibilities are detailed in Attachment 4 (Nuisance Wildlife Memo). Migratory birds are protected by the Migratory Birds Treaty Act and the Fort Liberty Engaged Species or Wildlife branch may be consulted about them. Calls dealing bats should consult with DPW Endangered Species Branch. CCAS will not be responsible for removing and/or disposing of dead animals found on Fort Liberty. The responsibility for the disposal of dead animals is detailed in Attachment 4.

7.2. The VETCEN examination will determine if the cat is too wild for adoption. If the feral cat is deemed too wild for adoption, VETCEN will humanely euthanize the animal. If the feral cat displays a calm or playful demeanor, VETCEN will vaccinate the cat, and CCAS will transport the cat to CCAS for adoption.

ATTACHMENT 2: GENERAL PROVISIONS

COUNTY FURNISHED PROPERTY

CCAS shall furnish all facilities, vehicles, equipment, tools, fuels, materials, dog and cat food and supplies necessary to accomplish all services required by this PWS. CCAS shall provide and maintain its own telephones lines necessary to maintain contact with Fort Liberty 911 center.

ABBREVIATIONS AND DEFINITIONS

ASO- Animal Services Officer working or assigned to Cumberland County Animal Services. Licensed animal handler working for the county.

ADOPTION- The transfer of a stray or surrendered animal by the animal shelter to a new owner. To take an animal that has been left in a place such as a rescue center and keep it as your pet.

CCAS – Cumberland County Animal Services.

DPW – Fort Liberty Directorate of Public Works

FERAL- Existing in a wild state.

IGSA – Intergovernmental Support Agreements (IGSAs), 10 USC 2679, were established through the National Defense Authorization Act (NDAA) Fiscal Year 2013 as formal public-public partnerships agreements between Army installations and their State or local governments for the provision, receipt, or sharing of installation support services.

IGSA-M – U.S. Army Representative reasonable for the IGSA such as payments, modifications and regulatory requirements.

MFR – Memorandum for Record

NON-PRODUCTIVE DISPATCH– when a dispatch to Fort Liberty does not result in CCAS transporting an animal to the County shelter.

PMO – Provost Marshal Office – PMOs have the authority to issue citations for all animal neglect, abuse and animal control actions.

PRODUCTIVE DISPATCH – when a dispatch to Fort Liberty results in CCAS an animal to the County shelter.

STRAY ANIMAL - A privately owned dog or cat caught wandering about without an owner or without restriction. A domesticated pet that no longer has a home or cannot find its home.

TR- Technical Representative for the ISGA

VETCEN – Fort Liberty Veterinarian Center

INSTALLATION SECURITY AND ACCESS REQUIREMENTS

CCAS shall not permit employees who are not citizens or lawful immigrants to perform services under this IGSA. Employees who have been convicted of felonies, sex crimes, drug offenses or violent crimes, shall not perform services under this IGSA without the specific approval of the TR. CCAS shall not permit any employee to perform work on this IGSA if such person is identified by the TR as a potential threat to the health, safety, security, general well-being or operational mission of the United States. The TR may deny the continued entry of any employee upon receipt of information that indicates that the individual's continued entry to the installation is not in the best interests of national security. All CCAS vehicles will be identifiable to include CCAS name on the side of the vehicle.

FEDERAL HOLIDAYS

CCAS may be required to perform services on recognized federal holidays. However, that requirement is subject to mission execution requirements. The recognized federal holidays include:

New Year's Day
Labor Day
Martin Luther King Jr.'s Birthday
Juneteenth
Columbus Day
Washington's Day
Veterans' Day
Memorial Day
Thanksgiving Day
Independence Day
Christmas Day

INSURANCE

CCAS is self-insured. It is authorized in lieu of general liability insurance or comprehensive vehicular insurance.

LIABILITY

Liability for loss or damage and for injury or death of persons caused by United States personnel will be determined in accordance with applicable Federal law. Liability for loss or damage and for injury or death caused by CCAS personnel will be determined in accordance with North Carolina law.

DUTY TO COOPERATE IN ACCIDENTS AND DAMAGE

CCAS shall fully cooperate with the United States in investigations involving accidents or damage to property or persons on property under federal control. CCAS shall timely furnish to the TR reports of investigations it completes regarding such incidents.

MEDICAL CARE IN EMERGENCIES

In the event emergency treatment is required for CCAS personnel injured in the performance of this IGSA, the Government will make available emergency medical treatment at Womack Army Medical Center. CCAS shall reimburse the Government for the cost of emergency medical treatment provided to its employees upon receipt of an invoice from the medical facility.

DRUG FREE WORKPLACE ON MILITARY INSTALLATIONS AND FACILITIES

All property under the control of the Department of the Army are drug free areas. Notwithstanding any contrary State or Local law, CCAS shall notify all individuals performing services on the installation that no controlled substances as specified in the Controlled Substances Act and 21 Code of Federal Regulations shall be sold, distributed, used or consumed on the installation. The TR may direct CCAS to bar individuals who violate these laws and policies. Such individuals additionally may be barred from access to the installation by the installation commander.

CCAS EMPLOYEE REQUIREMENTS

All CCAS and contractor employees shall comply with all installation security, health and safety conditions. Employees who interface with government personnel shall be able to speak and understand English. All employees shall wear identification badges or distinctive clothing which clearly identifies that they are CCAS employees. At the conclusion of the IGSA or whenever an employee no longer performs IGSA services, CCAS will provide the TR all identification or other credentials furnished by the government.

REGULATIONS INCORPORATED INTO THIS IGSA

Headquarters XVIII Airborne Corps and Fort Liberty, NC Regulation 40-5, Veterinary Services: Animal Control and Veterinary Services for Privately Owned Animals, 6 August 2024.

ATTACHMENT 3

CONTRACT REQUIREMENTS PACKAGE/SECURITY REVIEW COVER SHEET

CONTRACT REQUIREMENTS PACKAGE ANTITERRORISM/OPERATIONS SECURITY REVIEW COVER SHEET								
Requirements Package Title ___ Fort Liberty Animal Services Intergovernmental Support Agreement								
Date <u>20 November 2015</u>								
<p>Section I.</p> <p><u>Purpose of cover sheet:</u> To document the review of the requirements package, statement of work (SOW), quality assurance surveillance plan and any applicable source selection evaluation criteria for antiterrorism (AT) and other related protection matters to include, but not limited to: AT, operations security (OPSEC), information assurance (IA)/cyber security, physical security, law enforcement, intelligence, foreign disclosure.</p> <p><u>Army policy requirement:</u> A signed AT/OPSEC cover sheet is required to be included in all requirements packages except for supply contracts under the simplified acquisition level threshold, field ordering officer actions and Government purchase card purchases. Command policy may require this form for supply contracts under the simplified acquisition level threshold.</p> <p><u>Mandatory review and signatures:</u> The requiring activity antiterrorism officer (ATO) must review each requirements package prior to submission to the supporting contracting activity to include coordination with other staff elements for review as appropriate per section II below. If the requiring activity does not have an ATO, the first ATO in the chain of command will review the contract for considerations. An OPSEC officer and Information Officer review is also mandatory.</p>								
<p>Section II. Standard Contract Language Provision/Contract Clause Text Applicability and/or Additional SOW Language. If standard contract or clause language found on page 2 (Section IV) of this form is sufficient to meet specific contract request requirements, check "yes" in block below and include this language in the SOW. If standard contract text (provisions or clauses) or clause language does not apply, check "no." If the standard SOW language applies, but is not in of itself sufficient, check "yes" and "SOW" and include both the standard language and additional contract specific language in the SOW. If standard contract text or clause language is not desired, but there is related contract specific language in the SOW, check "no" and "SOW." If yes is marked for items 1, 3, 4, 7, 8, 12 or 13, training is required. <u>Mandatory training must be measured as a deliverable and evaluated in the QASP.</u></p>								
1. AT level 1 training (general)						___ YES	___ NO	___ SOW
2. Access and general protection policy and procedures						___ YES	___ NO	___ SOW
2a. For contractor requiring Common Access Card (CAC)						___ YES	___ NO	___ SOW
2b. For contractor not eligible for CAC but requires access to DoD facility or installation.						___ YES	___ NO	___ SOW
3. AT awareness training for US based contractor personnel traveling overseas.						___ YES	___ NO	___ SOW

4. iWATCH training	___ YES	___ NO	___ SOW
5. Army Training Certification Tracking System (ATCTS) registration for contractor employees who require access to government information systems.	___ YES	___ NO	___ SOW
6. For contracts that require a formal OPSEC program.	___ YES	___ NO	___ SOW
7. Requirement for OPSEC training	___ YES	___ NO	___ SOW
8. Information assurance/information technology training	___ YES	___ NO	___ SOW
9. Information assurance/information technology certification	___ YES	___ NO	___ SOW
10. Contractor Authorized to Accompany the Force clause	___ YES	___ NO	___ SOW
11. Contract requiring performance or delivery in a foreign country	___ YES	___ NO	___ SOW
12. Handling/Access to Classified Information	___ YES	___ NO	___ SOW
13. Threat Awareness Reporting Program	___ YES	___ NO	___ SOW
14. Delivery of Food and Water	___ YES	___ NO	___ SOW

Section III. Remarks:

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Antiterrorism Review Signature: I am an ATO (Level II Certified) and have reviewed the requirements package and understand my responsibilities in accordance with Army Regulation 525-13, *Antiterrorism*.

Reviewer _____ Typed or printed name, rank/civ grade _____ Signature	Date _____ Phone Number _____
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Operations Security Review Signature: I am OPSEC level II certified and have reviewed the requirements package, and IAW Army Regulation 530-1, *Operations Security*.

Reviewer _____ Typed or printed name, rank/civ grade	Date _____ Phone Number _____
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Signature	
Information Assurance Review Signature: I am IAM and IAT level III certified and have reviewed the requirements package and IAW DOD 8570.01-M and DOD 8580-1 para 4.	
Reviewer _____ Typed or printed name, rank/civ grade	Date _____ Phone Number _____

Signature	
<u>Section IV. Standard Contract Language/Contract Clause Applicability and/or Additional SOW Language.</u>	
<p>1. AT Level I training. <i>This standard language is for contractor employees with an area of performance within an Army controlled installation, facility or area.</i> All contractor employees, to include subcontractor employees, requiring access Army installations, facilities and controlled access areas shall complete AT Level I awareness training within 30 calendar days after contract start date or effective date of incorporation of this requirement into the contract, whichever is applicable and annually thereafter. The contractor shall submit certificates of completion for each affected contractor employee and subcontractor employee, to the COR or to the contracting officer, if a COR is not assigned, within 05 calendar days after completion of training by all employees and subcontractor personnel. AT level I awareness training is available at the following website: http://jko.jten.mil</p>	
<p>2. Access and general protection/security policy and procedures. <i>This standard language is for contractor employees with an area of performance within Army controlled installation, facility, or area.</i> Contractor and all associated sub-contractors' employees shall provide all information required for background checks to meet installation access requirements to be accomplished by installation Provost Marshal Office, Director of Emergency Services or Security Office. Contractor workforce must comply with all personal identity verification requirements (FAR clause 52.204-9, Personal Identity Verification of Contractor Personnel) as directed by DOD, HQDA and/or local policy. In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition (FPCON) at any individual facility or installation change, the Government may require changes in contractor security matters or processes.</p>	
<p>2a. For contractors requiring Common Access Card (CAC). Before CAC issuance, the contractor employee requires, at a minimum, a favorably adjudicated National Agency Check with Inquiries (NACI) or an equivalent or higher investigation in accordance with Army Directive 2014-05. The contractor employee will be issued a CAC only if duties involve one of the following: (1) Both physical access to a DoD facility and access, via logon, to DoD networks on-site or remotely; (2) Remote access, via logon, to a DoD network using DoD-approved remote access procedures; or (3) Physical access to multiple DoD facilities or multiple non-DoD federally controlled facilities on behalf of the DoD on a recurring basis for a period of 6 months or more. At the discretion of the sponsoring activity, an initial CAC may be issued based on a favorable review of the FBI fingerprint check and a successfully scheduled NACI at the Office of Personnel Management.</p>	
<p>2b. For contractors that do not require CAC but require access to a DoD facility or installation. Contractor and all associated sub-contractors employees shall comply with adjudication standards and procedures using the National Crime Information Center Interstate Identification Index (NCIC-III) and Terrorist Screening Database (TSDB) (Army Directive 2014-05/AR 190-13), applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by government</p>	

representative), or, at OCONUS locations, in accordance with status of forces agreements and other theater regulations.

3. AT Awareness Training for Contractor Personnel Traveling Overseas. This standard language required US based contractor employees and associated sub-contractor employees to make available and to receive government provided area of responsibility (AOR) specific AT awareness training as directed by AR 525-13. Specific AOR training content is directed by the combatant commander with the unit ATO being the local point of contact.

4. iWATCH Training. *This standard language is for contractor employees with an area of performance within an Army controlled installation, facility or area.* The contractor and all associated sub-contractors shall brief all employees on the local iWATCH program (training standards provided by the requiring activity ATO). This locally developed training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the COR. This training shall be completed within 30 calendar days of contract award and within 05 calendar days of new employees commencing performance with the results reported to the COR NLT 30 calendar days after contract award.

5. Army Training Certification Tracking System (ATCTS) registration for contractor employees who require access to government information systems. All contractor employees with access to a government information system must be registered in the ATCTS (Army Training Certification Tracking System) at commencement of services and must successfully complete the DOD Information Assurance Awareness prior to access to the IS and then annually thereafter.

6. For contracts that require a formal OPSEC program. The contractor shall develop an OPSEC Standing Operating Procedure (SOP)/Plan within 90 calendar days of contract award, to be reviewed and approved by the responsible Government OPSEC officer. This plan will include a process to identify critical information, where it is located, who is responsible for it, how to protect it and why it needs to be protected. The contractor shall implement OPSEC measures as ordered by the commander. In addition, the contractor shall have an identified certified Level II OPSEC coordinator per AR 530-1.

7. For contracts that require OPSEC Training. Per AR 530-1 *Operations Security*, the contractor employees must complete Level I OPSEC Awareness training. New employees must be trained within 30 calendar days of their reporting for duty and annually thereafter. AT level I awareness training is available at the following website: <http://cdsetrain.dtic.mil/opsec/index.htm>

8. For Cyber Awareness (Information assurance (IA)/information technology (IT)) training. All contractor employees and associated sub-contractor employees must complete the DoD Cyber awareness training before issuance of network access and annually thereafter. All contractor employees working in IA/IT functions must comply with DoD and Army training requirements in DoDD 8570.01, DoD 8570.01-M and AR 25-2 within six months of appointment to IA/IT functions. AT level I awareness training is available at the following website: <https://ia.signal.army.mil/DoDIAA/>

9. For Cyber (Information assurance (IA)/information technology (IT)) certification. Per DoD 8570.01-M, DFARS 252.239.7001 and AR 25-2, the contractor employees supporting Cyber (IA/IT) functions shall be appropriately certified upon contract award. The baseline certification as stipulated in DoD 8570.01-M must be completed upon contract award.

10. For contractors authorized to accompany the force. DFARS Clause 252.225-7040, *Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States*. The clause shall be used in solicitations and contracts that authorize contractor personnel to accompany US Armed Forces deployed outside the US in contingency operations; humanitarian or peacekeeping operations; or other military operations or exercises, when designated by the combatant commander. The clause discusses the following

AT/OPSEC related topics: required compliance with laws and regulations, pre-deployment requirements, required training (per combatant command guidance), and personnel data required.

11. For Contract Requiring Performance or Delivery in a Foreign Country, DFARS Clause 252.225-7043, *Antiterrorism/Force Protection for Defense Contractors Outside the US*. The clause shall be used in solicitations and contracts that require performance or delivery in a foreign country. This clause applies to both contingency and non-contingency support. The key AT requirement is for non-local national contractor personnel to comply with theater clearance requirements and allows the combatant commander to exercise oversight to ensure the contractor's compliance with combatant commander and subordinate task force commander policies and directives.

12. For contracts that require handling or access to classified information. Contractor shall comply with FAR 52.204-2, Security Requirements. This clause involves access to information classified "Confidential," "Secret," or "Top Secret" and requires contractors to comply with— (1) The Security Agreement (DD Form 441), including the National Industrial Security Program Operating Manual (DoD 5220.22-M); (2) any revisions to DOD 5220.22-M, notice of which has been furnished to the contractor.

13. Threat Awareness Reporting Program. For all contractors with security clearances. Per AR 381-12 Threat Awareness and Reporting Program (TARP), contractor employees must receive annual TARP training by a CI agent or other trainer as specified in 2-4b of AR 381-12.

14. For contracts that require delivery of food and water. This standard language is for contractor employees with an area of performance delivering food and water within an Army-controlled installation, facility or area. The supplies delivered under this contract shall be transported in delivery conveyances maintained to prevent tampering with and / or adulteration or contamination of the supplies, and if applicable, equipped to maintain a prescribed temperature. All delivery vehicles will also be subject to inspection at all times and all places by the Contracting Officers Representative, Post Veterinarian, and / or Law enforcement Officials. When the sanitary conditions of the delivery conveyance have led, or may lead to product contamination, adulteration, constitute a health hazard, the delivery conveyance is not equipped to maintain prescribed temperatures or the transport results in product "unfit for intended purpose", supplies tendered for acceptance may be rejected without further inspection. As the holder of a contact with the Department of Defense, it is incumbent upon the awardee to ensure that all products and/or packaging have not been tampered or contaminated. Delivery conveyances will be locked or sealed at all times, except when actively loading or unloading. Unsecured vehicles will not be left unattended. All incoming truck drivers will provide adequate identification upon request. In the event of an identified threat to an installation, or a heightened force protection/Homeland Security threat Level, the contractor may be required to adjust delivery routes to minimize vulnerability risks and enable direct delivery to DOD facilities.

ATTACHMENT 4
NUISANCE WILDLIFE MEMO



DEPARTMENT OF THE ARMY
US ARMY INSTALLATION MANAGEMENT COMMAND
HEADQUARTERS, UNITED STATES ARMY GARRISON, FORT LIBERTY
2175 ROCK MERRITT AVENUE
FORT LIBERTY, NC 28310-5000

AMIM-LIP-EW (500)

27 Sep 2023

MEMORANDUM FOR All Soldiers, Civilians, Families, and Visitors on Fort Liberty

SUBJECT: Policy Letter #41: Nuisance Wildlife and Animals

1. References.

a. ASA (IE&E), SAIE (Army Policy- Domestic Animals on Army Installations) August 2018.

b. XVIII Airborne Corps and Fort Liberty Regulation 40-5: Veterinary Services: Animal Control and Veterinary Services for Privately Owned Animals

2. Applicability. This policy applies throughout Fort Liberty, with the exception of Privatized Housing Areas.

3. Purpose. To establish installation policy for the handling of nuisance wildlife and animals.

4. Policy. Domestic animals are pets or livestock. Wildlife is considered to be a nuisance when animals pose a threat to people or are damaging property.

5. Points of contact (POC) for reporting nuisance animals are as follows:

a. Stray or unrestricted domestic animals (e.g., cats/dogs): Individuals should call the E 911 . The 911 dispatch center will contact Cumberland County Animal Services Center or Harnett County Animal Services, who will capture and transport animals.

b. All structural pests in buildings: Individuals shall submit a Work Order at <https://ww.armymaintenance.com/arma> or (910) 396-0321. Response to the work order will be through DPW Pest Management in accordance with the Integrated Pest Management Plan.

c. All other wildlife (e.g., fox, coyote, bats, white-tailed deer, raptors, songbirds etc.): Due to the proximity of developed areas to forested areas on Fort Liberty, there is a good chance people may encounter what appear to be abandoned or injured wildlife. These animals should not be disturbed. In most cases, the parent returns to care for their young and only in rare cases are they actually abandoned. Individuals should report injured wildlife to the Wildlife Branch, (910) 396-7506. Response will be by government staff or support personnel.



FINANCE DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MARCH 17, 2025

TO: BOARD OF COUNTY COMMISSIONERS

FROM: ROBIN M. KOONCE, FINANCE DIRECTOR/CFO

DATE: 3/13/2025

SUBJECT: APPROVAL TO PAY PRIOR YEAR INVOICES

BACKGROUND

This item was unanimously approved by the Finance Committee at the March 6, 2025, meeting to be placed on the Consent Agenda of the Board of County Commissioners Regular Meeting on March 17, 2025.

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

DEPARTMENT	VENDOR	INVOICE DATES	AMOUNT
Library	Dormakaba	4/20/2024	\$787.03
Library	Dormakaba	6/11/2024	\$500.02
Total: \$1,287.05			
Solid Waste	QED Environ. Systems Inc.	6/5/2024	\$2,103.63
Solid Waste	Staples	4/10/2024	\$106.03
Solid Waste	Staples	5/7/2024	\$272.11
Solid Waste	Staples	5/15/2024	\$28.86
Solid Waste	Staples	5/15/2024	\$322.44
Solid Waste	Phillip's Towing Service	5/2/2024	\$1,915.00
Total: \$4,748.07			

RECOMMENDATION / PROPOSED ACTION

Management requests the Board of County Commissioner's approval to pay prior year invoices in the amount of \$1,287.05 for the Library and \$4,748.07 for Solid Waste.

ATTACHMENTS:

Description	Type
Library - Prior Year Invoices	Backup Material
Solid Waste - Prior Year Invoices	Backup Material

FAITH B. PHILLIPS
ASSISTANT COUNTY MANAGER
LIBRARY DIRECTOR



HEATHER HALL
LIBRARY DEPUTY DIRECTOR

MEMORANDUM

To: Robin Deaver, Finance Director
From: Faith Phillips, Library Director/Assistant County Manager
Date: February 3, 2025
Subject: Prior Year Invoices for Dormakaba

A handwritten signature in blue ink, appearing to be "F. Phillips", is written over the "From:" line of the memorandum.

We would like to request payment for the two prior year invoices listed below to vendor, Dormakaba.

Invoice #741977 dated 4/20/2024 for \$787.03

Invoice #749474 dated 6/11/2024 for \$500.02

The invoices are for work completed on the automatic doors for Headquarters and Hope Mills libraries. The library has verified that the work was complete and payments for this work have not been previously made.

These invoices were not received until January 15, 2025. According to the vendor, they were sending correspondence regarding invoices via email, but these emails were not received due to staff transitions. To ensure this does not happen in the future, the vendor agreed to also send mail correspondence to the library address.

Thank you for considering this request.

Amanda Lee, PE
General Manager
for Natural Resources




NORTH CAROLINA

**Solid Waste Management &
Public Utilities Department**

MEMORANDUM

TO: ROBIN KOONCE, FINANCE DIRECTOR

FROM: AMANDA LEE, GENERAL MANAGER FOR NATURAL RESOURCES 

DATE: FEBRUARY 12, 2025

SUBJECT: REQUEST TO PAY PRIOR YEAR (FY24) INVOICES

Please approve the attached prior year invoices which were presented for payment after the deadline to pay Fiscal Year 2024 invoices.

Validation: We have validated service delivery for the invoices attached.

- QED Environmental Systems Inc – The Solid Waste Department received a request for payment on 2/6/2025 for a prior year invoice with Invoice #0000326390 dated 06/05/2024 in the amount of \$2,103.63.
- STAPLES – The Solid Waste Department received a request for payment on 2/11/2025 for prior year invoices with Invoice #6001128563 dated 04/10/2024 in the amount of \$106.03, Invoice #6002190022 dated 05/07/2024 in the amount of \$272.11, Invoice #6002372311 dated 05/15/2024 in the amount of \$28.86 and Invoice #6002372315 dated 05/15/2024 in the amount of \$322.44.

Verification Statement: We have verified the invoices attached are not duplicates and have not been previously paid. (ATTACHED)

Measure of prevention: We have strengthened additional tracking measures to easier identify when recurring vendor invoices have not been submitted.

The cost of the invoices can be absorbed in this year's budget:

Invoice	Budget Org – Obj	Amount
0000326390	6254606 – 533406	\$2,103.63
6001128563	6254613 – 522210	\$106.03
6002190022	6254611 – 522210	\$272.11
6002372311	6254602 – 522210	\$28.86
6002372315	6254602 – 522210	\$322.44

698 Ann Street | Fayetteville, North Carolina 28301

Solid Waste Customer Service Phone: 910-321-6920 | Public Utilities Customer Service Phone: 910-678-7682 | Fax: 910-321-6840

cumberlandcountync.gov

Amanda Lee, PE
General Manager
for Natural Resources



**Solid Waste Management &
Public Utilities Department**

MEMORANDUM

TO: ROBIN KOONCE, FINANCE DIRECTOR
FROM: AMANDA LEE, GENERAL MANAGER FOR NATURAL RESOURCES
DATE: FEBRUARY 21, 2025
SUBJECT: REQUEST TO PAY PRIOR YEAR (FY24) INVOICES

A handwritten signature in blue ink, appearing to read "A Lee", is written over the "FROM" line of the memorandum.

Please approve the attached prior year invoice which was presented for payment after the deadline to pay Fiscal Year 2024 invoices.

Validation: We have validated service delivery for the invoice attached.

- Phillip's Towing Service Inc. – The Solid Waste Department received a request for payment on 2/20/2025 for a prior year invoice with Invoice #107986 dated 05/02/2024 in the amount of \$1,915.00.

Verification Statement: We have verified the invoice attached is not a duplicate and has not been previously paid. (ATTACHED)

Measure of prevention: We have strengthened additional tracking measures to easier identify when recurring vendor invoices have not been submitted.

The cost of the invoices can be absorbed in this year's budget:

Invoice	Budget Org – Obj	Amount
107986	6254607 – 533404	\$1,915.00



FINANCE DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MARCH 17, 2025

TO: BOARD OF COUNTY COMMISSIONERS

FROM: JESSICA HULLENDER, FINANCE ACCOUNTANT MANAGER

DATE: 3/6/2025

**SUBJECT: APPROVAL OF CONTRACT AMENDMENT FOR AERIAL MOSQUITO
SPRAY STAND-BY CONTRACT WITH ALLEN AVIATION, INC.**

BACKGROUND

In the event of a disaster, aerial mosquito spray services may be required to control an increase in the mosquito population. Stand-by contracts for these services are imperative to have in place as they allow the County to begin serving the community immediately following an event, rather than waiting for a bid process to be completed, as is mandated by the Federal Uniform Guidance Procurement Policy for Local Governments ("Uniform Guidelines"). No funding is currently tied to this contract as it is a stand-by contract, to be utilized in disaster events (such as a hurricane). In the event that services are required, a notice to proceed will be issued and a contract amendment will be executed to incorporate a "not to exceed" amount.

In November 2022, the bid award for IFB #23-1-CTY and contract were approved for Allen Aviation, Inc. based on lowest responsive, responsible bidder standard of award. The contract included an escalation clause, allowing the contractor to increase prices by a percentage which shall not exceed the consumer price index during the calendar year which immediately precedes. The contract also allows the contractor to petition an additional rate adjustment on the basis of extraordinary and unusual changes in the cost of operations that could not be reasonably foreseen by a prudent operator. Allen Aviation, Inc. provided a letter requesting a rate increase due to an increase in operating costs, to include rising insurance premiums. The original contract term was through December 31, 2024 with the option to renew for two additional one-year terms. This contract amendment is to increase the rates and extend the contract through December 31, 2025.

RECOMMENDATION / PROPOSED ACTION

Finance and Purchasing staff recommend that the Board of Commissioners approve the contract amendment with Allen Aviation, Inc. to increase rates based on the basis of extraordinary and unusual changes in the cost of operations that could not be reasonably foreseen by a prudent operator and renew the contract for an

additional one-year term ending on December 31, 2025.

ATTACHMENTS:

Description

Allen Aviation, Inc. Contract Amendment

Type

Backup Material

STATE OF NORTH CAROLINA

AMENDMENT #1 TO
SERVICE CONTRACT 2023303

COUNTY OF CUMBERLAND

This amendment to extend the Service Contract dated **January 3, 2023**, by and between **Allen Aviation, Inc. ("CONTRACTOR")** and **County of Cumberland ("COUNTY")**.

WHEREAS, the CONTRACTOR and the COUNTY wish to extend the service contract.

NOW, THEREFORE, the CONTRACTOR and the COUNTY agree as follows:

1. Effective January 1, 2025, the COUNTY and the CONTRACTOR mutually agree to extend the aforementioned contract through December 31, 2025.
2. Effective January 1, 2025, the COUNTY and the CONTRACTOR mutually agree that the contract price per acre for the chemical Trumpet EC will increase from \$1.83 to \$2.50, the contract price per acre for the chemical Dibrom will increase from \$1.81 to \$2.50, and the one-time yearly mobilization fee will increase from \$20,000.00 to \$25,000.00. As stated under #5 Compensation - Price Increases in the original Service Contract dated January 3, 2023, "Allen Aviation, Inc. may petition the County at any time for an additional rate adjustment on the basis of extraordinary and unusual changes in the cost of operations that could not be reasonably foreseen by a prudent operator." The Proposed Price Increase document from Allen Aviation, Inc. is included as Attachment I.
3. Except as specifically amended herein, all other terms and provisions of the service contract shall remain in full force and effect.

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

This the 21st day of February 2025.

Attest

Allen Aviation, Inc.

BY: _____
Witness

Shanda Allen, President
(title)

Attest

County of Cumberland

BY: _____
Witness

Kirk deViere
Cumberland County Board Chairman

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: *Rob. M. Karnce*
Finance Director

BY: *[Signature]* 3/5/25
County Attorney's Office

Allen Aviation, Inc. *Aynor, S.C.*



February 20, 2022

To whom it may concern,

Due to an increase in operating costs, including rising insurance premiums, Allen Aviation is requesting that the contract price per acre increase to \$2.50 and mobilization increase to \$25000 (a onetime yearly activation fee) for the year 2025. In order for Allen Aviation to continue to provide top-of-the-line professional services, it is requested that the price be increased in order to cover the rise in operating/mobilization costs.

Thank you for your consideration in this matter. If there are any questions or a need for further clarification please don't hesitate to contact me.

Sincerely,

Shanda Allen

Allen Aviation, Inc.

843-358-3583

flyallen@sccoast.net



PRE-TRIAL SERVICES

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MARCH 17, 2025

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COURTNEY MCCOLLUM, JUSTICE SERVICES DIRECTOR

DATE: 3/17/2025

SUBJECT: APPROVAL OF RESOLUTION SUPPORTING NC DIVISION OF JUVENILE JUSTICE AND DELINQUENCY PREVENTION LEGISLATIVE REQUESTS FOR INCREASED RECURRING FUNDING FOR JUVENILE CRIME PREVENTION COUNCILS (JCPC)

BACKGROUND

The North Carolina Division of Adult Correction and Juvenile Justice (DACJJ) Office provides funds to Cumberland County's Juvenile Crime Prevention Council (JCPC) each year to assist and support programs that offer comprehensive wraparound services to juveniles. These services include intervention/prevention programming; clinical and crisis intervention services; residential and transitional living programs; juvenile court and community supervision services; and short- and long-term facility confinement services that impact Cumberland County youth and families. The annual funding amount has remained the same for several years.

The North Carolina Division of Juvenile Justice and Delinquency Prevention has requested support from counties to advocate to the General Assembly to increase the recurring funds. The increase of funds will provide more direct service support to programs and the juvenile/families that they serve. There is a great need to provide intensive services to this population and additional funding is needed to enhance and add comprehensive services.

On February 28, 2025, the JCPC Board unanimously approved the support of this resolution to be forwarded to the Board of Commissioners for approval.

RECOMMENDATION / PROPOSED ACTION

Staff recommend approval to support this Resolution by the Board of Commissioners and to authorize the Chair of the Cumberland County Board of Commissioner to sign the Resolution.

ATTACHMENTS:

Description

Type

Resolution Supporting NC Division of Juvenile Justice and Delinquency Prevention
Legislative Requests for Increased Funding for Juvenile Crime Prevention Councils
(JCPC)

Backup Material

**CUMBERLAND COUNTY
BOARD OF COMMISSIONERS**

RESOLUTION SUPPORTING NC DIVISION OF JUVENILE JUSTICE AND DELINQUENCY PREVENTION LEGISLATIVE REQUESTS FOR INCREASED RECURRING FUNDING FOR JUVENILE CRIME PREVENTION COUNCILS, COMMUNITY PROGRAMS, JUVENILE CRISIS AND ASSESSMENT CENTERS, SHORT-TERM RESIDENTIAL CONTRACT SITES, TRANSITIONAL LIVING PROGRAMS, MEDICAL/MENTAL HEALTH CRISIS UNIT CAPACITY INCREASE, and NC SECURE ALL FIREARMS EFFECTIVELY CAMPAIGN.

WHEREAS, the North Carolina Division of Juvenile Justice and Delinquency Prevention (NCDJJD) provides a service array of intervention/prevention programming; clinical and crisis intervention services; residential and transitional living programs; juvenile court and community supervision services; and short and long term facility confinement services that impact Cumberland County youth and families; and

WHEREAS, the NCDJJD provides community supervision and case management services through Juvenile Court Services that includes referrals to evidence-based local delinquency intervention and prevention programs to reduce recidivism; and

WHEREAS, the overarching mission of NCDJJD and the local Juvenile Crime Prevention Council (JCPC) is to provide diversion programming to ensure the protection of the community and rehabilitation of youth offenders in the least restrictive, most age-appropriate way possible; and

WHEREAS, Cumberland County is home to Cumberland Regional Juvenile Detention Center in the city of Fayetteville on Coliseum Drive, and has a vested interest in ensuring that juveniles receive access to community-based intervention and prevention programs as a first response to (1.) prevent Juvenile Justice system involvement or interrupt Justice system trajectory once involved and (2.) reduce costs incurred by the County to house youth in a secure detention facility; and

WHEREAS, JCPC-funded government and non-profit sectors are experiencing inflation that has outgrown existing legislative JCPC allocations, preventing the County from funding a robust service array of delinquency intervention and prevention services to supplement the County's public safety initiatives; and

WHEREAS, NCDJJD and the County have enjoyed a decades long partnership and see the value of ensuring that youth and families have access to supportive services provided by JCPC-funded intervention and prevention programs and other programmatic responses in the NCDJJD service array that directly impact Cumberland County youth and families; and

WHEREAS, the Cumberland County JCPC has been a good steward of legislative dollars by funding impactful evidence-based intervention and prevention programs while also braiding in county revenues and resources to expand programmatic reach.

WHEREAS, North Carolina is experiencing a rise in gun violence among juveniles, with firearms being the leading cause of death among the juvenile population.

NOW, THEREFORE BE IT RESOLVED, that Cumberland County Commissioners support the adequate and timely requests for reoccurring funds for Juvenile Crime Prevention Councils, Community Programs, Juvenile Crisis and Assessment Centers, Short-term Residential Contract Sites, Transitional Living Programs, and Medical/Mental Health Crisis Unit Capacity Increase, and NC SAFE Campaign that will ensure the immediate and ongoing protection of the community and strengthen rehabilitative services for those juveniles most in need.

Adopted this _____ day of _____, 2025.

Chair, Cumberland County Board of Commissioners

Clerk to the Board of County Commissioners



ASSISTANT COUNTY MANAGER GENERAL GOVERNMENT AND STEWARDSHIP

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MARCH 17, 2025

TO: BOARD OF COUNTY COMMISSIONERS

FROM: BRIAN HANEY, ASSISTANT COUNTY MANAGER FOR GENERAL GOVERNMENT & STEWARDSHIP

DATE: 3/10/2025

SUBJECT: APPROVAL OF COMMUNICATIONS POLICY FOR THE CUMBERLAND COUNTY BOARD OF COMMISSIONERS

BACKGROUND

At the request of the Chairman, the Cumberland County Public Information Office (PIO) created a draft Communications Policy for the Board of Commissioners. The intent of the policy is to establish clear and consistent procedures for PIO coverage of the Board and its members in their official capacity, as well as the use of photos, press releases, social media, and other communications related to Board of Commissioners meetings and events, and County-related activities.

Items covered under the policy include the following as they relate to County Commissioner involvement:

- PIO coverage of meetings and events involving County Commissioners
- The use of County social media channels and issuance of press releases
- The process for submitting requests and requested deadlines
- The provision of written remarks, media relations and event coordination

The draft policy was presented to the Board of Commissioners Policy Committee on March 6, 2025, and the Committee voted unanimously to move the Communications Policy forward to the Board's March 17, 2025 Regular Meeting to be considered as part of the Consent Agenda.

RECOMMENDATION / PROPOSED ACTION

Staff recommends approval of the Board of Commissioners Communications Policy.

ATTACHMENTS:

Description

Draft Board of Commissioners Communications Policy

Type

Backup Material

The Cumberland County Public Information Office is responsible for creating, coordinating and communications on behalf of Cumberland County Government and its officials in their official capacity. This includes both external communications to the public and media, as well as internal communications to the County's employees. The Public Information Office (PIO) plays an essential role in managing County communications related to official activities of the Cumberland County Board of Commissioners. The following policy and procedures are intended to ensure clear, consistent, and transparent communication to the public and media. PIO will work closely with the Clerk to the Board as the primary office responsible for coordination of Board and official Commissioner activities to ensure appropriate coverage and dissemination of information related to the activities of the Board of Commissioners and positive engagement with the community.

Purpose

The purpose of this policy is to outline the role and responsibilities of PIO staff in supporting the Cumberland County Board of Commissioners related to coverage and communication. This document serves as a guide to establish clear procedures for coverage and the use of photos, press releases, social media, and communications related to Board of Commissioners events and county-related activities. To the extent possible, PIO will strive to provide fair and equitable coverage of all County Commissioners and to ensure that Commissioner-related posts reflect the diversity of the Board's makeup and the community.

1. Photography & Videography

1.1 Criteria for PIO Attendance

- PIO staff may attend Board-related events to capture photo and/or video footage for distribution via social media, press release or other means when:
 - The event is an official noticed meeting of the Board of Commissioners.
 - Commissioners are directly participating in an official County event, to include delivering remarks.
 - The event is a special event hosted by a partner agency and is of significant community value, and Commissioners are participating in the event in an official County-related capacity. (ex: Groundbreaking or Ribbon Cutting ceremony, Press Conference)
 - The Chair or Vice Chair of the Board of Commissioners, or County Manager requests coverage.

* Questions regarding these criteria should be directed to the Chairman of the Board of Commissioners.

- In order to guarantee PIO staff attendance, events should be communicated through the Clerk to the Board at least a week prior to the event. Staff attendance at events scheduled or communicated less than a week in advance cannot be guaranteed due to prior scheduling, staff availability and ongoing coverage of other County events.
- PIO tracks assignments and workflow through a helpdesk system, so it is imperative that requests be made through the Clerk to the Board so that they may be entered as helpdesk tickets for tracking purposes.

1.2 Events Not Meeting Criteria

- If an event does not meet the above criteria and a commissioner requests coverage, the PIO can coordinate with the host organization to obtain photos and/or videos from the event. Alternatively, Commissioners may share photos and videos taken during the event along with a description of the photo and event. **Note:** PIO relies on engagement data to inform when and how content is shared via social media. Staff will attempt to schedule content related to events that fall within this section into the social media rotation, however this may not always be possible due to effective social media practices. This includes reviewing engagement data from similar posts and assessing the timing and frequency of posts, as well as the type and format of posts depending on how each social media platform prioritizes content in order to maximize engagement and reach.

1.3 Photo Usage

- All official photos and videos taken by, or shared with, PIO staff may be used by the County, Board members, and other related government communications.
- When photos are provided from a Commissioner or a partner agency for County use, they should be of sufficient quality to display clearly on social media channels.

2. Social Media Usage

2.1 Official Use Only

- The County's official social media accounts (e.g., Facebook, Twitter, Instagram, LinkedIn and NextDoor) are designated for official use and are managed by PIO. These platforms are used for:
 - Countywide events, announcements, and updates.
 - Public service messages, safety alerts, and community engagement efforts.
 - To raise awareness in the Community of important County programs and initiatives, or engagement within the community.

- To assist other local governments or partner organizations by sharing information when it is beneficial to the County's mission.
- To present Cumberland County Government and Cumberland County in a dynamic and engaging light to enhance awareness of quality-of-life, economic development and other opportunities.

2.2 Board Members' Social Media

- Commissioners may request and share images of them in their official capacity taken by PIO on their personal and/or official social media accounts. PIO will ensure photos are shared with the Clerk to the Board for record-keeping and Commissioner dissemination.
- Board members may use these official images to promote County-related activities and events on their personal and/or official social media accounts.

2.3 Photo Sharing Policy

- Content that meets the criteria established in Section 1.1 will be shared by PIO through official County social media channels and/or as part of a press release. PIO will work to determine the most appropriate and effective method of sharing information and how content can be used to best further the County's image, mission and goals.

3. Press Releases

3.1 Countywide Information

- Press releases issued by PIO will be limited to countywide information, which includes updates on County projects, initiatives, programs, or any other public matters directly impacting the county as a whole.

3.2 Press Releases About Specific Commissioners

- Press releases concerning individual commissioners may be issued in cases where the information pertains directly to official County or County-adjacent activities, such as:
 - Appointments to or achievements connected with state or federal boards and commissions.
 - Appointments to or achievements connected with government associations such as NACo or NCACC.

4. Communications Requests

4.1 Submission Process

- All communications requests from Board members, departments, or external organizations should be submitted through the Clerk to the Board's office. This will help ensure scheduling conflicts are prevented and event criteria is met.
 - Requests should be processed as official PIO tickets submitted by the Clerk to the Board's office for tracking purposes.
 - The Clerk will ensure all requests are documented and directed to the appropriate PIO staff for follow-up.
- Questions related to PIO coverage or participation should be referred to the Clerk to the Board, County Manager or Assistant County Manager over PIO.

4.2 Request Deadlines

- Requests for communications assistance (press releases, statements, public announcements, event attendance) should be made in advance (two-week advance notice when possible, but no less than one week prior to the event) to ensure PIO staff can attend.
 - PIO staff will work to effectively prioritize requests from the Board and County Management within existing prioritization and workflows. Should a project be needed prior to when the Communications Director believes it can be provided, the scope of the project may need to be adjusted to meet a requested deadline.
 - Video projects may take up to 6 - 8 weeks to film and edit, depending on the scope of the project and need to obtain original content.

5. Remarks and Public Statements

5.1 Preparation and Timing

- PIO may prepare remarks or public statements on behalf of the Board of Commissioners when requested through the Clerk to the Board.
- In order to provide the highest quality remarks possible, any information that can be provided regarding an event or content desires of the official giving the remarks is appreciated.

5.2 Review Process

- All remarks and statements will be reviewed by the Communications Director and, where applicable, by the Clerk's office and/or County Management before they are finalized.

6. General Protocols and Best Practices

6.1 Media Relations

- PIO is the official spokesperson for Cumberland County government. Media inquiries regarding County operations, the Board of Commissioners, and general County business should be directed to the PIO for response and coordination.
- As elected officials, Commissioners may be contacted directly by the media for comment on issues. These questions may be redirected through PIO, or PIO is available to assist with information and talking points, or coordination as needed.

6.2 Public Engagement

- PIO will ensure Commissioners have the necessary communication tools to engage with the public professionally and consistently, while maintaining the integrity of the County's message.

6.3 Event Coordination

- PIO will provide support for coordinating and managing media at County and Board-related events. This includes arranging press access, managing press kits, communications prior to, during and following events, and providing key messaging points when necessary, in coordination with County Subject Matter Experts (SMEs).
- To ensure dissemination of pertinent information to County residents and out-of-respect for other agencies hosting events, promotion of engagements will be limited to County hosted events and/or coordinated through the organizing agency (ex. ribbon cuttings and groundbreaking ceremonies for County facilities)

6.4 Media Distribution List

- PIO will maintain and regularly update an email distribution list of local and regional media contacts for distribution of notices and press releases regarding significant and noteworthy County events and initiatives. To the extent possible, PIO will work to notify media outlets of upcoming County events that may be of interest for coverage at least one week prior the date of the event.
- PIO will maintain a separate email list for non-media contacts where individuals and organizations may request to be included to receive County press releases distributed by the office.

6.5 Record Keeping

- All photos, press releases, and communication materials will be archived by the PIO for record-keeping and transparency purposes. This includes sharing with the Clerk's office for documentation.

7. Coordination and Planning

Each year, following the Board's selection of a Chair and Vice Chair for the coming year, the new Chair and Vice Chair will hold a meeting with the County Manager, Assistant County Manager over Public Information, and Communications Director to establish their Communications goals for the coming year. PIO will work to prioritize those goals and establish a written plan for achieving those communications goals over the coming year. This includes the discussion of any desired video projects, including the Chair's annual year-in-review video.

8. Exceptions

Exceptions to this policy may be made at the discretion and direction of the Chair or Vice Chair of the Board of Commissioners. Requests for exceptions should be made to the chair and vice chair, and communicated through the Clerk to the Board to the Communications Director in writing.

This policy is effective as of upon adoption by the Board of Commissioners and is subject to periodic review and updates by the Communications Director in consultation with the Cumberland County Board of Commissioners and Board of Commissioners' Policy Committee. It may be amended by a majority vote of the Board of Commissioners.



BUDGET AND PERFORMANCE DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MARCH 17, 2025

TO: BOARD OF COUNTY COMMISSIONERS

FROM: DEBORAH W. SHAW, BUDGET AND PERFORMANCE DIRECTOR

DATE: 3/7/2025

**SUBJECT: APPROVAL OF BUDGET ORDINANCE AMENDMENTS FOR THE
MARCH 17, 2025 BOARD OF COMMISSIONERS' AGENDA**

BACKGROUND

General Fund 101

1) Health Department – Budget Ordinance Amendment B250435 to recognize grant funds from the North Carolina Division of Public Health in the amount of \$14,584

The Board is requested to accept and approve Budget Ordinance Amendment B250435 to recognize grant funds from the North Carolina Division of Public Health in the amount of \$14,584. This funding will be used to invest and support capacity and expertise specific to Foundational Capability Accountability and Performance Management.

Please note this amendment requires no additional county funds.

2) Health Department – Budget Ordinance Amendment B250617 to increase revenues in the amount of \$574,000

The Board is requested to accept and approve Budget Ordinance Amendment B250617 to increase revenues in the amount of \$574,000. This funding will be used to align the budget to the increase in expenses for the pharmacy at the Health Department.

Please note this amendment requires no additional county funds.

3) Care Coordination for Children – Budget Ordinance Amendment B250510 to appropriate Care Coordination for Children fund balance in the amount of \$19,672

The Board is requested to accept and approve Budget Ordinance Amendment B250510 to appropriate Care Coordination for Children fund balance in the amount of \$19,672. This funding will be used to align the budget due to the payout of the employee stipend.

Please note that this amendment requires appropriation of Care Coordination for Children fund balance.

4) Pregnancy Care Management – Budget Ordinance Amendment B250515 to increase revenues in the amount of \$83,985

The Board is requested to accept and approve Budget Ordinance Amendment B250515 in the amount of \$83,985. Additional Medicaid Case Management fees earned will be used for additional operating expenses for the Pregnancy Care Management program.

Please note this amendment requires no additional county funds.

5) Library Grants – Budget Ordinance Amendment B250618 to recognize endowment funds from Cumberland County Foundation Inc. in the amount of \$5,350

The Board is requested to accept and approve Budget Ordinance Amendment B250618 to recognize endowment funds from Cumberland Community Foundation Inc. in the amount of \$5,350. These funds will be used in accordance with specific funding guidelines as indicated by endowment, which may include purchase of books, supporting library programs, or specific library spaces.

Please note this amendment requires no additional county funds.

6) Library Grants – Budget Ordinance Amendment B250501 to recognize the Reading is Fun grant funds from the Kiwanis Club of Fayetteville in the amount of \$2,427

The Board is requested to accept and approve Budget Ordinance Amendment B250501 to recognize the Reading is Fun grant funds from the Kiwanis Club of Fayetteville in the amount of \$2,427. These funds will be used to select and purchase the books that the Kiwanis Club volunteers will be reading to students in the local schools.

Please note this amendment requires no additional county funds.

Federal Drug Forfeiture Fund 204

7) Federal Drug Forfeiture – Budget Ordinance Amendment B250225 to appropriate Federal Drug Forfeiture fund balance in the amount of \$32,530

The Board is requested to approve Budget Ordinance Amendment B250225 to appropriate Federal Drug Forfeiture fund balance in the amount of \$32,530. These funds will be used to purchase license plate readers for the Interstate Crime Enforcement unit.

Please note this amendment requires appropriation of the Federal Drug Forfeiture fund balance.

NORCRESS Water and Sewer Fund 605

8) NORCRESS Water and Sewer – Budget Ordinance Amendment B250302 to recognize grant funds from North Carolina Department of Environmental Quality Division of Water Infrastructure in

the amount of \$400,000

The Board is requested to accept and approve Budget Ordinance Amendment B250302 to recognize grant funds from North Carolina Department of Environmental Quality Division of Water Infrastructure in the amount of \$400,000. This funding will be used for a Professional Engineering Agreement to complete an Asset Management and Financial Plan for the NORCRESS sewer system.

Please note that this amendment requires no additional county funds.

RECOMMENDATION / PROPOSED ACTION

At the March 6, 2025 Finance Committee meeting, the committee requested to move the budget ordinance amendments as a consent item to the March 17, 2025 Board of Commissioners' meeting for approval.



RISK MANAGEMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MARCH 17, 2025

TO: BOARD OF COUNTY COMMISSIONERS

FROM: ROBIN M. KOONCE, FINANCE DIRECTOR/CFO

DATE: 3/13/2025

SUBJECT: FISCAL YEAR 2026 HEALTH INSURANCE BENEFIT PLAN CHANGES

BACKGROUND

During the March 13, 2025, Agenda Session meeting, Ed Boardman and Kevin Quinn, brokers with USI, presented recommendations for the fiscal year 2026 Health Insurance Plan. That presentation is attached. Board members agreed to move the following recommendations forward for approval at their March 17, 2025, Regular Meeting.

1. Renew the current plan design with no changes to the coverage of GLP-1s. The total estimated increase in plan cost for FY2026 is \$3,245,678, or 11.3%.
2. Increase the monthly wellness incentive from \$30 to \$50 per month, per employee and increase employee PPO contributions 11.3% in line with the overall health insurance increase. Combined, these two changes increase employee contributions by an estimated \$415,191. This amount offsets the County's portion of the overall estimated plan increase of \$3,245,678.
3. Continue with the current BCBS pharmacy contract. While an option is available to enter into a new 3-yr contract with BCBS for pharmacy, it is recommended that the pharmacy contract be re-bid for FY 2027 at the same time as the medical contract.

RECOMMENDATION / PROPOSED ACTION

Approval of the fiscal year 2026 Health Insurance Plan as follows:

1. Renew the current plan design with no changes to the coverage of GLP-1s. The total estimated increase in plan cost for FY2026 is \$3,245,678, or 11.3%.

2. Increase the monthly wellness incentive from \$30 to \$50 per month, per employee and increase employee PPO contributions 11.3% in line with the overall health insurance increase. Combined, these two changes increase employee contributions by an estimated \$415,191. This amount offsets the County's portion of the overall estimated plan increase of \$3,245,678.

3. Continue with the current BCBS pharmacy contract with the intention of re-bidding for FY 2027 at the same time as the medical contract.

ATTACHMENTS:

Description

Type

3/13/2025 Health Insurance Renewal Presentation

Backup Material



COUNTY OF CUMBERLAND, NC

2025-2026 BENEFITS RENEWAL

March 13, 2025

THE USI ONE ADVANTAGE®
www.usi.com



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Agenda

- Current Financial Update
- 2025-2026 Renewal
Projection
- 2025-2026 Decision Points
- Renewal Timeline

2025 Healthcare Update



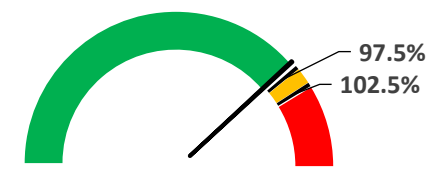
County of Cumberland



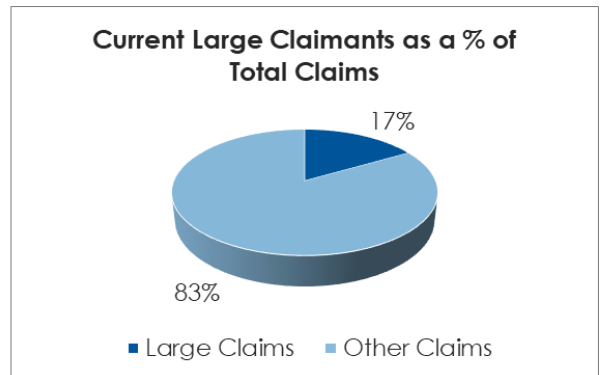
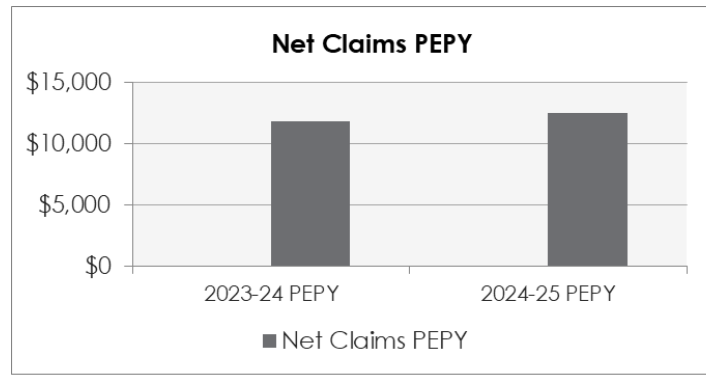
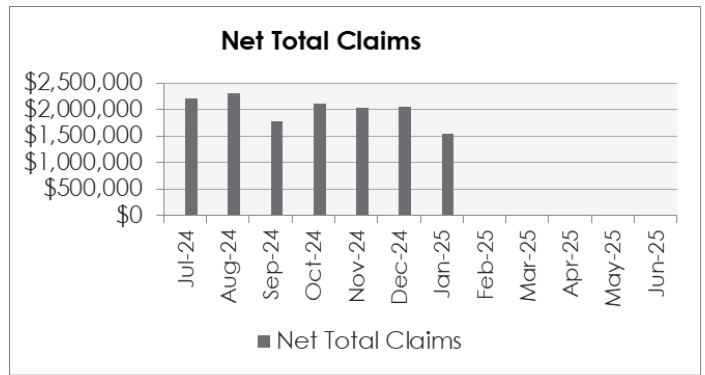
Claims Dashboard- Experience Period Ending January 31, 2025

<u>Experience Summary</u>	<u>Prior Plan Year 7/1/2023 - 01/31/2024</u>	<u>Current Plan Year 07/2024 - 01/31/2025</u>	<u>Δ from Prior</u>
Net Paid Claims	\$12,524,819	\$14,025,298	12.0%
Actual Net Cost	\$14,035,423	\$15,826,524	12.8%
Fully Insured Equivalent	\$14,122,836	\$16,574,409	17.4%
Actual Net Cost to Fully Insured Equivalent	99.4%	95.5%	
Gross Rx Claims to Total Net Claims	37.4%	42.5%	
Net Claims Per Employee Per Year	\$11,605	\$12,517	7.9%
Average Employees	1,850	1,921	3.8%

FIE to Actual Net Cost: 95.5%

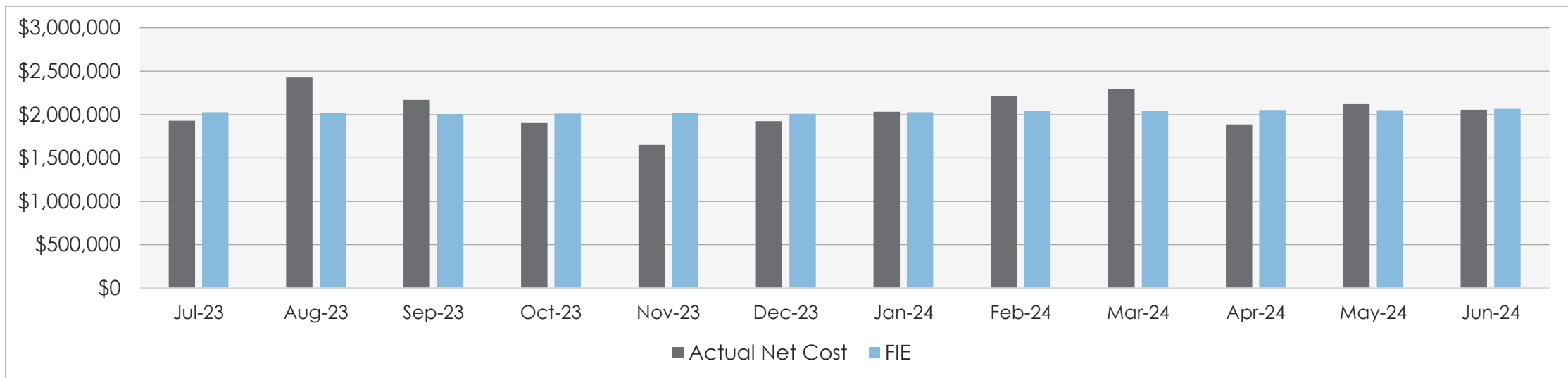
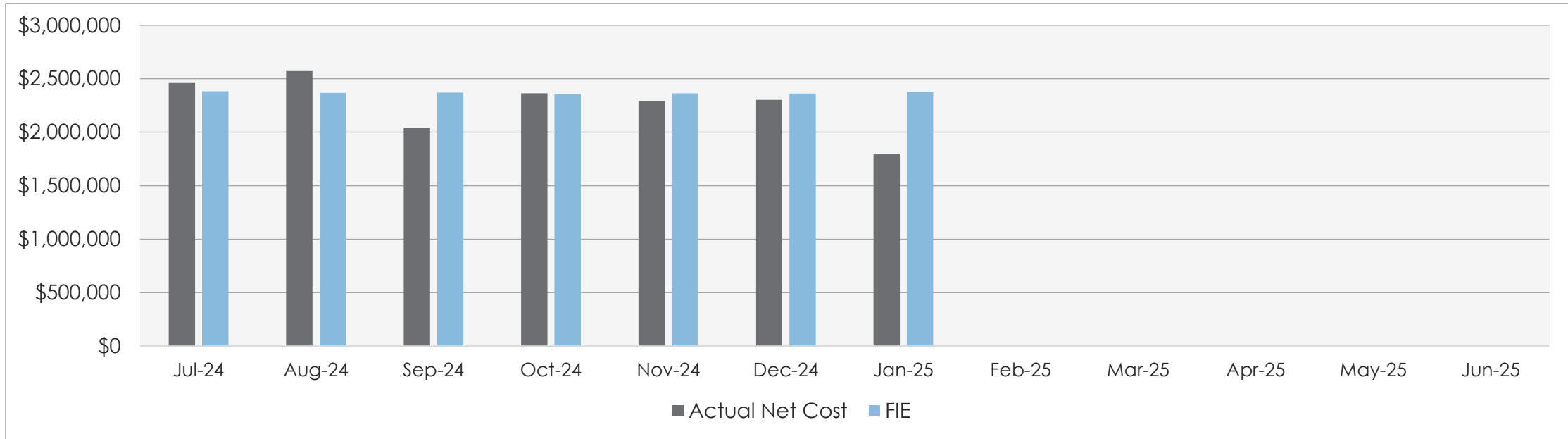


<u>Large Claimants</u>	<u>7/1/2023 - 01/31/2024</u>	<u>07/2024 - 01/31/2025</u>
Number of Large Claimants (>\$100,000)	17	15
Total Paid for Large Claimants (>\$100,000)	\$3,210,348	\$2,337,415
Claimants Over SSL (>\$200,000)	5	2
Total Paid Over SSL (>\$200,000)	(\$511,347)	\$0



*Pharmacy rebates are not included in the total costs.

Current Year vs. Prior Year Cost Summary - July 1, 2023– January 31, 2025



2025-2026 Medical Plan Renewal Summary

Stop Loss Coverage	Enrollment	Current 2024-2025	USI Projected Renewal 2025-2026
TPA/ Network		BCBS of NC	BCBS of NC
Stop Loss Carrier		BCBS of NC	BCBS of NC
Specific Stop Loss		\$200,000	\$200,000
Agg. Specific Deductible		\$200,000	\$200,000
Lasers Included		2- \$1.175M	2- \$1.175M
Fixed Costs			
Administration	1925	\$33.00	\$33.66
Annual Total		\$762,300	\$777,546
% Change			2%
Specific Stop Loss Premium		\$100.96	\$110.32
Annual Total	1925	\$2,332,176	\$2,548,392
% Change			+9.3%
Annual Total Fixed Costs		\$3,094,476	\$3,325,938
% Change			+7.5%
Claim Liability			
Claim PEPY	1925	\$13,189	\$14,755
Annual Claims total		\$25,389,019	\$28,403,235
% Change			+11.9%
Care Management Program Fees		\$242,891	\$242,891
Total Costs			
Annual Projected Costs	1925	\$28,726,386	\$31,972,064
\$ Change			\$3,245,678
% Change			+11.3%

Notes

- The projection utilizes the following:
 - The most recent 24 months of data through December 2024 with a 70%/30% credibility split.
 - Historical Client trend.
 - 3% margin.
- The Stop Loss Fee illustrates actual current and preliminary renewal rates
- Projection includes 2 lasered claims additional liability of \$1.175M



Post 65-Retiree- Projected 2026 Renewal

**January 1, 2026
Benefit Outline**

	2025 Current	Initial 2026 Projection
Carrier	Amwins	Amwins
Plan Type, Name, Network	Medical Retirees	Medical Retirees
Deductible (Individual / Family)	\$240	\$240
Out-of-Pocket Maximum (Individual / Family)	\$2,000	\$2,000
Coinsurance (In / Out)	20%	20%
Wellness / Preventive Care	100%	100%
Primary Care Office Visit	\$30 copay	\$30 copay
Prescription Drug Deductible CY	\$150.00 (Tiers 3-5 only)	\$150.00 (Tiers 3-5 only)
Retail Prescription Drug Copays	\$0 / \$10 / \$55 / \$70	\$0 / \$10 / \$55 / \$70
Mail Order Prescription Drug Copays	\$25 copay subject to RX ded / \$137.5 copay / \$175 copay subject to RX ded	\$25 copay subject to RX ded / \$137.5 copay / \$175 copay subject to RX ded
Specialty Prescription Drugs	25% with a \$50 min and \$100 max	25% with a \$50 min and \$100 max

Rates & Total Cost

Employee	543	\$326.00	\$342.30
Total Employees	543		
Annual Premium Total (w/out HSA/HRA)		\$2,124,216	\$2,230,427
Change from Current			\$106,211
Percentage Change			5%

Cumberland 2025-2026 Renewal Status

Plan/Coverage	Renewal Date	Status/Notes
BCBS Medical Plan (ASO)	7/1/2025	• Final renewal projection 11.3%
BCBS/Prime (PBM)	7/1/2026	• Conducting market check to improve contract terms and pricing for 7/1/2025
BCBS Stop Loss	7/1/2025	• Conduct market study with third part stop loss carriers
AmWins Post 65 Retirees	1/1/2026	• Initial renewal projection 5%
Delta Dental	7/1/2026	• Rate guarantee through 7/1/2026
Eye MED Vision	7/1/2025	• Renewal at 0% increase through 2027
Lincoln Financial Basic Life & AD&D	7/1/2025	• Renewal at 0% increase through 2027
Lincoln Financial Vol Life, STD & LTD	7/1/2025	• Renewal at 0% increase through 2027
Chubb AI, CI, & Life w/LTC	N/A	
Sentinel- FSA & COBRA	N/A	
B-Swift Benefit Administration	1/1/2027	• System fees are subsidized through Chubb. No additional cost to the County.
iBTR- Open Enrollment Meeting Support	7/1/2025	• The annual cost is approx. \$20,000. Negotiated the cost through Chubb. No additional cost to the County.

2025 Decision Points for Renewal

Onsite Clinic RFP- Update

- Initial RFP results were submitted by each of the vendors.
- The staffing ratios varied with each of the responses. As a result, USI requested each of the vendors to submit additional proposals matching the staffing provided by Proactive MD.
- Finalist meetings with the Proactive MD, Crossover Health, Quad Med and Marathon Health are scheduled for Friday March 14th.

Pharmacy Marketing Results- Final

3-Year Financial Totals

	Current contract	Baseline Blue Cross Blue Shield North Carolina Bid ID: 26998	SmithRx Bid ID: 27001	Health Action Council Optum* Bid ID: 26999	Incumbent renewal offer RxBenefits CVS Bid ID: 27000
Ingredient cost	\$26,656,489	\$25,333,823	\$24,814,876	\$26,015,386	\$26,777,753
Dispensing fees	\$27,872	\$27,872	\$57,752	\$47,374	\$15,741
Drug spend	\$26,684,361	\$25,361,695	\$24,872,628	\$26,062,760	\$26,793,494
Admin fees	\$470,480	\$470,480	\$159,000	\$0	\$676,189
Rebates	(\$11,603,503)	(\$12,230,657)	(\$14,108,912)	(\$9,051,150)	(\$9,454,671)
Credits	\$0	\$0	\$0	\$0	\$0
Other financial considerations	\$0	\$0	\$0	\$0	\$0
Ingredient cost shift	\$0	\$0	\$0	\$0	\$0
Rebate shift	\$0	\$0	\$0	\$0	\$0
Projected total cost	\$15,551,338	\$13,601,518	\$10,922,716	\$17,011,610	\$18,015,012
Deal improvement \$		\$1,949,820	\$4,628,622	(\$1,460,272)	(\$2,463,674)
Deal improvement %		12.54%	29.76%	-9.39%	-15.84%

- The marketing results provides an opportunity to renew with BCBS prior to the renewal with a new 3-year contract improving the pharmacy pricing.

Base PPO Proposed Medical Contributions- w/Increased \$50 Wellness Incentive

2024 Current		
PPO Non-Wellness	Enrollment	
Employee	481	\$64.32
Employee + Spouse	35	\$303.92
Employee + Child	64	\$197.99
Employee + Child (ren)	38	\$320.30
Family	33	\$411.12
Monthly Total	651	\$79,985
Annual Total		\$959,818

2025 Proposed			
PPO Non-Wellness	Enrollment		Diff
Employee	481	\$88.20	\$23.88
Employee + Spouse	35	\$354.87	\$50.95
Employee + Child	64	\$236.97	\$38.98
Employee + Child (ren)	38	\$373.10	\$52.80
Family	33	\$474.19	\$63.07
Monthly Total	651	\$99,836	
Annual Total		\$1,198,035	

2024 Current		
PPO Wellness	Enrollment	
Employee	881	\$34.32
Employee + Spouse	82	\$273.92
Employee + Child	126	\$167.99
Employee + Child (ren)	69	\$290.30
Family	58	\$381.12
Monthly Total	1216	\$116,000
Annual Total		\$1,391,997

2025 Proposed \$50 Credit			
PPO Wellness	Enrollment		Diff
Employee	881	\$38.20	\$3.88
Employee + Spouse	82	\$304.87	\$30.95
Employee + Child	126	\$186.97	\$18.98
Employee + Child (ren)	69	\$323.10	\$32.80
Family	58	\$424.19	\$43.07
Monthly Total	1216	\$129,108	
Annual Total		\$1,549,293	

Total Annual Employee Contributions	1867	\$2,351,815
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Total Annual Employee Contributions	1867	\$2,747,328
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Notes

Assumes a 11.3% increase in the current employee non-wellness contributions as an illustration.

Difference \$395,512.44

Buy Up PPO Proposed Medical Contributions- w/Increased \$50 Wellness Incentive

2024 Current		
PPO Non-Wellness	Enrollment	
Employee	13	\$154.96
Employee + Spouse	3	\$421.86
Employee + Child	4	\$304.67
Employee + Child (ren)	4	\$439.57
Family	1	\$540.82
Monthly Total	25	\$6,798
Annual Total		\$81,573

2025 Proposed			
PPO Non-Wellness	Enrollment		Diff
Employee	13	\$189.08	\$18.59
Employee + Spouse	3	\$486.14	\$50.62
Employee + Child	4	\$355.70	\$36.56
Employee + Child (ren)	4	\$505.85	\$52.75
Family	1	\$618.54	\$64.90
Monthly Total	25	\$7,981	
Annual Total		\$95,774	

2024 Current		
PPO Wellness	Enrollment	
Employee	5	\$124.96
Employee + Spouse	2	\$391.86
Employee + Child	4	\$274.67
Employee + Child (ren)	0	\$409.57
Family	3	\$510.82
Monthly Total	14	\$4,040
Annual Total		\$48,475

2025 Proposed \$50 Credit			
PPO Wellness	Enrollment		Diff
Employee	5	\$139.08	\$18.59
Employee + Spouse	2	\$436.14	\$50.62
Employee + Child	4	\$305.70	\$36.56
Employee + Child (ren)	0	\$455.85	\$52.75
Family	3	\$568.54	\$64.90
Monthly Total	14	\$4,496	
Annual Total		\$53,953	

Total Annual Employee Contributions	39	\$130,048
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Total Annual Employee Contributions	39	\$149,727
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Notes

Assumes a 11.3% increase in the current employee non-wellness contributions as an illustration.

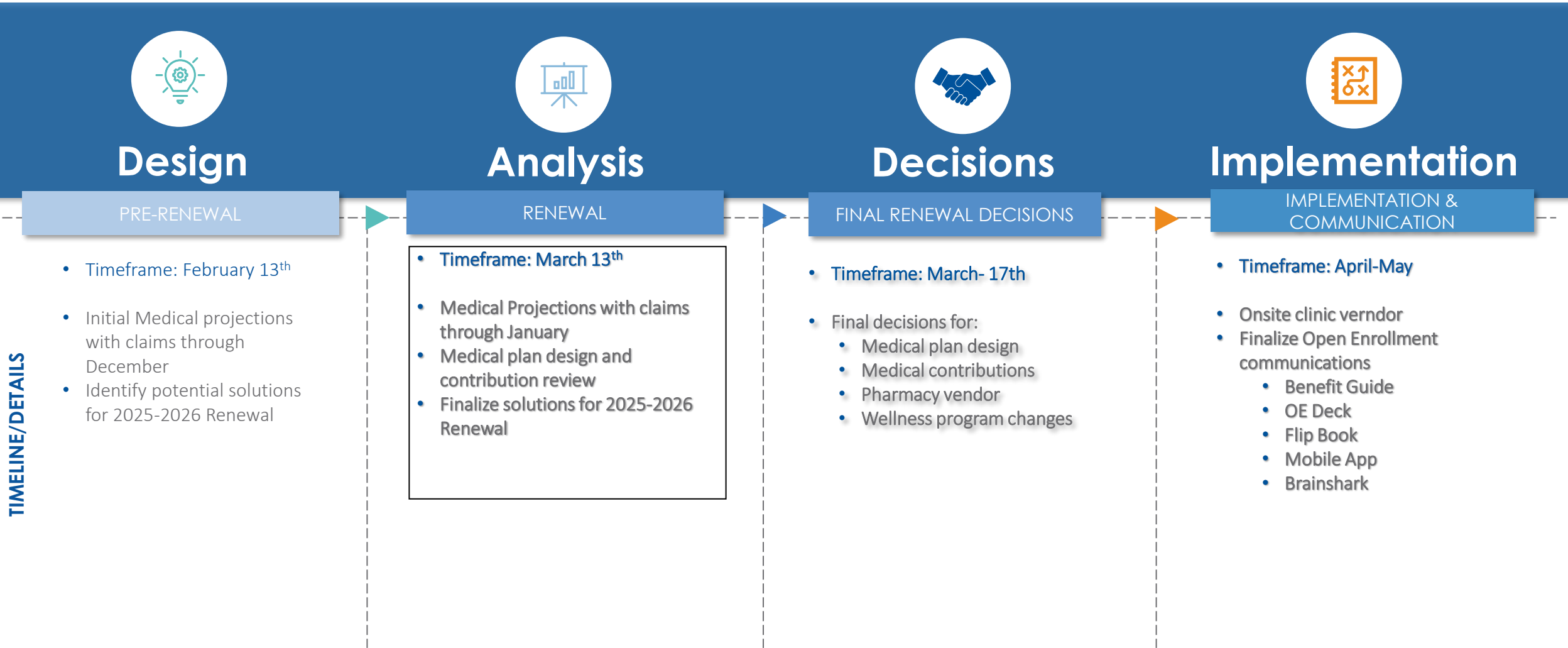
Difference

\$19,678.45

2025-2026 Recommendations for Board Consideration

Coverage	Recommendation	Estimated Cost Impact	Comments
Medical and Pharmacy	Renew with BCBS of NC with the 11.3% projected 2025 plan gross cost increase.	\$3,245,678	<ul style="list-style-type: none"> Renew with current plan designs and no changes to the coverage of GLP-1s
Onsite Clinic RFP	Review ProActive MD renewal proposal and compare contract and pricing terms with other vendors.	TBD	<ul style="list-style-type: none"> Finalist meetings scheduled for 3/14
Wellness Incentives and Medical Plan Contribution Increase	Increase wellness incentives to incentivize the wellness program participation..	(\$415,191)	<ul style="list-style-type: none"> Increase wellness incentive to \$50 PEPM, and increase contributions in line with renewal increase 11.3%
Pharmacy Marketing	Review Prime Therapeutic's /BCBS renewal proposal and compare contract and pricing terms with other PBM vendors.	(\$1,950,000)	<ul style="list-style-type: none"> Improved discounts and rebate guarantees over a new 3-year contract. Savings projection does not include the early termination penalty with BCBS retaining the earned but unpaid rebates.
Stop Loss Carrier Marketing	Market the stop loss to compare current BCBS policy and consider alternative deductibles.	TBD	<ul style="list-style-type: none"> Benchmark stop loss and provide alternative deductible options.

Next Steps:



Appendix

Cumberland- Benefits Historical Review

USI ONE®, is a **fundamentally different** approach to risk management, integrating **proprietary business analytics** with a **networked team of local and national experts** in a **consultative planning process** that generates targeted recommendations for improving employee benefit plans.

Prior Plan Years	2022 Plan Year	2023 Plan Year	2024 Plan Year
<ul style="list-style-type: none"> Conducted full on-sight clinic RFP to explore options replacing current provider, Novant. Implemented AmWins Post 65 retiree program, saving the County approx. \$2M. Market voluntary programs to provide tech credits to offset cost of ben. admin. system. Implemented enhanced pharmacy benefit for post 65 Retirees. 	<ul style="list-style-type: none"> Implemented new on-site health clinic partner with ProActive MD. Changed pharmacy rebate structure to 100% pass through. Projected savings to Cumberland over \$1M/year. Implemented \$200K agg/spec to offset stop loss lasers of 2 claimants \$1.2M. Negotiated 0% multi-year renewal with Delta Dental 	<ul style="list-style-type: none"> Marketed the medical plan administration and reviewed BCBS network discounts. Plan design changes- added \$50 specialist copay and removed the \$1,000 HRA. Changed drug formulary to exclude wasteful drugs. \$304,610 savings Implemented a Manufacturer Assistance Coupon Program to help reduce high-cost specialty medications. \$236,376 savings Implemented Diabetes solution through Livongo to help manage chronic conditions. 	<ul style="list-style-type: none"> Introduced more plan choice with adding a Buy-Up PPO plan option. Reviewed strategies to control GLP-1-weight loss/diabetes medication utilization. Increased employee contributions in line with overall medical plan projected increase +13%. The actual pharmacy rebates paid in 2024 were over \$3M. Presented enhanced incentivized physician engagement wellness strategy to improve population health. Considered adding spouses and retirees. Reviewed Medicare Advantage options to help reduce post 65 retiree costs. Reviewed benchmark data against other NC County and Municipal clients.

2024-2025 Current Medical Plans

Benefits	Current Blue Options PPO		Blue Options PPO Alt. Buy-Up	
	In-Network	Out-Network	In-Network	Out-Network
Annual Deductible: Single/Family	\$2,000 / \$6,000	\$3,000 / \$9,000	\$1,000 / \$3,000	\$3,000 / \$9,000
Out of Pocket Max: Single/Family	\$5,000 / \$12,000	\$6,000 / \$21,000	\$3,500 / \$7,000	\$6,000 / \$21,000
Coinsurance	80%	70%	80%	70%
Office Visits - Primary	\$30 Copay	Deductible, then 30%	\$25 Copay	Deductible, then 30%
Office Visits - Specialist	\$50 Copay	Deductible, then 30%	\$40 Copay	Deductible, then 30%
Preventive Care	100%	Deductible, then 30%	100%	Deductible, then 30%
Emergency	Deductible, then 20%	Deductible, then 20%	Deductible, then 20%	Deductible, then 20%
Urgent Care	Deductible, then 20%	Deductible, then 30%	Deductible, then 20%	Deductible, then 30%
Inpatient Hospital	Deductible, then 20%	Deductible, then 30%	Deductible, then 20%	Deductible, then 30%
Outpatient Hospital	Deductible, then 20%	Deductible, then 30%	Deductible, then 20%	Deductible, then 30%
H.S.A./HRA Contribution	NA		NA	
Pharmacy Deductible	\$150	NA	\$150	NA
Pharmacy	\$10/10/55/70/25% after deductible	NA	\$10/10/55/70/25% after deductible	NA
In-house Pharmacy	\$0/0/\$25/\$40/NA	NA	\$0/0/\$25/\$40/NA	NA

USI 2024 Benchmark Study - Traditional Plans

In Network Benefits	Cumberland Core PPO	Cumberland Buy-Up PPO	NC Government Client- A	NC Government-Client-A	NC Government-Client- B	NC Government-Client- B	NC Government Client- B	NC Government Client- C	NC Government Client- C
Deductible (Single / Family)	\$2,000 / \$6,000	\$1,000 / \$3,000	\$500 / \$1,000	\$1,000 / \$2,000	\$525 / \$1,050	\$750 / \$1,500	\$600 / \$1,200	\$1,750 / \$3,500	\$1,500 / \$3,000
Coinsurance	20%	20%	20%	20%	5%	30%	20%	20%	20%
OOP Maximum (Single / Family)	\$5,000 / \$12,000	\$5,000 / \$12,000	\$2,500 / \$5,000	\$3,500 / \$7,000	\$1,370 / \$2,740	\$2,250 / \$4,500	\$1,600 / \$ 3,200	\$6,600 / \$13,200	\$6,350 / \$12,700
Office Visit Copay PCP / Specialist	\$30 \$50	\$30 \$50	\$20 \$40	\$20 \$45	\$25 \$40	\$25 \$40	\$25 \$40	\$30 Ded & Coins	\$30 \$60
Emergency Room Copay Urgent Care Copay	Ded & Coins Ded & Coins	Ded & Coins Ded & Coins	\$200 \$40	\$240 \$45	\$150 \$40	\$150 \$40	\$150 \$40	Ded & Coins \$60	\$150 \$50
Inpatient Hospital Outpatient Surgery	Ded & Coins Ded & Coins	Ded & Coins Ded & Coins	Ded & Coins Ded & Coins	Ded & Coins Ded & Coins	Ded & Coins Ded & Coins	Ded & Coins Ded & Coins	Ded & Coins Ded & Coins	\$250 Ded & Coins	Ded & Coins Ded & Coins
Prescription Drugs									
Retail (30 days supply)									
Tier 1 Generics	\$10	\$10	\$10	10%	5%	30%	20%	\$10	\$10
Tier 2 Preferred	\$10	\$10	\$25	20%	\$40	\$40	\$40	\$35	\$35
Tier 3 Brand Name	\$55	\$55	\$50	30%	\$50	\$50	\$50	\$50	\$55
Actuarial Value									
	76%	80%	86%	83%	91%	83%	87%	82%	78%

USI 2024 Benchmark Study - Traditional Plans

In Network Benefits	Cumberland Core PPO	Cumberland Buy-Up PPO	NC Government Client -D	NC Government Client- E	NC Government Client- E
Deductible <i>(Single / Family)</i>	\$2,000 / \$6,000	\$1,000 / \$3,000	\$2,500 / \$5,000	\$1,250 / \$2,500	\$750 / \$1,500
Coinsurance	20%	20%	0%	30%	30%
OOP Maximum <i>(Single / Family)</i>	\$5,000 / \$12,000	\$5,000 / \$12,000	\$3,500 / \$7,000	\$3,750 / \$7,150	\$3,000 / \$6,000
Office Visit Copay PCP / Specialist	\$30 \$50	\$30 \$50	\$20 \$40	Ded & Coins Ded & Coins	\$35 \$45
Emergency Room Copay Urgent Care Copay	Ded & Coins Ded & Coins	Ded & Coins Ded & Coins	\$150 \$40	Ded & Coins Ded & Coins	\$150 \$45
Inpatient Hospital Outpatient Surgery	Ded & Coins Ded & Coins	Ded & Coins Ded & Coins	Ded & Coins Ded & Coins	Ded & Coins Ded & Coins	Ded & Coins Ded & Coins
Retail (30 days supply)					
<i>Tier 1 Generics</i>	\$10	\$10	\$10	\$10	\$10
<i>Tier 2 Preferred</i>	\$10	\$10	\$30	\$35	\$30
<i>Tier 3 Brand Name</i>	\$55	\$55	\$50	\$50	\$55
Actuarial Value					
	76%	80%	82%	75%	82%

In-House Pharmacy Utilization – GLP-1 (2023-2024)

Rank*	Drug Name	Core Category	Plan Paid	Total Rx
1	WEGOVY INJ 2.4MG	WEIGHT MANAGEMENT	\$ 781,426.44	640
2	OZEMPIC INJ 4MG/3ML	DIABETES	\$ 230,152.60	252
3	OZEMPIC INJ 8MG/3ML	DIABETES	\$ 244,662.12	240
4	WEGOVY INJ 1.7MG	WEIGHT MANAGEMENT	\$ 174,132.45	141
5	MOUNJARO INJ 7.5/0.5	DIABETES	\$ 139,552.66	134
6	OZEMPIC INJ 2MG/3ML	DIABETES	\$ 117,650.68	128
7	WEGOVY INJ 0.25MG	WEIGHT MANAGEMENT	\$ 134,963.80	111
8	MOUNJARO INJ 10MG/0.5	DIABETES	\$ 111,044.99	108
9	WEGOVY INJ 0.5MG	WEIGHT MANAGEMENT	\$ 124,687.05	103
10	MOUNJARO INJ 5MG/0.5	DIABETES	\$ 99,346.72	100
11	WEGOVY INJ 1MG	WEIGHT MANAGEMENT	\$ 116,666.55	96
12	MOUNJARO INJ 12.5/0.5	DIABETES	\$ 68,914.26	68
13	SAXENDA INJ 18MG/3ML	WEIGHT MANAGEMENT	\$ 87,909.09	66
14	RYBELSUS TAB 14MG	DIABETES	\$ 86,360.52	60
15	MOUNJARO INJ 15MG/0.5	DIABETES	\$ 58,346.97	57
16	MOUNJARO INJ 2.5/0.5	DIABETES	\$ 53,343.93	56
17	TRULICITY INJ 1.5/0.5	DIABETES	\$ 65,398.71	49
18	TRULICITY INJ 3/0.5	DIABETES	\$ 43,128.90	41
19	ZEPBOUND INJ 5/0.5ML	WEIGHT MANAGEMENT	\$ 36,980.06	39
20	TRULICITY INJ 4.5/0.5	DIABETES	\$ 49,245.96	33
21	RYBELSUS TAB 7MG	DIABETES	\$ 46,317.44	28
22	ZEPBOUND INJ 2.5MG	WEIGHT MANAGEMENT	\$ 20,969.18	22
23	TRULICITY INJ 0.75/0.5	DIABETES	\$ 19,557.38	17
24	ZEPBOUND INJ 7.5MG	WEIGHT MANAGEMENT	\$ 15,163.04	16
25	ZEPBOUND INJ 10/0.5ML	WEIGHT MANAGEMENT	\$ 13,267.66	14
26	VICTOZA INJ 18MG/3ML	DIABETES	\$ 19,943.74	13
27	ZEPBOUND INJ 12.5MG	WEIGHT MANAGEMENT	\$ 11,492.28	12
28	ZEPBOUND INJ 15/0.5ML	WEIGHT MANAGEMENT	\$ 7,661.52	8
29	RYBELSUS TAB 3MG	DIABETES	\$ 5,934.80	7
30	SOLIQUA INJ 100/33	DIABETES	\$ 5,685.13	2
			\$ 2,989,906.63	

*drugs ranked by Total Rx count

87% YOY increase in total claim cost.

Retail Pharmacy Utilization – GLP-1 (2023-2024)

Rank*	Drug Name	Core Category	Plan Paid	Total Rx
1	WEGOVY INJ 2.4MG	WEIGHT MANAGEMENT	\$ 143,515.78	106
2	OZEMPIC INJ 8MG/3ML	DIABETES	\$ 57,432.92	50
3	OZEMPIC INJ 4MG/3ML	DIABETES	\$ 45,024.65	44
4	OZEMPIC INJ 2MG/3ML	DIABETES	\$ 37,110.39	38
5	MOUNJARO INJ 5MG/0.5	DIABETES	\$ 35,629.70	36
6	WEGOVY INJ 1.7MG	WEIGHT MANAGEMENT	\$ 32,109.07	27
7	MOUNJARO INJ 7.5/0.5	DIABETES	\$ 25,163.86	25
8	TRULICITY INJ 3/0.5	DIABETES	\$ 14,607.47	18
9	WEGOVY INJ 0.25MG	WEIGHT MANAGEMENT	\$ 17,646.94	16
10	TRULICITY INJ 0.75/0.5	DIABETES	\$ 13,057.37	15
10	MOUNJARO INJ 10MG/0.5	DIABETES	\$ 14,690.07	15
12	WEGOVY INJ 1MG	WEIGHT MANAGEMENT	\$ 14,546.01	13
13	WEGOVY INJ 0.5MG	WEIGHT MANAGEMENT	\$ 14,036.40	11
13	TRULICITY INJ 1.5/0.5	DIABETES	\$ 11,085.30	11
15	ZEPBOUND INJ 2.5MG	WEIGHT MANAGEMENT	\$ 8,789.82	10
16	ZEPBOUND INJ 5/0.5ML	WEIGHT MANAGEMENT	\$ 8,266.59	9
17	MOUNJARO INJ 2.5/0.5	DIABETES	\$ 6,892.27	8
18	MOUNJARO INJ 15MG/0.5	DIABETES	\$ 6,760.11	7
18	ZEPBOUND INJ 7.5MG	WEIGHT MANAGEMENT	\$ 6,210.22	7
20	MOUNJARO INJ 12.5/0.5	DIABETES	\$ 5,724.53	6
21	TRULICITY INJ 4.5/0.5	DIABETES	\$ 3,773.95	5
22	ZEPBOUND INJ 10/0.5ML	WEIGHT MANAGEMENT	\$ 3,793.05	4
23	RYBELSUS TAB 7MG	DIABETES	\$ 4,863.92	3
23	RYBELSUS TAB 14MG	DIABETES	\$ 7,391.19	3
23	VICTOZA INJ 18MG/3ML	DIABETES	\$ 3,111.48	3
26	SAXENDA INJ 18MG/3ML	WEIGHT MANAGEMENT	\$ 1,125.96	2
26	ZEPBOUND INJ 15/0.5ML	WEIGHT MANAGEMENT	\$ 1,587.63	2
28	SOLIQUA INJ 100/33	DIABETES	\$ 2,050.70	1
28	ZEPBOUND INJ 12.5MG	WEIGHT MANAGEMENT	\$ 938.57	1
			\$ 546,935.92	

*drugs ranked by Total Rx count

**33% YOY
increase in total
claim cost.**



Voluntary Benefits- Employees Want Choices

Increased medical costs and evolving risks have employee's wanting more options.



- In 2023, 70% of Employees say they are interested in customizable benefits. ¹
- 60% of employees say they are interested in a wider array of non-medical benefits. ²
- 87% of employers offer voluntary benefits. ³

Financial Wellness	Mental Health
Hospital Indemnity	Critical Illness
Long-Term Care	Accident
ID – Digital Theft	Youth Sports
Legal Insurance	Pet Insurance
Benefits for Part-Time Employees	
Student Loan Reimbursement	

¹MetLife "MeLife's 21st Annual U.S. Employee Benefit Trends Study
²MetLife "MeLife's 21st Annual U.S. Employee Benefit Trends Study
³Mercer's National Survey of Employer-Sponsored Health Plans, 2022 (National 500+)

Disclosures

CONFIDENTIAL AND PROPRIETARY: The information, including but not limited to, text, graphics, images and other material contained on this document is for informational purposes only. The purpose of this benchmarking report is to promote understanding and knowledge of the topics contained therein. It is not intended to be a substitute for professional risk management advice. USI does not accept any responsibility for the content of the information provided or for consequences of any actions taken on the basis of the information provided.



OFFICE OF THE COUNTY ATTORNEY

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MARCH 17, 2025

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COUNTY ATTORNEY

DATE: 3/14/2025

SUBJECT: CONSIDERATION OF INCENTIVES FOR PROJECT CROSSFIT

BACKGROUND

The board must conduct a public hearing to receive public comments on the grant of economic development incentives for Project Crossfit. The Confirmation of Order for the ad for this public hearing is attached. The Publisher's Affidavit will be placed on the consent agenda of the first regular meeting after it is received as a consent item to create a permanent record in the minutes. This matter will be presented by Robert Van Geons. His memo and description of the project are attached.

RECOMMENDATION / PROPOSED ACTION

The board is to hold the public hearing, receive and consider any comments received, and specify the terms of the incentives agreement.

ATTACHMENTS:

Description	Type
Confirmation of Order for Ad	Backup Material
Van Geon's Memo to Board	Backup Material
Project Description	Backup Material

Schedule for ad number LWLM02488420

Fri Mar 7, 2025

Fayetteville Observer

All Zones

Job Details

Order Number:

LWLM0248842

Classification:

Public Notices

Package:

General Package

Additional Options:

1 Affidavit \$5.00

Total payment:

\$142.34

Account Details

Cumb Co Attorney'S,Myra Brooks

Po Box 1829 COUNTY ATTORNEY'S OFFICE/LEGAL DEPT.

Fayetteville, NC ♦ 28302-1829

910-678-7762

mbrooks@cumberlandcountync.gov

Cumb Co Attorney'S,Myra Brooks

NOTICE OF PUBLIC HEARING

Notice is hereby given that the Cumberland County Board of Commissioners will hold a public hearing in Room 118 of the County Courthouse at 117 Dick Street, Fayetteville, on March 17, 2025, beginning at 6:45 p.m., or as soon thereafter as may be heard in accordance with N.C.G.S. 158-7.1(c) to receive public comments on the proposed grant of economic development incentives being considered for "Project CrossFit," a US headquartered company that is considering 14 acres of land on Aviation Parkway for its headquarters and new manufacturing facility. The project shall create an investment in real property and business equipment that will increase the tax base by \$4,100,000 over the next five years and create 72 new full-time jobs in the county by 2029 with an average wage exceeding \$47,724. The county's proposed incentive offer is a grant not to exceed \$88,170 to be paid over five years. All interested persons are invited to attend and present their views.

Andrea Tebbe Clerk to the Board

March 7 2025

LWLM0248842

To: Clarence Grier, County Manager

CC:

From: Robert M. Van Geons

Date: March 10, 2025

RE: March 17, 2025 – Public Hearing Regarding Incentives for Project Crossfit

We appreciate the Board of County Commissioners setting a public hearing for this project. In accordance with North Carolina General Statute §158-7.1(c), Public Notice was advertised on March 7.

Project Crossfit is a U.S.-based leader in the air dome construction industry. They are considering vacant property on Aviation Parkway for their new headquarters, manufacturing, and distribution facility. If selected, the proposed project would:

- Create 72 new jobs by 2027
- Pay an average wage exceeding \$47,734 per year
- Construct a new manufacturing facility of approximately 50,000-74-000 square feet
- Invest more than \$4.1 million in real estate improvements and equipment by 2029

The company is considering locations in Georgia and Minnesota. This project would inject more than \$3.4 million of annual payroll into our community, paying wages 1 percent above our private sector average. Importantly, this project would serve as a gateway to additional development in the airport area in the future.

Provided the company meets the requirements for investment and job creation, we respectfully request that Cumberland County:

- Approve a local incentive grant, not to exceed \$88,170
- The incentive grant will be paid in installments over five years

If successful in securing this project, Cumberland County would benefit from the tax revenue generated by the facility, economic activity stimulated by its construction, and wages paid to the employees. At a minimum, we project:

- When complete, Cumberland County will receive more than \$227,000 in new tax revenue over the next ten years
- The City of Fayetteville will receive more than \$165,000 in new tax revenue over the next ten years

- Employee wages will contribute more than \$3,500,000 to the local economy each year

We welcome any questions you may have and respectfully request that you consider this project favorably.

Project Crossfit

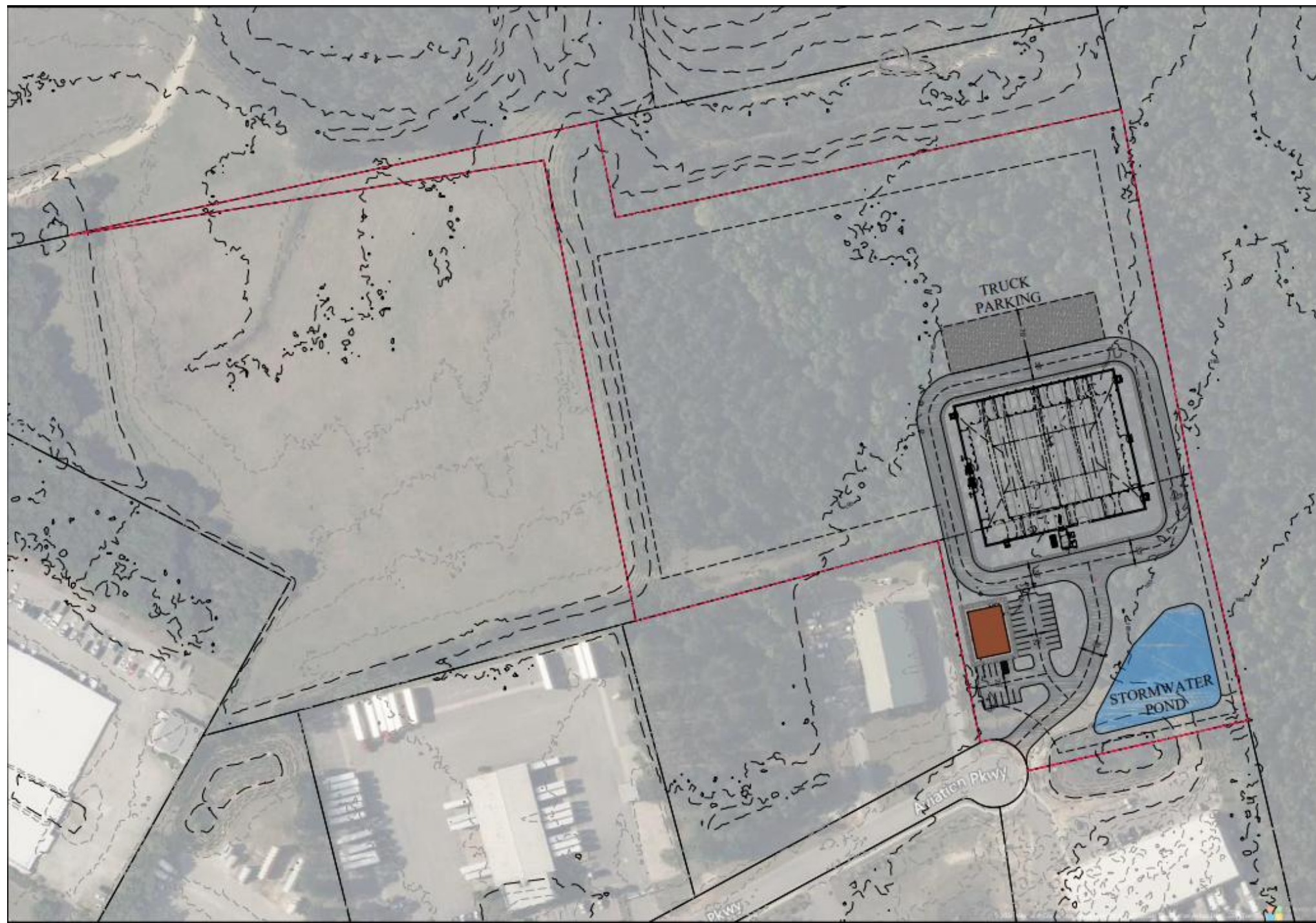
Confidential



Bottom Line Up Front

- Request open public hearing
- Request approval of \$88,170 cash grant







Questions?



PLANNING AND INSPECTIONS DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MARCH 17, 2025

TO: BOARD OF COUNTY COMMISSIONERS

FROM: RAWLS HOWARD, DIRECTOR OF PLANNING AND INSPECTIONS

DATE: 3/3/2025

SUBJECT: CASE # ZON-25-0002

BACKGROUND

ZON-25-0002: Rezoning from A1 Agricultural District to A1A Agricultural District or to a more restrictive zoning district for a 1.75 +/- acre portion of a 3.91 +/- acre parcel; located on the eastside of Ramsey Street, north of Linden Road; submitted by Lisa Clifton (Agent) on behalf of Todd and Stephen Clifton (Owners).

RECOMMENDATION / PROPOSED ACTION

Planning Board Meeting Date: February 18, 2025

Planning Board Action: Recommended approval of the rezoning request from A1 Agricultural District to A1A Agricultural District at their February 18, 2025, 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-25-0002, Planning and Inspections staff recommends approval of the rezoning request from A1 Agricultural District to A1A Agricultural District. Staff finds that the request is consistent with the North Central Area Land Use Plan which calls for "Rural/Agricultural" 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-25-0002, I move to approve the rezoning request from A1 Agricultural District to A1A

Agricultural District. The Board finds that the request is consistent with the North Central Area Land Use Plan which calls for “Rural/Agricultural” 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.

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-25-0002, I move to deny the rezoning request from A1 Agricultural District to A1A Agricultural District and find that the request is not consistent with the North Central Area Land Use Plan which calls for “Rural /Agricultural” at this location. The request is not reasonable or in the public interest because_____.

ATTACHMENTS:

Description

CASE # ZON-25-0002

Type

Backup Material



Cumberland County Joint Planning Board

March 17, 2025

MEMO TO: Cumberland County Board of Commissioners

FROM: Rawls Howard, Director of Planning & Inspections

SUBJECT: **ZON-25-0002:** Rezoning from A1 Agricultural District to A1A Agricultural District or to a more restrictive zoning district for a 1.75 +/- acre portion of a 3.91 +/- acre parcel; located on the eastside of Ramsey Street, north of Linden Road; submitted by Lisa Clifton (Agent) on behalf of Todd and Stephen Clifton (Owners).

ACTION: The Planning Board recommended approval of the rezoning request from A1 Agricultural District to A1A Agricultural District at their February 18, 2025, meeting for the reasons stated and as fully reflected in the meeting minutes which are incorporated herein by reference.

MINUTES OF FEBRUARY 18, 2025

In Case ZON-25-0002, Planning and Inspections staff recommends approval of the rezoning request from A1 Agricultural District to A1A Agricultural District. Staff finds that the request is consistent with the North Central Area Land Use Plan which calls for "Rural/Agricultural" 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-25-0002, Mr. Crumpler made a motion, seconded by Mrs. Lynd to approve the rezoning request from A1 Agricultural District to A1A Agricultural District. The Board finds that the request is consistent with the North Central Area Land Use Plan which calls for "Rural/Agricultural" 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.

REQUEST

Rezoning A1 to A1A

Applicant requests a rezoning from A1 Agricultural District to A1A Agricultural District for 1.75 +/- acres located at 10904 Ramsey Street (East of Ramsey St., North of Linden Rd.), approximately one-third of a mile south of Harnett County line. The intent of the property owner is to subdivide an existing parcel (zoned A1 Agriculture with two homes and containing 3.91 +/- acres) into two residential lots: one containing 1.75 +/- acres and the other 2.16 +/- acres for each home. As the proposed 1.75-acre lot does not meet the minimum two-acre lot size for the A1 Agricultural District, the owner desires to change its zoning to the A1A District, which allows a minimum lot size of one acre, to allow the subdivision. The current, parent parcel has two residential structures and an accessory structure in use. A survey of the proposed parcel subdivision and legal description are provided in the attachments.

PROPERTY INFORMATION

OWNER/APPLICANT: Todd and Stephen Clifton (Owner); Lisa Clifton (Agent)

ADDRESS/LOCATION: Refer to Exhibit "A", Location & Zoning Map. Address: 10904 Ramsey St., Linden, NC 28356. REID number: 0564691091000.

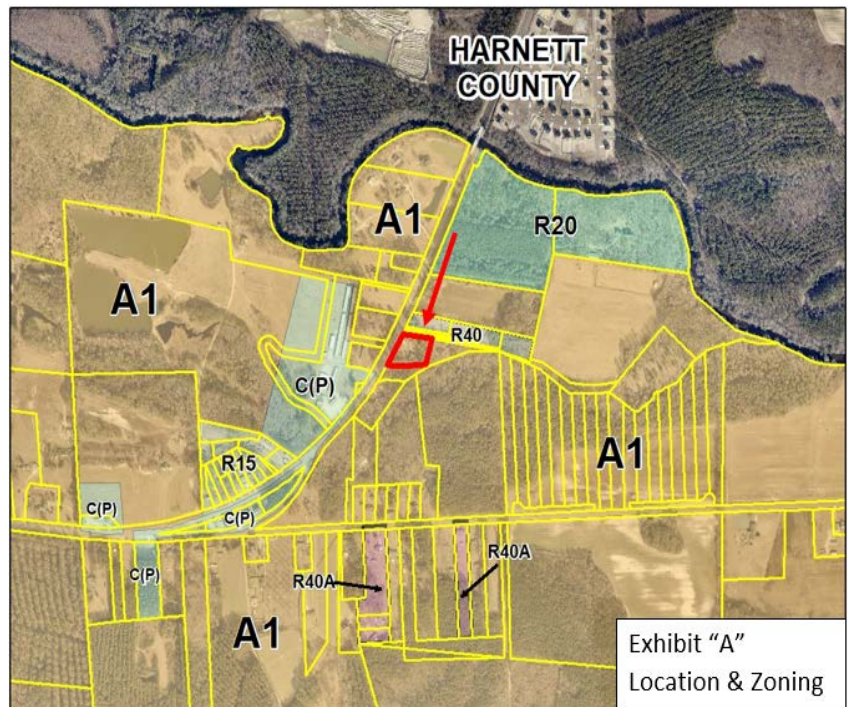
SIZE: The requested rezoning parcel contains approximately 1.75 acres. Road frontage for this proposed parcel along Ramsey St is 310.00 feet. The property is approximately 370 feet in length at its deepest point.

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

EXISTING LAND USE: The parcel under consideration currently has one residential structure and an accessory structure on it. Exhibit "B" shows the existing use of the subject property.

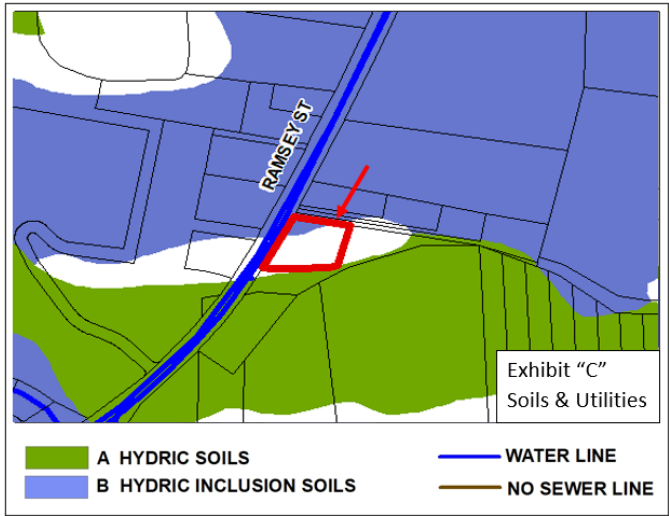
SURROUNDING LAND USE: Exhibit "A" illustrates the following:

- **North:** Wooded lands and single-family homes.
- **East:** Wooded lands, farmlands, and the Sardis Church of Linden cemetery.
- **West:** Single family homes and a commercial storage facility.



- **South:** Wooded lands and single-family homes.

OTHER SITE CHARACTERISTICS: The site is not located in a Watershed nor within a Flood Zone Hazard Area. The subject property, as delineated in Exhibit "C", illustrates the presence of hydric and hydric inclusion soils at the northern and southern perimeter of the 1.75-acre rezoning site.

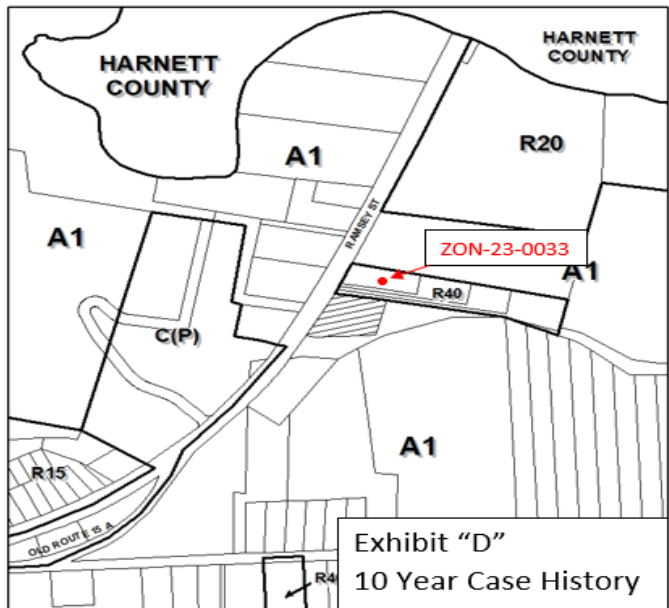


TEN YEAR ZONE CASE HISTORY:

Exhibit "D" denotes rezoning cases within the past ten years near the subject property:

- ZON-23-0033: A1 to R40; approved.

DEVELOPMENT REVIEW: Should the request be approved, the property owner intends to submit a preliminary plan and plat to subdivide the 1.75-acre site from the parent parcel. Any subdivision must occur consistent with County Subdivision and Zoning Ordinances.



DIMENSIONAL PROVISIONS FOR REQUESTED DISTRICT:

Minimum Standard	A1 (Existing Zoning)	A1A (Proposed)
Front Yard Setback	50 feet	50 feet
Side Yard Setback	20 feet	20 feet
Rear Yard Setback	50 feet	50 feet
Lot Area	2 Acres	1 Acre
Lot Width	100'	100'

Development Potential:

Existing Zoning (A1)	Proposed Zoning (A1A)
1 dwelling unit	2 dwelling units

- Lot count may be rounded-up when a fraction occurs. When any requirement of this ordinance results in a fraction of a unit, a fraction of one-half or more shall be considered a whole unit, and a fraction of less than one-half shall be disregarded.

COMPREHENSIVE PLANS:

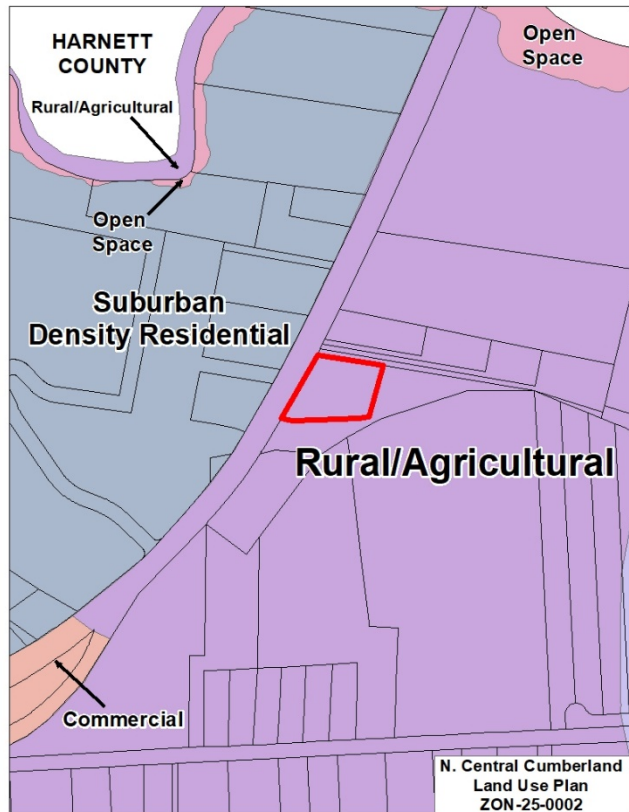
This property is located in the North Central Area Land Use Plan (2024). The future land use classification of the property is "Rural/Agricultural".

The associated zoning districts for "Rural/Agricultural" are A1, A1A, R40, R40A & Density Development.

The proposed rezoning request is consistent with the future land use plan.

FUTURE LAND USE CLASSIFICATION
Development Goals, Objectives, and Notes:

- Protect and preserve the rural character of the area to include green spaces, agricultural land, low population density, scenic views, natural features, tranquility, and outdoor opportunities (North Central Area Land Use Plan 2024, p. 52).
- Preserve rural character and lifestyle (North Central Area Land Use Plan 2024, p. 52).
- In the northeast part of the plan area, maintain the rural features that define the area, and promote responsible growth for current and future generations to enjoy the distinct rural characteristics of the community (North Central Area Land Use Plan 2024, p. 53).



IMPACTS ON LOCAL INFRASTRUCTURE AND/OR FACILITIES

UTILITIES: Public water lines are available near the subject property. It is the applicant’s responsibility to determine if this utility provider will serve their development. Public sewer lines are not available near the subject property. Any available 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 an on-site septic system on the subject parcel.

TRANSPORTATION: According to the Fayetteville Area Metropolitan Planning Organization (FAMPO), no roadway improvements are planned near the subject property, and the intended two lot subdivision would not generate enough additional traffic to significantly impact Ramsey St. According to the NCDOT Street Functional Classification System, Ramsey Street, north of Linden Road, is designated a "Minor Arterial" road.

SCHOOLS CAPACITY/ENROLLMENT:

School	Enrollment	Capacity
Long Hill Elementary	416	516
Pine Forest Middle	706	804
Pine Forest High	1553	1712

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

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

SPECIAL DISTRICTS/ OVERLAY DISTRICTS:

Special Districts			
Fayetteville Regional Airport Overlay:	n/a	Averasboro Battlefield Corridor:	n/a
Five Mile Distance of Fort Liberty:	n/a	Eastover Commercial Core Overlay District:	n/a
Voluntary Agricultural District (VAD):	n/a	Spring Lake Main Street Overlay District:	n/a
VAD Half Mile Buffer:	n/a	Coliseum Tourism Overlay District:	n/a

n/a – not applicable

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

STAFF RECOMMENDATION

In Case ZON-25-0002, Planning and Inspections staff **recommends approval** of the rezoning request from A1 Agricultural District to A1A Agricultural District. Staff finds that the request is consistent with the North Central Area Land Use Plan which calls for "Rural/Agricultural" 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
Legal Description Preliminary Plan

ATTACHMENT – MAILING LIST

BENJAMIN STOUT REAL ESTATE SERVICES INC	222 MAIDEN LANE	FAYETTEVILLE, NC 28301
KIMASH HOMES LLC	2704 CREEKDEW CT	FAYETTEVILLE, NC 28306
STURTZ, JOSH;STURTZ, CANDACE F	531 SHAWCROFT RD	FAYETTEVILLE, NC 28311
BALLARD, DOUGLAS MACAURTHUR JR	10899 RAMSEY ST	LINDEN, NC 28356
CLEMENT, CHARLTON CLAY;CLEMENT, CLAYTON GRAY	2501 DUNHAVEN DR	GARNER, NC 27529
RAYNOR, SUE BRINSON	PO BOX 70	LINDEN, NC 28356
STURTZ, DON CARLESS;STURTZ, KATHY MAE	3771 LINDEN RD	LINDEN, NC 28356
BABB, TRAVIS ANN;BABB, KENNETH R	10915 RAMSEY ST	LINDEN, NC 28356
JANSSEN, PHILLIP T;JANSSEN, PHYLLIS A	3640 OLD ROUTE 15A	LINDEN, NC 28356
COLON, CHAUNCEY RAY	1533 SEAHAWK CT	LINDEN, NC 28356
247 STORE IT LINDEN LLC	15 PERRY ST STE 366	NEWNAN, GA 30263
HALL LITTLE RIVER FARM LLC	3163 CAMDEN RD	FAYETTEVILLE, NC 28306
CAPE FEAR INVESTMENT PROPERTIES LLC	7397 RIDDLE ROAD	ST PAULS, NC 28384
BARTON, PHILIP W HEIRS	538 TRIPP RD	LILLINGTON, NC 27546
BENJAMIN STOUT REAL ESTATE SERVICES INC	222 MAIDEN LANE	FAYETTEVILLE, NC 28301
BABB, KENNETH R;BABB, TRAVIS ANN BENNETT	10975 RAMSEY ST	LINDEN, NC 28356
BABB, KENNETH R;BABB, TRAVIS ANN BENNETT	10975 RAMSEY ST	LINDEN, NC 28356
KIMASH HOMES LLC	2704 CREEKDEW CT	FAYETTEVILLE, NC 28306
SARDIS CHURCH OF LINDEN INC	PO BOX 99	LINDEN, NC 28356
ALDRIDGE, BARRY J;ALDRIDGE, HAILEE	10925 RAMSEY ST	LINDEN, NC 28356
CAPE FEAR INVESTMENT PROPERTIES LLC	7397 RIDDLE ROAD	ST PAULS, NC 28384
JOHNSON, BENJAMIN FRANKLIN	10870 RAMSEY ST	LINDEN, NC 28356
CLIFTON, TODD CHANNEN;CLIFTON, STEPHEN CRAIG	10904 RAMSEY ST	LINDEN, NC 28356
TOUHEY, JOHN M;TOUHEY, PAMELA C	10986 RAMSEY ST	LINDEN, NC 28356
BENJAMIN STOUT REAL ESTATE SERVICES INC	222 MAIDEN LANE	FAYETTEVILLE, NC 28301
BABB, KENNETH RAY;BABB, TRAVIS ANN	10915 RAMSEY ST	LINDEN, NC 28356
TUOHEY, JOHN;TUOHEY, PAMELA	10986 RAMSEY ST	LINDEN, NC 28356
BABB, TRAVIS ANN;BABB, KENNETH R	10975 RAMSEY ST	LINDEN, NC 28356
BENJAMIN STOUT REAL ESTATE SERVICES INC	222 MAIDEN LANE	FAYETTEVILLE, NC 28301
CAPE FEAR INVESTMENT PROPERTIES LLC	7397 RIDDLE ROAD	ST PAULS, NC 28384

ATTACHMENT: APPLICATION



CASE #: _____

PLANNING BOARD
MEETING DATE: _____

DATE APPLICATION
SUBMITTED: _____

**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 County 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)678-7627 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 A1A
2. Address of Property to be Rezoned: 10904 Ramsey St. Linden, NC 28356
3. Location of Property, details: Along Ramsey St.
4. Parcel Identification Number (PIN #) of subject property: 0504691091000
(also known as Tax ID Number or Property Tax ID)
5. Acreage: 1.75 Frontage: 310' Depth: 370'
6. Water Provider: Well: PWC: _____ Other (name): _____
7. Septage Provider: Septic Tank PWC _____
8. Deed Book 10487, Page(s) 0484-0485, 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: 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.

Todd C. Clifton / Craig S. Clifton
NAME OF OWNER(S) (PRINT OR TYPE)

10904 Ramsey St. Linden, NC 28356
ADDRESS OF OWNER(S)

919-669-5032
HOME TELEPHONE #

919-235-7896
WORK TELEPHONE #

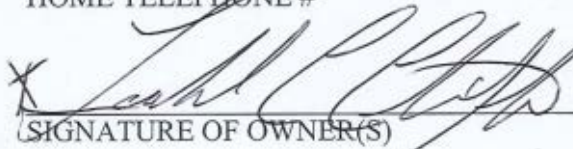
Lisa Clifton
NAME OF AGENT, ATTORNEY, APPLICANT (PRINT OR TYPE)

10904 Ramsey St. Linden, NC 28356
ADDRESS OF AGENT, ATTORNEY, APPLICANT

lisaclifton4@aol.com
E-MAIL

919-235-7896
HOME TELEPHONE #

919-938-6716
WORK TELEPHONE #


SIGNATURE OF OWNER(S)


SIGNATURE OF AGENT, ATTORNEY OR APPLICANT


SIGNATURE OF OWNER(S)

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

ORDER DETAILS

PREVIEW FOR AD NUMBER LWLM02489740

Order Number:
LWLM0248974
External Order #:
11078719
Order Status:
Approved
Classification:
Govt Public Notices
Package:
General Package
Total payment:
194.72
Payment Type:
Account Billed
User ID:
L0012804
External User ID:
744350

ACCOUNT INFORMATION

Amanda Ozanich
130 Gillespie ST ATTN: Amanda Ozanich
Fayetteville, NC 28301-5669
910-678-7600
aozanich@cumberlandcountync.gov
Cumberland County Planning and Inspections
Contract ID:

TRANSACTION REPORT

Date
February 26, 2025 2:59:17 PM EST
Amount:
194.72

ADDITIONAL OPTIONS

1 Affidavit

SCHEDULE FOR AD NUMBER LWLM02489740

March 3, 2025
Fayetteville Observer
March 10, 2025
Fayetteville Observer

Public Notice

The Cumberland County Board of Commissioners will meet at 6:45 p.m. on March 17, 2025, in Room 118 of the County Courthouse at 117 Dick Street to hear the following:

ZON-24-0042: Rezoning from A1 Agri. Dist. to R15 Res. Dist. or to a more restrictive zoning dist.; 20.06 +/- acres; located south of Sharon Church Rd and east of Turnbull Rd; Mike Adams (Agent), Jefe Trust (Owner).
ZON-25-0001: Rezoning from A1A Agri. Dist. to R30A Res. Dist. or to a more restrictive zoning dist.; 3.51 +/- ac.; located at the southeast corner of Burnett Rd and Norris Rd intersection; John Roberson (Owner).

ZON-25-0002: Rezoning from A1 Agri. Dist. to A1A Agri. Dist. or to a more restrictive zoning dist.; 1.75 +/- ac. portion of 3.91 +/- ac. parcel; located on the east side of Ramsey St and north of Linden Rd; Lisa Clifton (Agent), Todd and Stephen Clifton (Owners).

March 3, 10 2025
LWLM0248974



PLANNING AND INSPECTIONS DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MARCH 17, 2025

TO: BOARD OF COUNTY COMMISSIONERS

FROM: RAWLS HOWARD, DIRECTOR OF PLANNING AND INSPECTIONS

DATE: 3/3/2025

SUBJECT: CASE # ZON-24-0042

BACKGROUND

ZON-24-0042: Rezoning from A1 Agricultural District to R15 Residential District or to a more restrictive zoning district for two parcels comprising 20.06 +/- acres; located south of Sharon Church Road and east of Turnbull Road, submitted by Mike Adams (Agent) on behalf of the Jefe Trust (Owner).

RECOMMENDATION / PROPOSED ACTION

Planning Board Meeting Date: February 18, 2025

Planning Board Action: Recommended denial of the rezoning request from A1 Agricultural District to R15 Residential District at their February 18, 2025, 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-24-0042, Planning and Inspections staff recommends denial of the rezoning request from A1 Agricultural District to R15 Residential District. Staff finds that the request is not consistent with the Southeast Cumberland Land Use Plan which calls for "Farmland" at this location. Staff also finds that the request is not reasonable or in the public interest as it is not compatible to or 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-24-0042, I move to deny the rezoning request from A1 Agricultural District to R15 Residential

District. The Board finds that the request is not consistent with the Southeast Cumberland Land Use Plan which calls for “Farmland” at this location. The Board also finds that the request is not reasonable or in the public interest as it is not compatible to or 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-24-0042, I move to approve the rezoning request from A1 Agricultural District to R15 Residential District and find that approval is an amendment to the adopted, current Southeast Cumberland Land Use Plan and that the Board of Commissioners should not require any additional request or application for amendment to said map for this request.

The Board finds that the request is reasonable and in the public interest because _____.

ATTACHMENTS:

Description	Type
CASE # ZON-24-0024	Backup Material



Cumberland County Joint Planning Board

March 17, 2025

MEMO TO: Cumberland County Board of Commissioners

FROM: Rawls Howard, Director of Planning & Inspections

SUBJECT: **ZON-24-0042:** Rezoning from A1 Agricultural District to R15 Residential District or to a more restrictive zoning district for two parcels comprising 20.06 +/- acres; located south of Sharon Church Road and east of Turnbull Road, submitted by Mike Adams (Agent) on behalf of the Jefe Trust (Owner).

ACTION: The Planning Board recommended denial of the rezoning request from A1 Agricultural District to R15 Residential District at their February 18, 2025, meeting for the reasons stated and as fully reflected in the meeting minutes which are incorporated herein by reference.

MINUTES OF FEBRUARY 18, 2025

In Case ZON-24-0042, Planning and Inspections staff recommends denial of the rezoning request from A1 Agricultural District to R15 Residential District. Staff finds that the request is not consistent with the Southeast Cumberland Land Use Plan which calls for "Farmland" at this location. Staff also finds that the request is not reasonable or in the public interest as it is not compatible to or in harmony with the surrounding land use activities and zoning.

Mr. Moon introduced Ms. Vishva Rathod, Planner III, as the presenter for the case. Ms. Rathod delivered a presentation detailing the case and, upon its conclusion, invited the Board to ask any questions.

Mr. Howard clarified that the primary concern from staff that led to their denial recommendation was that R15 is a higher-density district in an area currently surrounded largely by A1 Agricultural zoning, with no existing R15 nearby. He further explained that there are concerns regarding the presence of hydric soils and hydric inclusion soils throughout the properties, as well as the lack of identified water and sewer services in the area.

While Mr. Howard acknowledged that the area could be suitable for single-family home development, he noted that the site has only 18 feet of road frontage for access, which poses a significant limitation for a development of this scale. He also stated that the



Cumberland County Joint Planning Board

Planning staff had communicated these concerns to the applicant and agent and aimed to ensure the Board was aware of them through the staff report.

Ms. Lynd asked if the applicant was present in the audience and stated that NCDOT would not grant permission to build a driveway on the limited 18 feet of road frontage. She further inquired whether the applicant had provided any indication of their plans should the rezoning request be approved.

Mr. Moon responded to Ms. Lynd's questions by stating that, during his discussions with the applicant, they indicated that while the property owner would need to speak for themselves, they had been in talks with abutting property owners to potentially acquire additional land. This would allow for access either from the east or west from the north of the proposed site.

Mr. Howard stated that NCDOT would require approximately 45 to 50 feet at a minimum to establish a right-of-way for the proposed 60 homes. He reiterated that the applicant currently has only 18 feet of road frontage. For comparison and perspective, he noted that a single-use home would typically require a 20-foot flag lot width for access.

Mr. Baker opened the public meeting and asked for any speakers.

Mr. Howard stated there was one person signed up to speak, who was in favor. He then introduced the community member who had signed up to speak on the case.

Mr. Christopher Campbell, a resident, introduced himself and provided his address for the record. He stated that he was confused by the case and uncertain about whether he supported the request. He noted that his property would be significantly affected if the Board approved the applicant's request due to the proposed size and density, as well as its potential impact on his land.

Mr. Campbell requested clarification on whether the applicant intended to develop a manufactured home community, stating that if this were the case, he would be completely opposed. In conclusion, he questioned whether the soil could support a project of this scale, noting that he had personally been required to install a raised septic tank on his property due to the soil conditions in the community.

Mr. Howard informed Mr. Campbell that the rezoning request intended to develop stick-built homes, with Planning staff estimating a total density of approximately 60 homes.



Cumberland County Joint Planning Board

With no further speakers, Mr. Baker closed the public meeting.

Mr. Baker stated to his fellow Board members that he was inclined to support the Planning staff's recommendation to deny the applicant's rezoning request and called for a motion.

In Case ZON-24-0042, Mr. Williams made a motion, seconded by Mr. Crumpler to recommend denial of the rezoning request from A1 Agricultural District to R15 Residential District. The Board finds that the request is not consistent with the Southeast Cumberland Land Use Plan which calls for "Farmland" at this location. The Board also finds that the request is not reasonable or in the public interest as it is not compatible to or 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.
certified receipt of notice is also included.*

Location: Southeast of Intersection of Turnbull Rd. and Sharon Church Rd.
Jurisdiction: County-Unincorporated

REQUEST	Rezoning A1 to R15
----------------	---------------------------

Applicant requests a rezoning from A1 Agricultural District to R15 Residential District for two parcels comprising approximately 20.06 acres and located at 9408 Sharon Church Rd, just over a half mile north of the Bladen County line. The two parcels are currently undeveloped and under the same ownership. The intent of the property owner is to pursue residential development.

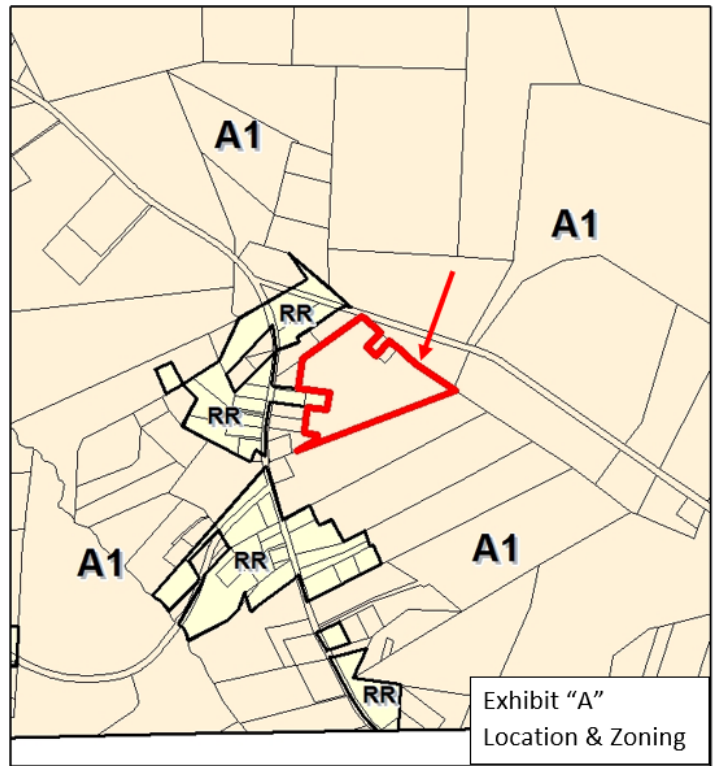
PROPERTY INFORMATION

OWNER/APPLICANT: Jefe Trust (Owner); Mike Adams (Agent)

ADDRESS/LOCATION: Refer to Exhibit "A", Location & Zoning Map. Address: 9408 Sharon Church Rd. REID numbers: 1400942148000 and 1400944498000.

SIZE: The parcels combined contain approximately 20.06 acres. Road frontage along Sharon Church Rd is 18.00 feet. The property is approximately 1,584 feet in length at its deepest point.

EXISTING ZONING: The subject properties are currently zoned A1 Agricultural District. The A1 Agricultural District is designed to promote and protect agricultural lands, including woodlands, 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.

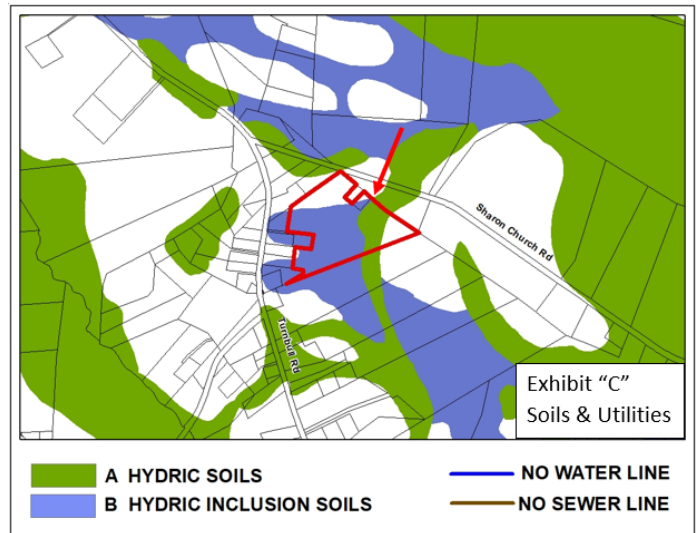
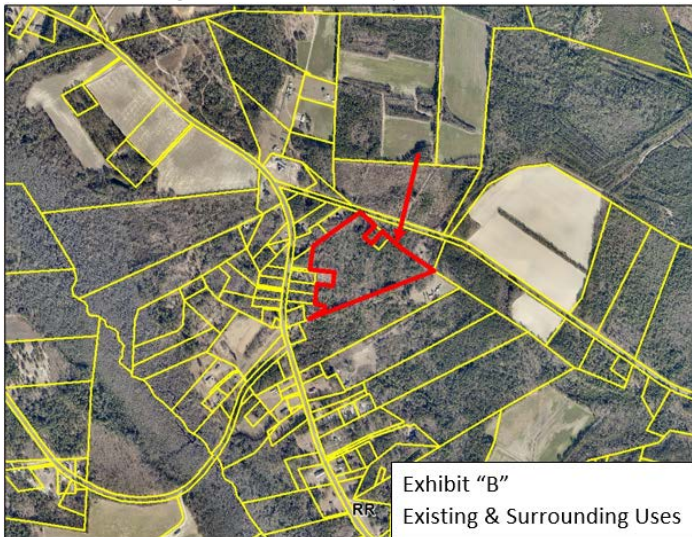


EXISTING LAND USE: The subject parcels are currently undeveloped woodlands. Exhibit "B" shows the existing use of the subject properties.

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

- **North:** Wooded lands and single family homes.
- **East:** Wooded lands and farmlands.
- **West:** Wooded lands and single family homes
- **South:** Wooded lands and single family homes

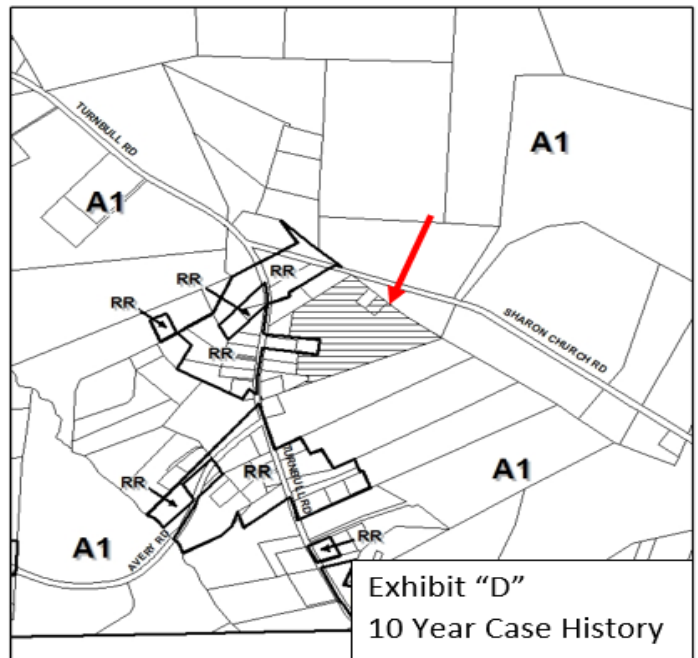
OTHER SITE CHARACTERISTICS: The site is not located in a Watershed nor within a Flood Zone Hazard Area. The subject property, as delineated in Exhibit "C", illustrates the presence of hydric and hydric inclusion soils covering most of the subject properties.



TEN YEAR ZONE CASE HISTORY:

Exhibit "D" denotes no rezoning cases within the past ten years near the subject properties.

DEVELOPMENT REVIEW: Should the request be approved, a preliminary plan for any subdivision or site plan for group development will need to be submitted to the Current Planning Division for review and approval and to ensure conformance with the County Subdivision and Zoning Ordinances.



DIMENSIONAL PROVISIONS FOR REQUESTED DISTRICT:

Minimum Standard	A1 (Existing Zoning)	R15 (Proposed)
Front Yard Setback	50 feet	30 feet
Side Yard Setback	20 feet	10 feet
Rear Yard Setback	50 feet	35 feet
Lot Area	2 Acres	15,000 sq. ft.
Lot Width	100'	75'

DEVELOPMENT POTENTIAL:

Existing Zoning (A1)	Proposed Zoning (R15)
10 dwelling units	58 dwelling units

- Lot count may be rounded-up when a fraction occurs. When any requirement of this ordinance results in a fraction of a unit, a fraction of one-half or more shall be considered a whole unit, and a fraction of less than one-half shall be disregarded.

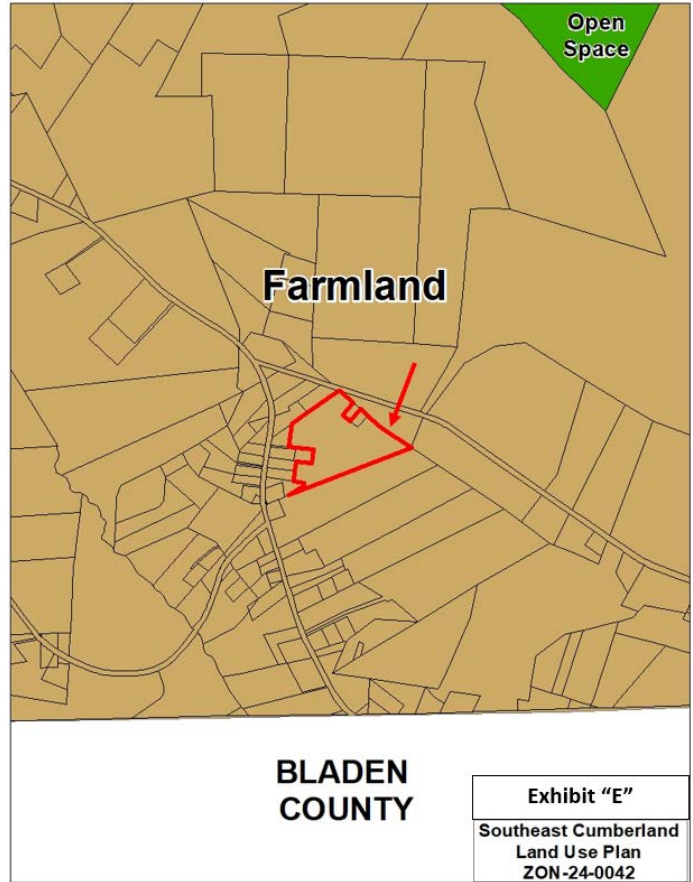
COMPREHENSIVE PLANS:

The properties are located in the Southeast Cumberland Land Use Plan (2016). The future land use classification of the property is "Farmland". The associated zoning districts for "Farmland" are A1 & A1A.

The proposed rezoning request is not consistent with the adopted land use plan.

FUTURE LAND USE CLASSIFICATION Development Goals, Notes, and Objectives:

- "Protect and preserve farmland, while maintaining a healthy and thriving farming community" (Southeast Cumberland Land Use Plan 2016, p. 92).
- "Provide for residential development that protects and maintains the rural residential character; does not conflict with farming and forestry operations; is not detrimental to open space, environmentally sensitive areas and recreation; and improves the quality of life for residents in the Area" (Southeast Cumberland Land Use Plan 2016, p. 93).
- "Promote the concentration of new residential development in the northwestern section of the Study Area" (Southeast Cumberland Land Use Plan 2016, p. 94).
- "Support the preservation and protection of the Special Flood Hazard Area, farmland, Significant Natural Heritage Areas, Managed Areas, Dedicated Nature Preserves, historic features and scenic sites" (Southeast Cumberland Land Use Plan 2016, p. 99).



IMPACTS ON LOCAL INFRASTRUCTURE AND/OR FACILITIES

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

TRANSPORTATION: Access to the subject properties occurs from Sharon Church Road to the east from a road frontage width of approximately 18 feet. Currently, the subject property does not provide adequate road frontage to connect a residential subdivision development to a public road. In addition, no access occurs to Turnbull Road to the west. According to the Fayetteville Area Metropolitan Planning Organization (FAMPO), the subject property, at 9408 Sharon Church Road, is located outside of FAMPO boundaries.

SCHOOLS CAPACITY/ENROLLMENT:

School	Enrollment	Capacity
Beaver Dam Elementary	90	95
Mac Williams Middle	1190	1164
Cape Fear High	1510	1476

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

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

SPECIAL DISTRICTS/ OVERLAY DISTRICTS:

Special Districts			
Fayetteville Regional Airport Overlay:	n/a	Averasboro Battlefield Corridor:	n/a
Five Mile Distance of Fort Liberty:	n/a	Eastover Commercial Core Overlay District:	n/a
Voluntary Agricultural District (VAD):	n/a	Spring Lake Main Street Overlay District:	n/a
VAD Half Mile Buffer:	n/a	Coliseum Tourism Overlay District:	n/a

n/a – not applicable

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

STAFF RECOMMENDATION

In Case ZON-24-0042, Planning and Inspections staff **recommends denial** of the rezoning request from A1 Agricultural District to R15 Residential District. Staff finds that the request is not consistent with the Southeast Cumberland Land Use Plan which calls for “Farmland” at this location. Staff also finds that the request is not reasonable or in the public interest as it is not compatible to or in harmony with the surrounding land use activities and zoning.

Attachments:
Notification Mailing List
Application

ATTACHMENT – MAILING LIST

BIG WHITE FOREST WILDLIFE PROJECT LLC	3468 BARBWIRE RD	ROSEBORO, NC 28382
RUFFIN, THEODORE HEIRS	2918 CLIFFDALE RD	FAYETTEVILLE, NC 28303
STOCKS, ROOSEVELT EDWARD;STOCKS, MAMIE J	10105 TURNBULL RD	FAYETTEVILLE, NC 28312
ROBINSON, ROMETTA	9352 ALEXIS RD	FAYETTEVILLE, NC 28301
DOWNER, FELICIA A	9749 NORTHWEST 9TH CT	BRANFORD, FL 32008
CAMPBELL, CHRISTOPHER	10215 TURNBULL RD	FAYETTEVILLE, NC 28312
DORADO, FRANK;DORADO, BRENDA	5255 AUSTIN WEST RD	FAYETTEVILLE, NC 28312
GATLING, THRESSA ROBINSON	312 21ST ST	IRVINGTON, NJ 07111
ELLISON, MARCUS D	10285 TURNBULL RD	FAYETTEVILLE, NC 28312
HAMMONDS, RAYFIELD	3539 MCKINNON RD	FAYETTEVILLE, NC 28312
CARTER, SHARLENE V	4617 THOROUGHbred LN	COLUMBUS, GA 31909
ROBINSON, TOMMY	184 MANHATTAN AVE	TEANECK, NJ 07666
JEFE TRUST	132 PORTLO ST	GARNER, NC 27529
ELLIS, JOSEPH RONDELL	10000 TURNBULL ROAD	FAYETTEVILLE, NC 28312
FISHER, WILLIAM L;FISHER, SUE	7682 TROY FISHER RD	FAYETTEVILLE, NC 28312
HINTON, FRANK HEIRS	2209 CALHOUN ST	FT WASHINGTON, MD 20744
ROBINSON, MELISSA NICOLE	9346 ALEXIS DR	FAYETTEVILLE, NC 28301
FREE WILL HOLY MISSION TRUSTEES	10268 TURNBULL RD	FAYETTEVILLE, NC 28312
COGDELL, LEVERN M;COGDELL, TECIA B	2419 CEDAR RIDGE CT	FAYETTEVILLE, NC 28306
SMITH, SHIRLEY R	3148 A B CARTER RD	FAYETTEVILLE, NC 28312
RICH, MILDRED	2020 VILLAGE GREEN DR	FAIRBURN, GA 30213
PAYNE, JAMES	6 EDMONDS COVE RD	HAMPTON, VA 23664
ROBINSON, VALARIE;JOSEPH, E	3887 RIBBON WOOD LN APT 104	MIDDLEBURG, FL 32068
BURNS, DOROTHY R HEIRS	720 SPY GLASS DR	FAYETTEVILLE, NC 28311
VALDES, SUSANNA JOHNSON;JOHNSON, JULIE M	219 JOLLY ROGER DR	KEY LARGO, FL 33037
CHINA GROVE BAPTIST CHURCH	10257 TURNBULL RD	FAYETTEVILLE, NC 28312
WASHINGTON, GEORGE;WASHINGTON, ANNIE BELL	901 S 18TH ST	NEWARK, NJ 07108
PAYNE, JAMES	6 EDMONDS COVE RD	HAMPTON, VA 23664
BUTLER, TOMMIE L;BUTLER, MARRIA L	3148 A B CARTER RD	FAYETTEVILLE, NC 28312
MCMILLAN, JAMES;LATOUCHE, PAULA	10109 TURNBULL ROAD	FAYETTEVILLE, NC 28312
MELVIN, MOTT V	3322 NATO RD	FAYETTEVILLE, NC 28306
RICH, CHRISTINE	10248 TURNBULL RD	FAYETTEVILLE, NC 28312
MICHAL, CHRIS;JAN, .	24606 COUNTY RD 10	FLAGLER, CO 80815
RUFFIN, THEODORE HEIRS	2918 CLIFFDALE RD	FAYETTEVILLE, NC 28303
AVERY, LESTER J	10076 TURNBULL RD	FAYETTEVILLE, NC 28312
ROBINSON, VERA	103 WASHINGTON CT 2	HAMILTON, NJ 08629

SHARON BAPTIST CHURCH	PO BOX 126	CHINQUAPIN, NC 28521
STANDIFER, PATRICK	180 STANBERRY HICK RD	NEW BERN, NC 28562
ROBINSON, CRISTA A MELVIN	10240 TURNBULL RD	FAYETTEVILLE, NC 28312
AVERY, CHESTER JR;AVERY, CATHERINE	10317 TURNBULL RD	FAYETTEVILLE, NC 28312
DAVIS, YOLANDA MECHELLE RICH	10235 TURNBULL RD	FAYETTEVILLE, NC 28312
FREE WILL HOLY MISSION	10268 TURNBULL RD	FAYETTEVILLE, NC 28312
ROBINSON, GLENDA	10076 TURNBULL RD	FAYETTEVILLE, NC 28312
RACKLEY, EMMITT LEE TRUSTEE	312 CROWELL AVE	OAK ISLAND, NC 28465
STEERE, RONALD D SR	5308 PRIDE LN	HOPE MILLS, NC 28348
HOLEMAN, JACQLYN	112 NC HWY 54 APT O4	CARRBORO, NC 27510
MILLS, GENEVA HEIRS	10016 TURNBULL RD	FAYETTEVILLE, NC 28312
FARRINGTON, B R C/O W C ROBINS	420 KLUGG AVE	TRENTON, NJ 08638
HAYNES, JUSTIN DAVID	10311 TURNBULL RD	FAYETTEVILLE, NC 28312
ROBINSON, JOSEPH HEIRS	4913 TABOR CHURCH RD	FAYETTEVILLE, NC 28312
VALDES, SUSANNA JOHNSON;JOHNSON, JULIE M	219 JOLLY ROGER DR	KEY LARGO, FL 33037
SHARON BAPTIST CHURCH	427 ROB RD	STEDMAN, NC 28391
ELLISON, ANTHONY;ELLISON, DUANE	4117 BRENNAN CIR	FAYETTEVILLE, NC 28312
WEST, GEORGE BRAXTON;WEST, PEGGY O	9578 TURNBULL RD	FAYETTEVILLE, NC 28312
RICH, JAMES NATHAN	1033 KINGSLEY RD	FAYETTEVILLE, NC 28314
WILLIAMS, JAMES J;WILLIAMS, HELEN	901 S 18TH ST	NEWARK, NJ 07108
ROBINSON, MOSES, ELVA COLVIN,;URSULA RUSSELL, CAROLYN PARKER	4347 DUDLEY RD	FAYETTEVILLE, NC 28312
ROBINSON, ROMETTA	9352 ALEXIS RD	FAYETTEVILLE, NC 28301
JEFE TRUST	132 PORTLO ST	GARNER, NC 27529
WEST, TAMMY LYNN LADYBIRD LIFE ESTATE;WEST, GARY THOMAS LADYBIRD LIFE ESTATE	5324 AUSTIN WEST ROAD	FAYETTEVILLE, NC 28312
WASILUK, MACIEJ	1619 SILVER RIDGE RD	FAYETTEVILLE, NC 28304
MURPHY, LINDA	2662 N 41ST AVE 8	PHOENIX, AZ 85009
AVERY, CHESTER JR;AVERY, CATHERINE	10317 TURNBULL RD	FAYETTEVILLE, NC 28312
RICHARDSON, JANICE A	10252 TURNBULL RD	FAYETTEVILLE, NC 28312
MISSION, FREE WILL HOLY TRUSTEES	10268 TURNBULL RD	FAYETTEVILLE, NC 28312
BETHEL, JOYCE A	10057 TURNBULL RD	FAYETTEVILLE, NC 28312
ROBINSON, ROMETTA	9352 ALEXIS RD	FAYETTEVILLE, NC 28301
STANDIFER, DOROTHY LIFE ESTATE	8016 GAELIC DR	FAYETTEVILLE, NC 28306
MATTHEWS, BETTY HEIRS	131 BYRD YANCEY BASS RD	CLINTON, NC 28328
GAINES, MARRA R	20 W 115TH ST 8D	NEW YORK, NY 10026
MELVIN, VERNELL;MELVIN, JURUTHA	7786 TURNBULL RD	FAYETTEVILLE, NC 28312
MELVIN, CRISTA ANN	10240 TURNBULL RD	FAYETTEVILLE, NC 28312

ATTACHMENT: APPLICATION



Form with fields for CASE #, PLANNING BOARD MEETING DATE, and DATE APPLICATION SUBMITTED.

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 \$ 530. (See County 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)678-7627 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 AI to R15
2. Address of Property to be Rezoned: 9408 Sharon Church Rd
3. Location of Property, details: 1055' along Sharon Church Rd from the intersection of Sharon Church Rd + Turnbull Rd.
4. Parcel Identification Number (PIN #) of subject property: 1400942148000
(also known as Tax ID Number or Property Tax ID) 1400944498000
5. Acreage: 20.06 Frontage: 18' Depth: 1584'
6. Water Provider: Well: X PWC: Other (name):
7. Septage Provider: Septic Tank X PWC
8. Deed Book 11301 , Page(s) 437 , 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 Family Housing
11. Do you own any property adjacent to or across the street from this property?
Yes No X If yes, where?
12. Has a violation been issued on this property? Yes No X

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

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

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

Jefe Trust

NAME OF OWNER(S) (PRINT OR TYPE)

132 Portlo St Garner NC 27529

ADDRESS OF OWNER(S)

HOME TELEPHONE #

910-818-5557

WORK TELEPHONE #

MAPS Surveying Inc (Mike Adams)

NAME OF AGENT, ATTORNEY, APPLICANT (PRINT OR TYPE)

216 Mason St Fayetteville NC 28301

ADDRESS OF AGENT, ATTORNEY, APPLICANT

Maps @ mapssurveying.com

E-MAIL

HOME TELEPHONE #

910-484-6432

WORK TELEPHONE #


SIGNATURE OF OWNER(S)


SIGNATURE OF AGENT, ATTORNEY OR APPLICANT

SIGNATURE OF OWNER(S)

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



AFFIDAVIT OF OWNERSHIP/AGENT AUTHORIZATION FORM

PROPERTY OWNER (Company or Individual): Jefe Trust

MAILING ADDRESS: 132 Portlo St Garner NC 27529

Officer's name and title: DA Gilmore

1. That I am (we are) owner's and record title holder(s) of the following described property legal description, to with:
2. That this property constitutes the property for which a request for (type of Application Approval Requested): Rezoning
3. That the undersigned has (have) appointed and does (do) appoint MAPS Surveying as agent(s) to execute any petitions or other documents necessary to affect such petition, including development review time extension requests; and request that you accept my agent (s) signature as rep[resenting my agreement of all terms and conditions of the approval process;
4. That this affidavit has been executed to induce Cumberland County, North Carolina and act on the foregoing request;
5. That I, (we) the undersigned authority, hereby certify that the foregoing is true and correct.

Owner's Signature/Print Title

[Handwritten Signature]
Owner's Signature/Print Title

Owner's Signature/Print Title

State of North Carolina
Cumberland County

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 30th day of December (month), 2024 (year), by Kelly Ivory (name of person acknowledging) who is personally known to me or who has produced NCDL (type of identification) as identification.



Kelly Ivory

Signature of Notary Public – State of North Carolina
(Print, Type or Stamp Commissioned Name Of Notary Public to the Left of Signature)

ORDER DETAILS

PREVIEW FOR AD NUMBER LWLM02489740

Order Number:
 LWLM0248974
 External Order #:
 11078719
 Order Status:
 Approved
 Classification:
 Govt Public Notices
 Package:
 General Package
 Total payment:
 194.72
 Payment Type:
 Account Billed
 User ID:
 L0012804
 External User ID:
 744350

ACCOUNT INFORMATION

Amanda Ozanich
 130 Gillespie ST ATTN: Amanda Ozanich
 Fayetteville, NC 28301-5669
 910-678-7600
 aozanich@cumberlandcountync.gov
 Cumberland County Planning and Inspections
 Contract ID:

TRANSACTION REPORT

Date
 February 26, 2025 2:59:17 PM EST
 Amount:
 194.72

ADDITIONAL OPTIONS

1 Affidavit

SCHEDULE FOR AD NUMBER LWLM02489740

March 3, 2025
 Fayetteville Observer
 March 10, 2025
 Fayetteville Observer

Public Notice
 The Cumberland County Board of Commissioners will meet at 6:45 p.m. on March 17, 2025, in Room 118 of the County Courthouse at 117 Dick Street to hear the following:

ZON-24-0042: Rezoning from A1 Agri. Dist. to R15 Res. Dist. or to a more restrictive zoning dist.; 20.06 +/- acres; located south of Sharon Church Rd and east of Turnbull Rd; Mike Adams (Agent), Jefe Trust (Owner).
ZON-25-0001: Rezoning from A1A Agri. Dist. to R30A Res. Dist. or to a more restrictive zoning dist.; 3.51 +/- ac.; located at the southeast corner of Burnett Rd and Norris Rd intersection; John Roberson (Owner).
ZON-25-0002: Rezoning from A1 Agri. Dist. to A1A Agri. Dist. or to a more restrictive zoning dist.; 1.75 +/- ac. portion of 3.91 +/- ac. parcel; located on the east side of Ramsey St and north of Linden Rd; Lisa Clifton (Agent), Todd and Stephen Clifton (Owners).
 March 3, 10 2025
 LWLM0248974



PLANNING AND INSPECTIONS DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MARCH 17, 2025

TO: BOARD OF COUNTY COMMISSIONERS

FROM: RAWLS HOWARD, DIRECTOR OF PLANNING AND INSPECTIONS

DATE: 3/3/2025

SUBJECT: CASE # ZON-25-0001

BACKGROUND

ZON-25-0001: Rezoning from A1A Agricultural District to R30A Residential District or to a more restrictive zoning district for 3.51 +/- acres; located at the southeast corner of the Burnett Road and Norris Road intersection, submitted by John Roberson (Owner).

RECOMMENDATION / PROPOSED ACTION

Planning Board Meeting Date: February 18, 2025

Planning Board Action: Recommended approval of the rezoning request from A1A Agricultural District to R30A Residential District at their February 18, 2025, 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-25-0001, Planning and Inspections staff recommends approval of the rezoning request from A1A Agricultural District to R30A Residential District and find that: 1. Approval is an amendment to the adopted, current Vision Northeast Land Use Plan and that the Board of Commissioners should not require any additional request or application for amendment to said map for this request. 2. Development and density allowed by the R30A district is compatible to existing lot sizes and character of the surrounding area, and 3. The site is directly adjacent to a land use plan designation which encourages higher densities. Staff 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-25-0001, I move to approve the rezoning request from A1A Agricultural District to R30A Residential District and find that:

- 1. Approval is an amendment to the adopted, current Vision Northeast Land Use Plan and that the Board of Commissioners should not require any additional request or application for amendment to said map for this request.
- 2. Development and density allowed by the R30A district is compatible to existing lot sizes and character of the surrounding area.
- 3. The site is directly adjacent to a land use plan designation which encourages higher densities.

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

MOTION:

In Case ZON-25-0001, I move to deny the rezoning request from A1A Agricultural District to R30A Residential District and find that the request is not consistent with the Vision Northeast Land Use Plan which calls for “Farmland” at this location. The request is not reasonable or in the public interest because_____.

ATTACHMENTS:

Description	Type
CASE # ZON-25-0001	Backup Material



Cumberland County Joint Planning Board

March 17, 2025

MEMO TO: Cumberland County Board of Commissioners

FROM: Rawls Howard, Director of Planning & Inspections

SUBJECT: **ZON-25-0001:** Rezoning from A1A Agricultural District to R30A Residential District or to a more restrictive zoning district for 3.51 +/- acres; located at southeast corner of the Burnett Road and Norris Road intersection, submitted by John Roberson (Owner)

ACTION: The Planning Board recommended approval of the rezoning request from A1A Agricultural District to R30A Residential District at their February 18, 2025 meeting for the reasons stated and as fully reflected in the meeting minutes which are incorporated herein by reference.

MINUTES OF FEBRUARY 18, 2025

In Case ZON-25-0001, Planning and Inspections staff recommends approval of the rezoning request from A1A Agricultural District to R30A Residential District and find that:

1. Approval is an amendment to the adopted, current Vision Northeast Land Use Plan and that the Board of Commissioners should not require any additional request or application for amendment to said map for this request.
2. Development and density allowed by the R30A district is compatible to existing lot sizes and character of the surrounding area, and
3. The site is directly adjacent to a land use plan designation which encourages higher densities. Staff 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-25-0001, Mr. Crumpler made a motion, seconded by Mrs. Lynd to recommend approval of the rezoning request from A1A Agricultural District to R30A Residential District. The Board finds that: 1. Approval is an amendment to the adopted, current Vision Northeast Land Use Plan and that the Board of Commissioners should not require any additional request or application for amendment to said map for this request. 2. Development and density allowed by the R30A district is compatible to existing lot sizes and character of the surrounding area, and 3. The site is directly adjacent to a land use plan designation which encourages higher densities. The Board also finds that the request is reasonable

Rawls Howard
Director

David Moon
Deputy Director



CUMBERLAND COUNTY

NORTH CAROLINA

Cumberland County Joint Planning Board

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.
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 A1A to R30A
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Applicant requests a rezoning from A1A Agricultural District to R30A Residential District for an approximately 3.51-acre parcel located at the southeast corner of the intersection of Burnett Road and Norris Road, approximately one mile south of the Harnett County line. The parcel currently is undeveloped and does not have any structures. The intent of the property owner is to rezone the property for residential use.

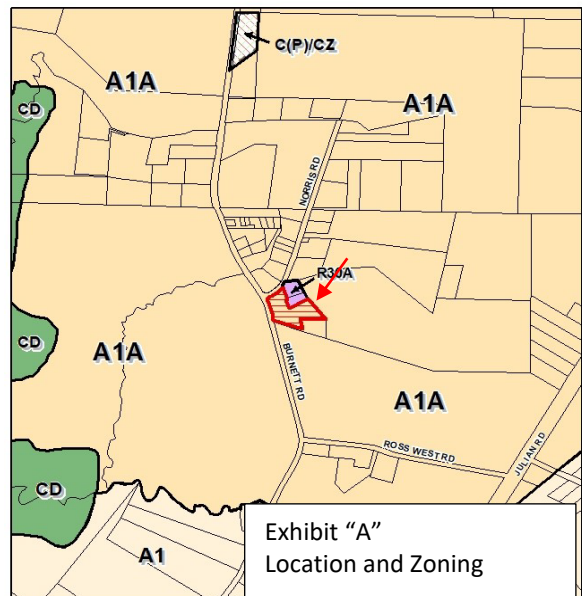
PROPERTY INFORMATION

OWNER/APPLICANT: John Roberson (Owner)

ADDRESS/LOCATION: Refer to Exhibit "A", Location and Zoning Map. Address: Southeast Corner of Burnett Rd. and Norris Rd. intersection, REID number: 0594519407000.

SIZE: The parcel contains approximately 3.51 acres. Road frontage along Burnett Rd. is 275 feet and is 232 feet along Norris Rd. The property is approximately 370 feet in length at its deepest point.

EXISTING ZONING: The subject property is currently zoned A1A Agricultural District. The A1A Agricultural district is primarily designed to allow for residential use of single-family residential dwellings and/or Class "A" manufactured homes on lots with an area of one acre or greater and is to be located within predominantly agricultural areas. The district is not intended to encourage large scale developments and shall not be considered for tracts of land greater than 10 acres.



EXISTING LAND USE: The subject parcel currently is vacant and has no structures on it. Exhibit "B" shows the existing use of the subject property.

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

- **North:** Single family homes and Wooded lands.
- **East:** Wooded lands and farmlands.
- **West:** Wooded lands and farmlands.
- **South:** Wooded lands and farmlands.

OTHER SITE CHARACTERISTICS: The site is not located in a Watershed nor within a Flood Zone Hazard Area. The subject property, as delineated in Exhibit "C", illustrates the presence of hydric inclusion soils only at the most southeastern portion of the property.

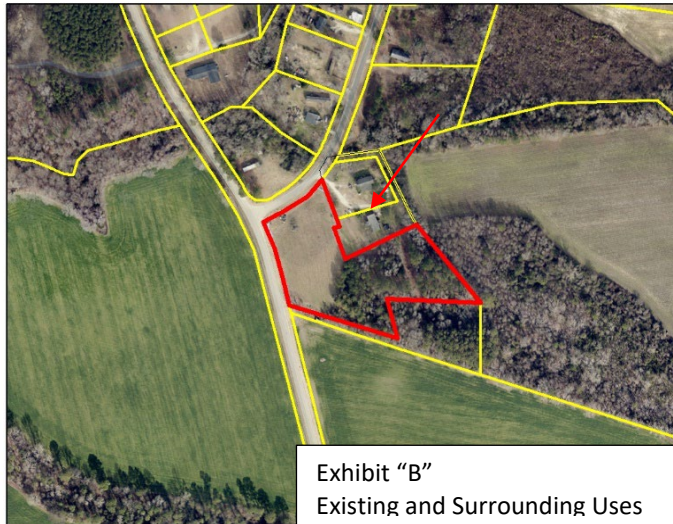


Exhibit "B"
Existing and Surrounding Uses

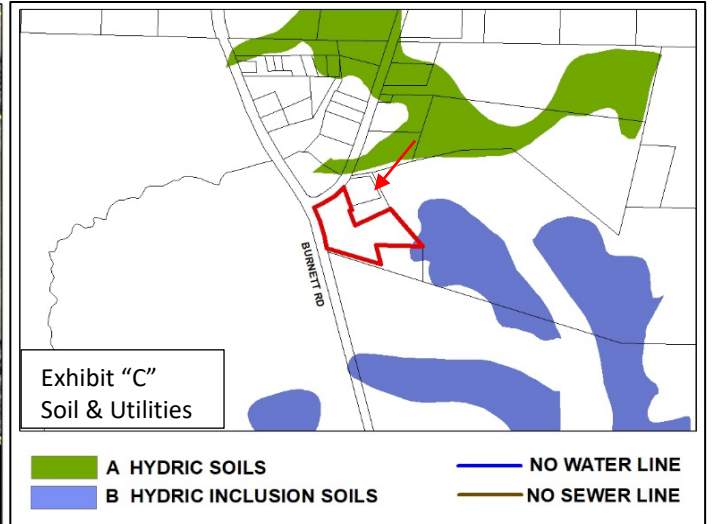


Exhibit "C"
Soil & Utilities

TEN YEAR ZONE CASE HISTORY:

Exhibit "D" denotes no rezoning cases within the past ten years near the subject property.

DEVELOPMENT REVIEW: Should the request be approved, a preliminary plan for any subdivision or site plan for development will need to be submitted to the Current Planning Division to ensure conformance with the County Subdivision and Zoning Ordinances.

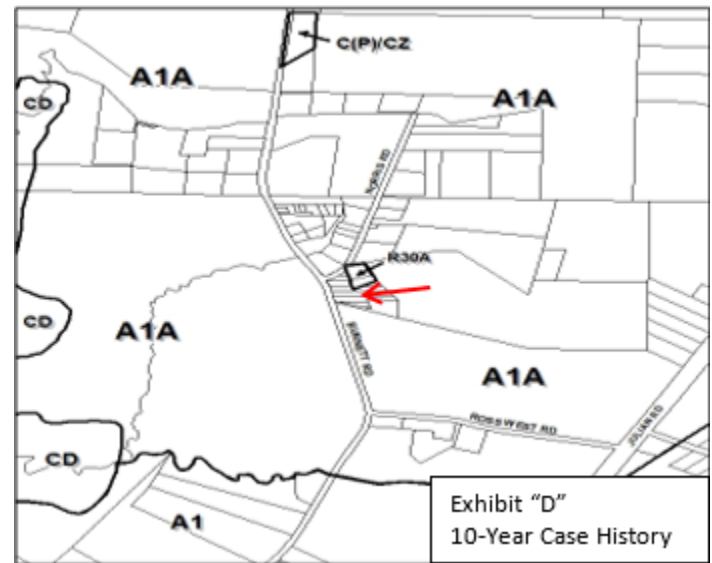


Exhibit "D"
10-Year Case History

DIMENSIONAL PROVISIONS FOR REQUESTED DISTRICT:

Minimum Standard	A1A (Existing Zoning)	R30A (Proposed)
Front Yard Setback	50 feet	30 feet
Side Yard Setback	20 feet	15 feet
Rear Yard Setback	50 feet	35 feet
Lot Area	1 Acres	30,000 sq. ft.
Lot Width	100'	100'

DEVELOPMENT POTENTIAL:

Existing Zoning (A1A)	Proposed Zoning (R30A)
4 dwelling units	5 dwelling units

- Lot count may be rounded-up when a fraction occurs. When any requirement of this ordinance results in a fraction of a unit, a fraction of one-half or more shall be considered a whole unit, and a fraction of less than one-half shall be disregarded.

COMPREHENSIVE PLANS:

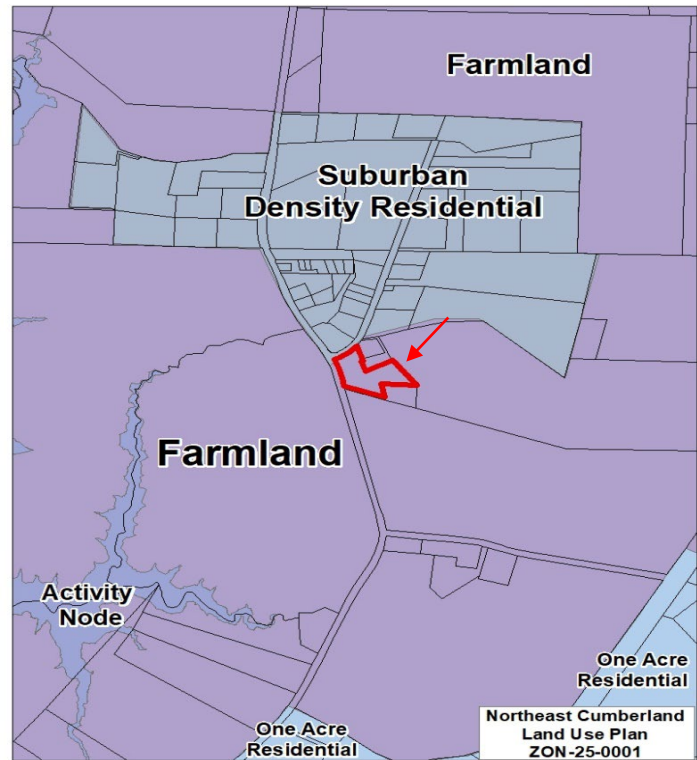
This property is located in the Vision Northeast Land Use Plan (2010). The future land use classification of the property is "Farmland".

The associated zoning districts for "Farmland" are A1 and A1A.

The proposed rezoning request is not consistent with the future land use plan.

FUTURE LAND USE CLASSIFICATION Development Goals, Objectives, and Notes:

- Provide a wide variety of safe, accessible and affordable residential types that accommodate the needs of present and future residents, while maintaining the unique residential character of the area (Vision Northeast [Land Use Plan] 2010, p. 17).
- Locate residential development in areas with compatible land uses (Vision Northeast [Land Use Plan] 2010, p. 17).
- Promote large lot residential developments outside the municipalities' Municipal Influence Area (Vision Northeast [Land Use Plan] 2010, p. 17).



IMPACTS ON LOCAL INFRASTRUCTURE AND/OR FACILITIES

UTILITIES: Public water and sewer lines are not available near the subject property. It is the applicant's responsibility to determine if a utility provider will serve their development. Any available 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.

TRANSPORTATION: According to the Fayetteville Area Metropolitan Planning Organization (FAMPO), The subject property, near intersection of Norris Rd and Burnett Rd is located outside of FAMPO boundaries.

SCHOOLS CAPACITY/ENROLLMENT:

School	Enrollment	Capacity
District No 7 Elementary	194	307
Mac Williams Middle	1190	1164
Cape Fear High	1510	1476

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

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

SPECIAL DISTRICTS/ OVERLAY DISTRICTS:

Special Districts			
Fayetteville Regional Airport Overlay:	n/a	Averasboro Battlefield Corridor:	n/a
Five Mile Distance of Fort Liberty:	n/a	Eastover Commercial Core Overlay District:	n/a

Voluntary Agricultural District (VAD):	n/a	Spring Lake Main Street Overlay District:	n/a
VAD Half Mile Buffer:	n/a	Coliseum Tourism Overlay District:	n/a

n/a – not applicable

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

STAFF RECOMMENDATION

In Case ZON-25-0001, Planning and Inspections staff **recommends approval** of the rezoning request from A1A Agricultural District to R30A Residential District and find that:

1. Approval is an amendment to the adopted, current Vision Northeast Land Use Plan and that the Board of Commissioners should not require any additional request or application for amendment to said map for this request.
2. Development and density allowed by the R30A district is compatible to existing lot sizes and character of the surrounding area.
3. The site is directly adjacent to a land use plan designation which encourages higher densities.

Staff 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

OWNER	ADDRESS	CITY, NAME, ZIP
MYLES, LARRY;MYLES, WANNIS	4829 OVERCREEK LN	DUNN, NC 28334
WILLIAMS, RICKY L LIFE ESTATE	8130 NORRIS RD	DUNN, NC 28334
MCLAMB, CARLIE C III	101 CANTERBURY DR	DUNN, NC 28334
ARTIS, DORETHA C	4850 OVERCREEK LN	DUNN, NC 28344
THICKET, JENNIFER	8166 NORRIS RD	DUNN, NC 28334
MCCRIMON, GLORIA A;MONK, CHRISTOPHER L	8185 NORRIS RD	DUNN, NC 28334
MYLES, DEMETRIUS	124 TIMBER HOLLOW DR	LINDEN, NC 28356
ARTIS, DORETHA C	4850 OVERCREEK LN	DUNN, NC 28344
JOHNSON, RONNIE	2605 ARGOSY CT	FAYETTEVILLE, NC 28304
AFRICAN METHODIST EPISCOPAL ZION CHURCH OF ELIZABETH	PO BOX 222	GODWIN, NC 28344
MCLAMB, CARLIE C III	101 CANTERBURY DR	DUNN, NC 28334
BROOKS, CARLTON	7667 ARBOY CT	LAUREL, MD 20707
WEST, MARTHA DALE	4980 ROSS WEST RD	DUNN, NC 28334
ROBERSON, JOHN M	105 N HOLLAND RD	DUNN, NC 28334
JONES, MONICA CAMERON;DANIEL, TYRELL CAMERON RS	8376 BURNETTE RD	DUNN, NC 28334
WILLIAMS, TERRIO DEVON	106 B SAWYERS CIR	DUNN, NC 28334
JONES, MONICA CAMERON;DANIEL, TYRELL CAMERON RS	8376 BURNETTE RD	DUNN, NC 28334
MYLES, LARRY;MYLES, WANNIS	4829 OVERCREEK LN	DUNN, NC 28334
MCLAMB, CARLIE C III	101 CANTERBURY DR	DUNN, NC 28334
ARTIS, DORETHA CAMERON	4850 OVERCREEK LN	DUNN, NC 28344
LENNON, DERRICK OLANDER;LENNON, ERIC LAMONT	1210 WEDGEWOOD LANE	DURHAM, NC 27713
TYSON, VANCE U JR	4925 S NC 87 HWY	FAYETTEVILLE, NC 28306
JONES, MONICA CAMERON;CAMERON, DANIEL TYRELL	8376 BURNETT ROAD	DUNN, NC 28334
ROBERSON, JOHN M	105 HOLLAND AVE	DUNN, NC 28334
CASTROLOPEZ, AUDELINA	8232 NORRIS RD	DUNN, NC 28334
HOLDEN, POLLY P	6621 JULLIARD DR	FAYETTEVILLE, NC 28311
MYLES, HARRY;MYLES, JACQUELYN	8171 NORRIS RD	DUNN, NC 28334
BROOKS, CARLTON	7667 ARBOY CT	LAUREL, MD 20707
HARGROVE, JAMES E;HARGROVE, HAZEL W	8408 BURNETT RD	DUNN, NC 28334
JOHNSON, TERESA	5179 SPINNAKER LN	KING GEORGE, VA 22485
BROOKS, LAURETTA CAMERON	944 CARNEGIE DR	FAYETTEVILLE, NC 28311
WILLIAMS, OLIVE H LIFE ESTATE	7408 BURNETT RD	GODWIN, NC 28344
JOHNSON, ANTHONY JOSEPH	90 LAURELWOOD LN	LILLINGTON, NC 27546
WILLIAMS, LINNIE	3241 US 401 S	LILLINGTON, NC 27546
CAMERON, NAOMI;BENJAMIN, F	PO BOX 272	GODWIN, NC 28344
WEST, JOHN ROSS;WEST, JANET HILL LIFE ESTATE	4994 ROSS WEST RD	DUNN, NC 28334
GODWIN, LILLIE JOANN WILLIAMS	8126 NORRIS RD	DUNN, NC 28334
WILLIAMS, BETTY MYLES	4839 OVERCREEK LN	DUNN, NC 28334
BAILEY, DAVID EARL HEIRS	77 COURTNEY CIR	FOUR OAKS, NC 27524
KEMNITZ, TADEUSZ;KEMNITZ, DAVID	10404 CHAPEL HILL RD 100	MORRISVILLE, NC 27560
MYLES, HARRY	8171 NORRIS RD	DUNN, NC 28334
TYSON, VANCE U JR	4925 S NC 87 HWY	FAYETTEVILLE, NC 28306

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 \$ 250.00.
(See attached Fee Schedule).

Rezoning Procedure:

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

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

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

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

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

1. Requested Rezoning from A 1-A to R30A
2. Address of Property to be Rezoned: Intersection of Burnett & Norris Rd
3. Location of Property: Burnett Road
4. Parcel Identification Number (PIN #) of subject property: 0594-51-9407
(also known as Tax ID Number or Property Tax ID)
5. Acreage: 3.51 Frontage: 510' Depth: 614'
6. Water Provider: Well: County PWC: _____ Other (name): _____
7. Septage Provider: Septic Tank PWC _____
8. Deed Book 4229, Page(s) 90, Cumberland County Registry. (Attach copy of deed of subject property as it appears in Registry).
9. Existing use of property: Vacancy / undeveloped
10. Proposed use(s) of the property: Home
11. Do you own any property adjacent to or across the street from this property?
Yes No _____ If yes, where? At the back of the property
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.

John Roberson
NAME OF OWNER(S) (PRINT OR TYPE)

105 N Holland Ave Dunn, NC 28334
ADDRESS OF OWNER(S)

(910) 591-6064 HOME TELEPHONE # (910) 591-6064 WORK TELEPHONE #

NAME OF AGENT, ATTORNEY, APPLICANT (PRINT OR TYPE)

ADDRESS OF AGENT, ATTORNEY, APPLICANT

robersonsplace@yahoo.com
E-MAIL

HOME TELEPHONE # _____
WORK TELEPHONE #

John Roberson _____
SIGNATURE OF OWNER(S) SIGNATURE OF AGENT, ATTORNEY OR APPLICANT

SIGNATURE OF OWNER(S)

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

ORDER DETAILS

PREVIEW FOR AD NUMBER LWLM02489740

Order Number:
 LWLM0248974
 External Order #:
 11078719
 Order Status:
 Approved
 Classification:
 Govt Public Notices
 Package:
 General Package
 Total payment:
 194.72
 Payment Type:
 Account Billed
 User ID:
 L0012804
 External User ID:
 744350

ACCOUNT INFORMATION

Amanda Ozanich
 130 Gillespie ST ATTN: Amanda Ozanich
 Fayetteville, NC 28301-5669
 910-678-7600
 aozanich@cumberlandcountync.gov
 Cumberland County Planning and Inspections
 Contract ID:

TRANSACTION REPORT

Date
 February 26, 2025 2:59:17 PM EST
 Amount:
 194.72

ADDITIONAL OPTIONS

1 Affidavit

SCHEDULE FOR AD NUMBER LWLM02489740

March 3, 2025
 Fayetteville Observer
 March 10, 2025
 Fayetteville Observer

Public Notice

The Cumberland County Board of Commissioners will meet at 6:45 p.m. on March 17, 2025, in Room 118 of the County Courthouse at 117 Dick Street to hear the following:

ZON-24-0042: Rezoning from A1 Agri. Dist. to R15 Res. Dist. or to a more restrictive zoning dist.; 20.06 +/- acres; located south of Sharon Church Rd and east of Turnbull Rd; Mike Adams (Agent), Jefe Trust (Owner).

ZON-25-0001: Rezoning from A1A Agri. Dist. to R30A Res. Dist. or to a more restrictive zoning dist.; 3.51 +/- ac.; located at the southeast corner of Burnett Rd and Norris Rd intersection; John Roberson (Owner).

ZON-25-0002: Rezoning from A1 Agri. Dist. to A1A Agri. Dist. or to a more restrictive zoning dist.; 1.75 +/- ac. portion of 3.91 +/- ac. parcel; located on the east side of Ramsey St and north of Linden Rd; Lisa Clifton (Agent), Todd and Stephen Clifton (Owners).

March 3, 10 2025
 LWLM0248974



SOLID WASTE MANAGEMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MARCH 17, 2025

TO: BOARD OF COUNTY COMMISSIONERS

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

DATE: 3/13/2025

SUBJECT: WATER SERVICES AGREEMENT FOR GRAY'S CREEK PHASE 1

BACKGROUND

County management, staff, consulting engineers and Fayetteville PWC staff met with the N. C. Department of Environmental Quality Division of Water Infrastructure (DWI) on February 24, 2025, to discuss the Gray's Creek Water System Phase 1 project schedule and address concerns related to funding deadlines.

The proposed Phase 1 includes water distribution to serve approximately 180 properties impacted by PFAS contamination. The preferred Alternative 1 in the Preliminary Engineering Report (PER) leverages the Fayetteville PWC's plans to extend water service to Gray's Creek Elementary and Alderman Road Elementary Schools. Another alternative in the PER includes a groundwater-based system.

For PER approval, DWI is requiring that an executed Water Services Agreement for Phase 1 be submitted with the final engineering report by March 24.

The agreement as presented is a bulk water agreement. This concept is a departure from the Memorandum of Understanding with PWC that was established in April 2024. As such, we will be submitting to DWI a joint letter acknowledging that both parties (PWC and Gray's Creek Water and Sewer District) agree the Phase 1 project falls outside the scope of the MOU and that the attached Water Services Agreement provides parameters for this initial project.

At their March 6, 2025, meeting, the Infrastructure Committee directed staff to place the agreement as an Item of Business for the March 17, 2025.

RECOMMENDATION / PROPOSED ACTION

County Management recommends approval of the Water Services Agreement for Gray's Creek Phase 1 and that the executed agreement and a joint letter from PWC and the District stating Phase 1 falls outside the scope of the MOU be submitted to DWI.

ATTACHMENTS:

Description

Type

Water Services Agreement

Backup Material

**STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND**

**INTERGOVERNMENTAL
WATER SERVICES AGREEMENT**

This AGREEMENT is made and entered into as of the Effective Date (as hereinafter defined) by and between the **FAYETTEVILLE PUBLIC WORKS COMMISSION**, a North Carolina public authority (hereinafter called the "Seller"), and the **GRAY'S CREEK WATER AND SEWER DISTRICT** (hereinafter called the "Purchaser"), a county water and sewer district created pursuant to Article 6, Chapter 162A, of the North Carolina General Statutes. The Seller and the Purchaser are each a "party" to this Agreement, and the two of them are the "parties" to this Agreement.

WITNESSETH:

WHEREAS, the Purchaser owns and operates a municipal public water system and wishes to purchase water for that system from the Seller in order to sell water to the Purchaser's customers, and

WHEREAS, to purchase water from the Seller, the Purchaser anticipates making a significant investment in order to extend its current water system to a connection point on the Seller's system based on the Seller's construction of a water main serving the Gray's Creek and Alderman Road Elementary Schools at which the Purchaser can take delivery of the Seller's water; and

WHEREAS, the Seller owns and operates a water system with excess capacity, and the Seller wishes to sell excess water to the Purchaser; and

WHEREAS, the parties wish to enter into a mutually advantageous agreement, whereby the Purchaser will purchase from the Seller up to ninety-eight thousandths (0.098) million gallons per day (hereinafter, "Maximum Daily Usage") of water in any twenty-four (24) hour period for Gray's Creek Phase 1 (as defined and depicted on Exhibit A attached hereto), and will pay for it at Seller's wholesale water rates in effect at the time the water is delivered to Purchaser ("Wholesale Rate"), as periodically updated.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions contained herein, and accruing to the benefit of each of the respective parties hereto, the Purchaser and the Seller agree as follows:

I. Representations and Warranties.

(a) Purchaser is a political subdivision of the State of North Carolina and a *municipal corporation* governed by the Cumberland County Board of Commissioners acting as the governing board of the district. Those signing on behalf of the Purchaser have been authorized by the Gray's Creek Water and Sewer District Governing Board to execute this Agreement on behalf of the Purchaser.

(b) The Seller is a public authority as defined by the General Assembly of North Carolina in Session Law 2016-47, House Bill 392, organized under the laws of the State of North Carolina and a commission of the City of Fayetteville, North Carolina. Those signing on behalf of the Seller have been duly authorized to execute this Agreement on behalf of the Seller.

(c) The Purchaser is unaware of any judgment, order, court ruling, contract, or instrument that would be violated by the Purchaser entering into this Agreement. The Purchaser is unaware of any pending or threatened litigation against it that would impair its ability to perform its duties and obligations under this Agreement.

II. Quantity of Water Purchased.

(a) The Purchaser may use and purchase monthly up to three (3.0) million gallons of the Seller's water (hereinafter, the "Maximum Monthly Usage Rate"). The Purchaser shall not be permitted to purchase more than ninety-eight thousandths (0.098) million gallons per day in any twenty-four (24) hour period (hereinafter the "Maximum Daily Usage Rate"). Regardless of how much water the Purchaser actually uses, the Purchaser will be charged at a monthly minimum of one (1.0) million gallons each month once the Purchaser commences using the Seller's water as outlined in VIII(a), as well as the Reserve Capacity Fee outlined in Subsection IX(c), below.

(b) The meter at the Metered Point (as defined below) will be read approximately every thirty (30) days by the Seller for the purpose of calculating its invoices to the Purchaser.

(c) The Purchaser may read the meter as often as it chooses for purposes of setting a flow rate. The Purchaser may adjust its consumption in order to achieve its desired daily flow rate as long as the Purchaser complies with the Maximum Monthly Usage Rate and the Maximum Daily Usage Rate imposed by Section II(a) of this Agreement. The Purchaser shall provide a forecast of future water demand and shall update said forecast on an annual basis, said date to be established by the Seller.

(d) Notwithstanding any other provision of this Agreement to the contrary, the Purchaser shall be temporarily relieved of its obligation to purchase water, and the Seller may not supply the Purchaser water, during any time period when the Seller lacks sufficient water to meet all of its customers' demands because of circumstances beyond the Seller's control (which may include, but are not limited to, a drought, but which do not include the Seller agreeing to serve new customers when it lacks sufficient water capacity to fully serve both those new customers and the Purchaser). In that event, the Seller's Water Conservation Plan shall apply.

III. Point of Delivery.

The Seller agrees to deliver water to the Purchaser at a metered point ("Metered Point"), *which the Seller will install*, and which will be located at the intersection of School Road and Alderman Road in the vicinity of Gray's Creek Elementary School at the terminus of the proposed line extension installed by Seller located at or near said location, to be determined by

engineering and topographic necessity, subject to the mutual agreement of the parties. The Purchaser may connect one or more water lines to the Metered Point, on the Gray's Creek Water and Sewer District - Phase 1 side of the Metered Point. The meter that the Seller installs at the Metered Point will be sized appropriately to match the size of the lines to which the meter will be connected (as the Seller shall, in its sole and absolute discretion, determine) and the Purchaser will reimburse the Seller, within 30 (thirty) calendar days of the date of invoice, for the cost of the meter. Any replacement or other meters subsequently needed at the Metered Point shall, similarly, be installed by the Seller and paid for by the Purchaser. The Seller shall routinely inspect, test, and maintain meter regardless of any suspected irregularities, and the Seller shall repair or replace meter if suspected irregularities are confirmed. The Purchaser hereby acknowledges and agrees that the Seller shall have the right to enter the Purchaser's property, with prior written notice, when practical, to the Purchaser, to install, inspect, test, maintain, repair, and replace the meters at the Metered Point.

Purchaser shall promptly report to the Seller any malfunction or other problem that the Purchaser detects in a meter at the Metered Point.

Purchaser at its sole cost and expense reserves the right to monitor chlorine residual and pressures at the point of delivery.

IV. Water Lines and Backflow Prevention Devices.

(a) The Parties acknowledge that the Seller's proposed water main line will extend from the terminal point of the Seller's existing water main on Highway 87 south to the vicinity of the Alderman Road and School Road intersection. Subject to force majeure, the Seller agrees that construction of this water main will be completed by September 2026 at Seller's sole cost and expense. The Purchaser expressly agrees that it will, at its sole cost and expense, design and extend a water line exclusively within the public right-of-way and/or utility easements, to the point of delivery. The Purchaser will submit the design and specifications for said line to the Seller for review. The design, construction or installation, inspection, maintenance, repair, and reconstruction of water lines and devices downstream of the Metered Point, and the cost thereof, shall be the Purchaser's sole responsibility, and the Seller shall have no obligation or responsibility in connection therewith. All said water lines and devices downstream of the Metered Point, within Cumberland County, shall be and remain the Purchaser's property.

(b) The Purchaser shall install an appropriate backflow prevention device at the Metered Point, and that device must satisfy the Seller's standard specifications for lines and devices connected to the Seller's water system, and all applicable state and local laws, rules, and regulations. The Purchaser shall inspect and test its backflow prevention device or cause it to be inspected, at least once per year but in any event as required by applicable ordinance(s). The Seller also reserves the right to reasonably inspect and test the backflow prevention device at its own expense but shall have no obligation to do so. The testing results and records shall be shared between the parties. In the event that a backflow prevention device malfunctions or fails, the Purchaser will recalibrate, repair, or replace the backflow prevention device and upgrade the vault in which it sits, as the Seller directs and in accord with the Seller's standards and

specifications in effect at the time. The Seller shall not be responsible for the inspection, testing, upkeep, maintenance, recalibration, repair, or replacement of any backflow prevention device that the Purchaser installs at the Metered Point or the upgrade of any vault, and the costs of any inspections, tests, upkeep, maintenance, recalibrations, repairs, replacements and/or upgrades of those devices shall be paid for by the Purchaser. The Seller shall not be required to provide to the Purchaser more than the Maximum Daily Usage Rate or the Maximum Monthly Usage Rate, as provided for in Subsections II(a) and Section V of this Agreement, even if the Purchaser experiences water loss due to repair problems associated with the backflow prevention device at the Metered Point.

(c) The Purchaser, on its side of the Metered Point, shall be permitted to connect whatever types and sizes of water lines and related equipment to the Metered Point, as are necessary or appropriate to enable the Purchaser to purchase the amount of water provided for by this Agreement, except that those lines and equipment must satisfy the Seller's standard specifications for lines and devices connected to the Seller 's water system.

(d) The Purchaser shall submit the design and specifications for any supply and other water lines and other equipment it proposes to construct and /or connect to the Seller's water system, to the Seller, for review and approval within 20 business days of submission prior to construction, but the Seller shall not, thereby, become responsible for any deficiencies in the lines or other equipment's design or construction. The Seller hereby disclaims responsibility for, and the Purchaser hereby acknowledges that, the Seller shall not be responsible for, any claims or liabilities in connection therewith.

(e) Except as otherwise expressly specified herein, nothing in this Agreement shall grant to the Seller any ownership rights in the Purchaser's water lines or equipment downstream of the Metered Point or in any other water lines or equipment of the Purchaser.

V. Flow Rate.

In the event of a fire or other emergency that causes the Purchaser to need a larger volume of water, the Maximum Daily Usage Rate may be exceeded, subject to the Seller's ability to furnish additional water. In such case, the Purchaser shall give the Seller written notice of the fire or other emergency as soon as possible after such event, but, in no case later than 24 hours after such event.

VI. Compliance with Applicable Law.

(a) Each party's performance under this Agreement is subject to such federal, state, and local laws and regulations as may be applicable, and the Seller and the Purchaser will collaborate in obtaining any necessary permits or certificates as may be required to comply with those legal requirements. If, after the date of this Agreement's execution, any changes occur in applicable federal, state, or local laws or regulations, the provisions of this Agreement will be deemed automatically amended to comply therewith, without the need for any action on the part of either

party, provided that, if any such change materially and adversely impacts the right of a party hereunder, said party may terminate the Agreement by giving the other party 12 (twelve) months' prior written notice.

(b) The Purchaser agrees to operate all portions of the water system that it owns or controls, downstream from the Metered Point, in compliance with all applicable federal, state, and local laws and regulations.

VII. Records.

Each party agrees to keep and maintain records related to its performance under this Agreement, and in accordance with applicable state and local laws and regulations and agrees that any such records which are public records may be examined and copied by the other party or its representatives during regular business hours.

VIII. Term and Termination.

(a) This Agreement shall begin on the date that it has been signed by both parties (the "Effective Date"). The term of the Agreement will be ten (10) years from the Effective Date (hereinafter "Term"). The Term may be extended by two (2) consecutive periods of ten (10) years each (hereinafter an "Extension Period"). The Term will be automatically extended by each Extension Period unless either party provides notice pursuant to the terms of this Agreement, to the other in writing, six (6) months prior to the end of the Term then currently in effect of its intent not to extend the then current Term. The Purchaser agrees that it will commence using the Seller's water within three (3) years of the Effective Date or, if the Seller's water line is not operational within 3 years, within 12 months of operation of the Seller's water line." after which time, if the Purchaser has not commenced using water, the Agreement will automatically terminate, without further action on the part of either party. If the Seller contends that the Purchaser has breached a material term of this Agreement other than non-payment of an invoice, the remedy for which is addressed in Subsection IX(b), below, and failure to submit a request and plan to the Seller to increase capacity, the remedy for which is addressed in Subsection II(a), above, the Seller shall provide written notice to the Purchaser detailing the breach, and the Purchaser shall have thirty (30) calendar days from the date of the notice to cure that breach (or, if the breach cannot reasonably be cured within 30 calendar days, to make reasonable efforts to begin curing the breach and to continue diligently working to cure the breach after the thirty (30) days have ended, until the breach is cured, provided that the breach must, in any event, and nothing else to the contrary withstanding, be cured within ninety (90) calendar days of the date of the Seller's notice to the Purchaser of the breach). If the Purchaser does not cure the breach or make reasonable efforts to begin curing the breach, as applicable, within the specified time periods, or, if the Purchaser does not, thereafter, continue to diligently pursue a remedy of the breach, all as the Seller, in its sole and absolute discretion, shall determine, the Seller may either terminate this Agreement, with thirty (30) calendar days' prior, written notice, or suspend this Agreement for as long as the breach remains uncured, as the Seller, again, in its sole and absolute discretion, shall determine. If this Agreement is suspended, the Purchaser may, at any time before the Seller provides written notice of termination, per Subsection IX(c), below, reinstate

this Agreement upon curing the breach, at which time the Agreement shall be deemed reinstated.

(b) If the Purchaser breaches any material provision of this Agreement, the Seller may terminate the Agreement, as specified above. If the Seller wishes to terminate this Agreement, without cause, the Seller must provide seventy-two (72) months' prior, written notice to the Purchaser.

(c) If the Purchaser wishes to terminate this Agreement, with or without cause, the Purchaser must provide the Seller twelve (12) months' prior written notice.

IX. Payment.

(a) The Seller will read the meter at the Metered Point and submit an invoice to the Purchaser for each billing cycle, based on the total amount of water purchased by the Purchaser, as shown by the meter. If the meter fails to function properly during a particular billing cycle, so that an accurate reading of water usage for that billing cycle cannot be made, the Purchaser shall pay, as its total charge for that billing cycle, the average of the total charges per billing cycle that it paid for the three prior billing cycles for which accurate meter readings are available, unless the estimation is adjusted by mutual consent.

(b) The Purchaser shall pay the Seller for water at the Wholesale Rate within the timeframe indicated therein. The Purchaser shall be subject to all collection procedures, penalties, and remedies for non-payment, including suspension and termination of service. In the event Purchaser's purchase of water under this Agreement in any month exceeds three (3) million gallons, the cost to the Purchaser for the overage shall be two and a half (2½) times the then current Wholesale Rate.

(c) Upon connection to the point of delivery, Purchaser will be obligated to pay the then current fees and charges as set forth in Seller's applicable rate schedules, as well an additional "Reserve Capacity Fee" for the initial three million (3,000,000) gallon per month of capacity. Purchaser shall also be liable for an additional Reserve Capacity Fee in three million (3,000,000) gallon increments for added capacity, once the Maximum Monthly Usage Rate or initial three million (3,000,000) gallon is exceeded. By way of example, a Reserve Capacity Fee is due and payable upon connection. At any point in time when the monthly usage rate increases to three million and one (3,000,001) gallons, an additional Reserve Capacity Fee will be charged. The next Reserve Capacity Fee will be due and payable once the monthly usage rate increases to six million and one (6,000,001) gallons and so on.

(d) Seller agrees to provide seven days' notice of public hearing prior to revising the rates referenced in this Agreement, in accordance with, N.C.G.S. 160A-314(a1)(1).

X. Event of Default

In addition to the rights of termination provided to Seller in this Agreement, Seller may suspend the furnishing of wholesale water to the Purchaser in the event of a default by the Purchaser.

Notwithstanding the foregoing, Seller may immediately suspend the furnishing of wholesale water to the Purchaser to prevent harm to the Purchaser or to Seller's System or due to an Emergency Condition.

An "event of default" under this Agreement includes, but is not limited to, the following:

- a. Failure by the Purchaser to pay when due all of its monetary obligations under this Agreement after the expiration of ten (10) days written notice to the Purchaser;
- b. Fraudulent or unauthorized use or consumption of water from the Seller or use in such manner as to circumvent the Seller's meter or cause meter error or tampering with the Seller's equipment;
- c. Subject to Section V above, two (2) or more exceedances by the Purchaser of the Maximum Daily Usage Rate during any thirty (30) day period;
- d. Subject to Section V above, two (2) or more exceedances by the Purchaser of the Monthly Maximum Usage during any continuous six (6) month period for which this Agreement is in full force and effect; and
- e. Any other breach by the Purchaser of this Agreement after the expiration of thirty (30) days written notice to the Purchaser.

Notwithstanding anything to the contrary herein, in the event of a default pursuant to subsections (c) and (d) above, Seller may at its option, install at Purchaser's expense a governing meter which shall limit the amount of water available to Purchaser.

XI. Water Quality.

The point of sale of the water provided herein shall be at the Metered Point. The Seller warrants only that all water delivered to the Metered Point is in full compliance with all applicable federal, state, and local laws and regulations. The Seller does not warrant or represent that its water is fit for any other purpose. THE SELLER EXPLICITLY EXCLUDES ANY WARRANTY UNDER THE UNIFORM COMMERCIAL CODE INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR IMPLIED WARRANTY FOR MERCHANTABILITY. THE SELLER FURTHER DISCLAIMS ALL OTHER WARRANTIES UNDER ARTICLE 2 OF CHAPTER 25 OF THE NORTH CAROLINA GENERAL STATUTES, CONSISTENT WITH NCGS §130A-315(G) OF THE NORTH CAROLINA DRINKING WATER ACT. Further, the Seller makes no warranties about, and is not responsible for, any diminution in the quality of the water after it passes through the Metered Point and enters the Purchaser's water system.

XII. Pressure.

The Seller warrants that all water shall be delivered to the Metered Point with a minimum pressure of 70 psi at average daily flow rate or such other minimum as prescribed by applicable law. The Seller makes no warranty about, and is not responsible for, any reduction in the water's pressure once it passes through the Metered Point and enters the Purchaser's water system.

XIII. Booster Pumps.

In the event the Purchaser installs booster pumps for the lines that the Purchaser directly connects to the Metered Point, the Purchaser shall submit plans and specifications for those pumps to the Seller for the Seller's review and approval. The Purchaser shall not install those pumps without the Seller's prior, written approval, which shall not be unreasonably withheld. Those pumps will meet the Seller's standard specifications for booster pumps connected to the Seller's water system.

XIV. No Resale to Other Water Systems.

Although the Seller acknowledges that the Purchaser is purchasing the Seller's water for resale to the Purchaser's customers, the Purchaser hereby agrees that it shall not furnish or sell such water to other governmental bodies or water systems, or make interbasin transfers of such water, without the Seller's prior written consent. For purposes of this section, "other water systems" shall mean water systems owned and operated by another government body or private entity that resells water to its own customers.

XV. Customers.

Unless otherwise agreed by the parties, the owners and occupiers of any properties that receive their water directly or indirectly from the Purchaser's water system (or for which the Purchaser does or could impose a water availability charge or comparable charge because that customer could receive water from the Purchaser's system but does not do so) will be water customers of the Purchaser and not of the Seller.

XVI. Water Emergencies.

In the event the Seller declares water use restrictions in accordance with its water emergency management policies, the Purchaser agrees, with regard to any water delivery to the Purchaser by the Seller pursuant to this Agreement, to implement water use restrictions equal to those implemented by the Seller within twenty-four (24) hours of notification to the Purchaser by the Seller.

XVII. Indemnifications.

(a) By the Purchaser: To the extent allowed by law, the Purchaser shall release, defend, indemnify, and hold the Seller harmless from and against any and all claims, costs, damages, liabilities, expenses, actions, and causes of action, whatsoever, including, but not limited to, reasonable attorneys' fees, court costs, other expenses of litigation, and incidental, indirect, consequential, special, exemplary, and punitive damages, to the extent arising out of or, in any way, connected with:

i. Under the foregoing Article II (d), the Seller's failure to supply water during any time

period when the Seller lacks sufficient water to meet all of its customers' demands because of circumstances beyond the Seller's control (which may include, but are not limited to, a drought, but which do not include the Seller agreeing to serve new customers when it lacks sufficient water capacity to fully serve both those new customers and the Purchaser).

ii. Under the foregoing Article IV, any acts or omissions of the Purchaser, in (i) the installation, construction, inspection, operation, maintenance, expansion, repair, reconstruction, rehabilitation, relocation, or replacement of that system or appurtenant devices, or any other activity associated with the system, or (ii) the Purchaser's inspection of the Seller's meters, or (iii) any defect or flaw in the design, installation, or construction of, or any failure or malfunction of, the Metered Point, meters, backflow prevention devices, booster pumps, supply lines, or other lines or equipment designed, installed/constructed, or provided by the Seller or any of its employees or agents, hereunder, including but not limited to the extension by the Purchaser of the Seller's existing line to the County border, the construction by the Purchaser of any supply lines and associated equipment, and the installation by the Purchaser of any meters or backflow prevention devices.

iii. Under the foregoing Article VI, the Purchaser's failure to so comply with federal, state, and local laws and regulations.

iv. Under the foregoing Article XI, any reduction in water quality once it passes through the Metered Point and enters the Purchaser's water system.

v. Under the foregoing Article XII, any reduction in the pressure of the water once it passes through the Metered Point and enters the Purchaser's water system.

vi. Under the foregoing Article XIII, said booster pumps.

vii. Under the foregoing Article XIV, the re-sale or other provision of water by the Purchaser to any third party.

(b) By the Seller: To the extent allowed by law, the Seller shall release, defend, indemnify, and hold the Purchaser harmless from and against any and all claims, costs, damages, liabilities, expenses, actions, and causes of action, whatsoever, including, but not limited to, reasonable attorneys' fees, court costs, other expenses of litigation, and incidental, indirect, consequential, special, exemplary, and punitive damages, to the extent arising out of or, in any way, connected with:

i. The Seller's failure to operate its water system in compliance with federal, state, and local laws and regulations as to any water supplied and upstream from the Metered Point.

ii. The Seller's failure to provide the Purchaser with a maximum flow rate, under the foregoing Article V.

iii. Any breach of the Seller's warranty resulting in diminution in the quality of the water before it passes through the Metered Point, under the foregoing Article XI.

iv. The Seller's failure to deliver water to the Metered Point with a minimum pressure of 70 psi or such other minimum as prescribed by applicable law, under the foregoing Article XII.

XVIII. Iran Divestment Act.

The Parties certify that they are not on the North Carolina State Treasurer's list of persons engaging in business activities in Iran, prepared pursuant to NCGS §147-86.58; nor will the Parties utilize, on this Agreement, any contractor or subcontractor on such list.

XIX. Divestment from Companies Boycotting Israel.

The Parties certify that they are not on the North Carolina State Treasurer's list of companies engaged in a boycott of Israel, in violation of NCGS 147-86.80 et. seq., and that they will not utilize on this Agreement any contractor or subcontractor on said list.

XVIII E-Verify.

The Applicant will comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Furthermore, if the Applicant utilizes a contractor, the Applicant will require the contractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

XIV Defenses.

The Seller hereby reserves any and all defenses available to it at law or in equity, including, but not limited to, the defenses of governmental immunity, contributory negligence, and employees acting outside the scope of employment.

XX. Chlorine Residuals.

If the Purchaser's water system must be flushed to maintain chlorine residuals therein, the Purchaser shall be solely responsible to flush its water system, in order to maintain chlorine residuals therein, and to pay to the Seller the cost of the water required to flush said system.

XXI. Interlocal Cooperation Statute Requirements.

To the extent any portion of this Agreement is authorized by Article 20, Part I of Chapter 160A of the North Carolina General Statutes, the following provisions will apply:

- (a) No joint agency is established by virtue of this Agreement.
- (b) The Purchaser and the Seller, will be responsible to appoint or employ the personnel necessary to implement their respective obligations, as indicated herein.

(c) The financing of the undertaking which is the subject of this Agreement, and the apportionment of costs and revenues, will be as indicated herein.

(d) To the extent any real property is involved in the undertaking, which is the subject of this Agreement, said real property will be held by the party indicated herein (the City of Fayetteville, North Carolina, by and through Fayetteville Public Works Commission, will hold title on behalf of the Seller with respect to any real property with respect to which the Seller is obligated herein).

XXII. Counterparts; Facsimiles and Electronic Signatures.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which combined shall constitute one and the same instrument. Facsimile and/or electronic copies of the parties' signatures shall be valid and treated the same as original signatures.

XXIII. Entire Agreement.

This Agreement constitutes the entire agreement and understanding between the parties concerning the subject matter of this Agreement, and it supersedes all other offers, negotiations, representations, and agreements, either written or oral, concerning that subject matter. Any amendment to this Agreement must be in writing, approved by the governing boards of both parties, and executed by both parties.

XXIV. Governing Law and Forum.

This Agreement shall be governed by the laws of the State of North Carolina without regard to North Carolina's choice of law provisions. The sole and exclusive venue for any action pertaining to this Agreement shall be the Cumberland County Superior Court in Cumberland County, North Carolina.

XXV. Invalidated Provisions Stricken.

If any term of this Agreement is found by a court of competent jurisdiction to be invalid, the invalid term shall be enforced to the greatest extent legally permissible, and the invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

XXVI. Waiver.

If either party waives or excuses any breach of this Agreement by the other party, that shall not be deemed to waive or excuse any later breach of this Agreement by the other party, nor shall it be deemed a waiver of this section of the Agreement.

XXVII. Assignment.

Neither party may assign its rights or obligations under this Agreement, or sub-contract any part of this Agreement, without written approval from the other party. This Agreement shall be binding on any person or entity acquiring the Seller's water system, and the Seller shall provide the Purchaser with at least thirty (30) days' advance written notice before conveying the Seller's water system to any person or entity.

XXVIII. No Third-Party Beneficiaries.

The Seller and the Purchaser do not intend for this Agreement to grant any rights to any third parties, and this Agreement shall not be deemed to grant any rights to any third parties.

XXIX. Notices.

All notices, requests, demands and other communications hereunder must be in writing and shall be deemed to have been duly given by hand delivery (with receipt therefor) or by Federal Express or similar courier service, or if mailed by first class, certified or registered mail, return receipt requested, postage and certification or registry fees prepaid, and addressed as follows:

To Seller:

Fayetteville Public Works Commission
955 Old Wilmington Road
Fayetteville, NC 28301
Attn: CEO/General Manager

With copy to:

Fayetteville Public Works Commission
955 Old Wilmington Road
Fayetteville, NC 28301
Attn: General Counsel

To: Purchaser

Gray's Creek Water & Sewer District
117 Dick Street, Suite 507
P.O. Box 1829
Fayetteville, NC 28302-1829

{SIGNATURES PAGES FOLLOW}

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

Fayetteville Public Works Commission

By: _____
Timothy Bryant, CEO and General Manager

Date: _____

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act (N.C. Gen. Stat. § 159-1 et seq.).

By: _____
Rhonda Graham, Chief Financial Officer

Approved as to form:

Legal Department

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

By: _____
Kirk deViere, Chairman
Gray's Creek Water and Sewer District
Cumberland County Board of Commissioners

Date: _____
Andrea Tebbe
Clerk to the Board

Attest:

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

Approved as to form:

County Attorney's Office

EXHIBIT A – Gray’s Creek Phase 1

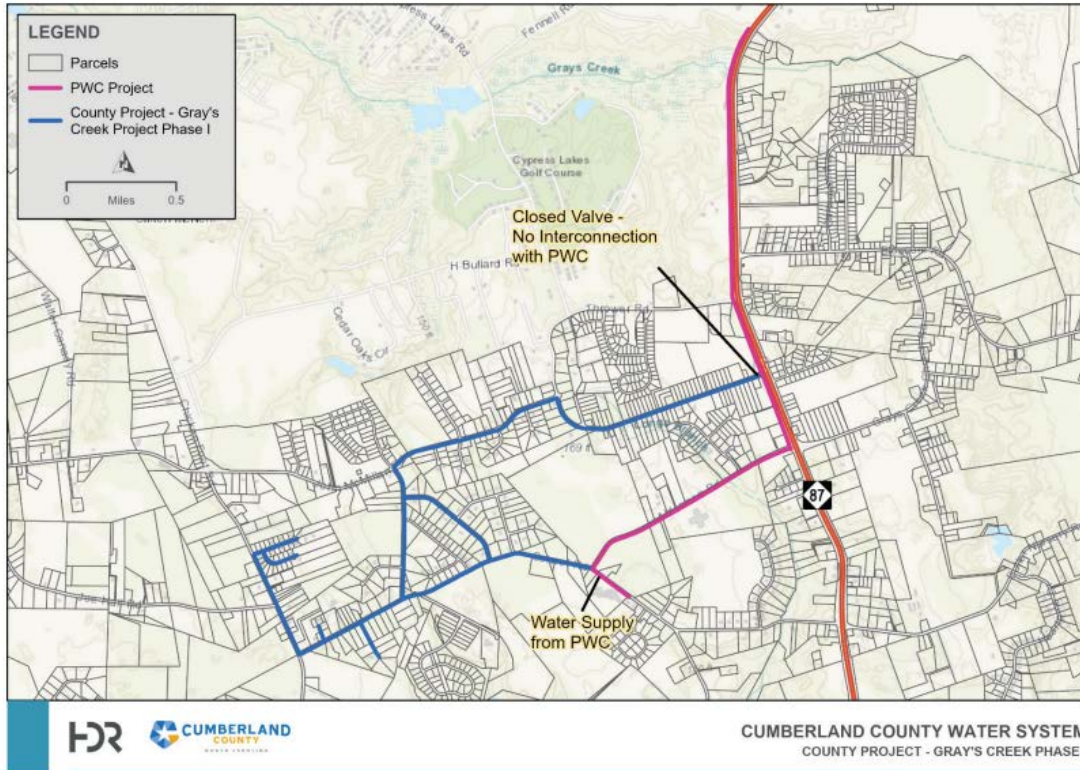


Figure ES-1. Alternative 1(Preferred)

1



OFFICE OF THE COUNTY ATTORNEY

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MARCH 17, 2025

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COUNTY ATTORNEY

DATE: 3/14/2025

**SUBJECT: REQUEST FOR REFUND OF ONE-HALF OF EXCISE TAX FOR
DUPLICATE RECORDING**

BACKGROUND

Attorney Jennifer K. Fincher has requested a refund of the county's one-half of the excise tax paid for a duplicate recording of a deed. The deed was first recorded September 18, 2024, in Book 12064 at page 512, and a duplicate was recorded September 19, 2024, in Book 12064 at page 880. The excise tax for each recording was \$417. Excise tax is equally split between the county and the State. The request and copies of the recorded documents are attached.

The register of deeds has recommended that this refund for the duplicate recording be granted in the total amount of \$208.50. The county attorney has reviewed the recorded documents and confirmed that the recording information and stated excise tax warrants the refund of \$208.50. The recommendation of the register of deeds is attached with the other documents.

G.S. § 105-228.37 governs this refund process. The county attorney reports and advises as follows:

The board of commissioners must conduct a hearing on the request after at least 10 days' notice of the hearing to the taxpayer. Notice of the hearing was provided to the taxpayer by email sent by the county attorney to the taxpayer. The taxpayer acknowledged the notice by email returned to the county attorney. This is not a public hearing. The county may only refund one-half of the total tax because the county only received one-half of the tax and the state received the other half. The refund cannot be granted until the taxpayer records a document which states the correct amount of the excise tax, which in this case, none was due because it was not a transaction. The register of deeds must notify the finance officer and the secretary of revenue when the corrective instrument has been recorded. The refund will bear interest pursuant to the statute.

RECOMMENDATION / PROPOSED ACTION

The county attorney recommends the board grant the taxpayer’s request for this refund by adopting the following resolution:

Whereas, this matter was heard by the Board of Commissioners March 17, 2025; and

Whereas, the county attorney reported that the taxpayer acknowledged receipt of the notice of this hearing; and

Whereas, the taxpayer, Attorney Jennifer K. Fincher, requested a refund of the county’s one-half of the excise tax paid for recording a duplicate deed in error; and

Whereas, the county attorney reported that the deed was first recorded September 18, 2024, in Book 12064 at page 512, and a duplicate was recorded September 19, 2024, in Book 12064 at page 880 with the excise tax for each recording being \$417; and

Whereas, the county attorney advised that he reviewed the recorded documents and confirmed that the recording information and stated excise tax warrants the refund of the county’s half of the excise tax paid on the duplicate recording in the amount of \$208.50; and

Whereas, the county attorney further advised that the taxpayer must record a document which states the correct amount of the excise tax, which in this case none was due because it was not a transaction; the register of deeds must notify the finance officer and the secretary of revenue when that document has been recorded; and the refund bears interest pursuant to the statute.

Be it resolved, the Cumberland County Board of Commissioners finds that the facts stated above warrant the refund of the excise tax as requested by the taxpayer.

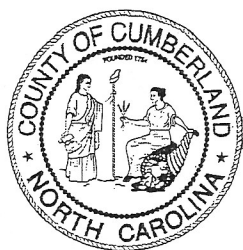
Be it further resolved, that upon the taxpayer recording a document stating the correct amount of the excise tax that complies with G.S. § 105-228.37(e), the register of deeds shall notify the finance officer and the secretary of revenue of the board’s action in this matter and the county finance officer shall refund the taxpayer one-half of the excise tax in the total amount of \$208.50 with interest as provided by G.S. § 105-228.37.

Adopted March 17, 2025

Cumberland County Board of Commissioners

ATTACHMENTS:

Description	Type
RQUEST, DOCUMENTS, & ROD RECOMMENDATION	Backup Material



CUMBERLAND
★ **COUNTY** ★
NORTH CAROLINA

Office of the Register of Deeds

J. Lee Warren, Jr.
Register of Deeds

Andra S. Brewington
Senior Assistant Register of Deeds

Sheila M. Dail
Dep. Sr. Asst. Register of Deeds

Kristian S. Johnson
Assistant Register of Deeds

Regina R. Frazier
Assistant Register of Deeds

Christy H. Tyndall
Assistant Register of Deeds

Glenda M. Culbreth
Assistant Register of Deeds

Brittany F. Riddle
Administrative Program Officer

MEMORANDUM

TO: RICK MOOREFIELD
COUNTY ATTORNEY

FROM: ANDRA BREWINGTON *AB*
SR. ASSISTANT REGISTER OF DEEDS

RE: REIMBURSEMENT OF EXCISE TAX

DATE: OCTOBER 30, 2024

Attached please find a request from Jennifer K. Fincher, Attorney at Law requesting a refund of Excise Tax for a Deed being recorded in Cumberland County in Book 12064 Page 512 and in Book 12064 Page 880. The same Deed was submitted twice through E-Recording in error and was recorded twice in Cumberland County.

The amount of Excise Tax was \$417.00. We are requesting approval from the Board of Commissioners to reimburse the County's portion of the Excise Tax in the amount of \$208.50 to Jennifer K. Fincher, Attorney at Law. Upon your reply of approval, I will submit a request to the Finance Department to have a check issued to Jennifer K. Fincher, Attorney at Law.

Thank you for your assistance.

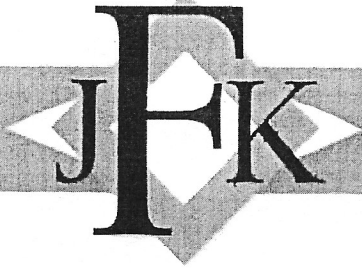
P.O. Box 2039, Room 114, First Floor, Courthouse, Fayetteville, NC 28302-2039

Phone: 910-678-7775

Fax: 910-323-1456

Email: getdeeds@infionline.net

Website: www.ccrod.org



JENNIFER K. FINCHER
ATTORNEY AT LAW

October 2, 2024

J. Lee Warren
Cumberland County Register of Deeds
117 Dick Street
Fayetteville, NC 28301

Sent via electronic mail
kjohnson@co.cumberland.nc.us

Dear Mr. Warren:

Please accept this request for return of excise tax paid twice on a duplicate deed. Below are the pertinent facts:

A Warranty Deed filed on September 19 202 at 11:13:58 am in Cumberland County, in Book 12064, Page 0880 was incorrectly recorded under another unrelated Grantee for an entirely different transaction, resulting in duplication of recording, along with duplicated payment of the Excise tax of \$417.00 for a total remittance of \$834.00 (not including recording fees).

Please process the reimbursement of this \$208.50 as soon as possible. Should you need anything further, do not hesitate to contact me. Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jennifer K. Fincher'. The signature is written in a cursive, flowing style.

Jennifer K. Fincher

Enclosures

324 N. McPherson Church Rd.
Fayetteville, NC 28303

(910) 867-7200 office
(910) 867-7204 fax

www.jkfincherlaw.com
admin@jkfincherlaw.com

FILED Sep 18, 2024
AT 03:43:49 PM
BOOK 12064
START PAGE 0512
END PAGE 0513
INSTRUMENT # 28198
RECORDING \$26.00
EXCISE TAX \$417.00

**NORTH CAROLINA GENERAL WARRANTY DEED
PREPARED WITHOUT TITLE EXAMINATION**

Excise Tax: \$417.00

R-17875-24

Parcel Identifier No. 0419-01-7278 Verified by _____ County on the ____ day of _____, 20__

By: _____

Mail/Box to: Jennifer Kirby Fincher, PLLC, 324 McPherson Church Road, Fayetteville NC 28303

This instrument was prepared by: Lakhiani Law, PLLC, 2919 Breezewood Avenue, Suite 300, Fayetteville, NC 28303

Brief description for the Index: Lot 81, Subdivison known as Lots 70-73 & Lots 79-86 Jack's Ford, Section I

THIS DEED made this 5th day of September, 2024, by and between

GRANTOR
Tiffany M. Larson F/K/A Tiffany M. Young, divorced
36024 Hillbrook Ave
Zephyrhills, FL, 33541

GRANTEE
Marica Fraser, single
2004 Christopher Way
Fayetteville, NC 28303

Enter in appropriate block for each Grantor and Grantee: name, mailing address, and, if appropriate, character of entity, e.g. corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context. WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot, parcel of land or condominium unit situated in the City of Fayetteville, Seventy-First Township, Cumberland County, North Carolina and more particularly described as follows:

BEING all of Lot 81, in a subdivision known as Subdivison known as Lots 70-73 & Lots 79-86 Jack's Ford, Section I, and the same being duly recorded in Plat Book 73, Page 50, Cumberland County Registry, North Carolina.

Parcel ID: 0419-01-7278

Property Address: 2004 Christopher Way, Fayetteville, NC 28303

The property hereinabove described was acquired by Grantor by instrument recorded in Book 12032 page 203.

All or a portion of the property herein conveyed includes or _____ does not include the primary residence of a Grantor.

A map showing the above described property is recorded in Plat Book 73 page 50.

Submitted electronically by "Jennifer Kirby Fincher, PLLC"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Cumberland County Register of Deeds.

FILED Sep 19, 2024
AT 11:13:58 AM
BOOK 12064
START PAGE 0880
END PAGE 0881
INSTRUMENT # 28275
RECORDING \$26.00
EXCISE TAX \$417.00

**NORTH CAROLINA GENERAL WARRANTY DEED
PREPARED WITHOUT TITLE EXAMINATION**

Excise Tax: \$417.00

R-17875-24

Parcel Identifier No. 0419-01-7278 Verified by _____ County on the ____ day of _____, 20__

By: _____

Mail/Box to: Jennifer Kirby Fincher, PLLC, 324 McPherson Church Road, Fayetteville NC 28303

This instrument was prepared by: Lakhiani Law, PLLC, 2919 Breezewood Avenue, Suite 300, Fayetteville, NC 28303

Brief description for the Index: Lot 81, Subdivison known as Lots 70-73 & Lots 79-86 Jack's Ford, Section I

THIS DEED made this 5th day of September, 2024, by and between

GRANTOR
Tiffany M. Larson F/K/A Tiffany M. Young, divorced
36024 Hillbrook Ave
Zephyrhills, FL, 33541

GRANTEE
Marica Fraser, single
2004 Christopher Way
Fayetteville, NC 28303

Enter in appropriate block for each Grantor and Grantee: name, mailing address, and, if appropriate, character of entity, e.g. corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context. WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot, parcel of land or condominium unit situated in the City of Fayetteville, Seventy-First Township, Cumberland County, North Carolina and more particularly described as follows:

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Submitted electronically by "Jennifer Kirby Fincher, PLLC"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Cumberland County Register of Deeds.



SOLID WASTE MANAGEMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MARCH 17, 2025

TO: BOARD OF COUNTY COMMISSIONERS

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

DATE: 3/13/2025

SUBJECT: WATER SERVICES AGREEMENT FOR GRAY'S CREEK PHASE 1

BACKGROUND

County management, staff, consulting engineers and Fayetteville PWC staff met with the N. C. Department of Environmental Quality Division of Water Infrastructure (DWI) on February 24, 2025, to discuss the Gray's Creek Water System Phase 1 project schedule and address concerns related to funding deadlines.

The proposed Phase 1 includes water distribution to serve nearly 200 properties impacted by PFAS contamination. The preferred Alternative 1 in the Preliminary Engineering Report (PER) leverages the Fayetteville PWC's plans to extend water service to Gray's Creek Elementary and Alderman Road Elementary Schools. Other alternatives in the PER include a groundwater-based system.

For PER approval, DWI is requiring that an executed Water Services Agreement for Phase 1 be submitted with the final engineering report by March 24.

The agreement as presented is a bulk water agreement. This concept is a departure from the Memorandum of Understanding with PWC that was established in April 2024. As such, we will be submitting to DWI a joint letter acknowledging that both parties (PWC and Gray's Creek Water and Sewer District) agree the Phase 1 project falls outside the scope of the MOU and that the attached Water Services Agreement provides parameters for this initial project.

At their March 6, 2025, meeting, the Infrastructure Committee directed staff to place the agreement as an Item of Business for the March 17, 2025.

RECOMMENDATION / PROPOSED ACTION

County Management recommends approval of the Water Services Agreement for Gray's Creek Phase 1 and that the executed agreement and a joint letter from PWC and the District stating Phase 1 falls outside the scope of the MOU be submitted to DWI.

ATTACHMENTS:

Description

Type

Water Services Agreement

Backup Material

**STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND**

**INTERGOVERNMENTAL
WATER SERVICES AGREEMENT**

This AGREEMENT is made and entered into as of the Effective Date (as hereinafter defined) by and between the **FAYETTEVILLE PUBLIC WORKS COMMISSION**, a North Carolina public authority (hereinafter called the "Seller"), and the **GRAY'S CREEK WATER AND SEWER DISTRICT** (hereinafter called the "Purchaser"), a county water and sewer district created pursuant to Article 6, Chapter 162A, of the North Carolina General Statutes. The Seller and the Purchaser are each a "party" to this Agreement, and the two of them are the "parties" to this Agreement.

WITNESSETH:

WHEREAS, the Purchaser owns and operates a municipal public water system and wishes to purchase water for that system from the Seller in order to sell water to the Purchaser's customers, and

WHEREAS, to purchase water from the Seller, the Purchaser anticipates making a significant investment in order to extend its current water system to a connection point on the Seller's system based on the Seller's construction of a water main serving the Gray's Creek and Alderman Road Elementary Schools at which the Purchaser can take delivery of the Seller's water; and

WHEREAS, the Seller owns and operates a water system with excess capacity, and the Seller wishes to sell excess water to the Purchaser; and

WHEREAS, the parties wish to enter into a mutually advantageous agreement, whereby the Purchaser will purchase from the Seller up to ninety-eight thousandths (0.098) million gallons per day (hereinafter, "Maximum Daily Usage") of water in any twenty-four (24) hour period for Gray's Creek Phase 1 (as defined and depicted on Exhibit A attached hereto), and will pay for it at Seller's wholesale water rates in effect at the time the water is delivered to Purchaser ("Wholesale Rate"), as periodically updated.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions contained herein, and accruing to the benefit of each of the respective parties hereto, the Purchaser and the Seller agree as follows:

I. Representations and Warranties.

(a) Purchaser is a political subdivision of the State of North Carolina and a *municipal corporation* governed by the Cumberland County Board of Commissioners acting as the governing board of the district. Those signing on behalf of the Purchaser have been authorized by the Gray's Creek Water and Sewer District Governing Board to execute this Agreement on behalf of the Purchaser.

(b) The Seller is a public authority as defined by the General Assembly of North Carolina in Session Law 2016-47, House Bill 392, organized under the laws of the State of North Carolina and a commission of the City of Fayetteville, North Carolina. Those signing on behalf of the Seller have been duly authorized to execute this Agreement on behalf of the Seller.

(c) The Purchaser is unaware of any judgment, order, court ruling, contract, or instrument that would be violated by the Purchaser entering into this Agreement. The Purchaser is unaware of any pending or threatened litigation against it that would impair its ability to perform its duties and obligations under this Agreement.

II. Quantity of Water Purchased.

(a) The Purchaser may use and purchase monthly up to three (3.0) million gallons of the Seller's water (hereinafter, the "Maximum Monthly Usage Rate"). The Purchaser shall not be permitted to purchase more than ninety-eight thousandths (0.098) million gallons per day in any twenty-four (24) hour period (hereinafter the "Maximum Daily Usage Rate"). Regardless of how much water the Purchaser actually uses, the Purchaser will be charged at a monthly minimum of one (1.0) million gallons each month once the Purchaser commences using the Seller's water as outlined in VIII(a), as well as the Reserve Capacity Fee outlined in Subsection IX(c), below.

(b) The meter at the Metered Point (as defined below) will be read approximately every thirty (30) days by the Seller for the purpose of calculating its invoices to the Purchaser.

(c) The Purchaser may read the meter as often as it chooses for purposes of setting a flow rate. The Purchaser may adjust its consumption in order to achieve its desired daily flow rate as long as the Purchaser complies with the Maximum Monthly Usage Rate and the Maximum Daily Usage Rate imposed by Section II(a) of this Agreement. The Purchaser shall provide a forecast of future water demand and shall update said forecast on an annual basis, said date to be established by the Seller.

(d) Notwithstanding any other provision of this Agreement to the contrary, the Purchaser shall be temporarily relieved of its obligation to purchase water, and the Seller may not supply the Purchaser water, during any time period when the Seller lacks sufficient water to meet all of its customers' demands because of circumstances beyond the Seller's control (which may include, but are not limited to, a drought, but which do not include the Seller agreeing to serve new customers when it lacks sufficient water capacity to fully serve both those new customers and the Purchaser). In that event, the Seller's Water Conservation Plan shall apply.

III. Point of Delivery.

The Seller agrees to deliver water to the Purchaser at a metered point ("Metered Point"), *which the Seller will install*, and which will be located at the intersection of School Road and Alderman Road in the vicinity of Gray's Creek Elementary School at the terminus of the proposed line extension installed by Seller located at or near said location, to be determined by

engineering and topographic necessity, subject to the mutual agreement of the parties. The Purchaser may connect one or more water lines to the Metered Point, on the Gray's Creek Water and Sewer District - Phase 1 side of the Metered Point. The meter that the Seller installs at the Metered Point will be sized appropriately to match the size of the lines to which the meter will be connected (as the Seller shall, in its sole and absolute discretion, determine) and the Purchaser will reimburse the Seller, within 30 (thirty) calendar days of the date of invoice, for the cost of the meter. Any replacement or other meters subsequently needed at the Metered Point shall, similarly, be installed by the Seller and paid for by the Purchaser. The Seller shall routinely inspect, test, and maintain meter regardless of any suspected irregularities, and the Seller shall repair or replace meter if suspected irregularities are confirmed. The Purchaser hereby acknowledges and agrees that the Seller shall have the right to enter the Purchaser's property, with prior written notice, when practical, to the Purchaser, to install, inspect, test, maintain, repair, and replace the meters at the Metered Point.

Purchaser shall promptly report to the Seller any malfunction or other problem that the Purchaser detects in a meter at the Metered Point.

Purchaser at its sole cost and expense reserves the right to monitor chlorine residual and pressures at the point of delivery.

IV. Water Lines and Backflow Prevention Devices.

(a) The Parties acknowledge that the Seller's proposed water main line will extend from the terminal point of the Seller's existing water main on Highway 87 south to the vicinity of the Alderman Road and School Road intersection. Subject to force majeure, the Seller agrees that construction of this water main will be completed by September 2026 at Seller's sole cost and expense. The Purchaser expressly agrees that it will, at its sole cost and expense, design and extend a water line exclusively within the public right-of-way and/or utility easements, to the point of delivery. The Purchaser will submit the design and specifications for said line to the Seller for review. The design, construction or installation, inspection, maintenance, repair, and reconstruction of water lines and devices downstream of the Metered Point, and the cost thereof, shall be the Purchaser's sole responsibility, and the Seller shall have no obligation or responsibility in connection therewith. All said water lines and devices downstream of the Metered Point, within Cumberland County, shall be and remain the Purchaser's property.

(b) The Purchaser shall install an appropriate backflow prevention device at the Metered Point, and that device must satisfy the Seller's standard specifications for lines and devices connected to the Seller's water system, and all applicable state and local laws, rules, and regulations. The Purchaser shall inspect and test its backflow prevention device or cause it to be inspected, at least once per year but in any event as required by applicable ordinance(s). The Seller also reserves the right to reasonably inspect and test the backflow prevention device at its own expense but shall have no obligation to do so. The testing results and records shall be shared between the parties. In the event that a backflow prevention device malfunctions or fails, the Purchaser will recalibrate, repair, or replace the backflow prevention device and upgrade the vault in which it sits, as the Seller directs and in accord with the Seller's standards and

specifications in effect at the time. The Seller shall not be responsible for the inspection, testing, upkeep, maintenance, recalibration, repair, or replacement of any backflow prevention device that the Purchaser installs at the Metered Point or the upgrade of any vault, and the costs of any inspections, tests, upkeep, maintenance, recalibrations, repairs, replacements and/or upgrades of those devices shall be paid for by the Purchaser. The Seller shall not be required to provide to the Purchaser more than the Maximum Daily Usage Rate or the Maximum Monthly Usage Rate, as provided for in Subsections II(a) and Section V of this Agreement, even if the Purchaser experiences water loss due to repair problems associated with the backflow prevention device at the Metered Point.

(c) The Purchaser, on its side of the Metered Point, shall be permitted to connect whatever types and sizes of water lines and related equipment to the Metered Point, as are necessary or appropriate to enable the Purchaser to purchase the amount of water provided for by this Agreement, except that those lines and equipment must satisfy the Seller's standard specifications for lines and devices connected to the Seller 's water system.

(d) The Purchaser shall submit the design and specifications for any supply and other water lines and other equipment it proposes to construct and /or connect to the Seller's water system, to the Seller, for review and approval within 20 business days of submission prior to construction, but the Seller shall not, thereby, become responsible for any deficiencies in the lines or other equipment's design or construction. The Seller hereby disclaims responsibility for, and the Purchaser hereby acknowledges that, the Seller shall not be responsible for, any claims or liabilities in connection therewith.

(e) Except as otherwise expressly specified herein, nothing in this Agreement shall grant to the Seller any ownership rights in the Purchaser's water lines or equipment downstream of the Metered Point or in any other water lines or equipment of the Purchaser.

V. Flow Rate.

In the event of a fire or other emergency that causes the Purchaser to need a larger volume of water, the Maximum Daily Usage Rate may be exceeded, subject to the Seller's ability to furnish additional water. In such case, the Purchaser shall give the Seller written notice of the fire or other emergency as soon as possible after such event, but, in no case later than 24 hours after such event.

VI. Compliance with Applicable Law.

(a) Each party's performance under this Agreement is subject to such federal, state, and local laws and regulations as may be applicable, and the Seller and the Purchaser will collaborate in obtaining any necessary permits or certificates as may be required to comply with those legal requirements. If, after the date of this Agreement's execution, any changes occur in applicable federal, state, or local laws or regulations, the provisions of this Agreement will be deemed automatically amended to comply therewith, without the need for any action on the part of either

party, provided that, if any such change materially and adversely impacts the right of a party hereunder, said party may terminate the Agreement by giving the other party 12 (twelve) months' prior written notice.

(b) The Purchaser agrees to operate all portions of the water system that it owns or controls, downstream from the Metered Point, in compliance with all applicable federal, state, and local laws and regulations.

VII. Records.

Each party agrees to keep and maintain records related to its performance under this Agreement, and in accordance with applicable state and local laws and regulations and agrees that any such records which are public records may be examined and copied by the other party or its representatives during regular business hours.

VIII. Term and Termination.

(a) This Agreement shall begin on the date that it has been signed by both parties (the "Effective Date"). The term of the Agreement will be ten (10) years from the Effective Date (hereinafter "Term"). The Term may be extended by two (2) consecutive periods of ten (10) years each (hereinafter an "Extension Period"). The Term will be automatically extended by each Extension Period unless either party provides notice pursuant to the terms of this Agreement, to the other in writing, six (6) months prior to the end of the Term then currently in effect of its intent not to extend the then current Term. The Purchaser agrees that it will commence using the Seller's water within three (3) years of the Effective Date or, if the Seller's water line is not operational within 3 years, within 12 months of operation of the Seller's water line." after which time, if the Purchaser has not commenced using water, the Agreement will automatically terminate, without further action on the part of either party. If the Seller contends that the Purchaser has breached a material term of this Agreement other than non-payment of an invoice, the remedy for which is addressed in Subsection IX(b), below, and failure to submit a request and plan to the Seller to increase capacity, the remedy for which is addressed in Subsection II(a), above, the Seller shall provide written notice to the Purchaser detailing the breach, and the Purchaser shall have thirty (30) calendar days from the date of the notice to cure that breach (or, if the breach cannot reasonably be cured within 30 calendar days, to make reasonable efforts to begin curing the breach and to continue diligently working to cure the breach after the thirty (30) days have ended, until the breach is cured, provided that the breach must, in any event, and nothing else to the contrary withstanding, be cured within ninety (90) calendar days of the date of the Seller's notice to the Purchaser of the breach). If the Purchaser does not cure the breach or make reasonable efforts to begin curing the breach, as applicable, within the specified time periods, or, if the Purchaser does not, thereafter, continue to diligently pursue a remedy of the breach, all as the Seller, in its sole and absolute discretion, shall determine, the Seller may either terminate this Agreement, with thirty (30) calendar days' prior, written notice, or suspend this Agreement for as long as the breach remains uncured, as the Seller, again, in its sole and absolute discretion, shall determine. If this Agreement is suspended, the Purchaser may, at any time before the Seller provides written notice of termination, per Subsection IX(c), below, reinstate

this Agreement upon curing the breach, at which time the Agreement shall be deemed reinstated.

(b) If the Purchaser breaches any material provision of this Agreement, the Seller may terminate the Agreement, as specified above. If the Seller wishes to terminate this Agreement, without cause, the Seller must provide seventy-two (72) months' prior, written notice to the Purchaser.

(c) If the Purchaser wishes to terminate this Agreement, with or without cause, the Purchaser must provide the Seller twelve (12) months' prior written notice.

IX. Payment.

(a) The Seller will read the meter at the Metered Point and submit an invoice to the Purchaser for each billing cycle, based on the total amount of water purchased by the Purchaser, as shown by the meter. If the meter fails to function properly during a particular billing cycle, so that an accurate reading of water usage for that billing cycle cannot be made, the Purchaser shall pay, as its total charge for that billing cycle, the average of the total charges per billing cycle that it paid for the three prior billing cycles for which accurate meter readings are available, unless the estimation is adjusted by mutual consent.

(b) The Purchaser shall pay the Seller for water at the Wholesale Rate within the timeframe indicated therein. The Purchaser shall be subject to all collection procedures, penalties, and remedies for non-payment, including suspension and termination of service. In the event Purchaser's purchase of water under this Agreement in any month exceeds three (3) million gallons, the cost to the Purchaser for the overage shall be two and a half (2½) times the then current Wholesale Rate.

(c) Upon connection to the point of delivery, Purchaser will be obligated to pay the then current fees and charges as set forth in Seller's applicable rate schedules, as well an additional "Reserve Capacity Fee" for the initial three million (3,000,000) gallon per month of capacity. Purchaser shall also be liable for an additional Reserve Capacity Fee in three million (3,000,000) gallon increments for added capacity, once the Maximum Monthly Usage Rate or initial three million (3,000,000) gallon is exceeded. By way of example, a Reserve Capacity Fee is due and payable upon connection. At any point in time when the monthly usage rate increases to three million and one (3,000,001) gallons, an additional Reserve Capacity Fee will be charged. The next Reserve Capacity Fee will be due and payable once the monthly usage rate increases to six million and one (6,000,001) gallons and so on.

(d) Seller agrees to provide seven days' notice of public hearing prior to revising the rates referenced in this Agreement, in accordance with, N.C.G.S. 160A-314(a1)(1).

X. Event of Default

In addition to the rights of termination provided to Seller in this Agreement, Seller may suspend the furnishing of wholesale water to the Purchaser in the event of a default by the Purchaser.

Notwithstanding the foregoing, Seller may immediately suspend the furnishing of wholesale water to the Purchaser to prevent harm to the Purchaser or to Seller's System or due to an Emergency Condition.

An "event of default" under this Agreement includes, but is not limited to, the following:

- a. Failure by the Purchaser to pay when due all of its monetary obligations under this Agreement after the expiration of ten (10) days written notice to the Purchaser;
- b. Fraudulent or unauthorized use or consumption of water from the Seller or use in such manner as to circumvent the Seller's meter or cause meter error or tampering with the Seller's equipment;
- c. Subject to Section V above, two (2) or more exceedances by the Purchaser of the Maximum Daily Usage Rate during any thirty (30) day period;
- d. Subject to Section V above, two (2) or more exceedances by the Purchaser of the Monthly Maximum Usage during any continuous six (6) month period for which this Agreement is in full force and effect; and
- e. Any other breach by the Purchaser of this Agreement after the expiration of thirty (30) days written notice to the Purchaser.

Notwithstanding anything to the contrary herein, in the event of a default pursuant to subsections (c) and (d) above, Seller may at its option, install at Purchaser's expense a governing meter which shall limit the amount of water available to Purchaser.

XI. Water Quality.

The point of sale of the water provided herein shall be at the Metered Point. The Seller warrants only that all water delivered to the Metered Point is in full compliance with all applicable federal, state, and local laws and regulations. The Seller does not warrant or represent that its water is fit for any other purpose. THE SELLER EXPLICITLY EXCLUDES ANY WARRANTY UNDER THE UNIFORM COMMERCIAL CODE INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR IMPLIED WARRANTY FOR MERCHANTABILITY. THE SELLER FURTHER DISCLAIMS ALL OTHER WARRANTIES UNDER ARTICLE 2 OF CHAPTER 25 OF THE NORTH CAROLINA GENERAL STATUTES, CONSISTENT WITH NCGS §130A-315(G) OF THE NORTH CAROLINA DRINKING WATER ACT. Further, the Seller makes no warranties about, and is not responsible for, any diminution in the quality of the water after it passes through the Metered Point and enters the Purchaser's water system.

XII. Pressure.

The Seller warrants that all water shall be delivered to the Metered Point with a minimum pressure of 70 psi at average daily flow rate or such other minimum as prescribed by applicable law. The Seller makes no warranty about, and is not responsible for, any reduction in the water's pressure once it passes through the Metered Point and enters the Purchaser's water system.

XIII. Booster Pumps.

In the event the Purchaser installs booster pumps for the lines that the Purchaser directly connects to the Metered Point, the Purchaser shall submit plans and specifications for those pumps to the Seller for the Seller's review and approval. The Purchaser shall not install those pumps without the Seller's prior, written approval, which shall not be unreasonably withheld. Those pumps will meet the Seller's standard specifications for booster pumps connected to the Seller's water system.

XIV. No Resale to Other Water Systems.

Although the Seller acknowledges that the Purchaser is purchasing the Seller's water for resale to the Purchaser's customers, the Purchaser hereby agrees that it shall not furnish or sell such water to other governmental bodies or water systems, or make interbasin transfers of such water, without the Seller's prior written consent. For purposes of this section, "other water systems" shall mean water systems owned and operated by another government body or private entity that resells water to its own customers.

XV. Customers.

Unless otherwise agreed by the parties, the owners and occupiers of any properties that receive their water directly or indirectly from the Purchaser's water system (or for which the Purchaser does or could impose a water availability charge or comparable charge because that customer could receive water from the Purchaser's system but does not do so) will be water customers of the Purchaser and not of the Seller.

XVI. Water Emergencies.

In the event the Seller declares water use restrictions in accordance with its water emergency management policies, the Purchaser agrees, with regard to any water delivery to the Purchaser by the Seller pursuant to this Agreement, to implement water use restrictions equal to those implemented by the Seller within twenty-four (24) hours of notification to the Purchaser by the Seller.

XVII. Indemnifications.

(a) By the Purchaser: To the extent allowed by law, the Purchaser shall release, defend, indemnify, and hold the Seller harmless from and against any and all claims, costs, damages, liabilities, expenses, actions, and causes of action, whatsoever, including, but not limited to, reasonable attorneys' fees, court costs, other expenses of litigation, and incidental, indirect, consequential, special, exemplary, and punitive damages, to the extent arising out of or, in any way, connected with:

i. Under the foregoing Article II (d), the Seller's failure to supply water during any time

period when the Seller lacks sufficient water to meet all of its customers' demands because of circumstances beyond the Seller's control (which may include, but are not limited to, a drought, but which do not include the Seller agreeing to serve new customers when it lacks sufficient water capacity to fully serve both those new customers and the Purchaser).

ii. Under the foregoing Article IV, any acts or omissions of the Purchaser, in (i) the installation, construction, inspection, operation, maintenance, expansion, repair, reconstruction, rehabilitation, relocation, or replacement of that system or appurtenant devices, or any other activity associated with the system, or (ii) the Purchaser's inspection of the Seller's meters, or (iii) any defect or flaw in the design, installation, or construction of, or any failure or malfunction of, the Metered Point, meters, backflow prevention devices, booster pumps, supply lines, or other lines or equipment designed, installed/constructed, or provided by the Seller or any of its employees or agents, hereunder, including but not limited to the extension by the Purchaser of the Seller's existing line to the County border, the construction by the Purchaser of any supply lines and associated equipment, and the installation by the Purchaser of any meters or backflow prevention devices.

iii. Under the foregoing Article VI, the Purchaser's failure to so comply with federal, state, and local laws and regulations.

iv. Under the foregoing Article XI, any reduction in water quality once it passes through the Metered Point and enters the Purchaser's water system.

v. Under the foregoing Article XII, any reduction in the pressure of the water once it passes through the Metered Point and enters the Purchaser's water system.

vi. Under the foregoing Article XIII, said booster pumps.

vii. Under the foregoing Article XIV, the re-sale or other provision of water by the Purchaser to any third party.

(b) By the Seller: To the extent allowed by law, the Seller shall release, defend, indemnify, and hold the Purchaser harmless from and against any and all claims, costs, damages, liabilities, expenses, actions, and causes of action, whatsoever, including, but not limited to, reasonable attorneys' fees, court costs, other expenses of litigation, and incidental, indirect, consequential, special, exemplary, and punitive damages, to the extent arising out of or, in any way, connected with:

i. The Seller's failure to operate its water system in compliance with federal, state, and local laws and regulations as to any water supplied and upstream from the Metered Point.

ii. The Seller's failure to provide the Purchaser with a maximum flow rate, under the foregoing Article V.

iii. Any breach of the Seller's warranty resulting in diminution in the quality of the water before it passes through the Metered Point, under the foregoing Article XI.

iv. The Seller's failure to deliver water to the Metered Point with a minimum pressure of 70 psi or such other minimum as prescribed by applicable law, under the foregoing Article XII.

XVIII. Iran Divestment Act.

The Parties certify that they are not on the North Carolina State Treasurer's list of persons engaging in business activities in Iran, prepared pursuant to NCGS §147-86.58; nor will the Parties utilize, on this Agreement, any contractor or subcontractor on such list.

XIX. Divestment from Companies Boycotting Israel.

The Parties certify that they are not on the North Carolina State Treasurer's list of companies engaged in a boycott of Israel, in violation of NCGS 147-86.80 et. seq., and that they will not utilize on this Agreement any contractor or subcontractor on said list.

XVIII E-Verify.

The Applicant will comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Furthermore, if the Applicant utilizes a contractor, the Applicant will require the contractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

XVIV Defenses.

The Seller hereby reserves any and all defenses available to it at law or in equity, including, but not limited to, the defenses of governmental immunity, contributory negligence, and employees acting outside the scope of employment.

XX. Chlorine Residuals.

If the Purchaser's water system must be flushed to maintain chlorine residuals therein, the Purchaser shall be solely responsible to flush its water system, in order to maintain chlorine residuals therein, and to pay to the Seller the cost of the water required to flush said system.

XXI. Interlocal Cooperation Statute Requirements.

To the extent any portion of this Agreement is authorized by Article 20, Part I of Chapter 160A of the North Carolina General Statutes, the following provisions will apply:

- (a) No joint agency is established by virtue of this Agreement.
- (b) The Purchaser and the Seller, will be responsible to appoint or employ the personnel necessary to implement their respective obligations, as indicated herein.

(c) The financing of the undertaking which is the subject of this Agreement, and the apportionment of costs and revenues, will be as indicated herein.

(d) To the extent any real property is involved in the undertaking, which is the subject of this Agreement, said real property will be held by the party indicated herein (the City of Fayetteville, North Carolina, by and through Fayetteville Public Works Commission, will hold title on behalf of the Seller with respect to any real property with respect to which the Seller is obligated herein).

XXII. Counterparts; Facsimiles and Electronic Signatures.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which combined shall constitute one and the same instrument. Facsimile and/or electronic copies of the parties' signatures shall be valid and treated the same as original signatures.

XXIII. Entire Agreement.

This Agreement constitutes the entire agreement and understanding between the parties concerning the subject matter of this Agreement, and it supersedes all other offers, negotiations, representations, and agreements, either written or oral, concerning that subject matter. Any amendment to this Agreement must be in writing, approved by the governing boards of both parties, and executed by both parties.

XXIV. Governing Law and Forum.

This Agreement shall be governed by the laws of the State of North Carolina without regard to North Carolina's choice of law provisions. The sole and exclusive venue for any action pertaining to this Agreement shall be the Cumberland County Superior Court in Cumberland County, North Carolina.

XXV. Invalidated Provisions Stricken.

If any term of this Agreement is found by a court of competent jurisdiction to be invalid, the invalid term shall be enforced to the greatest extent legally permissible, and the invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

XXVI. Waiver.

If either party waives or excuses any breach of this Agreement by the other party, that shall not be deemed to waive or excuse any later breach of this Agreement by the other party, nor shall it be deemed a waiver of this section of the Agreement.

XXVII. Assignment.

Neither party may assign its rights or obligations under this Agreement, or sub-contract any part of this Agreement, without written approval from the other party. This Agreement shall be binding on any person or entity acquiring the Seller's water system, and the Seller shall provide the Purchaser with at least thirty (30) days' advance written notice before conveying the Seller's water system to any person or entity.

XXVIII. No Third-Party Beneficiaries.

The Seller and the Purchaser do not intend for this Agreement to grant any rights to any third parties, and this Agreement shall not be deemed to grant any rights to any third parties.

XXIX. Notices.

All notices, requests, demands and other communications hereunder must be in writing and shall be deemed to have been duly given by hand delivery (with receipt therefor) or by Federal Express or similar courier service, or if mailed by first class, certified or registered mail, return receipt requested, postage and certification or registry fees prepaid, and addressed as follows:

To Seller:

Fayetteville Public Works Commission
955 Old Wilmington Road
Fayetteville, NC 28301
Attn: CEO/General Manager

With copy to:

Fayetteville Public Works Commission
955 Old Wilmington Road
Fayetteville, NC 28301
Attn: General Counsel

To: Purchaser

Gray's Creek Water & Sewer District
117 Dick Street, Suite 507
P.O. Box 1829
Fayetteville, NC 28302-1829

{SIGNATURES PAGES FOLLOW}

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

Fayetteville Public Works Commission

By: _____
Timothy Bryant, CEO and General Manager

Date: _____

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act (N.C. Gen. Stat. § 159-1 et seq.).

By: _____
Rhonda Graham, Chief Financial Officer

Approved as to form:

Legal Department

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

By: _____
Kirk deViere, Chairman
Gray's Creek Water and Sewer District
Cumberland County Board of Commissioners

Date: _____
Andrea Tebbe
Clerk to the Board

Attest:

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

Approved as to form:

County Attorney's Office

EXHIBIT A – Gray’s Creek Phase 1

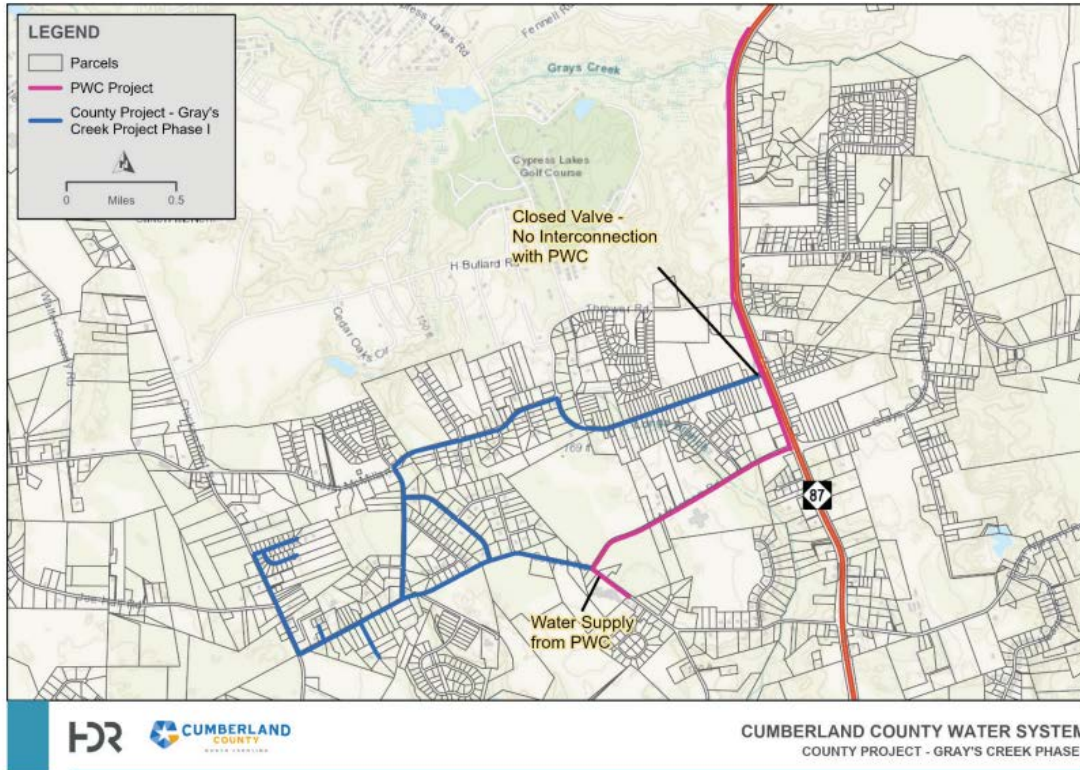


Figure ES-1. Alternative 1(Preferred)

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