

Town of Spring Lake

BOARD OF COMMISSIONERS

Fredricka Sutherland, Mayor Pro Tem
Tony Burgess, Commissioner
Soñia L. Cooper, Commissioner
Jackie Jackson, Commissioner
Adrian Thompson, Commissioner



CHARTERED IN 1951

OFFICE OF THE MAYOR

Kia Anthony, Mayor

ADMINISTRATION

Dennis English Jr., Interim Town Manager
Carly Autry, Town Clerk
Michael R. Porter, Town Attorney

Board of Commissioners Regular Meeting Agenda Monday, June 8, 2026 6:00 PM Grady Howard Conference Room

The public may view the live Board of Commissioners Meeting on the Town's YouTube Channel:
www.townofspringlake.com

1. **CALL TO ORDER**
2. **INVOCATION AND PLEDGE OF ALLEGIANCE** – Reverend Smith
3. **ADDITIONS AND DELETIONS**
4. **APPROVAL OF AGENDA**
5. **APPROVAL OF CONSENT ITEMS**
 - a. Draft Minutes of May 11, 2026, Regular Meeting
 - b. Draft Minutes of May 26, 2026, Special Meeting
6. **PUBLIC COMMENTS (Limit 3 minutes per speaker)**
7. **PRESENTATIONS**
 - a. Certificates of Appreciation – Commissioner Adrian Thompson
 - b. Hurricane Preparedness – Chini Gault, Emergency Management Planner I, Cumberland County Emergency Services
8. **PUBLIC HEARINGS**
 - a. **ZON-26-0023**: Rezoning request from CD Conservancy District and C(P) Planned Commercial District to C(P) Planned Commercial District or to a more restrictive zoning district for four (4) parcels comprising approximately 4.02 acres; located west of N Bragg Blvd and 340 feet south of W. Manchester Road.; submitted by The Charleston Group and Tanner Postal Commercial Real Estate (Agents) on behalf of James and Pennapa Hinnant, Cynthia Goins, and Martha Harkins (Owners). – Richard Fagan, Planner II, Cumberland County Planning & Inspections Dept.

- b. System Development Fees – David Honeycutt, Principal, McGill Associates, PA
- c. TOSL FY2026-2027 Budget – Interim Town Manager Dennis English Jr.

9. OLD BUSINESS

- a. Discussion Regarding Draft Policy 43. Cellular Phones for Elected Officials – Mayor Kia Anthony
- b. Consideration of Next Steps in the Town Manager Recruitment Process – Commissioner Jackie Jackson
- c. Discussion Regarding Draft Interlocal PWC Agreement – Interim Town Manager Dennis English Jr.

10. NEW BUSINESS

- a. **ZON-26-0023**: Rezoning request from CD Conservancy District and C(P) Planned Commercial District to C(P) Planned Commercial District or to a more restrictive zoning district for four (4) parcels comprising approximately 4.02 acres; located west of N Bragg Blvd and 340 feet south of W. Manchester Road.; submitted by The Charleston Group and Tanner Postal Commercial Real Estate (Agents) on behalf of James and Pennapa Hinnant, Cynthia Goins, and Martha Harkins (Owners). – Mayor Kia Anthony
- b. Ordinance 2026-3; To Adopt System Development Fees for Water and Sewer to the Rate and Fee Schedule for the Town of Spring Lake, NC Pursuant to NCGS §162A – Mayor Kia Anthony
- c. Resolution 2026-12; Adopting Cumberland-Hoke Regional Hazard Mitigation Plan – Mayor Kia Anthony
- d. Budget Amendment (BA-24) FY2026 – Finance Director James Overton
- e. Discussion Regarding Draft Overhills Park Sewer Agreement – Interim Town Manager Dennis English Jr.
- f. Letters to the Attorneys Regarding FY2021-2022 Audit – Interim Town Manager Dennis English Jr.
- g. Discussion Regarding Draft Policy 44. Public Records Request Policy – Commissioner Jackie Jackson
- h. Mayor’s Report – Mayor Kia Anthony
- i. Board of Commissioners Report – Town of Spring Lake Board of Commissioners
- j. Manager’s Report – Interim Town Manager Dennis English Jr.
- k. Town Attorney Report – Town Attorney Michael Porter

11. ADJOURNMENT

Town of Spring Lake
Regular Meeting of the Board of Commissioners
Municipal Building
300 Ruth Street
Spring Lake, NC 28390

May 11, 2026

MINUTES

6:00 pm

The Town of Spring Lake Board of Commissioners held a Regular Meeting in the Grady Howard Conference Room of the Spring Lake Municipal Building with Mayor Kia Anthony presiding.

BOARD MEMBERS PRESENT: Mayor Pro Tem Fredricka Sutherland via telephone
Commissioner Tony Burgess
Commissioner Soña L. Cooper
Commissioner Jackie Jackson
Commissioner Adrian Thompspon

OTHERS PRESENT:

Carly Autry, Town Clerk
Dennis English Jr., Interim Town Manager
Police Chief Errol Jarman, Town of Spring Lake Police Department
James Overton, Finance Director
Michael Porter, Town Attorney
Officer Jared Truman, Town of Spring Lake Police Department
Steve Wing, Building Superintendent

1. CALL TO ORDER

Mayor Anthony declared a quorum and called the meeting to order.

2. INVOCATION AND PLEDGE OF ALLEGIANCE

Police Chief Errol Jarman gave the Invocation and led the Pledge of Allegiance.

3. ADDITIONS OR DELETIONS

Mayor Anthony requested to add Discussion Regarding Health Insurance Increase under New Business.

4. APPROVAL OF AGENDA

Action: Motion to approve the April 13, 2026, Regular Meeting agenda with the addition.

Motion by: Commissioner Cooper

Second by: Commissioner Thompson

Vote: Unanimous

5. APPROVAL OF CONSENT ITEMS

Action: Motion to approve draft minutes of April 13, 2026, Regular Meeting, draft minutes of April 20, 2026, Special Meeting, draft minutes of April 27, 2026, Work Session, and draft minutes of May 1, 2026, Special Meeting.

Motion by: Commissioner Cooper
Second by: Commissioner Thompson
Vote: Unanimous

6. PUBLIC COMMENTS

Mary Jackson, Spring Lake resident, addressed the Board regarding the removal of kiosks. She asked whether the Town had publicly evaluated if the kiosks were actually serving residents as intended. Ms. Jackson noted that many families, seniors, and military personnel were affected. She respectfully requested that the Board publicly release kiosk usage logistics, vendor costs, and operational reports.

Sean Brigner, Spring Lake resident, reminded everyone that the final vote regarding Manchester Elementary was scheduled for tomorrow, Tuesday, May 12, 2026, and noted that the timeline and related information had already been released. He encouraged everyone to continue attending and staying involved throughout the process. Mr. Brigner stated that several positive news articles had been published regarding the efforts surrounding the matter and expressed appreciation for the continued support and attendance from the community. He further stated that he planned to attend again and continue addressing concerns and unanswered questions related to the matter. Mr. Brigner encouraged everyone to continue showing support by attending and inviting others to participate as well.

7. PRESENTATIONS

a. Town Manager Search, Council-Manager Form of Government – Joe Durham & Harold Own, North Carolina League of Municipalities (NCLM) – Mr. Durham explained that he and Mr. Owen were Municipal Operations Consultants providing technical assistance to Towns. He emphasized the importance of being open and transparent during the Manager search process. Mr. Durham noted that the Town would conduct the process, which could be done by selecting a point person or committee. He explained it was a confidential process that could be either internal or external, and that Towns could lead internally or hire a consultant.

Mr. Durham reviewed the Council-Manager form of government, noting that 97% of North Carolina municipalities operate under this system. He outlined the Manager's duties and responsibilities, including attending all meetings, enforcing laws, preparing the annual budget, and submitting annual reports to the Council.

Mr. Durham discussed the importance of hiring a manager who is a member of the International City County Management Association (ICMA), which holds Managers to a Code of Ethics. He emphasized that hiring a Town Manager is the most important decision the Board will make, as this person manages day-to-day operations.

The presentation covered developing a candidate profile, including desired qualifications such as a Master's Degree in Public Administration, years of experience, and ICMA credentials. Mr. Durham explained that the entire process could take several months, including application review, screening, and selection.

Mr. Durham discussed salary ranges, noting that competitive ranges from the previous year were \$110,000 to \$120,000, though these figures would need updating. He outlined various publication venues for job postings, including ICMA website, local newspapers, and social media platforms.

The screening process could involve the full elected Board reviewing applications, a committee narrowing candidates to 2-3 finalists, or hiring a search firm. Mr. Durham emphasized the confidential nature of the process due to many applicants already having jobs.

Mr. Durham noted there were approximately 40-50 Manager vacancies across the state, making it a competitive market where candidates also evaluate Towns. Video conferencing for initial interviews had become popular, with final interviews conducted in person.

Mr. Durham stressed the importance of unanimous Board consensus on the selected candidate and discussed background checks, reference verification, and the possibility of public forums with final candidates.

Mayor Anthony thanked Mr. Durham and Mr. Owen and asked about assistance with updating the job description, noting the Town currently lacked an HR Clerk. Mr. Durham confirmed the League could help with job description updates and provide compensation ranges based on budget, population, and comparable positions.

Commissioner Cooper thanked Mr. Durham and Mr. Owen, noting they had previously helped the Town develop its strategic plan and expressing appreciation for their continued support.

Commissioner Jackson asked for clarification that any changes related to compensation would require Board approval and that no changes would be made without a Board vote. Mr. Durham responded that he would not make any changes independently and stated that he was only providing information for the Board's consideration. He further stated that while suggestions or recommendations may be presented from time to time, all related decisions would ultimately be made by the Board.

Mayor Anthony encouraged residents to obtain copies of the presentation if they didn't receive the full agenda packet, emphasizing the importance of understanding how the Town operates.

8. PUBLIC HEARINGS

a. ZON-26-0011: Rezoning Request from O&I Office and Institutional District to R-6 Residential District or to a more restrictive zoning district for two (2) parcels containing approximately 0.73 acres; located on the southwest corner of Elizabeth St and John St. submitted by Drafting and Design Services, Inc. (Agent/Applicant) on behalf of Kingdom Community Development corporation (Owner). – Richard Fagan, Planner II, Cumberland County Planning & Inspections – Mr. Fagan explained the intent was to demolish the existing structure and develop single-family residential units. The property previously contained a single-family home that had been demolished, along with undeveloped wooded areas. Surrounding uses included single-family residential, manufactured homes, multifamily residential, and the Spring Lake Recreation Center.

Mr. Fagan described the surrounding zoning districts and noted there were no hydric soils on the property, with water and sewer services available along both John Street and Elizabeth Street. The property sat within the Spring Lake Area Land Use Plan with a high-density residential designation, making the request consistent with the adopted Land Use Plan.

Mr. Fagan showed photographs of the subject property and surrounding areas, noting the structure had been demolished. Staff recommended approval of the rezoning request.

Mayor Anthony declared the Public Hearing open for **ZON-26-0011**.

Mayor Anthony three (3) times called for any persons in favor regarding **ZON-26-0011**, which there were two (2).

Michael Blakely, Sanford, spoke as the representative of the applicant. He stated that housing development had already been completed on properties to the east and west of the area and that the current project would continue development along Elizabeth Street. He further stated that there were future plans for additional housing development at Warfield and Elizabeth Streets. Mr. Blakely noted that Kingdom Development had previously completed 14 homes in the community, that the current project would add three (3) additional homes, and that seven (7) more homes were planned for the Elizabeth and Warfield area. He stated that the projects were intended to revitalize the area and replace older homes.

Mayor Anthony stated it was important to recognize the number of new homes being developed while the community was also advocating to keep the school open.

Bettye Sanford, Spring Lake resident, stated that while the additional housing was positive for the community, she believed the prices of the apartments and houses were too expensive and should be reduced to make them more affordable for residents. She further commented that along Chapel Hill Road there appeared to be occupied apartment units and questioned how long the apartments had been available.

Mayor Anthony reminded to remain on the topic under discussion.

Mayor Anthony three (3) times called for any persons in opposition regarding **ZON-26-0011**, which there were none, however, Crystal Johnson, Spring Lake resident, addressed questions regarding the case.

Ms. Johnson asked why small portions of property near the splash pad were frequently being purchased. Mayor Anthony responded that the question would need to be directed to the property owners or their agent.

Ms. Johnson then asked whether the rezoning would affect future commercial development opportunities in the area, such as a funeral home or other commercial uses. Mayor Anthony reminded that comments should relate to speaking in favor of or against the request, but explained that once the zoning was changed to residential, commercial development would no longer be permitted on the property. Mayor

Anthony further stated that the property was currently zoned for Office and Industrial uses, but the proposed rezoning would allow residential use instead.

Mayor Anthony declared the Public Hearing closed for **ZON-26-0011**.

b. 945 Lillington Highway Annexation, Arthur L. Jackson & Rhonda Jackson – Mayor Kia Anthony – Mayor Anthony noted that the annexation Public Hearing notice was published in the Fayetteville Observer on Tuesday, April 28, 2026. She explained that the Board will conduct the required Public Hearing and the petition met the requirements of NCGS §160A-31, with no opposition found and the Board finding the petition valid in every respect.

Clerk Autry provided background information, noting that everything appeared in order and that Craig Duerr was present on behalf of the agent for any questions or concerns.

Mayor Anthony declared the Public Hearing open for **945 Lillington Highway**.

Mayor Anthony three (3) times called for any persons in favor regarding **945 Lillington Highway**, which there was one (1).

Craig Duerr, Cary, identified himself as the representative of the applicant who filed the annexation petition on behalf of the property owner as an authorized agent. He explained the need to annex into the city to move forward with future rezoning, noting this was step one of a two-step process with plans to return in August for rezoning. The annexation would allow connection to existing water and sewer infrastructure.

Mayor Anthony three (3) times called for any persons in opposition regarding **945 Lillington Highway**, which there were none.

Mayor Anthony declared the Public Hearing closed for **945 Lillington Highway**.

9. OLD BUSINESS

a. Consideration of Cell Phone Service and Device Changes – Interim Town Manager Dennis English Jr. – Mr. English explained that since the last meeting, which was Monday, April 27, 2026, they had discussed transitioning from the app-based phone system to actual cell phones. He asked the Town Clerk to provide recommendations.

Clerk Autry reported that she had contacted Verizon, with service costing \$36.99 per line. New hardware could be provided at no additional cost for Board members electing new devices. She noted that old devices could be sold to a previous vendor that purchased used cellphones.

Mayor Anthony expressed support for the change as long as it didn't cost the Town money or provided cost savings. However, she emphasized the need for a policy to govern this decision rather than leaving it open-ended. She noted there was a policy for Town staff but not for the Board.

Commissioner Jackson questioned whether cellphones had to be sold as surplus, citing information from the previous meeting. Clerk Autry clarified that items under \$30,000 did not require surplus procedures, though they could follow surplus procedures to maintain normal practices.

Mayor Pro Tem Sutherland referenced previous discussions about Board members having separate phones. Clerk Autry confirmed there was no statute requiring Board members to have separate phones.

Commissioner Jackson asked what the current policy was regarding Board cell phones. Mayor Anthony stated that there was currently no policy in place specifically for the Board. Mayor Anthony explained that there had previously been a cell phone policy within the employee handbook, but it only applied to staff and did not include the Board. Mayor Anthony further stated that adopting a policy would provide options for Board members, including the ability to choose between receiving a device or utilizing an application on a personal device.

Commissioner Jackson asked whether the Board would determine the policy or if a proposed policy would be prepared for their consideration. Commissioner Jackson further stated that the matter could potentially be finalized at the next meeting and acknowledged that the Board would need to discuss the policy in Open Session.

Mayor Anthony reiterated that the decision should be policy-driven rather than ad hoc, allowing options for both device acquisition and app usage. She suggested staff draft a policy for Board review and approval.

Commissioner Cooper clarified that the previous change was budget-driven rather than policy-driven, explaining that the transition to apps occurred because it was cheaper than providing cellphones, especially since staff members received \$50 stipends for phone usage while cellphone service cost only \$36.99.

Commissioner Jackson requested to see documentation showing the cost comparison between apps and cellphones, wanting to verify whether cellphones were actually cheaper considering the \$50 stipends provided to staff.

Clerk Autry explained that the app transition occurred when the Town changed time-tracking systems, requiring staff to use their personal cellphones for clocking in and out, which led to providing stipends instead of Town-issued cellphones.

Attorney Porter clarified that the previous T-Mobile dispute affected staff cellphones, but the current discussion only involved Board cellphones, which represented a much smaller contract. He stated that when the Town transitioned to the current system, the Board at that time elected to utilize the app along with staff, although he did not recall the exact details or numbers involved. Attorney Porter further stated that nothing prevented the current Board from choosing a different option and that the Board ultimately had the authority to decide how it wished to proceed regarding cell phone use and devices.

Mayor Pro Tem Sutherland suggested making a motion to move forward since the Board had authority to make decisions.

Mayor Anthony emphasized that local government should operate by policy rather than individual decisions, ensuring coverage and proper procedures. She proposed that staff draft a policy, submit it to Board members via email for review, then bring it back for discussion and vote at the next meeting.

The Board reached consensus to direct staff to draft a cellphone policy for Board consideration.

b. Discussion Regarding Kiosk Removal – Mayor Kia Anthony – Mayor Anthony explained that this item was tabled from the April 27, 2026, Work Session. The Town Clerk had been requested to research whether kiosk removal constituted day-to-day operational matters or required Board involvement, particularly given associated costs.

Clerk Autry's findings determined that while the Town Manager had authority over day-to-day operations, the kiosks were implemented pursuant to a Board-approved budget amendment and executed contract. Any action to remove or discontinue their use, particularly if it impacted contract obligations or Town expenditures, should be brought before the Board for review and direction to ensure alignment with prior Board actions and mitigate potential financial or legal risks.

Mayor Anthony noted that a contract was approved by the Board on Monday, April 14, 2025. The Clerk had also consulted the School of Government (SOG), which agreed with her findings that Board approval was needed for removal since the Board had approved the budget and contract.

The contract terms included a 3-year term with options for annual renewals for additional four (4) years, totaling up to seven (7) years if renewed. The annual subscription cost was \$1,500, with termination requiring 90-day written notice. Terminating without cause in the first three (3) years would incur an additional \$1,000 penalty.

The kiosks themselves cost \$25,000 each, with total installation costs of \$78,000, and were installed in November 2025.

Commissioner Jackson asked for clarification about the contract language regarding "removal," questioning whether it referred to complete removal or relocation from place to place. She emphasized that only one (1) kiosk was moved, not removed entirely, and requested a copy of the contract. Commissioner Jackson stated that the Town should have authority to relocate kiosks to better serve citizens, noting that one kiosk had only 10-15 users in six (6) months while the other remained useful.

Commissioner Jackson explained that moving the kiosk could provide better access for citizens, such as allowing people to pay bills while shopping rather than making special trips to the Water Department. She suggested that relocation costs might be worthwhile for long-term benefits.

Attorney Porter clarified that "removal" was just the word used previously and didn't carry special legal significance. The key point was that if the Town decided not to use the kiosks at all, there would be contractual ramifications.

Commissioner Thompson noted that the original reason for kiosk installation was budget cuts in the Water Department, providing cost savings to the Town.

Mayor Anthony elaborated that the kiosks were implemented due to budgetary constraints when the previous Manager faced the choice of closing the payment window completely due to lack of staffing funds or finding an alternative. The kiosk represented a one-time payment of \$78,000 versus ongoing employee costs of approximately \$78,000 annually, while still providing service access that citizens had always enjoyed.

Commissioner Jackson requested a budget analysis showing the actual savings or losses associated with the kiosk implementation, including consideration of the user fees charged for kiosk transactions that were not applied to payments made at the customer service window. Mayor Anthony stated that she would like for the Board to direct the Town Manager to provide the requested information.

Commissioner Cooper noted that credit card payments through the window also included fees similar to kiosk fees, which was why she switched to direct payment. She emphasized that six (6) months wasn't sufficient time to evaluate kiosk effectiveness, as businesses need time to become established and for people to learn about the service. Commissioner Cooper felt the kiosk should have been discussed with the full Board before being moved from the Water Department location.

Mayor Pro Tem Sutherland suggested keeping the kiosks in Spring Lake but soliciting citizen input on better locations. She proposed reopening the payment window and holding a Public Forum to determine optimal kiosk placement, while noting the Town was budgeting to staff the Water Department properly to serve all citizens regardless of age.

Mayor Anthony clarified that kiosk positioning decisions fell within the Manager's authority, not the Board's purview. The Board's only concern was the cost implications. She noted that involving the community in location decisions would be at the Manager's discretion.

Mayor Anthony emphasized current budget constraints, explaining that reopening the payment window would create ongoing costs the Town couldn't currently afford. She compared the situation to household budgeting, where temporary sacrifices might be necessary until financial stability improved. She stressed the importance of maintaining Fund Balance reserves for emergencies like storm damage.

Mayor Anthony noted the Town was experiencing its first full budget cycle after losing \$1.8 million in revenue, making every expenditure decision critical. She supported finding better kiosk locations but emphasized the need for responsible financial management.

Commissioner Cooper added that given struggles to maintain Police and Fire Department staffing, with five (5) police positions lost due to budget cuts, she preferred investing in public safety over payment window convenience.

Commissioner Jackson stated that she was confident the Board would make budget decisions based on what was in the best interest of both the community and the Town. She further stated that the Board was willing to consider reductions to its own expenditures if necessary, including expenses related to training and similar items, in order to address budget needs.

10. NEW BUSINESS

a. ZON-26-0011: Rezoning Request from O&I Office and Institutional District to R-6 Residential District or to a more restrictive zoning district for two (2) parcels containing approximately 0.73 acres; located on the southwest corner of Elizabeth St and John St. submitted by Drafting and Design Services, Inc. (Agent/Applicant) on behalf of Kingdom Community Development corporation (Owner). – Mayor Kia Anthony – This agenda item was part of the Public Hearing discussion in agenda item 8a.

Action: Motion to approve **ZON-26-0011: Rezoning Request from O&I Office and Institutional District to R-6 Residential District or to a more restrictive zoning district for two (2) parcels containing approximately 0.73 acres; located on the southwest corner of Elizabeth St and John St. submitted by Drafting and Design Services, Inc. (Agent/Applicant) on behalf of Kingdom Community Development corporation (Owner).**

Motion by: Commissioner Cooper

Second by: Commissioner Burgess

Vote: Unanimous

b. Ordinance 2026-2; An Ordinance to Extend the Corporate Limits of the Town of Spring Lake, North Carolina, 945 Lillington Highway – Mayor Kia Anthony – This agenda item was part of the Public Hearing discussion in agenda item 8b.

Action: Motion to approve **Ordinance 2026-2; An Ordinance to Extend the Corporate Limits of the Town of Spring Lake, North Carolina, 945 Lillington Highway.**

Motion by: Mayor Pro Tem Sutherland

Second by: Commissioner Burgess

Vote: Unanimous

c. Budget Amendment (BA-23) FY2026 – Finance Director James Overton – Mr. Overton presented Budget Amendment (BA-23), explaining several components. First, he requested \$6,000 for PlanIt software to create a Capital Improvement Plan (CIP). While the Town had a CIP for water and sewer prepared by engineers, they lacked plans for other buildings, equipment, and vehicles.

The software cost \$6,000 for the first year under a 3-year contract, then \$5,500 for the following two (2) years with renewal options. Mr. Overton explained they could pay for the software next year by eliminating unused Harris software programs for payroll and capital assets, since they had switched to ADP.

Mr. Overton noted that declining interest rates (from 5% to 3.75%) had reduced the Town's checking account earnings, resulting in higher bank service charges. He requested \$1,500 to cover increased bank service charges for the remainder of the year.

Both expenses would be funded by reducing professional services, as they had budgeted for three (3) years of auditing but would only complete one (1) year.

The major component involved Street Department equipment purchases. They requested an asphalt pot trailer for heating and spreading asphalt, which they currently lacked. Two (2) quotes were obtained: \$71,000 and \$80,000.

The second equipment request was for a lift bucket truck. They currently rented lifts when needed for hanging banners, Christmas decorations, and tree trimming. Two (2) quotes were provided: \$37,800 and \$39,500.

Mr. Overton requested moving \$100,000 from street maintenance and repair to Capital Outlay equipment, funded by the Highland Paving street resurfacing contract coming in under budget. He noted that \$111,000 total was needed for both equipment purchases.

Regarding Powell Bill funds, Mr. Overton explained they currently had almost \$1.7 million in Powell Bill funds but couldn't accumulate more than five (5) years' worth. They needed to spend funds before June 30, 2026, to maintain eligibility for \$350,000 next year. A backup generator was already on order and would be paid from Powell Bill funds.

Mayor Anthony expressed enthusiasm for the PlanIt software, particularly its ability to create informational booklets for the Board and public about CIPs. She noted the importance of having proper Capital Improvement Planning.

Commissioner Burgess asked about existing bucket truck equipment. Public Works staff, Steve Wing approached the podium and confirmed they had to sell their previous 1990 bucket truck after its computer system caught fire and replacement parts became unavailable.

Commissioner Jackson asked whether the funding for the equipment being requested would come from the Powell Bill funds. Mr. Overton confirmed that the funding source was the Powell Bill. Commissioner Jackson further stated that the funds would need to be spent in order to avoid losing the ability to receive similar funding the following year. Mr. Overton confirmed her understanding.

Action: Motion to approve Budget Amendment (BA-23) FY2026.

Motion by: Commissioner Cooper

Second by: Commissioner Thompson

Vote: Unanimous

d. PWC Agreement – Interim Town Manager Dennis English Jr. – Mr. English explained he and the Board had just received the PWC contract approximately two (2) hours before the meeting. He indicated the

agreement would not be discussed in detail until the Town Attorney was able to review it, but noted it would provide savings to the Town by transitioning from a tiered system to a bulk system agreement.

Mayor Anthony confirmed the Board wouldn't make any decisions until they had adequate time to review the contract.

e. Discussion Regarding Health Insurance Increase – Interim Town Manager Dennis English Jr. – Mr. Overton reported that insurance companies typically don't reveal increases until the last minute due to fear of large claims near year-end. They had expected a 15-22% increase and budgeted for 20%, but the actual increase was 26%.

The medical insurance cost would increase from \$653 to \$823 per employee, exceeding what the Town paid two (2) years ago with Blue Cross Blue Shield. Dental insurance would increase 8.5% from \$33 to \$36 monthly, while vision insurance would remain at \$5.58 with the same plan.

An alternative vision plan at \$6.14 monthly would increase glasses coverage from \$125 to \$150. The medical insurance increase would add \$39,000 to the budget, with dental adding another \$2,800, totaling approximately \$42,000 in additional costs.

Mr. Overton explained they had contacted Olde Fayetteville insurance agency, which was reaching out to UnitedHealthcare and Blue Cross Blue Shield for better rates. He noted the Town couldn't afford a 26% increase after only one (1) year with UnitedHealthcare.

Mr. Overton mentioned an alternative agent, Zach Crumpler, who had found significant savings the previous year with UnitedHealthcare. He asked whether to have Olde Fayetteville shop for insurance or give Mr. Crumpler another opportunity.

Mayor Anthony questioned the appropriateness of having their current provider shop for alternatives, suggesting potential bias. Mr. Overton stated Mr. Crumpler is a licensed insurance agent who sells health insurance and could contact insurance providers on the Town's behalf. He stated that there were only a limited number of insurance companies available, including Blue Cross, UnitedHealthcare, Cigna, and Aetna. Mr. Overton further stated that he would like to see Olde Fayetteville take a more proactive approach in seeking cost savings for the Town, rather than waiting until significant rate increases occurred before exploring alternative options.

Attorney Porter clarified they didn't need to sign contracts with agents just to obtain quotes.

Mr. Overton emphasized the need for a designated insurance agent to avoid having multiple agents competing. He noted that the North Carolina League of Municipalities (NCLM) had exited the health insurance business due to small Town challenges.

Mr. English indicated he would explore opportunities for savings and report back to the Board.

f. Mayor's Report – Mayor Kia Anthony – First, Mayor Anthony acknowledged the internal farewell gathering for Lt. Danny Sutton, who had served the Town for 20 years before transferring to Fayetteville, noting his presence would be missed. Second, Mayor Anthony described the CityVision conference attendance by most Board members and the Interim Town Manager, explaining that CityVision provides professional development for elected officials with legislative updates and networking opportunities. Classes covered topics from interacting with Town Managers to handling difficult governmental situations. Third, Mayor Anthony announced she had received a Certificate of Municipal Excellence, as had Commissioner Cooper, for diligent study and commitment to learning better governance. Fourth, Mayor Anthony mentioned an upcoming invitation to Ft. Bragg's Defense Community Infrastructure Summit on the May 14, 2026, focusing on critical infrastructure capacity including human resources, data security, and cyber-attacks affecting community resilience and Ft. Bragg capabilities. Fifth, Mayor Anthony stated the Cumberland County Mayors' Coalition meeting was scheduled for the May 15, 2026, bringing together County Mayors quarterly to discuss regional issues. Sixth, Mayor Anthony described the Deerfield water outage that occurred while most Elected Officials and the Manager were away, complicated by simultaneous phone and internet issues. A phone line installed over water lines had finally collapsed, crushing the water main and causing flooding. Staff responded immediately, but repairs caused water flow into other damaged pipes, resulting in valve failures and extended hours without water to Deerfield while crews worked around the clock. She emphasized this wasn't random service disruption but infrastructure failure from aging systems, stressing the need for the \$80 million infrastructure improvement program being pursued by Commissioner Jackson's Focus Group. Seventh, Mayor Anthony announced that splash pads were open. Eighth, Mayor Anthony reported receiving a \$1.5 million Grant for Mutzberg Park rehabilitation. The 33-acre park off Chapel Hill Road featured walking trails and scenic Little River overlooks. The funding came through state Greenway Trails programs via FAMPO. Ninth, Mayor Anthony noted the School Board meeting scheduled for tomorrow, Tuesday, May 12, 2026. Tenth, Mayor Anthony confirmed that work logs from Mr. English would soon begin. Last, Mayor Anthony discussed the North Carolina League of Municipalities' "Commit to Civility" program. She explained that the program consisted of a two-hour course requiring participation by at least 75% of the Board and would result in the adoption of a Resolution declaring the Board's commitment to civil governance, along with recognition from the State.

g. Board of Commissioners Report – Spring Lake Board of Commissioners – Mayor Pro Tem Sutherland expressed appreciation for the CityVision conference experience. She enjoyed the classes and networking opportunities, emphasizing the value of continuing education for better service to the Town. First, Commissioner Thompson reported attending the State of Ft. Bragg presentation, which provided information about the installation's future and plans for surrounding cities. Second, Commissioner Thompson stated she attended the National Day of Service sponsored by the Spring Lake Ministry Alliance at First Baptist Church. Third, Commissioner Thompson announced the Memorial Day ceremony scheduled for Friday, May 22, 2026, at 11:00 am at Veterans Park, with indoor alternatives at Town Hall if inclement weather. Third, Commissioner Thompson stated the Military Banners would be displayed until November. Last, Commissioner Thompsom stated the mural unveilings were planned Saturday, May 16, 2026, at 10:00 am at Boyd's and 10:15 am at Mendoza Park. First, Commissioner Jackson stated that the CityVision conference was very exciting and fulfilling. She further stated that she appreciated the information provided by the Mayor regarding opportunities to receive recognition or awards through the School of Government programs and noted that the information was very helpful. Last, Commissioner

Jackson expressed interest in participating in the North Carolina League of Municipalities' "Commit to Civility" program. First, Commissioner Burgess stated that CityVision was enjoyable and provided valuable knowledge and networking opportunities. He noted that several important individuals were present and acknowledged Mr. English for his connections and involvement during the event. Second, Commissioner Burgess also announced that the mural dedication ceremony would be held on Saturday, May 16, 2026, at Boyd's, beginning at 10:00 am, with an additional event at Mendoza Park scheduled for 10:15 am. Last, Commissioner Burgess concluded by thanking Mr. English for his continued work and efforts in helping move the community forward. First, Commissioner Cooper noted she didn't attend CityVision for the first time in 8-9 years, having served on Boards for four (4) years. Second, Commissioner Cooper mentioned upcoming NCLM finance courses, including an audit webinar tomorrow, Tuesday, May 13, 2026, available to Elected Officials free of charge. Last, regarding the water outage response, Commissioner Cooper emphasized that residents calling for updates needed to have the Town app downloaded, stating she wouldn't provide information to those without the app due to its simplicity.

h. Manager's Report – Interim Town Manager Dennis English Jr. – Mr. English announced that Spring Lake had officially partnered with Fayetteville Technical Community College (FTCC) for a work-based learning program. The initiative created a pipeline for student interns in the water operations department, reinforcing workforce capacity while providing real-world technical education.

The standardized internship framework required 120 hours over three (3) weeks, with students establishing three (3) learning objectives monitored by direct supervisors. The first intern would start Wednesday, May 20, 2026.

Mr. English reported speaking with DOT about pothole repairs, noting 390 potholes had been repaired as of April along North Carolina Highway 87 South, with projections approaching 500. He offered to arrange a meeting with DOT officials if Board members felt these numbers were inaccurate.

Mr. English noted increasing traffic accidents due to excessive speeding on highways 210 and 87, announcing plans for focused speed enforcement operations with digital signs warning drivers to slow down when entering Spring Lake.

Mr. English described attending CityVision as a reunion opportunity and participating in Best Utility Management Practice training in Lillington with Commissioners Burgess and Commissioner Jackson. He noted Spring Lake's advanced knowledge of asset inventory assessments compared to other Towns, with many municipalities lacking awareness of basic acronyms and concepts.

The training emphasized that aging water infrastructure was a statewide problem, not unique to Spring Lake. The state encouraged Towns to participate in mergers and regional feasibility studies. Mr. English committed to keeping the Board fully informed about potential partnerships while noting Spring Lake was ahead of the curve on infrastructure planning.

i. Town Attorney Report – Town Attorney Michael Porter – First, Attorney Porter reported on the resolution of a long-standing legal matter involving Justine Jones, whom the Board had voted to hire as Town Manager in Fall 2022. The Treasurer at the time had declined to approve the hiring, leading to

anticipated litigation. He stated an EEOC complaint was filed in January or February 2023, but Spring Lake was never named as a Defendant. After nearly 3 ½ years, the matter was recently settled with a \$320,000 payment, though Spring Lake didn't pay anything since they had followed proper procedures. Last, regarding Spring Lake Property Acquisition (SLPA) foreclosure proceedings, Attorney Porter reported that final pleadings were signed approximately a week and a half ago, though he hadn't received final confirmation from the Hutchens Law Firm. He expected additional updates as the slow litigation process continued.

11. ADJOURNMENT

Action: There being no further business to come before the Board, Mayor Anthony adjourned the meeting at 8:00 pm.

ATTEST:

Carly Autry, CMC, NCCMC
Town Clerk

Kia Anthony
Mayor

DRAFT

Town of Spring Lake
Special Meeting of the Board of Commissioners
Municipal Building
300 Ruth Street
Spring Lake, NC 28390

May 26, 2026

MINUTES

10:01 am

The Spring Lake Board of Commissioners held a Special Meeting in the Grady Howard Conference Room of the Spring Lake Municipal Building with Mayor Kia Anthony presiding.

Board Members Present: Mayor Pro Tem Fredricka Sutherland
Commissioner Tony Burgess
Commissioner Jackie Jackson
Commissioner Adrian Thompson

Board Members Absent: Commissioner Soñia L. Cooper

Others Present:

Carly Autry, Town Clerk
Dennis English Jr., Interim Town Manager
Police Chief Errol Jarman, Spring Lake Police Department
James Overton, Finance Director
Renee Robinson, Revenue Supervisor
Fire Chief Jason Williams, Spring Lake Fire Department

1. CALL TO ORDER

Mayor Anthony declared a quorum and called the meeting to order.

2. OPEN SESSION

a. Budget Workshop

Interim Town Manager Dennis English began the budget presentation by acknowledging that this was a workshop opportunity for the Board to review the proposed budget. He explained that his experience over the last 2 ½ months had been like “drinking out of a fire hose,” recognizing that the budget had been worked on quite extensively throughout the year. Mr. English stated he had been fortunate to conduct significant research and prepare himself during his tenure.

Mr. English emphasized that he had the opportunity to work alongside Finance Director James Overton, who possessed institutional and historical knowledge of the 2026-27 budget. He noted that after spending considerable time reviewing the Town’s financial health, Spring Lake was in a good position currently but still had a long way to go. The Town had a balanced budget with \$5 million in reserves and \$1.7 million in Powell Bill funds set aside. Mr. English stressed the importance of creating economic development moving forward.

Mayor Anthony inquired about the percentage represented by approximately \$5 million in reserves. Mr. English stated he did not know the exact percentage. Mr. Overton explained that with a total budget of approximately \$10 million, \$5 million would represent roughly 50%.

Mayor Anthony clarified that the discussion related to maintaining adequate Fund Balance reserves. She stated that the commonly referenced 8% Fund Balance was insufficient, noting that such an amount would not sustain operations for an extended period. She emphasized the importance of maintaining a healthy Fund Balance to address emergencies, such as flooding, without depleting Town resources. Mayor Anthony stated the goal was to maintain reserves between 35 and 50% whenever possible.

Commissioner Jackson asked whether the objective was to maintain a Fund Balance between 35 and 50%. Mr. Overton confirmed that was correct. He further explained that the Fund Balance would likely decrease before the end of the fiscal year, as all property tax revenues had largely been collected and upcoming debt service payments remained outstanding. However, he did not anticipate a significant reduction by June 30, 2026.

Mr. English stated that, based on discussions with the North Carolina League of Municipalities (NCLM), the goal is for municipalities to maintain strong financial reserves to address unexpected emergencies. He noted that the Town is in a favorable financial position and emphasized the value of understanding the Town's budget history and financial trends. Mr. English stated that this perspective helps the Town make informed decisions and provides the opportunity to set aside funds for future needs and unforeseen circumstances.

WATER SERVICE AGREEMENT DISCUSSION

Mr. English discussed the Public Works Commission (PWC) water service agreement, explaining that PWC had agreed to increase the Town's water capacity because Spring Lake loses a significant amount of water each year.

Mr. Overton stated under the new agreement, the Town could purchase 28 million gallons per month at PWC's lowest rate, though Spring Lake's rate was higher. Since the Town only averaged 22-23 million gallons, instead of costs increasing by \$275,000, the increase would only be about \$200,000, representing a 3.5% rate increase rather than the originally projected 5%.

Mr. Overton confirmed that Harnett Regional Water would not raise their rates this year, keeping them at \$3.35, which was favorable news.

FIRE DEPARTMENT OPERATIONS

Mr. English mentioned that taking over fire department operations would provide an opportunity for Chief Williams and his staff to begin operating the Manchester Fire Department.

RATE INCREASES

Mr. English acknowledged the need to avoid raising rates without properly educating residents. He planned to research best practices from other Towns regarding Public Hearings and would have that information available going forward.

COST OF LIVING INCREASES

Mr. English announced that employees would receive a cost-of-living increase, recognizing that everything was becoming more expensive, from grocery stores to rent. He emphasized the need to look out for Town employees.

REVENUE DISCUSSION

From a property tax standpoint, the rate would remain at 74.1 cents with projected annual revenue of \$5 million.

OVERHILLS WATER AGREEMENT

Mr. English provided an update on negotiations with Cumberland County regarding the Overhills agreement, reviewing the agreement in greater detail, estimating that the revised tiered cost structure could result in approximately \$75,000 in annual savings. The rate to be charged to Overhills would be \$7.50 per gallon, effective July 1, 2026. This represented the culmination of two (2) months of negotiations with Cumberland County, which had been one of the first issues brought to his attention.

Mr. English explained that previous arrangements were unacceptable and required a new rate satisfactory to both parties. Going forward, Cumberland County would take over operations and maintenance of all equipment because the Town lacked sufficient staff, and they understood that equipment would continue to age.

DETAILED OVERHILLS RATE STRUCTURE

Mayor Anthony inquired about the rate being paid under the agreement. Mr. Overton stated that the rate was \$4.00. Mr. English clarified that the discussion pertained to sewer service rates. Mayor Anthony commented that the rate should be approximately \$2.00 higher.

Mr. English stated he wanted to make the Board aware of issues related to the Overhills sewer rate. He stated that documentation indicated the rate adjustment by previous management was not reflected in the Board's official meeting minutes. Mayor Anthony responded that the matter had been discussed during a Board meeting. Mr. English acknowledged that it may have been discussed but stated that there was no record showing the Board had formally voted to establish a new Overhills sewer rate.

Commissioner Jackson asked whether the lack of a recorded vote constituted a statutory violation. Mayor Anthony responded that the Board had not voted on the matter and, therefore, there was no record of

the Board formally approving a rate change. She stated that the Board had discussed the issue extensively, including concerns regarding outside rates and efforts to avoid imposing a significant increase on customers.

Commissioner Jackson then asked whether the former Town Manager had the authority to implement a rate increase without Board approval if no vote had occurred. Mr. Overton stated that this was the basis of the argument being raised. Commissioner Jackson commented that the issue appeared to be contributing to the current dispute regarding control over the rate structure.

The Clerk was directed to review prior meeting records and minutes related to discussions concerning the Overhills sewer rate.

Mr. Overton provided comprehensive details about the Overhills rate structure. For fiscal year 2025, Overhills paid \$9.25 per household for 317 households, plus they used 500 gallons monthly at \$4.00 per thousand gallons, totaling approximately \$4,900 monthly or \$59,000-\$60,000 annually.

The Town had changed rates to match outside customer rates, increasing from \$9.00 to \$40.00 per household (a 300% increase) and from \$4.00 to \$18.00 per thousand gallons (over 300% increase). This would have resulted in billing \$17,000 monthly instead of \$5,000, totaling \$122,000 annually rather than \$60,000. However, Cumberland County stated they could not afford these rates.

For fiscal year 2026, the proposal included maintaining the \$9.25 rate and increasing gallons from \$4.00 to \$6.25. This would generate approximately \$54,000 annually, similar to the previous year due to lower gallon usage.

For the following year, the proposal eliminated the \$9.25 per household fee, with Cumberland County paying \$7.50 per thousand gallons, resulting in only \$2,000 monthly or \$43,000-\$44,000 annually – a significant revenue decrease.

Mr. English clarified that the \$9.25 rate represented operations and maintenance costs. Mr. Overton added that, under the proposed arrangement, the Town would no longer be responsible for maintaining the pump station or sewer lines associated with the service area.

Commissioner Jackson asked whether the proposal effectively meant that if the customer did not pay the \$9.25 operations and maintenance charge, the Town would not be responsible for maintenance. She further commented that there appeared to have been limited maintenance performed on the system. Mr. Overton stated that approximately \$13,000 had been spent on maintenance during the current fiscal year but noted he was unsure when the lines had originally been installed.

Mr. English stated that, from his perspective, the Town's utility staff already had a significant workload and limited personnel resources. He explained that, as he became more familiar with the complexities of the agreement, he was advised that certain equipment was not being maintained at the level necessary. Mr. English stated that he did not believe it would be appropriate to place additional operations and maintenance responsibilities on Town staff as part of the agreement. He encouraged the Board to

thoroughly review the matter and stated that he did not support the Town assuming responsibility for operations and maintenance. Mr. English further commented that the proposed \$7.50 rate appeared to represent a reasonable compromise between the parties.

Mayor Pro Tem Sutherland asked whether future agreements should include specific contractual conditions addressing such responsibilities. Mr. English agreed and stated that the intergovernmental agreement should be reviewed to ensure its terms are clearly defined and not indefinite in duration.

Mr. Overton explained that, under the proposed arrangement, Overhills would be responsible for maintaining its sewer lines and lift stations. He noted that failure to properly maintain the infrastructure could result in line failures and infiltration of rainwater into the sewer system, which would increase the volume of wastewater requiring treatment. Commissioner Jackson asked whether this could increase costs for the Town. Mr. Overton confirmed that it could but added that the Town also faces similar issues with aging infrastructure and infiltration within its own system. He stated that while Overhills should be held accountable for maintaining its infrastructure, the Town must likewise address maintenance needs within its own system.

Mayor Anthony stated that the Town was actively working to improve its infrastructure but emphasized the need for a long-term strategy. She expressed concern about relinquishing control over infrastructure connected to the Town's system and stressed the importance of ensuring the agreement clearly requires maintenance responsibilities, establishes reasonable maintenance timeframes, and includes protections to prevent future failures from increasing the Town's costs or creating additional liabilities.

Mr. Overton stated that if the proposed agreement were approved, the Town would likely need to account for reductions in previously billed revenues. He explained that staff had budgeted for a potential adjustment because Overhills had disputed the higher amounts billed in recent months. He further noted that, beginning in the next fiscal year, monthly revenue from the agreement would decrease from approximately \$5,000 to about \$2,000.

Commissioner Jackson asked why the Town would provide a credit. Mr. Overton clarified that he was not stating a credit had been approved but that staff had budgeted for the possibility based on Overhills' position regarding the disputed charges.

Mayor Anthony asked how much revenue the Town would lose if the proposal were accepted. Mr. Overton estimated the reduction at approximately \$37,000 annually. Mayor Anthony then asked what costs the Town would avoid by transferring maintenance responsibilities. Mr. Overton responded that while the Town would lose revenue in the short term, it could avoid substantial long-term capital expenses. He noted that replacing a single mile of sewer line could cost more than \$1 million and stated that avoiding responsibility for future infrastructure replacement could ultimately be more beneficial to the Town than the revenue loss.

When asked for recommendation by Mayor Anthony, Mr. English stated recommendation to allow Overhills to retain responsibility for maintenance. Mr. Overton added that the Town could potentially avoid more in future costs than it would lose in annual revenue.

Commissioner Jackson stated that the decision appeared to rely on assumptions regarding actions Overhills may or may not take in the future. Mr. English responded that similar concerns had been raised during discussions with Overhills. He stated that Overhills had indicated that if an agreement could not be reached, it would connect its system to Harnett Regional, resulting in the Town receiving no revenue from the service area.

Mayor Anthony noted that if Overhills connected to another provider, the Town would also avoid maintenance responsibilities and associated staffing requirements. Mr. Overton stated that maintenance obligations would be eliminated regardless of the outcome, but if Overhills redirected its wastewater to Harnett Regional, the Town would lose all related revenue. He estimated the Town currently receives approximately \$23,000 annually from the arrangement, though the amount varies based on usage.

Mayor Anthony stated that the Town should continue pursuing a better long-term solution and emphasized that non-resident customers should pay rates that fully cover the cost of service rather than being subsidized by Town taxpayers.

Mr. English stated that he intends to continue working closely with Cumberland County to strengthen the relationship between the Town and the County. He noted that ongoing discussions have helped both parties better understand what is realistic and achievable within intergovernmental agreements. Mr. English emphasized that the Town should avoid last-minute negotiations and instead focus on establishing a more collaborative and proactive working relationship. He further stated that he has been communicating with the County Manager and is committed to building a stronger partnership moving forward.

Mayor Pro Tem Sutherland stated that while the Board was not fully satisfied with the proposed arrangement, it was important to continue building a positive working relationship with Cumberland County. She acknowledged that staff had worked with County representatives to develop a proposal that could be incorporated into the budget and noted that the issue had existed for many years. Mayor Pro Tem Sutherland stated that, for the present, she supported an agreement under which the Town would no longer be responsible for maintenance, would charge a higher sewer rate, and would retain some revenue rather than risk losing all revenue from the service area. She added that the matter should continue to be evaluated and that the Board should be kept informed regarding available options and limitations.

Commissioner Burgess asked whether all 317 homes in the development were connected to the sewer system. Mr. Overton stated that fewer than 100 homes were currently connected. He explained that the \$9.25 charge represented an availability fee intended to help fund future maintenance and infrastructure replacement needs. Mr. Overton noted that, under the proposed agreement, responsibility for future replacement of the sewer lines would rest with Overhills rather than the Town.

Commissioner Jackson asked whether the agreement would be renewed annually. Mr. Overton stated that the agreement would likely have a term of three (3) to five (5) years with renewal options, similar to many other contracts. Commissioner Jackson asked whether the agreement could be reviewed at the end of each term, and Mr. Overton confirmed that rates could be reviewed during the renewal process. He

added that he had adjusted the proposed budget based on the tentative agreement, but final approval would rest with the Board.

Mr. Overton emphasized the importance of ensuring the agreement clearly states that Overhills is responsible not only for maintaining the sewer infrastructure but also for replacing it when necessary. He stated that, while the proposed agreement may result in the Town continuing to subsidize a portion of the sewer service in the short term, the long-term benefit could be avoiding substantial infrastructure replacement costs. Mr. Overton further stated that, in the future, Overhills should be responsible for maintenance and replacement of its sewer infrastructure and should pay rates that fully cover the cost of service provided by the Town.

Mr. Overton noted that Cumberland County mentioned they could switch to Harnett County, whose bulk sewer rate was \$2.75 per thousand gallons, which the Town could not match. He presented the Board with the decision of whether to accept the \$7.50 per thousand-gallon rate or allow them to connect to Harnett County.

LONG-TERM CONSIDERATIONS

Mr. English emphasized long-term considerations including Merger Regionalization Feasibility (MRF) studies and potential partnerships with Harnett County for additional water capacity to reduce dependence on PWC. He noted that telling Cumberland County to connect to Harnett would limit his negotiating leverage for future partnerships and opportunities.

Mayor Anthony expressed concerns about the Town's history of accepting unfavorable terms, while Mr. English emphasized the importance of Board members being present for negotiations given their budget approval authority.

Commissioner Burgess asked whether Cumberland County would also be responsible for maintaining the Wastewater Treatment Plant. Mr. Overton clarified that the proposed arrangement would only transfer responsibility for the sewer lines and pump station located within the Overhills service area. He stated that Cumberland County would be responsible for repairing and replacing those lines and facilities as needed. Mr. Overton further stated that if the County was not willing to assume full responsibility for the maintenance and replacement of the infrastructure within Overhills, those obligations should be clearly included in the agreement. He added that, without such provisions, he would not consider the proposed arrangement to be a favorable deal for the Town.

REVENUE AND SERVICES

Mr. English stated that the wholesale water rate charged to Billy Wellons would be increased to offset the Town's increased cost of purchasing water. He noted that he had a meeting scheduled with Mr. Wellons later that day to discuss the adjustment.

Mayor Anthony asked whether the proposed increase was sufficient. Mr. Overton stated that the proposed rate would be one (1) cent above the Town's purchase cost. He explained that the Town's cost

would increase to \$5.59 per thousand gallons, while the proposed rate charged to Billy Wellons would be \$5.60 per thousand gallons. Mr. Overton added that this represented a \$0.52 increase from the current rate of \$5.08 per thousand gallons.

Mr. English also provided an update on the Manchester Fire District agreement, noting that the Board had previously approved the arrangement. He stated that he was awaiting the signed agreement from the County Manager before the Town could execute the final agreement. Mr. English noted that the agreement would generate approximately \$647,000 in annual revenue for the Town.

Mr. English further stated that no changes were proposed to stormwater fees or garbage collection fees in the upcoming budget.

Mr. Overton discussed the proposed acquisition of a new street sweeper and noted that an additional employee would be needed to operate the equipment, as existing staff were already fully utilized within the Water and Sewer and Streets Departments

Commissioner Burgess stated that he believed any Town employee could operate the street sweeper. Mr. Overton agreed that other employees were capable of operating the equipment but explained that the Town currently has a vacancy within the Stormwater Fund. He stated that, without filling that position, an employee would need to be reassigned from either the Water Operations Department or the Streets Department to operate the street sweeper, as there is currently no Stormwater employee available to perform those duties.

FUEL

Mr. English reviewed the proposed expenditures and stated that the fuel budget had been increased in response to rising fuel costs. He explained that staff adjusted budget projections by increasing the estimated fuel cost from \$4.00 per gallon to \$5.00 per gallon to account for anticipated price increases during the upcoming fiscal year.

COST OF LIVING ADJUSTMENTS (COLAs)

Mr. English proposed a cost-of-living adjustment (COLA) for staff, moving from 2.5% to 3.8% across the board. Mr. Overton explained that 2.5% was the consumer price index as of February before gas prices increased, while the April consumer price index was 3.8%.

EMPLOYEE RAISES AND MARKET ADJUSTMENTS

Mr. Overton presented detailed information about employees who had not received salary increases beyond annual COLA in the last 2-3 years. He highlighted that many employees, particularly Police and Fire Chiefs, had salaries significantly below market averages for similar-sized Towns. Some employees were considering leaving due to drastically higher health insurance costs elsewhere.

The budget included 3.8% increases for all employees due to COLAs, with additional market rate adjustments proposed for employees who had not received raises in three (3) years.

REVENUE COLLECTIONS DEPARTMENT

Discussion was then centered on the Revenue Collections department, where supervisor Mrs. Renee Robinson is currently hourly but would like to be exempt as a supervisor. She also requested to raise her salary by taking \$10,000 from the overtime budget line item, the Collection Specialist's salary by \$10,000, and a \$4,000 raise for Customer Service Representatives, as the entire department is considered underpaid. The department handles significant responsibilities including collections and customer service training.

Mrs. Robinson additionally requested raises for the Meter Readers in her department. She noted the total of the request is \$57,000.

Mayor Anthony asked whether the proposed salary adjustments were feasible. Mr. Overton responded that, before making a decision, the Board should consider the impact on other departments. He stated that while he agreed employees in the Revenue Department deserved raises, he was uncertain whether the Town could afford the full proposed increase. Mr. Overton noted that the request represented approximately \$57,000 in one (1) department with only five (5) or six (6) employees, equating to an average increase of more than \$7,000 per employee. He stated that some level of adjustment could be considered but questioned whether the full amount was financially sustainable.

Commissioner Jackson stated that departments that had not received salary increases in recent years may require greater attention than those that had received more recent adjustments. She commented that the goal should be to bring employees across departments closer to parity and that doing so may require larger increases in some areas than others. Commissioner Jackson specifically noted that the Revenue Department had not received raises in several years and stated that addressing compensation could help reduce turnover and improve customer service to residents.

Mrs. Robinson explained that the request to convert a part-time position to a full-time position was intended to improve customer service. She noted that the department regularly receives complaints regarding unanswered phone calls and stated that additional staffing would help improve responsiveness. Mrs. Robinson further stated that employees in the Revenue Department had not received salary increases in approximately three (3) years.

Mayor Anthony stated that she agreed with Commissioner Jackson's approach of considering equity rather than equality when evaluating salary adjustments. She explained that compensation increases should focus on addressing pay disparities between lower-paid employees and those in comparable positions. Mayor Anthony stated that the goal should be to reduce wage gaps and bring as many employees as possible closer to competitive and equitable compensation levels.

Mr. Overton explained that raises could be funded by reducing water meter replacements from 900 to 600 units, still maintaining progress above the minimum 10% annual replacement rate needed. This approach had already been used to fund the increase from 2.5% to 3.8% COLA.

Mayor Anthony stated that there appeared to be consensus among the Board to continue preparing the budget with potential salary adjustments and to revise the figures as needed during the budget process. She added that the Board would still need to address matters related to the General Fund.

Mrs. Robinson reported that the payment kiosk had been removed and that the drive-through window would reopen on June 1, 2026. She also requested that an adjacent room be converted into a customer service office to provide additional space for residents conducting business with the Town. Mrs. Robinson stated that the larger customer service area would improve customer service by providing a more comfortable waiting area and eliminating the need for residents to stand or sit in the hallway while waiting for assistance.

Mayor Anthony noted that the Board had previously discussed creating a dedicated workspace for Commissioners within Town Hall. She stated that the intent was to provide Board members with a designated area that could be used for meetings, conducting Town business, or other work-related purposes while also offering additional privacy. Mayor Anthony suggested that the space under discussion could potentially serve both as an expanded customer waiting area and a workspace for the Board.

Mr. English confirmed that plans for a dedicated Board workspace were moving forward and stated that Commissioners would be provided with a designated work area within Town Hall.

BOARD COMPENSATION

Mr. English noted the recommendation of an increase in Board compensation, raising the monthly stipend for the Mayor and Commissioners from \$600 to \$700 per month.

CELLPHONE ALLOWANCE

Mayor Pro Tem Sutherland stated that she wished to revisit the discussion regarding Town-issued cellphones. She noted that the topic had been raised previously and questioned whether providing Town-issued phones at an estimated cost of approximately \$39.00 per month per line would be more cost-effective than continuing the current \$50.00 monthly cellphone stipend. Mayor Pro Tem Sutherland stated that employees could still use Town-issued phones to access work-related applications, record time, and perform other job functions while reducing the need to use personal devices for Town business.

Mayor Pro Tem Sutherland further suggested that the Town consider applying the same approach to employees across all departments, rather than limiting it to Commissioners and the Town Manager. She stated that doing so could result in significant savings for the Town and requested information regarding the total cost savings that could be realized by providing Town-issued phones at approximately \$39.00 per month instead of continuing the \$50.00 monthly stipend.

Mr. Overton stated the \$50.00 monthly cellphone allowances are provided as a tax-free benefit for underpaid employees. This would be tax-free for both employees and the Town, avoiding payroll taxes, income taxes, and state retirement contributions, making it more cost-effective than salary increases.

Commissioner Jackson asked about liability if an employee damages a personal cellphone while using it for work purposes, particularly employees such as meter readers who utilize mobile applications in the field.

Mr. English stated that meter readers currently use an application installed on their personal phones and that Mrs. Robinson had requested Town-owned devices be provided instead. He noted that providing Town-owned phones would eliminate the need for employees to use personal devices for official business.

Commissioner Jackson asked whether the Town could be held responsible for damage to personal phones used for work-related activities. Mayor Anthony stated that she believed liability could be a concern. She further noted that while Town-issued phones could address public records concerns, the Board should also consider the ongoing costs associated with device replacement, upgrades, and maintenance, in addition to monthly service charges.

Mayor Pro Tem Sutherland stated that employees using their personal phones are responsible for replacing those devices if damaged. She reiterated that her primary concern was comparing the monthly cost of Town-issued phones to the current stipend structure.

At Mr. English's request, Chief Jarman discussed the issue from a departmental perspective. Chief Jarman stated that he preferred having a Town-owned cellphone for official business to avoid public records concerns involving his personal device. He noted that a Town-owned phone would clearly separate personal and official communications.

Mayor Anthony stated that personnel decisions regarding Town-issued phones for staff fall under Mr. English's authority and clarified that the Board's discussion was focused on the proposed cellphone policy for Board members.

Clerk Autry clarified that, when responding to public records requests, only records related to Town business are subject to review and disclosure. She stated that personal communications unrelated to Town business are not public records, regardless of whether they are located on a personal or Town-issued device. Clerk Autry further explained that communications involving Town business may be subject to review if responsive to a public records request.

Commissioner Jackson expressed concerns regarding the review of personal devices in response to public records requests and suggested that an independent third party may be more appropriate for reviewing records. She also raised concerns about communications that contain both personal and official content.

Clerk Autry explained that North Carolina law allows a public agency to charge a special service fee in certain circumstances when responding to extensive public records requests, primarily to recover staff time associated with fulfilling the request.

Commissioner Jackson asked whether the policy referenced by Mayor Anthony could be changed. Mayor Anthony clarified that the discussion related to North Carolina General Statutes rather than a local policy and stated that statutory requirements could not be modified by the Board.

Commissioner Jackson asked whether the cost of using an outside party to review public records would still be considered a staff-related expense. Mayor Anthony responded that the legal implications would need to be discussed with Attorney Porter to determine what options may be available. She acknowledged concerns regarding the review of records but noted that the Town Clerk serves as the official custodian of records and is responsible for maintaining and processing public records.

Commissioner Jackson asked whether the Board had its own policy governing public records requests. Mayor Anthony stated that the Board operates under its Rules of Procedure, which are adopted and amended by the Board. She explained that the Board has the authority to revise its Rules of Procedure as needed, provided any changes remain consistent with applicable law.

Commissioner Jackson then asked whether staff cellphone assignments would fall under the Town Manager's authority. Mayor Anthony confirmed that decisions regarding Town-issued phones for employees are administrative matters within the Mr. English's authority and do not require Board approval.

PARKS GRANT AND ECONOMIC DEVELOPMENT

Mr. English mentioned a \$75,000 Grant set aside for parks, specifically for Mutzberg Park improvements. Mayor Anthony explained they were working with FAMPO on a program for green spaces, railways, sidewalks, crosswalks, park trails, and walking trails, with funding coming from Fund Balance.

Mayor Pro Tem Sutherland asked who would be responsible for maintenance and upkeep of the facility. Mayor Anthony stated that maintenance and operational responsibilities would be handled by Fayetteville-Cumberland Parks and Recreation.

Mayor Anthony stated that the Town originally received approximately \$400,000 in State Grant funding to support both the Mutzberg Park project and the natural gas project. She explained that the Grant funds were allocated between the two (2) initiatives and that the Town invested approximately \$250,000 into Mutzberg Park for initial improvements, including site clearing and construction of a gazebo.

Mr. English emphasized the importance of economic development to the Town's long-term financial stability. He stated that economic development projects generate additional revenue and reduce the need to rely on limited existing funding sources. Mr. English noted that the Town must continue pursuing growth opportunities and closely monitor actions by the North Carolina General Assembly due to the significant funding commitments associated with several projects. He then asked Mayor Anthony to provide additional information regarding the proposed \$300,000 Grant match for the natural gas pipeline project.

Mayor Anthony stated that funding for the natural gas pipeline project had previously been allocated in conjunction with the Mutzberg Park project. She explained that the Town had already committed \$200,000 toward the project and that the proposed FY 2026-2027 budget includes an additional \$300,000 to satisfy the required local match, bringing the Town's total planned investment to \$500,000. Mayor Anthony stated that the remaining project funding is expected to come from State sources.

Commissioner Jackson noted that the Town already had \$200,000 available for the project. Mayor Anthony confirmed that was correct and reiterated that the proposed budget includes the additional \$300,000 needed to complete the Town's local funding commitment.

Mayor Anthony further stated that she had been in close communication with members of the Town's State legislative delegation and that they were optimistic about securing the additional funding needed for the project. She noted that the project would support not only economic development within Spring Lake but also growth throughout the northern portion of Cumberland County. Mayor Anthony added that Fort Bragg had strongly supported the project and that all required easements had already been secured. She stated that the project was ready to move forward once final authorization was received from Piedmont Natural Gas.

Mr. Overton stated that the proposed budget includes a \$300,000 allocation for the natural gas pipeline project and that, in order to balance the budget, staff proposed appropriating approximately \$250,000 from Fund Balance. He noted that if the State does not provide the additional funding needed for the project, the Town would not be required to expend those funds. However, if State funding is secured, the project would present a significant economic development opportunity for the Town.

Commissioner Jackson stated that she would like to meet with staff to review and discuss the revenues and expenditures associated with the Parks and Recreation Department in greater detail. She indicated a desire to better understand the department's financial operations.

Mayor Pro Tem Sutherland stated that she believes the proposed natural gas pipeline project and related economic development initiatives will create future growth opportunities for the Town. She expressed optimism that new businesses and development could generate additional revenue, which may allow the Town to restore or expand Parks and Recreation services in the future. Mayor Pro Tem Sutherland noted that, while taxpayers continue to support those services, the Board should remain involved in planning for future investments and improvements as economic growth occurs.

Mayor Anthony recessed the meeting at 11:37 am. Mayor Anthony reconvened the meeting at 11:43 am.

FIRE DEPARTMENT FUNDING

Chief Williams discussed potential additional revenue from taking over operations that could provide \$600,000+ annually, allowing competitive salary adjustments. This included equipment reimbursements of \$80,000 and additional funds of \$45,000.

Mayor Anthony stated that the costs being discussed are covered entirely by funding received from the County and do not impact the Town's General Fund. She emphasized that the associated expenses are funded through County-provided revenues rather than local tax dollars or General Fund resources.

DISPATCH SERVICES

Mr. English stated that revenue associated with 911 dispatch services could potentially provide funding for two (2) of the Police Department's currently frozen officer positions. He noted that discussions regarding the matter were ongoing and that he was continuing to work with Cumberland County Manager Clarence Grier to determine the feasibility and details.

Commissioner Jackson asked how salary increases for Police Department employees would be funded if anticipated revenues or funding sources did not materialize as planned. Mayor Anthony responded that any such increases would need to be funded through the Town's General Fund.

Mr. Overton explained they reduced the \$135,000 payment to the County for dispatch services because citizens already pay telephone taxes and County property taxes for these services, eliminating double payment.

b. Appoint Insurance Agent, Marshall Crumpler, of Records for Town of Spring Lake

Mr. Overton provided detailed background on the insurance situation. The previous year, the Town had insurance with Blue Cross Blue Shield with proposed rate increases. Mr. Crumpler from UnitedHealthcare had presented a proposal to reduce health insurance costs from approximately \$790.00 monthly to \$653.00 monthly – a significant savings of about \$140.00 per employee per month.

However, the Town had used Mr. Crumpler's proposal to negotiate with their existing agent at Olde Fayetteville, who then matched the UnitedHealthcare rate. Mr. Overton characterized this as improper business practice, as they should have given the business to the agent who brought the competitive proposal.

CURRENT INSURANCE SITUATION

For the current year, UnitedHealthcare proposed a 26% increase, raising costs from \$653.00 to \$823.00 monthly per employee. The Town had initially budgeted for a 20% increase but now faced the higher 26% increase. With employees paying \$60.00, the Town's cost would be \$763 per employee, representing an annual increase of \$169,000 over the previous year.

DENTAL AND VISION INSURANCE

Current dental insurance at \$33.00 monthly would increase 8.5% to \$36.00 monthly. Vision insurance would remain at \$5.58 monthly with no changes.

MARSHALL CRUMPLER'S PROPOSAL

Mr. Crumpler had presented a proposal where medical insurance would cost approximately \$609.00 monthly instead of \$823.00 – still an increase but significantly less than the 20% proposed by UnitedHealthcare. Vision insurance would remain at \$5.58, and dental insurance would stay at \$33.48.

RECOMMENDATION

Mr. Overton recommended appointing Marshall Crumpler as the insurance agent of record rather than continuing with Olde Fayetteville, as Mr. Crumpler had actively sought savings for the Town. The benefits would be substantially similar to current coverage at a lower cost than Olde Fayetteville's proposal.

Mr. Overton noted that the Town didn't need two (2) insurance agents approaching the same 4-5 carriers, and that the North Carolina League of Municipalities (NCLM) had exited the medical insurance business, eliminating that option.

The recommendation included terminating the relationship with Olde Fayetteville and appointing Mr. Crumpler, acknowledging that while he would earn commission from the arrangement, he was actively working to secure savings rather than simply accepting rate increases.

BUDGET IMPACT

Mr. Overton stated the insurance savings could potentially fund the majority or all of the recommended employee raises and fire department increases by reducing the health insurance budget allocation.

Action: Motion to appoint Insurance Agent, Marshall Crumpler, of records for Town of Spring Lake.

Motion by: Commissioner Jackson

Second by: Commissioner Thompson

Vote: Unanimous

3. ADJOURNMENT

Action: There being no further business to come before the Board, Mayor Anthony adjourned the meeting at 12:04 pm.

ATTEST:

Carly Autry, CMC, NCCMC
Town Clerk

Kia Anthony
Mayor



Board of Commissioners Agenda Cover Sheet

Meeting Date

June 8, 2026

Agenda Location

Introductions & Special Presentations

Item Title

Certificates of Appreciation

Presenter

Commissioner Adrian Thompson

Summary/Description

Certificates of Appreciation recognizing individuals who contributed to the success of the Town of Spring Lake Memorial Day Event held on Friday, May 22, 2026, and hosted by the Military Veterans Affairs Advisory Committee (MVAAC). The certificates honor CW5 (Ret.) Wendy Ann Wayman for serving as the event's guest speaker and Ninnoshka Sharpe for performing the National Anthem.

Requested Action

Informational Only

Funding Source (If Applicable):

N/A

Cost: N/A Yes No

Additional Documents to be Included in Agenda Packet

N/A



Board of Commissioners Agenda Cover Sheet

Meeting Date

June 8, 2026

Agenda Location

Introductions & Special Presentations

Item Title

Hurricane Preparedness

Presenter

Chini Gault, Emergency Management Planner I, Cumberland County Emergency Services

Summary/Description

Presentation regarding hurricane preparedness and emergency readiness for the 2026 Atlantic Hurricane Season. The presentation provides an overview of seasonal storm forecasts, local risks facing the Spring Lake area, including flooding, power outages, road closures, and tornadoes, and highlights steps residents can take to prepare before a storm occurs. Topics include developing family emergency plans, assembling disaster supply kits, staying informed through emergency alerts and trusted information sources, and learning about local emergency management preparedness initiatives and volunteer opportunities. The presentation is intended to educate the public on preparedness measures that can help protect lives and property during severe weather events.

Requested Action

Informational Only

Funding Source (If Applicable):

N/A

Cost: N/A Yes No

Additional Documents to be Included in Agenda Packet

Hurricane Preparedness PowerPoint

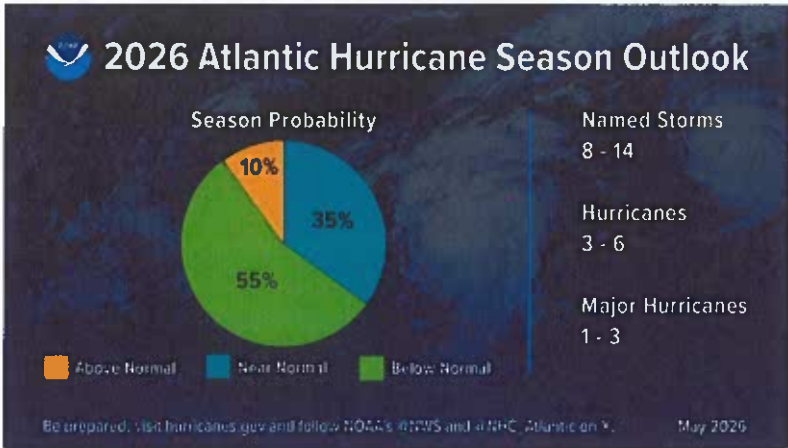
Hurricane Preparedness: Are You Ready



Presented by: Chini Gault

2026 Atlantic Hurricane Season Outlook


*Hurricane Season is June 1 – November 30



Category	Count
Season Probability (Above Normal)	10%
Season Probability (Near Normal)	35%
Season Probability (Below Normal)	55%
Named Storms	8 - 14
Hurricanes	3 - 6
Major Hurricanes	1 - 3

Be prepared. Visit hurricanes.gov and follow NOAA's @NWS and @NHC Atlantic on X. May 2026

For comparison an average season has 14 named storms, 7 hurricanes, and 3 major hurricanes



cumberlandcountync.gov



Know Your Local Risks

- Inland Flooding
- Extended Power outages
- Road closures and infrastructure impacts
- Tornadoes spawned by tropical systems

Preparedness Matters



Make a Plan

- Family Communications Plan
- Evacuation vs. Shelter-in-place
- Emergency Contacts
- Transportation and Evacuation Routes

Do you have any necessary, special, or unique needs/
considerations, etc.?

Elderly Relatives, Children, and Pets






Build a Kit

- Essentials to include (always plan for 3 days at a minimum)
 - Water: 1 gallon per person/day
 - Non-perishable food
 - First aid kit & medications (with list and dosages)
 - Glasses, medical devices, mobility aids, and extra batteries
 - Flashlight and extra batteries
 - Weather Radio
 - Important documents in waterproof bag
 - Remember to include items for pets



Stay Informed

-  Sign up for local alerts
-  Monitor trusted weather sources
-  Know where to get official information before, during, and after a storm

Cumberland Alerts



Cumberland County Emergency Services Facebook



Follow
Trusted
Sources!



EM Preparedness Activities

- Expanding Communication Capabilities
 - Emergency/Aux Comms at W.T Brown
- Improving Sheltering Capabilities
- Public Outreach – First Friday Events
- Applied for Next Generation Warning System Grant Program (NGWSGP)



Continuous Evaluation and Improvement

Tropical Storm Debby



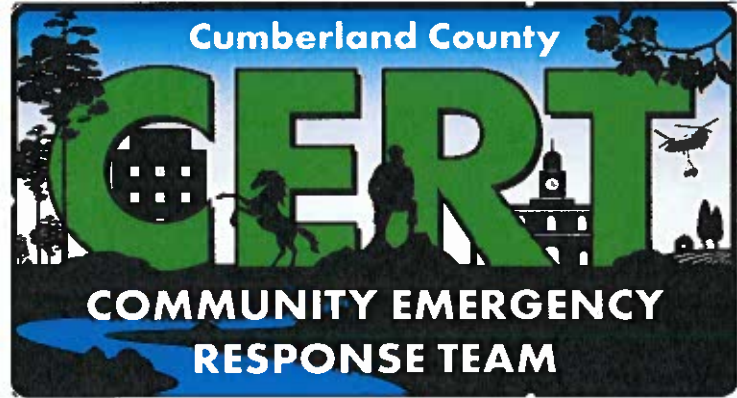
cumberlandcountync.gov

Want to Get Involved?

Receive Free Training

- Basic First Aid
- Light Search and Rescue
- Fire Suppression and more

Help Your Community & Be
Apart of a Team





Board of Commissioners Agenda Cover Sheet

Meeting Date

June 8, 2026

Agenda Location

Public Hearings

Item Title

ZON-26-0023: Rezoning request from CD Conservancy District and C(P) Planned Commercial District to C(P) Planned Commercial District or to a more restrictive zoning district for four (4) parcels comprising approximately 4.02 acres; located west of N Bragg Blvd and 340 feet south of W. Manchester Road.; submitted by The Charleston Group and Tanner Postal Commercial Real Estate (Agents) on behalf of James and Pennapa Hinnant, Cynthia Goins, and Martha Harkins (Owners).

Presenter

Richard Fagan, Planner II, Cumberland County Planning & Inspections Dept.

Summary/Description

Rezoning request from CD Conservancy District and C(P) Planned Commercial District to C(P) Planned Commercial District or to a more restrictive zoning district for four (4) parcels comprising approximately 4.02 acres; located west of N Bragg Blvd and 340 feet south of W. Manchester Road.; submitted by The Charleston Group and Tanner Postal Commercial Real Estate (Agents) on behalf of James and Pennapa Hinnant, Cynthia Goins, and Martha Harkins (Owners).

Requested Action

Other – Public Hearing

Funding Source (If Applicable):

N/A

Cost: N/A Yes No

Additional Documents to be Included in Agenda Packet

- ZON-26-0023 Spring Lake BOC Transmittal
- ZON-26-0023 Staff Report
- ZON-26-0023 Notice Letter
- ZON-26-0023 Public Comment Sign up Sheet and Documentation
- Signed Mailing Affidavit
- Tentative Minutes for May 19, 2026, Joint Planning Board (JPB)
- Purchased Legal Ad
- ZON-26-0023 PowerPoint

Rawls Howard
Director

David Moon
Deputy Director



Cumberland County Joint Planning Board

MAY 29, 2026

MEMO TO: TOWN OF SPRING LAKE

FROM: CUMBERLAND COUNTY JOINT PLANNING BOARD

SUBJECT: **ZON-26-0023:** Rezoning request from CD Conservancy District and C(P) Planned Commercial District to C(P) Planned Commercial District or to a more restrictive zoning district for four (4) parcels comprising approximately 4.02 acres; located west of N Bragg Blvd and 340 feet south of W. Manchester Rd.; submitted by The Charleston Group and Tanner Postal Commercial Real Estate (Agents) on behalf of James and Pennapa Hinnant, Cynthia Goins Carter, and Martha Harkins (Owners).

ACTION: In Case ZON-26-0023, the Cumberland County Joint Planning Board recommends approval of the rezoning request from CD Conservancy District and C(P) Planned Commercial District to C(P) Planned Commercial District.

1. **Scheduled Town Hearing Date for Case ZON-26-0023: June 8, 2026**
2. **Public Notification: Copy of Legal Ad, the Fayetteville Observer Legal Ad Confirmation, and a copy of the Mailed Notice Certification**

Cumberland County Joint Planning Board Draft Minutes of May 19, 2026, Meeting:

In Case ZON-26-0023, Planning and Inspections staff **recommends denial** of the rezoning request from CD Conservancy District and C(P) Planned Commercial District to C(P) Planned Commercial District. Staff finds that the request is consistent with the Spring Lake Area Land Use Plan which calls for "Commercial" at this location. However, the request places potential incompatible uses and development within the Accident Protection Zone associated with Pope Field and that the property will retain sufficient land area for commercial uses and development within areas of the property already zoned C(P) Commercial. Staff also finds that the request is not reasonable or in the public interest as it is not compatible to or in harmony with the surrounding land use activities and zoning.

In Case ZON-26-0023, Ms. Lynd motioned, seconded by Ms. McLaughlin, to recommend approval of the rezoning request from CD Conservancy District and C(P) Planned Commercial District to C(P) Planned Commercial District. The board finds that the request is consistent with the Spring Lake Area Land Use Plan which calls for "Commercial" at this location. The board also finds that the request is reasonable and in the public interest as it is compatible to and in harmony with the surround land use activities and zoning. Unanimous approval.

If the Town of Spring Lake's Board of Commissioners wishes to follow the recommendation of the Joint Planning Board in this case, the following motion is appropriate:

Historic Cumberland County Courthouse | 130 Gillespie Street | P.O. Box 1829
Fayetteville, North Carolina 28301 | Phone: 910-678-7600 | Fax: 910-678-7631

cumberlandcountync.gov

Rawls Howard
Director

David Moon
Deputy Director



Cumberland County Joint Planning Board

MOTION:

In Case ZON-26-0023, I move to approve the rezoning request from CD Conservancy District and C(P) Planned Commercial District to C(P) Planned Commercial District and find that the request is consistent with the Spring Lake Area Land Use Plan which calls for "Commercial" at this location. The board also finds that the request is reasonable and in the public interest as it is compatible to and in harmony with the surrounding land use activities and zoning.

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

MOTION:

In Case ZON-26-0023, I move to deny the rezoning request and find that the request is not consistent with Spring Lake Area Land Use Plan. The request is not reasonable or in the public interest because _____.



PLANNING & INSPECTIONS

PLANNING STAFF REPORT
REZONING CASE # ZON-26-0023
 Planning Board Meeting: May 19, 2026
 Location: West of N Bragg Blvd & 340 ft
 South of W Manchester Rd

Jurisdiction: Town of Spring Lake

REQUEST **Rezoning CD & C(P) to C(P)**

The applicant requests a rezoning from CD Conservancy District and C(P) Planned Commercial District to C(P) Planned Commercial District for four (4) parcels totaling approximately 4.02 acres, located west of N. Bragg Blvd and 340 feet south of W. Manchester Rd, as shown in Exhibit "A". Three (3) of the subject parcels contain a stick built residential dwelling with the fourth parcel being undeveloped land. The intent of the applicant is to demolish the existing dwelling units and recombine the subject parcels together with neighboring parcels to the north for a proposed gas station and fast-food restaurant with drive through.

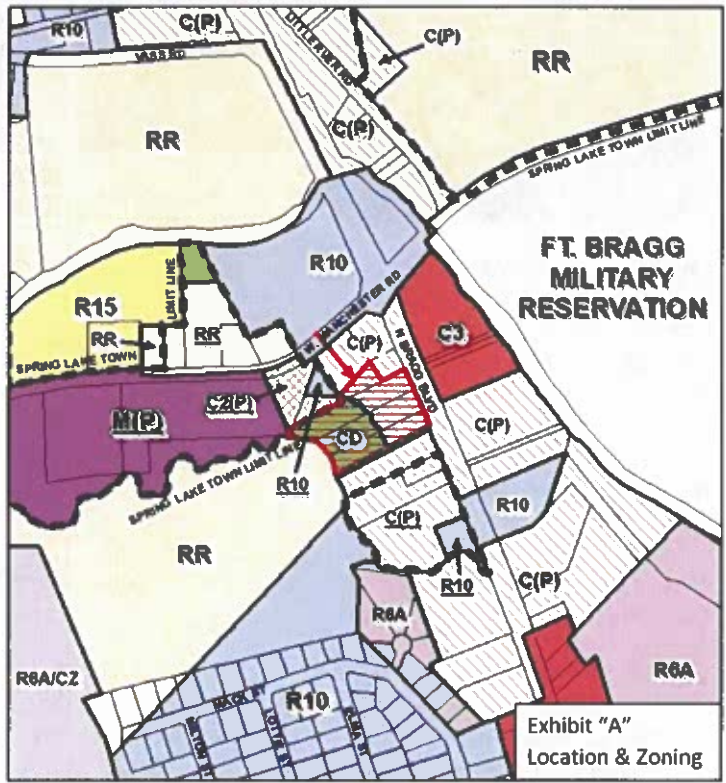
PROPERTY INFORMATION

OWNER/APPLICANT: James & Pennapa Hinnant, Cynthia Goins Carter, and Martha Harkins (Owners), The Charleston Group and Tanner Postal Commercial Real Estate (Agents/Applicants).

ADDRESS/LOCATION: Located west of N. Bragg Blvd and 340 feet south of W. Manchester Rd. Refer to Exhibit "A", Location and Zoning Map. REID number(s): 0502440382000, 0502440441000, 0502349479000, and 0502440600000.

SIZE: The four (4) parcels contain a total of approximately 4.02 acres. Road frontage along N Bragg Blvd is 300 (+/-) feet. The property is approximately 610 (+/-) feet in length at its deepest point from N Bragg Blvd.

EXISTING ZONING: The subject property is currently zoned CD Conservancy District and C(P) Planned Commercial District.



The CD Conservancy District is designed to preserve and protect identifiable natural resources from urban encroachment. The general intent of the district is to provide open area uses for such resource areas that will continue to provide limited development potential while preserving existing conditions to the extent feasible. Areas to be zoned in this district shall be identifiable as swamp, marsh, flood land, poor or very severe soils areas or managed and unmanaged woodland on USGUS (Geological Survey) maps, soil maps prepared by the USDA (Department of Agriculture) Soil Conservation Service or other appropriate sources and on file in the county planning department.

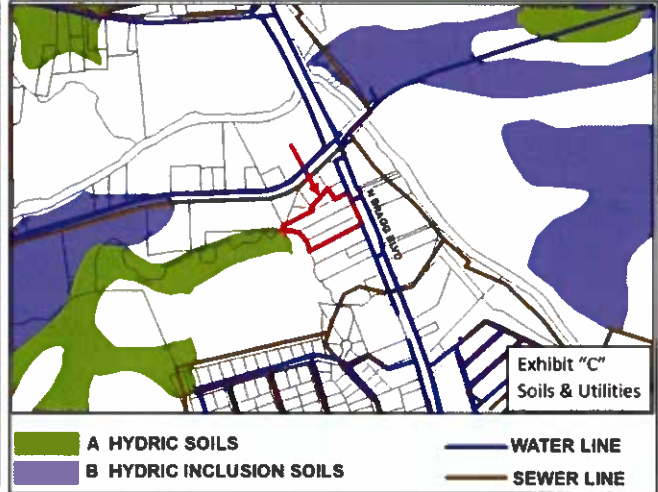
The intent of the C(P) Planned Commercial District is to assure the grouping of buildings on a parcel of land so as to constitute a harmonious, efficient, and convenient retail shopping area. To promote the

essential design features within this district, plan approval is required. Any site plan shall assure traffic safety and the harmonious and beneficial relations between the commercial area and contiguous land.

EXISTING LAND USE: The subject properties contain three (3) stick-built residential dwellings and wooded land.

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

- **North:** N Bragg Blvd, Undeveloped Land, Commercial, and Manchester Rd.
- **East:** N Bragg Blvd. and Commercial Uses.
- **West:** Tank Creek, Wetlands, Wooded lands,
- **South:** Single-family residential, and Commercial.

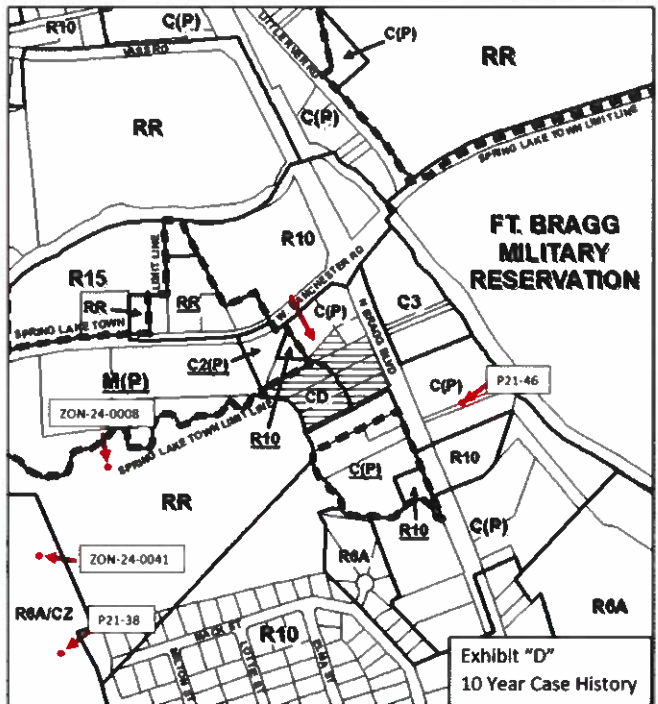


OTHER SITE CHARACTERISTICS: The site is not located in a Watershed Protection Area, but does contain portions within the Flood Zone Hazard Area and 100-YR Flood Zone. The subject property, as delineated in Exhibit "C", does not contain hydric or hydric inclusion soils.

TEN YEAR ZONE CASE HISTORY:

Exhibit "D" denotes the following rezoning case history within the past ten years near the subject property.

- ZON-24-0041: RR & R-10 to R-6A/CZ; Approved; Town of Spring Lake
- ZON-24-0008: R-10, RR, R-6A to M2/CZ; Withdrawn by Applicant.
- P21-46: R-10 to C(P); Approved; Town of Spring Lake.
- P21-38: R-6A, R-10, & RR to R6A-CZ; Approved; Town of Spring Lake.



DEVELOPMENT REVIEW: Prior to commencement of any new subdivision, group development, a recombination plat must be submitted, reviewed, and approved by the Town of Spring Lake for compliance with the Town's Code of Ordinances prior to development activity.

DIMENSIONAL PROVISIONS FOR REQUESTED DISTRICT:

Minimum Standard	CD (Existing Zoning)	C(P) (Existing)	C(P) (Proposed)
Front Yard Setback	50 ft	50 ft	50 ft
Side Yard Width	50 ft	30 ft	30 ft
Rear Yard Depth	50 ft	300 ft	300 ft
Lot Area	N/A	2 acres	2 acres
Lot Width	N/A	N/A	N/A

DEVELOPMENT POTENTIAL:

Existing Zoning (CD)	Existing Zoning (C(P))	Proposed Zoning (C(P))
0 dwelling units	0 dwelling units	0 dwelling units

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

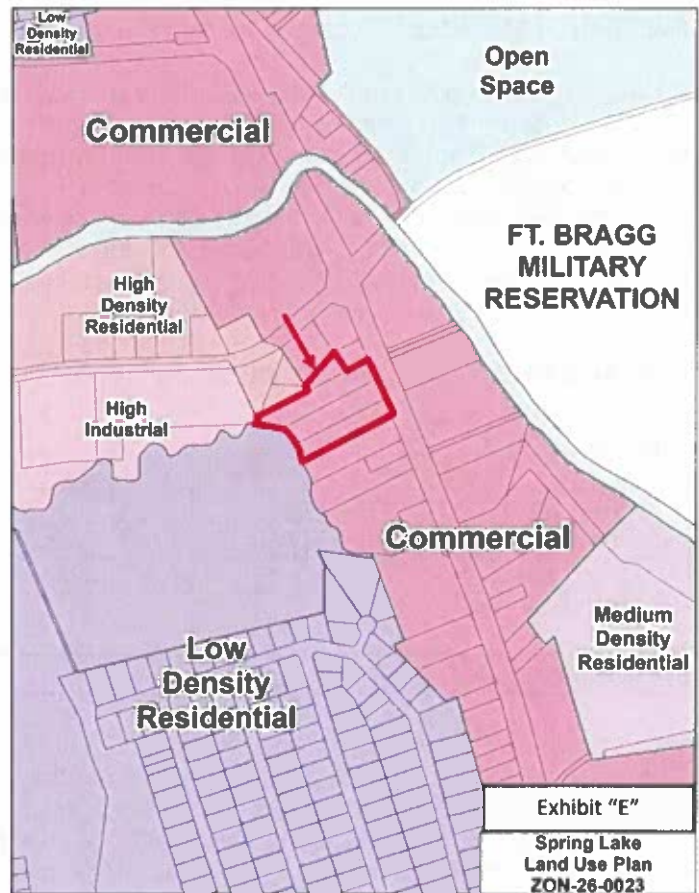
COMPREHENSIVE PLANS:

This property is located in the Spring Lake Area Land Use Plan (2022). The future land use classification of the property, as shown in Exhibit "E", is "Commercial". The associated zoning districts for "Commercial" are C-1, C-3, C(P), and HS(P).

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

Future Land Use Classification, Development Goals, Notes, and Objectives:

- "The JLUS was prepared by Benchmark Planning for the Fort Bragg Regional Land Use Advisory Commission and was completed in 2018. This plan covers a multi-county region surrounding Fort Bragg including the Spring Lake Plan Area. It includes relevant information and constraints **that must be considered in the development process**". (Pg14. Spring Lake Area Land Use Plan)
- "Adopt and implement regulations for formal coordination and notification of land use and development proposals that may have an impact on military training and operations within defined areas of compatibility concern, including any area within five miles of the installation boundary, regardless of the presence of a defined encroachment concern." (Existing From Previous Plans Town of Spring Lake Comprehensive Plan Supplement Fort Bragg JLUS, 2020 pg. 28, SLALUP, Appendix, Section 1.5)
- "Enhance the land use review communications to local governments to provide more in-depth information regarding the basis for RLUAC's recommendation and emphasizing the advisory nature of the recommendation." (Existing Conditions, Previous Plan Recommendations, Fort Bragg Joint Land Use Study, 2018, pg. 8.1 - 8.15, SLALUP, Appendix, Section 1.5)



IMPACTS ON LOCAL INFRASTRUCTURE AND/OR FACILITIES

UTILITIES: Spring Lake water and sewer utilities are present along the property frontage on N Bragg Blvd, as shown in Exhibit "C". This site will be served by Spring Lake water and sewer. Well and septic permits will not be required from County Environmental Health if connections with utilities are made.

TRANSPORTATION: The subject property sits on N. Bragg Blvd and is identified as a minor arterial in the Metropolitan Transportation Plan. N. Bragg Blvd is identified in the Transportation Improvement Program as HP-0020, SR 1117 (Butler Nursery Road) to SR 1451 (Manchester Road), Widen roadway. In addition, N. Bragg Blvd has a 2021 AADT of 41,500 and a road capacity of 38,1000. Due to lack of data and the small scale, the new zoning request does not demand a trip generation. The new development should not generate enough traffic to significantly impact N. Bragg Blvd.

SCHOOLS CAPACITY/ENROLLMENT: This information was not available from Cumberland County Public Schools at the time this report was submitted for publication.

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

EMERGENCY SERVICES: No objections to the request were received from the Spring Lake Fire Marshal.

RLUAC: Regional Land Use Advisory Committee has reviewed the proposed rezoning request to change the CD Conservancy District to C(P) Commercial and found that three properties are identified as "Critical to Protect" Fort Bragg's operational mission at Pope Airfield. Specifically, these three parcels fall within the Accident Potential Zone 1 (APZ) associated with Pope Field. A letter from RLUAC appears in Exhibit "F", attached, and explains Ft. Bragg's concerns as well the function of an "Accidental Potential 1" zone. An illustration of the APZ 1 boundary line location on the subject property is found in Exhibit "G" (attached). Further, RLUAC does not support rezoning the CD portions of the properties to C(P) due to proximity to Tank Creek, which drains Pope Airfield.

SPECIAL DISTRICTS/ OVERLAY DISTRICTS: The property is located within the Fort Bragg Five Mile buffer.

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

n/a – not applicable

STAFF RECOMMENDATION

In Case ZON-26-0023, Planning and Inspections staff **recommends denial** of the rezoning request from CD Conservancy District and C(P) Planned Commercial District to C(P) Planned Commercial District. Staff finds that the request is consistent with the Spring Lake Area Land Use Plan Map which calls for "Commercial" at this location. However, the request places potential incompatible uses and development within the Accident Protection Zone associated with Pope Field and that the property will retain sufficient land area for commercial uses and development within areas of the property already zoned C(P) Commercial. Staff also finds that the request is not reasonable or in the public interest as it is not compatible to or in harmony with the surrounding land use activities and zoning.

Attachments:

RLUAC Review Letter and APZ MAP

Notification Mailing List

Application

Agent of Authorization

Deed

EXHIBIT "F": RLUAC COURTESY REVIEW LETTER

RLUAC

Fort Bragg Regional Land Use Advisory Commission

TOWN OF SPRING LAKE COUNTY COURTESY REVIEW

Project: ZON-26-0023 (Rezoning from CD and C(P) to C(P))

Location: West side of N. Bragg Blvd south of West Manchester Road

PIN#s: 0502-44-0382, 0502-44-0441, 0502-34-9479, 0502-44-0600

May 1, 2026

Following a review of the above referenced application by the RLUAC Land Use Committee, it has been determined that:

- Portions of three of the properties subject to the zoning map amendment are identified as Critical to Protect in the Fort Bragg Compatible Use Rating System due to their location within Accident Potential Zone 1 (APZ 1) associated with Pope Field.

While the direct matter at hand is related to the three parcels subject to the zoning map amendment petition that fall partially within APZ 1, it is our understanding, based upon information received from Cumberland County Planning staff, that additional parcels to the north of the subject properties will be included in the ultimate site development plan. Each additional parcel to the north that may be incorporated into a common development is fully within APZ 1.

Land located within APZ 1 is subject to increased hazards associated with aircraft accident potential. Published land use compatibility guidance contained in [DoD Instruction 4165.57 \(Appendix 3B Table 1\)](#) states that fast food restaurants (as noted in the application) are not considered to be compatible. This is due to the concentration of relatively large numbers of people in a small area associated with the typical operations of such businesses. With regard to the proposed gas station, a standalone gas station would be generally compatible, although an associated convenience store would not be considered compatible, again, due to the concentration of people associated with the typical operation of such businesses.

We encourage the petitioner / developer / prospective business owner(s) to review the compatible use guidance for APZ 1 and take it into consideration prior to moving forward with further planning for the redevelopment of the properties in question given the degree of exposure to hazards to life and property present in this area. We also note that the hazard is not fully contained or defined within the strict APZ 1 boundary, and so areas proximate to an accident potential zone have a similar degree of exposure as those fully or partially within an APZ.

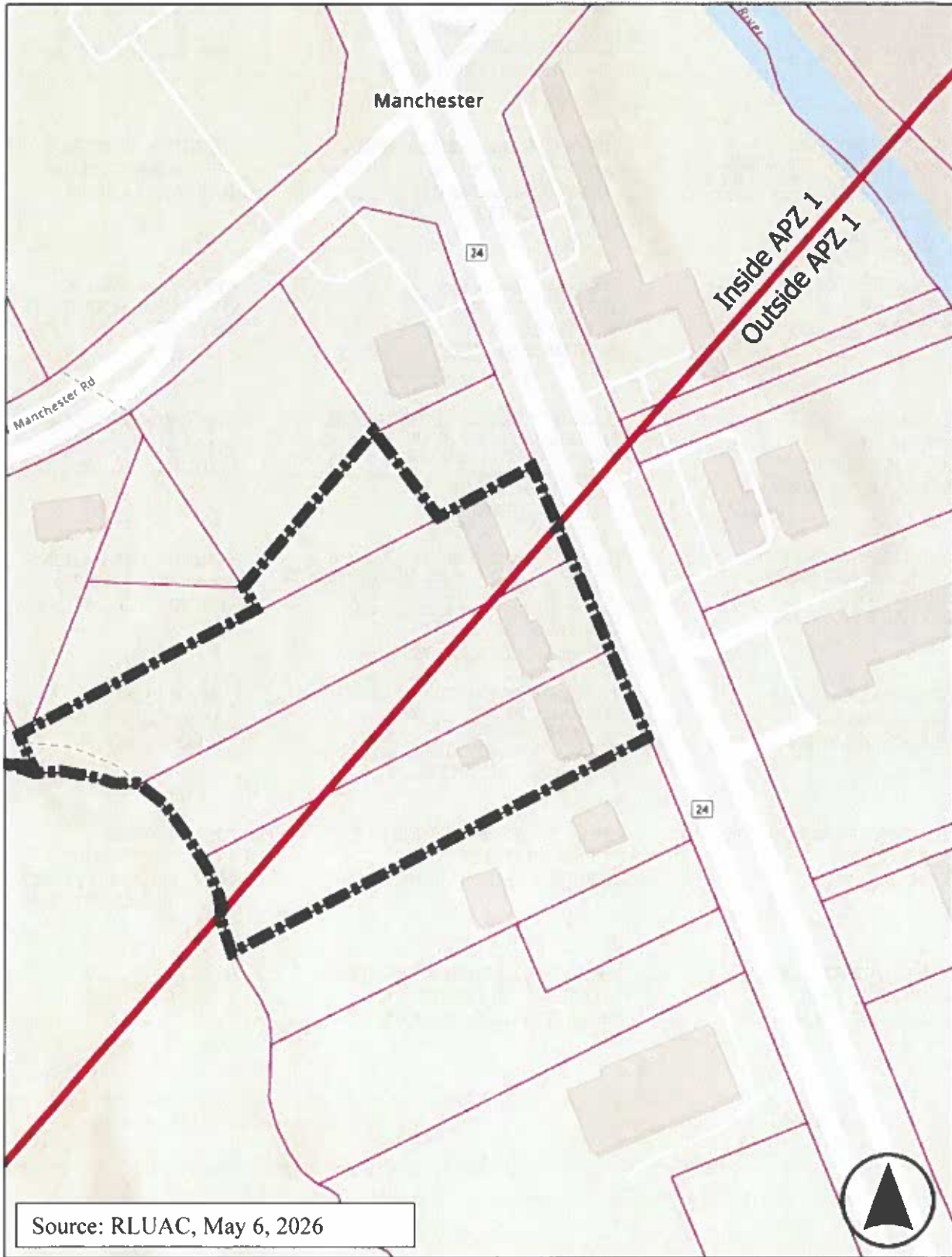
With specific regard to the zoning map amendment that would rezone land from CD to C(P); RLUAC does not support the petition, especially if the effect of the rezoning would allow encroachment into the defined 1% annual flood hazard area associated with Tank Creek that corresponds to the CD district on these properties (as indicated by Cumberland County GIS). Tank Creek drains Pope Field, and any alteration of land within or adjacent to the flood hazard area could exacerbate upstream flooding issues.

While RLUAC's findings and recommendations are non-binding on the Town of Spring Lake, their consideration and incorporation into your review of this case will help to improve compatibility outcomes for our region as a whole by protecting Fort Bragg's military training and operational missions.

Thank you for providing the opportunity for RLUAC to review this case.

Vagn K. Hansen II, AICP, Executive Director
Fort Bragg Regional Land Use Advisory Commission

EXHIBIT "G": ACCIDENT POTENTIAL ZONE 1



ATTACHMENT: MAILING LIST

CHURCH OF THE COVENANT
5546 LINKWOOD DR
FAYETTEVILLE, NC 28311

DARDEN, IRIS W;
DARDEN, DAVID K JR;
DARDEN, PAMELA
3983 FINAL APPROACH DR
EASTOVER, NC 28312

FRENCH, LASHONDA S
915 LEXIS WALK CIR
SPRING LAKE, NC 28390

GOINS, CYNTHIA TRUSTEE;
WOODARD, PEGGY R, COTE, GENEVA G
GOINS, DANIEL LEE; POWERS, ALICE G;
MEYER, STEPHEN C; MANGEL, CAROL
MEYER, DONALD A
434 SWAN ISLAND CT
FAYETTEVILLE, NC 28311

GOINS, DANIEL LEE; CYNTHIA, A;
ALICE G POWERS
434 SWAN ISLAND CT
FAYETTEVILLE, NC 28311

HARKINS, MARTHA R
47 HUNTERS CHASE
DALLAS, GA 30157

HATLEY, CHRISTOPHER DAVID
1503 N BRAGG BLV
SPRING LAKE, NC 28390

HINNANT, JAMES;
HINNANT, PENNAPA
61 NASSAU LN
SANFORD, NC 27332

JIVENS, HAROLD JR
911 LEXIS WALK CIR
SPRING LAKE, NC 28390

KU, YUN SOON;
KU, YOUNG HUI YUN
149 MANCHESTER RD
SPRING LAKE, NC 28390

LAWRENCE, PAMELA R; MYERS, KARMA P;
- CHAFFEE, FREDRIC H JR; COOK, ALEXANDE E, -
- EREES, ELISABETH C; COOK, MARK OWENN; -
- COOK, JOAN A; GERSTENBERG, HENRY M JR
- GERSTENBERG, BRYAN I
1094 TAXAHAW RD
PAGELAND, SC 29728

MCCOY, DOROTHY R
914 LEXIS WALK CIR
SPRING LAKE, NC 28390

MEMBRENO, MARITZA JEANETH
HERNANDEZ ; AGUIRRE, BERTIN BUENO
1504 N BRAGG BLVD
SPRING LAKE, NC 28390

MEYER, STEPHEN C; MANGEL, CAROL E;
MEYER, DONALD A; GOINS, CYNTHIA TRUSTEE;
WOODARD, PEGGY R; COTE, GENEVA G;
GOINS, DANIEL LEE; POWERS, ALICE G
434 SWAN ISLAND CT
FAYETTEVILLE, NC 28311

SPRING LAKE D&H INC
1554 N BRAGG BLVD
SPRING LAKE, NC 28390

STATE STORAGE NC, LLC
9450 SW GEMINI DR
BEAVERTON, OR 97008

STETLER, PHYLIS M TRUSTEE;
STETLER, EDWARD L TRUSTEE;
WOODARD, BERRY E
1795 LONGLEAF DR E
PINEHURST, NC 28374

W & R LLC
1503 N BRAGG BLVD
SPRING LAKE, NC 28390

TAJ ENTERPRISES, INCORPORATED
136 JULIET CIR
CARY, NC 27513

TRUE TOUCH HOLDINGS LLC
1530 N BRAGG BLVD
SPRING LAKE, NC 28390

YUN, SOON K;
YUN, YOUNG HUI
149 W MANCHESTER RD
SPRING LAKE, NC 28390

WOODARD, BERRY EARL JR
1795 LONGLEAF DR E
PINEHURST, NC 28374

WOODARD, PEGGY R TRUSTEE
434 SWAN ISLAND CT
FAYETTEVILLE, NC 28311

ATTACHMENT: APPLICATION



TOWN OF SPRING LAKE
BOARD OF ALDERMEN

CASE #:	_____
PLANNING BOARD MEETING DATE:	_____
DATE APPLICATION SUBMITTED:	_____
RECEIPT #:	_____
RECEIVED BY:	_____

Application for
TOWN OF SPRING LAKE
REZONING REQUEST

The following items are to be submitted with the completed application:

1. A copy of the *recorded* deed and/or plat.
2. If a portion(s) of the property is being considered for rezoning, an accurate written legal description of only the area to be considered;
3. A check made payable to "Cumberland County" in the amount of \$ 250.00.
(See attached Fee Schedule).

Rezoning Procedure:

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

The County Planning Staff will advise on zoning options, inform applicants of development requirements and answer questions regarding the application and rezoning process. For questions or assistance, call the Land Use Codes Section at (910)678-7603 or (910)678-7609. Hours of operation are 8:00 a.m. to 5:00 p.m., Monday through Friday.

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

Local Code Reference: Town of Spring Lake Chapter 42-Zoning

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

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

1. Requested Rezoning from See attached. to C(P)
2. Address of Property to be Rezoned: See attached.
3. Location of Property: _____
Town of Spring Lake, Cumberland County, North Carolina
4. Parcel Identification Number (PIN #) of subject property: See attached.
(also known as Tax ID Number or Property Tax ID)
5. Acreage: See attached. Frontage: See attached. Depth: See attached.
6. Water Provider: Well: _____ PWC: _____ Other (name): Spring Lake
7. Septage Provider: Septic Tank _____ PWC _____
8. Deed Book See attached., Page(s) See attached., Cumberland County Registry. (Attach copy of deed of subject property as it appears in Registry).
9. Existing use of property: Residential; Convenience store; Undeveloped property
10. Proposed use(s) of the property: _____
Fast-food restaurant with drive-thru; Gas station
11. Do you own any property adjacent to or across the street from this property?
Yes _____ No X If yes, where? _____
12. Has a violation been issued on this property? Yes _____ No X

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

The County Planning Staff is available for advice on completing this application; however, they are not authorized to complete the application.

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

Tanner Postal Commercial Real Estate, LLC, Attn.: Daniel Hernandez

NAME OF OWNER(S) (PRINT OR TYPE)

6600 N. Military Trail, Suite 302, Boca Raton, FL 33496

ADDRESS OF OWNER(S)

dan@impeccabledevelopment.com

E-MAIL

561-906-1605

HOME TELEPHONE #

WORK TELEPHONE #

R. Jonathan Charleston, Attorney

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

201 Hay Street, Suite 2000, Fayetteville, NC 28301

ADDRESS OF AGENT, ATTORNEY, APPLICANT

jcharleston@charlestongroup.com

E-MAIL

910-485-2500

HOME TELEPHONE #

WORK TELEPHONE #



SIGNATURE OF OWNER(S)
President - Development

SIGNATURE OF AGENT, ATTORNEY
OR APPLICANT

SIGNATURE OF OWNER(S)

Upon submission, the content of this application becomes "public record".

**Attachment to Town of Spring Lake Rezoning Application
By Tanner Postal Commercial Real Estate, LLC,
By and through its attorney, R. Jonathan Charleston**

1. Current Zoning: R10; and CD (in part)/C(P) (in part).

2. Address of Properties:

- a. 1542 N. Bragg Blvd., Spring Lake, NC;
- b. 1543 N. Bragg Blvd., Spring Lake, NC;
- c. 1551 N. Bragg Blvd., Spring Lake, NC;
- d. 1561 N. Bragg Blvd., Spring Lake, NC;
- e. 0 N/A Drive, Spring Lake, NC; and
- f. ~~0 ? Drive, Spring Lake, NC.~~

3. Parcel Identification Numbers:

- a. 0502-44-1222;
- b. 0502-44-0382;
- c. 0502-44-0441;
- d. 0502-34-9479;
- e. 0502-44-0600; and
- f. ~~0502-34-8519.~~

4. Acreage:

- a. 1.19;
- b. 1.20;
- c. 1.10;
- d. 1.40;
- e. 0.32; and
- f. ~~0.28.~~

Frontage (measured in feet):

- a. 107;
- b. 100;
- c. 100;
- d. 100;
- e. 105; and
- f. ~~0.00.~~

Depth (measured in feet):

- a. 480;
- b. 474;
- c. 474;

- d. 500;
- e. 210; and
- f. ~~130.~~

7. **Septage Provider: Unknown**

8. **Deed Book and Page, Cumberland County Registry:**

- a. 9710, 472;
- b. 6420, 853;
- c. 7588, 505;
- d. 9556, 315;
- e. 9556, 315; and
- f. ~~65, 446.~~



AFFIDAVIT OF OWNERSHIP/AGENT AUTHORIZATION

PROPERTY OWNER (Company or Individual): Daniel Lee Goins, Cynthia Goins Carter, and Alice G. Powers

MAILING ADDRESS: 3905 Skipton Ct Raleigh NC 27606

Officer's name and title: N/A

1. That I am (we are) owner(s) and record title holder(s) of the following described property legal description, to with: PIN 0502-4-0441
2. That this property constitutes the property for which a request for (type of Application Approval Requested: Rezoning to C(P))
3. That the undersigned has appointed and does appoint Tanner Postal Commercial Real Estate, LLC and The Charleston Group as agents to execute any petitions or other documents necessary to affect such petition, including development review time extension requests, and request that you accept my agents signature as representing my agreement of all terms and conditions of the approval process:
4. That this affidavit has been executed to induce Cumberland County, North Carolina and act on the foregoing request; and
5. That I, the undersigned authority, hereby certify that the foregoing is true and correct.

Cynthia Goins Carter
 CYNTHIA GOINS CARTER, INDIVIDUALLY
 AND AS POWER-OF-ATTORNEY FOR DANIEL
 LEE GOINS AND ALICE G. POWERS

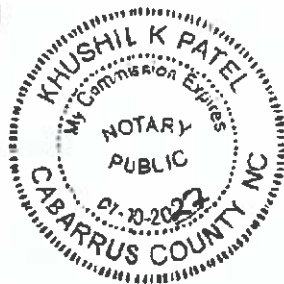
State of North Carolina

Cumberland County

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this day of March, 2026, by Cynthia Goins Carter who is personally known to me or who has produced

N.C. D.L (type of identification) as identification.

(SEAL)



Khushil K Patel
Signature of Notary Public State of North

Name: KHUSHIL K PATEL

Commission No.: 202219300136

Commission 07/10/2027



AFFIDAVIT OF OWNERSHIP/AGENT AUTHORIZATION

PROPERTY OWNER (Company or Individual): Cynthia Goins Carter, Trustee of the Albert Goins Loving Trust

MAILING ADDRESS: 3905 Skinton Ct Raleigh NC 27606

Officer's name and title: N/A

1. That I am (we are) owner(s) and record title holder(s) of the following described property legal description, to with: PIN 0502-34-9479; PIN 0502-44-3600
2. That this property constitutes the property for which a request for (type of Application Approval Requested: Rezoning to C(?))
3. That the undersigned has appointed and does appoint Tanne Postal Commercial Real Estate, LLC and The Charleston Group as agents to execute any petitions or other documents necessary to affect such petition, including development review time extension requests; and request that you accept my agents signature as representing my agreement of all terms and conditions of the approval process.
4. That this affidavit has been executed to induce Cumberland County, North Carolina and act on the foregoing request; and
5. That I, the undersigned authority, hereby certify that the foregoing is true and correct.

Cynthia Goins Carter
CYNTHIA GOINS CARTER TRUSTEE OF THE ALBERT GOINS LOVING TRUST

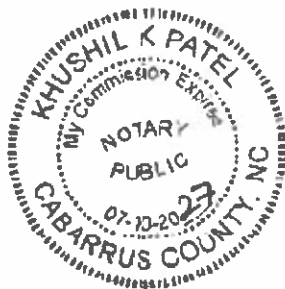
State of North Carolina

Cumberland County

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _ day of March, 2026, by Cynthia Goins Carter who is personally known to me or who has produced

NC. D.L (type of identification) as identification.

(SEAL)



Khushil K Patel
Signature of Notary Public State of North

Name: KHUSHIL K PATEL

Commission No: 202219300136

Commission: 07/10/2027



AFFIDAVIT OF OWNERSHIP/AGENT AUTHORIZATION

PROPERTY OWNER (Company or Individual): Martha R. Harkins

MAILING ADDRESS: 47 Hunters Chase, Dallas, GA 30157

Officer's name and title: N/A

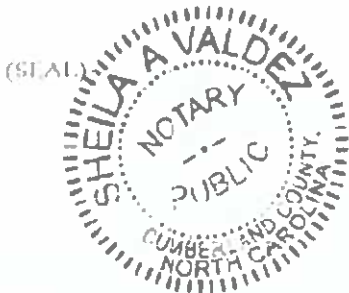
1. That I am the owner and record title holder of the following described property legal description, to-wit: PIN 0502-44-0382;
2. That this property constitutes the property for which a request for (type of Application Approval Requested: Rezoning to C1P1);
3. That the undersigned has appointed and does appoint Tanner Postal Commercial Real Estate, LLC and The Charleston Group as agents to execute any petitions or other documents necessary to affect such petition, including development review time extension requests; and request that you accept my agents signature as representing my agreement of all terms and conditions of the approval process;
4. That this affidavit has been executed to induce Cumberland County, North Carolina and act on the foregoing request; and
5. That I, the undersigned authority, hereby certify that the foregoing is true and correct.

Martha R. Harkins
MARTHA R. HARKINS

State of North Carolina

Cumberland County

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this day of March, 2026, by Martha R. Harkins, who is personally known to me or who has produced Drivers license # 087133592 GA (type of identification) as identification.



S. Valdez
Signature of Notary Public

Name: S. Valdez

Commission No:

Commission Expires Exp date 6/10/29

6428
8853

ATTACHMENT: DEEDS

BK6420PG853

05770

RECEIVED
2- 6-2004 PM 4:24: 2
J. LEE WARREN JR.
REGISTER OF DEEDS
CUMBERLAND CO., N.C.

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax \$ -0- RLDNP File # 315-99 Tax Lot No. 0502-44-0382
Parcel Identifier No. _____ Verified by _____ County on the ___ day of _____, 20____
by _____ **TITLE NOT CERTIFIED**

Prepared by/Mail after recording to: Richard M. Lewis, Jr., P.O. Drawer 1358, Fayetteville, NC 28302

Brief Description for the Index:

THIS DEED made this 6th day of February, 2004 by and between:

GRANTOR	GRANTEE
Martha R. Harkins, Executrix of the Estate of Thedford B. Roscoe	Martha R. Harkins Mailing Address: 47 Hunters Chase Dallas, GA 30167

Enter in appropriate block for each party: name, 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 or parcel of land situated in or near the City of Spring Lake, Manchester Township, Cumberland County, North Carolina and more particularly described as follows:

See Exhibit "A" attached for description

For history of title see Estate of Thedford B. Rose filed in 03-E-793, in the office of the Clerk of Superior Court for Cumberland County, NC. Bessie Roscoe died February 22, 2002, her estate is filed in the Office of the Clerk of Superior Court for Cumberland County, NC

20

6428
8854

BK 6420 PG 854

The property hereinabove described was acquired by instrument recorded in Book 580, Page 222, Cumberland County, North Carolina, Registry.

A map showing the above described property is recorded in Plat Book 13, Page 2, Cumberland County, North Carolina, Registry.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated. Title to the property hereinabove described is subject to the following exceptions:

Restrictive covenants, and utility easements, permits, and rights of way as the same may appear of record

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, effective the day and year first above written.

Martha R. Harkins (SEAL)
Martha R. Harkins, Executrix of the Estate of
Theford B. Roscoe

NORTH CAROLINA
CUMBERLAND COUNTY

I, a Notary Public for said County and State, do hereby certify that Martha R. Harkins, Executrix of the Estate of Theford B. Roscoe personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this the 6th day of February, 2004.

Janet F. Campbell
Notary Public

My commission expires: _____



The foregoing Certificate of Janet F Campbell

is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

By Lee Warren, Jr. REGISTER OF DEEDS FOR CUMBERLAND COUNTY,
Retrema Archer Deputy/Assistant - Register of Deeds

6428
8855

BK6420PG855

Exhibit "A"

BEGINNING at a stake in the western margin of NC Highway 87, the same being located at a point along said highway 100 feet South 19 degrees 40 minutes West of the southeast corner of Lot #8 and running thence South 66 degrees 30 minutes West about 480 feet to a stake in the edge of the waters on the west side of McDuffie's Creek and running thence with the edge of the waters on the west side of McDuffie's Creek about 100 feet to a stake, the northwest corner of lot #9; thence North 66 degrees 30 minutes East with the southern line of Lot #8 474 feet to a stake in the western margin of NC Highway 87, this being the northeast corner of Lot #9 and the southeast corner of Lot #"; thence South 19 degrees 45 minutes East 200 feet to the beginning and being the northern portion of Lot #9 as shown on plat recorded Book of Maps 13, Page 2, Cumberland County Registry.

7588
0505

BK 7588PG0505

022606
(N.P SEAL)
17RF

RECEIVED
5-15-2007 PM 1:32:12
J. LEE WARREN JR.
REGISTER OF DEEDS
CUMBERLAND CO., N.C.

DRAFTED BY/RETURN TO: Beaner Jones, III, Attorney at Law, PO Box 749, Fayetteville, NC 28302

QUIT CLAIM DEED REVENUE: \$

NORTH CAROLINA, CUMBERLAND COUNTY

THIS DEED, made this 11 day of MAY 2007 by

DANIEL LEE GOINS, Administrator of the Estate of ELIZABETH GOINS called Grantor. To

DANIEL LEE GOINS, CYNTHIA A GOINS and ALICE G. POWERS herein called Grantee.

GRANTEES ADDRESS: **1551 N. BRAGG BLVD, SPRING LAKE, NC 28390**

WITNESSETH THAT: Grantor, for ten dollars and other valuable consideration hereby acknowledged as paid and received, has bargained and sold, and by these presents does grant, bargain, sell and convey to Grantee, his heirs, successors and assigns, certain land described as follows:

SEE ATTACHED SCHEDULE "A" FOR LEGAL DESCRIPTION

TR: 361S-552, 06E561

TO HAVE AND TO HOLD said land and all privileges and appurtenances thereto belonging, to Grantee, his heirs, successors and assigns, forever.

Wherever used herein, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders or the context may require.

IN TESTIMONY WHEREOF, Grantor has signed this deed.

Estate of **ELIZABETH GOINS**

By: *Daniel Lee Goins* (SEAL)
DANIEL LEE GOINS, Administrator

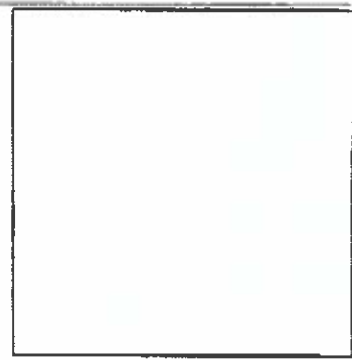
County of **CUMBERLAND** State of **NORTH CAROLINA**

I, *Richard M. Rutherford* Notary Public of Said County and State do hereby certify that **DANIEL LEE GOINS, Administrator of the Estate of ELIZABETH GOINS** personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and Notarial Seal, this the 11th day of May, 2007.

Richard M. Rutherford
Notary Public

My Commission Expires: 2-13-2010



Notary Seal

BX 7588PG0506

SCHEDULE "A"

BEGINNING at a stake in the western margin of NC Highway No. 87, the northeast corner of Lot 9 and runs thence with the western margin of said Highway No. 87 North 19 degrees 40 minutes West 100 feet to a stake, the southeast corner of Lot 6; thence South 66 degrees 30 minutes West 500 feet to a stake in the edge of the waters of McDuffie Creek; thence southwardly with the margin of McDuffie Creek to a stake, the northwest corner of Lot 9; thence with the northern line of Lot 9 North 66 degrees 30 minutes East 474 feet to the beginning, and being all of Lot 7 and Lot 8 as shown on plat of W. G. Robertson Estate lands and as shown on map of W. R. McDuffie, Registered Surveyor, as recorded in Book 13, Page 2, Cumberland County, North Carolina, Registry.

9556
0315

OK 09556 PG 0315

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

FILED Dec 08 2014
AT 09 03 20 am
BOOK 09556
START PAGE 0315
END PAGE 0319
INSTRUMENT # 36769
RECORDING \$51.00
EXCISE TAX (None)

PG

Cumberland

10/10/13

NORTH CAROLINA GENERAL WARRANTY DEED

This instrument should be mailed to: McCollers and Whitaker PLLC, 216 Highway 70, Garner, NC 27529
Prepared by McCollers and Whitaker

Tax ID#: 502-44-0852
0505-44-1628
0502-44-0600
0502-34-9479

Brief description:

Bragg Blvd

Excise Tax: \$0.00

No title certification.

THIS WARRANTY DEED is made, on the date set forth below in the acknowledgment hereof, by and between:

Sherry L. Pruitt and John Pruitt

(If checked, the property includes the primary residence of at least one of the Grantors.)
(hereinafter referred to as "the Grantors") and

Cynthia Goins as Trustee of the Albert Goins Loving Trust
single
3903 Skipton Ct.
Raleigh, NC 27606

(hereinafter referred to as "the Grantee"):

WITNESSETH, that the Grantors, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, have and by these presents does hereby give, grant, bargain, sell and convey unto the Grantee, her heirs, successors, administrators and assigns, all of that certain piece, parcel or tract of land, which was acquired by the Grantors by deed recorded in Book 9511, Page 724, situated in Cumberland County, and more particularly described as follows:

4 lots on Bragg Blvd, they being more fully described in the deed recorded in Book 6602, pag 418; specifically Tract one, Tract Two, Tract Three and Tract Five herein. See Exhibit A, attached.

9556
0317

8418

EXHIBIT A

BR6602P6418

BR09556 P00317

36323

CUMBERLAND COUNTY NC 07/26/2004

\$14.00



Fee: Estate
Excise Tax

RECEIVED
7-26-2004 PM 12:22:09

J. LEE WARREN, JR.
REGISTER OF DEEDS
CUMBERLAND CO., N.C.

DRAFTED BY/RETURN TO: Benson Jones, III, Attorney at Law, PO Box 740, Fayetteville, NC 28307

QUIT CLAIM DEED

REVENUE: \$ 14.00

NORTH CAROLINA, CUMBERLAND COUNTY

THIS DEED, made this 22nd day of July, 2004, by

DANIEL L. GOINS herein called Grantor. To

CYNTHIA ANN GOINS herein called Grantee.

GRANTEES ADDRESS: 40 7020 SALINAS COURT, FAYETTEVILLE NC 28314

WITNESSETH THAT: Grantor, for ten dollars and other valuable consideration hereby acknowledged as paid and received, has bargained and sold, and by these presents does grant, bargain, sell and convey to Grantee, his heirs, successors and assigns, certain land described as follows:

Exhibit A
Tract 1-7
TX: 6341-421 (1/15 interest)

Tract 8
TX: 3517-153

TO HAVE AND TO HOLD said land and all privileges and appurtenances thereto belonging, to Grantee, his heirs, successors and assigns, forever.

Wherever used herein, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders as the context may require.

IN TESTIMONY WHEREOF, Grantor has signed this deed.

Daniel L. Goins (SBA)
Daniel L. Goins

NORTH CAROLINA, COUNTY OF CUMBERLAND

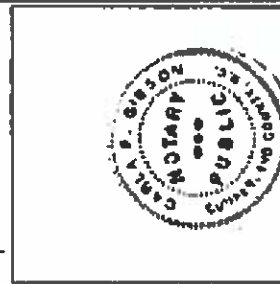
Carla F. Gibson, a Notary Public of
said County and State do hereby certify that

Daniel L. Goins
personally appeared before me this day and acknowledged the due execution of
the foregoing instrument.

WITNESS my hand and Notarial Seal, this the 26th day of
July, 2004.

Carla F. Gibson
Notary Public

My Commission Expires: 4/9/06



Notary Seal

The foregoing Certification of Carla F. Gibson

is hereby certified to be correct. This instrument and this certificate are duly registered on the date and time and in the Book and Page shown on the foregoing page hereof.

J. LEE WARREN, JR. REGISTER OF DEEDS FOR CUMBERLAND COUNTY,
By: [Signature] Deputy/Assistant Register of Deeds

9556
0318

8884
8419

BK 09556 P60318

BN6602P6419

EXHIBIT "A"

**NORTH CAROLINA
CUMBERLAND COUNTY
MANCHESTER TOWNSHIP**

TRACT ONE:

BEGINNING at a stake in the western margin of North Carolina Highway #87, the Southwest corner of Lot #4 and running thence South 66 degrees 30 minutes West 337 feet to a stake, the Southwest corner of Lot 1A; thence South 23 degrees 15 minutes West 44 feet to an iron stake designated as the Central Control; thence with the northern margin of Duffie's Creek, following its various windings to a stake, the Northwest corner of Lot #7; thence with the northern margin of Lot #7 North 66 degrees 30 minutes East 300 feet to a stake in the margin of North Carolina Highway #87, the Northeast corner of Lot #7; thence with the western margin of N.C. Highway #87 100 feet to the beginning, and being all of Lots #5 and 6 as shown on plat of W.G. Robertson Estate lands and as shown on map of W. R. McDuffie, Registered Surveyor, as recorded in Cumberland County Registry, Book 13, Page 2.

TRACT TWO:

BEGINNING at a stake in the edge of the paved highway, the Northeast corner of the Church property as described in deed recorded Cumberland County Registry, Book 65, Page 446, and runs thence along and with the paved highway North 31 degrees 15 minutes East 182 feet to a stake at the intersection of the two paved highways; thence with and along the edge of North Carolina Highway #87, South 19 degrees 40 minutes East 133 feet to a stake, the Northeast corner of Lot #3; thence with the Northwest line of Lot #3, 156 feet to a stake in the line of the Church property; thence North 31 degrees West with the line of the Church property 82 feet to the beginning, and being all of Lot #2 as shown on Map of W.G. Robertson Estate properties as surveyed and platted by W. R. McDuffie, Registered Surveyor, which said plat is of record in the Cumberland County Registry in Book of Maps 13, Page 2.

This deed is made subject to easements of the North Carolina Highway Commission and subject to the ingress and egress over existing road along the line of the Church property.

TRACT THREE:

BEGINNING at a stake in the western margin of North Carolina Highway Number 87, the northeast corner of Lot Number 5, and runs thence with the western margin of said highway North 19 degrees 40 minutes West 121 feet to a stake, the southeast corner of Lot Number 3; thence with the southern line of Lot Number 3 about South 65 degrees 30 minutes West 137 feet to a stake, the extreme northeast corner of Lot Number 1-A; thence South 31 degrees East 122 feet to a stake, the line of Lot Number 5; thence with the northern line of Lot Number 5 North 66 degrees 30 minutes East 112 feet to the beginning, constituting all of Lot Number 4 as shown on plat of W. G. Robertson Estate lands and as shown on Map of W. R. McDuffie, Registered Surveyor, as recorded in Book of Plats Number 13, Page 2 in the office of the Register of Deeds for Cumberland County, North Carolina, and being the same land described in the deed dated June 1, 1953 from Georgiana R. Macfadyen widow, et al to Mary Beattie Goins, of record in Book 654, Page 233, in the aforesaid Registry.

TRACT FOUR:

BEGINNING at an iron pipe driven in the ground on the Northern bank of Little River, said iron pipe being the point between the last call and the second to last call in deed of Dwight Ashley and wife to Savoy Realty Company, dated April 22, 1911, and registered in the office of the register of deeds of Cumberland County in Book 257 page 355 and runs thence N. 32 deg. 30 min. W. 442 ft. to an iron pipe driven in the ground; thence N. 44 deg E 2670 ft. to an iron pipe driven in the ground; thence N 3 deg. 15 min. W. 1315 ft. to an iron (railway T iron) driven in the ground; thence S 73 deg. 15 min. E 1617 ft. to an iron pipe driven in the ground; thence S 5 deg. E 336 ft. to a pipe on the northern bank of Little River; thence with the northern bank of Little River at the edge of the water westwardly to the BEGINNING, containing 72 7/10ths acres more or less, and being part of the land described in deed from Dwight Ashley and wife to Savoy Realty Company dated April 22, 1911, and registered in Book 257, Page 355, see also deed of Chas. McBeckett and wife to Dwight Ashley dated March 6, 1909 and registered in Book 145, Page 309.

It is the purpose of this deed to convey that part of the land described in the above mentioned deeds that lies on the North side of Little River.

9556
0319

0002
0428

RK 09556 PG 0319 BK 6602PG 420

TRACT FIVE:

BEGINNING at a stake in the Western margin of N.C. Highway #87, the Northeast corner of Lot #4, and run thence with the Western margin of said Highway North 19 degrees 40 minutes West to a stake, a new corner, thence South 63 degrees 30 minutes West with the Southern line of a tract heretofore conveyed to Albert Goins and wife, to a stake in the Eastern margin of the Church property, said stake being 50 1/2 feet southwardly from the Southwest corner of Lot #2; thence South 31 degrees East 50 1/2 feet to a stake, the Northwest corner of Lot #4; thence with the Northern margin of Lot #4 137 feet to the beginning, and being the Southern one-half of Lot #3 as shown on Map of W. R. McDuffie, Registered Surveyor, as recorded in the Cumberland County Registry, Book 13, Page 2.

Being the same property conveyed by deed dated March 14, 1952, from Georgiana R. MacFayden et al to Geneva E. Gibbons, recorded in Book 584, Page 199, Cumberland County Registry, the said Geneva E. Gibbons having married Eugene R. M. Cote.

TRACT SIX:

BEGINNING at a stake along North Carolina Highway No. 87 at a point 50 feet Northward from the Northeast corners of Lot 4, said point being also the Southeast corner of Lot No. 4 and run thence North 19 deg. 40 min. West to a stake, the Southeast corner of Lot No. 2; thence with the Southern line of Lot No. 2, 156 feet to a stake in the line of the Church property, said point being the Southeast corner of said Lot No. 2; thence with the line of the Church property in a Southerly direction 50 1/2 feet to a stake; thence in a straight line to the beginning.

This instrument is intended to, and the same does convey to the grantees the northern one-half of Lot No. 3 as described in plat of the W. G. Robertson Estate lands as shown on map of W. R. McDuffie, Registered Surveyor, as recorded in Cumberland County Registry, Book 13, Page 2.

This deed is made subject to easements of the North Carolina Highway Commission and subject to the rights of ingress and egress along the existing roadway located on the West side of the property.

TRACT SEVEN:

BEGINNING at a stake on the bank of a ditch West of the Manchester-Lillington hard surface road and runs South 70 degrees East 7.39 chains to an iron stake, the Silk Mill corner; thence South 20 chains to an iron stake; thence South 46 1/2 degrees West 9.96 chains to a stake; thence North 29.27 chains to the beginning, containing 15 3/4 acres, more or less, as per survey made December 28, 1937 by Dougald S. McCormick, Surveyor, and being the same land described in a deed dated December 29, 1937 from John Watson McFarland and Fleeta McFarland, his wife; and Neill McFarland and Joy Rebecca McFarland, his wife, to Mary Katharine McFarland Reeves, recorded in the office of the Register of Deeds for Cumberland County, North Carolina in Book 400, Page 180.

TRACT EIGHT:


beginning at a point in the southwestern margin of a farm road twelve feet wide sometimes called Goins Road South 69 degrees 18 minutes East 509.63 feet from the intersection of Charles A. Williams' northeastern line with the eastern margin of the right-of-way of North Carolina Highway number 210, said point being the fourth corner of the lot heretofore conveyed to Geneva E. Cote by deed dated August 22, 1972, recorded in Book 2350, Page 1, Cumberland County Registry, and running thence with the southwestern margin of said farm road South 69 degrees 18 minutes East 103.21 feet to a corner of the tract of land conveyed to William C. Frye and wife, Cynthia B. Frye, by deed dated July 27, 1956, from Albert Goins and wife, Mary Bessie Goins, recorded in Book 710, Page 106, Cumberland County Registry; thence with a line of said tract South 21 degrees 10 minutes West 198.00 feet to a stake in the old line; thence with it North 68 degrees 42 minutes West 113.63 feet to the third corner of said lot conveyed to Geneva E. Cote; thence with the third line of said lot North 24 degrees 43 minutes East 197.27 feet to the beginning point, and being a part of the land described in a deed from Savoy Realty Company to Albert Goins and wife, dated February 10, 1938, and recorded in Book 403, Page 106, Cumberland County Registry. The perpetual joint right of ingress, egress, and regress over and upon the aforesaid farm road is hereby conveyed to the party of the second part his heirs and assigns.

CASE NO. ZON-26-0023

PUBLIC MEETING

ZON-26-0023: Rezoning request from CD Conservancy District and C(P) Planned Commercial District to C(P) Planned Commercial District or to a more restrictive zoning district for four (4) parcels comprising approximately 4.02 acres; located west of N Bragg Blvd and 340 feet south of W. Manchester Rd.; submitted by The Charleston Group and Tanner Postal Commercial Real Estate (Agents) on behalf of James and Pennapa Hinnant, Cynthia Goins Carter, and Martha Harkins (Owners). **(Spring Lake)**

Note: Your signature indicates your statements of fact before the Board should be supported by proper documentation when available.

Printed Name	In Favor*	Signature
R. Jonathan Charleston		

Printed Name	Opposed	Signature

(*) Those who sign in to speak "In Favor" of this case are only called to the lectern to speak if the case currently appears on the "Contested" portion of the meeting agenda or is moved to the "Contested" portion of the meeting agenda by the Board during agenda review.

Public Comment 2011-26-0023

From: Vagn Hansen <director@rluac.com>
Sent: Monday, May 18, 2026 3:05 PM
To: Jonathan Charleston <JCharleston@charlestongroup.com>
Subject: Re: RLUAC

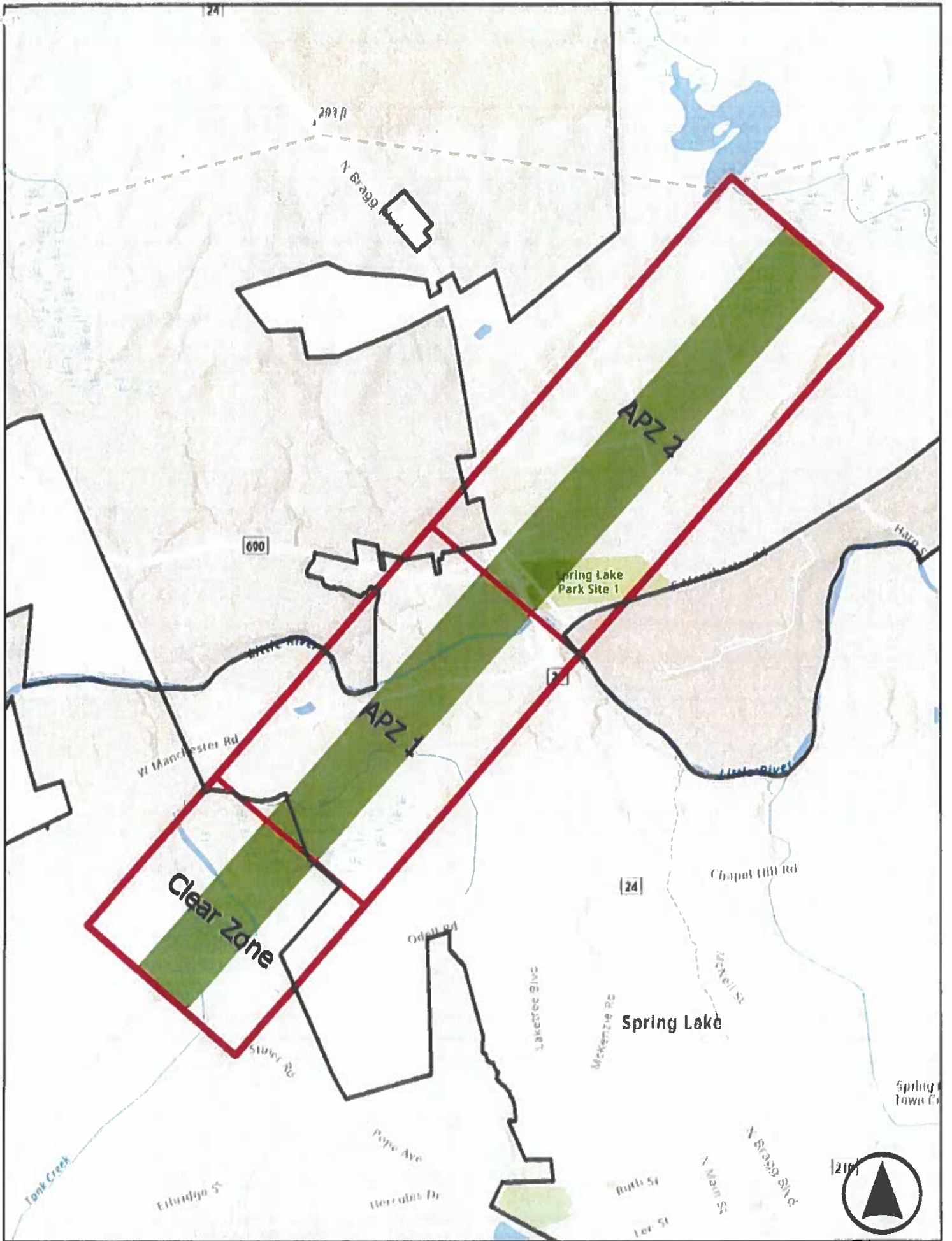
External Sender - From: (Vagn Hansen
<director@rluac.com>)

This message came from outside your organization.

The attached map shows the Army's standard width APZs in green and the Air Force standard width APZs in the red outline.

Another note on the letter - since your client has the proper zoning in place for the uses that are desired, or at least that is our reading of it, the information on the compatibility of the proposed uses was primarily for their awareness. The concern we have with the rezoning is the proposal to remove the conservation district's applicability to the flood hazard area, as it was not clear what the intent is for that portion of the site given the potential upstream impacts on Pope Field if the flood channel is altered or other changes are made in the flood hazard area.

Vagn K. Hansen II, AICP, Executive Director
Fort Bragg Regional Land Use Advisory Commission
6205 Raeford Road
Fayetteville, NC 28304
(910) 398-3743
director@rluac.com
www.rluac.com



Town of Spring Lake

**** NOTICE OF PUBLIC HEARING ****

BOARD OF COMMISSIONERS (BOC)

Case ZON-26-0023: Rezoning

BOC Hearing Date:	June 8, 2026 (Monday)
Time:	6:00 PM, or shortly thereafter
Meeting Location:	Spring Lake Town Hall, 300 Ruth Street, Spring Lake NC
Meeting Item:	Rezoning, 4.02 +/- Acres
	From: CD Conservancy District and C(P) Planned Commercial
	To C(P) Planned Commercial District
Subject Site:	located west of N Bragg Blvd and 340 feet south of W. Manchester Rd. (refer to attached location map)

May 27, 2026

Dear Property Owner(s):

The Town of Spring Lake Board of Commissioners will hold a public hearing on Monday, June 8, 2026, beginning at 6:00 P.M. or shortly thereafter, at Spring Lake Town Hall, located at 300 Ruth Street in Spring Lake, NC and will hear the following:

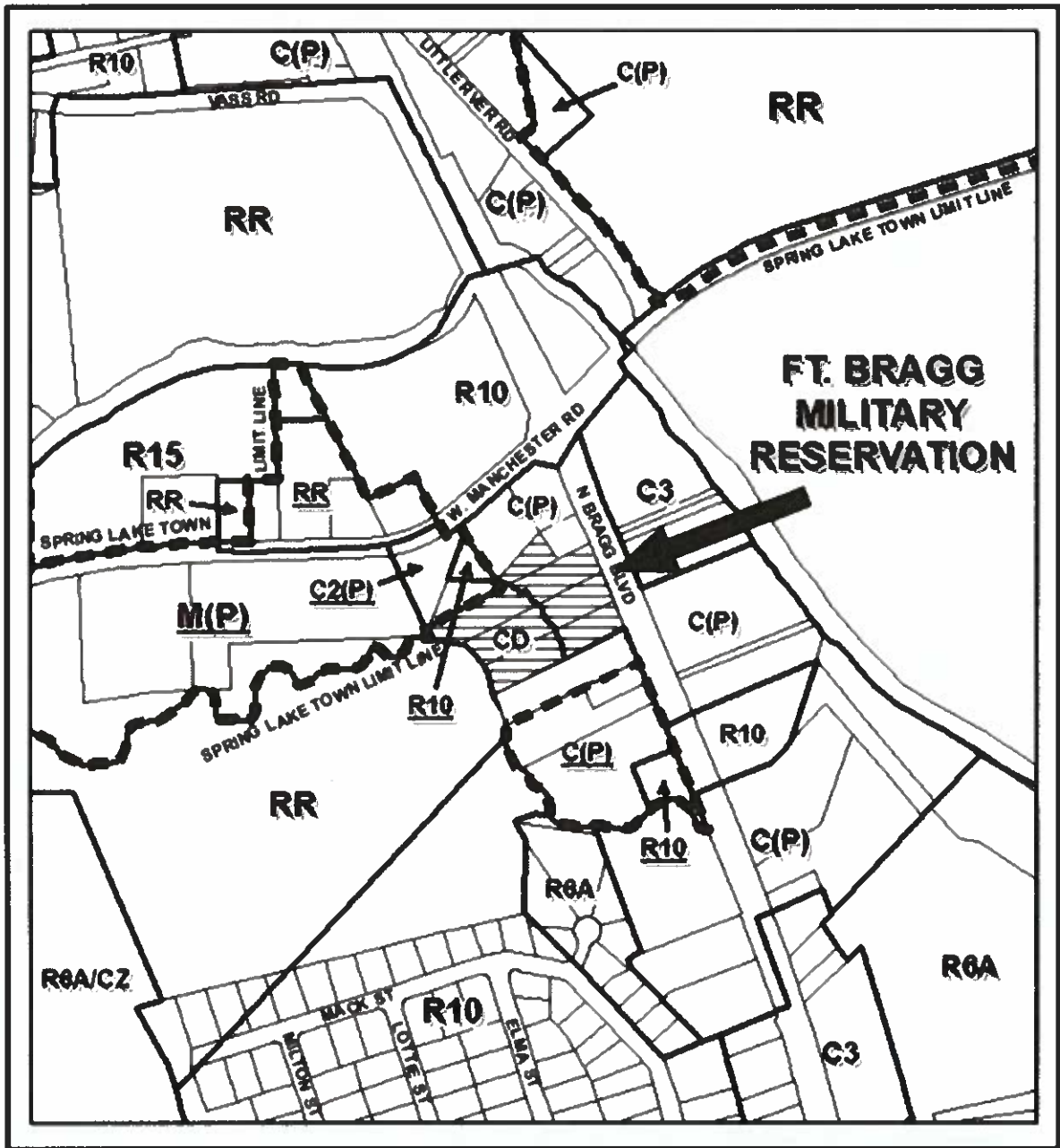
ZON-26-0023: Rezoning request from CD Conservancy District and C(P) Planned Commercial District to C(P) Planned Commercial District or to a more restrictive zoning district for four (4) parcels comprising approximately 4.02 acres; located west of N Bragg Blvd and 340 feet south of W. Manchester Rd.; submitted by The Charleston Group and Tanner Postal Commercial Real Estate (Agents) on behalf of James and Pennapa Hinnant, Cynthia Goins Carter, and Martha Harkins (Owners).

A site plan map identifying the location of the above referenced property, shown in a cross-hatched pattern, appears on the reverse side of this letter. A copy of the proposed conditional zoning site plan is also attached.

A copy of the rezoning application can be viewed by the public at the Department of Planning and Inspections, Room 103, 130 Gillespie Street, Fayetteville, NC, from 8:00 AM to 4:30 PM weekdays but excluding holidays. If you have questions regarding the proposed rezoning application or the upcoming JPB meeting, please call the Planning Department at (910) 678-7558/7627.

MAP OF SITE PLAN INSERTED ON PAGE 2 (BACKSIDE)

Town of Spring Lake



REID: 0502-44-1222-000, 0502-44-0382-000
 0502-44-0441-000, 0502-34-9479-000
 0502-44-0600-000

REQUEST REZONING R10, CD & C(P) TO C(P)

ACREAGE: 5.21 AC. +/- HEARING: ZON-26-0023





NORTH CAROLINA

AFFIDAVIT SPRING LAKE

CUMBERLAND COUNTY

CASE NO. ZON-26-0023

OWNER(S)' AND MAILED NOTICE CERTIFICATION

Oswaldo Garcia, appearing before the undersigned notary and being duly sworn, says that:

1. He is a Permit Specialist for Current Planning of the Planning & Inspections for the Cumberland County Planning and Inspections Department.
2. His duties include preparing and mailing notices of public hearings as required by North Carolina General Statutes to property owners pending Cumberland County Joint Planning Board cases.
3. He personally prepared a "Public Hearing Notice" (hereinafter, "Notice") for the above-referenced case, a copy of which is attached hereto and incorporated by reference as if fully set forth.
4. He certifies that the mailing list attached hereto and incorporated by reference as if fully set forth contains 23 names and complete mailing addresses, consists of, at a minimum, the current tax record owner(s) of the subject property/properties and all owners of all abutting properties as shown on the current Cumberland County property tax records. This mailing list is attached.
5. He also certifies that the tax record property owner(s) have actual Notice of the request for the zoning map amendment signified by the record property owner(s)' signature on the application for the rezoning of these tract(s).
6. He further certifies that the Notice was inserted in a properly addressed envelope with postage prepaid and mailed first class through the United States Postal Service on or about May 27, 2026 which is at least ten but not more than 25 days prior to the hearing on the referenced case, and that the Notice was so mailed to each and every individual as shown on the previously described mailing list.

Oswaldo G. Garcia
Permit Specialist
Planning & Inspections Dept.

Sworn to and subscribed before me this 27th day of May 2026.

TERRI ORTIZ
Notary Public, North Carolina
Sampson County
My Commission Expires
October 30, 2028

Notary Public
My commission expires: 10-30-2028



CUMBERLAND COUNTY

NORTH CAROLINA

Cumberland County Joint Planning Board

Tentative MINUTES

May 19, 2026

Members Present	Members Absent	Others Present
Mr. James Baker, Vice Chair	Mr. Charles Jones	Mr. Rawls Howard, Director
Ms. Betty Lynd,	Mr. William Walters	Mr. David Moon, Deputy Director
Mr. Stan Crumpler		Mr. Chris Carr, Assistant County Attorney
Mr. Todd Mobley		Ms. Amanda Ozanich, Snr. Admin. Professional
Mr. Mark Williams		Mr. Richard Fagan, Planner II
Mr. Lyndel Ray Jenkins		Mr. Timothy Doersam, Planner II
Mr. Alfred Wheatley		Ms. Sabrina Greer, Planner I
Ms. Jami McLaughlin		

I. INVOCATION AND PLEDGE OF ALLEGIANCE

In the absence of the Chair, Mr. Baker called the meeting to order at 6:00 PM. Mr. Baker delivered the invocation and Mr. Jenkins led those present in the Pledge of Allegiance.

II. SWEARING IN OF NEW MEMBER-

Mr. Wheatley was sworn in as a new board member by Amanda Ozanich to represent the Town Linden.

III. ADJUSTMENTS TO / APPROVAL OF AGENDA

Mr. Howard noted that ZON-26-0027 is being pulled as it is not ready to present per the County Attorney's direction. Mr. Howard also wished to add a discussion item for the election of officers.

Mr. Crumpler motioned, seconded by Ms. Lynd, to approve the agenda with the noted adjustments. Unanimous approval.

IV. PUBLIC MEETING WITHDRAWAL/DEFERRALS

There were none.

V. ABSTENTIONS BY BOARD MEMBERS

There were none.

VI. APPROVAL OF THE MINUTES OF APRIL 21, 2026

Mr. Jenkins motioned, seconded by Ms. Lynd, to approve the minutes as submitted by staff. Unanimous approval.

VII. CHAIRMAN'S WELCOME AND RULES OF PROCEDURE

Mr. Baker read the Chairman's Welcome and the Rules of Procedure.

VIII. PUBLIC MEETING CONSENT ITEMS

REZONING CASES

- A. **ZON-26-0020:** Rezoning request from R6A Residential District to C1(P) Planned Local Business District or to a more restrictive zoning district for a parcel comprising approximately 0.82 acres; located at the southwest corner of Jefferson St. and Main St.; submitted by Steve and Connie Graham (Owners).

In Case ZON-26-0020, Planning and Inspections staff recommends approval of the rezoning request from R6A Residential District to C1(P) Planned Local Business District. Staff finds that the request is consistent with the Southwest Cumberland Land Use Plan which calls for "Mixed Use" at this location. Staff also finds that the request is reasonable and in the public interest as it is compatible to and in harmony with the surrounding land use activities and zoning.

Mr. Crumpler motioned, seconded by Ms. Lynd, to recommend approval of the rezoning request from R6A Residential District to C1(P) Planned Local Business District. The board finds that the request is consistent with the Southwest Cumberland Land Use Plan which calls for "Mixed Use" at this location. The board also finds that the request is reasonable and in the public interest as it is compatible to and in harmony with the surrounding land use activities and zoning. Unanimous approval.

TEXT AMENDMENTS

- A. **ZON-26-0026:** Text Amendment to the Town of Stedman Zoning Ordinance to add Article II.A Companion District – Conditional Zoning Districts; amend Sections 2.16 and 8.11 to include Conditional Zoning; and add a definition for Conditional Zoning under Section 10.2; submitted by Town of Stedman (Applicant). **(Stedman)**

In Case ZON-26-0026, Planning & Inspections staff recommends approval of the text amendment to the Town of Stedman Zoning Ordinance and finds the request consistent with the Stedman Area Land Use Plan. Approval of this text amendment is also reasonable and in the public interest to provide the regulations and means for which applicants can apply for a Conditional Zoning district.

Mr. Crumpler motioned, seconded by Ms. Lynd, to recommend approval of the text amendment to the Town of Stedman Zoning Ordinance and finds the request consistent with the Stedman Area Land Use Plan. Approval of this amendment is also reasonable and in the public interest to provide the regulations and means for which applicants can apply for a Conditional Zoning district. Unanimous approval.

IX. PUBLIC MEETING CONTESTED ITEMS

REZONING CASES

- A. **ZON-26-0012:** Rezoning request from A1 Agricultural District to R30 Residential District or to a more restrictive zoning district for two parcels comprising approximately 46.30 acres; located southwest of the intersection of Roseway Ct. and Fire Dept Rd.; submitted by Kenneth Smith Jr. (Applicant) on behalf of Lydia Rozier (Owner).

In Case ZON-26-0012, Planning and Inspections staff recommends denial of the rezoning request from A1 Agricultural District to R30 Residential District. Staff finds that the request is not consistent with the South-Central Land Use Plan which calls for "Farmland" at this location. Staff also finds that the request is not reasonable or in the public interest as it is not compatible to or in harmony with the surrounding land use activities and zoning.

Mr. Doersam presented staff findings and PowerPoint presentation.

Mr. Doersam reiterated that the 2015 Land Use Plan calls for farmland preservation at this location. The area contains no existing R30 zoning. The plan is scheduled for an update, but the current document is still the guiding document.

Kenneth Smith spoke in favor of the rezoning request. He is the engineer working on this project with the applicant.

Mr. Smith emphasizing that the proposed R30 zoning is similar in density to nearby R20 and RR zoned subdivisions. He noted the land is mostly suitable for residential development with low-yield soils for farming. Preliminary plans suggest about 50-52 lots with a density of approximately 1.1 units per acre. Fire safety and stormwater management plans are feasible. Traffic impact is expected to be minimal based on NCDOT data. Water infrastructure extension is planned, but not immediately.

The Board asked why Mr. Smith is not seeking conditional rezoning.

Mr. Smith expressed reluctance to pursue conditional zoning due to concerns that conditions often reduce project yield or complicate development. They prefer a straight rezoning to R30 to maintain project viability. The applicant indicated willingness to answer questions but prefers to avoid unnecessary restrictions.

Mr. Smith stated that he has reached out to ensure he will be in compliance with NC DOT, DEQ erosion control, stormwater permits, and Cumberland County's water supply and watershed protection ordinance when submitting development plans.

Board members questioned the absence of R30 zoning in the area and when the Land Use Plan is projected to be renewed.

Staff clarified that while R30 zoning is not present nearby, there are smaller lot residential developments under A1 zoning, most likely with zero lot line provisions. Staff also responded by stating that the current land use plan for this area is from 2015 and is next to be updated.

Mr. Baker opened public comment.

Anna Huron spoke in opposition. She resides 7219 Fire Department Rd.

Ms. Huron submitted local signatures and a petition with 200+ signatures opposing the rezoning. She believes if she had more time she would have garnered more support of the neighboring area.

Ms. Huron emphasized farmland preservation, rural lifestyle, and environmental concerns (including "forever chemicals"). She argued growth should occur near existing infrastructure, not rural farmland. She noted agricultural zoning protects open space and community character. She also mentioned concerns included increased traffic, school and emergency service strain, and water quality issues. Noting that if this rezoning is approved then it will open up the area to more rezoning applications.

Mr. Crumpler asked what her land was used for prior to her moving there.

Ms. Huron stated her home was built in the 1970s and she did not know its prior zoning. Her land is 2.7 acres.

Christopher Parkhurst spoke in opposition. He resides at 2135 School Road. His address is not in the community, but he does work on Fire Department Rd.

Mr. Parkhurst stated his experiences living in the city and moving to the country. He's mainly concerned about stresses that will be placed on the community, its resource, traffic, crime, and potential water/sewer expansion after investing in his own system.

Tessa Parkhurst spoke in opposition. She also resides at 2135 School Rd and supported previous speakers and reiterated shared concerns.

With no further speakers, Mr. Baker closed public comments.

Ms. Lynd noted that A1 zoning allows non-agricultural uses that could also impact rural character. A1 doesn't necessarily mean farming.

Mr. Crumpler discussed challenges for aging farmers lacking retirement options. The property owner is a widow who has maintained the land for decades. Soil is poor for farming except hay; R30 would not significantly alter the area character and he believes that the upscale housing in that area may be a better long-term use.

Mr. Smith stated that if zero lot line was still available, they could do R40 but as it doesn't exist their plan would not work without R30. To be compliant with R40 it would not be profitable enough to purchase the property.

Mr. Mobley expressed concern that the request is outside the adopted land use plan, which reflects community intent.

Mr. Smith reiterated that within a 2-mile radius, there are R20, RR, and developments similar in density to R30.

Mr. Crumpler asked about land use plan age and case history.

Mr. Howard confirmed the plan was created in 2015 and there have been no rezoning cases in this area in the past 10 years, per staff's recent research.

Mr. Smith questioned the consistency of the land use plan with recent infrastructure investments. He noted that if the area is intended to remain farmland under the current plan, it is unclear why PWC installed a 60-inch water main in the vicinity and why Cumberland County Utilities is attempting to purchase land from his client to extend water service. He asked why such large-scale water infrastructure would be constructed if the county does not anticipate future development or zoning changes in the area.

Mr. Williams motioned, seconded by Mr. Mobley, to recommend denial of the rezoning request from A1 Agricultural District to R30 Residential District. The board finds that the request is not consistent with the South-Central Land Use Plan which calls for "Farmland" at this location. The board also finds that the request is not reasonable or in the public interest as it is not compatible to or in harmony with the surrounding land use activities and zoning. Motioned failed to carry due to lack of majority vote with only Mr. Williams, Mr. Mobley, and Mr. Baker voting in support of the motion for denial.

Mr. Crumpler motioned, seconded by Mr. Jenkins, to recommend approval of the rezoning request from A1 Agricultural District to R30 Residential District and find that: 1. Approval is an amendment to the adopted, current South-Central Land Use Plan and that the Board of Commissioners should not require any additional request or application for amendment to said map for this request. 2. The requested district is appropriate because the minimum lot area for the requested district is consistent with the typical lot size currently found within nearby established residential subdivisions. 3. The request is compatible with the residential character of the surrounding area. The board also finds that the request is reasonable and in the public interest as it is compatible to and in harmony with the surrounding land use activities and zoning. The motion was approved with Mr. Williams, Mr. Mobley, and Mr. Baker voting in opposition.

- B. **ZON-26-0022: Rezoning request from A1 Agricultural District to R40A Residential District or to a more restrictive zoning district for a parcel comprising approximately 2.73 acres; located at 2472 & 2478 H. Bullard Rd.; submitted by Chris Roberts (Applicant) on behalf of Nita Butt (Owner).**

In Case ZON-26-0022, Planning and Inspections staff recommends denial of the rezoning request from A1 Agricultural District to R40A Residential District. Staff finds that the request is not consistent with the South-Central Land Use Plan which calls for "Low Density Residential" at this location. Staff also finds that the request is not reasonable or in the public interest as it is not compatible to or in harmony with the surrounding land use activities and zoning.

Ms. Greer presented staff findings.

Ms. Greer clarified that two manufactured homes exist, one will be removed and replaced with a stick-built home.

Ms. Lynd questioned staffs' recommendation as to why it would not be compatible with the surrounding land use.

Mr. Howard noted that the policy is what they look at first and foremost. Afterward, staff looked contextually on both sides of the property and across the street and noted that the neighboring districts would not allow manufacturing homes on any of those zoning districts. But ultimately, staff leaned on the policy of what the plan says.

Ms. Lynd pointed out that RR zoning district in the area would allow manufactured homes.

Mr. Howard agreed.

Mr. Mobley asked if the lot could be divided and maintain A1 zoning, not considering use or residential density in place.

Ms. Greer replied no as minimum lot sizes could not be obtained.

Mr. Howard clarified that the only use in A1 by the County's ordinance that allows a smaller lot size is when you're dealing with utilities. In that instance, one acres lots could be permitted if tied to a utility need.

Mr. Baker opened public comments.

Christopher Roberts, applicant and owner of adjacent properties, spoke in favor of the rezoning request.

Mr. Roberts plans to build two stick-built homes on adjacent lots and remove one existing manufactured home on the subject property. Replacing that with a stick built home already requested from a long-term local resident.

Mr. Roberts explained that the R40A zoning is necessary to keep the existing manufactured home that is occupied compliant and that the request is consistent with surrounding residential uses. He expressed willingness to follow board guidance on how to proceed with subdivision and zoning.

Mr. Roberts pointed out that he would like to subdivide the property and make his portion R40 and make their part R40A to maintain compliance.

Mr. Howard explained that that would not be possible without a legal description as part of the rezoning application.

Ms. Lynd questioned that if he submitted a legal description with his zoning without subdividing first. You don't have to plat it ahead of time, but you could bring in a legal description.

Mr. Moon stated yes, that would be possible.

Mr. Howard stated that the process is cleaner to do it this way. If you're talking about zoning it ahead of subdivision, you would have to ensure the subdivision matches the boundaries of whatever is on the application. It is possible, but it depends on the steps the applicant would have to go through.

Mr. Roberts stated that he is willing to take any alternative, but he needs guidance.

Mr. Baker closed the public comments.

Ms. Lynd pointed out the land use plan calls for more density than what the applicant is requesting. The applicant is seeking R40A solely to maintain compliance for the manufactured home that will remain. Manufactured homes are permitted in both RR and A1 districts.

Ms. Lynd does not view the request as problematic. She pointed out that the two adjacent lots were rezoned to R40 in 2018, after adoption of the current land use plan.

Ms. Lynd motioned, seconded by Mr. Crumpler, to recommend approval of the rezoning request from A1 Agricultural District to R40A Residential District and find that: 1. Approval is an amendment to the adopted, current South-Central Land Use Plan and that the Board of Commissioners should not require any additional request or application for amendment to said map for this request. 2. The existing manufactured homes will be consistent with permitted uses allowed within the requested district. 3. The request for future residential uses would be compatible with the character of the surrounding residential uses. The board also finds that the request is reasonable and in the public interest as it is compatible to and in harmony with the surrounding land use activities and zoning. Unanimous approval.

- C. **ZON-26-0023:** Rezoning request from CD Conservancy District and C(P) Planned Commercial District to C(P) Planned Commercial District or to a more restrictive zoning district for four (4) parcels comprising approximately 4.02 acres; located west of N Bragg Blvd and 340 feet south of W. Manchester Rd.; submitted by The Charleston Group and Tanner Postal Commercial Real Estate (Agents) on behalf of James and Pennapa Hinnant, Cynthia Goins Carter, and Martha Harkins (Owners). (**Spring Lake**).

In Case ZON-26-0023, Planning and Inspections staff recommends denial of the rezoning request from CD Conservancy District and C(P) Planned Commercial District to C(P) Planned Commercial District. Staff finds that the request is consistent with the Spring Lake Area Land Use Plan Map which calls for "Commercial" at this location. However, the request places potential incompatible uses and development within the Accident Protection Zone associated with Pope Field and that the property will retain sufficient land area for commercial uses and development within areas of the property already zoned C(P) Commercial. Staff also finds that the request is not reasonable or in the public interest as it is not compatible to or in harmony with the surrounding land use activities and zoning.

Mr. Fagan presented the staff findings along with a PowerPoint presentation.

Mr. Baker noted that the RLUAC letter was signed by the Executive Director rather than the full RLUAC board. He inquired about the Chair of the RLUAC board. Mr. Howard stated that the current Chair is the Mayor of Spring Lake. When asked whether she supported the request, Mr. Howard explained that he had limited communication with her and that she indicated only that she would review the matter. He added that there had been conversations between the applicant, Mr. Charleston, and RLUAC, which would be relevant to this Board's discussion.

Ms. Lynd asked whether staff's conclusion that the request conflicts with the land use plan was based solely on the RLUAC letter. She observed that a gas station could be constructed on the existing C(P) portion of the property without RLUAC involvement.

Mr. Moon confirmed that the C(P) zoning would remain in place even if the board followed staff's recommendation, and that a gas station could be built there now without RLUAC authority to deny it.

Mr. Howard clarified that staff evaluated the request strictly according to the application submitted.

Mr. Wheatly requested confirmation that the property lies within the Pope Airfield approach corridor and within the 7,000-foot threshold.

Mr. Fagan confirmed this and referenced the images showing that the parcel is partially within the Accident Potential Zone (APZ). Mr. Moon added that the property is approximately 7,000 feet from the end of the runway.

Mr. Baker stated that the board was essentially being asked to approve a combustible facility within the Accident Potential Zone and asked whether that was an accurate characterization.

Mr. Howard agreed, based on the information received.

Ms. McLaughlin noted that a gas station previously existed on the parcel, though it has been vacant for some time. She stated that this was prior to the Army assuming control of the airfield and altering the flight path.

Mr. Howard confirmed that the transition from Air Force to Army ownership occurred approximately one year ago and resulted in a change to the flight path.

Ms. McLaughlin indicated that the applicant could further explain the change.

Ms. Lynd emphasized that RLUAC's letter was based on the applicant's stated intent to construct a gas station, but the rezoning would allow a range of other uses. She stated that the board must consider all potential uses permitted under the zoning, not solely the applicant's stated plan.

Ms. McLaughlin added that three nearby homes flooded during a recent hurricane, requiring elderly residents to be evacuated. She also noted the presence of nearby businesses, including a firearms store and a kayak rental shop.

Mr. Mobley observed that the former gas station was relocated to the opposite side of the flight zone and asked how that was permitted.

Mr. Howard stated that it likely did not require rezoning and was already entitled.

Mr. Baker then opened the public comment period.

Mr. Charleston stated that planning staff had looked favorably on the request until receiving the May 1 RLUAC letter. He explained that the effect of the rezoning is simply to consolidate the commercial designation across all parcels and remove the CD district. He asserted that staff's recommendation of denial was based solely on the RLUAC letter and that the recommendation relied on a misreading of that letter. He noted that RLUAC has since issued written clarification. He further stated that the Spring Lake Area Land Use Plan designates the site for commercial use and identifies C(P) as a compatible zoning district; therefore, the request is consistent with the adopted plan.

Mr. Charleston read portions of the Spring Lake Land Use Plan into the record.

He then read from the clarified RLUAC correspondence, noting that the discussion of the Accident Potential Zone (APZ) compatibility was informational only and intended primarily for the applicant's awareness.

Mr. Charleston stated that neither the zoning maps nor the land use maps provide any notice of APZ boundaries. As a result, property owners and developers rely on the maps, negotiate business arrangements, subdivide property, and invest in engineering and related work, only to later discover that RLUAC has issued recommendations affecting the site. He emphasized that the RLUAC recommendation is non-binding on the Town of Spring Lake and does not constitute a regulatory determination.

Mr. Charleston continued by referencing Department of Defense Instruction, which he stated contains no mandate regarding civilian zoning outcomes. He noted that such recommendations are non-binding unless a local government has adopted an APZ overlay ordinance, which neither Spring Lake nor Cumberland County has done.

Mr. Charleston presented a comparison of the Army APZ and the former Air Force APZ, noting that the Army's APZ is significantly narrower. He stated that RLUAC's actual concern, as clarified in their email, relates to the removal of the CD district in the flood hazard area. He stated that all flooding-related protections are already addressed by federal and state law, and that no development can occur without required permits. He listed multiple layers of regulation governing the area, including federal floodplain management standards under the National Flood Insurance Program, Army Corps of Engineers oversight, state water quality certification, North Carolina floodplain management statutes, riparian buffer requirements, and the Sedimentation Pollution Control Act. He stated that every protection sought by RLUAC is independently provided by these laws and does not depend on the CD designation; therefore, removing the CD overlay does not eliminate any legal protections.

Addressing compatibility concerns, Mr. Charleston stated that staff's own report acknowledges that the proposed zoning is compatible with surrounding land uses. He referenced Executive Order 14219, which he stated prohibits advisory recommendations from federal agencies from impairing private property development. He also cited OMB Memorandum M-25-13, dated February 2025, which he stated directs agencies to rescind

guidance documents inconsistent with the principle that only properly promulgated rules carry legal effect. He argued that RLUAC's advisory letter, issued without notice and comment, does not carry the force of law and cannot serve as a legal basis for denial. He further stated that this position is consistent with federal executive policy, OMB guidance, and recent Supreme Court decisions limiting deference to agency interpretations.

Mr. Charleston concluded by stating that planning staff, out of an abundance of caution, followed the initial RLUAC recommendation. However, RLUAC has since clarified that its primary concern relates to flooding, not the APZ.

As there were no more speakers, Mr. Baker closed the public comment period.

Mr. Baker asked Mr. Charleston to confirm whether he had stated that planning staff gave preliminary approval prior to receiving the RLUAC letter.

Mr. Charleston responded affirmatively.

Mr. Baker asked Mr. Howard if he believed such preliminary approval would be against policy.

Mr. Howard responded that it was not. He explained that staff may provide preliminary comments indicating that a proposal appears consistent from a very high level viewpoint, but staff always makes clear that no final recommendation is made until the staff report is published. He stated that applications must still undergo review by DOT, DEQ, RLUAC, and other agencies. Staff typically meets approximately one week before publication of the report to finalize the recommendation after receiving all agency feedback.

Mr. Howard further explained that if concerns arise during the review window, staff notifies the applicant immediately. Staff may suggest that the applicant consider delaying the request or converting it to a conditional zoning request, though the applicant is not required to do so.

Mr. Mobley asked Mr. Howard to confirm that the RLUAC letter is non-binding. Mr. Howard stated that the letter is non-binding and does not carry the force of law. However, he noted that the Town of Spring Lake has historically given significant consideration towards RLUAC recommendations and that the Mayor currently serves as Chair of the RLUAC board.

Mr. Mobley asked why staff based its recommendation on the RLUAC letter if it is non-binding.

Mr. Howard stated that staff did not rely solely on the letter. He acknowledged that the applicable plans contain policies referencing RLUAC and their Joint Land Use Study. Staff is required to consider those policies when evaluating development proposals.

Mr. Howard explained that when staff receives correspondence from RLUAC shortly before the report deadline, they give it consideration and notify the applicant, encouraging

communication with RLUAC to determine whether adjustments or conditional zoning may resolve concerns. He reiterated that staff does not give RLUAC recommendations 100% weight. He also noted that land use plans themselves are non-binding.

Mr. Mobley repeated his question regarding whether the RLUAC letter was the sole basis for the staff recommendation.

Mr. Howard reiterated that staff relied on applicable policies, the recommendation letter, and the RLUAC correspondence.

Mr. Mobley asked which policies were referenced.

Mr. Howard displayed them on the monitor, noting three specific policies. He explained that the plan for the Fort Bragg Regional Land Use Study (2018) covers a multi-county region, including the Spring Lake area, and identifies constraints that must be considered during development review. These considerations include agency feedback and recommendations such as those provided by RLUAC.

Mr. Mobley asked whether the County or the Town of Spring Lake had adopted the referenced policies.

Mr. Howard responded that they had.

Ms. Lynd expressed concern regarding the wording of the staff recommendation. She stated that she did not believe staff could accurately conclude that the request was not in harmony with surrounding land use activities and zoning, noting that the entire corridor is commercial and therefore compatible. She mentioned she was inclined to approve the request as the concerns from RLUAC were addressed and adjusted in the recent correspondence.

Ms. Lynd motioned, seconded by Ms. McLaughlin, to recommend approval of the rezoning request from CD Conservancy District and C(P) Planned Commercial District to C(P) Planned Commercial District. The board finds that the request is consistent with the Spring Lake Area Land Use Plan which calls for "Commercial" at this location. The board also finds that the request is reasonable and in the public interest as it is compatible to and in harmony with the surrounding land use activities and zoning. Unanimous approval.

Mr. Baker noted that the final decision will be made by the town of spring lake commissioners meeting on June 8th, 2026.

X. PUBLIC HEARING ITEMS

SUBDIVISION WAIVERS

There were none.

XI. ITEMS OF BUSINESS

A. ELECTION OF OFFICERS

Mr. Howard asked the board to be prepared for elections of officers next month. He asked that interested parties send Chair, Vice Chair and Committee interest to Ms. McLaughlin, current moderator of the Nominations Committee ahead of the next meeting.

XII. DISCUSSION

XIII. ADJOURNMENT

There being no further business, the meeting adjourned at 8:00 pm.

ORDER DETAILS

Order Number: LWLM0523849
Order Status: Submitted
Classification: Govt Public Notices
Package: General Package
1 Affidavit: 5.00
Total payment: 152.56
Payment Type: Account Billed
User ID: L0012804
External User ID: 744350

ACCOUNT INFORMATION

Cumberland County Planning & Inspections
130 Gillespie ST AMANDA OZANICH
Fayetteville, NC 28301-5669
910-678-7600
aozanich@cumberlandcountync.gov
Cumberland County Planning & I
Contract ID:

TRANSACTION REPORT

Date: May 20, 2026 12:15:31 PM EDT
Amount: 152.56

ADDITIONAL OPTIONS

1 Affidavit

SCHEDULE FOR AD NUMBER LWLM05238490

May 29, 2026
Fayetteville Observer
June 5, 2026
Fayetteville Observer

PREVIEW FOR AD NUMBER LWLM05238490

Public Notice

The Town of Spring Lake Board of Commissioners will hold a public hearing on Monday, June 8, 2026, beginning at 6:00 P.M. or shortly thereafter, at the Spring Lake Town Hall, 300 Ruth Street, Spring Lake and will hear the following:

ZON-26-0023: Rezoning request from CD Conservancy Dist. and C(P) Planned Com. Dist. to C(P) Planned Com. Dist. or a more restrictive zoning dist. or four (4) parcels comprising a 4.02 +/- ac; west of N Bragg Blvd and 340 ft S. of W. Manchester Rd; y The Charleston Group and Tanner Postal Commercial Real Estate (Agents) on behalf of James and Pennapa Hinnant, Cynthia Goins Carter, and Martha Harkins (Owners).
May 29, June 5 2026
LWLM0523849

[Preview Your Ad](#)

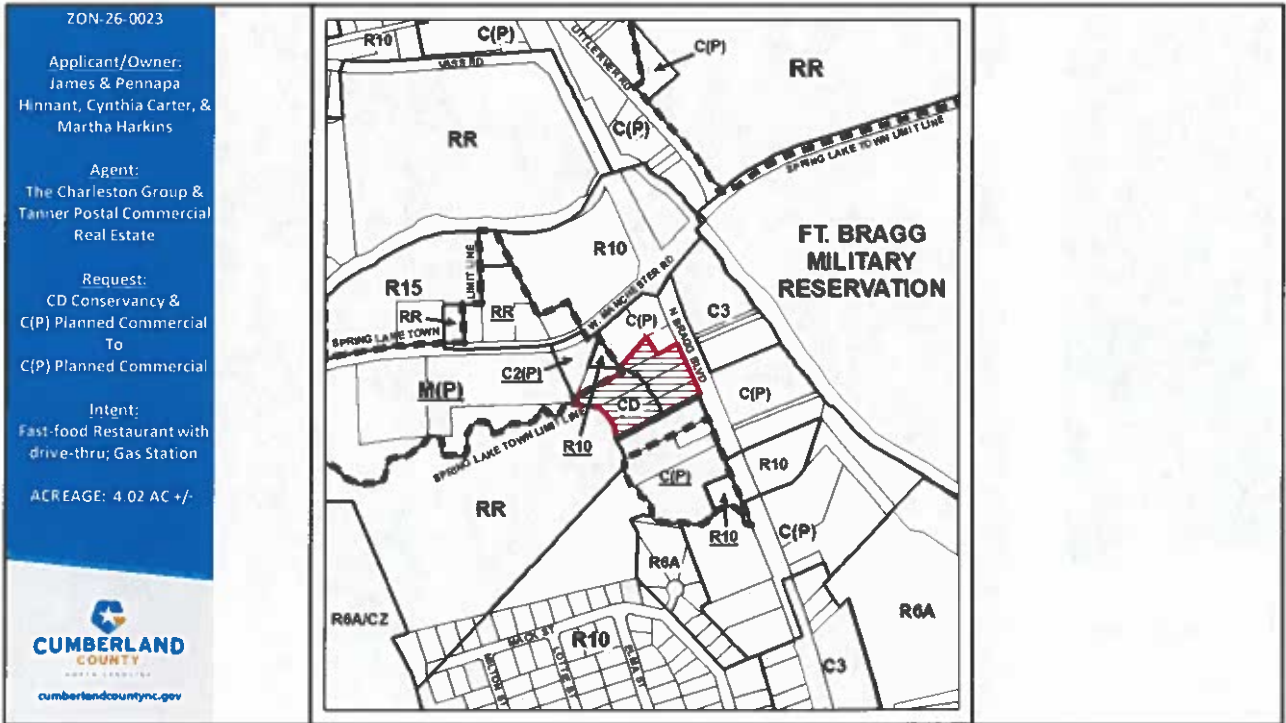
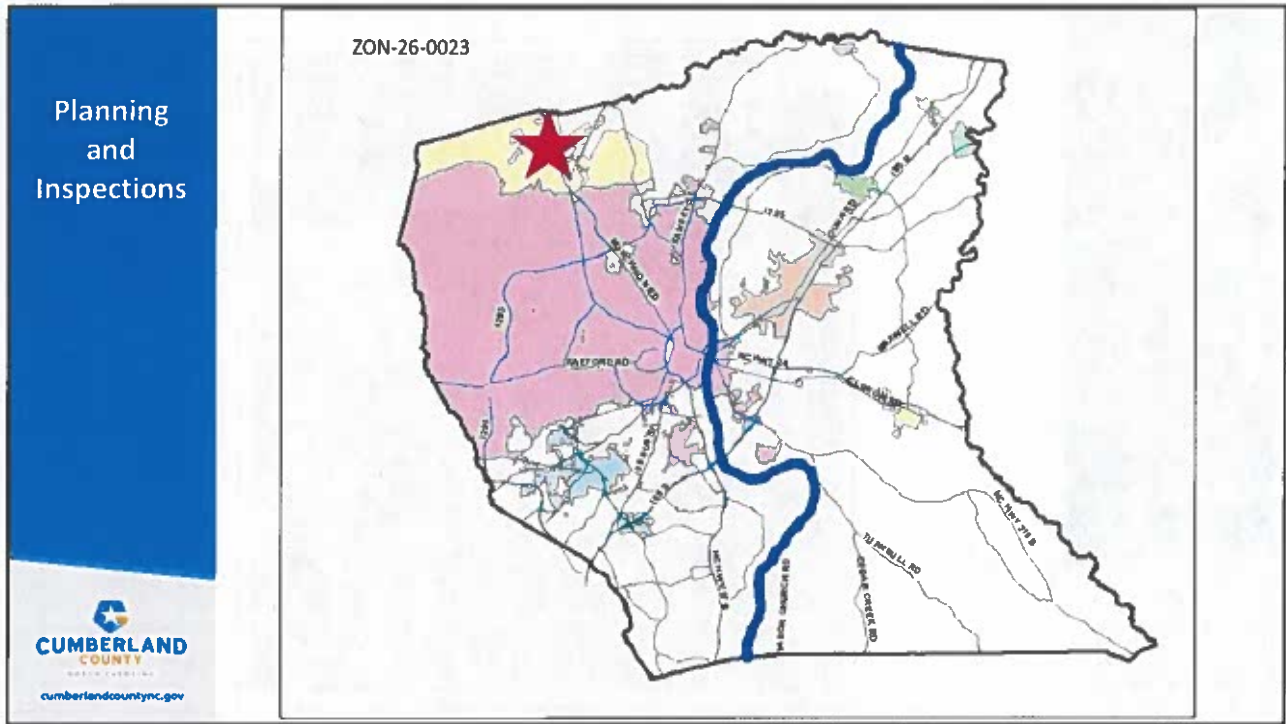
2026 5 20 12:15:31 PM EDT

PUBLIC NOTICE

The Town of Spring Lake Board of Commissioners will hold a public hearing on Monday, June 8, 2026, beginning at 6:00 P.M. or shortly thereafter, at the Spring Lake Town Hall, 300 Ruth Street, Spring Lake and will hear the following:

ZON-26-0023: Rezoning request from CD Conservancy Dist. and C(P) Planned Com. Dist. to C(P) Planned Com. Dist. or a more restrictive zoning dist. or four (4) parcels comprising a 4.02 +/- ac; west of N Bragg Blvd and 340 ft S. of W. Manchester Rd; y The Charleston Group and Tanner Postal Commercial Real Estate (Agents) on behalf of James and Pennapa Hinnant, Cynthia Goins Carter, and Martha Harkins (Owners).

Run Dates: May 29, 2026, and June 5, 2026



ZON 26 0023

SUBJECT PROPERTY:

-  Single-Family Residential
-  Manufactured Home
-  Industrial
-  Commercial

Mailing Radius: 600'



cumberlandcountync.gov



ZON-26-0023

Applicant/Owner:
James & Pennapa Hinnant, Cynthia Carter, & Martha Harkins

Agent:
The Charleston Group & Tanner Postal Commercial Real Estate

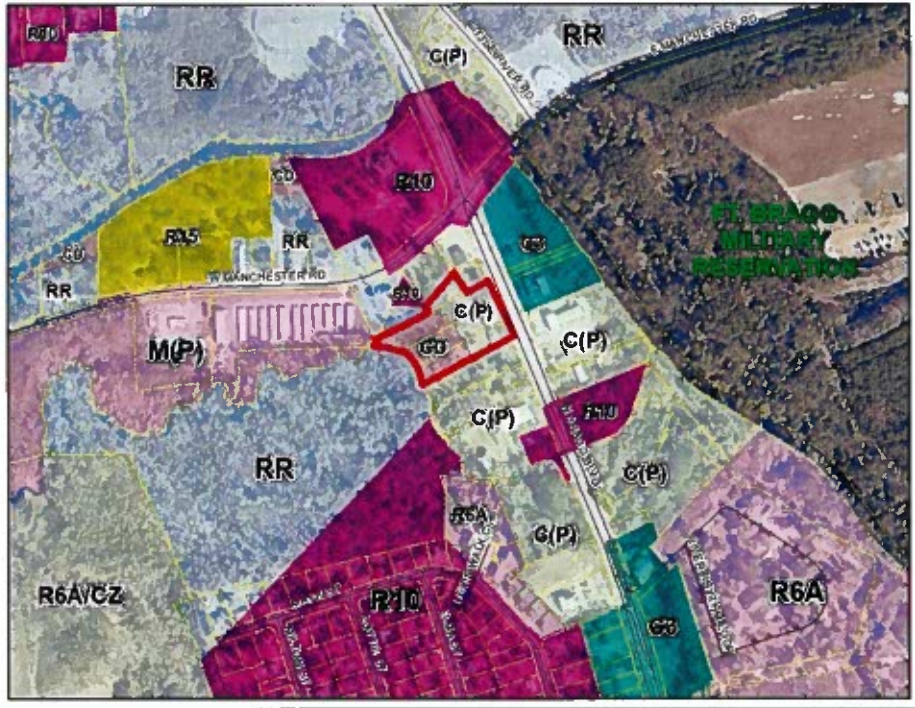
Request:
CD Conservancy & C(P) Planned Commercial To C(P) Planned Commercial

Intent:
Fast-food Restaurant with drive-thru; Gas Station

ACREAGE: 5.21 AC +/-



cumberlandcountync.gov



ZON-26 0023

Applicant/Owner:
James & Pennapa
Hinnant, Cynthia Carter, &
Martha Harkins

Agent:
The Charleston Group &
Tanner Postal Commercial
Real Estate

Request:
CD Conservancy &
C(P) Planned Commercial
To
C(P) Planned Commercial

Intent:
Fast-food Restaurant with
drive-thru; Gas Station

ACREAGE: 5.21 AC +/-



CUMBERLAND COUNTY
NORTH CAROLINA
cumberlandcountync.gov

ZON-26 0023


Applicant/Owner:
James & Pennapa
Hinnant, Cynthia Carter, &
Martha Harkins

Agent:
The Charleston Group &
Tanner Postal Commercial
Real Estate

Request:
CD Conservancy &
C(P) Planned Commercial
To
C(P) Planned Commercial

Intent:
Fast-food Restaurant with
drive-thru; Gas Station

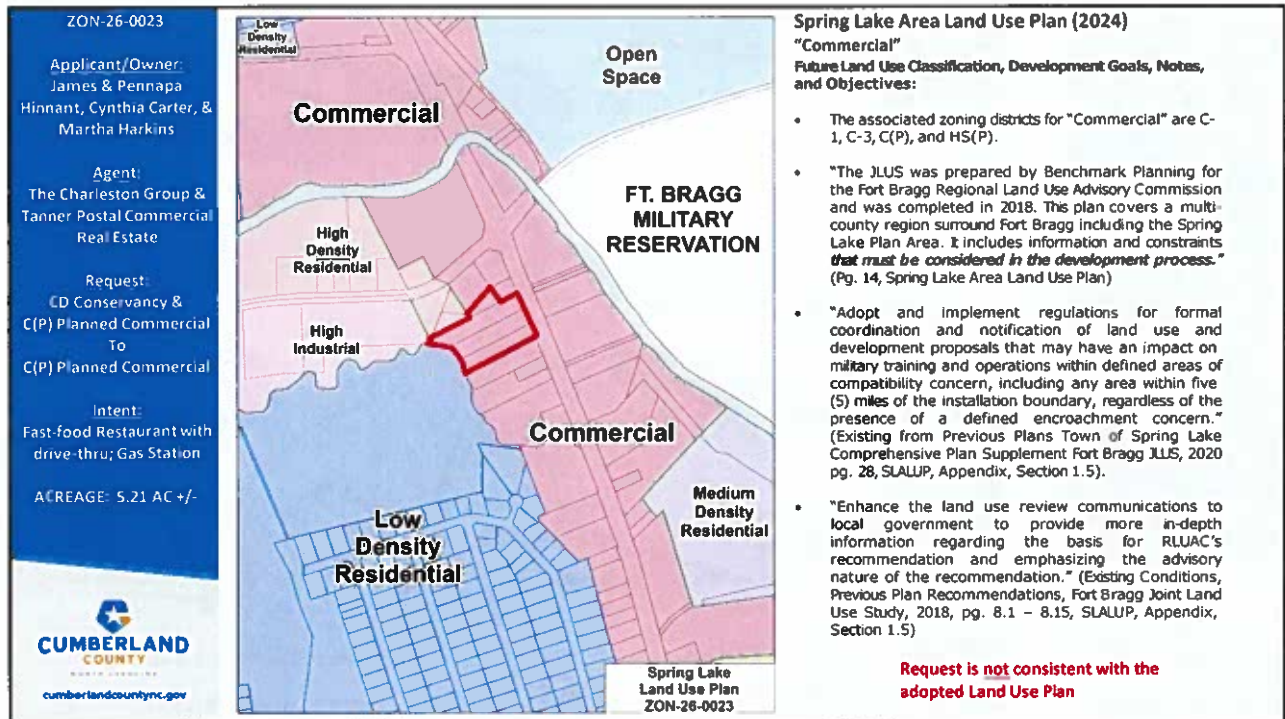
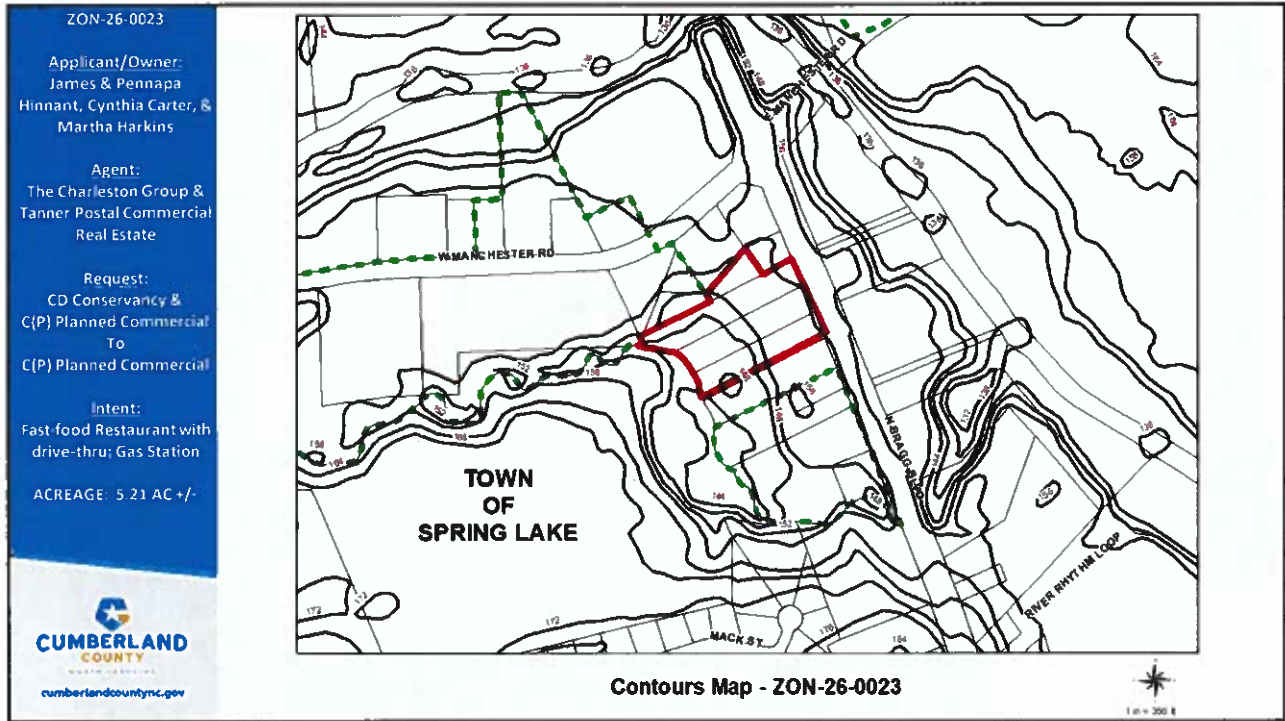
ACREAGE: 5.21 AC +/-

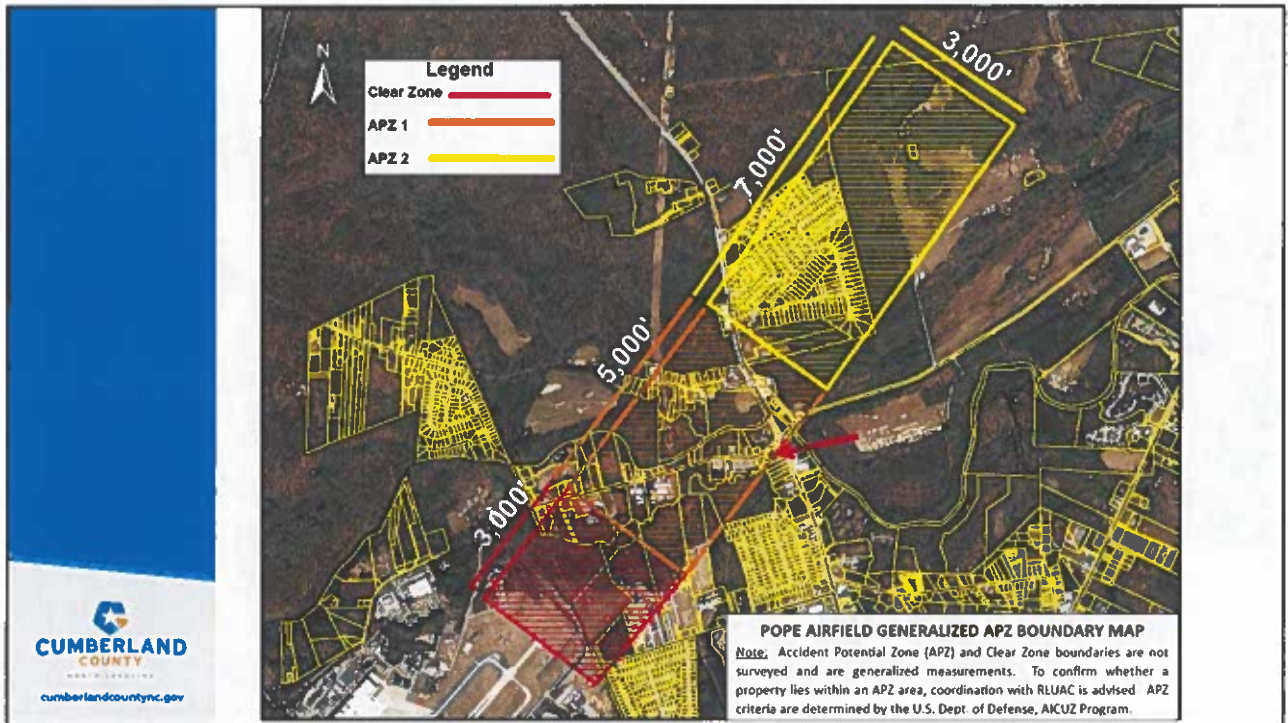
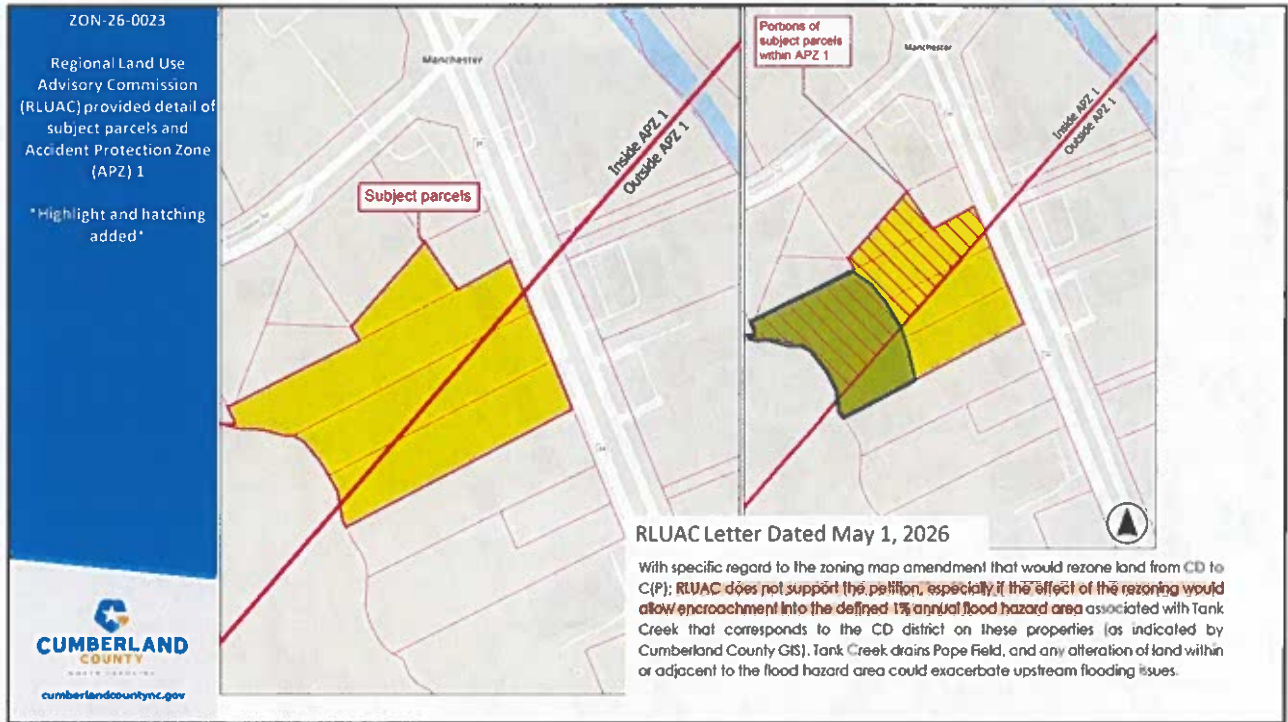


CUMBERLAND COUNTY
NORTH CAROLINA
cumberlandcountync.gov

A HYDRIC SOILS
B HYDRIC INCLUSION SOILS

WATER LINE
SEWER LINE





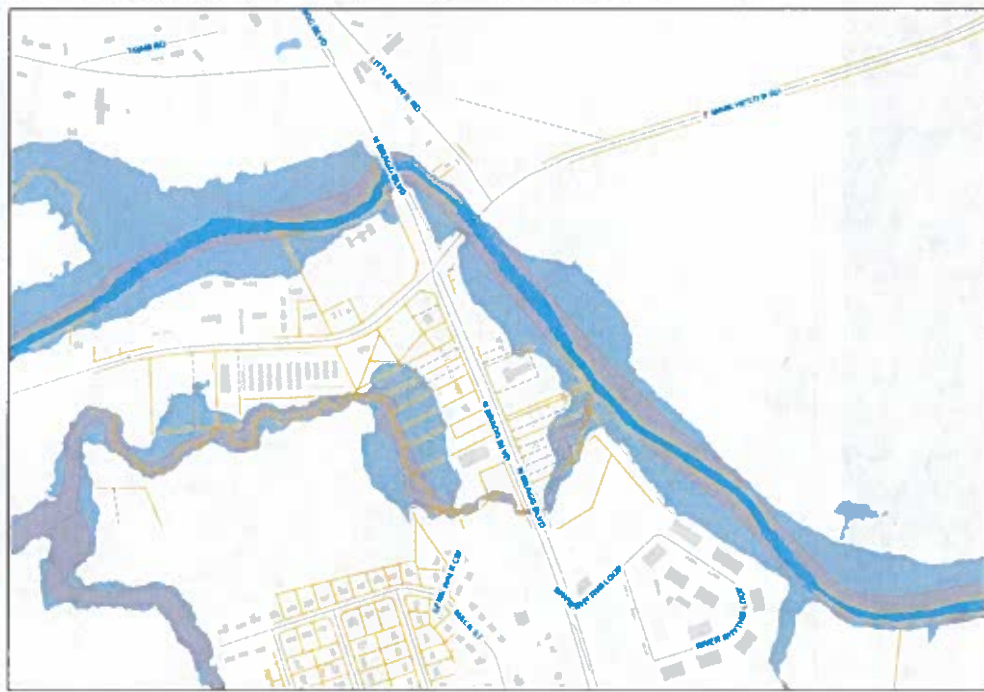


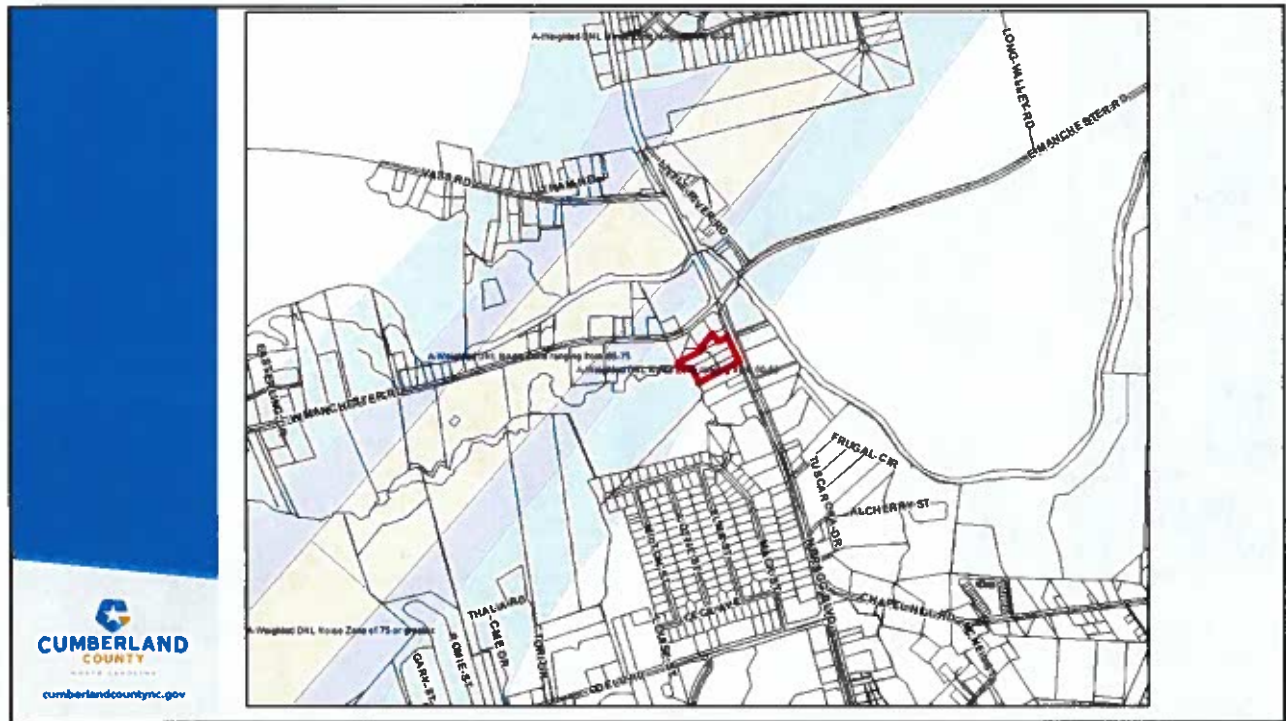
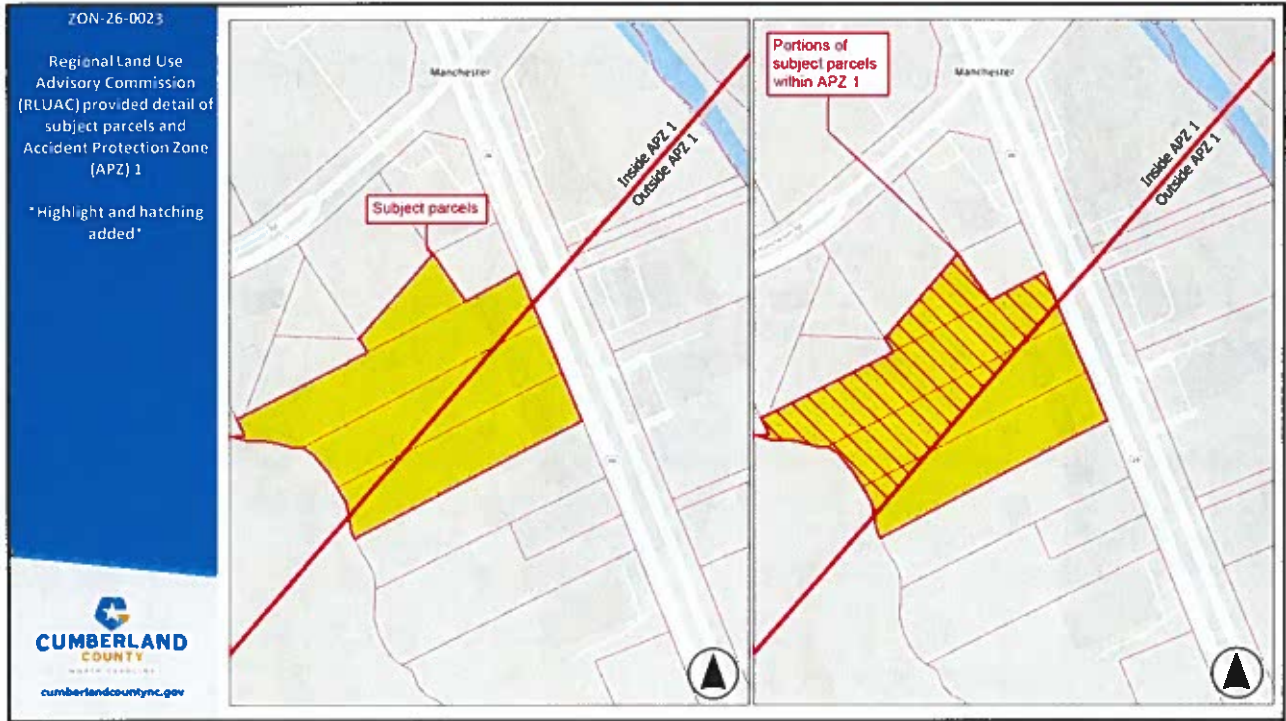


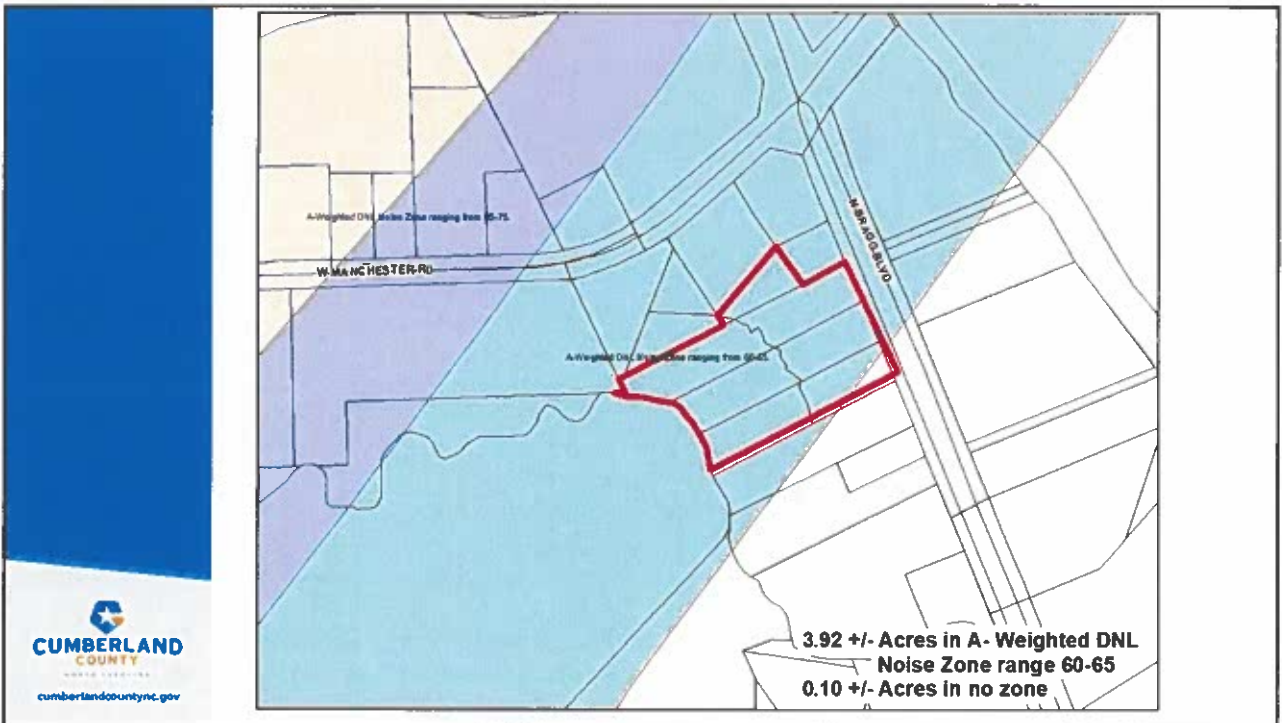
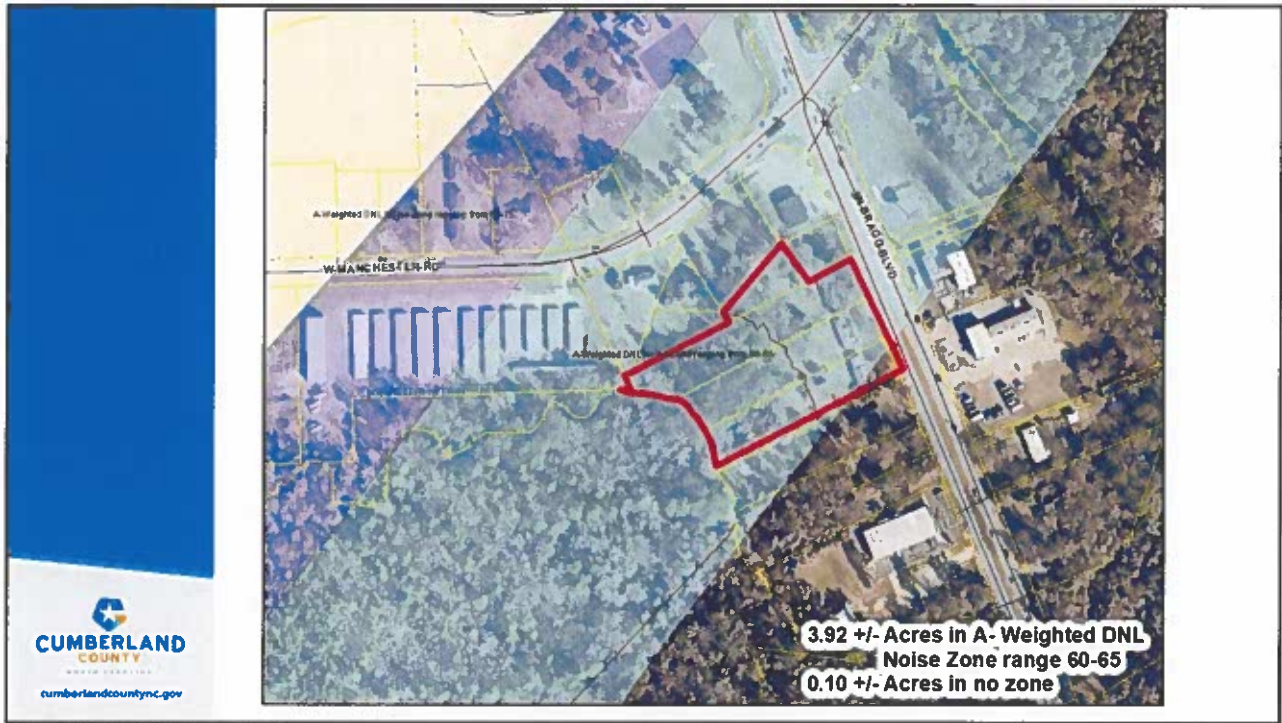
Floodway and 100 YR Flood Zone



Source: Cumberland County GIS









Board of Commissioners Agenda Cover Sheet

Meeting Date

June 8, 2026

Agenda Location

Public Hearings

Item Title

System Development Fees

Presenter

David Honeycutt, Principal, McGill Associates, PA

Summary/Description

The purpose of System Development Fees (SDFs) is to equitably recover a reasonable portion of the costs associated with expanding water and sewer systems to serve new development. SDFs are one-time charges assessed on new construction or new customers at the time a building permit is issued. These fees help fund or recoup the costs of infrastructure improvements – such as treatment facilities and distribution lines – required to accommodate growth, ensuring that new development pays its fair share rather than placing the financial burden on existing customers.

NCGS §162A-209 – 1. Post the analysis on the Town of Spring Lake website and allow for public comment for at least 45 days. 2. Hold a Public Hearing *after* the 45-day comment period ends. 3. Then adopt the SDF's by Ordinance.

45-day comment period was from Tuesday, March 10, 2026, through Friday, April 24, 2026, posted on the Town's website. There were no questions, comments, or concerns submitted. The Public Hearing notice was advertised in the *Fayetteville Observer* on Friday, May 29, 2026 and Friday, June 5, 2026. The Public Hearing will be held on Monday, June 8, 2026.

Requested Action

Other – Public Hearing

Funding Source (If Applicable):

N/A

Cost: N/A Yes No

Additional Documents to be Included in Agenda Packet

Draft Report – Spring Lake SDF Study – emailed

Copy of System Development Fees Public Hearing Notice Published in the *Fayetteville Observer*

Govt Public Notices

Originally published at fayobserver.com on 05/29/2026

PUBLIC HEARING NOTICE

TOWN OF SPRING LAKE

BOARD OF COMMISSIONERS

Notice is hereby given that the Board of Commissioners of the Town of Spring Lake will hold a Public Hearing on Monday, June 8, 2026, at 6:00 pm, or as soon thereafter as the matter may be heard, at Spring Lake Town Hall, 300 Ruth Street, Spring Lake, NC.

The purpose of the Public Hearing is to receive public comment and consider adoption of the System Development Fee Analysis prepared in accordance with Article 8 of Chapter 162A of the North Carolina General Statutes, relating to system development fees for the Town's water and/or sewer systems.

The System Development Fee Analysis has been available for public review and comment for the required statutory period. Copies of the analysis may be reviewed on the Town's website at www.townofspringlake.com and at Town Hall during normal business hours.

All interested persons are invited to attend and be heard.

Carly Autry, CMC, NCCMC

Town Clerk

May 29, June 5 2026

LWLM0501947

Clerk

From: Fayetteville Legals <legals@fayobserver.com>
Sent: Friday, April 24, 2026 9:28 AM
To: Clerk
Subject: EXTERNALOrder modified confirmation.

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

THANK YOU for your business.

This is your confirmation that your order has been changed to publish in the Public Notice/Classified section of the paper. Below are the details of your transaction. Please save this confirmation for your records.

We appreciate you using our online self-service ads portal, available 24/7. Please continue to visit Fayetteville Observer's online Classifieds [HERE](#) to place your legal notices in the future.

Deadlines vary by publication, changes and/or cancellations may not be honored due to deadline restrictions.

Job Details

Order Number:
LWLM0501947
External Number:
12261608
Classification:
Govt Public Notices
Package:
General Package
Additional Options:
1 Affidavit \$5.00
Total payment:
\$231.61

Account Details

Town Of Spring Lake
300 Ruth ST
Spring Lake, NC □ 28390-3725
910-605-1634
clerk@townofspringlake.com
Town Of Spring Lake

Schedule for ad number LWLM05019470

Fri May 29, 2026
Fayetteville Observer
All Zones
Fri Jun 5, 2026
Fayetteville Observer
All Zones



Board of Commissioners Agenda Cover Sheet

Meeting Date

June 8, 2026

Agenda Location

Public Hearings

Item Title

TOSL FY2026-2027 Budget

Presenter

Interim Town Manager Dennis English Jr.

Summary/Description

In accordance with North Carolina General Statutes and the Town of Spring Lake Code of Ordinances, Public Hearing Notice(s) are published in the *Fayetteville Observer* on the appropriate date for items requiring such notice. The Public Notice for the proposed FY26-27 budget was published on Tuesday, May 26, 2026. Adoption of the budget will take place at the next Board meeting on Monday, June, 2026.

Requested Action

Other – Public Hearing

Funding Source (If Applicable):

N/A

Cost: N/A Yes No

Additional Documents to be Included in Agenda Packet

Copy of FY26-27 Budget Public Hearing Notice Published in the *Fayetteville Observer*
Town of Spring Lake Budget Ordinance FY26-27

**TOWN OF SPRING LAKE
 PROPOSED BUDGET ORDINANCE
 FOR THE FISCAL YEAR ENDING JUNE 30, 2027
 PRESENTED FOR ADOPTION ON JUNE 22, 2026**

Department	Amount
GENERAL FUND EXPENDITURES	
GENERAL GOVERNMENT	
GOVERNING BODY	\$ 127,505
ADMINISTRATION	336,225
FINANCE	699,420
TAX COLLECTIONS	70,000
LEGAL	57,000
HUMAN RESOURCES	117,422
INFORMATION TECHNOLOGY / COMMUNICATIONS	191,380
PUBLIC BUILDINGS	497,092
PUBLIC SAFETY	
POLICE	3,471,616
FIRE DEPARTMENT	2,367,250
MANCHESTER FIRE DISTRICT	-
INSPECTIONS	287,830
TRANSPORTATION	
STREET DEPT	563,750
POWELL BILL	490,000
ECONOMIC DEVELOPMENT	
PLANNING	108,300
ECONOMIC DEVELOPMENT	300,000
CULTURAL AND RECREATION	
PARKS AND RECREATION	79,000
DEBT SERVICE	
PRINCIPAL	297,918
INTEREST	105,140
INTERFUND TRANSFERS	79,120
CONTINGENCY	-
Total General Fund Expenditures	<u>\$ 10,245,968</u>

Revenues	Amount
GENERAL FUND REVENUES	
AD-VALOREM TAXES	\$ 5,467,141
OTHER TAXES & LICENSES	38,100
UNRESTRICTED INTERGOVERNMENTAL REVENUES	
SALES TAX	2,032,000

BEER & WINE TAX	46,000
FRANCHISE TAX	506,000
RESTRICTED INTERGOVERNMENTAL REVENUES	
POWELL BILL REIMBURSEMENT	94,000
SOLID WASTE REIMBURSEMENT	-
FAY-CUMB ARTS COUNCIL GRANT	4,000
CONTROLLED SUBSTANCE TAX	1,000
MANCHESTER FIRE TAX	647,000
POWELL BILL	351,000
PERMITS, FEES, SALES AND SERVICES	
POLICE DEPARTMENT FEES	1,000
FIRE DEPARTMENT FEES	17,150
INSPECTION FEES	115,950
STREET DEPARTMENT FEES	8,105
PLANNING DEPARTMENT FEES	5,400
INVESTMENT EARNINGS	
INTEREST EARNED	130,000
INTEREST -POWELL BILL	45,000
MISCELLANEOUS REVENUES	13,122
OTHER FINANCING SOURCES	
INSTALLMENT PURCHASE PROCEEDS	-
INTERFUND TRANSFERS	460,000
FUND BALANCE APPROPRIATION	
FUND BALANCE APPROPRIATED	264,000
APPROP FB - POWELL BILL	-
Total General Fund Revenues	<u>\$ 10,245,968</u>

Department	Amount
CAPITAL RESERVE FUND EXPENDITURES	
INTERFUND TRANSFERS	\$ -
CONTINGENCY	144,800
Total Capital Reserve Fund Expenditures	<u>\$ 144,800</u>

Revenues	Amount
CAPITAL RESERVE FUND REVENUES	
INVESTMENT EARNINGS	\$ 4,800
OTHER FINANCING SOURCES	
INTERFUND TRANSFERS	140,000
Total Capital Reserve Fund Revenues	<u>\$ 144,800</u>

Department	Amount
-------------------	---------------

WATER AND SEWER EXPENDITURES	
REVENUE COLLECTION DIVISION	\$ 485,911
REVENUE BILLING DIVISION	579,193
PURCHASE OF WATER	2,016,000
WATER & SEWER OPERATIONS	1,638,472
WASTE WATER TREATMENT PLANT	600,790
DEBT SERVICE	
PRINCIPAL	212,655
INTEREST	48,754
INTERFUND TRANSFERS	331,000
CONTINGENCY	-
Total Water and Sewer Fund Expenditures	<u>\$ 5,912,775</u>

Revenues	Amount
-----------------	---------------

WATER AND SEWER REVENUES	
OPERATING REVENUES - WATER	\$ 3,034,900
OPERATING REVENUES - SEWER	2,617,600
NON-OPERATING REVENUES	
INVESTMENT EARNINGS	250,000
Total Water and Sewer Fund Revenues	<u>\$ 5,912,775</u>

Department	Amount
-------------------	---------------

STORM WATER FUND EXPENDITURES	
STORM WATER	\$ 482,170
INTERFUND TRANSFERS	45,000
Total Storm Water Fund Expenditures	<u>\$ 527,170</u>

Revenues	Amount
-----------------	---------------

STORM WATER FUND REVENUES	
OPERATING REVENUES - STORM WATER FEES	\$ 480,000
NON-OPERATING REVENUES	
INVESTMENT EARNINGS	47,170
FUND BALANCE APPROPRIATION	-
Total Storm Water Fund Revenues	<u>\$ 527,170</u>

Department	Amount
-------------------	---------------

SANITATION FUND EXPENDITURES

SANITATION	\$	268,468
CONTRACTED SERVICES TRASH COLLECTION		438,000
INTERFUND TRANSFERS		224,000
CONTINGENCY		-

Total Sanitation Fund Expenditures	\$	930,468
---	-----------	----------------

Revenues	Amount
-----------------	---------------

SANITATION FUND REVENUES		
OPERATING REVENUES -SOLID WASTE FEES	\$	897,428
NON-OPERATING REVENUES		
INVESTMENT EARNINGS		33,040

Total Sanitation Fund Revenues	\$	930,468
---------------------------------------	-----------	----------------

Department	Amount
-------------------	---------------

POSTRETIREMENT INSURANCE FUND (OPEB) EXPENDITURES		
RETIREE INSURANCE PREMIUMS	\$	82,000

Total OPEB Fund Expenditures	\$	82,000
-------------------------------------	-----------	---------------

Revenues	Amount
-----------------	---------------

POSTRETIREMENT INSURANCE FUND (OPEB) REVENUES		
MISCELLANEOUS REVENUES		
EMPLOYEE CONTRIBUTIONS	\$	2,880
OTHER FINANCING SOURCES		
INTERFUND TRANSFERS		79,120

Total OPEB Fund Revenues	\$	82,000
---------------------------------	-----------	---------------

Department	Amount
-------------------	---------------

SPRING LAKE PROPERTY ACQUISITION EXPENDITURES		
SPRING LAKE PROPERTY ACQUISITIONS	\$	26,200
INTERFUND TRANSFERS		763,800

Total Sanitation Fund Expenditures	\$	790,000
---	-----------	----------------

Revenues	Amount
-----------------	---------------

SPRING LAKE PROPERTY ACQUISITION REVENUES		
OTHER FINANCING SOURCES		
SALE OF CAPITAL ASSETS - LAND	\$	790,000

TRANSFER FROM GENERAL FUND
Total Storm Water Fund Revenues

-
\$ 790,000

Govt Public Notices

Originally published at fayobserver.com on 05/26/2026

Public Notice

Town of Spring Lake

Proposed 2026-2027 Budget

The proposed 2026-2027 budget for the Town of Spring Lake has been presented to the Spring Lake Governing Board and is available for public inspection in the Spring Lake Municipal Building at 300 Ruth Street, Spring Lake, NC, in the office of the Town Clerk from 8 am to 5 pm Monday through Friday.

The Spring Lake Board of Commissioners will hold a Public Hearing on the proposed budget on Monday, June 8, 2026, at 6 pm at the Spring Lake Municipal Building, 300 Ruth Street, Spring Lake, NC, for the purpose of receiving comments on the proposed budget. Persons wishing to be heard are invited to make written or oral comments.

Carly Autry, CMC, NCCMC

Town Clerk

May 26 2026

LWLM0522748

Clerk

From: Fayetteville Legals <legals@fayobserver.com>
Sent: Tuesday, May 19, 2026 8:54 AM
To: Clerk
Subject: EXTERNALThank you for placing your order with us.

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

THANK YOU for your ad submission!

This is your confirmation that your order has been submitted to publish in the Public Notice/Classified section of the paper. Below are the details of your transaction. Please save this confirmation for your records.

We appreciate you using our online self-service ads portal, available 24/7. Please continue to visit Fayetteville Observer's online Classifieds [HERE](#) to place your legal notices in the future.

Deadlines vary by publication, changes and/or cancellations may not be honored due to deadline restrictions.

Job Details

Order Number:
LWLM0522748
Classification:
Govt Public Notices
Package:
General Package
Additional Options:
1 Affidavit \$5.00
Total payment:
\$112.91

Account Details

Town Of Spring Lake
300 Ruth ST
Spring Lake, NC □ 28390-3725
910-605-1634
clerk@townofspringlake.com
Town Of Spring Lake

Schedule for ad number LWLM05227480

Tue May 26, 2026
Fayetteville Observer
All Zones



Board of Commissioners Agenda Cover Sheet

Meeting Date

June 8, 2026

Agenda Location

Old Business

Item Title

Discussion Regarding Draft Policy 43. Cellular Phones for Elected Officials

Presenter

Mayor Kia Anthony

Summary/Description

Requested to bring back before the Board:

Discussion of adopting Policy No. 43. Cellular Phones for Elected Officials. The proposed policy establishes guidelines for the issuance, use, and administration of cellular phones for members of the Board, including the option of a Town-issued cellular phone or a monthly cellular phone allowance. The policy outlines eligibility, approval procedures, public records and Open Meetings compliance requirements, prohibited uses, and the return of Town-owned equipment upon separation from office. A corresponding Cellular Phone Request Form is included to document each elected official's selected option.

Requested Action

Other - Discussion & Possible Action

Funding Source (If Applicable):

N/A

Cost: N/A Yes No

Additional Documents to be Included in Agenda Packet

Draft Policy 43. Cellular Phones for Elected Officials

Town of Spring Lake	ADMINISTRATIVE & FINANCIAL POLICIES		SUBJECT: CELLULAR PHONES FOR ELECTED OFFICIALS	
	Number 43	Revisions 0	Board Approval Date	
North Carolina	Supersedes	Effective Date		Page 1 of 6

43.0 PURPOSE

The purpose of this policy is to establish guidelines governing the issuance, use, and administration of cellular telephones and/or cellular phone allowances for members of the Town of Spring Lake Board of Commissioners. Cellular telephones are intended to support elected officials in conducting Town business, communicating with constituents, and responding to matters requiring timely attention.

This policy is intended to ensure accountability, transparency, and compliance with applicable laws and Town policies, including North Carolina public records laws.

43.1 SAFETY

Members of the Board of Commissioners shall exercise caution when using cellular phones while operating a motor vehicle. Commissioners are strongly discouraged from using handheld cellular devices while driving and should comply with all applicable state laws regarding distracted driving.

Board members are encouraged to pull safely off the roadway before placing or accepting calls whenever practical. Under no circumstances should a Board member place themselves or others at risk while conducting Town business.

43.2 POLICY OPTIONS

Eligible members of the Board of Commissioners may be provided one of the following options, subject to approval by the Board of Commissioners through the annual budget process or other Board action.

43.2.1 Option 1 – Town-Issued Cellular Phone – A Board member may be issued a Town-owned cellular phone and service plan for official Town business. The cellular phone issued under this policy shall remain the property of the Town of Spring Lake.

The device is intended primarily for Town business; however, incidental personal use is permitted provided such use does not result in additional cost to the Town or interfere with official business.

All text messages, emails, photographs, voicemails, and other communications related to Town business may constitute public records under North Carolina law and shall be retained and produced in accordance with applicable records retention requirements.

43.2.2 Option 2 – Cellular Phone Allowance – A Board member may elect to use a personally owned cellular phone for Town business and receive a monthly cellular phone allowance to offset the cost of service.

The Board member shall maintain the cellular phone account in their individual name and shall be responsible for all service agreements, charges, and device maintenance.

Receipt of a cellular phone allowance does not exempt Town-related communications from North Carolina public records laws.

43.3 ELIGIBILITY

Members of the Board of Commissioners, including the Mayor, may be eligible for either a Town-issued cellular phone or a cellular phone allowance due to the nature of their elected duties, including:

1. Communicating with constituents, governmental agencies, and regional partners;
2. Receiving time-sensitive or emergency-related communications;
3. Conducting Town business outside of regular meeting hours; and
4. Maintaining accessibility in connection with official municipal responsibilities.

Participation in this policy shall be voluntary unless otherwise directed by the Board of Commissioners.

43.4 APPROVAL PROCESS

The Board of Commissioners shall authorize funding for Town-issued cellular phones and/or cellular phone allowances through the adopted annual budget or subsequent Board action.

Each Board member may elect either:

- A Town-issued cellular phone; or
- A cellular phone allowance.

The Town Clerk and Finance Department shall maintain documentation regarding each Board member's selected option.

43.5 MONTHLY ALLOWANCE

If the Board authorizes a cellular phone allowance, the amount shall be established by the Board of Commissioners through the annual budget ordinance or separate Board action.

The allowance shall be paid monthly and shall be subject to applicable payroll taxes and reporting requirements in accordance with IRS regulations.

43.6 PUBLIC RECORDS AND USE REQUIREMENTS

43.6.1 Public Records Compliance – Board members shall comply with all applicable North Carolina public records laws regarding communications related to Town business conducted on either Town-issued or personal devices.

Town-related communications may include, but are not limited to:

- Text messages;
- Emails;
- Voicemails;
- Photographs;
- Videos; and
- Messaging applications used for Town business.

Board members are encouraged to maintain Town-related communications separately from personal communications whenever possible.

43.6.2 Prohibited Uses – Town-issued cellular phones shall not be used for:

- Illegal activities;
- Political campaign activities;
- Personal commercial purposes;
- Excessive personal use; or
- Any activity prohibited by Town policy or state/federal law.

43.6.3 Open Meetings Compliance – Board members shall avoid using cellular devices during meetings in any manner that could violate North Carolina Open Meetings laws, including engaging in serial communications or deliberations outside a properly noticed meeting.

43.7 RETURN OF TOWN PROPERTY

Upon separation from office or discontinuation of participation in this policy, any Town-issued cellular phone, accessories, and related equipment shall be returned to the Town within a reasonable timeframe as determined by the Town Manager or Finance Director.

Failure to return Town-owned equipment may result in reimbursement obligations for the replacement cost of the device.

43.8 ADMINISTRATION

The Town Manager, Finance Director, and Town Clerk are authorized to administer this policy, including coordinating device issuance, maintaining records, and ensuring compliance with applicable laws and Town procedures.

43.9 EFFECTIVE DATE

This policy shall become effective upon adoption by the Town of Spring Lake Board of Commissioners.

Approved:

Mayor

Date

ATTEST

Town Clerk

Date

DRAFT

**TOWN OF SPRING LAKE BOARD OF COMMISSIONERS
CELLULAR PHONE REQUEST FORM**

BOARD MEMBER INFORMATION

Name: _____

Position: Mayor Mayor Pro Tem Commissioner

Phone Number: _____

Email Address: _____

REQUEST CERTIFICATION

By signing below, I certify that I have read and understand the Town of Spring Lake Board of Commissioners Cellular Phone Policy and agree to comply with all applicable requirements, including public records retention and Open Meetings laws.

I further certify that any Town-issued device or cellular phone allowance will be used primarily for official Town business.

Board Member Signature: _____

Date: _____

REQUESTED OPTION

Please select one:

Option 1 – Town-Issued Cellular Phone

(Board member will receive a Town-owned cellular device and service plan.)

Option 2 – Cellular Phone Allowance

(Board member will use a personally owned device for Town business and receive an approved monthly allowance.)

ALLOWANCE AMOUNT (IF APPLICABLE)

Amount established by Board-approved budget or policy.

Monthly Allowance Amount: \$ _____

ADMINISTRATIVE USE ONLY

Date Request Received: _____

Option:

- Town-Issued Cellular Phone
- Cellular Phone Allowance

Town Clerk Signature: _____

Date: _____

Finance Director Signature: _____

Date: _____

Town Manager Signature: _____

Date: _____

DRAFT



Board of Commissioners Agenda Cover Sheet

Meeting Date

June 8, 2026

Agenda Location

Old Business

Item Title

Consideration of Next Steps in the Town Manager Recruitment Process

Presenter

Commissioner Jackie Jackson

Summary/Description

To discuss and provide direction regarding the next steps in the recruitment process for the Town Manager position, to include any actions necessary to advance the hiring process.

Requested Action

Other – Discussion and Possible Action

Funding Source (If Applicable):

N/A

Cost: N/A Yes No

Additional Documents to be Included in Agenda Packet

N/A



Board of Commissioners Agenda Cover Sheet

Meeting Date

June 8, 2026

Agenda Location

Old Business

Item Title

Discussion Regarding Draft Interlocal PWC Agreement

Presenter

Interim Town Manager Dennis English Jr.

Summary/Description

Discussion regarding the consideration of approval of an Intergovernmental Water Services Agreement between the Town of Spring Lake and the Fayetteville Public Works Commission (PWC). The proposed agreement establishes the terms and conditions for the Town's purchase of wholesale water from PWC, including minimum and maximum usage requirements, water delivery standards, billing and rate provisions, emergency water supply procedures, maintenance responsibilities, and future capacity expansion requirements. The agreement provides for an initial five-year term with an automatic five-year renewal and establishes a minimum monthly purchase commitment of 15 million gallons, a standard monthly capacity of up to 28 million gallons, and a maximum daily usage of two (2) million gallons. The agreement also outlines procedures for rate adjustments, system maintenance, emergency operations, and termination. Staff recommends approval of the agreement and authorization for the Mayor to execute the agreement on behalf of the Town.

Requested Action

Other - Discussion

Funding Source (If Applicable):

N/A

Cost: N/A Yes No

Additional Documents to be Included in Agenda Packet

Draft Interlocal PWC Agreement

STATE OF NORTH CAROLINA)
COUNTY OF CUMBERLAND)

**INTERGOVERNMENTAL
WATER SERVICES AGREEMENT**

This AGREEMENT is made and entered into as of the Effective Date (as hereinafter defined) by and between the **FAYETTEVILLE PUBLIC WORKS COMMISSION**, a North Carolina public authority (hereinafter called the "Seller"), and the **Town of Spring Lake** (hereinafter called the "Purchaser"), a municipal corporation of the State of North Carolina. The Seller and the Purchaser are each a "party" to this Agreement, and the two of them are the "parties" to this Agreement.

WITNESSETH:

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

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

WHEREAS, the parties wish to enter into a mutually advantageous agreement, whereby the Purchaser will purchase from the Seller up to two million (2,000,000) gallons per day (hereinafter, "Maximum Daily Usage") of water, and will pay for it at Seller's wholesale water rates in effect at the time the water is delivered to Purchaser ("Wholesale Rate"), as periodically updated.

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

I. Representations and Warranties.

- (a) Purchaser is a political subdivision of the State of North Carolina and a municipal corporation. Those signing on behalf of the Purchaser have been authorized by the Board of Commissioners of the Town of Spring Lake to execute this Agreement on behalf of the Purchaser.
- (b) The Seller is a public authority, organized under the laws of the State of North Carolina and a commission of the City of Fayetteville, North Carolina. Those signing on behalf of the Seller have been duly authorized to execute this Agreement on behalf of the Seller.
- (c) The Purchaser is unaware of any judgment, order, court ruling, contract, or instrument that would be violated by the Purchaser entering into this Agreement. The Purchaser is unaware of any pending or threatened litigation against it that would impair its ability to perform its duties and obligations under this Agreement.

II. Quantity of Water Purchased.

- (a) The Purchaser may use and purchase monthly up to twenty-eight million (28,000,000) gallons of the Seller's water (hereinafter, the "Maximum Monthly Usage Rate"). The

Purchaser shall not be permitted to purchase more than two million (2,000,000) gallons per day in any twenty-four (24) hour period (hereinafter the "Maximum Daily Usage Rate"). Regardless of how much water the Purchaser actually uses, the Purchaser will be charged at a monthly minimum of fifteen million (15,000,000) gallons each month during the term of this Agreement.

- (b) In the event the Purchaser's monthly purchase of water under this Agreement exceeds twenty-eight million (28,000,000) gallons in any billing month, the Purchaser shall pay all applicable fees and charges in accordance with the Seller's then-current rate schedules. In addition, the Purchaser shall pay a one-time Reserve Capacity Fee ("RCF") for each increment of three million (3,000,000) gallons of additional capacity reserved or utilized above twenty-eight million (28,000,000) gallons per month, up to the Maximum Monthly Usage Rate of forty million (40,000,000) gallons.

In the event the Purchaser's purchase of water under this Agreement in any month exceeds forty million (40,000,000) gallons, the cost to the Purchaser shall be two and a half (2 ½) times the then current rate per gallon.

- (c) The meter at the Metered Point (as defined below) will be read approximately every thirty (30) days by the Seller for the purpose of calculating its invoices to the Purchaser.
- (d) The Purchaser may read the meter as often as it chooses for purposes of setting a flow rate. The Purchaser may adjust its consumption in order to achieve its desired daily flow rate as long as the Purchaser complies with the Maximum Monthly Usage Rate and the Maximum Daily Usage Rate imposed by Section II(a) of this Agreement. The Purchaser shall provide a forecast of future water demand and shall update said forecast on an annual basis, said date to be established by the Seller.
- (e) Notwithstanding any other provision of this Agreement to the contrary, the Purchaser shall be temporarily relieved of its obligation to purchase water, and the Seller may not supply the Purchaser water, during any time period when the Seller lacks sufficient water to meet all of its customers' demands because of circumstances beyond the Seller's control (which may include, but are not limited to, a drought, but which do not include the Seller agreeing to serve new customers when it lacks sufficient water capacity to fully serve both those new customers and the Purchaser). In that event, the Seller's Water Conservation Plan shall apply.

III. Point of Delivery.

The Seller agrees to deliver water to the Purchaser at a metered point ("Metered Point"), which the Seller has installed, and is located southeast of 600 South Bragg Boulevard. The Purchaser may connect one or more water lines to the Metered Point, on the Purchaser's side of the Metered Point. Any replacement or other meters subsequently needed at the Metered Point shall, similarly, be installed by the Seller and paid for by the Purchaser. The Seller shall routinely inspect, test, and maintain meter regardless of any suspected irregularities, and the Seller shall repair or replace meter if suspected irregularities are

confirmed. The Purchaser hereby acknowledges and agrees that the Seller shall have the right to enter the Purchaser's property, with prior written notice, when practical, to the Purchaser, to install, inspect, test, maintain, repair, and replace the meters at the Metered Point.

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

IV. Water Lines and Backflow Prevention Devices.

- (a) The Purchaser shall install an appropriate backflow prevention device at the Metered Point, and that device must satisfy the Seller's standard specifications for lines and devices connected to the Seller's water system, and all applicable state and local laws, rules, and regulations. The Purchaser shall inspect and test its backflow prevention device or cause it to be inspected, at least once per year but in any event as required by applicable ordinance(s). The Seller also reserves the right to reasonably inspect and test the backflow prevention device but shall have no obligation to do so. The testing results and records shall be shared between the parties. In the event that a backflow prevention device malfunctions or fails, the Purchaser will recalibrate, repair, or replace the backflow prevention device and upgrade the vault in which it sits, as the Seller directs and in accord with the Seller's standards and specifications in effect at the time. The Seller shall not be responsible for the inspection, testing, upkeep, maintenance, recalibration, repair, or replacement of any backflow prevention device that the Purchaser installs at the Metered Point or the upgrade of any vault. The costs of any inspections, tests, upkeep, maintenance, recalibrations, repairs, replacements and/or upgrades of those devices shall be paid for by the Purchaser. The Seller shall not be required to provide to the Purchaser more than the Maximum Daily Usage Rate or the Maximum Monthly Usage Rate, as provided for in Subsections II(a) and Section V of this Agreement, even if the Purchaser experiences water loss due to repair problems associated with the backflow prevention device at the Metered Point.
- (b) As demand from the Purchaser increases, additional supply lines from the Seller's existing distribution system to the Metered Point may be required. The Seller may elect to design and construct the additional supply lines or to require that the Purchaser do so, at the Purchaser's sole cost and expense. The Purchaser will acquire in the name of the City of Fayetteville, North Carolina, by and through the Fayetteville Public Works Commission, and pay all the costs to acquire, any and all real property interests necessary, if any, to construct the additional supply lines, whether they are constructed by the Seller or the Purchaser. The real property must be deeded to the City of Fayetteville, North Carolina, by and through the Fayetteville Public Works Commission, at least thirty (30) days before a contract for construction is awarded. If the Seller designs and constructs the additional supply lines, then the Purchaser shall reimburse the Seller the amounts of the winning design proposal and construction bid, at least thirty (30) calendar days prior to the award of the contracts for each. Both parties, however, acknowledge that any such advance is an estimated cost, and subject to adjustment. Final billing shall be based upon, and the Purchaser shall pay to the Seller, the Seller's actual cost for design and construction. If the

amount the Purchaser shall have already paid is less than the Seller's actual cost, then the Purchaser shall remit to the Seller reimbursement for the additional cost within sixty (60) days after the date of an invoice from the Seller to the Purchaser therefor. If the Purchaser does not pay said invoice within sixty (60) days of the date of invoice, then the Seller shall charge a late payment penalty and interest, at the maximum amount authorized by applicable law, on any unpaid balance due. Once the Seller completes construction of the supply lines, the Seller will return to the Purchaser any overpayment by the Purchaser.

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

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

- (c) Except as otherwise expressly specified herein, nothing in this Agreement shall grant to the Seller any ownership rights in the Purchaser's water lines or equipment downstream of the Metered Point or in any other water lines or equipment of the Purchaser. The preceding sentence shall not apply to supply lines, which shall become the property of the Seller, upon satisfactory completion of construction, in accordance with the terms of the relevant Application and Conveyance Agreement, and acceptance of the lines by the Seller.

V. Flow Rate.

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

The Purchaser may, from time to time, need to take its elevated storage tank out of service for maintenance or other needs. The Purchaser will give the Seller reasonable notice, but, in any case, a minimum of two weeks' notice, prior to taking its tank out of service, and the Seller shall work with the Purchaser to maintain reasonable service to the Purchaser's customers during the time that the Purchaser's tank is out of service.

VI. Compliance with Applicable Law.

- (a) Each party's performance under this Agreement is subject to such federal, state, and local

laws and regulations as may be applicable, and the Seller and the Purchaser will collaborate in obtaining any necessary permits or certificates as may be required to comply with those legal requirements. If, after the date of this Agreement's execution, any changes occur in applicable federal, state, or local laws or regulations, the provisions of this Agreement will be deemed automatically amended to comply therewith, without the need for any action on the part of either party, provided that, if any such change materially and adversely impacts the right of a party hereunder, said party may terminate the Agreement by giving the other party 12 (twelve) months' prior written notice.

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

VII. Records.

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

VIII. Term and Termination.

- (a) This Agreement shall begin on the date that it has been signed by both parties (the "Effective Date"). The initial term of the Agreement will be five (5) years from the Effective Date (the "Initial Term"). Upon expiration of the Initial Term, this Agreement shall automatically renew for one (1) additional five (5) year term (the "Renewal Term"), unless earlier terminated in accordance with this Agreement.
- (b) If the Seller contends that the Purchaser has breached a material term of this Agreement other than non-payment of an invoice, the remedy for which is addressed in Subsection IX(b), below, the Seller shall provide written notice to the Purchaser detailing the breach, and the Purchaser shall have thirty (30) calendar days from the date of the notice to cure that breach (or, if the breach cannot reasonably be cured within 30 calendar days, to make reasonable efforts to begin curing the breach and to continue diligently working to cure the breach after the thirty (30) days have ended, until the breach is cured, provided that the breach must, in any event, and nothing else to the contrary withstanding, be cured within ninety (90) calendar days of the date of the Seller's notice to the Purchaser of the breach).
- (c) If the Purchaser does not cure the breach or make reasonable efforts to begin curing the breach, as applicable, within the specified time periods, or, if the Purchaser does not, thereafter, continue to diligently pursue a remedy of the breach, all as the Seller, in its sole and absolute discretion, shall determine, the Seller may either terminate this Agreement, with thirty (30) calendar days' prior, written notice, or suspend this Agreement for as long as the breach remains uncured, as the Seller, again, in its sole and absolute discretion, shall determine.

- (d) If this Agreement is suspended, the Purchaser may, at any time before the Seller provides written notice of termination, per Subsection IX(c), below, reinstate this Agreement upon curing the breach, at which time the Agreement shall be deemed reinstated.
- (e) If the Purchaser breaches any material provision of this Agreement, the Seller may terminate the Agreement, as specified above. If the Seller wishes to terminate this Agreement, without cause at any time during the Initial Term or the Renewal Term, the Seller must provide twenty-four (24) months' prior, written notice to the Purchaser.
- (f) If the Purchaser wishes to terminate this Agreement, with or without cause, at any time during the Initial Term or the Renewal Term, the Purchaser must provide the Seller twelve (12) months' prior written notice.

IX. Payment.

- (a) The Seller will read the meter at the Metered Point and submit an invoice to the Purchaser for each billing cycle, based on the total amount of water purchased by the Purchaser, as shown by the meter. If the meter fails to function properly during a particular billing cycle, so that an accurate reading of water usage for that billing cycle cannot be made, the Purchaser shall pay, as its total charge for that billing cycle, the average of the total charges per billing cycle that it paid for the three prior billing cycles for which accurate meter readings are available, unless the estimation is adjusted by mutual consent.
- (b) The Purchaser shall pay the Seller for all water delivered under this Agreement at the Wholesale Rate, which shall be the Seller's wholesale per gallon usage rate excluding Operations and Maintenance ("O&M") charges, as established in the Seller's Service Regulations and Rates, as amended from time to time. Payment shall be made in accordance with the timeframes set forth therein.
- (c) Seller agrees to provide seven days' notice of public hearing prior to revising the rates referenced in this Agreement.

X. Event of Default

In addition to the rights of termination provided to Seller in this Agreement, Seller may suspend the furnishing of wholesale water to the Purchaser in the event of a default by the Purchaser. Notwithstanding the foregoing, PWC may immediately suspend the furnishing of wholesale water to the Purchaser to prevent harm to the Purchaser or to Seller's System or due to an Emergency Condition.

An "event of default" under this Agreement includes, but is not limited to, the following:

- a. Failure by the Purchaser to pay when due all of its monetary obligations under this Agreement after the expiration of ten (10) days written notice to the Purchaser;

- b. Fraudulent or unauthorized use or consumption of water from the Seller or use in such manner as to circumvent the Seller's meter or cause meter error or tampering with the Seller's equipment;
- c. Subject to Section V above, two (2) or more exceedances by the Purchaser of the Maximum Daily Usage Rate during any thirty (30) day period;
- d. Subject to Section V above, two (2) or more exceedances by the Purchaser of the Monthly Maximum Usage during any continuous six (6) month period for which this Agreement is in full force and effect; and
- e. Any other breach by the Purchaser of this Agreement after the expiration of thirty (30) days written notice to the Purchaser.

XI. Water Quality.

The point of sale of the water provided herein shall be at the Metered Point. The Seller warrants only that all water delivered to the Metered Point is in full compliance with all applicable federal, state, and local laws and regulations. The Seller does not warrant or represent that its water is fit for any other purpose. THE SELLER EXPLICITLY EXCLUDES ANY WARRANTY UNDER THE UNIFORM COMMERCIAL CODE INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR IMPLIED WARRANTY FOR MERCHANTABILITY. THE SELLER FURTHER DISCLAIMS ALL OTHER WARRANTIES UNDER ARTICLE 2 OF CHAPTER 25 OF THE NORTH CAROLINA GENERAL STATUTES, CONSISTENT WITH NCGS §130A-315(G) OF THE NORTH CAROLINA DRINKING WATER ACT. Further, the Seller makes no warranties about, and is not responsible for, any diminution in the quality of the water after it passes through the Metered Point and enters the Purchaser's water system.

XII. Pressure.

The Seller warrants that all water shall be delivered to the Metered Point with a minimum pressure of ____ () psi or such other minimum as prescribed by applicable law. The Seller makes no warranty about, and is not responsible for, any reduction in the water's pressure once it passes through the Metered Point and enters the Purchaser's water system.

XIII. Booster Pumps.

In the event the Purchaser installs booster pumps for the lines that the Purchaser directly connects to the Metered Point, the Purchaser shall submit plans and specifications for those pumps to the Seller for the Seller's review and approval. The Purchaser shall not install those pumps without the Seller's prior, written approval, which shall not be unreasonably withheld. Those pumps will meet the Seller's standard specifications for booster pumps connected to the Seller's water system.

XIV. No Resale to Other Water Systems.

Although the Seller acknowledges that the Purchaser is purchasing the Seller's water for resale to the Purchaser's customers, the Purchaser hereby agrees that it shall not furnish or sell such water to other governmental bodies or water systems, or make interbasin transfers of such water, without the Seller's prior written consent. For purposes of this section, "other water systems" shall mean water systems owned and operated by another government body or private entity that resells water to its own customers.

XV. Customers.

Unless otherwise agreed by the parties, the owners and occupiers of any properties that receive their water directly or indirectly from the Purchaser's water system (or for which the Purchaser does or could impose a water availability charge or comparable charge because that customer could receive water from the Purchaser's system but does not do so) will be water customers of the Purchaser and not of the Seller.

XVI. Water Emergencies.

In the event the Seller declares water use restrictions in accordance with its water emergency management policies, the Purchaser agrees, with regard to any water delivery to the Purchaser by the Seller pursuant to this Agreement, to implement water use restrictions equal to those implemented by the Seller within twenty-four (24) hours of notification to the Purchaser by the Seller.

XVII. Indemnifications.

- (a) By the Purchaser: To the extent allowed by law, the Purchaser shall release, defend, indemnify, and hold the Seller harmless from and against any and all claims, costs, damages, liabilities, expenses, actions, and causes of action, whatsoever, including, but not limited to, reasonable attorneys' fees, court costs, other expenses of litigation, and incidental, indirect, consequential, special, exemplary, and punitive damages, to the extent arising out of or, in any way, connected with:
- i. Under the foregoing Article II (d), the Seller's failure to supply water during any time period when the Seller lacks sufficient water to meet all of its customers' demands because of circumstances beyond the Seller's control (which may include, but are not limited to, a drought, but which do not include the Seller agreeing to serve new customers when it lacks sufficient water capacity to fully serve both those new customers and the Purchaser).
 - ii. Under the foregoing Article IV, any acts or omissions of the Purchaser, in (i) the installation, construction, inspection, operation, maintenance, expansion, repair, reconstruction, rehabilitation, relocation, or replacement of that system or appurtenant devices, or any other activity associated with the system, or (i) the

Purchaser's inspection of the Seller's meters, or (iii) any defect or flaw in the design, installation, or construction of, or any failure or malfunction of, the Metered Point, meters, backflow prevention devices, booster pumps, supply lines, or other lines or equipment designed, installed/constructed, or provided by the Seller or any of its employees or agents, hereunder, including but not limited to the extension by the Purchaser of the Seller's existing line to the County border, the construction by the Purchaser of any supply lines and associated equipment, and the installation by the Purchaser of any meters or backflow prevention devices.

- iii. Under the foregoing Article VI, the Purchaser's failure to so comply with federal, state, and local laws and regulations.
 - iv. Under the foregoing Article XI, any reduction in water quality once it passes through the Metered Point and enters the Purchaser's water system.
 - v. Under the foregoing Article XII, any reduction in the pressure of the water once it passes through the Metered Point and enters the Purchaser's water system.
 - vi. Under the foregoing Article XIII, said booster pumps.
 - vii. Under the foregoing Article XIV, the re-sale or other provision of water by the Purchaser to any third party.
- (b) By the Seller: To the extent allowed by law, the Seller shall release, defend, indemnify, and hold the Purchaser harmless from and against any and all claims, costs, damages, liabilities, expenses, actions, and causes of action, whatsoever, including, but not limited to, reasonable attorneys' fees, court costs, other expenses of litigation, and incidental, indirect, consequential, special, exemplary, and punitive damages, to the extent arising out of or, in any way, connected with:
- i. The Seller's failure to operate its water system in compliance with federal, state, and local laws and regulations as to any water supplied and upstream from the Metered Point.
 - ii. The Seller's failure to provide the Purchaser with a maximum flow rate, under the foregoing Article V.
 - iii. Any breach of the Seller's warranty resulting in diminution in the quality of the water before it passes through the Metered Point, under the foregoing Article XI.
 - iv. The Seller's failure to deliver water to the Metered Point with a minimum pressure of fifty (50) psi or such other minimum as prescribed by applicable law, under the foregoing Article XII.

XVIII. Iran Divestment Act.

The Parties certify that they are not on the North Carolina State Treasurer's list of persons engaging in business activities in Iran, prepared pursuant to NCGS §147-86.58; nor will the Parties utilize, on this Agreement, any contractor or subcontractor on such list.

XIX. Divestment from Companies Boycotting Israel.

The Parties certify that they are not on the North Carolina State Treasurer's list of companies engaged in a boycott of Israel, in violation of NCGS 147-86.80 et. seq., and that they will not utilize on this Agreement any contractor or subcontractor on said list.

XX. E-Verify.

The Applicant will comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Furthermore, if the Applicant utilizes a contractor, the Applicant will require the contractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

XXI. Defenses.

The Seller hereby reserves any and all defenses available to it at law or in equity, including, but not limited to, the defenses of governmental immunity, contributory negligence, and employees acting outside the scope of employment.

XXII. Chlorine Residuals.

If the Purchaser's water system must be flushed to maintain chlorine residuals therein, the Purchaser shall be solely responsible to flush its water system, in order to maintain chlorine residuals therein, and to pay to the Seller the cost of the water required to flush said system.

XXIII. Interlocal Cooperation Statute Requirements.

To the extent any portion of this Agreement is authorized by Article 20, Part I of Chapter 160A of the North Carolina General Statutes, the following provisions will apply:

- (a) No joint agency is established by virtue of this Agreement.
- (b) The Purchaser and the Seller, will be responsible to appoint or employ the personnel necessary to implement their respective obligations, as indicated herein.
- (c) The financing of the undertaking which is the subject of this Agreement, and the apportionment of costs and revenues, will be as indicated herein.
- (d) To the extent any real property is involved in the undertaking, which is the subject of this Agreement, said real property will be held by the party indicated herein (the City of Fayetteville, North Carolina, by and through Fayetteville Public Works Commission, will hold title on behalf of the Seller with respect to any real property with respect to which the Seller is obligated herein).

XXIV. Counterparts; Facsimiles and Electronic Signatures.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which combined shall constitute one and the same instrument. Facsimile and/or electronic copies of the parties' signatures shall be valid and treated the same as original signatures.

XXV. Entire Agreement.

This Agreement constitutes the entire agreement and understanding between the parties concerning the subject matter of this Agreement, and it supersedes all other offers, negotiations, representations, and agreements, either written or oral, concerning that subject matter. Any amendment to this Agreement must be in writing, approved by the governing boards of both parties, and executed by both parties.

XXVI. Governing Law and Forum.

This Agreement shall be governed by the laws of the State of North Carolina without regard to North Carolina's choice of law provisions. The sole and exclusive venue for any action pertaining to this Agreement shall be the Cumberland County Superior Court in Cumberland County, North Carolina.

XXVII. Invalidated Provisions Stricken.

If any term of this Agreement is found by a court of competent jurisdiction to be invalid, the invalid term shall be enforced to the greatest extent legally permissible, and the invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

XXVIII. Waiver.

If either party waives or excuses any breach of this Agreement by the other party, that shall not be deemed to waive or excuse any later breach of this Agreement by the other party, nor shall it be deemed a waiver of this section of the Agreement.

XXIX. Assignment.

Except as expressly provided below, neither party may assign its rights or obligations under this Agreement, nor subcontract any part of this Agreement, without the prior written approval of the other party.

Notwithstanding the foregoing, in the event the Purchaser participates in, joins, or assigns its water supply or distribution responsibilities to a regional water partnership, authority, joint agency, or other governmental or quasi-governmental entity formed for the purpose of owning, operating, or managing water facilities (a "Successor Entity"), the Purchaser may request that this Agreement be assigned to such Successor Entity. Any such

assignment shall require the prior written consent of the Seller, which shall not be unreasonably withheld, conditioned, or delayed, provided that the Seller determines, in its reasonable discretion, that (i) the Successor Entity has the legal authority to perform the obligations of the Purchaser under this Agreement, (ii) the Successor Entity assumes in writing all obligations of the Purchaser hereunder, and (iii) the assignment will not materially and adversely affect the Seller's operations, system capacity, or rights under this Agreement.

Upon approval and completion of such assignment, the Successor Entity shall be deemed the "Purchaser" for all purposes of this Agreement, and the original Purchaser shall be released from further performance, except for obligations accrued prior to the effective date of the assignment.

This Agreement shall be binding upon any person or entity acquiring the Seller's water system. The Seller shall provide the Purchaser with at least thirty (30) days' advance written notice prior to conveying the Seller's water system to any person or entity.

XXX. No Third-Party Beneficiaries.

The Seller and the Purchaser do not intend for this Agreement to grant any rights to any third parties, and this Agreement shall not be deemed to grant any rights to any third parties.

XXXI. Notices.

All notices, requests, demands and other communications hereunder must be in writing and shall be deemed to have been duly given by hand delivery (with receipt therefor) or by Federal Express or similar courier service, or if mailed by first class, certified or registered mail, return receipt requested, postage and certification or registry fees prepaid, and addressed as follows:

To Seller:

Fayetteville Public Works Commission
955 Old Wilmington Road
Fayetteville, NC 28301
Attn: CEO/General Manager

With copy to:

Fayetteville Public Works Commission
955 Old Wilmington Road
Fayetteville, NC 28301
Attn: General Counsel

To: Purchaser

Town of Spring Lake
300 Ruth Street
Spring Lake, NC 28390

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

Fayetteville Public Works Commission

By: _____
Timothy Bryant, CEO and General Manager

Date: _____

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act (N.C. Gen. Stat. § 159-1 et seq.).

By: _____
Rhonda Graham, Chief Financial Officer

Approved as to form:

Legal Dept.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

Town of Spring Lake

By: _____
Kia Anthony, Mayor

Date: _____

Attest:

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

By: _____
James C. Overton, Finance Director

Approved as to form:

Town Attorney



Board of Commissioners Agenda Cover Sheet

Meeting Date

June 8, 2026

Agenda Location

New Business

Item Title

ZON-26-0023: Rezoning request from CD Conservancy District and C(P) Planned Commercial District to C(P) Planned Commercial District or to a more restrictive zoning district for four (4) parcels comprising approximately 4.02 acres; located west of N Bragg Blvd and 340 feet south of W. Manchester Road.; submitted by The Charleston Group and Tanner Postal Commercial Real Estate (Agents) on behalf of James and Pennapa Hinnant, Cynthia Goins, and Martha Harkins (Owners).

Presenter

Mayor Kia Anthony

Summary/Description

Rezoning request from CD Conservancy District and C(P) Planned Commercial District to C(P) Planned Commercial District or to a more restrictive zoning district for four (4) parcels comprising approximately 4.02 acres; located west of N Bragg Blvd and 340 feet south of W. Manchester Road.; submitted by The Charleston Group and Tanner Postal Commercial Real Estate (Agents) on behalf of James and Pennapa Hinnant, Cynthia Goins, and Martha Harkins (Owners).

Requested Action

Approval

Funding Source (If Applicable):

N/A

Cost: N/A Yes No

Additional Documents to be Included in Agenda Packet

N/A



Board of Commissioners Agenda Cover Sheet

Meeting Date

June 8, 2026

Agenda Location

New Business

Item Title

Ordinance 2026-3; Ordinance to Adopt System Development Fees for Water and Sewer to the Rate and Fee Schedule for the Town of Spring Lake, North Carolina Pursuant to NCGS §162A

Presenter

Mayor Kia Anthony

Summary/Description

Consideration of Ordinance 2026-3 adopting Water and Sewer System Development Fees in accordance with Article 8 of Chapter 162A of the North Carolina General Statutes. The proposed Ordinance adopts the System Development Fee Study prepared by McGill Associates and establishes a Fee Schedule to recover a proportionate share of the costs associated with existing and future water and sewer system capacity needed to serve new development. Fees will be calculated based on established gallons-per-day demand factors for residential and non-residential uses and will apply to properties both inside and outside the Town limits. The Ordinance provides for periodic review of the Fee Schedule and establishes an effective date of July 1, 2026.

Requested Action

Approval

Funding Source (If Applicable):

N/A

Cost: N/A Yes No

Additional Documents to be Included in Agenda Packet

Ordinance 2026-3; Ordinance to Adopt System Development Fees for Water and Sewer to the Rate and Fee Schedule for the Town of Spring Lake, North Carolina Pursuant to NCGS §162A

ORDINANCE 2026-03

ORDINANCE TO ADOPT SYSTEM DEVELOPMENT FEES FOR WATER AND SEWER TO THE RATE AND FEE SCHEDULE FOR THE TOWN OF SPRING LAKE, NORTH CAROLINA PURSUANT TO NCGS §162A

WHEREAS the North Carolina General Assembly enacted House Bill 436 in July 2017, amending Chapter 162A of the North Carolina General Statutes by adding "Article 8 System Development Fees; and

WHEREAS, said statute authorizes the procedures and methods for the calculation and authorization of System Development Fees to be charged by local governments; and

WHEREAS, the statute authorizes a local government to adopt a System Development Fee calculated based upon a written analysis prepared by a financial professional or licensed professional engineer; and

WHEREAS, the Town of Spring Lake contracted with professional engineering firm McGill Associates, a qualified and licensed professional engineer and consulting firm to perform a System Development Fee analysis; and

WHEREAS, McGill Associates prepared a computerized calculator which will determine System Development Fees for water and sewer based on the cost per Gallons Per Day (GPD) calculation table by using water and sewer demands as defined by NC Administrative Code 15A NCAC 18C .0409 and 15A NCAC 02T .0114 (attached Exhibit A); and

WHEREAS, the Town of Spring Lake has taken all required steps pursuant to Article 8 of NCGS §162A, including posting of the fee analysis study on the Town's website for forty-five (45) days and solicited public comments regarding the same; conducted a Public Hearing on Monday, June 8, 2026, to receive additional public comment, which was properly noticed through advertisement; and adoption of this Ordinance to include the determination of the System Development Fees.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN OF SPRING LAKE BOARD OF COMMISSIONERS AS FOLLOWS:

1. The System Development Fee Study, prepared by McGill Associates, is hereby adopted to establish the Town of Spring Lake's Water and Sewer System Development Fee Rate and Schedule.
2. The maximum allowable cost per Gallon Per Day established per the System Development Fee Study is \$1.89/GPD for Water and \$4.58/GPD for Sewer.
3. The Town has determined to establish the System Development Fees using the dollar amounts as set forth above. These fees shall apply equally to applicants for properties both inside and outside the Town of Spring Lake's Corporate Limits.

4. Fees are based, for residential applicants, on number of bedrooms, and for business applicants, on type and occupancy. (See attached Exhibit A: NCAC tables) All applicants must inquire with Water Administration (Water Department) for fee determination.

5. The Board of Commissioners shall review and/or update the System Development Fee rate schedule no later than five (5) years from the date of this Ordinance, unless otherwise required by North Carolina law.

6. These Water and Sewer System Development Fees shall become effective on Wednesday, July 1, 2026, and shall thereafter be published annually within the Town's adopted Budget Ordinance or associated fee schedule.

ADOPTED this 8th day of June 2026.

ATTEST:

Carly Autry, CMC, NCCMC
Town Clerk

Kia Anthony
Mayor

DRAFT

Exhibit A

15A NCAC 18C .0409 SERVICE CONNECTIONS

(a) Local Water Supply Plan. Units of local government that are operating under a local water supply plan in accordance with G.S. 143-355(l) shall not be limited in the number of service connections.

(b) No local water supply plan. A public water system that does not have a local water supply plan as stated in Paragraph (a) shall limit its number of service connections as follows:

- (1) A public water system shall meet the daily flow requirements specified in Table 1:

Table 1: Daily Flow Requirements

Type of Service Connection	Daily Flow for Design
Residential	400 gallon/connection
Mobile Home Parks	250 gallon/connection
Campgrounds and Travel Trailer Parks	100 gallon/space
Marina	10 gallon/boat slip
Marina with bathhouse	30 gallon/boat slip
Rest Homes and Nursing Homes	
with laundry	120 gallon/bed
without laundry	60 gallon/bed
Schools	15 gallon/student
Day Care Facilities	15 gallon/student
Construction, work, or summer camps	60 gallon/person
Business, office, factory (exclusive of industrial use)	
without showers	25 gallon/person/shift
with showers	35 gallon/person/shift
Hospitals	300 gallon/bed

or;

- (2) A public water system shall meet the daily flow requirements calculated as follows:
 - (A) If records of the previous year are available that reflect daily usage, the average of the two highest consecutive days of record of the water treated shall be the value used to determine if there is capacity to serve additional service connections. Unusual events, such as massive line breaks or line flushings, shall not be considered.
 - (B) If complete daily records of water treated are not available, the public water system shall multiply the daily average use based on the amount of water treated during the previous year of record by the appropriate factor to determine maximum daily demand, as follows:
 - (i) A system serving a population of 10,000 or less shall multiply the daily average use by 2.5; or
 - (ii) A system serving a population greater than 10,000 shall multiply the daily average use by 2.0.

(c) A supplier of water shall include the impact that demands from anticipated in-ground irrigation systems, multi-family units, or vacation rental homes will have on the daily flow needs determined in Paragraph (b) of this Rule.

(d) If two years of metered usage data exists, a supplier of water may recalculate the daily flow requirements based on the actual usage. If actual demands are lower than the projected demand, recovered supply may be used to support additional connections in accordance with Paragraph (b) of this Rule.

(e) A supplier of water shall be exempt from using Table 1 in Subparagraph (b)(1) of this Rule and any other design flow standards established by the Department or the Commission to determine the daily flow requirements, provided that a professional engineer licensed pursuant to G.S. 89C prepares, seals, and signs documentation supporting alternative daily flow requirements that are sufficient to sustain the water usage required in the engineering design by using low-flow fixtures or flow reduction technologies.

History Note: Authority G.S. 130A-315; 130A-317; P.L. 93-523;
 Eff. July 1, 1994;
 Readopted Eff. July 1, 2019.

15A NCAC 02T .0114 WASTEWATER DESIGN FLOW RATES

(a) This Rule shall be used to determine wastewater flow rates for all systems governed by this Subchapter unless alternate criteria are provided by a program-specific rule or for flow used for the purposes of 15A NCAC 02H .0105. Higher flow rates shall be required where usage and occupancy are atypical, including those in Paragraph (e) of this Rule. Wastewater flow calculations shall take hours of operation and anticipated maximum occupancies and usage into account when calculating peak flows for design.

(b) In determining the volume of sewage from dwelling units, the flow rate shall be 120 gallons per day per bedroom. The minimum volume of sewage from each dwelling unit shall be 240 gallons per day and each additional bedroom above two bedrooms shall increase the volume by 120 gallons per day. Each bedroom or any other room or addition that can function as a bedroom shall be considered a bedroom for design purposes. When the occupancy of a dwelling unit exceeds two persons per bedroom, the volume of sewage shall be determined by the maximum occupancy at a rate of 60 gallons per person per day.

(c) The following table shall be used to determine the minimum allowable design daily flow of wastewater facilities. Design flow rates for establishments not identified below shall be determined using available flow data, water-using fixtures, occupancy or operation patterns, and other measured data.

Type of Establishments	Daily Flow For Design
Barber and beauty shops	
Barber Shops	50 gal/chair
Beauty Shops	125 gal/booth or bowl
Businesses, offices and factories	
General business and office facilities	25 gal/employee/shift
Factories, excluding industrial waste	25 gal/employee/shift
Factories or businesses with showers or food preparation	35 gal/employee/shift
Warehouse	100 gal/loading bay
Warehouse – self storage (not including caretaker residence)	1 gal/unit
Churches	
Churches without kitchens, day care or camps	3 gal/seat
Churches with kitchen	5 gal/seat
Churches providing day care or camps	25 gal/person (child & employee)
Fire, rescue and emergency response facilities	
Fire or rescue stations without on site staff	25 gal/person
Fire or rescue stations with on-site staff	50 gal/person/shift
Food and drink facilities	
Banquet, dining hall	30 gal/seat
Bars, cocktail lounges	20 gal/seat
Caterers	50 gal/100 sq ft floor space
Restaurant, full Service	40 gal/seat
Restaurant, single service articles	20 gal/seat
Restaurant, drive-in	50 gal/car space
Restaurant, carry out only	50 gal/100 sq ft floor space
Institutions, dining halls	5 gal/meal
Deli	40 gal/100 sq ft floor space
Bakery	10 gal/100 sq ft floor space
Meat department, butcher shop or fish market	75 gal/100 sq ft floor space
Specialty food stand or kiosk	50 gal/100 sq ft floor space
Hotels and Motels	
Hotels, motels and bed & breakfast facilities, without in-room cooking facilities	120 gal/room
Hotels and motels, with in-room cooking facilities	175 gal/room
Resort hotels	200 gal/room
Cottages, cabins	200 gal/unit
Self service laundry facilities	500 gal/machine
Medical, dental, veterinary facilities	
Medical or dental offices	250 gal/practitioner/shift
Veterinary offices (not including boarding)	250 gal/practitioner/shift

Veterinary hospitals, kennels, animal boarding facilities	20 gal/pen, cage, kennel or stall
Hospitals, medical	300 gal/bed
Hospitals, mental	150 gal/bed
Convalescent, nursing, rest homes without laundry facilities	60 gal/bed
Convalescent, nursing, rest homes with laundry facilities	120 gal/bed
Residential care facilities	60 gal/person
Parks, recreation, camp grounds, R-V parks and other outdoor activity facilities	
Campgrounds with comfort station, without water or sewer hookups	75 gal/campsite
Campgrounds with water and sewer hookups	100 gal/campsite
Campground dump station facility	50 gal/space
Construction, hunting or work camps with flush toilets	60 gal/person
Construction, hunting or work camps with chemical or portable toilets	40 gal/person
Parks with restroom facilities	250 gal/plumbing fixture
Summer camps without food preparation or laundry facilities	30 gal/person
Summer camps with food preparation and laundry facilities	60 gal/person
Swimming pools, bathhouses and spas	10 gal/person
Public access restrooms	325 gal/plumbing fixture
Schools, preschools and day care	
Day care and preschool facilities	25 gal/person (child & employee)
Schools with cafeteria, gym and showers	15 gal/student
Schools with cafeteria	12 gal/student
Schools without cafeteria, gym or showers	10 gal/student
Boarding schools	60 gal/person (student & employee)
Service stations, car wash facilities	
Service stations, gas stations	250 gal/plumbing fixture
Car wash facilities	1200 gal/bay
Sports centers	
Bowling center	50 gal/lane
Fitness, exercise, karate or dance center	50 gal/100 sq ft
Tennis, racquet ball	50 gal/court
Gymnasium	50 gal/100 sq ft
Golf course with only minimal food service	250 gal/plumbing fixture
Country clubs	60 gal/member or patron
Mini golf, putt-putt	250 gal/plumbing fixture
Go-kart, motocross	250 gal/plumbing fixture
Batting cages, driving ranges	250 gal/plumbing fixture
Marinas without bathhouse	10 gal/slip
Marinas with bathhouse	30 gal/slip
Video game arcades, pool halls	250 gal/plumbing fixture
Stadiums, auditoriums, theaters, community centers	5 gal/seat
Stores, shopping centers, malls and flea markets	
Auto, boat, recreational vehicle dealerships/showrooms with restrooms	125 gal/plumbing fixture
Convenience stores, with food preparation	60 gal/100 sq ft
Convenience stores, without food preparation	250 gal/plumbing fixture
Flea markets	30 gal/stall
Shopping centers and malls with food service	130 gal/1000 sq ft
Stores and shopping centers without food service	100 gal/1000 sq ft
Transportation terminals – air, bus, train, ferry, port and dock	5 gal/passenger

(d) Design daily flow rates for proposed non-residential developments where the types of use and occupancy are not known shall be designed for a minimum of 880 gallons per acre, or the applicant shall specify an anticipated flow based upon anticipated or potential uses.

(e) Design daily flow rates for residential property on barrier islands and similar communities located south or east of the Atlantic Intracoastal Waterway and used as vacation rental as defined in G.S. 42A-4 shall be 120 gallons per day per habitable room. Habitable room shall mean a room or enclosed floor space used or intended to be used for living or sleeping, excluding kitchens and dining areas, bathrooms, shower rooms, water closet compartments, laundries, pantries, foyers, connecting corridors, closets, and storage spaces.

(f) An adjusted daily sewage flow design rate shall be granted for permitted but not yet tributary connections and future connections tributary to the system upon showing that the capacity of a sewage system is adequate to meet actual daily wastewater flows from a facility included in Paragraph (b) or (c) of this Rule without causing flow violations at the receiving wastewater treatment plant or capacity-related sanitary sewer overflows within the collection system as follows:

- (1) Documented, representative data from that facility or a comparable facility shall be submitted by an authorized signing official in accordance with Rule .0106 of this Section to the Division for all flow reduction requests, as follows:
 - (A) dates of flow meter calibrations during the time frame evaluated and indication if any adjustments were necessary;
 - (B) a breakdown of the type of connections (e.g. two bedroom units, three bedroom units) and number of customers for each month of submitted data as applicable. Identification of any non-residential connections including subdivision clubhouses and pools, restaurants, schools, churches and businesses. For each non-residential connection, information identified in Paragraph (c) of this Rule (e.g. 200 seat church, 40 seat restaurant, 35 person pool bathhouse);
 - (C) a letter of agreement from the owner or an official, meeting the criteria of Rule .0106 of this Section, of the receiving collection system or treatment works accepting the wastewater and agreeing with the adjusted design rate;
 - (D) age of the collection system;
 - (E) analysis of inflow and infiltration within the collection system or receiving treatment plant, as applicable;
 - (F) if a dedicated wastewater treatment plant serves the specific area and is representative of the residential wastewater usage, at least the 12 most recent consecutive monthly average wastewater flow readings and the daily total wastewater flow readings for the highest average wastewater flow month per customers, as reported to the Division;
 - (G) if daily data from a wastewater treatment plant cannot be used or is not representative of the project area: 12 months worth of monthly average wastewater flows from the receiving treatment plant shall be evaluated to determine the peak sewage month. Daily wastewater flows shall then be taken from a flow meter installed at the most downstream point of the collection area for the peak month selected that is representative of the project area. Justification for the selected placement of the flow meter shall also be provided; and
 - (H) an estimated design daily sewage flow rate shall be determined by calculating the numerical average of the top three daily readings for the highest average flow month. The calculations shall also account for seasonal variations, excessive inflow and infiltration, age and suspected meter reading and recording errors.
- (2) The Division shall evaluate all data submitted but shall also consider other factors in granting, with or without adjustment, or denying a flow reduction request including: applicable weather conditions during the data period (i.e. rainy or drought), other historical monitoring data for the particular facility or other similar facilities available to the Division, the general accuracy of monitoring reports and flow meter readings, and facility usage, such as whether the facility is in a resort area.
- (3) Flow increases shall be required if the calculations required by Subparagraph (f)(1) of this Rule yield design flows higher than that specified in Paragraphs (b) or (c) of this Rule.
- (4) The permittee shall retain the letter of any approved adjusted daily design flow rate for the life of the facility and shall transfer such letter to a future permittee.

*History Note: Authority G.S. 143-215.1; 143-215.3(a)(1);
Eff. September 1, 2006;
Readopted Eff. September 1, 2018.*



Board of Commissioners Agenda Cover Sheet

Meeting Date

June 8, 2026

Agenda Location

New Business

Item Title

Resolution 2026-12; Adopting Cumberland-Hoke Regional Hazard Mitigation Plan

Presenter

Mayor Kia Anthony

Summary/Description

Consideration of Resolution 2026-12 adopting the Cumberland-Hoke Regional Hazard Mitigation Plan. Adoption of the updated regional plan fulfills federal and state requirements for hazard mitigation planning, identifies strategies to reduce the impacts of natural and man-made hazards, and ensures continued eligibility for federal and state disaster assistance and Hazard Mitigation Grant Program funding. The Resolution formally adopts the plan, authorizes Cumberland County Emergency Management to coordinate annual and five-year plan reviews, and commits the Town to supporting implementation of the plan's mitigation objectives.

Requested Action

Approval

Funding Source (If Applicable):

N/A

Cost: N/A Yes No

Additional Documents to be Included in Agenda Packet

Resolution 2026-12; Adopting Cumberland-Hoke Regional Hazard Mitigation Plan
Cumberland-Hoke Regional Hazard Mitigation Plan – emailed

RESOLUTION 2026-12
ADOPTING CUMBERLAND-HOKE REGIONAL
HAZARD MITIGATION PLAN

WHEREAS, the citizens and property within the Town of Spring Lake are subject to the effects of natural hazards that pose threats to lives and cause damage to property, and with the knowledge and experience that certain areas of the county are particularly vulnerable to drought, extreme heat, hailstorm, hurricane and tropical storm, lightning, thunderstorm wind/high wind, tornado, winter storm and freeze, flood, hazardous material incident, and wildfire; and

WHEREAS, Cumberland County desires to seek ways to mitigate the impact of identified hazard risks; and

WHEREAS, the Legislature of the State of North Carolina has in Article 5, Section 160D-501 of Chapter 160D of the North Carolina General Statutes, delegated to local governmental units the responsibility to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the Legislature of the State of North Carolina has enacted General Statute Section 166A-19.41 (*State emergency assistance funds*) which provides that for a state of emergency declared pursuant to G.S. 166A-19.20(a) after the deadline established by the Federal Emergency Management Agency, the eligible entity shall have a hazard mitigation plan approved pursuant to the Stafford Act; and

WHEREAS, Section 322 of the Federal Disaster Mitigation Act of 2000, as amended, states that local governments must develop an All-Hazards Mitigation Plan in order to be eligible to receive future Hazard Mitigation Grant Program Funds and other disaster-related assistance funding and that said Plan must be updated and adopted within a five-year cycle; and

WHEREAS the (local government) has performed a comprehensive review and evaluation of each section of the previously approved Hazard Mitigation Plan and has updated the said plan as required under regulations and at 44 CFR Part 201 and according to guidance issued by the Federal Emergency Management Agency and the North Carolina Division of Emergency Management, and that the plans have been updated in accordance with federal laws including the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended; the National Flood Insurance Act of 1968, as amended; the National Dam Safety Program Act, as amended; as required under regulations at 44 CFR Part 201, and according to guidance issued by the Federal Emergency Management Agency and the North Carolina Division of Emergency Management; and

WHEREAS, it is the intent of the Board of Commissioners of the Town of Spring Lake to fulfill this obligation in order that the County will be eligible for federal and state assistance in the event that a state of disaster is declared for a hazard event affecting the County.

NOW, THEREFORE, be it resolved that the Board of Commissioners of the Town of Spring Lake hereby:

1. Adopts the Cumberland-Hoke Regional Hazard Mitigation Plan.
2. Vests Cumberland County Emergency Management with the responsibility, authority, and the means to:
 - (a) Inform all concerned parties of this action.
 - (b) Cooperate with Federal, State and local agencies and private firms which undertake to study, survey, map and identify floodplain areas, and cooperate with neighboring communities with respect to management of adjoining floodplain areas in order to prevent exacerbation of existing hazard impacts.
3. Appoints Cumberland County Emergency Management to assure that the Hazard Mitigation Plan is reviewed annually and every five years as specified in the Plan to assure that the Plan is in compliance with all State and Federal regulations and that any needed revisions or amendments to the Plan are developed and presented to the Cumberland County Board of Commissioners for consideration.
4. Agrees to take such other official action as may be reasonably necessary to carry out the objectives of the Hazard Mitigation Plan.

Adopted this the 8th day of June 2026.

Kia Anthony, Mayor
Town of Spring Lake

Attest:

Carly Autry, Clerk
Town of Spring Lake

Certified by: _____ (SEAL)

Date: _____



Board of Commissioners Agenda Cover Sheet

Meeting Date

June 8, 2026

Agenda Location

New Business

Item Title

Budget Amendment (BA-24) FY2026

Presenter

Finance Director James Overton

Summary/Description

- To amend budget for additional revenues for Fire Department Grant from Cumberland County and Payment in lieu of tax from State of NC will be used to purchase furniture and equipment necessary to reopen Manchester Fire Station and to pay for part-time and overtime salaries.

Requested Action

Approval

Funding Source (If Applicable):

N/A

Cost: N/A Yes No

Additional Documents to be Included in Agenda Packet

Budget Amendment (BA-24) FY2026

**Town of Spring Lake
Budget Amendment
Fiscal Year Ending**

**BA -24 FY 2026
30-Jun-26**

BE IT ORDAINED by The Governing Board of the Town of Spring Lake, North Carolina, that the following amendment is made to the annual budget ordinance for the fiscal year ending June 30, 2026

Section 1: To amend the revenues and expenditures as follows:

Account Number	Department	Current Budget	Amendment	Amended Budget
10-10-3434-210-34	Fire - Payment in Lieu of Tax - State of NC	\$ -	\$ 612	\$ 612
10-10-3330-320-02	Manchester Fire Grant - Cumberland Co	-	50,000	50,000
	Total Revenues	\$ -	\$ 50,612	\$ 50,612
10-10-4340-120-02	Overtime	40,000	10,000	50,000
10-10-4340-120-06	Salaries part-time	75,000	15,000	90,000
10-10-4340-120-01	Salaries	1,122,993	(10,500)	1,112,493
10-10-4340-820-00	Small Equipment	3,300	31,000	34,300
10-10-4340-320-07	Internet	-	4,500	4,500
10-10-4340-240-01	Maintenance e& Repairs Building	1,500	612	2,112
	Total Expenditures	\$ 1,242,793	\$ 50,612	\$ 1,293,405
	Revenues Over (under) Expenditures		\$ -	

Justification:

To amend budget for additional revenues for Fire Department Grant from Cumberland County and Payment in lieu of tax from State of NC will be used to purchase furniture and equipment necessary to reopen Manchester Fire Station and to pay for part-time and overtime salaries

Section 3:

Copies of this budget amendment shall be furnished to the Clerk of the Governing Board, and to the Budget officer and Finance director for their Direction.

Requested By

James C Overton Date 8-Jun-26

Reviewed By

Finance Director
James C Overton Date 8-Jun-26

Approved By:

Finance Director
Dennis English Date 8-Jun-26
Interim Town Manager

ADOPTED this

8th day of June 2026

by the Spring Lake
Board of Commissioners

Town of Spring Lake Mayor

Town of Spring Lake Clerk



Board of Commissioners Agenda Cover Sheet

Meeting Date

June 8, 2026

Agenda Location

New Business

Item Title

Discussion Regarding Draft Overhills Park Sewer Agreement

Presenter

Interim Town Manager Dennis English Jr.

Summary/Description

Discussion regarding consideration of a Memorandum of Understanding (MOU) and related Sewer Wholesale Agreement between the Town of Spring Lake and the Overhills Park Water & Sewer District regarding sewer treatment services, billing, and maintenance responsibilities. The proposed MOU would discontinue the existing per-connection maintenance charge, provide for recalculation of prior sewer bills using an agreed-upon bulk sewer rate, establish a revised bulk sewer rate, and return responsibility for maintenance of the sewer collection system to Overhills beginning July 1, 2026. The accompanying Sewer Wholesale Agreement establishes the long-term terms and conditions for wastewater treatment services, including billing procedures, treatment capacity allocations, rate adjustment provisions, and service responsibilities. Staff recommends approval of the MOU and Sewer Wholesale Agreement and authorization for the appropriate Town officials to execute the documents on behalf of the Town.

Requested Action

Other – Discussion

Funding Source (If Applicable):

N/A

Cost: N/A Yes No

Additional Documents to be Included in Agenda Packet

Draft Overhills Park Sewer Agreement

Draft MOU

STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND

OVERHILLS PARK WATER & SEWER DISTRICT
SANITARY SEWER WHOLESAL AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 2026 by and between the Town of Spring Lake, a North Carolina municipal corporation, (hereinafter referred to as “Spring Lake”), and Overhills Park Water & Sewer District, a body corporate and politic and being a county water and sewer district created by the Cumberland County Board of Commissioners pursuant to Article 6 of Chapter 162A of the North Carolina General Statutes (hereinafter referred to as “District”).

WITNESSETH:

WHEREAS, District is a county water and sewer district created by the Cumberland County Board of Commissioners pursuant to Article 6 of Chapter 162A of the North Carolina General Statutes consisting of the area shown in Exhibit A; and

WHEREAS, District owns a sanitary sewer collection system; and

WHEREAS, Spring Lake owns and operates sanitary sewer treatment facilities (“Wastewater Collection and Treatment System”) and provides wholesale sanitary sewer treatment services; and,

WHEREAS, District wishes to contract with Spring Lake to furnish wholesale sanitary sewer treatment services and Spring Lake agrees to furnish sanitary sewer treatment service pursuant to the terms of this agreement.

NOW THEREFORE, Spring Lake and District agree to the following terms and conditions:

1. Discharge Point:

As of the Effective Date, wastewater from District’s sanitary sewer collection system will be discharged into Spring Lake’s Wastewater System at the existing entry point listed in Section 1 and thence treated at Spring Lake’s wastewater treatment plant as deemed appropriate. The existing entry point is tying force main discharge to the existing manhole located on the 30’ utility easement, as shown on sheet P&P-09 STA 9+94 of MBD Consulting Engineers P.A. construction plans into which District’s Brinkley Lift Station discharges.

2. Monthly Billing:

A. As of the Effective Date, the flow measuring device at District’s Brinkley Lift Station will be read, as nearly as practical, at regular monthly intervals. The period between device readings shall not be less than twenty-seven (27) days and not more than thirty-three (33) days. If Spring Lake is unable to read the flow measuring device for any reason, the wastewater flow shall be estimated by Spring Lake based on District’s wastewater flow for the preceding three billing periods for which readings were obtained. Bills rendered based on such estimates shall

be as valid as if made from actual device readings with Spring Lake to make appropriate adjustment of District's bill with the bill for the first actual reading of the flow measuring device after such estimate.

- B. The term "month" or "monthly" refers to the interval(s) transpiring between the previous meter reading date and the current meter reading date, and bills shall be rendered accordingly.
- C. Spring Lake will submit bills to District monthly for the prior month's sewer treatment service.
- D. Spring Lake will, annually, or such time as shall be determined by Spring Lake, perform a rate analysis to determine the rates which are applicable to serving Spring Lake's various classes of water and sanitary sewer service. Among those classes of service will be wholesale sanitary sewer service, a class which shall include District's discharge through its Brinkley Lift Station.
- E. Spring Lake will use audited balance sheets, income statements, comparable wholesale market rate data, and return on investment financial information as the basis for determining the rates applicable to this Agreement. Spring Lake may at its option, adjust audited financial data for changes to such financial data known or reasonably expected to occur during the period in which the billing rate will be in effect.
- F. Spring Lake will provide at least 90 days' notice to District of any rate changes.
- G. The initial Wholesale Sewer Rate to be charged to Overhills, is \$ 7.50 per 1,000 gallons, or \$.00750 per gallon, the rate effective date is July 1, 2026.

3. Capacity Charges

- A. Spring Lake shall receive and treat up to 120,000 gallons per day of District's wastewater, representing the projected average daily capacity generated from sources within District.
- B. Spring Lake shall notify District if the measured average daily usage in gallons per day of wastewater reaches 80% of the contracted amount.
- C. If the measured average daily usage in gallons per day of wastewater from District exceeds 90% of the contract demand, District shall purchase additional contract capacity at the current Spring Lake capacity rate in increments of at least 5% of the existing contracted amount.

4. Suspension or Termination of Sanitary Wastewater Treatment Service:

Spring Lake, in addition to all other legal remedies, may either terminate this Agreement or suspend sanitary sewer treatment service to District for:

- A. Any material default or breach of this Agreement by District, fraudulent or unauthorized use of the sanitary sewer treatment service or discharge of sanitary sewer in such manner as to circumvent the flow measuring device at District's Brinkley Lift Station; or District's failure to

pay the monthly bills when due and payable.

- B. No such termination or suspension, however, will be made by Spring Lake without thirty (30) days written notice delivered to District personally or by mail, within which time District may cure any such alleged default or breach or commence in good faith to cure any such default or breach which cannot reasonably be cured within thirty (30) days, except that only seven (7) days' notice need be given for fraudulent or unauthorized use of the sanitary sewer treatment service or discharge of sanitary sewer in such manner as to circumvent the flow measuring device at District's Brinkley Lift Station.
- C. Spring Lake's suspension of sanitary sewer service or termination of this Agreement upon any authorized grounds shall not relieve District of liability for the payment of sanitary sewer treatment service to the date of suspension or termination of this Agreement; nor liability for any actual damage sustained by Spring Lake.

5. Term of Agreement:

The term of this Agreement is for ten (10) years from _____, 2026 until _____, 2036 (the "Initial Term"). This Agreement shall automatically renew at the end of the Initial Term for a period of one (1) year, and shall automatically renew each year thereafter for a period of one year, unless terminated pursuant to the terms of Paragraph 10, or by either party by giving not less than one (1) year written notice to the other party, or upon mutual consent of both parties. Either party may terminate this Agreement during the Initial Term by giving the other party one (1) year written notice.

6. Prior Agreements: This Sanitary Sewer Wholesale Agreement shall replace the Sanitary Sewer Service Agreement by and between the Town of Spring Lake and the Overhills Park Water and Sewer District dated September 8, 2014.

7. Effective Date:

The Effective Date, as that term is used in this Agreement, shall be the date that the Agreement is fully executed by both parties.

8. Notices: Whenever written notices are required under this Agreement, said notice shall be in writing and shall be delivered personally or shall be sent by prepaid registered or certified mail.

If notice is mailed to Spring Lake, it should be addressed as follows:

Mayor, Town of Spring Lake
P.O. Box 617
Spring Lake, NC 28390

If notice is mailed to District, it should be addressed as follows:

Chairman, Board of Governors
Overhills Park Water & Sewer District
P.O. Box 1829
Fayetteville, NC 28302-1829

Either party may change its mailing address by giving written notice of the new address. Unless so changed, the addresses set forth above shall apply.

9. **Binding Effect:** This contract shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.
10. **Entire Agreement:** This contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed in writing.
11. **Governing Law:** This contract shall be governed by the laws of the State of North Carolina.

[Signature Page Follows]

DRAFT

IN WITNESS WHEREOF, the parties hereto, through their duly authorized officers has executed this contract as to the date and year first above written.

OVERHILLS PARK WATER & SEWER DISTRICT

By: _____
Kirk deViere, Chairman

ATTEST:

Andrea Tebbe, Clerk to the Board

THE TOWN OF SPRING LAKE

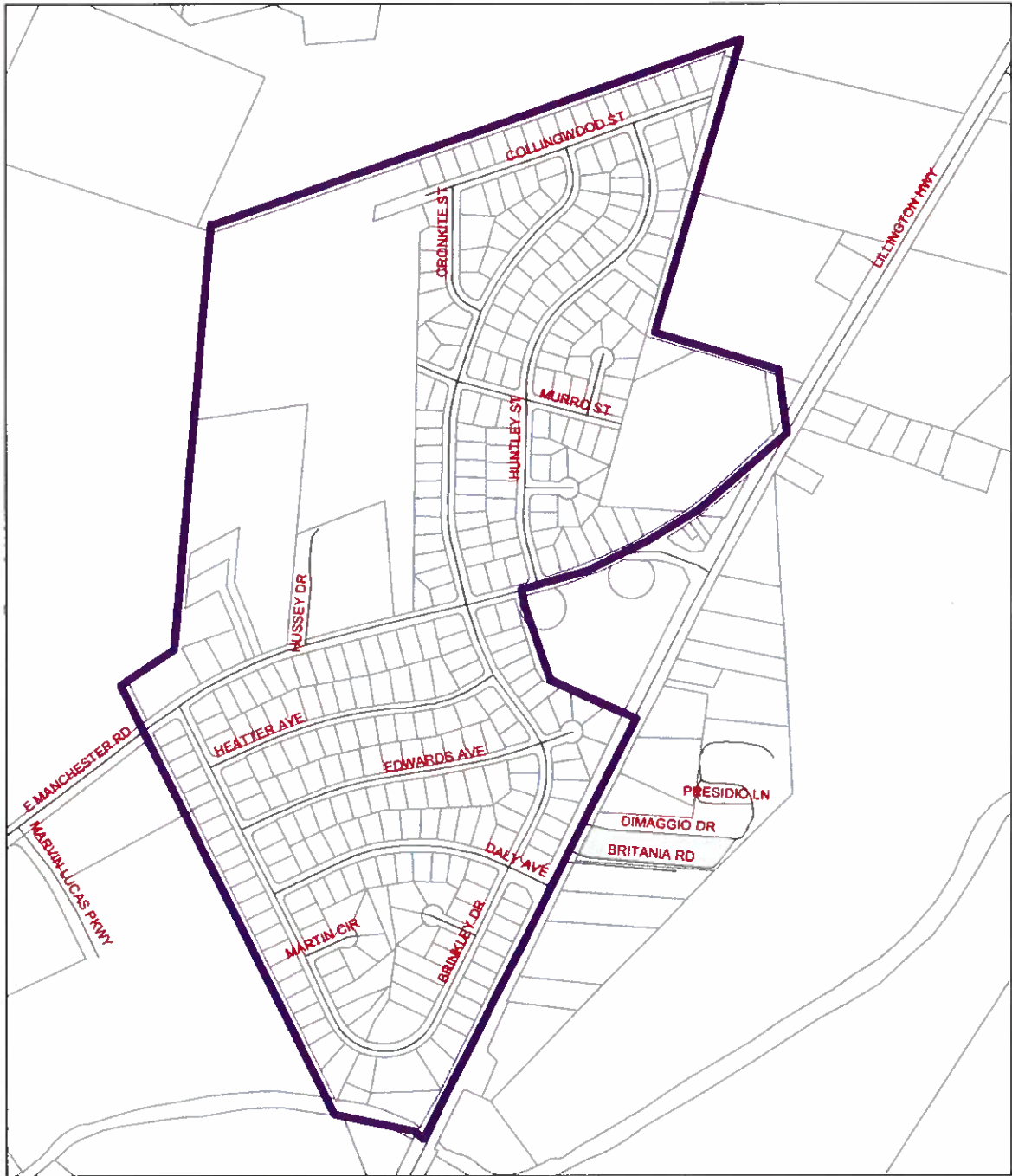
By: _____
Kia Anthony, Mayor

ATTEST:

Carly Autry, Town Clerk

DRAFT

Exhibit A



OVERHILLS PARK WATER & SEWER DISTRICT



MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into this ____ day of _____, 2026, by and between the Town of Spring Lake, North Carolina (“Spring Lake”) and the Overhills Park Water & Sewer District (“Overhills”), collectively referred to as the “Parties.”

WITNESSETH

WHEREAS, Spring Lake currently provides sewer treatment services associated with the Overhills Park Water & Sewer District; and

WHEREAS, the Parties desire to resolve current sewer billing concerns and establish a mutually agreeable framework for future sewer billing and maintenance responsibilities; and

WHEREAS, the Parties desire to maintain consistency with the intent of prior agreements while aligning rates with current bulk sewer costs and operational responsibilities;

NOW, THEREFORE, the Parties agree to the following:

1. Existing Maintenance Charge

The existing per-customer maintenance charge of \$9.25 per connection shall no longer be assessed beginning July 1, 2026.

2. Recalculation of Existing Sewer Bills

Existing sewer bills shall be recalculated and backdated using a bulk sewer rate of \$6.25 per 1,000 gallons, consistent with the current Public Works Commission (PWC) benchmark rate for Fiscal Year 2026.

3. Revised Bulk Sewer Rate

Effective July 1, 2026, the bulk sewer rate shall increase to \$9.00 per 1,000 gallons for a term of five (5) years.

4. Sewer System Maintenance Responsibility

Effective July 1, 2026, Overhills Park Water & Sewer District shall resume responsibility for maintenance of the sewer system.

5. Intent of Agreement

This MOU is intended to establish a mutually agreeable framework between the Parties regarding sewer billing and maintenance responsibilities and may serve as the basis for future formal agreements or amendments as necessary.

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding through their duly authorized representatives.

TOWN OF SPRING LAKE

By: _____ Date: _____
Dennis English

ATTEST: _____
Clerk

OVERHILLS PARK WATER & SEWER DISTRICT

By: _____
Kirk deViere, Chairman

ATTEST: _____
Clerk

DRAFT



Board of Commissioners Agenda Cover Sheet

Meeting Date

June 8, 2026

Agenda Location

New Business

Item Title

Letters to the Attorneys Regarding FY2021-2022 Audit

Presenter

Interim Town Manager Dennis English Jr.

Summary/Description

Consideration of authorizing correspondence to former and current legal counsel requesting a legal representation letter for the Town's Fiscal Year 2021-2022 audit. The proposed letter requests that the attorney provide information directly to the Town's auditors, Cherry Bekaert Advisory LLC, regarding any matters required for completion of the FY 2021-2022 financial statement audit. Obtaining the requested legal representation letter is a standard audit requirement and will assist the Town in completing its outstanding audit obligations. Staff recommends approval of the letters and signatures from the Mayor and Board to execute the correspondence on behalf of the Town.

Requested Action

Approval

Funding Source (If Applicable):

N/A

Cost: N/A Yes No

Additional Documents to be Included in Agenda Packet

Letters to the Attorneys Regarding FY2021-2022 Audit

Enclosure: Letter dated September 3, 2025

Town of Spring Lake

BOARD OF COMMISSIONERS

Fredricka Sutherland, Mayor Pro Tem
Tony Burgess, Commissioner
Soña L. Cooper, Commissioner
Jackie Jackson, Commissioner
Adrian Thompson, Commissioner



CHARTERED IN 1951

OFFICE OF THE MAYOR

Kia Anthony, Mayor

ADMINISTRATION

Dennis English Jr., Interim Town Manager
Carly Autry, Town Clerk
Michael R. Porter, Town Attorney

June 8, 2026

R. Jonathan Charleston, PA
The Charleston Group
PO Box 1762
Fayetteville, NC 28302

Re: Auditor Request – Legal Representation Letter (FY Ending June 30, 2022)

Dear Attorney Charleston,

On behalf of the Town of Spring Lake Board of Commissioners, please see the attached letter dated September 3, 2025, regarding the request from Cherry Bekaert Advisory LLC in connection with the audit of the Town's financial statements for the fiscal year ending June 30, 2022.

We respectfully request that you provide all information outlined in the attached correspondence directly to the auditors in accordance with the instructions provided therein.

Please ensure your response is submitted no later than _____, _____, 2026.

Your prompt attention to this matter is greatly appreciated.

Sincerely,

Town of Spring Lake Board of Commissioners

Enclosure: Letter dated September 3, 2025

Mayor Kia Anthony

Commissioner Soña L. Cooper

Mayor Pro Tem Fredricka Sutherland

Commissioner Jackie Jackson

Commissioner Tony Burgess

Commissioner Adrian Thompson

Town of Spring Lake

BOARD OF COMMISSIONERS

Sofia L. Cooper, Mayor Pro Tem
Robyn Chadwick, Commissioner
Marvin Lackman, Commissioner
Raul Palacios, Commissioner
Adrian Thompson, Commissioner



CHARTERED IN 1951

OFFICE OF THE MAYOR

Kia Anthony, Mayor

ADMINISTRATION

Jon Rorie, Town Manager
Carly Autry, Town Clerk
Michael R. Porter, Town Attorney

September 3, 2025

R. Jonathan Charleston, PA
The Charleston Group
Post Office Box 1762
Fayetteville, NC 28302

Our auditors, Cherry Bekaert Advisory LLC, are conducting an audit of our financial statements as of June 30, 2022, and for the year then ended. This letter will serve as our consent for you to furnish to our auditors all the information requested herein. Accordingly, please provide to them the information requested below involving matters with respect to which you have been engaged and to which you have devoted substantive attention on behalf of the Town of Spring Lake (the "Town") in the form of legal consultation or representation.

Pending or Threatened Litigation, Claims, and Assessments (excluding unasserted claims and assessments)

Please prepare a description of all material pending or threatened litigation, claims, and assessments (excluding unasserted claims and assessments). Materiality for purposes of this letter includes items involving amounts exceeding \$10,000 individually or in the aggregate. The description of each matter should include:

- 1) the nature of the litigation;
- 2) the progress of the matter to date;
- 3) how management of the Town is responding or intends to respond to the litigation; e.g., to contest the case vigorously or to seek an out-of-court settlement; and
- 4) an evaluation of the likelihood of an unfavorable outcome and an estimate, if one can be made, of the amount or range of potential loss.

Also, please identify any pending or threatened litigation, claims, and assessments with respect to which you have been engaged but as to which you have not devoted substantive attention.

Unasserted Claims and Assessments

We have represented to our auditors that there are no unasserted possible claims or assessments that you have advised us are probable of assertion and must be disclosed in accordance with *FASB Accounting Standards Codification 450, Contingencies*.

We understand that, whenever, in the course of performing legal services for us with respect to a matter recognized to involve an unasserted possible claim or assessment that may call for financial statement disclosure, if you have formed a professional conclusion that we should disclose or consider disclosure concerning such possible claim or assessment, as a matter of professional responsibility to us, you will so advise us and will consult with us concerning the question of such disclosure and the applicable requirements of *FASB Accounting Standards Codification 450, Contingencies* (excerpts of which can be

found in the ABA's *Auditor's Letter Handbook*). Please specifically confirm to our auditors that our understanding is correct.

Response

Your response should include matters that existed as of June 30, 2022, and during the period from that date to the effective date of your response. Please specify the date of your response if it is other than the date of reply.

Please specifically identify the nature of, and reasons for, any limitations on your response.

Our auditors expect to have the audit completed about September 30, 2025. They would appreciate receiving your reply by that date with a specified effective date as close as feasible to that date. You may also be requested to provide updates to your written response at a later date. We appreciate your timely response to such requests.

Please email your reply directly to Linda Suggs at lsuggs@cbh.com.

Other Matters

Please also indicate the amount we were indebted to you for services and expenses (billed or unbilled) on June 30, 2022.

Very truly yours,

James C Overton

James C. Overton

Finance Director

Town of Spring Lake

Town of Spring Lake

BOARD OF COMMISSIONERS

Fredricka Sutherland, Mayor Pro Tem
Tony Burgess, Commissioner
Soña L. Cooper, Commissioner
Jackie Jackson, Commissioner
Adrian Thompson, Commissioner



CHARTERED IN 1951

OFFICE OF THE MAYOR

Kia Anthony, Mayor

ADMINISTRATION

Dennis English Jr., Interim Town Manager
Carly Autry, Town Clerk
Michael R. Porter, Town Attorney

June 8, 2026

Michael R. Porter
201 Hay Street
Fayetteville, NC 28301

Re: Auditor Request – Legal Representation Letter (FY Ending June 30, 2022)

Dear Attorney Porter,

On behalf of the Town of Spring Lake Board of Commissioners, please see the attached letter dated September 3, 2025, regarding the request from Cherry Bekaert Advisory LLC in connection with the audit of the Town's financial statements for the fiscal year ending June 30, 2022.

We respectfully request that you provide all information outlined in the attached correspondence directly to the auditors in accordance with the instructions provided therein.

Please ensure your response is submitted no later than _____, _____, 2026.

Your prompt attention to this matter is greatly appreciated.

Sincerely,

Town of Spring Lake Board of Commissioners

Enclosure: Letter dated September 3, 2025

Mayor Kia Anthony

Commissioner Soña L. Cooper

Mayor Pro Tem Fredricka Sutherland

Commissioner Jackie Jackson

Commissioner Tony Burgess

Commissioner Adrian Thompson

Town of Spring Lake

BOARD OF COMMISSIONERS

Sofia L. Cooper, Mayor Pro Tem
Robyn Chadwick, Commissioner
Marvin Lackman, Commissioner
Raul Palacios, Commissioner
Adrian Thompson, Commissioner



CHARTERED IN 1951

OFFICE OF THE MAYOR

Kia Anthony, Mayor

ADMINISTRATION

Jon Rorie, Town Manager
Carly Autry, Town Clerk
Michael R. Porter, Town Attorney

September 3, 2025

Michael R. Porter
5851 Ramsey Street
Fayetteville, NC 28311

Our auditors, Cherry Bekaert Advisory LLC, are conducting an audit of our financial statements as of June 30, 2022, and for the year then ended. This letter will serve as our consent for you to furnish to our auditors all the information requested herein. Accordingly, please provide to them the information requested below involving matters with respect to which you have been engaged and to which you have devoted substantive attention on behalf of the Town of Spring Lake (the "Town") in the form of legal consultation or representation.

Pending or Threatened Litigation, Claims, and Assessments (excluding unasserted claims and assessments)

Please prepare a description of all material pending or threatened litigation, claims, and assessments (excluding unasserted claims and assessments). Materiality for purposes of this letter includes items involving amounts exceeding \$10,000 individually or in the aggregate. The description of each matter should include:

- 1) the nature of the litigation;
- 2) the progress of the matter to date;
- 3) how management of the Town is responding or intends to respond to the litigation; e.g., to contest the case vigorously or to seek an out-of-court settlement; and
- 4) an evaluation of the likelihood of an unfavorable outcome and an estimate, if one can be made, of the amount or range of potential loss.

Also, please identify any pending or threatened litigation, claims, and assessments with respect to which you have been engaged but as to which you have not devoted substantive attention.

Unasserted Claims and Assessments

We have represented to our auditors that there are no unasserted possible claims or assessments that you have advised us are probable of assertion and must be disclosed in accordance with *FASB Accounting Standards Codification 450, Contingencies*.

We understand that, whenever, in the course of performing legal services for us with respect to a matter recognized to involve an unasserted possible claim or assessment that may call for financial statement disclosure, if you have formed a professional conclusion that we should disclose or consider disclosure concerning such possible claim or assessment, as a matter of professional responsibility to us, you will so advise us and will consult with us concerning the question of such disclosure and the applicable requirements of *FASB Accounting Standards Codification 450, Contingencies* (excerpts of which can be found in the ABA's *Auditor's Letter Handbook*). Please specifically confirm to our auditors that our understanding is correct.

Response

Your response should include matters that existed as of June 30, 2022, and during the period from that date to the effective date of your response. Please specify the date of your response if it is other than the date of reply.

Please specifically identify the nature of, and reasons for, any limitations on your response.

Our auditors expect to have the audit completed about September 30, 2025. They would appreciate receiving your reply by that date with a specified effective date as close as feasible to that date. You may also be requested to provide updates to your written response at a later date. We appreciate your timely response to such requests.

Please email your reply directly to Linda Suggs at lsuggs@cbh.com.

Other Matters

Please also indicate the amount we were indebted to you for services and expenses (billed or unbilled) on June 30, 2022.

Very truly yours,

James C Overton

James C. Overton

Finance Director

Town of Spring Lake



Board of Commissioners Agenda Cover Sheet

Meeting Date

June 8, 2026

Agenda Location

New Business

Item Title

Discussion Regarding Draft Policy 44. Public Records Request Policy

Presenter

Commissioner Jackie Jackson

Summary/Description

Discussion of adopting Policy No. 44. Public Records Request Policy. The proposed policy establishes procedures for receiving, processing, and responding to public records requests in accordance with North Carolina Public Records Law. The policy defines public records, identifies categories of protected and confidential records, outlines response timelines and responsibilities, establishes procedures for handling requests for emails and electronic communications, provides guidance on records retention and redaction of exempt information, and sets forth fees, special service charges, and an appeals process for disputed requests. The policy is intended to promote consistency, transparency, and compliance in the Town's administration of public records requests.

Requested Action

Other – Discussion & Possible Action

Funding Source (If Applicable):

N/A

Cost: N/A Yes No

Additional Documents to be Included in Agenda Packet

Draft Policy 44. Public Records Request Policy

Town of Spring Lake	ADMINISTRATIVE POLICY GOVERNING BOARD		SUBJECT: PUBLIC RECORDS REQUEST POLICY	
	Number 44	Revisions	Board Approval Date	
North Carolina	Supersedes	Effective Date		Page 1 of 6

44.0 PURPOSE

The purpose of this policy is to aid in determining what is a public record, the general protocol for determining which departments need to respond, and the protocol for how the Town Clerk and/or Attorney is to be used in responding to Public Records Requests, among other items listed below. It is the policy of the Town of Spring Lake to comply with all requests for public records in accordance with the law. Public records are the property of the people.

44.1 PUBLIC RECORDS

1. Public Records Defined

North Carolina General Statute (NCGS) §132-1(a) defines public records as “all documents, papers, letters, maps, books, photographs, films, sound recordings, magnetic or other tapes, electronic data-processing records, artifacts, or other documentary material, regardless of physical form or characteristics, made or received pursuant to law or ordinance in connection with the transaction of public business by any agency of North Carolina government or its subdivisions. Agency of North Carolina government or its subdivisions shall mean and include every public office, public officer or official (State or local, elected or appointed), institution, board, commission, bureau, council, department, authority, or other unit of government of the State or of any county, unit, special district or other political subdivision of government.”

According to NCGS §132-6.2(e), “Nothing in this section shall be construed to require a public agency to respond to a request for a copy of a public record by creating or compiling a record that does not exist. If a public agency, as a service to the requester, voluntarily elects to create or compile a record, it may negotiate a reasonable charge for the service with the requester. Nothing in this section shall be construed to require a public agency to put into electronic medium a record that is not kept in electronic medium.” Requestors should be aware that the Public Records Policy does not require the Town to do research or analyze data.

2. Protected Records

All records maintained by the Town of Spring Lake are public unless they are exempt from disclosure under North Carolina Public Records Law (Chapter 132). Exempted records include, but are not limited to:

- Confidential communications from the Attorney to the Client within the scope of the Attorney-Client relationship as defined in NCGS §132-1.1(a).
- Criminal investigation records and records of criminal intelligence information, as provided in NCGS §132-1.4 (active and closed investigations).
- Sensitive public security information, including specific details of public security plans and arrangements, detailed plans and drawings of public buildings and infrastructure facilities, and certain plans to prevent and respond to terrorist activity, as provided in NCGS §132-1.7, and technology security information, as provided in NCGS §132-6.1.
- Records of minors per NCGS §132-1.4, 132-1.12, and 7B-2901.
- All information contained in Town employees' personnel files maintained by the Town is confidential in accordance with NCGS §153A-98, except information deemed by NCGS §153A-98(b) to be a matter of public record. These rules apply to personnel information for applicants, current employees, and former employees.
- Tax information pertaining to a taxpayer's income or gross receipts may not be disclosed, as provided in NCGS §132-1.1(b).
- Social security numbers and other personal identifying information are confidential and unlawful to disclose to the public. In addition to social security numbers, "personal identifying information" includes: employer taxpayer identification numbers; driver's license numbers, state identification card numbers, and passport numbers; checking, savings, credit, and debit account numbers; personal identification code (PIN) numbers used to access financial resources; digital signatures; any other numbers of information that can be used to access a person's financial resources; biometric data; fingerprints; and passwords, all as provided in NCGS §132-1.10, NCGS §75-61, and NCGS §14-113.20.
- Trade secrets and electronic payment account numbers are protected as outlined in NCGS §132-1.2 (Note that to protect a "trade secret" detailed requirements must be met).
- The seal of an architect, engineer, or land surveyor when that seal has been submitted for project approval under Part 4 of Article 18, Chapter 153A (Building Inspections) as outlined in NCGS §132-1.2.
- Certain "trial preparation materials" are protected as provided in NCGS §132-1.9. If records are created for or at the request of the Town Attorney when the Town is engaged in litigation or litigation is anticipated, these records are likely protected "trial preparation materials." The Town Attorney should be consulted if there is a request for such records.
- Names and addresses of complaining witnesses to crimes must be temporarily withheld if the release of the information is reasonably likely to pose certain threats to the witnesses or materially compromise an investigation, as provided in NCGS §132-1.4.

- Certain economic development incentives are temporarily protected, but the Town must make certain prior disclosures to applicants, as provided in NCGS §132-1.11 and NCGS §132-6(d).
- Closed session meeting minutes that are deemed protected under NCGS §143-318.10(e).
- Public enterprise billing information, as provided in NCGS §132-1.1(c).
- Records protected by copyright. The Town must permit inspection of records protected by copyright, but cannot make copies of copyrighted records, pursuant to 17 U.S.C. §106(1).

44.2 RECORDS REQUEST

1. Responding to a Public Records Request

According to NCGS §132-6(a), “Every custodian of public records shall permit any record in the custodian's custody to be inspected and examined at reasonable times and under reasonable supervision by any person, and shall, as promptly as possible, furnish copies thereof upon payment of any fees as may be prescribed by law.” A Public Records Request shall be placed with the Town Clerk describing the information sought, including as much detail as possible. The Town will work on a timely, thorough, and transparent response to all records requests. The requestor will receive an email response acknowledging the request within two (2) business days after receipt of the request by the Town Clerk. If the Town requires additional information before beginning to process the request, the Town will contact the requestor. Within 30 business days of receipt of the records request, the Town will respond by 1) providing copies of the records in physical format, or providing access to the records; 2) if there are no responsive records were located; 3) if the responsive records are exempt from the Public Records law, either denying access to the entire records or providing the records with the exempt information redacted; or 4) informing the requestor that more time is needed and providing an estimated deadline for the response. If a response takes longer than 30 business days, the Town will contact the requestor to provide an update on the request.

a. Responding to Request for Emails and Other Digital Communications

Upon receipt of a request for emails, the Town will determine the appropriate search keywords and date range for a search of the Town's email archive. The Town will contact the requestor and discuss the request and search strategy. The requestor may modify the search keywords and date range. The Town Attorney will review the identified emails. As with other records that are exempt from disclosure under state or federal laws, the Town Attorney may deny access to the protected emails. The Town will provide the number of such emails along with the legal justification for the denial of access.

b. Public Records Requested by a Member of the Board of Commissioners

Any Public Records request placed by a Board member will be treated like any other request.

44.3 RETENTION AND DISPOSITION OF PUBLIC RECORDS

North Carolina's Public Records law requires that public records in all formats be managed in a manner that protects their integrity and allows public inspection and copying. Except for public records that are retained in officer permanently, such as minutes of the Board, the Town may destroy public records, both physical and digital, after the records are retained for the correct periods in the records retention schedules published by the North Carolina Department of Natural and Cultural Resources.

44.4 RESPONSIBILITY FOR RECORDS

The Town department that is the custodian of the requested record will be assigned the public information request to the Department Head. The Town Attorney will be involved in requests where it is the custodian of the records or where legal determinations need to be made.

1. Redacting Protected Information

If the content of a record is partially public, responsive to the request, and partially exempt, the exempt portion of the content will be redacted. Redaction is the process of "concealing sensitive information from disclosed records."

2. Special Service Charge for Producing Records

In most cases, public records are easily retrievable and provided electronically via e-mail at no cost to the requester. There is a charge of twenty-five cents (\$0.25) to fifty cents (\$.50) per page for Black and White copies, depending on the paper size, and a charge of thirty cents (\$.30) to fifty-five cents (\$.55) per page for Color copies, depending on the paper size. Pursuant to NCGS §132-6.2(b), "Persons requesting copies of public records may request that the copies be certified or uncertified. The fees for certifying copies of public records shall be as provided by law. Except as otherwise provided by law, no public agency shall charge a fee for an uncertified copy of a public record that exceeds the actual cost to the public agency of making the copy. For purposes of this, "actual cost" is limited to direct, chargeable costs related to the reproduction of a public record as determined by generally accepted accounting principles and does not include costs that would have been incurred by the public agency if a request to reproduce a public record had not been made. Notwithstanding, if the request is such as to require extensive use of information technology resources or extensive clerical or supervisory assistance by personnel of the agency involved, or if producing the record in the medium requested results in greater use of information technology resources than that established by the agency for the reproduction of the volume of information requested, then the agency may charge, in addition to the actual cost of duplication, a special service charge, which shall be reasonable and shall be based on the actual cost incurred for such extensive use of information technology resources or the labor costs of the personnel providing the services, or for greater use of information technology resources that are incurred by the agency or attributable to the agency. If anyone requesting public information from any public agency

is charged a fee that the requester believes to be unfair or unreasonable, the requester may ask the State Chief Information Officer or his designee to mediate the dispute.” The requester will be charged for time spent reviewing records that resulted from a search, determining which records are responsive to a public records request, and redacting confidential information.

The special service charge will be the hourly rate in accordance with the employees who will be conducting the work.

The Town will provide the requestor with a written estimate and extend the option of the requestor paying the charge. The requestor will be granted the opportunity to narrow the scope of the request to reduce or avoid the service charge.

The requestor is required to pay the Town of Spring Lake in advance of fulfillment of the request. If the time taken exceeds the estimate, an additional deposit will be required. Unused portions of the deposited funds are refunded. Payment can be made in person at the Revenue Department at Town Hall.

If the requestor wishes to dispute the special service charge, he or she may file a complaint to the Town Clerk to the Board of Commissioners within ten (10) business days of receiving the response to his or her request. The appeals process is found below in Paragraph 3.

3. Disputing a Records Request and Appeals Process.

If a requestor has a concern or complaint regarding the initial response sent, the Town asks that the requestor first contact the Town Clerk to the Board of Commissioners to file a complaint within ten (10) business days of receiving the response to the public information request. The first appeal will be submitted to the Finance Director, or his or her designee, who will review the records request, the information provided, and the dispute, and decide based on the appeal request. If further actions are requested beyond the first step, the appeal can be presented to the Town Manager or his or her designee for review and determination.

4. Request by a Member of the Board of Commissioners for Information Not Covered by Public Records Request.

If a member of the Board requests information from a department, it shall go to the Department Head. If the Department Head determines that the request will take more than two (2) hours to complete, the Mayor must approve. If the Mayor does not approve, the Board may overrule the Mayor by majority vote.

Approved:

Mayor

Date

ATTEST

Town Clerk

Date