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**AGENDA**  
**CUMBERLAND COUNTY BOARD OF COMMISSIONERS**  
**COURTHOUSE – ROOM 118**  
**AUGUST 21, 2017**  
**6:45 PM**

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INVOCATION - Commissioner Michael Boose

PLEDGE OF ALLEGIANCE –

Recognition of Commissioner Charles Evans Elected as First Vice President of the North Carolina Association of Black County Officials (NCABCO) **(Pg. 13)**

**PUBLIC COMMENT PERIOD (6:45 PM – 7:00 PM)**

1. Approval of Agenda
  
2. Presentation by Mr. Zan Monroe, CEO of the Longleaf Pine Realtors, Inc., formerly known as the Fayetteville Regional Association of Realtors, on our Local Housing Market.
  
3. Consent Agenda
  - A. Approval of minutes for the August 7, 2017 regular meeting.
  - B. Approval of Disposition of Tax Administration Records. **(Pg. 14)**
  - C. Approval of a Formal Bid Award for Hydro-Seeder for Solid Waste. **(Pg. 15)**
  - D. Approval of a Contract Extension with a Third-Party Consultant for Federal Emergency Management Agency (FEMA) Reimbursement. **(Pg. 17)**
  - E. Approval of Sale of Surplus Real Properties:
    - 1) At Barnes Street and at Tolar Street in the City of Fayetteville **(Pg. 20)**  
(PIN #0437-30-4031 and PIN #0437-30-4063)
    - 2) Being Lot 311, Savoy Heights, Sec. 1, Plat Book 20 at Page 21 **(Pg. 22)**  
(PIN #0437-00-6970)
    - 3) Being Lots 11-13, H.L. Dawson S/D, PB 14/39, Located at 2225 Roosevelt Drive, Fayetteville, NC (PIN #0428-97-7506) **(Pg. 24)**

F. Approval of Ordinance Assessing Property for the Cost of Demolition:

- 1) Case Number: MH 1311-2016 (Pg. 26)  
Property Owner: Grady C. & Patricia Elliott  
Property Location: 7647 Dunn Road, Dunn, NC  
Parcel Identification Number: 0581-37-0916
  
- 2) Case Number: MH 1581-2016 (Pg. 28)  
Property Owner: Vanessa G. Cuthbert  
Property Location: 2404 Elcar Drive, Fayetteville, NC  
Parcel Identification Number: 0415-55-7134
  
- 3) Case Number: MH 1645-2016 (Pg. 30)  
Property Owner: Robert A. Rippe  
Property Location: 225 Rachel Road, Fayetteville, NC  
Parcel Identification Number: 0542-34-3864
  
- 4) Case Number: MH 1102-2015 (Pg. 32)  
Property Owner: Bobbie Jacobs-Ghaffar  
Property Location: 3063 Smith Road, Fayetteville, NC  
Parcel Identification Number: 0415-37-3833
  
- 5) Case Number: MH 1659-2017 (Pg. 34)  
Property Owner: Dwight Sullivan  
Property Location: 7336 Hypony Trail, Parkton, NC  
Parcel Identification Number: 9493-44-4672

G. Approval of Budget Ordinance Amendments: (Pg. 36)

**General Fund 101**

- 1) **Sheriff's Office - Budget Ordinance Amendment B180062 to recognize restitution funds in the amount of \$10,000**

The Board is requested to approve Budget Ordinance Amendment B180062 in the amount of \$10,000. These funds were awarded due to a court order for restitution and will be used to purchase ammunition.

Please note this amendment requires no additional county funds.

- 2) **Public Health, Community Transformation - Budget Ordinance Amendment B180160 to recognize federal grant funds in the amount of \$12,139 for contracted services and training/travel for the Tobacco Prevention program.**

The Board is requested to approve Budget Ordinance Amendment B180160 in the amount of \$12,139 representing federal and state funds from the Centers for Disease Control and Prevention; and the North Carolina Chronic Disease and Injury Prevention Fund. These funds will be used to provide staff travel and training to engage the community on tobacco awareness and prevention. Some funds will also be used to implement media campaigns as approved by the North Carolina Tobacco Prevention Control Branch and outlined in the FY18 action plan.

Please note this amendment requires no additional county funds.

- 3) **Public Health, General - Budget Ordinance Amendment B180239 to recognize grant funds from the Centers for Disease Control and Prevention in the amount of \$1,474**

The Board is requested to approve Budget Ordinance Amendment B180239 in the amount of \$1,474 representing grants funds from the Centers for Disease Control and Prevention to be used to purchase medical supplies for the North Carolina Tuberculosis Elimination and Laboratory Project.

Please note this amendment requires no additional county funds.

- 4) **Public Health, General - Budget Ordinance Amendment B180244 to recognize grant funds from the Centers for Disease Control and Prevention in the amount of \$14,539**

The Board is requested to approve Budget Ordinance Amendment B180244 in the amount of \$14,539 representing grants funds from the Centers for Disease Control and Prevention to be used towards providing services for the North Carolina AIDS program. These funds will be used towards contracted services for a facilitator who will follow up with patients to ensure they are adhering to medical requirements and focus on the suppression of the disease.

Please note this amendment requires no additional county funds.

## **Crown Complex Fund 600**

- 5) Crown Complex - Budget Ordinance Amendment B180176 to recognize Federal and State Disaster Reimbursements in the amount of \$65,850 and expenses totaling \$171,000 for repairs due to Hurricane Matthew and heavy rains prior to the hurricane**

The Board is requested to approve Budget Ordinance Amendment B180176 to recognize \$65,850 received from Federal and State grant funds: \$49,387 was received from the Federal Emergency Management Agency (FEMA) and \$16,463 was received from the North Carolina Department of Public Safety Emergency Management Division. Expenses to repair damages total \$171,000. \$121,000 will be used to repair two (2) retention ponds located at the Crown Center Complex and \$50,000 will be used to repair damages to the sewer from drainage failure and exposed lines.

Please note this amendment requires the use of Crown Complex fund balance in the amount of \$105,150.

## **REGARDING THE FOLLOWING ITEMS 6- 15 PLEASE NOTE:**

Each fiscal year County departments may have projects that are not complete by the fiscal year end (6/30/17) or items ordered that have not been received by fiscal year end. These projects or items were approved in the Fiscal Year 2017 budget; however, the money was not spent by June 30, 2017.

The following amendments seek to bring those funds forward from FY 2017 into the current fiscal year, allowing departments to complete and pay for these items. These revisions are not using 'new' funds, but are recognizing the use of FY17 funds in FY18.

## **General Fund 101**

- 6) Planning - Budget Ordinance Amendment B180205 to bring FY17 funds forward in the amount of \$8,895 for demolition projects**

The Board is requested to approve Budget Ordinance Amendment B180205 to bring FY17 funds forward in the amount of \$8,895. These funds are for demolition projects started in FY17 but not completed by June 30, 2017.

- 7) **Public Health, General - Budget Ordinance Amendment B180227 to bring FY17 funds forward in the amount of \$17,200 for computer software upgrades for the Health Department**

The Board is requested to approve Budget Ordinance Amendment B180227 to bring FY17 funds forward in the amount of \$17,200, to complete a server upgrade. This project began in FY17 but not completed by June 30, 2017.

- 8) **Public Health, Bio-Terrorism Preparedness - Budget Ordinance Amendment B180231 to bring FY17 funds forward in the amount of \$6,228 for bio-terrorism preparedness advertising**

The Board is requested to approve Budget Ordinance Amendment B180231 to bring FY17 funds forward in the amount of \$6,228. Funds from the North Carolina Department of Public Health Epidemiology were received in FY17 to be used towards two years of preparedness advertising at the Fayetteville Regional Airport.

- 9) **Library - Budget Ordinance Amendment B180243 to bring FY17 funds forward in the amount of \$143,440 for the E-Rate program and building maintenance and repairs**

The Board is requested to approve Budget Ordinance Amendment B180243 to bring FY17 funds forward in the amount of \$143,440. Federal E-Rate funds in the amount of \$121,430 were received in FY17 and were not expended by year end. In addition, building maintenance and repair projects in the amount of \$22,010 were started and not completed by June 30, 2017.

- 10) **Facilities - Budget Ordinance Amendment B180301 to bring FY17 funds forward in the amount of \$140,485 for Facilities Maintenance projects**

The Board is requested to approve Budget Ordinance Amendment B180301 to bring FY17 funds forward in the amount of \$140,485 to complete facility maintenance projects that started in FY17 but not completed by June 30, 2017 and include the final payment for the replacement of a chiller at the Law Enforcement Center.

## **Recreation Fund 250**

- 11) Parks and Recreation - Budget Ordinance Amendment B180936 to bring FY17 Recreation funds forward in the amount of \$225,000 for improvements to parks in the towns of Godwin and Wade**

The Board is requested to approve Budget Ordinance Amendment B180936 to bring FY17 Recreation funds forward in the amount of \$225,000. These funds are for improvements to parks located at the towns of Godwin and Wade as approved during the Facilities Committee meeting on June 1, 2017.

- 12) Hope Mills Recreation - Budget Ordinance Amendment B180154 to bring FY17 Recreation funds forward in the amount of \$12,183 based on tax revenue received in June**

The Board is requested to approve Budget Ordinance Amendment B180154 to bring FY17 Recreation funds forward in the amount of \$12,183. These funds represent the Recreation Tax levied for the Town of Hope Mills that were received during the end of FY17 and are to be distributed to the town of Hope Mills.

## **Crown Complex Fund 600**

- 13) Crown Complex - Budget Ordinance Amendment B180302 to bring FY17 Crown Complex funds forward in the amount of \$93,135 for maintenance and repair projects**

The Board is requested to approve Budget Ordinance Amendment B180302 to bring FY17 Crown Complex funds forward in the amount of \$93,135 for maintenance and repair projects that were started in FY17 but not completed by June 30, 2017.

## **NORCRESS Water and Sewer Fund 605**

- 14) NORCRESS Water and Sewer - Budget Ordinance Amendment B180304 to bring FY17 NORCRESS funds forward in the amount of \$15,438 for a video monitoring contract**

The Board is requested to approve Budget Ordinance Amendment B180304 to bring FY17 NORCRESS funds forward in the amount of \$15,438 for a video monitoring contract that was started in FY17 but ongoing for FY18. These funds will be used to maintain the video system used to observe the sewer lines.

**Solid Waste Fund 625**

**15) Solid Waste - Budget Ordinance Amendment B180303 to bring FY17 Solid Waste funds forward in the amount of \$59,000 for repairs and improvements**

The Board is requested to approve Budget Ordinance Amendment B180303 to bring FY17 Solid Waste funds forward in the amount of \$59,000 for repairs and improvements. These projects were started in FY17 but not completed by June 30, 2017.

**Contingency Funds Report – FY18**

There was no use of contingency funds to report this period.

4. Public Hearings **(Pgs. 41-197)**

**Uncontested Rezoning Cases**

- A. **Case P17-07:** Revision and amendment to the Cumberland County Subdivision Ordinance amending Article XXIII, Improvement and Design Standards, Section 2302. Area-Specific Standards, sub-section A. Municipal Influence Areas; and Appendixes Exhibit 4, Official Municipal Influence Area and Sewer Service Area Map, and Exhibit 5, Municipal Influence Area Development Standards, Hope Mills column, row entitled Sidewalks (page E5-e). **(Pg. 41)**

Planning Board Meeting Date: July 18, 2017  
 Planning Board Action: Approve the staff recommendation.  
 Staff Recommendation: 1<sup>st</sup> motion for Case P17-07: 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.

2<sup>nd</sup> motion for Case P17-07: Move to approve the text amendment request provided that the boundary of the MIA is modified.

The motions passed unanimously.

- B. **Case P17-17:** Revision and Amendment to the Cumberland County Zoning Ordinance, Article XVI, Board of Adjustment; and requesting permission to Reprint the Zoning Ordinance inserting all text amendments approved since June 20, 2005 as listed. **(Pg. 75)**

Planning Board Meeting Date: June 20, 2017  
Planning Board Action: Approve the staff recommendation.  
Staff Recommendation: 1<sup>st</sup> motion for Case P17-17: 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.

2<sup>nd</sup> motion for Case P17-17: Move to approve the text amendment and re-publish the County Zoning Ordinance as a technical ordinance in its entirety with all previously adopted amendments consolidated within the text.

The motions passed unanimously with one abstention.

- C. **Case P17-22:** Rezoning of 2.00+/- acres from A1 Agricultural to R40A Residential or to a more restrictive zoning district, located at 3101 Cedar Creek Road, submitted by Karen E. Osborn (owner). **(Pg. 89)**

Planning Board Meeting Date: June 20, 2017  
Planning Board Action: Approve the staff recommendation.  
Staff Recommendation: 1<sup>st</sup> motion for Case P17-22: 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.

2<sup>nd</sup> motion for Case P17-22: Move to approve the request for R40A Residential Zoning.

The motions passed unanimously.

- D. **Case P17-27:** Rezoning of 1.84+/- acres from M(P) Planned Industrial to C(P) Planned Commercial or to a more restrictive zoning district, located at 2915 Gillespie Street, submitted by Kinlaw's Warehouse, LLC (owner) and Rebecca Person (agent). **(Pg. 92)**

Planning Board Meeting Date: July 18, 2017  
Planning Board Action: Approve the staff recommendation.  
Staff Recommendation: 1<sup>st</sup> motion for Case P17-27: 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.  
  
2<sup>nd</sup> motion for Case P17-27: Move to approve the request for C(P) Planned Commercial Zoning.

The motions passed unanimously.

- E. **Case P17-28:** Rezoning of 2.76+/- acres from A1 Agricultural & R40 Residential to R40 Residential or to a more restrictive zoning district; located on the southwest side of SR 2233 (School Road), west of SR 2251 (Yarborough Road); submitted by Jeff and Judy Devore (owners) and Tim Evans (agent). **(Pg. 95)**

Planning Board Meeting Date: July 18, 2017  
Planning Board Action: Approve the staff recommendation.  
Staff Recommendation: 1<sup>st</sup> motion for Case P17-28: 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.  
  
2<sup>nd</sup> motion for Case P17-28: Move to approve the request for R40 Residential Zoning.

The motions passed unanimously.

**Minimum Housing Code Enforcement**

- F. Case Number: MH 1807-2017 **(Pg. 98)**  
Property Owner: Vaughn E. McMillian Life Estate  
c/o Jacqueline A. McDuffie  
Property Location: 312 Longhill Drive, Fayetteville, NC  
Parcel Identification Number: 0541-59-2872

- G. Case Number: MH 1731-2017 **(Pg. 105)**  
Property Owner: Willie James Baggett  
Property Location: 6070 Dunn Road, Wade, NC  
Parcel Identification Number: 0570-64-0694
- H. Case Number: MH 1773-2017 **(Pg. 114)**  
Property Owner: Jeanie A. Lassiter  
Property Location: 4132 Dunn Road, Eastover, NC  
Parcel Identification Number: 0469-62-4502
- I. Case Number: MH 1790-2017 **(Pg. 122)**  
Property Owner: Donna Patterson Kennedy  
Property Location: 4194 Dunn Road, Eastover, NC  
Parcel Identification Number: 0469-63-7058
- J. Case Number: MH 1671-2017 **(Pg. 128)**  
Property Owner: Gary B. Leopper  
Property Location: 1047 Honeycutt Road, Fayetteville, NC  
Parcel Identification Number: 0520-59-1690
- K. Case Number: MH 1650-2017 **(Pg. 136)**  
Property Owner: Joyce M. Alley  
Property Location: 2448 Saltwood Road, Fayetteville, NC  
Parcel Identification Number: 0415-55-8242

**Other Public Hearings**

- L. Public Hearing on the Proposed Financing Authorized by G.S. 159-151 and Authorize the County Manager, County Attorney and County Finance Director to Execute the Documents Necessary to Finalize the Installment Financing Transaction. **(Pg. 144)**
- M. Public Hearing on the Edward Byrne Memorial Justice Grant (JAG). **(Pg. 193)**

ITEMS OF BUSINESS

5. Conduct Hearing to Consider Request for a Refund of Excise Tax for Two Deeds of Conveyance Recorded by Single Source Real Estate Services, Inc. **(Pg. 198)**

- 6. Nominations to Boards and Committees **(Pgs. 199-207)**
  - A. Fayetteville-Cumberland Parks and Recreation Advisory Commission  
(2 Vacancies) **(Pg. 199)**
  
- 7. Appointments to Boards and Committees **(Pgs. 208-216)**
  - A. Cumberland County Workforce Development Board (1 Vacancy) **(Pg. 208)**
    - Nominee:
  
    - Representative of Economic Development: Robert Van Geons
  
  - B. Transportation Advisory Board (1 Vacancy) **(Pg. 213)**
    - Nominee:
  
    - Emergency Medical Services Representative: Suzanne King

**RECESS THE BOARD OF COMMISSIONERS' MEETING**

**NORCRESS WATER & SEWER DISTRICT GOVERNING BOARD:**

CONVENE THE NORCRESS WATER & SEWER DISTRICT GOVERNING BOARD MEETING (SEE SEPARATE AGENDA) **(Pg. 217)**

ADJOURN THE NORCRESS WATER & SEWER DISTRICT GOVERNING BOARD MEETING

**CONVENE THE BOARD OF COMMISSIONERS' MEETING**

- 8. Closed Session:
  - A. Economic Development Matter(s)  
Pursuant to NCGS 143-318.11(a)(4).
  
  - B. Personnel Matter(s) Pursuant  
To NCGS 143-318.11(a)(6).

**ADJOURN**

**WATCH THE MEETING LIVE**

**THIS MEETING WILL BE STREAMED LIVE THROUGH THE COUNTY'S WEBSITE, CO.CUMBERLAND.NC.US. LOOK FOR THE LINK AT THE TOP OF THE HOMEPAGE.**

**THE MEETING WILL ALSO BE BROADCAST LIVE ON  
FAYETTEVILLE/CUMBERLAND EDUCATIONAL TV (FCETV), SPECTRUM  
CHANNEL 5.**

**THE MEETING VIDEO WILL BE AVAILABLE AT  
YOUTUBE.COM/CUMBERLANDCOUNTYNC ON WEDNESDAY, AUGUST 25.**

**IT WILL BE REBROADCAST ON WEDNESDAY, AUGUST 17, AT 7:00 P.M. AND  
FRIDAY, AUGUST 23, AT 10:30 A.M.**

**REGULAR BOARD MEETINGS:**

**September 5, 2017 (Tuesday) – 9:00 AM**

**September 18, 2017 (Monday) – 6:45 PM**

**October 2, 2017 (Monday) – 9:00 AM**

**October 16, 2017 (Monday) – 6:45 PM**



# News Release

**FOR IMMEDIATE RELEASE**

Aug. 15, 2017

Public Information Office

Contact: Jon Soles, Public Information Specialist

Telephone: 910-321-6579

E-mail: [jsoles@co.cumberland.nc.us](mailto:jsoles@co.cumberland.nc.us)

## Evans Elected First Vice President of State Organization

FAYETTEVILLE – Cumberland County Commissioner Charles Evans is the new first vice president of the North Carolina Association of Black County Officials. Evans was sworn in during the organization's banquet on Aug. 11 during the North Carolina Association of County Commissioners annual conference in Durham County.

"It's an honor to continue to serve the residents of Cumberland County and beyond, including the citizens of North Carolina through this state organization," Evans said.

Evans was elected to the Cumberland County Board of Commissioners as an at-large representative in 2010 and re-elected in 2014. His current term expires in 2018. He served two terms on the Fayetteville City Council from 2005-2009.

He was appointed to serve on the National Association of Counties Justice and Public Safety Steering Committee and is the former second vice president of the North Carolina Association of Black County Officials.

"I am pleased that our commissioners are being selected to statewide positions," said Chairman of the Board of Commissioners Glenn Adams. "I am proud of the job Commissioner Evans is doing and for providing leadership on the state level."



Evans

-more-

JOSEPH R. UTLEY, JR.  
Tax Administrator



**CUMBERLAND**  
★ **COUNTY** ★  
NORTH CAROLINA

AMY B. KINLAW  
Chief of Assessment and Collections

TAMI K. BOTELLO  
Chief of Real Estate and Mapping

ITEM NO. 3B

**OFFICE OF THE TAX ADMINISTRATOR**

**TO:** AMY H. CANNON, COUNTY MANAGER  
**FROM:** JOSEPH R. UTLEY, JR., TAX ADMINISTRATOR *JRU*  
**DATE:** AUGUST 21, 2017

**SUBJECT: DISPOSITON OF TAX ADMINISTRATION RECORDS**

Pursuant to a resolution adopted by the Board of Commissioners on February 4, 1985, authorization is requested to destroy the following records from the Tax Administration Departments:

- 1976-1986 Homestead Applications
- 1987 Tax Billing Scrolls
- 1996-97 Added Bills, Various Greenbar printouts
- 1998-2002 Various Collections reports (74Y, TA500, DMV Blk)
- 2002 Various Annual Scrolls
- 2014 Bankruptcy discharged, dismissed files
- 2014 Daily Cash Closing reports; prorations, reversals
- 2012-2014 Daily Cashier receipts, lockbox, debt set-off letters
- 2006 Personal Listing abstracts
- 2007 Real Estate Void cards

The destruction of these records is in accordance with the current Records Retention and Disposition Schedule and all approved Amendments as issued by the North Carolina Division of Archives and History, and adopted by the Board of Commissioners.

Amanda Bullard  
Purchasing Manager



Kimberly Williams  
Buyer

**FINANCE DEPARTMENT  
PURCHASING DIVISION**

4<sup>th</sup> Floor, New Courthouse • PO Box 1829 • Suite 451, • Fayetteville, North Carolina 28302-1829  
(910) 678-7743 / (910) 678-7746 • Fax (910) 323-6120

**MEMORANDUM FOR BOARD OF COMMISSIONERS CONSENT AGENDA OF  
AUGUST 21, 2017**

**TO:** BOARD OF COUNTY COMMISSIONERS  
**FROM:** AMANDA BULLARD, PURCHASING MANAGER *AB*  
**THRU:** VICKI EVANS, FINANCE DIRECTOR *V*  
**DATE:** AUGUST 21, 2017  
**SUBJECT:** APPROVAL OF FORMAL BID AWARD FOR A HYDRO-SEEDER FOR THE SOLID WASTE DEPARTMENT

**BACKGROUND:**

Funds in the FY18 budget in the amount of \$110,000.00 were approved for the purchase of a hydro-seeder for the Solid Waste Department. Formal bids were solicited and received. Only one bid met the required specifications and is therefore considered the only responsive bid, at a cost of \$102,185.00. North Carolina General Statute GS 143-129 does not require that a minimum number of bids be received for non-construction contracts.

**RECOMMENDATION:**

Request approval to award the bid to the lowest, responsive, responsible bidder; LSC Environmental Products, LLC.

/ab



**CUMBERLAND**  
**COUNTY**  
NORTH CAROLINA  
Solid Waste Management

**MEMORANDUM**

**TO:** AMANDA BULLARD, PURCHASING MANAGER  
**FROM:** JEROD ROBERTS, DIRECTOR OF SOLID WASTE  
**THRU:** TRACY JACKSON, ASSISTANT COUNTY MANAGER  
**DATE:** AUGUST 10, 2017  
**SUBJECT:** APPROVAL FOR FORMAL BID AWARD FOR HYDROSEEDER

**BACKGROUND:**

Cumberland County Solid Waste landfill must maintain vegetation on all side slopes to control erosion. Per the operations plan, vegetation must be established within 30 working days or 120 Calendar days upon completion of any phase. The County must establish vegetation on 22.5 acres, we are currently renting a 600-gallon hydro-seeder for \$2,500 a month that will only complete 1/6 of an acre at a time.

**RECOMMENDATION**

The purchase of a hydro seeder was approved as part of the budget adoption for FY 18 by the Board of Commissioners. The Solid Waste Department has advertised and taken bids for this piece of equipment. The lowest responsive bid was submitted by LCS Environmental Products in the amount of \$102,185. It is my recommendation that the Solid Waste Department move forward with the purchase of the Model PSA-2000 Hydro Seeder for \$102,185. This machine would allow the County Solid Waste Department to complete vegetative repairs in an efficient and timely manner.

Cc: Tracy Jackson, Assistant County Manager  
Jeffery Brown, Engineering & Infrastructure Director

AMY H. CANNON  
County Manager

SALLY S. SHUTT  
Assistant County Manager



MELISSA C. CARDINALI  
Assistant County Manager

W. TRACY JACKSON  
Assistant County Manager



ITEM NO. 3D

OFFICE OF THE COUNTY MANAGER

**MEMORANDUM FOR THE AGENDA OF THE AUGUST 21, 2017  
MEETING OF THE BOARD OF COMMISSIONERS**

**TO:** MEMBERS OF THE BOARD OF COMMISSIONERS

**FROM:** TRACY JACKSON, ASST. COUNTY MANAGER 

**THROUGH:** AMY CANNON, COUNTY MANAGER

**DATE:** AUGUST 16, 2017

**SUBJECT:** APPROVAL OF A CONTRACT EXTENSION WITH A THIRD-PARTY CONSULTANT FOR FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) REIMBURSEMENT

**BACKGROUND:**

On November 7, 2016, the Board of Commissioners approved hiring Innovative Emergency Management, Inc. (IEM) to provide consulting services as it relates to completing and submitting paperwork for FEMA reimbursement associated with Hurricane Matthew. There is a need to continue utilizing the services of IEM due to the lengthy and ongoing process for FEMA reimbursement. IEM has performed satisfactorily to date and has submitted many different projects on the County's behalf to FEMA. Attached to this memo is a proposal from IEM describing the consulting services to be provided to Cumberland County in a not to exceed amount of \$33,840. The period of performance will be July 1, 2017 to December 31, 2017.

**RECOMMENDATION/PROPOSED ACTION:**

Staff recommends approval of a contract extension with IEM and authorizing the County Manager to execute the contract extension with IEM.



2801 Slater Road, Suite 110 Morrisville, NC 27560

Mailing Address: P.O. BOX 110265 Research Triangle Park, NC 27709

1.800.977.8191 919.990.8191 www.iem.com

June 29, 2017

**Transmitted by Email**

Ms. Amanda Bullard  
Purchasing Division  
Cumberland County North Carolina  
117 Dick Street  
Fayetteville, NC 28301

**RE: Proposal to Provide Disaster Recovery Technical Assistance– Ongoing Public Assistance Consulting Services for DR-4285 Hurricane Matthew**

Dear Ms. Bullard:

Pursuant to Cumberland County RFP# 17-14-ES *FEMA Public Assistance Program Consulting*, due October 28, 2016, Cumberland County (County) selected IEM to provide the requested and a Master Services Agreement between the County and IEM, dated November 9, 2016, was executed. The term of the Master Services Agreement ends on June 30, 2017, the end of the County fiscal year. As the County seeks to continue the services IEM was providing under the MSA, we are presenting this proposal for continuing, as needed services to continue to provide recovery consulting for DR- 4285 Hurricane Matthew. This Proposal incorporates the terms and conditions, including pricing, of the MSA, as well as the IEM Proposal for FEMA Public Assistance Program Consulting, dated October 28, 2016. The proposed period of performance is July 1, 2017 through December 31, 2017.

Under Proposals 1 and 2, IEM staff assisted the County in identifying disaster-related damages and costs, advising on implementation of the FEMA Public Assistance Program, securing adequate supporting documentation for development of scope and costs of the County recovery projects for Project Worksheets and maintaining liaison with FEMA and NCEMA as necessary to progress the County's recovery. We anticipate delivery of nearly all documentation necessary for FEMA to develop Project Worksheets (PWs) for County projects by June 30, 2017, under Proposal 2. However, there is still some documentation which is still being developed by the County, and, it is likely that FEMA will make additional requests for information to ensure accurate formulation and pricing of projects and/or resolve any issues that may arise during review of the documentation and formulation of PWs for obligation.

In order to continue to support the County through the PW obligation process, and with preparation of requests for reimbursement and preparation for closeout as requested, we propose to provide the services of a Project Manager on-call and other "reach-back" technical support to respond to any

*I Think ∴ IEM*

requests or communications from FEMA or NCEMA and resolve any issues that may arise. We are offering on-call support as follows:

Project Manager – 145.00/hr, 32 hours per month average, for six months = \$27,840  
Support as needed from Senior Disaster Advisors or Technical Assistance Liaisons (165.00 and 137.00 an hour) for a total not to exceed \$6,000.

Total proposal not to exceed \$33,840.

Deliverables generated through the performance of the tasks above will be provided in hardcopy and/or electronic format as requested by the County. Microsoft Office applications (Word, Excel, etc.) will be used to develop the deliverables. IEM will submit each deliverable to a designated the County Point of Contact in draft format. Upon review and acceptance by the County Point of Contact, IEM will issue a final version of each deliverable.

Thank you for this opportunity to assist the County in successfully recovering from the impacts of Hurricane Matthew. Please feel free to contact me with any questions or comments on the above proposal.

Sincerely,

Anne Compson  
Manager of Public Assistance Program

cc: Jon Mabry  
Vickie Evans  
Teresa Carter

*I Think ∴ IEM*

RICKEY L. MOOREFIELD  
County Attorney



ITEM NO. 3E(1)

PHYLLIS P. JONES  
Assistant County Attorney

ROBERT A. HASTY, JR.  
Assistant County Attorney

**OFFICE OF THE COUNTY ATTORNEY**

5<sup>th</sup> Floor, New Courthouse • P.O. Box 1829 • Suite 551 • Fayetteville, North Carolina 28302-1829  
(910) 678-7762

**MEMO FOR THE AGENDA OF THE AUGUST 21, 2017,  
MEETING OF THE BOARD OF COMMISSIONERS**

**TO:** Board of Commissioners; County Manager; Myra Brooks  
**FROM:** County Attorney *R. Moorefield*  
**DATE:** August 14, 2017  
**SUBJECT:** Approval of Sale of Surplus Real Property at Barnes Street and at Tolar Street in the City of Fayetteville

**Attachment: Publisher's Affidavit**

**BACKGROUND:**

On June 19, 2017, the Board adopted a resolution of its intent to accept the offer of Mr. Clifford Bastien to purchase the following parcels for a single price of \$5,061.62:

Description	Tax Value	Deed	PIN
802 N/S Barnes St, Fayetteville, PIN 0437-30-4031	\$18,600.00	9425/659	0437-30-4031
Lot at Tolar St., Fayetteville, PIN 0437-30-4063	\$ 1,400.00		0437-30-4063

According to the County's tax records, these parcels are located in the City of Fayetteville, are vacant and zoned residential.

Notice of the proposed sale subject to the upset bid process required by G. S. § 160A-269 was advertised in the *Fayetteville Observer* on June 24, 2017. The publisher's affidavit is attached. More than 10 days have elapsed since the notice was published. No upset bid was received.

**RECOMMENDATION/PROPOSED ACTION:**

County Attorney recommends the Board accept this offer and authorize the Chair to execute a deed for the property upon the County's receipt of the balance of the purchase price.

# AFFIDAVIT OF PUBLICATION

NORTH CAROLINA  
Cumberland County

CUMBERLAND COUNTY  
BOARD OF COMMISSIONERS  
ADVERTISEMENT OF INTENT TO ACCEPT  
AN OFFER TO PURCHASE  
CERTAIN REAL PROPERTY PURSUANT  
TO N.C.G.S. 160A-269

Take notice that the Board of Commissioners finds the real property described herein is not needed for governmental purposes and proposes to accept an offer to purchase the properties located in the City of Fayetteville at 802 Barnes St., with PIN 0437-30-4031, and at Tolar Street, with PIN 0437-30-4063, for a total purchase price of \$5,061.62. Within 10 days of this notice, any person may raise the bid by not less than ten percent (10%) of the first one thousand dollars (\$1,000) and five percent (5%) of the remainder by making a five percent (5%) deposit of the bid with the Clerk. This procedure shall be repeated until no further qualifying upset bids are received. The Board of Commissioners may at any time reject any and all offers. Further details may be obtained from the Office of the County Attorney, Suite 551-Courthouse, Fayetteville, NC 28302.  
June 19, 2017

Candice White, Clerk to the Board  
6/24 4921707

Before the undersigned, a Notary Public of said County and state, duly commissioned and authorized to administer oaths, affirmations, etc., personally appeared. CINDY O. MCNAIR  
Who, being duly sworn or affirmed, according to law, doth depose and say that he/she is a LEGAL SECRETARY of DB North Carolina Holdings, Inc., a corporation organized and doing business under the Laws of the State of Delaware, and publishing a newspaper known as the FAYETTEVILLE OBSERVER, in the City of Fayetteville, County and State aforesaid, and that as such he/she makes this affidavit; that he/she is familiar with the books, files and business of said Corporation and by reference to the files of said publication the attached advertisement of CL Legal Line CCBOC - 802 BARNES ST., TOLAR STREET of CUMB CO ATTORNEY'S was inserted in the aforesaid newspaper in space, and on dates as follows:

6/24/2017

and at the time of such publication The Fayetteville Observer was a newspaper meeting all the requirements and qualifications prescribed by Sec. No. 1-597 G.S. of N.C.

The above is correctly copied from the books and files of the aforesaid corporation and publication.

*Cindy O. McNaair*

LEGAL SECRETARY

Title

Cumberland County, North Carolina

Sworn or affirmed to, and subscribed before me, this 11 day of July, A.D., 2017.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal, the day and year aforesaid.

*Pamela H. Walters*

Pamela H. Walters, Notary Public

My commission expires 5th day of December, 2020.

MAIL TO: CUMB CO ATTORNEY'S  
PO BOX 1829,  
FAYETTEVILLE, NC 28302

0004921707

RICKEY L. MOOREFIELD  
County Attorney



ITEM NO. 3E(2)

PHYLLIS P. JONES  
Assistant County Attorney

ROBERT A. HASTY, JR.  
Assistant County Attorney

**OFFICE OF THE COUNTY ATTORNEY**

5<sup>th</sup> Floor, New Courthouse • P.O. Box 1829 • Suite 551 • Fayetteville, North Carolina 28302-1829  
(910) 678-7762

**MEMO FOR THE AGENDA OF THE AUGUST 21, 2017,  
MEETING OF THE BOARD OF COMMISSIONERS**

**TO:** Board of Commissioners; County Manager; Myra Brooks  
**FROM:** County Attorney *R. Moorefield*  
**DATE:** August 15, 2017  
**SUBJECT:** Approval of Sale of Surplus Real Property, Being Lot 311, Savoy Heights, Sec. 1,  
Plat Book 20 at Page 21

**Attachment:** Publisher's Affidavit

**BACKGROUND:**

On May 15, 2017, the Board adopted a resolution of its intent to accept the offer of Dale and Dianna Brigham to purchase the property with PIN 0437-00-6970, being Lot 311 Savoy Heights, Sec. 1, Plat Book 20 at Page 21, for \$519.05. The parcel is zoned residential, with a tax value of \$9,227.47. Based on the County GIS Parcel Viewer System, there is not a structure on the property.

Notice of the proposed sale subject to the upset bid process required by G. S. § 160A-269 was advertised in the *Fayetteville Observer* on May 23, 2017. The publisher's affidavit is attached. More than 10 days have elapsed since the notice was published. No upset bid was received.

**RECOMMENDATION/PROPOSED ACTION:**

County Attorney recommends the Board accept this offer and authorize the Chair to execute a deed for the property upon the County's receipt of the balance of the purchase price.

# AFFIDAVIT OF PUBLICATION

NORTH CAROLINA  
Cumberland County

CUMBERLAND COUNTY  
BOARD OF COMMISSIONERS  
ADVERTISEMENT OF PROPOSAL TO  
ACCEPT AN OFFER TO PURCHASE  
CERTAIN REAL PROPERTY PURSUANT TO  
N.C.G.S. § 160A-269

Take notice that the Board of Commissioners finds the following real property is not needed for governmental purposes and proposes to accept an offer to purchase the property, being Lot 311, Savoy Heights, Sec. 1, Plat Book 2021, PIN 0437-004670, for a purchase price of \$519.05. Within 10 days of this notice, any person may raise the bid by not less than ten percent (10%) of the first one thousand dollars (\$1,000) and five percent (5%) of the remainder by making a five percent (5%) deposit of the bid with the Clerk. This procedure shall be repeated until no further qualifying upset bids are received. The Board of Commissioners may at any time reject any and all offers. Further details may be obtained from the Office of the County Attorney, Suite 551-Courthouse, Fayetteville, NC 28302.  
May 15, 2017  
Candice White, Clerk to the Board  
5/23 4907292

Before the undersigned, a Notary Public of said County and state, duly commissioned and authorized to administer oaths, affirmations, etc., personally appeared. CINDY O. MCNAIR  
Who, being duly sworn or affirmed, according to law, doth depose and say that he/she is a LEGAL SECRETARY of DB North Carolina Holdings, Inc., a corporation organized and doing business under the Laws of the State of Delaware, and publishing a newspaper known as the FAYETTEVILLE OBSERVER, in the City of Fayetteville, County and State aforesaid, and that as such he/she makes this affidavit; that he/she is familiar with the books, files and business of said Corporation and by reference to the files of said publication the attached advertisement of CL Legal Line CCBOC - PURSUANT TO N.C.G.S § 160A-269 of CUMB CO ATTORNEY'S was inserted in the aforesaid newspaper in space, and on dates as follows:

5/23/2017

and at the time of such publication The Fayetteville Observer was a newspaper meeting all the requirements and qualifications prescribed by Sec. No. 1-597 G.S. of N.C.

The above is correctly copied from the books and files of the aforesaid corporation and publication.

*Cindy O. McNaair*

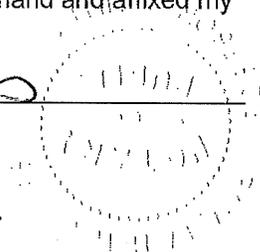
LEGAL SECRETARY  
Title

Cumberland County, North Carolina

Sworn or affirmed to, and subscribed before me, this 16 day of June, A.D., 2017.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal, the day and year aforesaid.

*Pamela H. Walters*  
Pamela H. Walters, Notary Public



My commission expires 5th day of December, 2020.

MAIL TO: CUMB CO ATTORNEY'S  
PO BOX 1829,  
FAYETTEVILLE, NC 28302

0004907292

RICKEY L. MOOREFIELD  
County Attorney



ITEM NO. \_\_\_\_\_

3E(3)

PHYLLIS P. JONES  
Assistant County Attorney

ROBERT A. HASTY, JR.  
Assistant County Attorney

**OFFICE OF THE COUNTY ATTORNEY**

5<sup>th</sup> Floor, New Courthouse • P.O. Box 1829 • Suite 551 • Fayetteville, North Carolina 28302-1829  
(910) 678-7762

**MEMO FOR THE AGENDA OF THE AUGUST 21, 2017,  
MEETING OF THE BOARD OF COMMISSIONERS**

**TO:** Board of Commissioners; County Manager; Myra Brooks  
**FROM:** County Attorney *R. Moorefield*  
**DATE:** August 15, 2017  
**SUBJECT:** Approval of Sale of Surplus Real Property, Being Lots 11-13, H. L. Dawson S/D, PB 14/39, Located at 2225 Roosevelt Drive, Fayetteville, NC

**Attachment: Publisher's Affidavit**

**BACKGROUND:**

On May 15, 2017, the Board adopted a resolution of its intent to accept an offer to purchase the property with PIN 0428-97-7506, being Lots 11-13, H.L. Dawson S/D, Plat Book 14 at Page 39, located at 2225 Roosevelt Drive, Fayetteville, NC for \$9,175.21. The property is zoned SF6 with a tax value of \$86,364. Based on the GIS Mapping and the tax records, there is a structure on the lot.

Notice of the proposed sale subject to the upset bid process required by G. S. § 160A-269 was advertised in the *Fayetteville Observer* on May 23, 2017. On June 1, an upset bid was received by Dale and Dianna Brigham to purchase the property for \$9,683.97 and was advertised in the *Fayetteville Observer* on June 14, 2017. The publisher's affidavit is attached. More than 10 days have elapsed since the notice was published. No upset bid was received.

**RECOMMENDATION/PROPOSED ACTION:**

County Attorney recommends the Board accept Dale and Dianna Brigham's offer and authorize the Chair to execute a deed for the property upon the County's receipt of the balance of the purchase price.

# AFFIDAVIT OF PUBLICATION

NORTH CAROLINA  
Cumberland County

CUMBERLAND COUNTY  
BOARD OF COMMISSIONERS  
ADVERTISEMENT OF PROPOSAL  
TO ACCEPT AN OFFER TO PURCHASE  
CERTAIN REAL PROPERTY PURSUANT TO  
N.C.G.S § 160A-269

Take notice that the Board of Commissioners finds the real property with PIN 0428-97-7506, being Lots 11-13, H. L. Dawson S/D, PB 14/39, located at 2225 Roosevelt Drive, Fayetteville, NC, is not needed for governmental purposes and proposes to accept an offer to purchase the property for \$9,683.97. Within 10 days of this notice, any person may raise the bid by not less than ten percent (10%) of the first one thousand dollars (\$1,000) and five percent (5%) of the remainder by making a five percent (5%) deposit of the bid with the Clerk. This procedure shall be repeated until no further qualifying upset bids are received. The Board of Commissioners may at any time reject any and all offers. Further details may be obtained from the Office of the County Attorney, Suite 551-Courthouse, Fayetteville, NC 28302.  
May 15, 2017

Candice White, Clerk to the Board  
6/14 4916912

Before the undersigned, a Notary Public of said County and state, duly commissioned and authorized to administer oaths, affirmations, etc., personally appeared. CINDY O. MCNAIR

Who, being duly sworn or affirmed, according to law, doth depose and say that he/she is a LEGAL SECRETARY of DB North Carolina Holdings, Inc., a corporation organized and doing business under the Laws of the State of Delaware, and publishing a newspaper known as the FAYETTEVILLE OBSERVER, in the City of Fayetteville, County and State aforesaid, and that as such he/she makes this affidavit; that he/she is familiar with the books, files and business of said Corporation and by reference to the files of said publication the attached advertisement of CL Legal Line CCBOC PROPOSAL - N.C.G.S § 160A-269 of CUMB CO ATTORNEY'S was inserted in the aforesaid newspaper in space, and on dates as follows:

6/14/2017

and at the time of such publication The Fayetteville Observer was a newspaper meeting all the requirements and qualifications prescribed by Sec. No. 1-597 G.S. of N.C.

The above is correctly copied from the books and files of the aforesaid corporation and publication.

*Cindy O. McNaair*

LEGAL SECRETARY

Title

Cumberland County, North Carolina

Sworn or affirmed to, and subscribed before me, this 11 day of July, A.D., 2017.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal, the day and year aforesaid.

*Pamela H. Walters*

Pamela H. Walters, Notary Public

My commission expires 5th day of December, 2020.

MAIL TO: CUMB CO ATTORNEY'S  
PO BOX 1829,  
FAYETTEVILLE, NC 28302

0004916912

ORDINANCE ASSESSING PROPERTY FOR THE COSTS  
OF DEMOLITION OF A STRUCTURE PURSUANT TO  
THE MINIMUM HOUSING CODE OF CUMBERLAND COUNTY  
CASE NUMBER: MH 1311-2016  
PROPERTY OWNER: Grady C. & Patricia Elliott

WHEREAS, the Board of County Commissioners of Cumberland County, North Carolina, on February 20, 2017, enacted an ordinance directing the demolition by the owner of the structure Grady C. & Patricia Elliott, located at 7647 Dunn Road, Godwin, NC, PIN: 0581-37-0916, said ordinance being recorded in Book 10048, page 0609, of the Cumberland County Registry of Deeds;

WHEREAS, the time within which said demolition was to be performed has expired and the owner(s) failed to comply with the ordinance within such period; and

WHEREAS, the said ordinance further directed the Minimum Housing Inspector to effect the demolition of the structure(s) in the event the owner(s) failed to do so;

WHEREAS, the Minimum Housing Inspector has reported to this Board that:

- (1) Said work had been accomplished.
- (2) The cost of such work was \$5,500.00.
- (3) There were no salable materials resulting from said work.

NOW THEREFORE, the above report coming on to be considered and the Board of County Commissioners find it to be a true and accurate accounting, the said Board hereby ORDAINS:

(1) That the real property on which the work was performed be, and it hereby is, assessed in the amount of \$5,500.00, said sum being the unpaid balance of the cost of the work set forth in the Inspector's Report;

(2) That as provided in the Ordinance of Cumberland County dated February 20, 2017, and in Section 153A-372 of the General Statutes of North Carolina, the amount of the foregoing assessment be, and hereby does constitute, a lien against the real property upon which such costs were incurred, such property being more particularly described as follows:

The structure and premises located at 7647 Dunn Road, Godwin, NC, as described in Deed Book 3022, page 341, of the Cumberland County Registry and identified in County tax records as PIN 0581-37-0916.

(3) That as further provided in Section 160A-443(6) of the General Statutes of North Carolina, such lien shall be filed, have the same priority, and be collected as the lien for special assessment provided in Article 10 of Chapter 160A of said General Statutes;

(4) That one copy of this resolution be filed in the minutes of this Board of County Commissioners and another copy certified and delivered by the Clerk as a charge to the Tax Collector, who shall thereupon enter the amount of the assessment set forth above upon the Tax Books of the County as a special assessment against the above described property.

\* \* \* \* \*

I certify that the foregoing Ordinance was adopted and ordered by the Board of Commissioners of Cumberland County, North Carolina, this 21th day of August 2017, at 6:45 p.m. o'clock.

\_\_\_\_\_  
Cumberland County Clerk

ORDINANCE ASSESSING PROPERTY FOR THE COSTS  
OF DEMOLITION OF A STRUCTURE PURSUANT TO  
THE MINIMUM HOUSING CODE OF CUMBERLAND COUNTY  
CASE NUMBER: MH 1581-2016  
PROPERTY OWNER: Vanessa G. Cuthbert

WHEREAS, the Board of County Commissioners of Cumberland County, North Carolina, on December 19, 2016, enacted an ordinance directing the demolition by the owner of the structure Vanessa G. Cuthbert, located at 2404 Elcar Drive, Fayetteville, NC, PIN: 0415-55-7134, said ordinance being recorded in Book 10010, page 0186 , of the Cumberland County Registry of Deeds;

WHEREAS, the time within which said demolition was to be performed has expired and the owner(s) failed to comply with the ordinance within such period; and

WHEREAS, the said ordinance further directed the Minimum Housing Inspector to effect the demolition of the structure(s) in the event the owner(s) failed to do so;

WHEREAS, the Minimum Housing Inspector has reported to this Board that:

- (1) Said work had been accomplished.
- (2) The cost of such work was \$3,300.00.
- (3) There were no salable materials resulting from said work.

NOW THEREFORE, the above report coming on to be considered and the Board of County Commissioners find it to be a true and accurate accounting, the said Board hereby ORDAINS:

(1) That the real property on which the work was performed be, and it hereby is, assessed in the amount of \$3,300.00, said sum being the unpaid balance of the cost of the work set forth in the Inspector's Report;

(2) That as provided in the Ordinance of Cumberland County dated December 19, 2016, and in Section 153A-372 of the General Statutes of North Carolina, the amount of the foregoing assessment be, and hereby does constitute, a lien against the real property upon which such costs were incurred, such property being more particularly described as follows:

The structure and premises located at 2404 Elcar Drive, Fayetteville, NC, as described in Deed Book 4125, page 575, of the Cumberland County Registry and identified in County tax records as PIN 0415-55-7134.

(3) That as further provided in Section 160A-443(6) of the General Statutes of North Carolina, such lien shall be filed, have the same priority, and be collected as the lien for special assessment provided in Article 10 of Chapter 160A of said General Statutes;

(4) That one copy of this resolution be filed in the minutes of this Board of County Commissioners and another copy certified and delivered by the Clerk as a charge to the Tax Collector, who shall thereupon enter the amount of the assessment set forth above upon the Tax Books of the County as a special assessment against the above described property.

\* \* \* \* \*

I certify that the foregoing Ordinance was adopted and ordered by the Board of Commissioners of Cumberland County, North Carolina, this 21th day of August 2017, at 6:45 p.m. o'clock.

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Cumberland County Clerk

ORDINANCE ASSESSING PROPERTY FOR THE COSTS  
OF DEMOLITION OF A STRUCTURE PURSUANT TO  
THE MINIMUM HOUSING CODE OF CUMBERLAND COUNTY  
CASE NUMBER: MH 1645-2016  
PROPERTY OWNER: Robert A. Rippe

WHEREAS, the Board of County Commissioners of Cumberland County, North Carolina, on April 18, 2017, enacted an ordinance directing the demolition by the owner of the structure Robert A. Rippe, located at 225 Rachel Road, Fayetteville, NC, PIN: 0542-34-3864, said ordinance being recorded in Book 10090, page 0822, of the Cumberland County Registry of Deeds;

WHEREAS, the time within which said demolition was to be performed has expired and the owner(s) failed to comply with the ordinance within such period; and

WHEREAS, the said ordinance further directed the Minimum Housing Inspector to effect the demolition of the structure(s) in the event the owner(s) failed to do so;

WHEREAS, the Minimum Housing Inspector has reported to this Board that:

- (1) Said work had been accomplished.
- (2) The cost of such work was \$9,750.00.
- (3) There were no salable materials resulting from said work.

NOW THEREFORE, the above report coming on to be considered and the Board of County Commissioners find it to be a true and accurate accounting, the said Board hereby ORDAINS:

(1) That the real property on which the work was performed be, and it hereby is, assessed in the amount of \$9,750.00, said sum being the unpaid balance of the cost of the work set forth in the Inspector's Report;

(2) That as provided in the Ordinance of Cumberland County dated April 18, 2017, and in Section 153A-372 of the General Statutes of North Carolina, the amount of the foregoing assessment be, and hereby does constitute, a lien against the real property upon which such costs were incurred, such property being more particularly described as follows:

The structure and premises located at 225 Rachel Road, Fayetteville, NC, as described in Deed Book 2880, page 065, of the Cumberland County Registry and identified in County tax records as PIN 0542-34-3864.

(3) That as further provided in Section 160A-443(6) of the General Statutes of North Carolina, such lien shall be filed, have the same priority, and be collected as the lien for special assessment provided in Article 10 of Chapter 160A of said General Statutes;

(4) That one copy of this resolution be filed in the minutes of this Board of County Commissioners and another copy certified and delivered by the Clerk as a charge to the Tax Collector, who shall thereupon enter the amount of the assessment set forth above upon the Tax Books of the County as a special assessment against the above described property.

\* \* \* \* \*

I certify that the foregoing Ordinance was adopted and ordered by the Board of Commissioners of Cumberland County, North Carolina, this 21th day of August 2017, at 6:45 p.m. o'clock.

\_\_\_\_\_  
Cumberland County Clerk

ORDINANCE ASSESSING PROPERTY FOR THE COSTS  
OF DEMOLITION OF A STRUCTURE PURSUANT TO  
THE MINIMUM HOUSING CODE OF CUMBERLAND COUNTY  
CASE NUMBER: MH 1102-2015  
PROPERTY OWNER: Bobbie Jacobs-Ghaffar

WHEREAS, the Board of County Commissioners of Cumberland County, North Carolina, on September 19, 2016, enacted an ordinance directing the demolition by the owner of the structure Bobbie Jacobs-Ghaffar, located at 3063 Smith Road, Fayetteville, NC, PIN: 0415-37-3833, said ordinance being recorded in Book 09957, page 0342 , of the Cumberland County Registry of Deeds;

WHEREAS, the time within which said demolition was to be performed has expired and the owner(s) failed to comply with the ordinance within such period; and

WHEREAS, the said ordinance further directed the Minimum Housing Inspector to effect the demolition of the structure(s) in the event the owner(s) failed to do so;

WHEREAS, the Minimum Housing Inspector has reported to this Board that:

- (1) Said work had been accomplished.
- (2) The cost of such work was \$1,450.00.
- (3) There were no salable materials resulting from said work.

NOW THEREFORE, the above report coming on to be considered and the Board of County Commissioners find it to be a true and accurate accounting, the said Board hereby ORDAINS:

(1) That the real property on which the work was performed be, and it hereby is, assessed in the amount of \$1,450.00, said sum being the unpaid balance of the cost of the work set forth in the Inspector's Report;

(2) That as provided in the Ordinance of Cumberland County dated September 19, 2016, and in Section 153A-372 of the General Statutes of North Carolina, the amount of the foregoing assessment be, and hereby does constitute, a lien against the real property upon which such costs were incurred, such property being more particularly described as follows:

The structure and premises located at 3063 Smith Road, Fayetteville, NC, as described in Deed Book 08302, page 562, of the Cumberland County Registry and identified in County tax records as PIN 0415-37-3833.

(3) That as further provided in Section 160A-443(6) of the General Statutes of North Carolina, such lien shall be filed, have the same priority, and be collected as the lien for special assessment provided in Article 10 of Chapter 160A of said General Statutes;

(4) That one copy of this resolution be filed in the minutes of this Board of County Commissioners and another copy certified and delivered by the Clerk as a charge to the Tax Collector, who shall thereupon enter the amount of the assessment set forth above upon the Tax Books of the County as a special assessment against the above described property.

\* \* \* \* \*

I certify that the foregoing Ordinance was adopted and ordered by the Board of Commissioners of Cumberland County, North Carolina, this 21th day of August 2017, at 6:45 p.m. o'clock.

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Cumberland County Clerk

ORDINANCE ASSESSING PROPERTY FOR THE COSTS  
OF DEMOLITION OF A STRUCTURE PURSUANT TO  
THE MINIMUM HOUSING CODE OF CUMBERLAND COUNTY  
CASE NUMBER: MH 1659-2017  
PROPERTY OWNER: Dwight Sullivan

WHEREAS, the Board of County Commissioners of Cumberland County, North Carolina, on May 15, 2017, enacted an ordinance directing the demolition by the owner of the structure Dwight Sullivan, located at 7336 Hypony Trail, Parkton, NC, PIN: 9493-44-4672, said ordinance being recorded in Book 10094, page 0521, of the Cumberland County Registry of Deeds;

WHEREAS, the time within which said demolition was to be performed has expired and the owner(s) failed to comply with the ordinance within such period; and

WHEREAS, the said ordinance further directed the Minimum Housing Inspector to effect the demolition of the structure(s) in the event the owner(s) failed to do so;

WHEREAS, the Minimum Housing Inspector has reported to this Board that:

- (1) Said work had been accomplished.
- (2) The cost of such work was \$4,250.00.
- (3) There were no salable materials resulting from said work.

NOW THEREFORE, the above report coming on to be considered and the Board of County Commissioners find it to be a true and accurate accounting, the said Board hereby ORDAINS:

(1) That the real property on which the work was performed be, and it hereby is, assessed in the amount of \$4,250.00, said sum being the unpaid balance of the cost of the work set forth in the Inspector's Report;

(2) That as provided in the Ordinance of Cumberland County dated May 15, 2017, and in Section 153A-372 of the General Statutes of North Carolina, the amount of the foregoing assessment be, and hereby does constitute, a lien against the real property upon which such costs were incurred, such property being more particularly described as follows:

The structure and premises located at 7336 Hypony Trail, Parkton, NC, as described in Deed Book 7686, page 031, of the Cumberland County Registry and identified in County tax records as PIN 9493-44-4672.

(3) That as further provided in Section 160A-443(6) of the General Statutes of North Carolina, such lien shall be filed, have the same priority, and be collected as the lien for special assessment provided in Article 10 of Chapter 160A of said General Statutes;

(4) That one copy of this resolution be filed in the minutes of this Board of County Commissioners and another copy certified and delivered by the Clerk as a charge to the Tax Collector, who shall thereupon enter the amount of the assessment set forth above upon the Tax Books of the County as a special assessment against the above described property.

\* \* \* \* \*

I certify that the foregoing Ordinance was adopted and ordered by the Board of Commissioners of Cumberland County, North Carolina, this 21th day of August 2017, at 6:45 p.m. o'clock.

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Cumberland County Clerk

**Approval of Budget Ordinance Amendments for the August 21, 2017  
Board of Commissioners' Agenda**

**General Fund 101**

- 1) **Sheriff's Office - Budget Ordinance Amendment B180062 to recognize restitution funds in the amount of \$10,000**

The Board is requested to approve Budget Ordinance Amendment B180062 in the amount of \$10,000. These funds were awarded due to a court order for restitution and will be used to purchase ammunition.

Please note this amendment requires no additional county funds.

- 2) **Public Health, Community Transformation - Budget Ordinance Amendment B180160 to recognize federal grant funds in the amount of \$12,139 for contracted services and training/travel for the Tobacco Prevention program.**

The Board is requested to approve Budget Ordinance Amendment B180160 in the amount of \$12,139 representing federal and state funds from the Centers for Disease Control and Prevention; and the North Carolina Chronic Disease and Injury Prevention Fund. These funds will be used to provide staff travel and training to engage the community on tobacco awareness and prevention. Some funds will also be used to implement media campaigns as approved by the North Carolina Tobacco Prevention Control Branch and outlined in the FY18 action plan.

Please note this amendment requires no additional county funds.

- 3) **Public Health, General - Budget Ordinance Amendment B180239 to recognize grant funds from the Centers for Disease Control and Prevention in the amount of \$1,474**

The Board is requested to approve Budget Ordinance Amendment B180239 in the amount of \$1,474 representing grants funds from the Centers for Disease Control and Prevention to be used to purchase medical supplies for the North Carolina Tuberculosis Elimination and Laboratory Project.

Please note this amendment requires no additional county funds.

**4) Public Health, General - Budget Ordinance Amendment B180244 to recognize grant funds from the Centers for Disease Control and Prevention in the amount of \$14,539**

The Board is requested to approve Budget Ordinance Amendment B180244 in the amount of \$14,539 representing grants funds from the Centers for Disease Control and Prevention to be used towards providing services for the North Carolina AIDS program. These funds will be used towards contracted services for a facilitator who will follow up with patients to ensure they are adhering to medical requirements and focus on the suppression of the disease.

Please note this amendment requires no additional county funds.

**Crown Complex Fund 600**

**5) Crown Complex - Budget Ordinance Amendment B180176 to recognize Federal and State Disaster Reimbursements in the amount of \$65,850 and expenses totaling \$171,000 for repairs due to Hurricane Matthew and heavy rains prior to the hurricane**

The Board is requested to approve Budget Ordinance Amendment B180176 to recognize \$65,850 received from Federal and State grant funds: \$49,387 was received from the Federal Emergency Management Agency (FEMA) and \$16,463 was received from the North Carolina Department of Public Safety Emergency Management Division. Expenses to repair damages total \$171,000. \$121,000 will be used to repair two (2) retention ponds located at the Crown Center Complex and \$50,000 will be used to repair damages to the sewer from drainage failure and exposed lines.

Please note this amendment requires the use of Crown Complex fund balance in the amount of \$105,150.

**REGARDING THE FOLLOWING ITEMS 6- 15 PLEASE NOTE:**

Each fiscal year County departments may have projects that are not complete by the fiscal year end (6/30/17) or items ordered that have not been received by fiscal year end. These projects or items were approved in the Fiscal Year 2017 budget; however, the money was not spent by June 30, 2017.

The following amendments seek to bring those funds forward from FY 2017 into the current fiscal year, allowing departments to complete and pay for these items. These revisions are not using 'new' funds, but are recognizing the use of FY17 funds in FY18.

## **General Fund 101**

- 6) **Planning - Budget Ordinance Amendment B180205 to bring FY17 funds forward in the amount of \$8,895 for demolition projects**

The Board is requested to approve Budget Ordinance Amendment B180205 to bring FY17 funds forward in the amount of \$8,895. These funds are for demolition projects started in FY17 but not completed by June 30, 2017.

- 7) **Public Health, General - Budget Ordinance Amendment B180227 to bring FY17 funds forward in the amount of \$17,200 for computer software upgrades for the Health Department**

The Board is requested to approve Budget Ordinance Amendment B180227 to bring FY17 funds forward in the amount of \$17,200, to complete a server upgrade. This project began in FY17 but not completed by June 30, 2017.

- 8) **Public Health, Bio-Terrorism Preparedness - Budget Ordinance Amendment B180231 to bring FY17 funds forward in the amount of \$6,228 for bio-terrorism preparedness advertising**

The Board is requested to approve Budget Ordinance Amendment B180231 to bring FY17 funds forward in the amount of \$6,228. Funds from the North Carolina Department of Public Health Epidemiology were received in FY17 to be used towards two years of preparedness advertising at the Fayetteville Regional Airport.

- 9) **Library - Budget Ordinance Amendment B180243 to bring FY17 funds forward in the amount of \$143,440 for the E-Rate program and building maintenance and repairs**

The Board is requested to approve Budget Ordinance Amendment B180243 to bring FY17 funds forward in the amount of \$143,440. Federal E-Rate funds in the amount of \$121,430 were received in FY17 and were not expended by year end. In addition, building maintenance and repair projects in the amount of \$22,010 were started and not completed by June 30, 2017.

- 10) **Facilities - Budget Ordinance Amendment B180301 to bring FY17 funds forward in the amount of \$140,485 for Facilities Maintenance projects**

The Board is requested to approve Budget Ordinance Amendment B180301 to bring FY17 funds forward in the amount of \$140,485 to complete facility maintenance projects that started in FY17 but not completed by June 30, 2017 and include the final payment for the replacement of a chiller at the Law Enforcement Center.

## **Recreation Fund 250**

- 11) Parks and Recreation - Budget Ordinance Amendment B180936 to bring FY17 Recreation funds forward in the amount of \$225,000 for improvements to parks in the towns of Godwin and Wade**

The Board is requested to approve Budget Ordinance Amendment B180936 to bring FY17 Recreation funds forward in the amount of \$225,000. These funds are for improvements to parks located at the towns of Godwin and Wade as approved during the Facilities Committee meeting on June 1, 2017.

- 12) Hope Mills Recreation - Budget Ordinance Amendment B180154 to bring FY17 Recreation funds forward in the amount of \$12,183 based on tax revenue received in June**

The Board is requested to approve Budget Ordinance Amendment B180154 to bring FY17 Recreation funds forward in the amount of \$12,183. These funds represent the Recreation Tax levied for the Town of Hope Mills that were received during the end of FY17 and are to be distributed to the town of Hope Mills.

## **Crown Complex Fund 600**

- 13) Crown Complex - Budget Ordinance Amendment B180302 to bring FY17 Crown Complex funds forward in the amount of \$93,135 for maintenance and repair projects**

The Board is requested to approve Budget Ordinance Amendment B180302 to bring FY17 Crown Complex funds forward in the amount of \$93,135 for maintenance and repair projects that were started in FY17 but not completed by June 30, 2017.

## **NORCRESS Water and Sewer Fund 605**

- 14) NORCRESS Water and Sewer - Budget Ordinance Amendment B180304 to bring FY17 NORCRESS funds forward in the amount of \$15,438 for a video monitoring contract**

The Board is requested to approve Budget Ordinance Amendment B180304 to bring FY17 NORCRESS funds forward in the amount of \$15,438 for a video monitoring contract that was started in FY17 but ongoing for FY18. These funds will be used to maintain the video system used to observe the sewer lines.

**Solid Waste Fund 625**

- 15) Solid Waste - Budget Ordinance Amendment B180303 to bring FY17 Solid Waste funds forward in the amount of \$59,000 for repairs and improvements**

The Board is requested to approve Budget Ordinance Amendment B180303 to bring FY17 Solid Waste funds forward in the amount of \$59,000 for repairs and improvements. These projects were started in FY17 but not completed by June 30, 2017.

**Contingency Funds Report – FY18**

There was no use of contingency funds to report this period.

Charles Morris,  
Chair  
Town of Linden

Diane Wheatley,  
Vice-Chair  
Cumberland County

Jami McLaughlin,  
Town of Spring Lake  
Harvey Cain, Jr.,  
Town of Stedman

Donovan McLaurin,  
Wade, Falcon & Godwin



**CUMBERLAND**  
★ **COUNTY** ★  
NORTH CAROLINA

*Planning & Inspections Department*

Thomas J. Lloyd,  
Director

Cecil P. Combs,  
Deputy Director

Vikki Andrews,  
Carl Manning,  
Lori Epler,  
Cumberland County

Stan Crumpler,  
Town of Eastover

Patricia Hall,  
Town of Hope Mills

AUGUST 10, 2017

**ITEM NO.** 4A

MEMO TO: Cumberland County Board of Commissioners

FROM: Cumberland County Joint Planning Board

SUBJECT: **Case P17-07:** Revision and amendment to the Cumberland County Subdivision Ordinance amending Article XXIII, Improvement and Design Standards, Section 2302. Area-Specific Standards, sub-section A. Municipal Influence Areas; and Appendixes Exhibit 4, Official Municipal Influence Area and Sewer Service Area Map, and Exhibit 5, Municipal Influence Area Development Standards, Hope Mills column, row entitled Sidewalks (page E5-e).

ACTION: 1<sup>st</sup> motion for Case P17-07: 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.

2<sup>nd</sup> motion for Case P17-07: Move to approve the text amendment request provided that the boundary of the MIA is modified

**MINUTES OF JULY 18, 2017**

The Town of Hope Mills has requested a County Subdivision Ordinance text amendment so that the town's recently adopted sidewalk standards will apply to development of properties within the town's Municipal Influence Area (MIA). The Codes Committee has met on three occasions and the Comprehensive Planning Committee has met once concerning the above referenced subdivision ordinance text amendments. For detailed dates and explanation of pertinent events related to this recommendation, please see attached *P17-07: Timeline and Background Information* with attachments.

**1<sup>st</sup> MOTION**

The committees recommend the board find that the request from the Town of Hope Mills could only be consistent with the 2030 Growth Vision Plan, most particularly Policy Area 2: Well-Managed Growth and Development which specifies that "not all land is equally suited for development" and "Development that is convenient to existing public facilities maximizes taxpayer investments and minimizes local government service costs" if the modified staff recommended Hope Mills MIA boundary is approved. In addition, Policy Area 2 establishes the need for clearly defined urban and rural areas for development purposes and that different development standards should apply, "e.g. no curb and gutter, no streetlights, etc." where rural development densities are designated. The request with the modified Hope Mills MIA boundary would be more consistent with the Southwest Land Use Plan that clearly defines ideal development densities, patterns and standards for urban, suburban and farmland areas.

The committee recommends the board further find that approval of the requested text amendment would be reasonable and in the public interest **only if** the town's MIA boundary is modified as recommended by staff and agreed to by the Hope Mills Board of Commissioners with the text to Section 2302.A also being amended to reflect the two district MIA boundaries, 10 year and 20 year which is intended to reflect those properties most likely to be annexed by the town within a 10 year and 20 year timeframe.

**2<sup>nd</sup> MOTION**

The committees' recommendation to approve the request provided that the boundary of the MIA is modified is based on the above information and the following:

1. The attached timeline establishes the discrepancies between the fairly recently adopted land use plans and the previously stated MIA purpose and intent;
2. The current MIA boundaries were generally created primarily as an attempt to stop the City of Fayetteville from annexing properties completely surrounding the smaller municipalities, which is no longer an issue due to the change in the annexation laws coupled with the change to the Public Works Commission's Charter; and
3. To include developed parcels within any MIA is fruitless and inequitable to the individual lot owners considering the current annexations laws.

**Ms. Hall made both motions referenced above, seconded by Mrs. Epler, to follow the staff recommendations and approve the text amendment. The motions passed unanimously.**

**P17-07**  
**COUNTY SUBDIVISION ORDINANCE TEXT AMENDMENT**  
[Municipal Influence Area (MIA) and Hope Mills Sidewalks in MIA]

**HEADING HAS CHANGED**

**P17-07.** REVISION AND AMENDMENT TO THE CUMBERLAND COUNTY SUBDIVISION ORDINANCE AMENDING ARTICLE XXIII, IMPROVEMENT AND DESIGN STANDARDS, SECTION 2302. AREA-SPECIFIC STANDARDS, A. MUNICIPAL INFLUENCE AREAS; AND APPENDIXES EXHIBIT 4, OFFICIAL MUNICIPAL INFLUENCE AREA AND SEWER SERVICE AREA MAP, AND EXHIBIT 5 MUNICIPAL INFLUENCE AREA DEVELOPMENT STANDARDS, HOPE MILLS COLUMN, ROW ENTITLED *SIDEWALKS* (PAGE E5-E).

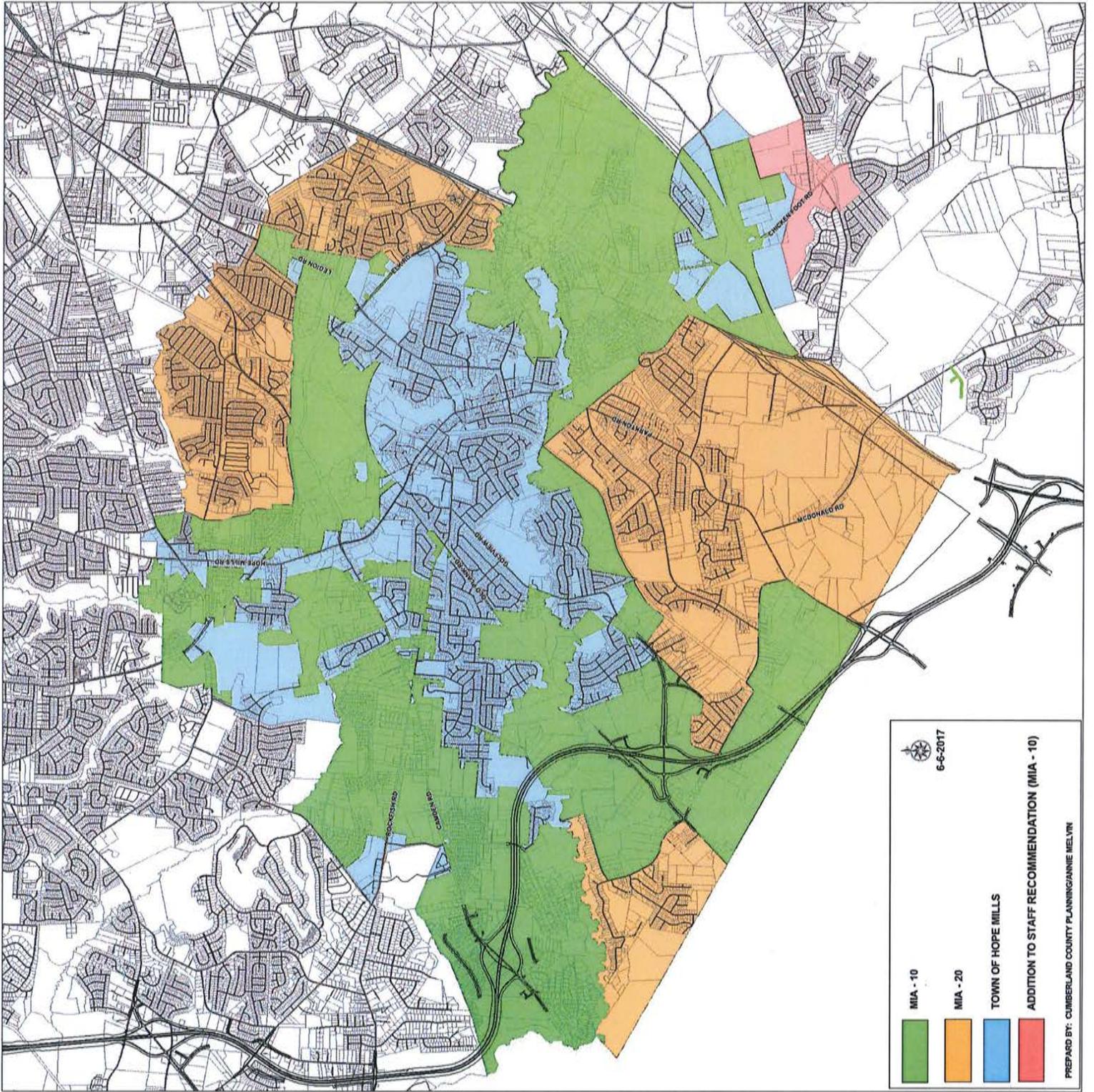
**ARTICLE XXIII**  
**IMPROVEMENT AND DESIGN STANDARDS**

**SECTION 2302. AREA-SPECIFIC STANDARDS.**

A. *Municipal Influence Areas.*

1. *Municipal Influence Area Application.* The Board of Commissioners may approve and establish a *Municipal Influence Area* (MIA) for a municipality. All subdivisions or developments with four or more proposed lots/units derived from the same parent tract as of the date of this ordinance and located within a municipality's MIA shall be designed and constructed in accordance with the subdivision design standards officially adopted by the municipality and explicitly listed in this ordinance, except that no payment in lieu for any required improvement may be charged as a condition of approval of the proposed development for the benefit of any municipality, and no permit or inspection fee can be imposed by the municipality so long as the property proposed for development remains outside that municipality's corporate limits at the time the property is developed. ~~as provided in any~~ The terms of any interlocal agreement adopted by the County Commissioners and affected governing bodies shall prevail in the event of conflict between the provisions of this ordinance and the agreed upon terms of the interlocal agreement. The subdivision design standards for each municipality are attached to this ordinance as "Exhibit 5" and entitled *MIA Subdivision Design Standards*.  
(Amd. 12-19-11)

2. *Municipal Influence Area Map.* The official MIA map – see Exhibit 4 – shall be maintained by the Planning and Inspections Department and kept on file with the office of the Clerk to the County Board of Commissioners. Each MIA shall be designated with two distinct areas, "10 year" and a "20 year". The 10 year area shall include the properties with the highest probability of annexation and the municipal development standards shall only apply within the ten year area. Each assigned MIA boundary shall be evaluated every five years.



6-6-2017



MIA - 10



MIA - 20



TOWN OF HOPE MILLS



ADDITION TO STAFF RECOMMENDATION (MIA - 10)



PREPARED BY: CUMBERLAND COUNTY PLANNING/JANIE MELVIN

## Exhibit 5 - MIA Development Standards

DEVELOPMENT STANDARD	FAYETTEVILLE	HOPE MILLS	SPRING LAKE	EASTOVER	STEDMAN	WADE	LINDEN	FALCON	GODWIN	
Sidewalks (complying w/ ADA standards)	One side of all streets w/in development; Along existing collector or arterial street adjacent to development [Sec. 25-61(5)] [Per interlocal agreement, in SSA on one side of collector streets (serves/intended to serve at least 100 dwelling units) and both sides of all thoroughfares]	Both <del>Density equal to or greater than 2 units per acre, both</del> sides of all proposed streets, internal drives for non-residential & multi-family - <del>required only when curb &amp; gutter type street cross-section exists, and along</del> Along existing collector or arterial street(s) adjacent to development; sidewalks standards shall not apply in the Cumberland Industrial Center [Sec. 86A-405 86-122(g)]	One side of street, location determined by Town Building Inspector [§155.67(F)]	Pending - currently same as County	4' wide along all streets whether proposed (new) or existing, except cul-de-sac serving 8 or less lots/units  When adjacent to parking area, 6' wide (Sec. 4.3.g)	4' paved sidewalks on one side of all new streets adjacent to curb and gutter (Sec.4.1.h)	Not applicable; however, sidewalks cannot be located over Town-owned water lines & Town will not accept existing system with sidewalks over lines			
Group Development Provisions	Same as County	Min. size of tract 40,000 sq ft;  Setbacks comply with zoning of site  40' access point  1/35 acre per unit on site recreation	Min. size of tract 40,000 sq ft;  Setbacks comply with zoning of site  40' access point	Pending - currently same as County	Same as County (Sec. 3.21)	Same as County (Sec. 3.21)	Not applicable	Same as County (Sec. 3.21)	Same as County (Sec. 3.21)	

E5 - e

MIA Table

Cumberland County Subdivision Ordinance, Sec. 2302.A  
P17-07 JPB Codes Com Recommendation, HM Sidewalks June 6, 2017

**P17-07: Timeline and Background Information**

- May 1, 1995** 2010 Land Use Plan was adopted by the Board of Commissioners. Included in the plan was the creation of the Municipal Influence Area (MIA) concept. A MIA was established for each municipality with the intent to facilitate annexation by ensuring the minimum development standards of the affected municipality were met as properties were developed. This concept was intended to ensure that annexations were more efficient and less expensive. (pp. 4-1 to 4-2)
- May 16, 2011** Over the years, the MIA boundaries were changed and/or removed due to non-participation in the joint planning process and ultimately reinstated. The MIA boundaries as they exist today were last modified in 2011 by the County Commissioners. (p. 4-3)
- June & July 2011 & May 2012** The North Carolina General Assembly vastly changed the laws governing involuntary annexations of properties which have had the effect of municipalities finding it difficult to successfully involuntarily annex properties. (Rather than including the various bills, a blog from the UNC School of Government is included, pp. 4-4 to 4-6)
- November 18, 2013** The County Board of Commissioners adopted the Southwest Cumberland Land Use Plan (SW LUP) which included the SW Land Use Map. The map as adopted includes a considerable amount of properties within the Hope Mills MIA designated as either for “**farmland**” (preserve rural character, promote measures that protect farmland from urban development and encroachment, one unit per acre or more) or “**suburban**” (allowable density of less than two units per acre) (p. 4-7)
- March 17, 2014** The Town of Hope Mills’ Board of Commissioners adopted the SW LUP as addressed above.
- June 22, 2015** The Hope Mills Board of Commissioners approved text amendments to the town’s subdivision and zoning ordinances related to their sidewalk requirements. (The zoning ordinance amendments are irrelevant to this current case.) The text amendment was made applicable to development of properties within the town immediately. (pp. 4-8 to 4-10)
- June 29, 2016** The General Assembly ratified changes to the Public Works Commission’s Charter, among the changes is the declaration forbidding Fayetteville Council to request annexation in order to receive water service. (pp. 4-11 to 4-13)
- December 9, 2016** The Hope Mills Town Manager hand delivered a letter to the County Manager requesting that the MIA provisions concerning sidewalks be amended so that when properties within the Hope Mills MIA were developed, the June 2015 sidewalk regulations would apply. A courtesy copy of the letter was delivered to the County Planning Staff on the same day. (p. 4-14)

- January 2017 EOM** The County Planning Staff met with the then Interim Town Manager (now Manager) and the Town Planner explaining that the County Staff could only support the requested sidewalk amendment if the MIA boundaries for the town were revised. The County Staff's position was based on the adopted SW Land Use Plan and the General Assembly's Session Laws amending the annexation laws, which resulted in the staff recommending that the areas designated as farmland and suburban in addition to the developed areas being removed from the MIA.
- February 2017 BOM** The County Staff met with the Hope Mills Mayor, one Commissioner, and the Manager and Planner with the town representatives explaining their requested changes to the proposed MIA boundaries. The County Staff was agreeable to some of the requested changes.
- February 21, 2017** The County Planning Staff presented the Hope Mills requested MIA amendment to the Joint Planning Board's Codes Committee. Staff explained the proposed modification to the MIA boundary, the Land Use Plan and the town representative's position. The committee voted to recommend that the Planning Board not take action on the amendment until the staff brings back the proposed changes to the MIA.
- February 21, 2017** The Joint Planning Board voted unanimously to send the sidewalk text amendment back to the Codes Committee.
- March 6, 2017** The Hope Mills Board of Commissioners adopted a resolution indicating their specific requested boundaries and the reasoning for said boundaries. (p. 4-15 to 4-17)
- March 14, 2017** The Planning Staff re-visited the Hope Mills Commissioners' request and made some minor modifications to the proposed boundary. In addition, staff agreed that if the proposed staff version was adopted, that upon annexation the boundaries should automatically shift a similar distance.
- March 21, 2017** The Codes Committee considered the Hope Mills' Commissioners request and the County Staff's proposal. By unanimous vote, the committee recommended approval of the Hope Mills request for the town's June 2015 sidewalk regulations to apply within the town's MIA provided that the staff version of the proposed MIA boundary along with the text amendment for MIA boundaries to automatically shift was approved.
- April 18, 2017** The Codes Committee's recommendation as stated above was presented to the Joint Planning Board, after discussion the board voted unanimously to direct staff to schedule a meeting with the full Hope Mills Board of Commissioners to explain the staff recommendation.

- May 5, 2017** Director Tom Lloyd and Patti Speicher met with the Hope Mills Commissioners at a “Special Joint Meeting.” At this meeting, the staff position was explained and after extensive dialogue between those present, it was agreed that the staff would change their recommendation to a 10 and 20 year MIA. (p. 4-18)
- May 9, 2017** County Planning’s Graphics Section completed the proposed changes to the Hope Mills MIA map, the map was emailed to the Town Manager and Town Planner requesting the town staff and board members take a look and to let the County staff know if the town was okay with the proposal. In addition, it was explained to the Manager and Town Planner that this case would be scheduled for the July Planning Board meeting. (pp. 4-19 to 4-20)
- May 15, 2017** At the regular meeting of the Hope Mills Board of Commissioners, the Town Planner presented the proposed changes and the Hope Mills Commissioners voted unanimously to accept the County Planning Staff’s revised recommendation. (pp. 4-21 to 4-22)
- May 16, 2017** Per the staff’s request the Joint Planning Board deferred Case No. P17-07 to the board’s July 18, 2017 meeting. (pp. 4-23 to 4-24)
- May 31, 2017** An email was sent to the County Planning Staff from the Town Planner formally notifying the staff of the town’s agreement to the proposed Hope Mills’ MIA map. (p. 4-25)
- June 6, 2017** At a joint meeting, the Planning Board’s Comprehensive Planning and Land Use Codes committees voted unanimously to recommend approval of the proposed text amendment for sidewalks in the Hope Mills MIA and the modification to the Hope Mills MIA. The committees recommended forwarding Case P17-07 to the full Planning Board.
- July 18, 2017** Case P17-07 is included on the agenda for consideration by the Joint Planning Board.

**GENERAL RECOMMENDATIONS**

The Plan contains some recommendations which are broad concepts applicable to all development in the County. This Section outlines these general recommendations, which include the Urban Services Area/Municipal Influence Area Concept, "Designated Entrance Corridors" Concept, the Nodal/Corridor Urban Form Concept, the 2010 Land Use Plan Map, and the Transitional Use and Zoning Policy Concept.

**THE URBAN SERVICES AREA/MUNICIPAL INFLUENCE AREA (MIA) CONCEPT**

Early planning efforts in Cumberland County recognized the need to address urban sprawl. This was addressed in 1973 through the Urban Services Area Concept. Over the years, the concept was used as a planning tool by the Planning Staff in its deliberations on rezoning cases. Recently, the Board of County Commissioners adopted the policy of enforcing new development standards within the Urban Services Area. This action is a step toward developing uniform development standards throughout Cumberland County.

The Cumberland County 2010 Land Use Plan revisited this concept and found it to be conceptually sound and currently applicable. The Urban Services Area is defined in Exhibit 3 - Urban Services Area Map. During the Plan development process, it was found that some municipalities wanted the flexibility to be unique and maintain their identity. To meet this goal, since none of the municipalities in the County have extra-territorial jurisdiction, a concept called the Municipal Influence

Area (MIA) was incorporated into the Urban Services Area Concept. The Municipal Influence Area (MIA) Concept was developed primarily to designate portions of the Urban Services Area that were to be developed to specific municipal standards. The Municipal Influence Areas are shown in Exhibit 4 - Municipal Influence Areas Map. The advantages of the MIA Concept are that it allows each governing body to be unique; it motivates them to plan and program the extension of public services and facilities in an effective and efficient manner; and it forces the municipalities to address future annexation and growth plans, and intra-municipal boundaries before they become issues; and makes future annexations into the municipality more efficient and cheaper.

The disadvantages are that the municipalities will not have approval authority for any changes, revisions, additions, or adoption of any standards they wish to implement within their municipal influence area. This approval authority rests with the Board of County Commissioners. The standards would also have to be part of the County's Zoning Ordinance or Subdivision Regulations and would be enforced by the County Inspections Department. This makes the concept somewhat cumbersome and it will not be successful unless there is good cooperation between the Board of County Commissioners and the municipal governing bodies.

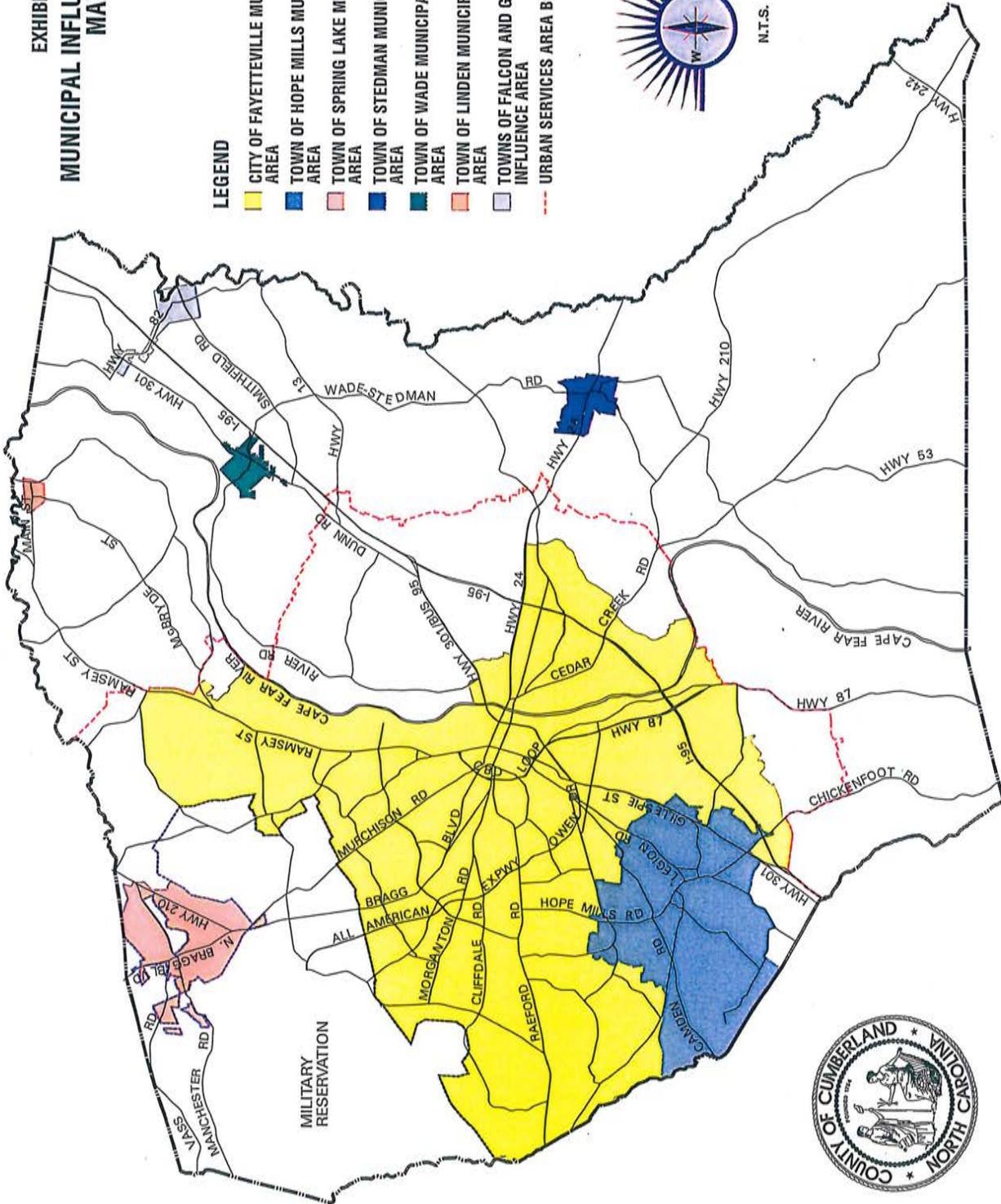
The Municipal Influence Areas for Fayetteville, Hope Mills, Spring Lake, and Stedman include large areas outside their corporate limits. Changes in each Municipal Influence Area are projected to be minor because their projected growth areas are included within their defined Municipal Influence Areas.

**EXHIBIT 4  
MUNICIPAL INFLUENCE AREAS  
MAP**

- LEGEND**
- CITY OF FAYETTEVILLE MUNICIPAL INFLUENCE AREA
  - TOWN OF HOPE MILLS MUNICIPAL INFLUENCE AREA
  - TOWN OF SPRING LAKE MUNICIPAL INFLUENCE AREA
  - TOWN OF STEDMAN MUNICIPAL INFLUENCE AREA
  - TOWN OF WADE MUNICIPAL INFLUENCE AREA
  - TOWN OF LINDEN MUNICIPAL INFLUENCE AREA
  - TOWNS OF FALCON AND GODWIN MUNICIPAL INFLUENCE AREA
  - URBAN SERVICES AREA BOUNDARY

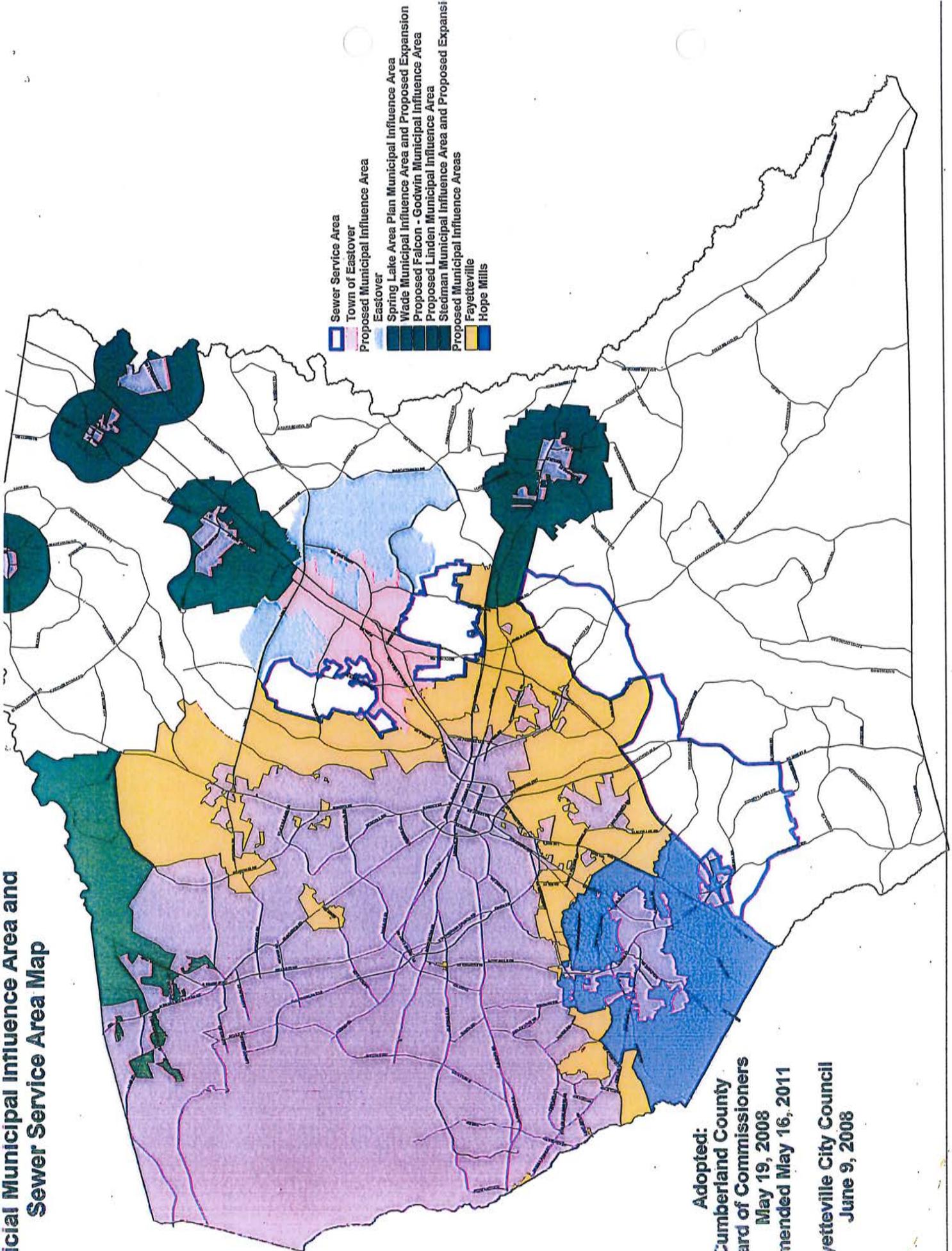


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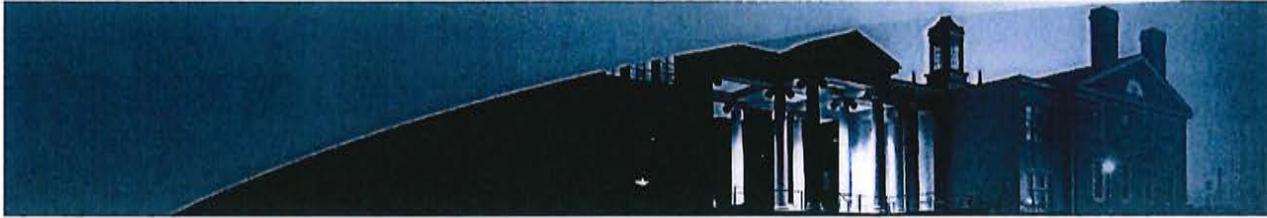
SOURCE: CUMBERLAND COUNTY JOINT PLANNING BOARD, 1996

**Official Municipal Influence Area and Sewer Service Area Map**



- Sewer Service Area
- Town of Eastover
- Proposed Municipal Influence Area
- Eastover
- Spring Lake Area Plan Municipal Influence Area
- Wade Municipal Influence Area and Proposed Expansion
- Proposed Falcon - Godwin Municipal Influence Area
- Proposed Linden Municipal Influence Area
- Stedman Municipal Influence Area and Proposed Expansion
- Proposed Municipal Influence Areas
- Fayetteville
- Hope Mills

Adopted:  
 Cumberland County  
 Board of Commissioners  
 May 19, 2008  
 Amended May 16, 2011  
 Fayetteville City Council  
 June 9, 2008



[Coates' Canons:](#)  
[NC Local Government Law](#)



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## Annexation Reform: A Summary of the New Law

### About the author

Frayda Bluestein



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This entry was posted on July 15th, 2011 and is filed under [Annexation](#), [Finance & Tax](#), [General Local Government \(Miscellaneous\)](#), [Miscellaneous](#).



UPDATE August 2013: In 2012, the legislature replaced the petition process described below with a referendum requirement. The current law is summarized [here](#).

Nearly 40 annexation-related bills were introduced during this legislative session. Included in this number were identical **House** and **Senate** bills that would have imposed a one-year moratorium on involuntary annexation, as well as several local bills undoing specific annexations that had been adopted but had not yet become effective. The legislature opted for reform instead of a moratorium and enacted [S.L. 2011-396 \(HB 845\)](#). In addition, the legislature has created an exclusion from annexation for land used for farm purposes, as set forth in a separate act, [S.L. 2011-363](#), which also affects authority over farm property in the ETJ. Local bills to repeal certain completed annexations were revised and combined in two separate acts, [S.L. 2011-173 \(SB 27\)](#) and [2011-177 \(HB 56\)](#). These acts allow completed annexations in nine cities to be terminated by petition of the owners of 60% of the annexed parcels. This post updates and replaces my earlier post about the statewide bill, and provides a summary of the new annexation law (which became effective without the Governor's signature on July 1, 2011), and of the other related legislation.

#### Overview of Key Provisions

There are several significant changes in the new statewide law. First, an annexation can now be terminated if the owners of 60% of the parcels in the area to be annexed sign petitions to deny the annexation. Second, cities that provide water and sewer services are required to extend water and sewer services to properties in the annexed areas within 3 and 1/2 years of the annexation at no cost to the property owners, if the owners of a majority of the parcels request services within the timeframe set out in the law. Third, the new law amends the voluntary annexation law to allow petitions for voluntary annexation of contiguous property in high poverty areas, modifying the 100% petition requirement, and allowing petitions by residents in addition to property owners. The section pertaining petitions by property owners in high poverty areas *requires* the city to annex the property and to provide water and sewer services to the area.

#### Decoding the Session Law

The new law reorganizes the annexation provisions in the statutes, which are codified in Article 4A of Chapter 160A. The voluntary annexation provisions are in Part 1 (contiguous) and Part 4 (satellite). Part 2 contained the involuntary annexation provisions for cities of less than 5,000, and Part 3 contained the

4.4

involuntary provisions for cities of 5,000 or more. The new law repeals Parts 2 and 3 and enacts a new Part 7 containing the requirements for involuntary annexation by all cities. The new part incorporates the same urbanization standards (the requirements for qualifying areas that may be annexed) that applied to cities of 5,000 or more, which now apply to all cities. The new part also includes changes in various sections that reflect interpretations in court cases and clarification of existing law. The basic structure of the process remains the same, beginning with a resolution of consideration, then the resolution of intent, preparation of an annexation report, public informational meeting, public hearing, and adoption of the ordinance. New components are added to provide the opportunity for property owners to request water and sewer service, and to deny the annexation by petition, so the process also includes procedures and time frames for providing notice and receiving responses as to each of these new options.

#### Water and Sewer Services

The city's obligation to provide water and sewer service is set out in new G.S. 160A-58.56. Under this provision, at an early stage of the annexation procedure – just after the adoption of the resolution of intent to annex – the city must provide notice to the property owners in the annexed area describing their right to have water and sewer lines and connections installed and extended to their property at no cost to them (other than user fees). Property owners have 65 days to request service. The city's obligation to extend lines to these properties at no cost kicks in only if a the owners of a majority of parcels in the area to be annexed request service. (If a majority opt in, the law requires a second notice to those who didn't, in case they want to change their minds.) If the obligation to extend service is triggered, the city is required to complete all of the improvements necessary to provide water and sewer service to each property within 3 1/2 years of the effective date of the ordinance. The language of the new law indicates that the required improvements include service to and within the property, including the part of the extension that becomes the private property of the owner.

If a the owners of a majority of parcels do not request service within the initial time frame, the city is not required to extend service. If the city does extend the lines, and property owners request service, the law sets a sliding scale (based on how much later the requests come in), which limits how much the city may charge these customers, expressed as a percentage of the total cost of connecting under the policies then in effect. This limitation on the amounts that may be charged applies to requests received within the first five years following annexation, after which property owners requesting service may be charged according the policies in effect at the time of the request.

The obligation to provide water and sewer services relates back the provision that requires provision of services “on substantially the same basis and in the same manner as such services are provided in the rest of the municipality.” So if a city doesn't provide or contract for the provision of water and sewer services, it would not apply. G.S. 160A-58.56(a) also provides that the city has no financial responsibility for the extension of lines if water and sewer services are provided under contract with another water or sewer system, and the contract does not require the city to pay for extensions to annexed areas.

#### Petitions to Deny Annexation

Under new G.S. 160A-58.55(i), after the city completes the entire process and adopts an ordinance annexing property, owners of property in the area to be annexed have the opportunity to sign a petition to terminate the annexation. If the owners of at least 60% of the parcels in the annexation area sign petitions to deny the annexation, it is terminated, and the city is prohibited from considering annexation of the property for at least 36 months. For a property with multiple owners to count toward the 60%, a majority of the owners must sign a petition.

The statute gives the county board of elections the responsibility for distributing and collecting the pre-printed petitions for denial. The process begins with the county tax assessor providing to the board of elections a list of property owners in the area proposed for annexation. The board of elections prepares and mails pre-printed petitions. Detailed procedures and time frames are specified for the contents, mailing, receipt, and review of petitions. Results are determined and certified by the board of elections. The statute calls for observation of this determination by three property owners, chosen by the board of elections from among those who volunteer, and three people designated by the city. If the 60% requirement is met, the annexation is terminated by operation of law, without any action by the city.

#### Exception for Land Used for Farm Purposes

The annexation laws previously provided for special treatment of land subject to present use value taxation under G.S. 105-277.3, allowing annexation but limiting the extent of regulation and taxation of this type of property. These provisions are not included in the new involuntary annexation provisions. Instead, the legislature has created an exception to the city's annexation authority for land used for bona fide farm purposes. In S.L. 2011-363 the legislature adopted G.S. 160A-58.54 (in the new Part 7 of the annexation laws), which provides that, “Property that is being used for bona fide farm purposes on the date of the resolution of intent to consider annexation may not be annexed without the written consent of the owner or owners of the property.” Although the language is a bit confusing, the pertinent date is probably the date of the resolution of consideration. Under a separate section of this session law the legislature lists evidence that may be provided to demonstrate that property is being used for bona fide farm purposes. I refer readers to the session law for the list, which effectively exempts from annexation a significantly larger category of property than was covered by the prior “present use value” provisions.

#### Amendments to Voluntary Annexation Laws

Under existing law, petitions for voluntary annexation (whether contiguous or satellite) must be signed by 100% of the property owners in the area to be annexed, and the city has no legal obligation to annex the property upon receipt of a valid petition. The new law creates two exceptions to the 100% petition requirement and creates a new requirement to annex upon receipt of a petition. These new provisions apply only to contiguous – not to satellite – annexations.

The new law adds a new subsection (b1) to G.S. 160A-31, to allow *property owners* in high poverty areas to petition for voluntary annexation. High poverty is defined as an area in which 51% of the households have incomes that are 200% or less than the most recent US Census Bureau poverty thresholds. If the owners of 75% of the parcels in such areas petition for annexation, the city *must* annex the property. The population in the area to be annexed must not exceed 10% of the existing city population, and the area must have a minimum 1/8 contiguity with the existing city limits. A city is not required to annex more than one of these areas within a 36-month period.

A second provision (new subsection (j) of G.S. 160A-31), allows *residents* in “distressed areas” – defined the same way as in (b1) described above – to petition for voluntary annexation. Under this provision, the city may consider annexation if it receives petitions signed by at least one adult resident of at least two-thirds of the resident households in the area to be annexed. The statute allows the city to require reasonable proof that the petitioner actually resides at the address indicated. The area must be contiguous, but no minimum amount of contiguity is specified. This provision *does not require* the city to annex upon receipt of a valid petition.

Cities annexing under either of these provisions must provide services to the annexed areas in accordance with the provisions in Part 7 (the new involuntary annexation provisions). This means that if the annexing city provides water and sewer services, lines must be extended at no cost to the annexed areas. The

voluntary annexation statute does allow a city to deny a petition under subsection (b1) if the cost of extending lines is too high, as determined by a formula set out in the statute (new G.S. 160A-31(d2)), and subject to review by the Local Government Commission. If a petition is denied, another request may not be filed within the next 36 months, but during that time, the law requires the city to make ongoing efforts to secure funding sufficient to make the extension feasible. The law also requires the relevant state agencies to give priority consideration to grant requests for water and sewer projects in these areas.

Annexing State Rights of Way

Another change to the voluntary annexation laws appears to address a narrow circumstance involving annexation of state maintained streets. S.L. 2011-57 (HB 171) prohibits a city from petitioning itself for annexation of property it doesn't own (including a state-maintained right of way in which the city does not own a fee simple interest). Ownership of an easement in a state-owned right of way is not sufficient to support a self-annexation petition. It also prohibits the acceptance of a petition that is not signed, or that does not require a signature (which is the case for tax exempt or utility property) and the property owner objects to the annexation.

For some insights into the tax effects of these changes, check out Chris McLaughlin's latest blog post.

For more information about this and other recent legislation consider attending or purchasing the archive version of our legislative webinar.

<<

**Property Tax Implications of the New Annexation Law**

**Legislation Affecting Environmental Health Programs**

>>

**Leave a Comment**

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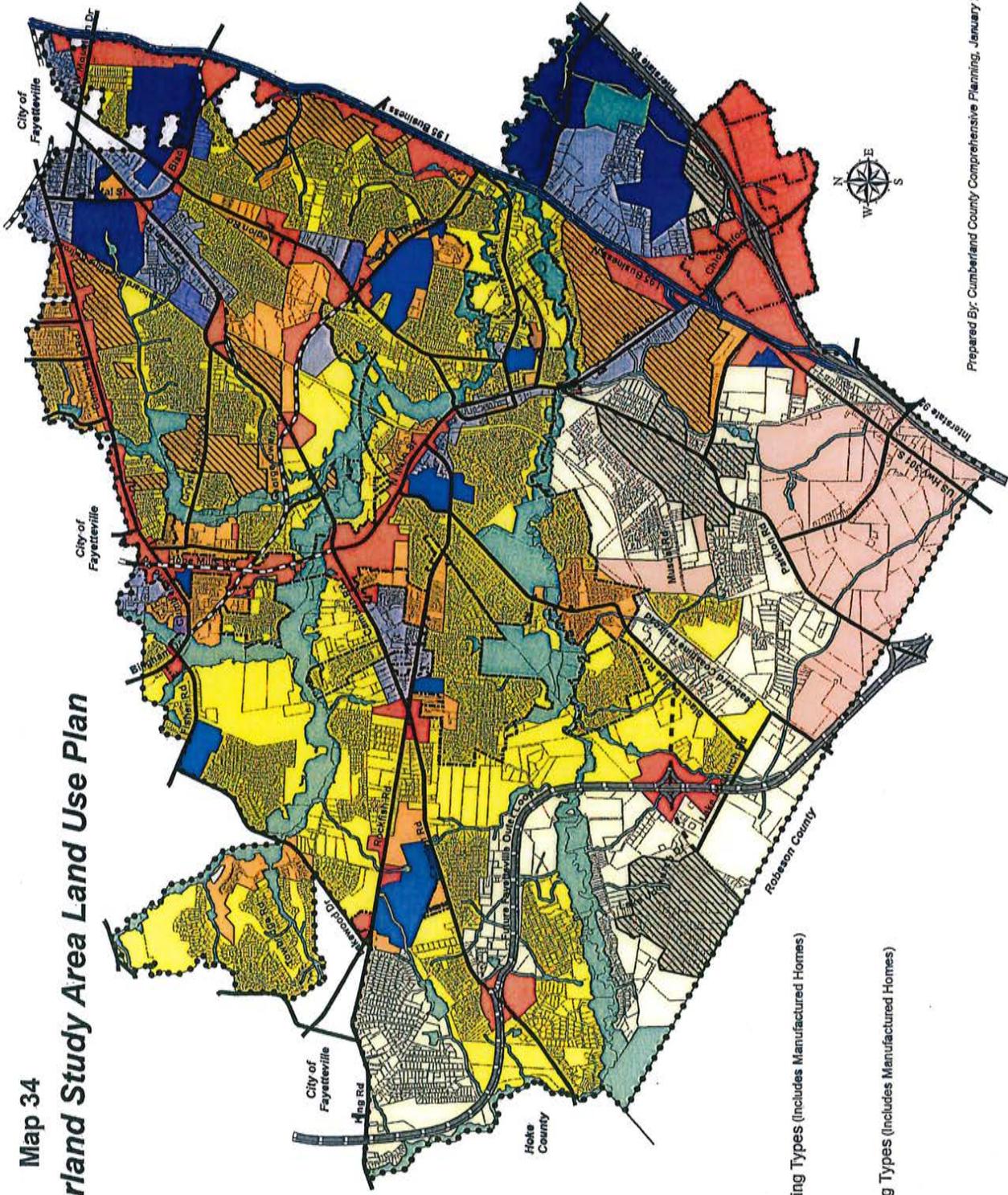
**• Blog Topics**

- [\[+\]Animal Control\(12\)](#)
- [\[+\]Board Structure & Procedures\(88\)](#)
- [\[+\]Community & Economic Development\(42\)](#)
- [\[+\]Elections\(46\)](#)
- [\[+\]Emergency Management\(10\)](#)
- [\[+\]Employment\(54\)](#)
- [\[+\]Ethics & Conflicts\(41\)](#)
- [\[+\]Finance & Tax\(268\)](#)
  - [Miscellaneous\(1\)](#)
- [\[+\]General Local Government \(Miscellaneous\)\(109\)](#)
  - [Annexation\(6\)](#)
- [\[+\]Land Use & Code Enforcement\(147\)](#)
- [\[+\]Liability & Immunity\(4\)](#)
- [\[+\]Open Government\(114\)](#)

4-6

Map 34

# Southwest Cumberland Study Area Land Use Plan



**Legend**

- Study Area Boundary
- Hope Mills Town Limit
- ==== Existing Freeway
- ==== Future Freeway
- ==== Existing Expressway
- ==== Existing Boulevard
- ==== Existing Thoroughfare
- Future Thoroughfare
- Office Institutional & Parks
- Heavy Commercial
- Industrial
- Light Industrial
- Farmland
- Open Space
- Suburban Density Residential
- Suburban Density Mixed Housing Types (Includes Manufactured Homes)
- Low Density Residential
- Medium Density Residential
- Medium Density Mixed Housing Types (Includes Manufactured Homes)
- High Density Residential
- Mixed Use Development

Prepared By: Cumberland County Comprehensive Planning, January 2013.

Approved  
6-22-15

ATTACHMENT B

P15-29  
Town of Hope Mills  
Subdivision and Zoning Ordinances  
(Sidewalks & Walkways)

**P15-29. REVISION AND AMENDMENT TO THE TOWN OF HOPE MILLS SUBDIVISION AND ZONING ORDINANCES TO MODIFY THE SIDEWALK PROVISIONS PERTAINING TO DEVELOPMENTS WITHIN THE TOWN; SPECIFICALLY AMENDING THE HOPE MILLS SUBDIVISION ORDINANCE, ARTICLE IV DEVELOPMENT IMPROVEMENT AND DESIGN STANDARDS, SECTION 86A-405. SIDEWALKS AND WALKWAYS; AND AMENDING THE HOPE MILLS ZONING ORDINANCE, ARTICLE I ADMINISTRATIVE PROVISIONS, SECTION 102A-107. ZONING PERMIT AND ARTICLE XV PLANNED DISTRICTS, SECTIONS 102A-1501. GENERAL OBJECTIVES, 102A-1502. DETAILED SITE PLAN SPECIFICATIONS, 102A-1503. SITE PLAN REVIEW, 102A-1504. BOARD OF COMMISSIONERS' CONSIDERATION; AND UPDATING THE TABLE OF CONTENTS AS APPROPRIATE. (HOPE MILLS)**

**AMEND the Hope Mills Subdivision Ordinance, Article IV Development Improvement and Design Standards, Section 86A-405. Sidewalks and walkways, as indicated below:**

**HOPE MILLS SUBDIVISION ORDINANCE  
ARTICLE IV  
DEVELOPMENT IMPROVEMENT AND DESIGN STANDARDS**

**Sec. 86A-405. Sidewalks and walkways.**

*(a) Sidewalks and walkways required.*

(1) Except as described herein, sidewalks shall be installed along public and private right(s)-of-way within and adjacent to any development located in the town's jurisdiction, and shall be constructed in accordance with the town's sidewalk specifications and construction standards, and good engineering practices. Sidewalks shall be located according to the following:

a. For proposed residential subdivisions or developments, sidewalks shall be installed on both sides of all proposed streets and drives, and along the existing street right-of-way to which the project abuts. For multi-family developments, sidewalks shall be provided along the building side of the off-street parking area in addition to other sidewalk requirements of this ordinance.

~~b. For existing residential subdivisions or developments, if a sidewalk exists along the same side of the street abutting the new development or redevelopment of a principal structure, including situations where a principal structure is destroyed by more than 50%, regardless of distance away from the proposed development, a sidewalk shall be required along the lot to be developed; if no sidewalk exists on the same street side, payment of a fee in lieu of sidewalk construction shall be mandatory as regulated in sub-section (b) of this section.~~

b.e. For all non-residential development with no new streets proposed, sidewalks are required along internal drives and along the existing street(s) adjacent to the subject property. Where new streets are proposed in conjunction with any non-residential development, sidewalks are required along all proposed street(s) and internal drives, and along the existing street(s) adjacent to the subject property. For non-residential developments, sidewalks shall be provided along the building side of the off-street parking area in addition to other sidewalk requirements of this ordinance.

(2) A walkway shall be installed when any subdivision or development proposed is adjacent to an existing or proposed public school or park property. The shall construct and offer for dedication to the affected public agency owning the affected park or school property a walkway not less than ten feet in width in such a location as to facilitate direct convenient access to the adjacent school or park property from the proposed subdivision or development.

(3) Sidewalks and walkways shall be constructed by the developer and inspected by the town staff prior to the completion of any building final inspection or submission of final plat approval for recordation, except where a guarantee has been approved and posted as authorized in Section 86A-602.

(4) The developer shall be responsible for the entire cost of installing sidewalks and walkways within and adjacent to the subdivision or development. Payment in-lieu of sidewalk construction may be considered by the Board of Commissioners in accordance with sub-section (b) of this section.

*(b) Payment in-lieu of sidewalk construction.*

(1) *General.* The payment of fees in-lieu of installing a required sidewalk or walkway may be made upon written request of the developer with approval from the Board of Commissioners upon the board finding that:

a. The street is designated as a state or local road subject to widening or improvement on an officially adopted plan;

b. The right-of-way, developing lot, or lot abutting a proposed sidewalk is not suitable for sidewalks due to floodplains, wetlands, riparian buffers, required tree preservation areas, slopes exceeding 25 percent, or other unique site conditions; or

c. The area to be subdivided or developed is too small for the construction of sidewalks or walkways to be practicable.

(2) *Procedure for approval.* The payment of such fees in-lieu shall be reviewed and approved as part of the subdivision or development application submittal. A sidewalk or walkway easement shall be included on the plan in the general area where a sidewalk or walkway would have been built had the fee in-lieu not been paid. The easement shall be offered for dedication to the town or in the case of walkways required by sub-section (a)(2) above to the agency owning the public park or

school. The request to pay the fee in lieu must be attached to the plan application, in letter form and include an itemized estimate of the expected costs of sidewalk construction sealed by the developer's engineer or other qualified licensed professional. At the meeting in which the plan approval occurs, the Board of Commissioners shall also consider the request for the payment in lieu of installing the sidewalk. If the letter requesting payment in lieu of sidewalk construction is submitted on a date after the date the application is submitted, a new and separate fee equal to one-half of the original subdivision/development submittal fee shall be charged.

(3) *Time of payment.* The fees in-lieu of sidewalks shall be paid prior to the building final inspection and/or approval of each phase of the subdivision or development submitted for final plat approval as directed by the Board of Commissioners.

(4) *Use of funds.* Payments in-lieu of sidewalk construction received in accordance with this sub-section shall be used only for the development of new sidewalks or multi-use pedestrian/bicycle paths.

(c) Exemptions. The sidewalk and in-lieu fee requirements of this section do not apply to (i) existing residential subdivisions or other existing residential development, (ii) new development consisting solely of an accessory residential structure (for example a pool, garage or shed), (iii) new development consisting solely of an addition to an existing principal residential structure that is a single-family dwelling, or (iiiv) the repair or reconstruction of a damaged principal residential structure, provided that the damage to the structure is 50% or less than the value of the structure at the time it is damaged. The Town Planner may determine the value of the structure using tax assessment information, an appraisal or other similarly credible sources.

GENERAL ASSEMBLY OF NORTH CAROLINA  
SESSION 2015

SESSION LAW 2016-47  
HOUSE BILL 392

AN ACT AMENDING THE CHARTER OF THE CITY OF FAYETTEVILLE TO MAKE CHANGES RELATED TO THE MEMBERSHIP AND OPERATION OF THE PUBLIC WORKS COMMISSION.

The General Assembly of North Carolina enacts:

**SECTION 1.** Chapter VI of the Charter of the City of Fayetteville, being Chapter 557 of the 1979 Session Laws, as amended by Chapter 756 of the 1981 Session Laws, S.L. 1998-61, and S.L. 2008-103, is repealed.

**SECTION 2.** The Charter of the City of Fayetteville, being Chapter 557 of the 1979 Session Laws, as amended, is amended by adding a new Chapter to read as follows:

"Chapter VIA. Public Works Commission.

"§ 6A.1. Commission continued; election and term of members; vacancy. (a) A Commission of the City of Fayetteville to be known as the "Fayetteville Public Works Commission" (hereinafter "Commission"), as heretofore created, established, and now existing, is hereby continued and the number of members shall be four. The terms of office of each member shall be four years, and the terms shall expire four years from the date on which the appointment was originally made, provided that a member shall continue to serve until a successor is appointed. A new appointment shall be made in September of 2016, and it shall be for a term of four years. As each appointment expires, the City Council shall, at its regular meeting in September of each year, elect a member of the Commission for a term of four years to replace the expiring member. In addition, the Mayor shall annually designate a member of the City Council to serve on the Commission as an ex officio, nonvoting member.

(b) No member of the Commission may serve more than two consecutive terms. Except for the ex officio designee appointed by the Mayor, no person shall be eligible for appointment to the Commission who is an elected official of the City of Fayetteville or an employee of the City or the Commission. If a member resigns, dies, or otherwise becomes incapable of performing his or her duties, the City Council shall appoint a person to fill the remainder of the term. The four members appointed to the Commission by the City Council and the Mayor's ex officio designee shall constitute the entire Fayetteville Public Works Commission.

"§ 6A.2. Qualifications of Commissioners. The members of the Commission shall be residents of the City of Fayetteville at the time of their initial appointment and must remain so throughout their tenure on the Commission and shall be persons of recognized ability and good business judgment and standing who, in the opinion of the City Council, can and will perform their official duties (i) in accordance with prudent management and sound financial principles, (ii) in the manner provided for in this Chapter, and (iii) to the best interest of the City. If it is determined that a member of the Commission is no longer a resident of the City, that seat shall immediately become vacant and a successor shall be appointed in accordance with Section 6A.1(b) of this Chapter.

"§ 6A.3. Organization; chair, vice-chair, secretary, and treasurer. The members of the Commission shall meet as soon after their appointment as possible and shall elect out of their number a chair, vice-chair, secretary, and treasurer, each of whom shall be a different person. The duties of each shall be as prescribed by the Commission from time to time but shall not be inconsistent with the provisions of this Chapter. Each member of the Commission, including the chair, but not the ex officio City Council member, shall be entitled to vote on any question before the Commission.

"§ 6A.4. Bonds of members of the Commission. Each voting member of the Commission shall give bond to the City in the following amounts: the sum of fifty thousand dollars



accounts, and revenues) shall be and remain in the name of the City of Fayetteville. Nothing in this Chapter shall be construed as conferring upon the Commission any power or authority to convey title or ownership to sell, lease, or otherwise transfer or dispose of any property owned or held in the name of the City of Fayetteville, but under the management and control of the Commission, unless such transaction is approved by resolution of the City Council and is in compliance with the Financing Documents.

"§ 6A.10. Sale of water service. The Commission is hereby authorized and empowered to extend its water system and to sell water in any geographical area permitted in G.S. 160A-312 or other State law. The City Council shall not directly or indirectly require any individual, group, or developer to request annexation of its property by the City in order to receive water service from a water system under the management and control of the Commission. The Commission may adopt schedules of rents, rates, fees, charges, and penalties that vary according to classes of service, and different schedules may be adopted for services provided outside the corporate limits of the City.

"§ 6A.11. Billing electric utility customers. The Commission shall provide electric power for street lighting on all City streets and thoroughfares that are served by the Commission's electric utility service and shall bill the appropriate electric utility customer for the same, except the City of Fayetteville. The Commission shall not be responsible for providing street lighting on City streets and thoroughfares that are not served by the Commission's electric utility service.

"§ 6A.12. Budget. The Commission is a public authority as defined in G.S. 159-7(b)(10) and therefore shall prepare a budget as provided in Article 3 of Subchapter III of Chapter 159 of the General Statutes and shall publish the budget in the manner provided for in G.S. 159-12. Approval of the budget by the City Council is not required.

"§ 6A.13. Records and accounts. The Commission shall keep full and accurate minutes of all official meetings held as provided in G.S. 143-318.10 and shall exercise fiscal control related to all matters, including establishing and maintaining an accounting system and designating an official depository as provided in Part 3 of Article 3 of Subchapter III of Chapter 159 of the General Statutes.

"§ 6A.14. Receipts and disbursements. All funds handled by the Commission shall be paid over to the treasurer thereof, and all disbursements by the Commission shall only be made by order upon the treasurer, signed by the secretary, and countersigned by the chair thereof. All orders shall state for what object the same is drawn, and a record shall be kept of all such orders.

"§ 6A.15. Cash reserves. Subject to the provisions in any Financing Documents, in each fiscal year, the Commission shall maintain in the Electric Fund, the Water/Wastewater Fund, and any other utility fund established pursuant to this Chapter, sufficient cash reserves to cover not less than 90 days' operating expenses, capital outlay, and debt service on outstanding revenue bonds or notes, as shown by the budget ordinance, but shall set a target for cash reserves to cover not less than 120 days or as otherwise required by any Financing Documents.

"§ 6A.16. Remittances to City. Beginning July 1, 2016, and each year thereafter, the Commission shall, each month, if funds are available without violating the provisions of any Financing Documents, remit to the City one-twelfth of an annual amount equal to two and forty-five one hundredths percent (2.45%) of the value of the Total Net Position of the Electric Fund as reported in the Comprehensive Annual Financial Report for the Public Works Commission for each immediately preceding fiscal year ending June 30. There shall be no additional cash contributions or transfers from the Commission to the City unless the following conditions are met: (i) the Mayor declares a state of emergency under the authority granted in G.S. 166A-19.22(a) and (ii) the Commission and City Council agree on the amount of the cash contribution or transfer. No transfer of funds from the Commission to the City shall exceed the amount authorized in G.S. 159-13(14).

"§ 6A.17. Audit of books; access to financial records. At the end of each fiscal year, the books, accounts, and records of the Commission shall be audited by a certified public accountant or an accountant certified by the Local Government Commission as provided in G.S. 159-34. The City Council shall select the auditor, and the auditor shall report directly to the City Council and the Commission. Upon giving reasonable notice, the City Council shall have full access to the books, accounts, and records of the Commission.

"§ 6A.18. Quarterly and annual reports. (a) The Commission shall, on a quarterly basis, provide to the City Council a report on its activities and the utilities under its management and

- (1) The actions of the Commission authorized pursuant to the terms of this new Chapter VIA of the Charter of the City of Fayetteville shall be deemed to be caused by actions of the City.
- (2) No provisions of these amendments to the Charter shall be interpreted or applied to change the ownership or status of any revenues, plant, property, or equipment pledged as security for any outstanding indebtedness, and any such revenues, plant, property, and equipment shall remain so pledged.
- (3) The budget process, the handling of records and accounts, receipts and disbursements, maintenance of cash reserves, remittances of funds to the City, and payment of bond proceeds as set forth in Sections 6A.12 through 6A.16 and Section 6A.19 of the Charter amendments shall be subject to the terms of any Financing Documents.
- (4) Nothing herein shall be deemed to limit, impair, or alter the rights vested to bondholders or creditors under any Financing Documents.
- (5) To the extent that Section 6A.16 of the Charter is inconsistent with the document titled "Agreement Between the City of Fayetteville and the Public Works Commission of the City of Fayetteville Establishing a Formal Operating Transfer," originally dated May 12, 2008, and as amended from time to time thereafter, then the provisions of Section 6A.16 of the Charter shall control.

**SECTION 5.** This act becomes effective July 1, 2016.

In the General Assembly read three times and ratified this the 29<sup>th</sup> day of June,

2016.

s/ Harry Brown  
Presiding Officer of the Senate

s/ Tim Moore  
Speaker of the House of Representatives



December 9, 2016

Ms. Amy Cannon  
Cumberland County Manager  
County Courthouse  
117 Dick Street  
Fayetteville, NC 28301

**Via Hand Delivery and Courtesy Copies by Electronic Mail**

Dear Ms. Cannon:

In 2015, the Hope Mills Board of Commissioners adopted a revision to our subdivision and zoning ordinance amending the requirements for sidewalks and walkways. Based on conversations with County Planning staff, it is my understanding that the Cumberland County Board of Commissioners needs to approve ordinance revisions for the Town of Hope Mills as part of the standards for Hope Mills' MIA so these requirements can be enforced in the MIA.

The revised ordinance is on the County Planning website and your planning staff is very familiar with it. They have indicated they will provide the ordinance information once the process has started. I have included the portion of our minutes indicating that the ordinance revision was approved. Accordingly, please begin the process on behalf of the Town to have these requirements included in our MIA standards. Please let me know what other actions we need to take.

As always, thank you and other County staff for all that you do for the Town of Hope Mills.

Sincerely,

John W. Ellis, III  
Town Manager

Cc: Hope Mills Mayor and Board of Commissioners  
Melissa P. Adams – Town Clerk  
Chancer McLaughlin – Planning and Development Director  
Dan Hartzog, Jr. – Town Attorney  
Cumberland County Planning Staff via Patricia Speicher

Office of the Town Manager  
Office (910) 426 - 4116  
Electronic Mail - [jwellis@townofhopemills.com](mailto:jwellis@townofhopemills.com)

Received  
12-9-16  
PSS 4-14

**RESOLUTION  
OF THE BOARD OF COMMISSIONERS  
OF THE  
TOWN OF HOPE MILLS, NORTH CAROLINA**

**Resolution No. 2017-07**

**WHEREAS**, the Town of Hope Mills has a Municipal Influence Area (MIA) agreement with Cumberland County; and

**WHEREAS**, Cumberland County has requested that the Town of Hope Mills re-evaluate the boundaries of the existing Municipal Influence Area; and

**WHEREAS**, the Town of Hope Mills is currently allocating funds for the construction of a Public Safety Facility that will facilitate an increase in emergency services personnel; and

**WHEREAS**, the Town of Hope Mills is currently working on a Municipal Influence Area plan in an effort to identify viable avenues of the expansion of the Town of Hope Mills limits; and

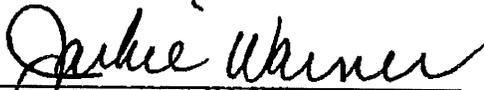
**WHEREAS**, Cumberland County has provided recommendations on new Municipal Influence Area boundaries while requesting that the Town of Hope Mills determine which areas to remain inside of the MIA; and

**WHEREAS**, the Town of Hope Mills is requesting to keep all areas of the current MIA to the south of the town limits identified by the county on the attached map (Exhibit A) as "*Planning and Hope Mills recommends removal from the MIA*", and would like to remove the remaining areas of the MIA on the attached Exhibit A to the north of the town limits identified as "*Planning and Hope Mills recommends removal from the MIA*"; and

**WHEREAS**, the Town of Hope Mills agrees with the Cumberland County recommendation on Exhibit A identified as "*Planning recommends addition to the Hope Mills MIA*";

**NOW THEREFORE BE IT RESOLVED** that the Town of Hope Mills does hereby support the above referenced changes to the Municipal Influence Area boundaries.

Adopted this 6th day of March, 2017.

  
JACKIE WARNER, MAYOR

ATTEST:

  
Deborah Holland, Interim Town Clerk



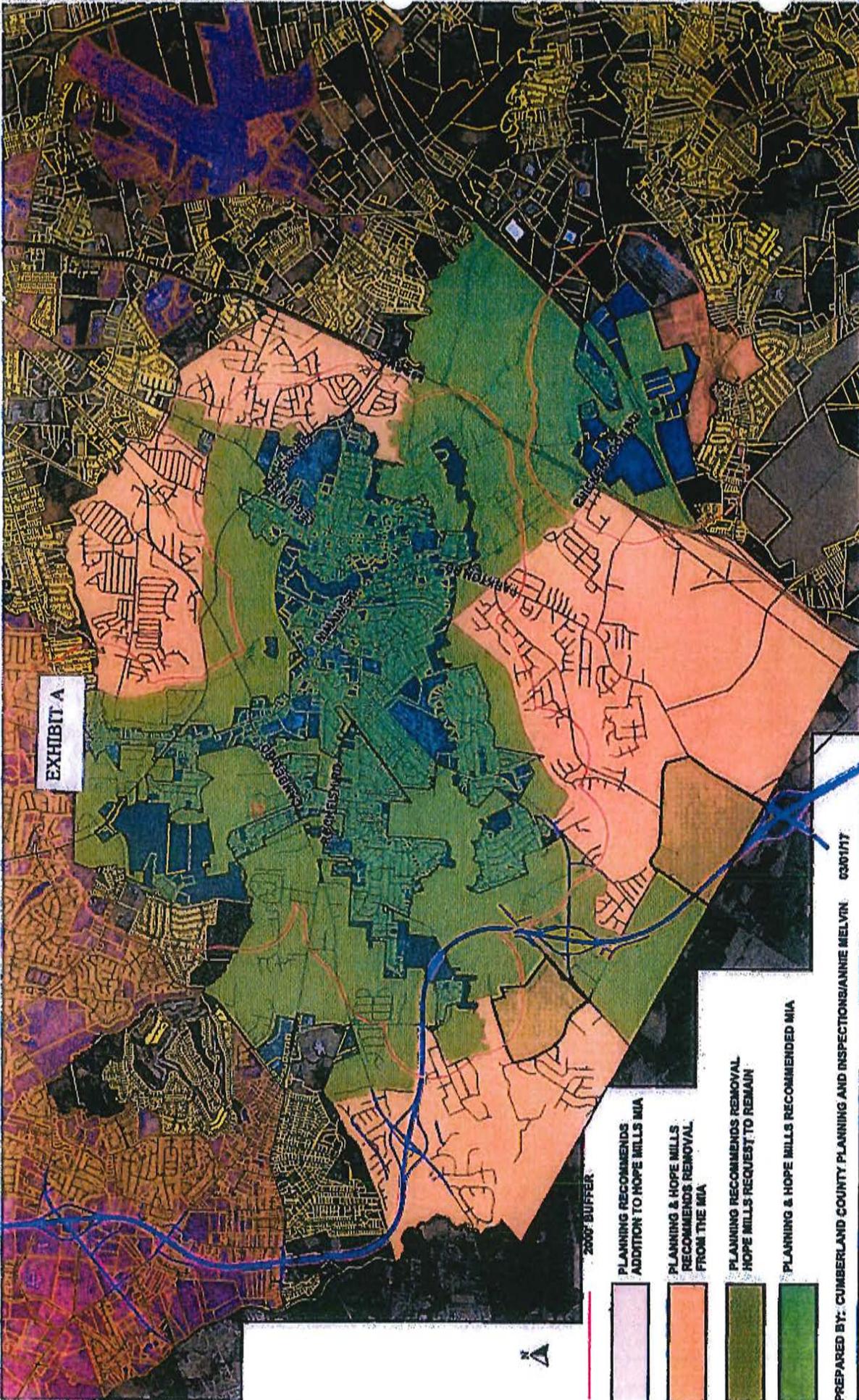


EXHIBIT A

2000' BUFFER

- PLANNING RECOMMENDS ADDITION TO HOPE MILLS MIA
- PLANNING & HOPE MILLS RECOMMENDS REMOVAL FROM THE MIA
- PLANNING RECOMMENDS REMOVAL HOPE MILLS REQUEST TO REMAIN
- PLANNING & HOPE MILLS RECOMMENDED MIA

PREPARED BY: CUMBERLAND COUNTY PLANNING AND INSPECTION/BIANNE MELVIN 03/01/17

## Patricia Speicher

---

**From:** Holland, Deborah O. [DHolland@townofhopemills.com]  
**Sent:** Tuesday, May 02, 2017 2:21 PM  
**To:** Bob Gorman; Bryan Marley; Edwards, Pat; Gorman, Bob; Jackie Warner; Jerry Legge; Legge, Jerry D.; Marley, Bryan A.; Pat Edwards; Warner, Jackie  
**Cc:** Adams, Melissa P; Edward Byrne; Patricia Speicher; Brown, Elisabeth A.; Hodges, Charles L.; Sisko, Don S.; Cruz, Hector A.; Holland, Deborah O.; Acciardo, Joel; Bullock, Kenny; Daniels-Black, Laticia M.; McLaughlin, Chancer; Reeves, David; Holland, Drew; Lopez, Charles  
**Subject:** Notice of Special Meeting  
**Attachments:** Special Meeting for May 5, 2017.pdf

Please see attached notice of Special Meeting for Friday, May 5, 2017 at 9:00 a.m. in the William "Bill" Luther Board Room located in Town hall at 5770 Rockfish Road.

*Debbie Holland*

Interim Town Clerk  
Town of Hope Mills  
5770 Rockfish Road  
Hope Mills, NC 28348  
910-426-4113

[dholland@townofhopemills.com](mailto:dholland@townofhopemills.com)

Please note that email sent to and from this address is subject to the North Carolina Public Records Law and may be disclosed to third parties

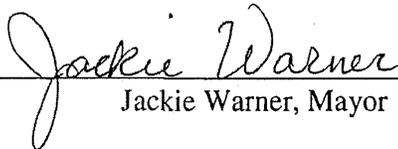


## NOTICE OF SPECIAL MEETING

The Hope Mills Board of Commissioners will hold a Special Joint Meeting with Cumberland County Planning Staff on Friday, May 5, 2017 at 9:00 a.m., at the Hope Mills Town Hall, 5770 Rockfish Road, William F. "Bill" Luther, Jr. Board Room for the following purpose:

- To discuss the Municipal Influence Area (MIA).

This the 2nd day of May, 2017.

  
\_\_\_\_\_  
Jackie Warner, Mayor 

Posted May 2, 2017  
Emailed to "Sunshine List"

## Patricia Speicher

---

**From:** Patricia Speicher  
**Sent:** Tuesday, May 09, 2017 2:05 PM  
**To:** Melissa P. Adams (mpadams@townofhopemills.com); Chancer McLaughlin (cmclaughlin@townofhopemills.com)  
**Cc:** Thomas Lloyd; Edward Byrne  
**Subject:** FW: Emailing: HOPE MILLS PROPOSED MIA.jpg  
**Attachments:** HOPE MILLS PROPOSED MIA.jpg

Hello Melissa and Chancer,

We made some changes to the proposed MIA map in the Camden Rd/Outer Loop area and also the property that I think Mrs. Hall was talking about in the Fox Meadow area. In addition, we re-designated the areas.

Could you please review this map, possibly also getting your board members and Mayor to take a look and let us know what you all think? The text of the proposed amendment will change some too but we want to get the map straight first.

I have set this on the Planning Board's agenda for this month to be deferred to the July 18th meeting. July was chosen because the County Commissioners do not meet in July, therefore it does not matter if this amendment is on the June or July PB agenda because both month's PB cases will go to the August County BOC meeting. We are hoping we can have it all worked out by the July PB meeting.

If you have any questions, please ask. I have been having problems getting this map to go through the email, could you please confirm for me that you have received it? Thank you!

Patti

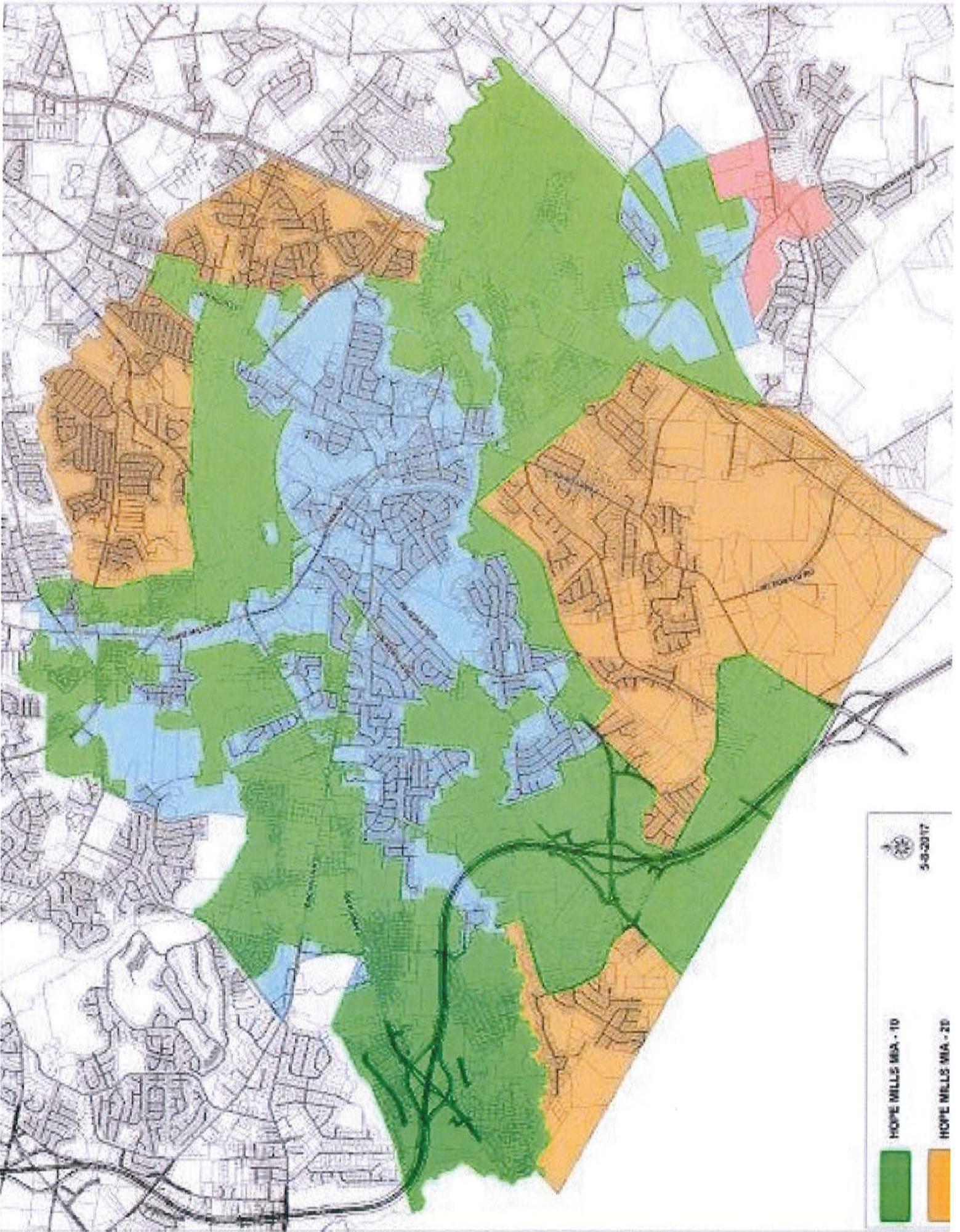
-----Original Message-----

**From:** Annie Melvin  
**Sent:** Tuesday, May 09, 2017 2:01 PM  
**To:** Patricia Speicher  
**Subject:** Emailing: HOPE MILLS PROPOSED MIA.jpg

Your message is ready to be sent with the following file or link attachments:

HOPE MILLS PROPOSED MIA.jpg

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.



4-20

**TOWN OF HOPE MILLS  
BOARD OF COMMISSIONERS REGULAR MEETING  
MONDAY MAY 15, 2017, 7:00 P.M.  
BILL LUTHER BOARD MEETING ROOM**

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**CALL TO ORDER** – Mayor Warner

**INVOCATION** – Pastor Michael Mathis of Mission Field Ministries

**PLEDGE OF ALLEGIANCE** – Mayor Warner

**1. APPROVAL OF AGENDA – ADDITIONS OR DELETIONS.**

**2. PRESENTATIONS:**

- a. Presentation from Professor Adam Walls of UNC Pembroke regarding Art in the Park. **TAB 1**
- b. National Public Works Week – May 21 - 27, 2017. Mayor Warner will present Certificates of Appreciation to Public Works Employees. **TAB 2**
- c. Sally Bailey, Chair of Appearance Committee, presentation from the committee.

**3. PUBLIC HEARINGS:**

- a. Case No. P17-14. Rezoning of .70+/- acres from C3 heavy commercial to M(P) planned industrial/CZ conditional zoning for open storage and warehousing or to a more restrictive zoning district; located at 5417 Trade Street; submitted by Louise M. Autry and James A. McLean on behalf of Autry & McLean, LLC (owner) and Terry C. Faircloth, PLS (agent). (Hope Mills) **TAB 3**

**4. PUBLIC COMMENTS:**

*Each speaker is asked to limit comments to three (3) minutes, and the total comment period will be 30 minutes or less. Citizens should sign up with the Town Clerk to speak prior to the start of the meeting. Direct comments to the full Board, not to an individual Board member or staff member. Although the Board is interested in hearing your concerns, speakers should not expect Board action or deliberation on subject matter brought up during the Public Comment segment. Topics requiring further investigation will be referred to the appropriate town officials or staff and may be scheduled for a future agenda.*

5. **CONSENT AGENDA:**

*All items on the Consent Agenda are considered routine, to be enacted by one motion and without discussion. If a member of the governing body requests discussion of an item, the item will be removed from the Consent Agenda and considered separately under New Business.*

- a. Consideration of minutes from April 26, 2017 Regular Board Meeting. **TAB 4**
- b. Consideration of minutes from May 1, 2017 Regular Board Meeting. **TAB 5**
- c. Consideration of minutes from May 5, 2017 Special Meeting. **TAB 6**
- d. Consideration to accept the April, 2017 Financial Statements. **TAB 7**
- e. Consideration and approval of setting date for a public hearing for the proposed FY 2017-2018 Budget for June 5, 2017 at 7:00. **TAB 8**
- f. Consideration of Budget Amendment #25 in the amount of \$125,975.00 for reimbursement from FEMA for Hurricane Matthew Category A–Debris Removal. **TAB 9**
- g. Consideration of Budget Amendment #26 in the amount of \$411,325.00 for the remaining fund transfer for West Patterson Street Project. **TAB 10**
- h. Consideration of property appraisal services of Tom Keith & Associates for the property located on 3715 S. Main Street (Episcopal Church Building) in the amount of \$2,500.00 and to authorize the Town Manager to execute the agreement. **TAB 11**
- i. Consideration of selection of McGill Associates for the engineering and design of sidewalk along Johnson Street between Rockfish Road and Trade Street and to authorize the Town Manager to negotiate a contract with McGill Associates for the preliminary engineering and design phase of this project. **TAB 12**
- j. Consideration of approval of the proposal from MCCI (Municipal Code Corp Innovations) for Laserfiche software indexing system for the Clerk's office records in the amount of \$29,543.00. **TAB 13**

6. **OLD BUSINESS:**

- a. Discussion and Consideration of Updated MIA Map received from Cumberland County Planning Department. **TAB 14**
- b. Update on Fellowship Hall/Museum Project.  
*Handouts (if available) may be given at the meeting.*

Charles Morris,  
Chair  
Town of Linden

Diane Wheatley,  
Vice-Chair  
Cumberland County

Jami McLaughlin,  
Town of Spring Lake  
Harvey Cain, Jr.,  
Town of Stedman

Donovan McLaurin  
Wade, Falcon & Godwin



CUMBERLAND  
★ COUNTY ★  
NORTH CAROLINA

Planning & Inspections Department

Thomas J. Lloyd,  
Director

Cecil P. Combs,  
Deputy Director

Vikki Andrews,  
Carl Manning,  
Lori Epler  
Cumberland County

Benny Pearce,  
Town of Eastover

Patricia Hall,  
Town of Hope Mills

AGENDA

May 16, 2017

7:00 P.M.

- I. INVOCATION AND PLEDGE OF ALLEGIANCE
- II. APPROVAL OF/ADJUSTMENTS TO AGENDA
- III. PUBLIC HEARING DEFERRALS
  - A. **P17-07.** REVISION AND AMENDMENT TO THE CUMBERLAND COUNTY SUBDIVISION ORDINANCE AMENDING ARTICLE XXIII, IMPROVEMENT AND DESIGN STANDARDS, SECTION 2302. AREA-SPECIFIC STANDARDS, A. MUNICIPAL INFLUENCE AREAS; AND APPENDIXES EXHIBIT 4, OFFICIAL MUNICIPAL INFLUENCE AREA AND SEWER SERVICE AREA MAP, AND EXHIBIT 5 MUNICIPAL INFLUENCE AREA DEVELOPMENT STANDARDS, HOPE MILLS COLUMN, ROW ENTITLED *SIDEWALKS* (PAGE E5-E). **DEFERRED UNTIL JULY 18, 2017**
  - B. **P17-18.** REZONING OF .29+/- ACRES FROM R10 RESIDENTIAL TO C2(P) PLANNED SERVICE AND RETAIL OR TO A MORE RESTRICTIVE ZONING DISTRICT, LOCATED AT 3216 NORTH MAIN STREET, SUBMITTED BY CHARLOTTE MCKENZIE (OWNER) AND D. ERIC NOBLES (AGENT). (HOPE MILLS) **DEFERRED UNTIL JUNE 20, 2017**
- IV. ABSTENTIONS BY BOARD MEMBERS
- V. POLICY STATEMENT REGARDING PUBLIC HEARING TIME LIMITS
- VI. APPROVAL OF THE MINUTES OF APRIL 18, 2017
- VII. PUBLIC HEARING CONSENT ITEMS

TEXT AMENDMENTS

- C. **P17-19.** REVISION AND AMENDMENT TO THE HOPE MILLS ZONING ORDINANCE AMENDING ARTICLE XIV, SIGNS, IN ITS ENTIRETY. (HOPE MILLS)

CONDITIONAL ZONING CASE

- D. **P17-12.** REZONING OF 8.03+/- ACRES FROM A1 AGRICULTURAL TO R40 RESIDENTIAL OR TO A MORE RESTRICTIVE ZONING DISTRICT; LOCATED ON THE NORTH SIDE OF THROWER ROAD, WEST OF NC HWY 87 S; SUBMITTED BY VANCE TYSON (OWNER) AND TIM EVANS (AGENT).

VIII. PUBLIC HEARING CONTESTED ITEMS

TEXT AMENDMENT

- E. **P17-17.** REVISION AND AMENDMENT TO THE CUMBERLAND COUNTY ZONING ORDINANCE, ARTICLE XVI, BOARD OF ADJUSTMENT; AND REQUESTING PERMISSION TO REPRINT THE ZONING ORDINANCE INSERTING ALL TEXT AMENDMENTS APPROVED SINCE JUNE 20, 2005 AS LISTED.

IX. DISCUSSION

DIRECTOR'S UPDATE

- HOPE MILLS MUNICIPAL INFLUENCE AREA

X. ADJOURNMENT

## Patricia Speicher

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**From:** McLaughlin, Chancer [cmclaughlin@townofhopemills.com]  
**Sent:** Wednesday, May 31, 2017 4:03 PM  
**To:** Patricia Speicher  
**Cc:** Edward Byrne; Adams, Melissa P  
**Subject:** MIA Map

Patti,

Not sure if we have officially notified you all in writing or if Ed informed you but the Town of Hope Mills Board of Commissioners voted at the May 15, 2017 hearing to officially accept/approve the newly revised MIA map from the County that indicates the 10 year and 20 year MIA sections. I know Ed was present but I'm not sure if you all needed something from us in writing.

Please accept this email as a formal notification.

Thanks,

**Chancer F. McLaughlin**  
**Development and Planning Administrator**  
Town of Hope Mills  
5770 Rockfish Road  
Hope Mills, NC 28348  
Phone: 910.426.4103  
Email: [cmclaughlin@townofhopemills.com](mailto:cmclaughlin@townofhopemills.com)  
Website: [www.townofhopemills.com](http://www.townofhopemills.com)

*Email correspondence to and from this address may be subject to the North Carolina Public Records Law and may be disclosed to third parties*

Charles Morris,  
Chair  
Town of Linden

Diane Wheatley,  
Vice-Chair  
Cumberland County

Jami McLaughlin,  
Town of Spring Lake  
Harvey Cain, Jr.,  
Town of Stedman

Donovan McLaurin,  
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**CUMBERLAND**  
★ **COUNTY** ★  
NORTH CAROLINA

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Vikki Andrews,  
Carl Manning,  
Lori Epler,  
Cumberland County

Stan Crumpler,  
Town of Eastover

Patricia Hall,  
Town of Hope Mills

AUGUST 10, 2017

ITEM NO. 4B

MEMO TO: Cumberland County Board of Commissioners

FROM: Cumberland County Joint Planning Board

SUBJECT: **Case P17-17:** Revision and Amendment to the Cumberland County Zoning Ordinance, Article XVI, Board of Adjustment; and requesting permission to Reprint the Zoning Ordinance inserting all text amendments approved since June 20, 2005 as listed.

ACTION: 1<sup>st</sup> motion for Case P17-17: 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.

2<sup>nd</sup> motion for Case P17-17: Move to approve the text amendment and re-publish the County Zoning Ordinance as a technical ordinance in its entirety with all previously approved amendments consolidated within the text.

**MINUTES OF JUNE 20, 2017**

At your May 16, 2017 board meeting, the board members present voted to defer action on this County Zoning Ordinance text amendment directing staff to prepare the amendment without the edits, remove the duplicative paragraph and also to prepare a digital copy of the complete zoning ordinance as proposed to be published with all amendments to date. The text amendment with the edits removed is attached to this memorandum and you have been provided a link to the digital version of the complete zoning ordinance. The original Land Use Codes Committee's recommendation is as follows:

**1<sup>st</sup> MOTION**

The Codes Committee recommends the board find that the attached text amendment is consistent with the 2030 Growth Vision Plan and all other applicable detailed area plans throughout the County since this amendment, if approved, will ensure the County Zoning Ordinance provisions related to Board of Adjustment matters are consistent with the 2013 State Legislature amendments to the statutes regulating local Boards of Adjustment.

The committee recommends the board further find that approval of the text amendment is reasonable and in the public interest which has been established by the General Assembly's ratification of the amended regulations coupled with the fact that certain standards within the statute have been relaxed particularly those related to variances.

**2<sup>nd</sup> MOTION**

In addition to the above information, the Codes Committee recommends approval of the text amendment and that the Commissioners direct the staff to re-publish the County Zoning Ordinance as a technical ordinance in its entirety with all amendments consolidated within the text based on the following:

1. The proposed amendment will afford property owners a lower threshold to meet when a variance is necessary for justifiable use of their property; and
2. Reprinting with merging previously approved amendments into the County Zoning Ordinance will ensure ease of use for citizens, development professionals, and County staff.

**Mr. Pearce made both motions referenced above, seconded by Mrs. Epler, to follow the staff recommendations and approve the text amendment. The motions passed unanimously with Mr. McLaurin abstaining from the vote.**

MINUTES OF MAY 16, 2017

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In addition to the above information, the Codes Committee recommends approval of the text amendment and that the Commissioners direct the staff to re-publish the County Zoning Ordinance as a technical ordinance in its entirety with all amendments consolidated within the text based on the following:

1. The proposed amendment will afford property owners a lower threshold to meet when a variance is necessary for justifiable use of their property; and
2. Reprinting with merging previously approved amendments into the County Zoning Ordinance will ensure ease of use for citizens, development professionals, and County staff.

**Mr. Pearce made both motions referenced above, seconded by Mrs. Epler, to follow the staff recommendations and approve the text amendment. The motions passed unanimously with Mr. McLaurin abstaining from the vote.**

**P17-17**  
**Proposed County Zoning Ordinance Text Amendment**  
(Article XVI, Board of Adjustment)

**P17-17. Revision and Amendment to the Cumberland County Zoning Ordinance, Article XVI, Board of Adjustment; and requesting permission to Reprint the Zoning Ordinance inserting all text amendments approved since June 20, 2005 as listed.**

**AMEND Article XVI, Board of Adjustment as indicated below:**

**ARTICLE XVI**  
**BOARD OF ADJUSTMENT**

**SECTION 1601. ESTABLISHMENT.**

The Board of Commissioners, pursuant to N.C. GEN. STAT. §~~153A-340~~ ~~153A-345~~, does establish a Board of Adjustment. Such board shall consist of at least five members appointed by the Commissioners, with membership providing for a means of proportional representation of the County's territorial jurisdiction. The appointments shall be for staggered terms. Subsequent or new reappointments shall be for three-year terms; all appointments to fill vacancies shall be for the unexpired term. The Commissioners shall also appoint five alternate members at large to serve in the absence or temporary disqualification of any regular member or to fill a vacancy pending appointment of a member. Alternate members shall be appointed in the same manner as regular members and at the regular times for appointment. Each alternate member, while attending any regular or special meeting of the board and serving in the absence of any regular member, shall have and exercise all the powers and duties of any regular member absent from the meeting.

**SECTION 1602. PROCEEDINGS.**

The Board shall elect a Chairperson ~~Chairman~~ and Vice-Chairperson ~~Vice-Chairman~~ from among its members. The Director shall assign a staff member to fill the Secretary and Clerk positions. Meetings of the board shall be held at the call of the Chairperson ~~Chairman~~ and at such other times as the board may determine. The Chairperson ~~Chairman~~ or any member acting as chair and the Secretary to the Board are authorized ~~is authorized in his official capacity~~ to administer oaths. The Chairperson may and compel the attendance of witnesses in any matter coming before the Board. Any person who, while under oath during a proceeding before the Board of Adjustment, willfully swears falsely is guilty of a Class 1 misdemeanor. The Vice-Chairperson or any ~~Any~~ member of the board while temporarily acting as Chairperson ~~Chairman~~ has and can

exercise like authority. All meetings of the board shall be open to the public. The board shall keep minutes of its proceedings, showing the vote of each member upon every motion or question, or if absent or failing to vote, indicating such fact. The board shall also keep records of its examinations and official action.

*(Amd. 04-18-11)*

## **SECTION 1603. POWERS AND DUTIES.**

The Board of Adjustment ~~shall have the powers, authority and duty to~~ shall hear and decide all matters upon which it is required to pass under any statute or ordinance that regulates land use or development:

A. Hear and decide special use permits, requests for variances, and appeals of decisions ~~Act in all matters~~ relating to the administrative review of any order, requirement, decision or determination made by the Director or other administrative official regarding enforcement of this ordinance or other ordinance that regulates land use or development. (see Section 1604 below)

*(Amd. 01-19-10)*

B. Vary or modify any of the regulations or provisions of this ordinance related to the construction or alteration of buildings or structures, dimensional requirements and minimum standards of individual uses except for specific location criteria for individual uses, in accordance with Section 1605, where there are unnecessary hardships in carrying out the strict letter of this ordinance, so that the spirit, purpose and intent of the ordinance shall be observed, public safety ~~is and welfare~~ secured and substantial justice achieved ~~done~~;

*(Amd. 01-19-10)*

C. May hear and decide special use permit applications ~~Grant permit exceptions, called "Special Uses," in the classes of cases or situations and~~ in accordance with ~~the principles, conditions, safeguards~~ standards and procedures specified in Section 1606;

*(Amd. 01-19-10)*

D. ~~Repealed. Interpret the official zoning maps and pass upon disputed questions of lot lines or district boundary lines and similar questions as they arise in administration of this ordinance;~~

E. Rule on matters concerning nonconforming uses as to their continuance or discontinuance, expansion, reconstruction and, in general, compliance with Sections 1003 and 1004;

F. Rule on matters related to the County's Water Supply Watershed Management and Protection Ordinance regarding High Density developments, appeal of the Watershed Review Officer's decision, and hear request for variance from the County Water Supply Watershed Management and Protection Ordinance;

*(Amd. 01-19-10)*

G. Hear and rule on appeals and variance requests from the County's Flood Damage Prevention Ordinance, ~~and~~

H. *Repealed.*  
(Amd. 01-19-10)

**SECTION 1604. APPEALS ADMINISTRATIVE REVIEW.**

The Board of Adjustment shall hear and decide from decisions of administrative officials charged with enforcement of the zoning ordinance and may hear appeals arising out of any other ordinance that regulates land use or development pursuant to all of the following: ~~Appeals may be taken to the Board of Adjustment by any person aggrieved or by an officer, department, board or bureau of the County affected by any decision of an administrative official charged with the enforcement or interpretation of this ordinance thought to be in error. Such appeals shall be filed with the Board of Adjustment by notice specifying the grounds for appeal. Appeal shall be filed within 30 calendar days from the date of the action being appealed. The officer from whom the appeal is taken shall forthwith transmit to the Board of Adjustment all the papers constituting the record upon which the action appealed from was taken, together with any additional written reports or documents, as the administrative official deems pertinent.~~

A. Any person who has standing under G.S. 160A-393(d) or the County may appeal a decision to the Board of Adjustment. The notice of appeal shall state the grounds for the appeal.

B. The official who made the decision shall give written notice to the owner of the property that is the subject of the decision and to the party who sought the decision, if different from the subject property owner. The written notice shall be delivered by personal delivery, electronic mail, or by first-class mail;

C. The owner or other party shall have 30 days from receipt of the written notice within which to file an appeal. Any other person with standing to appeal shall have 30 days from receipt from any source of actual or constructive notice of the decision within which to file an appeal.

D. An appeal of a notice of violation or other enforcement order stays enforcement of the action appealed from unless the official who made the decision certifies to the Board of Adjustment after notice of appeal has been filed that because of the facts stated in an affidavit, a stay would cause imminent peril to life or property or because the violation is transitory in nature, a stay would seriously interfere with enforcement of the ordinance. In that case, enforcement proceedings shall not be stayed except by a restraining order, which may be granted by a court. If enforcement proceedings are not stayed, the appellant may file with the official a request for an expedited hearing of the appeal, and the Board of Adjustment shall meet to hear the appeal within 15 days after such a request is filed. Notwithstanding the foregoing, appeals of decisions granting a

permit or otherwise affirming that a proposed use of property is consistent with the ordinance shall not stay the further review of an application for permits or permissions to use such property; in these situations the appellant may request and the board may grant a stay of a final decision of permit applications or building permits affected by the issue being appealed.

E. Subject to the provisions of subdivision (E) of this sub-section, the board of adjustment shall hear and decide the appeal within a reasonable time.

F. The official who made the decision shall be present at the hearing as a witness. The appellant shall not be limited at the hearing to matters stated in the notice of appeal. If any party or the County would be unduly prejudiced by the presentation of matters not presented in the notice of appeal, the board shall continue the hearing. The Board of Adjustment may reverse or affirm, wholly or partly, or may modify the decision appealed from and shall make any order, requirement, decision, or determination that ought to be made. The board shall have all the powers of the official who made the decision.

~~The Board of Adjustment may after public hearing, so long as such action is in conformity with the terms of this ordinance, reverse or affirm, wholly or in part, or may modify any order, requirement, decision or determinations as ought to be made, and to that end shall have the powers of the administrative official from whom the appeal is taken.~~

~~(Amd. 01-19-10)~~

## **SECTION 1605. VARIANCE.**

When unnecessary hardships would result from carrying out the strict letter of this ordinance, or other land use regulation or ordinance, The Board of Adjustment may authorize in specific cases such variances from the terms of this ordinance upon request of a property owner or his authorized agent and may require any evidence necessary to make a determination of the case. Before the Board may grant any variance, the Board must find that all of the following conditions exist for an individual case the Board of Adjustment shall vary any of the provisions of the ordinance upon a showing of all of the following:

A. Unnecessary hardship would result from the strict application of the ordinance. It shall not be necessary to demonstrate that, in the absence of the variance, no reasonable use can be made of the property. ~~There are extraordinary and exceptional conditions pertaining to the particular piece of property in question because of its size, shape or topography that are not applicable to other lands or structures in the same district; difficult~~

B. The hardship results from conditions that are peculiar to the property, such as location, size, or topography. Hardships resulting from personal circumstances, as well as hardships resulting from conditions that are common to the neighborhood or the

~~general public, may not be the basis for granting a variance. Granting the variance requested will not confer upon the applicant any special privileges that are denied to other residents in the district in which the property is located;~~

~~C. The hardship did not result from actions taken by the applicant or the property owner. The act of purchasing property with knowledge that circumstances exist that may justify the granting of a variance shall not be regarded as a self-created hardship. The literal interpretation of the provisions of this ordinance would deprive the applicant of rights commonly enjoyed by other residents of the district in which the property is located;~~

~~D. The requested variance is consistent with the spirit, purpose ~~will be in harmony with the purpose~~ and intent of the this ordinance, such that public safety is secured, and substantial justice is achieved; ~~and will not be injurious to the neighborhood or to the general welfare;~~~~

~~E. The special circumstances are not the result of the actions of the applicant;~~

~~F. The variance requested is the minimum variance that will make possible the legal use of the land, building or structure;~~

~~G. The variance is not a request to permit a use of land, building or structure which is not permitted by right or by special exception in the district involved and will not constitute any change in district boundaries; and~~

~~H. The existence of a nonconforming use of neighboring land, buildings or structures in the same district or of permitted or nonconforming uses in other districts does not constitute a reason for approval of the requested variance. In granting a variance, the Board may attach and the record shall reflect such conditions regarding the location, character and other features of the proposed building, structure or use as it may deem advisable. The record shall also state in detail any exceptional difficulty or unnecessary hardship upon which the request was based and which the Board finds to exist.~~

Appropriate conditions may be imposed on any variance, provided that the conditions are reasonably related to the variance. Any variance granted becomes null and void if not exercised within the time specified in such approvals, or if no date is specified, within one calendar year from the date of such approval. The Board of Adjustment is not authorized to grant variances to any use approved in a Conditional Zoning district or to the specific conditions or other performance criteria imposed upon such use. If the board denies ~~a~~ the variance request, the board ~~it~~ shall enter the reason for its action in the minutes of the meeting at which the action is taken. In the event of a denial, the Board of Adjustment shall not consider resubmission of the application for the same variance request on the same property without a substantial material change concerning the property and the application.

*(Amd. 02-19-08; Amd. 04-18-11)*

## SECTION 1606. SPECIAL USE PERMITS.

The Board of Adjustment shall hear and decide applications for special use permits. The various Special Uses set forth in the Use Matrix in Article IV, because of special site or design requirements, operating characteristics or potential adverse effects on surrounding property and neighborhoods, shall be permitted only upon approval by the Board of Adjustment in accordance with the standards and procedures specified in the ordinance ~~and conditions as set forth in this section.~~ Reasonable and appropriate conditions may be imposed upon these permits.

A. Purpose. Permitting Special Uses adds flexibility to this ordinance. Subject to high standards of planning and design, certain property uses are allowed in the several districts where these uses would not otherwise be acceptable. By means of controls exercised through the Special Use Permit procedures, property uses that would otherwise be undesirable in certain districts can be developed to minimize any negative effects they might have on surrounding properties.

B. Procedure. Special Use Permits shall be granted by the Board of Adjustment as permitted for only those uses enumerated in Section 403, Use Matrix, as Special Uses. Uses specified as a Special Use in Section 403 shall be permitted only upon the issuance of a Special Use Permit by the Board of Adjustment.

The owner or owners of all property included in the petition for a Special Use Permit shall submit a complete application and a detailed site plan (drawn in accordance with the specifications listed in Section 1402) to the Planning and Inspections Staff. The Staff will schedule the application to be heard by the Board of Adjustment in accordance with the adopted time schedule. ~~The Planning and Inspections Staff shall also notify the Commanders of Fort Bragg, Pope Air Force Base, and Simmons Army Airfield 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. § 153A-323.~~

Developers are encouraged to discuss their Special Use plans with the Planning and Inspections Staff before submission. The staff shall assist the developer upon request by reviewing Special Use plans to ensure that the technical requirements of this ordinance are met before submission to the Board of Adjustment.

All applications and site plans shall provide information indicating compliance with the development standards for individual uses as listed in Article IX of this ordinance, as applicable, and the height and area regulations for the zoning district in which they are located, unless the provisions for the Special Use provide to the contrary.

C. Consideration of Application. The Board of Adjustment shall consider the application, site plan and any other evidence presented in accordance with this article and may grant or deny the Special Use Permit requested. In granting a Special Use Permit, the Board shall find that:

1. The use will not materially endanger the public health or safety if located according to the plan submitted and proposed;

2. The use meets all required conditions and specifications;

3. The use will maintain or enhance the value of adjoining or abutting properties, or that the use is a public necessity; and

4. The location and character of the use, if developed according to the plan as submitted and recommended, will be in harmony with the area in which it is to be located and is in general conformity with Cumberland County's most recent Land Use Plan, either comprehensive or a detailed area plan.

*(Amd. 02-19-08)*

D. Final Disposition. In granting approval of a Special Use Permit, the Board of Adjustment shall impose such reasonable terms and conditions as it may deem necessary for the protection of the public health, general welfare and public interest. In granting a Special Use Permit, the Board of Adjustment ~~may~~ ~~shall~~ give due consideration to one or all of the following:

1. The compatibility of the proposal, in terms of both use and appearance, with the surrounding neighborhood;

2. The comparative size, floor area and mass of the proposed structure in relationship to adjacent structures and buildings in the surrounding area and neighborhood;

3. The frequency and duration of various indoor and outdoor activities and special events, and the impact of these activities on the surrounding area;

4. The capacity of adjacent streets to handle increased traffic in terms of traffic volume, including hourly and daily levels and weight-bearing limitations;

5. The added noise level created by activities associated with the proposed use;

6. The requirements for public services where the demands of the proposed use are in excess of the individual demands of the adjacent land uses, in terms of police and fire protection, and the presence of any potential or real fire hazards created by the proposed use;

7. Whether the general appearance of the neighborhood will be adversely affected by the location of the proposed use on the parcel;

8. The impact of night lighting in terms of intensity, duration and frequency of use, as it impacts adjacent properties and in terms of presence in the neighborhood;

9. The impact of the landscaping of the proposed use, in terms of maintained landscaped areas, versus areas to remain in a natural state, as well as the openness of landscaped areas, versus the use of buffers and screens;

10. The impact of a significant amount of hard-surfaced areas for buildings, sidewalks, drives, parking areas and service areas, in terms of noise transfer, water runoff and heat generation;

11. The availability of public facilities and utilities;

12. The harmony in scale, bulk, coverage, function and density of the proposed development and compliance with the development standards of the individual uses; and

13. The reasonableness of the request as compared to the purpose and intent of the most recent Land Use Plan, this ordinance, and adopted policies, for the physical development of the district, and protection of the environment.

*(Amd. 02-19-08)*

All such additional conditions [imposed on the permit by the Board of Adjustment](#) shall be entered in the minutes of the meeting at which the Special Use Permit is granted, on the Special Use Permit itself, and on the approved plans submitted therewith. The specific conditions shall run with the land and shall be binding on the original applicants for the Special Use Permit, their heirs, successors and assigns. The applicant for the Special Use Permit is responsible for the recordation of the "Notice of Special Use Permit" with the Cumberland County Register of Deeds prior to application for any zoning permit.

If the Board denies the Special Use Permit, it shall enter the reason for its action in the minutes of the meeting at which the action is taken. In the event of a denial, the Board of Adjustment shall not consider resubmission of the application for the same Special Use Permit on the same property without a substantial material change concerning the property and the application.

E. Expiration of Permits. Any Special Use granted becomes null and void if not exercised within the time specified in such approval, or if no date is specified, within one calendar year from the date of such approval [if the permit has not been recorded with the County Register of Deeds](#). Furthermore, once the Certificate of Occupancy has been issued for a Special Use and then the Special Use ceases to exist for a time period of one calendar year or more, a re-submittal of the Special Use application for the same use may be required if there has been a material change in the ordinance standards *(Amd. 08-18-08)*

F. Modifications to Plans. The Board of Adjustment shall review any change, enlargement or alteration in site plans submitted as a part of a Special Use application, and new conditions may be imposed where findings require. The Planning and Inspections Staff may approve minor modifications of the approved plans in the same

manner as authorized in Section 506 for Conditional Zoning districts, provided that the changes do not materially alter the original plan as approved, and the intent and objectives of the original approval are not deviated from.

*(Amd. 02-19-08; Amd. 04-18-11)*

G. Noncompliance. If for any reason any condition imposed pursuant to this section is found to be illegal or invalid, the Special Use Permit shall be null and void and of no effect, and the Planning and Inspections Staff shall institute proceedings for the case to be reheard by the Board of Adjustment.

Compliance with all the conditions of a Special Use Permit is an essential element of the Special Use Permit's continued validity and effectiveness. If the Coordinator shall determine that a permittee has failed to comply with a condition of an approved Special Use Permit, he shall so notify the permittee or the permittee's successor in interest and shall place the matter on the Board of Adjustment's agenda for the Board's decision whether or not to revoke the Special Use Permit. Such hearing shall be on reasonable written notice to the permittee or the permittee's successor in interest and shall be a quasi-judicial proceeding according to quasi-judicial procedures. The decision of the Board of Adjustment shall be a final decision, and a decision to revoke the Special Use Permit may be appealed to the Superior Court of Cumberland County within 30 days after the permittee or the permittee's successor in interest has been served with written notice of the Board of Adjustment's decision. Service by personal delivery, electronic mail or certified mail, return receipt requested, of a certified copy of the Board of Adjustment's approved minutes for its meeting at which such decision is made, may constitute written notice and service of the Board of Adjustment's decision hereunder.

*(Amd. 04-18-11)*

H. Appeals of Special Use Permit Decisions. No appeal may be taken from the action of the Board of Adjustment in granting or denying a Special Use Permit except through the Cumberland County Superior Court in the same manner as set forth in this article for appeal of any Board of Adjustment decision.

## **SECTION 1607 HEARINGS**

A. The Board of Adjustment shall determine contested facts and make its decision within a reasonable time. Every quasi-judicial decision shall be based upon competent, material, and substantial evidence in the record. Each quasi-judicial decision shall be reduced to writing and reflect the board's determination of contested facts and their application to the applicable standards. The written decision shall be signed by the Chair or other duly authorized member of the board. A quasi-judicial is effective upon filing the written decision with the Clerk to the board. The decision of the board shall be delivered by personal delivery, electronic mail, or by first-class mail to the applicant, property owner, and to any person who has submitted a written request for a copy, prior to the date the decision becomes effective. The Clerk to the board shall certify that proper notice has been made. ~~Any variance or Special Use Permit application considered by the Board of Adjustment requires a quasi-judicial hearing. All other~~

~~applications considered by the board shall be considered in the manner in which the governing regulation establishes. The board shall fix a reasonable time for hearing and give public notice as well as due notice to the parties in interest. Each quasi-judicial hearing shall follow quasi-judicial requirements including sworn testimony, the reliance on competent evidence, the right to question witnesses, avoiding ex parte contact and bias and matching up evidence to findings of fact. At the hearing, any person or party may appear in person or by agent or attorney. The board shall take action on all matters within a reasonable time after the termination of the proceedings.~~

~~(Amd. 08-18-08; Amd. 07-26-13)~~

The ~~Secretary to the Board of Adjustment~~ Planning and Inspections Staff shall ~~ensure also notify~~ the Commanders of Fort Bragg, Pope ~~Army Airfield~~ Air Force Base, 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. § 153A-323.

## **SECTION 1608. REQUIRED VOTE.**

A. The concurring vote of four-fifths of the members of the Board of Adjustment shall be necessary to reverse any order, requirement, decision or determination of any administrative official charged with the enforcement of this ordinance and to decide in favor of an applicant on any matter, except relating to Special Use Permits, which the board is required to pass, including granting variances from the provisions of this ordinance. Decisions for issuance of a Special Use Permit shall be made by the majority vote of the board members present at the meeting in which the request is heard. grant a variance. A majority of the members shall be required to decide any other quasi-judicial matter or to determine an appeal made in the nature of certiorari. For the purposes of this sub-section, vacant positions on the board and members who are disqualified from voting on a quasi-judicial matter shall not be considered members of the board for calculation of the requisite majority if there are no qualified alternates available to take the place of such members.

~~(Amd. 02-19-08; Amd. 04-18-11)~~

B. A member of the board exercising quasi-judicial functions pursuant to this article shall not participate in or vote on any quasi-judicial matter in a manner that would violate affected person's constitutional rights to an impartial decision maker. Impermissible violations of due process include, but are not limited to, a member having a fixed opinion prior to hearing the matter that is not susceptible to change, undisclosed ex parte communications, a close familial, business, or other associational relationship with an affected person, or a financial interest in the outcome of the matter. If an objection is raised to a member's participation and that member does not recuse himself or herself, the remaining members shall by majority vote rule on the objection.

## **SECTION 1609. REVERSAL/REVOCAION OF DECISION.**

After a hearing has been held and approval granted, the Board of Adjustment may reverse or revoke any decision notice to the property owner and affected applicant if not the owner ~~without a public hearing~~ upon finding that:

- A. The approval was obtained by fraud;
- B. The use for which such approval was granted is not being executed;
- C. The use for which such approval was granted has ceased to exist or has been suspended for one calendar year or more;
- D. The permit granted is being, or recently has been, exercised contrary to the terms or conditions of such approval;
- E. The permit granted is in violation of an ordinance or statute; or
- F. The use for which the approval was granted was so exercised as to be detrimental to the public health or safety, or so as to constitute a nuisance.

## **SECTION 1610. APPEAL OF FINAL DECISION.**

Every quasi-judicial decision shall be subject to review by the Superior Court by proceedings in the nature of certiorari pursuant to N.C. GEN. STAT. § 160A-393. A petition for review shall be filed with the Clerk of Superior court by the later of 30 days after the decision is effective or after a written copy thereof is given in accordance with subdivision A of this sub-section. When first-class mail is used to deliver notice, three days shall be added to the time to file the petition.

~~Any decision of the Board of Adjustment is subject to review by the Superior Court by proceedings in the nature of certiorari. The aggrieved party shall file a "Notice of Intent to Appeal" with the Planning and Inspections Department on the next business day following the meeting in which the board's decision was made final, or the next business day following receipt of the written copy thereof and delivery is made to every aggrieved party, whichever is later. Any petition for review by the Superior Court shall be filed with the Clerk of Superior Court within of 30 calendar days after the decision of the Board is made final. The decision of the board may be delivered to the aggrieved party either by personal service or by registered mail or certified mail, return receipt requested.~~

~~(Amd. 01-19-10; Amd. 04-18-11)~~

**State Statute References: N.C. GEN. STAT. §153A-345.1 and §160A-388**

**AUTHORIZE the County Planning and Inspections' staff to REPRINT the Cumberland County Zoning Ordinance in its entirety, including all text amendments to the zoning ordinance adopted on or after June 20, 2005 and as listed below:**

(See next page of zoning text amendment listing.)

Charles Morris,  
Chair  
Town of Linden

Diane Wheatley,  
Vice-Chair  
Cumberland County

Jami McLaughlin,  
Town of Spring Lake  
Harvey Cain, Jr.,  
Town of Stedman

Donovan McLaurin,  
Wade, Falcon & Godwin



CUMBERLAND  
COUNTY  
NORTH CAROLINA

Planning & Inspections Department

Thomas J. Lloyd,  
Director

Cecil P. Combs,  
Deputy Director

Vikki Andrews,  
Carl Manning,  
Lori Epler,  
Cumberland County

Stan Crumpler,  
Town of Eastover

Patricia Hall,  
Town of Hope Mills

AUGUST 10, 2017

ITEM NO.

4C

MEMO TO: Cumberland County Board of Commissioners

FROM: Cumberland County Joint Planning Board

SUBJECT: **Case P17-22:** Rezoning of 2.00+/- acres from A1 Agricultural to R40A Residential or to a more restrictive zoning district, located at 3101 Cedar Creek Road, submitted by Karen E. Osborn (owner).

ACTION: 1<sup>st</sup> motion for Case P17-22: 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.

2<sup>nd</sup> motion for Case P17-22: Move to approve the request for R40A Residential Zoning.

PROPERTY INFORMATION: **Frontage & Location:** 127.34'+/- on SR 53 (Cedar Creek Road); **Depth:** 774'+/-; **Adjacent Property:** Yes; **Current Use:** Residential; **Initial Zoning:** A1 – September 14, 1979 (Area 9); **Nonconformities:** None; **Zoning Violation(s):** None; **School Capacity/Enrolled:** Comments requested, none received; **Special Flood Hazard Area (SFHA):** No; **Water/Sewer Availability:** PWC/Septic; **Soil Limitations:** Yes, hydric – JT Johnston loam & Le Leon sand; **Highway Plan:** Cedar Creek Road is identified as a thoroughfare needing improvement in the 2040 Metropolitan Transportation Plan. However, there are no constructions/improvements currently planned in that area. The subject property will have no impact on the Transportation Improvement Plan; **Notes:** Density: A1 – 1 lot/unit, A1A – 2 lots/units, R40 & R40A – 2 lots/ units; Minimum Yard Setbacks: **A1& A1A:** Front yard: 50', Side yard: 20', Rear yard: 50'; **R40 & R40A:** Front yard: 30', Side yard: 15', Rear yard: 35'.

MINUTESF JUNE 20, 2017

**FIRST MOTION**

The Planning and Inspections Staff recommends the board find that while approval of the request is not entirely consistent with the adopted comprehensive plan designated as the *2030 Growth Vision Plan*, which calls for "urban" development at this location, the request is consistent with the *Draft Vander Area Proposed Land Use Plan*, which calls for "rural residential" development and R40A Residential will maintain the rural character of the area.

The staff recommends the board further find that approval of this rezoning is reasonable and in the public interest because the district requested for the subject property meets or exceeds the location criteria of the adopted Land Use Policies Plan, in that: *individual well and septic system*

allowed; could be located in any defined critical area as defined by the Fort Bragg Small Area Study; Desirable to be limited to one unit per acre in areas with hydric and severe septic tank limitations soils; Desirable to not be located in an area that is a prime industrial site; and may be outside the Sewer Service Area.

**SECOND MOTION**

In addition to the above information, the Planning and Inspections Staff recommends the board approve Case No. P17-22 for R40A Residential based on the following:

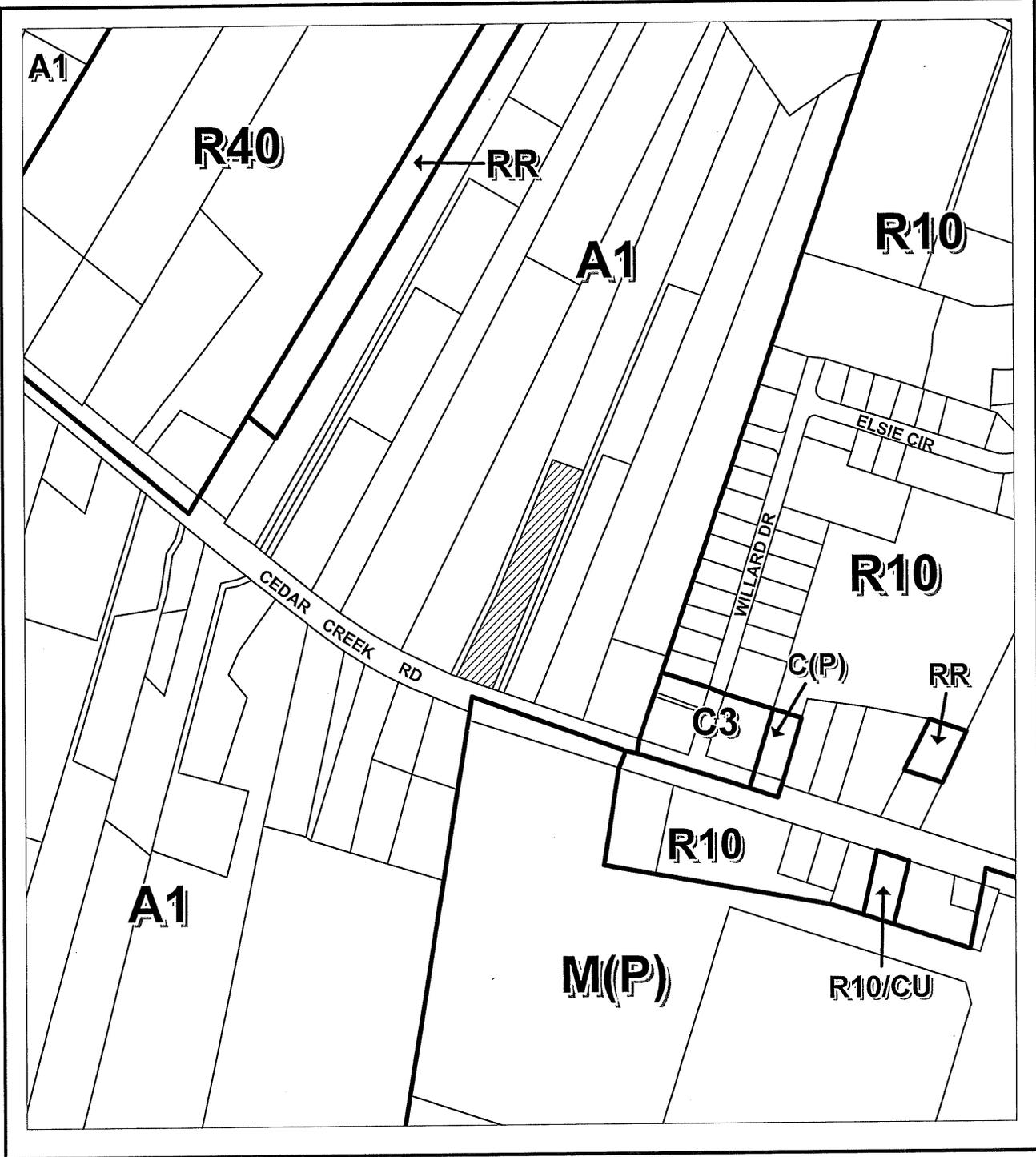
- The district requested will allow for land uses and lot sizes that exist in the general area.

**OTHER SUITABLE DISTRICTS: A1A**

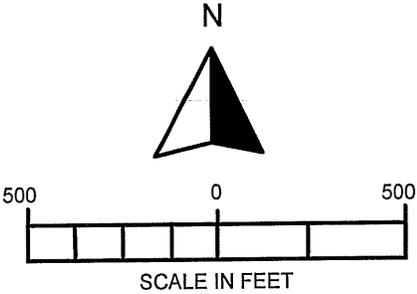
**Mr. Pearce made both motions referenced above, seconded by Mrs. Epler, to follow the staff recommendations and approve the rezoning request. The motions passed unanimously.**

**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.*



## REQUESTED REZONING A1 TO R40A



<b>ACREAGE: 2.00 AC.+/-</b>		<b>HEARING NO: P17-22</b>	
ORDINANCE: COUNTY	HEARING DATE	ACTION	
STAFF RECOMMENDATION			
PLANNING BOARD			
GOVERNING BOARD			

Charles Morris,  
Chair  
Town of Linden

Diane Wheatley,  
Vice-Chair  
Cumberland County

Jami McLaughlin,  
Town of Spring Lake  
Harvey Cain, Jr.,  
Town of Stedman

Donovan McLaurin,  
Wade, Falcon & Godwin



**CUMBERLAND**  
★ **COUNTY** ★  
NORTH CAROLINA

*Planning & Inspections Department*

Thomas J. Lloyd,  
Director

Cecil P. Combs,  
Deputy Director

Vikki Andrews,  
Carl Manning,  
Lori Epler,  
Cumberland County

Stan Crumpler,  
Town of Eastover

Patricia Hall,  
Town of Hope Mills

AUGUST 10, 2017

ITEM NO. 40

MEMO TO: Cumberland County Board of Commissioners

FROM: Cumberland County Joint Planning Board

SUBJECT: **Case P17-27:** Rezoning of 1.84+/- acres from M(P) Planned Industrial to C(P) Planned Commercial or to a more restrictive zoning district, located at 2915 Gillespie Street, submitted by Kinlaw's Warehouse, LLC (owner) and Rebecca Person (agent).

ACTION: 1<sup>st</sup> motion for Case P17-27: 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.

2<sup>nd</sup> motion for Case P17-27: Move to approve the request for C(P) Planned Commercial Zoning.

PROPERTY INFORMATION: **Frontage & Location:** 258'+/- on SR 2273 (Gillespie St); **Depth:** 470'+/-; **Adjacent Property:** No; **Current Use:** Vacant industrial building; **Initial Zoning:** M(P) – March 15, 1979 (Area 6); **Nonconformities:** None; **Zoning Violation(s):** None; **School Capacity/Enrolled:** Cashwell Elementary: 803/655; South View Middle: 900/664; South View High: 1800/1775; **Municipal Influence Area:** Fayetteville; **Special Flood Hazard Area (SFHA):** No; **Water/Sewer Availability:** PWC/PWC; **Soil Limitations:** Yes, hydric – JT Johnston loam; **Airport Overlay District –** Yes, Impact Zone 6; **Subdivision/Site Plan:** If approved, site plan review required; **Average Daily Traffic Count (2014):** 17,000 on I-95 Business (Gillespie St); **Highway Plan:** The subject property lies between Gillespie Street and Airport Road. Gillespie Street is identified in that area as a local road in the 2040 Metropolitan Transportation Plan with no constructions/improvements planned in that area. Airport Road is identified as an existing boulevard in the 2040 Metropolitan Transportation Plan with no constructions/improvements planned. The subject property will have no impact on the Transportation Improvement Plan; **Notes:** Minimum Yard Setbacks: **M(P):** Front yard: 100', Side yard: 50', Rear yard: 50'; **C(P):** Front yard: 50', Side yard: 30', Rear yard: 30'.

MINUTES OF JULY 18, 2017

**FIRST MOTION**

The Planning and Inspections Staff recommends the board find that approval of the request is consistent with the adopted comprehensive plan designated as the *2030 Growth Vision Plan*, which calls for "urban" development at this location. The request is also consistent with the *South Central Land Use Plan*, which calls for "heavy commercial".

The staff recommends the board further find that approval of this rezoning is reasonable and in the public interest because the district requested for the subject property meets or exceeds the

location criteria of the adopted Land Use Policies Plan, in that: *public water and sewer required, PWC water and sewer is available; should have minimum direct access to a collector street, the subject property has access to Airport Road, which is a minor arterial street; should not be in a predominantly residential, office & institutional, or light commercial area, the area is predominantly zoned industrial and heavy commercial; may be co-located with light industrial/manufacturing uses; must be located on a sufficient site that provides adequate area for buffering, screening, and landscaping, subject property is located on 1.84+/- acres; and is located within an Activity Node area.*

## **SECOND MOTION**

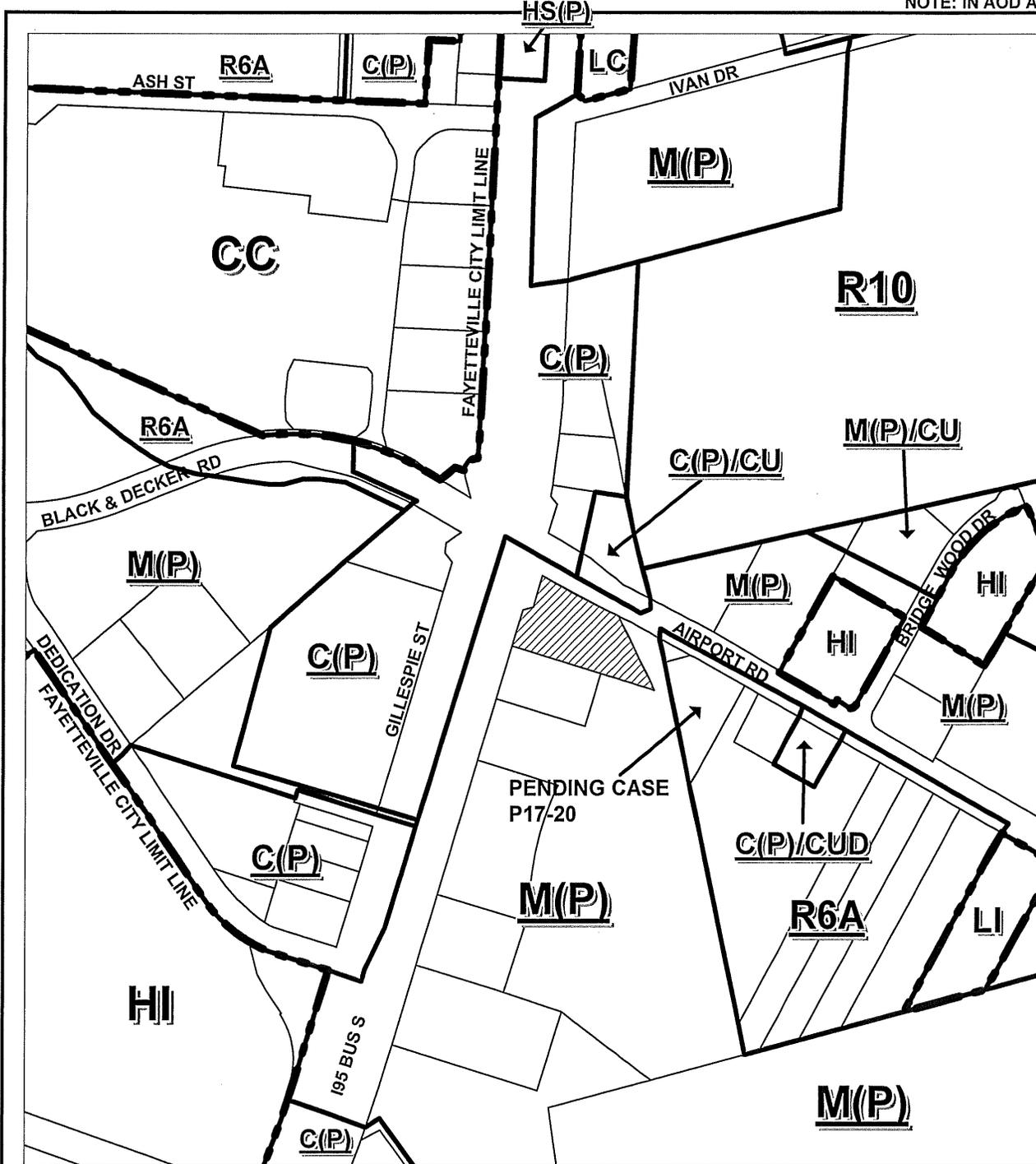
In addition to the above information, the Planning and Inspections Staff recommends the board approve Case No. P17-27 for C(P) Planned Commercial based on the following:

- The district requested will allow for land uses that exist in the general area; and
- If approved, will help ensure that a relatively large vacant non-residential structure is occupied.

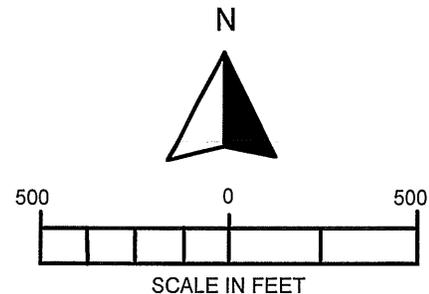
**Ms. Hall made both motions referenced above, seconded by Mrs. Epler, to follow the staff recommendations and approve the C(P) rezoning request. The motions passed unanimously.**

### **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.*



## REQUESTED REZONING M(P) TO C(P)



ACREAGE: 1.84 AC.+/-		HEARING NO: P17-27	
ORDINANCE: COUNTY	HEARING DATE	ACTION	
STAFF RECOMMENDATION			
PLANNING BOARD			
GOVERNING BOARD			

Charles Morris,  
Chair  
Town of Linden

Diane Wheatley,  
Vice-Chair  
Cumberland County

Jami McLaughlin,  
Town of Spring Lake  
Harvey Cain, Jr.,  
Town of Stedman

Donovan McLaurin,  
Wade, Falcon & Godwin



**CUMBERLAND**  
**COUNTY**  
NORTH CAROLINA

*Planning & Inspections Department*

Thomas J. Lloyd,  
Director

Cecil P. Combs,  
Deputy Director

Vikki Andrews,  
Carl Manning,  
Lori Epler,  
Cumberland County

Stan Crumpler,  
Town of Eastover

Patricia Hall,  
Town of Hope Mills

AUGUST 10, 2017

ITEM NO. 4E

MEMO TO: Cumberland County Board of Commissioners

FROM: Cumberland County Joint Planning Board

SUBJECT: **Case P17-28:** Rezoning of 2.76+/- acres from A1 Agricultural & R40 Residential to R40 Residential or to a more restrictive zoning district; located on the southwest side of SR 2233 (School Road), west of SR 2251 (Yarborough Road); submitted by Jeff and Judy Devore (owners) and Tim Evans (agent).

ACTION: 1<sup>st</sup> motion for Case P17-28: 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.

2<sup>nd</sup> motion for Case P17-28: Move to approve the request for R40 Residential Zoning.

PROPERTY INFORMATION: **Frontage & Location:** 550'+/- on SR 2233 (School Rd); **Depth:** 270'+/- ; **Adjacent Property:** Yes; **Current Use:** Vacant; **Initial Zoning:** A1 – June 25, 1980 (Area 13); rezoned to A1 & R40 on May 19, 2014 (Case P14-14); **Nonconformities:** None; **Zoning Violation(s):** None; **School Capacity/Enrolled:** Gray's Creek Elementary: 495/440; Gray's Creek Middle: 1100/1076; Gray's Creek High: 1270/1440; **Special Flood Hazard Area (SFHA):** No; **Water/Sewer Availability:** Well/septic; **Soil Limitations:** None; **Subdivision/Site Plan:** Part of approved site plan, see case 17-072; **Watershed Review Officer:** Watershed review and approval will be required; **Average Daily Traffic Count (2014):** 1,400 on SR 2233 (School Road); **Highway Plan:** School Road is identified as an existing thoroughfare in the 2040 Metropolitan Transportation Plan with no constructions/improvements planned. The subject property will have no impact on the Transportation Improvement Plan; **Notes:** Density: A1 – 1 lot/unit, A1A – 2 lots/ 3 units, R40 – 3 lots/units; Minimum Yard Setbacks: **A1 & A1A:** Front yard: 50', Side yard: 20', Rear yard: 50'; **R40:** Front yard: 30', Side yard: 15', Rear yard: 35'; Request is intended to clean up zoning lines within approved subdivision.

MINUTES OF JULY 18, 2017

**FIRST MOTION**

The Planning and Inspections Staff recommends the board find approval of the request is consistent with the adopted comprehensive plan designated as the 2030 Growth Vision Plan, which calls for "rural" development at this location, because the district requested will allow for single family dwelling units on relatively large lots in a rural area. Although the request is not entirely consistent with the South Central Land Use Plan which calls for "farmland," the requested district would restrict development to approximately one acre lots where soil conditions are suitable for septic systems.

The staff recommends the board further find that approval of this rezoning is reasonable and in the public interest because the district requested for the subject property meets or exceeds the location criteria of the adopted Land Use Policies Plan, in that: *individual well and septic systems are allowed; could be located in any defined critical area as defined by the Fort Bragg Small Study Area; desirable to be limited to one unit per acre in areas with hydric soils and severe septic tank limitations; desirable to not be located in an area that is a prime industrial site and may be outside the Sewer Service Area.*

**SECOND MOTION**

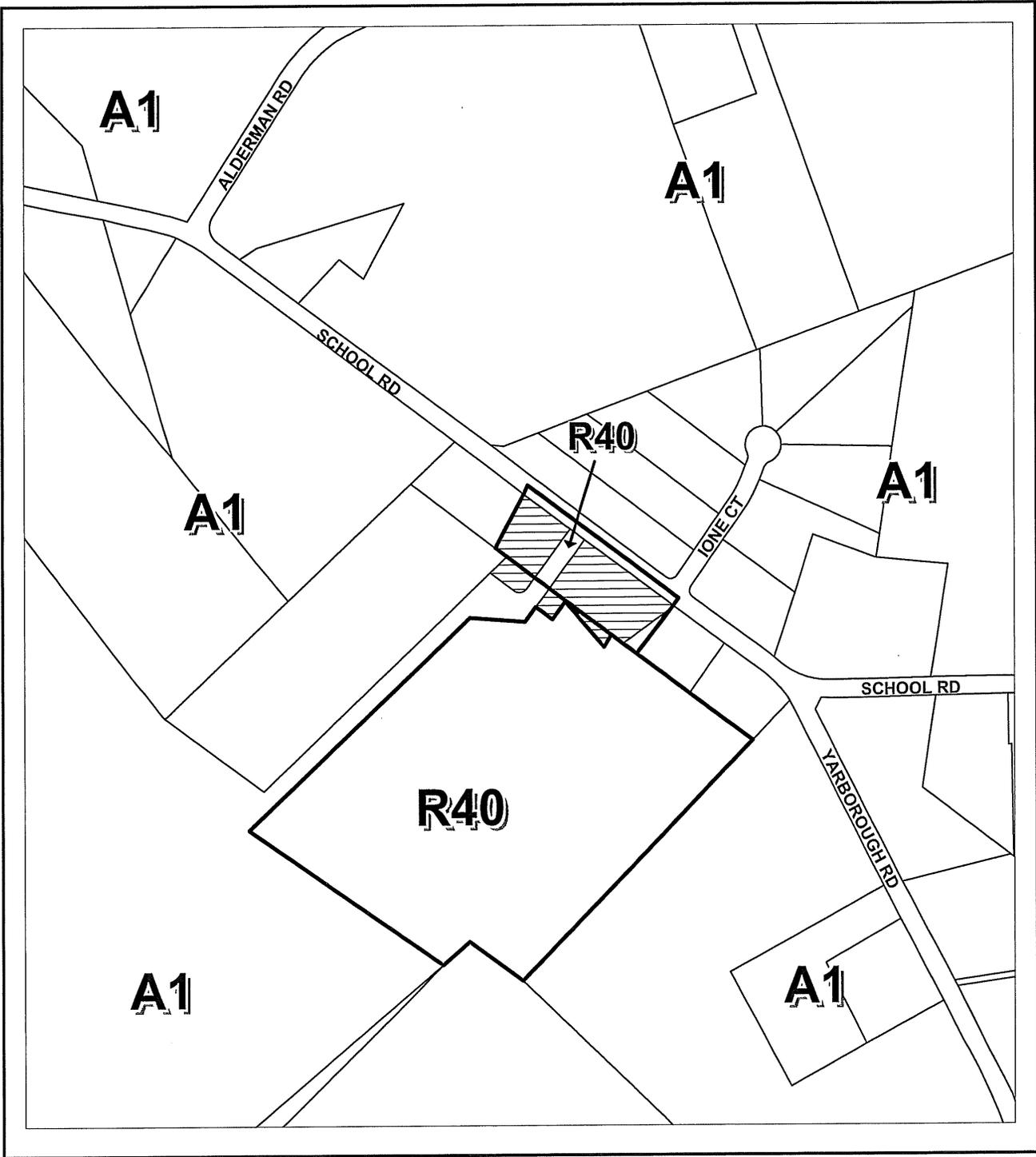
In addition to the above information, the Planning and Inspections Staff recommends the board approve Case No. P17-28 for R40 Residential based on the following:

- The district requested will allow for land uses and lot sizes that exist in the general area.

**Ms. Hall made both motions referenced above, seconded by Mrs. Epler, to follow the staff recommendations and approve the R40 rezoning request. The motions passed unanimously.**

**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.*



## REQUESTED REZONING A1 & R40 TO R40

**ACREAGE: 2.76 AC.+/-**

**HEARING NO: P17-28**

**ORDINANCE: COUNTY**

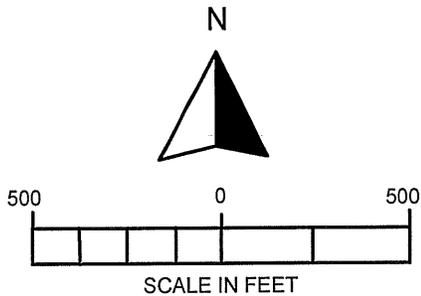
**HEARING DATE**

**ACTION**

**STAFF RECOMMENDATION**

**PLANNING BOARD**

**GOVERNING BOARD**



AFFIDAVIT OF THE HOUSING INSPECTOR'S REPORT  
BEFORE THE BOARD OF CUMBERLAND COUNTY COMMISSIONERS

I, George Hatcher, Inspector for the County of Cumberland Inspection Department, acting in my official capacity, being duly sworn, depose and say:

BACKGROUND: That the following is a report on Minimum Housing case number MH 1807-2017.

Property Owner: Vaughn E. McMillian Life Estate c/o Jacqueline A. McDuffie

Home Owner: Vaughn E. McMillian Life Estate c/o Jacqueline A. McDuffie

Property Address: 312 Longhill Drive, Fayetteville, NC

Tax Parcel Identification Number: 0541-59-2872

SYNOPSIS: This property was inspected on 4/18/2017. The property owner(s) and parties of interest were legally served with Notice of Violations and were afforded a Hearing on 6/13/2017. Jacqueline A. McDuffie attended the Hearing. It was ordered that the structure be repaired to a minimum standard for human habitation, or be demolished and the debris removed from the premises by a date not later than 7/28/2017. The property owner(s) and parties of interest were notified of the appeal procedures when they were served with the Findings of Fact and Order. (See Exhibit A for Findings of Fact and Order.) No appeal was filed. Upon my visit to the property on 8/9/2017, no corrective action has been made to the structure. The structure is presently vacant and unsecured. In its present state, this structure constitutes a fire, health, and safety hazard.

The estimated cost to repair the structure to a minimum standard for human habitation is \$54,753.00. The Assessor for Cumberland County has the structure presently valued at \$00.00. Attached is a map depicting the location of the property. (See Exhibit B.)

**RECOMMENDATION: IT IS THE RECOMMENDATION OF THE PLANNING & INSPECTION DEPARTMENT THAT THE STRUCTURE BE DEMOLISHED, AND THE DEBRIS REMOVED FROM THE LOT.**

George Hatcher  
George Hatcher  
Code Enforcement Officer  
County of Cumberland



Sworn to and Subscribed to by me this  
The 9<sup>th</sup> day of August 2017.

Carol M. Post  
Notary Public  
My Commission Expires: 11/06/2019

**BOARD FINDINGS AND ACTION CHECK LIST  
MINIMUM HOUSING REHABILITATION AND/OR DEMOLITION ORDINANCE**

Name(s) of Owner(s)

Appearances:

Inspection Dept. Case No.:

**BOARD OF COUNTY COMMISSIONERS MOTION:**

1. If the Board feels that the structure should be demolished, the Board's motion should be:

To adopt the order and report of the Minimum Housing Inspector as the true facts in this case, and

To order the property owner to remove or demolish the dwelling within \_\_\_\_\_ days.

To order the Inspector to remove or demolish the dwelling, if the owner fails to do so and impose a lien on the real property for the cost of such action.

To direct the clerk to incorporate the foregoing findings and orders in an ordinance certified by the Chairman and record the same in the Register of Deeds.

2. If the Board feels that the property can be rehabilitated, the Board's motion should be:

To adopt the order and report of the Minimum Housing Inspector as the true facts in this case.

To order the property owner to rehabilitate the property within \_\_\_\_\_ days.

To order the property owner to vacate and secure the property within \_\_\_\_\_ days pending rehabilitation.

To order the Inspector to rehabilitate the property or remove or demolish the dwelling, if the owner fails to do so and impose a lien on the real property for the cost of such action.

To direct the clerk to incorporate the foregoing findings and orders in an ordinance certified by the Chairman and record the same in the Register of Deeds.

3. If the Board wishes to delay action on the case, the Board's motion should be:

To adopt the order and report of the Minimum Housing Inspector as the true facts in this case.

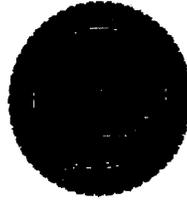
To delay a decision on the case until \_\_\_\_\_ (date) in order to give the owner or party of interest time to: \_\_\_\_\_

Thomas J. Lloyd,  
Director

Cecil P. Combs,  
Deputy Director

Scott Walters,  
Code Enforcement Manager

Carol M. Post  
Office Processing Assistant



**CUMBERLAND  
★ COUNTY ★  
NORTH CAROLINA**

*Planning & Inspections Department*

**FINDINGS OF FACT AND ORDER**

George Hatcher,  
Inspector

Joey Lewis,  
Inspector

Debra Johnson,  
Inspector

Gilbert Sanchez  
Inspector

6/14/2017

91 7199 9991 7037 3652 0186 CIP

91 7199 9991 7037 3652 0179 CIP

Vaughn E. McMillian Life Estate & Parties of Interest  
6841 Kings Gate Drive  
Fayetteville, NC 28314

Jacqueline A. McDuffie  
6841 Kings Gate Drive  
Fayetteville, NC 28314

**CASE # MH-1807-2017**

**PROPERTY AT:** 312 Longhill Drive, Fayetteville, NC

A Complaint, Notice of Hearing and Report of Inspection were legally served to the owner or owner's agent, and any party of interest. These documents were in fact received by the owner or owner's agent and party of interest on 5/16/2017.

Pursuant of law, a Hearing was conducted in Room 101, of the old courthouse at 130 Gillespie Street, Fayetteville, NC on 6/13/2017 at 09:00 AM. The items identified below took place at the Hearing:

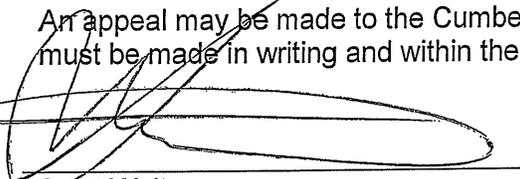
- 1. No owner or party of interest, or their agent, or representative appeared.
- 2. An answer was filed by owners and/or parties of interest. The answer was heard, read, and considered. Those present were: Jacqueline A. McDuffie.
- 3. The undersigned inspector personally inspected the dwelling described in the Complaint and Notice of Hearing dated 5/5/2017. Upon the record and all of the evidence offered and contentions made, the undersigned Hearing Officer does thereby find the following fact:
  - a. The dwelling in question is violative of the Cumberland County Housing Ordinance as per findings in the inspection report with an assigned case number of MH-1807-2017, dated 4/18/2017.
  - b. Due to these findings, the dwellings are found to be in a substandard condition in accordance with the Cumberland County Ordinance.
  - c. The dwelling is unfit for human habitation.

**EXHIBIT "A"**

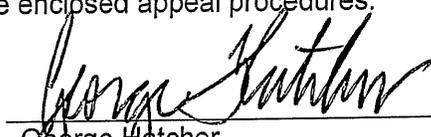
4. Due to facts presented above, the Hearing Officer orders as follows:

- a. The owners and/or parties of interest of the dwelling named above are required to bring such dwelling into compliance with the Cumberland County Housing Ordinance by either repairing, altering, and improving the dwelling up to a minimum standard or by demolishing the structure and then causing the debris to be removed from the premises by a date not later than 7/28/2017. **All required permits must be obtained. A copy of this order must be presented when obtaining permits.**
- b. The dwelling shall remain vacated until compliance with this order is completed and removed by the inspector, and the lot must be continuously maintained.
- c. The structure shall be/remain secured to prevent entry by 7/28/2017 and shall remain secured.
- d. By authority of North Carolina General Statutes 14-4, violation of the County code is punishable as a Class 3 Misdemeanor in criminal court and also subjects the violator to injunctive relief and/or a civil penalty of \$50.00 per day for each day's continuing violation after 7/28/2017.
- e. The County Planning/Inspection Department may immediately begin procedures to seek a demolition ordinance from the Cumberland County Board of Commissioners for failure to bring the property into compliance by 7/28/2017. The cost of said demolition will be assessed against the real property in the form of a lien.

An appeal may be made to the Cumberland County Housing Board of Appeals. If an appeal is requested, it must be made in writing and within the time limits specified in the enclosed appeal procedures.



Scott Walters  
Hearing Officer



George Hatcher  
Code Enforcement Officer

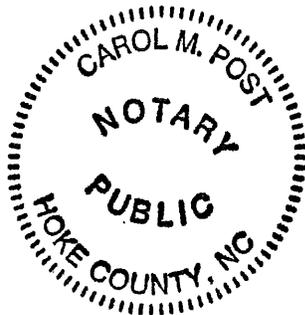
Enclosed: Appeals Procedure Form

Cc:

Sworn to and Subscribed to by me  
this the 14th day of June 2017



Notary Public  
My Commission Expires: 11-06-19



NORTH CAROLINA  
COUNTY OF CUMBERLAND

PLANNING/INSPECTIONS DEPARTMENT

RE: Vaughn E McMillian Life Estate C/O Jacqueline McDuffie & Parties of Interest  
Name of Violator

MH 1807-2017

**AFFIDAVIT OF RETURN OF SERVICE**  
(Personal Service to Individual)

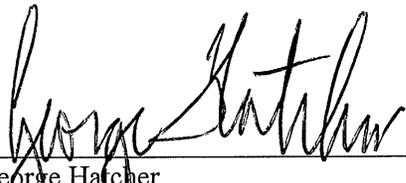
I, George Hatcher, Code Enforcement Officer, with the Cumberland County Inspections Department, personally  
(name & title)

served Vaughn E McMillian Life Estate C/O Jacqueline McDuffie a copy of the Findings of Fact and Order  
(name of violator)

and Appeals Procedures Form citing violations of the Cumberland County Minimum Housing Ordinance, Article IV, Chapter 4 by mailing said notice(s) via certified and first class mail to the following address: 6841 Kings Gate Drive, Fayetteville, NC on this the 14<sup>th</sup> day of June, 2017 and by posting the following address: 312 Longhill Drive, Fayetteville, NC on this the 14<sup>th</sup> day of June, 2017.

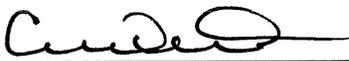
\_\_\_\_\_  
(Person signing for Notice(s))

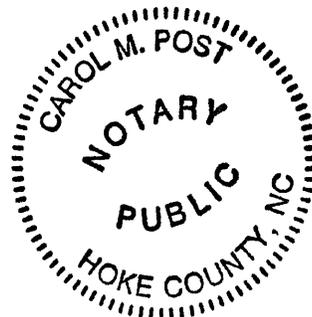
Check box if person(s) refuse to sign

  
\_\_\_\_\_  
George Hatcher  
Code Enforcement Officer, Cumberland County  
Planning & Inspections Dept.

North Carolina  
Hoke County

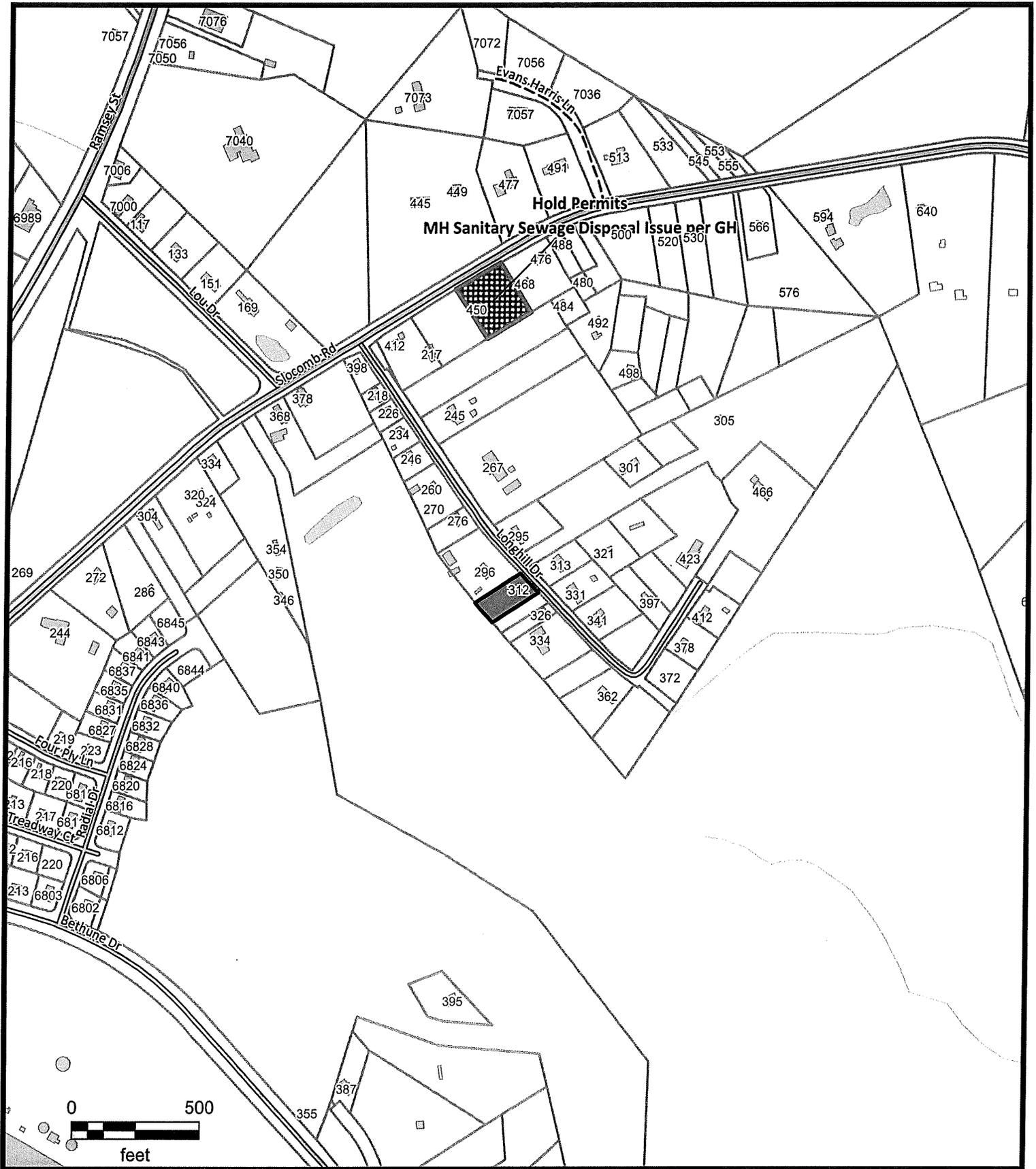
Sworn to and subscribed to before me  
this the 14<sup>th</sup> day of June, 2017.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires: 11/06/2019



PROOF OF SERVICE OF *FINDINGS OF FACT AND ORDER*  
DATED June 14, 2017 CASE NUMBER *MH 1807-2017*

EXHIBIT A



Cumberland County Planning - Inspections Department  
 130 Gillespie Street · Post Office Box 1829 · Fayetteville, North Carolina 28302-1829 · (910) 678-7600 · Fax: (910) 678-7631

### Map Depicting Location of Property

**Property Owner:** Vaughn E. McMillian Life Estate  
**Address:** 312 Longhill Drive, Fayetteville, NC  
**Minimum Housing Case#:** MH1807-2017  
**Tax Parcel Number:** 0541-59-2872  
**Exhibit B**



Thomas J. Lloyd,  
Director

Cecil P. Combs,  
Deputy Director

Scott Walters,  
Code Enforcement Manager

Carol M. Post  
Office Processing Assistant



**CUMBERLAND**  
★ **COUNTY** ★  
NORTH CAROLINA

George Hatcher,  
Inspector

Joey Lewis,  
Inspector

Debra Johnson,  
Inspector

Gilbert Sanchez  
Inspector

**Planning & Inspections Department**

**CONSENT TO DEMOLISH**

I, Jacqueline McDuffie, Vaughn E. McMillian Life Estate, property owner of  
312 Longhill Drive, Fayetteville, NC, identified by Tax Parcel Identification  
Number 0541-59-2872, and more particularly described as Lot 6 Elliott Sub Divivision,  
Deed Book 9608 Deed Page 342, 312 Longhill Drive, Fayetteville, NC

do hereby consent to the Cumberland County Planning and Inspection Department  
demolishing the structure(s) as described above and thereafter clearing all the debris from  
the premises, leaving the lot free and clear of any rubbish and debris or pockets or holes  
that will collect water.

I further understand that the cost for said demolition and debris removal will be placed in  
the form of a lien against the real property identified by Tax Parcel Identification Number  
0541-59-2872, and will be collected by the Cumberland County Tax Collector. Failure to  
pay the tax lien or assessment can result in the Tax Administrator's Office taking action  
to cause a mortgage style foreclosure of the property, to garnish my wages or to levy on  
my bank account.

Jacqueline McDuffie  
Property Owner

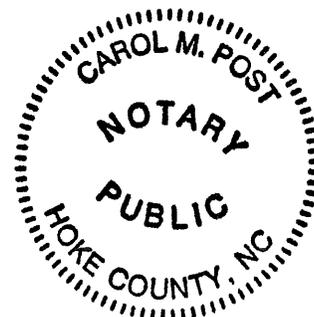
8-1-17  
Date

Sworn to and Subscribed to by me this

The 1st day of August, 2017

Carol M. Post  
Notary Public

My Commission Expires: 11-06-19



AFFIDAVIT OF THE HOUSING INSPECTOR'S REPORT  
BEFORE THE BOARD OF CUMBERLAND COUNTY COMMISSIONERS

I, George Hatcher, Inspector for the County of Cumberland Inspection Department, acting in my official capacity, being duly sworn, depose and say:

BACKGROUND: That the following is a report on Minimum Housing case number MH 1731-2017.

Property Owner: Willie James Baggett

Home Owner: Willie James Baggett

Property Address: 6070 Dunn Road, Wade, NC

Tax Parcel Identification Number: 0570-64-0694

SYNOPSIS: This property was inspected on 3/21/2017. The property owner(s) and parties of interest were legally served with Notice of Violations and were afforded a Hearing on 4/20/2017. Willie James Baggett attended the Hearing. It was ordered that the structure be repaired to a minimum standard for human habitation, or be demolished and the debris removed from the premises by a date not later than 5/20/2017. The property owner(s) and parties of interest were notified of the appeal procedures when they were served with the Findings of Fact and Order. (See Exhibit A for Findings of Fact and Order.) No appeal was filed. Upon my visit to the property on 8/9/2017, no corrective action has been made to the structure. The structure is presently vacant and unsecured. In its present state, this structure constitutes a fire, health, and safety hazard.

The estimated cost to repair the structure to a minimum standard for human habitation is \$75,656.00. The Assessor for Cumberland County has the structure presently valued at \$0.00. Attached is a map depicting the location of the property. (See Exhibit B.)

**RECOMMENDATION: IT IS THE RECOMMENDATION OF THE PLANNING & INSPECTION DEPARTMENT THAT THE STRUCTURE BE DEMOLISHED, AND THE DEBRIS REMOVED FROM THE LOT.**

George Hatcher  
George Hatcher  
Code Enforcement Officer  
County of Cumberland



Sworn to and Subscribed to by me this

The 9th day of August 2017.

Curtis  
Notary Public  
My Commission Expires: 11/06/2019

**BOARD FINDINGS AND ACTION CHECK LIST  
MINIMUM HOUSING REHABILITATION AND/OR DEMOLITION ORDINANCE**

Name(s) of Owner(s)

Appearances:

Inspection Dept. Case No.:

**BOARD OF COUNTY COMMISSIONERS MOTION:**

1. If the Board feels that the structure should be demolished, the Board's motion should be:

To adopt the order and report of the Minimum Housing Inspector as the true facts in this case, and

To order the property owner to remove or demolish the dwelling within \_\_\_\_\_ days.

To order the Inspector to remove or demolish the dwelling, if the owner fails to do so and impose a lien on the real property for the cost of such action.

To direct the clerk to incorporate the foregoing findings and orders in an ordinance certified by the Chairman and record the same in the Register of Deeds.

2. If the Board feels that the property can be rehabilitated, the Board's motion should be:

To adopt the order and report of the Minimum Housing Inspector as the true facts in this case.

To order the property owner to rehabilitate the property within \_\_\_\_\_ days.

To order the property owner to vacate and secure the property within \_\_\_\_\_ days pending rehabilitation.

To order the Inspector to rehabilitate the property or remove or demolish the dwelling, if the owner fails to do so and impose a lien on the real property for the cost of such action.

To direct the clerk to incorporate the foregoing findings and orders in an ordinance certified by the Chairman and record the same in the Register of Deeds.

3. If the Board wishes to delay action on the case, the Board's motion should be:

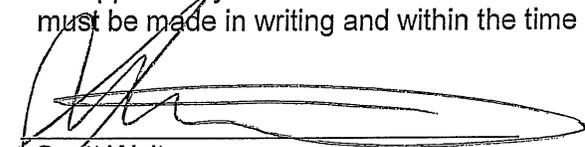
To adopt the order and report of the Minimum Housing Inspector as the true facts in this case.

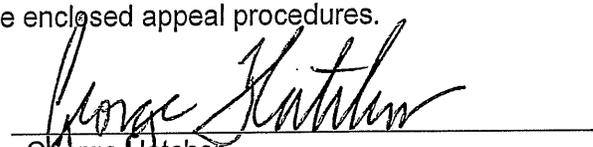
To delay a decision on the case until \_\_\_\_\_ (date) in order to give the owner or party of interest time to: \_\_\_\_\_



- a. The owners and/or parties of interest of the dwelling named above are required to bring such dwelling into compliance with the Cumberland County Housing Ordinance by either repairing, altering, and improving the dwelling up to a minimum standard or by demolishing the structure and then causing the debris to be removed from the premises by a date not later than 5/20/2017. **All required permits must be obtained. A copy of this order must be presented when obtaining permits.**
- b. The dwelling shall remain vacated until compliance with this order is completed and removed by the inspector, and the lot must be continuously maintained.
- c. The structure shall be/remain secured to prevent entry by 5/20/2017 and shall remain secured.
- d. By authority of North Carolina General Statutes 14-4, violation of the County code is punishable as a Class 3 Misdemeanor in criminal court and also subjects the violator to injunctive relief and/or a civil penalty of \$50.00 per day for each day's continuing violation after 5/20/2017.
- e. The County Planning/Inspection Department may immediately begin procedures to seek a demolition ordinance from the Cumberland County Board of Commissioners for failure to bring the property into compliance by 5/20/2017. The cost of said demolition will be assessed against the real property in the form of a lien.

An appeal may be made to the Cumberland County Housing Board of Appeals. If an appeal is requested, it must be made in writing and within the time limits specified in the enclosed appeal procedures.

  
 Scott Walters  
 Hearing Officer

  
 George Hatcher  
 Code Enforcement Officer

Enclosed: Appeals Procedure Form

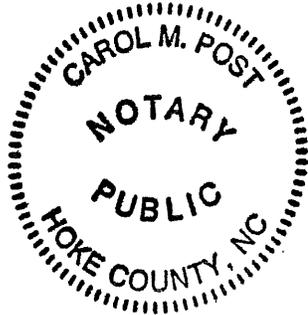
Cc:

Sworn to and Subscribed to by me  
this the 20<sup>th</sup> day of April, 2017

91 7199 9991 7037 3760 9444 CIP

  
 Notary Public  
 My Commission Expires: 11-06-19

cc: Internal Revenue Service  
31 Hopkins Plaza  
Baltimore, MD 21201

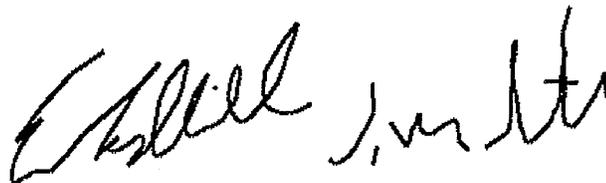


Date: May 5, 2017

George Hatcher:

The following is in response to your May 5, 2017 request for delivery information on your Certified Mail™ item number 9171999991703737603468. The delivery record shows that this item was delivered on April 28, 2017 at 3:47 pm in FAYETTEVILLE, NC 28304. The scanned image of the recipient information is provided below.

Signature of Recipient :



Address of Recipient :



Thank you for selecting the Postal Service for your mailing needs.

If you require additional assistance, please contact your local Post Office or postal representative.

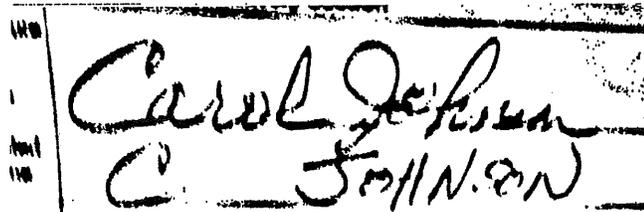
Sincerely,  
United States Postal Service

Date: May 5, 2017

George Hatcher:

The following is in response to your May 5, 2017 request for delivery information on your Certified Mail™ item number 9171999991703737603451. The delivery record shows that this item was delivered on May 1, 2017 at 10:32 am in DURHAM, NC 27713. The scanned image of the recipient information is provided below.

Signature of Recipient :



A scanned image of a signature. The signature is written in cursive and reads "Carol Johnson". Below the signature, the name "C. JOHNSON" is printed in a sans-serif font. To the left of the signature, there are some faint markings that appear to be "100" and "100".

Address of Recipient :



A scanned image of an address. The address is written in cursive and reads "17256". To the left of the address, there are some faint markings that appear to be "100" and "100".

Thank you for selecting the Postal Service for your mailing needs.

If you require additional assistance, please contact your local Post Office or postal representative.

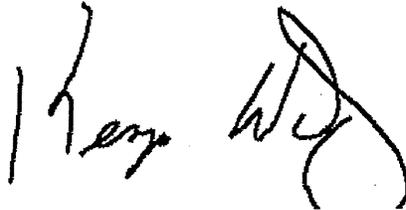
Sincerely,  
United States Postal Service

Date: July 13, 2017

George Hatcher:

The following is in response to your July 13, 2017 request for delivery information on your Certified Mail™ item number 9171999991703737608444. The delivery record shows that this item was delivered on May 1, 2017 at 11:08 am in BALTIMORE, MD 21201. The scanned image of the recipient information is provided below.

Signature of Recipient :



Address of Recipient :



Thank you for selecting the Postal Service for your mailing needs.

If you require additional assistance, please contact your local Post Office or postal representative.

Sincerely,  
United States Postal Service

PROOF OF SERVICE OF **FINDINGS OF FACT AND ORDER**  
DATED April 20, 2017 CASE NUMBER **MH 1731-2017**

**EXHIBIT A**

NORTH CAROLINA  
COUNTY OF CUMBERLAND

PLANNING/INSPECTIONS DEPARTMENT

RE: Willie James Baggett, Bragg Mutual Credit Union, & Rogers & Rogers, PA, Attorney's for BB&T Co. & Parties of Interest  
Name of Violator

MH 1731-2017

**AFFIDAVIT OF RETURN OF SERVICE**  
(Personal Service to Individual)

I, George Hatcher, Code Enforcement Officer, with the Cumberland County Inspections Department,  
(name & title)

personally served Willie James Baggett, Bragg Mutual Credit Union, & Rogers & Rogers, PA, Attorney's for  
(name of violator)

BB&T Co. a copy of the Findings of Fact and Order and Appeals Procedures Form citing violations of the  
Cumberland County Minimum Housing Ordinance Article IV, Chapter 4 by mailing said notice(s) via certified  
and first class mail to the following addresses: 6062 Dunn Road, Wade, NC 28395, 2917 Village Drive,  
Fayetteville, NC 28304 & PO Box 110564, Durham, NC 27709 and by posting the following address:  
6062 Dunn Road, Wade, NC on this the 21<sup>st</sup> day of April, 2017

\_\_\_\_\_  
(Person signing for Notice(s) )

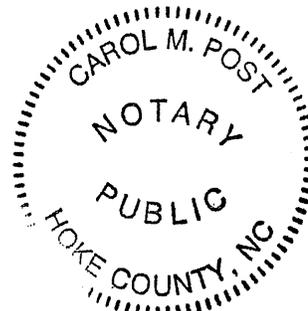
Check box if person(s) refuse to sign

George Hatcher  
George Hatcher  
Code Enforcement Officer, Cumberland County  
Planning & Inspections Dept.

North Carolina  
Hoke County

Sworn to and subscribed to before me  
this the 21<sup>st</sup> day of April, 2017.

[Signature]  
\_\_\_\_\_  
Notary Public  
My Commission Expires: 11/06/2019



PROOF OF SERVICE OF **FINDINGS OF FACT AND ORDER**  
DATED April 20, 2017 CASE NUMBER **MH 1731-2017**



Cumberland County Planning - Inspections Department  
 130 Gillespie Street · Post Office Box 1829 · Fayetteville, North Carolina 28302-1829 · (910) 678-7600 · Fax: (910) 678-7631

### Map Depicting Location of Property

**Property Owner: Willie James Baggett**  
**Address: 6070 Dunn Rd, Wade, NC**  
**Minimum Housing Case#: MH1731-2017**  
**Tax Parcel Number: 0570-64-0694**  
**Exhibit B**



AFFIDAVIT OF THE HOUSING INSPECTOR'S REPORT  
BEFORE THE BOARD OF CUMBERLAND COUNTY COMMISSIONERS

I, Gilbert Sanchez, Inspector for the County of Cumberland Inspection Department, acting in my official capacity, being duly sworn, depose and say:

BACKGROUND: That the following is a report on Minimum Housing case number MH 1773-2017.

Property Owner: Jeanie A Lassiter

Home Owner: Jeanie A Lassiter

Property Address: 4132 Dunn Road, Eastover, NC

Tax Parcel Identification Number: 0469-62-4502

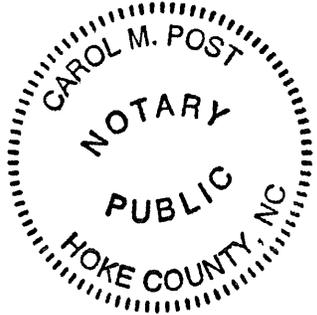
SYNOPSIS: This property was inspected on 3/31/2017. The property owners and parties of interest were legally served with Notice of Violations and were afforded a Hearing on 5/23/2017. Harold Gunkel attended the Hearing. It was ordered that the structure be repaired to a minimum standard for human habitation, or be demolished and the debris removed from the premises by a date not later than 6/23/2017. The property owners and parties of interest were notified of the appeal procedures when they were served with the Findings of Fact and Order. (See Exhibit A for Findings of Fact and Order.) No appeal was filed. Upon my visit to the property on 8/9/2017, no corrective action has been made to the structure. The structure is presently vacant and reasonably secured. In its present state, this structure constitutes a fire, health, and safety hazard.

The estimated cost to repair the structure to a minimum standard for human habitation is \$80,311.00. The Assessor for Cumberland County has the structure presently valued at \$5,097.00. Attached is a map depicting the location of the property. (See Exhibit B.)

**RECOMMENDATION: IT IS THE RECOMMENDATION OF THE PLANNING & INSPECTION DEPARTMENT THAT THE STRUCTURE BE DEMOLISHED, AND THE DEBRIS REMOVED FROM THE LOT.**



Gilbert Sanchez  
Code Enforcement Officer  
County of Cumberland



Sworn to and Subscribed to by me this  
The 9<sup>th</sup> day of August 2017.

  
Notary Public  
My Commission Expires: 11-06-2019

**BOARD FINDINGS AND ACTION CHECK LIST  
MINIMUM HOUSING REHABILITATION AND/OR DEMOLITION ORDINANCE**

Name(s) of Owner(s)

Appearances:

Inspection Dept. Case No.:

**BOARD OF COUNTY COMMISSIONERS MOTION:**

1. If the Board feels that the structure should be demolished, the Board's motion should be:

To adopt the order and report of the Minimum Housing Inspector as the true facts in this case, and

To order the property owner to remove or demolish the dwelling within \_\_\_\_\_ days.

To order the Inspector to remove or demolish the dwelling, if the owner fails to do so and impose a lien on the real property for the cost of such action.

To direct the clerk to incorporate the foregoing findings and orders in an ordinance certified by the Chairman and record the same in the Register of Deeds.

2. If the Board feels that the property can be rehabilitated, the Board's motion should be:

To adopt the order and report of the Minimum Housing Inspector as the true facts in this case.

To order the property owner to rehabilitate the property within \_\_\_\_\_ days.

To order the property owner to vacate and secure the property within \_\_\_\_\_ days pending rehabilitation.

To order the Inspector to rehabilitate the property or remove or demolish the dwelling, if the owner fails to do so and impose a lien on the real property for the cost of such action.

To direct the clerk to incorporate the foregoing findings and orders in an ordinance certified by the Chairman and record the same in the Register of Deeds.

3. If the Board wishes to delay action on the case, the Board's motion should be:

To adopt the order and report of the Minimum Housing Inspector as the true facts in this case.

To delay a decision on the case until \_\_\_\_\_ (date) in order to give the owner

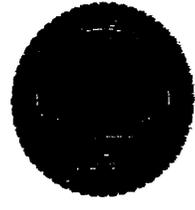
or party of interest time to: \_\_\_\_\_

Thomas J. Lloyd,  
Director

Cecil P. Combs,  
Deputy Director

Scott Walters,  
Code Enforcement Manager

Carol M. Post  
Office Processing Assistant



**CUMBERLAND  
★ COUNTY ★  
NORTH CAROLINA**

*Planning & Inspections Department*

**FINDINGS OF FACT AND ORDER**

5/23/2017

George Hatcher,  
Inspector

Joey Lewis,  
Inspector

Debra Johnson,  
Inspector

Gilbert Sanchez,  
Inspector

C/O Jeanie A Lassiter & Harold Gunkel

1305 Silver Leaf Road  
Eastover NC, 28312

91 7199 9991 7037 3760 3789 CIP

91 7199 9991 7037 3760 3772 CIP

**CASE # MH-1773-2017**

**PROPERTY AT:** 4132 Dunn Road, Eastover NC 28312

A Complaint, Notice of Hearing and Report of Inspection were legally served to the owner or owner's agent, and any party of interest. These documents were in fact received by the owner or owner's agent and party of interest on 4/19/2017.

Pursuant of law, a Hearing was conducted in Room 101, of the old courthouse at 130 Gillespie Street, Fayetteville, NC on 5/23/2017 at 9:00 AM. The items identified below took place at the Hearing:

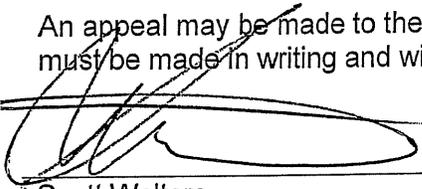
- 1. No owner or party of interest, or their agent, or representative appeared.
- 2. An answer was filed by owners and/or parties of interest. The answer was heard, read, and considered. Those present were: Harold Gunkel
- 3. The undersigned inspector personally inspected the dwelling described in the Complaint and Notice of Hearing dated 5/23/2017. Upon the record and all of the evidence offered and contentions made, the undersigned Hearing Officer does thereby find the following fact:
  - a. The dwelling in question is violative of the Cumberland County Housing Ordinance as per findings in the inspection report with an assigned case number of MH-1773-2017, dated 4/11/2017.
  - b. Due to these findings, the dwellings are found to be in a substandard condition in accordance with the Cumberland County Ordinance.
  - c. The dwelling is unfit for human habitation.

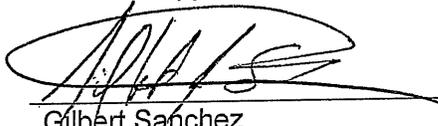
**EXHIBIT A**

4. Due to facts presented above, the Hearing Officer orders as follows:

- a. The owners and/or parties of interest of the dwelling named above are required to bring such dwelling into compliance with the Cumberland County Housing Ordinance by either repairing, altering, and improving the dwelling up to a minimum standard or by demolishing the structure and then causing the debris to be removed from the premises by a date not later than 6/23/2017. **All required permits must be obtained. A copy of this order must be presented when obtaining permits.**
- b. The dwelling shall remain vacated until compliance with this order is completed and removed by the inspector, and the lot must be continuously maintained.
- c. The structure shall be/remain secured to prevent entry by 6/23/2017 and shall remain secured.
- d. By authority of North Carolina General Statutes 14-4, violation of the County code is punishable as a Class 3 Misdemeanor in criminal court and also subjects the violator to injunctive relief and/or a civil penalty of \$50.00 per day for each day's continuing violation after 6/23/2017.
- e. The County Planning/Inspection Department may immediately begin procedures to seek a demolition ordinance from the Cumberland County Board of Commissioners for failure to bring the property into compliance by 6/23/2017. The cost of said demolition will be assessed against the real property in the form of a lien.

An appeal may be made to the Cumberland County Housing Board of Appeals. If an appeal is requested, it must be made in writing and within the time limits specified in the enclosed appeal procedures.

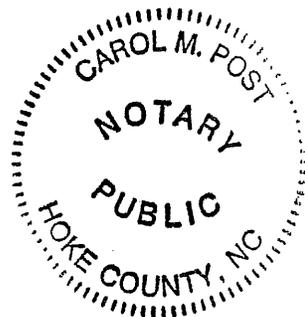
  
 \_\_\_\_\_  
 Scott Walters  
 Hearing Officer

  
 \_\_\_\_\_  
 Gilbert Sanchez  
 Code Enforcement Officer

Enclosed: Appeals Procedure Form

Cc:

Sworn to and Subscribed to by me  
this the 23<sup>rd</sup> day of May 2017



  
 \_\_\_\_\_  
 Notary Public  
 My Commission Expires:



Date: May 27, 2017

Gilbert Sanchez:

The following is in response to your May 26, 2017 request for delivery information on your Certified Mail™ item number 9171999991703737603772. The delivery record shows that this item was delivered on May 27, 2017 at 3:51 pm in FAYETTEVILLE, NC 28312. There is no delivery signature on file for this item.

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local Post Office or postal representative.

Sincerely,  
United States Postal Service

PROOF OF SERVICE OF *FINDINGS OF FACT AND ORDER*  
DATED MAY 23, 2017 CASE NUMBER *MH 1773-2017*

EXHIBIT A



Date: May 27, 2017

Gilbert sanchez:

The following is in response to your May 26, 2017 request for delivery information on your Certified Mail™ item number 9171999991703737603789. The delivery record shows that this item was delivered on May 27, 2017 at 3:51 pm in FAYETTEVILLE, NC 28312. There is no delivery signature on file for this item.

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local Post Office or postal representative.

Sincerely,  
United States Postal Service

PROOF OF SERVICE OF *FINDINGS OF FACT AND ORDER*  
DATED MAY 23, 2017 CASE NUMBER *MH 1773-2017*

**EXHIBIT A**

NORTH CAROLINA  
COUNTY OF CUMBERLAND

PLANNING/INSPECTIONS DEPARTMENT

RE: Jeannie A Lassiter & Parties of Interest  
Name of Violator

MH 1773-2017

**AFFIDAVIT OF RETURN OF SERVICE**  
(Personal Service to Individual)

I, Gilbert Sanchez, Code Enforcement Officer, with the Cumberland County Inspections Department,  
(name & title)

personally served Jeannie A Lassiter a copy of the Findings of Fact and Order and Appeals Procedures Form  
(name of violator)

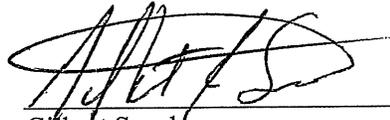
citing violations of the Cumberland County Minimum Housing Ordinance Article IV,

Chapter 4 by mailing said notice(s) via certified and first class mail to the following address:

1305 Silver Leaf Road, Eastover, NC 28312 and by posting the following address:

4132 Dunn Road, Eastover, NC on this the 10<sup>th</sup> day of July, 2017

\_\_\_\_\_  
(Person signing for Notice(s) )



\_\_\_\_\_  
Gilbert Sanchez  
Code Enforcement Officer, Cumberland County  
Planning & Inspections Dept.

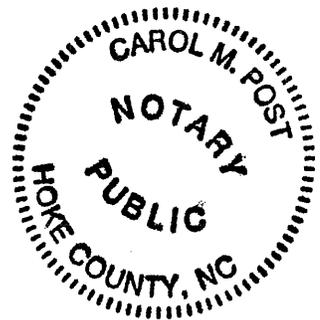
Check box if person(s) refuse to sign

North Carolina  
Hoke County

Sworn to and subscribed to before me  
this the 10<sup>th</sup> day of July, 2017.

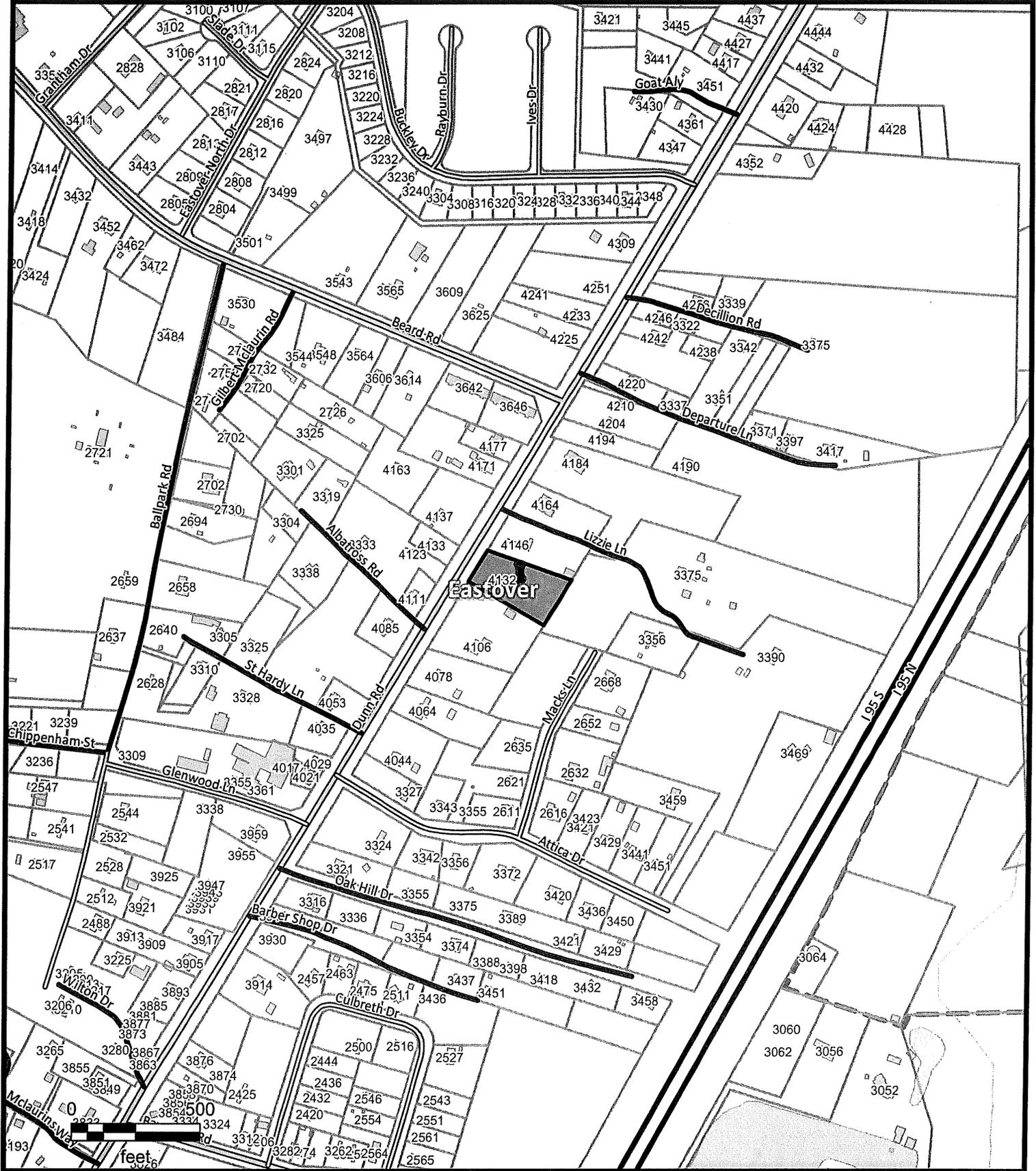


\_\_\_\_\_  
Notary Public  
My Commission Expires: 11/06/2019



**PROOF OF SERVICE OF FINDINGS OF FACT AND ORDER**  
DATED MAY 23, 2017 CASE NUMBER MH 1773-2017

**EXHIBIT A**



Cumberland County Planning - Inspections Department  
 130 Gillespie Street · Post Office Box 1829 · Fayetteville, North Carolina 28302-1829 · (910) 678-7600 · Fax: (910) 678-7631

### Map Depicting Location of Property

**Property Owner: Lassiter, Jeanie A**  
**Address: 4132 Dunn Road, Eastover NC**  
**Minimum Housing Case#: 1773-2017**  
**Tax Parcel Number: 0469-62-4502-**



AFFIDAVIT OF THE HOUSING INSPECTOR'S REPORT  
BEFORE THE BOARD OF CUMBERLAND COUNTY COMMISSIONERS

I, Gilbert Sanchez, Inspector for the County of Cumberland Inspection Department, acting in my official capacity, being duly sworn, depose and say:

BACKGROUND: That the following is a report on Minimum Housing case number MH 1790-2017.

Property Owner: Donna Patterson Kennedy

Home Owner: Donna Patterson Kennedy

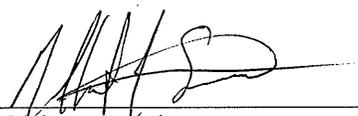
Property Address: 4194 Dunn Road, Eastover, NC

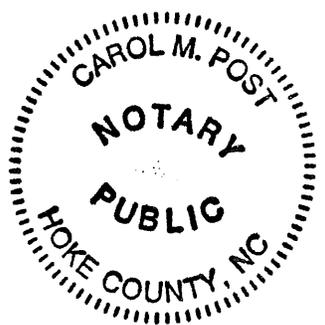
Tax Parcel Identification Number: 0469-63-7058

SYNOPSIS: This property was inspected on 3/27/2017. The property owners and parties of interest were legally served with Notice of Violations and were afforded a Hearing on 5/30/2017. Donna Patterson attended the Hearing. It was ordered that the structure be repaired to a minimum standard for human habitation, or be demolished and the debris removed from the premises by a date not later than 6/30/2017. The property owners and parties of interest were notified of the appeal procedures when they were served with the Findings of Fact and Order. (See Exhibit A for Findings of Fact and Order.) No appeal was filed. Upon my visit to the property on 8/9/2017, no corrective action has been made to the structure. The structure is presently vacant and reasonably secured. In its present state, this structure constitutes a fire, health, and safety hazard.

The estimated cost to repair the structure to a minimum standard for human habitation is \$37,338.00. The Assessor for Cumberland County has the structure presently valued at \$2,703.00 (utility value). Attached is a map depicting the location of the property. (See Exhibit B.)

**RECOMMENDATION: IT IS THE RECOMMENDATION OF THE PLANNING & INSPECTION DEPARTMENT THAT THE STRUCTURE BE DEMOLISHED, AND THE DEBRIS REMOVED FROM THE LOT.**

  
\_\_\_\_\_  
Gilbert Sanchez  
Code Enforcement Officer  
County of Cumberland



Sworn to and Subscribed to by me this  
The 9th day of August 2017.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires: 11-06-2019

**BOARD FINDINGS AND ACTION CHECK LIST  
MINIMUM HOUSING REHABILITATION AND/OR DEMOLITION ORDINANCE**

Name(s) of Owner(s)

Appearances:

Inspection Dept. Case No.:

**BOARD OF COUNTY COMMISSIONERS MOTION:**

1. If the Board feels that the structure should be demolished, the Board's motion should be:

To adopt the order and report of the Minimum Housing Inspector as the true facts in this case, and

To order the property owner to remove or demolish the dwelling within \_\_\_\_\_ days.

To order the Inspector to remove or demolish the dwelling, if the owner fails to do so and impose a lien on the real property for the cost of such action.

To direct the clerk to incorporate the foregoing findings and orders in an ordinance certified by the Chairman and record the same in the Register of Deeds.

2. If the Board feels that the property can be rehabilitated, the Board's motion should be:

To adopt the order and report of the Minimum Housing Inspector as the true facts in this case.

To order the property owner to rehabilitate the property within \_\_\_\_\_ days.

To order the property owner to vacate and secure the property within \_\_\_\_\_ days pending rehabilitation.

To order the Inspector to rehabilitate the property or remove or demolish the dwelling, if the owner fails to do so and impose a lien on the real property for the cost of such action.

To direct the clerk to incorporate the foregoing findings and orders in an ordinance certified by the Chairman and record the same in the Register of Deeds.

3. If the Board wishes to delay action on the case, the Board's motion should be:

To adopt the order and report of the Minimum Housing Inspector as the true facts in this case.

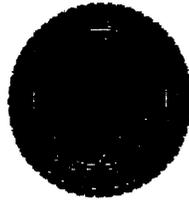
To delay a decision on the case until \_\_\_\_\_ (date) in order to give the owner or party of interest time to: \_\_\_\_\_

Thomas J. Lloyd,  
Director

Cecil P. Combs,  
Deputy Director

Scott Walters,  
Code Enforcement Manager

Carol M. Post  
Office Processing Assistant



**CUMBERLAND  
★ COUNTY ★  
NORTH CAROLINA**

*Planning & Inspections Department*

George Hatcher,  
Inspector

Joey Lewis,  
Inspector

Debra Johnson,  
Inspector

Gilbert Sanchez,  
Inspector

**FINDINGS OF FACT AND ORDER**

5/30/17

91 7199 9991 7037 3652 0049 CIP

Donna W Patterson & Parties of Interest  
1641 Holloman Drive  
Fayetteville NC, 28312

**CASE # MH-1790-2017**

**PROPERTY AT:** 4194 Dunn Road, Eastover, NC 28312

A Complaint, Notice of Hearing and Report of Inspection were legally served to the owner or owner's agent, and any party of interest. These documents were in fact received by the owner or owner's agent and party of interest on 5/8/2017.

Pursuant of law, a Hearing was conducted in Room 101, of the old courthouse at 130 Gillespie Street, Fayetteville, NC on 5/30/2017 at 9:00 AM. The items identified below took place at the Hearing:

- 1. No owner or party of interest, or their agent, or representative appeared.
- 2. An answer was filed by owners and/or parties of interest. The answer was heard, read, and considered. Those present were: Donna Patterson Kennedy
- 3. The undersigned inspector personally inspected the dwelling described in the Complaint and Notice of Hearing dated 4/25/2017. Upon the record and all of the evidence offered and contentions made, the undersigned Hearing Officer does thereby find the following fact:
  - a. The dwelling in question is violative of the Cumberland County Housing Ordinance as per findings in the inspection report with an assigned case number of MH 1790-2017, dated 4/25/2017.
  - b. Due to these findings, the dwellings are found to be in a substandard condition in accordance with the Cumberland County Ordinance.
  - c. The dwelling is unfit for human habitation.

**EXHIBIT A**

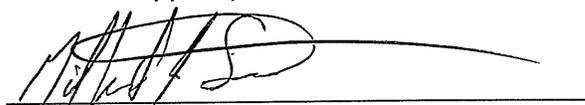
4. Due to facts presented above, the Hearing Officer orders as follows:

- a. The owners and/or parties of interest of the dwelling named above are required to bring such dwelling into compliance with the Cumberland County Housing Ordinance by either repairing, altering, and improving the dwelling up to a minimum standard or by demolishing the structure and then causing the debris to be removed from the premises by a date not later than 6/30/2017. **All required permits must be obtained. A copy of this order must be presented when obtaining permits.**
- b. The dwelling shall remain vacated until compliance with this order is completed and removed by the inspector, and the lot must be continuously maintained.
- c. The structure shall be/remain secured to prevent entry by 5/30/2017 and shall remain secured.
- d. By authority of North Carolina General Statutes 14-4, violation of the County code is punishable as a Class 3 Misdemeanor in criminal court and also subjects the violator to injunctive relief and/or a civil penalty of \$50.00 per day for each day's continuing violation after 6/30/2017.
- e. The County Planning/Inspection Department may immediately begin procedures to seek a demolition ordinance from the Cumberland County Board of Commissioners for failure to bring the property into compliance by 6/30/2017. The cost of said demolition will be assessed against the real property in the form of a lien.

An appeal may be made to the Cumberland County Housing Board of Appeals. If an appeal is requested, it must be made in writing and within the time limits specified in the enclosed appeal procedures.



Cecil Combs  
Hearing Officer

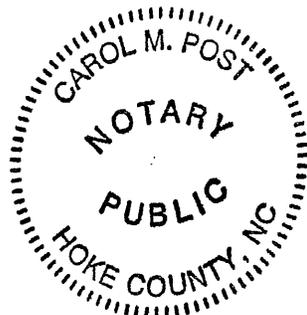


Gilbert Sanchez  
Code Enforcement Officer

Enclosed: Appeals Procedure Form

Cc:

Sworn to and Subscribed to by me  
this the 30~~th~~ day of May, 2017



Notary Public  
My Commission Expires: 11-06-19

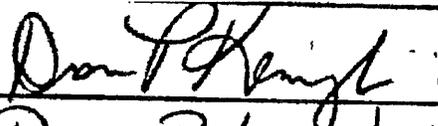
EXHIBIT A

Date: July 6, 2017

Gilbert Sanchez:

The following is in response to your July 6, 2017 request for delivery information on your Certified Mail™ item number 9171999991703736520049. The delivery record shows that this item was delivered on June 29, 2017 at 1:37 pm in FAYETTEVILLE, NC 28312. The scanned image of the recipient information is provided below.

Signature of Recipient : 

Signature	X	
Printed Name		Don P Kennedy

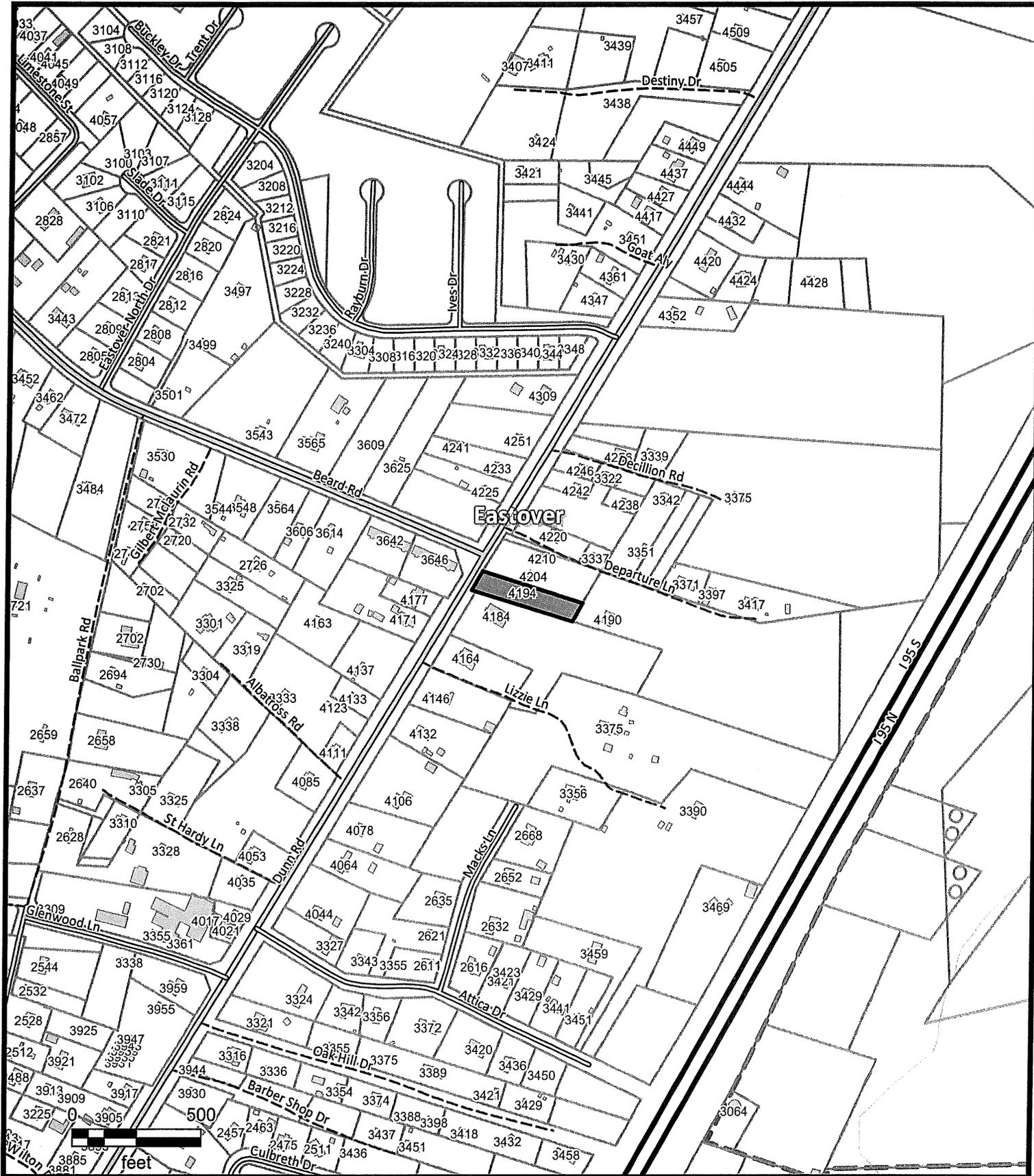
Address of Recipient : 

Delivery Address	1641 Holloman Drive
------------------	---------------------

Thank you for selecting the Postal Service for your mailing needs.

If you require additional assistance, please contact your local Post Office or postal representative.

Sincerely,  
United States Postal Service



Cumberland County Planning - Inspections Department  
 130 Gillespie Street · Post Office Box 1829 · Fayetteville, North Carolina 28302-1829 · (910) 678-7600 · Fax: (910) 678-7631

### Map Depicting Location of Property

**Property Owner: Patterson, Donna W**  
**Address: 4194 Dunn Road, Eastover NC**  
**Minimum Housing Case#: 1790-2017**  
**Tax Parcel Number: 0469-63-7058-**



AFFIDAVIT OF THE HOUSING INSPECTOR'S REPORT  
BEFORE THE BOARD OF CUMBERLAND COUNTY COMMISSIONERS

I, Joey Lewis, Inspector for the County of Cumberland Inspection Department, acting in my official capacity, being duly sworn, depose and say:

BACKGROUND: That the following is a report on Minimum Housing case number MH 1671-2017.

Property Owner: Gary B Leopper

Home Owner: Gary B Leopper

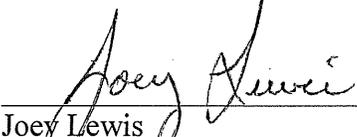
Property Address: 1047 Honeycutt Road, Fayetteville, NC

Tax Parcel Identification Number: 0520-59-1690

SYNOPSIS: This property was inspected on 2/6/2017. The property owners and parties of interest were legally served with Notice of Violations and were afforded a Hearing on 5/18/2017. No one attended the Hearing. It was ordered that the structure be repaired to a minimum standard for human habitation, or be demolished and the debris removed from the premises by a date not later than 6/18/2017. The property owners and parties of interest were notified of the appeal procedures when they were served with the Findings of Fact and Order. (See Exhibit A for Findings of Fact and Order.) No appeal was filed. Upon my visit to the property on 8/9/2017, no corrective action has been made to the structure. The structure is presently vacant and unsecured. In its present state, this structure constitutes a fire, health, and safety hazard.

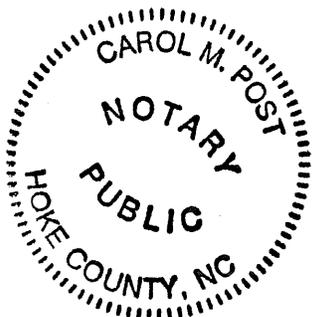
The estimated cost to repair the structure to a minimum standard for human habitation is \$56,644.00. The Assessor for Cumberland County has the structure presently valued at \$737.00. Attached is a map depicting the location of the property. (See Exhibit B.)

**RECOMMENDATION: IT IS THE RECOMMENDATION OF THE PLANNING & INSPECTION DEPARTMENT THAT THE STRUCTURE BE DEMOLISHED, AND THE DEBRIS REMOVED FROM THE LOT.**

  
\_\_\_\_\_  
Joey Lewis  
Code Enforcement Officer  
County of Cumberland

Sworn to and Subscribed to by me this  
The 9<sup>th</sup> day of August 2017.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires: 11-06-2019



**BOARD FINDINGS AND ACTION CHECK LIST**  
**MINIMUM HOUSING REHABILITATION AND/OR DEMOLITION ORDINANCE**

Name(s) of Owner(s)

Appearances:

Inspection Dept. Case No.:

**BOARD OF COUNTY COMMISSIONERS MOTION:**

1. If the Board feels that the structure should be demolished, the Board's motion should be:

To adopt the order and report of the Minimum Housing Inspector as the true facts in this case, and

To order the property owner to remove or demolish the dwelling within \_\_\_\_\_ days.

To order the Inspector to remove or demolish the dwelling, if the owner fails to do so and impose a lien on the real property for the cost of such action.

To direct the clerk to incorporate the foregoing findings and orders in an ordinance certified by the Chairman and record the same in the Register of Deeds.

2. **If the Board feels that the property can be rehabilitated, the Board's motion should be:**

To adopt the order and report of the Minimum Housing Inspector as the true facts in this case.

To order the property owner to rehabilitate the property within \_\_\_\_\_ days.

To order the property owner to vacate and secure the property within \_\_\_\_\_ days pending rehabilitation.

To order the Inspector to rehabilitate the property or remove or demolish the dwelling, if the owner fails to do so and impose a lien on the real property for the cost of such action.

To direct the clerk to incorporate the foregoing findings and orders in an ordinance certified by the Chairman and record the same in the Register of Deeds.

3. **If the Board wishes to delay action on the case, the Board's motion should be:**

To adopt the order and report of the Minimum Housing Inspector as the true facts in this case.

To delay a decision on the case until \_\_\_\_\_ (date) in order to give the owner or party of interest time to: \_\_\_\_\_

*a*

Thomas J. Lloyd,  
Director

Cecil P. Combs,  
Deputy Director

Scott Walters,  
Code Enforcement Manager

Carol M. Post  
Office Processing Assistant



**CUMBERLAND  
★ COUNTY ★  
NORTH CAROLINA**

*Planning & Inspections Department*

**FINDINGS OF FACT AND ORDER**

5/19/2017

Gary B. Leopper & Parties of Interest  
Po Box 33  
Newington VA, 22122

**CASE # MH-1671-2017**

**PROPERTY AT: 1047 Honeycutt Road, Fayetteville NC**

A Complaint, Notice of Hearing and Report of Inspection were legally served to the owner or owner's agent, and any party of interest. These documents were in fact received by the owner or owner's agent and party of interest on 5/4/2017.

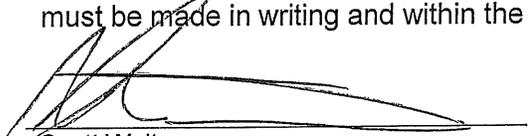
Pursuant of law, a Hearing was conducted in Room 101, of the old courthouse at 130 Gillespie Street, Fayetteville, NC on 5/18/2017 at 9:00 AM. The items identified below took place at the Hearing:

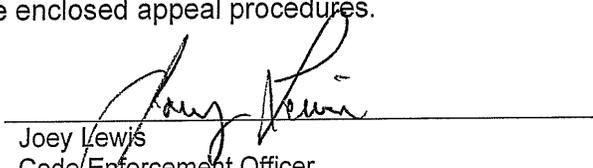
- 1. No owner or party of interest, or their agent, or representative appeared.
- 2. An answer was filed by owners and/or parties of interest. The answer was heard, read, and considered. Those answering by phone were: \_\_\_\_\_
- 3. The undersigned inspector personally inspected the dwelling described in the Complaint and Notice of Hearing dated 2/8/2017. Upon the record and all of the evidence offered and contentions made, the undersigned Hearing Officer does thereby find the following fact:
  - a. The dwelling in question is violative of the Cumberland County Housing Ordinance as per findings in the inspection report with an assigned case number of MH-1671-2017, dated 2/6/2017.
  - b. Due to these findings, the dwellings are found to be in a substandard condition in accordance with the Cumberland County Ordinance.
  - c. The dwelling is unfit for human habitation.

**EXHIBIT "A"**

- 4. Due to facts presented above, the Hearing Officer orders as follows:
  - a. The owners and/or parties of interest of the dwelling named above are required to bring such dwelling into compliance with the Cumberland County Housing Ordinance by either repairing, altering, and improving the dwelling up to a minimum standard or by demolishing the structure and then causing the debris to be removed from the premises by a date not later than 6/18/2017. **All required permits must be obtained. A copy of this order must be presented when obtaining permits.**
  - b. The dwelling shall remain vacated until compliance with this order is completed and removed by the inspector, and the lot must be continuously maintained.
  - c. The structure shall be/remain secured to prevent entry by 6/18/2017 and shall remain secured.
  - d. By authority of North Carolina General Statutes 14-4, violation of the County code is punishable as a Class 3 Misdemeanor in criminal court and also subjects the violator to injunctive relief and/or a civil penalty of \$50.00 per day for each day's continuing violation after 6/18/2017.
  - e. The County Planning/Inspection Department may immediately begin procedures to seek a demolition ordinance from the Cumberland County Board of Commissioners for failure to bring the property into compliance by 6/18/2017. The cost of said demolition will be assessed against the real property in the form of a lien.

An appeal may be made to the Cumberland County Housing Board of Appeals. If an appeal is requested, it must be made in writing and within the time limits specified in the enclosed appeal procedures.

  
 Scott Walters  
 Hearing Officer

  
 Joey Lewis  
 Code Enforcement Officer

Enclosed: Appeals Procedure Form

Cc:

Sworn to and Subscribed to by me  
 this the 19<sup>th</sup> day of May, 2017

  
 Notary Public  
 My Commission Expires: 11-06-19

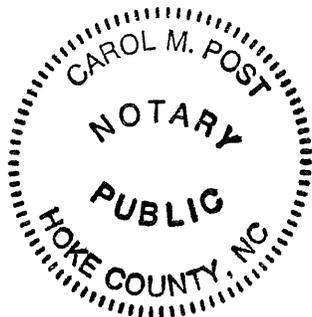


EXHIBIT "A"

4

NORTH CAROLINA  
COUNTY OF CUMBERLAND

PLANNING/INSPECTIONS DEPARTMENT

RE: Gary B Leopper & Parties of Interest  
Name of Violator

MH 1671-2017

**AFFIDAVIT OF RETURN OF SERVICE**  
(Personal Service to Individual)

I, Joey Lewis, Code Enforcement Officer, with the Cumberland County Inspections Department,  
(name & title)

personally served Gary B Leopper a copy of the Findings of Fact and Order and Appeals Procedures Form citing  
(name of violator)

violations of the Cumberland County Minimum Housing Ordinance, Article IV, Chapter 4 by mailing said

notice(s) via certified and first class mail to the following address: PO Box 33, Newington, VA 22122

and by posting the following address: 1047 Honeycutt Road, Fayetteville, NC

on this the 10<sup>th</sup> day of July, 2017.

\_\_\_\_\_  
(Person signing for Notice(s) )

Check box if person(s) refuse to sign

Joey Lewis  
Joey Lewis  
Code Enforcement Officer, Cumberland County  
Planning & Inspections Dept.

North Carolina  
Hoke County

Sworn to and subscribed to before me  
this the 10<sup>th</sup> day of July, 2017.

Carol M. Post  
\_\_\_\_\_  
Notary Public  
My Commission Expires: 11/06/2019





**Order Confirmation**

**NOTICE OF HEARING**

TO: Gary B. Leopper, P.O. Box 33,  
 Newington, NC 22122

This notice concerning the dwelling located at 1047 Honeycutt Road, Fayetteville, NC 28311 with PIN: 0520-59-1690 and being the property described in Deed Book 4264 at page 0861, will take place on May 18, 2017 at 9:00 AM in Room 101, County Planning and Inspections office at 130 Gillespie Street in Fayetteville, NC 28301.

The property was inspected on February 6, 2017 which revealed that the dwelling appears to be Unfit For Human Habitation, in violation of the Cumberland County Minimum Housing Code.

The property owner and all parties in interest have the right to file an answer to this Complaint, to be heard in person or otherwise, and give testimony at such Hearing; and that the rules of evidence prevailing in courts of law or equity shall not be controlling in this Hearing. If, after such hearing, the Hearing Officer finds that the above described conditions do in fact exist, which render the dwelling Unfit For Human Habitation, the Hearing Officer will issue a written Order to the owner and parties in interest of such dwelling, requiring the owner and parties in interest to remedy such conditions by repairs, and/or by vacating, demolishing, or by taking such other steps as may be necessary to remedy such conditions.

Please call 910-321-6663 or email jlewis@co.cumberland.nc.us if you have any questions.  
 5/4 4900063

**Ad Order Number** 0004900063  
**Customer** CUMB CO JOINT PLANNING  
**Sales Rep.** 0090  
**Customer Account** 003661000  
**Order Taker** webFPC  
**Customer Address** P O DRAWER 1829, ,  
 FAYETTEVILLE NC 28302-0000 USA  
**Order Source** Web  
**Customer Phone** 910-678-7600  
**Order Invoice Text** NOTICE OF HEARING - 5/18/17

**Payer Customer** CUMB CO JOINT PLANNING  
**PO Number**  
**Payer Account** 003661000  
**Ordered By**  
**Payer Address** P O DRAWER 1829, ,  
 FAYETTEVILLE NC 28302-0000 USA  
**Customer Fax** 910-678-7631  
**Customer EMail** lhoward@co.cumberland.nc.us  
**Payer Phone** 910-678-7600  
**Special Pricing** None

<u>Net Amount</u>	<u>Tax Amount</u>	<u>Total Amount</u>	<u>Amount Due</u>
\$170.24	\$0.00	\$170.24	\$170.24

<u>Payment Method</u>	<u>Payment Amount</u>
	\$0.00

<u>Ad Number</u>	<u>Ad Type</u>	<u>Ad Size</u>	<u>Color</u>
0004900063-01	CL Legal Line	: 1.0 X 38 cl	<NONE>

<u>Product</u>	<u>Placement/Classificatio</u>	<u>Run Dates</u>	<u># Inserts</u>	<u>Cost</u>
FO::	401 - Legals	5/4/2017	1	\$164.54
OL::	401 - Legals	5/4/2017	1	\$5.70



NORTH CAROLINA  
COUNTY OF CUMBERLAND

PLANNING/INSPECTIONS DEPARTMENT

RE: Gary Leopper & Parties of Interest  
Name of Violator

MH 1671-2017

**AFFIDAVIT OF RETURN OF SERVICE**  
(Personal Service to Individual)

I, Joey Lewis, Code Enforcement Officer, with the Cumberland County Inspections Department,  
(name & title)

personally served Gary Leopper a copy of the Notice of Hearing, Complaint and Notice of Hearing  
(name of violator)

Before the Housing Inspector citing violations of the Cumberland County Minimum Housing Ordinance  
Article IV, Chapter 4 by mailing said notice(s) via certified and first class mail to the following address:  
1047 Honeycutt Road, Fayetteville, NC 28311 on February 21<sup>st</sup>, 2017 and by  
posting in the Fayetteville News and Observer publication on May 4<sup>th</sup>, 2017

\_\_\_\_\_  
(Person signing for Notice(s) )

Check box if person(s) refuse to sign

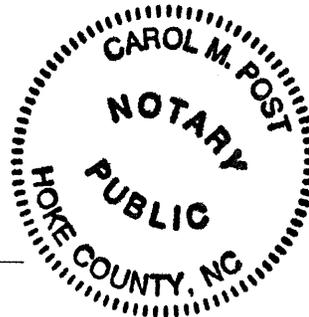
Joey Lewis  
Joey Lewis  
Code Enforcement Officer, Cumberland County  
Planning & Inspections Dept.

North Carolina  
Hoke County

Sworn to and subscribed to before me  
this the 4<sup>th</sup> day of May, 2017.

[Signature]

\_\_\_\_\_  
Notary Public  
My Commission Expires: 11/06/2019



8

AFFIDAVIT OF THE HOUSING INSPECTOR'S REPORT  
BEFORE THE BOARD OF CUMBERLAND COUNTY COMMISSIONERS

I, Joey Lewis, Inspector for the County of Cumberland Inspection Department, acting in my official capacity, being duly sworn, depose and say:

BACKGROUND: That the following is a report on Minimum Housing case number MH 1650-2017.

Property Owner: Joyce M Alley

Home Owner: Joyce M Alley

Property Address: 2448 Saltwood Road, Fayetteville, NC

Tax Parcel Identification Number: 0415-55-8242

SYNOPSIS: This property was inspected on 1/12/2017. The property owners and parties of interest were legally served with Notice of Violations and were afforded a Hearing on 5/2/2017. No one attended the Hearing. It was ordered that the structure be repaired to a minimum standard for human habitation, or be demolished and the debris removed from the premises by a date not later than 6/2/2017. The property owners and parties of interest were notified of the appeal procedures when they were served with the Findings of Fact and Order. (See Exhibit A for Findings of Fact and Order.) No appeal was filed. Upon my visit to the property on 8/9/2017, no corrective action has been made to the structure. The structure is presently vacant and unsecured. In its present state, this structure constitutes a fire, health, and safety hazard.

The estimated cost to repair the structure to a minimum standard for human habitation is \$93,786.00. The Assessor for Cumberland County has the structure presently valued at \$1,102.00. Attached is a map depicting the location of the property. (See Exhibit B.)

**RECOMMENDATION: IT IS THE RECOMMENDATION OF THE PLANNING & INSPECTION DEPARTMENT THAT THE STRUCTURE BE DEMOLISHED, AND THE DEBRIS REMOVED FROM THE LOT.**

Joey Lewis  
Joey Lewis  
Code Enforcement Officer  
County of Cumberland

Sworn to and Subscribed to by me this

The 9<sup>th</sup> day of August 2017.

Carolee  
Notary Public  
My Commission Expires: 11-06-2019



**BOARD FINDINGS AND ACTION CHECK LIST  
MINIMUM HOUSING REHABILITATION AND/OR DEMOLITION ORDINANCE**

Name(s) of Owner(s)

Appearances:

Inspection Dept. Case No.:

**BOARD OF COUNTY COMMISSIONERS MOTION:**

1. If the Board feels that the structure should be demolished, the Board's motion should be:

To adopt the order and report of the Minimum Housing Inspector as the true facts in this case, and

To order the property owner to remove or demolish the dwelling within \_\_\_\_\_ days.

To order the Inspector to remove or demolish the dwelling, if the owner fails to do so and impose a lien on the real property for the cost of such action.

To direct the clerk to incorporate the foregoing findings and orders in an ordinance certified by the Chairman and record the same in the Register of Deeds.

2. **If the Board feels that the property can be rehabilitated, the Board's motion should be:**

To adopt the order and report of the Minimum Housing Inspector as the true facts in this case.

To order the property owner to rehabilitate the property within \_\_\_\_\_ days.

To order the property owner to vacate and secure the property within \_\_\_\_\_ days pending rehabilitation.

To order the Inspector to rehabilitate the property or remove or demolish the dwelling, if the owner fails to do so and impose a lien on the real property for the cost of such action.

To direct the clerk to incorporate the foregoing findings and orders in an ordinance certified by the Chairman and record the same in the Register of Deeds.

3. **If the Board wishes to delay action on the case, the Board's motion should be:**

To adopt the order and report of the Minimum Housing Inspector as the true facts in this case.

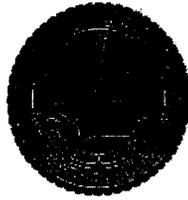
To delay a decision on the case until \_\_\_\_\_ (date) in order to give the owner or party of interest time to: \_\_\_\_\_

Thomas J. Lloyd,  
Director

Cecil P. Combs,  
Deputy Director

Scott Walters,  
Code Enforcement Manager

Carol M. Post  
Office Processing Assistant



**CUMBERLAND**  
★ **COUNTY** ★  
NORTH CAROLINA

*Planning & Inspections Department*

**FINDINGS OF FACT AND ORDER**

George Hatcher,  
Inspector

Joey Lewis,  
Inspector

Debra Johnson,  
Inspector

Gilbert Sanchez  
Inspector

5/3/2017

Joyce M. Alley & Parties of Interest  
2448 Saltwood Road  
Fayetteville, NC, 28306

William A. Hobbs, Trustee  
USDA Rural Housing Service  
C/O Centralized Servicing Center  
PO Box 66889  
St. Louis, MO 63166

**CASE # MH-1650-2017**

**PROPERTY AT:** 2448 Saltwood Road, Fayetteville, NC

A Complaint, Notice of Hearing and Report of Inspection were legally served to the owner or owner's agent, and any party of interest. These documents were in fact received by the owner or owner's agent and party of interest on 4/17/2017.

Pursuant of law, a Hearing was conducted in Room 101, of the old courthouse at 130 Gillespie Street, Fayetteville, NC on 5/2/2017 at 9:00 AM. The items identified below took place at the Hearing:

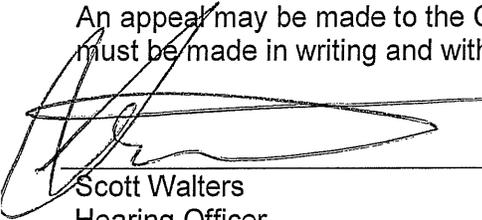
- 1. No owner or party of interest, or their agent, or representative appeared.
- 2. An answer was filed by owners and/or parties of interest. The answer was heard, read, and considered. Those present were: \_\_\_\_\_
- 3. The undersigned inspector personally inspected the dwelling described in the Complaint and Notice of Hearing dated 1/12/2017. Upon the record and all of the evidence offered and contentions made, the undersigned Hearing Officer does thereby find the following fact:
  - a. The dwelling in question is violative of the Cumberland County Housing Ordinance as per findings in the inspection report with an assigned case number of MH-1650-2017, dated 1/12/2017.
  - b. Due to these findings, the dwellings are found to be in a substandard condition in accordance with the Cumberland County Ordinance.
  - c. The dwelling is unfit for human habitation.

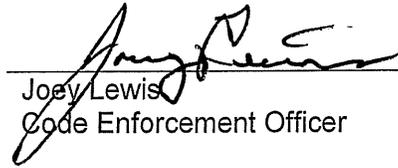
**EXHIBIT "A"**

3

- 4. Due to facts presented above, the Hearing Officer orders as follows:
  - a. The owners and/or parties of interest of the dwelling named above are required to bring such dwelling into compliance with the Cumberland County Housing Ordinance by either repairing, altering, and improving the dwelling up to a minimum standard or by demolishing the structure and then causing the debris to be removed from the premises by a date not later than 6/2/2017. **All required permits must be obtained. A copy of this order must be presented when obtaining permits.**
  - b. The dwelling shall remain vacated until compliance with this order is completed and removed by the inspector, and the lot must be continuously maintained.
  - c. The structure shall be/remain secured to prevent entry by 6/2/2017 and shall remain secured.
  - d. By authority of North Carolina General Statutes 14-4, violation of the County code is punishable as a Class 3 Misdemeanor in criminal court and also subjects the violator to injunctive relief and/or a civil penalty of \$50.00 per day for each day's continuing violation after 6/2/2017.
  - e. The County Planning/Inspection Department may immediately begin procedures to seek a demolition ordinance from the Cumberland County Board of Commissioners for failure to bring the property into compliance by 6/2/2017. The cost of said demolition will be assessed against the real property in the form of a lien.

An appeal may be made to the Cumberland County Housing Board of Appeals. If an appeal is requested, it must be made in writing and within the time limits specified in the enclosed appeal procedures.

  
 \_\_\_\_\_  
 Scott Walters  
 Hearing Officer

  
 \_\_\_\_\_  
 Joey Lewis  
 Code Enforcement Officer

Enclosed: Appeals Procedure Form

Cc:

Sworn to and Subscribed to by me  
this the 3rd day of May, 2017



  
 \_\_\_\_\_  
 Notary Public  
 My Commission Expires:

EXHIBIT "A"

4

NORTH CAROLINA  
COUNTY OF CUMBERLAND

PLANNING/INSPECTIONS DEPARTMENT

RE: Joyce M Alley & William Hobbs, Trustee, USDA Rural Housing Service, C/O Centralized Servicing Center & Parties of Interest

Name of Violator

MH 1650-2017

**AFFIDAVIT OF RETURN OF SERVICE**  
(Personal Service to Individual)

I, Joey Lewis, Code Enforcement Officer, with the Cumberland County Inspections Department, personally  
(name & title)

served Joyce M Alley & William Hobbs, Trustee, USDA Rural Housing Service, C/O Centralized Servicing  
(name of violator)

Center a copy of the Findings of Fact and Order and Appeals Procedures Form citing violations of the  
Cumberland County Minimum Housing Ordinance, Article IV, Chapter 4 by mailing said notice(s) via certified  
and first class mail to the following address: 2448 Saltwood Road, Fayetteville, NC 28306 & PO Box 66889, St  
Louis, MO 63166 and by posting the following address: 2448 Saltwood Road, Fayetteville, NC 28306  
on this the 3<sup>rd</sup> day of May, 2017.

\_\_\_\_\_  
(Person signing for Notice(s))

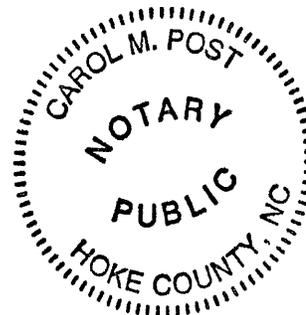
Check box if person(s) refuse to sign

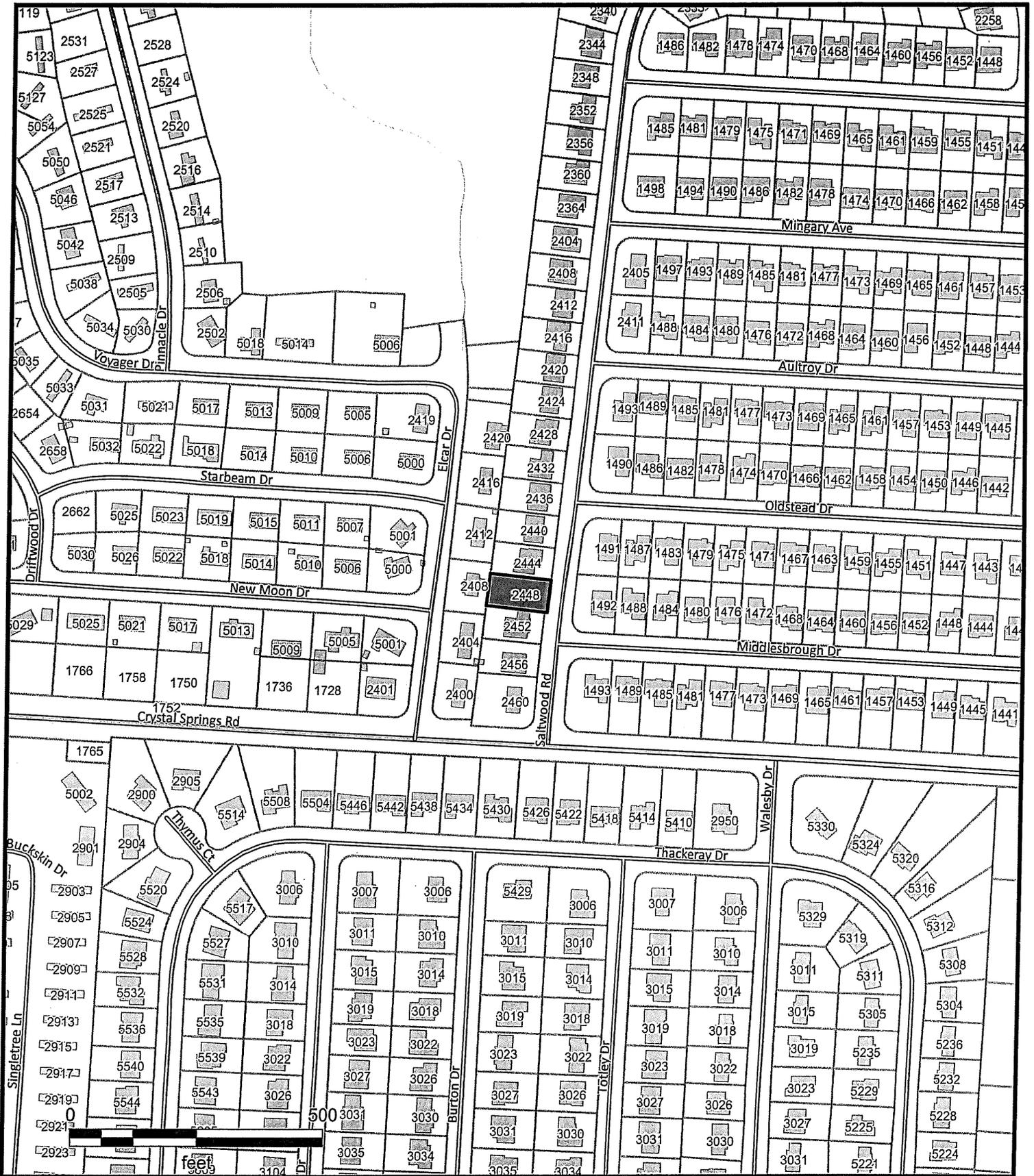
Joey Lewis  
Joey Lewis  
Code Enforcement Officer, Cumberland County  
Planning & Inspections Dept.

North Carolina  
Hoke County

Sworn to and subscribed to before me  
this the 3<sup>rd</sup> day of May, 2017.

[Signature]  
\_\_\_\_\_  
Notary Public  
My Commission Expires: 11/06/2019





Cumberland County Planning - Inspections Department  
 130 Gillespie Street • Post Office Box 1829 • Fayetteville, North Carolina 28302-1829 • (910) 678-7600 • Fax: (910) 678-7631

### Map Depicting Location of Property

**Property Owner: Joyce M. Alley**  
**Address: 2448 Saltwood Road, Fayetteville NC**  
**Minimum Housing Case#: MH 1650-2017**  
**Tax Parcel Number: 0415-55-8242-**  
**Exhibit B**



**Order Confirmation**

**NOTICE OF HEARING**

TO: JOYCE M. ALLEY 2448 SALTWOOD RD FAY, NC 28306

This is a notice that a hearing concerning the dwelling located at 2448 SALTWOOD RD. FAYETTEVILLE, NC 28306 with PIN: 0415-55-8242 and being the property described in the deed recorded in Deed Book 7761 at page 0627, will take place on MAY 2, 2017 at 9:00AM in the office of Cumberland County Planning & Inspections Department, Code Enforcement, Room 101 at 130 Gillespie Street in Fayetteville, NC 28301.

A preliminary housing inspection was conducted on 01/12/2017 by a County of Cumberland, Code Enforcement Officer, of the subject dwelling revealed that the same appears to be Unfit For Human Habitation and in violation of the Cumberland County Minimum Housing Code because the dwelling is dilapidated and unfit for human habitation.

The owner of this property and other parties in interest there in have the right to file an answer to this Complaint and/or to be heard in person or by counsel at this Hearing upon any legal or factual questions relating thereto and shall be entitled to offer such evidence which is relevant or material to this matter. Upon such hearing, if the Code Enforcement Officer finds that the above described conditions do in fact exist in violation of the Cumberland County Minimum Housing Code and that they do render the dwelling to be Unfit For Human Habitation, the Code Enforcement Officer will issue an Order in writing to the owner and/or responsible parties of such dwelling, requiring the owner and/or responsible parties to remedy such conditions by repairs and/or by vacating, or by demolition, or by taking such other steps as may be necessary to remedy such conditions.

Please call 910-321-6663 or email jlewis@co.cumberland.nc.us if you have any questions.

All owners and parties of interest are invited to attend this hearing.

4/17 4892097

**Ad Order Number**  
0004892097

**Customer**  
CUMB CO JOINT PLANNING

**Sales Rep.**  
0090

**Customer Account**  
003661000

**Order Taker**  
0090

**Customer Address**  
P O DRAWER 1829, ,  
FAYETTEVILLE NC 28302-0000 USA

**Order Source**  
New

**Customer Phone**  
910-678-7600

**Order Invoice Text**  
Notice of Hearing - May 2, 2017 - Joyce

**Payor Customer**  
CUMB CO JOINT PLANNING

**PO Number**

**Payor Account**  
003661000

**Ordered By**

**Payor Address**  
P O DRAWER 1829, ,  
FAYETTEVILLE NC 28302-0000 USA

**Customer Fax**  
910-678-7631

**Customer EMail**  
lhoward@co.cumberland.nc.us

**Payor Phone**  
910-678-7600

**Special Pricing**  
None

<u>Net Amount</u>	<u>Tax Amount</u>	<u>Total Amount</u>	<u>Amount Due</u>
\$224.00	\$0.00	\$224.00	\$224.00

<u>Payment Method</u>	<u>Payment Amount</u>
	\$0.00

**Ad Number**      **Ad Type**      **Ad Size**      **Color**  
 0004892097-01      CL Legal Line      : 1.0 X 50 cl      <NONE>

<u>Product</u>	<u>Placement/Classificatio</u>	<u>Run Dates</u>	<u># Inserts</u>	<u>Cost</u>
FO::	401 - Legals	4/17/2017	1	\$216.50
OL::	401 - Legals	4/17/2017	1	\$7.50

NORTH CAROLINA  
COUNTY OF CUMBERLAND

PLANNING/INSPECTIONS DEPARTMENT

RE: Joyce M Alley & William Hobbs, Trustee, USDA Rural Housing Service, C/O Centralized Servicing Center & Parties of Interest  
Name of Violator

MH 1650-2017

**AFFIDAVIT OF RETURN OF SERVICE**  
(Personal Service to Individual)

I, Joey Lewis, Code Enforcement Officer, with the Cumberland County Inspections Department,  
(name & title)

personally served Joyce M Alley & William Hobbs, Trustee, USDA Rural Housing Service, C/O Centralized Servicing Center  
(name of violator)

a copy of the Notice of Hearing, Complaint and Notice of Hearing

Before the Housing Inspector citing violations of the Cumberland County Minimum Housing Ordinance

Article IV, Chapter 4 by mailing said notice(s) via certified and first class mail to the following address:

2448 Saltwood Road, Fayetteville, NC 28306 & PO Box 66889, St Louis, MO 63166 on April 17<sup>th</sup>, 2017 and by  
posting in the Fayetteville News and Observer publication on April 17<sup>th</sup>, 2017

\_\_\_\_\_  
(Person signing for Notice(s) )

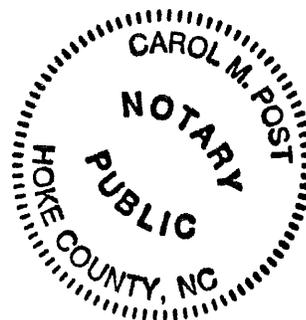
Check box if person(s) refuse to sign

Joey Lewis  
Joey Lewis  
Code Enforcement Officer, Cumberland County  
Planning & Inspections Dept.

North Carolina  
Hoke County

Sworn to and subscribed to before me  
this the 17<sup>th</sup> day of April, 2017.

[Signature]  
\_\_\_\_\_  
Notary Public  
My Commission Expires: 11/06/2019



[Handwritten mark]

VICKI EVANS  
Finance Director



ROBERT TUCKER  
Accounting Supervisor

IVONNE MENDEZ  
Accounting Supervisor

ITEM NO. 42

FINANCE OFFICE

4<sup>th</sup> Floor, Room No. 451, Courthouse • PO Box 1829 • Fayetteville, North Carolina 28302-1829

**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF AUGUST 21, 2017**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: VICKI EVANS, FINANCE DIRECTOR** *VE*

**DATE: AUGUST 15, 2017**

**SUBJECT:**

- 1. HOLD A PUBLIC HEARING ON THE PROPOSED FINANCING AUTHORIZED BY G.S. 159-151.**
- 2. AUTHORIZE THE COUNTY MANAGER, COUNTY ATTORNEY, AND THE COUNTY FINANCE DIRECTOR TO EXECUTE THE DOCUMENTS NECESSARY TO FINALIZE THE INSTALLMENT FINANCING TRANSACTION**

**BACKGROUND**

At the August 7<sup>th</sup> Board meeting, a resolution was approved which authorized the filing of an application to the Local Government Commission (LGC) for this financing. The resolution also documented certain findings that are required for the transaction under G.S. 159-151. Additionally, the Board authorized publication of a notice of the public hearing on the proposed installment financing contract.

A request for proposals was sent out to multiple banks and the response received from PNC Bank offered the most advantageous business terms to meet the County's objectives to most cost effectively carry out the multiple capital improvement needs. The three-year non-revolving variable rate program has an estimated interest rate range of 1.2%-1.9%. A number of cities and counties around the State have used a similar financing vehicle to efficiently manage cost and construction schedules.

To complete this transaction, Board approval is being requested to authorize County staff to execute documents including the installment financing contract and deed of trust related to the financing of capital improvements totaling \$11,220,000. The LGC will consider this financing during their Executive Committee meeting being held on September 12. The closing is scheduled to occur on September 20.

*Celebrating Our Past...Embracing Our Future*

## **RECOMMENDATION**

1. Hold the public hearing on the proposed financing as authorized by G.S. 159-151.
2. Authorize the County Manager, County Attorney, and the County Finance Director to execute the documents necessary to finalize this installment financing transaction.

*Celebrating Our Past...Embracing Our Future*

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**INSTALLMENT FINANCING CONTRACT**

between

**PNC BANK, NATIONAL ASSOCIATION**  
*as the Bank*

and

**COUNTY OF CUMBERLAND, NORTH CAROLINA**  
*as the County*

Dated: September \_\_, 2017

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INSTALLMENT FINANCING CONTRACT  
REAL PROPERTY

THIS INSTALLMENT FINANCING CONTRACT, dated as of September \_\_, 2017 (the "Contract"), by and between PNC BANK, NATIONAL ASSOCIATION, a North Carolina bank (the "Bank"); and the COUNTY OF CUMBERLAND, NORTH CAROLINA, a municipal corporation of the State of North Carolina (the "County");

WITNESSETH:

WHEREAS, the County is a duly and validly created, organized and existing municipal corporation, duly created and existing under and by virtue of the Constitution and laws of the State of North Carolina; and

WHEREAS, the County has the power, pursuant to Section 160A-20 of the General Statutes of North Carolina ("NCGS 160A-20"), to enter into installment contracts to finance the purchase of real or personal property; and

WHEREAS, the Bank desires to advance certain funds to enable the County to construct, renovate, and equip various capital improvements throughout the County, as further described on Exhibit C (the "Project"); and

WHEREAS, the County desires to finance the Project by executing and delivering a new installment financing contract, as authorized under NCGS 160A-20, and the Bank has agreed to advance funds to the County for such purpose;

WHEREAS, the County desires to obtain such advance from the Bank pursuant to the terms and conditions hereinafter set forth; and

WHEREAS, the obligation of the County to make Installment Payments, as hereinafter defined, and other payments required under Section 3 hereof shall constitute a limited obligation payable solely from currently budgeted appropriations of the County and shall not constitute a pledge of the faith and credit of the County within the meaning of any constitutional debt limitation or as otherwise prohibited by the North Carolina Constitution; and

WHEREAS, the County has received approval of this Contract and its plan of financing from the North Carolina Local Government Commission (the "LGC"); and

WHEREAS, the County has held a public hearing with respect to the contract providing for the financing of the Project; and

WHEREAS, in order to further secure the obligations of the County hereunder, the County has executed the Deed of Trust, as hereinafter defined, to a trustee named therein, for the benefit of the Bank; and

WHEREAS, no deficiency judgment may be rendered against the County in any action for breach of a contractual obligation under this Contract, and the taxing power of the County is not and

may not be pledged in any way, directly or indirectly or contingently, to secure any moneys due under this Contract; and

WHEREAS, the Bank and the County each have duly authorized the execution and delivery of this Contract;

NOW, THEREFORE, for and in consideration of the premises and of the covenants hereinafter contained, and other valuable consideration, the parties hereto agree as follows:

## SECTION 1. DEFINITIONS

For purposes of this Contract, the following definitions will apply:

1.1. "Business Day" means any day other than (i) a Saturday, (ii) a Sunday, or (iii) any other day on which banks are authorized or required to be closed in the County.

1.2. "Closing Date" means September \_\_, 2017.

1.3. "Default Rate" means the lesser of (a) the PNC Base Rate plus 3.0% and (b) the Maximum Rate.

1.4. "Deed of Trust" means the Deed of Trust and Security Agreement dated as of the date hereof from the County to the deed of trust trustee named therein securing its obligations hereunder for the purchase of the Property, which creates a lien on the Property, including any amendments thereto or extensions thereof as may be required to include all parcels on real estate making up the Property.

1.5. "Environmental Laws" means any federal, state or local law, rule, regulation, permit, order or ordinance relating to the protection of the environment or human health or safety now or hereafter in effect, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act, as amended (42 U.S.C. Section 9601, et seq.) (together with the regulations promulgated thereunder, "CERCLA"), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Section 6901, et seq.) (together with the regulations promulgated thereunder, "RCRA"), the Oil Pollution Act of 1990 (33 U.S.C. Section 2701, et seq.) (together with the regulations promulgated thereunder, "OPA"), the Emergency Planning and Community Right-to-Know Act, as amended (42 U.S.C. Section 11001, et seq.) (together with the regulations promulgated thereunder, "Title III"), the Clean Water Act, as amended (33 U.S.C. Section 1321, et seq.) (together with the regulations promulgated thereunder, "CWA"), the Clean Air Act, as amended (42 U.S.C. Section 7401, et seq.) (together with the regulations promulgated thereunder, "CAA") and the Toxic Substances Control Act, as amended (15 U.S.C. Section 2601 et seq.) (together with the regulations promulgated thereunder, "TSCA"), and any state or local similar laws and regulations and any so-called local, state or federal "superfund" or "superlien" law.

1.6. "Federal Funds Open Rate" means for any day, the rate per annum (based on a year of 360 days and actual days elapsed) which is the daily federal funds open rate as quoted by ICAP North America, Inc. (or any successor) as set forth on the Bloomberg Screen BTMM for that day opposite the caption "OPEN" (or on such other substitute Bloomberg Screen that

displays such rate), or as set forth on such other recognized electronic source used for the purpose of displaying such rate as selected by the Bank (an "Alternate Source") (or if such rate for such day does not appear on the Bloomberg Screen BTMM (or any substitute screen) or on any Alternate Source, or if there shall at any time, for any reason, no longer exist a Bloomberg Screen BTMM (or any substitute screen) or any Alternate Source, a comparable replacement rate determined by the Owner at such time (which determination is conclusive absent manifest error); provided however, that if such day is not a Business Day, the Federal Funds Open Rate for such day will be the "open" rate on the immediately preceding Business Day. The rate of interest charged is to be adjusted as of each Business Day based on changes in the Federal Funds Open Rate without notice to the County.

1.7. "Final Installment Payment Date" means September \_\_, 2020.

1.8. "Governing Body" means the governing body of the County.

1.9. "Hazardous Materials" means any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials, asbestos or any materials containing asbestos or petroleum, petroleum hydrocarbons, or any other substance or material as defined by (or for purposes of) any federal, state or local environmental law, ordinance, rule or regulation including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. sections 9601 et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. sections 1801 et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. sections 9601 et seq.), and the regulations adopted and publications promulgated pursuant thereto. Hazardous Materials shall not include materials used by the County in connection with its operation of any of its public works or water/sewer system, provided such materials are properly handled and contained in accordance with applicable federal and state laws.

1.10. "Installment Payment Date" means the \_\_ day of each month, beginning October \_\_, 2017.

1.11. "Installment Payments" means those payments made by the County to the Bank as described in Section 3 of this Contract.

1.12. "Interest Rate" means a per annum rate equal to (68.5 of LIBOR) plus .38%.

1.13. "LIBOR" means, for each Reset Date, the interest rate per annum, determined by the Bank, equal to the London Interbank Offered Rate, or a comparable or successor rate which rate is approved by the Bank, as published on the applicable Bloomberg screen page (or other commercially available source providing such quotations as may be designated by the Bank from time to time) at or about 11:00 a.m., London time, two Business Days prior to such date for U.S. Dollar deposits with a term of one month commencing that day; provided that (i) to the extent a comparable or successor rate is approved by the Bank in connection herewith, the approved rate shall be applied in a manner consistent with market practice; provided, further that to the extent such market practice is not administratively feasible for the Bank, such approved rate shall be applied in a manner as otherwise reasonably determined by the Bank and

(ii) if LIBOR shall be less than zero, such rate shall be deemed to be zero for purposes of this Contract. The "Reset Date" shall be the [\_\_\_ day of each month].

1.14. "Loan Amount" means \$[11,220,000] as described in Exhibit A hereto, which will be advanced from time to time by the Bank to enable the County to finance the Project and to pay certain costs of issuance in connection therewith.

1.15. "Maximum Rate" means 12% per annum.

1.16. "Net Proceeds," when used with respect to any proceeds from policies of insurance required hereunder or proceeds of any condemnation award arising out of the condemnation of all or any portion of the Property, means the amount remaining after deducting from the gross proceeds thereof all expenses (including, without limitation, attorneys' fees and costs) incurred in the collection of such proceeds.

1.17. "PNC Base Rate" means the greater of (1) the PNC Prime Rate or (2) the Federal Funds Open Rate plus 0.5%.

1.18. "PNC Prime Rate" mean the rate publicly announced by the Bank from time to time as its prime rate. The PNC Prime Rate is determined from time to time by the Bank as a means of pricing some loans to its borrowers. The PNC Prime Rate is not tied to any external rate of interest or index, and does not necessarily reflect the lowest rate of interest actually charged by the Bank to any particular class or category of customers.

1.19. "Project" means the construction, renovation, and equipping of various capital improvements throughout the County of Cumberland, North Carolina, as further described on Exhibit C hereto.

1.20. "Property" means that certain parcel or those certain parcels of land, together with all fixtures, improvements and appurtenances thereon now or hereafter existing, on which the Spring Lake Library and Family Resource Center is located, as further described in the Deed of Trust.

1.21. "County" means the County of Cumberland, North Carolina, a municipal corporation of the State of North Carolina, acting through its Governing Body.

## SECTION 2. ADVANCE OF LOAN AMOUNT

2.1. Advance of Loan Amount. The Bank agrees to advance the Loan Amount to the County to be used to pay the costs of the Project. The County agrees to borrow the Loan Amount from the Bank to be applied in accordance with the terms and conditions of this Contract.

The Loan Amount will be advanced by the Bank to the County from time to time in accordance with the terms of this Contract. On the Closing Date the Bank shall deliver a portion of the Loan Amount in the amount of \$\_\_\_\_\_ to the County to be used to pay, or reimburse the County for payment of, the costs of issuance of the Contract and certain costs of the Project. Thereafter, the Loan Amount will be advanced by the Bank to the County in installments through

the making of advances (each, and “Advance,” and collectively, the “Advances”) by the Bank directly to the County under and pursuant to this Section 2.1. The date and amount of each Advance shall be noted on the Table of Advances attached hereto as Exhibit A-1 (which notation can be either noted on this Contract or noted electronically on the Bank’s loan system). In no event may the aggregate amount of all Advances exceed \$11,220,000. Notwithstanding anything else herein contained, the amount of each Installment Payment due hereunder shall be determined based on the total amount of Advances of the Loan Amount outstanding from time to time.

2.2. Process for Making Advances. The Bank shall make Advances to the County upon receipt of a Request for Advance of the County in the form attached hereto as Exhibit D, executed by the County Manager or the County Finance Officer, and shall be applied by the County exclusively to payment, or to reimbursement of the County for payment, of the costs of the Project.

2.3. County Obligated to Complete Project. If the proceeds derived from the sale of the Bond issued for such purpose are not sufficient to pay in full the costs of the Project, the County shall pay so much of the costs thereof as may be in excess of the moneys available therefor. The County agrees that if, after exhaustion of the advance of the Loan Amount the County should pay any portion of the Costs of the Project pursuant to the provisions of this Section, it shall not be entitled to any reimbursement therefor from the Bank nor shall it be entitled to any abatement, diminution or postponement of its payments hereunder.

### SECTION 3. INSTALLMENT PAYMENTS AND OTHER PAYMENTS

3.1. Amounts and Times of Installment Payments and Other Payments. Subject to the provisions of Section 13 hereof entitled “Limited Obligation of the County,” the County shall pay the Loan Amount in installments as provided in Exhibit A to this Contract. Each installment shall be deemed to be an Installment Payment and shall be paid in the amount and at the time set forth in the Payment Schedule (each, an “Installment Payment Date”) except as provided herein. Installment Payments shall be sufficient in the aggregate to pay the Loan Amount together with interest thereon at a per annum rate equal to the Interest Rate. From the Closing Date until the Due Date, all of each Installment Payment shall consist of interest. The Installment Payment due on the Final Installment Payment Date consists of the principal amount of the Loan Advance plus interest accrued to but not including the Final Installment Payment Date.

Interest on the Loan Amount shall accrue at the Interest Rate, calculated on the basis of actual days elapsed over a year of 360 days. Interest shall continue to accrue on any payment that is not paid when due until such payment is made.

In the event that the final Installment Payment is not paid on the Final Installment Payment Date, then the outstanding Loan Amount shall be repaid in installments over a five year period (the “Term Out Period”) as further describe on Exhibit A. During the Term Out Period, the interest component of Installment Payments on the Loan Amount shall be calculated at the PNC Base Rate for the initial ninety (90) days of the Term Out Period, and thereafter shall be calculated at the PNC Base Rate plus 2.0% until the end of the Term Out Period.

3.2. Place of Payments. All payments required to be made to the Bank hereunder shall be made at the Bank's principal office or as may be otherwise directed by the Bank or its assignee.

3.3. Fees and Late Charges. The County shall also pay to the Bank an annual facility fee in arrears on September \_\_, 2018, September \_\_, 2019 and September \_\_, 2020 equal to ten hundredths percent (.10%) of the Unused Commitment Amount (hereinafter defined) on each day during the Unused Commitment Calculation Period (hereinafter defined) next preceding such annual payment date (the "Facility Fee"). The Facility Fee shall be calculated on the basis of the actual number of days elapsed and a 360-day year, including the date of the Contract but not the Final Installment Payment Date. Once the total amount of Advances exceeds \$2,805,000 (with is 25% of the maximum Loan Amount), there shall be no Facility Fee. The term "Unused Commitment Amount" means, as of the date of determination, \$11,220,000 less the sum of Advances to such date. The term "Unused Commitment Calculation Period" means each of the following periods:

- (a) the period from and including the Closing Date through August 31, 2018;
- (b) the period from and including September 1, 2018 through August 31, 2019; and
- (c) the period from and including September 1, 2019 through August 31, 2020.

Unless otherwise instructed by the Bank, the County shall pay the Facility Fee as it becomes due and payable by 5:00 P.M. on the respective payment dates, by wire transfer to the Bank, in accordance with wire transfer instructions to be provided to the County by the Bank.

The Bank shall notify the County not less than two (2) days before each date on which a Facility Fee is due of the amount due on such date, such notice to be given by electronic mail, confirmed by first-class mail, postage prepaid, and addressed to the Finance Officer of the County.

Should the County fail to pay any Installment Payment, the Facility Fee, or any other sum required to be paid to the Bank within fifteen (15) days after the due date thereof, the County shall pay a late payment charge equal to five percent (5%) of the delinquent payment.

3.4. Abatement of Installment Payments. Subject to Section 13 hereof entitled "Limited Obligation of the County," there shall be no abatement or reduction of the Installment Payments or other payments by the County for any reason, including but not limited to, any defense, recoupment, setoff, counterclaim, or any claim (real or contingent) arising out of or related to the Project. The County assumes and shall bear the entire risk of loss and damage to the Project from any cause whatsoever, it being the intention of the parties that the Installment Payments and other payments shall be made in all events unless the obligation to make such Installment Payments and other payments is terminated as otherwise provided herein.

3.5. Prepayment of Installment Payments. Upon at least thirty (30) days prior written notice to the Bank, the County has the right to prepay the Loan Advance in whole but not in part on any Installment Payment Date upon payment of the principal of the Loan Amount plus the interest component of the Installment Payments that have accrued but not been paid. Upon

prepayment of the Loan Amount, the Bank's obligation to make any further Advances shall terminate.

#### SECTION 4. NATURE OF CONTRACT

This Contract is an installment contract pursuant to Section 160A-20 of the General Statutes of North Carolina and a security agreement pursuant to Article 9 of Chapter 25 (the "Uniform Commercial Code - Secured Transactions") of the General Statutes of North Carolina.

#### SECTION 5. RESPONSIBILITIES AND COVENANTS OF THE COUNTY

5.1. Maintenance, Care and Use. The County shall use the Property in a careful and proper manner, in compliance with all applicable laws and regulations, and shall take no action to adversely affect the Property, and shall take all reasonable action to preserve the Property in good condition, repair, appearance and working order for the purposes intended, ordinary wear and tear excepted, including, without limitation, at its sole cost and expense, to repair and maintain the Property, and to replace any part of the Property as may from time to time become worn out, lost, stolen, destroyed or damaged or unfit for use. Any and all additions to or replacements of the Property and all parts thereof shall constitute accessions to the Property and shall be subject to all the terms and conditions of this Contract and the Deed of Trust.

5.2. Inspection. The Bank shall have the right upon reasonable prior notice to the County to enter into and upon the Property to inspect the Property or any part thereof during normal business hours.

5.3. Encumbrances. Except as permitted by the Deed of Trust, the County shall not directly or indirectly create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Property, or the rights of the County and the Bank therein, except with the prior written consent of the Bank.

5.4. Utilities. The County shall pay, when due, all charges for utility services used in connection with the Property. There shall be no abatement of the Installment Payments on account of interruption of any such services.

5.5. Taxes. The County shall pay, when due, any and all taxes levied by any governmental body as a result of the County's ownership, possession, or use of the Property or as a direct or indirect result of the acquisition, ownership and operation of the Project by the County.

5.6. Risk of Loss. Subject to the provisions of Section 13 hereof entitled "Limited Obligation of the County," the County shall bear all risk of loss to and condemnation of the Property. In the event of loss or damage to the Property, the County shall either (a) continue to make the Installment Payments due hereunder and repair, reconstruct and restore the applicable portion of the Property to the satisfaction of the Bank, or (b) prepay in full the principal components of the outstanding Installment Payments in accordance with Section 3.5 hereof.

5.7. Performance by the Bank of the County's Responsibilities. Any performance required of the County or any payments required to be made by the County may, if not timely

performed or paid, be performed or paid by the Bank, and, in that event, the Bank shall be immediately reimbursed by the County for such payments and for any costs and expenses, legal or otherwise, associated with the payments or other performance by the Bank, with interest thereon at a per annum rate equal to the Prime Rate in effect on the last business day of the calendar month preceding the payment (but not exceeding the maximum rate, if any, permitted by applicable law).

5.8. Financial Statements. The County agrees that it will furnish to the Bank current audited financial statements (as soon as practicable after the County's acceptance thereof) and the County's annual budget as submitted or approved, and permit the Bank or its agents and representatives to inspect the County's books and records and make extracts therefrom at its own expense during regular business hours and in a manner which will not disrupt the normal business routine of the County. The County shall furnish to the Bank current financial statements at such reasonable times as the Bank may request. The County represents and warrants to the Bank that all financial statements which have been delivered to the Bank in connection with this Contract fairly and accurately reflect the County's financial condition and there has been no material adverse change in the County's financial condition as reflected in the financial statements since the date thereof.

5.9. Other Responsibilities and Conditions. Simultaneously with the execution of this Contract and prior to the advancement of any funds hereunder by the Bank, the County shall cause to be provided to the Bank the following:

- (a) The Deed of Trust providing a first priority lien on the Property;
- (b) A Non-Arbitrage Certificate;
- (c) Internal Revenue Service Form 8038-G
- (d) An Incumbency and Authorization Certificate in the form of Exhibit B attached hereto;
- (e) An Opinion Letter of counsel for the County in the form satisfactory to the Bank;
- (f) Certificate of Liability and Property Insurance or other proof of insurance on the Property satisfactory to the Bank;
- (g) Certified copies of resolutions of the Governing Body authorizing the County to enter into this Contract and carry out its terms, together with evidence of a public hearing held with respect to the Contract;
- (h) A title insurance policy insuring the Bank's first lien position with respect to the Property;
- (i) An opinion letter from the County's bond counsel which states that the interest component of Installment Payments paid by the County under the Contract will not be included in the gross income of the Bank for Federal and North Carolina income tax purposes, and will

not be an item of tax preference for purposes of the Federal alternative minimum income tax, if applicable; and

(j) Executed originals of any other documents and instruments required by Bank in connection with this Contract.

5.10. Environmental Covenants. To the best of the County's knowledge, the Property on which the Project is located is not now and has not ever been used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce or process Hazardous Materials and that no Hazardous Materials have ever been installed on such Property [except as otherwise disclosed in the Environmental Questionnaire previously provided to the Bank]. The County covenants that the Property shall be kept free of Hazardous Materials and shall not be used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce or process Hazardous Materials, except in connection with the normal maintenance and operation of the Project and in compliance with all Environmental Laws. The County shall not cause or permit as a result of any intentional or unintentional act or omission on the part of the County or any lessee, tenant, subtenant, licensee, guest, invitee, employee, agent or contractor, the installation of Hazardous Materials on the Property or a release of Hazardous Materials onto the Property or suffer the presence of Hazardous Materials on the Property, except in connection with the normal maintenance and operation of the Project or the Property and in compliance with all Environmental Laws. The County shall comply with and ensure compliance by all sublessees, tenants, subtenants, licensees, guests, invitees, employees, agents and contractors with all applicable federal, state and local laws, ordinances, rules and regulations with respect to Hazardous Materials and shall keep the Property free and clear of any liens imposed pursuant to such laws, ordinances, rules and regulations. The County has not received any notice from any governmental agency, entity or any other person who receives any notices from any governmental agency, entity or any other person with regard to Hazardous Materials on, from or affecting the Property. In the event the County does receive any such notices, the County shall immediately notify the Bank. The County, at no expense to the Bank, shall conduct and complete all investigations, studies, sampling and testing and all remedial, removal and other actions necessary to comply with all applicable Environmental Laws.

5.11. Special Tax Covenants. The County covenants that: (a) it will make no use of the monies advanced by the Bank (the "proceeds") which would cause this Contract to be an "arbitrage bond" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), or the Treasury Regulations promulgated thereunder; (b) so long as the Contract remains in effect, the County will comply with the requirements of the Code and the applicable Treasury Regulations promulgated thereunder and will not take or omit to take any action which will cause the interest paid or payable under this Contract to be includible in the gross income of the registered owner hereof; (c) the Project shall be used exclusively for essential governmental purposes of the County and no use shall be made of the proceeds or of the Project, directly or indirectly, which would cause this Contract to be a "private activity bond" within the meaning of Section 141 of the Code; (d) no part of the payment of principal or interest under this Contract is or shall be guaranteed, in whole or in part, by the United States or any agency or instrumentality thereof; (e) no portion of the proceeds shall be used, directly or indirectly, in making loans the payment of principal or interest with respect to which are to be guaranteed, in whole or in part, by the United States or any agency or any instrumentality

thereof; and (f) the County shall not lease or otherwise make any of the Project available to any entity if such lease or other availability would cause the interest portion of the Installment Payments to be included in the gross income of the Bank under the Code for income tax purposes.

The County shall file IRS Form 8038-G on or before its due date. The County shall not take or omit to take any action that may cause a loss of the federal or state tax-exempt status of this Contract or the interest thereon.

5.12. Appropriations of Payments. (a) The County reasonably believes that funds sufficient to make all Installment Payments during the term of this Contract can be obtained. While recognizing that it is not empowered to make any binding commitment to make Installment Payments or any other payments beyond its current fiscal year, the Governing Body of the County in authorizing the execution of this Contract has stated its intent to make annual appropriations sufficient to make the Installment Payments and has recommended that future governing bodies continue to do so during the term of this Contract.

(b) The County Manager or Finance Director shall include in the initial proposal for each of the County's annual budgets the amount of all Installment Payments coming due during the fiscal year to which such budget is applicable. Notwithstanding that the County Manager or Finance Director includes an appropriation for Installment Payments in a proposed budget, the County may terminate all its obligations hereunder by not appropriating sufficient funds to make the scheduled Installment Payments. In the event the Governing Body determines not to appropriate in its budget an amount sufficient to pay all Installment Payments coming due in the applicable fiscal year, the Governing Body shall adopt a resolution specifically deleting such appropriation from the proposed budget for that fiscal year. Such resolution shall state the reasons for such deletion, shall be adopted by a vote identifying those voting for and against and abstaining from the resolution, and shall be recorded in the minutes of the Governing Body. A copy of such resolution shall be promptly sent to the Bank. Such failure to appropriate shall constitute an Event of Default.

(c) If the amount equal to the Installment Payments which will be due during the next fiscal year has not been appropriated by the County in its budget, the County Manager or Finance Director shall deliver to the Bank, within ten (10) days after the adoption of the County's budget for such fiscal year, but not later than fifteen (15) days after the start of such fiscal year, a certificate from the Finance Officer of the County stating that the County did not make such appropriation.

## SECTION 6. DEED OF TRUST

6.1. Security Interest. In order to secure its obligations hereunder, the County shall deliver to the Bank the Deed of Trust that places a lien on the Property.

6.2. Liens. The County shall not directly or indirectly create, incur, assume or suffer to exist any lien, charge, security interest, encumbrance or claim on or with respect to the Property (except the security interest granted to the Bank or as permitted by Section 5.3). The County shall promptly, at its own expense, take such action as may be necessary to duly discharge any such lien, security interest, charge, encumbrance or claim if the same shall arise

at any time. The County shall reimburse the Bank for any expense incurred by it in order to discharge or remove any such lien, security interest, encumbrance or claim.

## SECTION 7. INSURANCE AND UNFORESEEN LOSSES

7.1. Insurance. The County shall obtain and maintain, at its expense, at all times until termination of this Contract a policy of insurance covering the Property and providing the insurance protection described in this Section. The County shall maintain at its own expense fire, casualty, public liability, property damage and theft insurance, and such other insurance in such amounts and with such deductibles, if permitted, as required by the Bank from time to time. The Property shall be insured in an amount equal to the total replacement value or the Loan Amount, whichever is greater. All such insurance shall be maintained with an insurance company or companies licensed to do business in North Carolina and shall contain a standard mortgagee clause designating the Bank as additional insured as its interest may appear. The County shall deliver to the Bank the policies of insurance or duplicates thereof or other evidence satisfactory to the Bank of such insurance coverage. Each insurer shall agree by endorsement upon the policy or policies issued by it that (i) it will give thirty (30) days prior written notice to the Bank of the cancellation or material modification of such policy; and (ii) the coverage of the Bank shall not be terminated, reduced or affected in any manner regardless of any breach or violation by the County of any warranties, declarations and conditions of such insurance. The County agrees to cooperate fully in all accident insurance investigations, claims and litigation proceedings. The County shall cooperate fully with the Bank in filing any proof of loss with respect to any insurance policy described above. In no event shall the County voluntarily settle, or consent to the settlement of, any proceeding arising out of any insurance claim with respect to the Property without the written consent of the Bank.

In lieu of policies of insurance written by commercial insurance companies meeting the requirements of this Section, the County may maintain a program of self-insurance or participate in group risk financing programs, risk pools, risk retention groups, purchasing groups and captive insurance companies, and in state or federal insurance programs.

7.2. Damage or Destruction. (a) The County shall notify the Bank immediately in the event of any damage to or destruction from fire or other casualty of any portion of the Property if the County determines in good faith that such damage, destruction or loss will cost more than \$1,000,000 to repair, replace and restore.

(b) If any portion of the Property is damaged or destroyed as provided herein, to an extent that the County determines in good faith that the cost of repairing, replacing and restoring such damage or destruction will exceed \$1,000,000, then the County shall deposit the Net Proceeds with the Bank and shall, within 90 days after the date such damage or destruction occurs, elect one of the following two options by giving notice of such election to the Bank, and the Bank shall disburse such Net Proceeds in accordance with the option so elected:

(i) Option A – Repair and Restoration. The County may elect to repair, reconstruct and restore that portion of the Property so lost, damaged or destroyed. If the County elects this Option A, then the County shall proceed forthwith to repair, reconstruct and restore the applicable portion of the Property to substantially the same

condition as had existed prior to the event causing such damage or destruction, with such alterations and additions as the County may determine to be necessary or desirable and as will not impair the capacity or character of the applicable portion of the Property for the purposes for which it had been used prior to such damage or destruction or is intended to be used. So long as no Event of Default has occurred and is continuing under this Contract, the Bank, upon receipt of a request made by the County, shall apply so much as may be necessary of such Net Proceeds to payment of the cost of such repair, reconstruction and restoration, either on completion thereof or as the work progresses. Any such request may provide for Net Proceeds to be paid directly to third-party vendors or to be paid to the County for reimbursement of costs incurred in such repair, replacement or restoration. If such Net Proceeds are not sufficient to pay in full the cost of such repair, replacement and restoration, the County shall, subject to Section 5.12, pay so much of the cost thereof as may be in excess of such Net Proceeds. The County shall not by reason of the payment of such excess cost be entitled to any (A) reimbursement from the Bank, or (B) abatement or diminution of the Installment Payments.

(ii) Option B – Prepayment of Installment Payments. The County may elect to have the Net Proceeds of insurance payable as a result of such loss, damage or destruction, together with other monies provided by the County, applied to the prepayment of Installment Payments in accordance with Section 3.5. Notwithstanding anything to the contrary, in the event that the County elects to make partial prepayment under this Option B, the County shall first provide to the Bank a certificate signed by the Manager to the effect that (i) the Property has been restored to its condition prior to the damage, or (ii) such damage will not impair the County’s use of the Property for its intended purposes.

(c) If the County determines in good faith that such cost will not exceed \$500,000, the County shall (1) retain the Net Proceeds with respect to such damage or destruction, (2) forthwith repair, reconstruct and restore the Property so damaged or destroyed to substantially the same condition as it had existed prior to the event causing such damage or destruction, and (3) apply Net Proceeds retained by it to the payment or reimbursement of the costs of such repair, replacement and restoration. If such Net Proceeds are not sufficient to pay in full the cost of such repair, replacement and restoration, the County shall, subject to Section 5.12, pay so much thereof as is in excess of such Net Proceeds.

7.3. Condemnation; Loss of Title. (a) In the case of a taking of all or any part of the Property or any right therein under the exercise of the power of eminent domain or any loss of all or any part of the Property because of loss of title thereto, or the commencement of any proceedings or negotiations which might result in such a taking or loss, the party upon whom notice of such taking is served or with whom such proceedings or negotiations are commenced or who learns of a loss of title shall give prompt notice to the other. Each such notice shall describe generally the nature and extent of such condemnation, taking, loss, proceedings or negotiations. All obligations of the County under this Contract (except obligations to make Installment Payments when due) shall terminate as to the portion of the Property as to which there is a loss of title or which is condemned or taken when such loss of title is finally adjudicated or when title thereto vests in the party condemning or taking the same, as the case may be (hereinafter referred to as the “Takings Date”). The County shall pay over to the Bank

(and hereby irrevocably assigns, transfers and sets over to the Bank) all right, title and interest of the County in and to any Net Proceeds payable as to any such loss of title, condemnation or taking during the term of this Contract.

(b) In the event of any such loss of title, condemnation or taking, the County shall deliver the Net Proceeds from the condemnation proceeding to the Bank, and, within 90 days after the Takings Date for such proceeding, elect either or both of the following two options by giving notice of such election to the Bank, and the Bank shall disburse the Net Proceeds in accordance with the option so elected:

(i) Option A – Restoration. The County may elect to have the Net Proceeds as to such loss of title, condemnation or taking used to restore the applicable portion of the Property as to which there has been a loss of title, condemnation or taking to substantially its condition prior to such loss of title, condemnation or taking. So long as no Event of Default has occurred and is continuing under this Contract, the Bank, upon receipt of a request made by the County, shall apply so much as may be necessary of such Net Proceeds to payment of the cost of such restoration, either on completion thereof or as the work progresses. If such Net Proceeds are not sufficient to pay in full the cost of such restoration, the County shall, subject to Section 5.12, pay so much of the cost thereof as may be in excess of such Net Proceeds. The County shall not, by reason of the payment of such excess cost, be entitled to any (A) reimbursement from the Bank, or (B) abatement or diminution of the Installment Payments.

(ii) Option B – Prepayment of Installment Payments. The County may elect to have the Net Proceeds payable as to any such loss of title, condemnation or taking, together with other monies provided by the County, applied to the prepayment of the Installment Payments in accordance with Section 3.5. Notwithstanding anything to the contrary, in the event that the County elects to make partial prepayment pursuant to this Option B, the County shall first provide to the Bank a certificate signed by the Manager to the effect that such loss of title, condemnation or taking has not impaired the County's use of the Property for its intended purpose.

(c) The Bank shall, at the expense of the County, cooperate fully with the County in the contest of any prospective or pending condemnation proceedings or in any contest over title with respect to the Property or any part thereof and shall, to the extent it may lawfully do so, permit the County to litigate, at the expense of the County, in any such proceeding in the name and on behalf of the Bank. In no event shall the Bank voluntarily settle, or consent to the settlement of, any prospective or pending condemnation proceedings, or proceedings as to title, with respect to the Property or any part thereof without the consent of the County.

## SECTION 8. WARRANTIES AND REPRESENTATIONS OF THE COUNTY

The County warrants and represents to the Bank (all such representations and warranties being continuing) as follows:

(a) The County is a political subdivision duly created and existing under the laws of the State of North Carolina, and has all powers necessary to enter into the transactions contemplated by this Contract and to carry out its obligations hereunder;

(b) This Contract and the Deed of Trust have been duly and validly authorized, approved, executed and delivered by the County, and the performance by the County of its obligations under such documents has been approved and authorized under all laws, regulations and procedures applicable to the County, including, but not limited to, compliance with all applicable public meeting and bidding requirements, and the transactions contemplated by this Contract and the Deed of Trust constitute a public purpose for which public funds may be expended pursuant to the Constitution and laws of the State of North Carolina;

(c) No approval or consent is required from any governmental authority with respect to the entering into or performance by the County of this Contract and the transactions contemplated hereby, or, if any such approval is required, it has been duly obtained;

(d) There is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body pending or, to the best of the County's knowledge, threatened, against or affecting the County challenging the validity or enforceability of this Contract or the Deed of Trust, or the performance of the County's obligations hereunder, and compliance with the provisions hereof, under the circumstances contemplated hereby, does not and will not in any material respect conflict with, constitute on the part of the County a breach of or default under, or result in the creation of a lien or other encumbrance on any property of the County (except as contemplated herein) pursuant to any agreement or other instrument to which the County is a party, or any existing law, regulation, court order or consent decree to which the County is subject;

(e) There are no liens or encumbrances on the Property other than the Deed of Trust or any encumbrances permitted by Section 5.3;

(f) A resolution authorizing the execution, delivery and performance of the Contract and the Deed of Trust has been duly adopted, is in full force and effect, and has not been in any respect amended, modified, revoked or rescinded;

(g) The Project is essential to the proper, efficient and economical operation of the County and the delivery of its service and the Project will provide an essential use and permit the County to carry out public functions that it is authorized by law to perform; and

(h) The security interest granted by the County to the Bank in the Property shall have been duly perfected and shall constitute a first lien security interest in the Property subject to any encumbrances permitted by Section 5.3.

## SECTION 9. INDEMNIFICATION

To the extent permitted by applicable law, the County hereby agrees to indemnify protect and save the Bank and the LGC and the members and employees of each of the foregoing harmless from all liability, obligations, losses, claims, damages, actions, suits, proceedings, costs and expenses, including attorneys' fees, arising out of, connected with, or resulting directly or indirectly

from the Project, including without limitation, the possession, condition or use thereof. The indemnification arising under this section shall continue in full force and effect notwithstanding the payment in full of all obligations under this Contract.

#### SECTION 10. DISCLAIMER OF WARRANTIES

10.1. No Representations by the Bank. The County acknowledges that it has inspected the Project and found the Project to be satisfactory and acknowledges and agrees that it has constructed the Project based upon its own judgment and disclaims any reliance upon any statements or representations made by the Bank with respect thereto.

10.2. Disclaimer By the Bank. THE BANK MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, AS TO THE CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROJECT OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE PROJECT.

#### SECTION 11. DEFAULT AND REMEDIES

11.1. Definition of Event of Default. The County shall be deemed to be in default hereunder upon the happening of any of the following events of default (each, an “Event of Default”):

(a) The County shall fail to make any Installment Payment or fail to pay any other sum hereunder when due, in either case, within ten (10) days after receipt of written notice of such failure; or

(b) The County fails to budget and appropriate money sufficient to pay all Installment Payments coming due in any fiscal year; or

(c) The County shall fail to perform or observe any term, condition or covenant of this Contract or shall breach any warranty by the County herein or therein contained; or

(d) Proceedings under any bankruptcy, insolvency, reorganization or similar litigation shall be instituted by or against the County, or a receiver, custodian or similar officer shall be appointed for the County or any of its property, and such proceedings or appointments shall not be vacated or fully stayed after the institution or occurrence thereof; or

(e) Any warranty, representation or statement made by the County herein or in any other document executed or delivered in connection herewith is found to be incorrect or misleading in any material respect on the date made;

11.2. Remedies on Default. Subject to Section 13 hereof entitled “Limited Obligation of the County,” upon the occurrence of any Event of Default, the Bank may exercise any one or more of the following remedies as the Bank in its sole discretion shall elect:

(a) Declare the entire principal amount of the Installment Payments and all accrued interest and other charges immediately due and payable without notice or demand to the County;

(b) Proceed by appropriate court action to enforce performance by the County of the applicable covenants of this Contract or to recover for the breach thereof;

(c) Exercise all the rights and remedies of a secured party or creditor under the Deed of Trust, Uniform Commercial Code of the State of North Carolina and the general laws of the State of North Carolina with respect to the enforcement of the security interest granted or reserved hereunder and under the Deed of Trust, including, without limitation, to the extent permitted by law, take possession of any collateral without any court order or other process of law and without liability for entering the Property and sell, lease, sublease or make other disposition of the same in a commercially reasonable manner for the account of the County, and apply the proceeds of any such sale, lease, sublease or other disposition, after deducting all costs and expenses, including court costs and attorneys' fees, incurred with the recovery, repair, storage and other sale, lease, sublease or other disposition costs, toward the balance due under this Contract and, thereafter, shall pay any remaining proceeds to the County;

(d) Take possession of any proceeds of the Property, including Net Proceeds; or

(e) Pursue any other remedy available at law or equity to the Bank.

11.3. Further Remedies. All remedies of the Bank are cumulative and may be exercised concurrently or separately. The exercise of any one remedy shall not be deemed an election of such remedy or preclude the exercise of any other remedy. The County agrees to pay to the Bank all court costs and reasonable attorney fees incurred by Bank in enforcing the Bank's rights and remedies under this Contract.

Upon the occurrence and during the continuance of an Event of Default, the interest component of the Installment Payments will be calculated at the Default Rate.

## SECTION 12. ASSIGNMENT

12.1. Assignment by the County. The County agrees not to sell, assign, lease, sublease, pledge or otherwise encumber or suffer a lien or encumbrance upon or against any interest in this Contract or the Property (except for the lien and security interest of the Bank or as permitted by Section 5.3) without the Bank's prior written consent.

12.2. Assignment by the Bank. (a) The Bank may, at any time and from time to time, assign all or any part of its interest in the Project or this Contract, including, without limitation, Bank's rights to receive Installment Payments payable to Bank hereunder or thereunder, in accordance with this Section 12.2. Any assignment made by the Bank or any subsequent assignee shall not purport to convey any greater interest or rights than those held by the Bank pursuant to this Contract. The Bank or its assignees may assign or reassign all or any part of this Contract, including the assignment or reassignment of any partial interest through the use of certificates evidencing participation interests in this Contract, or making this Contract part of a pool of obligations without the consent of the LGC, so long as such assignment or reassignment is to (i) a bank, insurance company or similar institution or any other entity approved by the LGC; or (ii) a trustee for the purpose of issuing certificates of participation or other forms of certificates evidencing an undivided interest in the Contract, provided such certificates are sold only to a bank, insurance company or similar financial institution or other entity approved by

the LGC. Notwithstanding the foregoing, unless to an affiliate controlling, controlled by or under common control with Bank, no assignment or reassignment of the Bank's interest in the Contract shall be effective unless and until the County shall receive notice of such assignment or reassignment disclosing the name and address of each such assignee.

(b) The County further agrees that the Bank's interest in this Contract may be assigned in whole or in part (subject to the limitations on assignment contained in Section 12.2(a)) upon terms which provide in effect that the assignor or assignee will act as a collection and paying agent for any holders of certificates of participation in this Contract, provided the County receives notice of such assignment and such collection and paying agent covenants and agrees to maintain for the full remaining term of this Contract a written record of each assignment and reassignment of such certificates of participation.

(c) The County agrees to execute any document reasonably required in connection with any assignment. Any assignor must provide notice of any assignment to the County and the County shall keep a complete and accurate record of all assignments as required by the Code. After the giving of any such notice, the County shall thereafter make all payments in accordance with the notice to the assignee named therein and shall, if so requested, acknowledge such assignment in writing, but such acknowledgment shall in no way be deemed necessary to make the assignment effective.

(d) The Bank represents and warrants that it is familiar with federal and North Carolina legislation, rules and regulations as to limitations upon the public distribution of securities that have not been registered under the Securities Act of 1933, as amended, and that it is entering into this Contract for its own account and has no present intention of making any sale or other distribution of this Contract in violation of such legislation, rules or regulations. The Bank represents that it is familiar with the operations and financial condition of the County, based upon information furnished to the Bank by the County, and has made such inquiries as it deems appropriate in connection with the Loan Amount.

### SECTION 13. LIMITED OBLIGATION OF THE COUNTY

NO PROVISION OF THIS CONTRACT SHALL BE CONSTRUED OR INTERPRETED AS CREATING A PLEDGE OF THE FAITH AND CREDIT OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL DEBT LIMITATION. NO PROVISION OF THIS CONTRACT SHALL BE CONSTRUED OR INTERPRETED AS CREATING A DELEGATION OF GOVERNMENTAL POWERS NOR AS A DONATION BY OR A LENDING OF THE CREDIT OF THE COUNTY WITHIN THE MEANING OF THE CONSTITUTION OF THE STATE OF NORTH CAROLINA. THIS CONTRACT SHALL NOT DIRECTLY OR INDIRECTLY OR CONTINGENTLY OBLIGATE THE COUNTY TO MAKE ANY PAYMENTS BEYOND THOSE APPROPRIATED IN THE SOLE DISCRETION OF THE COUNTY FOR ANY FISCAL YEAR IN WHICH THIS CONTRACT IS IN EFFECT; PROVIDED, HOWEVER, ANY FAILURE OR REFUSAL BY THE COUNTY TO APPROPRIATE FUNDS, WHICH RESULTS IN THE FAILURE BY THE COUNTY TO MAKE ANY PAYMENT COMING DUE HEREUNDER WILL IN NO WAY OBLIATE THE OCCURRENCE OF THE EVENT OF DEFAULT RESULTING FROM SUCH NONPAYMENT. NO DEFICIENCY JUDGMENT MAY BE RENDERED AGAINST THE

COUNTY IN ANY ACTION FOR BREACH OF A CONTRACTUAL OBLIGATION UNDER THIS CONTRACT, AND THE TAXING POWER OF THE COUNTY IS NOT AND MAY NOT BE PLEDGED DIRECTLY OR INDIRECTLY OR CONTINGENTLY TO SECURE ANY MONEYS DUE UNDER THIS CONTRACT.

To the extent of any conflict between this Section and any other provision of this Contract, this Section shall take priority.

#### SECTION 14. TAX-EXEMPT INTEREST

14.1. Intent of Parties. It is the intention of the parties hereto that the interest portion of the Installment Payments paid by the County to the Bank under this Contract shall be tax-exempt under Section 103 of the United States Internal Revenue Code.

14.2. Determination or Event of Taxability. If at any time there is a Determination of Taxability or Event of Taxability, as such terms are hereinafter defined, the principal portion of the indebtedness of the County to the Bank which is represented by the Installment Payments shall, from and after the Date of Taxability, as hereinafter defined, bear interest at the rate which will provide to the Bank the effective yield which it would have received if there had not been a Determination of Taxability or an Event of Taxability, such rate to be determined by the Bank (the "Alternative Rate of Interest"), payable from the Date of Taxability to such time. In such event, the County also shall be required to pay to the Bank all amounts, if any, which may be necessary to reimburse the Bank for any interest, penalties or other charges assessed by the Internal Revenue Service and the Department of Revenue of the State of North Carolina against the Bank by reason of the Bank's failure to include the interest portion of the Installment Payments (hereinafter called "Interest") in its gross income for income tax purposes. Installment Payment amounts under this Contract shall be increased as a result of the increased interest rate and additional interest as a result of said rate increase on all previous payments shall be paid to the Bank upon demand therefor. The County shall pay to the Bank the Interest calculated at the above-mentioned Alternative Rate of Interest notwithstanding any transfer by the Bank or payment or prepayment by the County prior to the date such Determination of Taxability was made.

An Event of Taxability shall mean any event, occurrence or situation, resulting from an action, or failure to act, by the County, the effect of which is to cause the interest portion of the Installment Payments to be includible in the gross income of the Bank for federal income tax purposes. A Determination of Taxability shall mean a determination that the Interest is included in gross income of the Bank for federal income tax purposes, which determination shall be deemed to have been made upon the occurrence of the first to occur of the following: (a) the date on which the Bank is advised in writing by the Commissioner or any District Director of the Internal Revenue Service that, as a consequence of an action, or failure to act, by the County, the Interest is included in the gross income of the Bank for federal income tax purposes; (b) the date on which the County receives notice from the Bank that the Bank has been advised (i) in writing that the Internal Revenue Service has issued a statutory notice of deficiency or similar notice to the Bank which asserts, in effect, that Interest received by the Bank is included in the gross income of the Bank for federal income tax purposes, as a result of an action, or failure to act, by the County, or (ii) by an opinion of counsel received by the Bank which concludes, in effect, that Interest is included in the

gross income of the Bank for federal income tax purposes as a result of an action, or failure to act, by the County; (c) the day on which the County is advised in writing by the Commissioner or any District Director of the Internal Revenue Service that there has been issued a public or private ruling of the Internal Revenue Service that the Interest is included in the gross income of the Bank for federal income tax purposes as a result of an action, or failure to act, by the County; or (d) the day on which the County is advised in writing by counsel to the Bank that a final determination, from which no further right of appeal exists, has been made by a court of competent jurisdiction in the United States of America in a proceeding with respect to which the County has been given written notice and an opportunity to participate and defend that the Interest is included in the gross income of the Bank for federal income tax purposes, as a result of an action, or failure to act, by the County.

The Date of Taxability shall mean the first date upon which Interest is included in the gross income of the Bank for federal income tax purposes as a result of an Event of Taxability or a Determination of Taxability.

14.3. Duty to Notify the Bank. The County agrees to give prompt written notice to the Bank upon the County's receipt of any oral or written notice or information from any source whatsoever to the effect that an Event of Taxability or a Determination of Taxability or Change in Deductibility has occurred.

#### SECTION 15. MISCELLANEOUS

15.1. Waiver. No covenant or condition of this Contract can be waived except by the written consent of the Bank. Any failure of the Bank to require strict performance by the County or any waiver by the Bank of any terms, covenants or conditions herein shall not be construed as a waiver of any other breach of the same or any other term, covenant or condition herein.

15.2. Severability. In the event any portion of this Contract shall be determined to be invalid under any applicable law, such provision shall be deemed void and the remainder of this Contract shall continue in full force and effect.

15.3. Governing Law. This Contract shall be construed, interpreted and enforced in accordance with the laws of the State of North Carolina.

15.4. Notices. Any and all notices, requests, demands, and other communications given under or in connection with this Contract shall be effective only if in writing and either personally delivered or mailed by registered or certified United States mail, postage prepaid, return receipt requested, addressed to the address of the recipient as described below, and shall be deemed to be received on the third day after the day it was deposited in the United States mail or on the day it was actually received, whichever is earlier.

County: County of Cumberland  
117 Dick Street  
Fayetteville, North Carolina 28301  
Attn: Finance Director

Bank's Address: PNC Bank, National Association  
301 Fayetteville Street, Suite 2100  
Raleigh, North Carolina 27601

15.5. Section Headings. All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Contract.

15.6. Entire Contract. This Contract, together with the Exhibits and attachments hereto, constitutes the entire Contract between the parties and this Contract shall not be modified, amended, altered or changed except by written agreement signed by the parties.

15.7. Binding Effect. Subject to the specific provisions of this Contract, this Contract shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

15.8. Time. Time is of the essence of this Contract and each and all of its provisions.

15.9. Execution in Counterparts. This Contract may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

15.10. No Advisory Services. The County acknowledges and agrees that: (i) the transaction contemplated by this Agreement is an arm's length, commercial transaction between the County and the Bank in which the Bank is acting solely as a principal and is not acting as a municipal advisor, financial advisor or fiduciary to the County; (ii) Bank has not assumed any advisory or fiduciary responsibility to the County with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether Bank has provided other services or is currently providing other services to the County on other matters); (iii) the only obligations Bank has to the County with respect to the transaction contemplated hereby expressly are set forth in this Contract; and (iv) the County has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate.

15.11. E-Verify. The Bank understands that "E-Verify" is a federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with Section 64-25(5) of the General Statutes of North Carolina, as amended. The Bank uses E-Verify to verify the work authorization of its employees in accordance with Section 64-26(a) of the General Statutes of North Carolina, as amended. The Bank will require that any subcontractor that it uses in connection with the transactions contemplated by this Contract certify to such subcontractor's compliance with E-Verify.

15.12. Iran Divestment List. As of the date of this Contract, the Bank is not included on a list of persons engaged in investment activities in Iran created and maintained by the North Carolina Department of State Treasurer pursuant to Section 147-86.58 of the Iran Divestment

Act of 2015, Article 6E, as amended, of Chapter 147 of the General Statutes of North Carolina. The Bank will not utilize any subcontractor that is listed on any such list in connection with the transactions contemplated by this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed as of the day and year first above written.

COUNTY OF CUMBERLAND, NORTH  
CAROLINA

By: \_\_\_\_\_  
Amy H. Cannon, County Manager

(SEAL)

Attest: \_\_\_\_\_  
Clerk

PNC BANK, NATIONAL ASSOCIATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

This instrument has been preaudited in the manner required by The Local Government Budget and Fiscal Control Act.

\_\_\_\_\_  
Vicki Evans, Finance Director

Local Government Commission  
Signature page for Installment Financing Contract in the  
amount of \$[11,220,000] by and between PNC Bank, National Association and  
the County of Cumberland, North Carolina dated September \_\_, 2017

This Contract has been approved under the provisions of Article 8, Chapter 159 of the General Statutes of North Carolina.

By: \_\_\_\_\_  
Greg C. Gaskins, Secretary  
Local Government Commission

EXHIBIT A

PAYMENT SCHEDULE

Installment Financing Contract Date: September \_\_, 2017

County: County of Cumberland, North Carolina

Loan Amount: \$[11,220,000]

Interest Rate:

From the Closing Date until the Final Installment Payment Date, the interest component of Installment Payments will be calculated on the Loan Amount outstanding at (68.5 of LIBOR) plus .38%. The Loan Amount outstanding is the sum of the Advances made pursuant to the Contract, as set forth on Exhibit A-1 (or on the Bank's electronic loan system).

Upon the occurrence and during the continuance of an Event of Default, the interest component of the Installment Payments will be calculated at the Default Rate.

Installment Payments:

The County will pay Installment Payments monthly on the \_\_ day of each month (each an Installment Payment Date), beginning October \_\_, 2017. Such Installment Payments shall consist of interest accrued on the Loan Amount outstanding since the Closing Date (for the initial Installment Payment) or the immediately preceding Installment Payment Date (for each subsequent Installment Payment). ON the Final Installment Payment Date, the amount of the Installment Payment shall be the full amount of the Loan Amount Advanced plus all accrued but unpaid interest.

In the event the Loan Amount is not repaid in full on the Final Installment Payment Date, the County shall continue to make Installment Payments during the period from the Final Installments Payment Date through the date that is five years from such date (the "Term Out Period"). Each such Installment Payment shall consist of a principal component equal to 1/60<sup>th</sup> of the Loan Amount outstanding, plus an interest component calculated as follows:

(a) at the PNC Base Rate (as defined in the Contract) for the initial ninety (90) days of the Term Out Period; and

(b) at the PNC Base Rate plus 2.0% from the end of such ninety (90) day period until the end of the Term Out Period.

All remaining principal and accrued but unpaid interest shall be due and payable on September \_\_, 2025.

COUNTY OF CUMBERLAND, NORTH CAROLINA

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

EXHIBIT A-1

TABLE OF ADVANCES

DATE:

September \_\_, 2017

AMOUNT:

\$ \_\_\_\_\_

EXHIBIT B

INCUMBENCY AND AUTHORIZATION CERTIFICATE

In connection with the execution and delivery by the County of Cumberland, North Carolina (the "County") of an Installment Financing Contract dated September \_\_, 2017 (the "Contract") with PNC Bank, National Association, the undersigned officers of the County hereby certify as follows:

(1) They are duly appointed, qualified and acting incumbents of their respective offices of the County and as such are familiar with its books and corporate records. As of the date of this certificate, the persons named below are duly elected, qualified and acting incumbents of their respective offices of the County and as such are familiar with its books and corporate records.

(2) Amy H. Cannon is presently the duly appointed County Manager. Vickie Evans is presently the duly appointed County Finance Director. Candace White is presently the duly appointed Clerk to the County Board of Commissioners. Such elections and appointments are in full force and effect on the date hereof.

(3) The persons named below were on the date or dates of the execution of the Contract and are on the date hereof the duly appointed and qualified incumbents of the offices of the County appearing at the left of their respective names and the signatures appearing at the right of their respective names are their genuine signatures:

<u>Title</u>	<u>Name</u>	<u>Signature</u>
Amy H. Cannon	County Manager	_____
Vickie Evans	Finance Director	_____
Candice White	Clerk to the Board of Commissioners	_____

(4) The persons named below were authorized by a resolution of the governing body of County passed in a regular meeting held on May 16, 2016 to execute and deliver on behalf of the County the Contract to evidence the obligation of the County in connection with the refinancing of the Project (all as defined in the Contract), together with the Deed of Trust and all other documents and instruments required and contemplated by the Contract, and to carry out the terms of all of the foregoing, all under and pursuant to the provisions of Section 160A-20 of the General Statutes of North Carolina, as amended. Such resolution was adopted at a meeting duly called and held on such date, at which meeting a quorum was present and acting throughout. Such resolution has not been amended, rescinded, terminated or otherwise revoked and is in full force and effect.

(5) The seal of the County is the same seal of which an impression appears below and on the Contract.

(7) No litigation of any kind is now pending or, to the best of my information, knowledge and belief, threatened to restrain or enjoin the execution or delivery of the Contract or the Deed of Trust, or in any manner questioning the proceedings and authority under which the Contract and the Deed of Trust have been executed and delivered, or affecting the validity of such documents.

(8) The County has obtained the proper authorization to execute and deliver the Contract, the Deed of Trust and all related documents necessary to complete the transaction contemplated thereby.

(9) Each of the Contract and the Deed of Trust has been duly authorized, executed and delivered by the County. Assuming the due authorization, execution and delivery of each such agreements by the Bank, each such agreement constitutes a legal, valid and binding agreement of the County enforceable against the County in accordance with its terms. Such obligation does not constitute a pledge of the faith and credit of the State of North Carolina or of any county, city or other political subdivision of the State, including the County. The rights and enforceability of the obligations of the County under such agreements may be limited or otherwise affected by (a) bankruptcy, insolvency, reorganization, moratorium or other laws affecting the rights of creditors generally and (b) principles of equity, whether considered at law or in equity.

There has been no material adverse change in the financial condition of the County since the date of the last annual financial statement of the County provided to the Bank.

IN WITNESS WHEREOF, I have duly executed this certificate and have affixed to it the seal of the County of Cumberland, North Carolina on this [ ] day of September, 2017.

COUNTY OF CUMBERLAND,  
NORTH CAROLINA

By: \_\_\_\_\_  
County Manager

By: \_\_\_\_\_  
Finance Director

By: \_\_\_\_\_  
Clerk to the Board of Commissioners

## EXHIBIT C

### DESCRIPTION OF THE PROJECT

The Project consists of various capital projects being undertaken at various County facilities, including but not limited to the following:

- Upfit to building exteriors including membranes, caulk, paint, replacement of siding, replacement of various finishes, windows and doors, downspouts
- Roof repair and replacement
- Parking lot rebuilding, resurfacing and striping

Such capital improvements will take place at the following County buildings:

The Property consists of the land on which the Spring Lake Library and Family Resource Center is located, together with all fixtures, improvements and appurtenances thereon now or hereafter existing.

EXHIBIT D

FORM OF REQUEST FOR ADVANCE

REQUEST FOR ADVANCE NO. \_\_\_\_

DATE: \_\_\_\_\_

PNC Bank, National Association  
301 Fayetteville Street, Suite 2100  
Raleigh, North Carolina 27601

County of Cumberland Installment Financing Contract with PNC Bank, National Association  
dated September \_\_, 2017

On behalf of the County of Cumberland, North Carolina (the "County"), pursuant to an Installment Financing Contract dated September \_\_, 2017 between the County and PNC Bank, National Association (the "Bank"), I hereby request that the Bank make an Advance to the County in the sum of

\$ \_\_\_\_\_

to be deposited with the County in accordance with instructions previously provided by the County.

Such obligation has been incurred in or about the Project, as defined in the Contract, each item to be paid for with the Advance is a proper charge against the costs of the Project, each item to be paid for with the Advance is a capital costs, such obligation has not been the basis for a prior requisition that has been paid, and the County is not in default under the Contract.

By \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

BOARD OF COMMISSIONERS  
OF  
CUMBERLAND COUNTY, NORTH CAROLINA

Excerpt of Minutes  
of Meeting of  
August 21, 2017

Present: Chairman \_\_\_\_\_ presiding, and Commissioners \_\_\_\_\_

---

Absent: \_\_\_\_\_

\* \* \* \* \*

Commissioner \_\_\_\_\_ introduced the following resolution, the title of which was read:

RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN INSTALLMENT FINANCING CONTRACT TO FINANCE THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF A VARIOUS CAPITAL PROJECTS IN THE COUNTY

WHEREAS, Cumberland County, North Carolina (the "County") desires to finance the acquisition, construction and equipping of various capital projects throughout the County (collectively, the "Project"); and

WHEREAS, the County desires to finance the Project by executing and delivering an installment financing contract, as authorized under Section 160A-20 of the General Statutes of North Carolina; and

WHEREAS, the County sent out a request for proposals to a number of banks relating to the financing; and

WHEREAS, PNC Bank, National Association (the "Bank") submitted a proposal dated August 2, 2017 (the "Proposal"), pursuant to which the Bank offered to enter into an installment financing contract with the County in the amount of up to \$11,220,000 (the "Contract") to finance the Project and to pay certain costs associated with the financing, to be secured by a deed of trust and security agreement that creates a lien on a portion of the Project consisting of the Spring Lake Library and Family Resource Center (the "Property") for the benefit of the Bank (the "Deed of Trust"); and

WHEREAS, the County has today held a public hearing regarding financing of the Project through the execution and delivery of the Contract, as evidenced by the Certificate and Summary of Public Hearing attached hereto;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the County (the "Board of Commissioners"), as follows:

1. The Board of Commissioners hereby accepts the Proposal, and authorizes and directs the Chairman, the County Manager, the Finance Officer, and the Clerk, or any of them, to execute, acknowledge and deliver the Contract and the Deed of Trust in the form presented to the Board of Commissioners and conforming to the terms of such Proposal on behalf of the County, with such changes and modifications as the person executing and delivering such instruments on behalf of the County shall find acceptable, such execution to be conclusive evidence of approval of such changes. The Clerk is hereby authorized to affix the official seal of the County to the Contract and the Deed of Trust and to attest the same.

2. Each of the County Manager, the Finance Officer and other appropriate officers of the County is hereby authorized and directed to execute and deliver any and all papers, instruments, agreements, tax certificates, opinions, certificates, affidavits and other documents, and to do or cause to be done any and all other acts and things necessary or proper for carrying out this resolution, the Contract and the Deed of Trust and the financing of the Project.

3. All other acts of the Board of Commissioners and the officers of the County, which are in conformity with the purposes and intent of this resolution and in furtherance of the financing of the Project, are hereby ratified, approved and confirmed.

4. This resolution shall take effect immediately.

Commissioner \_\_\_\_\_ moved the passage of the foregoing resolution and Commissioner \_\_\_\_\_ seconded the motion, and the resolution was passed by the following vote:

Ayes: Commissioners \_\_\_\_\_

Nays: Commissioners \_\_\_\_\_

Not voting: Commissioners \_\_\_\_\_

\* \* \* \* \*

I, Candice White, Clerk for the Board of Commissioners of Cumberland County, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and complete copy of so much of the proceedings of the Board of Commissioners for the County at a regular meeting duly called and held on August 21, 2017, as it relates in any way to the resolutions hereinabove referenced and that such proceedings are recorded in the minutes of the Board. Pursuant to G.S. § 143-318.12, a current copy of a schedule of regular meetings of the Board of Commissioners for the County is on file in my office.

WITNESS my hand and the official seal of the County this \_\_\_\_ day of August, 2017.

[SEAL]

\_\_\_\_\_  
Clerk to the Board of Commissioners

**CERTIFICATE AND SUMMARY OF PUBLIC HEARING**

The undersigned Clerk to the Board of Commissioners for Cumberland County, North Carolina hereby certifies:

1. Attached hereto as Exhibit A is an Affidavit of Publication with respect to notice of a public hearing (the "Hearing") held on August 21, 2017, with respect to the financing of a certain capital projects in the County pursuant to N.C.G.S. § 160A-20.

2. The presiding officer of the Hearing was \_\_\_\_\_.

3. The following is a list of the names and addresses of all persons who spoke at the Hearing:

4. The following is a summary of the oral comments made at the Hearing:

WITNESS my hand and the official seal of the County this 17<sup>th</sup> day of July, 2017.

\_\_\_\_\_  
Candice White, Clerk  
Board of Commissioners  
Cumberland County, North Carolina

(SEAL)

Drawn By and Return To:

Mary Nash K. Rusher  
McGuire Woods LLP  
434 Fayetteville Street, Suite 2600  
Raleigh, NC 27601

STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

**DEED OF TRUST AND SECURITY AGREEMENT  
(FUTURE ADVANCES)**

**Pursuant to N.C. Gen. Stat. Section 160A-20**

(COLLATERAL IS OR INCLUDES FIXTURES)

THIS DEED OF TRUST AND SECURITY AGREEMENT (the “Deed of Trust”) is made and entered into as of this \_\_\_ day of September, 2017, by and between the County of Cumberland, North Carolina, a municipal corporation created and existing under the laws of the State of North Carolina, whose address is 117 Dick Street, Fayetteville, NC 28301 (hereinafter called the “Grantor”), CB Services, Inc, 301 Fayetteville Street, Suite 2100, Raleigh, NC 27601, as Trustee (hereinafter called the “Trustee”), and PNC Bank, National Association, whose address is 301 Fayetteville Street, Suite 2100, Raleigh NC 27601 (hereinafter called the “Beneficiary”);

WITNESSETH:

WHEREAS, in accordance with the provisions of N.C. Gen. Stat. Section 160A-20, the Beneficiary has agreed pursuant to an Installment Financing Contract by and between the Beneficiary and the Grantor, dated of even date (hereinafter called the “Contract”), to lend to or for the benefit of the Grantor up to the principal sum of \$[11,220,000];

AND WHEREAS, all principal sums to be advanced to or for the benefit of the Grantor and secured by this Deed of Trust shall be evidenced by the Contract, which Contract may contain provisions for the adjustment of the interest rate, adjustments in the payments, extension or renewal of the term, among other things, the terms of which are incorporated herein by reference and the final payment date for which if not sooner paid and if payment thereof is not extended, is [September \_\_, 2020/2025];

AND WHEREAS, the Grantor is thereby, or shall hereafter become, indebted to the Beneficiary in an amount equal to the sum of all outstanding advances made under the Contract, as provided therein together with and payable with interest as, and at the rate or rates, specified in the Contract;

AND WHEREAS, the Grantor desires to secure the payment of the obligations under the Contract with interest and any extensions, renewals, modifications or amendments thereof, or substitutions or replacements therefore, in whole or in part, the payment of all other sums, with interest thereon, advanced in accordance with the Contract, or herewith, to protect the security of this Deed of Trust, or advanced to protect the rights of the Beneficiary hereunder or under the Contract, and to secure the performance of the covenants and agreements of the Grantor contained herein, by a conveyance of the lands and a grant of the security interests hereinafter described;

AND WHEREAS, all obligations of the Grantor hereunder are expressly made subject to the limitation of liability set forth in Section 13 of this Deed of Trust and Section 13 of the Contract;

NOW, THEREFORE, in consideration of the premises and in further consideration of the sum of One Dollar (\$1) paid to the Grantor by the Trustee, the receipt and sufficiency of which is hereby acknowledged, the Grantor has given, granted, bargained, and sold, and by these presents does give, grant, bargain, sell and convey unto the Trustee, its successors and assigns, the following described parcel of land and all improvements now or hereafter located thereon, lying and being in the County of Johnston, State of North Carolina, and more particularly described as follows:

SEE **EXHIBIT A** ATTACHED HERETO AND BY THIS  
REFERENCE INCORPORATED HEREIN

Such parcel of land together with all structures, buildings and other improvements (hereinafter called the "Improvements"), now or hereafter located thereon being hereinafter called the "Property."

TOGETHER WITH all fixtures, equipment and other articles of personal property acquired by the Grantor with funds advanced by the Beneficiary pursuant to the Contract, whether now owned or hereafter acquired, all personal property obtained in substitution or replacement therefore, and all personal property obtained in substitution or replacement for any portion thereof, and all proceeds of the foregoing (hereinafter called the "Collateral").

TO HAVE AND TO HOLD the Property and Collateral, with all the rights, privileges, and appurtenances thereunto belonging or appertaining to the Trustee, his heirs, successors and assigns, in fee simple forever, upon the trusts and for the uses and purposes hereinafter set out;

And the Grantor covenants with the Trustee that it is seized of the Property and Collateral in fee and has the right to convey the same in fee simple; that title is marketable and free and clear of all encumbrances except for the permitted encumbrances shown on **Exhibit B** and such other encumbrances as may be approved by the Beneficiary in writing as provided in the

Contract; and that it will warrant and defend the title to the Property and Collateral against the lawful claims of all persons whomsoever.

THIS CONVEYANCE IS MADE UPON THIS SPECIAL TRUST, that if the Grantor shall pay all obligations under the Contract in accordance with its terms, together with interest thereon, and any renewals, extensions, modifications, amendments, substitutions or replacements thereof in whole or in part, shall pay all sums advanced under the Contract or hereunder to protect the security of this Deed of Trust or the rights of the Beneficiary, together with interest thereon, and shall comply with all the covenants, terms and conditions of the Contract, this Deed of Trust and all other documents and agreements entered into in connection therewith and herewith, then this conveyance shall be null and void and may be canceled of record at the request and at the cost of the Grantor.

**Section 1. EVENTS OF DEFAULT.** The occurrence of any one or more of the following events shall constitute an “Event of Default” hereunder:

(a) The Grantor’s failure to pay when due the installment payments of principal and interest as provided in the Contract or any other sum due under this Deed of Trust or the Contract;

(b) The Grantor’s breach of any of the terms, conditions or covenants contained in the Contract or this Deed of Trust;

(c) The actual or threatened demolition, injury or waste to the Property or Collateral which may impair its value;

(d) The appointment of a receiver for, or the filing of a petition of bankruptcy by or against, the Grantor;

(e) The Grantor’s default under the terms of any instrument to which this Deed of Trust is subordinate or which is subordinate to this Deed of Trust;

(f) Default by the Grantor in keeping, performing or observing any term, covenant, agreement or condition of the Contract, upon which the advances hereby secured was predicated, or default by the Grantor under any other agreement executed concurrently with the execution and delivery of the Contract and this Deed of Trust, including, without limitation, any agreement containing provisions relating to the rights of the Grantor to receive future advances or disbursements from the Beneficiary, the repayment of which is intended to be secured by this Deed of Trust; and

(g) False statement, misrepresentation or withholding facts by the Grantor in any loan application or other instrument provided by the Grantor to Beneficiary or its agents as to any matter relied upon by Beneficiary in evaluating whether to extend financing to the Grantor; and

(h) If (1) any lien, charge or encumbrance other than the permitted encumbrances as provided in the Contract which is prior to or has priority over this Deed of Trust is found to exist, (2) proceedings are instituted or actions taken to enforce any lien, charge

or encumbrance against the Property, or (3) all or any part of the Property or any interest or estate therein is sold, transferred or conveyed without the prior written consent of Beneficiary.

**Section 2. REMEDIES UPON DEFAULT.** Upon the occurrence of an Event of Default, the Beneficiary and Trustee shall have the following rights and remedies:

(a) The Beneficiary shall have the right, at its option, to declare all amounts payable under the Contract to be immediately due and payable, whereupon the same shall become immediately due and payable, regardless of the maturity date thereof.

(b) On the application of the Beneficiary, if the Beneficiary shall have declared the outstanding principal balance under the Contract to be immediately due and payable, the Beneficiary may foreclose the lien of this Deed of Trust pursuant to the power of sale hereby granted or by judicial proceeding. The Trustee is hereby granted a power of sale and may sell the Property or such part or parts thereof or interest therein as the Beneficiary may select after first having given such notice of hearing as to commencement of foreclosure proceedings and obtained such findings or leave of court as then may be required by law and then having given such notice and advertised the time and place of such sale in such manner as then may be provided by law, and upon such sale and any resale and upon compliance with the law then relating to foreclosure proceedings, to convey title to the purchaser.

Upon such sale(s), the Trustee shall convey title to the purchaser in fee simple. The Beneficiary shall have the right to bid at any sale thereunder. The Trustee may require the successful bidder at any sale to deposit immediately with the Trustee cash or certified check in an amount not to exceed twenty-five percent (25%) of the bid, provided notice of such requirement is contained in the advertisement of the sale. The Trustee may reject the bid if the deposit is not immediately made, and thereupon the Trustee may declare the next highest bidder to be the Purchaser. Such deposit shall be refunded in case a resale is had; otherwise, it shall be applied to the purchase price. If Collateral is sold hereunder, it need not be at the place of sale. The published notice of public sale, however, shall state the time and place where the Collateral may be inspected prior to sale.

In the event a proceeding to exercise the power of sale contained herein is begun but not completed, the Grantor shall pay all expenses incurred by the Trustee and a partial commission computed as follows: one-fourth of the hereinafter-specified commission prior to the Trustee's issuance of a notice of hearing on the right to foreclose and one-half of the hereinafter-specified commission after the issuance of such notice and prior to sale. Such expenses and partial commission may be paid by the Beneficiary on behalf of the Grantor but, in any event, shall be secured by this Deed of Trust.

The foregoing shall in no way be construed to limit the powers of sale or restrict the discretion the Trustee may have under the provisions of Article 2A of Chapter 45 of the General Statutes of North Carolina, as the same may be from time to time amended, or such other laws as the Beneficiary or Trustee may be proceeding under, including the laws relating to judicial foreclosure if such is determined to be either the necessary or appropriate process to follow in foreclosing on the lien of this Deed of Trust. Except as provided in Section 13 herein, each legal, equitable or contractual right, power or remedy of the Beneficiary or Trustee now or

hereafter provided herein or by statute or otherwise shall be cumulative and concurrent and shall be in addition to every other right, power and remedy. The exercise or beginning of the exercise of any one or more of such rights, powers and remedies shall not preclude the simultaneous or later exercise of any or all such other rights, powers and remedies and without limiting the foregoing, the Trustee may sell the Property and Collateral separately or together, as a whole or in parts or parcels, at one or more sales conducted at different times and places.

(c) The Beneficiary shall have the right to collect rents, issues, profits and revenues according to the terms of Section 7 hereof.

(d) The Grantor and the Beneficiary have contemporaneously entered into the Contract and upon the occurrence of an Event of Default thereunder, the Beneficiary shall be entitled to exercise such rights and remedies as are contained in such Contract. The Beneficiary shall have the right to the appointment of a receiver to collect the rents and profits from the Property and Collateral without consideration of the value thereof or the solvency of any person liable for the payment of the amounts then owing. The Beneficiary at its option, in lieu of an appointment of a receiver, shall have the right to do all those things the receiver could have done. If such receiver should be appointed, or if there should be a sale of the Property and Collateral by foreclosure, as provided above, the Grantor or any person in possession of the Property and Collateral, as tenant or otherwise, shall become a tenant at will of the receiver or of the purchaser and may be removed by a writ of ejectment, summary ejectment or other lawful remedy.

(e) The Trustee may proceed against the Collateral as provided in and in accordance with the applicable provisions of the Uniform Commercial Code as adopted by the State of North Carolina. The Beneficiary may require the Grantor to assemble the Collateral, or evidence thereof, and make them reasonably available to the Beneficiary at one or more places to be designated by the Beneficiary which are reasonably convenient to the Beneficiary. The Beneficiary may take possession of the Collateral and hold, prepare for sale, lease or other disposition and sell, lease or otherwise dispose of the Collateral at public or private sale, for cash or on credit, as a whole or in part.

(f) The exercise by the Beneficiary of any right or remedy granted to the Beneficiary or Trustee in law or equity, or by this or any other document shall not be deemed an irrevocable election of remedies thereby precluding the Beneficiary or the Trustee from exercising or pursuing any other right or remedy granted to the Trustee or the Beneficiary under this Deed of Trust, the Contract, or any other document or at law or in equity. All remedies contained herein in the Contract or in any other separate agreement executed contemporaneously with the execution of this Deed of Trust are intended to be cumulative.

**Section 3. APPLICATION OF PROCEEDS.** Proceeds derived from the exercise of either the power of sale or the collection of rents and profits shall be applied to pay, **first**, costs and expenses, including the Trustee's commission in the amount of five percent (5%) in the event of sale, reasonable attorney's fees for legal services actually performed, and reasonable auctioneer's fees if such expenses have been incurred and any other expenses or advances made or incurred in the protection of the rights of the Trustee or in the pursuit of any remedy hereunder; **second**, to taxes and assessments due and unpaid, if the Trustee deems it appropriate to do so; **third**, to the payment of any indebtedness, including principal and interest under the

Contract, secured by this Deed of Trust; and **fourth**, the balance, if any, to the person or persons entitled thereto.

**Section 4. PAYMENT OF AMOUNTS DUE UNDER THE CONTRACT.** The Grantor covenants and agrees that it will pay when due the principal and interest under the Contract.

**Section 5. PAYMENT OF TAXES, ASSESSMENTS AND OTHER AMOUNTS; MAINTENANCE OF INSURANCE.**

(a) The Grantor shall pay, when due, all charges for utility services used in connection with the Property and Collateral. The Grantor shall pay, when due, any and all taxes levied by any governmental body as a result of the Grantor's ownership, possession, or use of the Property and Collateral.

(b) The Grantor shall obtain and maintain, at its expense, at all times a policy of insurance covering the Improvements on the Property and the Collateral and providing the insurance protection described Section 7.1 of the Contract. All such insurance shall be maintained with an insurance company or companies licensed to do business in North Carolina and shall contain a standard mortgagee clause designating the Beneficiary as additional insured as its interest may appear. The Grantor shall deliver to the Beneficiary the policies of insurance or duplicates thereof or other evidence satisfactory to the Beneficiary of such insurance coverage. Each insurer shall agree by endorsement upon the policy or policies issued by it that (i) it will give thirty (30) days prior written notice to the Beneficiary of the cancellation or material modification of such policy; and (ii) the coverage of the Beneficiary shall not be terminated, reduced or affected in any manner regardless of any breach or violation by the Grantor of any warranties, declarations and conditions of such insurance. The Grantor agrees to cooperate fully in all accident insurance investigations, claims and litigation proceedings. The Grantor shall cooperate fully with the Beneficiary in filing any proof of loss with respect to any insurance policy described above. In no event shall the Grantor voluntarily settle, or consent to the settlement of, any proceeding arising out of any insurance claim with respect to the Property or the Collateral without the written consent of the Beneficiary.

**Section 6. MAINTENANCE OF THE PROPERTY.** The Grantor shall use the Property and the Collateral in a careful and proper manner, in compliance with all applicable laws and regulations, and shall take no action to adversely affect the Property or the Collateral, and shall take all reasonable action to preserve the Property and the Collateral in good condition, repair, appearance and working order for the purposes intended, ordinary wear and tear excepted, including, without limitation, at its sole cost and expense, to repair and maintain the Property and the Collateral, and to replace any part of the Property and the Collateral as may from time to time become worn out, lost, stolen, destroyed or damaged or unfit for use. Any and all additions to or replacements of the Property and the Collateral and all parts thereof shall constitute Improvements and shall be subject to all the terms and conditions of this Contract.

**Section 7. ASSIGNMENT OF RENTS, LEASES AND PROFITS.**

As further security for the payment of the obligations under the Contract and for the faithful performance of all the covenants, agreements, terms and provisions of this Deed of Trust, the Grantor hereby sells, transfers and assigns unto the Beneficiary all the Grantor's right, title and interest in and to the rents, issues, profits, revenues, royalties, rights and benefits from the Property. The Grantor hereby authorizes and empowers the Beneficiary to collect these rents, issues, profits, revenues, royalties, rights and benefits as they shall become due and hereby directs each and all of the tenants of the Property to pay such rents, as may now be due or shall hereafter become due, to the Beneficiary, upon demand for payment thereof by the Beneficiary. No such demand shall be made unless and until there has been an Event of Default under the Contract or this Deed of Trust. Until such demand is made, the Grantor is authorized by the Beneficiary to collect or continue collecting such rents, issues, profits, revenues, royalties, rights and benefits; provided, however, the Grantor shall not collect any rents more than two months in advance without the prior written consent of the Beneficiary.

**Section 8. DAMAGE, DESTRUCTION OR CONDEMNATION.** Pursuant to Section 7.2 of the Contract, in the event of any damage or destruction to the Improvements on the Property and the Collateral, the Grantor shall have the option to repair and restore the Improvements on the Property and the Collateral, or to prepay the unpaid balance of principal and interest due under the Contract. Pursuant to Section 7.3 of the Contract, in the event of a loss of title, condemnation or taking of all or any part of the Property, the Grantor shall have the option to restore the Property or to prepay the unpaid balance of principal and interest due under the Contract.

**Section 9. SECURITY AGREEMENT.**

(a) This Deed of Trust shall constitute a security agreement with respect to all Collateral of the Grantor. The Grantor hereby grants to the Beneficiary a security interest in the Collateral including, without limitation, all boilers, all heating, air conditioning and ventilating components and systems, all lighting, electrical power, plumbing, sprinkler and water components and systems, all carpets, wall coverings, screens and drapes, all mechanical and hydraulic components and systems and all appliances located on and used in connection with the operation or maintenance of the Improvements to the extent any of the foregoing constitutes personal property. The security interest in, and lien upon the Collateral shall be in addition to, and not in lieu of, any lien upon or security interest in the Collateral acquired under real property law.

With respect to those items of the Collateral which are or are to become fixtures related to the Property, **this Deed of Trust shall constitute a financing statement filed as a fixture filing.** The lien upon fixtures granted herein and perfected hereby shall be in addition to, and not in lieu of, any lien upon fixtures acquired under real property law. The fixtures are located on the land described on **Exhibit A** hereto, and the Grantor is the record owner of such land. The name and address of the Grantor, as debtor, and the Beneficiary, as secured party, are set forth in Section 11 hereof. The lien upon fixtures granted herein and perfected hereby shall be in addition to and not in lieu of any lien upon fixtures acquired under real property law.

**Section 10. ENVIRONMENTAL COVENANTS.**

(a) To the best of the Grantor's knowledge, the Property is not now and has not ever been used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce or process Hazardous Materials and that no Hazardous Materials have ever been installed on such Property except as otherwise disclosed to the Beneficiary as required by the Contract. The Grantor covenants that such Property shall be kept free of Hazardous Materials and shall not be used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce or process Hazardous Materials, except in connection with the normal construction, maintenance and operation of the Project and in compliance with all Environmental Laws. The Grantor shall not cause or permit as a result of any intentional or unintentional act or omission on the part of the Grantor or any lessee, tenant, subtenant, licensee, guest, invitee, employee, agent or contractor, the installation of Hazardous Materials in the Project or a release of Hazardous Materials onto the Property or suffer the presence of Hazardous Materials on the Property, except in connection with the normal construction, maintenance and operation of the Project and in compliance with all Environmental Laws. The Grantor shall comply with and ensure compliance by all sublessees, tenants, subtenants, licensees, guests, invitees, employees, agents and contractors with all applicable federal, state and local laws, ordinances, rules and regulations with respect to Hazardous Materials and shall keep the Property free and clear of any liens imposed pursuant to such laws, ordinances, rules and regulations. The Grantor has not received any notice from any governmental agency, entity or any other person who receives any notices from any governmental agency, entity or any other person with regard to Hazardous Materials on, from or affecting the Property. In the event the Grantor does receive any such notices, the Grantor shall immediately notify the Beneficiary. The Grantor, at no expense to the Beneficiary, shall conduct and complete all investigations, studies, sampling and testing and all remedial, removal and other actions necessary to comply with all applicable Environmental Laws.

(b) Notwithstanding the description of Collateral contained in this Deed of Trust, all Hazardous Materials (as defined in this Section) are specifically excluded from Collateral subject to this Deed of Trust. In addition, any and all underground storage tanks and piping located on the Property described above are specifically [check one]:

\_\_\_\_\_ included as part of the Property.   x   excluded as part of the Property.

**Section 11. NOTICES.** All notices, certificates and other communications hereunder shall be deemed given when mailed by registered or certified mail, postage prepaid, return receipt requested, addressed as follows: if to the Beneficiary, PNC Bank, National Association, 301 Fayetteville Street, Suite 2100, Raleigh, NC 27601; if to the Trustee, CB Services, Inc., 301 Fayetteville Street, Suite 2100, Raleigh, NC 27601; and if to the Grantor, 177 Dick Street, Fayetteville, NC 28301 Attention: Finance Director. The Grantor, the Trustee and the Beneficiary may, by written notice given hereunder, designate a different address where communications should be sent.

**Section 12. MISCELLANEOUS.**

(a) No delay or forbearance by the Beneficiary in exercising any or all of its rights hereunder or rights otherwise afforded by law shall operate as a waiver thereof or preclude the exercise thereof during the continuance of any default as set forth herein or in the event of any subsequent default hereunder. In the event that the Beneficiary or the Trustee voluntarily or otherwise shall become a party to any suit or legal proceeding to protect the Property or to protect the title of the Trustee created by this Deed of Trust, the Trustee and the Beneficiary shall be saved harmless and shall be reimbursed by the Grantor for any amounts paid, including all reasonable costs, charges and attorney's fees incurred in any such suit or proceeding to the full extent permitted by law. These amounts together with interest on the amounts at the rate set forth in the Contract shall be secured by this Deed of Trust and their payment enforced as if they were a part of the original debt.

(b) It is specifically agreed that the parties hereto shall in no event be deemed to have contracted for a greater rate of interest than the maximum rate permitted by law. Should a greater amount be collected, it shall be construed as a mutual mistake of the parties and the excess shall be returned to the party making such a payment.

(c) The Beneficiary shall at any time have the irrevocable right to remove the Trustee herein named without notice or cause and to appoint his successor by an instrument in writing, duly acknowledged, in such form as to entitle such written instrument to be recorded in North Carolina. In the event of the death or resignation of the Trustee herein named, the Beneficiary shall have the right to appoint his successor by such written instrument. Any Trustee so appointed shall be vested with the title to the Property and shall possess all the powers, duties and obligations herein conferred on the Trustee in the same manner and to the same extent as though such person were named herein as Trustee.

(d) All the terms and conditions of the Contract pursuant to which the obligations secured hereby are incurred, are incorporated by this reference and made a part hereof. To the extent of any conflict between this Deed of Trust and the Contract, the Contract shall take priority.

(e) The covenants, terms and conditions herein contained shall bind, and the benefits and powers shall inure to, the respective successors and assigns of the parties hereto. Whenever used herein, the singular number shall include the plural, the plural the singular. If two or more parties have joined as Grantor, each of the parties shall be jointly and severally obligated to perform the conditions and covenants herein contained. Notwithstanding the foregoing, any Grantor who executes this Deed of Trust but who does not execute the Contract hereby secured has executed the Deed of Trust only to subject whatever interest such Grantor has or may hereafter have in the Property, Improvements and Collateral to the lien and security interest created by this Deed of Trust. The term "Beneficiary" shall include any payee of the indebtedness hereby secured and any transferee or assignee thereof, whether by operation of law or otherwise.

**Section 13. LIMITED OBLIGATION OF THE GRANTOR.**

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, PURSUANT TO SECTION 160A-20 OF THE GENERAL STATUTES OF NORTH CAROLINA, NO DEFICIENCY JUDGMENT SHALL BE RENDERED AGAINST THE GRANTOR IN ANY ACTION FOR BREACH BY THE GRANTOR OF ITS OBLIGATIONS UNDER THE CONTRACT; THE REMEDIES PROVIDED UNDER THIS DEED OF TRUST, INCLUDING FORECLOSURE UNDER THIS DEED OF TRUST, BEING THE SOLE REMEDY GRANTED HEREBY. THE TAXING POWER OF THE GRANTOR IS NOT AND MAY NOT BE PLEDGED IN ANY WAY, DIRECTLY OR INDIRECTLY, TO SECURE THE PAYMENT OF ANY MONEYS DUE UNDER THE CONTRACT, INCLUDING THE INSTALLMENT PAYMENTS OR ADDITIONAL PAYMENTS UNDER THE CONTRACT, OR ANY OTHER INSTRUMENT CONTEMPLATED HEREBY OR THEREBY. No provision of this Deed of Trust shall be construed or interpreted as creating a pledge of the faith and credit of Grantor within the meaning of the Constitution of the State of North Carolina. This Deed of Trust shall not directly or indirectly or contingently obligate Grantor to make any payments beyond the amount appropriated, if any, in the sole discretion of the Grantor for any fiscal year in which this Deed of Trust shall be in effect. Grantor may at the end of any fiscal year terminate its future payment obligations under the Contract secured by this Deed of Trust if Grantor has not appropriated sufficient funds to make the next fiscal year's scheduled payment obligations; however, during each fiscal year, Grantor shall exercise its best efforts to appropriate funds for such obligations due in the next fiscal year. **No deficiency judgment may be rendered against Grantor in any action for breach of a contractual obligation under the Contract or this Deed of Trust and the taxing power of the Grantor is not and may not be pledged directly or indirectly to secure any moneys due thereunder or hereunder.** In addition, any terms of this Deed of Trust which is, or may have the effect of being, a "non-substitution clause" is void and of no effect. To the extent of any conflict between this Section and any other provision of this Deed of Trust, this Section shall take priority. Notwithstanding the foregoing, nothing in this Section is intended to impair or prohibit foreclosure under this Deed of Trust if the Installment Payments (as defined under the Contract) are not paid when due or otherwise upon the occurrence of any Event of Default, and in such event, Beneficiary may request the Trustee to foreclose on the Property and Collateral as provided in this Deed of Trust.

**Section 14. FUTURE ADVANCES.** The obligations under the Contract secured by this Deed of Trust include present and future obligations of Grantor to Beneficiary, and this Deed of Trust is executed to secure all such obligations. The period in which future obligations may be incurred and secured by this Deed of Trust is the period between the date hereof and that date which is thirty (30) years from the date hereof. The amount of present obligations secured by this Deed of Trust is [ \_\_\_\_\_ ] and No/100 Dollars (\$ \_\_\_\_\_), and the maximum principal amount, including present and future obligations, which may be secured by this Deed of Trust at any one time is Ten Million and No/100 Dollars (\$11,220,000). Any additional amounts advanced by Beneficiary pursuant to the provisions of this Deed of Trust shall be deemed necessary expenditures for the protection of the security. Each future advance need not be evidenced by a written instrument or notation signed by Grantor stipulating that such advance is secured by this Deed of Trust. All future obligations shall be considered to be made pursuant to the requirements of North Carolina General Statutes Section 45-67, et seq., or any amendments thereto.



**Exhibit A**

**Legal Description for Spring Lake Library and Family Resource Center**

**Exhibit B**

**Permitted Encumbrances**

AMY H. CANNON  
County Manager

SALLY S. SHUTT  
Assistant County Manager



MELISSA C. CARDINALI  
Assistant County Manager

W. TRACY JACKSON  
Assistant County Manager



ITEM NO. \_\_\_\_\_

4M

OFFICE OF THE COUNTY MANAGER

**MEMORANDUM FOR BOARD OF COMMISSIONERS' AGENDA OF AUGUST 21, 2017**

**TO:** BOARD OF COUNTY COMMISSIONERS

**FROM:** AMY H. CANNON, COUNTY MANAGER 

**DATE:** AUGUST 16, 2017

**SUBJECT:** PUBLIC HEARING ON EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT

**BACKGROUND**

The Sheriff's Office is eligible to apply for funding through the Edward Byrne Memorial Assistance Grant through the United States Department of Justice. This grant continues the Department of Justice effort to support law enforcement at the local level.

This year the Sheriff's Office and the City of Fayetteville Police Department must submit a joint application. Even though this is a joint application, each agency will be able to use the funds for their own priorities. The Department of Justice uses crime statistics and population to compute the award. The grant allocation is \$145,743, with \$39,212 for the Sheriff's Office share and \$106,531 for the Fayetteville Police Department. Under the JAG Grant, there is no fund match.

As part of the USDOJ requirements, the public must be offered the opportunity to comment. The Sheriff's Office will publicly advertise the grant opportunity and will brief the Board of Commissioners. The Public Hearing advertisement for this grant was advertised in the Fayetteville Observer on Saturday, August 12, 2017.

This Public Hearing is scheduled for Monday, August 21, 2017 at the Cumberland County Board of Commissioners' Meeting.

**RECOMMENDATION/PROPOSED ACTION**

Conduct the Public Hearing and approve the Memorandum of Understanding and authorize the County Manager to sign the application submittal.

/ct  
CM081617-1



**ENNIS W. WRIGHT, SHERIFF**  
**CUMBERLAND COUNTY SHERIFF'S OFFICE**



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*An Internationally Accredited Law Enforcement Agency*

TO: Amy Cannon, County Manager

FROM: Ennis Wright, Sheriff 

RE: Agenda Topic: Public Hearing for  
Edward Byrne Memorial Justice Assistance Grant (JAG)

DATE: August 16, 2017

The Sheriff's Office is fortunate to again be eligible to apply for funding from the Edward Byrne Memorial Justice Assistance Grant (JAG) through the United States Department of Justice (USDOJ). This grant continues the UPDOJ efforts to support law enforcement at the local level.

The Cumberland County Sheriff's Office and the City of Fayetteville Police Department must submit a joint application, but each agency may use the funds for their own priorities. The grant allocation is \$145,743, with \$39,212 for the Sheriff's Office and \$106,531 for the Fayetteville Police Department.

The USDOJ requires the public be offered an opportunity to comment. The Sheriff's Office publically advertised the grant opportunity in the Fayetteville Observer, Saturday Extra edition, on Saturday, August 12, 2017. We also request to brief the Board of Commissioners and request the required public hearing occur as part of the Monday, August 21, 2017 County Commissioners meeting.

A Memorandum of Understanding, which is required, has been prepared, and the County Finance department is aware of this grant. The enclosed Program Narrative describes the intended use of the grant. Please forward this to the members of the Board of Commissioners as soon as possible to satisfy the USDOJ notification requirements.

Should you have any additional questions or need any additional information, please contact Lisa Blausner, Sheriff's Office Business Manager, at 910-677-5551. Thank you.

THE STATE OF NORTH CAROLINA

KNOW ALL BY THESE PRESENT

COUNTY OF CUMBERLAND

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF FAYETTEVILLE, NC AND COUNTY OF CUMBERLAND,  
NC**

**2017 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD**

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between The COUNTY of CUMBERLAND, acting by and through its governing body, the Cumberland County Board of Commissioners, hereinafter referred to as COUNTY, and the CITY of FAYETTEVILLE, acting by and through its governing body, the City Council, hereinafter referred to as CITY, both of Cumberland County, State of North Carolina, witnesseth:

**WHEREAS**, this Agreement is made under the authority of Sections 153A-14 and 160A-17.1 of the North Carolina General Statutes: and

**WHEREAS**, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party: and

**WHEREAS**, each governing body finds that the performance of this Agreement is in the best interest of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement: and

**WHEREAS**, the COUNTY agrees to serve as the fiscal agent and will file a single joint application for the FY 2017 JAG funds.

**NOW THEREFORE, the COUNTY and CITY agree as follows:**

**Section 1.**

The COUNTY agrees to provide the CITY their allocated funding amount of One Hundred Eight Thousand, Seven Hundred Ninety Five dollars (\$106,531), as computed by the US Department of Justice.

**Section 2.**

The COUNTY, acting as fiscal agent, will not request funding to cover administrative costs. The COUNTY, acting as fiscal agent, will submit quarterly programmatic and financial reports to the US Department of Justice. The CITY agrees to forward pertinent data regarding the CITY'S program initiatives related to this grant award to assist the COUNTY in completing the aforementioned reports.

**Section 3.**

The COUNTY intends to use its share for communications and the CITY intends to use its share for equipment and supplies.

**Section 4.**

Nothing in the performance of this Agreement shall impose any liability for claims brought against the CITY.

**Section 5.**

Nothing in the performance of this Agreement shall impose any liability for claims brought against the COUNTY.

**Section 6.**

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

**Section 7.**

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

**Section 8.**

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

This Memorandum of Understanding shall be effective on October 1, 2016 and expire upon the 30th day of September, 2020.

CITY OF FAYETTEVILLE

COUNTY OF CUMBERLAND

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
County Manager

ATTEST:

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Clerk to the Board

APPROVED FOR LEGAL SUFFICIENCY:

APPROVED FOR LEGAL SUFFICIENCY

\_\_\_\_\_  
City of Fayetteville Legal Counsel

\_\_\_\_\_  
County Attorney's Office

This instrument has been pre-audited in the manner required by the local government budget and fiscal control act

\_\_\_\_\_  
County Finance Director

RICKEY L. MOOREFIELD  
County Attorney



ITEM NO. \_\_\_\_\_

5

PHYLLIS P. JONES  
Assistant County Attorney

ROBERT A. HASTY, JR.  
Assistant County Attorney

**OFFICE OF THE COUNTY ATTORNEY**

5<sup>th</sup> Floor, New Courthouse • P.O. Box 1829 • Suite 551 • 117 Dick Street, Fayetteville, North Carolina 28302-1829  
(910) 678-7762

**MEMO FOR THE AGENDA OF THE AUGUST 21, 2017,  
MEETING OF THE BOARD OF COMMISSIONERS**

**TO:** Board of Commissioners; Finance Officer; Reg. of Deeds; Sr. Asst. Reg. of Deeds Lisa Scales  
**FROM:** Co. Atty. *R. Moorefield*  
**DATE:** August 15, 2017  
**SUBJECT:** Conduct of Hearing to Consider Request for Refund of Excise Tax for Two Deeds of Conveyance Recorded by Single Source Real Estate Services, Inc.

**BACKGROUND:**

At its August 7, 2017, meeting the Board of Commissioners approved the request of Single Source Real Estate Services, Inc., for a refund of the county's one-half of the excise tax paid for recording two deeds for the reason that each of them was recorded twice and to set the hearing required for this matter at the August 21, 2017, meeting. The Register of Deeds recommended that these refunds be granted. One is in the amount of \$210 and the other is \$165. The county attorney confirmed that each of these deeds was recorded twice by separate deeds. The county attorney further confirmed that Sr. Asst. Reg. of Deeds Lisa Scales gave notice of the hearing to the taxpayer. Back-up documentation was provided in the agenda of the August 7, 2017, meeting.

**RECOMMENDATION/PROPOSED ACTION:**

The county attorney recommends that the board conduct the hearing and approve the requested refund upon the taxpayer filing an instrument for each twice-recorded deed stating that the second deed did not convey any interest in real property because the property had been conveyed by the grantor to the grantee by the first-recorded deed.



GLENN B. ADAMS  
Chairman

CHARLES E. EVANS  
Vice Chairman

MICHAEL C. BOOSE  
JEANNETTE M. COUNCIL  
W. MARSHALL FAIRCLOTH  
JIMMY KEEFE  
LARRY L. LANCASTER

CANDICE WHITE  
Clerk to the Board

KELLIE BEAM  
Deputy Clerk

**CUMBERLAND**  
★ **COUNTY** ★  
NORTH CAROLINA

ITEM NO. 6A

**BOARD OF COMMISSIONERS**

August 15, 2017

**August 21, 2017 Agenda Item**

TO: Board of Commissioners

FROM: Kellie Beam, Deputy Clerk to the Board *KB*

SUBJECT: Fayetteville-Cumberland Parks and Recreation Advisory  
Commission

BACKGROUND: The Fayetteville-Cumberland Parks and Recreation Advisory Commission has the following two (2) vacancies:

**Stacy Carr III** – completed first term. Eligible for reappointment.

**Scott Pope** – completed first term. Eligible for reappointment.

I have attached the current membership list and applicant list for this board.

**PROPOSED ACTION: Nominate individuals to fill the two (2) vacancies above.**

Attachments

pc: Michael Gibson, Parks and Recreation Director, City of Fayetteville

## **Fayetteville-Cumberland Parks and Recreation Advisory Commission**

The Parks and Recreation Advisory Commission advises, informs and promotes the dedication and establishment of parks and recreation areas in all sections of Cumberland County with the ultimate aim of making neighborhood playgrounds and parks accessible to all citizens of the County.

**Statutory Authorization:** NCGS 160A-354

### **Member Specifications:**

7 Members

**Term:** 3 Years

**Compensation:** None

### **Duties:**

- Promotes studies and plans of the recreational needs of the County;
- Informs and advises the Board of County Commissioners and public of the needs for facilities and programs;
- Advises the Recreation Director in planning recreational programs, acquiring land and water areas and in accepting any grant, gift, bequest or donation of any personal or real properties offered or made available for recreational purposes.

**Meetings:** 1st Tuesday of every month at 5:45 PM. Meetings last one to one and one-half hours with occasional committee meetings as needed.

**Meeting Location:** 121 Lamon Street Fayetteville, NC

FAYETTEVILLE-CUMBERLAND  
PARKS AND RECREATION ADVISORY COMMISSION  
3 Year Terms  
(Terms were initially 2 and 3 years)

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
Steven Harper (B/M) 5707 Bashford Court Fayetteville, NC 28304 910-425-9643	6/16	2nd	June/19 6/30/19	No
Iva Marie Kelly (-/F) 1844 Gola Drive Fayetteville, NC 28301 910-488-5302	6/16	1st	June/19 6/30/19	Yes
Antonio Gerald (B/M) 2830 Whisper Oaks Ct Fayetteville, NC 28306 779-0632	6/16	1st	June/19 6/30/19	Yes
Harold Smelcer 3209 Boone Trail Fayetteville, NC 28306 910-425-1769	6/16	1st	June/19 6/30/19	Yes
William McNeill (B/M) 702 Deep Creek Road Fayetteville, NC 28312 483-2402	6/16	2nd	June/19 6/30/19	No
Stacy Carr III (W/M) 560 Fred Hall Road Stedman, NC 28391 483-6856/813-5425	6/14	1st	June/17 6/30/17	Yes
Scott Pope (W/M) 2922 Wycliffe Court Fayetteville, NC 28306 910-426-0863	6/14	1st	June/17 6/30/17	Yes

Commissioner Liaison: Commissioner Charles Evans

Meetings: 1st Tuesday of every month at 5:45 PM – Parks and Recreation Admin Bldg. 121 Lamon Street  
Contact: Michael Gibson/Adrianna Thomas, City of Fayetteville, Phone 433-1547, Fax 433-1762

**APPLICANTS FOR  
FAYETTEVILLE-CUMBERLAND PARKS AND RECREATION ADVISORY COMMISSION**

<b><u>NAME/ADDRESS/TELEPHONE</u></b>	<b><u>OCCUPATION</u></b>	<b><u>EDUCATIONAL BACKGROUND</u></b>
BECK, REBECCA E. (I/F) 3605 PERSIMMON RD HOPE MILLS, NC 28348 286-0759 (H) / 867-9700 X 2579 (W) Graduate-County Citizens' Academy: YES Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO	INFORMATION SYSTEMS MANAGER PARTNERSHIP FOR CHILDREN	AAS-PUBLIC ADMIN.
BILLINGER, RASHAMELL 904 CUFFLEY LOOP FAYETTEVILLE NC 28314 910-977-6386 <u>1991JULY28@GMAIL.COM</u> Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO <b>CATEGORY: GENERAL PUBLIC</b>	N/A	COLLEGE
CAIN, THOMAS (-/M) 2786 BAYWOOD RD EASTOVER NC 28312 910-630-3970 Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO	RETIRED	HS
DECOSTA, JOSEPH (W/M) 7016 MARINERS LANDING DR FAYETTEVILLE NC 28306 286-9686/396-5724 <b>**SERVES ON THE BOARD OF ADJUSTMENT**</b> Graduate-County Citizens' Academy: Starts September 2013 Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO	US WARRANT OFFICER US ARMY	CURRENT STUDENT
DOUGLAS, RYAN (B/M) 2031 RAYCONDA ROAD FAYETTEVILLE NC 28314 910-977-4041 Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO	PHARMACEUTICAL SALES REP KOWA PHARMACEUTICAL	BS

FAYETTEVILLE-CUMBERLAND PARKS AND RECREATION ADVISORY COMMISSION, PAGE 2

<u>NAME/ADDRESS/TELEPHONE</u>	<u>OCCUPATION</u>	<u>EDUCATIONAL BACKGROUND</u>
DYKES, JOSEPH MICHAEL (B/M) 5764 PEPPERBUSH DR FAYETTEVILLE NC 28304 823-6075/823-6046	SALES/SECURITY BUS DRIVER FAY. PUBLISHING CO.	ASSOCIATES-POLITICAL SCIENCE
<b>**SERVES ON THE BOARD OF ADJUSTMENT**</b>		
Graduate-County Citizens' Academy: No Graduate-Institute for Community Leadership: No Graduate-Leadership Fayetteville: No Graduate-United Way's Multi-Cultural Leadership Program: No Graduate-other leadership academy: No		
EISENBARTH, HENRY (OTHER/M) 786 ASHFIELD DRIVE FAYETTEVILLE NC 28311 480-0012/624-2304	RETIRED ARMY OFFICER NA-KAO SOLUTIONS	CAMPBELL UNIVERSITY
Graduate-County Citizens' Academy: YES Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO		
FORD, STANLEY (B/M) 4013 POLK DRIVE HOPE MILLS, NC 28348 910-425-5639	BANKING/MORTGAGES NOT LISTED	BACHELORS
Graduate-County Citizens' Academy: N/A Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO		
GOODHEART, PERRY (W/M) 6408 ALGERIAN DRIVE HOPE MILLS, NC 28348 424-9596/462-4331	NETWORK ADMINISTRATOR PUROLATOR	AS BSBE
Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO		
HATCHER, GEORGE R. SR. (W/M) 3534 AB CARTER RD FAYETTEVILLE NC 28312 483-5896/818-8263	RETIRED CIVIL SERVICE	SOME COLLEGE
<b>*SERVES ON THE SENIOR CITIZENS ADVISORY COMMISSION*</b>		
Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO		

FAYETTEVILLE-CUMBERLAND PARKS AND RECREATION ADVISORY COMMISSION, PAGE 3

NAME/ADDRESS/TELEPHONE	OCCUPATION	EDUCATIONAL BACKGROUND
HODGE, OLIVER DR. (B/M) 537 OLD FARM RD FAYETTEVILLE, NC 28314 487-0886/483-0409	DENTIST DR. OLIVER HODGE DENTISTRY	BS DDS
<b>*SERVES ON THE BOARD OF HEALTH*</b>		
Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO		
ISON, ROGER (W/M) 2200 DUNN ROAD EASTOVER NC 28312 485-0639/580-3928	DISABLED	BS-BUSINESS ADMIN. BA-GEOGRAPHY AS-INFORMATION SYSTEMS AS-INTERNET TECH.
Graduate-County Citizens' Academy: YES Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO		
JONES, MONICA (B/F) 4640 DUDLEY ROAD FAYETTEVILLE NC 28312 486-7933/571-306-5600	RESEARCH ANALYST DELTEK, INC	NONE LISTED
Graduate-County Citizens' Academy: N/A Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: YES Graduate-other leadership academy: NO		
LAWSON, BURTON (W/M) 895 MIDDLE ROAD FAYETTEVILLE NC 28312 723-2142/433-2161	CONSTRUCTION SUPERVISOR OPERATION INASMUCH	BS
Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: YES Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO		
LODHI, MUHAMMAD DR. (ASIAN/M) 2008 ASHRIDGE DRIVE FAYETTEVILLE NC 28304 401-2137/651-983-3903	COLLEGE PROFESSOR FTCC	PHD-PLANT BREEDING BIOMETRY MS-HORTICULTURE
Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO		

FAYETTEVILLE-CUMBERLAND PARKS AND RECREATION ADVISORY COMMISSION, PAGE 4

<u>NAME/ADDRESS/TELEPHONE</u>	<u>OCCUPATION</u>	<u>EDUCATIONAL BACKGROUND</u>
<p>LONG, STACY MICHAEL (W/M)            1909 PARTRIDGE DRIVE            FAYETTEVILLE NC 28304            919-896-8970/919-633-8244            Graduate-County Citizens' Academy: NO            Graduate-Institute for Community Leadership: NO            Graduate-Leadership Fayetteville: NO            Graduate-United Way's Multi-Cultural Leadership Program: NO            Graduate-other leadership academy: NO</p>	<p>PASTOR/CEO            INGRESS MINISTRIES</p>	<p>BACHELORS-THEOLOGY</p>
<p>MCGEACHY, JEREL (B/M)            1448 AVONCROFT DRIVE            FAYETTEVILLE NC 28306            910-978-5814            Graduate-County Citizens' Academy: NO            Graduate-Institute for Community Leadership: NO            Graduate-Leadership Fayetteville: NO            Graduate-United Way's Multi-Cultural Leadership Program: NO            Graduate-other leadership academy: POLICY ACADEMY</p>	<p>POLICE OFFICER            NORTH CAROLINA</p>	<p>ASSO</p>
<p>MEEKINS, BRANDIE R (B/F)            360 BUBBLE CREEK COURT UNIT 11            FAYETTEVILLE, NC 28311            476-4453/678-2560            Graduate-County Citizens' Academy: NO            Graduate-Institute for Community Leadership: YES            Graduate-Leadership Fayetteville: NO            Graduate-United Way's Multi-Cultural Leadership Program: NO            Graduate-other leadership academy: NO</p>	<p>ASSISTANT DISPATCHER            CC SCHOOLS</p>	<p>BS-CRIMINAL JUSTICE</p>
<p>MILES, LINDA H (W/F)            5608 PAR COURT            HOPE MILLS, NC 28348            910-426-1606/910-818-1172            Graduate-County Citizens' Academy: NO            Graduate-Institute for Community Leadership: NO            Graduate-Leadership Fayetteville: NO            Graduate-United Way's Multi-Cultural Leadership Program: NO            Graduate-other leadership academy: NO</p>	<p>FINANCIAL SECRETARY</p>	<p>SOME COLLEGE</p>
<p>MINER, ARCHBISHOP JOHN ANTOINE SR. (B/M)            217 INGLESIDE DRIVE            FAYETTEVILLE NC 28303            835-6177/364-9522  <u>APOSTLE.MINER@GMAIL.COM</u>            Graduate-County Citizens' Academy: NO            Graduate-Institute for Community Leadership: NO            Graduate-Leadership Fayetteville: NO            Graduate-United Way's Multi-Cultural Leadership Program: NO            Graduate-other leadership academy: NO</p>	<p>PASTOR            RETIRED ARMY</p>	<p>DOCTOR OF PHILOSOPHY</p>
<p><b>CATEGORY: GENERAL PUBLIC</b></p>		

FAYETTEVILLE-CUMBERLAND PARKS AND RECREATION ADVISORY COMMISSION, PAGE 5

<u>NAME/ADDRESS/TELEPHONE</u>	<u>OCCUPATION</u>	<u>EDUCATIONAL BACKGROUND</u>
MORRISON, SHERRYCE (B/F) 504 ANONA DRIVE FAYETTEVILLE, NC 28314 764-0200/224-1803 Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO	N/A	HS SOME COLLEGE
QUIGLEY, GEORGE (W/M) 616 BLAWELL CIRCLE STEDMAN, NC 28391 910-485-2980 / 910-286-5508 Graduate-County Citizens' Academy: No Graduate-Institute for Community Leadership: No Graduate-Leadership Fayetteville: No Graduate-United Way's Multi-Cultural Leadership Program: Facilitator Graduate-other leadership academy: No	RETIRED PART TIME INSTRUCTOR FTCC <b>*SERVES ON THE JOINT APPEARANCE COMMISSION*</b>	BS MBA-FINANCE
SIMMONS, LAZARUS (B/M) 2323 CAITHNESS DR FAYETTEVILLE NC 28306 910-818-4891 Graduate-County Citizens' Academy: N/A Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO	RETIRED	BS-BUSINESS ADMIN.
WHITE, LILLIE (B/F) 6496 TARRYTOWN DR FAYETTEVILLE NC 28314 910-867-3178 Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO	RETIRED	BS-BUSINESS ADMIN.
WILDERMAN, MARK (W/M) 222 QUEENSBERRY DRIVE FAYETTEVILLE NC 28303 964-2050/864-4633 <a href="mailto:MARK.WILDERMAN@YAHOO.COM">MARK.WILDERMAN@YAHOO.COM</a> Graduate-County Citizens' Academy: No Graduate-Institute for Community Leadership: No Graduate-Leadership Fayetteville: YES Graduate-United Way's Multi-Cultural Leadership Program: No Graduate-other leadership academy: No <b>CATEGORY: GENERAL PUBLIC</b>	PRESIDENT SAAM'S PARTY TENTS	SOME COLLEGE

FAYETTEVILLE-CUMBERLAND PARKS AND RECREATION ADVISORY COMMISSION, PAGE 6

<b><u>NAME/ADDRESS/TELEPHONE</u></b>	<b><u>OCCUPATION</u></b>	<b><u>EDUCATIONAL BACKGROUND</u></b>
WILLIAMS, TERRY (B/M) 674 BAYWOOD ROAD FAYETTEVILLE, NC 28312 435-0960/658-7586 Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO	DISABLED VETERAN	MASTERS-COMPUTER SCIENCE BS-COMPUTER SCIENCE AS-COMPUTER STUDIES



GLENN B. ADAMS  
Chairman

CHARLES E. EVANS  
Vice Chairman

MICHAEL C. BOOSE  
JEANNETTE M. COUNCIL  
W. MARSHALL FAIRCLOTH  
JIMMY KEEFE  
LARRY L. LANCASTER

CANDICE WHITE  
Clerk to the Board

KELLIE BEAM  
Deputy Clerk

**CUMBERLAND**  
★ **COUNTY** ★  
NORTH CAROLINA

**BOARD OF COMMISSIONERS**

ITEM NO. 7A

August 16, 2017

**August 21, 2017 Agenda Item**

TO: Board of Commissioners  
FROM: Kellie Beam, Deputy Clerk to the Board *VB*  
SUBJECT: Cumberland County Workforce Development Board

BACKGROUND: On August 7, 2017, the Board of Commissioners nominated the following individual to fill one (1) vacancy on the Cumberland County Workforce Development Board:

Representative of Economic Development:  
**Robert Van Geons** (new appointment)

I have attached the current membership list for this board.

**PROPOSED ACTION: Appoint individual to fill the one (1) vacancy above.**

Attachment

CUMBERLAND COUNTY WORKFORCE DEVELOPMENT BOARD  
(FORMERLY, PRIVATE INDUSTRY COUNCIL)  
3 Year Terms

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
<u>Representative of Business:</u>				
David McCune (W/M) 106 Penmark Pl Fayetteville, NC 28301 476-2976/424-2978 (W)	10/14	2nd	Oct/17 10/31/17	No
Linda Hoppmann (W/F) 5331 Rimrock Ct Fayetteville, NC 28303 826-4939/483-5016 (W)	11/14	3 <sup>rd</sup>	Nov/17 11/30/17	No
Randall Newcomer (W/M) 109 Cypress Lakes Circle Hope Mills, NC 28348 308-5432/424-1776 (W)	10/14	2nd	Oct/17 10/31/17	No
Esther Thompson (F) 511 Forest Lakes Rd Fayetteville, NC 28305 323-9687 (H) / 670-5515 (W)	11/14	2nd	Nov/17 11/30/17	No
Jensen McFadden (B/M) 1717 Sykes Pond Rd Fayetteville, NC 28304 868-9067/850-8409	1/15	1 <sup>st</sup>	Jan/18 1/31/18	Yes
Rodney Anderson (B/M) 4321 Huntsfield Rd Fayetteville, NC 28314 826-0366/922-1214	4/17	2nd	Apr/20 4/30/20	No
Joy Miller (W/F) 210 Queensberry Drive Fayetteville, NC 28303 864-1955/309-3645/615-6799	2/16	1 <sup>st</sup>	Feb/19 2/28/19	Yes
*serving unexpired term; eligible for an additional term*				
Jesse A. Brayboy Jr. 105 Ruritan Drive Fayetteville, NC 28314 527-9717/822-1700	2/16	1 <sup>st</sup>	Feb/19 2/28/19	Yes

Cumberland County Workforce Development Board, page 2

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
Chad Kormanek (-/M) 4437 Bent Grass Drive Fayetteville, NC 28312 213-6329/916-3125	2/16	1 <sup>st</sup>	Feb/19 2/28/19	Yes
Dina Simcox (W/F) 421 Foxwood Drive Hope Mills, NC 28348 728-3910/868-7668	2/16	1 <sup>st</sup>	Feb/19 2/28/19	Yes
Jonathan Warren (H/M) 5815 Rainsford Drive Fayetteville, NC 28311 354-0676/307-3050	2/16	1 <sup>st</sup>	Feb/19 2/28/19	Yes
R. Jonathan Charleston (B/M) 132 Great Oaks Drive Fayetteville, NC 28303 488-3368/485-2500	2/16	1 <sup>st</sup>	Feb/19 2/28/19	Yes
Kent Listoe 6712 Jacobs Creek Circle Fayetteville, NC 28306	10/16	1 <sup>st</sup>	Oct/19 10/31/19	Yes
Jimmy Driscoll (W/M) 5622 Walking Trail Way Hope Mills, NC 28348 425-8567/483-7171	9/16	1 <sup>st</sup>	Sep/19 9/30/19	Yes
Marty Cayton 6841 Munford Drive Fayetteville, NC 28306	10/16	1 <sup>st</sup>	Oct/19 10/31/19	Yes
Isabella Effen 6520 Brookshire Road Fayetteville, NC 28314	10/16	1 <sup>st</sup>	Oct/19 10/31/19	Yes
<u>Representative of Workforce:</u>				
Charlene Cross (B/F) 1949 Culpepper Lane Fayetteville, NC 28304 630-1450/308-9413	3/16	2nd	Mar/19 3/31/19	No
Cynthia Wilson (B/F) 228 Summertime Road Fayetteville, NC 28303 864-9602/485-6131	11/14	1st	Nov/17 11/30/17	Yes

Cumberland County Workforce Development Board, page 3

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
Crystal Bennett (W/F) 2654 Rivercliff Road Fayetteville, NC 28301 429-4930/630-0106	8/16	1 <sup>st</sup>	Aug/19 8/31/19	Yes
Carl Manning (B/M) 328 Kimberwicke Drive Fayetteville, NC 28311 818-9810-436-2426	8/16	1 <sup>st</sup>	Aug/19 8/31/19	Yes
David Servie (W/M) 1063 Mohawk Avenue Fayetteville, NC 28303 703-1846/429-3506	9/16	1 <sup>st</sup>	Sep/19 9/30/19	Yes
<u>Representative of Education/Training:</u>				
Pamela Gibson (W/F) 7526 Hammersley Road Fayetteville, NC 28306 423-1830/678-2416	3/16	2nd	Mar/19 3/31/19	No
David Brand (W/M) 1814 Morganton Road Fayetteville, NC 28305 393-9914/678-8307 <a href="mailto:davidlbrand@gmail.com">davidlbrand@gmail.com</a>	11/16	1 <sup>st</sup>	Feb/19 2/28/19	Yes
(serving unexpired term; eligible for one additional term)				
<u>Representative of Economic Development:</u>				
Catherine Johnson (W/F) FCCCC 524 Deerpath Drive Fayetteville, NC 28311 822-4809/484-4242 x247 (W)	1/14	3 <sup>rd</sup>	Aug/17 8/31/17	No
<u>Representative – Other:</u>				
Richard Everett (W/M) 408 Mirror Lake Drive Fayetteville, NC 28303 484-0432/677-2360 (W)	6/14	3rd	Oct/17 10/31/17	No
Jody Risacher (W/F) 3533 Sweetbay Circle Fayetteville, NC 28311 630-5102/483-7727	8/16	2nd	Aug/19 8/31/19	No

Cumberland County Workforce Development Board, page 4

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
Dallas Mack Freeman (B/M) 961 Kaywood Drive Fayetteville, NC 28311 488-9478/391-4177	2/16	1 <sup>st</sup>	Feb/19 2/28/19	Yes

Representative of Labor:

Charles Royal (W/M) 3054 Hayfield Road Wade, NC 28395 584-8993/822-1906	2/16	1 <sup>st</sup>	Feb/19 2/28/19	Yes
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Ellen Morales ( /F) (unlimited term - replaced by state agency)  
North Carolina Department of Human Resources  
Division of Vocational Rehabilitation Services  
1200 Fairmont Court  
Fayetteville, NC 28304

Josephus Thompson (unlimited term – replaced by state agency)  
Employment Security Commission  
414 Ray Avenue  
Fayetteville, NC 28301  
486-1010

Contact: Peggy Aazam (Administrative Support) 323-3421 x2126 paazam@co.cumberland.nc.us

Regular Meetings: 2<sup>nd</sup> Wednesday, every other month beginning in February 2016, 11:00 AM, meetings take place at various locations

Name Changed to Cumberland County Workforce Development Board, November, 1995

The Cumberland County Workforce Development Board reconstituted its membership composition to comply with the workforce Innovation and Opportunity Act of 2014 (WIOA) on February 1, 2016.



GLENN B. ADAMS  
Chairman

CHARLES E. EVANS  
Vice Chairman

MICHAEL C. BOOSE  
JEANNETTE M. COUNCIL  
W. MARSHALL FAIRCLOTH  
JIMMY KEEFE  
LARRY L. LANCASTER

CANDICE WHITE  
Clerk to the Board

KELLIE BEAM  
Deputy Clerk

**CUMBERLAND**  
★ **COUNTY** ★  
NORTH CAROLINA

**BOARD OF COMMISSIONERS**

ITEM NO. 73

August 15, 2017

**August 21, 2017 Agenda Item**

TO: Board of Commissioners  
FROM: Kellie Beam, Deputy Clerk to the Board *KB*  
SUBJECT: Transportation Advisory Board

BACKGROUND: On August 7, 2017, the Board of Commissioners nominated the following individual to fill one (1) vacancy on the Transportation Advisory Board:

Emergency Medical Services Representative:  
**Suzanne King** (new appointment)

I have attached a current membership list for this board.

**PROPOSED ACTION: Appoint individual to fill the one (1) vacancy above.**

Attachment

pc: Ifetayo Farrakhan, Planning & Inspections

## TRANSPORTATION ADVISORY BOARD

## 2 Year Term

*(All terms expire November 30<sup>th</sup> and begin December 1<sup>st</sup> according to the TAB bylaws.)*

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
<u>City of Fayetteville Representative</u>				
Adolphus Thomas 820 Our Street Fayetteville, NC 28314 364-8515/433-1935	6/16	1st	Nov/18 <b>11/30/18</b>	Yes
<u>Urban Transit Provider Representative</u>				
James Roper Fayetteville City Transit 455 Grove Street Fayetteville, NC 28301 433-1476/391-9953	11/15	2nd	Nov/17 <b>11/30/17</b>	No
<u>Mid-Carolina Council of Governments Director or Designee</u>				
Carla Smith Mid-Carolina Council of Governments 1004 Willow Street Fayetteville, NC 28303 273-5124/323-4191	11/15	2nd	Nov/17 <b>11/30/17</b>	No
<u>County DSS Director or Designee</u>				
Lisa Chance 5309 Ballester Street Hope Mills, NC 28348 677-2356/425-5650	11/15	2nd	Nov/17 <b>11/30/17</b>	No
<u>DSS Work First Representative</u>				
Angelita Marable Cumberland County DSS 839 Abilene Road Fayetteville, North Carolina 28303 864-1108/677-2489	11/15	2nd	Nov/17 <b>11/30/17</b>	No
<u>Workforce Development Center Director or Designee</u>				
Nedra Rodriguez 4112 Bent Grass Drive Fayetteville, NC 28312 306-1216/678-7676 <a href="mailto:nrodriguez@co.cumberland.nc.us">nrodriguez@co.cumberland.nc.us</a>	6/17	1st	Nov/18 <b>11/30/18</b>	Yes
				(serving unexpired term; eligible for two additional terms)

*(All terms expire November 30<sup>th</sup> and begin December 1<sup>st</sup> according to the TAB bylaws.)*

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
<u>Vocational Rehab Representative</u>				
Ellen Morales 3606 Wyatt Street Fayetteville, NC 28304 429-3001/486-1101	6/16	1st	Nov/18 <b>11/30/18</b>	Yes
<u>Sheltered Workshop Director or Designee</u>				
Dwayne D. Beason Sr. 5801 Rivercroft Rd Fayetteville, NC 28304 424-7170/751-3782	8/16	1st	Nov/18 <b>11/30/18</b>	Yes
				*serving unexpired term; eligible for two additional terms*
<u>Aging Programs Representative</u>				
Kenneth Dye 291 Steamboat Court Fayetteville, North Carolina 28314 308-6609/484-0111	11/15	1st	Nov/17 <b>11/30/17</b>	Yes
<u>Mental Health Representative</u>				
William H. Robinson 615 Riverfront Lane Fayetteville, NC 28314 910-491-4823	6/16	1st	Nov/18 <b>11/30/18</b>	Yes
<u>Emergency Medical Services Representative</u>				
<b>VACANT</b> (Vacated by R. McArdle)	6/16	1 <sup>st</sup>	Nov/18 <b>11/30/18</b>	Yes
<u>County Planning Department Director or Designee</u>				
Cecil Combs Cumberland County Planning Department P.O. Box 1829 Fayetteville, North Carolina 28302-1829 678-7606 (W)	11/16	1st	Nov/18 <b>11/30/18</b>	Yes

*(All terms expire November 30<sup>th</sup> and begin December 1<sup>st</sup> according to the TAB bylaws.)*

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
<u>County Health Director or Designee</u> VACANT (Vacated by B. Carraway)	8/16	1st	Nov/16 <b>11/30/16</b>	Yes

\*serving unexpired term, eligible for two additional terms\*

(NOTE: HD recommended Sharon Batten – TAB to send rec. to me after Oct 2017 mtg)

At-Large Representatives

Anne Morrison 3061 Stone Carriage Cir #C Fayetteville, NC 28304 339-2123/973-943-3334	11/16	2nd	Nov/18 <b>11/30/18</b>	No
Kenneth Washington 1538 Cypress Lakes Rd Hope Mills, NC 28348 425-2242/424-2312	11/16	2nd	Nov/18 <b>11/30/18</b>	No
Joel Strickland 1611 Bluffside Drive #205 Fayetteville, NC 28312 853-8975/323-4191	11/16	2nd	Nov/18 <b>11/30/18</b>	No
Dawn McNair 2210 Hackney Loop Fayetteville NC 28304 910-677-2529	11/16	1st	Nov/18 <b>11/30/18</b>	Yes

MPO Representative

Deloma West Cumberland County Planning Department 8355 Judy Drive Fayetteville, NC 28314 910-977-8146	11/16	2 <sup>nd</sup>	Nov/18 <b>11/30/18</b>	No
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Dialysis Center Representative

Antionette Wiggins 6210 Pinto Court Fayetteville, NC 28303 977-5871/867-2602	11/16	2nd	Nov/18 <b>11/30/18</b>	No
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\*\*Board was created by the Commissioners on 11/6/00.

Meetings: Third Tuesday in first month of each quarter (Jan., Apr., July, Oct.) at 10:00 AM – Special meeting held in June.

Location: Historic Courthouse, Courtroom 3B

Contact: Ifetayo Farrakhan (Planning & Inspections) x7624, fax # 678-7601

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**NORCRESS WATER & SEWER DISTRICT GOVERNING BOARD AGENDA  
CUMBERLAND COUNTY BOARD OF COMMISSIONERS  
COURTHOUSE – ROOM 118  
AUGUST 21, 2017  
6:45 PM**

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1. Consent Agenda

A. Approval of minutes for the August 1, 2016 regular meeting.

B. Approval of Budget Ordinance Amendment: **(Pg. 218)**

**NORCRESS Water and Sewer Fund 605**

- 1) **NORCRESS Water and Sewer - Budget Ordinance Amendment B180304 to bring FY17 NORCRESS funds forward in the amount of \$15,438 for a video monitoring contract**

The Board is requested to approve Budget Ordinance Amendment B180304 to bring FY17 NORCRESS funds forward in the amount of \$15,438 for a video monitoring contract that was started in FY17 but ongoing for FY18. These funds will be used to maintain the video system used to observe the sewer lines.

**ADJOURN THE MEETING OF THE NORCRESS WATER & SEWER DISTRICT GOVERNING BOARD.**

**RECONVENE THE REGULAR BOARD OF COMMISSIONERS' MEETING.**

**Approval of Budget Ordinance Amendments for the August 21, 2017  
NORCRESS Water & Sewer District Governing Board Agenda**

**NORCRESS Water and Sewer Fund 605**

- 1) **NORCRESS Water and Sewer - Budget Ordinance Amendment B180304 to bring FY17 NORCRESS funds forward in the amount of \$15,438 for a video monitoring contract**

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