
AGENDA
CUMBERLAND COUNTY BOARD OF COMMISSIONERS
COURTHOUSE - ROOM 118
DECEMBER 18, 2017
6:45 PM

INVOCATION - Commissioner Charles Evans

PLEDGE OF ALLEGIANCE - Michiah Stallings, Student at Gallberry Farms Elementary School

Introduction of Fayetteville-Cumberland Youth Council Members

Konstance Woods

Recognition of 2017 Cumberland County Agricultural Hall of Fame Inductee - C. Wayne Collier, Jr.

Recognition of 2017 Young Farmer of the Year - Zach Dail

PUBLIC COMMENT PERIOD

1. APPROVAL OF AGENDA
2. PRESENTATIONS
 - A. Report of NCACC Youth Summit by Dewain Greene
 - B. Presentation of the Fiscal Year 2017 Annual Audit by April Adams, Partner, Cherry Bekaert, LLP and Vicki Evans, Finance Director
3. CONSENT AGENDA
 - A. Approval of Minutes of the December 4, 2017 Regular Board of Commissioners' Meeting
 - B. Approval of Articles of Incorporation for the Cumberland County Hospital System, Inc.
 - C. Approval of Payment of Prior Year Invoices For The Engineering & Infrastructure Department
 - D. Approval of Payment of Prior Year Invoice for the Employee Pharmacy
 - E. Approval of Payment of Prior Year Invoices for the Department of Public Health
 - F. Approval of Sale of Surplus Real Property Located at 1901 Newark Ave., Fayetteville
 - G. Offer to Purchase Surplus Real Property Being Lot 216 Savoy Heights, located off Weiss Avenue, Plat Book 20 at Page 21
 - H. Offer to Purchase Surplus Property Located at 2302 Edgar Street, Fayetteville

- I. Request for Refund of Excise Tax
 - J. Approval of Budget Ordinance Amendments for the December 18, 2017 Board of Commissioners' Agenda
 - K. Approval of Cumberland County Facilities Committee Report and Recommendation(s)
 - 1. Bid Award for Stream Debris Removal from Little Rockfish and Rockfish Creeks
 - 2. Condemnation & Quick-Take Powers of Easement for Overhills Park Water & Sewer District
 - 3. Lease Agreement with the North Carolina Department of Agriculture - Plant Industry Division
 - 4. Resolution of Intent to Lease Certain Real Property to Hometown Sports America, Inc, and Conduct Statutorily Required Advertising
 - 5. Cumberland County Facilities Committee Minutes December 7, 2017
4. PUBLIC HEARINGS
- Uncontested Rezoning Cases
- A. Case P17-44
 - B. Case P17-45
 - C. Case P17-49
 - D. Case P17-50
5. ITEMS OF BUSINESS **There are no Items of Business for this Meeting**
6. NOMINATIONS **There are no Nominations for this Meeting**
7. APPOINTMENTS
- A. Cumberland County Home and Community Care Block Grant Committee (7 Vacancies)
 - B. Fayetteville Cumberland County Economic Development Corporation (1 Vacancy)

RECESS THE BOARD OF COMMISSIONERS' MEETING

CONVENE THE OVERHILLS PARK WATER AND SEWER DISTRICT GOVERNING BOARD MEETING

Overhills Park Water and Sewer District

Approval of Minutes of the September 6, 2016 Overhills Park Water & Sewer District Governing Board

Overhills Park Governing Board: Consideration of Condemnation & Quick-Take Powers of Easement for Overhills Park Water & Sewer District

ADJOURN THE OVERHILLS WATER AND SEWER DISTRICT GOVERNING

BOARD MEETING

RECONVENE THE REGULAR BOARD OF COMMISSIONERS MEETING

8. CLOSED SESSION:

A. Attorney-Client Matter(s) Pursuant to NCGS 143.318.11(a)(3)

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.

IT WILL BE REBROADCAST ON WEDNESDAY, DECEMBER 20, AT 7:00 PM AND FRIDAY, DECEMBER 22, AT 10:30 AM.

REGULAR BOARD MEETINGS:

January 2, 2018 (Tuesday) - 9:00 AM

January 16, 2018 (Tuesday) - 6:45 PM

February 5, 2018 (Monday) - 9:00 AM

February 19, 2018 (Monday) - 6:45 PM

**THE MEETING VIDEO WILL BE AVAILABLE
AT [YOUTUBE.COM/CUMBERLANDCOUNTYNC](https://www.youtube.com/c/cumberlandcountync)**



CUMBERLAND
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NORTH CAROLINA

COOPERATIVE EXTENSION

**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF DECEMBER 18,
2017**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: LISA CHILDERS

DATE: 12/6/2017

**SUBJECT: RECOGNITION OF 2017 CUMBERLAND COUNTY AGRICULTURAL HALL
OF FAME INDUCTEE - C. WAYNE COLLIER, JR.**

BACKGROUND

RECOMMENDATION / PROPOSED ACTION

ATTACHMENTS:

Description

C. Wayne Collier, Jr. Bio

Type

Backup Material

Wayne Collier was selected as the 2017 Cumberland County Agricultural Hall of Fame inductee.

The son of C. Wayne Collier, former superintendent of Cumberland County Schools and Mary Iva Collier, who was also an educator, Wayne not only comes from a family of educators but also a family with a strong heritage in agriculture. Mr. Collier's 450- acre farm has been in the Collier family since 1877.

After graduating from NC State with a degree in Animal Science, Wayne worked for a commercial swine operation. He then went on to build and operate his own swine operation and farmed corn, tobacco, wheat, soybeans, raised Bermuda hay, wheat straw, custom hay, and managed timber and forestland on his family farm.

Wayne also worked for the US Postal Service as a mail carrier for 34 years.

Today, Wayne and his wife, Carolyn, manage their timberland and raise hay. He also runs a small-scale watermelon operation, which has earned him the title of "Watermelon King of Northern Cumberland County." Wayne can often be spotted in his iconic 1966 GMC pickup truck loaded with locally-grown watermelons.

Perhaps one of Wayne's greatest impacts on agriculture is his strong support of youth. He is a major supporter of the Cumberland County Livestock Association, which provides youth the opportunity to participate in livestock shows and he works with the NC Forestry Service to host forestry judging competitions for FFA students. He is also an avid advocate of the Cumberland County Cooperative Extension 4-H Program, and through his Soil and Water Conservation work encourages environmental education for middle and high school students while also supporting and promoting youth Environthon teams.

Wayne was elected to the office of Cumberland County Soil and Water Conservation Supervisor in 2014, he is a past member of the Cumberland County Farm Advisory Board, and serves on the Cumberland County Farm Service Agency Committee. He is also a member of the Cumberland County Livestock Association, Cumberland County Farm Bureau, and the South River EMC Board of Directors.

As the owner and operator of Indian Ridge Farm in Cumberland County, Wayne's strong dedication to agriculture can be seen through his life-long commitment to the agriculture community.

Wayne Collier the 2017 Cumberland County Agricultural Hall of Fame.



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COOPERATIVE EXTENSION

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF DECEMBER 18,
2017

TO: BOARD OF COUNTY COMMISSIONERS

FROM: LISA CHILDERS

DATE: 12/6/2017

SUBJECT: RECOGNITION OF 2017 YOUNG FARMER OF THE YEAR - ZACH DAIL

BACKGROUND

RECOMMENDATION / PROPOSED ACTION

ATTACHMENTS:

Description

Zach Dail Bio

Type

Backup Material

2017 Farm Bureau Outstanding Young Farmer
Zach Dail

Zach is the son of James ("Rooster") and Wanda Dail. He is the brother of J. R. Dail, brother-in-law to Charlene "Charlie" Dail, and uncle to Bennett Harrison Dail who turns seven months old later this month. He is the grandson of the late James & Mavis Dail and the late Doris Strickland Autry. His grandfather, Bruce Autry, is a retired farmer and turns 92 years old this year.

Zach, a fifth-generation farmer, is a 2010 graduate of North Carolina State University's agricultural technology program. He farms with his father and brother, and his mother helps the family farm with payroll and bookkeeping. The family grows tobacco, cucumbers, soybeans, and wheat. Zach's great, great grandfather, William R. Taylor, helped bring flue-cured tobacco to Cumberland County. Taylor settled near U.S. 301 in the early 1900s and bought about 2,000 acres of land. Zach's father was named Outstanding Young Farmer in 1992, and his older brother, in 2016.

Zach is dedicated to supporting the farm operations and working hard every day. In his spare time, he enjoys fishing and spending time with his Lab, Levi. He also enjoys spending time with his brother, sister-in-law, nephew, and friends.



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COOPERATIVE EXTENSION

**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF DECEMBER 18,
2017**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: LISA B. CHILDERS

DATE: 11/20/2017

SUBJECT: REPORT OF NCACC YOUTH SUMMIT BY DEWAIN GREENE

BACKGROUND

RECOMMENDATION / PROPOSED ACTION



CUMBERLAND
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NORTH CAROLINA

FINANCE OFFICE

**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF DECEMBER 18,
2017**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: VICKI EVANS, FINANCE DIRECTOR

DATE: 12/7/2017

**SUBJECT: PRESENTATION OF THE FISCAL YEAR 2017 ANNUAL AUDIT BY APRIL
ADAMS, PARTNER, CHERRY BEKAERT, LLP AND VICKI EVANS, FINANCE
DIRECTOR**

BACKGROUND

Ms. April Adams, Partner, Cherry Bekaert, LLP and I will be making a presentation of the fiscal year 2017 annual audit results at the December 18, 2017 Board of Commissioners meeting.

RECOMMENDATION / PROPOSED ACTION

Accept the audited Comprehensive Annual Financial Report for the fiscal year ended June 30, 2017.



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COUNTY ★
NORTH CAROLINA

OFFICE OF THE COUNTY MANAGER

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF DECEMBER 18,
2017

TO: BOARD OF COUNTY COMMISSIONERS

FROM:

DATE:

**SUBJECT: APPROVAL OF MINUTES OF THE DECEMBER 4, 2017 REGULAR BOARD
OF COMMISSIONERS' MEETING**

BACKGROUND

RECOMMENDATION / PROPOSED ACTION



OFFICE OF THE COUNTY MANAGER

**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF DECEMBER 18,
2017**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: AMY H. CANNON, COUNTY MANAGER

DATE: 12/11/2017

**SUBJECT: APPROVAL OF ARTICLES OF INCORPORATION FOR THE CUMBERLAND
COUNTY HOSPITAL SYSTEM, INC.**

BACKGROUND

The Board of Trustees for the Cumberland County Hospital System, Inc. d/b/a Cape Fear Valley Health approved their Articles of Incorporation for the Cumberland Hospital System at their full Board meeting on December 6, 2017.

The Board of Trustees is requesting approval of the Articles of Incorporation by the Cumberland County Board of Commissioners at their December 18, 2017 meeting.

A copy of the Articles of Incorporation are attached to this memo for your review.

RECOMMENDATION / PROPOSED ACTION

Approve the Articles of Incorporation for the Cumberland Health System, Inc. d/b/a Cape Fear Valley Health.

ATTACHMENTS:

Description

Cumberland County Hospital System, Inc - Articles of Incorporation

Type

Backup Material



CAPE FEAR VALLEY HEALTH

BEHAVIORAL HEALTH CARE
BLADEN COUNTY HOSPITAL
CAPE FEAR VALLEY
MEDICAL CENTER
CAPE FEAR VALLEY
REHABILITATION CENTER
HEALTH PAVILION NORTH
HIGHSMITH-RAINEY
SPECIALTY HOSPITAL
HOKE HOSPITAL

December 7, 2017

Amy Cannon
County Manager
County of Cumberland
P.O. Box 1829
Fayetteville, NC 28302

BLOOD DONOR CENTER
BREAST CARE CENTER
CANCER CENTER
CAPE FEAR VALLEY
MEDICAL GROUP
CARELINK
CAPE FEAR VALLEY
HOMECARE & HOSPICE, LLC
CUMBERLAND COUNTY EMS
FAMILY BIRTH CENTER
HEART & VASCULAR CENTER
HEALTHPLEX
LIFELINK
CRITICAL CARE TRANSPORT
SLEEP CENTER

Dear Amy:

Please find attached the Articles of Incorporation for Cumberland County Hospital System, Inc. which were approved by the Board of Trustees for Cumberland County Hospital System, Inc. d/b/a Cape Fear Valley Health on Wednesday, December 6, 2017. The Board is requesting approval of the Articles of Incorporation by the Cumberland County Board of Commissioners at the next available meeting (December 18, 2017). If you have any questions, please call me.

Sincerely,

Michael Nagowski
Michael Nagowski
Chief Executive Officer

:adm

Attachment

SECOND RESTATED AND AMENDED
ARTICLES OF INCORPORATION OF
CUMBERLAND COUNTY HOSPITAL SYSTEM, INC.

ARTICLE ONE

NAME: The name of this Corporation is Cumberland County Hospital System, Inc.

ARTICLE TWO

DURATION: The period of duration of this Corporation shall be unlimited.

ARTICLE THREE

PURPOSES: The purposes for which the Corporation is organized are:

1. The operation and maintenance of community general hospitals and related facilities.
2. The Corporation shall principally be concerned with the health care of the people of Cumberland County, but the Corporation may also provide health care to other persons who are in need of health care from the Corporation.
3. To contract with physicians and others for the delivery of health care, to construct, maintain and operate or lease health care related buildings and clinics, nursing homes and other related facilities, and to perform all other activities related to health care, principally for the benefit of the people of Cumberland County, but also for the benefit of other people who need health care.
4. This Corporation shall perform no function or activity, except that which is related to the accomplishment of the foregoing purposes.

ARTICLE FOUR

MEMBERS: This Corporation shall have no members.

ARTICLE FIVE

DIRECTORS: The Corporation shall have twenty Trustees who shall be the directors of the Corporation. These Trustees shall direct the management of the Corporation, and perform the duties and have the responsibilities of corporate directors. No Trustee may be removed from office except for just cause by action of a majority of the Board of Trustees.

The Cumberland County Manager and the Chair of the Cape Fear Valley Health Foundation (or his or her designee) shall be non-voting, ex officio members of the Board of Trustees.

The Board of Trustees shall be comprised of the following:

- (a) Seven Trustees who are the seven members of the Cumberland County Board of Commissioners (“Board of Commissioners”), as further reflected herein Seats 1-7.
- (b) Eight at large Trustees, who shall (1) be appointed by the Board of Commissioners, (2) be a resident of Cumberland County, North Carolina or a County in North Carolina where Corporation does business, (3) be eighteen years of age or older, (4) demonstrate an interest in and concern for the quality of health care for Cumberland County’s residents and the Corporation’s patients, and (5) not be an employee of Cumberland County or the Corporation, as further reflected herein Seats 8-15. Two of these Trustees shall be Medical Doctors currently or previously licensed to practice medicine in the State of North Carolina; one of these Trustees shall be a Nurse currently or previously licensed to practice nursing in the State of North Carolina. The Board of Trustees of Cumberland County Hospital System, Inc. shall nominate one Medical Doctor for each of these

Medical Doctor Trustee positions, when such Trustee's term is expiring. Such nominations shall not be binding upon the Board of Commissioners.

- (c) Five at large members, who shall (1) be appointed by the Board of Trustees, (2) be a resident of Cumberland County, North Carolina, or a County in North Carolina where Corporation does business, (3) be eighteen years of age or older, (4) demonstrate an interest in and concern for the quality of health care for Cumberland County's residents and the Corporation's patients, and (5) except as otherwise set forth in this Article V(c), not be an employee of Cumberland County or the Corporation, as further reflected herein Seats 16-20. Three of these Trustees shall be Medical Doctors currently or previously licensed to practice medicine in the State of North Carolina; one of these Trustees shall be a Nurse currently or previously licensed to practice nursing in the State of North Carolina. Two of these Medical Doctors shall be the Chief and Vice-Chief of the Medical Staff of Cumberland County Hospital System, Inc., regardless of employment status with Corporation.

The term of office for all Trustees shall be three years, provided, however, that each member of the Board of Commissioners shall serve during his or her term of county office, the Chief of Staff and Vice-Chief of Staff shall serve during their terms of office on the medical staff, and further provided that a Trustee appointed to fill an unexpired term shall serve the remainder of that term.

The terms of the members of the Board of Trustees shall be staggered, and appointments shall be made, so that approximately one-third of the Trustees' terms shall expire each year (other than members of the Board of Commissioners or the Chief of Staff or the Vice-Chief of Staff, who shall serve during his or her term in office).

All vacancies in the membership of the Board of Trustees by reason of death, resignation, or as otherwise provided by the By-laws, shall be immediately reported by the Board of Trustees to the Board of Commissioners. The Board of Commissioners or the Board of Trustees, depending on the appointing authority for the Trustee, shall fill such vacancies as soon as practicable by appointment for the remainder of the unexpired term only.

The Board of Trustees may suggest to the Board of Commissioners the nomination of appropriate persons for the office of Trustee when any such County Board appointed trusteeship may become open from time to time, for whatever reason.

No person (except members of the Board of Commissioners and the Chief of Staff or the Vice-Chief of Staff) shall serve more than two consecutive full terms of three years as a member of the Board of Trustees; provided, however, upon the request of the Board of Commissioners with respect to its eight at large trustee appointments and approval of the Corporation for all at large trustee appointments, the term of a current member of the Board of Trustees may be extended for an additional year based on special circumstances necessitating consistency and continuity of leadership on the Board of Trustees. Service as a Trustee for the remainder of an unexpired term or of a staggered short term shall not be included in computing maximum consecutive service on the Board of Trustees. Every Trustee shall be subject to and comply with such conflicts of interest statutes, regulations, ordinances, rules, policies and codes as may be applicable.

ARTICLE SIX

POWERS: The Board shall have the power to adopt, alter, amend and rescind the necessary articles and by-laws for the proper functioning of the Board of Trustees and the good government of the corporate affairs by a majority vote of the Trustees in office at the time. However, the Board shall not alter the provisions of Articles Four, Five, Six, or Ten without the consent of the Board of Commissioners.

ARTICLE SEVEN

OFFICERS: The Board of Trustees shall annually elect officers from its own membership consisting of: (1) Chair; (2) Vice Chair; (3) Secretary and Treasurer.

All such officers shall be members of the Board of Trustees, provided however that the Chairman may not also be a member of the Board of Commissioners. The Corporation shall employ a President /Chief Executive Officer, who shall be appointed by the Board of Trustees, with the approval of the Board of Trustees. The President/Chief Executive Officer

shall serve at the pleasure of the Board of Trustees, who shall have authority to discharge the President/Chief Executive Officer. The President/Chief Executive Officer will be responsible to the Trustees for the proper and efficient management of the corporate affairs.

ARTICLE EIGHT

NOT FOR PROFIT: In no event shall any person, firm or corporation acquire or be entitled to any emoluments, property or things of value from the Corporation other than compensation or benefits earned under a contract of employment or as officers, or under other contracts properly entered into as a business transaction of the Corporation.

The Corporation shall not issue capital stock and shall be operated without profit to any Trustee, officer or any other individual, and no part of the net earnings shall inure, or may lawfully inure, to the benefit of any Trustee, officer or any other individual. No Trustee shall receive compensation for his or her service as a Trustee, but shall be entitled to reasonable reimbursement for expenses incurred in connection with the performance of his or her duties as a Trustee.

ARTICLE NINE

AUDIT AND BUDGET: The Board of Trustees shall cause annual, certified audits to be made of the Corporation. The Board of Trustees shall also cause a budget to be prepared for each fiscal year.

ARTICLE TEN

OPERATION AND PLANNING: The Corporation will continue the operation of its hospitals as fully accredited community general hospitals. The Corporation shall also use good faith efforts towards the goal of increasing its utilization and patronage of historically underutilized businesses.

An affirmative vote of sixteen (16) of the twenty (20) members of the Board of Trustees of the Corporation in office and the consent of Board of Commissioners shall be required in order to terminate the provision of emergency medical services or to sell, lease, enter

into a management contract with, merge, dissolve or liquidate the Corporation. If the Board of Commissioners does consent to the sale, lease or other disposition of all or a substantial portion of the assets of the Corporation, then the proceeds of such disposition, net of amounts used to pay or defray the expenses of such disposition and amounts used to pay or defease debt allocable to the disposed assets, shall be remitted to the County to be used exclusively for the accomplishments of the purposes for which the Corporation was formed. In the event of the dissolution or liquidation of the Corporation, after paying or adequately providing for the debts and obligations of the Corporation, the Board of Trustees shall donate, transfer, deliver and convey all of its moneys, properties, and other assets: (a) to any successor organization having purposes which are similar to the existing Corporation's purposes, provided that the successor organization is exempt from taxation under § 501(c)(3) of the Internal Revenue Code of 1986 or the corresponding provisions of any future United States Internal Revenue law and the successor corporation and the donation, transfer, delivery and conveyance to it are approved in writing by the Board of Commissioners; or (b) if there is no successor corporation, then to the County of Cumberland, to be used exclusively for the accomplishments of the purposes for which the Corporation was formed.

ARTICLE ELEVEN

ADDRESS: The address of the principle and registered office is 1638 Owen Drive, City of Fayetteville, County of Cumberland, State of North Carolina. The mailing address of the registered office is P. O. Box 2000, Fayetteville, North Carolina 28302. The name of the registered agent is Michael Nagowski, and his address is the same as the registered office stated above.

IN WITNESS WHEREOF, CUMBERLAND COUNTY HOSPITAL SYSTEM, INC. has caused this instrument to be signed in its name by its Chief Executive Officer. These Amended and Restated Articles of Incorporation are to be effective upon filing.

CUMBERLAND COUNTY HOSPITAL SYSTEM INC.

BY: 
Chief Executive Officer



CUMBERLAND
★ **COUNTY** ★
NORTH CAROLINA

FINANCE OFFICE

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF DECEMBER 18,
2017

TO: BOARD OF COUNTY COMMISSIONERS

FROM: VICKI EVANS, FINANCE DIRECTOR

DATE: 12/6/2017

**SUBJECT: APPROVAL OF PAYMENT OF PRIOR YEAR INVOICES FOR THE
ENGINEERING & INFRASTRUCTURE DEPARTMENT**

BACKGROUND

The Engineering & Infrastructure Department is requesting to pay Famous Footwear for invoice # 0223416 totaling 96.29 for safety shoes for a Landscaping & Grounds employee. This invoice was not received until November 29, 2017, after the deadline to pay FY 2017 invoices. Staff has verified this invoice was not paid and is in fact due. Sufficient funds are available in the current year budget to cover this expenditure.

RECOMMENDATION / PROPOSED ACTION

Management is requesting approval to pay invoice # 0223416 to Famous Footwear totaling 96.29.

ATTACHMENTS:

Description	Type
Prior Year Memo for Engineering & Infrastructure	Backup Material



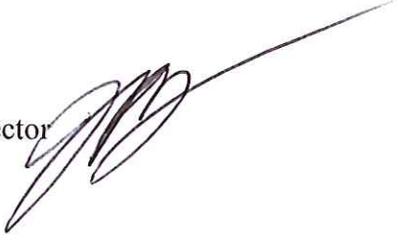
CUMBERLAND
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NORTH CAROLINA

ENGINEERING & INFRASTRUCTURE DEPARTMENT

Engineering Division · Facilities Management Division · Landscaping & Grounds Division · Public Utilities Division

MEMORANDUM

TO: Vicki Evans, Finance Director

FROM: Jeffery P. Brown, PE, Engineering & Infrastructure Director 

DATE: December 01, 2017

SUBJECT: Payment of Prior Fiscal Year Invoice

On Wednesday, November 29, 2017 Fayetteville Footwear, the County's shoe vendor, contacted our office to inform us of an outstanding invoice in the amount of \$96.29 (including tax), from March 2017 for safety shoes for a Landscaping & Grounds employee. Engineering & Infrastructure Staff has confirmed the invoice was not received or paid last fiscal year. There are sufficient funds to cover the prior year invoice from the current fiscal year.

Our Department is requesting your approval to pay the attached invoice from the current fiscal year Landscaping and Grounds budget.



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FINANCE OFFICE

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF DECEMBER 18,
2017

TO: BOARD OF COUNTY COMMISSIONERS

FROM: VICKI EVANS, FINANCE DIRECTOR

DATE: 12/6/2017

**SUBJECT: APPROVAL OF PAYMENT OF PRIOR YEAR INVOICE FOR THE
EMPLOYEE PHARMACY**

BACKGROUND

The Employee Pharmacy is requesting to pay Cardinal Health three invoices # 6525699, 6525668, 6599827 and two credit memos # 80661-0, and 106935-0 totaling \$12,587.48. All invoices and credit memos were received after the deadline to pay FY 2017 invoices. Staff have verified that the invoices were not paid and are in fact due. Sufficient funds are available in the current year budget to cover these expenditures.

RECOMMENDATION / PROPOSED ACTION

Management is requesting approval to pay the five prior year invoices for Cardinal Health totaling \$12,587.48.

ATTACHMENTS:

Description	Type
Prior Year Memo for Employee Pharmacy	Backup Material

TAMMY GILLIS
Wellness Services Director



CUMBERLAND
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NORTH CAROLINA

EMPLOYEE WELLNESS SERVICES

TO: VICKI EVANS, FINANCE DIRECTOR

FROM: TAMMY GILLIS, WELLNESS DIRECTOR *Tammy*

DATE: NOVEMBER 28, 2017

SUBJECT: OUTSTANDING INVOICES FOR CARDINAL HEALTH

I am requesting approval for payment of five prescription and over-the-counter drug purchases from Cardinal Health. The drugs for the Employee Pharmacy were purchased during FY 16-17. Payment was not made timely during the fiscal year because the original invoices were not received from the vendor. The Pharmacy is trying to implement a way to better recognize that they are missing invoices to help ensure that this is less likely to occur in the future. We have verified that the drugs were indeed received in our pharmacy. Therefore, payment of \$12,587.48 is due to the vendor.

It is my understanding that payment of invoices for goods purchased in a previous fiscal year that has been closed, must be approved by the County Board of Commissioners. Upon your review and approval, please place this item on the consent agenda for the next scheduled meeting.

Please contact me at 678-7728 if you need additional information. Thank you in advance for your assistance.

Attachments

<u>Vendor</u>	<u>Invoice #</u>	<u>Amount</u>
Cardinal Health	6525699	\$12,349.83
Cardinal Health	6525668	\$ 274.84
Cardinal Health	6599827	\$ 228.19
Cardinal Health	Credit Memo 80661-0	\$ 37.04
Cardinal Health	Credit Memo 106935-0	\$ 228.34



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FINANCE OFFICE

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF DECEMBER 18,
2017

TO: BOARD OF COUNTY COMMISSIONERS

FROM: VICKI EVANS, FINANCE DIRECTOR

DATE: 12/7/2017

**SUBJECT: APPROVAL OF PAYMENT OF PRIOR YEAR INVOICES FOR THE
DEPARTMENT OF PUBLIC HEALTH**

BACKGROUND

The Department of Public Health is requesting to pay six prior year invoices for medical services for jail inmates totaling \$12,261.26. All invoices were received after the deadline to pay FY 2017 invoices. Staff have verified that all invoices have not been paid and are in fact due. Sufficient funds are available in the current year budget to cover these expenditures.

RECOMMENDATION / PROPOSED ACTION

Management is requesting approval to pay the six prior year invoices for the Department of Public Health totaling \$12,261.26.

ATTACHMENTS:

Description	Type
Prior Year Memo for Public Health Department	Backup Material



CUMBERLAND
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NORTH CAROLINA

DEPARTMENT OF PUBLIC HEALTH

Memo

TO: Vicki Evans, Finance Director

FROM: Rodney Jenkins, Interim Health Director

DATE: December 7, 2017

SUBJECT: Request to pay old year invoices

Attached please find six Fiscal Year 17 invoices that we need approval to pay. These invoices are for medical services for jail inmates. All invoices were received after the cut-off to pay FY 17 invoices.

Grand total due: \$12,261.26
(see attached for breakdown)

We have verified that invoices are not duplicates and that services were received. The current year jail health budget will need to cover these invoices.

Thank you for your consideration of this request.

University of NC Hospital	09/07/17	\$111.86
Cape Fear Valley Medical Center	07/20/17	\$5,084.49
Cape Fear Valley Urology	08/03/17	\$505.00
Cape Fear Valley Urology	09/09/17	\$169.65
Department of Public Safety / Safekeepers	09/27/17	\$3,663.25
Department of Public Safety / Safekeepers	08/23/17	\$2,727.01
TOTAL		\$12,261.26



CUMBERLAND
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NORTH CAROLINA

OFFICE OF THE COUNTY ATTORNEY

**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF DECEMBER 18,
2017**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COUNTY ATTORNEY

DATE: 12/11/2017

**SUBJECT: APPROVAL OF SALE OF SURPLUS REAL PROPERTY LOCATED AT 1901
NEWARK AVE., FAYETTEVILLE**

BACKGROUND

On October 16, 2017, the Board adopted a resolution of its intent to accept the offer of Ms. Sheryl Hussein to purchase the property with PIN 0428-95-7010, located at 1901 Newark Avenue, Fayetteville, for \$3,827.71.

Notice of the proposed sale was advertised in the *Fayetteville Observer* on October 24, 2017, subject to the upset bid process required by G. S. § 160A-269. 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.

ATTACHMENTS:

Description

Publisher's Affidavit for 1901 Newark Ave., Fayetteville

Type

Backup Material

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 real property being Lot 17, Block H, Slater Subdivision, Plat Book 10, Page 72, located at 1901 Newark Avenue, in the City of Fayetteville, with PIN 0128-95-7010 for a purchase price of \$3,827.71. 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.

October 16, 2017
Candice White, Clerk to the Board
10/21 4972173

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 N.C.G.S § 160A-269 - 1901 NEWARK AVENUE of CUMB CO ATTORNEY'S was inserted in the aforesaid newspaper in space, and on dates as follows:

10/24/2017

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. Mcnair

LEGAL SECRETARY

Title

Cumberland County, North Carolina

Sworn or affirmed to, and subscribed before me, this 25 day of October, 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 28302-0000null

0004972173



CUMBERLAND
★**COUNTY**★
NORTH CAROLINA

OFFICE OF THE COUNTY ATTORNEY

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF DECEMBER 18,
2017

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COUNTY ATTORNEY

DATE: 12/11/2017

**SUBJECT: OFFER TO PURCHASE SURPLUS REAL PROPERTY BEING LOT 216
SAVOY HEIGHTS, LOCATED OFF WEISS AVENUE, PLAT BOOK 20 AT PAGE
21**

BACKGROUND

The County and the City of Fayetteville acquired real property with the PIN 0437-11-0345 being Lot 216 Savoy Heights, located off Weiss Avenue, in the City of Fayetteville, Plat Book 20 at Page 21, together with five other parcels at a tax foreclosure sale in 2011 for a total purchase price of \$9,227.47. The prorated share of the purchase price for the parcel for which an offer has been made is \$922.75. Based on the GIS Mapping and the tax records, the parcel is vacant and zoned residential, with a tax value of \$10,000.00. The City conveyed its interest in the property to the County on July 12, 2012, by a Quitclaim Deed recorded in Book 8955 at Page 530. Mr. Michael Mathis has made an offer to purchase the property for \$1,000.00. If the Board proposes to accept this offer, the proposed sale must be advertised subject to the upset bid process of G. S. § 160A-269. The proposed advertisement is included in the recommendation below.

RECOMMENDATION / PROPOSED ACTION

The County Attorney recommends that the Board consider the offer of Michael Mathis and if the Board proposes to accept the offer, resolve that the described real property is not needed for governmental purposes and direct that it be advertised and sold pursuant to the upset bid process of G. S. § 160A-269.

**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 properties not needed for governmental purposes and proposes to accept an offer to purchase the properties being Lot 216 Savoy Heights, located off Weiss Avenue, in the City of Fayetteville, Plat Book 20 at Page 21, PIN 0437-11-0345, for a purchase price of \$1,000.00. 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.

December ____, 2017

Candice White, Clerk to the Board



CUMBERLAND
★ **COUNTY** ★
NORTH CAROLINA

OFFICE OF THE COUNTY ATTORNEY

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF DECEMBER 18,
2017

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COUNTY ATTORNEY

DATE: 12/11/2017

SUBJECT: OFFER TO PURCHASE SURPLUS PROPERTY LOCATED AT 2302 EDGAR STREET, FAYETTEVILLE

BACKGROUND

The County and the City of Fayetteville acquired the real property with the PIN 0428-97-7506 located at 2302 Edgar Street, Fayetteville, NC, at a tax foreclosure sale in 2014 for a purchase price of \$8,690.68. The property is zoned SF6 with a tax value of \$86,364. The City conveyed its interest in the property to the County on May 1, 2017, by a quitclaim deed recorded in Book 10082 at page 657. Based on the GIS Mapping and the tax records, there is a structure on the lot. Mr. Leroy Johnson made an offer to purchase the property for \$8,690.68. If the Board proposes to accept this offer, the proposed sale must be advertised subject to the upset bid process of G. S. § 160A-269. The proposed advertisement is included in the recommendation below.

RECOMMENDATION / PROPOSED ACTION

The County Attorney recommends the Board consider the offer of Mr. Johnson. If the Board proposes to accept the offer, resolve that the described real property is not needed for governmental purposes and direct that it be advertised and sold pursuant to the upset bid process of G. S. § 160A-269.

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 2302 Edgar Street, Fayetteville, NC, is not needed for governmental purposes and proposes to accept an offer to purchase the property for \$8,690.68. 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.

December __, 2017

Candice White, Clerk to the Board



CUMBERLAND
★ **COUNTY** ★
NORTH CAROLINA

OFFICE OF THE COUNTY ATTORNEY

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF DECEMBER 18,
2017

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COUNTY ATTORNEY

DATE: 12/12/2017

SUBJECT: REQUEST FOR REFUND OF EXCISE TAX

BACKGROUND

Single Source Real Estate Services, Inc., has requested a refund of the county's one-half of the excise tax paid for recording a deed for the reason the amount of the Excise Tax was incorrect.. The Register of Deeds has recommended that this refund in the amount of \$374 be granted. Single Source states that it recorded the deed in Book 10213 at page 0492 with the incorrect amount of Excise Tax stated on the face of the deed and recorded the deed again in the same book at page 813 with the correct amount stated. The request, the recommendation of the Register of Deeds, and copies of the two deeds are attached.

G.S. § 105-228.30 levies an excise tax on each instrument by which any interest in real property is conveyed to another person. Since a separate deed had already been recorded conveying the same property from the same grantor to the same grantee, no interest was conveyed by the second deed. The county attorney advises that this second recording was a sufficient basis to grant the request.

G.S. § 105-228.37 governs this refund process. The Board of Commissioners must conduct a hearing on the request after 10 days' notice to the taxpayer. This is not a public hearing. The County may only refund one-half of the total tax because the County only received one-half of the tax and the State received the other half. The refund will bear interest pursuant to the statute.

RECOMMENDATION / PROPOSED ACTION

The county attorney recommends that the board set a hearing on this matter at its January 16, 2018, meeting and direct that notice of the hearing be given to the taxpayer in accordance with G.S. § 105-228.37.

ATTACHMENTS:

Description

Request from Register of Deeds

Request from Single Source

Firat page of Deed Recorded in Book 10213-492

First Page of Deed Recorded in Book 10213-811

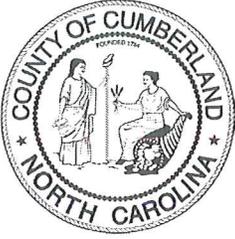
Type

Backup Material

Backup Material

Backup Material

Backup Material



CUMBERLAND
★ COUNTY ★
NORTH CAROLINA

Office of the Register of Deeds

J. Lee Warren, Jr.
Register of Deeds

Andra S. Brewington
Senior Assistant Register of Deeds

Sheila M. Dail
Dep. Sr. Asst. Register of Deeds

Jacqueline W. Thomas
Assistant Register of Deeds

Kristian S. Johnson
Assistant Register of Deeds

Christy H. Tyndall
Assistant Register of Deeds

Regina R. Frazier
Assistant Register of Deeds

Glenda M. Culbreth
Administrative Deputy

MEMORANDUM

TO: Rick Moorefield
County Attorney

FROM: Andra Brewington *AB*
Senior Assistant Register of Deeds

REF: Reimbursement of Excise Tax

DATE: December 7, 2017



Attached please find a request from Single Source Real Estate Services for reimbursement of Excise Tax for a deed that was submitted to Cumberland County with the incorrect amount of Excise Tax. The deed was recorded in Book 10213 at Page 492.

The amount of Excise Tax was \$748.00. We are requesting approval from the Board of Commissioners to reimburse the County's portion of the revenue in the amount of \$374.00 to Single Source Real Estate Services. Upon reply of your approval, I will submit a request to the Finance Department to have a check issued to Single Source Real Estate Services.

Thank you for your assistance.

December 5, 2017

Cumberland County Register of Deeds
PO Box 2039
Fayetteville, NC 28302

Re: Revenue Refund

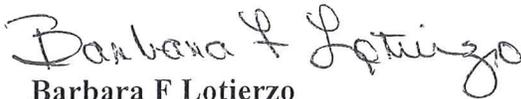
Dear Ladies/Gentlemen:

Attached please find two NC General Warranty Deeds which were recorded twice on December 1, 2017 in error. The original Deed recorded in Book 10213, page 0492 contained incorrect (double) revenue in the amount of \$748 and the second deed recorded Book 10213 page 0811 contained the correct revenue in the amount of \$374.00. We are asking that the Register of Deeds refund ½ of the incorrect revenue charged in the amount of \$374.

Please issue a check in the amount of \$374.00 payable to Single Source Real Estate Services, Inc. to the attention of Barbara Lotierzo.

Thank you for your immediate attention to this matter.

Sincerely,



Barbara F Lotierzo
Manager
(910) 222-4523

Encls.

The Forum
2919 Breezewood Avenue
Suite 300
Fayetteville
North Carolina
28303

P.O. Box 87590
Fayetteville
North Carolina
28304

888.552.5817
910.222.4444 ph
910.221.7777 fx

FILED Dec 01, 2017
 AT 02:52:58 PM
 BOOK 10213
 START PAGE 0492
 END PAGE 0494
 INSTRUMENT # 37657
 RECORDING \$26.00
 EXCISE TAX \$748.00

NORTH CAROLINA GENERAL WARRANTY DEED

File No.: AL-14844-17-NM

Excise Tax: \$748.00

Parcel Identifier No. 9494-14-8266 Verified by Cumberland County on the _____, 20__

By: _____
 Mail/Box to: Single Source Real Estate Services, Inc., 2919 Breezewood Ave., Suite 300, Fayetteville, NC 28303

This instrument was prepared by: Lakhiani Law, PLLC, 2919 Breezewood Avenue, Ste 300, Fayetteville, NC 28303

Brief description for the Index: Lot 128 Peartree

THIS DEED made this 27th day of November, 2017, by and between

GRANTOR	GRANTEE
Benjamin C Jackson and wife, Maria L Jackson	Yuko Resseguie 4361 Redspire Dr. Fayetteville, NC 28306

Enter in appropriate block for each Grantor and Grantee: name, mailing address, and, if appropriate, character of entity, e.g. corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context. WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot, parcel of land or condominium unit situated in the City of Fayetteville, Rockfish Township, Cumberland County, North Carolina and more particularly described as follows:

BEING all of Lot 128, in a subdivision known as Peartree, Section Four, Part One, and the same being duly recorded in Plat Book 119, Page 117, Cumberland County Registry, North Carolina.

Parcel ID: 9494-14-8266

Property Address: 4361 Redspire Dr., Fayetteville, NC 28306

The property hereinabove described was acquired by Grantor by instrument recorded in Book 8475 page 261-263.

All or a portion of the property herein conveyed includes or _____ does not include the primary residence of a Grantor.

A map showing the above described property is recorded in Plat Book 119 page 117.

Submitted electronically by "Single Source Real Estate Services"
 in compliance with North Carolina statutes governing recordable documents
 and the terms of the submitter agreement with the Cumberland County Register of Deeds.

FILED
CUMBERLAND COUNTY NC
J. LEE WARREN, JR.
REGISTER OF DEEDS

FILED Dec 01, 2017
AT 04:40:01 pm
BOOK 10213
START PAGE 0811
END PAGE 0813
INSTRUMENT # 37716
RECORDING \$26.00
EXCISE TAX \$374.00

BLF

NORTH CAROLINA GENERAL WARRANTY DEED

File No.: AL-14844-17-NM

Excise Tax: \$ 374.00

Parcel Identifier No. 9494-14-8266 Verified by Cumberland County on the _____, 20__

By: _____
Mail/Box to: Single Source Real Estate Services, Inc., 2919 Breezewood Ave., Suite 300, Fayetteville, NC 28303

This instrument was prepared by: Lakhiani Law, PLLC, 2919 Breezewood Avenue, Ste 300, Fayetteville, NC 28303

Brief description for the Index: Lot 128 Peartree

THIS DEED made this 27th day of November, 2017, by and between

GRANTOR

Benjamin C Jackson and wife, Maria L Jackson
2725 Fairwinds Ln #104
Fayetteville, NC 28306

GRANTEE

Yuko Resseguie, separated
4361 Redspire Lane
Fayetteville, NC 28306

Enter in appropriate block for each Grantor and Grantee: name, mailing address, and, if appropriate, character of entity, e.g. corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context. WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot, parcel of land or condominium unit situated in the City of Fayetteville, Rockfish Township, Cumberland County, North Carolina and more particularly described as follows:

BEING all of Lot 128, in a subdivision known as Peartree, Section Four, Part One, and the same being duly recorded in Plat Book 119, Page 117, Cumberland County Registry, North Carolina.

Parcel ID: 9494-14-8266

Property Address: 4361 Redspire Dr., Fayetteville, NC 28306

The property hereinabove described was acquired by Grantor by instrument recorded in Book 8475 page 261-263.

All or a portion of the property herein conveyed _____ includes or _____ does not include the primary residence of a Grantor.

A map showing the above described property is recorded in Plat Book 119 page 117.



CUMBERLAND
★
COUNTY ★
NORTH CAROLINA

BUDGET DIVISION

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF DECEMBER 18,
2017

TO: BOARD OF COUNTY COMMISSIONERS

FROM: MELISSA CARDINALI, ASSISTANT COUNTY MANAGER

DATE: 12/12/2017

**SUBJECT: APPROVAL OF BUDGET ORDINANCE AMENDMENTS FOR THE
DECEMBER 18, 2017 BOARD OF COMMISSIONERS' AGENDA**

BACKGROUND

BACKGROUND

General Fund 101

1) Engineering - Budget Ordinance Amendment B180092 to move \$1,224,408 from the Soil Conservation Department to the Engineering Department to be used for debris clearing projects

The Board is requested to approve Budget Ordinance Amendment B180092 to move recognized grant funding from the North Carolina Department of Agriculture and Consumer Services – Division of Soil and Water Conservation. These funds were previously approved for the Soil Conservation Department at the November 6, 2017 Board of Commissioners meeting. This request is to move the funds to Engineering, as the project will be managed by the Engineering Department.

Please note this amendment requires no additional county funds.

2) Engineering - Budget Ordinance Amendment B180167 to recognize additional grant funds in the amount of \$200,000 from the North Carolina Golden Leaf Foundation to be used for debris clearing projects

The Board is requested to approve Budget Ordinance Amendment B180167 in the amount of \$200,000. These are additional funds received from the North Carolina Golden Leaf Foundation and will be used towards the County's stream debris removal project.

Please note this amendment requires no additional county funds.

3) Library Grants - Budget Ordinance Amendment B180269 to recognize grant funds in the amount of \$2,200 from the State Library of North Carolina – Library Services and Technology Act (LSTA) Public Library Association (PLA)

The Board is requested to approve Budget Ordinance Amendment B180269 to recognize grant funds in the amount of \$2,200 from the State Library of North Carolina – Library Services and Technology Act (LSTA) Public Library Association (PLA). These funds will be used towards continuing education expenses for staff to attend training.

Please note this amendment requires no additional county funds.

REGARDING ITEM 4 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.

Community Development Fund 267

4) Community Development - Budget Ordinance Amendment B180975 to bring FY17 funds forward in the amount of \$70,214 towards services that will assist the homeless population

The Board is requested to approve Budget Ordinance Amendment B180975 to bring FY17 Community Development funds forward in the amount of \$70,214. These funds represent the County’s initiative to reduce homelessness in the community. Funding will go towards services such as relocation expenses, transitional housing and utilities.

Contingency Funds Report – FY18

Contingency funds were not used.

RECOMMENDATION / PROPOSED ACTION

Approve Budget Ordinance Amendments



ENGINEERING AND INFRASTRUCTURE DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF DECEMBER 18, 2017

TO: BOARD OF COUNTY COMMISSIONERS

FROM: JEFFERY P. BROWN, PE, E & I DIRECTOR

DATE: 12/11/2017

**SUBJECT: BID AWARD FOR STREAM DEBRIS REMOVAL FROM LITTLE ROCKFISH
AND ROCKFISH CREEKS**

BACKGROUND

Cumberland County was awarded a disaster recovery grant in August from the Golden Leaf Foundation in the amount of \$500,000 for storm debris removal from Little Rockfish and Rockfish Creeks. The County had requested over \$2.4 million with the grant submittal to address stream debris removal in numerous water bodies within the County.

A pre-bid meeting was held on October 27, 2017 and informal bids were received on November 6, 2017. Only one bid was received in the amount of \$1,087,125.00 which was submitted by ES&J Enterprises, Inc. of Autryville, NC (see attached bid proposal and bid tab). This is the same contractor that has performed stream debris removal for the City of Fayetteville and the Town of Hope Mills. Immediately after receiving the bid, Engineering & Infrastructure (E&I) Staff reached out to the Golden Leaf Foundation to see if there was additional grant money available to the County to complete the project. Golden Leaf staff informed E&I staff that they were seeing quite a bit of disaster recovery projects bid higher than what grant funding was allocated. The Golden Leaf Foundation Board is meeting on December 7th to allocate approximately \$15 million of remaining disaster relief funding and this project has been included for consideration.

E&I Staff met with ES&J Enterprises, Inc. on November 15th to explain that the County only had \$500,000 available for the project and that the County could not award the project in entirety. After some discussion, ES&J stated that they would be willing to reduce their bid price to \$495,000 (see attached letter) to clean Little Rockfish Creek and the first four segments of Rockfish Creek. The bid price submitted to clean Little Rockfish Creek and the first four segments of Rockfish Creek was \$532,762.50.

In late October, Cumberland County was also awarded \$1,219,408.00 in grant funding from the North Carolina Department of Agriculture and Consumer Services – Division of Soil & Water Conservation for

stream debris removal in South River, Sandy Creek and Locks Creek. E&I Staff reached out to the Division of Soil & Water Conservation to ask if some of this funding could be used to complete Rockfish Creek if no additional grant funding is allocated by the Golden Leaf Foundation. E&I Staff was informed that this could be done. Therefore, if additional funding is not received from the Golden Leaf Foundation, E&I Staff's recommendation is to utilize funding from the Division of Soil & Water Conservation to complete the cleaning of Rockfish Creek since this was one of the most severely impacted areas from flooding within the entire County from Hurricane Matthew.

This was presented and approved by the Facilities Committee on December 7th. Cumberland County Staff received notification on the afternoon of December 7th that the County had been awarded an additional \$200,000 in disaster recovery grants for stream debris removal in Rockfish Creek.

RECOMMENDATION / PROPOSED ACTION

The Engineering and Infrastructure Director, County Management and the Facilities Committee recommend that the Board of Commissioners approve the following recommendations.

1. Accept the revised bid for stream debris removal in Little Rockfish Creek and a portion of Rockfish Creek and award a contract to ES&J Enterprises, Inc. in the amount of \$495,000.
2. Authorize County Staff to formally request that grant funding awarded by the Division of Soil & Water Conservation be utilized to complete the cleaning of Rockfish Creek if additional funding is not allocated to Cumberland County by the Golden Leaf Foundation.
1. Approve **Budget Ordinance Amendment #B181191** in the amount of \$500,000 to recognize the Disaster Recovery Grant award from the Golden Leaf Foundation for stream debris removal within Little Rockfish Creek and portions of Rockfish Creek.

ATTACHMENTS:

Description	Type
Bid Tab	Backup Material
Bid Sheet	Backup Material
Letter from Contractor	Backup Material

THAT: The Bidder acknowledges receipt of the following Addendum:

1

THAT: The Contractor agrees to furnish all materials, labor and equipment and to install complete in place the work in accordance with the Plans and Specifications for the lump sum of:

Little Rockfish Creek Bid Amount: \$ 108,900.00

Rockfish Creek Segment 1 Bid Amount: \$ 84,375.00

Rockfish Creek Segment 2 Bid Amount: \$ 138,600.00

Rockfish Creek Segment 3 Bid Amount: \$ 128,700.00

Rockfish Creek Segment 4 Bid Amount: \$ 72,187.50

Rockfish Creek Segment 5 Bid Amount: \$ 118,800.00

Rockfish Creek Segment 6 Bid Amount: \$ 148,500.00

Rockfish Creek Segment 7 Bid Amount: \$ 89,062.50

Rockfish Creek Segment 8 Bid Amount: \$ 198,000.00

TOTAL BID AMOUNT: \$ 1,087,125.00

Submitted, this 6th day of November, [Year] 2017.

ES & J Enterprises, Inc.

Contractor

By: Roderic J. Carlisch
(Signature of Person, Firm or Corporation making Bid)

Title: Vice-president

(Seal - If Bid is by a Corporation)

Address: 1555 Hollad Road
Autryville, NC 28318

Attest: Sandra C. Williams
Corp. Sec.
Sandra C. Carroll-Williams

License No. 28994 North Carolina
Phone: (910) 567-6138



CUMBERLAND
COUNTY
NORTH CAROLINA

ENGINEERING & INFRASTRUCTURE DEPARTMENT

Engineering Division · Facilities Management Division · Landscaping & Grounds Division · Public Utilities Division

ADDENDUM #1

- Contract Time: The Contract time is revised to 150 calendar days.
- The Bid Sheet has been revised. The segments below correspond to the segments on the bid sheet. The descriptions of the segments have been moved to this sheet to provide clarity.
- **Little Rockfish Creek:** Hope Mills Municipal Corporate Limits (1.1 mile north of Rockfish Creek) to intersection of Rockfish Creek, just north of I-95 Business/US 301
- **Rockfish Creek Segment 1:** Hope Mills Municipal Corporate Limits/Cotton Fire Department to I-95 Business/US 301. Approximately 4500 LF.
- **Rockfish Creek Segment 2:** I-95 Business/US 301 to Research Drive (Approximately 1.4 miles)
- **Rockfish Creek Segment 3:** Research Drive to Animal Control Property (Approximately 1.3 miles)
- **Rockfish Creek Segment 4:** Corporation Drive to Grandford Road (Approximately 3850 Feet)
- **Rockfish Creek Segment 5:** Grandford Road to Matchwood Court (Approximately 1.2 Miles)
- **Rockfish Creek Segment 6:** Matchwood Court to Summer Cove Drive (Approximately 1.5 miles)
- **Rockfish Creek Segment 7:** Summer Cove Drive to NC 87 (Approximately 4750 feet)
- **Rockfish Creek Segment 8:** NC 87 to Cape Fear River (Approximately 2 miles)

Engineering & Public Utilities
130 Gillespie Street, Suite 214
Fayetteville, NC 28302
(910) 678-7636

Facilities Management
420 Mayview Street
Fayetteville, NC 28302
(910) 678-7699

Landscaping & Grounds
807 Grove Street
Fayetteville, NC 28301
(910) 678-7560



1555 Holland Road
Autryville, NC 28318
(910)567-6138 / (910)567-2891 fax

"Commit thy works unto the Lord, and thy thoughts shall be established" Prov. 16:3
DBE, WBE, HUBZone Certified
NC License # 28994

November 16, 2017

Allan J. Riddle, PE
Assistant County Engineer
Cumberland County Engineering & Infrastructure Department
130 Gillespie Street, Room 214
Fayetteville, NC 28301

Re: Storm Debris Removal in Creeks

Mr. Riddle:

This correspondence is sent regarding the above referenced project. We thank you and Mr. Brown for meeting with us yesterday and look forward to working with Cumberland County on this project. Per said meeting ES&J agrees to complete the following work items for **\$495,000.00**

Little Rockfish Creek
Rockfish Creek Segment 1
Rockfish Creek Segment 2
Rockfish Creek Segment 3
Rockfish Creek Segment 4

Sincerely,

ES&J Enterprises, Inc.

A handwritten signature in black ink, appearing to read 'Sandra C. Carroll-Williams', is written over the typed name.

Sandra C. Carroll-Williams
President

cc: Rick Williams
Jeffrey P. Brown, PE Engineering & Infrastructure Director



CUMBERLAND
★**COUNTY**★
NORTH CAROLINA

ASSISTANT COUNTY MANAGER - ENVIRONMENTAL/ COMMUNITY SAFETY

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF DECEMBER 18,
2017

TO: BOARD OF COUNTY COMMISSIONERS

FROM: JEFFREY BROWN, DIRECTOR OF ENGINEERING & INFRASTRUCTURE

DATE: 12/12/2017

**SUBJECT: CONDEMNATION & QUICK-TAKE POWERS OF EASEMENT FOR
OVERHILLS PARK WATER & SEWER DISTRICT**

BACKGROUND

At the September 7, 2017 Facilities Committee, Engineering & Infrastructure (E&I) Staff made the Committee aware that a portion of the Overhills Park Sewer Project would have to be redesigned based on an existing 36-inch pressurized force main along E. Manchester Road and that seven (7) easements would have to be acquired to install the rerouted sewer line. This redesign was recently completed. The Legal Department has completed title reports for each of the properties and approved the easement documents that will be used to execute the easements.

E&I Staff have received verbal confirmation from all but one of the property owners that they will grant the Overhills Park Water & Sewer District the necessary easements to install the sewer line. The property owner in disagreement owns property located at 1435 E. Manchester Road which is in the middle of the properties where easements are being acquired (see attached map). E&I Staff has met with the property owner on multiple occasions to discuss obtaining the easement. It is important to point out that the property located at 1435 E. Manchester Road has a non-functional septic system and has been deemed uninhabitable by Environmental Health due to the failing septic system. Without this easement, the lots to the east of this parcel cannot be served with public sewer. In light of this situation, E&I Staff is requesting condemnation and quick-take powers of the needed easement to keep this project moving forward.

This matter was presented and approved by the Facilities Committee on December 7th.

RECOMMENDATION / PROPOSED ACTION

The Engineering and Infrastructure Director, County Management, the County Attorney and the Facilities

Committee recommend that the Board of Commissioners approve the condemnation of the needed easements in case an agreement cannot be reached with any of the property owners.

ATTACHMENTS:

Description

Type

Overhills Easement Request Map

Backup Material





CUMBERLAND
★**COUNTY**★
NORTH CAROLINA

ASSISTANT COUNTY MANAGER - ENVIRONMENTAL/ COMMUNITY SAFETY

**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF DECEMBER 18,
2017**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: TRACY JACKSON, ASST. COUNTY MANAGER

DATE: 12/11/2017

**SUBJECT: LEASE AGREEMENT WITH THE NORTH CAROLINA DEPARTMENT OF
AGRICULTURE - PLANT INDUSTRY DIVISION**

BACKGROUND

The North Carolina Department of Agriculture-Plant Industry Division currently leases approximately 368 +/- square feet of space at the Charlie Rose Ag-Expo Center from Cumberland County for operation of its Witchweed program. This space is leased at the rate of \$15 per square foot or \$5,520 per year payable in equal monthly installments of \$460 per month, over a two (2) year period. The proposed term of the lease is January 1, 2018 to December 31, 2020. All the terms in the proposed lease remain the same. The County provides all utilities and janitorial services, but does not provide telephone services. This space has been leased for this purpose at least as far back as 2012.

RECOMMENDATION / PROPOSED ACTION

This item was approved by the Facilities Committee at its December 7, 2017 meeting and is being forwarded to the full Board of Commissioners for inclusion as a Consent Agenda item at their December 18, 2017 regular meeting.

ATTACHMENTS:

Description

2020 Witchweed Lease Agreement

Type

Backup Material

THIS LEASE DOES NOT BECOME EFFECTIVE UNTIL EXECUTED BY
THE NORTH CAROLINA DEPARTMENT OF ADMINISTRATION

STATE OF NORTH CAROLINA

LEASE AGREEMENT

COUNTY OF CUMBERLAND

THIS LEASE AGREEMENT, made and entered into as of the last date set forth in the notary acknowledgements below by and between, CUMBERLAND COUNTY, a body politic and corporate, hereinafter designated as Lessor, and the STATE OF NORTH CAROLINA, hereinafter designated as Lessee;

WITNESSETH:

THAT WHEREAS, authority to approve and execute this lease agreement was delegated to the Department of Administration by resolution adopted by the Governor and Council of State on the 1st day of September, 1981; and as amended on September 8, 1999 and December 7th, 1999, and

WHEREAS, the parties hereto have mutually agreed to the terms of this lease agreement as hereinafter set out,

NOW THEREFORE, in consideration of the rental hereinafter agreed to be paid and the terms and conditions hereinafter set forth, Lessor does hereby let and lease unto Lessee and Lessee hereby takes and leases from Lessor for and during the period of time and subject to the terms and conditions hereinafter set out certain space in the City of Fayetteville, County of Cumberland, North Carolina, more particularly described as follows:

Being approximately ±368 net square feet of office space being offices # 224, 226, and 227 in the Charlie Rose Ag-Expo Center, located in Fayetteville, Cumberland County, North Carolina and further described in "Exhibit A"

**DEPARTMENT OF AGRICULTURE AND CONSUMER RESOURCES
PLANT INDUSTRY DIVISION**

THE TERMS AND CONDITIONS OF THIS LEASE AGREEMENT ARE AS
FOLLOWS:

1. The term of this lease shall be for a period of three (3) years, commencing on the 1st day of January, 2018, or as soon thereafter as the leased premises are ceded to the Lessee and terminating on the 31st day of December, 2020.

2. During the term of the lease, the Lessee shall pay to the Lessor as rental for said premises the sum of \$5,520.00 Dollars per annum, which sum shall be paid in equal monthly installments of \$460.00 Dollars. The Lessee agrees to pay the aforesaid rental to Lessor at the address specified, or, to such other address as the Lessor may designate by a notice in writing at least fifteen (15) days prior to the due date.

3. Lessor agrees to furnish to the Lessee, as a part of the consideration for this lease, the following services and utilities to the satisfaction of the Lessee.

- A. Heating facilities, air conditioning facilities, adequate electrical facilities, adequate lighting fixtures and sockets, hot and cold water facilities, and adequate toilet facilities.
- B. Lessor to provide required fire extinguishers and servicing, pest control, and outside trash disposal. Maintenance of lawns, parking areas (including snow removal) and common areas are required.
- C. Parking
- D. The Lessor covenants that the leased premises are generally accessible to persons with disabilities. This shall include access into the premises from the parking areas (where applicable), into the premises via any common areas of the building and access to an accessible restroom.
- E. All stormwater fees.
- F. Any fire or safety inspection fees.
- G. Daily janitorial service and supplies.
- H. All utilities, except telephone.
- I. All land transfer tax/fees imposed by the County or City in which the space is located.
- J. The number of keys to be provided to Lessee for each lockset shall be reasonably determined by Lessee prior to occupancy and said keys shall be furnished by Lessor to Lessee at no cost to Lessee.
- K. All other terms and conditions of the signed "Proposal to Lease to the State of North Carolina" Form P0-28 and "Specifications for Non-advertised Lease."

4. During the lease term, the Lessor shall keep the leased premises in good repair and tenantable condition, to the end that all facilities are kept in an operative condition. Maintenance shall include, but is not limited to furnishing and replacing electrical light fixture ballasts, air conditioning and ventilating equipment filter pads, if applicable, and broken glass. In case Lessor shall, after notice in writing from the Lessee in regard to a specified condition, fail, refuse, or neglect to correct said condition, or in the event of an emergency constituting a hazard to the health or safety of the Lessee's employees, property, or invitees, it shall then be lawful for the Lessee in addition to any other remedy the Lessee may have, to make such repair at its own cost and to deduct the amount thereof from the rent that may then be or thereafter become due hereunder. The Lessor reserves the right to enter and inspect the leased premises, at reasonable times, and to make necessary repairs to the premises.

5. It is understood and agreed that Lessor shall, at the beginning of said lease term as hereinabove set forth, have the leased premises in a condition satisfactory to Lessee, including repairs, painting, partitioning, remodeling, plumbing and electrical wiring suitable for the

purposes for which the leased premises will be used by Lessee.

6. The Lessee shall have the right during the existence of this lease, with the Lessor's prior consent, to make alterations, attach fixtures and equipment, and erect additions, structures or signs in or upon the leased premises. Such fixtures, additions, structures or signs so placed in or upon or attached to the leased premises under this lease or any prior lease of which this lease is an extension or renewal shall be and remain the property of the Lessee and may be removed therefrom by the Lessee prior to the termination of this lease or any renewal or extension thereof, or within a reasonable time thereafter. The Lessee shall have no duty to remove any improvement or fixture placed by it on the premises or to restore any portion of the premises altered by it. In the event Lessee elects to remove his improvements or fixtures and such removal causes damage or injury to the demised premises, Lessee will repair only to the extent of any such damage or injury.

7. If the said premises be destroyed by fire or other casualty without fault of the Lessee, this lease shall immediately terminate and the rent shall be apportioned to the time of the damage. In case of partial destruction or damage by fire or other casualty without fault of the Lessee, so as to render the premises untenable in whole or in part, there shall be an apportionment of the rent until the damage has been repaired. During such period of repair, Lessee shall have the right to obtain similar office space at the expense of Lessee or the Lessee may terminate the lease by giving fifteen (15) days written notice to the Lessor.

8. Lessor shall be liable to Lessee for any loss or damages suffered by Lessee which are a direct result of the failure of Lessor to perform an act required by this lease, and provided that Lessor could reasonably have complied with said requirement.

9. Upon termination of this lease, the Lessee will peaceably surrender the leased premises in as good order and condition as when received, reasonable use and wear and damage by fire, war, riots, insurrection, public calamity, by the elements, by act of God, or by circumstances over which Lessee had no control or for which Lessor is responsible pursuant to this lease, excepted.

10. The Lessor agrees that the Lessee, upon keeping and performing the covenants and agreements herein contained, shall at all times during the existence of this lease peaceably and quietly have, hold, and enjoy the leased premises free from the adverse claims of any person.

11. The failure of either party to insist in any instance upon strict performance of any of the terms and conditions herein set forth shall not be construed as a waiver of the same in any other instance. No modification of any provision hereof and no cancellation or surrender thereof shall be valid unless in writing and signed and agreed to by both parties.

12. Any hold over after the expiration of the said term or any extension thereof, shall be construed to be a tenancy from month to month, and shall otherwise be on the terms and conditions herein specified, so far as applicable; however, either party shall give not less than sixty (60) days written notice to terminate the tenancy.

13. The parties to this lease agree and understand that the continuation of this lease agreement for the term period set forth herein, or any extension or renewal thereof, is dependent upon and subject to the appropriation, allocation or availability of funds for this purpose to the agency of the Lessee responsible for payment of said rental. The parties to this lease also agree that in the event the agency of the Lessee or that body responsible for the

appropriations of said funds, in its sole discretion, determines, in view of its total local office operations that available funding for the payment of rents are insufficient to continue the operation of its local offices on the premise leased herein, it may choose to terminate the lease agreement set forth herein by giving Lessor written notice of said termination, and the lease agreement shall terminate immediately without any further liability to Lessee.

14. All notices herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid and addressed as follows: To the Lessor at **County Manager, Cumberland County, PO Box 1829, Fayetteville, North Carolina** and the Lessee at **Attn: Director, Property and Construction, 1001 Mail Service Center, Raleigh, North Carolina 27699-1001** with a copy to **State Property Office, Attn: Leasing Manager, 1321 Mail Service Center, Raleigh, North Carolina 27699-1321**. Nothing herein contained shall preclude the giving of such notice by personal service. The address to which notices shall be mailed as aforesaid to either party may be changed by written notice.

15. N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

IN TESTIMONY WHEREOF, this lease has been executed by the parties hereto, in duplicate originals, as of the date first above written.

(Remainder of Page Intentionally Blank)

LESSEE

STATE OF NORTH CAROLINA

By: _____

G. Kent Yelverton, P.E.
Director, Property & Construction Division

STATE OF NORTH CAROLINA

COUNTY OF WAKE

I, _____, A Notary Public in and for the County and State aforesaid, do hereby certify that **G. Kent Yelverton** personally came before me this day and acknowledged the due execution by him of the foregoing instrument as Director of Property and Construction Division for the North Carolina Department of Agriculture and Consumer Services, in accordance with the authority vested in him and for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal this the ____ day of _____, 2017.

Notary Public

Printed Name _____

My Commission expires _____

ATTEST:

Print Name: _____

Clerk to the Board

LESSOR

CUMBERLAND COUNTY

By: _____

Glenn Adams, Chairman,

Cumberland County Board of Commissioners

STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

I, _____, A Notary Public for Cumberland County, North Carolina, do certify that Candice White, Clerk to the Board of Commissioners personally came before me this day and acknowledged that she is Clerk to the Cumberland County Board of Commissioners, and that by authority duly given and as an act of the County, the foregoing instrument was signed in its name by Glenn Adams, Chairman of the Cumberland County Board of Commissioners and attested by herself as Clerk to the Board.

IN WITNESS WHEREOF, i have hereunto set my hand and Notarial Seal, this the ___ day of _____, 2017.

Notary Public

Printed Name: _____

My commission expires _____

SPECIFICATIONS FOR NON-ADVERTISED LEASE

1. A floor plan to scale or a plan with room dimensions is required. Plan should show building exits for the proposed space. Also provide the year the building was constructed.
2. This facility must provide environment that is barrier free and easily accessible to physically disabled staff, visitors and clientele. Compliance with the State Building Code and the Americans with Disabilities Act is required. Toilet facilities shall be ADA accessible and code compliant.
3. Air conditioning and heating system shall be maintained by Lessor including frequent filter cleaning and replacement. Year round ventilation shall be provided to prevent stale air problems and unacceptable CO2 content. Waiting areas, LAN room and conference room(s) may require additional HVAC.
4. Telecommunication room temperature should be within a range of 65° to a maximum of 75°. This is a 24-hour per day, 7 day per week requirement. A separate HVAC system may be required to maintain this temperature range.
5. All lighting and electrical maintenance shall be furnished by Lessor including the replacement of ballasts, light tubes and replacement bulbs.
6. The Lessor shall provide required fire extinguishers rated at least 2A on every level and within 75 feet and servicing, pest control (by a licensed technician) and outside trash disposal including provision for the handling of recycling items such as aluminum cans, cardboard and paper. Year-round maintenance is required to maintain a neat and professional appearance of the site at all times.
7. Lessor shall provide internal and external sign that will provide easy identification of the office by the general public.
8. Locking hardware is required on all storage rooms, equipment rooms, files rooms and LAN room. Supply storage closets require shelving.
9. Lessor shall shampoo all carpet and clean the outside of the building windows annually.
10. Lessor shall be responsible for snow removal as quickly as possible to avoid work delays.
13. The per square foot price proposal is based on the floor plan and repair lists agreed upon by the State of North Carolina and includes but it not limited to: all partitions, demolition, and up fitting costs: building and grounds maintenance; property taxes; insurance; fire and safety inspection fees; stormwater fees; land transfer tax; common area maintenance and other building operational costs.
14. The number of keys to be provided to the State for each lockset shall be reasonably determined by the State prior to occupancy, at no cost to the State.
15. All parking areas shall be adequately lighted and located within a reasonable distance of the office.
16. Lessor shall provide all conduits and pull strings from above the ceiling to outlet boxes. State to install wiring and cover plates.

Lessor is in agreement with the above conditions and the conditions of the also signed "proposal to Lease to the State of North Carolina" Form P0-28.

Signature of Lessor

Date



CUMBERLAND
★**COUNTY**★
NORTH CAROLINA

ASSISTANT COUNTY MANAGER - ENVIRONMENTAL/ COMMUNITY SAFETY

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF DECEMBER 18,
2017

TO: BOARD OF COUNTY COMMISSIONERS

FROM: TRACY JACKSON, ASST. COUNTY MANAGER

DATE: 12/12/2017

**SUBJECT: RESOLUTION OF INTENT TO LEASE CERTAIN REAL PROPERTY TO
HOMETOWN SPORTS AMERICA, INC, AND CONDUCT STATUTORILY
REQUIRED ADVERTISING**

BACKGROUND

This item was presented at the December 7th Facilities Committee Meeting after Management approached the SwampDogs' General Manager to discuss terms for a lease agreement. The County Manager has received written notification from the team's General Manager, Mr. Jeremy Aagard, that the SwampDogs wish to renew the current lease for the same terms for one additional year. There is no desire to make any other adjustments to the lease agreement on the part of the SwampDogs at this time.

Hometown Sports America, Inc. wishes to renew an existing lease agreement with Cumberland County for J.P. Riddle Stadium located at 2823 Legion Road in Fayetteville. This agreement will expire December 31, 2017. The lease includes J.P. Riddle Stadium, all associated parking, and related facilities for use as a home field for the Fayetteville Swampdogs Baseball Team. *The lease terms would be as follows: up to two (2) consecutive one (1) year terms; annual rent shall be in the amount of \$12,000; the lessee shall maintain current concession rights; the lessor will pay utilities with the lessee paying a flat sum of One Hundred Fifty Dollars (\$150.00) per game in-season for any sponsored event at which baseball games are played and Two Hundred Fifty Dollars (\$250.00) per month, each month no games are played, during the off-season. Maintenance responsibilities will be split as agreed upon in the current lease agreement.*

RECOMMENDATION / PROPOSED ACTION

The Facilities Committee approved the lease renewal without changes for an additional year and have forwarded the agreement to the Board of Commissioners for further consideration. *Staff recommends*

approval of the intent to lease and required advertising and adoption of the following resolution:

BE IT RESOLVED that the Cumberland County Board of Commissioners finds that the real property known as J.P. Riddle Stadium and associated facilities located at 2823 Legion Road will not be needed for government purposes for the term proposed for the lease of the property to Hometown Sports America, Inc., and this Board intends to adopt a resolution at its regular meeting to be held on February 5, 2018, approving the lease pursuant to the terms to be advertised as follows:

TAKE NOTICE that the Cumberland County Board of Commissioners has found that the real property described herein will not be needed for government purposes for the term of the lease described herein and that the Board intends to adopt a resolution at its regular meeting to be held on December 18, 2017, approving the lease of J.P. Riddle Stadium and associated facilities located at 2823 Legion Road to Hometown Sports America, Inc. for up to two years, in one year consecutive terms, commencing on January 1, 2018 at an annual rental rate of \$12,000.



CUMBERLAND
★
COUNTY ★
NORTH CAROLINA

BOARD OF COMMISSIONERS' OFFICE

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF DECEMBER 18,
2017

TO: BOARD OF COUNTY COMMISSIONERS

FROM: KELLIE BEAM, DEPUTY CLERK TO THE BOARD

DATE: 12/13/2017

SUBJECT: CUMBERLAND COUNTY FACILITIES COMMITTEE MINUTES
DECEMBER 7, 2017

BACKGROUND

The draft minutes of the December 7, 2017 meeting of the Cumberland County Facilities Committee are attached for review.

RECOMMENDATION / PROPOSED ACTION

No action required.

ATTACHMENTS:

Description	Type
December 7, 2017 Facilities Committee Minutes	Backup Material

DRAFT

CUMBERLAND COUNTY FACILITIES COMMITTEE
JUDGE E. MAURICE BRASWELL CUMBERLAND COUNTY COURTHOUSE
117 DICK STREET, 5TH FLOOR, ROOM 564
DECEMBER 7, 2017 - 8:30 A.M.
REGULAR MEETING MINUTES

MEMBERS PRESENT: Commissioner Glenn Adams
 Commissioner Jeannette Council
 Commissioner Larry Lancaster

OTHER COMMISSIONERS PRESENT:
 Commissioner Michael Boose

OTHERS PRESENT: Amy Cannon, County Manager
 Tracy Jackson, Assistant County Manager
 Sally Shutt, Assistant County Manager
 Rick Moorefield, County Attorney
 Jeffery Brown, Engineering & Infrastructure Director
 Deborah Shaw, Budget Analyst
 Heather Harris, Budget Analyst
 Jon Soles, Public Information Specialist
 Drew Cox, Department of Transportation
 Candice White, Clerk to the Board
 Kellie Beam, Deputy Clerk to the Board
 Press

Commissioner Glenn Adams called the meeting to order.

1. APPROVAL OF MINUTES – NOVEMBER 2, 2017 SPECIAL MEETING

MOTION: Commissioner Lancaster moved to approve the minutes as presented.
SECOND: Commissioner Council
VOTE: UNANIMOUS (3-0)

2. FURTHER DISCUSSION OF THE J.P. RIDDLE STADIUM LEASE AGREEMENT

BACKGROUND:

This item was presented at the November 30, 2017 Facilities Committee Meeting, and staff was instructed to approach the SwampDogs and negotiate revised terms for a lease agreement.

DRAFT

The County Manager has received written notification from the team's General Manager, Mr. Jeremy Aagard, that the SwampDogs wish to renew the current lease for the same terms for one additional year. There is no desire to make any other adjustments to the lease agreement on the part of the SwampDogs at this time.

RECOMMENDATION/PROPOSED ACTION:

Staff recommends the Facilities Committee approve the lease renewal without changes for an additional year and forward the agreement to the Board of Commissioners as a Consent Agenda item for further consideration.

MOTION: Commissioner Lancaster moved to recommend to the full board approval of the J.P. Riddle Stadium lease renewal without changes for an additional year.

SECOND: Commissioner Council

VOTE: UNANIMOUS (3-0)

3. CONSIDERATION OF A CONTRACT FOR STREAM DEBRIS REMOVAL

BACKGROUND:

Cumberland County was awarded a disaster recovery grant in August from the Golden Leaf Foundation in the amount of \$500,000 for storm debris removal from Little Rockfish and Rockfish Creeks. The County had requested over \$2.4 million with the grant submittal to address stream debris removal in numerous water bodies within the County.

A pre-bid meeting was held on October 27, 2017 and informal bids were received on November 6, 2017. Only one bid was received in the amount of \$1,087,125.00 which was submitted by ES&J Enterprises, Inc. of Autryville, NC. This is the same contractor that has performed stream debris removal for the City of Fayetteville and the Town of Hope Mills. Immediately after receiving the bid, Engineering & Infrastructure (E&I) Staff reached out to the Golden Leaf Foundation to see if there was additional grant money available to the County to complete the project. Golden Leaf staff informed E&I staff that they were seeing quite a bit of disaster recovery projects bid higher than what grant funding was allocated. The Golden Leaf Foundation Board is meeting on December 7th to allocate approximately \$15 million of remaining disaster relief funding and this project has been included for consideration.

E&I Staff met with ES&J Enterprises, Inc. on November 15, 2017 to explain that the County only had \$500,000 available for the project and that the County could not award the project in its entirety. After some discussion, ES&J stated that they would be willing to reduce their bid price to \$495,000 to clean Little Rockfish Creek and the first four segments of Rockfish Creek. The bid price submitted to clean Little Rockfish Creek and the first four segments of Rockfish Creek was \$532,762.50.

DRAFT

In late October 2017, Cumberland County was also awarded \$1,219,408.00 in grant funding from the North Carolina Department of Agriculture and Consumer Services – Division of Soil & Water Conservation for stream debris removal in South River, Sandy Creek and Locks Creek. E&I Staff reached out to the Division of Soil & Water Conservation to ask if some of this funding could be used to complete Rockfish Creek if no additional grant funding is allocated by the Golden Leaf Foundation. E&I Staff was informed that this could be done. Therefore, if additional funding is not received from the Golden Leaf Foundation, E&I Staff’s recommendation is to utilize funding from the Division of Soil & Water Conservation to complete the cleaning of Rockfish Creek since this was one of the most severely impacted areas from flooding within the entire County from Hurricane Matthew.

RECOMMENDATION/PROPOSED ACTION:

The Engineering and Infrastructure Director and County Management recommend that the Facilities Committee approve the following recommendations and forward them to the Board of Commissioners for its consideration at their December 18, 2017 meeting.

1. Accept the revised bid for stream debris removal in Little Rockfish Creek and a portion of Rockfish Creek and award a contract to ES&J Enterprises, Inc. in the amount of \$495,000.
2. Authorize County Staff to formally request that grant funding awarded by the Division of Soil & Water Conservation be utilized to complete the cleaning of Rockfish Creek if additional funding is not allocated to Cumberland County by the Golden Leaf Foundation.
3. Approve Budget Ordinance Amendment #B181191 in the amount of \$500,000 to recognize the Disaster Recovery Grant award from the Golden Leaf Foundation for stream debris removal within Little Rockfish Creek and portions of Rockfish Creek.

Jeffery Brown, Engineering & Infrastructure Director, reviewed the background information and recommendation as recorded above.

- MOTION: Commissioner Council moved to recommend to the full board approval to
1. Accept the revised bid for stream debris removal in Little Rockfish Creek and a portion of Rockfish Creek and award a contract to ES&J Enterprises, Inc. in the amount of \$495,000.
 2. Authorize County Staff to formally request that grant funding awarded by the Division of Soil & Water Conservation be utilized to complete the cleaning of Rockfish Creek if additional funding is not allocated to Cumberland County by the Golden Leaf Foundation.

DRAFT

- 3. Approve Budget Ordinance Amendment #B181191 in the amount of \$500,000 to recognize the Disaster Recovery Grant award from the Golden Leaf Foundation for stream debris removal within Little Rockfish Creek and portions of Rockfish Creek.

SECOND: Commissioner Lancaster
 VOTE: UNANIMOUS (3-0)

4. CONSIDERATION OF RENEWAL OF LEASE WITH NORTH CAROLINA DEPARTMENT OF AGRICULTURE

BACKGROUND:

The North Carolina Department of Agriculture-Plant Industry Division currently leases approximately 368 +/- square feet of space at the Charlie Rose Ag-Expo Center from Cumberland County for operation of its Witchweed program. This space is leased at the rate of \$15 per square foot or \$5,520 per year payable in equal monthly installments of \$460 per month, over a two (2) year period. The proposed term of the lease is January 1, 2018 to December 31, 2020. All the terms in the proposed lease remain the same. The County provides all utilities and janitorial services, but does not provide telephone services. This space has been leased for this purpose at least as far back as 2012.

RECOMMENDATION/PROPOSED ACTION:

Staff recommends approval of the proposed lease agreement and forwarding to the full Board of Commissioners for inclusion as a Consent Agenda item at their December 18, 2017 regular meeting.

THIS LEASE DOES NOT BECOME EFFECTIVE UNTIL EXECUTED BY THE NORTH CAROLINA DEPARTMENT OF ADMINISTRATION

STATE OF NORTH CAROLINA

LEASE AGREEMENT

COUNTY OF CUMBERLAND

THIS LEASE AGREEMENT, made and entered into as of the last date set forth in the notary acknowledgements below by and between, CUMBERLAND COUNTY, a body politic and corporate, hereinafter designated as Lessor, and the STATE OF NORTH CAROLINA, hereinafter designated as Lessee;

WITNESSETH:

THAT WHEREAS, authority to approve and execute this lease agreement was delegated to the Department of Administration by resolution adopted by the Governor and Council of State on the 1st day of September, 1981; and as amended on September 8, 1999 and December 7th, 1999, and

DRAFT

WHEREAS, the parties hereto have mutually agreed to the terms of this lease agreement as hereinafter set out,

NOW THEREFORE, in consideration of the rental hereinafter agreed to be paid and the terms and conditions hereinafter set forth, Lessor does hereby let and lease unto Lessee and Lessee hereby takes and leases from Lessor for and during the period of time and subject to the terms and conditions hereinafter set out certain space in the City of Fayetteville, County of Cumberland, North Carolina, more particularly described as follows:

Being approximately ±368 net square feet of office space being offices # 224, 226, and 227 in the Charlie Rose Ag-Expo Center, located in Fayetteville, Cumberland County, North Carolina and further described in "Exhibit A"

DEPARTMENT OF AGRICULTURE AND CONSUMER RESOURCES PLANT INDUSTRY DIVISION

THE TERMS AND CONDITIONS OF THIS LEASE AGREEMENT ARE AS FOLLOWS:

1. The term of this lease shall be for a period of three (3) years, commencing on the 1st day of January, 2018, or as soon thereafter as the leased premises are ceded to the Lessee and terminating on the 31st day of December, 2020.

2. During the term of the lease, the Lessee shall pay to the Lessor as rental for said premises the sum of \$5,520.00 Dollars per annum, which sum shall be paid in equal monthly installments of \$460.00 Dollars. The Lessee agrees to pay the aforesaid rental to Lessor at the address specified, or, to such other address as the Lessor may designate by a notice in writing at least fifteen (15) days prior to the due date.

3. Lessor agrees to furnish to the Lessee, as a part of the consideration for this lease, the following services and utilities to the satisfaction of the Lessee.

- A. Heating facilities, air conditioning facilities, adequate electrical facilities, adequate lighting fixtures and sockets, hot and cold water facilities, and adequate toilet facilities.
- B. Lessor to provide required fire extinguishers and servicing, pest control, and outside trash disposal. Maintenance of lawns, parking areas (including snow removal) and common areas are required.
- C. Parking
- D. The Lessor covenants that the leased premises are generally accessible to persons with disabilities. This shall include access into the premises from the parking areas (where applicable), into the premises via any common areas of the building and access to an accessible restroom.
- E. All stormwater fees.
- F. Any fire or safety inspection fees.
- G. Daily janitorial service and supplies.

DRAFT

- H. All utilities, except telephone.
- I. All land transfer tax/fees imposed by the County or City in which the space is located.
- J. The number of keys to be provided to Lessee for each lockset shall be reasonably determined by Lessee prior to occupancy and said keys shall be furnished by Lessor to Lessee at no cost to Lessee.
- K. All other terms and conditions of the signed "Proposal to Lease to the State of North Carolina" Form P0-28 and "Specifications for Non-advertised Lease."

4. During the lease term, the Lessor shall keep the leased premises in good repair and tenantable condition, to the end that all facilities are kept in an operative condition. Maintenance shall include, but is not limited to furnishing and replacing electrical light fixture ballasts, air conditioning and ventilating equipment filter pads, if applicable, and broken glass. In case Lessor shall, after notice in writing from the Lessee in regard to a specified condition, fail, refuse, or neglect to correct said condition, or in the event of an emergency constituting a hazard to the health or safety of the Lessee's employees, property, or invitees, it shall then be lawful for the Lessee in addition to any other remedy the Lessee may have, to make such repair at its own cost and to deduct the amount thereof from the rent that may then be or thereafter become due hereunder. The Lessor reserves the right to enter and inspect the leased premises, at reasonable times, and to make necessary repairs to the premises.

5. It is understood and agreed that Lessor shall, at the beginning of said lease term as hereinabove set forth, have the leased premises in a condition satisfactory to Lessee, including repairs, painting, partitioning, remodeling, plumbing and electrical wiring suitable for the purposes for which the leased premises will be used by Lessee.

6. The Lessee shall have the right during the existence of this lease, with the Lessor's prior consent, to make alterations, attach fixtures and equipment, and erect additions, structures or signs in or upon the leased premises. Such fixtures, additions, structures or signs so placed in or upon or attached to the leased premises under this lease or any prior lease of which this lease is an extension or renewal shall be and remain the property of the Lessee and may be removed therefrom by the Lessee prior to the termination of this lease or any renewal or extension thereof, or within a reasonable time thereafter. The Lessee shall have no duty to remove any improvement or fixture placed by it on the premises or to restore any portion of the premises altered by it. In the event Lessee elects to remove his improvements or fixtures and such removal causes damage or injury to the demised premises, Lessee will repair only to the extent of any such damage or injury.

7. If the said premises be destroyed by fire or other casualty without fault of the Lessee, this lease shall immediately terminate and the rent shall be apportioned to the time of the damage. In case of partial destruction or damage by fire or other casualty without fault of the Lessee, so as to render the premises untenable in whole or in part, there shall be an apportionment of the rent until the damage has been repaired. During such period of repair, Lessee shall have the right to obtain similar office space at the expense of Lessee or the Lessee may terminate the lease by giving fifteen (15) days written notice to the Lessor.

8. Lessor shall be liable to Lessee for any loss or damages suffered by Lessee which are a direct result of the failure of Lessor to perform an act required by this lease, and

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provided that Lessor could reasonably have complied with said requirement.

9. Upon termination of this lease, the Lessee will peaceably surrender the leased premises in as good order and condition as when received, reasonable use and wear and damage by fire, war, riots, insurrection, public calamity, by the elements, by act of God, or by circumstances over which Lessee had no control or for which Lessor is responsible pursuant to this lease, excepted.

10. The Lessor agrees that the Lessee, upon keeping and performing the covenants and agreements herein contained, shall at all times during the existence of this lease peaceably and quietly have, hold, and enjoy the leased premises free from the adverse claims of any person.

11. The failure of either party to insist in any instance upon strict performance of any of the terms and conditions herein set forth shall not be construed as a waiver of the same in any other instance. No modification of any provision hereof and no cancellation or surrender thereof shall be valid unless in writing and signed and agreed to by both parties.

12. Any hold over after the expiration of the said term or any extension thereof, shall be construed to be a tenancy from month to month, and shall otherwise be on the terms and conditions herein specified, so far as applicable; however, either party shall give not less than sixty (60) days written notice to terminate the tenancy.

13. The parties to this lease agree and understand that the continuation of this lease agreement for the term period set forth herein, or any extension or renewal thereof, is dependent upon and subject to the appropriation, allocation or availability of funds for this purpose to the agency of the Lessee responsible for payment of said rental. The parties to this lease also agree that in the event the agency of the Lessee or that body responsible for the appropriations of said funds, in its sole discretion, determines, in view of its total local office operations that available funding for the payment of rents are insufficient to continue the operation of its local offices on the premise leased herein, it may choose to terminate the lease agreement set forth herein by giving Lessor written notice of said termination, and the lease agreement shall terminate immediately without any further liability to Lessee.

14. All notices herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid and addressed as follows: To the Lessor at County Manager, Cumberland County, PO Box 1829, Fayetteville, North Carolina and the Lessee at Attn: Director, Property and Construction, 1001 Mail Service Center, Raleigh, North Carolina 27699-1001 with a copy to State Property Office, Attn: Leasing Manager, 1321 Mail Service Center, Raleigh, North Carolina 27699-1321. Nothing herein contained shall preclude the giving of such notice by personal service. The address to which notices shall be mailed as aforesaid to either party may be changed by written notice.

15. N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

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IN TESTIMONY WHEREOF, this lease has been executed by the parties hereto, in duplicate originals, as of the date first above written

LESSEE

STATE OF NORTH CAROLINA

By: _____

G. Kent Yelverton, P.E.
Director, Property & Construction Division

STATE OF NORTH CAROLINA

COUNTY OF WAKE

I, _____, A Notary Public in and for the County and State aforesaid, do hereby certify that **G. Kent Yelverton** personally came before me this day and acknowledged the due execution by him of the foregoing instrument as Director of Property and Construction Division for the North Carolina Department of Agriculture and Consumer Services, in accordance with the authority vested in him and for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal this the ____ day of _____, 2017.

Notary Public

Printed

Name _____

My Commission expires _____

ATTEST:

LESSOR

CUMBERLAND COUNTY

Print Name: _____

Clerk to the Board

DRAFT

By: _____

Glenn Adams, Chairman,

Cumberland County Board of Commissioners

STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

I, _____, A Notary Public for Cumberland County, North Carolina, do certify that Candice White, Clerk to the Board of Commissioners personally came before me this day and acknowledged that she is Clerk to the Cumberland County Board of Commissioners, and that by authority duly given and as an act of the County, the foregoing instrument was signed in its name by Glenn Adams, Chairman of the Cumberland County Board of Commissioners and attested by herself as Clerk to the Board.

IN WITNESS WHEREOF, i have hereunto set my hand and Notarial Seal, this the ___ day of _____, 2017.

Notary Public
Printed Name: _____

My commission expires _____

SPECIFICATIONS FOR NON-ADVERTISED LEASE

1. A floor plan to scale or a plan with room dimensions is required. Plan should show building exits for the proposed space. Also provide the year the building was constructed.
2. This facility must provide environment that is barrier free and easily accessible to physically disabled staff, visitors and clientele. Compliance with the State Building Code and the Americans with Disabilities Act is required. Toilet facilities shall be ADA accessible and code compliant.
3. Air conditioning and heating system shall be maintained by Lessor including frequent filter cleaning and replacement. Year round ventilation shall be provided to prevent stale air problems and unacceptable CO2 content. Waiting areas, LAN room and conference room(s) may require additional HVAC.

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4. Telecommunication room temperature should be within a range of 65° to a maximum of 75°. This is a 24-hour per day, 7 day per week requirement. A separate HVAC system may be required to maintain this temperature range.
5. All lighting and electrical maintenance shall be furnished by Lessor including the replacement of ballasts, light tubes and replacement bulbs.
6. The Lessor shall provide required fire extinguishers rated at least 2A on every level and within 75 feet and servicing, pest control (by a licensed technician) and outside trash disposal including provision for the handling of recycling items such as aluminum cans, cardboard and paper. Year-round maintenance is required to maintain a neat and professional appearance of the site at all times.
7. Lessor shall provide internal and external sign that will provide easy identification of the office by the general public.
8. Locking hardware is required on all storage rooms, equipment rooms, files rooms and LAN room. Supply storage closets require shelving.
9. Lessor shall shampoo all carpet and clean the outside of the building windows annually.
10. Lessor shall be responsible for snow removal as quickly as possible to avoid work delays.
13. The per square foot price proposal is based on the floor plan and repair lists agreed upon by the State of North Carolina and includes but it not limited to: all partitions, demolition, and up fitting costs: building and grounds maintenance; property taxes; insurance; fire and safety inspection fees; stormwater fees; land transfer tax; common area maintenance and other building operational costs.
14. The number of keys to be provided to the State for each lockset shall be reasonably determined by the State prior to occupancy, at no cost to the State.
15. All parking areas shall be adequately lighted and located within a reasonable distance of the office.
16. Lessor shall provide all conduits and pull strings from above the ceiling to outlet boxes. State to install wiring and cover plates.

Lessor is in agreement with the above conditions and the conditions of the also signed "proposal to Lease to the State of North Carolina" Form P0-28.

Signature of Lessor

Date

DRAFT

Tracy Jackson, Assistant County Manager, reviewed the background information, recommendation and lease agreement recorded above.

Commissioner Boose stated this lease may need to be reviewed to include utilities, janitorial service and whether the County spends more than \$460 per month on this space. Mr. Jackson stated this lease was reviewed in March 2016. Ms. Cannon stated the goal of the Facilities Committee at the time the leases were reviewed in March 2016 was to target a square footage rate of \$15 per square foot as opposed to \$12 per square foot.

Commissioner Lancaster stated moving forward he would like to see all lease information provided to the Board of Commissioners for another review. Ms. Cannon stated Mr. Brown and Mr. Jackson have prepared a spreadsheet with all lease information but there was not enough time to include on this committee agenda so it will be brought to a later meeting.

MOTION: Commissioner Lancaster moved to recommend to the full board approval of the proposed lease agreement with the NC Department of Agriculture-Plant Industry Division.
SECOND: Commissioner Council
VOTE: UNANIMOUS (3-0)

5. CONSIDERATION OF CONDEMNATION OF EASEMENTS FOR THE OVERHILLS PARK WATER & SEWER DISTRICT

BACKGROUND:

At the September 7, 2017 Facilities Committee meeting, Engineering & Infrastructure (E&I) Staff made the Committee aware that a portion of the Overhills Park Sewer Project would have to be redesigned based on an existing 36-inch pressurized force main along E. Manchester Road and that seven easements would have to be acquired to install the rerouted sewer line. This redesign was recently completed. The Legal Department has completed title reports for each of the properties and approved the easement documents that will be used to execute the easements.

Currently, E&I Staff has received verbal confirmation with all but one of the property owners that they would grant the Overhills Park Water & Sewer District the needed easements to install the sewer line. This property is located at 1435 E. Manchester Road and is in the middle of the properties where easements are being acquired. E&I Staff has met with the property owners on multiple occasions to discuss the easement. It is important to point out that the property located at 1435 E. Manchester Road has a non-functional septic system and has been deemed uninhabitable by Environmental Health due to the failing septic system. Without this easement, the lots to the east of this parcel cannot be served with public sewer. Due to this, E&I Staff is requesting condemnation and quick-take powers of the needed easement to keep this project moving towards completion.

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RECOMMENDATION/PROPOSED ACTION:

The Engineering & Infrastructure Director, County Management and the County Attorney recommend that the Facilities Committee approve the condemnation of the needed easements in case an agreement cannot be reached with any of the property owners and place it on the agendas of the December 18, 2017 Board of Commissioners and Overhills Park Water and Sewer District meetings for approval.

Mr. Brown reviewed the background information and recommendation as recorded above.

MOTION: Commissioner Lancaster moved to recommend to the full board approval of the condemnation of the needed easements in case an agreement cannot be reached with any of the property owners as recommended above.

SECOND: Commissioner Lancaster

VOTE: UNANIMOUS (3-0)

6. OTHER ITEMS OF BUSINESS

There were no other items of business.

MEETING ADJOURNED AT 8:48 AM.



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COUNTY ★
NORTH CAROLINA

PLANNING AND INSPECTIONS DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF DECEMBER 18,
2017

TO: BOARD OF COUNTY COMMISSIONERS

FROM: CUMBERLAND COUNTY JOINT PLANNING BOARD

DATE: 12/7/2017

SUBJECT: CASE P17-44

BACKGROUND

Case P17-44: Rezoning of 7.64+/- acres from RR Rural Residential & RR Rural Residential/CU Conditional Use Overlay for a welding shop and dwelling to RR Rural Residential or to a more restrictive zoning district, located at 3873 Butler Nursery Road, submitted by Casey Jones on behalf of George B. Jones Heirs (owner).

RECOMMENDATION / PROPOSED ACTION

Planning Board Action: Unanimously recommended approval of the staff recommendation at the November 21, 2017 meeting for the reasons stated in the recommendations of the Planning Staff and as fully reflected in the minutes of the Planning Board Meeting which are incorporated herein by reference.

Staff Recommendation: Staff recommends approval of the rezoning to remove the Conditional Use Overlay for a welding shop at the property owner's request and find the South Central Land Use Plan has been examined and does not address this particular situation; and further find approval of the request is reasonable and in the public interest because Conditional Use Overlays were approved prior to 2005 in order to allow land uses that were not permitted in the current zoning district in exceptional situations, later deemed as an improper use of zoning, and that the initially zoned approved business is no longer in operation at this location.

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

MOTION:

In Case P17-44, I move to approve the rezoning to remove the Conditional Use Overlay for a welding shop at the property owner's request and find the South Central Land Use Plan has been examined and does not address this particular situation; and further find approval of the request is reasonable and in the public interest because the business is no longer in operation at this location.

ATTACHMENTS:

Description

Action Memo

Type

Backup Material

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

DECEMBER 7, 2017

MEMO TO: Cumberland County Board of Commissioners

FROM: Cumberland County Joint Planning Board

SUBJECT: **Case P17-44:** Rezoning of 7.64+/- acres from RR Rural Residential & RR Rural Residential/CU Conditional Use Overlay for a welding shop and dwelling to RR Rural Residential or to a more restrictive zoning district, located at 3873 Butler Nursery Road, submitted by Casey Jones on behalf of George B. Jones Heirs (owner).

ACTION: Unanimously recommended approval of the staff recommendation at the November 21, 2017 meeting for the reasons stated in the recommendations of the Planning Staff and as fully reflected in the minutes of the Planning Board Meeting which are incorporated herein by reference.

PROPERTY INFORMATION: Frontage & Location: 700'+/- on SR 2233 (Butler Nursery Road); **Depth:** 540'+/- ; **Adjacent Property:** Yes; **Current Use:** Residential; **Initial Zoning:** RR & RR/CU for welding shop – March 1, 1994 (Area 17); **Nonconformities:** None; **Zoning Violation(s):** None; **School Capacity/Enrolled:** Alderman Road Elementary: 750/691; Gray's Creek Middle: 1100/1061; Gray's Creek High: 1470/1496; **Special Flood Hazard Area (SFHA):** None; **Water/Sewer Availability:** Well/Septic; **Soil Limitations:** Yes- Hydric: Ro (Roanoke and Wahee loams); **Subdivision/Site Plan:** Subdivision approval (2 lots) is pending rezoning -Case 17-112; **Highway Plan:** Butler Nursery Road is identified as a local road in the 2040 Metropolitan Transportation Plan with no constructions/improvements planned; no impact on the Transportation Improvement Plan; **Average Daily Traffic County (2016):** 1,100 on SR 2233 (Butler Nursery Rd); Surrounding Land Use: Residential (including manufactured homes), religious worship facility, truck terminal activities, waste storage/disposal facility; Comprehensive Plans: **2030 Growth Vision Plan:** Rural area; **South Central Land Use Plan:** Farmland; **Notes:** Density (minus 15% for r/w): RR – 14 lots/14 units; Minimum Yard Setbacks: **RR:** Front yard: 30', Side yard: 15', Rear yard: 35'.

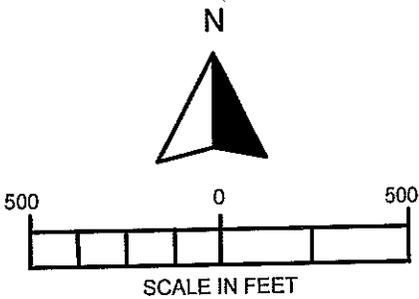
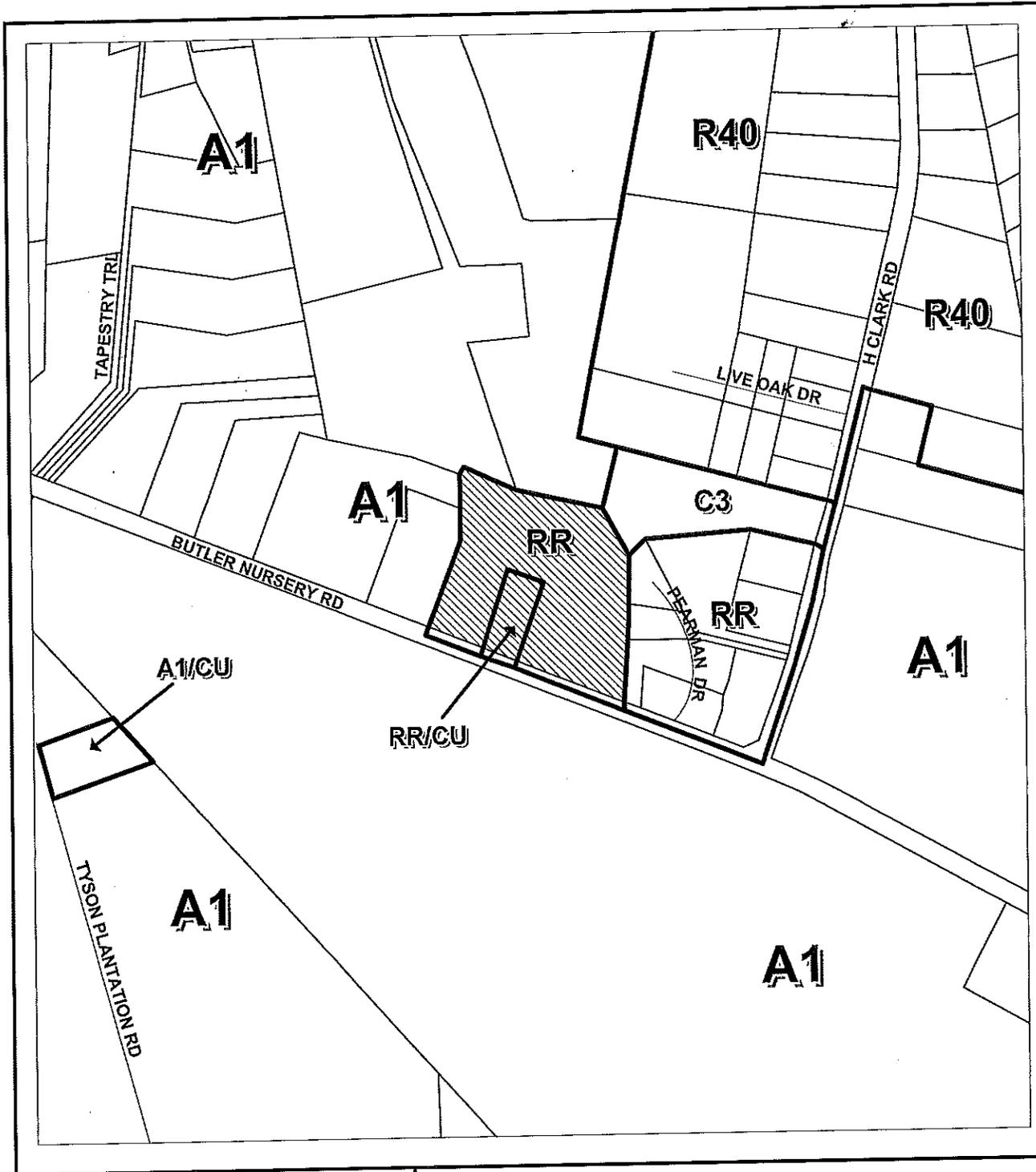
MINUTES OF NOVEMBER 21, 2017

In Case P17-44, the Planning and Inspections Staff recommends approval of the rezoning to remove the Conditional Use Overlay for a welding shop at the property owner's request and find the South Central Land Use Plan has been examined and does not address this particular situation; and further find approval of the request is reasonable and in the public interest because Conditional Use Overlays were approved prior to 2005 in order to allow land uses that were not permitted in the current zoning district in exceptional situations, later deemed as an improper use of zoning, and that the initially zoned approved business is no longer in operation at this location.

In Case P17-44, Mrs. Wheatley made a motion, seconded by Mr. Crumpler to approve the rezoning from RR Rural Residential & RR Rural Residential/CU Conditional Use Overlay for a welding shop to RR Rural Residential at the property owner's request and find the South Central Land Use Plan has been examined and does not address this particular situation; and further find approval of the request is reasonable and in the public interest because Conditional Use Overlays were approved prior to 2005 in order to allow land uses that were not permitted in the current zoning district in exceptional situations, later deemed as an improper use of zoning, and that the initially zoned approved business is no longer in operation at this location. The motion 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 RR/CU & RR TO RR

ACREAGE: 7.64 AC.+/-	HEARING NO: P17-44	
ORDINANCE: COUNTY	HEARING DATE	ACTION
STAFF RECOMMENDATION		
PLANNING BOARD		
GOVERNING BOARD		



CUMBERLAND
★ **COUNTY** ★
NORTH CAROLINA

PLANNING AND INSPECTIONS DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF DECEMBER 18,
2017

TO: BOARD OF COUNTY COMMISSIONERS

FROM: CUMBERLAND COUNTY JOINT PLANNING BOARD

DATE: 12/7/2017

SUBJECT: CASE P17-45

BACKGROUND

Case P17-45: Rezoning of 10.42+/- acres from R6A Residential to C(P) Planned Commercial or to a more restrictive zoning district; located on east side of SR 1138 (Applebury Lane) across from the intersection of Cumberland Bay Drive; submitted by Albert Norton Jr. on behalf of Ole Bluff LLC (owner). (Hope Mills & County)

RECOMMENDATION / PROPOSED ACTION

Planning Board Action: Unanimously recommended approval of the staff recommendation at the November 21, 2017 meeting for the reasons stated in the recommendations of the Planning Staff and as fully reflected in the minutes of the Planning Board Meeting which are incorporated herein by reference.

Staff Recommendation:

Staff recommends to approve the rezoning from R6A Residential to C(P) Planned Commercial and find it is consistent with the adopted Southwest Cumberland Land Use Plan, which calls for "Mixed Use and Heavy Commercial" developments at this location, mixed use allows for retail and commercial uses; and further find that approval of the request is reasonable and in the public interest because all uses allowed within the R6A district are not suitable for a gateway into the town. In addition, approval will allow for increased commercial development of property under the same ownership and located at a major intersection.

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

MOTION:

In Case P17-45, I move to approve the rezoning from R6A Residential to C(P) Planned Commercial and find it is consistent with the adopted Southwest Cumberland Land Use Plan, which calls for “Mixed Use and Heavy Commercial” developments at this location and mixed use allows for retail and commercial uses; and further find that approval of the request is reasonable and in the public interest because all uses allowed within the R6A district would not be suitable at this location. In addition, approval will allow for increased commercial development of property under the same ownership and located at a major intersection.

ATTACHMENTS:

Description

Type

Action Memo

Backup Material

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

DECEMBER 7, 2017

MEMO TO: Cumberland County Board of Commissioners

FROM: Cumberland County Joint Planning Board

SUBJECT: **Case P17-45:** Rezoning of 10.42+/- acres from R6A Residential to C(P) Planned Commercial or to a more restrictive zoning district; located on east side of SR 1138 (Applebury Lane) across from the intersection of Cumberland Bay Drive; submitted by Albert Norton Jr. on behalf of Ole Bluff LLC (owner). (Hope Mills & County)

ACTION: Unanimously recommended approval of the staff recommendation at the November 21, 2017 meeting for the reasons stated in the recommendations of the Planning Staff and as fully reflected in the minutes of the Planning Board Meeting which are incorporated herein by reference.

PROPERTY INFORMATION: **Frontage & Location:** 878'+/- on SR 1138 (Applebury Lane); **Depth:** 960'+/-; **Adjacent Property:** No; **Municipal Influence Area:** Hope Mills (County portion); **Current Use:** Vacant; **Initial Zoning:** R6A – August 1, 1975 (Area 3); **Nonconformities:** None; **Zoning Violation(s):** None-County (Hope Mills- none known); **School Capacity/Enrolled:** Cumberland Mills Elementary: 630/649; Ireland Drive Middle: 340/293; Douglas Byrd Middle: 702/573; Douglas Byrd High: 1280/1149; **Town of Hope Mills:** Comments requested, none received; **Special Flood Hazard Area (SFHA):** None; **Water/Sewer Availability:** PWC/PWC; **Soil Limitations:** None; **Subdivision/Site Plan:** If approved, site plan review required; **Highway Plan:** Applebury Lane is identified as a local road in the 2040 Metropolitan Transportation Plan with no constructions/improvements planned; no impact on the Transportation Improvement Plan; **Average Daily Traffic County (2016):** 17,000 on SR 1141 (Cumberland Road); Surrounding Land Use: Residential (including manufactured homes & multi-family dwellings), manufactured home park, club, lawn mower repair, convenience store, religious worship facility, school, retailing or servicing, barbering & hairdressing, motor vehicle repair, restaurant, bank and mini-warehousing; Comprehensive Plans: **2030 Growth Vision Plan:** Urban; **Southwest Cumberland Land Use Plan:** Mixed Use (County); Mixed Use & Heavy; **Notes:** Density (minus 15% for R/W): R6A – 95 lots/95 units, MHP – 83 units; Minimum Yard Setbacks: **C(P):** Front yard: 50', Side yard: 30'; **R6A:** Front yard: 25', 10'

MINUTES OF NOVEMBER 21, 2017

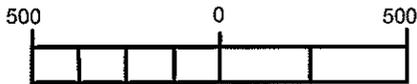
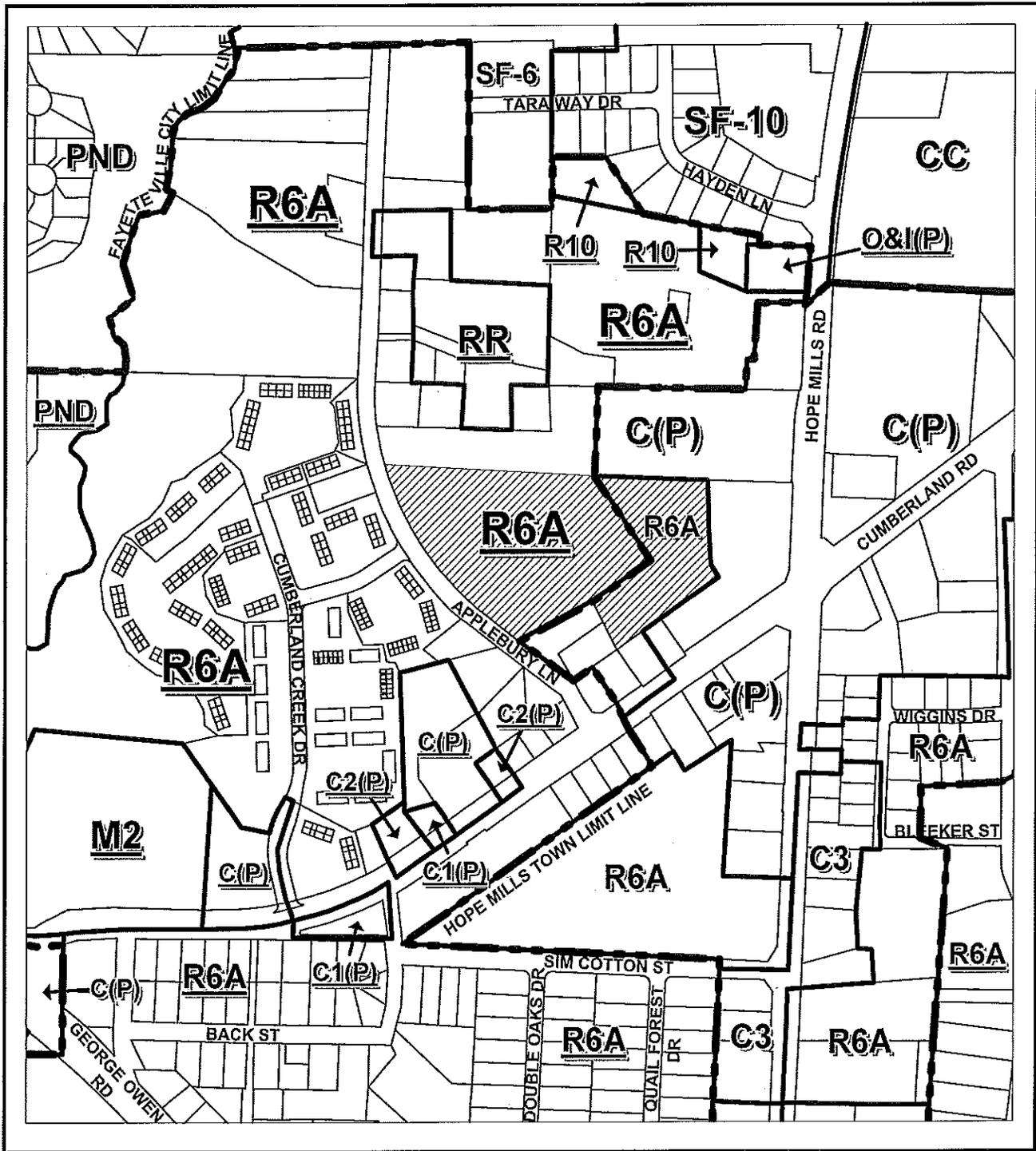
In Case P17-45, the Planning and Inspections Staff recommends to approve the rezoning from R6A Residential to C(P) Planned Commercial and find it is consistent with the adopted Southwest Cumberland Land Use Plan, which calls for "Mixed Use and Heavy Commercial" developments at this location, mixed use allows for retail and commercial uses; and further find that approval of the

request is reasonable and in the public interest because all uses allowed within the R6A district are not suitable for a gateway into the town. In addition, approval will allow for increased commercial development of property under the same ownership and located at a major intersection.

In Case P17-45, Mrs. Wheatley made a motion, seconded by Mr. Crumpler to approve the rezoning from R6A Residential to C(P) Planned Commercial and find it is consistent with the adopted Southwest Cumberland Land Use Plan which calls for "Mixed Use and Heavy Commercial" at this location; and further find approval of the request is reasonable and in the public interest because all uses allowed within the R6A district are not suitable for a gateway into the town. In addition, approval will allow for increased commercial development of property under the same ownership and located at a major intersection. The motion 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.



SCALE IN FEET

REQUESTED REZONING R6A TO C(P)

ACREAGE: 10.42 AC.+/-	HEARING NO: P17-45	
ORDINANCE: COUNTY / HOPE MILLS	HEARING DATE	ACTION
STAFF RECOMMENDATION		
PLANNING BOARD		
GOVERNING BOARD		

PIN: 0405-96-0988
 PORT OF PIN: 0405-87-8074,

MB



PLANNING AND INSPECTIONS DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF DECEMBER 18, 2017

TO: BOARD OF COUNTY COMMISSIONERS

FROM: CUMBERLAND COUNTY JOINT PLANNING BOARD

DATE: 12/7/2017

SUBJECT: CASE P17-49

BACKGROUND

Case P17-49: Rezoning of .68+/- acres from O&I(P) Planned Office and Institutional to C(P) Planned Commercial or to a more restrictive zoning district, located at 3886 & 3890 Cumberland Road, submitted by Eric Nantes & Leslie Boswell (owners).

RECOMMENDATION / PROPOSED ACTION

Planning Board Action: Unanimously recommended approval of the staff recommendation at the November 21, 2017 meeting for the reasons stated in the recommendations of the Planning Staff and as fully reflected in the minutes of the Planning Board Meeting which are incorporated herein by reference.

Staff Recommendation:

Staff recommends the board approve the rezoning from O&I(P) Planned Office and Institutional to C(P) Planned Commercial and find it is consistent with the Southwest Cumberland Land Use Plan which calls for "Heavy Commercial" at this location; and further find approval of the request is reasonable and in the public interest because even though public sewer is normally required for a favorable recommendation to commercial, sewer is not available and the district requested is in harmony with the area along Cumberland Road that has been transitioning from residential to light and heavy commercial over that last ten years.

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

MOTION:

In Case P17-49, I move to approve the rezoning from O&I(P) Planned Office and Institutional to C(P) Planned Commercial and find it is consistent with the adopted Southwest Cumberland Land Use Plan which calls for “Heavy Commercial” at this location; and further find approval of the request is reasonable and in the public interest because although public sewer is normally required for a favorable recommendation to commercial zoning, sewer is not available and the district requested is in harmony with the area along Cumberland Road that has been transitioning from residential to light and heavy commercial over the last ten years.

ATTACHMENTS:

Description	Type
Action Memo	Backup Material

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
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—◆—
Planning & Inspections Department

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Deputy Director

Vikki Andrews,
Carl Manning,
Lori Epler,
Cumberland County

Stan Crumpler,
Town of Eastover

Patricia Hall,
Town of Hope Mills

DECEMBER 7, 2017

MEMO TO: Cumberland County Board of Commissioners

FROM: Cumberland County Joint Planning Board

SUBJECT: **Case P17-49:** Rezoning of .68+/- acres from O&I(P) Planned Office and Institutional to C(P) Planned Commercial or to a more restrictive zoning district, located at 3886 & 3890 Cumberland Road, submitted by Eric Nantes & Leslie Boswell (owners).

ACTION: Unanimously recommended approval of the staff recommendation at the November 21, 2017 meeting for the reasons stated in the recommendations of the Planning Staff and as fully reflected in the minutes of the Planning Board Meeting which are incorporated herein by reference.

PROPERTY INFORMATION: Frontage & Location: 105.75'+/- on SR 1141 (Cumberland Road); **Depth:** 290'+/-; **Adjacent Property:** No; **Municipal Influence Area:** Fayetteville; **Current Use:** Office; **Initial Zoning:** R6A – August 1, 1975 (Area 3); **Nonconformities:** Existing residential structure is nonconforming. Setbacks will become more nonconforming; **Zoning Violation(s):** None issued; **School Capacity/Enrolled:** McArthur Elementary: 465/452; Ireland Drive Middle: 340/293; Douglas Byrd Middle 702/573; Douglas Byrd High: 1280/1149; **Special Flood Hazard Area (SFHA):** None; **Water/Sewer Availability:** PWC/Septic; **Soil Limitations:** None; **Subdivision/Site Plan:** If approved, site plan review required; **Average Daily Traffic County (2016):** 23,000 on SR 1141 (Cumberland Road); **Highway Plan:** Cumberland Road is identified as a Thoroughfare existing in the 2040 Metropolitan Transportation Plan with no constructions/improvements planned; no impact on the Transportation Improvement Plan; **Surrounding Land Use:** Residential (single, multi-family & manufactured homes), trade contracting, motor vehicle repair & open storage of vehicles; **Comprehensive Plans: 2030 Growth Vision Plan:** Urban; **Southwest Cumberland Land Use Plan:** Heavy Commercial; **Notes: Minimum Yard Setbacks: C(P):** Front yard: 50', Side yard: 30', Rear yard: 30'; **O&I(P):** Front yard: 35', Side yard: 15', Rear yard: 20'

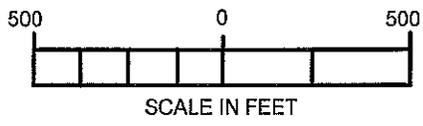
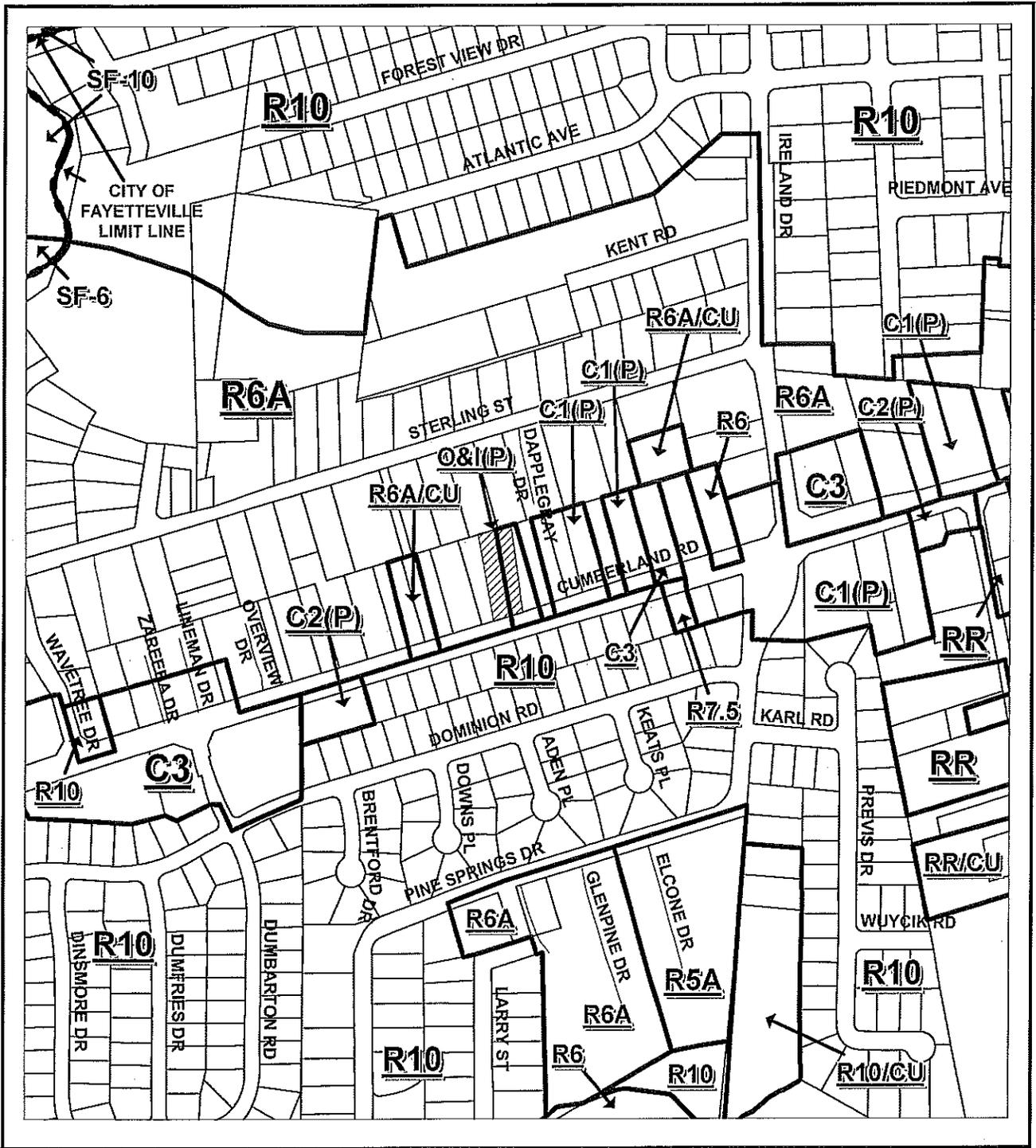
MINUTES OF NOVEMBER 21, 2017

In Case P17-49, the Planning and Inspections Staff recommends the board approve the rezoning from O&I(P) Planned Office and Institutional to C(P) Planned Commercial and find it is consistent with the Southwest Cumberland Land Use Plan which calls for "Heavy Commercial" at this location; and further find approval of the request is reasonable and in the public interest because even though public sewer is normally required for a favorable recommendation to commercial, sewer is not available and the district requested is in harmony with the area along Cumberland Road that has been transitioning from residential to light and heavy commercial over that last ten years.

In Case P17-49, Mrs. Wheatley made a motion, seconded by Mr. Crumpler to approve the rezoning from O&I(P) Planned Office and Institutional to C(P) Planned Commercial and find it is consistent with the adopted Southwest Cumberland Land Use Plan which calls for "Heavy Commercial" at this location; and further find approval of the request is reasonable and in the public interest because even though public sewer is normally required for a favorable recommendation to commercial, sewer is not available and the district requested is in harmony with the area along Cumberland Road that has been transitioning from residential to light and heavy commercial over that last ten years. The motion 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 O&I(P) TO C(P)

ACREAGE: 0.68 AC.+/-		HEARING NO: P17-49	
ORDINANCE: COUNTY	HEARING DATE	ACTION	
STAFF RECOMMENDATION			
PLANNING BOARD			
GOVERNING BOARD			



PLANNING AND INSPECTIONS DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF DECEMBER 18, 2017

TO: BOARD OF COUNTY COMMISSIONERS

FROM: CUMBERLAND COUNTY JOINT PLANNING

DATE: 12/7/2017

SUBJECT: CASE P17-50

BACKGROUND

Case P17-50: Rezoning of 2.36+/- acres from A1 Agricultural to R40A Residential or to a more restrictive zoning district, located at 4764 Beaver Dam Church Road, submitted by Lynetta Grace Faircloth (owner).

RECOMMENDATION / PROPOSED ACTION

Planning Board Action: Unanimously recommended approval of the staff recommendation at the November 21, 2017 meeting for the reasons stated in the recommendations of the Planning Staff and as fully reflected in the minutes of the Planning Board Meeting which are incorporated herein by reference.

Staff Recommendation: Staff recommends the board approve the rezoning from A1 Agricultural to R40A Residential and find: a. The approval is an amendment to the adopted Southeast Cumberland Land Use Plan (2016) map; and that the Board of Commissioners should not require any additional request or application for amendment to said map; b. The following change in conditions was considered in amending the zoning ordinance (zoning map) to meet the development needs of the community: approval of the request is consistent with the Southeast Land Use Plan text in that it will allow for lot sizes and land uses that accommodate residential development while protecting and maintaining the rural residential character of the farmland area; c. And, this rezoning approval is reasonable and in the public interest because the district requested will limit uses on this site to primarily single-family residential uses and is accordant with previous approvals in the general area.

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

MOTION:

In Case P17-50, I move to approve the rezoning from A1 Agricultural to R40A Residential and find:

- (a) The approval is an amendment to the adopted Southeast Cumberland Land Use Plan (2016) map; and the Board of Commissioners shall not require any additional request or application for amendment to the said map.
- (b) The following change in conditions was considered in amending the zoning ordinance or zoning map to meet the development needs of the community: approval of the request is consistent with the text of the Southeast Land Use Plan in that it will allow for lot sizes and land uses that accommodate residential development while protecting and maintaining the rural residential character of the farmland area
- (c) And, this rezoning approval is reasonable and in the public interest because the district requested will limit uses on this site to primarily single-family residential uses and is in accord with previous rezoning approvals in this area.

ATTACHMENTS:

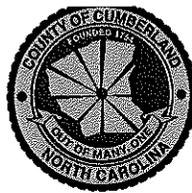
Description	Type
Action Memo	Backup Material

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

DECEMBER 7, 2017

MEMO TO: Cumberland County Board of Commissioners

FROM: Cumberland County Joint Planning Board

SUBJECT: **Case P17-50:** Rezoning of 2.36+/- acres from A1 Agricultural to R40A Residential or to a more restrictive zoning district, located at 4764 Beaver Dam Church Road, submitted by Lynetta Grace Faircloth (owner).

ACTION: Unanimously recommended approval of the staff recommendation at the November 21, 2017 meeting for the reasons stated in the recommendations of the Planning Staff and as fully reflected in the minutes of the Planning Board Meeting which are incorporated herein by reference.

SITE INFORMATION: Frontage & Location: 25'+/- on SR 2040 (Beaver Dam Church Road; **Depth:** 934'+/-; **Adjacent Property:** No; **Current Use:** Residential; **Initial Zoning:** A1 – September 3, 1996 (Area 23); **Nonconformities:** None; **Zoning Violation(s):** None issued; **School Capacity/Enrolled:** Beaver Dam Elementary: 105/88; Mac Williams Middle: 1270/1102; Cape Fear High: 1425/1482; **Special Flood Hazard Area (SFHA):** None; **Water/Sewer Availability:** Well/Septic; **Soil Limitations:** None; **Subdivision/Site Plan:** If approved, review may be required; **Average Daily Traffic County (2016):** 210 on SR 2040 (Beaver Dam Church Road); Surrounding Land Use: Residential, religious worship facility, agricultural farm use; Comprehensive Plans: **2030 Growth Vision Plan:** Rural area; **Southeast Cumberland Land Use Plan:** Farmland; **Notes:** Density: A1- 1 lot/unit, A1A- 2 lots/units, R40A- 2 lots/3 units; Minimum Yard Setbacks: **A1:** Front yard: 50', Side yard: 20', Rear yard: 50'; **A1A:** Front yard: 50', Side yard: 20', Rear yard: 50'; **R40A:** Front yard: 30', Side yard: 15', Rear yard: 35'.

MINUTES OF NOVEMBER 21, 2017

In Case P17-50, the Planning and Inspections Staff recommends the board approve the rezoning from A1 Agricultural to R40A Residential and find:

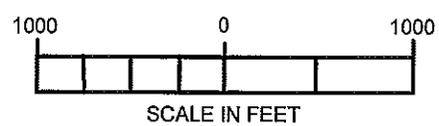
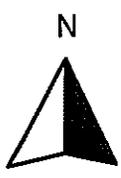
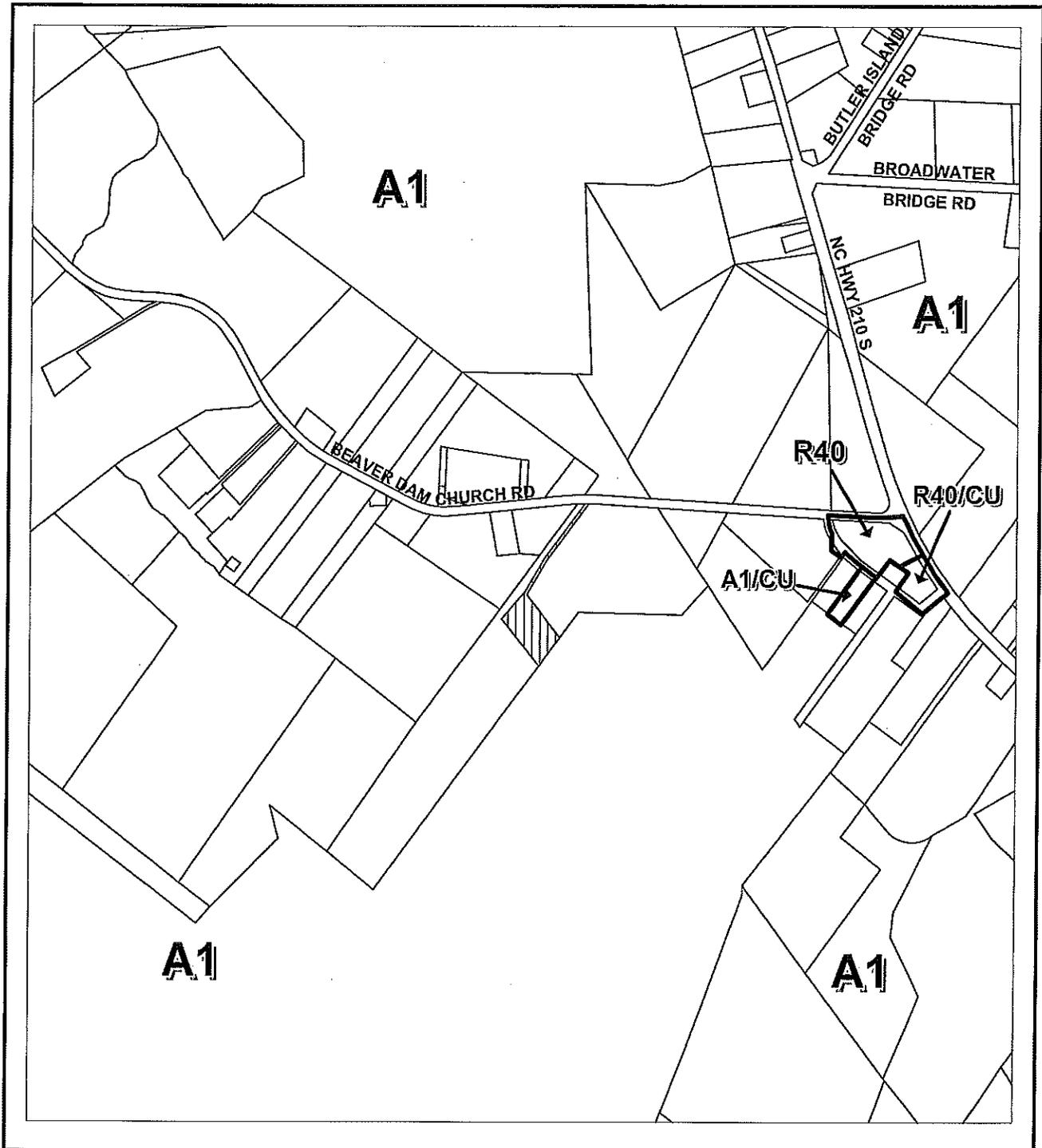
- a. The approval is an amendment to the adopted Southeast Cumberland Land Use Plan (2016) map; and that the Board of Commissioners should not require any additional request or application for amendment to said map;
- b. The following change in conditions was considered in amending the zoning ordinance (zoning map) to meet the development needs of the community: approval of the request is consistent with the Southeast Land Use Plan text in that it will allow for lot sizes and land uses that accommodate residential development while protecting and maintaining the rural residential character of the farmland area;

- c. And, this rezoning approval is reasonable and in the public interest because the district requested will limit uses on this site to primarily single-family residential uses and is accordant with previous approvals in the general area.

In Case P17-50, Mrs. Wheatley made a motion, seconded by Mr. Crumpler to approve the rezoning from A1 Agricultural to R40A Residential and find: a. The approval is an amendment to the adopted Southeast Cumberland Land Use Plan (2016) map; and that the Board of Commissioners should not require any additional request or application for amendment to said map; b. The following change in conditions was considered in amending the zoning ordinance (zoning map) to meet the development needs of the community: approval of the request is consistent with the Southeast Land Use Plan text in that it will allow for lot sizes and land uses that accommodate residential development while protecting and maintaining the rural residential character of the farmland area; c. And, this rezoning approval is reasonable and in the public interest because the district requested will limit uses on this site to primarily single-family residential uses and is accordant with previous approvals in the general area. The motion 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

ACREAGE: 2.36 AC.+/-	HEARING NO: P17-50	
ORDINANCE: COUNTY	HEARING DATE	ACTION
STAFF RECOMMENDATION		
PLANNING BOARD		
GOVERNING BOARD		

PIN: 1421-33-8237



BOARD OF COMMISSIONERS' OFFICE

**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF DECEMBER 18,
2017**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: KELLIE BEAM, DEPUTY CLERK TO THE BOARD

DATE: 11/29/2017

**SUBJECT: CUMBERLAND COUNTY HOME AND COMMUNITY CARE BLOCK GRANT
COMMITTEE (7 VACANCIES)**

BACKGROUND

On November 20, 2017 the Board of Commissioners nominated the following individuals to fill seven (7) vacancies on the Cumberland County Home and Community Care Block Grant Committee.

NOMINEE(S)

Older Consumer:

Stephen MacDonald (new appointment)

Cassandra McMillion (reappointment)

Aging Service Provider:

Kendra Haywood (new appointment)

Antoinette Hernandez (reappointment)

Lisa Hughes (new appointment)

Helen Godwin (reappointment)

Civic Representative:

Robin Kivett (reappointment)

I have attached the current membership list for this Committee.

RECOMMENDATION / PROPOSED ACTION

Appoint individuals to fill the seven (7) vacancies above.

ATTACHMENTS:

Description

Type

Cumberland County Home and Community Care Block Grant Committee

Backup Material

CUMBERLAND COUNTY
HOME AND COMMUNITY CARE BLOCK GRANT COMMITTEE
(PLANNING COMMITTEE FOR AGING SERVICES)
4 Year Term

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
<u>Older Consumer</u> Susan Hesnard 2130 Bay Water Drive Fayetteville, NC 28304	9/16	1st	Sept/20 9/30/20	Yes
Glenn Draughon 5521 Winners Circle Hope Mills, NC 28348 424-5425	12/12	1st	Dec/16 12/31/16	Yes
Mary Mack 5471 Maplewood Lane Fayetteville, NC 28314 867-9533	4/13	1 st	April/17 4/30/17	Yes
Rebecca Campbell 7027 Darnell Street Fayetteville, NC 28314 487-7555	9/16	1st	Sept/20 9/30/20	Yes
Diane D. Townsend 5625 Pepperbush Drive Fayetteville NC 28304 426-4948	9/16	1 st	Sept/20 9/30/20	Yes
Edna Cogdell 734 Ashburton Drive Fayetteville, NC 28301 488-4582/624-4558	9/16	1 st	Sept/20 9/30/20	Yes
Cassandra McMillion 1905 Eichelberger Drive Fayetteville, NC 28303 488-8336 / 391-1508	11/12	1 st	Nov/16 11/30/16	Yes
Annie R. Hasan 1340 McArthur Road Fayetteville, NC 28311 630-0688/482-3513 (W)	2/13	2nd	Feb/17 2/28/17	No

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
<u>Aging Service Provider</u>				
Karin Simkin Department of Social Services PO Box 2429 Fayetteville, NC 28302-2429	4/13	2 nd	April/17 4/30/17	No
Rosa Crowe PO Box 64526 Fayetteville, NC 28306 424-2993	4/13	2 nd	April/17 4/30/17	No
Mary Galyean Fayetteville-Cumberland Senior Center 739 Blue Street Fayetteville, NC 28301	4/13	2 nd	April/17 4/30/17	No
Antoinette Hernandez 7661 Beverly Drive Fayetteville, NC 28314 263-1833	11/12	1 st	Nov/16 11/30/16	Yes
Raymond Johnson Jr. 736 Pecan Grove Loop Hope Mills, NC 28348 706-464-8120	9/16	1 st	Dec/16 12/31/16	Yes
			serving unexpired term; eligible for two additional terms	
Tina Dicke Legal Aid of NC PO Box 1268 Fayetteville, NC 28302	4/13	2 nd	April/17 4/30/17	No
Donald Wire 540 Nottingham Dr Fayetteville, NC 28311 717-0769 (H)	9/12	1 st	Sep/16 9/30/16	Yes
Doris Snider Spring Lake Senior Enrichment Center 301 Ruth Street Spring Lake, NC 28390	12/16	2 nd	Dec/19 12/31/19	No

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
<u>Aging Service Provider</u>				
Helen Godwin 805 Retriever Court Fayetteville, NC 28311 630-3674/670-2451	9/16	1st	Dec/16 12/31/16	Yes
	serving unexpired term; eligible for two additional terms			
<u>Civic Representative</u>				
Robin Kivett Cape Fear Valley 4042 Pleasant View Drive Fayetteville, NC 28312 483-6964/615-5649	11/12	1st	Nov/16 11/30/16	Yes
<u>Elected Official</u>				
Frances Collier PO Box 47 Linden, NC 28356	9/16	1st	Sept/20 9/30/20	Yes
<u>County Representative</u>				
Amy Cannon County Manager PO Box 1829 Fayetteville, NC 28302-1829	02/11	NA	NA	NA

Meets the 3rd Thursday of January, April, August and November at 2:00 PM at various service providers within Cumberland County

Contact: Tracy Honeycutt - 323-4191 x27 - Fax 323-9330 – thoneycutt@mccog.org



BOARD OF COMMISSIONERS' OFFICE

**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF DECEMBER 18,
2017**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: KELLIE BEAM, DEPUTY CLERK TO THE BOARD

DATE: 12/13/2017

**SUBJECT: FAYETTEVILLE CUMBERLAND COUNTY ECONOMIC DEVELOPMENT
CORPORATION (1 VACANCY)**

BACKGROUND

At their December 4, 2017 meeting, the Board of Commissioners nominated the following individual to fill one (1) vacancy on the Fayetteville/Cumberland County Economic Development Corporation:

NOMINEE(S)

At-Large Representative:

Kelvin Farmer

I have attached the current membership list for this Board.

RECOMMENDATION / PROPOSED ACTION

Appoint individual to fill the one (1) vacancy above.

ATTACHMENTS:

Description

Fayetteville Cumberland Economic Development Corporation

Type

Backup Material

FAYETTEVILLE/CUMBERLAND COUNTY ECONOMIC DEVELOPMENT CORPORATION
(County Appointees)
Initial staggered terms followed by three-year terms

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
<u>Elected Official – Chairman or Designee</u>				
Glenn Adams 407 Hilliard Drive Fayetteville, NC 28311 822-4578/223-1400	1/17			
	*Appointment of Elected Official is a Chairman's liaison appointment for only one year; can be the Chairman or a designee			
<u>At-Large</u>				
Timothy S. Richardson 125 Magnolia Ave Fayetteville, NC 28305 484-8486/307-9110	11/15	1 st	Jan/18 1/1/18	
	appointed for an initial two-year term			
Juanita Pilgrim 621 Hilliard Ct Fayetteville, NC 28311 822-1794/964-5778	11/15	1 st	Jan/19 1/1/19	
	appointed for an initial three-year term			

**A copy of the interlocal agreement approved by the Board of Commissioners on September 21, 2015 is in the file.

***Per Article II, Section 2.4 of the Bylaws of the FCEDC "The terms of all appointed directors shall commence on the first Monday in December in the year of their appointments".

Contact: Robert Van Geons, President/CEO 678-7644/ Amber Quinn

Meetings: 2nd Tuesday monthly at 7:30 a.m. at 201 Hay Street, R. B. Williams Building, 4th floor, Fayetteville, NC 28303



CUMBERLAND
★ **COUNTY** ★
NORTH CAROLINA

ENGINEERING AND INFRASTRUCTURE DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF DECEMBER 18,
2017

TO: BOARD OF COUNTY COMMISSIONERS

**FROM: JEFFERY P. BROWN, PE, ENGINEERING & INFRASTRUCTURE
DIRECTOR**

DATE: 12/13/2017

**SUBJECT: OVERHILLS PARK GOVERNING BOARD: CONSIDERATION OF
CONDEMNATION & QUICK-TAKE POWERS OF EASEMENT FOR
OVERHILLS PARK WATER & SEWER DISTRICT**

BACKGROUND

At the September 7, 2017 Facilities Committee, Engineering & Infrastructure (E&I) Staff made the Committee aware that a portion of the Overhills Park Sewer Project would have to be redesigned based on an existing 36-inch pressurized force main along E. Manchester Road and that seven easements would have to be acquired to install the rerouted sewer line. This redesign was recently completed. The Legal Department has completed title reports for each of the properties and approved the easement documents that will be used to execute the easements.

Currently E&I Staff have received verbal confirmation with all but one of the property owners that they would grant the Overhills Park Water & Sewer District the needed easements to install the sewer line. This property is located at 1435 E. Manchester Road and is in the middle of the properties in which easements are being acquired (see attached map). E&I Staff has met with the property owners on multiple occasions to discuss the easement. It is important to point out that the property located at 1435 E. Manchester Road has a non-functional septic system and has been deemed uninhabitable by Environmental Health due to the failing septic system. Without this easement, the lots to the east of this parcel cannot be served with public sewer. Due to this, E&I Staff is requesting condemnation and quick-take powers of the needed easement to keep this project moving towards completion.

This was presented and approved by the Facilities Committee on December 7th.

RECOMMENDATION / PROPOSED ACTION

The Engineering and Infrastructure Director, County Management, the County Attorney and the Facilities Committee recommend that the Board of Commissioners approve the condemnation of the needed easements in case an agreement cannot be reached with any of the property owners.

ATTACHMENTS:

Description	Type
Map of Parcels in Which Easements Are Required	Backup Material

