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**AGENDA**  
**CUMBERLAND COUNTY BOARD OF COMMISSIONERS**  
**JUDGE E. MAURICE BRASWELL**  
**CUMBERLAND COUNTY COURTHOUSE - ROOM 118**  
**MAY 20, 2019**  
**6:45 PM**

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INVOCATION - Commissioner Glenn Adams

PLEDGE OF ALLEGIANCE -

RECOGNITION

Introduction of the Fayetteville-Cumberland Youth Council Members

Justus Locke

Courtney Streeter

Diane Chandler on Receiving the Governor's Award for Volunteer Service

Cumberland County Cares Award - Fayetteville Runners Club

Seventy-First Classical Middle School Envirothon Team on Second-Place Finish at State Competition

Cumberland County Spring 2019 Citizens' Academy Graduates

**PUBLIC COMMENT PERIOD**

1. APPROVAL OF AGENDA

2. CONSENT AGENDA

- A. Approval of May 6, 2019 Regular Meeting Minutes
- B. Approval of a Memorial Day Proclamation
- C. Approval to Pay Prior Year Invoice for Department of Social Services
- D. Approval of Sale of Surplus Real Property Located at 6383 Canadian Ave., Fayetteville, NC
- E. Approval of Offer to Purchase Surplus Properties Located at Ashley St., Fayetteville, NC
- F. Approval of Offer to Purchase Surplus Property Located at 809 Montgomery St., Fayetteville, NC
- G. Approval of Budget Ordinance Amendments for the May 20, 2019 Board of Commissioners' Agenda
- H. Approval of Cumberland County Board of Commissioners Agenda Session Items
  - 1. Construction of New Landfill Scalehouse and Convenience Site Improvements and Budget Ordinance Amendment B190112

2. Contract with County Tax Services, Inc. (CTSI) for Tax Auditing Services
3. Fiscal Year 2019 Audit Contract with Cherry Bekaert LLP
4. Rescind Bid Award for Aerial Mosquito Control Contract
5. Cumberland County Bragg Estates Sanitary Sewer Easement
6. Cumberland County Landscape Division Parking Lot Slope Stabilization Contract
7. Crown Coliseum American with Disabilities Act (ADA) Seating Project Contract
8. Professional Services Agreement With Fleming & Associates, PA for Cumberland County Detention Center Roof Project
9. Internal Policy Setting Minimum Retention Periods for Records with the Disposition Instruction "Destroy When Administrative/Reference Value Ends"
10. Records Retention and Disposition Schedule / 2019 General Records Schedule for Local Government Agencies
11. Memorandum of Understanding between the Natural Resources Conservation Service (NRCS), an agency of the United States Department of Agriculture (USDA), the North Carolina Department of Agriculture and Consumer Services - Division of Soil and Water Conservation (DSWC) an agency of the State of North Carolina, the Cumberland Soil and Water Conservation District (SWCD) and Cumberland County
12. Resolution Amending the Special Fire Tax District
13. NCDOT Contingent Offer to Purchase Real Property Located at Lloyd Auman Elementary School to Acquire a Drainage Easement and to Apply the Proceeds to the Principal Owing on Outstanding Debt
14. Waiver of Fee for Use of Crown by National Guard

3. PUBLIC HEARINGS

**Uncontested Rezoning Cases**

- A. Case P07-75
- B. Case P19-16
- C. Case P19-17

**Contested Rezoning Cases**

- D. Case P19-19
- E. Case P18-35

**Other Public Hearings**

- F. Public Hearing - 2019 Draft Community Development Annual Action Plan

4. ITEMS OF BUSINESS

- A. Consideration of County and City Co-Location of 9-1-1 Communication Services

5. NOMINATIONS

- A. Cumberland County Home and Community Care Block Grant Committee (2 Vacancies)
- B. Cumberland County Workforce Development Board (1 Vacancy)
- C. ABC Board (2 Vacancies)

6. APPOINTMENTS

- A. Jury Commission (1 Vacancy)

**RECESS THE BOARD OF COMMISSIONERS' MEETING**

CONVENE THE BRAGG ESTATES WATER AND SEWER DISTRICT GOVERNING BOARD MEETING

**BRAGG ESTATES WATER AND SEWER DISTRICT GOVERNING BOARD AGENDA:**

7. BRAGG ESTATES WATER AND SEWER DISTRICT CONSENT AGENDA

- A. Approval of June 15, 2015 Minutes
- B. Cumberland County Bragg Estates Sanitary Sewer Easement

ADJOURN THE BRAGG ESTATES WATER AND SEWER DISTRICT GOVERNING BOARD MEETING

RECONVENE THE REGULAR BOARD OF COMMISSIONERS MEETING

**ADJOURN**

**WATCH THE MEETING LIVE**

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

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

**IT WILL BE REBROADCAST ON WEDNESDAY, MAY 22, AT 7:00 PM AND FRIDAY, MAY 24, AT 10:30 AM.**

**REGULAR BOARD MEETINGS:**

**June 3, 2019 (Monday) - 9:00 AM**

**June 17, 2019 (Monday) - 6:45 PM**

**\*\*There are No Board of Commissioner Meetings in July\*\***

**THE MEETING VIDEO WILL BE AVAILABLE  
ATYOUTUBE.COM/CUMBERLANDCOUNTYNC**



**ASSISTANT COUNTY MANAGER STRATEGIC MANAGEMENT/ GOVERNMENTAL  
AFFAIRS**

**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MAY 20, 2019**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: SALLY SHUTT, ASSISTANT COUNTY MANAGER**

**DATE: 5/7/2019**

**SUBJECT: DIANE CHANDLER ON RECEIVING THE GOVERNOR'S AWARD FOR  
VOLUNTEER SERVICE**

**BACKGROUND**

Diane Chandler is the secretary for the Cumberland Disaster Recovery Coalition. On May 14, she received the Governor's Award for Volunteer Service during the CDRC's meeting at Vaughn Memorial Presbyterian Church. Ms. Chandler joined the CDRC in 2011 shortly after tornadoes struck Cumberland County and she has been instrumental in maintaining the group during the years.

Al Foote, the administrative Officer for Medicaid Transportation and Disaster Coordination at the Department of Social Services, nominated Ms. Chandler for the award.

"In the wake of Hurricane Matthew, Diane helped the CDRC stand up to a very different disaster. Her detailed minutes have allowed the CDRC to maintain records of our rise from a small group, to a non-profit long-term recovery group (LTRG) and now to one of the most productive and successful LTRG's in the state."

The Governor's Volunteer Service Award honors the true spirit of volunteerism by recognizing individuals, groups and businesses that make a significant contribution to their community through volunteer service.

**RECOMMENDATION / PROPOSED ACTION**

Congratulate Diane Chandler for receiving the Governor's Award for Volunteer Service" for her work with the Cumberland County Disaster Recovery Coalition.





**ASSISTANT COUNTY MANAGER STRATEGIC MANAGEMENT/ GOVERNMENTAL  
AFFAIRS**

**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MAY 20, 2019**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: SALLY SHUTT, ASSISTANT COUNTY MANAGER**

**DATE: 5/14/2019**

**SUBJECT: SEVENTY-FIRST CLASSICAL MIDDLE SCHOOL ENVIROTHON TEAM ON  
SECOND-PLACE FINISH AT STATE COMPETITION**

**BACKGROUND**

Envirothon is a problem solving, natural resource competition for middle and high school students in the United States and Canada. In North Carolina, Envirothon is co-sponsored by Conservation District Associations, local Conservation Districts and cooperating state and federal resource agencies. Cumberland Soil & Water Conservation District sponsors teams from Cumberland County.

The competition is open to schools, home-school groups, Girl Scouts, Boy Scouts, soil judging teams, 4-H clubs or any group interested in competing. Each team must have an advisor.

The competition teaches young people about natural resources and resource problems. Teams are tested on their knowledge of natural resources - soils, forestry, wildlife, aquatics and current environmental issues. Students visit the five "in-the-field" test stations where written and hands-on problem solving is required. Although the event is competitive, education is the bottom line.

Cumberland Soil & Water Conservation District, other local conservation districts, cooperating agencies and educators, organize and run local Area Envirothon competitions. Winning teams will compete in a state contest, and the winning high school team will compete in the international contest.

Teams from Bladen, Columbus, Cumberland, Harnett, Hoke, Richmond, Robeson, Sampson and Scotland counties are eligible to compete in the NC Association Soil & Water Conservation Districts Area VII Envirothon held at Jones Lake State Park in Bladen County. The top seven teams for both middle and high school events advance to the State competition, which is held at Cedarock State Park in Burlington.

Gray's Creek High School, Pine Forest High School and Seventy-First Classical Middle School advanced to the State competition.

The “Hundred Acre Woods” Envirothon Team from Seventy-First Classical Middle School won second place in the Area VII competition and second place at the State competition.

The Seventy-First Classical Middle School Envirothon Team advisor is Victoria Gemelli, a sixth grade science and social studies teacher at the school. The team members are:

- Emmy Tang
- Yimeng Ma
- Joshua Myoung
- Cheryl Li
- Jennifer Yu

### **RECOMMENDATION / PROPOSED ACTION**

Congratulate the “Hundred Acre Woods” Envirothon Team from Seventy-First Classical Middle School for winning second place at the state Envirothon.



**ASSISTANT COUNTY MANAGER STRATEGIC MANAGEMENT/ GOVERNMENTAL  
AFFAIRS**

**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MAY 20, 2019**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: SALLY SHUTT, ASSISTANT COUNTY MANAGER**

**DATE: 5/7/2019**

**SUBJECT: CUMBERLAND COUNTY SPRING 2019 CITIZENS' ACADEMY GRADUATES**

**BACKGROUND**

The Cumberland County Citizens' Academy was held April 2 through May 7. The following individuals completed the program and received certificates at a short ceremony held during the final session. The academy helps participants gain a better understanding of what county government does and how the various departments play a vital role in our community.

Congratulations to the following individuals on graduating from the Cumberland County Citizens' Academy:

- Melvin Acosta
- Jeff Brooks
- Jewrine Brown
- Christopher Cheek
- Meta Weaver Coaxum
- Kathryn Crumpler
- Katelyn Crumpler
- Anthony Dotta
- June Edmonds
- Kittie Elrod
- Karen Grays
- Irene Grimes
- Shakeyla Ingram
- Erin Mansfield
- Jeremy Martin
- Brenee Orozco
- Thurston Plumley

- Tyler Romero
- Edward Samuelian
- Kenneth Shelton
- Steven Stanfield
- Scott Weaver

**RECOMMENDATION / PROPOSED ACTION**

Recognize the 2019 Citizens Academy graduates.



**CLERK TO THE BOARD OF COMMISSIONERS**

**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MAY 20, 2019**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: CANDICE H. WHITE, CLERK TO THE BOARD**

**DATE: 5/20/2019**

**SUBJECT: APPROVAL OF A MEMORIAL DAY PROCLAMATION**

**BACKGROUND**

Request as received for a proclamation for Memorial Day, Monday, May 27, 2019.

**RECOMMENDATION / PROPOSED ACTION**

The Board of Commissioners is respectfully requested to consider approval of the proclamation.

**ATTACHMENTS:**

Description	Type
Proclamation for Memorial Day	Backup Material

## roclamation

*WHEREAS, on Memorial Day, America undertakes its solemn duty to remember the courageous men and women who made the ultimate sacrifice in the defense of our Country and the cause of freedom around the world; and*

*WHEREAS, we owe all those who sacrificed in our name a tremendous debt, including our Nation's mothers and fathers who have given their daughters and sons to America, spouses and partners who shoulder the weight of unthinkable loss, and courageous children in whom the legacies of their parents live on; and*

*WHEREAS, as we honor those who have died in our Nation's service, we understand and appreciate the values of patriotism, citizenship, commitment, honor and duty; and*

*WHEREAS, at this moment, men and women of the Air Force, Army, Navy, Marine Corps and Coast Guard are serving around the world and deserve our gratitude and respect; and*

*WHEREAS, Memorial Day gives us the opportunity to reflect on the past and renew our patriotism so that we may continue to live in freedom and seek peace so that our veterans will not have died in vain.*

*NOW THEREFORE, WE, the Board of Commissioners of Cumberland County, do hereby proclaim Memorial Day, May 27, 2019, as a day to honor the valor and sacrifice of our fallen service members and to renew our commitment to uphold the ideals for which they died. We also call upon the citizens of Cumberland County to observe Memorial Day as a day of prayer for permanent peace.*

*Adopted this 20th day of May 2019.*

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*Jeannette M. Council, Chair  
Cumberland County Board of Commissioners*



**FINANCE OFFICE**

**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MAY 20, 2019**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: VICKI EVANS, FINANCE DIRECTOR**

**DATE: 5/9/2019**

**SUBJECT: APPROVAL TO PAY PRIOR YEAR INVOICE FOR DEPARTMENT OF  
SOCIAL SERVICES**

**BACKGROUND**

The Department of Social Services is requesting to pay a fiscal year 2018 invoice to Lutheran Family Services in the amount of \$63.32. The invoice was received after the deadline to pay fiscal year 2018 invoices. Staff has verified that this invoice has not been paid and is in fact due. Sufficient funds are available in the current year budget to absorb this expenditure.

**RECOMMENDATION / PROPOSED ACTION**

Management is requesting to pay a fiscal year 2018 invoice for the Department of Social Services to Lutheran Family Services in the amount of \$63.32.

**ATTACHMENTS:**

Description

Memo

Type

Backup Material

Director

ASSISTANT DIRECTORS

Bobbie Redding  
Legal Services

Crystal Black  
Adult Services

Sandy Connor  
Children's Services

John Nalbene  
Business Operations

Vivian Tookes  
Economic Services



CUMBERLAND  
★ COUNTY ★  
NORTH CAROLINA

DEPARTMENT OF SOCIAL SERVICES

SECTION CHIEFS

Sharon McLeod  
Children's Services

VACANT  
Economic Services

Kristin Bonoyer  
Adult Services

Vacant  
Business Operations

MEMORANDUM

TO: VICKI EVANS, FINANCE DIRECTOR

THROUGH: BRENDA JACKSON, DIRECTOR *BJ*

THROUGH: JOHN NALBONE, ASST. DIRECTOR

THROUGH: DAWN KEELER, ACCOUNTANT I *DK*

FROM: SOPHIA MURNAHAN, ACCOUNTING SPECIALIST I *SM*

DATE: APRIL 26, 2019

SUBJECT: REQUEST TO PAY PRIOR YEAR (FY18) INVOICES

Please approve the attached prior year invoice for Lutheran Family Services for June 2018 respite services rendered. The invoice was submitted to CCDSS Finance Department after the deadline to pay Fiscal Year 2018 invoices. We have verified that this invoice has not been paid and can be absorbed in the current year budget. We are working with agency departments to notify Finance when acquiring goods and/or services and the importance of ensuring that a proper invoice has been received in a timely manner.

Attachments

*We stand united to strengthen individuals and families and to protect children and vulnerable adults...*





## OFFICE OF THE COUNTY ATTORNEY

### **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MAY 20, 2019**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: COUNTY ATTORNEY**

**DATE: 5/9/2019**

**SUBJECT: APPROVAL OF SALE OF SURPLUS REAL PROPERTY LOCATED AT 6383  
CANADIAN AVE., FAYETTEVILLE, NC**

#### **BACKGROUND**

On April 15, 2019, the Board adopted a resolution of its intent to accept an offer to purchase property with PIN 0442-55-6720, located at 6383 Canadian Avenue, Fayetteville, NC, and directed that it be advertised and sold pursuant to the upset bid process of G.S. § 160A-269. Gladys Heredia has made an offer to purchase the property for \$2,159.57. The parcel is zoned RR, with a tax value of \$10,000.00. Based on the County GIS Parcel Viewer System and the tax records, there is no structure on the lot.

Notice of the proposed sale, subject to the upset bid process required by G. S. § 160A-269, was advertised in the *Fayetteville Observer* on April 20, 2019. The publisher's affidavit is attached. More than 10 days have elapsed since the notice was published. No upset bid was received.

#### **RECOMMENDATION / PROPOSED ACTION**

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

#### **ATTACHMENTS:**

Description

Affidavit of Publication

Type

Backup Material

# AFFIDAVIT OF PUBLICATION

NORTH CAROLINA  
Cumberland County

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

Take notice that the Board of Commission-  
ers finds the real property with PIN 0112-  
55-6720, being LT 123 Twin Oaks Sec 4 Pt  
4, located at 6383 Canadian Avenue,  
Fayetteville, NC, is not needed for govern-  
mental purposes and proposes to accept  
an offer to purchase the property for  
\$2,159.57. Within 10 days of this notice  
any person may raise the bid by not less  
than ten percent (10%) of the first one  
thousand dollars (\$1,000) and five percent  
(5%) of the remainder by making a five  
percent (5%) deposit of the bid with the  
Clerk. This procedure shall be repeated un-  
til no further qualifying upset bids are re-  
ceived. The Board of Commissioners may  
at any time reject any and all offers. Fur-  
ther details may be obtained from the Of-  
fice of the County Attorney, Suite 551,  
Courthouse, Fayetteville, NC 28302.  
April 15, 2019

Candice White, Clerk to the Board  
4/20 5142599

Before the undersigned, a Notary Public of said County and state, duly  
commissioned and authorized to administer oaths, affirmations, etc.,  
personally appeared. CINDY O. MCNAIR  
Who, being duly sworn or affirmed, according to law, doth depose and say  
that he/she is a LEGAL SECRETARY of DB North Carolina Holdings, Inc., a  
corporation organized and doing business under the Laws of the State of  
Delaware, and publishing a newspaper known as the FAYETTEVILLE  
OBSERVER, in the City of Fayetteville, County and State aforesaid, and  
that as such he/she makes this affidavit; that he/she is familiar with the  
books, files and business of said Corporation and by reference to the files  
of said publication the attached advertisement of CL Legal Line  
CCBOC - PIN 0442-55-6720, BEING LT 123 TWIN OAKS SEC 4 PT 4  
of CUMB CO ATTORNEY'S  
was inserted in the aforesaid newspaper in space, and on dates as follows:

4/20/2019

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

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

*Cindy O. McNair*

LEGAL SECRETARY

Title

Cumberland County, North Carolina

Sworn or affirmed to, and subscribed before me, this 22 day  
of April, A.D., 2019.

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

*Pamela H. Walters*

Pamela H. Walters, Notary Public

My commission expires 5th day of December, 2020.

MAIL TO: CUMB CO ATTORNEY'S  
PO BOX 1829, ,  
FAYETTEVILLE, NC 28302-0000NULL

0005142599



## **OFFICE OF THE COUNTY ATTORNEY**

### **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MAY 20, 2019**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: COUNTY ATTORNEY**

**DATE: 5/7/2019**

**SUBJECT: APPROVAL OF OFFER TO PURCHASE SURPLUS PROPERTIES LOCATED  
AT ASHLEY ST., FAYETTEVILLE, NC**

#### **BACKGROUND**

The County acquired the real property with the PIN 0437-12-3719, being Lot 18 E T Spence Sub Div Tolar Ld (0.19 ac), located at Ashley St., Fayetteville, NC, at a tax foreclosure sale in 2004 for a purchase price of \$3,672.03. The property is zoned MR5 with a tax value of \$7,500.00. Based on the GIS Mapping and the tax records, there is no structure on the lot. No governmental entity has expressed a desire to acquire this property and this property has been declared surplus by the Board of Commissioners. Friendship Community Gardens made an offer to purchase the property for \$3,672.03.

The County and City acquired the real property with the PIN 0437-12-3815, being 0.19 ac land, located at Ashley St., Fayetteville, NC, at a tax foreclosure sale in 2012, along with two other parcels, for a total purchase price of \$11,781.05. The prorated share of the purchase price for the parcel is \$3,180.88. The property is zoned MR5 with a tax value of \$7,500.00. Based on the GIS Mapping and the tax records, there is no structure on the lot. The City has transferred its interest in the property to the County via Quit Claim Deed dated July 7, 2016 and recorded on July 20, 2016. No governmental entity has expressed a desire to acquire this property and this property has been declared surplus by the Board of Commissioners. Friendship Community Gardens made an offer to purchase the property for \$3,180.88.

Exhibit 1 is a map setting out the location of each parcel and its associated PIN number.

If the Board proposes to accept these offers, the proposed sale must be advertised subject to the upset bid process of G. S. § 160A-269. The proposed advertisement is included in the recommendation below.

#### **RECOMMENDATION / PROPOSED ACTION**

The County Attorney recommends that the Board consider the offers of Friendship Community Gardens. If

the Board proposes to accept the offers, resolve that the described real properties are not needed for governmental purposes and direct that they be advertised and sold pursuant to the upset bid process of G. S. § 160A-269.

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

Take notice that the Board of Commissioners finds the real property with PIN 0437-12-3719, being Lot 18 E T Spence Sub Div Tolar Ld (0.19 ac), located at Ashley St., Fayetteville, NC, is not needed for governmental purposes and proposes to accept an offer to purchase the property for \$3,672.03. The Board further finds that the real property with PIN 0437-12-3815, being 0.19 ac land, located at Ashley St., Fayetteville, NC, is not needed for governmental purposes and proposes to accept an offer to purchase the property for \$3,180.88.

Within 10 days of this notice any person may raise the bid by not less than ten percent (10%) of the first one thousand dollars (\$1,000) and five percent (5%) of the remainder by making a five percent (5%) deposit of the bid with the Clerk. This procedure shall be repeated until no further qualifying upset bids are received. The Board of Commissioners may at any time reject any and all offers. Further details may be obtained from the Office of the County Attorney, Suite 551-Courthouse, Fayetteville, NC 28302.

May \_\_\_\_, 2019

Candice White, Clerk to the Board

**ATTACHMENTS:**

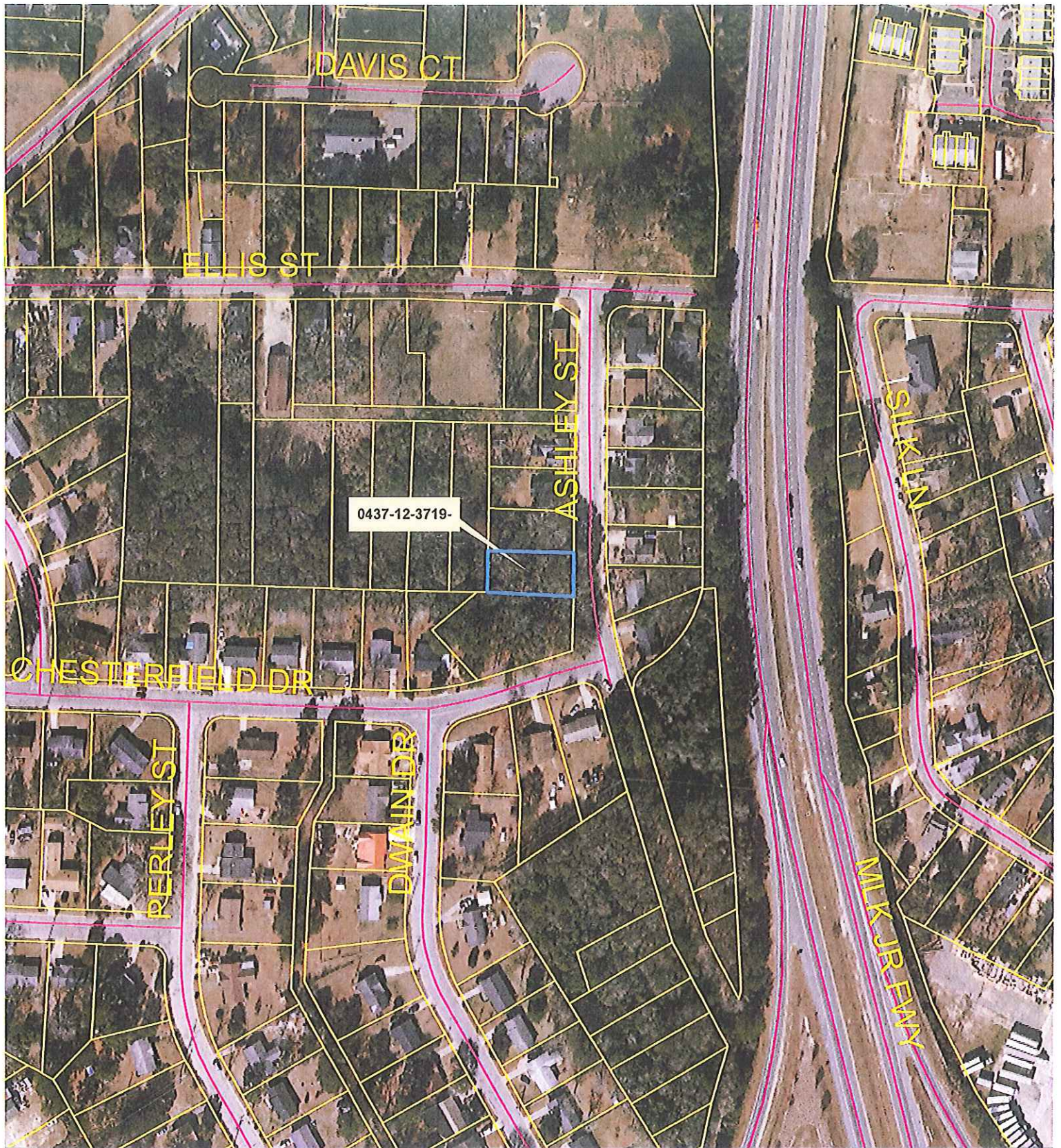
Description

Type

Exhibit 1

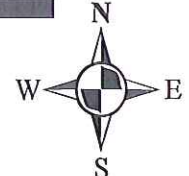
Backup Material





SITE MAP  
LT 18 E T SPENCE S/D TOLAR LD (0.19 AC)

200 100 0 200 Feet



THE COUNTY OF CUMBERLAND AND ITS GIS DEPARTMENT  
DISCLAIMS ACCOUNTABILITY FOR THIS PRODUCT AND MAKES  
NO WARRANTY EXPRESSED OR IMPLIED CONCERNING THE  
ACCURACY THEREOF. RESPONSIBILITY FOR INTERPRETATION  
AND APPLICATION OF THIS PRODUCT LIES WITH THE USER.







0437-12-3815-



**SITE MAP  
ASHLEY ST  
CROSS CREEK TOWNSHIP  
FAYETTEVILLE NC**

200 100 0 200 Feet

THE COUNTY OF CUMBERLAND AND ITS GIS DEPARTMENT  
DISCLAIMS ACCOUNTABILITY FOR THIS PRODUCT AND MAKES  
NO WARRANTY EXPRESSED OR IMPLIED CONCERNING THE  
ACCURACY THEREOF. RESPONSIBILITY FOR INTERPRETATION  
AND APPLICATION OF THIS PRODUCT LIES WITH THE USER.



**CUMBERLAND  
★ COUNTY ★  
NORTH CAROLINA**





**OFFICE OF THE COUNTY ATTORNEY**

**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MAY 20, 2019**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: COUNTY ATTORNEY**

**DATE: 5/9/2019**

**SUBJECT: APPROVAL OF OFFER TO PURCHASE SURPLUS PROPERTY LOCATED AT  
809 MONTGOMERY ST., FAYETTEVILLE, NC**

**BACKGROUND**

The County acquired the real property with the PIN 0436-78-6341, being Lots 24-27 Raines Property, located at 809 Montgomery St., Fayetteville, NC, at a tax foreclosure sale in 2012 for a purchase price of \$15,499.25. The property is zoned MR5 with a tax value of \$44,500.00. Based on the GIS Mapping and the tax records, there is a structure on the lot. No governmental entity has expressed a desire to acquire this property and this property has been declared surplus by the Board of Commissioners. Raed A. Alrubaye made an offer to purchase the property for \$15,499.25.

Exhibit 1 is a map setting out the location of the parcel and its PIN number.

If the Board proposes to accept this offer, the proposed sale must be advertised subject to the upset bid process of G. S. § 160A-269. The proposed advertisement is included in the recommendation below.

**RECOMMENDATION / PROPOSED ACTION**

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

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

Take notice that the Board of Commissioners finds the real property with PIN 0436-78-6341, being Lots 24-27 Raines Property, located at 809 Montgomery St., Fayetteville, NC, is not needed for governmental purposes and proposes to accept an offer to purchase the property for \$15,499.25. Within 10 days of this notice any

person may raise the bid by not less than ten percent (10%) of the first one thousand dollars (\$1,000) and five percent (5%) of the remainder by making a five percent (5%) deposit of the bid with the Clerk. This procedure shall be repeated until no further qualifying upset bids are received. The Board of Commissioners may at any time reject any and all offers. Further details may be obtained from the Office of the County Attorney, Suite 551-Courthouse, Fayetteville, NC 28302.

May \_\_\_\_, 2019

Candice White, Clerk to the Board

**ATTACHMENTS:**

Description

Type

Exhibit 1

Backup Material





tabbles®

**EXHIBIT**

**1**

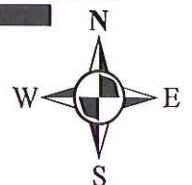


**SITE MAP**  
**LOTS 24-27 RAINES PROPERTY (0.43 AC)**

200 100 0 200 Feet



THE COUNTY OF CUMBERLAND AND ITS GIS DEPARTMENT  
DISCLAIMS ACCOUNTABILITY FOR THIS PRODUCT AND MAKES  
NO WARRANTY EXPRESSED OR IMPLIED CONCERNING THE  
ACCURACY THEREOF. RESPONSIBILITY FOR INTERPRETATION  
AND APPLICATION OF THIS PRODUCT LIES WITH THE USER.







## **BUDGET DIVISION**

### **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MAY 20, 2019**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: MELISSA CARDINALI, ASSISTANT COUNTY MANAGER**

**DATE: 5/14/2019**

**SUBJECT: APPROVAL OF BUDGET ORDINANCE AMENDMENTS FOR THE MAY 20, 2019 BOARD OF COMMISSIONERS' AGENDA**

#### **BACKGROUND**

##### **General Fund 101**

**1) Social Services - Budget Ordinance Amendment B190051 to re-appropriate Department of Health and Human Services' Adoption Promotion Program funds in the amount of \$121,555**

The Board is requested to approve Budget Ordinance Amendment B190051 to re-appropriate Department of Health and Human Services' Adoption Promotion Program funds from prior years in the amount of \$121,555 for the Department of Social Services' adoption services program.

Please note this amendment requires appropriation of general fund balance.

**2) Social Services - Budget Ordinance Amendment B190028 to recognize funds from North Carolina Department of Health and Human Services in the amount of \$68,400**

The Board is requested to approve Budget Ordinance Amendment B190028 to recognize funds from North Carolina Department of Health and Human Services in the amount of \$68,400 for adoptions completed.

Please note this amendment requires no additional county funds.

**3) Soil and Water Conservation District - Budget Ordinance Amendment B190370 to recognize funds in the amount of \$2,000 and to appropriate general fund balance in the amount of \$500. Both amounts were received from the North Carolina Department of Agriculture, Division of Soil and Water Disaster Assistance Program in FY 2018 and FY2019**

The Board is requested to approve Budget Ordinance Amendment B190370 to recognize funds from the North Carolina Department of Agriculture, Division of Soil and Water Disaster Assistance Program in the amount of \$2,000 for FY 2019 and to appropriate general fund balance in the amount of \$500 received from the North Carolina Department of Agriculture, Division of Soil and Water Disaster Assistance Program in FY 2018. The funding received is reimbursement for technical assistance that Soil & Water Conservation provided to property owners during stream cleanup in FY 2018.

Please note this amendment requires appropriation of general fund balance in the amount of \$500.

#### **Tourism Development Authority Fund 285**

##### **4) Tourism Development Authority - Budget Ordinance Amendment B190210 to appropriate Tourism Development Authority (TDA) fund balance in the amount of \$68,000 to the discretionary fund within Tourism Development Authority organization**

The Board is requested to approve Budget Ordinance Amendment B190210 to appropriate Tourism Development Authority (TDA) fund balance in the amount of \$68,000 to the discretionary fund within Tourism Development Authority organization. These funds will be used to provide funding for three grants awarded by the TDA at the April 24, 2019 TDA meeting.

Please note this amendment requires appropriation of Tourism Development Authority fund balance.

##### **5) Tourism Development Authority - Budget Ordinance Amendment B190205 to recognize an increase in occupancy tax collections in the amount of \$1,518,570**

The Board is requested to approve Budget Ordinance Amendment B190205 to recognize an increase in occupancy tax collections in the amount of \$1,518,570. Revenue projected for FY2019 is higher than the fiscal year 2019 budget.

Please note this amendment requires no additional county funds.

#### **RECOMMENDATION / PROPOSED ACTION**

Approve Budget Ordinance Amendments



## **SOLID WASTE MANAGEMENT**

### **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MAY 20, 2019**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: AMANDA BADER, PE, SOLID WASTE DIRECTOR**

**DATE: 5/10/2019**

**SUBJECT: CONSTRUCTION OF NEW LANDFILL SCALEHOUSE AND CONVENIENCE  
SITE IMPROVEMENTS AND BUDGET ORDINANCE AMENDMENT B190112**

#### **BACKGROUND**

The existing scalehouse at the Ann Street Landfill is deficient in multiple areas. In addition, Solid Waste is seeking to improve customer service at the Ann Street site. To address both areas of concern, an improvement project for both the scalehouse and convenience site was presented to the Board of Commissioners at the May 9, 2019 Agenda Session meeting. Significant highlights of the presentation include the increased customer and employee safety, traffic efficiency, and a more modern scalehouse design. Operational efficiency and safety are key to the project.

#### **RECOMMENDATION / PROPOSED ACTION**

At the May 9, 2019 Agenda Session meeting, the Board of Commissioners approved placing the proposed action below on the Consent Agenda for the May 20, 2019 Board of Commissioners' Meeting:

Approve Budget Ordinance Amendment B190112 to appropriate fund balance of the Solid waste Fund to be used to fund capital outlay expenditures for this project.

#### **ATTACHMENTS:**

Description

2019.05.09 Presentation

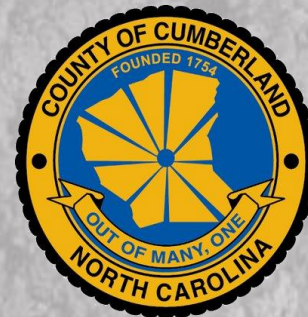
Type

Backup Material

# Cumberland County

## Ann Street Landfill

### Solid Waste Management Facility



## Scalehouse and Convenience Center Improvements

PRESENTATION  
May 2019

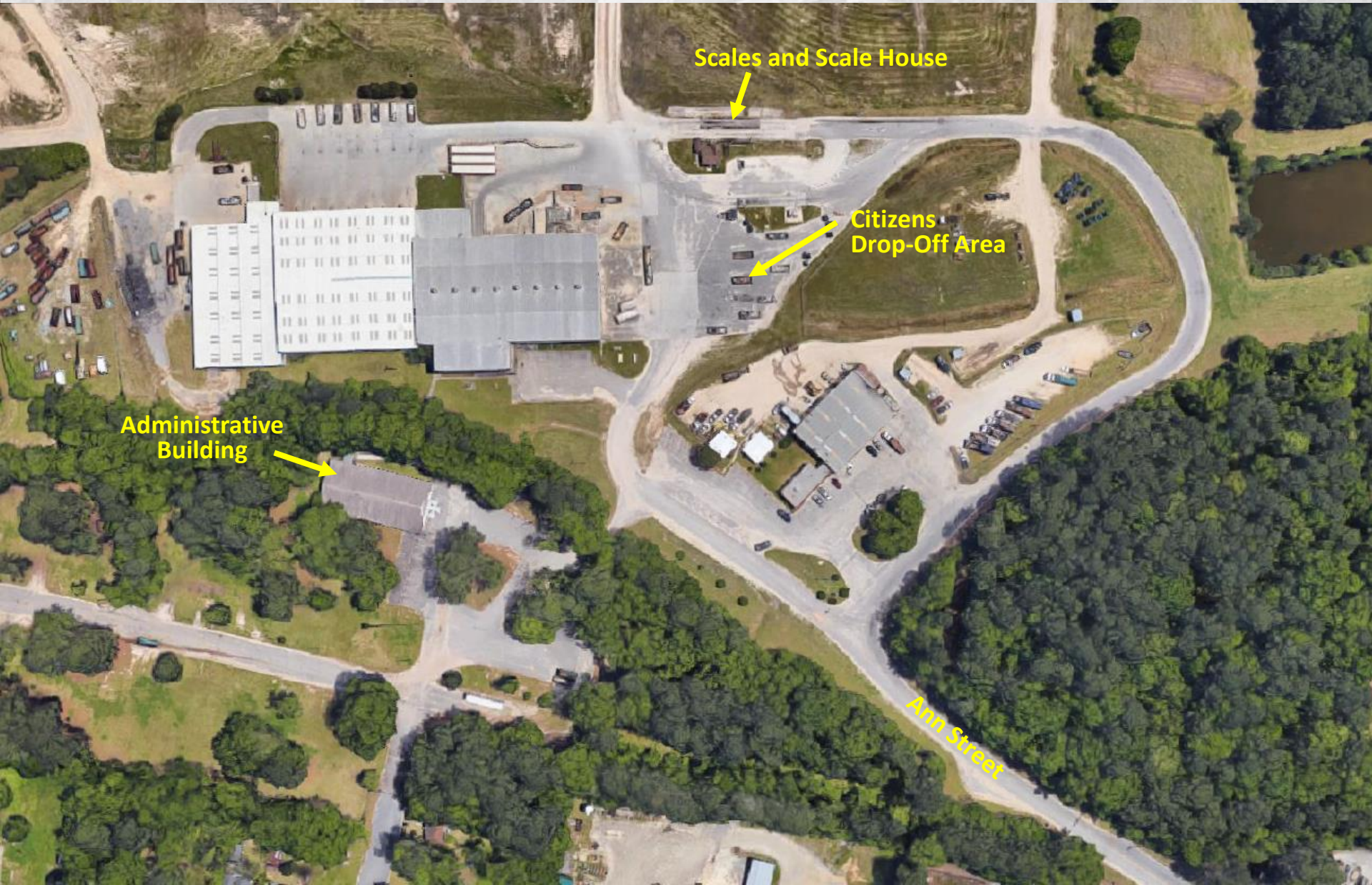


# Potential Modifications and Improvements

- **New Scales and Scale House**
  - New modern scale house
  - Efficient scale layout, saves time
  - Improves customer service
- **Relocate citizens waste drop-off containers**
  - Less traffic congestion
  - Separates citizen traffic from commercial traffic
  - Safer for citizens and County staff
- **Relocate HHW from Wilkes Road to Ann Street Landfill**

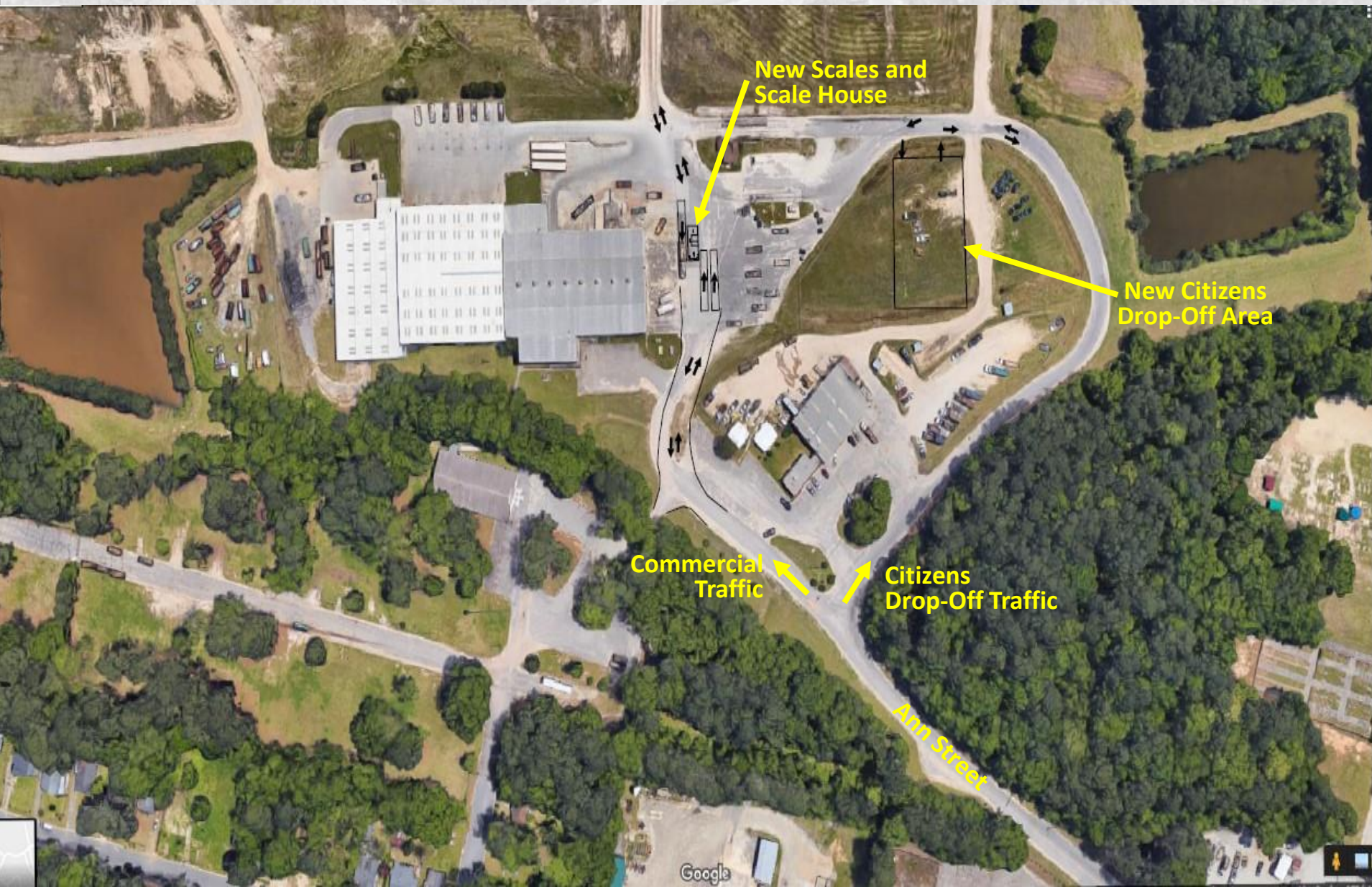


# Current Site Conditions



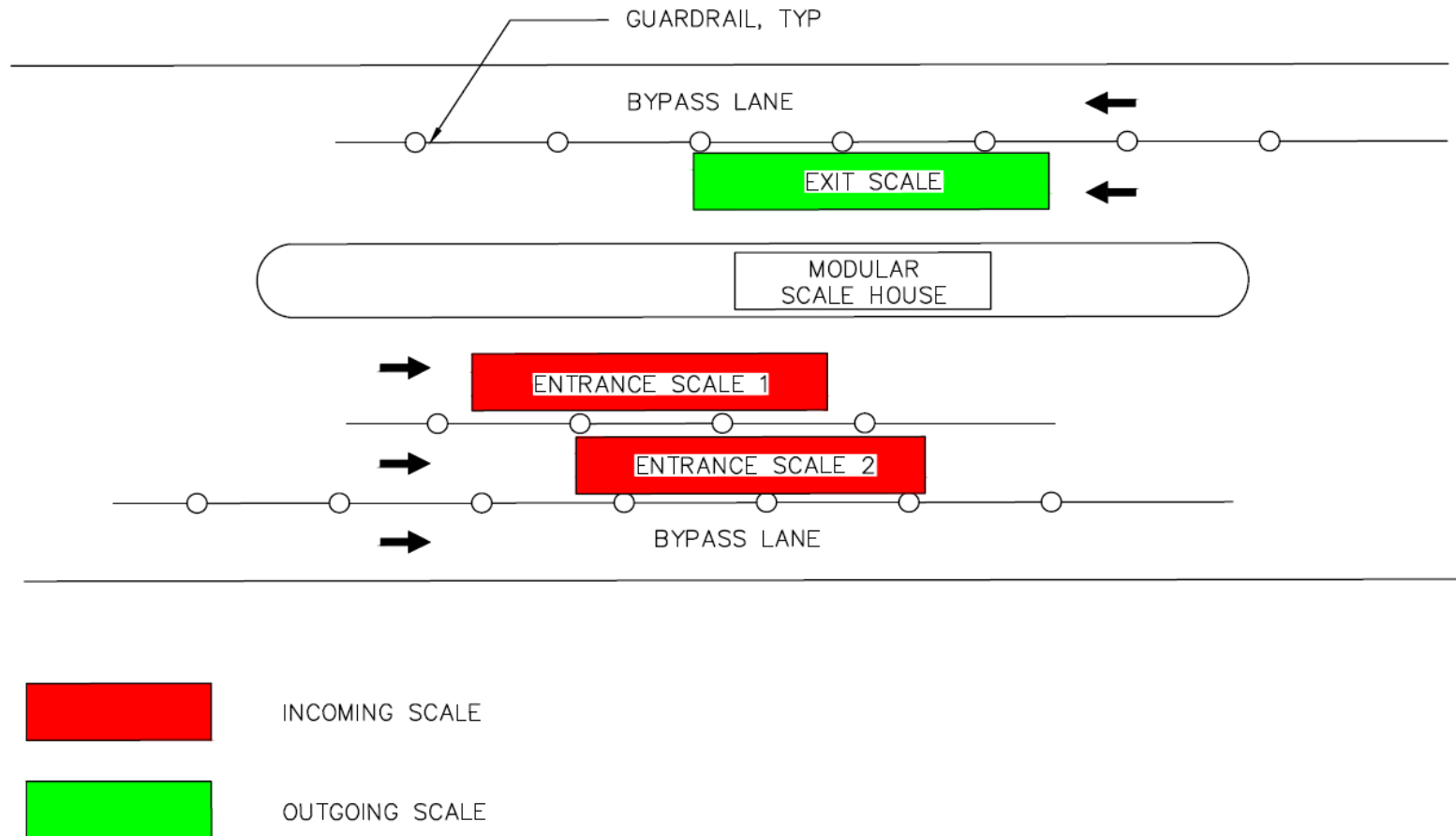


# Proposed Site Conditions

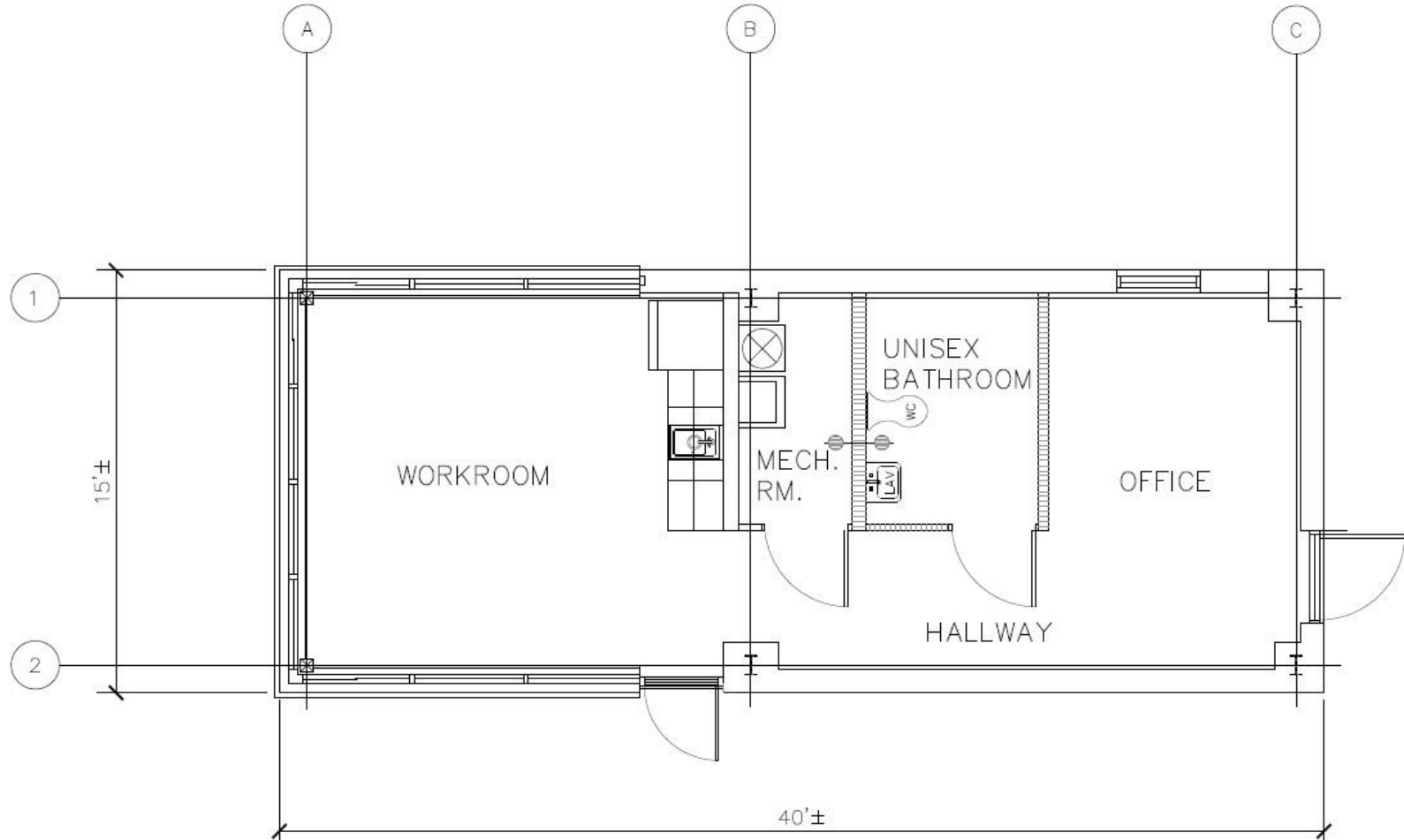




# New Scale and Scale House Layout



# Scale House Concept Plan



FLOOR PLAN

1/4"=1'-0"

# Summary and Recommendation

- Estimated Project Duration – 1 year
- Estimated Project Costs - \$1,400,000. Project to be funded with Fund Balance Appropriation.
- The Solid Waste Manager and County Management recommend approving Budget Revision No. 190112 to move forward with the Scalehouse and Convenience Center Improvements.
- We recommend placing this action item on the May 20<sup>th</sup> Board of Commissioners agenda as a consent item.



## **OFFICE OF THE TAX ADMINISTRATOR**

### **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MAY 20, 2019**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: JOSEPH R. UTLEY, JR., TAX ADMINISTRATOR**

**DATE: 5/10/2019**

**SUBJECT: CONTRACT WITH COUNTY TAX SERVICES, INC. (CTSI) FOR TAX AUDITING SERVICES**

#### **BACKGROUND**

Cumberland County consists of approximately 10,300 businesses that currently file annual business personal property returns for ad valorem property taxation and 815 businesses that file gross receipt returns.

NCGS 105-312 (b) "Duty to Discover and Assess Unlisted Property" states "It shall be the duty of the assessor to see that all property not properly listed during the regular listing period be listed, assessed and taxed..." In order to comply with the statute, Cumberland County Tax Administration has developed a compliance verification and education program to ensure taxpayers are filing their business listings and gross receipt returns timely and correctly.

The current contract with our third-party vendor, County Tax Services, Inc. is set to end June 30, 2019. In compliance with the County's Purchasing Policy, a Request for Proposals (RFP) was issued.

In accordance with N.C.G.S. § 105-289, the NC Department of Revenue maintains a list of qualified firms, of which 5 firms are listed. Three of the 5 firms responded with proposals. In the past, Cumberland County has employed two of the three responding firms and has valuable insight into their capabilities and performance.

A thorough review of the submitted proposals was conducted, and the ranking determined per the scoring grids attached. There were 3 submissions: County Tax Service Inc. (CTSI), Evans and Associates (E&A) and Tax Management Associates (TMA).

The final scores were as follows:

County Tax Services Inc.	370
Tax Management Associates	340
Evans and Associates	240

### **RECOMMENDATION / PROPOSED ACTION**

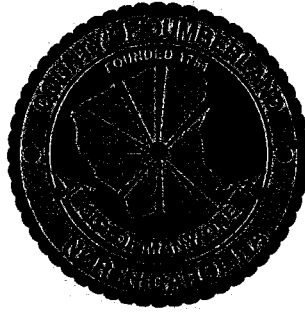
At the May 9, 2019 Agenda Session meeting, the Board of Commissioners approved placing the proposed action below on the Consent Agenda for the May 20, 2019 Board of Commissioners' Meeting:

Approval of the contract with County Tax Services Inc. (CTSI) to conduct auditing services for Cumberland County in support of their business listing and gross receipts returns compliance program.

### **ATTACHMENTS:**

Description	Type
RFP #0719AA, Request for Proposals	Backup Material
Vendor Score Sheets	Backup Material





# CUMBERLAND ★ COUNTY ★ NORTH CAROLINA

## RFP #0719-AA REQUEST FOR PROPOSALS

The Cumberland County Tax Department is seeking proposals from qualified firms for **Business Personal Property/Gross Receipts Auditing and Audit Appeal Services**. You are invited to submit a proposal in accordance with the information contained herein.

Proposals will be received until 12:00 pm, Thursday, April 11, 2019 local time in the office of the Tax Administrator, located at Cumberland County Courthouse, 5<sup>th</sup> Floor, 117 Dick Street, Fayetteville, N.C. 28301. No proposal will be accepted after this time and date.

The County reserves the right to reject any and/or all proposals, to waive immaterial informalities in the proposals, and to choose the proposal that is in the best interests of the County.

All questions regarding this RFP must be emailed to the Cumberland County Tax Administrator, Joseph R. Utley, Jr. at [jutley@co.cumberland.nc.us](mailto:jutley@co.cumberland.nc.us) by March 25, 2019 at 12:00 pm.

Amy Kinlaw  
Chief of Assessment and Collections

# **I. NOTICES TO PROPOSERS**

## **1. General**

It is the policy of Cumberland County that an employee, officer, or agent of the County may not participate in any manner in the bidding, awarding, or administering of contracts or agreements in which they, or a member of their immediate family, their business partner, or any organization in which they serve as an officer, director, trustee, or employee, have a financial interest.

The successful Proposer must comply with all provisions of the Americans with Disabilities Act (ADA) and all rules and regulations promulgated thereunder. By submitting a proposal, the successful Proposer agrees to indemnify the County from and against all claims, suits, damages, costs, losses, and expenses in any manner arising out of, or connected with, the failure of the Company, its subcontractors, agents, successors, assigns, officers, or employees to comply with the provisions of the ADA or the rules and regulations promulgated thereunder.

All proposals must be firm and not subject to increase, unless specified within the provisions of this Request for Proposals (RFP) and mutually agreed upon by the County and the Proposer.

No special inducements will be considered that are not a part of the original proposal document.

All proposals must be firm and not subject to increase.

Cumberland County reserves the right to hold proposals open for a period of one hundred and twenty (120) days after opening before making awards.

No special inducements will be considered that are not a part of the original bidding document.

## **2. County's Rights and Options**

The County, at its sole discretion, reserves the following rights:

- a. Toward supplement, amend, substitute or otherwise modify this RFP at any time.
- b. To cancel this RFP with or without the substitution of another RFP.
- c. To take any action affecting this RFP, this RFP process, or the services subject to this RFP that would be in the best interests of the County.
- d. To issue additional requests for information or clarification from offerors. To require one or more service providers to supplement, clarify or provide additional information in order for the County to evaluate the responses submitted.
- e. To negotiate an agreement with a service provider based on the information provided in response to this RFP.
- f. To award one or more contract(s).

## **3. Public Records**

Any material submitted in response to this RFP will become a "public record" once the Proposer's document(s) is opened and the Proposer is determined to be a participant in the solicitation process and shall be subject to public disclosure consistent with Chapter 132, North Carolina Statutes. Proposers must claim any applicable exemptions to disclosure provided by law in their response to this RFP. Proposers must identify materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary and legal. The County reserves the right to make all final determination(s) of the applicability of North Carolina General Statutes § 132-1.2, Confidential Information.

#### **4. Trade Secrets/Confidentiality**

Proposers must claim any material which qualifies as "trade secret" information under N.C.G.S. 66-152 (3) in their response to this RFP and must state the reasons why such exclusion from public disclosure is necessary and legal.

To properly designate material as trade secret under these circumstances, each Proposer must take the following precautions: (a) any trade secrets submitted by a Proposer should be submitted in a separate, sealed envelope marked "Trade Secret - Confidential and Proprietary Information - Do Not Disclose Except for the Purpose of Evaluating this Proposal," and (b) the same trade secret/confidentiality designation should be stamped on each page of the trade secret materials contained in the envelope.

**Any documents marked as Trade Secret must meet the legal definition. Do not attempt to designate your entire proposal as a trade secret, and do not attempt to designate pricing information as a trade secret.** Doing so may result in your proposal being disqualified.

In submitting a proposal, each Proposer agrees that the County may reveal any trade secret materials contained in such response to all County staff and County officials involved in the selection.

#### **5. Familiarity with Laws and Ordinances**

The submission of a proposal on the equipment and services requested herein shall be considered as a representation that the Proposer is familiar with all federal, state, and local laws, ordinances, rules and regulations which affect those engaged or employed in the provision of such services, or equipment used in the provision of such services, or which in any way affects the conduct of the provision of such services; and no plea of misunderstanding will be considered on account of ignorance thereof. If the Proposer discovers any provisions in the RFP documents that are contrary to or inconsistent with any law, ordinance, or regulation, it shall be reported to the County in writing without delay.

#### **6. Selection Process**

**6.1 Evaluation** – As part of the evaluation process, the Evaluation Panel may engage in discussions with one or more proposer(s). Discussions might be held with an individual proposer to determine in greater detail the proposer's qualifications, to explore with the proposer the scope and nature of the required contractual Services, to learn the proposer's proposed method of performance and the relative utility of alternative methods, and to facilitate arriving at a Contract that will be satisfactory to the County. An Evaluation Panel will evaluate proposals for quality, completeness, and price value to the County. Selection shall be made from all offers deemed to be fully qualified and best suited among those submitting proposals based on the evaluation of factors included in the RFP, including price. Price shall be considered, but need not be the sole determining factor. The Evaluation Panel may cancel this RFP or reject proposals at any time prior to an award and is not required to furnish a statement of the reason why a particular proposal was not deemed the most advantageous. The County reserves the right, as part of the selection process, to request on-site (or virtual) demonstrations and/or presentations.

**6.2 Evaluation Criteria** – Below is a description of the evaluation criteria that will be used to evaluate the proposals. To be deemed responsive, it is important for the firm's proposal to contain appropriate detail to demonstrate satisfaction of each criterion and compliance with the performance provisions outlined in this RFP. The proposal will be the primary source of information used in the evaluation process. The proposal must contain information specifically related to the proposed services requested in this RFP. Failure of any firm to submit information requested may result in the



elimination of the proposal from future evaluation. Major criteria to be considered in evaluation may include, but shall not necessarily be limited to:

- a. **Qualifications and Experience:** Proposers will be evaluated based on their qualifications and experience for performing the requested Ad Valorem/Gross Receipts Auditing and Appeal Defense Services.
- b. **Financial Results, Rate of Return:** Proposers will be evaluated based on Financial Returns and Success Rates as defined in the RFP's Vendor Proposal Requirements.
- a. **Price:** Price shall be considered, but need not be the sole determining factor.
- b. **Registration with the North Carolina Department of Revenue:** Primary consideration will be given to Proposers registered with the North Carolina Department of Revenue as a firm with expertise in auditing services being fully qualified to carry out such duties as this RFP requires; and that file annually a report with the Department of Revenue setting forth certain information as outlined in N.C.G.S 105-289 (i) (1-5).

## **7. Basis of Award**

Bid will be awarded to the vendor based upon the ability to meet or exceed all specifications and with consideration to cost to the County. The County reserves the right to reject any and all bids.

# **II. INSTRUCTIONS TO PROPOSERS**

## **1. Introduction**

This entire set of documents constitutes the RFP. The proposer must return the RFP with all information necessary to properly analyze the proposer's response in full, in the same numerical order in which it was issued. Proposer's notes, exceptions, and comments may be rendered on an attachment, provided the same format of this RFP text is followed.

## **2. RFP Response Submissions**

All proposals must be submitted in a sealed container or opaque envelope containing one (1) original proposal (please mark document as original) showing original signatures and seals and four (4) printed copies marked "Business Personal Property/Gross Receipts Audit and Audit Appeal Services for Cumberland County". Please include one (1) electronic copy of your proposal in PDF format on CD, flash drive or other electronic media.

Proposals must be submitted to the **Cumberland County Tax Administration, Attn: Mr. Joseph R. Utley, Jr., Cumberland County Courthouse, 5<sup>th</sup> Floor, 117 Dick Street, Fayetteville, N.C. 28301 or PO Box 449, Fayetteville, N.C. 28302, no later than 12:00 Noon, Thursday, April 11, 2019. Late proposals will not be considered.** Submittals will not be accepted by fax or electronic mail. All risk of late arrival due to unanticipated delay—is entirely on the Vendor. It is the sole responsibility of the Vendor to have the proposal to the County department specified by the specified time and date of opening. Any proposal received after the proposal submission deadline will be rejected.

The County will not be obligated for the expenses of any provider arising out of preparation and/or submittal of responses to this RFP. Any and all proposals to this RFP are to be prepared at the cost and expense of the respondents, with the express understanding that there may be no claims whatsoever for

the reimbursement of any costs, damages, or expenses relating to this procurement from the County or any other party for any reason (including the cancellation of this RFP).

Proposals must be made in the official name of the individual, firm, or corporation under which the business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the business entity submitting the proposal.

All proposals should be complete and carefully worded and must convey all the information requested by the County. If errors or exceptions are found in the proposal, or if the proposal fails to conform to the requirements of the RFP, the County will be the sole judge as to whether that variance is significant enough to reject the proposal.

Proposals should be prepared simply and economically. All data, materials, and documentation shall be available in a clear, concise form. The County reserves the right to reproduce proposals for internal use in the evaluation process.

Proposers are expressly forbidden from contacting any other County employee or Cumberland County elected official regarding this Request for Proposals. Any such outside contact may result in disqualification from the request for proposal process.

### **3. Proposer Questions and Inquiries**

All questions and inquiries relative to this RFP must be submitted in writing only **by 12:00 pm, Monday, March 25, 2019**, to Joseph R. Utley, Jr., Cumberland County Tax Administrator, e-mail: [jutley@co.cumberland.nc.us](mailto:jutley@co.cumberland.nc.us) or Fax: (910) 223-3343. The County will provide written responses to all inquiries received by this date, and responses will be made available to all recipients of this RFP. Any oral responses made by any representative of the County may not be relied upon. Any supplements or amendments to this RFP will be in writing and furnished to potential bidders.

All proposals should include a signed acknowledgement of any addendums issued.

## **III. SCOPE OF WORK & VENDOR'S RESPONSE REQUIREMENTS**

### **1. Scope of Work**

#### **1.1 Purpose of Specifications & Background**

Auditing services shall include; auditing Cumberland County Business Personal Property and Gross Receipts submitted listings and appeal support for audits completed by vendor regarding a wide range of Business Personal Property within Cumberland County.

The County of Cumberland has a population of approximately 332,546 and is approximately 661 square miles. The County of Cumberland consists of approximately 10,304 businesses that currently file annual business personal property returns for ad valorem property taxation and 815 businesses that file gross receipt returns. These businesses range from small establishments with minimal personal property value to large commercial and industrial entities with sizeable value.

The Tax Office employs seventy-three people for the purpose of identifying, inventorying, valuing, billing and collecting ad valorem taxes on all property in the county.

## **1.2 Responsibilities of the Vendor**

- A. An audit shall include the examination of a business taxpayer's accounting records to verify the accuracy of the taxpayer's business personal property report filings with Cumberland County Tax Administration for the current and five (5) prior years per NCGS 105.312.
- B. The Proposer shall be responsible for scheduling appointments with the taxpayer or taxpayer's agent for the performance of the audit following the assignment of the taxpayer's names and files by the Tax Administrator. All appointments must be confirmed in written correspondence prepared in duplicate by the Proposer and signed by the Tax Administrator.
- C. At the discretion of the Tax Administrator, an employee of the Tax Administrator's Office may be periodically assigned to accompany the Proposer's auditor in the audit performance. All expenses of such employee shall be the county's responsibility.
- D. The Proposer's auditor shall conduct an in-depth review of all accounting records reflecting assets owned by business taxpayers including both real and personal property. Upon completion, an audit report shall be completed in such detail as may be necessary to adequately reflect the audit findings including, but not limited to, a summary of non-reported property, understatements in listings, over listings, etc. The audit report shall be furnished to the Tax Administrator for review and approval prior to further contact being made with the taxpayer.
- E. The Proposer's auditor shall be available to the Tax Administrator for the purpose of defending the audit findings before the taxpayer, taxpayer's agent and through the appeals process. The County shall not be subject to any additional cost for auditor's time involved in this process unless otherwise agreed to by the County.
- F. The Proposer will be responsible for computing the valuation of property arising from the audit which may be subject to assessment for the current and prior years. All valuations shall be determined by the application of the County's appraisal methodology adopted and employed for the current and prior years. No employee of the Proposer shall attempt to negotiate valuation disputes unless authorized by the Tax Administrator.
- G. The Tax Administrator and staff shall have full control over the audit program and will be available at all times for consultation with the Proposer as may be deemed necessary to adequately implement and complete the audit program.
- H. Must be able to comply with Standard Tax Administration Letter Template when communicating with taxpayer.
- I. Must agree that Cumberland County Tax Administration will assign accounts for audit.
- J. Must agree to work in a capacity as one of multiple audit performing companies.
- K. Must understand that the County will provide data, either electronic or hard copy, or provide read-only access for contractor staff to pull data from the County system for a limited time period and

with a 2 week notice of arrival. Prepare an introduction letter on County letterhead and provide the letter to the Tax Administrator for signature and timely mailing.

- L. Must be willing to meet with the Taxpayer for each account and perform a Business Personal Property Tax and/or Gross Receipts audit for each assigned account.
- M. Must be able to inform the Tax Administrator of the audit findings after the audit is completed, and provide adequate work papers to support all audits, whether there is a discovery or no discovery.
- N. Upon County approval of the audit, must be able to prepare a discovery letter pursuant to G.S. §105-312, or a compliance letter (no Discovery), on County letterhead, together with a copy of the work papers, for the Tax Administrator's signature and mailing to the taxpayer.
- O. Must agree to allow County personnel to accompany proposer's firm on any local audits to assist in training for ongoing audit activities.
- P. Must not require that a contract with the Cumberland County Tax Administration department be exclusive for account auditing services.
- Q. Must provide Insurance Certificates in order to comply with Cumberland County Insurance Requirements (attached).
- R. An audit shall be deemed completed when the County is notified of the audit results and a final audit correspondence is provided to the County to be signed and mailed to the Account Owner. In connection with the determination of fees and expenses as provided herein, the Contractor shall maintain records with sufficient detail as may be required by the County for verification.
- S. If any audit performed by the Contractor enters the Appeals process, the Contractor will:
  - Appear at meetings with taxpayers and their representatives concerning the information identified in the audit, at no additional cost to the County.
  - Provide testimony and evidence at hearings before the County Tax Administrator, Board of Equalization and Review, North Carolina Property Tax Commission or other appeal level hearing concerning the information identified in the audit, at no additional cost to the County.

### **1.3 Responsibilities of County**

- A. Select and assign audits to be performed by the Contractor under the terms of any awarded Contract.
- B. Make available to the Contractor legible Business Personal Property and Gross Receipts Tax Listings for the purpose of Contractor making copies.
- C. Provide the Contractor with County letterhead and envelopes.
- D. Sign and mail approved letters to the taxpayers in a timely manner.
- E. Provide postage for mailing audit correspondence from County to the taxpayer.

- F. Inform the Contractor if any of the ongoing audits enter the appeals process or if any taxpayer sends County any additional information that may be vital to the audit.
- G. Provide the North Carolina Department of Revenue with the proper statement of confidentiality as required under the provisions of N.C.G.S. 105-289 and 105-299 for the personnel of the Contractor.
- H. Provide the Contractor a notarized authorization letter giving authority to conduct audits on behalf of County.
- I. All legal costs for the County involving taxpayer appeals resulting from an audit shall be the responsibility of the County. The Contractor shall be responsible for defending its audit findings throughout any appeals process without additional cost to the County.

## **2. Vendor's Response Requirements**

In order for a bid to be considered complete, proposer must be able to supply all items in the bid package. In addition, all requested information in the bid package must be completed and returned in its entirety to constitute a complete bid. **Vendors must include the following information, in the order as listed below.**

1. Must show Rate of Return for audited accounts in N.C. over the previous three (3) years. If work was completed in Cumberland County, please state Rate of Return in Cumberland County over the previous three (3) years as well.
2. Must show past performances regarding Discovery Appeal Outcomes for accounts in N.C. over the previous three (3) years.
3. Must include three (3) references of persons knowledgeable about the vendor's quality of work on similar projects. Please include names, addresses and telephone numbers of who may be contacted for reference.
4. Must show experience working in Large North Carolina Jurisdictions for auditing services over the past five (5) years.
5. Must include desired Minimum Amounts Assigned to be interested in consideration of bid.
6. Must include capacity regarding Maximum Amounts of Audit Services available to be rendered.
7. Must provide Fee Schedule Grid for fees based on initial business personal property account valuations. Vendors may submit fees by completing the chart in *Attachment C* or offer an alternative fee schedule based on the requirements detailed within the RFP (approximately 10,304 active accounts).
8. Must provide flat fee amount for Gross Receipts audits (approximately 815 active accounts).
9. The Proposer shall indicate their responsibility for defending its audit findings throughout any appeals process without additional cost to the County. Defense of audit findings shall include personal appearances at meetings with taxpayers or their representatives, and providing testimony and evidence at all hearings before the County Tax Administrator, Board of Equalization and

Review, N.C. Property Tax Commission, and any other appeal level concerning information identified in an audit performed by the Contractor as provided by this Agreement.

#### IV. CONTRACT TERMS AND CONDITIONS

1. **E-Verify Compliance:** Per N.C.G.S. 143-133.3“E-VERIFY. Proposer shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if the proposer utilizes a subcontractor, the Proposer shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.
2. **Iran Divestment Act:** Proposer hereby certifies that it is 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 Proposer utilize on this agreement any subcontractor on such list. This list, along with additional information about the Iran Divestment Act, is available on the Treasurer’s Office site at <https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-Divestment-Act-Resources.aspx>.
3. **Divestment from Companies that Boycott Israel:** Proposer hereby certifies that it is 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 it will not utilize on this agreement any subcontractor on said list.”
4. **Contract Period:** The services of the proposer shall begin no earlier than July 1, 2019, and continue through June 30<sup>th</sup>, 2021 with up to two (2) one year extensions provided that either party shall have the right to terminate the Agreement for services upon (30) thirty days’ notice in writing to the other party.
5. **Default and Termination:** Contractor may be found in default of contract if services are not performed to the degree of quality and frequency so stated herein.
6. **Invoicing Instructions:** Contractor will invoice the County thirty (30) days from the date of a discovery letter, no discovery letter, or other letter as directed by the County, informing the taxpayer of the audit findings, payable within 15 days following billing date, with breakdown of services by work submitted. Send invoices to: Cumberland County Tax Administration, 117 Dick Street, PO Box 449, Fayetteville, NC 28302.
7. **Authority to Transact Business:** Pursuant to N.C.G.S. Chapter 55 Article 15 entitled Foreign Corporations, the successful bidder must have on file with the Secretary of State of the State of North Carolina a Certificate of Authority to transact business in this state.
9. **Proprietary Rights:** County agrees that the proprietary rights to the computer database and spreadsheet systems that the Contractor has developed for auditing Business Personal Property Tax Listings will remain the property of the Contractor.
10. **General:**
  - A. Contracts awarded will be governed by the laws of the State of North Carolina.
  - B. Contracts awarded are not assignable, by either party, by operation of law or otherwise.

- C. Should any provision, portion or application thereof of Contracts awarded be determined by a court of competent jurisdiction to be illegal, unenforceable or in conflict with any applicable law or constitutional provision, the Parties shall negotiate an equitable adjustment in the affected provisions of any Contracts awarded with a view toward effecting the purpose of Contracts awarded, and the validity and enforceability of the remaining provisions, portions or applications thereof, shall not be impaired.
- D. The subject headings of the paragraphs are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. Contracts awarded shall be deemed to have been drafted by both parties, and no purposes of interpretation shall be made to the contrary.
- E. Contracts awarded including any attachments, will constitute the entire understanding between County and the Contractor and will supersede all prior understandings and agreements relating to the subject matter hereof. Any modification, revision or amendment to this Agreement must be in writing and executed by both parties. Contracts awarded may not be orally modified.

## **ATTACHMENT A**

### **PROPOSAL EXECUTION**

**Proposers:**

The undersigned bidder hereby declares that they have carefully examined the specifications contained herein and will provide all labor, materials, equipment, supervision, and insurance applicable to perform the service in accordance with the specifications and the requirements under the following sum to wit:

**PLEASE NOTE THE FOLLOWING:**

The contract period will be from the date of the award through June 30, 2021, with the possibility of two (2) one-year extensions provided both parties are in agreement and funds are made available for this extension.

If after thirty (30) days, the Contractor has not reached an acceptable level of service, they shall be given thirty (30) day notice that the contract will be terminated at the end of thirty (30) days, in which event the County will be responsible only for payment of services performed through the date of termination. The value of work completed shall be the sole determination of the County in such a case.

**By signing below the Proposer agrees to the following:**

The Proposer agrees that in carrying out this agreement, compliance will be maintained with all applicable federal, state, and local laws, specifically including, without limitations, the Occupational Safety and Health Act of 1970 and Section 1324A, the Immigration Reform and Control Act.

The Proposer certifies that the proposal is made in good faith and without collusion with any person submitting a proposal in response to this RFP or with any officer or employee of the County of Cumberland.

The undersigned further agrees, in connection with the performance of this agreement, not to discriminate against any employee or applicant for employment because of race, religion, color, gender, age, handicap, political affiliation or national origin.

The County reserves the right to hold proposals open for a period of one hundred and twenty (120) calendar days after due date before making awards.

Proposals are to be signed by an officer of the company authorized to bind the submitter to its provisions. Failure to manually sign the appropriate proposal form will disqualify the Proposer and the proposal will not be considered.



**This signature page must be completed and submitted with the proposal:**

**PROPOSAL EXECUTION AND SIGNATURE**

**The signature page must be completed and submitted with the proposal:** Proposals are to be signed by an officer of the company authorized to bind the submitter to its provisions. Failure to manually sign the appropriate proposal form will disqualify the proposer and the proposal will not be considered.

_____ Firm Name	_____ Authorized Signature (Notarized)
_____ Date	_____ Street Address (P.O. Box)
_____ Federal Identification No.	_____ City, State and Zip Code
_____ Telephone Number	_____ Email Address

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me \_\_\_\_\_  
(name)  
to me personally known, being duly sworn, did execute the foregoing proposal, and did so state that  
he/she was properly authorized by \_\_\_\_\_  
(Company name)  
to execute the proposal and did so on his/her free act and deed. **SEAL**

Notary Public \_\_\_\_\_ My commission expires \_\_\_\_\_

## **ATTACHMENT B**

### **MINIMUM INSURANCE REQUIREMENTS**

**Insurance.** The Contractor shall procure and maintain insurance against claims for injuries to persons and damages to property for the duration of the contract which may arise from or in connection with the performance of work hereunder by the Contractor, his agents, representatives, or subcontractors.

- A. **Commercial General Liability Insurance.** The Contractor shall maintain occurrence version commercial general liability insurance or equivalent form with a limit of not less than \$1,000,000 each occurrence. If such insurance contains a general aggregate limit, it shall be no less than two times the occurrence limit. Such insurance shall:
1. **Include Cumberland County, its officials, officers, and employees as additional insureds** with respect to performance of the Services. The coverage shall contain no special limitation on the scope of protection afforded to the above listed insureds. Please mail certificate of insurance to Cumberland County Finance Department, Attn: Amanda Bullard, 117 Dick Street, Fayetteville, NC 28301.
  2. Be primary with respect to any insurance or self-insured retention programs covering the County, its officials, officers and employees.
- B. **Business Automobile Liability Insurance.** The Contractor shall maintain business automobile liability insurance or equivalent form with a limit of not less than \$1,000,000 each accident. Such insurance shall include coverage for owned, hired, and non-owned automobiles.
- C. **Workers' Compensation and Employers' Liability Insurance.** The Contractor shall maintain workers' compensation insurance with North Carolina statutory limits and employers' liability insurance with limits of not less than \$100,000 each employee or each accident.
- D. **Professional Liability.** The Provider shall maintain occurrence version professional liability insurance or equivalent form with a limit of not less than \$1,000,000 each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this agreement and be no less than two times the occurrence limit.
- E. **Other Insurance Requirements.** The Contractor shall:
1. Prior to commencement of services, furnish the County with properly executed certificates of insurance which shall clearly evidence all insurance required in this section. Provide copies of endorsements and policies, if requested by the County, in lieu of or in addition to certificates of insurance.
  2. Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of the services.
  3. Maintain such insurance from the time services commence until services are completed.
  4. Place such insurance with insurers authorized to do business in North Carolina and having A.M. Best Company ratings of not less than A:VII. Any alternatives to this requirement shall require written approval of the County's Risk Manager.
- F. The Contractor understands and acknowledges that these insurance coverage requirements are minimums and that they do not restrict or limit the hold harmless provisions of this agreement.

## ATTACHMENT C

### COMPENSATION FEES

Value Range	Number of Accounts	Vendor's Fees
\$0.00 - \$49,999	8008	
\$50,000 - \$499,999	1975	
\$500,000 - \$999,999	153	
\$1,000,000 - \$4,999,999	140	
\$5,000,000 - \$19,999,999	14	
\$20,000,000 and >	14	

Vendor	CTSI - County Tax Associates Inc							
		Joe	Amy	Jennifer	Megan			
Is the Response on time?	Yes or No	Yes	Yes	Yes	Yes			
Does the Respondent reply to all parts of the RFP?	Yes or No	Yes	Yes	Yes	Yes			
Are the References included?	Yes or No	Yes	Yes	Yes	Yes			
Please rate each of the items below from 1 to 10 (with 10 being the highest using the following protocol). Give the best respondent a 10, 2nd best an 8, 3rd best a 6. In the case of a true tie, you can use the same number more than once; however, when possible try to differentiate scoring when you can.								
						Qualification and Experience	Financial Results, Rate of Return - inside NC	Price
Paragraph 2 Vendor Response Requirements								
Joe						10	10	10
Amy						8	10	10
Jennifer						8	10	10
Megan						8	10	10
Total Weight Factor						5	3	2
Max Potential Raw Score						40	40	40
Max Potential Weighted Points						200	120	80
Total Score						370	120	80
Notes								
*Areas you feel are highly beneficial or highly deficient or areas you feel should affect the outcome that is not reflected in the other scoring								
1	Significantly higher discovery rate (67%) in comparison to the other 2 firms at 40% & 33% respectively; ROI across NC last 5 years is \$3.07 per dollar							
2	Audits are conducted based on North Carolina laws and guidelines - strictly comply with the statutes; doesn't make decisions unilaterally							
3	Already established rapport with taxpayers and has an exceptional working relationship with Tax Administration's staff							
4	Doesn't charge CC on voided audits when no work conducted; charges a reduced fee of \$100 for voided audits where minimal work is done							
5	Gross Receipts charge considerably less than other two responders: \$400 versus \$600 & \$625 respectfully							
6	Firm's philosophy is that they are an extension of CC; they work for us, thereby, allowing the county to stay in control of the compliance program; the county is kept informed so they can maintain consistency, equity and fairness for all taxpayers							
7	Certified as a Woman-Owned Historically Underutilized Business with the NC Department of Administration							

Vendor		TMA - Tax Management Associates			
		Joe	Amy	Jennifer	Megan
Is the Response on time?	Yes or No	Yes	Yes	Yes	Yes
Does the Respondent reply to all parts of the RFP?	Yes or No	Yes	Yes	Yes	Yes
Are the References included?	Yes or No	Yes	Yes	Yes	Yes
Please rate each of the items below from 1 to 10 (with 10 being the highest using the following protocol). Give the best respondent a 10, 2nd best an 8, 3rd best a 6. In the case of a true tie, you can use the same number more than once; however, when possible try to differentiate scoring when you can.					
Paragraph 2 Vendor Response Requirements		Qualification and Experience	Financial Results, Rate of Return - inside NC	Price	
Joe		8	8	8	
Amy		8	8	8	
Jennifer		10	8	8	
Megan		10	8	8	
Total Weight Factor		5	3	2	
Max Potential Raw Score		40	40	40	
Max Potential Weighted Points		200	120	80	
Total Score		340	180	96	64
<b>Notes</b> <b>*Areas you feel are highly beneficial or highly deficient or areas you feel should affect the outcome that is not reflected in the other scoring</b>					
1	Average discovery rate (40%) is the 2nd lowest of the 3 audit firms submitting proposals and significantly lower than the first place firm (67%)				
2	Firm's philosophy is that discovery rates above 50% results in high appeals and subsequent reductions; past experience indicates a unilateral decision on what to discover (without consulting with the county) to avoid appeals thus resulting in lower discovery percentage				
3	When previously conducted audits for CC, a great deal of errors were found and work had to be sent back frequently for rework				
4	Sole vendor option with a very low flat rate for all accounts - not recommended as smaller accounts get quicker glance & deemed in compliance				
5	Multiple vendor option prices are in-line with market rates and prices, but the single vendor price is not an option				

Vendor	E&A - Evans and Associates				
		Joe	Amy	Jennifer	Megan
Is the Response on time?	Yes or No	Yes	Yes	Yes	Yes
Does the Respondent reply to all parts of the RFP?	Yes or No	Yes	Yes	Yes	Yes
Are the References included?	Yes or No	Yes	Yes	Yes	Yes
Please rate each of the items below from 1 to 10 (with 10 being the highest using the following protocol). Give the best respondent a 10, 2nd best an 8, 3rd best a 6. In the case of a true tie, you can use the same number more than once; however, when possible try to differentiate scoring when you can.					
Paragraph 2 Vendor Response Requirements		Qualification and Experience		Financial Results, Rate of Return - inside NC	
Joe		6		6	
Amy		6		6	
Jennifer		6		6	
Megan		6		6	
Total Weight Factor		5		3	
Max Potential Raw Score		40		40	
Max Potential Weighted Points		200		120	
Total Score		240		72	
<b>Notes</b> <b>*Areas you feel are highly beneficial or highly deficient or areas you feel should affect the outcome that is not reflected in the other scoring</b>					
1	Average discovery rate (33%) is the lowest of the 3 audit firms submitting proposals				
2	Audit firm considers smaller variances immaterial, stating non-taxation generates goodwill toward the county				
3	Firms approach will result in a lower discovery rate and doesn't strictly follow the discovery statute stating the assessors duty to see that all property not properly listed during the regular listing period be listed, assessed and taxed				
4	Additional fees for any audit or appeal over 40-hours (\$75/hr.); RFP requirement to defend audits at no additional cost to the county				
5	An additional per hour rate will make budgeting difficult especially for drawn out appeals when a tax representative or attorney is involved				



**FINANCE OFFICE**

**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MAY 20, 2019**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: VICKI EVANS, FINANCE DIRECTOR**

**DATE: 5/10/2019**

**SUBJECT: FISCAL YEAR 2019 AUDIT CONTRACT WITH CHERRY BEKAERT LLP**

**BACKGROUND**

On April 18, 2016 the Board of Commissioners approved a three-year agreement for Cherry Bekaert to perform the annual audit for Cumberland County. The fiscal year 2019 audit contract is the last year within that three-year agreement. The contract amount of \$118,750 is inclusive of full financial and single audit completion and report writing.

**RECOMMENDATION / PROPOSED ACTION**

At the May 9, 2019 Agenda Session meeting, the Board of Commissioners unanimously approved placing the following action on the Consent Agenda for the May 20, 2019 Board of Commissioners' meeting:

Approve the fiscal year 2019 audit contract with Cherry Bekaert LLP in the amount of \$118,750.

**ATTACHMENTS:**

Description

FY2019 Cherry Bekaert audit contract

Type

Backup Material

The	Governing Board
of	Primary Government Unit County of Cumberland, North Carolina
and	Discretely Presented Component Unit (DPCU) (if applicable) Cumberland County Tourism Development Authority

*Primary Government Unit, together with DPCU (if applicable), hereinafter referred to as Governmental Unit(s)*

and	Auditor Name Cherry Bekaert LLP
	Auditor Address P.O. Box 88037, Fayetteville, North Carolina 28304

*Hereinafter referred to as Auditor*

for	Fiscal Year Ending 06/30/19	Audit Report Due Date 10/31/19
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*Must be within four months of FYE*

hereby agree as follows:

1. The Auditor shall audit all statements and disclosures required by U.S. generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit(s). The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business- type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types).

2. At a minimum, the Auditor shall conduct his/her audit and render his/her report in accordance with GAAS. The Auditor shall perform the audit in accordance with *Government Auditing Standards* if required by the State Single Audit Implementation Act, as codified in G.S. 159-34. If required by OMB *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and the State Single Audit Implementation Act, the Auditor shall perform a Single Audit. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit performed under the requirements found in Subpart F of the Uniform Guidance (§200.501), it is recommended that the Auditor and Governmental Unit(s) jointly agree, in advance of the execution of this contract, which party is responsible for submission of the audit and the accompanying data collection form to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512).

If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board).

**County and Multi-County Health Departments:** The Office of State Auditor will require Auditors of these Governmental Units to perform agreed upon procedures (AUPs) on eligibility determination on certain programs. Both Auditor and Governmental Unit agree that Auditor shall complete and report on these AUPs on



eligibility determination as required by OSA and in accordance with the instructions and timeline provided by OSA.

3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.

4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit, the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the LGC staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.

5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2011 revisions, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he/she has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of the most recent peer review report to the Governmental Unit(s) and the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon auditor's receipt of an updated peer review report. If the audit firm received a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to *Government Accounting Standards* or if financial statements are not prepared in accordance with U.S. generally accepted accounting principles (GAAP) and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment to this contract or in an amendment.

6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to LGC staff within four months of fiscal year end. If it becomes necessary to amend this due date or the audit fee, an amended contract along with a written explanation of the delay shall be submitted to the Secretary of the LGC for approval.

7. It is agreed that GAAS include a review of the Governmental Unit's (Units') systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his/her findings, together with his recommendations for improvement. That written report shall include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.

8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's (Units') records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. (This also includes any progress billings.) [G.S. 159-34 and 115C-447] All invoices for Audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoice marked 'approved' with approval date shall be returned to

the Auditor to present to the Governmental Unit(s) for payment. Approval is not required on contracts and invoices for system improvements and similar services of a non-auditing nature.

9. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. This does not include fees for any pre-issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item 12).

10. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC staff simultaneously with the Governmental Unit's (Units') audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.

11. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board upon completion.

12. If the audit firm is required by the NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit(s) shall not be billed for the pre-issuance review. The pre-issuance review shall be performed prior to the completed audit being submitted to LGC Staff. The pre-issuance review report shall accompany the audit report upon submission to LGC Staff.

13. The Auditor shall submit the report of audit in PDF format to LGC Staff when (or prior to) submitting the final invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the LGC by any interested parties. Any subsequent revisions to these reports shall be sent to the Secretary of the LGC along with an Audit Report Reissued Form (available on the Department of State Treasurer website). These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit(s) without requiring consent of the Auditor. If the LGC Staff determines that corrections need to be made to the Governmental Unit's (Units') financial statements, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC staff.

If the OSA designates certain programs to be audited as major programs, as discussed in Item 2, a turnaround document and a representation letter addressed to the OSA shall be submitted to LGC Staff.

14. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the

Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.

15. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing, on the Amended LGC-205 contract form and pre-audited if the change includes a change in audit fee (pre-audit requirement does not apply to charter schools). This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC, the Governing Board, and the Auditor.

16. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 26 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.

17. Special provisions should be limited. Please list any special provisions in an attachment.

18. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the parent government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and finance officer also shall be included on this contract.

19. The contract shall be executed, pre-audited (pre-audit requirement does not apply to charter schools), and physically signed by all parties including Governmental Unit(s) and the Auditor, then submitted in PDF format to the Secretary of the LGC.

20. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.

21. Retention of Client Records: Auditors are subject to the NC State Board of CPA Examiners' Retention of Client Records Rule 21 NCAC 08N .0305 as it relates to the provision of audit and other attest services, as well as non-attest services. Clients and former clients should be familiar with the requirements of this rule prior to requesting the return of records.

22. This contract may be terminated at any time by mutual consent and agreement of the Governmental Unit(s) and the Auditor, provided that (a) the consent to terminate is in writing and signed by both parties, (b) the parties have agreed on the fee amount which shall be paid to the Auditor (if applicable), and (c) no termination shall be effective until approved in writing by the Secretary of the LGC.

23. The Governmental Unit's (Units') failure or forbearance to enforce, or waiver of, any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

24. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.



25. E-Verify. Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.
26. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Item 16 for clarification).
27. The process for submitting contracts, audit reports and invoices is subject to change. Auditors and units should use the submission process and instructions in effect at the time of submission. Refer to the N.C. Department of State Treasurer website at <https://www.nctreasurer.com/slg/Pages/Audit-Forms-and-Resources.aspx>.
28. All communications regarding audit contract requests for modification or official approvals will be sent to the email addresses provided on the signature pages that follow.

**FEES FOR AUDIT SERVICES**

For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and *Governmental Auditing Standards* (as applicable). Bookkeeping and other non-attest services necessary to perform the audit shall be included under this contract. However, bookkeeping assistance shall be limited to the extent that the Auditor is not auditing his or her own work or making management decisions. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience necessary to oversee the services and accept responsibility for the results of the services. Financial statement preparation assistance shall be deemed a "significant threat" requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. The Auditor shall maintain written documentation of his or her compliance with these standards in the audit work papers.

Fees may not be included in this contract for work performed on Annual Financial Information Reports (AFIRs), Form 990s, or other services not associated with audit fees and costs. Such fees may be included in the engagement letter, but may not be included in this contract or in any invoices requiring approval of the LGC. See Items 8, 9, and 12 for details on other allowable and excluded fees.

Prior to submission of the completed audited financial report, applicable compliance reports and amended contract (if required) the Auditor may submit invoices for approval for services rendered, not to exceed 75% of the total of the stated fees below. If the current contracted fee is not fixed in total, invoices for services rendered may be approved for up to 75% of the prior year audit fee. Should the 75% cap provided below conflict with the cap calculated by LGC staff based on the prior year audit fee on file with the LGC, the LGC calculation prevails.

**20 NCAC 03 .0505: All invoices for services rendered in an audit engagement as defined in 20 NCAC 3 .0503 shall be submitted to the Commission for approval before any payment is made. Payment before approval is a violation of law.**

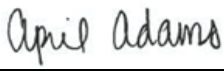
**PRIMARY GOVERNMENT FEES**

Primary Government Unit	County of Cumberland, North Carolina
Audit	\$ 94,250
Writing Financial Statements	\$ 19,500
All Other Non-Attest Services	\$ 0
75% Cap for Interim Invoice Approval	\$ 85,313.00

**DPCU FEES (if applicable)**

Discretely Presented Component Unit	Cumberland County Tourism Development Authority
Audit	\$ 5,000
Writing Financial Statements	\$ 0
All Other Non-Attest Services	\$ 0
75% Cap for Interim Invoice Approval	\$ 3,750.00

**SIGNATURE PAGE****AUDIT FIRM**

Audit Firm Cherry Bekaert LLP	
Authorized Firm Representative (typed or printed) April Adams	Signature 
Date 03/12/19	Email Address aadams@cbh.com

**GOVERNMENTAL UNIT**

Governmental Unit County of Cumberland, North Carolina	
Date Primary Government Unit Governing Board Approved Audit Contract (Ref: G.S. 159-34(a) or G.S. 115C-447(a))	
Mayor/Chairperson (typed or printed)	Signature
Date	Email Address

Chair of Audit Committee (typed or printed, or "NA")	Signature
Date	Email Address

**GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE***(Pre-audit certificate not required for charter schools)*

Required by G.S. 159-28(a1) or G.S. 115C-441(a1)

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

Primary Governmental Unit Finance Officer (typed or printed) Vicki Evans	Signature
Date of Pre-Audit Certificate	Email Address vevans@co.cumberland.nc.us



**SIGNATURE PAGE – DPCU**  
**(complete only if applicable)**

**DISCRETELY PRESENTED COMPONENT UNIT**

DPCU Cumberland County Tourism Development Authority	
Date DPCU Governing Board Approved Audit Contract (Ref: G.S. 159-34(a) or G.S. 115C-447(a))	
DPCU Chairperson (typed or printed)	Signature
Date	Email Address

Chair of Audit Committee (typed or printed, or "NA")	Signature
Date	Email Address

**DPCU – PRE-AUDIT CERTIFICATE**  
*(Pre-audit certificate not required for charter schools)*

Required by G.S. 159-28(a1) or G.S. 115C-441(a1)

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

DPCU Finance Officer (typed or printed) Vicki Evans	Signature
Date of Pre-Audit Certificate	Email Address vevans@co.cumberland.nc.us

Remember to print this form, and obtain all  
 required signatures prior to submission.

PRINT



## **FINANCE OFFICE**

### **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MAY 20, 2019**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: VICKI EVANS, FINANCE DIRECTOR**

**DATE: 5/10/2019**

**SUBJECT: RESCIND BID AWARD FOR AERIAL MOSQUITO CONTROL CONTRACT**

#### **BACKGROUND**

The Board of Commissioners awarded a standby contract for aerial mosquito control services to Williams Air Service, Inc., on November 19, 2018.

Staff notified the vendor of bid award. In the process of getting the contract process started, the vendor verbally declined contract execution, stating they could not meet the requirements of the bid specifications or honor their bid prices. On March 15, 2019 a certified letter was mailed to the vendor, notifying them that an executed contract was needed by April 5, 2019 or the County would proceed with rescinding the bid award.

The vendor did not respond in writing but called and stated they could not honor their bid.

#### **RECOMMENDATION / PROPOSED ACTION**

At the May 9, 2019 Agenda Session meeting, the Board of Commissioners approved placing the proposed action below on the Consent Agenda for the May 20, 2019 Board of Commissioners' meeting:

Rescind the bid award to Williams Air Service, Inc. for bid number 19-4-HLTH and issue a new request for bids for standby mosquito aerial spraying services.



## **ENGINEERING AND INFRASTRUCTURE DEPARTMENT**

### **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MAY 20, 2019**

**TO: BOARD OF COUNTY COMMISSIONERS**

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

**DATE: 5/13/2019**

**SUBJECT: CUMBERLAND COUNTY BRAGG ESTATES SANITARY SEWER  
EASEMENT**

#### **BACKGROUND**

The Board of Commissioners (BOC) accepted and approved the Letter of Conditions from USDA Rural Development for the Bragg Estates Loan and Grant at their meeting on December 15, 2014. The following conditions were accepted; a Rural Utilities Service (RUS) loan not to exceed \$497,000, a RUS grant not to exceed \$1,453,000, and a contribution from Cumberland County of \$50,000 for a total project cost of \$2,000,000.

The Public Utilities Division has been working with McGill Associates and the Department of the Army, Corps of Engineers, to acquire a utility easement for the sewer installation across property that is owned by the Corps of Engineers. The request for an easement was sent to the Corps of Engineers in 2017 and had to move through their procedural processes before getting to this step of execution of an agreement. Staff and the engineering firm of McGill Associates have met with and communicated with staff from different agencies within the Corps of Engineers in order to meet their administrative procedures. USDA Rural Development Staff, Judy Hunt and Steve Smith, have been involved throughout this process to assist in every way that they could to help move the project forward. The need for this easement is extremely critical as it provides the most cost-effective route for the construction of the sanitary sewer system to serve the Bragg Estates Subdivision.

#### **RECOMMENDATION / PROPOSED ACTION**

At the May 9, 2019 Agenda Session Meeting, the Board of Commissioners approved placing the proposed actions as a Consent Item on both the May 20, 2019 Board of Commissioner's Meeting and the May 20, 2019 Bragg Estates Water and Sewer District Meeting:

1. Execute Easement No. DACA21-2-19-0022 with the Department of the Army, Corps of Engineers, for the construction of the Bragg Estates Sanitary Sewer System.

2. Approve payment for easement in the amount of \$7,340.

**ATTACHMENTS:**

Description

Type

Easement Maps

Backup Material

Easement Document

Backup Material



## Exhibit A

Three permanent sewer easements and five temporary construction easements all situated on the property of the United States Government as described in Deed Book 4598, Page 357 and shown in Plat Book 93, Page 119, being located in the Manchester Township, Cumberland County, North Carolina, and being more particularly described as follows:

### PERMANENT SEWER EASEMENT No. 1

Commence at the NGS concrete monument "U 2519 CB" PID AJ8063 (NAD83(2011) N:491532.42 E:1996637.89); thence North 00°58'46" East, 35016.49 feet to a one half inch open top iron pin found at the intersection of the northern right-of-way of Vass Road (Highway 390) and the western right-of-way of the abandoned Atlantic Coast Railroad right-of-way, and being the southeastern corner of Lot 1, Block A as shown in Plat Book 29, Page 10; thence along the northern right-of-way of Vass Road, South 74°03'30" East, 49.72 feet to the point of beginning of the permanent sewer easement herein described; thence from said **POINT OF BEGINNING**, and leaving said northern road right-of-way, North 34°57'08" West, 61.17 feet; thence North 22°59'38" West, 323.27 feet; thence South 84°37'25" West, 33.55 feet to a point on the eastern boundary of Bragg Estates, Section 2 as recorded in Plat Book 30, Page 36; thence along said eastern boundary, North 23°56'25" West, 31.65 feet; thence leaving said eastern boundary, North 84°37'25" East, 33.57 feet; thence North 24°23'18" West, 430.86 feet; thence South 78°11'37" West, 29.31 feet to a point on the eastern boundary of Bragg Estates, Section 2 as recorded in Plat Book 30, Page 36; thence along said eastern boundary, North 24°41'10" West, 6.94 feet to a two inch pipe found; thence leaving said eastern boundary, North 23°57'39" West, 23.77 feet; thence North 78°11'37" East, 59.92 feet; thence South 24°23'18" East, 476.12 feet; thence South 22°59'38" East, 331.29 feet; thence South 34°57'08" East, 94.94 feet to a point on the northern right-of-way of Vass Road; thence along said northern road right-of-way, North 74°03'30" West, 3.46 feet to a one quarter inch rebar found in the base of a tree; thence continuing along said northern right-of-way, North 74°03'30" West, 44.11 feet to the point of beginning. Containing 0.656 ACRES.

### TEMPORARY CONSTRUCTION EASEMENT No. 2

Commence at the NGS concrete monument "U 2519 CB" PID AJ8063 (NAD83(2011) N:491532.42 E:1996637.89); thence North 00°58'46" East, 35016.49 feet to a one half inch open top iron pin found at the intersection of the northern right-of-way of Vass Road (Highway 390) and the western right-of-way of the abandoned Atlantic Coast Railroad right-of-way, and being the southeastern corner of Lot 1, Block A as shown in Plat Book 29, Page 10; thence along the northern right-of-way of Vass Road, South 74°03'30" East, 93.83 feet to a one quarter inch rebar found in the base of a tree; thence continuing along said northern right-of-way, South 74°03'30" East, 3.46 feet to the point of beginning of the temporary construction easement herein described; thence from said **POINT OF BEGINNING**, and leaving said northern road right-of-way, North 34°57'08" West, 38.99 feet; thence North 13°20'57" East, 7.83 feet; thence South 75°09'57" East, 10.27 feet to a point on the eastern right-of-way of the abandoned Atlantic Coast Railroad right-of-way; thence along said abandoned railroad right-of-way, South 23°51'43" East, 42.46 feet to a point on the northern right-of-way of Vass Road (Highway 390); thence along said northern road right-of-way, North 74°03'30" West, 6.84 feet to the point of beginning. Containing 0.009 ACRES.

### **TEMPORARY CONSTRUCTION EASEMENT No. 3**

Commence at the NGS concrete monument "U 2519 CB" PID AJ8063 (NAD83(2011) N:491532.42 E:1996637.89); thence North 00°58'46" East, 35016.49 feet to a one half inch open top iron pin found at the intersection of the northern right-of-way of Vass Road (Highway 390) and the western right-of-way of the abandoned Atlantic Coast Railroad right-of-way, and being the southeastern corner of Lot 1, Block A as shown in Plat Book 29, Page 10; thence along the northern right-of-way of Vass Road, South 74°03'30" East, 93.83 feet to a one quarter inch rebar found in the base of a tree; thence continuing along said northern road right-of-way, South 74°03'30" East, 10.30 feet to a point on the eastern right-of-way of the abandoned Atlantic Coast Railroad right-of-way and the point of beginning of the temporary construction easement herein described; thence from said **POINT OF BEGINNING**, leaving said northern right-of-way and along said abandoned railroad right-of-way, North 23°51'43" West, 42.46 feet; thence leaving said abandoned railroad right-of-way, South 75°09'57" East, 34.85 feet; thence South 14°13'51" West, 33.30 feet to a point on the northern right-of-way of Vass Road (Highway 390); thence along said northern road right-of-way, North 74°03'30" West, 8.66 feet to the point of beginning. Containing 0.017 ACRES.

### **TEMPORARY CONSTRUCTION EASEMENT No. 4**

Commence at the NGS concrete monument "U 2519 CB" PID AJ8063 (NAD83(2011) N:491532.42 E:1996637.89); thence North 00°58'46" East, 35016.49 feet to a one half inch open top iron pin found at the intersection of the northern right-of-way of Vass Road (Highway 390) and the western right-of-way of the abandoned Atlantic Coast Railroad right-of-way, and being the southeastern corner of Lot 1, Block A as shown in Plat Book 29, Page 10; thence along the northern right-of-way of Vass Road, South 74°03'30" East, 93.83 feet to a one quarter inch rebar found in the base of a tree; thence continuing along said northern road right-of-way, South 74°03'30" East, 89.35 feet to the point of beginning of the temporary construction easement herein described; thence from said **POINT OF BEGINNING**, and leaving said northern road right-of-way, North 16°39'44" East, 33.73 feet; thence South 73°20'16" East, 45.01 feet; thence South 16°39'44" West, 33.17 feet to a point on the northern right-of-way of Vass Road (Highway 390); thence along said northern road right-of-way, North 74°03'30" West, 45.01 feet to the point of beginning. Containing 0.035 ACRES.

### **TEMPORARY CONSTRUCTION EASEMENT No. 5**

Commence at the NGS concrete monument "U 2519 CB" PID AJ8063 (NAD83(2011) N:491532.42 E:1996637.89); thence North 00°58'46" East, 35016.49 feet to a one half inch open top iron pin found at the intersection of the northern right-of-way of Vass Road (Highway 390) and the western right-of-way of the abandoned Atlantic Coast Railroad right-of-way, and being the southeastern corner of Lot 1, Block A as shown in Plat Book 29, Page 10; thence leaving said northern road right-of-way, South 23°51'43" East, 78.10 feet to a point at the intersection of the eastern boundary of Bragg Estates, Section 1 as recorded in Plat Book 29, Page 10 and the southern right-of-way of Vass Road (Highway 390); thence along said southern road right-of-way, South 73°53'12" East, 15.71 feet to the point of beginning of the temporary construction easement herein described; thence from said **POINT OF BEGINNING**, and along said southern road right-of-way, South 73°53'12" East, 45.03 feet; thence leaving said southern road right-of-way, South 14°37'16" West, 30.37 feet; thence North 75°22'44" West, 35.31 feet to a point on the eastern boundary of Bragg Estates, Section 1 as recorded in Plat Book 29, Page 10; thence along said eastern boundary,

North 23°51'43" West, 15.58 feet; thence leaving said eastern boundary, North 14°37'16" East, 19.35 feet to the point of beginning. Containing 0.031 ACRES.

#### **PERMANENT SEWER EASEMENT No. 6**

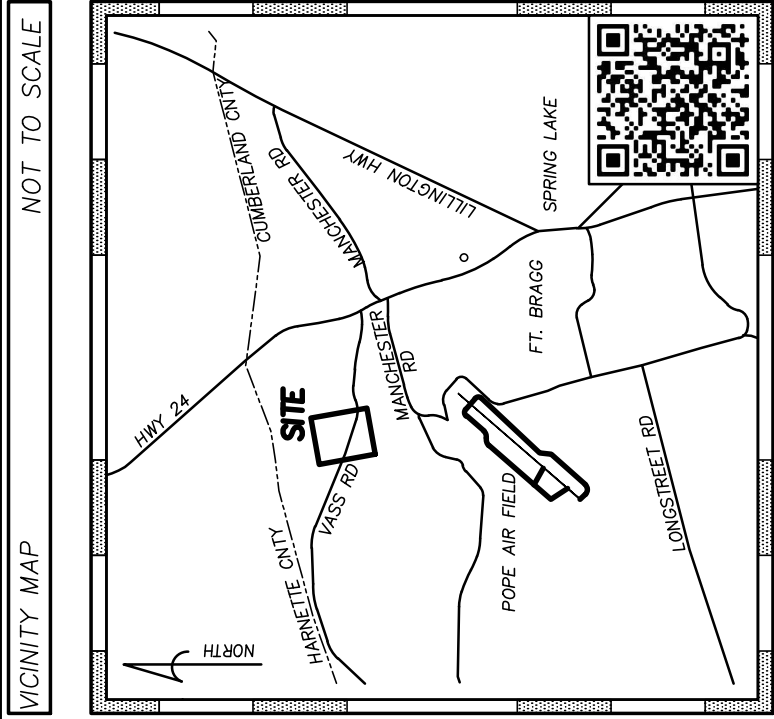
Commence at the NGS concrete monument "U 2519 CB" PID AJ8063 (NAD83(2011) N:491532.42 E:1996637.89); thence North 00°58'46" East, 35016.49 feet to a one half inch open top iron pin found at the intersection of the northern right-of-way of Vass Road (Highway 390) and the western right-of-way of the abandoned Atlantic Coast Railroad right-of-way, and being the southeastern corner of Lot 1, Block A as shown in Plat Book 29, Page 10; thence leaving said northern road right-of-way, South 23°51'43" East, 78.10 feet to a point at the intersection of the eastern boundary of Bragg Estates, Section 1 as recorded in Plat Book 29, Page 10 and the southern road right-of-way of Vass Road (Highway 390); thence leaving said southern road right-of-way and along said eastern boundary, South 23°51'43" East, 174.66 feet to the point of beginning of the permanent sewer easement herein described; thence from said **POINT OF BEGINNING**, and leaving said eastern boundary, South 74°14'15" East, 37.16 feet; thence South 26°01'02" East, 22.59 feet; thence North 51°24'51" East, 18.33 feet; thence North 12°13'04" West, 153.84 feet to a point on the southern right-of-way for Vass Road (Highway 390); thence along said southern road right-of-way, South 73°53'12" East, 2.28 feet to a point at the intersection of the southern right-of-way for Vass Road (Highway 390) and the eastern right-of-way of the abandoned Atlantic Coast Railroad right-of-way; thence leaving said southern road right-of-way and along said abandoned railroad right-of-way, South 23°51'43" East, 138.72 feet; thence leaving said abandoned railroad right-of-way South 12°13'04" East, 35.50 feet; thence South 51°24'51" West, 5.58 feet; thence South 12°13'04" East, 67.53 feet; thence South 23°35'50" East, 255.92 feet; thence South 23°47'38" East, 376.42 feet; thence South 23°39'31" East, 393.91 feet; thence South 23°44'04" East, 307.33 feet; thence South 63°31'08" West, 50.15 feet to a point on the eastern boundary of Bragg Estates, Section 7 as recorded in Plat Book 36, Page 46; thence along said eastern boundary, North 22°26'35" West, 20.02 feet; thence leaving said eastern boundary, North 63°31'08" East, 30.16 feet; thence North 23°44'02" West, 288.27 feet; thence North 23°39'31" West, 393.90 feet; thence North 23°47'38" West, 376.43 feet; thence North 23°35'50" West, 257.95 feet; thence North 12°13'04" West, 59.60 feet; thence South 51°24'51" West, 47.40 feet to a point on the eastern boundary of Bragg Estates, Section 3 as recorded in Plat Book 31, Page 31; thence along said eastern boundary, North 23°51'43" West, 85.04 feet to the point of beginning. Containing 0.792 ACRES.

#### **TEMPORARY CONSTRUCTION EASEMENT No. 7**

Commence at the NGS concrete monument "U 2519 CB" PID AJ8063 (NAD83(2011) N:491532.42 E:1996637.89); thence North 00°58'46" East, 35016.49 feet to a one half inch open top iron pin found at the intersection of the northern right-of-way of Vass Road (Highway 390) and the western right-of-way of the abandoned Atlantic Coast Railroad right-of-way, and being the southeastern corner of Lot 1, Block A as shown in Plat Book 29, Page 10; thence leaving said northern road right-of-way, South 23°51'43" East, 78.10 feet to a point at the intersection of the eastern boundary of Bragg Estates, Section 1 as recorded in Plat Book 29, Page 10 and the southern right-of-way of Vass Road (Highway 390); thence along said southern road right-of-way, South 73°53'12" East, 136.20 feet to the point of beginning of the temporary construction easement herein described; thence from said **POINT OF BEGINNING**, and along said southern road right-of-way, South 73°53'12" East, 42.39 feet; thence leaving said southern road right-of-way, South 16°39'44" West, 29.86 feet; thence North 73°20'16" West, 26.14 feet; thence North 12°13'04" West, 33.63 feet to the point of beginning. Containing 0.023 ACRES.

#### **PERMANENT SEWER EASEMENT No. 8**

Commence at the NGS concrete monument "U 2519 CB" PID AJ8063 (NAD83(2011) N:491532.42 E:1996637.89); thence North 00°58'46" East, 35016.49 feet to a one half inch open top iron pin found at the intersection of the northern right-of-way of Vass Road (Highway 390) and the western right-of-way of the abandoned Atlantic Coast Railroad right-of-way, and being the southeastern corner of Lot 1, Block A as shown in Plat Book 29, Page 10; thence leaving said northern road right-of-way, South 23°51'43" East, 78.10 feet to a point at the intersection of the eastern boundary of Bragg Estates, Section 1 as recorded in Plat Book 29, Page 10 and the southern right-of-way of Vass Road (Highway 390); thence along said southern road right-of-way, South 73°53'12" East, 104.40 feet to a point located at the intersection of the southern right-of-way for Vass Road (Highway 390) and the eastern right-of-way of the abandoned Atlantic Coast Railroad right-of-way and the point of beginning of the permanent sewer easement herein described; thence from said **POINT OF BEGINNING**, and along said southern road right-of-way, South 73°53'12" East, 31.80 feet; thence leaving said road right-of-way, South 12°13'04" East, 120.76 feet to the eastern right-of-way of the abandoned Atlantic Coast Railroad right-of-way; thence along said abandoned railroad right-of-way, North 23°51'43" West, 138.72 feet to the point of beginning. Containing 0.039 ACRES.



State of North Carolina  
County of Cumberland

Review Officer \_\_\_\_\_ Date \_\_\_\_\_

State of North Carolina  
County of Cumberland

Filed for registration on \_\_\_\_\_ Day of \_\_\_\_\_ A.D., 2016  
At \_\_\_\_\_ O'clock \_\_\_\_\_ M. and registered in the Cumberland County  
Register of Deeds and Recorded in Plot Side \_\_\_\_\_

Register of Deeds \_\_\_\_\_ Date \_\_\_\_\_

Assistant / Deputy \_\_\_\_\_ Date \_\_\_\_\_

- LEGEND**
- SPINDLE FOUND
  - NCS CM = NATIONAL GEODETIC SURVEY CONCRETE MONUMENT
  - REBAR FOUND
  - REBAR FOUND
  - CP = CALCULATED POINT
  - PK/AL = PK MAIL FOUND
  - MANHOLE
  - HORIZONTAL GROUND DISTANCE
  - NC STATE PLANE GRID DISTANCE
  - INDICATES PROPERTY LINE
  - INDICATES LINE NOT SURVEYED AT THIS TIME
  - INDICATES UTILITY LINE
  - INDICATES DITCH LINE
  - INDICATES GRAVEL/DIRT DRIVE
  - INDICATES FENCE LINE
  - INDICATES STREAM OR RIVER LINE
  - INDICATES EXISTING SEWER LINE
  - INDICATES TREE LINE
  - INDICATES PROPOSED SEWER LINE
  - INDICATES UNDERGROUND TELEPHONE LINE
  - INDICATES TEMPORARY EASEMENT LINE
  - INDICATES TEMPORARY EASEMENT
  - INDICATES PERMANENT EASEMENT

- NOTES:**
- Field work completed: February 29, 2016  
Office work completed: September 20, 2016
  - All coordinates shown are Horizontal Datum: NAD83(2011)
  - Vertical Datum: NAVD83 (Geoid2X)
  - Areas computed by coordinate method.
  - Property shown hereon is subject to all right-of-ways, easements, reservations and restrictions which exist as a matter of record or exist de facto.
  - Property shown hereon is subject to the rules, regulations, ordinances and/or jurisdictions of local, state, and/or federal agencies if any. The requirements of said rules, regulations, ordinances, and/or the limits of said jurisdictions are not shown hereon unless stated otherwise.
  - Underground installations or improvements including building foundations have not been located except as shown hereon. Call NC811 at 811 before digging.
  - Not all above ground improvements are shown.
  - All distances shown on this map are horizontal ground lengths unless otherwise noted. To convert to grid distances, multiply by the average combined scale factor of 0.99957020.
  - No missing corners were set by surveyor except as shown hereon as "RGS".
  - Easement areas designated as proposed shall remain proposed until a document of title is filed in the office of the Register of Deeds in the county where the land lies, that is signed by the owner/owners, stating their intent and referencing this plat.
  - This survey was prepared without the benefit of an abstract of title. Matters of property title should be referred to an attorney-at-law.
  - Adjoining property owner, deed, plot and PIN information taken from the Cumberland County Courthouse and GIS Website.

**SURVEYOR'S CERTIFICATIONS:**

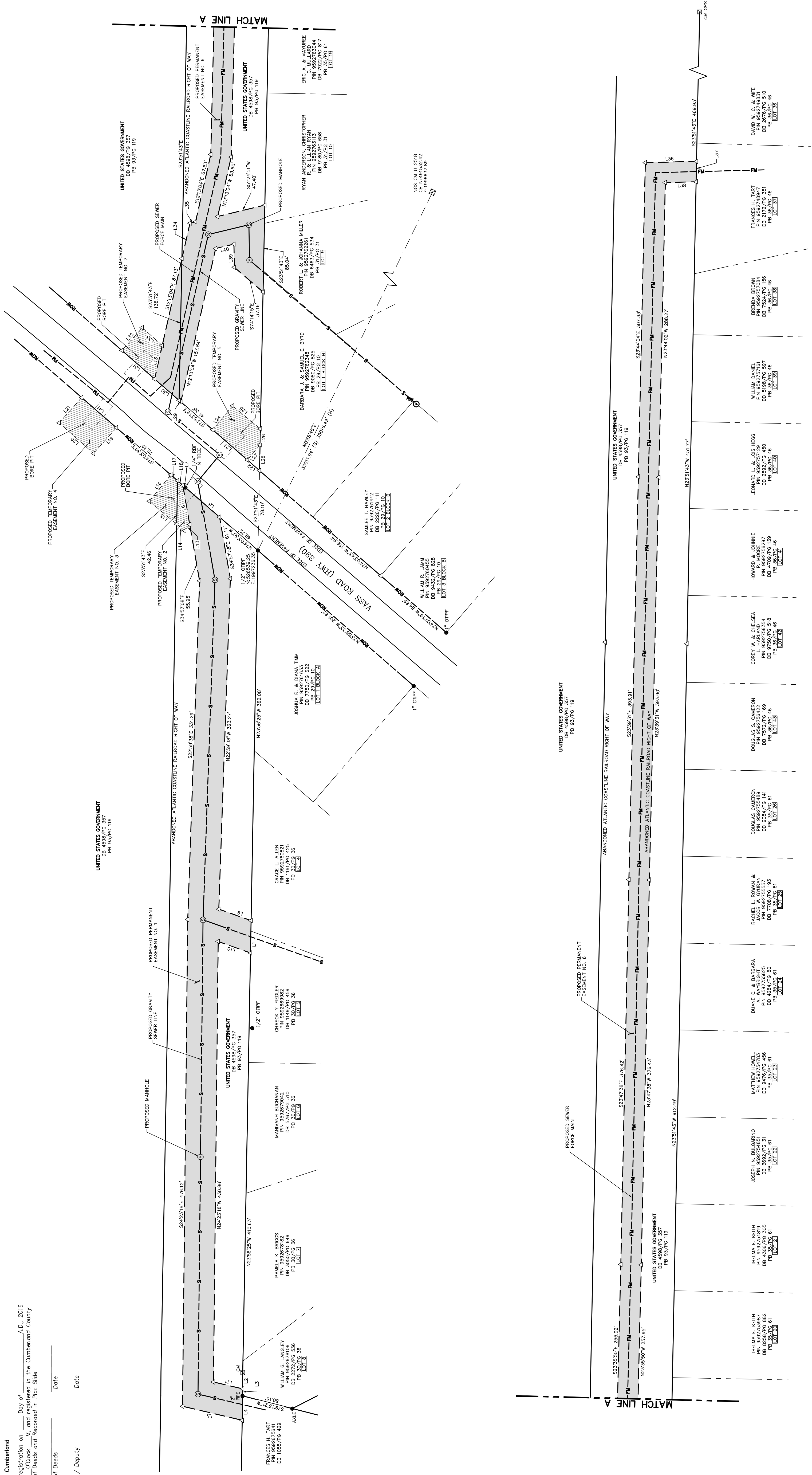
I, J. Dallas Gordon, certify that this plat was drawn under my supervision from an actual survey made under my supervision from deed description recorded in Book 4596/Pg 357 and Plat Book 93/Pg 119, Plat Book 29/Pg 10, Plat Book 30/Pg 36, Plat Book 31/Pg 31, and Plat Book 32/Pg 61; that the survey was made in accordance with the provisions of the North Carolina General Statutes, Chapter 42, and that this plat meets the requirements of G.S. 47-30 section F-1-d that the survey is of another category, such as the recombination of existing parcels, a court-ordered survey, or other exception to the definition of subdivision.

I further certify that this is a survey for a proposed sewer line and sewer force main easement.

*J. Dallas Gordon*  
J. DALLAS GORDON NC PLS L-4626  
September 20, 2016  
DATE

SEWER LINE EASEMENT FOR:  
**CUMBERLAND COUNTY**  
ACROSS THE PROPERTY OF:  
**UNITED STATES GOVERNMENT**  
DB 4596/Pg 357, PB 93/Pg 119  
MANCHESTER TOWNSHIP  
CUMBERLAND COUNTY, NORTH CAROLINA

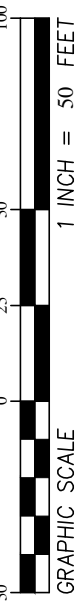
CO00261  
SURVEY PROJECT No. 15-236  
McGILL PROJECT No. 13-04074



LINE TABLE		
LINE	BEARING	DISTANCE (ft)
L29	S73°53'12"E	2.28'
L30	S73°53'12"E	31.80'
L31	S73°53'12"E	42.39'
L32	S16°59'44"W	29.86'
L33	N73°20'16"W	26.14'
L34	S12°13'04"E	35.50'
L35	S51°24'51"W	5.58'
L36	S83°11'08"W	501.45'
L37	N23°51'43"W	20.02'
L38	N63°51'08"E	30.16'
L39	S28°10'10"E	22.59'
L40	N01°24'51"E	18.33'
L41	S74°03'30"E	45.01'

LINE TABLE		
LINE	BEARING	DISTANCE (ft)
L29	S73°53'12"E	2.28'
L30	S73°53'12"E	31.80'
L31	S73°53'12"E	42.39'
L32	S16°59'44"W	29.86'
L33	N73°20'16"W	26.14'
L34	S12°13'04"E	35.50'
L35	S51°24'51"W	5.58'
L36	S83°11'08"W	501.45'
L37	N23°51'43"W	20.02'
L38	N63°51'08"E	30.16'
L39	S28°10'10"E	22.59'
L40	N01°24'51"E	18.33'
L41	S74°03'30"E	45.01'

EASEMENT TABLE		
PERMANENT EASEMENT NO. 1	TEMPORARY EASEMENT NO. 2	TEMPORARY EASEMENT NO. 3
ACRES	ACRES	ACRES
28.91	0.656	722
0.017	1.506	0.035
TEMPORARY EASEMENT NO. 4 <td>TEMPORARY EASEMENT NO. 5<td>TEMPORARY EASEMENT NO. 6</td></td>	TEMPORARY EASEMENT NO. 5 <td>TEMPORARY EASEMENT NO. 6</td>	TEMPORARY EASEMENT NO. 6
ACRES	ACRES	ACRES
0.031	1.691	0.039
1.018	34.513	0.792





**DEPARTMENT OF THE ARMY  
EASEMENT FOR SEWER LINE  
FORT BRAGG  
CUMBERLAND COUNTY, NORTH CAROLINA**

**THE SECRETARY OF THE ARMY** under and by virtue of the authority vested in the Secretary by Title 10, United States Code, Section 2668, having found that the granting of this easement will be in the public interest and will not substantially injure the interests of the United States, hereby grants to **BRAGG ESTATES WATER AND SEWER DISTRICT** duly organized and existing under and by virtue of the laws of the State of North Carolina, with its principal office located in Fayetteville, North Carolina, hereinafter referred to as the Grantee, a utility easement to upgrade a sewer referred to as the facilities, over, across, in and upon lands of the United States as identified on EXHIBIT(S) "**A**" and "**B**", hereinafter referred to as the premises, and which are attached hereto and made a part hereof.

**THIS EASEMENT** is granted subject to the following conditions.

**1. TERM**

a. This easement is hereby granted for a term of Fifty (50) years, beginning **May 24, 2019** and ending **May 23, 2069**.

b. A temporary easement for construction is hereby granted for a term of Two (2) years beginning **May 24, 2019** and ending **May 23, 2021**, or upon notification that construction and restoration is complete.

**2. CONSIDERATION**

The Grantee shall pay in advance to the United States the amount of **Seven Thousand Three Hundred and Forty Dollars (7,340.00)**, in full for the ten year term to the order of Finance and Accounting Officer, US Army Corps of Engineers, and delivered to the Real Estate Contracting Officer, US Army Corps of Engineers, Savannah District, ATTN: Chief, Real Estate Division, 100 West Oglethorpe Avenue, Savannah, Georgia 31401.

**3. NOTICES**

All correspondence and notices to be given pursuant to this easement shall be addressed, if to the Grantee, to Cumberland County Engineering & Infrastructure Department, PO Box 1829, Fayetteville, NC 28302 and, if to the United States, to the District Engineer, Attention: Chief, Real Estate Division, Savannah District, 100 West Oglethorpe Avenue, Savannah, Georgia 31401, or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope or wrapper addressed as aforesaid, and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service.

**4. AUTHORIZED REPRESENTATIVES**

Except as otherwise specifically provided, any reference herein to "Secretary", "Real Estate Contracting officer", "Installation Commander", or "said officer" shall include their duly authorized representatives. Any reference to "Grantee" shall include assignees, transferees and their duly authorized representatives.

**5. SUPERVISION BY THE REAL ESTATE CONTRACTING OFFICER**

The construction, operation, maintenance, repair or replacement of said facilities, including culverts and other drainage facilities, shall be performed at no cost or expense to the United States and subject to the approval of the Garrison Commander, Fort Bragg, North Carolina, hereinafter referred to as said officer. Upon the completion of any of the above activities, the Grantee shall immediately restore the premises to the satisfaction of said officer. The use and occupation of the premises for the purposes herein granted shall be subject to such rules and regulations as said officer prescribes in writing from time to time.

**6. APPLICABLE LAWS AND REGULATIONS**

The Grantee shall comply with all applicable Federal, state, county and municipal laws, ordinances and regulations wherein the premises are located.

**7. CONDITION OF PREMISES**

The Grantee acknowledges that it has inspected the premises, knows the condition, and understands that the same is granted without any representation or warranties whatsoever and without any obligation on the part of the United States.

**8. INSPECTION AND REPAIRS**

The Grantee shall inspect the facilities at reasonable intervals and immediately repair any defects found by such inspection or when required by said officer to repair any such defects.

**9. PROTECTION OF GOVERNMENT PROPERTY**

The Grantee shall be responsible for any damage that may be caused to the property of the United States by the activities of the Grantee under this easement and shall exercise due diligence in the protection of all property located on the premises against fire or damage from any and all other causes. Any property of the United States damaged or destroyed by the Grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the Grantee to a condition satisfactory to said officer, or at the election of said officer, reimbursement made therefor by the Grantee in an amount necessary to restore or replace the property to a condition satisfactory to said officer.

**10. RIGHT TO ENTER**

The right is reserved to the United States, its officers, agents, and employees to enter upon the premises at any time and for any purpose necessary or convenient in connection with government purposes, to make inspections, to remove timber or other material, except property of the Grantee and/or to make any other use of the lands as may be necessary in connection with government purposes, and the Grantee shall have no claim for damages on account thereof against the United States or any officer, agent, or employee thereof.

**11. TRANSFERS AND ASSIGNMENTS**

Without prior written approval by said District Engineer, the Grantee shall neither transfer nor assign this easement or any part thereof nor grant any interest, privilege or license whatsoever in connection with this easement. The provisions and conditions of this easement shall extend to and be binding upon and shall inure to the benefit of the representatives, successors and assigns of the Grantee.

**12. INDEMNITY**

The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property or injuries to the person of the Grantee's officers, agents, or employees or others who may be on the premises at their invitation or the invitation of any one of them, and the Grantee shall hold the United States harmless from any and all such claims not including damages due to the fault or negligence of the United States or its contractors.

**13. SUBJECT TO EASEMENTS**

This easement is subject to all other existing easements, or those subsequently granted as well as established access routes for roadways and utilities located, or to be located, on the premises, provided that the proposed grant of any new easement or route will be coordinated with the Grantee, and easements will not be granted which will, in the opinion of said officer, interfere with the use of the premises by the Grantee.

**14. RELOCATION OF FACILITIES**

In the event all or any portion of the premises occupied by the said facilities shall be needed by the United States, or in the event the existence of said facilities is determined to be detrimental to governmental activities, the Grantee shall from time to time, upon notice to do so, and as often as so notified, remove said facilities to such other location on the premises as may be designated by said officer. In the event said facilities shall not be removed or relocated within ninety (90) days after such notice, the United States may cause such relocation at the sole expense of the Grantee.

**15. TERMINATION**

This easement may be terminated by the Secretary upon 30 days written notice to the Grantee if the Secretary shall determine that the right-of-way hereby granted interferes with the use or disposal of said land by the United States, or it may be revoked by the Secretary for failure of the Grantee to comply with any or all of the conditions of this easement, or for non-use for a period of two (2) years, or for abandonment.

**16. SOIL AND WATER CONSERVATION**

The Grantee shall maintain, in a manner satisfactory to said officer, all soil and water conservation structures that may be in existence upon said premises at the beginning of or that may be constructed by the Grantee during the term of this easement, and the Grantee shall take appropriate measures to prevent or control soil erosion within the right-of-way herein granted. Any soil erosion occurring outside the premises resulting from the activities of the Grantee shall be corrected by the Grantee as directed by said officer.

**17. ENVIRONMENTAL PROTECTION**

a. Within the limits of their respective legal powers, the parties hereto shall protect the premises against pollution of its air, ground, and water. The Grantee shall promptly comply with any laws, regulations, conditions or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the premises is strictly prohibited. Such regulations, conditions, or instructions in effect or prescribed by the said Environmental Protection Agency or any Federal, state, interstate or local governmental agency are hereby made a condition of this easement. The Grantee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The use of any pesticides or herbicides within the premises shall be in conformance with all applicable Federal, state and local laws and regulations. The Grantee must obtain approval in writing from said officer before any pesticides or herbicides are applied to the premises.

c. The Grantee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs arising from the Grantee's activities, the Grantee shall be liable to restore the damaged resources.

**18. RECORD OF ENVIRONMENTAL CONSIDERATION**

A Record of Environmental Consideration (REC) documenting the known history of the property with regard to the storage, release or disposal of hazardous substances thereon, is attached hereto and made a part hereof as EXHIBIT "C". Upon expiration, revocation or termination of this easement, another REC shall be prepared which will document the

environmental condition of the property at that time. A comparison of the two assessments will assist the said officer in determining any environmental restoration requirements. Any such requirements will be completed by the Grantee in accordance with the condition on **RESTORATION**.

**19. HISTORIC PRESERVATION**

The Grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, remains or objects of antiquity. In the event such items are discovered on the premises, the Grantee shall immediately notify said officer and protect the site and material from further disturbance until said officer gives clearance to proceed.

**20. NON-DISCRIMINATION**

The Grantee shall not discriminate against any person or persons because of race, color, age, sex, handicap, national origin, or religion in the conduct of operations on the premises.

**21. RESTORATION**

On or before the expiration or termination of this easement, the Grantee shall, without expense to the United States, and within such time as said officer may indicate, remove said facilities and restore the premises to the satisfaction of said officer. In the event the Grantee shall fail to remove said facilities and restore the premises, the United States shall have the option to take over said facilities without compensation, or to remove said facilities and perform the restoration at the expense of the Grantee, and the Grantee shall have no claim for damages against the United States or its officers or agents for such action.

**22. DISCLAIMER**

This instrument is effective only insofar as the rights of the United States in the property are concerned, and the Grantee shall obtain such permission as may be required on account of any other existing rights. It is understood that the granting of this easement does not eliminate the necessity of obtaining any Department of the Army permit which may be required pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (30 Stat. 1151; 33 U.S.C. Section 403), Section 404 of the Clean Water Act (33 U.S.C. Section 1344) or any other permit or license which may be required by Federal, state or local statute in connection with use of the premises.

**23. COMPLIANCE WITH EXECUTIVE ORDER (EO) NO. 13658**

(1) Any reference in this section to “prime contractor” or “contractor” shall mean the Lessee and any reference to “contract” shall refer to the easement.

(a) The parties expressly stipulate this contract is subject to Executive Order 13658, the regulations issued by the Secretary of Labor in 29 CFR part 10 pursuant to the Executive Order,



and the following provisions.

(b) Minimum Wages. (1) Each worker (as defined in 29 CFR 10.2) engaged in the performance of this contract by the prime contractor or any subcontractor, regardless of any contractual relationship which may be alleged to exist between the contractor and worker, shall be paid not less than the applicable minimum wage under Executive Order 13658.

(2) The minimum wage required to be paid to each worker performing work on or in connection with this contract between January 1, 2015 and December 31, 2015 shall be \$10.10 per hour. The minimum wage shall be adjusted each time the Secretary of Labor's annual determination of the applicable minimum wage under section 2(a)(ii) of Executive Order 13658 results in a higher minimum wage. Adjustments to the Executive Order minimum wage under section 2(a)(ii) of Executive Order 13658 will be effective for all workers subject to the Executive Order beginning January 1 of the following year. If appropriate, the contracting officer, or other agency official overseeing this contract shall ensure the contractor is compensated only for the increase in labor costs resulting from the annual inflation increases in the Executive Order 13658 minimum wage beginning on January 1, 2016. The Secretary of Labor will publish annual determinations in the Federal Register no later than 90 days before such new wage is to take effect. The Secretary will also publish the applicable minimum wage on [www.wdol.gov](http://www.wdol.gov) (or any successor Web site). The applicable published minimum wage is incorporated by reference into this contract.

(3) The contractor shall pay unconditionally to each worker all wages due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 10.23), rebate, or kickback on any account. Such payments shall be made no later than one pay period following the end of the regular pay period in which such wages were earned or accrued. A pay period under this Executive Order may not be of any duration longer than semi-monthly.

(4) The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with the Executive Order minimum wage requirements. In the event of any violation of the minimum wage obligation of this clause, the contractor and any subcontractor(s) responsible therefore shall be liable for the unpaid wages.

(5) If the commensurate wage rate paid to a worker on a covered contract whose wages are calculated pursuant to a special certificate issued under 29 U.S.C. 214(c), whether hourly or piece rate, is less than the Executive Order minimum wage, the contractor must pay the Executive Order minimum wage rate to achieve compliance with the Order. If the commensurate wage due under the certificate is greater than the Executive Order minimum wage, the contractor must pay the 14(c) worker the greater commensurate wage.

(c) Withholding. The agency head shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the prime contractor under this or any other Federal contract with the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay workers the full amount of wages required by Executive Order 13658.

(d) Contract Suspension/Contract Termination/Contractor Debarment. In the event of a failure to pay any worker all or part of the wages due under Executive Order 13658 or 29 CFR part 10, or a failure to comply with any other term or condition of Executive Order 13658 or 29 CFR part 10, the contracting agency may on its own action or after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment, advance or guarantee of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost. A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 10.52.

(e) The contractor may not discharge any part of its minimum wage obligation under Executive Order 13658 by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Act, the cash equivalent thereof.

(f) Nothing herein shall relieve the contractor of any other obligation under Federal, State or local law, or under contract, for the payment of a higher wage to any worker, nor shall a lower prevailing wage under any such Federal, State, or local law, or under contract, entitle a contractor to pay less than \$10.10 (or the minimum wage as established each January thereafter) to any worker.

(g) Payroll Records. (1) The contractor shall make and maintain for three years records containing the information specified in paragraphs (g)(1) (i) through (vi) of this section for each worker and shall make the records available for inspection and transcription by authorized representatives of the Wage and Hour Division of the U.S. Department of Labor:

(i) Name, address, and social security number.

(ii) The worker's occupation(s) or classification(s)

(iii) The rate or rates of wages paid.

(iv) The number of daily and weekly hours worked by each worker.

(v) Any deductions made; and

(vi) Total wages paid.

(2) The contractor shall also make available a copy of the contract, as applicable, for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available such records for inspection and transcription shall be a violation of 29 CFR part 10 and this contract, and in the case of failure to produce such records, the contracting officer, upon direction of an authorized representative of the Department of Labor, or under its own action, shall take such action as may be necessary to

cause suspension of any further payment or advance of funds until such time as the violations are discontinued.

(4) The contractor shall permit authorized representatives of the Wage and Hour Division to conduct investigations, including interviewing workers at the worksite during normal working hours.

(5) Nothing in this clause limits or otherwise modifies the contractor's payroll and recordkeeping obligations, if any, under the Davis-Bacon Act, as amended, and its implementing regulations; the Service Contract Act, as amended, and its implementing regulations; the Fair Labor Standards Act, as amended, and its implementing regulations; or any other applicable law.

(h) The contractor (as defined in 29 CFR 10.2) shall insert this clause in all of its covered subcontracts and shall require its subcontractors to include this clause in any covered lower-tier subcontracts. The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with this contract clause.

(i) Certification of Eligibility. (1) By entering into this contract, the contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed pursuant to section 5 of the Service Contract Act, section 3(a) of the Davis-Bacon Act, or 29 CFR 5.12(a)(1).

(2) No part of this contract shall be subcontracted to any person or firm whose name appears on the list of persons or firms ineligible to receive Federal contracts.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(j) Tipped employees. In paying wages to a tipped employee as defined in section 3(t) of the Fair Labor Standards Act, 29 U.S.C. 203(t), the contractor may take a partial credit against the wage payment obligation (tip credit) to the extent permitted under section 3(a) of Executive Order 13658. In order to take such a tip credit, the employee must receive an amount of tips at least equal to the amount of the credit taken; where the tipped employee does not receive sufficient tips to equal the amount of the tip credit the contractor must increase the cash wage paid for the workweek so that the amount of cash wage paid and the tips received by the employee equal the applicable minimum wage under Executive Order 13658. To utilize this provision:

(1) The employer must inform the tipped employee in advance of the use of the tip credit;

(2) The employer must inform the tipped employee of the amount of cash wage that will be paid and the additional amount by which the employee's wages will be considered increased on account of the tip credit;

(3) The employees must be allowed to retain all tips (individually or through a pooling

arrangement and regardless of whether the employer elects to take a credit for tips received); and

(4) The employer must be able to show by records that the tipped employee receives at least the applicable Executive Order minimum wage through the combination of direct wages and tip credit.

(k) Antiretaliation. It shall be unlawful for any person to discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to Executive Order 13658 or 29 CFR part 10, or has testified or is about to testify in any such proceeding.

(l) Disputes concerning labor standards. Disputes related to the application of Executive Order 13658 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 10. Disputes within the meaning of this contract clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the workers or their representatives.

(m) Notice. The contractor must notify all workers performing work on or in connection with a covered contract of the applicable minimum wage rate under the Executive Order. With respect to service employees on contracts covered by the Service Contract Act and laborers and mechanics on contracts covered by the Davis-Bacon Act, the contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers performing work on or in connection with a covered contract whose wages are governed by the FLSA, the contractor must post a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by workers. Contractors that customarily post notices to workers electronically may post the notice electronically provided such electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

(n) If a duly authorized representative of the United States discovers or determines, whether before or subsequent to executing this contract, that an erroneous determination regarding the applicability of Executive Order 13658 was made, contractor, to the extent permitted by law, agrees to indemnify and hold harmless the United States, its officers, agents, and employees, for and from any and all liabilities, losses, claims, expenses, suits, fines, penalties, judgments, demands or actions, costs, fees, and damages directly or indirectly arising out of, caused by, related to, resulting from or in any way predicated upon, in whole or in part, the erroneous Executive Order 13658 determination. This includes contractor releasing any claim or entitlement it would otherwise have to an equitable adjustment to the contract and indemnifying and holding harmless the United States from the claims of subcontractors and contractor employees.

## **24. COMPLIANCE WITH EXECUTIVE ORDER (EO) NO. 13706**

Any reference in this section to “prime contractor” or “contractor” shall mean the Lessee

and any reference to “contract” shall refer to the Easement.

(a) Executive Order 13706. This contract is subject to Executive Order 13706, the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the Executive Order, and the following provisions.

(b) Paid sick leave.

(1) The contractor shall permit each employee (as defined in 29 CFR 13.2) engaged in the performance of this contract by the prime contractor or any subcontractor, regardless of any contractual relationship that may be alleged to exist between the contractor and employee, to earn not less than 1 hour of paid sick leave for every 30 hours worked. The contractor shall additionally allow accrual and use of paid sick leave as required by Executive Order 13706 and 29 CFR part 13. The contractor shall in particular comply with the accrual, use, and other requirements set forth in 29 CFR 13.5 and 13.6, which are incorporated by reference in this contract.

(2) The contractor shall provide paid sick leave to all employees when due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 13.24), rebate, or kickback on any account. The contractor shall provide pay and benefits for paid sick leave used no later than one pay period following the end of the regular pay period in which the paid sick leave was taken.

(3) The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with the requirements of Executive Order 13706, 29 CFR part 13, and this clause.

(c) Withholding. The contracting officer shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the prime contractor under this or any other Federal contract with the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay employees the full amount owed to compensate for any violation of the requirements of Executive Order 13706, 29 CFR part 13, or this clause, including any pay and/or benefits denied or lost by reason of the violation; other actual monetary losses sustained as a direct result of the violation, and liquidated damages.

(d) Contract Suspension/Contract Termination/Contractor Debarment. In the event of a failure to comply with Executive Order 13706, 29 CFR part 13, or this clause, the contracting agency may on its own action or after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment, advance, or guarantee of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost. A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 13.52.



(e) The paid sick leave required by Executive Order 13706, 29 CFR part 13, and this clause is in addition to a contractor's obligations under the Service Contract Act and Davis-Bacon Act, and a contractor may not receive credit toward its prevailing wage or fringe benefit obligations under those Acts for any paid sick leave provided in satisfaction of the requirements of Executive Order 13706 and 29 CFR part 13.

(f) Nothing in Executive Order 13706 or 29 CFR part 13 shall excuse noncompliance with or supersede any applicable Federal or State law, any applicable law or municipal ordinance, or a collective bargaining agreement requiring greater paid sick leave or leave rights than those established under Executive Order 13706 and 29 CFR part 13.

(g) Recordkeeping.

(1) Any contractor performing work subject to Executive Order 13706 and 29 CFR part 13 must make and maintain, for no less than three (3) years from the completion of the work on the contract, records containing the information specified in paragraphs (i) through (xv) of this section for each employee and shall make them available for inspection, copying, and transcription by authorized representatives of the Wage and Hour Division of the U.S. Department of Labor:

- (i) Name, address, and Social Security number of each employee;
- (ii) The employee's occupation(s) or classification(s);
- (iii) The rate or rates of wages paid (including all pay and benefits provided);
- (iv) The number of daily and weekly hours worked;
- (v) Any deductions made;
- (vi) The total wages paid (including all pay and benefits provided) each pay period;
- (vii) A copy of notifications to employees of the amount of paid sick leave the employee has accrued, as required under 29 CFR 13.5(a)(2);
- (viii) A copy of employees' requests to use paid sick leave, if in writing, or, if not in writing, any other records reflecting such employee requests;
- (ix) Dates and amounts of paid sick leave taken by employees (unless a contractor's paid time off policy satisfies the requirements of Executive Order 13706 and 29 CFR part 13 as described in § 13.5(f)(5), leave must be designated in records as paid sick leave pursuant to Executive Order 13706);
- (x) A copy of any written responses to employees' requests to use paid sick leave, including explanations for any denials of such requests, as required under 29 CFR 13.5(d)(3);
- (xi) Any records reflecting the certification and documentation a contractor may require an employee to provide under 29 CFR 13.5(e), including copies of any certification or documentation

- provided by an employee;
- (xii) Any other records showing any tracking of or calculations related to an employee's accrual or use of paid sick leave;
- (xiii) The relevant covered contract;
- (xiv) The regular pay and benefits provided to an employee for each use of paid sick leave; and
- (xv) Any financial payment made for unused paid sick leave upon a separation from employment intended, pursuant to 29 CFR 13.5(b)(5), to relieve a contractor from the obligation to reinstate such paid sick leave as otherwise required by 29 CFR 13.5(b)(4).

- (2)
  - (i) If a contractor wishes to distinguish between an employee's covered and non-covered work, the contractor must keep records or other proof reflecting such distinctions. Only if the contractor adequately segregates the employee's time will time spent on non-covered work be excluded from hours worked counted toward the accrual of paid sick leave. Similarly, only if that contractor adequately segregates the employee's time may a contractor properly refuse an employee's request to use paid sick leave on the ground that the employee was scheduled to perform non-covered work during the time she asked to use paid sick leave.
  - (ii) If a contractor estimates covered hours worked by an employee who performs work in connection with covered contracts pursuant to 29 CFR 13.5(a)(i) or,
  - (iii) the contractor must keep records or other proof of the verifiable information on which such estimates are reasonably based. Only if the contractor relies on an estimate that is reasonable and based on verifiable information will an employee's time spent in connection with non-covered work be excluded from hours worked counted toward the accrual of paid sick leave. If a contractor estimates the amount of time an employee spends performing in connection with covered contracts, the contractor must permit the employee to use her paid sick leave during any work time for the contractor.

(3) In the event a contractor is not obligated by the Service Contract Act, the Davis-Bacon Act, or the Fair Labor Standards Act to keep records of an employee's hours worked, such as because the employee is exempt from the FLSA's minimum wage and overtime requirements, and the contractor chooses to use the assumption permitted by 29 CFR 13.5(a)(1)(iii), the contractor is excused from the requirement in paragraph (1)(d) of this section to keep records of the employee's number of daily and weekly hours worked.

- (4)
  - (i) Records relating to medical histories or domestic violence,

sexual assault, or stalking, created for purposes of Executive Order 13706, whether of an employee or an employee's child, parent, spouse, domestic partner, or other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, shall be maintained as confidential records in separate files/records from the usual personnel files.

- (ii) If the confidentiality requirements of the Genetic Information Nondiscrimination Act of 2008 (GINA), section 503 of the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act (ADA) apply to records or documents created to comply with the recordkeeping requirements in this contract clause, the records and documents must also be maintained in compliance with the confidentiality requirements of the GINA, section 503 of the Rehabilitation Act of 1973, and/or ADA as described in 29 CFR 1635.9, 41 CFR 60-741.23(d), and 29 CFR 1630.14(c)(1), respectively.
- (iii) The contractor shall not disclose any documentation used to verify the need to use 3 or more consecutive days of paid sick leave for the purposes listed in 29 CFR 13.5(c)(1)(iv) (as described in 29 CFR 13.5(e)(1)(ii)) and shall maintain confidentiality about any domestic abuse, sexual assault, or stalking, unless the employee consents or when disclosure is required by law.

(5) The contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(6) Nothing in this contract clause limits or otherwise modifies the contractor's recordkeeping obligations, if any, under the Davis-Bacon Act, the Service Contract Act, the Fair Labor Standards Act, the Family and Medical Leave Act, Executive Order 13658, their respective implementing regulations, or any other applicable law.

(h) The contractor (as defined in 29 CFR 13.2) shall insert this clause in all of its covered subcontracts and shall require its subcontractors to include this clause in any covered lower-tier subcontracts.

(i) Certification of Eligibility.

(1) By entering into this contract, the contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed pursuant to section 5 of the Service Contract Act, section 3(a) of the Davis-Bacon Act, or 29 CFR 5.12(a)(1).

(2) No part of this contract shall be subcontracted to any person or firm whose name appears on the list of persons or firms ineligible to receive Federal contracts currently maintained on the System for Award Management Web site, <http://www.SAM.gov>.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**(j) Interference/Discrimination.**

(1) A contractor may not in any manner interfere with an employee's accrual or use of paid sick leave as required by Executive Order 13706 or 29 CFR part 13. Interference includes, but is not limited to, miscalculating the amount of paid sick leave an employee has accrued, denying or unreasonably delaying a response to a proper request to use paid sick leave, discouraging an employee from using paid sick leave, reducing an employee's accrued paid sick leave by more than the amount of such leave used, transferring an employee to work on non-covered contracts to prevent the accrual or use of paid sick leave, disclosing confidential information contained in certification or other documentation provided to verify the need to use paid sick leave, or making the use of paid sick leave contingent on the employee's finding a replacement worker or the fulfillment of the contractor's operational needs.

(2) A contractor may not discharge or in any other manner discriminate against any employee for:

- (i) Using, or attempting to use, paid sick leave as provided for under Executive Order 13706 and 29 CFR part 13;
- (ii) Filing any complaint, initiating any proceeding, or otherwise asserting any right or claim under Executive Order 13706 and 29 CFR part 13;
- (iii) Cooperating in any investigation or testifying in any proceeding under Executive Order 13706 and 29 CFR part 13; or
- (iv) Informing any other person about his or her rights under Executive Order 13706 and 29 CFR part 13.

(k) Waiver. Employees cannot waive, nor may contractors induce employees to waive, their rights under Executive Order 13706, 29 CFR part 13, or this clause.

(l) Notice. The contractor must notify all employees performing work on or in connection with a covered contract of the paid sick leave requirements of Executive Order 13706, 29 CFR part 13, and this clause by posting a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by employees. Contractors that customarily post notices to employees electronically may post the notice electronically, provided such electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to employees about terms and conditions of employment.

(m) Disputes concerning labor standards. Disputes related to the application of

Executive Order 13706 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 13. Disputes within the meaning of this contract clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**25. SPECIAL CONDITIONS**

Upon the completion of construction and satisfactory restoration of the temporary easement area, the Grantee, will provide as-built drawings and legal description. This easement will be amended to correct EXHIBIT "A" based on the as-built drawings and description.

**{Signature Pages to Follow}**



**THIS EASEMENT** is not subject to Title 10, United States Code, Section 2662, as amended.

**IN WITNESS WHEREOF**, I have hereunto set my hand by authority of the Secretary of the Army, this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Witness

\_\_\_\_\_

\_\_\_\_\_  
Witness

**THIS EASEMENT** is also executed by the Grantee this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**BRAGG ESTATES WATER AND  
SEWER DISTRICT**

\_\_\_\_\_  
Witness

\_\_\_\_\_

\_\_\_\_\_  
Witness

## CORPORATE CERTIFICATE

I \_\_\_\_\_ (name) certify that I am the \_\_\_\_\_  
(title) of **BRAGG ESTATES WATER AND SEWER DISTRICT**, that  
\_\_\_\_\_ (signator of outgrant) who signed the foregoing instrument on behalf  
of the corporation was then \_\_\_\_\_ (title of signator of outgrant) of the  
corporation. I further certify that the said officer was acting within the scope of powers  
delegated to this officer by the governing body of the corporation in executing said instrument.

**BRAGG ESTATES WATER AND SEWER  
DISTRICT**

Date: \_\_\_\_\_

\_\_\_\_\_  
Corporate Secretary or  
Appropriate Officer

(AFFIX SEAL)

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ )

**BEFORE ME**, a Notary Public in and for \_\_\_\_\_ County, personally appeared \_\_\_\_\_, to me known to be the identical person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the said instrument by authority of the Secretary of the Army, for the purposes therein expressed as the act and deed of the United States.

**GIVEN** under my hand and seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
NOTARY PUBLIC

(Seal)

My commission expires on the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ )

**BEFORE ME**, a Notary Public in and for \_\_\_\_\_ County, personally appeared \_\_\_\_\_, to me known to be the identical person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the said instrument by authority of **BRAGG ESTATES WATER AND SEWER DISTRICT**, for the purposes therein expressed as the act and deed of the Grantee.

**GIVEN** under my hand and seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
NOTARY PUBLIC

(Seal)

My commission expires on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.



## **ENGINEERING AND INFRASTRUCTURE DEPARTMENT**

### **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MAY 20, 2019**

**TO: BOARD OF COUNTY COMMISSIONERS**

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

**DATE: 5/13/2019**

**SUBJECT: CUMBERLAND COUNTY LANDSCAPE DIVISION PARKING LOT SLOPE STABILIZATION CONTRACT**

#### **BACKGROUND**

The Capital Improvement Plan (CIP) for FY 2019 identified the slope stabilization repairs for the Landscaping Division Parking Lot. At the Board of Commissioners meeting on November 19, 2018, the Board of Commissioners approved the Design-Build delivery method be utilized for this project. The Engineering and Infrastructure (E&I) Department solicited Request for Qualifications (RFQ) in December 2018, but due to an insufficient response had to re-solicit qualifications. The qualifications were due in February 2019 after a second RFQ process. E&I Staff evaluated the Statement of Qualifications (SOQ) and entered into an Engineering Services Agreement with TA Loving Company and their design-build team. TA Loving Company's design-build team completed the design on April 19, 2019. E&I Staff reviewed the design and approved it on April 25, 2019. E&I Staff also requested that the construction costs be submitted for review and approval in order to execute a construction contract.

TA Loving Company provided the construction cost in the amount of \$260,000 on May 1<sup>st</sup>. E&I Staff have evaluated the proposed construction costs and feel that the next step should be to execute a contract for the submitted price.

#### **RECOMMENDATION / PROPOSED ACTION**

At the May 9, 2019 Agenda Session Meeting, the Board of Commissioners approved placing the proposed action below on the Consent Agenda for the May 20, 2019 Board of Commissioners' Meeting:

- Accept the contract amount and award a contract to TA Loving Company in the amount of \$260,000

#### **ATTACHMENTS:**

Description

Type







400 Patetown Rd  
Goldsboro, NC 27530

P: 919.734.8400  
F: 919.731.7538

5-1-2019 Revised

Mr. Jeffery P. Brown, PE  
Cumberland County  
P.O. Box 1829  
Fayetteville, NC 28302

RE: Landscape Parking Lot Slope Stabilization Construction Proposal

Mr. Brown,

We propose the following scope of work to complete the installation of the sheet pile wall and associated work to complete the stabilization of the Landscape Parking Lot.

Equipment, labor, and materials are included for:

1. Erosion Control
2. Tree Trimming as required for construction
3. Asphalt cutting and Removal as required
4. Installation of 22 pair of Sheet Pile 26' Long PZ-27 Sheets
5. Form and Pour 20LF of Flow Dissipater
6. Form and Pour Concrete Apron as shown with 6" of ABC Stone
7. Form and pour Concrete Cap as shown Rip
8. Provide and Install 9ea parking blocks
9. Provide and Install 6' Galvanized Chain-link Fence 3 stands of barbwire and Razor Wire
10. Install Rip Rap Channel down property Line to slope Approx. 50' x 4'
11. Concrete Testing
12. Seed and Straw as required
13. Grading
14. Red Lines
15. Engineering Site Inspections
16. Attendance of Monthly Progress Meetings
17. Coordination of Powerline removal and reinstallation
18. Insurance and Bond
19. 12 Month Warranty

All of the above for a Lump Sum of \$251,500



400 Patetown Rd  
Goldsboro, NC 27530

P: 919.734.8400  
F: 919.731.7538

#### Allowances

1. Install Flowable fill Allowance as required per @150 per CY (Estimate 30 CY) \$4,500.00
2. Survey Allowance \$4,000.00 billed as billed by vendor

Adds/Deducts (Costs and Scope not included in the price above) to be added/subtracted if selected:

1. Add additional Dissipater @ \$260 per 2.5' Section

Grand Total with Allowances \$260,000

#### Exclusions:

1. Asphalt Patching
2. Haul off of Excess Dirt
3. Permits
4. Special Insurances
5. Relocation of the concrete blocks and mulch
6. Repair of the existing storm drain. (Recommend filling with Flowable Fill)

If you have any questions, please feel free to contact me.

Sincerely,

A handwritten signature in purple ink, appearing to read 'Christopher J. Myers', is written over a light gray background.

Christopher J. Myers , Assoc. DBIA  
Design Build Project Manager



## **ENGINEERING AND INFRASTRUCTURE DEPARTMENT**

### **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MAY 20, 2019**

**TO: BOARD OF COUNTY COMMISSIONERS**

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

**DATE: 5/13/2019**

**SUBJECT: CROWN COLISEUM AMERICAN WITH DISABILITIES ACT (ADA)  
SEATING PROJECT CONTRACT**

#### **BACKGROUND**

Based upon analysis, the Crown Coliseum lacks sufficient compliant seating per the Americans with Disabilities Act (ADA). The seating is insufficient around the Coliseum concourse and suites. In order to provide compliant ADA seating, the Engineering and Infrastructure Department (E&I) selected Fleming and Associates, PA, from the List of Qualified Architectural/Engineering Firms approved by the Board of Commissioners at the December 3, 2015 meeting. North Carolina General Statute 143-64.31 requires local governments to select firms qualified to provide architectural, engineering and surveying services on the basis of demonstrated competence and qualifications for the type of professional services required without regard to fee. Fleming and Associates, PA, Engineering and Infrastructure staff and Spectra met on-site to discuss design options. The North Carolina Department of Insurance provided input regarding the design throughout the process for regulatory compliancy. Fleming and Associates, PA, completed the design and the project was advertised for a pre-bid meeting on April 1, 2019 and a bid meeting on April 22, 2019. Due to an insufficient number of bids, the project was re-advertised, and the bids were opened on May 1, 2019.

The lowest, responsible and responsive bid was submitted by M&E Contracting, Inc. in the amount of \$539,895 that is inclusive of a \$30,000 owner's allowance to address any additional work. A certified bid tab and letter of recommendation has been provided and attached by the project engineer.

This work will be conducted at the same time the ice rink floor is being replaced in order to limit the disruption to shows and events at the Crown Coliseum.

#### **RECOMMENDATION / PROPOSED ACTION**

At the May 9, 2019 Agenda Session Meeting, the Board of Commissioners approved placing the proposed actions below on the Consent Agenda for the May 20, 2019, Board of Commissioners' Meeting:

- Accept the bids and award a contract to the lowest, responsible and responsive bidder M&E Contracting, Inc. in the amount of \$539,895.

**ATTACHMENTS:**

Description	Type
Letter of Recommendation	Backup Material
Certified Bid Tab	Backup Material





FLEMING & ASSOCIATES, PA  
STRUCTURAL ENGINEERING • FORENSICS • ROOFING DESIGN

Principals: Stephen Fleming, PE, RRC, REWC ■ J. Ben Rogers, PE ■ Sarah Duncan, PE ■ John Kells, PE, SE

May 1, 2019

Jeffery Brown, PE  
Cumberland County Engineering & Infrastructure Director  
130 Gillespie Street  
Fayetteville, NC 28301

Re: Cumberland County Crown Coliseum Partial Accessibility Upgrades  
Our Job No. 19-12

Dear Mr. Brown,

Our office reviewed the bid proposals received by the Cumberland County Engineering & Infrastructure Department for the above-referenced project. Enclosed you will find a Certified Bid Tabulation Form for the project. Fleming and Associates recommends that Cumberland County enter into a construction contract with M&E Contracting, Inc. to include the Base Bid for a total contract sum of \$539,895.00.

Please call if you have questions or comments.

Sincerely,

Fleming & Associates, PA  
John L. Kells, PE, SE



## Bid Tabulation Form

Crown Coliseum ADA Modifications

Cumberland County

Bid Date and Time: May 01, 2019 at 10:00am

Engineer's Project Number: 19-12

Contractor	Addendum #1	Addendum #2	Base Bid	Add Alternate #1 Additional Platforms	Bid Bond
<b>M&amp;E Contracting, Inc. Licence No. 32417</b>	<b>Acknowledged</b>	<b>Acknowledged</b>	<b>\$ 539,895.00</b>	<b>\$ 138,979.00</b>	<b>Included</b>

I certify that the above bids were submitted properly and are accurate as received.



5/01/19

John Kells, PE, SE

Date

**Boldface** type indicates the apparent low bidder.



## **ENGINEERING AND INFRASTRUCTURE DEPARTMENT**

### **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MAY 20, 2019**

**TO: BOARD OF COUNTY COMMISSIONERS**

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

**DATE: 5/13/2019**

**SUBJECT: PROFESSIONAL SERVICES AGREEMENT WITH FLEMING &  
ASSOCIATES, PA FOR CUMBERLAND COUNTY DETENTION CENTER  
ROOF PROJECT**

#### **BACKGROUND**

On October 20, 2014, the Board of Commissioners approved a Professional Services Agreement with Fleming & Associates, PA to complete roof and building envelope assessments for all County facilities. These assessments were completed and delivered to the County in the spring of 2015. Included as part of this assessment was a list of proposed recommended improvements that was utilized to develop the Capital Improvement Plan for roofs and building exteriors.

The Engineering & Infrastructure Department selected Fleming & Associates, PA from the list of professional service consultants that the Board of Commissioners approved on December 3, 2015 to provide the needed engineering services for roof improvements at the Cumberland County Detention Center. Fleming & Associates, PA has proposed a cost of \$120,740 for the necessary professional services required to complete this project. The engineering funds are from installment financing and the funding for construction will be programmed into the FY 20 Capital Investment Fund (CIF). The cost proposal has been attached for your convenience.

#### **RECOMMENDATION / PROPOSED ACTION**

At the May 9, 2019 Agenda Session Meeting, the Board of Commissioners approved placing the proposed action below on the Consent Agenda for the May 20, 2019 Board of Commissioners' Meeting:

- Approve the Engineering Services Agreement in the amount of \$120,740 to Fleming and Associates, PA, for the engineering and design of the Cumberland County Detention Center Roof Project.

#### **ATTACHMENTS:**

Description	Type
Proposal for Detention Center Roof	Backup Material
Professional Services Agreement	Backup Material



FLEMING & ASSOCIATES, P.A.  
STRUCTURAL ENGINEERING • FORENSICS • ROOFING DESIGN

Principals: Stephen Fleming, PE, RRC, REWC ■ J. Ben Rogers, PE ■ Sarah Duncan, PE ■ John Kells, PE, SE

April 29, 2019

Jeffery Brown, PE / Engineering & Infrastructure Director  
Cumberland County  
130 Gillespie Street  
Fayetteville, NC 28301

Re: Partial Roof Replacement at Cumberland County Detention Center

Mr. Brown,

As requested by you, the following fee proposal and project budget is submitted for the above referenced project. This proposal replaces our June 22, 2018 proposal previously sent to your office. The scope of work for this proposal is to provide the design for a new fleece back PVC membrane to be fully adhered over the existing granulated modified cap sheet in roof areas A through R for an approximate area of 185,753 square feet. Pull tests were performed to verify that the adhesive can provide the required wind uplift resistance. The design will also replace the perimeter metal and add limited natural lighting in the infirmary. Our services include plans, specifications, and construction administration services.

The estimated total budget for the project is as follows:

Roof Replacement:

185,753 sq. ft. x \$6.50/sq.ft. =	\$1,207,395
New Skylights =	\$ 20,000
5% Contingency =	\$ 61,370
10% Engineering fees =	\$ 120,740
Total Project Budget =	\$1,409,505

If you have any questions or need additional information please let me know.

FLEMING & ASSOCIATES, P.A.

Offered By:   
Stephen Fleming, PE, RRC, REWC

Accepted By: \_\_\_\_\_

Date: 4/29/2019

Date: \_\_\_\_\_

**STATE OF NORTH CAROLINA  
COUNTY OF CUMBERLAND**

**SERVICE AGREEMENT**

This Agreement, made this the 20<sup>th</sup> day of May 2019, by and between the County of Cumberland, a body politic and corporate of the State of North Carolina, hereinafter referred to as COUNTY, and Fleming & Associates, P.A., a consulting engineer with an office located at 1004 Hay Street, Fayetteville, NC, hereinafter referred to as ENGINEER.

WITNESSETH

WHEREAS, the COUNTY wants to complete roof design and roof improvements for the Cumberland County Detention Center; and

WHEREAS, the ENGINEER is qualified to perform the roof design and roof improvements for the COUNTY; and

WHEREAS, the ENGINEER has represented that it can provide qualified services which will meet the needs of the COUNTY; and

WHEREAS, the services are of a technical nature and are temporary in character; and

WHEREAS, funds are available in the project budget for the performance of said services.

NOW THEREFORE, the parties agree to the following terms and conditions:

**PURPOSE:** The COUNTY agrees to purchase and the ENGINEER agrees to provide the necessary engineering services for this project as set forth below.

**TERM:** The term of this Agreement shall be from execution date of this contract through, June 30, 2020, unless sooner terminated or extended by mutual agreement. The COUNTY may terminate this Agreement prior to the expiration of the above stated period if in the judgment of the COUNTY;

The ENGINEER has completed all services required.

The ENGINEER failed or neglected to furnish or perform the necessary services to the reasonable satisfaction of the COUNTY.

The COUNTY shall have given the ENGINEER seven (7) days written notice of the COUNTY's intent to terminate this Agreement. The COUNTY will make all payments due the ENGINEER for services rendered and/or expenses actually incurred up to and including the date of such notice of termination.

**SERVICES:** ENGINEER shall perform such expert and technical services as are indicated in the proposal from Fleming & Associates, P.A., dated April 29, 2019, attached and incorporated herein. ENGINEER warrants that it shall perform such ancillary work as may be necessary to insure the effective performance of the services cited above. Insofar as practical, the ENGINEER shall cooperate with the operation schedule of the COUNTY, and with other personnel employed, retained, or hired by the COUNTY.

**PRICE:** Compensation for services rendered shall be on a fixed fee as outlined in the proposal. The total contract price shall not exceed \$120,740 without the authorization from the County Manager.

**PAYMENT:** The COUNTY shall pay the ENGINEER within 15 working days of receipt of invoice.



**BENEFIT:** This Agreement shall be binding upon and it shall inure to the benefit of the parties, their legal representatives, successors, and assigns, provided that the provisions with respect to assignment and delegation are fully complied with.

**ASSIGNMENT:** The ENGINEER shall not assign all or any part its contract rights under this Agreement, nor delegate any performance hereunder, nor subcontract, without first obtaining the COUNTY's written approval.

**COMPLIANCE WITH LAW:** The ENGINEER agrees it shall comply with all laws, rules, regulations, and ordinances, proclamations, demands, directives, executive orders, or other requirements of any government or subdivisions thereof which now govern or may hereafter govern this Agreement, including, but limited to, the provisions of the Fair Labor Standards Act of 1938, equal employment laws, and any other applicable law.

**AGENCY AND AUTHORITY:** The COUNTY hereby designates the Engineering & Infrastructure (E&I) Director as its exclusive agent with respect to this Agreement. The E&I Director is authorized, on behalf of the COUNTY, to negotiate directly with the ENGINEER on all matters pertaining to this Agreement. The ENGINEER agrees that all of its dealings with the COUNTY in respect to the terms and conditions of this Agreement shall be exclusively with the E&I Director. Further, the ENGINEER specifically agrees that it shall not modify any of the specifications of any of the services subject to this Agreement except pursuant to the paragraph entitled MODIFICATIONS.

**REMEDIES:** If either party shall default with respect to any performance hereunder, it shall be liable for reasonable damages as provided by law and for all costs and expenses incurred by the other party on account of such default. Waiver by either party of any breach of the other's obligation shall not be deemed a waiver of any other or subsequent breach of the same obligation. No right or remedy of any party is exclusive of any other right or remedy provided or permitted by law or equity, but each shall be cumulative of every other right or remedy now or hereafter existing at law or in equity, or by statute, and may be enforced concurrently or from time to time.

**APPLICABLE LAW:** This Agreement shall be governed by the laws of the State of North Carolina. The parties mutually agree that the courts of the State of North Carolina shall have exclusive jurisdiction of any claim arising under the terms of this Agreement with appropriate venue being Cumberland County.

**NOTICES:** Any notices to be given by either party to the other under the terms of this Agreement shall be in writing and shall be deemed to have been sufficiently given if delivered by hand, with written acknowledgment of receipt, or mailed by certified mail return receipt requested to the other party at the following addresses or to such other addresses as either party from time to time may designate in writing to the other party for receipt of notice:

**ENGINEER:**  
Fleming & Associates, P.A.  
1004 Hay Street  
Fayetteville, NC 28305

**COUNTY:**  
Jeffery P. Brown, Engineering & Infrastructure Director  
P.O. Box 1829  
Fayetteville, NC 28302

Such notice, if mailed, shall be deemed to have been received by the other party on the date contained in the receipt.

**SEVERABILITY:** If any term, duty, obligation or provision of this Agreement should be found invalid or unenforceable, such finding shall not affect the validity of any other terms, duties, obligations, and provisions, which shall remain valid, enforceable and in full force and effect.

**MODIFICATION:** This Agreement may be modified only by an instrument duly executed by the parties or their respective successors.

**MERGER CLAUSE:** The parties intend this instrument as a final expression of their Agreement and as a complete and exclusive statement of its terms. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. Acceptance of, or acquiescence in, a course of performance rendered under this or any prior Agreement shall not be relevant or admissible to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and an opportunity to make objection. No representations, understandings, or agreements have been made or relied upon making this Agreement other than those specifically set forth herein.

**DISPUTE RESOLUTION:** The parties must resolve any claim, dispute or other matter in contention arising out of, or relating to, this Agreement through the following procedure. The parties shall first negotiate in good faith to reach an equitable settlement to the dispute. If a negotiated settlement cannot be reached within 10 business days, the parties shall submit to mediation. The parties shall select a mediator, approved by either the North Carolina or federal courts and mutually agreeable to all parties in the dispute to conduct the proceedings which shall be held at the Owner's place of business. If the parties cannot select a mediator within 10 business days, then the Owner shall select a mediator (or, if the Owner is a party to the dispute, the Cumberland County Trial Court Administrator). The mediator's cost shall be equally shared by all parties to the dispute. If a mediated settlement cannot be reached, the final recourse to the aggrieved party is legal action instituted and tried in the General Court of Justice of North Carolina under North Carolina Law with venue for trial being Cumberland County. No party shall have a right to resort to litigation until mediation shall first have occurred and not been successful.

**INDEPENDENT CONTRACTOR:** ENGINEER is an independent CONTRACTOR and not an agent, officer or employee of the COUNTY and shall have no authority to act as an agent of the COUNTY, nor enter any Agreement for or in behalf of the COUNTY. The relationship of ENGINEER with the COUNTY is as an "independent contractor" as that term is defined by the law of the State of North Carolina.

**NON-APPROPRIATION CLAUSE:** This agreement is subject to and contingent upon appropriation of funds for fiscal years subsequent to FY19.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the 16<sup>th</sup> day of October, 2017, by their respective duly authorized representatives.

**ATTEST**

**BY:** \_\_\_\_\_

Clerk to the Board of Commissioners

**COUNTY**

**BY:** \_\_\_\_\_

Jeanette M. Council, Chairman to the Board

**ATTEST**

**BY:** \_\_\_\_\_

**FLEMING & ASSOCIATES, P.A.**

**BY:** \_\_\_\_\_

Steve Fleming

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

Approved for Legal Sufficiency  
COUNTY ATTORNEY'S OFFICE

\_\_\_\_\_  
MELISSA CARDINALI  
County Finance Office

\_\_\_\_\_  
( ) Renewable      ( ) Nonrenewable  
Expiration Date:



## **CLERK TO THE BOARD OF COMMISSIONERS**

### **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MAY 20, 2019**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: CANDICE H. WHITE**

**DATE: 5/20/2019**

**SUBJECT: INTERNAL POLICY SETTING MINIMUM RETENTION PERIODS FOR RECORDS WITH THE DISPOSITION INSTRUCTION "DESTROY WHEN ADMINISTRATIVE/REFERENCE VALUE ENDS"**

#### **BACKGROUND**

In accordance with Chapters 121 and 132 of the General Statutes of North Carolina, state and local governmental entities may only destroy public records with the consent of the Department of Natural and Cultural Resources (DNCR), the Division of Archives and Records. Retention schedules are the primary way that the Division of Archives and Records gives its consent to state and local governments to destroy their records.

These schedules are an agreement between the local government and the DNCR and must be approved by the governing board before an agency is permitted to destroy records according to the schedule. In order for a county to comply with the provisions of the retention schedule, it will establish and enforce internal policies setting minimum retention periods for the records that the DNCR has scheduled with the disposition instruction "destroy when administrative/reference value ends." Items containing "administrative/reference value" in the disposition instructions are generally those records that hold limited value and are seen as transitory that have little or no documentary or evidential value and that need not be set aside for future use.

#### **RECOMMENDATION / PROPOSED ACTION**

At the May 9, 2019 Agenda Session meeting, the Board of Commissioners approved placing the proposed action below on the consent agenda for the May 20, 2019 Board of Commissioners' meeting:

Adopt the Internal Policy Setting Minimum Retention Periods for Records with the Disposition Instruction "Destroy When Administrative/Reference Value Ends".

**ATTACHMENTS:**

Description

Type

Internal Policy Setting Minimum Retention Periods for Records with the Disposition  
Instruction "Destroy When Administrative/Reference Value Ends"

Backup Material

## **Cumberland County**

### **Section I – Board Approved Policies**

#### **Subsection 9: General / Miscellaneous**

##### **Policy No. 9-2: Internal Policy for Setting Minimum Retention Periods for Records with the Disposition Instruction “*Destroy When Administrative/Reference Value Ends*”**

**This policy was considered at the May 9, 2019 Agenda Session and approved at the May 20, 2019 regular meeting of the Board of Commissioners.**

#### **1.0 PURPOSE**

The purpose of this policy is to comply with the provisions of the General Records Schedule for Local Government Agencies and all Program Records Schedules approved by the State Archivist and the Secretary of the Department of Natural and Cultural Resources and adopted by the Cumberland County Board of Commissioners.

#### **2.0 SCOPE**

Local government agencies and the Department of Natural and Cultural Resources agree that certain records series possess only brief administrative, fiscal, legal, research and reference value. These certain records series have been designated by retention periods that allow these records to be destroyed when “*administrative/reference value ends.*” This policy provides for the establishment of minimum retention periods so these certain records series may be destroyed as authorized of the Department of Natural and Cultural Resources.

#### **3.0 STATEMENT**

*Administrative/reference value* is defined by the Department of Natural and Cultural Resources as, “the usefulness of records to support ancillary operations and the routine management of an organization.” Items containing “*administrative/reference value*” in the disposition instructions are generally those records that hold limited value and are seen as transitory that have little or no documentary or evidential value and that need not be set aside for future use.

Minimum retention periods for records that the Department of Natural and Cultural Resources has scheduled with the instruction “*destroy when administrative/reference value ends*” will be set out in the disposition instructions for the General Records Schedule for Local Government Agencies and all Program Records Schedules prepared for adoption by the Cumberland County Board of Commissioners.

#### **4.0 IMPLEMENTATION**

The custodian of records with the disposition instruction “*destroy when administrative/reference value ends*” will be responsible for the implementation of this policy.

<END>







## **CLERK TO THE BOARD OF COMMISSIONERS**

### **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MAY 20, 2019**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: CANDICE H. WHITE, CLERK TO THE BOARD**

**DATE: 5/20/2019**

**SUBJECT: RECORDS RETENTION AND DISPOSITION SCHEDULE / 2019 GENERAL RECORDS SCHEDULE FOR LOCAL GOVERNMENT AGENCIES**

#### **BACKGROUND**

The State Archives of North Carolina (SANC) has been publishing retention schedules for county governments since 1960 and although its approach to writing retention schedules has been practical, it has presented challenges. To mitigate the challenges, the Government Records Section of the SANC has transitioned the process for updating local retention schedules to a new model, the General Records Schedule for Local Government Agencies. The General Records Schedule is common to all government agencies and will be used in conjunction with the Program Records Schedule which includes those records unique to the creating agency's mission.

The State Archivist and the Secretary of the Department of Natural and Cultural Resources officially approved the 2019 General Records Schedule for Local Government Agencies and it is now available for adoption by the Board of County Commissioners. Agencies that adopt the General Records Schedule should follow it for all general records standards and should continue to follow their most recently signed Program Records Schedule for all their agency programs.

#### **RECOMMENDATION / PROPOSED ACTION**

At the May 9, 2019 Agenda Session meeting, the Board of Commissioners approved placing the proposed actions below on the consent agenda for the May 20, 2019 Board of Commissioners' meeting:

Adopt the 2019 General Records Schedule for Local Government Agencies and authorize the Chair to execute the signature page for forward to the Records Analysis Unit of the Government Records Section.

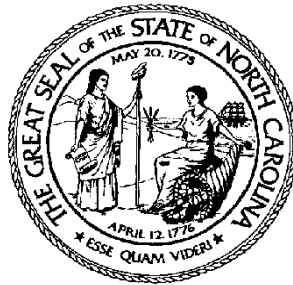
#### **ATTACHMENTS:**

Description	Type
2019 General Records Schedule for Local Government Agencies	Backup Material



# RECORDS RETENTION AND DISPOSITION SCHEDULE

## GENERAL RECORDS SCHEDULE FOR LOCAL GOVERNMENT AGENCIES



Issued By:



NC DEPARTMENT OF  
NATURAL AND CULTURAL RESOURCES

North Carolina Department of Natural and Cultural Resources  
Division of Archives and Records  
Government Records Section

March 1, 2019

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## 2019 Local Government Agencies General Records Retention and Disposition Schedule

The records retention and disposition schedule and retention periods governing the records series listed herein are hereby approved. In accordance with the provisions of Chapters 121 and 132 of the *General Statutes of North Carolina*, it is agreed that the records do not and will not have further use or value for official business, research, or reference purposes after the respective retention periods specified herein and are authorized to be destroyed or otherwise disposed of by the agency or official having custody of them without further reference to or approval of either party to this agreement. The local government agency agrees to comply with 07 NCAC 04M .0510 when deciding on a method of destruction. Confidential records will be destroyed in such a manner that the records cannot be practicably read or reconstructed. However, records subject to audit or those legally required for ongoing official proceedings must be retained until released from such audits or official proceedings, notwithstanding the instructions of this schedule. ***Public records, including electronic records, not listed in this schedule are not authorized to be destroyed.***

All local government agencies and the Department of Natural and Cultural Resources agree that certain records series possess only brief administrative, fiscal, legal, research, and reference value. These records series have been designated by retention periods that allow these records to be destroyed when "*reference value ends.*" All local government agencies hereby agree that they will establish and enforce internal policies setting minimum retention periods for the records that Natural and Cultural Resources has scheduled with the disposition instruction "*destroy when reference value ends.*" If a local government agency does not establish internal policies and retention periods, the local government agency is not complying with the provisions of this retention schedule and is not authorized by the Department of Natural and Cultural Resources to destroy the records with the disposition instruction "*destroy when reference value ends.*"

All local government agencies and the Department of Natural and Cultural Resources concur that the long-term and/or permanent preservation of electronic records requires additional commitment and active management by the agency. Agencies agree to comply with all policies, standards, and best practices published by the Department of Natural and Cultural Resources regarding the creation and management of electronic records.

It is further agreed that these records may not be destroyed prior to the time periods stated; however, for sufficient reason they may be retained for longer periods. This schedule supersedes the general standards in all previous local government retention and disposition schedules and is to remain in effect from the date of approval until it is reviewed and updated.

### APPROVAL RECOMMENDED

\_\_\_\_\_  
Municipal/County Clerk or Manager  
Title: \_\_\_\_\_

  
Sarah E. Koonts, Director  
Division of Archives and Records

### APPROVED

\_\_\_\_\_  
Head of Governing Body  
Title: \_\_\_\_\_

  
Susi H. Hamilton, Secretary  
Department of Natural and Cultural  
Resources

Municipality/County: \_\_\_\_\_

## EXECUTIVE SUMMARY

- ✓ According to G.S. § 121-5(b) and G.S. § 132-3, you may destroy public records only with the consent of the Department of Natural and Cultural Resources (DNCR). The State Archives of North Carolina is the division of DNCR charged with administering a records management program. This schedule is the primary way the State Archives of North Carolina gives its consent. Without approving this schedule, your agency is obligated to obtain the State Archives of North Carolina's permission to destroy *any* record, no matter how insignificant.
- ✓ Each records series listed on this schedule has specific disposition instructions that will indicate how long the series must be kept in your office. In some cases, the disposition instructions are simply "retain in office permanently," which means that those records must be kept in your office forever. In other cases, the retention period may be "destroy in office when reference value ends." An agency may have reference copies of materials, meaning "a copy of a record distributed to make recipients aware of the content but not directing the recipient to take any action on the matter" (from Richard Pearce-Moses, *A Glossary of Archival and Records Terminology*). Your agency must establish and enforce internal policies by setting minimum retention periods for the records that the State Archives of North Carolina has scheduled with the disposition instructions, "destroy when reference value ends."
- ✓ E-mail is a record as defined by G.S. § 121-5 and G.S. § 132. It is the content of the e-mail that is critical when determining the retention period of a particular e-mail, including attachments, not the media in which the record was created. It is important for all agency employees and officials to determine the appropriate records series for specific e-mails and retain them according to the disposition instructions.
- ✓ The State Archives of North Carolina recommends that all agency employees and officials view the tutorials that are available online through the State Archives website in order to familiarize themselves with records management principles and practices. The State Archives of North Carolina's online tutorials include topics such as records management and scanning guidelines.
- ✓ The State Archives of North Carolina provides microfilming services for the minutes of major decision-making boards and commissions. Once those records are filmed, we will store the silver halide negative (original) in our security vault. There is a nominal fee for filming and duplicating film. Contact the Records Management Analyst in charge of microfilm coordination for the most current information.

## MANAGING PUBLIC RECORDS IN NORTH CAROLINA

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### ***Q. What is this “records retention and disposition schedule”?***

- A.** This document is a tool for the employees of local government agencies across North Carolina to use when managing the records in their offices. It lists records commonly found in agency offices and gives an assessment of their value by indicating how long those records should be retained. This schedule is also an agreement between your agency and the State Archives of North Carolina.

This schedule serves as the inventory and schedule that the State Archives of North Carolina is directed by G.S. § 121-5(c) and G.S. § 132-8 to provide. It supersedes all previous editions, including all amendments.

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### ***Q. How do I get this schedule approved?***

- A.** This schedule must be approved by your governing body for use in your agency. That approval should be made in a regular meeting and recorded as an action in the minutes. It may be done as part of the consent agenda, by resolution, or other action.
- 

### ***Q. Am I required to have all the records listed on this schedule?***

- A.** No, this is not a list of records you must have in your office.
- 

### ***Q. What is “reference value”?***

- A.** Items containing “reference value” in the disposition instructions are generally records that hold limited value, which is typically restricted to those documenting routine operations within the office. A minimum retention period should be established by the office for any items containing the phrase “destroy in office when reference value ends” in the disposition instructions.
- 

### ***Q. Do the standards correspond to the organizational structure of my agency?***

- A.** Records series are grouped into standards to make it easier for users to locate records and their disposition instructions. You may find that the groupings reflect the organizational structure of your agency, or you may find that records are located in various standards depending on the content of the record. The intent of the schedule’s organization is to provide an easy reference guide for the records created in your agency.
- 

### ***Q. What if I cannot find some of my records on this schedule?***

- A.** Sometimes the records are listed in a different standard than how you organize them in your office. Be sure to check the Index and utilize the search function on the PDF version of the schedule to facilitate the location of records series. If you still cannot locate your records on the schedule, contact a Records Management Analyst. We will work with you to amend this records schedule so that you may destroy records appropriately.
- 

### ***Q. What are public records?***

- A.** The *General Statutes of North Carolina*, Chapter 132, provides this definition of public records:
- “Public record” or “public records” shall mean 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.



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**Q. Is any person allowed to see my records?**

**A.** Yes, except as restricted by specific provisions in state or federal law. G.S. § 132-6 instructs:

“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. ... No person requesting to inspect and examine public records, or to obtain copies thereof, shall be required to disclose the purpose or motive for the request.”

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**Q. What about my confidential records?**

**A.** Not all government records are open to public inspection. Exceptions to the access requirements in G.S. § 132-6 and the definition of public records in G.S. § 132-1 are found throughout the General Statutes. You must be able to cite a specific provision in the General Statutes or federal law when you restrict or deny access to a particular record.

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**Q. Am I required to make available to the public copies of drafts that have not been approved?**

**A.** Yes, even if a report, permit, or other record has not been finalized, it is still a public record subject to request. Any record that is not confidential by law must be provided when a request is received, whether it is “finished” or not.

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**Q. What do I do with permanent records?**

**A.** Permanent records should be maintained in the office that created the records, forever.

The Department of Natural and Cultural Resources (DNCR) is charged by the General Assembly with the administration of a records management program (N.C.G.S. §121-4 (2) and §132-8.1) and the maintenance of “a program for the selection and preservation of public records considered **essential** to the operation of government and to the **protection of the rights and interests of persons**” (§132-8.2). Permanent records with these characteristics require preservation duplicates that are human-readable (paper or microfilm). Some examples of these characteristics include:

- Affect multiple people, without regard to relation
- Have significance over a long span of time
- Document governance
- Document citizenship

Examples of records with these characteristics:

- Minutes of governing bodies at the state and local levels are the basic evidence of our system of governance, and are routinely provided for the public to read.
  - Records, such as deeds and tax scrolls, about land document changes in ownership and condition. Counties maintain offices expressly for the purpose of making those records available to the public. Other records in local and state governments document potential public health hazards, such as hazardous materials spills.
  - Adoptions, marriages, and divorces document changes in familial relationships and document citizenship. Though adoptions are confidential (not available for public inspection), they document citizenship and changes in inheritance and familial succession.
  - Court records, such as wills, estates, and capital cases, affect people within and across family groups, are made available for public inspection, and often involve transactions related to the examples above.
- See the Human-Readable Preservation Duplicates policy issued by the North Carolina Department of Natural and Cultural Resources (<https://archives.ncdcr.gov/documents/human-readable-preservation-duplicates>) and check with a records analyst to determine whether your permanent records require a preservation duplicate.

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***Q. What is historical value?***

- A.** Historical records document significant events, actions, decisions, conditions, relationships, and similar developments. These records have administrative, legal, fiscal, or evidential importance for the government or its citizens. Call a Records Management Analyst for further assistance in assessing historical value.

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***Q. What if I do not have any records?***

- A.** Nearly every position in government generates, receives, or uses records. Computer files of any kind, including drafts and e-mail, are public records. Even if your records are not the official or final version, your records are public records. Not all records have high historical, legal, or fiscal value, but they all must be destroyed in accordance with the provisions of the appropriate records schedule.

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***Q. May I store our unused records in the basement, attic, shed, etc.?***

- A.** Public records are public property. Though we encourage agencies to find places to store records that do not take up too much valuable office space, the selected space should be dry, secure, and free from pests and mold. Your office must ensure that records stored away from your main office area are well protected from natural and man-made problems while remaining readily available to your staff and the public.

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***Q. Our old records are stored in the attic, basement, or off-site building, etc. Are we required to provide public access to these records?***

- A.** Yes, as long as the records are not confidential by law. You should also be aware that confidentiality can expire.

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***Q. Aren't all our old records at the State Archives of North Carolina?***

- A.** Probably not. The State Archives of North Carolina collects only very specific types of records from local government offices. Contact a Records Management Analyst for more information about which records are held or can be transferred to the State Archives of North Carolina for permanent preservation.

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***Q. I found some really old records. What should I do with them?***

- A.** Call a Records Management Analyst. We will help you examine the records and assess their historical value.

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***Q. Can I give my old records to the historical society or public library?***

- A.** Before you offer any record to a historical society, public library, or any other entity, you must contact a Records Management Analyst. Permanent records must be kept either in your offices or at the State Archives of North Carolina.

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***Q. Whom can I call with questions?***

- A.** If you are located west of Statesville, call our Western Office in Asheville at (828) 296-7230 extension 224. If you are east of Statesville, all the way to the coast, call our Raleigh office at (919) 814-6900.

## AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION

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***Q. Why is there an asterisk in the disposition instructions of so many items on this schedule?***

***A. No record involved in a pending or ongoing audit, legal, or other official action may be destroyed before that audit or action is resolved.***

A legal hold or litigation hold means that records that are the subject of the legal hold or litigation hold must be preserved and thus must not be destroyed until officially released from the hold. A legal hold or litigation hold is placed when either an official discovery order is served on the agency requesting the production of the records in question (for a litigation, regulatory investigation, audit, open records request, etc.) or litigation is pending and the agency is thus on notice to preserve all potentially relevant records. You must also ensure that for a claim or litigation that appears to be reasonably foreseeable or anticipated but not yet initiated, any records (in paper or electronic formats) relevant to such a claim or litigation are preserved and not destroyed until released by your General Counsel. The records in question must not be destroyed until the completion of the action and the resolution of all issues that arise from it regardless of the retention period set forth in this schedule.

We have used an asterisk (\*) in the disposition instructions to mark records series that are commonly audited, litigated, or may be subject to other official actions. However, any record has this potential. Records custodians are responsible for being aware of potential actions, and for preventing the destruction of any record that is, or may be reasonably expected to become, involved in an audit, legal, or other official action.

Records used during routine audits may be destroyed when the governing body accepts the audit, if the records have completed the retention period listed in this schedule. If time remains in the retention period, the records must be maintained for the remainder of the period. The auditor's working papers must be kept according to the schedule. (See **AUDITS: PERFORMANCE**, page 2, item 8, and **AUDITS: FINANCIAL**, page 19, item 6.) Should a dispute arise over an audit, the records that were audited should be retained until that dispute is resolved.

The attorney representing the agency should inform records custodians when legal matters are concluded and records will no longer be needed. Following the conclusion of any legal action, the records may be destroyed if they have met the retention period in the schedule. Otherwise, they should be kept for the remaining time period.

## TRANSITORY RECORDS

Transitory records are defined as “record[s] that [have] little or no documentary or evidential value and that need not be set aside for future use.”<sup>1</sup>

According to North Carolina General Statutes § 121 and § 132, every document, paper, letter, map, book, photograph, film, sound recording, magnetic or other tape, electronic data processing record, artifact, or other documentary material, regardless of physical form or characteristics, made or received in connection with the transaction of public business by any state, county, municipal agency, or other political subdivision of government is considered a public record and may not be disposed of, erased, or destroyed without specific approval from the Department of Natural and Cultural Resources.

The Department of Natural and Cultural Resources recognizes that some records may have little or no long-term documentary or evidential value to the creating agency. These records are often called “transitory records.” The following questions and answers discuss types of transitory records commonly created in state government. They may be disposed of according to the guidance below. However, all public employees should be familiar with the General Schedule for State Agency Records, their office’s Program Records Retention and Disposition Schedule, and any other applicable guidelines for their office. If any of these documents require a different retention period for these records, follow the longer of the two retention periods. When in doubt about whether a record is transitory, or whether it has special significance or importance, retain the record in question and seek guidance from the analyst assigned to your agency.

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### ***Q. What do I do with routing slips, fax cover sheets, “while you were out” slips, memory aids, etc.?***

- A.** Routing slips and transmittal sheets adding no information to that contained in the transmitted material have minimal value after the material has been successfully transmitted. These records may be destroyed or otherwise disposed of after receipt of the material has been confirmed.

Similarly, “while you were out” slips, memory aids, and other records requesting follow-up actions (including voicemails) have minimal value once the official action these records are supporting has been completed and documented. Unless they are listed on the General Schedule for State Agency Records or your office’s Program Records Retention and Disposition Schedule, these records may be destroyed or otherwise disposed of once the action has been resolved.

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### ***Q. What about research materials, drafts, and other working papers used to create a final, official record?***

- A.** Drafts and working papers are materials, including notes and calculations, gathered or created to assist in the creation of another record. All drafts and working papers are public records subject to all provisions of General Statute § 132, but many of them have minimal value after the final version of the record has been approved, and may be destroyed after final approval, if they are no longer necessary to support the analysis or conclusions of the official record. Drafts and working documents which may be destroyed after final approval include:

- Drafts and working papers for internal and external policies
- Drafts and working papers for internal administrative reports, such as daily and monthly activity reports
- Drafts and working papers for internal, non-policy-level documents, such as informal workflows and manuals; and

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<sup>1</sup> A Glossary of Archival and Records Terminology, Richard Pearce-Moses (2005)

- Drafts and working papers for presentations, workshops, and other explanations of agency policy that are already formally documented.

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***Q. What if I have forms designed and used solely to create, update, or modify records in an electronic medium?***

- A.** If these records are not required for audit or legal purposes, they may be destroyed in office after completion of data entry and after all verification and quality control procedures. However, if the forms contain any analog components that are necessary to validate the information contained on them (e.g. a signature or notary's seal), they should be retained according to the disposition instructions for the records series encompassing the forms' function.

See also the State Archives of North Carolina's guidance on digital signatures found at:

<https://archives.ncdcr.gov/documents/digital-signature-policy-guidelines>

## LEGEND FOR RECORDS SCHEDULE

This records retention and disposition schedule applies to records in all media, unless otherwise specified.



– symbol designating that one or more records in this series may be confidential or may include confidential information.

**Item #** – an identifying number assigned to each records series for ease of reference.

**Series** – “a group of similar records that are . . . related as the result of being created, received, or used in the same activity.” (From Richard Pearce-Moses, *A Glossary of Archival and Records Terminology*). Series in this schedule are based on common functions in government offices.

**Records Series Title** – a short identification of the records in a series, based on their common function.

**Series Description** – a longer description of the records in a series, often including the types of records that can frequently be found in that series. This information is included underneath the Records Series Title.

**Disposition Instructions** – instructions dictating the length of time a series must be retained and how the office should dispose of those records after that time.

**Citation** – a listing of references to statutes, laws, and codes related to the records series. Citations can include:

- Authority: governing the creation of records
- Confidentiality: limiting access to public records
- Retention: setting a retention period

Throughout this schedule, items that cross-reference other items within this schedule are indicated with bold, uppercase letters. If you hover your cursor over one of these items, you will see the hand tool that will enable you to click on the item to follow the link to that location.

**AUDITS: PERFORMANCE**  
Records concerning internal and external audits conducted to assess the function of government programs. Includes reports, working papers, corrective measures, and other related records.  
  
See also **AUDITS: FINANCIAL**, page 20, item 6.

Sample records series title and description with cross-reference included

***No destruction of records may take place if litigation or audits are pending or reasonably anticipated.***

***See also AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS, page vi.***

**STANDARD 1: ADMINISTRATION AND MANAGEMENT RECORDS**

Official records pertaining to the authority, operating philosophy, methods, primary functions, and routine office administration of local agencies.

ITEM #	STANDARD 1: ADMINISTRATION AND MANAGEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
1.	<b>ABSTRACTS OF MUNICIPAL ELECTIONS</b> Copies of abstracts prepared by the County Board of Elections and forwarded to the municipal clerk.	Destroy in office when reference value ends. <sup>†</sup> Agency Policy: Destroy in office after <u>Retain Permanently</u> <i>Retention Note: Official record maintained permanently by the County Board of Elections.</i>	Authority: G.S. § 163-300
2.	<b>ACCREDITATION RECORDS</b> Records documenting accreditations and certifications received by the agency. Includes applications, final reports, and other related records.	Destroy in office 5 years after superseded or obsolete.	Authority: 10A NCAC 48B
3.	<b>ADMINISTRATIVE DIRECTIVES, REGULATIONS, AND RULES</b>	a) Retain in office official copy permanently. b) Destroy in office remaining records after 3 years.	
4.	<b>AGENDA AND MEETING PACKETS</b> Includes agendas and copies of supporting documentation submitted and discussed during meetings of public bodies. Also includes documentation of outside meetings attended by agency personnel.  See also <b>MINUTES OF PUBLIC BODIES</b> , page 11, item 42.	a) Retain in office records with historical value permanently. b) Destroy in office remaining records when reference value ends. <sup>†</sup> Agency Policy: Destroy in office after <u>2 years</u>	

\* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION**, page vi.


<sup>†</sup> See signature page. The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Natural and Cultural Resources has scheduled with the disposition instruction "destroy when reference value ends." Please use the space provided.



ITEM #	STANDARD 1: ADMINISTRATION AND MANAGEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
5.	<b>APPLICATIONS FOR APPOINTMENT</b> Applications and related records received from individuals applying for appointments to serve on public boards, commissions, councils, and committees.	a) Destroy in office records concerning appointed individuals 1 year after expiration of term. b) Destroy in office remaining records when reference value ends. <sup>†</sup> Agency Policy: Destroy in office after <u>2 years</u>	
6.	<b>APPOINTMENT REPORTS</b> Includes annual appointment reports filed with the NC Department of the Secretary of State.	Destroy in office after 2 years.	Authority: G.S. § 143-157.1
7.	<b>AUDIO AND VIDEO RECORDINGS OF MEETINGS</b>  See also <b>MINUTES OF PUBLIC BODIES</b> , page 11, item 42.	Destroy in office after approval of official written minutes. <i>NOTE: If these serve as the official minutes, as allowed by G.S. § 143-318.10(e), their retention should be permanent. These disposition instructions apply to recordings produced solely for the purpose of generating official written minutes.</i>	
8.	<b>AUDITS: PERFORMANCE</b> Records concerning internal and external audits conducted to assess the function of government programs. Includes reports, working papers, corrective measures, and other related records.  See also <b>AUDITS: FINANCIAL</b> , page 19, item 6.	a) Retain in office permanently reports related to internal compliance or operational audits, hazardous material, or those that document a significant change in agency practices. b) Destroy in office remaining audit reports after 10 years. c) Destroy in office documentation of corrective measures 2 years after their implementation. d) Destroy in office working papers and remaining records when superseded or obsolete.	

\* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION**, page vi.

<sup>†</sup> See signature page. The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Natural and Cultural Resources has scheduled with the disposition instruction "destroy when reference value ends." Please use the space provided.

ITEM #	STANDARD 1: ADMINISTRATION AND MANAGEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
9. 	<b>BLUEPRINTS AND SPECIFICATIONS</b> Blueprints and specifications of agency owned buildings and facilities. Includes as-built plans and related records concerning approved changes.	a) Transfer as-built drawings to new owner when agency relinquishes ownership of building or facility. b) Retain in office as-built drawings for life of structure and then destroy. c) Destroy in office blueprints, floorplans, and other preliminary design and construction documents when superseded or obsolete.	Confidentiality: G.S. § 132-1.7
10.	<b>BONDS</b> Records documenting written guarantees from a third party, including bid bonds, payment bonds, performance bonds, and surety bonds.  See also <b>BIDS FOR PURCHASE</b> , page 20, item 10, and <b>PROJECTS</b> , page 14, item 53.	Destroy in office 5 years after expiration or cancellation.	
11.	<b>BULLETINS</b> Internal information sharing materials that circulate information within the agency. Also includes memoranda and newsletters.	Destroy in office when superseded or obsolete.	
12.	<b>BUSINESS CERTIFICATION RECORDS</b> Applications and supporting documentation submitted by businesses to be certified as a Small Business Enterprise (SBE) or other classification.	a) Destroy in office all documentation 3 years after most recent recertification. b) If certification was never issued, destroy in office all documentation when reference value ends. <sup>†</sup> Agency Policy: Destroy in office after <u>1 year</u>	
13.	<b>BUSINESS DEVELOPMENT SUBJECT FILE</b>	Destroy in office after 3 years.	
14.	<b>CALENDARS OF EVENTS AND APPOINTMENTS</b>	Destroy in office when superseded or obsolete.	

\* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION**, page vi.

<sup>†</sup> See signature page. The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Natural and Cultural Resources has scheduled with the disposition instruction "destroy when reference value ends." Please use the space provided.

ITEM #	STANDARD 1: ADMINISTRATION AND MANAGEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
15.	<b>CENSUS PROJECT RECORDS</b> Records created to assist the U.S. Census Bureau with the decennial census.	Destroy in office when reference value ends. <sup>†</sup> Agency Policy: Destroy in office after <u>5 years</u>	
16.	<b>CHARTER RECORDS</b> Charter and charter proceedings related to adoption, amendment and/or repeal.	Retain in office permanently.	
17.	<b>CITIZEN COMMENTS, COMPLAINTS, PETITIONS, AND SERVICE REQUESTS</b> Records concerning objections, dissatisfaction, or disagreements with actions or positions taken or not taken by the agency. Includes comments and petitions submitted by citizens requesting action as well as routine requests for service. Also includes requests for reasonable accommodation under Title II of the Americans with Disabilities Act, including survey of agency buildings to determine accessibility to the physically handicapped, federal regulations, proposals for implementing the act, correspondence (including e-mail), resolutions, and solutions to access problems.  See also <b>CIVIL RIGHTS RECORDS</b> , page 44, item 5.	a) Transfer records as applicable to <b>LITIGATION CASE RECORDS</b> , page 47, item 17. b) Destroy in office comments, informal complaints, petitions, and requests 1 year after resolution.* c) Destroy in office accommodation requests and complaints 2 years after resolution.*	Authority: 42 USC 12132
18.	<b>CITIZEN REBATE PROGRAM RECORDS</b> Applications, receipts, and related records concerning rebate programs sponsored by the agency. These records document programs and incentivized actions that citizens may opt into.	a) Destroy in office financial records 3 years after approval.* b) Destroy in office applications 1 year after approval. c) Destroy in office denied applications when reference value ends. <sup>†</sup> Agency Policy: Destroy in office after <u>1 year</u>	

\* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION**, page vi.

<sup>†</sup> See signature page. The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Natural and Cultural Resources has scheduled with the disposition instruction "destroy when reference value ends." Please use the space provided.

ITEM #	STANDARD 1: ADMINISTRATION AND MANAGEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
19.	<b>CITIZEN SURVEYS</b> Surveys and related records addressing agency services, policies, and other concerns.	Destroy in office when reference value ends. <sup>†</sup> Agency Policy: Destroy in office after <u>2 years</u>	
20.	<b>COLLECTED DATA</b> Information and statistics compiled and analyzed for research purposes or to support the functions of the agency.	Destroy in office when superseded or obsolete.	If data contains confidential information, abide by relevant restrictions.
21.	<b>COMPREHENSIVE PLAN</b> Long-range plan outlining policies, guidelines, and plans for future development of the agency. Includes official copy of comprehensive plan and all background surveys, studies, reports, and draft versions of plans. Also includes strategic plans and business plans, as well as goals and objectives.	a) Retain in office comprehensive plans and strategic plans permanently. b) Destroy in office background surveys, studies, reports, and drafts 5 years after adoption of plan. c) Destroy in office business plans 2 years after execution of plan. d) Destroy in office goals and mission statements when superseded or obsolete.	
22.	<b>CORRESPONDENCE AND MEMORANDA</b> Administrative and management correspondence/memoranda (including e-mail) written or received by the office concerning agency authority, operating philosophy, purpose, methods, and any other function.  For information on handling e-mail and text or instant messages, see <b>ELECTRONIC RECORDS</b> , page 78.	a) Transfer correspondence (including e-mail) with historical value to <b>HISTORY RECORDS</b> , page 8, item 32, after 3 years. b) Destroy routine administrative correspondence and memoranda after 1 year. c) Destroy in office remaining records after 3 years.  <i>Retention Note: The correspondence (including e-mail) of the most senior administrator has historical value and should be retained permanently.</i>	

\* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION**, page vi.

<sup>†</sup> See signature page. The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Natural and Cultural Resources has scheduled with the disposition instruction "destroy when reference value ends." Please use the space provided.

ITEM #	STANDARD 1: ADMINISTRATION AND MANAGEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
23.	<b>CUSTOMER CALL CENTER RECORDINGS</b> Recordings of calls to customer service centers made for quality assurance and training purposes.	Destroy in office after 30 days.	
24.	<b>EQUIPMENT AND VEHICLE MAINTENANCE, REPAIR, AND INSPECTION RECORDS</b> Records concerning the maintenance, repair, routine testing, and inspection of agency owned equipment and vehicles. Also includes warranties.  See also <b>GRANTS</b> , page 8, item 31, and <b>SYSTEM MAINTENANCE RECORDS: HARDWARE REPAIR OR SERVICE</b> , page 40, item 15.	a) Destroy in office records documenting routine inspections, janitorial cleaning, and routine maintenance of equipment and vehicles after 1 year.* b) Destroy in office records documenting all other maintenance and repairs after 3 years.* c) Destroy in office warranties 1 year after expiration.	
25.	<b>EQUIPMENT AND VEHICLE REFERENCE RECORDS</b> Includes operation, specification, and technical manuals. Also includes brochures, bulletins, and related documentation.	Destroy in office when superseded or obsolete.	
26.	<b>EQUIPMENT, FACILITY, AND VEHICLE USAGE RECORDS</b> Records documenting the assignment, request, and usage of agency assets. Also includes mileage and checkout logs, fuel consumption reports, reservation requests, authorizations, utility usage logs, and similar records.	a) Destroy in office after 3 years if records are used for allocating costs or determining payment under rental or lease agreements.* b) Destroy in office remaining records after 1 year.	

\* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION**, page vi.

† See signature page. The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Natural and Cultural Resources has scheduled with the disposition instruction "destroy when reference value ends." Please use the space provided.

ITEM #	STANDARD 1: ADMINISTRATION AND MANAGEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
27.	<b>FACILITY MAINTENANCE, REPAIR, AND INSPECTION RECORDS</b> Records documenting maintenance, repair, and inspection of agency-owned facilities.  See also <b>CONTRACTS, LEASES, AND AGREEMENTS</b> , page 45, item 8.	a) Destroy in office records documenting routine inspections, janitorial cleaning, environmental monitoring, and routine maintenance of facilities after 1 year.  b) Destroy in office records documenting system repair and improvement (including plumbing, electrical, fire, and other systems) after 3 years.	
28.	<b>FORMS AND TEMPLATES</b> Blank forms, templates, and letterhead used to create agency records.	Destroy in office when superseded or obsolete.	
29.	<b>GOVERNING AND ADVISORY BODY MEMBER FILES</b> Records concerning members of public boards, commissions, councils, and committees. Includes codes of conduct, ethics statements, agreements, notices of resignation, and other related records. Also includes biographical information and waivers.  See also <b>APPLICATIONS FOR APPOINTMENT</b> , page 2, item 5, and <b>OATHS OF OFFICE</b> , page 47, item 18.	a) Retain in office records with historical value permanently.  b) Destroy in office 1 year after superseded or obsolete waivers from board members choosing not to receive stipend/per diem payments.  c) Destroy in office remaining records 1 year after service ends.	
30.	<b>GRANT PROPOSALS</b> Proposals submitted for grants, including applications, correspondence (including e-mail), and other related records.	a) Transfer records concerning approved grants to <b>GRANTS</b> , page 8, item 31.  b) Destroy in office rejected or withdrawn grant proposals when reference value ends. <sup>†</sup>  Agency Policy: Destroy in office after <u>1 year</u>	

\* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION**, page vi.

† See signature page. The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Natural and Cultural Resources has scheduled with the disposition instruction "destroy when reference value ends." Please use the space provided.

ITEM #	STANDARD 1: ADMINISTRATION AND MANAGEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
31.	<b>GRANTS</b> Records concerning approved federal, state, and private grants. File includes applications, reports, records of equipment purchased with grant funds, and all relevant programmatic records. Also includes documentation about grants issued by the agency along with research records generated as part of a grant project.  See also <b>GRANTS: FINANCIAL</b> , page 24, item 27.	a) Destroy records supporting the expenditure of federal funds passed through NC DHHS on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions.  b) Destroy in office records of state and private grants 5 years after final financial report is filed.*  c) Destroy in office records of other federal grants 3 years after final financial report is filed.  d) Destroy in office records not relating to a specific grant after 1 year.  <i>Retention Note: According to 2 CFR 200.333(c), records for real property and equipment acquired with Federal funds must be retained for 3 years after disposition of the property/equipment.</i>	Retention: 09 NCAC 03M .0703 2 CFR 200.333
32.	<b>HISTORY RECORDS (AGENCY AND EMPLOYEES)</b> Records concerning the history of the agency and its employees. Includes published and unpublished histories, biographical data, photographs, newspaper clippings, and other related records.	a) Retain in office records with historical value permanently.  b) Destroy in office remaining records when reference value ends.†  Agency Policy: Destroy in office after <u>5 years</u>	
33.	<b>IMPROPER CONDUCT INVESTIGATIONS</b> Records concerning investigations triggered by questions about ethics or conduct within an agency, such as whistleblower reports or allegations of fraud. Includes complaints, reports, investigations, and other related records. Also includes records from an ombuds office.	Destroy in office 3 years after resolution.	

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ITEM #	STANDARD 1: ADMINISTRATION AND MANAGEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
34.	<b>INDICES</b> Listings of where specific information can be found.	Destroy in office when superseded or obsolete.	
35.	<b>INTERAGENCY PROGRAMS</b> Records of programs involving more than one government agency. Includes resource materials, program information, and other related records.	Destroy in office when reference value ends.† Agency Policy: Destroy in office after <u>5 years</u>	
36.	<b>INVENTORIES</b> Inventories describing the type of property (including equipment and facilities other and fixed assets), its location, and related information. Also includes inventory control and usage records, such as requisitions/draw tickets, mileage logs, request forms, and other related records.	a) Destroy in office lists of properties, facilities, fixed assets, supplies, and surplus property when superseded or obsolete. b) Destroy in office inventory control and usage records after 3 years.	
37.	<b>LEGISLATION AND REGULATORY RECORDS</b> Notices and copies of proposed or adopted state or federal legislation or regulations affecting the agency.	Destroy in office when reference value ends.† Agency Policy: Destroy in office after <u>1 year</u>	
38.	<b>LOGISTICS MATERIALS</b> Records concerning scheduled plans of agency personnel. Includes routine notices, task lists, and arrangements.	Destroy in office after 1 year.	
39.	<b>MAIL: UNDELIVERABLE/RETURNED</b> Outgoing agency mail returned by the post office for any reason, including insufficient postage, incorrect address, forwarding order expired, etc. Also includes outgoing e-mail returned for any reason.	Destroy in office after 30 days.	

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ITEM #	STANDARD 1: ADMINISTRATION AND MANAGEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
40. 	<b>MAILING AND DISTRIBUTION RECORDS</b> Includes mailing and meeting notification lists, e-mail distribution lists, Sunshine Lists, and related documentation of transactions with the U.S. Postal Service, state courier, or private carriers.	a) Destroy in office Sunshine Lists when superseded or obsolete. b) Destroy in office remaining records when reference value ends. <sup>†</sup> Agency Policy: Destroy in office after <u>1 year</u>	Confidentiality: G.S. § 132-1.12 G.S. § 132-1.13
41.	<b>MEMBERSHIP RECORDS</b> Records concerning associations, organizations, groups, etc., with which the agency is involved. Includes records concerning memberships or registrations on behalf of the agency or agency personnel.	Destroy in office when superseded or obsolete.	

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ITEM #	STANDARD 1: ADMINISTRATION AND MANAGEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
42.	<b>MINUTES OF PUBLIC BODIES</b> Includes minutes of the governing board and all subsidiary and advisory boards. Subsidiary boards are defined as boards that exercise or are authorized to exercise legislative, policy-making, quasi-judicial, or administrative functions. Also includes minutes of subcommittees of the governing board and its subsidiary and advisory boards.  See the <b>MICROFILM</b> section on page 82 for instructions on microfilming.  See also <b>AGENDA AND MEETING PACKETS</b> , page 1, item 4, and <b>AUDIO AND VIDEO RECORDINGS OF MEETINGS</b> , page 2, item 7. If there are other boards in the operational standard(s) or if the Workforce Development standard is included, add references to those boards here.	a) Retain in office permanently official minutes of the governing board and its subsidiary boards as well as all attachments necessary to understand the body's actions.  b) The official minutes of advisory boards may be destroyed only upon approval by the State Archives of North Carolina. The State Archives reserves the right to designate the minutes of any advisory board as permanent.  c) Destroy in office minutes of committees or subcommittees when reference value ends, if the minutes or actions and decisions of the committee are entered as part of the minutes of the parent board. If minutes or actions and decisions of the committee or subcommittee in question are not entered as part of the minutes of the parent board, the State Archives reserves the right to designate the minutes as permanent.†  Agency Policy: Destroy in office after <u>10 years</u>	Authority: G.S. § 143-318.10
43.	<b>MINUTES (STAFF MEETINGS)</b> Minutes of staff meetings, including all referenced and attached documentation.	a) Retain in office records with historical value permanently. b) Destroy in office remaining records after 1 year.	
44.	<b>MISCELLANEOUS (NON-BUILDING) APPLICATIONS, LICENSES, AND PERMITS</b> Includes, but not limited to, applications and permits regarding burning, special events, and landscape establishment.	a) Destroy in office 1 year after expiration of license/permit. b) Destroy in office applications for which a license/permit was never issued when reference value ends.†  Agency Policy: Destroy in office after <u>1 year</u>	Authority: G.S. § 66-77

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ITEM #	STANDARD 1: ADMINISTRATION AND MANAGEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
45.	<b>NOTICES OF PUBLIC MEETINGS</b> Includes notices and regular meeting schedules.  See also <b>AFFIDAVITS OF PUBLICATION</b> , page 43, item 1, and <b>PUBLICITY RECORDS</b> , page 69, item 12.	Destroy in office after 1 year.	
46.	 <b>OFFICE SECURITY RECORDS</b> Records concerning the security of agency offices, facilities, vehicles, equipment, and personnel. Includes visitors' register; security, employee, or contractor access to facilities or resources; and surveillance system reports and recordings.	a) If the recording becomes evidence in a personnel investigation or lawsuit, transfer to <b>DISCIPLINARY ACTIONS</b> , page 54, item 12, or <b>LITIGATION CASE RECORDS</b> , page 47, item 17. b) Destroy in office recordings not required to support known investigations or litigation after 30 days. c) Destroy in office remaining records after 1 year.	Confidentiality: G.S. § 132-1.7
47.	<b>ORDINANCES</b> Includes code of ordinances.  See the <b>MICROFILM</b> section on page 82 for instructions on microfilming.	a) Retain in office official copy permanently. b) Destroy in office ordinance development records when ordinance is no longer in effect. c) Destroy in office additional copies (including tabled or failed ordinances) when reference value ends.† Agency Policy: Destroy in office after <u>1 year</u>	
48.	<b>PEST CONTROL</b> Records concerning pest abatement or eradication programs overseen by the agency.	Destroy in office after 3 years.*	

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ITEM #	STANDARD 1: ADMINISTRATION AND MANAGEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
49.	<b>POLICIES AND PROCEDURES</b> Records documenting the formulation, planning, and adoption of policies, procedures, and functions of the agency and its departments. File also includes organizational charts, reorganization studies, and similar records describing the arrangement and administrative structure of the agency.  See also <b>CIVIL RIGHTS RECORDS</b> , page 44, item 5, <b>POLICIES AND PROCEDURES (PERSONNEL)</b> , page 62, item 31, and <b>ELECTRONIC RECORDS POLICIES AND PROCEDURES</b> , page 38, item 7.	a) Retain in office records with historical value permanently. b) Destroy in office remaining records when superseded or obsolete.	
50.	<b>POLL LIST/REGISTRATION LIST/ROSTER/ AUTHORIZATION TO VOTE (ATV)</b> Lists documenting registered electors and votes cast prior to County Board of Elections taking over municipal elections. Includes electronic or paper ATV related records such as ATV books, forms, unused stickers, lists, registers, indexes, or similar records used to verify persons are registered voters at each polling location.	Contact State Archives of North Carolina prior to destroying old poll books and voter registration books.	Authority: G.S. § 163 Art. 15A G.S. § 163-166.7 08 NCAC 10B .0103 52 USC Chap. 205
51.	<b>PRICE QUOTATIONS</b>	Destroy in office when reference value ends.† Agency Policy: Destroy in office after <u>1 year</u> .	
52.	<b>PROCLAMATIONS AND ORDERS</b> Proclamations and orders issued by the governing board.	a) Retain in office records with historical value permanently. b) Destroy in office remaining records when reference value ends.†  Agency Policy: Destroy in office after <u>1 year</u>	

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ITEM #	STANDARD 1: ADMINISTRATION AND MANAGEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
53.	<b>PROJECTS</b> Includes project correspondence (including e-mail), feasibility studies, final reports, specifications, assessments, notices to proceed, cost estimates, change orders, statements of work, and similar documentation.  See also <b>PROJECT DOCUMENTATION</b> , page 39, item 11.	a) Retain in office records with historical value permanently. b) Destroy in office remaining records 3 years after completion of project.	
54.	<b>PROPERTY MANAGEMENT RECORDS</b> Includes appraisals of the financial valuation of agency-owned property as well as surveys, plats, and maps.	Destroy in office when superseded or obsolete.	
55.	<b>RATE AND FEE SCHEDULES</b> Records relating to rates, fees, and regulations concerning agency services.	Destroy in office when superseded or obsolete.	
56.	<b>RECORDS MANAGEMENT</b> Includes correspondence (including e-mail) with state and/or federal agencies with regards to records retention. Also includes records disposition documentation, file plans, and copies of records retention and disposition schedules.	a) Retain in office documentation concerning the final disposition of records permanently. b) Destroy in office remaining records when superseded or obsolete.	

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ITEM #	STANDARD 1: ADMINISTRATION AND MANAGEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
57.	<b>REFERENCE (READING) FILE</b> Subject files containing informational copies of records organized by areas of interest. Also includes materials that have no regulatory authority for the recipient and are received from outside the agency or from other units within the agency as well as reference copies of documents where another individual or agency is responsible for maintaining the record copy.	Destroy in office when reference value ends. <sup>†</sup> Agency Policy: Destroy in office after <u>1 year</u>	
58.	<b>REPORTS AND STUDIES</b> Records concerning the performance of a department, program, or project, as well as those created for planning purposes. Includes all annual, sub-annual, or irregularly prepared research studies, reports, and studies generated by an agency or prepared by consultants hired by the agency. Also includes reports required to be submitted to the agency.  See also <b>CIVIL RIGHTS RECORDS</b> , page 44, item 5, and <b>COMPREHENSIVE PLAN</b> , page 5, item 21.	a) Retain in office permanently 1 copy of all annual and biennial reports written by the agency. b) Retain in office permanently reports and studies prepared by request of an agency's governing body or a court. c) Destroy in office after 3 years reports prepared monthly, bimonthly, or semi-annually. d) Destroy in office after 1 year activity reports concerning workload measurements, time studies, number of jobs completed, etc., prepared on a daily or other periodic basis. e) Destroy in office when superseded or obsolete reports required to be submitted to the agency. f) Destroy in office remaining reports and studies when reference value ends. <sup>†</sup> Agency Policy: Destroy in office after <u>1 year</u> .  <i>Retention Note: Reports and studies listed elsewhere in this schedule should be retained the specified period of time.</i>	

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ITEM #	STANDARD 1: ADMINISTRATION AND MANAGEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
59.	<b>REQUESTS FOR INFORMATION</b> Requests received and responses issued by the agency.  See also <b>PUBLIC RECORDS REQUESTS</b> , page 69, item 11.	Destroy in office after 1 year after resolution.	
60.	<b>REQUESTS FOR PROPOSALS (RFP)</b> Proposals submitted by vendors in response to requests from agency.  See also <b>BIDS FOR PURCHASE</b> , page 20, item 10, and <b>PRICE QUOTATIONS</b> , page 13, item 51.	Destroy in office when reference value ends.† Agency Policy: Destroy in office after <u>1 year</u>	
61.	<b>RESOLUTIONS</b> File consists of resolutions indicating date, issues or policy involved, and appropriate signatures.  See the <b>MICROFILM</b> section on page 82 for instructions on microfilming.	a) Retain in office permanently one copy of final resolution. b) Retain in office permanently resolution development records with historical value. c) Destroy in office additional copies of resolutions (including those tabled or failed) along with all remaining development records when reference value ends.† Agency Policy: Destroy in office after <u>1 year</u>	
62.	<b>SURPLUS PROPERTY</b> Inventories and reports of agency property to be surplussed.	Destroy in office 3 years after disposition of property.*	
63.	<b>TRACKING MATERIALS</b> Records intended to verify the receipt of information, such as certified mail receipts.	Destroy in office when reference value ends.† Agency Policy: Destroy in office after <u>1 year</u>	

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ITEM #	STANDARD 1: ADMINISTRATION AND MANAGEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
64.	<b>TRAVEL REQUESTS</b> Requests and authorizations for travel. Includes forms and itineraries.  See also <b>TRAVEL REIMBURSEMENTS</b> , page 28, item 45, and <b>PRICE QUOTATIONS</b> , page 13, item 51.	Destroy in office after 1 year.*	
65.	<b>VEHICLE REGISTRATION CARDS</b> North Carolina registration cards for vehicles in the agency fleet.  See also <b>VEHICLE TITLES</b> , page 49, item 23.	Destroy in office when superseded.	
66.	<b>WORK ORDERS</b> Includes date and location of work, cost of materials used and labor, type of work performed, and other related records regarding the repairs of equipment, facilities, and vehicles.	a) Destroy in office 1 year after work is completed.* b) If this is the only record documenting completed work, follow disposition instructions for <b>FACILITY MAINTENANCE, REPAIR, AND INSPECTION RECORDS</b> , page 7, item 27, or <b>EQUIPMENT AND VEHICLE MAINTENANCE, REPAIR, AND INSPECTION RECORDS</b> , page 6, item 24.	

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**STANDARD 2: BUDGET, FISCAL, AND PAYROLL RECORDS**

Records created and accumulated concerning the managerial control, budgeting, disbursement, collection, and accounting of the agency.

*Note: Per 26 CFR 1.148-5(d)(6)(iii)(E), all records necessary to support the tax-exempt status of an agency debt issue must be retained for the life of the debt plus 3 years.*

ITEM #	STANDARD 2: BUDGET, FISCAL, AND PAYROLL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
1.	<b>ACCOUNTS PAYABLE</b> Records concerning the status of accounts in which the agency owes money to firms or individuals. Includes invoices, reimbursements, receipts or bills of sale, check registers, and subsidiary registers. Also includes stop payment notices.	Destroy in office 3 years after payment.*	
2.	<b>ACCOUNTS RECEIVABLE</b> Records concerning receivables owed and collected. Includes billing statements, records of payment received, remittances, subsidiary registers, overpayment or refund records, deposits, fines and fees assessed, and collection of past due accounts.	Destroy in office 3 years after collection.*	
3.	<b>ACCOUNTS UNCOLLECTABLE</b> Records of accounts deemed uncollectable, including returned checks, write-off authorizations, and other related records.	Destroy in office 3 years after account is determined to be uncollectable.*	

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ITEM #	STANDARD 2: BUDGET, FISCAL, AND PAYROLL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
4.	<b>ANNUAL BUDGET</b> Annual budget and budget message submitted to governing board for approval.  See also <b>BUDGET REPORTS</b> , page 21, item 16.	a) Retain in office records with historical value permanently. b) Destroy in office remaining records after 3 years.  <i>Retention Note: Annual budgets should be entered into the minutes of the governing board.</i>	Authority: G.S. § 159-11
5.	<b>ARBITRAGE RECORDS</b> Records concerning arbitrage rebate calculations and funds rebated.	Destroy in office 3 years after final redemption date of the bonds and after all related debts and obligations have been satisfied.*	Authority: 26 CFR 1.148-3
6.	<b>AUDITS: FINANCIAL</b> Records concerning internal and external audits. Includes reports, working papers, and related records.  See also <b>AUDITS: PERFORMANCE</b> , page 2, item 8.	a) Retain in office reports permanently final reports related to internal compliance or operational audits or those that document a significant change in agency practices or have significant administrative value. b) Destroy in office after 10 years final reports related to internal accounting systems and controls and those with limited administrative value. c) Destroy in office working papers and remaining records when superseded or obsolete.*	Authority: G.S. § 159-34
7.	<b>AUTHORIZATION FORMS</b> Authorization to purchase materials.	Destroy in office after 3 years.*	
8.	<b>BANK STATEMENTS AND RECONCILIATIONS</b> Includes bank statements, canceled checks, deposit slips, and reconciliation reports.	Destroy in office after 3 years.*	

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ITEM #	STANDARD 2: BUDGET, FISCAL, AND PAYROLL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
9.	<b>BIDS FOR DISPOSAL OF PROPERTY</b> Records concerning the disposal of surplus property. Includes information about various disposition procedures used, such as sealed bids and public auction.  See also <b>ACCOUNTS RECEIVABLE</b> , page 18, item 2.	Destroy in office all records after the disposition of property has been recorded in governing board's minutes.*	Authority: G.S. § 153A-176
10.	<b>BIDS FOR PURCHASE</b> Records documenting quotes to supply products and services. Includes advertisements, tabulations, awards letters, records of bids, good faith effort documentation, and related records concerning accepted and rejected bids.	a) Transfer records to <b>CONTRACTS, LEASES, AND AGREEMENTS</b> , page 45, item 8 when bid is approved. b) Destroy in office bid records not awarded or opened after 1 year.*	Authority: G.S. § 143 Article 8
11.	<b>BOND CLOSING RECORDS</b> Includes applications, agreements, tax records, contracts, official statements, legal opinions, rating letters, public hearing bonds, title insurance, deeds of trust, and other related records concerning bonds issued by the agency. Also includes records concerning expenditure and/or investment of bond proceeds.	Destroy in office 3 years after entire issuance has been satisfied.*	Authority: G.S. § 159 Article 7
12.	<b>BOND REGISTER</b> Records of all bonds, notes, and coupons issued by the agency detailing the purpose of issuance, the date of issue, serial numbers (if any), denomination, maturity date, and total principal amount.	Retain in office permanently.	Authority: G.S. § 159-130
13.	<b>BONDS, NOTES, AND COUPONS</b>	Destroy in office 1 year from date of payment.	Authority: G.S. § 159-139

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# 2019 LOCAL GOVERNMENT AGENICES GENERAL RECORDS RETENTION AND DISPOSITION SCHEDULE





ITEM #	STANDARD 2: BUDGET, FISCAL, AND PAYROLL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
14.	<b>BUDGET ADMINISTRATION RECORDS</b> Records of budget administration. Includes research, correspondence, and other related records.	Destroy in office after 2 years.*	
15.	<b>BUDGET EXECUTION RECORDS</b> Records of authorizations to move funds between budget codes.	Destroy in office when released from audits.	
16.	<b>BUDGET REPORTS</b> Includes daily detail reports and monthly budget reports. Also includes contract budget and expenditure reports and summaries of tax allocations.  See also <b>ANNUAL BUDGET</b> , page 19, item 4.	a) Destroy in office daily detail reports after 1 year.* b) Destroy in office remaining reports after 3 years.*	
17.	<b>BUDGET REQUESTS AND WORKING PAPERS</b> Includes budget requests, cost estimates, expenditures, program requests, salary and wage lists, correspondence (including e-mail), and related records.	Destroy in office after 3 years.*	Authority: G.S. § 159-10
18.	<b>BUDGET RESOLUTIONS AND ORDINANCES</b> Includes project ordinances, budget resolutions, and amendments.  See also <b>MINUTES OF PUBLIC BODIES</b> , page 11, item 42.	a) Retain official copies in the minutes of the governing board. b) Destroy in office remaining copies when reference value ends.†  Agency Policy: Destroy in office after <u>3 years</u>	Authority: G.S. § 159-8 G.S. § 159-13 G.S. § 159-13.2 G.S. § 159-15

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ITEM #	STANDARD 2: BUDGET, FISCAL, AND PAYROLL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
19.	<b>COST ALLOCATION PLANS</b> Accounting report that calculates and spreads agency-wide indirect costs to departments and funds that receive a service from other departments.	Destroy in office after 3 years.*	
20. 	<b>CREDIT/DEBIT/PROCUREMENT CARD RECORDS</b> Records of assignation of agency credit cards and purchasing cards along with authorization logs.	Destroy in office when superseded or obsolete.*	Confidentiality: G.S. § 132-1.2(2)
21.	<b>DONATIONS AND SOLICITATIONS</b> Records concerning requests made to agency by outside organizations. Includes applications and other related records.  See also <b>FUND DRIVE AND EVENT RECORDS</b> , page 68, item 6.	a) Destroy in office records supporting approved donations 1 year after payment. b) Destroy in office rejected applications after 30 days.	
22. 	<b>ELECTRONIC FUNDS TRANSFERS (EFT)</b> Includes forms authorizing electronic transfer of monies via wire transfer or automated clearing house (ACH) as well as ACH bank reports.	Destroy in office when superseded or obsolete.	Confidentiality: G.S. § 14-113.20
23.	<b>ESCHEATS AND UNCLAIMED PROPERTY</b> Records containing information required to be included in holder reports submitted to the State Treasurer's office.  For more information, see the State Treasurer's memo, " <a href="#">Annual Reporting of Unclaimed Property</a> ."	a) Destroy in office after 10 years if report was filed prior to July 16, 2012.* b) Destroy in office after 5 years if report was filed on or after July 16, 2012.*	Authority: G.S. § 116B-60  Retention: G.S. § 116B-73

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† See signature page. The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Natural and Cultural Resources has scheduled with the disposition instruction "destroy when reference value ends." Please use the space provided.



ITEM #	STANDARD 2: BUDGET, FISCAL, AND PAYROLL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
24.	FINANCIAL JOURNALS AND LEDGERS	a) Destroy in office year-end summaries of receipts and disbursements after 3 years.* b) Destroy in office daily, monthly, or quarterly transaction detail journals and ledgers after 1 year.*	
25.	FINANCIAL REPORTS	a) Destroy in office annual financial reports or other reports generated to inform decision-making after 3 years.* b) Destroy monthly or quarterly reports generated for operational purposes after 1 year. c) Destroy logs and distribution reports generated to track transactions when released from audits.	
26.	<b>GOVERNMENT EMPLOYEES RETIREMENT SYSTEM MONTHLY REPORTS</b> Reports produced by the North Carolina Department of State Treasurer regarding the Teachers' and State Employees' Retirement System (TSERS) and the Local Governmental Employees' Retirement System (LGERS).	Destroy in office when reference value ends.† Agency Policy: Destroy in office after <u>30 years</u>	



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ITEM #	STANDARD 2: BUDGET, FISCAL, AND PAYROLL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
27.	<b>GRANTS: FINANCIAL</b> Records concerning approved federal, state, and private grants received or issued by the agency. Includes all relevant accounting, purchasing, payroll, and other financial records.  See also <b>GRANTS</b> , page 8, item 31.	a) Destroy records supporting the expenditure of federal funds passed through NC DHHS on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions.  b) Destroy in office records of state and private grants 5 years after final financial report is filed.*  c) Destroy in office records of other federal grants 3 years after final financial report is filed.  d) Destroy in office records not relating to a specific grant or to grants not funded after 1 year.  <i>Retention Note: According to 2 CFR 200.333(c), records for real property and equipment acquired with Federal funds must be retained for 3 years after disposition of the property/equipment.</i>	Retention: 09 NCAC 03M .0703 2 CFR 200.333
28.	<b>INVESTMENTS</b> Includes fund information, portfolio listings and reports, balance sheets, exchange or consent instructions, broker confirmations, notices, and other documentation related to agency investments. Also includes transaction schedules for projecting revenue on investments as well as performance investment reports issued by broker or investment firm.	a) Destroy in office transaction schedules after 2 years.*  b) Destroy in office performance investment reports when reference value ends.  c) Destroy in office all remaining records after 3 years.*	Authority: G.S. § 159-30


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ITEM #	STANDARD 2: BUDGET, FISCAL, AND PAYROLL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
29.	<b>LOAN RECORDS</b> Records concerning loans received by the agency. Includes documentation of intent to proceed, loan agreements, promissory notes, letters of credit, statements, notices of principal and interest due, and other related records.	Destroy in office 5 years after satisfaction or cancellation of loan.*	
30.	<b>LOCAL GOVERNMENT COMMISSION FINANCIAL STATEMENTS</b>	Destroy in office after 3 years.*	Authority: G.S. § 159-33
31.	<b>LONGEVITY PAY</b>	Destroy in office after 3 years.*	
32. 	<b>PAYMENT CARD DATA</b> Records created in association with payment card transactions entered by third parties for the purchase of goods or services from the agency.	Destroy in office after processed.*	Confidentiality: G.S. § 132-1.2(2) G.S. § 132-1.10(b)(5)
33. 	<b>PAYROLL AND EARNINGS RECORDS</b> Records containing information such as the name, Social Security number, number of hours worked, compensation rate, deductions, and total wages paid each employee per payroll period. Also includes individual and group employee earnings records and payroll registers showing earnings and deductions for each pay period.  See also <b>TIME SHEETS, CARDS, AND ATTENDANCE RECORDS</b> , page 28, item 44.	a) Destroy in office 30 years from date of separation records necessary for retirement or similar benefits verification. b) Destroy in office remaining records after 3 years.*	Authority: 29 CFR 516.30(a)  Confidentiality: G.S. § 132-1.10 G.S. § 115C Art. 21A G.S. § 122C-158 G.S. § 130A-45.9 G.S. § 153A-98 G.S. § 160-168 G.S. § 161E-257.2 G.S. § 162A-6.1  Retention: 29 CFR 516.5(a) 29 CFR 1627.3(a)

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ITEM #	STANDARD 2: BUDGET, FISCAL, AND PAYROLL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
34. 	<b>PAYROLL DEDUCTION RECORDS</b> Records used to start, modify, or stop all voluntary or required deductions from payroll. Includes tax withholding (NC-4, W-4), savings plans, insurance, association dues, orders of garnishment, etc. Used as proof the employee approved of the deduction(s).	a) Destroy in office tax withholding forms 4 years after termination of deduction.* b) Destroy in office authorizations for deductions for retirement contributions, bank payments, savings plans, insurance, and dues 2 years after termination of deduction. c) Destroy in office remaining records 3 years after termination of deduction.*	Confidentiality: G.S. § 115C Art. 21A G.S. § 122C-158 G.S. § 130A-45.9 G.S. § 153A-98 G.S. § 160-168 G.S. § 161E-257.2 G.S. § 162A-6.1  Retention: IRS Publication 15 29 CFR 516.6(c)(1)
35.	<b>POWELL BILL RECORDS</b> Records include certified statements, expenditures reports, information sheets, financial statements submitted to the North Carolina Department of Transportation, and all other related records.	Destroy in office after 3 years.	
36.	<b>PURCHASE ORDERS</b> Records, forms, packing slips, and attached documents concerning purchased supplies, equipment, and services.  See also <b>GRANTS: FINANCIAL</b> , page 24, item 27.	Destroy in office after 3 years.* <i>Retention Note: Packing slips may be destroyed upon verification of items received if they are not the only record of the purchase of the item.</i>	
37.	<b>QUALIFIED PRODUCTS LISTS (QPL)</b> Records identifying products approved for purchase by the agency.	Destroy in office 3 years after superseded or obsolete.*	


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ITEM #	STANDARD 2: BUDGET, FISCAL, AND PAYROLL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
38.	<b>REQUISITIONS</b> Requests for payment or to acquire goods or services.  See also <b>INVENTORIES</b> , page 9, item 36.	Destroy in office after 1 year.*	
39.	<b>SCHOLARSHIP RECORDS</b> Records concerning scholarships awarded by the agency. Includes applications, award letters, conditions and stipulations, agreements and contracts, disbursement statements, progress reports, and other related records.	a) Destroy in office after 3 years records documenting the awarding of scholarships.  b) Destroy in office 1 year after notification of applicant records concerning applications that are denied by the agency or awards that are declined by the recipient.	
40.	<b>SHIFT PREMIUM PAY</b> Authorizations and other related records concerning employees receiving shift premium pay.	Destroy in office after 3 years.*	
41.	<b>STATEMENTS OF BACK PAY</b> Forms used to determine the gross pay an employee would have earned during a specified period for back pay in a grievance decision, settlement agreement, or other order.	Destroy in office 3 years after payment.*	


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ITEM #	STANDARD 2: BUDGET, FISCAL, AND PAYROLL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
42. 	<b>TAX FORMS</b> Tax information returns generated by the agency (e.g., 1098, 1099, W-2, W-3) to be reported to the Internal Revenue Service and furnished to the other party to the transaction.	Destroy in office 4 years after submitted to taxpayer and/or IRS.*	Confidentiality: G.S. § 132-1.10 G.S. § 115C Art. 21A G.S. § 122C-158 G.S. § 130A-45.9 G.S. § 153A-98 G.S. § 160-168 G.S. § 161E-257.2 G.S. § 162A-6.1  Retention: IRS Publication 15
43.	<b>TAX RETURNS</b> Tax returns filed by the agency.	Destroy in office 6 years after filed.*	
44.	<b>TIME SHEETS, CARDS, AND ATTENDANCE RECORDS</b> Records documenting the work hours and attendance of employees.  See also <b>PAYROLL AND EARNINGS RECORDS</b> , page 25, item 33.	Destroy in office after 2 years.*	Retention: 29 CFR 516.6(a)(1)
45.	<b>TRAVEL REIMBURSEMENTS</b> Includes requests and authorizations for reimbursement for travel and related expenses.  See also <b>GRANTS: FINANCIAL</b> , page 24, item 27, and <b>TRAVEL REQUESTS</b> , page 17, item 64.	Destroy in office after 3 years.*	

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ITEM #	STANDARD 2: BUDGET, FISCAL, AND PAYROLL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
46. 	<b>VENDORS</b> Files maintained on specific vendors authorized or debarred from doing business with the agency. Includes name and address, correspondence (including e-mail), and other related records.	Destroy in office when superseded or obsolete.	

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**STANDARD 3: GEOGRAPHIC INFORMATION SYSTEM (GIS) RECORDS**

Official records received and created by agency geographic information system programs. See G.S. § 132-10 for information about providing public access to GIS databases.

ITEM #	STANDARD 3: GEOGRAPHIC INFORMATION SYSTEM (GIS) RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
1.	<b>GEOGRAPHIC INFORMATION SYSTEM (GIS) CORE DATA</b> Geo-referenced data and metadata to facilitate the management, manipulation, analysis, modeling, representation, and spatial analysis of complex problems regarding planning and management of resources.	Retain in office parcel, boundary, zoning, and orthoimagery layers (with accompanying data sets) permanently.  <i>Retention Note: Other datasets should be kept according to standards and procedures set by the North Carolina Geographic Information Coordinating Council (<a href="http://www.ncgicc.com/">http://www.ncgicc.com/</a>).</i> <i>See also GEOSPATIAL RECORDS, page 80.</i>	
2.	<b>GEOGRAPHIC INFORMATION SYSTEM (GIS) DATA DOCUMENTATION (METADATA)</b> Records created during development or modification of an automated system which are necessary to access, retrieve, manipulate, and interpret data in that system; and records that explain the meaning, purpose, structure, local relationships, and origin of the data elements. Includes data element dictionaries, file layout, codebooks and tables, and definition files.	Destroy in office when the system is discontinued or when system data has been transferred to a new operating environment (platform).	
3.	<b>GEOGRAPHIC INFORMATION SYSTEM (GIS) INTERNAL STANDARDS AND PROCEDURES</b> Includes requirements that are intended to make hardware, software, and data compatible and that cover data capture, accuracy, sources, base categories, output, and data element dictionaries.	Retain in office permanently.	

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ITEM #	STANDARD 3: GEOGRAPHIC INFORMATION SYSTEM (GIS) RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
4.	<b>GEOGRAPHIC INFORMATION SYSTEM (GIS) MONITORING RECORDS</b> Includes system security, quality assurance, transaction tracking, and other related activity monitoring records.	Destroy in office after 1 year.	
5.	<b>GEOGRAPHIC INFORMATION SYSTEM (GIS) OPERATIONAL RECORDS</b> Includes user guides, system flowcharts, job or workflow records, system specifications, and similar documentation.	Destroy in office when the system is discontinued or when system data has been transferred to a new operating environment (platform).	
6.	<b>GEOGRAPHIC INFORMATION SYSTEM (GIS) PROJECT RECORDS</b>	a) Retain in office GIS datasets and accompanying documentation (metadata) with historical and/or legal value permanently.  b) Destroy in office remaining items when reference value ends. <sup>†</sup>  Agency Policy: Destroy in office after <u>3 years</u>	

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ITEM #	STANDARD 3: GEOGRAPHIC INFORMATION SYSTEM (GIS) RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
7.	<b>LAYERS: ADDRESS POINTS</b>  See also <b>GEOSPATIAL RECORDS</b> , page 80.	Paper: Retain in office permanently.  GIS dataset: Create a snapshot of dataset annually. To maintain permanently,  <i>Either:</i> Transfer snapshot to NCOneMap according to established procedures, complying with standards and procedures adopted by the <a href="#">North Carolina Geographic Information Coordinating Council</a> .  <i>Or:</i> If retained in office, your agency must comply with standards (for metadata, file naming, data sharing, and long term preservation) and procedures adopted by the <a href="#">North Carolina Geographic Information Coordinating Council</a> .	
8.	<b>LAYERS: CORPORATE LIMITS</b>  See also <b>GEOSPATIAL RECORDS</b> , page 80.	Paper: Retain in office permanently.  GIS dataset: Create a snapshot of dataset annually. To maintain permanently,  <i>Either:</i> Transfer snapshot to NCOneMap according to established procedures, complying with standards and procedures adopted by the <a href="#">North Carolina Geographic Information Coordinating Council</a> .  <i>Or:</i> If retained in office, your agency must comply with standards (for metadata, file naming, data sharing, and long term preservation) and procedures adopted by the <a href="#">North Carolina Geographic Information Coordinating Council</a> .	

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ITEM #	STANDARD 3: GEOGRAPHIC INFORMATION SYSTEM (GIS) RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
9.	<b>LAYERS: EXTRATERRITORIAL JURISDICTIONS</b>  See also <b>GEOSPATIAL RECORDS</b> , page 80.	Paper: Retain in office permanently.  GIS dataset: Create a snapshot of dataset annually. To maintain permanently,  <i>Either:</i> Transfer snapshot to NCOneMap according to established procedures, complying with standards and procedures adopted by the <a href="#">North Carolina Geographic Information Coordinating Council</a> .  <i>Or:</i> If retained in office, your agency must comply with standards (for metadata, file naming, data sharing, and long term preservation) and procedures adopted by the <a href="#">North Carolina Geographic Information Coordinating Council</a> .	
10.	<b>LAYERS: ORTHOIMAGERY</b>  See also <b>GEOSPATIAL RECORDS</b> , page 80.	Create a snapshot of dataset when created. To maintain permanently,  <i>Either:</i> Transfer snapshot to NCOneMap according to established procedures, complying with standards and procedures adopted by the <a href="#">North Carolina Geographic Information Coordinating Council</a> .  <i>Or:</i> If retained in office, your agency must comply with standards (for metadata, file naming, data sharing, and long term preservation) and procedures adopted by the <a href="#">North Carolina Geographic Information Coordinating Council</a> .	

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ITEM #	STANDARD 3: GEOGRAPHIC INFORMATION SYSTEM (GIS) RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
11.	<b>LAYERS: STREET CENTERLINE</b>  See also <b>GEOSPATIAL RECORDS</b> , page 80.	Paper: Retain in office permanently.  GIS dataset: Create a snapshot of dataset annually. To maintain permanently,  <i>Either:</i> Transfer snapshot to NCOneMap according to established procedures, complying with standards and procedures adopted by the <a href="#">North Carolina Geographic Information Coordinating Council</a> .  <i>Or:</i> If retained in office, your agency must comply with standards (for metadata, file naming, data sharing, and long term preservation) and procedures adopted by the <a href="#">North Carolina Geographic Information Coordinating Council</a> .	
12.	<b>MAPPING PROJECT RECORDS</b> Includes contract maps and all deliverable products for aerial photography, orthophotography, cartographic, cadastral, and digital mapping projects.  See also <b>GEOSPATIAL RECORDS</b> , page 80.	Paper: Retain in office permanently.  GIS dataset: Create a snapshot of dataset annually. To maintain permanently,  <i>Either:</i> Transfer snapshot to NCOneMap according to established procedures, complying with standards and procedures adopted by the <a href="#">North Carolina Geographic Information Coordinating Council</a> .  <i>Or:</i> If retained in office, your agency must comply with standards (for metadata, file naming, data sharing, and long term preservation) and procedures adopted by the <a href="#">North Carolina Geographic Information Coordinating Council</a> .	

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ITEM #	STANDARD 3: GEOGRAPHIC INFORMATION SYSTEM (GIS) RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
13.	<b>MAPS: PARCEL</b> Maps, including cadastral maps, and surveys of boundaries and measurements of each parcel, and information about encroachments, right-of-ways, and structures.  See also <b>GEOSPATIAL RECORDS</b> , page 80, and <b>PROPERTY MANAGEMENT RECORDS</b> , page 14, item 54.	Paper: Destroy in office upon State Archives approval.  GIS dataset: Create a snapshot of dataset quarterly. To maintain permanently,  <i>Either:</i> Transfer snapshot to NCOneMap according to established procedures, complying with standards and procedures adopted by the <a href="#">North Carolina Geographic Information Coordinating Council</a> .  <i>Or:</i> If retained in office, your agency must comply with standards (for metadata, file naming, data sharing, and long term preservation) and procedures adopted by the <a href="#">North Carolina Geographic Information Coordinating Council</a> .	
14.	<b>MAPS: PARKS</b> Includes park boundaries, facilities, landscaping, topography, and other pertinent information. Also includes maps and drawings stored and generated by Geographic Information System (GIS) and computer-aided design (CAD) systems.  See also <b>GEOSPATIAL RECORDS</b> , page 80.	Paper: Retain in office permanently.  GIS dataset: Create a snapshot of dataset annually. To maintain permanently,  <i>Either:</i> Transfer snapshot to NCOneMap according to established procedures, complying with standards and procedures adopted by the <a href="#">North Carolina Geographic Information Coordinating Council</a> .  <i>Or:</i> If retained in office permanently, your agency must comply with standards (for metadata, file naming, data sharing, and long term preservation) and procedures adopted by the <a href="#">North Carolina Geographic Information Coordinating Council</a> .	

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ITEM #	STANDARD 3: GEOGRAPHIC INFORMATION SYSTEM (GIS) RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
15.	<b>MAPS: ALL OTHER</b> Includes field maps, soil, topographic, sales, subdivision plats, right-of-way, sectional, highway, etc.	a) Retain in office maps, including GIS datasets and accompanying documentation (metadata), with historical and/or legal value permanently.  b) Destroy in office remaining items when reference value ends. <sup>†</sup>  Agency Policy: Destroy in office after <u>3 years</u>	

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<sup>†</sup> See signature page. The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Natural and Cultural Resources has scheduled with the disposition instruction "destroy when reference value ends." Please use the space provided.



**STANDARD 4: INFORMATION TECHNOLOGY (IT) RECORDS**


Information technology encompasses all activities undertaken by agency to design, develop, and operate electronic information systems. This section covers records for which Information Technology personnel are responsible, including administrative records and those used to process data and monitor and control operations.

*Note: Administration, use, and retention of records concerning computer and information security should comply with applicable provisions of G.S. § 132-6.1 on the confidentiality of records regarding "hardware or software security, passwords, or security standards, procedures, processes, configurations, software, and codes." (G.S. § 132-6.1 (c))*

ITEM #	STANDARD 4: INFORMATION TECHNOLOGY RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
1. 	<b>AUDITS: IT SYSTEMS</b> Records documenting user actions affecting the contents of monitored systems. Also includes fixity checks and other periodic tests of data validity.	a) Destroy in office after 1 year fixity check documentation. b) Destroy in office remaining records after disposition of record.*	Confidentiality: G.S. § 132-6.1(c)
2.	<b>COMPUTER AND NETWORK USAGE RECORDS</b> Records documenting usage of electronic devices and networks. Includes login files, system usage files, individual program usage files, and records of use of the Internet by employees.	Destroy in office after 1 year.	
3.	<b>DATA DOCUMENTATION RECORDS</b> Records concerning data in automated systems. Includes data element dictionary, file layout, code book or table, entity relationships tables, and other records related to the structure, management, and organization of data.	Destroy in office 3 years after system is discontinued and/or replaced.	



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ITEM #	STANDARD 4: INFORMATION TECHNOLOGY RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
4.	<b>DATA MIGRATION RECORDS</b> Technical records documenting data migrations.  <i>Note: The data itself is subject to the disposition instructions indicated for its relevant records series; these are merely records about migrating said data.</i>	Destroy in office 1 year after completion of data migration.	
5.	<b>DATA WAREHOUSES</b> Federated data gathered by the agency from other sources for the purposes of comparison and distribution.	Destroy in office when superseded or obsolete.	Maintain confidentiality consistent with any restrictions placed on the data provider.
6.	<b>DIGITIZATION AND SCANNING RECORDS</b> Records concerning data entry and imaging operations. Includes quality control records.  See <b>Request for Disposal of Original Records Duplicated by Electronic Means</b> , page 88.	Destroy in office 10 days after digitization.  <i>Note: The digital surrogate becomes the record copy and must be retained according to the disposition instructions for that record type.</i>	
7.	 <b>ELECTRONIC RECORDS POLICIES AND PROCEDURES</b> Includes procedural manuals as well as an Electronic Records and Imaging Policy and a Security Backup Policy.	Destroy in office 3 years after superseded or obsolete.	Confidentiality: G.S. § 132-1.7(b) G.S. § 132-6.1(c)
8.	<b>INFORMATION TECHNOLOGY ASSISTANCE RECORDS</b> Records documenting troubleshooting and problem-solving assistance provided by agency information systems personnel to users of the systems. Includes help desk assistance requests, resolution records, and related documentation.	Destroy in office 1 year after work is completed.	


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ITEM #	STANDARD 4: INFORMATION TECHNOLOGY RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
9. 	<b>NETWORK AND SYSTEM SECURITY RECORDS</b> Records documenting the security of network and system. Includes records concerning firewalls, anti-virus programs, and intruder scanning logs.	a) Destroy in office finalized cyber incident reports 5 years after resolution. b) Destroy in office after 2 years records documenting incidents involving unauthorized attempted entry or probes on data processing systems, IT systems, telecommunications networks, and electronic security systems. c) Destroy in office after 1 year records concerning firewalls, anti-virus programs, and other related records.	Confidentiality: G.S. § 132-6.1(c)
10. 	<b>NETWORK DIAGRAMS</b> Records documenting the logical and physical relationships of network components for purposes of organization, deployment, troubleshooting, monitoring of access, and management of day-to-day operations.	Destroy in office when superseded or obsolete.	Confidentiality: G.S. § 132-6.1(c)
11.	<b>PROJECT DOCUMENTATION</b> Records created to design, develop, control, or monitor a specific project or group of IT projects. Includes statements of work, assessments, maintenance agreements, and testing records.  See also <b>PROJECTS</b> , page 14, item 53.	a) Retain in office permanently records with historical value. b) Destroy in office remaining records 3 years after completion of project.	

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† See signature page. The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Natural and Cultural Resources has scheduled with the disposition instruction "destroy when reference value ends." Please use the space provided.

ITEM #	STANDARD 4: INFORMATION TECHNOLOGY RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
12.	<b>SOFTWARE LICENSE AND COPYRIGHT PROVISIONS RECORDS</b> Records documenting compliance with agency software license and copyright provisions. Includes software licenses, correspondence (including e-mail), and related documentation.	Destroy in office 1 year after software is superseded or obsolete.	
13.	<b>SYSTEM ACCESS RECORDS</b> Records documenting access requests and authorizations, system access logs, and other related records.	Destroy in office 1 year after superseded or obsolete.	
14.	 <b>SYSTEM DOCUMENTATION RECORDS</b> Records documenting operating systems, application programs, structure and form of datasets, system structure, and system-to-system communication. Includes system overviews, dataset inventories, server name, IP address, purpose of the system, vendor-supplied documentation, installed software, and current source code.	Destroy in office 3 years after superseded or obsolete.	Confidentiality: G.S. § 132-1.1(g) G.S. § 132-6.1(c)
15.	<b>SYSTEM MAINTENANCE RECORDS: HARDWARE REPAIR OR SERVICE</b> Records documenting inspections, maintenance, and repairs of agency computer systems that are owned or leased. Includes computer equipment inventories and service records.  See also <b>EQUIPMENT AND VEHICLE MAINTENANCE, REPAIR, AND INSPECTION RECORDS</b> , page 6, item 24.	a) Destroy in office records documenting routine inspections and maintenance of equipment after 1 year. b) Destroy records documenting all other equipment maintenance and repairs upon the final disposition of the equipment.	

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ITEM #	STANDARD 4: INFORMATION TECHNOLOGY RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
16.	<b>SYSTEM MAINTENANCE RECORDS: RECORDS BACKUPS</b> Records documenting regular or essential system backups. Includes backup tape inventories, relevant correspondence (including e-mail), and related documentation.  See Also: <a href="#">Security Backup Files as Public Records in North Carolina: Guidelines for the Recycling, Destruction, Erasure, and Re-use of Security Backup Files</a> , available on the State Archives of North Carolina website.	Destroy in office in accordance with your office's established, regular backup plan and procedures. <sup>†</sup>  Agency Policy: Destroy in office after _____ 90 days	
17.	<b>TECHNICAL PROGRAM DOCUMENTATION</b> Records concerning program code, program flowcharts, program maintenance logs, systems change notices, and other related records that document modifications to computer programs.	Destroy in office 1 year after superseded or obsolete.	
18.	<b>VOICE OVER INTERNET PROTOCOL (VoIP) RECORDS</b> Records concerning line registrations, calls logs, and voicemail records.	a) Destroy in office records concerning line registration when superseded or obsolete. b) Destroy in office call logs after 1 year. c) Destroy in office voicemail records after 30 days.	

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<sup>†</sup> See signature page. The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Natural and Cultural Resources has scheduled with the disposition instruction "destroy when reference value ends." Please use the space provided.

ITEM #	STANDARD 4: INFORMATION TECHNOLOGY RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
19.	<b>WEB MANAGEMENT AND OPERATIONS RECORDS: STRUCTURE</b> Site maps that show the directory structure into which content pages are organized, and commercial, off-the-shelf software configuration or content management system files used to operate the site and establish its look and feel. Includes server environment configuration specifications.  See also <b>WEBSITE (ELECTRONIC)</b> , page 70, item 15.	Destroy in office when superseded or obsolete.	

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**STANDARD 5: LEGAL RECORDS**

Official documentation created or accumulated to substantiate the rights, obligations, or interests of the agency or their individual employees or clients. Please note the confidentiality that G.S. § 132-1.1(a) confers to communications by legal counsel expires three years after receipt of such communication.

ITEM #	STANDARD 5: LEGAL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
1.	<b>AFFIDAVITS OF PUBLICATION</b> Proof of publication provided by newspapers regarding publication of ordinances, public hearings, bid solicitations, payment of bills, public sales, etc.  See also <b>NOTICES OF PUBLIC MEETINGS</b> , page 12, item 45.	a) Retain in office permanently if record provides sole evidence of publication.  b) Destroy in office remaining records after 3 years.*	Authority: G.S. § 1-600
2.	<b>ANNEXATION RECORDS</b> Records concerning annexation of property into the city. Includes petitions, reports, correspondence, including email, maps, ordinances, and public hearings.	Retain in office permanently.  <i>Retention Note: Annexation maps and ordinances must be filed with the County Register of Deeds office. G.S. §160A-29, G.S. §160A-58.61 and G.S. §160A-58.90.</i>	
3.	<b>AUTHENTICATIONS</b> Certificates of authentication issued by the agency.	Retain in office permanently.	

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ITEM #	STANDARD 5: LEGAL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
4.	<b>CIVIL RIGHTS CASE RECORDS</b> Records concerning discrimination complaints by employees or former employees and requests for reasonable accommodation. Includes equal opportunity (EO) complaints.  See also <b>PERSONNEL RECORDS (OFFICIAL COPY)</b> , page 61, item 29.	Destroy in office 1 year after final disposition of the charge or the action.*  <i>Retention Note: 29 CFR 1602.14 defines final disposition of the charge or the action as "the date of expiration of the statutory period within which the aggrieved person may bring an action in a U.S. District Court or, where an action is brought against an employer either by the aggrieved person, the Commission, or by the Attorney General, the date on which such litigation is terminated."</i>	Retention: 29 CFR 1602.14 29 CFR 1602.31
5.	<b>CIVIL RIGHTS RECORDS</b> Records concerning documentation of personnel policies and procedures to comply with the Age Discrimination in Employment Act (ADEA), the Americans with Disabilities Act (ADA), the Equal Pay Act, the Genetic Information Nondiscrimination Act (GINA), Section 504 of the 1973 Rehabilitation Act, and the 1964 Civil Rights Act. Includes reports required by the Equal Employment Opportunity (EEO) Commission and affirmative action plans.  See also <b>CITIZEN COMMENTS, COMPLAINTS, PETITIONS, AND SERVICE REQUESTS</b> , page 4, item 17, <b>CIVIL RIGHTS CASE RECORDS</b> , page 44, item 4, and <b>POLICIES AND PROCEDURES (PERSONNEL)</b> , page 62, item 31.	Destroy in office 3 years after superseded or obsolete.	Authority: 29 CFR 1602.1 29 CFR 1602.7 29 CFR 1608.4  Retention: 29 CFR 1602.30 29 CFR 1602.32

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ITEM #	STANDARD 5: LEGAL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
6.	<b>CONDEMNATION RECORDS</b> Settled and pending condemnation cases.  See also <b>ACCOUNTS PAYABLE</b> , page 18, item 1 for disposition of financial records.	Retain in office permanently.	
7.	<b>CONFLICT OF INTEREST AND CONFLICT OF COMMITMENT DISCLOSURE STATEMENTS</b> Completed by the elected agency officials as well as designated staff members in order to disclose an official's status or ownership interests.	Destroy in office 1 year after completion of term or separation.	
8.	<b>CONTRACTS, LEASES, AND AGREEMENTS</b> Contracts and agreements for construction, equipment, property, supplies, special programs, and projects. Includes franchise agreements, hold harmless agreements, good faith effort documentation, contractor compliance monitoring, leases, and memoranda of understanding.  See also <b>SOFTWARE LICENSE AND COPYRIGHT PROVISIONS RECORDS</b> , page 40, item 12.	a) Retain in office contracts and agreements with historical value permanently. b) Destroy in office sealed contract records 10 years after expiration of contract.* c) Destroy in office capital improvement contracts and business associate agreements 6 years after completion, termination, or expiration.* d) Destroy in office records documenting restrictions and compliance with license and copyright provisions for products and services purchased by the agency 1 year after superseded or obsolete.* e) Destroy in office all other contracts and agreements 3 years after completion, termination, or expiration.*	Retention: G.S. § 1-47(2) G.S. § 1-50(a)(5) 45 CFR 164.316 G.S. § 1-52



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ITEM #	STANDARD 5: LEGAL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
9.	<b>DECLARATORY RULINGS</b> Records concerning declaratory rulings issued by the agency to interpret statutes or rules as applied to a specified set of facts.	Retain in office permanently.	
10.	<b>DELEGATION OF AUTHORITY RECORDS</b> Records documenting delegations of power to authorize agency business. Includes signature authorities and powers of attorney.	Destroy in office 1 year after superseded or obsolete.	
11.	<b>EASEMENTS AND RIGHT-OF-WAY AGREEMENTS</b> Granted to the agency.  See also <b>ACCOUNTS PAYABLE</b> , page 18, item 1 for disposition of financial records.	Destroy in office 10 years after expiration of agreement.	
12.	<b>ENCROACHMENTS</b> Records concerning agreements granted by or to the agency. Also includes maps or drawings detailing construction plans attached to agreements.	a) Retain in office permanently records concerning agreements granted by outside entities to the agency. b) Destroy in office when superseded or obsolete records concerning agreements granted to utilities, businesses, and private citizens to encroach upon agency property.	
13.	<b>LAND OWNERSHIP RECORDS</b> Includes deeds and titles.	Destroy in office 1 year after agency relinquishes ownership of land.*	
14. 	<b>LEGAL CORRESPONDENCE</b> Correspondence (including e-mail) and related records concerning legal matters not related to specific legal cases or official opinions.	Destroy in office after 5 years. For information on handling e-mail, see <b>ELECTRONIC RECORDS</b> , page 78.	Confidentiality: G.S. § 132-1.1(a)

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ITEM #	STANDARD 5: LEGAL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
15.	<b>LEGAL OPINIONS</b> Formal legal opinions written by counsel in response to requests concerning the governance and administration of the agency.	Retain in office permanently.	
16.	 <b>LEGAL REVIEW RECORDS</b> Includes legal reviews of by-laws and charges to boards and commissions, conflicts of interest, and all other agency matters as requested.  See also <b>LEGAL OPINIONS</b> , page 47, item 15.	a) Retain in office records with historical value permanently. b) Destroy in office remaining records after expiration of relevant statute of limitations.	Confidentiality: G.S. § 132-1.1(a)
17.	 <b>LITIGATION CASE RECORDS</b> Civil suits to which the agency is a party. Includes affidavits, agreements, appeals, bills, briefs, citations, commitments, complaints, discharges, motions, notices, pleas, releases, statements, testimony, verdicts, waivers, warrants, and writs.	a) Retain in office cases having precedential or historical value permanently. b) Destroy in office adjudicated cases 6 years after final disposition. c) Destroy in office non-adjudicated cases (out-of-court claims) 6 years after final disposition or expiration of relevant statute of limitations.	Confidentiality: G.S. § 132-1.1(a) G.S. § 132-1.9
18.	<b>OATHS OF OFFICE</b>  See also <b>GOVERNING AND ADVISORY BODY MEMBER FILES</b> , page 7, item 29.	Transfer official copy of oath of office to the Clerk to the Board.  <i>Retention Note: The Clerk to the Board should present a copy of the oaths of elected officials to the Clerk of Superior Court for recording. The Clerk to the Board maintains the original oaths.</i>	Authority: G.S. § 153A-26  Retention: G.S. § 7A-103(2)

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ITEM #	STANDARD 5: LEGAL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
19.	<b>PERMISSIONS</b> Records conferring legal permission. Includes copyright permission requests and requests for permission to publish intellectual property or holdings of the agency. Also includes copyrights, patents, and trademarks held by the agency.	a) Retain in office permanently records conferring perpetual legal permission as well as records documenting copyrights, patents, and trademarks held by the agency. b) Destroy in office 3 years after expiration records concerning one-time copyright permissions granted by the agency.	
20.	<b>PRE-TRIAL RELEASE PROGRAM RECORDS</b> Records documenting supervision for defendants who do not pose a risk to the community as they await trial.	Destroy in office 3 years after trial.	
21.	<b>REASONABLE ACCOMMODATIONS</b> Records concerning agency efforts to provide reasonable accommodations to the general public under Title II of the Americans with Disabilities Act, Housing and Urban Development Act, 1973 Rehabilitation Act, and Title VII of the Civil Rights Act of 1964. Includes constituent requests, survey of agency buildings to determine accessibility to the physically handicapped, proposals for implementation, and resolutions.  See also <b>CITIZEN COMMENTS, COMPLAINTS, PETITIONS, AND SERVICE REQUESTS</b> , page 4, item 17, and <b>CIVIL RIGHTS CASE RECORDS</b> , page 44, item 4.	Destroy in office after 2 years.*	Authority: 42 USC 12132

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ITEM #	STANDARD 5: LEGAL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
22.	<b>RELEASE FORMS</b> Records documenting consent and waiving the individual's right to hold the agency responsible for injuries or damages occurring while voluntarily participating in events or activities.	Destroy in office 5 years after termination of release/waiver.	
23.	<b>VEHICLE TITLES</b> Titles of agency owned vehicles.	Dispose of in accordance with Division of Motor Vehicles procedures for title transfer upon disposition of vehicle.	Authority: G.S. § 20-72

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**STANDARD 6: PERSONNEL RECORDS**

Official records and materials created and accumulated incidental to the employment, qualifications, training, and pay status of agency employees. Comply with applicable provisions of G.S. § 115C Article 21A (LEAs), G.S. § 122C-158 (area authorities), G.S. § 130A-45.9 (public health authorities), G.S. § 153A-98 (county), G.S. § 160A-168 (municipal), G.S. § 161E-257.2 (public hospitals), and G.S. § 162A-6.1 (water and sewer authorities) regarding confidentiality of personnel records.

ITEM #	STANDARD 6: PERSONNEL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
1.	<b>ABOLISHED POSITIONS</b>	Destroy in office after 1 year.	
2.	 <b>ADMINISTRATIVE INVESTIGATIONS</b> Records concerning the investigation of conduct problems among agency personnel.  See also <b>DISCIPLINARY ACTIONS</b> , page 54, item 12.	a) Destroy in office after 3 years records concerning complaints against agency personnel that are resolved without an internal investigation.  b) Destroy in office after 5 years records concerning complaints lodged against agency personnel that are exonerated. Destroy in office 5 years after final disposition or expiration of relevant statute of limitations complaints lodged against agency personnel that are settled out-of-court.  c) Transfer investigation reports, disciplinary actions, and other related internal affairs case records to <b>PERSONNEL RECORDS (OFFICIAL COPY)</b> , page 61, item 29.	Confidentiality: G.S. § 115C Art. 21A G.S. § 122C-158 G.S. § 130A-45.9 G.S. § 153A-98 G.S. § 160-168 G.S. § 161E-257.2 G.S. § 162A-6.1


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ITEM #	STANDARD 6: PERSONNEL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
3. 	<b>APPLICATIONS FOR EMPLOYMENT</b> Records submitted by job applicants for vacant positions or by current employees for promotion, transfer, or training opportunities. Includes applications, transcripts, resumes, letters of reference, and other related records.	a) Transfer applications, resumes, transcripts, and similar records as applicable to <b>PERSONNEL RECORDS (OFFICIAL COPY)</b> , page 61, item 29. b) Destroy in office after 2 years unsolicited application materials from individuals hired. c) Destroy in office records concerning individuals not hired 2 years after date of receipt, if no charge of discrimination has been filed. If charge has been filed, destroy in office 1 year after resolution of charge.* d) Destroy in office 2 years after receipt unsolicited applications/resumes and those received after posted closing dates.	Confidentiality: G.S. § 115C Art. 21A G.S. § 122C-158 G.S. § 130A-45.9 G.S. § 153A-98 G.S. § 160-168 G.S. § 161E-257.2 G.S. § 162A-6.1  Retention: 29 CFR 1602.31
4.	<b>APPRENTICESHIP PROGRAM RECORDS</b> Records concerning registered apprenticeship programs. Includes applications and selection materials as well as aggregated data. Also includes apprenticeship affirmative action plans.	Destroy in office 5 years after the making of the record or the personnel action involved, whichever occurs later.	Authority: 29 CFR 30.4(a) 29 CFR 1602.20  Retention: 29 CFR 30.12(d) 29 CFR 1602.21

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ITEM #	STANDARD 6: PERSONNEL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
5. 	<b>APTITUDE AND SKILLS TESTING RECORDS</b> Records concerning aptitude and skills tests required of job applicants or of current employees to qualify for promotion or transfer. Includes civil service examinations.  See also <b>EMPLOYMENT SELECTION RECORDS</b> , page 56, item 17.	Destroy in office after 2 years.	Confidentiality: G.S. § 115C Art. 21A G.S. § 122C-158 G.S. § 130A-45.9 G.S. § 153A-98 G.S. § 160-168 G.S. § 161E-257.2 G.S. § 162A-6.1  Retention: 29 CFR 1602.31 29 CFR 1627.3(b)(1)(iv)
6.	<b>ASBESTOS TRAINING</b> Records concerning training programs about the proper management of asbestos.  See also <b>BLOODBORNE PATHOGEN TRAINING</b> , page 53, item 8, and <b>HAZARDOUS MATERIALS TRAINING RECORDS</b> , page 58, item 21.	a) Destroy in office employee-specific records 1 year after separation.  b) Destroy in office remaining records when superseded or obsolete.	Retention: 29 CFR 1910.1001(m)(4)
7.	<b>BENEFITS RECORDS</b> Records concerning life, health, accident, and disability insurance plans as well as seniority and merit systems. Includes records concerning systems in which employees can select fringe benefits from a cafeteria plan, including flexible spending plans. File also includes notifications, election and claim forms, rejection letters, and other records related to COBRA (Consolidated Omnibus Budget Reconciliation Act).	a) Destroy in office approved claims forms after 2 years.* b) Destroy in office rejected requests 6 months after decision. c) Destroy in office notifications to employees or dependents informing them of their rights to continue insurance coverage after termination or during disability or family leave 3 years after employee returns or eligibility expires. d) Destroy in office remaining records 1 year after plan is terminated.	Retention: 29 CFR 1627.3(b)(2)

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ITEM #	STANDARD 6: PERSONNEL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
8.	<b>BLOODBORNE PATHOGEN TRAINING</b> Includes records showing date of training, sessions, contents or summaries of sessions, names of employees attending, and names and qualifications of instructors.  See also <b>ASBESTOS TRAINING</b> , page 52, item 6, and <b>HAZARDOUS MATERIALS TRAINING RECORDS</b> , page 58, item 21.	Destroy in office after 3 years.	Retention: 29 CFR 1910.1030(h)(2)(ii)
9.	 <b>CERTIFICATION AND QUALIFICATION RECORDS</b> Records concerning certification or qualification as required for employment, continued employment, or promotion.  See also <b>APPLICATIONS FOR EMPLOYMENT</b> , page 51, item 3.	a) Destroy in office certificates 5 years after date of separation.  b) Destroy in office instructional materials, assessments, and other related records when superseded or obsolete.	Confidentiality: G.S. § 115C Art. 21A G.S. § 122C-158 G.S. § 130A-45.9 G.S. § 153A-98 G.S. § 160-168 G.S. § 161E-257.2 G.S. § 162A-6.1  Retention: 29 CFR 1602.31
10.	<b>DIRECTORIES, ROSTERS, OR INDICES</b> Includes records listing employees, their job titles, work locations, phone numbers, e-mail addresses, and similar information.	Destroy in office when superseded or obsolete.	




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ITEM #	STANDARD 6: PERSONNEL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
11.	<b>DISABILITY SALARY CONTINUATION CLAIMS</b> Forms used by disabled employees to apply for salary continuation benefits. Also include short-term disability claims forms and other related records.	a) Transfer original forms to Local Government Employees' Retirement System (LGERS) or Teachers' and State Employees' Retirement System (TSERS) for action when received. b) Destroy in office remaining records after 3 years.	
12.	<b>DISCIPLINARY ACTIONS</b> Correspondence (including e-mail) and other records concerning disciplinary actions taken against employees by personnel or supervisory staff, including records documenting terminations. Includes records created by civil service boards when considering, or reconsidering on appeal, an adverse action against an employee.	a) Transfer records as applicable to <b>PERSONNEL RECORDS (OFFICIAL COPY)</b> , page 61, item 29. b) Destroy in office all remaining records 2 years after resolution of all actions.	Authority: G.S. § 115C Art. 21A G.S. § 122C-158 G.S. § 130A-45.9 G.S. § 153A-98 G.S. § 160-168 G.S. § 161E-257.2 G.S. § 162A-6.1  Retention: 29 CFR 1602.31  Subject to the public information provision delineated in the above authorities.
13.	<b>DUAL EMPLOYMENT</b> Records concerning employees' requests and authorizations to accept employment with another local government agency.	a) Destroy in office approved requests and related records 1 year after employee terminates additional employment. b) Destroy in office denied requests and related records after 6 months.	



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ITEM #	STANDARD 6: PERSONNEL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
14. 	<b>EDUCATIONAL LEAVE AND REIMBURSEMENT</b> Includes records requesting educational leave and tuition assistance, reimbursements, and other related records.  See also <b>LEAVE RECORDS</b> , page 58, item 24.	a) Transfer records documenting approved leave requests to <b>PERSONNEL RECORDS (OFFICIAL COPY)</b> , page 61, item 29. b) Destroy in office records concerning denied requests 6 months after denial.* Destroy in office records concerning approved tuition reimbursements 3 years after reimbursement.*	Confidentiality: G.S. § 115C Art. 21A G.S. § 122C-158 G.S. § 130A-45.9 G.S. § 153A-98 G.S. § 160-168 G.S. § 161E-257.2 G.S. § 162A-6.1
15. 	<b>ELIGIBILITY RECORDS</b> Includes the I-9 forms, employment authorization documents filed with the U.S. Department of Labor, petitions filed by the agency, E-Verify documentation, and Selective Service Registration compliance forms.	a) I-9 forms have mandatory retention throughout the duration of an individual's employment. After separation, destroy records in office 3 years from date of hire or 1 year from separation, whichever occurs later. b) Destroy in office after 5 years employment authorization documents filed with the U.S. Department of Labor. c) Destroy in office immigrant or nonimmigrant petitions filed by the agency 3 years after employee separation. d) Destroy in office remaining records 1 year after employee separation.	Confidentiality: G.S. § 115C Art. 21A G.S. § 122C-158 G.S. § 130A-45.9 G.S. § 153A-98 G.S. § 160-168 G.S. § 161E-257.2 G.S. § 162A-6.1  Retention: 8 USC 1324a(b)(3)
16. 	<b>EMPLOYEE ASSISTANCE PROGRAMS</b> Records documenting assistance and counseling opportunities. Includes requests for information, referrals, forms, releases, correspondence, and other related records.	Destroy in office after 3 years.	Confidentiality: G.S. § 115C Art. 21A G.S. § 122C-158 G.S. § 130A-45.9 G.S. § 153A-98 G.S. § 160-168 G.S. § 161E-257.2 G.S. § 162A-6.1



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† See signature page. The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Natural and Cultural Resources has scheduled with the disposition instruction "destroy when reference value ends." Please use the space provided.

ITEM #	STANDARD 6: PERSONNEL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
17. 	<b>EMPLOYMENT SELECTION RECORDS</b> Records concerning the selection of applicants for vacant positions or of current employees for promotion, transfer, or training opportunities. Includes interview documentation, rosters, eligibility lists, test ranking sheets, justification statements, background and criminal history checks, and similar records.  See also <b>APPLICATIONS FOR EMPLOYMENT</b> , page 51, item 3, and <b>APTITUDE AND SKILLS TESTING RECORDS</b> , page 52, item 5.	a) Destroy in office background and criminal history checks after 5 years.  b) Destroy in office remaining records 2 years after hiring decision.*	Confidentiality: G.S. § 115C Art. 21A G.S. § 122C-158 G.S. § 130A-45.9 G.S. § 153A-98 G.S. § 160-168 G.S. § 161E-257.2 G.S. § 162A-6.1  Retention: 29 CFR 1602.31 29 CFR 1627.3(b)(1)
18. 	<b>EXIT INTERVIEW RECORDS</b> Includes feedback from employees planning to separate from the agency.	Destroy in office after 1 year.	Confidentiality: G.S. § 115C Art. 21A G.S. § 122C-158 G.S. § 130A-45.9 G.S. § 153A-98 G.S. § 160-168 G.S. § 161E-257.2 G.S. § 162A-6.1


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ITEM #	STANDARD 6: PERSONNEL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
19. 	<b>FAMILY MEDICAL LEAVE ACT (FMLA) RECORDS</b> Records concerning leave taken, premium payments, employer notice, medical examinations considered in connection with personnel action, disputes with employees over FMLA, and other related records.  See also <b>LEAVE RECORDS</b> , page 58, item 24.	Destroy in office 3 years after leave ends.*	Authority: 29 CFR 825.110  Confidentiality: G.S. § 115C Art. 21A G.S. § 122C-158 G.S. § 130A-45.9 G.S. § 153A-98 G.S. § 160-168 G.S. § 161E-257.2 G.S. § 162A-6.1  Retention: 29 CFR 825.500(b)
20. 	<b>GRIEVANCES</b> Includes initial complaint by employee, investigation, action, summary, and disposition.  See also <b>DISCIPLINARY ACTIONS</b> , page 54, item 12, and <b>PERSONNEL RECORDS (OFFICIAL COPY)</b> , page 61, item 29.	Destroy in office after 2 years.*	Confidentiality: G.S. § 115C Art. 21A G.S. § 122C-158 G.S. § 130A-45.9 G.S. § 153A-98 G.S. § 160-168 G.S. § 161E-257.2 G.S. § 162A-6.1


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ITEM #	STANDARD 6: PERSONNEL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
21.	<b>HAZARDOUS MATERIALS TRAINING RECORDS</b> Includes records showing date of training, sessions, contents or summaries of sessions, names of employees attending, and names and qualifications of instructors.  See also <b>ASBESTOS TRAINING</b> , page 52, item 6, and <b>BLOODBORNE PATHOGEN TRAINING</b> , page 53, item 8.	Destroy in office after 5 years.	Authority: 29 CFR 1910.120(p)(8)(iii) 10A NCAC 15
22.	<b>INTERNSHIP PROGRAM</b> Records concerning interns and students who work for the agency.	Destroy in office after 2 years.	
23.	<b>LAW ENFORCEMENT TRAINING</b> Records concerning internal training for law enforcement personnel.	Retain in office permanently.	
24.	 <b>LEAVE RECORDS</b> Records concerning employee leave, including requests for and approval of sick, vacation, overtime, buy-back, shared, donated, etc. Also includes records documenting leave without pay.  See also <b>EDUCATIONAL LEAVE AND REIMBURSEMENT</b> , page 55, item 14, <b>FAMILY MEDICAL LEAVE ACT (FMLA) RECORDS</b> , page 57, item 19, and <b>MILITARY LEAVE</b> , page 59, item 26.	a) Destroy in office denied requests after 6 months. b) Destroy in office approved requests 3 years after return of employee or termination of employment.*	Confidentiality: G.S. § 115C Art. 21A G.S. § 122C-158 G.S. § 130A-45.9 G.S. § 153A-98 G.S. § 160-168 G.S. § 161E-257.2 G.S. § 162A-6.1


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ITEM #	STANDARD 6: PERSONNEL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
25.	 <b>MEDICAL RECORDS</b> Records concerning asbestos, toxic substances, and bloodborne pathogen exposure; medical examinations required by state or federal law; and records of injury or illness. (Does not include worker's compensation or health insurance claim records.)	a) Destroy in office exposure records 30 years after date of exposure.* b) Destroy in office records pertaining to first-aid job-related illness and injury after 5 years. c) Provide medical records to employees who have worked for less than 1 year at time of separation. d) Destroy in office after 1 year records concerning physical examinations or health certificates. e) Destroy in office remaining records 30 years after employee separation.  <i>Retention Note: Records must be maintained separately from an employee's personnel jacket. If part of a worker's compensation claim, follow disposition for <b>WORKERS' COMPENSATION PROGRAM CLAIMS</b>, page 66, item 50.</i>	Authority: 29 CFR 1910.1020(e)  Confidentiality: 29 CFR 1630.14(c)(1) 29 CFR 1910.1030(h)(1)(iii)  Retention: 29 CFR 1627.3(b)(1)(v) 29 CFR 1910.1020(d) 42 USC 12112(d)(3)
26.	<b>MILITARY LEAVE</b> Records concerning military leave, as established by the Uniformed Services Employment and Reemployment Rights Act (USERRA).  See also <b>LEAVE RECORDS</b> , page 58, item 24.	Destroy in office 3 years after leave ends or employee separates from agency.*	Authority: 5 CFR 1208

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ITEM #	STANDARD 6: PERSONNEL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
27. 	<b>PERFORMANCE REVIEWS</b> Information used to establish employees' goals and primary tasks. Records used to evaluate each employee's work performance.  See also <b>PERSONNEL RECORDS (OFFICIAL COPY)</b> , page 61, item 29.	Destroy in office after 3 years.	Confidentiality (applies only to performance evaluations): G.S. § 115C Art. 21A G.S. § 122C-158 G.S. § 130A-45.9 G.S. § 153A-98 G.S. § 160-168 G.S. § 161E-257.2 G.S. § 162A-6.1
28.	<b>PERSONNEL ACTION NOTICES</b> Records used to create or change information in the personnel records of individual employees concerning such issues as hiring, termination, transfer, pay grade, and position or job title.	Transfer records to <b>PERSONNEL RECORDS (OFFICIAL COPY)</b> , page 61, item 29.	Subject to the public information provision delineated in relevant General Statutes.

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ITEM #	STANDARD 6: PERSONNEL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
29. 	<b>PERSONNEL RECORDS (OFFICIAL COPY)</b> Official copy of personnel file maintained on each permanent and temporary agency employee. Includes basic employee information and records and forms relating to the selection or non-selection, promotion, transfer, leave, salary, suspension, and termination of employment.  Note: For agencies responsible for maintaining personnel files for criminal justice officers, please consult 12 NCAC 09C .0307 for the mandatory records of certification that must be housed in the personnel file.  See also <b>MEDICAL RECORDS</b> , page 59, item 25.	a) Destroy in office after 30 years from date of separation information needed to document: date and amount of each increase or decrease in salary with that agency; date and type of each promotion, demotion, transfer, suspension, separation, or other change in position classification with that agency; date and general description of the reasons for each promotion with that agency; date and type of each dismissal, suspension, or demotion for disciplinary reasons taken by the agency; and, if the disciplinary action was a dismissal, a copy of the written notice of the final decision of the agency setting forth the specific acts or omissions that are the basis of the dismissal.  b) Destroy in office information necessary to verify benefits 30 years after date of separation.  c) Destroy in office remaining records when individual retention periods are reached as noted in individual items in the Records Retention and Disposition Schedule.	Authority/ Confidentiality: G.S. § 115C Art. 21A G.S. § 122C-158 G.S. § 130A-45.9 G.S. § 153A-98 G.S. § 160-168 G.S. § 161E-257.2 G.S. § 162A-6.1
30. 	<b>PERSONNEL RECORDS (SUPERVISOR COPY)</b> Personnel jacket that is often maintained by supervisors.	a) Transfer records as applicable to <b>PERSONNEL RECORDS (OFFICIAL COPY)</b> , page 61, item 29.  b) Destroy in office remaining records when reference value ends. <sup>†</sup>  Agency Policy: Destroy in office after <u>upon transfer to HR</u>	Confidentiality: G.S. § 115C Art. 21A G.S. § 122C-158 G.S. § 130A-45.9 G.S. § 153A-98 G.S. § 160-168 G.S. § 161E-257.2 G.S. § 162A-6.1


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ITEM #	STANDARD 6: PERSONNEL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
31.	<b>POLICIES AND PROCEDURES (PERSONNEL)</b>	a) Retain in office internal agency personnel policies and procedures permanently. b) Destroy in office remaining records when superseded or obsolete.	
32.	 <b>POLYGRAPH RECORDS</b> Includes statements informing employee of the time, place, and reasons for the test; copy of notice sent to examiner identifying employee to be tested; and copies of opinions, reports, or similar records generated by the examiner and provided to the agency.	Destroy in office 3 years from the date the test was given, or from the date the test was requested if no examination was given.	Confidentiality: G.S. § 115C Art. 21A G.S. § 122C-158 G.S. § 130A-45.9 G.S. § 153A-98 G.S. § 160-168 G.S. § 161E-257.2 G.S. § 162A-6.1  Retention: 29 CFR 801.30
33.	<b>POSITION CLASSIFICATION, CONTROL, AND HISTORY</b> Records concerning personnel actions and position control, status of each established permanent, temporary full-time, or part-time position, and other related topics. Also includes listings providing classification, titles, and position numbers.  See also <b>POSITION DESCRIPTIONS</b> , page 62, item 34.	a) Retain in office records with historical value permanently. b) Destroy in office remaining records when superseded or obsolete.	
34.	<b>POSITION DESCRIPTIONS</b> Includes information on job title, grade, duties, agency assigned, and responsibilities.	Destroy in office 2 years after superseded.	Retention: 29 CFR 1620.32

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ITEM #	STANDARD 6: PERSONNEL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
35.	<b>POSITION EVALUATIONS</b> Forms used to evaluate the primary purpose of a position.	Destroy in office after 1 year.	
36.	<b>RECRUITMENT RECORDS</b> Includes ads and notices of overtime, promotion, and training. Also includes employment listings.	Destroy in office 1 year from date of record.	Retention: 29 CFR 1627.3(b)
37.	<b>RETIREMENT RECORDS</b> Includes plans and related records outlining the terms of employee pension and other deferred compensation plans.	a) Destroy in office records documenting deferred compensation 3 years after payment.* b) Destroy in office descriptive information about retirements plans 1 year after plan is terminated. c) Destroy in office records concerning employer-sponsored retirement plans 7 years after payment.* d) Transfer Local Governmental Employees' Retirement System (LGERS) forms to Department of State Treasurer. e) Transfer applicable records to <b>PERSONNEL RECORDS (OFFICIAL COPY)</b> , page 61, item 29.	Retention: 29 CFR 1627.3(b)(2)
38. 	<b>SEASONAL AND CONTRACT WORKER RECORDS</b> Records concerning seasonal or contractual employees who are not provided with or eligible for benefits.	Destroy in office 5 years after date of separation.	Confidentiality: G.S. § 115C Art. 21A G.S. § 122C-158 G.S. § 130A-45.9 G.S. § 153A-98 G.S. § 160-168 G.S. § 161E-257.2 G.S. § 162A-6.1


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ITEM #	STANDARD 6: PERSONNEL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
39.	<b>SECONDARY EMPLOYMENT</b> Records concerning employees' requests and authorizations to accept employment with a private entity.	a) Destroy in office approved requests and related records 1 year after employee terminates outside employment. b) Destroy in office denied requests and related records after 6 months.	
40.	<b>SERVICE AWARDS AND COMMENDATIONS</b> Includes award and selection committee reports, nominations, selection criteria, and similar administrative records relating to employee recognition or incentive programs.  See also <b>PERSONNEL RECORDS (OFFICIAL COPY)</b> , page 61, item 29.	Destroy in office 2 years from date of record creation or the personnel action involved.	
41.	<b>SUGGESTIONS AND SURVEYS</b> Recommendations and feedback submitted by agency employees.	Destroy in office after 1 year.	
42.	<b>TRAINING AND EDUCATIONAL RECORDS</b> Includes employee-specific records (certificates, transcripts, test scores, etc.) relating to the training, testing, or continuing education of employees.  See also <b>CONFERENCES AND WORKSHOPS</b> , page 68, item 4, and <b>EDUCATIONAL LEAVE AND REIMBURSEMENT</b> , page 55, item 14. Other required trainings are handled in <b>ASBESTOS TRAINING</b> , page 52, item 6, <b>BLOODBORNE PATHOGEN TRAINING</b> , page 53, item 8, and <b>HAZARDOUS MATERIALS TRAINING RECORDS</b> , page 58, item 21.	a) Transfer records as applicable to <b>PERSONNEL RECORDS (OFFICIAL COPY)</b> , page 61, item 29, if such training and testing is required for the position held or could affect career advancement. b) Destroy in office remaining records after 1 year.	Retention: 29 CFR 1627.3(b)(1)(iv)


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ITEM #	STANDARD 6: PERSONNEL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
43. 	<b>UNEMPLOYMENT COMPENSATION CLAIMS</b> Claim forms and other related records concerning unemployment compensation cases.	Destroy in office after 3 years.*	Confidentiality: G.S. § 115C Art. 21A G.S. § 122C-158 G.S. § 130A-45.9 G.S. § 153A-98 G.S. § 160-168 G.S. § 161E-257.2 G.S. § 162A-6.1
44.	<b>UNEMPLOYMENT COMPENSATION REPORTS</b> Quarterly reports showing month-to-date wages, month-to-date compensation, year-to-date wages, and year-to-date compensation for each employee. May be filed with NC Division of Employment Security.	Destroy in office after 3 years.*	
45.	<b>UNEMPLOYMENT INSURANCE</b> Forms submitted to the Department of Commerce to report wage records of terminated employees.	Transfer to the N.C. Department of Commerce, Division of Employment Security.	
46.	<b>VERIFICATION OF EMPLOYMENT RECORDS</b> Inquiries and responses concerning verification of an employee's prior or current employment with the agency.	Destroy in office after 1 year.	
47.	<b>VOLUNTEER RECORDS</b> Records concerning individuals who volunteer to assist with various agency activities.	Destroy in office 2 years after completion of assignment.	
48.	<b>WORK SCHEDULES AND ASSIGNMENTS</b> Records concerning work, duty, shift, crew, or case schedules, rosters, or assignments.	Destroy in office after 1 year.	

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ITEM #	STANDARD 6: PERSONNEL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
49.	<b>WORKERS' COMPENSATION PROGRAM ADMINISTRATION</b> Includes program policies, guidelines, and related administrative documentation.	a) Retain in office records with historical value permanently. b) Destroy in office remaining records when superseded or obsolete.	
50.	 <b>WORKERS' COMPENSATION PROGRAM CLAIMS</b> Records concerning workers' compensation claims filed by employees' supervisors concerning accidental injuries or illnesses suffered on the job. Includes Employer's Report of Injury to Employee (Form 19), accident investigation reports, medical reports, claim cost reports, reference copies of medical invoices, and other related records. <i>Note: All official copies of claims records should be transferred to the North Carolina Industrial Commission in compliance with G.S. § 97-92(a).</i>	Destroy in office agency's working file for workers' compensation claims by its employees 5 years after employee returns to work or separates from agency.	Confidentiality: G.S. § 8-53 G.S. § 97-92(b)

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**STANDARD 7: PUBLIC RELATIONS RECORDS**

Official records and materials created and accumulated by internal public relations programs operated by the agency.

ITEM #	STANDARD 7: PUBLIC RELATIONS RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
1.	<b>AGENCY PUBLICATIONS</b> Publications created at agency expense. Also includes correspondence and other related records regarding the design and creation of agency publications.	a) Retain in office records with historical value permanently. b) Destroy publications management records after 5 years. c) Destroy in office remaining records when reference value ends. <sup>†</sup> Agency Policy: Destroy in office after <u>5 years</u>	
2.	<b>AUDIO-VISUAL RECORDINGS</b> Recordings (including digital) and films produced by the agency. This does not include recordings of public meetings or security videos.  See also <b>AUDIO AND VIDEO RECORDINGS OF MEETINGS</b> , page 2, item 7, and <b>OFFICE SECURITY RECORDS</b> , page 12, item 46.	a) Retain in office records with historical value permanently. b) Destroy in office remaining records when reference value ends. <sup>†</sup> Agency Policy: Destroy in office after <u>5 years</u>	
3.	<b>COMMUNITY AWARDS</b> Records concerning awards by the agency recognizing community contributions.	a) Retain in office records with historical value permanently. b) Destroy in office remaining records when reference value ends. <sup>†</sup> Agency Policy: Destroy in office after <u>5 years</u>	

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ITEM #	STANDARD 7: PUBLIC RELATIONS RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
4.	<b>CONFERENCES AND WORKSHOPS</b> Records concerning conferences and workshops conducted by agency employees. Includes slides, charts, transparencies, handouts, and other related records used in presentations.  See also <b>TRAINING AND EDUCATIONAL RECORDS</b> , page 64, item 42.	a) Retain in office records with historical value permanently. b) Destroy in office remaining records when superseded or obsolete.	
5.	<b>EDUCATIONAL MATERIALS</b> Materials produced for usage by teachers or tour groups. Includes lesson plans, activities, and other related records.	Destroy in office when superseded or obsolete.	
6.	<b>FUND DRIVE AND EVENT RECORDS</b> Records documenting the promotion and organization of fund drives and other special events in which the agency participated. Includes records concerning solicitations requesting and donations providing money or in-kind donations for agency programs. Also includes invitations, registration materials, agendas, handouts, presentations, and programs.  See also <b>DONATIONS AND SOLICITATIONS</b> , page 22, item 21.	a) Retain in office records with historical value permanently. b) Destroy in office remaining records when superseded or obsolete.	
7.	<b>INVITATIONS</b> Invitations sent and received concerning agency and external functions.	Destroy in office after event occurs.	

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ITEM #	STANDARD 7: PUBLIC RELATIONS RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
8.	<b>MEDIA FILE</b> Reference copies of newspaper, magazine, and other media clippings concerning the agency, agency officials, and other topics of interest.	Destroy in office when reference value ends. <sup>†</sup> Agency Policy: Destroy in office after <u>3 years</u>	
9.	<b>POPULAR ANNUAL FINANCE REPORT</b> Comprehensive annual financial report (CAFR)	a) Retain records with historical value permanently. b) Destroy in office remaining records when superseded or obsolete.	
10.	<b>PUBLIC HEARINGS</b> Includes agendas, minutes, notices, speaker sign-up sheets, and similar documentation.	a) Retain in office minutes permanently. b) Destroy in office remaining records after 1 year.	
11.	<b>PUBLIC RECORDS REQUESTS</b> Formal requests submitted by persons seeking access to agency records along with documentation of agency response.	Destroy in office 2 years after resolution.*  <i>Note: These disposition instructions apply only to the request, internal agency records related to searching for and preparing responsive records, and communication of response; the documents that are responsive to public records requests should be handled according to their respective disposition instructions. However, if the agency also retains separate copies of the documents that are responsive to public records requests, they may also be destroyed 2 years after completion of the request.</i>	
12.	<b>PUBLICITY RECORDS</b> Records concerning overall public relations of agency. Includes advertisements, announcements, correspondence (including e-mail), photographic materials, news and press releases, and other related records.	a) Retain in office records with historical value permanently. b) Destroy in office remaining records when superseded or obsolete.*	

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ITEM #	STANDARD 7: PUBLIC RELATIONS RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
13.	<b>SOCIAL MEDIA</b>	See <b>APPENDIX</b> (page 79) for guidance in handling social media.	
14.	<b>SPEECHES</b> Speeches made by agency officials.	a) Retain in office records with historical value permanently. b) Destroy in office remaining records when reference value ends. <sup>†</sup> Agency Policy: Destroy in office after <u>5 years</u>	
15.	<b>WEBSITE (ELECTRONIC)</b> Records created and maintained in paper and electronic formats concerning the creation and maintenance of the agency's presence on the World Wide Web. Includes correspondence (including e-mail), procedures, instructions, website designs, HTML/XHTML, or other web-based file formats, and other related records.  See also <b>WEB MANAGEMENT AND OPERATIONS RECORDS: STRUCTURE</b> , page 42, item 19.	a) Capture website annually or whenever a major revision in design and/or content has taken place, whichever occurs first. Retain captured content in office permanently. Can be maintained as website snapshots or via Web crawler. b) Destroy in office remaining records when superseded or obsolete.	

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**STANDARD 8: RISK MANAGEMENT RECORDS**

Official records created and accumulated to manage risks in the agency.

ITEM #	STANDARD 8: RISK MANAGEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
1.	<b>ACCIDENT/INCIDENT REPORTS (CUSTOMER AND EMPLOYEE)</b>  See also <b>WORKERS' COMPENSATION PROGRAM CLAIMS</b> , page 66, item 50.	a) Transfer records resulting in workers' compensation to <b>WORKERS' COMPENSATION PROGRAM CLAIMS</b> , page 66, item 50. b) Destroy in office remaining employee claims 3 years after settlement or denial of claim.* c) Destroy in office adult non-employee reports 3 years after settlement or denial of claim.* d) Destroy in office reports that do not result in claims or official action after 3 years. e) Destroy in office reports of minors after minor has reached age of 21.	
2.	<b>ASBESTOS MANAGEMENT PLAN</b>	a) Destroy in office 1 year after building is demolished. b) If building is sold, transfer records to new owner.	Retention: 29 CFR 1910.1001(j)(3)(ii)
3.	<b>DECLARATIONS AND TERMINATIONS OF STATES OF EMERGENCY</b>	Retain in office permanently.	Authority: G.S. § 166A-19.22

\* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION**, page vi.

† See signature page. The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Natural and Cultural Resources has scheduled with the disposition instruction "destroy when reference value ends." Please use the space provided.

ITEM #	STANDARD 8: RISK MANAGEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
4. 	<b>DISASTER AND EMERGENCY MANAGEMENT PLANS</b> Records concerning preparedness, evacuations, and operations in the event of a disaster (natural, accidental, or malicious). Includes background surveys, studies, reports, and records concerning the process of notifying personnel in the event of an emergency. Also includes Continuity of Operations Plans (COOP) and Business Continuity Plans (BCP).	Destroy in office when superseded or obsolete.	Confidentiality: G.S. § 132-1.7
5.	<b>DISASTER RECOVERY</b> Administrative records documenting recovery efforts.	a) Retain in office permanently records documenting major agency disaster recovery efforts b) Destroy in office after 3 years records concerning minor or routine agency recovery operations that are managed with minimal disruption to normal operations.	
6.	<b>EMERGENCY DRILLS AND EQUIPMENT RECORDS</b> Includes test records for fire suppression, defibrillator, respirator fit, and other emergency equipment. Also includes records concerning agency emergency and fire drills.	Destroy in office when superseded or obsolete.	
7.	<b>EMPLOYEE SECURITY RECORDS</b> Records concerning the issuance of keys, identification cards, parking assignments, passes, etc., to employees.	Destroy in office when superseded or obsolete.	
8.	<b>FIRE, HEALTH, AND SAFETY RECORDS</b> Records concerning agency safety measures. Includes reports, logs, and other related records documenting inspections of agency facilities.	Destroy in office when superseded or obsolete.	

\* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION**, page vi.

† See signature page. The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Natural and Cultural Resources has scheduled with the disposition instruction "destroy when reference value ends." Please use the space provided.

ITEM #	STANDARD 8: RISK MANAGEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
9.	<b>FUEL OIL STORAGE TANK RECORDS</b>	Destroy in office closure records 3 years after completion of permanent closure.	Authority: 40 CFR 280.34  Retention: 40 CFR 280.74
10.	<b>HAZARDOUS MATERIALS MANAGEMENT</b> Records related to hazardous materials and hazard mitigation plans.	a) Destroy in office after 30 years records related to hazardous materials, including biowaste. b) Destroy in office after 5 years records concerning the receipt, maintenance, and disposal of radioactive materials. c) Destroy in office 3 years after superseded or obsolete records concerning hazard mitigation plans.	
11.	<b>INSURANCE POLICIES</b> Records concerning automobile, theft, fire, and all other insurance policies purchased by agency. Also includes insurance audits, claims reports, surveys, endorsements, certificates of insurance, and waivers.	a) Destroy in office records concerning automobile and other liability insurance policies 10 years after superseded or obsolete.* b) Destroy in office certificates of insurance after 1 year. c) Destroy in office self-insurer certifications 6 years from date of termination of policy or settlement of all claims. d) Destroy in office remaining records after 1 year after superseded or obsolete.	
12.	<b>LOSS CONTROL INSPECTION REPORTS</b> Self-inspections to identify potential liabilities or hazards that may exist in agency owned buildings or property.	Destroy in office when superseded or obsolete.	

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† See signature page. The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Natural and Cultural Resources has scheduled with the disposition instruction "destroy when reference value ends." Please use the space provided.

ITEM #	STANDARD 8: RISK MANAGEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
13.	<b>LOST, STOLEN, OR DAMAGED PROPERTY REPORTS</b> Includes citizen reports of property lost or stolen at agency. Also includes reports and employee narratives of vandalism to agency property.	Destroy in office after 2 years.*	
14.	<b>OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA)</b> Records concerning injury or illness, extent and outcomes, summary totals for calendar year, and OSHA forms. Includes ergonomic assessments for employees.	Destroy in office after 5 years.	Retention: 29 CFR 1904.33 29 CFR 1904.44
15.	<b>SAFETY DATA SHEETS</b> Forms supplied to agencies from manufacturers and distributors of hazardous materials for materials held by the agency.	Destroy in office 30 years after materials have been disposed of according to manufacturer's instructions.  <i>Retention Note: A data sheet for a mixture may be discarded if the new data sheet includes the same hazardous chemicals as the original formulation. If the formulation is different, both data sheets must be retained for 30 years. Data sheets may also be discarded if some other record identifying the substances used, where they were used, and when they were used is retained the required 30-year period.</i>	Retention: 29 CFR 1910.1020(d)(1)(ii)(B)

\* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION**, page vi.

† See signature page. The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Natural and Cultural Resources has scheduled with the disposition instruction "destroy when reference value ends." Please use the space provided.

**STANDARD 9: WORKFORCE DEVELOPMENT RECORDS**

Official records created and accumulated by the agency to manage workforce development programs. Relevant legislation includes the Comprehensive Employment and Training Act, the Job Training and Partnership Act, the Workforce Investment Act, and the Workforce Innovation and Opportunity Act.

ITEM #	STANDARD 9: WORKFORCE DEVELOPMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
1.	<b>AUDIT/AUDIT RESOLUTIONS</b> Records concerning reports from financial and compliance audits conducted on WIA programs in accordance with OMB Circular A-133. Includes audit reports and correspondence concerning audits and audit resolutions for the local area. Also includes federal and state audits.	Destroy in office after 3 years.	Authority: OMB Circular A-133 29 CFR 97.26
2.	<b>LOCAL AREA JOB TRAINING PLAN RECORDS</b> Records concerning the local board's bid process for contracting workforce development programs.	Destroy in office when superseded or obsolete.	Authority: 20 CFR 652.8
3.	<b>PARTICIPANT RECORDS</b> Records concerning applicants, registrants, eligible applicants/registrants, participants, terminees, and employees who submit requests for services of the Dislocated Workers Program and Workforce Investment Act programs. Includes applications, client history, Employability Development Plans, program referral, monitoring notes, pay authorizations, release forms, and WIA follow-up questionnaires.	Destroy in office 3 years after close of audit/final year expenditure.*	Authority: 20 CFR 652.8

\* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION**, page vi.

† See signature page. The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Natural and Cultural Resources has scheduled with the disposition instruction "destroy when reference value ends." Please use the space provided.

## DESTRUCTION OF PUBLIC RECORDS

---

### ***Q. When can I destroy records?***

- A.** Each records series listed on this schedule has specific disposition instructions that indicate how long the series must be kept in your office. In some cases, the disposition instructions are “Retain in office permanently,” which means that those records must be kept in your offices forever.
- 

### ***Q. How do I destroy records?***

- A.** After your agency has approved this records retention and disposition schedule, records should be destroyed in one of the following ways:
- 1) burned, unless prohibited by local ordinance;
  - 2) shredded, or torn so as to destroy the record content of the documents or material concerned;
  - 3) placed in acid vats so as to reduce the paper to pulp and to terminate the existence of the documents or materials concerned;
  - 4) sold as waste paper, provided that the purchaser agrees in writing that the documents or materials concerned will not be resold without pulverizing or shredding the documents so that the information contained within cannot be practicably read or reconstructed.

The provision that electronic records are to be destroyed means that the data, metadata, and physical media are to be overwritten, deleted, and unlinked so that the data and metadata may not be practicably reconstructed.

The data, metadata, and physical media containing confidential records of any format are to be destroyed in such a manner that the information cannot be read or reconstructed under any means.

— N.C. Administrative Code, Title 7, Chapter 4, Subchapter M, Section .0510

Without your agency’s approval of this records schedule, no records may legally be destroyed.

---

### ***Q. How can I destroy records if they are not listed on this schedule?***

- A.** Contact a Records Management Analyst. An analyst will discuss the nature of the records with you to determine if the records have historical value. If the records do have historical value, we will discuss the possibility of transferring the records to the State Archives of North Carolina to be preserved permanently.

If the records do not have historical value, we will ask you to complete a Request for Disposal of Unscheduled Records (page 87) if the records are no longer being created. If the records are an active records series, an analyst will help you develop an amendment to this schedule so that you can destroy the records appropriately from this point forward.

---

### ***Q. Am I required to tell anyone about the destructions?***

- A.** We recommend that you report on your records retention activities to your governing board on an annual basis. This report does not need to be detailed, but it is important that significant destructions be entered into the minutes of the Board. See a sample destructions log that follows (and is available online at the State Archives of North Carolina website, <https://archives.ncdcr.gov/government/forms-government>).





## Destructions Log

<b>Agency</b>				
<b>Division</b>	<b>Section</b>	<b>Branch</b>		
<b>Location(s) of Records</b>				

Records Series	Required Retention	Date Range	Volume (file drawers or MB)	Media (Paper, Electronic)		Date of Destruction	Method of Destruction	Authorization for Destruction
				P	E			

## ELECTRONIC RECORDS: E-MAIL, BORN-DIGITAL RECORDS, AND DIGITAL IMAGING

---

### ***Q. When can I delete my e-mail?***

- A.** E-mail is a public record as defined by G.S. § 121-5 and G.S. § 132. Electronic mail is as much a record as any paper record and must be treated in the same manner. **It is the content of each message that is important.** If a particular message would have been filed as a paper memo, it should still be filed (either in your e-mail program or in your regular directory structure), and it should be retained the same length of time as its paper counterparts. **It is inappropriate to destroy e-mail simply because storage limits have been reached.** Some examples of e-mail messages that are public records and therefore covered by this policy include:

- Policies or directives;
- Final drafts of reports and recommendations;
- Correspondence and memoranda related to official business;
- Work schedules and assignments;
- Meeting agendas or minutes
- Any document or message that initiates, facilitates, authorizes, or completes a business transaction; and
- Messages that create a precedent, such as issuing instructions and advice.

*From the Department of Cultural Resources E-Mail Policy (Revised July 2009),  
available at the State Archives of North Carolina website*

Other publications (available online at the [State Archives of North Carolina website](http://www.southcarolina.gov)) that will be particularly helpful in managing your e-mail include tutorials on managing e-mail as a public record and on using Microsoft Exchange.

---

### ***Q. May I print my e-mail to file it?***

- A.** We do not recommend printing e-mail for preservation purposes. Important metadata are lost when e-mail is printed.

---

### ***Q. I use my personal e-mail account for work. No one can see my personal e-mail, right?***

- A.** The best practice is to avoid using personal resources, including private e-mail accounts, for public business. G.S. § 132-1 states that records “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” are public records (emphasis added). The fact that public records reside in a personal e-mail account is irrelevant.

---

### ***Q. We have an imaging system. Are we required to keep the paper?***

- A.** You may scan any record, but you will need to receive approval from the Government Records Section in order to destroy paper originals that have been digitized. Your agency must develop an electronic records policy and then submit a Request for Disposal of Original Records Duplicated by Electronic Means. You can find these templates in the Digital Imaging section of the State Archives of North Carolina website (<https://archives.ncdcr.gov/government/digital-records/digital-records-policies-and-guidelines#digital-imaging>). Contact a Records Management Analyst for further instructions on how to develop a compliant electronic records policy.

**Permanent records** must have a security preservation copy as defined by State Archives of North Carolina’s **Human-Readable Preservation Duplicate Policy** (G.S. § 132-8.2):

Preservation duplicates shall be durable, accurate, complete and clear, and such duplicates made by a photographic, photo static, microfilm, micro card, miniature photographic, or other process which accurately reproduces and forms a durable medium for so reproducing the original shall have the same force and effect for all purposes as the original record whether the original record is in existence or not. ... Such preservation duplicates shall be preserved in the place and manner of safekeeping prescribed by the Department of Natural and Cultural Resources.

**The preservation duplicate of permanent records must be either on paper or microfilm.**

**Non-permanent records** may be retained in any format. You will need to take precautions with electronic records that you must keep more than about 5 years. Computer systems do not have long life cycles. Each time you change computer systems, you must convert all records to the new system so that you can assure their preservation and provide access.

---

***Q. Computer storage is cheap. Can I just keep my computer records permanently?***

- A.** The best practice is to destroy all records that have met their retention requirements, regardless of format.

---

***Q. What are the guidelines regarding the creation and handling of electronic public records?***

- A.** There are numerous documents available on the State Archives of North Carolina website (<https://archives.ncdcr.gov/government/digital-records/digital-records-policies-and-guidelines>). Topics covered include shared storage, cloud computing, e-discovery, trustworthy digital public records, digital signatures, e-mail, social media, text messages, websites, digital imaging, metadata, file formats, database indexing, and security backups.

Note that e-mail, text messages, and social media should be handled according to their content. Therefore, this schedule does not include a records series that instructs you on how to handle one of these born-digital records by format; instead of focusing on how the information is disseminated, consider what content is contained in the e-mail, text message, or social media post. For instance, an e-mail requesting leave that is sent to a supervisor should be kept for 1 year (see **LEAVE RECORDS**, page 58, item 24).

## GEOSPATIAL RECORDS

---

### ***Q. Why should geographic information system (GIS) datasets be retained and preserved?***

- A.** Geospatial records are public records and need to be retained and preserved based on their legal, fiscal, evidential and/or historical value according to an established retention schedule. Local agencies involved in GIS operations should work with the State Archives of North Carolina in order to appraise, inventory, and preserve their geospatial records according to established best practices and standards to insure both their short- and long-term accessibility.

Due to the complexity and transitory nature of these records, geospatial records retention and long-term preservation is a community-wide challenge. GIS files have become essential to the function of many local agencies and will continue to frequently be utilized in agency decision-making processes in the near and far future. Accessibility of GIS records over time has legal, fiscal, practical, and historical implications. The availability of GIS records can help safeguard the local government's legal and fiscal accountability and aid agencies in conducting retrospective and prospective studies. These studies are only possible when essential data from the past are still available.

---

### ***Q. What GIS datasets should be preserved by local governments?***

- A.** The following types of geospatial records have been designated as having archival value:

- Parcel data
- Street centerline data
- Corporate limits data
- Extraterritorial jurisdiction data
- Zoning data, address points
- Orthophotography (imagery)
- Utilities
- Emergency/E-911 themes

---

### ***Q. How often should we capture the datasets retained for their legal, fiscal, evidential or historical value?***

- A.** Consult the retention schedule for frequency of capture. The frequency of capture is based on the significance of the record as well as its alterability.

---

### ***Q. What data formats, compression formats, and media should be used to preserve the data?***

- A.** Archiving practices should be consistent with North Carolina Geographic Information Coordinating Council (GICC) approved standards and recommendations. (Examples: Content Standards for Metadata; Data Sharing Recommendations). Consult the GICC website at <http://www.ncgicc.com/>

You should also comply with guidelines and standards issued by the State Archives of North Carolina, which are available on its website.

---

**Q. *Who should be responsible for creation and long-term storage of archived data?***

- A.** The creating agency, NCOneMap, and the State Archives of North Carolina may all have responsibility for archiving data. If you choose to upload your data to NCOneMap, consult with your county's GIS department to determine whether data will be uploaded by your agency or by the whole county. If you choose not to upload your data to NCOneMap, your agency must comply with standards (for metadata, file naming, data sharing, and long term preservation) and procedures adopted by the North Carolina Geographic Information Coordinating Council.

## MICROFILM

---

### ***Q. Why do you still use microfilm?***

- A.** Microfilm is a legally acceptable replacement for original records, as outlined in G.S. § 8-45.1 and § 153A-436. Microfilm can be read with nothing more sophisticated than a magnifying glass, and there is no software to keep current. Usually, deterioration in the film itself can be detected by visual inspection. The State Archives of North Carolina provides a publication, *Micrographics: Technical and Legal Procedures*, on our website. It explains the four groups of national standards for the production of archival quality microfilm:

- manufacture of raw film
- filming methods
- processing (developing) film
- storage methods

That publication also provides sample forms, targets, and procedures that you or your vendor can use in producing film of your records.

---

### ***Q. What film services do you provide?***

- A.** The Department of Natural and Cultural Resources provides microfilming services for minutes of major decision-making boards and commissions. We will also film records of adoptions for Social Services agencies. Once those records are filmed, we will store the silver negative (original) in our security vault. Contact the Records Management Analyst in charge of microfilm coordination for the most current information.

---

### ***Q. How do I get my minutes filmed?***

- A.** We have two processes to film minutes. First, you can send photocopies of your approved minutes to us in the mail. Simply include a copy of the **Certification of the Preparation of Minutes for Microfilming** form (available online at the [State Archives of North Carolina website](#)) with each shipment. For more detailed instructions, contact a Records Management Analyst.

Alternately, you can bring us your original books. We will film them and return them to you. This process is most useful when you have more minutes to film than you are willing to photocopy. It is important to remember that a representative of your office or ours must transport the original books in person so that the custody of the records is maintained. You should not mail or ship your original minutes. Call a Records Management Analyst to make arrangements for an appointment for your books to be filmed. We will make every effort to expedite the filming so that your books will be returned to you as quickly as possible.

---

### ***Q. What if I need my books while they are being filmed?***

- A.** Call the Raleigh Office at (919) 814-6900, and ask for the Records Management Analyst in charge of microfilm coordination.

---

### ***Q. Can I send you my minutes electronically?***

- A.** We are working on standards and procedures for an electronic transfer system for minutes. Please contact the Records Management Analyst in charge of microfilm coordination for more information.

---

### ***Q. I have some old minutes that are not signed. Can they still be filmed?***

- A.** If the only copy you have available is unsigned, and you use it as the official copy, we will film it.

---

***Q. What if my books are destroyed after they have been filmed?***

- A.** Call a Records Management Analyst who will help you make arrangements to purchase copies of the microfilm from our office. You can then send those reels to a vendor who can either make new printed books or scan the film to create a digital copy.

## DISASTER ASSISTANCE

---

### ***Q. What should I do in case of fire or flood?***

- A.** Secure the area, and keep everyone out until fire or other safety professionals allow entry. Then, call our Raleigh office at (919) 814-6903 for the Head of the Government Records Section or (919) 814-6849 for the Head of the Collections Management Branch. If you're in the western part of the state, call our Asheville Office at (828) 296-7230 extension 224. On nights and weekends, call your local emergency management office.

#### ***DO NOT ATTEMPT TO MOVE OR CLEAN ANY RECORDS.***

Damaged records are extremely fragile and require careful handling. Our staff are trained in preliminary recovery techniques, documenting damage to your records, and authorizing destruction of damaged records. Professional vendors can handle larger disasters.

---

### ***Q. What help do you give in case of an emergency?***

- A.** We will do everything we can to visit you at the earliest opportunity in order to provide hands-on assistance. We can assist you in appraising the records that have been damaged so that precious resources (and especially time) are not spent on records with lesser value. We can provide lists of professional recovery vendors that you can contact to preserve your essential and permanent records.

---

### ***Q. What can I do to prepare for an emergency?***

- A.** We provide training on disaster preparation that includes a discussion of the roles of proper inventories, staff training, and advance contracts with recovery vendors. If you would like to have this workshop presented, call a Records Management Analyst.

---

### ***Q. What are essential records?***

- A.** Essential records are records that are necessary for continuity of operations in the event of a disaster. There are two common categories of records that are considered essential:
- **Emergency operating records** – including emergency plans and directives, orders of succession, delegations of authority, staffing assignments, selected program records needed to continue the most critical agency operations, as well as related policy or procedural records.
  - **Legal and financial rights records** – these protect the legal and financial rights of the Government and of the individuals directly affected by its activities. Examples include accounts receivable records, Social Security records, payroll records, retirement records, and insurance records. These records were formerly defined as "rights-and-interests" records.

Essential records should be stored in safe, secure locations as well as duplicated and stored off-site, if possible.



## STAFF TRAINING

---

### ***Q. What types of workshops or training do you offer?***

**A.** We have a group of prepared workshops that we can offer at any time at various locations throughout the state. Contact a Records Management Analyst if you are interested in having one of the workshops presented to your agency. We will work with you directly to develop training suited to your specific needs. Our basic workshops are:

- Managing public records in North Carolina
- Scanning/digital imaging
- Disaster preparedness and recovery
- Confidentiality
- Organizing paper and digital files
- E-mail
- Digital communications

---

### ***Q. Will you design a workshop especially for our office?***

**A.** Yes, we will. Let a Records Management Analyst know what type of training you need.

---

### ***Q. Are workshops offered only in Raleigh?***

**A.** No, we will come to your offices to present the workshops you need. We have no minimum audience requirement. We will also do presentations for professional associations, regional consortiums, and the public.

---

### ***Q. Is there a fee for workshops?***

**A.** Not at this time.

---

### ***Q. Are the workshops available in an online format?***

**A.** Not at this time. However, there are several online tutorials available on the State Archives of North Carolina website, including managing public records, electronic records, and scanning.



## Request for Change in Local Government Records Schedule

Use this form to request a change in the records retention and disposition schedule governing the records of your agency. Submit the signed original and keep a copy for your file. A proposed amendment will be prepared and submitted to the appropriate state and local officials for their approval and signature. Copies of the signed amendment will be sent to you for insertion in your copy of the schedule.

### AGENCY INFORMATION

Requestor name

Location and Agency [e.g., County/Municipality + Department of Social Services]

Phone and email

Mailing Address

### CHANGE REQUESTED

Specify title and edition of records retention schedule being used: \_\_\_\_\_

☐ Add a new item

☐ Delete an existing item

Standard Number \_\_\_\_\_ Page \_\_\_\_\_ Item Number \_

☐ Change a retention period

Standard Number \_\_\_\_\_ Page \_\_\_\_\_ Item Number \_

Title of Records Series in Schedule or Proposed Title:

Inclusive Dates of Records:

Proposed Retention Period:

Description of Records:

Justification for Change:

Requested by:

Signature

Title

Date

Approved by:

Signature

Requestor's Supervisor

Date



## Request for Disposal of Unscheduled Records

### AGENCY INFORMATION

Requestor name

Location and Agency [e.g., County/Municipality + Department of Social Services]

Phone and email

Mailing Address

In accordance with the provisions of G.S. § 121 and § 132, approval is requested for the destruction of records listed below. These records have no further use or value for official administrative, fiscal, historical, or legal purposes.

RECORDS TITLE AND DESCRIPTION	INCLUSIVE DATES	QUANTITY	RELEVANT STATUTORY REGULATIONS	PROPOSED RETENTION PERIOD

Requested by:

Signature

Title

Date

Approved by:

Signature

Requestor's Supervisor

Date

Concurred by:

Signature

Assistant Records Administrator  
State Archives of North Carolina

Date



## Request for Disposal of Original Records Duplicated by Electronic Means

*If you have questions, call (919) 814-6900 and ask for a Records Management Analyst.*

This form is used to request approval from the Department of Natural and Cultural Resources to dispose of non-permanent paper records that have been scanned, entered into databases, or otherwise duplicated through digital imaging or other conversion to a digital environment. This form does not apply to records that have been microfilmed or photocopied or to records with a permanent retention.

<b>Agency Contact Name:</b>		<b>Date (MM-DD-YYYY):</b>
<b>Phone (area code):</b>	<b>Email:</b>	
<b>County/Municipality:</b>	<b>Office:</b>	
<b>Mailing address:</b>		

Records Series Title A group of records as listed in records retention schedule	Description of Records Specific records as referred to in-office	Inclusive Dates (1987-1989; 2005-present)	Approx. Volume of Records (e.g. "1 file cabinet," "5 boxes")	Retention Period As listed in records retention schedule

Requested by:

Signature

Title

Date

Approved by:

Signature

Requestor's Supervisor

Date

Concurred by:

Signature

Assistant Records Administrator  
State Archives of North Carolina

Date



## File Plan

[illegible]

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## **SOIL AND WATER**

### **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MAY 20, 2019**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: CUMBERLAND SOIL & WATER CONSERVATION DISTRICT**

**DATE: 5/15/2019**

**SUBJECT: MEMORANDUM OF UNDERSTANDING BETWEEN THE NATURAL RESOURCES CONSERVATION SERVICE (NRCS), AN AGENCY OF THE UNITED STATES DEPARTMENT OF AGRICULTURE (USDA), THE NORTH CAROLINA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES - DIVISION OF SOIL AND WATER CONSERVATION (DSWC) AN AGENCY OF THE STATE OF NORTH CAROLINA, THE CUMBERLAND SOIL AND WATER CONSERVATION DISTRICT (SWCD) AND CUMBERLAND COUNTY**

#### **BACKGROUND**

The proposed agreement is between the Natural Resources Conservation Service (NRCS), an agency of the United States Department of Agriculture (USDA), the North Carolina Department of Agriculture and Consumer Services - Division of Soil and Water Conservation (DSWC) an agency of the State of North Carolina, the Cumberland Soil and Water Conservation District (SWCD) and Cumberland County clearly defines the roles and responsibilities of each party to the agreement.

The purpose of this agreement is to supplement the Cooperative Working Agreement between the USDA-Natural Resources Conservation Service, North Carolina Department of Agriculture and Consumer Services, North Carolina Soil and Water Conservation Commission, and Cumberland Soil and Water Conservation District. This operational agreement documents those areas of common interest of the federal, state and local partnership in natural resources conservation.

The parties mutually agree to provide leadership in natural resources conservation. The parties pledge to work together by advancing and practicing teamwork, including input in the decision making process; communicating, coordinating, and cooperating; promoting mutual respect, and sharing leadership, ownership, credit and responsibility.

This will not change the funding or responsibilities of the department.

## **RECOMMENDATION / PROPOSED ACTION**

At the May 9, 2019 Agenda Session meeting, the Board of Commissioners approved placing the proposed action below on the Consent Agenda for the May 20, 2019 Board of Commissioners' Meeting:

Approve the Memorandum of Understanding

### **ATTACHMENTS:**

Description

Memorandum of Understanding

Type

Backup Material

**MEMORANDUM OF UNDERSTANDING**  
**Between the**  
**UNITED STATES DEPARTMENT OF AGRICULTURE**  
**NATURAL RESOURCES CONSERVATION SERVICE**  
**And the**  
**NORTH CAROLINA DEPARTMENT OF AGRICULTURE AND**  
**CONSUMER SERVICES – DIVISION OF SOIL AND WATER**  
**CONSERVATION**  
**And the**  
**CUMBERLAND SOIL AND WATER CONSERVATION DISTRICT**  
**And**  
**CUMBERLAND COUNTY, NORTH CAROLINA**  
**For their Cooperation In the**  
**Conservation of Natural Resources**

**BACKGROUND STATEMENT AND PURPOSE**

THIS AGREEMENT is between the Natural Resources Conservation Service (NRCS), an agency of the United States Department of Agriculture (USDA), the North Carolina Department of Agriculture and Consumer Services – Division of Soil and Water Conservation (DSWC) an agency of the State of North Carolina, the Cumberland Soil and Water Conservation District (SWCD), and Cumberland County collectively referred to as the parties, to clearly define the roles and responsibilities of the parties.

The purpose of this agreement is to supplement the Cooperative Working Agreement between the USDA – Natural Resources Conservation Service, North Carolina Department of Agriculture and Consumer Services, North Carolina Soil and Water Conservation Commission, and Cumberland Soil and Water Conservation District. This operational agreement documents those areas of common interest of the federal, state, and local partnership in natural resources conservation.

The parties mutually agree to provide leadership in natural resources conservation. The parties pledge to work together by advancing and practicing teamwork, including input in the decision-making process; communicating, coordinating, and cooperating; promoting mutual respect, and sharing leadership, ownership, credit, and responsibility.

**AUTHORITIES, STATUTES, LAWS**

NRCS is authorized to cooperate and furnish assistance to the parties in the conservation of natural resources as referenced in the Soil Conservation and Domestic Allotment Act, 16 U.S.C. 590; The Department of Agriculture Reorganization Act of 1994, Public Law 103-354; and Secretary's Memorandum No. 1010-1, Reorganization of the Department of Agriculture, dated October 20, 1994.

DSWC is authorized to enter into this agreement by the North Carolina General Statutes §139-4 and §143B-294 - §143B-297.

The District authority is defined in Soil Conservation Districts Law, General Statutes of North Carolina §139-1 - §139-47.

The County is authorized to enter into this agreement by North Carolina General Statute §153A-11 and §160A-464.

## **ROLES AND RESPONSIBILITIES:**

### **CONSERVATION PROGRAM IMPLEMENTATION**

The parties recognize the natural resources conservation program as a unique blend of voluntary conservation initiatives and federal, state, and local mandates. Together these address a variety of natural resource, environmental, and educational issues. The parties agree to jointly commit their program authorities and financial and human resources to cooperatively implement a unified natural resource conservation program in areas of mutual concern. The implementation of all programs will be done in accordance with program policy and procedures developed for that specific program – whether federal, state, or local.

Inventories and Data Sharing: The parties agree to identify, define, and coordinate the collection and use of natural resource and other data needed to support the delivery of federal, state, and local conservation program benefits. The parties will cooperate in maintaining data to assure that it supports the mutual needs of the parties for conservation planning, implementation and evaluation. The parties further agree that gathered data will be mutually shared and used in support of conservation delivery framework as needed to facilitate implementation of the programs shown in *Attachment A*. The use and disclosure of information will be consistent with the guidelines provided in the Records, Facilities, and Equipment section of this agreement. Both NRCS and SWCD employees in the office will maintain adequate knowledge of available conservation programs to provide basic customer service including, but not limited to:

1. Interviewing the customer to determine goals and objectives
2. Gathering on farm data to support development of a conservation plan
3. Develop a conservation plan following the NRCS 9-steps of conservation planning process.
4. Districts that are co-located with NRCS shall utilize the latest USDA-NRCS tools for completing conservation planning processes and reporting (i.e., CDSI)
5. Providing basic information about program requirements and signup periods
6. Helping a customer complete a program application

Setting Conservation Program Priorities: The parties agree to implement the conservation program based on mutually developed priorities while recognizing individual responsibilities for federal, state, or local mandates. The parties further to agree to annually re-evaluate established priorities and adjust as warranted. SWCD Board has the responsibility to organize local working groups (LWG) to assess resource conditions and establish local priorities. As well, LWG will develop a single SWCD/NRCS partnership plan of work each fiscal year (July 01 – June 30). Each party will prioritize workload as follows, NRCS employees will first address workload associated with federal conservation programs, NRCS priorities, and required NRCS administrative procedures. As time is available, NRCS employees will assist with the North

Carolina State and local programs listed in Attachment A and other District priorities. Likewise, State and District staff will first address workload associated with the State and local programs listed in Attachment A, District priorities, and required District administrative procedures. As time is available, District staff will assist with federal conservation programs and other NRCS priorities.

**Local Working Groups:** Local working groups (LWGs) are subcommittees of the State Technical Committee and provide recommendations to USDA on local and state natural resource priorities and criteria for conservation activities and programs.

LWGs are responsible for:

- (1) Ensure that a conservation needs assessment is developed using community stakeholder input.
- (2) Utilize the conservation needs assessment to help identify program funding needs and conservation practices.
- (3) Identify priority resource concerns and identify, as appropriate, high-priority areas needing assistance.
- (4) Recommend USDA conservation program application and funding criteria, eligible practices (including limits on practice payments or units), and payment rates.
- (5) Participate in multicounty coordination where program funding and priority area proposals cross county boundaries.
- (6) Assist NRCS and the NRCS conservationist with public outreach and information efforts and identify educational and producers' training needs.
- (7) Recommend State and national program policy to the State Technical Committee based on resource data.
- (8) Utilize the conservation needs assessment to identify priority resource concerns that can be addressed by USDA programs.
- (9) Forward recommendations to the NRCS designated conservationist or Farm Service Agency (FSA) County Executive Director, as appropriate.
- (10) Adhere to standard operating procedures identified in Title 440, Conservation Programs Manual (CPM), Part 501, Subpart B, Section 501.14.

LWG membership should be diverse and focus on agricultural interests and natural resource issues existing in the local community. Membership should include agricultural producers representing the variety of crops, livestock, and poultry raised within the local area; owners of nonindustrial private forest land, as appropriate; representatives of agricultural and environmental organizations; and representatives of governmental agencies carrying out agricultural and natural resource conservation programs and activities. Membership of the local working group may include but is not limited to Federal, State, county, Tribal, or local government representatives.

For the LWGs, Conservation Districts shall:

- (i) Develop the conservation needs assessment as outlined in 440-CPM, Part 500, Subpart A.
- (ii) Assemble the local working group.
- (iii) Set the agenda.
- (iv) Conduct the local working group meetings.
- (v) Transmit the local working group's priority area and funding requests to the NRCS designated conservationist or the State Technical Committee, as appropriate.



It is the NRCS designated conservationist's responsibility to participate in the local working group and to—

- (i) Encourage and assist other USDA agencies to participate in the locally led conservation and working group efforts, as feasible.
- (ii) Assist with identifying members for the local working group.
- (iii) Help identify program priorities and resources available.
- (iv) Assist in the development of program priority area proposals.
- (v) Comply with the National Environmental Policy Act, nondiscrimination statement, and other environmental, civil rights, and cultural resource requirements.
- (vi) Support and advise the local working group concerning technical issues, program policies and procedures, and other matters relating to conservation program delivery.
- (vii) Ensure that populations are—
  - Provided the opportunity to comment before decisions are rendered.
  - Allowed to share the benefits of, not excluded from, and not affected in a disproportionately high and adverse manner by Government programs and activities affecting human health or the environment.
- (viii) Analyze performance indicators and reports.
- (ix) Report the conservation programs' impacts on resources.
- (x) Perform the responsibilities of the conservation district where a conservation district is not present or chooses not to fulfill the responsibilities outlined in 440-CPM, Part 501, Subpart A, Section 501.6A.
- (xi) Give strong consideration to the local working group's recommendations on NRCS programs, initiatives, and activities.
- (xii) Ensure that recommendations, when adopted, address natural resource concerns.

Programs to be implemented: The parties agree to use federal, state, and local programs in a complimentary fashion to address local priorities and concerns. *Attachment A* includes an example of programs that will be utilized to address priorities and concerns. Employees from agencies will work across program lines to assure efficient and effective customer service.

Marketing: The parties agree to conduct a common effort to inform public of program opportunities and benefits. This information will be disseminated to the appropriate media, to promote district activities and programs. See *Attachment A* for a marketing profile and a summary of media outlets.

## **TECHNICAL ADEQUACY**

The parties agree to utilize the NRCS Field Office Technical Guide or Soil and Water Conservation Commission adopted standards as the minimum technical standards for conservation program implementation in areas of mutual concern. The parties may utilize more stringent standards when necessary to comply with locally enacted laws or ordinances. The NRCS will be the lead agency in the development, and maintenance of the Field Office Technical Guide. As well, the NRCS will be the lead agency for all processes associated with Job Approval Authority (JAA) for NRCS conservation practice standards and Conservation Planner Designation (CPD). When program contracts are developed, the District and NRCS employees in the office will provide conservation planning assistance that meets the 9-steps of conservation planning process and applicable policies as described in the 180-GM-Part 409, its supplements and the National Planning Procedures Handbook. At a minimum, the conservation plan will address resource concerns within the client area of interest and objectives. The NRCS recognizes

JAA and the conservation planning process are a dependent, integral part of the conservation delivery in North Carolina. Both parties agree that no practices will be planned, designed or “checked out” based only on JAA parameters. The installation of the practices must be supported by a conservation plan signed by at a minimum a certified conservation planner.

The parties agree that their respective employees will provide technical assistance based on assigned conservation practice JAA which is based on acquired experience, knowledge, skills, and demonstrated ability and within applicable laws, regulations, and guidelines. Conservation practice JAA will be determined and documented according to NRCS National Engineering Manual, Part 501, NRCS Ecological Sciences JAA (190-GM, Part 417) and in accordance with the NC NRCS policy and procedures regarding JAA as described in the NC JAA Handbook (180-GM Part 681). JAA for DSWC conservation practices will be supervised, determined and documented by the N.C. Soil and Water Conservation Commission pursuant to NCAC 15A 06F.0105(c)(3). Each technical employee in the office will acquire the necessary skills to qualify for JAA for the routinely used engineering and non-engineering conservation practices prevalent in the county. Both District and NRCS employees will attend available training sessions to maintain their knowledge, skills, and abilities related to conservation planning and practice Inventory & Evaluation, design, layout, checkout, and certification.

## **PERSONNEL AND FISCAL MANAGEMENT**

The parties recognize that natural resources conservation programs are delivered through an intergovernmental system, in which federal, state, and local governments work together.

The parties will provide their own staffing and fiscal resources commensurate with workload, priorities, allocated funding, and expertise necessary to deliver a balanced and diversified conservation delivery framework. There are certain authorities delegated to specific staff as follows:

### Department Head

The parties jointly agree that the Administrative Program Officer, Cumberland Soil and Water Conservation District, will serve as the Department Head. The Department Head will represent the District and its employees at county meetings, conferences, and appropriate functions.

### Personnel Management

The management of personnel will be as follows:

- a) Hiring and dismissal of district employees will be in accordance with county personnel policies.
- b) The management of NRCS personnel is the responsibility of NRCS.
- c) Hiring, supervision, development, evaluation, and dismissal of district employees will be done in accordance with applicable law and county personnel policies.
- d) The management of district employees is the responsibility of the Cumberland District Board of Supervisors. In the interest of facilitating these responsibilities, the Supervisory

Soil Conservationist (SSC) and Soil and Water Conservationist, Cumberland County are delegated the authority for:

- 1) Technical supervision
    - a. As a condition of assigning CPD or JAA for ecological sciences and engineering practices to District employees, NRCS must periodically review the technical work of these employees to assure adherence to planning and design standards and policy. The SSC is assigned the role of Technical Supervisor. NRCS Area Office personnel will also periodically review the technical work of both NRCS and District employees in the office.
  - 2) Delivery of employee technical training and development.
- e) The Department Head will make recommendations to the Cumberland District Board of Supervisors regarding the following in accordance with county government policy:
- 1) Recruitment and hiring of district employees.
  - 2) Employee performance evaluation, including awards, disciplinary actions, and separation.
  - 3) Leave coordination and approval.
  - 4) Certification of Time and Attendance Reports.
  - 5) Determination and approval of training requiring expenditure of district funds.
  - 6) For counties with technicians cost shared through the state's cost share programs, responsibility for documenting 2080 hours for each funded position spent per year on non-point source pollution control issues by office staff.

In the event that a county employee feels aggrieved, their recourse is according to county government personnel policy.

#### Fiscal Management

The parties will work together to maximize available resources and actively seek funding to accomplish natural resource priorities and programs in accordance with county government fiscal policies as adopted by the Board of County Commissioners.

Each party is responsible for its own fiscal resources to include equipment, supplies, and accounts.

The Department Head and District Administrative Assistant will actively assist the district with the following:

- 1) Development of operating budgets.
- 2) Tracking of expenditures for maintaining funding accountability.
- 3) Making recommendations regarding expenditure of funds and purchases.

## TECHNICAL AND ADMINISTRATIVE CONTACTS

<b>NRCS</b>	<b>Technical</b>
Name:	Mark A. Ferguson
Title:	Assistant State Conservationist – Field Operations
Address:	589 Raccoon Rd., Suite 246, Waynesville, NC 28786
Phone No.	828-558-3240
Fax No.	844-325-6819
E-Mail:	mark.ferguson@nc.usda.gov

<b>NRCS</b>	<b>Administrative</b>
Name:	Jeremy Wood
Title:	Management Analyst
Address:	4407 Bland Rd., Suite 117, Raleigh, NC 27609
Phone No.	919-873-2193
Fax No.	844-325-6833
E-Mail:	jeremy.wood@nc.usda.gov

<b>SWCD</b>	<b>Technical</b>
Name:	Mitchell B. Miller
Title:	Soil and Water Conservationist
Address:	Agriculture Center, 301 East Mountain Drive, Room 229, Fayetteville, NC 28306
Phone No.	910-484-8479 x 3
Fax No.	844-325-6821
E-Mail:	Mitchell.miller@nc.nacdnet.net

<b>SWCD</b>	<b>Technical</b>
Name:	Click here to enter text.
Title:	Click here to enter text.
Address:	Click here to enter text.
Phone No.	Click here to enter text.
Fax No.	Click here to enter text.
E-Mail:	Click here to enter text.

<b>SWCD</b>	<b>Administrative</b>
Name:	Donna H. Foster
Title:	Administrative Program Officer
Address:	Agriculture Center, 301 East Mountain Drive, Room 229, Fayetteville, NC 28306
Phone No.	910-484-8479 x 3
Fax No.	844-325-6821
E-Mail:	dfoster@co.cumberland.nc.us

## **RECORDS**

The parties will agree on the maintenance, update, and disposition of relevant records. Access to records will be governed by the Section 1619 of the Food, Conservation, and Energy Act of 2008, the Federal Freedom of Information Act (FOIA) and/or the North Carolina Public Records Law depending on whether the record is a federal record or a state/local record. Each party accepts responsibility for any security breach caused by their employee(s). District personnel with access to federal records, either electronic or hard copies, will complete the required annual security training, conducted through NRCS.

All parties agree to protect personally identifiable and/or confidential information from customers and employees by securing this information in locked file cabinets. When the information is being used and not in a locked cabinet, the employees will keep it with them personally (folder, memory storage device) to avoid improper disclosure of information or loss of data. Personally identifiable and/or confidential information will only be used for authorized purposes.

## **FEE FOR SERVICES**

From time to time, the Cumberland Soil and Water Conservation District may:

- Sell material (i.e. native species plants and rain barrels)
- Solicit sponsorship for special events, or community/educational workshops
- Perform general fundraising

## **ACCOUNTABILITY**

The parties agree to cooperatively develop and utilize natural resource databases to measure effectiveness in program delivery and customer satisfaction. The District will provide a copy of its Annual Report by September 1 and Plan of Operations by July 31 to other signatories of this agreement. The District will also provide a copy of their Long Range Plan which, at no time, will be in excess of five years old.

## **SCOPE OF AGREEMENT**

This agreement covers the basic operating understanding between all parties. Authority to carry out specific projects or activities, transfer of funds, or acquisition of services or property, will be established under separate agreement. The parties agree that contracts, memorandums of understanding, and/or additional agreements may be entered into, as needed, to facilitate the implementation of natural resources conservation programs within the conservation districts.

## **TORT LIABILITY**

The parties will each assume responsibility for the actions of their officials or employees acting within the scope of their employment to the extent provided by federal and state laws and local ordinances.

## CIVIL RIGHTS

The parties recognize the benefit and importance of delivering conservation programs equitably to all customers, having a diverse staff to assist this customer base, and having diversity within the district board. The parties agree to work cooperatively to achieve diversity in all aspects of the conservation program through effective outreach and marketing.

The parties will be in compliance with the nondiscrimination provisions contained in Titles VI and VII of the Civil Rights Act of 1964, as amended, the Civil Rights Restoration Act of 1987 (Public Law 100-259) and other nondiscrimination statutes, namely, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, Americans With Disabilities Act of 1990, and in accordance with the regulations of the USDA Secretary of Agriculture (7CFR-15, Subparts A & B) which provide that no person in the United States shall, on the grounds of race, color, national origin, age, sex, religion, marital status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance from the Department of Agriculture or any agency thereof.

## REVIEW/ MODIFICATION/TERMINATION

This agreement will be reviewed annually and, unless amended, shall be in effect for a period not to exceed five (5) years from the date of final signature. The agreement can be modified or terminated at any time by mutual consent of all parties or can be terminated by any party giving 60 days written notice to the other parties.

UNITED STATES DEPARTMENT OF  
AGRICULTURE  
NATURAL RESOURCES  
CONSERVATION SERVICE

NCDA&CS – DIVISION OF SOIL AND  
WATER CONSERVATION

By: \_\_\_\_\_  
Timothy A. Beard, State Conservationist


By: \_\_\_\_\_  
Vernon Cox, Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

CUMBERLAND SOIL AND WATER  
CONSERVATION DISTRICT

CUMBERLAND COUNTY

By:  \_\_\_\_\_  
Reuben Cashwell, Chairperson

By: \_\_\_\_\_  
Amy Cannon, County Manager

Date: 4/12/19

Date: \_\_\_\_\_

## Attachment A

*The following is a detailed list of Resource Inventories, Programs, and Marketing Media used to address local conservation priorities and concerns. The parties agree to utilize these in a complimentary manner, thus maximizing the delivery of conservation benefits to the customers and clients. This list is subject to informal changes or updates.*

### RESOURCE INVENTORY & DATA SHARING

Natural Resource Inventory (FSA, NCACSP, 0.200)  
River Basin Study Reports  
Natural Heritage Inventory of Onslow County  
Click here to enter text. County GIS  
Click here to enter text. SWCD Long Range Plan  
Soil Survey of Click here to enter text.  
County Inventory and Flood Insurance Rate  
Historical Aerial Photos

NC Agriculture Cost Share Program (NCACSP)  
Environmental Quality Incentives Program (EQIP)  
Forest Land Enhancement Program (FLEP)  
Wildlife Habitat Incentives Program (WHIP)  
NRCS Toolkit  
Maps (USGS Topographical, National Wetland Maps)  
Grassland Reserve Program (GRP)

### PROGRAMS

#### Federally Initiated Programs

Conservation Technical Assistance (CTA)  
National Cooperative Soil Survey (NCSS)  
Small Watershed Program (PL-566)  
River basin Surveys & Investigations (RB-09)  
Resource Conservation & Development (RC&D)  
Emergency Watershed Program (EWP)  
Environmental Quality Incentives Program (EQIP)  
Agricultural Conservation Easement Program  
Conservation Stewardship Program (CSP)  
Agricultural Conservation Easement Program (ACEP)  
Other Farm Bill authorized conservation programs

Forest Land Enhancement Program (FLEP)  
Wetland Reserve Program (WRP)  
Wildlife Habitat Incentives Program (WHIP)  
Conservation Reserve Program (CRP/CREP)  
Emergency Conservation Program (ECP)  
NC Partners for Wildlife  
Farmland Protection  
319 Funds  
Grassland Reserve Program (GRP)

#### North Carolina Initiated State Programs

NC Agriculture Cost Share Program (NCACSP) - DSWC  
Erosion and Sedimentation Control – Urban Areas  
Site Plan Reviews – Non-Ag. Developments  
Confined Animal Permits – NCDENR  
Farmland Protection  
NC – Wetland Restoration Program (NC-WRP)  
NC Agriculture Water Resource Assistance Program (AgWRAP) – DSWC

Comm. Conservation Assistance Program (CCAP)  
Clean Water Management Trust Fund (CWMTF)  
Wildlife Biology Technical Assistance – NCWRC  
Wildlife Restoration Committee  
State non-discharge rules (0.100, 0.2H200 & 0.2T)  
Forest Development Plan – (FDP) – NCFS  
North Carolina Environmental Education Plan  
North Carolina Big Sweep

#### Locally Initiated Programs

Farmland Preservation  
Site Plan Reviews – Non-Ag. Developments  
Awards and Recognition Program

Open Spaces Institute Advisory Board  
Erosion & Sedimentation Control – Urban Areas  
Environmental Education

### MARKETING MEDIA

- Newsletters (SWCD, FSA, CES, County Web.)
- Private & Public Schools
- Church Newsletters
- Local Broadcasting (TV, Radio, Cable)

- Regional Chamber of Commerce
- Community College
- 4-H Groups
- Social Media (Facebook)



## **OFFICE OF THE COUNTY MANAGER**

### **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MAY 20, 2019**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: AMY H. CANNON, COUNTY MANAGER**

**DATE: 5/14/2019**

**SUBJECT: RESOLUTION AMENDING THE SPECIAL FIRE TAX DISTRICT**

#### **BACKGROUND**

In the middle of the twentieth century, rural fire protection districts were established throughout unincorporated areas of Cumberland County as prescribed by North Carolina General Statute Chapter 69. These rural fire districts have enabled funding to provide fire protection to the residents of unincorporated areas of Cumberland County for many years. Cumberland County has primarily contracted with private, non-profit fire departments to provide essential fire services and continues to do so now and into the foreseeable future.

Subsequently, on June 5, 1989, the Cumberland County Board of Commissioners established a separate fire protection service district that encompassed the territory of all rural fire protection districts. This action was taken consistent with North Carolina General Statute 153A. Creation of this special service district levied taxes upon property located within the boundaries of the district and those taxes have been collected since that time.

Effective July 1, 1989, the Cumberland County Fire Protection Service District was implemented such that "tax monies raised shall be used to provide and maintain adequate equipment and manning for those financially distressed rural fire districts within Cumberland County." A maximum rate of \$.15/\$100 valuation was established in the original ordinance.

Within the ordinance adopting the special service district, there was no language that specifically quantified what a financially distressed rural fire district entailed. This lack of clarity adds an unnecessary level of subjectivity. Costs to provide fire and rescue services have dramatically increased since 1989. There are many less volunteers willing to serve now than in that time period, not only in Cumberland County but across the country. This dramatic change has forced many contracting private, non-profit fire departments to hire more career firefighters. Cost of fire apparatus and fire equipment have also increased exponentially. The current funding structure is not meeting the current or projected needs to provide fire and rescue services within the unincorporated areas of Cumberland County.

Today, in order to address these concerns, Special Fire Protection Service Districts are utilized by counties



across North Carolina to provide funding to support fire and rescue services. This approach to providing fire and rescue services is the most commonly utilized by North Carolina county governments. Cumberland County is currently funding fire protection services in unincorporated areas by two separate methods – fifteen separate rural fire protection districts and one countywide, consolidated fire protection service district. All of the rural fire districts are at the maximum tax rate of \$.10/\$100 valuation. Only the Beaver Dam rural fire district has any additional tax capacity. The countywide fire protection service district is currently using \$.0125/\$100 valuation of the available \$.15/\$100 valuation.

The recommendation before the Commissioners at this time is to modify the structure of the existing Cumberland County Fire Protection Service District to more clearly provide funding for all unincorporated areas of Cumberland County rather than only those that are “financially distressed” as was identified in 1989. This modernization to allow funds collected within the fire protection service district to be used within any unincorporated areas of Cumberland County solely to provide fire and rescue services will provide a more sustainable funding system to ensure that residents continue to receive these important services.

### **RECOMMENDATION / PROPOSED ACTION**

At the May 9, 2019 Agenda Session meeting, the Board of Commissioners approved placing the proposed action below on the Consent Agenda for the May 20, 2019 Board of Commissioners' Meeting:

Approve the Proposed Resolution

### **ATTACHMENTS:**

Description

Proposed Resolution

Type

Resolution

**State of North Carolina  
County of Cumberland**

**RESOLUTION**

**MODERNIZING THE EXISTING CUMBERLAND COUNTY FIRE PROTECTION SERVICE DISTRICT**

**WHEREAS**, the Cumberland County Board of Commissioners established the Cumberland County Fire Protection Service District on June 5, 1989 as permitted and prescribed by North Carolina General Statute Article 16, Part 1 of Chapter 153A to be effective July 1, 1989; and

**WHEREAS**, the special fire protection service district only encompasses the territory of all existing rural fire protection districts established under the provisions of Article 69 of the North Carolina General Statutes; and

**WHEREAS** at the time of adoption, the primary focus of funding derived from the special service district was to provide and maintain adequate equipment and manning for those financially distressed rural fire districts within Cumberland County; and

**WHEREAS**, the Board recognizes that many dynamics have changed over the past thirty years in providing fire and rescue services to the citizens of Cumberland County, including costs and complexity of providing these essential public safety services; and

**WHEREAS**, the Board desires to provide the highest level of fire and rescue services possible to the people of Cumberland County in the most responsible and sustainable manner possible.

**NOW THEREFORE**, the Board of County Commissioners of Cumberland County, North Carolina, hereby resolves:

1. Funding for the Cumberland County Fire Protection Service District to be consistent with North Carolina General Statute 153A Article 16.
2. To declare that tax monies raised from the Cumberland County Fire Protection Service District may be used to provide and maintain adequate equipment and staffing for all rural fire districts within Cumberland County, not limited to those rural districts that are deemed to be financially distressed.
3. To affirm that the provision of emergency rescue services are integral and essential to the special service district as permitted by North Carolina General Statutes.
4. That these modifications to the Cumberland County Fire Protection Service District are effective July 1, 2019.



## **OFFICE OF THE COUNTY ATTORNEY**

### **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MAY 20, 2019**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: RICK MOOREFIELD, COUNTY ATTORNEY**

**DATE: 5/14/2019**

**SUBJECT: NCDOT CONTINGENT OFFER TO PURCHASE REAL PROPERTY  
LOCATED AT LLOYD AUMAN ELEMENTARY SCHOOL TO ACQUIRE A  
DRAINAGE EASEMENT AND TO APPLY THE PROCEEDS TO THE  
PRINCIPAL OWING ON OUTSTANDING DEBT**

#### **BACKGROUND**

Two tracts of land constituting the Lloyd Auman Elementary School parcel were deeded to the County pursuant to an Installment Financing Agreement dated December 1, 2009. The NCDOT is requesting construction and drainage easements from Cumberland County in connection with improvements being made to Raeford Road. The NCDOT has proposed a total contingent offer of \$96,174.00 as fair market value for the easements, and the granting of the easements has been approved by the Cumberland County Board of Education. After discussion about the financing documents, Cumberland County Schools staff agreed to application of the proceeds toward the remaining principal amount of the outstanding debt under the Installment Financing Agreement dated December 1, 2009, in part to finance the costs of renovating and modernizing Lloyd Auman Elementary School.

The letter from the NCDOT and Contingent Offer are attached as Exhibit 1. The Drainage Easement agreement is attached as Exhibit 2, and copies of the plan-sheets are attached as Exhibit 3.

#### **RECOMMENDATION / PROPOSED ACTION**

The County Attorney requests the following actions be taken:

1. Approve and accept the NCDOT Total Contingent Offer of \$96,174.00, contained in the Summary Statement/Contingent Offer to Purchase Real Property, dated April 26, 2018, to acquire a drainage easement on the Lloyd Auman Elementary School property.
2. Approve application of the proceeds, \$96,174.00, toward the remaining principal amount of the outstanding debt under the Installment Financing Agreement dated December 1, 2009.

**ATTACHMENTS:**

Description

Exhibit 1

Exhibit 2

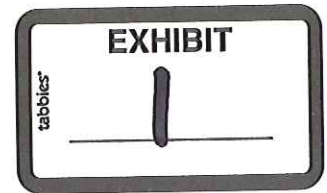
Exhibit 3

Type

Backup Material

Backup Material

Backup Material



STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION

ROY COOPER  
GOVERNOR

JAMES H. TROGDON, III  
SECRETARY

30 April, 2018

WBS NUMBER: 39049.2.1  
F.A. PROJECT: NHF-0100(025)  
I.D. NUMBER: U-4405 053  
COUNTY: Cumberland  
DESCRIPTION: US 401 from west of Hampton Oaks Drive to east of Fairway Dr.  
Property Location: Seventy-First Elementary School

**Mr. Moorefield,**

Please see enclosed revised offer; draft of agreement and copies of plan-sheets for parcel 053.

Temporary Construction Easement was revised and slightly increased to 1.676Ac. CCBOE notified us, that Cumberland County is looking for approval of Cumberland County Board of Education, before they sign the agreements, so the same package of documents I mailed to Mr. Del Crawford (910-850-4508; [delcrawford@crawforddsn.com](mailto:delcrawford@crawforddsn.com)), who is a landscape architect and contact person for Cumberland County Board of Education.

NCDOT is asking to accept the offer and please let me know when Cumberland County would schedule a board meeting to approve this easement agreement?

Thank you so much!

**Elena Hayden(Bost)**

Right of Way Agent

Division 6 – Right of Way Office

North Carolina Department of Transportation

910-364-0605 office

910-364-0529 direct

[evbost@ncdot.gov](mailto:evbost@ncdot.gov)

PO BOX 1150 (Mail)  
Fayetteville NC 28302

455 Transportation Dr. (Delivery)  
Fayetteville NC 28301  
**Fayetteville, NC 28301-5027**



Mailing Address:  
NC DEPARTMENT OF TRANSPORTATION  
RIGHT OF WAY  
P.O. BOX 1150  
FAYETTEVILLE, NC 28302

Telephone: (910) 364-0605  
Customer Service: 1-877-368-4968

Website: [www.ncdot.gov](http://www.ncdot.gov)

Location:  
455 TRANSPORTATION DRIVE  
FAYETTEVILLE, NC 28301



REVISED, VOIDS AND SUPERSEDES ALL PREVIOUS SUMMARY STATEMENTS/CONTINGENT OFFERS  
SUMMARY STATEMENT/CONTINGENT OFFER TO PURCHASE REAL PROPERTY  
DUE TO THE ACQUISITION OF RIGHT OF WAY AND DAMAGES

TO: Cumberland County- P.O. Box 449, Fayetteville, NC  
28302  
Cumberland County Board of Education  
PO BOX 2357, Fayetteville NC 28302

DATE: 04/26/18

TO: Lessee, if Applicable  
n/a

TIP/PARCEL NO.: U-4405 053

COUNTY: Cumberland

WBS ELEMENT: 39049.2.1

DESCRIPTION: Fayetteville Outer Loop from South of SR 1104 to South of US 401

Dear Property Owner:

The following contingent offer of just compensation is based on the fair market value of the property and is not less than the approved appraised value for the appropriate legal compensable interest or interests. The approved value disregards any increase or decrease in the fair market value of the property acquired due to influence caused by public knowledge of this project. The contingent offer of just compensation is based on an analysis of market data, comparable land sales, and, if applicable, building costs in the area of your property. **Please retain this form as it contains pertinent income tax information.**

Value of Right of Way to be Acquired	\$	
Value of Permanent Easements to be Acquired	\$	16,000
Value of Temporary Easement (Rental of Land) to be Acquired	\$	53,920
Value of Improvements to be Acquired	\$	26,254
Damages, if any, to Remainder	\$	
Benefits, if any, to Remainder	minus \$	

**TOTAL CONTINGENT OFFER** **\$ 96,174**

The total contingent offer includes all interests other than leases involving Federal Agencies and Tenant owned improvements.

(A) Description of the land and effects of the acquisition

Subject property described in Deed Book 8304, page 55, Cumberland County Registry, contains approximately 16.860 acres of which 0.000 acres is being acquired as right of way, leaving 16.860 acres remaining on the left with access to Raeford Rd. Being acquired is a temporary construction easement containing approximately 1.676 acres, a Temporary Drainage Easement (TDE) containing approximately 0.009 acres, and permanent drainage easement containing approximately 0.100 acres.

(B) The TOTAL CONTINGENT OFFER includes payment for the improvements and appurtenances described below:  
Landscaping, Asphalt Paving, Concrete Curbing, Area Lights, Concrete Paving

Provided there is sufficient time remaining in the project schedule, you may repurchase these improvements for a retention value, with the stipulation that you remove them from the acquisition area at no expense to the Department.

(C) Should you desire to sell the Department the portion of your property considered to be an uneconomic remnant or buildable lot, as explained to you by the Right of Way Agent, the total contingent offer would be: \$ n/a. Please note that any contingent offer to purchase a remnant/buildable lot is conditioned upon the remnant/buildable lot being environmentally clean prior to the conveyance to the Department. You may be required to provide the Department with a release from the appropriate environmental agency stating that all contaminants have been remediated and/or removed to their standards.

The original of this form was handed/mailed, if out of state owner, to Mr. Del Crawford, Mr. Moorefield on 04/26 20 18. Owner was furnished a copy of the Right of Way Brochure/Owner's Letter.

I will be available at your convenience to discuss this matter further with you. My telephone number is 910-364-0529

Please be advised that the agent signing this form is only authorized to recommend settlement to the North Carolina Department of Transportation, and any recommended settlement is not a binding contract unless and until accepted by the North Carolina Department of Transportation by its formal execution of documents for conveyance of Right of Way, Easements, and/or other interests.

*Elena Bost*

(Signed)

Elena Bost - Right of Way Agent



Revenue Stamps \$ \_\_\_\_\_

## DRAINAGE EASEMENT

THIS INSTRUMENT DRAWN BY Elena Hayden CHECKED BY [Signature]

Return to: Division R/W Agent, NCDOT

NORTH CAROLINA  
COUNTY OF Cumberland  
TAX PARCEL 9496-69-5139,9496-68-7774

TIP/PARCEL NUMBER: U-4405 053  
WBS ELEMENT: 39049.2.1  
ROUTE: US401 from West of Hampton Oaks Dr.

THIS EASEMENT, made and entered into this the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_  
by and between County of Cumberland - PO BOX 449, Fayetteville NC 28302

hereinafter referred to as GRANTORS, and the Department of Transportation, an agency of the State of North Carolina, 1546 Mail Service Center, Raleigh, NC 27611, hereinafter referred to as the Department;

### WITNESSETH

THAT WHEREAS, the DEPARTMENT desires to construct and maintain a drainage facility through and across the property of GRANTORS,

AND WHEREAS, GRANTORS, recognizing the benefits accruing to their said property through the construction and maintenance by the DEPARTMENT of roads and highways upon or in the vicinity of said property of GRANTORS,

NOW, THEREFORE, in consideration of said benefits, and further consideration of \$ \_\_\_\_\_ and other valuable considerations, GRANTORS hereby release the DEPARTMENT, its successors and assigns, from any and all claims for damages by reason of the construction and maintenance of said drainage facility across and through the lands of GRANTORS, and GRANTORS hereby give, grant, bargain, sell and convey unto the DEPARTMENT, its successors, and assigns, an easement for the construction and maintenance of a drainage facility across and through the property of GRANTORS located in Seventy-First Township, Cumberland County, and being more fully described in a deed recorded in Book 8304, Page 55, Cumberland County Registry, said easement being described as follows:

Point of beginning being N 84°26'3.7" W, 243.015 feet from -L- Sta 35+00; thence to a point on a bearing of N 13°59'15.7" W, 33.667 feet; thence to a point on a bearing of S 76°00'44.3" W, 131.626 feet; thence to a point on a bearing of S 17°05'49.4" E, 33.193 feet; thence to a point on a bearing of N 76°14'34.6" E, 129.827 feet; returning to the point and place of beginning. Having an area of 4366.743 Sqr feet being 0.100 acres

The final right of way plans showing the above described area are to be certified and recorded in the Office of the Register of Deeds for said county pursuant to N.C.G.S. 136-19.4, reference to which plans is hereby made for purposes of further description and for greater certainty.

Said Permanent Drainage easement in perpetuity is for the installation and maintenance of drainage facilities, and for all purposes for which the DEPARTMENT is authorized by law to subject same. The Department and its agents or assigns shall have the right to construct and maintain in a proper manner in, upon and through said premises a drainage facility with all necessary pipes, poles and appurtenances, together with the right at all times to enter said premises for the purpose of inspecting said drainage facility and making all necessary repairs and alterations thereon; together with the right to cut away and keep clear of said drainage facility all trees and other obstructions that may in any way endanger or interfere with the proper maintenance and operation of the same with the right at all times of ingress, egress and regress.

It is understood and agreed that the Department shall have the right to construct and maintain the cut and/or fill slopes in the above-described permanent drainage easement area(s). It is further understood and agreed that Permanent Drainage shall be used by the Department for additional working area during the above described project.

IN ADDITION, and for the aforesaid consideration, the GRANTORS further hereby convey to the DEPARTMENT, its successors and assigns the following described areas and interests:

**Temporary Construction Easement, described as follows:**

**Area 1:**

Point of beginning being N 35°54'4.3" E, 124.216 feet from -L- Sta 35+00; thence to a point on a bearing of N 76°14'34.6" E, 175.401 feet; thence to a point on a bearing of N 13°59'48.0" W, 16.677 feet; thence to a point on a bearing of N 13°59'11.7" W, 134.000 feet; thence to a point on a bearing of N 76°00'44.3" E, 15.830 feet; thence to a point on a bearing of N 17°05'45.1" W, 353.420 feet; thence to a point on a bearing of S 75°29'12.0" W, 98.071 feet; thence to a point on a bearing of S 14°59'58.8" E, 105.821 feet; thence to a point on a bearing of S 76°48'53.8" E, 42.942 feet; thence to a point on a bearing of S 14°14'0.0" E, 216.587 feet; thence to a point on a bearing of S 76°00'44.3" W, 115.000 feet; thence to a point on a bearing of S 13°59'15.7" E, 159.971 feet; returning to the point and place of beginning. Having an area of 55762.029 Sqr feet being 1.280 acres

**Area 2:**

Point of beginning being N 28°19'30.5" E, 978.943 feet from -L- Sta 35+00; thence to a point on a bearing of S 87°07'7.4" E, 320.908 feet; thence to a point on a bearing of N 03°34'37.8" E, 54.241 feet; thence to a point on a bearing of S 61°44'45.8" W, 6.117 feet; thence to a point on a bearing of N 57°20'14.9" W, 42.942 feet; thence to a point on a bearing of S 88°30'48.6" W, 125.782 feet; thence to a point on a bearing of S 81°02'59.9" W, 75.392 feet; thence to a point on a bearing of S 66°30'40.6" W, 79.023 feet; thence to a point on a bearing of S 39°18'46.4" W, 15.246 feet; returning to the point and place of beginning. Having an area of 17270.553 Sqr feet being 0.396 acres

It is understood and agreed that the Department shall have the right to construct and maintain the cut and/or fill slopes in the above described temporary easement area(s) until such time that the property owners alter the adjacent lands in such a manner that the cut and/or fill slopes are no longer needed for the lateral support of the roadway. Any additional construction areas lying beyond the cut and/or fill slopes and extending beyond the right of way limits and beyond any permanent easement areas will terminate upon completion and acceptance of the project. The underlying fee owner shall have the right to continue to use the Temporary Easement area(s) in any manner and for any purpose, including but not limited to the use of said area for access, ingress, egress, and parking, that does not, in the determination of the Department, obstruct or materially impair the actual use of the easement area(s) by the Department of Transportation, its agents, assigns, and contractors.

**Temporary Drainage Easement, described as follows:**

Point of beginning being N 59°39'47.0" E, 281.795 feet from -L- Sta 35+00; thence to a point on a bearing of N 76°14'34.6" E, 24.017 feet; thence to a point on a bearing of N 17°05'45.1" W, 16.799 feet; thence to a point on a bearing of S 76°00'44.3" W, 23.109 feet; thence to a point on a bearing of S 13°59'48.0" E, 16.677 feet; returning to the point and place of beginning. Having an area of 394.075 Sqr feet being 0.009 acres



COUNTY: Cumberland WBS ELEMENT: 39049.2.1 TIP/PARCEL NO.: U-4405 053

It is understood and agreed that the Department shall have the right to construct and maintain the cut and/or fill slopes in the above described temporary easement area(s) until such time that the property owners alter the adjacent lands in such a manner that the cut and/or fill slopes are no longer needed for the lateral support of the roadway. Any additional construction areas lying beyond the cut and/or fill slopes and extending beyond the right of way limits and beyond any permanent easement areas will terminate upon completion and acceptance of the project. The underlying fee owner shall have the right to continue to use the Temporary Easement area(s) in any manner and for any purpose, including but not limited to the use of said area for access, ingress, egress, and parking, that does not, in the determination of the Department, obstruct or materially impair the actual use of the easement area(s) by the Department of Transportation, its agents, assigns, and contractors.

This EASEMENT is subject to the following provisions only:

The undersigned property owners request that the Department enter upon our lands outside the right of way to the extent necessary for the reconnection of our driveway and we will have no further claim as a result of said reconnection

There are no conditions to this EASEMENT not expressed herein.

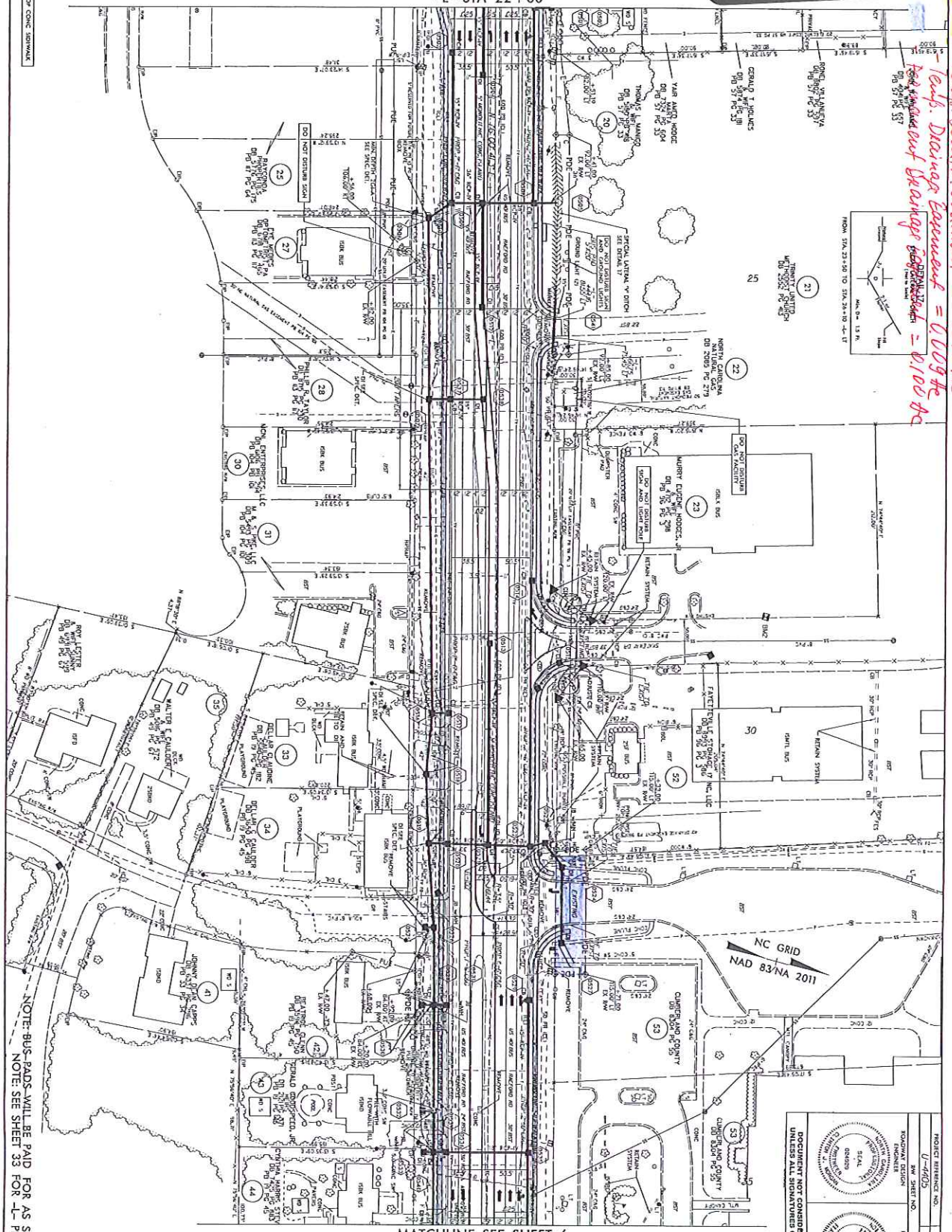
To HAVE AND TO HOLD said perpetual easement for highway purposes unto the DEPARTMENT, its successors and assigns, and the GRANTORS, for themselves, their heirs, successors, executors and assigns, hereby warrant and covenant that they are the sole owners of the property; that they solely have the right to grant the easement; and that they will forever warrant and defend title to the same against the lawful claims of all persons whomsoever;

The Grantors acknowledge that the project plans for Project # 39049.2.1 have been made available to them. The Grantors further acknowledge that the consideration stated herein is full and just compensation pursuant to Article 9, Chapter 136 of the North Carolina General Statutes for the acquisition of the said interests and areas by the Department of Transportation and for any and all damages to the value of their remaining property; for any and all claims for interest and costs; for any and all damages caused by the acquisition for the construction of Department of Transportation Project # 39049.2.1, Cumberland County, and for the past and future use of said areas by the Department of Transportation, its successors and assigns for all purposes for which the said Department is authorized by law to subject the same.

POW REC - March 2007 - Actual PCE, Group Parole 27 and 42, Parole PCE, Group Parole 20-21,22,33,44,45 and 54, Disrupt DCE, to PCE, Group Parole 21,22,52 and 53, Controlled Parole 25 and 26, Controlled Parole 28 and 29, Controlled Parole 3 and 32 (16)  
 POW REC - March 2007 - Actual DCE, to PCE, Group Parole 27 and 42, Parole PCE, Group Parole 20-21,22,33,44,45 and 54, Disrupt DCE, to PCE, Group Parole 21,22,52 and 53, Controlled Parole 25 and 26, Controlled Parole 28 and 29, Controlled Parole 3 and 32 (16)  
 POW REC - April 2007 - Parole PCE, Group Parole 20-21,22,33,44,45 and 54, Disrupt DCE, to PCE, Group Parole 21,22,52 and 53, Controlled Parole 25 and 26, Controlled Parole 28 and 29, Controlled Parole 3 and 32 (16)  
 POW REC - April 2007 - Parole PCE, Group Parole 20-21,22,33,44,45 and 54, Disrupt DCE, to PCE, Group Parole 21,22,52 and 53, Controlled Parole 25 and 26, Controlled Parole 28 and 29, Controlled Parole 3 and 32 (16)  
 POW REC - July 2007 - Actual DCE, to PCE, Group Parole 27 and 42, Parole PCE, Group Parole 20-21,22,33,44,45 and 54, Disrupt DCE, to PCE, Group Parole 21,22,52 and 53, Controlled Parole 25 and 26, Controlled Parole 28 and 29, Controlled Parole 3 and 32 (16)  
 POW REC - July 2007 - Actual DCE, to PCE, Group Parole 27 and 42, Parole PCE, Group Parole 20-21,22,33,44,45 and 54, Disrupt DCE, to PCE, Group Parole 21,22,52 and 53, Controlled Parole 25 and 26, Controlled Parole 28 and 29, Controlled Parole 3 and 32 (16)  
 POW REC - October 2007 - Actual PCE, Group Parole 27 and 42, Parole PCE, Group Parole 20-21,22,33,44,45 and 54, Disrupt DCE, to PCE, Group Parole 21,22,52 and 53, Controlled Parole 25 and 26, Controlled Parole 28 and 29, Controlled Parole 3 and 32 (16)  
 POW REC - March 2007 - Controlled Parole 25 and 26, Controlled Parole 28 and 29, Controlled Parole 3 and 32 (16)

3

10-APR-2013 12:10  
R:\Roadway\N\Co\W4405.rdy.psh.05.dgn  
\$\$\$\$JSEF:mc\$\$\$\$



- Total south. Export = 1.676 Ae  
 - Total. Draining Eastward = 0.009 Ae  
 - Total. Draining Westward = 0.008 Ae  
 - Total. Draining Northward = 0.008 Ae

~~NOTE: BUS-PADS WILL BE PAID FOR AS SIDEWALK~~  
~~NOTE: SEE SHEET 33 FOR -1- PROFILE~~

MATCHLINE SEE SHEET 6  
-L- STA 35+50

DOCUMENT NOT COMPLETED FINAL UNLESS ALL REQUIREMENTS COMPLETED		PROJECT NO. 17-00000000	SHEET NO. 5
		ROADWAY DESIGN DESIGN NO. AM SHEET NO.	
		STRUCTURES DESIGN NO. PROJECT NO.	





WATCHLINE SEE SHEET 28  
-SR3- STA 13+50

MAINTENANCE SEE SHEET 28  
-Y4- STA 16+50

NC GRID  
NAD 83/NA 2011

NOTE: BUS PADS WILL BE PAID FOR AS SIDEWALK  
NOTE: SEE SHEET 33 & 34 FOR -L- PROFILE  
NOTE: SEE SHEET 46 FOR -Y4- PROFILE  
NOTE: SEE SHEET 5- FOR STRUCTURE PLANS

PROJECT REFERENCE NO.	U-4405	SHEET NO.	6
NW SHEET NO. KADUNA REGION 	MIDLANDS DISTRICT 	DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED	



13-APR-2018 14:24  
 13-APR-2018 14:24  
 13-APR-2018 14:24

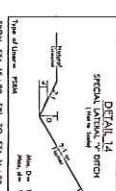
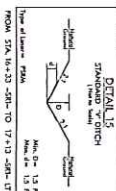
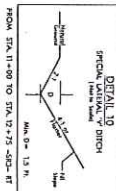
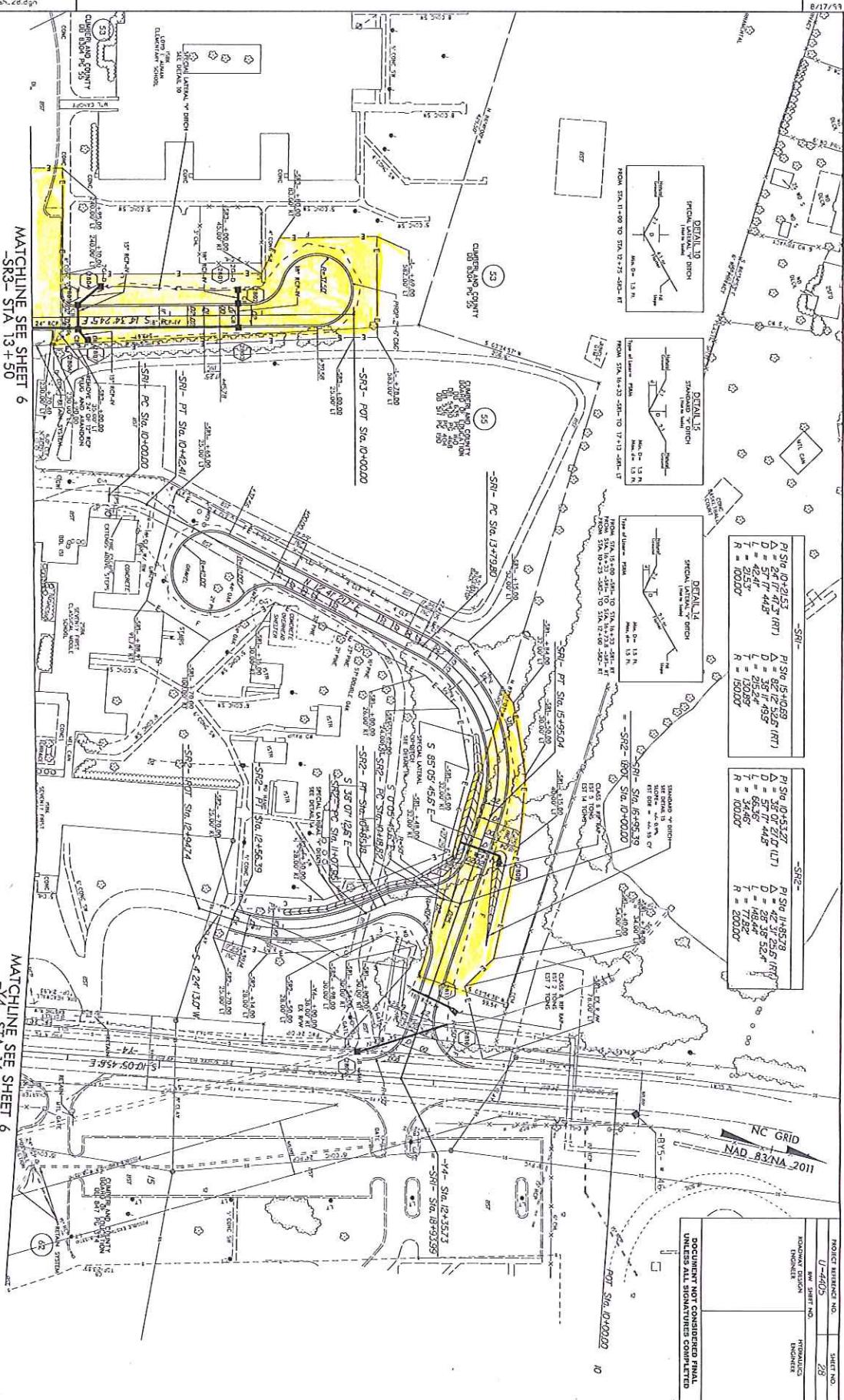
REVISIONS  
 FROM REV. - APR 14/2017 - Partial Final Survey along Parole 53 and 54  
 FROM REV. - APR 25/2017 - Partial Final Survey along Parole 53 and 54  
 FROM REV. - APR 25/2017 - Partial Final Survey along Parole 53 and 54

8/17/19

MATCHLINE SEE SHEET 6  
 -SR3- STA 13+50

MATCHLINE SEE SHEET 6  
 -Y4- STA 16+50

NOTE: SEE SHEET 50 FOR -SR1- PROFILE  
 SEE SHEET 51 FOR -SR2- PROFILE  
 SEE SHEET 51 FOR -SR3- PROFILE



-SR1-

PI STA 10+25.27 (INT)	PI STA 15+10.59
D = 57' 11" 44.8'	D = 35' 11" 43.9'
L = 42.4'	L = 25.2'
T = 21.53'	T = 13.08'
R = 100.00'	R = 100.00'

-SR2-

PI STA 12+56.39 (LT)	PI STA 14+85.78
D = 57' 11" 44.8'	D = 35' 11" 43.9'
L = 42.4'	L = 25.2'
T = 21.53'	T = 13.08'
R = 100.00'	R = 100.00'

PROJECT NUMBER NO.	U-4405	SHEET NO.	28
DESIGNED BY	ENGINEER	PREPARED BY	ENGINEER
DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED			



**OFFICE OF THE COUNTY MANAGER**

**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MAY 20, 2019**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: AMY CANNON, COUNTY MANAGER**

**DATE: 5/16/2019**

**SUBJECT: WAIVER OF FEE FOR USE OF CROWN BY NATIONAL GUARD**

**BACKGROUND**

The North Carolina National Guard at the state level, who is having a large group of soldiers from Cumberland County deploying overseas for active duty and are requesting the use of the Crown Theater for a send-off event for the soldiers and their families. They are requesting the use of the Crown Theater at no charge. The facility in Wake County is willing to allow the use of their facility at no charge.

**RECOMMENDATION / PROPOSED ACTION**

At the May 9, 2019 Agenda Session meeting, the Board of Commissioners approved placing the proposed action below on the Consent Agenda for the May 20, 2019 Board of Commissioners' Meeting:

Approval to Waive the fee for use of the Crown Theater for the North Carolina National Guard deployment send-off event.



## **PLANNING AND INSPECTIONS DEPARTMENT**

### **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MAY 20, 2019**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: CUMBERLAND COUNTY JOINT PLANNING BOARD**

**DATE: 5/9/2019**

**SUBJECT: CASE P07-75**

#### **BACKGROUND**

**Case P07-75:** Modification of the permit for an approved C(P) Planned Commercial/CUD Conditional Use District for mini-warehousing with outside storage of motor vehicles, retail/office space, second floor dwelling and car wash, with the permit allowing for religious worship facility, restaurant, recreation/amusement indoor (conducted for profit) & barbering and hairdressing services/salons; consisting of 11.66+/- acres; located at the southern quadrant of SR 1003 (Camden Road) and SR 1112 (Rockfish Road); submitted by Michael G. Waguespack on behalf of Cam Rocks, LLC (owner).

#### **RECOMMENDATION / PROPOSED ACTION**

**Planning Board Action:** Unanimously recommended approval of the modification to the C(P) Planned Commercial/CUD Conditional Use District to add the additional permitted uses of religious worship facility, restaurant, recreation/amusement indoor (conducted for profit) & barbering and hairdressing services/salons at the April 16, 2019 meeting for the reasons stated in the recommendations of the Planning Staff and as fully reflected in the minutes of the Planning Board Meeting which are incorporated herein by reference.

**Staff Recommendation:** In Case P07-75, the Planning and Inspections Staff recommends approval of the modification to the C(P) Planned Commercial/CUD Conditional Use District to add the additional permitted uses of religious worship facility, restaurant, recreation/amusement indoor (conducted for profit) & barbering and hairdressing services/salons and find this recommendation to be consistent with the Southwest Cumberland Land Use Plan (2013) which calls for "heavy commercial" at this location, all of the requested additional uses are allowed within the C(P) Planned Commercial district which is classified as "heavy commercial" zoning and further find approval of this request is reasonable and in the public interest because the modification requested is in harmony with the surrounding zoning and existing land uses.

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

**MOTION:**

In Case P07-75, I move to approve the modification to the C(P) Planned Commercial/CUD Conditional Use District to add the additional permitted uses of religious worship facility, restaurant, recreation/amusement indoor (conducted for profit) & barbering and hairdressing services/salons and find this recommendation to be consistent with the Southwest Cumberland Land Use Plan (2013) which calls for “heavy commercial” at this location, all of the requested additional uses are allowed within the C(P) Planned Commercial district which is classified as “heavy commercial” zoning and further find approval of this request is reasonable and in the public interest because the modification requested is in harmony with the surrounding zoning and existing land uses.

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

**MOTION:**

In Case P07-75, I move to deny the modification to the C(P) Planned Commercial/CUD Conditional Use District to add the additional permitted uses of religious worship facility, restaurant, recreation/amusement indoor (conducted for profit) & barbering and hairdressing services/salons and find this request (is/is not) consistent with the Southwest Cumberland Land Use Plan (2013) which calls for “heavy commercial” at this location; and further find that denial of the rezoning is reasonable and in the public interest because \_\_\_\_\_.

**ATTACHMENTS:**

Description

Action Memo

Type

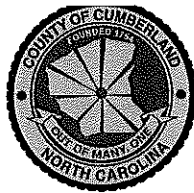
Backup Material

Charles Morris,  
Chair  
Town of Linden

Diane Wheatley,  
Vice-Chair  
Cumberland County

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

Vacant  
Wade, Falcon & Godwin



CUMBERLAND  
COUNTY  
NORTH CAROLINA

*Planning & Inspections Department*

Joel Strickland,  
Acting Director

Vacant,  
Deputy Director

Vikki Andrews,  
Carl Manning,  
Lori Epler,  
Cumberland County

Stan Crumpler,  
Town of Eastover

Patricia Hall,  
Town of Hope Mills

MAY 9, 2019

MEMO TO: Cumberland County Board of Commissioners

FROM: Cumberland County Joint Planning Board

SUBJECT: Case P07-75: Modification of the permit for an approved C(P) Planned Commercial/CUD Conditional Use District for mini-warehousing with outside storage of motor vehicles, retail/office space, second floor dwelling and car wash, with the permit allowing for religious worship facility, restaurant, recreation/amusement indoor (conducted for profit) & barbering and hairdressing services/salons; consisting of 11.66+/- acres; located at the southern quadrant of SR 1003 (Camden Road) and SR 1112 (Rockfish Road); submitted by Michael G. Waguespack on behalf of Cam Rocks, LLC (owner).

ACTION: Unanimously recommended approval of the modification to the C(P) Planned Commercial/CUD Conditional Use District to add the additional permitted uses of religious worship facility, restaurant, recreation/amusement indoor (conducted for profit) & barbering and hairdressing services/salons at the April 16, 2019 meeting for the reasons stated in the recommendations of the Planning Staff and as fully reflected in the minutes of the Planning Board Meeting which are incorporated herein by reference.

PROPERTY INFORMATION: **Frontage & Location:** 575'+/- on SR 1003 (Camden Rd); 386'+/- on SR 1112 (Rockfish Rd); 660'+/- on Applegate Rd; **Depth:** 400'+/-; **Adjacent Property:** Yes; **Current Use:** Mini-warehousing with outside storage of motor vehicles, retail/office space, second floor dwelling & car wash; **Initial Zoning:** RR & R10 – February 3, 1977 (Area 7); Portions rezoned to C(P) on January 27, 1981 & October 18, 2004; Rezoned to C(P)/CUD on July 17, 2007; **Municipal Influence Area:** Hope Mills; **Nonconformities:** Existing religious worship facility, restaurant, indoor recreation & barber shop not permitted; **Zoning Violation(s):** None; **School Capacity/Enrolled:** Stoney Point Elementary: 840/943; John Griffin Middle: 1274/1088; Jack Britt High: 1950/1952; **Water/Sewer Availability:** PWC/PWC; **Subdivision/Site Plan:** See Ordinance Related Conditions; **Average Daily Traffic County (2016):** 9,600 on SR 1003 (Camden Rd); 10,000 on SR 1112 (Rockfish Rd); **Highway Plan:** Camden Road is identified as a thoroughfare needing improvement in the 2040 Metropolitan Transportation Plan. This portion of Camden is shown in the 2040 Metropolitan Transportation Plan as project U-3422, a widening project from the Fayetteville Outer Loop (U-2519) to NC 59 (Hope Mills Road). Right-of-way acquisition will begin in 2021. Rockfish Road is identified as a thoroughfare needing improvement in the 2040 Metropolitan Transportation Plan with no constructions/improvements planned; **Notes:** **Minimum Yard Setbacks: C(P):** Front yard: 50', Side yard: 30', Rear yard: 30'; Surrounding Land Use: Residential (including manufactured home park and multi-family dwellings), religious worship facility (4), vacant commercial, convenience store, retailing &



servicing, public school & tower; Comprehensive Plans: **2030 Growth Vision Plan:** Urban, **Southwest Cumberland Land Use Plan (2013):** Heavy Commercial.

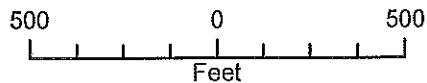
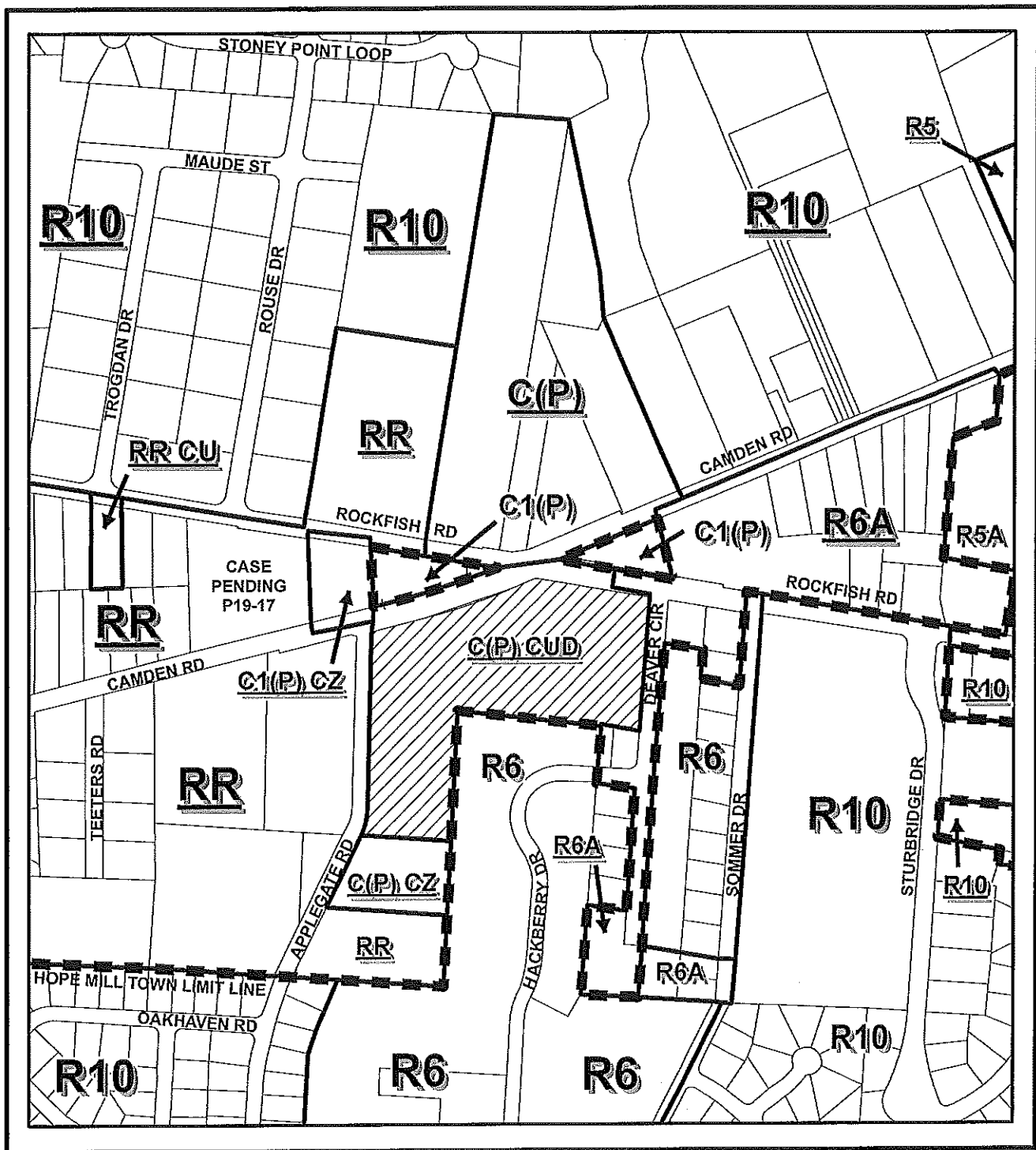
MINUTES OF APRIL 16, 2019

In Case P07-75, the Planning and Inspections Staff recommends approval of the modification to the C(P) Planned Commercial/CUD Conditional Use District to add the additional permitted uses of religious worship facility, restaurant, recreation/amusement indoor (conducted for profit) & barbering and hairdressing services/salons and find this recommendation to be consistent with the Southwest Cumberland Land Use Plan (2013) which calls for "heavy commercial" at this location, all of the requested additional uses are allowed within the C(P) Planned Commercial district which is classified as "heavy commercial" zoning and further find approval of this request is reasonable and in the public interest because the modification requested is in harmony with the surrounding zoning and existing land uses.

In Case P07-75, Mrs. Epler made a motion, seconded by Mr. Manning to approve the modification to the C(P) Planned Commercial/CUD Conditional Use District to add the additional permitted uses of religious worship facility, restaurant, recreation/amusement indoor (conducted for profit) & barbering and hairdressing services/salons and find this recommendation to be consistent with the Southwest Cumberland Land Use Plan (2013) which calls for "heavy commercial" at this location, all of the requested additional uses are allowed within the C(P) Planned Commercial district which is classified as "heavy commercial" zoning and further find approval of this request is reasonable and in the public interest because the modification requested is in harmony with the surrounding zoning and existing land uses. Unanimous approval.

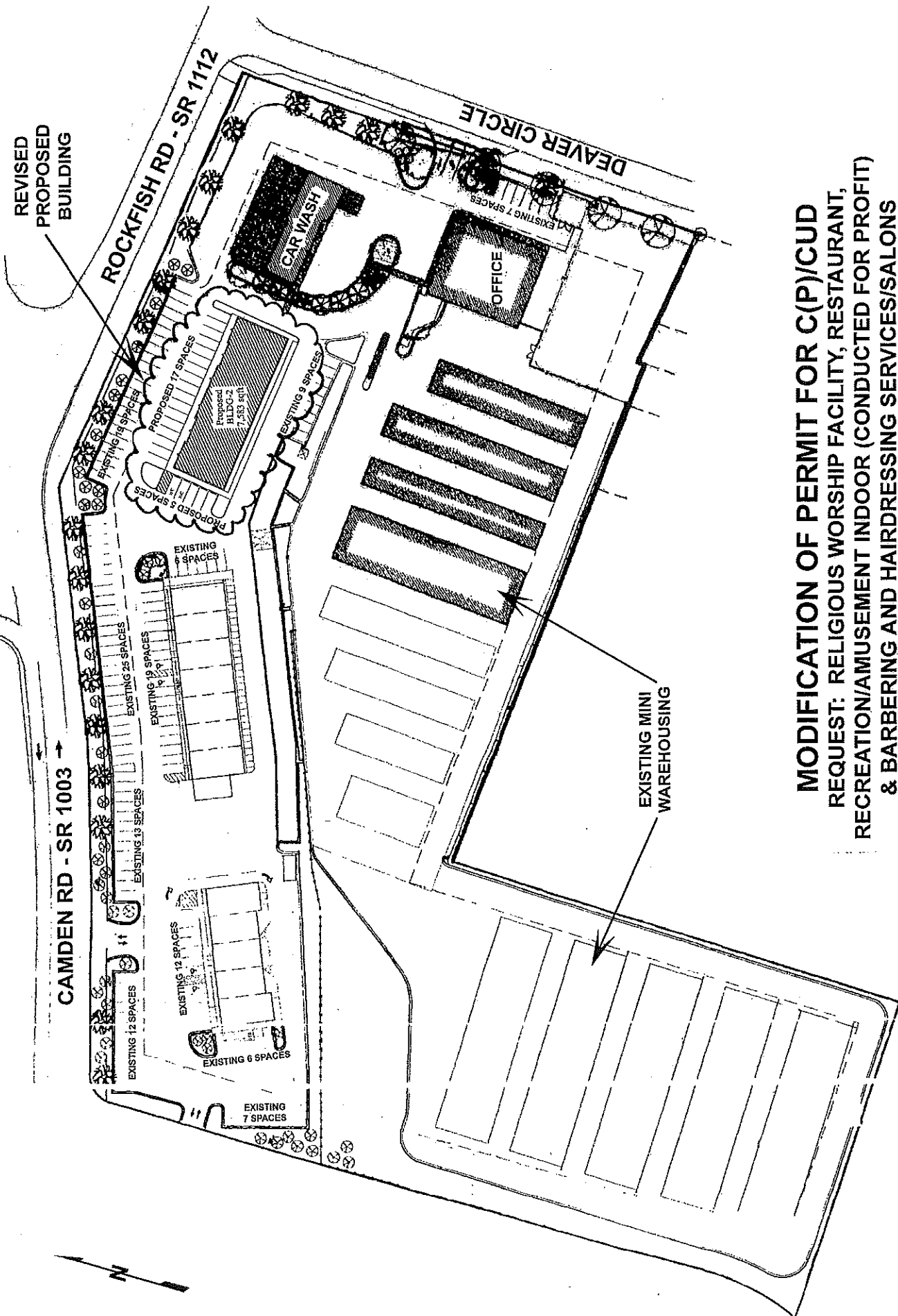
**First Class and Record Owners' Mailed Notice Certification**

*A certified copy of the tax record owner(s) of the subject and adjacent properties and their tax record mailing address is contained within the case file and is incorporated by reference as if delivered herewith.*



## MODIFICATION OF PERMIT FOR C(P)/CUD

ACREAGE: 11.66 AC. +/-		HEARING NO: P07-75	
ORDINANCE: HOPE MILLS		HEARING DATE	ACTION
STAFF RECOMMENDATION			
PLANNING BOARD			
GOVERNING BOARD			



**MODIFICATION OF PERMIT FOR C(P)/CUD**  
 REQUEST: RELIGIOUS WORSHIP FACILITY, RESTAURANT,  
 RECREATION/AMUSEMENT INDOOR (CONDUCTED FOR PROFIT)  
 & BARBERING AND HAIRDRESSING SERVICES/SALONS

CASE: P07-75    ACREAGE: 11.66 AC +/-

SCALE: NTS    PARKING: AS SHOWN

\*SCALE DETAILED SITE PLAN IN FILE: AVAILABLE FOR REVIEW UPON REQUEST

**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, as hereinafter requested, the following facts are submitted:

1. Applicant/Agent CAM ROCKS LLC - MIKE WAGUESPAEK
2. Address: 3316 DEAPER CIRCLE Zip Code 28348
3. Telephone: (Home) 910-605-1809 (Work) \_\_\_\_\_
4. Location of Property: CAMDEN RD. & ROCKFISH RD.
5. Parcel Identification Number (PIN #) of subject property: 0404-46-0307 -  
(also known as Tax ID Number or Property Tax ID)
6. Acreage: 11.00 Frontage: 2,084.55 Depth: \_\_\_\_\_
7. Water Provider: PWC Septage Provider: PWC
8. Deed Book 7800, Page(s) 0183, Cumberland County Registry. (Attach copy of deed of subject property as it appears in Registry).
9. Existing use of property: MINI-WAREHOUSE, RETAIL/OFFICE, SECOND FLOOR DWELLING & CARWASH
10. Proposed use(s) of the property: \_\_\_\_\_  
ADD RELIGIOUS WORSHIP AND RESTAURANT AND INDOOR RECREATION  
NOTE: Be specific and list all intended uses. AND BARBER AND NAIL SALON
11. Do you own any property adjacent to, including across the street from, the property being submitted for rezoning? Yes X No \_\_\_\_\_
12. Has a violation been issued on this property? Yes \_\_\_\_\_ No X
13. It is requested that the foregoing property be rezoned FROM: \_\_\_\_\_

TO: (Select one)

- \_\_\_\_\_ Conditional Zoning District, with an underlying zoning district of \_\_\_\_\_  
(Article V)
- \_\_\_\_\_ Mixed Use District/Conditional Zoning District (Article VI)
- \_\_\_\_\_ Planned Neighborhood District/Conditional Zoning District (Article VII)
- \_\_\_\_\_ Density Development/Conditional Zoning District, at the \_\_\_\_\_ Density  
(Article VIII)

APPLICATION FOR  
CONDITIONAL ZONING

1. PROPOSED USE(S):

- A. List the use(s) proposed for the Conditional Zoning. (Use of the underlying district will be restricted only to the use(s) specified in this application if approved.)

MINI-WARHOUSE  
RETAIL/OFFICE  
DWELLING UNIT  
CAR WASH

RELIGIOUS WORSHIP  
REST UARANT ?

- B. Density: List the amount of acreage that will be residential, commercial, and/or open space, and the number of lots and/or dwelling units proposed, and the square footage of the non-residential units.

SEE SITE PLAN

2. DIMENSIONAL REQUIREMENTS:

- A. Reference either the dimensional requirements of the district, Sec. 1104 or list the proposed setbacks.

SEE SITE PLAN

- B. Off-street parking and loading, Sec. 1202 & 1203: List the number of spaces, type of surfacing material and any other pertinent information.

SEE SITE PLAN

3. SIGN REQUIREMENTS:

Reference the district sign regulations proposed from Article XIII.

SEE SITE PLAN

4. LANDSCAPE AND BUFFER REQUIREMENTS:

- A. For all new non-residential and mixed use development abutting a public street, indicate the number and type of large or small ornamental trees used in the streetscape, yard space, and/or parking areas, plus the number and type of shrubs. (Sec. 1102N). **NOTE: All required landscaping must be included on the site plan.**

SEE SITE PLAN

- B. Indicate the type of buffering and approximate location, width and setback from the property lines. (Sec. 1102G). **NOTE: All required buffers must be included on the site plan.**

SEE SITE PLAN

5. MISCELLANEOUS:

List any information not set forth above, such as the days and hours of the operation, number of employees, exterior lighting, noise, odor and smoke, emission controls, etc.

6. SITE PLAN REQUIREMENTS:

The application must include a site plan drawn to the specifications of Sec. 1402. If the proposed uses involve development subject to the County Subdivision Ordinance, the site plan required may be general in nature, showing a generalized street pattern, if applicable, and the location of proposed uses. If the proposed uses include development not subject to the Subdivision Ordinance, the site plan must be of sufficient detail to allow the Planning and Inspections Staff, Planning Board and County Commissioners to analyze the proposed uses and arrangement of uses on the site. It also must include the footprints of all buildings (proposed and existing), the proposed number of stories, location and number of off-street parking and loading spaces, proposed points of access to existing streets and internal circulation patterns. In addition, the location of all proposed buffers and fences and landscaping shall be included on the site plan.

7. STATEMENT OF ACKNOWLEDGMENT:

It is understood by the undersigned that the official zoning map, as originally adopted and subsequently amended, is presumed to be appropriate to the property involved and that the burden of proof for a zoning amendment (rezoning) rest with the petitioner.

It is the responsibility of the petitioner (personally or by agent) to submit to the Planning and Inspections Department a valid request within a complete application.

I further understand I must voluntarily agree to all ordinance related conditions prior to the first hearing on the case or any disagreement may be cause for an unfavorable recommendation. The undersigned hereby acknowledge that the Planning and Inspections Staff has conferred with the petitioner or assigns, and the application as submitted is accurate and correct.

✓ CAM ROCKS, LLC - MIKE WAGUESPACK  
NAME OF OWNER(S) (PRINT OR TYPE)

3316 DEADER CIRCLE HOPE MILLS, NC 28348  
ADDRESS OF OWNER(S)

FUN TIME 2 NC @ AOL.COM  
E-MAIL

910-605-1809  
HOME TELEPHONE

WORK TELEPHONE

Mike Waguespack  
SIGNATURE OF OWNER(S)

SIGNATURE OF OWNER(S)

\_\_\_\_\_  
NAME OF AGENT, ATTORNEY, APPLICANT (by assign) (PRINT OR TYPE)

\_\_\_\_\_  
ADDRESS OF AGENT, ATTORNEY, APPLICANT

\_\_\_\_\_  
HOME TELEPHONE

\_\_\_\_\_  
WORK TELEPHONE

\_\_\_\_\_  
E-MAIL ADDRESS

\_\_\_\_\_  
FAX NUMBER

\_\_\_\_\_  
SIGNATURE OF AGENT, ATTORNEY, OR APPLICANT

## **C(P) PLANNED INDUSTRIAL/CUD CONDITIONAL USE DISTRICT**

### **DRAFT**

#### **Ordinance Related Conditions**

##### **Conditions of the Application:**

1. Proposed Uses: Mini-warehousing (standard and mini-mobile) with outside storage of motor vehicles, retail/office space, second floor dwelling unit, car wash, religious worship facility, restaurant, recreation/amusement indoor (conducted for profit), barbering & hairdressing services/salons
2. Hours of operation: Mini-warehousing – 24 hours, All other non-residential uses will operate under standard business hours.
3. Parking: 157 spaces shown (121 spaces required)
4. Signage: In accordance with the Zoning Ordinance.
5. Buffering: Chain link fence planted with climbing jasmine vine as in Phase 1.

##### **Permit-Related:**

1. The owner/developer(s) of these lots must obtain detailed instructions from the County Code Enforcement Section, Room 101 in the Historic Courthouse at 130 Gillespie Street on provisions of the County Zoning Ordinance and any permits that may be required to place any structure within this development or to commence any use of the subject property. For additional information, the developer should contact a Code Enforcement Officer.
2. The developer must provide a site-specific address and tax parcel number at the time of building/zoning permit application.
3. Landscaping must be provided as shown on the site plan. In addition, all required plant materials shall be maintained by the property owners, including replacing dead or unhealthy trees and shrubs; trees shall be maintained in a vertical position at all times; all planting areas shall be kept free of weeds and debris.
4. Connection to public water and sewer is required, the Public Works Commission (PWC) must approve water and sewer plans prior to application for any permits. A copy of the PWC approval must be provided to Code Enforcement at the time of application for building/zoning permits.
5. The developer must/may have to provide the Code Enforcement Section with an approved NC Department of Environment and Natural Resources (NCDENR) sedimentation and erosion control plan (S&E) prior to any application for permits. (Note: If any retention/detention basins are required for state approval of this plan, then three (3) copies of a revised plan must be submitted and approved by Planning & Inspections prior to application for any building/zoning permits.) A copy of the NCDENR approval must be provided to Code Enforcement at the time of application for any building/zoning permits.
6. The building final inspection cannot be accomplished until a Code Enforcement Officer inspects the site and certifies that the site is developed in accordance with the approved plans.

##### **Site-Related:**

7. All uses, dimensions, setbacks and other related provisions of the County Subdivision and Zoning Ordinances for the C(P)/CUD zoning district and the conditions of the Permit must be complied with, as applicable. (NOTE: Storage of motor vehicles is permitted only in the area indicated on the site plan.)
8. This approval is not approval of any freestanding signs; if a freestanding sign is desired, re-submittal to the Land Use Codes Section of a revised site plan showing the location and dimensions of the freestanding sign(s) must be submitted for Staff approval.



9. Because the original NC Department of Transportation (NCDOT) approved driveway was never constructed and the site has increased in size, the developer must obtain a new driveway permit from the NCDOT.
10. The NC Department of Transportation (NCDOT) will require turn lanes to be installed. A copy of the approved driveway permit must be provided to Code Enforcement at the time of application for building/zoning permits.
11. The off-street parking must be provided as shown on the site plan. All required off-street parking spaces must be provided as required by the provisions of the County Zoning Ordinance, 75% of which are required to be a minimum of 9' x 20' and surfaced, with a permanent material such as asphalt or concrete, and striped prior to application for the *Certificate of Occupancy*. The remaining 25% must remain un-improved and used as "overflow" parking.
12. All lighting is required to be directed internally within this development and comply with provisions of Section 1102 M, Outdoor Lighting, County Zoning Ordinance.
13. A solid buffer must be provided along the entire southern boundary of this site where the subject property is adjacent to residential zoning districts. This buffer must be provided and maintained in accordance with the provisions of Section 1102 G, Buffer Requirements, County Zoning Ordinance. If fencing is to be used, the developer is required to set the fence back a sufficient width to allow for the proper maintenance and upkeep of the vegetation.
14. All dumpster, garbage, and utility areas shall be located on concrete pads and screened on a minimum of three sides.
15. An adequate drainage system must be installed by the developer in accordance with good engineering practices and all drainage ways must be kept clean and free of debris.
16. Fire hydrants must be installed along all proposed streets and drives; hydrants must be located no further than 1,000 feet apart and at a maximum of 500 feet from any lot.
17. All utilities, except for 25kv or greater electrical lines, must be located underground.
18. The owner/developer is the responsible party to secure and maintain the detention/retention basin, keeping it clear of debris and taking measures for the prevention of insect and rodent infestation.
19. This review does not constitute a "subdivision" approval by NC Department of Transportation (NCDOT). A separate submittal to NCDOT will be required prior to consideration for addition to the system of any street within this development.
20. All notes and calculations as shown on the site plan and contained within the application are to be considered as a part of this conditional approval.

***Thank you for doing business in Cumberland County!***

**If you need clarification of any conditions, please contact Betty Lynd at 910-678-7603 or Hope Ward Page at 910-678-7602 with the Land Use Codes Section; otherwise, contact the appropriate agency at the contact numbers below.**

**Contact Information (Area Code is 910 unless otherwise stated):**

Watershed Officer/Improvements:	Jeff Barnhill	678-7765	<a href="mailto:jbarnhill@co.cumberland.nc.us">jbarnhill@co.cumberland.nc.us</a>
Subdivision/Site Plan/Plat	Ed Byrne	678-7609	<a href="mailto:ebyrne@co.cumberland.nc.us">ebyrne@co.cumberland.nc.us</a>
Code Enforcement (Permits):	Scott Walters	321-6654	<a href="mailto:swalters@co.cumberland.nc.us">swalters@co.cumberland.nc.us</a>
County Building Inspections:	Michael Naylor	321-6657	<a href="mailto:mnaylo@co.cumberland.nc.us">mnaylo@co.cumberland.nc.us</a>
Fire Marshal – Emergency Services	Kevin Lowther	321-6625	<a href="mailto:klowther@co.cumberland.nc.us">klowther@co.cumberland.nc.us</a>
	Gene Booth	678-7641	<a href="mailto:wbooth@co.cumberland.nc.us">wbooth@co.cumberland.nc.us</a>
County Engineer's Office:	Wayne Dudley	678-7636	<a href="mailto:wdudley@co.cumberland.nc.us">wdudley@co.cumberland.nc.us</a>
County Health Department:	Fred Thomas	433-3692	<a href="mailto:fthomas@co.cumberland.nc.us">fthomas@co.cumberland.nc.us</a>
Food & Lodging Env. Health:	Fred Thomas	433-3692	<a href="mailto:fthomas@co.cumberland.nc.us">fthomas@co.cumberland.nc.us</a>
Ground Water Issues:	Fred Thomas	433-3692	<a href="mailto:fthomas@co.cumberland.nc.us">fthomas@co.cumberland.nc.us</a>
PWC:	Joe Glass	223-4740	<a href="mailto:joe.glass@faypwc.com">joe.glass@faypwc.com</a>
	Sam Powers	223-4370	<a href="mailto:sam.powers@faypwc.com">sam.powers@faypwc.com</a>
Town of Hope Mills:		424-4555*	

Town Clerk:	Jane Starling		<a href="mailto:jstarling@townofhopemills.com">jstarling@townofhopemills.com</a>
Planner – Zoning Permits	Chancer McLaughlin		<a href="mailto:cmclaughlin@townofhopemills.com">cmclaughlin@townofhopemills.com</a>
Chief Building Inspector:	David (Ray) Reeves		<a href="mailto:dreeves@townofhopemills.com">dreeves@townofhopemills.com</a>
Stormwater/Flood Administrator:	Beth Brown		<a href="mailto:eabrown@townofhopemills.com">eabrown@townofhopemills.com</a>
Zoning Inspector:	Chancer McLaughlin		<a href="mailto:cmclaughlin@townofhopemills.com">cmclaughlin@townofhopemills.com</a>
Fire Marshal	Brett A. Ham		<a href="mailto:baham@townofhopemills.com">baham@townofhopemills.com</a>
Public Works – Streets/sidewalks	Don Sisko		<a href="mailto:dsisko@townofhopemills.com">dsisko@townofhopemills.com</a>
US Postal Service	Jonathan R. Wallace	(704) 393-4412	<a href="mailto:jonathan.r.wallace@usps.gov">jonathan.r.wallace@usps.gov</a>
Corp of Engineers (wetlands):	Liz Hair	(910) 251-4049	<a href="mailto:hair@usacr.army.mil">hair@usacr.army.mil</a>
NCDEQ (E&S):	Leland Cottrell	(910) 433-3393	<a href="mailto:leland.cottrell@ncdenr.gov">leland.cottrell@ncdenr.gov</a>
US Fish & Wildlife Services	Susan Ladd Miller	(910) 695-3323	<a href="mailto:susan_miller@fws.gov">susan_miller@fws.gov</a>
Location Services:			
Site-Specific Address:	Will Phipps	678-7666	<a href="mailto:wphipps@co.cumberland.nc.us">wphipps@co.cumberland.nc.us</a>
Tax Parcel Numbers:		678-7549	
NCDOT (driveways/curb-cuts):	Troy Baker	364-0601	<a href="mailto:tlbaker@ncdot.gov">tlbaker@ncdot.gov</a>
Transportation Planning:	Katrina Evans	678 7614	<a href="mailto:kevans@co.cumberland.nc.us">kevans@co.cumberland.nc.us</a>
N.C. Division of Water Quality:	Annette Lucas	(919) 807-6381	<a href="mailto:annette.lucas@ncdenr.gov">annette.lucas@ncdenr.gov</a>

\*This is the main telephone number for the Town of Hope Mills; once connected, the caller will be directed to the various departments.



## **PLANNING AND INSPECTIONS DEPARTMENT**

### **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MAY 20, 2019**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: CUMBERLAND COUNTY JOINT PLANNING BOARD**

**DATE: 5/9/2019**

**SUBJECT: CASE P19-16**

#### **BACKGROUND**

**Case P19-16:** Rezoning of 0.20+/- acre from R6A Residential to C(P) Planned Commercial or to a more restrictive zoning district, located at 1100 Honeycutt Road; submitted by Mark Reconnu on behalf of Gina's Property Holdings, LLC (owner) & Terry C. Faircloth, PLS (agent).

#### **RECOMMENDATION / PROPOSED ACTION**

**Planning Board Action:** Unanimously recommended approval of the rezoning from R6A Residential to C(P) Planned Commercial at the April 16, 2019 meeting as fully reflected in the minutes of the Planning Board Meeting which are incorporated herein by reference.

**Staff Recommendation:** In Case P19-16, the Planning and Inspections Staff recommends approval of the rezoning from R6A Residential to C(P) Planned Commercial and find: a) The approval is an amendment to the adopted current North Fayetteville Land Use Plan (2003) map; and that the Board of Commissioners should not require any additional request or application for amendment to said map for this request; b) The following change in conditions was considered in amending the zoning ordinance (zoning map) to meet the development needs of the community: the subject property meets most of the location criteria for "heavy commercial" as defined in the Land Use Policies Plan (2009), and will be recombined with the western adjacent property to provide sufficient area for pedestrian and vehicular movement, buffering and landscaping for a commercial development; c) And, this rezoning approval is reasonable and in the public interest because the district requested is in harmony with the adjacent existing land uses and zoning and approval of this request will allow the development of a currently vacant property.

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

**MOTION:**

- In Case P19-16, I move to approve the rezoning from R6A Residential to C(P) Planned Commercial and find:
- a. The approval is an amendment to the adopted current North Fayetteville Land Use Plan (2003) map; and that the Board of Commissioners should not require any additional request or application for amendment to said map for this request;
  - b. The following change in conditions was considered in amending the zoning ordinance (zoning map) to meet the development needs of the community: the subject property meets most of the location criteria for “heavy commercial” as defined in the Land Use Policies Plan (2009), and will be recombined with the western adjacent property to provide sufficient area for pedestrian and vehicular movement, buffering and landscaping for a commercial development;
  - c. And, this rezoning approval is reasonable and in the public interest because the district requested is in harmony with the adjacent existing land uses and zoning and approval of this request will allow the development of a currently vacant property.

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

**MOTION:**

In Case P19-16, I move to deny the rezoning from R6A Residential to C(P) Planned Commercial and find the request is not consistent with the adopted North Fayetteville Land Use Plan (2003) which calls for “medium density residential” at this location; and further find that denial of the rezoning is reasonable and in the public interest because \_\_\_\_\_.

**ATTACHMENTS:**

Description

Action Memo

Type

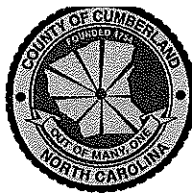
Backup Material

Charles Morris,  
Chair  
Town of Linden

Diane Wheatley,  
Vice-Chair  
Cumberland County

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

Vacant  
Wade, Falcon & Godwin



CUMBERLAND  
COUNTY  
NORTH CAROLINA

*Planning & Inspections Department*

Joel Strickland,  
Acting Director

Vacant,  
Deputy Director

Vikki Andrews,  
Carl Manning,  
Lori Epler,  
Cumberland County

Stan Crumpler,  
Town of Eastover

Patricia Hall,  
Town of Hope Mills

MAY 9, 2019

MEMO TO: Cumberland County Board of Commissioners

FROM: Cumberland County Joint Planning Board

SUBJECT: Case P19-16: Rezoning of 0.20+/- acre from R6A Residential to C(P) Planned Commercial or to a more restrictive zoning district, located at 1100 Honeycutt Road; submitted by Mark Reconnu on behalf of Gina's Property Holdings, LLC (owner) & Terry C. Faircloth, PLS (agent).

ACTION: Unanimously recommended approval of the rezoning from R6A Residential to C(P) Planned Commercial at the April 16, 2019 meeting as fully reflected in the minutes of the Planning Board Meeting which are incorporated herein by reference.

PROPERTY INFORMATION: **Frontage & Location:** 100'+/- on SR 1613 (Honeycutt Rd); 81'+/- on SR 1693 (Half Moon Cir); **Depth:** 90'+/-; **Adjacent Property:** Yes; **Current Use:** Vacant; **Initial Zoning:** R6A – August 21, 1972 (Area 1); **Municipal Influence Area:** Fayetteville; **Nonconformities:** None; **Zoning Violation(s):** Case MH2390-2019 (display of vehicles for sale on residentially zoned property); **School Capacity/Enrolled:** W.T. Brown Elementary: 680/340; Pine Forest Middle: 820/807; Pine Forest High: 1750/1586; **Special Flood Hazard Area (SFHA):** None; **Watershed:** Yes; **Water/Sewer Availability:** PWC/Septic; **Soil Limitations:** None; **Subdivision/Site Plan:** If approved, site plan review required; **Average Daily Traffic County (2016):** 18,000 on SR 1613 (Honeycutt Rd); **Highway Plan:** Honeycutt Road is identified as an existing thoroughfare in the 2040 Metropolitan Transportation Plan with no constructions/improvements planned; no impact on the Transportation Plan; **Notes: Density:** R6A- 1 lots/2 units; **Minimum Yard Setbacks: R6A:** Front yard: 25', Side yard: 10', Rear yard: 15'; **C(P):** Front yard: 50', Side yard: 30', Rear yard: 30'; Surrounding Land Use: Residential (including multi-family housing, manufactured homes & manufactured home park), dry cleaning, motor vehicle sales; Comprehensive Plans: **2030 Growth Vision Plan:** Urban; **North Fayetteville Land Use Plan (2003):** Medium Density Residential.

MINUTES OF APRIL 16, 2019

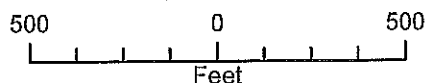
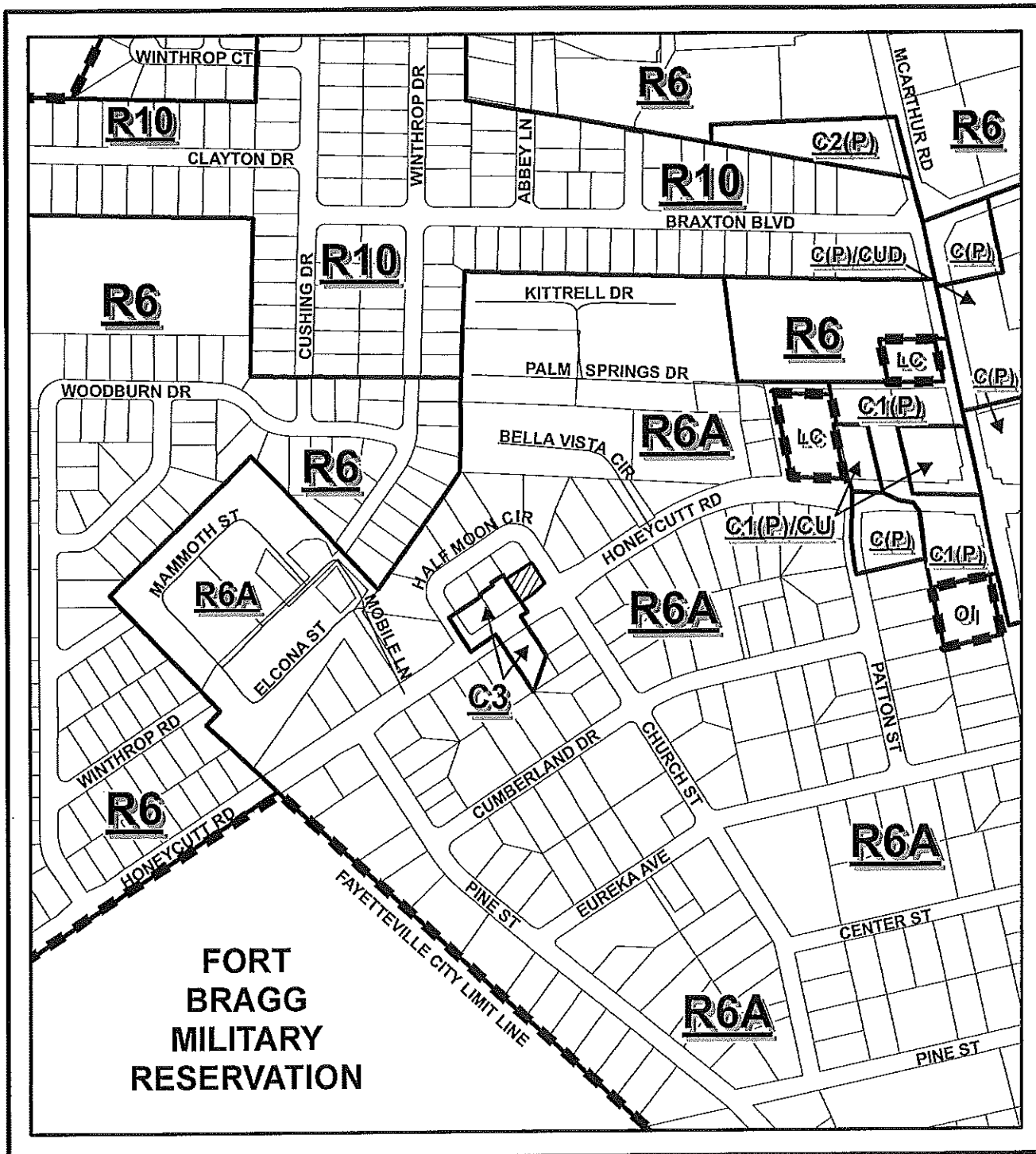
In Case P19-16, the Planning and Inspections Staff recommends approval of the rezoning from R6A Residential to C(P) Planned Commercial and find: a) The approval is an amendment to the adopted current North Fayetteville Land Use Plan (2003) map; and that the Board of Commissioners should not require any additional request or application for amendment to said map for this request; b) The following change in conditions was considered in amending the zoning ordinance (zoning map) to meet the development needs of the community: the subject property meets most of the location criteria for "heavy commercial" as defined in the Land Use Policies Plan (2009), and will be recombined with the western adjacent property to provide

sufficient area for pedestrian and vehicular movement, buffering and landscaping for a commercial development; c) And, this rezoning approval is reasonable and in the public interest because the district requested is in harmony with the adjacent existing land uses and zoning and approval of this request will allow the development of a currently vacant property.

**In Case P19-16, Mrs. Epler made a motion, seconded by Mr. Manning to approval of the rezoning from R6A Residential to C(P) Planned Commercial and find: a) The approval is an amendment to the adopted current North Fayetteville Land Use Plan (2003) map; and that the Board of Commissioners should not require any additional request or application for amendment to said map for this request; b) The following change in conditions was considered in amending the zoning ordinance (zoning map) to meet the development needs of the community: the subject property meets most of the location criteria for "heavy commercial" as defined in the Land Use Policies Plan (2009), and will be recombined with the western adjacent property to provide sufficient area for pedestrian and vehicular movement, buffering and landscaping for a commercial development; c) And, this rezoning approval is reasonable and in the public interest because the district requested is in harmony with the adjacent existing land uses and zoning and approval of this request will allow the development of a currently vacant property. Unanimous approval.**

**First Class and Record Owners' Mailed Notice Certification**

*A certified copy of the tax record owner(s) of the subject and adjacent properties and their tax record mailing address is contained within the case file and is incorporated by reference as if delivered herewith.*



PIN: 0520-49-7568

## REQUESTED REZONING R6A TO C(P)

ACREAGE: 0.20 AC. +/-	HEARING NO: P19-16	
ORDINANCE: COUNTY	HEARING DATE	ACTION
STAFF RECOMMENDATION		
PLANNING BOARD		
GOVERNING BOARD		

LH



## **PLANNING AND INSPECTIONS DEPARTMENT**

### **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MAY 20, 2019**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: CUMBERLAND COUNTY JOINT PLANNING BOARD**

**DATE: 5/9/2019**

**SUBJECT: CASE P19-17**

#### **BACKGROUND**

**Case P19-17:** Rezoning of 3.33+/- acres from RR Rural Residential to C(P) Planned Commercial or to a more restrictive zoning district, located at 6585 Rockfish Road, submitted by Gerald & Betty Hunnicutt on behalf of Hunnicutt Corporation (owners) and Mark Candler on behalf of Alhobishi Convenience Stores & Rentals (agent).

#### **RECOMMENDATION / PROPOSED ACTION**

**Planning Board Action:** Unanimously recommended approval of the rezoning from RR Rural Residential to C(P) Planned Commercial at the April 16, 2019 meeting for the reasons stated in the recommendations of the Planning Staff and as fully reflected in the minutes of the Planning Board Meeting which are incorporated herein by reference.

**Staff Recommendation:** In Case P19-17, the Planning and Inspections Staff recommends approval of the rezoning from RR Rural Residential to C(P) Planned Commercial and find this recommendation to be consistent with the Southwest Cumberland Land Use Plan (2013) which calls for “heavy commercial” at this location, C(P) Planned Commercial is classified as a “heavy commercial” zoning district and further find approval of the request is reasonable and in the public interest because the district requested is in harmony with surrounding zoning and existing land uses.

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

#### **MOTION:**

In Case P19-17, I move to approve the rezoning from RR Rural Residential to C(P) Planned Commercial and find this recommendation to be consistent with the Southwest Cumberland Land Use Plan (2013) which calls



for “heavy commercial” at this location, C(P) Planned Commercial is classified as a “heavy commercial” zoning district and further find approval of the request is reasonable and in the public interest because the district requested is in harmony with surrounding zoning and existing land uses.

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

**MOTION:**

In Case P19-17, I move to deny the rezoning from RR Rural Residential to C(P) Planned Commercial and find this request (is/is not) consistent with the Southwest Cumberland Land Use Plan (2013) which calls for “heavy commercial” at this location; and further find that denial of the rezoning is reasonable and in the public interest because \_\_\_\_\_.

**ATTACHMENTS:**

Description

Action Memo

Type

Backup Material

Charles Morris,  
Chair  
Town of Linden

Diane Wheatley,  
Vice-Chair  
Cumberland County

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

Vacant  
Wade, Falcon & Godwin



CUMBERLAND  
COUNTY  
NORTH CAROLINA

*Planning & Inspections Department*

Joel Strickland,  
Acting Director

Vacant,  
Deputy Director

Vikki Andrews,  
Carl Manning,  
Lori Epler,  
Cumberland County

Stan Crumpler,  
Town of Eastover

Patricia Hall,  
Town of Hope Mills

MAY 9, 2019

MEMO TO: Cumberland County Board of Commissioners

FROM: Cumberland County Joint Planning Board

SUBJECT: Case P19-17: Rezoning of 3.33+/- acres from RR Rural Residential to C(P) Planned Commercial or to a more restrictive zoning district, located at 6585 Rockfish Road, submitted by Gerald & Betty Hunnicutt on behalf of Hunnicutt Corporation (owners) and Mark Candler on behalf of Alhobishi Convenience Stores & Rentals (agent).

ACTION: Unanimously recommended approval of the rezoning from RR Rural Residential to C(P) Planned Commercial at the April 16, 2019 meeting for the reasons stated in the recommendations of the Planning Staff and as fully reflected in the minutes of the Planning Board Meeting which are incorporated herein by reference.

PROPERTY INFORMATION: **Frontage & Location:** 412'+/- on SR 1112 (Rockfish Rd); 415'+/- on SR 1003 (Camden Rd); **Depth:** 375'+/-; **Adjacent Property:** None; **Current Use:** Vacant; **Initial Zoning:** RR – February 6, 1976 (Area 5); **Municipal Influence Area:** Hope Mills; **Nonconformities:** None; **Zoning Violation(s):** None; **School Capacity/Enrolled:** Stoney Point Elementary: 840/943; John Griffin Middle: 1274/1088; Jack Britt High: 1950/1952; **Special Flood Hazard Area (SFHA):** None; **Water/Sewer Availability:** PWC/Septic; **Soil Limitations:** None; **Subdivision/Site Plan:** If approved, site plan review required; **Average Daily Traffic County (2016):** 9,600 on SR 1003 (Camden Road); 13,000 on SR 1112 (Rockfish Road); **Highway Plan:** Camden Road is identified as a thoroughfare needing improvement in the 2040 Metropolitan Transportation Plan. This portion of Camden Road is shown in the 2040 Metropolitan Transportation Plan as Project U-3422, a widening project from the Fayetteville Outer Loop (U-2519) to NC 59 (Hope Mills Road). Right-of-way acquisition will begin in 2021. Rockfish Road is identified as a thoroughfare needing improvement in the 2040 Metropolitan Transportation Plan with no constructions/improvements planned; **Notes:** **Density:** RR- 7 lots/units; **Minimum Yard Setbacks:** **RR:** Front yard: 30', Side yard: 15', Rear yard: 35'; **C(P):** Front yard: 50', Side yard: 30', Rear yard: 30'; Surrounding Land Use: Residential (including manufactured homes), religious worship facilities, private school, vacant commercial, mini-warehousing, retailing & servicing, restaurant; Comprehensive Plans: **2030 Growth Vision Plan:** Urban, **Southwest Cumberland Land Use Plan (2013):** Heavy Commercial.

MINUTES OF APRIL 16, 2019

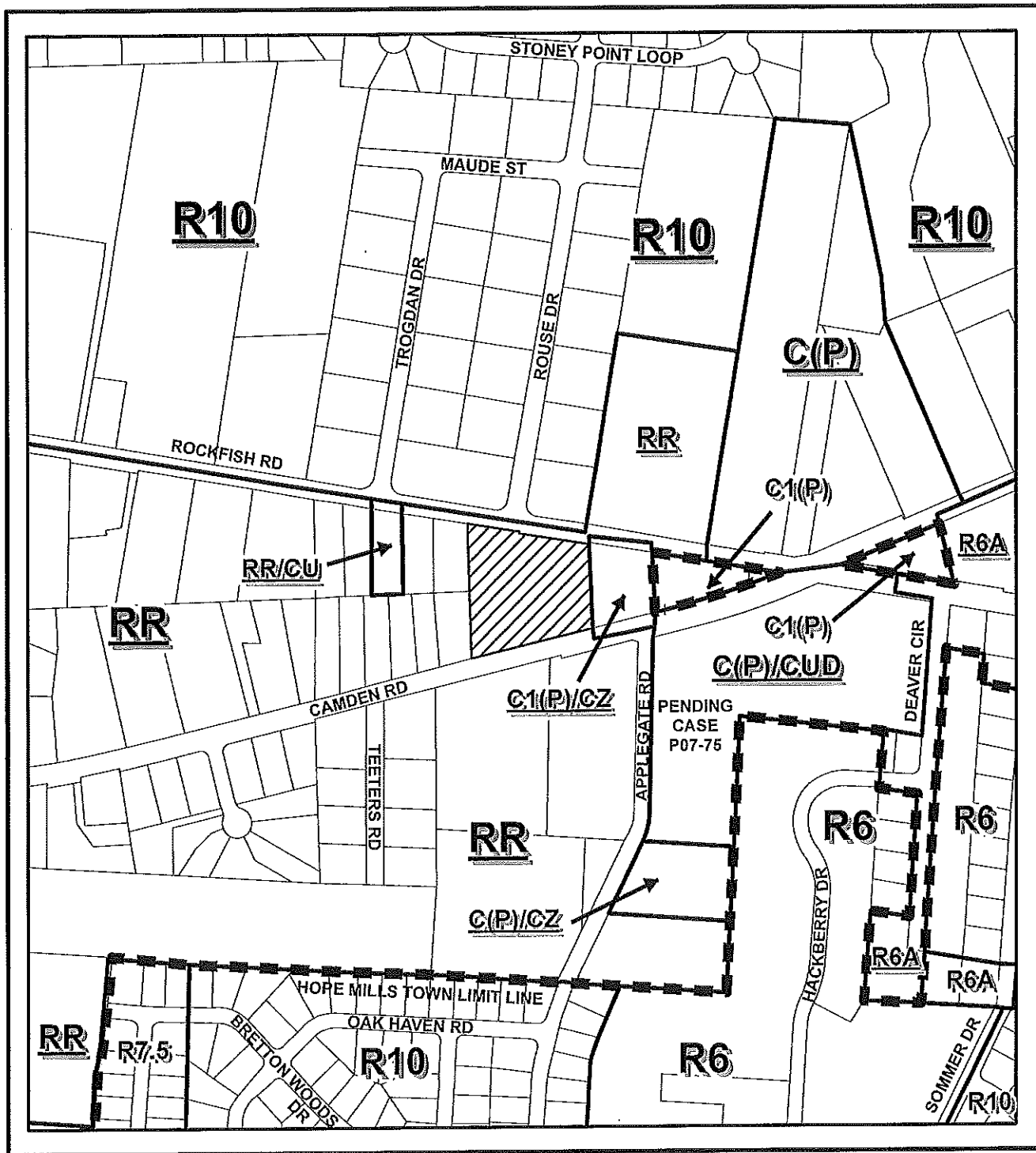
In Case P19-17, the Planning and Inspections Staff recommends approval of the rezoning from RR Rural Residential to C(P) Planned Commercial and find this recommendation to be consistent with the Southwest Cumberland Land Use Plan (2013) which calls for "heavy commercial" at this

location, C(P) Planned Commercial is classified as a "heavy commercial" zoning district and further find approval of the request is reasonable and in the public interest because the district requested is in harmony with surrounding zoning and existing land uses.

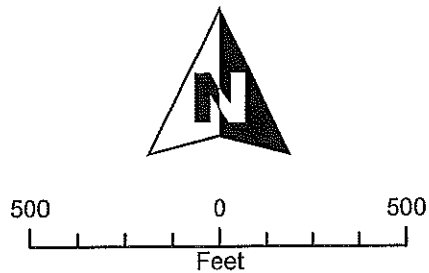
**In Case P19-17, Mrs. Epler made a motion, seconded by Mr. Manning to approve the rezoning from RR Rural Residential to C(P) Planned Commercial and find this recommendation to be consistent with the Southwest Cumberland Land Use Plan (2013) which calls for "heavy commercial" at this location, C(P) Planned Commercial is classified as a "heavy commercial" zoning district and further find approval of the request is reasonable and in the public interest because the district requested is in harmony with surrounding zoning and existing land uses. Unanimous approval.**

**First Class and Record Owners' Mailed Notice Certification**

*A certified copy of the tax record owner(s) of the subject and adjacent properties and their tax record mailing address is contained within the case file and is incorporated by reference as if delivered herewith.*



## REQUESTED REZONING RR TO C(P)



PIN: 0404-36-2611

ACREAGE: 3.33 AC. +/-		HEARING NO: P19-17	
ORDINANCE: COUNTY		HEARING DATE	ACTION
STAFF RECOMMENDATION			
PLANNING BOARD			
GOVERNING BOARD			

3/21/19  
MB



## PLANNING AND INSPECTIONS DEPARTMENT

### MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MAY 20, 2019

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: CUMBERLAND COUNTY JOINT PLANNING BOARD**

**DATE: 5/9/2019**

**SUBJECT: CASE P19-19**

#### **BACKGROUND**

**Case P19-19:** Rezoning of 4.63+/- acres from A1 Agricultural to R20 Residential or to a more restrictive zoning district, located at 3425 South River School Road; submitted by Pamela Williams (owner) & Scott Brown, PE on behalf of 4D Site Solutions, Inc (agent).

**The property owner is requesting deferral of Case P19-19 to the June 17, 2019 Board of Commissioners meeting. This deferral must be considered by the County Commissioners at their May 20, 2019 meeting.**

#### **RECOMMENDATION / PROPOSED ACTION**

**Board of Commissioner's Action:** The deferral approval is at the discretion of the Board of Commissioners. The Board can choose to approve the deferral or move forward with the Public Hearing.

**Planning Board Action:** Unanimously recommended denial of the rezoning from A1 Agricultural to R20 Residential at the April 16, 2019 meeting for the reasons stated in the recommendations of the Planning Staff and as fully reflected in the minutes of the Planning Board Meeting which are incorporated herein by reference.

**Staff Recommendation:** In Case P19-19, the Planning and Inspections Staff recommends denial of the rezoning from A1 Agricultural to R20 Residential; however, staff does recommend rezoning from A1 Agricultural to R40 Residential and find that this recommendation is consistent with the 2030 Growth Vision Plan (2009) which calls for "rural areas" at this location, R40 Residential allows for the low density and larger lots desired within the "rural area" designation and further find approval of this recommendation of R40 Residential is reasonable and in the public interest because the district is more in harmony with existing lot sizes, land uses and surrounding zoning.

Note: The requested R20 Residential district is also consistent with the 2030 Growth Vision Plan (2009)

designation of “rural areas”, however the R40 Residential district is more compatible with the lack of public sewer and existing lot sizes in the general area.

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

**MOTION:**

In Case P19-19, I move to deny the rezoning from A1 Agricultural to R20 Residential although the request is consistent with the 2030 Growth Vision Plan which calls for “rural areas” at this location; and further find that denial of the rezoning is reasonable and in the public interest because the request of R20 Residential is not consistent with existing lot sizes and surrounding zoning.

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

**MOTION:**

In Case P19-19, I move to approve the rezoning from A1 Agricultural to R20 Residential and find this request is consistent with the adopted 2030 Growth Vision Plan (2009) which calls for “rural areas” at this location; and further find that approval of the rezoning is reasonable and in the public interest because \_\_\_\_\_.

**ATTACHMENTS:**

Description

Action Memo

Type

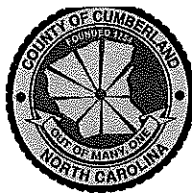
Backup Material

Charles Morris,  
Chair  
Town of Linden

Diane Wheatley,  
Vice-Chair  
Cumberland County

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

Vacant  
Wade, Falcon & Godwin



CUMBERLAND  
COUNTY  
NORTH CAROLINA

*Planning & Inspections Department*

Joel Strickland,  
Acting Director

Vacant,  
Deputy Director

Vikki Andrews,  
Carl Manning,  
Lori Epler,  
Cumberland County

Stan Crumpler,  
Town of Eastover

Patricia Hall,  
Town of Hope Mills

MAY 9, 2019

MEMO TO: Cumberland County Board of Commissioners

FROM: Cumberland County Joint Planning Board

SUBJECT: Case P19-19: Rezoning of 4.63+/- acres from A1 Agricultural to R20 Residential or to a more restrictive zoning district, located at 3425 South River School Road; submitted by Pamela Williams (owner) & Scott Brown, PE on behalf of 4D Site Solutions, Inc (agent).

ACTION: Unanimously recommended denial of the rezoning from A1 Agricultural to R20 Residential at the April 16, 2019 meeting for the reasons stated in the recommendations of the Planning Staff and as fully reflected in the minutes of the Planning Board Meeting which are incorporated herein by reference.

PROPERTY INFORMATION: **Frontage & Location:** 831'+/- on SR 1825 (S River School Rd); **Depth:** 514'+/-; **Adjacent Property:** Yes; **Current Use:** Farmland; **Initial Zoning:** A1 – August 23, 1994 (Area 19); **Nonconformities:** None; **Zoning Violation(s):** None; **School Capacity/Enrolled:** District 7 Elementary: 260/252; Mac Williams 1270/1153; Cape Fear High: 1425/1436; **Special Flood Hazard Area (SFHA):** None; **Water/Sewer Availability:** ESD/Septic; **Soil Limitations:** Yes; Hydric: Wo (Woodington loamy sand); **Subdivision/Site Plan:** If approved, group development or subdivision review required; **Average Daily Traffic County (2016):** 360 on SR 1825 (S River School Rd); **Highway Plan:** South River School Road is identified as a local road in the 2040 Metropolitan Transportation Plan with no constructions/improvements planned; no impact on the Transportation Improvement Plan; **Notes:** **Density:** A1- 2 lots/units, R20- 10 lots/units; **Minimum Yard Setbacks:** **A1:** Front yard: 50', Side yard: 20', Rear yard: 50'; **R20:** Front yard: 30', Side yard: 15', Rear yard: 35'; **R40:** Front yard: 30', Side yard: 15', Rear yard: 35'; **Surrounding Land Use:** Residential (including manufactured home), public utility substation, farmland; **Comprehensive Plans:** **2030 Growth Vision Plan:** Rural Areas.

MINUTES OF APRIL 16, 2019

Mr. Byrne presented the case information and photos.

In Case P19-19, the Planning and Inspections Staff recommends denial of the rezoning from A1 Agricultural to R20 Residential; however, staff does recommend rezoning from A1 Agricultural to R40 Residential and find that this recommendation is consistent with the 2030 Growth Vision Plan (2009) which calls for "rural areas" at this location, R40 Residential allows for the low density and larger lots desired within the "rural area" designation and further find approval of this recommendation of R40 Residential is reasonable and in the public interest because the district is more in harmony with existing lot sizes, land uses and surrounding zoning.

Note: The requested R20 Residential district is also consistent with the 2030 Growth Vision Plan (2009) designation of "rural areas", however the R40 Residential district is more compatible with the lack of public sewer and existing lot sizes in the general area.

There were people present to speak in favor and in opposition.

Ben Stout spoke in favor. Mr. Stout stated that he realized some of the concerns were regarding the soils, he said he had a soil evaluation done and presented the Board with the results of the soil evaluation (exhibit A). Mr. Stout suggested that the Board look through the evaluation that was done. Mr. Stout said that the project would consist of nice homes with large lots, it is on County water and he spoke to the Eastover Sanitary District (ESD) about any concerns they might have and they are excited about development in that area. They are adding another tank to the area in anticipation of the growth they are expecting. The report shows that the soils are all class A soil.

Scott Brown spoke in favor. Mr. Brown stated that there is R20 in the general area and was aware of the recommendation for denial and staff's recommendation for R40. Public water is available. Not asking for anything out of the ordinary.

Mr. Crumpler asked Mr. Brown if there were going to be ditches.

Mr. Brown said there will be curb and gutter.

Mr. Crumpler asked where the water was going from the road.

Mr. Brown said they haven't designed it yet, but it would naturally drain to the rear.

Chair Morris reminded the Board that this case was a straight rezoning, it is not about what their plans are.

Mark Williams spoke in opposition. Mr. Williams stated that his property was south of the subject property. The property was previously owned by the Williams family. Mr. Williams said that there is not a Williams today that wants the subject property developed. The people that bought property on A1 land because they wanted to live a rural life are going to be cheated for tax dollars.

Danielle Lipford spoke in opposition. Ms. Lipford stated that she owns the turkey farm and said as livestock owners she and her family oppose the rezoning from anything other than A1 zoning.

Jodie Brown spoke in opposition. Ms. Brown stated that she and her husband purchased their home after a five-month search which is across from the subject property. Their search was not about a house it was about a quality of life and the shared values of the agricultural community.

Keith Jackson spoke in opposition. Mr. Jackson stated that he lived two parcels down from the subject property. Mr. Jackson said that for well over one hundred years families have farmed the land, lived on the land, and passed it down for generations. This area is one of the most rural areas of the County. The requested rezoning shows no concern for adjacent property owners.

Ben Stout spoke in rebuttal. Mr. Stout said that he understands the concerns, sounds like there is a lot of family history and he respects that. Ms. Williams was upset with the friction that this has caused. Mr. Stout said they want to do a nice development and want to do the right thing.

Public hearing closed.

Mr. Crumpler made a motion to approve R40 but Mr. Crumpler then withdrew the motion because there was more discussion.

Mrs. Epler said that Eastover water is there, we know how those small municipalities utilities work,



if they don't get the density it won't support the system. That area is growing, more and more people don't want to be in a municipality, and they would rather be out in the County. This area has great school districts, it is a desired area. The property owner, regardless of their motives, deserves a return on their investment. Just like anyone else does. But also feels for the opponents who live in the area it's a hard decision.

Mr. Crumpler said that R40 would be the best that he would be willing to see, he doesn't think that the people who are going to buy have ever been around a turkey or chicken farm, or pesticides.

Mr. Manning said that if we rezone to R20 or R40, the applicant has said that is not cost effective for them, if we leave it like it is it's likely to come back at another R40.

Chair Morris said it wouldn't be back for a year.

Mr. Manning said this was a really tough decision.

Ms. Hall asked what the closest municipality to the area.

Chair Morris said Wade.

Mrs. Epler asked Mr. Stout if he could not live with R40.

Mr. Stout said they would be open to whatever suggestions were made as long as it's in line with the Land Use Plan.

Mrs. Epler directed a question to Mr. Hasty, Mrs. Epler believes the property is still owned by Mrs. Williams, if the property was rezoned is the application in such an order that rezoning to R40 will be legal.

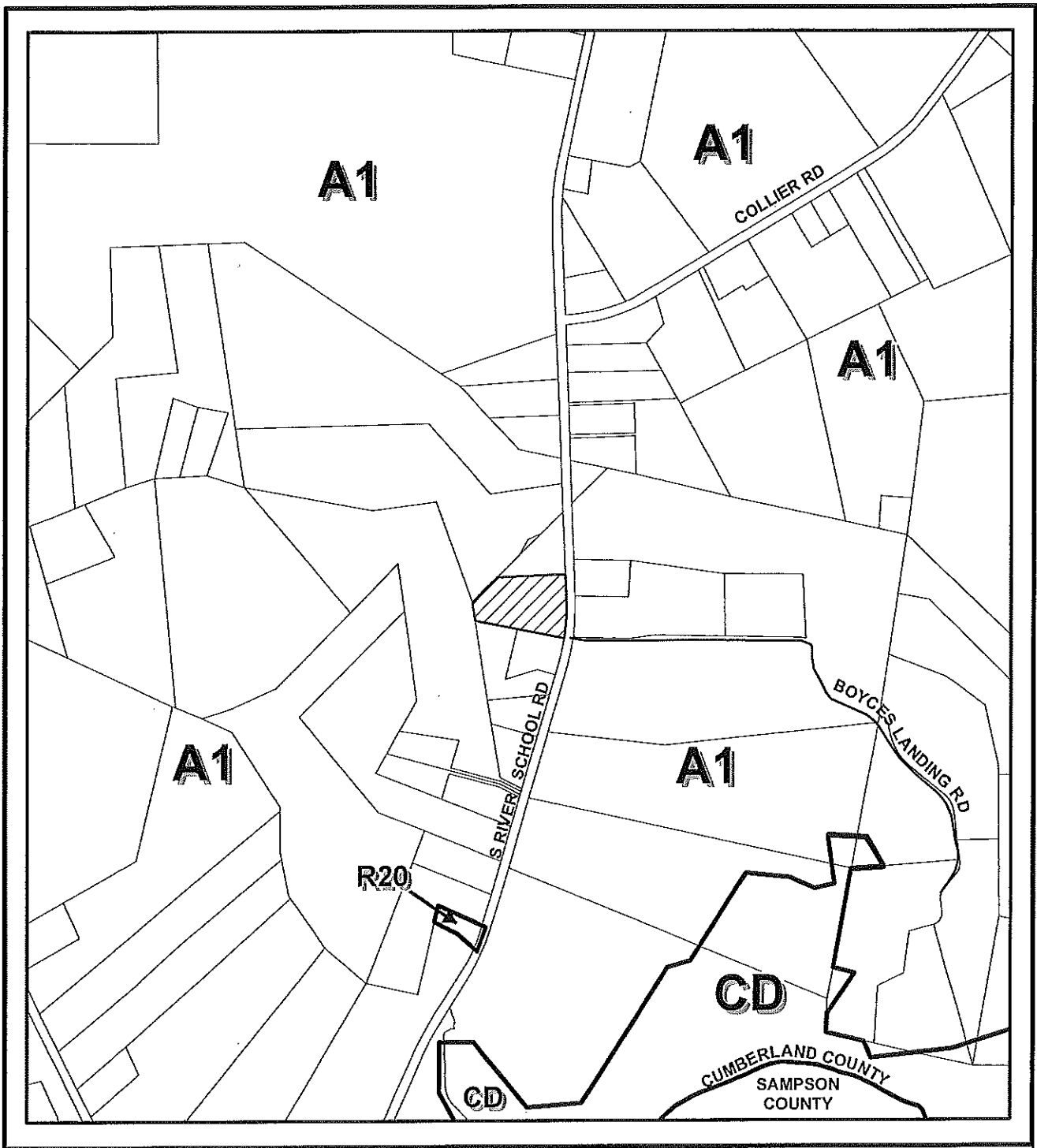
Mr. Hasty said he could research that, but it could be pulled before going to the Board of Commissioners.

Mrs. Epler made a motion to follow staff recommendation and recommend R40 rezoning. The motion did not pass for lack of a second.

**In Case P19-19, Chair Morris made a motion to deny the rezoning from A1 Agricultural to R20 Residential; seconded by Mrs. McLaughlin. Although the request is consistent with the 2030 Growth Vision Plan which calls for "Rural areas" at this location; and further find that denial of the rezoning is reasonable and in the public interest because the request of R20 Residential is not consistent with existing lot sizes and surrounding zoning. Unanimous approval.**

**First Class and Record Owners' Mailed Notice Certification**

*A certified copy of the tax record owner(s) of the subject and adjacent properties and their tax record mailing address is contained within the case file and is incorporated by reference as if delivered herewith.*



1,000 0 1,000  
Feet

PORT. OF PIN: 0499-72-6275

## REQUESTED REZONING A1 TO R20

ACREAGE: 4.63 AC. +/-		HEARING NO: P19-19	
ORDINANCE: COUNTY		HEARING DATE	ACTION
STAFF RECOMMENDATION			
PLANNING BOARD			
GOVERNING BOARD			

# Southeastern Soil & Environmental Associates, Inc.

P.O. Box 9321  
Fayetteville, NC 28311  
Phone/Fax (910) 822-4540  
Email mike@southeasternsoil.com

March 21, 2019

Mr. Ben Stout  
PO Box 53798  
Fayetteville, NC 28305

Re: Preliminary soil evaluation for subsurface waste disposal, portion of PIN 0499-72-6275, Williams property, South River School Road, Cumberland County, North Carolina

Dear Mr. Stout,

A preliminary soils investigation has been completed for a portion of the above referenced tract at your request. The property is located on South River School Road as illustrated on the accompanying map. The purpose of the investigation was to determine the extent of soil areas that may have the ability to support subsurface waste disposal systems for a proposed residential subdivision. All ratings and determinations were made in accordance with "Laws and Rules for Sanitary Sewage Collection, Treatment, and Disposal, 15A NCAC 18A .1900".

Southeastern Soil and Environmental Associates, Inc. (SSEA) performed these soil evaluations in March 2019. SSEA traversed the property and observed landforms (slope, drainage patterns, etc.) as well as soil conditions through the use of hand auger borings and/or soil probes. From these observations and aerial photography (accuracy may vary; **not based on a current survey**) the boundaries between usable and unusable soils has been **estimated** on the accompanying maps (scale as shown).

One distinct soil pattern was observed in the field evaluations. It is described as follows:

Area "A": This area is dominated by soils that are suitable or provisionally suitable for subsurface waste disposal systems (**with the exception of minor drainageways that are too small to delineate at this scale**). Typically, these soils exhibited 20 or more inches of loamy sand underlain by sandy loams and/or coarse sands to depths of 40 or more inches.

Soil wetness, depth, and mineralogy were typically suitable to depths of at least 30 inches below the soil surface. A 3-bedroom home would require approximately 5,000 sq. ft. of this soil area for drainfields and repair areas (exclusive of setbacks from lot lines, houses, drainage features, etc.). A 4-bedroom home would require approximately 7,000 sq. ft. of this soil area. (Note: These square footage recommendations assume appropriate topography for a practical septic system layout on topographical contour. Space requirements could increase with difficult topography, irregular lot lines, etc.) Septic system types in these soil areas could include conventional, innovative, pump to conventional, PPBPS, etc.

**Note: Any site grading or soil removal in these suitable or provisionally suitable areas may alter the findings of this report and render sites unusable. Areas for septic disposal must remain undisturbed (no mechanical clearing, stripping, excavation or heavy traffic).**

Because individual lots were not surveyed at the time of evaluation, this report does not address lot(s). This report is to be used as a guide for likely subdivision/lot design based on useable soils.

**Additional soil borings/testing will be required at the time that proposed individual lots are staked on the ground to determine whether each lot contains adequate soils that have the ability to assimilate waste under current rules and the type system required. Based on these individual lot evaluations, additional requirements for lot density, lot size and/or configuration would be made to meet current regulatory criteria.**

**It is imperative that these individual lot evaluations be completed so that necessary changes can be made to lot lines (if necessary) before map recordation.**

This report, of course, does not guarantee, constitute or imply any approval, or issuance of permit, as needed by the client from the local health department. Such approval is dependent on individual lot evaluations made after individual lots are staked in the field by the local health department. This report only represents my opinion as a licensed soil scientist. Because of the extreme variability of these soils, SSEA does not guarantee that permitting agencies will agree with these findings (nor permit the intended use).



PRELIMINARY PLAT

PROJECT NAME  
**WILLIAMS  
SUBDIVISION  
(ZERO LOT LINE)**

CONCEPTUAL



CLIENT  
STOUT Construction

PROJECT INFORMATION

DATE	NOV 14, 2017
PROJECT NO.	17-000
PROJECT NAME	WILLIAMS SUBDIVISION
PROJECT LOCATION	ST. LOUIS, MO

GRAPHIC SCALE

1" = 100'
1" = 200'
1" = 400'
1" = 800'
1" = 1600'

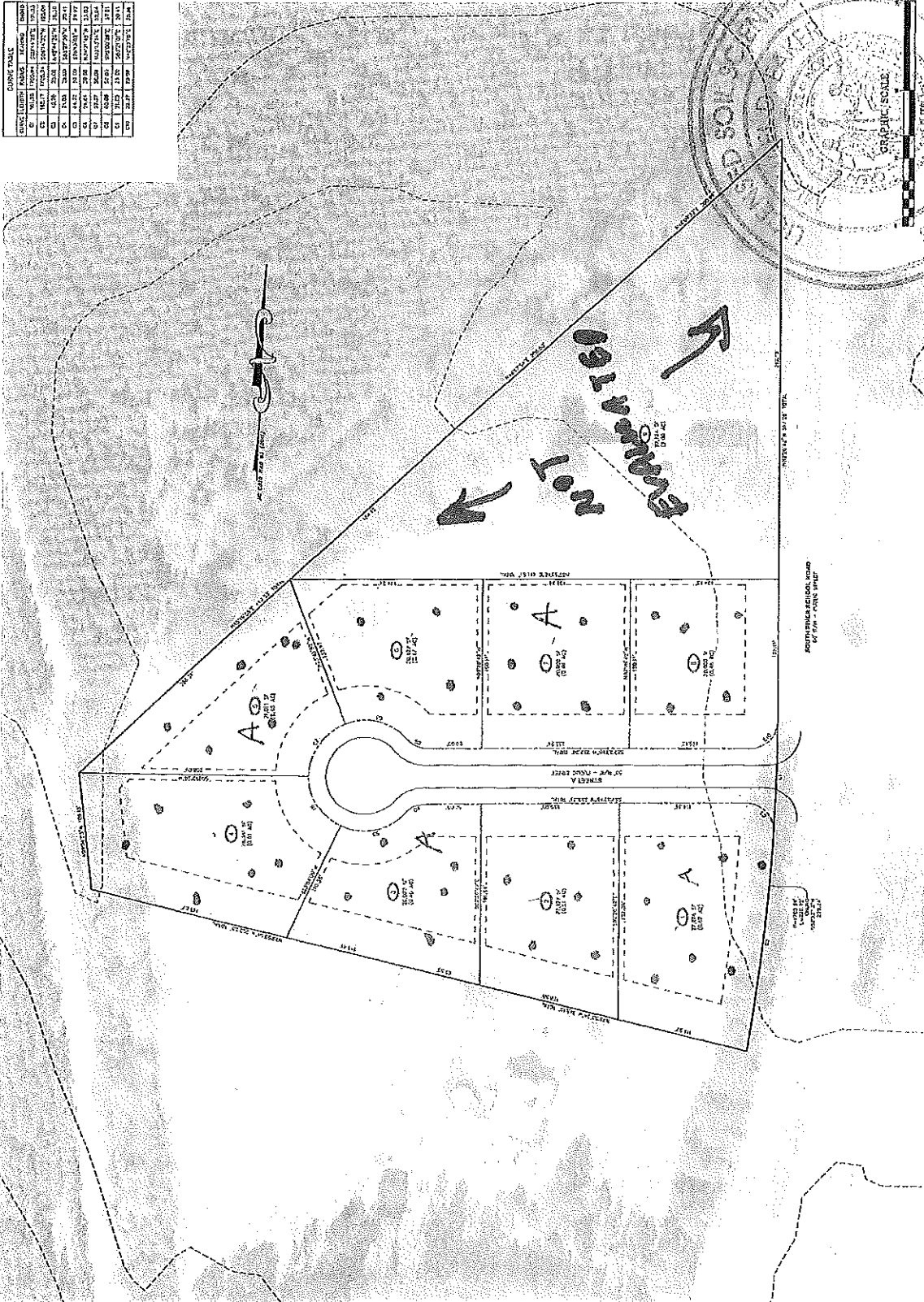
GRAPHIC SCALE

1" = 100'
1" = 200'
1" = 400'
1" = 800'
1" = 1600'

SHEET NUMBER  
**1**  
OF  
**1**

CURVE DATA

STATION	CHORD BEARS	CHORD	ARC
1	100.00	100.00	90.00
2	100.00	100.00	90.00
3	100.00	100.00	90.00
4	100.00	100.00	90.00
5	100.00	100.00	90.00
6	100.00	100.00	90.00
7	100.00	100.00	90.00
8	100.00	100.00	90.00
9	100.00	100.00	90.00
10	100.00	100.00	90.00
11	100.00	100.00	90.00
12	100.00	100.00	90.00
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94	100.00	100.00	90.00
95	100.00	100.00	90.00
96	100.00	100.00	90.00
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99	100.00	100.00	90.00
100	100.00	100.00	90.00



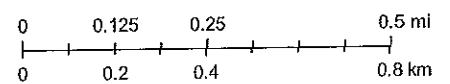
0.1' = SURFACE ON PAVEMENT SURFACE SOIL



4/16/2019, 2:58:44 PM

1:11,866

• Address	HydroPolygons
— Street_Centerlines	HydroPolygons
<b>Municipal Boundaries</b>	<b>Cumberland2017.sid</b>
Fayetteville	Red: Band_1
Hope Mills	Green: Band_2
Spring Lake	Blue: Band_3
Eastover	
Falcon	







## PLANNING AND INSPECTIONS DEPARTMENT

### MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MAY 20, 2019

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: CUMBERLAND COUNTY JOINT PLANNING BOARD**

**DATE: 5/9/2019**

**SUBJECT: CASE P18-35**

#### **BACKGROUND**

**\*DEFERRED FROM MARCH 18, 2019 BOC MEETING\***

**Case P18-35:** Rezoning of 21.56+/- acres from M(P) Planned Industrial to C(P) Planned Commercial or to a more restrictive zoning district; located on both sides of Lazy Acres Street, east of SR 2341 (Claude Lee Road); submitted by John Lee, Fred Lee, Jr. and James Lee (owners) & James C. Robinson (agent). (Applicant has modified request to RR Rural Residential/CZ Conditional Zoning for a recreational vehicle park and/or campground)

#### **RECOMMENDATION / PROPOSED ACTION**

**Planning Board Action:** Unanimously recommended denial of the rezoning request from M(P) Planned Industrial to RR Rural Residential/CZ Conditional Zoning for a recreational vehicle park and/or campground at the February 19, 2019 meeting for the reasons stated in the recommendations of the Planning Staff and as fully reflected in the minutes of the Planning Board Meeting which are incorporated herein by reference.

**Staff Recommendation:** In Case P18-35, the Planning and Inspections Staff recommends denial of the rezoning from M(P) Planned Industrial to RR Rural Residential/CZ Conditional Zoning for a recreational vehicle park and/or campground and find it is not consistent with the adopted South Central Land Use Plan (2015) which calls for "Airport Oriented Uses" at this location, the "Airport Oriented Uses" designation defines critical areas around the airport based on safety and the protection of citizens; and further find that denial of the request is reasonable and in the public interest because the level of density shown on the site plan is likely to create a situation that would not be compatible with airport operations at the southern end of the runway and the property lacks access to an approved street.

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

**MOTION:**

In Case P18-35, I move to deny the rezoning from M(P) Planned Industrial to RR Rural Residential/CZ Conditional Zoning for a recreational vehicle park and/or campground and find it is not consistent with the adopted South Central Land Use Plan (2015) which calls for “Airport Oriented Uses” at this location, the “Airport Oriented Uses” designation defines critical areas around the airport based on safety and the protection of citizens; and further find that denial of the request is reasonable and in the public interest because the level of density shown on the site plan is likely to create a situation that would not be compatible with airport operations at the southern end of the runway and the property lacks access to an approved street.

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

In Case P18-35, I move to approve the rezoning from M(P) Planned Industrial to RR Rural Residential / CZ Conditional Zoning for a recreational vehicle park and / or campground subject to the conditions within our packet and find:

- a. The approval is an amendment to the adopted South Central Land Use Plan (2015) map; and that the Board of Commissioners should not require any additional request or application for amendment to said map for this request;
- b. The following change in conditions was considered in amending the zoning ordinance (zoning map) to meet the development needs of the community: \_\_\_\_\_;
- c. And, this rezoning approval is reasonable and in the public interest because \_\_\_\_\_.

**ATTACHMENTS:**

Description

Action Memo

Type

Backup Material

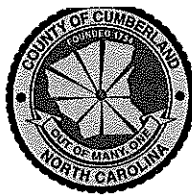


Charles Morris,  
Chair  
Town of Linden

Diane Wheatley,  
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Cumberland County

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

Vacant  
Wade, Falcon & Godwin



CUMBERLAND  
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*Planning & Inspections Department*

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Lori Epler,  
Cumberland County

Stan Crumpler,  
Town of Eastover

Patricia Hall,  
Town of Hope Mills

MAY 9, 2019

**\*DEFERRED FROM MARCH 18, 2019 BOC MEETING\***

MEMO TO: Cumberland County Board of Commissioners

FROM: Cumberland County Joint Planning Board

SUBJECT: **Case P18-35:** Rezoning of 21.56+/- acres from M(P) Planned Industrial to C(P) Planned Commercial or to a more restrictive zoning district; located on both sides of Lazy Acres Street, east of SR 2341 (Claude Lee Road); submitted by John Lee, Fred Lee, Jr. and James Lee (owners) & James C. Robinson (agent). **(Applicant has modified request to RR Rural Residential/CZ Conditional Zoning for a recreational vehicle park and/or campground)**

ACTION: Unanimously recommended denial of the rezoning request from M(P) Planned Industrial to RR Rural Residential/CZ Conditional Zoning for a recreational vehicle park and/or campground at the February 19, 2019 meeting for the reasons stated in the recommendations of the Planning Staff and as fully reflected in the minutes of the Planning Board Meeting which are incorporated herein by reference.

PROPERTY INFORMATION: **Frontage & Location:** 140'+/- on SR 2010 (John B Carter Road); **Depth:** 281'+/-; **Adjacent Property:** No; **Current Use:** Single family dwelling; **Initial Zoning:** A1 – September 14, 1979 (Area 9); **Municipal Influence Area:** Fayetteville; **Nonconformities:** Property does not meet minimum size requirements for the A1 district (parcel created prior to zoning). Existing dwelling does not meet front yard or side yard setbacks to the southern property line for the A1 district; **Zoning Violation(s):** None; **School Capacity/Enrolled:** Sunnyside Elementary: 300/351; Mac Williams Middle: 1270/1164; Cape Fear High: 1425/1450; **Special Flood Hazard Area (SFHA):** None; **Water/Sewer Availability:** PWC/Septic; **Soil Limitations:** None; **Subdivision/Site Plan:** If approved, group development review required; **Average Daily Traffic County (2016):** 1,100 on SR 2010 (John B Carter Road); **Highway Plan:** John B Carter Road is identified as an existing thoroughfare in the 2040 Metropolitan Transportation Plan with no construction/ improvements planned; no impact on the Transportation Improvement Plan; **Notes:** **Density:** A1- 1 lot/unit, R6A- 3 lots/4 units; **Minimum Yard Setbacks: A1:** Front yard: 50', Side yard: 20', Rear yard: 50'; **R6A:** Front yard: 25', Side yard: 10', Rear yard: 15'; **Surrounding Land Use:** Residential (including manufactured homes & manufactured home park), religious worship facility (2); **Comprehensive Plans:** **2030 Growth Vision Plan:** Urban Fringe; **Vander Land Use Plan (2017):** Suburban Density Residential.

MINUTES OF FEBRUARY 19, 2019

Mr. Byrne presented the case information and photos.

In Case P18-35, the Planning and Inspections Staff recommends denial of the rezoning from M(P) Planned Industrial to RR Rural Residential/CZ Conditional Zoning for a recreational vehicle park and/or campground and find it is not consistent with the adopted South Central Land Use Plan (2015) which calls for "Airport Oriented Uses" at this location, the "Airport Oriented Uses" designation defines critical areas around the airport based on safety and the protection of citizens; and further find that denial of the request is reasonable and in the public interest because the level of density shown on the site plan is likely to create a situation that would not be compatible with airport operations at the southern end of the runway and the property lacks access to an approved street.

There were people present to speak in favor and opposition.

Public hearing opened.

James Robinson spoke in favor. Mr. Robinson stated that he made the suggested changes that Mr. Whited from the airport wanted, he had asked that the sites be moved and reduce the density. He gave me a small copy of the map with a line on it and said if the recreational vehicles are moved below the line, he would withdraw his objection to the request. There is access to a street, and he has the court documents to prove it. He stated that he tried to do everything that was asked of him and was told if he made the changes everything would be okay.

Dr. Andrews asked Mr. Robinson where the access was.

Mr. Robinson stated that Lazy Acres Street is the access street.

Mrs. Epler asked if Lazy Acres Street was a private or public street.

Mr. Robinson said it was a neighborhood public access road and recorded in Cumberland County as such.

Mrs. Epler asked if it was maintained by the Department of Transportation.

Mr. Robinson said it was maintained by Lazy Acres Campground.

Mrs. Epler asked if Mr. Robinson owned the property between Lazy Acres Street and Claude Lee Road and if there was a maintenance agreement recorded on the street

Mr. Robinson said he didn't own all of it and wasn't aware of a maintenance agreement.

Mr. Robert Clark spoke in favor. Mr. Clark stated that he used to own the property and was awarded a sixty foot right of way which the court designated as a neighborhood public road. By law the individual property owner is responsible for maintaining the road and keep it in a safe manner.

Mr. Bradley Whited spoke in opposition. Mr. Whited stated that he was present representing the airport as the Director. Mr. Whited said that he wanted to clarify a few things, he said he never gave Mr. Robinson his agreement that he would withdraw his opposition because the sheer volume of residential park sites is contrary to the airport clear zone. He has worked very hard with Mr. Robinson to show him how to stay as far away from the clear zone as he possibly could and doesn't think that he has a clear idea of what the runway and what the approach surface does. It's a trapezoidal and fans out as it gets further away. The site that he has laid out was reduced in half, however, when he presented his second layout the configuration was all on the north side which penetrates the clear zone. He tried to share with Mr. Robinson where he drew a line and said if he put the park in this location it would put you further away from the clear zone. But he decided to submit his plans as he did earlier and along with staff Mr. WHITED continues to object the expansion and request denial.

Ms. Hall asked if it was received before the staff meeting why not defer the case for another month so that it could be considered.

Mr. Byrne stated that the applicant was advised about the other option and he was asked if he would be willing to revise his plan to be more like the airport manager had it and he responded with he had already spent enough money and wanted to go the way he presented it. He was opposed to do another revised change.

Ms. Hall asked if the applicant was aware of the fact that staff was recommending denial.

Mr. Byrne said at that time no because we hadn't had our staff meeting yet. But he was given the opportunity to revise his plan to more like the airports and he did not want to, he wanted to go with the plan he had.

Ms. Hall asked Mr. Robinson if he was interested in an alternative plan.

Mr. Robinson said that he was and said he had never seen the other plan but would gladly modify his plan. Mr. Robinson said he was asked to reduce density and he did.

Ms. Hall said that the airport manager said that he had sent the plan to you.

Mr. Robinson said he had never seen it before.

Mr. Byrne said that the airport manager sent an email that said the design was not what was discussed with the applicant.

Mrs. Epler said to Mr. Robinson that it appears that he submitted a site plan, he revised that site plan when the case was deferred. The site plan that he brought in is not something that the airport can support they sent a different drawing to the Planning staff, staff contacted you and you were not willing to change your site plan at that time. Now that you have seen the site plan that the airport has, are you willing to let us defer this for another month and come back with a site that the airport says they may consider.

Mr. Robinson said he would be willing to do that.

Mrs. Epler said that this is something that they still may not approve of it at that time because this use is still something that in this area the Land Use Plan doesn't support.

Mrs. Wheatley said that she had a feeling that the airport would not approve of this.

Mrs. Epler recommended that Mr. Robinson get with the airport manager before he pays his engineer and be very clear on what he plans can do and what the airport manager can support.

Ms. Hall asked staff, if the necessary changes were made, would the recommendation for denial be the same.

Mr. Byrne said it probably will because it goes against the Land Use Plan.

**In Case P18-35, Mr. Manning made a motion, seconded by Mrs. McLaughlin to follow the staff recommendation and deny the rezoning request from M(P) Planned Industrial to RR Rural Residential/CZ Conditional Zoning for a recreational vehicle park and/or campground and find it is not consistent with the adopted South Central Land Use Plan (2015) which calls for "Airport Oriented Uses" at this location, the "Airport Oriented Uses" designation defines critical areas around the airport based on safety and the protection of citizens; and further find that denial of the request is reasonable and in the public interest because the level of density shown on the site plan is likely to create a situation that**

**would not be compatible with airport operations at the southern end of the runway and the property lacks access to an approved street. Unanimous approval.**

MINUTES OF DECEMBER 18, 2018

Ms. Speicher presented the case information and photos.

In Case P18-35, the Planning and Inspections Staff recommends denial of the rezoning from M(P) Planned Industrial to RR Rural Residential/CZ Conditional Zoning for a recreational vehicle park and/or campground and find it is not consistent with the adopted South Central Land Use Plan (2015) which calls for "Airport Oriented Uses" at this location, the "Airport Oriented Uses" designation defines critical areas around the airport based on safety and the protection of citizens; and further find that denial of the request is reasonable and in the public interest because the level of density shown on the site plan is likely to create a situation that would not be compatible with airport operations at the southern end of the runway and the property lacks access to an approved street.

There were people present to speak in favor and opposition.

Mr. James Robinson spoke in favor. Mr. Robinson stated that he had a fifty site RV park, there are no permanent campers and no permanent rv's his business was mostly related to Ft. Bragg with people visiting people who stay on base. He needs to add about twenty sites and agrees to all of the conditions.

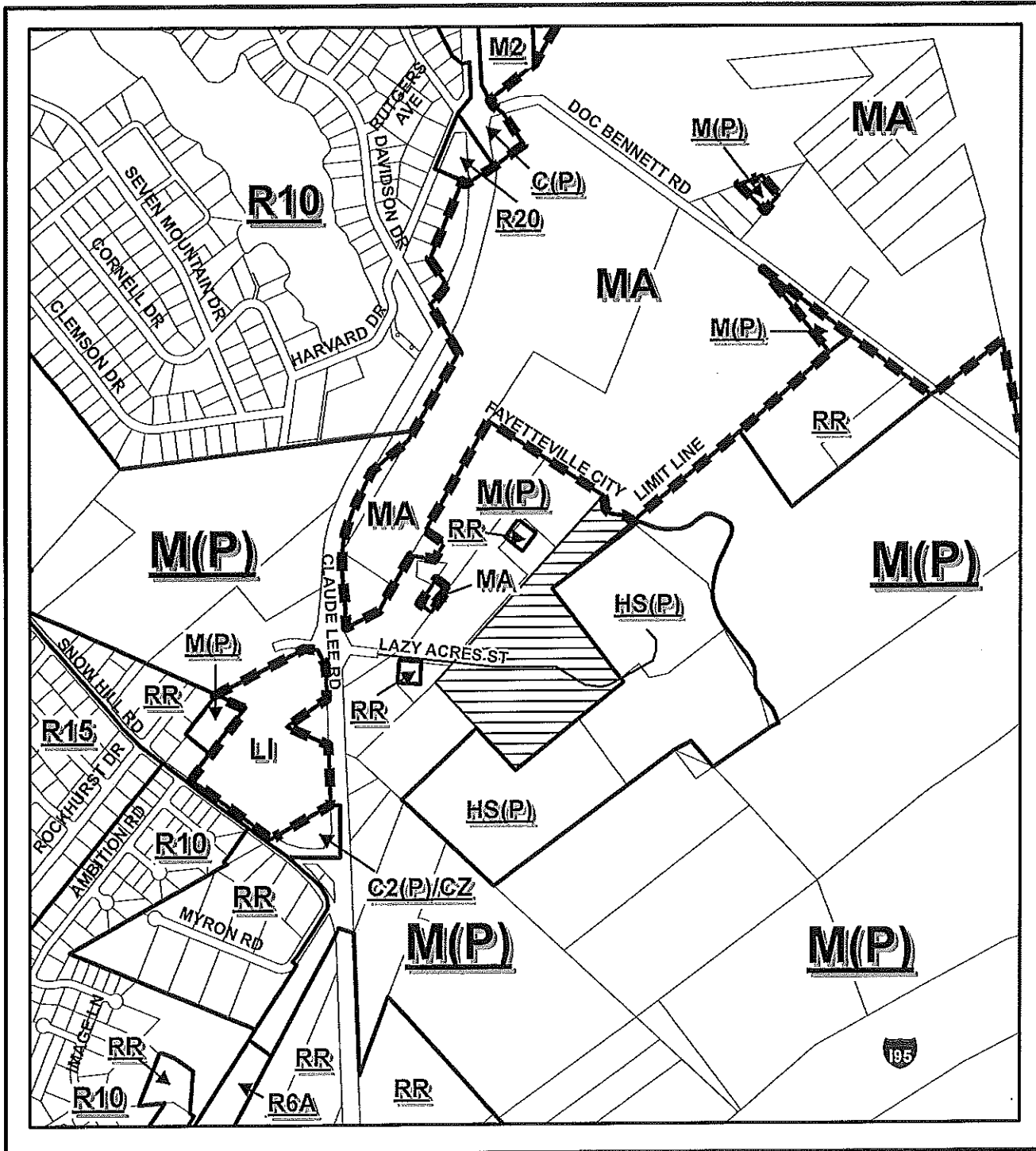
Bradley Whitted, representing the Fayetteville Airport spoke in opposition. Mr. Whitted stated that they worked very hard with Planning to develop an airport overlay district and also participated in the Southcentral Study Plan and worked hard on compatibility between the airport and its neighbors. This request is about density, height restrictions, storm water, exterior lighting standards that could shine up into the aircraft and hopes that these factors will be considered.

Public hearing closed.

**In Case P18-35 Ms. Hall made a motion, seconded by Mrs. McLaughlin to defer this case until February 19, 2019 to give the applicant time to work with staff. Unanimous approval.**

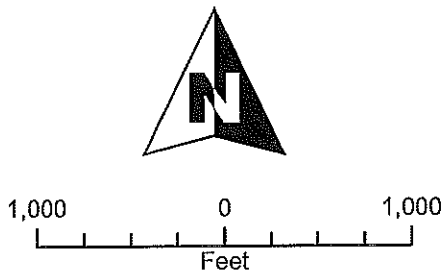
**First Class and Record Owners' Mailed Notice Certification**

*A certified copy of the tax record owner(s) of the subject and adjacent properties and their tax record mailing address is contained within the case file and is incorporated by reference as if delivered herewith.*



## REQUESTED REZONING M(P) TO RR/CZ

ACREAGE: 21.56 AC. +/-	HEARING NO: P18-35	
ORDINANCE: COUNTY	HEARING DATE	ACTION
STAFF RECOMMENDATION		
PLANNING BOARD		
GOVERNING BOARD		





## **COMMUNITY DEVELOPMENT**

### **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MAY 20, 2019**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: DEE TAYLOR, DIRECTOR**

**DATE: 5/9/2019**

**SUBJECT: PUBLIC HEARING - 2019 DRAFT COMMUNITY DEVELOPMENT ANNUAL ACTION PLAN**

#### **BACKGROUND**

The Community Development Annual Action Plan covers the period from July 1, 2019 through June 30, 2020. The draft 2019 Annual Action Plan was available for a 30-day citizen's review and comment period throughout Cumberland County from April 18, 2019 to May 17, 2019. In the past, the County's Annual Action Plan had to be submitted to the U.S. Department of Housing and Urban Development (HUD) by May 15<sup>th</sup>. However, the Congressional appropriation process for HUD's 2019 appropriations has been delayed. HUD had recommended that Grantees do not submit their Annual Action Plans until the 2019 allocations have been announced.

As part of following the citizen participation process, a public hearing must be held to obtain citizens' comments. All comments received regarding the plan will be addressed by Community Development within 15 days of receipt and will be included in the final 2019 Annual Action Plan that will be submitted to HUD. After the public review period and all comments are incorporated in the document, a final 2019 Annual Action Plan (with the updated allocations) will be submitted to the Board of Commissioners for approval to submit to HUD by the extended deadline.

#### **RECOMMENDATION / PROPOSED ACTION**

Community Development requests that the Board of County Commissioners hold a public hearing on the draft 2019 Annual Action Plan to offer input and comments, as well as to receive comments from the public. No other action is necessary.

#### **ATTACHMENTS:**

Description

Type





# **2019 ANNUAL ACTION PLAN**

July 1, 2019 – June 30, 2020

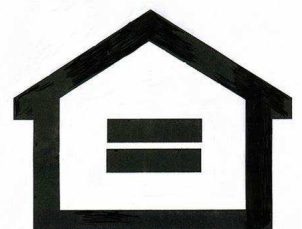
**DRAFT**

## **CUMBERLAND COUNTY COMMUNITY DEVELOPMENT**

Public Review Period: April 18, 2019 – May 17, 2019

Public Hearing: May 20, 2019 @ 6:45 p.m.

Cumberland County Courthouse, 117 Dick Street, Fayetteville





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## EXECUTIVE SUMMARY

### AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

#### 1. Introduction

The U.S. Department of Housing and Urban Development (HUD) allocates the Community Development Block Grant (CDBG) and HOME Investment Partnership Program (HOME) entitlement funds to Cumberland County annually. As part of meeting HUD's requirement, Cumberland County had completed a Consolidated Plan (a 5-year Strategic Plan) for the 2015-2019 program years that identifies the goals and objectives to carrying out activities related to affordable housing, homelessness, and non-housing Community Development activities. Cumberland County is required to prepare and submit a one-year community development action plan that provides a narrative description of the projects and activities that are expected to be implemented and funded with the entitlement funds and other funding sources that are received from HUD and other resources for the 2019 Program Year. The 2019 Annual Action Plan will be the fifth year of achieving goals outlined in the Consolidated Plan for the program years 2015-2019. As an urban county entitlement, Cumberland County receives an annual allocation of Community Development Block Grant (CDBG) and Home Investment Partnership Program (HOME) funding from HUD. The geographic service areas include all of the unincorporated areas and the eight municipalities participating in the County's program.

These funds, along with other funding sources, will be used to meet the needs of our community by:

1. Increasing affordable housing;
2. Providing essential services and housing for the homeless;
3. Improving access to public services; and
4. Improving public facilities / infrastructure.

*The Congressional Budget for the Fiscal Year 2019-2020 is facing delays in providing the annual funding allocations. Therefore, the budget identified in this Action Plan are projections. In order to maintain compliance with the required public participation, the County is using the projections to draft the plan and obtain public comment and local government approval. Once HUD announces the allocations, then the draft / final Annual Action Plan will be updated to reflect the new funding allocations. The final plan will then be submitted within HUD's extended submittal deadlines.*

#### 2. Summarize the objectives and outcomes identified in the Plan

The goals and outcomes identified in this Action Plan correlates the Consolidated Plan's Strategic Plan which describes how federal funds and other resources will be utilized and what other actions will be taken to address community development, affordable housing, and homeless needs over the five-year period.

##### Affordable Housing

Cumberland County identified housing goals and objectives that include increasing the availability and accessibility of decent, safe and affordable housing to include acquisition, new construction, rehabilitation, clearance, demolition and rental assistance. Cumberland County amended its Consolidated Plan to expand its rehabilitation activities to include disaster recovery housing repairs to address the unmet need for housing repairs.

##### Homelessness

Cumberland County identified goals and objectives to benefit the homeless that include increasing the number of units of transitional, permanent supportive and affordable housing; explore and promote a facility to provide support services, referrals, and resources to homeless individuals; rental and utility assistance to help prevent homelessness and to reduce the homeless population and increase chances for sustained independence.

### Non-Housing Community Development

Cumberland County identified goals and objectives that will provide assistance to low-income persons with medical and/or healthcare services, increase community awareness of available transportation services and resources to address infrastructure concerns in the smaller towns and coordinate with other county departments and agencies to address water, sewer and drainage issues and promote economic development.

### **3. Evaluation of past performance**

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects. In the 2017 Program Year (July 1, 2017-June 30, 2018), Cumberland County met the following annual objectives:

- Cumberland County provided housing rehabilitation assistance to 27 homeowners. Additional funds were used to assist 3 homeowners through the North Carolina Housing Finance Agency's Essential Single-Family Rehabilitation Loan Pool-Disaster Recovery Program.
- HOME funds were used to construct four new single-family homes in the Balsawood Subdivision. The project was completed in 2018.
- Through partnerships with other providers, Cumberland County used Emergency Solutions Grant (ESG) funds to provide overnight shelter for 50 homeless persons; homeless prevention assistance to 82 persons; and 38 homeless persons (14 households) with rapid re-housing assistance. Cumberland County used a portion of CDBG funds to match ESG funds.
- Cumberland County expended Continuum of Care Program funds to provide transitional and permanent housing as well as supportive services to homeless individuals and families. CDBG funds in the form of match dollars provided additional support for services and operations.
- Cumberland County partnered with local nonprofit organizations to provide public services to 3,091 low to moderate income residents.
- CDBG funds were also used to renovate the interior of 6 housing units used to provide transitional housing for homeless families with children.

### **4. Summary of Citizen Participation Process and consultation process**

From January 3, 2019 through February 19, 2019, citizen's input was solicited and presentations made at public meetings held by the towns within Cumberland County's jurisdiction. Notices of the public meetings were published in the local newspaper. Residents were also notified of meetings through public service announcements and other media outlets. The Public Review period for the 2019 Annual Action Plan consists of a 30-day period which will begin April 18, 2019 and will end May 17, 2019. An updated copy of the 2019 Annual Action Plan will be posted on the Cumberland County website. A public hearing to be held before the Board of County Commissioners is planned for May 20, 2019, in the County Courthouse, located at 117 Dick Street.

### **5. Summary of public comments**

Summary of comments will be included in the attached citizen participation comments section.

### **6. Summary of comments or views not accepted and the reasons for not accepting them**

Public comments will be considered, and adjustments made to the plan, if necessary.

### **7. Summary**

Cumberland County will continue to strengthen its public-private partnerships and continue efforts to develop housing and services that meet the needs of the most vulnerable members of the community. Cumberland County will administer the programs effectively and efficiently to ensure the greatest impact is made in the community. The Cumberland County area

has a strong military presence and the fluidity of the military population and the housing market produces challenges to where affordable housing continues to be an issue.

Cumberland County was awarded Community Development Block Grant – Disaster Recovery funds from the North Carolina Department of Public Safety (in partnership with the North Carolina Department of Commerce) to administer programs and carry out activities to qualified beneficiaries. These activities include, but are not limited to:

- Single-family homeowner rehabilitation
- Single-family homeowner reconstruction
- Housing repair reimbursement
- Mobile home repair
- Small rental assistance
- Multi-family rental assistance
- Permanent supportive housing

The County will continue to take steps to be creative in providing decent, safe, affordable housing for families and individuals. Additionally, the County will continue to work to provide supportive services to the special populations that may find access to specialized care more difficult to obtain.

Both the City and County local governments partnered to address homelessness. Through an interlocal agreement, the local government will utilize data-driven analysis that will result in solutions to reduce homelessness in the community.

## **PR-05 Lead & Responsible Agencies – 91.200(b)**

### **1. Agency/entity responsible for preparing/administering the Consolidated Plan**

**Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for the administration of each grant program and funding source.**

<b>Agency Role</b>	<b>Name</b>	<b>Department/Agency</b>
CDBG Administrator	Cumberland County	Community Development
HOME Administrator	Cumberland County	Community Development

Table 1 – Responsible Agencies

### **Consolidated Plan / Annual Action Plan Public Contact Information**

Delores (Dee) Taylor, Director  
Cumberland County Community Development  
707 Executive Place  
Fayetteville, NC 28305  
dtaylor@co.cumberland.nc.us

## **AP-10 Consultation – 91.100, 91.200(b), 91.215(l)**

### **1. Introduction**

Cumberland County relies on collaboration and feedback from citizens, public and private entities to identify priority needs in our community. During the development of the 2015-2019 Consolidated Plan process, Cumberland County consulted with various entities to obtain input on community needs. The County works closely with public and assisted housing providers to identify funds and potential county-owned properties that can be donated to housing providers. Additionally, through periodic meetings with developers, affordable housing providers, and representatives from various public service agencies, the Community Development Department seeks to identify opportunities for collaboration. The County also works through its planning department on zoning, planning, and unified ordinance issues to facilitate the development of housing.

The County continues to be involved with the Fayetteville/Cumberland County Continuum of Care (CoC) on Homelessness. The County participates in the community-wide, coordinated intake/assessment referral process which is a centralized system used to coordinate services targeted for those who are homeless or at-risk of being homeless. This system brings together service providers in a cohesive and coordinated way to provide services. Furthermore, this coordinated approach will help maximize resources and prevent duplication of services.

#### **Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))**

Cumberland County continues to work closely with the public and assisted housing providers to identify funds and potential county-owned properties that can be donated to housing providers. In addition, the County has worked with numerous private and governmental health, mental health, and service agencies to find opportunities to coordinate the support of residents to low-income and affordable housing. Insights and feedback from health care and service provider partners are critical to maximizing the level of services available to our target families.

#### **Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.**

Cumberland County continues to collaborate with the Fayetteville/Cumberland Continuum of Care (CoC) on Homelessness to improve the community-wide coordinated assessment system. The CoC provides data regarding the number of and needs of homeless people, people at risk of homelessness, and people imminently homeless.

Allocations are based on the framework of needs, priorities, goals, and objectives developed through the CoC's needs assessment and the Five-Year Consolidated Planning cycle, as well as other grant guidelines. Currently, the top priorities include rapid re-housing, homeless prevention, emergency response, and HMIS. Through the CoC's Performance and Evaluation Committee, priorities will be evaluated at least annually. The Committee will evaluate outcomes to ensure the goals of the CoC are being met. The Homeless Management Information System (HMIS) is being used by providers on a statewide level. However, a local system administrator will provide training and technical assistance to users within the community in accordance with the policies and procedures developed by the HMIS Lead Agency.

#### **Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS**

Allocations are based on the framework of needs, priorities, goals, and objectives developed through the CoC's needs assessment and the Five-Year Consolidated Planning cycle, as well as other grant guidelines. The top priorities include rapid re-housing, homeless prevention, emergency response and HMIS. Through the CoC's Performance and Evaluation Committee, priorities will be evaluated at least annually. The Committee will evaluate outcomes to ensure the goals of the CoC are being met. The Local System Administrator provides training and technical assistance to users with the community in accordance with the policies and procedures developed by the HMIS Lead Agency.

**2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities**

1	<b>Agency/Group/Organization</b>	Towns of Eastover, Falcon, Godwin, Hope Mills, Linden, Spring Lake, Stedman, and Wade
	<b>Agency/Group/Organization Type</b>	Housing Services-homeless Other government - Local Neighborhood Organization
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Economic Development
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Include feedback and participation from citizens and local leaders through a series of public meetings aligned with Town Council meetings. Town leaders can gain a better understanding of the Community Development Department programs and disseminate that information to their constituents. Further, as sites of planned or potential affordable housing, infrastructure or development efforts, many of these towns are key partners in implementation of the elements of the Consolidated Plan and Action Plan.

**Table 2 – Agencies, groups, organizations who participated**

**Identify any Agency Types not consulted and provide rationale for not consulting**

**Other local/regional/state/federal planning efforts considered when preparing the Plan**

<b>Name of Plan</b>	<b>Lead Organization</b>	<b>How do the goals of your Strategic Plan overlap with the goals of each plan?</b>
Continuum of Care	Cumberland County CoC	The Consolidated Plan and Fayetteville/Cumberland CoC Action Plan seek to develop more housing options for homeless people and low-income people, as well as coordinated supportive services.

**Table 3 – Other local / regional / federal planning efforts**

**AP-12 Participation – 91.105, 91.200(c)**

**1. Summary of citizen participation process/Efforts made to broaden citizen participation - Summarize citizen participation process and how it impacted goal-setting**

Cumberland County engaged in a robust process of including citizen participation within the planning process. A series of public meetings were held in conjunction with town council meetings within the jurisdiction. Residents were notified of the meetings through public service announcements and media notices. The County provided the public the opportunity to review and comment on the proposed action plan through its display at 10 public locations, including government offices and public libraries. No comments were received.

## Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Newspaper Ad	Minorities Non-targeted/broad community				
2	Public Service Announcement	Minorities Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing				
3	Public Meeting	Non-targeted/broad community	Town of Stedman, 5110 Front St, Stedman, NC; Jan 3 @ 7pm	General comments received on community development programs. There were questions related to disaster recovery programs.	N/A	
4	Public Meeting	Non-targeted/broad community	Hope Mills Town Hall, 5770 Rockfish Rd, Hope Mills, NC; Jan 7 @ 7pm	General comments received on community development programs.	N/A	
5	Public Meeting	Non-targeted/broad community	Eastover Community Center, 4008 School St., Eastover NC; Jan 8 @ 7pm	General comments received on community development programs.	N/A	
6	Public Meeting	Non-targeted/broad community	Godwin Town Hall, 4924 Markham St., Godwin, NC; Jan 28 @ 7pm	General comments on community development programs especially housing assistance.	N/A	
7	Public Meeting	Non-targeted/broad community	Falcon Town Hall, 7156 West St., Falcon, NC; Feb 4 @ 7pm	General comments received on community development programs.	N/A	
8	Public Meeting	Non-targeted/broad community	Spring Lake Town Hall, 300 Ruth St., Spring Lake, NC; Feb 11 @ 7pm	General comments received on community development programs request for proposal process.	N/A	
9	Public Meeting	Non-targeted/broad community	Wade Town Hall, 7128 Main St., Wade, NC, Feb 12 @ 7pm	Comments received on public facilities/ infrastructure assistance	N/A	
10	Public Meeting	Non-targeted/broad community	Linden Town Hall, 9456 Academy St., Linden, NC; Feb 19 @ 7:30 pm	General comments received on community development programs.	N/A	

Table 4 – Citizen Participation Outreach

## **Expected Resources**

### **AP-15 Expected Resources – 91.220(c)(1,2)**

#### **Introduction**

Cumberland County is an urban county entitlement and receives Community Development Block Grant (CDBG) and Home Investment Partnership (HOME) Program funds directly from the U.S. Department of Housing and Urban Development. Cumberland County partners with local agencies in order to leverage grant dollars.



## Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	784,526	175,000	500,000	1,459,526	-	Annual award is a conservative estimate based on recent awards
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	379,191	200,000	400,000	979,191	-	Annual award is a conservative estimate based on recent awards
Competitive McKinney-Vento Homeless Assistance Act	public - state	Other	0	0	0	0		
Continuum of Care	public - federal	Other	0	0	0	0	-	
General Fund	public - local	Admin and Planning Housing	206,818	0	0	206,818	-	General funds to assist in administering programs and match funds
Other	public - state	Other	0	0	0	0	-	
Other	public - local	Housing Other	200,000	0	0	200,000	-	General funds through partnership between City and County government to address homelessness.

Table 5 - Expected Resources – Priority Table

**Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied**

Cumberland County leverages funds from private and non-federal public sources to meet match requirement with cash contributions from federal sources. Cumberland County will continue working toward meeting our affordable housing goals while responding to the immediate needs of the disaster survivors.

**If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan**

At this time, Cumberland County has no public owned land or property located within the jurisdiction that will be used to carry out the plan.

**Discussion**

Not applicable.

## **Annual Goals and Objectives**

### **AP-20 Annual Goals and Objectives**

#### **Goals Summary Information (Projected)**

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Increase Affordable Quality Housing	2015	2020	Affordable Housing	Cumberland County Area	Affordable Housing	CDBG: \$529,995 HOME: \$616,069 General Fund: \$94,797	Rental units constructed: 2 Household Housing Unit Rental units rehabilitated: 3 Household Housing Unit Homeowner Housing Rehabilitated: 23 Household Housing Unit Direct Financial Assistance to Homebuyers: 2 Households Assisted Homeowner Housing Added: 2 Household Housing Unit
2	Essential Services and Housing for the Homeless	2015	2020	Homeless	Cumberland County Area	Homelessness	CDBG: \$15,000 General Fund: \$142,381	Tenant-based rental assistance / Rapid Rehousing: 15 Households Assisted Homelessness Prevention: 15 Persons Assisted Homeless Person Overnight Shelter: 5 Persons Assisted
3	Improve Access to Public Services (Human Services)	2015	2020	Non-Housing Community Development	Cumberland County Area	Non-Housing Community Development	CDBG: \$102,679	Public service activities Other than Low/Moderate Income Housing Benefit: 1000 Households Assisted

4	Improve Public Facilities/Develop Infrastructure	2015	2020	Non-Housing Community Development	Cumberland County Area	Non-Housing Community Development	CDBG: \$100,000	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit: 1 Households Assisted
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Table 6 – Goals Summary

### Goal Descriptions

1	<b>Goal Name</b>	Increase Affordable Quality Housing
	<b>Goal Description</b>	Cumberland County Community Development will pursue housing goals that include maintaining and increasing the availability and accessibility of decent, safe and affordable housing.
2	<b>Goal Name</b>	Essential Services and Housing for the Homeless
	<b>Goal Description</b>	Cumberland County will provide activities that will benefit the homeless. Funding allocation will be CDBG funds and local government funds (city/county) designated as a part of the homeless initiative partnership.
3	<b>Goal Name</b>	Improve Access to Public Services (Human Services)
	<b>Goal Description</b>	Cumberland County Community Development will provide funding to agencies for healthcare services and services to homeless for approximately 1000 persons.
4	<b>Goal Name</b>	Improve Public Facilities/Develop Infrastructure
	<b>Goal Description</b>	Cumberland County Community Development will allocate funding to improve public facilities and development of infrastructure - potential 1 project.

Table 7 – Goal Descriptions

## Projects

### AP-35 Projects – 91.220(d)

#### Introduction

Cumberland County plans to undertake the following projects based on the needs assessment within the geographic service area.

#### Projects

#	Project Name
1	HOUSING REHABILITATION (2019)
2	AFFORDABLE HOUSING (2019)
3	HOUSING PROJECT DELIVERY COSTS (2019)
4	PUBLIC SERVICES (2019)
5	HOMELESS SERVICES (2019)
6	PUBLIC FACILITIES / INFRASTRUCTURE (2019)
7	GENERAL ADMINISTRATION / PLANNING (2019)
8	ECONOMIC DEVELOPMENT (2019)

Table 8 – Project Information

#### Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

Not applicable.

### AP-38 Project Summary

#### Project Summary Information

Table 9 – Project Summary

1	<b>Project Name</b>	HOUSING REHABILITATION (2019)
	<b>Target Area</b>	Cumberland County Area
	<b>Goals Supported</b>	Increase Affordable Quality Housing
	<b>Needs Addressed</b>	Affordable Housing
	<b>Funding</b>	CDBG: \$309,723 HOME: \$259,190
	<b>Description</b>	Funds provided for housing repairs through the following programs: Owner-occupied rehabilitation; Investor-owner (rental) rehabilitation); and Purchase/Rehab/Resale. All programs must benefit homeowners or renters with incomes 80% or below the median income for Cumberland County. Housing Rehabilitation program was expanded to address disaster housing repairs to eligible homeowners in Cumberland County's jurisdiction.
	<b>Target Date</b>	6/30/2020
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	These activities will benefit approximately low- to moderate- income households.
	<b>Location Description</b>	County-wide
	<b>Planned Activities</b>	-
2	<b>Project Name</b>	AFFORDABLE HOUSING (2019)
	<b>Target Area</b>	Cumberland County Area
	<b>Goals Supported</b>	Increase Affordable Quality Housing
	<b>Needs Addressed</b>	Affordable Housing
	<b>Funding</b>	HOME: \$356,879

	<b>Description</b>	Funds will be used to assist a CHDO and developer with the development of affordable housing for low and moderate-income residents of Cumberland County. Funds provided under this activity represent at least 15% of the HOME entitlement mandated for affordable housing development by CHDOs.
	<b>Target Date</b>	6/30/2020
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	This activity will benefit approximately 2 low- to moderate- income households.
	<b>Location Description</b>	County-wide
	<b>Planned Activities</b>	-
3	<b>Project Name</b>	HOUSING PROJECT DELIVERY COSTS (2019)
	<b>Target Area</b>	Cumberland County Area
	<b>Goals Supported</b>	Increase Affordable Quality Housing
	<b>Needs Addressed</b>	Affordable Housing
	<b>Funding</b>	CDBG: \$220,272
	<b>Description</b>	Staff and overhead costs directly related to carrying out housing projects, such as work specification preparation, loan process, inspections, and other housing-related services.
	<b>Target Date</b>	6/30/2020
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	-
	<b>Location Description</b>	-
4	<b>Project Name</b>	PUBLIC SERVICES (2019)
	<b>Target Area</b>	Cumberland County Area
	<b>Goals Supported</b>	Improve Access to Public Services (Human Services)
	<b>Needs Addressed</b>	Non-Housing Community Development
	<b>Funding</b>	CDBG: \$69,876
	<b>Description</b>	Partner with agencies in providing health care services and services to the homeless. Staff and overhead costs directly related to carrying out public services activities.
	<b>Target Date</b>	6/30/2020
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	These activities will benefit approximately 1,000 low- to moderate- income.
	<b>Location Description</b>	County-wide
5	<b>Project Name</b>	HOMELESS SERVICES (2019)
	<b>Target Area</b>	Cumberland County Area
	<b>Goals Supported</b>	Essential Services and Housing for the Homeless
	<b>Needs Addressed</b>	Homelessness
	<b>Funding</b>	CDBG: \$47,803 General Funds: \$142,381
	<b>Description</b>	Activities to benefit homeless persons to provide short-term rental assistance and utility assistance to help prevent homelessness and to reduce homeless population. This activity will be funded with CDBG and local government funds of as a part of the joint city/county homeless initiative program.
	<b>Target Date</b>	6/30/2020
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	This activity will benefit low- to moderate- income households facing homelessness.
	<b>Location Description</b>	County-wide
6	<b>Project Name</b>	PUBLIC FACILITIES / INFRASTRUCTURE (2019)
	<b>Target Area</b>	Cumberland County Area

	<b>Goals Supported</b>	Improve Public Facilities/Develop Infrastructure
	<b>Needs Addressed</b>	Non-Housing Community Development
	<b>Funding</b>	CDBG: \$100,000
	<b>Description</b>	Funding provided to make public facilities/infrastructure available for low- to moderate- income citizens of Cumberland County.
	<b>Target Date</b>	6/30/2020
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	-
	<b>Location Description</b>	County-wide
	<b>Planned Activities</b>	-
7	<b>Project Name</b>	GENERAL ADMINISTRATION / PLANNING (2019)
	<b>Target Area</b>	Cumberland County Area
	<b>Goals Supported</b>	Increase Affordable Quality Housing
	<b>Needs Addressed</b>	Affordable Housing
	<b>Funding</b>	CDBG: \$156,905 HOME: \$57,919 General Fund: \$149,199
	<b>Description</b>	CDBG funding will be provided to support administrative cost associated with carrying out the 2019 Action Plan Goals and Priority needs. Local government funds (\$124,242) will also be used to help support this activity.
	<b>Target Date</b>	6/30/2020
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	-
	<b>Location Description</b>	-
8	<b>Planned Activities</b>	-
	<b>Project Name</b>	ECONOMIC DEVELOPMENT (2019)
	<b>Target Area</b>	Cumberland County Area
	<b>Goals Supported</b>	Expand Economic Opportunities for LMI Persons
	<b>Needs Addressed</b>	Non-Housing Community Development
	<b>Funding</b>	CDBG: -
	<b>Description</b>	CDBG funding will be provided to increase the number of new private sector jobs and expand job training opportunities to low- and moderate-income residents of Cumberland County.
	<b>Target Date</b>	6/30/2020
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	-
	<b>Location Description</b>	-
	<b>Planned Activities</b>	-

## AP-50 Geographic Distribution – 91.220(f)

### Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

Community Development will use entitlement funds within Cumberland County to include the towns of Eastover, Falcon, Godwin, Hope Mills, Linden, Spring Lake, Stedman, Wade, and the unincorporated areas. All of the towns have elected to be party to Cumberland County's designation as an Urban County. All of the activities, with exception of certain public service and homeless activities; will be accomplished in one of these municipal areas or the unincorporated areas of the County.



### **Geographic Distribution**

<b>Target Area</b>	<b>Percentage of Funds</b>
Cumberland County Area	100

Table 10 - Geographic Distribution

### **Rationale for the priorities for allocating investments geographically**

Cumberland County Community Development has not identified a targeted area, but funds will be allocated throughout Cumberland County according to the need.

### **Discussion**

Not applicable.

## Affordable Housing

### AP-55 Affordable Housing – 91.220(g)

#### Introduction

One of the main goals will be to increase the supply of affordable housing. Cumberland County will continue to foster development and preservation or renovation of affordable housing development in utilizing HOME funds and CDBG funds for owner-occupied, rental housing rehabilitation, and programs serving households facing homelessness.

One Year Goals for the Number of Households to be Supported	
Homeless	35
Non-Homeless	0
Special-Needs	0
Total	35

Table 11 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	30
The Production of New Units	4
Rehab of Existing Units	23
Acquisition of Existing Units	0
Total	57

Table 12 - One Year Goals for Affordable Housing by Support Type

#### Discussion

Homeownership, especially for low to moderate income households, has been difficult due to a lack of inventory of affordably priced homes. In addition, potential homebuyers have difficulty obtaining financing. Cumberland County will explore innovative ways to address these obstacles. The main goal will be to increase the number of affordable housing units for extremely low-income households including those experiencing homelessness. Furthermore, Cumberland County plans to use resources to provide rapid re-housing and homeless prevention assistance.

### AP-60 Public Housing – 91.220(h)

#### Introduction

#### Actions planned during the next year to address the needs of public housing

Cumberland County do not own or operate public housing units. However, Cumberland County and the Fayetteville Metropolitan Housing Authority (FMHA) will continue to partner together and with other agencies to address the needs of availability of affordable housing. FMHA originally had 1,045 Public Housing dwelling units. Some units were replaced in HOPE VI and some units were converted to the Rental Assistance Demonstration (RAD) Program. Because of this, FMHA now has 552 dwelling units. FMHA has completed demolition of the former Grove View Terrace apartments to construct a total of 272 new units funded through the Rental Assistance Demonstration (RAD) program. The new site name for the former Grove View Terrace apartments will be Cross Creek Pointe.

**Actions to encourage public housing residents to become more involved in management and participate in homeownership**

Fayetteville Metropolitan Housing Authority implements various workshops and activities that promote self-sufficiency and economic independence. Efforts are put forth in developing partnerships to educate tenants on the process of purchasing a home to prepare them for future homeownership.

**If the PHA is designated as troubled, describe the way financial assistance will be provided or other assistance**

Not applicable. Fayetteville Metropolitan Housing Authority has been designated as a high performing housing authority and is not considered as troubled.

**Discussion**

Not applicable.

**AP-65 Homeless and Other Special Needs Activities – 91.220(i)**

**Introduction**

Cumberland County along with the City government has identified homelessness as a priority in the Strategic Plan. Cumberland County will continue to apply for state and federal funds to address the needs of homelessness and those at-risk of becoming homeless in the community. Local governments have allocated funds to address the priority identified in the Strategic Plan for the homeless initiative. The local governments have created a Homeless Committee to develop strategic plan to address homelessness and to oversee the implementation of activities funded through the Homeless Initiative program. The County will use the Community Development Block Grant – Disaster Recovery (CDBG-DR) funds to develop permanent supportive housing for persons who are homeless.

The Fayetteville / Cumberland County Continuum of Care (CoC) on Homelessness has reorganized its governance structure which consists of a 16-member Board. The Board comprises of local governments, nonprofits and for-profit agencies, public agencies, and advocates to include formerly homeless persons. The purpose of the CoC is to:

- Promote community-wide commitment to the goal of ending homelessness; to end homelessness means the CoC will have a comprehensive response in place that ensures homelessness is prevented whenever possible, or if it can't be prevented, it is rare, brief, and non-recurring with the understanding that individuals have the right to self-determination;
- Ensure strategic utilization of all available resources;
- Establish community-wide systems' approach with interagency coordination to alleviate poverty;
- Promote access to and effective use of mainstream programs by the target population; and
- Promote self-sufficiency among individuals and families by providing access to a wide range of affordable housing and necessary services.

**Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs**

Community Development will utilize the homeless initiative funds from the joint venture project between the City and County governments to address the gaps in services for homeless individuals that do not meet HUD's definition of homelessness but are at or below 80% of the area median income by providing direct financial assistance and support services. In addition, CDBG funds will also be allocated to address the needs of homeless individuals and families.

## **Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs**

The CoC have member agencies such as Family Promise to help implement a community-wide, coordinated intake assessment system to assess the needs of persons experiencing homelessness. Family Promise has partnered with Cumberland Healthnet to hire Housing Navigators that will canvas the community, especially in areas where homeless persons are known to live, to assess their needs and offer available assistance. This system will allow participating providers to serve as a portal to conduct a full assessment and prioritize the households based on need and determine the appropriate options. This method will ensure that the persons with the highest need will have priority for housing.

## **Addressing the emergency shelter and transitional housing needs of homeless persons**

Cumberland County Community Development serves as Grantee to administer the Continuum of Care Grant Programs to address the needs of homeless persons. Community Development Community Development will partner with agencies to provide emergency shelter to the homeless and housing stabilization through rapid re-housing and homeless prevention to persons that are homeless or at-risk of being homeless. Cumberland County Community Development also serves as Grantee for a transitional housing program for families and a permanent supportive housing program for homeless individuals who have substance abuse disorders.

**Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again**

With the improvement of the community-wide, coordinated entry system, persons experiencing homelessness will have better access to services. This year, those individuals experiencing homelessness will be able to call 2-1-1 to access housing and services. This system will be monitored by the CoC and other partnering agencies to ensure the most vulnerable households are able to access services efficiently and effectively.

[NOTE: The final number from the 2019 Point-in-Time Homeless Count has not yet been finalized. The final 2019 Annual Action Plan will be updated to include the 2019 PiT numbers.

Cumberland County Community Development has made homelessness a priority need based on the CoC Analysis and Homeless Assessment identified in the 2015-19 Consolidated Plan. Cumberland County will continue its efforts in partnering with local developers to increase the supply of affordable housing units by requiring developers to designate a percentage of units for extremely low-income persons. Most of the individuals and families are in need of long-term comprehensive case management and continued mental health services coupled with affordable housing in order to maintain self-sufficiency to avoid becoming homeless again.

There is a lack of affordable housing options for those households experiencing homelessness and have a disability. Cumberland County plans to use CDBG and CDBG-DR funds to develop a permanent supportive housing program targeting those persons who are homeless and have a disability. In addition, Cumberland County will use local funds to provide rapid re-housing and homeless prevention assistance with other available funding sources.

**Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.**

Cumberland County has a strong partnership with agencies that are part of the CoC. Through this partnership, Cumberland County will strive to improve discharge strategies that will meet these needs of those being discharged from publicly funded institutions and systems of care. Community Development will continue to support agencies such as Alliance Health in implementing various programs for those exiting out of correctional facilities or mental health facilities.

### **Discussion**

Not applicable.

## **AP-75 Barriers to affordable housing – 91.220(j)**

### **Introduction**

According to the 2011-2015 American Community Survey, at least 26% of homeowners and 22% of renters experienced a housing problem. According to this survey, a housing problem is described as having incomplete kitchen facilities, incomplete plumbing facilities, more than 1 person per room, and cost burden greater than 30%. The survey also indicates that at least 45% of renters and 24% of homeowners have a housing cost burden. Cost burden is described as the ratio of housing costs to household income. In this case a renter's housing cost is gross rent (contract rent plus utilities) and an owner's housing cost is monthly owner costs that includes mortgage payment, utilities, insurance, real estate tax, and association fees. Cumberland County continues to face other challenges of providing affordable housing for low and very low-income households in the community. Barriers to making housing affordable include reduction in funding resources, cost due to inflated rental and sales; and unavailability of public housing units due to long wait lists.

To address these issues, Cumberland County will use CDBG, HOME, and other funding sources to help restore and strengthen the residential housing stock and create additional affordable housing units that target low- to moderate- income households in the County.

### **Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment**

Cumberland County Community Development will continue to put forth efforts to foster and maintain affordable housing and remove barriers to affordable housing by continuing to partner with eligible organizations designated as community housing development organizations (CHDOs) and Community Based Development Organizations (CBDOs) to increase the production and supply of affordable housing to include subsidized new housing; continue to offer low interest loans or grants to investor-owners for rehabilitation of rental property to be rented to low and moderate income households; acquire and renovate substandard single family units that will be sold to potential homebuyers with household income at or below 80% of the area median income; and encourage developers to build more affordable housing units targeted to households with incomes at or below 30% of the area median income.

### **Discussion**

Not applicable.

## **AP-85 Other Actions – 91.220(k)**

### **Introduction**

#### **Actions planned to address obstacles to meeting underserved needs**

The primary obstacle in meeting underserved needs is the lack of funding resources available for affordable housing targeted to very low, low to moderate income persons and housing for the homeless with comprehensive case management and support services. Through the Fayetteville / Cumberland County Continuum of Care on Homelessness network, improvements are being made on how services are coordinated in the community. This process helps prioritize the needs of those who are the most vulnerable in the community and ensures this population is able to access services.

The community will use funding from various available resources to expand affordable housing units for low- to moderate-income persons. Partnering agencies within the community will continue to apply for funding through the State Emergency Solutions Grant program and other funding sources to help alleviate some of the problems with the homeless population.

#### **Actions planned to foster and maintain affordable housing**

Cumberland County Community Development will continue to encourage developers that seek funding through the department, to set aside a certain percentage of developed units for households with incomes at or below 30% of the area median income.

#### **Actions planned to reduce lead-based paint hazards**

The Community Development Department's housing rehabilitation staff will continue to receive training to implement lead-based paint safe work practices. Actions taken include implementation of lead-based paint hazard reduction measures as part of our housing rehabilitation program to comply with 24 CFR 35; contractors who rehabilitate homes built prior to 1978 are required to attend Safe Work Practices training for lead-based paint; staff persons are trained in the new HUD/EPA regulations that require contractors to use safe work practices to mitigate lead-based paint hazards in private homes and childcare centers; and distribution of the brochure to all housing rehabilitation program applicants on the hazards of lead-based paint ("The Lead-Safe Certified Guide To Renovate Right").

#### **Actions planned to reduce the number of poverty-level families**

Cumberland County Community Development will continue to make progress in reducing the number of poverty-level families in the community. This is done through leveraging resources and partnering with other human services agencies that provide assistance through programs such as housing rehabilitation and public services programs to assist with medical needs.

#### **Actions planned to develop institutional structure**

Cumberland County Community Development has years of experience and is well equipped to implement and coordinate activities among public, private and nonprofit agencies. Although funding has continued to decrease over the years, Community Development will continue to streamline processes and procedures for efficiency and effectiveness, in addition to searching for additional funding resources to strengthen its ability to serve and offer programs and services that improve the quality of life for the residents and meet the community's need.

#### **Actions planned to enhance coordination between public and private housing and social service agencies**

Cumberland County Community Development will enhance the coordination between agencies by providing funding through a request for proposal process to eligible agencies to improve access to services.

**Discussion**

Not applicable.

## **Program Specific Requirements**

### **AP-90 Program Specific Requirements – 91.220(l)(1,2,4)**

#### **Introduction**

#### **Community Development Block Grant Program (CDBG)**

##### **Reference 24 CFR 91.220(l)(1)**

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan.	0
5. The amount of income from float-funded activities	0
<b>Total Program Income</b>	<b>0</b>

#### **Other CDBG Requirements**

1. The amount of urgent need activities	0
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#### **HOME Investment Partnership Program (HOME)**

##### **Reference 24 CFR 91.220(l)(2)**

**A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:**

During the 2019 Program Year, Cumberland County Community Development will allocate HOME entitlement funds to provide assistance to qualified homebuyers as described under 24 CFR Part 92.205.

**A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:**

#### *Resale Provisions*

In accordance with the applicable homeownership resale provisions outlined in 24 CFR part 92.254 (a)(5)(i), Cumberland County shall enforce resale provisions where HOME funds are provided to developers and/or CHDOs in the form of development subsidy only and there is no direct subsidy given to the homebuyer. In addition, any direct HOME funds provided to a homebuyer in the form of a grant instead of a loan would trigger resale requirements.

In applying the resale provisions to affordable housing development for homeownership, the County will designate a unit as an affordable unit. When a unit is designated affordable and it is sold during the affordability period, the sale must meet the following criteria:



The new purchaser must be low-income, meeting the HOME Program definition, and occupy the property as the family's principle residence.

The sales price must be "affordable" to the new purchaser. CCCD defines affordable as the homebuyer paying no more than 30% of their annual gross income toward principal, interest, taxes, and insurance (PITI).

The County will ensure that the housing will remain affordable to a reasonable range of low-income homebuyers whose incomes fall within the range of 60% to 80% of the area median income. If a potential family's income falls below 60% of the area median income, they will not be precluded from purchasing a home sold under the resale provisions as long as the unit remains affordable as defined above. Additional HOME funds may be provided to a new purchaser in the form of direct assistance through existing homebuyer assistance programs for down payment costs assistance and/or gap financing to enhance affordability.

Under no circumstances may the "affordable" sales price exceeds 95% of the median purchase price for the area established by HOME regulations.

The original homebuyer, now the seller, must receive a "fair return" on their investment. The County defines fair return as any down payment contributed by the seller (initial investment), plus the value of any capital improvements made by the seller since the original purchase, plus a fair return on both the initial investment and the value of capital improvements calculated using the average change in the Consumer Price Index (CPI) over the period of ownership by the seller.

For purposes of the resale provisions, capital improvements are defined as improvements that add to the value of the home, prolong its useful life for more than one year, or adapt it to new uses. A fair return on capital improvements will be based on actual costs of the improvements as documented by the original homebuyer with receipts, invoices, canceled checks, and/or other documents deemed appropriate to sufficiently substantiate the costs of the improvements. Repairs are improvements to maintain the home in good condition but do not add to its value or prolong its life and will not be considered in determining fair return on investment. Examples of capital improvements are as follows: additions such a deck, patio, fence, sprinkler system, installation of a new roof, heating system or central air conditioning, or improvements such as built-in appliances, kitchen modernization, and flooring.

The affordability restrictions may terminate upon the occurrence of any of the following termination events: foreclosure, transfer in lieu of foreclosure, or assignment of an FHA-insured mortgage to HUD. The County may use purchase options, rights of refusal or other preemptive rights to purchase the housing before foreclosure to preserve affordability. In these instances, additional HOME funds may be invested to acquire and/or rehabilitate the unit to ensure that its affordability is preserved. If during the original affordability period, the original homebuyer obtains a redemptive ownership interest in the property the affordability restrictions will be revived according to the original terms.

The resale provision will be enforced through a deed of trust, promissory note, deed restriction or land covenant, written resale agreement, and/or other similar mechanisms.

#### *Recapture Provisions*

While the recapture provision allows a homebuyer to sell their property to any willing buyer, the sale of the property during the affordability period triggers repayment of any direct HOME subsidy received by the original homebuyer when he/she purchased the home.

In accordance with the applicable homeownership recapture provisions outlined in 24 CFR part 92.254 (a)(5)(ii), Cumberland County shall enforce recapture provisions where HOME funds are provided as a direct subsidy to the homebuyer as down payment and/or purchase price assistance. The County requires the recapture of the entire amount of its HOME-funded homeownership housing assistance from net sales proceeds when the original homebuyer sells the property during the affordability period. Net proceeds are the funds remaining from the sale of the property by the original homebuyer less the repayment of the outstanding balance on any superior mortgage and any closing costs. To the extent that net proceeds are available at closing, the principal balance of the HOME funds is due and payable. Under no

circumstances will the County recapture more than is available from the net proceeds of the sale. In the event that net proceeds exceed the amount necessary to repay the County HOME funds, excess proceeds may be paid to the original homebuyer once HOME funds have been repaid to the County.

The affordability restrictions may terminate upon the occurrence of any of the following termination events: foreclosure, transfer in lieu of foreclosure, or assignment of an FHA-insured mortgage to HUD. The County may use purchase options, rights of refusal or other preemptive rights to purchase the housing before foreclosure to preserve affordability. In these instances, additional HOME funds may be invested to acquire and/or rehabilitate the unit to ensure that its affordability is preserved. If during the original affordability period the original homebuyer obtains a redemptive ownership interest in the property, the affordability restrictions will be revived according to the original terms.

The recapture provision will be enforced through a deed of trust, promissory note, deed restriction or land covenant, written recapture agreement, and/or other similar mechanisms.

**A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:**

<u>HOME amount per unit</u>	<u>Minimum Period of Affordability</u>
Under \$15,000	5 years
\$15,000 to \$40,000	10 years
Over \$40,000	15 years

**Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:**

During the 2019 program year, Cumberland County Community Development does not plan to refinance any existing multifamily housing debt.

#### **Discussion**

Not applicable.



## **OFFICE OF THE COUNTY MANAGER**

### **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MAY 20, 2019**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: AMY H. CANNON, COUNTY MANAGER**

**DATE: 5/17/2019**

**SUBJECT: CONSIDERATION OF COUNTY AND CITY CO-LOCATION OF 9-1-1  
COMMUNICATION SERVICES**

#### **BACKGROUND**

Cumberland County's 9-1-1 Communications Center, and its Emergency Operations Center (EOC), have outgrown its current facility and is in immediate need of relocation. Hurricane's Matthew and Florence also revealed inadequacies in terms of facility needs for 9-1-1 and our EOC. As a result, the County quickly identified and purchased an existing facility located at 500 Executive Place in Fayetteville that can be renovated and upfitted to meet the current and future needs for Cumberland County Emergency Services. Purchasing this building rekindled interest about the possibility of co-locating with the City of Fayetteville and eventually consolidating 9-1-1 communication services. With the approval of the Board, staff engaged a knowledgeable and experienced Emergency Services consultant to perform a full analysis of 500 Executive Place. Two conceptual floorplans were created: one for the County alone, and one with the City 9-1-1 co-located on site. Staff also engaged the Administration of the NC 9-1-1 Board and attended a required workshop in preparation for this year's 9-1-1 grant process.

The County and City each reinstituted its respective 9-1-1 Committees, and the committees had a series of meetings to discuss the possibilities for co-location. Most recently, the committees met on Wednesday, May 15<sup>th</sup>, and the County offered the following tenets to the City:

1. Co-location, and eventual consolidation, are ideal goals for the County and City to pursue.
2. A joint agreement must be in place between the County and City prior to the start of any construction.
3. The County and City will agree to collaborate on the selection of an architectural and engineering firm for the project using submittals recently solicited by the County.
4. The County and City will authorize its respective staffs to collaborate on the design of the building.

5. The City will pay 100% of the cost for any addition to the building associated with City co-location.
6. Cost-sharing will be based on a per square footage lease agreement for dedicated and shared space (see attachment) in the current building footprint using \$14 per square foot as the basis for calculating lease costs. Utility and maintenance costs would be split on a pro-rated basis with the County paying 60% and the City paying 40% (see attachment).
7. The agreement will include a termination clause and a buy-out option for the County in the event the City vacates the facility. The County would pay the depreciated cost for the City's add-on to the building.
8. The County and City will maintain its respective 9-1-1 Committees and staff will present updates and progress reports on a quarterly basis to the joint committee.
9. The County and City will partner on the grant application to the NC 9-1-1 Board and move it forward for the May 31, 2019, submission deadline.
10. The City was advised that the County needed to know a definite decision about co-locating no later than Noon the day after the meeting in order for staff to complete the grant application to the NC 9-1-1 Board prior to the May 31<sup>st</sup> submission deadline.

#### **RECOMMENDATION / PROPOSED ACTION**

Staff is seeking direction from the Board of Commissioners on the tenets offered to the City by the County 9-1-1 committee.

#### **ATTACHMENTS:**

Description	Type
Leasing Costs	Backup Material
Ops Costs	Backup Material

**9-1-1 Co-Location Lease Cost for 500 Executive Place  
(Existing Building Footprint)**

Type Space	Square Feet	Lease Cost @ \$14/S.F.
City Portion of Shared	1,608	\$22,505
City Dedicated	1,386	\$19,404
	<b>2,994</b>	<b>\$41,909</b>

Notes:

- 1) does not include mechanical, storage, etc
- 2) base square footage of existing building is 17,009 S.F.

"Shared" Space	S.F.
Men's Restroom	198
Women's Restroom	187
Waiting/Briefing	402
Server Room	799
Kitchen/Break	550
Pantry	61
Health/Quiet	150
9-1-1 Toilet	77
Live Training	714
Front of House Toilet	77
	<b>3,215</b>

"Dedicated" Space	S.F.
City Asst. Dir. Office	171
City Open Office Area	484
City Dir. Office	265
QA/QC Mgr. Office	332
City Sup. Office	134
	<b>1,386</b>

## Projected Building Operating Costs

Existing Building S.F.	17,009
------------------------	--------

Description	Yearly Cost/SF	Total (Entire Bldg)
Utilities	\$3.25	\$55,279.25
Landscaping/Grounds	\$0.40	\$6,803.60
Parking Lot	\$0.48	\$8,164.32
Repairs & Maintenance	\$2.00	\$34,018.00
Janitorial	\$1.52	\$25,853.68
Security	\$0.35	\$5,953.15
		<b>\$136,072.00</b>

	% of Building	Annual Operating Share
County Share	<b>60%</b>	\$81,588.77
City Share	<b>40%</b>	\$54,483.23
		<b>\$136,072.00</b>



## CLERK TO THE BOARD OF COMMISSIONERS

### MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MAY 20, 2019

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: KELLIE BEAM, DEPUTY CLERK TO THE BOARD**

**DATE: 5/14/2019**

**SUBJECT: CUMBERLAND COUNTY HOME AND COMMUNITY CARE BLOCK GRANT COMMITTEE (2 VACANCIES)**

#### **BACKGROUND**

The Cumberland County Home and Community Care Block Grant Committee has the following two (2) vacancies.

##### Older Consumer:

Susan Hesnard – Unable to complete first term.

The Home and Community Care Block Grant Committee recommends **Joanne Yokely** to fill the unexpired term. (See attached)

##### Aging Service Provider:

Alicia Campbell – Resigned.

The Home and Community Care Block Grant Committee recommends **Kevin Walker** to fill the unexpired term. (See attached)

I have attached the current membership and applicant list for this board

#### **RECOMMENDATION / PROPOSED ACTION**

**Nominate individuals to fill the two (2) vacancies above.**

#### **ATTACHMENTS:**

Description	Type
CC Home and Community Block Grant Committee Nomination Backup Information	Backup Material



### **Cumberland County Home and Community Care Block Grant Committee**

The Cumberland County Home and Community Care Block Grant Committee works with the County on matters related to service priorities and planning for older adults.

**Statutory Authorization:** NCGS 143B

**Member Specifications:**

21 Members with Specific Categories:

- Older consumers (8)
- Aging Service Providers (9)
- Civic Representative (1)
- Elected Official (1)
- County Representative (2)

**Term:** 4 Years

**Compensation:** None

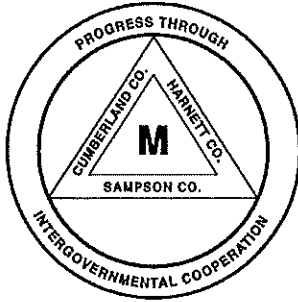
**Duties:**

- Functions as a resource to the Mid-Carolina Area Agency on Aging by obtaining input from service providers, older consumers and their families in the development of an annual Aging Funding Plan;
- Serves in an advisory capacity for the Care Management service provided by Mid-Carolina Area Agency on Aging.

**Meetings:** 3rd Thursday January, April, August and November at 2:00 PM. Length of the meetings varies.

**Meeting Location:** Various service provider locations within Cumberland County





## **Mid Carolina Area Agency on Aging**

130 Gillespie Street  
Post Office Drawer 1510

Fayetteville, NC 28302

*Tracy Honeycutt*

*Phone: 323-4191 ext. 27*

*Fax: 323-9330*

*e-mail: [thoneycutt@mccog.org](mailto:thoneycutt@mccog.org)*

May 2, 2019

TO: Kellie Beam, Deputy Clerk to the Board

FROM: Tracy Honeycutt, Area Agency on Aging Director

SUBJECT: Mid-Carolina Home and Community Care Block Grant Committee (HCCBG)

The Home and Community Care Block Grant Committee recommends the following positions:

Joanne Yokely for the Older Consumer position left vacant by the passing of Susan Hesnard

Kevin Walker, of RDL Therapeutic, for the Aging Service Provider position vacated by Alicia Campbell

Thank you for your consideration.

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

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
<u>Older Consumer</u> <b>VACANT</b> (Vacated by S. Hesnard)	9/16	1st	Sept/20 9/30/20	Yes
Stephen MacDonald 1783 Cawdor Drive Fayetteville, NC 28304 426-8117 <a href="mailto:SMACDONALD3@NC.RR.COM">SMACDONALD3@NC.RR.COM</a>	12/17	1st	Dec/21 12/31/21	Yes
Paul Taylor 3283 Florida Drive Fayetteville, NC 28301 910-751-0435	2/18	1 <sup>st</sup>	Feb/22 2/28/22	Yes
Rebecca Campbell 7027 Darnell Street Fayetteville, NC 28314 487-7555	9/16	1st	Sept/20 9/30/20	Yes
Diane D. Townsend 5625 Pepperbush Drive Fayetteville NC 28304 426-4948	9/16	1 <sup>st</sup>	Sept/20 9/30/20	Yes
Edna Cogdell 734 Ashburton Drive Fayetteville, NC 28301 488-4582/624-4558	9/16	1st	Sept/20 9/30/20	Yes
Cassandra McMillion 1905 Eichelberger Drive Fayetteville, NC 28303 488-8336 / 391-1508	12/17	2nd	Nov/20 11/30/20	No
Rebecca "Becky" Rebec 4010-204 Bardstown Ct Fayetteville, NC 28304 248-535-1804 <a href="mailto:Babchab6@gmail.com">Babchab6@gmail.com</a>	2/18	1st	Feb/22 2/28/22	Yes

Name/Address	<u>Date</u> Appointed	Term	Expires	<u>Eligible For</u> Reappointment
<u>Aging Service Provider</u>				
VACANT (Vacated by A. Campbell)	2/18	1st	Feb/22 2/28/22	Yes
Kendra Haywood 603 Sugaridge Lane Fayetteville, NC 28311 354-6743	12/17	1st	Dec/21 12/31/21	Yes
Robert Williams 2517 N. Edgewater Drive Fayetteville, NC 28304 910-484-2596	2/18	1 <sup>st</sup>	Feb/22 2/28/22	Yes
Antoinette Hernandez 7661 Beverly Drive Fayetteville, NC 28314 263-1833	12/17	2nd	Nov/20 11/30/20	No
Felicia Johnson 2606 Raeford Rd Fayetteville, NC 28303 910-771-4499	2/18	1st	Feb/22 2/28/22	Yes
Devin Trego 1006 McKimmon Road Fayetteville, NC 28303 910-493-3449/610-223-2165 <a href="mailto:devint@legalaiddnc.org">devint@legalaiddnc.org</a>	2/19	1st	April/22 4/30/22 (serving unexpired term; eligible for one additional term)	Yes
Lisa Hughes 5524 Shady Pine Ct Hope Mills, NC 28348 339-6579/988-8727/484-0111 <a href="mailto:LHUGHES@CCCCOOA.ORG">LHUGHES@CCCCOOA.ORG</a>	12/17	1st	Dec/21 12/31/21	Yes
Doris Snider Spring Lake Senior Enrichment Center 301 Ruth Street Spring Lake, NC 28390	12/16	2nd	Dec/19 12/31/19	No

Home and Community Care Block Grant Committee, page 3

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
<u>Aging Service Provider</u>				
Helen Godwin 805 Retriever Court Fayetteville, NC 28311 630-3674/670-2451	12/17	1st full term	Dec/20 12/31/20	Yes
*serving unexpired term; eligible one additional term*				
<u>Civic Representative</u>				
Robin Kivett Cape Fear Valley 4042 Pleasant View Drive Fayetteville, NC 28312 483-6964/615-5649	12/17	2nd	Nov/20 11/30/20	No
<u>Elected Official</u>				
Frances Collier PO Box 47 Linden, NC 28356	9/16	1st	Sept/20 9/30/20	Yes
<u>County Representative</u>				
Amy Cannon County Manager PO Box 1829 Fayetteville, NC 28302-1829	02/11	NA	NA	NA

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

Contact: Tracy Honeycutt - 323-4191 x27 - Fax 323-9330 – [thoneycutt@mccog.org](mailto:thoneycutt@mccog.org)

**APPLICANTS FOR**  
**CUMBERLAND COUNTY HOME AND COMMUNITY CARE BLOCK GRANT COMMITTEE**

<b><u>NAME/ADDRESS/PHONE</u></b>	<b><u>OCCUPATION</u></b>	<b><u>EDUCATIONAL BACKGROUND</u></b>
<b>DAVIS, CHRISTIE (B/F)</b> 434 SHEILA STREET HOPE MILLS, NC 28348 252-916-9187 <a href="mailto:EMPOWERHS@GMAIL.COM">EMPOWERHS@GMAIL.COM</a> Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO <b>CATEGORY: GENERAL PUBLIC</b>	<b>LICENSED PSYCHOTHERAPIST</b> <b>SENIOR HEALTH &amp; EDUCATION PARTNERS</b>	<b>BSW/MSW</b>
<b>DICKENS, CATHY (-/F)</b> 1426 COBRA DRIVE FAYETTEVILLE NC 28303 910-286-0157 <a href="mailto:MAXINEDICKENS69@GMAIL.COM">MAXINEDICKENS69@GMAIL.COM</a> Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO <b>CATEGORY: GENERAL PUBLIC</b>	<b>DISTRICT SUPERVISOR</b> <b>SOIL AND WATER</b>	<b>HIGH SCHOOL</b>
<b>LEWIS, ANGELA DENISE (B/F)</b> 7715 TEMPERANCE DRIVE FAYETTEVILLE NC 28314 476-2835/487-3131 <a href="mailto:ALEWIS003@NC.RR.COM">ALEWIS003@NC.RR.COM</a> Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO <b>CATEGORY: CIVIC REPRESENTATIVE</b>	<b>CREST</b> <b>DIRECTOR OR COMMUNITY SERVICES</b>	<b>MASTERS-HUMAN SERVICES</b>
<b>MARABLE, KATHERINE (-/F)</b> 1805 MCGOUGAN RD FAYETTEVILLE NC 28303 486-9035 NO EMAIL LISTED Graduate-County Citizens' Academy: YES Graduate-Institute for Community Leadership: YES Graduate-Leadership Fayetteville: YES Graduate-United Way's Multi-Cultural Leadership Program: YES Graduate-other leadership academy: YES <b>CATEGORY: GENERAL PUBLIC</b>	<b>RETIRED EDUCATOR</b> <b>CC SCHOOLS</b>	<b>MASTERS</b>



**APPLICANTS FOR**  
**CUMBERLAND COUNTY HOME AND COMMUNITY CARE BLOCK GRANT COMMITTEE – Page 2**

NAME/ADDRESS/PHONE	OCCUPATION	EDUCATIONAL BACKGROUND
PALMER, DWIGHT E JR. (B/M) 1139 HELMSLEY DRIVE FAYETTEVILLE NC 28314 868-2575/260-9630/892-6405 <a href="mailto:DEPALMERJR@YAHOO.COM">DEPALMERJR@YAHOO.COM</a> Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO <b>CATEGORY: OLDER CONSUMER</b>	GENERAL MANAGER DORMAN CADILLAC GMC	BA
STOKES, WILBERT (B/M) 1136 VESPER LANE FAYETTEVILLE NC 28311 491-2965/261-0176 <a href="mailto:WSTOKES13@HOTMAIL.COM">WSTOKES13@HOTMAIL.COM</a> Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: CITY OF FAYETTEVILLE CITIZENS ACADEMY <b>CATEGORY: OLDER CONSUMER</b>	RETIRED PRINCIPAL BLADEN COUNTY SCHOOLS	BA-POLITICAL SCIENCE
WAGNER, REV RICHARD (W/M) 2074 LOGANBERRY DRIVE FAYETTEVILLE NC 28304 867-5634/578-1227 <a href="mailto:REV.WAGNER@GMAIL.COM">REV.WAGNER@GMAIL.COM</a> Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO <b>CATEGORY: OLDER CONSUMER</b>	BISHOP LUTHERAN ORTHODOX CHURCH	BA



## CLERK TO THE BOARD OF COMMISSIONERS

### MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MAY 20, 2019

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: KELLIE BEAM, DEPUTY CLERK TO THE BOARD**

**DATE: 5/14/2019**

**SUBJECT: CUMBERLAND COUNTY WORKFORCE DEVELOPMENT BOARD (1 VACANCY)**

#### **BACKGROUND**

The Cumberland County Workforce Development Board has the following one (1) vacancy:

##### Representative of Education/Training:

Pamela Gibson – completed second term. Not eligible for reappointment.

The Workforce Development Board recommends **Dr. Mark Sorrells**.

(See attached).

I have attached the current membership list and applicant list for this board.

#### **RECOMMENDATION / PROPOSED ACTION**

**Nominate individual to fill the one (1) vacancy above.**

#### **ATTACHMENTS:**

Description

CC Workforce Development Board Nomination Backup Information

Type

Backup Material

## **Cumberland County Workforce Development Board**

The Cumberland County Workforce Development Board promotes the full development and utilization of the state's employment and training resources.

### **Member Specifications:**

Members with Specific Categories:

- Representative of Business
- Representative of Workforce
- Representative of Education/Training
- Representative of Economic Development
- Representative – Other
- Representative of Labor

**Term:** 3 Years

**Compensation:** None

### **Duties:**

Works to develop employment and training programs for the residents of Cumberland County.

**Meetings:** Third Tuesday of every other month at 11:00 AM

**Meeting Location:** Meeting take place at various locations



## Kellie Beam

---

**From:** Peggy Aazam  
**Sent:** Wednesday, May 8, 2019 8:18 AM  
**To:** Kellie Beam  
**Cc:** Cynthia McKoy  
**Subject:** WDB Appointment Recommendation

*Kellie,*

*Please submit the following for BOC approval at the next opportunity; please let me know if you need additional information or if you or Candice have any questions. Thank you!*

The following individual is recommended for appointment by the Board of Commissioners:

Dr. Mark Sorrells (Senior Vice President for Academic and Student Services, FTCC) for Representative of Education and Training – Adult Education & Literacy vacancy (replacing Pam Gibson; term expiration)

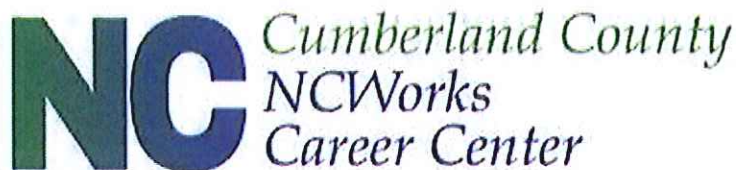
Thank you,

Peggy

**Peggy Aazam**  
Program Coordinator  
Cumberland County  
Workforce Development Board

(910) 678-7711  
[paazam@co.cumberland.nc.us](mailto:paazam@co.cumberland.nc.us)

410 Ray Ave  
Fayetteville, NC 28301



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

CUMBERLAND COUNTY WORKFORCE DEVELOPMENT BOARD  
(FORMERLY, PRIVATE INDUSTRY COUNCIL)  
3 Year Terms

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
<u>Representative of Business:</u>				
Albeiro Florez (H/M) 4608 Storm Cat Lane Hope Mills, NC 28348 910-494-2651 <a href="mailto:AFLOREZCFO@WALKERFLOREZCG.COM">AFLOREZCFO@WALKERFLOREZCG.COM</a>	11/17	1st	Oct/20 10/31/20	Yes
Kevin Brooks (B/M) 3616 Daughtridge Drive Fayetteville, NC 28311 488-0408/551-9031	6/18	1st	Jun/21 6/30/21	Yes
Diana Potts (W/F) 1322 Worstead Drive Fayetteville, NC 28314 745-3310 <a href="mailto:DPOTTS@TCFEB.COM">DPOTTS@TCFEB.COM</a>	11/17	1st	Oct/20 10/31/20	Yes
Naynesh Mehta (AI/M) 229 Forest Creek Drive Fayetteville, NC 28303 483-0491/494-2037/689-0799 <a href="mailto:NSMEHTA@5POINTSNC.COM">NSMEHTA@5POINTSNC.COM</a>	6/18	1st	Jun/21 6/30/21	Yes
Rodney Anderson (B/M) 4321 Huntsfield Rd Fayetteville, NC 28314 826-0366/922-1214	4/17	2nd	Apr/20 4/30/20	No
Joy Miller (W/F) 210 Queensberry Drive Fayetteville, NC 28303 864-1955/309-3645/615-6799	2/19	2nd	Feb/22 2/28/22	No
Jesse A. Brayboy Jr. 105 Ruritan Drive Fayetteville, NC 28314 527-9717/822-1700	2/19	2nd	Feb/22 2/28/22	No
Mark Wilderman (W/M) 222 Queensberry Drive Fayetteville, NC 28303 964-2050/864-4633 <a href="mailto:Mark.wilderman@yahoo.com">Mark.wilderman@yahoo.com</a>	12/18	1 <sup>st</sup>	Dec/21 12/31/21	Yes

## Cumberland County Workforce Development Board, page 2

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
Dina Simcox (W/F) 421 Foxwood Drive Hope Mills, NC 28348 728-3910/868-7668	2/19	2nd	Feb/22 2/28/22	No
Sherri Turner (A/F) 1211 Grackle Drive Fayetteville, NC 28306 808-282-4125/307-9123 <a href="mailto:Sherri.turner@firstcitizens.com">Sherri.turner@firstcitizens.com</a>	2/19	1 <sup>st</sup> full term	Feb/22 2/28/22	Yes
Eric Buck (W/M) 2825 Sand Trap Ln Hope Mills, NC 28348 281-235-4582/630-5222 <a href="mailto:Eric_buck@goodyear.com">Eric_buck@goodyear.com</a>	12/18	1 <sup>st</sup> (serving unexpired term; eligible for two additional terms)	Oct/19 10/31/19	Yes
Phillip Perrier (-/M) 5838 Bear Creek Circle Fayetteville, NC 28304 No phone # on app <a href="mailto:ptperrier@gmail.com">ptperrier@gmail.com</a>	12/18	1 <sup>st</sup> (serving unexpired term; eligible for two additional terms)	Sep/19 9/30/19	Yes
Chas L. Sampson (B/M) 712 Hinterland Lane Spring Lake, NC 28390 571-289-0476/202-999-6310 <a href="mailto:info@oursevenprinciples.com">info@oursevenprinciples.com</a>	2/19	1 <sup>st</sup> (serving unexpired term; eligible for two additional terms)	Oct/19 10/31/19	Yes
Isabella Effen 6520 Brookshire Road Fayetteville, NC 28314	10/16	1 <sup>st</sup>	Oct/19 10/31/19	Yes
<u>Representative of Workforce:</u>				
Charlene Cross (B/F) 1949 Culpepper Lane Fayetteville, NC 28304 630-1450/308-9413	3/16	2nd	Mar/19 3/31/19	No
<b>VACANT</b> (Vacated by C. Bennett)	8/16	1 <sup>st</sup>	Aug/19 8/31/19	Yes
Carl Manning (B/M) 328 Kimberwicke Drive Fayetteville, NC 28311 818-9810-436-2426	8/16	1 <sup>st</sup>	Aug/19 8/31/19	Yes
<b>VACANT</b> (Vacated by D. Servie)	9/16	1 <sup>st</sup>	Sep/19	Yes



Cumberland County Workforce Development Board, page 3

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
<u>Representative of Education/Training:</u>				
Pamela Gibson (W/F) 7526 Hammersley Road Fayetteville, NC 28306 423-1830/678-2416	3/16	2nd	Mar/19 3/31/19	No
<u>Representative of Economic Development:</u>				
Robert Van Geons (W/M) FCEDC 411 Forest Lake Road Fayetteville, NC 28305 704-985-3483/678-7644 <a href="mailto:robert@fayedc.com">robert@fayedc.com</a>	8/17	1st	Aug/20 8/31/20	Yes
<u>Representative – Other:</u>				
Jody Risacher (W/F) 3533 Sweetbay Circle Fayetteville, NC 28311 630-5102/483-7727	8/16	2nd	Aug/19 8/31/19	No
Dr. J. Lee Brown (B/M) 1200 Murchison Road Fayetteville, NC 23801 672-1592/757-285-0483 <a href="mailto:Jbrown84@uncfsu.edu">Jbrown84@uncfsu.edu</a>	12/18	1 <sup>st</sup>	Dec/21 12/31/21	Yes
<u>Representative of Labor:</u>				
<b>VACANT</b> (Vacated by C. Royal)	2/16	1 <sup>st</sup>	Feb/19 2/28/19	Yes

Chanda Armstrong (unlimited term - replaced by state agency)  
 North Carolina Department of Human Resources  
 Division of Vocational Rehabilitation Services  
 155 Eastwood Avenue  
 Fayetteville, NC 28301  
 910-486-1101 (office)/486-1548 (fax)  
[Chanda.armstrong@dhhs.nc.gov](mailto:Chanda.armstrong@dhhs.nc.gov)

John Lowery (unlimited term – replaced by state agency)  
 NC WORKS Career Center  
 414 Ray Avenue  
 Fayetteville, NC 28301

Contact: Peggy Aazam (Administrative Support) 678-7711 [paazam@co.cumberland.nc.us](mailto:paazam@co.cumberland.nc.us)  
 Regular Meetings: Third Tuesday, every other month beginning in January, 11:00 AM, meetings take place at various locations

Name Changed to Cumberland County Workforce Development Board, November 1995

The Cumberland County Workforce Development Board reconstituted its membership composition to comply with the workforce Innovation and Opportunity Act of 2014 (WIOA) on February 1, 2016.

**APPLICANTS FOR**  
**CUMBERLAND COUNTY WORKFORCE DEVELOPMENT BOARD**

<b><u>NAME/ADDRESS/PHONE</u></b>	<b><u>OCCUPATION</u></b>	<b><u>EDUCATIONAL BACKGROUND</u></b>
<b>BLAND, SHEDRICK, (-/M)</b> 1411 AVERTON COURT FAYETTEVILLE NC 28314 764-2380/797-9608 <a href="mailto:SHEDRICKBLAND@GMAIL.COM">SHEDRICKBLAND@GMAIL.COM</a> Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO <b>CATEGORY: GENERAL PUBLIC</b>	<b>SELF EMPLOYED</b> <b>DRIVER</b>	<b>SOME COLLEGE</b>
<b>BRITO, CECILIA (H/F)</b> 2301 CUMBERLAND GAP DRIVE #105 FAYETTEVILLE NC 28306 631-464-9156 <a href="mailto:DOMINICANA1122@YAHOO.COM">DOMINICANA1122@YAHOO.COM</a> Graduate-County Citizens' Academy: No Graduate-Institute for Community Leadership: Yes Graduate-Leadership Fayetteville: No Graduate-United Way's Multi-Cultural Leadership Program: No Graduate-other leadership academy: No <b>CATEGORY: GENERAL PUBLIC</b>	<b>UNEMPLOYED</b>	<b>SOME COLLEGE</b>
<b>BROOKS, DONALD (B/M)</b> 301 SOUTHLAND DRIVE FAYETTEVILLE NC 28311 910-826-6078 <a href="mailto:DONALDBROOKS959@GMAIL.COM">DONALDBROOKS959@GMAIL.COM</a> Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: YES Graduate-other leadership academy: GRADUATE EXECUTIVE LEADERSHIP PROGRAM <b>CATEGORY: GENERAL PUBLIC</b>	<b>RETIRED</b>	<b>BACHELORS</b>
<b>CLARK, DERWOOD (B/M)</b> 620 ROCKPORT DRIVE FAYETTEVILLE NC 28311 302-7040/247-2270/868-8700 <a href="mailto:DABISHOP05@GMAIL.COM">DABISHOP05@GMAIL.COM</a> <b>*Serves on the Equalization and Review Board*</b> Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO <b>CATEGORY: GENERAL PUBLIC</b>	<b>INSURANCE AGENT</b> <b>ALLSTATE</b>	<b>MBA-PUBLIC ADMIN</b>

**APPLICANTS FOR  
CUMBERLAND COUNTY WORKFORCE DEVELOPMENT BOARD Page 2**

<b>NAME/ADDRESS/PHONE</b>	<b>OCCUPATION</b>	<b>EDUCATIONAL BACKGROUND</b>
<b>DEBRULER, DANIEL (W/M)</b> 6791 BUTTERMERE DRIVE FAYETTEVILLE NC 28314 964-3241/864-5028 <a href="mailto:DANDEBRULER@GMAIL.COM">DANDEBRULER@GMAIL.COM</a> Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: UNITED STATES ARMY ADVANCED NON-COMMISSIONED OFFICERS <b>CATEGORY: REPRESENTATIVE OF BUSINESS</b>	<b>RADIO STATION OWNER</b> GRANDER VISION MEDIA	<b>SOME COLLEGE</b>
<b>DEVIERE, KIRK (W/M)</b> 513 OAKRIDGE AVE FAYETTEVILLE NC 28305 910-273-8388 <a href="mailto:KIRK@DEVIERE.COM">KIRK@DEVIERE.COM</a> Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: YES Graduate-Leadership Fayetteville: YES Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO <b>CATEGORY: REPRESENTATIVE OF BUSINESS</b>	<b>BUSINESS OWNER</b> 219 GROUP	<b>BA MA</b>
<b>GRAYBILL, BRIAN (W/M)</b> 1901 MORGANTON RD FAYETTEVILLE NC 28305 489-7883/491-4667 <a href="mailto:BRIANGRAYBILL17@GMAIL.COM">BRIANGRAYBILL17@GMAIL.COM</a> Graduate-County Citizens' Academy: YES Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO <b>CATEGORY: REPRESENTATIVE OF BUSINESS</b>	<b>GENERAL MANAGER</b> PIERRO'S ITALIAN BISTRO	<b>HIGH SCHOOL</b>
<b>HAMILTON, ROBERT (W/M)</b> 149 WADING CREEK LANE FAYETTEVILLE NC 28306 336-430-6329/618-0422 <a href="mailto:SKYLUR1994@GMAIL.COM">SKYLUR1994@GMAIL.COM</a> Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO <b>CATEGORY: REPRESENTATIVE OF BUSINESS</b>	<b>CAR RENTAL</b> ENTERPRISE RENT-A-CAR	<b>BA-HISTORY</b>



**APPLICANTS FOR  
CUMBERLAND COUNTY WORKFORCE DEVELOPMENT BOARD Page 3**

NAME/ADDRESS/PHONE	OCCUPATION	EDUCATIONAL BACKGROUND
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HANSEN, ERNESTO (B/M) 1146 HELMSLEY DRIVE FAYETTEVILLE NC 28314 786-762-6867/475-8630 <a href="mailto:GLCZLLC@GOODLIVINGCOFFEEZONE.COM">GLCZLLC@GOODLIVINGCOFFEEZONE.COM</a> Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO	OWNER & CHIEF ENGAGEMENT OFFICER – GOOD LIVING COFFEE ZONE	BS-IT
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**CATEGORY: REPRESENTATIVE OF BUSINESS**

HAWKINS, NICOLE (-/F) 418 TAIPEI CT FAYETTEVILLE NC 28303 910-758-4771 <a href="mailto:NICOLE.HAWKINS@NCDPS.GOV">NICOLE.HAWKINS@NCDPS.GOV</a> Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO	YOUTH COUNSELOR TECH CUMBERLAND REGIONAL JUVENILE DIVISION	MS-HUMAN SERVICES
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**CATEGORY: GENERAL PUBLIC**

HINES, CAROLET (O/F) 4639 MORNING STAR LANE HOPE MILLS, NC 28348 813-480-7111 <a href="mailto:CAROLYHINES@YAHOO.COM">CAROLYHINES@YAHOO.COM</a> Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO	BUDGET TECHNICIAN DEPT OF DEFENSE	SOME COLLEGE
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**CATEGORY: REPRESENTATIVE OF BUSINESS**

HOWELL, BETH (A/F) 7711 SOUTH RAEFORD ROAD FAYETTEVILLE NC 28304 302-7118/978-0798/677-2907 <a href="mailto:HOWELLCBETH@GMAIL.COM">HOWELLCBETH@GMAIL.COM</a> Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO	PROFESSOR FTCC	MBA
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**CATEGORY: REPRESENTATIVE OF BUSINESS, REPRESENTATIVE OF ECONOMIC  
DEVELOPMENT, REPRESENTATIVE OF EDUCATION/TRAINING, REPRESENTATIVE OF  
WORKFORCE**

**APPLICANTS FOR  
CUMBERLAND COUNTY WORKFORCE DEVELOPMENT BOARD Page 4**

<b>NAME/ADDRESS/PHONE</b>	<b>OCCUPATION</b>	<b>EDUCATIONAL BACKGROUND</b>
JAMES, QUINSENTINA (-/F) 2441 CANFORD LANE FAYETTEVILLE NC 28304 364-4558 <a href="mailto:MQMLEWIS@AOL.COM">MQMLEWIS@AOL.COM</a>	HR US GOVERNMENT CONTRACTOR	SOME COLLEGE

Graduate-County Citizens' Academy: NO  
Graduate-Institute for Community Leadership: YES  
Graduate-Leadership Fayetteville: NO  
Graduate-United Way's Multi-Cultural Leadership Program: NO  
Graduate-other leadership academy: NO

***CATEGORY: REPRESENTATIVE OF BUSINESS***

KING, GRACE (-/F) 5566 HALLWOOD DRIVE HOPE MILLS, NC 28348 424-9065/988-4206/424-4536 <a href="mailto:GRACEKING@CCS.K12.NC.US">GRACEKING@CCS.K12.NC.US</a>	INSTRUCTIONAL ASSISTANT CUMBERLAND MILLS ELEMENTARY	COLLEGE GRADUATE
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Graduate-County Citizens' Academy: NO  
Graduate-Institute for Community Leadership: YES  
Graduate-Leadership Fayetteville: NO  
Graduate-United Way's Multi-Cultural Leadership Program: NO  
Graduate-other leadership academy: NO

***CATEGORY: GENERAL PUBLIC***

LEWIS, ANGELA DENISE (B/F) 7715 TEMPERANCE DRIVE FAYETTEVILLE NC 28314 476-2835/487-3131 <a href="mailto:ALEWIS003@NC.RR.COM">ALEWIS003@NC.RR.COM</a>	CREST DIRECTOR OR COMMUNITY SERVICES	MASTERS-HUMAN SERVICES
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Graduate-County Citizens' Academy: NO  
Graduate-Institute for Community Leadership: NO  
Graduate-Leadership Fayetteville: NO  
Graduate-United Way's Multi-Cultural Leadership Program: NO  
Graduate-other leadership academy: NO

***CATEGORY: REPRESENTATIVE OF EDUCATION/TRAINING***

LEWIS, JUSTIN (B/M) 756 CL TART CIRCLE FAYETTEVILLE NC 28314 920-6336/483-7695 <a href="mailto:JUSTIN.LEWIS@AXA-ADVISORS.COM">JUSTIN.LEWIS@AXA-ADVISORS.COM</a>	FINANCIAL ADVISOR AXA ADVISORS	SOME COLLEGE
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Graduate-County Citizens' Academy: No  
Graduate-Institute for Community Leadership: No  
Graduate-Leadership Fayetteville: No  
Graduate-United Way's Multi-Cultural Leadership Program: No  
Graduate-other leadership academy: No

***CATEGORY: REPRESENTATIVE OF BUSINESS***



**APPLICANTS FOR  
CUMBERLAND COUNTY WORKFORCE DEVELOPMENT BOARD Page 5**

<b>NAME/ADDRESS/PHONE</b>	<b>OCCUPATION</b>	<b>EDUCATIONAL BACKGROUND</b>
LOWERY, DR. ELMORE D. (B/M) 5420 AHOSKIE DRIVE HOPE MILLS NC 28348 224-3578/678-8351 <a href="mailto:LOWERYE@FAYTECHCC.EDU">LOWERYE@FAYTECHCC.EDU</a>	DEAN OF COLLEGE & CAREER READINESS FTCC	DOCTORATE IN EXECUTIVE LEAD.

Graduate-County Citizens' Academy: NO  
Graduate-Institute for Community Leadership: NO  
Graduate-Leadership Fayetteville: NO  
Graduate-United Way's Multi-Cultural Leadership Program: NO  
Graduate-other leadership academy: NC STATE UNIVERSITY EXECUTIVE LEADERSHIP PROGRAM

***CATEGORY: REPRESENTATIVE OF EDUCATION/TRAINING***

MARSH, JOLEE (W/F) 405 BURLWOOD CT FAYETTEVILLE NC 28303 384-9209/678-8217 <a href="mailto:MARSHJ@FAYTECHCC.EDU">MARSHJ@FAYTECHCC.EDU</a>	EDUCATION FTCC	ED.D.
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Graduate-County Citizens' Academy: NO  
Graduate-Institute for Community Leadership: NO  
Graduate-Leadership Fayetteville: NO  
Graduate-United Way's Multi-Cultural Leadership Program: NO  
Graduate-other leadership academy: NO

***CATEGORY: REPRESENTATIVE OF EDUCATION/TRAINING***

MCNEIL, SHEBA (B/F) 2968 CUMBERLAND ROAD FAYETTEVILLE, NC 28306 978-1518/568-5005 <a href="mailto:SHEMC20@GMAIL.COM">SHEMC20@GMAIL.COM</a>	DIRECTOR/CEO CUMBERLAND LEARNING ACADEMY	BA
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\*SERVES ON THE CIVIC CENTER COMMISSION\*  
Graduate-County Citizens' Academy: NO  
Graduate-Institute for Community Leadership: NO  
Graduate-Leadership Fayetteville: NO  
Graduate-United Way's Multi-Cultural Leadership Program: NO  
Graduate-other leadership academy: NO

***CATEGORY: REPRESENTATIVE OF BUSINESS***

PALMER, REV DWIGHT E JR. (B/M) 1139 HELMSLEY DRIVE FAYETTEVILLE NC 28314 868-2575/260-9630/892-6405 <a href="mailto:DEPALMERJR@YAHOO.COM">DEPALMERJR@YAHOO.COM</a>	GENERAL MANAGER DORMAN CADILLAC GMC	BA
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Graduate-County Citizens' Academy: NO  
Graduate-Institute for Community Leadership: NO  
Graduate-Leadership Fayetteville: NO  
Graduate-United Way's Multi-Cultural Leadership Program: NO  
Graduate-other leadership academy: NO

***CATEGORY: REPRESENTATIVE OF BUSINESS***

**APPLICANTS FOR  
CUMBERLAND COUNTY WORKFORCE DEVELOPMENT BOARD Page 6**

NAME/ADDRESS/PHONE	OCCUPATION	EDUCATIONAL BACKGROUND
PRINGLE, PHILICIA (B/F) 4525 WOODSWALLOW DRIVE FAYETTEVILLE NC 28312 843-475-8374/354-1931	PROGRAM DIRECTOR MILLER MOTTE COLLEGE	MS-CRIMINAL JUSTICE

[PHILICIA.PRINGLE@MILLER-MOTTE.EDU](mailto:PHILICIA.PRINGLE@MILLER-MOTTE.EDU)

Graduate-County Citizens' Academy: NO  
Graduate-Institute for Community Leadership: NO  
Graduate-Leadership Fayetteville: NO  
Graduate-United Way's Multi-Cultural Leadership Program: NO  
Graduate-other leadership academy: NO

**CATEGORY: REPRESENTATIVE OF EDUCATION/TRAINING**

PROCTOR, JENNY (W/F) 3086 CRICKET ROAD FAYETTEVILLE NC 28306 818-5246/433-6762	DIRECTOR OF COMMUNITY RELATIONS GREATER FAYETTEVILLE CHAMBER	BS-BUSINESS ADMIN
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[JENNY@FAYBIZ.COM](mailto:JENNY@FAYBIZ.COM)

Graduate-County Citizens' Academy: NO  
Graduate-Institute for Community Leadership: NO  
Graduate-Leadership Fayetteville: YES  
Graduate-United Way's Multi-Cultural Leadership Program: NO  
Graduate-other leadership academy: NO

**CATEGORY: REPRESENTATIVE OF BUSINESS**

SHAW, KIM L (AA/F) 7550 BEVERLY DRIVE FAYETTEVILLE NC 28314 824-7495/331-9690/777-7711	WIOA ADULT SERVICES COORDINATOR CENTRAL CAROLINA COMMUNITY COLLEGE	MASTERS- HUMAN RESOURCES
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[KIM.LEWIS@OUTLOOK.COM](mailto:KIM.LEWIS@OUTLOOK.COM)

Graduate-County Citizens' Academy: NO  
Graduate-Institute for Community Leadership: NO  
Graduate-Leadership Fayetteville: NO  
Graduate-United Way's Multi-Cultural Leadership Program: NO  
Graduate-other leadership academy: NO

**CATEGORY: GENERAL PUBLIC**

SHAW, LASHANDA (B/F) 5209 DELCO ST FAYETTEVILLE NC 28311 476-4244/919-707-5759	ADMINISTRATIVE OFFICER STATE OF NC	DOCTORAL CANDIDATE
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[LASHANDA.SHAW@YAHOO.COM](mailto:LASHANDA.SHAW@YAHOO.COM)

Graduate-County Citizens' Academy: NO  
Graduate-Institute for Community Leadership: NO  
Graduate-Leadership Fayetteville: NO  
Graduate-United Way's Multi-Cultural Leadership Program: NO  
Graduate-other leadership academy: NO

**CATEGORY: GENERAL PUBLIC**



**APPLICANTS FOR  
CUMBERLAND COUNTY WORKFORCE DEVELOPMENT BOARD Page 7**

<b>NAME/ADDRESS/PHONE</b>	<b>OCCUPATION</b>	<b>EDUCATIONAL BACKGROUND</b>
SMALLS, LARRY (B/M) 1418 OLDTOWN DRIVE FAYETTEVILLE NC 28314 633-4167/566-0238 <a href="mailto:WAYNESPEAKS@LWAYNESMALLS.COM">WAYNESPEAKS@LWAYNESMALLS.COM</a> Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO <b>CATEGORY: GENERAL PUBLIC</b>	LEADERSHIP CONSULTANT MOTIVATIONAL SPEAKER	MBA BS
SORRELLS, MARK A. (W/M) 908 CALAMINT LANE FAYETTEVILLE NC 28305 910-678-8370/252-955-4064 <a href="mailto:SORRELLM@FAYTECHCC.EDU">SORRELLM@FAYTECHCC.EDU</a> Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: WILDACRES LEADERSHIP INITIATIVE <b>CATEGORY: REPRESENTATIVE OF EDUCATION/TRAINING</b>	MANAGEMENT FTCC	MASTERS-BUSINESS ADMIN DOCTOR-EDUCATION
STEEGER, REV. PAUL (W/M) 3771 RAMSEY STREET FAYETTEVILLE NC 28311 514-9573/918-284-7801 <a href="mailto:PRESIDENT@SMICONSULTANCY.ORG">PRESIDENT@SMICONSULTANCY.ORG</a> Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO <b>CATEGORY: REPRESENTATIVE OF BUSINSS</b>	LEADERSHIP & MGMT CONSULTANT OWNER OF COMPANY	BA
STEWART, TONI (B/F) 3951 BROOKGREEN DRIVE FAYETTEVILLE NC 28304 910-476-4444 <a href="mailto:MSTONISTEWART@GMAIL.COM">MSTONISTEWART@GMAIL.COM</a> Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: FAYETTEVILLE CITIZENS ACADEMY <b>CATEGORY: GENERAL PUBLIC</b>	SPECIAL PROJECTS MANAGER TRUE VINE MINISTRIES	AA BS



## **CLERK TO THE BOARD OF COMMISSIONERS**

### **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MAY 20, 2019**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: KELLIE BEAM, DEPUTY CLERK TO THE BOARD**

**DATE: 5/14/2019**

**SUBJECT: ABC BOARD (2 VACANCIES)**

#### **BACKGROUND**

The ABC Board has the following two (2) upcoming vacancies:

**Frances Jackson** - completed first term. Eligible for reappointment.

**Alex Warner** – completed first term. Eligible for reappointment.

I have attached the current membership list and applicant list for this board.

#### **RECOMMENDATION / PROPOSED ACTION**

**Nominate individuals to fill the two (2) vacancies above.**

#### **ATTACHMENTS:**

Description

ABC Board Nomination Backup Information

Type

Backup Material

### **ABC Board**

The Alcoholic Beverage Control Board has control and jurisdiction over the sale and distribution of alcoholic beverages.

**Statutory Authorization:** NCGS 18B-700

**Member Specifications:**

5 Members

**Term:** 3 Years

**Compensation:** Chairman: \$250/month; Other members: \$200/month

**Duties:**

- has power and authority to adopt rules and regulations governing the operation of stores;
- locate, furnish and equip stores and provide management of the same;
- direct the duties and services of all employees;
- perform other activities authorized or required by the ABC law (G.S. 18B-701/702).

The Finance Officer or a properly designated Deputy Finance Officer shall sign all checks for the ABC System. The Chairman of the Board or General Manager shall countersign these checks.

**Meetings:** Second Monday of each month at 6:00 PM. The average length of a meeting is approximately one hour.

**Meeting Location:** ABC Board Office Conference Room 1705 Owen Drive Fayetteville, NC

## ABC BOARD

## 3 Year Term

Name/Address	Date Appointed	Term	Expires	Eligible For Reappointment
Paul Crenshaw 313 SpringBrooke Pl Fayetteville, NC 28305 223-2709/964-3811/222-1000 <a href="mailto:Pcrenshaw11@hotmail.com">Pcrenshaw11@hotmail.com</a>	6/18	1st	June/20 6/30/20	Yes
(serving unexpired term; eligible for one additional three-year term)				
Harold Lee Boughman Jr. 282 Skye Drive Fayetteville, NC 28303 484-4589/978-2293/223-1400 <a href="mailto:lee.boughman@abb-law.com">lee.boughman@abb-law.com</a>	6/18	1st	June/21 6/30/21	Yes
Alex Warner 4333 Legion Road Hope Mills, NC 28348 424-0030/424-5350/309-7777 <a href="mailto:carleensofhopemills@gmail.com">carleensofhopemills@gmail.com</a>	10/18	1st	June/19 6/30/19	Yes
(serving unexpired term; eligible for two additional terms)				
Frances Jackson 5489 Robmont Drive Fayetteville, NC 28306 910-423-3649	6/16	1st	June/19 6/30/19	Yes
Tammy Sinclair Graham 2951 Cosmo Place Apt H Fayetteville, NC 28304 797-1405/483-1382 <a href="mailto:tfgmom@gmail.com">tfgmom@gmail.com</a>	6/17	1st	June/20 6/30/20	Yes

Commissioner Liaison : Commissioner Larry Lancaster

Regular Meetings: 2nd Monday of the month at 6:00 PM in the conference room at the ABC office at 1705 Owen Drive, Fayetteville, NC 28304.

Contact: ABC Board Director David Horne  
PO Box 64957  
Fayetteville, NC 28306  
484-8167  
[carolyn.parker@cumberlandabc.com](mailto:carolyn.parker@cumberlandabc.com)



**APPLICANTS FOR  
ABC BOARD**

<b><u>NAME/ADDRESS/TELEPHONE</u></b>	<b><u>OCCUPATION</u></b>	<b><u>EDUCATIONAL BACKGROUND</u></b>
<b>ALEXANDER, LANISHA (B/F)</b> 5205 DAKOTA COURT FAYETTEVILLE NC 28303 609-733-7574/299-6084 <a href="mailto:LANISHA_ALEXANDER@AOL.COM">LANISHA_ALEXANDER@AOL.COM</a> Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO <b>CATEGORY: GENERAL PUBLIC</b>	NONE LISTED	HIGH SCHOOL
<b>BROWN-COOK, PAULA (B/F)</b> 3500 BENNETT DRIVE FAYETTEVILLE NC 28301 703-8399/709-8595/483-0153 <a href="mailto:PHOWARD924@YAHOO.COM">PHOWARD924@YAHOO.COM</a> Graduate-County Citizens' Academy: YES Graduate-Institute for Community Leadership: YES Graduate-Leadership Fayetteville: YES Graduate-United Way's Multi-Cultural Leadership Program: YES Graduate-other leadership academy: NO <b>CATEGORY: GENERAL PUBLIC</b>	TEACHER CC SCHOOLS	MASTERS-ED
<b>DAWKINS, JUDY (W/F)</b> 2004 MORGANTON ROAD FAYETTEVILLE NC 28305 323-4974/237-6785 <a href="mailto:JMWDANKINS@GMAIL.COM">JMWDANKINS@GMAIL.COM</a> Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: YES Graduate-other leadership academy: NO <b>CATEGORY: GENERAL PUBLIC</b>	RETIRED CIVIL SERVICE	SOME COLLEGE
<b>DEVIERE, KIRK (W/M)</b> 513 OAKRIDGE AVE FAYETTEVILLE NC 28305 910-273-8388 <a href="mailto:KIRK@DEVIERE.COM">KIRK@DEVIERE.COM</a> Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: YES Graduate-Leadership Fayetteville: YES Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO <b>CATEGORY: GENERAL PUBLIC</b>	BUSINESS OWNER 219 GROUP	BA MA

ABC BOARD APPLICANTS, PAGE 2

NAME/ADDRESS/TELEPHONE	OCCUPATION	EDUCATIONAL BACKGROUND
<b>ERVIN, ANTONIO (B/M)</b> 5116 LIME STREET FAYETTEVILLE NC 28314 488-6020/904-233-3785/485-3400 <a href="mailto:WTW_INC_COO@YAHOO.COM">WTW_INC_COO@YAHOO.COM</a> Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO <b>CATEGORY: GENERAL PUBLIC</b>	<b>MULTI-UNIT RESTAURANT</b> <b>WORTH WEIGHT INC</b>	<b>BACHELORS</b>
<b>FAIRLEY, ROLAND ANTHONY (B/M)</b> 219 MURRAY FORK DRIVE FAYETTEVILLE NC 28314 229-2456/426-4061/678-2516 <a href="mailto:BLESSED948@AOL.COM">BLESSED948@AOL.COM</a> Graduate-County Citizens' Academy: YES Graduate-Institute for Community Leadership: YES Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO <b>CATEGORY: GENERAL PUBLIC</b>	<b>TESTING CLERK</b> <b>CC SCHOOLS</b>	<b>HIGH SCHOOL</b>
<b>HARPER, STEVE (B/M)</b> 5707 BASHFORD COURT FAYETTEVILLE NC 28304 425-9643/988-7004 <a href="mailto:CORNELIUS@EMBARQMAIL.COM">CORNELIUS@EMBARQMAIL.COM</a> Graduate-County Citizens' Academy: YES Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: FAYETTEVILLE CITIZENS ACADEMY <b>CATEGORY: GENERAL PUBLIC</b>	<b>RETIRED OPERATION MANAGER</b>	<b>HIGH SCHOOL</b>
<b>HOLMES, KIM (B/F)</b> 3050 JAMES DAIL ROAD EASTOVER NC 28312 824-1000 <a href="mailto:KIMHOLMES2@GMAIL.COM">KIMHOLMES2@GMAIL.COM</a> Graduate-County Citizens' Academy: YES Graduate-Institute for Community Leadership: YES Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO <b>CATEGORY: GENERAL PUBLIC</b>	<b>CUSTOMER SERVICE CALL CENTER</b> <b>PWC</b>	<b>SOME COLLEGE</b>



**ABC BOARD APPLICANTS, PAGE 3**

<b>NAME/ADDRESS/TELEPHONE</b>	<b>OCCUPATION</b>	<b>EDUCATIONAL BACKGROUND</b>
<b>HOWARD, PAULA BROWN (B/F)</b> 3500 BENNETT DRIVE FAYETTEVILLE NC 28301 709-8595/483-0153 <a href="mailto:PHOWARD924@YAHOO.COM">PHOWARD924@YAHOO.COM</a> Graduate-County Citizens' Academy: YES Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: YES Graduate-other leadership academy: JUNIOR LEAGUE OF FAYETTEVILLE <b>CATEGORY: GENERAL PUBLIC</b>	TEACHER	BS-PSYCHOLOGY M.ED
<b>JEFFRIES, DOROTHY M. (B/F)</b> 636 SUGARIDGE LANE FAYETTEVILLE, NC 28311 910-489-3369 <a href="mailto:LADYDVS123@GMAIL.COM">LADYDVS123@GMAIL.COM</a> Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO <b>CATEGORY: GENERAL PUBLIC</b>	SOCIAL WORKER RETIRED CIVIL SERVICE	BSW/MSW
<b>KNIGHT, KIM (B/M)</b> 747 ASHFIELD DRIVE FAYETTEVILLE, NC 28311 920-1101/337-8828 <a href="mailto:KLKNIGHT8@GMAIL.COM">KLKNIGHT8@GMAIL.COM</a> Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO <b>CATEGORY: GENERAL PUBLIC</b>	SEMI RETIRED CARE GIVER	ASSOCIATES – CRIMINAL JUSTICE
<b>MCLAURIN, MONITA R. (-/F)</b> 7479 CEDAR CREEK ROAD FAYETTEVILLE NC 28312 273-1201/433-2050 <a href="mailto:MONITAMAC@GMAIL.COM">MONITAMAC@GMAIL.COM</a> Graduate-County Citizens' Academy: No Graduate-Institute for Community Leadership: No Graduate-Leadership Fayetteville: No Graduate-United Way's Multi-Cultural Leadership Program: No Graduate-other leadership academy: No <b>CATEGORY: GENERAL PUBLIC</b>	BUSINESS OWNER TRANSPORTATION	MPA – PUBLIC ADMIN

**ABC BOARD APPLICANTS, PAGE 4**

<b>NAME/ADDRESS/TELEPHONE</b>	<b>OCCUPATION</b>	<b>EDUCATIONAL BACKGROUND</b>
<b>MEHTA, NAYNESH (AI/M)</b> 229 FOREST CREEK DRIVE FAYETTEVILLE NC 28303 494-2037/689-0799 <a href="mailto:NSMEHTA@5POINTSNC.COM">NSMEHTA@5POINTSNC.COM</a> Graduate-County Citizens' Academy: No Graduate-Institute for Community Leadership: No Graduate-Leadership Fayetteville: No Graduate-United Way's Multi-Cultural Leadership Program: No Graduate-other leadership academy: No <b>CATEGORY: GENERAL PUBLIC</b>	<b>HOTEL MANAGEMENT</b> FIVE POINTS HOSPITALITY	<b>BACHELORS-COMPUTER ENGINEERING</b>
<b>MILLER, SHERRY ELAINE (O/F)</b> 944 DALMORE DRIVE FAYETTEVILLE NC 28311 829-9992/485-5004/494-2008 <a href="mailto:SHERRYMILLER121@GMAIL.COM">SHERRYMILLER121@GMAIL.COM</a> Graduate-County Citizens' Academy: No Graduate-Institute for Community Leadership: No Graduate-Leadership Fayetteville: No Graduate-United Way's Multi-Cultural Leadership Program: No Graduate-other leadership academy: No <b>CATEGORY: GENERAL PUBLIC</b>	<b>ATTORNEY</b> MILLER & ILLIKAINEN	<b>DOCTORATE</b>
<b>NELSON, HELEN L. (B/F)</b> 3208 HIGH PLAINS DRIVE HOPE MILLS NC 28348 483-7775/709-1390/483-7775 <a href="mailto:NELSONPNOSLEN33@AOL.COM">NELSONPNOSLEN33@AOL.COM</a> Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO <b>CATEGORY: JUVENILE DEFENSE ATTORNEY</b>	<b>LAWYER</b> HELEN NELSON & ASSOCIATES	<b>BA-CUM LAUDE JD</b>
<b>PERRIER, PHILLIP (-/M)</b> 5838 BEAR CREEK CIRCLE FAYETTEVILLE NC 28304 DID NOT LEAVE COMPLETE PHONE NUMBER ON APP <a href="mailto:PTPERRIER@GMAIL.COM">PTPERRIER@GMAIL.COM</a> Graduate-County Citizens' Academy: YES Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: ARMY LEADERSHIP COURSE <b>CATEGORY: GENERAL PUBLIC</b>	<b>FINANCE PROFESSIONAL</b> PRESIDENT PT FINANCIAL MGMT	<b>BS-ECONOMICS</b>

ABC BOARD APPLICANTS, PAGE 5

NAME/ADDRESS/TELEPHONE	OCCUPATION	EDUCATIONAL BACKGROUND
PREMAN, JANELLE A. (W/F) 4611 MORNING STAR LANE HOPE MILLS NC 28348 425-7814/584-2722/243-1086 <a href="mailto:GIPREMAN@HOTMAIL.COM">GIPREMAN@HOTMAIL.COM</a> Graduate-County Citizens' Academy: YES Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO <b>CATEGORY: GENERAL PUBLIC</b>	CHIEF, PERSONNEL SECURITY JOINT SPECIAL OPERATIONS COMMAND	BACHELORS - BUSINESS ADMIN.
SATISKY, STEPHEN R. (W/M) 219 DEVANE STREET FAYETTEVILLE NC 28305 483-9344/483-2920 <a href="mailto:SATISKY@AOL.COM">SATISKY@AOL.COM</a> Graduate-County Citizens' Academy: No Graduate-Institute for Community Leadership: No Graduate-Leadership Fayetteville: No Graduate-United Way's Multi-Cultural Leadership Program: No Graduate-other leadership academy: No <b>CATEGORY: GENERAL PUBLIC</b>	RETIRED	SOME COLLEGE
TALLY, WILLIAM LOCKETT (W/M) 2222 BAYVIEW DRIVE FAYETTEVILLE NC 28305 489-3533/483-4175 <a href="mailto:LOCKETTALLYANDTALLY@GMAIL.COM">LOCKETTALLYANDTALLY@GMAIL.COM</a> Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO <b>CATEGORY: GENERAL PUBLIC</b>	ATTORNEY TALLY & TALLY, ATTYS & COUNSELORS	COLLEGE
WAGNER, REV RICHARD (W/M) 2074 LOGANBERRY DRIVE FAYETTEVILLE NC 28304 867-5634/578-1227 <a href="mailto:REV.WAGNER@GMAIL.COM">REV.WAGNER@GMAIL.COM</a> Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO <b>CATEGORY: GENERAL PUBLIC</b>	BISHOP LUTHERAN ORTHODOX CHURCH	BA



ABC BOARD APPLICANTS, PAGE 6

<u>NAME/ADDRESS/TELEPHONE</u>	<u>OCCUPATION</u>	<u>EDUCATIONAL BACKGROUND</u>
<p>WILDERMAN, MARK (W/M)            222 QUEENSBERRY DRIVE            FAYETTEVILLE NC 28303            964-2050/864-4633  <a href="mailto:MARK.WILDERMAN@YAHOO.COM">MARK.WILDERMAN@YAHOO.COM</a>            Graduate-County Citizens' Academy: No            Graduate-Institute for Community Leadership: No            Graduate-Leadership Fayetteville: YES            Graduate-United Way's Multi-Cultural Leadership Program: No            Graduate-other leadership academy: No  <b>CATEGORY: GENERAL PUBLIC</b></p>	<p>PRESIDENT            SAAM'S PARTY TENTS</p>	<p>SOME COLLEGE</p>
<p>WILLIFORD, CARL PAT (W/M)            111 JOHN ST            FAYETTEVILLE NC 28305            624-6696/484-2168  <a href="mailto:PAT@WHCFAY.COM">PAT@WHCFAY.COM</a>            Graduate-County Citizens' Academy: NO            Graduate-Institute for Community Leadership: NO            Graduate-Leadership Fayetteville: NO            Graduate-United Way's Multi-Cultural Leadership Program: NO            Graduate-other leadership academy: NO  <b>CATEGORY: GENERAL PUBLIC</b></p>	<p>CPA            WILLIFORD HOUSTON &amp; CO</p>	<p>BS-BUSINESS ADMIN.</p>



## **CLERK TO THE BOARD OF COMMISSIONERS**

### **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MAY 20, 2019**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: KELLIE BEAM, DEPUTY CLERK TO THE BOARD**

**DATE: 5/14/2019**

**SUBJECT: JURY COMMISSION (1 VACANCY)**

#### **BACKGROUND**

At their meeting on May 6, 2019, the Board of Commissioners nominated the following individual to fill one (1) upcoming vacancy on the Jury Commission:

NOMINEE(S)

**Scott Flowers** (new appointment)

I have attached the current membership list for this commission.

#### **RECOMMENDATION / PROPOSED ACTION**

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

#### **ATTACHMENTS:**

Description

Jury Commission Membership Roster

Type

Backup Material

## JURY COMMISSION

## 2 Year Term

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
Steve Harper 5707 Bashford Court Fayetteville, NC 28304 910-425-9643	6/17	2 <sup>nd</sup>	June/19 6/30/19	No

Perry Evans – Clerk of Court's Appointee

Gary Weller – Judge Ammons' Appointee

(The other two are appointed (1) by the Senior Resident Superior Court Judge and (1) by the Clerk of Superior Court.)

Contact: Ellen B. Hancox, Trial Court Administrator – 475-3271, fax # 678-2975  
or Sue Buford at 475-3266

No regular meeting schedule. (Usually meet in September and November.)



## **ENGINEERING AND INFRASTRUCTURE DEPARTMENT**

### **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MAY 20, 2019**

**TO: BOARD OF COUNTY COMMISSIONERS**

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

**DATE: 5/13/2019**

**SUBJECT: CUMBERLAND COUNTY BRAGG ESTATES SANITARY SEWER EASEMENT**

#### **BACKGROUND**

The Board of Commissioners (BOC) accepted and approved the Letter of Conditions from USDA Rural Development for the Bragg Estates Loan and Grant at their meeting on December 15, 2014. The following conditions were accepted; a Rural Utilities Service (RUS) loan not to exceed \$497,000, a RUS grant not to exceed \$1,453,000, and a contribution from Cumberland County of \$50,000 for a total project cost of \$2,000,000.

The Public Utilities Division has been working with McGill Associates and the Department of the Army, Corps of Engineers, to acquire a utility easement for the sewer installation across property that is owned by the Corps of Engineers. The request for an easement was sent to the Corps of Engineers in 2017 and had to move through their procedural processes before getting to this step of execution of an agreement. Staff and the engineering firm of McGill Associates have met with and communicated with staff from different agencies within the Corps of Engineers in order to meet their administrative procedures. USDA Rural Development Staff, Judy Hunt and Steve Smith, have been involved throughout this process to assist in every way that they could to help move the project forward. The need for this easement is extremely critical as it provides the most cost-effective route for the construction of the sanitary sewer system to serve the Bragg Estates Subdivision.

#### **RECOMMENDATION / PROPOSED ACTION**

At the May 9, 2019 Agenda Session Meeting, the Board of Commissioners approved placing the proposed actions as a Consent Item on both the May 20, 2019 Board of Commissioner's Meeting and the May 20, 2019 Bragg Estates Water and Sewer District Meeting:

1. Execute Easement No. DACA21-2-19-0022 with the Department of the Army, Corps of Engineers, for the construction of the Bragg Estates Sanitary Sewer System.



2. Approve payment for easement in the amount of \$7,340.

**ATTACHMENTS:**

Description

Type

Easement Maps

Backup Material

Easement Document

Backup Material

## Exhibit A

Three permanent sewer easements and five temporary construction easements all situated on the property of the United States Government as described in Deed Book 4598, Page 357 and shown in Plat Book 93, Page 119, being located in the Manchester Township, Cumberland County, North Carolina, and being more particularly described as follows:

### PERMANENT SEWER EASEMENT No. 1

Commence at the NGS concrete monument "U 2519 CB" PID AJ8063 (NAD83(2011) N:491532.42 E:1996637.89); thence North 00°58'46" East, 35016.49 feet to a one half inch open top iron pin found at the intersection of the northern right-of-way of Vass Road (Highway 390) and the western right-of-way of the abandoned Atlantic Coast Railroad right-of-way, and being the southeastern corner of Lot 1, Block A as shown in Plat Book 29, Page 10; thence along the northern right-of-way of Vass Road, South 74°03'30" East, 49.72 feet to the point of beginning of the permanent sewer easement herein described; thence from said **POINT OF BEGINNING**, and leaving said northern road right-of-way, North 34°57'08" West, 61.17 feet; thence North 22°59'38" West, 323.27 feet; thence South 84°37'25" West, 33.55 feet to a point on the eastern boundary of Bragg Estates, Section 2 as recorded in Plat Book 30, Page 36; thence along said eastern boundary, North 23°56'25" West, 31.65 feet; thence leaving said eastern boundary, North 84°37'25" East, 33.57 feet; thence North 24°23'18" West, 430.86 feet; thence South 78°11'37" West, 29.31 feet to a point on the eastern boundary of Bragg Estates, Section 2 as recorded in Plat Book 30, Page 36; thence along said eastern boundary, North 24°41'10" West, 6.94 feet to a two inch pipe found; thence leaving said eastern boundary, North 23°57'39" West, 23.77 feet; thence North 78°11'37" East, 59.92 feet; thence South 24°23'18" East, 476.12 feet; thence South 22°59'38" East, 331.29 feet; thence South 34°57'08" East, 94.94 feet to a point on the northern right-of-way of Vass Road; thence along said northern road right-of-way, North 74°03'30" West, 3.46 feet to a one quarter inch rebar found in the base of a tree; thence continuing along said northern right-of-way, North 74°03'30" West, 44.11 feet to the point of beginning. Containing 0.656 ACRES.

### TEMPORARY CONSTRUCTION EASEMENT No. 2

Commence at the NGS concrete monument "U 2519 CB" PID AJ8063 (NAD83(2011) N:491532.42 E:1996637.89); thence North 00°58'46" East, 35016.49 feet to a one half inch open top iron pin found at the intersection of the northern right-of-way of Vass Road (Highway 390) and the western right-of-way of the abandoned Atlantic Coast Railroad right-of-way, and being the southeastern corner of Lot 1, Block A as shown in Plat Book 29, Page 10; thence along the northern right-of-way of Vass Road, South 74°03'30" East, 93.83 feet to a one quarter inch rebar found in the base of a tree; thence continuing along said northern right-of-way, South 74°03'30" East, 3.46 feet to the point of beginning of the temporary construction easement herein described; thence from said **POINT OF BEGINNING**, and leaving said northern road right-of-way, North 34°57'08" West, 38.99 feet; thence North 13°20'57" East, 7.83 feet; thence South 75°09'57" East, 10.27 feet to a point on the eastern right-of-way of the abandoned Atlantic Coast Railroad right-of-way; thence along said abandoned railroad right-of-way, South 23°51'43" East, 42.46 feet to a point on the northern right-of-way of Vass Road (Highway 390); thence along said northern road right-of-way, North 74°03'30" West, 6.84 feet to the point of beginning. Containing 0.009 ACRES.

### **TEMPORARY CONSTRUCTION EASEMENT No. 3**

Commence at the NGS concrete monument "U 2519 CB" PID AJ8063 (NAD83(2011) N:491532.42 E:1996637.89); thence North 00°58'46" East, 35016.49 feet to a one half inch open top iron pin found at the intersection of the northern right-of-way of Vass Road (Highway 390) and the western right-of-way of the abandoned Atlantic Coast Railroad right-of-way, and being the southeastern corner of Lot 1, Block A as shown in Plat Book 29, Page 10; thence along the northern right-of-way of Vass Road, South 74°03'30" East, 93.83 feet to a one quarter inch rebar found in the base of a tree; thence continuing along said northern road right-of-way, South 74°03'30" East, 10.30 feet to a point on the eastern right-of-way of the abandoned Atlantic Coast Railroad right-of-way and the point of beginning of the temporary construction easement herein described; thence from said **POINT OF BEGINNING**, leaving said northern right-of-way and along said abandoned railroad right-of-way, North 23°51'43" West, 42.46 feet; thence leaving said abandoned railroad right-of-way, South 75°09'57" East, 34.85 feet; thence South 14°13'51" West, 33.30 feet to a point on the northern right-of-way of Vass Road (Highway 390); thence along said northern road right-of-way, North 74°03'30" West, 8.66 feet to the point of beginning. Containing 0.017 ACRES.

### **TEMPORARY CONSTRUCTION EASEMENT No. 4**

Commence at the NGS concrete monument "U 2519 CB" PID AJ8063 (NAD83(2011) N:491532.42 E:1996637.89); thence North 00°58'46" East, 35016.49 feet to a one half inch open top iron pin found at the intersection of the northern right-of-way of Vass Road (Highway 390) and the western right-of-way of the abandoned Atlantic Coast Railroad right-of-way, and being the southeastern corner of Lot 1, Block A as shown in Plat Book 29, Page 10; thence along the northern right-of-way of Vass Road, South 74°03'30" East, 93.83 feet to a one quarter inch rebar found in the base of a tree; thence continuing along said northern road right-of-way, South 74°03'30" East, 89.35 feet to the point of beginning of the temporary construction easement herein described; thence from said **POINT OF BEGINNING**, and leaving said northern road right-of-way, North 16°39'44" East, 33.73 feet; thence South 73°20'16" East, 45.01 feet; thence South 16°39'44" West, 33.17 feet to a point on the northern right-of-way of Vass Road (Highway 390); thence along said northern road right-of-way, North 74°03'30" West, 45.01 feet to the point of beginning. Containing 0.035 ACRES.

### **TEMPORARY CONSTRUCTION EASEMENT No. 5**

Commence at the NGS concrete monument "U 2519 CB" PID AJ8063 (NAD83(2011) N:491532.42 E:1996637.89); thence North 00°58'46" East, 35016.49 feet to a one half inch open top iron pin found at the intersection of the northern right-of-way of Vass Road (Highway 390) and the western right-of-way of the abandoned Atlantic Coast Railroad right-of-way, and being the southeastern corner of Lot 1, Block A as shown in Plat Book 29, Page 10; thence leaving said northern road right-of-way, South 23°51'43" East, 78.10 feet to a point at the intersection of the eastern boundary of Bragg Estates, Section 1 as recorded in Plat Book 29, Page 10 and the southern right-of-way of Vass Road (Highway 390); thence along said southern road right-of-way, South 73°53'12" East, 15.71 feet to the point of beginning of the temporary construction easement herein described; thence from said **POINT OF BEGINNING**, and along said southern road right-of-way, South 73°53'12" East, 45.03 feet; thence leaving said southern road right-of-way, South 14°37'16" West, 30.37 feet; thence North 75°22'44" West, 35.31 feet to a point on the eastern boundary of Bragg Estates, Section 1 as recorded in Plat Book 29, Page 10; thence along said eastern boundary,

North 23°51'43" West, 15.58 feet; thence leaving said eastern boundary, North 14°37'16" East, 19.35 feet to the point of beginning. Containing 0.031 ACRES.

#### **PERMANENT SEWER EASEMENT No. 6**

Commence at the NGS concrete monument "U 2519 CB" PID AJ8063 (NAD83(2011) N:491532.42 E:1996637.89); thence North 00°58'46" East, 35016.49 feet to a one half inch open top iron pin found at the intersection of the northern right-of-way of Vass Road (Highway 390) and the western right-of-way of the abandoned Atlantic Coast Railroad right-of-way, and being the southeastern corner of Lot 1, Block A as shown in Plat Book 29, Page 10; thence leaving said northern road right-of-way, South 23°51'43" East, 78.10 feet to a point at the intersection of the eastern boundary of Bragg Estates, Section 1 as recorded in Plat Book 29, Page 10 and the southern road right-of-way of Vass Road (Highway 390); thence leaving said southern road right-of-way and along said eastern boundary, South 23°51'43" East, 174.66 feet to the point of beginning of the permanent sewer easement herein described; thence from said **POINT OF BEGINNING**, and leaving said eastern boundary, South 74°14'15" East, 37.16 feet; thence South 26°01'02" East, 22.59 feet; thence North 51°24'51" East, 18.33 feet; thence North 12°13'04" West, 153.84 feet to a point on the southern right-of-way for Vass Road (Highway 390); thence along said southern road right-of-way, South 73°53'12" East, 2.28 feet to a point at the intersection of the southern right-of-way for Vass Road (Highway 390) and the eastern right-of-way of the abandoned Atlantic Coast Railroad right-of-way; thence leaving said southern road right-of-way and along said abandoned railroad right-of-way, South 23°51'43" East, 138.72 feet; thence leaving said abandoned railroad right-of-way South 12°13'04" East, 35.50 feet; thence South 51°24'51" West, 5.58 feet; thence South 12°13'04" East, 67.53 feet; thence South 23°35'50" East, 255.92 feet; thence South 23°47'38" East, 376.42 feet; thence South 23°39'31" East, 393.91 feet; thence South 23°44'04" East, 307.33 feet; thence South 63°31'08" West, 50.15 feet to a point on the eastern boundary of Bragg Estates, Section 7 as recorded in Plat Book 36, Page 46; thence along said eastern boundary, North 22°26'35" West, 20.02 feet; thence leaving said eastern boundary, North 63°31'08" East, 30.16 feet; thence North 23°44'02" West, 288.27 feet; thence North 23°39'31" West, 393.90 feet; thence North 23°47'38" West, 376.43 feet; thence North 23°35'50" West, 257.95 feet; thence North 12°13'04" West, 59.60 feet; thence South 51°24'51" West, 47.40 feet to a point on the eastern boundary of Bragg Estates, Section 3 as recorded in Plat Book 31, Page 31; thence along said eastern boundary, North 23°51'43" West, 85.04 feet to the point of beginning. Containing 0.792 ACRES.

#### **TEMPORARY CONSTRUCTION EASEMENT No. 7**

Commence at the NGS concrete monument "U 2519 CB" PID AJ8063 (NAD83(2011) N:491532.42 E:1996637.89); thence North 00°58'46" East, 35016.49 feet to a one half inch open top iron pin found at the intersection of the northern right-of-way of Vass Road (Highway 390) and the western right-of-way of the abandoned Atlantic Coast Railroad right-of-way, and being the southeastern corner of Lot 1, Block A as shown in Plat Book 29, Page 10; thence leaving said northern road right-of-way, South 23°51'43" East, 78.10 feet to a point at the intersection of the eastern boundary of Bragg Estates, Section 1 as recorded in Plat Book 29, Page 10 and the southern right-of-way of Vass Road (Highway 390); thence along said southern road right-of-way, South 73°53'12" East, 136.20 feet to the point of beginning of the temporary construction easement herein described; thence from said **POINT OF BEGINNING**, and along said southern road right-of-way, South 73°53'12" East, 42.39 feet; thence leaving said southern road right-of-way, South 16°39'44" West, 29.86 feet; thence North 73°20'16" West, 26.14 feet; thence North 12°13'04" West, 33.63 feet to the point of beginning. Containing 0.023 ACRES.

## **PERMANENT SEWER EASEMENT No. 8**

Commence at the NGS concrete monument "U 2519 CB" PID AJ8063 (NAD83(2011) N:491532.42 E:1996637.89); thence North 00°58'46" East, 35016.49 feet to a one half inch open top iron pin found at the intersection of the northern right-of-way of Vass Road (Highway 390) and the western right-of-way of the abandoned Atlantic Coast Railroad right-of-way, and being the southeastern corner of Lot 1, Block A as shown in Plat Book 29, Page 10; thence leaving said northern road right-of-way, South 23°51'43" East, 78.10 feet to a point at the intersection of the eastern boundary of Bragg Estates, Section 1 as recorded in Plat Book 29, Page 10 and the southern right-of-way of Vass Road (Highway 390); thence along said southern road right-of-way, South 73°53'12" East, 104.40 feet to a point located at the intersection of the southern right-of-way for Vass Road (Highway 390) and the eastern right-of-way of the abandoned Atlantic Coast Railroad right-of-way and the point of beginning of the permanent sewer easement herein described; thence from said **POINT OF BEGINNING**, and along said southern road right-of-way, South 73°53'12" East, 31.80 feet; thence leaving said road right-of-way, South 12°13'04" East, 120.76 feet to the eastern right-of-way of the abandoned Atlantic Coast Railroad right-of-way; thence along said abandoned railroad right-of-way, North 23°51'43" West, 138.72 feet to the point of beginning. Containing 0.039 ACRES.



**DEPARTMENT OF THE ARMY  
EASEMENT FOR SEWER LINE  
FORT BRAGG  
CUMBERLAND COUNTY, NORTH CAROLINA**

**THE SECRETARY OF THE ARMY** under and by virtue of the authority vested in the Secretary by Title 10, United States Code, Section 2668, having found that the granting of this easement will be in the public interest and will not substantially injure the interests of the United States, hereby grants to **BRAGG ESTATES WATER AND SEWER DISTRICT** duly organized and existing under and by virtue of the laws of the State of North Carolina, with its principal office located in Fayetteville, North Carolina, hereinafter referred to as the Grantee, a utility easement to upgrade a sewer referred to as the facilities, over, across, in and upon lands of the United States as identified on EXHIBIT(S) "**A**" and "**B**", hereinafter referred to as the premises, and which are attached hereto and made a part hereof.

**THIS EASEMENT** is granted subject to the following conditions.

**1. TERM**

a. This easement is hereby granted for a term of Fifty (50) years, beginning **May 24, 2019** and ending **May 23, 2069**.

b. A temporary easement for construction is hereby granted for a term of Two (2) years beginning **May 24, 2019** and ending **May 23, 2021**, or upon notification that construction and restoration is complete.

**2. CONSIDERATION**

The Grantee shall pay in advance to the United States the amount of **Seven Thousand Three Hundred and Forty Dollars (7,340.00)**, in full for the ten year term to the order of Finance and Accounting Officer, US Army Corps of Engineers, and delivered to the Real Estate Contracting Officer, US Army Corps of Engineers, Savannah District, ATTN: Chief, Real Estate Division, 100 West Oglethorpe Avenue, Savannah, Georgia 31401.

**3. NOTICES**

All correspondence and notices to be given pursuant to this easement shall be addressed, if to the Grantee, to Cumberland County Engineering & Infrastructure Department, PO Box 1829, Fayetteville, NC 28302 and, if to the United States, to the District Engineer, Attention: Chief, Real Estate Division, Savannah District, 100 West Oglethorpe Avenue, Savannah, Georgia 31401, or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope or wrapper addressed as aforesaid, and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service.



**4. AUTHORIZED REPRESENTATIVES**

Except as otherwise specifically provided, any reference herein to "Secretary", "Real Estate Contracting officer", "Installation Commander", or "said officer" shall include their duly authorized representatives. Any reference to "Grantee" shall include assignees, transferees and their duly authorized representatives.

**5. SUPERVISION BY THE REAL ESTATE CONTRACTING OFFICER**

The construction, operation, maintenance, repair or replacement of said facilities, including culverts and other drainage facilities, shall be performed at no cost or expense to the United States and subject to the approval of the Garrison Commander, Fort Bragg, North Carolina, hereinafter referred to as said officer. Upon the completion of any of the above activities, the Grantee shall immediately restore the premises to the satisfaction of said officer. The use and occupation of the premises for the purposes herein granted shall be subject to such rules and regulations as said officer prescribes in writing from time to time.

**6. APPLICABLE LAWS AND REGULATIONS**

The Grantee shall comply with all applicable Federal, state, county and municipal laws, ordinances and regulations wherein the premises are located.

**7. CONDITION OF PREMISES**

The Grantee acknowledges that it has inspected the premises, knows the condition, and understands that the same is granted without any representation or warranties whatsoever and without any obligation on the part of the United States.

**8. INSPECTION AND REPAIRS**

The Grantee shall inspect the facilities at reasonable intervals and immediately repair any defects found by such inspection or when required by said officer to repair any such defects.

**9. PROTECTION OF GOVERNMENT PROPERTY**

The Grantee shall be responsible for any damage that may be caused to the property of the United States by the activities of the Grantee under this easement and shall exercise due diligence in the protection of all property located on the premises against fire or damage from any and all other causes. Any property of the United States damaged or destroyed by the Grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the Grantee to a condition satisfactory to said officer, or at the election of said officer, reimbursement made therefor by the Grantee in an amount necessary to restore or replace the property to a condition satisfactory to said officer.

**10. RIGHT TO ENTER**

The right is reserved to the United States, its officers, agents, and employees to enter upon the premises at any time and for any purpose necessary or convenient in connection with government purposes, to make inspections, to remove timber or other material, except property of the Grantee and/or to make any other use of the lands as may be necessary in connection with government purposes, and the Grantee shall have no claim for damages on account thereof against the United States or any officer, agent, or employee thereof.

**11. TRANSFERS AND ASSIGNMENTS**

Without prior written approval by said District Engineer, the Grantee shall neither transfer nor assign this easement or any part thereof nor grant any interest, privilege or license whatsoever in connection with this easement. The provisions and conditions of this easement shall extend to and be binding upon and shall inure to the benefit of the representatives, successors and assigns of the Grantee.

**12. INDEMNITY**

The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property or injuries to the person of the Grantee's officers, agents, or employees or others who may be on the premises at their invitation or the invitation of any one of them, and the Grantee shall hold the United States harmless from any and all such claims not including damages due to the fault or negligence of the United States or its contractors.

**13. SUBJECT TO EASEMENTS**

This easement is subject to all other existing easements, or those subsequently granted as well as established access routes for roadways and utilities located, or to be located, on the premises, provided that the proposed grant of any new easement or route will be coordinated with the Grantee, and easements will not be granted which will, in the opinion of said officer, interfere with the use of the premises by the Grantee.

**14. RELOCATION OF FACILITIES**

In the event all or any portion of the premises occupied by the said facilities shall be needed by the United States, or in the event the existence of said facilities is determined to be detrimental to governmental activities, the Grantee shall from time to time, upon notice to do so, and as often as so notified, remove said facilities to such other location on the premises as may be designated by said officer. In the event said facilities shall not be removed or relocated within ninety (90) days after such notice, the United States may cause such relocation at the sole expense of the Grantee.

**15. TERMINATION**

This easement may be terminated by the Secretary upon 30 days written notice to the Grantee if the Secretary shall determine that the right-of-way hereby granted interferes with the use or disposal of said land by the United States, or it may be revoked by the Secretary for failure of the Grantee to comply with any or all of the conditions of this easement, or for non-use for a period of two (2) years, or for abandonment.

**16. SOIL AND WATER CONSERVATION**

The Grantee shall maintain, in a manner satisfactory to said officer, all soil and water conservation structures that may be in existence upon said premises at the beginning of or that may be constructed by the Grantee during the term of this easement, and the Grantee shall take appropriate measures to prevent or control soil erosion within the right-of-way herein granted. Any soil erosion occurring outside the premises resulting from the activities of the Grantee shall be corrected by the Grantee as directed by said officer.

**17. ENVIRONMENTAL PROTECTION**

a. Within the limits of their respective legal powers, the parties hereto shall protect the premises against pollution of its air, ground, and water. The Grantee shall promptly comply with any laws, regulations, conditions or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the premises is strictly prohibited. Such regulations, conditions, or instructions in effect or prescribed by the said Environmental Protection Agency or any Federal, state, interstate or local governmental agency are hereby made a condition of this easement. The Grantee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The use of any pesticides or herbicides within the premises shall be in conformance with all applicable Federal, state and local laws and regulations. The Grantee must obtain approval in writing from said officer before any pesticides or herbicides are applied to the premises.

c. The Grantee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs arising from the Grantee's activities, the Grantee shall be liable to restore the damaged resources.

**18. RECORD OF ENVIRONMENTAL CONSIDERATION**

A Record of Environmental Consideration (REC) documenting the known history of the property with regard to the storage, release or disposal of hazardous substances thereon, is attached hereto and made a part hereof as EXHIBIT "C". Upon expiration, revocation or termination of this easement, another REC shall be prepared which will document the

environmental condition of the property at that time. A comparison of the two assessments will assist the said officer in determining any environmental restoration requirements. Any such requirements will be completed by the Grantee in accordance with the condition on **RESTORATION**.

**19. HISTORIC PRESERVATION**

The Grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, remains or objects of antiquity. In the event such items are discovered on the premises, the Grantee shall immediately notify said officer and protect the site and material from further disturbance until said officer gives clearance to proceed.

**20. NON-DISCRIMINATION**

The Grantee shall not discriminate against any person or persons because of race, color, age, sex, handicap, national origin, or religion in the conduct of operations on the premises.

**21. RESTORATION**

On or before the expiration or termination of this easement, the Grantee shall, without expense to the United States, and within such time as said officer may indicate, remove said facilities and restore the premises to the satisfaction of said officer. In the event the Grantee shall fail to remove said facilities and restore the premises, the United States shall have the option to take over said facilities without compensation, or to remove said facilities and perform the restoration at the expense of the Grantee, and the Grantee shall have no claim for damages against the United States or its officers or agents for such action.

**22. DISCLAIMER**

This instrument is effective only insofar as the rights of the United States in the property are concerned, and the Grantee shall obtain such permission as may be required on account of any other existing rights. It is understood that the granting of this easement does not eliminate the necessity of obtaining any Department of the Army permit which may be required pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (30 Stat. 1151; 33 U.S.C. Section 403), Section 404 of the Clean Water Act (33 U.S.C. Section 1344) or any other permit or license which may be required by Federal, state or local statute in connection with use of the premises.

**23. COMPLIANCE WITH EXECUTIVE ORDER (EO) NO. 13658**

(1) Any reference in this section to “prime contractor” or “contractor” shall mean the Lessee and any reference to “contract” shall refer to the easement.

(a) The parties expressly stipulate this contract is subject to Executive Order 13658, the regulations issued by the Secretary of Labor in 29 CFR part 10 pursuant to the Executive Order,

and the following provisions.

(b) Minimum Wages. (1) Each worker (as defined in 29 CFR 10.2) engaged in the performance of this contract by the prime contractor or any subcontractor, regardless of any contractual relationship which may be alleged to exist between the contractor and worker, shall be paid not less than the applicable minimum wage under Executive Order 13658.

(2) The minimum wage required to be paid to each worker performing work on or in connection with this contract between January 1, 2015 and December 31, 2015 shall be \$10.10 per hour. The minimum wage shall be adjusted each time the Secretary of Labor's annual determination of the applicable minimum wage under section 2(a)(ii) of Executive Order 13658 results in a higher minimum wage. Adjustments to the Executive Order minimum wage under section 2(a)(ii) of Executive Order 13658 will be effective for all workers subject to the Executive Order beginning January 1 of the following year. If appropriate, the contracting officer, or other agency official overseeing this contract shall ensure the contractor is compensated only for the increase in labor costs resulting from the annual inflation increases in the Executive Order 13658 minimum wage beginning on January 1, 2016. The Secretary of Labor will publish annual determinations in the Federal Register no later than 90 days before such new wage is to take effect. The Secretary will also publish the applicable minimum wage on [www.wdol.gov](http://www.wdol.gov) (or any successor Web site). The applicable published minimum wage is incorporated by reference into this contract.

(3) The contractor shall pay unconditionally to each worker all wages due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 10.23), rebate, or kickback on any account. Such payments shall be made no later than one pay period following the end of the regular pay period in which such wages were earned or accrued. A pay period under this Executive Order may not be of any duration longer than semi-monthly.

(4) The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with the Executive Order minimum wage requirements. In the event of any violation of the minimum wage obligation of this clause, the contractor and any subcontractor(s) responsible therefore shall be liable for the unpaid wages.

(5) If the commensurate wage rate paid to a worker on a covered contract whose wages are calculated pursuant to a special certificate issued under 29 U.S.C. 214(c), whether hourly or piece rate, is less than the Executive Order minimum wage, the contractor must pay the Executive Order minimum wage rate to achieve compliance with the Order. If the commensurate wage due under the certificate is greater than the Executive Order minimum wage, the contractor must pay the 14(c) worker the greater commensurate wage.

(c) Withholding. The agency head shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the prime contractor under this or any other Federal contract with the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay workers the full amount of wages required by Executive Order 13658.

(d) Contract Suspension/Contract Termination/Contractor Debarment. In the event of a failure to pay any worker all or part of the wages due under Executive Order 13658 or 29 CFR part 10, or a failure to comply with any other term or condition of Executive Order 13658 or 29 CFR part 10, the contracting agency may on its own action or after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment, advance or guarantee of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost. A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 10.52.

(e) The contractor may not discharge any part of its minimum wage obligation under Executive Order 13658 by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Act, the cash equivalent thereof.

(f) Nothing herein shall relieve the contractor of any other obligation under Federal, State or local law, or under contract, for the payment of a higher wage to any worker, nor shall a lower prevailing wage under any such Federal, State, or local law, or under contract, entitle a contractor to pay less than \$10.10 (or the minimum wage as established each January thereafter) to any worker.

(g) Payroll Records. (1) The contractor shall make and maintain for three years records containing the information specified in paragraphs (g)(1) (i) through (vi) of this section for each worker and shall make the records available for inspection and transcription by authorized representatives of the Wage and Hour Division of the U.S. Department of Labor:

(i) Name, address, and social security number.

(ii) The worker's occupation(s) or classification(s)

(iii) The rate or rates of wages paid.

(iv) The number of daily and weekly hours worked by each worker.

(v) Any deductions made; and

(vi) Total wages paid.

(2) The contractor shall also make available a copy of the contract, as applicable, for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available such records for inspection and transcription shall be a violation of 29 CFR part 10 and this contract, and in the case of failure to produce such records, the contracting officer, upon direction of an authorized representative of the Department of Labor, or under its own action, shall take such action as may be necessary to

cause suspension of any further payment or advance of funds until such time as the violations are discontinued.

(4) The contractor shall permit authorized representatives of the Wage and Hour Division to conduct investigations, including interviewing workers at the worksite during normal working hours.

(5) Nothing in this clause limits or otherwise modifies the contractor's payroll and recordkeeping obligations, if any, under the Davis-Bacon Act, as amended, and its implementing regulations; the Service Contract Act, as amended, and its implementing regulations; the Fair Labor Standards Act, as amended, and its implementing regulations; or any other applicable law.

(h) The contractor (as defined in 29 CFR 10.2) shall insert this clause in all of its covered subcontracts and shall require its subcontractors to include this clause in any covered lower-tier subcontracts. The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with this contract clause.

(i) Certification of Eligibility. (1) By entering into this contract, the contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed pursuant to section 5 of the Service Contract Act, section 3(a) of the Davis-Bacon Act, or 29 CFR 5.12(a)(1).

(2) No part of this contract shall be subcontracted to any person or firm whose name appears on the list of persons or firms ineligible to receive Federal contracts.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(j) Tipped employees. In paying wages to a tipped employee as defined in section 3(t) of the Fair Labor Standards Act, 29 U.S.C. 203(t), the contractor may take a partial credit against the wage payment obligation (tip credit) to the extent permitted under section 3(a) of Executive Order 13658. In order to take such a tip credit, the employee must receive an amount of tips at least equal to the amount of the credit taken; where the tipped employee does not receive sufficient tips to equal the amount of the tip credit the contractor must increase the cash wage paid for the workweek so that the amount of cash wage paid and the tips received by the employee equal the applicable minimum wage under Executive Order 13658. To utilize this provision:

(1) The employer must inform the tipped employee in advance of the use of the tip credit;

(2) The employer must inform the tipped employee of the amount of cash wage that will be paid and the additional amount by which the employee's wages will be considered increased on account of the tip credit;

(3) The employees must be allowed to retain all tips (individually or through a pooling



arrangement and regardless of whether the employer elects to take a credit for tips received); and

(4) The employer must be able to show by records that the tipped employee receives at least the applicable Executive Order minimum wage through the combination of direct wages and tip credit.

(k) Antiretaliation. It shall be unlawful for any person to discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to Executive Order 13658 or 29 CFR part 10, or has testified or is about to testify in any such proceeding.

(l) Disputes concerning labor standards. Disputes related to the application of Executive Order 13658 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 10. Disputes within the meaning of this contract clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the workers or their representatives.

(m) Notice. The contractor must notify all workers performing work on or in connection with a covered contract of the applicable minimum wage rate under the Executive Order. With respect to service employees on contracts covered by the Service Contract Act and laborers and mechanics on contracts covered by the Davis-Bacon Act, the contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers performing work on or in connection with a covered contract whose wages are governed by the FLSA, the contractor must post a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by workers. Contractors that customarily post notices to workers electronically may post the notice electronically provided such electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

(n) If a duly authorized representative of the United States discovers or determines, whether before or subsequent to executing this contract, that an erroneous determination regarding the applicability of Executive Order 13658 was made, contractor, to the extent permitted by law, agrees to indemnify and hold harmless the United States, its officers, agents, and employees, for and from any and all liabilities, losses, claims, expenses, suits, fines, penalties, judgments, demands or actions, costs, fees, and damages directly or indirectly arising out of, caused by, related to, resulting from or in any way predicated upon, in whole or in part, the erroneous Executive Order 13658 determination. This includes contractor releasing any claim or entitlement it would otherwise have to an equitable adjustment to the contract and indemnifying and holding harmless the United States from the claims of subcontractors and contractor employees.

## **24. COMPLIANCE WITH EXECUTIVE ORDER (EO) NO. 13706**

Any reference in this section to “prime contractor” or “contractor” shall mean the Lessee

and any reference to “contract” shall refer to the Easement.

(a) Executive Order 13706. This contract is subject to Executive Order 13706, the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the Executive Order, and the following provisions.

(b) Paid sick leave.

(1) The contractor shall permit each employee (as defined in 29 CFR 13.2) engaged in the performance of this contract by the prime contractor or any subcontractor, regardless of any contractual relationship that may be alleged to exist between the contractor and employee, to earn not less than 1 hour of paid sick leave for every 30 hours worked. The contractor shall additionally allow accrual and use of paid sick leave as required by Executive Order 13706 and 29 CFR part 13. The contractor shall in particular comply with the accrual, use, and other requirements set forth in 29 CFR 13.5 and 13.6, which are incorporated by reference in this contract.

(2) The contractor shall provide paid sick leave to all employees when due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 13.24), rebate, or kickback on any account. The contractor shall provide pay and benefits for paid sick leave used no later than one pay period following the end of the regular pay period in which the paid sick leave was taken.

(3) The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with the requirements of Executive Order 13706, 29 CFR part 13, and this clause.

(c) Withholding. The contracting officer shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the prime contractor under this or any other Federal contract with the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay employees the full amount owed to compensate for any violation of the requirements of Executive Order 13706, 29 CFR part 13, or this clause, including any pay and/or benefits denied or lost by reason of the violation; other actual monetary losses sustained as a direct result of the violation, and liquidated damages.

(d) Contract Suspension/Contract Termination/Contractor Debarment. In the event of a failure to comply with Executive Order 13706, 29 CFR part 13, or this clause, the contracting agency may on its own action or after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment, advance, or guarantee of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost. A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 13.52.

(e) The paid sick leave required by Executive Order 13706, 29 CFR part 13, and this clause is in addition to a contractor's obligations under the Service Contract Act and Davis-Bacon Act, and a contractor may not receive credit toward its prevailing wage or fringe benefit obligations under those Acts for any paid sick leave provided in satisfaction of the requirements of Executive Order 13706 and 29 CFR part 13.

(f) Nothing in Executive Order 13706 or 29 CFR part 13 shall excuse noncompliance with or supersede any applicable Federal or State law, any applicable law or municipal ordinance, or a collective bargaining agreement requiring greater paid sick leave or leave rights than those established under Executive Order 13706 and 29 CFR part 13.

(g) Recordkeeping.

(1) Any contractor performing work subject to Executive Order 13706 and 29 CFR part 13 must make and maintain, for no less than three (3) years from the completion of the work on the contract, records containing the information specified in paragraphs (i) through (xv) of this section for each employee and shall make them available for inspection, copying, and transcription by authorized representatives of the Wage and Hour Division of the U.S. Department of Labor:

- (i) Name, address, and Social Security number of each employee;
- (ii) The employee's occupation(s) or classification(s);
- (iii) The rate or rates of wages paid (including all pay and benefits provided);
- (iv) The number of daily and weekly hours worked;
- (v) Any deductions made;
- (vi) The total wages paid (including all pay and benefits provided) each pay period;
- (vii) A copy of notifications to employees of the amount of paid sick leave the employee has accrued, as required under 29 CFR 13.5(a)(2);
- (viii) A copy of employees' requests to use paid sick leave, if in writing, or, if not in writing, any other records reflecting such employee requests;
- (ix) Dates and amounts of paid sick leave taken by employees (unless a contractor's paid time off policy satisfies the requirements of Executive Order 13706 and 29 CFR part 13 as described in § 13.5(f)(5), leave must be designated in records as paid sick leave pursuant to Executive Order 13706);
- (x) A copy of any written responses to employees' requests to use paid sick leave, including explanations for any denials of such requests, as required under 29 CFR 13.5(d)(3);
- (xi) Any records reflecting the certification and documentation a contractor may require an employee to provide under 29 CFR 13.5(e), including copies of any certification or documentation

- provided by an employee;
- (xii) Any other records showing any tracking of or calculations related to an employee's accrual or use of paid sick leave;
- (xiii) The relevant covered contract;
- (xiv) The regular pay and benefits provided to an employee for each use of paid sick leave; and
- (xv) Any financial payment made for unused paid sick leave upon a separation from employment intended, pursuant to 29 CFR 13.5(b)(5), to relieve a contractor from the obligation to reinstate such paid sick leave as otherwise required by 29 CFR 13.5(b)(4).

- (2)
  - (i) If a contractor wishes to distinguish between an employee's covered and non-covered work, the contractor must keep records or other proof reflecting such distinctions. Only if the contractor adequately segregates the employee's time will time spent on non-covered work be excluded from hours worked counted toward the accrual of paid sick leave. Similarly, only if that contractor adequately segregates the employee's time may a contractor properly refuse an employee's request to use paid sick leave on the ground that the employee was scheduled to perform non-covered work during the time she asked to use paid sick leave.
  - (ii) If a contractor estimates covered hours worked by an employee who performs work in connection with covered contracts pursuant to 29 CFR 13.5(a)(i) or,
  - (iii) the contractor must keep records or other proof of the verifiable information on which such estimates are reasonably based. Only if the contractor relies on an estimate that is reasonable and based on verifiable information will an employee's time spent in connection with non-covered work be excluded from hours worked counted toward the accrual of paid sick leave. If a contractor estimates the amount of time an employee spends performing in connection with covered contracts, the contractor must permit the employee to use her paid sick leave during any work time for the contractor.

(3) In the event a contractor is not obligated by the Service Contract Act, the Davis-Bacon Act, or the Fair Labor Standards Act to keep records of an employee's hours worked, such as because the employee is exempt from the FLSA's minimum wage and overtime requirements, and the contractor chooses to use the assumption permitted by 29 CFR 13.5(a)(1)(iii), the contractor is excused from the requirement in paragraph (1)(d) of this section to keep records of the employee's number of daily and weekly hours worked.

- (4)
  - (i) Records relating to medical histories or domestic violence,

sexual assault, or stalking, created for purposes of Executive Order 13706, whether of an employee or an employee's child, parent, spouse, domestic partner, or other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, shall be maintained as confidential records in separate files/records from the usual personnel files.

- (ii) If the confidentiality requirements of the Genetic Information Nondiscrimination Act of 2008 (GINA), section 503 of the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act (ADA) apply to records or documents created to comply with the recordkeeping requirements in this contract clause, the records and documents must also be maintained in compliance with the confidentiality requirements of the GINA, section 503 of the Rehabilitation Act of 1973, and/or ADA as described in 29 CFR 1635.9, 41 CFR 60-741.23(d), and 29 CFR 1630.14(c)(1), respectively.
- (iii) The contractor shall not disclose any documentation used to verify the need to use 3 or more consecutive days of paid sick leave for the purposes listed in 29 CFR 13.5(c)(1)(iv) (as described in 29 CFR 13.5(e)(1)(ii)) and shall maintain confidentiality about any domestic abuse, sexual assault, or stalking, unless the employee consents or when disclosure is required by law.

(5) The contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(6) Nothing in this contract clause limits or otherwise modifies the contractor's recordkeeping obligations, if any, under the Davis-Bacon Act, the Service Contract Act, the Fair Labor Standards Act, the Family and Medical Leave Act, Executive Order 13658, their respective implementing regulations, or any other applicable law.

(h) The contractor (as defined in 29 CFR 13.2) shall insert this clause in all of its covered subcontracts and shall require its subcontractors to include this clause in any covered lower-tier subcontracts.

(i) Certification of Eligibility.

(1) By entering into this contract, the contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed pursuant to section 5 of the Service Contract Act, section 3(a) of the Davis-Bacon Act, or 29 CFR 5.12(a)(1).

(2) No part of this contract shall be subcontracted to any person or firm whose name appears on the list of persons or firms ineligible to receive Federal contracts currently maintained on the System for Award Management Web site, <http://www.SAM.gov>.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**(j) Interference/Discrimination.**

(1) A contractor may not in any manner interfere with an employee's accrual or use of paid sick leave as required by Executive Order 13706 or 29 CFR part 13. Interference includes, but is not limited to, miscalculating the amount of paid sick leave an employee has accrued, denying or unreasonably delaying a response to a proper request to use paid sick leave, discouraging an employee from using paid sick leave, reducing an employee's accrued paid sick leave by more than the amount of such leave used, transferring an employee to work on non-covered contracts to prevent the accrual or use of paid sick leave, disclosing confidential information contained in certification or other documentation provided to verify the need to use paid sick leave, or making the use of paid sick leave contingent on the employee's finding a replacement worker or the fulfillment of the contractor's operational needs.

(2) A contractor may not discharge or in any other manner discriminate against any employee for:

- (i) Using, or attempting to use, paid sick leave as provided for under Executive Order 13706 and 29 CFR part 13;
- (ii) Filing any complaint, initiating any proceeding, or otherwise asserting any right or claim under Executive Order 13706 and 29 CFR part 13;
- (iii) Cooperating in any investigation or testifying in any proceeding under Executive Order 13706 and 29 CFR part 13; or
- (iv) Informing any other person about his or her rights under Executive Order 13706 and 29 CFR part 13.

(k) Waiver. Employees cannot waive, nor may contractors induce employees to waive, their rights under Executive Order 13706, 29 CFR part 13, or this clause.

(l) Notice. The contractor must notify all employees performing work on or in connection with a covered contract of the paid sick leave requirements of Executive Order 13706, 29 CFR part 13, and this clause by posting a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by employees. Contractors that customarily post notices to employees electronically may post the notice electronically, provided such electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to employees about terms and conditions of employment.

(m) Disputes concerning labor standards. Disputes related to the application of

Executive Order 13706 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 13. Disputes within the meaning of this contract clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**25. SPECIAL CONDITIONS**

Upon the completion of construction and satisfactory restoration of the temporary easement area, the Grantee, will provide as-built drawings and legal description. This easement will be amended to correct EXHIBIT "A" based on the as-built drawings and description.

**{Signature Pages to Follow}**



**THIS EASEMENT** is not subject to Title 10, United States Code, Section 2662, as amended.

**IN WITNESS WHEREOF**, I have hereunto set my hand by authority of the Secretary of the Army, this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Witness

\_\_\_\_\_

\_\_\_\_\_  
Witness

**THIS EASEMENT** is also executed by the Grantee this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**BRAGG ESTATES WATER AND  
SEWER DISTRICT**

\_\_\_\_\_  
Witness

\_\_\_\_\_

\_\_\_\_\_  
Witness

## CORPORATE CERTIFICATE

I \_\_\_\_\_ (name) certify that I am the \_\_\_\_\_  
(title) of **BRAGG ESTATES WATER AND SEWER DISTRICT**, that  
\_\_\_\_\_ (signator of outgrant) who signed the foregoing instrument on behalf  
of the corporation was then \_\_\_\_\_ (title of signator of outgrant) of the  
corporation. I further certify that the said officer was acting within the scope of powers  
delegated to this officer by the governing body of the corporation in executing said instrument.

**BRAGG ESTATES WATER AND SEWER  
DISTRICT**

Date: \_\_\_\_\_

\_\_\_\_\_  
Corporate Secretary or  
Appropriate Officer

(AFFIX SEAL)

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ )

**BEFORE ME**, a Notary Public in and for \_\_\_\_\_ County, personally appeared \_\_\_\_\_, to me known to be the identical person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the said instrument by authority of the Secretary of the Army, for the purposes therein expressed as the act and deed of the United States.

**GIVEN** under my hand and seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
NOTARY PUBLIC

(Seal)

My commission expires on the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ )

**BEFORE ME**, a Notary Public in and for \_\_\_\_\_ County, personally appeared \_\_\_\_\_, to me known to be the identical person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the said instrument by authority of **BRAGG ESTATES WATER AND SEWER DISTRICT**, for the purposes therein expressed as the act and deed of the Grantee.

**GIVEN** under my hand and seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
NOTARY PUBLIC

(Seal)

My commission expires on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.