AGENDA
CUMBERLAND COUNTY BOARD OF COMMISSIONERS
JUDGE E. MAURICE BRASWELL
CUMBERLAND COUNTY COURTHOUSE- ROOM 118
AUGUST 25, 2025
6:45 PM

INVOCATION - Commissioner Glenn Adams

PLEDGE OF ALLEGIANCE -

RECOGNITIONS

Recognition of Jen Doyle, Wellness Coordinator

Recognition of Planning and Inspections Department for the Marvin Collins Honorable Mention Award

Recognition of Retired Innovation and Technology Services Director Keith Todd

Recognition of Retired Chief Building Inspector Michael Naylor

Recognition of County Building Inspectors

Recognition of County Departments for NACo Awards

PUBLIC COMMENT PERIOD

1. APPROVAL OF AGENDA
2. PRESENTATION
    A. Presentation of Fiscal Year 2026 Adopted Budget Video
3. CONSENT AGENDA
    A. Approval of a Proclamation Honoring Battalion Chief Calvin Bishop
    B. Approval of a Proclamation Honoring Chief Owen Harris
    C. Approval of a Proclamation Recognizing Suicide Prevention Awareness Month in Cumberland County
    D. Approval of a Proclamation Recognizing the Southeastern Regional North Carolina Poetry Slam
    E. Approval of a Proclamation Recognizing the Greek Festival
    F. Approval of Induction of 2025 Agricultural Hall of Fame Nominee
    G. Approval of Formal Bid Award for Opioid Settlement for Public Health Department
    H. Approval of Opioid Settlement Resolution - Purdue/Sackler
    I. Resolution Authorizing The Expenditure of Opioid Settlement Funds and the Associated Budget Amendment #B260613

J. Cumberland County Juvenile Crime Prevention Council Funding Allocations for July 1, 2025 through June 30, 2026

K. Approval of Bid Award for Assembly Court and Parkton Road Convenience Center Construction Project

L. Approval of Emergency Shelter Project

M. Approval of Proposal Award for On-Call Utility Services

N. Approval of Public Water Connection Agreement for County Owned Property at 2736 Cedar Creek Road

O. Approval of Letter of Conditions from USDA Rural Development for NORCRESS

P. Approval of Fast Track Sewer System Extension Application for the Godwin Subdivision Project to the NORCRESS Sewer System

Q. Approval of Issuing a Field Report for Crown Coliseum Door Replacement

R. Approval of Capital Improvement Project Assessment

S. Approval of Technology Project Capacity Assessment

T. Approval of Maintenance & Repair Project Capacity Assessment

U. Approval of Surplus Vehicles

V. Approval of Membership to the Hope Mills Chamber of Commerce

W. Approval of the Boys and Girls Club of Cumberland County, Inc. Name Change

X. Approval of Budget Ordinance Amendments for the August 25, 2025 Board of Commissioners' Agenda

Y. Approval of Funding for CoC Positions and Associated Budget Ordinance Amendment #B260462

Z. Approval of Funding Contract with NC History Center Foundation

AA. Approval to Pay Prior Year Invoices

AB. Revision of Rules 20 and 25 of Board's Rules of Procedure

4. PUBLIC HEARINGS

Rezoning Cases

A. CASE # ZON-25-0017

B. CASE # ZON-25-0018

C. CASE # ZON-25-0019

D. CASE # ZON-25-0021

E. CASE # ZON-25-0024

F. CASE # ZON-25-0025

G. CASE # ZON-25-0027

5. ITEMS OF BUSINESS

A. Approval of a Proclamation Recognizing Calvin Bishop

B. Approval of a Proclamation Recognizing Fire Chief Owen Harris

C. Consideration of Homeless Prevention and Stabilization Voucher Program and Associated Budget Ordinance Amendment #B260456

D. Grant of a Franchise Agreement for a Deli at the Courthouse and DSS - Second Reading

E. Consideration of Request for Qualifications (RFQ) for Engineering Services for Ann Street Environmental Complex Office Building

6. NOMINATIONS **There are No Nominations for this Meeting**

7. APPOINTMENTS **There are No Nominations for this Meeting**

RECESS THE BOARD OF COMMISSIONERS' MEETING

CONVENE THE NORCRESS WATER AND SEWER DISTRICT GOVERNING BOARD MEETING

8. NORCRESS WATER AND SEWER DISTRICT GOVERNING BOARD CONSENT AGENDA

A Approval of Letter of Conditions from USDA Rural Development for NORCRESS

B Approval of Fast Track Sewer System Extension Application for the Godwin Subdivision Project to the NORCRESS Sewer System

ADJOURN THE NORCRESS WATER AND SEWER DISTRICT GOVERNING BOARD MEETING

RECONVENE THE BOARD OF COMMISSIONERS MEETING

9. CLOSED SESSION:

A. Attorney Client Matter Pursuant to NCGS 143-318.11(a)(3)

ADJOURN

REGULAR BOARD MEETINGS:

September 2, 2025 (Tuesday) 9:00 A.M.
September 15, 2025 (Monday) 6:45 P.M.

PUBLIC INFORMATION OFFICE

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF AUGUST 25, 2025

TO: **BOARD OF COUNTY COMMISSIONERS**

FROM: **CLARENCE GRIER, COUNTY MANAGER**

DATE: **8/25/2025**

SUBJECT: RECOGNITION OF JEN DOYLE, WELLNESS COORDINATOR

BACKGROUND

Jen Doyle, who served as Cumberland County's Wellness Coordinator, passed away unexpectedly on July 10, 2025. Jen was deeply dedicated to supporting the physical, emotional, and mental well-being of County employees. She spearheaded numerous wellness programs, challenges, and health initiatives that improved the quality of life and morale among County staff. Jen was known for her passion, energy, and caring nature, and her absence will be deeply felt across the organization.

RECOMMENDATION / PROPOSED ACTION

Recognize the service and impact of Jen Doyle, express condolences to her family, friends, and County colleagues; and request the employee garden be renamed the Jen Doyle Wellness Garden and dedicated in her memory.

PUBLIC INFORMATION OFFICE

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF AUGUST 25, 2025

TO: **BOARD OF COUNTY COMMISSIONERS**

FROM: **CLARENCE GRIER, COUNTY MANAGER**

DATE: **8/25/2025**

SUBJECT: **RECOGNITION OF PLANNING AND INSPECTIONS DEPARTMENT FOR THE MARVIN COLLINS HONORABLE MENTION AWARD**

BACKGROUND

The Cumberland County Planning & Inspections Department's North Central Area Land Use Plan has been awarded a 2025 Marvin Collins Honorable Mention in the Small Area Plan Category from the North Carolina Chapter of the American Planning Association (APA–NC). The award was selected from nearly 50 statewide submissions and will be formally presented at the APA–NC Annual Fall Conference in Charlotte, October 15–17, 2025.

This distinction is especially noteworthy because the plan was developed entirely in-house by the Comprehensive Planning Division - a first in recent history for the department. The plan, adopted on October 7, 2024, covers approximately 38,000 acres in the rapidly growing North Central region of the County, including Linden, Shaw Heights, and the Carvers Creek State Park area. Home to around 17,000 residents, the area's plan reflects a careful balance between growth and preservation, protecting rural character and agricultural lands while promoting mixed-use development aligned with infrastructure capacity and community vision.

RECOMMENDATION / PROPOSED ACTION

Recognize the Planning & Inspections Department for receiving the Marvin Collins Honorable Mention Award and commend the Comprehensive Planning Division for their exceptional work on the North Central Area Land Use Plan.

PUBLIC INFORMATION OFFICE

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF AUGUST 25, 2025

TO: **BOARD OF COUNTY COMMISSIONERS**

FROM: **CLARENCE GRIER, COUNTY MANAGER**

DATE: **8/25/2025**

SUBJECT: **RECOGNITION OF RETIRED INNOVATION AND TECHNOLOGY SERVICES DIRECTOR KEITH TODD**

BACKGROUND

Keith Todd retired from his role as Director of the Innovation and Technology Services (ITS) Department on July 30, 2025, after 27 years of service to Cumberland County. Under Keith's leadership, ITS was instrumental in modernizing County technology, enhancing cybersecurity infrastructure, improving customer service through a new Help Desk system, and supporting remote operations during the COVID-19 pandemic. He also led the implementation of the County's enterprise resource planning (ERP) system and introduced innovative digital tools that streamlined internal processes and improved public access to services.

RECOMMENDATION / PROPOSED ACTION

Recognize Keith Todd for his exemplary leadership, commitment to innovation, and decades of dedicated service to Cumberland County.

CUMBERLAND COUNTY
NORTH CAROLINA

CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF AUGUST 25, 2025

TO: **BOARD OF COUNTY COMMISSIONERS**

FROM: **ANDREA TEBBE, CLERK TO THE BOARD**

DATE: **8/19/2025**

SUBJECT: **RECOGNITION OF RETIRED CHIEF BUILDING INSPECTOR MICHAEL NAYLOR**

BACKGROUND

Recognition of Chief Building Inspector Michael Naylor after 22 years of service.

RECOMMENDATION / PROPOSED ACTION

Recognize Michael Naylor for his dedication to Cumberland County and congratulate him on his retirement.

PUBLIC INFORMATION OFFICE

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF AUGUST 25, 2025

TO: **BOARD OF COUNTY COMMISSIONERS**

FROM: **CLARENCE GRIER, COUNTY MANAGER**

DATE: **8/25/2025**

SUBJECT: RECOGNITION OF COUNTY BUILDING INSPECTORS

BACKGROUND

Cumberland County's Building Inspections Division was honored by the North Carolina Building Inspectors Association with the Special Service Award for their work during the aftermath of Hurricane Helene. Following the storm, inspectors responded quickly and worked extended hours to assess damage and ensure safety, conducting more than 2,200 inspections in a short period. Their dedication helped facilitate faster recovery for impacted residents and businesses and demonstrated a strong commitment to public safety and service

RECOMMENDATION / PROPOSED ACTION

Recognize Inspectors Gilbert Sanchez, Terry Streets, Kim Cannizzaro, and Chase Lloyd for their exemplary service, professionalism, and contributions during the Hurricane Helene recovery efforts and for their NCBIA award.

PUBLIC INFORMATION OFFICE

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF AUGUST 25, 2025

TO: **BOARD OF COUNTY COMMISSIONERS**

FROM: **CLARENCE GRIER, COUNTY MANAGER**

DATE: **8/25/2025**

SUBJECT: RECOGNITION OF COUNTY DEPARTMENTS FOR NACO AWARDS

BACKGROUND

Cumberland County was recognized nationally by the National Association of Counties (NACo) with 17 Achievement Awards for 2025 at the July 2025 NACo Annual Conference for innovative programs and services across multiple departments. Programs receiving awards included initiatives in public health, emergency management, finance, public information, and library services. The County was also named one of the Top Digital Counties in the United States in its population category for its leadership in technology, cybersecurity, transparency, and digital equity. These recognitions reflect the County's continued commitment to excellence in service delivery, innovation, and responsiveness to community needs.
Highlights from this year's awards include:

- Leveraging Social Media for Engagement: The Public Information Office's bold approach to short-form video and social media led to a 611% increase in engagement, broadening community outreach and visibility.
- Cumberland County Baby Store: An innovative health incentive program providing essential baby supplies in exchange for attending critical maternal and child health appointments, aimed at reducing infant mortality rates.
- Connected Care Program: A holistic, multi-department initiative addressing social determinants of health through coordinated care for vulnerable families.
- Cumberland County Healthy Conversations: A unique partnership with local barbershops and salons to bring health education directly into the community.
- C-FORT and Partner Portal: A coordinated opioid response effort that has reduced opioid-related ER visits and strengthened community collaboration through a custom-built digital platform.
- CumberlandONE: A comprehensive digital transformation strategy enhancing resident services, internet access, and equity in government interactions.
- Employee Childcare Center & Ignite Internship Program: Workforce-focused programs supporting

county employees and developing future public service leaders.
- Miller's Brew at Café West: A Public Library partnership providing job training and employment opportunities for individuals with special needs.
- Soldiers to Agriculture: A Cooperative Extension partnership with Fort Bragg to provide soldiers transitioning out of the military and veterans the opportunity to participate in a five-week program designed for active-duty military (within 180 days of retiring), veterans and spouses that have chosen agriculture as their next career.
- WIC on Ft. Bragg: A Public Health Partnership with Fort Bragg Public Health, UNC Gillings School of Global Public Health, and UNC Lineberger Comprehensive Cancer Center to address health disparities using data-driven strategies.
- Community Navigator: A Public Library position designed to address the increasing and evolving needs of the local community

RECOMMENDATION / PROPOSED ACTION

Commend the departments and employees whose work was recognized with national honors and acknowledge their contributions to making Cumberland County a model of excellence in local government.

CUMBERLAND COUNTY
NORTH CAROLINA

PUBLIC INFORMATION OFFICE

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF AUGUST 25, 2025

TO: **BOARD OF COUNTY COMMISSIONERS**

FROM: **DIANE B. RICE, COMMUNICATIONS DIRECTOR**

DATE: **8/25/2025**

SUBJECT: PRESENTATION OF FISCAL YEAR 2026 ADOPTED BUDGET VIDEO

BACKGROUND

The Public Information Office produced a short video to highlight key priorities, funding allocations, and strategic investments in the adopted Fiscal Year 2026 Adopted Cumberland County Budget. The video is designed to provide residents with an accessible and engaging overview of the budget, illustrating the ways in which resources will be used to support the Board of Commissioners' strategic priorities, maintain essential services, and invest in the community's future. It will be shared across the County's website, social media channels, and CCNC-TV Spectrum Channel 5 to promote transparency and public understanding.

RECOMMENDATION / PROPOSED ACTION

For information only.

CUMBERLAND COUNTY
NORTH CAROLINA

CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF AUGUST 25, 2025

TO: **BOARD OF COUNTY COMMISSIONERS**

FROM: **ANDREA TEBBE, CLERK TO THE BOARD**

DATE: **7/29/2025**

SUBJECT: **APPROVAL OF A PROCLAMATION HONORING BATTALION CHIEF CALVIN BISHOP**

BACKGROUND

A request was received for a proclamation honoring Battalion Chief Calvin Bishop.

Commissioner Tyson will present the proclamation to the family once approved.

RECOMMENDATION / PROPOSED ACTION

Respectfully request approval of the proclamation.

ATTACHMENTS:

Description	Type
Chief Bishop Proclamation	Backup Material

COUNTY OF CUMBERLAND *NORTH CAROLINA*

Proclamation

WHEREAS, Calvin E. Bishop dedicated over four decades to public safety, training, and emergency response in Cumberland County and across North Carolina; and

WHEREAS, Calvin began his service in 1979 with the Cumberland County Rescue Squad. In 1981 he joined the Fayetteville Fire Department as a full-time firefighter. During his 35-year career, he achieved the rank of Battalion Chief, which he held until his retirement in 2016; and

WHEREAS, Calvin was a pioneer in emergency services training in North Carolina. He was part of the first paramedic class in Cumberland County and among the first Technical Rescue Instructors certified by the Office of the State Fire Marshall. From 1988 through 2023, he actively taught fire and rescue courses across the state and beyond; and

WHEREAS, he played a key role on launching Fayetteville's first Heavy Rescue Company (Rescue 1) and in 2005 helped introduce Urban Search & Rescue capabilities to the department by joining NC Task Force 9; and

WHEREAS, even after retirement Chief Bishop continued to serve with NC Emergency Management at the State Emergency Operations Center and on deployment for statewide incidents. Locally, he chaired the Cumberland County Local Emergency Planning Committee (LEPC), focusing on hazardous materials preparedness and response planning; and

WHEREAS, in honor of his outstanding service, the Fayetteville Fire Department established the Calvin E. Bishop "Rescue Responder of the Year" Award in 2018. This annual honor continues to celebrate firefighters who exemplify the dedications and excellence that Calvin modeled through his career; and

WHEREAS in 2022 Calvin joined the Fayetteville Technical Community College as Fire Training Coordinator, where he was a valued instructor and mentor.

NOW, THEREFORE, We, the Cumberland County Board of Commissioners, do hereby acknowledge Battalion Chief Calvin E. Bishop, a life well lived and extend sincere condolences to his family and friends for their loss.

BE IT FURTHER RESOLVED that the Cumberland County Board of Commissioners proclaim Monday, August 25, 2025 to be in honor of Battalion Chief Calvin E. Bishop in honor of his dedicated service to Cumberland County and the State of North Carolina.

Approved this 25th day of August, 2025.

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Kirk J. deViere, Chairman
Cumberland County Board of Commissioners

CUMBERLAND COUNTY
NORTH CAROLINA

CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF AUGUST 25, 2025

TO: **BOARD OF COUNTY COMMISSIONERS**

FROM: **ANDREA TEBBE, CLERK TO THE BOARD**

DATE: **8/19/2025**

SUBJECT: APPROVAL OF A PROCLAMATION HONORING CHIEF OWEN HARRIS

BACKGROUND

A request was received for a proclamation honoring Fire Chief Owen Harris.

RECOMMENDATION / PROPOSED ACTION

Respectfully request approval of the proclamation.

ATTACHMENTS:

Description	Type
Chief Harris Proclamation	Backup Material

COUNTY OF CUMBERLAND *NORTH CAROLINA*

Proclamation

WHEREAS, Fire Chief Owen Harris served the citizens of Cumberland County for nearly 70 years; and

WHEREAS, Chief Harris was a Veteran of the U.S. Navy; and

WHEREAS, Chief Owen Harris was Cumberland County's longest serving Fire Chief, he served as Chief of the Cotton Fire Department for 42 years; and

WHEREAS, Chief Harris was an active member of the Fire Chiefs' Association where he served on many committees and took on leadership roles; and

WHEREAS, Chief Harris was dedicated to the Cotton Fire Department and the surrounding community; and

WHEREAS, Chief Harris was the definition of a public servant and leader, he served as a mentor and example to all he encountered; and

NOW, THEREFORE, We, the Cumberland County Board of Commissioners, do hereby acknowledge Chief Owen Harris, a life well lived and extend sincere condolences to his family and friends for their loss.

BE IT FURTHER RESOLVED that the Cumberland County Board of Commissioners proclaim Monday, August 25, 2025 to be in honor of Chief Owen Harris in honor of his dedicated service to the Cotton Fire Department and Cumberland County.

Approved this 25th day of August, 2025.

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Kirk J. deViere, Chairman
Cumberland County Board of Commissioners

CUMBERLAND COUNTY
NORTH CAROLINA

CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF AUGUST 25, 2025

TO: **BOARD OF COUNTY COMMISSIONERS**

FROM: **ANDREA TEBBE, CLERK TO THE BOARD**

DATE: **7/29/2025**

SUBJECT: **APPROVAL OF A PROCLAMATION RECOGNIZING SUICIDE PREVENTION AWARENESS MONTH IN CUMBERLAND COUNTY**

BACKGROUND

A request was received for a proclamation recognizing September as Suicide Prevention Awareness Month and August 28, 2025, as Strike Out Suicide Day in Cumberland County.

RECOMMENDATION / PROPOSED ACTION

Respectfully request approval of the proclamation.

ATTACHMENTS:

Description	Type
Strike Out Suicide Proclamation	Backup Material

COUNTY OF CUMBERLAND NORTH CAROLINA

Proclamation

WHEREAS, September is Suicide Prevention Awareness Month – a critical time to raise awareness about the stigmatized and often taboo topic of suicide, shift public perceptions, spread hope, and share vital information with individuals, families and communities affected by suicide; and

WHEREAS, Cumberland County and its partners recognize the devastating toll suicide takes on families, friends, caregivers, veterans, services members, first responders, law enforcement and our broader community; and

WHEREAS, according to the Centers for Disease Control and Prevention, in 2023 nearly 49,500 Americans died by suicide, equating to one death every 11 minutes, with over 12.8 million adults seriously considering suicide, 1.5 million attempting suicide and countless others supporting loved ones in crisis; and

WHEREAS, suicide prevention involves addressing complex risk and protective factors across individual, relational, community and societal levels – including health disparities, trauma, barriers to healthcare, financial strain, mental health challenges, housing instability, and relationship struggles; and

WHEREAS, stigma, lack of access, and limited public education remain barriers that too often prevent those in needs – especially veterans, service members, and first responders – from receiving life-saving care; and

WHEREAS, Cumberland County joins the efforts of community partners, including Veterans Bridge Home, the Fayetteville VA Coastal Health System, Fayetteville Vet Center, Fort Bragg Suicide Prevention Team, Steven A. Coehn Military Family Clinic, Fayetteville Woodpeckers and community partners to elevate awareness and prevention efforts, including hosting the 5th Annual Strike Out Suicide Event on August 28, 2025; and

WHEREAS, we remember and honor

- Those we have lost to suicide,
- Those who struggle with thoughts of suicide,
- Those who have survived suicide attempts,
- Those caring for loved ones in crisis,
- Those left behind in grief,

- Those recovering and healing and

- The countless professionals, caregivers, advocates and volunteers working every day to prevent suicide; and

NOW, THEREFORE BE IT RESOLVED, that the Cumberland County Coard of Commissioners proclaims the month of September 2025 as **Suicide Prevention Awareness Month** and August 28, 2025 as **Strike Out Suicide Day** in Cumberland County and we commit to:

- Studying and acting on the risk factors associated with suicide,
- Supporting and expanding affordable, accessible mental health care,
- Reducing stigma around mental health challenges; and
- Encouraging every citizen to get involved in prevention efforts.

BE IT FURTHER RESOLVED, to anyone experiencing emotional distress, we say: You are not alone, there is hope and help. Please call or text 9-8-8 to reach the National Suicide & Crisis Lifeline.

Adopted this 25th day of August 2025.

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Kirk J. deViere, Chairman
Cumberland County Board of Commissioners

CUMBERLAND COUNTY
NORTH CAROLINA

CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF AUGUST 25, 2025

TO: **BOARD OF COUNTY COMMISSIONERS**

FROM: **ANDREA TEBBE, CLERK TO THE BOARD**

DATE: **7/30/2025**

SUBJECT: **APPROVAL OF A PROCLAMATION RECOGNIZING THE SOUTHEASTERN REGIONAL NORTH CAROLINA POETRY SLAM**

BACKGROUND

A request was received for a proclamation recognizing the Southeastern Regional North Carolina Poetry Slam.

RECOMMENDATION / PROPOSED ACTION

Respectfully request approval of the proclamation.

ATTACHMENTS:

Description	Type
Poetry Slam Proclamation	Backup Material

COUNTY OF CUMBERLAND NORTH CAROLINA

Proclamation

WHEREAS, the Southeastern Regional North Carolina Poetry Slam (SERNC) is an annual cultural and literary event that brings together poets, artists and community members from across the region to celebrate the power of spoken word; and

WHEREAS, the event not only highlights the richness of creative expression in our community, but it also fosters dialogue, connection, and positive engagement among diverse audiences; and

WHEREAS, the slam competition serves as a platform for emerging and established voices to share their stories, raise awareness on social issues and inspire civic engagement through the art of performance poetry; and

WHEREAS, the Southeastern Regional North Carolina Poetry Slam and Poetry-N-Motion engage the community through empowerment and personal development. Their mission to serve as a change agent and provide an alternative for individuals that face challenging situations is commendable; and

WHEREAS, Cumberland County is committed to supporting the arts, cultural diversity and youth engagement, and

NOW, THEREFORE, We, the Cumberland County Board of Commissioners do hereby recognize the Southeastern Regional North Carolina Poetry Slam and the impact made on Cumberland County and encourage all citizens to support the arts.

Adopted this 25th day of August 2025.

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Kirk J. deViere, Chairman
Cumberland County Board of Commissioners

CUMBERLAND COUNTY
NORTH CAROLINA

CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF AUGUST 25, 2025

TO: **BOARD OF COUNTY COMMISSIONERS**

FROM: **ANDREA TEBBE, CLERK TO THE BOARD**

DATE: **8/14/2025**

SUBJECT: **APPROVAL OF A PROCLAMATION RECOGNIZING THE GREEK FESTIVAL**

BACKGROUND

A request was received for a proclamation recognizing the Greek Festival in Cumberland County.

RECOMMENDATION / PROPOSED ACTION

Respectfully request approval of the proclamation.

ATTACHMENTS:

Description	Type
Greek Festival Proclamation	Backup Material

COUNTY OF CUMBERLAND NORTH CAROLINA

Proclamation

WHEREAS, the St. Constatine & Hellen Greek Orthodox Church's annual Greek festival is a tradition of the celebration of Greek history, food, music, and dancing; and

WHEREAS, this annual festival brings people together to celebrate faith, family and community though the beauty of Greek culture; and

WHEREAS, the festival is a celebration of diversity and tradition that honors the Hellenic heritage of the Cumberland County Greek-American community; and

WHEREAS, the festival has been a valued event in the community for 35 years; and

NOW, THEREFORE, We, the Cumberland County Board of Commissioners, do hereby extend greetings and best wishes to all attending the 35th Annual Greek Festival and proclaim September 20-21, 2025 in honor of the Fayetteville Greek Festival.

Adopted this 25th day of August, 2025

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Kirk J. deViere, Chairman
Cumberland County Board of Commissioners

COOPERATIVE EXTENSION

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF AUGUST 25, 2025

TO: **BOARD OF COUNTY COMMISSIONERS**

FROM: **LISA B. CHILDERS, COOPERATIVE EXTENSION DIRECTOR**

DATE: **8/15/2025**

SUBJECT: **APPROVAL OF INDUCTION OF 2025 AGRICULTURAL HALL OF FAME NOMINEE**

BACKGROUND

The Cumberland County Agricultural Hall of Fame Committee met on August 5, 2025 and unanimously selected Ms. Betty A. Green as the 2025 nominee for induction into the prestigious Cumberland County Agricultural Hall of Fame. Attached is supporting documentation on Ms. Green.

Ms. Green's Induction to the Cumberland County Agricultural Hall of Fame was presented at the August 14, 2025, Board of Commissioners Agenda session and approved to be an item of Consent for the agenda of the August 25, 2025, Board of Commissioners regular meeting.

RECOMMENDATION / PROPOSED ACTION

Approve the induction of Ms. Betty A. Green into the Cumberland County Agricultural Hall of Fame.

ATTACHMENTS:

Description	Type
Green - Hall of Fame Presentation	Backup Material

Lisa Childers

Cumberland County Cooperative Extension

County Extension Director

CUMBERLAND COUNTY
NORTH CAROLINA

NC COOPERATIVE EXTENSION
N.C. A&T STATE UNIVERSITY
NC STATE UNIVERSITY

Cumberland County Agricultural Hall of Fame

- Established in 1989 by the Cumberland County Board of Commissioners.
- The purpose is to recognize a county resident that has made a significant contribution to agriculture in Cumberland County.
- The Cumberland County Hall of Fame Committee met on August 5, 2025, and unanimously selected Betty Green as the 2025 nominee.

Betty Green

- Served as 4-H Agent in Cumberland County for 18 years.
- Made a lasting, positive impact on countless young people through innovative and engaging programs.
- Introduced agricultural education programs in schools, sparking student interest in science.
- Established a partnership with Fort Bragg youth sites, creating 4-H clubs that continue today.
- Founded the Leaders Association to strengthen leadership development and volunteer engagement.



CUMBERLAND
COUNTY
NORTH CAROLINA

FINANCE DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF AUGUST 25, 2025

TO: **BOARD OF COUNTY COMMISSIONERS**

FROM: **ROBIN M KOONCE**

DATE: **8/5/2025**

SUBJECT: **APPROVAL OF FORMAL BID AWARD FOR OPIOID SETTLEMENT FOR PUBLIC HEALTH DEPARTMENT**

BACKGROUND

In November 2024, the Cumberland County Commissioners approved the utilization of $4,000,000 of the $31,613,831 in opioid settlement funds, which Cumberland County is set to receive over an 18-year period, to fund up to five four-year pilot projects that align with the Option A Strategies, including early intervention (Strategy 6), evidence-based addiction treatment for the uninsured and underinsured (Strategy 2), programs to support people in treatment and recover (Strategies 3, 4, 5, and 12), and criminal justice diversion programs (Strategy 10). Funds in the amount of $3,955,043.00 will be appropriated in the Opioid Settlement Fund fiscal year 2026 budget to fund eligible organizations to implement evidence-based, high-impact strategies to address the opioid epidemic in Cumberland County, North Carolina, as presented by Dr. Jennifer Green, Public Health Director, during the August 12, 2025, Board of Commissioners' Finance Committee meeting.

A formal bid process was conducted, and ten (10) proposals were received and evaluated based on evaluation criteria included in the RFP. The top five (5) highest scoring organizations are recommended for bid award: North Carolina Harm Reduction Coalition, ATS of North Carolina, LLC DBA Carolina Treatment Center of Fayetteville, SouthLight Healthcare, Community Health Interventions Specialty Clinic, and Mid-Carolina Council of Governments. Because a formal bid process was conducted for these services, the Board of Commissioners must formally award. The action below will satisfy that requirement.

RECOMMENDATION / PROPOSED ACTION

Finance and Purchasing staff recommend that the Board of Commissioners award Bid Number 254-32-PH to the following vendors based on best overall value standard of award:

- North Carolina Harm Reduction Coalition - $793,335.00

- ATS of North Carolina, LLC DBA Carolina Treatment Center of Fayetteville - $800,000.00
- SouthLight Healthcare - $761,708.00
- Community Health Interventions Specialty Clinic - $800,000.00
- Mid-Carolina Council of Governments - $800,000.00

ATTACHMENTS:

Description	Type
Bid Award Request Forms	Backup Material
Bid Tab Summary	Backup Material
Bid Evaluation Summary	Backup Material

CUMBERLAND COUNTY
NORTH CAROLINA

Formal Bid Award Request (Eff. 6/21/21)

Please Note: This form is required for purchases in the formal bid range and must be completed and signed prior to any final bid award recommendations being submitted to a committee or the Board. Please complete all applicable fields.

Date: 7/30/25 **Department:** Health

Bid Description (If additional space necessary, may attach a separate sheet): Opioid Settlement RFP25-32

Amount of Bid Award (or estimated contract amount): $800,000 (If $90,000 – $99,999.99 County Manager approval required only, if $100,000 or more County Manager and Board approval required.)

Budgeted Amount for Project: $800,000 **Original Budget (Y/N):** N **or Budget Revision #:** 260613

Budget Line: Org: 2494336 **Object Code:** 533301 **Project Code:** OPI03 – 664,000
~~OPI04~~ – 40,000
OPI05 – 40,000
OPI12 – 56,000

Department Bid Award Recommendation (specify the vendor):
ATS of North Carolina, LLC DBA Comprehensive Treatment Center of Fayetteville

Justification (ex. lowest bidder) (Please note that if the lowest bidder is not selected a detailed explanation must be provided. If additional space necessary, may attach a separate sheet.):
Application met requirements of RFP, receiving a top 5 score. Proposal will address Opioid epidemic by providing Recovery Support Service, Recovery Housing, Employment related needs and Reentry.

Has this project (not the bid award, just the actual project or funds for the project) **been reviewed by a committee?** Y **If so, which committee?** Opioid Settlement **on what date?** 6/20 and 7/15 (Please note committee review/approval is not necessarily required for all bids, if a department is not certain if committee review is necessary, they should consult their Assistant County Manager.)

Recommended By: Jennifer Green
Department Head

Reviewed and Accepted By:

This is within the County Manager's authority to approve range ☐
This is within the BOCC authority to approve range, requesting County Manager approval to send forward to BOCC ☑

Debbie McKaig Date: 7/30/2025
Finance Director (**Please see question below**)

Should this bid be submitted to the Agenda Session?
Yes ___ No ___

Jessica Hullender Date: 7/30/25
County Purchasing Manager

Clayton Hunt Date: 7/30/25
County Manager (**Please see question below**)

Is the County Manager approval contingent upon any committee review/approvals of bid award? If so, please specify the required committee:

FOR PURCHASING ONLY BELOW THIS LINE

SAM CHECKED ✓
DOA CHECKED ✓
IRAN CHECKED ✓

CUMBERLAND COUNTY
NORTH CAROLINA

Formal Bid Award Request (Eff. 6/21/21)

Please Note: This form is required for purchases in the formal bid range and must be completed and signed prior to any final bid award recommendations being submitted to a committee or the Board. Please complete all applicable fields.

Date: 7/30/25 **Department:** Health

Bid Description (If additional space necessary, may attach a separate sheet): Opioid Settlement RFP25-32

Amount of Bid Award (or estimated contract amount): $761,708 (If $90,000 – $99,999.99 County Manager approval required only, if $100,000 or more County Manager and Board approval required.)

Budgeted Amount for Project: $761,708 **Original Budget (Y/N):** N **or Budget Revision #:** 260613

Budget Line: Org. 2494336 **Object Code:** 533301 **Project Code:** OPI03 - 33&448
OPI04 - 423,260

Department Bid Award Recommendation (specify the vendor):
Southlight Healthcare

Justification (ex. lowest bidder) (Please note that if the lowest bidder is not selected a detailed explanation must be provided. If additional space necessary, may attach a separate sheet.):
Application met requirements of RFP, receiving a top 5 score. Proposal will address Opioid epidemic by providing Recovery Support services and Recovery Housing.

Has this project (not the bid award, just the actual project or funds for the project) **been reviewed by a committee?** Yes **If so, which committee?** Opioid Settlement **on what date?** 6/30 and 7/9 (Please note committee review/approval is not necessarily required for all bids, if a department is not certain if committee review is necessary, they should consult their Assistant County Manager.)

Recommended By: _____
Department Head

Reviewed and Accepted By:

This is within the County Manager's authority to approve range ☐
This is within the BOCC authority to approve range, requesting County Manager approval to send forward to BOCC ☑

_____ Date: 7/30/2025
Finance Director (**Please see question below**)

Should this bid be submitted to the Agenda Session?
Yes ____ No ____

_____ Date: 7/30/25
County Manager (**Please see question below**)

Is the County Manager approval contingent upon any committee review/approvals of bid award? If so, please specify the required committee:

_____ Date: 7/30/25
County Purchasing Manager

FOR PURCHASING ONLY BELOW THIS LINE

SAM CHECKED ✓
DOA CHECKED ✓
IRAN CHECKED ✓

CUMBERLAND COUNTY
NORTH CAROLINA

Formal Bid Award Request (Eff. 6/21/21)

Please Note: This form is required for purchases in the formal bid range and must be completed and signed prior to any final bid award recommendations being submitted to a committee or the Board. Please complete all applicable fields.

Date: 7/30/25 **Department:** Health

Bid Description (If additional space necessary, may attach a separate sheet): Opioid Settlement RFP25-32

Amount of Bid Award (or estimated contract amount): $800,000 (If $90,000 – $99,999.99 County Manager approval required only, if $100,000 or more County Manager and Board approval required.)

Budgeted Amount for Project: $800,000 **Original Budget (Y/N):** N **or Budget Revision #:** 260613

Budget Line: Org. 2494336 **Object Code:** 533301 **Project Code:** OPI02 - 212,660
OPI06 - 587,340

Department Bid Award Recommendation (specify the vendor):
Mid-Carolina Council of Goverments

Justification (ex. lowest bidder) (Please note that if the lowest bidder is not selected a detailed explanation must be provided. If additional space necessary, may attach a separate sheet.):
Application met requirements of RFP receiving a top 5 score. Proposal will address Opioid epidemic by providing Evidence based treatment and Early intervention.

Has this project (not the bid award, just the actual project or funds for the project) **been reviewed by a committee?** Yes **If so, which committee?** Opioid Settlement **on what date?** 6/30 and 7/9 (Please note committee review/approval is not necessarily required for all bids, if a department is not certain if committee review is necessary, they should consult their Assistant County Manager.)

Recommended By: _____
Department Head

Reviewed and Accepted By:

This is within the County Manager's authority to approve range ☐
This is within the BOCC authority to approve range, requesting County Manager approval to send forward to BOCC ☑

_____ Date: 7/30/2025
Finance Director **(Please see question below)**

Should this bid be submitted to the Agenda Session?
Yes ___ No ___

_____ Date: 7/30/25
County Purchasing Manager

_____ Date: 7/31/25
County Manager **(Please see question below)**

Is the County Manager approval contingent upon any committee review/approvals of bid award? If so, please specify the required committee:

FOR PURCHASING ONLY BELOW THIS LINE

SAM CHECKED ✓
DOA CHECKED ✓
IRAN CHECKED ✓

CUMBERLAND COUNTY
NORTH CAROLINA

Formal Bid Award Request (Eff. 6/21/21)

Please Note: This form is required for purchases in the formal bid range and must be completed and signed prior to any final bid award recommendations being submitted to a committee or the Board. Please complete all applicable fields.

Date: 7/30/25 **Department:** Health

Bid Description (If additional space necessary, may attach a separate sheet): Opioid Settlement RFP25-32

Amount of Bid Award (or estimated contract amount): $800,000 (If $90,000 – $99,999.99 County Manager approval required only, if $100,000 or more County Manager and Board approval required.)

Budgeted Amount for Project: $800,000 **Original Budget (Y/N):** N **or Budget Revision #:** 260613

Budget Line: Org. 2494336 **Object Code:** 533301 **Project Code:** OPI03 - 400,000
OPI02 - 400,000

Department Bid Award Recommendation (specify the vendor):
Community Health Interventions Specialty Clinic (CHISC)

Justification (ex. lowest bidder) (Please note that if the lowest bidder is not selected a detailed explanation must be provided. If additional space necessary, may attach a separate sheet.):
Application met requirements of RFP receiving a top 5 score. Proposal will address Opioid epidemic by providing Evidence-based treatment and Recovery Support services.

Has this project (not the bid award, just the actual project or funds for the project) **been reviewed by a committee?** Y **If so, which committee?** Opioid Settlement **on what date?** 6/30 and 7/9 (Please note committee review/approval is not necessarily required for all bids, if a department is not certain if committee review is necessary, they should consult their Assistant County Manager.)

Recommended By: [signature]
Department Head

Reviewed and Accepted By:

This is within the County Manager's authority to approve range ☐
This is within the BOCC authority to approve range, requesting County Manager approval to send forward to BOCC ☑

[signature] Date: 7/30/2025
Finance Director (**Please see question below**)
Should this bid be submitted to the Agenda Session?
Yes ___ No ___

[signature] Date: 7/30/25
County Purchasing Manager

[signature] Date: 7/31/25
County Manager (**Please see question below**)
Is the County Manager approval contingent upon any committee review/approvals of bid award? If so, please specify the required committee:

FOR PURCHASING ONLY BELOW THIS LINE

SAM CHECKED ✓
DOA CHECKED ✓
IRAN CHECKED ✓

CUMBERLAND COUNTY
NORTH CAROLINA

Formal Bid Award Request (Eff. 6/21/21)

Please Note: This form is required for purchases in the formal bid range and must be completed and signed prior to any final bid award recommendations being submitted to a committee or the Board. Please complete all applicable fields.

Date: 7/30/25 **Department:** Health

Bid Description (If additional space necessary, may attach a separate sheet): Opioid Settlement RFP 25-32

Amount of Bid Award (or estimated contract amount): $793,334.75 (If $90,000 – $99,999.99 County Manager approval required only, if $100,000 or more County Manager and Board approval required.)

Budgeted Amount for Project: $793,335 **Original Budget (Y/N):** N **or Budget Revision #:** 260613

Budget Line: Org. 2994336 **Object Code:** 533301 **Project Code:** OPIØ3

Department Bid Award Recommendation (specify the vendor):
North Carolina Harm Reduction Coalition

Justification (ex. lowest bidder) (Please note that if the lowest bidder is not selected a detailed explanation must be provided. If additional space necessary, may attach a separate sheet.):
Application met requirements of RFP receiving a top 5 score. Proposal will address opioid epidemic by providing Recovery Support services.

Has this project (not the bid award, just the actual project or funds for the project) **been reviewed by a committee?** Yes **If so, which committee?** Opioid Settlement **on what date?** 6/30 and 7/9 (Please note committee review/approval is not necessarily required for all bids, if a department is not certain if committee review is necessary, they should consult their Assistant County Manager.)

Recommended By: Jennifer Green
Department Head

Reviewed and Accepted By:

This is within the County Manager's authority to approve range ☐
This is within the BOCC authority to approve range, requesting County Manager approval to send forward to BOCC ☑

Robin M Kource Date: 7/30/2025
Finance Director (**Please see question below**)

Should this bid be submitted to the Agenda Session?
Yes ____ No ____

Jessica Hullender Date: 7/30/25
County Purchasing Manager

Date: 7/30/25
County Manager (**Please see question below**)

Is the County Manager approval contingent upon any committee review/approvals of bid award? If so, please specify the required committee:

FOR PURCHASING ONLY BELOW THIS LINE

SAM CHECKED ✓
DOA CHECKED ✓
IRAN CHECKED ✓

CUMBERLAND COUNTY
NORTH CAROLINA

Financial Services

Purchasing Division

Bid Tab Summary
RFP #25-32-PH OPIOID SETTLEMENT

RFP Due Date: May 30, 2025 at 2:00 PM; RFC Due Date: June 4, 2025 at 12:00 PM; RFC Due Date: July 18, 2025 at 3:00 PM

Vendor Name	Date Received	Time Received	Proposal Sealed	One (1) Signed, Original Executed Proposal Response	One (1) Electronic Copy on a Flash Drive	Attachment B	Attachment C	Attachment C Excel Version	Attachment D	Amount of Funds Requested	Comments
ATS of North Carolina, LLC DBA Comprehensive Treatment Center of Fayetteville	5/27/25	10:25 AM	✓	✓	✓	✓	✓	✓	✓	$800,000.00	Responsive
TDW Enterprises LLC	5/29/25	8:28 AM	✓	✓	✓	✓	✓	✓	✓	$799,280.19	Responsive
SouthLight Healthcare	5/29/25	9:36 AM	✓	✓	✓	✓	✓	✓	✓	$761,708.00	Responsive
Myrover-Reese Fellowship Homes, Inc.	5/29/25	9:52 AM	✓	✓	✓	✓	✓	✓	✓	$800,000.00	Responsive
Mid-Carolina Council of Governments	5/29/25	4:05 PM	✓	✓	✓	✓	✓	✓	✓	$800,000.00	Responsive
Marius Maximus Foundation for Mental Health Inc.	5/30/25	9:24 AM	✓	✓	✓	✓	✓	✓	✓	$793,472.00	Responsive
Community Health Interventions Specialty Clinic (CHISC)	5/30/25	10:35 AM	✓	✓	✓	✓	✓	✓	✓	$800,000.00	Responsive - Submitted 3 different $800,000 budgets for different strategies - Responded to Request for Clarification 2 to clarify budgets sent and submitted 2 different $400,000 budgets for different strategies
New Breeze Counseling	5/30/25	10:45 AM	✓	✓	✓	✓	✓	✓	✓	$800,000.00	Responsive
North Carolina Harm Reduction Coalition	5/30/25	11:01 AM	✓	✓	✓	✓	✓	✓	✓	$793,334.75	Responsive
Life Net Services	5/30/25	12:06 PM	✓	✓	✓	✓	✓	✓	✓	$800,000.00	Responsive

Evaluation Summary RFP #25-32-PH Opioid Settlement

	Evaluation Criteria														
	Average Scores of 4 Evaluators - Scale of 108														
Vendor-Contractor	Healthcare Provider and Community-Based Agency Partnership	Project Description and Implementation Plan	Statement of Need	Population Served	Evidence-Based Practices	Results/Goals and SMART Objectives	Evaluation	Equity Impact	Project Partners	Experience and Organizational Capacity	Budget and Budget Narrative	Have Not Previously Received Funding	Annual Budgets of Less Than $1M	Total Average	Ranking
Points	5	15	10	10	10	5	10	10	5	10	10	4	4		
ATS of North Carolina, LLC DBA Carolina Treatment Center of Fayetteville	18	54	37	34	34	18	38	36	20	38	37	0	8	93.00	2
TDW Enterprises LLC	6	36	25	21	25	12	21	23	11	16	17	16	16	61.25	9
SouthLight Healthcare	16	52	37	35	35	14	35	36	18	37	34	8	0	89.25	3
Myrover-Reese Fellowship Homes, Inc.	11	38	33	30	26	13	28	32	13	25	28	0	16	73.25	6
Mid-Carolina Council of Governments	13	45	34	35	31	17	32	36	17	32	28	0	8	82.00	5
Marius Maximus Foundation for Mental Health Inc	18	35	31	27	24	14	26	34	12	23	11	8	8	67.75	7
Community Health Interventions Specialty Clinic (CHISC)	18	49	32	37	35	11	34	36	15	31	7	8	16	82.25	4
New Breeze Counseling	13	34	29	25	19	13	21	22	8	27	28	8	8	63.75	8
North Carolina Harm Reduction Coalition	19	59	38	40	37	19	40	39	20	36	39	8	8	100.50	1
Life Net Services	12	25	18	12	15	12	14	15	11	18	9	0	16	44.25	10

ASSISTANT COUNTY MANAGER COMMUNITY SUPPORT SERVICES

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF AUGUST 25, 2025

TO: **BOARD OF COUNTY COMMISSIONERS**

FROM: **JENNIFER GREEN, HEALTH DIRECTOR**

DATE: **8/25/2025**

SUBJECT: **APPROVAL OF OPIOID SETTLEMENT RESOLUTION - PURDUE/SACKLER**

BACKGROUND

Attorney General Jeff Jackson announced a $7.4 billion settlement in principle with Purdue Pharma and its owners, the Sackler family, for their role in creating the opioid crisis. It will deliver funds directly to communities across the country over the next 15 years to support addiction treatment, prevention, and recovery programs. North Carolina's state and local governments will receive as much as $150 million from this settlement, which will go to the state and local governments under the terms of North Carolina's Memorandum of Agreement. Additionally, NC DOJ has helped finalize additional settlements with 8 companies that manufactured generic opioids estimated to bring approximately $23 million in new money to North Carolina over the next 10 years to fight the opioid crisis.

These settlements are structured the same as the prior opioid settlements where there is a requirement for all North Carolina counties, and approximately 3 dozen of the largest municipalities, to sign onto the settlements to receive maximum funds by September 30, 2025. Cumberland County is projected to receive $3,260,809.64.

The Purdue/Sackler settlement is already covered by the North Carolina Memorandum of Agreement (MOA) that local governments signed in 2021. The new manufacturer settlements will be accompanied by a new supplemental MOA (the "SAAF-3"), extending the original MOA to these settlements. Local governments are asked to sign onto the Third Supplemental Agreement for Additional Funds (SAAF-3), which governs the allocation, use, and reporting of these funds.

This item was presented at the Board of Commissioners Finance Committee on August 12, 2025 and approved to move forward.

RECOMMENDATION / PROPOSED ACTION

Move to approve the resolution authorizing the County Manager to execute, on behalf of Cumberland County, the necessary documents to enter into the opioid settlement agreements with the Secondary Opioid Manufacturer Defendants, to execute the SAAF-3 and to approve the bankruptcy plan and settlement agreements relating to Purdue and the Sackler family and to provide such documents to Rubris, the Implementation Administrator.

ATTACHMENTS:

Description	Type
NCACC Resolution - Purdue/Sackler	Backup Material

RESOLUTION BY THE CUMBERLAND COUNTY BOARD OF COMMISSIONERS AUTHORIZING EXECUTION OF OPIOID SETTLEMENTS WITH SECONDARY OPIOID MANUFACTURERS, PURDUE PHARMA LP, AND THE SACKLER FAMILY, AND APPROVING THE THIRD SUPPLEMENTAL AGREEMENT FOR ADDITIONAL FUNDS BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS ON PROCEEDS RELATING TO THE SETTLEMENT OF OPIOID LITIGATION

WHEREAS more than 41,500 North Carolinians lost their lives to a drug overdose from 2000-2023.

WHEREAS the Centers for Disease Control and Prevention has estimated the total economic burden of prescription opioid misuse alone in the United States to be $78.5 billion a year, including the costs of healthcare, lost productivity, addiction treatment, and criminal justice involvement;

WHEREAS, the overdose death rate in Cumberland County was 42.6 of 100,000 people in 2024, representing 144 people; and

WHEREAS, the rate of overdose emergency department visits rate in Cumberland County was 99.4 of 100,000 people in 2024, representing 336 people; and

WHEREAS certain counties and municipalities in North Carolina joined with thousands of local governments across the country to file lawsuits against opioid companies, manufacturers, pharmaceutical distributors, and chain drug stores to hold those companies accountable for their misconduct;

WHEREAS settlements (collectively "the Secondary Opioid Manufacturer Settlements") have been reached in litigation against Alvogen, Inc., Amneal Pharmaceuticals LLC, Apotex Corp., Hikma Pharmaceuticals USA Inc. f/k/a West-Ward Pharmaceuticals Corp., Indivior Inc., Sun Pharmaceutical Industries, Inc., Viatris Inc., and Zydus Pharmaceuticals (USA) Inc., as well as their subsidiaries, affiliates, officers, and directors (collectively "the Secondary Opioid Manufacturer Defendants") named in the Secondary Opioid Manufacturer Settlements;

WHEREAS representatives of local North Carolina governments, the North Carolina Association of County Commissioners, and the North Carolina Department of Justice have negotiated and prepared a Third Supplemental Agreement for Additional Funds ("SAAF-3") to provide for the equitable distribution of the proceeds of the Secondary Opioid Manufacturer Settlements;

WHEREAS settlements have been reached, under Purdue Pharma L.P.'s bankruptcy plan, whereby Purdue Pharma L.P. ("Purdue") and members of the Sackler family will pay approximately $7.4 billion to settle opioid claims across the nation, which settlements would be subject in North Carolina to the equitable distribution of the proceeds as set forth in the Memorandum of Agreement ("MOA") which has already been approved by this Board;

WHEREAS by joining the Secondary Opioid Manufacturer Settlements, approving the SAAF-3, and approving the bankruptcy plan and settlements relating to Purdue and the Sackler family, the state and local governments maximize North Carolina's share of opioid settlement funds to ensure the needed resources reach communities, as quickly, effectively, and directly as possible;

WHEREAS it is advantageous to all North Carolinians for local governments, including Cumberland County and its residents, to sign onto the Secondary Opioid Manufacturer Settlements, SAAF-3, and approving the bankruptcy plan and settlements relating to Purdue and the Sackler family, in order to demonstrate solidarity in response to the opioid overdose crisis, and to maximize the share of opioid settlement funds received both in the State and Cumberland County to help abate the harm; and

WHEREAS both the MOA and SAAF-3 directs substantial resources over multiple years to local governments on the front lines of the opioid overdose epidemic while ensuring that these resources are used in an effective way to address the crisis;

NOW, THEREFORE, BE IT RESOLVED that the Cumberland County Board of Commissioners hereby authorizes the County Manager to execute, on behalf of Cumberland County, the necessary documents to enter into opioid settlement agreements, as set forth herein, with the Secondary Opioid Manufacturer Defendants, to execute the SAAF-3, and to approve the bankruptcy plan and settlement agreements relating to Purdue and the Sackler family, and to provide such documents to Rubris, the Implementation Administrator, subject to a pre-audit certificate thereon by the County Chief Financial Officer, if applicable, and approval as to form and legality by the Cumberland County Attorney.

Adopted this 25th day of August, 2025.

_____
Kirk DeViere
Cumberland County Board of Commissioners

ATTEST:

_____
Andrea Tebbe, Clerk to the Board

SEAL

CUMBERLAND COUNTY
NORTH CAROLINA

ASSISTANT COUNTY MANAGER COMMUNITY SUPPORT SERVICES

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF AUGUST 25, 2025

TO: **BOARD OF COUNTY COMMISSIONERS**

FROM: **DR. JENNIFER GREEN, PUBLIC HEALTH DIRECTOR**

DATE: **8/25/2025**

SUBJECT: **RESOLUTION AUTHORIZING THE EXPENDITURE OF OPIOID SETTLEMENT FUNDS AND THE ASSOCIATED BUDGET AMENDMENT #B260613**

BACKGROUND

The NC Department of Justice helped negotiate more than $50 billion in national settlements and bankruptcy resolutions with opioid companies, agreements that are helping to bring desperately needed resources to communities harmed by the opioid overdose epidemic. A Memorandum of Agreement (MOA) between the State and local government directs how opioid settlement funds are distributed and used in our state. Cumberland County is set to receive more than $30,822,230 over 18 years. In November 2025, the Cumberland County Commissioners approved a recommendation to initiate a Request for Proposal (RFP) process for up to $4,000,000 to fund up to five organizations ($800,000 each) over 4 years (January 2026-December 2029). Project are funded in each of the four areas below:

- Early Intervention (Strategy 6)
- Evidence-based addiction treatment for the uninsured and underinsured (Strategy 2)
- Programs to support people in treatment and recovery (Strategies 3, 4, 5, and 12)
    - Recovery support services
    - Recovery housing
    - Employment related services
    - Reentry services
- Criminal justice diversion programs (Strategy 10)

In April 2025 RFP 25-32-Opioid Settlement was issued to funding up to $4,000,000 to implement several Option A strategies. Submitted projects required a joint application between healthcare, substance use, or mental health provider and community-based organization. The 10 responsive proposals were reviewed and scored by a multi-disciplinary committee. The following agencies are recommended for funding.

Agencies	Funding Level (over 4 Years)	Strategies
ATS of North Carolina, LLC DBA: Carolina Treatment Center of Fayetteville and Broken Chains JC	$800,000	Recovery Support Services (3), Recovery Housing Support (4), Employment-related Services (5), Re-entry Programs (12)
Southlight Healthcare and Oxford House, Inc.	$761,708	Recovery Support Services (3), Recovery Housing Support (4)
Mid-Carolina Regional Council and Spring Lake Family Support Services (Kinsey House) and Rapha Medical Center	$800,000	Early Intervention (6) andEvidence-based addiction treatment(Strategy 2)
Community Health Interventions Specialty ClinicandPrimary Care of North Carolina	$800,000	Evidence-based addiction treatment (2), Recovery Support Services (3)
North Carolina Harm Reduction Coalition and Carolina Infectious Disease Clinic	$793,335	Recovery Support Services (3)
Total	$3,955,043	

A Local Spending Authorization Resolution and a Budget Ordinance amendment are required to utilize opioid settlement funds. The Local Spending Authorization Resolution is organized by Option A as required by the NC MOA.

RECOMMENDATION / PROPOSED ACTION

Move to approve the resolution authorizing the Expenditure of Opioid Settlement Funds and the Associated Budget Ordinance Amendment #B260613.

ATTACHMENTS:

Description	Type
2025 OSF Local Spending Authorization Resolution	Backup Material

A RESOLUTION BY THE COUNTY OF CUMBERLAND
TO DIRECT THE EXPENDITURE OF OPIOID SETTLEMENT FUNDS

WHEREAS Cumberland County has joined national settlement agreements with companies engaged in the manufacturing, distribution, and dispensing of opioids.

WHEREAS the allocation, use, and reporting of funds stemming from these national settlement agreements and bankruptcy resolutions ("Opioid Settlement Funds") are governed by the Memorandum of Agreement Between the State of North Carolina and Local Governments on Proceeds Relating to the Settlement of Opioid Litigation ("MOA"), the Supplemental Agreement for Additional Funds from Additional Settlements of Opioid Litigation ("SAAF"), and SAAF-2;

WHEREAS Cumberland County has received Opioid Settlement Funds pursuant to these national settlement agreements and deposited the Opioid Settlement Funds in a separate special revenue fund as required by section D of the MOA;

WHEREAS section E.6 of the MOA states that, before spending opioid settlement funds, the local government's governing body must adopt a resolution that:

(i) indicates that it is an authorization for expenditure of opioid settlement funds; and,
(ii) states the specific strategy or strategies the county or municipality intends to fund pursuant to Option A or Option B, using the item letter and/or number in Exhibit A or Exhibit B to identify each funded strategy; and,
(iii) states the amount dedicated to each strategy for a specific period of time.

NOW, THEREFORE BE IT RESOLVED, in alignment with the NC MOA, SAAF, and SAAF-2, Cumberland County authorizes the expenditure of opioid settlement funds as follows:

1. First strategy authorized
    a. Name of strategy: Evidence Based Addiction Treatment
    b. Strategy is included in Exhibit: A
    c. Item letter and/or number in Exhibit A or Exhibit B to the MOA: 2
    d. Amount authorized for this strategy: $612,660.00
    e. Period of time during which expenditure may take place:
        Start date: January 1, 2026 through End date: December 31, 2029
    f. Description of the program, project, or activity: Community Health Interventions, Inc Inc. and Primary Care of North Carolina, PLLC and Mid-Carolina Regional Council and Spring Lake Family Support Services will provide no-cost, evidence-based treatment for uninsured and underinsured individuals diagnosed with opioid use disorder.
    g. Provider: Community Health Interventions, Inc and Primary Care of North Carolina, PLLC and Mid-Carolina Regional Council and Spring Lake Family Support Services

2. Second strategy authorized
    a. Name of strategy: Recovery Support Services
    b. Strategy is included in Exhibit: A
    c. Item letter and/or number in Exhibit: A or Exhibit B to the MOA: 3
    d. Amount authorized for this strategy: $2,195,783.00
    e. Period of time during which expenditure may take place:

Start date: January 2026 through End date: December 31, 2029

f. Description of the program, project, or activity: ATS of North Carolina, LLC DBA: Carolina Treatment Center of Fayetteville and Broken Chains JC, Inc. will expand outreach, engage individuals in need, implement relationship-based frontline support. North Carolina Harm Reduction Coalition, Inc. and Carolina Infectious Disease Clinic will organize warm linkages to care, including arranging transportation if needed, scheduling appointments, and ensuring that participants are able to make their appointments, and distribute preventative wound care supplies for low-severity wounds. SouthLight Healthcare and Oxford House, Inc will employ two community-based Certified Peer Support Specialists (Peer navigators) to engage individuals who are at high risk of overdose but are not yet connected to treatment. Community Health Interventions, Inc. and Primary Care of North Carolina, PLLC will jointly provide navigation through peer support specialists and community health workers who help clients access addiction treatment, recovery resources, harm reduction tools, primary healthcare, and other essential services that improve overall health and stability.

g. Provider: ATS of North Carolina, LLC DBA: Carolina Treatment Center of Fayetteville and Broken Chains JC Inc.; North Carolina Harm Reduction Coalition, Inc. and Carolina Infectious Disease Clinic; SouthLight Healthcare and Oxford House, Inc; and Community Health Interventions, Inc and Primary Care of North Carolina, PLLC

3. Third authorized strategy
    a. Name of strategy: Recovery Housing Support
    b. Strategy is included in Exhibit: A
    c. Item letter and/or number in Exhibit A or Exhibit B to the MOA: 4
    d. Amount authorized for this strategy: $463,260.00
    e. Period of time during which expenditure may take place:
        Start date: January 1, 2026, through End date: December 31, 2029
    f. Description of the program, project, or activity: ATS of North Carolina, LLC DBA: Carolina Treatment Center of Fayetteville and Broken Chains JC Inc. will offer services via scholarships using a patient attestation form based on SDOH needs, together with a specific focus on recovery housing, in efforts to get patients into stable housing through support with deposits and other housing barrier removal. SouthLight Healthcare and Oxford House, Inc will offer a Housing and Opioid Treatment Program where adults with opioid use disorder .
    g. Provider: ATS of North Carolina, LLC DBA: Carolina Treatment Center of Fayetteville and Broken Chains JC Inc; SouthLight Healthcare and Oxford House, Inc

4. Fourth authorized strategy
    a. Name of strategy: Employment Related Services
    b. Strategy is included in Exhibit: A
    c. Item letter and/or number in Exhibit: A or Exhibit B to the MOA: 5
    d. Amount authorized for this strategy: $40,000.00
    e. Period of time during which expenditure may take place:
        Start date: January 2026 through End date: December 31, 2029
    f. Description of the program, project, or activity: ATS of North Carolina, LLC DBA: Carolina Treatment Center of Fayetteville and Broken Chains JC Inc. will provide employment or vocational linkages.

g. Provider: ATS of North Carolina, LLC DBA: Carolina Treatment Center of Fayetteville and Broken Chains JC Inc.

5. Fifth authorized strategy
    a. Name of strategy: Reentry Programs
    b. Strategy is included in Exhibit: A
    c. Item letter and/or number in Exhibit A or Exhibit B to the MOA: 12
    d. Amount authorized for this strategy: $56,000.00
    e. Period of time during which expenditure may take place:
        Start date: January 1, 2026 through End date: December 31, 2029
    f. Description of the program, project, or activity: ATS of North Carolina, LLC DBA: Carolina Treatment Center of Fayetteville and Broken Chains JC Inc. will provide re-entry services for justice involved individuals
    g. Provider: ATS of North Carolina, LLC DBA: Carolina Treatment Center of Fayetteville and Broken Chains JC Inc.
6. Sixth authorized strategy
    a. Name of strategy: Early Intervention
    b. Strategy is included in Exhibit: A
    c. Item letter and/or number in Exhibit: A or Exhibit B to the MOA: 6
    d. Amount authorized for this strategy: $587,340.00
    e. Period of time during which expenditure may take place:
        Start date: January 1, 2026 through End date: December 31, 2029
    f. Description of the program, project, or activity: Mid-Carolina Regional Council and Spring Lake Family Support Services will implement a program to reduce the progression of opioid misuse by identifying risk factors early and connecting individuals with coordinated and accessible services.
    g. Provider: Mid-Carolina Regional Council and Spring Lake Family Support Services

The total dollar amount of Opioid Settlement Funds appropriated across the above named and authorized strategies is $3,955,043.00

Adopted this 25th day of August, 2025.

_____

Kirk DeViere

Cumberland County Board of Commissioners

ATTEST:

_____

Andrea Tebbe, Clerk to the Board

COUNTY SEAL

CUMBERLAND COUNTY
NORTH CAROLINA

ASSISTANT COUNTY MANAGER COMMUNITY SUPPORT SERVICES

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF AUGUST 25, 2025

TO: **BOARD OF COUNTY COMMISSIONERS**

FROM: **HEATHER SKEENS, ASSISTANT COUNTY MANAGER**

DATE: **8/25/2025**

SUBJECT: **CUMBERLAND COUNTY JUVENILE CRIME PREVENTION COUNCIL FUNDING ALLOCATIONS FOR JULY 1, 2025 THROUGH JUNE 30, 2026**

BACKGROUND

The Cumberland County Juvenile Crime Prevention (JCPC) annually submits the JCPC funding recommendations to the Board of Commissioners for approval prior to submitting them to the State Division of Adult Correction and Juvenile Justice (DACJJ) Office. The request represents the funding allocations for FY2025-2026.

This item was presented at the May 6, 2025 Finance Committee with an unanimous vote to place the item on the May 19, 2025 Board of Commissioners meeting as a consent agenda item. The funding plan was approved during the May 19, 2025 Board of Commissioners meeting. The funding plan required a revision due to Communicare having not signed the funding agreement with DACJJ.

The revised funding agreement was placed on the June 12, 2025 Agenda Session as a Consideration of an Item of Business for the June 19, 2025 Board of Commissioners meeting. The item was tabled.

DACJJ cannot finalize the contracts with the programs until the funding plan is approved by the Board of Commissioners and therefore, none of the providers are able to submit for reimbursement for services after July 1, 2025, without the approved funding plan.

This item was presented at the August 14, 2025 Board of Commissioners Agenda Session and approved to be placed as an item on the Consent Agenda for the August 25, 2025 Board of Commissioners meeting.

RECOMMENDATION / PROPOSED ACTION

The Juvenile Crime Prevention Council recommends approval of the JCPC DACJJ County Funding requests

for FY 2025-2026.

ATTACHMENTS:

Description	Type
JCPC Funding Plan FY 25-26	Backup Material

Cumberland County

NC DPS - Community Programs - County Funding Plan

Available Funds: $ $1,119,291 Local Match: $ $225,499 Rate: 20%

DPS JCPC funds must be committed with a Program Agreement submitted in NC Allies and electronically signed by authorized officials.

#	Program Provider	DPS-JCPC Funding	LOCAL FUNDING			OTHER	OTHER	Total	% non DPS-JCPC Program Revenues
			County Cash Match	Local Cash Match	Local In-Kind	State/ Federal	Funds		
1	Cumberland County JCPC Administration	$15,500						$15,500	
2	Cumberland County Communicare FACT	$233,367	$37,339	Unconfirmed	Unconfirmed			$270,706	14%
3	Cumberland County Communicare JAC	$242,166	$29,665	Unconfirmed	Unconfirmed			$271,831	11%
4	Cumberland County Dispute Resolution Program (Teen Court)	$103,420	$16,547	$2,160	$1,977			$124,104	17%
5	Fay. Police Dept. - Juvenile Restitution Program	$65,795	$10,527	$15,951				$92,273	29%
6	Fay. Urban Ministires - Find-A-Friend (Afterschool Program)	$112,732	$18,037		$7,520			$138,289	18%
7	Fay. Urban Ministires - Find-A-Friend (Career Readiness Program)	$57,951	$9,272		$12,587			$79,810	27%
8	SWAT - Youth & Family Services	$113,904	$18,225		$10,800			$142,929	20%
9	The Group Theory Build Your Self	$118,433	$18,949		$4,738			$142,120	17%
10	Maggie's Outreach Road to Success	$56,023			$11,205			$67,228	17%
11									
12									
13									
14									
15									
16									
17									
18									
	TOTALS:	$1,119,291	$158,561	$18,111	$48,827			$1,344,790	17%

The above plan was derived through a planning process by the Cumberland County Juvenile Crime Prevention Council and represents the County's Plan for use of these funds in FY 2025-2026.

Amount of Unallocated Funds $0

Amount of funds reverted back to DPS _____

Discretionary Funds added _____

Michael A. Lewis 5-29-25

Chairperson, Juvenile Crime Prevention Council (Date)

check type ☑ Initial plan ☐ update ☐ final

----DPS Use Only----

Reviewed by _____ Date
Area Consultant

Reviewed by _____ Date
Program Assistant

Verified by _____ Date
Designated State Office Staff

_____

Chairperson, Board of County Commissioners or County Finance Officer (Date)

ver 03/04/2016

CUMBERLAND COUNTY
NORTH CAROLINA

SOLID WASTE MANAGEMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF AUGUST 25, 2025

TO: **BOARD OF COUNTY COMMISSIONERS**

FROM: **AMANDA LEE, PE, GENERAL MANAGER FOR NATURAL RESOURCES**

DATE: **8/13/2025**

SUBJECT: **APPROVAL OF BID AWARD FOR ASSEMBLY COURT AND PARKTON ROAD CONVENIENCE CENTER CONSTRUCTION PROJECT**

BACKGROUND

Cumberland County Solid Waste Management intends to construct a 3.81-acre solid waste convenience center and recycling facility at 575 Assembly Court, Fayetteville, N.C., 28306. This facility shall be constructed in two phases. The Assembly Court Convenience Center & Recycling Facility – Phase 1 Construction was advertised for bid on October 2, 2024, by the Solid Waste Department with bids due on October 18, 2024. Three bids were received. The lowest responsive bid was from Blacksail Construction in the amount of $483,000. The Board approved the bid for the Assembly Court Convenience Center & Recycling Facility – Phase 1 Construction and awarded a contract to Blacksail Construction in the amount of $483,000 at the November 18, 2024, Board of Commissioners' Regular meeting. Since the award, county staff was unable to negotiate a contract with the low bidder and recommended to the Infrastructure Committee on April 7, 2025, the rejection of these bids with the recommendation that Phase 1 and Phase 2 of the project be bid with Parkton Brisson Site.

NCDOT is getting ready to construct U-3422A for Camden Road and the Camden Road Convenience Site must be vacated to accommodate this construction. The new Parkton Convenience Center will serve as a replacement for the Camden Road Site which has been condemned by NCDOT and is subject to absolute closure at any time.

The Solid Waste Assembly Court and Parkton Convenience Center & Recycling Facility Construction Projects were advertised for bid on May 6, 2025, by the Solid Waste Department with bids due on June 3, 2025. Two bids were received. The lowest responsive bid was from Kevin K. Jacobs General Contracting, Inc. for Assembly Court in the amount of $828,857 and for Parkton Road in the amount of $999,950, with a total combined base bid amount of $1,828,807.

Project funding for the Assembly Court Convenience Center contract is available within Solid Waste Capital Outlay BR#250324 and funding for the Parkton Convenience Center contract is available within Solid Waste Capital Outlay BR#250322.

This item was moved forward by the Finance Committee on August 12, 2025, to the August 12, 2025, Infrastructure Committee meeting. At their August 12, 2025, meeting, the Infrastructure Committee approved moving this item to the Consent Agenda of the August 25, 2025, Board of Commissioners' meeting.

RECOMMENDATION / PROPOSED ACTION

The General Manager for Natural Resources and County Management recommend acceptance of the bid for Solid Waste Assembly Court and Parkton Convenience Center & Recycling Facility Construction Projects from Kevin K. Jacobs General Contracting, Inc. with a total combined base bid amount of $1,828,807.

ATTACHMENTS:

Description	Type
Bid Recommendation Letter	Backup Material

Docusign Envelope ID: BF09E9A9-989D-445E-BD54-B23EB158AFF4

SMITH+GARDNER
ENGINEERS

ADDRESS 14 N. Boylan Avenue, Raleigh NC 27603
TEL 919.828.0577
WEB www.smithgardnerinc.com

June 26, 2025

Mr. Johnny Scott
Environmental Services Project Manager
Cumberland County Solid Waste Department
698 Ann Street
Fayetteville, NC 28301
jscott@cumberlandcountync.gov

RE: Convenience Center & Recycling Facility Construction
Assembly Court Solid Waste Convenience Center & Parkton Rd Solid Waste Convenience Center
Certified Bid Tabulation & Recommendation for Contractor Selection

Dear Johnny:

Smith Gardner, Inc. (S+G) is pleased to present the results of the bidding for the Convenience Center & Recycling Facility Construction project, which bid on June 25, 2025 at 2:00 p.m. This project was re-bid after failing to receive the required three (3) bids for the first bid opening on April 30th, 2025. The results of the re-bid are as follows below:

Bidder/Rank		Total Base Bid (Assembly Court)	Total Base Bid (Parkton Road)	Total Combined Base Bid
Kevin K. Jacobs General Contracting, Inc.	1	$828,857.00	$999,950.00	$1,828,807.00
M&E Contracting, Inc.[1,2]	2	$821,190.66	$1,108,918.76	$1,930,109.42
Engineer's Estimate		*$914,440.00*	*$1,116,700.00*	*$2,031,140.00*

Notes:
1. In the submitted bid proposal for Assembly Court, the total base bid was reported to be $820,218.00. However, the total base bid of all pay items was calculated to be $821,190.66. $972.66 lower than calculated.
2. In the submitted bid proposal for Parkton Rd, the total base bid was reported to be $1,017,822.00. However, the total base bid of all pay items was calculated to be $1,108,918.76. $91,096.76 lower than calculated. The proposed amount for Item 19 in the Parkton Rd bid schedule only included prices for 6 exterior lights.

Based on the bid results, Kevin K Jacobs General Contracting, Inc. is the clear low bidder. S+G finds their submittal to be complete. Further, based on our review and awareness of Kevin K. Jacobs General Contracting's qualifications, they are an unlimited license general contractor that we believe is qualified to perform the work and recommend that this project be awarded to Kevin K. Jacobs General Contracting, Inc. of Lumberton, North Carolina.

Docusign Envelope ID: BF09E9A9-989D-445E-BD54-B23EB158AFF4

A certified tabulation of each bid received is **attached**. Please contact us at your earliest convenience if you should have any questions regarding our recommendation or if you need any additional information.

Sincerely,

SMITH GARDNER, INC.

DocuSigned by:
Jesse C. Li
C5ECC95C937E4AC...

NORTH CAROLINA PROFESSIONAL SEAL 054367 ENGINEER JESSE C. LI

Jesse C. Li, P.E.
Project Engineer
jesse@smithgardnerinc.com
6/26/2025

Signed by:
Stacey A. Smith
3369FBA008BB445...

NORTH CAROLINA PROFESSIONAL SEAL 023002 ENGINEER STACEY A. SMITH

Stacey A. Smith, P.E.
Senior Engineer
stacey@smithgardnerinc.com
6/26/2025

Attachments: Certified Bid Tabulation
File H:\Projects\Cumberland County (NC)\CUMBERLAND-22-33 (Assembly Court)\01-1 Bidding\01 Bidding - Rebid - Combined with Parkton\Re-Bid 2\06 Bids\Recommendation\20250626 J Scott (AssemblyCt + Parkton Tab & Rec).docx

Docusign Envelope ID: BF09E9A9-989D-445E-BD54-B23EB158AFF4

BID TABULATION
Assembly Court Solid Waste Convenience Center Construction
June 25, 2025 (2:00 PM)

	BIDDER:	Engineer's Estimate	Kevin K. Jacobs General Contracting	M&E Contracting
	ADDRESS:		279 Lumbee Avenue Lumberton, NC	1032 71st School Road Fayetteville, NC 28314
	NC CONTRACTOR LICENSE NO:		62528	32417

BASE BID:

PAY ITEM NUMBER	ITEM DESCRIPTION	EST. QUANTITY	UNITS	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1.0	Site Preparation	2.3	AC	$30,000.00	$69,000.00	$30,740.00	$70,702.00	$32,506.09	$74,764.01
2.0	Excavation	500	CY	$15.00	$7,500.00	$5.80	$2,900.00	$12.33	$6,165.00
3.0	Embankment	1,600	CY	$20.00	$32,000.00	$5.80	$9,280.00	$7.90	$12,640.00
4.0	Over-Excavation & Backfill	100	CY	$12.00	$1,200.00	$5.80	$580.00	$38.09	$3,809.00
5.0	Aggregate Surfacing	5,300	SY	$25.00	$132,500.00	$22.20	$117,660.00	$22.99	$121,847.00
6.0	Asphalt Paving	1,500	SY	$20.00	$30,000.00	$19.35	$29,025.00	$21.66	$32,490.00
7.0	Concrete Paving	200	SY	$50.00	$10,000.00	$118.75	$23,750.00	$136.60	$27,320.00
8.0	Drainage Channel: DC-1	245	LF	$12.00	$2,940.00	$21.20	$5,194.00	$34.55	$8,464.75
9.0	Drainage Channel: DC-2	200	LF	$12.00	$2,400.00	$21.20	$4,240.00	$37.51	$7,502.00
10.0	Drainage Channel: DC-3	250	LF	$12.00	$3,000.00	$21.20	$5,300.00	$34.28	$8,570.00
11.0	Infiltration Trench	1	LS	LS	$15,000.00	LS	$7,400.00	LS	$10,687.00
12.0	Silt Fence	1,700	LF	$5.00	$8,500.00	$3.10	$5,270.00	$5.02	$8,534.00
13.0	Stone Filter Fence	2	EA	$500.00	$1,000.00	$214.00	$428.00	$1,826.50	$3,653.00
14.0	Rip Rap Aprons	1	EA	$3,000.00	$3,000.00	$827.00	$827.00	$4,055.00	$4,055.00
15.0	15" Diam. RCP (Class III) (Culvert C-1)	45	LF	$100.00	$4,500.00	$155.00	$6,975.00	$227.93	$10,256.85
16.0	Water Line Tap, Installation, & Connection (Pending NCDOT & Fayetteville PWC Approval)	430	LF	LS	$30,000.00	LS	$14,310.00	LS	$17,666.00
17.0	Sewer Line Tap, Installation, & Connection (PVC Pipe & DIP) (Pending NCDOT & Fayetteville PWC Approval)	430	LF	LS	$35,000.00	LS	$38,470.00	LS	$42,054.00
18.0	Revegetation	1	AC	$5,000.00	$5,000.00	$1,590.00	$1,590.00	$4,826.00	$4,826.00
19.0	Vegetative Buffer	575	LF	$20.00	$11,500.00	$51.20	$29,440.00	$57.27	$32,930.25
20.0	Chain Link Fence	1,360	LF	$40.00	$54,400.00	$24.35	$33,116.00	$26.73	$36,352.80
21.0	Attendant Building Construction	1	LS	LS	$275,000.00	LS	$290,000.00	LS	$179,771.00
22.0	Exterior Light Fixtures	4	EA	$1,500.00	$6,000.00	$1,100.00	$4,400.00	$4,847.00	$19,388.00
23.0	Electrical (Outdoor)	1	LS	LS	$100,000.00	LS	$3,500.00	LS	$39,777.00
24.0	Permit Fees & Coordination	1	LS	LS	$10,000.00	LS	$65,500.00	LS	$26,497.00
25.0	Surveying Control	1	LS	LS	$10,000.00	LS	$12,000.00	LS	$24,678.00
26.0	Bonds, Mobilization & Insurance	1	LS	LS	$30,000.00	LS	$30,000.00	LS	$25,653.00
27.0	Generator-Capable Electrical Installation	1	LS	LS	$25,000.00	LS	$17,000.00	LS	$30,840.00
	TOTAL BASE BID PRICE:				**$914,440.00**		**$828,857.00**		**$821,190.66**
	Notes					No inconsistencies noted.		Written total was $972.66 lower than calculated.	

CERTIFICATION: This is certified to be an accurate tabulation of bids received for
SMITH GARDNER, INC.

DocuSigned by:
Jesse C. Li
C5ECC85C937E4AC...
Jesse C. Li, P.E.
Project Engineer

NORTH CAROLINA PROFESSIONAL SEAL 054367 ENGINEER JESSE C. LI

6/26/2025

Docusign Envelope ID: BF09E9A9-989D-445E-BD54-B23EB158AFF4

BID TABULATION
Parkton Road Solid Waste Convenience Center Construction
June 25, 2025 (2:00 PM)

	BIDDER:	Engineer's Estimate	Kevin K. Jacobs General Contracting	M&E Contracting
	ADDRESS:		279 Lumbee Avenue Lumberton, NC	1032 71st School Road Fayetteville, NC 28314
	NC CONTRACTOR LICENSE NO:		62528	32417

BASE BID:

PAY ITEM NUMBER	ITEM DESCRIPTION	EST. QUANTITY	UNITS	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1.0	Site Preparation	2.6	AC	$30,000.00	$78,000.00	$37,100.00	$96,460.00	$38,878.08	$101,083.01
2.0	Excavation	4,300	CY	$15.00	$64,500.00	$5.80	$24,940.00	$6.75	$29,025.00
3.0	Over-Excavation & Backfill	100	CY	$12.00	$1,200.00	$5.80	$580.00	$43.01	$4,301.00
4.0	Aggregate Surfacing	8,100	SY	$25.00	$202,500.00	$24.50	$198,450.00	$25.07	$203,067.00
5.0	Asphalt Paving	410	SY	$20.00	$8,200.00	$55.00	$22,550.00	$64.58	$26,477.80
6.0	Asphalt Paving (Parking Area)	200	SY	$20.00	$4,000.00	$21.80	$4,360.00	$40.55	$8,110.00
7.0	Concrete Paving	400	SY	$50.00	$20,000.00	$138.00	$55,200.00	$148.38	$59,352.00
8.0	Infiltration Basin	1	LS	LS	$45,000.00	LS	$24,380.00	LS	$28,323.00
9.0	Silt Fence	1,700	LF	$5.00	$8,500.00	$3.10	$5,270.00	$5.31	$9,027.00
10.0	Stone Filter Fence	5	EA	$500.00	$2,500.00	$215.00	$1,075.00	$958.60	$4,793.00
11.0	15" Diam. RCP (Class III) (Culverts C-1 & C-2)	80	LF	$100.00	$8,000.00	$66.55	$5,324.00	$114.23	$9,138.40
12.0	Water Line Installation	710	LF	$60.00	$42,600.00	$12.75	$9,052.50	$18.07	$12,829.70
13.0	Septic Sewage Line Installation	30	LF	$80.00	$2,400.00	$19.10	$573.00	$149.43	$4,482.90
14.0	Septic System Installation	1	LS	LS	$50,000.00	LS	$10,000.00	LS	$14,413.00
15.0	Revegetation	1	AC	$5,000.00	$5,000.00	$1,600.00	$1,600.00	$5,318.00	$5,318.00
16.0	Vegetative Buffer	750	LF	$20.00	$15,000.00	$51.60	$38,700.00	$57.01	$42,757.50
17.0	Wood Fence	1,560	LF	$30.00	$46,800.00	$25.75	$40,170.00	$28.15	$43,914.00
18.0	Attendant Building Construction	1	LS	LS	$275,000.00	LS	$290,000.00	LS	$191,857.00
19.0	Exterior Light Fixtures	15	EA	$1,500.00	$22,500.00	$1,100.00	$16,500.00	$10,092.83	$151,392.45
20.0	Electrical (Outdoor)	1	LS	LS	$100,000.00	LS	$7,500.00	LS	$37,506.00
21.0	Permit Fees & Coordination	1	LS	LS	$15,000.00	LS	$78,265.50	LS	$21,903.00
22.0	Surveying Control	1	LS	LS	$15,000.00	LS	$12,000.00	LS	$30,463.00
23.0	Bonds, Mobilization & Insurance	1	LS	LS	$50,000.00	LS	$30,000.00	LS	$28,922.00
24.0	Water Well Installation Contingency	1	LS	LS	$10,000.00	LS	$10,000.00	LS	$10,000.00
25.0	Generator-Capable Electrical Installation	1	LS	LS	$25,000.00	LS	$17,000.00	LS	$30,463.00
	TOTAL BASE BID PRICE:				**$1,116,700.00**		**$999,950.00**		**$1,108,918.76**
	Notes					No inconsistencies noted.		Written total was $91,096.76 lower than calculated. Proposal for Item 19 only included price for 6 lights.	

CERTIFICATION: This is certified to be an accurate tabulation of bids received

SMITH GARDNER, INC.

DocuSigned by:
Jesse C. Li
C5ECC85C937E4AC...

Jesse C. Li, P.E.
Project Engineer

NORTH CAROLINA PROFESSIONAL SEAL 054367 ENGINEER JESSE C. LI

6/26/2025

CUMBERLAND COUNTY
NORTH CAROLINA

SOLID WASTE MANAGEMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF AUGUST 25, 2025

TO: **BOARD OF COUNTY COMMISSIONERS**

FROM: **AMANDA LEE, PE, GENERAL MANAGER FOR NATURAL RESOURCES**

DATE: **8/13/2025**

SUBJECT: APPROVAL OF EMERGENCY SHELTER PROJECT

BACKGROUND

Installation of emergency generators is slated for four schools to be used as recovery shelters. The generators and automatic transfer switches were procured separately from the construction contract.

In the process of coordinating with the schools, it was discovered that automatic transfer switches were designed based on average loads instead of service size. The schools requested the following revisions:

1. Mac Williams Middle School
    - Ordered as 1000A. Pine Forest High School (1600A) to be reassigned to this location.
    - Need this ATS to be changed to 3000A SE Rated to be reassigned to Pine Forest High School.
    - Increase is $12,900

2. WT Brown Elementary School - ASCO SO: 3318846
    - Ordered as 1000A.
    - Need to change this to a 2000A SE Rated ATS.
    - Increase is $20,000

3. Southview High School - ASCO SO: 3318600
    - Ordered as 1000A.
    - Need to change this to a 3000A SE Rated ATS.
    - Increase of $43,600

4. Pine Forest HS - ASCO SO: 3318845
    - Ordered as 1600A and currently at GP Garner. This 1600A ATS will be used at Mac Williams Middle School.

- New 3000 SE Rated ATS order from Mac Williams above will be used at this site.
- Increase is $30,700

Funds for this project are available in line 1014504-577070-ARPRS.

This item was recommended to proceed to the Infrastructure Committee by the Finance Committee at their August 12, 2025, meeting. At their August 12, 2025, meeting, the Infrastructure Committee approved adding this as an item of Consent to the agenda of the August 25, 2025, Board of Commissioners' regular meeting.

RECOMMENDATION / PROPOSED ACTION

Approve the purchase order increases as presented within the memo with funds available in the line 1014504-577070-ARPRS.

SOLID WASTE MANAGEMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF AUGUST 25, 2025

TO: **BOARD OF COUNTY COMMISSIONERS**

FROM: **AMANDA LEE, PE, GENERAL MANAGER FOR NATURAL RESOURCES**

DATE: **8/13/2025**

SUBJECT: APPROVAL OF PROPOSAL AWARD FOR ON-CALL UTILITY SERVICES

BACKGROUND

On May 20, 2025, the Cumberland County Solid Waste and Public Utilities Department invited qualified firms that can provide On-Call Utility Services to submit Requests for Proposals (RFP).

The County is seeking to enter multiple stand-by contracts with qualified firms to provide the services contained within the On-Call Utility Services RFP at no immediate or annual cost to the County. Most services will be for scheduled repairs and maintenance associated with Public Utilities (water and sewer) and Landfill related utilities.

The firms had until July 1, 2025, to submit their Requests for Proposals (RFP). Four firms responded: ES&J Enterprises Inc., Charles R. Underwood, Inc., Dogwood Industrial Service Company, and RLT & Associates. Staff have reviewed the submittals and recommends awarding a contract to each firm, as each proposal aligns with the firm's respective area of expertise and collectively covers the full scope of services outlined in addition to firms providing proposals for water and pipeline repairs and landfill HDPE pipeline repairs, pipeline and grading, we also asked for firms specializing in electrical, mechanical, and plumbing services.

Dogwood Industrial Service Company has expertise in HDPE fusion pipe welding, landfill-related electrical, mechanical and plumbing.

ES&J Enterprises Inc. has expertise in landfill-related utilities, grading and restoration, including pavement and stormwater.

Charles R. Underwood, Inc. has expertise in public utility related electrical, mechanical and plumbing.

RLT & Associates has expertise in public utility related water and sewer line work, grading and restoration, including stormwater and pavement restoration.

Emergency service on-call contracts for each firm will include a not-to-exceed amount of $30,000 per fiscal year for the duration of the contract term. Project funding for the On-Call Utility Services contracts is available within the Solid Waste Contracted Services Fund and Public Utilities Water and Sewer Districts Funds.

Work for scheduled repairs will be negotiated on an individual basis and handled according to the Cumberland County Purchasing Policy.

The Finance Committee recommended this item to the Infrastructure Committee at the August 12, 2025, Finance Committee meeting. At the August 12, 2025, Infrastructure Committee meeting, the Committee approved this as an item of Consent for August 25, 2025, Board of Commissioners' regular meeting agenda.

RECOMMENDATION / PROPOSED ACTION

The Public Utilities Division, General Manager for Natural Resources, and County Management recommends the following:
1). Acceptance of proposals from all four On-Call Utility Services with Dogwood Industrial Service Company, ES&J Enterprises Inc., Charles R. Underwood, Inc. and RLT & Associates
2). Permitting the General Manager for Natural Resources to proceed as the signature authority with Service Contracts with each firm, upon approvals for legal sufficiency and financial pre-audit as is according to the Cumberland County Purchasing Policy.

ATTACHMENTS:

Description	Type
RFP On-Call Utility Services	Backup Material
RFP On-Call Utility Services - Addendum I	Backup Material
RLT & Associates Bid Response	Backup Material
ES & J Bid Response	Backup Material
Dogwood Industrial Service Company Bid Response	Backup Material
Charles R. Underwood, Inc. Bid Response	Backup Material

Solid Waste and Public Utilities Department

On – Call Utility Services

Date of Issue: Tuesday, May 20, 2025

Questions Due Date: Friday, June 20, 2025 – 5:00 PM

Proposal Due Date: Tuesday, July 1, 2025 – 2:00 PM

Direct all inquiries concerning this RFP to:

Amy Hall

Public Utilities Project Manager

Email: ahall@cumberlandcountync.gov

Phone: 910-678-7637

Proposals shall be submitted in accordance with the terms and conditions of this RFP and any addenda issued hereto

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1. PURPOSE AND BACKGROUND

The County of Cumberland requests proposals from qualified firms to provide On-Call Utility Services at no immediate or annual cost to the County.

The County intends to enter into two (2) stand-by contracts with a firm to provide the services contained within this RFP. Most services will be for scheduled repairs. One contract will be with a "Primary" contractor and the other with a "Secondary" contractor. The "Primary" contractor will be on a first contact basis for emergencies that may require utilities services. The "Secondary" contractor will serve as a backup to the Primary for any emergency that may be of a scale larger than one company would be capable and equipped to handle. The County will reserve the right to decide when and if the "Secondary" contract will be activated. Contractors will be provided a mobilization upcharge for emergency callouts.

While cost may be one of a number of considerations used in selecting a firm, the qualifications and competence of the firm will be the paramount consideration in the selection process.

Cumberland County's Solid Waste consists of the Ann Street Landfill Campus and the Wilkes Road Compost Facility. The Ann Street Landfill Campus has its own leachate collection system consisting of 8" gravity sewer and two duplex pump stations. There are also private water mains on the property. The leachate and gas system consist of HDPE pipe.

Cumberland County Public Utilities consists of four water and sewer districts:

- NORCRESS, which consists of sanitary sewer, 8" to 15", and four existing pump stations and force mains. It serves the Godwin, Falcon, and Wade area.
- Southpoint, a water distribution system in southern Cumberland County with appropriately 84 customers.
- Kelly Hills, a sewer distribution system in the Linden area with approximately 200 customers.
- Overhills, a sewer distribution in the Spring Lake area with approximately 317 customers.

2. PROPOSAL INSTRUCTIONS & REQUIREMENTS

2.1 REQUEST FOR PROPOSAL DOCUMENT

The RFP is comprised of the base RFP document, any attachments, and any addenda released before contract award. All attachments and addenda released for this RFP in advance of any contract award are incorporated herein by reference. By submitting a proposal, the vendor agrees to meet all stated requirements in this section as well as any other specifications, requirements and terms and conditions stated in this RFP. If a vendor is unclear about a requirement or specification or believes a change to a requirement would allow for the County to receive a better proposal, the vendor is urged and cautioned to submit these items in the form of a question during the question and answer period in accordance with Section 2.3.

Vendors shall populate all attachments of this RFP that require the vendor to provide information and include an authorized signature where requested. Failure to include required documents and/or signatures, where requested, will result in rejection of submitted proposals.

2.2 PROPOSAL SUBMITTAL

Proposals, subject to the conditions made a part hereof and the receipt requirements described below, shall be received at the address indicated in the table below.

Mailing address for delivery of proposal via US Postal Service	**Office address of delivery by any other method (special delivery, overnight, or any other carrier)**
PROPOSAL TITLE: On – Call Utility Services *Cumberland County Public Utilities Department* *Attn: Amy Hall* *698 Ann Street* *Fayetteville, NC 28301*	*PROPOSAL TITLE: On – Call Utility Services* *Cumberland County Public Utilities Department* *Attn: Amy Hall* *698 Ann Street* *Fayetteville, NC 28301*

IMPORTANT NOTE: All proposals shall be physically delivered to the office address listed above ***on or before 2:00 PM EST, per clock in the Solid Waste Administration Office*, *Tuesday, July 1, 2025***, regardless of the method of delivery. All risk of late arrival due to unanticipated delay—whether delivered by email, hand, U.S. Postal Service, courier or other delivery service is entirely on the vendor. It is the sole responsibility of the vendor to have the proposal to the County department specified by the specified time and date of opening. Any proposal received after the proposal submission deadline will be rejected.

2.3 PROPOSAL QUESTIONS

Written questions shall be emailed to **ahall@cumberlandcountync.gov by Friday, June 20, 2025, by 5:00 pm**. Vendors should enter "**RFP On-Call Utility Services: Questions**" as the subject for the email. Questions will not be answered by phone. Question submittals should include a reference to the applicable RFP section.

Questions received prior to the submission deadline date, the County's response, and any additional terms deemed necessary by the County will be posted in the form of an addendum to the Cumberland County Vendor Self Service Site, **https://ccmunis.co.cumberland.nc.us/vss/Vendors/default.aspx** and shall become an Addendum to this RFP. **Vendors who submit an intent to bid will receive addendums by email**. Vendors shall rely *only* on written material contained in an Addendum to this RFP. **Vendors should not contact any other County employees, besides those listed above, during the bid process. Vendors who contact any other County employees may be disqualified.**

Any questions considered minute in nature or that point to an error in the RFP or that the County determines will produce information required in order for all vendors to submit a responsible proposal, may be answered at the County's discretion after the specified date and time. Such questions that are received after the deadline are not guaranteed to be answered and if the questions qualify as "minute in nature" shall be determined at the sole discretion of the County.

2.4 RFP TERMS & CONDITIONS

It shall be the vendor's responsibility to read the instructions, the County's terms and conditions, all relevant exhibits and attachments, and any other components made a part of this RFP, and comply with all requirements and specifications herein. Vendors also are responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this RFP.

Questions, issues, or exceptions regarding any term, condition, or other component within this RFP, must be submitted as questions in accordance with the instructions in Section 2.3 PROPOSAL QUESTIONS. Vendor's proposal shall constitute a firm offer.

If a vendor desires modification of the terms and conditions of this solicitation, it is urged and cautioned to inquire during the question period, in accordance with the instructions in this RFP, about whether specific language proposed as a modification is acceptable to or will be considered by the County. It is the County's sole discretion to accept or reject requested modifications and/or exceptions.

3. NOTICES TO VENDOR

3.1 PROHIBITED COMMUNICATIONS AND CONFIDENTIALITY

PROHIBITED COMMUNICATION: Each vendor submitting a proposal, including its representatives, subcontractors, and suppliers, is prohibited from having any communication with any employees or members of the board of commissioners of the County except those employees of the County's Department as designated in this RFP. A vendor who does not comply with this provision may be disqualified from award of a contract.

!IMPORTANT INFORMATION! CONFIDENTIAL INFORMATION: The proposal must not contain any information marked as "confidential" or as a "trade secret" or in any other manner as to indicate that it is information protected by the Trade Secrets Protection Act (the "Act") as set out in Article 24 of Chapter 66 of the North Carolina General Statutes**, unless the vendor has noticed the County Department of its intent to designate any information in the proposal as such and received permission from the County Department to do so in writing.** Vendor's notice to the County Department must be in writing and must describe the information for which confidentiality is requested and explain how the information is a "trade secret" as defined in G.S. § 66-152(3). If the County Department determines the information for which confidentiality is requested is a "trade secret" covered by the Act, it will notify the vendor how to mark the information in the proposal and will identify the measures that County will take to protect the confidentiality of the information. Vendor's submission of a proposal after receipt of this notice from the County Department shall be deemed to be acceptance of the County Department's statement of how it will maintain confidentiality. If the County Department determines the information for which confidentiality is requested is not a "trade secret" covered by the Act, it will notify vendor of that determination. Any proposal marked with any information as "confidential" or as a "trade secret" or in any other manner as to indicate that it is information protected by the Act in violation of this section shall be regarded as not responsive to the request for proposals and shall not be considered.

3.2 PROPOSAL COMPLIANCE

It is in the best interest of vendors to submit proposals that are clear, concise, and easily understood. Proposals should provide information essential for a straightforward and concise description of vendor capabilities to satisfy the requirements of the RFP specifications.

Vendor may include any optional data not provided for elsewhere and considered to be pertinent to this bid as an addendum.

Vendors are urged and cautioned to read the RFP completely through as noncompliance with requirements may result in bid rejection. Section 4.0 requirements and request for information must be in the same order with the same titles as listed in Section 4.0. Vendor proposals should be easy to follow, and all sections should be easily identified.

The specifications included in this package describe the services that the County feels are necessary to meet the performance requirements of this RFP, and shall be considered the minimum standards expected of the Proposer. However, the specifications are not intended to exclude potential bidders.

If the vendor is unable to meet any of the specifications as outlined therein, vendors are advised to submit questions and concerns regarding the specifications during the question and answer period described in Section 2.3.

If the vendor does not indicate or submit questions or concerns regarding the specifications, the County shall assume it is able to fully comply with these specifications. The County shall be the sole and final judge of compliance with all specifications.

The County further reserves the right to determine the acceptability or unacceptability of any and all alternatives or deviations.

3.3 PROPOSAL EVALUATION PROCESS

The County shall review all responses to this RFP to confirm that they meet the specifications and requirements of the RFP. The County shall not be required to hold interviews; however, depending on the number of responses and the information contained in the responses, the County may decide to conduct interviews with firms of its choice. The County reserves the right to request clarification of information submitted. Vendors may be required to provide a demonstration upon request.

The County reserves the right to reject any and all proposals.

3.4 EVALUATION CRITERIA

All qualified proposals will be evaluated and award made based on considering the following criteria to result in an award most advantageous to the County:

1.	Qualifications and Relative Experience of Firm	30 points
2.	Qualifications and Experience of Staff	20 points
3.	Respondents Technical Approach	20 points
4.	Respondents Internal Training	10 points
5.	Cost Proposal	20 points
		100 points

3.5 METHOD OF AWARD

The County reserves the right to make separate awards to different vendors for one or more-line items, to not award one or more-line items or to cancel this RFP in its entirety without awarding a contract, if it is considered to be most advantageous to the County to do so.

The County reserves the right to reject all original offers and request one or more of the vendors submitting bids within a competitive range to submit a best and final offer (BAFO), based on discussions and negotiations with the County, if the initial responses to the RFP have been evaluated and determined to be unsatisfactory.

4. SCOPE OF WORK & VENDOR'S PROPOSAL CONTENT REQUIREMENTS

4.1 SCOPE OF WORK

A. ON – CALL UTILITY SERVICES

The selected firm will be expected to provide on-call utility services for water and sewer. Most repairs will be for scheduled maintenance. Specific services may include:

1. Point repair and replacement of water and sewer lines, including site restoration and pavement repair.
2. Video and cleaning of sewer lines.
3. Pump station maintenance and repair.
4. Bypass pumping of sewer and pump and haul services as needed.
5. Repair and replacement of valves and tap installation.

The Counties normal work hours are Monday – Friday 6:00AM–5:00PM and Saturday 8:00AM–12:00PM.

B. EQUIPMENT

All equipment must comply with all applicable Federal, State, and local rules and regulations.

C. TRAFFIC CONTROL

The Vendor shall provide, erect and maintain all necessary barricades, suitable and sufficient lights, danger signals, signs and other traffic control devices at all Vendor work areas.

1. Vendor shall provide qualified flagmen where necessary to direct the traffic and shall take all necessary precautions for the protection of the work, and the safety of the public.
2. Highways, streets or parts of the work closed to through traffic shall be protected by effective barricades, and obstructions shall be illuminated during the hours from sunset to sunrise. Suitable warning signs shall be provided to properly control and direct traffic.
3. All barricades, warning signs, lights, temporary signals, other protective devices, flagmen and signaling devices shall conform to the minimum requirements as set out in the Manual on Uniform Traffic Control Devices for Streets and Highways, Part VI, prepared by the National Joint Committee on Uniform Traffic Control Devices and current at the time proposals are received.

D. EXISTING UTILITIES

It shall be Vendor's responsibility to coordinate directly with the utility owners to arrange for temporary stabilization and shoring that may be required without damage to the existing utility lines. Vendor shall pay all costs to the utility company for any damage to the utility company property caused by the Vendor.

1. Vendor shall make the necessary repairs or pay all costs incurred to repair damaged utilities, as determined by the affected utility company. Repairs to all County-owned water and sewer facilities shall be made by the Vendor.

E. ENVIRONMENTAL PROTECTION

1. The Vendor shall comply with all federal, state and local Laws, Rules, Regulations and Ordinances regarding environmental protection.

F. DOCUMENTATION AND MEASUREMENT

Prior to beginning any work, the County, or its representative, shall clearly document and approve mobilized equipment and personnel.

1. Vendor is responsible for ensuring that all subcontractors maintain a valid driver’s licenses and equipment legally fit for travel on the road.
2. The Vendor shall designate one project manager. The representative shall provide a telephone number to the County with which he or she can be reached 24 hours per day.
3. Firm shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion of the contract resulting from this RFP. The County shall have access to all records, documents and information collected and/or maintained by others in the course of the administration of the contract.

4.2 VENDOR’S PROPOSAL REQUIREMENTS

The vendor’s proposal must include the required information below. Proposals shall be tabbed, using the titles identified in this section, to identify the required information. Tabs must be in the same order as listed below. Failure to submit this information may render its proposal non-responsive. **Vendors are urged and cautioned to read the notices in Section 3.1. Noncompliance with the confidentiality requirements will result in a proposal being considered nonresponsive.**

A. INTRODUCTION: COMPANY INFORMATION AND EXECUTIVE SUMMARY

Each respondent shall provide the following company information:

1. Firm's name and business address, including telephone and fax number, email address, website address.
2. The legal nature of the entity (individual, partnership, corporation, etc.) and list the names of all officers, partners, principals, etc.
3. Year established. Include former firm name(s) and year(s) established, if applicable.
4. The name, title, address and telephone number of the firm's authorized negotiator for this project. The person identified must be authorized to make binding commitments for the firm and its subcontractors.
5. Information concerning any current violations which may cause conflict with or affect the ability of the proposer to provide scope of services, or any litigation to which responding firm is a party within last three years concerning or relating to it providing similar scope of services.

B. QUALIFICATIONS OF THE FIRM

1. Provide a description and history of the firm focusing on on-call utility experience.
2. Recent utility repair experience including water and sewer of various materials and sizes.
3. Provide at least three (3) references for which the firm has performed services that are similar to the requirements in the Scope of Services. Provide the reference contact name, address, e-mail address, telephone numbers and date of the contract, and amount of contract.
4. Detailed listing of all Contractor's equipment and resources, including but not limited to pump and haul operations, HDPE fusion, bypass pumping, camera and inspection, and pressure testing.
5. Provide a list of subcontractors and specify if any meet MBE/HUB standards. Additionally, specify the percentage of subcontracted work.
6. Provide a list of existing contracts and a brief description of scope for the contract.

C. QUALIFICATIONS OF STAFF

This section should include key project. The staff included shall be full-time employees of the proposing firm.

1. Provide an organizational chart and summary of staff qualifications. This section should include:
   - Current capacity and current expertise in on-call utilities.
   - Documented knowledge and experience of Federal, State and Local emergency agencies, state and federal programs, funding sources and reimbursement processes.
2. Provide a list of all professional certifications of staff including OSHA training.

D. TECHNICAL APPROACH

The section should be concise and should present only information that is relevant to this project. Include, at a minimum:

1. A detailed description of the proposing firm's technical approach for scheduled maintenance and repair.
2. Describe in detail the mobilization plan that will be utilized for after-hours emergencies.

E. COST PROPOSAL

Cost must be submitted using ***Attachment C***. Cost shall be all inclusive.

F. REFERENCES

Vendors shall provide at least three (3) references for which your company has provided services of similar size and scope to that proposed herein.

COMPANY NAME	CONTACT NAME	TELEPHONE NUMBER	EMAIL ADDRESS

5. CONTRACT TERMS AND CONDITIONS

5.1 IRAN DIVESTMENT ACT

As provided in N.C.G.S. 147-86.55-69, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the North Carolina State Treasurer pursuant to G.S. 147-86.57(6) c, is ineligible to contract with the County of North Carolina or any political subdivision of the COUNTY.

5.2 E-VERIFY

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

5.3 DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL

The CONTRACTOR certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81. It is the responsibility of each CONTRACTOR to monitor compliance with this restriction. Contracts valued at less than $1,000.00 are exempt from this restriction.

5.4 CONTRACT CHANGES

Contract changes, if any, over the life of the contract shall be implemented by contract amendments agreed to in writing by the COUNTY and CONTRACTOR. The COUNTY of Cumberland shall not be liable to CONTRACTOR for any expenses paid or incurred by CONTRACTOR, unless otherwise agreed in writing.

5.5 CONTRACT TERM

The COUNTY intends to enter into a three (3) year contract, beginning on the date of contract award (the "Effective Date"), with the option to extend the contract for one (1) additional two (2) year term upon mutual agreement of both parties.

5.6 RECORDS

The CONTRACTOR awarded this contract shall maintain adequate records to document and justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion of the contract resulting from this RFP. The COUNTY shall have access to all records, documents and information collected and/or maintained by others in the course of the administration of this contract. This information shall be made accessible at the CONTRACTOR's place of business to the COUNTY, including the Comptroller's Office and/or its designees, for purposes of inspection, reproduction and audit without limitation or restriction.

5.7 RESPONSE TIMELINE

The General Manager for Natural Resources or his/her designee will notify the CONTRACTOR to place them on alert status to be prepared to move into the Cumberland County area within 2 hours after receipt of an emergency repair. For scheduled maintenance and repair, the County and Contractor shall negotiate the appropriate response.

5.8 WRITTEN NOTICE TO PROCEED

The COUNTY shall issue a written notice to proceed for work via email pursuant to this contract. *The notice shall be sent via facsimile or email and followed by regular mail*. Under no circumstances shall the COUNTY be liable for any work performed unless the written notice to proceed has been sent and received by the CONTRACTOR. CONTRACTOR must acknowledge receipt of the written notice to proceed prior to proceeding.

5.9 APPROPRIATION OF FUNDS

The parties intend that contractual performances by either party beyond the first fiscal year after the execution of this agreement be contingent upon the continued funding and appropriation by the COUNTY Board of Commissioners. Therefore, the parties agree that services provided and payment due under this agreement will be provided upon a year-to- year basis contingent upon continued funding and appropriation. The fiscal year for Cumberland County begins on July 1 and ends June 30th.

5.10 PRICING

Proposal price shall constitute the total cost for complete performance in accordance with the requirements and specifications herein, including all applicable charges handling, administrative and other similar fees. CONTRACTOR shall not invoice for any amounts not specifically allowed for in this RFP.

Cost shall be all inclusive.

5.11 INVOICES

a) Invoices must be submitted to the following address:

Cumberland County Solid Waste & Public Utilities Department

Attn: Amanda Cummings

698 Ann Street

Fayetteville, NC 28301

b) Any applicable taxes shall be invoiced as a separate item.

5.12 PAYMENT TERMS

The CONTRACTOR will be paid net thirty (30) calendar days after the CONTRACTOR'S invoice is approved by the COUNTY.

5.13 PAYMENT SCHEDULE

The COUNTY, or its authorized agent, will monitor, verify, and document the completion of all work. The CONTRACTOR will be provided with copies of this documentation. These documents will be used by the CONTRACTOR as back-up for invoice submittals. No approvals will be made for work not ticketed or not authorized by the COUNTY.

Invoices must be submitted to the COUNTY with a hard copy of the invoice and an electronic copy of the invoice detail. The invoice detail must consist of a tabular report listing of all information. Invoice detail submittals will be checked against COUNTY records. COUNTY records are the basis of all payment approvals.
No separate payment will be made for mobilization and demobilization operations unless for emergency repair upcharge. These costs are to be included in the respective unit prices bid for scheduled maintenance and repair and will not be adjusted.
Payment for disposal cost incurred by the CONTRACTOR at permitted disposal facilities will be made at the cost incurred by the CONTRACTOR. CONTRACTOR must submit a copy of the invoice received by the disposal facility,

an electronic copy tabulating all scale or load tickets issued by the disposal facility, and proof of CONTRACTOR payment to the disposal facility.

Contractor must submit final invoice within thirty (30) days of completion of scope of work.

5.14 FINANCIAL STABILITY

CONTRACTOR warrants that it has the financial capacity to perform and to continue perform its obligations under the contract; that CONTRACTOR has no constructive or actual knowledge of an actual or potential legal proceeding being brought against CONTRACTOR that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

5.15 APPLICABLE FEMA CLAUSES

Whether specified explicitly or not, this contract shall incorporate herein all applicable clauses established in 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses, attached and incorporated herein as ***Attachment G***. **To ensure compliance with all federal contract requirements, additional contract terms and conditions may be added to the final executed contract by the County**. If any applicable federal terms are modified during the contract period, such requirements shall be incorporated herein.

5.16 LICENSE, PERMITS AND CERTIFICATIONS

All licenses, permits, and certificates required for and in connection with any and all parts of the work to be performed under the provisions of the Contract Documents shall be secured by the CONTRACTOR entirely at its own expense.

5.17 COMPLIANCE WITH LAWS

CONTRACTOR shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and its performance in accordance with this contract, including those of federal, state, and local agencies having jurisdiction and/or authority.

5.18 SAFETY

CONTRACTOR shall be solely responsible for maintaining safe working conditions and practices at all work sites. CONTRACTOR shall take all reasonable steps to ensure safety for both workers and visitors to the site(s) to include traffic control. CONTRACTOR will also be solely responsible to ensure that all OSHA requirements are met and a safety officer assigned to the project for the duration of this contract.

5.19 WORK SCHEDULE

Monday through Saturday, the Contract hours shall be 6:00 AM through 5:00 PM. Work that occurs during these hours are considered scheduled maintenance. Work authorized outside of these hours is considered emergency work and subject to a mobilization fee. No work outside these hours shall be allowed unless approved in advance by the COUNTY. This is subject to change upon agreement by the COUNTY.

5.20 INSURANCE:

Providing and maintaining adequate insurance coverage is a material obligation of the CONTRACTOR and is of the essence of this Contract. All such insurance shall meet all laws of the County of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The CONTRACTOR shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Contract. The limits of coverage under each insurance policy maintained by the CONTRACTOR shall not be interpreted as limiting the CONTRACTOR'S liability and obligations under the Contract. During the term of the Contract, the CONTRACTOR at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract.

5.21 GENERAL INDEMNITY

The CONTRACTOR shall hold and save the COUNTY, its officers, agents, and employees, harmless from liability of any

kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the CONTRACTOR in the performance of this Contract and that are attributable to the negligence or intentionally tortious acts of the CONTRACTOR provided that the CONTRACTOR is notified in writing within 30 days that the COUNTY has knowledge of such claims. The CONTRACTOR represents and warrants that it shall make no claim of any kind or nature against the COUNTY's agents who are involved in the delivery or processing of CONTRACTOR goods or services to the COUNTY. The representation and warranty in the preceding sentence shall survive the termination or expiration of this Contract.

During the term of the Contract, the CONTRACTOR at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract.

5.22 NON-WAIVER OF RIGHTS

The COUNTY'S failure to insist upon the strict performance of any provision of this contract or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any rights under this contract

5.23 ENTIRE CONTRACT

The contract formally entered into by the parties after the vendor is selected constitutes the entire understanding of the parties. In the event of a conflict between the COUNTY'S contract terms and the CONTRACTOR'S contract terms, the COUNTY'S terms shall be the overriding determining factor.

5.24 OTHER LAWS AND REGULATIONS

CONTRACTOR will comply with any and all applicable federal, state, and local standards, regulation, laws, statutes and ordinances regarding toxic, hazardous and solids wastes and any other pollutants: public and private nuisances: health or safety: and zoning, subdivision or other land use controls. CONTRACTOR will take all reasonably necessary, proper or required safety, preventative and remedial measures in accordance with any and all relations and directives from the North Carolina Department of Human Resources, the United States Environmental Protection Agency, Occupational Safety and Health Administration (OSHA), the North Carolina Department of Environment and Natural Resources, Health Departments, and any other federal, state or local agency having jurisdiction, to insure the prompt prevention or cessation (now or in the future) of violations of either the applicable provisions of such standards, regulations, laws, statutes, and ordinances or any permits or conditions issued thereunder. CONTRACTOR will indemnify and hold harmless the COUNTY for CONTRACTOR's failure or neglect to comply with its obligations under this section.

5.25 ASSIGNMENT AND SUBCONTRACTING

The CONTRACTOR shall not assign or subcontract the work, or any part thereof, without the previous consent of Cumberland County, nor shall it assign, by power of attorney, operation of law, or otherwise, any moneys payable under the Contract without prior written consent of the COUNTY. CONTRACTOR has no authority to enter into contracts on behalf of COUNTY.

If the CONTRACTOR proposes to subcontract work in this Project, the subcontractor and the activity in this project are to be identified in the proposal. CONTRACTOR shall perform at least 50% of work. All subcontractors must be approved by the COUNTY and must conform to and comply with the same terms, standards and specifications applicable to the contracting firm.

The CONTRACTOR shall be fully responsible and accountable to the COUNTY for the acts and omissions of its subcontractors, and of persons directly or indirectly employed by him.

5.26 CONTRACT CANCELLATION

Termination of this contract shall be in accordance with the *Termination Clause* contained in *Attachment G*.

5.27 INDEPENDENT CONTRACTOR

The relationship of the CONTRACTOR to the COUNTY shall be that of an independent CONTRACTOR.

5.28 LAWS AND ORDINANCES

The contract will be governed by North Carolina law.

5.29 COMPLIANCE WITH LAWS

CONTRACTOR shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and its performance in accordance with this contract, including those of federal, state, and local agencies having jurisdiction and/or authority.

5.30 PUBLIC OR PRIVATE PROPERTY DAMAGE

CONTRACTOR shall be responsible for all damage, injury, or loss to any property.

CONTRACTOR shall restore all disturbed areas to their original condition, including re-grading, use of rye grass and permanent grass, and any other means determined to be necessary.

CONTRACTOR failure to restore damage to public or private property to the satisfaction of the COUNTY will result in the COUNTY withholding retainage money in an amount sufficient to make necessary repairs.

5.31 DISPUTE RESOLUTION

CONTRACTOR and COUNTY shall attempt to resolve conflicts or disputes under this Agreement in a fair and reasonable manner. If an informal resolution cannot be achieved to attempt to mediate the conflict between the CONTRACTOR and the COUNTY, all litigation shall be commenced in the appropriate division of the General Court of Justice in Cumberland County, North Carolina.

5.32 OTHER MUNICIPALITIES

The County may provide assistance through this contract to municipalities located within the County of Cumberland.

5.33 RETAINAGE

Retainage shall be held in accordance with North Carolina General Statute 143-143.1. All records required for FEMA reimbursement shall be attached to any partial pay request. Payment will not be processed without this documentation.

5.34 PENALTIES

CONTRACTOR is subject to a decrease of mileage fee by 50% if sites are missed on the first pass through.

5.35 CONTRACTOR REPRESENTATIONS

CONTRACTOR warrants that qualified personnel shall provide services under this Contract in a professional manner. "Professional manner" means that the personnel performing the services will possess the skill and competence consistent with the prevailing business standards in the industry. CONTRACTOR agrees that it will not enter any agreement with a third party that may abridge any rights of the COUNTY under this Contract.

If any services, deliverables, functions, or responsibilities not specifically described in this Contract are required for CONTRACTOR'S proper performance, provision and delivery of the service and deliverables under this Contract, or are an inherent part of or necessary sub-task included within such service, they will be deemed to be implied by and included within the scope of the contract to the same extent and in the same manner as if specifically described in the contract. Unless otherwise expressly provided herein, CONTRACTOR will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the CONTRACTOR to provide and deliver the Services and Deliverables.

CONTRACTOR certifies that it has not previously or currently:

a. Had any criminal felony conviction, or conviction of any crime involving moral turpitude, including, but not limited to fraud, misappropriation or deception, of CONTRACTOR, its officers or directors, or any of its employees or other personnel to provide services on this project, of which CONTRACTOR has knowledge.

b. Had any regulatory sanctions levied against CONTRACTOR or any of its officers, directors or its professional employees expected to provide services on this project by any governmental regulatory agencies within the past three years. As used herein, the term "regulatory sanctions" includes the revocation or suspension of any license or certification, the levying of any monetary penalties or fines, and the issuance of any written warnings.

c. Had any civil judgments against CONTRACTOR during the three (3) years preceding submission of its proposal herein.

Any personnel or agent of the CONTRACTOR performing services under any contract arising from this RFP may be required to undergo a background check at the expense of the CONTRACTOR, if so requested by the COUNTY.

The COUNTY may, in its sole discretion, terminate the services of any person providing services under this Contract. Upon such termination, the COUNTY may request acceptable substitute personnel or terminate the contract services provided by such personnel.

Attachments to this RFP begin on the next page.

ATTACHMENT A: INSTRUCTIONS TO VENDORS

1. **READ, REVIEW AND COMPLY:** It shall be the vendor's responsibility to read this entire document, review all enclosures and attachments, and any addenda thereto, and comply with all requirements specified herein, regardless of whether appearing in these Instructions to vendors or elsewhere in this RFP document.

2. **LATE PROPOSALS**: Late proposals, regardless of cause, will not be opened or considered, and will automatically be disqualified from further consideration. It shall be the vendor's sole responsibility to ensure delivery at the designated office by the designated time.

3. **ACCEPTANCE AND REJECTION:** The County reserves the right to reject any and all proposals, to waive minor informality in proposals and to reject proposal with non-minor informalities, based on the sole discretion of the County.

4. **EXECUTION:** Failure to sign EXECUTION PAGE in the indicated space will render proposal non-responsive, and it shall be rejected.

5. **GIFTS:** Gifts and favors to the County of any kind in any amount are prohibited.

6. **SUSTAINABILITY**: To support the sustainability efforts of the County of Cumberland we solicit your cooperation in this effort. All copies of the proposal are printed double-sided.

7. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143-48 and Executive Order #150 (1999), the County invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.

8. **INFORMAL COMMENTS:** The County shall not be bound by informal explanations, instructions or information given at any time by anyone on behalf of the County during the competitive process or after award. The County is bound only by information provided in this RFP and in formal Addenda issued through the State's IPS and the County's Vendor Self Service website.

9. **COST FOR PROPOSAL PREPARATION:** Any costs incurred by vendor in preparing or submitting offers are the Vendor's sole responsibility; the County of Cumberland will not reimburse any vendor for any costs incurred.

10. **VENDOR'S REPRESENTATIVE:** Each vendor shall submit with its proposal the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm's proposal.

11. **SUBCONTRACTING:** The Contractor shall not assign or subcontract the work, or any part thereof, without the previous consent of Cumberland County, nor shall it assign, by power of attorney, operation of law, or otherwise, any moneys payable under the Contract without prior written consent of the County.

    If the vendor proposes to subcontract work in this project, the subcontractor and the activity in this project are to be identified in the proposal.

    All subcontractors must be approved by the County and must conform to and comply with the same terms, standards and specifications applicable to the contracting firm.

    The vendor shall be fully responsible and accountable to the County for the acts and omissions of its subcontractors, and of persons directly or indirectly employed by him.

12. **INSPECTION AT VENDOR'S SITE:** The County reserves the right to inspect, at a reasonable time, the

equipment/item, plant or other facilities of a prospective vendor prior to Contract award, and during the Contract term as necessary for the County determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the Contract.

13. **AFFIRMATIVE ACTION**: The vendor will take affirmative action in complying with all Federal and County requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability.

14. **VENDOR REGISTRATION**: Vendors are not required to register as a vendor in our system in order to submit a bid; however, registration is recommended so that vendor information is available for future opportunities. New vendors can register by visiting the following URL: https://ccmunis.co.cumberland.nc.us/vss/Vendors/default.aspx .

This Space is Intentionally Left Blank

ATTACHMENT B: EXECUTION OF PROPOSAL

EXECUTION

In compliance with this Request for Proposal (RFP), and subject to all the conditions herein, the undersigned vendor offers and agrees to furnish and deliver any or all items/services upon which prices are proposed. By executing this proposal, the undersigned vendor certifies that this proposal is submitted competitively and without collusion, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible from covered transactions by any Federal or State department or agency. Furthermore, the undersigned vendor certifies that it and its principals are not presently listed on the Department of State Treasurer's Final Divestment List as per N.C.G.S 147-86.55-69.

The potential Contractor certifies and/or understands the following by placing an "X" in all blank spaces:

_____ The County has the right to reject any and all proposals or reject specific proposals with deviated/omitted information, based on the County's discretion if the omitted information is considered a minor deviation or omission. The County will not contact vendors to request required information/documentation that is missing from a proposal packet. Additionally, if the County determines it is in its best interest to do so, the County reserves the right to award to one or more vendors and/or to award only a part of the services specified in the RFP.

_____ This proposal was signed by an authorized representative of the Contractor.

_____ The potential Contractor has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.

_____ All labor costs associated with this project have been determined, including all direct and indirect costs.

_____ The potential Contractor agrees to the conditions as set forth in this RFP with no exceptions.

_____ Selection of a contract represents a preliminary determination as to the qualifications of the vendor. Vendor understands and agrees that no legally binding acceptance offer occurs until the Cumberland County Board of Commissioners, or its designee, executes a formal contract and/or purchase order.

Therefore, in compliance with the foregoing RFP, and subject to all terms and conditions thereof, the undersigned offers and agrees to furnish the services for the prices quoted within the timeframe required. Vendor agrees to hold firm offer through contract execution.

Failure to complete, execute/sign (E-signature or handwritten) proposal prior to submittal shall render the proposal invalid and it WILL BE REJECTED.

<table>
<tr><td colspan="4">VENDOR:</td></tr>
<tr><td colspan="2">STREET ADDRESS:</td><td>P.O. BOX:</td><td>ZIP:</td></tr>
<tr><td colspan="2">CITY & COUNTY & ZIP:</td><td>TELEPHONE NUMBER:</td><td>TOLL FREE TEL. NO:</td></tr>
<tr><td colspan="4">PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #10):</td></tr>
<tr><td colspan="2">PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:</td><td colspan="2">FAX NUMBER:</td></tr>
<tr><td>VENDOR'S AUTHORIZED SIGNATURE:</td><td>DATE:</td><td colspan="2">EMAIL:</td></tr>
</table>

ATTACHMENT C: PROPOSAL COST

1. Name of Company submitting bid _____
2. All hourly cost for times, materials, and labor shall include mobilization costs.
3. Emergency work outside normal business hours is subject to a 2% upcharge.
4. A work order estimate approved by the General Manager for Natural Resources is required prior to performing scheduled maintenance and repairs. The max amount of an individual work order for repair shall not exceed $30,000.
5. The annual NOT TO EXCEED cost for this contract is $100,000 for Public Utilities and $125,000 for Solid Waste.

SCHEDULE 2 – HOURLY EQUIPMENT AND LABOR PRICE SCHEDULE

Location: _____

Regular Hours: from ___ : ___ AM to ___ : ___ PM

Emergency Hours: from ___ : ___ AM to ___ : ___ PM

Combined: from ___ : ___ AM to ___ : ___ PM or 24 hrs

Equipment Type – Ref. to Section 4.1 Q	**Regular Hours Cost/Hr**	**Emergency Hours Cost/Hr**	**Combined**

Labor Category	**Hourly Labor Rate**	**Emergency Labor Rate**

ATTACHMENT D: CERTIFICATION OF FINANCIAL CONDITION

Name of Vendor: _____

The undersigned hereby certifies that: [check all applicable boxes]

☐ The vendor is in sound financial condition and, if applicable, has received an unqualified audit opinion for the latest audit of its financial statements.

Date of latest audit: _____

☐ The vendor has no outstanding liabilities, including tax and judgment liens, to the Internal Revenue Service or any other government entity.

☐ The vendor is current in all amounts due for payments of federal and County taxes and required employment-related contributions and withholdings.

☐ The vendor is not the subject of any current litigation or findings of noncompliance under federal or County law.

☐ The vendor has no findings in any past litigation, or findings of noncompliance under federal or County law that may impact in any way its ability to fulfill the requirements of this Contract.

☐ He or she is authorized to make the foregoing statements on behalf of the vendor.

Note: This is a continuing certification and vendor shall notify the Contract Lead within 15 days of any material change to any of the representations made herein.

If any one or more of the foregoing boxes is NOT checked, vendor shall explain the reason in the space below:

_____

Signature Date

_____

Printed Name Title

[This Certification must be signed by an individual authorized to speak for the vendor]

ATTACHMENT E: CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements
The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

_____
Signature of Contractor's Authorized Official

_____
Name and Title of Contractor's Authorized Official

_____
Date

ATTACHMENT F: NON-COLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT

State of North Carolina County of Cumberland
On-Call Utility Services

_____, being first duly sworn, deposes and says that:

l. He/She is the _____ of _____, the proposer that has submitted the attached proposal;

2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;

3. Such proposal is genuine and is not a collusive or sham proposal;

4. Neither the said proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other proposer firm or Person to submit a collusive or sham proposal in connection with the contract for which the attached proposal has been submitted or to refrain from proposing in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion of communication or conference with any other proposer, firm or person to fix the price or prices in the attached proposal or of any other proposers, or to fix any overhead, profit or cost element of the proposal price of the proposal of any other proposer or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County of Cumberland or any person interested in the proposed contract; and

5. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature _____

Printed Name: _____

Title: _____

Date: _____

Subscribed and Sworn to Before Me,

This _____ day of _____, 2025

Notary Public _____

My Commission Expires: _____

ATTACHMENT G: FEMA REQUIRED CONTRACT CLAUSES

Federal Contracting Requirements

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

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

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

1. Drug Free Workplace Requirements

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

2. Contractor Compliance

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

3. Conflict of Interest

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

4. Mandatory Disclosures

The Contractor must disclose in writing all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award.

5. Energy Conservation

The Contractor and Subcontractors agrees to comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. § 6321, et seq.

6. Clean Air Act and The Federal Water Pollution Control Act

Clean Air Act:

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act:
(1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

7. Access to Records and Reports
The following access to records requirements applies to this contract:

(1) The Contractor agrees to provide the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

8. No Obligation by Federal Government
The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

9. Program Fraud and False or Fraudulent Statements or Related Acts
The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

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

11. Termination
(1) ***Termination Without Cause***. The County may immediately terminate this Agreement at any time without cause by giving 30 days' written notice to the Contractor.

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

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

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

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

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

Any dishonest reporting or inaccurate representation of material will be grounds for immediate termination. Inadequate staffing and trucking may also be grounds for termination.

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

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

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

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

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

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

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

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

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

12. Remedies

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

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

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

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

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

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

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

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

13. Debarment and Suspension

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.

(3) This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

14. Equal Employment Opportunity

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

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

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

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

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

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided*,* however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

15. Davis-Bacon Requirements

(1) All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

(2) Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

(3) Additionally, contractors are required to pay wages not less than once a week.

16. Copeland "Anti-Kickback" Act

(1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

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

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

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

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b) (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b) (1) of this section, in the sum of $26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b) (1) of this section.

(3) Withholding for unpaid wages and liquidated damages.

(i) *Withholding Process.* The Owner may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this paragraph (b) on this contract, any other federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless

of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

(ii) *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:

(A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(B) A contracting agency for its reprocurement costs;

(C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(D) A contractor's assignee(s);

(E) A contractor's successor(s); or

(F) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (5) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (5). In the event of any violations of these clauses, the prime contractor, and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

(5) Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

(i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

(ii) Filing any complaint, initiating, or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

(iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

(iv) Informing any other person about their rights under CWHSSA or this part.

Further Compliance with the Contract Work Hours and Safety Standards Act

(1) The contractor or subcontractor shall maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of three years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made; and actual wages paid.

(2) Records to be maintained under this provision must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.

18. Rights to Inventions Made Under a Contract or Agreement

Patent and Rights in Data

Contracts involving experimental, developmental, or research work.

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

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

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

(1) Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution. In accordance with 49 CFR § 18.34 and 49 CFR § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)(i) and (2)(b)(ii) of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

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

(3) Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part.

(4) When federal assistance is awarded for experimental, developmental, or research work, it is the general intention to increase knowledge available to the public rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless determined otherwise, the Purchaser and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agree to make available to the public, either the license in the copyright to any subject data developed in the course of that contract or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor's use whose costs are financed in whole or in part with Federal assistance.

(5) Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Purchaser nor

the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

(6) Nothing contained in this clause regarding rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

(7) Data developed by the Purchaser or Contractor and financed entirely without the use of Federal assistance that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work.

(8) Unless determined otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

(9) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor 's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor agree to take the necessary actions to provide those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR Part 401.

(10) The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

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

(1) General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier.

(2) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor 's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR Part 401.

(3) The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

19. Procurement of Recovered Materials

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
- Competitively within a timeframe providing for compliance with the contract performance schedule.
- Meeting contract performance requirements.
- At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

(3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

20. Safeguarding Personal Identifiable Information:

Contracto**r** will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable federal, state, and/or local laws regarding privacy and obligations of confidentiality.

21. DHS Seal, Logo, and Flags

The County and Contractor or Subcontractors must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g. FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

22. Byrd Anti-Lobbying Amendment

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

23. Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

24. Prohibition on Contracting for Covered Telecommunications Equipment or Services

(a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services, as used in this clause-

(b) *Prohibitions.*

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) *Exceptions.*

(1) This clause does not prohibit contractors from providing-

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

(i) Covered telecommunications equipment or services that:

i. Are *not used* as a substantial or essential component of any system; and

ii. Are *not used* as critical technology of any system.

(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) *Reporting requirement.*

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

25. <u>Domestic Preference for Procurements</u>

The contractor should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber

26. <u>Build America, Buy America Act (BABAA)</u>

Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the Build America, Buy America Act shall file the required certification to County with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by FEMA.

Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58 §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that does not ensure compliance with BABAA domestic preference requirements. Such disclosures shall be forwarded to the recipient who, in turn, will forward the disclosures to FEMA, the federal agency; subrecipients will forward disclosures to the pass-through entity, who will, in turn, forward the disclosures to FEMA.

27. Build America, Buy America Act Preference

Contractors and subcontractors agree to incorporate the Buy America Preference into planning and design when providing architectural and/or engineering professional services for infrastructure projects. Consistent with the Build America, Buy America Act (BABAA) Pub. L. 117-58 §§ 70901-52, no federal financial assistance funding for infrastructure projects will be used unless all the iron, steel, manufactured products, and construction materials used in the project are produced in the United States.

28. Affirmative Socioeconomic Steps

The Contractor is encouraged to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms are used when possible.

29. Creating Good Jobs

Pursuant to FEMA Information Bulletin No. 520, the Contractor will comply with all applicable federal labor and employment laws. To maximize cost efficiency and quality of work, the Contractor commits to strong labor standards and protections for the project workforce by creating an effective plan for ensuring high-quality jobs and complying with federal labor and employment laws. The Contractor acknowledges applicable minimum wage, overtime, prevailing wage, and health and safety requirements, and will incorporate Good Jobs Principles wherever appropriate and to the greatest extent practicable. https://www.dol.gov/sites/dolgov/files/goodjobs/Good-Jobs-Summit-Principles-Factsheet.pdf

30. Buy Clean

The Contractor is encouraged to use environmentally friendly construction practices in the performance of this Agreement. In particular, the Contractor is encouraged that the performance of this agreement include considering the use of low-carbon materials which have substantially lower levels of embodied greenhouse-gas emissions associated with all relevant stages of production, use, and disposal, as compared to estimated industry averages of similar materials or products as demonstrated by their environmental product declaration.

31. License and Delivery of Works Subject to Copyright and Data Rights

The Contractor grants to the County, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the County or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures, or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the County data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the County.

32. Retention Requirements

All documents must be retained for a **minimum of three (3) years** from the date of submission of the final federal financial report (SF-425). There are several exceptions to this rule which can be found in 2 CFR § 200.334.

CUMBERLAND COUNTY
NORTH CAROLINA

Solid Waste Management &
Public Utilities Department

RFP ON-CALL UTILITY SERVICES

Addendum I

A. Modification to Language
(Changes are in red)

1. PURPOSE AND BACKGROUND

The County intends to enter into ~~two (2)~~ stand-by contracts ~~with a firm~~ to provide the services contained within this RFP. Proposals should be from firms experienced in the repairs and maintenance associated with Public Utilities (water & sewer) and landfill related utilities including, but not limited to the following areas:

A. Electrical
1. Electrical Distribution
2. Motor Starters
3. Instrumentation Controls

A. Mechanical
1. Pumps
2. Process Piping
3. Welding

B. Plumbing
1. Fixing water main break and sewer or drainage line or service breaks
2. Dewatering
3. Bypass pumping and other associated work

Most services will be for scheduled repairs. ~~One contract will be with a Primary contractor and the other with a "Secondary" contractor. The "Primary" contractor will be on a first contact basis for emergencies that may require utilities services. The "Secondary" contractor will serve as a backup to the "Primary" for any emergency that may be of a scale larger than one company would be capable and equipped to handle. The County will reserve the right to decide when and if the "Secondary" contract will be activated.~~ Contractors will be provided a mobilization upcharge for emergency callouts.

CUMBERLAND COUNTY
NORTH CAROLINA

Solid Waste Management &
Public Utilities Department

5.33 RETAINAGE

Retainage shall be held in accordance with North Carolina General Statute 143-134.1 ~~143-143.1~~. All records required for FEMA reimbursement shall be attached to any partial pay request. Payment will not be processed without this documentation.

Below are questions that have been asked with responses in red.

1) Page 21 -Schedule 2- Hourly Equipment And Labor Price Schedule. Can we submit our corporate rate sheet or do the rates need to be applied to the one provided? Yes, you may provide your corporate rate sheet as long as the rates are identified as regular hours, emergency hours, combined, etc., so that we are able to see clearly what the costs will be.

2) Page 31- number 15 -Davis-Bacon Requirements –(2) Can we use the Building Construction codes to meet the Davis Bacon requirements for this proposal? No, because we may use State and/or Federal funds that require the Davis-Bacon Act.

In God We Trust
RLT & Associates
Grading & Utilities
In God We Trust
Through Christ We Are Saved
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RFP Number: On-Call Utility Services for Solid Waste and Public Utilities

Notice of Intent to Designate Financial Documents as Trade Secrets

Dear Ms. Hall,

We are writing to formally notify the Cumberland County Procurement Department of our intent to designate specific financial documents submitted as part of our proposal for the Cumberland County On-Call Utility Services as Confidential under the North Carolina Trade Secrets Act, Article 24 of Chapter 66 of the North Carolina General Statue.

The documents we seek to designate as trade secrets include:

- Year-end financial statements
- Balance sheets
- Income statements

These documents include proprietary financial data, internal business strategies, and operational metrics of RLT & Associates. Being privately held, the company is not required to disclose its financials publicly. The information derives independent commercial value from not being generally known or readily ascertainable by others who could obtain economic value from its disclosure or use.

In accordance with G.S. § 66-152131, we assert that:

1. The information is not generally known to or readily available by the public
2. The information confers a competitive advantage to our company by remaining confidential.
3. We have taken reasonable measures to maintain the secrecy of this information.
4. The information is submitted solely to demonstrate financial responsibility required by the bid.

We respectfully request written permission from the County Departments to mark these documents as confidential in our proposal. We are prepared to follow any instructions provided by the County regarding how to label and submit these materials in compliance with the RFP requirements.

We respectfully request that these documents be withheld from public record or third-party access under the applicable statutory exemptions.

RPF Number: On-Call Utility Services for Solid Waste and Public Utilities

Vendor: RLT and Associates, https://www.rltconstruction.net/ , 919-552-4489
Vendor Type: S Corporation
Vendor established: 2005

Primary Point of Contact:
Ricky Temple
919-612-8843

Our Company and Services

RLT & Associates (RLT) is a trusted provider of utility infrastructure services across the region. With a proven track record of delivering reliable, efficient, and safety-focused solutions, we specialize in a wide range of utility work including underground utilities, directional boring, water and sewer installation, plumbing, grading, asphalt installation and repair, concrete installation and repair, and emergency response services.

For over 40 years, RLT and Associates (RLT) has proudly delivered a comprehensive range of services requiring both heavy-duty equipment and skilled manpower. RLT provides 24/7 emergency responses throughout Harnett, Lee, Johnston, Moore, Durham, Cumberland, Orange, and Wake Counties in North Carolina. Our emergency capabilities include plumbing, grading, hydro jetting, sewer line repair, storm drain cleaning, demolition, drainage, water line repair, and more.

Our commitment to excellence, safety, and client satisfaction has made us a valued partner on public and private utility infrastructure projects.

Key Personnel

Our team of 17 includes experienced foremen, utility operators, locators, and safety officers. A project manager is assigned to every job to ensure efficient coordination and communication.

Ricky Temple has over 40 years of experience as a utility contractor. Ricky has gain extensive knowledge from past experiences resulting in an unmatched eye for solving the simplest to the most complex utility issues he faces. Ricky Temple is widely regarded as an expert in his field and is often consulted by other utility contractors to provide advice on problem solving. RLT is comprised of employees with extensive experience in the utility industry.

Equipment and Resources

Our fleet includes:

- Excavators, trenchers, skid steers and backhoes
- Horizontal Directional Drills
- Pump and Vacuum trucks
- Fixed and mobile jetting trucks
- Various camera systems with utility locate tools
- Asphalt paving and concrete equipment
- Traffic control signage and devices
- Dump trucks and tractors

We maintain all equipment to the highest standards and always ensure readiness by entering in contract service agreements with third party vendors.

RLT offers a wide selection of aggregate materials at its Fuquay Varina office, available during regular hours and for after-hours emergencies. They produce and store crushed concrete on-site with their rock crusher. RLT also operates a topsoil screener to provide high-quality screened topsoil and mulch for organic topsoil.

Subcontractors

Xylem – Godwin Pumps
1328 Bobbitt Dr.
Garner, NC 27529
919-772-4126
MBE/HUB unknown

Leak Locators
9 Eight Js Lane
Clayton, NC 27520
919-376-9203
MBE/HUB unknown

Waterworx's
223 Airport Industrial Dr
Clayton, Nc 27520
919-3929
MBE/HUB unknown

T. R. Vernall Paving
6221 Mt. Herman Rd
Raleigh, NC 27617
919-782-6515
MBE/HUB unknown

Past Performance

Town of Fuquay Varina: Sewer main replacement

9/2024
Emergency bypass pump around to repair 24" reinforced concrete pipe (RCP). RLT contacted third-party subcontractors to set up the bypass. Three pumps were utilized based on peak flows with a backup in place. RLT provided camera security for the pumps and maintained the fueling operation for 5 days. RLT supplied 11 people who worked 24 hours to make the repair on the RCP. RLT flushed the 12" Quick Disconnect (QD)

10/2024 - $334,424.06

Planned replacement of 535' feet of 24" (RCP) replaced with 24" C900 into existing manholes.

Bypass consisted of pumping from two separate manholes utilizing six pumps (three at each manhole) using High Density Polyethylene (HDPE) piping discharging 2,160 feet to a manhole. RLT constructed a trussell using railroad tracks to cross 23' creek with the HDPE pipe. RLT provided camera security and maintained the fueling operation for the duration of the project. A water truck and pumping from the creek was used to flush all of the 2,160 pipe. RLT provided equipment to break down all equipment and remove from job site.

RLT was able to remain within budget and timeline of the project.

Aqua of America

RLT & Associates operates almost daily making water line repairs, valve replacements, installing meters and setters for Wood lake Country Club.
RLT staff is a preferred vendor inside Wood lakes and is often referred to when contractor is requesting a water and sewer tap.

Town of Spring Lake

RLT & Associates has operated in the town since January 2025 making numerous emergency water line repairs. RLT has worked to assist with training of town staff members on utility work. RLT has performed sewer line jetting and vacuuming to remove sand and grease building up from lines and manholes.

Certifications and Compliance

RLT is licensed through the North Carolina Licensing Board for General Contracts as a Limited General Contractor (#58073) with classification for Building, Highway, PU (Water lines and Sewer lines).

RLT is licensed through the North Carolina State Board of Examiners of Plumbing, Heating & Fire Sprinklers for Heating Group 1-Class 1, Heating Group 2, Heating Group 3-Class 1 and Plumbing Class 1.

Various employees with RLT hold many certificates including but not limited to, Flagger, OSHA 10 & 30, Confined Space, Trench, and PPE.
RLT contracts with J.J. Keller & Associates to provide updated monthly training topics that include Training Advisory, Regulation Alerts and complete updates our compliance safety policy and standards.
J.J. Keller & Associates provides our Federal Motor Carrier (FMCSA) compliance services keeping our Commercial Drivers (CDL) up to date with the latest trends and standards.

References

Chris Grimes
Town of Fuquay Varina
Water and Sewer Operations
919-753-1013
Cgrimes@fuquay-varina.org

Glen McFadden
Harnett Regional Water (now retired)
910-890-3207
Sglennmcfadden@gmail.com

James Williams
Aqua America
Facility Operator II
910-783-6817
Jgwilliams@aquaamerica.com

Our Focus on Safety

At RLT, safety is a top priority—reflecting the high-risk environment in which we operate. We employ two full-time safety professionals whose responsibilities include administering our comprehensive safety program, delivering ongoing training, and ensuring safe practices across all company operations. Our work is guided by a company-specific safety manual, which all new hires are required to review and understand, along with safety protocols specific to their job functions.

To reinforce our safety culture, supervisors conduct weekly jobsite "toolbox talks" to highlight key safety topics and evaluate potential hazards associated with upcoming work. Both supervisors and safety coordinators routinely monitor employee performance, addressing any safety concerns immediately and proactively.

We maintain detailed Emergency Response Plans for all potential hazards, and our team holds certifications in HAZMAT, HAZWOPER, Confined Space Entry, and Incident Management.

Federal, State and local emergencies

RLT & Associates has operated in emergency response during past hurricanes contracting with the State of North Carolina Department of Agriculture to dispose of flooded chicken houses. RLT staff provided records needed to assist with the reimbursement of funds to State agencies. Records are stored in secure areas to prevent damage and theft.

On-Call Response

RLT provides a quick response vehicle (QRV) to the emergency to meet with staff to ensure property resources are deployed. RLT has all the necessary equipment in-house to handle any type of emergency. RLT will deploy resources and staff compatible with the emergency response.
This is our bread and butter handling emergency response utility call outs.

Why Choose RLT and Associates?

RLT & Associates have extensive experience in utility services, with a strong reputation for dependable performance across a wide range of projects. From underground utility installation to emergency response and infrastructure support, RLT is equipped to deliver high-quality work safety and efficiently.
With a history of successful projects for municipalities, counties, private developers and state agencies, RLT & Associates is a trusted name in utility contracting. Our reputation is built on quality workmanship, clear communication and long-term client relationships.

ATTACHMENT B: EXECUTION OF PROPOSAL

EXECUTION

In compliance with this Request for Proposal (RFP), and subject to all the conditions herein, the undersigned vendor offers and agrees to furnish and deliver any or all items/services upon which prices are proposed. By executing this proposal, the undersigned vendor certifies that this proposal is submitted competitively and without collusion, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible from covered transactions by any Federal or State department or agency. Furthermore, the undersigned vendor certifies that it and its principals are not presently listed on the Department of State Treasurer's Final Divestment List as per N.C.G.S 147-86.55-69.

The potential Contractor certifies and/or understands the following by placing an "X" in all blank spaces:

____X___ The County has the right to reject any and all proposals or reject specific proposals with deviated/omitted information, based on the County's discretion if the omitted information is considered a minor deviation or omission. The County will not contact vendors to request required information/documentation that is missing from a proposal packet. Additionally, if the County determines it is in its best interest to do so, the County reserves the right to award to one or more vendors and/or to award only a part of the services specified in the RFP.

___X____ This proposal was signed by an authorized representative of the Contractor.

___X____ The potential Contractor has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.

___X____ All labor costs associated with this project have been determined, including all direct and indirect costs.

____X___ The potential Contractor agrees to the conditions as set forth in this RFP with no exceptions.

___X____ Selection of a contract represents a preliminary determination as to the qualifications of the vendor. Vendor understands and agrees that no legally binding acceptance offer occurs until the Cumberland County Board of Commissioners, or its designee, executes a formal contract and/or purchase order.

Therefore, in compliance with the foregoing RFP, and subject to all terms and conditions thereof, the undersigned offers and agrees to furnish the services for the prices quoted within the timeframe required. Vendor agrees to hold firm offer through contract execution.

Failure to complete, execute/sign (E-signature or handwritten) proposal prior to submittal shall render the proposal invalid and it WILL BE REJECTED.

<table>
<tr><td colspan="3">VENDOR: RLT & Associates, Inc</td></tr>
<tr><td>STREET ADDRESS: 111 Tasha Lane</td><td>P.O. BOX:</td><td>ZIP: 27526</td></tr>
<tr><td>CITY & COUNTY & ZIP:
111 Tasha Lane</td><td>TELEPHONE NUMBER:
919-552-4489</td><td>TOLL FREE TEL. NO:</td></tr>
<tr><td colspan="3">PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #10):</td></tr>
<tr><td colspan="2">PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR: Ricky Temple</td><td>FAX NUMBER:</td></tr>
<tr><td>VENDOR'S AUTHORIZED SIGNATURE:
Ricky Temple</td><td>DATE:
7/1/2025</td><td>EMAIL:
rickytemple105@gmail.com</td></tr>
</table>

ATTACHMENT C: PROPOSAL COST

1. Name of Company submitting bid RLT & Associates, Inc
2. All hourly cost for times, materials, and labor shall include mobilization costs.
3. Emergency work outside normal business hours is subject to a 2% upcharge.
4. A work order estimate approved by the General Manager for Natural Resources is required prior to performing scheduled maintenance and repairs. The max amount of an individual work order for repair shall not exceed $30,000.
5. The annual NOT TO EXCEED cost for this contract is $100,000 for Public Utilities and $125,000 for Solid Waste.

RLT & Associates
111 Tasha Lane
Fuquay Varina, NC 27526
Office - 919-552-4489
Email - rickytemple105@gmail.com

In God We Trust
RLT & Associates
Through Christ We Are Saved

Labor	Regular		Overtime	
	Rate		Rate	
Project Manager	$ 175.00	per hour	$ 262.50	per hour
Safety Manager	$ 175.00	per hour	$ 262.50	per hour
Superintendent	$ 175.00	per hour	$ 262.50	per hour
Technician	$ 85.00	per hour	$ 127.50	per hour
Technician with chainsaw	$ 95.00	per hour	$ 142.50	per hour
Service Trucks/Haulers				
Service Truck with 2 Technicians	$ 225.00	per hour	$ 337.50	per hour
Service Truck and Technician	$ 200.00	per hour	$ 300.00	per hour
Plumbing Van and Technician	$ 175.00	per hour	$ 262.50	per hour
550 Dump Trailer (4 hour min)	$ 125.00	per hour	$ 187.50	per hour
Single Axle Dump Truck	$ 135.00	per hour	$ 202.50	per hour
Tri-Axle	$ 145.00	per hour	$ 217.50	per hour
Tandem Dump Truck	$ 145.00	per hour	$ 217.50	per hour
Quad Dump Truck	$ 145.00	per hour	$ 217.50	per hour
Tractor / Dump Trailer	$ 150.00	per hour	$ 225.00	per hour
Tractor / Lowboy	$ 200.00	per hour	$ 300.00	per hour
Roll Off Truck (+ 10% dumping fee)	$ 200.00	per hour	$ 300.00	per hour
F250 Snowplow	$ 200.00	per hour	$ 300.00	per hour
Equipment				
CAT 303,306,308 Excavator	$ 175.00	per hour	$ 262.50	per hour
CAT 315	$ 200.00	per hour	$ 300.00	per hour
CAT 325	$ 250.00	per hour	$ 375.00	per hour
CAT 308 w/hammer	$ 300.00	per hour	$ 450.00	per hour
CAT 953 Track Loader	$ 225.00	per hour	$ 337.50	per hour
CAT Backhoe	$ 150.00	per hour	$ 225.00	per hour
CAT Dozer	$ 200.00	per hour	$ 300.00	per hour
CAT Motorgrader	$ 225.00	per hour	$ 337.50	per hour
Yard Tractor	$ 95.00	per hour	$ 142.50	per hour
CAT 289 & 299 Skid Steer	$ 175.00	per hour	$ 262.50	per hour
CAT Skidsteer w/broom	$ 250.00	per hour	$ 375.00	per hour
CAT Skidsteer w/ milling attachment (4 hr. min)	$ 400.00	per hour	$ 600.00	per hour
CAT Skidsteer w/ 24" wheel saw	$ 400.00	per hour	$ 600.00	per hour
Wacker Truck (small off road truck)	$ 200.00	per hour	$ 300.00	per hour
Hydrema (large off road truck)	$ 200.00	per hour	$ 300.00	per hour

Asphalt Equipment				
Wirtgen Milling Machine (daily)	$ 6,500.00	daily		
Asphalt Paver	$ 300.00	per hour	$ 450.00	per hour
Asphalt hot box	$ 185.00	per hour	$ 277.50	per hour
Asphalt hot box w/ truck and technician	$ 300.00	per hour	$ 450.00	per hour
Vibratory roller	$ 200.00	per hour	$ 300.00	per hour
Smooth drum roller	$ 200.00	per hour	$ 300.00	per hour
Hamm roller	$ 175.00	per hour	$ 262.50	per hour
Bagela Asphalt Reclaimer	$ 300.00	per hour	$ 450.00	per hour
Tack Wagon (4 hr. min) Plus tack - $15 gallons	$ 100.00	per hour	$ 150.00	per hour
Infarred Heat Plat	$ 150.00	per hour	$ 225.00	per hour
Thermoplastic Striping	$ 35.00	per foot	$ 52.50	per foot
Concrete				
Concrete mixer	$ 125.00	per hour	$ 187.50	per hour
Concrete Truck	$ 350.00	per hour	$ 525.00	per hour
Concrete pump (4 hr. min)	$ 200.00	per hour	$ 300.00	per hour
Concrete injection pump (2 hr. min)	$ 125.00	per hour	$ 187.50	per hour
Misc. Equipment				
Trencher (4 hr. min)	$ 150.00	per hour	$ 225.00	per hour
Arrow Board (daily)	$ 200.00	per day		
4" Mud Hog / Trash Pump (4 hr. min)	$ 65.00	per hour	$ 97.50	per hour
4" & 6" Bypass Pump (4 hr. min)	$ 175.00	per hour	$ 262.50	per hour
Confined Space eqipment (daily)	$ 300.00	per day		
Trench boxes (daily)	$ 300.00	per day		
Core Drill	$ 300.00	per use	$ 450.00	per use
Steel Plate (daily)	$ 250.00	per day		
Walk behind saw	$ 75.00	per hour	$ 112.50	per hour
Logging Mats (daily per mat)	$ 300.00	per day		
Light Tower	$ 100.00	per hour	$ 150.00	per hour
Air compressor w/ hammer	$ 150.00	per hour	$ 225.00	per hour
Electric Jack hammer	$ 100.00	per hour	$ 150.00	per hour
Ramex (tamp)	$ 100.00	per hour	$ 150.00	per hour
Septic / Sewer				
4,000 Gallon Vac Truck	$ 270.00	per hour	$ 405.00	per hour
Combo Truck	$ 400.00	per hour	$ 600.00	per hour
Disposal Fee	$ 1.75	per gal.		
Vactron Vac trailer w/ truck and technician	$ 250.00	per hour	$ 375.00	per hour
Picote Descalor tool	$ 100.00	per hour	$ 150.00	per hour
Aries Video Inspection 8" Van (4 hr. min)	$ 400.00	per hour	$ 600.00	per hour
Includes camera, jetter & 2 technicians				
Video inspection (2 hr. min)	$ 275.00	per hour	$ 412.50	per hour

Mongoose Jetter (2 hr. min)	$ 300.00	per hour	$ 450.00	per hour
Includes truck, camera, jetter & 2 technicians				
Water truck	$ 200.00	per hour	$ 300.00	per hour
Includes 1 load od water				
Additional loads of water $30 each				
Fuel surcharge may apply				
Point Repair				
Includes all materials, truck and technicians				
2" repair	$ 4,000.00			
3" repair	$ 4,250.00			
4" repair	$ 4,250.00			
6" repair	$ 6,875.00			
8" repair	$ 8,250.00			
10" repair	$ 8,250.00			
12" repair	$ 10,250.00			
15" repair	$ 10,250.00			
Boring				
Available for 3/4" to 4"				
Will be quoted based on job requirements				
Directiona boring	$ 800.00	per hour	$ 1,200.00	

Work performed after (Regular Business Hours, Monday - Friday 7 am - 5 pm) will be charged at a rate time and a half

Due to market instability, prices are subject to change
Standard Net 30 Terms on invoicing unless otherwise approved
All accounts over 30 days will incur a monthly late fee of 1.5%

ATTACHMENT D: CERTIFICATION OF FINANCIAL CONDITION

Name of Vendor: RLT & Associates, Inc

The undersigned hereby certifies that: [check all applicable boxes]

☒ The vendor is in sound financial condition and, if applicable, has received an unqualified audit opinion for the latest audit of its financial statements.

Date of latest audit: N/A

☒ The vendor has no outstanding liabilities, including tax and judgment liens, to the Internal Revenue Service or any other government entity.

☒ The vendor is current in all amounts due for payments of federal and County taxes and required employment-related contributions and withholdings.

☒ The vendor is not the subject of any current litigation or findings of noncompliance under federal or County law.

☒ The vendor has no findings in any past litigation, or findings of noncompliance under federal or County law that may impact in any way its ability to fulfill the requirements of this Contract.

☒ He or she is authorized to make the foregoing statements on behalf of the vendor.

Note: This is a continuing certification and vendor shall notify the Contract Lead within 15 days of any material change to any of the representations made herein.

If any one or more of the foregoing boxes is NOT checked, vendor shall explain the reason in the space below: RLT & Associates, Inc is a debt free company

Ricky Temple 7/1/2025

Signature Date

Ricky Temple Owner

Printed Name Title

[This Certification must be signed by an individual authorized to speak for the vendor]

ATTACHMENT E: CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements
The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

Ricky Temple
Signature of Contractor's Authorized Official

Ricky Temple, Owner

Name and Title of Contractor's Authorized Official

7/1/2025Date

ATTACHMENT F: NON-COLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT

State of North Carolina County of Cumberland
On-Call Utility Services

Ricky Temple, being first duly sworn, deposes and says that:

1. He/She is the owner of RLT & Associates, Inc, the proposer that has submitted the attached proposal;

2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;

3. Such proposal is genuine and is not a collusive or sham proposal;

4. Neither the said proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other proposer firm or Person to submit a collusive or sham proposal in connection with the contract for which the attached proposal has been submitted or to refrain from proposing in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion of communication or conference with any other proposer, firm or person to fix the price or prices in the attached proposal or of any other proposers, or to fix any overhead, profit or cost element of the proposal price of the proposal of any other proposer or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County of Cumberland or any person interested in the proposed contract; and

5. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature Ricky Temple

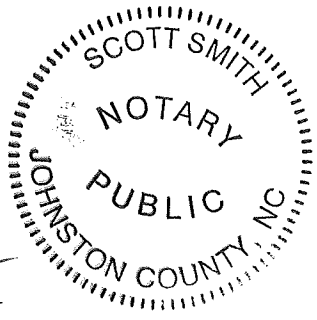
Printed Name: Ricky Temple

Title: Owner

Date: 7/1/2025

Subscribed and Sworn to Before Me,

This 1 day of July, 2025



Notary Public

My Commission Expires: 8/26/2025

CUMBERLAND COUNTY
NORTH CAROLINA

Solid Waste and Public Utilities Department

On – Call Utility Services

Date of Issue: Tuesday, May 20, 2025

Questions Due Date: Friday, June 20, 2025 – 5:00 PM

Proposal Due Date: Tuesday, July 1, 2025 – 2:00 PM

Direct all inquiries concerning this RFP to:

Amy Hall

Public Utilities Project Manager

Email: ahall@cumberlandcountync.gov

Phone: 910-678-7637

Proposals shall be submitted in accordance with the terms and conditions of this RFP and any addenda issued hereto

√

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The COUNTY shall issue a written notice to proceed for work via email pursuant to this contract. *The notice shall be sent via facsimile or email and followed by regular mail.* Under no circumstances shall the COUNTY be liable for any work performed unless the written notice to proceed has been sent and received by the CONTRACTOR. CONTRACTOR must acknowledge receipt of the written notice to proceed prior to proceeding. 12
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1. PURPOSE AND BACKGROUND

The County of Cumberland requests proposals from qualified firms to provide On-Call Utility Services at no immediate or annual cost to the County.

The County intends to enter into two (2) stand-by contracts with a firm to provide the services contained within this RFP. Most services will be for scheduled repairs. One contract will be with a "Primary" contractor and the other with a "Secondary" contractor. The "Primary" contractor will be on a first contact basis for emergencies that may require utilities services. The "Secondary" contractor will serve as a backup to the Primary for any emergency that may be of a scale larger than one company would be capable and equipped to handle. The County will reserve the right to decide when and if the "Secondary" contract will be activated. Contractors will be provided a mobilization upcharge for emergency callouts.

While cost may be one of a number of considerations used in selecting a firm, the qualifications and competence of the firm will be the paramount consideration in the selection process.

Cumberland County's Solid Waste consists of the Ann Street Landfill Campus and the Wilkes Road Compost Facility. The Ann Street Landfill Campus has its own leachate collection system consisting of 8" gravity sewer and two duplex pump stations. There are also private water mains on the property. The leachate and gas system consist of HDPE pipe.

Cumberland County Public Utilities consists of four water and sewer districts:

- NORCRESS, which consists of sanitary sewer, 8" to 15", and four existing pump stations and force mains. It serves the Godwin, Falcon, and Wade area.
- Southpoint, a water distribution system in southern Cumberland County with appropriately 84 customers.
- Kelly Hills, a sewer distribution system in the Linden area with approximately 200 customers.
- Overhills, a sewer distribution in the Spring Lake area with approximately 317 customers.

2. PROPOSAL INSTRUCTIONS & REQUIREMENTS

2.1 REQUEST FOR PROPOSAL DOCUMENT

The RFP is comprised of the base RFP document, any attachments, and any addenda released before contract award. All attachments and addenda released for this RFP in advance of any contract award are incorporated herein by reference. By submitting a proposal, the vendor agrees to meet all stated requirements in this section as well as any other specifications, requirements and terms and conditions stated in this RFP. If a vendor is unclear about a requirement or specification or believes a change to a requirement would allow for the County to receive a better proposal, the vendor is urged and cautioned to submit these items in the form of a question during the question and answer period in accordance with Section 2.3.

Vendors shall populate all attachments of this RFP that require the vendor to provide information and include an authorized signature where requested. Failure to include required documents and/or signatures, where requested, will result in rejection of submitted proposals.

2.2 PROPOSAL SUBMITTAL

Proposals, subject to the conditions made a part hereof and the receipt requirements described below, shall be received at the address indicated in the table below.

Mailing address for delivery of proposal via US Postal Service	**Office address of delivery by any other method (special delivery, overnight, or any other carrier)**
PROPOSAL TITLE: On – Call Utility Services *Cumberland County Public Utilities Department* *Attn: Amy Hall* *698 Ann Street* *Fayetteville, NC 28301*	*PROPOSAL TITLE: On – Call Utility Services* *Cumberland County Public Utilities Department* *Attn: Amy Hall* *698 Ann Street* *Fayetteville, NC 28301*

IMPORTANT NOTE: All proposals shall be physically delivered to the office address listed above ***on or before 2:00 PM EST, per clock in the Solid Waste Administration Office, Tuesday, July 1, 2025***, regardless of the method of delivery. All risk of late arrival due to unanticipated delay—whether delivered by email, hand, U.S. Postal Service, courier or other delivery service is entirely on the vendor. It is the sole responsibility of the vendor to have the proposal to the County department specified by the specified time and date of opening. Any proposal received after the proposal submission deadline will be rejected.

2.3 PROPOSAL QUESTIONS

Written questions shall be emailed to **ahall@cumberlandcountync.gov by Friday, June 20, 2025, by 5:00 pm**. Vendors should enter "**RFP On-Call Utility Services: Questions**" as the subject for the email. Questions will not be answered by phone. Question submittals should include a reference to the applicable RFP section.

Questions received prior to the submission deadline date, the County's response, and any additional terms deemed necessary by the County will be posted in the form of an addendum to the Cumberland County Vendor Self Service Site, https://ccmunis.co.cumberland.nc.us/vss/Vendors/default.aspx and shall become an Addendum to this RFP. **Vendors who submit an intent to bid will receive addendums by email**. Vendors shall rely *only* on written material contained in an Addendum to this RFP. **Vendors should not contact any other County employees, besides those listed above, during the bid process. Vendors who contact any other County employees may be disqualified.**

Any questions considered minute in nature or that point to an error in the RFP or that the County determines will produce information required in order for all vendors to submit a responsible proposal, may be answered at the County's discretion after the specified date and time. Such questions that are received after the deadline are not guaranteed to be answered and if the questions qualify as "minute in nature" shall be determined at the sole discretion of the County.

2.4 RFP TERMS & CONDITIONS

It shall be the vendor's responsibility to read the instructions, the County's terms and conditions, all relevant exhibits and attachments, and any other components made a part of this RFP, and comply with all requirements and specifications herein. Vendors also are responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this RFP.

Questions, issues, or exceptions regarding any term, condition, or other component within this RFP, must be submitted as questions in accordance with the instructions in Section 2.3 PROPOSAL QUESTIONS. Vendor's proposal shall constitute a firm offer.

If a vendor desires modification of the terms and conditions of this solicitation, it is urged and cautioned to inquire during the question period, in accordance with the instructions in this RFP, about whether specific language proposed as a modification is acceptable to or will be considered by the County. It is the County's sole discretion to accept or reject requested modifications and/or exceptions.

3. NOTICES TO VENDOR

3.1 PROHIBITED COMMUNICATIONS AND CONFIDENTIALITY

PROHIBITED COMMUNICATION: Each vendor submitting a proposal, including its representatives, subcontractors, and suppliers, is prohibited from having any communication with any employees or members of the board of commissioners of the County except those employees of the County's Department as designated in this RFP. A vendor who does not comply with this provision may be disqualified from award of a contract.

!IMPORTANT INFORMATION! CONFIDENTIAL INFORMATION: The proposal must not contain any information marked as "confidential" or as a "trade secret" or in any other manner as to indicate that it is information protected by the Trade Secrets Protection Act (the "Act") as set out in Article 24 of Chapter 66 of the North Carolina General Statutes**, unless the vendor has noticed the County Department of its intent to designate any information in the proposal as such and received permission from the County Department to do so in writing.** Vendor's notice to the County Department must be in writing and must describe the information for which confidentiality is requested and explain how the information is a "trade secret" as defined in G.S. § 66-152(3). If the County Department determines the information for which confidentiality is requested is a "trade secret" covered by the Act, it will notify the vendor how to mark the information in the proposal and will identify the measures that County will take to protect the confidentiality of the information. Vendor's submission of a proposal after receipt of this notice from the County Department shall be deemed to be acceptance of the County Department's statement of how it will maintain confidentiality. If the County Department determines the information for which confidentiality is requested is not a "trade secret" covered by the Act, it will notify vendor of that determination. Any proposal marked with any information as "confidential" or as a "trade secret" or in any other manner as to indicate that it is information protected by the Act in violation of this section shall be regarded as not responsive to the request for proposals and shall not be considered.

3.2 PROPOSAL COMPLIANCE

It is in the best interest of vendors to submit proposals that are clear, concise, and easily understood. Proposals should provide information essential for a straightforward and concise description of vendor capabilities to satisfy the requirements of the RFP specifications.

Vendor may include any optional data not provided for elsewhere and considered to be pertinent to this bid as an addendum.

Vendors are urged and cautioned to read the RFP completely through as noncompliance with requirements may result in bid rejection. Section 4.0 requirements and request for information must be in the same order with the same titles as listed in Section 4.0. Vendor proposals should be easy to follow, and all sections should be easily identified.

The specifications included in this package describe the services that the County feels are necessary to meet the performance requirements of this RFP, and shall be considered the minimum standards expected of the Proposer. However, the specifications are not intended to exclude potential bidders.

If the vendor is unable to meet any of the specifications as outlined therein, vendors are advised to submit questions and concerns regarding the specifications during the question and answer period described in Section 2.3.

If the vendor does not indicate or submit questions or concerns regarding the specifications, the County shall assume it is able to fully comply with these specifications. The County shall be the sole and final judge of compliance with all specifications.

The County further reserves the right to determine the acceptability or unacceptability of any and all alternatives or deviations.

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3.3 PROPOSAL EVALUATION PROCESS

The County shall review all responses to this RFP to confirm that they meet the specifications and requirements of the RFP. The County shall not be required to hold interviews; however, depending on the number of responses and the information contained in the responses, the County may decide to conduct interviews with firms of its choice. The County reserves the right to request clarification of information submitted. Vendors may be required to provide a demonstration upon request.

The County reserves the right to reject any and all proposals.

3.4 EVALUATION CRITERIA

All qualified proposals will be evaluated and award made based on considering the following criteria to result in an award most advantageous to the County:

1.	Qualifications and Relative Experience of Firm	30 points
2.	Qualifications and Experience of Staff	20 points
3.	Respondents Technical Approach	20 points
4.	Respondents Internal Training	10 points
5.	Cost Proposal	20 points
		100 points

3.5 METHOD OF AWARD

The County reserves the right to make separate awards to different vendors for one or more-line items, to not award one or more-line items or to cancel this RFP in its entirety without awarding a contract, if it is considered to be most advantageous to the County to do so.

The County reserves the right to reject all original offers and request one or more of the vendors submitting bids within a competitive range to submit a best and final offer (BAFO), based on discussions and negotiations with the County, if the initial responses to the RFP have been evaluated and determined to be unsatisfactory.

4. SCOPE OF WORK & VENDOR'S PROPOSAL CONTENT REQUIREMENTS

4.1 SCOPE OF WORK

A. ON – CALL UTILITY SERVICES

The selected firm will be expected to provide on-call utility services for water and sewer. Most repairs will be for scheduled maintenance. Specific services may include:

1. Point repair and replacement of water and sewer lines, including site restoration and pavement repair.
2. Video and cleaning of sewer lines.
3. Pump station maintenance and repair.
4. Bypass pumping of sewer and pump and haul services as needed.
5. Repair and replacement of valves and tap installation.

The Counties normal work hours are Monday – Friday 6:00AM–5:00PM and Saturday 8:00AM–12:00PM.

B. EQUIPMENT

All equipment must comply with all applicable Federal, State, and local rules and regulations.

C. TRAFFIC CONTROL

The Vendor shall provide, erect and maintain all necessary barricades, suitable and sufficient lights, danger signals, signs and other traffic control devices at all Vendor work areas.

1. Vendor shall provide qualified flagmen where necessary to direct the traffic and shall take all necessary precautions for the protection of the work, and the safety of the public.
2. Highways, streets or parts of the work closed to through traffic shall be protected by effective barricades, and obstructions shall be illuminated during the hours from sunset to sunrise. Suitable warning signs shall be provided to properly control and direct traffic.
3. All barricades, warning signs, lights, temporary signals, other protective devices, flagmen and signaling devices shall conform to the minimum requirements as set out in the Manual on Uniform Traffic Control Devices for Streets and Highways, Part VI, prepared by the National Joint Committee on Uniform Traffic Control Devices and current at the time proposals are received.

D. EXISTING UTILITIES

It shall be Vendor's responsibility to coordinate directly with the utility owners to arrange for temporary stabilization and shoring that may be required without damage to the existing utility lines. Vendor shall pay all costs to the utility company for any damage to the utility company property caused by the Vendor.

1. Vendor shall make the necessary repairs or pay all costs incurred to repair damaged utilities, as determined by the affected utility company. Repairs to all County-owned water and sewer facilities shall be made by the Vendor.

E. ENVIRONMENTAL PROTECTION

1. The Vendor shall comply with all federal, state and local Laws, Rules, Regulations and Ordinances regarding environmental protection.

F. DOCUMENTATION AND MEASUREMENT

Prior to beginning any work, the County, or its representative, shall clearly document and approve mobilized equipment and personnel.

1. Vendor is responsible for ensuring that all subcontractors maintain a valid driver's licenses and equipment legally fit for travel on the road.
2. The Vendor shall designate one project manager. The representative shall provide a telephone number to the County with which he or she can be reached 24 hours per day.
3. Firm shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion of the contract resulting from this RFP. The County shall have access to all records, documents and information collected and/or maintained by others in the course of the administration of the contract.

4.2 VENDOR'S PROPOSAL REQUIREMENTS

The vendor's proposal must include the required information below. Proposals shall be tabbed, using the titles identified in this section, to identify the required information. Tabs must be in the same order as listed below. Failure to submit this information may render its proposal non-responsive. **Vendors are urged and cautioned to read the notices in Section 3.1. Noncompliance with the confidentiality requirements will result in a proposal being considered nonresponsive.**

A. INTRODUCTION: COMPANY INFORMATION AND EXECUTIVE SUMMARY

Each respondent shall provide the following company information:

1. Firm's name and business address, including telephone and fax number, email address, website address.
2. The legal nature of the entity (individual, partnership, corporation, etc.) and list the names of all officers, partners, principals, etc.
3. Year established. Include former firm name(s) and year(s) established, if applicable.
4. The name, title, address and telephone number of the firm's authorized negotiator for this project. The person identified must be authorized to make binding commitments for the firm and its subcontractors.
5. Information concerning any current violations which may cause conflict with or affect the ability of the proposer to provide scope of services, or any litigation to which responding firm is a party within last three years concerning or relating to it providing similar scope of services.

B. QUALIFICATIONS OF THE FIRM

1. Provide a description and history of the firm focusing on on-call utility experience.
2. Recent utility repair experience including water and sewer of various materials and sizes.
3. Provide at least three (3) references for which the firm has performed services that are similar to the requirements in the Scope of Services. Provide the reference contact name, address, e-mail address, telephone numbers and date of the contract, and amount of contract.
4. Detailed listing of all Contractor's equipment and resources, including but not limited to pump and haul operations, HDPE fusion, bypass pumping, camera and inspection, and pressure testing.
5. Provide a list of subcontractors and specify if any meet MBE/HUB standards. Additionally, specify the percentage of subcontracted work.
6. Provide a list of existing contracts and a brief description of scope for the contract.

C. QUALIFICATIONS OF STAFF

This section should include key project. The staff included shall be full-time employees of the proposing firm.

1. Provide an organizational chart and summary of staff qualifications. This section should include:
   - Current capacity and current expertise in on-call utilities.
   - Documented knowledge and experience of Federal, State and Local emergency agencies, state and federal programs, funding sources and reimbursement processes.
2. Provide a list of all professional certifications of staff including OSHA training.

D. TECHNICAL APPROACH

The section should be concise and should present only information that is relevant to this project. Include, at a minimum:

1. A detailed description of the proposing firm's technical approach for scheduled maintenance and repair.
2. Describe in detail the mobilization plan that will be utilized for after-hours emergencies.

E. COST PROPOSAL

Cost must be submitted using ***Attachment C***. Cost shall be all inclusive.

F. REFERENCES

Vendors shall provide at least three (3) references for which your company has provided services of similar size and scope to that proposed herein.

ES&J ENTERPRISES INC.
North Carolina Licensed General Contractor
1555 Holland Road
Autryville, NC 28318
(910) 567-6138 / (910) 567-2891 fax
"Commit thy works unto the Lord, and thy thoughts shall be established" Prov. 16:3
MBE, WBE, HUBZone Certified
NC License # 28994

July 1, 2025

Cumberland County Public Utilities Department
Attn: Ann Hall
698 Ann Street
Fayetteville, NC 28301

Subject: **A. Introduction: Company Information and Executive Summary**

1. Firm's Name: ES&J Enterprises, Inc.
   Address: 1555 Holland Road
   Autryville, NC 28318
   Telephone: (910) 567-6138
   Fax Number: (910) 567-2891
   Contact: Sandra C. Carroll-Williams
   Email Address: sandyc@esandj.com
   Website: N/A
2. ES&J is a C Corporation.
   Officers:
   Sandra C. Carroll-Williams, President, Corporate Secretary & Treasurer
   Esther F. Carlisle, Vice President
   Stacey A. Sharber, Assistant Corporate Secretary
   Rick Williams, Soil Remediation Superintendent
3. ES&J Enterprises, Inc. has been in business for 36 years and was established on September 28, 1989.
4. ES&J Enterprises, Inc. authorized negotiator:
   Name: Sandra C. Carroll-Williams
   Title: President
   Address: 1555 Holland Road
   Autryville, NC 28318
   Telephone: (910) 567-6138
5. ES&J Enterprises, Inc. does not have any violations.

Sincerely,

Sandra C. Carroll-Williams
President
ES&J Enterprises, Inc.

Expiration Date

2025

License No.

28994

North Carolina

Licensing Board for General Contractors

This is to Certify That:

ES&J Enterprises, Inc.

Autryville, NC

is duly registered and entitled to practice

General Contracting

Limitation: Unlimited

Classification: Highway, PU (Sewer Lines), PU (Water Lines), PU(Water Lines & Sewer Lines)

until

December 31, 2025

when this Certificate expires.

Witness our hands and seal of the Board.

Dated, Raleigh, N.C.

01/01/2025

This certificate may not be altered.

LICENSING BOARD FOR GENERAL CONTRACTORS * NORTH CAROLINA * MAY 20, 1775

Chairman

Secretary-Treasurer

STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

J.R. "JOEY" HOPKINS
SECRETARY

July 8, 2024

SANDRA C. CARROLL-WILLIAMS
E S & J ENTERPRISES INC
1555 HOLLAND RD
AUTRYVILLE, NC 28318-7827

Dear SANDRA C. CARROLL-WILLIAMS:

Subject: Requalification as a Bidder / PO Prime Contractor / Subcontractor

The information you submitted to the Department for approval as a Bidder / PO Prime Contractor / Subcontractor has been reviewed and your firm has been approved for the following work codes:

000050:HAULING (EXCEPT ASPHALT)
000200:CLEARING & GRUBBING
000210:BLDG REMOVAL & DEMOLITION
000225:RDWY GRADING & EXCAVATION
000310:PIPE INSTALLATION
000840:MINOR DRAINAGE STRUCTURES (DROP INLETS, CATCH BASINS, ETC)
001510:WATER/SEWER LINE INSTALLATION
016607:MOWING

Directory of Firms | E S & J ENTERPRISES INC

Accordingly, the Department considers your firm prequalified as a Bidder / PO Prime Contractor / Subcontractor until 07/31/2025. Failure to renew or requalify will result in removal from our prequalified contractors' list.

If at any time prior to your next renewal date there is a change in any information for your firm, please proceed to the following website and submit a notice of change in your firm's information:

https://apps.ncdot.gov/Vendor/Prequal/Login.aspx

Sincerely,
Jim McMellon, PE
Prequalification Management

Mailing Address:
NC DEPARTMENT OF TRANSPORTATION
PREQUALIFICATION MANAGEMENT
1509 MAIL SERVICE CENTER
RALEIGH, NC 27699-1509

Website: www.ncdot.gov

Location:
1020 BIRCH RIDGE DRIVE
BUILDING B
RALEIGH, NC 27610

ES&J ENTERPRISES INC.
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MBE, WBE, HUBZone Certified
NC License # 28994

July 1, 2025

Cumberland County Public Utilities Department
Attn: Ann Hall
698 Ann Street
Fayetteville, NC 28301

Subject: **B. Qualifications of The Firm**

1. See Attachment #1
2. See Attachment #2
3. See Attachment #3
4. See Attachment #4
5. See Attachment #5
6. See Attachment #6

Sincerely,

Sandra C. Carroll-Williams
President
ES&J Enterprises, Inc.

Attachment #1

ES&J ENTERPRISES INC.
North Carolina Licensed General Contractor
1555 Holland Road
Autryville, NC 28318
(910)567-6138 / (910)567-2891 fax
DBE, WBE, HUB Certified
NC License # 28994
sandyc@esandj.com

ES&J Enterprises, Inc. is an NC Licensed General Contractor with unlimited Highway and Public Utility (Water and Sewer Lines) license number 28994. ES&J is an NCDOT Certified MWDBE and HUB Certified. We have bonding capacity with Ohio Casualty Insurance/Surety and commercial insurance coverage via Selective Insurance Company, including pollution liability. Our employees are OSHA Certified Competent Person, OSHA Confined Spaces Certified. We have been in the Heavy Civil Construction business for more than 35 years. We have an NCDEQ permitted Petroleum Contaminated Soil Land Farm, and an NCDEQ permitted Land Clearing and Inert Debris Landfill. ES&J is NCDOT prequalified as a Bidder/Prime Contractor for Hauling, Clearing/Grubbing, Demolition, Roadway Grading/Excavation, Pipe Installation, Drainage Structures, Water/Sewer Line Installation, Mowing. ES&J has completed numerous bonded projects for PWC, the City of Fayetteville, and Cumberland County including but not limited to sewer outfalls, dam construction/repairs, annexation projects, storm drainage projects, subtitle D landfill construction, dredging, waterlines, creek debris cleanup, contaminated soil transportation/disposal.

Sincerely,

Sandra Carlisle Carroll-Williams
President
ES&J Enterprises, Inc.

Attachment #2

ES&J ENTERPRISES INC.
North Carolina Licensed General Contractor
1555 Holland Road
Autryville, NC 28318
(910)567-6138 / (910)567-2891 fax
DBE, WBE, HUB Certified
NC License # 28994

Darnell Street Drainage Repair

Owner: City of Fayetteville
Engineer: City of Fayetteville
Contract Amount: $126,099.65
Start Date: September 2023
Date of Completion: December 2023
Contact Person: Byron Reeves, PE 910-433-1301
Superintendent: **Kerry Hall**

Type of Work: Approximate
Traffic Control
Erosion Control
RCP Installation
Catch Basins
Manholes
Headwalls

Neville Street Drainage Improvements

Owner: City of Fayetteville
Engineer: City of Fayetteville
Contract Amount: $1,820,997.80
Start Date: January 2024
Date of Completion: November 2024
Contact Person: Byron Reeves, PE 910-433-1301
Superintendent: **Kerry Hall**

Type of work: Approximate
Traffic Control.
Erosion Control.

Sewer Lines.
Sewer Services.
Water Lines.
RCP Installation.
Manholes.
Catch basins.

Maiden Lane Sanitary Sewer&Water Replacement Phase II

Owner: PWC of the City of Fayetteville
Engineer: PWC of the City of Fayetteville
Contact Person: Sam Powers, PE 910-223-4370
Contract Amount: $1,660,680.50
Start Date: June 2020
Date of Completion: October 2021
Superintendent: Frank Faircloth & **Kerry Hall**

Type of work: Approximate
Traffic Control.
1300' of ductile iron water main installed.
10 water services installed.
1200' ductile iron sewer main installed.
13 manholes installed.
Abandonment of old water and sewer lines.
Aerial sewer crossing over cross creek.
Paving of streets.
Concrete sidewalks.
Brick paver sidewalks.

North Fayetteville Carvers Creek 24" Outfall Sewer

Owner: PWC City of Fayetteville
Engineer: MKR
Contact Person: John Allen, PE 910-263-5212
Contract Amount: $3,927,912.00
Start Date: October 2018
Date of Completion: March 2020
Superintendent: Frank Faircloth & **Kerry Hall**

Type of work: Approximate
Wetland Erosion Control.
Clearing and grubbing of easement.

15,000' of 24" C900 sewer main installed.
58 manholes installed.
Bore & Jack 36" casing.

Crown Pond Repairs
Owner: Cumberland County Engineering & Inf. Dept
Engineer: MKR
Contract Amount: $1,422,677.50
Start Date: August 2018
Date of Completion: July 2019
Contact Person: Jimmy Kizer, PE 910-484-5191
Superintendent: **Kerry Hall**
Type of work: Approximate
Traffic Control
Clearing & Grubbing.
Repair Dam Core.
400' install 18"-42" RCP
9 install 18"-40" Headwalls.

Substation Ut. Bridge Washout Bank Restoration
Owner: PWC of the City of Fayetteville
Engineer: PWC of the City of Fayetteville
Contract Amount: $695,200.00
Start Date: July 2018
Date of Completion: September 2018
Contact Person: Matt Allen, PE 910-223-4512
Superintendent: **Kerry Hall**
Type of work: Approximate
Bridge & Abutment Repair
Gabion Basket Embankment

Southwood Apartments Sewer
Owner: Southwood Condominiums HOA
Engineer: Moorman, Kizer & Reitzel, Inc.
Contract Amount: $47,654.00
Start Date: March 2018
Date of Completion: May 2018

Contact Person: Jeff Reitzel, PE 910-484-5191
Superintendent: **Kerry Hall**

Type of work: Approximate
Clearing & Grubbing.
250' install 8" SDR26 PVC sewer
3 manholes installed.

Fayetteville Annexation Phase 5 Area 16 Section 1

Owner: PWC / State Utility
Engineer: WK Dickson
Contract Amount: $336,286.00
Start Date: August 2016
Date of Completion: December 2016
Contact Person: Mike Paluso (State Utility) 704-400-9288
Superintendent: **Chris Wehner**

Type of work:
Traffic Control.
3,500' install 8" PVC and DIP.
21 manholes.

Fayetteville Annexation Phase 5 Area 17 Section 1

Owner: PWC / State Utility
Engineer: Moorman, Kizer, & Reitzel, Inc.
Contract Amount: $169,741.00
Start Date: May 2016
Date of Completion: July 2016
Contact Person: Mike Paluso (State Utility) 704-400-9288
Superintendent: **Chris Wehner**

Type of work:
Traffic Control.
2,000' install 8" PVC and DIP.
15 manholes.

Cross Creek WRF Unloading Station
Owner: PWC/City of Fayetteville
Engineer: PWC/City of Fayetteville
Contract Amount: $63,700.00
Start Date: May 2015
Date of Completion: June 2015
Contact Person: James Michel, PE 910-223-4785
Superintendent: **Chris Wehner**

Type of work: Approximate
Demolition.
Shoring.
Sewer line.
Manhole.
Paving.

Fayetteville Annexation Phase V Area 14 Arran Hills & Winter Park Subdivisions
Owner: PWC of the City of Fayetteville
Engineer: Moorman, Kizer & Reitzel
Contract Amount: $2,515,022.74
Start Date: December 2013
Date of Completion: November 2014
Contact Person: Misty Manning (PWC) – 910-223-4736
Superintendent: Clay Carter & **Chris Wehner**

Type of work: Approximate
Traffic Control.
Erosion Control.
900' install 15"-36" RCP.
11,500" install 8" SDR26 PVC and Class50 ductile iron sewer.
51 manholes installed.
Paving.
Concrete.

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DBE, WBE, HUB Certified
NC License # 28994

New Hanover County Landfill Cells 7-10A Partial Closure Phase 2

Owner: New Hanover County
Engineer: SCS Engineers PC
Contract Amount: $3,978,052.00
Start Date: July 2024
Date of Completion: June 2025
Contact Person: Joe Suleyman 910-798-4403
Superintendent: **Kerry Hall**

Type of work:
Intermediate Cover Placement.
Protective Cover Placement.
Fine Grading for Geomembrane Liner Deployment.
3,500' install 8" PVC and DIP.
Toe drain outlets with GFFR Protection.
French drain installations.
Down chute pipe installations.
HDPE Pipe installations.

Attachment #3

ES&J ENTERPRISES INC.
North Carolina Licensed General Contractor
1555 Holland Road
Autryville, NC 28318
(910)567-6138 / (910)567-2891 fax
DBE, WBE, HUB Certified
NC License # 28994

July 1, 2025

Re: Completed Construction Projects

New Hanover County Landfill Cells 7 & 10A Partial Closure Phase 2
Owner: New Hanover County
Engineer: SCS Engineering
Contract Amount: $3,978,052.00
Date of Completion: June 2025
Contact Person:
Joe Suleyman 910-798-4403
jsuleyman@nhcgov.com
Joe Suleyman, NHC Environmental Director
New Hanover County
3002 US Hwy 421N
Wilmington, NC 28401

Neville Street Drainage Improvements
Owner: City of Fayetteville
Engineer: City of Fayetteville
Contract Amount: $1,820,997.80
Date of Completion: November 2024
Contact Person:
Byron Reeves, PE 910-433-1301
byronreeves@fayettevillenc.gov
The City of Fayetteville
433 Hay Str.
Fayetteville, NC 28301

New Hanover County Landfill Construction Cells 11-12A
Owner: New Hanover County
Engineer: SCS Engineering
Contract Amount: $6,846,000.00
Date of Completion: July 2023
Contact Person:
Matt Brokaw, PE 919-604-4342
mbrokaw@scsengineers.com
SCS Engineering
3801 Lake Boone Trail, Suite 410
Raleigh, NC 27607

New Hanover County Landfill Closure Cells 7-8A
Owner: New Hanover County
Engineer: SCS Engineering
Contract Amount: $2,704,000.00
Date of Completion: January 2023
Contact Person:
Joe Suleyman 910-798-4403
jsuleyman@nhcgov.com
Joe Suleyman, NHC Environmental Director
New Hanover County
3002 US Hwy 421N
Wilmington, NC 28401

Maiden Lane Sanitary Sewer&Water Replacement Phase II
Owner: PWC of the City of Fayetteville
Engineer: PWC of the City of Fayetteville
Contract Amount: $1,660,680.50
Date of Completion: October 2021
Contact Person:
Sam Powers, PE 910-223-4370
sam.powers@faypwc.com
PWC of Fayetteville
955 Old Wilmington Rd.
Fayetteville, NC 28301

North Fayetteville Carvers Creek 24" Outfall Sewer
Owner: PWC City of Fayetteville
Engineer: MKR
Contract Amount: $3,927,912.00
Date of Completion: March 2020
Contact Person:
John Allen, PE 910-263-5212
john.allen@faypwc.com
PWC of Fayetteville
955 Old Wilmington Rd.
Fayetteville, NC 28301

Crown Pond Repairs
Owner: Cumberland County Engineering & Inf. Dept
Engineer: MKR
Contract Amount: $1,422,677.50
Date of Completion: July 2019
Contact Person:
Jimmy Kizer, PE 910-484-5191
jkizerjr@mkrinc.com
MKR, Inc.
115 Broadfoot Ave.
Fayetteville, NC 28305

Substation Ut. Bridge Washout Bank Restoration
Owner: PWC of the City of Fayetteville
Engineer: PWC of the City of Fayetteville
Contract Amount: $695,200.00
Date of Completion: September 2018
Contact Person:
Matt Allen, PE 910-223-4512
matt.allen@faypwc.com
PWC of Fayetteville
955 Old Wilmington Rd.
Fayetteville, NC 28301

Cumberland Co. Storm Debris Removal from Creeks
Owner: Cumberland County
Engineer: Cumberland County
Contract Amount: $495,000.00
Date of Completion: April 2018
Contact Person:
Jeffrey Brown, PE 910-678-7813
jbrown@co.cumberland.nc.us
Cumberland County Engineering
130 Gillespie Str. Room# 214
Fayetteville, NC 28301

Attachment #4

#	Year	Item Description Make and Model	Color	Serial Number	License Number	Insured	Misc Information
1	1981	CAT 627B Motor Scraper		1451055		Yes	
2		325 BL Cat Excavator		2JR02172		Yes	
3	2002	CAT D6RLGP Bulldozer		9PN02006		Yes	
4	2007	CAT 930G Wheel Loader		TWR03283		Yes	
5	2006	JD 1812C Scraper		T81812C060233		Yes	Used
6	2006	JD 1812C Scraper		T81812C060354		Yes	Used
7	2006	JD 9520 Tractor		RW9520E042643		Yes	Used
8	1981	CAT 12G Motor Grader		61M08598		Yes	
9	2008	JD 9520 Tractor		RW9520E051524		Yes	
10	2007	John Deere 5525		LV5525R355727		Yes	
11	2006	CAT D6RLGP Dozer		WRG00207		Yes	
12	2007	CAT 330 DL Excavator		MWP02173		Yes	
13	2017	CAT 416E Backhoe Loader		LMS01700		Yes	
14	2018	CAT 336 FL Excavator		RKB20846		Yes	
15	2018	JD TS Gator		1M04X2SJTJM130111		Yes	
16	2017	JD Gator XUV825i S4		1M0825GFKHM130497		Yes	
17	2005	CAT D9T Dozer		RJS00247		Yes	
18	2001	CAT 320C Exc.		ANB00670		Yes	
19	2018	Cat Bulldozer		K1R00183		Yes	
20		Topcon Hiper V, Internal UHF radio		1122-14093		Yes	
21		Topcon Hiper V, Internal UHF radio		1122-14070		Yes	
22		UFS Topcon FC-5000		222395		Yes	

#	Year	Item Description Make and Model	Color	Serial Number	License Number	Insured	Misc Information
23		Topcon - Benchmark Tool & Supply Isite Verizon Rover Modem				Yes	
24		JD 5300 Loader		LV5200D232192		No	
25	2002	Bridgemont Model WTX Truck Scale		4688		No	
26		Thompson 4" Pump		4V194		No	
27		Stone Mizer		122444		No	
28		3 Trench Boxes				No	
29		Manhole Box				No	
30		2 Rock Boxes				No	
31	2001	Clayton Sesation Mobile Home		OHC011032NC		No	
32		Water Wagon		1043503		No	
33		Double Wall Trench Box		810MHXLDF		No	
34		Aluminum Trench Box		612XLAP		No	
35		Stacking Trench Box		420XLDF		No	
36		Wall Trench Box		820XLDF		No	
37		Stone Mizer		133146		No	
38	2007	810MHXLD Manhole Trench Box		134612		No	
39	2007	A612XLAP Aluminum Box		126195		No	
40	2006	420XLDF Stacking Section		131963		No	
41	2007	410MHXLDF Trench Box		135085		No	
42	2007	820XLDF 4" Wall Trench Box		132997		No	
43	2005	810MHXLDF Trench Box		130751		No	

#	Year	Item Description Make and Model	Color	Serial Number	License Number	Insured	Misc Information
1	1998	Mack Tractor Truck CH612	Black	1M2AA18Y3WW093471	YA96069	Yes	
2	2001	Mack Tri Axle Dump RD690S	White	1M2P267C71M058043	YA114043	Yes	
3	2022	Land Rover - Range Rover Sport	Black	SALWR2SE7NA202364		Yes	
4	2006	Chev Silverado C2500HD		1GCHC23U06F106765	AX7579	Yes	Crew Cab
5	2006	Chev Silverado C2500HD		1GCHC23U36F144698	AX6338	Yes	
6	2006	Chevy HHR LT		3GNDA23P36S662327	ES&J 1	Yes	
7	2004	GM K34		1GBJK34224E305881	BT4760	Yes	
8	2008	GMC Sierra K2500 HD		1GTHK23K88F134222	BS9398	Yes	Johnny Faircloth
9	2007	GMC 2500 YUKON		1GKFK13017R382720		Yes	
10	2020	GMC Sierra		1GT49LE77LF167858		Yes	
11	2014	CADI ATS Luxury		1G6AB5RX1E0184404		Yes	
12	2017	Chev Silverado EX Cab K25		1GC2KUEG1HZ309810		Yes	Chris
13	2019	Chevy Silverado		1GC1KREY8KF224165		Yes	Pat Lewis
14	2021	GMC Sierra 1500		3GTU9DED6MG186185		Yes	
15	2018	Cadillac Escalade SPT Utility		1GYS4BKJ2JR212534		Yes	
16	2017	Chevy Silverado 3500 Flatbed		1GB3KYCYXHF178759		Yes	
17	2021	Chev Silverado 3500	White	1GB4YSE72MF193531		Yes	Service Truck - Giovanni
18	2025	Forester 6 Plus - Golf Cart	White	7MZHFB1B2SC007024		Yes	
19	2010	Mack Tractor Truck	Blue/White	1M1AN07Y5AN005409		Yes	
20	2024	Ezgo EXL - Golf Cart	White	5632321		Yes	
21	2006	Mack Vantage Tractor CXN612	White	1M1AK06YX6N007495	YA94097	No	Broke Down
22	2010	GMC Sierra K1500 SLE		3GTRKVEA8AG137037	CJ6640	No	Motor Blown
23	2000	Mack Tractor Truck	Red	1M1AA18Y9YW126142	YA116792	No	Broke Down
24	1984	Chevy Service Truck		1GBE6D1A9EV122082	CX6764	No	Did not renew
25	1998	Chevy Truck		2GCEK19R1W1112598	BBT3026	No	Larry - ES&J Glen

#	Year	Item Description Make and Model	Color	Serial Number	License Number	Insured	Misc Information
1	1963	Hyster Trailer		10472	BH20238	Yes	Yellow Lowboy
2	1998	Clement Rock		1C9BB36B6WM110298	BT22093	Yes	
3	1997	Lufkin		1L01C382XV1127005	AY55631	Yes	
4	1991	Drop Deck		1DTP36529MP029178	BS89732	Yes	Purchased from Tom Morris
5	1998	Hudson		10HHSE166W1001255	CA28653	Yes	
6	1994	Lufkin		1LO1C3823R111492	AY58088	Yes	
7	2010	Trail King Lowboy		1TKJ05335AM031304		Yes	
8	1988	Roger Beam Lowboy		21145		Yes	50 ton

Attachment #5

ES&J ENTERPRISES INC.
North Carolina Licensed General Contractor
1555 Holland Road
Autryville, NC 28318
(910)567-6138 / (910)567-2891 fax
DBE, WBE, HUB Certified
NC License # 28994

July 1, 2025

Attached is a list of subcontractors ES&J traditionally uses if work description requires a subcontractor, such as for paving, boring, or traffic control. The minority subcontractors are identified on the attached.

Please note ES&J Enterprise, Inc., is an NCDOT minority contractor and HUB.

President
ES&J

Subcontractors and Suppliers for Quotes.xlsx

COMPANY NAME	DBE	WBE	MBE	HUB	EMAIL	Number	Work
4D Site Solutions					jholland@4dsitesolutions.com		
Al's Masonry	Yes		Yes		userpr7238@aol.com		Concrete
American Safety Products	Yes		Yes	Yes	sales@amsafpro.com	919-571-7822	Safety Supplier
AF2D Trucking, Inc.	Yes		Yes	Yes	af2dtruckinginc@gmail.com	910-814-7715	Hauling
Ashley Wynn Hauling	Yes		Yes		catdaddywynn@gmail.com		Hauling
Asphalt Services on Demand, Inc.	Yes	Yes		Yes	tim.o@asdinc.net	919-524-1979	Asphalt
Barnhill					spartington@barnhillcontracting.com		
Barnhill					lbullard@barnhillcontracting.com		
Bitting Electric					bbitting@bittingelectric.com		
BMCO Construction Inc.	Yes	Yes		Yes	tonya@bmcoconstruction.com	910-738-6693	Sitework
Boreco					wtroy58@yahoo.com		
Browe Construction Company	Yes	Yes		Yes	chad.grady@browecon.com	919-222-8873	Sitework
C.A.G. Contracting LLC					chris@cagcontracting.com		
Charles R. Underwood Pumps					cedmondson@crupumps.com		
Clifton Construction Co., Inc.	Yes	Yes			skcfaison@intrstar.net		Sitework
Coharie Construction Co., Inc.	Yes		Yes		coharieconst@gmail.com		Sitework
Combs Technologies, Inc.					tonycombs@combs-associates.com		
Concrete Pipe and Precast					aseabolt@concretepandp.com		
Core and Main					Tyler.sinclair@coreandmain.com		
Core and Main					alex.williams@coreandmain.com		
Core and Main					Manning, Mike <Mike.Manning@coreandmain.com>		
Crowder Trucking	Yes		Yes	Yes	crowdertrucking@ymail.com	910-797-4163	Trucking
D&G Excavating Services, Inc.	Yes		Yes		tyronedng@aol.com	910-977-5868	Sitework
Diamond Constructors Inc.					edawson@diamondconstructors.com		
Dorsey Landscaping & Irrigation, Inc.	Yes		Yes	Yes	dorseyland@dorseyus.com	910-521-0860	Landscaping
Dudley's Fence Company	Yes		Yes		dudleysfence@yahoo.com		Fencing
EcoExpress					steve@ecoexpressllc.com		
Edwards Crane					sevans@edwardsinc.com		
Elite Concrete Finishing	Yes		Yes		eliteconcretefinishing02@gmail.com		Concrete
Erosion Supply Company	Yes	Yes		Yes	vphillis@erosionsupply.com		Erosion Control
Ferguson Waterworks					robert.malpass@ferguson.com		
FILL ER Up Truckn LLC	Yes		Yes		filleruptruckn@gmail.com	910-876-7381	Hauling
Fortiline Waterworks					don.lee@fortiline.com		
Fortiline Waterworks					beverly.fullam@fortiline.com		
Freeman Curb & Gutter	Yes	Yes		Yes	freemancurb@aol.com		Concrete
Freeman Landscape Inc	Yes	Yes		Yes	ann@freemanlandscape.com	910-796-1166	Landscaping
Garner/White Video Productions					videopros@nc.rr.com		
Garris Grading & Paving	Yes		Yes	Yes	garrispaving@gmail.com		Paving
Green Industries					cpoulk@greenindustries.info		
Hallaton					tharman@hallaton.com		
Heidelberg Hanson					timothy.dumas@heidelbergmaterials.com		
Hendrix-Barnhill					kbjr@hendrix-barnhill.com		
Herndon Incorporated	Yes	Yes			fherndon@herndoninc.com		Sitework
Highland Paving					dbyrd@highlandpaving.com		
Horizontal Utilities, LLC					horizontalutilities@gmail.com		
ISCO					will.elpers@isco-pipe.com		
Joyner Keeny					rexowen@joynerkeeny.com		
KCI Surveying					jim.gellenthin@kci.com		
LKN Engineering and Testing, PC	Yes	Yes		Yes	rkadam@lknengineering.com	704-252-2182	Prof. Services
Locklear Boring					david@locklearboringinc.com		
MainTech Pumping					danakhowejr@gmail.com		
Martin Marietta					kelly.maglio@martinmarietta.com		
Matthew Locklear					matthew.nmn.locklear@gmail.com		
Mid-Atlantic Drilling Inc.	Yes		Yes	Yes	jstewart@midatlanticdrilling.com	910-458-5020	Drilling
Miller Barefoot					samsonstormandsewer@gmail.com		
Old Castle					Claude.Moon@oldcastle.com		
Old Castle					Marshall.Walter@oldcastle.com		
Osprey Solutions "Clayton Wilson"					ospreysolutionsnc@gmail.com		
Paul D. Williams	Yes		Yes		info@paulwilliamshauling.com		Hauling
Pittsburgh Pipe					mblume@pittsburghpipe.com		
Porter Scientific Inc.	Yes	Yes		Yes	fporter@porterscientific.com	910-521-0549	Prof. Services
Purpose Driven Seeding & Mulching	Yes	Yes			purpose.driven06@yahoo.com		Landscape
Resource Env. Solutions					adimmette@res.us		
RDU Paving	Yes	Yes		Yes	jlundholm@rdupaving.com		Paving
Reynolds Fence & Guardrail	Yes	Yes			nancy@reynoldsfenceandguardrail.com		Fencing
Rusty Jolly Taps					jollyrusty@gmail.com		
SAK Pipeline Infrastructure CIPP					tkorba@sakcon.com		
Sealey Trucking LLC					tssealey@hotmail.com		
Seegars Fence					ashley@seegarsfence.com		
Sides Seeding				Yes	mike@sidesseeding.com		Landscape
Simmons Public Utility Site-Work Inc	Yes		Yes	Yes	spusw1@atmc.net	910-653-9186	Sitework
Spell Mechanical					richard.spell@weldwrightmechanical.com		
State Construction					Karen@stateconstructioninc.com		
Stay Alert Safety Services	Yes	Yes		Yes	jbabcock@stayalertsafety.com		Traffic Control
Sudden Link					johnson@suddenlinkmail.com		
Sykes Paving					jsykes@sykespaving.com		
Titan	Yes	Yes	Yes	Yes	jhowe@titan-ser.com		
Traffic Control Safety Services, Inc	Yes	Yes			nctrafficcontrol@yahoo.com		Taffic Control
Vision Directional Drilling					mark@visiondirectionaldrilling.com		
Windstream Ben Casselman					bencasselman@windstream.net		
Xylem					matthew.white@xylem.com		
Xylem "Godwin Contact"					blake.melton@xylem.com		
Young Construction Company					madison@ycllc.com		

STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

J.R. "JOEY" HOPKINS
SECRETARY

May 15, 2024

ES&J Enterprises, Inc.
Sandra C. Carroll-Williams
2357 Whispering Pine Court
Hamer, SC 29547

SUBJECT: Approval of Annual DBE/WBE Certification Eligibility

Dear Sandra Carroll-Williams:

The Annual No Change Declaration for your Disadvantaged Business Enterprise (DBE) certification has been approved by the North Carolina Department of Transportation.

In order to remain as an eligible DBE firm, you will be required to submit a declaration of no change to this office by your anniversary date of **June 16, 2025**.

Failure to submit the declaration with appropriate supporting documentation on an annual basis will result in removal of your firm's DBE certification. The declaration will attest to the fact that no changes have occurred affecting your status as a Disadvantaged Business enterprise, and that your personal net-worth has not exceeded $2.047 million as required by federal regulation for economically disadvantaged individuals.

Should you experience any changes in ownership, management responsibility, specialty, address email, and/or telephone numbers, you are required to notify this office in writing within thirty (30) days of the change. Failure to inform this office of a change may result in the removal of your firm's certification status.

Please note that to work for the North Carolina Department of Transportation, you must be pre-qualified. Contact the Contractual Services Management Section at Prequal@ncdot.gov for more information about pre-qualification.

Mailing Address:
NC DEPARTMENT OF TRANSPORTATION
OFFICE OF CIVIL RIGHTS
1511 MAIL SERVICE CENTER
RALEIGH, NC 27611-1511

Telephone: (919) 602-4473
Customer Service: 1-877-368-4968

Website: www.ncdot.gov

Location:
750 N. GREENWAY PARKWAY
GARNER, NC 27529

STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

J.R. "JOEY" HOPKINS
SECRETARY

As a DBE certified firm, you are also eligible for business development supportive services through our Business Development Unit. For more information on your rights and responsibilities as a certified firm or any other questions you may have about how to work with NCDOT, please contact BOWD at bowd@ncdot.gov or call them at (984) 236-1234.

Thank you for participating in the Disadvantaged Business Enterprise program. If you have any questions, please call me at lpowell23@ncdot.gov.

Sincerely,

Latega Powell

Latega Powell
Certification Officer
Vendor #13127

Mailing Address:
NC DEPARTMENT OF TRANSPORTATION
OFFICE OF CIVIL RIGHTS
1511 MAIL SERVICE CENTER
RALEIGH, NC 27611-1511

Telephone: (919) 602-4473
Customer Service: 1-877-368-4968

Website: www.ncdot.gov

Location:
750 N. GREENWAY PARKWAY
GARNER, NC 27529

North Carolina
Department of Administration
Office for Historically Underutilized Businesses

Pamela B. Cashwell
Secretary

Tammie Hall
Director

May 18, 2022

Sandra Carroll-Williams
ES&J Enterprises, Inc. (Woman Owned)
1555 Holland Road
Autryville, NC 28318

Dear Sandra Carroll-Williams:

The Office for Historically Underutilized Businesses (HUB Office) is pleased to inform you that your company is now certified as a Historically Underutilized Business. Your firm is listed in the Statewide Uniform Certification (SWUC) Program database. This certification will remain in effect for four (4) years from the date of this letter.

You must notify the HUB Office in writing within 30 days of any changes affecting your compliance with SWUC Program eligibility requirements, including changes in ownership, day-to-day management and operational control. Failure to notify the HUB Office of these changes or reapply for certification in a timely manner may cause your HUB Certification to be revoked. In addition, please be advised your status may be changed if there is a 3rd party challenge granted against your firm. The link to the HUB Office 3rd party challenge form can be located at https://files.nc.gov/ncdoa/documents/ThirdpartyEligibilityChallengerev080811.pdf. All information submitted to the Office for Historically Underutilized Business is subject to audit and review.

The HUB Office collaborates with local Minority/Women/Small Business (M/W/SBE)Offices who offer assistance to certified HUB firms with identifying contract opportunities with state and local government. Many of these offices also offer assistance with business development. Please visit our website at http://www.doa.nc.gov/hub/programs.aspx?pid=swuc to locate the local office near you. Another great resource is the Small Business and Technology Development Center at www.sbtdc.org for free personalized business assistance and counseling.

It is important to note that although your status as a certified HUB firm greatly improves your access to state and local government contracts, this certification does not guarantee contract awards. Your ability to research opportunities and bid competitively will be important to your success in this program. We are committed to assisting you through the process with the completion of the Preliminary Business Development and Supportive Services Assessment Survey, located on the HUB Office website under the Certification Tab. The information will provide an overview of your company which will assist us in appropriately aligning contract opportunities that you are ready, willing and able to persue.

Thank you for your interest and participation in the SWUC Program as a Historically Underutilized Business firm with the State of North Carolina.

Sincerely,

Tammie Hall

Tammie Hall
Director

Attachment #6

ES&J ENTERPRISES INC.
North Carolina Licensed General Contractor
1555 Holland Road
Autryville, NC 28318
(910)567-6138 / (910)567-2891 fax
DBE, WBE, HUB Certified
NC License # 28994

July 1, 2025

ES&J was apparent low bidder at PWC June 24, 2025 for the Jasper to Langdon Sewer bid. We expect a contract to be issued in the amount of $963,000. That is the only open workload.

President
ES&J

ES&J ENTERPRISES INC.
North Carolina Licensed General Contractor
1555 Holland Road
Autryville, NC 28318
(910) 567-6138 / (910) 567-2891 fax
"Commit thy works unto the Lord, and thy thoughts shall be established" Prov. 16:3
MBE, WBE, HUBZone Certified
NC License # 28994

July 1, 2025

Cumberland County Public Utilities Department
Attn: Ann Hall
698 Ann Street
Fayetteville, NC 28301

Subject: **C. Qualifications of Staff**

1. See Attachment #1
2. See Attachment #2

Sincerely,

Sandra C. Carroll-Williams
President
ES&J Enterprises, Inc.

Attachment #1

ES&J ENTERPRISES INC.
North Carolina Licensed General Contractor
1555 Holland Road
Autryville, NC 28318
(910)567-6138 / (910)567-2891 fax
DBE, WBE, HUB Certified
NC License # 28994
sandyc@esandj.com

Sandra Carlisle Carroll-Williams, President (with ES&J since 1997)
28 years' experience in construction management; Bachelor of Science degree; NC General Contractors Highway license holder; OSHA Certified Competent Person; OSHA 30 Hour Construction Safety Certified. She has completed numerous bonded projects for PWC, the City of Fayetteville, and Cumberland County including but not limited to sewer outfalls, dam construction/repairs, annexation projects, storm drainage projects, subtitle D landfill construction, dredging, waterlines, creek debris cleanup, contaminated soil transportation/disposal.

Esther Faircloth Carlisle, Vice president (with ES&J since 1989)
59 years' experience in construction management; high school graduate. She has completed numerous bonded projects for PWC, the City of Fayetteville, and Cumberland County including but not limited to sewer outfalls, dam construction/repairs, annexation projects, storm drainage projects, subtitle D landfill construction, dredging, waterlines, creek debris cleanup, contaminated soil transportation/disposal.

Larry Cyrus Carlisle, Senior Estimator (with ES&J since 1989)
59 years' experience in construction management, estimating, performance and supervision; high school graduate; NC General Contractors Highway and Public Utility (Water and Sewer) license holder. He has completed numerous bonded projects for PWC, the City of Fayetteville, and Cumberland County including but not limited to sewer outfalls, dam construction/repairs, annexation projects, storm drainage projects, subtitle D landfill construction, dredging, waterlines, creek debris cleanup, contaminated soil transportation/disposal.

Ricky L. Williams, Soil Remediation Manager / DOT Transportation Manager (with ES&J since 2002)
44 years' experience in construction performance; high school graduate; Notary Public; Class A CDL Licensed Driver; OSHA Certified Competent Person; CDL Safety Commercial Training; Water Pollution Control System Operators Cert. Type A. He has completed numerous bonded projects for PWC, the City of Fayetteville, and Cumberland County including but not limited to sewer outfalls, dam construction/repairs, annexation projects, storm drainage projects, subtitle D landfill construction, dredging, waterlines, creek debris cleanup, contaminated soil transportation/disposal.

Stacey A. Sharber, In-house Accountant (with ES&J since 2021)
18 years' experience; high school graduate; Notary Public; 40-hour Hazwoper Certified, Confined Space Rescue Certified.

Christian T. Wehner, Foreman (with ES&J since 1989)
44 years' experience in construction performance and supervision; high school graduate; OSHA Certified Competent Person; OSHA Confined Spaces Certified; OSHA 30 Hour Construction Safety Certified. He has completed numerous bonded projects for PWC, the City of Fayetteville, and Cumberland County including but not limited to sewer outfalls, dam construction/repairs, annexation projects, storm drainage projects, subtitle D landfill construction, dredging, waterlines, creek debris cleanup, contaminated soil transportation/disposal.

Kerry Hall, Superintendent (with ES&J since 2016)
44 years' experience in construction performance and supervision; high school graduate; OSHA Certified competent Person; OSHA Confined Spaces Certified; OSHA 30 Hour Construction Safety Certified. He has completed numerous bonded projects for PWC, the City of Fayetteville, and Cumberland County including but not limited to sewer outfalls, dam construction/repairs, annexation projects, storm drainage projects, subtitle D landfill construction, dredging, waterlines, creek debris cleanup, contaminated soil transportation/disposal.

Sincerely,

Sandra Carlisle Carroll-Williams
President
ES&J Enterprises, Inc.

Attachment #2

Certification of Attendance

This to certify that 12 employees attended the

Trenching "Competent Person" Workshop

David Page
Charles Page
Henry D. Bass
Lawrence Campbell
Larry G. Carter
Clay Carter
Brian Turlington
Daniel Tripp
John Donnell
Robert L. Fisher
Rick Williams
Warren Taylor

Program Sponsor:

ES&J ENTERPRISES INC.
North Carolina Licensed General Contractor

held in Autryville, NC on Saturday, September 8, 2007.

Presented by:

McCain Special Project Services, Inc.

Paul P. McCain, PE
Authorized OSHA Instructor
Office: (919) 881 – 1290; Mob: (919) 215 - 7836
email: mccainsps@mindspring.com

Rainy Day Training

Certification of Attendance

This to certify that 13 employees attended the

Trenching "Competent Person" Workshop

Program Sponsor:

Sandra C. Williams
Anthony T. Robinson
Jackie L. McDonald
Jason Crumpler
Wilbert Spell
Bobby Wilson
Chris Wehner
Donnie Autry
Jimmy Carter
Michael Darden
Stanley Mesecher
Jerry Collister
Richard Maness

ES&J ENTERPRISES INC.
North Carolina Licensed General Contractor

held in Autryville, NC on Saturday, September 22, 2007.

Presented by:

McCain Special Project Services, Inc.

Paul P. McCain, PE
Authorized OSHA Instructor
Office: (919) 881 – 1290; Mob: (919) 215 - 7836
email: mccainsps@mindspring.com

Rainy Day Training

Certification of Attendance

This is to certify that the individuals below have successfully completed the national cognitive and skills evaluations in accordance with the curriculum of the American Heart Association for the BLS for Healthcare Providers (CPR & AED) Program:

ES&J ENTERPRISES INC.
North Carolina Licensed General Contractor

Aaron Carter
Clay Carter
Jimmy Carter
Jackie Faircloth
Shelby Royal

Held in Dunn, NC on Tuesday, October 12, 2010.
Presented by:
Steve Godwin, Instructor
MidAtlantic Training Center

Certification of Attendance

This to certify that employees attended the

Trenching "Competent Person" Workshop

Program Sponsor:

ES&J ENTERPRISES INC.
North Carolina Licensed General Contractor

Shelby Royal
Lynwood Fisher
Fulton Straughn
Jackie Faircloth
David Warner
Duane Faircloth
Frankie Faircloth
Lloyd Sessoms
Patrick Lewis
Robbie Wallace
David Toler
Eric Faircloth
Aaron Carter

held in Autryville, NC on Saturday, September 15, 2007.

Presented by:

McCain Special Project Services, Inc.

Paul P. McCain, PE
Authorized OSHA Instructor
Office: (919) 881 – 1290; Mob: (919) 215 - 7836
email: mccainsps@mindspring.com

Rainy Day Training

Certificate of Attendance

This is to certify that the individuals below have successfully completed the **New Miner MSHA Training** at the Hanson Brick Mill facility in Roseboro, NC on February 5, 2014.

ES&J ENTERPRISES INC.
North Carolina Licensed General Contractor

Jackie Carson Faircloth
Ronald Fulton Straughn, Jr.
Delbert Thomas New
Robert Lynwood Fisher

Certification of Attendance

This to certify that 9 employees attended the

OSHA 30-Hour Construction Safety Awareness Workshop

(30 Hours of Instruction – 29 CFR Part 1926)

Sandra C. Carroll-Williams
Robert L. Fisher
Clay Carter
Jackie C. Faircloth
Aaron Carter
Fulton Straughn
David Page
Chris Wehner
Sherwood P. Lucas

held in Autryville, NC, and completed on March 5, 2011.

Program Sponsor:

ES&J ENTERPRISES

Presented by:

McCain Special Project Services, Inc.
P.O. Box 10451; Raleigh, NC 27605-0451; (919) 881 – 1290; mccainsps@mindspring.com

ES&J ENTERPRISES, INC.

Commercial Vehicle Safety Alliance

"Safety Informational Session"

1555 Holland Road
Autryville, NC 28318
(910)567-6138 / (910)567-2891 fax

ACKNOWLEDGEMENT OF ATTENDANCE

ES&J Enterprises, Inc.

Rick Williams
Jess Smith
Mack Cuthretts
Jack Autry
J.R. Odom
James Tanner
Mark Worrell

Subcontractor

Chris Hollis
Allen Summery
Harvey Rogers
Bob Dickerson
Marty McMillan
Lonnie Kent
Wilbur Dobson
Don Reed

Subcontractor

Bonnie Dudley
Gilbert Keith
Glenn Chery
Dennis Smith

Speaker: _____
Trooper William Johnson
North Carolina Highway Patrol

Hosted by: ES&J Enterprises, Inc.
Autryville, NC
12-04-2007

ES&J ENTERPRISES, INC.

Commercial Vehicle Safety Alliance

"Safety Informational Session"

CSA 2010

1555 Holland Road
Autryville, NC 28318
(910)567-6138 / (910)567-2891 fax

ACKNOWLEDGEMENT OF ATTENDANCE

ES&J Enterprises, Inc.

Rick Williams
James
Jack Autry
Mack Cuthretts
Dan Reed MH

Subcontractor

Chris Hollis
Lonnie Kent Rockingham
Harvey Rogers Dobson
Allen Summery
Gary Fisher
Glenn Chery
Dennis Smith
Wilbur Dobson
Donald Walker
Marty McMillan
Elizabeth Fogle

Subcontractor

Geraldine Lowrin
Donald Smith
Joe Johnson
Kenneth Thrush
Mark Simmons
Malcolm C. Williams
TJ Sealey
Carl Bass

Speaker

Trp Rowland L - Strategic
North Carolina Highway Patrol

January - 31 - 2011

DEPARTMENT OF THE ARMY
WILMINGTON DISTRICT, CORPS OF ENGINEERS
69 DARLINGTON AVENUE
WILMINGTON, NORTH CAROLINA 28403-1343

REPLY TO ATTENTION OF:

March 23, 2011

Executive Office

Ms. Sandra Carroll-Williams
ES&J Enterprises, Inc.
1555 Holland Road
Autryville, North Carolina 28318

Dear Ms. Carroll-Williams:

I take great pleasure in forwarding to you Wilmington District Safety Certificates of Merit. The certificates are in recognition of your staff completing the following projects with incurring any lost workday injuries:

Task Order Number 3, Contract Number W912HN-06-D-0015, Cofferdam at Spillway 1, Eagle Island

Task Order Number 4, Contract Number W912HN-06-D-0015, Demolish Concrete Cradle and Rebuild Failed Dike, Eagle Island

Task Order Number 5, Contract Number W912HN-06-0015, Environmental Restoration, Eagle Island

Task Order DQ 1, Contract Number W912HN-06-D-0015, Raise Cell 1, Eagle Island

The work accomplished by Task Orders 3, 4, and 5 was critical for scheduled maintenance dredging of Wilmington Harbor. Your staff's attention to accident prevention contributed greatly to the successful completion of these task orders. Please convey my congratulations and gratitude to your entire staff for a job well done.

Keep up the good work!

CONGRATULATIONS !

Sincerely,

Jefferson M. Ryscavage
Colonel, U.S. Army
District Engineer

DEPARTMENT OF THE ARMY
WILMINGTON DISTRICT, CORPS OF ENGINEERS
69 DARLINGTON AVENUE
WILMINGTON, NORTH CAROLINA 28403-1343

REPLY TO ATTENTION OF

February 4, 2010

Safety and Occupational
Health Office

Ms. Sandra Carroll-Williams
ES&J Enterprises, Inc.
1555 Holland Road
Autryville, NC 28318

Dear Ms. Carroll-Williams:

It gives me great pleasure to forward to you a Wilmington District Certificate of Merit for not incurring any lost workday injuries during Fiscal Years 2008 and 2009 for service during Contract Number W912HN-07-C-0054, Eagle Island Dike 2008, Wilmington, North Carolina.

Your attention to accident prevention is greatly affecting the timely completion of this project. Please congratulate your entire staff for a job well done!

Sincerely,

Jefferson M. Ryscavage
Colonel, U.S. Army
District Commander

DEPARTMENT OF THE ARMY
WILMINGTON DISTRICT, CORPS OF ENGINEERS
69 DARLINGTON AVENUE
WILMINGTON, NORTH CAROLINA 28403-1343

REPLY TO ATTENTION OF

December 15, 2008

Safety and Occupational
Health Office

Ms. Sandra Carroll-Williams
ES&J Enterprises, Inc.
1555 Holland Road
Autryville, NC 28318

Dear Ms. Carroll-Williams:

It gives me great pleasure to forward to you two Wilmington District Certificate of Merit for not incurring any lost workday injuries during Fiscal Year 2008 for service during Contract Number W912HN-07-C-0054, Eagle Island Dike 2008, Wilmington, North Carolina.

Your attention to accident prevention is greatly affecting the timely completion of this project. Please congratulate your entire staff for a job well done!

Sincerely,

Jefferson M. Ryscavage
Colonel, U.S. Army
District Commander

DEPARTMENT OF THE ARMY
WILMINGTON DISTRICT, CORPS OF ENGINEERS
P.O. BOX 1890
WILMINGTON, NORTH CAROLINA 28402-1890

REPLY TO ATTENTION OF

October 31, 2007

Safety and Occupational
Health Office

Ms. Sandra Carroll-Williams
ES&J Enterprises, Inc.
1555 Holland Road
Autryville, NC 28318

Dear Ms. Carroll-Williams:

It gives me great pleasure to forward to you two Wilmington District Certificates of Merit for not incurring any lost workday injuries for service during Contract Number W912HN-07-D-0015, Task Orders Numbers 1 and 2, Disposal Area Maintenance, Eagle Island, Wilmington Harbor, North Carolina.

Your attention to accident prevention greatly affected timely completion of the mission. Please congratulate your entire staff for a job well done!

Sincerely,

Well done!
Thanks!

John E. Pulliam, Jr.
Colonel, U.S. Army
District Commander

NEW HANOVER COUNTY
DEPARTMENT OF ENVIRONMENTAL MANAGEMENT
3002 US HIGHWAY 421 NORTH
Wilmington, NC 28401-9008
Telephone: (910) 798-4400 • Fax (910) 798-4408
EMail Address: jsuleyman@nhcgov.com

JOE SULEYMAN
Director of Environmental Management

October 17, 2017

Ms. Angie Ramsey
Cameron M. Harris & Company
6400 Fairview Road
Charlotte, NC 28210

RE: ES&J Project Performance

Dear Ms. Ramsey,

I was my distinct pleasure to work with ES&J on a recent $2.2 million cell closure project at the New Hanover County landfill. This project was easily the most well-executed construction project I have ever managed in my 18 years in the waste industry spanning 4 states. ES&J's management and staff were extremely professional, detail-oriented, and thorough. I would place them in the top 5% of all contractors we have worked with at the site and would welcome the opportunity to work with them again.

If you have any questions regarding ES&J's recent work with New Hanover County, please do not hesitate to contact me any time.

Regards,

Joe Suleyman
Director
New Hanover County
Department of Environmental Management

BB&T

Branch Banking & Trust Co.

307 Main St.
P.O. Box 299
Newton Grove, NC 28366

January 3, 2017

Town of North Topsail Beach
RTP No. NTB-16-001
Attention: Carin Faulkner, Asst. Town Manager

Re: E S & J Enterprises, Inc.

Dear Ms. Faulkner:

Please accept this letter of reference on behalf of our valued client E S & J Enterprises, Inc. This company is very well managed and very creditworthy. They have had a credit relationship with BB&T for nearly 20 years and our experience with them has been excellent. Their bank account balances have averaged in the low-to-min six figures. They also have a line of credit available to draw on should the need arise which has been in place since 2002. The company is considered to be very stable financially and in good standing with BB&T. Their loans have performed extremely well and we highly value their business relationship. Thank you for your consideration of the bid from our outstanding client, E S & J.

Please do not hesitate to call with any further questions.

Sincerely,

Patrick T Nobles
Sr Vice President
910-299-1108

SMITH GARDNER

January 2, 2017

Ms. Carin Faulkner
Assistant Town Manager
Town of North Topsail Beach, North Carolina

RE: Repair of Storm Damaged Berm and Dune Maintenance
Town of North Topsail Beach, North Carolina RFP No. NTB-16-004
Reference for ES&J Enterprises, Inc.

Dear Ms. Faulkner:

Smith Gardner, Inc. (S+G) has worked with ES&J Enterprises, Inc. (ES&J) on a number of construction projects since 2002. The majority of these projects have been related to the Johnston County Landfill facility. On each occasion, ES&J worked very efficiently, all final inspections and test results met or exceeded project requirements, and the project was completed within schedule and budget requirements. Based on our experience, ES&J is fully capable in performing all types of earthwork, meeting a schedule, and adhering to environmental rules and requirements.

Please contact me if you should have any further questions regarding our experience with ES&J.

Sincerely,
SMITH GARDNER, INC.

Pieter K. Scheer, P.E.
Vice President, Senior Engineer
pieter@smithgardnerinc.com

cc: File

REFERENCE QUESTIONNAIRE FOR PREQUALIFICATION

Contractor Wishing to Prequalify: ES&J Enterprises, Inc. NCGL Lic# 28994
Address: 1555 Holland Road
Autryville, NC 28318

Type of work performed with which you are familiar: Application #100001364
Pond + Dam Repairs
Grading, Earthwork, Erosion Control, RCP Piping, Seeding

	Above Average	Average	Below Average
Progress of such work	✓		
Quality of such work	✓		
Supervision	✓		
Adequacy of personnel	✓		
Adequacy of equipment	✓		
Maintenance of traffic	✓		
Cooperation with stakeholders	✓		
Payment of due bills for labor and materials	✓		

Approximate dollar amount of largest contract: $ 1.5 million
Date work was completed by Contractor: June 2019
Comparison with other contractors performing similar work:

☑ Above Average ☐ Average ☐ Below Average

Remarks
Great communication during project, made quick adjustments due to unusual weather conditions (Hurricane)

Date: 5/4/2020 By: [signature] Signature

Company: Moffatt, Kiser & Reitter, Inc. Title: Vice President

Email to: Prequal@nccdot.gov

REFERENCE QUESTIONNAIRE FOR
PREQUALIFICATION

Contractor Wishing to Prequalify: ES&J Enterprises, Inc. NC&G Lic# 28994
Address: 1555 Holland Road
Autryville, NC 28318

Type of work performed with which you are familiar Application #1000012364
Contaminated Soil trans + dispose

	Above Average	Average	Below Average
Progress of such work	X		
Quality of such work	X		
Supervision	X		
Adequacy of personnel	X		
Adequacy of equipment	X		
Maintenance of traffic	X		
Cooperation with stakeholders	X		
Payment of due bills for labor and materials	X		

Approximate dollar amount of largest contract: $ 40K - 50K
Date work was completed by Contractor: 3/15/2020
Comparison with other contractors performing similar work:

☒ Above Average ☐ Average ☐ Below Average

Remarks
Honest, Dependable, Trustworthy Company

Date: 5/5/2020 By: [signature] Signature

Company: J&H II INC. Title: President

Email to: Prequal@ncdot.gov

PWC

DARSWELL L. ROGERS, COMMISSIONER
WADE R. FOWLER, COMMISSIONER
MICHAEL G. LALLIER, COMMISSIONER
EVELYN O. SHAW, COMMISSIONER
DAVID W. TREGO, CEO/GENERAL MANAGER

PUBLIC WORKS COMMISSION
OF THE CITY OF FAYETTEVILLE
ELECTRIC & WATER UTILITIES

955 OLD WILMINGTON RD
P.O. BOX 1089
FAYETTEVILLE, NORTH CAROLINA 28302-1089
TELEPHONE (910) 483-1401
WWW.FAYPWC.COM

January 12, 2016

Ms. Sandra Caroll-Williams
ES&J Enterprises, Inc.
1555 Holland Road
Autryville, NC28318

Subject: Letter of Recommendation – Repair of Storm Damaged Berm & Dune Maintenance, Town of North Topsail Beach, NC

Dear Ms. Caroll-Williams:

This letter serves as a letter of recommendation for ES&J Enterprises, Inc. (ES&J). ES&J has been performed construction services to the Public Works Commission (PWC) including utility, dirt management, and paving work. They are currently under contract to dredge the Cape Fear River to remove sediment buildup around PWC's Raw Water Intake structures.

Services provided under this contract include obtaining US Corp of Engineers (USACE) and NC Department of Environmental Quality (NCDEQ) permits, dredging of the Cape Fear River, construction of dirt berm to serve as a sediment basin, and removal of the sediment from the site. ES&J was able to efficiently obtain the environmental permits from USACE and NCDEQ and followed the requirements set forth in the permits throughout the work. The dredging work occurred during a period of heavy rain causing the river to rise and fall several times over the course of the dredging work. Even with the difficult weather and river conditions, ES&J still managed to complete the work ahead of schedule. The construction of the berm and sediment basin was of sufficient quality that PWC requested that it be left in place after completion of the project for future use. The sediment that has been dredged from the river has been pumped into the sediment basin and moved to a central collection point. ES&J is currently waiting on PWC to obtain the results of the spoil testing to remove the sediment from the site.

ES&J has completed all of the assigned work in accordance with PWC's specifications and requirements. Should any warranty issues arise, ES&J promptly completes the necessary repairs without complaint. The personnel of ES&J have acted in a courteous and professional manner.

DARSWELL L ROGERS, COMMISSIONER
WADE R FOWLER, COMMISSIONER
MICHAEL G. LALLIER, COMMISSIONER
EVELYN O. SHAW, COMMISSIONER
DAVID W. TREGO, CEO/GENERAL MANAGER

PUBLIC WORKS COMMISSION
OF THE CITY OF FAYETTEVILLE

ELECTRIC & WATER UTILITIES

955 OLD WILMINGTON RD
P.O. BOX 1089
FAYETTEVILLE, NORTH CAROLINA 28302 1089
TELEPHONE (910) 483-1401
WWW.FAYPWC.COM

PWC considers ES&J a qualified contractor with regards to the construction of berms, moving and management of dirt, adherence to environmental rules, and meeting project schedules.

Please contact me at (910) 223-4785 if you have any questions or require additional information.

Sincerely,
PUBLIC WORKS COMMISSION

James R. Michel, P.E.
Project Engineer
Water Resources Engineering

cc: Project file

TALBERT & BRIGHT

May 22, 2013

Mr. David Page
ES&J Enterprises, Inc.
1555 Holland Road
Autryville, North Carolina 28318

RE: Wilmington International Airport
Kerr Avenue - Security Fencing
TBI No. 3301-1102

Dear Mr. Page:

Enclosed please find the fully executed final change order for the project. The Kerr Avenue Security Fencing project was successfully completed within budget. We enjoyed working with ES&J Enterprises, Inc. on this project and look forward to working with you again in the future.

Yours truly,

M. Robin Austin, PE
Project Manager

ES&J ENTERPRISES INC.
North Carolina Licensed General Contractor
1555 Holland Road
Autryville, NC 28318
(910) 567-6138 / (910) 567-2891 fax
"Commit thy works unto the Lord, and thy thoughts shall be established" Prov. 16:3
MBE, WBE, HUBZone Certified
NC License # 28994

July 1, 2025

Cumberland County Public Utilities Department
Attn: Ann Hall
698 Ann Street
Fayetteville, NC 28301

Subject: **D. Technical Approach**

1. See Attachment #1
2. See Attachment #2

Sincerely,

Sandra C. Carroll-Williams
President
ES&J Enterprises, Inc.

Attachment #1

ES&J ENTERPRISES INC.
North Carolina Licensed General Contractor
1555 Holland Road
Autryville, NC 28318
(910)567-6138 / (910)567-2891 fax
DBE, WBE, HUB Certified
NC License # 28994

ES&J is more than qualified to perform scheduled maintenance and/or repairs of water main, sewer, or drainage lines. We can provide dewatering, bypass pumping, welding traditional and fusion.

President
ES&J

Attachment #2

ES&J ENTERPRISES INC.
North Carolina Licensed General Contractor
1555 Holland Road
Autryville, NC 28318
(910)567-6138 / (910)567-2891 fax
DBE, WBE, HUB Certified
NC License # 28994

ES&J is located approximately 15 miles east of downtown Fayetteville. We are prepared to mobilize for after-hours emergencies. We have adequate low-boys, equipment, and employees to react quickly in an emergency after hours.

President
ES&J

ES&J ENTERPRISES INC.
North Carolina Licensed General Contractor
1555 Holland Road
Autryville, NC 28318
(910)567-6138 / (910)567-2891 fax
DBE, WBE, HUB Certified
NC License # 28994

July 1, 2025

Re: Completed Construction Projects

New Hanover County Landfill Cells 7 & 10A Partial Closure Phase 2
Owner: New Hanover County
Engineer: SCS Engineering
Contract Amount: $3,978,052.00
Date of Completion: June 2025
Contact Person:
Joe Suleyman 910-798-4403
jsuleyman@nhcgov.com
Joe Suleyman, NHC Environmental Director
New Hanover County
3002 US Hwy 421N
Wilmington, NC 28401

Neville Street Drainage Improvements
Owner: City of Fayetteville
Engineer: City of Fayetteville
Contract Amount: $1,820,997.80
Date of Completion: November 2024
Contact Person:
Byron Reeves, PE 910-433-1301
byronreeves@fayettevillenc.gov
The City of Fayetteville
433 Hay Str.
Fayetteville, NC 28301

New Hanover County Landfill Construction Cells 11-12A
Owner: New Hanover County
Engineer: SCS Engineering
Contract Amount: $6,846,000.00
Date of Completion: July 2023
Contact Person:
Matt Brokaw, PE 919-604-4342
mbrokaw@scsengineers.com
SCS Engineering
3801 Lake Boone Trail, Suite 410
Raleigh, NC 27607

New Hanover County Landfill Closure Cells 7-8A
Owner: New Hanover County
Engineer: SCS Engineering
Contract Amount: $2,704,000.00
Date of Completion: January 2023
Contact Person:
Joe Suleyman 910-798-4403
jsuleyman@nhcgov.com
Joe Suleyman, NHC Environmental Director
New Hanover County
3002 US Hwy 421N
Wilmington, NC 28401

Maiden Lane Sanitary Sewer&Water Replacement Phase II
Owner: PWC of the City of Fayetteville
Engineer: PWC of the City of Fayetteville
Contract Amount: $1,660,680.50
Date of Completion: October 2021
Contact Person:
Sam Powers, PE 910-223-4370
sam.powers@faypwc.com
PWC of Fayetteville
955 Old Wilmington Rd.
Fayetteville, NC 28301

North Fayetteville Carvers Creek 24" Outfall Sewer
Owner: PWC City of Fayetteville
Engineer: MKR
Contract Amount: $3,927,912.00
Date of Completion: March 2020
Contact Person:
John Allen, PE 910-263-5212
john.allen@faypwc.com
PWC of Fayetteville
955 Old Wilmington Rd.
Fayetteville, NC 28301

Crown Pond Repairs
Owner: Cumberland County Engineering & Inf. Dept
Engineer: MKR
Contract Amount: $1,422,677.50
Date of Completion: July 2019
Contact Person:
Jimmy Kizer, PE 910-484-5191
jkizerjr@mkrinc.com
MKR, Inc.
115 Broadfoot Ave.
Fayetteville, NC 28305

Substation Ut. Bridge Washout Bank Restoration
Owner: PWC of the City of Fayetteville
Engineer: PWC of the City of Fayetteville
Contract Amount: $695,200.00
Date of Completion: September 2018
Contact Person:
Matt Allen, PE 910-223-4512
matt.allen@faypwc.com
PWC of Fayetteville
955 Old Wilmington Rd.
Fayetteville, NC 28301

Cumberland Co. Storm Debris Removal from Creeks
Owner: Cumberland County
Engineer: Cumberland County
Contract Amount: $495,000.00
Date of Completion: April 2018
Contact Person:
Jeffrey Brown, PE 910-678-7813
jbrown@co.cumberland.nc.us
Cumberland County Engineering
130 Gillespie Str. Room# 214
Fayetteville, NC 28301

COMPANY NAME	CONTACT NAME	TELEPHONE NUMBER	EMAIL ADDRESS
* Already Attached			

5. CONTRACT TERMS AND CONDITIONS

5.1 IRAN DIVESTMENT ACT

As provided in N.C.G.S. 147-86.55-69, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the North Carolina State Treasurer pursuant to G.S. 147-86.57(6) c, is ineligible to contract with the County of North Carolina or any political subdivision of the COUNTY.

5.2 E-VERIFY

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

5.3 DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL

The CONTRACTOR certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81. It is the responsibility of each CONTRACTOR to monitor compliance with this restriction. Contracts valued at less than $1,000.00 are exempt from this restriction.

5.4 CONTRACT CHANGES

Contract changes, if any, over the life of the contract shall be implemented by contract amendments agreed to in writing by the COUNTY and CONTRACTOR. The COUNTY of Cumberland shall not be liable to CONTRACTOR for any expenses paid or incurred by CONTRACTOR, unless otherwise agreed in writing.

5.5 CONTRACT TERM

The COUNTY intends to enter into a three (3) year contract, beginning on the date of contract award (the "Effective Date"), with the option to extend the contract for one (1) additional two (2) year term upon mutual agreement of both parties.

5.6 RECORDS

The CONTRACTOR awarded this contract shall maintain adequate records to document and justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion of the contract resulting from this RFP. The COUNTY shall have access to all records, documents and information collected and/or maintained by others in the course of the administration of this contract. This information shall be made accessible at the CONTRACTOR's place of business to the COUNTY, including the Comptroller's Office and/or its designees, for purposes of inspection, reproduction and audit without limitation or restriction.

√

5.7 RESPONSE TIMELINE

The General Manager for Natural Resources or his/her designee will notify the CONTRACTOR to place them on alert status to be prepared to move into the Cumberland County area within 2 hours after receipt of an emergency repair. For scheduled maintenance and repair, the County and Contractor shall negotiate the appropriate response.

5.8 WRITTEN NOTICE TO PROCEED

The COUNTY shall issue a written notice to proceed for work via email pursuant to this contract. *The notice shall be sent via facsimile or email and followed by regular mail.* Under no circumstances shall the COUNTY be liable for any work performed unless the written notice to proceed has been sent and received by the CONTRACTOR. CONTRACTOR must acknowledge receipt of the written notice to proceed prior to proceeding.

5.9 APPROPRIATION OF FUNDS

The parties intend that contractual performances by either party beyond the first fiscal year after the execution of this agreement be contingent upon the continued funding and appropriation by the COUNTY Board of Commissioners. Therefore, the parties agree that services provided and payment due under this agreement will be provided upon a year-to- year basis contingent upon continued funding and appropriation. The fiscal year for Cumberland County begins on July 1 and ends June 30th.

5.10 PRICING

Proposal price shall constitute the total cost for complete performance in accordance with the requirements and specifications herein, including all applicable charges handling, administrative and other similar fees. CONTRACTOR shall not invoice for any amounts not specifically allowed for in this RFP.

Cost shall be all inclusive.

5.11 INVOICES

a) Invoices must be submitted to the following address:

Cumberland County Solid Waste & Public Utilities Department

Attn: Amanda Cummings

698 Ann Street

Fayetteville, NC 28301

b) Any applicable taxes shall be invoiced as a separate item.

5.12 PAYMENT TERMS

The CONTRACTOR will be paid net thirty (30) calendar days after the CONTRACTOR'S invoice is approved by the COUNTY.

5.13 PAYMENT SCHEDULE

The COUNTY, or its authorized agent, will monitor, verify, and document the completion of all work. The CONTRACTOR will be provided with copies of this documentation. These documents will be used by the CONTRACTOR as back-up for invoice submittals. No approvals will be made for work not ticketed or not authorized by the COUNTY.

Invoices must be submitted to the COUNTY with a hard copy of the invoice and an electronic copy of the invoice detail. The invoice detail must consist of a tabular report listing of all information. Invoice detail submittals will be checked against COUNTY records. COUNTY records are the basis of all payment approvals.

No separate payment will be made for mobilization and demobilization operations unless for emergency repair upcharge. These costs are to be included in the respective unit prices bid for scheduled maintenance and repair and will not be adjusted.

Payment for disposal cost incurred by the CONTRACTOR at permitted disposal facilities will be made at the cost incurred by the CONTRACTOR. CONTRACTOR must submit a copy of the invoice received by the disposal facility,

an electronic copy tabulating all scale or load tickets issued by the disposal facility, and proof of CONTRACTOR payment to the disposal facility.

Contractor must submit final invoice within thirty (30) days of completion of scope of work.

5.14 FINANCIAL STABILITY

CONTRACTOR warrants that it has the financial capacity to perform and to continue perform its obligations under the contract; that CONTRACTOR has no constructive or actual knowledge of an actual or potential legal proceeding being brought against CONTRACTOR that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

5.15 APPLICABLE FEMA CLAUSES

Whether specified explicitly or not, this contract shall incorporate herein all applicable clauses established in 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses, attached and incorporated herein as ***Attachment G.*** **To ensure compliance with all federal contract requirements, additional contract terms and conditions may be added to the final executed contract by the County.** If any applicable federal terms are modified during the contract period, such requirements shall be incorporated herein.

5.16 LICENSE, PERMITS AND CERTIFICATIONS

All licenses, permits, and certificates required for and in connection with any and all parts of the work to be performed under the provisions of the Contract Documents shall be secured by the CONTRACTOR entirely at its own expense.

5.17 COMPLIANCE WITH LAWS

CONTRACTOR shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and its performance in accordance with this contract, including those of federal, state, and local agencies having jurisdiction and/or authority.

5.18 SAFETY

CONTRACTOR shall be solely responsible for maintaining safe working conditions and practices at all work sites. CONTRACTOR shall take all reasonable steps to ensure safety for both workers and visitors to the site(s) to include traffic control. CONTRACTOR will also be solely responsible to ensure that all OSHA requirements are met and a safety officer assigned to the project for the duration of this contract.

5.19 WORK SCHEDULE

Monday through Saturday, the Contract hours shall be 6:00 AM through 5:00 PM. Work that occurs during these hours are considered scheduled maintenance. Work authorized outside of these hours is considered emergency work and subject to a mobilization fee. No work outside these hours shall be allowed unless approved in advance by the COUNTY. This is subject to change upon agreement by the COUNTY.

5.20 INSURANCE:

Providing and maintaining adequate insurance coverage is a material obligation of the CONTRACTOR and is of the essence of this Contract. All such insurance shall meet all laws of the County of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The CONTRACTOR shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Contract. The limits of coverage under each insurance policy maintained by the CONTRACTOR shall not be interpreted as limiting the CONTRACTOR'S liability and obligations under the Contract. During the term of the Contract, the CONTRACTOR at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract.

5.21 GENERAL INDEMNITY

The CONTRACTOR shall hold and save the COUNTY, its officers, agents, and employees, harmless from liability of any

kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the CONTRACTOR in the performance of this Contract and that are attributable to the negligence or intentionally tortious acts of the CONTRACTOR provided that the CONTRACTOR is notified in writing within 30 days that the COUNTY has knowledge of such claims. The CONTRACTOR represents and warrants that it shall make no claim of any kind or nature against the COUNTY's agents who are involved in the delivery or processing of CONTRACTOR goods or services to the COUNTY. The representation and warranty in the preceding sentence shall survive the termination or expiration of this Contract.

During the term of the Contract, the CONTRACTOR at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract.

5.22 NON-WAIVER OF RIGHTS

The COUNTY'S failure to insist upon the strict performance of any provision of this contract or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any rights under this contract

5.23 ENTIRE CONTRACT

The contract formally entered into by the parties after the vendor is selected constitutes the entire understanding of the parties. In the event of a conflict between the COUNTY'S contract terms and the CONTRACTOR'S contract terms, the COUNTY'S terms shall be the overriding determining factor.

5.24 OTHER LAWS AND REGULATIONS

CONTRACTOR will comply with any and all applicable federal, state, and local standards, regulation, laws, statutes and ordinances regarding toxic, hazardous and solids wastes and any other pollutants: public and private nuisances: health or safety: and zoning, subdivision or other land use controls. CONTRACTOR will take all reasonably necessary, proper or required safety, preventative and remedial measures in accordance with any and all relations and directives from the North Carolina Department of Human Resources, the United States Environmental Protection Agency, Occupational Safety and Health Administration (OSHA), the North Carolina Department of Environment and Natural Resources, Health Departments, and any other federal, state or local agency having jurisdiction, to insure the prompt prevention or cessation (now or in the future) of violations of either the applicable provisions of such standards, regulations, laws, statutes, and ordinances or any permits or conditions issued thereunder. CONTRACTOR will indemnify and hold harmless the COUNTY for CONTRACTOR's failure or neglect to comply with its obligations under this section.

5.25 ASSIGNMENT AND SUBCONTRACTING

The CONTRACTOR shall not assign or subcontract the work, or any part thereof, without the previous consent of Cumberland County, nor shall it assign, by power of attorney, operation of law, or otherwise, any moneys payable under the Contract without prior written consent of the COUNTY. CONTRACTOR has no authority to enter into contracts on behalf of COUNTY.

If the CONTRACTOR proposes to subcontract work in this Project, the subcontractor and the activity in this project are to be identified in the proposal. CONTRACTOR shall perform at least 50% of work. All subcontractors must be approved by the COUNTY and must conform to and comply with the same terms, standards and specifications applicable to the contracting firm.

The CONTRACTOR shall be fully responsible and accountable to the COUNTY for the acts and omissions of its subcontractors, and of persons directly or indirectly employed by him.

5.26 CONTRACT CANCELLATION

Termination of this contract shall be in accordance with the *Termination Clause* contained in *Attachment G.*

5.27 INDEPENDENT CONTRACTOR

The relationship of the CONTRACTOR to the COUNTY shall be that of an independent CONTRACTOR.

5.28 LAWS AND ORDINANCES

The contract will be governed by North Carolina law.

5.29 COMPLIANCE WITH LAWS

CONTRACTOR shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and its performance in accordance with this contract, including those of federal, state, and local agencies having jurisdiction and/or authority.

5.30 PUBLIC OR PRIVATE PROPERTY DAMAGE

CONTRACTOR shall be responsible for all damage, injury, or loss to any property.

CONTRACTOR shall restore all disturbed areas to their original condition, including re-grading, use of rye grass and permanent grass, and any other means determined to be necessary.

CONTRACTOR failure to restore damage to public or private property to the satisfaction of the COUNTY will result in the COUNTY withholding retainage money in an amount sufficient to make necessary repairs.

5.31 DISPUTE RESOLUTION

CONTRACTOR and COUNTY shall attempt to resolve conflicts or disputes under this Agreement in a fair and reasonable manner. If an informal resolution cannot be achieved to attempt to mediate the conflict between the CONTRACTOR and the COUNTY, all litigation shall be commenced in the appropriate division of the General Court of Justice in Cumberland County, North Carolina.

5.32 OTHER MUNICIPALITIES

The County may provide assistance through this contract to municipalities located within the County of Cumberland.

5.33 RETAINAGE

Retainage shall be held in accordance with North Carolina General Statute 143-143.1. All records required for FEMA reimbursement shall be attached to any partial pay request. Payment will not be processed without this documentation.

5.34 PENALTIES

CONTRACTOR is subject to a decrease of mileage fee by 50% if sites are missed on the first pass through.

5.35 CONTRACTOR REPRESENTATIONS

CONTRACTOR warrants that qualified personnel shall provide services under this Contract in a professional manner. "Professional manner" means that the personnel performing the services will possess the skill and competence consistent with the prevailing business standards in the industry. CONTRACTOR agrees that it will not enter any agreement with a third party that may abridge any rights of the COUNTY under this Contract.

If any services, deliverables, functions, or responsibilities not specifically described in this Contract are required for CONTRACTOR'S proper performance, provision and delivery of the service and deliverables under this Contract, or are an inherent part of or necessary sub-task included within such service, they will be deemed to be implied by and included within the scope of the contract to the same extent and in the same manner as if specifically described in the contract. Unless otherwise expressly provided herein, CONTRACTOR will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the CONTRACTOR to provide and deliver the Services and Deliverables.

CONTRACTOR certifies that it has not previously or currently:

a. Had any criminal felony conviction, or conviction of any crime involving moral turpitude, including, but not limited to fraud, misappropriation or deception, of CONTRACTOR, its officers or directors, or any of its employees or other personnel to provide services on this project, of which CONTRACTOR has knowledge.

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b. Had any regulatory sanctions levied against CONTRACTOR or any of its officers, directors or its professional employees expected to provide services on this project by any governmental regulatory agencies within the past three years. As used herein, the term "regulatory sanctions" includes the revocation or suspension of any license or certification, the levying of any monetary penalties or fines, and the issuance of any written warnings.

c. Had any civil judgments against CONTRACTOR during the three (3) years preceding submission of its proposal herein.

Any personnel or agent of the CONTRACTOR performing services under any contract arising from this RFP may be required to undergo a background check at the expense of the CONTRACTOR, if so requested by the COUNTY.

The COUNTY may, in its sole discretion, terminate the services of any person providing services under this Contract. Upon such termination, the COUNTY may request acceptable substitute personnel or terminate the contract services provided by such personnel.

Attachments to this RFP begin on the next page.

ATTACHMENT A: INSTRUCTIONS TO VENDORS

1. **READ, REVIEW AND COMPLY:** It shall be the vendor's responsibility to read this entire document, review all enclosures and attachments, and any addenda thereto, and comply with all requirements specified herein, regardless of whether appearing in these Instructions to vendors or elsewhere in this RFP document.

2. **LATE PROPOSALS**: Late proposals, regardless of cause, will not be opened or considered, and will automatically be disqualified from further consideration. It shall be the vendor's sole responsibility to ensure delivery at the designated office by the designated time.

3. **ACCEPTANCE AND REJECTION:** The County reserves the right to reject any and all proposals, to waive minor informality in proposals and to reject proposal with non-minor informalities, based on the sole discretion of the County.

4. **EXECUTION:** Failure to sign EXECUTION PAGE in the indicated space will render proposal non-responsive, and it shall be rejected.

5. **GIFTS:** Gifts and favors to the County of any kind in any amount are prohibited.

6. **SUSTAINABILITY**: To support the sustainability efforts of the County of Cumberland we solicit your cooperation in this effort. All copies of the proposal are printed double-sided.

7. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143-48 and Executive Order #150 (1999), the County invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.

8. **INFORMAL COMMENTS:** The County shall not be bound by informal explanations, instructions or information given at any time by anyone on behalf of the County during the competitive process or after award. The County is bound only by information provided in this RFP and in formal Addenda issued through the State's IPS and the County's Vendor Self Service website.

9. **COST FOR PROPOSAL PREPARATION:** Any costs incurred by vendor in preparing or submitting offers are the Vendor's sole responsibility; the County of Cumberland will not reimburse any vendor for any costs incurred.

10. **VENDOR'S REPRESENTATIVE:** Each vendor shall submit with its proposal the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm's proposal.

11. **SUBCONTRACTING:** The Contractor shall not assign or subcontract the work, or any part thereof, without the previous consent of Cumberland County, nor shall it assign, by power of attorney, operation of law, or otherwise, any moneys payable under the Contract without prior written consent of the County.

    If the vendor proposes to subcontract work in this project, the subcontractor and the activity in this project are to be identified in the proposal.

    All subcontractors must be approved by the County and must conform to and comply with the same terms, standards and specifications applicable to the contracting firm.

    The vendor shall be fully responsible and accountable to the County for the acts and omissions of its subcontractors, and of persons directly or indirectly employed by him.

12. **INSPECTION AT VENDOR'S SITE:** The County reserves the right to inspect, at a reasonable time, the

equipment/item, plant or other facilities of a prospective vendor prior to Contract award, and during the Contract term as necessary for the County determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the Contract.

13. **AFFIRMATIVE ACTION**: The vendor will take affirmative action in complying with all Federal and County requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability.

14. **VENDOR REGISTRATION**: Vendors are not required to register as a vendor in our system in order to submit a bid; however, registration is recommended so that vendor information is available for future opportunities. New vendors can register by visiting the following URL: https://ccmunis.co.cumberland.nc.us/vss/Vendors/default.aspx .

This Space is Intentionally Left Blank

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ATTACHMENT B: EXECUTION OF PROPOSAL

EXECUTION

In compliance with this Request for Proposal (RFP), and subject to all the conditions herein, the undersigned vendor offers and agrees to furnish and deliver any or all items/services upon which prices are proposed. By executing this proposal, the undersigned vendor certifies that this proposal is submitted competitively and without collusion, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible from covered transactions by any Federal or State department or agency. Furthermore, the undersigned vendor certifies that it and its principals are not presently listed on the Department of State Treasurer's Final Divestment List as per N.C.G.S 147-86.55-69.

The potential Contractor certifies and/or understands the following by placing an "X" in all blank spaces:

X — The County has the right to reject any and all proposals or reject specific proposals with deviated/omitted information, based on the County's discretion if the omitted information is considered a minor deviation or omission. The County will not contact vendors to request required information/documentation that is missing from a proposal packet. Additionally, if the County determines it is in its best interest to do so, the County reserves the right to award to one or more vendors and/or to award only a part of the services specified in the RFP.

X — This proposal was signed by an authorized representative of the Contractor.

X — The potential Contractor has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.

X — All labor costs associated with this project have been determined, including all direct and indirect costs.

X — The potential Contractor agrees to the conditions as set forth in this RFP with no exceptions.

X — Selection of a contract represents a preliminary determination as to the qualifications of the vendor. Vendor understands and agrees that no legally binding acceptance offer occurs until the Cumberland County Board of Commissioners, or its designee, executes a formal contract and/or purchase order.

Therefore, in compliance with the foregoing RFP, and subject to all terms and conditions thereof, the undersigned offers and agrees to furnish the services for the prices quoted within the timeframe required. Vendor agrees to hold firm offer through contract execution.

Failure to complete, execute/sign (E-signature or handwritten) proposal prior to submittal shall render the proposal invalid and it WILL BE REJECTED.

VENDOR: ES+J Enterprises, Inc.		
STREET ADDRESS: 1555 Holland Road	P.O. BOX:	ZIP: 28318
CITY & COUNTY & ZIP: Autryville, NC 28318	TELEPHONE NUMBER: (910) 567-6138	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #10):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR: Sandra C. Carroll-Williams, President		FAX NUMBER: (910) 567-2891
VENDOR'S AUTHORIZED SIGNATURE:	**DATE:** 7-1-25	EMAIL: sandyc@esandj.com

ATTACHMENT C: PROPOSAL COST

1. Name of Company submitting bid ES+J Enterprises, Inc.
2. All hourly cost for times, materials, and labor shall include mobilization costs.
3. Emergency work outside normal business hours is subject to a 2% upcharge.
4. A work order estimate approved by the General Manager for Natural Resources is required prior to performing scheduled maintenance and repairs. The max amount of an individual work order for repair shall not exceed $30,000.
5. The annual NOT TO EXCEED cost for this contract is $100,000 for Public Utilities and $125,000 for Solid Waste.

ES+J Enterprises, Inc.

SCHEDULE 2 – HOURLY EQUIPMENT AND LABOR PRICE SCHEDULE

Location: Cumberland County, NC

Regular Hours: from 7 : 00 AM to 5 : 00 PM

Emergency Hours: from 5 : 01 PM to 6 : 59 AM

Combined: from ___ : ___ AM to ___ : ___ PM or 24 hrs

Equipment Type * – Ref. to Section 4.1 Q	Regular Hours Cost/Hr	Emergency Hours Cost/Hr	Combined
Trackhoe	$ 300.00	$ 600.00	$ 900.00
Bulldozer	$ 300.00	$ 600.00	$ 900.00
Loader	$ 200.00	$ 400.00	$ 600.00
Backhoe	$ 200.00	$ 400.00	$ 600.00
Roller	$ 200.00	$ 400.00	$ 600.00
Trench box	$ 50.00	$ 100.00	$ 150.00
mud hog	$ 50.00	$ 100.00	$ 150.00
Lowboy	$ 300.00	$ 600.00	$ 900.00
Service truck	$ 200.00	$ 400.00	$ 600.00
Regular truck	$ 150.00	$ 300.00	$ 450.00
Up to 8" Fusion	$ 750.00	$ 1500.00	$ 2,250.00

Labor Category *	Hourly Labor Rate	Emergency Labor Rate
Superintendent	$ 150.00	$ 300.00
Foreman	$ 125.00	$ 250.00
Equipment operator	$ 100.00	$ 200.00
Pipe Layer	$ 75.00	$ 150.00
Laborer	$ 50.00	$ 100.00

* The above pricing does not include materials.

ATTACHMENT D: CERTIFICATION OF FINANCIAL CONDITION

Name of Vendor: E S & J Enterprises, Inc.

The undersigned hereby certifies that: [check all applicable boxes]

☒ The vendor is in sound financial condition and, if applicable, has received an unqualified audit opinion for the latest audit of its financial statements.

Date of latest audit: 9-30-2024

☒ The vendor has no outstanding liabilities, including tax and judgment liens, to the Internal Revenue Service or any other government entity.

☒ The vendor is current in all amounts due for payments of federal and County taxes and required employment-related contributions and withholdings.

☒ The vendor is not the subject of any current litigation or findings of noncompliance under federal or County law.

☒ The vendor has no findings in any past litigation, or findings of noncompliance under federal or County law that may impact in any way its ability to fulfill the requirements of this Contract.

☒ He or she is authorized to make the foregoing statements on behalf of the vendor.

Note: This is a continuing certification and vendor shall notify the Contract Lead within 15 days of any material change to any of the representations made herein.

If any one or more of the foregoing boxes is NOT checked, vendor shall explain the reason in the space below:

Signature 7-1-25 Date

Sandra C Carroll-Williams President

Printed Name Title

[This Certification must be signed by an individual authorized to speak for the vendor]

ATTACHMENT E: CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements
The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

Signature of Contractor's Authorized Official

Sandra C. Carroll-Williams, President
Name and Title of Contractor's Authorized Official

7-1-25
Date

ATTACHMENT F: NON-COLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT

State of North Carolina County of ~~Cumberland~~ Sampson
On-Call Utility Services

Sandra C. Carroll-Williams, being first duly sworn, deposes and says that:

1. He/She is the President of ES+J Enterprises, Inc., the proposer that has submitted the attached proposal;

2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;

3. Such proposal is genuine and is not a collusive or sham proposal;

4. Neither the said proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other proposer firm or Person to submit a collusive or sham proposal in connection with the contract for which the attached proposal has been submitted or to refrain from proposing in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion of communication or conference with any other proposer, firm or person to fix the price or prices in the attached proposal or of any other proposers, or to fix any overhead, profit or cost element of the proposal price of the proposal of any other proposer or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County of Cumberland or any person interested in the proposed contract; and

5. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature Sandra C. Carroll-Williams

Printed Name: Sandra C. Carroll-Williams

Title: President

Date: 7-1-25

STACEY A. SHARBER NOTARY PUBLIC SAMPSON COUNTY, N.C. MY COMMISSION EXPIRES 5-9-2026

Subscribed and Sworn to Before Me,

This 1st day of July, 2025

Notary Public Stacey A. Sharber

My Commission Expires: 5-9-2026

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ATTACHMENT G: FEMA REQUIRED CONTRACT CLAUSES

Federal Contracting Requirements

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

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

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

1. Drug Free Workplace Requirements

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

2. Contractor Compliance

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

3. Conflict of Interest

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

4. Mandatory Disclosures

The Contractor must disclose in writing all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award.

5. Energy Conservation

The Contractor and Subcontractors agrees to comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. § 6321, et seq.

6. Clean Air Act and The Federal Water Pollution Control Act

Clean Air Act:

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act:
(1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

7. Access to Records and Reports
The following access to records requirements applies to this contract:

(1) The Contractor agrees to provide the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

8. No Obligation by Federal Government
The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

9. Program Fraud and False or Fraudulent Statements or Related Acts
The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

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

11. Termination
(1) ***Termination Without Cause***. The County may immediately terminate this Agreement at any time without cause by giving 30 days' written notice to the Contractor.

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

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

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

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

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

Any dishonest reporting or inaccurate representation of material will be grounds for immediate termination. Inadequate staffing and trucking may also be grounds for termination.

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

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

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

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

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

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

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

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

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

12. Remedies

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

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

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

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

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

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

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

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

13. Debarment and Suspension

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.

(3) This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

14. Equal Employment Opportunity

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

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

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

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

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

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

15. Davis-Bacon Requirements

(1) All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

(2) Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

(3) Additionally, contractors are required to pay wages not less than once a week.

16. Copeland "Anti-Kickback" Act

(1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

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

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

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

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b) (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b) (1) of this section, in the sum of $26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b) (1) of this section.

(3) Withholding for unpaid wages and liquidated damages.

(i) *Withholding Process.* The Owner may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this paragraph (b) on this contract, any other federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless

of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

(ii) *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:

(A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(B) A contracting agency for its reprocurement costs;

(C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(D) A contractor's assignee(s);

(E) A contractor's successor(s); or

(F) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (5) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (5). In the event of any violations of these clauses, the prime contractor, and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

(5) Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

(i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

(ii) Filing any complaint, initiating, or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

(iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

(iv) Informing any other person about their rights under CWHSSA or this part.

Further Compliance with the Contract Work Hours and Safety Standards Act

(1) The contractor or subcontractor shall maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of three years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made; and actual wages paid.

(2) Records to be maintained under this provision must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.

18. Rights to Inventions Made Under a Contract or Agreement

Patent and Rights in Data

Contracts involving experimental, developmental, or research work.

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

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

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

(1) Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution. In accordance with 49 CFR § 18.34 and 49 CFR § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)(i) and (2)(b)(ii) of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

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

(3) Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part.

(4) When federal assistance is awarded for experimental, developmental, or research work, it is the general intention to increase knowledge available to the public rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless determined otherwise, the Purchaser and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agree to make available to the public, either the license in the copyright to any subject data developed in the course of that contract or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor's use whose costs are financed in whole or in part with Federal assistance.

(5) Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Purchaser nor

the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

(6) Nothing contained in this clause regarding rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

(7) Data developed by the Purchaser or Contractor and financed entirely without the use of Federal assistance that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work.

(8) Unless determined otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

(9) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor 's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor agree to take the necessary actions to provide those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR Part 401.

(10) The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

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

(1) General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier.

(2) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor 's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR Part 401.

(3) The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

19. <u>Procurement of Recovered Materials</u>

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- Competitively within a timeframe providing for compliance with the contract performance schedule.
- Meeting contract performance requirements.
- At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

(3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

20. Safeguarding Personal Identifiable Information:

Contractor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable federal, state, and/or local laws regarding privacy and obligations of confidentiality.

21. DHS Seal, Logo, and Flags

The County and Contractor or Subcontractors must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g. FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

22. Byrd Anti-Lobbying Amendment

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

23. Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

24. Prohibition on Contracting for Covered Telecommunications Equipment or Services

(a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services, as used in this clause-

(b) *Prohibitions.*

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) *Exceptions.*

(1) This clause does not prohibit contractors from providing-

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

(i) Covered telecommunications equipment or services that:

i. Are *not used* as a substantial or essential component of any system; and

ii. Are *not used* as critical technology of any system.

(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) *Reporting requirement.*

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

25. <u>Domestic Preference for Procurements</u>

The contractor should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber

26. <u>Build America, Buy America Act (BABAA)</u>

Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the Build America, Buy America Act shall file the required certification to County with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by FEMA.

Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58 §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that does not ensure compliance with BABAA domestic preference requirements. Such disclosures shall be forwarded to the recipient who, in turn, will forward the disclosures to FEMA, the federal agency; subrecipients will forward disclosures to the pass-through entity, who will, in turn, forward the disclosures to FEMA.

27. Build America, Buy America Act Preference

Contractors and subcontractors agree to incorporate the Buy America Preference into planning and design when providing architectural and/or engineering professional services for infrastructure projects. Consistent with the Build America, Buy America Act (BABAA) Pub. L. 117-58 §§ 70901-52, no federal financial assistance funding for infrastructure projects will be used unless all the iron, steel, manufactured products, and construction materials used in the project are produced in the United States.

28. Affirmative Socioeconomic Steps

The Contractor is encouraged to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms are used when possible.

29. Creating Good Jobs

Pursuant to FEMA Information Bulletin No. 520, the Contractor will comply with all applicable federal labor and employment laws. To maximize cost efficiency and quality of work, the Contractor commits to strong labor standards and protections for the project workforce by creating an effective plan for ensuring high-quality jobs and complying with federal labor and employment laws. The Contractor acknowledges applicable minimum wage, overtime, prevailing wage, and health and safety requirements, and will incorporate Good Jobs Principles wherever appropriate and to the greatest extent practicable. https://www.dol.gov/sites/dolgov/files/goodjobs/Good-Jobs-Summit-Principles-Factsheet.pdf

30. Buy Clean

The Contractor is encouraged to use environmentally friendly construction practices in the performance of this Agreement. In particular, the Contractor is encouraged that the performance of this agreement include considering the use of low-carbon materials which have substantially lower levels of embodied greenhouse-gas emissions associated with all relevant stages of production, use, and disposal, as compared to estimated industry averages of similar materials or products as demonstrated by their environmental product declaration.

31. License and Delivery of Works Subject to Copyright and Data Rights

The Contractor grants to the County, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the County or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures, or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the County data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the County.

32. Retention Requirements

All documents must be retained for a **minimum of three (3) years** from the date of submission of the final federal financial report (SF-425). There are several exceptions to this rule which can be found in 2 CFR § 200.334.

✓

CUMBERLAND COUNTY
NORTH CAROLINA

Solid Waste Management &
Public Utilities Department

RFP ON-CALL UTILITY SERVICES

Addendum I

JdCC.U ESJS 7-1-25

A. Modification to Language
(Changes are in red)

1. PURPOSE AND BACKGROUND

The County intends to enter into ~~two (2)~~ stand-by contracts ~~with a firm~~ to provide the services contained within this RFP. Proposals should be from firms experienced in the repairs and maintenance associated with Public Utilities (water & sewer) and landfill related utilities including, but not limited to the following areas:

A. Electrical
1. Electrical Distribution
2. Motor Starters
3. Instrumentation Controls

A. Mechanical
1. Pumps
2. Process Piping
3. Welding

B. Plumbing
1. Fixing water main break and sewer or drainage line or service breaks
2. Dewatering
3. Bypass pumping and other associated work

Most services will be for scheduled repairs. ~~One contract will be with a Primary contractor and the other with a "Secondary" contractor. The "Primary" contractor will be on a first contact basis for emergencies that may require utilities services. The "Secondary" contractor will serve as a backup to the "Primary" for any emergency that may be of a scale larger than one company would be capable and equipped to handle. The County will reserve the right to decide when and if the "Secondary" contract will be activated.~~ Contractors will be provided a mobilization upcharge for emergency callouts.

CUMBERLAND COUNTY
NORTH CAROLINA

Solid Waste Management &
Public Utilities Department

5.33 RETAINAGE

Retainage shall be held in accordance with North Carolina General Statute 143-134.1 ~~143-143.1~~. All records required for FEMA reimbursement shall be attached to any partial pay request. Payment will not be processed without this documentation.

Below are questions that have been asked with responses in red.

1) Page 21 -Schedule 2- Hourly Equipment And Labor Price Schedule. Can we submit our corporate rate sheet or do the rates need to be applied to the one provided? Yes, you may provide your corporate rate sheet as long as the rates are identified as regular hours, emergency hours, combined, etc., so that we are able to see clearly what the costs will be.

2) Page 31- number 15 -Davis-Bacon Requirements –(2) Can we use the Building Construction codes to meet the Davis Bacon requirements for this proposal? No, because we may use State and/or Federal funds that require the Davis-Bacon Act.

DOGWOOD
INDUSTRIAL SERVICE COMPANY

July 1, 2025

DOGWOOD
INDUSTRIAL SERVICE COMPANY

QUALIFICATIONS PROPOSAL - ON-CALL UTILITY SERVICES

CLIENT:
CUMBERLAND COUNTY, NC
SOLID WASTE AND PUBLIC UTILITIES
DEPARTMENT

PREPARED IN RESPONSE TO:
REQUEST FOR PROPOSALS
ON-CALL UTILITY SERVICES

CUMBERLAND COUNTY
NORTH CAROLINA

www.dogwoodisc.com

DOGWOOD
INDUSTRIAL SERVICE COMPANY

July 1, 2025

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DOGWOOD
INDUSTRIAL SERVICE COMPANY

July 1, 2025

Cumberland County Public Utilities Department
Attn: Amy Hall
698 Ann Street
Fayetteville, NC 28301

RE: Response to RFP for On-Call Utility Services

Dear Ms. Hall,

Dogwood Industrial Service Company (DISCO) is pleased to submit the following proposal to provide On-Call Utility Services for the Cumberland County Solid Waste and Utilities Department. As highlighted below and in our proposal, our group of professionals and collective expertise highly qualifies our company to serve the County in providing on-call utility services for water, sewer, and gas projects and repairs. With a proven track record of reliability, safety, and technical excellence, we are confident in our ability to support Cumberland County with responsive and professional service delivery.

As a full-service utility contractor with extensive experience in both public and private infrastructure work, we are well-prepared to provide comprehensive support for the following service categories outlined in the RFP:

1. **Point repair and replacement of water and sewer lines**, including all associated site restoration and pavement repair.
2. **Video inspection and cleaning of sewer lines** using state-of-the-art CCTV and jetting equipment.
3. **Maintenance and repair of pump stations**, including mechanical, electrical, and control systems.
4. **Bypass pumping and pump and haul services**, tailored to urgent or scheduled operational needs.
5. **Repair and replacement of valves and tap installations**, with a focus on minimizing service disruptions and ensuring system integrity.

Our team of technicians, project managers, and safety professionals is committed to providing prompt, high-quality, and cost-effective service, whether for routine maintenance or emergency response. We value strong partnerships with local governments and understand the importance of maintaining critical utility infrastructure for the benefit of your residents.

We look forward to the opportunity to collaborate with Cumberland County and contribute to the ongoing success of your solid waste and utilities operations. Thank you for considering DISCO Industrial Service Company as your trusted on-call utility service provider.

DISCO appreciates the opportunity to submit our proposal and welcome the opportunity to discuss our qualifications. Should you have any questions, please contact us at 336.701.1675

Sincerely,

Todd Scott
President
336.701.1675

www.dogwoodisc.com

DOGWOOD
INDUSTRIAL SERVICE COMPANY

July 1, 2025

A. Introduction

Company Information

Dogwood Industrial Service Company
3026 S. Main Street, Winston-Salem, NC 27127
336.701.1675
info@dogwoodisc.com
www.dogwoodisc.com

Dogwood Industrial Service Company (DISCO) is a registered business in North Carolina. Officers include:

Todd L. Scott - President
Pieter K. Scheer, P.E. - Chairman of the Board
Stacey A. Smith, P.E. - Treasurer
John R. Fearrington, P.E. - Secretary

DISCO was established in 2023 in Raleigh, NC.

Authorized negotiator for this project:

Todd L. Scott – President
3026 S. Main Street, Winston-Salem, NC 27127
336.701.1675

DISCO does hereby confirm that there are no current violations, conditions, or circumstances that would cause a conflict or otherwise affect our ability to provide the scope of services as outlined other than those noted below. Furthermore, our company has not been involved in any litigation within the past three (3) years concerning or relating to the provision of similar services.

We disclose that DISCO has similar ownership and leadership in the engineering firm, Smith Gardner, Inc. (S+G), that may create real or perceived conflict on projects that originate in design by S+G.

Should you require further details or documentation, we are happy to provide additional information upon request.

Executive Summary

Dogwood Industrial Service Company (DISCO) specializes in water, wastewater, and gas projects, offering comprehensive solutions in environmental contracting, installation, maintenance, and monitoring. Our work is rooted in safety, efficiency, and environmental stewardship, delivering reliable infrastructure that meets the evolving needs of our clients and communities.

At **DISCO**, our vision is to serve as a first-call resource for environmental and industrial response. We are dedicated to protecting the environment with integrity and commitment, while helping ensure the sustainability and well-being of the communities we serve.

We uphold the values of **response, integrity, hard work, and value** in every project we undertake. Through accountability and teamwork, we align our efforts with the goals of our clients and stakeholders. We are also committed to fostering a diverse and inclusive workplace where equal opportunity is prioritized and every team member's contributions are respected and appreciated.

From a safety standpoint, everything we do is centered around the hardworking men and women who represent DISCO each day. We are privileged to operate in some of the most complex environments imaginable, and we take that responsibility seriously. As an organization, we are fully committed to executing our work in a **safe, healthy, and environmentally conscious** manner that protects our employees, clients, and the surrounding communities.

With a highly experienced team and a collaborative approach, DISCO delivers innovative, best-practice solutions that help our clients achieve their project objectives while driving long-term value.

About Us

DISCO provides environmental and industrial services with a core focus on water, wastewater, and gas infrastructure. We offer a comprehensive range of services including environmental contracting, system installation, preventive and corrective maintenance, and ongoing environmental monitoring. Our work is guided by a deep commitment to safety, efficiency, and environmental stewardship—values that are embedded in every project we undertake.

With a reputation built on trust, performance, and reliability, DISCO serves a diverse range of clients across both public and private sectors. Our team of skilled professionals brings decades of combined industry experience and a client-first mindset to every engagement, ensuring that our solutions are tailored, effective, and results-driven.

Our Vision

At DISCO, our vision is to serve as a **first-call resource** for environmental and industrial response. We are dedicated to delivering high-quality, responsive services that protect the environment and support the sustainability and well-being of the communities we serve. Whether it's a critical utility repair or a long-term infrastructure project, we bring the same level of care, integrity, and focus to every job.

Our Values

We uphold the following core values that define our company culture and guide our operations:

- **Response** – We act with urgency and reliability when it matters most.
- **Integrity** – We conduct every aspect of our work with honesty, transparency, and accountability.
- **Hard Work** – We believe in the value of diligence and are committed to doing the job right the first time.
- **Value** – We focus on delivering long-term, cost-effective solutions that meet and exceed our clients' expectations.
- **Teamwork & Inclusion** – We foster a collaborative and inclusive environment where all voices are heard, and contributions are respected.

DISCO also champions **equal opportunity** and maintains a workplace culture where diversity is celebrated, and every team member feels supported and empowered.

Commitment to Safety

From a safety standpoint, **everything we do is focused on the hardworking men and women** who represent Dogwood each day. We are privileged to work in some of the most complex and challenging environments imaginable, and we do not take that responsibility lightly.

Our unwavering commitment is to execute all work in a **safe, healthy, and environmentally responsible** manner. Safety is not just a policy at DISCO—it's a core part of our culture. Our teams are rigorously trained, our job sites are carefully monitored, and our safety protocols are continuously updated to align with industry standards and client expectations.

Services We Provide

Dogwood Industrial Service Company specializes in delivering integrated services across key environmental and infrastructure sectors:

- **Water System Installation & Repair**
- **Wastewater Treatment Solutions**
- **Gas Line Construction & Maintenance**
- **Environmental Compliance Monitoring**
- **Emergency Response Services**
- **Preventive & Corrective Maintenance**
- **Site Assessments & Project Consulting**

We tailor each scope of work to meet the unique operational, regulatory, and environmental requirements of our clients - always strive to add value, minimize disruption, and ensure sustainable outcomes.

Industries We Serve

- Municipal Utilities & Public Works
- Industrial Facilities & Manufacturing Plants
- Energy Providers & Utility Companies
- Environmental & Engineering Firms
- Construction & Infrastructure Development Agencies

Why Choose DISCO

Clients choose **Dogwood Industrial Service Company** because we combine technical expertise with a service-oriented approach. We understand that success depends not only on getting the job done but on **doing it right, safely, and responsibly.**

Our collaborative mindset ensures that we listen first, plan strategically, and execute with precision—backed by a team that truly cares about outcomes. We're not just a contractor—we're a partner in your success.

B. Qualifications of the Company

DISCO brings a proven track record of excellence in environmental and industrial services, with specialized expertise in water, wastewater, and gas projects. We offer end-to-end solutions encompassing environmental contracting, system installation, maintenance, and monitoring. Our qualifications are built on a foundation of safety, operational efficiency, and environmental responsibility. Guided by the core values of integrity, responsiveness, and hard work, DISCO aligns its efforts with the needs of our clients, delivering resilient infrastructure and sustainable outcomes. With a diverse, experienced team and a steadfast commitment to protecting both people and the planet, we are proud to serve as a first-call resource in even the most complex project environments.

Todd Scott, President of DISCO, brings over 30 years of experience in a variety of capacities within the environmental and industrial fields. He has held various positions in consulting and contracting firms including Environmental Technician, Site Supervisor and Vice President and principal consultant. He also manages business development across the eastern United States for DISCO.

Recent utility repair experience includes numerous projects (several sited below) that entailed the use of:

- Installation of1" to 4" PVC pressure rated or DWV lines for sanitary sewer and water lines.
- Installation HDPE installation of wastewater dual contained force mains
- Installation HDPE potable water lines from 1" to 8"
- Repairs of PVC sanitary sewer lines
- Installation of CRP pipe from 12" to 36"
- Repair of HDPE and PVC pressure rated water lines

Project References with Similar Scope of Services:

Baxter Johnson Contracting
Mr. Brady Johnson
1513 S Bloodworth St, Raleigh, NC 27610
919.851.2617
Various North Carolina Projects – Utilities, Piping, Landfill Gas, Landfill Leachate
Date of Contract – Ongoing
Amount of Contract - $400,000+

Anson Contractors Inc.
Mr. Devon Sikes
1135 Avery Rd, Wadesboro NC 28170
704.694.6450
Various North Carolina Projects – Utilities, Piping, Landfill Gas, Landfill Leachate
Date of Contract – Ongoing
Amount of Contract - $300,000

DTE Energy
Mr. Joe Sowers
joseph.sowers@dteenergy.com
220 Davidson County Landfill Road, Lexington, NC 27292
330.456.2934
Various North Carolina Projects – Utilities, Piping, Landfill Gas
Date of Contract – Ongoing
Amount of Contract - $200,000

Contractor's Equipment and Resources

Below is a list of equipment that is owned/maintained by DISCO. All other equipment needed for onsite job contracts are rented on an "as needed" basis from Carolina Caterpillar and HERC Rentals. Rental agreements with our equipment rental companies allow for on-time and prompt equipment rentals.

Equipment:

Electrofusion Machine
Tracstar 412 Fusion Machine
Tracstar 618 Fusion Machine
2-6 Pit Bull Fusion Machine
1-4 Pit Bull Fusion Machine
Extrusion Welding Gun
Generator(s) (6000 Watt)
Confined Space Equipment
Skid Steer
Excavator
Pressure Washer
Fans to dry floors
Pump Puller
Service Truck
Laser Level
Hydrostatic Test Equipment
Several Equipment Trailers
No. 2-6 Fusion Machine
Pump Extractor
Hoist and Winch System

Subcontractors

The following companies are regularly subcontracted by DISCO for specialty services:

1st Step Electrical Services LLC
3011 Cathy Drive
Durham, NC 27703
919.201.1950

Bird Dog Traffic Control (DBE, WBE, HUB)
301 North Center Street
Statesville, NC 28677
Info@birddogtrafficcontrol.com
877.983.3455

Pipetechs Plumbing Technologies (DBE, MBE, HUB)
6600 Mountt Herman Road
Raleigh, NC 27617
919.293.1221

Subcontractor Work Allocation

- **Traffic Control Subcontractor (WBE, HUB, DBE)**
  - Responsible for signage, barricades, lane closures, and flagging per MUTCD standards
  - **Estimated Share: 10%**
- **Electrical Subcontractor**
  - Handles power connections/disconnections, pump station wiring, control panels
  - **Estimated Share: 8%**
- **Jetting & Hauling Subcontractor**
  - Performs sewer line jetting and cleaning
  - Hauls away impacted soil and debris from excavation sites
  - **Estimated Share: 12%**

Dogwood Industrial Service Company

- Will self-perform all remaining tasks including excavation, utility repairs, valve and tap installation, bypass pumping, coordination, project management, restoration, and reporting
- **Estimated Share: 70%**

Summary Table

Contractor/Subcontractor	Scope of Work Handled	% of Work
DISCO	Core utility work, site restoration, bypass, valves, PM, docs	70
Traffic Control Subcontractor	Traffic signage, flagging, lane safety	10
Electrical Subcontractor	Pump station power, electrical work	8
Jetting & Hauling Subcontractor	Sewer jetting, soil/debris hauling	12

List of Existing Contracts

Baxter Johnson Contracting

Scope Summary:

Performed excavation and installation of side riser pump assemblies, including setting of pump vaults, electrical conduit routing, piping connections, and site restoration. Provided bypass pumping, valve replacements, and coordination with utility providers. Included erosion control and traffic management consistent with state and local regulations.

Anson Contractors

Scope Summary:

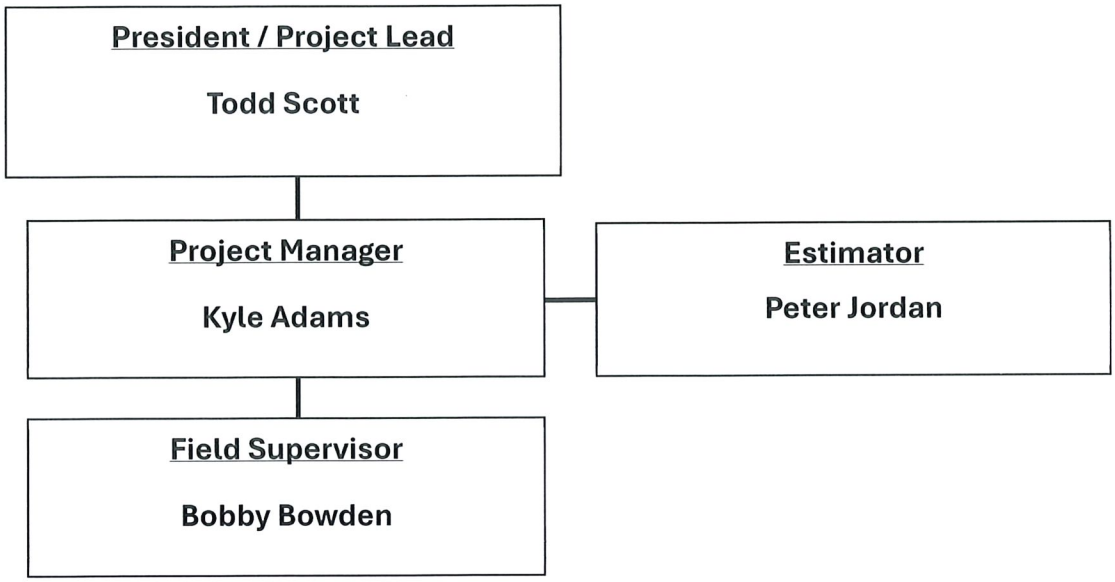
Executed installation of leachate sumps and gas header infrastructure. Work included setting and connecting submersible pumps, trenching and placing gas lines from extraction wells, and integrating with the landfill's gas recovery system. Work required confined space entry, HDPE fusion, and compliance with environmental and utility protection standards.

DTE Energy

Scope Summary:

Completed wellfield expansion by drilling 15 landfill gas extraction wells approximately 70 feet deep. Wells were constructed using Schedule 80 PVC, gravel backfill, bentonite seals, and connected via HDPE piping. Included surface restoration with asphalt patching, system tie-in to existing gas collection infrastructure, and pressure testing for system integrity.

C. Qualifications of the Staff



Mr. Todd Scott – President / Project Lead

Mr. Scott is a veteran of the United States Navy and as over 30 years in a variety of capacities within the Environmental and Industrial fields. His experience includes on site management for environmental construction projects associated with the remediation of soil and groundwater impacted with a variety of contaminants, closure of wastewater lagoons, construction and installation of landfill gas extraction systems and large project utility piping installations.

Capacity – Mr. Scott will be managing contracts, compliance, competent person/operator, project evaluation, and final inspections.

Mr. Kyle Adams – Project Manager

Mr. Adams comes to Dogwood Industrial Service Company with 18 years in residential and industrial construction. He specializes in organizational logistics, procurement, design and engineering projects. He is OSHA HAZWOPPER 10/30/40 certified. Mr. Adams also has experience in CAD design, 2D and 3D modeling, and Trimble Point Navigation design.

Capacity – Mr. Adams will be acting as on-site Project manager, equipment operator (skid steer), and providing material labor.

Mr. Peter Jordan – Estimator

Mr. Jordan is a dynamic, results driven professional with over 30 years of experience in the construction and environmental industry. He is recognized as a focused and dedicated leader, problem solver, communicator and valued team member of Dogwood Industrial Service Company. Mr. Jordan has a BS in Marine Biology from Stockton University and has expertise in remediation, large-scale excavation projects, hazardous waste management, environmental compliance, groundwater remediation, and environmental remediation.

Capacity – Mr. Jordan will be managing material/vendor arrangements, subcontract relations, project detail execution, and remediation.

Mr. Bobby Bowden – Field Supervisor

Mr. Bowden specializes in all facets of Dogwood Industrial Service Company's field operations. Including, but not limited to, excavating, drilling, HDPE welding, hauling and project supervision. In addition, Mr. Bowden is qualified and competent in the operation of equipment such as Skid Steer, Front End Loader and Backhoes. His years of experience play a vital role in the day-to-day operations at Dogwood.

Capacity – Mr. Bowden will be acting as on-site project manager, equipment operator (excavation), competent person/operator, and welder.

Current Capacity and Current Expertise in On-Call Utilities

DISCO has extensive, proven experience delivering on-call utility services aligned with municipal and public infrastructure standards. Our recent projects with Baxter Johnson Contracting, Anson Contractors, and DTE Energy illustrate our operational capacity and technical expertise across a broad range of utility disciplines.

We maintain the capability to mobilize quickly for scheduled maintenance or emergency response needs, including excavation, pipeline repair and installation, pump station maintenance, wellfield development, and system integration. Our crews are trained in confined space entry, trench safety, HDPE fusion, bypass pumping, valve and tap installation, and traffic control per MUTCD standards.

Our active equipment inventory includes excavation units, pump bypass systems, fusion machines, and CCTV inspection tools, all maintained to DOT and OSHA compliance. Additionally, we have an experienced network of subcontractors and trade partners, ensuring redundancy and scalability for large-scale or overlapping deployments.

Our project managers and field supervisors are available 24/7, with direct lines of communication to client representatives. All work is fully documented and tracked for accountability and regulatory compliance.

This operational readiness—supported by successful delivery on projects involving side riser pump assemblies, gas and leachate system installations, and wellfield expansions—positions us as a reliable partner for on-call utility services in both solid waste and public utility applications.

Knowledge and Experience of Federal, State and Local Emergency Agencies, State and Federal Programs, Funding Sources and Reimbursement Processes.

Dogwood Industrial Service Company has documented experience working in compliance with Federal, State, and Local emergency management agencies and their operational protocols. Our team is well-versed in navigating FEMA, EPA, and state-level environmental and infrastructure programs, including associated funding sources and reimbursement procedures. We have successfully supported projects requiring cost tracking, regulatory reporting, and documentation aligned with public-sector grant and reimbursement requirements.

Staff Professional Certifications

Bobby Bowden

OSHA 16 Hour Confined Space Entry Training
OSHA 8 Hour HAZWOPER
American Heart Association – First Aid/CPR/AED

Peter Jordan

OSHA 8 Hour HAZWOPER

Kyle Adams

OSHA 40 Hour HAZWOPER
OSHA 40 Hour Construction Industry Outreach Training
OSHA 10 Hour Construction Industry Outreach Training
American Red Cross – First Aid/CPR/AED

D. Technical Approach

DISCO employs a structured and proactive approach to scheduled maintenance and repair services. Our methodology is designed to maximize operational uptime, extend infrastructure lifespan, and minimize disruption to the public. Our experienced team applies best practices, advanced technologies, and safety-first protocols across all workstreams. The following outlines our approach by task category:

---

1. Point Repair and Replacement of Water and Sewer Lines (Including Site Restoration and Pavement Repair)

Assessment & Planning:

Each scheduled repair begins with a detailed site assessment, including review of utility maps, past service records, and on-site inspection. Coordination with county staff ensures scope clarity and minimizes utility service disruptions.

Execution:

- Excavation is conducted using vacuum excavation or traditional methods, depending on soil and site conditions.
- Repairs involve precision cutting and removal of defective pipe sections, followed by installation of compatible materials that meet AWWA or ASTM standards.
- Site restoration includes backfill with compacted materials, replacement of pavement to match surrounding grades and materials, and final site grading and seeding, if applicable.

Quality Control:

Each repair is tested for leaks and proper flow. Comprehensive documentation and photo logs are submitted upon completion.

---

2. Video Inspection and Cleaning of Sewer Lines

Pre-Cleaning Prep:

We initiate with flow assessment and determination of appropriate cleaning pressure and nozzle type.

Sewer Line Cleaning:

- High-pressure jetting equipment is used to remove debris, grease, and roots.
- In environmentally sensitive areas, debris is captured with vacuum trucks to prevent stormwater contamination.

Video Inspection:

- We deploy self-propelled CCTV inspection units conforming to NASSCO PACP standards.
- Our team generates condition reports that include defect codes, pipeline grading, and recommendations for repair or replacement.

Preventative Scheduling:
Inspection and cleaning schedules are developed in consultation with the County to target high-risk or high-maintenance areas.

---

3. Pump Station Maintenance and Repair

Routine Inspections:

All pump stations are inspected according to a checklist that includes electrical, mechanical, and structural elements.

Maintenance Services:

- Lubrication of moving parts, belt and seal inspections, wet well cleaning, and SCADA system functionality checks.
- Coordination with OEM vendors for warranty-related service or specialized components.

Repairs:

- Emergency and scheduled repairs are performed by licensed electricians, mechanics, and controls specialists.
- All work is documented with inspection reports and maintenance logs for compliance and performance tracking.

---

4. Bypass Pumping and Pump & Haul Services

Planning:

We develop custom bypass plans, including hydraulic calculations and system redundancy, to maintain continuous service during maintenance.

Deployment:

- Diesel or electric bypass pumps are installed with backup units and telemetry for real-time monitoring.
- Pump & haul services use certified vacuum trucks, with manifests and disposal at authorized treatment facilities.

Contingency Protocols:
We maintain standby crews and equipment for rapid response if temporary systems fail or emergencies arise.

---

5. Valve Repair, Replacement, and Tap Installation

Valve Services:

- Valves are inspected for operational integrity and exercised to prevent corrosion and seizing.
- Defective valves are repaired or replaced using line-stopping or temporary bypass methods where feasible.

Tap Installation:

- Taps are installed per jurisdictional standards, including coordination with utility locators and adjacent property owners.
- Work includes wet taps or service saddles, with disinfection and pressure testing.

Documentation:

As-built drawings and GIS updates are provided post-installation.

Project Management and Safety

Dogwood assigns a dedicated Project Manager to each scheduled task series. All work is tracked in our asset management system, and weekly progress reports are shared with County staff. Our technicians are trained in confined space entry, trench safety, traffic control, and OSHA regulations. A site-specific Health and Safety Plan (HASP) is developed for each project.

Our technical approach is based on reliability, compliance, and responsiveness. By integrating planning, technology, and skilled labor, Dogwood ensures that scheduled maintenance and repair services are delivered efficiently, safely, and with minimal disruption to the County's operations or the public.

After-Hours Emergency Mobilization

DISCO maintains a 24/7 on-call response system to address after-hours utility emergencies. Upon notification, our designated project manager activates the response protocol, immediately dispatching pre-assigned field crews and equipment from the nearest staging yard. Emergency response trucks are preloaded with critical tools, materials, and bypass pumping systems to minimize response time.

Crews are trained for rapid deployment, with all personnel certified in confined space entry, trench safety, and utility line protection. Coordination with local emergency management, utility owners, and traffic control providers begins immediately to ensure site access, safety compliance, and regulatory communication. A full incident log and real-time updates are maintained from dispatch to demobilization to support transparency and documentation for reimbursement or regulatory reporting.

E. Cost Proposal

Please see **Attachment C** – Proposal Cost and Schedule 2 – Hourly Equipment and Labor Price Schedule which are attached at the end of this proposal in the **Forms** section.

F. Client References

Casselman Enterprises LLC
Mr. Ben Casselman
bencasselman@windstream.net
803.463.9661

Piedmont Custom Meats
Mr. Larry Moore
lmoore@piedmontcustommeats.com
704.619.3738

DTE Energy
Mr. Joe Sowers
joseph.sowers@dteenergy.com
330.456.2934

ATTACHMENT B: EXECUTION OF PROPOSAL

EXECUTION

In compliance with this Request for Proposal (RFP), and subject to all the conditions herein, the undersigned vendor offers and agrees to furnish and deliver any or all items/services upon which prices are proposed. By executing this proposal, the undersigned vendor certifies that this proposal is submitted competitively and without collusion, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible from covered transactions by any Federal or State department or agency. Furthermore, the undersigned vendor certifies that it and its principals are not presently listed on the Department of State Treasurer's Final Divestment List as per N.C.G.S 147-86.55-69.

The potential Contractor certifies and/or understands the following by placing an "X" in all blank spaces:

X — The County has the right to reject any and all proposals or reject specific proposals with deviated/omitted information, based on the County's discretion if the omitted information is considered a minor deviation or omission. The County will not contact vendors to request required information/documentation that is missing from a proposal packet. Additionally, if the County determines it is in its best interest to do so, the County reserves the right to award to one or more vendors and/or to award only a part of the services specified in the RFP.

X — This proposal was signed by an authorized representative of the Contractor.

X — The potential Contractor has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.

X — All labor costs associated with this project have been determined, including all direct and indirect costs.

X — The potential Contractor agrees to the conditions as set forth in this RFP with no exceptions.

X — Selection of a contract represents a preliminary determination as to the qualifications of the vendor. Vendor understands and agrees that no legally binding acceptance offer occurs until the Cumberland County Board of Commissioners, or its designee, executes a formal contract and/or purchase order.

Therefore, in compliance with the foregoing RFP, and subject to all terms and conditions thereof, the undersigned offers and agrees to furnish the services for the prices quoted within the timeframe required. Vendor agrees to hold firm offer through contract execution.

Failure to complete, execute/sign (E-signature or handwritten) proposal prior to submittal shall render the proposal invalid and it WILL BE REJECTED.

VENDOR: Dogwood Industrial Service Company		
STREET ADDRESS: 3026 S. Main St.	P.O. BOX:	ZIP:27127
CITY & COUNTY & ZIP: Winston-Salem, NC 27127	TELEPHONE NUMBER:336 701 1675	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #10):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR: Todd Scott		FAX NUMBER:
VENDOR'S AUTHORIZED SIGNATURE: 	**DATE:** 26 JUNE 2025	EMAIL: todd@dogwoodisc.com

ATTACHMENT C: PROPOSAL COST

1. Name of Company submitting bid: Dogwood Industrial Service Company
2. All hourly cost for times, materials, and labor shall include mobilization costs.
3. Emergency work outside normal business hours is subject to a 2% upcharge.
4. A work order estimate approved by the General Manager for Natural Resources is required prior to performing scheduled maintenance and repairs. The max amount of an individual work order for repair shall not exceed $30,000.
5. The annual NOT TO EXCEED cost for this contract is $100,000 for Public Utilities and $125,000 for Solid Waste.

SCHEDULE 2 – HOURLY EQUIPMENT AND LABOR PRICE SCHEDULE

Location: _____

Regular Hours: from 8AM to 5PM

Emergency Hours: from: 5PM to 8AM

Combined: 24 hrs

Equipment Type – Ref. to Section 4.1 Q	**Regular Hours Cost/Hr**	**Emergency Hours Cost/Hr**	**Combined**
412 Electrofusion Machine	$75	$78	$153
618 Electrofusion Machine	$100	$105	$205
2-6 Pit bull fusion machine	$29	$30.45	$59.45
1-4 Pit bull fusion machine	$21.25	$22.31	$43.56
Extrusion welding gun	$28	$29.53	$57.53
Generator (6,000 watt)	$18.75	$19.68	$38.43
Confined Space Entry equipment	$62.5	$65.62	$128.12
Skid Steer	$62.5	$65.62	$128.12
Mini- Excavator	$62.5	$65.62	$128.12
Pressure Washer	$31.25	$32.81	$64.06
Floor Fans	$25	$26.25	$51.25
Pump Puller	$7.50	$7.87	$15.37
Service Truck	$31.25	$32.81	$64.06
Laser Level	$12.5	$13.55	$26.05

Labor Category	**Hourly Labor Rate**	**Emergency Labor Rate**
Field supervisor	$85	$89.25
Equipment Operator	$75	$78.75
Technician	$65	$68.25
Project Manger	$125	$131.25

SCHEDULE 2 – HOURLY EQUIPMENT AND LABOR PRICE SCHEDULE

Location: _____

Regular Hours: from ___ : ___ AM to ___ : ___ PM

Emergency Hours: from ___ : ___ AM to ___ : ___ PM

Combined: from ___ : ___ AM to ___ : ___ PM or 24 hrs

Equipment Type – Ref. to Section 4.1 Q	**Regular Hours Cost/Hr**	**Emergency Hours Cost/Hr**	**Combined**

Labor Category	**Hourly Labor Rate**	**Emergency Labor Rate**

ATTACHMENT D: CERTIFICATION OF FINANCIAL CONDITION

Name of Vendor: Dogwood Industrial Service Co.

The undersigned hereby certifies that: [check all applicable boxes]

☒ The vendor is in sound financial condition and, if applicable, has received an unqualified audit opinion for the latest audit of its financial statements.

Date of latest audit: 2/25

☒ The vendor has no outstanding liabilities, including tax and judgment liens, to the Internal Revenue Service or any other government entity.

☒ The vendor is current in all amounts due for payments of federal and County taxes and required employment-related contributions and withholdings.

☒ The vendor is not the subject of any current litigation or findings of noncompliance under federal or County law.

☒ The vendor has no findings in any past litigation, or findings of noncompliance under federal or County law that may impact in any way its ability to fulfill the requirements of this Contract.

☒ He or she is authorized to make the foregoing statements on behalf of the vendor.

Note: This is a continuing certification and vendor shall notify the Contract Lead within 15 days of any material change to any of the representations made herein.

If any one or more of the foregoing boxes is NOT checked, vendor shall explain the reason in the space below:

Signature 26 JUNE 2025
Date

TODD L. SCOTT PRESIDENT
Printed Name Title

[This Certification must be signed by an individual authorized to speak for the vendor]

ATTACHMENT E: CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements
The undersigned certifies, to the best of his or her knowledge and belief, that:

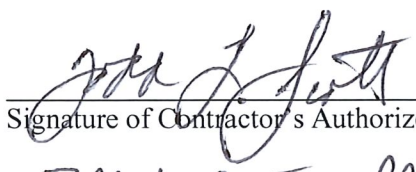
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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



Signature of Contractor's Authorized Official

TODD L. SCOTT PRESIDENT

Name and Title of Contractor's Authorized Official

21 JUNE 2025

Date

ATTACHMENT F: NON-COLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT

State of North Carolina County of Cumberland
On-Call Utility Services

Todd Scott, being first duly sworn, deposes and says that:

1. He/She is the President of Dogwood Industrial Service Company, the proposer that has submitted the attached proposal;

2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;

3. Such proposal is genuine and is not a collusive or sham proposal;

4. Neither the said proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other proposer firm or Person to submit a collusive or sham proposal in connection with the contract for which the attached proposal has been submitted or to refrain from proposing in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion of communication or conference with any other proposer, firm or person to fix the price or prices in the attached proposal or of any other proposers, or to fix any overhead, profit or cost element of the proposal price of the proposal of any other proposer or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County of Cumberland or any person interested in the proposed contract; and

5. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature Todd X Scott

Printed Name: Todd Scott

Title: President

Date: 26 JUNE 2025

Subscribed and Sworn to Before Me,
This 26th day of June, 2025

Notary Public Natasha Anderson

My Commission Expires: 04/19/2028

Natasha Anderson
Notary Public
Forsyth County
North Carolina
My Commission Expires 04/19/2028

Charles R. Underwood, Inc.
2000 Boone Trail Rd.
Sanford, NC 27330
919.775.2463

QUALIFICATIONS PACKAGE SUBMITTAL FOR:

Cumberland Co-2025-2026

ON-CALL SERVICES

Submitted by:

Charles R. Underwood, Inc.

July 1, 2025

CUMBERLAND COUNTY
NORTH CAROLINA

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A. Introduction

B. Qualifications of the Firm

C. Qualifications of Staff

D. Technical Approach

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F. References

A. Introduction: Company Information and Executive Summary

Executive Summary:

Water and wastewater construction, service, and repair are the heart of our business.

Charles R. Underwood, Inc. is pleased to submit to Cumberland County this qualifications package for the above-mentioned On – Call Utility Services Contract. Our firm is uniquely competent, equipped, and qualified to provide our selected services as outlined in the Scope of Work.

Since 1965, providing the highest quality service, workmanship, and building long-lasting customer relationships have been the core of the Charles R. Underwood, Inc. business philosophy. We specialize in the service, repair, installation, and troubleshooting of pumps and process equipment in the water and wastewater municipal market and currently serve over 300 customers throughout the Carolinas, Southern Virginia, and Eastern Tennessee. Located in Sanford, NC, we have an unrivaled pump and process equipment repair facility with a vast array of capabilities and inventory to meet your equipment repair needs. In addition to our shop repair capabilities, we have multiple highly skilled field crews that are dispatched daily to service our customers. Our field and shop capabilities are the biggest representation of how we have dedicated our business to the Water & Wastewater service and repair industry.

We possess an Unlimited/Unclassified Contractors License in NC & SC, Unlimited Electrical Contractor's License, as well as a NC Design License. Our unmatched capabilities and expertise in wastewater construction, service work, and equipment repair; and, most importantly, our commitment to Cumberland County, make CRU an exceptionally qualified company for this contract.

1. **Firm Information:**
   Charles R. Underwood, Inc. 2000 Boone Trail Rd. Sanford, NC 27330, Telephone: 919-775-2463, Fax: 919-708-7232, 24-HR Emergency Service Phone: 1-800-729-2463, sales@crupumps.com, crupumps.com
2. **Legal Nature and Officers:**
   Corporation, Russell Underwood President, Susan Petty Corporate Secretary, Susan Stallings Treasurer
3. **Year Established and Name:**
   1965, Charles R. Underwood, Inc.
4. **Authorized Negotiator:**
   Zach C Hinnant, P.E. General Manager, 2000 Boone Trail Rd Sanford NC. 919-219-9261
5. **Conflicts of Interest:**
   None



CRU – Sanford Facility

B. Qualifications of The Firm

1. Charles R. Underwood maintains numerous on call utility service contracts with various municipalities throughout North Carolina. Throughout the years we have been able to assist towns, communities, and counties in solving their seen and unforeseen problems that arise. The above executive summary describes our company's history and commitment to our customers through on-call services and regular planned projects. Below are the leading factors that give CRU the opportunity to provide the services our customers need in any situation:

- 116 employees; experienced, skilled, trained, and fully equipped field service crews, shop personnel, engineers, project managers and office staff.
- 3 Licensed Professional Engineers
- Reliability Specialist certified by the Vibration Institute
- 80,000 SF machine and fabrication facility capable of repairing centrifugal pumps up to 3000 HP.
- Complete in-house machining capabilities with over 25 modern machine tools including engine lathes, vertical turret lathes, milling machines, vertical and horizontal boring mills, drilling, grinding, and balancing equipment
- Fully equipped paint booth with state-of-the-art coatings capabilities
- Authorized repair center for numerous pump manufacturers
- AutoCAD & Inventor generated drawings
- Expansive fleet of well-equipped service trucks, boom trucks, delivery trucks
- 24/7 Emergency on-call service crews

- Excellent safety record: all field employees are OSHA Competent Person, Confined Space & Rescue, and CPR & First Aid trained.
- NC & SC Unlimited/Unclassified Contractors License, Board for General Contractors
- NC Design License, NC Board of Examiners for Engineers and Surveyors
- Multiple water and wastewater equipment distributorships
- Large inventory of new motors & pumping equipment, components, and raw material
- Hard copy and digital project record files for over 60 years of customer base
- Long-standing subcontractor and vendor relationships
- Long-standing relationships with our customers

2. **Recent Utility Repair Experience**
3. **References**

Name of Utility:	**City of Morganton NC**
Utility Contact Information:	**Eli Self**
Date of Project:	**October 20nd, 2024**
Project Name:	**Main Influent PS Emergency Pump & Motor Repairs**
Total Contract Amount:	**$195,000.00**

Description of Work Completed:

After Hurricane Helene, CRU was called for urgent response to the Morganton main influent pump station. Due to the heavy rain, river levels, and system capacity, the wet well overflowed into the dry pit and submerged the five influent pumps and motors. Field service crews installed sump pumps to remove water from the dry pit. Once the station could be entered safely, they began removing motor junction boxes and disconnecting leads. Each motor was megger tested, one 100 HP motor and one 200 HP motor was dry enough to start and place in temporary operation. The remaining pumps and motors were removed from service and transported to our facility. Both the 10" and 12" Yeomans pumps were disassembled, inspected, and rebuilt. Underwood provided all necessary machine work, fabrication, and parts required for rebuild. Once these units were rebuilt and installed, the two units left in operation were brought in for rebuild. Upon completion and re-installation of pumps, CRU performed start up and checked all pumps for vibration.

Name of Utility:	**City of Morganton NC**
Utility Contact Information:	**Eli Self**
Date of Project:	**October 22nd, 2024**
Project Name:	**Silver Creek LS Emergency Response**
Total Contract Amount:	**$260,000.00**

Description of Work Completed:

Charles Underwood provided emergency response for the City of Morganton during hurricane Helene. After the WWTP was restored to normal operation, our field service crews mobilized to Silver Creek LS. This regional station was completely flooded by the overflowing creeks/river systems. Like the influent pump station at the WWTP, all pumps, motors, and other equipment were submerged. Field service crew removed both Fairbanks T-60 pump and 125 HP motor. Pumps were disassembled, inspected, and rebuilt with necessary labor, machine work, and parts. Motors were dried, tested, and reassembled with new bearings and seals. Upon completion and reinstallation, CRU connected motor leads to temporary control panels and stand by generator.

Name of Utility:	**City of Burlington**
Utility Contact Information:	**Brent Chapman, (336)584-1393**
Date of Project:	**February 2025**
Project Name:	**Mackintosh WTP – 36" High Service Line Emergency**
Total Contract Amount:	**$149,000**

Description of Work Completed:

CRU was contacted by a long-standing customer, the City of Burlington, for an emergency consisting of a line break on the 36" cast iron discharge line outside the high service pump station at their Mackintosh Water Treatment Plant. CRU responded with a field crew and equipment and excavated the area outside the pump station. We found the cast iron wall pipe had split behind an underground flanged joint just outside the pump station. CRU worked with City staff to get the water isolated and begin repairs. Our vast array of capabilities and inventory allowed us to develop a solution that could be implemented quickly and would last for a very long time. We fabricated a 36" slip-on flange with a socket fit for 30" pipe on our water jet machine and welded a section of 30" pipe to it. The failed 36" pipe was cut off at the wall both inside and outside the pump station. The remaining wall pipe was then used as a sleeve to fit the 30" pipe through where a flange was welded on the plain end piece of the pipe inside the pump station and bolted to the discharge header. Outside the wall, the flanged connection was made backup to the existing piping, and a 36" MJ sleeve with megalugs was added to the piping outside to allow for potential future settling. The pump station was then put back online, tested and performed correctly.

Name of Utility:	**Greenville Utilities Commission**
Utility Contact Information:	**Justin Elks, (252)214-1649**
Date of Project:	**April 2025**
Project Name:	**Northside Lift Station – Pump #1 & #2 Rebuild**
Total Contract Amount:	**$120,000**

Description of Work Completed:

Greenville Utilities Commission (GUC) has trusted CRU with pump repairs in their water and wastewater system for decades. CRU was recently contracted by GUC to rebuild both 12" dry-put sewer pumps at Northside Lift Station. We rebuilt these pumps in 2011, and they have operated flawlessly since, with only a reduction in capacity due to normal wear. This project consists of rebuilding both pumps with new bearings, seals, shim sets, impeller wear ring, volute wear ring, rebuild of the cartridge style mechanical seal, and rebuild of the drive shaft assemblies with new pillow block bearings, crosses, and balance. To the date of this reference, we have rebuilt the first pump and the next unit is scheduled for the same repair. The rebuilt pump resulted in a capacity increase over 50% of what it was before rebuilt.

Name of Utility:	**Harnett Co**
Utility Contact Information:	**Neill Thomas (910)984-6030**
Date of Project:	**March 25, 2025**
Project Name:	**10-B Submersible Upgrade**
Total Contract Amount:	**$340,000.00**

Description of Work Completed:

CRU was contracted by Harnett Co to provide upgrades to an existing Self primer style pump station located at their 10-B Lift Station. This Lift Station utilized a tandem pair of Hydromatic self-prime pumps that had lost their performance over time resulting in a loss of station firm capacity. CRU contracted to remove the Hydromatic Pumps, cut in hatches to access the wet well, and install new 100 HP Submersible Pumps with new stainless steel discharge piping, check valves and gate valves. The project resulted in a more efficient pump station with restored firm capacity requiring much less routine maintenance.

Name of Utility:	**Town of Apex**
Utility Contact Information:	**Thomas Johnson, (919)796-6614**
Date of Project:	**January 2025**
Project Name:	**Schieffelin Rd Lift Station Upgrade**
Total Contract Amount:	**$192,000.00**

Description of Work Completed:

CRU was recently contracted by the Town of Apex to provide engineering services and construction services to improve their Schieffelin Rd Lift Station. We completed a hydraulic analysis of the pump station, future inflow study, and permit modification submitted to NCDEQ to increase the firm capacity of the pump station and the velocity in the force main to reach scouring velocity to help with problematic grease build up. The construction phase of the project consisted of putting the station on bypass to demolish the existing vacuum prime pump and piping system. The pump station was converted to larger submersible pumps with an above ground valve enclosure to eliminate the need for a confined space entry as required with a conventional valve vault. The project also included electrical upgrades with a new pump control panel and main breaker panel. The pump

station improvements have provided the Town with a much-needed capacity increase and made for a more robust pump station, requiring much less maintenance than the prior system.

4. **Equipment and Resources:**
   Reference Rate Sheet
5. **Subcontractors:**
   Sanford Electrical Contractors Inc.
   Titan Services and Equipment Repair LLC. (MBE)
   Total Enviro Septic and Waste LLC.
   Aqua System Repair LLC.
6. **Existing Contracts:**
   Raleigh Water – Pump & Motor Repair – All Sites
   Charlotte Water – Replacement Pump, Pump Parts, and Process Equipment – All Sites
   Harnett Regional Water – Pump Stations
   PWC of Fayetteville – Water & Wastewater Maintenance & Repair
   Town of Cary – Pump & Motor Repair
   H2GO (Brunswick County) – Pump & Motor Repair

C. Qualifications of Staff

1. Staff Qualifications

2. Professional Certifications

CRU, Inc. has unparalleled expertise, capabilities, and technical ability to provide Cumberland County with the highest quality service and quick response time.

Russel D. Underwood, PE – President of CRU

Russell Underwood has over 40 years' experience in water and wastewater industry; a trusted name in the industry.

Mr. Underwood is an expert in the installation and repair of water and wastewater pumps and many other types of process equipment. He has been with CRU since 1988 and the Company was started in 1965 by his father, Charles Underwood. Over the years, Russell has developed an impressive reputation for providing municipalities across the Carolinas with dependable service and fast solutions to help them maintain their systems and uphold compliance with State regulations. His long-term tenure with the Company has allowed him to experience a range of positions, from field service crew member to President of the Company. In all projects, Russell will provide general project oversight for both the field and the shop divisions. Russell is familiar with your staff and their preferences and policies.

EDUCATION
BS, Civil Engineering, North Carolina State University, 1986

Zach C. Hinnant, PE – General Manager of CRU

Zach Hinnant possesses 20 years' experience in the management of water and wastewater projects.

Mr. Hinnant has extensive management experience in water treatment construction and repair projects, including the construction of a new $30m raw water intake and pump station. He has worked for Charles Underwood for over 19 years and oversees all Project Management and Sales operations. Zach is extremely proficient in hydraulics and the design of complex pumping systems. Zach will be the main point of contact for Cumberland County for any service or repair needs. He will work with Cumberland County's staff to develop Scopes of Work for planned projects and generate estimates accordingly as well as coordinate field and shop personnel for unplanned/emergency service work and coordinate subcontractors as required. In addition, Zach will ensure the highest quality of work and satisfaction for Cumberland County is achieved.

EDUCATION
BS, Construction Management, East Carolina University, 2006

Cooper Edmondson, EI – Project Manager

Cooper Edmondson has over 5 years' experience in the water and wastewater industry.

Mr. Edmondson has multiple years of experience in installation and problem-solving onsite issues. He has been affiliated with CRU since his sophomore year at NCSU through internships and worked as a field crew member. He is competent in pump station testing, managing large pump station projects, and emergency utility repairs. His time spent interning has excelled him to be competent in the services we provide. Mr. Edmondson is very familiar with the NORCRESS Sanitary Sewer System and understands the crucial role this system plays in the community. Mr. Edmondson is also familiar with the staff at Cumberland County and will be the primary contact for them. Mr. Edmondson resides in Sampson County, right over the Cumberland County line, which makes him the ideal CRU Team Member to work with Cumberland County personnel. His proximity to the NORCRESS system allows for faster response time.

EDUCATION
BS, Civil Engineering, North Carolina State University, 2023

Daniel Hamm – Shop Manager

Daniel possesses the technical knowledge and attention to detail to ensure a high-quality and lasting equipment repair.

Mr. Hamm has successfully managed the repair of numerous types of large water and wastewater pumps and other rotating equipment, specializing in vertical turbines, horizontal split-case, dry pit sewage pumps, and end suction pumps. He will manage any equipment repair projects. Daniel has a special ability in cause-of-failure analysis (CFA) to ensure equipment is properly applied and appropriately repaired. He provides daily oversight of technicians, machinists, and fabricators, including the correct implementation of multiple horizontal and vertical engine lathes, milling machines, radial arm drills, MIG, TIG, and Stick welders, Water Jet, and sandblast and painting operations.

EDUCATION
BS, Construction Management, East Carolina University, 2015

Ken Tomlinson – General Superintendent / Field Operations

Ken Tomlinson has over 40 years' experience in the installation and repair of water and wastewater treatment equipment.

Mr. Tomlinson leads our field operations and manages and mentors (8) field service crews daily. Ken is also in charge of safety and OSHA compliance for our crews. He and Zach will work together to schedule this work, allocate field crews accordingly, and ensure the site installation is safe, precise, and correct. Ken has a wealth of experience in the industry, including the construction of water and wastewater treatment plants. He possesses an unrivaled capability in the installation and repair of water and wastewater equipment, with an emphasis on vertical turbine pumps and has installed VTP's as large as 3000HP. His inherent ability to make sound decisions in the field with a constant respect to quality and customer satisfaction makes him a key component of this team.

Billy Flinchum – Reliability Specialist

Billy specializes in equipment testing and analysis to ensure optimal machinery health and reliability.

Mr. Flinchum provides analytical testing, troubleshooting, and field service of rotary equipment to ensure optimal machinery health and reliability. He is specialized in the repair, maintenance and analysis of large electric motors, pumps, and other rotating equipment. With our state-of-the-art analytical equipment, he performs vibration testing, equipment alignments, balancing, and PdMA testing daily. Billy is a certified vibration analyst by the Vibration Institute.

D. Technical Approach

Technical Approach

1. **Scheduled Maintenance and Repair**

   Cumberland County's scheduled maintenance and repairs will start with an experienced project manager being contacted and completing a site visit. The project manager will provide a quotation to Cumberland County for the necessary repairs. Upon approval of the quotation, the project manager will start the process of our Initialization and Project Execution (IPE) plan. After all materials are obtained a field crew will be scheduled and the project will be completed. Once the project is completed a bill will be sent to Cumberland County.

2. **After Hours Mobilization Plan**
   CRU provides 24/7 emergency on-call service. After 5 pm, our main office line is transferred to a Project Manager. In the event of an emergency, Cumberland County can call our main office number or their project manager directly. Once the call is received, the PM will contact an on-call field crew. This crew will then meet at our facility, load any necessary equipment and mobilize to the site. Our service trucks are equipped to respond to most any emergency, however specialty equipment is readily available to be loaded and carried to the site.

Services Included

CRU is submitting to provide the following services as listed in "Addendum 1":

A. Electrical
   1. Electrical Distribution
   2. Motor Starters
   3. Instrumentation Controls

B. Mechanical
   1. Pumps
   2. Process Piping
   3. Welding

E. Cost Proposal

Charles R. Underwood, Inc.
2000 Boone Trail Rd.
Sanford, NC 27330
919.775.2463

2025 CRU Rate Sheet

LABOR RATES

Field Crew $125.00 per man per hour portal to portal

Service Technician/Foreman $150.00 per hour portal to portal

Reliability Specialist $180.00 an hour portal to portal (Rate includes all reliability tools and equipment)

Shop Rate $125.00 per hour per man (Pump techs, machinist, paint)

Large Shop Tool Rate $150.00 per man per hour 36" lathe / 60" VTL

Water Jet Technician $200.00 an hour

Project Manager $180.00 and hour

Overtime/Double Time

Overtime will be billed at 1.5 times the hourly rate after 40 hours, all work completed on weekends and holidays will be billed at 2.0 times the hourly rate

Emergency Call In Fee

$500.00 This will be charged if a crew is dispatched after 5pm Monday through Thursday and starting at 12 pm on Friday until 7 am Monday morning. This fee is also applicable if there is a required same day response Monday through Friday.

Holiday Emergency Call In Fee

$1,000.00 This will be charged if a crew is dispatched on any of the six Holidays CRU observes. New Years Day, Christmas and Christmas Eve, Thanksgiving Day and Friday after, Good Friday, Independence Day, and Labor Day.

Mileage

$3.00 per mile for boom trucks

$2.00 per mile for service trucks, flatbed, roll back, gooseneck

$1.00 all other trucks (1T & Below)

Hotels & Per Diem

$250.00 Per man per overnight stay

CRU OWNED EQUIPMENT

BOOM TRUCKS

Terex T24 15TON $700.00 per day / $2,100.00 a week
Kenworth (White) T84 18TON $700.00 per day / $2,100.00 a week
Kenworth (Black) T106 18TON $700.00 per day/ $2,100 a week

VAC TRUCKS

International Vactor 2100 (12 Yard Debris Body) and operator $450 Per Hour/ $4,500 Per Day additional 10% Fuel Surcharge

BYPASS PUMPS

CD100 $685.00 per week
CD140 $1985.00 per week
CD150 $1135.00 per week
CD225 $1525.00 per week
(Not including rental rates for necessary hoses, fittings, or other accessories

GENERATORS

20-25 KW $256.00 daily $706.00 weekly $1,622.00 monthly
36-40 KW $351.00 daily $875.00 weekly $2,000.00 monthly
56-64 KW $373.00 daily $1,016.00 weekly $2,609.00 monthly
100-127 KW $983.00 daily $1,229.00 weekly $3,386.00 monthly
180-199 KVA $1,191.00 daily $1,489.00 weekly $4,100.00 monthly

CORE DRILL

$130.00 a day / $390.00 a week

LIGHT TOWER

$80.00 a day / $200.00 a week

MINI-EXCAVATORS

Deere 35D 6358lbs $500.00 per day / $1500.00 a week
Kubota U35SS 8234lbs $500.00 per day / $1500.00 a week

MILLER/BOBCAT WELDER GENERATOR

(Trailer Mounted) 250NT 10kw/250amp $160.00 per day / $385.00 a week

SCISSOR LIFT

19' $150 per day / $600.00 week

SKIDSTEERS

Takeuchi TL230 Series 2 (on tracks) $500.00 per day / $1,500.00 a week

TRASH PUMP

2" $65.00 per day / 195.00 a week 3" $75.00 per day / 225.00 a week 4" $95.00 per day / 285.00 a week

WALK BEHIND TRENCH ROLLER 24"-33"

$490.00 per day / $1470.00 a week

CONFINED SPACE ENTRY, EQUIPMENT CHARGE

$250.00 per day / $750.00 per week

Sub Contractors and Materials

Subcontractors mark up 10% over head and 10% profit. NET 20%

OEM Material mark up 10% over head and 15% profit. NET 25%

Rental Equipment mark up 10% over head

F. References: See above in Section B. 3.

Accounts Payable Contact Information: Susan Petty- accounting@crupumps.com

Charles R. Underwood, Inc.

2000 Boone Trail Rd, Sanford NC 27330

CUMBERLAND COUNTY
NORTH CAROLINA

Solid Waste and Public Utilities Department

On – Call Utility Services

Date of Issue: Tuesday, May 20, 2025

Questions Due Date: Friday, June 20, 2025 – 5:00 PM

Proposal Due Date: Tuesday, July 1, 2025 – 2:00 PM

Direct all inquiries concerning this RFP to:

Amy Hall

Public Utilities Project Manager

Email: ahall@cumberlandcountync.gov

Phone: 910-678-7637

Proposals shall be submitted in accordance with the terms and conditions of this RFP and any addenda issued hereto

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1. PURPOSE AND BACKGROUND

The County of Cumberland requests proposals from qualified firms to provide On-Call Utility Services at no immediate or annual cost to the County.

The County intends to enter into two (2) stand-by contracts with a firm to provide the services contained within this RFP. Most services will be for scheduled repairs. One contract will be with a "Primary" contractor and the other with a "Secondary" contractor. The "Primary" contractor will be on a first contact basis for emergencies that may require utilities services. The "Secondary" contractor will serve as a backup to the Primary for any emergency that may be of a scale larger than one company would be capable and equipped to handle. The County will reserve the right to decide when and if the "Secondary" contract will be activated. Contractors will be provided a mobilization upcharge for emergency callouts.

While cost may be one of a number of considerations used in selecting a firm, the qualifications and competence of the firm will be the paramount consideration in the selection process.

Cumberland County's Solid Waste consists of the Ann Street Landfill Campus and the Wilkes Road Compost Facility. The Ann Street Landfill Campus has its own leachate collection system consisting of 8" gravity sewer and two duplex pump stations. There are also private water mains on the property. The leachate and gas system consist of HDPE pipe.

Cumberland County Public Utilities consists of four water and sewer districts:

- NORCRESS, which consists of sanitary sewer, 8" to 15", and four existing pump stations and force mains. It serves the Godwin, Falcon, and Wade area.
- Southpoint, a water distribution system in southern Cumberland County with appropriately 84 customers.
- Kelly Hills, a sewer distribution system in the Linden area with approximately 200 customers.
- Overhills, a sewer distribution in the Spring Lake area with approximately 317 customers.

2. PROPOSAL INSTRUCTIONS & REQUIREMENTS

2.1 REQUEST FOR PROPOSAL DOCUMENT

The RFP is comprised of the base RFP document, any attachments, and any addenda released before contract award. All attachments and addenda released for this RFP in advance of any contract award are incorporated herein by reference. By submitting a proposal, the vendor agrees to meet all stated requirements in this section as well as any other specifications, requirements and terms and conditions stated in this RFP. If a vendor is unclear about a requirement or specification or believes a change to a requirement would allow for the County to receive a better proposal, the vendor is urged and cautioned to submit these items in the form of a question during the question and answer period in accordance with Section 2.3.

Vendors shall populate all attachments of this RFP that require the vendor to provide information and include an authorized signature where requested. Failure to include required documents and/or signatures, where requested, will result in rejection of submitted proposals.

2.2 PROPOSAL SUBMITTAL

Proposals, subject to the conditions made a part hereof and the receipt requirements described below, shall be received at the address indicated in the table below.

Mailing address for delivery of proposal via US Postal Service	**Office address of delivery by any other method (special delivery, overnight, or any other carrier)**
PROPOSAL TITLE: On – Call Utility Services *Cumberland County Public Utilities Department* *Attn: Amy Hall* *698 Ann Street* *Fayetteville, NC 28301*	*PROPOSAL TITLE: On – Call Utility Services* *Cumberland County Public Utilities Department* *Attn: Amy Hall* *698 Ann Street* *Fayetteville, NC 28301*

IMPORTANT NOTE: All proposals shall be physically delivered to the office address listed above ***on or before 2:00 PM EST, per clock in the Solid Waste Administration Office, Tuesday, July 1, 2025***, regardless of the method of delivery. All risk of late arrival due to unanticipated delay—whether delivered by email, hand, U.S. Postal Service, courier or other delivery service is entirely on the vendor. It is the sole responsibility of the vendor to have the proposal to the County department specified by the specified time and date of opening. Any proposal received after the proposal submission deadline will be rejected.

2.3 PROPOSAL QUESTIONS

Written questions shall be emailed to **ahall@cumberlandcountync.gov by Friday, June 20, 2025, by 5:00 pm**. Vendors should enter "**RFP On-Call Utility Services: Questions**" as the subject for the email. Questions will not be answered by phone. Question submittals should include a reference to the applicable RFP section.

Questions received prior to the submission deadline date, the County's response, and any additional terms deemed necessary by the County will be posted in the form of an addendum to the Cumberland County Vendor Self Service Site, **https://ccmunis.co.cumberland.nc.us/vss/Vendors/default.aspx** and shall become an Addendum to this RFP. **Vendors who submit an intent to bid will receive addendums by email**. Vendors shall rely *only* on written material contained in an Addendum to this RFP. **Vendors should not contact any other County employees, besides those listed above, during the bid process. Vendors who contact any other County employees may be disqualified.**

Any questions considered minute in nature or that point to an error in the RFP or that the County determines will produce information required in order for all vendors to submit a responsible proposal, may be answered at the County's discretion after the specified date and time. Such questions that are received after the deadline are not guaranteed to be answered and if the questions qualify as "minute in nature" shall be determined at the sole discretion of the County.

2.4 RFP TERMS & CONDITIONS

It shall be the vendor's responsibility to read the instructions, the County's terms and conditions, all relevant exhibits and attachments, and any other components made a part of this RFP, and comply with all requirements and specifications herein. Vendors also are responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this RFP.

Questions, issues, or exceptions regarding any term, condition, or other component within this RFP, must be submitted as questions in accordance with the instructions in Section 2.3 PROPOSAL QUESTIONS. Vendor's proposal shall constitute a firm offer.

If a vendor desires modification of the terms and conditions of this solicitation, it is urged and cautioned to inquire during the question period, in accordance with the instructions in this RFP, about whether specific language proposed as a modification is acceptable to or will be considered by the County. It is the County's sole discretion to accept or reject requested modifications and/or exceptions.

3. NOTICES TO VENDOR

3.1 PROHIBITED COMMUNICATIONS AND CONFIDENTIALITY

PROHIBITED COMMUNICATION: Each vendor submitting a proposal, including its representatives, subcontractors, and suppliers, is prohibited from having any communication with any employees or members of the board of commissioners of the County except those employees of the County's Department as designated in this RFP. A vendor who does not comply with this provision may be disqualified from award of a contract.

!IMPORTANT INFORMATION! **CONFIDENTIAL INFORMATION:** The proposal must not contain any information marked as "confidential" or as a "trade secret" or in any other manner as to indicate that it is information protected by the Trade Secrets Protection Act (the "Act") as set out in Article 24 of Chapter 66 of the North Carolina General Statutes**, unless the vendor has noticed the County Department of its intent to designate any information in the proposal as such and received permission from the County Department to do so in writing.** Vendor's notice to the County Department must be in writing and must describe the information for which confidentiality is requested and explain how the information is a "trade secret" as defined in G.S. § 66-152(3). If the County Department determines the information for which confidentiality is requested is a "trade secret" covered by the Act, it will notify the vendor how to mark the information in the proposal and will identify the measures that County will take to protect the confidentiality of the information. Vendor's submission of a proposal after receipt of this notice from the County Department shall be deemed to be acceptance of the County Department's statement of how it will maintain confidentiality. If the County Department determines the information for which confidentiality is requested is not a "trade secret" covered by the Act, it will notify vendor of that determination. Any proposal marked with any information as "confidential" or as a "trade secret" or in any other manner as to indicate that it is information protected by the Act in violation of this section shall be regarded as not responsive to the request for proposals and shall not be considered.

3.2 PROPOSAL COMPLIANCE

It is in the best interest of vendors to submit proposals that are clear, concise, and easily understood. Proposals should provide information essential for a straightforward and concise description of vendor capabilities to satisfy the requirements of the RFP specifications.

Vendor may include any optional data not provided for elsewhere and considered to be pertinent to this bid as an addendum.

Vendors are urged and cautioned to read the RFP completely through as noncompliance with requirements may result in bid rejection. Section 4.0 requirements and request for information must be in the same order with the same titles as listed in Section 4.0. Vendor proposals should be easy to follow, and all sections should be easily identified.

The specifications included in this package describe the services that the County feels are necessary to meet the performance requirements of this RFP, and shall be considered the minimum standards expected of the Proposer. However, the specifications are not intended to exclude potential bidders.

If the vendor is unable to meet any of the specifications as outlined therein, vendors are advised to submit questions and concerns regarding the specifications during the question and answer period described in Section 2.3.

If the vendor does not indicate or submit questions or concerns regarding the specifications, the County shall assume it is able to fully comply with these specifications. The County shall be the sole and final judge of compliance with all specifications.

The County further reserves the right to determine the acceptability or unacceptability of any and all alternatives or deviations.

3.3 PROPOSAL EVALUATION PROCESS

The County shall review all responses to this RFP to confirm that they meet the specifications and requirements of the RFP. The County shall not be required to hold interviews; however, depending on the number of responses and the information contained in the responses, the County may decide to conduct interviews with firms of its choice. The County reserves the right to request clarification of information submitted. Vendors may be required to provide a demonstration upon request.

The County reserves the right to reject any and all proposals.

3.4 EVALUATION CRITERIA

All qualified proposals will be evaluated and award made based on considering the following criteria to result in an award most advantageous to the County:

1. Qualifications and Relative Experience of Firm	30 points
2. Qualifications and Experience of Staff	20 points
3. Respondents Technical Approach	20 points
4. Respondents Internal Training	10 points
5. Cost Proposal	20 points
	100 points

3.5 METHOD OF AWARD

The County reserves the right to make separate awards to different vendors for one or more-line items, to not award one or more-line items or to cancel this RFP in its entirety without awarding a contract, if it is considered to be most advantageous to the County to do so.

The County reserves the right to reject all original offers and request one or more of the vendors submitting bids within a competitive range to submit a best and final offer (BAFO), based on discussions and negotiations with the County, if the initial responses to the RFP have been evaluated and determined to be unsatisfactory.

4. SCOPE OF WORK & VENDOR'S PROPOSAL CONTENT REQUIREMENTS

4.1 SCOPE OF WORK

A. ON – CALL UTILITY SERVICES

The selected firm will be expected to provide on-call utility services for water and sewer. Most repairs will be for scheduled maintenance. Specific services may include:

1. Point repair and replacement of water and sewer lines, including site restoration and pavement repair.
2. Video and cleaning of sewer lines.
3. Pump station maintenance and repair.
4. Bypass pumping of sewer and pump and haul services as needed.
5. Repair and replacement of valves and tap installation.

The Counties normal work hours are Monday – Friday 6:00AM–5:00PM and Saturday 8:00AM–12:00PM.

B. EQUIPMENT

All equipment must comply with all applicable Federal, State, and local rules and regulations.

C. TRAFFIC CONTROL

The Vendor shall provide, erect and maintain all necessary barricades, suitable and sufficient lights, danger signals, signs and other traffic control devices at all Vendor work areas.

1. Vendor shall provide qualified flagmen where necessary to direct the traffic and shall take all necessary precautions for the protection of the work, and the safety of the public.
2. Highways, streets or parts of the work closed to through traffic shall be protected by effective barricades, and obstructions shall be illuminated during the hours from sunset to sunrise. Suitable warning signs shall be provided to properly control and direct traffic.
3. All barricades, warning signs, lights, temporary signals, other protective devices, flagmen and signaling devices shall conform to the minimum requirements as set out in the Manual on Uniform Traffic Control Devices for Streets and Highways, Part VI, prepared by the National Joint Committee on Uniform Traffic Control Devices and current at the time proposals are received.

D. EXISTING UTILITIES

It shall be Vendor's responsibility to coordinate directly with the utility owners to arrange for temporary stabilization and shoring that may be required without damage to the existing utility lines. Vendor shall pay all costs to the utility company for any damage to the utility company property caused by the Vendor.

1. Vendor shall make the necessary repairs or pay all costs incurred to repair damaged utilities, as determined by the affected utility company. Repairs to all County-owned water and sewer facilities shall be made by the Vendor.

E. ENVIRONMENTAL PROTECTION

1. The Vendor shall comply with all federal, state and local Laws, Rules, Regulations and Ordinances regarding environmental protection.

F. DOCUMENTATION AND MEASUREMENT

Prior to beginning any work, the County, or its representative, shall clearly document and approve mobilized equipment and personnel.

1. Vendor is responsible for ensuring that all subcontractors maintain a valid driver's licenses and equipment legally fit for travel on the road.
2. The Vendor shall designate one project manager. The representative shall provide a telephone number to the County with which he or she can be reached 24 hours per day.
3. Firm shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion of the contract resulting from this RFP. The County shall have access to all records, documents and information collected and/or maintained by others in the course of the administration of the contract.

4.2 VENDOR'S PROPOSAL REQUIREMENTS

The vendor's proposal must include the required information below. Proposals shall be tabbed, using the titles identified in this section, to identify the required information. Tabs must be in the same order as listed below. Failure to submit this information may render its proposal non-responsive. **Vendors are urged and cautioned to read the notices in Section 3.1. Noncompliance with the confidentiality requirements will result in a proposal being considered nonresponsive.**

A. INTRODUCTION: COMPANY INFORMATION AND EXECUTIVE SUMMARY

Each respondent shall provide the following company information:

1. Firm's name and business address, including telephone and fax number, email address, website address.
2. The legal nature of the entity (individual, partnership, corporation, etc.) and list the names of all officers, partners, principals, etc.
3. Year established. Include former firm name(s) and year(s) established, if applicable.
4. The name, title, address and telephone number of the firm's authorized negotiator for this project. The person identified must be authorized to make binding commitments for the firm and its subcontractors.
5. Information concerning any current violations which may cause conflict with or affect the ability of the proposer to provide scope of services, or any litigation to which responding firm is a party within last three years concerning or relating to it providing similar scope of services.

B. QUALIFICATIONS OF THE FIRM

1. Provide a description and history of the firm focusing on on-call utility experience.
2. Recent utility repair experience including water and sewer of various materials and sizes.
3. Provide at least three (3) references for which the firm has performed services that are similar to the requirements in the Scope of Services. Provide the reference contact name, address, e-mail address, telephone numbers and date of the contract, and amount of contract.
4. Detailed listing of all Contractor's equipment and resources, including but not limited to pump and haul operations, HDPE fusion, bypass pumping, camera and inspection, and pressure testing.
5. Provide a list of subcontractors and specify if any meet MBE/HUB standards. Additionally, specify the percentage of subcontracted work.
6. Provide a list of existing contracts and a brief description of scope for the contract.

C. QUALIFICATIONS OF STAFF

This section should include key project. The staff included shall be full-time employees of the proposing firm.

1. Provide an organizational chart and summary of staff qualifications. This section should include:
   - Current capacity and current expertise in on-call utilities.
   - Documented knowledge and experience of Federal, State and Local emergency agencies, state and federal programs, funding sources and reimbursement processes.
2. Provide a list of all professional certifications of staff including OSHA training.

D. TECHNICAL APPROACH

The section should be concise and should present only information that is relevant to this project. Include, at a minimum:

1. A detailed description of the proposing firm's technical approach for scheduled maintenance and repair.
2. Describe in detail the mobilization plan that will be utilized for after-hours emergencies.

E. COST PROPOSAL

Cost must be submitted using ***Attachment C***. Cost shall be all inclusive.

F. REFERENCES

Vendors shall provide at least three (3) references for which your company has provided services of similar size and scope to that proposed herein.

COMPANY NAME	CONTACT NAME	TELEPHONE NUMBER	EMAIL ADDRESS
Town Of Apex	Thomas Johnson	919-796-6614	thomas.johnson@apexnc.org
Harnett County	Neill Thomas	910-984-6030	nthomas@harnett.org
Greenville Utilities Commission	Justin Elks	252-214-1649	elksjg@guc.com

5. CONTRACT TERMS AND CONDITIONS

5.1 IRAN DIVESTMENT ACT

As provided in N.C.G.S. 147-86.55-69, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the North Carolina State Treasurer pursuant to G.S. 147-86.57(6) c, is ineligible to contract with the County of North Carolina or any political subdivision of the COUNTY.

5.2 E-VERIFY

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

5.3 DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL

The CONTRACTOR certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81. It is the responsibility of each CONTRACTOR to monitor compliance with this restriction. Contracts valued at less than $1,000.00 are exempt from this restriction.

5.4 CONTRACT CHANGES

Contract changes, if any, over the life of the contract shall be implemented by contract amendments agreed to in writing by the COUNTY and CONTRACTOR. The COUNTY of Cumberland shall not be liable to CONTRACTOR for any expenses paid or incurred by CONTRACTOR, unless otherwise agreed in writing.

5.5 CONTRACT TERM

The COUNTY intends to enter into a three (3) year contract, beginning on the date of contract award (the "Effective Date"), with the option to extend the contract for one (1) additional two (2) year term upon mutual agreement of both parties.

5.6 RECORDS

The CONTRACTOR awarded this contract shall maintain adequate records to document and justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion of the contract resulting from this RFP. The COUNTY shall have access to all records, documents and information collected and/or maintained by others in the course of the administration of this contract. This information shall be made accessible at the CONTRACTOR's place of business to the COUNTY, including the Comptroller's Office and/or its designees, for purposes of inspection, reproduction and audit without limitation or restriction.

5.7 RESPONSE TIMELINE

The General Manager for Natural Resources or his/her designee will notify the CONTRACTOR to place them on alert status to be prepared to move into the Cumberland County area within 2 hours after receipt of an emergency repair. For scheduled maintenance and repair, the County and Contractor shall negotiate the appropriate response.

5.8 WRITTEN NOTICE TO PROCEED

The COUNTY shall issue a written notice to proceed for work via email pursuant to this contract. *The notice shall be sent via facsimile or email and followed by regular mail.* Under no circumstances shall the COUNTY be liable for any work performed unless the written notice to proceed has been sent and received by the CONTRACTOR. CONTRACTOR must acknowledge receipt of the written notice to proceed prior to proceeding.

5.9 APPROPRIATION OF FUNDS

The parties intend that contractual performances by either party beyond the first fiscal year after the execution of this agreement be contingent upon the continued funding and appropriation by the COUNTY Board of Commissioners. Therefore, the parties agree that services provided and payment due under this agreement will be provided upon a year-to- year basis contingent upon continued funding and appropriation. The fiscal year for Cumberland County begins on July 1 and ends June 30th.

5.10 PRICING

Proposal price shall constitute the total cost for complete performance in accordance with the requirements and specifications herein, including all applicable charges handling, administrative and other similar fees. CONTRACTOR shall not invoice for any amounts not specifically allowed for in this RFP.

Cost shall be all inclusive.

5.11 INVOICES

a) Invoices must be submitted to the following address:

Cumberland County Solid Waste & Public Utilities Department

Attn: Amanda Cummings

698 Ann Street

Fayetteville, NC 28301

b) Any applicable taxes shall be invoiced as a separate item.

5.12 PAYMENT TERMS

The CONTRACTOR will be paid net thirty (30) calendar days after the CONTRACTOR'S invoice is approved by the COUNTY.

5.13 PAYMENT SCHEDULE

The COUNTY, or its authorized agent, will monitor, verify, and document the completion of all work. The CONTRACTOR will be provided with copies of this documentation. These documents will be used by the CONTRACTOR as back-up for invoice submittals. No approvals will be made for work not ticketed or not authorized by the COUNTY.

Invoices must be submitted to the COUNTY with a hard copy of the invoice and an electronic copy of the invoice detail. The invoice detail must consist of a tabular report listing of all information. Invoice detail submittals will be checked against COUNTY records. COUNTY records are the basis of all payment approvals.
No separate payment will be made for mobilization and demobilization operations unless for emergency repair upcharge. These costs are to be included in the respective unit prices bid for scheduled maintenance and repair and will not be adjusted.
Payment for disposal cost incurred by the CONTRACTOR at permitted disposal facilities will be made at the cost incurred by the CONTRACTOR. CONTRACTOR must submit a copy of the invoice received by the disposal facility,

an electronic copy tabulating all scale or load tickets issued by the disposal facility, and proof of CONTRACTOR payment to the disposal facility.

Contractor must submit final invoice within thirty (30) days of completion of scope of work.

5.14 FINANCIAL STABILITY

CONTRACTOR warrants that it has the financial capacity to perform and to continue perform its obligations under the contract; that CONTRACTOR has no constructive or actual knowledge of an actual or potential legal proceeding being brought against CONTRACTOR that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

5.15 APPLICABLE FEMA CLAUSES

Whether specified explicitly or not, this contract shall incorporate herein all applicable clauses established in 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses, attached and incorporated herein as ***Attachment G.*** **To ensure compliance with all federal contract requirements, additional contract terms and conditions may be added to the final executed contract by the County.** If any applicable federal terms are modified during the contract period, such requirements shall be incorporated herein.

5.16 LICENSE, PERMITS AND CERTIFICATIONS

All licenses, permits, and certificates required for and in connection with any and all parts of the work to be performed under the provisions of the Contract Documents shall be secured by the CONTRACTOR entirely at its own expense.

5.17 COMPLIANCE WITH LAWS

CONTRACTOR shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and its performance in accordance with this contract, including those of federal, state, and local agencies having jurisdiction and/or authority.

5.18 SAFETY

CONTRACTOR shall be solely responsible for maintaining safe working conditions and practices at all work sites. CONTRACTOR shall take all reasonable steps to ensure safety for both workers and visitors to the site(s) to include traffic control. CONTRACTOR will also be solely responsible to ensure that all OSHA requirements are met and a safety officer assigned to the project for the duration of this contract.

5.19 WORK SCHEDULE

Monday through Saturday, the Contract hours shall be 6:00 AM through 5:00 PM. Work that occurs during these hours are considered scheduled maintenance. Work authorized outside of these hours is considered emergency work and subject to a mobilization fee. No work outside these hours shall be allowed unless approved in advance by the COUNTY. This is subject to change upon agreement by the COUNTY.

5.20 INSURANCE:

Providing and maintaining adequate insurance coverage is a material obligation of the CONTRACTOR and is of the essence of this Contract. All such insurance shall meet all laws of the County of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The CONTRACTOR shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Contract. The limits of coverage under each insurance policy maintained by the CONTRACTOR shall not be interpreted as limiting the CONTRACTOR'S liability and obligations under the Contract. During the term of the Contract, the CONTRACTOR at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract.

5.21 GENERAL INDEMNITY

The CONTRACTOR shall hold and save the COUNTY, its officers, agents, and employees, harmless from liability of any

kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the CONTRACTOR in the performance of this Contract and that are attributable to the negligence or intentionally tortious acts of the CONTRACTOR provided that the CONTRACTOR is notified in writing within 30 days that the COUNTY has knowledge of such claims. The CONTRACTOR represents and warrants that it shall make no claim of any kind or nature against the COUNTY's agents who are involved in the delivery or processing of CONTRACTOR goods or services to the COUNTY. The representation and warranty in the preceding sentence shall survive the termination or expiration of this Contract.

During the term of the Contract, the CONTRACTOR at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract.

5.22 NON-WAIVER OF RIGHTS

The COUNTY'S failure to insist upon the strict performance of any provision of this contract or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any rights under this contract

5.23 ENTIRE CONTRACT

The contract formally entered into by the parties after the vendor is selected constitutes the entire understanding of the parties. In the event of a conflict between the COUNTY'S contract terms and the CONTRACTOR'S contract terms, the COUNTY'S terms shall be the overriding determining factor.

5.24 OTHER LAWS AND REGULATIONS

CONTRACTOR will comply with any and all applicable federal, state, and local standards, regulation, laws, statutes and ordinances regarding toxic, hazardous and solids wastes and any other pollutants: public and private nuisances: health or safety: and zoning, subdivision or other land use controls. CONTRACTOR will take all reasonably necessary, proper or required safety, preventative and remedial measures in accordance with any and all relations and directives from the North Carolina Department of Human Resources, the United States Environmental Protection Agency, Occupational Safety and Health Administration (OSHA), the North Carolina Department of Environment and Natural Resources, Health Departments, and any other federal, state or local agency having jurisdiction, to insure the prompt prevention or cessation (now or in the future) of violations of either the applicable provisions of such standards, regulations, laws, statutes, and ordinances or any permits or conditions issued thereunder. CONTRACTOR will indemnify and hold harmless the COUNTY for CONTRACTOR's failure or neglect to comply with its obligations under this section.

5.25 ASSIGNMENT AND SUBCONTRACTING

The CONTRACTOR shall not assign or subcontract the work, or any part thereof, without the previous consent of Cumberland County, nor shall it assign, by power of attorney, operation of law, or otherwise, any moneys payable under the Contract without prior written consent of the COUNTY. CONTRACTOR has no authority to enter into contracts on behalf of COUNTY.

If the CONTRACTOR proposes to subcontract work in this Project, the subcontractor and the activity in this project are to be identified in the proposal. CONTRACTOR shall perform at least 50% of work. All subcontractors must be approved by the COUNTY and must conform to and comply with the same terms, standards and specifications applicable to the contracting firm.

The CONTRACTOR shall be fully responsible and accountable to the COUNTY for the acts and omissions of its subcontractors, and of persons directly or indirectly employed by him.

5.26 CONTRACT CANCELLATION

Termination of this contract shall be in accordance with the *Termination Clause* contained in *Attachment G.*

5.27 INDEPENDENT CONTRACTOR

The relationship of the CONTRACTOR to the COUNTY shall be that of an independent CONTRACTOR.

5.28 LAWS AND ORDINANCES

The contract will be governed by North Carolina law.

5.29 COMPLIANCE WITH LAWS

CONTRACTOR shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and its performance in accordance with this contract, including those of federal, state, and local agencies having jurisdiction and/or authority.

5.30 PUBLIC OR PRIVATE PROPERTY DAMAGE

CONTRACTOR shall be responsible for all damage, injury, or loss to any property.

CONTRACTOR shall restore all disturbed areas to their original condition, including re-grading, use of rye grass and permanent grass, and any other means determined to be necessary.

CONTRACTOR failure to restore damage to public or private property to the satisfaction of the COUNTY will result in the COUNTY withholding retainage money in an amount sufficient to make necessary repairs.

5.31 DISPUTE RESOLUTION

CONTRACTOR and COUNTY shall attempt to resolve conflicts or disputes under this Agreement in a fair and reasonable manner. If an informal resolution cannot be achieved to attempt to mediate the conflict between the CONTRACTOR and the COUNTY, all litigation shall be commenced in the appropriate division of the General Court of Justice in Cumberland County, North Carolina.

5.32 OTHER MUNICIPALITIES

The County may provide assistance through this contract to municipalities located within the County of Cumberland.

5.33 RETAINAGE

Retainage shall be held in accordance with North Carolina General Statute 143-143.1. All records required for FEMA reimbursement shall be attached to any partial pay request. Payment will not be processed without this documentation.

5.34 PENALTIES

CONTRACTOR is subject to a decrease of mileage fee by 50% if sites are missed on the first pass through.

5.35 CONTRACTOR REPRESENTATIONS

CONTRACTOR warrants that qualified personnel shall provide services under this Contract in a professional manner. "Professional manner" means that the personnel performing the services will possess the skill and competence consistent with the prevailing business standards in the industry. CONTRACTOR agrees that it will not enter any agreement with a third party that may abridge any rights of the COUNTY under this Contract.

If any services, deliverables, functions, or responsibilities not specifically described in this Contract are required for CONTRACTOR'S proper performance, provision and delivery of the service and deliverables under this Contract, or are an inherent part of or necessary sub-task included within such service, they will be deemed to be implied by and included within the scope of the contract to the same extent and in the same manner as if specifically described in the contract. Unless otherwise expressly provided herein, CONTRACTOR will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the CONTRACTOR to provide and deliver the Services and Deliverables.

CONTRACTOR certifies that it has not previously or currently:

a. Had any criminal felony conviction, or conviction of any crime involving moral turpitude, including, but not limited to fraud, misappropriation or deception, of CONTRACTOR, its officers or directors, or any of its employees or other personnel to provide services on this project, of which CONTRACTOR has knowledge.

b. Had any regulatory sanctions levied against CONTRACTOR or any of its officers, directors or its professional employees expected to provide services on this project by any governmental regulatory agencies within the past three years. As used herein, the term "regulatory sanctions" includes the revocation or suspension of any license or certification, the levying of any monetary penalties or fines, and the issuance of any written warnings.

c. Had any civil judgments against CONTRACTOR during the three (3) years preceding submission of its proposal herein.

Any personnel or agent of the CONTRACTOR performing services under any contract arising from this RFP may be required to undergo a background check at the expense of the CONTRACTOR, if so requested by the COUNTY.

The COUNTY may, in its sole discretion, terminate the services of any person providing services under this Contract. Upon such termination, the COUNTY may request acceptable substitute personnel or terminate the contract services provided by such personnel.

Attachments to this RFP begin on the next page.

ATTACHMENT A: INSTRUCTIONS TO VENDORS

1. **READ, REVIEW AND COMPLY:** It shall be the vendor's responsibility to read this entire document, review all enclosures and attachments, and any addenda thereto, and comply with all requirements specified herein, regardless of whether appearing in these Instructions to vendors or elsewhere in this RFP document.

2. **LATE PROPOSALS**: Late proposals, regardless of cause, will not be opened or considered, and will automatically be disqualified from further consideration. It shall be the vendor's sole responsibility to ensure delivery at the designated office by the designated time.

3. **ACCEPTANCE AND REJECTION:** The County reserves the right to reject any and all proposals, to waive minor informality in proposals and to reject proposal with non-minor informalities, based on the sole discretion of the County.

4. **EXECUTION:** Failure to sign EXECUTION PAGE in the indicated space will render proposal non-responsive, and it shall be rejected.

5. **GIFTS:** Gifts and favors to the County of any kind in any amount are prohibited.

6. **SUSTAINABILITY**: To support the sustainability efforts of the County of Cumberland we solicit your cooperation in this effort. All copies of the proposal are printed double-sided.

7. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143-48 and Executive Order #150 (1999), the County invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.

8. **INFORMAL COMMENTS:** The County shall not be bound by informal explanations, instructions or information given at any time by anyone on behalf of the County during the competitive process or after award. The County is bound only by information provided in this RFP and in formal Addenda issued through the State's IPS and the County's Vendor Self Service website.

9. **COST FOR PROPOSAL PREPARATION:** Any costs incurred by vendor in preparing or submitting offers are the Vendor's sole responsibility; the County of Cumberland will not reimburse any vendor for any costs incurred.

10. **VENDOR'S REPRESENTATIVE:** Each vendor shall submit with its proposal the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm's proposal.

11. **SUBCONTRACTING:** The Contractor shall not assign or subcontract the work, or any part thereof, without the previous consent of Cumberland County, nor shall it assign, by power of attorney, operation of law, or otherwise, any moneys payable under the Contract without prior written consent of the County.

    If the vendor proposes to subcontract work in this project, the subcontractor and the activity in this project are to be identified in the proposal.

    All subcontractors must be approved by the County and must conform to and comply with the same terms, standards and specifications applicable to the contracting firm.

    The vendor shall be fully responsible and accountable to the County for the acts and omissions of its subcontractors, and of persons directly or indirectly employed by him.

12. **INSPECTION AT VENDOR'S SITE:** The County reserves the right to inspect, at a reasonable time, the

equipment/item, plant or other facilities of a prospective vendor prior to Contract award, and during the Contract term as necessary for the County determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the Contract.

13. **AFFIRMATIVE ACTION**: The vendor will take affirmative action in complying with all Federal and County requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability.

14. **VENDOR REGISTRATION**: Vendors are not required to register as a vendor in our system in order to submit a bid; however, registration is recommended so that vendor information is available for future opportunities. New vendors can register by visiting the following URL: https://ccmunis.co.cumberland.nc.us/vss/Vendors/default.aspx .

This Space is Intentionally Left Blank

ATTACHMENT B: EXECUTION OF PROPOSAL

EXECUTION

In compliance with this Request for Proposal (RFP), and subject to all the conditions herein, the undersigned vendor offers and agrees to furnish and deliver any or all items/services upon which prices are proposed. By executing this proposal, the undersigned vendor certifies that this proposal is submitted competitively and without collusion, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible from covered transactions by any Federal or State department or agency. Furthermore, the undersigned vendor certifies that it and its principals are not presently listed on the Department of State Treasurer's Final Divestment List as per N.C.G.S 147-86.55-69.

The potential Contractor certifies and/or understands the following by placing an "X" in all blank spaces:

X — The County has the right to reject any and all proposals or reject specific proposals with deviated/omitted information, based on the County's discretion if the omitted information is considered a minor deviation or omission. The County will not contact vendors to request required information/documentation that is missing from a proposal packet. Additionally, if the County determines it is in its best interest to do so, the County reserves the right to award to one or more vendors and/or to award only a part of the services specified in the RFP.

X — This proposal was signed by an authorized representative of the Contractor.

X — The potential Contractor has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.

X — All labor costs associated with this project have been determined, including all direct and indirect costs.

X — The potential Contractor agrees to the conditions as set forth in this RFP with no exceptions.

X — Selection of a contract represents a preliminary determination as to the qualifications of the vendor. Vendor understands and agrees that no legally binding acceptance offer occurs until the Cumberland County Board of Commissioners, or its designee, executes a formal contract and/or purchase order.

Therefore, in compliance with the foregoing RFP, and subject to all terms and conditions thereof, the undersigned offers and agrees to furnish the services for the prices quoted within the timeframe required. Vendor agrees to hold firm offer through contract execution.

Failure to complete, execute/sign (E-signature or handwritten) proposal prior to submittal shall render the proposal invalid and it WILL BE REJECTED.

VENDOR: Charles R. Underwood, Inc.			
STREET ADDRESS: 2000 Boone Trail Rd		P.O. BOX:	ZIP: 27330
CITY & COUNTY & ZIP: Sanford, NC, Lee County, 27330		TELEPHONE NUMBER: 919-775-2463	TOLL FREE TEL. NO: 1-800-729-2463
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #10):			
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR: Zach C. Hinnant, General Manager		FAX NUMBER: 919-708-7232	
VENDOR'S AUTHORIZED SIGNATURE: Zach C. Hinnant	**DATE:** 6/30/2025	EMAIL: zhinnant@crupumps.com	

ATTACHMENT C: PROPOSAL COST

1. Name of Company submitting bid Charles R. Underwood, Inc.
2. All hourly cost for times, materials, and labor shall include mobilization costs.
3. Emergency work outside normal business hours is subject to a 2% upcharge.
4. A work order estimate approved by the General Manager for Natural Resources is required prior to performing scheduled maintenance and repairs. The max amount of an individual work order for repair shall not exceed $30,000.
5. The annual NOT TO EXCEED cost for this contract is $100,000 for Public Utilities and $125,000 for Solid Waste.

SCHEDULE 2 – HOURLY EQUIPMENT AND LABOR PRICE SCHEDULE

Location: _____

Regular Hours: from ___ : ___ AM to ___ : ___ PM

Emergency Hours: from ___ : ___ AM to ___ : ___ PM

Combined: from ___ : ___ AM to ___ : ___ PM or 24 hrs

See Internal Rate Sheet Section E.

Equipment Type – Ref. to Section 4.1 Q	**Regular Hours Cost/Hr**	**Emergency Hours Cost/Hr**	**Combined**

Labor Category	**Hourly Labor Rate**	**Emergency Labor Rate**

ATTACHMENT D: CERTIFICATION OF FINANCIAL CONDITION

Name of Vendor: Charles R. Underwood, Inc.

The undersigned hereby certifies that: [check all applicable boxes]

☑ The vendor is in sound financial condition and, if applicable, has received an unqualified audit opinion for the latest audit of its financial statements.

Date of latest audit: N/A

☑ The vendor has no outstanding liabilities, including tax and judgment liens, to the Internal Revenue Service or any other government entity.

☑ The vendor is current in all amounts due for payments of federal and County taxes and required employment-related contributions and withholdings.

☑ The vendor is not the subject of any current litigation or findings of noncompliance under federal or County law.

☑ The vendor has no findings in any past litigation, or findings of noncompliance under federal or County law that may impact in any way its ability to fulfill the requirements of this Contract.

☑ He or she is authorized to make the foregoing statements on behalf of the vendor.

Note: This is a continuing certification and vendor shall notify the Contract Lead within 15 days of any material change to any of the representations made herein.

If any one or more of the foregoing boxes is NOT checked, vendor shall explain the reason in the space below:

Signature 6/30/2025
Signature Date

Zach C. Hinnant General Manager
Printed Name Title

[This Certification must be signed by an individual authorized to speak for the vendor]

ATTACHMENT E: CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements
The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

Signature of Contractor's Authorized Official

Zach C. Hinnant, General Manager
Name and Title of Contractor's Authorized Official

6/30/2025
Date

ATTACHMENT F: NON-COLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT

State of North Carolina County of Cumberland
On-Call Utility Services

Zach C. Hinnant, being first duly sworn, deposes and says that:

1. He/She is the General Manager of Charles R. Underwood, Inc., the proposer that has submitted the attached proposal;

2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;

3. Such proposal is genuine and is not a collusive or sham proposal;

4. Neither the said proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other proposer firm or Person to submit a collusive or sham proposal in connection with the contract for which the attached proposal has been submitted or to refrain from proposing in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion of communication or conference with any other proposer, firm or person to fix the price or prices in the attached proposal or of any other proposers, or to fix any overhead, profit or cost element of the proposal price of the proposal of any other proposer or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County of Cumberland or any person interested in the proposed contract; and

5. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature Zach C. Hinnant

Printed Name: Zach C. Hinnant

Title: General Manager

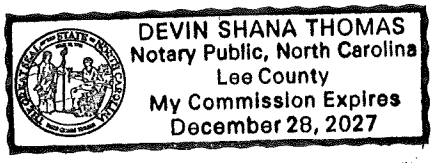
Date: 6/30/25

Subscribed and Sworn to Before Me,

This 30 day of June, 2025

Notary Public Devin Shana Thomas

My Commission Expires: 12/28/2027



ATTACHMENT G: FEMA REQUIRED CONTRACT CLAUSES

Federal Contracting Requirements

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

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

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

1. Drug Free Workplace Requirements

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

2. Contractor Compliance

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

3. Conflict of Interest

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

4. Mandatory Disclosures

The Contractor must disclose in writing all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award.

5. Energy Conservation

The Contractor and Subcontractors agrees to comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. § 6321, et seq.

6. Clean Air Act and The Federal Water Pollution Control Act

Clean Air Act:

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act:
(1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

7. Access to Records and Reports
The following access to records requirements applies to this contract:

(1) The Contractor agrees to provide the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

8. No Obligation by Federal Government
The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

9. Program Fraud and False or Fraudulent Statements or Related Acts
The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

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

11. Termination
(1) ***Termination Without Cause***. The County may immediately terminate this Agreement at any time without cause by giving 30 days' written notice to the Contractor.

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

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

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

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

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

Any dishonest reporting or inaccurate representation of material will be grounds for immediate termination. Inadequate staffing and trucking may also be grounds for termination.

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

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

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

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

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

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

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

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

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

12. Remedies

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

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

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

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

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

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

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

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

13. Debarment and Suspension

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.

(3) This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

14. Equal Employment Opportunity

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

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

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

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

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

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

15. Davis-Bacon Requirements

(1) All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

(2) Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

(3) Additionally, contractors are required to pay wages not less than once a week.

16. Copeland "Anti-Kickback" Act

(1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

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

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

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

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b) (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b) (1) of this section, in the sum of $26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b) (1) of this section.

(3) Withholding for unpaid wages and liquidated damages.

(i) *Withholding Process.* The Owner may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this paragraph (b) on this contract, any other federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless

of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

(ii) *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:

(A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(B) A contracting agency for its reprocurement costs;

(C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(D) A contractor's assignee(s);

(E) A contractor's successor(s); or

(F) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (5) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (5). In the event of any violations of these clauses, the prime contractor, and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

(5) Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

(i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

(ii) Filing any complaint, initiating, or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

(iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

(iv) Informing any other person about their rights under CWHSSA or this part.

Further Compliance with the Contract Work Hours and Safety Standards Act

(1) The contractor or subcontractor shall maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of three years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made; and actual wages paid.

(2) Records to be maintained under this provision must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.

18. Rights to Inventions Made Under a Contract or Agreement

Patent and Rights in Data

Contracts involving experimental, developmental, or research work.

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

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

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

(1) Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution. In accordance with 49 CFR § 18.34 and 49 CFR § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)(i) and (2)(b)(ii) of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

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

(3) Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part.

(4) When federal assistance is awarded for experimental, developmental, or research work, it is the general intention to increase knowledge available to the public rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless determined otherwise, the Purchaser and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agree to make available to the public, either the license in the copyright to any subject data developed in the course of that contract or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor's use whose costs are financed in whole or in part with Federal assistance.

(5) Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Purchaser nor

the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

(6) Nothing contained in this clause regarding rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

(7) Data developed by the Purchaser or Contractor and financed entirely without the use of Federal assistance that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work.

(8) Unless determined otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

(9) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor 's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor agree to take the necessary actions to provide those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR Part 401.

(10) The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

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

(1) General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier.

(2) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor 's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR Part 401.

(3) The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

19. <u>Procurement of Recovered Materials</u>

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- Competitively within a timeframe providing for compliance with the contract performance schedule.
- Meeting contract performance requirements.
- At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

(3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

20. Safeguarding Personal Identifiable Information:

Contractor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable federal, state, and/or local laws regarding privacy and obligations of confidentiality.

21. DHS Seal, Logo, and Flags

The County and Contractor or Subcontractors must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g. FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

22. Byrd Anti-Lobbying Amendment

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

23. Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

24. Prohibition on Contracting for Covered Telecommunications Equipment or Services

(a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services, as used in this clause-

(b) *Prohibitions.*

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) *Exceptions.*

(1) This clause does not prohibit contractors from providing-

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

(i) Covered telecommunications equipment or services that:

i. Are *not used* as a substantial or essential component of any system; and

ii. Are *not used* as critical technology of any system.

(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) *Reporting requirement.*

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

25. <u>Domestic Preference for Procurements</u>

The contractor should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber

26. <u>Build America, Buy America Act (BABAA)</u>

Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the Build America, Buy America Act shall file the required certification to County with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by FEMA.

Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58 §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that does not ensure compliance with BABAA domestic preference requirements. Such disclosures shall be forwarded to the recipient who, in turn, will forward the disclosures to FEMA, the federal agency; subrecipients will forward disclosures to the pass-through entity, who will, in turn, forward the disclosures to FEMA.

27. Build America, Buy America Act Preference

Contractors and subcontractors agree to incorporate the Buy America Preference into planning and design when providing architectural and/or engineering professional services for infrastructure projects. Consistent with the Build America, Buy America Act (BABAA) Pub. L. 117-58 §§ 70901-52, no federal financial assistance funding for infrastructure projects will be used unless all the iron, steel, manufactured products, and construction materials used in the project are produced in the United States.

28. Affirmative Socioeconomic Steps

The Contractor is encouraged to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms are used when possible.

29. Creating Good Jobs

Pursuant to FEMA Information Bulletin No. 520, the Contractor will comply with all applicable federal labor and employment laws. To maximize cost efficiency and quality of work, the Contractor commits to strong labor standards and protections for the project workforce by creating an effective plan for ensuring high-quality jobs and complying with federal labor and employment laws. The Contractor acknowledges applicable minimum wage, overtime, prevailing wage, and health and safety requirements, and will incorporate Good Jobs Principles wherever appropriate and to the greatest extent practicable. https://www.dol.gov/sites/dolgov/files/goodjobs/Good-Jobs-Summit-Principles-Factsheet.pdf

30. Buy Clean

The Contractor is encouraged to use environmentally friendly construction practices in the performance of this Agreement. In particular, the Contractor is encouraged that the performance of this agreement include considering the use of low-carbon materials which have substantially lower levels of embodied greenhouse-gas emissions associated with all relevant stages of production, use, and disposal, as compared to estimated industry averages of similar materials or products as demonstrated by their environmental product declaration.

31. License and Delivery of Works Subject to Copyright and Data Rights

The Contractor grants to the County, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the County or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures, or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the County data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the County.

32. Retention Requirements

All documents must be retained for a **minimum of three (3) years** from the date of submission of the final federal financial report (SF-425). There are several exceptions to this rule which can be found in 2 CFR § 200.334.

CUMBERLAND COUNTY
NORTH CAROLINA

Solid Waste Management &
Public Utilities Department

* Received 6/24/25, Acknowledged. ZCH

RFP ON-CALL UTILITY SERVICES

Addendum I

A. Modification to Language
(Changes are in red)

1. PURPOSE AND BACKGROUND

The County intends to enter into ~~two (2)~~ stand-by contracts ~~with a firm~~ to provide the services contained within this RFP. Proposals should be from firms experienced in the repairs and maintenance associated with Public Utilities (water & sewer) and landfill related utilities including, but not limited to the following areas:

A. Electrical
1. Electrical Distribution
2. Motor Starters
3. Instrumentation Controls

A. Mechanical
1. Pumps
2. Process Piping
3. Welding

B. Plumbing
1. Fixing water main break and sewer or drainage line or service breaks
2. Dewatering
3. Bypass pumping and other associated work

Most services will be for scheduled repairs. ~~One contract will be with a Primary contractor and the other with a "Secondary" contractor. The "Primary" contractor will be on a first contact basis for emergencies that may require utilities services. The "Secondary" contractor will serve as a backup to the "Primary" for any emergency that may be of a scale larger than one company would be capable and equipped to handle. The County will reserve the right to decide when and if the "Secondary" contract will be activated.~~ Contractors will be provided a mobilization upcharge for emergency callouts.

CUMBERLAND COUNTY
NORTH CAROLINA

Solid Waste Management &
Public Utilities Department

5.33 RETAINAGE

Retainage shall be held in accordance with North Carolina General Statute 143-134.1 ~~143-143.1~~. All records required for FEMA reimbursement shall be attached to any partial pay request. Payment will not be processed without this documentation.

Below are questions that have been asked with responses in red.

1) Page 21 -Schedule 2- Hourly Equipment And Labor Price Schedule. Can we submit our corporate rate sheet or do the rates need to be applied to the one provided? Yes, you may provide your corporate rate sheet as long as the rates are identified as regular hours, emergency hours, combined, etc., so that we are able to see clearly what the costs will be.

2) Page 31- number 15 -Davis-Bacon Requirements –(2) Can we use the Building Construction codes to meet the Davis Bacon requirements for this proposal? No, because we may use State and/or Federal funds that require the Davis-Bacon Act.

CUMBERLAND COUNTY
NORTH CAROLINA

SOLID WASTE MANAGEMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF AUGUST 25, 2025

TO: **BOARD OF COUNTY COMMISSIONERS**

FROM: **AMANDA LEE, PE, GENERAL MANAGER FOR NATURAL RESOURCES**

DATE: **8/13/2025**

SUBJECT: **APPROVAL OF PUBLIC WATER CONNECTION AGREEMENT FOR COUNTY OWNED PROPERTY AT 2736 CEDAR CREEK ROAD**

BACKGROUND

The Public Utilities Department received the attached Public Water Connection Agreement between Chemours Company FC, LLC and Cumberland County as the property owner of 2736 Cedar Creek Road, also known as the Alphin House that the Vision Resource Center currently leases. In December 2020, Chemours sent a letter with the test results of the well and offering a Reverse Osmosis (RO) Treatment System and bottled water per paragraph 20 of the Consent Order due to the combined results of PFAS being greater than 70ppt.

Per outside counsel, Stephen Johnston with Baron & Budd, PC, Chemours has agreed to pay the full amount to connect Fayetteville Public Works Commission's water line. This does not include the monthly water bill, since the property only qualifies under paragraph 20 of the Consent Order for the RO system.

Per outside Council, Chemours has represented that they will complete the entire process with PWC for connection.

At the August 12, 2025, meeting, the Infrastructure Committee approved this agreement as an item of consent for the August 25, 2025, Board of Commissioners regular meeting agenda.

RECOMMENDATION / PROPOSED ACTION

The Public Utilities Division, General Manager for Natural Resources, and County Management recommend approval of the Public Water Connection Agreement.

ATTACHMENTS:

Description	Type

Public Water Connection Agreement	Backup Material
Chemours RO Treatment System Offer Letter	Backup Material
PWC Water & Sewer Connection Fees - Quote	Backup Material

Public Water Connection Agreement

This Public Water Connection Agreement is between the below identified Owner of the parcel of real estate and improvements located at 2736 Cedar Creek Rd, Fayetteville, NC 28312 (hereafter referred to as the Property), and Chemours Company FC, LLC (Chemours). Owner(s)' consent is contingent upon the conditions provided below. Fulfillment by Chemours of its obligations specified in this Agreement is also contingent upon the conditions below.

Condition 1. Owner acknowledges you are the owner of the Property, and you understand that the Property qualifies for either the three under sink Reverse Osmosis (RO) systems pursuant to Paragraph 20 of the Consent Order or the whole home Granulated Activated Carbon (GAC) system pursuant to Paragraph 19 of the Consent Order entered between Chemours, North Carolina Department of Environmental Quality ("NCDEQ") and Cape Fear River Watch, which was approved by the Superior Court for Bladen County on February 25, 2019.

Condition 2. Owner chooses to proceed with the installation of a permanent replacement drinking water supply system for the Property, consisting of the connection of the geographically specific public water supply (PW Supplier) rather than the RO or GAC systems, which you have declined subject to the public water connection being completed. Some site conditions such as but not limited to zoning, easements and NCDOT requirements preventing a public water connection may be identified by the public water provider. If those conditions are confirmed the Owner will maintain qualification for their respective mitigation.

Condition 3. Chemours will pay for the standard costs charged by the Public Water Supply, including water connection and lateral charges, for establishing a 1-inch or smaller meter connection for a residential property to an existing water main. Owner will be responsible for any additional costs charged by the Public Water Supply to include obtaining any easements or access agreement with other parties and new utility account fees.

Condition 4. Chemours will provide and pay for the standard construction, labor, and material necessary to connect the Property to the Public Water Supply and disconnect the Property's current well from the drinking water system. Owner grants Chemours the authority to obtain and pay for all necessary federal, state, and county permits for completion of the work described above on behalf of Owner as required.

Condition 5. Owner will be responsible for any plumbing costs for connecting the residential structure to the meter connection relating to non-standard conditions such as: concrete saw cutting and restoration that could otherwise be avoided, landscape restoration beyond replacement of soil and seed, or plumbing services not related to the PW connection. at the Property. Owner understands and agrees that the Property's current well will be disconnected from the property's drinking water system and will not be reconnected to such system. Owner further understands and agrees that Owner will be responsible for any abandonment or other costs relating to the property's well.

Condition 6. If RO equipment was previously installed by Chemours subcontractors, Owner will allow Chemours' subcontractors to remove the RO filtration equipment and restore all plumbing

Public Water Connection Agreement

connections. If Owner decides to keep the RO equipment, they may enter into a service agreement with the subcontractor at their own expense. In addition, the Owner understands once the public water connection has been satisfactorily completed, inspected, and approved per County requirements, owner will be responsible for any costs, damages, or issues relating to the public water supply connection going forward, including any public water bills from the Public Water Supply.

Condition 7. If GAC equipment was previously installed by Chemours subcontractors, Owner will allow Chemours' Subcontractors to remove the Whole Home GAC system restore all plumbing connections. GAC system buildings will be removed, and the Owner can have the electric circuits disconnected or converted to an exterior receptacle. In addition, the Owner understands once the public water connection has been satisfactorily completed, inspected, and approved per County requirements, owner will be responsible for any damages or issues relating to the public water supply connection going forward. For Owners qualifying for GAC under Section 19 of the Order, Chemours will pay water bills from the Public Water Supply for a period of 20 years up to $75 per month.

This agreement is understood and intended by Chemours and by Owner to be without any admissions of liability or fact, and nothing in this agreement shall be considered as an admission by Chemours or by Owner in any proceeding.

Owner(s) Agrees and provides consent on this date, _____ by:

_____ and _____

Owner Signature Owner Signature

_____ and _____

Owner Printed Name Owner Printed Name

Agreed by Chemours: _____ Date: _____

Yalvigi, Sathya V.

The Chemours Company
Fayetteville Works
22828 NC Highway 87 W
Fayetteville, NC 28306

12/07/2020

Cumberland County (Attn: Jeffrey Brown)
426 MAYVIEW ST
FAYETTEVILLE, NC 28302

RE: Reverse Osmosis Treatment System Offer Letter and Bottled Water for 2736 CEDAR CREEK RD

Dear Owner/Resident/Tenant:

Since early September 2017, Chemours—in consultation and cooperation with the North Carolina Department of Environmental Quality (NCDEQ)—has been conducting a residential well sampling program in the vicinity of the Fayetteville Works facility. Chemours entered into a Consent Order with NCDEQ and Cape Fear River Watch, which was approved by the Superior Court for Bladen County on February 25, 2019.

Per- and polyfluoroalkyl substance (PFAS) concentrations in the drinking water samples for **2736 CEDAR CREEK RD** are greater than or equal to 10 ng/L (for one PFAS) or 70 ng/L (for combined PFAS). Per the Consent Order, Chemours will install up to three reverse osmosis (RO) drinking water treatment systems in your residence to treat drinking water. Bottled drinking water was delivered with this letter for your immediate use. You will receive a pre-paid Voucher card in the next two weeks to use for the purchase of replacement drinking water until RO treatment systems are installed. **If you wish to receive regular water delivery from a Chemours vendor in lieu of the pre-paid Voucher card, please call 910.678.1101.**

What You Need to Know

This residence qualifies for bottled water and the installation of a RO treatment system based on lab complete sampling results. We will send these results to you once we receive the report from the laboratory. Information regarding the drinking water program and the RO treatment system are included with this letter.

RO drinking water treatment systems are installed under sinks to effectively remove PFAS from drinking water. Chemours will pay to have up to 3 systems installed in this residence and will maintain the systems for a minimum of 20 years. You are not required to have a system installed; you may decline this offer or have less than 3 systems installed.

Chemours will provide a pre-loaded $225 Voucher card for a 3-month supply of bottled water for this residence so you may purchase water. You will need to speak with a team member to provide a working phone number and name to be listed on the card. Please call and leave a message at 910.678.1101. A phone number is required by the bank for Voucher card activation. The Voucher card will be reloaded with $225 every 3 months for up to one year or until the RO treatment system is in operation at your residence. Please see the enclosed infographic which provides detailed information about the Voucher card program. In addition, supplemental water is available for pick up at the Fayetteville works facility. Instructions for the supplemental water program are on the back of this letter.

What You Need to Do

Please call **910.678.1101** to have a treatment system installed in this residence. Leave a message with your name, phone number, and the address on this letter and a team member will return your call as quickly as possible. Owners must authorize installation of RO systems.

If you DO NOT want a treatment system installed, fill out the enclosed Decline Reverse Osmosis Drinking Water Treatment System form and mail the form in the self-addressed, stamped envelope provided with this letter.

For more information, see the Chemours website https://www.chemours.com/en/about-chemours/global-reach/fayetteville-works.

This letter was sent to your attorney if our records indicate an attorney is representing you in this matter.

Sincerely,

Brian Long, Plant Manager
Chemours – Fayetteville Works

Attachments: Drinking Water Program Overview, Reverse Osmosis Treatment System Overview, Drinking Water Program Voucher

Supplemental Bottled Water Program

Supplemental water can be picked up from the Fayetteville Works plant if you do not receive your scheduled delivery for any reason. Please note the following regarding water pick-up:

- Water can be picked up from 2:00 to 6:00 p.m. every Monday and 8:00 to 10:00 a.m. every Saturday, excluding holidays.
- **You must have this letter with you as the barcode is specific to your address. *Copies of this letter will not be accepted.***
- A maximum of two cases of supplemental water are allowed per residence, per week (each case has six, one-gallon bottles). *Supplemental water is not intended to be used as a routine weekly supply.*
- Park near the plant's main gate entrance (directions below). The attendant will scan the barcode sticker at the top of this letter and give you up to two cases of water.

Directions to Chemours Fayetteville Works:

22828 NC 87 Hwy, Fayetteville, NC 28306

- Turn onto the plant where County Line Road meets NC 87 Hwy.
- Travel about 1 mile - road will bend to the right.
- Take a right and continue straight.
- Pass the sign pointing to Chemours and continue straight until you reach the Administration Building.
- Pass the Administration Building and turn left to the Main Guardhouse.

Address: 2736 CEDAR CREEK RD
Sample Name: FAY-D-2736CEDRC-W1-1-111220
Sample Date: 11/12/2020
Laboratory: LANC

What to Check

The preliminary laboratory results for this residence are presented in the table below. Compare your preliminary laboratory results to the criteria to determine if your residence is eligible for a filtration system. Criteria include:

- GT140 which means greater than or equal to 140 ng/L for HFPO Dimer Acid/GenX (140 ng/L is the same as 0.14 ug/L and 140 ppt)
- GT70 which means greater than or equal to 70 ng/L for combined PFAS (70 ng/L is the same as 0.07 ug/L and 70 ppt)
- GT10 which means greater than or equal to 10 ng/L for one PFAS (10 ng/L is 0.01 ug/L and 10 ppt)

If the laboratory results are greater than or equal to 70 ng/L for combined PFAS or greater than or equal to 10 ng/L for one PFAS, then **you are eligible for reverse osmosis (RO) filtration systems**.

If the laboratory results are greater than or equal to 140 ng/L for HFPO Dimer Acid/GenX, then **you are eligible for a granular activated carbon (GAC) filtration system**.

The table below provides preliminary laboratory results. Results are presented in nanograms per liter (ng/L) and micrograms per liter (ug/L) because laboratories report results in different units. Chemours will send the certified laboratory results report for this residence once received from the laboratory.

Preliminary Laboratory Results

Analyte	CAS Number	Results (ug/l)	Results (ng/l)	Detected	CO Criteria
Hfpo Dimer Acid	13252-13-6	< 0.0020	< 2	No	
PEPA	267239-61-2	< 0.0020	< 2	No	
Perfluoroheptanoic Acid	375-85-9	< 0.0020	< 2	No	
PFECA-G	801212-59-9	< 0.0020	< 2	No	
PFESA-BP1	29311-67-9	< 0.0020	< 2	No	
PFESA-BP2	749836-20-2	< 0.0020	< 2	No	
PFMOAA	674-13-5	0.0050	5	Yes	
PFO2HxA	39492-88-1	0.0076	7.6	Yes	
PFO3OA	39492-89-2	< 0.0020	< 2	No	
PFO4DA	39492-90-5	< 0.0020	< 2	No	
PFO5DA	39492-91-6	< 0.0020	< 2	No	
PMPA	13140-29-9	0.024	24	Yes	GT10
Combined PFAS	PTC_000230	0.0366	36.6	Yes	

CO Eligibility: **RO**

Water & Sanitary Sewer Connection Fees

SR# 2404279 CSR: LTV Date: 2/22/2024

Irrigation _____ Water x Sewer _____

Customer Name: Parsons Phone # 910-322-8738

Business Name: _____ Fax # _____

Mail/E-Mail: Parsons

E-Mail 2: _____

Address: 2736 Cedar Creek Rd **Lot#** _____ **Subdivision:** Sessoms & JW Carter

New PIN: 0455-92-4871 REID: _____ Frontage: 640

Existing Laterals:
Water _____ Sewer _____

Current Billing:
Water _____ Sewer _____

Field Check: _____ Tap to be made: water

Quote Information

No. of Water Laterals: 1 Lateral Size: 1" Meter Size: 1"

Water Main Charge: $16,793.60
Water Lateral Charge: $2,940.00
Meter Vault & By-Pass: _____
Jumbo Box: _____

Additional Water Laterals: Irrigation? Split?

_____ _____ _____ Water Lateral Charge: _____
_____ _____ _____ Water Lateral Charge: _____
_____ _____ _____ Water Lateral Charge: _____

No. of Sewer Laterals: _____ Lateral Size: _____

Sewer Main Charge: _____
Sewer Lateral Charge: _____

Other Charges:

_____ Other Charges: _____
_____ Water UCC/SDF: $1,198.00
_____ Sewer UCC/SDF: _____
Credit: _____
Total: $20,931.60

Remarks: Water tap needs to be made; ssee plumbers sketch for location. Property owees full commercial fees to connect.

Meter will not be set until backflow has been inspected by permitting authority.

This quote is valid for 60 days from the date of signature.

2/22/2024

Quoted by: J. Hulon 2/22/2024 Approved by: Misty Manning Sent: _____

CUMBERLAND COUNTY
NORTH CAROLINA

SOLID WASTE MANAGEMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF AUGUST 25, 2025

TO: **BOARD OF COUNTY COMMISSIONERS**

FROM: **AMANDA LEE, PE, GENERAL MANAGER FOR NATURAL RESOURCES**

DATE: **8/13/2025**

SUBJECT: **APPROVAL OF LETTER OF CONDITIONS FROM USDA RURAL DEVELOPMENT FOR NORCRESS**

BACKGROUND

The Public Utilities Department received notification from the USDA Rural Development on August 5th of their intent to fund the wastewater system rehabilitation for the NORCRESS system. The attached "Letter of Conditions" must be presented and approved by the Governing Board and outlines the conditions to be understood and agreed upon before further consideration will be given for the application. The grant will be administered on behalf of the Rural Utilities Service (RUS) by the State and Area staff of USDA Rural Development (RD) not to exceed $2,200,000 and a contribution from Cumberland County of $733,334 for a total project cost of $2,933,334.

The contribution from Cumberland County was budgeted and approved by the ARP Commitee on April 28, 2025, by the Finance Commitee on May 6, 2025, and by the Board of Commissioners, and the NORCRESS Governing Board for FY 25 on May 19, 2025 in Budget Ordinance Amendment #B250168.

A request for reappropriation of these funds will be brought forward for consideration at the September 2025 Finance Committee meeting.

This item was recommended to the Infrastructure Committee by the Finance Committee at the August 12, 2025, Finance Committee meeting. At the August 12, 2025, meeting, the Infrastructure Committee approved this as an item of Consent for the agenda of the August 25, 2025, Board of Commissioners' Regular meeting.

RECOMMENDATION / PROPOSED ACTION

The Public Utilities Division, General Manager for Natural Resources, and County Management recommend

approval of the Letter of Conditions for the NORCRESS Water and Sewer District.

ATTACHMENTS:

Description	Type
Request for Obligation of Funds	Backup Material
Letter of Intent to Meet Conditions	Backup Material
Letter of Conditions	Backup Material
Water and Waste System Grant Agreement	Backup Material
Certified List of Officers	Backup Material

USDA
Form RD 1940-1
(Rev. 06-10)

REQUEST FOR OBLIGATION OF FUNDS

FORM APPROVED
OMB No. 0570-0062

INSTRUCTIONS-TYPE IN CAPITALIZED ELITE TYPE IN SPACES MARKED ( )
Complete Items 1 through 29 and applicable Items 30 through 34. See FMI.

1. CASE NUMBER
ST CO BORROWER ID
38-026-855264495

LOAN NUMBER

FISCAL YEAR
2025

2. BORROWER NAME
Cumberland County, NC

3. NUMBER NAME FIELDS
(1, 2, or 3 from Item 2)

4. STATE NAME
North Carolina

5. COUNTY NAME
Cumberland

GENERAL BORROWER/LOAN INFORMATION

6. RACE/ETHNIC CLASSIFICATION
1 - WHITE
2 - BLACK
3 - AI/AN
4 - HISPANIC
5 - A/PI

7. TYPE OF APPLICANT
1 - INDIVIDUAL
2 - PARTNERSHIP
3 - CORPORATION
4 - PUBLIC BODY
5 - ASSOC. OF FARMERS
6 - ORG. OF FARMERS
7 - NONPROFIT-SECULAR
8 - NONPROFIT-FAITH BASED
9 - INDIAN TRIBE
10-PUBLIC COLLEGE/UNIVERSITY
11-OTHER
4

8. COLLATERAL CODE
1- REAL ESTATE SECURED
2-REAL ESTATE AND CHATTEL
3 - NOTE ONLY OR CHATTEL ONLY
4 - MACHINERY ONLY
5 - LIVESTOCK ONLY
6 - CROPS ONLY
7 - SECURED BY BONDS
8 - RLF ACCT

9. EMPLOYEE RELATIONSHIP CODE
1 - EMPLOYEE
2 - MEMBER OF FAMILY
3 - CLOSE RELATIVE
4 - ASSOC.

10. SEX CODE
1 - MALE
2 -FEMALE
3 - FAMILY UNIT
4 - ORGAN. MALE OWNED
5 - ORGAN FEMALE OWNED
6 - PUBLIC BODY
6

11. MARITAL STATUS
1 - MARRIED
2 - SEPARATED
3 - UNMARRIED (INCLUDES WIDOWED/DIVORCED)

12. VETERAN CODE
1 -YES
2 -NO

13. CREDIT REPORT
1 -YES
2 -NO
2

14. DIRECT PAYMENT
(See FMI)

15. TYPE OF PAYMENT
1 - MONTHLY
2 - ANNUALLY
3 - SEMI-ANNUALLY
4 - QUARTERLY

16. FEE INSPECTION
1 -YES
2 - NO
2

17. COMMUNITY SIZE
1 - 10 000 OR LESS (FOR SFH AND HPG ONLY)
2 - OVER 10,000

18. USE OF FUNDS CODE
(See FMI)

COMPLETE FOR OBLIGATION OF FUNDS

19. TYPE OF ASSISTANCE
936 *(See FMI)*

20. PURPOSE CODE
3

21. SOURCE OF FUNDS

22. TYPE OF ACTION
1 -OBLIGATION ONLY
2 - OBLIGATION/CHECK REQUEST
3 - CORRECTION OF OBLIGATION

23. TYPE OF SUBMISSION
1 - INITIAL
2 -SUBSEQUENT
1

24. AMOUNT OF LOAN

25. AMOUNT OF GRANT
2,200,000

26. AMOUNT OF IMMEDIATE ADVANCE

27. DATE OF APPROVAL
MO DAY YR

28. INTEREST RATE
0 %

29. REPAYMENT TERMS

COMPLETE FOR COMMUNITY PROGRAM AND CERTAIN MULTIPLE-FAMILY HOUSING LOANS

30. PROFIT TYPE
1 - FULL PROFIT
2 - LIMITED PROFIT
3 - NONPROFIT

COMPLETE FOR EM LOANS ONLY

31. DISASTER DESIGNATION NUMBER
(See FMI)

COMPLETE FOR CREDIT SALE-ASSUMPTION

32. TYPE OF SALE
1 -CREDIT SALE ONLY
2 - ASSUMPTION ONLY
3 -CREDIT SALE WITH SUBSEQUENT LOAN
4 -ASSUMPTION WITH SUBSEQUENT LOAN

FINANCE OFFICE USE ONLY

33. OBLIGATION DATE
MO DA YR

COMPLETE FOR FP LOANS ONLY

34. BEGINNING FARMER/RANCHER
(See FMI)

If the decision contained above in this form results in denial, reduction or cancellation of USDA assistance, you may appeal this decision and have a hearing or you may request a review in lieu of a hearing. Please use the form we have included for this purpose.

Position 2

ORIGINAL - Borrower's Case Folder **COPY 1 - Finance Office** **COPY 2 - Applicant/Lender** **COPY 3 - State Office**

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0570-0062. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

CERTIFICATION APPROVAL

For All Farmers Programs — EM, OL, FO, and SW Loans

This loan is approved subject to the availability of funds. If this loan does not close for any reason within 90 days from the date of approval on this document, the approval official will request updated eligibility information. The undersigned loan applicant agrees that the approval official will have 14 working days to review any updated information prior to submitting this document for obligation of funds. If there have been significant changes that may affect eligibility, a decision as to eligibility and feasibility will be made within 30 days from the time the applicant provides the necessary information.

If this is a loan approval for which a lien and/or title search is necessary, the undersigned applicant agrees that the 15-working-day loan closing requirement may be exceeded for the purposes of the applicant's legal representative completing title work and completing loan closing.

35. COMMENTS AND REQUIREMENTS OF CERTIFYING OFFICIAL

Grant approval subject to meeting all requirements of the Letter of Conditions and Community Project Funding Congressionally Directed Spending requirements. BABA does apply to the CPF CDS grant.

36. I HEREBY CERTIFY that I am unable to obtain sufficient credit elsewhere to finance my actual needs at reasonable rates and terms, taking into consideration prevailing private and cooperative rates and terms in or near my community for loans for similar purposes and periods of time. I agree to use the sum specified herein, subject to and in accordance with regulations applicable to the type of assistance indicated above, and request payment of such sum. I agree to report to USDA any material adverse changes, financial or otherwise, that occur prior to loan closing. I certify that no part of the sum specified herein has been received. I have reviewed the loan approval requirements and comments associated with this loan request and agree to comply with these provisions.

(For FP loans at eligible terms only) If this loan is approved, I elect the interest rate to be charged on my loan to be the lower of the interest rate in effect at the time of loan approval or loan closing. If I check "NO", the interest rate charged on my loan will be the rate specified in Item 28 of this form. ☐ YES ☐ NO

WARNING: **Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals or covers up by any trick, scheme, or device a material fact, or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined under this title or imprisoned not more than five years, or both."**

Date August 25 , 20 25

Kirk deViere, Chairman of Commissioners

(Signature of Applicant)

Date _____ , 20 ____

(Signature of Co-Applicant)

37. I HEREBY CERTIFY that all of the committee and administrative determinations and certifications required by regulations prerequisite to providing assistance of the type indicated above have been made and that evidence thereof is in the docket, and that all requirements of pertinent regulations have been complied with. I hereby approve the above-described assistance in the amount set forth above, and by this document, subject to the availability of funds, the Government agrees to advance such amount to the applicant for the purpose of and subject to the availability prescribed by regulations applicable to this type of assistance.

(Signature of Approving Official)

Typed or Printed Name: _____

Date Approved: _____ Title: _____

38. TO THE APPLICANT: As of this date _____ , this is notice that your application for financial assistance from the USDA has been approved, as indicated above, subject to the availability of funds and other conditions required by the USDA. If you have any questions contact the appropriate USDA Servicing Office.

Position 3

Form RD 1942-46
(Rev. 6-10)

UNITED STATES DEPARTMENT OF AGRICULTURE
RURAL DEVELOPMENT

FORM APPROVED
OMB NO. 0575-0015
OMB NO. 0570-0062

LETTER OF INTENT TO MEET CONDITIONS

Date 8-25-2025

TO: United States Department of Agriculture

Rural Development

(Name of USDA Agency)

440C Caton Rd.
Lumberton, NC 28360

(USDA Agency Office Address)

We have reviewed and understand the conditions set forth in your letter dated 8-25-2025 . It is our intent to meet all of them not later than 08-25-2026 .

Cumberland County, NC

(Name of Association)

BY

Kirk deViere, Chairman of Commissioners

(Title)

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a persons is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0015 and 0570-0062. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data. needed, and completing and reviewing the collection of information.

8/25/2025

Cumberland County
117 Dick Street
Fayetteville, NC 28301

SUBJECT: Letter of Conditions
Cumberland County, NC
Wastewater System Rehabilitation

CFDA Number 10.760 – Water and Waste Disposal Systems for Rural Communities

2024 WEP CPF Grant:	$2,200,000
Applicant Cost Share:	$ 733,334

Dear Mr. DeViere:

This letter establishes conditions which must be understood and agreed to by you before further consideration may be given to your application. The grant will be administered on behalf of the Rural Utilities Service (RUS) by the State and Area staff of USDA Rural Development (RD), both of which are referred to throughout this letter as the Agency. Any changes in project cost, source of funds, scope of project, or any other significant changes in the project or applicant must be reported to and concurred with by the Agency by written amendment to this letter. This includes any significant changes in the Applicant's financial condition, operation, organizational structure or executive leadership. Any significant changes made without Agency concurrence shall be a cause for discontinuing processing of the application.

This letter does not constitute grant approval, nor does it ensure that funds are or will be available for the project. The funding is being processed on the basis of a 2024 Water and Environmental Program (WEP) Community Project Funding (CPF) Grant not to exceed $2,200,000. The grant will be considered approved on the date Form RD 1940-1, "Request for Obligation of Funds" is signed by the Agency approval official.

The applicant will ensure projects are completed in a timely, efficient, and economical manner. You must meet all conditions set forth under Section III – Requirements Prior to Advertising for Bids within 1 year of this letter.

If you do not meet the conditions of this letter, the Agency reserves the right to withdraw Agency funding.

USDA is an equal opportunity provider, employer, and lender.

If you agree to meet the conditions set forth in this letter and desire further consideration be given to your application, please execute and return the following forms within 3 business days:

Form RD 1942-46, "Letter of Intent to Meet Conditions"
Form RD 1940-1, "Request for Obligation of Funds"

All parties may access information and regulations referenced in this letter at our website located at:

Water and Environmental Programs | Rural Development (usda.gov)

The conditions are as follows:

SECTION I - PROJECT SCOPE

1. Project Description – Funds will be used to for the rehabilitation of four lift stations (Godwin #1, Wade #1, Wade #2, and Falcon #92) to maintain the original pumping rates, including the replacement of electrical equipment and pumps and installation of diesel backup pumps at Wade #2 and Falcon #92; installation air release valves on force mains; and rehabilitation of manholes.

Facilities will be designed and constructed in accordance with sound engineering practices and must meet the requirements of Federal, State, and local agencies. The proposed facility design must be based on the revised Preliminary Engineering Report (PER) signed, dated, and sealed by Jay Meyers of Meyers Engineering on May 21, 2025, and concurred with by the Agency's State Engineer Brian Noll on June 6, 2025.

2. Project Funding – The Agency is offering the following funding for your project:

Agency CPF/CDS Grant	$2,200,000
This offer is based upon the following additional funding being obtained.	
Applicant Cost Share	$ 733,334
TOTAL PROJECT FUNDING	$2,933,334

Any changes in funding sources following obligation of Agency funds must be reported to the processing official. Prior to grant closing, any increase in non-Agency funding will be applied first as a reduction to Agency funds.

The applicant must certify that they have exhausted all other funding avenues and have no pending funding considerations from any other sources. Further, the applicant must certify that they do not intend to apply anywhere else to fund this project. If, after the obligation of Agency funds, other funding becomes available, the Agency reserves the right to de-obligate any and all funding for this project and to re-underwrite. This may result in the offering of a different funding package for this project.

Prior to advertisement for construction bids, you must provide evidence of applicant contributions and other funding sources. This evidence should include a copy of the commitment letter. Agency funds will not be used to pre-finance funds committed to the project from other sources.

3. **Project Budget** – Funding from all sources has been budgeted for the estimated expenditures as follows:

Project Costs:	**Total Budgeted:**
Administration	$4,240
Development	2,483,874
Contingency	250,220
Engineering Fees	195,000
Includes:	
Preliminary Engineering Report	20,000
Design/Bidding	90,000
Construction Administration	25,000
RPR (Inspection)	60,000
TOTAL PROJECT COST	$2,933,334

Project feasibility and funding will be reassessed if there is a significant change in project costs after bids are received. **Obligated grant funds not needed to complete the proposed project defined in the Project Scope will be de-obligated. Project Costs also include Contingency funds, which are to only be used to cover unexpected costs within the scope of the approved project and not expand the scope of the project if funds remain at completion.** If actual project costs exceed the project cost estimates, an additional contribution by the Owner may be necessary. An "Amended Letter of Conditions" will be issued for any significant changes to the total project budget.

4. **Project Timeline** – To ensure that the project proceeds in a timely manner, key processing milestones have been established in accordance with the PER or other Agency approved documentation. **Projects should be completed and Agency funds fully disbursed within three years of obligation**.

By accepting the terms outlined herein, you agree to adhere to the milestones specified below. If one or more of the milestones cannot be met, you must submit a written extension request to the Agency 30 days in advance, or no less than 10 calendar days before the referenced date.

Should your final payment date extend beyond three years from the obligation date, a written request must be submitted following the procedures outlined in Section VI of this letter, with a minimum of 90 days' notice before the benchmark date. The request must provide valid justification for the delay and include a revised project completion schedule. If the Agency concurs with the modification, written confirmation will be provided. The Agency reserves the right to de-obligate loan and/or grant funds, or take other appropriate action, if the established or amended deadlines are not met.

Milestone	Date
ESA Executed by Owner-Engineer-USDA	8/25/2025
All Final Design Phase Deliverables Complete, including Permit Acquisition	1/13/2026
Land & Easement Acquisition Complete	1/13/2026
Initial Advertisement for Bids	2/5/2026
Notice to Proceed with Construction Issued	4/15/2026
Substantial Completion (Contract Time)	12/11/2026
Final Completion (Project Close Out)	1/11/2027

SECTION II –Grant Agreement

5. **Grant Agreement -** The RUS Bulletin 1780-12, "Grant Agreement" will be executed prior to the first disbursement of grant funds.

The grantee understands that any property acquired or improved with Federal grant funds may have use and disposition conditions which apply to the property as provided by 2 CFR part 200 in effect at this time and as may be subsequently modified. The grantee understands that any sale or transfer of property is subject to the interest of the United States Government in the market value in proportion to its participation the project.

SECTION III –REQUIREMENTS PRIOR TO ADVERTISING FOR BIDS

6. **Organization** – The Bond Counsel transcripts of proceedings, or similar Agency-approved documentation, must show that your organization is a duly incorporated public body and has continued legal existence. Your organization must have the authority to own, construct, operate, and maintain the proposed facility, as well as for borrowing money, pledging security, and raising revenues.

7. Suspension and Debarment Screening – You will be asked to provide information on the principals of your organization. Agency staff must conduct screening for suspension and debarment of the entity, as well as its principals through the Do Not Pay Portal. A principal is defined as follows:

Principal –

(a) An officer, director, owner, partner, principal investigator, or other person within a participant with management or supervisory responsibilities related to a covered transaction; or
(b) A consultant or other person, whether or not employed by the participant or paid with federal funds, who –

(1) Is in a position to handle federal funds;
(2) Is in a position to influence or control the use of those funds; or,
(3) Occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction. (2 CFR §180.995).

If the Agency staff is unable to confirm if any of the matches belong to the principal, the staff will request the Social Security Number (SSN), or at a minimum the last four digits of the SSN, to determine if the principal is suspended or debarred.

8. Uniform Guidance Procurement Standards Requirements - In accordance with 2 CFR Part 200, you must adopt and follow a procurement policy that follows the Uniform Guidance and implement internal control processes and procedures to ensure compliance with the adopted policy. (2 CFR §200.318)

9. Environmental Requirements –At the conclusion of the proposal's environmental review process, specific action(s) were determined necessary to avoid or minimize adverse environmental impacts. The SEC completed the screening for Extraordinary Circumstances/Minimal Environmental Documentation for proposed project. Categorical Exclusion Form 1970 B Exhibit D was completed and approved by the USDA Program Director on 5/27/2025.

Mitigation Measures-

Historic Preservation: The contractor must follow and maintain a copy of the Agency's inadvertent discovery plan (attached) onsite for review as a condition of obligation to address any historic properties inadvertently discovered or affected during construction. Any excavation by the contractor that uncovers a historical or archaeological artifact or human remains shall be immediately reported to the owner and a representative of the Agency. Construction shall be temporarily halted pending the notification process and further directions issued by Agency after consultation with the State Historic Preservation Officer (SHPO). Native American Tribes must be notified if Native American artifacts and/or human remains are located.

The Contractor must comply with the environmental conditions specified in RUS Bulletin 1780-26, Exhibit B, Attachment 6, Section 19.10 (A).

Threatened and Endangered Species/Biological Resources: Contractor shall comply with the Endangered Species Act, which provides for the protection of endangered and/or threatened species and critical habitat. Should any evidence of the presence of endangered and/or threatened species or their critical habitat be brought to the attention of Contractor, Contractor will immediately report this evidence to Owner and a representative of Agency.

Construction shall be temporarily halted pending the notification process and further directions issued by Agency after consultation with the U.S. Fish and Wildlife Service.

Floodplains: When disposing of excess, spoil, or other construction materials on public or private property, Contractor shall not fill in or otherwise convert 100-year floodplain areas (Standard Flood Hazard Area) delineated on the latest Federal Emergency Management Agency Floodplain Maps, or other appropriate maps, e.g., alluvial soils on Natural Resource Conservation Service (NRCS) Soil Survey Maps.

Water Resources: If construction activities will occur in or along any streams (perennial, intermittent, or ephemeral), open water or wetlands, the applicant will coordinate with the Army Corps of Engineers and NC DEQ to determine the need for any permits prior to commencing work that could impact surface waters or wetlands. For any land disturbing activities equal to or exceeding one acre or more, an erosion and sediment control (ESC) plan must be approved by the appropriate local agency and approval official. The ESC plan must be approved by the locality prior to any land-disturbing activity at the project site. All regulated land-disturbing activities associated with the project, including on- and off-site access roads, staging areas, borrow areas, stockpiles and soil intentionally transported from the project must be covered by the project specific ESC plan.

Wetlands: When disposing of excess, spoil, or other construction materials on public or private property, Contractor shall not fill in or otherwise convert wetlands.
The project, as proposed, has been evaluated to be consistent with the National Environmental Policy Act. Other Federal, State, tribal, and local laws, regulations and/or permits may apply or be required. If the project or any project element deviates from or is modified from the originally approved project, additional environmental review may be required.

10. <u>Engineering Services</u> – You have been required to complete an Agreement for Engineering Services, which should consist of the Engineers Joint Contract Documents Committee (EJCDC) documents as indicated in RUS Bulletin 1780-26, "Guidance for the Use of EJCDC Documents on Water and Waste Projects with RUS Financial Assistance," or other approved form of agreement. The Agency will provide concurrence prior to advertising for bids and must approve any modifications to this agreement.

11. <u>Contract Documents, Final Plans, and Specifications-</u> All development will be completed by contract in accordance with applicable provisions of RUS Instruction 1780, Subpart C – Planning, Designing, Bidding, Contracting, Constructing and Inspections, (copy available upon request), and in compliance with all statutory requirements. You are responsible to share this with your engineer before pre-design.

a. The plans and specifications and all proposals required by law must be approved by the NC Department of Environmental Quality Wastewater Systems.

b. In preparing final design and providing service to the planned project area, you and your engineer will comply with all zoning and planning requirements of the appropriate governing bodies where service is to be provided.

c. The Agency will need to concur in the plans and specifications prior to advertising for bids. The Agency may require an updated cost estimate if a significant amount of time has elapsed between the original project cost estimate and advertising for bids.

d. The use of any procurement method other than competitive sealed bids must be requested in writing and approved by the Agency.

e. The contract documents must consist of the EJCDC construction contract documents as indicated in RUS Bulletin 1780-26 or other Agency-approved forms of agreement.

12. <u>Build America, Buy America (BABA) Requirements</u>- Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

a. all iron and steel permanently installed in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

b. all manufactured products permanently installed in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

c. all construction materials permanently installed are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The BABA requirement applies to the entirety of an infrastructure project even if only a portion of the project is funded by Federal funds.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers
When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements.

When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

a. applying the domestic content procurement preference would be inconsistent with the public interest.

b. the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or

c. the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

Definitions
"Construction materials" includes an article, material, or supply—other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives—that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);
- lumber; or
- drywall.

"Domestic content procurement preference'' means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

"Infrastructure" includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

''Project'' means the construction, alteration, maintenance, or repair of infrastructure in the United States.

Owners are ultimately responsible for compliance with the evidence standards as outlined in the Build America Buy America (BABA) appendix to this Letter. Owners are required to maintain records as specified in their loan or grant agreement, but in all cases, they should maintain records for a minimum of three years after the final expenditure report. Minimum records include certifications from manufacturers, the architect/engineer, and the prime contractor. Supporting documentation includes purchasing records and notes and photos taken by the Resident Project Representative (RPR). Further guidance regarding certifications will be provided by the Agency.

13. **Legal Services** –A legal services agreement is required with your attorney and bond counsel, if applicable, for any legal work needed in connection with this project. The agreement should stipulate an hourly rate for the work, with a "not to exceed" amount for the services, including reimbursable expenses. RUS Bulletin 1780-7, "Legal Services Agreement," or similar format may be used. The Agency will provide concurrence prior to advertising for bids. Any changes to the fees or services spelled out in the original agreement must be reflected in an amendment to the agreement and have prior Agency concurrence.

14. **Property Rights** - Prior to advertising for bids, you and your legal counsel must furnish satisfactory evidence that you have adequate continuous and valid control over the lands and rights-of-way needed for the project. Acquisitions of necessary land and rights must be accomplished in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act. Such control over the lands and rights will be evidenced by the following:

a. **Right-of-Way Map** – Your engineer will provide a map clearly showing the location of all lands and rights-of-way needed for the project. The map must designate public and private lands and rights and the appropriate legal ownership thereof.
b. **Form RD 442-20, "Right-of-Way Easement"** – This form, or similar format, may be used to obtain any necessary easements for the proposed project.
c. **Form RD 442-21, "Right-of-Way Certificate"** – You will provide a certification on this form that all right-of-way requirements have been obtained for the proposed project.
d. **Form RD 442-22, "Opinion of Counsel Relative to Rights-of-Way"** – Your attorney will provide a certification and legal opinion on this form addressing rights-of-way, easements, and title.
e. Preliminary Title Work (Title Opinion) – When applicable, your attorney will provide a preliminary title opinion for any property related to the facility, currently owned and to be acquired, along with copies of deeds, contracts, or options for purchasing said property. Form RD 1927-9, "Preliminary Title Opinion," may be used.

The approving official may waive title defects or restrictions, such as utility easements, that do not adversely affect the suitability, successful operation, security value, or transferability of the facility. Any such waivers must be provided by the approving official in writing prior to closing or the start of construction, whichever occurs first.

You are responsible for the acquisition of all property rights necessary for the project and for determining that prices paid are reasonable and fair. The Agency may require an appraisal by an independent appraiser or Agency employee in order to validate the price to be paid.

15. System Policies, Procedures, Contracts, and Agreements – The facility must be operated on a sound business plan which involves adopting policies, procedures, and/or ordinances outlining the conditions of service and use of the proposed system. Mandatory connection policies should be used where enforceable. The policies, procedures, and/or ordinances must contain an effective collection policy for accounts not paid in full within a specified number of days after the date of billing. They should include appropriate late fees, specified timeframes for disconnection of service, and reconnection fees. A draft of these policies, procedures, and/or ordinances must be submitted for Agency review and concurrence, along with the documents below, before closing instructions may be issued unless otherwise stated.

a. Conflict of Interest Policy – Prior to obligation of funds, you must certify in writing that your organization has in place up-to-date written standards of conduct covering conflict of interest. The standards of conduct must include disciplinary actions in the event of a violation by officers, employees, or agents of the borrower. The standards identified herein apply to any parent, affiliate or subsidiary organization of the borrower that is not a state or local government, or Indian Tribe. Policies and accompanying documents shall be furnished to Rural Development upon request.

You must also submit a disclosure of planned or potential transactions related to the use of Federal funds that may constitute or present the appearance of personal or organizational conflict of interest. Disclosure must be in the form of a written letter signed and dated by the applicant's official. A negative disclosure in the same format is required if no conflicts are anticipated.

Sample conflict of interest policies may be found at the National Council of Nonprofits website, https://www.councilofnonprofits.org/tools-resources/conflict-of-interest, or in Internal Revenue Service Form 1023, Appendix A, "Sample Conflict of Interest Policy," at http://www.irs.gov/pub/irs-pdf/i1023.pdf. Though these examples reference non-profit corporations, the requirement applies to all types of Agency borrowers.

Assistance in developing a conflict of interest policy is available through Agency-contracted technical assistance providers if desired.

Wastewater Purchase Contract – You propose to purchase wastewater treatment services from PWC of Fayetteville. This purchase arrangement must be evidenced by a wastewater treatment contract. A draft of the proposed contract must be submitted to the Agency for review and concurrence prior to advertising for bids. The draft contract must meet the requirements of RUS Instruction 1780.62.

Contracts for Other Services/Lease Agreement – Drafts of any contracts or other forms of agreements for other services, including audit, management, operation, and maintenance, or lease agreements covering real property essential to the successful operation of the facility, must be submitted to the Agency for review and concurrence prior to advertising for bids.

Other agreements with governments or other entities regarding joint operation of facilities, granting authority to Agency borrower for providing service within another entity's service area, etc. The draft agreement must receive Agency concurrence prior to advertising for bids.

Fully executed copies of any policies, procedures, ordinances, contracts, or agreements above must be submitted prior to closing, with the exception of the conflict of interest policy, which must be in place prior to obligation of funds.

16. Grant Closing Instructions – The Agency will prepare grant closing instructions as soon as the requirements of the previous paragraphs are complete. Closing instructions must be obtained prior to advertising for bids.

17. Construction Account – A separate construction account is not required for project funds. However, the recipient must be able to separately identify, report and account for all Federal funds, including the receipt, obligation and expenditure of funds, in accordance with 2 CFR 200.305. These funds must be deposited in a bank with Federal Deposit Insurance Corporation (FDIC) insurance coverage. If the balances at the financial institution where federal funds will be deposited exceeds the FDIC insurance coverage, the excess amount must be collaterally secured up to 100 percent of the highest amount of funds expected to be deposited in the account at any one time, per the Department of Treasury regulations and requirements.

18. Proposed Operating Budget – You must establish and/or maintain a rate schedule that provides adequate income to meet the minimum requirements for operation and maintenance (O and M), debt service, and reserves. Prior to advertising for bids, you must submit a proposed annual operating budget to the Agency, as well as your proposed rate schedule. The operating budget should be based on a typical year cash flow after completion of the construction phase and should be signed by the appropriate official of your organization. Form RD 442-7, "Operating Budget," or similar format may be utilized for this purpose. It is expected that O and M expenses will change over each successive year and user rates will need to be adjusted on a regular basis.

Technical assistance is available at no cost to help you evaluate and complete a rate analysis on your system. This assistance is available free to your organization. If you are interested, please contact our office for information.

19. Permits –The owner or responsible party will be required to obtain all applicable permits for the project, prior to advertising for bids. The consulting engineer must submit written evidence that all applicable permits required prior to construction have been obtained with submission to the Agency of the final plans, specifications, and bid documents.

20. Risk and Resilience Assessment/Emergency Response Plan (RRA/ERP) – The Agency requires all financed water and wastewater systems to have a RRA/ERP in place. New water or wastewater systems must provide a certification that an ERP is complete prior to the start of operation, and a certification that an RRA is complete must be submitted within one year of the start of operation. Borrowers with existing systems must provide a certification that an RRA/ERP has been completed prior to advertising for bids. Technical assistance is available in preparing these documents at no cost to you.

Before funds are drawn, you should have in place a cybersecurity plan, a supply chain plan, and a plan to comply with cybersecurity requirements of the National Institute of Standards and Technology and the Cybersecurity and Infrastructure Security Agency. These items should be addressed in the RRA/ERP.

The RRA/ERP documents themselves are not submitted to the Agency. The RRA/ERP must address potential impacts from natural disasters and other emergency events. It should include plans to address

impacts of flash flooding in areas where severe drought or wildfires occur. The documents should be reviewed and updated every five years at a minimum.

21. Bid Authorization - Once all the conditions outlined in Section III of this letter have been met, the Agency will authorize you to advertise the project for construction bids. Such advertisement must be in accordance with applicable State statutes.

SECTION IV - REQUIREMENTS PRIOR TO START OF CONSTRUCTION

22. Disbursement of Agency Funds - Agency funds will be disbursed electronically into the construction account as they are needed. SF 3881, "ACH Vendor/Miscellaneous Payment Enrollment Form," must be completed and submitted to the Agency prior to commencement of construction.

The order of disbursement is as follows: 1) Applicant contribution, 2) other funding sources, and 3) Agency grant funds.

Grant funds are to be deposited in an interest-bearing account (exception provided below) in accordance with 2 CFR Part 200 and interest in excess of $500 per year remitted to the Agency. The funds should be disbursed by the recipient immediately upon receipt, and there should be little interest accrual on the Federal funds. Recipients shall maintain advances of Federal funds in interest-bearing accounts, unless:

- The recipient receives less than $250,000 in Federal awards per year.
- The best reasonably available interest-bearing account would not be expected to earn interest in excess of $500 per year on Federal cash balances.
- The depository would require an average or minimum balance so high that it would not be feasible within the expected Federal and non-Federal cash resources.
- A foreign government or banking system prohibits or precludes interest-bearing accounts, or
- An interest-bearing account is not readily accessible (for example, due to public or political unrest in a foreign country).

23. **Bid Tabulation** – Immediately after bid opening, you must provide the Agency with the bid tabulation and your engineer's evaluation of bids and recommendations for contract awards. If the Agency agrees that the construction bids received are acceptable, adequate funds are available to cover the total project costs, and all the requirements of Section III of this letter have been satisfied, the Agency will authorize you to issue the Notice of Award.

a. **Cost Overruns –** If bids are higher than expected, or if unexpected construction problems are encountered, you must utilize all options to reduce cost overruns. Negotiations, redesign, use of bidding alternatives, rebidding or other means will be considered prior to commitment of subsequent funding by the Agency. Any requests for subsequent funding to cover cost overruns will be contingent on eligibility, program limits and the availability of funds. Cost overruns exceeding 20 percent of the development cost at time of grant approval or where the scope of the original purpose has changed will compete for funds with all other applications on hand as of that date.
b. **Excess Funds** - If bids are lower than anticipated at time of obligation, excess funds must be deobligated prior to start of construction except in the cases addressed in this paragraph. In cases where the original Engineering Report for the project included items that were not bid, or were bid as an alternate, the State Office official may modify the project to fully utilize obligated funds for those items. Amendments to the Engineering Report, ER, and Letter of Conditions may be needed for any work not included in the original project scope. In all cases, prior to start of construction, excess funds will be deobligated, with grant funds being deobligated first. Excess funds do not include contingency funds as described in this letter.

24. Suspension and Debarment Screening – In accordance with 2 CFR Part 180, Subpart C, as a condition of the transaction and the responsibilities to persons at the next lower tier with whom you enter into transactions, you must conduct screening for suspension and debarment of lower tier recipients (e.g., engineer, attorneys, vendors, contractors, interim lender, etc.).

25. **Contract Review** – Your attorney will certify that the executed contract documents, including performance and payment bonds, if required, are adequate and that the persons executing these documents have been properly authorized to do so in accordance with7 CFR 1780.61(b).

Once your attorney has certified that they are acceptable, the contract documents will be submitted to the Agency for concurrence. Construction cannot commence until the Agency has concurred in the construction contracts.

26. Final Rights of Way – Your attorney or title company must furnish a separate final title opinion or Title Insurance Policy on all real property related to the facility, now owned and to be acquired for this project, as of the day of closing or start of construction, whichever occurs first. Form RD 1927-10, "Final Title Opinion" may be used.

If any of the right-of-way forms listed previously in this letter contain exceptions that do not adversely affect the suitability, successful operation, security value, or transferability of the facility, the approving official must provide a written waiver prior to the issuance of the Notice to Proceed.

27. <u>Insurance and Bonding Requirements</u> - Prior to the start of construction or grant closing, whichever occurs first, you must acquire and submit to the Agency proof of the types of insurance [if applicable] and bond coverage for the entity shown below. The use of deductibles may be allowed, providing you have the financial resources to cover potential claims requiring payment of the deductible. The Agency strongly recommends that you have your engineer, attorney, and insurance provider(s) review proposed types and amounts of coverage, including any exclusions and deductible provisions. It is your responsibility and not that of the Agency to assure that adequate insurance and fidelity bond coverage is maintained.

a. **General Liability Insurance** – Include vehicular coverage.
b. **Workers' Compensation** – In accordance with appropriate State laws.
c. **Guaranty or Fidelity Insurance**–Coverage for all persons who have access to funds, including persons working under a contract or management agreement. Coverage may be provided either for all individual positions or persons, or through "blanket" coverage providing protection for all appropriate employees. Each position is to be insured in an amount equal to the maximum amount of funds expected to be under the control of that position at any one time. The minimum coverage allowed will be an amount equal to the total annual debt service payment on the Agency loans.) The coverage may be increased during construction based on the anticipated monthly advances.
d. **National Flood Insurance** - If the project involves acquisition or construction in a designated special flood area, the community in which the acquisition or construction is situated must be currently participating in the national flood insurance program. Additionally, if the project involves acquisition or constriction in designated special flood or mudslide prone areas, a flood insurance policy must be in place at the time of closing.
e. **Real Property Insurance** – Fire and extended coverage will normally be maintained on all structures except reservoirs, pipelines and other structures if such structures are not normally insured, and subsurface lift stations except for the value of electrical and pumping equipment. You must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds. Prior to the acceptance of the facility from the contractor(s), you must obtain real property insurance (fire and extended coverage) on all facilities identified above.

28. <u>Civil Rights Compliance Review</u> – The Agency will conduct a civil rights compliance review of the borrower prior to grant closing or start of construction, whichever occurs first, in accordance with 7 CFR 1901, Subpart E. You are expected to comply with the completion of the review, including the furnishing of any documents, records, or other applicable material.

SECTION V – REQUIREMENTS PRIOR TO GRANT CLOSING

29. Other Requirements – All requirements contained in the Agency's closing instructions, as well as any requirements of your bond counsel and/or attorney, must be met prior to closing.

a. System for Award Management. You will be required to maintain a Unique Entity ID (UEI) and maintain an active registration in the System for Award Management (SAM) database. Renewal can be completed online at: http://sam.gov. This registration must be renewed and revalidated every 12 months for as long as there is an active loan, grant, or guaranteed loan with the Agency.

To ensure the information is current, accurate and complete, and to prevent the SAM account expiration, the review and updates must be performed within 365 days of the activation date, commonly referred to as the expiration date. The registration process may take up to 10 business days. (See 2 CFR Part 25 and the "Help" section at http://sam.gov).

b. Litigation. You are required to notify the Agency within 30 days of receiving notification of being involved in any type of litigation prior to grant closing or start of construction, whichever occurs first. Additional documentation regarding the situation and litigation may be requested by the Agency.

c. Certified Operator. Evidence must be provided that your system has or will have a certified operator, as defined by applicable State or Federal requirements, available prior to the system becoming operational, or that a suitable supervisory agreement with a certified operator is in effect.

SECTION VI – REQUIREMENTS DURING CONSTRUCTION AND POST CONSTRUCTION

30. Construction Completion Timeframe – Following the benchmarks established in Section I, Item 4, Project Timeline, all projects should be completed and Agency funds fully disbursed within one year of the date of obligation. If funds are not disbursed within one year of obligation and you have not already done so per Section I, Item 4, you must submit a written request for extension of time to the Agency with adequate justification of the circumstances, including any beyond your control. The request must be submitted at least 90 days prior to the end of the one-year timeframe and include a revised estimated date of completion. The Agency will typically only allow one extension. Subsequent requests for waivers beyond the initial extension or requests that exceed five years from the initial date of obligation will be submitted to the RUS, Water and Environmental Programs for consideration. The Agency retains the right to de-obligate any grant monies, or take other appropriate action, related to unliquidated funds that exceed the timeframes above and are not under an active extension.

31. Resident Inspector(s) – Full-time inspection is required unless you request an exception. Such requests must be made in writing and the Agency must provide written concurrence. Inspection services are to be provided by the consulting engineer unless other arrangements are requested in writing and concurred with by the Agency. A resume of qualifications of any resident inspector(s) will be submitted to the owner and Agency for review and concurrence prior to the pre-construction conference. The resident inspector(s) must attend the preconstruction conference.

32. Preconstruction Conference – A preconstruction conference will be held prior to the issuance of the Notice to Proceed. The consulting engineer will review the planned development with the Agency, owner, resident inspector, attorney, contractor, other funders, and other interested parties, and will provide minutes of this meeting to the owner and Agency.

33. Inspections - The Agency requires a preconstruction conference, pre-final, final, and warranty inspections. Your engineer will schedule a warranty inspection with the contractor and the Agency before the end of the one-year warranty period to address and/or resolve any outstanding warranty issues. The Agency will conduct an inspection with you of your records management system at the same time.

34. Change Orders – A Change Order must be submitted for all modifications to the approved scope of work, including existing contracts. This includes non-physical modifications such as any time extension requests. Prior written Agency concurrence is required for all Change Orders.

35. Payments – Prior Agency concurrence is required for all invoices and requests for payment before Agency funds will be released. Requests for payment related to a contract or service agreement will be signed by the owner, project engineer, and contractor or service provider prior to Agency concurrence. Invoices not related to a construction contract or service agreement will include the owner's written concurrence.

36. Use of Remaining Funds – As stated above, applicant contribution and connection or tap fees will be the first funds expended in the project. Funds remaining after all costs incident to the basic project have been paid or provided will be handled as follows:

a. Funds remaining after the applicant contribution and connection fees may be considered in direct proportion to the amounts of funding obtained from each source. The use of Agency funding will be limited to eligible grant purposes, provided the use will not result in major changes to the original scope of work and the purpose of the grant remains the same.
b. Grant funds not expended for authorized purposes will be cancelled (de-obligated) within 30 days of final completion of project. Prior to actual cancellation, you and your attorney and engineer will be notified of the Agency's intent to cancel the remaining funds and given appropriate appeal rights.
c. Under no circumstances is it appropriate to use remaining funds as contributions to a new project outside the scope of the funded project.

37. Technical, Managerial and Financial Capacity - It is required that members of the Board of Directors, City Council members, trustees, commissioners and other governing members possess the necessary technical, managerial, and financial capacity skills to consistently comply with pertinent Federal and State laws and requirements. It is recommended members receive training within one year of appointment or election to the governing board, and a refresher training for all governing members on a routine basis. The content and amount of training should be tailored to the needs of the individual and the utility system. Technical assistance providers are available to provide this training for your organization, often at no cost. Contact the Agency for additional information.

38. Reporting Requirements Related to Expenditure of Funds - An annual audit under 2 CFR 200 Subpart F is required if you expend more than the current Single Audit threshold, currently $1,000,000, in Federal financial assistance per fiscal year. The total Federal funds expended from all sources shall be used to determine Federal financial assistance expended. You are responsible to submit the required data collection form and related information required when a Single Audit is performed and should work with the auditor to submit to the Federal Audit Clearinghouse (FAC) www.fac.gov. Expenditures of interim financing are considered Federal expenditures.

All audits are to be performed in accordance with 2 CFR Part 200, as adopted by USDA through 2 CFR Part 400. Annual organization-wide financial statements must be prepared on the accrual basis of accounting, in accordance with generally accepted accounting principles (GAAP). Further guidance on preparing an acceptable audit can be obtained from the Agency. The audit must be prepared by an independent licensed Certified Public Accountant, or a State or Federal auditor if allowed by State law and must be submitted within 30 calendar days after receipt of the auditor's report or 9 months after the end of your fiscal year end, whichever is earlier. Both the audit and accompanying management report must be submitted for review.

If an audit is required, you must enter into a written agreement with the auditor and submit a copy of that agreement to the Agency prior to the advertisement of construction bids. The audit agreement may include terms and conditions that the borrower and auditor deem appropriate; however, the agreement should include the type of audit to be completed, the time frame in which the audit will be completed, and how irregularities will be reported.

39. Statutory and National Policy Requirements – As a recipient of Federal funding, you are required to comply with U.S. statutory and public policy requirements, including but not limited to:

a. **Section 504 of the Rehabilitation Act of 1973** – Under Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), no handicapped individual in the United States shall, solely by reason of their handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Agency financial assistance.

b. **Civil Rights Act of 1964** – All borrowers are subject to, and facilities must be operated in accordance with, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and 7 CFR 1901, Subpart E, particularly as it relates to conducting and reporting of compliance reviews. Instruments of conveyance for loans and/or grants subject to the Act must contain the covenant required by Paragraph 1901.202(e) of this Title.

c. **The Americans with Disabilities Act (ADA) of 1990** – This Act (42 U.S.C. 12101 et seq.) prohibits discrimination on the basis of disability in employment, State and local government services, public transportation, public accommodations, facilities, and telecommunications.

d. **Age Discrimination Act of 1975** – This Act (42 U.S.C. 6101 et seq.) provides that no person in the United States shall on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

e. **Controlled Substances Act** - Even though state law may allow some activities, as a recipient of Federal funding, you are subject to the Controlled Substances Act. Specific questions about the Controlled Substances Act should be directed to the Servicing Official who will contact the Office of General Counsel, as appropriate.

40. <u>Compliance Reviews and Data Collection</u> – Agency financial programs must be extended without regard to race, color, religion, sex, national origin, marital status, age, or physical or mental handicap. You must display posters (provided by the Agency) informing users of these requirements, and the Agency will monitor your compliance with these requirements during regular compliance reviews.

As a recipient of Rural Development funding, you are required to post and use the Non-Discrimination Statement as directed by the Agency in your office and on all materials produced for public information, public education, and public distribution both print and non-print.

<u>Currently at a minimum use the following Non-Discrimination Statement:</u>

"This institution is an equal opportunity provider and employer."

The Agency will conduct regular compliance reviews of the borrower and its operation in accordance with 7 CFR Part 1901, Subpart E, and 36 CFR 1191, Americans with Disabilities Act (ADA) Accessibility Guidelines for Buildings and Facilities; Architectural Barriers Act (ABA) Accessibility Guidelines. Compliance reviews will typically be conducted in conjunction with the security inspections described in this letter.

If beneficiaries (users) are required to complete an application or screening for the use of the facility or service that you provide, you must request and collect data by race (American Indian or Alaska Native, Asian, Black or African American, White); ethnicity (Hispanic or Latino, Not Hispanic or Latino); and by sex. The Agency will utilize this data as part of the required compliance review.

<u>SECTION VII – REMEDIES FOR NON-COMPLIANCE</u>

Non-compliance with the conditions in this letter or requirements of your security documents will be addressed under the provisions of Agency regulations, statutes, and other applicable policies.

We look forward to working with you to complete this project. If you have any questions, please contact Kayla Lee at 910-887-3725 or by e-mail at kayla.lee@usda.gov.

Sincerely,

Kayla Lee

Kayla Lee
Area Specialist

Attachments

Cc: Community Programs Director- Julia Johnson- USDA-RD
Attorney- Rick Moorefield- Cumberland County
Engineer-Jay Meyers_ Meyers Engineering, PLLC.

FORMS and BULLETINS:

IRS Form 1023, Appendix A, "Sample Conflict of Interest Policy" - Item 15
Form RD 442-20, "Right-of-Way Easement" – Item 14
Form RD 442-21, "Right-of-Way Certificate" – Item 14
Form RD 442-22, "Opinion of Counsel Relative to Rights-of-Way" – Item 14
Form RD 1927-9, "Preliminary Title Opinion" – Item 14
Form RD 1927-10, "Final Title Opinion" – Item 27
Form RD 1940-1, "Request for Obligation of Funds" – Page 1
Form RD 1942-46, "Letter of Intent to Meet Conditions" – Page 1
SF 3881, "ACH Vendor/Miscellaneous Payment Enrollment Form" – Item 23
RUS Bulletin 1780-7, "Legal Services Agreement" – Item 13
RUS Bulletin 1780-12 "Grant Agreement" – Item 5
RUS Bulletin 1780-26, "Guidance for the Use of EJCDC Documents on Water and Waste Projects with RUS Financial Assistance" – Items 10 and 11

Appendix A
Build America, Buy America Evidence Standards

Manufacturers
For each item to which BABA applies (every item permanently installed on the project, except for aggregate and aggregate binding materials), a manufacturer's certification letter or other document demonstrating compliance is required. It must, at a minimum, identify the item being certified (short written description as well as part number, if applicable) and affirm that the item complies with BABA. This document must be signed by an authorized company representative.

Architects and Engineers
Compliance with BABA will be spelled out in agreements for services, construction contracts, and procurement contracts. Generally, the A/E contract should include, as a basic service, obtaining and maintaining all BABA documentation (particularly manufacturers' certifications) during construction, which shall be transferred to the Owner upon completion of the project. The architect or engineer will need to certify to this action at the project's end.

Resident Project Representative / Resident Inspector
As part of their duties, Resident Project Representative/Resident Inspector should be instructed to verify items delivered to the site and installed are accompanied by documentation of compliance with BABA. They should photograph items as appropriate. RPR/RI daily logs and photographs will become part of the construction record and can be used as supporting information during audits, providing evidence for items that are buried or otherwise inaccessible.

Contractors
Construction contract(s) must include a requirement to procure and install only items that comply with BABA or are subject to an approved waiver. Contractors must provide manufacturers' certifications for all BABA compliant items to the responsible party before a request for reimbursement to the Agency is made. At completion, the contractor will be required to certify that all items used on the contract complied with BABA and that all manufacturers' certifications were provided.

Water and Waste System Grant Agreement

United States Department of Agriculture

Rural Utilities Service

THIS AGREEMENT dated **8-25-2025**, between

Cumberland County, NC

a public corporation organized and operating under

NC General Statute 162A

(Authorizing Statute)

herein called ``Grantee,'' and the United States of America acting through the Rural Utilities Service, Department of Agriculture, herein called ``Grantor,'' WITNESSETH:

WHEREAS

Grantee has determined to undertake a project of acquisition, construction, enlargement, or capital improvement of a (water) (waste) system to serve the area under its jurisdiction at an estimated cost of $**2,933,334.00** and has duly authorized the undertaking of such project.

Grantee is able to finance not more than $ **733,334.00** of the development costs through revenues, charges, taxes or assessments, or funds otherwise available to Grantee resulting in a reasonable user charge.

Said sum of $ **733,334.00** has been committed to and by Grantee for such project development costs.

Grantor has agreed to grant the Grantee a sum not to exceed $**2,200,000.00** or **75.00** percent of said project development costs, whichever is the lesser, subject to the terms and conditions established by the Grantor. Provided, however, that the proportionate share of any grant funds actually advanced and not needed for grant purposes shall be returned immediately to the Grantor. The Grantor may terminate the grant in whole, or in part, at any time before the date of completion, whenever it is determined that the Grantee has failed to comply with the Conditions of the grant.

As a condition of this grant agreement, the Grantee assures and certifies that it is in compliance with and will comply in the course of the agreement with all applicable laws, regulations, Executive orders and other generally applicable requirements, including those set out in 7 CFR 3015.205(b), which hereby are incorporated into this agreement by reference, and such other statutory provisions as are specifically set forth herein.

NOW, THEREFORE, In consideration of said grant by Grantor to Grantee, to be made pursuant to Section 306(a) of The Consolidated Farm and Rural Development Act for the purpose only of defraying a part not to exceed **75.00** percent of the project development costs, as defined by applicable Rural Utilities Service instructions.

Grantee Agrees That Grantee Will:

A. Cause said project to be constructed within the total sums available to it, including said grant, in accordance with the project plans and specifications and any modifications thereof prepared by Grantee and approved by Grantor.

B. Permit periodic inspection of the construction by a representative of Grantor during construction.

C. Manage, operate and maintain the system, including this project if less than the whole of said system, continuously in an efficient and economical manner.

D. Make the services of said system available within its capacity to all persons in Grantee's service area without discrimination as to race, color, religion, sex, national origin, age, marital status, or physical or mental handicap (possess capacity to enter into legal contract for services) at reasonable charges, including assessments, taxes, or fees in accordance with a schedule of such charges, whether for one or more classes of service, adopted by resolution dated _____, as may be modified from time to time by Grantee. The initial rate schedule must be approved by Grantor. Thereafter, Grantee may make such modifications to the rate system as long as the rate schedule remains reasonable and nondiscriminatory.

E. Adjust its operating costs and service charges from time to time to provide for adequate operation and maintenance, emergency repair reserves, obsolescence reserves, debt service and debt service reserves.

F. Expand its system from time to time to meet reasonably anticipated growth or service requirements in the area within its jurisdiction.

G. Provide Grantor with such periodic reports as it may require and permit periodic inspection of its operations by a representative of the Grantor.

H. To execute any agreements required by Grantor which Grantee is legally authorized to execute. If any such agreement has been executed by Grantee as a result of a loan being made to Grantee by Grantor contemporaneously with the making of this grant, another agreement of the same type need not be executed in connection with this grant.

I. Upon any default under its representations or agreements set forth in this instrument, Grantee, at the option and demand of Grantor, will repay to Grantor forthwith the original principal amount of the grant stated herein above with the interest at the rate of 5 percentum per annum from the date of the default. Default by the Grantee will constitute termination of the grant thereby causing cancellation of Federal assistance under the grant. The provisions of this Grant Agreement may be enforced by Grantor, at its option and without regard to prior waivers by it previous defaults of Grantee, by judicial proceedings to require specific performance of the terms of this Grant Agreement or by such other proceedings in law or equity, in either Federal or State courts, as may be deemed necessary by Grantor to assure compliance with the provisions of this Grant Agreement and the laws and regulations under which this grant is made.

J. Return immediately to Grantor, as required by the regulations of Grantor, any grant funds actually advanced and not needed by Grantee for approved purposes.

K. Use the real property including land, land improvements, structures, and appurtenances thereto, for authorized purposes of the grant as long as needed.

1. Title to real property shall vest in the recipient subject to the condition that the Grantee shall use the real property for the authorized purpose of the original grant as long as needed.

2. The Grantee shall obtain approval by the Grantor agency for the use of the real property in other projects when the Grantee determines that the property is no longer needed for the original grant purposes. Use in other projects shall be limited to those under other Federal grant programs or programs that have purposes consistent with those authorized for support by the Grantor.

3. When the real property is no longer needed as provided in 1 and 2 above, the Grantee shall request disposition instructions from the Grantor agency or its successor Federal agency. The Grantor agency shall observe the following rules in the disposition instructions:

(a) The Grantee may be permitted to retain title after it compensates the Federal Government in an amount computed by applying the Federal percentage of participation in the cost of the original project to the fair market value of the property.

(b) The Grantee may be directed to sell the property under guidelines provided by the Grantor agency. When the Grantee is authorized or required to sell the property, proper sales procedures shall be established that provide for competition to the extent practicable and result in the highest possible return.
[Revision 1, 04/17/1998]

(c) The Grantee may be directed to transfer title to the property to the Federal Government provided that in such cases the Grantee shall be entitled to compensation computed by applying the Grantee's percentage of participation in the cost of the program or project to the current fair market value of the property.

This Grant Agreement covers the following described real property (use continuation sheets as necessary).

All real estate, easements, etc., if applicable, procured with USDA Rural Development Community Project Funding Congressionally Directed Spending grant funds.

L. Abide by the following conditions pertaining to equipment which is furnished by the Grantor or acquired wholly or in part with grant funds. Equipment means tangible, non-expendable, personal property having a useful life of more than one year and an acquisition cost of $5,000 or more per unit. A grantee may use its own definition of equipment provided that such definition would at least include all equipment defined above.
[Revision 1, 04/17/1998]

1. Use of equipment.

(a) The Grantee shall use the equipment in the project for which it was acquired as long as needed. When no longer needed for the original project, the Grantee shall use the equipment in connection with its other Federally sponsored activities, if any, in the following order of priority:

1) Activities sponsored by the Grantor.

(2) Activities sponsored by other Federal agencies.

(b) During the time that equipment is held for use on the property for which it was acquired, the Grantee shall make it available for use on other projects if such other use will not interfere with the work on the project for which the equipment was originally acquired. First preference for such other use shall be given to Grantor sponsored projects. Second preference will be given to other Federally sponsored projects.

2. Disposition of equipment. When the Grantee no longer needs the equipment as provided in paragraph (a) above, the equipment may be used for other activities in accordance with the following standards:

(a) Equipment with a current per unit fair market value of less than $5,000. The Grantee may use the equipment for other activities without reimbursement to the Federal Government or sell the equipment and retain the proceeds.

(b) Equipment with a current per unit fair market value of $5,000 or more. The Grantee may retain the equipment for other uses provided that compensation is made to the original Grantor agency or its successor. The amount of compensation shall be computed by applying the percentage of Federal participation in the cost of the original project or program to the current fair market value or proceeds from sale of the equipment. If the Grantee has no need for the equipment and the equipment has further use value, the Grantee shall request disposition instructions from the original Grantor agency.

The Grantor agency shall determine whether the equipment can be used to meet the agency's requirements. If no requirement exists within that agency, the availability of the equipment shall be reported, in accordance with the guidelines of the Federal Property Management Regulations (FPMR), to the General Services Administration by the Grantor agency to determine whether a requirement for the equipment exists in other Federal agencies. The Grantor agency shall issue instructions to the Grantee no later than 120 days after the Grantee requests and the following procedures shall govern:

(1) If so instructed or if disposition instructions are not issued within 120 calendar days after the Grantee's request, the Grantee shall sell the equipment and reimburse the Grantor agency an amount computed by applying to the sales proceeds the percentage of Federal participation in the cost of the original project or program. However, the Grantee shall be permitted to deduct and retain from the Federal share ten percent of the proceeds for Grantee's selling and handling expenses.

(2) If the Grantee is instructed to ship the equipment elsewhere the Grantee shall be reimbursed by the benefiting Federal agency with an amount which is computed by applying the percentage of the Grantee participation in the cost of the original grant project or program to the current fair market value of the equipment, plus any reasonable shipping or interim storage costs incurred.

(3) If the Grantee is instructed to otherwise dispose of the equipment, the Grantee shall be reimbursed by the Grantor agency for such costs incurred in its disposition.

3. The Grantee's property management standards for equipment shall also include:

(a) Records which accurately provide for: a description of the equipment; manufacturer's serial number or other identification number; acquisition date and cost; source of the equipment; percentage (at the end of budget year) of Federal participation in the cost of the project for which the equipment was acquired; location, use and condition of the equipment and the date the information was reported; and ultimate disposition data including sales price or the method used todetermine current fair market value if the Grantee reimburses the Grantor for its share.

(b) A physical inventory of equipment shall be taken and the results reconciled with the equipment records at least once every two years to verify the existence, current utilization, and continued need for the equipment.

(c) A control system shall be in effect to insure adequate safeguards to prevent loss, damage, or theft of the equipment. Any loss, damage, or theft of equipment shall be investigated and fully documented.

(d) Adequate maintenance procedures shall be implemented to keep the equipment in good condition.

(e) Proper sales procedures shall be established for unneeded equipment which would provide for competition to the extent practicable and result in the highest possible return.

This Grant Agreement covers the following described equipment(use continuation sheets as necessary).

All equipment procured with USDA Rural Development Community Project Funding Congressionally Directed Spending grant funds.

M. Provide Financial Management Systems which will include:

1. Accurate, current, and complete disclosure of the financial results of each grant. Financial reporting will be on an accrual basis.

2. Records which identify adequately the source and application of funds for grant-supported activities. Those records shall contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income.

3. Effective control over and accountability for all funds, property and other assets. Grantees shall adequately safeguard all such assets and shall assure that they are used solely for authorized purposes.

4. Accounting records supported by source documentation.

N. Retain financial records, supporting documents, statistical records, and all other records pertinent to the grant for a period of at least three years after grant closing except that the records shall be retained beyond the three-year period if audit findings have not been resolved. Microfilm or photo copies or similar methods may be substituted in lieu of original records. The Grantor and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Grantee's government which are pertinent to the specific grant program for the purpose of making audits, examinations, excerpts and transcripts.

O. Provide information as requested by the Grantor to determine the need for and complete any necessary Environmental Impact Statements.

P. Provide an audit report prepared in accordance with Grantor regulations to allow the Grantor to determine that funds have been used in compliance with the proposal, any applicable laws and regulations and this Agreement.

Q. Agree to account for and to return to Grantor interest earned on grant funds pending their disbursement for program purposes when the Grantee is a unit of local government. States and agencies or instrumentality’s of states shall not be held accountable for interest earned on grant funds pending their disbursement.

R. Not encumber, transfer or dispose of the property or any part thereof, furnished by the Grantor or acquired wholly or in part with Grantor funds without the written consent of the Grantor except as provided in item K above.

S. To include in all contracts for construction or repair a provision for compliance with the Copeland ``Anti-Kick Back'' Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). The Grantee shall report all suspected or reported violations to the Grantor.

T. To include in all contracts in excess of $100,000 a provision that the contractor agrees to comply with all the requirements of the Clean Air Act (42 U.S.C. §7414) and Section 308 of the Water Pollution Control Act (33 U.S.C. §1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 of the Clean Air Act and Section 308 of the Water Pollution Control Act and all regulations and guidelines issued thereunder after the award of the contract. In so doing the Contractor further agrees:
[Revision 1, 11/20/1997]

1. As a condition for the award of contract, to notify the Owner of the receipt of any communication from the Environmental Protection Agency (EPA) indicating that a facility to be utilized in the performance of the contract is under consideration to be listed on the EPA list of Violating Facilities. Prompt notification is required prior to contract award.

2. To certify that any facility to be utilized in the performance of any nonexempt contractor subcontract is not listed on the EPA list of Violating Facilities pursuant to 40 CFR Part 32 as of the date of contract award.
[Revision 1, 11/20/1997]

3. To include or cause to be included the above criteria and the requirements in every nonexempt subcontract and that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.

As used in these paragraphs the term ``facility'' means any building, plan, installation, structure, mine, vessel or other floating craft, location, or site of operations, owned, leased, or supervised by a Grantee, cooperator, contractor, or subcontractor, to be utilized in the performance of a grant, agreement, contract, subgrant, or subcontract. Where a location or site of operation contains or includes more than one building, plant, installation, or structure, the entire location shall be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are co-located in one geographical area.

Grantor Agrees That It:

A. Will make available to Grantee for the purpose of this Agreement not to exceed $_____**2,200,000.00**_____ which it will advance to Grantee to meet not to exceed __**75.00**__ percent of the project development costs of the project in accordance with the actual needs of Grantee as determined by Grantor.

B. Will assist Grantee, within available appropriations, with such technical assistance as Grantor deems appropriate in planning the project and coordinating the plan with local official comprehensive plans for sewer and water and with any State or area plans for the area in which the project is located.

C. At its sole discretion and at any time may give any consent, deferment, subordination, release, satisfaction, or termination of any or all of Grantee's grant obligations, with or without valuable consideration, upon such terms and conditions as Grantor may determine to be (1) advisable to further the purpose of the grant or to protect Grantor's financial interest therein and (2) consistent with both the statutory purposes of the grant and the limitations of the statutory authority under which it is made.

Termination of This Agreement

This Agreement may be terminated for cause in the event of default on the part of the Grantee as provided in paragraph I above or for convenience of the Grantor and Grantee prior to the date of completion of the grant purpose. Termination for convenience will occur when both the Grantee and Grantor agree that the continuation of the project will not produce beneficial results commensurate with the further expenditure of funds.

In witness whereof Grantee on the date first above written has caused these presence to be executed by its duly authorized

Public Utilities Specialist

attested and its corporate seal affixed by its duly authorized

Clerk to the Board

Attest:

By **Andrea Tebbe**

(Title) **Clerk to the Board**

By **Kirk deViere**

(Title) **Chairman of Commissioners**

UNITED STATES OF AMERICA

RURAL UTILITIES SERVICE

By

(Title)

CERTIFIED LIST OF OFFICERS / DIRECTORS

APPLICANT NAME: Cumberland County

MAILING ADDRESS: 698 Ann Street, Fayetteville, NC 28301

PHYSICAL ADDRESS: 698 Ann Street, Fayetteville, NC 28301

PHONE: 910-678-7637 FAX: _____

EMAIL: ahall@cumberlandcountync.gov

CONTACT PERSON:

NAME: Amy Hall

ADDRESS: 698 Ann Street, Fayetteville, NC 28301

PHONE: 910-678-7637 FAX: _____ EMAIL: ahall@cumberlandcountync.gov

OFFICERS/DIRECTORS OF GOVERNING BODY:

NAME	*TITLE*	*TERM OF OFFICE*
Kirk deViere	Chairman	December 2028
Vernoica B. Jones	Vice Chairwoman	December 2026
Glenn Adams	Commissioner	December 2026
Dr. Jeannette M. Council	Commissioner	December 2026
W. Marshall Faircloth	Commissioner	December 2026
Pavan Patel	Commissioner	December 2028
Henry Tyson	Commissioner	December 2028

The above information is hereby certified to be correct for:

Cumberland County (Applicant Name) **as of this** 25th **day of** August, 2025

(SEAL)

BY: _____ (Signature)

NAME: Andrea Tebbe

TITLE: Clerk to the Board

CUMBERLAND COUNTY
NORTH CAROLINA

SOLID WASTE MANAGEMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF AUGUST 25, 2025

TO: **BOARD OF COUNTY COMMISSIONERS**

FROM: **AMANDA LEE, PE, GENERAL MANAGER FOR NATURAL RESOURCES**

DATE: **8/14/2025**

SUBJECT: **APPROVAL OF FAST TRACK SEWER SYSTEM EXTENSION APPLICATION FOR THE GODWIN SUBDIVISION PROJECT TO THE NORCRESS SEWER SYSTEM**

BACKGROUND

The Public Utilities Department received a request from Susan Tart Property, LLC to connect a 116-lot single family home subdivision on Washburn Road in Godwin to the NORCRESS sewer system. The project consists of installation of approximately 4,854 feet of 8-inch sewer mains, 1,687 feet of 4-inch sewer force mains and 1 lift station, with all costs being paid by Susan Tart Property, LLC. A Utility Service Agreement is needed to set the guidelines between Susan Tart Property, LLC and the NORCRESS Water and Sewer District to ensure proper installation and connection to the system. Upon completion of construction of the sewer lines and lift station and written acceptance of the as-builts and certifications, the said utility mains shall be the property of NORCRESS Water and Sewer District and will be operated and maintained as part of the existing NORCRESS sewer system. The NORCRESS sewer system and the Fayetteville Public Works Commission Cross Creek Wastewater Treatment Facility have the capacity to accept the 26,100 gallons per day projected flow.

On November 4, 2024, the Board of Commissioners and the NORCRESS Water and Sewer District Govern Board approved the connection of the 116-lot Godwin Subdivision to the existing sewer system and approved the agreement for the utility services.

A Fast Track Sewer System Extension Application is needed to continue the completion of the Godwin Subdivision Connection Project.

At their August 14, 2025, Agenda Session meeting, the Board of Commissioners approved placing this item as an item of Consent on the August 25, 2025, Board of Commissioners' meeting agenda.

RECOMMENDATION / PROPOSED ACTION

The Public Utilities Division, General Manager for Natural Resources and County Management recommend the following proposed actions:

1. Approve the Fast Track Sewer System Extension Application for the Godwin Subdivision.

2. Authorize the Chairman to execute the attached Fast Track Sewer System Extension Application.

ATTACHMENTS:

Description	Type
Fast Track Sewer System Extension Application	Backup Material
Executed Agreement for Utility Services	Backup Material

JOSH STEIN
Governor
D. REID WILSON
Secretary
RICHARD E. ROGERS, JR.
Director

NORTH CAROLINA
Environmental Quality

FAST TRACK SEWER SYSTEM EXTENSION APPLICATION
INSTRUCTIONS FOR FORM: FTA 07-25 & SUPPORTING DOCUMENTATION

This application is for sewer extensions involving gravity sewers, pump stations and force mains, or any combination that has been certified by a professional engineer and the applicant that the project meets the requirements of 15A NCAC 02T and the Division's Minimum Design Criteria (Gravity Sewer & Pump Stations/Force Mains) and that **plans, specifications and supporting documents have been prepared in accordance with 15A NCAC 02T, 15A NCAC 02T .0300, Division policies, and good engineering practices.**

While **no upfront engineering design documents are required for submittal**, in accordance with 15A NCAC 02T .0305(b), design documents must be prepared prior to submittal of a fast track permit application to the Division. This would include plans, design calculations, and project specifications referenced in 15A NCAC 02T .0305 and the applicable minimum design criteria. These documents shall be immediately available upon request by the Division.

Projects that are deemed permitted (do not require a permit from the Division) are explained in 15A NCAC 02T.0303.

Projects not eligible for review via the fast track process (must be submitted for full technical review):

- Projects that do not meet any part of the minimum design criteria (MDC) documents;
- Projects that involve more than one variance from the requirements of 15A NCAC 02T;
- Pressure sewer systems utilizing simplex septic tank-effluent pumps (STEPs) or simplex grinder pumps;
- Simplex STEP or simplex grinder pumps connecting to pressurized systems (e.g. force mains);
- Vacuum sewer systems.

Track your application status by clicking this hyperlink when viewing this page digitally: Crystal Reports Viewer

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General – When submitting an application, please use the following instructions as a checklist in order to ensure all required items are submitted. Adherence to these instructions and checking the provided boxes will help produce a quicker review time and reduce the amount of requested additional information. **Failure to submit all required items will necessitate additional processing and review time, and may result in return of the application**. Unless otherwise noted, the Applicant shall submit one original (physical) and one digital copy of the application and supporting documentation.

A. One Original and One Digital Copy of Application and Supporting Documents

☐ Required unless otherwise noted. Signatures on original must be "wet ink" or secure digital signatures. Please do not submit engineering design plans with the application unless specifically requested.

☐ Please do not submit this checklist as part of your application.

☒ Submission of the Digital Application may be in a singular PDF format. Please contact your applicable Regional Office for further information.

B. Cover Letter/Narrative Description (Required for All Application Packages):

☒ List all items included in the application package, as well as a brief description of the requested permitting action.

- Be specific as to the system type, number of homes served, flow allocation required, etc.
- Include the permit number/status of any other required sewer permits (downstream/upstream)
- If necessary for clarity, include attachments to the application form.
- If the project is funded by American Rescue Plan Act (ARPA) funds, please include the ARPA project number in the cover letter and in parentheses under Project Name (Section II.1. of the application).

C. Application Fee (All New and Modification Application Packages):

☒ Submit a check or money order dated within 90 days of application submittal and made payable to North Carolina Department of Environmental Quality (NCDEQ). The appropriate fee amount for new and major modification applications may be found at: Water Quality Permitting Project Fees.

- Payable to North Carolina Department of Environmental Quality (NCDEQ)

D. Fast Track Application (Required for All Application Packages, Form FTA 07-25):

☒ Submit the completed and appropriately executed application.

- If necessary for clarity or due to space restrictions, attachments to the application may be made.

☐ If the Applicant Type in Item I.2 is a corporation or company, provide documentation it is registered for business with the North Carolina Secretary of State.

☐ If the Applicant Type in Item I.2 is a partnership or d/b/a, enclose a copy of the certificate filed with the Register of Deeds in the county of business.

☒ The Project Name in Item II.1 shall be consistent with the project name on the flow acceptance letters, agreements, etc.

☒ The Professional Engineer's Certification on Page 5 of the application shall be signed, sealed and dated by a North Carolina licensed Professional Engineer.

☒ The Applicant's Certification on Page 5 of the application shall be signed in accordance with 15A NCAC 02T .0106(b). Per 15A NCAC 02T .0106(c), an alternate person may be designated as the signing official if a delegation letter is provided from a person who meets the criteria in 15A NCAC 02T .0106(b).

E. Variance or Flow Reduction Approval

☐ If a Variance or Flow Reduction Approval is required for permitting, the application for these must be submitted and approval received BEFORE submission of FTA 07-25. An FTA 07-25 is not considered complete without the inclusion of these approvals and will be returned. **Submission of FTA 07-25 and supporting documents to the regional office is only allowed once the variance or flow reduction has been approved by the Central Office. Submission prior will result in the application being returned.**

F. Flow Tracking/Acceptance Form (Form: FTSE 03-25) (If Applicable):

☒ Submit the completed and executed FTSE form from the owners of the downstream sewers and treatment facility.

- Multiple forms maybe required where the downstream sewer owner and wastewater treatment facility are different.
- The flow acceptance indicated in form FTSE must not expire prior to permit issuance and must be dated less than one year prior to the application date.
- Submittal of this application and form FTSE indicates that owner has adequate capacity and will not violate G.S. 143-215.67(a).
- Intergovernmental agreements or other contracts will not be accepted in lieu of a project-specific FTSE.

G. Site Maps (All Application Packages):

☒ Include a color aerial photo-style map showing general project area (such as street names or latitude/longitude) and nearest surface waters so that Division staff can easily locate it in the field. Map should clearly show proposed project area with indication lines or shading.

- General location of the project components (gravity sewer, pump stations, & force main)
- Downstream connection points and permit number (if known) for the receiving sewer
- Indication of full project area marked clearly

H. Existing Permit (Application Packages for Modifications to an Existing Permit):

☐ Submit a copy of the most recently issued existing permit.

☐ **Include a descriptive and clear narrative identifying the previously permitted items to remain in the permit, items to be added, and/or items to be modified** (the application form itself should include only include items to be added/modified). The narrative should also include whether any previously permitted items have been certified.

☐ **The narrative should clearly identify the requested permitting action and accurately describe the sewers to be listed in the final permit.**

I. Power Reliability Plan (Required if portable reliability option utilized for Pump Station):

☐ Per 15A NCAC 02T .0305(h)(1), submit documentation of power reliability for pumping stations.

- This alternative is only available for average daily flows less than 15,000 gallons per day
- It shall be demonstrated to the Division that the portable source is owned or contracted by the applicant and is compatible with the station. The Division will accept a letter signed by the applicant (see 15A NCAC 02T .0106(b)) or proposed contractor, stating that "the portable power generation unit or portable, independently-powered pumping units, associated appurtenances and personnel are available for distribution and operation of this pump station."
- **If the portable power source or pump is dedicated to multiple pump stations, an evaluation of all the pump stations' storage capacities and the rotation schedule of the portable power source or pump, including travel timeframes, shall be provided in the case of a multiple station power outage. (Required at time of certification)**

J. Certificate of Public Convenience and Necessity (All Application Packages for Privately-Owned Public Utilities):

- ☐ Per 15A NCAC 02T .0115(a)(1) provide the Certificate of Public Convenience and Necessity from the North Carolina Utilities Commission demonstrating the Applicant is authorized to hold the utility franchise for the area to be served by the sewer extension, or
- ☐ Provide a letter from the North Carolina Utilities Commission's Water and Sewer Division Public Staff stating an application for a franchise has been received and that the service area is contiguous to an existing franchised area or that franchise approval is expected.

K. Operational Agreements (Applications from HOA/POA and Developers for lots to be sold):

- ☐ Home/Property Owners' Associations
  - ☐ Per 15A NCAC 02T .0115(c), submit the properly executed Operational Agreement (FORM: HOA).
  - ☐ Per 15A NCAC 02T .0115(c), submit a copy of the Articles of Incorporation, Declarations and By-laws.
- ☐ Developers of lots to be sold
  - ☐ Per 15A NCAC 02T .0115(b), submit the properly executed Operational Agreement (FORM: DEV).

For more information, visit the Division's collection systems website

THE COMPLETED APPLICATION PACKAGE INCLUDING ALL SUPPORTING INFORMATION AND MATERIALS, SHOULD BE SENT TO THE APPROPRIATE REGIONAL OFFICE:

REGIONAL OFFICE	ADDRESS	COUNTIES SERVED
Asheville Regional Office Water Quality Section	2090 US Highway 70 Swannanoa, North Carolina 28778-8211 (828) 296-4500 (828) 299-7043 Fax	Avery, Buncombe, Burke, Caldwell, Cherokee, Clay, Graham, Haywood, Henderson, Jackson, Macon, Madison, McDowell, Mitchell, Polk, Rutherford, Swain, Transylvania, Yancey
Fayetteville Regional Office Water Quality Section	225 Green Street Suite 714 Fayetteville, North Carolina 28301-5095 (910) 433-3300 (910) 486-0707 Fax	Anson, Bladen, Cumberland, Harnett, Hoke, Montgomery, Moore, Robeson, Richmond, Sampson, Scotland
Mooresville Regional Office Water Quality Section	610 E. Center Avenue Mooresville, North Carolina 28115 (704) 663-1699 (704) 663-6040 Fax	Alexander, Cabarrus, Catawba, Cleveland, Gaston, Iredell, Lincoln, Mecklenburg, Rowan, Stanly, Union
Raleigh Regional Office Water Quality Section	3800 Barrett Drive Raleigh, North Carolina 27609 (919) 791-4200 (919) 571-4718 Fax	Chatham, Durham, Edgecombe, Franklin, Granville, Halifax, Johnston, Lee, Nash, Northampton, Orange, Person, Vance, Wake, Warren, Wilson
Washington Regional Office Water Quality Section	943 Washington Square Mall Washington, North Carolina 27889 (252) 946-6481 (252) 975-3716 Fax	Beaufort, Bertie, Camden, Chowan, Craven, Currituck, Dare, Gates, Greene, Hertford, Hyde, Jones, Lenoir, Martin, Pamlico, Pasquotank, Perquimans, Pitt, Tyrrell, Washington, Wayne
Wilmington Regional Office Water Quality Section	127 Cardinal Drive Extension Wilmington, North Carolina 28405 (910) 796-7215 (910) 350-2004 Fax	Brunswick, Carteret, Columbus, Duplin, New Hanover, Onslow, Pender
Winston-Salem Regional Office Water Quality Section	450 W. Hanes Mill Road Suite 300 Winston-Salem, North Carolina 27105 (336) 776-9800 (336) 776-9797 Fax	Alamance, Alleghany, Ashe, Caswell, Davidson, Davie, Forsyth, Guilford, Rockingham, Randolph, Stokes, Surry, Watauga, Wilkes, Yadkin

JOSH STEIN
Governor
D. REID WILSON
Secretary
RICHARD E. ROGERS, JR.
Director

NORTH CAROLINA
Environmental Quality

FAST TRACK SEWER SYSTEM EXTENSION APPLICATION
FTA 07-25 & SUPPORTING DOCUMENTATION

Application Number: _____ (to be completed by DWR)

All items must be completed with all applicable information, or the application will be returned
DO NOT SEND ENGINEERING PLANS UNLESS REQUESTED

I. APPLICANT INFORMATION:

1. Applicant's name: Norcress Water and Sewer District (company, municipality, HOA, utility, etc.)
2. Applicant type: ☐ Individual ☐ Corporation ☐ General Partnership ☐ Privately-Owned Public Utility ☐ Federal ☐ State/County ☒ Municipal ☐ Other
3. Signature authority's name: Kirk deViere per 15A NCAC 02T .0106(b) Title: Chairman
4. Applicant's mailing address: 130 Gillespie St., Suite 214 City: Fayetteville State: NC Zip: 28301-____
5. Applicant's contact information: Phone number: (910) 678-7637 Email Address: ahall@cumberlandcountync.gov

II. PROJECT INFORMATION:

1. Project name: Godwin Subdivision
2. Application/Project status: ☒ Proposed (New Permit) ☐ Existing Permit/Project ☐ ARPA funded ☐ S.L. 2023-134 funded
3. If a modification, provide the existing permit number: WQ00_____ and issued date: _____,

   For modifications, also attach a detailed narrative description and copy of original permit as described in Item G of the checklist.

   If new construction, but part of a master plan, provide the existing permit number: WQ00_____

   If ARPA or S.L. 2023-134 funded, provide the project number: _____
4. County where project is located: Cumberland
5. Approximate Coordinates (Decimal Degrees): Latitude: 35.219073° Longitude: -78.677011°
6. Parcel ID (if applicable): 0593-65-7760 (or Parcel ID to closest downstream sewer)

III. CONSULTANT INFORMATION:

1. Professional Engineer: Donald L. Curry, Jr., PE License Number: 026970 Firm: Curry Engineering

   Mailing address: 205 S. Fuquay Ave. City: Fuquay-Varina State: NC Zip: 27526-____

   Phone number: (919) 552-0849 Email Address: don@curryeng.com

IV. WASTEWATER TREATMENT FACILITY (WWTF) INFORMATION:

1. Facility Name: Cross Creek WWTF Permit Number: Permit NC 0023957

   Owner Name: Fayetteville PWC

V. RECEIVING DOWNSTREAM SEWER INFORMATION:

1. Permit Number(s): WQ_____
2. Downstream (Receiving) Sewer Information: _____ inch ☐ Gravity ☐ Force Main
3. System Wide Collection System Permit Number(s) (if applicable): WQCS00353

   Owner Name(s): Norcress Water and Sewer District

VI. GENERAL REQUIREMENTS

1. If the Applicant is a Privately-Owned Public Utility, has a Certificate of Public Convenience and Necessity been attached?

   ☐ Yes ☐ No ☒ N/A

2. If the Applicant is a Developer of lots to be sold, has a Developer's Operational Agreement (FORM: DEV) been attached?

   ☐ Yes ☐ No ☒ N/A

3. If the Applicant is a Home/Property Owners' Association, has an HOA/POA Operational Agreement (FORM: HOA) and supplementary documentation as required by 15A NCAC 02T.0115(c) been attached?

   ☐ Yes ☐ No ☒ N/A

4. Origin of wastewater: (check all that apply):

☒ Residential (Individually Owned)	☐ Retail (stores, centers, malls)	☐ Car Wash
☐ Residential (Leased)	☐ Retail with food preparation/service	☐ Hotel and/or Motels
☐ School / preschool / day care	☐ Medical / dental / veterinary facilities	☐ Swimming Pool/Clubhouse
☐ Food and drink facilities	☐ Church	☐ Swimming Pool/Filter Backwash
☐ Businesses / offices / factories	☐ Nursing Home	☐ Other (Explain in Attachment)

5. Nature of wastewater : 100 % Domestic _____% Commercial _____ % Industrial (See 15A NCAC 02T .0103(20))
   If Industrial, is there a Pretreatment Program in effect? ☐ Yes ☐ No

6. Has a flow reduction been approved under 15A NCAC 02T .0114(f)? ☐ Yes ☒ No
   - **If yes, provide a copy of flow reduction approval letter with this application**

7. Summarize wastewater generated by project (per 15A NCAC 02T .0114 and G.S. 143-215.1):

Establishment Type (see 02T.0114(f))	Daily Design Flow [a,b]	No. of Units	Flow
Single-Family Residential Dwelling Units	225 gal/3 bedroom home	116	26,100 GPD
	gal/		GPD
	gal/		GPD
	gal/		GPD
	gal/		GPD
	gal/		GPD
		Total	26,100 GPD

- Do not include future flows or previously permitted allocations

a See 15A NCAC 02T .0114(b), (d), (e)(1) and (e)(2) for caveats to wastewater design flow rates (i.e. proposed unknown non-residential development uses; public access facilities located near high public use areas; and residential property located south or east of the Atlantic Intracoastal Waterway to be used as vacation rentals as defined in G.S. 42A-4).

b Per 15A NCAC 02T .0114(c), design flow rates for establishments not identified [in table 15A NCAC 02T.0114] shall be determined using available flow data, water using fixtures, occupancy or operation patterns, and other measured data.

If permitted flow is zero, please indicate why:

☐ Pump Station/Force Main or Gravity Sewer where flow will be permitted in subsequent permits that connect to this line. Please provide supplementary information indicating the approximate timeframe for permitting upstream sewers with flow.

☐ Flow has already been allocated in Permit Number: _____ Issuance Date: _____

☐ Rehabilitation or replacement of existing sewers with no new flow expected

☐ Other (Explain): _____

A Flow Tracking/Acceptance Form is still required for scenarios where the permitted flow is zero to assure downstream capacity for future flow. For any cases that may arise where the permitted flow is zero, please contact your Regional Office for further instruction prior to submittal of the application to minimize delay of review and approval.

VII. GRAVITY SEWER DESIGN CRITERIA (If Applicable) - 02T .0305 & MDC (Gravity Sewers):

1. Summarize gravity sewer to be permitted:

Size (inches)	Length (feet)	Material
8"	4854	PVC

- Section II & III of the MDC for Permitting of Gravity Sewers contains information related to design criteria
- Section III contains information related to minimum slopes for gravity sewer(s)
- **Oversizing lines to meet minimum slope requirements is not allowed and a violation of the MDC**

VIII. PUMP STATION DESIGN CRITERIA (If Applicable) – 02T .0305 & MDC (Pump Stations/Force Mains):

PROVIDE A SEPARATE COPY OF THIS PAGE FOR EACH ADDITIONAL PUMP STATION INCLUDED IN THIS PROJECT

1. Pump station number or name: 1
2. Approximate Coordinates (Decimal Degrees): Latitude: 35.223454° Longitude: -78.675302°
3. Total number of pumps at the pump station: 2
4. Design flow of the pump station: 0.1044 millions gallons per day (firm capacity)
   - This should reflect the total GPM for the pump station with the largest pump out of service.
5. Operational point(s) per pump(s): 100 gallons per minute (GPM) at 34 feet total dynamic head (TDH)
6. Summarize the force main to be permitted (for this Pump Station):

Size (inches)	Length (feet)	Material
4"	1687	C900 PVC

If any portion of the force main is less than 4-inches in diameter, please identify the method of solids reduction per MDCPSFM Section 2.01C.1.b. ☒ Grinder Pump ☐ Mechanical Bar Screen ☐ Other (please specify) _____

7. Power reliability in accordance with 15A NCAC 02T .0305(h)(1):

☒ Standby power source or ☐ Standby pump

- Must have automatic activation and telemetry - 15A NCAC 02T.0305(h)(1)(B):
- Required for all pump stations with an average daily flow greater than or equal to 15,000 gallons per day
- **Must be permanent to facility** and may not be portable

Or if the pump station has an average daily flow less than 15,000 gallons per day 15A NCAC02T.0305(h)(1)(C):

☐ Portable power source with manual activation, quick-connection receptacle and telemetry -

or

☐ Portable pumping unit with plugged emergency pump connection and telemetry:

- Include documentation that the portable source is owned or contracted by the applicant and is compatible with the station.
- If the portable power source or pump is dedicated to multiple pump stations, an evaluation of all the pump stations' storage capacities and the rotation schedule of the portable power source or pump, including travel timeframes, shall be provided as part of this permit application in the case of a multiple station power outage.

IX. SETBACKS & SEPARATIONS – (02B .0200 & 15A NCAC 02T .0305(f)):

15A NCAC 02T.0305(f) contains minimum separations that shall be provided for sewer systems:

Setback Parameter*	Separation Required
Storm sewers and other utilities not listed below (vertical)	18 inches
[2]Water mains (vertical - water over sewer preferred, including in benched trenches)	18 inches
[2]Water mains (horizontal)	10 feet
Reclaimed water lines (vertical - reclaimed over sewer)	18 inches
Reclaimed water lines (horizontal - reclaimed over sewer)	2 feet
**Any private or public water supply source, including any wells, WS-I waters of Class I or Class II impounded reservoirs used as a source of drinking water, and associated wetlands.	100 feet
**Waters classified WS (except WS-I or WS-V), B, SA, ORW, HQW, or SB from normal high water (or tide elevation) and wetlands associated with these waters (see item IX.2)	50 feet
**Any other stream, lake, impoundment, or ground water lowering and surface drainage ditches, as well as wetlands associated with these waters or classified as WL.	10 feet
Any building foundation (horizontal)	5 feet
Any basement (horizontal)	10 feet
Top slope of embankment or cuts of 2 feet or more vertical height	10 feet
Drainage systems and interceptor drains	5 feet
Any swimming pools	10 feet
Final earth grade (vertical)	36 inches

- If noncompliance with 02T.0305(f) or (g), see Section X.1 of this application

*15A NCAC 02T.0305(g) contains alternatives where separations in 02T.0305(f) cannot be achieved. Please check "yes" below if these alternatives are used and provide narrative information to explain.

**Stream classifications can be identified using the Division's NC Surface Water Classifications webpage

1. Does the project comply with all separations/alternatives found in 15A NCAC 02T .0305(f) & (g)? ☒ Yes ☐ No

2. Does this project comply with the minimum separation requirements for water mains? ☒ Yes ☐ No ☐ N/A
   - If no, please refer to 15A NCAC 18C.0906(f) for documentation requirements and submit a separate document, signed/sealed by an NC licensed PE, verifying the criteria outlined in that Rule.

3. Does the project comply with separation requirements for wetlands? ☒ Yes ☐ No ☐ N/A
   - Please provide supplementary information identifying the areas of non-conformance.
   - See the Division's draft separation requirements for situations where separation cannot be met.
   - No variance is required if the alternative design criteria specified is utilized in design and construction.

4. Is the project located in a river basin subject to any State buffer rules or Trout Buffered Streams per 15A NCAC 2B.0202?
   ☐ Yes Basin name: _____ ☒ No
   If yes, does the project comply with setbacks found in the river basin rules per 15A NCAC 02B .0200? ☐ Yes ☐ No

5. Does the project require coverage/authorization under a 404 Nationwide/individual permits or 401 Water Quality Certifications? ☒ Yes ☐ No
   - Please provide the permit number/permitting status in the cover letter if coverage/authorization is required.

6. Does project comply with 15A NCAC 02T.0105(c)(6) (additional permits/certifications)? ☐ Yes ☒ No
   Per 15A NCAC 02T.0105(c)(6), directly related environmental permits or certification applications must be being prepared, have been applied for, or have been obtained. Issuance of this permit is contingent on issuance of dependent permits (erosion and sedimentation control plans, stormwater management plans, etc.).

7. Does this project include any sewer collection lines that are deemed "high-priority?" ☐ Yes ☒ No
   Per 15A NCAC 02T.0402, "high-priority sewer" means any aerial sewer, sewer contacting surface waters, siphon, or sewers positioned parallel to streambanks that are subject to erosion that undermines or deteriorates the sewer. **Siphons and sewers suspended through interference/conflict boxes require a variance approval.**
   - If yes, include an attachment with details for each line, including type (aerial line, size, material, and location).

   High priority lines shall be inspected by the permittee or its representative at least once every six-months and inspections documented per 15A NCAC 02T.0403(a)(5) or the permittee's individual System-Wide Collection permit.

X. CERTIFICATIONS:

1. Does the submitted system comply with 15A NCAC 02T, the Minimum Design Criteria for the Permitting of Pump Stations and Force Mains (latest version), and the Gravity Sewer Minimum Design Criteria (latest version) as applicable?

   ☒ Yes ☐ No

   If no, you must provide the application number of the variance pending approval in order to proceed with this application. Variance No. WQSV_____. The Variance/Alternative Sewer Application form is available on the Sewer Extension Permitting website. **Projects requiring two or more variances, or a variance determined by the Division to be a significant portion of the project, may be required to submit the project for a full technical review**.

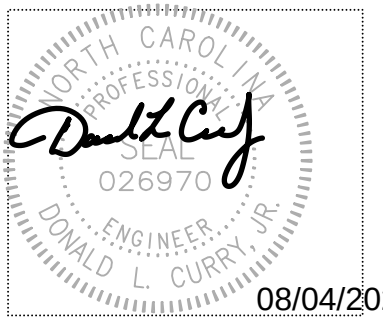
2. Professional Engineer's Certification:

   I, Donald L. Curry, Jr., PE, attest that this application for Godwin Subdivision
   (Professional Engineer's name from Application Item III.1.) (Project Name from Application Item II.1)

   has been reviewed by me and is accurate, complete and consistent with the information supplied in the plans, specifications, engineering calculations, and all other supporting documentation to the best of my knowledge. I further attest that to the best of my knowledge the proposed design has been prepared in accordance with the applicable regulations, Minimum Design Criteria for Gravity Sewers (latest version), and the Minimum Design Criteria for the Fast-Track Permitting of Pump Stations and Force Mains (latest version). Although other professionals may have developed certain portions of this submittal package, inclusion of these materials under my signature and seal signifies that I have reviewed this material and have judged it to be consistent with the proposed design.

   NOTE – In accordance with General Statutes 143-215.6A and 143-215.6B, any person who knowingly makes any false statement, representation, or certification in any application package shall be guilty of a Class 2 misdemeanor, which may include a fine not to exceed $10,000, as well as civil penalties up to $25,000 per violation. Misrepresentation of the application information, including failure to disclose any design non-compliance with the applicable Rules and design criteria, may subject the North Carolina-licensed Professional Engineer to referral to the licensing board. (21 NCAC 56.0701)

   North Carolina Professional Engineer's seal, signature, and date:

3. Applicant's Certification per 15A NCAC 02T .0106(b):

   I, _____, attest that this application for _____
   (Signature Authority Name from Application Item I.3.) (Project Name from Application Item II.1)

   attest that this application has been reviewed by me and is accurate and complete to the best of my knowledge. I understand that if all required parts of this application are not completed and that if all required supporting documentation and attachments are not included, this application package is subject to being returned as incomplete. I understand that any discharge of wastewater from this non-discharge system to surface waters or the land will result in an immediate enforcement action that may include civil penalties, injunctive relief, and/or criminal prosecution. I will make no claim against the Division of Water Resources should a condition of this permit be violated. I also understand that if all required parts of this application package are not completed and that if all required supporting information and attachments are not included, this application package will be returned to me as incomplete.

   NOTE – In accordance with General Statutes 143-215.6A and 143-215.6B, any person who knowingly makes any false statement, representation, or certification in any application package shall be guilty of a Class 2 misdemeanor, which may include a fine not to exceed $10,000 as well as civil penalties up to $25,000 per violation.

Signature: _____ Date: _____

NORTH CAROLINA
CUMBERLAND COUNTY

AGREEMENT FOR UTILITY SERVICE(S)

THIS AGREEMENT, made this 4th day of November, 2024 by and between the NORCRESS Water and Sewer District (hereinafter called "DISTRICT") and Susan Tart Property, LLC (hereinafter called "APPLICANT")

WITNESSETH

WHEREAS, APPLICANT desires public utility services from DISTRICT as selected below. (check all that apply)

- ☐ Water and/or Sewer Utility Extension
- ☐ Water Service
- ☒ Sewer Service

NOW THEREFORE, in consideration of the premises and of the mutual agreements hereinafter set forth, the parties hereby agree and contract as follows:

DEFINITION OF DISTRICT'S AGENTS. Throughout this Agreement, any reference to "Agent" or "DISTRICT'S Agent" shall mean any worker, employee, official, contractor, consultant or operator of DISTRICT'S water and sewer services or systems whether employed, hired, or contracted by DISTRICT or Cumberland County on behalf of DISTRICT.

Article 1: Water and/or Sewer Utility Extension

As selected above, APPLICANT hereby requests installation of water and/or sanitary sewer utility services as described in Exhibit "I", Project Summary, and is subject to the following terms and conditions:

A. APPLICANT shall perform all work necessary to accomplish the proposed utility extension including, but not limited to, design, specifications, permitting and construction. Applicant will furnish all material, perform all labor, and pay all costs to construct, by a contractor licensed to perform utilities construction in North Carolina, to DISTRICT'S rules currently in effect and approved by the DISTRICT'S governing board, all applicable local codes and ordinances, the current service provider, and State regulations and laws for those utilities. The work shall be completed in accordance with this Agreement. The DISTRICT or its Agent will review and inspect work performed by APPLICANT to assure that the work meets the purpose for which it is intended and is in compliance with all requirements and conditions contained herein. Such review and approval will not relieve APPLICANT from complying with all said conditions and requirements.

B. Such construction shall be undertaken and completed as soon as practicable, and not later than one year from date of this agreement, unless delayed or prevented by acts of God, or other things beyond APPLICANT's control. In the event that construction is not completed one year from date of this agreement, then DISTRICT, through the Director of the Cumberland County Public Utilities Department may extend the agreement upon such terms and conditions as the Director deems necessary.

C. Fees shall be paid by APPLICANT for services provided by DISTRICT, the service provider, or its Agent for the following:

(1) review and approval of plans, specifications, and necessary documents, to include final review of the required documents to assure that DISTRICT has legal title to necessary rights-of-way and easements;

(2) review and approval of the Bill of Sale provided by APPLICANT, and acceptance of the utility extensions by DISTRICT;

(3) and daily inspection of the construction in progress, as needed to ensure that construction of the utility extensions are in accordance with this Agreement, the Plans and Specifications, and any other DISTRICT requirements;

(4) conduction of pre-flush required pressure tests, any retesting which may be necessary, and sampling of the completed extension after flushing for submittal to the State, or a certified testing laboratory, for bacteriological examination;

(5) conduction of required pressure tests, after flushing, and any retesting of sewer system improvement which may be necessary;

(6) approval of the sewer video taping schedule, supervision of video taping and revisions/approval of the completed tape and log sheets;

(7) final inspection of the completed extension and preparation of the inspection report, which shall set forth any deficiencies that may exist;

(8) reinspection of any deficient work;

(9) review of the water and/or sewer as-built construction drawings; and

(10) reinspection at the end of the one-year warranty period.

D. Materials and equipment shall be new and shall be as specified in this Agreement, the plans and specifications, the service providers standards, or if not specified, of a quality approved by DISTRICT. All materials and equipment furnished are warranted by APPLICANT as new and in accordance with this Agreement and the approved plans and specifications, and suitable for the intended purpose. In addition, APPLICANT, shall furnish DISTRICT copies of the supplier's warranty and shall adopt the same as the warranty of APPLICANT, and shall also be liable thereon to DISTRICT.

E. Connection to DISTRICT's water and/or sanitary sewer system of buildings constructed after the date of this agreement on parcels of land that are subject to the Cumberland County's Subdivision Ordinance shall be governed by the requirements of Cumberland County's Subdivision Ordinance.

F. Upon satisfactory completion of construction of said water and/or sanitary sewer mains and written acceptance of such construction by DISTRICT, said utility mains shall be the property solely of DISTRICT and DISTRICT will maintain same after the one (1) year warranty set forth below has expired. To accurately value the assets being transferred, APPLICANT shall complete and submit a preliminary Statement of Project Cost Form attached as Exhibit "II" to DISTRICT at time of submittal and a final certified form at project completion.

G. Warranty: APPLICANT shall warrant that the water and/or sanitary sewer utilities to be owned by DISTRICT shall be free from any defects in materials and workmanship. APPLICANT also warrants that it shall be solely responsible for the repair of any damage caused by its agents or employees. Said warranties shall remain in full force and effect for a period of one (1) year from the date of final acceptance of the facilities by DISTRICT. In the event it becomes necessary to repair and/or replace any of the facilities during the initial one (1) year period, such repair and/or replacement shall be at APPLICANT's sole expense and the warranty as to those items repaired and/or replaced shall continue to remain in effect for an additional period of one (1) year from the date of final acceptance by DISTRICT of those repairs and/or replacements. If DISTRICT must repair and/or replace said utilities during the warranty period due to response time requirements, DISTRICT shall bill APPLICANT for work completed and APPLICANT shall remit payment therefore within thirty (30) days of the date of the invoice.

H. Water and/or sanitary sewer connections to structures along said utility mains from service laterals installed by APPLICANT will not be made nor will such service be activated until all work to be performed by APPLICANT has been satisfactorily completed and written acceptance of such work is given by DISTRICT. Also, if a water main is extended pursuant to this agreement, it must be tested and sterilized by APPLICANT'S contractor before activation of any water service from said water main.

I. Water and/or sanitary sewer service will be supplied to structures now or hereafter located along said utility mains in accordance with DISTRICT's rules, regulations, and rate schedules applicable to such structures and currently in effect at the time of application for service. If all normal DISTRICT fees and charges for installation and activation of such services have been paid by applicants for said services, DISTRICT will thereafter use its best efforts to supply water to said structures at good operating pressure, but in no event shall DISTRICT be liable for failure to do so, it being understood that all such original operating fees, charges, rates, etc., are, solely at DISTRICT's discretion, subject to change by DISTRICT.

I. Any replacements or adjustments in elevations and grades of those water and/or sanitary sewer service laterals, including water meters and boxes and sanitary sewer cleanout stacks, which were originally installed by APPLICANT'S contractor in accordance with approved plans by APPLICANT's engineer, shall be at APPLICANT's expense; and the determination of DISTRICT that such replacements or adjustments are required shall be final and binding on APPLICANT.

J. During construction of project, APPLICANT will be responsible and pay DISTRICT as invoiced for any and all damages to DISTRICT utilities and materials except when such damages are caused by DISTRICTS forces. APPLICANT shall remit payment therefore within thirty (30) days of the date of the invoice.

K. APPLICANT'S contractor shall be responsible for complying with any and all statutes, rules, regulations or ordinances, which may be imposed by other governmental agencies (local, state and federal), which have jurisdiction. APPLICANT shall hold harmless DISTRICT against any claims, fines or civil penalties resulting from APPLICANT'S contractor's failure to comply with said regulations.

L. The Water and Sewer Utility Extension is further illustrated in Exhibit "III", Water and Sewer Utility Extension Map. APPLICANT shall be responsible for costs (engineering, materials, design, etc.) associated with major design changes that deviate from Exhibit "II" and the attached map as identified in Exhibit "III".

Article 2: General Terms and Conditions

AUTHORITY:

DISTRICT shall have general authority over the work to be accomplished under this Agreement, provided nothing contained in this Agreement shall be construed to require DISTRICT to direct the method or manner of performing any work by APPLICANT. Incident to this general authority, DISTRICT may engage engineers and contractors to observe construction, inspect, test, and evaluate any construction performed by APPLICANT's contractors and assist APPLICANT'S contractors with correcting or completing any construction if DISTRICT determines the construction by APPLICANT'S contractors creates a risk of harm to DISTRICT'S water or sewer system for which APPLICANT'S extension is permitted. APPLICANT shall be responsible for the costs incurred by DISTRICT for this purpose.

DISTRICT shall decide all questions pertaining to the interpretation of this Agreement and the approved plans and specifications prepared thereto, the quality or acceptability of materials furnished, and work performed under this Agreement on the part of APPLICANT. The decision of DISTRICT on such matters shall be final.

All work under this Agreement shall be performed to the satisfaction of DISTRICT, and the decision by DISTRICT as to whether the work has been performed in a satisfactory manner shall be final.

DISTRICT may stop work under this Agreement whenever, in its opinion, such stoppage is necessary to ensure proper performance of this Agreement. DISTRICT may also reject all work and materials which, in its opinion, do not conform to this Agreement.

DETERMINATION OF "OR EQUAL"

DISTRICT or its Agent shall be the sole judge of the questions of "or equal" of any supplies, materials or equipment proposed by APPLICANT. APPLICANT shall pay to DISTRICT the costs of test and evaluations needed to determine the acceptability of alternates proposed by APPLICANT.

STOPPAGE OF WORK

If APPLICANT performs any work contrary to this Agreement, laws, ordinances, rules, or regulations; or, prior to obtaining any necessary permits or other required permission, DISTRICT may order the work stopped.

INSPECTIONS AND TESTS

Inspection by DISTRICT or its Agent is required for various aspects of the utility system. Such aspects include, but are not limited to: water and/or sewer main pipe laying operations, installation of sleeves, couplers and adapters on pipe, pipe bedding and backfilling, casings, concrete encasement or other special installations, repairs to water and/or sewer utilities, all water main fittings with concrete blocking, pressure testing water mains, water main purity samples after flushing, main wet taps, any cut-in's on existing water mains, hydrant installations, water service installations, vault installations and appurtenances, hole cuts on sanitary sewer pipe, manhole installations and pipe connections, manhole vacuum testing, manhole core drilling, air testing sewer main and side sewer stubs, flushing/cleaning sewer mains and CCTV inspection, grease/oil-water separators, vehicle wash and dumpster area drains, tee locations and stub markers, sewer depth at right-of-way/easement line, sewer slope, fittings and clean-outs.

Inspection of the work by DISTRICT or its Agent shall be strictly for the benefit of DISTRICT or its Agent and no other person or agency.

DISTRICT staff or its Agent, at all times, will have access to the work area for the purpose of inspecting and testing. APPLICANT shall provide facilities for safe access, inspection, and testing.

If any work is covered without the approval or consent of DISTRICT or its Agent it shall be uncovered for inspection at APPLICANT'S expense, if required by DISTRICT or its Agent.

APPLICANT shall make reasonable tests of the work at APPLICANT'S expense upon DISTRICT'S or its Agent's request and shall maintain a record of such tests.

Before a performance test is to be observed by DISTRICT or its Agent , APPLICANT shall make such preliminary tests as are necessary to assure that the material and/or equipment are in accordance with the approved plans and specifications provided. If, for any reason, the test observed is unsatisfactory, APPLICANT shall pay all costs incurred for the inspection of further testing.

Should APPLICANT elect to work more than eight hours per weekday, all costs of inspection thus entailed may be charged to APPLICANT at the overtime billing rate.

Approval is required from DISTRICT or its Agent to work nights, weekends, and holidays. After-hours inspections may not be possible due to the lack of staff availability. APPLICANT shall submit its proposed schedule to work nights, weekends, or holidays at least five days in advance (not including weekends and holidays) for review. If APPLICANT elects to work on weekends, nights or holidays, and such work schedule is approved by DISTRICT or its Agent, all costs of inspection may be charged to the APPLICANT at the overtime billing rate.

Where this Agreement, approved plans and specifications, or laws, ordinances, rules, or regulations of any governmental authority require that any work be specially tested or inspected, APPLICANT shall give DISTRICT notice that such tests or completed work is ready for inspection. APPLICANT shall notify DISTRICT of the date, time, and location of the inspection. Required certificates of inspection shall be secured by APPLICANT.

Notice of deficiencies shall be given to APPLICANT upon completion of each inspection. APPLICANT shall correct such deficiencies within seven days of the notice and before final inspection is made by DISTRICT.

A representative of APPLICANT'S contractor shall arrange a time to accompany DISTRICT or its Agent on the final inspection and subsequent reinspection, if required. DISTRICT or its Agent will not make the final inspection until the physical work, including final clean-up and all extra work ordered by the Inspector has been completed.

Deficiencies discovered during the final inspection shall be corrected within seven days of notice thereof and, in no instance, shall service be provided until the deficiencies are corrected and the utility extensions pass reinspection.

AVAILABILITY OF PROJECT DOCUMENTS

APPLICANT shall keep at least one copy of the following project documents constantly available at the construction site: (1) approved construction plans and shop drawings, and (2) construction specifications.

MATERIALS AND EQUIPMENT LIST

APPLICANT shall file three copies of a materials and equipment list with DISTRICT prior to commencing construction. This list shall designate the quantity, manufacturer and model number of materials and equipment to be installed under this Agreement.

The materials and equipment list will be checked by DISTRICT or its Agent for conformity with this Agreement and the approved plans and specifications provided. DISTRICT will determine the conformity of the list with reasonable promptness. APPLICANT shall make any required corrections and file two correct copies with DISTRICT within one week after receipt of the required corrections. DISTRICT'S review of the list shall not relive APPLICANT from the responsibility of providing materials and equipment suitable for their intended purpose nor for deviations from this Agreement or the plans and specifications without written approval from DISTRICT.

WATER METERS

It shall be the responsibility of APPLICANT to make application and pay any necessary fees to DISTRICT for the installation of water meters. APPLICANT shall not purchase and install water meters from a private supplier.

Single family meter applications shall not be submitted until after acceptance of the utility extensions.

SEWER TAPS

It shall be the responsibility of APPLICANT to make application and pay any necessary fees to DISTRICT for the connection of sewer taps to the mains. Elder valve installations may be required in addition to sewer taps.

Single family sewer connections shall not be submitted until after acceptance of the utility extensions.

SAFETY:

Safety in, on, or about the construction site is the sole and exclusive responsibility of APPLICANT. APPLICANT's means and method of work performance, superintendent of APPLICANT's employees and sequencing of construction are also sole and exclusive responsibilities of APPLICANT.

APPLICANT shall be responsible for the safety of any person, including but not limited to, any worker, DISTRICT's Agent, Owner and/or Owner's representative, visitor or invitee on the site of the work at all times during the prosecution of the work, regardless of whether the individual is an employee of APPLICANT or APPLICANT's Contractor or Sub-Contractor. APPLICANT is responsible for compliance with the rules, regulations and interpretations of the North Carolina Department of Labor relating to "North Carolina Occupational Safety and Health Standards (OSHA) for the Construction Industry" (Title 29 CFR Part 1926 and 29 CFR Part 1919 as adopted by 13 NCAC 7C.0101) and revisions as adopted by N.C.G.S. § 95-126 through 155 and additionally with normal industry safety practices or standards.

DISTRICT shall have the right to inspect the work for pay application compliance and compliance with DISTRICT'S standards and specifications but is not required to do so. DISTRICT shall further have the right to monitor the progress of the work, but no such inspection shall relieve APPLICANT of any duty or obligation it might have under the terms of this Agreement. Nothing in this Agreement shall relieve APPLICANT of any duty or obligation to direct the means and methods of the work.

INDEMNIFICATION:

APPLICANT shall indemnify and hold DISTRICT and DISTRICT'S Agents harmless from and against all liabilities, claims, demands, suits, losses, damages, costs, and expenses (including attorney's fees) for bodily injury to or death of any person, or damage to or destruction of any property proximately caused by the negligence of APPLICANT or any person for whom APPLICANT is legally responsible during the performance of services relative to this Agreement.

INDEPENDENT CONTRACTOR:

APPLICANT is an independent contractor and shall undertake performance of the services relative to this Agreement as an independent contractor. APPLICANT shall be wholly responsible for the methods, means, and techniques of performance. DISTRICT shall have no rights to supervise methods and techniques of performance employed by APPLICANT, but DISTRICT shall have the right to observe such performance.

COMPLIANCE WITH LAWS:

In performing services relative to this Agreement, APPLICANT shall comply with all applicable regulatory requirements including federal, state, and local laws, rules, regulations, orders, codes, criteria, and standards. APPLICANT shall be responsible for procuring all permits, certificates, and licenses necessary to allow APPLICANT to undertake activities and construction relative to this Agreement.

FINAL SEQUENCE FOR ACCEPTANCE OF PROJECTS

In order for DISTRICT to accept the utility extension as part of DISTRICT'S assets, APPLICANT must complete the following:

(1) APPLICANT'S Contractor completes all utility work and makes an appointment for final inspection.

(2) DISTRICT'S Inspector inspects, re-inspects "punch list" items, and signs off as "complete", provided there are no deficiencies.

(3) All applicable requirements of this Agreement have been satisfied, including but not limited to, the Operation and Maintenance Manual approved and recordable, outstanding fees paid, easements verified & recordable, Bills of Sale for transfer of facilities to be owned by DISTRICT, Maintenance Bonds, if greater than original Performance Bonds, Certification of Construction Cost, and final as-builts hard copies, CAD and shapefiles received.

NOTICE:

Any formal notice, demand, or request required by or made in connection with this Agreement shall be deemed properly made if delivered in writing or deposited in the United States mail, postage prepaid, to the address specified below.

APPLICANT: Name: Susan Tart Property, LLC
Attention: Zachary Angle, Manager
Address: 126 N. Ennis Street
City, State, Zip: Fuquay-Varina, NC 27526

DISTRICT: Name: County of Cumberland
Attention: NORCRESS Water and Sewer District
Address: P.O. Box 1829
Fayetteville, NC 28302

Nothing contained in this Article shall be construed to restrict the transmission of routine communication between representatives of APPLICANT and DISTRICT.

GOVERNING LAW:

This Agreement shall be governed by the laws of the State of North Carolina.

BREACH:

APPLICANT'S failure to observe or perform any of the terms, warranties, conditions, requirements, or provisions of this Agreement shall constitute a breach of this Agreement by APPLICANT. In the event of a breach of this Agreement by APPLICANT, DISTRICT, due to such breach, shall have the right to terminate this Agreement upon which DISTRICT shall have no further obligation to perform under this Agreement and APPLICANT shall have no right to perform any further work under this Agreement.

In the event of breach of this Agreement by APPLICANT and termination of this Agreement by DISTRICT, APPLICANT hereby shall reimburse DISTRICT for all expenditures made in relation to, and in furtherance of, this Agreement.

NONWAIVER OF BREACH:

No breach or non-performance of any term of this Agreement shall be deemed to be waived by either party unless said breach or non-performance is waived in writing and signed by the parties. No waiver of any breach or non-performance under this Agreement shall be deemed to constitute a waiver of any subsequent breach or non-performance and, for any such breach or non-performance, each party shall be relegated to such remedies as provided by law.

SEVERABILITY:

The invalidity, illegality, or unenforceability of any portion or provision of this Agreement shall in no way affect the validity, legality, and/or enforceability of any other portion or provision of this Agreement. If any provision of this Agreement is held invalid, illegal, or unenforceable by a court of law with jurisdiction , then such provision shall be modified to the mutual satisfaction and agreement of the parties to reflect the parties' intent. In the event the parties cannot reach an agreement as to a modification of said provision, any invalid, illegal, or unenforceable provision of this Agreement shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced the same as if the Agreement had not contained any portion or provision which was invalid, illegal, or unenforceable.

ASSIGNMENT:

APPLICANT shall not assign, sublet, subcontract or transfer any rights under or interest in this Agreement without the written consent of DISTRICT.

BENEFITS LIMITED TO PARTIES:

Nothing herein shall be construed to give any right or benefits hereunder to any third parties other than DISTRICT and APPLICANT.

IN WITNESS WHEREOF, the parties hereto through their duly authorized officers has executed this instrument as to the date and year first above written.

Susan Tart Property, LLC

BY: _____
Zachary Angle, Manager

WITNESS:

_____
Name, Title

NORCRESS Water & Sewer District

BY: _____
Glenn Adams, Chairman

WITNESS:

_____
Andrea Tebbe, Clerk to the Board

Approved for Legal Sufficiency
NORCRESS Water & Sewer District

_____
Rickey L. Moorefield, County Attorney
Attorney for NORCRESS Water and Sewer District

EXHIBIT "I"

PROJECT SUMMARY

Project Name: Godwin Subdivision

Engineer: Donald Curry, PE

Project Location: 0 Washburn Rd., Godwin, NC

Developer: Susan Tart Property, LLC

Parcel Number: 0593-65-7760

Asset Summary

31.69 acres, see subdivision plan on Exhibit III

Project Highlights

Project description/location goes here.

116-lot single family home subdivision in Godwin, NC; bounded by McLean Street, Julian Street and Dunn Road.

EXHIBIT "II"

STATEMENT OF TOTAL PROJECT COST

Developer/Applicant Susan Tart Property, LLC

Contractor TBD

Project Name/Loc Godwin Subdivision/Godwin, NC

Pipe Supplier TBD

Completion Date July 2027

Engineer Don Curry, PE

WATER

_____	feet of	_____	inch water main	
_____	feet of	_____	inch water main	
_____	feet of	_____	inch water main	
_____	-	_____	inch domestic water lateral(s)	
			Total water distribution*	$ _____
Mains greater than 12"				
_____	feet of	_____	inch water main	
_____	feet of	_____	inch water main	
			Total water transmission *	$ _____

SEWER

4854	feet of	8"	inch sewer mains	
_____	feet of	_____	inch sewer mains	
_____	-	_____	inch sewer laterals	
			Total sanitary sewer collection*	$ $174,744.00
Mains greater than 12"				
_____	feet of	_____	inch sewer main	
_____	feet of	_____	inch sewer main	
			Total sanitary sewer outfalls & interceptors*	$ _____
1687	feet of	4"	**inch sewer force mains**	$ $42,175.00
	-	1	**lift station (s)**	$ $600,000.00

OFF-Site

_____	feet of	_____	inch water mains*	$ _____
_____	feet of	_____	inch sewer mains*	$ _____

*Value to include equipment, labor & materials (valves, fittings, fire mains & hydrants, manholes, etc.)

Other Project Costs:

	Engineering	$5,000.00
[ ]	* Percentage of Project Cost	
	Other (list detail)	_____
	Total project cost	$ $821,919.00

Comments: Supplied project costs are for installation of gravity feed and force main sewer lines.

I certify to my actual knowledge that the information provided herein is true and accurate cost for the project named above.

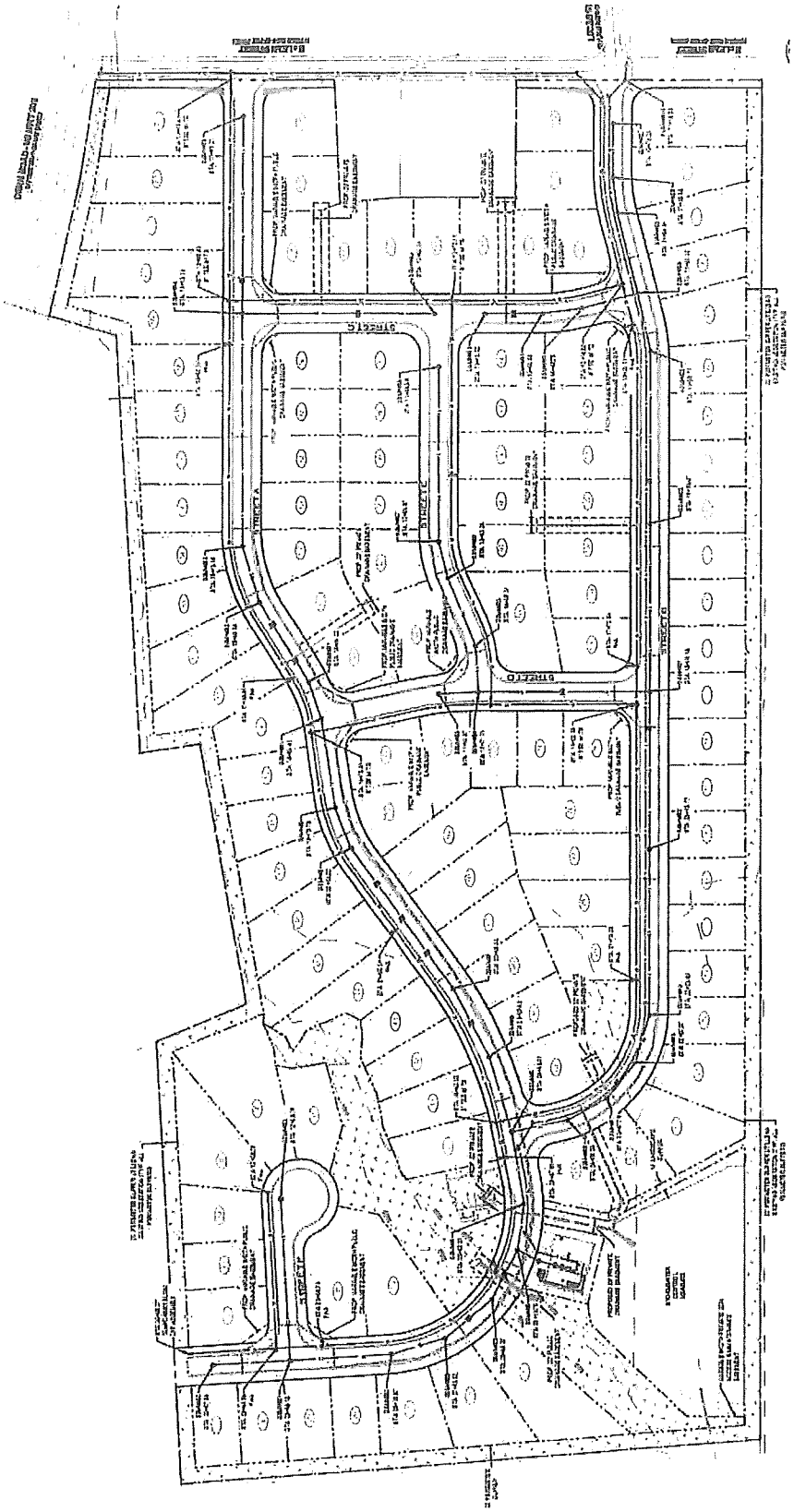
Signature* Donald R. Curry 4/15/2024 Date

** Signature of Legal Authorized Representative of the "Applicant" as identified in the Agreement with District*

Attach all supporting documents such as final contractor's invoice, material invoices/receipts, engineer's invoice(s), if available.

EXHIBIT "III"

WATER AND SEWER UTILITY EXTENSION MAP



DWR
Division of Water Resources

State of North Carolina
Department of Environmental Quality
Division of Water Resources

FAST TRACK SEWER SYSTEM EXTENSION APPLICATION
INSTRUCTIONS FOR FORM: FTA 10-23 & SUPPORTING DOCUMENTATION

This application is for sewer extensions involving gravity sewers, pump stations and force mains, or any combination that has been certified by a professional engineer and the applicant that the project meets the requirements of 15A NCAC 02T and the Division's Minimum Design Criteria (Gravity Sewer & Pump Stations/Force Mains) and that **plans, specifications and supporting documents have been prepared in accordance with 15A NCAC 02T, 15A NCAC 02T .0300, Division policies, and good engineering practices.**

While no upfront engineering design documents are required for submittal, in accordance with 15A NCAC 02T .0305(b), design documents must be prepared prior to submittal of a fast track permit application to the Division. This would include plans, design calculations, and project specifications referenced in 15A NCAC 02T .0305 and the applicable minimum design criteria. **These documents shall be immediately available upon request by the Division.**

Projects that are deemed permitted (do not require a permit from the Division) are explained in 15A NCAC 02T.0303.

Projects not eligible for review via the fast track process (must be submitted for full technical review):

- Projects that do not meet any part of the minimum design criteria (MDC) documents;
- Projects that involve more than one variance from the requirements of 15A NCAC 02T;
- Pressure sewer systems utilizing simplex septic tank-effluent pumps (STEPs) or simplex grinder pumps;
- Simplex STEP or simplex grinder pumps connecting to pressurized systems (e.g. force mains);
- Vacuum sewer systems.

General – When submitting an application, please use the following instructions as a checklist in order to ensure all required items are submitted. Adherence to these instructions and checking the provided boxes will help produce a quicker review time and reduce the amount of requested additional information. **Failure to submit all required items will necessitate additional processing and review time, and may result in return of the application**. Unless otherwise noted, the Applicant shall submit one original and one copy of the application and supporting documentation.

A. One Original and One Copy (second copy may be digital) of Application and Supporting Documents

- ☒ Required unless otherwise noted. Signatures on original must be "wet ink" or secure digital signatures. Please do not submit engineering design plans with the application unless specifically requested.

B. Cover Letter/Narrative Description (Required for All Application Packages):

- ☒ List all items included in the application package, as well as a brief description of the requested permitting action.
- ➢ Be specific as to the system type, number of homes served, flow allocation required, etc.
- ➢ Include the permit number/status of any other required sewer permits (downstream/upstream)
- ➢ If necessary for clarity, include attachments to the application form.

C. Application Fee (All New and Modification Application Packages):

- ☒ Submit a check or money order in the amount of **$600.00**, dated no more than 90 days prior to application submittal.
- ➢ Payable to North Carolina Department of Environmental Quality (NCDEQ)

D. Fast Track Application (Required for All Application Packages, Form FTA 10-23):

- ☒ Submit the completed and appropriately executed application.
- ➢ If necessary for clarity or due to space restrictions, attachments to the application may be made.
- ☐ If the Applicant Type in Item I.2 is a corporation or company, provide documentation it is registered for business with the North Carolina Secretary of State.
- ☐ If the Applicant Type in Item I.2 is a partnership or d/b/a, enclose a copy of the certificate filed with the Register of Deeds in the county of business.
- ☒ The Project Name in Item II.1 shall be consistent with the project name on the flow acceptance letters, agreements, etc.
- ☒ The Professional Engineer's Certification on Page 5 of the application shall be signed, sealed and dated by a North Carolina licensed Professional Engineer.
- ☒ The Applicant's Certification on Page 5 of the application shall be signed in accordance with 15A NCAC 02T .0106(b). Per 15A NCAC 02T .0106(c), an alternate person may be designated as the signing official if a delegation letter is provided from a person who meets the criteria in 15A NCAC 02T .0106(b).

E. Flow Tracking/Acceptance Form (Form: FTSE 10-23) (If Applicable):

☒ Submit the completed and executed FTSE form from the owners of the downstream sewers and treatment facility.

- Multiple forms maybe required where the downstream sewer owner and wastewater treatment facility are different.
- The flow acceptance indicated in form FTSE must not expire prior to permit issuance and must be dated less than one year prior to the application date.
- Submittal of this application and form FTSE indicates that owner has adequate capacity and will not violate G.S. 143-215.67(a).
- Intergovernmental agreements or other contracts will not be accepted in lieu of a project-specific FTSE.

F. Site Maps (All Application Packages):

☒ Submit an 8.5-inch x 11-inch color copy of a USGS Topographic Map of sufficient scale to identify the entire project area, including the closest surface waters.

- General location of the project components (gravity sewer, pump stations, & force main)
- Downstream connection points and permit number (if known) for the receiving sewer

☒ Include an aerial location map showing general project area (such as street names or latitude/longitude) so that Division staff can easily locate it in the field.

G. Existing Permit (Application Packages for Modifications to an Existing Permit):

☐ Submit a copy of the most recently issued existing permit.

☐ **Include a descriptive and clear narrative identifying the previously permitted items to remain in the permit, items to be added, and/or items to be modified** (the application form itself should include only include items to be added/modified). The narrative should also include whether any previously permitted items have been certified.

☐ **The narrative should clearly identify the requested permitting action and accurately describe the sewers to be listed in the final permit.**

H. Power Reliability Plan (Required if portable reliability option utilized for Pump Station):

☐ Per 15A NCAC 02T .0305(h)(1), submit documentation of power reliability for pumping stations.

- This alternative is only available for average daily flows less than 15,000 gallons per day
- It shall be demonstrated to the Division that the portable source is owned or contracted by the applicant and is compatible with the station. The Division will accept a letter signed by the applicant (see 15A NCAC 02T .0106(b)) or proposed contractor, stating that "the portable power generation unit or portable, independently-powered pumping units, associated appurtenances and personnel are available for distribution and operation of this pump station."
- **If the portable power source or pump is dedicated to multiple pump stations, an evaluation of all the pump stations' storage capacities and the rotation schedule of the portable power source or pump, including travel timeframes, shall be provided in the case of a multiple station power outage. (Required at time of certification)**

I. Certificate of Public Convenience and Necessity (All Application Packages for Privately-Owned Public Utilities):

☐ Per 15A NCAC 02T .0115(a)(1) provide the Certificate of Public Convenience and Necessity from the North Carolina Utilities Commission demonstrating the Applicant is authorized to hold the utility franchise for the area to be served by the sewer extension, or

☐ Provide a letter from the North Carolina Utilities Commission's Water and Sewer Division Public Staff stating an application for a franchise has been received and that the service area is contiguous to an existing franchised area or that franchise approval is expected.

J. Operational Agreements (Applications from HOA/POA and Developers for lots to be sold):

☐ Home/Property Owners' Associations

- ☐ Per 15A NCAC 02T .0115(c), submit the properly executed Operational Agreement (FORM: HOA).
- ☐ Per 15A NCAC 02T .0115(c), submit a copy of the Articles of Incorporation, Declarations and By-laws.

☐ Developers of lots to be sold

- ☐ Per 15A NCAC 02T .0115(b), submit the properly executed Operational Agreement (FORM: DEV).

For more information, visit the Division's collection systems website

THE COMPLETED APPLICATION PACKAGE INCLDING ALL SUPPORTING INFORMATION AND MATERIALS, SHOULD BE SENT TO THE APPROPRIATE REGIONAL OFFICE:

REGIONAL OFFICE	ADDRESS	COUNTIES SERVED
Asheville Regional Office Water Quality Section	2090 US Highway 70 Swannanoa, North Carolina 28778-8211 (828) 296-4500 (828) 299-7043 Fax	Avery, Buncombe, Burke, Caldwell, Cherokee, Clay, Graham, Haywood, Henderson, Jackson, Macon, Madison, McDowell, Mitchell, Polk, Rutherford, Swain, Transylvania, Yancey
Fayetteville Regional Office Water Quality Section	225 Green Street Suite 714 Fayetteville, North Carolina 28301-5095 (910) 433-3300 (910) 486-0707 Fax	Anson, Bladen, Cumberland, Harnett, Hoke, Montgomery, Moore, Robeson, Richmond, Sampson, Scotland
Mooresville Regional Office Water Quality Section	610 E. Center Avenue Mooresville, North Carolina 28115 (704) 663-1699 (704) 663-6040 Fax	Alexander, Cabarrus, Catawba, Cleveland, Gaston, Iredell, Lincoln, Mecklenburg, Rowan, Stanly, Union
Raleigh Regional Office Water Quality Section	3800 Barrett Drive Raleigh, North Carolina 27609 (919) 791-4200 (919) 571-4718 Fax	Chatham, Durham, Edgecombe, Franklin, Granville, Halifax, Johnston, Lee, Nash, Northampton, Orange, Person, Vance, Wake, Warren, Wilson
Washington Regional Office Water Quality Section	943 Washington Square Mall Washington, North Carolina 27889 (252) 946-6481 (252) 975-3716 Fax	Beaufort, Bertie, Camden, Chowan, Craven, Currituck, Dare, Gates, Greene, Hertford, Hyde, Jones, Lenoir, Martin, Pamlico, Pasquotank, Perquimans, Pitt, Tyrrell, Washington, Wayne
Wilmington Regional Office Water Quality Section	127 Cardinal Drive Extension Wilmington, North Carolina 28405 (910) 796-7215 (910) 350-2004 Fax	Brunswick, Carteret, Columbus, Duplin, New Hanover, Onslow, Pender
Winston-Salem Regional Office Water Quality Section	450 W. Hanes Mill Road Suite 300 Winston-Salem, North Carolina 27105 (336) 776-9800 (336) 776-9797 Fax	Alamance, Alleghany, Ashe, Caswell, Davidson, Davie, Forsyth, Guilford, Rockingham, Randolph, Stokes, Surry, Watauga, Wilkes, Yadkin

DWR
Division of Water Resources

State of North Carolina
Department of Environmental Quality
Division of Water Resources

FAST TRACK SEWER SYSTEM EXTENSION APPLICATION
FTA 10-23 & SUPPORTING DOCUMENTATION

Application Number: _____ (to be completed by DWR)

All items must be completed or the application will be returned

I. APPLICANT INFORMATION:

1. Applicant's name: Norcress Water and Sewer District (company, municipality, HOA, utility, etc.)
2. Applicant type: ☐ Individual ☐ Corporation ☐ General Partnership ☐ Privately-Owned Public Utility ☐ Federal ☒ State/County ☐ Municipal ☐ Other
3. Signature authority's name: Glenn Adams per 15A NCAC 02T .0106(b)
   Title: Chairman
4. Applicant's mailing address: 130 Gillespie Street, Suite 214
   City: Fayetteville State: NC Zip: 28301-____
5. Applicant's contact information:
   Phone number: (910) 678-7637 Email Address: ahall@cumberlandcountync.gov

II. PROJECT INFORMATION:

1. Project name: Godwin Subdivision
2. Application/Project status: ☒ Proposed (New Permit) ☐ Existing Permit/Project
   If a modification, provide the existing permit number: WQ00_____ and issued date: _____,
   For modifications, also attach a detailed narrative description as described in Item G of the checklist.
   If new construction, but part of a master plan, provide the existing permit number: WQ00_____
3. County where project is located: Cumberland
4. Approximate Coordinates (Decimal Degrees): Latitude: 35.219073° Longitude: -78.677011°
5. Parcel ID (if applicable): 0593-65-7760 (or Parcel ID to closest downstream sewer)

III. CONSULTANT INFORMATION:

1. Professional Engineer: Donald L. Curry, PE License Number: 026970
   Firm: The Curry Engineering Group, PLLC
   Mailing address: 205 S. Fuquay Ave.
   City: Fuquay-Varina State: NC Zip: 27526-____
   Phone number: (919) 552-0849 Email Address: don@curryeng.com

IV. WASTEWATER TREATMENT FACILITY (WWTF) INFORMATION:

1. Facility Name: Cross Creek WWTF Permit Number: Permit NC 0023957
   Owner Name: Fayetteville PWC

V. RECEIVING DOWNSTREAM SEWER INFORMATION:

1. Permit Number(s): WQ_____
2. Downstream (Receiving) Sewer Information: 10 inch ☒ Gravity ☐ Force Main
3. System Wide Collection System Permit Number(s) (if applicable): WQCS00353
   Owner Name(s): NORCRESS Water and Sewer District

VI. GENERAL REQUIREMENTS

1. If the Applicant is a Privately-Owned Public Utility, has a Certificate of Public Convenience and Necessity been attached?

   ☐ Yes ☐ No ☒ N/A

2. If the Applicant is a Developer of lots to be sold, has a Developer's Operational Agreement (FORM: DEV) been attached?

   ☐ Yes ☐ No ☒ N/A

3. If the Applicant is a Home/Property Owners' Association, has an HOA/POA Operational Agreement (FORM: HOA) and supplementary documentation as required by 15A NCAC 02T.0115(c) been attached?

   ☐ Yes ☐ No ☒ N/A

4. Origin of wastewater: (check all that apply):

☒ Residential (Individually Owned)	☐ Retail (stores, centers, malls)	☐ Car Wash
☐ Residential (Leased)	☐ Retail with food preparation/service	☐ Hotel and/or Motels
☐ School / preschool / day care	☐ Medical / dental / veterinary facilities	☐ Swimming Pool/Clubhouse
☐ Food and drink facilities	☐ Church	☐ Swimming Pool/Filter Backwash
☐ Businesses / offices / factories	☐ Nursing Home	☐ Other (Explain in Attachment)

5. Nature of wastewater : 100 % Domestic _____% Commercial _____ % Industrial (See 15A NCAC 02T .0103(20))
   If Industrial, is there a Pretreatment Program in effect? ☐ Yes ☐ No

6. Has a flow reduction been approved under 15A NCAC 02T .0114(f)? ☐ Yes ☒ No
   - **If yes, provide a copy of flow reduction approval letter with this application**

7. Summarize wastewater generated by project:

Establishment Type (see 02T.0114(f))	Daily Design Flow [a,b]	No. of Units	Flow
Single Family Residential Dwelling Units	225 gal/3 bedroom home	116	26,100 GPD
	gal/		GPD
	gal/		GPD
	gal/		GPD
	gal/		GPD
	gal/		GPD
		Total	26,100 GPD

   a See 15A NCAC 02T .0114(b), (d), (e)(1) and (e)(2) for caveats to wastewater design flow rates (i.e. proposed unknown non-residential development uses; public access facilities located near high public use areas; and residential property located south or east of the Atlantic Intracoastal Waterway to be used as vacation rentals as defined in G.S. 42A-4).

   b Per 15A NCAC 02T .0114(c), design flow rates for establishments not identified [in table 15A NCAC 02T.0114] shall be determined using available flow data, water using fixtures, occupancy or operation patterns, and other measured data.

8. Wastewater generated by project: 26,100 GPD (per 15A NCAC 02T .0114 and G.S. 143-215.1)
   - Do not include future flows or previously permitted allocations

   If permitted flow is zero, please indicate why:

   ☐ Pump Station/Force Main or Gravity Sewer where flow will be permitted in subsequent permits that connect to this line. Please provide supplementary information indicating the approximate timeframe for permitting upstream sewers with flow.

   ☐ Flow has already been allocated in Permit Number: _____ Issuance Date: _____

   ☐ Rehabilitation or replacement of existing sewers with no new flow expected

   ☐ Other (Explain): _____

VII. GRAVITY SEWER DESIGN CRITERIA (If Applicable) - 02T .0305 & MDC (Gravity Sewers):

1. Summarize gravity sewer to be permitted:

Size (inches)	Length (feet)	Material
8"	4854	PVC

- Section II & III of the MDC for Permitting of Gravity Sewers contains information related to design criteria
- Section III contains information related to minimum slopes for gravity sewer(s)
- **Oversizing lines to meet minimum slope requirements is not allowed and a violation of the MDC**

VIII. PUMP STATION DESIGN CRITERIA (If Applicable) – 02T .0305 & MDC (Pump Stations/Force Mains):

PROVIDE A SEPARATE COPY OF THIS PAGE FOR EACH PUMP STATION INCLUDED IN THIS PROJECT

1. Pump station number or name: 1
2. Approximate Coordinates (Decimal Degrees): Latitude: 35.223454° Longitude: -78.675302°
3. Total number of pumps at the pump station: 2
3. Design flow of the pump station: .1044 millions gallons per day (firm capacity)
   - This should reflect the total GPM for the pump station with the largest pump out of service.
4. Operational point(s) per pump(s): 100 gallons per minute (GPM) at 38 feet total dynamic head (TDH)
5. Summarize the force main to be permitted (for this Pump Station):

Size (inches)	Length (feet)	Material
4"	1687	C900 PVC

If any portion of the force main is less than 4-inches in diameter, please identify the method of solids reduction per MDCPSFM Section 2.01C.1.b. ☒ Grinder Pump ☐ Mechanical Bar Screen ☐ Other (please specify) _____

6. Power reliability in accordance with 15A NCAC 02T .0305(h)(1):

☒ Standby power source or ☐ Standby pump

- Must have automatic activation and telemetry - 15A NCAC 02T.0305(h)(1)(B):
- Required for all pump stations with an average daily flow greater than or equal to 15,000 gallons per day
- **Must be permanent to facility** and may not be portable

Or if the pump station has an average daily flow less than 15,000 gallons per day 15A NCAC02T.0305(h)(1)(C):

☐ Portable power source with manual activation, quick-connection receptacle and telemetry -

or

☐ Portable pumping unit with plugged emergency pump connection and telemetry:

- Include documentation that the portable source is owned or contracted by the applicant and is compatible with the station.
- If the portable power source or pump is dedicated to multiple pump stations, an evaluation of all the pump stations' storage capacities and the rotation schedule of the portable power source or pump, including travel timeframes, shall be provided as part of this permit application in the case of a multiple station power outage.

IX. SETBACKS & SEPARATIONS – (02B .0200 & 15A NCAC 02T .0305(f)):

1. Does the project comply with all separations/alternatives found in 15A NCAC 02T .0305(f) & (g)? ☒ Yes ☐ No

15A NCAC 02T.0305(f) contains minimum separations that shall be provided for sewer systems:

Setback Parameter*	Separation Required
Storm sewers and other utilities not listed below (vertical)	18 inches
[2]Water mains (vertical - water over sewer preferred, including in benched trenches)	18 inches
[2]Water mains (horizontal)	10 feet
Reclaimed water lines (vertical - reclaimed over sewer)	18 inches
Reclaimed water lines (horizontal - reclaimed over sewer)	2 feet
**Any private or public water supply source, including any wells, WS-I waters of Class I or Class II impounded reservoirs used as a source of drinking water, and associated wetlands.	100 feet
**Waters classified WS (except WS-I or WS-V), B, SA, ORW, HQW, or SB from normal high water (or tide elevation) and wetlands associated with these waters (see item IX.2)	50 feet
**Any other stream, lake, impoundment, or ground water lowering and surface drainage ditches, as well as wetlands associated with these waters or classified as WL.	10 feet
Any building foundation (horizontal)	5 feet
Any basement (horizontal)	10 feet
Top slope of embankment or cuts of 2 feet or more vertical height	10 feet
Drainage systems and interceptor drains	5 feet
Any swimming pools	10 feet
Final earth grade (vertical)	36 inches

➢ If noncompliance with 02T.0305(f) or (g), see Section X.1 of this application

*15A NCAC 02T.0305(g) contains alternatives where separations in 02T.0305(f) cannot be achieved. Please check "yes" above if these alternatives are used and provide narrative information to explain.

**Stream classifications can be identified using the Division's NC Surface Water Classifications webpage

2. Does this project comply with the minimum separation requirements for water mains? ☒ Yes ☐ No ☐ N/A
   ➢ If no, please refer to 15A NCAC 18C.0906(f) for documentation requirements and submit a separate document, signed/sealed by an NC licensed PE, verifying the criteria outlined in that Rule.

3. Does the project comply with separation requirements for wetlands? ☒ Yes ☐ No ☐ N/A
   ➢ Please provide supplementary information identifying the areas of non-conformance.
   ➢ See the Division's draft separation requirements for situations where separation cannot be met.
   ➢ No variance is required if the alternative design criteria specified is utilized in design and construction.

4. Is the project located in a river basin subject to any State buffer rules? ☐ Yes Basin name: _____ ☒ No
   If yes, does the project comply with setbacks found in the river basin rules per 15A NCAC 02B .0200? ☐ Yes ☐ No
   ➢ This includes Trout Buffered Streams per 15A NCAC 2B.0202

5. Does the project require coverage/authorization under a 404 Nationwide/individual permits or 401 Water Quality Certifications? ☒ Yes ☐ No
   ➢ Please provide the permit number/permitting status in the cover letter if coverage/authorization is required.

6. Does project comply with 15A NCAC 02T.0105(c)(6) (additional permits/certifications)? ☐ Yes ☒ No
   Per 15A NCAC 02T.0105(c)(6), directly related environmental permits or certification applications must be being prepared, have been applied for, or have been obtained. Issuance of this permit is contingent on issuance of dependent permits (erosion and sedimentation control plans, stormwater management plans, etc.).

7. Does this project include any sewer collection lines that are deemed "high-priority?" ☐ Yes ☒ No
   Per 15A NCAC 02T.0402, "high-priority sewer" means any aerial sewer, sewer contacting surface waters, siphon, or sewers positioned parallel to streambanks that are subject to erosion that undermines or deteriorates the sewer. **Siphons and sewers suspended through interference/conflict boxes require a variance approval.**

   ➢ If yes, include an attachment with details for each line, including type (aerial line, size, material, and location).

   High priority lines shall be inspected by the permittee or its representative at least once every six-months and inspections documented per 15A NCAC 02T.0403(a)(5) or the permittee's individual System-Wide Collection permit.

X. CERTIFICATIONS:

1. Does the submitted system comply with 15A NCAC 02T, the Minimum Design Criteria for the Permitting of Pump Stations and Force Mains (latest version), and the Gravity Sewer Minimum Design Criteria (latest version) as applicable?

   ☒ Yes ☐ No

   If no, for projects requiring a single variance, complete and submit the Variance/Alternative Design Request application (VADC 10-14) and supporting documents for review to the Central Office. **Approval of the request will be issued concurrently with the approval of the permit, and projects requiring a variance approval may be subject to longer review times. For projects requiring two or more variances or where the variance is determined by the Division to be a significant portion of the project, the full technical review is required.**

2. Professional Engineer's Certification:

   I, DONALD L. CURRY, PE, attest that this application for GODWIN SUBDIVISION
   (Professional Engineer's name from Application Item III.1.) (Project Name from Application Item II.1)

   has been reviewed by me and is accurate, complete and consistent with the information supplied in the plans, specifications, engineering calculations, and all other supporting documentation to the best of my knowledge. I further attest that to the best of my knowledge the proposed design has been prepared in accordance with the applicable regulations, Minimum Design Criteria for Gravity Sewers (latest version), and the Minimum Design Criteria for the Fast-Track Permitting of Pump Stations and Force Mains (latest version). Although other professionals may have developed certain portions of this submittal package, inclusion of these materials under my signature and seal signifies that I have reviewed this material and have judged it to be consistent with the proposed design.

   NOTE – In accordance with General Statutes 143-215.6A and 143-215.6B, any person who knowingly makes any false statement, representation, or certification in any application package shall be guilty of a Class 2 misdemeanor, which may include a fine not to exceed $10,000, as well as civil penalties up to $25,000 per violation. Misrepresentation of the application information, including failure to disclose any design non-compliance with the applicable Rules and design criteria, may subject the North Carolina-licensed Professional Engineer to referral to the licensing board. (21 NCAC 56.0701)

   North Carolina Professional Engineer's seal, signature, and date:

3. Applicant's Certification per 15A NCAC 02T .0106(b):

   I, Glenn Adams, attest that this application for Godwin Subdivision
   (Signature Authority Name from Application Item I.3.) (Project Name from Application Item II.1)

   attest that this application has been reviewed by me and is accurate and complete to the best of my knowledge. I understand that if all required parts of this application are not completed and that if all required supporting documentation and attachments are not included, this application package is subject to being returned as incomplete. I understand that any discharge of wastewater from this non-discharge system to surface waters or the land will result in an immediate enforcement action that may include civil penalties, injunctive relief, and/or criminal prosecution. I will make no claim against the Division of Water Resources should a condition of this permit be violated. I also understand that if all required parts of this application package are not completed and that if all required supporting information and attachments are not included, this application package will be returned to me as incomplete.

   NOTE – In accordance with General Statutes 143-215.6A and 143-215.6B, any person who knowingly makes any false statement, representation, or certification in any application package shall be guilty of a Class 2 misdemeanor, which may include a fine not to exceed $10,000 as well as civil penalties up to $25,000 per violation.

   Signature: _____ Date: Nov 22, 2024

RONNA ROWE GARRETT, COMMISSIONER
DONALD L. PORTER, COMMISSIONER
CHRISTOPHER G. DAVIS, COMMISSIONER
RICHARD W. KING, COMMISSIONER
TIMOTHY L. BRYANT, CEO/GENERAL MANAGER

PWC
Fayetteville's
HOMETOWN UTILITY

FAYETTEVILLE PUBLIC WORKS COMMISSION
955 OLD WILMINGTON RD
P.O. BOX 1089
FAYETTEVILLE, NORTH CAROLINA 28302-1089
TELEPHONE (910) 483-1401
WWW.FAYPWC.COM

September 13, 2024

TO WHOM IT MAY CONCERN:

SUBJECT: Flow Acceptance – Godwin Subdivision

This letter is in response to the inquiry regarding the availability of sanitary sewer to serve the proposed Godwin Subdivision project located on the parcel with PIN 0593-65-7760 bordered by Julian Road, McLean Street, and Dunn Road in the Town of Godwin, Cumberland County NC.

NORCRESS Water and Sewer District will be submitting a permit application for a public sewer main extension on this project. The Public Works Commission does have an operation and maintenance (O&M) agreement with NORCRESS Water and Sewer District. Per the conditions of the O&M agreement, the downstream capacity analysis and FTSE form will be completed, as part of the design review, by the PWC Water Resources Engineering department once authorized by NORCRESS.

The sewage and wastewater collected by this system shall be treated in the Fayetteville Public Works Commission Cross Creek Wastewater Treatment Facility (NPDES Permit No. NC0023957) prior to being discharged into the receiving stream. The projected flow for this development is 26,100 gallons per day. The Cross Creek Wastewater Treatment Facility has the capacity to accept the flow generated by this project. Reservation of the capacity for this project will be made upon execution of the FTSE form by PWC as required by NCDEQ for permitting of this sewer main extension.

If you have any questions concerning this letter, please call me at (910) 223-4736.

Very truly yours,
FAYETTEVILLE PUBLIC WORKS COMMISSION

Misty M. Manning, P.E.
Deputy Water Resources Officer

cc: Project File
Amy Hall, Cumberland County

CUMBERLAND COUNTY
NORTH CAROLINA

SOLID WASTE MANAGEMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF AUGUST 25, 2025

TO: **BOARD OF COUNTY COMMISSIONERS**

FROM: **AMANDA LEE, PE, GENERAL MANAGER FOR NATURAL RESOURCES**

DATE: **8/13/2025**

SUBJECT: **APPROVAL OF ISSUING A FIELD REPORT FOR CROWN COLISEUM DOOR REPLACEMENT**

BACKGROUND

In the original design specifications for the Crown Hospitality and Ballroom renovation project the architect specified the doors at 7 feet tall. The existing doors that have already been removed and disposed of, as well as all other doors at the facility are 7 feet, 10 inches tall. The lobby going into the ballroom has been a grand entrance and should remain as such. The doorways for the ballroom entrances are recessed from the outer ballroom wall, drawing focus and attention. The wall bordering the doors will be accented with paneling further accentuating the entrances. It is the consensus of staff with Oakview Group and the County that the doors remain 7 feet, 10 inches tall. As such, door slabs are being specially milled on an emergent need to keep the project on schedule. The quote from the mill for the door slabs is $42,954.47 (without tax).

CMC Building Inc. provided a Construction Field Report dated 8/1/2025 for the Crown Coliseum Door Issue. The identified discrepancy affects 8 door locations, and it is recommended to revise the renovation design where the existing frame height is to be retained. The estimated total cost for new door size is $50,028.90.

We have informed The Wooten Company (the project architect), and CMC Building Inc. (the contractor), of the issue falling clearly on the architect and contractor side as both parties reviewed plans and shop drawings. A solution from both parties has been requested. The contractor has stated that they are not responsible for payment.

The General Manager for Natural Resources and County Management recommended to proceed with the change order at the cost of ZERO DOLLARS ($0) to the county to maintain schedule. The county attorney has advised the change order must include which party is responsible for the payment and be signed by all three parties.

This item was recommended to the Infrastructure Committee by the Finance Committee at the August 12, 2025, Finance Committee meeting. At the August 12, 2025, meeting, the Infrastructure Committee approved moving this item to the Consent Agenda of the August 25, 2025, Board of Commissioners' meeting.

Since this item was brought forward, The Wooten Company notified county staff on August 14, 2025, that they would neither prepare the change order nor pay for the replacement doors.

RECOMMENDATION / PROPOSED ACTION

The county attorney recommends sending Wooten a letter advising that we are ordering these doors to keep this project going and will consider pursuing a claim against Wooten if warranted. The General Manager for Natural Resources recommends issuance of a Construction Field Report to make this purchase and keep this project going.

ATTACHMENTS:

Description	Type
Construction Field Report	Backup Material



CONSTRUCTION FIELD REPORT
Project Name: Crown Coliseum Hospitality and Lobby Renovation
Location: Fayetteville, NC
Date: August 1, 2025
Report Number: CMC 001
Prepared By: Thomas D'Amico, Project Manager
Company: CMC Building, Inc.

ISSUE IDENTIFIED

During interior walkthrough of the Pre-Function and Hospitality areas, it was observed that existing wood doors throughout the building are **7'-10" (94") in height**, contrary to the **7'-0" (84")** door height shown on renovation drawings issued in CD set dated January 8th, 2024.

The discrepancy affects **8 door locations**, doors 319A, B, C, 320A, B, 321A, 322A and 350A.

IMPACT

- Installing 7'-0" doors as designed would create a mismatch in head height and require additional framing and finish modifications at each opening.
- Visual continuity and existing transom/header conditions would be disrupted.
- Custom frame infill and transition detailing would increase time and cost.

RECOMMENDATION

Revise the renovation design to specify **7'-10" wood doors** at all locations where existing frame height is to be retained.

- New doors shall match existing size and finish where possible.
- Adjust door schedule and elevation sheets accordingly via redline drawings.

- Coordinate with door supplier to confirm availability of 7'-10" doors within project lead times.
- Contractor to provide updated submittals reflecting change for architect's review.

FOLLOW-UP ACTIONS

- Architect to issue an A.S.I. to document door height revision.
- Contractor to verify all rough opening dimensions before door fabrication.
- Owner to approve final door material and finish sample if different from original spec.

Drawing Reference: Sheet A103, Door Schedule

Submitted by:
Thomas D'Amico, PM
Signature: *Thomas D'Amico*
Date: August 1, 2025

The total cost change for the new door size is $50,028.90 Break down below;

7'10" wood doors - $45,853.90
7'10" hollow metal frames (net cost change) $2,000.
Hardware (net cost change) $2,175.

JACOBI HARDWARE SINCE 1856

3814 US Hwy 421 North
Wilmington, NC 28401
Tel: 910-763-3613 Fax: 910-251-8122

Quote

Quote # : **415281**
Quote Date : **Aug 1, 2025**
Expiration Date : **Aug 31, 2025**

Customer:
CMC Building Inc. (Columbus Masonry & Const, Inc)
E-Mail Invoice & Statements, PO Box 100, 5670 Old Lake Road,
Bolton, NC 28423

Ship To:
Columbus Masonry & Const, Inc.
5670 Old Lake Road

Bolton, NC 28423
Attn: Emma Jacobs-Owner
Tel: (910) 655-1490 Fax: (910) 655-9470

Account Code : 1146
Terms : Net30
Customer Job # :
Salesperson : Mike Flynn
Order Name : CROWN COLISEUM HOSPITALITY 7'10" BIRCH DOORS

Purchase Order # :
Shipped Via :

CROWN COLISEUM HOSPITALITY 7'10" BIRCH DOORS
THOMAS D'AMICO

Qty	Product Description
6	30710 WD UL 1 3/4 FLUSH RCNB 45MIN PFCSTM 5 PLY MATCH/EDGE F MC RHR (CVR-UL; HG4; MDB)
6	30710 WD UL 1 3/4 FLUSH RCNB 45MIN PFCSTM 5 PLY MATCH/EDGE F MC LHR (CVR-UL; HG4; MDB)
1	30710 WD UL 1 3/4 FLUSH RCNB 90MIN PFCSTM 5 PLY MATCH/EDGE F MC LHR (CVR-UL; HG4; MDB)
1	30710 WD UL 1 3/4 FLUSH RCNB 90MIN PFCSTM 5 PLY MATCH/EDGE F MC RHR (CVR-UL; HG4; MDB)
1	30710 WD UL 1 3/4 FLUSH RCNB 45MIN PFCSTM 5 PLY MATCH/EDGE F MC (HG4; MDB; RED)

Description **Price**

.

Pre-Tax Total	:	42,954.47
NCST - NC - North Carolina State Tax	:	2,040.34
NCCO1 - NC - COLUMBUS	:	859.09
Quote Total	:	**45,853.90**

CUMBERLAND COUNTY
NORTH CAROLINA

SOLID WASTE MANAGEMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF AUGUST 25, 2025

TO: **BOARD OF COUNTY COMMISSIONERS**

FROM: **AMANDA LEE, PE, GENERAL MANAGER FOR NATURAL RESOURCES**

DATE: **8/14/2025**

SUBJECT: APPROVAL OF CAPITAL IMPROVEMENT PROJECT ASSESSMENT

BACKGROUND

At the June 10, 2025, Board of Commissioners meeting, the Engineering Department was requested to reconcile its budget for Capital Improvement Projects.

It was noted that some projects do not have sufficient funding to move forward.

Over the month of July, Amanda Lee, PE, General Manager for Natural Resources worked with the Engineering Department and other staff to assess the status of budgeted Capital Improvement Projects. During this assessment, projects that were ongoing with expected completion in FY2026 were assessed. Currently, 12 projects are in progress with expected completion in FY2026. There are 2 projects from FY2023, 3 projects from FY2024, 4 from FY2025, and 3 from FY2026.

Projects that are active but delayed were also identified. To assist in this evaluation, projects are categorized as follows: elevator modernization, mechanical improvements, structural/building envelope, renovation, new construction, and electrical.

The first two numbers of the project code denote what year it was originally funded. The projects identified are as follows: 6 projects from FY2024, 10 projects from FY2025 and 6 projects from FY2026, for a total of 22 active but delayed CIP projects from 3 fiscal years.

The proposed approach moving forward is to engage a project professional to perform a detailed scope of work under the Mini-Brooks exemption for architectural and engineering services. The goal is to identify potential issues early in the design process to better define scope, schedule, and budget. The complexity and magnitude of these projects demand an analysis to ensure the best return on investment including project life, efficiencies, and maintenance costs.

A preliminary schedule using this project approach shows estimated completion in the last quarter of FY2027.

At their August 14, 2025, Agenda Session meeting, the Board of Commissioners approved placing this item as an item of Consent on the August 25, 2025, Board of Commissioners' meeting agenda. The Board of Commissioners also requested for staff to come to the September 2025 Infrastructure Committee meeting to present the progress of each project.

RECOMMENDATION / PROPOSED ACTION

The General Manager for Natural Resources and County Management recommend approval of the Capital Improvement Project Assessment, plan for moving forward and schedule.

ATTACHMENTS:

Description	Type
CIP Powerpoint	Backup Material

Cumberland County, NC
Capital Investment Plan

CUMBERLAND COUNTY
NORTH CAROLINA

Elevator Modernization

		Elevator Modernization	Budgeted Amount	FY25 Revised Budget	Projected Cost	YTD Actual Cost	Amount Reappropriated	FY26 Budget
577020	24104	Historic Courthouse Elevator Modernization	$ 280,000	$ 280,000		$ -	$ 280,000	$ 280,000
577020	25308	Headquarters Library Elevator Modernization	350,000	350,000		-	350,000	350,000
577020	24109	Detention Center Elevator Modernization	560,000	560,000		-	560,000	560,000
			$ 1,190,000	$ 1,190,000		$ -	$ 1,190,000	$ 1,190,000

Mechanical Projects

		Mechanical Projects	Budgeted Amount	FY25 Revised Budget	Projected Cost	YTD Actual Cost	Amount Reappropriated	FY26 Budget
577050	24101	JEMBC Cooling Tower Rebuild	$ 140,000	$140,000		$ -	$ 140,000	$ 140,000
577050	25311	Agri-Expo Dedicated Boiler	250,000	250,000	250,000	19,100	230,900	230,900
577050	26301	Detention Center Mixing Valve Replacement	200,000			-		200,000
577050	25300	Detention Center Backside Cooling Towers for Older Section	175,000	175,000		-	175,000	175,000
577050	25303	Bradford Replace Cooling Tower	175,000	175,000		-	175,000	175,000
577050	26306	Cliffdale Branch Boiler Replacement	220,000			-		220,000
			$ 1,160,000	$ 740,000	$ 250,000	$ 19,100	$ 720,900	$ 1,140,900

Structural/Building Envelope Projects

		Structural/Building Envelope Projects	Budgeted Amount	FY25 Revised Budget	Projected Cost	YTD Actual Cost	Amount Reappropriated	FY26 Budget
577025	24102	LEC Parking Deck Repairs	$1,250,000	$1,250,000		$ -	$ 1,250,000	$ 1,250,000
578050	24115	CMF Canopy Enclosure	420,000	420,000		-	420,000	420,000
577050	25305	Building System Review County Facilities	525,000	525,000		-	525,000	525,000
577020	26305	JEMBC 3rd-5th Floor Window Replacement	750,000	-		-		750,000
578110	26304	Hope Mills Library Roof	340,000	-		-		340,000
			$ 3,285,000	$2,195,000	$ -	$ -	$ 2,195,000	$ 3,285,000

Renovation

		Renovation	Budgeted Amount	FY25 Revised Budget	Projected Cost	YTD Actual Cost	Amount Reappropriated	FY26 Budget
577021	24118	JEMBC Interior Painting	$100,000	$ 85,100	$100,000	$ 14,900	$ 85,100	$ 85,100
577021	25317	JEMBC Interior Painting	100,000	100,000	100,000	3,400	96,600	96,600
577020	25310	LEC Bathroom Updates	450,000	450,000	449,999	133,556	316,443	316,443
577021	26308	Courthouse Carpet	100,000	-		-		100,000
			$ 750,000	$ 635,100	$ 649,999	$ 151,856	$ 498,143	$ 598,143

New Construction

		New Construction	Budgeted Amount	FY25 Revised Budget	Projected Cost	YTD Actual Cost	Amount Reappropriated	FY26 Budget
578050	25301	Animal Services Isolation Building	$ 1,100,000	$ 1,100,000	$ 1,099,500	$ 10,481	$ 1,089,019	$ 1,089,019
			$ 1,100,000	$ 1,100,000	$ 1,099,500	$ 10,481	$ 1,089,019	$ 1,089,019

Electrical

		Electrical	Budgeted Amount	FY25 Revised Budget	Projected Cost	YTD Actual Cost	Amount Reappropriated	FY26 Budget
577050	26300	Detention Center Switchgear Upgrade	$ 600,000	$ -		$ -		$ 600,000
			$ 600,000	$ -	$ -	$ -	$ -	$ 600,000

Projects in Progress

	Projects in Progress Expected to be completed in FY26	Budgeted Amount	FY25 Revised Budget	Projected Cost	YTD Actual Cost	Amount Reappropriated	FY26 Budget
23101	Historic Courthouse Switchgear Replacement	$ 350,000	$ 334,919	$ 334,919	$ 95,438	$ 239,481	$ 239,481
23102	County Facility Security System Upgrades	450,000	189,216	189,216	181,316	7,900	7,900
24110	County Facility Security System Upgrades	275,000	273,210	273,209	187,287	85,922	85,922
24100	JEMBC Fire Panel Replacement	500,000	436,850	479,100	51,950	427,150	427,150
26307	Parking Lot Repairs	25,000	-		-		25,000
24105	Bradford Elevator Modernization	560,000	567,005	590,000	51,100	538,900	538,900
25309	LEC Second Floor Ductwork	104,000	106,000		-		
25304	Health UPS Replacement	300,000	300,000		-	300,000	300,000
25306	Health Replace Service Room AC Units	225,000	271,009		-		
25315	Fuller HVAC Replacement	46,000	46,000		-	46,000	46,000
26302	Animal Services Air Handler Replacement	160,000	-		-		160,000
26303	Detention Center Kitchen Air Unit	220,000	-		-		220,000
23100	LEC Switchgear	350,000	337,639	349,545	207,368	142,177	142,177
24108	Agri-Expo Cooperative Extension Roof	350,000	350,000		-	350,000	350,000
25302	Sheriff's Training Center Indoor Firing Range	850,000	850,000		-	850,000	850,000
25312	E Newton Smith Flooring	175,000	175,000	105,737	27,791	77,946	77,946
25313	Historic Courthouse Expansion and Renovation	150,000	150,000	149,999	4,617	145,382	145,382
		$5,090,000	$4,386,848	$2,471,725	$ 806,867	$ 3,210,858	$3,615,858

Summary Totals

Summary of Projects	Budgeted Amount	FY25 Revised Budget	Projected Cost	YTD Actual Cost	Amount Reappropriated	FY26 Budget
Elevator Modernization	$ 1,190,000	$ 1,190,000	$ -	$ -	$ 1,190,000	$ 1,190,000
Mechanical Projects	1,160,000	740,000	250,000	19,100	720,900	1,140,900
Structural/Building Envelope Projects	3,285,000	2,195,000	-	-	2,195,000	3,285,000
Renovation	750,000	635,100	649,999	151,856	498,143	598,143
New Construction	1,100,000	1,100,000	1,099,500	10,481	1,089,019	1,089,019
Electrical	600,000	-	-	-	-	600,000
Summary of Project Total:	$ 8,085,000	$ 5,860,100	$ 1,999,499	$ 181,437	$ 5,693,062	$ 7,903,062
Projects in Progress Total:	$ 5,090,000	$ 4,386,848	$ 2,471,725	$ 806,867	$ 3,210,858	$ 3,615,858
Total of all Projects:	$ 13,175,000	$ 10,246,948	$ 4,471,224	$ 988,304	$ 8,903,920	$ 11,518,920


CUMBERLAND
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INFORMATION SERVICES

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF AUGUST 25, 2025

TO: **BOARD OF COUNTY COMMISSIONERS**

FROM: **DANIEL RISTER, INTERIM INNOVATION & TECHNOLOGY SERVICES DIRECTOR**

DATE: **8/25/2025**

SUBJECT: APPROVAL OF TECHNOLOGY PROJECT CAPACITY ASSESSMENT

BACKGROUND

Daniel Rister, Interim ITS Director, conducted a thorough review of all in-process and budgeted Technology projects. The following factors were considered during this review: system security and reliability, compliance with federal mandates (such as ADA and cybersecurity standards), current project progress, technology end-of-life considerations, and staff capacity.

The goals of this review were to prioritize and schedule projects with these factors in mind, and to establish realistic timelines along with specific, measurable project objectives. In this assessment process, several Technology projects from FY2025 were identified as delayed due to various reasons, including resource constraints, contract challenges, and other organizational priorities.

As a result of this assessment, the Interim ITS Director recommends moving forward with all projects from FY2025 and FY2026, with only minor exceptions as indicated in the attached schedules. Projects were prioritized based on security impact, compliance with federal mandates such as ADA and cybersecurity requirements, and other factors outlined above.

At the August 14, 2025, Board of Commissioners agenda session, this item was approved as an item of consent for the August 25, 2025, Board of Commissioners regular meeting agenda.

RECOMMENDATION / PROPOSED ACTION

Approve the Technology Project Capacity Assessment, to include the proposed FY27 projects.

ATTACHMENTS:

Description	Type
Technology Capacity Assessment	Backup Material

Cumberland County, NC Technology

CUMBERLAND COUNTY
NORTH CAROLINA

2024/2025 Technology Projects

	Technology Projects	Budgeted Amount	FY25 Revised Budget	Projected Cost	YTD Actual Cost	Amount Reappropriated	FY26 Budget
24206	BDA- Project for Health Department	368,500			-	368,500	368,500
	BDA-Project for DSS	545,000			-	-	-
25107	Wayfinding Kiosk	175,000			-	175,000	175,000
	DSS Case Management System (Sailboat) multi-year	500,000			-	-	-
	DSS Transportation	50,000			-	-	-
	CivicPlus (Novus Agenda Replacement)	21,790			21,790	-	-
	NextRequest (Public Records Request)-ITS Operating Budget	18,000			-	-	-
	CobbleStone (Contracts)-ITS	85,000			-		
	Total FY24/25 Technology Projects to move forward	$ 1,763,290	$ -	$ -	$ 21,790	$ 543,500	$ 543,500

2025 Technology Projects
2025 → 2027

Technology Projects	Budgeted Amount	FY25 Revised Budget	Projected Cost	YTD Actual Cost	Amount Reappropriated	FY26 Budget
Time Keeping (TCP)	$ 80,447				$ 80,447	$ 80,447
Public Utilities Billing	63,096				63,096	63,096
Total FY25 Technology Projects to move to FY27	$ 143,543	$ -	$ -	$ -	$ 143,543	$ 143,543

2026 Technology Projects

Technology Projects	Budgeted Amount	FY25 Revised Budget	Projected Cost	YTD Actual Cost	Amount Reappropriated	FY26 Budget
ADA PDF Check Repair	30,500					30,500
Common Look Plug In - Adobe Pro	7,034					7,034
UCCX Upgrade	49,753					49,753
CureMD Enhancements	13,000					13,000
BOE Redistricting Software	4,950					4,950
Library m365 Public Access	8,800					8,800
Nutanix	800,000					800,000
BOE FlashCards for Voting	15,300					15,300
Broadcasting Pix	36,589					36,589
Routers for Library	149,984					149,984
Pneumatic Tube	44,400					44,400
Library AV Project	177,454					177,454
Cradlepoints for AS	86,755					86,755
Interactive Display EOC	11,345					11,345
Firewalls for LEC	55,000					55,000
CCSO-Fingerprint scanner	12,459					12,459
CCSO-Interview Room System Upgrade	26,759					26,759
CCSO-Crimeview Analytics	30,110					30,110
Amplifund	84,643					84,643
Genesis (Courts)	18,500					18,500
Munis SaaS (migration from on-prem) in ITS operational budget						-
Total FY26 Technology Projects to move forward	$ 1,663,335	$ -	$ -	$ -	$ -	$ 1,663,335

Summary Totals

Technology Projects	Budgeted Amount	Revised Budget	Projected Cost	Actual Cost	Amount Reappropriated	FY26 Budget
2024/2025 Projects	$ 1,763,290	$ -	$ -	$ 21,790	$ 543,500	$ 543,500
2025 to 2027 Projects	143,543	-	-	-	143,543	143,543
2026 Projects	1,663,335	-	-	-	-	1,663,335
Total All Projects:	$ 3,570,168	$ -	$ -	$ 21,790	$ 687,043	$ 2,350,378


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CENTRAL MAINTENANCE

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF AUGUST 25, 2025

TO: **BOARD OF COUNTY COMMISSIONERS**

FROM: **JEREMY STEFANKO, INTERNAL SERVICES DIRECTOR**

DATE: **8/25/2025**

SUBJECT: **APPROVAL OF MAINTENANCE & REPAIR PROJECT CAPACITY ASSESSMENT**

BACKGROUND

At the June 10, 2025, Board of Commissioners meeting, a request was made for a Maintenance & Repair Project Capacity Assessment.

During the month of July, Jeremy Stefanko, Internal Services Director, conducted a thorough review of all in process and budgeted Maintenance and Repair Projects. The following factors were considered: safety, federal mandates such as ADA accommodations, current project process, the projects originally budgeted fiscal year, and staff capacity. The goals for the review were to prioritize and schedule projects with these factors into consideration, and set realistic timelines and specific, measurable project goals.

In this assessment process, several M&R projects from FY2024 and FY2025 were identified that were delayed due to various reasons, including: staff capacity and transitions, material supplies, and other priorities.

As a result of this assessment, the Internal Services Director recommends focus and prioritization of projects from FY2024, FY2025, and for FY2026 as indicated in the attached schedules. Projects were prioritized by safety, federal mandates such as ADA, and other factors as described above.

To set realistic, achievable timelines, the following projects, listed below and in the attached FY2027 spreadsheet are recommended to be moved to FY2027. If there is capacity for any of these items to be completed in FY2026, upon completion of all other FY2024, FY2025, and FY2026 projects, this will be brought back to the board for approval.

At the August 14, 2025, Board of Commissioners Agenda Session meeting, the M&R Project Capacity Assessment was recommended to be placed as an item of consent on the August 25, 2025, Board of

Commissioners Regular Meeting Agenda with the inclusion of project 26226: $20,000.00 in funds for the Public Defender's Front Office Renovation in FY2026.

RECOMMENDATION / PROPOSED ACTION

Approve the M&R Project Capacity Assessment and the projects to move to FY2027, with the exception of project 26226: $20,000.00 in funds for the Public Defender's Front Office Renovation, which will stay scheduled in FY2026.

ATTACHMENTS:

Description	Type
M&R Capacity Assessment	Backup Material

Cumberland County, NC Maintenance & Repair

CUMBERLAND COUNTY
NORTH CAROLINA

2024 Maintenance and Repair Projects

		Maintenance & Repair Projects	Budgeted Amount	FY25 Revised Budget	Projected Cost	YTD Actual Cost	Amount Reappropriated	FY26 Budget
577050	24404	East Regional replace obsolete Simplex fire panel	$ 35,000			$ -	$ 12,762	$ 12,762
577050	24405	Spring Lake Family Resource Center replace obsolete Simplex fire panel	35,000			-	14,157	14,157
		Total FY24 M&R Projects to move forward	$ 70,000	$ -	$ -	$ -	$ 26,919	$ 26,919

2025 Maintenance and Repair Projects

		Maintenance & Repair Projects	Budgeted Amount	FY25 Revised Budget	Projected Cost	YTD Actual Cost	Amount Reappropriated	FY26 Budget
533401	25208	Animal Services refurbish metal around barn	9,000			-	9,000	9,000
533401	25212	Public Defenders Office install door lock on front door/front desk activated	15,000			-	15,000	15,000
533404	25201	Community Corrections replace obsolete fire panel	45,000			-	45,000	45,000
533404	25206	JEMBC refurbish crash gates	20,000			-	20,000	20,000
533404	25215	Bacote replace 4 split heating/air systems	70,000			-	70,000	70,000
533404	25216	Bordeaux Library replace 115 ton split heating/air un	45,000			-	45,000	45,000
533404	25219	Detention Center install (2) mini-splits in storage spaces converted to office spaces	22,000			-	22,000	22,000
	25	DSS-install air curtains at north and south entrances	10,000			-		-
	25	DSS-Lighting upgrades	62,500			-		-
		Total FY25 M&R Projects to move forward	$ 298,500	$ -	$ -	$ -	$ 226,000	$ 226,000

2026 Maintenance and Repair Projects

		Maintenance & Repair Projects	Budgeted Amount	FY25 Revised Budget	Projected Cost	YTD Actual Cost	Amount Reappropriated	FY26 Budget
533401	26200	Det Ctr. Install Backflow Bypass	25,000					25,000
533401	26213	Library branches ADA bathroom door operators	48,000					48,000
533401	26214	Bacote house gutters	15,000					15,000
533401	26216	CoC room reconfiguration	30,000					30,000
533401	26218	JEMBC courthouse bench Rm206	8,000					8,000
533401	26220	Courthouse offices: Justice services	14,000					14,000
533401	26221	HM branch activity room flooring	22,000					22,000
533401	26225	PIO workstations	15,000					15,000
533401	26227	CoC E-Court reno (9 rooms)	50,000					50,000
533401	26229	Animal Services dog run shade	15,000					15,000
533401	26204	Detention Center loading dock leveler replacement	45,000					45,000
533404	26205	Health Department security alarm upgrades	25,000					25,000
533404	26206	Bradford camera-back side	5,000					5,000
533404	26207	JEMBC heat pump	75,000					75,000
533404	26208	Detention Center water heating pumps	95,000					95,000
533404	26209	JEMBC install blackflow bypass	25,000					25,000
533404	26217	Community Dev access control for door	7,500					7,500
533404	26222	Tax Admin cameras	7,500					7,500
533404	26223	Detention Center hot water heater	20,000					20,000
533404	26224	ERL replace blackflow preventor	12,500					12,500
533406	26203	Bradford repair concrete steps behind boiler room	10,000					10,000
533401	26212	Emergency Services DOAS dehumidification	50,000					50,000
	26	DSS-Replace condenser pump	60,000					60,000
		Total FY26 M&R Projects to move forward	$ 679,500	$ -	$ -	$ -	$ -	$ 679,500

2026 Maintenance and Repair Projects
2026 → 2027

		Maintenance & Repair Projects	Budgeted Amount	FY25 Revised Budget	Projected Cost	YTD Actual Cost	Amount Reappropriated	FY26 Budget
533401	26215	LEC soundproofing Internal Affairs Office	$ 25,000					$ 25,000
533401	26219	Bacote House driveway gate	80,000					80,000
533401	26226	Public Defender front office reno	20,000					20,000
533401	26228	DA electrical upgrades and work stations	20,000					20,000
533401	26230	EM elevator cell lines in 16 county elevators	80,000					80,000
533401	26231	Group home driveway gate	60,000					60,000
0	26	DSS-Replace domestic water gate valves	25,000					25,000
0	26	DSS-Repair settled pavers and cracked stairs	10,000					10,000
533404	26211	Hope Mill branch dehumidification electric h	40,000					40,000
		Total FY26 M&R Projects to move to FY27	$ 360,000	$ -	$ -	$ -	$ -	$360,000

Summary Totals

Maintenance & Repair Projects	Budgeted Amount	FY25 Revised	Projected Cost	YTD Actual	Amount Reappropriated	FY26 Budget
2024 Maintenance & Repair Projects	70,000	-	-	-	26,919	26,919
2025 Maintenance & Repair Projects	298,500	-	-	-	226,000	226,000
2026 Maintenance & Repair Projects	679,500	-	-	-	-	679,500
2026 to 2027 Maintenance & Repair Projects	360,000	-	-	-	-	360,000
Total:	$ 1,408,000	$ -	$ -	$ -	$ 252,919	$1,292,419


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CENTRAL MAINTENANCE

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF AUGUST 25, 2025

TO: **BOARD OF COUNTY COMMISSIONERS**

FROM: **JEREMY STEFANKO, INTERNAL SERVICES DIRECTOR**

DATE: **8/25/2025**

SUBJECT: APPROVAL OF SURPLUS VEHICLES

BACKGROUND

The Cumberland County Internal Services Director routinely reviews Cumberland County vehicles across departments and makes recommendations for vehicles to surplus on Gov Deals. The Internal Services Department is seeking approval to surplus the 14 vehicles as indicated in the attached spreadsheet. Vehicles are recommended for surplus when they are turned in as a part of a replacement plan, are un-economically repairable, or are being replaced.

RECOMMENDATION / PROPOSED ACTION

The Internal Services Director and County Management recommend approval of the 14 Cumberland County Vehicles for surplus as listed in the provided attachment.

ATTACHMENTS:

Description	Type
Surplus Vehicle List	Backup Material

CUMBERLAND COUNTY
VEHICLES FOR SURPLUS

Department	Vehicle	Reason for Surplus	Mileage	Year	Fleet #	Estimated Value	Disposition
DSS	Ford Fusion	Vehicle turned in as part of vehicle replacement plan.	188,223	2015	SS-0002	$2,000.00	Gov Deals
Animal Control	Ram Pickup 1500	Vehicle Anti-Lock Brake Module does not work and there are no parts available in the OEM or After Market system. Vehicle will be replaced by 2024 Ford 150 that is currently on order with Deacon Ford.	159,00	2013	AC-0032	$1500.00	Gov Deals
Animal Control	Chevy Express Van	Vehicle is being replaced by AC-2401. Vehicle is on turn-in list.	54,315	1999	AC-0099	$1,000.00	Gov Deals
CCSO	Ford Crown Victoria	Vehicle is Un-Economically repairable.	174,386	2008	FL-0211	$1,500.00	Gov Deals
DSS	Ford Fusion	Vehicle turned in as part of vehicle replacement plan.	210,596	2015	SS-0010	$2,000.00	Gov Deals
Internal Services	Chevy Truck 2500	Vehicle turned in as part of vehicle replacement plan. Vehicle's transmission slips out of gear.	146,188	1998	ELM-5	$1,000.00	Gov Deals
CCSO	Ford Crown Victoria	Vehicle turned in as part of SRO turn in.	141,141	2008	FL-0349	$1,500.00	Gov Deals
CCSO	Ford Crown Victoria	Vehicle turned in as part of SRO turn in.	156,929	2004	FL-0163	$1,500.00	Gov Deals
Internal Services	Dodge Durango	Vehicle turned in as part of vehicle replacement plan.	144,863	2004	ELM-3	$1,000.00	Gov Deals
CCSO	Dodge Neon	Vehicle turned in as part of vehicle replacement plan and no longer suitable for undercover surveillance.	52,747	2003	FL-0044	$1,000.00	Gov Deals
CCSO	Ford Crown Victoria	Vehicle turned in as part of SRO turn in.	201,506	2006	FL-0070	$1,500.00	Gov Deals
CCSO	Ford Expedition	Vehicle is uneconomically repairable. Transmission and rear axle need to be replaced.	206,723	2008	FL-0369	$2,000.00	Gov Deals
CCSO	Ford Crown Victoria	Vehicle uneconomically repairable – Transmission Inoperable	204,854	2008	FL-0046	$1,000	Gov Deals
Library	Ford E Box Truck	Vehicle turned in part of vehicle replacement plan	289,000	2007	L-0006	$4,000	Gov Deals

CUMBERLAND COUNTY
NORTH CAROLINA

CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF AUGUST 25, 2025

TO: **BOARD OF COUNTY COMMISSIONERS**

FROM: **ANDREA TEBBE, CLERK TO THE BOARD**

DATE: **8/19/2025**

SUBJECT: **APPROVAL OF MEMBERSHIP TO THE HOPE MILLS CHAMBER OF COMMERCE**

BACKGROUND

At the August 14, 2025, Agenda Session Meeting, the Board of Commissioners approved moving the membership to the Hope Mills Chamber of Commerce to the August 25, 2025, Regular Meeting as a consent agenda item.

The Clerk staff contacted the Hope Mills Chamber and the cost for Cumberland County membership is $300 annually.

RECOMMENDATION / PROPOSED ACTION

Respectfully request approval of the Hope Mills Chamber Membership.

ATTACHMENTS:

Description	Type
Hope Mills Chamber	Backup Material

MEMBERSHIP TIERS

INDIVIDUAL MEMBERSHIP (NO BUSINESS RELATION
$75

SOLE PROPRIETOR/SMALL BUSINESS (1-5 EMPLOYEES)
$95

BUSINESS (6-25 LOCAL EMPLOYEES)
$200

LARGE BUSINESS (25+ LOCAL EMPLOYEES)
$300

NON-PROFIT ORGANIZATION
$100

HOPE MILLS
Chamber of Commerce

Spirit

5546 Trade Street
Hope Mills, NC
28348

Strength

(910) 423-4314 (Office)
hmacc@HopeMillsChamber.org
www.hopemills.com

Commitment

The objectives of the Hope Mills Chamber of Commerce are to encourage and promote area businesses, to help improve the quality of life for the residents of the Hope Mills and surrounding areas, and to maintain positive relations with neighboring communities and military installations.

BUDGET AND PERFORMANCE DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF AUGUST 25, 2025

TO: **BOARD OF COUNTY COMMISSIONERS**

FROM: **DEBORAH W. SHAW, BUDGET AND PERFORMANCE DIRECTOR**

DATE: **8/25/2025**

SUBJECT: **APPROVAL OF THE BOYS AND GIRLS CLUB OF CUMBERLAND COUNTY, INC. NAME CHANGE**

BACKGROUND

At the June 19, 2025, Board of Commissioners meeting, the FY2026 Budget was adopted. The following day, June 20, 2025, the Community Funding letter awarding $10,000 to the Boys & Girls Club of Cumberland County, Inc. was prepared for mailing.

On July 2, 2025, the organization's Administrative Executive, Melinda Dancy, informed the Budget & Performance Department that the organization had officially changed its name to Fayetteville & Cumberland County Youth Clubs, Inc., on July 1, 2025. This was the department's first and only notification of the name change.

On August 6, 2025, Ms. Dancy confirmed that the services outlined in their original application will remain unchanged.

RECOMMENDATION / PROPOSED ACTION

It is the recommendation to accept and update the adopted budget document to reflect the name change of Boys & Girls Club of Cumberland County, Inc., to Fayetteville & Cumberland County Youth Clubs, Inc.

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BUDGET AND PERFORMANCE DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF AUGUST 25, 2025

TO: **BOARD OF COUNTY COMMISSIONERS**

FROM: **DEBORAH W. SHAW, BUDGET AND PERFORMANCE DIRECTOR**

DATE: **8/25/2025**

SUBJECT: **APPROVAL OF BUDGET ORDINANCE AMENDMENTS FOR THE AUGUST 25, 2025 BOARD OF COMMISSIONERS' AGENDA**

BACKGROUND

General Fund 101

1) Library Grants – Budget Ordinance Amendment B260646 to recognize grant funds from the Library Services and Technology Act in the amount of $50,260

The Board is requested to accept and approve Budget Ordinance Amendment B260646 to recognize grant funds from the Library Services and Technology Act in the amount of $50,260. These funds will be used to launch a traveling artist-in-residence program that routes through all eight library branches, making creative exploration accessible to the entire Cumberland County community.

Please note this amendment requires no additional county funds.

2) Library Grants – Budget Ordinance Amendment B260647 to recognize grant funds from the Library Services and Technology Act in the amount of $29,500

The Board is requested to accept and approve Budget Ordinance Amendment B260647 to recognize grant funds from the Library Services and Technology Act in the amount of $29,500. These funds will be used to purchase modular furniture and updated technology to support flexible educational programming and private consultation services, empowering patrons through enhanced access to job support, digital literacy training, and human services.

Please note this amendment requires no additional county funds.

3) Library Grants – Budget Ordinance Amendment B260648 to recognize grant funds from the Mid-Carolina Regional Council in the amount of $7,500

The Board is requested to accept and approve Budget Ordinance Amendment B260648 to recognize grant funds from the Mid-Carolina Regional Council as part of the BAND-NC Digital Inclusion Planning Program in the amount of $7,500. These funds will support the implementation of the library's Digital Inclusion Plan. The grant will fund digital inclusion workshops and one-on-one consultations for those seeking to improve digital skills such as job seeking, email use, and internet safety.

Please note this amendment requires no additional county funds.

4) Library Grants – Budget Ordinance Amendment B260649 to recognize grant funds from the Arts Council of Fayetteville/Cumberland County FY26 Project Support Grant Program in the amount of $12,000

The Board is requested to accept and approve Budget Ordinance Amendment B260649 to recognize funds from the Arts Council of Fayetteville/Cumberland County Grant Program in the amount of $12,000. These funds will be used to hire performers and provide programs for the Spring Storytelling Festival Project, "Enchanted Gardens."

Please note this amendment requires no additional county funds.

Community Development Fund 265, Community Development Home Administration Fund 266

5) Community Development Administration, Housing Activities, Public Services, Home Administration, Home Housing Activity – Budget Ordinance Amendment B260168 to recognize additional allocations in the amount of $79,504 for FY26

The Board is requested to accept and approve Budget Ordinance Amendment B260168 to recognize additional allocations for FY26 for the following amounts: $50,875 in CDBG Entitlement funds, $26,977 in HOME Entitlement funds and $1,652 in HOME-ARP funds to align the County's budget with HUD's final award amounts.

Please note this amendment requires no additional county funds.

Community Development Fund 265/Community Development Support Housing Program Fund 267

6) Community Development Administration, Community Development Support Housing Program – Budget Ordinance Amendment B260602 to transfer budgeted salary funds in the amount of $81,058

The Board is requested to accept and approve Budget Ordinance Amendment B260602 to transfer $81,058 of budgeted salary funds from the Community Development Fund 265 to the Community Development Support Housing Program Fund 267. The relocation of the budgeted salary of the Data and Evaluation Analyst position from Fund 265 to Fund 267 is needed to align with the current reimbursement practices and staffing structure within the Community Development department. There is no change in the amount of budgeted funds, but Board approval is needed due to the transfer between funds.

Please note this amendment requires no additional county funds.

REGARDING THE FOLLOWING ITEMS #7-#34, PLEASE NOTE:

Each fiscal year County departments may have projects that have been approved and initiated but were not complete by the fiscal year end (6/30/25) or items ordered that had not been received by fiscal year end. These projects or items were approved in the Fiscal Year 2025 budget; however, the money was not spent by June 30, 2025.

The following amendments seek to bring those funds forward from FY 2025 into the current fiscal year, allowing departments to complete and pay for these projects and items. These revisions are not using 'new' funds but are recognizing the use of FY25 funds in FY26.

General Fund 101

7) Central Maintenance – Budget Ordinance Amendment B260722 to reappropriate the FY25 funds in the amount of $2,798,490

The Board is requested to accept and approve Budget Ordinance Amendment B260722 to reappropriate FY25 funds in the amount of $2,798,490. These funds are needed to complete vehicle and equipment purchases that were ordered but not received in FY25. These items are not expected to arrive until FY26. These purchases were approved during the FY25 budget process.

8) Register of Deeds – Budget Ordinance Amendment B260497 to reappropriate FY25 funds in the amount of $440,766

The Board is requested to accept and approve Budget Ordinance Amendment B260497 to reappropriate FY25 funds in the amount of $440,766. These funds were used for the scanning and the indexing of land records and vital records. These projects will not be completed until FY26.

9) Tax Administration – Budget Ordinance Amendment B260721 to reappropriate FY25 funds in the amount of $8,500

The Board is requested to accept and approve Budget Ordinance Amendment B260721 to reappropriate FY25 funds in the amount of $8,500. These unspent funds are for business property audits that have not been completed at this time with the county tax services vendor.

10) General Government Other – Budget Ordinance Amendment B260620 to reappropriate funds in the amount of $28,476,878

The Board is requested to accept and approve Budget Ordinance Amendment B260620 to reappropriate funds in the amount of $28,476,878. These funds are from the American Rescue Plan expenditure category 3.2 and will be used as follows: Ignite Internship Program $416,167, Sheriff's Office sign on bonuses $350,000, NC Cooperative Extension $1,000,000, Cape Fear Valley Hospital program $1,000,000, Nonprofit Assistance Program $1,606,507, park benches $500,000, farmers market $3,000,000, White Flag Shelter $92,266, Emergency shelter generators $3,179,703, $7,285,338 for the following projects: Unhoused Support Center Title Searches and Property Acquisition, Phoenix Place Development, Robin's Meadow Demolition and Redevelopment, and the Gray's Creek Water and Sewer Phase I construction, and $2,207,350 for the permanent supportive housing property acquisitions. The remaining unallocated funds in the amount of $7,839,547 will be allocated to a specific purpose as approved by the Board of Commissioners in the future.

11) General Government Other – Budget Ordinance Amendment B260734 to reappropriate funds in the amount of $42,225

The Board is requested to accept and approve Budget Ordinance Amendment B260734 to reappropriate funds in the amount of $42,225 for the Employee Childcare Center. These funds are needed primarily in the utilities, telephone and building maintenance line items and to complete the fencing and access-door projects that began in FY25 but will not be completed until FY26.

12) Emergency Services Grants – Budget Ordinance Amendment B260046 to reappropriate FY25 funds in the amount of $256,214

The Board is requested to accept and approve Budget Ordinance Amendment B260046 to reappropriate FY25 funds in the amount of $256,214. These funds were used to purchase a generator at the Cliffdale Recreation Center for emergency shelter operations. Due to a change in staffing, this project was not completed in FY25. These funds will also be used to purchase fire alarms for installation in residential homes in Cumberland County, stream gauge maintenance, to support vehicle training for first responders, and to support a local Emergency Planning Committee training conference for first responders and industry partners.

13) Emergency Services – Budget Ordinance Amendment B260043 to reappropriate FY25 funds in the amount of $62,207

The Board is requested to accept and approve Budget Ordinance Amendment B260043 to reappropriate FY25 funds in the amount of $53,502 for the voice dispatch project and $8,705 for emergency management grant funds. These funds will be used to complete activities that will not be completed until FY26.

14) Animal Services – Budget Ordinance Amendment B260396 to reappropriate Petco Grant funds in the amount of $40,000

The Board is requested to accept and approve Budget Ordinance Amendment B260396 to reappropriate Petco Grant funds in the amount of $40,000. This funding will be used to pay surgical costs for spay/neuter of stray/feral cats within Cumberland County, reducing the cat population and the need to euthanize cats. The grant award was approved at the May 19, 2025 Board of Commissioners' meeting.

15) Department of Social Services – Budget Ordinance Amendment B260053 to reappropriate FY25 funds in the amount of $545,000

The Board is requested to accept and approve Budget Ordinance Amendment B260053 to reappropriate FY25 funds in the amount of $545,000. These funds were approved in the FY24 budget process for the Bi-directional Antena project (BDA), but this will not be completed until FY26.

16) Library Grants – Budget Ordinance Amendment B260650 to reappropriate grant funds from the North Carolina Department of Natural and Cultural Resources in the amount of $224,113

The Board is requested to accept and approve Budget Ordinance Amendment B260650 to reappropriate grant funds from the North Carolina Department of Natural and Cultural Resources in the amount of $224,113. These funds will be used to purchase a new library outreach vehicle.

17) Library Grants – Budget Ordinance Amendment B260653 to reappropriate grant funds from the Cumberland County America 250 Committee in the amount of $10,000

The Board is requested to accept and approve Budget Ordinance Amendment B260653 to reappropriate grant funds from the Cumberland County America 250 Committee in the amount of $10,000. These funds will be used to create a traveling historical exhibit that showcases Cumberland County. The grant award was approved at the April 21, 2025 Board of Commissioners' meeting.

18) Library Grants – Budget Ordinance Amendment B260725 to reappropriate funds in the amount of $1,861

The Board is requested to accept and approve Budget Ordinance Amendment B260725 to reappropriate funds in the amount of $1,861. These funds were used to purchase a UV rod panel in FY25, but the item was not received until FY26.

19) Library Grants – Budget Ordinance Amendment B260737 to reappropriate funds from the America 250 NC Grant from the North Carolina Department of Natural and Cultural Resources in the amount of $25,133

The Board is requested to accept and approve Budget Ordinance Amendment B260737 to reappropriate funds from the America 250 NC Grant from the North Carolina Department of Natural and Cultural Resources in the amount of $25,133. The library was awarded a $25,599.56 America 250 NC grant in FY25 to support multiple initiatives commemorating the Revolutionary War era. Expenses in FY25 totaled $467.26 for printing, research, and publication editing. As these projects remain underway, the library requests reappropriation of $25,133 to FY26.

20) Library Grants – Budget Ordinance Amendment B260740 to reappropriate donation funds in the amount of $4,200

The Board is requested to accept and approve Budget Ordinance Amendment B260740 to reappropriate donation funds in the amount of $4,200. These funds will be used to purchase genealogy and reading materials for the library. These purchases began in FY24 but will not be completed until FY26.

21) Library Grants – Budget Ordinance Amendment B260743 to reappropriate FY25 endowment funds from Cumberland County Foundation Inc. in the amount of $18,082

The Board is requested to accept and approve Budget Ordinance Amendment B260743 to reappropriate FY25 endowment funds from Cumberland Community Foundation Inc. in the amount of $18,082. These funds will be used in accordance with specific funding guidelines as indicated by the endowment, which may include the purchase of books, supporting library programs, or specific library spaces.

22) Planning – Budget Ordinance Amendment B260723 to reappropriate FY25 funds in the amount of $9,600

The Board is requested to accept and approve Budget Ordinance Amendment B260723 to reappropriate FY25 funds in the amount of $9,600. These funds will be used to complete the update of the subdivision ordinance. Work on the subdivision ordinance began in FY23 and will not be completed until FY26.

23) Soil Conservation District – Budget Ordinance Amendment B260006 to reappropriate grant funds from the USDA Natural Resources Conservation Service in the amount of $1,232,245 and a county match in the amount of $411,000

The Board is requested to accept and approve Budget Ordinance Amendment B260006 to reappropriate grant funds from the USDA Natural Resources Conservation Service in the amount of $1,232,245 and a county match in the amount of $411,000. These funds will be used to perform stream debris removal in the lower Little River and the South River in Cumberland County. The grant award was approved at the June 16, 2025 Board of Commissioners' meeting.

Capital Investment Fund 107

24) Capital Improvement Plan – Budget Ordinance Amendment B260651 to reappropriate FY25 funds in the amount of $8,903,920

The Board is requested to accept and approve Budget Ordinance Amendment B260651 to reappropriate FY25 funds in the amount of $8,903,920. These funds are needed to complete various capital improvement projects that were started in FY25 and are scheduled to be completed in FY26.

25) Maintenance and Repairs – Budget Ordinance Amendment B260724 to reappropriate FY25 funds in the amount of $252,919

The Board is requested to accept and approve Budget Ordinance Amendment B260724 to reappropriate FY25 funds in the amount of $252,919. These funds are needed to complete the maintenance and repair projects that were budgeted for FY25 but will not be completed until FY26.

Inmate Welfare Fund 207

26) Inmate Welfare – Budget Ordinance Amendment B260733 to reappropriate Inmate Welfare fund balance in the amount of $201,854

The Board is requested to accept and approve Budget Ordinance Amendment B260733 to reappropriate Inmate Welfare fund balance in the amount of $201,854. These funds will be used to purchase cameras and two metal detectors for the Detention Center. The equipment will be used to ensure the safety of the inmates and the employees.

Special Fire District Fund 220

27) Fire District Incentives – Budget Ordinance Amendment B260008 to reappropriate FY25 grant funds in the amount of $75,442

The Board is requested to accept and approve Budget Ordinance Amendment B260008 to reappropriate FY25 grant funds in the amount of $75,442. These funds will be used for the fire district grants for the fire departments. These grants were approved for up to $60,000 per fire district in FY25.

State Capital Infrastructure Fund (SCIF) 244

28) State Capital Infrastructure Fund (SCIF) – Budget Ordinance Amendment B260655 to reappropriate FY25 funds from the North Carolina Legislated State Directed Grants – State Capital Infrastructure Funds (SCIF) for the Homeless Shelter in the amount of $392,430

The Board is requested to accept and approve Budget Ordinance Amendment B260655 to reappropriate FY25 funds from the North Carolina Legislated State Directed Grants – State Capital Infrastructure Funds (SCIF) in the amount of $392,430. This grant was approved at the March 7, 2022, Board of Commissioners' meeting.

Recreation Fund 250

29) Parks and Recreation – Budget Ordinance Amendment B260598 to reappropriate FY25 funds in the amount of $472,120

The Board is requested to accept and approve Budget Ordinance Amendment B260598 to reappropriate FY25 funds in the amount of $472,120. These funds were approved during the FY25 budget process and are needed for Parks and Recreation projects not completed by fiscal year end.

Rhodes Pond Grant Fund 253

30) Rhodes Pond Grant – Budget Ordinance Amendment B260657 to reappropriate grant funds from the North Carolina Office of State Budget and Management in the amount of $474,532

The Board is requested to accept and approve Budget Ordinance Amendment B260657 to reappropriate grant funds from the North Carolina Office of State Budget and Management in the amount of $474,532. This funding will be used for the parking and bathroom facilities at Rhodes Pond.

Emergency Telephone System Fund 260

31) Emergency Telephone – Budget Ordinance Amendment B260010 to reappropriate FY25 Emergency Telephone fund balance in the amount of $140,812

The Board is requested to accept and approve Budget Ordinance Amendment B260010 to reappropriate FY25 Emergency Telephone fund balance in the amount of $140,812. This funding will be used to cover the increase in Computer Aided Dispatch (CAD) server maintenance provided by E-Group.

Crown Complex Fund 600

32) Crown Complex – Budget Ordinance Amendment B260658 to reappropriate FY25 funds in the amount of $8,763,902

The Board is requested to accept and approve Budget Ordinance Amendment B260658 to reappropriate FY25 funds in the amount of $8,763,902. These funds are needed to complete projects that were started in previous years and will not be completed until FY26. Some of the projects are currently in the planning and/or solicitation phase.

NORCRESS Water and Sewer Fund 605

33) NORCRESS Water and Sewer – Budget Ordinance Amendment B260033 to reappropriate FY25 funds in the amount of $1,076,211

The Board is requested to accept and approve Budget Ordinance Amendment B260033 to reappropriate FY25 funds in the amount of $1,076,211. These funds are needed to complete projects that were started in FY23 and will not be completed until FY26.

Solid Waste Fund 625

34) Solid Waste – Budget Ordinance Amendment B260431 to reappropriate Solid Waste fund balance in the amount of $11,868,591

The Board is requested to accept and approve Budget Ordinance Amendment B260431 to appropriate Solid Waste fund balance in the amount of $11,868,591. This funding will be used for the transfer station, additional pit scales, and to install waterlines.

RECOMMENDATION / PROPOSED ACTION

Approve Budget Ordinance Amendments

COMMUNITY DEVELOPMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF AUGUST 25, 2025

TO: **BOARD OF COUNTY COMMISSIONERS**

FROM: **TYE VAUGHT, CHIEF OF STAFF & INTERIM COMMUNITY DEVELOPMENT DIRECTOR**

DATE: **8/14/2025**

SUBJECT: **APPROVAL OF FUNDING FOR COC POSITIONS AND ASSOCIATED BUDGET ORDINANCE AMENDMENT #B260462**

BACKGROUND

At the Board's June 12, 2025 Agenda Session, CoC Board Chair Debbie Brown presented a request for the creation of three time-limited positions to support the Continuum of Care (CoC) functions. Cumberland County serves as the Lead Agency for the Fayetteville-Cumberland County CoC. Federal regulations require CoCs to perform three primary functions: (1) coordinated entry, (2) designation of a Collaborative Applicant/Lead Agency, and (3) designation of an agency to manage the Homeless Management Information System (HMIS).

At the August 14, 2025 Agenda Session, the Board approved the establishment of the following positions to fulfill these responsibilities:

- Social Worker I
- Data Evaluation Analyst
- Administrative Assistant I

To adequately fund these positions, as well as the associated operating budget necessary to support the program and staff, approval is requested for Budget Ordinance Amendment B260462 in the amount of $828,618.

Of this total program budget:

- $710,118 will fully cover the cost of the three positions and provide partial support (16% of personnel costs) for the Community Services Manager (CoC Program Manager) through June 30, 2028.

- $118,500 will fund program operating costs across the three fiscal years, averaging $39,500 annually.

This amendment ensures the County can sustain the required CoC functions, maintain compliance with federal guidelines, and support the CoC's role in addressing homelessness in Fayetteville and Cumberland County.

RECOMMENDATION / PROPOSED ACTION

Approval of Budget Ordinance Amendment #B260462.

CUMBERLAND COUNTY
NORTH CAROLINA

OFFICE OF THE COUNTY ATTORNEY

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF AUGUST 25, 2025

TO: **BOARD OF COUNTY COMMISSIONERS**

FROM: **COUNTY ATTORNEY**

DATE: **8/20/2025**

SUBJECT: **APPROVAL OF FUNDING CONTRACT WITH NC HISTORY CENTER FOUNDATION**

BACKGROUND

The NC History Center on the Civil War, Emancipation & Reconstruction Foundation (the "Foundation") has requested the funding in the amount of $7,500,000 approved by the board of commissioners for a museum and history center first identified by the name, North Carolina Civil War History Center. Attached are excerpts from the minutes of the board's action on this funding January 17, 2017, and September 19, 2022. The actions taken by the board are also stated at the beginning of the contract. The request for the funds, the Foundation's resolution, the contract with exhibits, and the project ordinance are also attached. The documents provided by the Foundation comply with the statutory requirements for the county to fund museum projects. The county attorney advises the board's approval of the contract and project ordinance will authorize the distribution of the funds in accordance with the contract.

RECOMMENDATION / PROPOSED ACTION

The Finance Committee considered this matter August 12, 2025, and recommended that it be placed on the agenda of the August 25, 2025, meeting of the board of commissioners as a consent item.

ATTACHMENTS:

Description	Type
Funding Contract and Exhibits	Backup Material
EXCERPT FROM 1-17-17 MINUTES	Backup Material
EXCERPT FROM 9-19-22 MINUTES	Backup Material
Request for Funds	Backup Material
Project Ordinance Final	Backup Material

STATE OF NORTH CAROLINA

CONTRACT FOR MUSEUM CONSTRUCTION

COUNTY OF CUMBERLAND

THIS CONTRACT, is entered into on the last date shown by the signatures of the parties, to be effective _____, by and between the COUNTY OF CUMBERLAND, (hereinafter referred to as "County"), and NC HISTORY CENTER ON THE CIVIL WAR, EMANCIPATION & RECONSTRUCTION FOUNDATION, a corporation organized under the North Carolina Nonprofit Corporation Act (hereinafter referred to as "Foundation").

W I T N E S S E T H:

Whereas, January 17, 2017, County's board of commissioners approved $7,500,000 (seven million five hundred thousand dollars) toward building the history center project in Cumberland County; and

Whereas, September 8, 2022 approval was reaffirmed by the County's board of commissioners; and

Whereas, these funds are held in the Preliminary Capital Category of the Capital Investment Fund in County's FY24 budget; and

Whereas, Foundation's board of directors has adopted and presented to County the attached resolution dated September 16, 2022 requesting the funds and describing the intended use of the funds in accordance with N.C.G.S. § 153A-437; and

Whereas, County has agreed to fund Foundation these funds for this public purpose, and in exchange for this funding Foundation has agreed to perform certain services. In furtherance of this agreement, the parties enter this contract subject to the following terms and conditions:

~~1.~~ **TERM OF CONTRACT:** This contract shall begin June 1, 2025, and end December 31, 2027, unless sooner terminated. If the services to be provided by Foundation have not been completed December 31, 2027, this contract shall automatically be extended to June 30, 2028, unless Foundation gives notice to County that Foundation does not wish to extend it.

2. **SERVICES TO BE PERFORMED:** Foundation, in and for the consideration recited in Paragraph 3 below, shall perform those services stated in **Exhibit 1 – Scope of Services** in accordance with the budget expenditures stated in **Exhibit 2 – Project Budget**. Each exhibit is attached hereto and incorporated herein by reference. Foundation shall notify the county manager in writing immediately of any change in the type or level of services to be performed, and if County agrees to the change, an amendment to this contract must be signed by each party prior to any changes or modifications taking effect. If County does not agree to the change, this contract will be terminated in accordance with Section 1 above.

3. **DELIVERABLES:** Upon completion of the Scope of Work, Foundation shall provide the deliverables set forth in **Exhibit 3**, attached hereto and incorporated herein.

4. **PAYMENT:**

A. County will fund Foundation an amount not to exceed Seven Million Five Hundred Thousand Dollars ($7,500,000) for the services provided by Foundation during the term of this contract. The amount of County funding is conditioned on Foundation securing all funding for the Project Budget set out in **Exhibit 2** with one-half of the funding to be provided by County and one-half to be provided by the City of Fayetteville. The transfer of payments from County to Foundation shall be in accordance with Foundation's written instructions for mailing checks to Foundation or for the direct deposit of funds into Foundation's account. These written instructions must be provided to County's Finance Office prior to any funds being transferred.

B. Foundation shall submit a request for funding at the start of each calendar quarter for the funds Foundation has spent in the previous quarter. Requests for funding shall be made to the County's Finance Office in a form approved by the County's Finance Office. Commencing with the first quarterly request, Foundation must report the previous quarterly expenditures and services performed in a form that specifically shows the amount of Foundation funds expended, how the funds were used, that the use of the funds was within the purposes shown in **Exhibit 1,** and the progress achieved for any of the deliverables shown in **Exhibit 3**.

5. **INDEPENDENT CONTRACTOR:** Foundation is a nonprofit corporation registered with the North Carolina Secretary of State and is an independent contractor. Foundation is not an agent, officer, or employee of County and shall have no authority to act as an agent of County in any capacity.

6. **ASSIGNMENT:** Foundation shall not assign all or any part of its rights to receive funding under this contract, nor delegate any performance, nor subcontract any performance without first obtaining County's written approval thereof.

7. **AGENCY AND AUTHORITY:** County designates the Cumberland County Manager as its exclusive agent with respect to this contract. The county manager is authorized to negotiate directly with Foundation on County's behalf on all matters pertaining to this contract and Foundation shall deal exclusively with the county manager with respect to the terms and conditions of this contract. Regardless of any negotiations between the county manager and Foundation, any modification of the terms of this contract, including the services to be provided, shall only be effective upon the parties executing a written amendment to this contract upon approval by County's board of commissioners.

8. **NOTICES:** Any notices to be given by either party to the other under the terms of this contract shall be in writing and shall be deemed to have been sufficiently given if delivered by hand with

written acknowledgment of receipt; by electronic mail with the receiving party acknowledging receipt of the sending party's email by reply email; or by certified mail, return receipt requested. Any notice shall be personally delivered, emailed, or mailed to the office, email address, or mailing address of the person or office shown for each party below or to such other person and address as either party hereafter from time to time designates in writing to the other for the receipt of notice:

FOUNDATION:
John M. Healy
PO Box 36157
Fayetteville, NC 28303
(910) 977-0287
mhealy@healywholesale.com

COUNTY:
Clarence Grier
County Manager
P. O. Box 1829
Fayetteville, NC 28302
(910) 678-7723
cgrier@cumberlandcountync.gov

Such notice, if mailed, shall be deemed to have been received by the other party on the date contained in the receipt or acknowledgement of receipt.

9 **CHANGES IN FOUNDATION'S STATUS:** In the event of any change in Foundation's organizational structure or nonprofit status, Foundation shall immediately notify the county manager.

10. **CERTIFICATION:**

A. County, by the county manager's signature below, certifies that the funds stated in Paragraph 3 above are available for Foundation's use consistent with the terms of this contract.

B. Foundation, by its officer's signature below, certifies that it has complied, or will comply, with all requirements of this contract required to be complied with before applying for funds, and further agrees that County is not obligated to pay any funds until such requirements have been met.

11. **OTHER TERMS AND CONDITIONS:**

A. Foundation shall provide County with a yellow book audit and 990 prepared by independent auditors in accordance and management's response to the auditor's recommendations, if applicable, for the fiscal year periods ending during any term of this contract. The report shall specify whether County's funds were used exclusively for those purposes stated in **Exhibit 1**. The report shall specify any exceptions and the amounts thereof. Foundation acknowledges that County's agreed upon procedures may not be determined upon the commencement of this contract.

B. Upon execution of this contract, Foundation shall provide County the following documents:

(i) a copy of its latest financial statement, to include a balance sheet as of the end of its most recent fiscal year and a statement of operations for that year;

(ii) a copy of Foundation's most recently filed IRS Form 990; and

(iii) a copy of the declarations pages or certificates of insurance for general liability and

worker's compensation insurance policies maintained by Foundation

C. If the county manager deems it necessary or appropriate, Foundation agrees that County may make an internal audit of Foundation's books or records to assess Foundation's then-current financial condition.

D. Upon the termination of this contract, Foundation shall return all unused funds, if any, to County.

12. **STATUTORY FUNDING AUTHORIZATION:** Funding in support of Foundation's services described in **Exhibit 1** is authorized by N.C.G.S. § 153A-437.

13. **ATTACHMENTS:** Foundation shall provide the following documents which are attached to this contract and incorporated herein by reference:

A. **Exhibit 1 – Scope of Work**, describing the services or purposes for which County funding will be used.

B. **Exhibit 2 - Project Budget**, describing the specific expenditures of County funds.

C. **Exhibit 3 - Deliverables**, describing the outcomes of completing the scope of work.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this contract on the date indicated with each signature by their respective duly authorized representatives.

COUNTY OF CUMBERLAND

ATTEST:

BY: _____
Andrea Tebbe, Clerk to the Board

BY: _____
Clarence Grier, County Manager
Date Signed: _____

NC HISTORY CENTER ON THE CIVIL WAR, EMANCIPATION & RECONSTRUCTION FOUNDATION

ATTEST:

BY: _____
Mary Lynn Bryan, Vice Chair
Board of Directors

BY: _____
John M. Healy, Agent
Date Signed: _____

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

_____
County Finance Officer

Approved for legal sufficiency upon execution by the parties.

_____
County Attorney

Contract Between Cumberland County ("County") and the NC History Center on the Civil War, Emancipation & Reconstruction Foundation ("Foundation")

EXHIBIT 1
SCOPE OF WORK

The objective is to design and build the structure and systems of the main facility of the three-phased History Center project.

The Scope of Work shall include architectural services performed by Vines Architecture, Inc. of Raleigh, North Carolina and construction-related services by Balfour Beatty Construction LLC of Raleigh, North Carolina and Varnedoe Construction of Greensboro, North Carolina.

Upon presentation of invoices paid by the Foundation for services performed, the County shall fulfill its commitment to the Foundation of Seven Million Five Hundred Thousand Dollars ($7,500,000).

EXHIBIT 2
PROJECT COSTS

NC History Center on the Civil War, Emancipation & Reconstruction Foundation Projected Expenditures, 2025-2027							
	2015 budget	2022 reconciled	Targeted value engineering	2nd value engineering	Bid update	Paid as of 4/30/25	Now due
Construction							
Preconstruction fees	400,000	600,000	-	-	600,000	600,000	-
Estimated construction costs (building and site)	41,280,000	55,361,068	6,751,163	4,495,000	48,900,000	1,906,734	46,993,266
Owner construction contingency and reserves	4,000,000	4,000,000	500,000	-	3,500,000	-	3,500,000
Pavilion	1,275,500	1,275,500	(400,000)	-	1,675,500	1,539,038	136,462
A-V integration/equip allowance (non-exhibit)	650,000	650,000	455,000	-	195,000	-	195,000
Architecture							
Design fees and reimbursables Phase 2	224,500	224,500	-	-	224,500	224,000	500
Design fees and reimbursables Phase 3	6,210,000	6,210,000	-	-	6,271,900	4,200,350	2,071,550
Exhibits							
Exhibit fabrication / A-V systems $18,666,250	16,000,000	16,000,000	1,600,000	-	14,266,250	12,287	14,253,963
A-V equipment allowance (exhibition area)	5,000,000	5,000,000	500,000	100,000	2,900,000		2,900,000
Exhibition development costs	850,000	850,000	-	-	850,000	850,000	-
Exhibit design fees - pre-design (allowance)	296,900	296,900	-	-	296,900	296,900	-
Exhibit design fees - base contract	3,520,000	4,113,000	-	-	4,113,000	3,532,118	580,882
Exhibit design fees - addendum 3	-	-	-	-	2,734,530	568,248	2,166,282
Other project costs:							-
Utility impact fees	-	400,000	-	-	400,000	11,223	388,777
PWC power - move underground at Myrover St.	-	-	-	-	57,000	-	57,000
FFE allowance (non-exhibition space)	800,000	800,000	300,000	-	500,000	-	500,000
Testing and inspections	393,100	393,100	-	-	393,100	-	393,100
Enhanced graphics pkg /Arsenal history narrative	-	-	-	-	TBD	-	TBD
Artifact/image acq. costs (Julie/Joan/Kim)	600,000	600,000	-	-	527,200	182,067	345,133
Café equipment	-	-	-	-	TBD	-	TBD
Catering kitchen equipment	-	-	-	-	38,000	-	38,000
Total administrative and education expenses	-	-	-	-	2,250,187	-	2,250,187
TOTAL PROJECT COST	**81,500,000**	**96,774,068**	**9,706,163**	**4,595,000**	**90,693,067**	**13,922,964**	**76,770,103**

EXHIBIT 3
DELIVERABLES

Completion of the History Center will result in:

- increasing knowledge of Civil War and Reconstruction history for visitors to the History Center and non-visitors with access to a computer;

- telling the stories of ALL North Carolinians during the Antebellum, Civil War, and Reconstruction periods;

- creating the UNC Center for the Study of Civil War, Emancipation and Reconstruction History;

- increasing tourism, employment, and revenues for the city of Fayetteville and Cumberland County; and

- updating curricula for 4th, 8th, and 11th grade students who study United States history.

Chairman Adams opened the public hearing for Case P16-48.

The clerk to the board advised there were no speakers for Case P16-48.

Chairman Adams closed the public hearing for Case P16-48.

MOTION: Commissioner Council moved in Case P16-48 to find the request for rezoning consistent with the 2030 Growth Vision Plan, and any other applicable land use plan, reasonable and in the public interest for the reasons stated in the recommendations of the Planning Staff.
SECOND: Commissioner Faircloth
VOTE: UNANIMOUS (7-0)

MOTION: Commissioner Council moved in Case P16-48 to approve the rezoning for A1A Agricultural district.
SECOND: Commissioner Boose
VOTE: UNANIMOUS (7-0)

B. Case P17-01: Rezoning of 2.07+/- acres from R40 Residential/CU Conditional Use to allow a manufactured home to R40A Residential, or to a more restrictive zoning district, located at 815 Fred Hall Road, submitted by Delvin S. McAllister (owner).

Planning Board Meeting Date: December 20, 2016

Planning Board Action: Approve the staff recommendation.

Staff Recommendation: 1st motion for Case P17-01: Move to find the request for rezoning consistent with the 2030 Growth Vision Plan, and any other applicable land use plan, reasonable and in the public interest for the reasons stated in the recommendations of the Planning Staff.

2nd motion for Case P17-01: Move to approve the rezoning for R40A Residential district.

******

Chairman Adams opened the public hearing for Case P17-01.

The clerk to the board advised there were no speakers for Case P17-01.

Chairman Adams closed the public hearing for Case P17-01.

MOTION: Commissioner Council moved in Case P17-01 to find the request for rezoning consistent with the 2030 Growth Vision Plan, and any other applicable land use plan, reasonable and in the public interest for the reasons stated in the recommendations of the Planning Staff.
SECOND: Commissioner Boose
VOTE: UNANIMOUS (7-0)

MOTION: Commissioner Council moved in Case P17-01 to approve the rezoning for R40A Residential district.
SECOND: Commissioner Boose
VOTE: UNANIMOUS (7-0)

Items of Business

5. Consideration of Endorsement of the North Carolina Civil War History Center

BACKGROUND:
The North Carolina Civil War History Foundation presented a resolution to the Cumberland County Finance Committee on September 1, 2016, seeking a funding commitment of $7.5 million from the County. No action was taken at that meeting. It was recommended that this request be considered in conjunction with other capital requests during the FY2018 budget process.

Recently, the Foundation asked the Board of Commissions to take action on financial support for the History Center before the end of January 2017, in advance of our FY2018 budget process. The Foundation cites recent state budget surpluses as an opportunity to seek State support as the North Carolina General Assembly begins their new session later this month. On December 12, 2016, the City of Fayetteville committed to an investment of $7.5 million for the project contingent upon matching county support and state funding.

The total project is estimated to cost $65 million. The proposed funding sources for the History Center are as follows:

State of North Carolina	$30,000,000
City of Fayetteville	$ 7,500,000
Cumberland County	$ 7,500,000
Private Donations	$20,000,000
	$65,000,000

The Foundation sought an independent study to calculate the economic benefit of the History Center to our community. This study calculated almost $20,000,000 in new economic activity annually through the creation of 200 permanent new jobs and the attraction of up to 130,000 new tourists annually. Our community would fully benefit from this potential economic growth because the State would own and operate the museum.

RECOMMENDATION/PROPOSED ACTION:
Consider endorsement of the North Carolina Civil War History Center through a commitment of project funding up to $7.5 million.

A RESOLUTION OF THE CUMBERLAND COUNTY
BOARD OF COMMISSIONERS IN SUPPORT OF
THE PROPOSED NORTH CAROLINA CIVIL WAR HISTORY CENTER

WHEREAS, more than $2,500,000 in State, local and private monies have been expended over the past eight years toward the creation of the North Carolina Civil War History Center; and

WHEREAS, an independent study projects an economic benefit to the community by the History Center including attracting up to 130,000 new tourists annually, creating more than 200 permanent new jobs, and generating almost $20,000,000 in new economic activity annually; and

WHEREAS, the development of the $65,000,000 History Center will serve as a catalyst for major economic development resulting in an increase in property values; and

WHEREAS, the citizens of Fayetteville, Cumberland County, and the State of North Carolina have contributed more than $6,000,000 toward creation of the History Center; and

WHEREAS, the plans for the Center have been approved by the Department of Natural and Cultural Resources for the State of North Carolina; and

WHEREAS, funds from the State of North Carolina in combination with admissions, rentals, food and beverages, and endowment income will cover the annual operating expenses; and

WHEREAS, the Community can realize all the benefits of the History Center without being responsible for any annual operating expenses since the Center will be owned and operated by the State of North Carolina; and

WHEREAS, State legislative leadership has indicated that it will consider providing significant State monies only after an investment by the City and County governments; and

WHEREAS, budget discussions by local and State legislative leaders will begin in earnest after January 1, 2017;

NOW, THEREFORE, BE IT RESOLVED, the Cumberland County Board of Commissioners does hereby resolve to endorse the Civil War History Center and will commit funding up to $7.5 million towards the project subject to the following:

- The final results of our 2017 Property Revaluation; and
- Continued review and verification of the projected economic impact; and
- Commitment of matching funds from the City of Fayetteville; and
- Allocation of the entire $30 million State share by the North Carolina General Assembly in the 2017-2019 biennium budget; and
- The Foundation's successful completion of their private donation campaign through receipt of $20 million; and
- Utilization of County funding exclusively for construction of the History Center building; and
- County funding being released incrementally on a dollar-for-dollar basis with City, State and private funding.

Cumberland County's commitment of funding for the History Center Project will sunset if construction of the History Center has not commenced by December 31, 2020.

Adopted this 17th day of January, 2017.

******

Ms. Cannon provided copies of the resolution and reviewed the background information recorded above. Ms. Cannon stated within the resolution are suggested parameters surrounding the County's contribution.

MOTION: Commissioner Lancaster moved to accept the resolution as presented by the county manager in support of the proposed N. C. Civil War History Center.
SECOND: Commissioner Boose
VOTE: UNANIMOUS (7-0)

6. Presentation of Preliminary Hurricane Matthew Response and Recovery Report by Mr. Tracy Jackson, Assistant County Manager

BACKGROUND
Staff has completed an after-action review (AAR) with the cooperation and participation of our partner agencies that responded to Hurricane Matthew this past October. The AAR utilized a survey and face-to-face meetings to uncover strengths, challenges, and recommendations. The information gathered from the AAR will be used to refine and improve emergency response, planning, and training within and across organizations.

RECOMMENDATION/PROPOSED ACTION:
This item is for information only. No further action is requested.

******

Mr. Jackson reviewed the background information recorded above and presented a summary of the Hurricane Matthew After-Action Review. Mr. Jackson stated 19 to 20 groups participated in the survey utilized as part of the AAR. Mr. Jackson also stated County fire departments were not included in the first phase of the AAR but will be included in the second phase.

Mr. Jackson provided highlights of the following strengths:

- Collaboration
  - Unified Emergency Operations Center (EOC)

CUMBERLAND COUNTY
NORTH CAROLINA

OFFICE OF THE COUNTY MANAGER

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 19, 2022

TO: **BOARD OF COUNTY COMMISSIONERS**

FROM: **AMY CANNON, COUNTY MANAGER**

DATE: **9/13/2022**

SUBJECT: **NORTH CAROLINA CIVIL WAR & RECONSTRUCTION HISTORY CENTER PROJECT FUNDING**

BACKGROUND

At the September 8, 2022 Agenda Session, the Board of Commissioners considered a request from the North Carolina Civil War & Reconstruction Center Foundation for a commitment of $7.5M previously designated for this project through a resolution. That original resolution of support expired on December 31, 2020.

The following motion passed 5-1 at the Agenda Session:

"Approval of $7.5M contingent upon the City of Fayetteville funding and county legal having the document it needs."

Specifically, questions arose regarding the state's commitment to operate the museum and documentation of grant funding from the state. Attached you will find the following documents submitted by the Foundation:

- Resolution formally requesting funding of $7.5M.
- Resolution stating the Foundation's intent to gift the History Center to the state upon completion.
- Letter from the Director of the Division of State History Museums, confirming the History Center will become a State Museum, replacing the current Museum of the Cape Fear which is currently a part of the Division of State Museums.
- An excerpt of the state budget showing the allocation of $59.6M towards construction of the History Center.

- Copy of the contract with the State Office of Budget and Management indicating the allowable use of the funding.

These documents have been reviewed by County Attorney, and satisfy G.S. 153A-437. If the Board should move forward with the $7.5M appropriation, G.S. 153A-437 requires the Board of Commissioners adopt an ordinance specifically stating what the appropriation is to be used for and requiring the recipient to account for the appropriation at the close of the fiscal year.

RECOMMENDATION / PROPOSED ACTION

Consider the request from the Civil War & Reconstruction History Center Foundation to commit $7.5M towards construction based upon the additional documentation.

ATTACHMENTS:

Description	Type
Resolution formally requesting funding of $7.5M	Backup Material
Resolution to Transfer Museum to the State	Backup Material
Letter from Ken Howard	Backup Material
State Budget	Backup Material
Agreement	Backup Material

North Carolina
CIVIL WAR & RECONSTRUCTION
HISTORY CENTER

Resolution

Whereas the North Carolina Civil War History Center Foundation (the Foundation) is recognized by the United States Internal Revenue Service as a support organization for the North Carolina Civil War, Emancipation & Reconstruction History Center; and

Whereas the Foundation leadership has worked diligently since 2012 in developing plans to build, equip, furnish, and create content and exhibits for the $80,000,000 campus; and

Whereas the Foundation has secured more than $15 million in support in gifts, pledges, goods, services, and artifacts from North Carolinians across the state; and

Whereas the Foundation has secured a $59.6 million grant from the State of North Carolina toward the costs of construction of the main facility, its exhibits, and content; and

Whereas the Foundation has been in conversations with and has made many presentations to the Cumberland County Commissioners over the past seven years as the project has progressed; and

Whereas support by both Cumberland County and the City of Fayetteville is vital to the construction of the History Center;

Be it resolved that the Foundation Board of Directors is formally requesting that the Cumberland County Commissioners award the Foundation a one-time grant of $7.5 million toward the costs associated with building, equipping, furnishing, and creating content and exhibits for the History Center.

Adopted by the Board of Directors on September 15, 2022.

North Carolina
CIVIL WAR & RECONSTRUCTION
HISTORY CENTER

Resolution

Whereas the North Carolina Civil War & Reconstruction History Center Foundation (the Foundation) is recognized by the United States Internal Revenue Service as a support organization for the North Carolina Civil War & Reconstruction History Center; and

Whereas the Foundation secured a direct $59.6 million grant from the North Carolina General Assembly which can be applied only toward construction of the History Center including its permanent exhibits and content; and

Whereas the Foundation's Board of Directors has performed all the due diligence on the proposed building site including archeological and EPA Phase 2 investigations; and

Whereas the State of North Carolina owns eight (8) parcels that will be directly and indirectly impacted by construction on the proposed site; and

Whereas no construction may take place on parcels owned by the State of North Carolina without its consent; and

Whereas it is the intention of the Foundation to gift the completed building and its campus to the State of North Carolina upon completion.

Be it resolved that the Foundation Board of Directors is seeking a lease with the State of North Carolina which will allow for construction of a facility on its property; and

That it is committed to constructing said building on or near said sites owned by the State of North Carolina.

Adopted by the Board of Directors, March 2, 2022.

NORTH CAROLINA
MUSEUM OF HISTORY
A Smithsonian Affiliate

MAILING ADDRESS
5 East Edenton Street
Raleigh, North Carolina
27601-1011

Phone: 919-814-7000
Fax: 919-733-8655
ncmuseumofhistory.org

Kenneth B. Howard
DIRECTOR

James E. Huebler
CHIEF FINANCIAL OFFICER

State of North Carolina
Roy Cooper
GOVERNOR
Mark Robinson
LIEUTENANT GOVERNOR

Department of Natural
and Cultural Resources
D. Reid Wilson
SECRETARY
Staci Meyer
DEPUTY SECRETARY
ARTS AND ADMINISTRATION

June 14, 2022

Mr. John "Mac" Healy, Chair
NC Civil War & Reconstruction History Center Foundation
Post Office Box 53865
Fayetteville, NC 28305

Dear Mac:
First, thank you for all that you, Mary Lynn Bryan, and the Board of Directors have done to make the NC Civil War & Reconstruction History Center a reality. It has been a long road since the initial State appropriation in 2006 of $1,000,000 was awarded in planning monies. As you know, since the beginning the State of North Carolina has been a full partner with the Foundation in the planning and development of the History Center. We are pleased that over that same period the State has invested an additional $64.6 million in its development as evidence of the State's commitment to the History Center.

As we have communicated many times in the past, once complete, the History Center will become a State Museum in the North Carolina Division of State History Museums. The History Center will replace the current Museum of the Cape Fear which is part of the Division of State History Museums and will be managed and operated consistent with the other State history museums. Once construction is satisfactorily completed, the History Center will be transferred to state ownership and will be operated by staff of the Museum of the Cape Fear along with additional staff members that will be added. The Division of State History Museums is part of the North Carolina Department of Natural and Cultural Resources.

We look forward to completion of the third and final phase of construction and the opening of the new History Center. Thank you to everyone for their continued hard work.

Sincerely,

Kenneth B. Howard

Kenneth B. Howard
Director, Division of State History Museums

CC: Darin Waters

Smithsonian Institution
Affiliations Program

Conference Report on the Base, Capital and Expansion Budget		FY 2021-22	FY 2022-23
434 **My Kid's Club**	Requirements	$ 1,000,000 NR	$ -
Provides a grant to My Kid's Club for capital needs.	Less: Receipts	$ -	$ -
	Net Change	$ 1,000,000	$ -
	FTE	-	-
435 **Myrover-Reese Fellowship Homes, Inc.**	Requirements	$ 1,000,000 NR	$ -
Provides a grant to Myrover-Reese Fellowship Homes, Inc. for repairs and expansion of facilities.	Less: Receipts	$ -	$ -
	Net Change	$ 1,000,000	$ -
	FTE	-	-
436 **NC Civil War & Reconstruction History Center**	Requirements	$ 29,800,000 NR	$ 29,800,000 NR
Provides a grant to the North Carolina Civil War & Reconstruction History Center Foundation for construction of the North Carolina Civil War History Center.	Less: Receipts	$ -	$ -
	Net Change	$ 29,800,000	$ 29,800,000
	FTE	-	-
437 **NC Lions Club Vans**	Requirements	$ 194,604 NR	$ -
Provides a grant to North Carolina Lions, Inc. for new eye and hearing screening vans.	Less: Receipts	$ -	$ -
	Net Change	$ 194,604	$ -
	FTE	-	-
438 **NC FFA Center**	Requirements	$ 1,500,000 NR	$ -
Provides a grant to the NC FFA to renovate the NC FFA Center.	Less: Receipts	$ -	$ -
	Net Change	$ 1,500,000	$ -
	FTE	-	-
439 **NC Marine Industrial Park**	Requirements	$ 22,000 NR	$ -
Provides a grant to the NC Marine Industrial Park Authority for capital improvements at the Wanchese Marine Industrial Park.	Less: Receipts	$ -	$ -
	Net Change	$ 22,000	$ -
	FTE	-	-
440 **Nine Mile Fire Department**	Requirements	$ 30,000 NR	$ -
Provides a grant to Nine Mile Fire Department, Inc. for fire safety equipment.	Less: Receipts	$ -	$ -
	Net Change	$ 30,000	$ -
	FTE	-	-
441 **NC WWI Memorial**	Requirements	$ 30,000 NR	$ -
Provides funding to the Department of Natural and Cultural Resources for a WWI veterans memorial by the North Carolina National Guard Museum Foundation.	Less: Receipts	$ -	$ -
	Net Change	$ 30,000	$ -
	FTE	-	-
442 **Neighbors Feeding Neighbors Kitchen**	Requirements	$ 75,000 NR	$ -
Provides a grant Neighbors Feeding Neighbors Food Ministry for a commercial kitchen.	Less: Receipts	$ -	$ -
	Net Change	$ 75,000	$ -
	FTE	-	-
443 **North Carolina Troopers Association Mobile Commissary**	Requirements	$ 750,000 NR	$ -
Provides a grant to the North Carolina Troopers Association for an emergency mobile commissary.	Less: Receipts	$ -	$ -
	Net Change	$ 750,000	$ -
	FTE	-	-
444 **North Carolina's Southeast Economic Development**	Requirements	$ 5,000,000 NR	$ -
Provides a grant to North Carolina's Southeast Economic Development for capital improvements.	Less: Receipts	$ -	$ -
	Net Change	$ 5,000,000	$ -
	FTE	-	-
445 **North Wilkesboro Farmers Market**	Requirements	$ 50,000 NR	$ -
Provides a grant to the Town of North Wilkesboro for capital improvements at the farmers market.	Less: Receipts	$ -	$ -
	Net Change	$ 50,000	$ -
	FTE	-	-

North Carolina Office of State Budget and Management

Contract # 30681

This Agreement is hereby entered into by and between the NC Office of State Budget and Management (the "AGENCY") and North Carolina Civil War History Center Foundation (the "RECIPIENT") (referred to collectively as the "Parties").

1. EFFECTIVE TERM:

The RECIPIENT's performance period for this agreement shall be effective starting July 1, 2021 through June 30, 2023 . The PARTIES' duties of record-keeping, monitoring, reporting and auditing continue thereafter as provided below.

2. RECIPIENT'S DUTIES:

The RECIPIENT is authorized by this agreement to use funds for purposes referenced in the Current Operations Appropriations Act, Session Law (S.L.) 2021-180, as amended by S.L. 2021-189. The RECIPIENT's scope of work is a complete and concise scope of goods or services supported by this agreement and consistent with language in S.L. 2021-180, as amended by S.L. 2021-189. (See Appendix A).

The RECIPIENT agrees to use the funds in the amounts allocated for the budget cost items set forth in the RECIPIENT's Budget. RECIPIENT may reallocate and/or redistribute among budgeted items up to 10% in overall budget costs without the express written permission of the AGENCY.

The RECIPIENT understands and acknowledges that total funding level available under this agreement will not exceed $29,800,000.00 .

The RECIPIENT acknowledge they have provided the following additional documentation:

a. Internal Revenue Service W-9 form (includes address, Tax ID) DS
b. Electronic Payment Form & Supporting Document DS
c. Scope of Work – Appendix A DS
d. Policy addressing conflicts of interest DS
e. **Sworn** Statement of no overdue tax debts

The RECIPIENT understands and acknowledges required compliance with all statutory provisions outlined in G.S. 143C-6-22 Use of State funds by non-State entities, 9 N.C.A.C. Subchapter 3M and the requirements found in S.L. 2021-180, Section 5.2; 5.3; and 40.8 as amended by S.L. 2021-189.

The RECIPIENT shall ensure:

a. Funds are used for nonsectarian, nonreligious purposes only.
b. No more than $120,000 in State funds, including any interest earnings accuing from those funds, may be used for the annual salary of any individual employee of a nonprofit organization.

c. Interest earnings on funds shall be used for the same purposes for which the grant was made.
d. Submission of quarterly reports on financial and performance progress. This shall include financial and performance progress of the RECIPIENT and all SUB-RECIPIENTS.
e. Compliance with 9 N.C.A.C. Subchapter 3M.0205.

Pursuant to G.S 143C-6-8, the RECIPIENT understands and agrees that funding shall be subject to the availability of appropriated funds. However, in the event of agreement termination due to lack of adequate appropriated funds, the AGENCY will ensure that it will pay for services and goods acquired and obligated on or before the notice of agreement termination.

3. AGENCY'S DUTIES & PAYMENT PROVISIONS:

The AGENCY shall ensure that funds allocated and disbursed pursuant to Session Law 2021-180, as amended by S.L. 2021-189, comply with the intent and guidance found in these Session Laws and ensure compliance with related state statutes and financial management standards.

The AGENCY is subject to the following requirements:

a. Upon execution of this contract and the RECIPIENT's submission of documents idenified in Section 2 of this contract, the AGENCY shall pay the RECIPIENT the full amount as identified in the scope of work within 30 days.
b. Develop RECIPIENT quarterly financial and performance reporting document that shall incorporate the requirements of 9 N.C.A.C. Subchapter 3M.0205 and require the RECIPIENT to:
    i. Certify that funds received or held were used for the intented purpose.
    ii. Provide an accounting for funds received, interest earned, funds expended.
    iii. Provide activities, accomplishments and performance measures.
    iv. Provide a list of employees and the amount of State funds used for the employee's annual salary.
    v. Provide supporting invoices, contracts, payroll information or other documents to support expenditures.
c. Provide a secure method for submitting financial and performance reports.
d. Conduct financial and performance monitoring until the contract is completed.
e. Extend the term of this contract, if necessary, as funds will not revert until expended or the particular project has been completed for SCIF Grants.

4. FUNDS MANAGEMENT:

The RECIPIENT agrees that funds paid through this contract shall be subject to the following:

a. Accounted for in a separate fund and accounting structure within the RECIPIENT's central accounting and / or grant management system. This shall include accounting for interest earned on these funds.
b. All accounts payable disbursements, check register disbursements and related transactions shall be managed in a detailed manner that supports fully transparent accounting of all financial transactions associated with this funding allocations described in Section 3 above.
c. Expenditures for travel mileage, meals, lodging and other travel expenses incurred in the performance of this Contract shall be reasonable and supported by documentation. State rates should be used as guidelines. International travel shall not be eligible under this Contract.

d. If eligible, the RECIPIENT and all subrecipients shall:
   i. Request from the North Carolina Department of Revenue a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to N.C.G.S. 105-164.14; and
   ii. Exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their quarterly project status reports.

5. POST-GRANT AWARD DOCUMENTATION REQUIREMENTS:

The RECIPIENT agrees to submit the required quarterly report on or before the 10th day following the end of each quarter. The first report is due on or before April 10, 2022 to the AGENCY. The AGENCY shall provide the format and method for reporting. All reports and supporting documents shall include the RECIPIENT and all SUB-RECIPIENT information and shall be submitted as prescribed the the AGENCY.

RECIPIENT and any SUB-RECIPIENTS agree that all program activity results information reported shall be subject to review and authentication as described in Paragraph 7 and RECIPIENT will provide access to work papers, receipts, invoices and reporting records, if requested by the AGENCY, as the AGENCY executes any monitoring or internal audit responsibilities.

RECIPIENTS and SUB-RECIPIENTS receiving $500,000 or more shall have a single or program-specific audit prepared and completed in accordance with Generally Accepted Government Auditing Standards, also known as the Yellow Book. The audit report must be provide to the AGENCY no later than nine months after the end of the RECIPIENTS fiscal year. This report shall be submitted as prescribed by the AGENCY. The cost of an audit conducted in conformance with the Yellow Book is an allowable cost for this grant.

6. AGREEMENT ADMINISTRATORS:

All notices permitted or required to be given by one Party to the other and all questions about the Agreement from one Party to the other shall be addressed and delivered to the other Party's Agreement Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial Agreement Administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Agreement Administrator by giving timely written notice to the other Party.

RECIPIENT and AGENCY Point of Contact	
RECIPIENT Contract Administrator	AGENCY Contract Administrator
Name: C.C. Winslow Email: cc@nccivilwarcenter.org Fiscal year end MONTH: June	Bessie D'Souza NC Office of State Budget and Management 116 West Jones Street, 5th Floor Raleigh, NC 27603 Direct Phone: 984-236-0600 Email: SCIFGrantsNC@osbm.nc.gov

7. MONITORING AND AUDITING:

The RECIPIENT acknowledges and agrees that, from and after the date of execution of this Agreement and for five (5) years following its termination, the books, records, documents and facilities of the RECIPIENT are subject to being audited, inspected and monitored at any time by the AGENCY upon its request (whether in writing or otherwise). The RECIPIENT further agrees to provide AGENCY staff and staff of the Office of State Auditor with access to financial and accounting records to support internal audit, financial reporting and related requirements.

The RECIPIENT acknowledges and agrees that, regarding the grant funds, it will be subject to the audit and reporting requirements prescribed in G.S. 159-34, Local Government Finance Act – Annual Independent Audit, rules and regulations. Such audit and reporting requirements may vary depending upon the amount and source of grant funding received by the RECIPIENT and are subject to change.

8. TAXES:

The RECIPIENT shall be considered to be an independent RECIPIENT and as such shall be responsible for all taxes. The RECIPIENT agrees to provide the AGENCY with the RECIPIENT'S correct taxpayer identification number upon the execution of this Agreement. The RECIPIENT agrees that failure to provide the AGENCY with a correct taxpayer identification number authorizes the AGENCY to withhold any amount due and payable under this Agreement.

9. SITUS:

This Agreement shall be governed by the laws of North Carolina and any claim for breach or enforcement of this Agreement shall be filed in State court in Wake County, North Carolina.

10. COMPLIANCE WITH LAW:

The RECIPIENT shall remain an independent RECIPIENT and as such shall be wholly responsible for the scope of work to be performed under this Agreement and for the supervision of his employees and assistants. The RECIPIENT represents that it has, or will secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with the AGENCY. The RECIPIENT shall be responsible for compliance with all laws, ordinances, codes, rules, regulations, licensing requirements and other regulatory matters that are applicable to the conduct of his business and work performance under this Agreement, including those of Federal, State, and local agencies having appropriate jurisdiction.

The Recipient acknowledges and agrees that, in its conduct under this Contract and in connection with any and all expenditures of grant funds made by it, it shall comply with the cost principles enunciated in the Code of Federal Regulations, 2 CFR, Part 200. The Recipient further acknowledges and agrees that, if it grants any of the grant funds awarded hereunder to one or more sub-recipients or sub-sub-recipients, the Recipient shall, by contract, ensure that said cost principles are made applicable to and binding upon any and all such sub-recipients, sub-sub-recipients, etc. in their handling, use and expenditure of the funds awarded to the Recipient hereunder.

11. TERMINATION OF AGREEMENT:

This agreement may be terminated by mutual consent upon sixty (60) days written notice to the other party, or as otherwise provided by law. As soon as reasonably possible following termination of this agreement, the amount of any residual unexpended funds shall be transferred to the AGENCY.

12. AMENDMENTS:

This Agreement may be amended in writing which documents approval of changes by both the AGENCY and the RECIPIENT.

13. AGREEMENT CLOSE-OUT PROCESS:

The RECIPIENT agrees to submit to the AGENCY a complete performance and expenditure status report (final quarterly report) within ninety (90) days after the completion of the project or final expenditure date, whichever is later. Unexpended funds should be promptly returned to the AGENCY at this time.

RECIPIENT will be deemed noncompliant if its final report is not submitted within the 90-day period stated above. Once the complete final performance and financial status report package has been received and evaluated by the AGENCY, the RECIPIENT will receive official notification of agreement close-out. The letter will inform the RECIPIENT that the AGENCY is officially closing the agreement and retaining all agreement files and related material for a period of five (5) years or until all audit exceptions have been resolved, whichever is longer.

14. AUTHORIZED SIGNATURE WARRANTY:

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement. **In Witness Whereof,** the RECIPIENT and the AGENCY have executed this Agreement in duplicate originals, with one original being retained by each party.

RECIPIENT NAME

DocuSigned by:
John McDonald Healy
1F2687E90A22413...

2/18/2022

Signature | Date

John McDonald Healy | Chair of the Foundation Board of Directors

Printed Name | Title

NC OFFICE OF STATE BUDGET AND MANAGEMENT

DocuSigned by:
Charles Perusse
A91849C26EA5418...

2/18/2022

Signature Date

Charles Perusse

State Budget Director

Printed Name Title

HISTORY CENTER on the Civil War, Emancipation & Reconstruction

TO: Board of Commissioners, Cumberland County

FROM: John M. "Mac" Healy, Chair/President, NC History Center

SUBJECT: Request for funds

DATE: May 9, 2025

Dear Commissioners:

We want to again thank the County Commissioners for their support for the NC History Center on the Civil War, Emancipation & Reconstruction. We have made great progress since September 8, 2022 when you approved your original 2017 commitment of $7,500,000.00 for the Center. Your commitment made it possible for us to garner support from the State of North Carolina, the City of Fayetteville, and many friends and foundations.

My purpose for writing today is to request a release of these funds so that we can move ahead in the next few months with construction of the main building.

Please let us know what paperwork you may need to move forward.

Thank you for all you do.

Cc: Rick Moorefield, Cumberland County Attorney
Mary Lynn Bryan, Vice Chair, NC History Center
Tim Richardson, Treasurer, NC History Center

Post Office Box 53865 ★ Fayetteville, NC 28305 ★ Phone 910.824.7360
The North Carolina History Center on the CIVIL WAR, EMANCIPATION & RECONSTRUCTION
Division of State History Museums, Office of Archives & History
North Carolina Department of Natural and Cultural Resources

Cumberland County Board of Commissioners
Project Ordinance

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

Section 1. This ordinance is to establish a budget for the $7,500,000 in funds allocated to the North Carolina Civil War & Reconstruction Center Foundation, name changed December 29, 2022, to NC History Center on the Civil War, Emancipation & Reconstruction Foundation (the "Foundation"). The project is the construction of a museum designated as the North Carolina History Center on the Civil War, Emancipation & Reconstruction on the site of the former federal arsenal in Fayetteville. The distribution of these funds shall be pursuant to the contract with the Foundation approved with this ordinance. Distributions to the Foundation may occur in fiscal years 2026-2028, and the amount distributed by year will vary.

Section 2. The revenue to finance the project is held in the Preliminary Capital Category of the Capital Investment Fund in the county's FY26 budget in the full amount of $7,500,000.

Section 3. The distribution of these funds shall be pursuant to the contract with the Foundation approved with this ordinance. Distributions to the Foundation may occur in fiscal years 2026-2028, and the amount distributed by year will vary.

Section 4. The Finance Director is hereby directed to maintain sufficient accounting records to track the distributions and expenditures of the funds and to report the financial status of the project to the governing board at the end of each fiscal year.

Section 5. Within five days after adoption, copies of this ordinance shall be filed with the Finance Officer, Budget Officer, and Clerk to the Board, to be kept on file by them for their direction in the disbursement of County funds for this project.

Section 7. This grant project ordinance shall expire on June 30, 2028, or when the funds have been fully distributed and expended by the County, whichever occurs sooner.

Adopted this_____day of August, 2025.

Cumberland County Board of Commissioners
By:
_____
Kirk deViere, Chairman

Attest:

_____
Andrea Tebbe, Clerk to the Board

FINANCE DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF AUGUST 25, 2025

TO: **BOARD OF COUNTY COMMISSIONERS**

FROM: **ROBIN M KOONCE**

DATE: **8/18/2025**

SUBJECT: APPROVAL TO PAY PRIOR YEAR INVOICES

BACKGROUND

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

Department: Social Services
Vendor: First Net/AT&T
Date: June 9, 2024
Amount: $52,449.95

Department: Engineering
Vendor: Johnson Controls
Date: April 30, 2025
Amount: $18,980.00

Department: Soil and Water
Vendor: Staples
Dates: June 13, 14, and 27, 2024
Amount: $706.68

Department: Governing Body
Vendor: Cumberland County Print Shop

Dates: December 31, 2022; January 11, September 2, December 31, 2024
Amount: $102.25

RECOMMENDATION / PROPOSED ACTION

Requesting approval to pay prior year invoices for Social Services totaling $52,449.95, Engineering for $18,980.00, Soil and Water for $706.68, and the Governing Body for $102.25.

ATTACHMENTS:

Description	Type
Prior Year Invoice - Social Services	Backup Material
Prior Year Invoice - Engineering	Backup Material
Prior Year Invoice - Soil and Water	Backup Material
Prior Year Invoice - Governing Body	Backup Material

Brenda Reid Jackson
Director

Dawn Oxendine
Assistant Director
Legal Services

Donnie Perry
Division Director
Business Operations

CUMBERLAND COUNTY
NORTH CAROLINA
Department of Social Services

Kristin Bonoyer
Assistant Director
Social Work Services

Vivian Tookes
Assistant Director
Economic Services

Heike Hammer
Division Chief
Performance Management

MEMORANDUM

To: Robin Deaver, Finance Director

Thru: Brenda Jackson, Director

Thru: Donnie Perry, Business Operations Division Director
Melinda Murray, Business Officer II – Business Operations

From: Shamona Ross, Accounting Specialist I
Terika Turner, Accounting Technician IV

Date: June 10, 2025

Subject: Request To Pay Prior Year (Fy 24) Invoices – First Net/AT&T Mobility

We are requesting approval of the attached prior year invoice which were questionable, and dispute of the bill was resolved by County ITS who worked with the vendor after the deadline for Fiscal Year 2024 invoices.

Validation Statement: We have validated air card charges through County ITS for the invoice attached. We are working with County ITS regarding charges related to services for inventoried and non-inventoried equipment.

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

Measures of Prevention: Continue to work with County ITS who is working directly with the vendor to validate the inventory related to air cards. County ITS and DSS will develop an internal protocol for validating service delivery, processing payments and resolving discrepancies. We have also strengthened additional tracking measures to easily identify when recurring vendor invoices have not been submitted. Invoices that are received electronically are now sent to a shared finance email address.

Attachments

Cc: File
Jonathan Mitchell, CCDSS IT Liaison

CUMBERLAND COUNTY DEPARTMENT of SOCIAL SERVICES

Prior Fiscal Year Invoices Presented for Payment

VENDOR NAME	INVOICE NUMBER	DOLLAR AMOUNT	REASON INVOICE IS LATE	IMPACT TO CURRENT FISCAL YEAR BUDGET
AT&T Mobility (First Net) Vendor # 2824	287284502 44X06172024	$52,449.95	Recently gained access to view invoices online. Invoices were previously emailed directly to an employee that is no longer with the agency.	CAN BE ASBORBED INTO THE BUDGET

TOTAL: $52.449.95

FIRSTNET
Built with AT&T

CUMBERLAND COUNTY DEPARTMENT OF SOCIAL S
ATTN: CUMBERLAND COUNTY DSS
1225 RAMSEY ST
FAYETTEVILLE, NC 28301-4401

Issue Date: Jun 09, 2024
Account Number: 287284502444
Foundation Account: 08095559
Invoice: 287284502444X06172024

AutoPay: Set up automatic payments that you can update whenever you want. Go to firstnetcentral.firstnet.com today.

Total due
$52,449.95

Due immediately: $39,337.50
Due Jul 04, 2024: $13,112.45

Account summary

Your last bill	$39,337.50
Past due - please pay immediately	$39,337.50

Service summary

Wireless	Page 2	$13,112.45
Total services - due Jul 04, 2024		$13,112.45

Total due **$52,449.95**

Ways to pay and manage your account:

firstnetcentral.firstnet.com
Call 611 from FirstNet device
800.574.7000
TTY: 866.241.6567
from any other phone

Return this portion with your check in the enclosed envelope. Payments may take 7 days to post.

FIRSTNET
Built with AT&T

CUMBERLAND COUNTY DEPARTMENT OF SOCIAL S
ATTN: CUMBERLAND COUNTY DSS
1225 RAMSEY ST
FAYETTEVILLE, NC 28301-4401

☐ CHECK FOR AUTOPAY
(SEE REVERSE)

Total due: $52,449.95
Due immediately: $39,337.50 Due Jul 04, 2024: $13,112.45

Account number: 287284502444
Please include account number on your check

Make check payable to:

AT&T MOBILITY
PO Box 6463
Carol Stream, IL 60197-6463

9990028728450244400000001311245000052449950 09

Service activity

Wireless

Number	User	Page	Monthly charges	Company fees & surcharges	Government fees & taxes	Total
910.364.2815	A A	11	$36.80	$1.25	-	$38.05
910.364.5113	A A	13	$36.80	$1.25	-	$38.05
910.429.4734	A A	15	$36.80	$1.25	-	$38.05
910.429.6727	A A	17	$36.80	$1.25	-	$38.05
910.494.2152	SHANTA WRIGHT	19	$36.80	$1.25	-	$38.05
910.494.3879	MARLISA AVERY	21	$36.80	$1.25	-	$38.05
910.494.4373	21 CUMBERLAND COUNTY	23	$36.80	$1.25	-	$38.05
910.494.5633	BRENDA JACKSON	25	$36.80	$1.25	-	$38.05
910.494.5965	ADRIAN MCLAWHORN	27	$36.80	$1.25	-	$38.05
910.494.7440	JONI PERRY	29	$36.80	$1.25	-	$38.05
910.494.7565	PRISCILLA WEBB	31	$36.80	$1.25	-	$38.05
910.494.8508	APRIL LEGGETT	33	$36.80	$1.25	-	$38.05
910.494.8964	AIRCARD CUMBERLAND COUNTY DE...	35	$36.80	$1.25	-	$38.05
910.495.3305	LAKEYA LOVE	37	$36.80	$1.25	-	$38.05
910.495.3502	TONIA JONES HIGHTOWER	39	$36.80	$1.25	-	$38.05
910.495.4546	TIFFANY OSET	41	$36.80	$1.25	-	$38.05
910.495.5246	BRANDEN PARKS	43	$36.80	$1.25	-	$38.05
910.495.5601	CARLETTA DAVIS	45	$36.80	$1.25	-	$38.05
910.495.6294	DENISE ROSE	47	$36.80	$1.25	-	$38.05
910.496.5279	A A	49	$36.80	$1.25	-	$38.05
910.496.5435	KAREN PETERSON	51	$36.80	$1.25	-	$38.05
910.496.5907	SANEEKIA MARTINEZ	53	$36.80	$1.25	-	$38.05
910.496.6376	TIFFANY FORD	55	$36.80	$1.25	-	$38.05
910.568.2357	RONNETHA BALDWIN	57	$36.80	$1.25	-	$38.05
910.568.2409	NICHOLE SCHNEIDER	59	$36.80	$1.25	-	$38.05
910.568.2553	LEE AUDREY ARMISTAD	61	$36.80	$1.25	-	$38.05
910.568.6404	FREDDIE HARRIS	63	$36.80	$1.25	-	$38.05
910.568.7408	LUCY HUDSON	65	$36.80	$1.25	-	$38.05
910.568.8589	LATOYA FISHER	67	$36.80	$1.25	-	$38.05
910.574.3733	A A	69	$36.80	$1.25	-	$38.05
910.574.4104	SHELLY DAWSON-WILLIAMS	71	$36.80	$1.25	-	$38.05
910.578.0280	CHERYL CAMPBELL	73	$36.80	$1.25	-	$38.05
910.578.3061	ALFRED SPAIN	75	$36.80	$1.25	-	$38.05
910.578.4594	MICHAEL TREADWELL	77	$36.80	$1.25	-	$38.05
910.578.6476	LOLITHA WILLIAMS	79	$36.80	$1.25	-	$38.05

Wireless continues...

AutoPay enrollment

If I enroll in AutoPay, I authorize AT&T to pay my bill monthly by electronically deducting money from my bank account. I can cancel authorization by notifying AT&T at firstnetcentral.firstnet.com or by calling the customer care number listed on my bill. Your enrollment could take 1-2 billing cycles for AutoPay to take effect. Continue to submit payment until page one of your invoice reflects that AutoPay has been scheduled.

Bank Account Holder Signature: _____

Date: _____

...Wireless continued

Number	User	Page	Monthly charges	Company fees & surcharges	Government fees & taxes	Total
910.578.7858	ALAN RUIZ	81	$36.80	$1.25	-	$38.05
910.578.7897	DIANA MORALES	83	$36.80	$1.25	-	$38.05
910.578.9397	A A	85	$36.80	$1.25	-	$38.05
910.584.1236	SHARONDA MCLEAN	87	$36.80	$1.25	-	$38.05
910.584.1596	LALITA BEVERLY	89	$36.80	$1.25	-	$38.05
910.584.2175	MALCAYLA EURE	91	$36.80	$1.25	-	$38.05
910.584.2812	ANNE SALEEBY	93	$36.80	$1.25	-	$38.05
910.584.3316	STEPHANIE HUEY	95	$36.80	$1.25	-	$38.05
910.584.3434	WENDY SPRUILL	97	$36.80	$1.25	-	$38.05
910.584.3514	SHEMIKA JOHNSON	99	$36.80	$1.25	-	$38.05
910.584.4323	A A	101	$36.80	$1.25	-	$38.05
910.584.7885	JANA CARTER	103	$36.80	$1.25	-	$38.05
910.584.8602	A A	105	$36.80	$1.25	-	$38.05
910.584.9419	A A	107	$36.80	$1.25	-	$38.05
910.584.9428	A A	109	$36.80	$1.25	-	$38.05
910.584.9560	A A	111	$36.80	$1.25	-	$38.05
910.584.9568	A A	113	$36.80	$1.25	-	$38.05
910.584.9711	A A	115	$36.80	$1.25	-	$38.05
910.584.9767	A A	117	$36.80	$1.25	-	$38.05
910.584.9777	A A	119	$36.80	$1.25	-	$38.05
910.584.9803	A A	121	$36.80	$1.25	-	$38.05
910.584.9814	A A	123	$36.80	$1.25	-	$38.05
910.584.9820	A A	125	$36.80	$1.25	-	$38.05
910.584.9858	JESSICA SUTTON	127	$36.80	$1.25	-	$38.05
910.600.2266	BRANDY BRIZA	129	$36.80	$1.25	-	$38.05
910.600.2441	CUMBERLAND COUNTY DEPARTMENT...	131	$36.80	$1.25	-	$38.05
910.600.2443	CUMBERLAND COUNTY DEPARTMENT...	133	$36.80	$1.25	-	$38.05
910.600.2623	A A	135	$36.80	$1.25	-	$38.05
910.600.3981	CUMBERLAND COUNTY DEPARTMENT...	137	$36.80	$1.25	-	$38.05
910.600.3982	CUMBERLAND COUNTY DEPARTMENT...	139	$39.99	$1.85	$0.86	$42.70
910.600.3983	DEIRDRE WELLS	141	$36.80	$1.25	-	$38.05
910.600.3987	CUMBERLAND COUNTY DEPARTMENT...	143	$39.99	$1.85	$0.86	$42.70
910.600.3988	CUMBERLAND COUNTY DEPARTMENT...	145	$39.99	$1.85	$0.86	$42.70
910.600.3990	CUMBERLAND COUNTY DEPARTMENT...	147	$36.80	$1.25	-	$38.05
910.644.2309	A A	149	$36.80	$1.25	-	$38.05
910.644.2523	A A	151	$36.80	$1.25	-	$38.05
910.644.2533	TARA WHYTE- WILLIAMS	153	$36.80	$1.25	-	$38.05
910.644.2792	NICOLE JONES	155	$36.80	$1.25	-	$38.05
910.644.3166	FRANCIS JACKSON	157	$36.80	$1.25	-	$38.05
910.644.3546	KANISHA MCCRAY	159	$36.80	$1.25	-	$38.05
910.644.3563	CUMBERLAND COUNTY DEPARTMENT...	161	$39.99	$1.85	$0.86	$42.70
910.644.3578	CUMBERLAND COUNTY DEPARTMENT...	163	$36.80	$1.25	-	$38.05
910.644.3611	SAMANTHA AULTMAN	165	$36.80	$1.25	-	$38.05

Wireless continues...

...Wireless continued

Number	*User*	*Page*	Monthly charges	Company fees & surcharges	Government fees & taxes	Total
910.644.3643	CUMBERLAND COUNTY DEPARTMENT...	*167*	$39.99	$1.85	$0.86	$42.70
910.644.3811	AMIRAH CLAIBORNE	*169*	$36.80	$1.25	-	$38.05
910.644.3843	A A	*171*	$36.80	$1.25	-	$38.05
910.644.3861	A A	*173*	$36.80	$1.25	-	$38.05
910.644.3921	HEATHER ROYER	*175*	$36.80	$1.25	-	$38.05
910.644.4192	CRYSTAL JACKSON	*177*	$36.80	$1.25	-	$38.05
910.644.4728	A A	*179*	$36.80	$1.25	-	$38.05
910.644.4803	A A	*181*	$36.80	$1.25	-	$38.05
910.644.5170	EVELYN JIMENEZ-DELGADO	*183*	$36.80	$1.25	-	$38.05
910.644.5218	MICHAEL SAUNDERS	*185*	$36.80	$1.25	-	$38.05
910.644.5354	ANDREA RAYNER	*187*	$36.80	$1.25	-	$38.05
910.644.5394	A A	*189*	$36.80	$1.25	-	$38.05
910.644.5465	A A	*191*	$36.80	$1.25	-	$38.05
910.644.5573	A A	*193*	$36.80	$1.25	-	$38.05
910.644.5612	VONDA MULLINO	*195*	$36.80	$1.25	-	$38.05
910.644.5736	KIRA MCNEILL	*197*	$36.80	$1.25	-	$38.05
910.644.6072	A A	*199*	$36.80	$1.25	-	$38.05
910.644.6181	ASHLYN FRANCIS	*201*	$36.80	$1.25	-	$38.05
910.644.6423	A A	*203*	$36.80	$1.25	-	$38.05
910.644.6587	ARTISHA ANDERSON-ELLIOTT	*205*	$36.80	$1.25	-	$38.05
910.644.6910	A A	*207*	$36.80	$1.25	-	$38.05
910.644.7031	A A	*209*	$36.80	$1.25	-	$38.05
910.644.7073	LYNETTE WILSON	*211*	$36.80	$1.25	-	$38.05
910.644.7406	A A	*213*	$36.80	$1.25	-	$38.05
910.644.7593	JESSICA CARTER	*215*	$36.80	$1.25	-	$38.05
910.644.7626	ALISSA BRASHEAR	*217*	$36.80	$1.25	-	$38.05
910.644.7657	SHANNON WILSON	*219*	$36.80	$1.25	-	$38.05
910.644.8459	JAMILA MCCOLLUM	*221*	$36.80	$1.25	-	$38.05
910.644.8772	KAREN HILL	*223*	$36.80	$1.25	-	$38.05
910.644.8827	AMY WHITE	*225*	$36.80	$1.25	-	$38.05
910.689.3020	TANISHA SINGLETARY	*227*	$36.80	$1.25	-	$38.05
910.689.3896	JAKIA SHAW	*229*	$36.80	$1.25	-	$38.05
910.689.4088	ADRIAN BLACK	*231*	$36.80	$1.25	-	$38.05
910.689.4263	IDA JOHNSON	*233*	$36.80	$1.25	-	$38.05
910.689.4433	A A	*235*	$36.80	$1.25	-	$38.05
910.689.4452	STANESHA WELFORD	*237*	$36.80	$1.25	-	$38.05
910.689.4931	MICHELLE LEE	*239*	$36.80	$1.25	-	$38.05
910.689.5197	ALEXIS LETT	*241*	$36.80	$1.25	-	$38.05
910.689.5461	JESSICA PATTERSON	*243*	$36.80	$1.25	-	$38.05
910.689.5769	A A	*245*	$36.80	$1.25	-	$38.05
910.689.5879	CINDY BURRELL	*247*	$36.80	$1.25	-	$38.05

Wireless continues...

...Wireless continued

Number	User	Page	Monthly charges	Company fees & surcharges	Government fees & taxes	Total
910.689.6112	A A	249	$36.80	$1.25	-	$38.05
910.689.6827	A A	251	$36.80	$1.25	-	$38.05
910.689.7158	MORRIS JACQUELINE	253	$36.80	$1.25	-	$38.05
910.689.7649	A A	255	$36.80	$1.25	-	$38.05
910.689.7811	A A	257	$36.80	$1.25	-	$38.05
910.689.7938	A A	259	$36.80	$1.25	-	$38.05
910.689.8006	A A	261	$36.80	$1.25	-	$38.05
910.689.8491	JACQUELINE ANDERSON	263	$36.80	$1.25	-	$38.05
910.689.8698	DEBRA STUART	265	$36.80	$1.25	-	$38.05
910.728.0097	A A	267	$36.80	$1.25	-	$38.05
910.728.0463	A A	269	$36.80	$1.25	-	$38.05
910.728.1320	FELICIA GOODMAN	271	$36.80	$1.25	-	$38.05
910.728.1767	NAKACHIA DANIELS	273	$36.80	$1.25	-	$38.05
910.728.1900	A A	275	$36.80	$1.25	-	$38.05
910.728.2004	DENISE SCHUNK	277	$36.80	$1.25	-	$38.05
910.728.2677	AALIYAH MARTINEZ	279	$36.80	$1.25	-	$38.05
910.728.2867	A A	281	$36.80	$1.25	-	$38.05
910.728.3384	A A	283	$36.80	$1.25	-	$38.05
910.728.3400	A A	285	$36.80	$1.25	-	$38.05
910.728.3554	A A	287	$36.80	$1.25	-	$38.05
910.728.5389	TYISHA MCLAUGHLIN	289	$36.80	$1.25	-	$38.05
910.728.5548	DANA HARRIS	291	$36.80	$1.25	-	$38.05
910.728.5684	A A	293	$36.80	$1.25	-	$38.05
910.728.6456	A A	295	$36.80	$1.25	-	$38.05
910.728.6494	ERICA BULLARD-WALKER	297	$36.80	$1.25	-	$38.05
910.728.6733	A A	299	$36.80	$1.25	-	$38.05
910.728.6982	A A	301	$36.80	$1.25	-	$38.05
910.728.7322	LAURA HENRY	303	$36.80	$1.25	-	$38.05
910.728.7645	A A	305	$36.80	$1.25	-	$38.05
910.728.8374	A A	307	$36.80	$1.25	-	$38.05
910.728.8542	A A	309	$36.80	$1.25	-	$38.05
910.728.9613	A A	311	$36.80	$1.25	-	$38.05
910.806.4004	OCIO LUTENBACHER	313	$36.80	$1.25	-	$38.05
910.806.4005	ISABEL BELEN-COPPIN	315	$36.80	$1.25	-	$38.05
910.806.4006	MELVIN ROACH	317	$36.80	$1.25	-	$38.05
910.806.4017	DEANNA CANDELARIA	319	$36.80	$1.25	-	$38.05
910.806.4023	SHARON PURCELL	321	$36.80	$1.25	-	$38.05
910.806.4035	ROENITHA MCGILL	323	$36.80	$1.25	-	$38.05
910.806.4039	DAPHNE HARRIS	325	$36.80	$1.25	-	$38.05
910.806.4133	STACY BURNEY-JONES	327	$36.80	$1.25	-	$38.05
910.806.4513	BRITTANY GLEAVES	329	$36.80	$1.25	-	$38.05
910.806.4736	LISA RICE	331	$36.80	$1.25	-	$38.05
910.806.5126	LONDREA GALBREATH	333	$36.80	$1.25	-	$38.05

Wireless continues...

...Wireless continued

Number	User	Page	Monthly charges	Company fees & surcharges	Government fees & taxes	Total
910.806.5138	JEFFEREY WILSON	335	$36.80	$1.25	-	$38.05
910.806.5139	JONI UNDERWOOD	337	$36.80	$1.25	-	$38.05
910.806.5140	KEISHA JACOBS-JONES	339	$36.80	$1.25	-	$38.05
910.806.5144	DEBBIE GEAR	341	$36.80	$1.25	-	$38.05
910.806.5145	SAMISHA ROSE	343	$36.80	$1.25	-	$38.05
910.806.5146	CRYSTAL BERNARD	345	$36.80	$1.25	-	$38.05
910.806.5672	DANA DAVIS	347	$36.80	$1.25	-	$38.05
910.806.5673	MONIQUE ROBESON	349	$36.80	$1.25	-	$38.05
910.806.5674	DESIREE LOUVIERRE	351	$36.80	$1.25	-	$38.05
910.806.5689	MONIQUE BAKER	353	$36.80	$1.25	-	$38.05
910.806.5690	LORETTA BASKETT	355	$36.80	$1.25	-	$38.05
910.806.5691	KESHA NEELY	357	$36.80	$1.25	-	$38.05
910.806.5692	PATRICE POWELL	359	$36.80	$1.25	-	$38.05
910.806.5693	PAULA MATHIS	361	$36.80	$1.25	-	$38.05
910.806.5697	BRIDGETT AUTRY	363	$36.80	$1.25	-	$38.05
910.806.5698	TAMICA LYONS	365	$36.80	$1.25	-	$38.05
910.806.5713	STACI SANSONE	367	$36.80	$1.25	-	$38.05
910.806.5714	BLACKBURN PENNY	369	$36.80	$1.25	-	$38.05
910.806.5715	KRISTIN BONOYER	371	$36.80	$1.25	-	$38.05
910.806.5716	LATASHA CRUTCHER-MURPHY	373	$36.80	$1.25	-	$38.05
910.806.5717	MARIANNE HALL	375	$36.80	$1.25	-	$38.05
910.806.5718	TANASIA CALDWELL	377	$36.80	$1.25	-	$38.05
910.806.5723	ANNTONIETTE WRIGHT-HARRIS	379	$36.80	$1.25	-	$38.05
910.806.5724	VANNA CUMMINGS	381	$36.80	$1.25	-	$38.05
910.806.5726	MEGAN PHILLIPS	383	$36.80	$1.25	-	$38.05
910.806.5727	CLAUDETTE CULVIN	385	$36.80	$1.25	-	$38.05
910.806.5729	LATASHA WEST	387	$36.80	$1.25	-	$38.05
910.806.5978	BRITTANY BORDERS	389	$36.80	$1.25	-	$38.05
910.806.5979	DOROTHY GADDY	391	$36.80	$1.25	-	$38.05
910.806.5981	BRIANA TROY	393	$36.80	$1.25	-	$38.05
910.806.5982	MARIELI MARTINEZ-ORTIZ	395	$36.80	$1.25	-	$38.05
910.806.5983	MAKKITA MCKOY	397	$36.80	$1.25	-	$38.05
910.806.5988	BRITTANY PRESTON	399	$36.80	$1.25	-	$38.05
910.806.5989	RACHEL KEELS	401	$36.80	$1.25	-	$38.05
910.806.5990	DARCY TERAN	403	$36.80	$1.25	-	$38.05
910.806.5991	TOBY FOSTER	405	$36.80	$1.25	-	$38.05
910.806.5992	KAREN RICHMOND	407	$36.80	$1.25	-	$38.05
910.806.5993	KATHLEEN SPELL	409	$36.80	$1.25	-	$38.05
910.806.5994	TONYA BURNS	411	$36.80	$1.25	-	$38.05
910.806.5996	DESIREE GOLPHIN	413	$36.80	$1.25	-	$38.05
910.806.7053	CATHERINE SPEARS	415	$36.80	$1.25	-	$38.05

Wireless continues...

...Wireless continued

Number	*User*	*Page*	Monthly charges	Company fees & surcharges	Government fees & taxes	Total
910.813.6273	A A	*417*	$36.80	$1.25	-	$38.05
910.813.6778	EBONY ALFORD	*419*	$36.80	$1.25	-	$38.05
910.813.6817	A A	*421*	$36.80	$1.25	-	$38.05
910.813.6906	A A	*423*	$36.80	$1.25	-	$38.05
910.813.7078	A A	*425*	$36.80	$1.25	-	$38.05
910.813.7165	DONNISHA MOSTELLA	*427*	$36.80	$1.25	-	$38.05
910.813.8193	MARY MCCOY	*429*	$36.80	$1.25	-	$38.05
910.813.8317	KAYLA SEGERS	*431*	$36.80	$1.25	-	$38.05
910.813.8362	NATHALIE MEDINA	*433*	$36.80	$1.25	-	$38.05
910.813.8378	SHARON CRAWFORD	*435*	$36.80	$1.25	-	$38.05
910.813.8437	NATASHA TOMLINSON	*437*	$36.80	$1.25	-	$38.05
910.813.8458	HEATHER CAMERON	*439*	$36.80	$1.25	-	$38.05
910.813.8459	PRISCILLA WEBB	*441*	$36.80	$1.25	-	$38.05
910.813.8470	CANDICE OJENI	*443*	$36.80	$1.25	-	$38.05
910.813.8489	LEKALE WEATHERS	*445*	$36.80	$1.25	-	$38.05
910.813.8490	TOMORROW MCKOY	*447*	$36.80	$1.25	-	$38.05
910.813.8496	TANNIA CASTRO	*449*	$36.80	$1.25	-	$38.05
910.813.9245	VERONICA HUDSON	*451*	$36.80	$1.25	-	$38.05
910.835.6148	A A	*453*	$36.80	$1.25	-	$38.05
910.835.6281	A A	*455*	$36.80	$1.25	-	$38.05
910.835.6397	THOMASINA CRISS	*457*	$36.80	$1.25	-	$38.05
910.835.7638	A A	*459*	$36.80	$1.25	-	$38.05
910.835.7723	A A	*461*	$36.80	$1.25	-	$38.05
910.849.8216	VIRGIE DEVANE-HAYES	*463*	$36.80	$1.25	-	$38.05
910.849.8272	DANIELLE FARRIOR	*465*	$36.80	$1.25	-	$38.05
910.849.8587	JENNIFER GATES	*467*	$36.80	$1.25	-	$38.05
910.853.1161	ANGELA WILLIAMS	*469*	$36.80	$1.25	-	$38.05
910.853.1206	ANGELA MCARTHUR	*471*	$36.80	$1.25	-	$38.05
910.853.1737	CYNTHIA TURNER	*473*	$36.80	$1.25	-	$38.05
910.853.2325	TOMMEKA LEWIN	*475*	$36.80	$1.25	-	$38.05
910.853.2352	ERICA BOOHER	*477*	$36.80	$1.25	-	$38.05
910.853.2522	MIRANDA WILSON	*479*	$36.80	$1.25	-	$38.05
910.853.2538	CECILLIA BRITO	*481*	$36.80	$1.25	-	$38.05
910.853.2564	STACY SHAFFER	*483*	$36.80	$1.25	-	$38.05
910.853.2640	ASHLEY NEWTON	*485*	$36.80	$1.25	-	$38.05
910.853.2721	LORI MCLAUCHLIN	*487*	$36.80	$1.25	-	$38.05
910.853.2792	LATANYA BURGAN	*489*	$36.80	$1.25	-	$38.05
910.853.2818	ERICA JACKSON	*491*	$36.80	$1.25	-	$38.05
910.853.2982	SHARON MCLEOD	*493*	$36.80	$1.25	-	$38.05
910.853.3574	A A	*495*	$36.80	$1.25	-	$38.05
910.853.3634	A A	*497*	$36.80	$1.25	-	$38.05
910.853.3703	MARIAH DAVIS	*499*	$36.80	$1.25	-	$38.05
910.853.3767	SHIRITA HAMILTON	*501*	$36.80	$1.25	-	$38.05

Wireless continues...

...Wireless continued

Number	*User*	*Page*	Monthly charges	Company fees & surcharges	Government fees & taxes	Total
910.853.3838	DELORIS LONG	*503*	$36.80	$1.25	-	$38.05
910.853.3892	CHRISTIE CAREY	*505*	$36.80	$1.25	-	$38.05
910.853.3974	STEFANIE HOLLAND	*507*	$36.80	$1.25	-	$38.05
910.853.4019	VERONICA LUCAS	*509*	$36.80	$1.25	-	$38.05
910.853.4461	LAQUESHA JOHNSON	*511*	$36.80	$1.25	-	$38.05
910.853.4582	A A	*513*	$36.80	$1.25	-	$38.05
910.853.4588	A A	*515*	$36.80	$1.25	-	$38.05
910.853.4641	TAMMY MARTIN	*517*	$36.80	$1.25	-	$38.05
910.853.4696	KENDRA JAMES	*519*	$36.80	$1.25	-	$38.05
910.853.4753	BABETTA JOHNSON	*521*	$36.80	$1.25	-	$38.05
910.853.5098	A A	*523*	$36.80	$1.25	-	$38.05
910.853.5253	A A	*525*	$36.80	$1.25	-	$38.05
910.920.5291	A A	*527*	$36.80	$1.25	-	$38.05
910.920.5403	A A	*529*	$36.80	$1.25	-	$38.05
910.920.7923	A A	*531*	$36.80	$1.25	-	$38.05
910.922.0509	A A	*533*	$36.80	$1.25	-	$38.05
910.922.0642	A A	*535*	$36.80	$1.25	-	$38.05
910.922.0732	A A	*537*	$36.80	$1.25	-	$38.05
910.922.3249	A A	*539*	$36.80	$1.25	-	$38.05
910.922.3701	A A	*541*	$36.80	$1.25	-	$38.05
910.922.4397	A A	*543*	$36.80	$1.25	-	$38.05
910.922.4670	A A	*545*	$36.80	$1.25	-	$38.05
910.922.4685	A A	*547*	$36.80	$1.25	-	$38.05
910.922.6530	A A	*549*	$36.80	$1.25	-	$38.05
910.922.6702	A A	*551*	$36.80	$1.25	-	$38.05
910.922.6777	A A	*553*	$36.80	$1.25	-	$38.05
910.922.6806	A A	*555*	$36.80	$1.25	-	$38.05
910.922.6831	A A	*557*	$36.80	$1.25	-	$38.05
910.922.6839	A A	*559*	$36.80	$1.25	-	$38.05
910.922.6906	A A	*561*	$36.80	$1.25	-	$38.05
910.922.6923	A A	*563*	$36.80	$1.25	-	$38.05
910.922.6959	A A	*565*	$36.80	$1.25	-	$38.05
910.922.6975	A A	*567*	$36.80	$1.25	-	$38.05
910.922.7049	A A	*569*	$36.80	$1.25	-	$38.05
910.922.7149	A A	*571*	$36.80	$1.25	-	$38.05
910.922.7187	A A	*573*	$36.80	$1.25	-	$38.05
910.922.7268	A A	*575*	$36.80	$1.25	-	$38.05
910.922.7320	A A	*577*	$36.80	$1.25	-	$38.05
910.922.7336	A A	*579*	$36.80	$1.25	-	$38.05
910.922.7390	A A	*581*	$36.80	$1.25	-	$38.05
910.922.7428	A A	*583*	$36.80	$1.25	-	$38.05

Wireless continues...

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Number	*User*	*Page*	Monthly charges	Company fees & surcharges	Government fees & taxes	Total
910.922.7429	A A	*585*	$36.80	$1.25	-	$38.05
910.922.7449	S S	*587*	$36.80	$1.25	-	$38.05
910.922.7504	A A	*589*	$36.80	$1.25	-	$38.05
910.922.7554	A A	*591*	$36.80	$1.25	-	$38.05
910.922.7559	A A	*593*	$36.80	$1.25	-	$38.05
910.922.7588	A A	*595*	$36.80	$1.25	-	$38.05
910.922.7607	A A	*597*	$36.80	$1.25	-	$38.05
910.922.7610	A A	*599*	$36.80	$1.25	-	$38.05
910.922.7636	A A	*601*	$36.80	$1.25	-	$38.05
910.922.7679	A A	*603*	$36.80	$1.25	-	$38.05
910.922.7718	A A	*605*	$36.80	$1.25	-	$38.05
910.922.7769	A A	*607*	$36.80	$1.25	-	$38.05
910.922.7790	A A	*609*	$36.80	$1.25	-	$38.05
910.922.7793	A A	*611*	$36.80	$1.25	-	$38.05
910.922.7804	A A	*613*	$36.80	$1.25	-	$38.05
910.922.7811	A A	*615*	$36.80	$1.25	-	$38.05
910.922.7823	A A	*617*	$36.80	$1.25	-	$38.05
910.922.7835	A A	*619*	$36.80	$1.25	-	$38.05
910.922.7846	A A	*621*	$36.80	$1.25	-	$38.05
910.922.7853	A A	*623*	$36.80	$1.25	-	$38.05
910.922.7859	A A	*625*	$36.80	$1.25	-	$38.05
910.922.7891	A A	*627*	$36.80	$1.25	-	$38.05
910.922.7905	A A	*629*	$36.80	$1.25	-	$38.05
910.922.7956	A A	*631*	$36.80	$1.25	-	$38.05
910.922.7975	A A	*633*	$36.80	$1.25	-	$38.05
910.922.7986	A A	*635*	$36.80	$1.25	-	$38.05
910.922.8024	A A	*637*	$36.80	$1.25	-	$38.05
910.922.8083	A A	*639*	$36.80	$1.25	-	$38.05
910.922.8098	A A	*641*	$36.80	$1.25	-	$38.05
910.922.8101	A A	*643*	$36.80	$1.25	-	$38.05
910.922.8106	A A	*645*	$36.80	$1.25	-	$38.05
910.922.8171	A A	*647*	$36.80	$1.25	-	$38.05
910.922.8196	A A	*649*	$36.80	$1.25	-	$38.05
910.922.8203	A A	*651*	$36.80	$1.25	-	$38.05
910.922.8204	A A	*653*	$36.80	$1.25	-	$38.05
910.922.8249	A A	*655*	$36.80	$1.25	-	$38.05
910.922.8257	A A	*657*	$36.80	$1.25	-	$38.05
910.922.8277	A A	*659*	$36.80	$1.25	-	$38.05
910.922.8292	A A	*661*	$36.80	$1.25	-	$38.05
910.922.8299	A A	*663*	$36.80	$1.25	-	$38.05
910.922.8307	A A	*665*	$36.80	$1.25	-	$38.05
910.922.8328	A A	*667*	$36.80	$1.25	-	$38.05
910.922.8331	A A	*669*	$36.80	$1.25	-	$38.05

Wireless continues...

...Wireless continued

Number	*User*	*Page*	Monthly charges	Company fees & surcharges	Government fees & taxes	Total
910.922.8335	A A	*671*	$36.80	$1.25	-	$38.05
910.922.8355	A A	*673*	$36.80	$1.25	-	$38.05
910.922.8361	A A	*675*	$36.80	$1.25	-	$38.05
910.922.8364	A A	*677*	$36.80	$1.25	-	$38.05
910.922.8403	A A	*679*	$36.80	$1.25	-	$38.05
910.922.8434	A A	*681*	$36.80	$1.25	-	$38.05
910.922.8446	A A	*683*	$36.80	$1.25	-	$38.05
910.922.8461	A A	*685*	$36.80	$1.25	-	$38.05
910.922.8475	A A	*687*	$36.80	$1.25	-	$38.05
910.922.8506	A A	*689*	$36.80	$1.25	-	$38.05
910.922.8590	A A	*691*	$36.80	$1.25	-	$38.05
910.922.8607	A A	*693*	$36.80	$1.25	-	$38.05
910.922.8635	A A	*695*	$36.80	$1.25	-	$38.05
910.922.8762	A A	*697*	$36.80	$1.25	-	$38.05
Total			$12,675.15	$433.00	$4.30	$13,112.45

Wireless continues...

CUMBERLAND
COUNTY
NORTH CAROLINA

Engineering Department

TO: Robin Deaver, Finance Director

FROM: Donna Rice, Engineering Project Manager DR

DATE: June 23, 2025

SUBJECT: Request to Pay Prior Year Invoice

We would like to request your favorable approval of payment to Johnson Controls in the amount of $18,980.00 per the attached invoice. This invoice is for an energy assessment Johnson Controls performed for the Crown Coliseum.

A quote was submitted to Jermaine Walker, Engineering & Infrastructure Director on November 3, 2023 with a not to exceed price of $25,000.00. A service agreement was drafted by the Engineering department and sent to the point of contact with Johnson Controls on November 16, 2023. No further transactions were completed on this project until a representative reached out last week on May 13, 2025 asking about payment status.

An email was sent that includes the invoice, a vendor signed service agreement and the energy audit. As there was discussion with the previous Engineering & Infrastructure Director and the audit has been performed and received by the Engineering office I feel this invoice is valid and should be paid.

The funding source for this request is 6004442-577021-25106 (Capital Outlay Other Improvements) and all invoices are within the budget for this project.

Thank you in advance for your favorable consideration of this request. If you have any questions or need any clarification on the information provided, please do not hesitate to contact me.

Donna Griffin Rice

From: Donna Griffin Rice
Sent: Thursday, May 22, 2025 12:06 PM
To: Robin Deaver; Jeremy Stefanko
Cc: Mary Felts; Debbie Horton
Subject: Re: Non-Compliance Memo

Good afternoon!

I figured you were going off the service period!

The information I received from the vendor was the audit was completed in February so I assume it was a year of observation. I do think they forgot to invoice us as the invoice was originally sent to Jermaine in May.

I'll get this updated and back over to you!

Thank you!

Donna

From: Robin Deaver <rdeaver@cumberlandcountync.gov>
Sent: Thursday, May 22, 2025 10:24:07 AM
To: Donna Griffin Rice <drice@cumberlandcountync.gov>; Jeremy Stefanko <jstefanko@cumberlandcountync.gov>
Cc: Mary Felts <mfelts@cumberlandcountync.gov>; Debbie Horton <dhorton@cumberlandcountync.gov>
Subject: RE: Non-Compliance Memo

Thanks, Donna. I am a little confused on this one. Did it really take them a year and a half to do the audit? The invoice covers from 11/2023 – 4/2025. So I think we do need board approval, since it covers services in a prior year.

Do you think they forgot to invoice us, or do you think they really didn't have it done until now?

From: Donna Griffin Rice <drice@cumberlandcountync.gov>
Sent: Thursday, May 22, 2025 7:46 AM
To: Robin Deaver <rdeaver@cumberlandcountync.gov>; Jeremy Stefanko <jstefanko@cumberlandcountync.gov>
Cc: Mary Felts <mfelts@cumberlandcountync.gov>; Debbie Horton <dhorton@cumberlandcountync.gov>
Subject: RE: Non-Compliance Memo

Good morning!

I do not mind at all changing this, but the work was not completed until this fiscal year (in February) and the invoice was received in May. Would this still qualify as a prior year invoice?

Thanks!

Donna

From: Robin Deaver <rdeaver@cumberlandcountync.gov>
Sent: Wednesday, May 21, 2025 1:50 PM
To: Donna Griffin Rice <drice@cumberlandcountync.gov>; Jeremy Stefanko <jstefanko@cumberlandcountync.gov>
Cc: Mary Felts <mfelts@cumberlandcountync.gov>; Debbie Horton <dhorton@cumberlandcountync.gov>
Subject: FW: Non-Compliance Memo
Importance: High

Hi Donna,
Thank you for your memo. We definitely need to get them paid. Rather than a non-compliance memo, I need a request to pay a prior year invoice. Any invoices that we pay that were due outside of the current fiscal year have to be approved by the Board. I will have to take it to the Finance Committee, and then it will go to the full Board for approval.

The language that you used was good (what spoke to having enough current year budget to cover payment). I think if you can just change the subject to "Payment of Prior Year Invoice". And you can send it directly to Mary Felts and Deb Horton. They pull all of that together for me.

Thank you!
Robin

From: Donna Griffin Rice <drice@cumberlandcountync.gov>
Sent: Wednesday, May 21, 2025 12:58 PM
To: Robin Deaver <rdeaver@cumberlandcountync.gov>; Jeremy Stefanko <jstefanko@cumberlandcountync.gov>
Subject: Non-Compliance Memo
Importance: High

Good afternoon!

Please see the attached non-compliance memo for your review. If you have any questions or need additional information please let me know!

Thank you!

Donna G Rice, CAP
Engineering Project Manager
Engineering Department
Cumberland County
O: 910-678-7661
cumberlandcountync.gov

CUMBERLAND COUNTY
NORTH CAROLINA

Johnson Controls

ORIGINAL INVOICE

Direct Inquires To: Johnson Controls, Inc.
South - Southeast ESA Region
1350 Northmeadow Pkwy Suite 100
Roswell, GA 30076

Federal ID#: 39-0380010

Phone:

Fax:

Bill To: County of Cumberland
Attn: Jermaine Walker
130 Gillespie St Rm 214
Fayetteville, NC 28302

Date: 4/30/2025

Remit To: Johnson Controls, Inc
Attn: Crystal Meeks
3413 Gateway Blvd.
Sioux Falls, SD 57106

For ACH/EFT information email: co-cashappusa@jci.com

Project Name / Project Site / Tax Loc	Purchase Order / Date / Authorized By	JCI Project / CO	JCI Project Manager
Crown Coliseum Energy Assessment	State of North Carolina County of Cumberland Service Agreement 11/16/2023 Jermaine Walker, County Engineer	4PYV-0022 000	Novak, Edward Kenneth

Period Covered	Application #	Invoice Number	Invoice Date	Terms
11/16/2023 - 4/30/2025	1	$ -	04/30/25	NET 30

Original Contract Amount NTE:	$	25,000
Approved Change Orders:	$	-
New Contract Amount:	$	-
Work Completed To Date:	$	18,980
Less Invoiced To Date:	$	-
Total Amount Due This Invoice	$	18,980

The Project Manager named above submits this application with knowledge, information, and belief that the work covered by this application for payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous applicationf for payment were issued and for which payments were received form the Owner and that current payment shown herein is now due.

Item	Work Description	Total Complete and Due
1	Labor	$ 16,540.00
2	Expenses	$ 2,440.00
	Total	$ 18,980.00

Dan H Rice

CUMBERLAND SOIL AND WATER CONSERVATION DISTRICT
301 EAST MOUNTAIN DRIVE,
SUITE 229, AGRICULTURE CENTER
FAYETTEVILLE NC 28306-3422
OFFICE PH: (910) 484-8479 EXT. 3

TO: **ROBIN KOONCE, FINANCE DIRECTOR**

FROM: **MITCHELL MILLER, SOIL AND WATER CONSERVATIONIST**

DATE: **6/12/2025**

SUBJECT: **REQUEST TO PAY PRIOR YEAR INVOICES (FY24) FOR STAPLES**

BACKGROUND

$706.68 RHK

Please approve the attached FY2024 invoices to Staples in the total of ~~$660.45~~ for Departmental Supplies. These invoices were sent to a staff person that has been out due to a medical condition. I was made aware recently that these invoices were due and that they hadn't been paid. We have the funding in our travel line 1014509 533560 due to staff not attending some of the meetings/trainings and we would be able to utilize those funds to cover the FY2024 Invoices in the departmental supplies line 1014509 522210.

I have verified that the invoice has not been paid and can be absorbed in the current year's budget.

Thank you for your consideration of this request.

Staples

Staples
ATTN: FSSC
500 Staples Dr
Framingham, MA 01702

ORIGINAL

Mitchell B. Mills

Federal ID:04-3390816

CUMBERLAND SOIL & WATER CONSERVATI
DONNA FOSTER
301 E. MOUNTAIN DR.
SOIL & WATER CONSERVATION DISTRICT
ROOM 229
FAYETTEVILLE, NC 28306

Summary Number 7000992465

Invoice Number	**Invoice Amount**
6004512554	$415.10
Invoice Date	**Due Date**
06/13/2024	07/13/2024
Order Number	**Terms**
7634424335-000-001	1% 10 NET 30 DAYS
Bill To	**Customer Account**
106626	ATL 1864401
Ordered By	**Order Date**
GRETTA STEFFENS	06/12/2024
Deliver To	**Approved By**
GRETTA STEFFENS	
Ship-to ID	
SOILWATERCONSER	
Ship-to Name	
CUMBERLAND SOIL & WATER CONSERVATIO	

Detail Invoice

Budget Center 4509-1014509

BC Description

PO Number

PO Description

PO Release

PO Release Description

Shipping Address
301 E MOUNTAIN DR,AGRICULTURE CENTER RM 229,FAYETTEVILLE,NC,28306

Line	Item Number	Description/LIBC	Cust SKU	UOM	Qty	Unit Price	Extended Price	Tax Amount	Total
1	683871	3M BLACK FOAM WRIST REST 4509-1014509	683871	EA	1	$20.55	$20.55	$1.44	$21.99
2	24324338	SPLS 10 OL 2USB 6F 3000J SRG W 4509-1014509	24324338	EA	1	$28.62	$28.62	$2.00	$30.62
3	2676142	MK850 WIRELESS COMBO (BLACK) 4509-1014509	2676142	EA	1	$86.98	$86.98	$6.09	$93.07
4	2676142	MK850 WIRELESS COMBO (BLACK) 4509-1014509	2676142	EA	1	$86.98	$86.98	$6.09	$93.07
5	2755097	ENDUST DUST/CLEAN SPRAY 12.5OZ 4509-1014509	2755097	EA	1	$7.79	$7.79	$0.54	$8.33
6	END-11421	TOWELUNSCNTDBLU15WX15L 2/PCK 4509-1014509	END11421	PK	1	$12.29	$12.29	$0.86	$13.15
8	036619	MARKER 15001 PERMANENT BLACK 4509-1014509	036619	DZ	1	$28.31	$28.31	$1.99	$30.30
9	2764241	GLASS BOARD ASSORTED MARKERS 4509-1014509	2764241	PK	1	$10.91	$10.91	$0.77	$11.68
10	24440660	QRT GLASS BOARD MARKERS FINE 4509-1014509	24440660	PK	1	$11.42	$11.42	$0.80	$12.22
11	554359	EXPO LO CHISEL ASSORTED 12PK 4509-1014509	554359	PK	1	$11.87	$11.87	$0.83	$12.70

ORIGINAL

Mitchell K. Mile

Staples

Staples
ATTN: FSSC
500 Staples Dr
Framingham, MA 01702

Federal ID:04-3390816

CUMBERLAND SOIL & WATER CONSERVATI
DONNA FOSTER
301 E. MOUNTAIN DR.
SOIL & WATER CONSERVATION DISTRICT
ROOM 229
FAYETTEVILLE, NC 28306

Summary Number 7000992465

Invoice Number	**Invoice Amount**
6004512554	$415.10
Invoice Date	**Due Date**
06/13/2024	07/13/2024
Order Number	**Terms**
7634424335-000-001	1% 10 NET 30 DAYS
Bill To	**Customer Account**
106626	ATL 1864401

Detail Invoice

Budget Center 4509-1014509
BC Description
PO Number
PO Description
PO Release
PO Release Description

Ordered By GRETTA STEFFENS
Order Date 06/12/2024
Deliver To GRETTA STEFFENS
Approved By
Ship-to ID SOILWATERCONSER
Ship-to Name CUMBERLAND SOIL & WATER CONSERVATIO

Shipping Address
301 E MOUNTAIN DR,AGRICULTURE CENTER RM 229,FAYETTEVILLE,NC,28306

Line	Item Number	Description/LIBC	Cust SKU	UOM	Qty	Unit Price	Extended Price	Tax Amount	Total
12	1015831	EXPO LOW ODOR UF 8PK AST 4509-1014509	1015831	PK	1	$6.90	$6.90	$0.48	$7.38
13	686873	PAPER DUAL PURPOSE #24 4509-1014509	686873	CT	1	$75.32	$75.32	$5.27	$80.59

Subtotal: $387.94
Freight/Other: $0.00
Tax ($7.00%): $27.16
Total: $415.10

Please Remit All Payments To:	
ACH	**Check**
Wells Fargo	Staples
Account: 4654634682 Routing: 121000248	PO Box 105748
ARRemittance@Staples.com	Atlanta, GA 30348-5748

Staples

Staples
ATTN: FSSC
500 Staples Dr
Framingham, MA 01702

ORIGINAL

Mitchell B. Miller

Federal ID:04-3390816

CUMBERLAND SOIL & WATER CONSERVATI
DONNA FOSTER
301 E. MOUNTAIN DR.
SOIL & WATER CONSERVATION DISTRICT
ROOM 229
FAYETTEVILLE, NC 28306

Summary Number 7001003566

Invoice Number	**Invoice Amount**
6004570736	$215.43
Invoice Date	**Due Date**
06/14/2024	07/14/2024
Order Number	**Terms**
7634424335-000-002	1% 10 NET 30 DAYS
Bill To	**Customer Account**
106626	ATL 1864401

Detail Invoice

Budget Center 4509-1014509
BC Description
PO Number
PO Description
PO Release
PO Release Description

Ordered By GRETTA STEFFENS
Order Date 06/12/2024
Deliver To GRETTA STEFFENS
Approved By
Ship-to ID SOILWATERCONSER
Ship-to Name CUMBERLAND SOIL & WATER CONSERVATIO

Shipping Address
301 E MOUNTAIN DR,AGRICULTURE CENTER RM 229,FAYETTEVILLE,NC,28306

Line	Item Number	Description/LIBC	Cust SKU	UOM	Qty	Unit Price	Extended Price	Tax Amount	Total
7	24148275	SIT-STAND DESK MI-7926 4509-1014509	24148275	EA	1	$201.34	$201.34	$14.09	$215.43

Subtotal: $201.34
Freight/Other: $0.00
Tax ($7.00%): $14.09
Total: $215.43

Please Remit All Payments To:	
ACH	**Check**
Wells Fargo	Staples
Account: 4654634682 Routing: 121000248	PO Box 105748
ARRemittance@Staples.com	Atlanta, GA 30348-5748

Staples

Staples
ATTN: FSSC
500 Staples Dr
Framingham, MA 01702

ORIGINAL

Mitchell B. Miller

Federal ID:04-3390816

CUMBERLAND SOIL & WATER CONSERVATI
DONNA FOSTER
301 E. MOUNTAIN DR.
SOIL & WATER CONSERVATION DISTRICT
ROOM 229
FAYETTEVILLE, NC 28306

Summary Number 7001176176

Invoice Number	**Invoice Amount**
6005508897	$76.15
Invoice Date	**Due Date**
06/27/2024	07/27/2024
Order Number	**Terms**
7635304523-000-001	1% 10 NET 30 DAYS
Bill To	**Customer Account**
106626	ATL 1864401
Ordered By	**Order Date**
GRETTA STEFFENS	06/26/2024
Deliver To	**Approved By**
GRETTA STEFFENS	
Ship-to ID	
SOILWATERCONSER	
Ship-to Name	
CUMBERLAND SOIL & WATER CONSERVATIO	

Detail Invoice

Budget Center **BC Description**
4509-1014509

PO Number **PO Description**

PO Release **PO Release Description**

Shipping Address
301 E MOUNTAIN DR,AGRICULTURE CENTER RM 229,FAYETTEVILLE,NC,28306

Line	Item Number	Description/LIBC	Cust SKU	UOM	Qty	Unit Price	Extended Price	Tax Amount	Total
1	306647	3-PART 8.4 X11 RECIPT BK BOUND 4509-1014509	306647	EA	2	$10.25	$20.50	$1.43	$21.93
2	24376645	HIGHLIGHTER TANK GRIP 12PK YL 4509-1014509	24376645	DZ	1	$7.58	$7.58	$0.53	$8.11
3	24376659	HIGHLIGHTER TANK GRIP 5PK ASST 4509-1014509	24376659	PK	1	$4.20	$4.20	$0.29	$4.49
4	2095545	3X3 POST-IT MIAMI24 CABINET PK 4509-1014509	2095545	PK	1	$24.00	$24.00	$1.68	$25.68
5	448886	POST-IT 1IN SIGN HERE YLW 2PK 4509-1014509	448886	PK	2	$5.06	$10.12	$0.71	$10.83
6	379383	POST-IT SIGN HERE ARROW FLAGS 4509-1014509	379383	PK	1	$4.77	$4.77	$0.34	$5.11

Subtotal: $71.17
Freight/Other: $0.00
Tax ($7.00%): $4.98
Total: $76.15

Please Remit All Payments To:	
ACH	**Check**
Wells Fargo	Staples
Account: 4654634682 Routing: 121000248	PO Box 105748
ARRemittance@Staples.com	Atlanta, GA 30348-5748

For invoice and payment related inquiries please call 888-753-4103

KIRK J. DEVIERE
Chairman

VERONICA B. JONES
Vice-Chairwoman

GLENN B. ADAMS
JEANNETTE M. COUNCIL
W. MARSHALL FAIRCLOTH
PAVAN D. PATEL
HENRY C. TYSON

BOARD OF COMMISSIONERS

ANDREA TEBBE
Clerk to the Board

IVA CLARK
Deputy Clerk

August 5, 2025

TO: Robin Koonce, Finance Director

FROM: Andrea Tebbe, Clerk to the Board AK2

RE: Print Shop Invoices

CC. Clarence Grier, County Manager 8/5/25

Please approve the attached prior year invoices that were presented to the Governing Body on August 5, 2025.

Validation Statement: We have validated service delivery for the attached invoices. The Cler was contacted by the finance department on August 5, 2025 regarding the invoices from the print shop.

The invoices will be paid by the clerk's office using the coding ordinance account 1014100 533550

VENDOR NAME	VENDOR #	INVOICE #	$ AMOUNT	RESASON INVOICE IS LATE	IMPACT TO CURRENT FY BUDGET
PRINT SHOP		6075	$24.00	RECEIVED 8/5/25	WILL BE ABSORBED INTO FY26 BUDGET
PRINT SHOP		6072	$24.00	RECEIVED 8/5/25	WILL BE ABSORBED INTO FY26 BUDGET
PRINTSHOP		6729	$15.75	RECEIVED 8/5/25	WILL BE ABSORBED INTO FY26 BUDGET
PRINT SHOP		7658	$22.50	RECEIVED 8.5.25	WILL BE ABSORBED INTO FY26 BUDGET
PRINT SHOP		7985	$19.00	RECEIVED 8/5/25	WILL BE ABSORBED INTO FY26 BUDGET

CUMBERLAND COUNTY
NORTH CAROLINA

County of Cumberland
Finance Department
4th Floor, Room 451, Courthouse
PO Box 1829
Fayetteville, NC 28302

INVOICE

Invoice Date	Invoice No.
12/31/2022	6075
Customer Number	
75	
Invoice Total Due	
$24.00	
Payment Terms	
Due Upon Receipt	

GOVERNING BODY
FAYETTEVILLE, NC 208302

Cumberland County, NC 28302-1829 **Invoice Date:** 12/31/2022 **Customer Number:** 75

Description	Quantity	Price	UOM	Original Bill	Adjusted	Paid	Amount Due
AR- PRINT SHOP	1	$24.00	EACH	$24.00	$0.00	$0.00	$24.00

Please put Invoice Number on your check. **Make Checks Payable to: Cumberland County.**	**Invoice Total:**	**$24.00**

ORIGINAL
COPY

Cumberland County Print Mail & Design

Printing Request/Invoice for Outside Agencies Only

Request Date: 12/21/22 Due Date: 1/5/23

Department: Board of Commissioners

Contact Person: Andrea Tebbe

Phone: 910678-7771 Email: atebbe@cumberlandcountync.gov

Signature of Approving Official (must have purchasing authority):

Amount of Price quote:

NAME OF ITEM: Commissioner Note Cards / Envelopes

QUANTITY: 100

Size:

of Originals:

1st Paper type (inside):

2nd Paper type (cover):

Color Or Black/White: Gold print

One Side or Two-Side:

BINDERY:

Laminate:

Mount:

Collate:

Fold:

Pad:

Staple:

Perf:

Beginning Number:

Bind Method:

INVOICE:(Print Shop Use Only)

black/white copies:	
color copies:	4.00
poster prints:	
paper charge:	15.00
impression:	2.00
folding:	
staple:	
drill:	
pad(glue/ncr):	
bookmaking:	
tape/comb/coil bind:	
collate:	
package/bundle:	
cutting:	4.00
laminate/trimming:	
mounting:	
numbering:	
perf/score:	1.00
total:	24.00

CUMBERLAND COUNTY
NORTH CAROLINA

County of Cumberland
Finance Department
4th Floor, Room 451, Courthouse
PO Box 1829
Fayetteville, NC 28302

INVOICE

Invoice Date	Invoice No.
12/31/2022	6072
Customer Number	
75	
Invoice Total Due	
$24.00	
Payment Terms	
Due Upon Receipt	

GOVERNING BODY
FAYETTEVILLE, NC 208302

Cumberland County, NC 28302-1829 **Invoice Date:** 12/31/2022 **Customer Number:** 75

Description	Quantity	Price	UOM	Original Bill	Adjusted	Paid	Amount Due
AR- PRINT SHOP	1	$24.00	EACH	$24.00	$0.00	$0.00	$24.00

Please put Invoice Number on your check. **Make Checks Payable to: Cumberland County.**	**Invoice Total:**	**$24.00**

ORIGINAL
COPY

Cumberland County Print Mail & Design

Printing Request/Invoice for Outside Agencies Only

Request Date: 12/20/2022 Due Date: 1/3/2023

Department: Governing Body

Contact Person: Andrea Tebbe

Phone: 910-678-7771 Email: atebbe@cumberlandcountync.gov

Signature of Approving Official (must have purchasing authority):

Amount of Price quote:

NAME OF ITEM: Note cards w/ Envelopes for Chairwoman Stewart

QUANTITY: 100 ea

Size: 4x6

of Originals: 2

1st Paper type (inside): Cougar 80# Natural for Cards

2nd Paper type (cover): 70# Soft Ivory Pointed Flap for Envelopes

Color Or Black/White: Color

One Side or Two-Side: 1-sided

BINDERY:

Laminate:

Mount:

Collate:

Fold:

Pad:

Staple:

Perf: Crease

Beginning Number:

Bind Method:

INVOICE:(Print Shop Use Only)

black/white copies:	
color copies:	4.00
poster prints:	
paper charge:	15.00
impression:	200
folding:	
staple:	
drill:	
pad(glue/ncr):	
bookmaking:	
tape/comb/coil bind:	
collate:	
package/bundle:	
cutting:	4.00
laminate/trimming:	
mounting:	
numbering:	
perf/score:	1.00

total: 24.00

CUMBERLAND COUNTY
NORTH CAROLINA

County of Cumberland
Finance Department
4th Floor, Room 451, Courthouse
PO Box 1829
Fayetteville, NC 28302

INVOICE

Invoice Date	Invoice No.
01/11/2024	6729
Customer Number	
75	
Invoice Total Due	
$15.75	
Payment Terms	
Due Upon Receipt	

GOVERNING BODY
FAYETTEVILLE, NC 208302

Cumberland County, NC 28302-1829 **Invoice Date:** 01/11/2024 **Customer Number:** 75

Description	Quantity	Price	UOM	Original Bill	Adjusted	Paid	Amount Due
AR- PRINT SHOP	1	$15.75	EACH	$15.75	$0.00	$0.00	$15.75

Please put Invoice Number on your check. **Make Checks Payable to: Cumberland County.**	**Invoice Total:**	**$15.75**

ORIGINAL
COPY

Cumberland County Print Mail & Design

Printing Request/Invoice for Outside Agencies Only

Request Date: 12/05/2023 Due Date: 1/02/24

Department: Board of Commissioners

Contact Person: Andrea Tebbe

Phone: 910678-7771 Email: atebbe@cumberlandcountync.gov

Signature of Approving Official (must have purchasing authority):

Amount of Price quote: Please Print note cards for Chairman Adams

NAME OF ITEM: Note cards x 50

QUANTITY:

Size: 4x6

of Originals:

1st Paper type (inside):

2nd Paper type (cover):

Color Or Black/White: Gold print

One Side or Two-Side:

BINDERY:

Laminate:

Mount:

Collate:

Fold:

Pad:

Staple:

Perf:

Beginning Number:

Bind Method:

INVOICE:(Print Shop Use Only)

black/white copies:	
color copies:	3.00
poster prints:	
paper charge:	3.85 + 5.00
impression:	100
folding: /Crease	.50
staple:	
drill:	
pad(glue/ncr):	
bookmaking:	
tape/comb/coil bind:	
collate:	
package/bundle:	
cutting:	4.20
laminate/trimming:	
mounting:	
numbering:	
perf/score:	
total:	~~11.75~~ 15.75

CUMBERLAND COUNTY
NORTH CAROLINA

County of Cumberland
Finance Department
4th Floor, Room 451, Courthouse
PO Box 1829
Fayetteville, NC 28302

INVOICE

Invoice Date	Invoice No.
09/02/2024	7858
Customer Number	
75	
Invoice Total Due	
$22.50	
Payment Terms	
Due Upon Receipt	

GOVERNING BODY
FAYETTEVILLE, NC 208302

Cumberland County, NC 28302-1829 **Invoice Date:** 09/02/2024 **Customer Number:** 75

Description	Quantity	Price	UOM	Original Bill	Adjusted	Paid	Amount Due
AR-PRINT SHOP	1	$22.50	EACH	$22.50	$0.00	$0.00	$22.50

Please put Invoice Number on your check. **Make Checks Payable to: Cumberland County.**	**Invoice Total:**	**$22.50**

ORIGINAL
COPY

Cumberland County Print Mail & Design

Printing Request/Invoice for Outside Agencies Only

Request Date: 8/16/24 Due Date: 8/225/24

Department: Governing Body

Contact Person: Andrea Tebbe

Phone: 910-678-7771 atebbe@cumberland countync.gov

Signature of Approving Official (must have purchasing authority):

Amount of Price quote:

NAME OF ITEM: *Notecards and envelopes. Chairman Adams would like the County Seal on the flap of the envelopes as well* QUANTITY: 100

Size: 4x6

of Originals:

1st Paper type (inside):

2nd Paper type (cover):

Color Or Black/White:

One Side or Two-Side:

BINDERY:

Laminate:

Mount:

Collate:

Fold:

Pad:

Staple:

Perf:

Beginning Number:

Bind Method:

INVOICE:(Print Shop Use Only)

black/white copies:	
color copies:	4.00
poster prints:	
paper charge:	~~5.00~~ 11.50
impression:	200
folding:	
staple:	
drill:	
pad(glue/ncr):	
bookmaking:	
tape/comb/coil bind:	
collate:	
package/bundle:	
cutting:	2.00
laminate/trimming:	
mounting:	
numbering:	
perf/score:	5.00
total:	

$22.50

CUMBERLAND COUNTY
NORTH CAROLINA

County of Cumberland
Finance Department
4th Floor, Room 451, Courthouse
PO Box 1829
Fayetteville, NC 28302

INVOICE

Invoice Date	Invoice No.
12/31/2024	7985
Customer Number	
75	
Invoice Total Due	
$19.00	
Payment Terms	
Due Upon Receipt	

GOVERNING BODY
FAYETTEVILLE, NC 208302

Cumberland County, NC 28302-1829 **Invoice Date:** 12/31/2024 **Customer Number:** 75

Description	Quantity	Price	UOM	Original Bill	Adjusted	Paid	Amount Due
AR-PRINT SHOP	1	$19.00	EACH	$19.00	$0.00	$0.00	$19.00

Please put Invoice Number on your check. **Make Checks Payable to: Cumberland County.**	**Invoice Total:**	**$19.00**

ORIGINAL
COPY

Cumberland County Print Mail & Design

Printing Request/Invoice for Outside Agencies Only

P - 30m
S - 1hr.

Request Date: 12/6/24 Due Date:

Department: Board of Commissioners

Contact Person: Andrea Tebbe

Phone: 910-678-7771 Email: atebbe@cumberlandcountync.gov

Signature of Approving Official (must have purchasing authority)

Amount of Price quote:

NAME OF ITEM: 5x7 notes from Chairman deViere + envelopes in gold lettering - top center

QUANTITY: 100

Size: 5x7

of Originals: 1

1st Paper type (inside): Royal Cotton

2nd Paper type (cover):

Color Or Black/White:

One Side or Two-Side:

BINDERY:

Laminate:

Mount:

Collate:

Fold:

Pad:

Staple:

Perf:

Beginning Number:

Bind Method:

50 sh/mp
100 en/no

INVOICE:(Print Shop Use Only)	
black/white copies:	
color copies:	60.00
poster prints:	
paper charge:	8.00
impression:	150
folding:	
staple:	
drill:	
pad(glue/ncr):	
bookmaking:	
tape/comb/coil bind:	
collate:	
package/bundle:	
cutting:	5.00
laminate/trimming:	
mounting:	
numbering:	
perf/score:	
total:	19.00

CUMBERLAND COUNTY
NORTH CAROLINA

OFFICE OF THE COUNTY ATTORNEY

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF AUGUST 25, 2025

TO: **BOARD OF COUNTY COMMISSIONERS**

FROM: **COUNTY ATTORNEY**

DATE: **8/20/2025**

SUBJECT: REVISION OF RULES 20 AND 25 OF BOARD'S RULES OF PROCEDURE

BACKGROUND

See memo attached.

RECOMMENDATION / PROPOSED ACTION

The Policy Committee recommends the attached revisions to Rules 20 and 25.

ATTACHMENTS:

Description	Type
MEMO FOR 8-25-25 REGULAR MEETING	Backup Material
Proposed Revisions to Rules 20 & 25	Backup Material
Statutes for Quorum and Voting	Backup Material
G.S. 166A-19.24	Backup Material

MEMO FOR THE AGENDA OF THE AUGUST 25, 2025,
MEETING OF THE BOARD OF COMMISSIONERS

To: Board of Commissioners
From: County Attorney
Date: August 20, 2025
Subject: Proposed Revisions to Rules 20 and 25 of the Board's Rules of Procedure

BACKGROUND:

Rules 20 and 25 of the board's Rules of Procedure do not comply with statutory changes in 2022 and a recent case decided by the Court of Appeals. There is ambiguity in each of these Rules as to the circumstances when a vote of an absent member is to be counted.

The statutes that cover the board's adoption of rules of procedure, quorum requirements, voting, and excusing members from voting are attached. Although board members have a statutory duty to vote, there is no statutory remedy stated for failing to vote; however, G.S. 153A-41 gives the board discretion to adopt rules of procedure that are consistent with the generally accepted principles of parliamentary procedure. Many boards record all members as voting yes on any matter put to vote unless they audibly vote no. A few boards reverse the presumption and record members as voting no unless they audibly vote yes.

The proposed revisions to Rule 20 clearly establish a remedy for when a member who is present at a meeting fails to vote or leaves the meeting, or fails to attend a meeting, that his or her vote shall be counted as affirmative. It also adds a provision for members who experience emergency or health circumstances which prevent attendance at a meeting in person or by teleconference to notify the chair with the chair to present the request at the beginning of the meeting for the board to vote whether to excuse the member from voting.

The proposed revisions to Rule 25 require a quorum to be present in the meeting room unless the meeting is being conducted as a remote meeting during a declared state of emergency to comply with recent case law, expand the scope of "teleconference" to include any suitable form of electronic communication, and make it clear that when the chair has excused a member to participate by teleconference if the member fails to participate by teleconference his or her vote will be counted as affirmative for the duration of the meeting.

This matter was heard by the Policy Committee in June. The Policy Committee requested two revisions to the draft prepared by the county attorney and recommended the revised proposed amendments to Rules 20 and 25 be presented to the next Agenda Session as an item of business. The revisions requested by the Policy Committee were made and presented to the board at the June Agenda Session. At the agenda session there was a lengthy discussion of a remedy for counting the vote of a board member who did not attend a meeting without having been excused from attendance. The chairman directed the matter be sent back to the Policy Committee.

The issue discussed at the June Agenda Session of how to address the vote of a member who did not attend a meeting without being excused is simply not addressed by the statutes. For boards of county commissioners, the statute copied below makes the remedy for a member not attending a meeting for the board to order the sheriff to take the member into custody. It is not a very practical remedy.

§ 153A-43. Quorum.

(a) A majority of the membership of the board of commissioners constitutes a quorum. The number required for a quorum is not affected by vacancies. If a member has withdrawn from a meeting without being excused by majority vote of the remaining members present, he shall be counted as present for the purposes of determining whether a quorum is present. **The board may compel the attendance of an absent member by ordering the sheriff to take the member into custody**.

For the governing boards of municipalities, the statute copied below makes the vote of a member of a municipal governing board who is physically present at the meeting but does not vote, or who leaves a meeting without being excused, an affirmative vote. It, too, does not address the vote of a member who does not attend a meeting. It only applies to municipalities, but it is the basis for also being widely used by county boards of commissioners.

§ 160A-75. Voting.

(a) No member shall be excused from voting except upon matters involving the consideration of the member's own financial interest or official conduct or on matters on which the member is prohibited from voting under G.S. 14-234 or G.S. 160D-109. In all other cases except votes taken under G.S. 160D-601**, a failure to vote by a member who is physically present in the council chamber, or who has withdrawn without being excused by a majority vote of the remaining members present, shall be recorded as an affirmative vote**. The question of the compensation and allowances of members of the council is not a matter involving a member's own financial interest or official conduct.

With these statutes specifically addressing the remedies for a county board member not attending a meeting and for municipal board members not voting at, or leaving a meeting without being excused, but not addressing how a vote may be recorded for a board member who simply did not attend the meeting, the county attorney's opinion is that each of these statutes would likely be interpreted by a court as meaning the General Assembly did not intend to grant governing boards of either municipalities or counties the authority to count the vote of a governing board member who did not attend a meeting for which he or she had not been excused. The board of commissioners should consider whether any rule that attributes a vote to a non-voting member undermines the responsibility of a member to comply with his or her oath of office to follow the law, including the statutory duty to vote.

At its meeting August 12, 2025, the Policy Committee considered this matter fully and acted to direct the county attorney to place the attached proposed revisions to Rules 20 and 25 on the agenda of the August 25, 2025, meeting as a consent matter. Under this revision to Rule 20 if a member fails to attend a meeting without being excused, he or she will be recorded as casting an affirmative vote for every action taken by the board at the meeting.

RECOMMENDATION:

The Policy Committee recommends the attached revisions to Rules 20 and 25.

Rule 20 Duty to Vote

It is the duty of each member to vote unless excused by a majority vote according to law or except for matters in which the member is prohibited from voting under G.S. 14-234 (public officers benefiting from public contracts), G.S. 14-234.3 (public officials participating in contracts benefitting nonprofits with which associated, or G.S. 160D-109 (conflicts of interest in any legislative decision regarding a development regulation). The ~~Board~~ board may excuse members from voting on matters involving their own financial interest or official conduct. A member wishing to be excused from voting shall so inform the ~~Chairman~~ chair who shall take a vote of the remaining members. No member shall be excused from voting except in cases involving conflicts of interest, as defined by law, or the member's official conduct, as determined by law or the board. In all other cases, a failure to vote by a member who is physically present in the meeting, or who has withdrawn without being excused by a majority vote of the remaining members present, shall be recorded in the minutes as an affirmative vote. ~~A member who fails to vote, not having been excused, shall be recorded as voting in the affirmative.~~

~~The effect of a tie vote is that the motion did *NOT* carry.~~
If a member who experiences an emergency or health circumstances which prevents his or her attendance at a meeting or participation by teleconference in accordance with Rule 25 reports it to the chair and requests to be excused, the chair shall report it to the board at the beginning of the meeting and the board may vote to excuse the member's absence from the meeting and voting.

Any member who does not attend a meeting without having been granted an excused absence shall be listed in the minutes as an unexcused absence and recorded as voting in the affirmative to all motions made in the meeting.

Rule 21 Prohibition of Secret Voting

No vote may be taken by secret ballot. The Clerk shall record the vote of each member in the minutes.

Rule 22 Action by Reference

The Board of Commissioners shall not deliberate, vote or otherwise act on any matter by reference to an agenda, or document number unless copies of the agenda or documents being referenced are available for public inspection at the meeting and are so worded that people at the meeting can understand what is being discussed or acted upon.

Rule 23 Introduction of Ordinances

A proposed ordinance shall be deemed introduced at the first meeting where it is on the agenda, regardless of whether it is actually considered by the Board, and the introduction shall be recorded in the Minutes.

Rule 24 Adoption, Amendment or Repeal of Ordinances

To be adopted at the meeting where it is first introduced, an ordinance must be adopted by UNANIMOUS vote with all members present. If the ordinance is not approved unanimously it must come before the Board for a second reading anytime within 100 days of its introduction. It may then be adopted by majority vote. (EXCEPTION: A Budget Ordinance, Bond Order or any ordinance requiring a public hearing before adoption may be adopted at any meeting by majority vote at which a quorum is present). Note: A FRANCHISE ORDINANCE must be adopted at two regular meetings.

Rule 25 Quorum; ~~and~~ Attendance by Teleconference; Remote Meetings

A majority of the ~~Board~~ board shall constitute a quorum. The number required for a quorum is not affected by vacancies. A quorum is determined at the beginning of a meeting and is not broken by a ~~Commissioner~~ member subsequently leaving.

A member for whom the ~~Chairman~~ chair announces at the beginning of the meeting that the chair has ~~an~~ excused the member's absence and allowed the member to participate in the meeting by teleconference, may attend the meeting and vote by teleconference, provided that, the excused member has notified the ~~Clerk to the Board~~ clerk in sufficient time for the ~~Clerk~~ clerk to have the teleconference set up at the meeting. A member attending by teleconference shall not count for purposes of establishing a quorum, unless the meeting is a remote meeting conducted during a declaration of emergency in accordance with G.S. 166A-19.24, and the member's vote on each matter shall be recorded in the minutes. When a member who has been granted an excused absence by the chair for the member to participate by teleconference does not timely arrange the teleconference with the clerk, fails to connect to the meeting through teleconference, or loses connection to the meeting through teleconference, that member shall be recorded as voting in the affirmative on all motions for the duration of the meeting. "Teleconference" shall include any means of electronic communication by which the absent member can at least hear what is said at the meeting and the member's vote is audible to those present at the meeting.

Upon a declaration of emergency under G.S. 166A-19.20, a quorum may be established to conduct remote meetings as authorized and in accordance with G.S. 166A-19.24.

§ 153A-41. Procedures.

The board of commissioners may adopt its own rules of procedure, in keeping with the size and nature of the board and in the spirit of generally accepted principles of parliamentary procedure. (Code, s. 706; Rev., s. 1317; C.S., s. 1296; 1945, c. 132; 1951, c. 904, s. 1; 1961, c. 154; 1967, c. 617, s. 1; 1969, c. 349, s. 1; c. 1036; 1973, c. 822, s. 1.)

§ 153A-43. Quorum.

(a) A majority of the membership of the board of commissioners constitutes a quorum. The number required for a quorum is not affected by vacancies. If a member has withdrawn from a meeting without being excused by majority vote of the remaining members present, he shall be counted as present for the purposes of determining whether a quorum is present. The board may compel the attendance of an absent member by ordering the sheriff to take the member into custody.

(b) Any member present by means of simultaneous communication in accordance with G.S. 166A-19.24 shall be counted as present for the purposes of whether a quorum is present only during the period while simultaneous communication is maintained for that member. (Code, s. 706; Rev., s. 1317; C.S., s. 1296; 1945, c. 132; 1951, c. 904, s. 1; 1961, c. 154; 1967, c. 617, s. 1; 1969, c. 349, s. 1; c. 1036; 1973, c. 822, s. 1; 2020-3, s. 4.31(e).)

§ 153A-44. Members excused from voting.

The board may excuse a member from voting, but only upon questions involving the member's own financial interest or official conduct or on matters on which the member is prohibited from voting under G.S. 14-234 or G.S. 160D-109. For purposes of this section, the question of the compensation and allowances of members of the board does not involve a member's own financial interest or official conduct. (Code, s. 706; Rev., s. 1317; C.S., s. 1296; 1945, c. 132; 1951, c. 904, s. 1; 1961, c. 154; 1967, c. 617, s. 1; 1969, c. 349, s. 1; c. 1036; 1973, c. 822, s. 1; 2001-409, s. 8; 2005-426, s. 5.1(b); 2013-126, s. 6; 2022-62, s. 39.)

§ 166A-19.24. Remote meetings during certain declarations of emergency.

(a) Remote Meetings. – Notwithstanding any other provision of law, upon issuance of a declaration of emergency under G.S. 166A-19.20, any public body within the emergency area may conduct remote meetings in accordance with this section and Article 33C of Chapter 143 of the General Statutes throughout the duration of that declaration of emergency. Compliance with this statute establishes a presumption that a remote meeting is open to the public.

(b) Requirements. – The public body shall comply with all of the following with respect to remote meetings conducted under this section:

(1) The public body shall give proper notice under G.S. 143-318.12 and under any other requirement for notice applicable to the public body. The notice shall also specify the means by which the public can access the remote meeting as that remote meeting occurs.

(2) Any member of the public body participating by a method of simultaneous communication in which that member cannot be physically seen by the public body must identify himself or herself in each of the following situations:
   a. When the roll is taken or the remote meeting is commenced.
   b. Prior to participating in the deliberations, including making motions, proposing amendments, and raising points of order.
   c. Prior to voting.

(3) All documents to be considered during the remote meeting shall be provided to each member of the public body.

(4) The method of simultaneous communication shall allow for any member of the public body to do all of the following:
   a. Hear what is said by the other members of the public body.
   b. Hear what is said by any individual addressing the public body.
   c. To be heard by the other members of the public body when speaking to the public body.

(5) All votes shall be roll call; no vote by secret or written ballots, whether by paper or electronic means or in accordance with G.S. 143-318.13(b), may be taken during the remote meeting.

(6) The public body shall comply with G.S. 143-318.13(c).

(7) The minutes of the remote meeting shall reflect that the meeting was conducted by use of simultaneous communication, which members were participating by simultaneous communication, and when such members joined or left the remote meeting.

(8) All chats, instant messages, texts, or other written communications between members of the public body regarding the transaction of the public business during the remote meeting are deemed a public record.

(9) The remote meeting shall be simultaneously streamed live online so that simultaneous live audio, and video, if any, of such meeting is available to the public. If the remote meeting is conducted by conference call, the public body may comply with this subdivision by providing the public with an opportunity to dial in or stream the audio live and listen to the remote meeting.

(b1) If a public body has provided notice of an official meeting and one or more of the members of the public body desire to participate remotely after the issuance of the notice, the public body may amend the notice of the meeting to include the means whereby the public can access the remote meeting as that remote meeting occurs. Such amended notice of remote meeting shall comply with all of the following:

(1) Be issued no less than six hours prior to the official meeting.

(2) Be distributed in accordance with G.S. 143-318.12(b)(2) and (b)(3), as applicable.

(3) Be posted in accordance with G.S. 143-318.12(e).

(c) Quorum. – A member of the public body participating by simultaneous communication under this section shall be counted as present for quorum purposes only during the period while simultaneous communication is maintained for that member. The provisions of G.S. 153A-44 and G.S. 160A-75 shall apply to all votes of each member of a county or municipal governing board taken during a remote meeting.

(d) Voting by Members of the Public Body. – Votes of each member of a public body made during a remote meeting under this section shall be counted as if the member were physically present only during the period while simultaneous communication is maintained for that member.

(e) Public Hearings. – A public body may conduct any public hearing required or authorized by law during a remote meeting, and take action thereon, provided the public body allows for written comments on the subject of the public hearing to be submitted between publication of any required notice and 24 hours prior to the scheduled time for the beginning of the public hearing.

(f) Quasi-Judicial Hearings. – A public body may conduct a quasi-judicial proceeding as a remote meeting only when all of the following apply:

(1) The right of an individual to a hearing and decision occur during the emergency.

(2) All persons subject to the quasi-judicial proceeding who have standing to participate in the quasi-judicial hearing have been given notice of the quasi-judicial hearing and consent to the remote meeting.

(3) All due process rights of the parties affected are protected.

(g) Closed Sessions. – The public body may conduct a closed session as authorized in G.S. 143-318.11. While in closed session, the public body is not required to provide access to the remote meeting to the public.

(h) Not Exclusive. – This section applies only during emergency declarations and does not supersede any authority for electronic meetings under Article 33C of Chapter 143 of the General Statutes.

(i) Definitions. – For purposes of this section, the following definitions apply:

(1) Official meeting. – As defined in G.S. 143-318.10(d).

(2) Public body. – As defined in G.S. 143-318.10(b) and (c).

(3) Remote meeting. – An official meeting, or any part thereof, with between one and all of the members of the public body participating by simultaneous communication.

(4) Simultaneous communication. – Any communication by conference telephone, conference video, or other electronic means. (2020-3, s. 4.31(a); 2021-35, s. 1.)

PLANNING AND INSPECTIONS DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF AUGUST 25, 2025

TO: **BOARD OF COUNTY COMMISSIONERS**

FROM: **RAWLS HOWARD, DIRECTOR OF PLANNING AND INSPECTIONS**

DATE: **8/11/2025**

SUBJECT: CASE # ZON-25-0017

BACKGROUND

ZON-25-0017: Text Amendment to transition Manufactured Home Park and Group Development standards from the County Subdivision Ordinance to the County Zoning Ordinance and other minor amendments; submitted by Cumberland County Planning and Inspections (Applicant).

RECOMMENDATION / PROPOSED ACTION

Planning Board Action: Recommended approval of the text amendment at their June 17, 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-25-0017, Planning & Inspections staff recommends approval of the text amendment and finds the request consistent with the 2030 Growth Vision Plan. While specific land use plan policies do not address regulations for development types, a current ordinance that promotes efficient review processes achieves goals laid out not only in the 2030 Growth Vision Plan, but all detailed land use plans within the County. Approval of this text amendment is also reasonable and in the public interest as it is an update to clarify standards and review processes for the public.

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-25-0017, I move to approve the text amendment to the Cumberland County Zoning and Subdivision Ordinances and find the amendments are consistent with the 2030 Growth Vision Plan. While

specific land use plan policies do not address regulations for development types, a current ordinance that promotes efficient review processes achieves goals laid out not only in the 2030 Growth Vision Plan, but all detailed land use plans within the County. The Board finds the approval of this text amendment is also reasonable and in the public interest as it is an update to clarify standards and review processes for the public.

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-25-0017, I move to deny the text amendment to the Cumberland County Zoning and Subdivision Ordinances. The Board finds that the text amendment is not consistent with the 2030 Growth Vision Plan. The Board also finds that the amendment is not reasonable or in the public interest because _____.

ATTACHMENTS:

Description	Type
CASE ZON-25-0017	Backup Material

Rawls Howard
Director

David Moon
Deputy Director

CUMBERLAND COUNTY
NORTH CAROLINA

Cumberland County Joint Planning Board

August 25, 2025

MEMO TO: Cumberland County Board of Commissioners

FROM: Rawls Howard, Director of Planning & Inspections

SUBJECT: **ZON-25-0017:** Text Amendment to transition Manufactured Home Park and Group Development standards from the County Subdivision Ordinance to the County Zoning Ordinance and other minor amendments; submitted by Cumberland County Planning and Inspections (Applicant).

ACTION: The Planning Board recommended approval of the text amendment at their June 17, 2025, meeting for the reasons stated and as fully reflected in the minutes of the Planning Board meeting which are incorporated herein by reference.

MINUTES OF JUNE 17, 2025

In Case ZON-25-0017, Planning & Inspections staff recommends approval of the text amendment and finds the request consistent with the 2030 Growth Vision Plan. While specific land use plan policies do not address regulations for development types, a current ordinance that promotes efficient review processes achieves goals laid out not only in the 2030 Growth Vision Plan, but all detailed land use plans within the County. Approval of this text amendment is also reasonable and in the public interest as it is an update to clarify standards and review processes for the public.

In Case ZON-25-0017, Ms. Lynd made a motion, seconded by Mr. Williams, to approve the text amendment and finds the request consistent with the 2030 Growth Vision Plan. While specific land use plan policies do not specifically address regulations for specific development types, a current ordinance that promotes efficient review processes achieves goals laid out not only in the 2030 Growth Vision Plan, but all detailed land use plans within the County. The Board finds the approval of this text amendment is also reasonable and in the public interest as it is an update to clarify standards and review processes for the public. Unanimous approval.

First Class and Record Owners' Mailed Notice Certification

of the tax record owner(s) of the subject and adjacent properties and their tax record mailing address is contained within the case 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.

CUMBERLAND COUNTY

PLANNING & INSPECTIONS

PLANNING STAFF REPORT

ZONING CASE # ZON-25-0017
Planning Board Meeting: June 17, 2025

Jurisdiction: Cumberland County

EXPLANATION OF THE REQUEST	**Text Amendment**

This request is a staff-driven text amendment to the Cumberland County Subdivision and Zoning Ordinances to move standards for Group Development and Manufactured Home Parks from the County Subdivision Ordinance to the County Zoning Ordinance.

Group Development and Manufactured Home Parks are development types that are approved through a site plan review and approval process. They are not reviewed as, nor considered, a "subdivision".

Being that the processes for site plan reviews and approvals are called out specifically in the Zoning Ordinance, it would be considered best practice for these development standards to be housed in that ordinance. With anticipated changes to the County Subdivision Ordinance, the standards for these development types are not planned to be transferred to the new subdivision ordinance.

Staff is not proposing any changes to the current standards for these development types. This amendment only proposes moving the standards from one County ordinance to another.

This amendment also addresses some minor changes for clarification purposes. Specifically, reverting the name of "Fort Liberty" back to "Fort Bragg" in both ordinances and proposes a clarification to allow ground signs in Agricultural districts.

STAFF RECOMMENDATION

In Case ZON-25-0017, Planning & Inspections staff **recommends approval** of the text amendment and finds the request consistent with the 2030 Growth Vision Plan. While specific land use plan policies do not specifically address regulations for specific development types, a current ordinance that promotes efficient review processes achieves goals laid out not only in the 2030 Growth Vision Plan, but all detailed land use plans within the County. Approval of this text amendment is also reasonable and in the public interest as it is an update to clarify standards and review processes for the public.

ZON-25-0017: Text Amendment to Transition Manufactured Home Park and Group Development Standards from the County Subdivision Ordinance to the County Zoning Ordinance and Other Minor Amendments

Proposed Amendments to County Subdivision Ordinance

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SECTION 2005. APPLICATION.

All preliminary plans and final plats for the subdivision, as defined herein, of land shall conform to the requirements of this ordinance and the County Zoning Ordinance and shall be submitted in accordance with the procedures and specifications established within the ordinances. Plans for developments, such as ~~manufactured home parks, group developments~~, zero lot line, townhomes, and condominiums (unit ownership) shall be submitted in the same manner as and are subject to these provisions the same as other subdivision plats or plans.

SECTION 2102. METHODS OF CALCULATION.

The rules set out herein shall be used to enforce and apply this ordinance, unless such rules are inconsistent with specific criteria contained within an individual article or section. If a discrepancy arises between the following methods and any specific section elsewhere in this ordinance, the standards of the specific section shall prevail.

A. *Fractional requirements*. 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. ~~When the number of dwelling units permitted on a lot submitted for approval as a group development results in a fraction of a dwelling unit, a fraction of one-half or more shall be considered a dwelling unit, and a fraction of less than one-half shall be disregarded.~~

SECTION 2103. DEFINITIONS OF SPECIFIC TERMS AND WORDS.

~~**Fort Bragg**: See "Fort Liberty".~~
~~*(Amd. 08-21-23)*~~

Fort ~~Liberty~~ Bragg: The United States military reservation that is under the administrative control of the United States Army Garrison Fort ~~Liberty~~ Bragg. The term "Fort ~~Liberty~~ Bragg" shall also mean any sub-installation of the reservation under the operational control of the Garrison, including Pope Field, Simmons Army Airfield, and all other real property owned, leased, or managed by the United States that fall under the control of the Garrison and located within Cumberland County.

~~**Manufactured Home**: A structure designed to be used as a dwelling unit, which has been constructed and labeled indicating compliance with the U.S. Department of Housing and Urban Development (HUD) administered *National Manufactured Housing Construction and Safety Standards Act of 1974*, as amended.~~

~~**Manufactured Home, Class A**: A dwelling unit constructed after July 1, 1976, that meets or exceeds the construction standards promulgated by the U.S. Department of Housing~~

and Urban Development (HUD) that were in effect at the time of construction and that satisfies the following additional criteria:

A. The manufactured home has a length not exceeding four times its width, with length measured along the longest axis and width measured at the narrowest part of the other axis;

B. The pitch of the roof of the manufactured home has a minimum vertical rise of 2.2 feet for each 12 feet of horizontal run and the roof is finished with a type of shingle that is commonly used in standard residential construction;

C. All roof structures shall provide an eave projection of no less than six inches, which may include a gutter;

D. The exterior siding consists predominantly of vinyl or aluminum horizontal lap siding (whose reflectivity does not exceed that of gloss white paint) or wood or hardboard siding, comparable in composition, appearance and durability to the exterior siding commonly used in standard residential construction;

E. The manufactured home is set up in accordance with the standards set by the N.C. Department of Insurance (NCDOI) and a continuous permanent masonry foundation, or permanent masonry curtain wall, un-pierced except for required ventilation and access, is installed under the manufactured home;

F. Stairs, porches, entrance platforms, ramps and other means of entrance and exit to and from the home shall be installed or constructed in accordance with the standards set by the N. C. Department of Insurance (NCDOI), attached firmly to the primary structure and anchored securely to the ground; and

G. The moving hitch, wheels and axles, and transporting lights have been removed.

Manufactured Home, Class B: A dwelling unit constructed after July 1, 1976, that meets or exceeds the construction standards promulgated by the U.S. Department of Housing and Urban Development (HUD) that were in effect at the time of construction, but that does not satisfy all of the criteria necessary to qualify the dwelling unit as a Class A manufactured home.

Manufactured Home, Class C: Any manufactured home that does not meet the definitional criteria of a Class A or Class B manufactured home.

Manufactured Home Park: Any site or tract of land with more than two spaces intended to be occupied or occupied by manufactured homes, regardless of whether a charge is made for such services. Manufactured home parks may include recreational facilities and

~~other incidental structures necessary to support the residents of the park.~~

~~**Manufactured Home Space**: A plot of land within a manufactured home park designed for the accommodation of a single manufactured home.~~

SECTION 2302. AREA-SPECIFIC STANDARDS.

C. *Fort ~~Liberty~~ Bragg Special Interest Area*. Because of the location of known habitat and forage areas of the protected Red-Cockaded Woodpecker on the properties in and around the military reservations, the community, including the military, has a special interest in any subdivision or other development that occurs on the privately-owned properties in close proximity to the military bases. The official *Fort ~~Liberty~~ Bragg Special Interest Area* map, hereby adopted as part of this ordinance, shall be maintained by the Planning and Inspections Department and kept on file with the Clerk to the County Board of Commissioners – see Exhibit 6. Upon receipt for submission of any subdivision or other development subject to review under this ordinance and located within the *Fort ~~Liberty~~ Bragg Special Interest Area*, the Planning and Inspections Staff shall forward a copy of the preliminary plan to the military planner assigned to the affected military base and to the local office of the U.S. Fish and Wildlife Service, in addition to the other agencies involved in the review process. The military planner and the Fish and Wildlife representative will then assist the developer in identifying areas where trees should be maintained. While the owner is not obligated, the intent is to encourage clustering of developments in accordance with the special subdivision and development provisions of this ordinance or the County Zoning Ordinance, thus protecting the endangered woodpecker.

SECTION 2304. STREETS.

C. *Private streets.* Private streets will be permitted to serve as access within subdivisions or other developments; however, dedication of public streets and other rights-of-way or easements may be required if such are indicated on the official plans as adopted by the County Board of Commissioners, a governing body of a municipality in Cumberland County or the Planning Board. Public streets and/or other rights-of-way or easements or public access over private streets will be required where the Planning Board, the NCDOT, or public utility agency determines that such are necessary in order to promote the continuity of existing streets or utility systems or otherwise protect and promote the public health, safety and welfare.

4. *Minimum design specifications*. The following specifications shall be the minimum accepted for private streets and must be completed or guaranteed to be completed in accordance with Section 2502, prior to submission for final plat approval. In all subdivisions or other developments, minimum asphalt paving and/or base construction is required at least to the minimum

standards of the NCDOT for residential streets.

b. Class "B" private street specifications:

6. Group developments as approved under the terms of ~~this~~ the County Zoning ordinance shall be limited to a maximum of two units per lot.

c. Class "C" private street specifications:

5. Group developments as approved under the terms of ~~this~~ the County Zoning ordinance shall be limited to a maximum of two units per lot;

SECTION 2401. Reserved ~~GROUP DEVELOPMENTS.~~

~~The site plan for group developments shall show the locations and sites of buildings, streets, drives, alleys, parking, recreation areas, signs, loading berths, yards and other open spaces, and shall be in accordance with the following specifications:~~

~~A. *Lot area*. The plot area per dwelling unit, excluding the area of publicly dedicated rights-of-way within the development, shall be as permitted by the County Zoning Ordinance.~~

~~B. *Yard setbacks.* Each building on the periphery of a group development shall observe the minimum yard setback requirements for the district in which the development occurs. The judgment of the Planning Board as to what constitutes the front, rear and side yards of each building in the group development shall be final.~~

~~C. *Building separation.* Buildings within group developments under single ownership shall be separated by a minimum distance of 20 feet plus ten feet for each story above two stories. In no case shall any part of a principal residential building be located closer than 20 feet to any part of another principal building.~~

~~D. *Street access.* The property to be developed must have a boundary line or lines contiguous with and giving direct vehicular access to and from one or more public streets, or private streets with public access approved in accordance with Section 2304. Group developments in the form of apartment complexes or unit ownership developments with owners' associations legally obligated to maintain vehicular access and circulation drives shall not be subject to the private street standards specified in Section 2304.~~

~~E. *Dedication/Reservation of right-of-way.* Where official plans show future streets or thoroughfares or where reasonable access to adjoining property is required, the development will be designed so as to provide right-of-way for such future streets or thoroughfares and to give access to such properties by means of a public street dedication,~~

if the development is such that requires a final plat to be prepared and recorded, or where no final plat is required, the land area within the right-of-way shall be reserved. No portion of the land area contained within the reserved or dedicated right-of-way may be used to satisfy calculation for density or other dimensionalrequirements.

F. *Off street parking.* Off street parking shall be provided in accordance with applicable zoning regulations. At least three fourths of the required parking spaces shall be located on the development in off street parking lots, no part of which shall be located closer than five feet to any existing or proposed street right-of-way line in accordance with the adopted Highway Plan or locally adopted Collector/ Feeder Street Plan. Each space shall be not less than nine feet by 20 feet in area. Compact car spaces may be utilized within a development in accordance with the provisions of the County Zoning Ordinance. Isles adjacent to the compact car spaces shall be standard width, and all compact car spaces shall be clearly marked. One- fourth of the required parking spaces may be in parking bays on minor public streets which are entirely within the development, provided that no space shall be in the turn-around portion of cul-de-sac. Bays shall not be longer than 80 feet along such street lines and each bay shall be separated from any other bay by a distance of not less than one-half the combined width of both bays. No more than one-third of the total frontage of any such street shall be devoted to parking bays. Each off-street parking space for any residential building shall be located within 200 feet of said building.

G. *Swimming pools.* Swimming pools which are constructed within a multi-family development shall be located not less than 50 feet from any boundary of the project, including a public street. All swimming pools shall comply with the provisions of the County Zoning Ordinance.

H. *Recreation/Open space areas.* In residential group developments designated recreation/open space areas and facilities shall be provided on-site in accordance with the provisions of Section 2308 unless the developer can show, and the Planning and Inspections Director agrees after consulting with the Parks and Recreation Director, that the surrounding community has adequate public recreation area available. In the event that adequate public recreation is existing within the surrounding community, the developer shall pay a fee in lieu of providing on-site recreation as allowed in Section 2308. Areas within the required yard setbacks can be counted as part of the required recreation area provided they are developed, which would include tennis and basketball courts, jogging trails, etc. These facilities shall not consist of over ten percent of the required recreation/open space area. On-site amenities outside the setback area such as indoor recreation centers and clubhouses may be counted to satisfy the provisions of this sub-section. Recreation/open space areas dedicated to the public sector shall be subject to all the requirements in Section 2308.

I. *Screening*. All dumpster and utility areas shall be located on concrete slabs and at a

~~minimum, fenced around three fenced sides. Chain link fencing may be utilized, but it must be accompanied with vegetative plantings so planted to effectively screen the dumpster and utility areas.~~

~~J. All applicable provisions of the County Zoning Ordinance, to include buffers, signage, etc. is to be complied with and evidenced on the site plan.~~

SECTION 2402. ZERO LOT LINE DEVELOPMENTS.

Zero lot line developments shall comply with all the requirements of group developments as specified in the County Zoning Ordinance when not specified herein and for the purposes of determining compliance with this ordinance and the County Zoning Ordinance, such development plan shall be considered a group development. Zero lot line developments shall be exempt from the minimum lot size provisions of Section 1104 of the County Zoning Ordinance provided that the overall average density of the zoning district in which the development is located is not exceeded. In addition to the provisions for Section 2401 above, the following shall be complied with:

SECTION 2404. Reserved ~~MANUFACTURED HOME PARKS.~~

~~A. *Purpose*. The purpose of this section is to establish regulations and procedures for the initial construction and continued use of manufactured home parks, which is found to be necessary in order to protect the health, safety and welfare of the residents of the manufactured home park.~~

~~B. *Application of chapter*. The provisions contained herein are the minimum provisions every manufactured home park plan must comply with prior to allowing for the inhabitation of any manufactured home within the manufactured home park.~~

~~C. *Permits required*. It shall be unlawful for any person to construct, maintain or use any lot or other parcel of land within the jurisdiction of Cumberland County for a manufactured home park until application has been made and a permit has been issued by the Code Enforcement Coordinator. No on-site improvements may be made until after a permit has been granted by the Code Enforcement Coordinator in accordance with an approved manufactured home park site plan.~~

~~D. *Site plans.* Site plans for manufactured home parks in addition to all items required in Article 2203 for preliminary plans shall show the location of all proposed structures; pedestrian paths, type and location of the perimeter buffer, electric lighting plans, off-street parking areas, drainage facilities, and all other required provisions of this section.~~

~~E. *Dimensional criteria.*~~

1. *Lot area.* The minimum lot area for a manufactured home park shall be one acre, excluding publicly dedicated or reserved right-of-way for streets, and floodplain areas.

2. *Density*. The maximum density of individual manufactured home units within a manufactured home park shall be eight per acre excluding publicly dedicated or reserved right-of-way for streets.

3. *Location of manufactured home spaces.* Each proposed manufactured home proposed to be located within a manufactured home park must be located within a designated manufactured home space as approved on the manufactured home park site plan and every manufactured home space shall comply with the following minimum yard space provisions:

a. All manufactured home spaces shall be designed in such a manner that will allow for each manufactured home space to be a minimum of 25 feet apart longitudinally, 15 feet apart end to end or corner to corner, and when spaces are designed in such a manner that one space is angled toward another space, 20 feet apart;

b. All manufactured home spaces shall be located a minimum of 25 feet from any permanent building located within the manufactured home park;

c. All manufactured home spaces and structures, including buildings within the manufactured home park shall be located no closer than 25 feet of a public street right-of-way; and

d. All manufactured home spaces shall be located no closer than five feet of the internal drive within the manufactured home park.

F. *Street access.* All manufactured home parks shall have direct access to a public right-of-way. Direct access to any public right-of-way shall not be permitted for any single manufactured home space within the manufactured home park; all manufactured home spaces must be served internally by means of a private drive. Street access and entrance area designs shall conform to the *NC Department of Transportation Policy on Street and Driveway Access to North Carolina Highways* guidelines.

G. *Improvements*. In addition to all applicable improvements required by Article XXIII and the County Zoning Ordinance, the following improvements shall be constructed or implemented prior to application for the final building/park inspection:

1. *Parking*. Off-street parking spaces shall be provided in accordance with the applicable zoning district regulations; however, in no case shall there be less than two off-street parking spaces for each manufactured home space. Parking shall not be permitted on or along the internal drives in manufactured home parks.

2. *Internal drives.* All drives and courts shall be designed with a minimum 30 foot right-of-way and a minimum 20 foot paved traffic area which is adequately drained. Every dead-end drive more than 100 feet in length or serving more than four manufactured home spaces shall be provided with a paved turn-around having a radius of not less than 40 feet for a traffic surface.

3. *Drainage.* The manufactured home park spaces shall be situated on ground that is not designated as a *Special Flood Hazard Area* and designed and graded with drainage facilities installed to transport runoff to an appropriate outfall in such a manner as to comply with the N.C. Department of Environment and Natural Resources' *Manual of Best Management Practices* (BMP) for storm water control. When manufactured home parks abut an existing public drainage system, connection to the public system is mandatory.

4. *Water and sewer.* Every manufactured home space shall be provided with water and sewer services to meet providing agency's standards, if public, or County Public Health Department requirements, and all such plans shall be approved by the appropriate agencies.

5. *Underground utilities.* All wiring serving new or remodeled manufactured home parks shall be placed underground, except as outlined in Section 2306 D.

6. *Lighting.* All interior drives and off-street parking areas within the manufactured home park shall be lighted and in compliance with Section 1102 M, County Zoning Ordinance. The plans for lighting and all other electrical hookups and wiring shall be approved by a County Electrical Inspector.

7. *Trash receptacles/dumpsters.* All manufactured home parks shall provide trash and garbage storage receptacles for each manufactured home space that complies with the standards of the County Department of Solid Waste Management. The manufactured home park owner is responsible for proper storage, collection and disposal of the trash.

8. *Screening.* All dumpster and utility areas shall be located on concrete slabs and at a minimum, fenced around three fenced sides. Chain link fencing may be utilized, but it must be accompanied with vegetative plantings so planted to effectively screen the dumpster and utility areas.

9. *Recreation and open space.* Each manufactured home park shall provide on-site recreation/open space areas to service the needs of the residents of the park complying with the provisions of Section 2308. Irregular shaped areas will be judged for usefulness considering the intent of this ordinance. Each recreation/open space area shall be delineated on the site plan. Areas within the yard setbacks can be counted as part of the

required recreation/open space area provided these areas are developed, which could include such items as tennis and basketball courts, jogging trails, etc. These facilities shall not consist of over ten percent of the required recreation/open space area. No portion of the fifteen-foot perimeter buffer/landscaped area, required below, shall be counted as part of the required recreation/open space area. On-site amenities outside of the yard setbacks, such as indoor recreation centers, clubhouses, etc. may be utilized for calculation to satisfy the recreation/open space area requirements.

10. *Perimeter buffer.* All manufactured home parks shall have a minimum fifteen-foot wide natural or landscaped buffer area around the perimeter of the park, excluding entrance drives within which no temporary or permanent structures shall be permitted. All manufactured home parks shall have a physical barrier (i.e. fencing, hedge, etc.) defining the boundaries of the park. Additionally, if earth berms, fences or walls are located within the buffer area, the buffer width shall not be reduced.

11. *Fire protection.* Fire protection standards shall be provided in accordance with the rules and regulations of the fire district in which they are located. All manufactured home park plans shall be submitted and approved by the County Fire Marshal prior to occupancy.

12. *Pedestrian circulation.* All manufactured home parks shall contain and maintain minimum three-foot wide internal pedestrian paths to central facilities, such as pools, office areas, laundry facilities, recreation areas, bus stops, etc. These paths, at a minimum, shall consist of a top layer of sand, crushed gravel or similar approved material. The location of these paths shall be shown on the site plan. No building/park final inspection can be accomplished until these paths are installed.

H. *Highway Plan.* Any manufactured home park site impacted by a proposed right-of-way shall reserve (or dedicate, if final plat required) the right-of-way up to 80 feet in width. Until the reservation is utilized, the developer is allowed to use the area for manufactured home park development. However, this area shall be designated so that it can exist independently from the remainder of the manufactured home park so that when the roadway construction commences, it will have little impact on the rest of the park.

I. *Manufactured home classification.* All manufactured home park spaces developed and approved after July 1, 1996 shall be restricted to Class A and Class B manufactured homes, as defined by this ordinance.

J. *Replacement homes.* When manufactured home park owners intend to replace a manufactured home, they shall first notify the Code Enforcement Coordinator and stake out the site of the new manufactured home showing the required setbacks, buffers and separation areas.

Proposed Amendments to County Zoning Ordinance

SECTION 203. DEFINITIONS OF SPECIFIC TERMS AND WORDS.

~~**Fort Bragg:** See "Fort Liberty".~~

Fort ~~Liberty~~ Bragg: The United States military reservation that is under the administrative control of the United States Army Garrison Fort ~~Liberty~~ Bragg. The term "Fort ~~Liberty~~ Bragg" shall also mean any sub-installation of the reservation under the operational control of the Garrison, including Pope Field, Simmons Army Airfield, and all other real property owned, leased, or managed by the United States that fall under the control of the Garrison and located within Cumberland County.

Group Development: A group of two or more principal uses, structures, or dwelling units occupying, built on, or intended to occur on a single lot, tract, or parcel of land. ~~(County Subdivision Ordinance)~~

Manufactured Home Park: A multi-family development on any site or tract of land with more than two spaces intended to be occupied by manufactured homes, regardless of whether a charge is made for such services. Manufactured home parks may include recreational facilities and other incidental structures necessary to support the residents of the park. ~~(County Subdivision Ordinance)~~
(Amd. 02-19-08)

Manufactured Home Space: A plot of land within a manufactured home park designed for the accommodation of one manufactured home. ~~(County Subdivision Ordinance)~~

Motor Vehicle: A machine designed or intended to travel over land or water by self-propulsion or while attached to a self-propelled vehicle, except that said definition shall not include a "manufactured home" or "mobile home" as defined in County Health Department regulations~~, the County Subdivision Ordinance, and~~ or this ordinance.

SECTION 403. USE MATRIX.

MANUFACTURED HOME PARK ~~(County Subdivision Ordinance)~~, excluding any manufactured home sales (Sec. 913.1)													**P**								

ARTICLE VIII.II GROUP DEVELOPMENTS

SECTION 8.201. GROUP DEVELOPMENTS.

The site plan for group developments shall show the locations and sites of buildings, streets, drives, alleys, parking, recreation areas, signs, loading berths, yards and other open spaces, and shall be in accordance with the following specifications:

A. *Lot area*. The plot area per dwelling unit, excluding the area of publicly dedicated rights-of-way within the development, shall be as permitted by this Ordinance.

B. *Yard setbacks.* Each building on the periphery of a group development shall observe the minimum yard setback requirements for the district in which the development occurs. The judgment of the Planning and Inspections staff as to what constitutes the front, rear and side yards of each building in the group development shall be final.

C. *Building separation.* Buildings within group developments under single ownership shall be separated by a minimum distance of 20 feet plus ten feet for each story above two stories. In no case shall any part of a principal residential building be located closer than 20 feet to any part of another principal building.

D. *Street access.* The property to be developed must have a boundary line or lines contiguous with and giving direct vehicular access to and from one or more public streets, or private streets with public access approved in accordance with Section 2304 of the County Subdivision Ordinance. Group developments in the form of apartment complexes or unit ownership developments with owners' associations legally obligated to maintain vehicular access and circulation drives shall not be subject to the private street standards specified in Section 2304 of the County Subdivision Ordinance.

E. *Dedication/Reservation of right-of-way.* Where official plans show future streets or thoroughfares or where reasonable access to adjoining property is required, the development will be designed so as to provide right- of-way for such future streets or thoroughfares and to give access to such properties by means of a public street dedication, if the development is such that requires a final plat to be prepared and recorded, or where no final plat is required, the land area within the right-of-way shall be reserved. No portion of the land area contained within the reserved or dedicated right-of-way may be used to satisfy calculation for density or other dimensional requirements.

F. *Off-street parking.* Off-street parking shall be provided in accordance with applicable zoning regulations. At least three-fourths of the required parking spaces shall be located on the development in off-street parking lots, no part of which shall be located closer than five feet to any existing or proposed street right-of-way line in accordance with the adopted Highway Plan or locally adopted Collector/ Feeder Street Plan. Each space shall be not less than nine feet by 20 feet in area. Compact car spaces may be utilized within a development in accordance with the provisions of the County Zoning Ordinance. Isles adjacent to the compact car spaces shall be standard width, and all compact car spaces shall be clearly marked. One- fourth of the required parking spaces may be in parking bays on minor public streets which are entirely within the development, provided that no space shall be in the turn-around portion of cul-de-sac. Bays shall not be longer than 80 feet along such street lines and each bay shall be separated from any other bay by a distance of not less than one-half the combined width of both bays. No more than one- third of the total frontage of any such street shall be devoted to parking bays. Each off- street parking space for any residential

building shall be located within 200 feet of said building.

G. *Swimming pools.* Swimming pools which are constructed within a multi-family development shall be located not less than 50 feet from any boundary of the project, including a public street. All swimming pools shall comply with the provisions of this Ordinance.

H. *Recreation/Open space areas.* In residential group developments designated recreation/open space areas and facilities shall be provided on- site in accordance with the provisions of Section 2308 of the County Subdivision Ordinance unless the developer can show, and the Planning and Inspections Director agrees after consulting with the Parks and Recreation Director, that the surrounding community has adequate public recreation area available. In the event that adequate public recreation is existing within the surrounding community, the developer shall pay a fee in lieu of providing on-site recreation as allowed in Section 2308 of the County Subdivision Ordinance. Areas within the required yard setbacks can be counted as part of the required recreation area provided they are developed, which would include tennis and basketball courts, jogging trails, etc. These facilities shall not consist of over ten percent of the required recreation/open space area. On- site amenities outside the setback area such as indoor recreation centers and clubhouses may be counted to satisfy the provisions of this sub-section. Recreation/open space areas dedicated to the public sector shall be subject to all the requirements in Section 2308 of the County Subdivision Ordinance.

I. *Screening*. All dumpster and utility areas shall be located on concrete slabs and at a minimum, fenced around three fenced sides. Chain link fencing may be utilized, but it must be accompanied with vegetative plantings so planted to effectively screen the dumpster and utility areas.

J. All applicable provisions of this Ordinance, to include buffers, signage, etc. is to be complied with and evidenced on the site plan.

SECTION 913.1 MANUFACTURED HOME PARK.

A. *Purpose*. The purpose of this section is to establish regulations and procedures for the initial construction and continued use of manufactured home parks, which is found to be necessary in order to protect the health, safety and welfare of the residents of the manufactured home park.

B. *Application of chapter*. The provisions contained herein are the minimum provisions every manufactured home park plan must comply with prior to allowing for the inhabitation of any manufactured home within the manufactured home park.

C. *Permits required*. It shall be unlawful for any person to construct, maintain or use any lot or other parcel of land within the jurisdiction of Cumberland County for a manufactured home park until application has been made and a permit has been issued by the Code Enforcement Coordinator. No on-site improvements may be made until after a permit has been granted by the Code Enforcement Coordinator in accordance with an approved

manufactured home park site plan.

D. *Site plans.* Site plans for manufactured home parks in addition to all items required in Article 2203 for preliminary plans shall show the location of all proposed structures; pedestrian paths, type and location of the perimeter buffer, electric lighting plans, off-street parking areas, drainage facilities, and all other required provisions of this section.

E. *Dimensional criteria*.

1. *Lot area.* The minimum lot area for a manufactured home park shall be one acre, excluding publicly dedicated or reserved right-of-way for streets, and floodplain areas.

2. *Density*. The maximum density of individual manufactured home units within a manufactured home park shall be eight per acre excluding publicly dedicated or reserved right-of-way for streets.

3. *Location of manufactured home spaces.* Each proposed manufactured home proposed to be located within a manufactured home park must be located within a designated manufactured home space as approved on the manufactured home park site plan and every manufactured home space shall comply with the following minimum yard space provisions:

a. All manufactured home spaces shall be designed in such a manner that will allow for each manufactured home space to be a minimum of 25 feet apart longitudinally, 15 feet apart end-to-end or corner-to-corner, and when spaces are designed in such a manner that one space is angled toward another space, 20 feet apart;

b. All manufactured home spaces shall be located a minimum of 25 feet from any permanent building located within the manufactured home park;

c. All manufactured home spaces and structures, including buildings within the manufactured home park shall be located no closer than 25 feet of a public street right-of-way; and

d. All manufactured home spaces shall be located no closer than five feet of the internal drive within the manufactured home park.

F. *Street access*. All manufactured home parks shall have direct access to a public right-of-way. Direct access to any public right-of-way shall not be permitted for any single manufactured home space within the manufactured home park; all manufactured home spaces must be served internally by means of a private drive. Street access and entrance area designs shall conform to the *NC Department of Transportation Policy on Street and Driveway Access to North Carolina Highways* guidelines.

G. *Improvements*. In addition to all applicable improvements required by Article XXIII and the County Zoning Ordinance, the following improvements shall be constructed or implemented prior to application for the final building/park inspection:

1. *Parking.* Off-street parking spaces shall be provided in accordance with the applicable zoning district regulations; however, in no case shall there be less than two off- street parking spaces for each manufactured home space. Parking shall not be permitted on or along the internal drives in manufactured home parks.

2. *Internal drives.* All drives and courts shall be designed with a minimum 30-foot right-of-way and a minimum 20-foot paved traffic area which is adequately drained. Every dead-end drive more than 100 feet in length or serving more than four manufactured home spaces shall be provided with a paved turn-around having a radius of not less than 40 feet for a traffic surface.

3. *Drainage*. The manufactured home park spaces shall be situated on ground that is not designated as a *Special Flood Hazard Area* and designed and graded with drainage facilities installed to transport runoff to an appropriate outfall in such a manner as to comply with the N.C. Department of Environment and Natural Resources' *Manual of Best Management Practices* (BMP) for storm water control. When manufactured home parks abut an existing public drainage system, connection to the public system is mandatory.

4. *Water and sewer*. Every manufactured home space shall be provided with water and sewer services to meet providing agency's standards, if public, or County Public Health Department requirements, and all such plans shall be approved by the appropriate agencies.

5. *Underground utilities*. All wiring serving new or remodeled manufactured home parks shall be placed underground, except as outlined in Section 2306 D.

6. *Lighting*. All interior drives and off-street parking areas within the manufactured home park shall be lighted and in compliance with Section 1102 M, County Zoning Ordinance. The plans for lighting and all other electrical hookups and wiring shall be approved by a County Electrical Inspector.

7. *Trash receptacles/dumpsters*. All manufactured home parks shall provide trash and garbage storage receptacles for each manufactured home space that complies with the standards of the County Department of Solid Waste Management. The manufactured home park owner is responsible for proper storage, collection and disposal of the trash.

8. *Screening*. All dumpster and utility areas shall be located on concrete slabs and at a minimum, fenced around three fenced sides. Chain link fencing may be utilized, but it must be accompanied with vegetative plantings so planted to effectively screen the dumpster and utility areas.

9. *Recreation and open space.* Each manufactured home park shall provide on-site recreation/open space areas to service the needs of the residents of the park complying with the provisions of Section 2308. Irregular shaped areas will be judged for usefulness considering the intent of this ordinance. Each recreation/open space area shall be delineated on the site plan. Areas within the yard setbacks can be counted as part of the

required recreation/open space area provided these areas are developed, which could include such items as tennis and basketball courts, jogging trails, etc. These facilities shall not consist of over ten percent of the required recreation/open space area. No portion of the fifteen-foot perimeter buffer/landscaped area, required below, shall be counted as part of the required recreation/open space area. On-site amenities outside of the yard setbacks, such as indoor recreation centers, clubhouses, etc. may be utilized for calculation to satisfy the recreation/open space area requirements.

10. *Perimeter buffer.* All manufactured home parks shall have a minimum fifteen- foot wide natural or landscaped buffer area around the perimeter of the park, excluding entrance drives within which no temporary or permanent structures shall be permitted. All manufactured home parks shall have a physical barrier (i.e. fencing, hedge, etc.) defining the boundaries of the park. Additionally, if earth berms, fences or walls are located within the buffer area, the buffer width shall not be reduced.

11. *Fire protection*. Fire protection standards shall be provided in accordance with the rules and regulations of the fire district in which they are located. All manufactured home park plans shall be submitted and approved by the County Fire Marshal prior to occupancy.

12. *Pedestrian circulation*. All manufactured home parks shall contain and maintain minimum three-foot wide internal pedestrian paths to central facilities, such as pools, office areas, laundry facilities, recreation areas, bus stops, etc. These paths, at a minimum, shall consist of a top layer of sand, crushed gravel or similar approved material. The location of these paths shall be shown on the site plan. No building/park final inspection can be accomplished until these paths are installed.

H. *Highway Plan*. Any manufactured home park site impacted by a proposed right-of-way shall reserve (or dedicate, if final plat required) the right-of-way up to 80 feet in width. Until the reservation is utilized, the developer is allowed to use the area for manufactured home park development. However, this area shall be designated so that it can exist independently from the remainder of the manufactured home park so that when the roadway construction commences, it will have little impact on the rest of the park.

I. *Manufactured home classification*. All manufactured home park spaces developed and approved after July 1, 1996 shall be restricted to Class A and Class B manufactured homes, as defined by this ordinance.

J. *Replacement homes*. When manufactured home park owners intend to replace a manufactured home, they shall first notify the Code Enforcement Coordinator and stake out the site of the new manufactured home showing the required setbacks, buffers and separation areas.

SECTION 1103. SPECIAL DEVELOPMENTS.

Special developments governed elsewhere in this ordinance and those governed by the County Subdivision Ordinance may be exempt from the lot and yard requirements of this ordinance, provided the development conforms to the special provisions of this ordinance and the County Subdivision Ordinance and the overall dwelling unit density is maintained for the district in which

it is located except where specifically exempted elsewhere. This section shall include, but not be limited to Article V, Conditional Zoning District; Article VI, Mixed Use-Conditional Zoning District and Article VIII, Density Development-Conditional Zoning District; contained within this ordinance, Variable Lot Residential Developments, and Zero Lot Line Developments, Unit Ownership Developments, and Manufactured Home Parks~~, which are regulated by the County Subdivision Ordinance~~.

SECTION 1501. SUBMISSION OF AMENDMENTS AND CHANGES.

D. Notice to Military Bases. All requests for amendments that would change or affect the permitted uses of land located five miles or less from the perimeter boundary of Fort ~~Liberty~~ Bragg, Pope Field, and/or Simmons Army Airfield shall be provided to the Commander of said bases in accordance with N. C. GEN. STAT. §160D-601.

SECTION 1607. HEARINGS

C. The Secretary to the Board of Adjustment shall ensure the Commanders of Fort ~~Liberty~~ Bragg, Pope Field, and Simmons Army Airfield are notified of any application affecting the use of property located within five miles or less of the perimeter boundary of said bases in accordance with N.C. GEN. STAT. §160D-601.

1309.D	GROUND SIGN

3. Zoning Districts Where Permitted:	CD, A1, A1A, DD/CZ	R40 to R7.5, RR	R6 to R5	OI, MXD, PND	C1(P) & M1(P)	C(P) & C2(P)	M(P)
	~~No~~ Yes	Yes	Yes	Yes	Yes	Yes	Yes

PUBLIC NOTICE

The Cumberland County Board of Commissioners will meet at 6:45 p.m. on August 25, 2025 in Room 118 of the County Courthouse at 117 Dick Street to hear the following:

ZON-25-0017: Text Amend. to transition Manufactured Home Park and Group Dev. standards from County Sub. Ord. to County Zon. Ord. and other minor amendments; Cumberland County Planning and Inspections (Applicant).

ZON-25-0018: Rezoning from A1 Ag. Dist. and R40 Res. Dist. to R40 Res. Dist. or to a more restrictive zoning dist.; 2.82 +/- acres; 3003 H. Clark Rd; Erin and Mark Rice (Owners).

ZON-25-0019: Rezoning from R10 Res. Dist. to RR Rural Res. Dist. or to a more restrictive zoning dist.; 16.84 +/- acres; 6766 Rockfish Rd and an adjoining parcel; Marion & Kimberly Starling (Owners).

ZON-25-0021: Rezoning from A1 Ag. Dist. to C2(P) Planned Service and Retail Dist. or to a more restrictive zoning dist.; 1.00 +/- acres; at northwest intersection of NC Hwy 87 S and Pummill Rd; Jeff Riddle (Agent), Chaudhuri Investments, LLC (Owner).

ZON-25-0024: Rezoning from A1 Ag. Dist. to R40A Res. Dist. or to a more restrictive zoning dist.; 2.85 +/- acres; 6512 Cedar Creek Rd; Juanita Philyaw (Agent), Beulah Mae Johnson Heirs (Owners).

ZON-25-0025: Rezoning from R6A Res. Dist. and RR Rural Res. Dist. to R6A Res. Dist. or to a more restrictive zoning dis.; 2.74 +/- acres; 169 Snow Hill Rd; Jazmine Scott (Agent), Tweety Enterprise, LLC (Owner).

ZON-25-0027: Rezoning from A1 Ag. Dist. to R20 Res. Dist. or to a more restrictive zoning dist.; 5.11 +/- acres; 487 Palestine Rd; Ernest and Barbara Smith (Owners).

August 15, 22 2025
LWLM0341461

PLANNING AND INSPECTIONS DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF AUGUST 25, 2025

TO: **BOARD OF COUNTY COMMISSIONERS**

FROM: **RAWLS HOWARD, DIRECTOR OF PLANNING AND INSPECTIONS**

DATE: **8/11/2025**

SUBJECT: CASE # ZON-25-0018

BACKGROUND

ZON-25-0018: Rezoning from A1 Agricultural District and R40 Residential District to R40 Residential District or to a more restrictive zoning district for a parcel comprising 2.82 +/- acres; located at 3003 H. Clark Rd; submitted by Erin and Mark Rice (Owners).

RECOMMENDATION / PROPOSED ACTION

Planning Board Action: Recommended approval of the rezoning request from A1 Agricultural District and R40 Residential District to R40 Residential District at their June 17, 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-25-0018, Planning and Inspections staff recommends approval of the rezoning request from A1 Agricultural District and R40 Residential District to R40 Residential District. Staff finds that the request is consistent with the South-Central Area Land Use Plan which calls for "Farmland" at this location. Staff also finds that the request is reasonable and in the public interest as it is compatible to and in harmony with the surrounding land use activities and zoning.

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

MOTION:

In Case ZON-25-0018, I move to approve the rezoning request from A1 Agricultural District and R40 Residential District to R40 Residential District. The Board finds that the request is consistent with the South-Central Area Land Use Plan which calls for "Farmland" at this location. The Board also finds that the request

is reasonable and in the public interest as it is compatible to and in harmony with the surrounding land use activities and zoning.

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-25-0018, I move to deny the rezoning request from A1 Agricultural District and R40 Residential District to R40 Residential District and find that the request is not consistent with the South-Central Area Land Use Plan. The request is not reasonable or in the public interest because _____.

ATTACHMENTS:

Description	Type
CASE # ZON-25-0018	Backup Material

Rawls Howard
Director

David Moon
Deputy Director

CUMBERLAND COUNTY
NORTH CAROLINA

Cumberland County Joint Planning Board

August 25, 2025

MEMO TO: Cumberland County Board of Commissioners

FROM: Rawls Howard, Director of Planning & Inspections

SUBJECT: **ZON-25-0018:** Rezoning from A1 Agricultural District and R40 Residential District to R40 Residential District or to a more restrictive zoning district for a parcel comprising 2.82 +/- acres; located at 3003 H. Clark Rd; submitted by Erin and Mark Rice (Owners).

ACTION: The Planning Board recommended approval of the rezoning request from A1 Agricultural District and R40 Residential District to R40 Residential District at their June 17, 2025, meeting for the reasons stated and as fully reflected in the minutes of the Planning Board meeting which are incorporated herein by reference.

MINUTES OF JUNE 17, 2025

In Case ZON-25-0018, Planning and Inspections staff recommends approval of the rezoning request from A1 Agricultural District and R40 Residential District to R40 Residential District. Staff finds that the request is consistent with the South-Central Area Land Use Plan which calls for "Farmland" at this location. Staff also finds that the request is reasonable and in the public interest as it is compatible to and in harmony with the surrounding land use activities and zoning.

In Case ZON-25-0018, Ms. Lynd made a motion, seconded by Mr. Williams, to approve the rezoning request from A1 Agricultural District and R40 Residential District to R40 Residential District. The Board finds that the request is consistent with the South-Central Area Land Use Plan which calls for "Farmland" at this location. The Board also finds that the request is reasonable and in the public interest as it is compatible to and in harmony with the surrounding land use activities and zoning. Unanimous approval.

First Class and Record Owners' Mailed Notice Certification

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

CUMBERLAND COUNTY
NORTH CAROLINA
PLANNING & INSPECTIONS

PLANNING STAFF REPORT
REZONING CASE # ZON-25-0018
Planning Board Meeting: June 17, 2025

Location: 3003 H. Clark Rd
Jurisdiction: County - Unincorporated

REQUEST	**Rezoning A1 and R40 to R40**

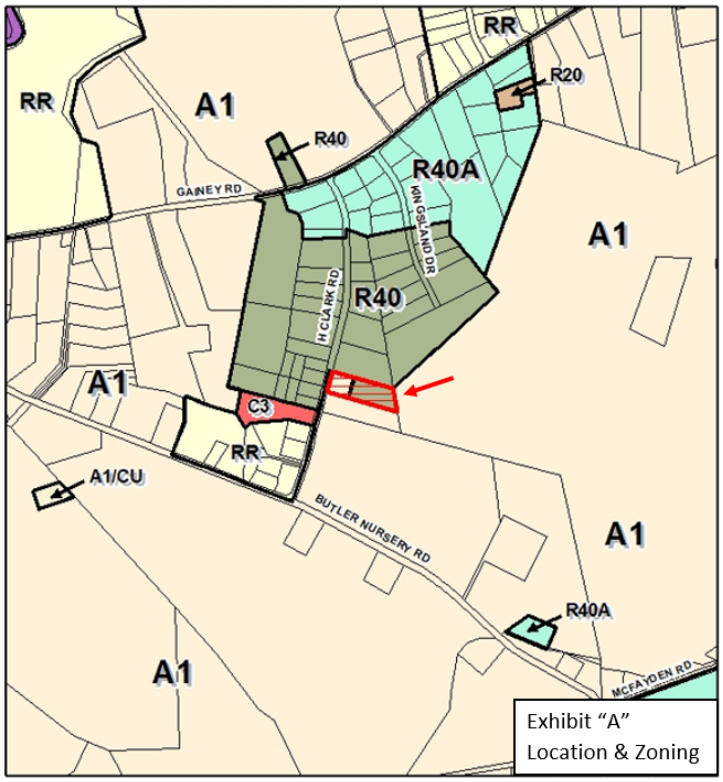
Applicant requests a rezoning from A1 Agricultural District and R40 Residential District to R40 Residential District for approximately 2.82 acres located at 3003 H. Clark Rd. Approximately 0.95 acres of the parcel is assigned to the A1 Agricultural District and the remaining the 1.87 aces is assigned the R40 Residential District. The parcel currently has one single-family residential dwelling unit. The intent of the property owner is to subdivide the existing lot into two lots.

PROPERTY INFORMATION

OWNER/APPLICANT: Mark Alden Rice and Erin Kirtland Sanderson Rice (Owners and Applicants).

ADDRESS/LOCATION: Refer to Exhibit "A", Location and Zoning Map. REID number: 0453375306000.

SIZE: The parcel contains approximately 2.82 acres. Road frontage along H. Clark Rd is 200 feet. The property is 658.58 feet in length at its deepest point.



EXISTING ZONING: The subject property is currently zoned A1 Agricultural District and R40 Residential District. The A1 Agricultural district is designed to promote and protect agricultural lands, including woodland, within the County. The general intent of the district is to permit all agricultural uses to exist free from most private urban development except for large lot, single-family development. Some public and/or semi-public uses as well as a limited list of convenient commercial uses are permitted to ensure essential services for the residents. The R40 Residential District is designed primarily for single-family dwelling units with a lot area of 40,000 square feet or greater.

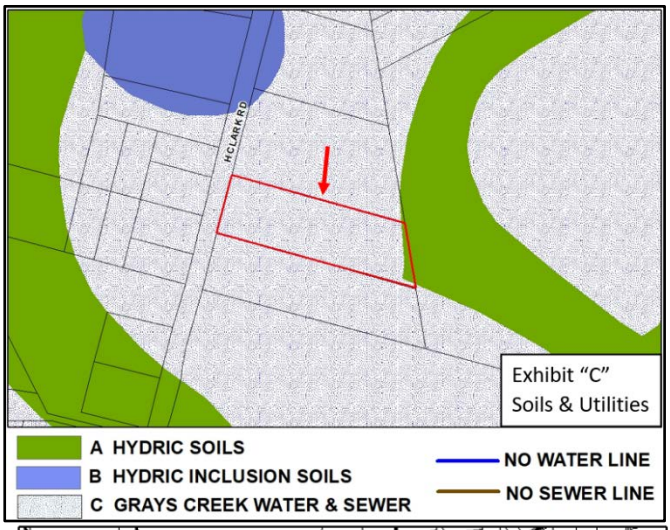
EXISTING LAND USE: The subject parcel currently contains one single-family dwelling. Exhibit "B" shows the existing use of the subject property.

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

- **North**: Single-Family Residential, and Wooded Lands.
- **East**: Undeveloped Wooded Lands
- **West**: Single-Family Residential, and Wooded Lands.
- **South**: Single-Family Residential, Wooded Lands, and Farmland.

- **OTHER SITE CHARACTERISTICS**: The site is not located in a Watershed Protection Area but is located in the 500-year flood. The subject property, as delineated in Exhibit "C", illustrates the presence of hydric soils on the most easterly portion of the property.



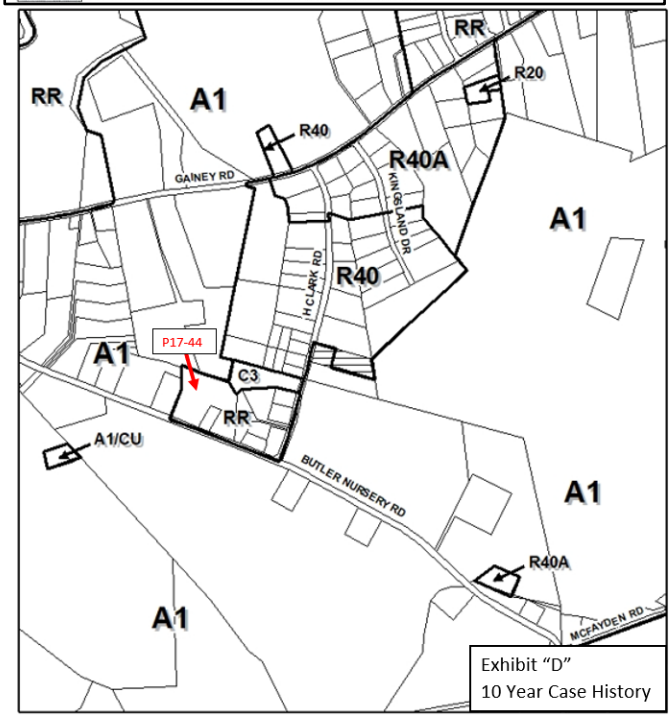


TEN YEAR ZONE CASE HISTORY:

Exhibit "D" denotes one rezoning case occurring within the past ten years near the subject property:

P17-44: RR & RR/CU to RR; Approved.

DEVELOPMENT REVIEW: Should the request be approved, the property owner intends to submit a preliminary subdivision plan and plat to subdivide the parcel for residential use. Any subdivision must be consistent with County Subdivision and Zoning Ordinances.



DIMENSIONAL PROVISIONS FOR REQUESTED DISTRICT:

Minimum Standard	A1 (Existing Zoning)	R40 (Existing and Proposed)
Front Yard Setback	50 feet	30 feet
Side Yard Setback	20 feet	15 feet
Rear Yard Setback	50 feet	35 feet
Lot Area	2 acres	40,000 square feet
Lot Width	100 feet	100 feet

DEVELOPMENT POTENTIAL:

Existing Zoning (A1 and R40)	Proposed Zoning (R40)
2 dwelling units	3 dwelling units

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

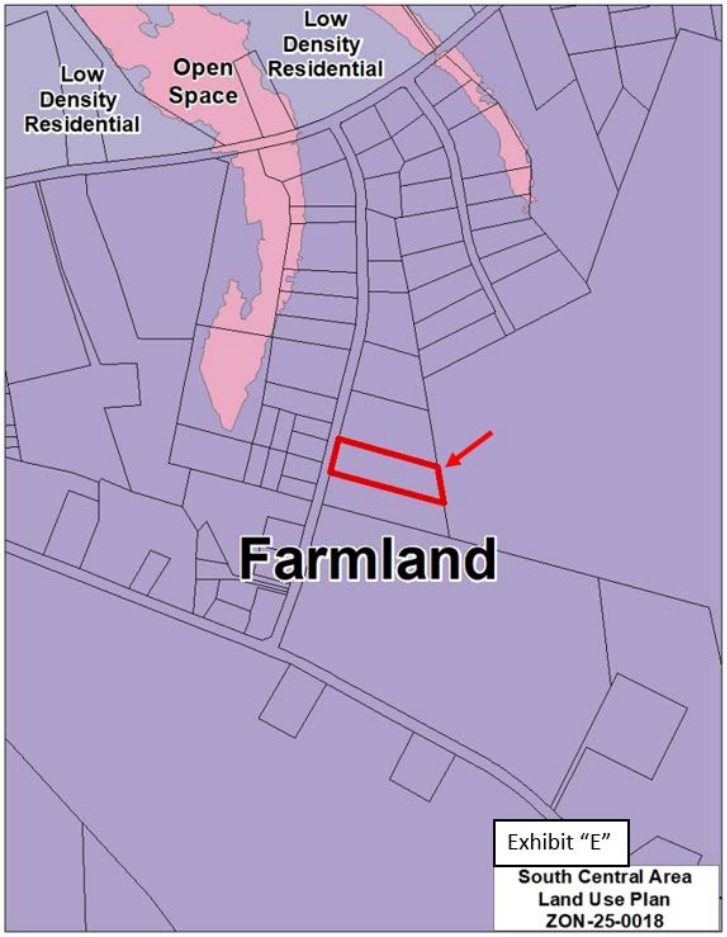
COMPREHENSIVE PLANS:

This property is located in the South-Central Land Use Plan (2015), as shown in Exhibit "E". The future land use classification of the property is "Farmland". The associated zoning districts for Farmland are A1, A1A, R40, R40A, and CD.

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

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

- "Provide a complete range of residential housing types that accommodates the needs of all residents with adequate infrastructure while preserving the character of the area and protecting environmentally sensitive areas" (South Central land Use Plan 2015, p.93).
- "Promote the building of quality housing" (South Central Land Use Plan 2015, p. 93).
- "Provide and preserve natural vegetative buffer areas between single and multi-story residential development and non-residential uses" (South Central Land Use Plan 2015, p. 93).



IMPACTS ON LOCAL INFRASTRUCTURE AND/OR FACILITIES

UTILITIES: Water and sewer lines are not available near the subject property, which is located within the Grays Creek Water and Sewer District as shown in Exhibit "C".

TRANSPORTATION: According to the Fayetteville Area Metropolitan Planning Organization (FAMPO), the subject property sits on H. Clark Road and is identified as a local road in the Metropolitan Transportation Plan. There are no roadway construction improvement projects planned, and the subject property will have no significant impact on the Transportation Improvement Program. In addition, for H. Clark Road there is no 2021 AADT or road capacity data available. Due to lack of data and the proposed small-scale development, the new zoning request does not demand a trip generation study. The new development should not generate enough traffic to significantly impact H. Clark Road. H. Clark Rd is classified as 'Local', under NCDOT's Functional Road Classification GIS.

SCHOOLS CAPACITY/ENROLLMENT:

School	Enrollment	Capacity
Alderman Road Elementary	610	707
Gray's Creek Middle	1103	1083
Gray's Creek High	1455	1517

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

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

Special Districts			
Fayetteville Regional Airport Overlay:	n/a	Averasboro Battlefield Corridor:	n/a
Five Mile Distance of Fort Bragg:	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

SPECIAL DISTRICTS/ OVERLAY DISTRICTS: This site is not located within any special district or overlay district.

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

STAFF RECOMMENDATION

In Case ZON-25-0018, Planning and Inspections staff **recommends approval** of the rezoning request from A1 Agricultural District and R40 Residential District to R40 Residential District. Staff finds that the request is consistent with the South-Central Area Land Use Plan which calls for "Farmland" at this location. Staff also finds that the request is reasonable and in the public interest as it is compatible to and in harmony with the surrounding land use activities and zoning.

Attachments:
Notification Mailing List
Application
Deed of Ownership

ATTACHMENT – MAILING LIST

WINDHAM, LARUE; CUYLER, LARUE JR
2951 H CLARK RD
FAYETTEVILLE, NC 28306

BECKNER, FRANCES PAULINE LIFE ESTATE
PO BOX 44
HAMILTON, NC 27840

GUERRIER, MANNO;GUERRIER, TERESA
3909 OBLU COURT
FAYETTEVILLE, NC 28306

HAYNER, WILLIAM;HAYNER, EMMA
3034 H CLARK RD
FAYETTEVILLE, NC 28306

ROGERS, ARTHUR D
6024 KINGLAND DR
FAYETTEVILLE, NC 28306

FEDELE, D THOMAS;FEDELE, JESSICA TETREAULT
2940 HOWARD CLARK RD
FAYETTEVILLE, NC 28306

YOUNG, RUFUS GH;YOUNG, SHERRY L
2910 H CLARK RD
FAYETTEVILLE, NC 28306

MCMILLAN, KENNETH M
4185 BUTLER NURSERY RD
FAYETTEVILLE, NC 28306

SHERRILL, L FRANCIS;SHERRILL, SALLIE JONES
3867 BUTLER NURSERY RD
FAYETTEVILLE, NC 28306

TRACY, JARED M
2880 COMPASS CT APT 106
FORT LIBERTY, NC 28307

PAUL, JOHN LEE
3963 BUTLER NURSERY RD
FAYETTEVILLE, NC 28306

CALLAHAN, CAROL L
6032 KINGSLAND DRIVE
FAYETTEVILLE, NC 28306

ADKISON, DANIEL S
2454 LIVE OAK DR
FAYETTEVILLE, NC 28306

CHRISTIAN FELLOWSHIP HOUSE OF PRAYER
3025 PEARMAN DR
FAYETTEVILLE, NC 28306

SHERRILL, SALLIE JONES
2886 GAINEY RD
FAYETTEVILLE, NC 28306

ROGERS, WILLIAM R. III;ROGERS, JESSICA M
6036 KINGSLAND DRIVE
FAYETTEVILLE, NC 28306

LAMBERT, BRIAN; LAMBERT, CHONG
950 LOWER BRIDGE DR APT 27
FAYETTEVILLE, NC 28303

JOHNSON, MARK STEVEN
4079 JOSEPH ST
HOPE MILLS, NC 28348

GUERRIER, MANNO;GUERRIER, TERESA
3909 OBLU CT
FAYETTEVILLE, NC 28306

PAUL, JASON LYNN
3106 HOWARD CLARK ROAD
FAYETTEVILLE, NC 28306

GARDNER HOLDINGS LLC
PO BOX 715
HOPE MILLS, NC 28348

HAYNER, WILLIAM; HAYNER, EMMA
3034 H CLARK RD
FAYETTEVILLE, NC 28306

ARTHUR, EDWARD J;ARTHUR, KELLY D
3013 H CLARK RD
FAYETTEVILLE, NC 28306

SERNA-BENAVIDES, MARIA VIRGINIA
524 E ARMFIELD ST
ST PAULS, NC 28384

GUY, DANIEL RAY
3050 H CLARK RD
FAYETTEVILLE, NC 28306

HIRALDO, NICOLAS;MARGARET, .
2911 H. CLARK RD
FAYETTEVILLE, NC 28306

PARKER, RAYMOND JR;PARKER, COLETTE RANEE
6029 KINGSLAND DR
FAYETTEVILLE, NC 28306

SUHRE, CHRISTOPHER J;SUHRE, CECILIA L
3827 LITTLE JOHN CT
FAYETTEVILLE, NC 28306

MCARTHUR, W PATTERSON JR CO-TRUSTEE
2920 GAINEY RD
FAYETTEVILLE, NC 28306

STEWART, MARY HILL
3025 PEARMAN DR
FAYETTEVILLE, NC 28306

STARLING, DORIS C
1183 JOHNS BRANCH RD
HURLEY, VA 24620

HIRALDO, NICOLAS;HIRALDO, MARGARET
804 CARLTON ST
CLAYTON, NC 27520

KULWICKI, RAYMOND JOSEPH III
2864 H CLARK RD
FAYETTEVILLE, NC 28306

PAUL, JOHN LEE;PAUL, CHERYL GRAY
3963 BUTLER NURSERY ROAD
FAYETTEVILLE, NC 28306

GARDNER HOLDINGS LLC
PO BOX 715
HOPE MILLS, NC 28348

SHERRILL, SALLIE JONES
2886 GAINEY RD
FAYETTEVILLE, NC 28306

PLUMMER, KAREN BRADY
3000 GAINEY RD
FAYETTEVILLE, NC 28306

FLETT, JEFFERY W;FLETT, SHERRY D
2854 HOWARD CLARK RD
FAYETTEVILLE, NC 28306

RICE, KIRTLAND SANDERSON;RICE, MARK ALDEN
3003 HOWARD CLARK RD
FAYETTEVILLE, NC 28306

HARRIS, ROLAND T JR;HARRIS, GLADYS RUTH
4102 BUTLER NURSERY RD
FAYETTEVILLE, NC 28306

FORTNER, CRYSTAL R
6033 KINGSLAND DRIVE
FAYETTEVILLE, NC 28306

FORTNER, THOMAS JAMES JR
6033 KINGSLAND DRIVE
FAYETTEVILLE, NC 28306

ATTACHMENT – APPLICATION

CUMBERLAND COUNTY
NORTH CAROLINA
Planning & Inspections Department

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 R40
2. Address of Property to be Rezoned: 3003 Howard Clark Rd. Fayetteville, NC 28306
3. Location of Property, details: _____
4. Parcel Identification Number (PIN #) of subject property: 0453-37-5306 (also known as Tax ID Number or Property Tax ID)
5. Acreage: 2.82 Frontage: 200 Depth: 658.58
6. Water Provider: Well: ✓ PWC: _____ Other (name): _____
7. Septage Provider: Septic Tank ✓ PWC _____
8. Deed Book 09670-10631, Page(s) 0249 0248 0783 0784, Cumberland County Registry. (Attach copy of deed of subject property as it appears in Registry).
9. Existing use of property: Residential dwelling
10. Proposed use(s) of the property: ~~Residential dwelling~~ Intend to Subdivide into two lots
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 mete 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.

Mark Alden Rice, Erin Kirtland Sanderson Rice
NAME OF OWNER(S) (PRINT OR TYPE)

3003 Howard Clark Rd. Fayetteville, NC 28306
ADDRESS OF OWNER(S)

910 797 4087
HOME TELEPHONE #

910 778 3862
WORK TELEPHONE #

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

ADDRESS OF AGENT, ATTORNEY, APPLICANT

Bearpathproperties@gmail.com
E-MAIL

910 797 4087
HOME TELEPHONE #

910 778 3862
WORK TELEPHONE #

SIGNATURE OF OWNER(S)

SIGNATURE OF AGENT, ATTORNEY OR APPLICANT

Erin Kirtland Sanderson Rice
SIGNATURE OF OWNER(S)

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

ATTACHMENT – DEED OF OWNERSHIP

BK10631 PG0783

FILED
CUMBERLAND COUNTY NC
J. LEE WARREN, JR.
REGISTER OF DEEDS

FILED	Nov 18, 2019
AT	02:25:27 pm
BOOK	10631
START PAGE	0783
END PAGE	0784
INSTRUMENT #	37153
RECORDING	$26.00
EXCISE TAX	(None)

AB

QUITCLAIM DEED

No Revenue

TITLE NOT CERTIFIED

Prepared by and return to: Eric M. Ditmore, P. O. Drawer 1358, Fayetteville, NC 28302

STATE OF NORTH CAROLINA **CUMBERLAND COUNTY**

THIS DEED, made and entered into this 18th day of November, 2019, by and between ERIN KIRTLAND SANDERSON RICE, formerly known as ERIN DAVIDSON, of Cumberland County and State of North Carolina, hereinafter called Grantor, and ERIN KIRTLAND SANDERSON RICE and Husband, MARK ALDEN RICE of Cumberland County and State of North Carolina, hereinafter called Grantee, whose permanent mailing address is 3003 Howard Clark Rd. Fayetteville, NC 28306;

WITNESSETH:

That said Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has remised and released and by these presents does remise, release, convey, and forever quitclaim unto the Grantee, his heirs and/or successors and assigns, all right, title, claim and interest of the Grantor in and to a certain lot or parcel of land lying and being in Cumberland County, North Carolina, and more particularly described as follows:

Being all of Lot 1 of the property of the Estate of Emily B. Clark Estate as shown on a plat duly recorded in Plat Book 84, Page 12 of the Cumberland County Registry, North Carolina.

Deed reference: Book 9670, Page 248
Parcel ID: 0453-37-5306-
Address: 3003 Howard Clark Rd. Fayetteville, NC 28306

All or a portion of the property herein conveyed does include the primary residence of Grantor and is being recorded to add her husband and correct her name as it has changed in conjunction with the parties marriage.

To have and to hold the aforesaid lot or parcel of land and all privileges thereunto belonging to her, the Grantee, her heirs and/or successors and assigns, free and discharged from all right, title, claim or interest of the Grantor or anyone claiming by, through or under her.

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.

IN WITNESS WHEREOF, the Grantor has hereunto set her hand and seal, or if corporate has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

Erin Kirtland Sanderson Rice [SEAL]
ERIN KIRTLAND SANDERSON RICE
Formerly known as ERIN DAVIDSON

STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

I certify that the following person(s) personally appeared before me this day and I have personal knowledge of the identity of the principal(s) or have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a driver's license or a credible witness has sworn to the identity of the principal(s); each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Name of Principal: ERIN KIRTLAND SANDERSON RICE formerly known as ERIN DAVIDSON.

Date: 11/18/19

K L Rodriguez
Notary Public

Kerri L. Rodriguez
Printed or Typed Name of Notary Public

My commission expires: 3/14/20

KERRI L. RODRIGUEZ NOTARY PUBLIC CUMBERLAND COUNTY, N.C.

(Please affix Notary Seal at least one-half inch from edge of paper)

(N.P. SEAL)

PUBLIC NOTICE

The Cumberland County Board of Commissioners will meet at 6:45 p.m. on August 25, 2025 in Room 118 of the County Courthouse at 117 Dick Street to hear the following:

ZON-25-0017: Text Amend. to transition Manufactured Home Park and Group Dev. standards from County Sub. Ord. to County Zon. Ord. and other minor amendments; Cumberland County Planning and Inspections (Applicant).

ZON-25-0018: Rezoning from A1 Ag. Dist. and R40 Res. Dist. to R40 Res. Dist. or to a more restrictive zoning dist.; 2.82 +/- acres; 3003 H. Clark Rd; Erin and Mark Rice (Owners).

ZON-25-0019: Rezoning from R10 Res. Dist. to RR Rural Res. Dist. or to a more restrictive zoning dist.; 16.84 +/- acres; 6766 Rockfish Rd and an adjoining parcel; Marion & Kimberly Starling (Owners).

ZON-25-0021: Rezoning from A1 Ag. Dist. to C2(P) Planned Service and Retail Dist. or to a more restrictive zoning dist.; 1.00 +/- acres; at northwest intersection of NC Hwy 87 S and Pummill Rd; Jeff Riddle (Agent), Chaudhuri Investments, LLC (Owner).

ZON-25-0024: Rezoning from A1 Ag. Dist. to R40A Res. Dist. or to a more restrictive zoning dist.; 2.85 +/- acres; 6512 Cedar Creek Rd; Juanita Philyaw (Agent), Beulah Mae Johnson Heirs (Owners).

ZON-25-0025: Rezoning from R6A Res. Dist. and RR Rural Res. Dist. to R6A Res. Dist. or to a more restrictive zoning dis.; 2.74 +/- acres; 169 Snow Hill Rd; Jazmine Scott (Agent), Tweety Enterprise, LLC (Owner).

ZON-25-0027: Rezoning from A1 Ag. Dist. to R20 Res. Dist. or to a more restrictive zoning dist.; 5.11 +/- acres; 487 Palestine Rd; Ernest and Barbara Smith (Owners).

August 15, 22 2025
LWLM0341461

CUMBERLAND COUNTY
NORTH CAROLINA

PLANNING AND INSPECTIONS DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF AUGUST 25, 2025

TO: **BOARD OF COUNTY COMMISSIONERS**

FROM: **RAWLS HOWARD, DIRECTOR OF PLANNING AND INSPECTIONS**

DATE: **8/11/2025**

SUBJECT: CASE # ZON-25-0019

BACKGROUND

ZON-25-0019: Rezoning from R10 Residential District to RR Rural Residential District or to a more restrictive zoning district for two parcels comprising 16.84 +/- acres; located at 6766 Rockfish Rd and an adjoining parcel; submitted by Marion and Kimberly Starling (Owners).

RECOMMENDATION / PROPOSED ACTION

Planning Board Action: Recommended approval of the rezoning request from R10 Residential District to RR Rural Residential District at their June 17, 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-25-0019, Planning and Inspections staff recommends approval of the rezoning request from R10 Residential District to RR Rural Residential District and find that: 1. Approval is an amendment to the adopted, current Southwest Cumberland Land Use Plan and that the Board of Commissioners should not require any additional request or application for amendment to said map for this request. 2. Development and density allowed by the requested district is compatible to existing lot sizes and character of the nearby area. 3. The requested zoning district is currently established and pervasive on parcels adjacent to the site and throughout the area. 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-25-0019, I move to approve the rezoning request from R10 Residential District to RR Rural Residential District and find that:

1. Approval is an amendment to the adopted, current Southwest Cumberland Land Use Plan and that the Board of Commissioners should not require any additional request or application for amendment to said map for this request.
2. Development and density allowed by the requested district is compatible to existing lot sizes and character of the nearby area.
3. The requested zoning district is currently established and pervasive on parcels adjacent to the site and throughout the area.

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-25-0019, I move to deny the rezoning request from R10 Residential District to RR Rural Residential District. The Board finds that the request is not consistent with the Southwest Cumberland Land Use Plan. The request is not reasonable or in the public interest because_____.

ATTACHMENTS:

Description	Type
CASE # ZON-25-0019	Backup Material

Rawls Howard
Director

David Moon
Deputy Director

CUMBERLAND COUNTY
NORTH CAROLINA

Cumberland County Joint Planning Board

August 25, 2025

MEMO TO: Cumberland County Board of Commissioners

FROM: Rawls Howard, Director of Planning & Inspections

SUBJECT: **ZON-25-0019:** Rezoning from R10 Residential District to RR Rural Residential District or to a more restrictive zoning district for two parcels comprising 16.84 +/- acres; located at 6766 Rockfish Rd and an adjoining parcel; submitted by Marion and Kimberly Starling (Owners).

ACTION: The Planning Board recommended approval of the rezoning request from R10 Residential District to RR Rural Residential District at their June 17, 2025, meeting for the reasons stated and as fully reflected in the minutes of the Planning Board meeting which are incorporated herein by reference.

MINUTES OF JUNE 17, 2025

In Case ZON-25-0019, Planning and Inspections staff recommends approval of the rezoning request from R10 Residential District to RR Rural Residential District and find that: 1. Approval is an amendment to the adopted, current Southwest Cumberland Land Use Plan and that the Board of Commissioners should not require any additional request or application for amendment to said map for this request. 2. Development and density allowed by the requested district is compatible to existing lot sizes and character of the nearby area. 3. The requested zoning district is currently established and pervasive on parcels adjacent to the site and throughout the area. 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-25-0019, Ms. Lynd made a motion, seconded by Mr. Williams, to approve the rezoning request from R10 Residential District to RR Rural Residential District and find that: 1. Approval is an amendment to the adopted, current Southwest Cumberland Land Use Plan and that the Board of Commissioners should not require any additional request or application for amendment to said map for this request. 2. Development and density allowed by the requested district is compatible to existing lot sizes and character of the nearby area. 3. The requested zoning district is currently established and pervasive on parcels adjacent to the site and throughout the area. The Board also finds that the request is reasonable and in the public interest as it is compatible to

and in harmony with the surrounding land use activities and zoning. Unanimous approval.

First Class and Record Owners' Mailed Notice Certification

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

CUMBERLAND COUNTY
NORTH CAROLINA
PLANNING & INSPECTIONS

PLANNING STAFF REPORT
REZONING CASE # ZON-25-0019
Planning Board Meeting: June 17, 2025

Location: 6766 Rockfish Rd.
Jurisdiction: County-Unincorporated

REQUEST	**Rezoning R10 to RR**

Applicant requests a rezoning from R10 (R7.5) Residential District to RR Rural Residential District for two abutting parcels containing a total of approximately 16.84 acres located at 6766 Rockfish Rd. The southern parcel contains approximately 8.66 acres, while the north parcel contains approximately 8.18 acres. The parcels are currently undeveloped. The intent of the property owner is to operate a plant nursery, landscaping materials, and greenhouse business, which is a permitted use within the RR District.

PROPERTY INFORMATION

OWNER/APPLICANT: Marion and Kimberly Starling (Owners and Applicant)

ADDRESS/LOCATION: Refer to Exhibit "A", Location and Zoning Map. REID number: 0404174572000, 0404072521000

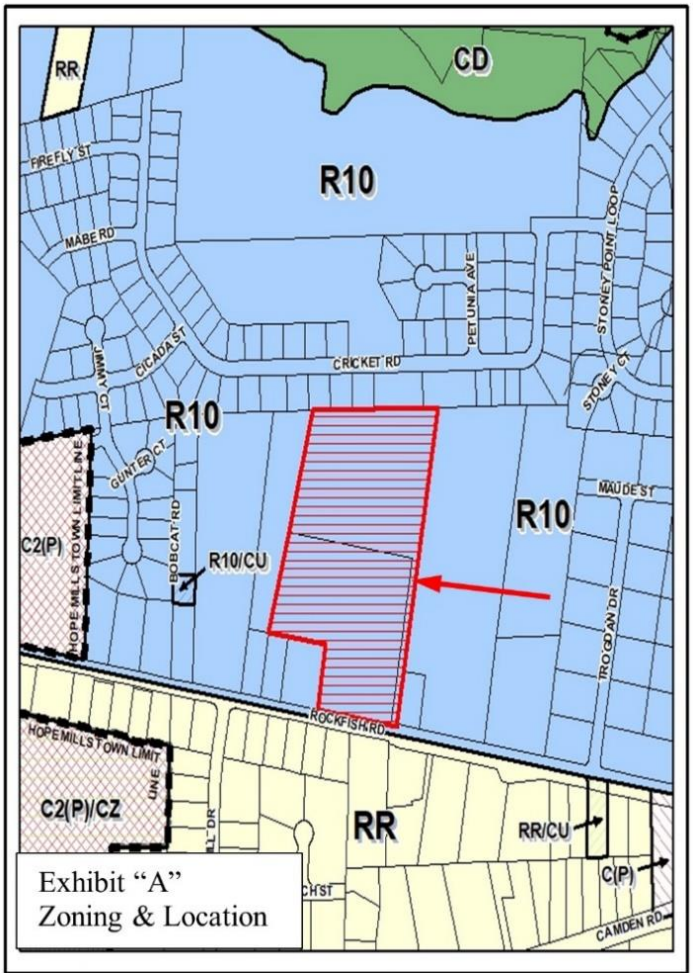
SIZE: The two parcels contain approximately 16.84 acres. Road frontage along Rockfish Road is approximately 408.7 feet. The property is approximately 1248.8 feet in length at its deepest point.

EXISTING ZONING: The subject property is currently zoned R10 Residential District. The R10 Residential District is a dormant district which reverts to the R7.5 Residential District. The R7.5 Residential District is a district designed primarily for single – family dwellings on lots with an area of 7,500 square feet or greater.

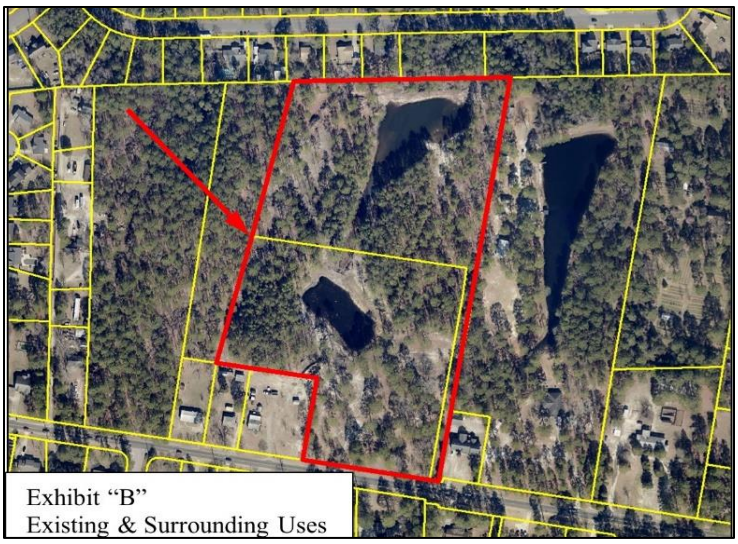
EXISTING LAND USE: The two subject parcels are currently undeveloped and vacant. There are two interior ponds that are visible in the aerial shown in Exhibit "B". Exhibit "B" shows the existing use of the subject property.

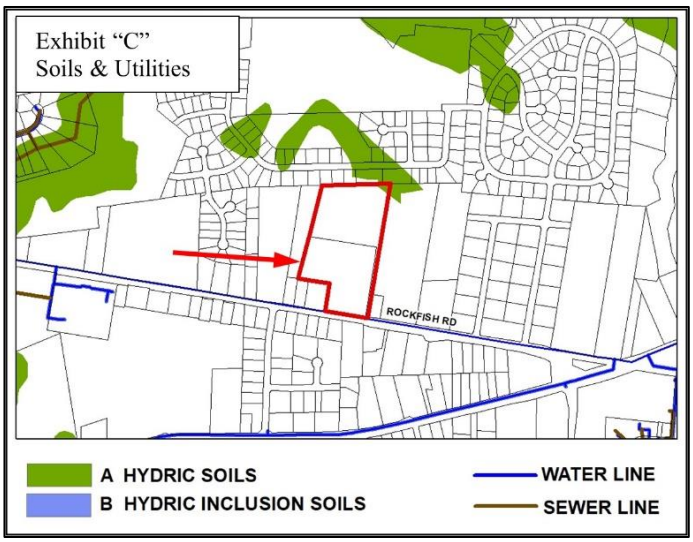
SURROUNDING LAND USE: Exhibit "B" illustrates the following:

- **North**: Wooded area and ponds
- **East**: Wooded area and single-family homes
- **West**: Wooded area
- **South**: Single-family homes



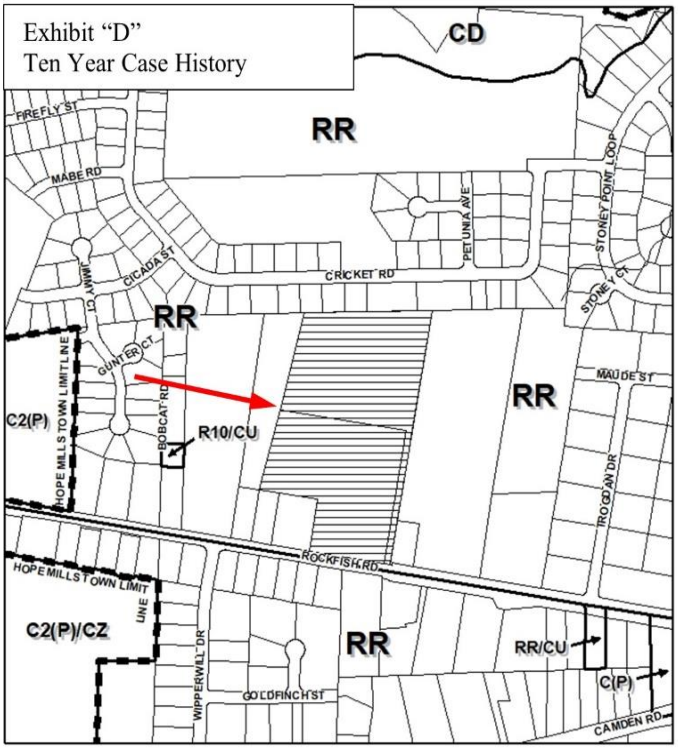
OTHER SITE CHARACTERISTICS: The site is not located in a Watershed Protection Area or within a Flood Zone Hazard Area. The subject property, as delineated in Exhibit "C", illustrates the presence of hydric soils at the northeast corner of the property.





TEN YEAR ZONE CASE HISTORY:

Exhibit "D" denotes no zoning cases within the last ten years near the site.



DEVELOPMENT REVIEW: Should the rezoning request be approved by the Board of County Commissioners, a site plan for any development will need to be submitted to the Current Planning Division for review and approval to ensure conformance with the County Subdivision and Zoning Ordinances.

DIMENSIONAL PROVISIONS FOR REQUESTED DISTRICT:

Minimum Standard	R10 (Existing Zoning)	RR (Proposed)
Front Yard Setback	30 feet	30 feet
Side Yard Setback	10 feet	15 feet
Rear Yard Setback	35 feet	35 feet
Lot Area	7,500 square feet	20,000 square feet
Lot Width	75 feet	100 feet

Development Potential:

Existing Zoning (R10)	Proposed Zoning (RR)
73 dwelling units	37 dwelling units

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

COMPREHENSIVE PLANS:

This property is located within the Southwest Cumberland Land Use Plan (2013), as shown in Exhibit "E". The future land use classification of the property is "Low Density Residential". Associated zoning districts for this classification are R15 and R7.5.

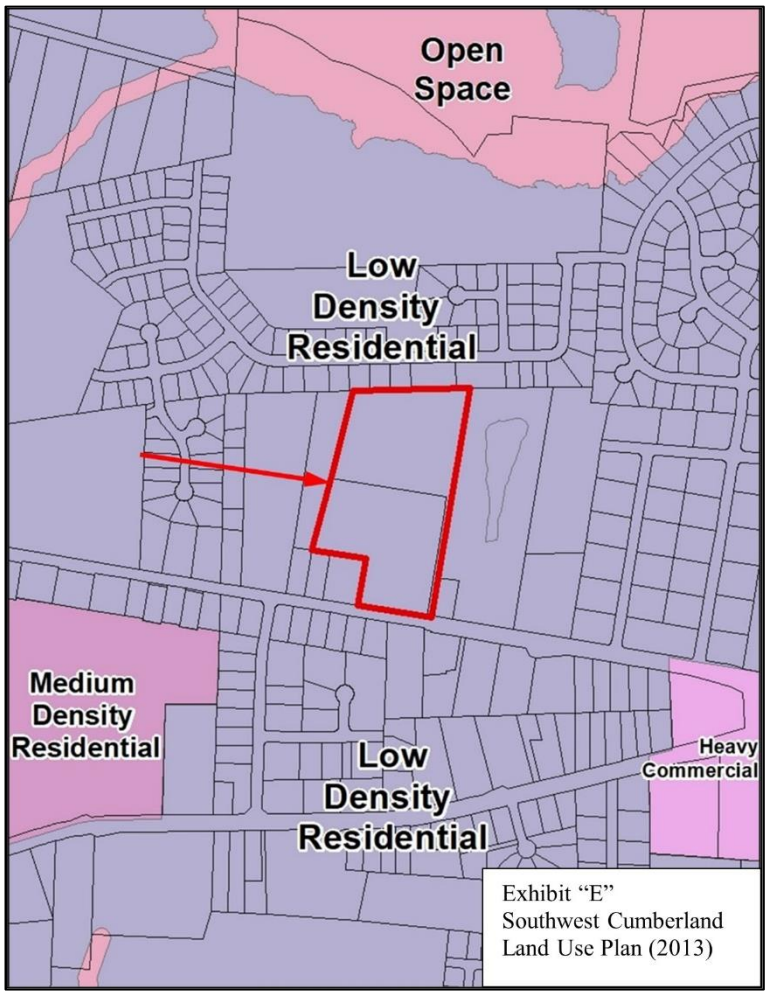
The proposed rezoning request is not consistent with the future land use plan.

Development Goals, Notes, and Objectives:

- Provide a full range of housing types and sites with adequate infrastructure in new and redeveloping neighborhoods through the area that is in harmony with surrounding areas; respects environmentally sensitive areas; and that accommodates the present and future needs of the residents while maintaining the character of the area (Southwest Cumberland Land Use Plan 2013, p. 135).

- Maintain the stability, character, and density of existing sound neighborhoods (Southwest Cumberland Land Use Plan 2013, p. 135).

- Protect existing residential areas from encroachment of non-residential uses (Southwest Cumberland Land Use Plan 2013, p. 135).



IMPACTS ON LOCAL INFRASTRUCTURE AND/OR FACILITIES

UTILITIES: Sewer lines are not available near the subject property, but water lines are. Utility lines 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 for septic tanks.

TRANSPORTATION: Rockfish Rd. is classified as Minor Arterial based on the NCDOT Functional Class Map. Driveway connection permits must be obtained from NCDOT. The subject property sits on Rockfish Road and is identified as a minor arterial in the Metropolitan Transportation Plan. Rockfish Rd is identified in the Transportation Improvement Program as U-6072A, a widening project on Rockfish Road, project not yet started. In addition, Rockfish Rd has a AADT 2021 of 13,500 and road capacity of 12,300. Rockfish Road is currently over capacity. Due to current street improvements the new zoning request does not demand a trip generation. The new zoning request should not generate enough traffic to significantly impact Rockfish Rd but the road is currently overcapacity.

SCHOOLS CAPACITY/ENROLLMENT:

School	Enrollment	Capacity
Stoney Point Elementary	824	826
John R. Griffin Middle	1026	1273
Jack Britt High	1925	1929

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 request.

SPECIAL DISTRICTS/ OVERLAY DISTRICTS: This site is not located within any special district or overlay district.

Special Districts			
Fayetteville Regional Airport Overlay:	N/A	Averasboro Battlefield Corridor:	N/A
Five Mile Distance of Fort Bragg:	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

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

STAFF RECOMMENDATION

In Case ZON-25-0019, Planning and Inspections staff **recommends approval** of the rezoning request from R10 Residential District to RR Rural Residential District and find that:

1. Approval is an amendment to the adopted, current Southwest Cumberland Land Use Plan and that the Board of Commissioners should not require any additional request or application for amendment to said map for this request.
2. Development and density allowed by the requested district is compatible to existing lot sizes and character of the nearby area.
3. The requested zoning district is currently established and pervasive on parcels adjacent to the site and throughout the area.

Staff also finds that the request is reasonable and in the public interest as it is compatible to and in harmony with the surrounding land use activities and zoning.

Attachments:
Notification Mailing List
Application

ATTACHMENT – MAILING LIST

HAFEEZ, YUSUF SHAHID;CYNTHIA, ELAINE
3195 PETUNIA AVE
FAYETTEVILLE, NC 28306

BULLARD, WINFORD JR;BULLARD, CAROLE DARLENE
6837 ROCKFISH RD
FAYETTEVILLE, NC 28306

CRA COMMERCIAL DEVELOPMENT LLC
2709 THORNGROVE CT
FAYETTEVILLE, NC 28303

BATES, ALLEN B;BATES, LINDA ST
3004 CRICKET RD
FAYETTEVILLE, NC 28306

MASON, TAMELA J;TAMELA J ESPARZA
6741 ROCKFISH RD
FAYETTEVILLE, NC 28306

CRA COMMERCIAL DEVELOPMENT LLC
2709 THORNGROVE CT
FAYETTEVILLE, NC 28303

BAREFOOT, ALICE R
6862 SOUTH STAFF RD
FAYETTEVILLE, NC 28306

MANN, ANNALISIA MARIE
6404 WENDY TER
FAYETTEVILLE, NC 28306

BELL, DEREK G;BELL, STEPHANIE N HALBLEIB
3406 WIPPERWILL DR
FAYETTEVILLE, NC 28306

KING, PATRICK S;KING, ROBYN D
3015 CRICKET RD
FAYETTEVILLE, NC 28306

DICKENS, SHIRLEY J TRUSTEE
2817 SELHURST DR
FAYETTEVILLE, NC 28306

ESTABROOK, S DOYLE; ESTABROOK, MARIETTA
6936 ROCKFISH RD
FAYETTEVILLE, NC 28306

CRA COMMERCIAL DEVELOPMENT LLC
2709 THORNGROVE CT
FAYETTEVILLE, NC 28303

ADAMS, BREANDER;LOCKLEAR, JAMES
3011 CRICKET ROAD
FAYETTEVILLE, NC 28306

JOYCE, EUGENE A;JOYCE, PATRICIA S
3035 CRICKET RD
FAYETTEVILLE, NC 28306

CRA COMMERCIAL DEVELOPMENT LLC
2709 THORNGROVE CT
FAYETTEVILLE, NC 28303

BENZAQUEN, ABRAHAM I;BENZAQUEN, BR
6719 ROCKFISH RD
FAYETTEVILLE, NC 28306

JOHNSON, ROBIN C
2413 ESTHER LN
EASTOVER, NC 28312

MORGAN, LARRY JR
120 KATHLEEN CT
MORRISVILLE, NC 27560

DIETZ, ANTHONY CHARLES;PAMELA, DIETZ JACOBS
3401 WIPPERWILL DR
FAYETTEVILLE, NC 28306

DICKENS, SHIRLEY J TRUSTEE
2817 SELHURST DR
FAYETTEVILLE, NC 28306

TEW, K DANIEL JR; TEW, DAVID WAYNE
6198 GOLDFINCH STREET
FAYETTEVILLE, NC 28306

MCKINNEY, JOSEPH; MCKINNEY, BETH
17738 MEADOW BOTTOM RD
CHARLOTTE, NC 28277

STARLING, MARION R;STARLING, KIMBERLY
6968 ROCKFISH RD
FAYETTEVILLE, NC 28306

RIDDLE, JENNIFER C
3010 CRICKET RD
FAYETTEVILLE, NC 28306

RADFORD, J LEANNE; ROLLAND, JESSICA
3404 BOBBOLINK CT
FAYETTEVILLE, NC 28306

VAN ECK, ROBERT JR; VAN ECK, CHRISTY A
5503 BOBCAT RD
FAYETTEVILLE, NC 28306

CRA COMMERCIAL DEVELOPMENT LLC
2709 THORNGROVE CT
FAYETTEVILLE, NC 28303

GUTIERREZ, RICARDO;GUTIERREZ, BRITTANY
3036 CRICKET RD
FAYETTEVILLE, NC 28306

SUAALII-SEALES, MALELEGA ;SUAALII-SEALES, D
3017 CRICKET RD
FAYETTEVILLE, NC 28306

ANDREASEN, ERIK
3113 JIMMY CT
FAYETTEVILLE, NC 28306

GRANT, KEVIN A;GRANT, SHERRY W
3402 WIPPERWILL DR
FAYETTEVILLE, NC 28306

RAY, JONATHAN
3034 CRICKET ROAD
FAYETTEVILLE, NC 28306

BARTLETT, DALE EDWARD; BARTLETT, TERESA
6761 ROCKFISH RD
FAYETTEVILLE, NC 28306

PATTERSON, DEVERN
3190 PETUNIA AVE
FAYETTEVILLE, NC 28306

CARLTON, WILLIAM ERNEST
6690 ROCKFISH RD
FAYETTEVILLE, NC 28306

RIVERA, JOSE MIGUEL;RIVERA, L RUTH
3191 PETUNIA AVE
FAYETTEVILLE, NC 28306

PLESSER, LAWRENCE I;PLESSER, LINDA G
3037 CRICKET RD
FAYETTEVILLE, NC 28306

HWANG, SIJUN
3050 CRICKET ROAD
FAYETTEVILLE, NC 28306

JACKSON, W ALLEN;JACKSON, CONNIE LUNSFORD
5567 BOBCAT RD
FAYETTEVILLE, NC 28306

TOOTHE, A LYNN;TOOTHE, CHRISTOPHER O.
6827 ROCKFISH ROAD
FAYETTEVILLE, NC 28306

STARLING, MARION R;STARLING, KIMBERLY
6968 ROCKFISH RD
FAYETTEVILLE, NC 28306

ESPARZA, TAMELA J
6729 ROCKFISH RD
FAYETTEVILLE, NC 28306

WASHINGTON, JOSEPH W
6403 WENDY TER
FAYETTEVILLE, NC 28306

SALEEM, NAFISA; MAJUMDER, TANVIR ISLAM
6648 CAMDEN ROAD
FAYETTEVILLE, NC 28306

DICKENS, SHIRLEY J TRUSTEE
2817 SELHURST DR
FAYETTEVILLE, NC 28306

LEDBETTER, EVELYN J
3121 JIMMY COURT
FAYETTEVILLE, NC 28306

JOYCE, EUGENE A;JOYCE, PATRICIA
3035 CRICKET ROAD
FAYETTEVILLE, NC 28306

STARLING, MICHAEL D;STARLING, DOREEN
3009 CRICKET RD
FAYETTEVILLE, NC 28306

COTTEN, DYLAN L;COTTEN, KALIE REECE
6847 ROCKFISH ROAD
FAYETTEVILLE, NC 28306

STARLING, MARION R;STARLING, KIMBERLY
6968 ROCKFISH RD
FAYETTEVILLE, NC 28306

JACKSON, WILLIAM ALLEN
5567 BOBCAT RD
FAYETTEVILLE, NC 28306

SINCLAIR, WILLIE LEE;SINCLAIR, FELICHA F
3198 PETUNIA AVE
FAYETTEVILLE, NC 28306

CRA COMMERCIAL DEVELOPMENT LLC
2709 THORNGROVE CT
FAYETTEVILLE, NC 28303

DAVIS, RICHARD L;DAVIS, DEBORAH P
3415 WIPPERWILL DR
FAYETTEVILLE, NC 28306

GONZALEZ, YONESKY JR
6405 WENDY TER
FAYETTEVILLE, NC 28306

MONTANEZ, JOSE ANTONIO
215 ANTIGUA DR
RAEFORD, NC 28376

CALDWELL, JASON M
3402 BOBOLINK CT
FAYETTEVILLE, NC 28306

LUCKIE, PAMELA
6742 ROCKFISH RD
FAYETTEVILLE, NC 28306

ADJEI, MICHAEL;NKUM, ABIGAIL
3053 CRICKET RD
FAYETTEVILLE, NC 28306

KELLER, DENA LYNN
3199 PETUNIA DR
FAYETTEVILLE, NC 28306

MEINHARDT, SCOTT; MEINHARDT, EVANGELA E
3109 JIMMY CT
FAYETTEVILLE, NC 28306

BAREFOOT, ALICE R
6862 SOUTH STAFF RD
FAYETTEVILLE, NC 28306

STARLING, MARION R
6968 ROCKFISH RD
FAYETTEVILLE, NC 28306

DICKENS, SHIRLEY J TRUSTEE
2817 SELHURST DR
FAYETTEVILLE, NC 28306

TALBOTT, JOHNNY RAY;TALBOTT, PAM
3020 CRICKET RD
FAYETTEVILLE, NC 28306

NUNNERY, WILLIAM FRANKLIN WRENN
3405 BOBBOLINK CT
FAYETTEVILLE, NC 28306

STARLING, MARION; STARLING, KIMBERLY
6968 ROCKFISH RD
FAYETTEVILLE, NC 28306

CRA COMMERCIAL DEVELOPMENT LLC
2709 THORNGROVE CT
FAYETTEVILLE, NC 28303

GRANT, DOROTHY SMITH
6921 ROCKFISH RD
FAYETTEVILLE, NC 28306

CRA COMMERCIAL DEVELOPMENT LLC
2709 THORNGROVE CT
FAYETTEVILLE, NC 28303

BAREFOOT, ALICE R
6862 SOUTH STAFF RD
FAYETTEVILLE, NC 28306

CAMPANA, VALERIE J
3013 CRICKET RD
FAYETTEVILLE, NC 28306

GARCIA, MARCO
4379 CAMERON RD
HOPE MILLS, NC 28348

GUERRIER, MANNO
3909 OBLU CT
FAYETTEVILLE, NC 28306

HARRIS, MILES L JR
3018 CRICKET RD
FAYETTEVILLE, NC 28306

SYED, EDWARD N;SYED, HANEEFAH
559 LAMBERT ST
FAYETTEVILLE, NC 28305

BREWINGTON, RALPH; BREWINGTON, ASHLEY
6216 GOLDFINCH ST
FAYETTEVILLE, NC 28306

SOLOMON, GEORGE; SOLOMON, SALLIE
3117 JIMMY CT
FAYETTEVILLE, NC 28306

BRUNER, MICHAEL THOMAS;ELENES, KALA JEAN
3019 CRICKET RD
FAYETTEVILLE, NC 28306

BAREFOOT, ALICE R
6862 SOUTH STAFF RD
FAYETTEVILLE, NC 28306

SMITH, GERALDINE WHITE
3008 CRICKET ROAD
FAYETTEVILLE, NC 28306

BAXLEY, E MILTON;BAXLEY, ELAINE JOHNSON
6692 CAMDEN RD
FAYETTEVILLE, NC 28306

MASON, SCOTT
3031 CRICKET RD
FAYETTEVILLE, NC 28306

GLOVER, JASON L;GLOVER, KATIE L
2193 PINEOLA BOG TRL
APEX, NC 27502

JACKSON, WILLIAM;JACKSON, CONNIE
5567 BOBCAT RD
FAYETTEVILLE, NC 28306

HOMEFRONT DESIGNS LLC
6135 PARK SOUTH DR STE 510
CHARLOTTE, NC 28210

RAWLES, CARL G;RAWLES, STEPHNA A
6315 GUNTER CT
FAYETTEVILLE, NC 28306

FORD, RICHARD L;FORD, MARY D
3411 WHIPPERWILL DR
FAYETTEVILLE, NC 28306

MERCER, MAUREEN M
6215 MAUDE STREET
FAYETTEVILLE, NC 28306

ATTACHMENT: APPLICATION

CUMBERLAND

Planning & Inspections Department

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 $ 250.00. (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 R10 (R7.5) to RR
2. Address of Property to be Rezoned: 6766 Rockfish Rd. Fay, N.C. 28306
3. Location of Property, details: ON Northern side of Rockfish Rd.
4. Parcel Identification Number (PIN #) of subject property: 0404174572 8.66 Ac 0404185094 8.18 Ac (also known as Tax ID Number or Property Tax ID)
5. Acreage: 8.66 & 8.18 Frontage: 408.7' Depth: 1,248.8'
6. Water Provider: Well: _____ PWC: ✓ Other (name): _____
7. Septage Provider: Septic Tank ✓ PWC _____
8. Deed Book 11320, Page(s) 172, Cumberland County Registry. (Attach copy of deed of subject property as it appears in Registry).
9. Existing use of property: Vacant Land
10. Proposed use(s) of the property: Nursery ops / Plant Husbandry / Greenhouses Landscaping Supplies, Nursery Plants & Trees
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 mete 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.

MARION R. STARLING, KIMBERLY C. STARLING
NAME OF OWNER(S) (PRINT OR TYPE)

6968 Rockfish Rd. Fay, N.C. 28306
ADDRESS OF OWNER(S)

N/A
HOME TELEPHONE #

910-977-1966
WORK TELEPHONE #

N/A
NAME OF AGENT, ATTORNEY, APPLICANT (PRINT OR TYPE)

N/A
ADDRESS OF AGENT, ATTORNEY, APPLICANT

MrStarling2506@mail.com
E-MAIL

N/A
HOME TELEPHONE #

N/A
WORK TELEPHONE #

Marion R Starling
SIGNATURE OF OWNER(S)

N/A
SIGNATURE OF AGENT, ATTORNEY OR APPLICANT

Kimberly C. Starling
SIGNATURE OF OWNER(S)

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

CUMBERLAND COUNTY NC
J. LEE WARREN, JR.

FILED	Nov 23, 2021
AT	03:00:39 PM
BOOK	11320
START PAGE	0172
END PAGE	0175
INSTRUMENT #	54578
RECORDING	$26.00
EXCISE TAX	$650.00

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: $650.00

Parcel Identifier No. 0404-17-4572 and 0404-18-5094 Verified by _____ County on the ____ day of _____, 20___

By: _____

Mail/Box to: Jennifer Kirby Fincher, PLLC, 2543 Ravenhill Dr, Suite C, Fayetteville, NC 28303

This instrument was prepared by: Jennifer Kirby Fincher, PLLC, 2543 Ravenhill Dr, Suite C, Fayetteville, NC 28303

Brief description for the Index: M&B

THIS DEED made this ____ day of _____, 20___, by and between

GRANTOR	GRANTEE
Shela D Bridges and husband, William Thomas Bridges, Jr; Sharla D Lewis, an unmarried woman; Craig Allen Donner, an unmarried man 455 Bryant Rd Morganton, NC 28655	Marion R. Starling and wife, Kimberly C. Starling 6968 ROCKFISH RD Fayetteville, NC 28306

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, Fayetteville City, Cumberland County, North Carolina and more particularly described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 10178 page 847.

All or a portion of the property herein conveyed ____ includes or X does not include the primary residence of a Grantor.

A map showing the above described property is recorded in Plat Book _____ page _____.

NC Bar Association Form No. 3 © Revised 7/ 2013
Printed by Agreement with the NC Bar Association

North Carolina Bar Association - NC Bar Form No. 3
North Carolina Association of Realtors, Inc. - Standard Form 3

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.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever, other than the following exceptions:

restrictions, easements and rights-of-way of record; ad valorem property taxes for the current year.

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

_____
(Entity Name)

By: _____
Print/Type Name & Title: _____

By: _____
Print/Type Name & Title: _____

By: _____
Print/Type Name & Title: _____

Shela Donner Bridges (SEAL)
Print/Type Name: Shela D Bridges

William T Bridges (SEAL)
Print/Type Name: William Thomas Bridges, Jr

Sharla D Lewis (SEAL)
Print/Type Name: Sharla D Lewis

Craig Allen Donner (SEAL)
Print/Type Name: Craig Allen Donner

State of North Carolina - County of Cumberland

I, the undersigned Notary Public of the County and State aforesaid, certify that Shela D Bridges and William Thomas Bridges, Jr personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this 23 day of November, 20 24.

My Commission Expires: 11/23/25

_____, Notary Public



NC Bar Association Form No. 3 © 1976, Revised © 1/1/2010, 2013
Printed by Agreement with the NC Bar Association

This standard form has been approved by:
North Carolina Bar Association - NC Bar Form No. 3

State of North Carolina - County of Cumberland

I, the undersigned Notary Public of the County and State aforesaid, certify that Sharla D Lewis personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this 23 day of November, 20 21.

My Commission Expires: 11/23/25

, Notary Public

State of North Carolina - County of Cumberland

I, the undersigned Notary Public of the County and State aforesaid, certify that Craig Allen Donner personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this 23 day of November, 20 21.

My Commission Expires: 11/23/25

, Notary Public

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Printed by Agreement with the NC Bar Association

This standard form has been approved by:
North Carolina Bar Association - NC Bar Form No. 3

EXHIBIT "A"

Tract 1:

BEGINNING at a point in the center of a public paved road which is known as the old road bed of the Aberdeen and Rockfish Railroad, at a point South 77° 56' East 758.6 feet from the intersection of the western line of the original tract with the center line of the above mentioned road, said beginning point being also the southeastern corner of the lot conveyed by William C. Price and wife, Edith B. Price to Lewis E. Halstead and wife, Ruby M. Halstead, by deed dated January 5, 1959 and recorded in Book 766, page 260 in the office of the Register of Deeds for Cumberland County, North Carolina, and running thence with Halstead's eastern line North 12° 04' East 862.00 feet to a stake; thence South 88° 40' East 815.5 feet to a stake; thence South 12° 04' West 1297.08 feet to a point in the center of the above mentioned paved road; thence with the center of the paved road North 77° 56' West 400.0 feet to the BEGINNING point.

BACK REFERENCE: Book 08686, page 322, Cumberland County Registry.

Tract 2:

Beginning at an iron stake said iron stake being the northeast corner of the land conveyed to William C. Donner and wife, Mary Ellen Donner as recorded in Deed Book 827, page 395, Cumberland County Registry and running thence with the eastern line of Donner's land South 12 degrees 04 minutes West 1296.34 feet to a point in the center line of Rockfish Road (S.R. #1112) thence with the center line of Rockfish Road North 77 degrees 32 minutes 08 seconds West 25.00 feet to an iron stake; thence North 12 degrees 04 minutes East 696.17 feet to an iron stake; thence North 77 degrees 56 minutes West 631.10 feet to an iron stake in the eastern line of the land conveyed to Billy H. Barefoot as recorded in Deed Book 2510, page 564, Cumberland County Registry; thence with Barefoot's eastern line North 18 degrees 08 minutes 15 seconds East 484.55 feet to an iron stake Barefoot's northeast corner; thence with Donner's northern line South 88 degrees 59 minutes East 616.28 feet to the beginning. Containing 8.18 acres more or less and being a portion of the land conveyed to William C. Donner and wife, Mary Ellen Donner, as recorded in Deed Book 827, page 395, Cumberland County Registry.

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Printed by Agreement with the NC Bar Association

This standard form has been approved by:
North Carolina Bar Association - NC Bar Form No. 3

PUBLIC NOTICE

The Cumberland County Board of Commissioners will meet at 6:45 p.m. on August 25, 2025 in Room 118 of the County Courthouse at 117 Dick Street to hear the following:

ZON-25-0017: Text Amend. to transition Manufactured Home Park and Group Dev. standards from County Sub. Ord. to County Zon. Ord. and other minor amendments; Cumberland County Planning and Inspections (Applicant).

ZON-25-0018: Rezoning from A1 Ag. Dist. and R40 Res. Dist. to R40 Res. Dist. or to a more restrictive zoning dist.; 2.82 +/- acres; 3003 H. Clark Rd; Erin and Mark Rice (Owners).

ZON-25-0019: Rezoning from R10 Res. Dist. to RR Rural Res. Dist. or to a more restrictive zoning dist.; 16.84 +/- acres; 6766 Rockfish Rd and an adjoining parcel; Marion & Kimberly Starling (Owners).

ZON-25-0021: Rezoning from A1 Ag. Dist. to C2(P) Planned Service and Retail Dist. or to a more restrictive zoning dist.; 1.00 +/- acres; at northwest intersection of NC Hwy 87 S and Pummill Rd; Jeff Riddle (Agent), Chaudhuri Investments, LLC (Owner).

ZON-25-0024: Rezoning from A1 Ag. Dist. to R40A Res. Dist. or to a more restrictive zoning dist.; 2.85 +/- acres; 6512 Cedar Creek Rd; Juanita Philyaw (Agent), Beulah Mae Johnson Heirs (Owners).

ZON-25-0025: Rezoning from R6A Res. Dist. and RR Rural Res. Dist. to R6A Res. Dist. or to a more restrictive zoning dis.; 2.74 +/- acres; 169 Snow Hill Rd; Jazmine Scott (Agent), Tweety Enterprise, LLC (Owner).

ZON-25-0027: Rezoning from A1 Ag. Dist. to R20 Res. Dist. or to a more restrictive zoning dist.; 5.11 +/- acres; 487 Palestine Rd; Ernest and Barbara Smith (Owners).

August 15, 22 2025
LWLM0341461

CUMBERLAND COUNTY
NORTH CAROLINA

PLANNING AND INSPECTIONS DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF AUGUST 25, 2025

TO: **BOARD OF COUNTY COMMISSIONERS**

FROM: **RAWLS HOWARD, DIRECTOR OF PLANNING AND INSPECTIONS**

DATE: **8/11/2025**

SUBJECT: CASE # ZON-25-0021

BACKGROUND

ZON-25-0021: Rezoning from A1 Agricultural District to C2(P) Planned Service and Retail District or to a more restrictive zoning district for a parcel comprising 1.00 +/- acres; located at the northwest intersection of NC HWY 87 S and Pummill Rd; submitted by Jeff Riddle (Agent) on behalf of Chaudhuri Investments, LLC (Owners).

RECOMMENDATION / PROPOSED ACTION

Planning Board Action: Recommended approval of the rezoning request from A1 Agricultural District to C2(P) Planned Service and Retail District at their June 17, 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-25-0021, Planning and Inspections staff recommends approval of the rezoning request from A1 Agricultural District to C2(P) Planned Service and Retail District. Staff finds that the request is consistent with the South-Central Land Use Plan which calls for "Heavy Commercial" 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-25-0021, I move to approve the rezoning request from A1 Agricultural District to C2(P) Planned Service and Retail District. The Board finds that the request is consistent with the South-Central Land

Use Plan which calls for “Heavy Commercial” at this location. The request is reasonable and in the public interest as it is compatible to and in harmony with the surrounding land use activities and zoning.

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

MOTION:

In Case ZON-25-0021, I move to deny the rezoning request from A1 Agricultural District to C2(P) Planned Service and Retail District. The Board finds that the request is not consistent with the South-Central Land Use Plan. The request is not reasonable or in the public interest because_____.

ATTACHMENTS:

Description	Type
CASE # ZON-25-0021	Backup Material

Rawls Howard
Director

David Moon
Deputy Director

CUMBERLAND COUNTY
NORTH CAROLINA

Cumberland County Joint Planning Board

August 25, 2025

MEMO TO: Cumberland County Board of Commissioners

FROM: Rawls Howard, Director of Planning & Inspections

SUBJECT: **ZON-25-0021:** Rezoning from A1 Agricultural District to C2(P) Planned Service and Retail District or to a more restrictive zoning district for a parcel comprising 1.00 +/- acres; located at the northwest intersection of NC HWY 87 S and Pummill Rd; submitted by Jeff Riddle (Agent) on behalf of Chaudhuri Investments, LLC (Owners).

ACTION: The Planning Board recommended approval of the rezoning request from A1 Agricultural District to C2(P) Planned Service and Retail District at their June 17, 2025, meeting for the reasons stated and as fully reflected in the minutes of the Planning Board meeting which are incorporated herein by reference.

MINUTES OF JUNE 17, 2025

In Case ZON-25-0021, Planning and Inspections staff recommends approval of the rezoning request from A1 Agricultural District to C2(P) Planned Service and Retail District. Staff finds that the request is consistent with the South-Central Land Use Plan which calls for “Heavy Commercial” 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-25-0021, Ms. Lynd made a motion, seconded by Mr. Williams, to approve the rezoning request from A1 Agricultural District to C2(P) Planned Service and Retail District. The Board finds that the request is consistent with the South-Central Land Use Plan which calls for “Heavy Commercial” at this location. The Board also finds that the request is reasonable and in the public interest as it is compatible to and in harmony with the surrounding land use activities and zoning. Unanimous approval.

First Class and Record Owners’ Mailed Notice Certification

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

CUMBERLAND COUNTY
NORTH CAROLINA

PLANNING & INSPECTIONS

PLANNING STAFF REPORT
REZONING CASE # ZON-25-0021
Planning Board Meeting: June 17, 2025

Location: Intersection of NC HWY 87 S, Pummill Rd, and Dipper Dr
Jurisdiction: County-Unincorporated

REQUEST	**Rezoning A1 to C2(P)**

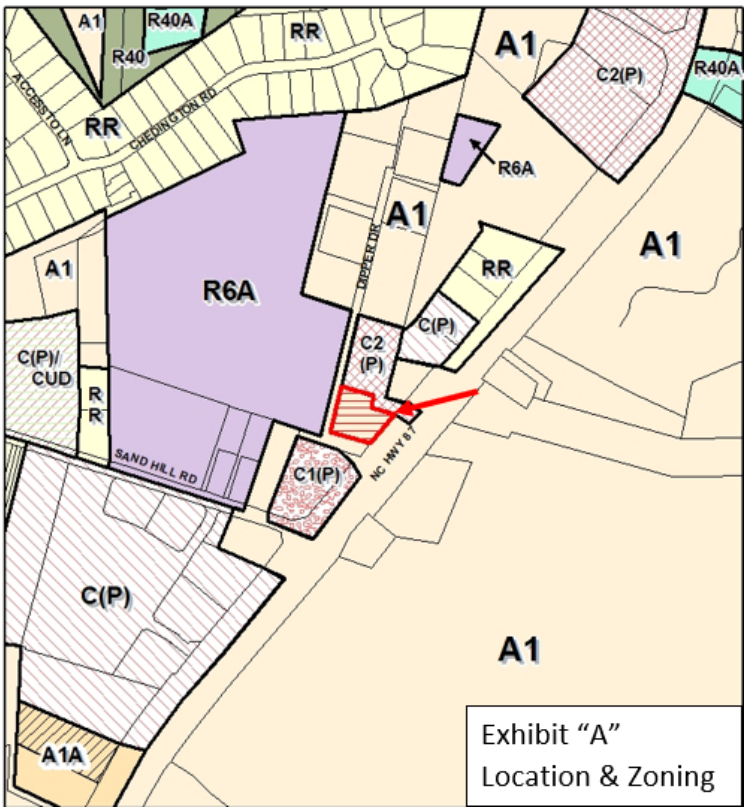
Applicant requests a rezoning from A1 Agricultural District to C2(P) Planned Service and Retail District for a parcel containing approximately 1.00 acre located at the intersection of three streets: NC HWY 87 S, Dipper Dr, and Pummill Rd as shown in Exhibit "A". Both Dipper Dr. and Pummill Rd. are private streets located within a parcel owned by a single property owner. The intent of the property owners is to establish a self-service laundry business at the site.

PROPERTY INFORMATION

OWNER/APPLICANT: Chaudhuri Investments LLC (Owner); Jeff Riddle (Agent/Applicant).

ADDRESS/LOCATION: Located at the intersection of NC HWY 87 S, Dipper Dr, and Pummill Rd. Refer to Exhibit "A", Location and Zoning Map. REID numbers: 0443401100000.

SIZE: The parcels contain approximately 1.00 +/- acres. Road frontage along NC HWY 87 S is 173 +/- feet. Road frontage along Pummill Rd is 187 +/- feet. Road frontage along Dipper Dr is 212 +/- feet. The property is approximately 262 +/- feet in length at its deepest point.



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

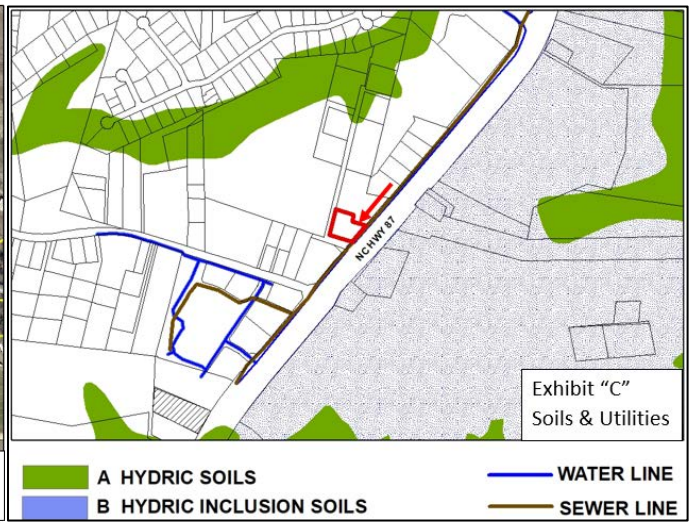
EXISTING LAND USE: The subject property is currently undeveloped wooded land.

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

- **North**: Single-family homes and undeveloped wooded lands.
- **East**: NC Highway 87 S, Single-family homes, and farmland.
- **West**: Gray's Creek Mobile Home Park.
- **South**: Gray's Creek Volunteer Fire Department and convenience stores with gasoline sales.

- **OTHER SITE CHARACTERISTICS**: The site is not located in a Watershed Protection Area nor within a Flood Zone Hazard Area. The subject property, as delineated in Exhibit "C", illustrates that hydric and hydric inclusion soils are not located on the property. Water and sewer lines belonging to PWC are shown to exist along NC HWY 87 S.

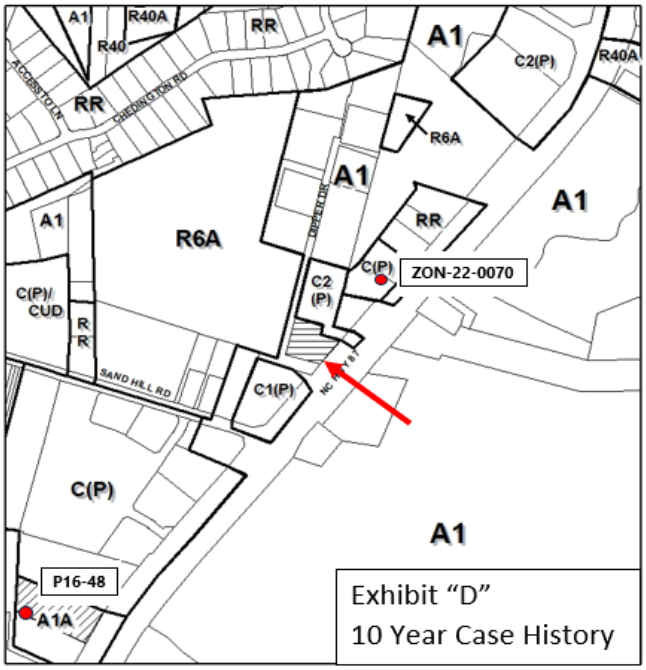




TEN YEAR ZONE CASE HISTORY:

Exhibit "D" denotes the following rezoning case history within the most recent 10-year period.

- P16-48: C(P) to A1A; Approved.
- ZON-22-0070: RR to C(P); Approved.



DEVELOPMENT REVIEW:
Site plan review and approval will be required via the Current Planning Division prior to commencement of any site construction activity. Due to fronting streets on three sides, the property shall have three front yards and one side yard for setback purposes.

DIMENSIONAL PROVISIONS FOR REQUESTED DISTRICT:

Minimum Standard	**A1 (Existing)**	**C2(P) (Proposed)**
Front Yard Setback	50 feet	50 feet
Side Yard Setback	20 feet	30 feet
Rear Yard Setback	50 feet	30 feet (Not applicable due to front three streets)
Lot Area	2 Acres	N/A
Lot Width	100'	N/A

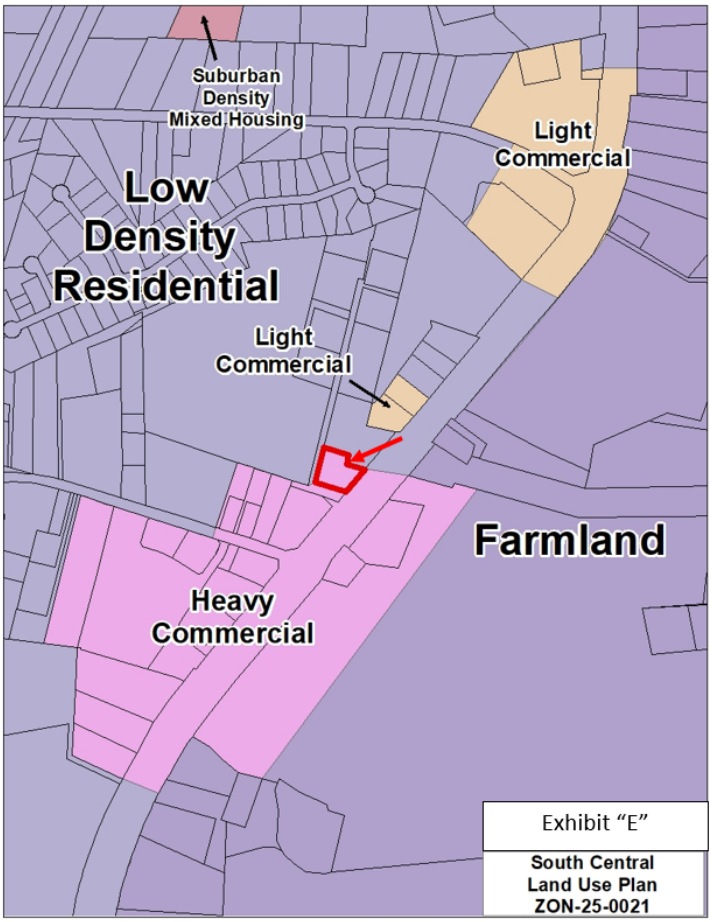
DEVELOPMENT POTENTIAL:

Existing Zoning (A1)	**Proposed Zoning (C2(P))**
1 dwelling unit	0 dwelling units

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

COMPREHENSIVE PLANS:

This property is located in the South-Central Land Use Plan (2015), as shown in Exhibit "E". The future land use classification of the property is "Heavy Commercial". The associated zoning district for Heavy Commercial Is C(P).



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

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

- "Provide quality, attractive commercial development that meets market demand, is harmonious with its surrounding area, has supporting infrastructure, preserves the natural environment, and is concentrated in nodes near major intersections and existing commercial development" (South Central Land Use Plan 2015, p. 93).
- "Promote the concentration of intense commercial development in nodes at the intersections of major thoroughfares, interchanges, and other designated areas along US Highway 301 South with public water and sewer" (South Central Land Use Plan 2015, p. 94).
- "Permit commercial establishments on tracts of land sufficient in size to accommodate vehicular and pedestrian circulation, landscaping, buffering, signs, and other required development standards" (South Central Land Use Plan 2015, p. 94).
- "[Ensure that commercial development] is located in the most convenient location, has access to public utilities and urban services, has the transportation network to handle the expected traffic volume, is not encroaching in an established residential area, is compatible with its surrounding uses, is conveniently located, and not stripped along the roadways" (South Central Land Use Plan 2015, p. 100).

IMPACTS ON LOCAL INFRASTRUCTURE AND/OR FACILITIES

UTILITIES: PWC Water and sewer lines are available near the subject properties along NC HWY 87. Well and septic permits would be required for any development on the subject properties if not connected to public water and sewer. The available utilities are shown on Exhibit "C".

TRANSPORTATION. NC HWY 87 S is classified as a Principal Arterial. Driveway connection permits must be obtained from NCDOT.

SCHOOLS CAPACITY/ENROLLMENT:

School Name	Enrollment	Capacity
Alderman Road Elementary	610	707
Gray's Creek Middle	1103	1083
Gray's Creek High	1455	1517

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

EMERGENCY SERVICES: Cumberland County Fire Marshal's office has reviewed the request. All development and access to the property must comply with the North Carolina Fire Codes, which must be addressed at the time of site plan submission.

SPECIAL DISTRICTS/ OVERLAY DISTRICTS: The property is not located within any special districts or overlay districts.

Special Districts			
Fayetteville Regional Airport Overlay:	n/a	Averasboro Battlefield Corridor:	n/a
Five Mile Distance of Fort Bragg:	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

STAFF RECOMMENDATION

In Case ZON-25-0021, Planning and Inspections staff **recommends approval** of the rezoning request from A1 Agricultural District to C2(P) Planned Service and Retail District. Staff finds that the request is consistent with the South-Central Land Use Plan which calls for "Heavy Commercial" 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
Deed of Ownership

ATTACHMENT: MAILING LIST

SHERWOOD PRESBYTERIAN CHURCH
4857 S NC 87 HWY
FAYETTEVILLE, NC 28306

WISTERIA GROUP LLC
3121 DRURY LN
FAYETTEVILLE, NC 28303

RICHARDSON, H DAMON JR; RICHARDSON, VICKI T
2641 SANDHILL RD
FAYETTEVILLE, NC 28306

RIDDLE, JOSEPH P III:RIDDLE, TRINA T
4200 MORGANTON RD STE 150
FAYETTEVILLE, NC 28314

V/D NEAL PROPERTIES LLC
1709 CLINTON RD
FAYETTEVILLE, NC 28312

STERLING, M RAY; STERLING, CHERYL LEIGH
4228 DIPPER DR
FAYETTEVILLE, NC 28306

RIDDLE, JOSEPH P III:RIDDLE, TRINA T
4200 MORGANTON RD STE 150
FAYETTEVILLE, NC 28314

GRAYS CREEK VOL FIRE DEPT TWENTY FOUR INC
2661 SAND HILL RD
FAYETTEVILLE, NC 28306

WILLIAMS, ROBERT J V: RIDDLE, JOSEPH P III TRUSTEES
PO BOX 53729
FAYETTEVILLE, NC 28305

RICHARDSON, HOLLIS JR:HENDRIX, VICKI T
2641 SAND HILL RD
FAYETTEVILLE, NC 28306

PAUL, S KEALOHA: PAUL, V WALTERS
4267 DIPPER DR
FAYETTEVILLE, NC 28306

TYSON, VANCE U JR
4925 S NC 87 HWY
FAYETTEVILLE, NC 28306

LONG, JAMES HUBERT
4800 S NC 87 HWY
FAYETTEVILLE, NC 28306

COON, IRIS L
4266 DIPPER DR
FAYETTEVILLE, NC 28306

DEVAULT, DONNA BRAMBLE
2129 YARBOROUGH RD
ST PAULS, NC 28384

SANDERS, LYNDA
4834 S NC 87 HWY
FAYETTEVILLE, NC 28306

TYSON, VANCE U JR
4925 S NC 87 HWY
FAYETTEVILLE, NC 28306

RIDDLE, JOSEPH P III
PO BOX 53729
FAYETTEVILLE, NC 28305

GRAY'S CREEK LAND LLC
210 S RAILROAD AVE STE 4
ASHLAND, VA 23005

NWOSU, LUKE TRUSTEE
909 S MCPHERSON CHURCH RD
FAYETTEVILLE, NC 28303

SHERWOOD PRESBYTERIAN CHURCH
4857 S NC 87 HWY
FAYETTEVILLE, NC 28306

PMG CAROLINAS LLC
2900 TELESTAR COURT
FALLS CHURCH, VA 22042

ATTACHMENT: APPLICATION

13th

CUMBERLAND

Planning & Inspections Department

CASE #: _____

PLANNING BOARD MEETING DATE: 6/20/25

DATE APPLICATION SUBMITTED: 5/12/25

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 $ 450.00. (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 CPC2P JR VB
2. Address of Property to be Rezoned: NC Hwy 87 S (no address)
3. Location of Property, details: NC Hwy 87 S between addresses 4886 and 4946
4. Parcel Identification Number (PIN #) of subject property: 0443401100 (also known as Tax ID Number or Property Tax ID)
5. Acreage: 1.0 Frontage: 173± Depth: 187±
6. Water Provider: Well: _____ PWC: ✓ Other (name): _____
7. Septage Provider: Septic Tank _____ PWC ✓
8. Deed Book 7483, Page(s) 75, 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: Commercial Laundry Mat
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 mete 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.

x JAY J. CHAUDHURI
NAME OF OWNER(S) (PRINT OR TYPE)

3121 Drury Lane Fayetteville, NC 28303
ADDRESS OF OWNER(S)

x 919 723 5281 — HOME TELEPHONE #
919 423 5281 — WORK TELEPHONE #

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

5965 Hall Park Road Fayetteville, NC 28306
ADDRESS OF AGENT, ATTORNEY, APPLICANT

riddle3653@gmail.com
E-MAIL

(910) 308-9330 — HOME TELEPHONE #
WORK TELEPHONE #

SIGNATURE OF OWNER(S)
SIGNATURE OF AGENT, ATTORNEY OR APPLICANT

SIGNATURE OF OWNER(S)

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

AFFIDAVIT OF OWNERSHIP/AGENT AUTHORIZATION FORM

PROPERTY OWNER (Company or Individual): x Jay J. Chaudhuri

MAILING ADDRESS: 3121 Deerybane Fay. NC 28303

Officer's name and title: Owner

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 Jeff Ridell 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

Owner's Signature

Owner's Signature

State of North Carolina
Cumberland County

X The foregoing instrument was acknowledged before me by means of X physical presence or _____ online notarization, this 11th day of May (month), 2025 (year), by Jay Jyoti Chaudhuri (name of person acknowledging) who is personally known to me or who has produced NC Drivers License (type of identification) as Identification.

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

Joy Michelle Lewis
Commission Expires: 4/20/2026

Wake County, North Carolina
Notary Public
Joy Michelle Lewis
My Commission Expires 4/20/2026

ATTACHMENT: DEED OF OWNERSHIP

7483
0075

BK7483PG075

(N.P. SEAL)
20 RF

003629

RECEIVED
1-25-2007 AM 10:06:59
J. LEE WARREN JR.
REGISTER OF DEEDS
CUMBERLAND CO., N.C.

NORTH CAROLINA SPECIAL WARRANTY DEED

Excise Tax: $ 0.00
Parcel Identifier No. _____ Verified by _____ County on the ___ day of _____, 20__
By: _____

Mail/Box to: GRANTEE

This instrument was prepared by: Barkley Law Offices, P.C. "NO TITLE SEARCH PERFORMED"

Brief description for the Index: _____

THIS DEED made this 8th day of January, 20 07 by and between

GRANTOR	GRANTEE
Debi Chaudhuri and Mithu Chaudhuri	Chaudhuri Investments, LLC 3121 Drury Lane Fayetteville, North Carolina 28303

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 or parcel of land situated in the City of Fayetteville, _____ Township, Cumberland County, North Carolina and more particularly described as follows:
See Attached

The property hereinabove described was acquired by Grantor by instrument recorded in Book 3436 page 615.

A map showing the above described property is recorded in Plat Book _____ page _____.

NC Bar Association Form No. L-6 © 1977, 2002
Printed by Agreement with the NC Bar Association – 1981 SoftPro Corporation, 333 E. Six Forks Rd., Raleigh, NC 27609

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor has done nothing to impair such title as Grantor received, and Grantor will warrant and defend the title against the lawful claims of all persons claiming by, under or through Grantor, other than the following exceptions:

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

_____ (Entity Name)

By: _____
Title: _____

By: _____
Title: _____

By: _____
Title: _____

D. S. P. Chaudhuri (SEAL)
Debi Chaudhuri

Mithu Chaudhuri (SEAL)

_____ (SEAL)

_____ (SEAL)

NOTARY PUBLIC WAKE COUNTY, NC

State of North Carolina - County of ~~Cumberland~~ WAKE

I, the undersigned Notary Public of the County and State aforesaid, certify that Debi Chaudhuri and Mithu Chaudhuri _____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this ~~8th~~ 9th day of January, 2007.

My Commission Expires: 02-21-2010

Denise N Yarbrough
Notary Public

State of North Carolina - County of _____

I, the undersigned Notary Public of the County and State aforesaid, certify that _____ personally came before me this day and acknowledged that _he is the _____ of _____, a North Carolina or _____ corporation/limited liability company/general partnership/limited partnership (strike through the inapplicable), and that by authority duly given and as the act of such entity, __he signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal, this _____ day of _____, 20__.

My Commission Expires: _____

_____
Notary Public

State of North Carolina - County of _____

I, the undersigned Notary Public of the County and State aforesaid, certify that _____.

Witness my hand and Notarial stamp or seal, this _____ day of _____, 20__.

My Commission Expires: _____

_____
Notary Public

The foregoing Certificate(s) of _____ is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

_____ Register of Deeds for _____ County
By: _____ Deputy/Assistant - Register of Deeds

NC Bar Association Form No. L-6 © 1977, 2002
Printed by Agreement with the NC Bar Association – 1981 SoftPro Corporation, 333 E. Six Forks Rd., Raleigh, NC 27609

ATTACHMENT

BEGINNING at a point in the western right-of-way margin on NC No. 87 (150' R/W) said point being located S 40 degrees 17' 53" W 65.64' from Upton Tyson Southeast corner as described in Deed Book 2642, Page 528 Cumberland County Registry; thence running with the margin on NC No. 87 S 40 degrees 17' 53" W 172.94' to a point; thence running along the northern margin of a 60' right of way N 72 degrees 29' 51" W 186.62' to a point; thence running along the eastern margin of a 40 foot ingress-egress easement described in Deed Book 2642, Page 528 Cumberland County Registry N 14 degrees 17' 39" E 211.51 feet to a point; thence S 72 degrees 29' 08" E 151.26' to a point; thence S 14 degrees 08' 39" W 54.10' to a point; thence S 73 degrees 38' 49" E 111.06' to the point of beginning and containing 1.00 acres more or less and being a portion of the property described in Deed Book 3212, Page 787 Cumberland County Registry.

PUBLIC NOTICE

The Cumberland County Board of Commissioners will meet at 6:45 p.m. on August 25, 2025 in Room 118 of the County Courthouse at 117 Dick Street to hear the following:

ZON-25-0017: Text Amend. to transition Manufactured Home Park and Group Dev. standards from County Sub. Ord. to County Zon. Ord. and other minor amendments; Cumberland County Planning and Inspections (Applicant).

ZON-25-0018: Rezoning from A1 Ag. Dist. and R40 Res. Dist. to R40 Res. Dist. or to a more restrictive zoning dist.; 2.82 +/- acres; 3003 H. Clark Rd; Erin and Mark Rice (Owners).

ZON-25-0019: Rezoning from R10 Res. Dist. to RR Rural Res. Dist. or to a more restrictive zoning dist.; 16.84 +/- acres; 6766 Rockfish Rd and an adjoining parcel; Marion & Kimberly Starling (Owners).

ZON-25-0021: Rezoning from A1 Ag. Dist. to C2(P) Planned Service and Retail Dist. or to a more restrictive zoning dist.; 1.00 +/- acres; at northwest intersection of NC Hwy 87 S and Pummill Rd; Jeff Riddle (Agent), Chaudhuri Investments, LLC (Owner).

ZON-25-0024: Rezoning from A1 Ag. Dist. to R40A Res. Dist. or to a more restrictive zoning dist.; 2.85 +/- acres; 6512 Cedar Creek Rd; Juanita Philyaw (Agent), Beulah Mae Johnson Heirs (Owners).

ZON-25-0025: Rezoning from R6A Res. Dist. and RR Rural Res. Dist. to R6A Res. Dist. or to a more restrictive zoning dis.; 2.74 +/- acres; 169 Snow Hill Rd; Jazmine Scott (Agent), Tweety Enterprise, LLC (Owner).

ZON-25-0027: Rezoning from A1 Ag. Dist. to R20 Res. Dist. or to a more restrictive zoning dist.; 5.11 +/- acres; 487 Palestine Rd; Ernest and Barbara Smith (Owners).

August 15, 22 2025
LWLM0341461

PLANNING AND INSPECTIONS DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF AUGUST 25, 2025

TO: **BOARD OF COUNTY COMMISSIONERS**

FROM: **RAWLS HOWARD, DIRECTOR OF PLANNING AND INSPECTIONS**

DATE: **8/11/2025**

SUBJECT: CASE # ZON-25-0024

BACKGROUND

ZON-25-0024: Rezoning from A1 Agricultural District to R40A Residential District or to a more restrictive zoning district for a parcel comprising 2.85 +/- acres; located at 6512 Cedar Creek Road; submitted by Juanita Philyaw (Agent) on behalf of Beulah Mae Johnson Heirs (Owners).

RECOMMENDATION / PROPOSED ACTION

Planning Board Action: Recommended approval of the rezoning request from A1 Agricultural District to R40A Residential District at their July 15, 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-25-0024, Planning and Inspections staff recommends approval of the rezoning request from A1 Agricultural District to R40A Residential District. Staff finds that the request is consistent with the Southeast Cumberland Land Use Plan which calls for "One Acre Lots without Public Water, 1/2 Acre Lots with Public Water" 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-25-0024, I move to approve the rezoning request from A1 Agricultural District to R40A Residential District. The Board finds that the request is consistent with the Southeast Cumberland Land Use Plan which calls for "One Acre Lots without Public Water, ½ Acre lots with Public Water" 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-25-0024, I move to deny the rezoning request from A1 Agricultural District to R40A Residential District and find that the request is not consistent with the Southeast Cumberland Land Use Plan. The request is not reasonable or in the public interest because _____.

ATTACHMENTS:

Description	Type
CASE # ZON-25-0024	Backup Material

Rawls Howard
Director

David Moon
Deputy Director

CUMBERLAND COUNTY
NORTH CAROLINA

Cumberland County Joint Planning Board

August 25, 2025

MEMO TO: Cumberland County Board of Commissioners

FROM: Rawls Howard, Director of Planning & Inspections

SUBJECT: **ZON-25-0024:** Rezoning from A1 Agricultural District to R40A Residential District or to a more restrictive zoning district for a parcel comprising 2.85 +/- acres; located at 6512 Cedar Creek Road; submitted by Juanita Philyaw (Agent) on behalf of Beulah Mae Johnson Heirs (Owners).

ACTION: The Planning Board recommended approval of the rezoning request from A1 Agricultural District to R40A Residential District at their July 15, 2025, meeting for the reasons stated and as fully reflected in the minutes of the Planning Board meeting which are incorporated herein by reference.

MINUTES OF JULY 15, 2025

In Case ZON-25-0024, Planning and Inspections staff recommends approval of the rezoning request from A1 Agricultural District to R40A Residential District. Staff finds that the request is consistent with the Southeast Cumberland Land Use Plan which calls for "One Acre Lots without Public Water, 1/2 Acre Lots with Public Water" 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-25-0024, Ms. McLaughlin made a motion, seconded by Ms. Lynd to recommend approval of the rezoning request from A1 Agricultural District to R40A Residential District. The Board finds that the request is consistent with the Southeast Cumberland Land Use Plan which calls for "One Acre Lots without Public Water, 1/2 Acre Lots with Public Water" at this location. The Board also finds that the request is reasonable and in the public interest as it is compatible to and in harmony with the surrounding land use activities and zoning. Unanimous approval.

First Class and Record Owners' Mailed Notice Certification

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

CUMBERLAND COUNTY
NORTH CAROLINA

PLANNING & INSPECTIONS

PLANNING STAFF REPORT
REZONING CASE # ZON-25-0024
Planning Board Meeting: July 15, 2025

Location: 6512 Cedar Creek Rd
Jurisdiction: County-Unincorporated

REQUEST	**Rezoning A1 to R40A**

Applicants request a rezoning from A1 Agricultural District to R40A Residential District for a parcel containing approximately 2.85 acres located at 6512 Cedar Creek Rd as shown in Exhibit "A". The intent is to establish a second residential dwelling unit on the property as part of a Group Development.

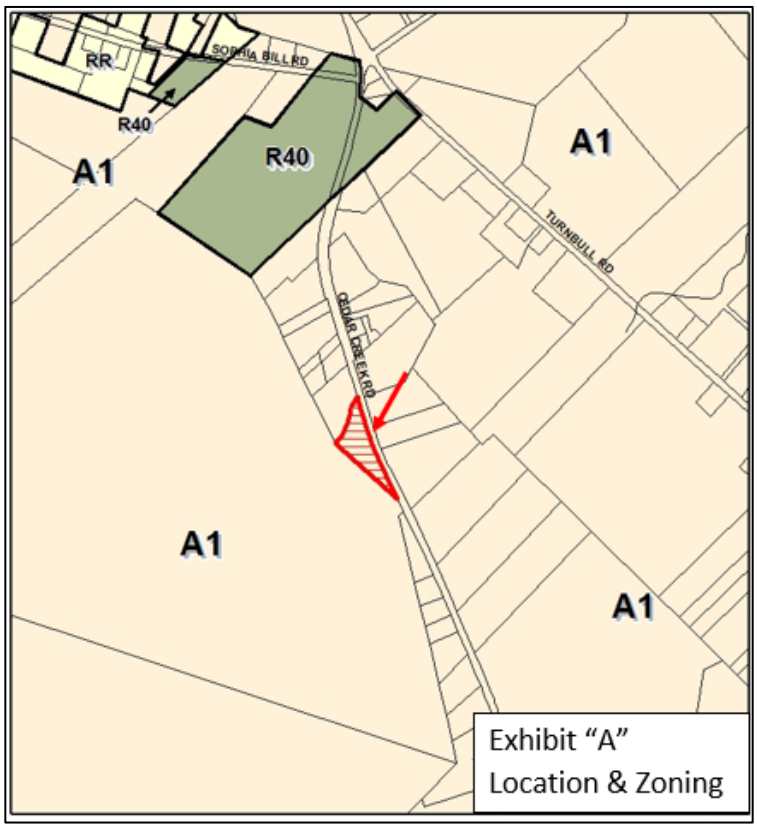
PROPERTY INFORMATION

OWNER/APPLICANT: Beulah Mae Johnson Heirs (Owners and applicants).

ADDRESS/LOCATION: Located at 6512 Cedar Creek Rd. Refer to Exhibit "A", Location and Zoning Map. REID number: 0472870276000.

SIZE: The parcels contain approximately 2.85 acres. Road frontage along Cedar Creek Rd is approximately 920 linear feet. The property is approximately 320 feet in length at its deepest point.

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



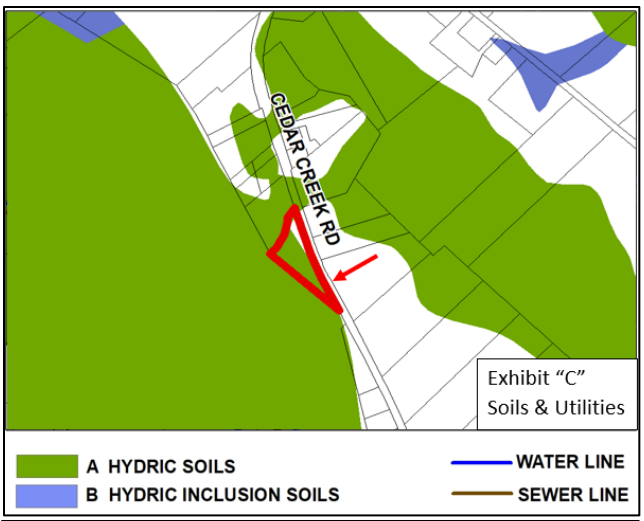
EXISTING LAND USE: The subject property currently has one existing residential dwelling unit.

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

- **North**: Single-family homes and wooded lands.
- **East**: Single-family homes, wooded lands, and farmlands
- **West**: Wooded lands and a Duke Energy Progress transmission line easement.
- **South**: Wooded lands.

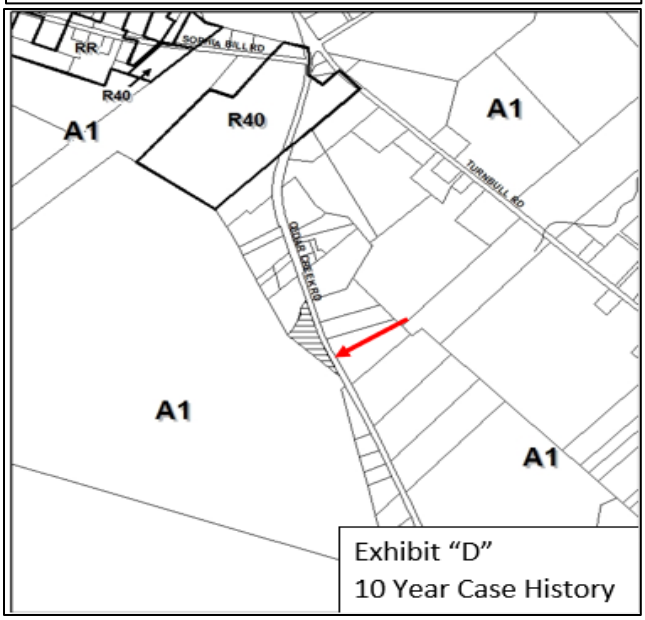
OTHER SITE CHARACTERISTICS: The site is not located in a Watershed Protection Area nor within a Flood Zone Hazard Area. The subject property, as delineated in Exhibit "C", illustrates that hydric soils are located on the majority of the property.





TEN YEAR ZONE CASE HISTORY:

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



DEVELOPMENT REVIEW:
Group Development site plan review and approval will be required via the Current Planning Division prior to commencement of any site construction activity. If any subdivision were to occur, a preliminary plan and final plat must be submitted to the Current Planning Division for review and approval prior to any recording in accordance with Zoning and Subdivision Ordinance.

DIMENSIONAL PROVISIONS FOR REQUESTED DISTRICT:

Minimum Standard	**A1 (Existing)**	**R40A (Proposed)**
Front Yard Setback	50 feet	30 feet
Side Yard Setback	20 feet	15 feet
Rear Yard Setback	50 feet	35 feet
Lot Area	2 Acres	40,000 sq. ft.
Lot Width	100'	100'

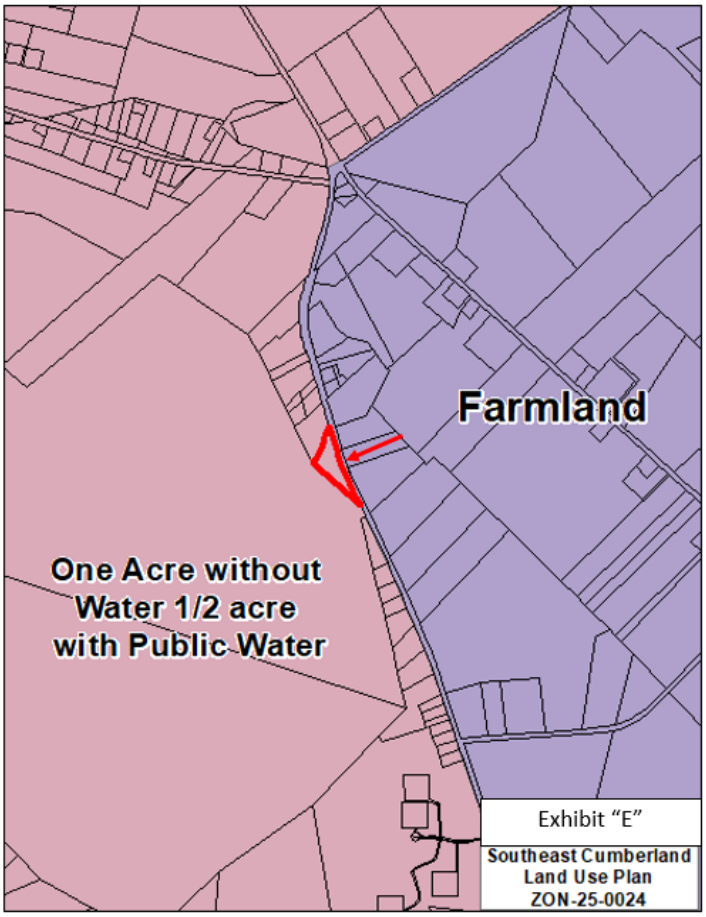
DEVELOPMENT POTENTIAL:

Existing Zoning (A1)	**Proposed Zoning (R40A)**
1 dwelling unit	3 dwelling units

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

COMPREHENSIVE PLANS:

This property is located in the Southeast Cumberland Land Use Plan (2016). The future land use classification of the property is "One Acre Lots without Public Water, ½ Acre Lots with Public Water". The associated zoning districts for One Acre Lots without Public Water are R40, R40A, A1, and A1A. The associated zoning district for ½ Acre Lots with Public Water is RR.



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

Future Land Use Classification Development Goals, Notes, and Objectives:

- "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).
- "Manufactured homes will be allowed on the same basis a conventional site-built housing as long as the manufactured homes are built to the same standards as conventional homes" (Southeast Cumberland Land Use Plan 2016, p. 94).
- "Only allow residential lots on soils suitable for conventional septic tanks systems" (Southeast Cumberland Land Use Plan 2016, p. 94).
- "Enforce minimum housing standards and support measures that promote the rehabilitation of existing housing in the Area." (Southeast Cumberland Land Use Plan 2016, p. 93).

IMPACTS ON LOCAL INFRASTRUCTURE AND/OR FACILITIES

UTILITIES: Public water and sewer lines are not available near the subject properties along Cedar Creek Rd. Well and septic permits would be required and must be obtained from the Environmental Health office for any new development on the subject property if not connected to public water and sewer. The available utilities are shown on Exhibit "C".

TRANSPORTATION. Cedar Creek Rd is classified as a Major Collector per NCDOT Road Classification. With the existing residential structure being served off Cedar Creek Rd, the owners shall coordinate with NCDOT for any additional or revised driveway permits required to serve a Group Development.

SCHOOLS CAPACITY/ENROLLMENT:

School Name	Enrollment	Capacity
J W Seabrook Elementary	253	267
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 objections 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: The property is located within a VAD half mile buffer (VAD-03-09).

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

n/a – not applicable

STAFF RECOMMENDATION

In Case ZON-25-0024, Planning and Inspections staff **recommends approval** of the rezoning request from A1 Agricultural District to R40A Residential District. Staff finds that the request is consistent with the Southeast Cumberland Land Use Plan which calls for "One Acre Lots without Public Water, 1/2 Acre Lots with Public Water" at this location. Staff also finds that the request is reasonable and in the public interest as it is compatible to and in harmony with the surrounding land use activities and zoning.

Attachments:
Notification Mailing List
Application

ATTACHMENT: MAILING LIST

HART, WESLEY R & HART, MARGARET B
6410 CEDAR CREEK RD
FAYETTEVILLE, NC 28312

GUZMAN, ABIE & GUZMAN, JASMIN ELENA
4076 HUMMINGBIRD PL
FAYETTEVILLE, NC 28312

CLOER, LORETTA H
6433 CEDAR CREEK RD
FAYETTEVILLE, NC 28312

BRADLEY, MARGARET SIMMONS
9838 WINCHESTER CT
MURRALLS INLET, SC 29576

DWIGHT, DORMIE A HEIRS & DWIGHT, LEONARD TIMOTHY
512 RANDOLPH AVE
FAYETTEVILLE, NC 28311

FLEURIMOND, BUCHERSON
6565 CEDAR CREEK ROAD
FAYETTEVILLE, NC 28312

NICHOLS, SARAH OWEN TRUSTEE
6719 TURNBULL RD
FAYETTEVILLE, NC 28312

PARKER, FRANK M & PARKER, NELSA MUNOZ
6456 CEDAR CREEK RD
FAYETTEVILLE, NC 28312

FAIRCLOTH, SARAH K
6447 CEDAR CREEK RD
FAYETTEVILLE, NC 28312

OWEN, ELIZABETH L
6386 CEDAR CREEK RD
FAYETTEVILLE, NC 28312

CLOER, LORETTA H
6433 CEDAR CREEK RD
FAYETTEVILLE, NC 28312

BULLARD, JAMES DANIEL & BULLARD, DONNA MCDONALD
5166 JEFFERSON ST
STEDMAN, NC 28391

NICHOLS, SARAH O
6719 TURNBULL RD
FAYETTEVILLE, NC 28312

WHALEN, ROBERT E II
PO BOX 51215
DURHAM, NC 27717

THAGARD, CAROL ANNE HONEYCUTT
5770 TURNBULL RD
FAYETTEVILLE, NC 28312

GRYKA, SAMANTHA
6527 CEDAR CREEK RD
FAYETTEVILLE, NC 28312

SMITH, LINDA Y
910 JUDSON CHURCH RD
FAYETTEVILLE, NC 28301

SIMMONS, LORETTA
6433 CEDAR CREEK RD
FAYETTEVILLE, NC 28312

DEPPE, KENNETH S & DEPPE, ELENA V
6223 DUNBANE CT
FAYETTEVILLE, NC 28311

HART, WESLEY R & HART, MARGARET B
6410 CEDAR CREEK RD
FAYETTEVILLE, NC 28312

NIEVES, GLENN & NIEVES, SARAH
6329 CEDAR CREEK RD
FAYETTEVILLE, NC 28312

SANDERS, JOHN MARK
6672 CEDAR CREEK RD
FAYETTEVILLE, NC 28312

JOHNSON, BEULAH MAE HEIRS
6512 CEDAR CREEK RD
FAYETTEVILLE, NC 28312

NICHOLS, SARAH OWEN TRUSTEE
6719 TURNBULL RD
FAYETTEVILLE, NC 28312

ATTACHMENT: APPLICATION

CUMBERLAND COUNTY
NORTH CAROLINA
Planning & Inspections Department

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 $ 250. (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 R40A
2. Address of Property to be Rezoned: 6512 Cedar Crk Rd.
3. Location of Property, details: On Cedar Crk Rd.
4. Parcel Identification Number (PIN #) of subject property: 0472-87-0276 (also known as Tax ID Number or Property Tax ID)
5. Acreage: 2.85 Frontage: 909.07Ft+ Depth: 320
6. Water Provider: Well: V PWC: _____ Other (name): _____
7. Septage Provider: Septic Tank V PWC _____
8. Deed Book 2670, Page(s) 772, Cumberland County Registry. (Attach copy of deed of subject property as it appears in Registry).
9. Existing use of property: Home
10. Proposed use(s) of the property: Putting Second Mobile Home On Property
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 mete 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.

Juanita J. Philyaw - Christopher C. Johnson
NAME OF OWNER(S) (PRINT OR TYPE)

6512 Cedar Creek Rd.
ADDRESS OF OWNER(S)

910-261-4157
HOME TELEPHONE # | WORK TELEPHONE #

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

ADDRESS OF AGENT, ATTORNEY, APPLICANT

Ph.lyaw Ph.lyaw@gmail.com.
E-MAIL

HOME TELEPHONE # | WORK TELEPHONE #

Juanita J. Philyaw
SIGNATURE OF OWNER(S)

SIGNATURE OF AGENT, ATTORNEY OR APPLICANT

Christopher C. Johnson
SIGNATURE OF OWNER(S)

Maedell W. Melvin
Richard S. Johnson
Stella Johnson Mack
Tracy L. Scott
Nancy J. Johnson
Joseph A. Johnson

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

PUBLIC NOTICE

The Cumberland County Board of Commissioners will meet at 6:45 p.m. on August 25, 2025 in Room 118 of the County Courthouse at 117 Dick Street to hear the following:

ZON-25-0017: Text Amend. to transition Manufactured Home Park and Group Dev. standards from County Sub. Ord. to County Zon. Ord. and other minor amendments; Cumberland County Planning and Inspections (Applicant).

ZON-25-0018: Rezoning from A1 Ag. Dist. and R40 Res. Dist. to R40 Res. Dist. or to a more restrictive zoning dist.; 2.82 +/- acres; 3003 H. Clark Rd; Erin and Mark Rice (Owners).

ZON-25-0019: Rezoning from R10 Res. Dist. to RR Rural Res. Dist. or to a more restrictive zoning dist.; 16.84 +/- acres; 6766 Rockfish Rd and an adjoining parcel; Marion & Kimberly Starling (Owners).

ZON-25-0021: Rezoning from A1 Ag. Dist. to C2(P) Planned Service and Retail Dist. or to a more restrictive zoning dist.; 1.00 +/- acres; at northwest intersection of NC Hwy 87 S and Pummill Rd; Jeff Riddle (Agent), Chaudhuri Investments, LLC (Owner).

ZON-25-0024: Rezoning from A1 Ag. Dist. to R40A Res. Dist. or to a more restrictive zoning dist.; 2.85 +/- acres; 6512 Cedar Creek Rd; Juanita Philyaw (Agent), Beulah Mae Johnson Heirs (Owners).

ZON-25-0025: Rezoning from R6A Res. Dist. and RR Rural Res. Dist. to R6A Res. Dist. or to a more restrictive zoning dis.; 2.74 +/- acres; 169 Snow Hill Rd; Jazmine Scott (Agent), Tweety Enterprise, LLC (Owner).

ZON-25-0027: Rezoning from A1 Ag. Dist. to R20 Res. Dist. or to a more restrictive zoning dist.; 5.11 +/- acres; 487 Palestine Rd; Ernest and Barbara Smith (Owners).

August 15, 22 2025
LWLM0341461

CUMBERLAND COUNTY
NORTH CAROLINA

PLANNING AND INSPECTIONS DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF AUGUST 25, 2025

TO: **BOARD OF COUNTY COMMISSIONERS**

FROM: **RAWLS HOWARD, DIRECTOR OF PLANNING AND INSPECTIONS**

DATE: **8/11/2025**

SUBJECT: CASE # ZON-25-0025

BACKGROUND

ZON-25-0025: Rezoning from R6A Residential District and RR Rural Residential District to R6A Residential District or to a more restrictive zoning district for a parcel comprising 2.74 +/- acres; located at 169 Snow Hill Rd; submitted by Jazmine Scott (Agent) on behalf of Tweety Enterprise, LLC (Owners).

RECOMMENDATION / PROPOSED ACTION

Planning Board Action: Recommended approval of the rezoning request from R6A Residential District and RR Rural Residential District to R6A Residential District at their July 15, 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-25-0025, Planning and Inspections staff recommends approval of the rezoning request from R6A Residential District and RR Rural Residential District to R6A Residential District. Staff finds that the request is consistent with the South-Central Land Use Plan which calls for "Medium Density Residential" at this location. Staff also finds that the request is reasonable and in the public interest as it is compatible to and in harmony with the surrounding land use activities and zoning.

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

MOTION:

In Case ZON-25-0025, I move to approve the rezoning request from R6A Residential District and RR Rural Residential District to R6A Residential District. The Board finds that the request is consistent with the South-Central Land Use Plan which calls for "Medium Density Residential" at this location. The Board also finds

that the request is reasonable and in the public interest as it is compatible to and in harmony with the surrounding land use activities and zoning.

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-25-0025, I move to deny the rezoning request from R6A Residential District and RR Rural Residential District to R6A Residential District and find that the request is not consistent with the South-Central Land Use Plan. The request is not reasonable or in the public interest because _____.

ATTACHMENTS:

Description	Type
CASE # ZON-25-0025	Backup Material

Rawls Howard
Director

David Moon
Deputy Director

CUMBERLAND COUNTY
NORTH CAROLINA

Cumberland County Joint Planning Board

August 25, 2025

MEMO TO: Cumberland County Board of Commissioners

FROM: Rawls Howard, Director of Planning & Inspections

SUBJECT: **ZON-25-0025:** Rezoning from R6A Residential District and RR Rural Residential District to R6A Residential District or to a more restrictive zoning district for a parcel comprising 2.74 +/- acres; located at 169 Snow Hill Rd; submitted by Jazmine Scott (Agent) on behalf of Tweety Enterprise, LLC (Owners).

ACTION: The Planning Board recommended approval of the rezoning request from R6A Residential District and RR Rural Residential District to R6A Residential District at their July 15, 2025, meeting for the reasons stated and as fully reflected in the minutes of the Planning Board meeting which are incorporated herein by reference.

MINUTES OF JULY 15, 2025

In Case ZON-25-0025, Planning and Inspections staff recommends approval of the rezoning request from R6A Residential District and RR Rural Residential District to R6A Residential District. Staff finds that the request is consistent with the South-Central Land Use Plan which calls for “Medium Density Residential” at this location. Staff also finds that the request is reasonable and in the public interest as it is compatible to and in harmony with the surrounding land use activities and zoning.

In Case ZON-25-0025, Ms. McLaughlin made a motion, seconded by Ms. Lynd to recommend approval of the rezoning request from R6A Residential District and RR Rural Residential District to R6A Residential District. The Board finds that the request is consistent with the South-Central Land Use Plan which calls for “Medium Density Residential” at this location. The Board also finds that the request is reasonable and in the public interest as it is compatible to and in harmony with the surrounding land use activities and zoning. Unanimous approval.

First Class and Record Owners’ Mailed Notice Certification

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

CUMBERLAND COUNTY
NORTH CAROLINA

PLANNING & INSPECTIONS

PLANNING STAFF REPORT
REZONING CASE # ZON-25-0025
Planning Board Meeting: July 15, 2025

Location: 169 Snow Hill Rd
Jurisdiction: County-Unincorporated

REQUEST	**Rezoning R6A and RR to R6A**

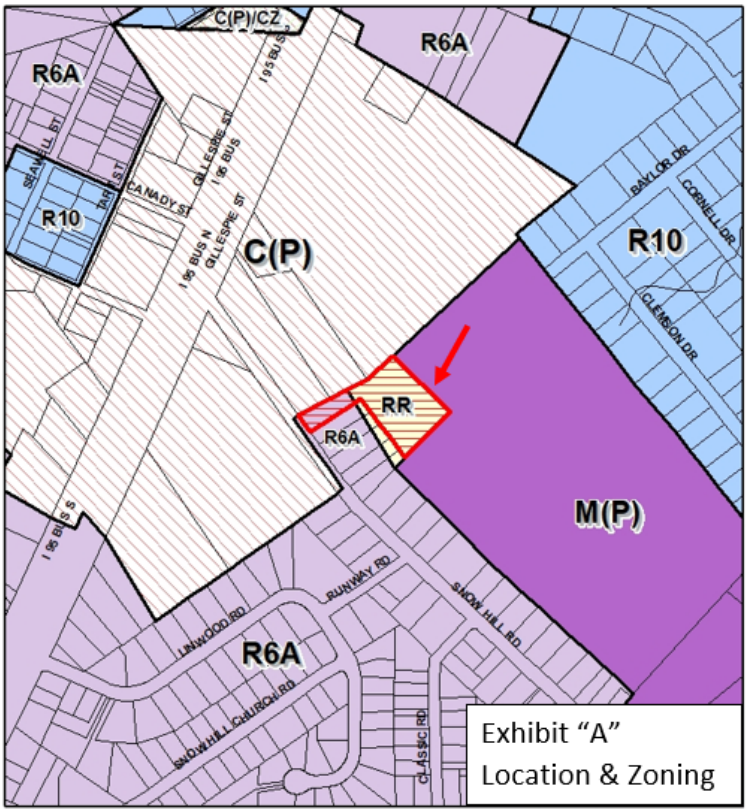
Applicant requests a rezoning from R6A Residential District and RR Rural Residential District to R6A Residential District for a parcel containing approximately 2.74 acres located at 169 Snow Hill Rd. as shown in Exhibit "A". The intent is to assign a single uniform zoning district to the property and to establish a manufactured home park, which is a permitted use in the R6A Residential District under the Use Matrix, Section 403, County Zoning Ordinance.

PROPERTY INFORMATION

OWNER/APPLICANT: Tweety Enterprise, LLC (Owner) / Jazmine Scott (Applicant).

ADDRESS/LOCATION: Located at 169 Snow Hill Rd. Refer to Exhibit "A", Location and Zoning Map. REID numbers: 0424877793000.

SIZE: The parcels contain approximately 2.74 acres. Road frontage along Snow Hill Rd is approximately 89 feet. The property is approximately 508 feet in length at its deepest point.



EXISTING ZONING: The subject property is currently zoned R6A Residential District and RR Rural Residential District. R6A Residential District is a district designed for a mix of single- and multi-family dwellings including the use of manufactured homes on individual lots and in manufactured home parks.
RR Rural Residential District is a district for traditional rural use with lots of 20,000 square feet or above. The principal use of the land is for suburban density residential, including manufactured housing units, and agricultural purposes. These districts are intended to ensure that residential development not having access to public water supplies and dependent upon septic tanks for sewage disposal will occur at a sufficiently low density to provide for a healthful environment.

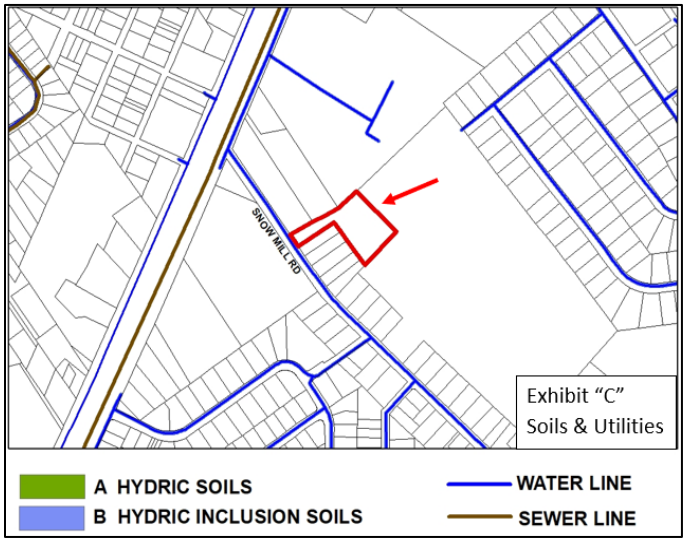
EXISTING LAND USE: The subject property is currently undeveloped wooded land.

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

- **North**: Rhino Linings of Fayetteville and undeveloped wooded lands.
- **East**: Undeveloped wooded lands.
- **West**: Undeveloped wooded lands and I-95 Business North
- **South**: Single-family homes.

- **OTHER SITE CHARACTERISTICS**: The site is not located in a Watershed Protection Area nor within a Flood Zone Hazard Area. The subject property, as delineated in Exhibit "C", illustrates that hydric and hydric inclusion soils are not located on the property.

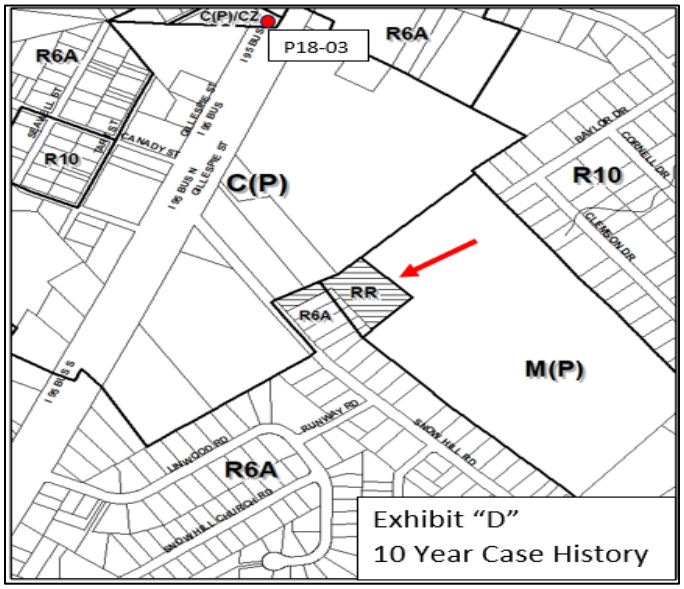




TEN YEAR ZONE CASE HISTORY:

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

- P18-03: R10 to C(P)/CZ; Approved



DEVELOPMENT REVIEW:
For a manufactured home park, a site plan review and approval, conforming to the County Zoning and Subdivision Ordinance, will be required via the Current Planning Division prior to commencement of any site construction activity. Any proposed subdivision will require preliminary plan review and approval by the Current Planning Division prior to any plat recordation, conforming to the County Zoning and Subdivision Ordinance.

DIMENSIONAL PROVISIONS FOR REQUESTED DISTRICT:

Minimum Standard	**RR (Existing)**	**R6A (Existing & Proposed)**
Front Yard Setback	30 feet	25 feet
Side Yard Setback	15 feet	10 feet
Rear Yard Setback	35 feet	15 feet
Lot Area	20,000 sq. ft.	6,000 sq. ft.
Lot Width	100 feet	60 feet

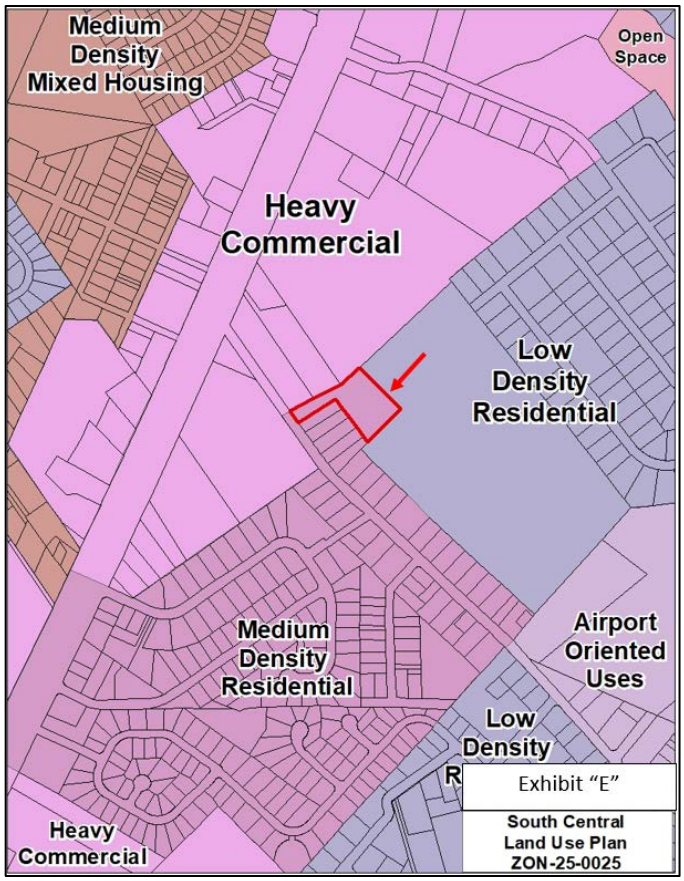
DEVELOPMENT POTENTIAL:

Existing Zoning (R6A)	**Existing Zoning (RR)**	**Proposed Zoning (R6A)**
4 dwelling units	5 dwelling units	29 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 South-Central Land Use Plan (2015). The future land use classification of the property is "Medium Density Residential". The associated zoning districts for Medium Density Residential are R5, R5A, R6, R6A, DD/CUD, and MXD/CUD.



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

Future Land Use Classification Development Goals, Notes, and Objectives:

- "Provide a complete range of residential housing types that accommodates the needs of all residents with adequate infrastructure while preserving the character of the area and protecting environmentally sensitive areas" (South Central Land Use 2015, p. 93).
- "Promote the building of quality housing" (South Central Land Use 2015, p. 93).
- "Locate residential areas with respect to natural and environmental sensitive areas" (South Central Land Use 2015, p. 93).
- "[Medium Density Residential] allows for all types of multi-family development including manufactured home on individual lots and manufactured home parks" (South Central Land Use 2015, p. 118).

IMPACTS ON LOCAL INFRASTRUCTURE AND/OR FACILITIES

UTILITIES: PWC water lines are available near the subject property along Snow Hill Rd. It is the applicant's responsibility to determine if this utility provider will serve their development. No sewer lines are located in front of the property but are located within 680 feet to the northwest along S.R. 301. Septic permits must be obtained from the Environmental Health office for any new development on the subject property if not connected to public sewer. The available utilities are shown on Exhibit "C".

TRANSPORTATION. Snow Hill Rd is classified as a Local Road per the NCDOT Road Classification. Driveway connection permits must be obtained from NCDOT to serve any new development.

SCHOOLS CAPACITY/ENROLLMENT:

School Name	Enrollment	Capacity
Alderman Road Elementary	610	707
South View Middle	611	847
South View High	1437	1871

ECONOMIC DEVELOPMENT: Fayetteville Cumberland County Economic Development Corporation has reviewed the request and has no objections 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: The property is located within the Fayetteville Regional Airport Overlay District. The Fayetteville Regional Airport did not have any comments for the proposed rezoning.

Special Districts			
Fayetteville Regional Airport Overlay:	**X**	Averasboro Battlefield Corridor:	n/a
Five Mile Distance of Fort Bragg:	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

STAFF RECOMMENDATION

In Case ZON-25-0025, Planning and Inspections staff **recommends approval** of the rezoning request from R6A Residential District and RR Rural Residential District to R6A Residential District. Staff finds that the request is consistent with the South-Central Land Use Plan which calls for "Medium Density Residential" at this location. Staff also finds that the request is reasonable and in the public interest as it is compatible to and in harmony with the surrounding land use activities and zoning.

Attachments:
Notification Mailing List
Application

ATTACHMENT: MAILING LIST

YOUNG, ISAAC C HEIRS
4439 CLAUDE LEE RD
FAYETTEVILLE, NC 28306

TWEETY ENTERPRISE LLC
115 PRETTY ACRES AVE
HAHNVILLE, LA 70056

MORAN, SHARON
310 SNOW HILL RD
FAYETTEVILLE, NC 28306

WEAVER, CLYDE R & HELEN, R TRUSTEES
104 OLD GATE RD
FAYETTEVILLE, NC 28314

MORRIS, VONDA H
PO BOX 41854
FAYETTEVILLE, NC 28309

GALLARDO, ARACELI LOYA
212 EISLER DR
LILLINGTON, NC 27546

WEAVER, CLYDE R TRUSTEE &
WEAVER, HELEN R TRUSTEE
104 OLD GATE RD
FAYETTEVILLE, NC 28314

BREWINGTON, WILLIE C &
BREWINGTON, RUTHALENE
246 SNOW HILL RD
FAYETTEVILLE, NC 28306

EVANS, EDWARD LOUIS
255 SNOW HILL RD
FAYETTEVILLE, NC 28306

AUTRY, GEORGE LIFE ESTATE
335 SNOW HILL ROAD
FAYETTEVILLE, NC 28306

ELLIOTT, WILLIAM PATRICK
10416 ROSEWOOD AVE
EVERETT, WA 98204

SWANSON, HARRY D
6408 EMU DR
HOPE MILLS, NC 28348

GAMBLE, ANTHONY &
GAMBLE, KATRINA ANN
204 RUNWAY RD
FAYETTEVILLE, NC 28306

SWANSON, DOUGLAS H
PO BOX 163
EDENTON, NC 27932

RETAIL LOCATIONS LLC
PO BOX 87428
FAYETTEVILLE, NC 28304

VANN, LINDA A
265 SNOW HILL RD
FAYETTEVILLE, NC 28306

SIMMONS, VIRGIE
256 SNOW HILL RD
FAYETTEVILLE, NC 28306

KIMBLE, LORETTA ANN
264 SNOWHILL RD
FAYETTEVILLE, NC 28306

MORAN, SHARON
310 SNOW HILL RD
FAYETTEVILLE, NC 28306

WEAVER, CLYDE R & HELEN, R TRUSTEES
104 OLD GATE RD
FAYETTEVILLE, NC 28314

WHITFIELD, VERNARD LEE JR
1905 GLENWICK DR
FAYETTEVILLE, NC 28304

TERRELL, GLORIA CARROLL
305 SNOW HILL RD
FAYETTEVILLE, NC 28306

RICHARDSON, DANIEL J
236 SNOWHILL RD
FAYETTEVILLE, NC 28306

ATTACHMENT: APPLICATION

CUMBERLAND COUNTY
NORTH CAROLINA
Planning & Inspections Department

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 $ 250. (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 R6A/RR to R6A
2. Address of Property to be Rezoned: 169 Snow Hill Rd, Fayetteville, NC, 28306
3. Location of Property, details: First lot on the left after turning in from Gillespie that extends to the rear as well
4. Parcel Identification Number (PIN #) of subject property: 0424-87-7793 (also known as Tax ID Number or Property Tax ID)
5. Acreage: 2.74 Frontage: 88.7 Feet Depth: 501.6 Feet
6. Water Provider: Well: _____ PWC: ✓ Other (name): _____
7. Septage Provider: Septic Tank ✓ PWC _____
8. Deed Book 12,043, Page(s) 0469, Cumberland County Registry. (Attach copy of deed of subject property as it appears in Registry).
9. Existing use of property: Nothing, wooded & vacant land
10. Proposed use(s) of the property: Have as many mobile homes placed on land to rent either lots or homes to tenants
11. Do you own any property adjacent to or across the street from this property?
    Yes ✓ No _____ If yes, where? 235, 229, 221, 213, 205 Snow Hill Rd Fayetteville, NC
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 mete 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.

Tweety Enterprise LLC / Jazmine Scott
NAME OF OWNER(S) (PRINT OR TYPE)

P.O. Box 75, Hahnville, LA, 70057
ADDRESS OF OWNER(S)

504-442-6752
HOME TELEPHONE #

n/A
WORK TELEPHONE #

n/A
NAME OF AGENT, ATTORNEY, APPLICANT (PRINT OR TYPE)

n/A
ADDRESS OF AGENT, ATTORNEY, APPLICANT

tweetyenterprisellc@gmail.com
E-MAIL

n/A
HOME TELEPHONE #

n/A
WORK TELEPHONE #

SIGNATURE OF OWNER(S)

n/A
SIGNATURE OF AGENT, ATTORNEY OR APPLICANT

n/A
SIGNATURE OF OWNER(S)

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

PUBLIC NOTICE

The Cumberland County Board of Commissioners will meet at 6:45 p.m. on August 25, 2025 in Room 118 of the County Courthouse at 117 Dick Street to hear the following:

ZON-25-0017: Text Amend. to transition Manufactured Home Park and Group Dev. standards from County Sub. Ord. to County Zon. Ord. and other minor amendments; Cumberland County Planning and Inspections (Applicant).

ZON-25-0018: Rezoning from A1 Ag. Dist. and R40 Res. Dist. to R40 Res. Dist. or to a more restrictive zoning dist.; 2.82 +/- acres; 3003 H. Clark Rd; Erin and Mark Rice (Owners).

ZON-25-0019: Rezoning from R10 Res. Dist. to RR Rural Res. Dist. or to a more restrictive zoning dist.; 16.84 +/- acres; 6766 Rockfish Rd and an adjoining parcel; Marion & Kimberly Starling (Owners).

ZON-25-0021: Rezoning from A1 Ag. Dist. to C2(P) Planned Service and Retail Dist. or to a more restrictive zoning dist.; 1.00 +/- acres; at northwest intersection of NC Hwy 87 S and Pummill Rd; Jeff Riddle (Agent), Chaudhuri Investments, LLC (Owner).

ZON-25-0024: Rezoning from A1 Ag. Dist. to R40A Res. Dist. or to a more restrictive zoning dist.; 2.85 +/- acres; 6512 Cedar Creek Rd; Juanita Philyaw (Agent), Beulah Mae Johnson Heirs (Owners).

ZON-25-0025: Rezoning from R6A Res. Dist. and RR Rural Res. Dist. to R6A Res. Dist. or to a more restrictive zoning dis.; 2.74 +/- acres; 169 Snow Hill Rd; Jazmine Scott (Agent), Tweety Enterprise, LLC (Owner).

ZON-25-0027: Rezoning from A1 Ag. Dist. to R20 Res. Dist. or to a more restrictive zoning dist.; 5.11 +/- acres; 487 Palestine Rd; Ernest and Barbara Smith (Owners).

August 15, 22 2025
LWLM0341461

CUMBERLAND COUNTY
NORTH CAROLINA

PLANNING AND INSPECTIONS DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF AUGUST 25, 2025

TO: **BOARD OF COUNTY COMMISSIONERS**

FROM: **RAWLS HOWARD, DIRECTOR OF PLANNING AND INSPECTIONS**

DATE: **8/11/2025**

SUBJECT: CASE # ZON-25-0027

BACKGROUND

ZON-25-0027: Rezoning from A1 Agricultural District to R20 Residential District or to a more restrictive zoning district for a parcel comprising 5.11 +/- acres; located at 487 Palestine Rd; submitted by Ernest and Barbara Smith (Owners).

RECOMMENDATION / PROPOSED ACTION

Planning Board Action: Recommended approval of the rezoning request from A1 Agricultural District to R20 Residential District at their July 15, 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-25-0027, Planning and Inspections staff recommends approval of the rezoning request from A1 Agricultural District to R20 Residential District. Staff finds that the request is consistent with the North Central Area Land Use Plan which calls for "Suburban Density Residential" at this location. Staff also finds that the request is reasonable and in the public interest as it is compatible to and in harmony with the surrounding land use activities and zoning.

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

MOTION:

In Case ZON-25-0027, I move to approve the rezoning request from A1 Agricultural District to R20 Residential District. The Board finds that the request is consistent with the North Central Area Land Use Plan which calls for "Suburban Density Residential" at this location. The Board also finds that the request is

reasonable and in the public interest as it is compatible to and in harmony with the surrounding land use activities and zoning.

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-25-0027, I move to deny the rezoning request from A1 Agricultural District to R20 Residential District and find that the request is not consistent with the North Central Area Land Use Plan. The request is not reasonable or in the public interest because _____.

ATTACHMENTS:

Description	Type
CASE # ZON-25-0027	Backup Material

Rawls Howard
Director

David Moon
Deputy Director

CUMBERLAND COUNTY
NORTH CAROLINA

Cumberland County Joint Planning Board

August 25, 2025

MEMO TO: Cumberland County Board of Commissioners

FROM: Rawls Howard, Director of Planning & Inspections

SUBJECT: **ZON-25-0027:** Rezoning from A1 Agricultural District to R20 Residential District or to a more restrictive zoning district for a parcel comprising 5.11 +/- acres; located at 487 Palestine Rd; submitted by Ernest and Barbara Smith (Owners).

ACTION: The Planning Board recommended approval of the rezoning request from A1 Agricultural District to R20 Residential District at their July 15, 2025, meeting for the reasons stated and as fully reflected in the minutes of the Planning Board meeting which are incorporated herein by reference.

MINUTES OF JULY 15, 2025

In Case ZON-25-0027, Planning and Inspections staff recommends approval of the rezoning request from A1 Agricultural District to R20 Residential District. Staff finds that the request is consistent with the North Central Area Land Use Plan which calls for "Suburban Density Residential" at this location. Staff also finds that the request is reasonable and in the public interest as it is compatible to and in harmony with the surrounding land use activities and zoning.

In Case ZON-25-0027, Ms. McLaughlin made a motion, seconded by Ms. Lynd to recommend approval of the rezoning request from A1 Agricultural District to R20 Residential District. The Board finds that the request is consistent with the North Central Area Land Use Plan which calls for "Suburban Density Residential" at this location. The Board also finds that the request is reasonable and in the public interest as it is compatible to and in harmony with the surrounding land use activities and zoning. Unanimous approval.

First Class and Record Owners' Mailed Notice Certification

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

CUMBERLAND COUNTY
NORTH CAROLINA
PLANNING & INSPECTIONS

PLANNING STAFF REPORT
REZONING CASE # ZON-25-0027
Planning Board Meeting: July 15, 2025

Location: 487 Palestine Rd.
Jurisdiction: County-Unincorporated

REQUEST	**Rezoning A1 to R20**

Applicant requests a rezoning from A1 Agricultural District to R20 Residential District for a parcel with approximately 5.11 acres located at 487 Palestine Rd. The parcel contains an existing residential dwelling unit. The intent of the property owners is to subdivide the parcel into five lots for residential use at a later date.

PROPERTY INFORMATION

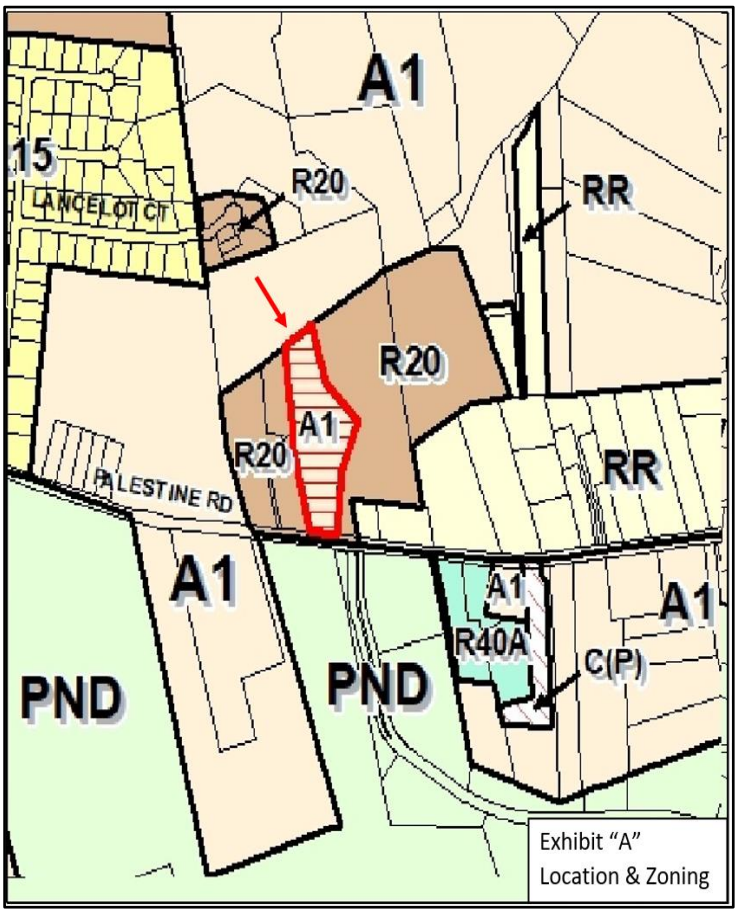
OWNER/APPLICANT: Ernest and Barbara Smith (Owners and Applicant)

ADDRESS/LOCATION: Located at 487 Palestine Rd. Refer to Exhibit "A", Location and Zoning Map. REID number: 0553021861000

SIZE: The parcel contains approximately 5.11 acres. Road frontage along Palestine Road is approximately 148 feet. The property is approximately 1286 feet in length at its deepest point.

EXISTING ZONING: The subject property is currently zoned A1 Agricultural District. The A1 Agricultural District is a district designed to promote and protect agricultural lands, including woodland, within the County. The general intent of the district is to permit all agricultural use 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.

EXISTING LAND USE: The subject parcel contains an existing single-family home and the northern portion of the parcel extends into a pond. Exhibit "B" shows the existing use of the subject property.

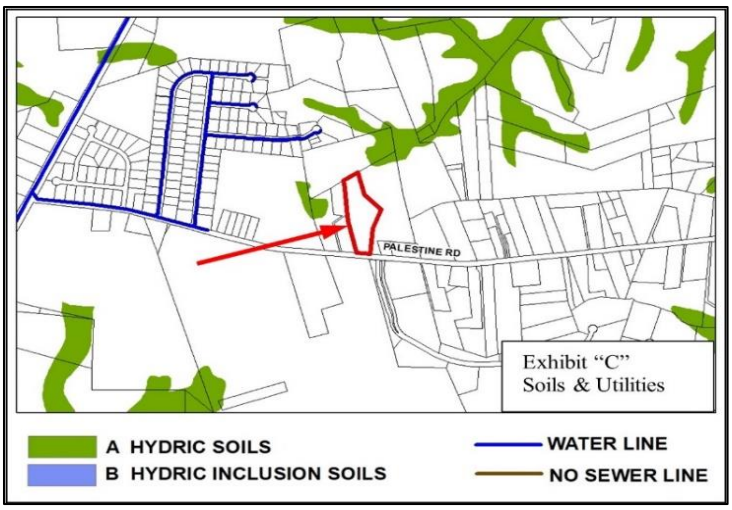


SURROUNDING LAND USE: Exhibit "B" illustrates the following:

- **North**: A lake, wooded lands, and a single-family residential dwelling.
- **East**: Wooded lands, single-family residential dwelling, and a portion of an existing pond.
- **West**: Single-family residential dwellings, wooded lands, and a portion of an existing pond.
- **South**: SR 1704 'Palestine Road', wooded lands, and single-family residential dwellings

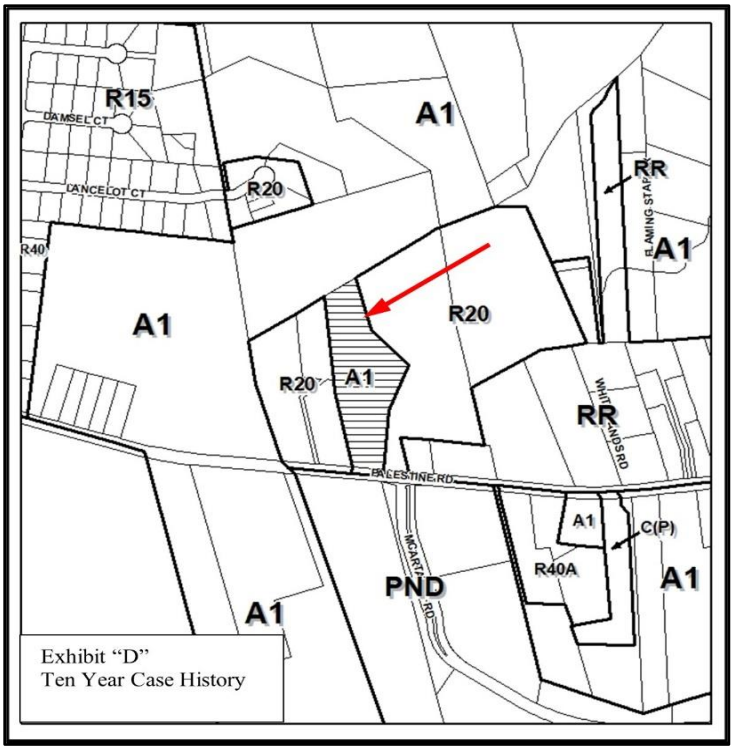
OTHER SITE CHARACTERISTICS: The site is not located in a Watershed Protection Area or within a Flood Zone Hazard Area. The subject property, as delineated in Exhibit "C", illustrates no presence of hydric or hydric inclusion soils on the property.





TEN YEAR ZONE CASE HISTORY:

Exhibit "D" denotes no zoning cases within the last ten years near the site.



DEVELOPMENT REVIEW: Should the rezoning request be approved by the Board of County Commissioners, a site plan or Preliminary Plan for any development will need to be submitted to the Current Planning Division for review and approval to ensure conformance with the County Subdivision and Zoning Ordinances.

DIMENSIONAL PROVISIONS FOR REQUESTED DISTRICT:

Minimum Standard	A1 (Existing Zoning)	R20 (Proposed)
Front Yard Setback	50 feet	30 feet
Side Yard Setback	20 feet	15 feet
Rear Yard Setback	50 feet	35 feet
Lot Area	2 acres	20,000 square feet
Lot Width	100 feet	100 feet

Development Potential:

Existing Zoning (A1)	Proposed Zoning (R20)
3 dwelling units	11 dwelling units

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

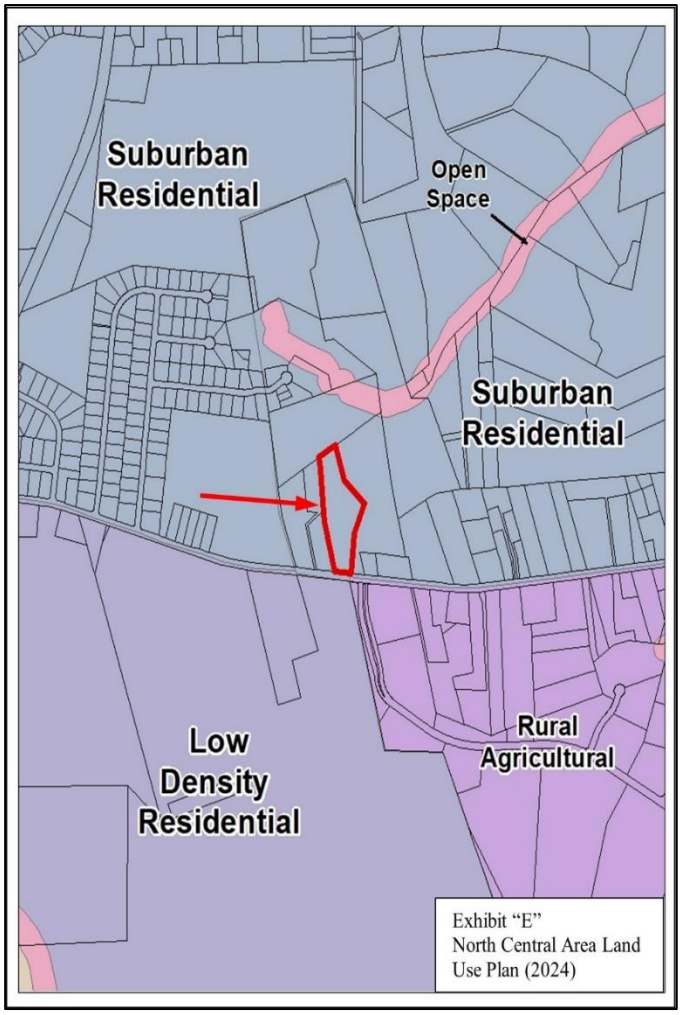
COMPREHENSIVE PLANS:

This property is located within the North Central Area Land Use Plan (2024), as shown in Exhibit "E". The future land use classification of the property is "Suburban Density Residential". Associated zoning districts for this classification are R30, R30A, RR, R20 and R20A.

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

Development Goals, Notes, and Objectives:

- The intent of Suburban Density Residential is to allow for denser residential neighborhoods with no more than on unit per 20,000 square feet in the county jurisdiction (North Central Area Land Use Plan, 2024, pg. 42.).
- 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, pg. 53.).
- Preserve the stability, character, and density of established neighborhoods (North Central Area Land Use Plan, 2024, pg. 53.).
- Promote the creation of diverse housing options encompassing various structures, types, and locations to meet the current and future needs, preferences, and capacities of a varied community (North Central Area Land Use Plan, 2024, pg. 53.).



IMPACTS ON LOCAL INFRASTRUCTURE AND/OR FACILITIES

UTILITIES: Sewer lines are not available near the subject property. A Town of Linden water line is within 1,650 ft. of the site. Utility lines 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 a septic system. Applicant must coordinate with the Town of Linden to serve their development with water service.

TRANSPORTATION: Palestine Rd. is classified as Local Road based on the NCDOT Functional Class Map. The subject property sits on Palestine Road and is identified as a local road in the Metropolitan Transportation Plan. There are no roadway construction improvement projects planned, and the subject property will have no significant impact on the Transportation Improvement Program. In addition, Palestine Road has a 2021 AADT of 800 and no road capacity data available. The proposed rezoning should not have significant impact on any NCDOT project. Driveway permits for any new development must be obtained by NCDOT.

SCHOOLS CAPACITY/ENROLLMENT:

School	Enrollment	Capacity
Raleigh Road Elementary	207	179
Long Hill Elementary	416	516
Pine Forest Middle	706	804
Raleigh Road Elementary	207	179

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

EMERGENCY SERVICES: Any future subdivision of this property may be required to meet all applicable fire department access requirements are met in accordance with Section 503 of the 2018 NC Fire Code & fire protection water supply requirements are met in accordance with Section 507 of the 2018 NC Fire Code.

SPECIAL DISTRICTS/ OVERLAY DISTRICTS: This site is not located within any special district or overlay district.

Special Districts			
Fayetteville Regional Airport Overlay:	N/A	Averasboro Battlefield Corridor:	N/A
Five Mile Distance of Fort Bragg:	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

CONDITIONS OF APPROVAL: This is a conventional rezoning. There are no conditions proposed at this time.

STAFF RECOMMENDATION

In Case ZON-25-0027, Planning and Inspections staff **recommends approval** of the rezoning request from A1 Agricultural District to R20 Residential District. Staff finds that the request is consistent with the North Central Area Land Use Plan which calls for "Suburban Density Residential" at this location. Staff also finds that the request is reasonable and in the public interest as it is compatible to and in harmony with the surrounding land use activities and zoning.

Attachments:
Notification Mailing List
Application

ATTACHMENT – MAILING LIST

MEADOW BRANCH OWNERS CLUB
7933 MCARTANS FORD
LINDEN, NC 28356

JOSEPH, HYACINTH J
320 LANCELOT CT
LINDEN, NC 28356

SMITH, ERNEST H &
SMITH, BARBARA B
477 PALESTINE ROAD
LINDEN, NC 28311

BOWDEN, TAMARA LYNN
586 PALESTINE ROAD
LINDEN, NC 28356

BROCK, RANDALL SCOTT
8043 FLAMING STAR DR
LINDEN, NC 28356

ABBEY, TODD & ABBEY,
TIFFANY
350 LANCELOT CT
LINDEN, NC 28356

BOWDEN, HAROLD WAYNE LIFE
ESTATE
519 PALESTINE RD
LINDEN, NC 28356

GILLESPIE, BRIAN THOMAS
324 LANCELOT CT
LINDEN, NC 28356

BOWDEN, JAMIE ALAN
595 PALESTINE RD
LINDEN, NC 28356

RICHARDSON, LEE ADDISON &
RICHARDSON, JOHANNA LOUISE
410 PALESTINE RD
LINDEN, NC 28356

MCKETHAN, DOROTHY L
359 PALESTINE RD
LINDEN, NC 28356

RYAN, ROBERT
8024 WHITE SANDS RD
LINDEN, NC 28356

ORTENSIE, MATTHEW WILLIAM
3314 MEMORIAL DR
FAYETTEVILLE, NC 28311

ROGERS, ROY K JR &
ROGERS, DAN ZHAO
335 LANCELOT CT
LINDEN, NC 28356

BOWDEN, JAMIE ALAN
& BOWDEN, HEATHER
596 PALESTINE RD
LINDEN, NC 28356

SMITH, ERNEST & SMITH, BARBARA
PO BOX 9534
FAYETTEVILLE, NC 28311

KINLAW, PAUL JR &
KINLAW, LORINDA KAY
327 LANCELOT CT
LINDEN, NC 28356

HORTON, GERALD
8097 WHITE SANDS RD
LINDEN, NC 28356

METTS, MEGAN
5935 BURNSIDE LANDING DR
BURKE, VA 22015

BOWDEN, JAMIE & BOWDEN,
HEATHER
595 PALESTINE RD
LINDEN, NC 28395

MEADOW BRANCH
OWNERS CLUB
7933 MCARTANS FORD
LINDEN, NC 28356

BAKER, PEGGY
8099 FLAMING STAR DR
LINDEN, NC 28356

FLOWERS, TERESA HORTON
3053 S OLD STAGE RD
ERWIN, NC 28339

BAUTISTA, KRISTIN &
LIMA, EDGAR RONALDO
BAUTISTA
331 LANCELOT COURT
LINDEN, NC 28356

FAYKUS, MAX H JR &
FAYKUS, SUZANNE P
8707 STEEPLECHASE DR
LINDEN, NC 28356

HAMILTON, IRA L &
HAMILTON, JENNIFER
356 LANCELOT CT
LINDEN, NC 28356

BOWDEN, BRENDA W
576 PALESTINE RD
LINDEN, NC 28356

CULBRETH LAND & TIMBER CO LLC
351 LANCELOT CT
LINDEN, NC 28356

FIALA, MICHAEL ANTHONY &
FIALA, SAMANTHA OLDHAM
316 LANCELOT COURT
LINDEN, NC 28356

ABJ INVESTMENTS LLC
2031 MIDDLE RD
EASTOVER, NC 28312

SWEBERG, MARK H &
SWEBERG, NANCY R
365 LANCELOT CT
LINDEN, NC 28356

BEARD, RANDY D & BEARD,
YVETTE M
321 LANCELOT CT
LINDEN, NC 28356

BOWDEN, KEITH EDWARD
564 PALESTINE ROAD
LINDEN, NC 28356

DAIL, SCOTT ALAN
367 PALESTINE ROAD
LINDEN, NC 28356

GODFREY, EUGENE L &
GODFREY, MYRTLE E
336 LANCELOT CT
LINDEN, NC 28356

MEADOW BRANCH OWNERS
CLUB
7933 MCARTANS FORD
LINDEN, NC 28356

ISHMAEL, SYLVESTER D &
ISHMAEL, DEBRA A
317 LANCELOT CT
LINDEN, NC 28356

ROGERS, ROY K & ROGERS, DAN
ZHAO
335 LANCELOT CT
LINDEN, NC 28356

RAY, LLOYD E & RAY, PATSY P
509 PALESTINE RD
LINDEN, NC 28356

HORTON, GERALD & HORTON,
CONNIE
8097 WHITE SANDS RD
LINDEN, NC 28356

SHULL, LAWRENCE & SHULL,
RHONDA
345 LANCELOT CT
LINDEN, NC 28356

FAYKUS, MAX H JR &
FAYKUS, SUZANNE P
8707 STEEPLECHASE DR
LINDEN, NC 28356

GALE, JOSHUA
7005 LAMURE DR
FAYETTEVILLE, NC 28311

MEUSER, ADAM & MEUSER, SARAH
318 DAMSEL COURT
LINDEN, NC 28356

WEEKLY, KENNETH
7979 MCARTANS FRD
LINDEN, NC 28356

WASHBURN, DANNY
GREGORY & WASHBURN,
JENNETH MAGTUBA
351 PALESTINE RD
LINDEN, NC 28356

THOMPSON, DOUGLAS &
THOMPSON, SABRINA L
332 LANCELOT COURT
LINDEN, NC 28356

HORTON, WILBER CLEO &
HORTON, MARY FRANCES D
8040 WHITE SANDS RD
LINDEN, NC 28356

MURRELL, DANAY R &
MURRELL, NAKEYA S
322 DAMSEL CT
LINDEN, NC 28356

HORTON, GERALD R &
HORTON, CONNIE
8097 WHITE SANDS RD
LINDEN, NC 28356

JOHNSON, STACY E
3002 TUGALO ST
JOHNS ISLAND, SC 29455

STREIT, PHYLLIS PAULIN
497 PALESTINE RD
LINDEN, NC 28356

BOWDEN, JAMIE A
595 PALESTINE RD
LINDEN, NC 28356

FAYKUS, MAX H JR &
FAYKIS, SUZANNE P
8707 STEEPLECHASE DR
LINDEN, NC 28356

GILLESPIE FARM & TIMBER
COMPANY LLC
324 LANCELOT CT
LINDEN, NC 28356

BOWDEN, JAMIE ALAN &
BOWDEN, HEATHER RENEA
595 PALESTINE ROAD
LINDEN, NC 28356

ABJ INVESTMENTS LLC
2031 MIDDLE RD
EASTOVER, NC 28312

HORTON, GERALD & HORTON,
CONNIE
8097 WHITE SANDS RD
LINDEN, NC 28356

SMITH, ERNEST & SMITH,
BARBARA
PO BOX 9534
FAYETTEVILLE, NC 28311

NGUYEN, THUY A & THUA, VAN
TRAN
328 LANCELOT CT
LINDEN, NC 28356

GLINDEMAN, LAWRENCE SHANE
5819 STONERIDGE RD
FAYETTEVILLE, NC 28311

ATTACHMENT: APPLICATION

CUMBERLAND COUNTY
NORTH CAROLINA
Planning & Inspections Department

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 R20
2. Address of Property to be Rezoned: 487 Palestine Road, Linden, NC
3. Location of Property, details: 487 Palestine Road, Linden, NC Lot 2
4. Parcel Identification Number (PIN #) of subject property: 0553 02 1861 (also known as Tax ID Number or Property Tax ID)
5. Acreage: 5.11 Frontage: 148 FT Depth: 1286 FT
6. Water Provider: Well: _____ PWC: _____ Other (name): Harnett
7. Septage Provider: Septic Tank ✓ PWC _____
8. Deed Book 107, Page(s) 8, 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 Subdivide into 5 parcels
11. Do you own any property adjacent to or across the street from this property? Yes ✓ No _____ If yes, where? beside
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 mete 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.

Ernest H. Smith and Barbara B. Smith
NAME OF OWNER(S) (PRINT OR TYPE)

477 Palestine Rd, Linden NC 28356
ADDRESS OF OWNER(S)

910-822-3533
HOME TELEPHONE #

910-818-1276
WORK TELEPHONE #

Ernest H. Smith
NAME OF AGENT, ATTORNEY, APPLICANT (PRINT OR TYPE)

477 Palestine Rd, Linden NC 28356
ADDRESS OF AGENT, ATTORNEY, APPLICANT

ebsmith1@embarqmail.com
E-MAIL

910-822-3533
HOME TELEPHONE #

910-818-1276
WORK TELEPHONE #

Ernest H. Smith
SIGNATURE OF OWNER(S)

Ernest H. Smith
SIGNATURE OF AGENT, ATTORNEY OR APPLICANT

Barbara B. Smith
SIGNATURE OF OWNER(S)

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

BK 12037 PG 0053

FILED ELECTRONICALLY
CUMBERLAND COUNTY NC
J. LEE WARREN, JR.

FILED	Aug 12, 2024
AT	03:22:09 PM
BOOK	12037
START PAGE	0053
END PAGE	0055
INSTRUMENT #	24028
RECORDING	$26.00
EXCISE TAX	$514.00

NORTH CAROLINA GENERAL WARRANTY DEED

DELINQUENT TAXES, IF ANY, TO BE PAID BY THE CLOSING ATTORNEY TO THE COUNTY TAX COLLECTOR UPON DISBURSEMENT OF CLOSING PROCEEDS

File No.: JJ-55413-24-Y

Excise Tax: $514.00

Parcel Identifier No. 0553-02-1861 Verified by _____ County on the ____ day of _____, 20___

By: _____

Mail/Box to: Single Source Real Estate Services, Inc., 2919 Breezewood Ave., Suite 300, Fayetteville, NC 28303

This instrument was prepared by: The Real Estate Law Firm, 2919 Breezewood Avenue, Suite 300, Fayetteville, NC 28303

Brief description for the Index: Lot 2 (5.11 AC), Property of H. Willy Chu

THIS DEED made this 23rd of July, 2024, by and between

GRANTOR	GRANTEE
William N Bell, unmarried and Michele R.P. Bell AKA Michele R. Bell, unmarried 3306 Stedman Cedar Creek Road Fayetteville, NC 28312	Ernest H Smith and Barbara B Smith, husband and wife 477 Palestine Road Linden, NC 28311

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 Linden, Carvers Creek Township, Cumberland County, North Carolina and more particularly described as follows:

BEING all of Lot 2 (5.11 AC), in a subdivision known as Property of H. Willy Chu, and the same being duly recorded in Plat Book 107, Page 8, Cumberland County Registry, North Carolina.

Parcel ID: 0553-02-1861
Property Address: 487 Palestine Road, Linden, NC 28356

NC Bar Ass Printed by A Submitted electronically by "Single Source Real Estate Services"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Cumberland County Register of Deeds.

The property hereinabove described was acquired by Grantor by instrument recorded in Deed Book 6158, Page 160; Re-Rec Deed Book 6183, Page 518; Re-Rec Deed Book 6211, Page 620

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 107 page 8.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever, other than the following exceptions:

Subject to restrictive covenants, easements and rights-of-way as they may appear of public record.
Subject to ad valorem taxes whcih are a lien but not yet due and payable.

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

_____ (SEAL)
Print/Type Name: William N Bell

State of North Carolina – County of Cumberland

I, the undersigned Notary Public of the County and State aforesaid, certify that William N Bell personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this 27th of July, 2024.

My Commission Expires: March 5, 2026

_____
Joel S Jenkins, Jr., Notary Public

JOEL S JENKINS JR NOTARY PUBLIC CUMBERLAND COUNTY, N.C.

The foregoing Certificate(s) of _____
is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

_____ Register of Deeds for _____ County
By: _____ Deputy/Assistant –Register of Deeds

NC Bar Association Form No. 3 © 1976, Revised © 1/1/2010, 2013
Printed by Agreement with the NC Bar Association

This standard form has been approved by:
North Carolina Bar Association - NC Bar Form No. 3

The property hereinabove described was acquired by Grantor by instrument recorded in Deed Book 6158, Page 160; Re-Rec Deed Book 6183, Page 518; Re-Rec Deed Book 6211, Page 620

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 107 page 8.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever, other than the following exceptions:

Subject to restrictive covenants, easements and rights-of-way as they may appear of public record.
Subject to ad valorem taxes which are a lien but not yet due and payable.

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

Michele R. Bell (SEAL)
Print/Type Name: Michele R. Bell

State of North Carolina – County of Cumberland

I, the undersigned Notary Public of the County and State aforesaid, certify that Michele R. Bell personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this 24th of July, 2024.

My Commission Expires: March 5, 2026

Joel S Jenkins, Jr., Notary Public

JOEL S JENKINS JR NOTARY PUBLIC CUMBERLAND COUNTY, N.C.

The foregoing Certificate(s) of _____
is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

_____ Register of Deeds for _____ County
By: _____ Deputy/Assistant –Register of Deeds

NC Bar Association Form No. 3 © 1976, Revised © 1/1/2010, 2013
Printed by Agreement with the NC Bar Association

This standard form has been approved by:
North Carolina Bar Association - NC Bar Form No. 3

PUBLIC NOTICE

The Cumberland County Board of Commissioners will meet at 6:45 p.m. on August 25, 2025 in Room 118 of the County Courthouse at 117 Dick Street to hear the following:

ZON-25-0017: Text Amend. to transition Manufactured Home Park and Group Dev. standards from County Sub. Ord. to County Zon. Ord. and other minor amendments; Cumberland County Planning and Inspections (Applicant).

ZON-25-0018: Rezoning from A1 Ag. Dist. and R40 Res. Dist. to R40 Res. Dist. or to a more restrictive zoning dist.; 2.82 +/- acres; 3003 H. Clark Rd; Erin and Mark Rice (Owners).

ZON-25-0019: Rezoning from R10 Res. Dist. to RR Rural Res. Dist. or to a more restrictive zoning dist.; 16.84 +/- acres; 6766 Rockfish Rd and an adjoining parcel; Marion & Kimberly Starling (Owners).

ZON-25-0021: Rezoning from A1 Ag. Dist. to C2(P) Planned Service and Retail Dist. or to a more restrictive zoning dist.; 1.00 +/- acres; at northwest intersection of NC Hwy 87 S and Pummill Rd; Jeff Riddle (Agent), Chaudhuri Investments, LLC (Owner).

ZON-25-0024: Rezoning from A1 Ag. Dist. to R40A Res. Dist. or to a more restrictive zoning dist.; 2.85 +/- acres; 6512 Cedar Creek Rd; Juanita Philyaw (Agent), Beulah Mae Johnson Heirs (Owners).

ZON-25-0025: Rezoning from R6A Res. Dist. and RR Rural Res. Dist. to R6A Res. Dist. or to a more restrictive zoning dis.; 2.74 +/- acres; 169 Snow Hill Rd; Jazmine Scott (Agent), Tweety Enterprise, LLC (Owner).

ZON-25-0027: Rezoning from A1 Ag. Dist. to R20 Res. Dist. or to a more restrictive zoning dist.; 5.11 +/- acres; 487 Palestine Rd; Ernest and Barbara Smith (Owners).

August 15, 22 2025
LWLM0341461

CUMBERLAND COUNTY
NORTH CAROLINA

EMERGENCY SERVICES DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF AUGUST 25, 2025

TO: **BOARD OF COUNTY COMMISSIONERS**

FROM: **GARRY CRUMPLER, INTERIM EMERGENCY SERVICES DIRECTOR**

DATE: **8/14/2025**

SUBJECT: APPROVAL OF A PROCLAMATION RECOGNIZING CALVIN BISHOP

BACKGROUND

Calvin Earl Bishop was a dedicated public servant whose commitment to emergency response and community safety spanned more than four decades. He served as an active member of the Cumberland County Local Emergency Planning Committee (LEPC) from July 2013 to November 2022, where he played a critical role in the development and maintenance of hazardous materials response plans. His leadership and expertise helped strengthen coordination among public safety partners and improve preparedness countywide.

Mr. Bishop's contributions to Cumberland County extended far beyond his LEPC service. A Fayetteville native, he began his career in public safety as a volunteer with the Cumberland County Rescue Squad in 1979 and later joined the Fayetteville Fire Department, ultimately retiring as a Battalion Chief in 2016. He was a pioneer in technical rescue instruction, a founding force behind Fayetteville's Heavy Rescue Company, and an original member of North Carolina Task Force 9. Even after his retirement, Calvin continued serving the state through work with North Carolina Emergency Management and, most recently, as Fire Training Coordinator for Fayetteville Technical Community College.

Calvin's enduring legacy lives on in the lives of those he taught, mentored, and served beside.

RECOMMENDATION / PROPOSED ACTION

Recognize Calvin Bishop's dedication and service to Cumberland County by presenting a proclamation of appreciation to his family.

CUMBERLAND COUNTY
NORTH CAROLINA

CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF AUGUST 25, 2025

TO: **BOARD OF COUNTY COMMISSIONERS**

FROM: **ANDREA TEBBE, CLERK TO THE BOARD**

DATE: **8/19/2025**

SUBJECT: **APPROVAL OF A PROCLAMATION RECOGNIZING FIRE CHIEF OWEN HARRIS**

BACKGROUND

Chief Harris was a dedicated public servant for nearly 70 years. He was the longest standing Fire Chief for Cumberland County with 42 years services as Chief of the Cotton Fire Department.

RECOMMENDATION / PROPOSED ACTION

Recognize Chief Harris' services and dedication to Cumberland County by presenting a proclamation to his family

COMMUNITY DEVELOPMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF AUGUST 25, 2025

TO: **BOARD OF COUNTY COMMISSIONERS**

FROM: **TYE VAUGHT, CHIEF OF STAFF & INTERIM COMMUNITY DEVELOPMENT DIRECTOR**

DATE: **8/14/2025**

SUBJECT: **CONSIDERATION OF HOMELESS PREVENTION AND STABILIZATION VOUCHER PROGRAM AND ASSOCIATED BUDGET ORDINANCE AMENDMENT #B260456**

BACKGROUND

Staff is seeking the Board's consideration to implement a pilot Voucher Program aimed at providing short-term, flexible assistance to individuals and families experiencing homelessness or at imminent risk of homelessness in Cumberland County. This program will prioritize those recently displaced and/or in emergency situations.

The proposed Voucher Program would:

- Provide time-limited rental assistance (up to three months),
- Offer one-time support for utilities,
- Cover limited transportation costs, and
- Serve as a gap-filling tool to stabilize households when other funding sources are unavailable or delayed.

The program will be administered directly by Cumberland County's Community Development Department in coordination with the Coordinated Entry process to ensure that referrals are prioritized and documented appropriately. Payments will be made directly to landlords, utility providers, or transportation vendors to mitigate the risk of misuse. Priority will be given to families with children, though all eligible low-to-moderate income (LMI) individuals experiencing or at risk of homelessness will be served as funds allow.

The pilot program is proposed to be funded with $250,000 drawn from dollars previously approved for supportive housing initiatives within the ARP Freed-Up General Fund capacity. No additional appropriation is requested at this time.

- The pilot will operate until funds are expended or for a period of six months, whichever occurs first.
- Outcomes will be tracked, including the number of households assisted, cost per household, and housing stability rates following assistance.
- A final report and recommendation will be provided to the Board at the end of the pilot period to determine whether to continue, expand, or modify the program.

This program can fill a critical gap in our homelessness response system by allowing for rapid, flexible intervention to prevent further displacement and support pathways to stable housing. The Board of Commissioners voted unanimously to move this item to the August 25, 2025 Board meeting as as an Item of Business.

RECOMMENDATION / PROPOSED ACTION

Approval of the implementation of the Homelessness Prevention and Stabilization Voucher Program Pilot utilizing $250,000 of previously approved ARP Freed-Up General Fund capacity and the Associated Budget Ordinance Amendment B260456.

ATTACHMENTS:

Description	Type
Homeless Prevention and Stabilization Voucher Program Guideline	Backup Material

Cumberland County Community Development

Homeless Prevention and Stabilization Voucher Program

Program Guideline – Draft for Pilot Phase

1.0 PURPOSE

The Cumberland County Voucher Program provides direct, short-term financial assistance to individuals and families experiencing or at risk of homelessness, with a focus on those recently displaced from permanent, semi-permanent, or short-term shelters. The program supports housing stability and safe relocation through flexible, needs-based vouchers.

2.0 SCOPE

This program is authorized under:

- NCGS § 153A-255 – permitting counties to appropriate funds for the relief of the poor and other public purposes.
- NCGS § 160D-1311 – supporting housing assistance for low- and moderate-income persons.

3.0 ADMINISTRATION

- The program will be administered directly by Cumberland County's Community Development Department.
- Referrals will be accepted only through the Coordinated Entry system.
- Payments will be issued directly to third-party vendors (e.g., landlords, utility companies, transportation providers) to reduce fraud, waste, and misuse.
- The County may issue a written voucher guarantee or approval letter to vendors prior to payment to confirm eligibility and reserve funding for approved services.

4.0 ELIGIBLE USES

1. Temporary Rent Assistance (up to 3 months based on household size and Fair Market Rent)
2. Utility Assistance (one-time, for electric, water, or gas)
3. Security Deposits (if needed to access stable housing)
4. Transportation Assistance (vendor-issued only)
    - In-county travel for employment, medical care, schools, or community resources
    - Out-of-county relocation for family reunification or permanent housing access
5. Emergency Motel Nights (short-term, in situations where no shelter or housing placement is available)

Note: Assistance cannot be used for general personal expenses, vehicle repair, or ongoing monthly obligations beyond the eligibility period.

5.0. ELIGIBILITY CRITERIA

Applicants must:

- Be referred by Coordinated Entry;
- Be a resident of Cumberland County (or displaced within Cumberland County);
- Meet HUD's definition of homeless or at risk of homelessness;
- Meet Low-to-Moderate Income (LMI) thresholds (≤80% AMI);
- Demonstrate a plan toward housing stability (e.g., case management, pending housing placement, relocation support).

Priority Populations:

- Families with children (including single parents)
- Pregnant women
- Individuals with disabilities
- Recently displaced shelter/motel residents

6.0 BENEFIT LIMITS

Category	Limit/Duration	Notes
Rent Assistance	Up to 3 months	Based on household size and current HUD Fair Market Rent
Utilities	One-time (max $500)	Includes electricity, gas, water
Transportation	One-time	Vendor payment only (e.g., transit provider, or taxi/rideshare company); must support access to employment, medical care, community resources, or permanent housing reunification
Motel Stays (if used)	Max 7 nights	Only when no shelter or housing is available
Security Deposit	1 month's rent equivalent	Must accompany a signed lease

Case-by-case exceptions may be reviewed by the County Community Development Director or designee.

7.0 APPLICATION & DOCUMENTATION

- A voucher request form must be submitted by the Coordinated Entry partner.
- The following documentation is required:
    - Verification of homelessness or risk status
    - Income verification or self-certification form
    - Vendor W-9 and invoice (if payment will be made)
    - Lease or utility bill (for rent/utilities)
    - Travel itinerary/estimate (for relocation)

8.0 MONITORING, REPORTING, & EVALUATION

- County staff will track outcomes such as:
    - Number of households served
    - Average cost per household
    - Housing placement or stabilization success rates
    - Recidivism (repeat assistance requests)
- A pilot evaluation report will be submitted to the Board of Commissioners at the end of the pilot phase with recommendations for continuation, expansion, or modification.

9.0 PILOT PROGRAM FUNDING & DURATION

- Initial Funding Allocation: $250,000 (ARP Freed-Up Capacity – Supportive Housing)
- Pilot Duration: Until funds are expended or 6 months (whichever comes first)
- The County reserves the right to suspend or revise the program based on demand, funding availability, or changes in policy.

CUMBERLAND COUNTY
NORTH CAROLINA

ASSISTANT COUNTY MANAGER COMMUNITY SUPPORT SERVICES

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF AUGUST 25, 2025

TO: **BOARD OF COUNTY COMMISSIONERS**

FROM: **HEATHER SKEENS, ASSISTANT COUNTY MANAGER**

DATE: **8/25/2025**

SUBJECT: **GRANT OF A FRANCHISE AGREEMENT FOR A DELI AT THE COURTHOUSE AND DSS - SECOND READING**

BACKGROUND

At its Agenda Session meeting held June 12, 2025, the Board of Commissioners approved an extension of the franchise to the Yi's d/b/a Go 'N Joy Restaurant for a term of three years. Board of Commissioners' meeting for the grant of a franchise requires two readings. Shana R. Yi and Jae Young Yi have been operating the deli/snack bar in the Courthouse since 2003 and at DSS since 2008 under a franchise granted by the Board of Commissioners. The franchise expires on December 31, 2025. The Board of Commissioners held the first reading on August 11, 2025.

Attached is a copy of the proposed franchise agreement.

RECOMMENDATION / PROPOSED ACTION

This is the second of two required readings approving grant of a franchise to the Yi's (Lee) d/b/a Go 'N Joy Restaurant for a term of three years.

ATTACHMENTS:

Description	Type
Franchise Agreement	Backup Material

NORTH CAROLINA

COUNTY OF CUMBERLAND SNACK BAR FRANCHISE AGREEEMENT

First Reading August 11, 2025
Second Reading August 25, 2025

THIS AGREEMENT made and entered into August _____, 2025, by and between Shana K. Yi and Jae Young Yi (Lee), located at 304 Wagoner Drive, Fayetteville, North Carolina, 28303, hereinafter referred to as “FRANCHISEE”, and the COUNTY OF CUMBERLAND, a body politic and corporate of North Carolina, hereinafter referred to as “COUNTY”.

WITNESSETH:

WHEREAS, the COUNTY is desirous of continuing the grant of a franchise to a food services vendor for the purpose of operating a Snack Bar to provide food services to the visitors and staff of the Cumberland County Courthouse located at 117 Dick Street, Fayetteville, North Carolina 28301 (Courthouse Snack Bar) and the Cumberland County Department of Social Services (DSS) located at 1225 Ramsey Street, Fayetteville, North Carolina 28301 (DSS Snack Bar): and

WHEREAS, the County, through its Board of Commissioners, approved the grant of a franchise for the operation of these two snack bars to the FRANCHISEE, upon a second reading at the regular meeting of the Board of Commissioners held August _____, 2025.

WHEREAS, FRANCHISEE is a food services vendor and has operated the DSS Snack Bar as a franchisee of the County under a franchise agreement dated September 23, 2008, and the Courthouse Snack Bar as a franchisee of the County under a franchise agreement dated September 29, 2003; and

WHEREAS, FRANCHISEE desires to renew the franchises on the same terms in order to continue to provide the food services at the DSS Snack Bar and the Courthouse Snack Bar; and

WHEREAS, the Board of Commissioners of Cumberland County, North Carolina, finds that FRANCHISEE has fully performed all its obligations under the franchise agreements and each renewal thereof; and

WHEREAS, the Board of Commissioners desires to renew the described franchises on the same terms and to fully re-state those terms in this franchise agreement.

NOW, THEREFORE, for and in consideration of the promises and agreements hereafter set forth and the mutual benefits to be derived by the parties, the FRANCHISEE and the COUNTY promise and agree as follows:

1. **TERM**: the FRANCHISEE shall utilize the spaces occupied by the Courthouse Snack Bar and the DSS Snack Bar for the continued operation of those Snack Bars from January 1, 2026, through December 31, 2028,
2. **AGENCY AND AUTHORITY**: The COUNTY hereby designates the County Manager as its agent with respect to this Agreement. The County Manager is authorized, on behalf of the COUNTY, to negotiate directly with the FRANCHISEE on all matters pertaining to this Agreement. The FRANCHISEE agrees that all of its dealings with the COUNTY in respect to the terms and conditions of this Agreement shall be with the County Manager. Further, the FRANCHISEE specifically agrees that it shall not implement any requested modifications in the specifications of any of the services subject to this Agreement except in the manner described in the paragraph entitled MODIFICATION.
3. **SERVICES**:
    a. During the term of this Agreement, COUNTY, agrees that the FRANCHISEE shall be authorized to operate a Snack Bar for the purpose of providing food services at the Cumberland County Courthouse, 117 Dick Street, Fayetteville, North Carolina, 28301 and at the DSS Building, 1225 Ramsey Street, Fayetteville, North Carolina, 28301 (the Snack Bars). The FRANCHISEE has provided, at FRANCHISEE'S own expense, all the construction and equipment necessary to operate these snack bars and FRANCHISEE'S construction and equipment have been approved by the COUNTY. No external signage shall be allowed.
    b. Food and drink items which are sold at the Snack Bars shall be palatable and of high quality. Prices charged for food and drink shall be no higher than that charged for similar merchandise in other similarly situated local places of business. Said prices are subject to reasonable, periodic adjustments by the FRANCHISEE in order to maintain reasonable profit margins in the operation of the Snack Bars.
    c. The hours of operation for the FRANCHISEE to provide food services at the Snack Bars shall be weekdays from 7:30 a.m. until 3:00 p.m., closed Saturdays and Sundays, and COUNTY recognized holidays.

d. The FRANCHISEE shall employ adequate personnel to provide the needed food services and render prompt, courteous service. The FRANCHISEE will keep the kitchen facilities and equipment clean and orderly.
e. Trash disposal services, convenient to the Snack Bars, shall be provided by the COUNTY.
f. The FRANCHISEE shall operate the Snack Bars as an independent business enterprise and shall hire and pay the wages and compensation of all its employees and agents. The FRANCHISEE shall be responsible for the conduct of its employees and agents.
g. The FRANCHISEE shall not use or occupy, nor permit the Snack Bars or any part thereof, to be used or occupied for any unlawful business use or purposed deemed disreputable or extra hazardous or which will constitute a public or private nuisance, or which is in any way detrimental, harmful, or prejudicial to the COUNTY, or is in violation of any laws, regulations, ordinances or codes, present or future.
h. If the COUNTY deems the performance of the FRANCHISEE and the operation of the Snack Bars as unsatisfactory for any reason, COUNTY will notify the FRANCHISEE in writing, providing details of said unsatisfactory performance. FRANCHISEE shall have thirty (30) days to eliminate any deficiencies, Failure to eliminate the deficiencies shall result in termination pursuant to paragraph 12.
i. In its operation of the Snack Bars, FRANCHISEE shall maintain a Grade "A" Health Inspection Rating issued by the North Carolina Department of Health and Human Resources, Division of Environmental Health Services. Failure to do so shall result in the immediate termination of the agreement.
j. Only those foods that have been properly inspected by U.S. Government agencies and maintained according to Cumberland County Health Department standards may be utilized by the Snack Bar.

4. **RECORD KEEPING:** The FRANCHISEE agrees to keep its books, documents, and records relating to the provision of food services under this Agreement for a minimum of one year after the expiration of this franchise.
5. **FEES:** During the term of this Agreement, FRANCHISEE shall pay to the COUNTY Six Percent (6%) of the net sales generated by each of the Snack Bars ("Commission") with a minimum Commission of $500.00 per month for each of the Snack Bars. The term "net sales" shall mean the gross receipts of the Snack Bars less sales tax and discounts. The Commission shall be paid monthly, by the 15th day of the following month (i.e.: the Commission payable for the month of December shall be paid by January 15th). FRANCHISEE shall provide proof of

sales to Cumberland County in the form of a copy of its "Monthly Business Report", along with a copy of cash register tapes, invoices, or other documentation as required by the County. Payments shall be made by check payable to "Cumberland County". Monthly checks and reporting information shall be mailed to: Cumberland County; Attention: Finance Director; P.O. Box 1829; Fayetteville, NC 28302-1829.

6. **UTILITIES**: The COUNTY shall provide, at its own expense, to the FRANCHISEE power and water utilities necessitated by the operation of the Snack Bars to include the provision of potable water, all lighting, heating, and cooling requirements for the operation of each of the Snack Bars. Any natural gas service shall be provided by FRANCHISEE.
7. **MAINTENANCE:** The FRANCHISEE shall maintain, and leave said premises in substantially as good condition as when received by it, excepting reasonable wear and tear. The FRANCHISEE shall provide all of the janitorial services necessary to properly maintain the snack bar.
8. **LICENSING:** The FRANCHISEE shall obtain, at its own expense, the necessary business and health inspection licenses from the State of North Carolina and the Cumberland County Board of Health and shall continuously comply with all applicable State, Federal, County and City of Fayetteville laws, ordinances, and regulations.
9. **INSURANCE AND HOLD HARMLESS PROVISIONS:** The FRANCHISEE shall, at its sole cost and expense, secure and constantly maintain during the term of this Agreement public and product liability insurance and Workmen's Compensation insurance in the minimum amounts as follows:
    a. Bodily Injury — $500,000 for each occurrence, and $1,000,000.00 aggregate
    b. Property Damage — $100,000.00 for each occurrence, and $100,000.00 aggregate
    c. Product Liability — $1,000,000.00 minimum coverage
    d. Workmen's Compensation Insurance covering all of the FRANCHISEE's employees who are engaged in any work at the Snack Bars. The coverage shall meet all statutory requirements.

The FRANCHISEE shall furnish the COUNTY a certificate of insurance evidencing the coverage set out above prior to FRANCHISEE beginning any work under this franchise agreement. The FRANCHISEE hereby agrees to release and hold harmless the COUNTY from all liability for personal injury and property damage arising out of the provision of food services under this Franchise Agreement, except that which is due to the active fault or negligence of the COUNTY. The insurance policy shall cover any such liability asserted against

the COUNTY and the aforesaid obligation of the FRANCHISEE to hold the COUNTY harmless.

FRANCHISEE shall not be liable for injury or damage to persons or property except those resulting from the acts or negligence of FRANCHISEE or its employees. Neither FRANCHISEE nor the COUNTY shall be held responsible or liable for any loss or damage due to fire, flood, or by insurrection or riot, or other causes which are not avoidable or beyond the control of FRANCHISEE or the COUNTY, or in any event for consequential damages.

10. **NOTICES:** Unless otherwise specified herein, any written notices to the parties shall be sufficient if sent by certified mail, return receipt requested, or hand-delivered to:

For FRANCHISEE	For COUNTY
Shana K. Yi	County Manager
3625 Glenbarry Circle	PO Box 1829
Fayetteville, NC 28314	Fayetteville, NC 28302-1829
(910) 229-6409	(910) 678-7726

11. **ASSIGNMENT:** The FRANCHISEE shall not assign its contract rights under this Agreement or any part thereof, nor delegate any performance hereunder, nor subcontract without first obtaining the COUNTY'S written approval.
12. **TERMINATION:** This Agreement may be terminated immediately by the COUNTY, or the COUNTY may pursue any other remedy recognized in law or equity upon the violation of any of the terms of the contract. Either party may terminate the contract upon thirty (30) days' notice in writing to the other party. Upon the entering of a judgement of bankruptcy or insolvency by or against the FRANCHISEE, the COUNTY may immediately terminate this Agreement for cause. Upon termination of this Agreement, FRANCHISEE will immediately remove all equipment, food products, etc., owned by FRANCHISEE from the Snack Bars or any other areas at either Courthouse or the DSS facility controlled by FRANCHISEE.
13. **MISCELLANEOUS:**
    a. The parties hereto, for themselves, their agents, officials, employees, and servants agree not to discriminate in any manner on the basis of race, color, creed, handicap, or national origin in the course of fulfilling any obligations, duty, or service that arises as a result of this Agreement. More specifically, FRANCHISEE shall comply with Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990 (ADA), and all requirements

imposed by Federal regulations, rules, and guidelines issues pursuant to these Titles for both personnel employed and customers served.

b. The FRANCHISEE will make no alterations or changes in the present facilities without prior approval of the COUNTY.

14. **MODIFICATIONS:** The parties agree that this agreement may only be modified or amended by written agreement of the parties, executed in the same manner as this agreement.

IN WITNESS WHEREOF, the FRANCHISEE and the COUNTY have caused their duly authorized officers to execute this instrument the day and year first above written, in triplicate originals, with one being retained by the FRANCHISEE, and two by the COUNTY.

COUNTY OF CUMBERLAND

ATTEST:

BY:_____
BY:_____
Andrea Tebbe, Clerk Kirk deViere, Chair

COUNTY SEAL

FRANCHISEE:

_____
Shana K. Yi

_____
Jae Young Yi

ATTEST:
BY: _____
Witness

CUMBERLAND COUNTY
NORTH CAROLINA

SOLID WASTE MANAGEMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF AUGUST 25, 2025

TO: **BOARD OF COUNTY COMMISSIONERS**

FROM: **AMANDA LEE, PE, GENERAL MANAGER FOR NATURAL RESOURCES**

DATE: **8/14/2025**

SUBJECT: **CONSIDERATION OF REQUEST FOR QUALIFICATIONS (RFQ) FOR ENGINEERING SERVICES FOR ANN STREET ENVIRONMENTAL COMPLEX OFFICE BUILDING**

BACKGROUND

As a part of the ongoing improvements to the Ann Street Environmental Complex, Cumberland County Solid Waste sought information from qualified architectural/engineering firms to provide project concepts on the adaptive reuse of the facility. Two firms in response to an RFQ, were invited to present concepts to the Infrastructure Committee, to seek the Commitee's direction in concept for the building. The RFQ process is described in more detail below.

These concepts will provide direction for staff to scope out a larger project - to include proposed cost, which will be used to develop a future request for a Capital Improvement Project, including associated budgetary needs. The RFQ presented is to seek the board's direction in concept for the adaptive reuse of the facility, so the scope of a future budgetary can be appropriated completed.

The RFP Process is as described below:

In May 2025, Cumberland County Solid Waste Department invited qualified architectural/engineering firms that are experienced with a variety of design, permitting, bidding, construction contract administration, construction observation and project administration to submit a Request for Qualifications (RFQ).

The firms had until June 30, 2025, to submit their Statement of Qualifications. There were three firms that responded, Smith Gardner Inc., HDR Engineering, Inc. of the Carolinas, and The Wooten Company. Staff reviewed the submittals, with Smith Gardner Inc. and HDR Engineering, Inc. of the Carolinas equally scoring as the best qualified firms. Based on the scores, staff requested HDR Engineering, Inc. of the Carolinas and Smith Gardner Inc. to give a 15-minute presentation with 2-3 slides to the Infrastructure Committee on August

12, 2025, on following items:

- Provide what the entrance of the new Ann Street Environmental Complex would look like entering from Irene Street
- Point of Visual Interest for Neighbors and Community with the new Complex
- Zoning Requirements of the new Administrative Building considering the landfill is currently zoned Heavy Industrial

County Management, the General Manager for Natural Resources and Staff reviewed both presentations and recommend Smith Gardner, Inc's concept for the adaptive reuse.

At their August 12, 2025, meeting, after hearing presentations from both firms, the Infrastructure Committee provided direction for the scope of the project, which was best aligned with the proposal by Smith Garnder, Inc. The Infrastructure Committee recommended this be placed as an item of business for consideration by the Board of Commissioners at their August 25, 2025, Board of Commissioners Regular Meeting.

RECOMMENDATION / PROPOSED ACTION

The General Manager for Natural Resources and County Management recommend the proposed action:

1. Accept the selection of Smith Gardner, Inc. as the best qualified firm to provide Engineering Services that will provide a scope for a future Capital Improvement Project request for the Ann Street Environmental Complex Office Building.

2. Grant permission to enter negotiations for detailed scope of work, cost of services, and prepare contract for approval at a future Board of Commissioners meeting.

ATTACHMENTS:

Description	Type
Smith Gardner Concept	Backup Material
HDR Concept	Backup Material

SMITH+GARDNER
ENGINEERS

GONTRAM ARCHITECTURE

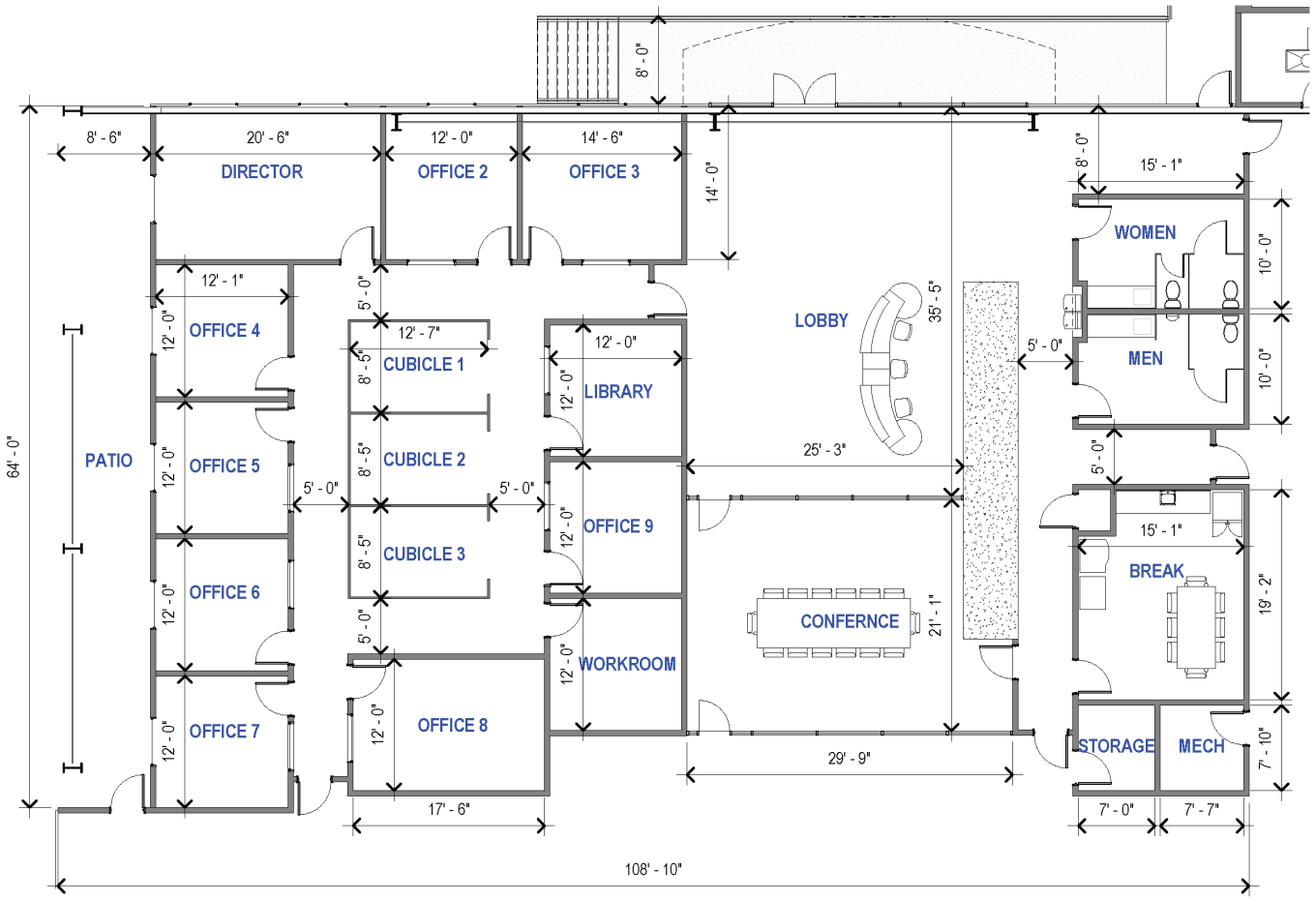
Ann Street Environmental Complex Office Building

Presenters:
Stacey A. Smith, P.E.
Eddie Gontram, A.I.A.

08.12.25


SMITH+
GARDNER
ENGINEERS
ga
GONTRAM
ARCHITECTURE
CUMBERLAND
COUNTY
NORTH CAROLINA


SMITH+
GARDNER
ENGINEERS
GONTRAM
ARCHITECTURE
CUMBERLAND
COUNTY



SMITH+ GARDNER ENGINEERS

NOT FOR CONSTRUCTION - PRELIMINARY REVIEW ONLY

04/21/25

GONTRAM ARCHITECTURE, INC.

Cumberland Co Landfill
Office Renovation
698 Ann St, Fayetteville, NC 28301

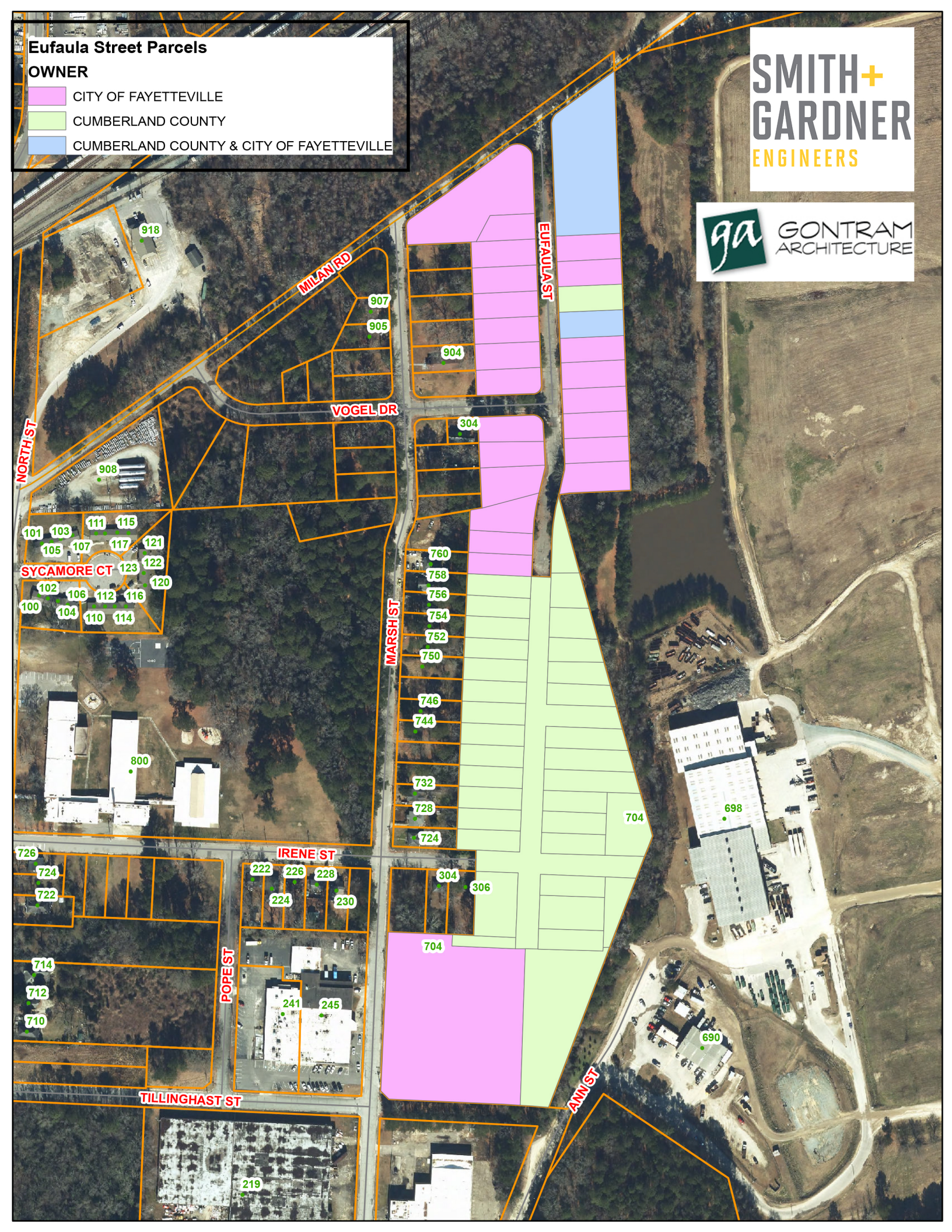
1 OFFICE LAYOUT
1" = 10'-0"

SD3

GA#: 24084

GONTRAM ARCHITECTURE, INC. - 5100 UNICON DR SUITE 103, WAKE FOREST, NC 27587
(919) 876-5331 - eddie@gontramarchitecture.com - www.gontramarchitecture.com

© Copyright 2025


Eufaula Street Parcels
OWNER
CITY OF FAYETTEVILLE
CUMBERLAND COUNTY
CUMBERLAND COUNTY & CITY OF FAYETTEVILLE
SMITH+ GARDNER ENGINEERS
GONTRAM ARCHITECTURE
MILAN RD
VOGEL DR
NORTH ST
EUFAULA ST
MARSH ST
SYCAMORE CT
IRENE ST
POPE ST
TILLINGHAST ST
ANN ST
918
907
905
904
908
304
111
115
101
103
105
107
117
121
123
122
120
102
106
112
116
100
104
110
114
760
758
756
754
752
750
746
744
732
728
724
800
704
698
726
724
722
222
226
228
224
230
304
306
714
712
710
241
245
690
219

CUMBERLAND COUNTY
NORTH CAROLINA

Ann Street Environmental Complex Office Building





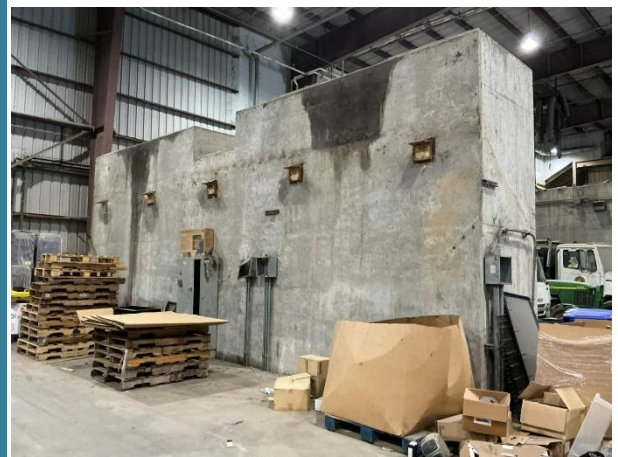


August 2025

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Agenda

1. Key Members of Our Team
2. Visual Interest for Community
3. Zoning Requirements/Site Plan
4. Entrance Appearance
5. Questions & Discussion







Key Members of Our Team



Jeff Murray
Project Manager



Roula Qubain
Deputy PM/Architect



Jayson Buffkin
Civil Team Lead



Jiana Brown
Community Engagement

Community Connection

Provide what the entrance of the new Ann Street Environmental Complex would look entering from Irene Street

- Desire to see more connection for the neighborhood with the growth and improvements downtown
- Desire for the land to be repurposed for positive use for the community
- Concerns about attracting crime activity

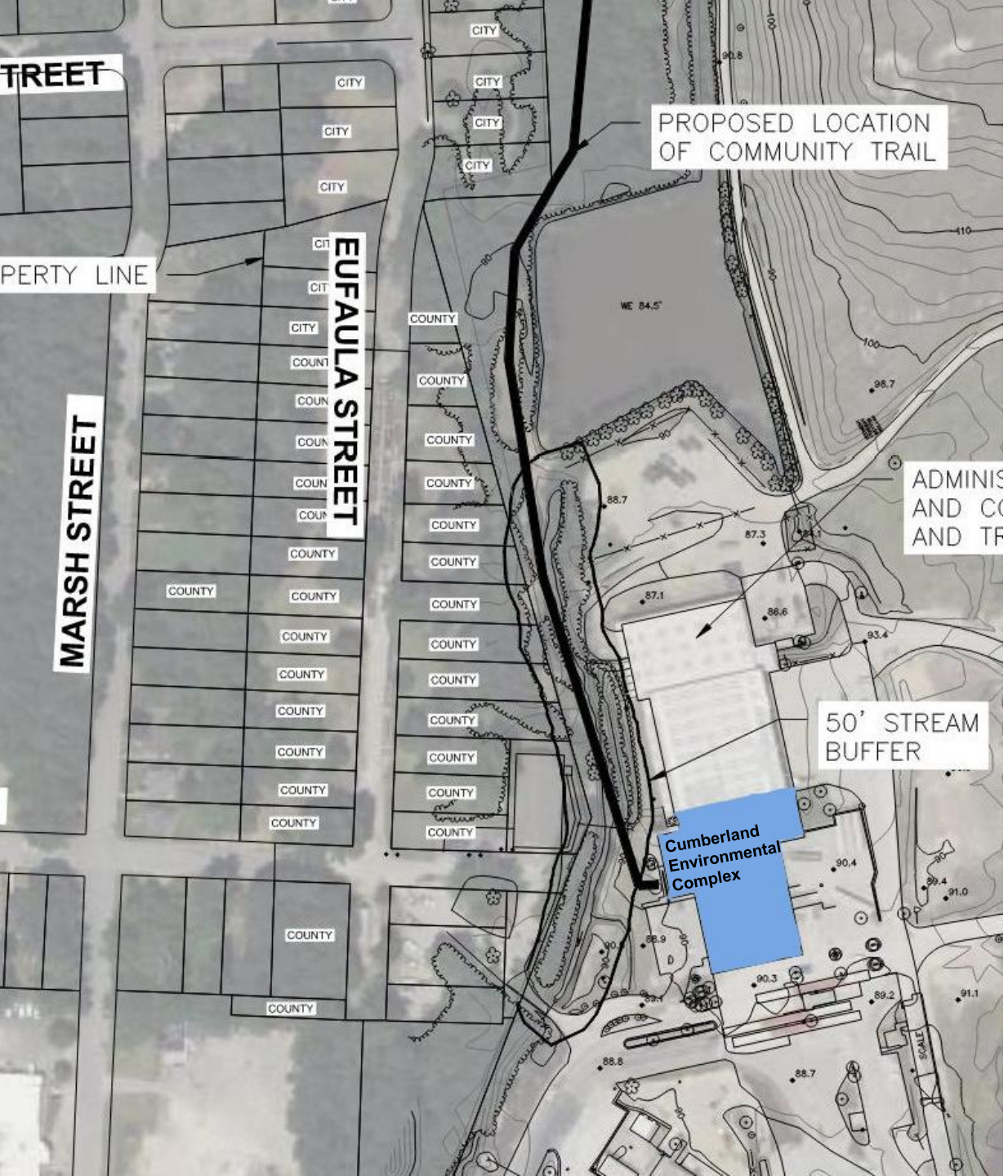












Navigating Setbacks and Parking

Zoning Requirements of the new Administrative Building considering the Landfill is currently zoned Heavy Industrial

- Property Setbacks
- Existing Stream Proximity & Buffer
- Stormwater Considerations


Neighborhood
Irene Street
Eufaula Street
Greenway
Path to Connect to Cape Fear River Trail
Pedestrian Circulation
Vehicular Circulation
Entry Point
Educational Exhibit
Cumberland Environmental Complex
N

First Impressions

Point of Visual Interest for the Neighbors and Community with the new Complex

- Break Up Large Metal Facade
- Welcoming Lobby
- Education Opportunities




6
9


698


PUBLIC UTILITIES
SOLID WASTE MANAGEMENT
MISSION



Questions & Discussion













CUMBERLAND COUNTY
NORTH CAROLINA

SOLID WASTE MANAGEMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF AUGUST 25, 2025

TO: **BOARD OF COUNTY COMMISSIONERS**

FROM: **AMANDA LEE, PE, GENERAL MANAGER FOR NATURAL RESOURCES**

DATE: **8/13/2025**

SUBJECT: **APPROVAL OF LETTER OF CONDITIONS FROM USDA RURAL DEVELOPMENT FOR NORCRESS**

BACKGROUND

The Public Utilities Department received notification from the USDA Rural Development on August 5th of their intent to fund the wastewater system rehabilitation for the NORCRESS system. The attached "Letter of Conditions" must be presented and approved by the Governing Board and outlines the conditions to be understood and agreed upon before further consideration will be given for the application. The grant will be administered on behalf of the Rural Utilities Service (RUS) by the State and Area staff of USDA Rural Development (RD) not to exceed $2,200,000 and a contribution from Cumberland County of $733,334 for a total project cost of $2,933,334.

The contribution from Cumberland County was budgeted and approved by the ARP Commitee on April 28, 2025, by the Finance Commitee on May 6, 2025, and by the Board of Commissioners, and the NORCRESS Governing Board for FY 25 on May 19, 2025 in Budget Ordinance Amendment #B250168.

A request for reappropriation of these funds will be brought forward for consideration at the September 2025 Finance Committee meeting.

At their August 12, 2025, meeting, the Infrastructure Committee approved this item to be placed as an item of Consent for the August 25, 2025, Board of Commissioners' meeting and for the NORCRESS Water and Sewer District.

RECOMMENDATION / PROPOSED ACTION

The Public Utilities Division, General Manager for Natural Resources, and County Management recommend approval of the Letter of Conditions for the NORCRESS Water and Sewer District.

ATTACHMENTS:

Description	Type
Request for Obligation of Funds	Backup Material
Letter of Intent to Meet Conditions	Backup Material
Water and Waste System Grant Agreement	Backup Material
Certified List of Officers	Backup Material
Letter of Conditions	Backup Material

USDA
Form RD 1940-1
(Rev. 06-10)

REQUEST FOR OBLIGATION OF FUNDS

FORM APPROVED
OMB No. 0570-0062

INSTRUCTIONS-TYPE IN CAPITALIZED ELITE TYPE IN SPACES MARKED ( )
Complete Items 1 through 29 and applicable Items 30 through 34. See FMI.

1. CASE NUMBER
ST CO BORROWER ID
38-026-855264495

LOAN NUMBER

FISCAL YEAR
2025

2. BORROWER NAME
Cumberland County, NC

3. NUMBER NAME FIELDS
(1, 2, or 3 from Item 2)

4. STATE NAME
North Carolina

5. COUNTY NAME
Cumberland

GENERAL BORROWER/LOAN INFORMATION

6. RACE/ETHNIC CLASSIFICATION
1 - WHITE
2 - BLACK
3 - AI/AN
4 - HISPANIC
5 - A/PI

7. TYPE OF APPLICANT
1 - INDIVIDUAL
2 - PARTNERSHIP
3 - CORPORATION
4 - PUBLIC BODY
5 - ASSOC. OF FARMERS
6 - ORG. OF FARMERS
7 - NONPROFIT-SECULAR
8 - NONPROFIT-FAITH BASED
9 - INDIAN TRIBE
10-PUBLIC COLLEGE/UNIVERSITY
11-OTHER
4

8. COLLATERAL CODE
1- REAL ESTATE SECURED
2-REAL ESTATE AND CHATTEL
3 - NOTE ONLY OR CHATTEL ONLY
4 - MACHINERY ONLY
5 - LIVESTOCK ONLY
6 - CROPS ONLY
7 - SECURED BY BONDS
8 - RLF ACCT

9. EMPLOYEE RELATIONSHIP CODE
1 - EMPLOYEE
2 - MEMBER OF FAMILY
3 - CLOSE RELATIVE
4 - ASSOC.

10. SEX CODE
1 - MALE
2 -FEMALE
3 - FAMILY UNIT
4 - ORGAN. MALE OWNED
5 - ORGAN FEMALE OWNED
6 - PUBLIC BODY
6

11. MARITAL STATUS
1 - MARRIED
2 - SEPARATED
3 - UNMARRIED (INCLUDES WIDOWED/DIVORCED)

12. VETERAN CODE
1 -YES
2 -NO

13. CREDIT REPORT
1 -YES
2 -NO
2

14. DIRECT PAYMENT
(See FMI)

15. TYPE OF PAYMENT
1 - MONTHLY
2 - ANNUALLY
3 - SEMI-ANNUALLY
4 - QUARTERLY

16. FEE INSPECTION
1 -YES
2 - NO
2

17. COMMUNITY SIZE
1 - 10 000 OR LESS (FOR SFH AND HPG ONLY)
2 - OVER 10,000

18. USE OF FUNDS CODE
(See FMI)

COMPLETE FOR OBLIGATION OF FUNDS

19. TYPE OF ASSISTANCE
936 *(See FMI)*

20. PURPOSE CODE
3

21. SOURCE OF FUNDS

22. TYPE OF ACTION
1 -OBLIGATION ONLY
2 - OBLIGATION/CHECK REQUEST
3 - CORRECTION OF OBLIGATION

23. TYPE OF SUBMISSION
1 - INITIAL
2 -SUBSEQUENT
1

24. AMOUNT OF LOAN

25. AMOUNT OF GRANT
2,200,000

26. AMOUNT OF IMMEDIATE ADVANCE

27. DATE OF APPROVAL
MO DAY YR

28. INTEREST RATE
0 %

29. REPAYMENT TERMS

COMPLETE FOR COMMUNITY PROGRAM AND CERTAIN MULTIPLE-FAMILY HOUSING LOANS

30. PROFIT TYPE
1 - FULL PROFIT
2 - LIMITED PROFIT
3 - NONPROFIT

COMPLETE FOR EM LOANS ONLY

31. DISASTER DESIGNATION NUMBER
(See FMI)

COMPLETE FOR CREDIT SALE-ASSUMPTION

32. TYPE OF SALE
1 -CREDIT SALE ONLY
2 - ASSUMPTION ONLY
3 -CREDIT SALE WITH SUBSEQUENT LOAN
4 -ASSUMPTION WITH SUBSEQUENT LOAN

FINANCE OFFICE USE ONLY

33. OBLIGATION DATE
MO DA YR

COMPLETE FOR FP LOANS ONLY

34. BEGINNING FARMER/RANCHER
(See FMI)

If the decision contained above in this form results in denial, reduction or cancellation of USDA assistance, you may appeal this decision and have a hearing or you may request a review in lieu of a hearing. Please use the form we have included for this purpose.

Position 2

ORIGINAL - Borrower's Case Folder **COPY 1 - Finance Office** **COPY 2 - Applicant/Lender** **COPY 3 - State Office**

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0570-0062. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

CERTIFICATION APPROVAL

For All Farmers Programs — EM, OL, FO, and SW Loans

This loan is approved subject to the availability of funds. If this loan does not close for any reason within 90 days from the date of approval on this document, the approval official will request updated eligibility information. The undersigned loan applicant agrees that the approval official will have 14 working days to review any updated information prior to submitting this document for obligation of funds. If there have been significant changes that may affect eligibility, a decision as to eligibility and feasibility will be made within 30 days from the time the applicant provides the necessary information.

If this is a loan approval for which a lien and/or title search is necessary, the undersigned applicant agrees that the 15-working-day loan closing requirement may be exceeded for the purposes of the applicant's legal representative completing title work and completing loan closing.

35. COMMENTS AND REQUIREMENTS OF CERTIFYING OFFICIAL

Grant approval subject to meeting all requirements of the Letter of Conditions and Community Project Funding Congressionally Directed Spending requirements. BABA does apply to the CPF CDS grant.

36. I HEREBY CERTIFY that I am unable to obtain sufficient credit elsewhere to finance my actual needs at reasonable rates and terms, taking into consideration prevailing private and cooperative rates and terms in or near my community for loans for similar purposes and periods of time. I agree to use the sum specified herein, subject to and in accordance with regulations applicable to the type of assistance indicated above, and request payment of such sum. I agree to report to USDA any material adverse changes, financial or otherwise, that occur prior to loan closing. I certify that no part of the sum specified herein has been received. I have reviewed the loan approval requirements and comments associated with this loan request and agree to comply with these provisions.

(For FP loans at eligible terms only) If this loan is approved, I elect the interest rate to be charged on my loan to be the lower of the interest rate in effect at the time of loan approval or loan closing. If I check "NO", the interest rate charged on my loan will be the rate specified in Item 28 of this form. ☐ YES ☐ NO

WARNING: **Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals or covers up by any trick, scheme, or device a material fact, or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined under this title or imprisoned not more than five years, or both."**

Date August 25 , 20 25

Kirk deViere, Chairman of Commissioners

(Signature of Applicant)

Date _____ , 20 ____

(Signature of Co-Applicant)

37. I HEREBY CERTIFY that all of the committee and administrative determinations and certifications required by regulations prerequisite to providing assistance of the type indicated above have been made and that evidence thereof is in the docket, and that all requirements of pertinent regulations have been complied with. I hereby approve the above-described assistance in the amount set forth above, and by this document, subject to the availability of funds, the Government agrees to advance such amount to the applicant for the purpose of and subject to the availability prescribed by regulations applicable to this type of assistance.

(Signature of Approving Official)

Typed or Printed Name: _____

Date Approved: _____ Title: _____

38. TO THE APPLICANT: As of this date _____ , this is notice that your application for financial assistance from the USDA has been approved, as indicated above, subject to the availability of funds and other conditions required by the USDA. If you have any questions contact the appropriate USDA Servicing Office.

Position 3

Form RD 1942-46
(Rev. 6-10)

UNITED STATES DEPARTMENT OF AGRICULTURE
RURAL DEVELOPMENT

FORM APPROVED
OMB NO. 0575-0015
OMB NO. 0570-0062

LETTER OF INTENT TO MEET CONDITIONS

Date 8-25-2025

TO: United States Department of Agriculture

Rural Development

(Name of USDA Agency)

440C Caton Rd.
Lumberton, NC 28360

(USDA Agency Office Address)

We have reviewed and understand the conditions set forth in your letter dated 8-25-2025 . It is our intent to meet all of them not later than 08-25-2026 .

Cumberland County, NC

(Name of Association)

BY

Kirk deViere, Chairman of Commissioners

(Title)

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a persons is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0015 and 0570-0062. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data. needed, and completing and reviewing the collection of information.

Water and Waste System Grant Agreement

United States Department of Agriculture

Rural Utilities Service

THIS AGREEMENT dated **8-25-2025**, between

Cumberland County, NC

a public corporation organized and operating under

NC General Statute 162A

(Authorizing Statute)

herein called ``Grantee,'' and the United States of America acting through the Rural Utilities Service, Department of Agriculture, herein called ``Grantor,'' WITNESSETH:

WHEREAS

Grantee has determined to undertake a project of acquisition, construction, enlargement, or capital improvement of a (water) (waste) system to serve the area under its jurisdiction at an estimated cost of $**2,933,334.00** and has duly authorized the undertaking of such project.

Grantee is able to finance not more than $ **733,334.00** of the development costs through revenues, charges, taxes or assessments, or funds otherwise available to Grantee resulting in a reasonable user charge.

Said sum of $ **733,334.00** has been committed to and by Grantee for such project development costs.

Grantor has agreed to grant the Grantee a sum not to exceed $**2,200,000.00** or **75.00** percent of said project development costs, whichever is the lesser, subject to the terms and conditions established by the Grantor. Provided, however, that the proportionate share of any grant funds actually advanced and not needed for grant purposes shall be returned immediately to the Grantor. The Grantor may terminate the grant in whole, or in part, at any time before the date of completion, whenever it is determined that the Grantee has failed to comply with the Conditions of the grant.

As a condition of this grant agreement, the Grantee assures and certifies that it is in compliance with and will comply in the course of the agreement with all applicable laws, regulations, Executive orders and other generally applicable requirements, including those set out in 7 CFR 3015.205(b), which hereby are incorporated into this agreement by reference, and such other statutory provisions as are specifically set forth herein.

NOW, THEREFORE, In consideration of said grant by Grantor to Grantee, to be made pursuant to Section 306(a) of The Consolidated Farm and Rural Development Act for the purpose only of defraying a part not to exceed **75.00** percent of the project development costs, as defined by applicable Rural Utilities Service instructions.

Grantee Agrees That Grantee Will:

A. Cause said project to be constructed within the total sums available to it, including said grant, in accordance with the project plans and specifications and any modifications thereof prepared by Grantee and approved by Grantor.

B. Permit periodic inspection of the construction by a representative of Grantor during construction.

C. Manage, operate and maintain the system, including this project if less than the whole of said system, continuously in an efficient and economical manner.

D. Make the services of said system available within its capacity to all persons in Grantee's service area without discrimination as to race, color, religion, sex, national origin, age, marital status, or physical or mental handicap (possess capacity to enter into legal contract for services) at reasonable charges, including assessments, taxes, or fees in accordance with a schedule of such charges, whether for one or more classes of service, adopted by resolution dated _____, as may be modified from time to time by Grantee. The initial rate schedule must be approved by Grantor. Thereafter, Grantee may make such modifications to the rate system as long as the rate schedule remains reasonable and nondiscriminatory.

E. Adjust its operating costs and service charges from time to time to provide for adequate operation and maintenance, emergency repair reserves, obsolescence reserves, debt service and debt service reserves.

F. Expand its system from time to time to meet reasonably anticipated growth or service requirements in the area within its jurisdiction.

G. Provide Grantor with such periodic reports as it may require and permit periodic inspection of its operations by a representative of the Grantor.

H. To execute any agreements required by Grantor which Grantee is legally authorized to execute. If any such agreement has been executed by Grantee as a result of a loan being made to Grantee by Grantor contemporaneously with the making of this grant, another agreement of the same type need not be executed in connection with this grant.

I. Upon any default under its representations or agreements set forth in this instrument, Grantee, at the option and demand of Grantor, will repay to Grantor forthwith the original principal amount of the grant stated herein above with the interest at the rate of 5 percentum per annum from the date of the default. Default by the Grantee will constitute termination of the grant thereby causing cancellation of Federal assistance under the grant. The provisions of this Grant Agreement may be enforced by Grantor, at its option and without regard to prior waivers by it previous defaults of Grantee, by judicial proceedings to require specific performance of the terms of this Grant Agreement or by such other proceedings in law or equity, in either Federal or State courts, as may be deemed necessary by Grantor to assure compliance with the provisions of this Grant Agreement and the laws and regulations under which this grant is made.

J. Return immediately to Grantor, as required by the regulations of Grantor, any grant funds actually advanced and not needed by Grantee for approved purposes.

K. Use the real property including land, land improvements, structures, and appurtenances thereto, for authorized purposes of the grant as long as needed.

1. Title to real property shall vest in the recipient subject to the condition that the Grantee shall use the real property for the authorized purpose of the original grant as long as needed.

2. The Grantee shall obtain approval by the Grantor agency for the use of the real property in other projects when the Grantee determines that the property is no longer needed for the original grant purposes. Use in other projects shall be limited to those under other Federal grant programs or programs that have purposes consistent with those authorized for support by the Grantor.

3. When the real property is no longer needed as provided in 1 and 2 above, the Grantee shall request disposition instructions from the Grantor agency or its successor Federal agency. The Grantor agency shall observe the following rules in the disposition instructions:

(a) The Grantee may be permitted to retain title after it compensates the Federal Government in an amount computed by applying the Federal percentage of participation in the cost of the original project to the fair market value of the property.

(b) The Grantee may be directed to sell the property under guidelines provided by the Grantor agency. When the Grantee is authorized or required to sell the property, proper sales procedures shall be established that provide for competition to the extent practicable and result in the highest possible return.
[Revision 1, 04/17/1998]

(c) The Grantee may be directed to transfer title to the property to the Federal Government provided that in such cases the Grantee shall be entitled to compensation computed by applying the Grantee's percentage of participation in the cost of the program or project to the current fair market value of the property.

This Grant Agreement covers the following described real property (use continuation sheets as necessary).

All real estate, easements, etc., if applicable, procured with USDA Rural Development Community Project Funding Congressionally Directed Spending grant funds.

L. Abide by the following conditions pertaining to equipment which is furnished by the Grantor or acquired wholly or in part with grant funds. Equipment means tangible, non-expendable, personal property having a useful life of more than one year and an acquisition cost of $5,000 or more per unit. A grantee may use its own definition of equipment provided that such definition would at least include all equipment defined above.
[Revision 1, 04/17/1998]

1. Use of equipment.

(a) The Grantee shall use the equipment in the project for which it was acquired as long as needed. When no longer needed for the original project, the Grantee shall use the equipment in connection with its other Federally sponsored activities, if any, in the following order of priority:

1) Activities sponsored by the Grantor.

(2) Activities sponsored by other Federal agencies.

(b) During the time that equipment is held for use on the property for which it was acquired, the Grantee shall make it available for use on other projects if such other use will not interfere with the work on the project for which the equipment was originally acquired. First preference for such other use shall be given to Grantor sponsored projects. Second preference will be given to other Federally sponsored projects.

2. Disposition of equipment. When the Grantee no longer needs the equipment as provided in paragraph (a) above, the equipment may be used for other activities in accordance with the following standards:

(a) Equipment with a current per unit fair market value of less than $5,000. The Grantee may use the equipment for other activities without reimbursement to the Federal Government or sell the equipment and retain the proceeds.

(b) Equipment with a current per unit fair market value of $5,000 or more. The Grantee may retain the equipment for other uses provided that compensation is made to the original Grantor agency or its successor. The amount of compensation shall be computed by applying the percentage of Federal participation in the cost of the original project or program to the current fair market value or proceeds from sale of the equipment. If the Grantee has no need for the equipment and the equipment has further use value, the Grantee shall request disposition instructions from the original Grantor agency.

The Grantor agency shall determine whether the equipment can be used to meet the agency's requirements. If no requirement exists within that agency, the availability of the equipment shall be reported, in accordance with the guidelines of the Federal Property Management Regulations (FPMR), to the General Services Administration by the Grantor agency to determine whether a requirement for the equipment exists in other Federal agencies. The Grantor agency shall issue instructions to the Grantee no later than 120 days after the Grantee requests and the following procedures shall govern:

(1) If so instructed or if disposition instructions are not issued within 120 calendar days after the Grantee's request, the Grantee shall sell the equipment and reimburse the Grantor agency an amount computed by applying to the sales proceeds the percentage of Federal participation in the cost of the original project or program. However, the Grantee shall be permitted to deduct and retain from the Federal share ten percent of the proceeds for Grantee's selling and handling expenses.

(2) If the Grantee is instructed to ship the equipment elsewhere the Grantee shall be reimbursed by the benefiting Federal agency with an amount which is computed by applying the percentage of the Grantee participation in the cost of the original grant project or program to the current fair market value of the equipment, plus any reasonable shipping or interim storage costs incurred.

(3) If the Grantee is instructed to otherwise dispose of the equipment, the Grantee shall be reimbursed by the Grantor agency for such costs incurred in its disposition.

3. The Grantee's property management standards for equipment shall also include:

(a) Records which accurately provide for: a description of the equipment; manufacturer's serial number or other identification number; acquisition date and cost; source of the equipment; percentage (at the end of budget year) of Federal participation in the cost of the project for which the equipment was acquired; location, use and condition of the equipment and the date the information was reported; and ultimate disposition data including sales price or the method used todetermine current fair market value if the Grantee reimburses the Grantor for its share.

(b) A physical inventory of equipment shall be taken and the results reconciled with the equipment records at least once every two years to verify the existence, current utilization, and continued need for the equipment.

(c) A control system shall be in effect to insure adequate safeguards to prevent loss, damage, or theft of the equipment. Any loss, damage, or theft of equipment shall be investigated and fully documented.

(d) Adequate maintenance procedures shall be implemented to keep the equipment in good condition.

(e) Proper sales procedures shall be established for unneeded equipment which would provide for competition to the extent practicable and result in the highest possible return.

This Grant Agreement covers the following described equipment(use continuation sheets as necessary).

All equipment procured with USDA Rural Development Community Project Funding Congressionally Directed Spending grant funds.

M. Provide Financial Management Systems which will include:

1. Accurate, current, and complete disclosure of the financial results of each grant. Financial reporting will be on an accrual basis.

2. Records which identify adequately the source and application of funds for grant-supported activities. Those records shall contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income.

3. Effective control over and accountability for all funds, property and other assets. Grantees shall adequately safeguard all such assets and shall assure that they are used solely for authorized purposes.

4. Accounting records supported by source documentation.

N. Retain financial records, supporting documents, statistical records, and all other records pertinent to the grant for a period of at least three years after grant closing except that the records shall be retained beyond the three-year period if audit findings have not been resolved. Microfilm or photo copies or similar methods may be substituted in lieu of original records. The Grantor and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Grantee's government which are pertinent to the specific grant program for the purpose of making audits, examinations, excerpts and transcripts.

O. Provide information as requested by the Grantor to determine the need for and complete any necessary Environmental Impact Statements.

P. Provide an audit report prepared in accordance with Grantor regulations to allow the Grantor to determine that funds have been used in compliance with the proposal, any applicable laws and regulations and this Agreement.

Q. Agree to account for and to return to Grantor interest earned on grant funds pending their disbursement for program purposes when the Grantee is a unit of local government. States and agencies or instrumentality’s of states shall not be held accountable for interest earned on grant funds pending their disbursement.

R. Not encumber, transfer or dispose of the property or any part thereof, furnished by the Grantor or acquired wholly or in part with Grantor funds without the written consent of the Grantor except as provided in item K above.

S. To include in all contracts for construction or repair a provision for compliance with the Copeland ``Anti-Kick Back'' Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). The Grantee shall report all suspected or reported violations to the Grantor.

T. To include in all contracts in excess of $100,000 a provision that the contractor agrees to comply with all the requirements of the Clean Air Act (42 U.S.C. §7414) and Section 308 of the Water Pollution Control Act (33 U.S.C. §1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 of the Clean Air Act and Section 308 of the Water Pollution Control Act and all regulations and guidelines issued thereunder after the award of the contract. In so doing the Contractor further agrees:
[Revision 1, 11/20/1997]

1. As a condition for the award of contract, to notify the Owner of the receipt of any communication from the Environmental Protection Agency (EPA) indicating that a facility to be utilized in the performance of the contract is under consideration to be listed on the EPA list of Violating Facilities. Prompt notification is required prior to contract award.

2. To certify that any facility to be utilized in the performance of any nonexempt contractor subcontract is not listed on the EPA list of Violating Facilities pursuant to 40 CFR Part 32 as of the date of contract award.
[Revision 1, 11/20/1997]

3. To include or cause to be included the above criteria and the requirements in every nonexempt subcontract and that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.

As used in these paragraphs the term ``facility'' means any building, plan, installation, structure, mine, vessel or other floating craft, location, or site of operations, owned, leased, or supervised by a Grantee, cooperator, contractor, or subcontractor, to be utilized in the performance of a grant, agreement, contract, subgrant, or subcontract. Where a location or site of operation contains or includes more than one building, plant, installation, or structure, the entire location shall be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are co-located in one geographical area.

Grantor Agrees That It:

A. Will make available to Grantee for the purpose of this Agreement not to exceed $_____**2,200,000.00**_____ which it will advance to Grantee to meet not to exceed __**75.00**__ percent of the project development costs of the project in accordance with the actual needs of Grantee as determined by Grantor.

B. Will assist Grantee, within available appropriations, with such technical assistance as Grantor deems appropriate in planning the project and coordinating the plan with local official comprehensive plans for sewer and water and with any State or area plans for the area in which the project is located.

C. At its sole discretion and at any time may give any consent, deferment, subordination, release, satisfaction, or termination of any or all of Grantee's grant obligations, with or without valuable consideration, upon such terms and conditions as Grantor may determine to be (1) advisable to further the purpose of the grant or to protect Grantor's financial interest therein and (2) consistent with both the statutory purposes of the grant and the limitations of the statutory authority under which it is made.

Termination of This Agreement

This Agreement may be terminated for cause in the event of default on the part of the Grantee as provided in paragraph I above or for convenience of the Grantor and Grantee prior to the date of completion of the grant purpose. Termination for convenience will occur when both the Grantee and Grantor agree that the continuation of the project will not produce beneficial results commensurate with the further expenditure of funds.

In witness whereof Grantee on the date first above written has caused these presence to be executed by its duly authorized

Public Utilities Specialist

attested and its corporate seal affixed by its duly authorized

Clerk to the Board

Attest:

By **Andrea Tebbe**

(Title) **Clerk to the Board**

By **Kirk deViere**

(Title) **Chairman of Commissioners**

UNITED STATES OF AMERICA

RURAL UTILITIES SERVICE

By

(Title)

CERTIFIED LIST OF OFFICERS / DIRECTORS

APPLICANT NAME: Cumberland County

MAILING ADDRESS: 698 Ann Street, Fayetteville, NC 28301

PHYSICAL ADDRESS: 698 Ann Street, Fayetteville, NC 28301

PHONE: 910-678-7637 FAX: _____

EMAIL: ahall@cumberlandcountync.gov

CONTACT PERSON:

NAME: Amy Hall

ADDRESS: 698 Ann Street, Fayetteville, NC 28301

PHONE: 910-678-7637 FAX: _____ EMAIL: ahall@cumberlandcountync.gov

OFFICERS/DIRECTORS OF GOVERNING BODY:

NAME	*TITLE*	*TERM OF OFFICE*
Kirk deViere	Chairman	December 2028
Vernoica B. Jones	Vice Chairwoman	December 2026
Glenn Adams	Commissioner	December 2026
Dr. Jeannette M. Council	Commissioner	December 2026
W. Marshall Faircloth	Commissioner	December 2026
Pavan Patel	Commissioner	December 2028
Henry Tyson	Commissioner	December 2028

The above information is hereby certified to be correct for:

Cumberland County **as of this** 25th **day of** August, 2025

(Applicant Name)

(SEAL)

BY: _____

(Signature)

NAME: Andrea Tebbe

TITLE: Clerk to the Board

8/25/2025

Cumberland County
117 Dick Street
Fayetteville, NC 28301

SUBJECT: Letter of Conditions
Cumberland County, NC
Wastewater System Rehabilitation

CFDA Number 10.760 – Water and Waste Disposal Systems for Rural Communities

2024 WEP CPF Grant:	$2,200,000
Applicant Cost Share:	$ 733,334

Dear Mr. DeViere:

This letter establishes conditions which must be understood and agreed to by you before further consideration may be given to your application. The grant will be administered on behalf of the Rural Utilities Service (RUS) by the State and Area staff of USDA Rural Development (RD), both of which are referred to throughout this letter as the Agency. Any changes in project cost, source of funds, scope of project, or any other significant changes in the project or applicant must be reported to and concurred with by the Agency by written amendment to this letter. This includes any significant changes in the Applicant's financial condition, operation, organizational structure or executive leadership. Any significant changes made without Agency concurrence shall be a cause for discontinuing processing of the application.

This letter does not constitute grant approval, nor does it ensure that funds are or will be available for the project. The funding is being processed on the basis of a 2024 Water and Environmental Program (WEP) Community Project Funding (CPF) Grant not to exceed $2,200,000. The grant will be considered approved on the date Form RD 1940-1, "Request for Obligation of Funds" is signed by the Agency approval official.

The applicant will ensure projects are completed in a timely, efficient, and economical manner. You must meet all conditions set forth under Section III – Requirements Prior to Advertising for Bids within 1 year of this letter.

If you do not meet the conditions of this letter, the Agency reserves the right to withdraw Agency funding.

USDA is an equal opportunity provider, employer, and lender.

If you agree to meet the conditions set forth in this letter and desire further consideration be given to your application, please execute and return the following forms within 3 business days:

Form RD 1942-46, "Letter of Intent to Meet Conditions"
Form RD 1940-1, "Request for Obligation of Funds"

All parties may access information and regulations referenced in this letter at our website located at:

Water and Environmental Programs | Rural Development (usda.gov)

The conditions are as follows:

SECTION I - PROJECT SCOPE

1. Project Description – Funds will be used to for the rehabilitation of four lift stations (Godwin #1, Wade #1, Wade #2, and Falcon #92) to maintain the original pumping rates, including the replacement of electrical equipment and pumps and installation of diesel backup pumps at Wade #2 and Falcon #92; installation air release valves on force mains; and rehabilitation of manholes.

Facilities will be designed and constructed in accordance with sound engineering practices and must meet the requirements of Federal, State, and local agencies. The proposed facility design must be based on the revised Preliminary Engineering Report (PER) signed, dated, and sealed by Jay Meyers of Meyers Engineering on May 21, 2025, and concurred with by the Agency's State Engineer Brian Noll on June 6, 2025.

2. Project Funding – The Agency is offering the following funding for your project:

Agency CPF/CDS Grant	$2,200,000
This offer is based upon the following additional funding being obtained.	
Applicant Cost Share	$ 733,334
TOTAL PROJECT FUNDING	$2,933,334

Any changes in funding sources following obligation of Agency funds must be reported to the processing official. Prior to grant closing, any increase in non-Agency funding will be applied first as a reduction to Agency funds.

The applicant must certify that they have exhausted all other funding avenues and have no pending funding considerations from any other sources. Further, the applicant must certify that they do not intend to apply anywhere else to fund this project. If, after the obligation of Agency funds, other funding becomes available, the Agency reserves the right to de-obligate any and all funding for this project and to re-underwrite. This may result in the offering of a different funding package for this project.

Prior to advertisement for construction bids, you must provide evidence of applicant contributions and other funding sources. This evidence should include a copy of the commitment letter. Agency funds will not be used to pre-finance funds committed to the project from other sources.

3. **Project Budget** – Funding from all sources has been budgeted for the estimated expenditures as follows:

Project Costs:	**Total Budgeted:**
Administration	$4,240
Development	2,483,874
Contingency	250,220
Engineering Fees	195,000
Includes:	
Preliminary Engineering Report	20,000
Design/Bidding	90,000
Construction Administration	25,000
RPR (Inspection)	60,000
TOTAL PROJECT COST	$2,933,334

Project feasibility and funding will be reassessed if there is a significant change in project costs after bids are received. **Obligated grant funds not needed to complete the proposed project defined in the Project Scope will be de-obligated. Project Costs also include Contingency funds, which are to only be used to cover unexpected costs within the scope of the approved project and not expand the scope of the project if funds remain at completion.** If actual project costs exceed the project cost estimates, an additional contribution by the Owner may be necessary. An "Amended Letter of Conditions" will be issued for any significant changes to the total project budget.

4. **Project Timeline** – To ensure that the project proceeds in a timely manner, key processing milestones have been established in accordance with the PER or other Agency approved documentation. **Projects should be completed and Agency funds fully disbursed within three years of obligation**.

By accepting the terms outlined herein, you agree to adhere to the milestones specified below. If one or more of the milestones cannot be met, you must submit a written extension request to the Agency 30 days in advance, or no less than 10 calendar days before the referenced date.

Should your final payment date extend beyond three years from the obligation date, a written request must be submitted following the procedures outlined in Section VI of this letter, with a minimum of 90 days' notice before the benchmark date. The request must provide valid justification for the delay and include a revised project completion schedule. If the Agency concurs with the modification, written confirmation will be provided. The Agency reserves the right to de-obligate loan and/or grant funds, or take other appropriate action, if the established or amended deadlines are not met.

Milestone	Date
ESA Executed by Owner-Engineer-USDA	8/25/2025
All Final Design Phase Deliverables Complete, including Permit Acquisition	1/13/2026
Land & Easement Acquisition Complete	1/13/2026
Initial Advertisement for Bids	2/5/2026
Notice to Proceed with Construction Issued	4/15/2026
Substantial Completion (Contract Time)	12/11/2026
Final Completion (Project Close Out)	1/11/2027

SECTION II –Grant Agreement

5. **Grant Agreement -** The RUS Bulletin 1780-12, "Grant Agreement" will be executed prior to the first disbursement of grant funds.

The grantee understands that any property acquired or improved with Federal grant funds may have use and disposition conditions which apply to the property as provided by 2 CFR part 200 in effect at this time and as may be subsequently modified. The grantee understands that any sale or transfer of property is subject to the interest of the United States Government in the market value in proportion to its participation the project.

SECTION III –REQUIREMENTS PRIOR TO ADVERTISING FOR BIDS

6. **Organization** – The Bond Counsel transcripts of proceedings, or similar Agency-approved documentation, must show that your organization is a duly incorporated public body and has continued legal existence. Your organization must have the authority to own, construct, operate, and maintain the proposed facility, as well as for borrowing money, pledging security, and raising revenues.

7. Suspension and Debarment Screening – You will be asked to provide information on the principals of your organization. Agency staff must conduct screening for suspension and debarment of the entity, as well as its principals through the Do Not Pay Portal. A principal is defined as follows:

Principal –

(a) An officer, director, owner, partner, principal investigator, or other person within a participant with management or supervisory responsibilities related to a covered transaction; or
(b) A consultant or other person, whether or not employed by the participant or paid with federal funds, who –

(1) Is in a position to handle federal funds;
(2) Is in a position to influence or control the use of those funds; or,
(3) Occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction. (2 CFR §180.995).

If the Agency staff is unable to confirm if any of the matches belong to the principal, the staff will request the Social Security Number (SSN), or at a minimum the last four digits of the SSN, to determine if the principal is suspended or debarred.

8. Uniform Guidance Procurement Standards Requirements - In accordance with 2 CFR Part 200, you must adopt and follow a procurement policy that follows the Uniform Guidance and implement internal control processes and procedures to ensure compliance with the adopted policy. (2 CFR §200.318)

9. Environmental Requirements –At the conclusion of the proposal's environmental review process, specific action(s) were determined necessary to avoid or minimize adverse environmental impacts. The SEC completed the screening for Extraordinary Circumstances/Minimal Environmental Documentation for proposed project. Categorical Exclusion Form 1970 B Exhibit D was completed and approved by the USDA Program Director on 5/27/2025.

Mitigation Measures-

Historic Preservation: The contractor must follow and maintain a copy of the Agency's inadvertent discovery plan (attached) onsite for review as a condition of obligation to address any historic properties inadvertently discovered or affected during construction. Any excavation by the contractor that uncovers a historical or archaeological artifact or human remains shall be immediately reported to the owner and a representative of the Agency. Construction shall be temporarily halted pending the notification process and further directions issued by Agency after consultation with the State Historic Preservation Officer (SHPO). Native American Tribes must be notified if Native American artifacts and/or human remains are located.

The Contractor must comply with the environmental conditions specified in RUS Bulletin 1780-26, Exhibit B, Attachment 6, Section 19.10 (A).

Threatened and Endangered Species/Biological Resources: Contractor shall comply with the Endangered Species Act, which provides for the protection of endangered and/or threatened species and critical habitat. Should any evidence of the presence of endangered and/or threatened species or their critical habitat be brought to the attention of Contractor, Contractor will immediately report this evidence to Owner and a representative of Agency.

Construction shall be temporarily halted pending the notification process and further directions issued by Agency after consultation with the U.S. Fish and Wildlife Service.

Floodplains: When disposing of excess, spoil, or other construction materials on public or private property, Contractor shall not fill in or otherwise convert 100-year floodplain areas (Standard Flood Hazard Area) delineated on the latest Federal Emergency Management Agency Floodplain Maps, or other appropriate maps, e.g., alluvial soils on Natural Resource Conservation Service (NRCS) Soil Survey Maps.

Water Resources: If construction activities will occur in or along any streams (perennial, intermittent, or ephemeral), open water or wetlands, the applicant will coordinate with the Army Corps of Engineers and NC DEQ to determine the need for any permits prior to commencing work that could impact surface waters or wetlands. For any land disturbing activities equal to or exceeding one acre or more, an erosion and sediment control (ESC) plan must be approved by the appropriate local agency and approval official. The ESC plan must be approved by the locality prior to any land-disturbing activity at the project site. All regulated land-disturbing activities associated with the project, including on- and off-site access roads, staging areas, borrow areas, stockpiles and soil intentionally transported from the project must be covered by the project specific ESC plan.

Wetlands: When disposing of excess, spoil, or other construction materials on public or private property, Contractor shall not fill in or otherwise convert wetlands.
The project, as proposed, has been evaluated to be consistent with the National Environmental Policy Act. Other Federal, State, tribal, and local laws, regulations and/or permits may apply or be required. If the project or any project element deviates from or is modified from the originally approved project, additional environmental review may be required.

10. <u>Engineering Services</u> – You have been required to complete an Agreement for Engineering Services, which should consist of the Engineers Joint Contract Documents Committee (EJCDC) documents as indicated in RUS Bulletin 1780-26, "Guidance for the Use of EJCDC Documents on Water and Waste Projects with RUS Financial Assistance," or other approved form of agreement. The Agency will provide concurrence prior to advertising for bids and must approve any modifications to this agreement.

11. <u>Contract Documents, Final Plans, and Specifications-</u> All development will be completed by contract in accordance with applicable provisions of RUS Instruction 1780, Subpart C – Planning, Designing, Bidding, Contracting, Constructing and Inspections, (copy available upon request), and in compliance with all statutory requirements. You are responsible to share this with your engineer before pre-design.

a. The plans and specifications and all proposals required by law must be approved by the NC Department of Environmental Quality Wastewater Systems.

b. In preparing final design and providing service to the planned project area, you and your engineer will comply with all zoning and planning requirements of the appropriate governing bodies where service is to be provided.

c. The Agency will need to concur in the plans and specifications prior to advertising for bids. The Agency may require an updated cost estimate if a significant amount of time has elapsed between the original project cost estimate and advertising for bids.

d. The use of any procurement method other than competitive sealed bids must be requested in writing and approved by the Agency.

e. The contract documents must consist of the EJCDC construction contract documents as indicated in RUS Bulletin 1780-26 or other Agency-approved forms of agreement.

12. <u>Build America, Buy America (BABA) Requirements</u>- Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

a. all iron and steel permanently installed in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

b. all manufactured products permanently installed in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

c. all construction materials permanently installed are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The BABA requirement applies to the entirety of an infrastructure project even if only a portion of the project is funded by Federal funds.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers
When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements.

When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

a. applying the domestic content procurement preference would be inconsistent with the public interest.

b. the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or

c. the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

Definitions
"Construction materials" includes an article, material, or supply—other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives—that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);
- lumber; or
- drywall.

"Domestic content procurement preference'' means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

"Infrastructure" includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

''Project'' means the construction, alteration, maintenance, or repair of infrastructure in the United States.

Owners are ultimately responsible for compliance with the evidence standards as outlined in the Build America Buy America (BABA) appendix to this Letter. Owners are required to maintain records as specified in their loan or grant agreement, but in all cases, they should maintain records for a minimum of three years after the final expenditure report. Minimum records include certifications from manufacturers, the architect/engineer, and the prime contractor. Supporting documentation includes purchasing records and notes and photos taken by the Resident Project Representative (RPR). Further guidance regarding certifications will be provided by the Agency.

13. **Legal Services** –A legal services agreement is required with your attorney and bond counsel, if applicable, for any legal work needed in connection with this project. The agreement should stipulate an hourly rate for the work, with a "not to exceed" amount for the services, including reimbursable expenses. RUS Bulletin 1780-7, "Legal Services Agreement," or similar format may be used. The Agency will provide concurrence prior to advertising for bids. Any changes to the fees or services spelled out in the original agreement must be reflected in an amendment to the agreement and have prior Agency concurrence.

14. **Property Rights** - Prior to advertising for bids, you and your legal counsel must furnish satisfactory evidence that you have adequate continuous and valid control over the lands and rights-of-way needed for the project. Acquisitions of necessary land and rights must be accomplished in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act. Such control over the lands and rights will be evidenced by the following:

a. **Right-of-Way Map** – Your engineer will provide a map clearly showing the location of all lands and rights-of-way needed for the project. The map must designate public and private lands and rights and the appropriate legal ownership thereof.
b. **Form RD 442-20, "Right-of-Way Easement"** – This form, or similar format, may be used to obtain any necessary easements for the proposed project.
c. **Form RD 442-21, "Right-of-Way Certificate"** – You will provide a certification on this form that all right-of-way requirements have been obtained for the proposed project.
d. **Form RD 442-22, "Opinion of Counsel Relative to Rights-of-Way"** – Your attorney will provide a certification and legal opinion on this form addressing rights-of-way, easements, and title.
e. Preliminary Title Work (Title Opinion) – When applicable, your attorney will provide a preliminary title opinion for any property related to the facility, currently owned and to be acquired, along with copies of deeds, contracts, or options for purchasing said property. Form RD 1927-9, "Preliminary Title Opinion," may be used.

The approving official may waive title defects or restrictions, such as utility easements, that do not adversely affect the suitability, successful operation, security value, or transferability of the facility. Any such waivers must be provided by the approving official in writing prior to closing or the start of construction, whichever occurs first.

You are responsible for the acquisition of all property rights necessary for the project and for determining that prices paid are reasonable and fair. The Agency may require an appraisal by an independent appraiser or Agency employee in order to validate the price to be paid.

15. System Policies, Procedures, Contracts, and Agreements – The facility must be operated on a sound business plan which involves adopting policies, procedures, and/or ordinances outlining the conditions of service and use of the proposed system. Mandatory connection policies should be used where enforceable. The policies, procedures, and/or ordinances must contain an effective collection policy for accounts not paid in full within a specified number of days after the date of billing. They should include appropriate late fees, specified timeframes for disconnection of service, and reconnection fees. A draft of these policies, procedures, and/or ordinances must be submitted for Agency review and concurrence, along with the documents below, before closing instructions may be issued unless otherwise stated.

a. Conflict of Interest Policy – Prior to obligation of funds, you must certify in writing that your organization has in place up-to-date written standards of conduct covering conflict of interest. The standards of conduct must include disciplinary actions in the event of a violation by officers, employees, or agents of the borrower. The standards identified herein apply to any parent, affiliate or subsidiary organization of the borrower that is not a state or local government, or Indian Tribe. Policies and accompanying documents shall be furnished to Rural Development upon request.

You must also submit a disclosure of planned or potential transactions related to the use of Federal funds that may constitute or present the appearance of personal or organizational conflict of interest. Disclosure must be in the form of a written letter signed and dated by the applicant's official. A negative disclosure in the same format is required if no conflicts are anticipated.

Sample conflict of interest policies may be found at the National Council of Nonprofits website, https://www.councilofnonprofits.org/tools-resources/conflict-of-interest, or in Internal Revenue Service Form 1023, Appendix A, "Sample Conflict of Interest Policy," at http://www.irs.gov/pub/irs-pdf/i1023.pdf. Though these examples reference non-profit corporations, the requirement applies to all types of Agency borrowers.

Assistance in developing a conflict of interest policy is available through Agency-contracted technical assistance providers if desired.

Wastewater Purchase Contract – You propose to purchase wastewater treatment services from PWC of Fayetteville. This purchase arrangement must be evidenced by a wastewater treatment contract. A draft of the proposed contract must be submitted to the Agency for review and concurrence prior to advertising for bids. The draft contract must meet the requirements of RUS Instruction 1780.62.

Contracts for Other Services/Lease Agreement – Drafts of any contracts or other forms of agreements for other services, including audit, management, operation, and maintenance, or lease agreements covering real property essential to the successful operation of the facility, must be submitted to the Agency for review and concurrence prior to advertising for bids.

Other agreements with governments or other entities regarding joint operation of facilities, granting authority to Agency borrower for providing service within another entity's service area, etc. The draft agreement must receive Agency concurrence prior to advertising for bids.

Fully executed copies of any policies, procedures, ordinances, contracts, or agreements above must be submitted prior to closing, with the exception of the conflict of interest policy, which must be in place prior to obligation of funds.

16. Grant Closing Instructions – The Agency will prepare grant closing instructions as soon as the requirements of the previous paragraphs are complete. Closing instructions must be obtained prior to advertising for bids.

17. Construction Account – A separate construction account is not required for project funds. However, the recipient must be able to separately identify, report and account for all Federal funds, including the receipt, obligation and expenditure of funds, in accordance with 2 CFR 200.305. These funds must be deposited in a bank with Federal Deposit Insurance Corporation (FDIC) insurance coverage. If the balances at the financial institution where federal funds will be deposited exceeds the FDIC insurance coverage, the excess amount must be collaterally secured up to 100 percent of the highest amount of funds expected to be deposited in the account at any one time, per the Department of Treasury regulations and requirements.

18. Proposed Operating Budget – You must establish and/or maintain a rate schedule that provides adequate income to meet the minimum requirements for operation and maintenance (O and M), debt service, and reserves. Prior to advertising for bids, you must submit a proposed annual operating budget to the Agency, as well as your proposed rate schedule. The operating budget should be based on a typical year cash flow after completion of the construction phase and should be signed by the appropriate official of your organization. Form RD 442-7, "Operating Budget," or similar format may be utilized for this purpose. It is expected that O and M expenses will change over each successive year and user rates will need to be adjusted on a regular basis.

Technical assistance is available at no cost to help you evaluate and complete a rate analysis on your system. This assistance is available free to your organization. If you are interested, please contact our office for information.

19. Permits –The owner or responsible party will be required to obtain all applicable permits for the project, prior to advertising for bids. The consulting engineer must submit written evidence that all applicable permits required prior to construction have been obtained with submission to the Agency of the final plans, specifications, and bid documents.

20. Risk and Resilience Assessment/Emergency Response Plan (RRA/ERP) – The Agency requires all financed water and wastewater systems to have a RRA/ERP in place. New water or wastewater systems must provide a certification that an ERP is complete prior to the start of operation, and a certification that an RRA is complete must be submitted within one year of the start of operation. Borrowers with existing systems must provide a certification that an RRA/ERP has been completed prior to advertising for bids. Technical assistance is available in preparing these documents at no cost to you.

Before funds are drawn, you should have in place a cybersecurity plan, a supply chain plan, and a plan to comply with cybersecurity requirements of the National Institute of Standards and Technology and the Cybersecurity and Infrastructure Security Agency. These items should be addressed in the RRA/ERP.

The RRA/ERP documents themselves are not submitted to the Agency. The RRA/ERP must address potential impacts from natural disasters and other emergency events. It should include plans to address

impacts of flash flooding in areas where severe drought or wildfires occur. The documents should be reviewed and updated every five years at a minimum.

21. Bid Authorization - Once all the conditions outlined in Section III of this letter have been met, the Agency will authorize you to advertise the project for construction bids. Such advertisement must be in accordance with applicable State statutes.

SECTION IV - REQUIREMENTS PRIOR TO START OF CONSTRUCTION

22. Disbursement of Agency Funds - Agency funds will be disbursed electronically into the construction account as they are needed. SF 3881, "ACH Vendor/Miscellaneous Payment Enrollment Form," must be completed and submitted to the Agency prior to commencement of construction.

The order of disbursement is as follows: 1) Applicant contribution, 2) other funding sources, and 3) Agency grant funds.

Grant funds are to be deposited in an interest-bearing account (exception provided below) in accordance with 2 CFR Part 200 and interest in excess of $500 per year remitted to the Agency. The funds should be disbursed by the recipient immediately upon receipt, and there should be little interest accrual on the Federal funds. Recipients shall maintain advances of Federal funds in interest-bearing accounts, unless:

- The recipient receives less than $250,000 in Federal awards per year.
- The best reasonably available interest-bearing account would not be expected to earn interest in excess of $500 per year on Federal cash balances.
- The depository would require an average or minimum balance so high that it would not be feasible within the expected Federal and non-Federal cash resources.
- A foreign government or banking system prohibits or precludes interest-bearing accounts, or
- An interest-bearing account is not readily accessible (for example, due to public or political unrest in a foreign country).

23. **Bid Tabulation** – Immediately after bid opening, you must provide the Agency with the bid tabulation and your engineer's evaluation of bids and recommendations for contract awards. If the Agency agrees that the construction bids received are acceptable, adequate funds are available to cover the total project costs, and all the requirements of Section III of this letter have been satisfied, the Agency will authorize you to issue the Notice of Award.

a. **Cost Overruns –** If bids are higher than expected, or if unexpected construction problems are encountered, you must utilize all options to reduce cost overruns. Negotiations, redesign, use of bidding alternatives, rebidding or other means will be considered prior to commitment of subsequent funding by the Agency. Any requests for subsequent funding to cover cost overruns will be contingent on eligibility, program limits and the availability of funds. Cost overruns exceeding 20 percent of the development cost at time of grant approval or where the scope of the original purpose has changed will compete for funds with all other applications on hand as of that date.
b. **Excess Funds** - If bids are lower than anticipated at time of obligation, excess funds must be deobligated prior to start of construction except in the cases addressed in this paragraph. In cases where the original Engineering Report for the project included items that were not bid, or were bid as an alternate, the State Office official may modify the project to fully utilize obligated funds for those items. Amendments to the Engineering Report, ER, and Letter of Conditions may be needed for any work not included in the original project scope. In all cases, prior to start of construction, excess funds will be deobligated, with grant funds being deobligated first. Excess funds do not include contingency funds as described in this letter.

24. Suspension and Debarment Screening – In accordance with 2 CFR Part 180, Subpart C, as a condition of the transaction and the responsibilities to persons at the next lower tier with whom you enter into transactions, you must conduct screening for suspension and debarment of lower tier recipients (e.g., engineer, attorneys, vendors, contractors, interim lender, etc.).

25. **Contract Review** – Your attorney will certify that the executed contract documents, including performance and payment bonds, if required, are adequate and that the persons executing these documents have been properly authorized to do so in accordance with7 CFR 1780.61(b).

Once your attorney has certified that they are acceptable, the contract documents will be submitted to the Agency for concurrence. Construction cannot commence until the Agency has concurred in the construction contracts.

26. Final Rights of Way – Your attorney or title company must furnish a separate final title opinion or Title Insurance Policy on all real property related to the facility, now owned and to be acquired for this project, as of the day of closing or start of construction, whichever occurs first. Form RD 1927-10, "Final Title Opinion" may be used.

If any of the right-of-way forms listed previously in this letter contain exceptions that do not adversely affect the suitability, successful operation, security value, or transferability of the facility, the approving official must provide a written waiver prior to the issuance of the Notice to Proceed.

27. <u>Insurance and Bonding Requirements</u> - Prior to the start of construction or grant closing, whichever occurs first, you must acquire and submit to the Agency proof of the types of insurance [if applicable] and bond coverage for the entity shown below. The use of deductibles may be allowed, providing you have the financial resources to cover potential claims requiring payment of the deductible. The Agency strongly recommends that you have your engineer, attorney, and insurance provider(s) review proposed types and amounts of coverage, including any exclusions and deductible provisions. It is your responsibility and not that of the Agency to assure that adequate insurance and fidelity bond coverage is maintained.

a. **General Liability Insurance** – Include vehicular coverage.
b. **Workers' Compensation** – In accordance with appropriate State laws.
c. **Guaranty or Fidelity Insurance**–Coverage for all persons who have access to funds, including persons working under a contract or management agreement. Coverage may be provided either for all individual positions or persons, or through "blanket" coverage providing protection for all appropriate employees. Each position is to be insured in an amount equal to the maximum amount of funds expected to be under the control of that position at any one time. The minimum coverage allowed will be an amount equal to the total annual debt service payment on the Agency loans.) The coverage may be increased during construction based on the anticipated monthly advances.
d. **National Flood Insurance** - If the project involves acquisition or construction in a designated special flood area, the community in which the acquisition or construction is situated must be currently participating in the national flood insurance program. Additionally, if the project involves acquisition or constriction in designated special flood or mudslide prone areas, a flood insurance policy must be in place at the time of closing.
e. **Real Property Insurance** – Fire and extended coverage will normally be maintained on all structures except reservoirs, pipelines and other structures if such structures are not normally insured, and subsurface lift stations except for the value of electrical and pumping equipment. You must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds. Prior to the acceptance of the facility from the contractor(s), you must obtain real property insurance (fire and extended coverage) on all facilities identified above.

28. <u>Civil Rights Compliance Review</u> – The Agency will conduct a civil rights compliance review of the borrower prior to grant closing or start of construction, whichever occurs first, in accordance with 7 CFR 1901, Subpart E. You are expected to comply with the completion of the review, including the furnishing of any documents, records, or other applicable material.

SECTION V – REQUIREMENTS PRIOR TO GRANT CLOSING

29. Other Requirements – All requirements contained in the Agency's closing instructions, as well as any requirements of your bond counsel and/or attorney, must be met prior to closing.

a. System for Award Management. You will be required to maintain a Unique Entity ID (UEI) and maintain an active registration in the System for Award Management (SAM) database. Renewal can be completed online at: http://sam.gov. This registration must be renewed and revalidated every 12 months for as long as there is an active loan, grant, or guaranteed loan with the Agency.

To ensure the information is current, accurate and complete, and to prevent the SAM account expiration, the review and updates must be performed within 365 days of the activation date, commonly referred to as the expiration date. The registration process may take up to 10 business days. (See 2 CFR Part 25 and the "Help" section at http://sam.gov).

b. Litigation. You are required to notify the Agency within 30 days of receiving notification of being involved in any type of litigation prior to grant closing or start of construction, whichever occurs first. Additional documentation regarding the situation and litigation may be requested by the Agency.

c. Certified Operator. Evidence must be provided that your system has or will have a certified operator, as defined by applicable State or Federal requirements, available prior to the system becoming operational, or that a suitable supervisory agreement with a certified operator is in effect.

SECTION VI – REQUIREMENTS DURING CONSTRUCTION AND POST CONSTRUCTION

30. Construction Completion Timeframe – Following the benchmarks established in Section I, Item 4, Project Timeline, all projects should be completed and Agency funds fully disbursed within one year of the date of obligation. If funds are not disbursed within one year of obligation and you have not already done so per Section I, Item 4, you must submit a written request for extension of time to the Agency with adequate justification of the circumstances, including any beyond your control. The request must be submitted at least 90 days prior to the end of the one-year timeframe and include a revised estimated date of completion. The Agency will typically only allow one extension. Subsequent requests for waivers beyond the initial extension or requests that exceed five years from the initial date of obligation will be submitted to the RUS, Water and Environmental Programs for consideration. The Agency retains the right to de-obligate any grant monies, or take other appropriate action, related to unliquidated funds that exceed the timeframes above and are not under an active extension.

31. Resident Inspector(s) – Full-time inspection is required unless you request an exception. Such requests must be made in writing and the Agency must provide written concurrence. Inspection services are to be provided by the consulting engineer unless other arrangements are requested in writing and concurred with by the Agency. A resume of qualifications of any resident inspector(s) will be submitted to the owner and Agency for review and concurrence prior to the pre-construction conference. The resident inspector(s) must attend the preconstruction conference.

32. Preconstruction Conference – A preconstruction conference will be held prior to the issuance of the Notice to Proceed. The consulting engineer will review the planned development with the Agency, owner, resident inspector, attorney, contractor, other funders, and other interested parties, and will provide minutes of this meeting to the owner and Agency.

33. Inspections - The Agency requires a preconstruction conference, pre-final, final, and warranty inspections. Your engineer will schedule a warranty inspection with the contractor and the Agency before the end of the one-year warranty period to address and/or resolve any outstanding warranty issues. The Agency will conduct an inspection with you of your records management system at the same time.

34. Change Orders – A Change Order must be submitted for all modifications to the approved scope of work, including existing contracts. This includes non-physical modifications such as any time extension requests. Prior written Agency concurrence is required for all Change Orders.

35. Payments – Prior Agency concurrence is required for all invoices and requests for payment before Agency funds will be released. Requests for payment related to a contract or service agreement will be signed by the owner, project engineer, and contractor or service provider prior to Agency concurrence. Invoices not related to a construction contract or service agreement will include the owner's written concurrence.

36. Use of Remaining Funds – As stated above, applicant contribution and connection or tap fees will be the first funds expended in the project. Funds remaining after all costs incident to the basic project have been paid or provided will be handled as follows:

a. Funds remaining after the applicant contribution and connection fees may be considered in direct proportion to the amounts of funding obtained from each source. The use of Agency funding will be limited to eligible grant purposes, provided the use will not result in major changes to the original scope of work and the purpose of the grant remains the same.
b. Grant funds not expended for authorized purposes will be cancelled (de-obligated) within 30 days of final completion of project. Prior to actual cancellation, you and your attorney and engineer will be notified of the Agency's intent to cancel the remaining funds and given appropriate appeal rights.
c. Under no circumstances is it appropriate to use remaining funds as contributions to a new project outside the scope of the funded project.

37. Technical, Managerial and Financial Capacity - It is required that members of the Board of Directors, City Council members, trustees, commissioners and other governing members possess the necessary technical, managerial, and financial capacity skills to consistently comply with pertinent Federal and State laws and requirements. It is recommended members receive training within one year of appointment or election to the governing board, and a refresher training for all governing members on a routine basis. The content and amount of training should be tailored to the needs of the individual and the utility system. Technical assistance providers are available to provide this training for your organization, often at no cost. Contact the Agency for additional information.

38. Reporting Requirements Related to Expenditure of Funds - An annual audit under 2 CFR 200 Subpart F is required if you expend more than the current Single Audit threshold, currently $1,000,000, in Federal financial assistance per fiscal year. The total Federal funds expended from all sources shall be used to determine Federal financial assistance expended. You are responsible to submit the required data collection form and related information required when a Single Audit is performed and should work with the auditor to submit to the Federal Audit Clearinghouse (FAC) www.fac.gov. Expenditures of interim financing are considered Federal expenditures.

All audits are to be performed in accordance with 2 CFR Part 200, as adopted by USDA through 2 CFR Part 400. Annual organization-wide financial statements must be prepared on the accrual basis of accounting, in accordance with generally accepted accounting principles (GAAP). Further guidance on preparing an acceptable audit can be obtained from the Agency. The audit must be prepared by an independent licensed Certified Public Accountant, or a State or Federal auditor if allowed by State law and must be submitted within 30 calendar days after receipt of the auditor's report or 9 months after the end of your fiscal year end, whichever is earlier. Both the audit and accompanying management report must be submitted for review.

If an audit is required, you must enter into a written agreement with the auditor and submit a copy of that agreement to the Agency prior to the advertisement of construction bids. The audit agreement may include terms and conditions that the borrower and auditor deem appropriate; however, the agreement should include the type of audit to be completed, the time frame in which the audit will be completed, and how irregularities will be reported.

39. Statutory and National Policy Requirements – As a recipient of Federal funding, you are required to comply with U.S. statutory and public policy requirements, including but not limited to:

a. **Section 504 of the Rehabilitation Act of 1973** – Under Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), no handicapped individual in the United States shall, solely by reason of their handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Agency financial assistance.

b. **Civil Rights Act of 1964** – All borrowers are subject to, and facilities must be operated in accordance with, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and 7 CFR 1901, Subpart E, particularly as it relates to conducting and reporting of compliance reviews. Instruments of conveyance for loans and/or grants subject to the Act must contain the covenant required by Paragraph 1901.202(e) of this Title.

c. **The Americans with Disabilities Act (ADA) of 1990** – This Act (42 U.S.C. 12101 et seq.) prohibits discrimination on the basis of disability in employment, State and local government services, public transportation, public accommodations, facilities, and telecommunications.

d. **Age Discrimination Act of 1975** – This Act (42 U.S.C. 6101 et seq.) provides that no person in the United States shall on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

e. **Controlled Substances Act** - Even though state law may allow some activities, as a recipient of Federal funding, you are subject to the Controlled Substances Act. Specific questions about the Controlled Substances Act should be directed to the Servicing Official who will contact the Office of General Counsel, as appropriate.

40. <u>Compliance Reviews and Data Collection</u> – Agency financial programs must be extended without regard to race, color, religion, sex, national origin, marital status, age, or physical or mental handicap. You must display posters (provided by the Agency) informing users of these requirements, and the Agency will monitor your compliance with these requirements during regular compliance reviews.

As a recipient of Rural Development funding, you are required to post and use the Non-Discrimination Statement as directed by the Agency in your office and on all materials produced for public information, public education, and public distribution both print and non-print.

<u>Currently at a minimum use the following Non-Discrimination Statement:</u>

"This institution is an equal opportunity provider and employer."

The Agency will conduct regular compliance reviews of the borrower and its operation in accordance with 7 CFR Part 1901, Subpart E, and 36 CFR 1191, Americans with Disabilities Act (ADA) Accessibility Guidelines for Buildings and Facilities; Architectural Barriers Act (ABA) Accessibility Guidelines. Compliance reviews will typically be conducted in conjunction with the security inspections described in this letter.

If beneficiaries (users) are required to complete an application or screening for the use of the facility or service that you provide, you must request and collect data by race (American Indian or Alaska Native, Asian, Black or African American, White); ethnicity (Hispanic or Latino, Not Hispanic or Latino); and by sex. The Agency will utilize this data as part of the required compliance review.

<u>SECTION VII – REMEDIES FOR NON-COMPLIANCE</u>

Non-compliance with the conditions in this letter or requirements of your security documents will be addressed under the provisions of Agency regulations, statutes, and other applicable policies.

We look forward to working with you to complete this project. If you have any questions, please contact Kayla Lee at 910-887-3725 or by e-mail at kayla.lee@usda.gov.

Sincerely,

Kayla Lee

Kayla Lee
Area Specialist

Attachments

Cc: Community Programs Director- Julia Johnson- USDA-RD
Attorney- Rick Moorefield- Cumberland County
Engineer-Jay Meyers_ Meyers Engineering, PLLC.

FORMS and BULLETINS:

IRS Form 1023, Appendix A, "Sample Conflict of Interest Policy" - Item 15
Form RD 442-20, "Right-of-Way Easement" – Item 14
Form RD 442-21, "Right-of-Way Certificate" – Item 14
Form RD 442-22, "Opinion of Counsel Relative to Rights-of-Way" – Item 14
Form RD 1927-9, "Preliminary Title Opinion" – Item 14
Form RD 1927-10, "Final Title Opinion" – Item 27
Form RD 1940-1, "Request for Obligation of Funds" – Page 1
Form RD 1942-46, "Letter of Intent to Meet Conditions" – Page 1
SF 3881, "ACH Vendor/Miscellaneous Payment Enrollment Form" – Item 23
RUS Bulletin 1780-7, "Legal Services Agreement" – Item 13
RUS Bulletin 1780-12 "Grant Agreement" – Item 5
RUS Bulletin 1780-26, "Guidance for the Use of EJCDC Documents on Water and Waste Projects with RUS Financial Assistance" – Items 10 and 11

Appendix A
Build America, Buy America Evidence Standards

Manufacturers
For each item to which BABA applies (every item permanently installed on the project, except for aggregate and aggregate binding materials), a manufacturer's certification letter or other document demonstrating compliance is required. It must, at a minimum, identify the item being certified (short written description as well as part number, if applicable) and affirm that the item complies with BABA. This document must be signed by an authorized company representative.

Architects and Engineers
Compliance with BABA will be spelled out in agreements for services, construction contracts, and procurement contracts. Generally, the A/E contract should include, as a basic service, obtaining and maintaining all BABA documentation (particularly manufacturers' certifications) during construction, which shall be transferred to the Owner upon completion of the project. The architect or engineer will need to certify to this action at the project's end.

Resident Project Representative / Resident Inspector
As part of their duties, Resident Project Representative/Resident Inspector should be instructed to verify items delivered to the site and installed are accompanied by documentation of compliance with BABA. They should photograph items as appropriate. RPR/RI daily logs and photographs will become part of the construction record and can be used as supporting information during audits, providing evidence for items that are buried or otherwise inaccessible.

Contractors
Construction contract(s) must include a requirement to procure and install only items that comply with BABA or are subject to an approved waiver. Contractors must provide manufacturers' certifications for all BABA compliant items to the responsible party before a request for reimbursement to the Agency is made. At completion, the contractor will be required to certify that all items used on the contract complied with BABA and that all manufacturers' certifications were provided.

CUMBERLAND COUNTY
NORTH CAROLINA

SOLID WASTE MANAGEMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF AUGUST 25, 2025

TO: **BOARD OF COUNTY COMMISSIONERS**

FROM: **AMANDA LEE, PE, GENERAL MANAGER FOR NATURAL RESOURCES**

DATE: **8/14/2025**

SUBJECT: **APPROVAL OF FAST TRACK SEWER SYSTEM EXTENSION APPLICATION FOR THE GODWIN SUBDIVISION PROJECT TO THE NORCRESS SEWER SYSTEM**

BACKGROUND

The Public Utilities Department received a request from Susan Tart Property, LLC to connect a 116-lot single family home subdivision on Washburn Road in Godwin to the NORCRESS sewer system. The project consists of installation of approximately 4,854 feet of 8-inch sewer mains, 1,687 feet of 4-inch sewer force mains and 1 lift station, with all costs being paid by Susan Tart Property, LLC. A Utility Service Agreement is needed to set the guidelines between Susan Tart Property, LLC and the NORCRESS Water and Sewer District to ensure proper installation and connection to the system. Upon completion of construction of the sewer lines and lift station and written acceptance of the as-builts and certifications, the said utility mains shall be the property of NORCRESS Water and Sewer District and will be operated and maintained as part of the existing NORCRESS sewer system. The NORCRESS sewer system and the Fayetteville Public Works Commission Cross Creek Wastewater Treatment Facility have the capacity to accept the 26,100 gallons per day projected flow.

On November 4, 2024, the Board of Commissioners and the NORCRESS Water and Sewer District Govern Board approved the connection of the 116-lot Godwin Subdivision to the existing sewer system and approved the agreement for the utility services.

A Fast Track Sewer System Extension Application is needed to continue the completion of the Godwin Subdivision Connection Project.

At their August 14, 2025, Agenda Session meeting, the Board of Commissioners approved placing this item as an item of Consent on the August 25, 2025, Board of Commissioners' meeting agenda.

RECOMMENDATION / PROPOSED ACTION

The Public Utilities Division, General Manager for Natural Resources and County Management recommend the following proposed actions:

1. Approve the Fast Track Sewer System Extension Application for the Godwin Subdivision.

2. Authorize the Chairman to execute the attached Fast Track Sewer System Extension Application.

ATTACHMENTS:

Description	Type
Fast Track Sewer System Extension Application	Backup Material
Executed Agreement for Utility Services	Backup Material

JOSH STEIN
Governor
D. REID WILSON
Secretary
RICHARD E. ROGERS, JR.
Director

NORTH CAROLINA
Environmental Quality

FAST TRACK SEWER SYSTEM EXTENSION APPLICATION
INSTRUCTIONS FOR FORM: FTA 07-25 & SUPPORTING DOCUMENTATION

This application is for sewer extensions involving gravity sewers, pump stations and force mains, or any combination that has been certified by a professional engineer and the applicant that the project meets the requirements of 15A NCAC 02T and the Division's Minimum Design Criteria (Gravity Sewer & Pump Stations/Force Mains) and that **plans, specifications and supporting documents have been prepared in accordance with 15A NCAC 02T, 15A NCAC 02T .0300, Division policies, and good engineering practices.**

While **no upfront engineering design documents are required for submittal**, in accordance with 15A NCAC 02T .0305(b), design documents must be prepared prior to submittal of a fast track permit application to the Division. This would include plans, design calculations, and project specifications referenced in 15A NCAC 02T .0305 and the applicable minimum design criteria. These documents shall be immediately available upon request by the Division.

Projects that are deemed permitted (do not require a permit from the Division) are explained in 15A NCAC 02T.0303.

Projects not eligible for review via the fast track process (must be submitted for full technical review):

- Projects that do not meet any part of the minimum design criteria (MDC) documents;
- Projects that involve more than one variance from the requirements of 15A NCAC 02T;
- Pressure sewer systems utilizing simplex septic tank-effluent pumps (STEPs) or simplex grinder pumps;
- Simplex STEP or simplex grinder pumps connecting to pressurized systems (e.g. force mains);
- Vacuum sewer systems.

Track your application status by clicking this hyperlink when viewing this page digitally: Crystal Reports Viewer

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General – When submitting an application, please use the following instructions as a checklist in order to ensure all required items are submitted. Adherence to these instructions and checking the provided boxes will help produce a quicker review time and reduce the amount of requested additional information. **Failure to submit all required items will necessitate additional processing and review time, and may result in return of the application**. Unless otherwise noted, the Applicant shall submit one original (physical) and one digital copy of the application and supporting documentation.

A. One Original and One Digital Copy of Application and Supporting Documents

☐ Required unless otherwise noted. Signatures on original must be "wet ink" or secure digital signatures. Please do not submit engineering design plans with the application unless specifically requested.

☐ Please do not submit this checklist as part of your application.

☒ Submission of the Digital Application may be in a singular PDF format. Please contact your applicable Regional Office for further information.

B. Cover Letter/Narrative Description (Required for All Application Packages):

☒ List all items included in the application package, as well as a brief description of the requested permitting action.

- Be specific as to the system type, number of homes served, flow allocation required, etc.
- Include the permit number/status of any other required sewer permits (downstream/upstream)
- If necessary for clarity, include attachments to the application form.
- If the project is funded by American Rescue Plan Act (ARPA) funds, please include the ARPA project number in the cover letter and in parentheses under Project Name (Section II.1. of the application).

C. Application Fee (All New and Modification Application Packages):

☒ Submit a check or money order dated within 90 days of application submittal and made payable to North Carolina Department of Environmental Quality (NCDEQ). The appropriate fee amount for new and major modification applications may be found at: Water Quality Permitting Project Fees.

- Payable to North Carolina Department of Environmental Quality (NCDEQ)

D. Fast Track Application (Required for All Application Packages, Form FTA 07-25):

☒ Submit the completed and appropriately executed application.

- If necessary for clarity or due to space restrictions, attachments to the application may be made.

☐ If the Applicant Type in Item I.2 is a corporation or company, provide documentation it is registered for business with the North Carolina Secretary of State.

☐ If the Applicant Type in Item I.2 is a partnership or d/b/a, enclose a copy of the certificate filed with the Register of Deeds in the county of business.

☒ The Project Name in Item II.1 shall be consistent with the project name on the flow acceptance letters, agreements, etc.

☒ The Professional Engineer's Certification on Page 5 of the application shall be signed, sealed and dated by a North Carolina licensed Professional Engineer.

☒ The Applicant's Certification on Page 5 of the application shall be signed in accordance with 15A NCAC 02T .0106(b). Per 15A NCAC 02T .0106(c), an alternate person may be designated as the signing official if a delegation letter is provided from a person who meets the criteria in 15A NCAC 02T .0106(b).

E. Variance or Flow Reduction Approval

☐ If a Variance or Flow Reduction Approval is required for permitting, the application for these must be submitted and approval received BEFORE submission of FTA 07-25. An FTA 07-25 is not considered complete without the inclusion of these approvals and will be returned. **Submission of FTA 07-25 and supporting documents to the regional office is only allowed once the variance or flow reduction has been approved by the Central Office. Submission prior will result in the application being returned.**

F. Flow Tracking/Acceptance Form (Form: FTSE 03-25) (If Applicable):

☒ Submit the completed and executed FTSE form from the owners of the downstream sewers and treatment facility.

- Multiple forms maybe required where the downstream sewer owner and wastewater treatment facility are different.
- The flow acceptance indicated in form FTSE must not expire prior to permit issuance and must be dated less than one year prior to the application date.
- Submittal of this application and form FTSE indicates that owner has adequate capacity and will not violate G.S. 143-215.67(a).
- Intergovernmental agreements or other contracts will not be accepted in lieu of a project-specific FTSE.

G. Site Maps (All Application Packages):

☒ Include a color aerial photo-style map showing general project area (such as street names or latitude/longitude) and nearest surface waters so that Division staff can easily locate it in the field. Map should clearly show proposed project area with indication lines or shading.

- General location of the project components (gravity sewer, pump stations, & force main)
- Downstream connection points and permit number (if known) for the receiving sewer
- Indication of full project area marked clearly

H. Existing Permit (Application Packages for Modifications to an Existing Permit):

☐ Submit a copy of the most recently issued existing permit.

☐ **Include a descriptive and clear narrative identifying the previously permitted items to remain in the permit, items to be added, and/or items to be modified** (the application form itself should include only include items to be added/modified). The narrative should also include whether any previously permitted items have been certified.

☐ **The narrative should clearly identify the requested permitting action and accurately describe the sewers to be listed in the final permit.**

I. Power Reliability Plan (Required if portable reliability option utilized for Pump Station):

☐ Per 15A NCAC 02T .0305(h)(1), submit documentation of power reliability for pumping stations.

- This alternative is only available for average daily flows less than 15,000 gallons per day
- It shall be demonstrated to the Division that the portable source is owned or contracted by the applicant and is compatible with the station. The Division will accept a letter signed by the applicant (see 15A NCAC 02T .0106(b)) or proposed contractor, stating that "the portable power generation unit or portable, independently-powered pumping units, associated appurtenances and personnel are available for distribution and operation of this pump station."
- **If the portable power source or pump is dedicated to multiple pump stations, an evaluation of all the pump stations' storage capacities and the rotation schedule of the portable power source or pump, including travel timeframes, shall be provided in the case of a multiple station power outage. (Required at time of certification)**

J. Certificate of Public Convenience and Necessity (All Application Packages for Privately-Owned Public Utilities):

- ☐ Per 15A NCAC 02T .0115(a)(1) provide the Certificate of Public Convenience and Necessity from the North Carolina Utilities Commission demonstrating the Applicant is authorized to hold the utility franchise for the area to be served by the sewer extension, or
- ☐ Provide a letter from the North Carolina Utilities Commission's Water and Sewer Division Public Staff stating an application for a franchise has been received and that the service area is contiguous to an existing franchised area or that franchise approval is expected.

K. Operational Agreements (Applications from HOA/POA and Developers for lots to be sold):

- ☐ Home/Property Owners' Associations
  - ☐ Per 15A NCAC 02T .0115(c), submit the properly executed Operational Agreement (FORM: HOA).
  - ☐ Per 15A NCAC 02T .0115(c), submit a copy of the Articles of Incorporation, Declarations and By-laws.
- ☐ Developers of lots to be sold
  - ☐ Per 15A NCAC 02T .0115(b), submit the properly executed Operational Agreement (FORM: DEV).

For more information, visit the Division's collection systems website

THE COMPLETED APPLICATION PACKAGE INCLUDING ALL SUPPORTING INFORMATION AND MATERIALS, SHOULD BE SENT TO THE APPROPRIATE REGIONAL OFFICE:

REGIONAL OFFICE	ADDRESS	COUNTIES SERVED
Asheville Regional Office Water Quality Section	2090 US Highway 70 Swannanoa, North Carolina 28778-8211 (828) 296-4500 (828) 299-7043 Fax	Avery, Buncombe, Burke, Caldwell, Cherokee, Clay, Graham, Haywood, Henderson, Jackson, Macon, Madison, McDowell, Mitchell, Polk, Rutherford, Swain, Transylvania, Yancey
Fayetteville Regional Office Water Quality Section	225 Green Street Suite 714 Fayetteville, North Carolina 28301-5095 (910) 433-3300 (910) 486-0707 Fax	Anson, Bladen, Cumberland, Harnett, Hoke, Montgomery, Moore, Robeson, Richmond, Sampson, Scotland
Mooresville Regional Office Water Quality Section	610 E. Center Avenue Mooresville, North Carolina 28115 (704) 663-1699 (704) 663-6040 Fax	Alexander, Cabarrus, Catawba, Cleveland, Gaston, Iredell, Lincoln, Mecklenburg, Rowan, Stanly, Union
Raleigh Regional Office Water Quality Section	3800 Barrett Drive Raleigh, North Carolina 27609 (919) 791-4200 (919) 571-4718 Fax	Chatham, Durham, Edgecombe, Franklin, Granville, Halifax, Johnston, Lee, Nash, Northampton, Orange, Person, Vance, Wake, Warren, Wilson
Washington Regional Office Water Quality Section	943 Washington Square Mall Washington, North Carolina 27889 (252) 946-6481 (252) 975-3716 Fax	Beaufort, Bertie, Camden, Chowan, Craven, Currituck, Dare, Gates, Greene, Hertford, Hyde, Jones, Lenoir, Martin, Pamlico, Pasquotank, Perquimans, Pitt, Tyrrell, Washington, Wayne
Wilmington Regional Office Water Quality Section	127 Cardinal Drive Extension Wilmington, North Carolina 28405 (910) 796-7215 (910) 350-2004 Fax	Brunswick, Carteret, Columbus, Duplin, New Hanover, Onslow, Pender
Winston-Salem Regional Office Water Quality Section	450 W. Hanes Mill Road Suite 300 Winston-Salem, North Carolina 27105 (336) 776-9800 (336) 776-9797 Fax	Alamance, Alleghany, Ashe, Caswell, Davidson, Davie, Forsyth, Guilford, Rockingham, Randolph, Stokes, Surry, Watauga, Wilkes, Yadkin

JOSH STEIN
Governor
D. REID WILSON
Secretary
RICHARD E. ROGERS, JR.
Director

NORTH CAROLINA
Environmental Quality

FAST TRACK SEWER SYSTEM EXTENSION APPLICATION
FTA 07-25 & SUPPORTING DOCUMENTATION

Application Number: _____ (to be completed by DWR)

All items must be completed with all applicable information, or the application will be returned
DO NOT SEND ENGINEERING PLANS UNLESS REQUESTED

I. APPLICANT INFORMATION:

1. Applicant's name: Norcress Water and Sewer District (company, municipality, HOA, utility, etc.)
2. Applicant type: ☐ Individual ☐ Corporation ☐ General Partnership ☐ Privately-Owned Public Utility ☐ Federal ☐ State/County ☒ Municipal ☐ Other
3. Signature authority's name: Kirk deViere per 15A NCAC 02T .0106(b) Title: Chairman
4. Applicant's mailing address: 130 Gillespie St., Suite 214 City: Fayetteville State: NC Zip: 28301-____
5. Applicant's contact information: Phone number: (910) 678-7637 Email Address: ahall@cumberlandcountync.gov

II. PROJECT INFORMATION:

1. Project name: Godwin Subdivision
2. Application/Project status: ☒ Proposed (New Permit) ☐ Existing Permit/Project ☐ ARPA funded ☐ S.L. 2023-134 funded
3. If a modification, provide the existing permit number: WQ00_____ and issued date: _____,

   For modifications, also attach a detailed narrative description and copy of original permit as described in Item G of the checklist.

   If new construction, but part of a master plan, provide the existing permit number: WQ00_____

   If ARPA or S.L. 2023-134 funded, provide the project number: _____
4. County where project is located: Cumberland
5. Approximate Coordinates (Decimal Degrees): Latitude: 35.219073° Longitude: -78.677011°
6. Parcel ID (if applicable): 0593-65-7760 (or Parcel ID to closest downstream sewer)

III. CONSULTANT INFORMATION:

1. Professional Engineer: Donald L. Curry, Jr., PE License Number: 026970 Firm: Curry Engineering

   Mailing address: 205 S. Fuquay Ave. City: Fuquay-Varina State: NC Zip: 27526-____

   Phone number: (919) 552-0849 Email Address: don@curryeng.com

IV. WASTEWATER TREATMENT FACILITY (WWTF) INFORMATION:

1. Facility Name: Cross Creek WWTF Permit Number: Permit NC 0023957

   Owner Name: Fayetteville PWC

V. RECEIVING DOWNSTREAM SEWER INFORMATION:

1. Permit Number(s): WQ_____
2. Downstream (Receiving) Sewer Information: _____ inch ☐ Gravity ☐ Force Main
3. System Wide Collection System Permit Number(s) (if applicable): WQCS00353

   Owner Name(s): Norcress Water and Sewer District

VI. GENERAL REQUIREMENTS

1. If the Applicant is a Privately-Owned Public Utility, has a Certificate of Public Convenience and Necessity been attached?

   ☐ Yes ☐ No ☒ N/A

2. If the Applicant is a Developer of lots to be sold, has a Developer's Operational Agreement (FORM: DEV) been attached?

   ☐ Yes ☐ No ☒ N/A

3. If the Applicant is a Home/Property Owners' Association, has an HOA/POA Operational Agreement (FORM: HOA) and supplementary documentation as required by 15A NCAC 02T.0115(c) been attached?

   ☐ Yes ☐ No ☒ N/A

4. Origin of wastewater: (check all that apply):

☒ Residential (Individually Owned)	☐ Retail (stores, centers, malls)	☐ Car Wash
☐ Residential (Leased)	☐ Retail with food preparation/service	☐ Hotel and/or Motels
☐ School / preschool / day care	☐ Medical / dental / veterinary facilities	☐ Swimming Pool/Clubhouse
☐ Food and drink facilities	☐ Church	☐ Swimming Pool/Filter Backwash
☐ Businesses / offices / factories	☐ Nursing Home	☐ Other (Explain in Attachment)

5. Nature of wastewater : 100 % Domestic _____% Commercial _____ % Industrial (See 15A NCAC 02T .0103(20))
   If Industrial, is there a Pretreatment Program in effect? ☐ Yes ☐ No

6. Has a flow reduction been approved under 15A NCAC 02T .0114(f)? ☐ Yes ☒ No
   - **If yes, provide a copy of flow reduction approval letter with this application**

7. Summarize wastewater generated by project (per 15A NCAC 02T .0114 and G.S. 143-215.1):

Establishment Type (see 02T.0114(f))	Daily Design Flow [a,b]	No. of Units	Flow
Single-Family Residential Dwelling Units	225 gal/3 bedroom home	116	26,100 GPD
	gal/		GPD
	gal/		GPD
	gal/		GPD
	gal/		GPD
	gal/		GPD
		Total	26,100 GPD

- Do not include future flows or previously permitted allocations

a See 15A NCAC 02T .0114(b), (d), (e)(1) and (e)(2) for caveats to wastewater design flow rates (i.e. proposed unknown non-residential development uses; public access facilities located near high public use areas; and residential property located south or east of the Atlantic Intracoastal Waterway to be used as vacation rentals as defined in G.S. 42A-4).

b Per 15A NCAC 02T .0114(c), design flow rates for establishments not identified [in table 15A NCAC 02T.0114] shall be determined using available flow data, water using fixtures, occupancy or operation patterns, and other measured data.

If permitted flow is zero, please indicate why:

☐ Pump Station/Force Main or Gravity Sewer where flow will be permitted in subsequent permits that connect to this line. Please provide supplementary information indicating the approximate timeframe for permitting upstream sewers with flow.

☐ Flow has already been allocated in Permit Number: _____ Issuance Date: _____

☐ Rehabilitation or replacement of existing sewers with no new flow expected

☐ Other (Explain): _____

A Flow Tracking/Acceptance Form is still required for scenarios where the permitted flow is zero to assure downstream capacity for future flow. For any cases that may arise where the permitted flow is zero, please contact your Regional Office for further instruction prior to submittal of the application to minimize delay of review and approval.

VII. GRAVITY SEWER DESIGN CRITERIA (If Applicable) - 02T .0305 & MDC (Gravity Sewers):

1. Summarize gravity sewer to be permitted:

Size (inches)	Length (feet)	Material
8"	4854	PVC

- Section II & III of the MDC for Permitting of Gravity Sewers contains information related to design criteria
- Section III contains information related to minimum slopes for gravity sewer(s)
- **Oversizing lines to meet minimum slope requirements is not allowed and a violation of the MDC**

VIII. PUMP STATION DESIGN CRITERIA (If Applicable) – 02T .0305 & MDC (Pump Stations/Force Mains):

PROVIDE A SEPARATE COPY OF THIS PAGE FOR EACH ADDITIONAL PUMP STATION INCLUDED IN THIS PROJECT

1. Pump station number or name: 1
2. Approximate Coordinates (Decimal Degrees): Latitude: 35.223454° Longitude: -78.675302°
3. Total number of pumps at the pump station: 2
4. Design flow of the pump station: 0.1044 millions gallons per day (firm capacity)
   - This should reflect the total GPM for the pump station with the largest pump out of service.
5. Operational point(s) per pump(s): 100 gallons per minute (GPM) at 34 feet total dynamic head (TDH)
6. Summarize the force main to be permitted (for this Pump Station):

Size (inches)	Length (feet)	Material
4"	1687	C900 PVC

If any portion of the force main is less than 4-inches in diameter, please identify the method of solids reduction per MDCPSFM Section 2.01C.1.b. ☒ Grinder Pump ☐ Mechanical Bar Screen ☐ Other (please specify) _____

7. Power reliability in accordance with 15A NCAC 02T .0305(h)(1):

☒ Standby power source or ☐ Standby pump

- Must have automatic activation and telemetry - 15A NCAC 02T.0305(h)(1)(B):
- Required for all pump stations with an average daily flow greater than or equal to 15,000 gallons per day
- **Must be permanent to facility** and may not be portable

Or if the pump station has an average daily flow less than 15,000 gallons per day 15A NCAC02T.0305(h)(1)(C):

☐ Portable power source with manual activation, quick-connection receptacle and telemetry -

or

☐ Portable pumping unit with plugged emergency pump connection and telemetry:

- Include documentation that the portable source is owned or contracted by the applicant and is compatible with the station.
- If the portable power source or pump is dedicated to multiple pump stations, an evaluation of all the pump stations' storage capacities and the rotation schedule of the portable power source or pump, including travel timeframes, shall be provided as part of this permit application in the case of a multiple station power outage.

IX. SETBACKS & SEPARATIONS – (02B .0200 & 15A NCAC 02T .0305(f)):

15A NCAC 02T.0305(f) contains minimum separations that shall be provided for sewer systems:

Setback Parameter*	Separation Required
Storm sewers and other utilities not listed below (vertical)	18 inches
[2]Water mains (vertical - water over sewer preferred, including in benched trenches)	18 inches
[2]Water mains (horizontal)	10 feet
Reclaimed water lines (vertical - reclaimed over sewer)	18 inches
Reclaimed water lines (horizontal - reclaimed over sewer)	2 feet
**Any private or public water supply source, including any wells, WS-I waters of Class I or Class II impounded reservoirs used as a source of drinking water, and associated wetlands.	100 feet
**Waters classified WS (except WS-I or WS-V), B, SA, ORW, HQW, or SB from normal high water (or tide elevation) and wetlands associated with these waters (see item IX.2)	50 feet
**Any other stream, lake, impoundment, or ground water lowering and surface drainage ditches, as well as wetlands associated with these waters or classified as WL.	10 feet
Any building foundation (horizontal)	5 feet
Any basement (horizontal)	10 feet
Top slope of embankment or cuts of 2 feet or more vertical height	10 feet
Drainage systems and interceptor drains	5 feet
Any swimming pools	10 feet
Final earth grade (vertical)	36 inches

- If noncompliance with 02T.0305(f) or (g), see Section X.1 of this application

*15A NCAC 02T.0305(g) contains alternatives where separations in 02T.0305(f) cannot be achieved. Please check "yes" below if these alternatives are used and provide narrative information to explain.

**Stream classifications can be identified using the Division's NC Surface Water Classifications webpage

1. Does the project comply with all separations/alternatives found in 15A NCAC 02T .0305(f) & (g)? ☒ Yes ☐ No

2. Does this project comply with the minimum separation requirements for water mains? ☒ Yes ☐ No ☐ N/A
   - If no, please refer to 15A NCAC 18C.0906(f) for documentation requirements and submit a separate document, signed/sealed by an NC licensed PE, verifying the criteria outlined in that Rule.

3. Does the project comply with separation requirements for wetlands? ☒ Yes ☐ No ☐ N/A
   - Please provide supplementary information identifying the areas of non-conformance.
   - See the Division's draft separation requirements for situations where separation cannot be met.
   - No variance is required if the alternative design criteria specified is utilized in design and construction.

4. Is the project located in a river basin subject to any State buffer rules or Trout Buffered Streams per 15A NCAC 2B.0202?
   ☐ Yes Basin name: _____ ☒ No
   If yes, does the project comply with setbacks found in the river basin rules per 15A NCAC 02B .0200? ☐ Yes ☐ No

5. Does the project require coverage/authorization under a 404 Nationwide/individual permits or 401 Water Quality Certifications? ☒ Yes ☐ No
   - Please provide the permit number/permitting status in the cover letter if coverage/authorization is required.

6. Does project comply with 15A NCAC 02T.0105(c)(6) (additional permits/certifications)? ☐ Yes ☒ No
   Per 15A NCAC 02T.0105(c)(6), directly related environmental permits or certification applications must be being prepared, have been applied for, or have been obtained. Issuance of this permit is contingent on issuance of dependent permits (erosion and sedimentation control plans, stormwater management plans, etc.).

7. Does this project include any sewer collection lines that are deemed "high-priority?" ☐ Yes ☒ No
   Per 15A NCAC 02T.0402, "high-priority sewer" means any aerial sewer, sewer contacting surface waters, siphon, or sewers positioned parallel to streambanks that are subject to erosion that undermines or deteriorates the sewer. **Siphons and sewers suspended through interference/conflict boxes require a variance approval.**
   - If yes, include an attachment with details for each line, including type (aerial line, size, material, and location).

   High priority lines shall be inspected by the permittee or its representative at least once every six-months and inspections documented per 15A NCAC 02T.0403(a)(5) or the permittee's individual System-Wide Collection permit.

X. CERTIFICATIONS:

1. Does the submitted system comply with 15A NCAC 02T, the Minimum Design Criteria for the Permitting of Pump Stations and Force Mains (latest version), and the Gravity Sewer Minimum Design Criteria (latest version) as applicable?

   ☒ Yes ☐ No

   If no, you must provide the application number of the variance pending approval in order to proceed with this application. Variance No. WQSV_____. The Variance/Alternative Sewer Application form is available on the Sewer Extension Permitting website. **Projects requiring two or more variances, or a variance determined by the Division to be a significant portion of the project, may be required to submit the project for a full technical review**.

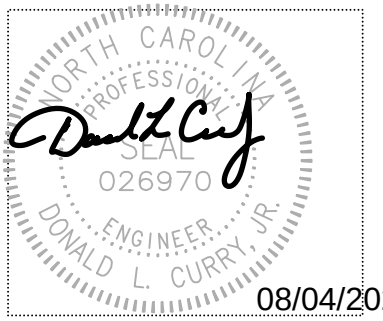
2. Professional Engineer's Certification:

   I, Donald L. Curry, Jr., PE, attest that this application for Godwin Subdivision
   (Professional Engineer's name from Application Item III.1.) (Project Name from Application Item II.1)

   has been reviewed by me and is accurate, complete and consistent with the information supplied in the plans, specifications, engineering calculations, and all other supporting documentation to the best of my knowledge. I further attest that to the best of my knowledge the proposed design has been prepared in accordance with the applicable regulations, Minimum Design Criteria for Gravity Sewers (latest version), and the Minimum Design Criteria for the Fast-Track Permitting of Pump Stations and Force Mains (latest version). Although other professionals may have developed certain portions of this submittal package, inclusion of these materials under my signature and seal signifies that I have reviewed this material and have judged it to be consistent with the proposed design.

   NOTE – In accordance with General Statutes 143-215.6A and 143-215.6B, any person who knowingly makes any false statement, representation, or certification in any application package shall be guilty of a Class 2 misdemeanor, which may include a fine not to exceed $10,000, as well as civil penalties up to $25,000 per violation. Misrepresentation of the application information, including failure to disclose any design non-compliance with the applicable Rules and design criteria, may subject the North Carolina-licensed Professional Engineer to referral to the licensing board. (21 NCAC 56.0701)

   North Carolina Professional Engineer's seal, signature, and date:

3. Applicant's Certification per 15A NCAC 02T .0106(b):

   I, _____, attest that this application for _____
   (Signature Authority Name from Application Item I.3.) (Project Name from Application Item II.1)

   attest that this application has been reviewed by me and is accurate and complete to the best of my knowledge. I understand that if all required parts of this application are not completed and that if all required supporting documentation and attachments are not included, this application package is subject to being returned as incomplete. I understand that any discharge of wastewater from this non-discharge system to surface waters or the land will result in an immediate enforcement action that may include civil penalties, injunctive relief, and/or criminal prosecution. I will make no claim against the Division of Water Resources should a condition of this permit be violated. I also understand that if all required parts of this application package are not completed and that if all required supporting information and attachments are not included, this application package will be returned to me as incomplete.

   NOTE – In accordance with General Statutes 143-215.6A and 143-215.6B, any person who knowingly makes any false statement, representation, or certification in any application package shall be guilty of a Class 2 misdemeanor, which may include a fine not to exceed $10,000 as well as civil penalties up to $25,000 per violation.

Signature: _____ Date: _____

NORTH CAROLINA
CUMBERLAND COUNTY

AGREEMENT FOR UTILITY SERVICE(S)

THIS AGREEMENT, made this 4th day of November, 2024 by and between the NORCRESS Water and Sewer District (hereinafter called "DISTRICT") and Susan Tart Property, LLC (hereinafter called "APPLICANT")

WITNESSETH

WHEREAS, APPLICANT desires public utility services from DISTRICT as selected below. (check all that apply)

- ☐ Water and/or Sewer Utility Extension
- ☐ Water Service
- ☒ Sewer Service

NOW THEREFORE, in consideration of the premises and of the mutual agreements hereinafter set forth, the parties hereby agree and contract as follows:

DEFINITION OF DISTRICT'S AGENTS. Throughout this Agreement, any reference to "Agent" or "DISTRICT'S Agent" shall mean any worker, employee, official, contractor, consultant or operator of DISTRICT'S water and sewer services or systems whether employed, hired, or contracted by DISTRICT or Cumberland County on behalf of DISTRICT.

Article 1: Water and/or Sewer Utility Extension

As selected above, APPLICANT hereby requests installation of water and/or sanitary sewer utility services as described in Exhibit "I", Project Summary, and is subject to the following terms and conditions:

A. APPLICANT shall perform all work necessary to accomplish the proposed utility extension including, but not limited to, design, specifications, permitting and construction. Applicant will furnish all material, perform all labor, and pay all costs to construct, by a contractor licensed to perform utilities construction in North Carolina, to DISTRICT'S rules currently in effect and approved by the DISTRICT'S governing board, all applicable local codes and ordinances, the current service provider, and State regulations and laws for those utilities. The work shall be completed in accordance with this Agreement. The DISTRICT or its Agent will review and inspect work performed by APPLICANT to assure that the work meets the purpose for which it is intended and is in compliance with all requirements and conditions contained herein. Such review and approval will not relieve APPLICANT from complying with all said conditions and requirements.

B. Such construction shall be undertaken and completed as soon as practicable, and not later than one year from date of this agreement, unless delayed or prevented by acts of God, or other things beyond APPLICANT's control. In the event that construction is not completed one year from date of this agreement, then DISTRICT, through the Director of the Cumberland County Public Utilities Department may extend the agreement upon such terms and conditions as the Director deems necessary.

C. Fees shall be paid by APPLICANT for services provided by DISTRICT, the service provider, or its Agent for the following:

(1) review and approval of plans, specifications, and necessary documents, to include final review of the required documents to assure that DISTRICT has legal title to necessary rights-of-way and easements;

(2) review and approval of the Bill of Sale provided by APPLICANT, and acceptance of the utility extensions by DISTRICT;

(3) and daily inspection of the construction in progress, as needed to ensure that construction of the utility extensions are in accordance with this Agreement, the Plans and Specifications, and any other DISTRICT requirements;

(4) conduction of pre-flush required pressure tests, any retesting which may be necessary, and sampling of the completed extension after flushing for submittal to the State, or a certified testing laboratory, for bacteriological examination;

(5) conduction of required pressure tests, after flushing, and any retesting of sewer system improvement which may be necessary;

(6) approval of the sewer video taping schedule, supervision of video taping and revisions/approval of the completed tape and log sheets;

(7) final inspection of the completed extension and preparation of the inspection report, which shall set forth any deficiencies that may exist;

(8) reinspection of any deficient work;

(9) review of the water and/or sewer as-built construction drawings; and

(10) reinspection at the end of the one-year warranty period.

D. Materials and equipment shall be new and shall be as specified in this Agreement, the plans and specifications, the service providers standards, or if not specified, of a quality approved by DISTRICT. All materials and equipment furnished are warranted by APPLICANT as new and in accordance with this Agreement and the approved plans and specifications, and suitable for the intended purpose. In addition, APPLICANT, shall furnish DISTRICT copies of the supplier's warranty and shall adopt the same as the warranty of APPLICANT, and shall also be liable thereon to DISTRICT.

E. Connection to DISTRICT's water and/or sanitary sewer system of buildings constructed after the date of this agreement on parcels of land that are subject to the Cumberland County's Subdivision Ordinance shall be governed by the requirements of Cumberland County's Subdivision Ordinance.

F. Upon satisfactory completion of construction of said water and/or sanitary sewer mains and written acceptance of such construction by DISTRICT, said utility mains shall be the property solely of DISTRICT and DISTRICT will maintain same after the one (1) year warranty set forth below has expired. To accurately value the assets being transferred, APPLICANT shall complete and submit a preliminary Statement of Project Cost Form attached as Exhibit "II" to DISTRICT at time of submittal and a final certified form at project completion.

G. Warranty: APPLICANT shall warrant that the water and/or sanitary sewer utilities to be owned by DISTRICT shall be free from any defects in materials and workmanship. APPLICANT also warrants that it shall be solely responsible for the repair of any damage caused by its agents or employees. Said warranties shall remain in full force and effect for a period of one (1) year from the date of final acceptance of the facilities by DISTRICT. In the event it becomes necessary to repair and/or replace any of the facilities during the initial one (1) year period, such repair and/or replacement shall be at APPLICANT's sole expense and the warranty as to those items repaired and/or replaced shall continue to remain in effect for an additional period of one (1) year from the date of final acceptance by DISTRICT of those repairs and/or replacements. If DISTRICT must repair and/or replace said utilities during the warranty period due to response time requirements, DISTRICT shall bill APPLICANT for work completed and APPLICANT shall remit payment therefore within thirty (30) days of the date of the invoice.

H. Water and/or sanitary sewer connections to structures along said utility mains from service laterals installed by APPLICANT will not be made nor will such service be activated until all work to be performed by APPLICANT has been satisfactorily completed and written acceptance of such work is given by DISTRICT. Also, if a water main is extended pursuant to this agreement, it must be tested and sterilized by APPLICANT'S contractor before activation of any water service from said water main.

I. Water and/or sanitary sewer service will be supplied to structures now or hereafter located along said utility mains in accordance with DISTRICT's rules, regulations, and rate schedules applicable to such structures and currently in effect at the time of application for service. If all normal DISTRICT fees and charges for installation and activation of such services have been paid by applicants for said services, DISTRICT will thereafter use its best efforts to supply water to said structures at good operating pressure, but in no event shall DISTRICT be liable for failure to do so, it being understood that all such original operating fees, charges, rates, etc., are, solely at DISTRICT's discretion, subject to change by DISTRICT.

I. Any replacements or adjustments in elevations and grades of those water and/or sanitary sewer service laterals, including water meters and boxes and sanitary sewer cleanout stacks, which were originally installed by APPLICANT'S contractor in accordance with approved plans by APPLICANT's engineer, shall be at APPLICANT's expense; and the determination of DISTRICT that such replacements or adjustments are required shall be final and binding on APPLICANT.

J. During construction of project, APPLICANT will be responsible and pay DISTRICT as invoiced for any and all damages to DISTRICT utilities and materials except when such damages are caused by DISTRICTS forces. APPLICANT shall remit payment therefore within thirty (30) days of the date of the invoice.

K. APPLICANT'S contractor shall be responsible for complying with any and all statutes, rules, regulations or ordinances, which may be imposed by other governmental agencies (local, state and federal), which have jurisdiction. APPLICANT shall hold harmless DISTRICT against any claims, fines or civil penalties resulting from APPLICANT'S contractor's failure to comply with said regulations.

L. The Water and Sewer Utility Extension is further illustrated in Exhibit "III", Water and Sewer Utility Extension Map. APPLICANT shall be responsible for costs (engineering, materials, design, etc.) associated with major design changes that deviate from Exhibit "II" and the attached map as identified in Exhibit "III".

Article 2: General Terms and Conditions

AUTHORITY:

DISTRICT shall have general authority over the work to be accomplished under this Agreement, provided nothing contained in this Agreement shall be construed to require DISTRICT to direct the method or manner of performing any work by APPLICANT. Incident to this general authority, DISTRICT may engage engineers and contractors to observe construction, inspect, test, and evaluate any construction performed by APPLICANT's contractors and assist APPLICANT'S contractors with correcting or completing any construction if DISTRICT determines the construction by APPLICANT'S contractors creates a risk of harm to DISTRICT'S water or sewer system for which APPLICANT'S extension is permitted. APPLICANT shall be responsible for the costs incurred by DISTRICT for this purpose.

DISTRICT shall decide all questions pertaining to the interpretation of this Agreement and the approved plans and specifications prepared thereto, the quality or acceptability of materials furnished, and work performed under this Agreement on the part of APPLICANT. The decision of DISTRICT on such matters shall be final.

All work under this Agreement shall be performed to the satisfaction of DISTRICT, and the decision by DISTRICT as to whether the work has been performed in a satisfactory manner shall be final.

DISTRICT may stop work under this Agreement whenever, in its opinion, such stoppage is necessary to ensure proper performance of this Agreement. DISTRICT may also reject all work and materials which, in its opinion, do not conform to this Agreement.

DETERMINATION OF "OR EQUAL"

DISTRICT or its Agent shall be the sole judge of the questions of "or equal" of any supplies, materials or equipment proposed by APPLICANT. APPLICANT shall pay to DISTRICT the costs of test and evaluations needed to determine the acceptability of alternates proposed by APPLICANT.

STOPPAGE OF WORK

If APPLICANT performs any work contrary to this Agreement, laws, ordinances, rules, or regulations; or, prior to obtaining any necessary permits or other required permission, DISTRICT may order the work stopped.

INSPECTIONS AND TESTS

Inspection by DISTRICT or its Agent is required for various aspects of the utility system. Such aspects include, but are not limited to: water and/or sewer main pipe laying operations, installation of sleeves, couplers and adapters on pipe, pipe bedding and backfilling, casings, concrete encasement or other special installations, repairs to water and/or sewer utilities, all water main fittings with concrete blocking, pressure testing water mains, water main purity samples after flushing, main wet taps, any cut-in's on existing water mains, hydrant installations, water service installations, vault installations and appurtenances, hole cuts on sanitary sewer pipe, manhole installations and pipe connections, manhole vacuum testing, manhole core drilling, air testing sewer main and side sewer stubs, flushing/cleaning sewer mains and CCTV inspection, grease/oil-water separators, vehicle wash and dumpster area drains, tee locations and stub markers, sewer depth at right-of-way/easement line, sewer slope, fittings and clean-outs.

Inspection of the work by DISTRICT or its Agent shall be strictly for the benefit of DISTRICT or its Agent and no other person or agency.

DISTRICT staff or its Agent, at all times, will have access to the work area for the purpose of inspecting and testing. APPLICANT shall provide facilities for safe access, inspection, and testing.

If any work is covered without the approval or consent of DISTRICT or its Agent it shall be uncovered for inspection at APPLICANT'S expense, if required by DISTRICT or its Agent.

APPLICANT shall make reasonable tests of the work at APPLICANT'S expense upon DISTRICT'S or its Agent's request and shall maintain a record of such tests.

Before a performance test is to be observed by DISTRICT or its Agent , APPLICANT shall make such preliminary tests as are necessary to assure that the material and/or equipment are in accordance with the approved plans and specifications provided. If, for any reason, the test observed is unsatisfactory, APPLICANT shall pay all costs incurred for the inspection of further testing.

Should APPLICANT elect to work more than eight hours per weekday, all costs of inspection thus entailed may be charged to APPLICANT at the overtime billing rate.

Approval is required from DISTRICT or its Agent to work nights, weekends, and holidays. After-hours inspections may not be possible due to the lack of staff availability. APPLICANT shall submit its proposed schedule to work nights, weekends, or holidays at least five days in advance (not including weekends and holidays) for review. If APPLICANT elects to work on weekends, nights or holidays, and such work schedule is approved by DISTRICT or its Agent, all costs of inspection may be charged to the APPLICANT at the overtime billing rate.

Where this Agreement, approved plans and specifications, or laws, ordinances, rules, or regulations of any governmental authority require that any work be specially tested or inspected, APPLICANT shall give DISTRICT notice that such tests or completed work is ready for inspection. APPLICANT shall notify DISTRICT of the date, time, and location of the inspection. Required certificates of inspection shall be secured by APPLICANT.

Notice of deficiencies shall be given to APPLICANT upon completion of each inspection. APPLICANT shall correct such deficiencies within seven days of the notice and before final inspection is made by DISTRICT.

A representative of APPLICANT'S contractor shall arrange a time to accompany DISTRICT or its Agent on the final inspection and subsequent reinspection, if required. DISTRICT or its Agent will not make the final inspection until the physical work, including final clean-up and all extra work ordered by the Inspector has been completed.

Deficiencies discovered during the final inspection shall be corrected within seven days of notice thereof and, in no instance, shall service be provided until the deficiencies are corrected and the utility extensions pass reinspection.

AVAILABILITY OF PROJECT DOCUMENTS

APPLICANT shall keep at least one copy of the following project documents constantly available at the construction site: (1) approved construction plans and shop drawings, and (2) construction specifications.

MATERIALS AND EQUIPMENT LIST

APPLICANT shall file three copies of a materials and equipment list with DISTRICT prior to commencing construction. This list shall designate the quantity, manufacturer and model number of materials and equipment to be installed under this Agreement.

The materials and equipment list will be checked by DISTRICT or its Agent for conformity with this Agreement and the approved plans and specifications provided. DISTRICT will determine the conformity of the list with reasonable promptness. APPLICANT shall make any required corrections and file two correct copies with DISTRICT within one week after receipt of the required corrections. DISTRICT'S review of the list shall not relive APPLICANT from the responsibility of providing materials and equipment suitable for their intended purpose nor for deviations from this Agreement or the plans and specifications without written approval from DISTRICT.

WATER METERS

It shall be the responsibility of APPLICANT to make application and pay any necessary fees to DISTRICT for the installation of water meters. APPLICANT shall not purchase and install water meters from a private supplier.

Single family meter applications shall not be submitted until after acceptance of the utility extensions.

SEWER TAPS

It shall be the responsibility of APPLICANT to make application and pay any necessary fees to DISTRICT for the connection of sewer taps to the mains. Elder valve installations may be required in addition to sewer taps.

Single family sewer connections shall not be submitted until after acceptance of the utility extensions.

SAFETY:

Safety in, on, or about the construction site is the sole and exclusive responsibility of APPLICANT. APPLICANT's means and method of work performance, superintendent of APPLICANT's employees and sequencing of construction are also sole and exclusive responsibilities of APPLICANT.

APPLICANT shall be responsible for the safety of any person, including but not limited to, any worker, DISTRICT's Agent, Owner and/or Owner's representative, visitor or invitee on the site of the work at all times during the prosecution of the work, regardless of whether the individual is an employee of APPLICANT or APPLICANT's Contractor or Sub-Contractor. APPLICANT is responsible for compliance with the rules, regulations and interpretations of the North Carolina Department of Labor relating to "North Carolina Occupational Safety and Health Standards (OSHA) for the Construction Industry" (Title 29 CFR Part 1926 and 29 CFR Part 1919 as adopted by 13 NCAC 7C.0101) and revisions as adopted by N.C.G.S. § 95-126 through 155 and additionally with normal industry safety practices or standards.

DISTRICT shall have the right to inspect the work for pay application compliance and compliance with DISTRICT'S standards and specifications but is not required to do so. DISTRICT shall further have the right to monitor the progress of the work, but no such inspection shall relieve APPLICANT of any duty or obligation it might have under the terms of this Agreement. Nothing in this Agreement shall relieve APPLICANT of any duty or obligation to direct the means and methods of the work.

INDEMNIFICATION:

APPLICANT shall indemnify and hold DISTRICT and DISTRICT'S Agents harmless from and against all liabilities, claims, demands, suits, losses, damages, costs, and expenses (including attorney's fees) for bodily injury to or death of any person, or damage to or destruction of any property proximately caused by the negligence of APPLICANT or any person for whom APPLICANT is legally responsible during the performance of services relative to this Agreement.

INDEPENDENT CONTRACTOR:

APPLICANT is an independent contractor and shall undertake performance of the services relative to this Agreement as an independent contractor. APPLICANT shall be wholly responsible for the methods, means, and techniques of performance. DISTRICT shall have no rights to supervise methods and techniques of performance employed by APPLICANT, but DISTRICT shall have the right to observe such performance.

COMPLIANCE WITH LAWS:

In performing services relative to this Agreement, APPLICANT shall comply with all applicable regulatory requirements including federal, state, and local laws, rules, regulations, orders, codes, criteria, and standards. APPLICANT shall be responsible for procuring all permits, certificates, and licenses necessary to allow APPLICANT to undertake activities and construction relative to this Agreement.

FINAL SEQUENCE FOR ACCEPTANCE OF PROJECTS

In order for DISTRICT to accept the utility extension as part of DISTRICT'S assets, APPLICANT must complete the following:

(1) APPLICANT'S Contractor completes all utility work and makes an appointment for final inspection.

(2) DISTRICT'S Inspector inspects, re-inspects "punch list" items, and signs off as "complete", provided there are no deficiencies.

(3) All applicable requirements of this Agreement have been satisfied, including but not limited to, the Operation and Maintenance Manual approved and recordable, outstanding fees paid, easements verified & recordable, Bills of Sale for transfer of facilities to be owned by DISTRICT, Maintenance Bonds, if greater than original Performance Bonds, Certification of Construction Cost, and final as-builts hard copies, CAD and shapefiles received.

NOTICE:

Any formal notice, demand, or request required by or made in connection with this Agreement shall be deemed properly made if delivered in writing or deposited in the United States mail, postage prepaid, to the address specified below.

APPLICANT: Name: Susan Tart Property, LLC
Attention: Zachary Angle, Manager
Address: 126 N. Ennis Street
City, State, Zip: Fuquay-Varina, NC 27526

DISTRICT: Name: County of Cumberland
Attention: NORCRESS Water and Sewer District
Address: P.O. Box 1829
Fayetteville, NC 28302

Nothing contained in this Article shall be construed to restrict the transmission of routine communication between representatives of APPLICANT and DISTRICT.

GOVERNING LAW:

This Agreement shall be governed by the laws of the State of North Carolina.

BREACH:

APPLICANT'S failure to observe or perform any of the terms, warranties, conditions, requirements, or provisions of this Agreement shall constitute a breach of this Agreement by APPLICANT. In the event of a breach of this Agreement by APPLICANT, DISTRICT, due to such breach, shall have the right to terminate this Agreement upon which DISTRICT shall have no further obligation to perform under this Agreement and APPLICANT shall have no right to perform any further work under this Agreement.

In the event of breach of this Agreement by APPLICANT and termination of this Agreement by DISTRICT, APPLICANT hereby shall reimburse DISTRICT for all expenditures made in relation to, and in furtherance of, this Agreement.

NONWAIVER OF BREACH:

No breach or non-performance of any term of this Agreement shall be deemed to be waived by either party unless said breach or non-performance is waived in writing and signed by the parties. No waiver of any breach or non-performance under this Agreement shall be deemed to constitute a waiver of any subsequent breach or non-performance and, for any such breach or non-performance, each party shall be relegated to such remedies as provided by law.

SEVERABILITY:

The invalidity, illegality, or unenforceability of any portion or provision of this Agreement shall in no way affect the validity, legality, and/or enforceability of any other portion or provision of this Agreement. If any provision of this Agreement is held invalid, illegal, or unenforceable by a court of law with jurisdiction , then such provision shall be modified to the mutual satisfaction and agreement of the parties to reflect the parties' intent. In the event the parties cannot reach an agreement as to a modification of said provision, any invalid, illegal, or unenforceable provision of this Agreement shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced the same as if the Agreement had not contained any portion or provision which was invalid, illegal, or unenforceable.

ASSIGNMENT:

APPLICANT shall not assign, sublet, subcontract or transfer any rights under or interest in this Agreement without the written consent of DISTRICT.

BENEFITS LIMITED TO PARTIES:

Nothing herein shall be construed to give any right or benefits hereunder to any third parties other than DISTRICT and APPLICANT.

IN WITNESS WHEREOF, the parties hereto through their duly authorized officers has executed this instrument as to the date and year first above written.

Susan Tart Property, LLC

BY: _____
Zachary Angle, Manager

WITNESS:

_____
Name, Title

NORCRESS Water & Sewer District

BY: _____
Glenn Adams, Chairman

WITNESS:

_____
Andrea Tebbe, Clerk to the Board

Approved for Legal Sufficiency
NORCRESS Water & Sewer District

_____
Rickey L. Moorefield, County Attorney
Attorney for NORCRESS Water and Sewer District

EXHIBIT "I"

PROJECT SUMMARY

Project Name: Godwin Subdivision

Engineer: Donald Curry, PE

Project Location: 0 Washburn Rd., Godwin, NC

Developer: Susan Tart Property, LLC

Parcel Number: 0593-65-7760

Asset Summary

31.69 acres, see subdivision plan on Exhibit III

Project Highlights

Project description/location goes here.

116-lot single family home subdivision in Godwin, NC; bounded by McLean Street, Julian Street and Dunn Road.

EXHIBIT "II"

STATEMENT OF TOTAL PROJECT COST

Developer/Applicant Susan Tart Property, LLC

Contractor TBD

Project Name/Loc Godwin Subdivision/Godwin, NC

Pipe Supplier TBD

Completion Date July 2027

Engineer Don Curry, PE

WATER

_____	feet of	_____	inch water main	
_____	feet of	_____	inch water main	
_____	feet of	_____	inch water main	
_____	-	_____	inch domestic water lateral(s)	
			Total water distribution*	$ _____
Mains greater than 12"				
_____	feet of	_____	inch water main	
_____	feet of	_____	inch water main	
			Total water transmission *	$ _____

SEWER

4854	feet of	8"	inch sewer mains	
_____	feet of	_____	inch sewer mains	
_____	-	_____	inch sewer laterals	
			Total sanitary sewer collection*	$ $174,744.00
Mains greater than 12"				
_____	feet of	_____	inch sewer main	
_____	feet of	_____	inch sewer main	
			Total sanitary sewer outfalls & interceptors*	$ _____
1687	feet of	4"	**inch sewer force mains**	$ $42,175.00
	-	1	**lift station (s)**	$ $600,000.00

OFF-Site

_____	feet of	_____	inch water mains*	$ _____
_____	feet of	_____	inch sewer mains*	$ _____

*Value to include equipment, labor & materials (valves, fittings, fire mains & hydrants, manholes, etc.)

Other Project Costs:

	Engineering	$5,000.00
[ ]	* Percentage of Project Cost	
	Other (list detail)	_____
	Total project cost	$ $821,919.00

Comments: Supplied project costs are for installation of gravity feed and force main sewer lines.

I certify to my actual knowledge that the information provided herein is true and accurate cost for the project named above.

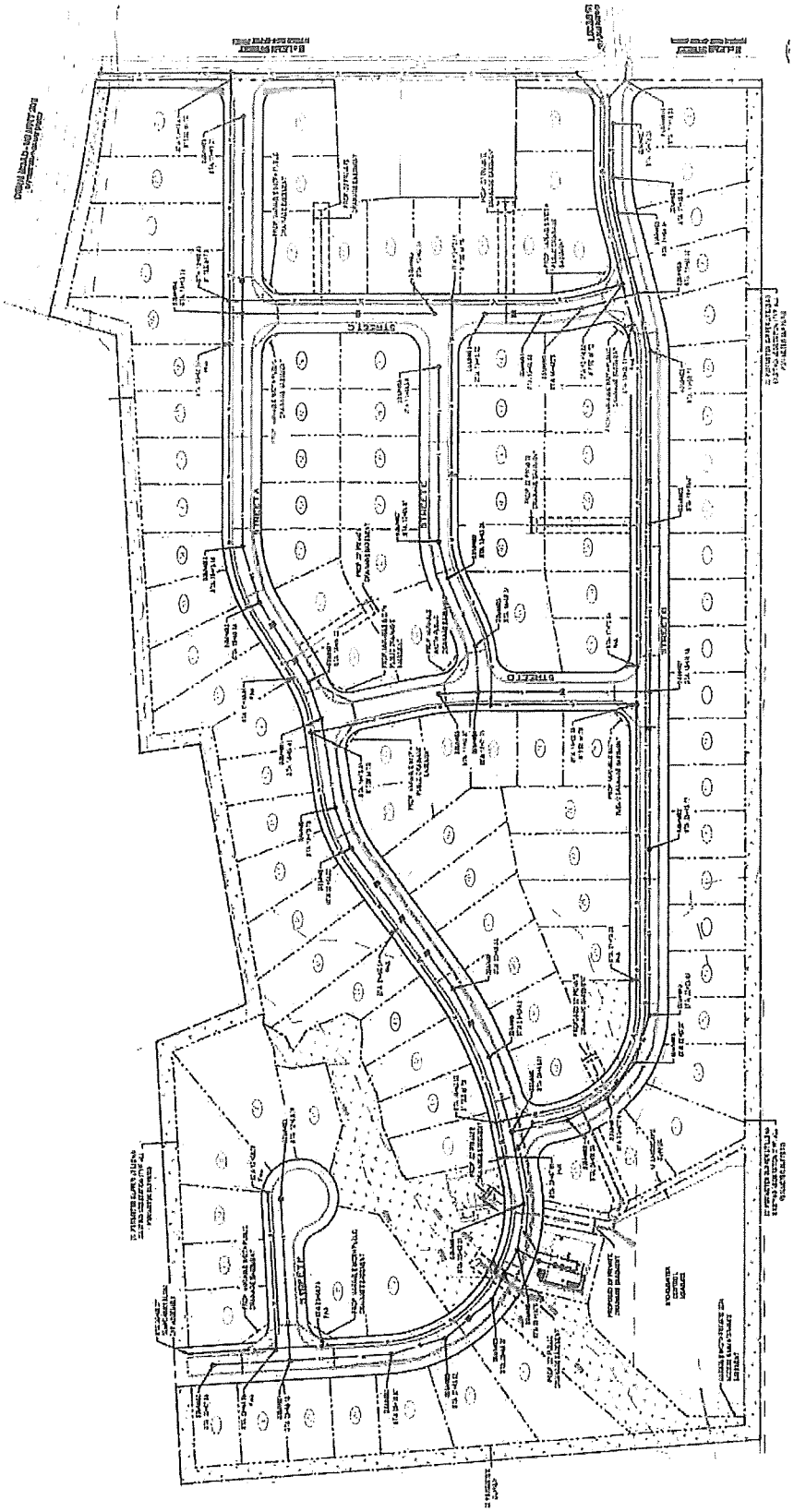
Signature* Donald R. Curry 4/15/2024 Date

** Signature of Legal Authorized Representative of the "Applicant" as identified in the Agreement with District*

Attach all supporting documents such as final contractor's invoice, material invoices/receipts, engineer's invoice(s), if available.

EXHIBIT "III"

WATER AND SEWER UTILITY EXTENSION MAP



DWR
Division of Water Resources

State of North Carolina
Department of Environmental Quality
Division of Water Resources

FAST TRACK SEWER SYSTEM EXTENSION APPLICATION
INSTRUCTIONS FOR FORM: FTA 10-23 & SUPPORTING DOCUMENTATION

This application is for sewer extensions involving gravity sewers, pump stations and force mains, or any combination that has been certified by a professional engineer and the applicant that the project meets the requirements of 15A NCAC 02T and the Division's Minimum Design Criteria (Gravity Sewer & Pump Stations/Force Mains) and that **plans, specifications and supporting documents have been prepared in accordance with 15A NCAC 02T, 15A NCAC 02T .0300, Division policies, and good engineering practices.**

While no upfront engineering design documents are required for submittal, in accordance with 15A NCAC 02T .0305(b), design documents must be prepared prior to submittal of a fast track permit application to the Division. This would include plans, design calculations, and project specifications referenced in 15A NCAC 02T .0305 and the applicable minimum design criteria. **These documents shall be immediately available upon request by the Division.**

Projects that are deemed permitted (do not require a permit from the Division) are explained in 15A NCAC 02T.0303.

Projects not eligible for review via the fast track process (must be submitted for full technical review):

- Projects that do not meet any part of the minimum design criteria (MDC) documents;
- Projects that involve more than one variance from the requirements of 15A NCAC 02T;
- Pressure sewer systems utilizing simplex septic tank-effluent pumps (STEPs) or simplex grinder pumps;
- Simplex STEP or simplex grinder pumps connecting to pressurized systems (e.g. force mains);
- Vacuum sewer systems.

General – When submitting an application, please use the following instructions as a checklist in order to ensure all required items are submitted. Adherence to these instructions and checking the provided boxes will help produce a quicker review time and reduce the amount of requested additional information. **Failure to submit all required items will necessitate additional processing and review time, and may result in return of the application**. Unless otherwise noted, the Applicant shall submit one original and one copy of the application and supporting documentation.

A. One Original and One Copy (second copy may be digital) of Application and Supporting Documents

- ☒ Required unless otherwise noted. Signatures on original must be "wet ink" or secure digital signatures. Please do not submit engineering design plans with the application unless specifically requested.

B. Cover Letter/Narrative Description (Required for All Application Packages):

- ☒ List all items included in the application package, as well as a brief description of the requested permitting action.
- ➢ Be specific as to the system type, number of homes served, flow allocation required, etc.
- ➢ Include the permit number/status of any other required sewer permits (downstream/upstream)
- ➢ If necessary for clarity, include attachments to the application form.

C. Application Fee (All New and Modification Application Packages):

- ☒ Submit a check or money order in the amount of **$600.00**, dated no more than 90 days prior to application submittal.
- ➢ Payable to North Carolina Department of Environmental Quality (NCDEQ)

D. Fast Track Application (Required for All Application Packages, Form FTA 10-23):

- ☒ Submit the completed and appropriately executed application.
- ➢ If necessary for clarity or due to space restrictions, attachments to the application may be made.
- ☐ If the Applicant Type in Item I.2 is a corporation or company, provide documentation it is registered for business with the North Carolina Secretary of State.
- ☐ If the Applicant Type in Item I.2 is a partnership or d/b/a, enclose a copy of the certificate filed with the Register of Deeds in the county of business.
- ☒ The Project Name in Item II.1 shall be consistent with the project name on the flow acceptance letters, agreements, etc.
- ☒ The Professional Engineer's Certification on Page 5 of the application shall be signed, sealed and dated by a North Carolina licensed Professional Engineer.
- ☒ The Applicant's Certification on Page 5 of the application shall be signed in accordance with 15A NCAC 02T .0106(b). Per 15A NCAC 02T .0106(c), an alternate person may be designated as the signing official if a delegation letter is provided from a person who meets the criteria in 15A NCAC 02T .0106(b).

E. Flow Tracking/Acceptance Form (Form: FTSE 10-23) (If Applicable):

☒ Submit the completed and executed FTSE form from the owners of the downstream sewers and treatment facility.

- Multiple forms maybe required where the downstream sewer owner and wastewater treatment facility are different.
- The flow acceptance indicated in form FTSE must not expire prior to permit issuance and must be dated less than one year prior to the application date.
- Submittal of this application and form FTSE indicates that owner has adequate capacity and will not violate G.S. 143-215.67(a).
- Intergovernmental agreements or other contracts will not be accepted in lieu of a project-specific FTSE.

F. Site Maps (All Application Packages):

☒ Submit an 8.5-inch x 11-inch color copy of a USGS Topographic Map of sufficient scale to identify the entire project area, including the closest surface waters.

- General location of the project components (gravity sewer, pump stations, & force main)
- Downstream connection points and permit number (if known) for the receiving sewer

☒ Include an aerial location map showing general project area (such as street names or latitude/longitude) so that Division staff can easily locate it in the field.

G. Existing Permit (Application Packages for Modifications to an Existing Permit):

☐ Submit a copy of the most recently issued existing permit.

☐ **Include a descriptive and clear narrative identifying the previously permitted items to remain in the permit, items to be added, and/or items to be modified** (the application form itself should include only include items to be added/modified). The narrative should also include whether any previously permitted items have been certified.

☐ **The narrative should clearly identify the requested permitting action and accurately describe the sewers to be listed in the final permit.**

H. Power Reliability Plan (Required if portable reliability option utilized for Pump Station):

☐ Per 15A NCAC 02T .0305(h)(1), submit documentation of power reliability for pumping stations.

- This alternative is only available for average daily flows less than 15,000 gallons per day
- It shall be demonstrated to the Division that the portable source is owned or contracted by the applicant and is compatible with the station. The Division will accept a letter signed by the applicant (see 15A NCAC 02T .0106(b)) or proposed contractor, stating that "the portable power generation unit or portable, independently-powered pumping units, associated appurtenances and personnel are available for distribution and operation of this pump station."
- **If the portable power source or pump is dedicated to multiple pump stations, an evaluation of all the pump stations' storage capacities and the rotation schedule of the portable power source or pump, including travel timeframes, shall be provided in the case of a multiple station power outage. (Required at time of certification)**

I. Certificate of Public Convenience and Necessity (All Application Packages for Privately-Owned Public Utilities):

☐ Per 15A NCAC 02T .0115(a)(1) provide the Certificate of Public Convenience and Necessity from the North Carolina Utilities Commission demonstrating the Applicant is authorized to hold the utility franchise for the area to be served by the sewer extension, or

☐ Provide a letter from the North Carolina Utilities Commission's Water and Sewer Division Public Staff stating an application for a franchise has been received and that the service area is contiguous to an existing franchised area or that franchise approval is expected.

J. Operational Agreements (Applications from HOA/POA and Developers for lots to be sold):

☐ Home/Property Owners' Associations

- ☐ Per 15A NCAC 02T .0115(c), submit the properly executed Operational Agreement (FORM: HOA).
- ☐ Per 15A NCAC 02T .0115(c), submit a copy of the Articles of Incorporation, Declarations and By-laws.

☐ Developers of lots to be sold

- ☐ Per 15A NCAC 02T .0115(b), submit the properly executed Operational Agreement (FORM: DEV).

For more information, visit the Division's collection systems website

THE COMPLETED APPLICATION PACKAGE INCLDING ALL SUPPORTING INFORMATION AND MATERIALS, SHOULD BE SENT TO THE APPROPRIATE REGIONAL OFFICE:

REGIONAL OFFICE	ADDRESS	COUNTIES SERVED
Asheville Regional Office Water Quality Section	2090 US Highway 70 Swannanoa, North Carolina 28778-8211 (828) 296-4500 (828) 299-7043 Fax	Avery, Buncombe, Burke, Caldwell, Cherokee, Clay, Graham, Haywood, Henderson, Jackson, Macon, Madison, McDowell, Mitchell, Polk, Rutherford, Swain, Transylvania, Yancey
Fayetteville Regional Office Water Quality Section	225 Green Street Suite 714 Fayetteville, North Carolina 28301-5095 (910) 433-3300 (910) 486-0707 Fax	Anson, Bladen, Cumberland, Harnett, Hoke, Montgomery, Moore, Robeson, Richmond, Sampson, Scotland
Mooresville Regional Office Water Quality Section	610 E. Center Avenue Mooresville, North Carolina 28115 (704) 663-1699 (704) 663-6040 Fax	Alexander, Cabarrus, Catawba, Cleveland, Gaston, Iredell, Lincoln, Mecklenburg, Rowan, Stanly, Union
Raleigh Regional Office Water Quality Section	3800 Barrett Drive Raleigh, North Carolina 27609 (919) 791-4200 (919) 571-4718 Fax	Chatham, Durham, Edgecombe, Franklin, Granville, Halifax, Johnston, Lee, Nash, Northampton, Orange, Person, Vance, Wake, Warren, Wilson
Washington Regional Office Water Quality Section	943 Washington Square Mall Washington, North Carolina 27889 (252) 946-6481 (252) 975-3716 Fax	Beaufort, Bertie, Camden, Chowan, Craven, Currituck, Dare, Gates, Greene, Hertford, Hyde, Jones, Lenoir, Martin, Pamlico, Pasquotank, Perquimans, Pitt, Tyrrell, Washington, Wayne
Wilmington Regional Office Water Quality Section	127 Cardinal Drive Extension Wilmington, North Carolina 28405 (910) 796-7215 (910) 350-2004 Fax	Brunswick, Carteret, Columbus, Duplin, New Hanover, Onslow, Pender
Winston-Salem Regional Office Water Quality Section	450 W. Hanes Mill Road Suite 300 Winston-Salem, North Carolina 27105 (336) 776-9800 (336) 776-9797 Fax	Alamance, Alleghany, Ashe, Caswell, Davidson, Davie, Forsyth, Guilford, Rockingham, Randolph, Stokes, Surry, Watauga, Wilkes, Yadkin

DWR
Division of Water Resources

State of North Carolina
Department of Environmental Quality
Division of Water Resources

FAST TRACK SEWER SYSTEM EXTENSION APPLICATION
FTA 10-23 & SUPPORTING DOCUMENTATION

Application Number: _____ (to be completed by DWR)

All items must be completed or the application will be returned

I. APPLICANT INFORMATION:

1. Applicant's name: Norcress Water and Sewer District (company, municipality, HOA, utility, etc.)
2. Applicant type: ☐ Individual ☐ Corporation ☐ General Partnership ☐ Privately-Owned Public Utility ☐ Federal ☒ State/County ☐ Municipal ☐ Other
3. Signature authority's name: Glenn Adams per 15A NCAC 02T .0106(b)
   Title: Chairman
4. Applicant's mailing address: 130 Gillespie Street, Suite 214
   City: Fayetteville State: NC Zip: 28301-____
5. Applicant's contact information:
   Phone number: (910) 678-7637 Email Address: ahall@cumberlandcountync.gov

II. PROJECT INFORMATION:

1. Project name: Godwin Subdivision
2. Application/Project status: ☒ Proposed (New Permit) ☐ Existing Permit/Project
   If a modification, provide the existing permit number: WQ00_____ and issued date: _____,
   For modifications, also attach a detailed narrative description as described in Item G of the checklist.
   If new construction, but part of a master plan, provide the existing permit number: WQ00_____
3. County where project is located: Cumberland
4. Approximate Coordinates (Decimal Degrees): Latitude: 35.219073° Longitude: -78.677011°
5. Parcel ID (if applicable): 0593-65-7760 (or Parcel ID to closest downstream sewer)

III. CONSULTANT INFORMATION:

1. Professional Engineer: Donald L. Curry, PE License Number: 026970
   Firm: The Curry Engineering Group, PLLC
   Mailing address: 205 S. Fuquay Ave.
   City: Fuquay-Varina State: NC Zip: 27526-____
   Phone number: (919) 552-0849 Email Address: don@curryeng.com

IV. WASTEWATER TREATMENT FACILITY (WWTF) INFORMATION:

1. Facility Name: Cross Creek WWTF Permit Number: Permit NC 0023957
   Owner Name: Fayetteville PWC

V. RECEIVING DOWNSTREAM SEWER INFORMATION:

1. Permit Number(s): WQ_____
2. Downstream (Receiving) Sewer Information: 10 inch ☒ Gravity ☐ Force Main
3. System Wide Collection System Permit Number(s) (if applicable): WQCS00353
   Owner Name(s): NORCRESS Water and Sewer District

VI. GENERAL REQUIREMENTS

1. If the Applicant is a Privately-Owned Public Utility, has a Certificate of Public Convenience and Necessity been attached?

   ☐ Yes ☐ No ☒ N/A

2. If the Applicant is a Developer of lots to be sold, has a Developer's Operational Agreement (FORM: DEV) been attached?

   ☐ Yes ☐ No ☒ N/A

3. If the Applicant is a Home/Property Owners' Association, has an HOA/POA Operational Agreement (FORM: HOA) and supplementary documentation as required by 15A NCAC 02T.0115(c) been attached?

   ☐ Yes ☐ No ☒ N/A

4. Origin of wastewater: (check all that apply):

☒ Residential (Individually Owned)	☐ Retail (stores, centers, malls)	☐ Car Wash
☐ Residential (Leased)	☐ Retail with food preparation/service	☐ Hotel and/or Motels
☐ School / preschool / day care	☐ Medical / dental / veterinary facilities	☐ Swimming Pool/Clubhouse
☐ Food and drink facilities	☐ Church	☐ Swimming Pool/Filter Backwash
☐ Businesses / offices / factories	☐ Nursing Home	☐ Other (Explain in Attachment)

5. Nature of wastewater : 100 % Domestic _____% Commercial _____ % Industrial (See 15A NCAC 02T .0103(20))
   If Industrial, is there a Pretreatment Program in effect? ☐ Yes ☐ No

6. Has a flow reduction been approved under 15A NCAC 02T .0114(f)? ☐ Yes ☒ No
   - **If yes, provide a copy of flow reduction approval letter with this application**

7. Summarize wastewater generated by project:

Establishment Type (see 02T.0114(f))	Daily Design Flow [a,b]	No. of Units	Flow
Single Family Residential Dwelling Units	225 gal/3 bedroom home	116	26,100 GPD
	gal/		GPD
	gal/		GPD
	gal/		GPD
	gal/		GPD
	gal/		GPD
		Total	26,100 GPD

   a See 15A NCAC 02T .0114(b), (d), (e)(1) and (e)(2) for caveats to wastewater design flow rates (i.e. proposed unknown non-residential development uses; public access facilities located near high public use areas; and residential property located south or east of the Atlantic Intracoastal Waterway to be used as vacation rentals as defined in G.S. 42A-4).

   b Per 15A NCAC 02T .0114(c), design flow rates for establishments not identified [in table 15A NCAC 02T.0114] shall be determined using available flow data, water using fixtures, occupancy or operation patterns, and other measured data.

8. Wastewater generated by project: 26,100 GPD (per 15A NCAC 02T .0114 and G.S. 143-215.1)
   - Do not include future flows or previously permitted allocations

   If permitted flow is zero, please indicate why:

   ☐ Pump Station/Force Main or Gravity Sewer where flow will be permitted in subsequent permits that connect to this line. Please provide supplementary information indicating the approximate timeframe for permitting upstream sewers with flow.

   ☐ Flow has already been allocated in Permit Number: _____ Issuance Date: _____

   ☐ Rehabilitation or replacement of existing sewers with no new flow expected

   ☐ Other (Explain): _____

VII. GRAVITY SEWER DESIGN CRITERIA (If Applicable) - 02T .0305 & MDC (Gravity Sewers):

1. Summarize gravity sewer to be permitted:

Size (inches)	Length (feet)	Material
8"	4854	PVC

- Section II & III of the MDC for Permitting of Gravity Sewers contains information related to design criteria
- Section III contains information related to minimum slopes for gravity sewer(s)
- **Oversizing lines to meet minimum slope requirements is not allowed and a violation of the MDC**

VIII. PUMP STATION DESIGN CRITERIA (If Applicable) – 02T .0305 & MDC (Pump Stations/Force Mains):

PROVIDE A SEPARATE COPY OF THIS PAGE FOR EACH PUMP STATION INCLUDED IN THIS PROJECT

1. Pump station number or name: 1
2. Approximate Coordinates (Decimal Degrees): Latitude: 35.223454° Longitude: -78.675302°
3. Total number of pumps at the pump station: 2
3. Design flow of the pump station: .1044 millions gallons per day (firm capacity)
   - This should reflect the total GPM for the pump station with the largest pump out of service.
4. Operational point(s) per pump(s): 100 gallons per minute (GPM) at 38 feet total dynamic head (TDH)
5. Summarize the force main to be permitted (for this Pump Station):

Size (inches)	Length (feet)	Material
4"	1687	C900 PVC

If any portion of the force main is less than 4-inches in diameter, please identify the method of solids reduction per MDCPSFM Section 2.01C.1.b. ☒ Grinder Pump ☐ Mechanical Bar Screen ☐ Other (please specify) _____

6. Power reliability in accordance with 15A NCAC 02T .0305(h)(1):

☒ Standby power source or ☐ Standby pump

- Must have automatic activation and telemetry - 15A NCAC 02T.0305(h)(1)(B):
- Required for all pump stations with an average daily flow greater than or equal to 15,000 gallons per day
- **Must be permanent to facility** and may not be portable

Or if the pump station has an average daily flow less than 15,000 gallons per day 15A NCAC02T.0305(h)(1)(C):

☐ Portable power source with manual activation, quick-connection receptacle and telemetry -

or

☐ Portable pumping unit with plugged emergency pump connection and telemetry:

- Include documentation that the portable source is owned or contracted by the applicant and is compatible with the station.
- If the portable power source or pump is dedicated to multiple pump stations, an evaluation of all the pump stations' storage capacities and the rotation schedule of the portable power source or pump, including travel timeframes, shall be provided as part of this permit application in the case of a multiple station power outage.

IX. SETBACKS & SEPARATIONS – (02B .0200 & 15A NCAC 02T .0305(f)):

1. Does the project comply with all separations/alternatives found in 15A NCAC 02T .0305(f) & (g)? ☒ Yes ☐ No

15A NCAC 02T.0305(f) contains minimum separations that shall be provided for sewer systems:

Setback Parameter*	Separation Required
Storm sewers and other utilities not listed below (vertical)	18 inches
[2]Water mains (vertical - water over sewer preferred, including in benched trenches)	18 inches
[2]Water mains (horizontal)	10 feet
Reclaimed water lines (vertical - reclaimed over sewer)	18 inches
Reclaimed water lines (horizontal - reclaimed over sewer)	2 feet
**Any private or public water supply source, including any wells, WS-I waters of Class I or Class II impounded reservoirs used as a source of drinking water, and associated wetlands.	100 feet
**Waters classified WS (except WS-I or WS-V), B, SA, ORW, HQW, or SB from normal high water (or tide elevation) and wetlands associated with these waters (see item IX.2)	50 feet
**Any other stream, lake, impoundment, or ground water lowering and surface drainage ditches, as well as wetlands associated with these waters or classified as WL.	10 feet
Any building foundation (horizontal)	5 feet
Any basement (horizontal)	10 feet
Top slope of embankment or cuts of 2 feet or more vertical height	10 feet
Drainage systems and interceptor drains	5 feet
Any swimming pools	10 feet
Final earth grade (vertical)	36 inches

➢ If noncompliance with 02T.0305(f) or (g), see Section X.1 of this application

*15A NCAC 02T.0305(g) contains alternatives where separations in 02T.0305(f) cannot be achieved. Please check "yes" above if these alternatives are used and provide narrative information to explain.

**Stream classifications can be identified using the Division's NC Surface Water Classifications webpage

2. Does this project comply with the minimum separation requirements for water mains? ☒ Yes ☐ No ☐ N/A
   ➢ If no, please refer to 15A NCAC 18C.0906(f) for documentation requirements and submit a separate document, signed/sealed by an NC licensed PE, verifying the criteria outlined in that Rule.

3. Does the project comply with separation requirements for wetlands? ☒ Yes ☐ No ☐ N/A
   ➢ Please provide supplementary information identifying the areas of non-conformance.
   ➢ See the Division's draft separation requirements for situations where separation cannot be met.
   ➢ No variance is required if the alternative design criteria specified is utilized in design and construction.

4. Is the project located in a river basin subject to any State buffer rules? ☐ Yes Basin name: _____ ☒ No
   If yes, does the project comply with setbacks found in the river basin rules per 15A NCAC 02B .0200? ☐ Yes ☐ No
   ➢ This includes Trout Buffered Streams per 15A NCAC 2B.0202

5. Does the project require coverage/authorization under a 404 Nationwide/individual permits or 401 Water Quality Certifications? ☒ Yes ☐ No
   ➢ Please provide the permit number/permitting status in the cover letter if coverage/authorization is required.

6. Does project comply with 15A NCAC 02T.0105(c)(6) (additional permits/certifications)? ☐ Yes ☒ No
   Per 15A NCAC 02T.0105(c)(6), directly related environmental permits or certification applications must be being prepared, have been applied for, or have been obtained. Issuance of this permit is contingent on issuance of dependent permits (erosion and sedimentation control plans, stormwater management plans, etc.).

7. Does this project include any sewer collection lines that are deemed "high-priority?" ☐ Yes ☒ No
   Per 15A NCAC 02T.0402, "high-priority sewer" means any aerial sewer, sewer contacting surface waters, siphon, or sewers positioned parallel to streambanks that are subject to erosion that undermines or deteriorates the sewer. **Siphons and sewers suspended through interference/conflict boxes require a variance approval.**

   ➢ If yes, include an attachment with details for each line, including type (aerial line, size, material, and location).

   High priority lines shall be inspected by the permittee or its representative at least once every six-months and inspections documented per 15A NCAC 02T.0403(a)(5) or the permittee's individual System-Wide Collection permit.

X. CERTIFICATIONS:

1. Does the submitted system comply with 15A NCAC 02T, the Minimum Design Criteria for the Permitting of Pump Stations and Force Mains (latest version), and the Gravity Sewer Minimum Design Criteria (latest version) as applicable?

   ☒ Yes ☐ No

   If no, for projects requiring a single variance, complete and submit the Variance/Alternative Design Request application (VADC 10-14) and supporting documents for review to the Central Office. **Approval of the request will be issued concurrently with the approval of the permit, and projects requiring a variance approval may be subject to longer review times. For projects requiring two or more variances or where the variance is determined by the Division to be a significant portion of the project, the full technical review is required.**

2. Professional Engineer's Certification:

   I, DONALD L. CURRY, PE, attest that this application for GODWIN SUBDIVISION
   (Professional Engineer's name from Application Item III.1.) (Project Name from Application Item II.1)

   has been reviewed by me and is accurate, complete and consistent with the information supplied in the plans, specifications, engineering calculations, and all other supporting documentation to the best of my knowledge. I further attest that to the best of my knowledge the proposed design has been prepared in accordance with the applicable regulations, Minimum Design Criteria for Gravity Sewers (latest version), and the Minimum Design Criteria for the Fast-Track Permitting of Pump Stations and Force Mains (latest version). Although other professionals may have developed certain portions of this submittal package, inclusion of these materials under my signature and seal signifies that I have reviewed this material and have judged it to be consistent with the proposed design.

   NOTE – In accordance with General Statutes 143-215.6A and 143-215.6B, any person who knowingly makes any false statement, representation, or certification in any application package shall be guilty of a Class 2 misdemeanor, which may include a fine not to exceed $10,000, as well as civil penalties up to $25,000 per violation. Misrepresentation of the application information, including failure to disclose any design non-compliance with the applicable Rules and design criteria, may subject the North Carolina-licensed Professional Engineer to referral to the licensing board. (21 NCAC 56.0701)

   North Carolina Professional Engineer's seal, signature, and date:

3. Applicant's Certification per 15A NCAC 02T .0106(b):

   I, Glenn Adams, attest that this application for Godwin Subdivision
   (Signature Authority Name from Application Item I.3.) (Project Name from Application Item II.1)

   attest that this application has been reviewed by me and is accurate and complete to the best of my knowledge. I understand that if all required parts of this application are not completed and that if all required supporting documentation and attachments are not included, this application package is subject to being returned as incomplete. I understand that any discharge of wastewater from this non-discharge system to surface waters or the land will result in an immediate enforcement action that may include civil penalties, injunctive relief, and/or criminal prosecution. I will make no claim against the Division of Water Resources should a condition of this permit be violated. I also understand that if all required parts of this application package are not completed and that if all required supporting information and attachments are not included, this application package will be returned to me as incomplete.

   NOTE – In accordance with General Statutes 143-215.6A and 143-215.6B, any person who knowingly makes any false statement, representation, or certification in any application package shall be guilty of a Class 2 misdemeanor, which may include a fine not to exceed $10,000 as well as civil penalties up to $25,000 per violation.

   Signature: _____ Date: Nov 22, 2024

RONNA ROWE GARRETT, COMMISSIONER
DONALD L. PORTER, COMMISSIONER
CHRISTOPHER G. DAVIS, COMMISSIONER
RICHARD W. KING, COMMISSIONER
TIMOTHY L. BRYANT, CEO/GENERAL MANAGER

PWC
Fayetteville's
HOMETOWN UTILITY

FAYETTEVILLE PUBLIC WORKS COMMISSION
955 OLD WILMINGTON RD
P.O. BOX 1089
FAYETTEVILLE, NORTH CAROLINA 28302-1089
TELEPHONE (910) 483-1401
WWW.FAYPWC.COM

September 13, 2024

TO WHOM IT MAY CONCERN:

SUBJECT: Flow Acceptance – Godwin Subdivision

This letter is in response to the inquiry regarding the availability of sanitary sewer to serve the proposed Godwin Subdivision project located on the parcel with PIN 0593-65-7760 bordered by Julian Road, McLean Street, and Dunn Road in the Town of Godwin, Cumberland County NC.

NORCRESS Water and Sewer District will be submitting a permit application for a public sewer main extension on this project. The Public Works Commission does have an operation and maintenance (O&M) agreement with NORCRESS Water and Sewer District. Per the conditions of the O&M agreement, the downstream capacity analysis and FTSE form will be completed, as part of the design review, by the PWC Water Resources Engineering department once authorized by NORCRESS.

The sewage and wastewater collected by this system shall be treated in the Fayetteville Public Works Commission Cross Creek Wastewater Treatment Facility (NPDES Permit No. NC0023957) prior to being discharged into the receiving stream. The projected flow for this development is 26,100 gallons per day. The Cross Creek Wastewater Treatment Facility has the capacity to accept the flow generated by this project. Reservation of the capacity for this project will be made upon execution of the FTSE form by PWC as required by NCDEQ for permitting of this sewer main extension.

If you have any questions concerning this letter, please call me at (910) 223-4736.

Very truly yours,
FAYETTEVILLE PUBLIC WORKS COMMISSION

Misty M. Manning, P.E.
Deputy Water Resources Officer

cc: Project File
Amy Hall, Cumberland County