
AGENDA
CUMBERLAND COUNTY BOARD OF COMMISSIONERS
JUDGE E. MAURICE BRASWELL
CUMBERLAND COUNTY COURTHOUSE - ROOM 118
JUNE 17, 2019
6:45 PM

INVOCATION - Commissioner Marshall Faircloth, Vice Chairman

PLEDGE OF ALLEGIANCE -

Introduction of the Fayetteville-Cumberland Youth Council Members

Dede Effon 2019-2020 Chair

Alexis Diana 2019-2020 Vice-Chair

PUBLIC COMMENT PERIOD

1. APPROVAL OF AGENDA

2. PRESENTATIONS

- A. Presentation by the Cumberland County Fire Chiefs' Association on Volunteer Firefighter Recruitment
- B. Opioid Crisis Support Grant Update by Duane Holder & Melissia Larson, Opioid Grant Coordinator

3. CONSENT AGENDA

- A. Approval of Minutes for May 30, 2019 Special Meeting for FY20 Budget Presentation, June 3, 2019 Regular Meeting, June 3, 2019 Special Meeting for FY20 Budget Work Session and June 10, 2019 Special Meeting for FY20 Budget Public Hearing
- B. Approval of Appointments of Deputy Finance Officers for Check Signing Purposes for Staff of the Sheriff's Office
- C. Approval of ABC Board's Request to Adopt Cumberland County's Travel Policy
- D. Approval of Sole Source for Motorola Solutions, Inc. Contract
- E. Approval of Submission of 2019 Community Development Annual Action Plan
- F. Approval of Budget Ordinance Amendments for the June 17, 2019 Board of Commissioners' Agenda
- G. Approval of Cumberland County Board of Commissioners Agenda Session Items
 - 1. Establishing a Capital Project Budget Ordinance #190032 for 500 Executive Place
 - 2. Workforce Development Annual Plan
 - 3. Contract for Replacement of Generator at Judge E. Maurice Braswell Cumberland County Courthouse and Associated Budget Ordinance Amendment

#190062

4. Contract for Janitorial Services at the Judge E. Maurice Braswell Cumberland County Courthouse
5. Request to Transfer Funds to NORCRESS Water & Sewer District Due to Increase in Utility Bills and Associated Budget Ordinance Amendment #191181
6. Resolution Requesting the Hospital to Convey the Roxie Avenue Center Back to the County

4. PUBLIC HEARINGS

Uncontested Rezoning Cases

- A. Case P19-24
- B. Case P19-25
- C. Case P19-26

Contested Rezoning Cases

- D. Case P19-22

5. ITEMS OF BUSINESS

- A. Consideration of Contract with AECOM for Architectural & Engineering Services for 500 Executive Place
- B. Consideration of Construction Delivery Method for 500 Executive Place Renovation Project
- C. Consideration of Fiscal Year 2020 Community Transportation Services Contract Extensions
- D. Consideration of a Lease of the Roxie Avenue Center to Alliance Health

6. NOMINATIONS **There are no Nominations for this meeting**

7. APPOINTMENTS

- A. Nursing Home Advisory Board (1 Vacancy)
- B. Alliance Health Board of Directors (1 Vacancy)
- C. Board of Adjustment (5 Vacancies)
- D. Fayetteville Technical Community College Board of Trustees (1 Vacancy)
- E. Fayetteville Area Convention and Visitors Bureau (FACVB) Board of Directors (1 Vacancy)

RECESS THE BOARD OF COMMISSIONERS' MEETING

CONVENE THE NORCRESS WATER AND SEWER DISTRICT GOVERNING BOARD MEETING

8. NORCRESS WATER AND SEWER CONSENT AGENDA

- A Approval of the NORCRESS Governing Board Minutes for August 21, 2017 and the

May 21, 2018 meeting

- B Request to Transfer Funds to NORCRESS Water & Sewer District Due to Increase in Utility Bills and Associated Budget Ordinance Amendment #191181

ADJOURN THE NORCRESS WATER AND SEWER DISTRICT GOVERNING BOARD MEETING

RECONVENE THE REGULAR BOARD OF COMMISSIONERS MEETING

9. CLOSED SESSION:

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

ADJOURN

WATCH THE MEETING LIVE

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

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

IT WILL BE REBROADCAST ON WEDNESDAY, JUNE 19, AT 7:00 PM AND FRIDAY, JUNE 21, AT 10:30 AM.

REGULAR BOARD MEETINGS:

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

August 5, 2019 (Monday) - 9:00 AM

August 19, 2019 (Monday) - 6:45 PM

**THE MEETING VIDEO WILL BE AVAILABLE
AT YOUTUBE.COM/CUMBERLANDCOUNTYNC**



OFFICE OF THE COUNTY MANAGER

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 17, 2019

TO: BOARD OF COUNTY COMMISSIONERS

FROM:

DATE:

**SUBJECT: INTRODUCTION OF THE FAYETTEVILLE-CUMBERLAND YOUTH
COUNCIL MEMBERS**



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

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 17, 2019

TO: BOARD OF COUNTY COMMISSIONERS

FROM: SALLY SHUTT, ASSISTANT COUNTY MANAGER

DATE: 5/13/2019

**SUBJECT: PRESENTATION BY THE CUMBERLAND COUNTY FIRE CHIEFS'
ASSOCIATION ON VOLUNTEER FIREFIGHTER RECRUITMENT**

BACKGROUND

Cumberland County fire departments, like others across North Carolina and the United States, are facing decreasing numbers of volunteers while at the same time increasing demand for fire and rescue services. Fire departments need volunteers with various types of knowledge, skills and abilities to do operational and administrative work.

The North Carolina Association of Fire Chiefs is providing marketing, training and support to fire departments and chiefs' associations across the state for recruitment and retention efforts.

Stoney Point Fire Chief Freddy Johnson, the president of the Cumberland County Fire Chiefs' Association, and Stedman Fire Chief Justin Nobles, chair of the association's volunteer recruitment committee, will discuss the local recruitment campaign.

RECOMMENDATION / PROPOSED ACTION

No action requested. For information purposes only.



OFFICE OF THE COUNTY MANAGER

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 17, 2019

TO: BOARD OF COUNTY COMMISSIONERS

FROM: DUANE T. HOLDER, ASSISTANT COUNTY MANAGER & INTERIM HEALTH DIRECTOR

DATE: 6/5/2019

SUBJECT: OPIOID CRISIS SUPPORT GRANT UPDATE BY DUANE HOLDER & MELISSIA LARSON, OPIOID GRANT COORDINATOR

BACKGROUND

It has been one year since Blue Cross and Blue Shield of North Carolina and the UNC School of Government announced that Cumberland County and the City of Fayetteville were one of ten North Carolina local government teams awarded a grant to work on addressing the opioid crisis in the community through an intensive two-year program. Thirty-nine local government teams applied for the program.

As a result of planning efforts related to the grant, the Cumberland-Fayetteville Opioid Response Team (or C-FORT) was formed. C-FORT is a cross-sector opioid task force of more than 100 community partners committed to eradicating our community of the incidence of opioid-related injury and death.

Ms. Melissa Larson, Project Coordinator, will brief the Board on grant-related activities, progress and plans for the initiative going forward.

RECOMMENDATION / PROPOSED ACTION

No action required; for information purposes only.



FINANCE OFFICE

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 17, 2019

TO: BOARD OF COUNTY COMMISSIONERS

FROM: VICKI EVANS, FINANCE DIRECTOR

DATE: 6/10/2019

**SUBJECT: APPROVAL OF APPOINTMENTS OF DEPUTY FINANCE OFFICERS FOR
CHECK SIGNING PURPOSES FOR STAFF OF THE SHERIFF'S OFFICE**

BACKGROUND

North Carolina General Statute 159, Article 3, entitled "The Local Government Budget and Fiscal Control Act" requires all checks drawn on an official depository be signed by the Finance Officer or a properly designated Deputy Finance Officer and countersigned by another official of the local government designated for this purpose by the Governing Board. The act also requires the Deputy Finance Officer to have a faithful performance bond in an amount not less than \$10,000 or more than \$250,000.

The Sheriff's Office is requesting approval of the attached resolutions to accommodate staffing changes that have occurred since the last approval on September 4, 2018. Approval will ensure compliance with G.S. 159 as check signers on the specified accounts will then be properly designated as Deputy Finance Officers. Upon approval, staff will then move forward in securing faithful performance bonds for each of the named employees and removing the faithful performance bonds for employees who are no longer on the signature cards.

RECOMMENDATION / PROPOSED ACTION

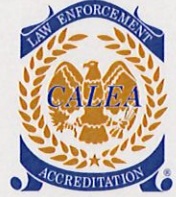
1. Approve the appointment of the named employees of the Sheriff's Office as Deputy Finance Officers for the Inmate Trust Fund Bank Account and the Civil Bank Account as specified on each resolution.
2. Provide a faithful performance bond in the amount of \$50,000 for each of the named individuals.
3. Approve the two attached resolutions implementing the above recommendations.

ATTACHMENTS:

Description	Type
Inmate Trust Account Resolution	Backup Material
Civil Account Resolution	Backup Material



**Cumberland County
SHERIFF'S OFFICE**
Ennis W. Wright, Sheriff



Internationally Accredited Law Enforcement Agency

MEMORANDUM

TO: Board of County Commissioners
FROM: Ennis W. Wright, Sheriff *EW*
DATE: June 6, 2019
SUBJECT: Appointment of Deputy Finance Officer for Sheriff's Office (Inmate Trust Account)

BACKGROUND

North Carolina General Statutes Chapter 159, Article 3, entitled, "The Local Government Budget and Fiscal Control Act", requires all checks drawn on an official depository be signed by the Finance Officer or a properly designated Deputy Finance Officer and countersigned by another official of the local government designated for the purpose by the Governing Board. The act also requires the Deputy Finance Officer to have a faithful performance bond in an amount not less than \$10,000 or more than \$250,000.

I recommend that the employees named below in the Recommendation and Proposed Action section of this memorandum be appointed as a Deputy Finance Officer for Cumberland County to serve in that capacity to sign checks or drafts issued on the Inmate Trust Account, Number 333200001106.

These additional persons are necessary in order to assure the effective operations of the Detention Center on a 24 hour basis each day of the year.

RECOMMENDATION/PROPOSED ACTION:

1. Approve the appointment of each of the following employees as Deputy Finance Officer for Cumberland County to serve with respect to the named Sheriff's Office account, Inmate Trust Account, Number 333200001106.
 - a. Ennis Wright, Sheriff
 - b. Richard Jenkins, Chief Deputy
 - c. Tandra Adams, Chief Jailer
 - d. Nichole Hoking, Captain

- e. Donald Williams, Captain
 - f. Brenda English, Captain
 - g. Victor Worsley, Lieutenant
 - h. Freeman Jones, Lieutenant
 - i. Brandon Smith, Lieutenant
 - j. Donald Carl, Lieutenant
 - k. Vida Harrington, Lieutenant
 - l. Tiffany Bryant, Lieutenant
 - m. Matthew Middleton, Lieutenant
 - n. Evelena Bunche, Sergeant
 - o. Shermire Nelms, Sergeant
 - p. Gilbert Sanchez, Sergeant
 - q. Anthony Webster, Sergeant
 - r. Carla Thomas, Sergeant
 - s. Channing Locklear, Sergeant
2. Provide a faithful performance bond in the amount of \$50,000 for each of the above named employees.
3. Approve the attached resolution implementing the above resolutions.

/Attachment (Resolution)

STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

RESOLUTION

WHEREAS, due to the operation requirements unique to Cumberland County Sheriff's Office;
and

WHEREAS, the timing, amounts, or payees of these checks cannot be anticipated and, in most cases, the checks must be issued immediately; and

WHEREAS, the timing of the checks requires the appointment of a Deputy Finance Officer and, in addition, more than one person must be authorized to countersign each check; and

WHEREAS, North Carolina General Statute Chapter 159, Article 3, entitled "The Local Government Budget and Fiscal Control Act", authorized the Governing Board to appoint Deputy Finance Officers to designate individual(s) to countersign the checks, and to fix the amount of the faithful performance bond to be provided by the appointee.

NOW THEREFORE, to facilitate the operational requirement of the Cumberland County Sheriff's Office, the Board of County Commissioners hereby **RESOLVES** that:

1. The employees listed below are appointed as Deputy Finance Officer and are authorized to sign the checks/drafts issued on the checking accounts maintained by the Cumberland County Sheriff's Office, Inmate Trust Account, Number 333200001106.
 - a. Ennis Wright, Sheriff
 - b. Richard Jenkins, Chief Deputy
 - c. Tandra Adams, Chief Jailer
 - d. Nichole Hoking, Captain
 - e. Donald Williams, Captain
 - f. Brenda English, Captain
 - g. Victor Worsley, Lieutenant
 - h. Freeman Jones, Lieutenant
 - i. Brandon Smith, Lieutenant
 - j. Donald Carl, Lieutenant
 - k. Vida Harrington, Lieutenant
 - l. Tiffany Bryant, Lieutenant
 - m. Matthew Middleton, Lieutenant
 - n. Evelena Bunche, Sergeant
 - o. Shermire Nelms, Sergeant
 - p. Gilbert Sanchez, Sergeant
 - q. Anthony Webster, Sergeant

- r. Carla Thomas, Sergeant
- s. Channing Locklear, Sergeant

2. Each appointee shall execute a faithful performance bond in the amount of \$50,000.00, which the County shall acquire.



**Cumberland County
SHERIFF'S OFFICE**
Ennis W. Wright, Sheriff



Internationally Accredited Law Enforcement Agency

MEMORANDUM

TO: Board of County Commissioners *EW*
FROM: Ennis W. Wright, Sheriff
DATE: June 6, 2019
SUBJECT: Appointment of Deputy Finance Officer for Sheriff's Office (Civil Process)

BACKGROUND

North Carolina General Statutes Chapter 159, Article 3, entitled, "The Local Government Budget and Fiscal Control Act", requires all checks drawn on an official depository be signed by the Finance Officer or a properly designated Deputy Finance Officer and countersigned by another official of the local government designated for the purpose by the Governing Board. The act also requires the Deputy Finance Officer to have a faithful performance bond in an amount not less than \$10,000 or more than \$250,000.

I recommend that the employees named below in the Recommendation and Proposed Action section of this memorandum be appointed as a Deputy Finance Officer for Cumberland County to serve in that capacity to sign checks or drafts issued on the Civil Process Account, Number 560036649906.

These employees were previously appointed, except for Lt. Clavion Morning. Gregory Morrison previously occupied that position, but upon his retirement, Lt. Morning should be substituted as a Deputy Finance Officer for these purposes.

RECOMMENDATION/PROPOSED ACTION:

1. Approve the appointment of each of the following employees as Deputy Finance Officer for Cumberland County to serve with respect to the named Sheriff's Office account, Civil Process Account, Number 560036649906.
 - a. Richard Jenkins, Chief Deputy
 - b. Terry Ray, Major
 - c. Rita Tatum, Captain
 - d. Clavion Morning, Lieutenant

2. Provide a faithful performance bond in the amount of \$50,000 for each of the above named employees.
3. Approve the attached resolution implementing the above resolutions.

/Attachment (Resolution)

STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND

RESOLUTION

WHEREAS, due to the operation requirements unique to Cumberland County Sheriff's Office;
and

WHEREAS, the timing, amounts, or payees of these checks cannot be anticipated and, in most cases, the checks must be issued immediately; and

WHEREAS, the timing of the checks requires the appointment of a Deputy Finance Officer and, in addition, more than one person must be authorized to countersign each check; and

WHEREAS, North Carolina General Statute Chapter 159, Article 3, entitled "The Local Government Budget and Fiscal Control Act", authorized the Governing Board to appoint Deputy Finance Officers to designate individual(s) to countersign the checks, and to fix the amount of the faithful performance bond to be provided by the appointee.

NOW THEREFORE, to facilitate the operational requirement of the Cumberland County Sheriff's Office, the Board of County Commissioners hereby RESOLVES that:

1. The employees listed below are appointed as Deputy Finance Officer and are authorized to sign the checks/drafts issued on the checking accounts maintained by the Cumberland County Sheriff's Office, Civil Process Account, Number 560036649906.
 - a. Richard Jenkins, Chief Deputy
 - b. Terry Ray, Major
 - c. Rita Tatum, Captain
 - d. Clavion Morning, Lieutenant
2. Each appointee shall execute a faithful performance bond in the amount of \$50,000.00, which the County shall acquire.



CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 17, 2019

TO: BOARD OF COUNTY COMMISSIONERS

FROM: CANDICE H. WHITE, CLERK TO THE BOARD

DATE: 6/17/2019

SUBJECT: APPROVAL OF ABC BOARD'S REQUEST TO ADOPT CUMBERLAND COUNTY'S TRAVEL POLICY

BACKGROUND

According to the attached correspondence from Harold Lee Boughman, Chairman of the Cumberland County ABC Board, the ABC Board is requesting that the Cumberland County Board of Commissioners approve the ABC Board's adoption of Cumberland County's Travel Policy No. 3-2: Travel Policy, in accordance with House Bill 1717: Modernization of the State ABC System; Section 13.

RECOMMENDATION / PROPOSED ACTION

Consider approval of the ABC Board's request to adopt Cumberland County's Travel Policy No. 3-2: Travel Policy, and direct the Clerk to the Board to send to the ABC Commission written confirmation of said action and a copy of Cumberland County's Travel Policy No. 3-2: Travel Policy.

ATTACHMENTS:

Description	Type
Harold Lee Boughman Correspondence	Backup Material
Cumberland County's Travel Policy No. 3-2: Travel Policy	Backup Material

CUMBERLAND COUNTY
ALCOHOLIC BEVERAGE CONTROL BOARD
1705 OWEN DRIVE P.O. BOX 64957
FAYETTEVILLE, N.C. 28306

June 11, 2019

Subject: Board Travel Policy

Chair Jeannette Council:

The ABC Board voted at the June 10, 2019 meeting to request the permission and approval from the County Commissioners to adopt the County's Travel Policy according to House Bill 1717: Modernization of the State ABC System. The House Bill 1717 is a result of recommendations by a joint legislative study committee on Alcoholic Beverage Control issues. House Bill 1717, Section 13 (see below) requires that the local board annually submit a copy of the County's travel policy and the authorization to the ABC Board to be forwarded to the ABC Commission.

Section 13 of the bill provides for members and employees of local ABC boards to be reimbursed for travel on official business in accordance with the statutory travel allowances of State officers and employees. With approval of the appointing authority, a local board may adopt a travel policy that conforms to the travel policy of the appointing authority. The local board would be required to annually provide to the Commission a copy of its travel policy along with the appointing authority's written confirmation of its approval. Excess expenses not covered by the local board's travel policy would be paid only with written authorization of the appointing authority's finance officer, and the local board would be required to submit a copy of the authorization to the ABC Commission within 30 days of approval.

The Board would greatly appreciate the Commissioners support and appreciate in advance the approval of the bill. The Board is working hard to ensure that the ABC System is in high standards and is in compliance with the NC ABC Commission statutes.

Thank you,



Harold Lee Boughman
Chairman

Cumberland County

Section I – Board Approved Policies

Subsection 3: Cumberland County Financial / Audit

Policy No. 3-2: Travel Policy

1.0 PURPOSE

The purpose of this policy is to establish standards and guidelines to help ensure that public funds are expended for travel only when it serves a public purpose. It is the intent of this policy to establish a reference regarding the payment or reimbursement of travel expense pertaining to official travel and subsistence for the County of Cumberland. Article V, Section 2(1) of the Constitution of the State of North Carolina requires that funds generated by taxation be spent for public purposes only.

An employee or board member traveling on official business is expected to exercise the same care in incurring expenses that a prudent person would exercise if traveling on personal business and expending personal funds.

2.0 SCOPE

The scope of this policy should include the following: 1) the parties covered by the policy; 2) the definition of travel; 3) the procedures for approval; and 4) the rates for reimbursement. In addition the following applies:

- An employee or board member traveling on official business is expected to exercise the same care in incurring expenses that a prudent person would exercise if traveling on personal business and expending personal funds. Excess costs, circuitous routes, luxury accommodations, and services unnecessary in the performance of official business are not acceptable under this standard. Employees and board members will be responsible for unauthorized cost and any additional expenses incurred for personal preference or convenience.
- Non-employees (i.e. board members) traveling on County business shall be subject to the same policies and requirements as employees if the county is paying the expenses.
- Travel advances represent a payment of public funds to an employee or official for travel costs, which have not yet been incurred. Advances should be made for the minimum amount necessary, paid just prior to travel, and reconciled immediately at the conclusion of the travel. They are not to be used as interest-free loans.
- G.S. 14-247 states that it is illegal for a publicly owned vehicle to be used for a private purpose.

- G.S. 159-181 (a) states that any officer or employee of a local government or public authority who submits a written claim or approves a claim for funds that he/she knows to be false is guilty of a misdemeanor.

3.0 DEFINITIONS

A general term that will have a specific meaning within the context of the travel policy should be defined. Once the term is defined, that definition becomes part of the travel policy.

- A. Authorizing Party – An individual authorized by this policy to approve or disapprove requests for travel, cash advances, travel reimbursements, etc. (Usually a department head).
- B. Employee's Duty Station - "Duty Station" is defined as the job location at which the employee spends the majority of his or her working hours. For an employee in travel status, the duty station should be the point where traveling begins the majority of the time (home or office).
- C. Reimbursements – To pay back previously incurred expenses to requesting parties. All reimbursement requests shall be submitted to finance within ten working days after the travel.
- D. Requesting Party – The person who will be reimbursed for travel costs incurred while conducting County business.
- E. Subsistence (Meals and Lodging) – Subsistence is an allowance related to lodging, meal costs, incidental expenses, and gratuities thereon.
- F. Transportation Expenses – Transportation expenses include personal vehicle, county vehicle, taxi, bus, train, airplane, auto rentals, tolls, and parking fees. All transportation expenses must be incurred by and for employees, board members or other eligible travelers while conducting official County business in order to be eligible for reimbursement.
- G. Travel – Travel is defined as going to and from the normal duty station to a site located outside the County to conduct County business. Authorization of travel requests will be based upon need and cost/benefit of travel as determined by the authorizing party. All travel costs except airline tickets will be paid directly by the requesting party, and will be reimbursed by the County. The requesting party will be reimbursed for actual costs incurred only, subject to the limitations established in this policy.

4.0 GENERAL GUIDELINES

- A. In-State/Out-of –State Travel
Travel is contingent upon the availability of funds in the departmental budget. Department heads are responsible for ensuring funds are available for travel

within their departmental budgets and approving travel. Department heads shall ensure that all charges and expenses are in compliance with this policy.

B. Multiple Employees Traveling to the Same Destination

Two or more travelers traveling to the same destination are expected to make maximum use of joint transportation including taxicabs, County owned, leased, or privately owned vehicles.

5.0 PROCEDURES

Specific Guidelines Relating to Travel Advances, Registration, Transportation, and Subsistence:

A. Travel Advances

The requesting party must submit an approved Check Request (by the Department Head) to the County Finance Department (Finance) no later than the closing date of the check run with an issue date just prior to the start of travel. (Note: The Check Request should have supporting documentation such as a conference agenda.) The amount of the advance will not exceed eighty percent of the projected meals and the total cost of the lodging. The minimum advance will be \$50. After returning to work the employee shall submit an approved Travel Reimbursement form with appropriate receipts to Finance within ten working days. Excess travel advance funds will be repaid at this time. If the employee does not submit the Travel Reimbursement Form within ten working days then the advance amount will be deducted from the employee's next paycheck at the discretion of the Finance Director. If travel expenses exceed the travel advance, payment will be made on the next scheduled check run.

B. Registration

The County allows for registration fees to be reimbursed at the actual amount as shown by a valid receipt or invoice. They may be paid directly by the department or paid by the employee and then reimbursed. These fees are charged to a training line item. Charges resulting from the cancellation of conference registration shall be the County's obligation if the employee's registration has been approved in advance and the cancellation or change is made at the direction of and for the convenience of the County. If the cancellation or change is made for the personal benefit of the employee, it shall be the employee's obligation to reimburse the County for registration fees paid. However, in the event of accidents, serious illness or death within the employee's immediate family, or other critical circumstances beyond the control of the employee, the employee is not expected to reimburse the County.

C. Transportation

Air Line Travel – Tickets for airline travel will be purchased through the County approved travel agency. Penalties and charges resulting from the cancellation of airline reservations (or other travel reservations) shall be the County's obligation if the employee's travel has been approved in advance and the cancellation or change is made at the direction of and for the convenience of the

County. If the cancellation or change is made for the personal benefit of the employee, it shall be the employee's obligation to pay the penalties and charges. However, in the event of accidents, serious illness or death within the employee's immediate family, or other critical circumstances beyond the control of the employee, the County will be obligated to pay the penalties and charges.

Personal Vehicle – A requesting party may use his/her personal vehicle for travel and be reimbursed for actual mileage. The County reimburses mileage expenses at the IRS standard mileage rate. The Finance Director is authorized to make periodic adjustments for automobile mileage rates in accordance with current IRS regulations. Normal parking charges are reimbursable. Parking receipts or an explanation of why there is no receipt should be attached to the reimbursement request. Travel from your home to an out-of-town conference or training session is eligible for reimbursement from your home to the conference site and back home. See the section on **Daily Travel** for details on mileage reimbursement for daily travel.

Rental Vehicle – Must be authorized in advance by department head. Rental vehicles are to be used only in conjunction with approved transportation other than automobile, and a receipt is necessary for reimbursement.

County Vehicles – County vehicles may be used for any authorized travel. The requesting party must obey all laws of the jurisdiction in which the vehicle is being operated. The vehicle will be used in conducting County business only. A minimal amount of personal use, such as driving the vehicle to and from dinner, is permissible, when a County vehicle is utilized for overnight travel related to official County business.

D. Overnight Travel – Subsistence

The per diem rate for meals and incidentals for both in-state and out-of-state travel is based upon the standard rate or the rate specified by the primary destination. These rates are published by the US General Services Administration (GSA) for all destinations within the Continental United States (CONUS). Employees may be eligible for a higher per diem rate depending on the travel destination. A listing of the current rate is available on the County Intranet. If the travel destination has a rate above the standard rate, print the page that details the daily rate for that destination and attach it to the travel voucher.

The County will not require any receipts under the per diem method. The subsistence rate is inclusive of personal gratuities except baggage handling tips that may be claimed for porters at terminals and hotels, under the category of "other expenses".

Meals included as part of a conference **will not** be included in the daily meal reimbursement. For example, if dinner for one day of the conference is included in the conference registration fee the requesting party cannot claim the dinner reimbursement for that day. A breakout of the meals and incidentals for the various per diem rates is provided in the table below.

M&IE Total	\$39 Standard	\$44	\$49	\$54	\$59	\$64
Breakfast	\$7	\$8	\$9	\$10	\$11	\$12
Lunch	\$11	\$12	\$13	\$15	\$16	\$18
Dinner	\$18	\$21	\$24	\$26	\$29	\$31
Incidentals	\$3	\$3	\$3	\$3	\$3	\$3

Partial Days of Travel - Employees may receive allowances for meals for partial days of travel when the partial day is the day of departure or the day of return.

For employees in an overnight travel status, the per diem will reduced to 75% of the normal amount on the days of departure and return. For example, if the destination has a per diem of \$39.00, the employee will receive \$29.25 on the days of departure and return. As noted above, the \$29.25 will be reduced by any meals included as part of the conference registration fee.

E. Motel/ Hotel:

Employee will be reimbursed for actual cost of motel/hotel at single occupancy rate. **Receipts are required.**

F. Telephone:

Work Related Long Distance Phone Calls – Work related long distance phone calls are reimbursable if approved by the Department Head in advance. However, where possible a phone card should be obtained from the Information Services Department for official use instead of hotel room phones. Individual calls over \$3.00 must be identified as to point of origin and destination.

Personal – Personal calls are not reimbursable.

G. Internet Connection:

Internet connection charges may be incurred only if approved in advance by the Department Head and be deemed necessary in conducting County business while away from the office.

H. Daily Travel (Not Overnight)

There will not be reimbursement for meals under daily travel.

I. Mileage Reimbursement

The County reimburses mileage expense at the IRS standard mileage rate. The Finance Director is authorized to make periodic adjustments for automobile

mileage rates in accordance with current IRS regulations. The IRS approved rate may change on a calendar year basis and generally becomes effective January 1 of each year. Normal parking charges are reimbursable. Parking receipts or an explanation of why there is no receipt should be attached to the reimbursement request.

To the extent possible, trips should be planned out in advance so that mileage is minimized. In order for mileage to be reimbursed, it must be substantiated with enough detail that the mileage claimed can be verified.

Transportation expenses between your home and your regular place of work are personal commuting expenses and are not eligible for mileage reimbursement. Employees who are called back into work on the same day will be eligible for mileage reimbursement. If you are required to travel from your regular place of work to client or job sites during the day, that travel is eligible for mileage reimbursement.

County Office is Principal Place of Business	
Example	Eligible for Mileage Reimbursement
Home to office or first work site	NO
Office or last work site to home	NO
First work site to subsequent work sites	YES
Employee called back to work after regular work hours	YES
Employee is called into work on the weekend	NO

Home is Principal Place of Business	
Example	Eligible for Mileage Reimbursement
Home to office or first work site	NO
Office or last work site to home	NO
First work site to subsequent work sites	YES
Employee called back to work after regular work hours	YES
Employee is called into work on the weekend	NO

J. Processing and Approval of Reimbursement Requests

Submitting Expense Reports: The requesting party will submit an approved (by the Department Head) Travel Reimbursement Form with attached receipts for expenses requiring reimbursement to Finance within ten working days after returning from travel. Advances will be deducted from reimbursable costs. (Note: If the purpose of the travel was to attend a conference/seminar, the program for the conference/seminar should be attached to the Travel Reimbursement Form.)

Finance will determine that the reimbursement form has been properly approved, that it is mathematically correct, that the requested reimbursements agree with submitted receipts or per diem amounts, and are within the limits set by this policy. If an error in the reimbursement request is found, the requesting party will be informed and the error will be corrected before payment is made.

Before the reimbursement is made, Finance will determine that there is a sufficient unexpended appropriation in the expenditure line item to pay the request for payment. The Finance Director will immediately inform the authorizing party and requesting party if payment cannot be made.

Reimbursements to the requesting party will be made in the next scheduled check run after the Travel Reimbursement is filed.

The following items are **NOT** reimbursable:

- Any miscellaneous expense not supported by a receipt.
- Meals included as part of a conference.
- Travel to and from duty station.
- Non-employee expense. (Unless non-employee is traveling on official County business.)
- Laundry, newspaper, entertainment, alcoholic beverages and snacks.
- Paid room service, valet and personal gratuities (exclusive of baggage handling tips).
- Any traffic fines.
- Any item which is not deemed a necessary or reasonable business expense.

A requesting party submitting a falsified Travel Reimbursement form will be subject to disciplinary action and criminal prosecution. An authorizing party or Finance Director who approves a falsified reimbursement form that they know to be false will be subject to disciplinary action or criminal prosecution. Violations of the County's travel policy may result in dismissal from County employment.

K. Responsibilities of Travel Approvers

Although the Finance Director is statutorily charged with stewardship of all taxpayer dollars, the fiscal integrity and credibility of our organization is the responsibility of all County employees and supervisors.

If you are approving a travel reimbursement request, whether or not you are the traveling employee's direct supervisor, you are attesting to the following:

1. That you have reviewed the reimbursement request in its entirety;
2. That the reimbursement request is accurate; and
3. That the travel is for a public (County business-related) purpose.

L. Responsibilities of Finance Director

The Finance Director is responsible for implementing and enforcing this Travel Policy, and to interpret it consistent with its spirit and intent, fiscal prudence and accountability. The Finance Director is authorized to approve travel reimbursements not specifically set forth above when he or she determines on the basis of substantial evidence that such reimbursement is necessary or appropriate to accomplish business of the County and is warranted in the circumstances. He or she shall document all such reimbursements and the justification therefore.

(Adopted 9-15-03) (Adopted 6-16-08) (Adopted 12-2010 to comply with IRS regulations regarding meal reimbursement associated with daily travel under Item H.)

<END>



FINANCE OFFICE

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 17, 2019

TO: BOARD OF COUNTY COMMISSIONERS

FROM: AMANDA BULLARD, PURCHASING MANAGER

DATE: 5/29/2019

SUBJECT: APPROVAL OF SOLE SOURCE FOR MOTOROLA SOLUTIONS, INC. CONTRACT

BACKGROUND

The Cumberland County Emergency Services Department is upgrading the Communications (911) Center's radio logger software from version 7.14 to 7.17. The 911 Center currently utilizes the North Carolina Highway Patrol's radio towers. These towers were recently updated, requiring the 911 Center to upgrade in order to continue services.

The current equipment used in the 911 Center is manufactured by Motorola Solutions, Inc. The software that is required for the upgrade was created to work specifically with Motorola equipment; therefore, the upgrade can only be provided by Motorola.

Funds in the amount of \$39,385 have been appropriated in fiscal year 2019 for this purchase.

RECOMMENDATION / PROPOSED ACTION

Management recommends approval of utilizing the sole source bid exception based on North Carolina General Statute 143-129 (e) (6) (ii), whereas a needed product is only available from one source of supply.

ATTACHMENTS:

Description	Type
Motorola Contract	Backup Material



INSTALLATION AGREEMENT

(PLEASE PRINT)

SIC CODE: _____

DATE: 2/28/19

CUSTOMER/AGREEMENT

ORDER #:

DIVISION:

T4B

CUSTOMER #:

1035371110.00

BILL TO

EQUIP AT

TAG #:

TAG #:

CUSTOMER CONTACT:

Gene Booth

CUSTOMER PHONE #:

(910) 678-7641

CRC USE ONLY

GCC SEQ # _____

FINANCIAL APPROVAL _____

LOG CREDIT ISSUED _____

PROCESSOR'S INIT _____

☒ BILL DIRECT
☐ SEE BELOW
☐ BWE

CUSTOMER NAME:

Cumberland County Emergency Services

ATTN: Gene Booth

BILLING ADDRESS:

131 Dick Street

CITY / STATE / ZIP:

Fayetteville, NC 28301

FIXED EQUIP. INSTALLATION LOCATION & DESCRIPTION

ARE PHONE LINES REQUIRED?

☐ Yes ☒ No

Upgrade of the NICE- MCC7500 IP Radio Logger from 7.14 to 7.17. The current G9 platform supports the 7.17 logging solution. The O/S will be upgraded from Windows O/S 2008 R2 to Windows 2012 and SQL 2016. Price includes software and installation labor

MOBILE EQUIPMENT

INSTALLATION LOCATION & DESCRIPTION

☒ AT CUSTOMER'S
LOCATION

☐ AT SERVICE
CENTER

☒ NEW
EQUIPMENT

☐ EXISTING
EQUIPMENT

VEHICLE INFORMATION

<input type="checkbox"/> STANDARD SEDAN	QUANTITY
<input type="checkbox"/> PICK-UP TRUCK	QUANTITY
<input type="checkbox"/> HEAVY DUTY TRUCK	QUANTITY
<input type="checkbox"/> POSITIVE GROUND	QUANTITY
<input type="checkbox"/> OTHER	QUANTITY

ANTENNA & TOWER INFORMATION-MOUNTING STRUCTURE, LOCATION

REPEATER ANTENNA SITE INFORMATION

1 ☐ ROOF

NORMAL

4 ☐ ANTENNA TO BE

MOUNTED ON
EXISTING STRUCTURE

IF CUSTOMER OWNED REPEATER/ANTENNA SITE GIVE
LOCATION AND NUMBER

2 ☐ GROUND

SAND
STONE/ROCK
OTHER

IF COMMUNITY REPEATER
GIVE NUMBER AND LOCATION

3 ☐ OTHER

5 ☐ TYPE

EQUIPMENT

INSTALLATION \$ 39,384.62

TAXES

NOT INCLUDED

TOTAL

\$ 39,384.62

SPLIT SUBCONTRACT:

☐ YES

(PLEASE SPECIFY SVC CTR
NAME(S) EQUIPMENT AND DOLLARS)

SERVICE CENTER:

NICE SYSTEMS

INC

221 River Street
Hoboken, NJ

0 7030

THE ABOVE INSTALLATION AMOUNT IS
SUBJECT TO STATE AND LOCAL TAXING
JURISDICTIONS, TO BE VERIFIED BY
MOTOROLA

TAX EXEMPT:

☐ YES, ATTACHED EXEMPT
CERTIFICATE
☐ NO

MOTOROLA SERVICE REPRESENTATIVE SIGNATURE

N/A

919-704-5098

TELEPHONE #

MOBILE #

THE CURRENT REVISION OF MOTOROLA'S SERVICE TERMS AND CONDITIONS, A COPY OF WHICH IS ATTACHED TO THIS SERVICE AGREEMENT,
IS INCORPORATED HEREIN BY THIS REFERENCE.

AUTHORIZED CUSTOMER SIGNATURE/P.O. #

TITLE

DATE

STR 330E REV (8/02)

Service Terms and Conditions

Motorola, Inc., through its Commercial, Government, and Industrial Solutions Sector ("Motorola"), and the customer named in this Agreement ("Customer"), hereby agree as follows:

Section 1 APPLICABILITY

These Service Terms and Conditions apply to service contracts whereby Motorola agrees to provide to Customer either (1) maintenance, support and/or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2 DEFINITIONS AND INTERPRETATION

"Agreement" means these Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Service Terms and Conditions will take precedence over any cover page, and the cover page will take precedence over any attachments, unless the cover page or attachment specifically states otherwise. "Equipment" means the communication equipment that is specified in the attachments or is subsequently added to this Agreement. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3 ACCEPTANCE

Customer accepts these Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement will become binding only when accepted in writing by Motorola. The term of this Agreement will begin on the "Start Date" indicated in this Agreement.

Section 4 SCOPE OF SERVICES

- 4.1. Motorola will provide the Services described in this Agreement or in a more detailed Statement of Work or other attachment. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for such services.
- 4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be Serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.
- 4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for such additional equipment expires.
- 4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for such Equipment will terminate at the end of the month in which Motorola receives such written notice.
- 4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.
- 4.6. If Equipment cannot, in Motorola's opinion, be properly or economically serviced for any reason including excessive wear, unavailability of parts, the state of technology, or practical infeasibility, Motorola may modify the scope of Services related to such Equipment, remove such Equipment from the Agreement, or increase the price to Service such Equipment.
- 4.7. Customer must promptly notify Motorola directly of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5 EXCLUDED SERVICES

- 5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; or accident, liquids, power surges, neglect, acts of God or other force majeure events.
- 5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries, magnetic tapes, etc.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the Internet or the worldwide web, or for Equipment malfunction caused by such transmission medium.

Section 6 TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for such charges and expenses.

Section 7 CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8 PAYMENT

Unless alternative payment terms are specifically stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date. Customer agrees to reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

Section 9 WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days following completion of those Services. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Service Terms and Conditions, continued

Section 10 DEFAULT/TERMINATION

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2 Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

Section 11 LIMITATION OF LIABILITY

This limitation of liability provision shall apply notwithstanding any contrary provision in this Agreement. Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the previous twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT TO THE FULL EXTENT SUCH DAMAGES MAY BE DISCLAIMED BY LAW, MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT. Except for money due upon an open account, no action may be brought for a breach of this Agreement more than one (1) year after the accrual of such cause of action. This limitation of liability will survive the expiration or termination of this Agreement.

Section 12 EXCLUSIVE TERMS AND CONDITIONS

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an inadvertent omission of the reference to this Agreement shall not affect its applicability. In no event shall either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: (i) such purchase order, acknowledgement, or other writings specifically refer to this Agreement; (ii) clearly indicate the intention of both parties to override and modify this Agreement; and (iii) such purchase order, acknowledgement, or other writings are signed by authorized representatives of both parties.

Section 13 PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any such information or data to any person, or use such information or data itself for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section will survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial, financial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14 FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by such agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15 COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it shall be modified as necessary to conform to such law.

Section 16 MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to such property, and return it to Motorola upon request. Such property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17 GENERAL TERMS

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be governed and interpreted in accordance with the laws of the State in which the Services are performed.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes such as strikes, material shortages, or acts of God that are beyond that party's reasonable control.

17.5. Motorola may assign its rights and obligations, and may subcontract any portion of its performance, under this Agreement.

17.6. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.7. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for such services on a time and materials basis at Motorola's then effective hourly rates.



COMMUNITY DEVELOPMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 17, 2019

TO: BOARD OF COUNTY COMMISSIONERS

FROM: DEE TAYLOR, DIRECTOR OF COMMUNITY DEVELOPMENT

DATE: 6/6/2019

SUBJECT: APPROVAL OF SUBMISSION OF 2019 COMMUNITY DEVELOPMENT ANNUAL ACTION PLAN

BACKGROUND

As part of the Five-Year Consolidated Planning process, an Action Plan is presented each year by Community Development outlining activities to be carried out over the next program year. The 2019 Annual Action Plan is to be submitted to the U.S. Department of Housing and Urban Development (HUD) within 60 days after notification of allocations or by August 16, 2019 (whichever is first). The proposed estimated entitlement funding for this year is as follows: Community Development Block Grant (CDBG) - \$836,657; and HOME Investment Partnership Act (HOME) - \$364,750. The proposed competitive funding awards for our community for programs administered and managed by Community Development this year is the Continuum of Care (CoC) - \$162,955.

A public hearing was held at the May 20, 2019 Board of Commissioners meeting. The Annual Action Plan was made available at several locations throughout the County for a 30-day public review and comment period from April 18, 2019 through May 17, 2019. No comments were received during the public hearing or public review period. A final copy of the plan will be available at the Community Development Office.

RECOMMENDATION / PROPOSED ACTION

Community Development recommends that the Board of County Commissioners approve submission of the Annual Action Plan to HUD within the required deadline.

ATTACHMENTS:

Description	Type
2019 Annual Action Plan	Backup Material



2019 ANNUAL ACTION PLAN

July 1, 2019 – June 30, 2020

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

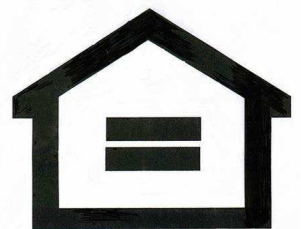


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EXECUTIVE SUMMARY

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 was held before the Board of County Commissioners on May 20, 2019, in the County Courthouse, located at 117 Dick Street.

5. Summary of public comments

There were no comments received during the public hearing or the public review period.

6. Summary of comments or views not accepted and the reasons for not accepting them

Not applicable. There were no public comments.

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.

Agency Role	Name	Department/Agency
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	Agency/Group/Organization	Towns of Eastover, Falcon, Godwin, Hope Mills, Linden, Spring Lake, Stedman, and Wade
	Agency/Group/Organization Type	Housing Services-homeless Other government - Local Neighborhood Organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	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

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
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 6 public locations, including government offices. 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	836,657	173,000	500,000	1,509,657	-	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	364,750	200,000	400,000	964,750	-	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	239,835	0	0	239,835	-	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: \$563,880 HOME: \$508,275 General Fund: \$91,188	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: \$141,875	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: \$110,499	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	Goal Name	Increase Affordable Quality Housing
	Goal Description	Cumberland County Community Development will pursue housing goals that include maintaining and increasing the availability and accessibility of decent, safe and affordable housing.
2	Goal Name	Essential Services and Housing for the Homeless
	Goal Description	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	Goal Name	Improve Access to Public Services (Human Services)
	Goal Description	Cumberland County Community Development will provide funding to agencies for healthcare services and services to homeless for approximately 1000 persons.
4	Goal Name	Improve Public Facilities/Develop Infrastructure
	Goal Description	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	Project Name	HOUSING REHABILITATION (2019)
	Target Area	Cumberland County Area
	Goals Supported	Increase Affordable Quality Housing
	Needs Addressed	Affordable Housing
	Funding	CDBG: \$334,906 HOME: \$279,463
	Description	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.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	These activities will benefit approximately low- to moderate- income households.
	Location Description	County-wide
	Planned Activities	-
2	Project Name	AFFORDABLE HOUSING (2019)
	Target Area	Cumberland County Area
	Goals Supported	Increase Affordable Quality Housing
	Needs Addressed	Affordable Housing
	Funding	HOME: \$320,000

	Description	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. Funds will also be used to provide gap financing / closing costs for a potential homebuyer. General funds will also be used as match to support the activities.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	This activity will benefit approximately 2 low- to moderate- income households.
	Location Description	County-wide
	Planned Activities	-
3	Project Name	HOUSING PROJECT DELIVERY COSTS (2019)
	Target Area	Cumberland County Area
	Goals Supported	Increase Affordable Quality Housing
	Needs Addressed	Affordable Housing
	Funding	CDBG: \$243,921
	Description	Staff and overhead costs directly related to carrying out housing projects, such as work specification preparation, loan process, inspections, and other housing-related services.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	-
	Location Description	-
4	Project Name	PUBLIC SERVICES (2019)
	Target Area	Cumberland County Area
	Goals Supported	Improve Access to Public Services (Human Services)
	Needs Addressed	Non-Housing Community Development
	Funding	CDBG: \$70,373
	Description	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.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	These activities will benefit approximately 1,000 low- to moderate- income.
	Location Description	County-wide
5	Project Name	HOMELESS SERVICES (2019)
	Target Area	Cumberland County Area
	Goals Supported	Essential Services and Housing for the Homeless
	Needs Addressed	Homelessness
	Funding	CDBG: \$55,126
	Description	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.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	This activity will benefit low- to moderate- income households facing homelessness.
	Location Description	County-wide
6	Project Name	PUBLIC FACILITIES / INFRASTRUCTURE (2019)
	Target Area	Cumberland County Area

	Goals Supported	Improve Public Facilities/Develop Infrastructure
	Needs Addressed	Non-Housing Community Development
	Funding	CDBG: \$100,000
	Description	Funding provided to make public facilities/infrastructure available for low- to moderate- income citizens of Cumberland County.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	-
	Location Description	County-wide
	Planned Activities	-
	Planned Activities	-
7	Project Name	GENERAL ADMINISTRATION / PLANNING (2019)
	Target Area	Cumberland County Area
	Goals Supported	Increase Affordable Quality Housing
	Needs Addressed	Affordable Housing
	Funding	CDBG: \$167,331 HOME: \$56,475
	Description	CDBG funding will be provided to support administrative cost associated with carrying out the 2019 Action Plan Goals and Priority needs. Local government funds will also be used to help support this activity.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	-
	Location Description	-
	Planned Activities	-
8	Project Name	ECONOMIC DEVELOPMENT (2019)
	Target Area	Cumberland County Area
	Goals Supported	Expand Economic Opportunities for LMI Persons
	Needs Addressed	Non-Housing Community Development
	Funding	CDBG: -
	Description	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.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	-
	Location Description	-
	Planned Activities	-

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

Target Area	Percentage of Funds
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

A Point-in-Time Homeless count was conducted in January 2019 for Fayetteville / Cumberland County areas. Based on the report submitted to HUD, there were a total of 329 persons that were homeless on the night of January 30, 2019. This is a decrease compared to the 2018 PiT Homeless count which was a total of 372 homeless persons.

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

According to the January 2019 PiT count, there were a total of 226 unsheltered persons. One of the main goals of the local CoC is to ensure persons living in the streets have access to services and housing through street outreach. 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 will partner with agencies to provide emergency shelter 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

The 2019 PiT count indicated that at least 37% of the total homeless population were identified as chronically homeless. At least 33% of the total homeless population were families with children. The PiT count also indicated that 12% of the total homeless population were veterans. 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.

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
Total Program Income	0

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.



BUDGET DIVISION

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 17, 2019

TO: BOARD OF COUNTY COMMISSIONERS

FROM: MELISSA CARDINALI, ASSISTANT COUNTY MANAGER

DATE: 6/12/2019

SUBJECT: APPROVAL OF BUDGET ORDINANCE AMENDMENTS FOR THE JUNE 17, 2019 BOARD OF COMMISSIONERS' AGENDA

BACKGROUND

General Fund 101

1) Sheriff's Office School Law Enforcement- Budget Ordinance Amendment B190353 in the amount of \$497,826 to recognize revenue from the Cumberland County Schools Board of Education

The Board is requested to approve Budget Ordinance Amendment B190353 in the amount of \$497,826. The Cumberland County School Board of Education has been awarded a two-year grant for six additional School Resource Officers. A contract amendment has been completed between the Sheriff's Office and the Cumberland County School system effective May 2019. Due to the effective date, the money awarded for FY19 will be used to pay for the salaries for the remainder of FY19 and the necessary items to upfit these positions. This item was discussed at the budget work session of the Cumberland County Board of County Commissioners on June 3, 2019.

Please note this amendment requires no additional county funds.

2) Social Services Other - Budget Ordinance Amendment B190139 in the amount of \$340,000 for foster care board and basic needs

The Board is requested to approve Budget Ordinance Amendment B190139 in the amount of \$340,000. There has been an increase in the number of children entering foster care. The additional funds will provide licensed foster placement for children as well as basic needs for the foster children.

Please note this amendment requires appropriation of fund balance.

Juvenile Crime Prevention Council (JCPC) Fund 245

3) Juvenile Crime Prevention Council (JCPC) - Budget Ordinance Amendment B190154 to recognize funds from the NC Department of Public Safety in the amount of \$29,342

The Board is requested to approve Budget Ordinance Amendment B190154 to recognize funds in the amount of \$29,342 from the NC Department of Public Safety in support of FY19 JCPC programs.

Please note this amendment requires no additional county funds.

Recreation Fund 250

4) Parks and Recreation - Budget Ordinance Amendment B191321 to recognize a donation from the Grays Creek Ruritan Club in the amount of \$25,000

The Board is requested to approve Budget Ordinance Amendment B191321 to recognize a \$25,000 donation from the Grays Creek Ruritan Club. This money will be used to purchase playground equipment at Hall Park.

Please note this amendment requires no additional county funds.

5) Hope Mills Recreation - Budget Ordinance Amendment B191255 to recognize additional tax revenue in the amount of \$9,350

The Board is requested to approve Budget Ordinance Amendment B191255 to recognize additional tax revenue in the amount of \$9,350 collected for the Hope Mills Recreation district to be used, as required, towards all expenses within the Hope Mills recreation district.

Please note this amendment requires no additional county funds.

Community Development Support Housing Fund 267

6) Community Development Support Housing Fund - Budget Ordinance Amendment B191244 to transfer general fund dollars to Community Development Support Housing Fund in the amount of \$16,757

The Board is requested to approve Budget Ordinance Amendment B191244 in the amount of \$16,757 to transfer general fund dollars to the Community Development Support Housing Fund. The County is required to provide matching funds for federal grants and \$16,757 is the amount needed to meet the FY 2019 requirement. All matching funds are used for eligible activities for program participants like supportive services such as rental assistance, child care, education assistance.

Please note this amendment requires appropriation of general fund balance in the amount of \$16,757.

NC Elderly Handicap Transportation Fund 277

7) Mid Carolina Senior Transportation - Budget Ordinance Amendment B190104 to transfer general fund dollars to Mid Carolina Senior Transportation in the amount of \$977

The Board is requested to approve Budget Ordinance Amendment B190104 in the amount of \$977 to transfer general fund dollars to Mid Carolina Senior Transportation. This revision is necessary for payment of a prior year invoice as approved by the Board of County Commissioners on March 13, 2019. The invoice was for a prior year medical transportation service and cannot be reimbursed from current year grant funds.

Please note this amendment requires appropriation of general fund balance.

8) Non-Medical Transport Grant - Budget Ordinance Amendment B190100 to recognize grant funds from the Federal Transit Administration Section 5310 Program in the amount of \$36,525 and a transfer of general fund dollars in the amount of \$3,653

The Board is requested to approve Budget Ordinance Amendment B190100 to recognize additional grant funds in the amount of \$36,525 from the Federal Transit Administration Section 5310 Program. These funds will be used for transportation services for the remainder of the fiscal year. The grant requires a local match of 10% (\$3,653) to be transferred from the General Fund.

Please note this amendment requires appropriation of general fund balance in the amount of \$3,653.

Group Insurance Fund 801

9) Group Insurance - Budget Ordinance Amendment B190138 to appropriate Group Insurance Fund balance in the amount of \$1,000,000

The Board is requested to approve Budget Ordinance Amendment B190138 to appropriate Health Insurance Fund balance in the amount of \$1,000,000 to prepare for a potential above average increase in medical costs during the month of June as a result of the medical insurance coverage change for post-65 retirees, which will become effective July 1.

Please note this amendment requires appropriation of Group Insurance fund balance.

Contingency Funds Report – FY19

The County Manager approved the following uses of contingency funds totaling \$30,000.

- \$30,000 was transferred to Facilities Maintenance for repairs at Roxie Detox & Crisis Stabilization Center (1724 Roxie Avenue).

RECOMMENDATION / PROPOSED ACTION

Approve Budget Ordinance Amendments



FINANCE OFFICE

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 17, 2019

TO: BOARD OF COUNTY COMMISSIONERS

FROM: VICKI EVANS, FINANCE DIRECTOR

DATE: 6/13/2019

**SUBJECT: ESTABLISHING A CAPITAL PROJECT BUDGET ORDINANCE #190032 FOR
500 EXECUTIVE PLACE**

BACKGROUND

In FY18 the Board of Commissioners embraced the use of the Capital Planning Model and established the Capital Investment Fund for project planning and financing. To date, all costs incurred related to 500 Executive Place have been paid out of the Capital Investment Fund. For accounting purposes, it is time to move the EOC project from the Capital Investment Fund to a capital project fund for the Emergency Operations Center project.

A capital project budget ordinance totaling \$15 million is requested. The basis for the \$15 million was the March 2016 EOC/911 study conducted by Mission Critical Partners. This represents the entire estimated cost divided in half to arrive at the County-only portion of the cost. The amount is conceptual only and was used as a placeholder in the Capital Planning Model and is needed as a placeholder to comply with the Local Budget & Fiscal Control Act.

In November 2018 the County purchased property located at 500 Executive Place for \$5,113,537, paid from the Capital Investment Fund. In January 2019 the Board of Commissioners adopted a resolution of official intent to pursue tax exempt financing and to reimburse expenditures with proceeds of a borrowing in an amount not currently expected to exceed \$15 million.

Establishment of capital project budget ordinance #190032 for the EOC project is being requested at this time as authorized by North Carolina General Statute 159-13.2. Total project costs have not been determined but could include items such as: building purchase, surveying, licensing and permitting, architect fees, engineering fees, construction, technology, furniture and fixtures, and fees associated with debt issuance. The determination of total project costs will be made by the Board of Commissioners as the project progresses.

The initial revenue source for the capital project will be a transfer from the Capital Investment Fund balance.

Once capital financing is secured, debt proceeds are received, and a proper budget ordinance revision is approved by the Board of Commissioners, the Capital Investment Fund will be reimbursed. At that time the revenue source for the EOC capital project will become debt proceeds.

Any other modification that would increase or decrease the total project placeholder of \$15 million requires the Board of Commissioners' approval.

RECOMMENDATION / PROPOSED ACTION

At the June 13, 2019 Agenda Session meeting, the Board of Commissioners voted 3-2 to place the action below as a Consent Item on the June 17, 2019 Board of Commissioners' Meeting:

Approval of Capital Project Budget Ordinance #190032 to establish a capital project fund for the Emergency Operations Center project totaling \$15 million.

ATTACHMENTS:

Description

Type

EOC - Capital Project Budget Ord #190032

Backup Material



FINANCE OFFICE

4th Floor, Room No. 451, Courthouse • PO Box 1829 • Fayetteville, North Carolina 28302-1829

CAPITAL PROJECT BUDGET ORDINANCE #190032
500 EXECUTIVE PLACE
EMERGENCY OPERATIONS CENTER CAPITAL PROJECT

The Cumberland County Board of Commissioners hereby adopt the following Capital Project Ordinance in accordance with North Carolina General Statutes 159-13.2:

Section 1. The project authorized is the Emergency Operations Center building and capital improvements project, located at 500 Executive Place. The revenue source will initially be a transfer from the Capital Investment Fund Balance, to then be reimbursed by proceeds from a borrowing upon approval by the Local Government Commission.

Section 2. The following projected expenditure is appropriated for this project:

	<u>Expenditure</u>
Capital Outlay – Building and Improvements	\$15,000,000

Section 3. The following associated revenue is appropriated for this project:

	<u>Revenue</u>
Transfer from the Capital Investment Fund	\$15,000,000

Section 4. The County Manager, as Budget Officer, is hereby authorized to transfer funds between line items within this capital project ordinance, however, any net increases or decreases to total capital project ordinance appropriations shall require a capital project ordinance amendment by the Board of Commissioners.

Section 5. Within five days after adoption, copies of this ordinance shall be filed with the Finance Officer, Budget Officer, and Clerk to the Board, to be kept on file by them for their direction in the disbursement of County funds for this project.

Adopted this _____ day of _____, 2019.

Attest:

Clerk to the Board

Chairman, Board of County Commissioners

Celebrating Our Past...Embracing Our Future

EMERGENCY OPERATIONS CENTER – CAPITAL IMPROVEMENTS PROJECT

Project Description: This project includes the purchase of a building located at 500 Executive Place, Fayetteville, North Carolina. Project costs to house and upfit an emergency operations center include but may not be limited to the following: building purchase, surveying, licensing and permitting, architect fees, engineering fees, construction, technology, furniture and fixtures, and fees associated with debt issuance. The initial revenue source for the capital project will be a transfer from the Capital Investment Fund. After capital financing has occurred and once proceeds of the borrowing are received, the County will reimburse the Capital Investment Fund for the amount of the transfer into this project fund. At that time the revenue source will become debt proceeds.

Reference: On January 7, 2019, the Board of Commissioners adopted a resolution of official intent to pursue tax exempt financing and to reimburse expenditures with proceeds of a borrowing in an amount not currently expected to exceed \$15,000,000.

Celebrating Our Past...Embracing Our Future



WORKFORCE DEVELOPMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 17, 2019

TO: BOARD OF COUNTY COMMISSIONERS

FROM: NEDRA CLAYBORNE RODRIGUEZ - DIRECTOR OF WORKFORCE DEVELOPMENT

DATE: 6/4/2019

SUBJECT: WORKFORCE DEVELOPMENT ANNUAL PLAN

BACKGROUND

The Workforce Innovation and Opportunity Act (WIOA) requires each Workforce Development Board (WDB) to develop and submit, in partnership with the local chief elected official, a comprehensive four-year plan. The most recent Four-Year Plan was submitted in May 2016. Annually, each WDB is to provide updates to the Comprehensive Four-Year Plan. The WIOA Program Year (PY) 2019 Plan provides updates which will be effective July 1, 2019 - June 30, 2020 and will include all current local and WIOA-required policies.

The PY2019 Plan includes information related to the Workforce Development Board Overview, NCWorks Career Center, WIOA Title I Programs (i.e., Adult and Dislocated Worker Services and Youth Services), and Local program innovations. The complete document and attachments are available via <http://www.co.cumberland.nc.us/departments/career-center-group/career-center/local-area-plan>. The Cumberland County Workforce Development Board approved the PY2019 Cumberland County Local Workforce Development Area Plan at their May 21, 2019 meeting.

RECOMMENDATION / PROPOSED ACTION

At the June 13, 2019 Agenda Session Meeting, the Board of Commissioners approved placing the proposed action below on the Consent Agenda for the June 17, 2019 Board of Commissioners' Meeting.

Approve the Workforce Development Annual Plan by allowing the Chair of the Cumberland County Board of Commissioners to sign the Signatory page and authorizing the County Manager to sign the Certification form.



ENGINEERING AND INFRASTRUCTURE DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 17, 2019

TO: BOARD OF COUNTY COMMISSIONERS

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

DATE: 6/13/2019

SUBJECT: CONTRACT FOR REPLACEMENT OF GENERATOR AT JUDGE E. MAURICE BRASWELL CUMBERLAND COUNTY COURTHOUSE AND ASSOCIATED BUDGET ORDINANCE AMENDMENT #190062

BACKGROUND

The existing emergency generator that serves the Judge E. Maurice Braswell Cumberland County Courthouse is the original generator to the building and it is over forty years old. The generator provides emergency power for life safety features (fire pump, sprinkler system jockey pump, emergency lighting, etc.) and the Cumberland County IS Data Center. There has been a desire over the last several years to add additional electrical loads to the generator. Based on the existing electrical loads exceeding the design capacity, the age of the generator, and the need to add additional loads, the Board of Commissioners approved moving forward with the engineering design associated with the generator replacement at the Board of Commissioners' meeting in December.

E&I staff selected Progressive Design Collaborative, LTD (PDC) from the List of Qualified Architectural/Engineering Firms approved by the Board of Commissioners at the December 3rd, 2015 meeting to perform the design of the project. The project was publicly advertised, and all local contractors were invited to the pre-bid that was held on May 22, 2019. The bid opening was held on June 4, 2019. Due to an insufficient number of bids being received, the project was re-advertised. The bids are scheduled to be opened on June 12th. The certified bid tab and letter of recommendation to award a contract to the lowest, responsible, and responsive bidder from PDC will be presented at the Agenda Session on June 13th. The lowest, responsible, and responsive bid was provided by Haire Plumbing & Mechanical Company, Inc. in the amount of \$2,737,200.

RECOMMENDATION / PROPOSED ACTION

At the June 13, 2019 Agenda Session Meeting, the Board of Commissioners approved placing the proposed actions below as a Consent Item on the June 17, 2019 Board of Commissioners' Meeting:

1. Accept the bid and award a contract to the lowest, responsible and responsive bidder which is Haire Plumbing & Mechanical Company, Inc. in the amount of \$2,737,200.
2. Establish a 10% contingency in the amount of \$273,720 to be used for additional work recommended by the E&I Director and approved by the County Manager.
3. Approve associated Budget Ordinance Amendment #190062 for the project bid amount plus a 10% project contingency for a total of \$3,010,920.

ATTACHMENTS:

Description

Type

Bid Recommendation Letter and Bid Tab

Backup Material



Progressive Design Collaborative, Ltd

3101 Poplarwood Court, Suite 320

Raleigh, North Carolina 27604

919-790-9989

June 12, 2019

Mr. Jeffery Brown, P.E.
Engineering & Infrastructure (E&I) Director
130 Gillespie Street, Room 214
Fayetteville, NC 28301

Re: Cumberland County
Judge E. Maurice Braswell Courthouse
Generator Replacement
PDC 19007

Mr. Brown:

Based on the attached bid tab for the referenced project, I am recommending Haire Plumbing be awarded the project for the amount of \$2,737,200 to provide the Generator Replacement at the Cumberland County Judge E. Maurice Braswell Courthouse Building.

Sincerely,

Scott Ennis, P.E.
PROGRESSIVE DESIGN COLLABORATIVE, LTD.

Attachments:

Certified Bid Tabulation
Haire Plumbing Bid Submittal



pdcengineers.com



Progressive Design Collaborative, Ltd
3101 Poplarwood Court, Suite 320
Raleigh, North Carolina 27604
919-790-9989

CERTIFIED BID TABULATION

**Judge E. Maurice Braswell Cumberland County Courthouse
Generator Replacement**
PDC 19007
June 12, 2019

CONTRACTOR	LICENSE #	MWBE	Bid Bond	ADD 01	ADD 02	ADD 03	ADD 04	BASE BID
Hair Plumbing	4280	X	X	X	X	X	X	\$2,737,200

This is to certify this bid tabulation to be true and correct:

Scott Ennis, P.E.
PROGRESSIVE DESIGN COLLABORATIVE, LTD.





ENGINEERING AND INFRASTRUCTURE DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 17, 2019

TO: BOARD OF COUNTY COMMISSIONERS

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

DATE: 6/11/2019

**SUBJECT: CONTRACT FOR JANITORIAL SERVICES AT THE JUDGE E. MAURICE
BRASWELL CUMBERLAND COUNTY COURTHOUSE**

BACKGROUND

During my tenure as the Engineering & Infrastructure (E&I) Director, evening janitorial services have been provided for the Judge E. Maurice Braswell Cumberland County Courthouse by individuals employed by a temporary staffing agency but supervised by a County employee. Over the last several years, this method of providing janitorial services has become more challenging with the frequent turnover of employees provided by the temporary staffing agency. With constant turnover, it is difficult to maintain the level of service that is desired for this facility.

On January 3, 2019, a Request for Proposal was issued for evening janitorial services beginning July 1, 2019, within the Judge E. Maurice Braswell Cumberland County Courthouse. Our Department received submittals from the following companies:

Fayetteville Janitorial, Inc.	\$20,675/month
Jani-King RDU	\$19,950/month
360 Clean	\$13,689.21/month

E&I Staff have met with representatives from 360 Clean on several occasions and have checked references provided as part of their proposal. The responses we received were all positive. Our department believes this will be a positive change that will result in an overall improvement in cleanliness to the facility. Although these services are being contracted for FY20, we are able to maintain the same funding level within the Public Buildings Janitorial budget. Since these contracted services are slated to begin July 1, 2019, the contract for these services is being brought before the Board of Commissioners for approval prior to the beginning of FY 20.

RECOMMENDATION / PROPOSED ACTION

At the June 13, 2019 Agenda Session Meeting, the Board of Commissioners approved placing the proposed action below as a Consent Item on the June 17, 2019 Board of Commissioners' Meeting:

- Approve a contract with 360 Clean in the amount not to exceed \$164,270.52 for evening janitorial services within the Judge E. Maurice Braswell Cumberland County Courthouse for FY 20.

ATTACHMENTS:

Description

Janitorial Contract

Type

Backup Material

STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND

SERVICES AGREEMENT

This Agreement made this **1st day of July 2019**, and hereafter known as **360 Clean** agreement, by and between the County of Cumberland, a body politic and a subdivision of the State of North Carolina, hereinafter referred to as COUNTY, and **360 Clean**, a business located at **670 Marina Drive Suite 101, Daniel Island, SC 29492** hereinafter referred to as CONTRACTOR.

WITNESSETH:

WHEREAS, the COUNTY needs **janitorial services at the following facilities: 117 Dick Street, Fayetteville NC 28301**

WHEREAS, the CONTRACTOR represents it is qualified to provide the COUNTY **professional janitorial services** with respect to; and

WHEREAS, the CONTRACTOR 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 **2019-2020** COUNTY budget for the performance of said services.

NOW THEREFORE, the parties mutually agree as follows:

1. PURPOSE: The COUNTY agrees to purchase and the CONTRACTOR agrees to provide certain services under the terms described below:
2. TERM OF AGREEMENT: The term of this Agreement shall be from **July 1, 2019** through **June 30, 2020**, unless sooner terminated. The COUNTY may terminate this Agreement prior to the expiration of the above state period if in the judgment of the COUNTY:
 - A. The CONTRACTOR shall have completed all services required.
 - B. The CONTRACTOR shall have failed or neglected to furnish or perform the necessary services to the reasonable satisfaction of the County.
 - C. The County shall have given the CONTRACTOR thirty (30) days written notice of the COUNTY'S intent to terminate this Agreement. The COUNTY will make all payments due the CONTRACTOR only for services rendered and/or expenses actually incurred up to and including the date of such termination.
3. SERVICES: CONTRACTOR shall perform such expert and technical services as are listed in Exhibit 1, attached, and incorporated herein by reference. The parties agree that the terms and conditions contained herein supersede conflicting terms and conditions

contained at Exhibit 1. CONTRACTOR warrants that it shall perform the services with a high degree of skill and care and in a workman-like manner. CONTRACTOR shall perform such ancillary work as may be necessary to ensure the effective performance of the services cited above. Insofar as practical, the CONTRACTOR shall cooperate with the operational schedule of the COUNTY, and with other personnel employed, retained, or hired by the COUNTY.

4. PRICE: The services shall not exceed a cost of **\$164,270.52**
5. PAYMENT: The COUNTY shall pay the CONTRACTOR **\$13,689.21 per month**. CONTRACTOR shall bill the COUNTY at least ten days prior to, and as a condition, of payment.
6. 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.
7. ASSIGNMENT: The CONTRACTOR shall not assign all or part of its contract rights under this Agreement, nor delegate any performance hereunder, nor subcontract, without first obtaining the COUNTY'S written approval thereof.
8. COMPLIANCE WITH LAW: CONTRACTOR agrees that its performance of this Agreement shall comply with all laws, regulations, and ordinances, directives, executive orders, or other requirements of any governments or agencies thereof which may govern its performance under this Agreement including, but not limited to, the provisions of the Fair Labor Standards Act of 1938, equal employment laws, and other applicable law.
9. AGENCY AND AUTHORITY: The COUNTY designates the County Manager as its exclusive agent with respect to this Agreement. The County Manager is authorized on behalf of the COUNTY to negotiate directly with the CONTRACTOR on all matters pertaining to this Agreement. The CONTRACTOR agrees that all of its dealings with the COUNTY concerning this Agreement shall be exclusively with the County Manager. Further, the CONTRACTOR agrees that it shall not modify this Agreement except as described in paragraph 14.
10. REMEDIES: If either party shall be in material breach with respect to any performance hereunder, the same shall be a default under this Agreement. The defaulting party shall be liable for reasonable damages as provided by law and for all costs and expenses, to include attorney fees, incurred by the other party on account of such default, except as otherwise provided herein. 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 or otherwise, and may be enforced concurrently or from time to time.

11. **APPLICABLE LAW:** This Agreement shall be governed by the internal laws of the State of North Carolina without regard to conflict of laws provisions thereof. The parties agree that the courts of the State of North Carolina shall have exclusive jurisdiction of any claim arising under this Agreement and that Cumberland County shall be the exclusive venue therefor.
12. **NOTICES:** Any notices to be given by either party to the other under 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 address or to such other address as either party hereafter from time to time shall designate in writing to the other:

CONTRACTOR:

360 Clean
670 Maria Dr. Suite 101
Daniel Island, SC 29492

COUNTY:

County of Cumberland
Jeffery 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.

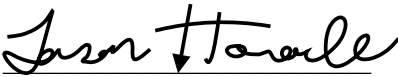
13. **SEVERABILITY:** Should any term, duty, obligation or provision of this Agreement be found invalid or unenforceable, such finding shall not affect the validity of the other terms, duties, obligations, and provisions, which shall remain valid, and in full force and effort.
14. **MODIFICATION:** This Agreement may be modified only by a written agreement signed by both parties and their respective successors.
15. **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 in the making of this Agreement other than those specifically set forth herein.
16. **INDEMNITY:** CONTRACTOR agrees to defend and indemnify the COUNTY and its officers, agents, and employees against any claims, charges, damages, costs, expenses (including counsel fees), fines, judgments, penalties, liabilities, or losses of any kind or nature whatsoever resulting from injury to any person or damage to any property caused, negligently or otherwise by the CONTRACTOR in performing its obligations under this

Agreement. CONTRACTOR shall maintain insurance for commercial liability, property damage, bodily injury, and worker's compensation throughout the term hereof and shall name the COUNTY as an additional insured. CONTRACTOR shall procure insurance with a company authorized to do business in North Carolina and shall provide certificates of insurance to the COUNTY. CONTRACTOR shall immediately notify the COUNTY of any cancellation or notice of cancellation of insurance.

17. INDEPENDENT CONTRACTOR: CONTRACTOR 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 to enter any agreement for or in behalf of the COUNTY. The parties agree that the relationship of CONTRACTOR with the COUNTY is as an "independent contractor", as that term is defined by the law of the State of North Carolina, and that neither CONTRACTOR nor its employees or agents are or shall be employees of the COUNTY.
18. E-VERIFY. CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if CONTRACTOR utilizes a subcontractor, CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes.
19. IRAN DIVESTMENT ACT CERTIFICATION. Contractor hereby certifies that Contractor, and all subcontractors, are not on the Iran Final Divestment List ("List") created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.55-69. Contractor shall not utilize any subcontractor that is identified on the List.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the **1st day of July 2019**, by their respective duly authorized representatives.

WITNESS

BY: 

360Clean

BY: 

Title: **Support Coordinator**

WITNESS

BY: _____

COUNTY OF CUMBERLAND

BY: _____
Jeanette M. Council, Chairman

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

Approved for Legal Sufficiency

BY: _____
County Finance Director

BY: _____
County Attorney's Office



ENGINEERING AND INFRASTRUCTURE DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 17, 2019

TO: BOARD OF COUNTY COMMISSIONERS

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

DATE: 6/11/2019

SUBJECT: REQUEST TO TRANSFER FUNDS TO NORCRESS WATER & SEWER DISTRICT DUE TO INCREASE IN UTILITY BILLS AND ASSOCIATED BUDGET ORDINANCE AMENDMENT #191181

BACKGROUND

Sewer treatment utility bills for the NORCRESS Water and Sewer District have increased over the last several months, requiring a transfer of funding from available water and sewer funds. It is projected that NORCRESS will need \$50,000 to get through the end of the fiscal year. FEMA and the State will reimburse the County \$8,709 for a portion of the PWC utility bill because of Hurricane Florence and the remaining portion will come from available water and sewer funds. The Board of Commissioners approved a rate increase for the NORCRESS system with the effective date of July 1, 2018. This increase was based on a small rate increase by PWC for treatment cost as well as increased operational costs of the system. A summary of rates for the NORCRESS System have been attached.

Staff has been working with Public Works Commission (PWC) to determine the cause of the increased operating and maintenance costs for the system, and several issues have been identified.

- Invoices from PWC following Hurricane Florence were significantly higher based on the excessive rainfall received from the storm event. Treatment costs remained high for months following the hurricane prompting staff to seek details from PWC regarding the increased costs. A comparison of the previous fiscal years has been attached for your review. PWC reported increased volume system-wide due to excessive rainfall for months following Hurricane Florence. Within in the last couple of months, E&I Staff learned that the magnetic meter used to measure flow, flooded out during Hurricane Florence and has been inoperable since. PWC has indicated that a new meter will be installed within the next 30 days. Since the meter has been inoperable, PWC has been relying on Supervisory Control and Data Acquisition (SCADA) data to determine the flow for billing purposes. Once the meter has been installed, PWC and the County will monitor the difference between flows measured on the meter against

the flow estimated by SCADA for a couple of months. If there are significant differences between the two, PWC has agreed to revisit the previous invoices to determine if adjustments are warranted.

- Cost of chemical additives to the system for odor control continue to rise yearly. PWC Staff and E&I Staff are working with the hog slaughtering plant located in Falcon to determine additional steps that need to be taken to lower the odor impacts caused by the concentration of waste that is entering the system from their site.
- Last fiscal year, required video inspections were completed by an outside contractor of all the gravity lines within the NORCRESS system. The purpose of this project was to identify any areas in which stormwater inflow or infiltration could possibly be entering the system.

E&I Staff will work with the Finance Department to determine steps that need to be taken to address current and future O&M costs in order to assure the financial sustainability of the NORCRESS Water and Sewer District moving forward.

RECOMMENDATION / PROPOSED ACTION

At the June 13, 2019 Agenda Session Meeting, the Board of Commissioners approved placing the proposed action as a Consent Item on both the June 17, 2019 Board of Commissioners' Meeting and the June 17, 2019 NORCRESS Governing Board Meeting:

- Approve Budget Ordinance Amendment #191181 in the amount of \$50,000 which will transfer funds to the NORCRESS Water and Sewer District from available water and sewer funds and FEMA/State reimbursable funds.

ATTACHMENTS:

Description	Type
Summary of User Rates	Backup Material
FY Utility Bills	Backup Material

NORCRESS Rates from Start-up to Now

	10/1/2005	7/1/2007	7/1/2010	3/1/2013	7/1/2018
Sewer Usage Residential	\$4.03 per thousand gallons	\$4.50 per thousand gallons	\$5.50 per thousand gallons	\$6.50 per thousand gallons	\$7.50 per thousand gallons
Debt Charge Residential	\$10.65 per customer	\$10.65 per customer	\$9.65 per customer	\$9.65 per customer	\$9.65 per customer
Admin Fee	\$1.58 per customer	\$1.58 per customer	\$1.58 per customer	\$1.58 per customer	\$2.00 per customer
Lift Station Maintenance Fee Residential	0	0	\$1.00 per customer	\$2.00 per customer	\$3.00 per customer
Sewer Usage Commercial	\$4.03 per thousand gallons	\$4.50 per thousand gallons	\$5.50 per thousand gallons	\$7.00 per thousand gallons	\$8.00 per thousand gallons
Debt Charge Commercial	\$1.00 per thousand gallons	\$1.00 per thousand gallons	\$1.00 per thousand gallons	\$1.00 per thousand gallons	\$2.00 per thousand gallons
Lift Station Maintenance Fee Commerical	0	0	\$5.50 per thousand gallons	\$1.00 per thousand gallons	\$2.00 per thousand gallons
Flat Monthly Sewer Usage	\$26.42	\$26.42	\$26.42	\$31.42	\$33.42

NORCRESS

Bill Month	17 AMOUNT	18 AMOUNT	19 AMOUNT		DIFFERENCE 19/18		DIFFERENCE 18/17		DIFFERENCE 19/17
August	\$18,317.79	\$16,795.94	\$14,621.33		(\$2,174.61)		(\$1,521.85)		(\$3,696.46)
September	\$23,768.63	\$13,091.14	\$18,097.13		\$5,005.99		(\$10,677.49)		(\$5,671.50)
October	\$15,689.22	\$10,457.83	\$25,375.97		\$14,918.14		(\$5,231.39)		\$9,686.75
November	\$28,158.62	\$9,879.62	\$15,681.15		\$5,801.53		(\$18,279.00)		(\$12,477.47)
December	\$15,887.27	\$9,197.55	\$20,348.07		\$11,150.52		(\$6,689.72)		\$4,460.80
January	\$12,717.34	\$18,547.41	\$27,589.43		\$9,042.02		\$5,830.07		\$14,872.09
February	\$18,101.13	\$14,884.11	\$28,167.03		\$13,282.92		(\$3,217.02)		\$10,065.90
March	\$15,562.99	\$17,571.72	\$22,194.84		\$4,623.12		\$2,008.73		\$6,631.85
April	\$9,923.14	\$21,223.61	\$20,675.28		(\$548.33)		\$11,300.47		\$10,752.14
	\$158,126.13	\$131,648.93	\$192,750.23		\$61,101.30		(\$26,477.20)		\$34,624.10



OFFICE OF THE COUNTY ATTORNEY

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 17, 2019

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COUNTY ATTORNEY

DATE: 6/13/2019

SUBJECT: RESOLUTION REQUESTING THE HOSPITAL TO CONVEY THE ROXIE AVENUE CENTER BACK TO THE COUNTY

BACKGROUND

At its June 13, 2019, agenda session, the Board of Commissioners approved placing this matter on the Consent Agenda for the June 17, 2019, regular meeting.

The minutes of the October 6, 2008, meeting of the Board of Commissioners reflect that the Board approved a contract for the replacement of the roof at the Roxie Avenue Center, used at that time as a center for mental health crisis stabilization. The minutes of the February 3, 2011, meeting of the Facilities Committee, reflect that Cape Fear Valley Health System was operating the Roxie Avenue Center to provide mental health services through a lease with the former Cumberland County Area Mental Health Authority and the County still had the obligation to maintain the property. Cape Fear Valley has continued to provide mental health services at the Center as a vendor under a contract with Alliance Behavioral Healthcare.

At the time of the merger of the Cumberland County Mental Health Authority into Alliance Behavioral Healthcare in 2013, the County Attorney discovered that the Roxie Avenue Center was included as one of the 52 parcels of property the County transferred to Cumberland County Hospital System, Inc., (Cape Fear Valley Health System) by the deed recorded May 6, 2006, in Book 7225 at page 436. At that time, Hank Debnam, former director of the Cumberland County Area Mental Health Authority, told the County Attorney that the County did not intend to include the Roxie Avenue Center in the transfer of the hospital assets to Cape Fear Valley Health System because the facility had been acquired with mental health funds for the provision of mental health services and no other facilities that had been used for the provision of mental health services were included in the 2006 transfer to the hospital.

The treatment of the Roxie Center as a rental to Cape Fear Valley Health System since the 2006 transfer of property to Cape Fear Valley Health System is consistent with Mr. Debnam's report that there was no intent to

transfer it with the other properties. It cannot be determined from the deed description that the property which is the Roxie Avenue Center is even located on Roxie Avenue.

Based on all of these facts, it appears there was no intent to include the Roxie Avenue Center with the transfer to Cape Fear Valley Health System.

Alliance Behavioral Healthcare has now entered into a contract with a new vendor to provide the mental health services at the Roxie Avenue Center and it is necessary to provide the facility for the new vendor.

RECOMMENDATION / PROPOSED ACTION

The county attorney recommends the Board adopt the following resolution to request Cape Fear Valley Health System to convey the Roxie Avenue Center back to the County:

Whereas, the Roxie Avenue Center has been used for the provision of mental health services by the county's former Area Mental Health Authority and by Cape Fear Valley Health System as a contract vendor with the former Area Authority and currently with Alliance Behavioral Healthcare; and

Whereas, the Roxie Avenue Center was conveyed to Cape Fear Valley Health System along with more than 50 other parcels containing various facilities in 2006 pursuant to the terms of a transfer agreement and deed recorded in Book 7225 at page 436, being described as Tracts C & D of Tract 21 in the deed description; and

Whereas, the Board finds that the transfer of this former mental health facility was unintended and done in error.

Be it resolved that the Board of Commissioners request Cape Fear Valley Health System to convey the Roxie Avenue Center back to the County in accordance with the form of the deed attached hereto.

ATTACHMENTS:

Description	Type
ROXIE AVE DEED	Backup Material
ROXIE AVE DEED DESCRIPTION	Backup Material

No taxable revenue:

Tax Parcel ID Numbers:

Prepared by R. Moorefield, County Attorney

Return to: County Attorney Box

NORTH CAROLINA GENERAL WARRANTY DEED

THIS GENERAL WARRANTY DEED (this "Deed") is made this ____ day of _____, 2019, by and between CUMBERLAND COUNTY HOSPITAL SYSTEM, INC. d/b/a/ CAPE FEAR VALLEY HEALTH SYSTEM, A North Carolina nonprofit corporation, acting by and through its Board of Directors (the "Grantor"), and COUNTY OF CUMBERLAND, NORTH CAROLINA, a political subdivision of the State of North Carolina (the "Grantee"), acting by and through its Board of Commissioners, with a mailing address of P.O, Box 1829, Fayetteville, NC 28302-1829.

RECITALS:

A. Grantee is a municipality as defined in N. C. Gen Stat. Section 131E-6(5) and was the owner of certain hospital facilities and related property located at various sites in Cumberland and Hoke Counties, North Carolina, that are operated as a hospital system by Grantor (collectively, the "System").

B. In accordance with that certain Bill of Conveyance and General Warranty Deed dated May 2, 2006, and recorded in the Office of the Cumberland County Register of Deeds in Book 7225 at Page 436, and the Transfer Agreement by and between Grantee and Grantor dated as of May 4, 2006, recorded in the Office of the Cumberland County Register of Deeds in Book 7225 at Page 441, and incorporated by reference (the "Transfer Agreement"), Grantee transferred the System to Grantor in accordance with the provisions of N. C. Gen. Stat. Section 131E-8, subject to the terms and conditions stated in the Deed and the Transfer Agreement.

C. The facility known as the Roxie Avenue Center located at 1724 Roxie Avenue, Fayetteville, NC, was included in the transfer of the System as Tracts C & D of Tract 21 in the Descriptions of the real property transferred by the Deed recorded in Book 7225 at Page 436.

D. The Roxie Avenue Center was acquired by the county for the provision of mental health services by the former Cumberland County Mental Health Authority. .

E. The inclusion of the Roxie Avenue Center in the transfer of the System by the Deed recorded in Book 7225 at Page 436 was done in error as the County's Board of Commissioners did not have the intent to transfer it as part of the System, nor did the Cumberland County Hospital System, Inc., have the intent that it be transferred to it.

F. This Deed is made for the purpose of correcting the transfer of the real property constituting the Roxie Avenue Center by the Deed recorded in Book 7225 at Page 436.

NOW, THEREFORE, for and in consideration of \$10.00 cash in hand paid by Grantee to Grantor, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor has and by these presents does grant, bargain, sell and convey unto Grantee, its successors and assigns, those certain tracts or parcels of land located in Cumberland County, North Carolina, more particularly described on **Exhibit A**, attached hereto and incorporated by reference (the "Land");

TOGETHER WITH all buildings, structures, other improvements, all equipment and all personal property located thereon and all other property interests and appurtenances thereunto used or in connection with the Land.

TO HAVE AND TO HOLD the Property belonging to Grantee and its successors and assigns, in fee simple absolute.

Grantor covenants with Grantee that Grantor is seized of said Land in fee simple, that Grantor has the right to convey the same, that title thereto is marketable and free and clear of all encumbrances other than as excepted herein, and that Grantor will warrant and defend said title against the lawful claims of all persons whomsoever, except for:

- (i) all easements, rights-of-ways, restrictions and covenants of record; and
- (ii) all matters affecting title which would be disclosed by a current, accurate survey; and
- (iii) all matters affecting title which were created by Grantee or its lessees during the period Grantee has owned it.

.

IN WITNESS WHEREOF, Grantor has caused this Deed to be executed in its name by its President and CEO and its official seal to be hereto affixed, all by authority of its Board of Directors.

CUMBERLAND COUNTY HOSPITAL SYSTEM, INC.

By: _____
Michael Nagowski, CEO

Attest: _____

Printed Name

Title

STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND

I, _____, a Notary Public in and for the State of North Carolina, certify that _____ personally appeared before me this day and acknowledged that he (or she) is _____ of CUMBERLAND COUNTY HOSPITAL SYSTEM, INC., a corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by Michael Nagowski, its CEO, sealed with its corporate seal, and attested by himself (or herself) as its _____.

Witness my hand and official seal, this the _____ day of April, 2018.

Official Signature of Notary

Notary's printed or typed name, Notary Public
My commission expires: _____

EXHIBIT A - LEGAL DESCRIPTION

FIRST TRACT: BEGINNING AT THE SOUTHWEST CORNER OF THE 12.86 ACRE TRACT CONVEYED TO WILLIE D. BROWN ET ALS BY DEED FROM ARCHIE MALLOY AND WIFE, RECORDED IN BOOK 937, PAGE 145, CUMBERLAND COUNTY REGISTRY, SAID POINT OF BEGINNING ALSO BEING THE SOUTHEAST CORNER OF SECTION 2 WELMAR HEIGHTS SUBDIVISION AS SHOWN ON PLAT IN BOOK OF PLATS 19, PAGE 40, CUMBERLAND COUNTY REGISTRY, AND RUNS AS THE EAST BOUNDARY OF WELMAR HEIGHTS, SECTION 2, NORTH 12 DEGREES 10 MINUTES WEST 660.20 FEET; THENCE NORTH 64 DEGREES 45 MINUTES EAST 896.10 FEET (ALONG THE SOUTH BOUNDARY OF WELMAR HEIGHTS, PART 2, SECTION 3, SHOWN ON PLAT IN BOOK OF PLATS 22, PAGE 37, CUMBERLAND COUNTY REGISTRY) TO THE EAST BOUNDARY OF THE 12.86 ACRE TRACT; THENCE SOUTH 30 DEGREES 05 MINUTES EAST 51.93 FEET; THENCE SOUTH 57 DEGREES 14 MINUTES WEST 300 FEET; THENCE SOUTH 30 DEGREES 05 MINUTES EAST 450 FEET TO THE NORTHERN BOUNDARY OF BORDEAUX, SECTION 6; THENCE AS IT SOUTH 57 DEGREES 14 MINUTES WEST 796.32 FEET TO THE BEGINNING, BEING PART OF SAID 12.86 ACRE TRACT CONVEYED TO CUMBERLAND COUNTY HOSPITAL AUTHORITY, INC. BY WILLIE D. BROWN, ET ALS BY DEED RECORDED IN BOOK 2268, PAGE 515, EXCLUDING THAT PART OF THE SAME EXCHANGED TO VILLAGE DRIVE BAPTIST CHURCH FOR THE SECOND TRACT HEREIN DESCRIBED AND CONVEYED. SEE DEED IN BOOK 2276, PAGE 124.

SECOND TRACT: BEGINNING AT THE NORTHEAST CORNER OF THE 6 ACRE TRACT CONVEYED BY WOODROW BASS AND OTHERS AS TRUSTEES TO VILLAGE DRIVE BAPTIST CHURCH, INC., BY DEED DATED JULY 1, 1966, AND REGISTERED IN BOOK 1181, PAGE 135, CUMBERLAND COUNTY REGISTRY, (IN THE LINE OF THE CAPE FEAR VALLEY HOSPITAL PROPERTY) AND RUNS SOUTH 75 DEGREES 02 MINUTES WEST 508.43 FEET TO THE EAST BOUNDARY OF WELMAR HEIGHTS, PART 2, SECTION 3; THENCE AS SAID LINE AND BEYOND SOUTH 30 DEGREES 05 MINUTES EAST 261.0 FEET; THENCE (A NEW LINE) NORTH 57 DEGREES 14 MINUTES EAST 475.15 FEET TO THE EAST LINE OF THE AFORESAID 6 ACRE TRACT (ALSO THE WEST LINE OF THE HOSPITAL TRACT); THENCE AS IT NORTH 21 DEGREES 24 MINUTES WEST 107.40 FEET TO THE BEGINNING, BEING PART OF THE AFORESAID 6 ACRE CHURCH TRACT DESCRIBED IN DEED RECORDED IN BOOK 1181, PAGE 135, CUMBERLAND COUNTY REGISTRY, AND THE SAME TRACT DESCRIBED IN DEED DATED JULY 9, 1971, BY VILLAGE DRIVE BAPTIST CHURCH TO CUMBERLAND COUNTY HOSPITAL AUTHORITY, INC.

THIS CONVEYANCE IS MADE SUBJECT TO THAT CERTAIN DEED OF TRUST RECORDED IN BOOK 2270, PAGE 293, SECURING A PART OF THE PURCHASE PRICE OF THE PROPERTY HEREIN CONVEYED WHEN ACQUIRED .BY CUMBERLAND COUNTY HOSPITAL AUTHORITY, INC. BY DEEDS HEREIN ABOVE REFERRED TO.

This description is taken from the deed recorded in Book 7225 at page 436 and is the property described as Tracts C& D of Tract 21 of that deed. Any patent errors are duplicated from the description from which this description was copied.



PLANNING AND INSPECTIONS DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 17, 2019

TO: BOARD OF COUNTY COMMISSIONERS

FROM: CUMBERLAND COUNTY JOINT PLANNING BOARD

DATE: 6/6/2019

SUBJECT: CASE P19-24

BACKGROUND

Case P19-24: Rezoning of 2.35+/- acres from A1 Agricultural to R40 Residential, or to a more restrictive zoning district, located at 1122 John McMillan Road, submitted by Wanda C. & Wendy A. Austin (owner).

RECOMMENDATION / PROPOSED ACTION

Planning Board Action: Unanimously recommended approval of the rezoning from A1 Agricultural to R40 Residential at the May 21, 2019 meeting as fully reflected in the minutes of the Planning Board Meeting which are incorporated herein by reference.

Staff Recommendation: In Case P19-24, the Planning and Inspections Staff recommends approval of the rezoning from A1 Agricultural to R40 Residential and find it is consistent with the adopted South Central Land Use Plan (2015) which calls for “farmland” at this location, the “farmland” designation allows for one unit per acre with suitable soils for septic, and further find that 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 P19-24, I move to approve the rezoning from A1 Agricultural to R40 Residential and find the request is consistent with the adopted South Central Land Use Plan (2015) which calls for “farmland” at this location, the “farmland” designation allows for one unit per acre with suitable soils for septic, and further find that 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 P19-24, I move to deny the rezoning from A1 Agricultural to R40 Residential and find the request (is/is not) consistent with the adopted South Central Land Use Plan (2015) which calls for “farmland” at this location; and further find that denial of the request 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

JUNE 6, 2019

MEMO TO: Cumberland County Board of Commissioners

FROM: Cumberland County Joint Planning Board

SUBJECT: Case P19-24: Rezoning of 2.53+/- acres from A1 Agricultural to R40 Residential or to a more restrictive zoning district, located at 1122 John McMillan Road, submitted by Wanda C. & Wendy A. Austin (owner).

ACTION: Unanimously recommended approval of the rezoning from A1 Agricultural to R40 Residential at the May 21, 2019 meeting as fully reflected in the minutes of the Planning Board Meeting which are incorporated herein by reference.

PROPERTY INFORMATION: **Frontage & Location:** 577'+/- on SR 2244 (John McMillan Rd); 105'+/- on SR 2249 (Canady Pond Rd); **Depth:** 173'+/-; **Adjacent Property:** None; **Current Use:** Residential; **Initial Zoning:** A1 – June 25, 1980 (Area 13); **Nonconformities:** Existing structure does not meet minimum front yard setback for A1 district; **Zoning Violation(s):** None; **School Capacity/Enrolled:** Gray's Creek Elementary: 400/430; Gray's Creek Middle: 1100/1138; Gray's Creek High: 1470/1437; **Special Flood Hazard Area (SFHA):** None; **Water/Sewer Availability:** Well/Septic; **Soil Limitations:** None; **Subdivision/Site Plan:** If approved, group development or subdivision review required; **Average Daily Traffic County (2016):** 1,200 on SR 2244 (John McMillan Rd); **Highway Plan:** John McMillan Road is identified as a thoroughfare needing improvement in the 2045 Metropolitan Transportation Plan with no constructions/improvements planned. Canady Pond Road is identified as a local road in the 2045 Metropolitan Transportation Plan with no constructions/improvements planned; no impact on the Transportation Improvement Plan; **Notes:** **Density:** A1- 1 lot/unit, R40- 2 lots/3 units; **Minimum Yard Setbacks:** **A1:** Front yard: 50', Side yard: 20', Rear yard: 50'; **R40:** Front yard: 30', Side yard: 15', Rear yard: 35'; **Surrounding Land Use:** Residential (including manufactured home), woodland; **Comprehensive Plans:** **2030 Growth Vision Plan:** Rural Areas; **South Central Land Use Plan (2015):** Farmland

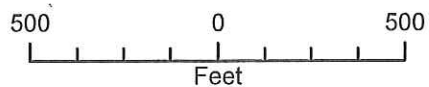
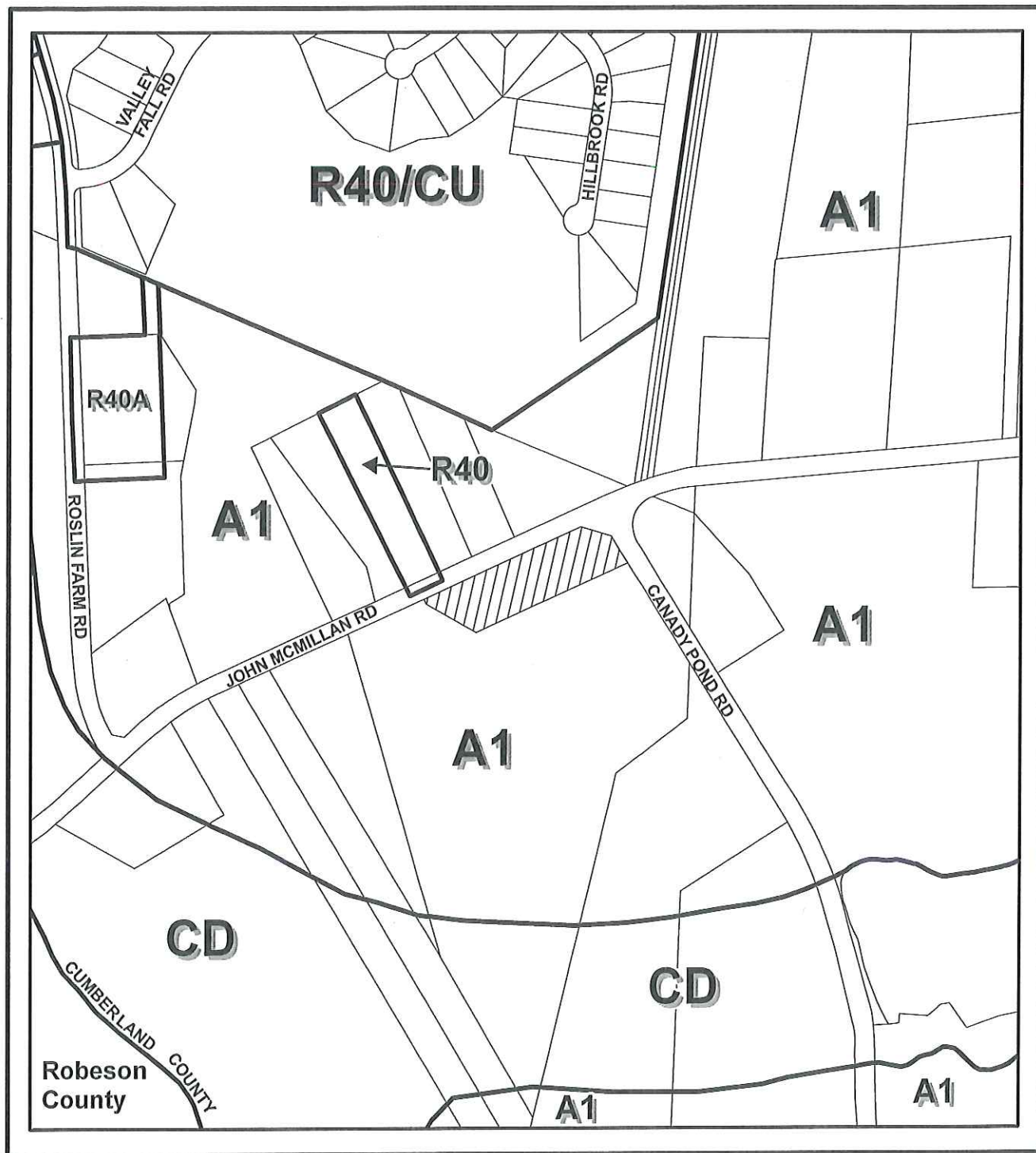
MINUTES OF MAY 21, 2019

In Case P19-24, the Planning and Inspections Staff recommends approval of the rezoning from A1 Agricultural to R40 Residential and find it is consistent with the adopted South Central Land Use Plan (2015) which calls for "farmland" at this location, the "farmland" designation allows for one unit per acre with suitable soils for septic, and further find that 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 P19-24, Ms. Hall made a motion, seconded by Mr. Cain to approve the rezoning from A1 Agricultural to R40 Residential and find it is consistent with the adopted South Central Land Use Plan (2015) which calls for "farmland" at this location, the "farmland" designation allows for one unit per acre with suitable soils for septic, and further find that 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.



PIN: 0421-17-5216-

REQUESTED REZONING A1 TO R40

ACREAGE: 2.35 AC. +/-	HEARING NO: P19-24	
ORDINANCE: COUNTY		
STAFF RECOMMENDATION		
PLANNING BOARD		
GOVERNING BOARD		

AM



PLANNING AND INSPECTIONS DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 17, 2019

TO: BOARD OF COUNTY COMMISSIONERS

FROM: CUMBERLAND COUNTY JOINT PLANNING BOARD

DATE: 6/6/2019

SUBJECT: CASE P19-25

BACKGROUND

Case P19-25: Rezoning of 31.89+/- acres from R10 Residential & C(P) Planned Commercial to R6 Residential, or to a more restrictive zoning district, located at 3681 Elk Road; submitted by Dave Averette on behalf of Land Associates, Inc. (owner) and Michael T. Blakley on behalf of Drafting and Design Services, Inc. (agent).

RECOMMENDATION / PROPOSED ACTION

Planning Board Action: Unanimously recommended approval of the rezoning from R10 Residential & C(P) Planned Commercial to R6 Residential at the May 21, 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 P19-25, the Planning and Inspections Staff recommends approval of the rezoning from R10 Residential & C(P) Planned Commercial to R6 Residential and find: a) The approval is an amendment to the adopted current Southwest Cumberland Land Use Plan (2013) 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 "medium density residential" as defined in the Land Use Policies Plan (2009), and the "heavy commercial" designation was likely put in place due to the existing C(P) Planned Commercial zoning on the subject property; c) And, this rezoning approval is reasonable and in the public interest because the district 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 P19-25, I move to approve the rezoning from R10 Residential & C(P) Planned Commercial to R6 Residential and find:

- a. The approval is an amendment to the adopted current Southwest Cumberland Land Use Plan (2013) 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 “medium density residential” as defined in the Land Use Policies Plan (2009), and the “heavy commercial” designation was likely put in place due to the existing C(P) Planned Commercial zoning on the subject property;
- c. And, this rezoning approval is reasonable and in the public interest because the district 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 P19-25, I move to deny the rezoning from R10 Residential & C(P) Planned Commercial to R6 Residential and find the request is not consistent with the adopted Southwest Cumberland Land Use Plan (2013) which calls for “heavy commercial” at this location; and further find that denial of the request 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

JUNE 6, 2019

MEMO TO: Cumberland County Board of Commissioners

FROM: Cumberland County Joint Planning Board

SUBJECT: Case P19-25: Rezoning of 31.89+/- acres from R10 Residential & C(P) Planned Commercial to R6 Residential or to a more restrictive zoning district, located at 3681 Elk Road; submitted by Dave Averette on behalf of Land Associates, Inc. (owner) and Michael T. Blakley on behalf of Drafting and Design Services, Inc. (agent).

ACTION: Unanimously recommended approval of the rezoning from R10 Residential & C(P) Planned Commercial to R6 Residential at the May 21, 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:** 2,075'+/- on NC 162 (Elk Rd); **Depth:** 815'+/-; **Adjacent Property:** None; **Current Use:** Woodland (currently cleared); **Initial Zoning:** R10 – November 17, 1975 (Area 4); Portion rezoned to C(P) on June 18, 2001 (Case P01-17); **Municipal Influence Area:** Hope Mills; **Nonconformities:** None; **Zoning Violation(s):** None; **School Capacity/Enrolled:** Baldwin Elementary: 680/679; South View Middle: 900/665; South View High: 1800/1631; **Special Flood Hazard Area (SFHA):** None; **Water/Sewer Availability:** PWC/PWC; **Soil Limitations:** Yes; Hydric: JT (Johnston loam); **Subdivision/Site Plan:** If approved, group development or subdivision review required; **Average Daily Traffic County (2016):** 15,000 on NC 162 (Elk Rd); **Highway Plan:** Elk Road is identified as an existing boulevard in the 2045 Metropolitan Transportation Plan. There are no constructions/improvements planned and the subject property will have no impact on the Transportation Improvement Plan; **Notes:** **Density:** R10(R7.5)- 185 lots/units, R6- 346 lots/units; **Minimum Yard Setbacks:** **R6:** Front yard: 25', Side yard: 10', Rear yard: 30'; **R10(R7.5):** 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), public utility substation, tower, woodlands; **Comprehensive Plans:** **2030 Growth Vision Plan:** Urban; **Southwest Cumberland Land Use Plan (2013):** Heavy Commercial.

MINUTES OF MAY 21, 2019

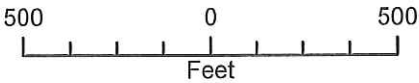
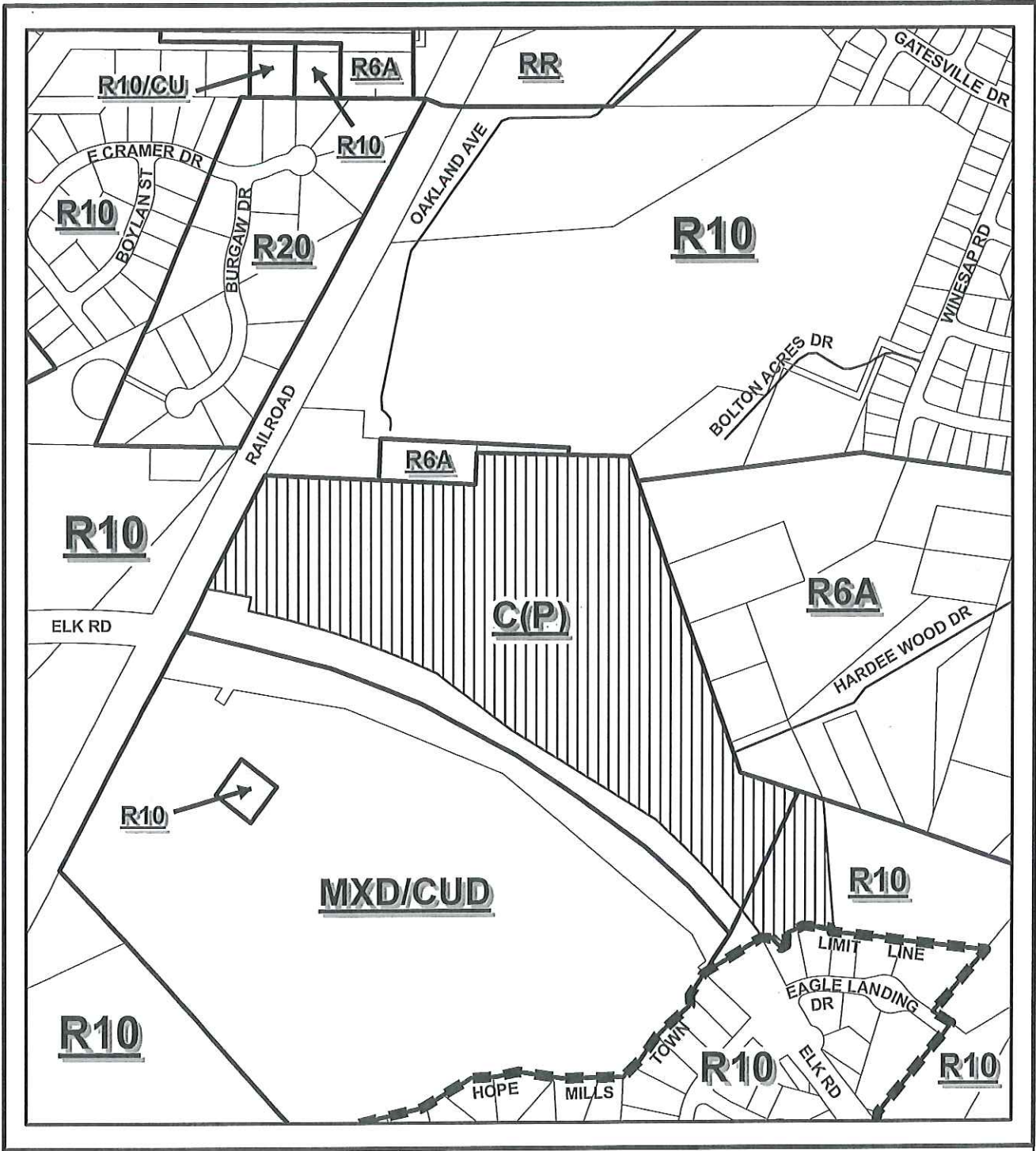
In Case P19-25, the Planning and Inspections Staff recommends approval of the rezoning from R10 Residential & C(P) Planned Commercial to R6 Residential and find: a) The approval is an amendment to the adopted current Southwest Cumberland Land Use Plan (2013) map; and that the Board of Commissioners should 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 "medium density residential" as defined

in the Land Use Policies Plan (2009), and the "heavy commercial" designation was likely put in place due to the existing C(P) Planned Commercial zoning on the subject property; c) And, this rezoning approval is reasonable and in the public interest because the district requested is in harmony with the surrounding zoning and existing land uses.

In Case P19-25, Ms. Hall made a motion, seconded by Mr. Cain to approve the rezoning from R10 Residential & C(P) Planned Commercial to R6 Residential and find: a) The approval is an amendment to the adopted current Southwest Cumberland Land Use Plan (2013) 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 "medium density residential" as defined in the Land Use Policies Plan (2009), and the "heavy commercial" designation was likely put in place due to the existing C(P) Planned Commercial zoning on the subject property; c) And, this rezoning approval is reasonable and in the public interest because the district 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.



PIN: 0415-81-9258-

REQUESTED REZONING C(P) & R10 TO R6

ACREAGE: 31.89 AC. +/-		HEARING NO: P19-25	
ORDINANCE: COUNTY		HEARING DATE	ACTION
STAFF RECOMMENDATION			
PLANNING BOARD			
GOVERNING BOARD			

MB



PLANNING AND INSPECTIONS DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 17, 2019

TO: BOARD OF COUNTY COMMISSIONERS

FROM: CUMBERLAND COUNTY JOINT PLANNING BOARD

DATE: 6/6/2019

SUBJECT: CASE P19-26

BACKGROUND

Case P19-26: Rezoning of 2.53+/- acres from A1 Agricultural to RR Rural Residential, or to a more restrictive zoning district, located at 5137 Maxwell Road; submitted by Kevin Carroll on behalf of Bunce Carroll Investments, LLC (owner).

RECOMMENDATION / PROPOSED ACTION

Planning Board Action: Unanimously recommended approval of the rezoning from A1 Agricultural to RR Rural Residential at the May 21, 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 P19-26, the Planning and Inspections Staff recommends approval of the rezoning from A1 Agricultural to RR Rural Residential and find it is consistent with the adopted Eastover Land Use Plan (2018) which calls for "rural density residential" at this location, the text of the plan states that RR Rural Residential is an applicable district under the "rural density residential" designation 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 P19-26, I move to approve the rezoning from A1 Agricultural to RR Rural Residential and find it is consistent with the adopted Eastover Land Use Plan (2018) which calls for "rural density residential" at this location, the text of the plan states that RR Rural Residential is an applicable district under the "rural density

residential” designation 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 P19-26, I move to deny the rezoning from A1 Agricultural to RR Rural Residential although the request is consistent with the adopted Eastover Land Use Plan (2018) which calls for “rural density residential” at this location and further find denial of the request 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 P19-26: Rezoning of 2.53+/- acres from A1 Agricultural to RR Rural Residential or to a more restrictive zoning district, located at 5137 Maxwell Road; submitted by Kevin Carroll on behalf of Bunce Carroll Investments, LLC (owner).

ACTION: Unanimously recommended approval of the rezoning from A1 Agricultural to RR Rural Residential at the May 21, 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:** 595'+/- on SR 1006 (Maxwell Rd); **Depth:** 212'+/-; **Adjacent Property:** None; **Current Use:** Residential; **Initial Zoning:** A1 – August 23, 1994 (Area 19); **Nonconformities:** Existing residential structure does not meet minimum required front yard setback for A1 district; **Zoning Violation(s):** None; **School Capacity/Enrolled:** Armstrong Elementary: 460/423; Mac Williams Middle: 1270/1153; Cape Fear High: 1425/1436; **Special Flood Hazard Area (SFHA):** None; **Water/Sewer Availability:** Well/Septic; **Soil Limitations:** None; **Subdivision/Site Plan:** If approved, group development or subdivision review required; **Average Daily Traffic County (2016):** 7,000 on SR 1006 (Maxwell Rd); **Highway Plan:** Maxwell Road is identified as an existing thoroughfare in the 2045 Metropolitan Transportation Plan with no constructions/improvements planned; no impact on the Transportation Plan; **Notes:** **Density:** A1- 1 lot/unit, RR- 5 lots/6 units; **Minimum Yard Setbacks:** **A1:** Front yard: 50', Side yard: 20', Rear yard: 50'; **RR:** Front yard: 30', Side yard: 15', Rear yard: 35'; **Surrounding Land Use:** Residential (including manufactured homes), woodlands; **Comprehensive Plans:** **2030 Growth Vision Plan:** Urban Fringe; **Eastover Land Use Plan (2018):** Rural Density Residential.

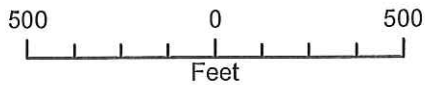
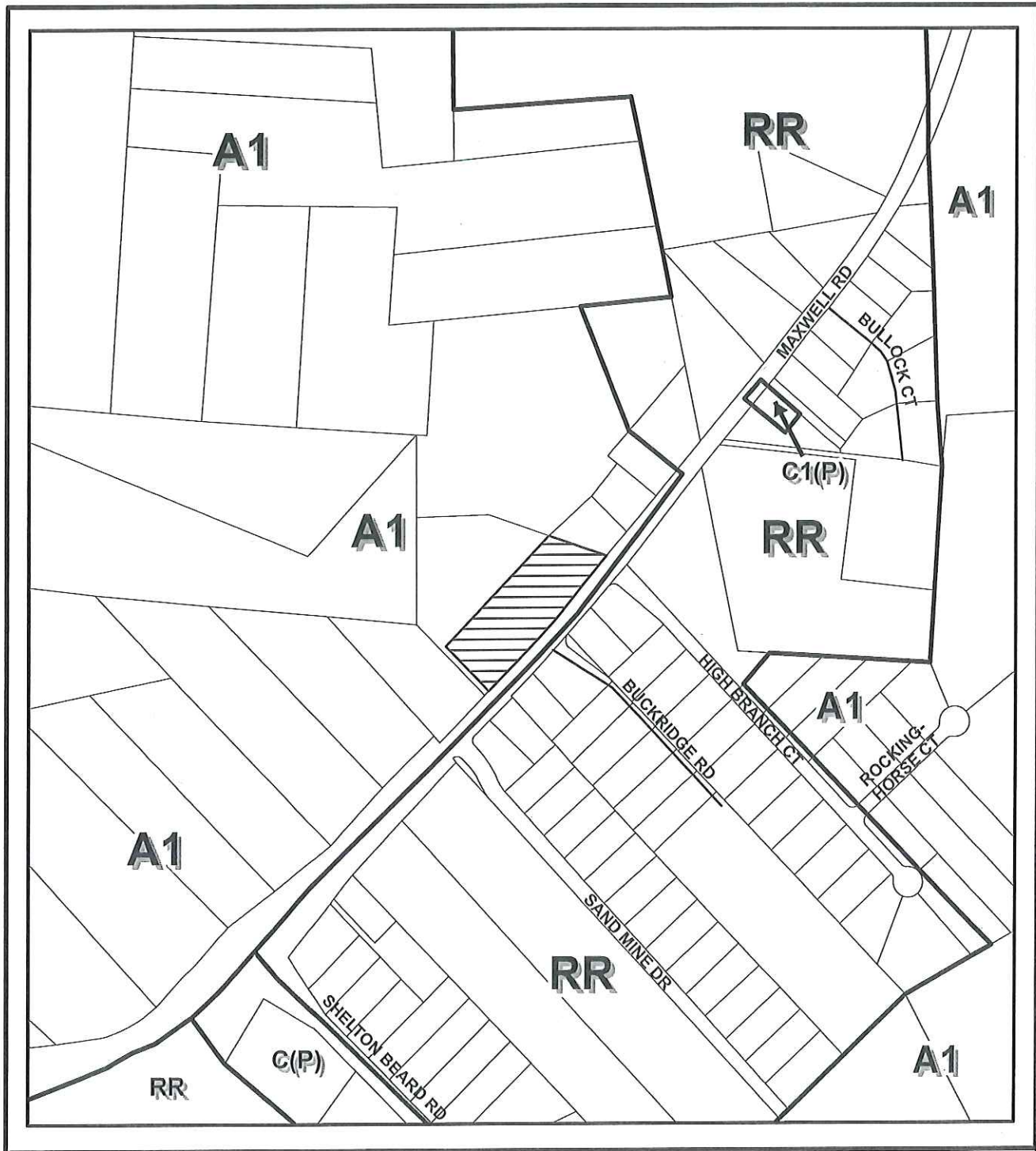
MINUTES OF MAY 21, 2019

In Case P19-26, the Planning and Inspections Staff recommends approval of the rezoning from A1 Agricultural to RR Rural Residential and find it is consistent with the adopted Eastover Land Use Plan (2018) which calls for "rural density residential" at this location, the text of the plan states that RR Rural Residential is an applicable district under the "rural density residential" designation 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 P19-26, Ms. Hall made a motion, seconded by Mr. Cain to approve the rezoning from A1 Agricultural to RR Rural Residential and find it is consistent with the adopted Eastover Land Use Plan (2018) which calls for "rural density residential" at this location, the text of the plan states that RR Rural Residential is an applicable district under the "rural density residential" designation 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 A1 TO RR

ACREAGE: 2.53 AC. +/-		HEARING NO: P19-26	
ORDINANCE: COUNTY		HEARING DATE	ACTION
STAFF RECOMMENDATION			
PLANNING BOARD			
GOVERNING BOARD			

PIN: 0477-60-8498

MB



PLANNING AND INSPECTIONS DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 17, 2019

TO: BOARD OF COUNTY COMMISSIONERS

FROM: CUMBERLAND COUNTY JOINT PLANNING BOARD

DATE: 6/6/2019

SUBJECT: CASE P19-22

BACKGROUND

Case P19-22: Rezoning of 0.73+/- acres from R10 Residential to C2(P) Planned Service and Retail, or to a more restrictive zoning district, located at 6050 Camden Road, submitted by Jeffrey Wright (owner).

RECOMMENDATION / PROPOSED ACTION

Planning Board Action: Unanimously recommended denial of the rezoning from R10 Residential to C2(P) Planned Service and Retail at the May 21, 2019 meeting for the reasons stated and as fully reflected in the minutes of the Planning Board Meeting which are incorporated herein by reference.

Staff Recommendation: In Case P19-22, the Planning and Inspections Staff recommends denial of the rezoning from R10 Residential to C2(P) Planned Service and Retail; however, staff does recommend rezoning from R10 Residential to C1(P) Planned Local Business District and find that this recommendation is consistent with the Southwest Cumberland Land Use Plan (2013) which calls for “mixed use development” at this location, C1(P) Planned Local Business District allows for light commercial uses desired within the “mixed use” designation and further find approval of this recommendation of C1(P) is reasonable and in the public interest because the district is more in harmony with the surrounding established residential and light commercial zoning.

Note: The requested C2(P) Planned Service and Retail district is also consistent with the Southwest Cumberland Land Use Plan (2013) designation of “mixed use development”, however the C1(P) Planned Local Business serves as a better transition between the established residential and any future commercial development as well as provides less restrictive setbacks for development of the subject 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 P19-22, I move to deny the rezoning from R10 Residential to C2(P) Planned Service and Retail although the request is consistent with the Southwest Cumberland Land Use Plan (2013) which calls for “mixed use development” at this location; and further find that denial of the rezoning is reasonable and in the public interest because the requested district would allow the encroachment of commercial zoning in an established residentially zoned area on the north side of Camden Road.

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 P19-22, I move to approve the rezoning from R10 Residential to C2(P) Planned Service and Retail and find the request is consistent with the Southwest Cumberland Land Use Plan (2013) which calls for “mixed use development” at this location, C2(P) Planned Service and Retail allows for light commercial uses desired within the “mixed use” designation and further find approval of the rezoning is reasonable and in the public interest because the district is in harmony with the surrounding existing light commercial zoning.

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

JUNE 6, 2019

MEMO TO: Cumberland County Board of Commissioners

FROM: Cumberland County Joint Planning Board

SUBJECT: Case P19-22: Rezoning of 0.73+/- acres from R10 Residential to C2(P) Planned Service and Retail or to a more restrictive zoning district, located at 6050 Camden Road, submitted by Jeffrey Wright (owner).

ACTION: Unanimously recommended denial of the rezoning from R10 Residential to C2(P) Planned Service and Retail at the May 21, 2019 meeting for the reasons stated and as fully reflected in the minutes of the Planning Board Meeting which are incorporated herein by reference.

PROPERTY INFORMATION: **Frontage & Location:** 226'+/- on SR 1003 (Camden Rd); **Depth:** 148'+/- ; **Adjacent Property:** Yes; **Current Use:** Residential; **Initial Zoning:** R10 – February 6, 1976 (Area 5); **Municipal Influence Area:** Hope Mills; **Nonconformities:** If approved, existing residential structure will become a nonconforming use as well as nonconforming with C2(P) setbacks; **Zoning Violation(s):** None; **School Capacity/Enrolled:** C. Wayne Collier Elementary: 500/482; South View Middle: 900/665; South View High: 1800/1631; **Special Flood Hazard Area (SFHA):** None; **Water/Sewer Availability:** PWC/PWC; **Soil Limitations:** None; **Subdivision/Site Plan:** If approved, site plan review required; **Average Daily Traffic County (2016):** 19,000 on SR 1003 (Camden Rd); **Highway Plan:** Camden Road is identified as a thoroughfare needing improvement in the 2045 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; **Notes:** **Density:** R10 (R7.5)- 4 lots/units; **Minimum Yard Setbacks:** **R10 (R7.5):** Front yard: 30', Side yard: 10', Rear yard: 35'; **O&I(P):** Front yard: 35', Side yard: 15', Rear yard: 20'; **C1(P):** Front yard: 45', Side yard: 15', Rear yard: 20'; **C2(P):** Front yard: 50', Side yard: 30', Rear yard: 30'; **Surrounding Land Use:** Residential (including manufactured home park), barbering, retail & servicing, vacant commercial, convenience store, motor vehicle wash, day care facility; **Comprehensive Plans:** **2030 Growth Vision Plan:** Urban; **Southwest Cumberland Land Use Plan (2013):** Mixed Use Development

MINUTES OF MAY 21, 2019

Mr. Byrne presented the case information and photos.

In Case P19-22, the Planning and Inspections Staff recommends denial of the rezoning from R10 Residential to C2(P) Planned Service and Retail; however, staff does recommend rezoning from R10 Residential to C1(P) Planned Local Business District and find that this recommendation is consistent

with the Southwest Cumberland Land Use Plan (2013) which calls for "mixed use development" at this location, C1(P) Planned Local Business District allows for light commercial uses desired within the "mixed use" designation and further find approval of this recommendation of C1(P) is reasonable and in the public interest because the district is more in harmony with the surrounding established residential and light commercial zoning.

Note: The requested C2(P) Planned Service and Retail district is also consistent with the Southwest Cumberland Land Use Plan (2013) designation of "mixed use development", however the C1(P) Planned Local Business serves as a better transition between the established residential and any future commercial development as well as provides less restrictive setbacks for development of the subject property.

The petitioner was not present, and no one was present to speak in favor or in opposition.

Mrs. Epler asked if staff was recommending a lesser zoning than what the applicant was requesting.

Mr. Byrne went on to explain why staff made their recommendation.

Mr. Morris said that there was no commercial development on that side of the road, and now commercial is going to be allowed on that side of the road.

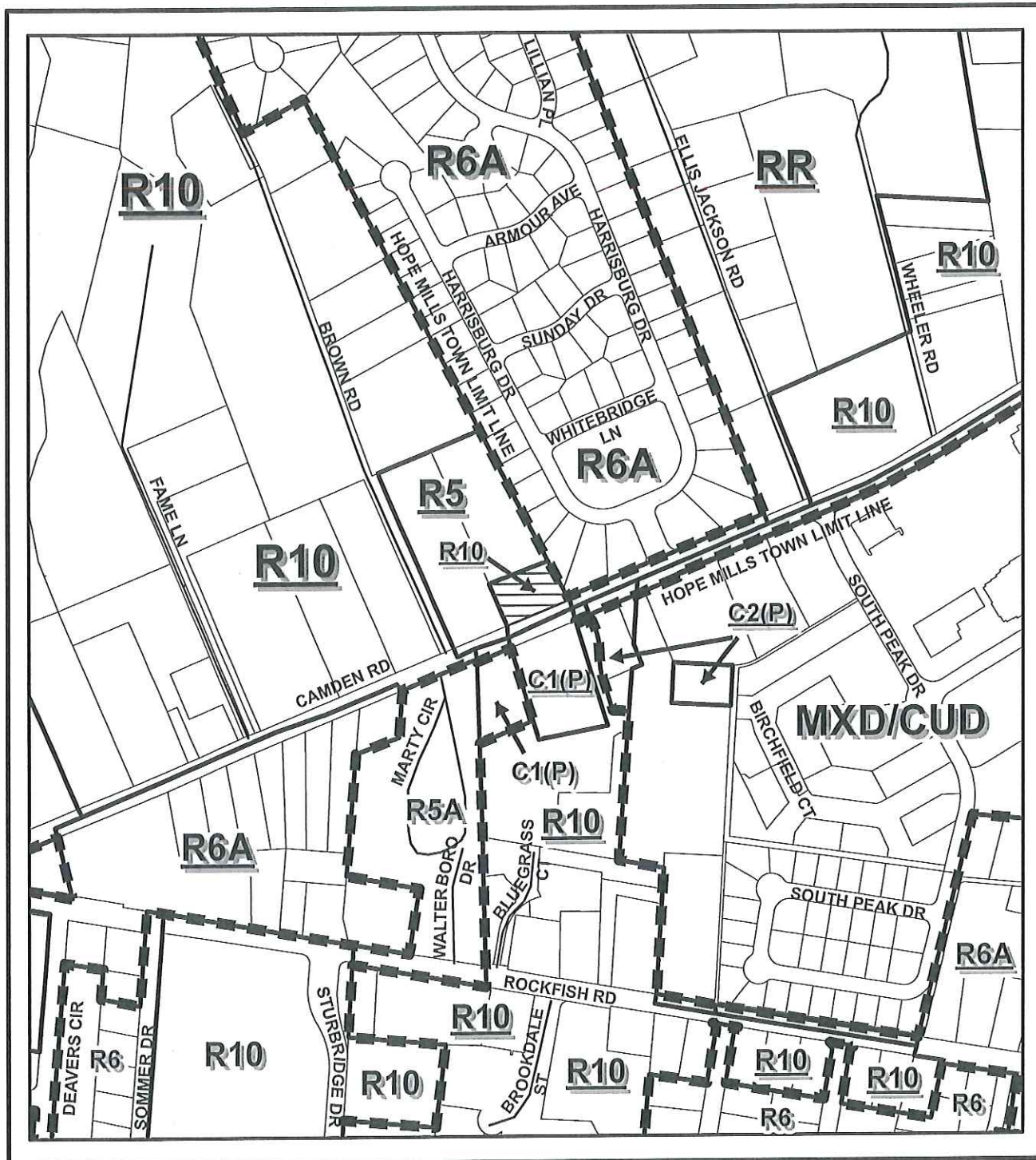
Mr. Byrne said that's why they went with the more restrictive zoning because of the residential and O & I(P) is also another transitional zoning between commercial and residential.

Mr. Morris said that he had a problem seeing commercial on that side of the road, he would rather see O & I(P) zoning, R5 and R6 would also be consistent.

In Case P19-22, Mr. Morris made a motion, seconded by Mr. Crumpler to recommend denial of the rezoning from R10 Residential to C2(P) Planned Service and Retail although the request is consistent with the Southwest Cumberland Land Use Plan (2013) which calls for "mixed use development" at this location; and further find that denial of the rezoning is reasonable and in the public interest because the requested district would allow the encroachment of commercial zoning in an established residentially zoned area on the north side of Camden Road. 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 R10 TO C2(P)

ACREAGE: 0.73 AC. +/-

HEARING NO: P19-22

ORDINANCE: COUNTY

HEARING DATE

ACTION

STAFF RECOMMENDATION

PLANNING BOARD

GOVERNING BOARD



500 0 500
Feet

PIN: 0404-67-1670

MB



OFFICE OF THE COUNTY MANAGER

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 17, 2019

TO: BOARD OF COUNTY COMMISSIONERS

FROM: AMY H. CANNON, COUNTY MANAGER

DATE: 6/6/2019

**SUBJECT: CONSIDERATION OF CONTRACT WITH AECOM FOR ARCHITECTURAL
& ENGINEERING SERVICES FOR 500 EXECUTIVE PLACE**

BACKGROUND

Staff conducted a qualifications based selection process for an architectural & engineering firm to perform renovations and construction to 500 Executive Place after soliciting proposals. Two firms submitted proposals: 1) Gordon Johnson Architecture in association with Schrader Group and 2) AECOM. Staff reviewed the submittals for required information regarding personnel qualifications, consultants/sub-consultants, project and project management experience, overall experience & expertise, and general requirements such as insurance, licensure, etc.

AECOM received the highest overall total score and was recommended to the Cumberland County 9-1-1 Committee on June 5, 2019. The committee agreed with the recommendation and directed staff to begin negotiations with AECOM and to bring a cost proposal forward to the Board of Commissioners as an item of business at the June 17, 2019 regular meeting.

We did not receive the AECOM cost proposal in time for inclusion in the agenda packet. It is anticipated that the cost proposal will be delivered on Monday morning and we will forward that information to the Board in advance of the evening meeting.

RECOMMENDATION / PROPOSED ACTION

Consideration of approval of the AECOM cost proposal and authorization for the Board Chairman to execute the contract upon review by the County Attorney for commencement of the design work and construction bidding.



OFFICE OF THE COUNTY MANAGER

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 17, 2019

TO: BOARD OF COUNTY COMMISSIONERS

FROM: AMY H. CANNON, COUNTY MANAGER

DATE: 6/14/2019

**SUBJECT: CONSIDERATION OF CONSTRUCTION DELIVERY METHOD FOR 500
EXECUTIVE PLACE RENOVATION PROJECT**

BACKGROUND

Staff recommends consideration of construction delivery method available to the County for the 9-1-1/Emergency Operations Center project at 500 Executive Place. Over the years, changes in North Carolina legislation have provided local governments with more options for construction of public facilities. The traditional Multi-Prime (general, plumbing, mechanical & electrical) competitive bidding requirement has been expanded to allow local governments to use Single-Prime bids and most recently Construction Manager-at-Risk (CM-at-Risk) to construct public facilities. Based on experience with previous projects of similar scope, and after weighing the advantages and disadvantages of various construction delivery methods, staff believes that CM-at-Risk is in the best interest of this project for the following reasons:

- CM-at-Risk is qualifications-based as opposed to accepting the low bid from any contractor that can get bonded for the job regardless of past performance.
- CM-at-Risk promotes a partnership arrangement with the owner. It is less adversarial than the other construction delivery methods because the fees (profit margin) are negotiated upfront which tends to mitigate the contractor looking for money through the change order process.
- CM-at-Risk can be incentive driven which can lead to a shortened project timeline. Any reduction in the construction timeline should result in reduced construction costs due to inflationary factors.
- CM-at-Risk is open book meaning that all costs are disclosed to the architect and owner.
- CM-at-Risk can have more impact on keeping the construction dollars local through subdividing the work into packages for which local subcontractors can reasonably submit bids. This can also be an

effective tool for recruiting MBE participation on the project.

- The owner has more control over the selection process for subcontractors, hence more control over quality of construction.
- CM-at-Risk provides a higher level of construction oversight which helps mitigate problems in the field and expedite solutions to keep the project on schedule.
- CM-at-Risk can be brought on during the design process to provide pre-construction services such as constructability reviews as the design of the facility evolves and value engineering for cost control purposes.

CM-at-Risk was successfully used on the Public Health Department Building project and for the Detention Center Expansion Project and should be given serious consideration for the renovation of 500 Executive Place.

RECOMMENDATION / PROPOSED ACTION

Consideration of utilizing the Construction Manager-at-Risk as the construction delivery method for the 500 Executive Place Project and directing staff to initiate the process for soliciting a CM-at-Risk.



PLANNING AND INSPECTIONS DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 17, 2019

TO: BOARD OF COUNTY COMMISSIONERS

FROM: JOEL STRICKLAND, INTERIM PLANNING DIRECTOR

DATE: 6/6/2019

**SUBJECT: CONSIDERATION OF FISCAL YEAR 2020 COMMUNITY
TRANSPORTATION SERVICES CONTRACT EXTENSIONS**

BACKGROUND

As NCDOT is restructuring the Public Transportation Division into a merged Public Transportation and Bike and Pedestrian Division, there have been numerous changes occurring within the NCDOT Public Transportation Division and there is speculation about the effects this merged department will have. As staff adjust to these changes, the Transportation Advisory Board (TAB) believes it is in the best interest of the local program and the county that we extend the Community Transportation Services contracts for the Fiscal Year 2020 (FY20), as stated as an option on page 5 of the original Request for Proposals (RFP) (recent TAB Meeting Minutes and the RFP are attached for reference), as approved and awarded by the Board of County Commissioners at their regular meeting on May 15, 2017, to B & W Transporting, Inc. and Famiks Transport, Inc. Both providers are in good standing and meeting performance requirements. This will be the second and final extension of the contract for transportation services.

Staff will continue to assure that the local program is efficient, safe, dependable, accessible, and affordable for transportation of our county residents to medical appointments, work and for general errands.

RECOMMENDATION / PROPOSED ACTION

County Staff and the Transportation Advisory Board (TAB) requests approval of the extension of the contracts awarded to the existing transportation providers, B & W Transporting, Inc. and Famiks Transport, Inc., for community transportation services in FY20.

ATTACHMENTS:

Description	Type
TAB Minutes	Backup Material
CTP RFP	Backup Material

Adolphus Thomas
Chairman

Nedra Clayborne Rodriguez
Vice Chairman



Ifetayo Farrakhan
Transportation Coordinator

130 Gillespie Street
Fayetteville, NC 28301
910-678-7624

ifarrakhan@co.cumberland.nc.us

CUMBERLAND COUNTY

TRANSPORTATION ADVISORY BOARD

MINUTES

April 2, 2019 - 10:00 a.m.
Courtroom #3-Historic Courthouse
130 Gillespie Street, Fayetteville, NC 28301

Members Present

Joel Strickland, Acting Planning Director
Ken Dye, Aging Programs Rep.
Sharon Batten, Health Dept. Designee
Dana Davis, DSS Work First Rep.
Dawn McNair, DSS Medicaid
Katrina Evans, Planner
Terrasine Gardner, Alliance BHC

Members Absent

Nedra Rodriguez, Workforce Dev. Dir.
Dwayne Beason, Sheltered Workshop Rep.
Tracy Honeycutt, Mid Carolina Rep.
Nkechi Kamalu, Dialysis Center Rep.
Suzanne King, EMS Rep
Adolphus Thomas, City of Fay. Rep.

Others Present

Ifetayo Farrakhan, CTP
Veronica Pierce

1. MEETING CALLED TO ORDER

The meeting was called to order by Joel Strickland at 10:07 am. A quorum was established.

2. INTRODUCTION OF NEW MEMBERS

Today we had one new nomination present at the meeting, Veronica Pierce who works with Cumberland County Schools in the transportation department.

3. APPROVAL OF THE AGENDA

A motion was made by Dana Davis to approve the Agenda as presented. Ken Dye seconded the motion. The motion passed unanimously.

4. APPROVAL OF THE January 29, 2019 MINUTES

A motion was made by Dana Davis to accept the Minutes of January 29, 2019 as presented. Sharon Batten seconded the motion. The motion passed unanimously.

5. APPROVAL TAB MEMBER APPOINTMENTS

There were four nominations put to the board for placement. DSS Director/Designee: Kristin Bonoyer; At Large Rep: Veronica Pierce replacing Kenneth Washington recommendation of Pamela Story who had scheduling conflicts; At Large Rep: Mike Rutan, RPO required by new TAB Manual which is in the development stages; and Transit User: Dorothy Harris who is a former board member some years ago and replacing Anne Morrison. A motion to accept these four new member appointments was made by Sharon Batten and seconded by Dana Davis. The motion passed unanimously.

6. APPROVAL – FY2020 VENDOR CONTRACTS RENEWAL

Ms. Ifetayo Farrakhan explained that as stated in the RFP that it is in the best interest of the County and the Transportation Program to Extend the contracts with the current Vendors B&W Transporting, Inc. and Famiks Transport, Inc. for FY2020. This is the last extension allowable by the existing RFP for these contracts and a new RFP will be conducted this fall. There are several projects being conducted at this time preventing the process. A motion to accept the renewing

Adolphus Thomas
Chairman

Nedra Clayborne Rodriguez
Vice Chairman



Ifetayo Farrakhan
Transportation Coordinator

130 Gillespie Street
Fayetteville, NC 28301
910-678-7624

ifarrakhan@co.cumberland.nc.us

CUMBERLAND COUNTY

TRANSPORTATION ADVISORY BOARD

of the current contracts for fiscal year FY2020 was made by Dana Davis and seconded by Ken Dye. The motion passed unanimously.

7. UPDATE FY2020 5311 GRANT APPLICATION/CERTS

Ms. Ifetayo Farrakhan explained that the Certs & Assurances are the second part of the 5311 Annual Grant which has increased this year by approximately \$40,000. The Certs & Assurances usually get released around January but were delayed due to government shut. They are due by June 17, 2019.

8. UPDATE FY2020 EDTAP GRANT

The annual advertising for this grant will be going out this month. You will receive the posting and then the decision to approve will be on the July Agenda.

9. UPDATE FY 2020 BUDGET

Ms. Ifetayo Farrakhan explained that the FY2020 budget has been entered in Munis. There have been increases to the Administration Grant, the AAA Grant and the 5310 Grant. The ROAP will come out in the Fall, at present the amount remains the same as FY2019.

10. FY2019 BUDGET UPDATE

Ms. Ifetayo Farrakhan explained the amounts remaining highlighted in red and that funds needed in the 5310 grant and AAA grant are pending approval with management to be added to this year's budget.

11. OTHER BUSINESS

Ms. Ifetayo Farrakhan explained that the transportation office receives numerous requests via email from hits on our website. This makes increased funding, especially employment funds very important.

Ms. Ifetayo Farrakhan also revisited the old topic of a half day retreat which is required by the new TAB Manual which is still being developed and wants to finally be able to get it accomplished at the July 9 TAB meeting. She is reaching out for guidance on the retreat topic with the other county's as well as our county clerk's office. There is a concern for being able to provide a meal for which grant funds cannot be used.

Dana Davis shared with us that the March to Work Job Fair had 109 vendors on site and that while they are still compiling the data, they do know of 3 people to get hired on the spot. Dana also gave the date for the upcoming Senior Living Expo (formerly known as the DSS Senior Health Fair) Wednesday, May 15, 2019- 9:00 am – 12:30 pm being held at the Department of Social Services 1225 Ramsey St, Fayetteville, NC. Please direct any questions to Tamica Lyons (910) 677-2822.

Sharon Batten shared with us that the Health Department will be sponsoring their First Annual Fun in The Sun Health and Wellness Safety Fair Saturday, April 13, 2019 10 am – 3:00 pm at the Public Health Center parking lot located at 1235 Ramsey Street. Sharon also shared that the Baby Store will have a Grand Reopening May 17, 2019.

12. ADJOURNMENT

Joel Strickland put adjourning the meeting to the floor and the meeting was unanimously ended at 10:40 am.

REQUEST FOR PROPOSAL
FOR THE
CUMBERLAND COUNTY
COMMUNITY TRANSPORTATION PROGRAM

Fiscal Year July 1, 2017 – June 30, 2018

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NOTICE TO TRANSPORTATION PROVIDERS

REQUEST FOR PROPOSALS FOR PROVISION OF THE CUMBERLAND COUNTY COMMUNITY TRANSPORTATION PROGRAM

The Cumberland County Community Transportation Program is seeking proposals for the operation of its transportation services which are funded with state and federal funds.

The system currently utilizes contractor supplied vehicles and drivers to provide curb to curb service in Cumberland County. In some cases, clients may require door to door service. The Cumberland County Community Transportation Program desires to sign a one year fixed unit cost contract, for each of the five contracts, with services to begin July 1, 2017 and end June 30, 2018.

The deadline for submittal of proposals is **12:00 p.m. on March 20, 2017**. Proposals delivered after that date and time will not be considered. Service and Cost proposal packages should be submitted in separate, sealed envelopes labeled "Service Proposal for The Community Transportation Program" and "Cost Proposal for The Community Transportation Program" and sent to: The Community Transportation Program Attn: Ifetayo Farrakhan, Transportation Program Coordinator, 130 Gillespie Street, Fayetteville, NC 28301.

All proposers must certify they are not on the federal or state list of ineligible Contractors. The Controller General's federal list of ineligible Contractors is located at the web site www.epls.gov. The state's list of debarred organizations can be found on the State's Purchase and Contract web site www.doa.state.nc.us/pandc/.

Only DBE's listed in the DOT certified directory are counted toward DOT's goal in contracts that contain federal funds. Disadvantaged Business Enterprises will be afforded full opportunity to submit proposals and compete for subcontracting work and will not be discriminated against on the basis of race, color, religion, sex, national origin, or disability. DBE Contractors must be certified and registered on the NCDOT Directory: <https://apps.dot.state.nc.us/vendor/directory>.

The successful Contractor(s) shall be required to comply with all applicable local, state and federal laws and regulations including Equal Employment Opportunity. Request for proposal packages are available by contacting Ifetayo Farrakhan at (910) 678-7624.

A pre-proposal conference will be held on **February 27, 2017 at 9:00 a.m.** at the Historic County Courthouse, Room 107C, located at 130 Gillespie Street, Fayetteville, North Carolina. Respondents are not required to attend, however it is highly recommended. This conference is intended to provide respondents with the opportunity to ask questions and/or receive clarification of any requirement in the RFP.

Cumberland County is seeking proposals for the following:

- Elderly and Disabled Medical Transportation (State)
- Rural General Public Transportation (State)
- Employment Transportation (State)
- *Elderly and Disabled Non-Medical Transportation (Federal/State)
- Area Agency on Aging Medical Transportation (State)
- Area Agency on Aging General Transportation (State)

*Half of the Elderly and Disabled Non-Medical Transportation (5310) funds will be used within the Elderly and Disabled Medical Transportation (EDTAP) contract. The other half will be used within the Area Agency on Aging Medical Transportation (AAA Med) contract.

Insurance, Drug and Alcohol Testing, Americans with Disabilities Act adherence, and required training will be mandatory aspects of fulfilling this contract. Other Federal, State, and Local laws and requirements may apply.

The Community Transportation Program is funded in part by the County of Cumberland. Cumberland County and the Community Transportation Program retain the right to reject any or all proposals, to withdraw this solicitation at any time, to waive minor technicalities and informalities and to make an award deemed in its own best interest. Cumberland County is an equal opportunity employer.

I. INTRODUCTION

The Cumberland County Community Transportation Program is seeking interested, qualified vendors to provide transportation services in Cumberland County, North Carolina. Services are currently provided by private contractors under contract to Cumberland County, using contractor provided vehicles. Cumberland County will contract with successful respondents to operate this service. The Cumberland County Community Transportation Program desires to sign a one year fixed unit cost contract for each of the five (5) contracts. The county reserves the right to extend contracts up to twenty four (24) months if it serves to be in the best interest of the county.

The selected contractor(s) will provide management, dispatch, and operation of the transportation service. Maintenance of the aforementioned vehicles will be the responsibility of the contractor. Service includes subscription trips as well as those of a demand-response nature (1 day notice). The contractor will take requests for service from agency representatives. Riders include the physically and mentally disabled, the elderly and the general public. The selected contractor will be responsible for meeting all state, federal, and local requirements as specified in the RFP including, but not limited to, employee development and training, drug and alcohol testing, complying with scheduled vehicle maintenance, insurance coverage, safety, on-time performance, reporting, and billing, as well as any appropriate licensing and other legal requirements. Contractors are required to report on a monthly basis to the Community Transportation Program, all services performed under this contract to include, dates, times, units, client names, destinations, and costs.

Definitions as used herein;

- a. The term "THE COUNTY" or the "County" is used interchangeably and refers to the purchaser, Cumberland County or Cumberland County Community Transportation.
- b. The term "request for proposal" (RFP) means a solicitation of a formal sealed proposal.
- c. The terms "proposal and offer" means the process and services offered by the respondent in response to this RFP.
- d. The term "Respondent" is the vendor responding to this RFP.
- e. The term "Contractor" refers to the respondent selected by the Cumberland County Community Transportation Program to perform service under this contract.
- f. The term "NCDOT" is the North Carolina Department of Transportation, which administers the EDTAP, EMPL, RGP, and 5310 grant funding through the Public Transportation Division (PTD).
- g. The term "contract" means the legally-binding agreement between Cumberland County and the successful contractor(s) to perform the services described in this RFP.
- h. The term "unit" describes a measurement tool used to determine reimbursement. Units of service are defined as each and every time a passenger boards a vehicle at a location and alights at another location.
- i. The term "Community Transportation Program" refers to the collective entity that provides the management and administration for the funding and payment of all agencies that are sub-allotted funding each year for transportation purposes.
- j. The term "Transportation Advisory Board" refers to the board made up of various individuals with experience in the human services and transportation fields in Cumberland County and is appointed by the County Commissioners. This organization serves the Community Transportation Program in an advisory capacity.
- k. The term "FTA" is the Federal Transit Administration, which is part of the US DOT and administers the federal (5310) grant funds through NCDOT/ Public Transportation Division.

II. EXISTING SERVICE

The Cumberland County Community Transportation Program provides curb to curb service (in some cases door to door) for clients within Cumberland County via contractual providers.

Trips provided by the contractor shall be billed on a per client unit basis. Requests for service are faxed or emailed to the contractor by the agencies one day in advance, by 3:00 pm, prior to the date of requested service. Coordination and dispatch of the vehicles to pick up the clients is the responsibility of the contractor.

The Community Transportation Program administrative staff consists of the Transportation Program Coordinator and two Office Assistants. The Transportation Program Coordinator oversees all aspects of the Community Transportation Program, including its operation and administration. All Community Transportation Program correspondence and any questions or concerns should be directed to the Transportation Program Coordinator.

Contracts:

Elderly and Disabled Medical Transportation (EDTAP): Transportation to medical appointments and pharmacy trips provided to clients who are 60+ years of age or disabled with doctor's verification. Clients live throughout Cumberland County.

Rural General Public Transportation (RGP): Transportation provided to residents who live in the rural areas of our County. Provides access to medical, shopping, education, and employment. (See map Attachment E – clients will reside in areas outside of the urban area boundary)

Urban Employment Transportation (EMPL): Transportation to school and work provided to residents who live inside or outside the urban areas of our County. (See map Attachment E – clients will reside in areas inside the urban area boundary)

Elderly and Disabled Non-Medical Transportation (5310): Non-medical transportation provided to clients who are 60+ years of age or disabled with doctor's verification. Clients live throughout Cumberland County.

Area Agency on Aging Medical (AAA Med): Transportation to medical appointments and pharmacy trips provided to clients who are 60+ years of age. Clients live throughout Cumberland County.

Area Agency on Aging General (AAA Gen): Transportation to nutrition sites provided to clients who are 60+ years of age. Clients live throughout Cumberland County.

Please note: 5310 funds are federal and state funds and have additional federal requirements. Please see "Federal and State Requirements and Special Conditions" Attachment.

III. SCOPE OF WORK

Contract Term

The term of any agreement arising from this RFP shall be for one year, commencing on the date transportation services are first rendered. Projected start date is July 1, 2017 and end date is June 30, 2018.

Service Hours

EDTAP, AAA Med, AAA Gen: Services will normally be provided Monday through Friday between the hours of 8:00 am to 5:00 pm (with the exception of dialysis trips).

5310, RGP and EMPL: Services will normally be provided Monday through Friday between the hours of 5:00 am to 8:00 p.m.

Special concessions shall be made by the contractor when dialysis clients are transported to dialysis treatments and will make the necessary arrangements to see that those clients arrive at their appointment on time regardless of the normal service hours. Transportation services shall not end until all client trips have been completed.

Transportation will be provided on all holidays, except on Christmas and New Year's Day. Dialysis clients normally scheduled on Christmas and New Year's Day will require transportation on Saturday or Sunday for those weeks (to make up for the holiday).

Wait Time/No-Shows/Cancellations

The transport company will wait ten (10) minutes for the client to show. After that time, the client will be counted as a no-show. The transport company driver shall wait fifteen (15) minutes for a client to pick up a prescription after a doctor's appointment. After that time, any further wait time shall be negotiation by client and the transport company driver.

In cases of cancellation, the Community Transportation Program requires transportation requests to be canceled at least one (1) hour prior to pickup. Any trip attempted but on which the client does not travel is coded as a "no-show". A record of no shows and cancellations shall be kept by the contractor. In the event of a no-show, the contractor will not be compensated. However, the Community Transportation Program will enforce its no-show policy with the clients to the fullest extent possible. No-shows shall be reported by the contractor to the Community Transportation Program immediately. Cancellations shall be reported to the Community Transportation Program by the end of the week.

On-Time Performance

The Community Transportation Program requires a sixty (60) minute window on scheduled pickups (ninety (90) minute for Fort Bragg trips). Clients will be notified to always be ready one hour prior to appointment time (or one and one half hours for Fort Bragg). The Community Transportation Program policy states that there is a required ten (10) minute minimum wait time after arriving at a location to pick up a passenger. Contractor should not have clients on the vehicle for any period longer than the specified time frame. The contractor will provide a minimum of 95 percent (95%) on-time trips.

Service Area

All trips will be within Cumberland County which includes approximately 661 square miles.

Reservations

Agencies will authorize all trips and supply the contractor with reservation information. The contractor is not required to determine eligibility or receive service requests from individuals. In general, the contractor can expect to be notified no less than one day in advance of any reservations for demand-response trips and changes to subscription trips.

Fares

EDTAP, AAA Med, and AAA Gen: No fares or donations will be collected from passengers. The contractor and its employees are prohibited from soliciting or accepting any tips or gifts of any kind.

5310, EMPL, and RGP: Fares will be collected from passengers. The driver and passenger will be required to sign a log, in order to verify that the fares had been paid, prior to receiving service. This log will be submitted to the Transportation Program Coordinator, along with the invoice, in order to receive payment. Fares will be approximately ten percent of the per unit trip cost. The contractor and its employees are prohibited from soliciting or accepting any tips or gifts of any kind.

Attendants

The contractor will not supply attendants, but must allow a passenger an escort, if requested. The escort must board and exit at the same location as the eligible client. Neither the escort, agency, nor the Community Transportation Program will be charged for the escort.

Personnel

The contractor shall be solely responsible for the provision and satisfactory work performance of all employees as described by this Request for Proposal. The contractor shall be solely responsible for payment of all employee and/or subcontractor wages and benefits. Without any additional expense to the Community Transportation Program or Cumberland County, the contractor shall comply with the requirements of employee liability, Worker's Compensation, employment insurance, Social Security, Department of Transportation Drug & Alcohol Testing and Program Management regulations, OSHA regulations, EPA laws and regulations, in addition to any and all other applicable laws. The Cumberland County Community Transportation Program shall have the right to demand removal from the project, for reasonable cause, any personnel furnished by the contractor. The contractor shall not, without prior written notice to the Community Transportation Program remove, or re-assign the key management personnel identified in its proposal (e.g., Project Manager) at any time prior to or after execution of the contract. The contractor shall obtain the Community Transportation Program's written consent prior to entering any subcontract affecting the service.

Office Staff

The contractor shall supply a sufficient number of employees to staff the office at all required times and perform all necessary tasks associated with the service. The contractor will be responsible for training these employees and making sure that all program policies and procedures are understood and followed. The contractor will staff the office with at least one person trained to perform radio dispatching functions and monitor telephones while vehicles are on the road providing service. This condition may be satisfied if the Owner/Director has mobile cellular phone technology at his/her disposal and can be contacted at ANY time during office hours without necessarily being within an office. An office space with a permanent fax machine must be available to accept new transportation requests from agencies at all times during normal business operating times.

Drivers

The contractor shall supply a sufficient number of properly qualified personnel to operate the equipment and to provide the services required. Each of the contractor's employees shall, at all times while on duty in the performance of the services required herein, be neatly and cleanly dressed and maintain a courteous and cooperative attitude in their contact with the public. All drivers shall have an identification badge in plain view so that clients can easily recognize them. Drivers will not be permitted to smoke or use smokeless tobacco inside the vehicles at any time.

All drivers must be properly licensed in the State of North Carolina, have three years driving experience, and be at least 21 years of age. All drivers must have a good driving record for the preceding three years. A written driving record from the State Motor Vehicles Division must be submitted to the Community Transportation Program Coordinator annually for each driver.

Additionally, all of the contractor's employees who may operate vehicles of 15 or more passengers must possess a Commercial Driver's License with a Passenger endorsement.

All drivers must receive the following training through programs approved by the Community Transportation Program and show proof of successful completion to the Community Transportation Program Coordinator within thirty days of completion.

- First Aid Training and CPR
- Drug & Alcohol Training
- OSHA Bloodborne Pathogens Training
- ADA Equipment and Safety Training
- ADA Sensitivity Training
- Defensive Driving Training

All costs associated with employee training will be the responsibility of the contractor. The contractor is responsible for ensuring that each driver is properly acquainted with the requirements of the program and his/her responsibilities as a driver. The Community Transportation Program requires that all training be completed prior to providing service. Annual refresher training is required for all drivers. Copies of Red Cross certification must be submitted annually to the Community Transportation Program Coordinator. Random drug and alcohol testing in accordance with Department of Transportation Drug & Alcohol requirements found in 49 CFR Part 655 and Part 40 is also required.

Drivers will be required to maintain vehicle logs for each day of service documenting the pick up and drop off of passengers. Logs will include rider names, scheduled and actual pick-up times, addresses, number of units per trip, no-shows, and other pertinent information.

All drivers and safety sensitive employees are required to submit to drug and alcohol testing at the contractor's expense. Up to eighty-five percent (85%) of testing costs may be reimbursed to the contractor if proper documentation and invoices are submitted in a timely manner. Drug/Alcohol reimbursement invoices should be submitted monthly. If the grants or appropriation of funds to provide drug and alcohol testing reimbursement are exhausted, the contractor must continue to follow drug testing procedures.

Vehicles

Vehicles are the responsibility of the contractor. All aspects of maintenance, repair, fuel costs, lease or note payment, cleaning, insurance, state inspections, etc. are the responsibility of the contractor. The contractor, for the purposes of supplying transportation services for the Community Transportation Program, must own or lease its own vehicles. All vehicles must be clearly marked (minimum of three inch lettering) on the side of each vehicle with the contractor's name and phone number as to allow passengers to identify the vehicles.

At minimum, the contractor is required to have six vehicles available for use of any program. At least four of those vehicles must have a wheelchair lift or be handicapped accessible (these vehicles must be ADA compliant (*see ADA accessibility attachment*)). The contractor must have at their immediate disposal two backup vehicles. Cumberland County & the Community Transportation Program reserve the right to inspect vehicles during announced or unannounced times. The Contractor shall submit copies of vehicle registration, inspections, and a current insurance policy to the Community Transportation Program Coordinator annually.

Licensing

The contractor shall keep all vehicles fully licensed and inspected as required by the State of North Carolina and applicable local government agencies. Vehicles are not eligible for free license plates. The contractor must comply with all state and local vehicle registration, permitting and regulatory requirements.

Safety/Inspections

The contractor/employees shall perform daily pre-trip and post-trip safety inspections all vehicles. Vehicles failing the daily inspection will not be used in service until the reason for failure is corrected. The Community Transportation Program reserves the right to insure that vehicles are being maintained properly and are in safe operating condition. For passenger comfort, the heating and air-conditioning units of all vehicles must be kept in proper working order at all times. The Community Transportation Program may inspect vehicles at any reasonable time and may bar a vehicle from service until problem(s) are corrected.

Additional safety requirements can be found in the System Safety Program Plan.

Maintenance

Vehicle maintenance shall be the responsibility of the contractor. The contractor shall comply with all scheduled maintenance so that all vehicles used for this program are at a minimum in accordance with the manufacturer's specifications and/or in accordance with the State's vehicle maintenance standards. Where duplicate recommendations exist, the contractor shall be required to maintain vehicles in accordance with the stricter standards. It shall be the contractor's responsibility to keep vehicles clean inside and out. All vehicle exteriors shall be washed weekly and interiors cleaned on a daily basis. All service records will be kept for all vehicles for a minimum of 5 years and will be made available to the Community Transportation Program on request.

Damage

All physical damage to vehicles shall be repaired within 5 days of occurrence in a high quality manner, regardless of cause. All damage must be reported to the Transportation Program Coordinator in writing within 48 hours of the incident causing the damage.

Insurance

The contractor will provide Bodily Injury, Property Damage, Comprehensive and Collision Insurance for vehicles used to provide services under this Contract in the amounts specified below through an insurer acceptable to the Cumberland County Risk Manager, licensed to do business in North Carolina and will name Cumberland County as an additional insured. Contractor will be required to carry insurance (and furnish proof thereof) to the following minimum limits:

The minimum levels of financial responsibility are as prescribed for motor carriers of passengers pursuant to the provisions of 49 U.S.C. 10927(a)(1), which is \$5,000,000 for vehicles with a seating capacity of 16 passengers or more and \$1,500,000 for vehicles with a seating capacity of 15 passengers or less."

49 U.S.C. 10927(a)(1) is the Interstate Commerce Commission (ICC) regulation enforced by the Federal Motor Carrier Safety Administration (FMCSA), which has been recoded. The new code is 49 CFR 387.25, but it only applies to "for-hire motor carriers transporting passengers in interstate or foreign commerce."

The NC Utilities Commission regulates "for-hire" motor carriers that provide intrastate passenger service to the general public. The State of North Carolina has associated with the FMCSA regulation for interstate providers and adopted the same requirements for intrastate providers. Based on G.S. 62-268 "Security for the Protection of Public; Liability Insurance," the North Carolina Utilities Commission may require any greater amount of insurance as may be necessary for the protection of the public. The rules and regulations of the North Carolina Utilities Commission carry the same weight as law.

THEREFORE, the NC Utilities Commission and the Division of Motor Vehicles require that intrastate "for-hire" motor carriers that provide general public service must maintain the following minimum levels of financial responsibility:

\$1,500,000 for vehicles with a seating capacity of 15 passengers or less, and \$5,000,000 for vehicles with a seating capacity of 16 passengers or more.

Hold Harmless

The contractor agrees to protect, defend, indemnify and hold Cumberland County and the Community Transportation Program, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or cause of action of every kind and character in connection with or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible personal or property right, or actual or alleged violation of any other tangible or intangible personal or property right, or actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder.

The contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his/her sole expense and agrees to bear all other costs and expenses related thereto, even if such claim is groundless, false or fraudulent. Each policy of insurance shall contain the following clause: "It is agreed that these policies shall not be canceled nor the coverage reduced until thirty (30) days after the Community Transportation Program has received written notice of such cancellations or reduction."

The contractor will provide the Community Transportation Program, Cumberland County and the Transportation Program Coordinator proof of insurability to the prescribed limits as part of the proposal package and disclose deductibles and self-insured retainers. The contractor shall also identify its insurance agent(s) and underwriting company(s). This documentation must be in a form approved by State Insurance Commission.

Emergency Situations

In cases of accident, injury or traffic violation, the police or other appropriate authorities should be contacted. The driver should always be sent for drug and alcohol testing immediately where injuries are a result of an accident or incident. Contractor must always contact the Community Transportation Program Coordinator within 24 hours of such an event. A standard written accident report must be completed and turned in to the Transportation Program Coordinator within 48 hours. Included with this report shall also be a copy of the police report if applicable. In cases of emergency always dial 911 and seek medical assistance.

Billing

The contractor shall submit a detailed invoice to include a list of clients and units transported, as well as all supporting paperwork to the Transportation Program Coordinator on a monthly basis. Monthly invoices should be submitted by the 5th of each month following provision of service, directed to the Transportation Program Coordinator. Contingent upon preliminary verification of the invoice, the Transportation Program Coordinator will submit the invoice for payment within 15 days from the date the Transportation Program Coordinator receives the paperwork. Checks will be issued according to the Cumberland County Finance Department's check issuance schedule. The Community Transportation Program or Cumberland County Finance Department may, at any time, conduct an audit of any and/or all records kept by the contractor for this service. Any overpayment uncovered in such an audit may be charged against the contractor future invoices. The Community Transportation Program may withhold payment for services which failed to meet service specifications or are otherwise questionable.

Records and Reports

The contractor will be responsible for properly maintaining separate records and summaries for this service as deemed necessary by Cumberland County and the Community Transportation Program. The following are the types of information which the Community Transportation Program requires the contractor to keep.

Trip by Trip Records submitted monthly

- Date and time of service
- Name of client and number of units
- No-shows and cancellations

Proposal Cost

Respondents shall submit a proposal based on cost per unit. Respondents are required to submit a Cost Proposal (see attached form) under separate cover.

Confidentiality of Client Information

Any and all information regarding a client of the Community Transportation Program is strictly confidential. Information shall not be released to any party in any form without the authorization of the individual, the agency and/or the Community Transportation Program.

Safety

The contractor will ensure the safety of passengers by any and all means necessary, including but not limited to: driver training, retraining, and monitoring; use of seat belts; vehicle maintenance; maintaining order in and around vehicles; providing safety and emergency procedures; etc. All vehicles shall be equipped with fire extinguishers, web cutters, triangles, blood-borne pathogens kits, and first aid kits which shall be furnished by the contractor. Drivers must have the capabilities of using all safety equipment.

Drug and Alcohol Testing

In accordance with Federal Transit Administration (FTA) regulation 49 CFR Part 40 and 49 CFR Part 655, the Cumberland County Community Transportation Program has adopted a drug and alcohol policy applicable to transportation service, which policy is incorporated herein by reference. Contractor agrees to adhere to all aspects of the drug and alcohol testing program. Furthermore, contractor agrees to abide by any and all revisions to 49 CFR Part 40 and 49 CFR Part 655 as they are issued by FTA. Changes to 49 CFR Part 40 and 49 CFR Part 655 shall not effect the continuing validity or enforceability of the contract nor shall changes require contract modification.

All driver drug and alcohol testing will be completed through a testing site approved by the Community Transportation Program Coordinator. US Healthworks is the current approved site. The Community Transportation Program Coordinator will randomly select drivers annually to complete the DOT approved drug and alcohol testing. Testing is to be strictly applied to all safety sensitive employees of the Contractor for pre-employment, random, reasonable suspicion, post-accident, and return-to-duty testing. This program takes effect immediately upon the execution of the contract.

Records

Cumberland County, the Community Transportation Program, the NCDOT and USDOT, or their designee(s) may at any time perform audits of the financial books, records, and accounts of the contractor. The contractor agrees to preserve, and to cause any subcontractor to preserve and make available, for a period of five years after the completion of a contract, any and all financial, operations, administrative, and maintenance records pertaining to this contract.

Meetings

The Community Transportation Program plans to hold Transportation Advisory Board meetings on a quarterly basis for the purpose of discussing service issues and proposed solutions and to maintain open and frequent communications. Occasionally, additional meetings may be required. The meetings are open to the public. Contractors are encouraged to attend.

Termination Conditions

Contracts may be terminated by either party upon thirty days prior written notice. In the event of termination prior to the normal expiration date of any contract, Cumberland County shall compensate the contractor for transportation provided to through and including midnight of the day of termination.

IV. SUBMISSION OF RFP

Questions, changes, and clarifications: To facilitate the clarification of requirements, Respondents are requested to submit questions in writing, no later than 1 business day prior to the pre-proposal conference to:

Ifetayo Farrakhan, Transportation Program Coordinator
130 Gillespie Street
Fayetteville, NC 28301

Ifetayo Farrakhan is the Cumberland County Community Transportation Program Coordinator, and is the proper contact for questions regarding this procurement. The Community Transportation Program shall not be responsible in any manner for verbal answers or instructions regarding this RFP. All requests shall be addressed in writing by mail or by email to Ifetayo Farrakhan at ifarrakhan@co.cumberland.nc.us prior to close of business on February 27, 2017. All questions and clarification will be addressed at the Pre-Proposal Conference on March 3, 2017. No questions or requests for exemptions shall be considered after the Pre-Proposal Conference on March 3, 2017. All changes and/or clarifications to the RFP will be issued in an Addendum within three days after the Pre-Proposal Conference.

Selection process: An Evaluation Committee will review and analyze each response. Each proposal will be rated using a scale from 1-5, with 5 being excellent for each of the following criteria:

CRITERIA	WEIGHT
-- Proposal response	25%
-- Qualifications and Experience	25%
-- References	10%
-- Disadvantaged Business Enterprise (DBE) efforts	10%
-- Value for cost	30%

Interviews and/or negotiations may be conducted with each or any of the respondents selected. Cost shall be considered, but will not be the sole determining factor. The Evaluation Committee may require that the respondent's staff attend any oral interviews. The Evaluation Committee may also require that some vehicles be present for inspection.

After any requested interviews have been conducted, the Evaluation Committee shall make its recommendation to the Transportation Advisory Board. If the Transportation Advisory Board concurs with the recommendation to the respondent(s), which, in its opinion, has made the best proposal, it shall recommend for award the contract to that respondent(s) to the County Manager or the County Board of Commissioners.

Projected Schedule

RFP release	February 20, 2017
Pre-proposal Conference	February 27, 2017
Proposals due	March 20, 2017
Evaluation Committee review	April 10, 2017
Award	April 18, 2017
Start-up date	July 1, 2017

Conditions for Responding

1. Scope: The following terms and conditions shall prevail unless otherwise modified by the Community Transportation Program within this proposal document. The Community Transportation Program reserves the right to reject any proposal which takes exception to these terms and conditions.
2. Completing proposal: All information must be legible. Any and all corrections and/or erasures must be initialed. The proposal cover letter must be signed by an authorized respondent and all required information must be provided. A neatly typed document of reasonable length and using the forms provided is preferred. Expenses incurred in developing and submitting a proposal are borne entirely by the Respondent.
3. Confidentiality of proposal information: Each proposal and supporting documents must be submitted in a **sealed** envelope to provide confidentiality of the proposal information prior to the proposal opening. All proposals and supporting proposal documents become public information after contract award and are available for inspection by the general public.
4. Accuracy of proposal: Each proposal is publicly opened and the respondent's name is made part of the public record. Therefore, it is necessary that any and all information presented is accurate and/or will be that by which the Respondent will complete the contract. In case of numerical discrepancy, unit costs shall prevail.
5. Submission of proposal: Proposals are to be sealed and submitted to the following address prior to the date and time indicated in the RFP packet:

Ifetayo Farrakhan, Transportation Program Coordinator
130 Gillespie Street
Fayetteville, NC 28301

Service and Cost proposal packages should be submitted in separate, sealed envelopes labeled "Service Proposal for The Community Transportation Program" and "Cost Proposal for The Community Transportation Program". If the contractor is submitting more than one proposal, all cost proposals may go in one envelope.

Please submit one original and five copies of the Service Proposal. Only one original Cost Proposal should be submitted for each contract for which is being proposed.

Proposals will be **rejected** if they do not include all items as requested in the submittal checklist on page 24.

General Terms and Conditions

1. Assignment

The contract derived from this RFP shall not be sublet except with the written consent of THE COUNTY. No such consent shall be construed as making THE COUNTY a party to such subcontract, or subject THE COUNTY to liability of any kind to any subcontractor. No subcontract shall, under any circumstances, relieve the Contractor of his liability and obligation under this contract, and all transactions with THE COUNTY must be through the Contractor.

2. Changes

THE COUNTY reserves the right to postpone the proposal due date for its own convenience and to reject any or all proposals, to withdraw this solicitation at any time, to waive minor technicalities and informalities and to make an award deemed in its own best interest. Proposals may be awarded without further discussion or notification of the Respondents.

Changes to the RFP will be made by addendum.

Change orders, once a contract is issued, must be approved by THE COUNTY in writing.

3. Changed Conditions of Performance (Including Litigation)

The respondent agrees to notify THE COUNTY immediately of any change in law, conditions, or any other event that may significantly affect the respondent's ability to perform the project in accordance with the terms of the Contract. In addition, the respondent agrees to notify THE COUNTY immediately of any decision pertaining to the respondent's conduct of litigation that may affect THE COUNTY interests in the Project. Before the respondent may name THE COUNTY as a party to litigation for any reason, in any forum, the respondent agrees to inform THE COUNTY.

4. Nonperformance

Failure to Perform – If the contractor is unable or fails to deliver a significant amount of the service as specified in the scope of work (as determined by THE COUNTY), the COUNTY shall pay the contractor the cost of transportation provided through and including midnight of the day of termination.

5. Conditional Proposals

Conditional proposals, or those which take exceptions to the specifications, may be considered non-responsive and will be rejected.

6. Contract Documents

This Request for Proposals, including, General Terms and Conditions and the Technical Specifications with notes or changes made thereon before signing, along with the Contractor's proposal, are the documents forming the Contract. The Contractor shall only be authorized to begin incurring costs on the project upon receipt of a properly executed "Notice to Proceed" from THE COUNTY.

7. Contractual Obligation of the Bidder/Respondent

Each proposal shall be submitted with the understanding that the acceptance in writing by THE COUNTY of the offer to supply services described therein shall constitute a contract between the respondent and the purchaser, which shall bind the respondent on his or her part to furnish and deliver at the proposed price in accordance with the conditions of said accepted proposal and specifications.

8. Errors and Omissions

The respondent will not be allowed to take advantage of any errors or omissions in the specification. Full instructions to correct errors or omissions will be given to the respondent, should errors or omissions be called to the attention of THE COUNTY.

9. Exclusionary or Discriminatory Specifications

THE COUNTY is prohibited by Federal and state law from using exclusionary or discriminatory specifications for work. If the respondent believes that the specifications included in this solicitation are exclusionary or discriminatory, it should avail itself of the Protest Procedure described elsewhere in this document.

10. Financial Assistance Grant

The service described in this Request for Proposals are to be purchased, in part, with the assistance of monies from the North Carolina Department of Transportation and/or the Federal Transit Administration (FTA) of the U.S. Department of Transportation (USDOT). The successful respondent and all subcontractors will be required to comply with all terms and conditions prescribed for third party contracts in a grant contract between the North Carolina Department of Transportation, the Federal Transit Administration, and THE COUNTY.

11. Governing Law

Each and every provision of this Request for Proposal and the resulting contract agreement shall be construed in accordance with and governed by North Carolina law. The parties acknowledge that this contract is executed in Cumberland County, North Carolina and that the contract is to be performed in Cumberland County, North Carolina. Each party hereby consents to the local court's sole jurisdiction over any dispute that may arise as a result of the execution or performance of this agreement, and each party hereby waives any and all objections to venue in the local county.

12. Protest Procedures

(1) Any party aggrieved by a solicitation or award of a contract may protest to the Cumberland County Manager, in writing, within seven days after such aggrieved party knew or should have known of the facts giving rise thereto.

(2) Such protest shall include the detailed facts leading up to the protest.

(3) In the event that the County Manager is unable to settle and resolve any protest relating to the solicitation or contract award he will forward the matter to the full Board of Commissioners in the written format as received from the aggrieved party.

(4) After reviewing the written complaint and hearing comments from the aggrieved party, the Board of Commissioners will make their decision known, in writing, within 60 days of the meeting date. Such decision shall respond, in detail, to each substantive issue raised in the protest.

(5) A pending protest shall halt the procurement until the controversy is resolved, unless, in the opinion of the Commissioners, the award of the contract without delay is necessary to protect the substantial interests of THE COUNTY.

(6) The written decision of the Commissioners shall be final, binding, and conclusive on the parties.

(7) Protests should be transmitted to:

Amy Cannon
County Manager
117 Dick Street
Fayetteville, NC 28301

(8) Protests will only be entertained by the Federal Transit Administration if the aggrieved party is alleging that THE COUNTY does not have, or is failing to follow, written protest procedures.

(9) Pursuit of a protest beyond the decision of the Commissioners must take place in the appropriate State or Federal court holding jurisdiction.

13. Termination of Contract

This contract may be terminated by either party upon thirty (30) days prior written notice. In the event of termination prior to the normal expiration date of this Agreement, the COUNTY shall pay the contractor the cost of transportation provided to clients through and including midnight of the day of termination.

14. Attorney's Fees

Should the Contractor default pursuant to any of the provisions of this Agreement, the Contractor and its surety shall pay to THE COUNTY such reasonable attorney's fees as THE COUNTY may expend as a result thereof and all costs, expenses, and filing fees incidental thereto.

15. Single Proposal Response

If only one proposal is received in response to this RFP, the proposal will not be opened and re-advertisement with a new schedule will be posted.

16. Proposal Withdrawal

Proposals cannot be withdrawn once submitted to Ifetayo Farrakhan.

FEDERAL AND STATE REQUIREMENTS AND SPECIAL CONDITIONS

(SEE ATTACHED FEDERAL AND STATE REQUIREMENTS AND SPECIAL CONDITIONS)

ATTACHMENT A
CERTIFICATION REGARDING LOBBYING

(To be submitted with all bids or offers exceeding \$100,000; must be executed prior to Award)

The undersigned _____ certifies, to the best of his or her knowledge and belief, that:
(Contractor)

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding to any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transactions imposed by 31, U.S.C. 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Section A 3801 *et seq.*, apply to this certification and disclosure, if any.

Date

Signature of Contractor's Authorized Official

Name and Title of Contractors Authorized Official

Subscribed and sworn to before me this ____ day of _____, 20____, in the State of _____;
and the County of _____.

Notary Public _____

My Appointment Expires _____

ATTACHMENT B

CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY and VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTION

(To be submitted with all bids or offers exceeding \$25,000.)

- (1) The prospective lower tier participant (Bidder/Contractor) certifies, by submission of this bid or proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) The prospective Bidder/Contractor also certifies by submission of this bid or proposal that all subcontractors and suppliers (this requirement flows down to all subcontracts at all levels) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (3) Where the prospective lower tier participant (Bidder/Contractor) is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid or proposal.

The lower tier participant (Bidder/Contractor), _____, certifies or affirms the truthfulness and accuracy of this statement of its certification and disclosure, if any.

SIGNATURE _____

TITLE _____

COMPANY _____

DATE _____

State of _____

County of _____

Subscribed and sworn to before me this ____ day of _____, 20____.

Notary Public _____

My Appointment Expires _____

ATTACHMENT C

CERTIFICATE OF COMPLIANCE
WITH BUY AMERICA ROLLING STOCK REQUIREMENTS

(To be submitted with all bids exceeding \$100,000. A bid, which does not include this certification or the certification under Attachment D, will not be eligible for award.)

The bidder hereby certifies that it will comply with the requirements of 49 U.S.C. Section 5323(j), and the regulations in 49 CFR Part 661.11.

DATE _____

SIGNATURE _____

TITLE _____

COMPANY _____

State of _____

County of _____

Subscribed and sworn to before me this ____ day of _____, 20____.

Notary Public _____

My Appointment Expires _____

ATTACHMENT D

CERTIFICATE OF NON-COMPLIANCE
WITH BUY AMERICA ROLLING STOCK REQUIREMENTS

(To be submitted with all bids exceeding \$100,000. A bid, which does not include this certification or the certification under Attachment C, will not be eligible for award.)

The bidder hereby certifies that it cannot comply with the requirements of 49 U.S.C. Section 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. Section 5323(j)(2)(C), and regulations in 49 CFR 661.7.

DATE _____

SIGNATURE _____

TITLE _____

COMPANY _____

State of _____

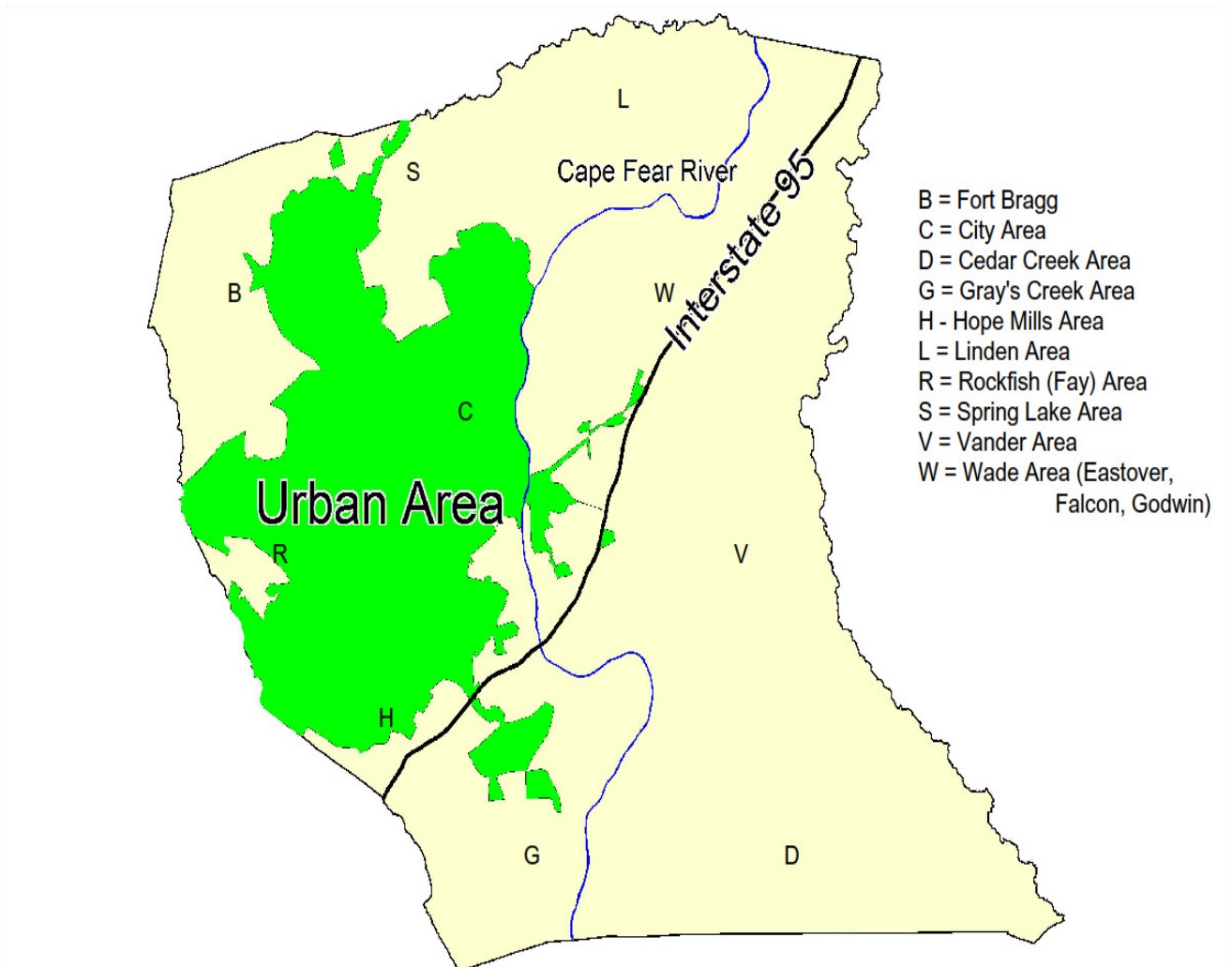
County of _____

Subscribed and sworn to before me this ____ day of _____, 20____.

Notary Public _____

My Appointment Expires _____

ATTACHMENT E



V. SUBMITTAL PACKAGE

The following forms must be completed and submitted for a respondent to be considered a candidate for the contracts described in the RFP. If space provided is insufficient for response, attach additional sheets to the forms, clearly referencing such sheets back to specific points addressed in the forms. Respondents should turn in the envelope separate from submittal package.

Submittal Checklist

Prior to submitting a proposal, the respondent should use the following checklist to ensure completeness of the submission package. This form need not be submitted with the proposal.

- One (1) signed Cost Proposal Worksheet in sealed envelope (one per proposal contract)
- One (1) original and five (5) copies of the completed submittal forms package made up of the following documents:
 - Cover letter including a brief description of organization and intention to provide services for the program
 - Information and Qualification Proposal Worksheets
 - Manager's resumes
 - Written driving record from the State Motor Vehicles Division for all drivers
 - Copies of Red Cross certifications, if applicable
 - Articles of Incorporation, if applicable and all business licenses
 - Disadvantaged Business Enterprise (DBE) certification, if applicable
 - Statement of insurability or current insurance policy that shows the minimum insurance threshold listed within this RFP
 - Business References
 - Attachment A
 - Attachment B
 - Attachment C or D (**Only one of the two should be submitted**)

Information and Qualification Proposal Worksheets

(Electronic copies are available upon request.)

1. General Information and Qualifications

A. Identification of Respondent

Name of Organization: _____

Business Address: _____

Telephone Number: _____

Fax Number: _____

Federal Tax ID # _____

B. Name and Title of Individual to Contact for Further Information:

C. Legal Status of Organization: (Check one)

☐ For-profit corporation or joint venture corporation

☐ For-profit partnership or sole proprietorship

☐ Non-profit corporation

☐ Public agency

☐ Other (identify)_____

D. Description of Organization

Provide a brief description of the major business functions, history, and organizational structure (please provide copy of organizational chart) of the Respondent Organization. Attach and label as "Description of Respondent Organization."

E. Credit References

Attach names, addresses, phone numbers and relation to Respondent of at least three credit references including Respondent's bank. Label the attachment "Credit References."

F. Has respondent, or any officer or partner of respondent, failed to complete a contract?

Yes ____ No ____

If yes, give details on separate sheet labeled "Failure to Complete Contract."

G. Proposed subcontractors and consultants

Attach company name, contact, address, phone, and anticipated role of any proposed subcontractor and/or consultant; also include three references for each proposed subcontractor and consultant. Label these attachments "Proposed Subcontractors and Consultants."

H. Disadvantaged and Small Business Status

A Disadvantaged Business Enterprise (DBE) is defined as a business at least 51% of which is owned, operated, and controlled by minority group members, or in the cases of publicly owned businesses, at least 51% of which is owned, operated, and controlled by minority group members. "Minority Group Members" are defined as Blacks, Hispanics, Asian American, American Indians, Alaskan Natives, or women regardless of race or nationality. A Small Business is defined under Small Business Administration (SBA) section 8(a) rules. Please submit a printout from the NDCOT Directory of Certified DBE's to verify DBE Status. <https://apps.dot.state.nc.us/vendor/directory>

Check the appropriate status of Respondent's business:

DBE _____ Small Business _____

Neither DBE or Small Business _____

I. Vehicles

Does respondent understand that providing its own vehicles is a necessary component of this proposal?

Yes ____ No ____

Attach descriptions and pictures of proposed vehicles (year, manufacturer, model, number of miles, seating capacity, ADA accessibility, etc.). Label "Proposed Vehicles."

Respondent must provide documentation that accessible vehicles are ADA compliant. These vehicles must meet all vehicle, lift or ramp, wheelchair station, lighting, signage, and any other ADA requirements specified in 49 CFR 38 (see *ADA accessibility attachment*).

J. Is any litigation pending against respondent or any officer or partner of respondent's organization?

Yes ____ No ____

If yes, give details on separate sheet labeled "Pending Litigation."

K. Service References

Please tell us about (up to three) similar contracts which the respondent organization has provided service under. Label additional pages "Service References".

Service Reference # _____

Firm Name: _____

Street: _____

City, State, Zip Code: _____

Contact Person: _____ Telephone Number: (____) _____

Length of Service: from _____ to _____

Please describe the services respondent provided to this organization by checking as many of the following as apply:

____ Fixed Route

____ Demand Response (Paratransit)

____ Charter

____ Daily School Bus Service

___ Other (describe)_____

Average number of miles operated per weekday: _____

Days of operation: _____

Average number of vehicles operated per weekday:_____

Types of vehicles operated:_____

Types of users (ex. general public, disabled, etc.):_____

Please use additional sheets to provide any further information about this reference. Label "Additional information: Service Reference #___".

2. Maintenance Program

Describe how the program respondent will follow for maintenance, inspection and cleaning of vehicles.

3. Driver Standards

Please describe respondent's current hiring standards and training and safety programs for drivers. Additionally, please describe your current drug and alcohol policy and testing procedures (Note: Testing must comply with those of the Community Transportation Program upon execution of contract).

4. Service Description

Please provide a detailed description of how respondent plans to provide this service. The description should demonstrate understanding of the program as detailed in this RFP. Additionally, any minimum requirements which respondent proposed to exceed should be described. The description should include, but by no means be limited to, respondent's plan for scheduling and dispatch, administration, management and support, use of radios or cell phones, etc.

5. Implementation and Management Plan

Describe respondent's strategy and timeline for implementing transportation services. Describe the management structure for this contract. Emphasis should be on a timely, thorough implementation plan and the assurance of service quantity, quality, and efficiency.

6. Safety Policy and Emergency Procedures

In this section, the respondent should state the company policy on safety and also describe procedures for handling emergency situations.

The Proposer, _____, hereby certifies and affirms to the truthfulness and accuracy of the information provided in the above Information and Qualification Proposal Worksheets Form.

Date

Signature of Proposer

Name and Title of Proposer

EDTAP Proposal

PROPOSED AMOUNT

This sheet is to be filled out completely and submitted in a separate sealed envelope.

COST PER UNIT

The undersigned certifies that he/she is authorized by Respondent to make the preceding proposal and bind Respondent accordingly.

Respondent _____

Person completing Proposal _____

Title _____

Signature _____

Date _____

RGP Proposal

PROPOSED AMOUNT

This sheet is to be filled out completely and submitted in a separate sealed envelope.

COST PER UNIT

The undersigned certifies that he/she is authorized by Respondent to make the preceding proposal and bind Respondent accordingly.

Respondent _____

Person completing Proposal _____

Title _____

Signature _____

Date _____

EMPL Proposal

PROPOSED AMOUNT

This sheet is to be filled out completely and submitted in a separate sealed envelope.

COST PER UNIT

The undersigned certifies that he/she is authorized by Respondent to make the preceding proposal and bind Respondent accordingly.

Respondent _____

Person completing Proposal _____

Title _____

Signature _____

Date _____

AAA Medical Proposal

PROPOSED AMOUNT

This sheet is to be filled out completely and submitted in a separate sealed envelope.

COST PER UNIT

The undersigned certifies that he/she is authorized by Respondent to make the preceding proposal and bind Respondent accordingly.

Respondent _____

Person completing Proposal _____

Title _____

Signature _____

Date _____

AAA General Proposal

PROPOSED AMOUNT

This sheet is to be filled out completely and submitted in a separate sealed envelope.

COST PER UNIT

The undersigned certifies that he/she is authorized by Respondent to make the preceding proposal and bind Respondent accordingly.

Respondent _____

Person completing Proposal _____

Title _____

Signature _____

Date _____



OFFICE OF THE COUNTY ATTORNEY

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 17, 2019

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COUNTY ATTORNEY

DATE: 6/14/2019

**SUBJECT: CONSIDERATION OF A LEASE OF THE ROXIE AVENUE CENTER TO
ALLIANCE HEALTH**

BACKGROUND

At its June 13, 2019, Agenda Session, the Board directed that if the terms of the lease of the Roxie Avenue Center to Alliance Health were finalized to place it on the June 17, 2019, agenda as an item of business. The lease terms have been finalized. The proposed lease is attached. Of course, the lease will be subject to the Hospital conveying the property back to the County.

The essential lease terms are:

- Ten year term at \$0 rent
- Alliance shall sublet to Recovery Innovations, Inc., subject to the lease terms and at a rent of \$0
- County is responsible for substantial repairs listed on Schedule A
- Alliance is responsible for substantial improvements listed on Schedule B
- Tenant will be responsible for all maintenance of the interior floors, doors, ceilings, walls and windows
- County will remain responsible for all other building and grounds maintenance
- Tenant will pay for all utilities

RECOMMENDATION / PROPOSED ACTION

County attorney recommends approval of the lease and authorization for the county manager to enter into any further agreements as may be necessary to coordinate the work to make the repairs and improvements described in the lease.

ATTACHMENTS:

Description

Roxie Lease Schedule B

Roxie Lease Schedule A

Roxie Ave Lease

Type

Backup Material

Backup Material

Backup Material



May 14, 2019

Kate Peterson
Alliance Health Plan
5200 Paramount Parkway Suite 200
Morrisville, North Carolina

Cc: Kelly Goodfellow, Sean Schreiber

RE: Conditions Report for Facility located at:
1724 Roxie Ave.
Fayetteville, North Carolina

Over the course of three days, Monday May 6, 2019 – Wednesday May 8, 2019, RI International has worked with Alliance and Cape Fear Valley Hospital staff to review the facility needs at the above location. Throughout these three days we have identified several safety and quality of care concerns that will need to be attended to prior to RI International team fully opening the crisis facility. We have listed the items below and have also attached pictures to help show some of the items needing to be addressed and/or renovations that we are recommending to improve the overall workflow of the crisis facility and safety for the individuals served in this facility.

1. At this time the facility operates on two floors, the Triage/Screening/Assessment area and the 23 hour Crisis Stabilization Unit are operated on the second floor and the Facility Based Crisis Unit has been operated on the first floor.
 - a. Due to the safety concerns and risks with the work flow of this current process, RI is recommending that all of the crisis services be operated on the first floor of the unit and utilizing the second floor for administrative and outpatient services and/or potential additional crisis services to be operated at a future time.
 - b. The second floor unit is not currently set up for a safety and anti-ligature environment as evidenced by:
 - i. Rooms and Main Areas have ligature risks and will need to be corrected:
 1. Bedrooms have broken HVAC units – see attached pictures
 2. Fire Sprinklers are not recessed in the ceiling – see attached pictures
 3. Door Hinges are not anti-ligature hinges – see attached pictures
 4. Air Vents are not recessed into the ceiling
 5. Nurse Station is positioned in an area that does not allow visibility on the entire unit
 6. Bedrooms have open electrical outlets
 7. Bathrooms are not anti-ligature – see pictures
 8. Bathrooms have continuous plumbing issues per Cape Fear Staff
 9. Chairs on unit are not behavioral health unit equipment and are all torn with inner stuffing exposed in several areas – see pictures
 10. Door handles are ligature risk

CRISIS HEALTH RECOVERY CONSULTING



11. Smell of urine throughout unit
- c. The first floor unit has enough space to accommodate both the 10 chair 23 hour Crisis Stabilization Unit (back wing) and the 16 bed Facility Based Crisis Unit (front wing) with some adjustments and minor renovations:
 - i. Back Wing:
 1. Utilizing the police entrance in the back of the building again – see pictures attached
 - a. Moving the dumpster to a more secure area
 - b. Build a fence/barrier in front of the HVAC system to prevent injury risk
 2. Update the seclusion and restraint room to utilize it again – remove carpet squares and update the floor, remove electrical outlets and wiring from the room, ensure the coding for the room is up to par, add a seclusion and restraint bed and a camera. – see pictures attached
 3. Bathroom next to the S&R room –update to anti-ligature equipment and fix the plumbing in the shower (per Cape Fear staff the shower does not work and has not for quite some time)
 4. Medication room could be modified to meet the requirements for a full medication room and wash area
 5. Move nurses station to more accessible area for staff to be able to better monitoring of the unit
 6. Demo wall in the dayroom area for better safety and visibility on unit
 7. Redo walls and paint after wall removal
 8. Add cameras to all the rooms
 9. Water stains on ceiling – see pictures attached
 - ii. Front Wing
 1. Adding double doors back to the first wing to create a secure FBC unit
 2. Convert front offices into bedrooms with bathrooms
 3. Create a seclusion and restraint room and bathroom
 4. Extend the nurses station for better visibility and monitoring on the unit – see pictures attached
 5. Expand the medication room and move to the back office
 6. Water damage on the ceiling (water stains, bubbling paint, mildew/potential mold) – see pictures attached
 7. Remove curtains from windows and add privacy tint/frosted tint – see pictures attached
 8. Update the covers for the HVAC units – per staff report these do not work well and pose several problems with air control throughout the rooms and the entire unit
 9. Demo wall in the dayroom area for better safety and visibility on unit
 10. Remove all carpet tiles and update the floor
 11. Add cameras to all rooms



12. All mattresses need to be replaced and new bed frames (could start with the bed frames that are in there but will need to replace soon, however, all the mattresses need to be replaced)
 13. New washer and dryer and move laundry area to universal location just outside of both the units
 14. Move the clean and soiled linen closet off the unit to a universal location just outside both the units
- iii. In general throughout the units
1. Strong smell of urine
 2. Bathrooms had regular plumbing issues as reported by Cape Fear staff
 3. Some bathrooms were inoperable
 4. Purchase Kitchen appliances
 5. Modify entry/lobby area for reception desk
 6. Unit needs a deep cleaning and sanitizing throughout the unit
 7. Install new server/router in IT closet
 8. HVAC system concerns – leaking ceiling/water stains on ceiling, staff reported continual problems with a/c and heating throughout the unit throughout the year
 9. Outdoor courtyard area – fencing and benches need to be adjusted to support better visibility and safety concerns, cover drains in grass areas to smaller grate covers, and remove brick benches and replace with safe seating area
 10. Replace Signage

RI International is proposing that we complete the needed updates/renovations to both the front wing and the back wing simultaneously with the expectation that the Obs unit would be completed at a faster pace due to minimal changes and the FBC unit taking a bit longer to renovation due to the addition of bedrooms and bathroom to accommodate 16 beds throughout the unit with appropriate bathroom space. RI anticipates that the Obs unit could be completed in July 2019 and the FBC unit potentially completed between October – December 2019. RI will actively begin hiring and training staff, order equipment and needed furniture, work with licensing to transfer licenses and certifications and complete the renovations needed as soon as the approval is given by Alliance to move forward with the proposed plan.

Please contact us if you have any further questions or comments. We look forward to our movement forward on this project to bring this facility up to high quality standards and begin providing services to the community.

Sincerely,

Amy Pugsley, MA, CHC
Chief Administrative Officer

CRISIS HEALTH RECOVERY CONSULTING

2701 N. 16th Street • Suite #316 • Phoenix, Arizona 85006 • riinternational.com



CUMBERLAND ★ COUNTY ★ NORTH CAROLINA

ENGINEERING & INFRASTRUCTURE DEPARTMENT

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

Summary of Walk 5-24-19 Walk Through of Roxie Avenue with Maintenance Staff

First Floor

- Crash bar broken on the front door
- Sink is stopped up in C23
- HVAC unit is missing in C21
- HVAC not operational in C18
- Hot water leaking in C27
- Sink not operational in C17
- Toilet not operational in C13
- Can't read thermostat display in C06
- Thermostat not operational in C05
- Glass in outside door to room B08 is fogged due to bad seal
- Faucet leaking in B07
- Faucet needs repairing in B12
- Shower faucet not operational in D04
- Evidence of water leak in ceiling in D06
- Toilet not flushing properly in D11
- Shower hard to turn on in D14
- HVAC fan not operational in D14 (unit is in the ceiling)
- Thermostat not operational in D17

Second Floor

- Staining on ceiling from leak in hallway outside of E06
- Evidence of water entering the facility around windows in F14
- Water damage on wall in F13
- Cove base missing in F13
- Ceiling tile stained in F05
- Toilet broken in F08 and faucet leaking
- Faucet leaking in F09
- Fan motor missing from HVAC unit in F09
- Cove base missing in F12
- VCT flooring looks rough in F15

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

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

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

- Cabinet doors missing and handles on cabinet doors missing in F16
- Elements (burners) missing from stove in F16
- No power to HVAC units in rooms F02 and F17
- Ceiling stained from leak in E07
- Toilet not operational in E09
- Sink faucet short cycles in E09
- Shower head needs replacing in E09
- HVAC unit not operational in E10
- No power to HVAC unit in E11
- Grill missing for HVAC unit in E14
- Can't read thermostat display in E15
- Wall damage in E15
- Fogged glass in window in E17
- Fogged glass in window in E20
- Fogged glass in window in E21
- Fogged glass in window in E24
- Fogged glass in window in E26
- Fogged glass in window in E29
- Evidence of leak in ceiling in E27

Mechanical Room

- Backflow preventer for building is leaking
- Thermometer on mixing valve is broken

Roof

- Debris (dirt and leaves) from roof membrane needs to be removed
- It appears that one roof drain pipe may be completely clogged

The entire facility needs to be thoroughly cleaned as it is somewhat of a mess throughout. The majority of the walls throughout the facility could use a coat of paint as walls are marked-up and in a few areas the sheetrock paper has been damaged.

STATE OF NORTH CAROLINA

LEASE AGREEMENT

COUNTY OF CUMBERLAND

This Lease Agreement, is made and entered into the 1st day of July, 2019, by and between the **County of Cumberland**, a body politic and corporate of the State of North Carolina, hereinafter referred to as "Landlord" and **Alliance Health**, a political subdivision of the State of North Carolina, existing under N.C.G.S. Chapter 122C, hereinafter referred to as "Tenant", pursuant to the authority set forth in N.C.G.S. 160A-272 and N.C.G.S. 122C-147(d).

WITNESSETH:

IN CONSIDERATION of the mutual promises and subject to the terms and conditions contained or referred to herein, Landlord does hereby lease and demise to Tenant, that building located at 1724 Roxie Ave, Fayetteville, North Carolina, as more fully described as follows (hereinafter referred to as the "Leased Premises"):

Being a lot approximately ____ acres with a _____ square foot building located thereupon,
... [insert description]

TO HAVE AND TO HOLD said property, together with all privileges and appurtenances thereto belonging including easements of ingress and egress, to the said Tenant, under the terms and conditions hereinafter set forth:

1. TERM: The Lease shall commence the July 1, 2019, and unless sooner terminated, continue for a term of ten (10) years, expiring at midnight on June 31, 2029. The parties may agree to extend the Term thereafter upon mutual agreement, so long as Alliance is utilizing the Leased Premises as a healthcare facility.

2. RENT: The rent shall be at an annual rate of \$0.00.

3. DEPOSIT: Landlord shall not require a security deposit from the Tenant.

4. CONDITION OF PREMISES: Tenant accepts the Leased Premises as is, subject to improvements or requirements required by applicable local code or unified development ordinance for Tenant's intended use and further subject to Landlord making all the repairs identified in Schedule A-Summary of 5-24-19 Walk Through of Roxie Avenue with Maintenance Staff. To the extent possible, Landlord and Tenant will work diligently to coordinate Schedule A repairs with Schedule B renovations (in paragraph 14) in order to reduce conflict and cost between the parties. Landlord makes no representation or warranty as to the condition of the Premises. Tenant shall return the Leased Premises to Landlord at the termination or expiration hereof in as good condition and state of repair as the same was at the commencement of the term hereof, except for loss, damage, or depreciation occasioned by reasonable wear and tear or damage by fire or other casualty.

5. PARKING LOT: The parking lot adjacent to the building shall be included in the Leased Premises for the use of Tenant and its visitors and invitees.

6. ASSIGNMENT and SUBLEASE: The Tenant shall not assign this lease or sublet the Leased Premises or any part thereof, without the written consent of the Landlord. Such written consent will not be unreasonably withheld by Landlord. Notwithstanding the foregoing, Landlord hereby consents to a sublease, which sublease shall be subject to the terms and conditions of this Lease, and shall be for \$0 rent, between Tenant and Recovery Innovations, Inc. and/or its wholly owned subsidiary, for the operation of the Crisis Center.

7. **USE AND POSSESSION:** The Leased Premises shall be used by Tenant to provide behavioral health, substance abuse, intellectual and developmental disability and physical health services.

8. **DESTRUCTION OF PREMISES:** In the event that said building including the Leased Premises is damaged by fire, explosion, accident or any act of God, so as to materially affect the use of the building and Leased Premises, this Lease shall automatically terminate as of the date of such damage or destruction, provided, however, that if such building and Leased Premises are repaired so as to be available for occupancy and use within sixty (60) days after said damage, then this lease shall not terminate; provided further, that the Tenant shall pay no rent during the period of time that the Leased Premises are unfit for occupancy and use.

9. **CONDEMNATION:** If during the Term of this Lease, the whole of the Leased Premises, or such portion thereof as will make the Leased Premises unusable for the purpose leased, be condemned by public authority for public use, then the term hereby granted shall cease and come to an end as of the date of the vesting of title in such public authority, or when possession is given to such public authority, whichever event occurs last. Upon such occurrence the rent shall be apportioned as of such date and any rent paid in advance at the due date for any space condemned shall be returned to Tenant. Landlord shall be entitled to reasonable compensation for such taking except for any statutory claim of Tenant for injury, damage or destruction of Tenant's business accomplished by such taking. If a portion of the Leased Premises is taken or condemned by public authority for public use so as not to make the remaining portion of the leased premises unusable for the purpose leased, this lease will not be terminated but shall continue. In such case, the rent shall be equitably and fairly reduced or abated for the remainder of the term in proportion to the amount of leased premises taken. In no event shall Landlord be liable to Tenant for any interruption of business, diminution in use or for the value of any unexpired term of this lease.

10. **INTERRUPTION OF SERVICE:** Landlord shall not be or become liable for damages to Tenant alleged to be caused or occasioned by, or in any way connected with, or the result of any interruption in service, or defect or breakdown from any cause whatsoever in any of the electric, water, plumbing, fire suppression, heating, air conditioning, ventilation or elevator systems, or any other structural component of the building, unless such damage arises from an intentional or negligent act or omission of Landlord, its employees or officers.

11. **LANDLORD'S RIGHT TO INSPECT:** Landlord shall have the right, at reasonable times during the term of this lease, to enter the Leased Premises, for the purposes of examining and inspecting same and of making such repairs or alterations therein as Landlord shall deem necessary. Landlord shall provide at least 48 hours' notice to Tenant and shall be subject to confidentiality procedures deemed necessary for the safety and privacy of the occupants of the property.

12. **INSURANCE:** Landlord will be responsible for insuring its interest in the building and Tenant will be responsible for insuring its personal property within the leased premises. Tenant shall at all times during the term hereof, at its own expense, maintain and keep in force a policy or policies of general and premises liability insurance against claims for bodily injury, death or property damage occurring in, on, or about the demised premises in a coverage amount of no less than \$1,000,000 per occurrence and naming Landlord as an additional named insured. Tenant shall provide current copies of all such policies of insurance to Landlord's office of risk management.

13. **LANDLORD'S RESPONSIBILITY FOR MAINTENANCE & REPAIRS:** Landlord shall make all repairs and replacements to the Leased Premises (including building fixtures and equipment) except for repairs and replacements that Tenant must make under Section 14. Landlord's maintenance and repair obligations shall include roof, foundation, windows and exterior walls of the building; interior structural walls and all building systems, such as mechanical, electrical, HVAC, and plumbing; the parking lot; existing chain link and brick fencing; fire suppression system; elevator systems; and repair or replacement of overhead lighting system. Landlord shall provide all services

related to the landscaping and grassed areas, including trimming, mowing, planting, mulching and fertilizing as needed.

Repairs or replacements shall be made within a reasonable time (depending on the nature of the repair or replacement needed) after receiving notice from Tenant or Landlord having actual knowledge of the need for a repair or replacement.

14. TENANT'S RESPONSIBILITY FOR IMPROVEMENTS, MAINTENANCE& REPAIRS: Tenant shall be responsible for all other maintenance of the Leased Premises not specified as the responsibility of Landlord above. Tenant shall be responsible for the regular maintenance in good condition of all interior surfaces including floors, doors, ceilings, walls and windows, unless damage arises from a Landlord obligation set forth in Section 13. In addition, Tenant shall be responsible for making repairs and improvements identified in Schedule B-Conditions Report for Facility located at 1724 Roxie Avenue, Fayetteville, prepared by RI International except for those repairs that are identified as the responsibility of Landlord in Schedule A. Notwithstanding the foregoing, Tenant shall retain the right to reduce or modify the renovations listed on Schedule B to reduce costs and/or improve efficiency for the intended use of the property.

Tenant shall be responsible for the cost of providing commercially reasonable janitorial service and trash removal from the Leased Premises. Tenant shall not be responsible for ordinary wear and tear or for major damage or destruction caused by casualty or disaster for which there is insurance coverage.

Tenant shall: (i) keep the Premises and fixtures in good order; (ii) make repairs and replacements to the Leased Premises needed because of Tenant's misuse or negligence; (iii) maintain Tenant improvements, including any special equipment or decorative treatments, installed by or at Tenant's request that serve the Leased Premises; and (iv)not commit waste.

15. TRADE FIXTURES and IMPROVEMENTS: Any additions, fixtures, or improvements placed or made by the Tenant in or upon the Leased Premises, which are permanently affixed to the Leased Premises and which cannot be removed without unreasonable damage to said premises, shall become the property of the Landlord and remain upon the premises as a part thereof upon the termination of this Lease. All other additions, fixtures, or improvements, to include trade fixtures, office furniture and equipment, and similar items, which can be removed without irreparable damage to the leased premises, shall be and remain as the property of the Tenant and may be removed from the leased premises by the Tenant upon the termination of this lease. Tenant is permitted to make alterations and improvements to the Leased Premises and shall bear the expense of such improvements not otherwise the responsibility of Landlord. Tenant shall obtain Landlord's written consent before making any alterations or changes to the building or Leased Premises, such consent shall not be unreasonably withheld.

16. TAXES: Landlord acknowledges that all business personal property owned by Tenant is exempt from property taxation. Notwithstanding the foregoing, in the event any property of Tenant becomes taxable, Tenant will list and pay all business personal property taxes on its taxable personal property located within the Leased Premises.

17. NOTICE: 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 acknowledgement of receipt, or mailed by certified mail, return receipt requested, or delivered by receipt controlled express service, to the other party at their respective business addresses listed below:

Landlord:	Cumberland County
	117 Dick Street
	Fayetteville, North Carolina 28301

Attn: County Manager

Tenant: Alliance Health
5200 W. Paramount Parkway Suite 200
Morrisville, NC 27560
Attn: General Counsel

18. ADA AND OSHA REQUIREMENTS: Landlord shall make such repairs and perform such maintenance as is necessary to keep the premises in compliance with all ADA and OSHA requirements.

19. SUCCESSORS AND ASSIGNS: This Lease shall bind and inure to the benefit of the successors and assigns of the parties hereto.

20. UTILITIES: Tenant shall pay the cost of water, gas, electricity, light, heat, and electric power utilities rendered or supplied upon or in connection with the Premises. Landlord shall not be liable for any failure of any public utility to provide utility services over such connections and such failure shall not constitute a default by Landlord in performance of this Lease. The installation, maintenance and service charges for any other utilities or services such as telephone, cable television, internet, or wireless connectivity shall be the sole responsibility of Tenant.

21. RISK OF LOSS: As between the Landlord and the Tenant, any risk of loss of personal property placed by the Tenant in or upon the Leased Premises shall be upon and the responsibility of the Tenant, regardless of the cause of such loss.

22. DESTRUCTION OF PREMISES: If the Leased Premises should be completely destroyed or damaged so that more than fifty percent (50%) of the Leased Premises are rendered unusable, this Lease shall immediately terminate as of the date of such destruction or damage.

23. EVENTS OF DEFAULT/TERMINATION:

a.) The occurrence of any of the following shall constitute an Event of Default and breach of this Lease:

- (i) Tenant abandons or vacates the Premises without written notification to the Landlord.
- (ii) Tenant utilizes the Premises in a manner not consistent with this Lease.
- (iii) Failure by either Party to observe and perform any other obligation of this Lease, where such failure continues for thirty (30) days after Written Notice Of Default by the non-breaching party to the breaching party; provided, however, that if the nature of such default is such that the same cannot reasonably be cured within such thirty (30) day period a party shall not be deemed to be in default if that party shall within such period commence such cure and thereafter diligently prosecute the same to completion.

b.) Termination. In the event either party Defaults, and such default shall continue for a period of thirty (30) days after written notice of default, the non-defaulting party, at its discretion. If Landlord shall fail to perform any of the terms and conditions heretofore set forth and shall continue such default thirty (30) days after written notice of such default, Tenant, at its discretion, may terminate this Lease and vacate the Leased Premises without further obligation to pay rent as theretofore provided from date of said termination, without prejudice to any other remedies provided by law. In the event Tenant is unable or chooses not to use the Leased Premises for the intended uses, then Tenant may terminate this Lease upon ninety (90) days prior written notice to Landlord, and in such event pay rent to Landlord through the end of the month which Tenant vacates.

On or before the termination date or date of expiration, Tenant shall vacate and surrender the Premises to Landlord. All keys to the Premises shall be delivered to the Landlord at that time.

c.) Condition of Premises upon Termination/Holding Over. Upon the termination or expiration of this Lease, Tenant shall return the Premises to Landlord substantially in the same condition as received ordinary wear and tear and approved improvements excepted. If Tenant does not surrender possession of the Premises at the expiration or earlier termination of the Term, Landlord shall be entitled to recover compensation for such use and occupancy at the monthly rate equal to Fair Market Value (as hereinafter defined) for the property at the expiration or earlier termination of the Term, and Tenant shall be liable to Landlord for any loss or damage it may sustain by reason of Tenant's failure to surrender possession of the Premises immediately upon the expiration or earlier termination of the Term. For the purposes of this Lease, "Fair Market Value" shall be the monthly rent that a willing user would pay and a willing owner would accept in an arm's length, bona fide negotiation for a monthly lease of the Premises.

24. OCCUPANCY AND QUIET ENJOYMENT: Landlord promises that Tenant shall have quiet and peaceable possession and occupancy of the Leased Premises in accordance with the terms of this Lease, and that Landlord will defend and hold harmless the Tenant against any and all claims or demands of others arising from Tenant's occupancy of the premises or in any manner interfering with the Tenant's use and enjoyment of said premises

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

26. WAIVER: Failure or delay of either party to insist upon the strict performance of the covenants, agreements, or conditions of this Lease, or any of them, shall not be construed as a waiver or relinquishment of that party's right to enforce such, but the same shall continue in full force and effect.

27. APPLICABLE LAW: This Lease is entered into in North Carolina and shall be construed under the laws, statutes and ordinances of this State. All actions relating in any way to this Lease shall be brought in the General Court of Justice in the County of Cumberland and State of North Carolina.

28. COMPLIANCE WITH LAWS: Tenant represents that it is in compliance with all Federal, State, and local laws, regulations or orders, as amended or supplemented.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease Agreement to be executed in duplicate originals by their duly authorized officers, to be effective for the term as stated above.

[SIGNATURE PAGE FOLLOWS]

Landlord:
County of Cumberland

By: _____
_____, Chair
Cumberland County Board of Commissioners
117 Dick Street, Fayetteville, North Carolina

Tenant:
Alliance Health

By: _____
Rob Robinson, CEO
5200 W. Paramount Parkway Suite 200
Morrisville, North Carolina 27560

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

Alliance Health, Finance Director



CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 17, 2019

TO: BOARD OF COUNTY COMMISSIONERS

FROM: KELLIE BEAM, DEPUTY CLERK TO THE BOARD

DATE: 6/12/2019

SUBJECT: NURSING HOME ADVISORY BOARD (1 VACANCY)

BACKGROUND

On June 3, 2019, the Board of Commissioners nominated the following individual to fill one (1) vacancy on the Nursing Home Advisory Board:

NOMINEE(S)
Keith Howard (reappointment)

The current membership roster for the Nursing Home Advisory Board is attached.

RECOMMENDATION / PROPOSED ACTION

Appoint individual to fill the one (1) vacancy on the Nursing Home Advisory Board.

ATTACHMENTS:

Description	Type
Nursing Home Advisory Board Membership Roster	Backup Material

NURSING HOME ADVISORY BOARD
3 Year Term
(Initial Appointment One Year)

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
Laura Hardy 6720 Willowbrook Dr #1 Fayetteville, NC 28314 224-7255/867-6857	11/17	1st	Nov/20 11/30/20	Yes
Niokie Cunningham 1918 Rayconda Rd Apt 306 Fayetteville, NC 28304 niokiec@yahoo.com 910-263-7976	8/17	1st	Aug/20 8/31/20	Yes
Benikka Elliott 1117 Lake Stone Place Fayetteville, NC 28311 benikkamarie@gmail.com 488-3986/229-1791	9/18	Initial	Sept/19 9/30/19	Yes
Keith Howard 7809 Gallant Ridge Dr Fayetteville, NC 28314 910-494-3736	11/16	1 st full term	Mar/19 3/31/19	Yes
Brenda McArthur-Strong 3822 Briargate Lane Fayetteville, NC 28314 910-864-5087	8/17	1st	Aug/20 8/31/20	Yes
Katherine Marable 1805 McGougan Road Fayetteville, NC 28303 486-9035	9/18	Initial	Sept/19 9/30/19	Yes
Diane Wheatley 9774 Ramsey Street Linden, NC 28356 910-728-7126 (cell)	11/17	1st	Nov/20 11/30/20	Yes
Rhonnisha Rivers 7774 S. Shield Drive Fayetteville, NC 28314 Rnrivers07@gmail.com 988-7835/615-8086	9/18	Initial	Sept/19 9/30/19	Yes

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
Dorothy McNeil 821 Oakcrest Drive Fayetteville, NC 28301 822-3152/483-6505/489-8849	9/18	Initial	Sept/19 9/30/19	Yes
Florence McEachern 3933 Tasha Drive Hope Mills, NC 28348 867-2829/322-0923 Florence.mceachern@gmail.com	10/18	Initial	Oct/19 10/31/19	Yes
Angela Stewart 7016 Kings Lynn Loop Fayetteville, NC 28304 491-1222/286-7746	9/18	Initial	Sept/19 9/30/19	Yes

CONTACT: Kareem Strong, Mid-Carolina Area Agency on Aging
P. O. Box 1510
Fayetteville, NC 28302
Phone: 323-4191, ext. 25

3rd Thursday of the last month of each quarter (March, June, September and December) at 10:00 AM - at various nursing homes in the county.



CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 17, 2019

TO: BOARD OF COUNTY COMMISSIONERS

FROM: KELLIE BEAM, DEPUTY CLERK TO THE BOARD

DATE: 6/12/2019

SUBJECT: ALLIANCE HEALTH BOARD OF DIRECTORS (1 VACANCY)

BACKGROUND

At their June 3, 2019 meeting, the Board of Commissioners nominated the following individual to fill one (1) vacancy on the Alliance Health Board of Directors:

NOMINEE(S)

Duane Holder (reappointment)

I have attached the current membership list for this Board.

RECOMMENDATION / PROPOSED ACTION

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

ATTACHMENTS:

Description

Alliance Health Membership Roster

Type

Backup Material

ALLIANCE HEALTH
BOARD OF DIRECTORS

3 Year Term

Name/Address	<u>Date</u> Appointed	Term	Expires	<u>Eligible For</u> Reappointment
Duane Holder 1111 Boone Hall Way #108 Fayetteville, NC 28303 (252) 714-3832 dholder@co.cumberland.nc.us	2/18	1st	May/19 5/31/19	Yes
(serving unexpired term; eligible for two additional three-year terms)				
Christopher Bostock 424 Kingsford Road Fayetteville, NC 28314 486-0415 (W) / 273-4936 (C) Chris_bostock@ml.com	9/16	2nd	Sept/19 9/30/19	No
Lodies Gloston 2000 Greendale Drive Fayetteville, NC 28304 867-5724 (H) lodiesgloston@nc.rr.com	9/16	2nd	Sept/19 9/30/19	No
Glenn Adams 407 Hilliard Drive Fayetteville, NC 28311 223-1400 (W) / 822-4578 (H) gadams@co.cumberland.nc.us	2/18	1st	Sept/19 9/30/19	Yes
(serving unexpired term; eligible for one additional three-year term)				

Alliance Health is governed by a Board of Directors that is responsible for comprehensive planning, budgeting, implementing and monitoring of community-based mental health, developmental disability and substance abuse services to meet the needs of individuals in the Alliance region.

The Alliance Board consists of community stakeholders from Durham, Wake and Cumberland counties that are appointed by their respective County Commissioners, as well as representation from Johnston County. Service providers do not serve as members of the Board.

1/29/19 – received email from Veronica Ingram that Alliance Behavioral Healthcare name is being changed to Alliance Health.

Board meets on the first Thursday of the month at 4:00 p.m. at 5200 W. Paramount Parkway, Ste 200, Morrisville, NC 27560. (July and January meeting only as needed).
Veronica Ingram, 919-651-8466 vingram@alliancebhc.org



CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 17, 2019

TO: BOARD OF COUNTY COMMISSIONERS

FROM: KELLIE BEAM, DEPUTY CLERK TO THE BOARD

DATE: 6/12/2019

SUBJECT: BOARD OF ADJUSTMENT (5 VACANCIES)

BACKGROUND

At their June 3, 2019 meeting, the Board of Commissioners nominated the following individuals to five (5) vacancies on the Board of Adjustment:

NOMINEE(S)

Regular Member:

Winton McHenry (reappointment)

Alternate Members:

Robert E. Davis (reappointment)

Stacy M. Long (reappointment)

Marva Lucas-Moore (reappointment)

Nathan Galbreath (reappointment)

I have attached the current membership list for this Board.

RECOMMENDATION / PROPOSED ACTION

Appoint individuals to fill the five (5) vacancies above.

ATTACHMENTS:

Description

Board of Adjustment Membership Roster

Type

Backup Material

BOARD OF ADJUSTMENT
3 Year Term

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
Alfonso Ferguson Sr. (B/M) 3329 Eastgate Street Eastover, NC 28312 401-2313/483-1888	8/18	2nd	Aug/21 8/31/21	No
Winton McHenry (W/M) 3648 Lakeshore Drive Hope Mills, NC 28348 429-1101/308-3987	6/16	1st	June/19 6/30/19	Yes
George Lott (W/M) 126 Rowland Circle Fayetteville, NC 28301 494-2178/488-8659	8/16	2nd	Aug/19 8/31/19	No
George Turner (W/M) 1012 Cain Road Fayetteville, NC 28303 484-4069/867-2116	9/18	2nd	Sept/21 9/30/21	No
Gregory Parks (W/M) 307 Devane Street Fayetteville, NC 28305 484-9666/483-8194	8/18	1st	Aug/21 8/31/21	Yes
<u>Alternate Members:</u>				
Robert E. Davis (B/M) 901 Kaywood Drive Fayetteville, NC 28311 910-488-1194	8/16	1st	Aug/19 8/31/19	Yes
Stacy M. Long (W/M) 1909 Partridge Drive Fayetteville, NC 28304 919-896-8970/919-633-8244	8/16	1st	Aug/19 8/31/19	Yes
Marva Lucas-Moore (B/F) 3014 Hampton Ridge Road Fayetteville, NC 28311 551-1904/227-9605 marva@lucasmoorerealtyinc.com	9/18	1 st	June/19 6/30/19	Yes
(serving unexpired term; eligible for two additional terms)				

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
<u>Alternate Members Continued:</u>				
Quinsentina James (-/F) 2441 Canford Lane Fayetteville, NC 28304 910-364-4558 mqmlewis@aol.com	9/18	1st	Sept/21 9/30/21	Yes
Nathan Galbreath (W/M) 230 Nandina Court Fayetteville, NC 28311 815-990-8393/570-9250	5/16	1st	May/19 5/31/19	Yes

Meets 3rd Thursday of each month at 7:00 PM – Historic Cumberland County Courthouse, 130 Gillespie Street, Second Floor Hearing Room

Contact: Hope Ward, Planning & Inspections Department, 678-7602



CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 17, 2019

TO: BOARD OF COUNTY COMMISSIONERS

FROM: KELLIE BEAM, DEPUTY CLERK TO THE BOARD

DATE: 6/12/2019

SUBJECT: FAYETTEVILLE TECHNICAL COMMUNITY COLLEGE BOARD OF TRUSTEES (1 VACANCY)

BACKGROUND

At their meeting on June 3, 2019, the Board of Commissioners nominated the following individual to fill one (1) vacancy on the Fayetteville Technical Community College Board of Trustees:

NOMINEE(S)

Dr. Linwood Powell (reappointment)

I have attached the current membership list for this board.

RECOMMENDATION / PROPOSED ACTION

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

ATTACHMENTS:

Description

FTCC Board of Trustees Membership Roster

Type

Backup Material

FAYETTEVILLE TECHNICAL COMMUNITY COLLEGE
BOARD OF TRUSTEES
(County Appointees)
4 Year Terms

Name/Address	Date Appointed	Term	Expires	Eligible For Reappointment
David Williford (W/M) 2539 Mirror Lake Dr Fayetteville, NC 28303 323-1200/987-0548/483-2500 Dwillif363@aol.com	8/18	1st	Aug/22 8/31/22	Yes
Dr. Linwood Powell (W/M) 6032 Iverleigh Circle Fayetteville, NC 28311 488-1616/273-7178	6/15	1st	June/19 6/30/19	Yes
Charles Harrell (W/M) 2016 Winterlochen Road Fayetteville, NC 28305 910-624-8842	6/16	1st	June/20 6/30/20	Yes
Suzanna Tucker 1834 Stetson Lane Fayetteville, NC 28304 910-867-0306 Suzannah.tucker@gmail.com	6/17	1st	June/21 6/30/21	Yes

§ 155D-12(b1) – No person who has been employed full time by the community college within the prior five (5) years and no spouse or child of a person currently employed full time by the community college shall serve on the board of trustees of that college. (See file.)

Contact person: Kay Williams
PO Box 35236
Fayetteville, NC 28303
Phone: 678-8222
Fax: 678-8269

Meetings: Board has been meeting the 3rd Monday of each month at 12:45 pm – Tony Rand Student Center Board Room. No meetings in July or December. (Bylaws require one meeting per month.) Written notification is sent for all regularly-called meetings.

* Terms extended by the General Assembly.



CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 17, 2019

TO: BOARD OF COUNTY COMMISSIONERS

FROM: KELLIE BEAM, DEPUTY CLERK TO THE BOARD

DATE: 6/12/2019

**SUBJECT: FAYETTEVILLE AREA CONVENTION AND VISITORS BUREAU (FACVB)
BOARD OF DIRECTORS (1 VACANCY)**

BACKGROUND

On June 3, 2019, the Board of Commissioners nominated the following individual to fill one (1) vacancy on the Fayetteville Area Convention and Visitors Bureau Board of Directors:

NOMINEE(S)

Hotel/Motel Under 100 Rooms Representative:

Sharon Lee (reappointment)

I have attached the current membership list for this Board.

RECOMMENDATION / PROPOSED ACTION

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

ATTACHMENTS:

Description

FACVB Membership Roster

Type

Backup Material

FAYETTEVILLE AREA CONVENTION AND VISITORS BUREAU
BOARD OF DIRECTORS
3 Year Terms

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
<u>Hotel/Motels under 100 rooms Representatives:</u>				
Sharon Lee Ambassador Inn 2035 Eastern Blvd Fayetteville, NC 28306 910-485-8135	3/16	1st	Mar/19 3/31/19	Yes
Suresh Patel Crown Inn 2502 Gillespie Street Fayetteville, NC 28306 910-487-6107 SURES14@YAHOO.COM	11/17	1st	Nov/20 11/30/20	Yes
<u>Hotel/Motel over 100 rooms Representatives:</u>				
Laura Leal Hampton Inn Cross Creek 6626 NC Hwy 210 S Stedman, NC 28391 910-286-3464	9/18	2nd	Sept/21 9/30/21	No
Adam Collier Fairfield Inn & Suites 4249 Ramsey Street Fayetteville, NC 28311 910-223-7867	5/17	1st	May/20 5/31/20	Yes
<u>At Large</u>				
Becki D. Kirby 2020 Calista Circle Fayetteville, NC 28304 910-261-4168	9/18	2nd	Sept/21 9/30/21	No
<u>Representative, Hotel/Motel with meeting space in excess of 6,000 square feet</u>				
<u>FACVB Appointee:</u>				
Sanda Budic Doubletree Hotel 1965 Cedar Creek Road Fayetteville, NC 28312 323-8282	7/15			

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
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Hotel/Motel Representative

FACVB Appointee:

Subodh Thakur	7/15			
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Regency Inn

521 Ramsey Street

Fayetteville, NC 28301-4911

483-2621(W)

ASOM Representative:

Jim Soffe

1414 Lakeview Drive

Fayetteville, NC 28305

910-391-3602

Ex-officio Members:

Cumberland County Manager or his/her designee position

Amy Cannon, County Manager

General Manager of the Crown Complex or his/her designee position

James Grafstrom, CEO/Coliseum Complex Manager

Manager of the City of Fayetteville or his/her designee position

Doug Hewett City Manager

Contact: John Meroski (or Kelly Brill), Fayetteville Area Convention & Visitors' Bureau – 483-5311

Meetings: Quarterly on the Fourth Wednesday (starting in January) at 12:00 pm – Fayetteville Area Convention and Visitors Bureau, Board Room, 245 Person Street



ENGINEERING AND INFRASTRUCTURE DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 17, 2019

TO: BOARD OF COUNTY COMMISSIONERS

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

DATE: 6/11/2019

**SUBJECT: REQUEST TO TRANSFER FUNDS TO NORCRESS WATER & SEWER
DISTRICT DUE TO INCREASE IN UTILITY BILLS AND ASSOCIATED
BUDGET ORDINANCE AMENDMENT #191181**

BACKGROUND

Sewer treatment utility bills for the NORCRESS Water and Sewer District have increased over the last several months, requiring a transfer of funding from available water and sewer funds. It is projected that NORCRESS will need \$50,000 to get through the end of the fiscal year. FEMA and the State will reimburse the County \$8,709 for a portion of the PWC utility bill because of Hurricane Florence and the remaining portion will come from available water and sewer funds. The Board of Commissioners approved a rate increase for the NORCRESS system with the effective date of July 1, 2018. This increase was based on a small rate increase by PWC for treatment cost as well as increased operational costs of the system. A summary of rates for the NORCRESS System have been attached.

Staff has been working with Public Works Commission (PWC) to determine the cause of the increased operating and maintenance costs for the system, and several issues have been identified.

- Invoices from PWC following Hurricane Florence were significantly higher based on the excessive rainfall received from the storm event. Treatment costs remained high for months following the hurricane prompting staff to seek details from PWC regarding the increased costs. A comparison of the previous fiscal years has been attached for your review. PWC reported increased volume system-wide due to excessive rainfall for months following Hurricane Florence. Within in the last couple of months, E&I Staff learned that the magnetic meter used to measure flow, flooded out during Hurricane Florence and has been inoperable since. PWC has indicated that a new meter will be installed within the next 30 days. Since the meter has been inoperable, PWC has been relying on Supervisory Control and Data Acquisition (SCADA) data to determine the flow for billing purposes. Once the meter has been installed, PWC and the County will monitor the difference between flows measured on the meter against

the flow estimated by SCADA for a couple of months. If there are significant differences between the two, PWC has agreed to revisit the previous invoices to determine if adjustments are warranted.

- Cost of chemical additives to the system for odor control continue to rise yearly. PWC Staff and E&I Staff are working with the hog slaughtering plant located in Falcon to determine additional steps that need to be taken to lower the odor impacts caused by the concentration of waste that is entering the system from their site.
- Last fiscal year, required video inspections were completed by an outside contractor of all the gravity lines within the NORCRESS system. The purpose of this project was to identify any areas in which stormwater inflow or infiltration could possibly be entering the system.

E&I Staff will work with the Finance Department to determine steps that need to be taken to address current and future O&M costs in order to assure the financial sustainability of the NORCRESS Water and Sewer District moving forward.

RECOMMENDATION / PROPOSED ACTION

At the June 13, 2019 Agenda Session Meeting, the Board of Commissioners approved placing the proposed action as a Consent Item on both the June 17, 2019 Board of Commissioners' Meeting and the June 17, 2019 NORCRESS Governing Board Meeting:

- Approve Budget Ordinance Amendment #191181 in the amount of \$50,000 which will transfer funds to the NORCRESS Water and Sewer District from available water and sewer funds and FEMA/State reimbursable funds.

ATTACHMENTS:

Description	Type
Summary of Rates	Backup Material
FY Utility Bills	Backup Material

NORCRESS Rates from Start-up to Now

	10/1/2005	7/1/2007	7/1/2010	3/1/2013	7/1/2018
Sewer Usage Residential	\$4.03 per thousand gallons	\$4.50 per thousand gallons	\$5.50 per thousand gallons	\$6.50 per thousand gallons	\$7.50 per thousand gallons
Debt Charge Residential	\$10.65 per customer	\$10.65 per customer	\$9.65 per customer	\$9.65 per customer	\$9.65 per customer
Admin Fee	\$1.58 per customer	\$1.58 per customer	\$1.58 per customer	\$1.58 per customer	\$2.00 per customer
Lift Station Maintenance Fee Residential	0	0	\$1.00 per customer	\$2.00 per customer	\$3.00 per customer
Sewer Usage Commercial	\$4.03 per thousand gallons	\$4.50 per thousand gallons	\$5.50 per thousand gallons	\$7.00 per thousand gallons	\$8.00 per thousand gallons
Debt Charge Commercial	\$1.00 per thousand gallons	\$1.00 per thousand gallons	\$1.00 per thousand gallons	\$1.00 per thousand gallons	\$2.00 per thousand gallons
Lift Station Maintenance Fee Commerical	0	0	\$5.50 per thousand gallons	\$1.00 per thousand gallons	\$2.00 per thousand gallons
Flat Monthly Sewer Usage	\$26.42	\$26.42	\$26.42	\$31.42	\$33.42

NORCRESS

Bill Month	17 AMOUNT	18 AMOUNT	19 AMOUNT		DIFFERENCE 19/18		DIFFERENCE 18/17		DIFFERENCE 19/17
August	\$18,317.79	\$16,795.94	\$14,621.33		(\$2,174.61)		(\$1,521.85)		(\$3,696.46)
September	\$23,768.63	\$13,091.14	\$18,097.13		\$5,005.99		(\$10,677.49)		(\$5,671.50)
October	\$15,689.22	\$10,457.83	\$25,375.97		\$14,918.14		(\$5,231.39)		\$9,686.75
November	\$28,158.62	\$9,879.62	\$15,681.15		\$5,801.53		(\$18,279.00)		(\$12,477.47)
December	\$15,887.27	\$9,197.55	\$20,348.07		\$11,150.52		(\$6,689.72)		\$4,460.80
January	\$12,717.34	\$18,547.41	\$27,589.43		\$9,042.02		\$5,830.07		\$14,872.09
February	\$18,101.13	\$14,884.11	\$28,167.03		\$13,282.92		(\$3,217.02)		\$10,065.90
March	\$15,562.99	\$17,571.72	\$22,194.84		\$4,623.12		\$2,008.73		\$6,631.85
April	\$9,923.14	\$21,223.61	\$20,675.28		(\$548.33)		\$11,300.47		\$10,752.14
	\$158,126.13	\$131,648.93	\$192,750.23		\$61,101.30		(\$26,477.20)		\$34,624.10