

**STATE OF NORTH CAROLINA**

**INTERLOCAL AGREEMENT**

**COUNTY OF CUMBERLAND**

THIS INTERLOCAL AGREEMENT, made and entered into on the 9th day of June, 2008, by and between the CITY OF FAYETTEVILLE, a North Carolina municipal corporation organized and existing under the laws of the State of North Carolina (hereinafter "CITY"), and the COUNTY OF CUMBERLAND, a North Carolina body politic, organized and existing under the laws of the State of North Carolina (hereinafter "COUNTY"). (Collectively, the City and the County are the "Parties.")

**WITNESSETH:**

WHEREAS, the CITY and the COUNTY desire to enter into an agreement providing for a Municipal Influence Area (hereinafter "MIA") pursuant to the COUNTY's Zoning and Subdivision Ordinances, a Sewer Service Area Policy, and a Joint Planning Commission; and

WHEREAS, the governing bodies of the COUNTY and the CITY have by resolution duly approved and recorded this Interlocal Agreement (hereinafter the "Agreement") in their respective minutes.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained and of the mutual benefits resulting from the Agreement, the Parties agree as follows:

**AGREEMENT**

This Agreement consists of this Interlocal Agreement, and Exhibit 1 delineating an MIA for the CITY and-delineating a Sewer Service Area.

**Municipal Influence Area Established**

The COUNTY Board of Commissioners approves, establishes, and designates an MIA for the CITY as shown in Exhibit 1. The CITY and the COUNTY shall review the CITY's MIA boundary every five (5) years and agree on its adjustment as appropriate. The first such review shall occur, after review and comment by the Municipal/County Planning Commission, by April 20, 2013 to take effect as of July 1, 2013.

The CITY's minimum standards of design (but not zoning) as addressed in Exhibit 1 to Section 3.20.2 of the County Subdivision Ordinance shall apply within the CITY's MIA, provided that the more stringent public street design standard, whether per the City Code or North Carolina DOT standards, shall apply.

The CITY shall create and adopt zoning districts substantially in conformance with the COUNTY's Mixed Use and Density Development Conditional Use Districts. On collector streets

in Density Development Conditional Use Districts within the CITY's MIA sidewalks shall be required only on one side of those collector streets.

For those zoning, subdivision, design, and/or development standards not addressed in this Agreement, the COUNTY standards, ordinances, small area plans and comprehensive plan shall be followed.

### **Sewer Service Area**

1. The Sewer Service Area delineated in Exhibit 1 (or as expanded pursuant to the provisions of this Agreement) sets forth an area within which the parties contemplate that developments should be served by sanitary sewer. An annexation petition shall not be required for extension of sanitary sewer in this area.

2. No sewer should be provided or programmed outside the Sewer Service Area except sewer may be provided outside of the Sewer Service Area for areas served by a regional lift station if approved for installation as follows:

(a) The CITY Planning Board and the COUNTY's Joint Planning Board, meeting either separately or together as the Municipal/County Planning Commission provided for below, shall each review a request for expansion of the Sewer Service Area to be served by PWC. Each board by a separate vote, and PWC, shall then make a recommendation to the COUNTY's Board of Commissioners. The COUNTY's Board of Commissioners shall approve or disapprove that request. If approved with sewer service to be provided by PWC, the area to be served by the regional lift station would then become part of the Sewer Service Area. Whether or not to provide sewer service shall be within the discretion of PWC according to its usual and customary policies and procedures.

(b) The COUNTY's Joint Planning Board shall review a request for expansion of the Sewer Service Area to be served by a sewer service provider other than PWC. The COUNTY's Joint Planning Board and that sewer service provider shall then each make a recommendation to the COUNTY Board of Commissioners. The COUNTY Board of Commissioners shall approve or disapprove that request. If approved with sewer service to be provided by that sewer service provider, the area to be served by the regional lift station would then become part of the appropriate Sewer Service Area. Whether or not to provide sewer service shall be within the discretion of the sewer service provider according to its usual and customary policies and procedures.

(c) The foregoing procedure shall not be required for or apply to any request for sanitary sewer service outside of the Sewer Service Area for economic development projects receiving incentives from the COUNTY Board of Commissioners or the Fayetteville/Cumberland County Chamber of Commerce. Each sewer service provider shall review such requests in accordance with its customary policies and procedures.

3. Within the Sewer Service Area, the development standards set forth below shall apply. Zoning District references are to those districts as described in the COUNTY's Code of Ordinances ("County Code"), as applicable.

More specifically,

- a. Sewer Service. Sewer Service (hereinafter "Sewer") shall be required when density is greater than 2.2 units per acre. Sewer will not be required when density is 2.2 units per acre or less, provided, however, this Agreement shall not be deemed to, or applied to, downzone or decrease allowable densities of properties as zoned as of April 30, 2008.
- b. Water Service. Water Service (hereinafter "Water") shall be required when density is 2.2 units per acre or greater, provided, however, this Agreement shall not be deemed to, or applied to, downzone or decrease allowable densities of properties as zoned as of April 30, 2008.
- c. Sidewalks. Sidewalks shall be required on one side of collector streets and along both sides of all thoroughfares. A thoroughfare is a major street in the street system that serves as an avenue for the circulation of traffic into, out, or around the community and carries high volumes of traffic. A collector is a street whose principal function is to carry traffic between local streets and thoroughfares and that also may provide direct access to abutting properties. It serves or is designed to serve (at build out), directly or indirectly, at least 100 dwelling units.
- d. Public Streets. The more stringent standard public street design standard, whether per the City Code or North Carolina DOT standards, shall apply.
- e. If the CITY's MIA boundary is subsequently extended to include an area formerly in the Sewer Service Area, a project in that area which has been approved for development in phases in the Sewer Service Area but which is thereafter brought into the CITY's MIA any phase undeveloped as of the date it is brought into the CITY's MIA may nevertheless be completed under COUNTY standards, regulations and ordinances if the developer obtains zoning permits for such phase and incurs substantial expenditures on reliance on that zoning permit within two years of the date the MIA boundary is extended to include that project.

#### **Municipal/County Planning Established**

1. The COUNTY and the CITY establish Municipal/County Planning for the purpose of addressing and making recommendations on inter-jurisdictional planning and related issues, examples of which may include, but are not limited to, transportation, air quality, parks, economic development (e.g., business park location siting), utility extensions, new school locations, military (e.g., housing, buffers, support areas), as well as small area plans that are in the MIA.



2. Municipal/County Planning shall be comprised of the City of Fayetteville Planning Commission and the Cumberland County Planning Board meeting in joint session. The City of Fayetteville Planning Commission and the Cumberland County Joint Planning Board shall meet quarterly, or more often as necessary or desirable to further the purposes of this Agreement, for Municipal/County Planning. The Chairperson from time to time of the City Planning Commission and of the Joint Planning Board shall alternate from year to year as Presiding Officer for Municipal/County Planning. The COUNTY and CITY planning staffs shall cooperate to provide staff and logistical support as appropriate for Municipal/County Planning.

#### **Duration and Termination**

1. This Agreement shall continue through December 31, 2030, except that either party may by resolution of its governing board terminate this Agreement on six months prior notice.

2. This Agreement may be amended by resolution of the City Council and COUNTY's Board of Commissioners.

IN WITNESS WHEREOF, the parties hereto have executed this Interlocal Agreement as of the date first above written.

#### **COUNTY OF CUMBERLAND**

By: Breeden Blackwell  
J. BREEDEN BLACKWELL, Chairman

ATTEST:

Marsha Fogle  
MARSHA FOGLE, Clerk to the Board

#### **CITY OF FAYETTEVILLE**

By: Anthony G. Chavonne  
ANTHONY G. CHAVONNE, Mayor

ATTEST:

Candice H. White  
CANDICE H. WHITE, City Clerk

