

---

**AGENDA**  
**CUMBERLAND COUNTY BOARD OF COMMISSIONERS**  
**REGULAR AGENDA SESSION**  
**JUDGE E. MAURICE BRASWELL**  
**CUMBERLAND COUNTY COURTHOUSE - ROOM 564**  
**MAY 9, 2019**  
**1:00 PM**

---

1. APPROVAL OF AGENDA
2. APPROVAL OF MINUTES
  - A. Approval of April 11, 2019 Agenda Session Special Meeting Minutes
3. PRESENTATIONS
  - A. Greater Cumberland County Sector Partnership Community Wellness Campaign
  - B. Hurricane Preparedness
4. CONSIDERATION OF AGENDA ITEMS
  - A. Construction of New Landfill Scalehouse and Convenience Site Improvements and Budget Ordinance Amendment B190017
  - B. Shaw Heights Area Land Use Plan Review
  - C. Contract with County Tax Services, Inc. (CTSI) for Tax Auditing Services
  - D. Fiscal Year 2019 Audit Contract with Cherry Bekaert LLP
  - E. Rescind Bid Award for Aerial Mosquito Control Contract
  - F. Cumberland County Bragg Estates Sanitary Sewer Easement
  - G. Cumberland County Landscape Division Parking Lot Slope Stabilization Contract
  - H. Crown Coliseum American with Disabilities Act (ADA) Seating Project Contract
  - I. Professional Services Agreement With Fleming & Associates, PA for Cumberland County Detention Center Roof Project
  - J. Internal Policy Setting Minimum Retention Periods for Records with the Disposition Instruction "Destroy When Administrative/Reference Value Ends"
  - K. Records Retention and Disposition Schedule/2019 General Records Schedule for Local Government Agencies
  - L. Memorandum of Understanding between the United States Department of Agriculture Natural Resources Conservation Service and North Carolina Department of Agriculture and Consumer Services - Division of Soil & Water Conservation and Cumberland Soil & Water Conservation District
  - M. Resolution Amending the Special Fire Tax District

N. Approval To Accept A NCDOT Contingent Offer to Purchase Real Property Located At Lloyd Auman Elementary School To Acquire A Drainage Easement and To Apply The Proceeds To The Principal Owing On Outstanding Debt

5. OTHER ITEMS

A. Update on Legislative Actions Affecting Cumberland County

6. MONTHLY REPORTS

A. Financial Report

B. Project Updates

C. Health Insurance Update

D. Community Development Block Grant - Disaster Recovery (CDBG-DR) Update

7. CLOSED SESSION:

**ADJOURN**

**AGENDA SESSION MEETINGS:**

**June 13, 2019 (Thursday) 1:00 P.M.**

**July- NO MEETING**





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

**MEMORANDUM FOR THE AGENDA OF THE MAY 9, 2019  
AGENDA SESSION**

**TO: BOARD OF COUNTY COMMISSIONERS**

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

**DATE: 4/29/2019**

**SUBJECT: GREATER CUMBERLAND COUNTY SECTOR PARTNERSHIP  
COMMUNITY WELLNESS CAMPAIGN**

**Requested by: AMY CANNON, COUNTY MANAGER**

**Presenter(s): DR. Y. SAMMY CHOI, CHIEF, DEPARTMENT OF RESEARCH,  
WOMACK ARMY MEDICAL CENTER**

**BACKGROUND**

Dr. Sammy Choi and Mike Nagowski, Chief Executive Officer for Cape Fear Valley Health, are part of the Greater Cumberland County Sector Partnership, a collaborative organization led by local health industry leaders and community partners. Dr. Choi will present information about the sector partnership and a community wellness campaign.

**RECOMMENDATION / PROPOSED ACTION**

Consider signing the Cumberland County Wellness Compact and supporting the Wellness Campaign.

**ATTACHMENTS:**

Description	Type
Letter to BOC from Dr. Choi, Mike Nagowski	Backup Material
Wellness campaign compact	Backup Material

★ CUMBERLAND COUNTY ★  
WORKFORCE DEVELOPMENT BOARD

410 Ray Avenue • Fayetteville, North Carolina 28301  
P.O. Box 1829 • Fayetteville, North Carolina 28302-1829  
(910) 323-3421 • Fax (910) 323-5755

---

Dear County Commissioners,

On behalf of the Greater Cumberland County Sector Partnership, we request your support in combatting a serious health issue facing our community. [Obesity](#) is linked to a wide range of conditions including heart disease, stroke, type 2 diabetes, and certain types of cancer that are some of the leading causes of preventable, premature death. It is a major driver in increasing medical costs and remains a significant issue in our community and across the state.

Our partnership, a collaborative organization led by local health industry leaders and community partners, is promoting a community-wide Wellness Campaign focusing on physical activity, nutrition, and rest. The team has already made significant strides by securing multi-year funding to implement [MATCH](#) (Motivating Adolescents with Technology to Choose Health) in the Cumberland County School system. In August 2019, over 3,800 seventh grade students in all 17 middle schools will participate and learn how to make healthy choices now and into the future.

Building on this win, the sector partnership is now focusing on expanding its impact to include the broader community. The Greater Cumberland County Sector Partnership Team is requesting that the Board of Commissioners, as leaders in Cumberland County, become a part of this Wellness Campaign and help raise awareness. This includes:

- Signing the attached Cumberland County Wellness Compact as a statement of the County Commissioners' commitment to promoting wellness, and/or
- Supporting or expanding resident wellness programs within the county, and/or
- Contributing to the Wellness Campaign by encouraging volunteer-led activities and initiatives.

Your support would significantly aid in promoting our awareness campaign by drawing the necessary attention to this significant health issue.

Please feel free to contact either one of us for additional details. Thank you.



Mike Nagowski, CEO  
Cape Fear Valley Health  
[mnagowski@capefearvalley.com](mailto:mnagowski@capefearvalley.com)



Y. Sammy Choi, MD  
Womack Army Medical Center  
910-907-6522  
[young.s.choi.civ@mail.mil](mailto:young.s.choi.civ@mail.mil)

## Cumberland County Wellness Campaign 2019

The Cumberland County Next Generation Sector Partnership is promoting a community-wide Wellness Campaign focusing on physical activity, nutrition, and rest. The team has already made significant strides by securing funding to implement MATCH (Motivating Adolescents with Technology to Choose Health) in all 17 middle schools in the Cumberland County Schools beginning in August 2019. Building on this win, the team is now focusing on expanding its impact to include adults and the broader community.

The Next Gen Sector Partnership Team is requesting you to pledge to be a part of this Wellness Campaign. This includes:

- Signing the Cumberland County Wellness Compact as a statement of your commitment to promoting wellness
- Supporting or expanding employee wellness programs within your business/organization
- Contributing to the Wellness Campaign through volunteer-led task teams

We as leaders in Cumberland County provide our full support for this Wellness Campaign.

Jeannette Council, EdD; Chair  
Cumberland County Commissioners

Mitch Colvin, Mayor  
City of Fayetteville

Willie Burnette, Mayor  
Town of Godwin

Jackie Warner, Mayor  
Town of Hope Mills

Charles McLaurin, Mayor  
Town of Eastover

Clifton L. Turpin, Jr., Mayor  
Town of Falcon

Marie D. Butler, Mayor  
Town of Linden

Larry Dobbins, Mayor  
Town of Spring Lake

Martin Jones Jr., Mayor  
Town of Stedman

Joe Dixon, Mayor  
Town of Wade

Marvin Connelly, Jr, EdD; Superintendent  
Cumberland County Schools

COL Sheryl Bedno, MD, DrPH; Director  
Fort Bragg Public Health

Duane Holder, Director  
Cumberland County Health Department

James Anderson, PhD; Chancellor  
Fayetteville State University

Larry Keen, EdD; President  
Fayetteville Technical Community College

Stanley Wearden, PhD; President  
Methodist University

Gregory Antoine, MD; Chief of Staff  
Fayetteville, Veterans Administration

COL John Melton, Commander  
Womack Army Medical Center

Mike Nagowski, CEO, Next Gen Co-Chair  
Cape Fear Valley Health System

Y. Sammy Choi, MD; Next Gen Co-Chair  
Womack Army Medical Center

Nedra Clayborne-Rodriguez, Executive  
Director, Cumberland County Workforce  
Development Board

Scott Panagrosso,  
Greater Cumberland County Sector  
Partnership, Coordinator



**ASSISTANT COUNTY MANAGER - ENVIRONMENTAL/ COMMUNITY SAFETY**

**MEMORANDUM FOR THE AGENDA OF THE MAY 9, 2019**  
**AGENDA SESSION**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: TRACY JACKSON, ASST. COUNTY MANAGER FOR ENVIRONMENTAL AND COMMUNITY SAFETY**

**DATE: 5/2/2019**

**SUBJECT: HURRICANE PREPAREDNESS**

**Requested by: AMY H. CANNON, COUNTY MANAGER**

**Presenter(s): TRACY JACKSON, ASST. COUNTY MANAGER FOR ENVIRONMENTAL AND COMMUNITY SAFETY**

**BACKGROUND**

The 2019 Atlantic Hurricane Season will start June 1st. As we know from our recent experience with Hurricane Matthew and Hurricane Florence, Cumberland County and its municipalities are not immune from the severe impacts caused by these large natural events. Wind damage, inland flooding, and widespread, lengthy power outages are a few of the severe consequences that have been encountered.

County staff will provide a presentation describing what has been learned and how our community can better prepare for natural disasters such as hurricanes.

**RECOMMENDATION / PROPOSED ACTION**

This item is for information only. No action is being requested.



## **SOLID WASTE MANAGEMENT**

### **MEMORANDUM FOR THE AGENDA OF THE MAY 9, 2019 AGENDA SESSION**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: AMANDA L. BADER, P.E. SOLID WASTE DIRECTOR**

**DATE: 5/2/2019**

**SUBJECT: CONSTRUCTION OF NEW LANDFILL SCALEHOUSE AND  
CONVENIENCE SITE IMPROVEMENTS AND BUDGET ORDINANCE  
AMENDMENT B190017**

**Requested by: AMY H. CANNON, COUNTY MANAGER**

**Presenter(s):**

### **BACKGROUND**

The existing scale house at the Ann Street Landfill is deficient in multiple areas. In addition, Solid Waste is seeking to improve customer service at the Ann Street site. To address both areas of concern, an improvement project for both the scale house and convenience site will be presented to the Board of Commissioners at the May 9, 2019 Agenda Session meeting.

A presentation with project details will be provided by Amanda Bader, PE, Solid Waste Director and Steve Lamb, PE, SCS Engineers.

### **RECOMMENDATION / PROPOSED ACTION**

County Management recommends the proposed action be placed on the May 20, 2019 Board of Commissioners agenda as a consent item:

Approve the scale house and convenience site project and the associated budget ordinance amendment #190017.



## **PLANNING AND INSPECTIONS DEPARTMENT**

### **MEMORANDUM FOR THE AGENDA OF THE MAY 9, 2019 AGENDA SESSION**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: JOEL STRICKLAND, ACTING DIRECTOR, PLANNING & INSPECTIONS**

**DATE: 4/30/2019**

**SUBJECT: SHAW HEIGHTS AREA LAND USE PLAN REVIEW**

**Requested by: AMY H. CANNON, COUNTY MANAGER**

**Presenter(s): JOEL STRICKLAND, ACTING DIRECTOR PLANNING & INSPECTIONS**

#### **BACKGROUND**

Cumberland County Planning & Inspections sent out a request for proposals for an update of the Shaw Heights Land Use Plan. The Comprehensive Planning Section completed the plan that was adopted in 2008. A consultant is desired to perform the update to the plan in order to avoid the appearance of bias or preference regarding new analysis and recommendations for the plan area. Two bids were received, one from Stewart and one from Benchmark Planning. The criteria used to review and select the consultant were cost, ability to complete the plan in a timely manner, and experience completing projects of a similar scope. After review and scoring by Planning & Inspections staff, and review by County Management, Stewart is being recommended as the consultant for this important study. This recommended selection is based upon the proposer's knowledge, expertise, and ability to complete the task. Stewart also happened to offer a lower cost for the project.

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

County Management and Planning Department staff are seeking a consensus to proceed with the Shaw Heights Land Use Plan update using the recommended consultant firm.

**ATTACHMENTS:**

**Description**

Shaw Heights Update

Shaw Heights Proposal Benchmark

Shaw Heights Land Use Plan Update

**Type**

Backup Material

Backup Material

Backup Material



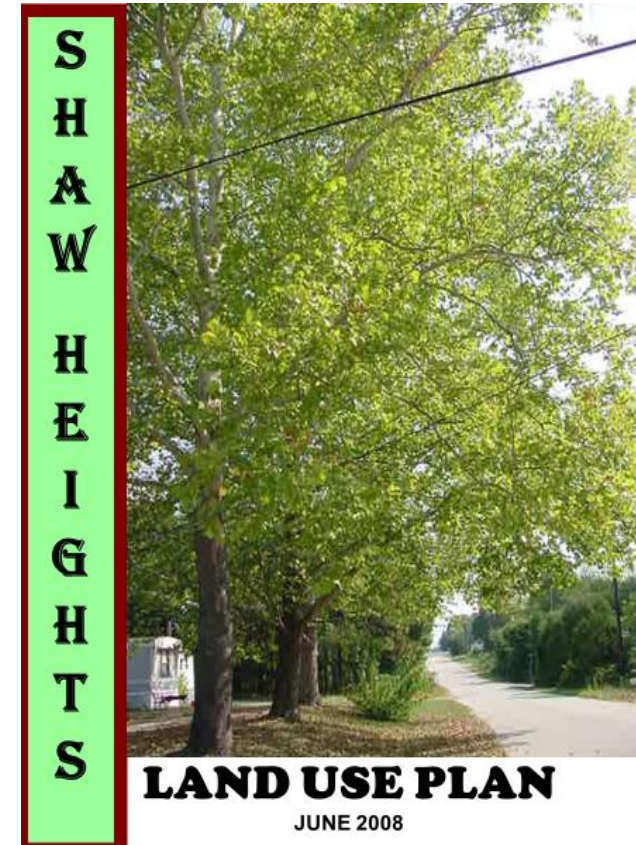
# Shaw Heights Land Use Plan Update

RFP OVERVIEW &  
SUBMISSIONS

# PURPOSE AND BACKGROUND

---

- Update Shaw Heights Land Use Plan adopted in June 2008
- Will guide decisions affecting physical development and redevelopment of plan area
- Study Area located at the intersection of Murchison Road (N.C. Highway 87 & 210) and Shaw Road
- Surrounded by the City of Fayetteville and Fort Bragg and within Cumberland County's jurisdiction for zoning and code enforcement



# OBJECTIVES

---

1. An unbiased and thorough evaluation of and update to the existing Shaw Heights Land Use Plan dated June 2008
2. Effective stakeholder and public participation process within the time constraints established
3. Development of feasible, fiscally responsible and prioritized recommendations and implementation strategies
4. The development of a final plan update shall focus on, but not be limited to the following sections of the existing plan:
  - a. Analysis
  - b. Recommendations / Plan Strategic Objectives
  - c. Future Land Use Map
  - d. Implementation process and timeline

# RECOMMENDED PROPOSAL

---

- Two competitive bids submitted
- County Management and Planning & Inspections Staff recommend **STEWART** out of Raleigh, NC
  - Local Experience
    - Currently working on the future land use map for the City of Fayetteville
    - Previously worked on Fayetteville Downtown Master Plan
    - Completed several projects in surrounding counties and towns
  - Cost
    - STEWART bid \$34,300
    - \$14,680 less than other bid
  - Certified Underutilized Business (HUB)

# Questions?

Statement of Proposal

March 29, 2019

# **Shaw Heights Land Use Plan Update Cumberland County, North Carolina**

---

## **BENCHMARK**

### **Contact Information**

Benchmark Planning  
10735 David Taylor Dr, Ste 180  
Charlotte, NC 28262

Jason Epley, AICP, President

jepley@benchmarkplanning.com  
800.650.3925 ext 106 (Office)  
704.305.4381 (Mobile)





**BENCHMARK**  
10735 David Taylor Drive  
Suite 180  
Charlotte, NC 28262  
800.650.3925  
benchmarkplanning.com

March 29, 2019

Cumberland County Planning & Inspections Department  
Attn: Joel Strickland, Acting Director  
130 Gillespie Street  
Fayetteville, NC 28301

RE: Shaw Heights Land Use Plan Update

Dear Selection Committee:

On behalf of Benchmark, I would like to thank you for the opportunity to submit our firm's proposal for your consideration as you begin the process of selecting a consultant to assist the County with updating the Shaw Heights Land Use Plan.

As our qualifications demonstrate, the core team members assigned to this project possess a diverse array of professional planning experience working on similar projects in communities across the country. Locally, our team has recent experience working within Cumberland County, Fayetteville and other communities in the region to prepare the Fort Bragg Joint Land Use Study. We also recently completed a major review of all of the City of Fayetteville's planning efforts since the mid-1980s, and worked with Cumberland County and Hope Mills to review policies and procedures related to joint planning efforts. These recent projects in the community provide our team with a well grounded understanding of the area, and our connections and understanding of the community will allow us to complete this project more effectively.

We look forward to the opportunity to discuss our proposal and draft scope of work with you in the near future. If you have any questions or need additional information that is not covered in our statement of qualifications, please contact me by telephone at 704.305.4381 or by email at [jepley@benchmarkplanning.com](mailto:jepley@benchmarkplanning.com).

Respectfully,



Jason M. Epley, AICP  
President





# TAB A: PROJECT ORGANIZATION

Since our founding in 1982, Benchmark Planning's dynamic leadership in the field of urban planning and design has helped our client communities achieve their aspirations through an approach that is best described as the **Art + Science of Planning** - a philosophy which blends our creative talent with the practical application of our technical expertise.

Headquartered in Charlotte, the Benchmark team has a national planning practice that is focused on comprehensive planning, urban design, land use regulations, downtown development and military community planning. Our talented team of planners has a breadth of experience that provides our clients with the innovative ideas and solutions that are necessary to solve complex problems and develop plans that are grounded in reality and focused on implementation.

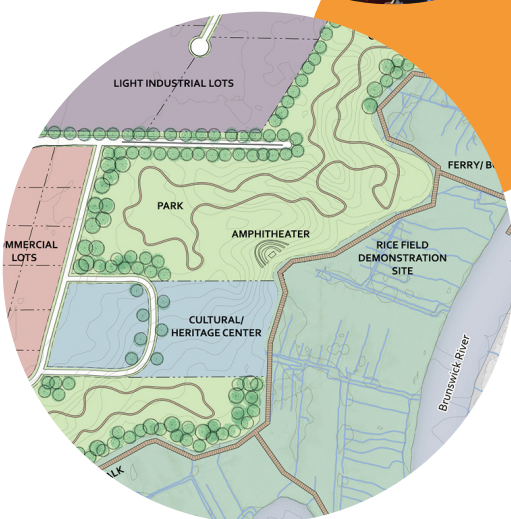
## Comprehensive Planning

Preparing comprehensive plans for municipal and county governments is a core component of Benchmark's practice. For over 35 years, Benchmark's team has worked closely with local governments to prepare plans that address our client communities' unique growth and development challenges. Our client base spans a wide range of community types, ranging from small rural communities with several thousand residents to growing suburbs, to larger urban cities and regional organizations spanning multiple counties with hundreds of thousands of residents.

Our team has prepared plans that range from standard city or county comprehensive land use plans, to small area plans for revitalizing urban neighborhoods, to planning at the regional scale to address land use compatibility conflicts around military installations. All of our planning efforts are focused on achieving our clients' goals through the development of sound strategic land use guidance that is based on our significant experience and understanding of best practices in the field.

## Growth Management

Benchmark's team can help your community develop practical plans and strategies to both manage and direct growth to maximize the benefits of your infrastructure investments. We achieve this through complex development capacity and cost/benefit analyses that allow a community to measure both



4.4.6.2 Non-Residential Building Yard Standards

TABLE 4.15: NON-RESIDENTIAL BUILDING YARD STANDARDS

Criteria	BASE STANDARD			PERFORMANCE STANDARD		
	Total Building Area			Total Building Area		
	Less than 20,000 square feet	20,000 to 60,000 square feet	Greater than 60,000 square feet	Less than 20,000 square feet	20,000 to 60,000 square feet	Greater than 60,000 square feet
Width	3 feet	5 feet	8 feet	5 feet	8 feet	10 feet
Small Trees	N/A	N/A	1 per 50 linear feet of building yard	N/A	1 per 50 linear feet of building yard	2 per 50 linear feet of building yard
Shrubs	2 per 10 linear feet of building yard	3 per 10 linear feet of building yard	4 per 10 linear feet of building yard	3 per 10 linear feet of building yard	5 per 10 linear feet of building yard	7 per 10 linear feet of building yard
Mulch	Pine needles, mulch, or landscaping rock	Pine needles, mulch, or landscaping rock	Pine needles, mulch, or landscaping rock	Pine needles, mulch, or landscaping rock	Pine needles, mulch, or landscaping rock	Pine needles, mulch, or landscaping rock
Boulders	Optional	Optional	Optional	Optional	Optional	Optional

Landscape boulders used to meet the requirements of this section shall be a minimum of 3 feet in diameter. Each boulder allows the reduction in required shrubs at a rate of 3 shrubs per boulder. A maximum of 50 percent of required shrubs shall be retained.

FIGURE 4.20: NON-RESIDENTIAL BUILDING YARD EXAMPLE

4-33

their capacity for growth and its potential impacts. We use the results of these analyses to prepare strategies and policy recommendations that help your community realize the preferred growth scenario and maximize the benefits that it realizes from new growth.

## Development Regulations

Benchmark's team of planning professionals has a wealth of experience both writing and administering a wide variety of development ordinances, including both standalone zoning and subdivision regulations, unified development ordinances, and specialized ordinances dealing with design regulation and similar matters. Our team members have significant experience serving in senior staff and director level positions with local government planning departments, and our firm will, from time-to-time, provide professional staff to serve as a contracted planning director for local governments during periods of staff transition. This past and ongoing involvement with the direct application of land use and development regulations ensures that our team is well grounded in the practical implications and best practices related to the ordinances that we prepare.

## Public Outreach and Engagement

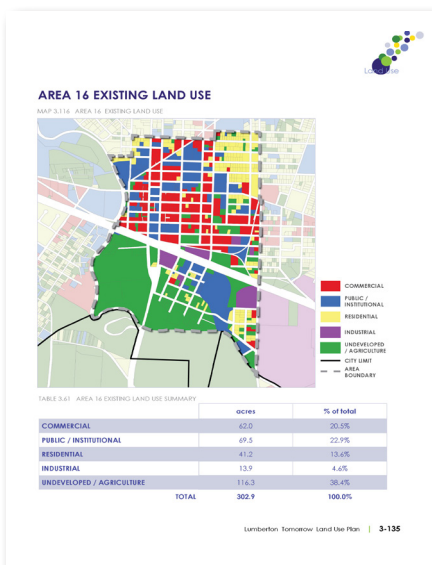
Our team members facilitate successful public involvement and consensus building through stakeholder interviews, charrettes, pop-up events, focus group meetings and workshops. We leverage the power of technology to support our public engagement activities and facilitate ongoing engagement throughout the planning process, which includes the use of interactive online engagement and real-time digital polling during public meetings.

## Urban Design

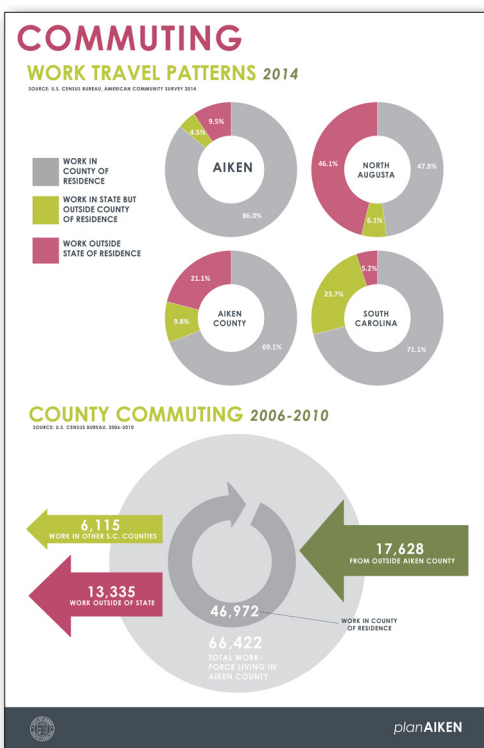
Our interdisciplinary urban design team can help your community prepare practical design concepts and standards based on the unique typologies and character (e.g. downtown centers, commercial corridors, neighborhood infill sites) of your focus area. Our urban designers will identify design solutions and strategies that are based on their practical experience with implementation and best practices that our team has learned through many years of national and international practice in the field.

## GIS Mapping & Analysis

Our team of GIS analysts and cartographers focus on using the significant power of digital mapping to both produce complex analyses of issues in our







client communities and prepare digital capacity and cost/benefit analyses that allow a community to measure both their capacity for growth and its potential impacts. We use the results of these analyses to prepare strategies and policy recommendations that help your community realize the preferred growth scenario and maximize the benefits that it realizes from new growth.

## Transportation Planning

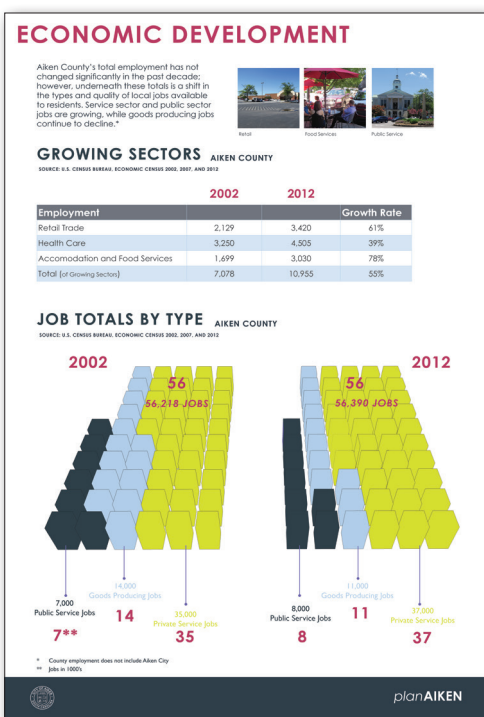
Our planners understand the critical linkages between transportation and land use, and we strive to seek innovative solutions to our clients' transportation needs. Whether it is identifying new highway corridors to spur economic development, reimagining a downtown streetscape, or planning routes for a greenway system, our team brings a wealth of experience in solving complex transportation issues.

## Economic Development

Benchmark has extensive experience with assisting local governments with strategic economic development planning and implementation projects. Recent experience includes preparing a working lands study for the Central Midlands Council of Governments in Columbia, SC, and brownfields redevelopment projects in Chapel Hill, NC and Greenwood, SC. Benchmark also works with private entities on economic development planning, including work with the Multi-State Environmental Response Trust on the redevelopment of a former Kerr-McGee industrial site in Navassa, NC and developing a statewide inventory and GIS database of potential rail-served industrial sites for the North Carolina Railroad Company.

## Sustainability

The Benchmark team is committed to sustainable development practices, and we regularly incorporate these principles into our plans and studies. Our planners have worked on projects that promote sustainable growth coupled with habitat protection for endangered species and the conservation of working lands around military installations across the country. Beyond environmental sustainability, our team strives to provide our client communities with development strategies and policy guidance that foster growth patterns that limit the impact on finite community resources (school and transportation capacity, public safety services, utilities, etc.) while allowing growth to continue in an orderly and rational manner that is responsive to market demands.



## Project Team Profile

The project team selected to participate in the development of the Shaw Heights Land Use Plan update was chosen based on their unique skills and extensive experience working with similar communities. Benchmark's President, Jason Epley, AICP will be the project manager responsible for the completion of the project on-time and on-budget. Jason has over 23 years of experience in the planning profession, and has served in a variety of roles over his career, including as a planner for local governments in North and South Carolina, as a regional planner with the North Carolina Department of Commerce and, for the last 12 years, as a consultant in private practice serving a national client base. Vagn Hansen, AICP, will be serving as the Assistant Project Manager and Lead Planner - assisting Mr. Epley with the overall scope of the project, organizing the project team, and directing the day-to-day planning effort. Other consulting team members include Erin Burris, AICP, who will lend her expertise to any development ordinance recommendations and Monika Gehl, who will provide mapping and graphic production. Together, the project team will provide the County with the resources and knowledge necessary to help the county produce a meaningful and action oriented updating of the Shaw Heights Future Land Use Plan.

## Team Member Roles

Resumes providing detail on the education, experience and qualifications of each of the Benchmark employees assigned to the project team are included on the following pages

Team Member	Project Role
Jason Epley, AICP	Project Manager
Vagn Hansen, AICP	Assistant Project Manager / Lead Planner
Erin Burris, AICP	Planner
Monika Gehl	Graphics and Mapping



## JASON M. EPLEY, AICP

President & CEO | Benchmark

Mr. Epley brings 23 years of national experience in the planning profession to Benchmark's consulting team. Currently the President of Benchmark CMR, Inc., Jason's past positions have included working with municipal, county, regional and state government planning programs throughout North Carolina. He specializes in comprehensive planning, military planning, urban design, public involvement, and meeting facilitation. Jason brings additional expertise and experience with downtown development and design, and currently serves in the role of Executive Director of the North Carolina Downtown Development Association. He has a wealth of experience helping communities develop meaningful plans and sound implementation strategies through ordinance preparation and adoption, with project experience in well over 150 communities across the country.

### Education

Master of City and Regional Planning, Clemson University  
BA Geography, University of North Carolina - Greensboro

### Certifications/Memberships

Member, American Institute of Certified Planners  
Member, American Planning Association  
Executive Director, NC Downtown Development Association  
Member, National Society of Certified Public Managers  
Member, National Trust for Historic Preservation

### Relevant Experience

Comprehensive Plan  
Blowing Rock, NC

Comprehensive Plan  
Aiken, SC

Comprehensive Plan  
Covington, VA

Comprehensive Plan  
Shepherdstown, WV

Comprehensive Plan  
Colleton County, SC

Comprehensive Plan  
Alleghany County, VA

Redevelopment Study  
Greenwood, SC

Downtown Master Plan  
Concord, NC

Downtown Master Plan  
Suffolk, VA

Redevelopment Study  
Wilmington, NC

Comprehensive Land Use Plan  
Weaverville, NC

Bike & Pedestrian Master Plans  
Clinton, NC



## VAGN K. HANSEN, AICP

Planner | Benchmark

Mr. Hansen brings over 16 years of experience in the planning profession to the consulting team. He has worked with large and small municipalities, as a consultant for the NC Department of Commerce and has been in private practice for the last 10 years. Mr. Hansen specializes in comprehensive planning, geographic information systems, military planning and land use regulations. In addition to his consulting practice, Mr. Hansen has supervised municipal planning and zoning administration services for several of Benchmark's client communities in North Carolina and South Carolina over the years.

A primary focus of his practice is performing complex spatial analyses to help local governments make informed decisions on land use, infrastructure, and related growth management policies. Recently, Mr. Hansen managed the design and creation of a statewide GIS database for use in industrial site selection by the North Carolina Railroad Company (a for profit corporation owned by the State of North Carolina), which has subsequently been utilized to identify nearly 3,000 potential industrial sites for rail served industry in the state, and which is now being spun-off by NCRP as a general economic development site selection tool.

### Education

MA Applied Geography, University of North Carolina - Greensboro

BA Geography, University of North Carolina - Wilmington

### Certifications/Memberships

Member, American Institute of Certified Planners

Member, American Planning Association

### Relevant Experience

Comprehensive Plan  
Aiken, SC

Small Area Plan  
Holly Springs, NC

Comprehensive Plan  
Shepherdstown, WV

Comprehensive Plan  
Blowing Rock, NC

Regional Land Use Study  
Miami County, IN

Neighborhood Plan  
Cape Girardeau, MO

Comprehensive Plan  
Weaverville, NC

Comprehensive Plan  
Covington, VA

Zoning Ordinance  
Morganton, NC

Zoning Ordinance  
Onslow County, NC

Comprehensive Plan  
Waxhaw, NC

Comprehensive Plan  
City of Gatesville, TX



## ERIN BURRIS, AICP

Planner | Benchmark

Ms. Burris brings 15 years of experience in the planning field to the consulting team. Her professional experience has been focused primarily in North Carolina where she has served as a planner for municipal governments and now in the private sector. Ms. Burris specializes in comprehensive planning, development ordinances, and zoning and subdivision administration. With a background in both architecture and planning, Ms. Burris focuses a significant portion of her practice on urban design issues and assisting communities with the development of standards and guidelines that achieve high quality outcomes in the built environment.

### Education

MA Geography, University of North Carolina - Charlotte  
BA Architecture, University of North Carolina - Charlotte

### Certifications/Memberships

Member, American Institute of Certified Planners  
Member, American Planning Association

### Relevant Experience

Comprehensive Plan  
Mount Pleasant, NC

Comprehensive Plan  
Colleton County, SC

Comprehensive Plan  
Mount Airy, NC

Unified Development Ordinance  
Walterboro, SC

Comprehensive Plan  
Bermuda Run, NC

Zoning Ordinance  
Morganton, NC

Comprehensive Plan  
Forest City, NC

Comprehensive Plan  
Pleasant Garden, NC

Comprehensive Plan  
Weaverville, NC

Unified Development Ordinance  
Yadkinville,, NC

Comprehensive Plan  
Marshall, NC





**MONIKA GEHL,** LEED GREEN Associate  
Urban Designer | Benchmark

Ms. Gehl joined Benchmark Planning in June of 2017 after receiving her Bachelors of Urban & Environmental Planning and Bachelor's in Global Studies: Environment and Sustainability from the University of Virginia, School of Architecture. In addition to her work with Benchmark, Ms. Gehl worked with the Piedmont Development Group where she assisted with a variety of development applications and entitlements, technical writing and project illustrations. Ms. Gehl assists the Benchmark Planning team in the areas of background research, GIS mapping, plan illustration and related project tasks.

Ms. Gehl's greatest contribution to the Benchmark team is her exceptional ability to prepare high-quality graphics and illustrations that effectively communicate complex planning and development concepts for our clients. Whether preparing site plans depicting alternative development scenarios or 3D renderings of a downtown block, her combination of practical planning knowledge, technical skill, and artistic ability provide our client communities with

## Education

BUPE Urban & Environmental Planning, University of Virginia  
BA Global Studies, University of Virginia

## Certifications/Memberships:

LEED Green Associate

## Relevant Experience

Comprehensive Plan  
Alleghany County, VA

Redevelopment Study  
Chapel Hill, NC

Downtown Master Plan  
Suffolk, VA

Downtown Master Plan  
Myrtle Beach, SC

Comprehensive Plan  
Covington, VA

Comprehensive Plan  
Alleghany County, VA

Redevelopment Study  
Greenwood, SC

Neighborhood Plan  
Cape Girardeau, MO

Multi-Jurisdictional  
Land Use Plan  
Sanford, / Lee County, NC

Regional Land Use Study  
Fayetteville, NC

Redevelopment Study  
Navassa, NC

Small Area Plan  
Killeen, TX

# TAB B: TECHNICAL APPROACH

## Project Approach

Based upon our experience with similar projects, we have outlined a scope of work below that we believe achieves the County's goals for updating the plan.

### Task I - Prepare the Study Area Assessment (2 months)

1. Initial kickoff meeting with project manager and county staff
2. Collect and review data, plans and other available information
3. Conduct listening sessions/stakeholder meetings with county staff, community groups, economic development, utility providers, City of Fayetteville (as an adjacent large property owner), property owners of larger tracts, and others as identified
4. Prepare and distribute a public input survey to be administered digitally and through local community/church/civic groups in the study area
5. Prepare Study Area Assessment Report
  - Demographic and Economic Profile
  - Natural Environment Profile
  - Physical Environment Profile
  - Existing Plans Analysis
  - Stakeholder Meeting Summary
  - Public Input Survey Summary
  - Opportunity and Constraints Analysis
  - Identify Public and Private and Public/Private Development Opportunities
  - Identification of Initial Strategies
6. Review the Study Area Assessment with county staff
7. Present the Study Area Assessment at a public meeting in the study area



▲ Small group issue identification and planning



▲ Presentation of Scenarios to larger group

## Task 2 - Prepare Draft Land Use Plan (1 Month)

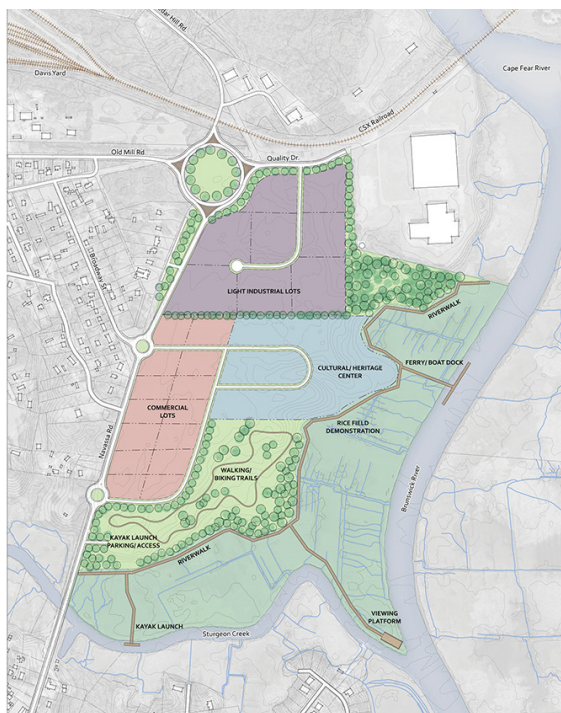
1. Prepare a draft land use and development plan for the study area
2. Prepare supporting graphics and illustrations to demonstrate future development scenarios
3. Develop plan strategies and recommendations that are action oriented
4. Develop financial strategies that demonstrate return on investment calculations for potential public investments
5. Develop an implementation plan that identifies priorities, timeframes, resources needed, partnerships that will be necessary and the lead organization responsible for each strategy/recommendation contained in the plan
6. Review draft plan with county staff

## Task 3 - Facilitate a Public Open House to Review Draft Plan (1 Month)

1. Facilitate two (2) open house meetings with the public to review the draft plan
2. Review public comments with the county staff

## Task 4 - Develop Final Land Use Plan Update (2 Months)

1. Prepare Shaw Heights Land Use Plan update
2. Review the Plan update with county staff
3. Present the Plan update to the Planning Board and County Board of Commissioners
4. Prepare final agreed upon deliverables



Kerr-McGee Navassa  
Redevelopment Planning Initiative

Concept A

Prepared for  
Greenfield Environmental Multistate Trust LLC  
Trustee of the Multistate Environmental Response Trust



Red Star Park Development Concept

0 40 80 120 160 200 Feet

### Budget

Benchmark can complete all four tasks of this scope of work, all-inclusive, in the amount of **\$48,980**. The specific cost per task is listed below.

- Task One - Study Area Assessment (\$14,000)
- Task Two - Draft Land Use Plan (\$15,230)
- Task Three - Public Open House Meetings (\$6,300)
- Task Four - Develop Final Land Use Plan Update (\$13,450)

### Summary

The Benchmark Team has developed a thorough knowledge base of Cumberland County, the study area and the areas immediately adjacent to the study area. We are uniquely positioned to complete this project in a meaningful way within the desired timeframe established by the County. Our staff is well-qualified and has the knowledge, ability and availability to begin work immediately.





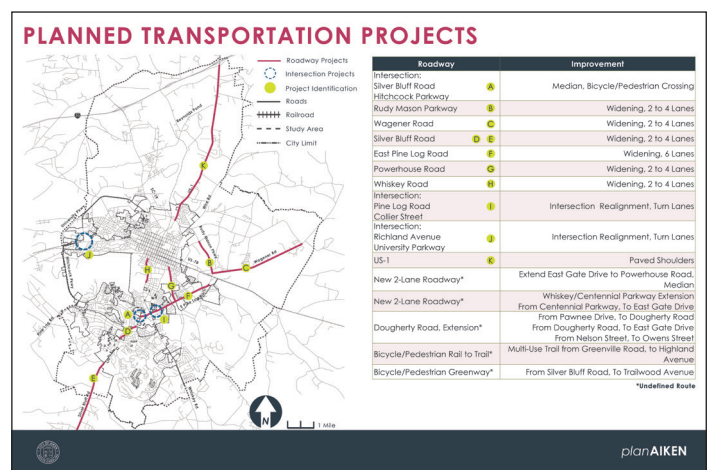




## Comprehensive Plan City of Aiken, South Carolina

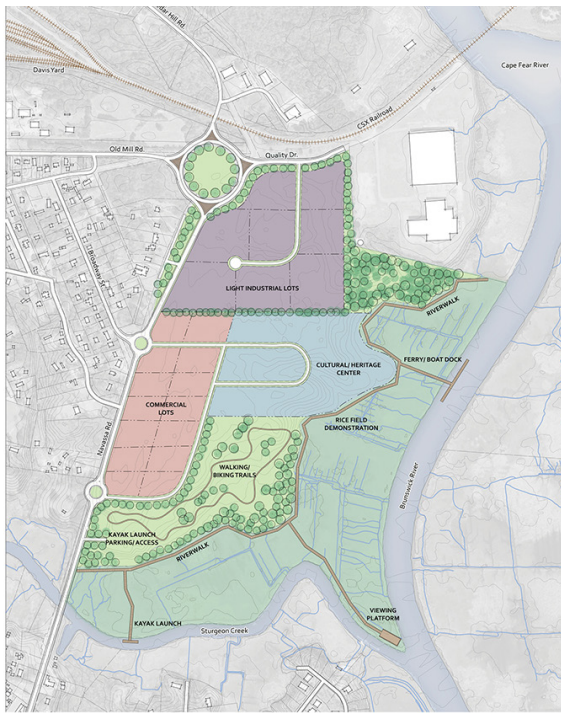
The City of Aiken, SC (pop. 29,524) commissioned Benchmark Planning to prepare an update to its comprehensive plan in 2016. With a thriving historic core that represents one of the few planned cities in the South of its vintage, the city has blossomed over the years into a destination for equestrian activities and golfing. Located in close proximity to both the Department of Energy's Savannah River Site and Augusta, GA, Aiken has benefited significantly from the economic growth in the region. The focus of the planning effort will be to establish a framework for continued growth and economic development that also preserves the city's character.

The Comprehensive Plan examined key focus areas and growth outside of the City's municipal boundary within the utility service area. The key themes of the plan included 1) Growth; 2) Connectivity; 3) Transformation; 4) Consistency; 5) Balance; and 6) Investment. Public engagement has included, workshops across the City, stakeholder/focus group meetings, an online website, and meetings with the Planning Commission.



Reference: Ryan Bland, Planning Director  
Phone: 803.642.7608  
Email: [rbland@cityofaikensc.gov](mailto:rbland@cityofaikensc.gov)

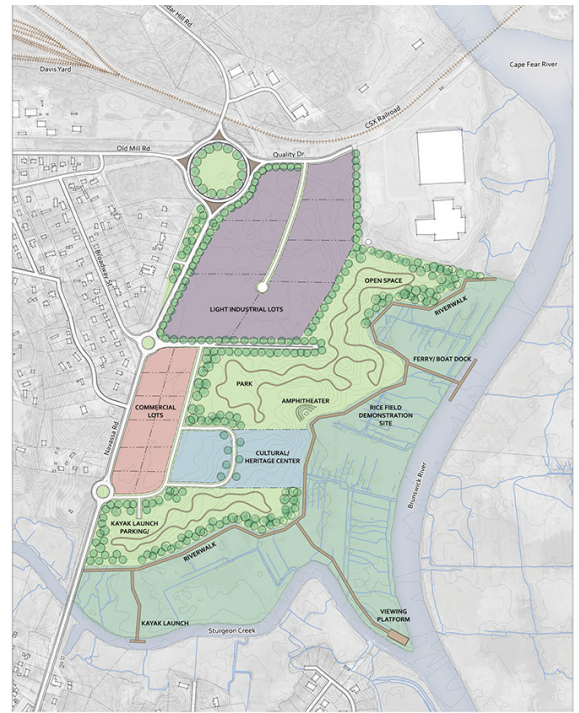




Kerr-McGee Navassa  
Redevelopment Planning Initiative

Concept A

Prepared for  
Greenfield Environmental Multistate Trust LLC  
Trustee of the Multistate Environmental Response Trust



Kerr-McGee Navassa  
Redevelopment Planning Initiative

Concept B

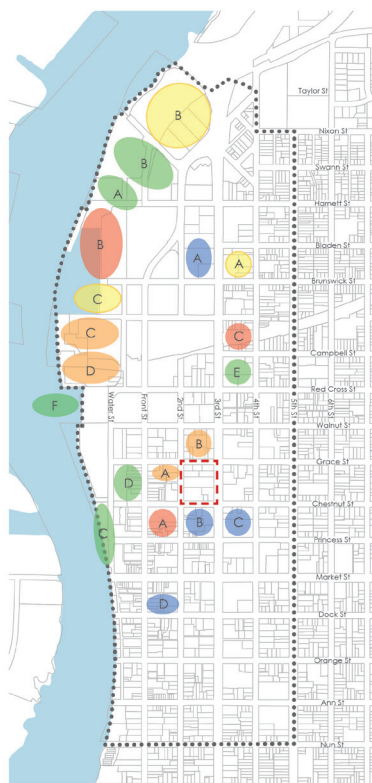
Prepared for  
Greenfield Environmental Multistate Trust LLC  
Trustee of the Multistate Environmental Response Trust

## KERR-MCGEE SUPERFUND SITE REDEVELOPMENT PLAN

### Navassa, North Carolina

The 251-acre Kerr-McGee Superfund Site is located just outside of Wilmington in the Town of Navassa, an historic African-American community, along the Brunswick River and Sturgeon Creek. Benchmark Planning was contracted to participate on a team led by Greenfield Environmental Multistate Trust to identify options for the redevelopment of the site. The team coordinated with a local redevelopment working group to explore feasible, community-supported options for the potential future use of the former industrial site. Benchmark is providing ongoing assistance to support the Greenfield Environmental Multistate Trust.





Recent Development Projects (2014-2017)

**Hotel Accommodations**

- A Courtyard by Marriott
- B Hampton Inn Hotel
- C Embassy Suits Hotel
- D aLoft Hotel

**Retail**

- A Farmin' on Front Grocery
- B Port City Marina & Restaurants
- C Edward Teach Brewery

**Public**

- A Riverwalk Extension
- B North Waterfront Park
- C Riverfront Park Repair
- D Riverplace (Water St Deck)
- E Multi-Modal Center (Phase 1)
- F Conlon Pier

**Institutional**

- A Community College Fine Arts Center
- B 101 N Third Office Building
- C County Administration Building
- D 21 S Front (NextGlass anchor tenant)

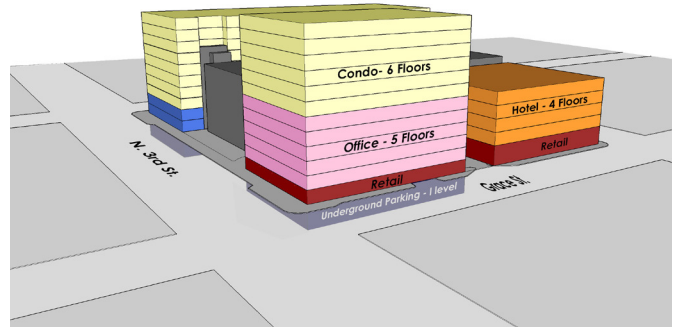
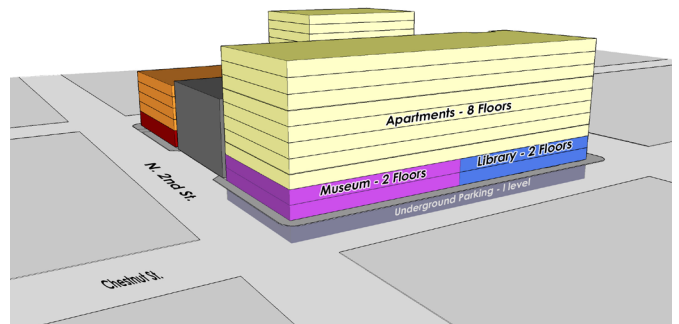
**Residential**

- A City Block Apartments
- B Sawmill Point Apartments
- C Pier 33 Apartments

- ..... Greater Downtown Area Boundary
- Site Boundary
- Parcel Lines



▲ Recent Downtown Development Projects



▲ Museum/Library, Mixed-Use Development Scenario

## Downtown Wilmington Redevelopment Plan, Site & Market Analysis

New Hanover County, North Carolina

Over the past five years, Downtown Wilmington has experienced significant growth and development with over \$346 million worth of new investments transforming the historic Downtown. Recently completed projects include new facilities for retail, restaurant, office, residential and hospitality users. More projects are underway or announced that will further grow the retail, hospitality and residential base.

With this influx of activity, New Hanover County government and other civic leaders recognized an opportunity exists to leverage an existing County-owned parking deck and underused public property surrounding the deck to attract more growth and maximize this asset. To move forward, New Hanover County, working with Wilmington Downtown

Incorporated (WDI) selected the Benchmark Kimley-Horn team to conduct a Market Demand Analysis to determine viable development opportunities for the Downtown central business district and a Site Analysis to examine land use codes and architectural issues that could lead to the redevelopment of the entire one block site.

The study included the development of four market-based scenarios that examined public infrastructure investment and the return on investment projections from private real estate development. At the conclusion of the study, the County contracted with Benchmark to lead Phase Two of the project. Benchmark is working closely with County staff and stakeholders to facilitate the redevelopment of the entire downtown block.

Contact: Jennifer Rigby, AICP  
Strategy & Policy Coordinator  
New Hanover County

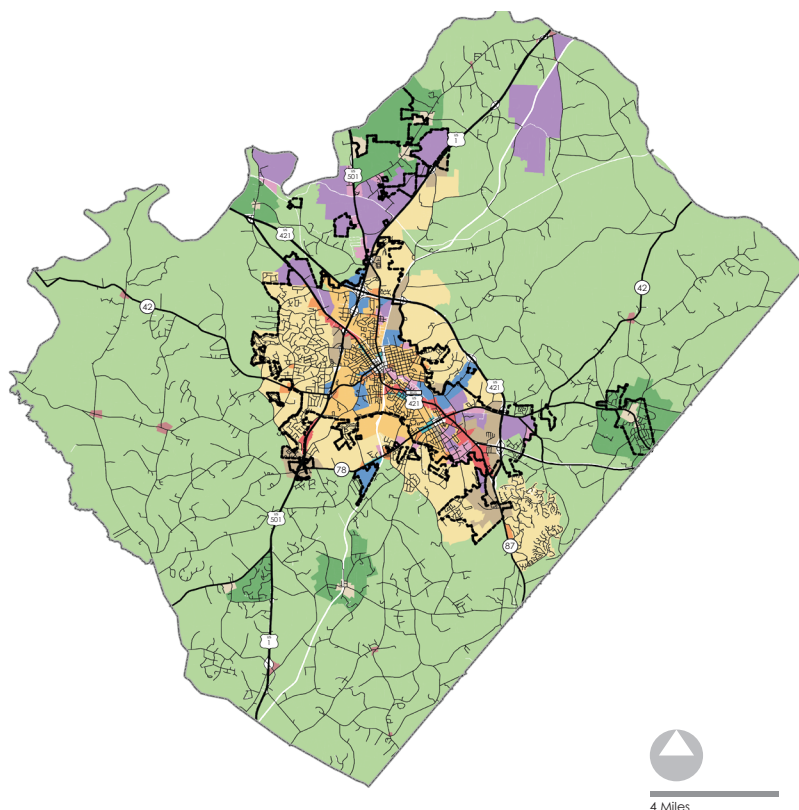
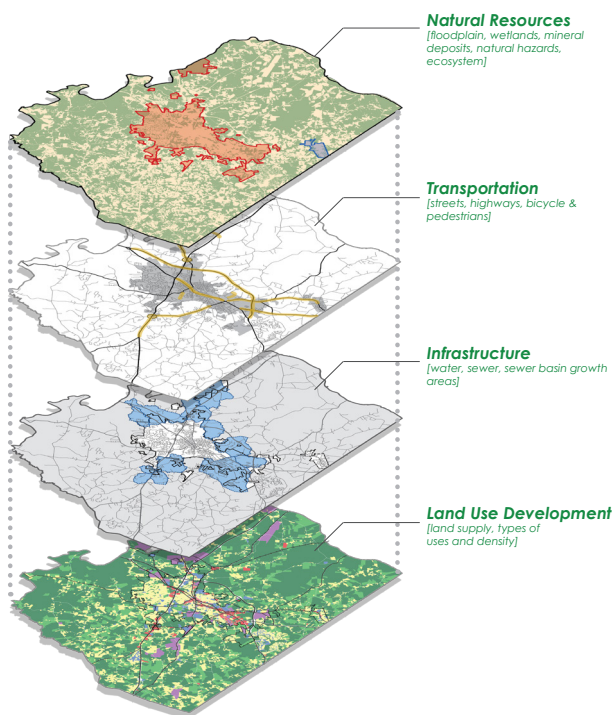
Phone: 910.798.7237

Email: jrigby@nhcgov.com



## FACTORS INFLUENCING THE DEVELOPMENT OF THE FUTURE LAND USE PLAN

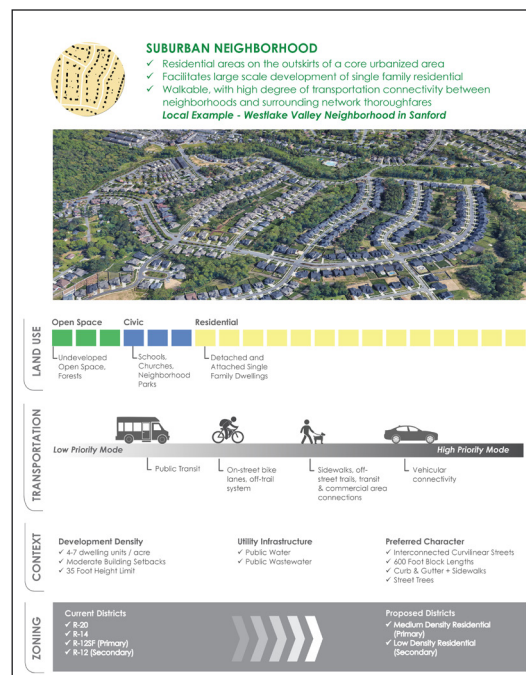
Background information about the area and its capacity for growth, coupled with the community input and land use plan vision, helped guide the development of the Future Land Use Place Type Map



## Land Use Plan Sanford / Lee County, North Carolina

Benchmark recently developed a multi-jurisdictional land use plan for the City of Sanford, Lee County, and the Town of Broadway under the guidance of the Joint Planning Commission, which is a standing committee comprised of elected and appointed officials of each participating jurisdiction. The land use plan is intended to serve as both a physical and policy plan to guide each jurisdiction over the next 10 to 20 years; directing urban growth to areas that are readily served by urban services and infrastructure, while designating significant portions of the county for ongoing use for agriculture and other working lands.

The plan utilizes a “place type” system for the future land use map. This system incorporates traditional land use designations with character, infrastructure, and transportation guidance to provide the communities with a full spectrum of land use and development guidance. Following its adoption, the communities plan to begin a joint project that will realign their land use regulations with the guidance developed for the plan, enabling them to incorporate the land use guidance into their regulatory framework and begin implementing the desired land use vision for their communities.



Reference: David Montgomery, AICP, Senior Planner  
Phone: 919.718.4657  
Email: david.montgomery@sanfordnc.net





## Downtown Master Plan

City of Myrtle Beach, South Carolina

The City of Myrtle Beach hired Benchmark Planning to work closely with City Council on the development of a Downtown Master Plan. The Myrtle Beach area is currently ranked as the second fastest-growing metropolitan area in the country and is one of the major centers of tourism the United States, attracting an estimated 18 million visitors each year. Myrtle Beach was built on tourism, and while the City and the surrounding community has experienced unprecedented residential growth for a number of years, tourism is still at the core of the local economy.

Benchmark has engaged local business owners, property owners, elected officials, leaders of various public agencies, SCDOT, city department heads and others in an extensive stakeholder input process, meeting with over 100 key stakeholders in listening sessions. The master plan process included a day-long work shop that attracted over 400 residents. The City Council is expected to adopt the master plan in March 2019.



Contact:

Phone:

Email:

Lauren Clever, Downtown Director

843.918.1055

[clever@cityofmyrtlebeach.com](mailto:clever@cityofmyrtlebeach.com)





## Downtown Master Plan

City of Concord, North Carolina

Concord, NC (pop. 78,066) commissioned Benchmark to prepare a Downtown Urban Design Plan and final master plan document. Concord is on the northern border of Charlotte, NC and is home to several large tourism draws including the Charlotte Motor Speedway, zMAX Dragway, Concord Mills Mall, and Great Wolf Lodge. Concord is also the home of Carolina's Medical Center and an array of related medical facilities serving the northern Charlotte metro area. In addition, Concord continues to grow its economy with industrial and distribution facilities being developed in its International Business Park and at its burgeoning commercial airport.

The urban design plan that was developed is based upon significant stakeholder and focus group outreach that

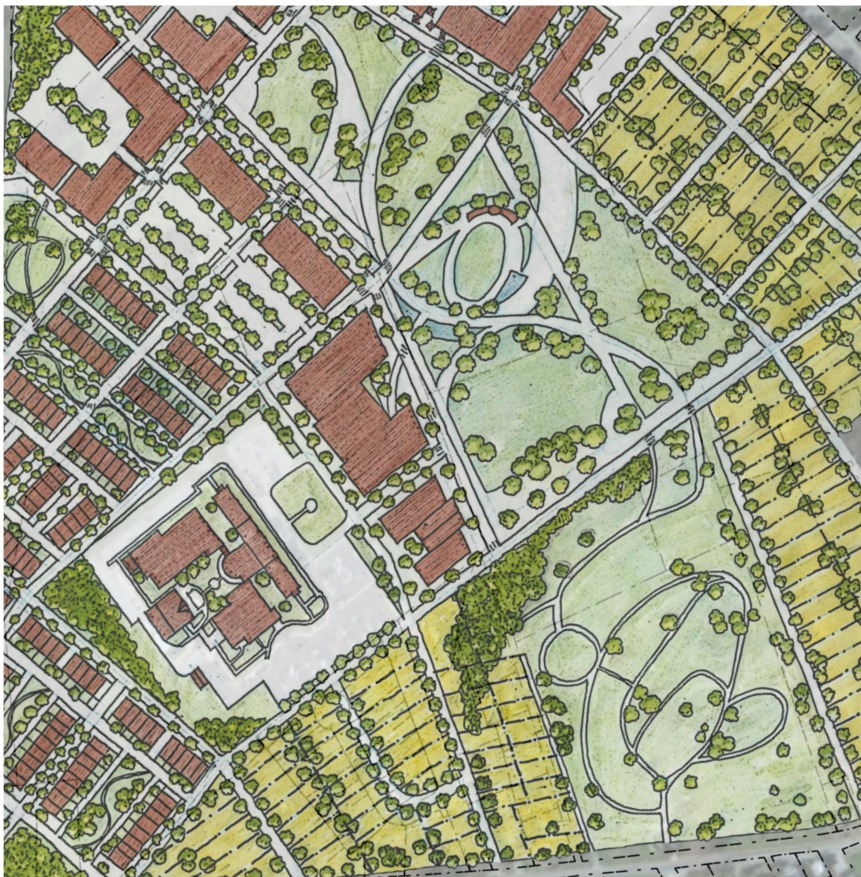
included a week-long design charrette. The planning process examined existing conditions, previously adopted plans, market analysis and a recent parking study. The plan recommended catalytic public infrastructure investments in the streetscape, parking and an entertainment venue, to leverage private development for "opportunity sites" in downtown. The recommended public investments included return on investment projections in order to establish a clear framework for public and private investment in the city's thriving downtown.

### Plan implementation status

- +50 new housing units created downtown
- 5 story +600 space parking deck under construction
- Residential liner building set aside as part of deck
- Plans for a new streetscape are moving forward
- Historic Hotel Concord renovated and open
- Pedestrian crosswalk upgrades
- Redevelopment moving forward for the Old City Hall and City Hall annex properties

Contact: Steve Osborne, AICP, Planning Director  
 Phone: 704.920.5132  
 Email: [osbornes@concordnc.gov](mailto:osbornes@concordnc.gov)





## Comprehensive Plan

Shepherdstown, West Virginia

Shepherdstown is a historic university town that is situated on the Potomac River in the far western exurban reaches of the Washington, DC metro region. As the oldest incorporated municipality in the state of West Virginia, Shepherdstown's rich history is well preserved in its historic downtown and neighborhoods that grew up around the bustling river trade associated with the Chesapeake & Ohio Canal. From its beginnings as a center of river trade, Shepherdstown has evolved into a hub for artists and cultural events, including the internationally renowned Contemporary American Theater Festival



In 2013, Shepherdstown engaged Benchmark to prepare an update to its comprehensive plan. The primary focus of the plan was the need to preserve the rich historic, cultural and environmental fabric of the community and surrounding agricultural landscape. The successful planning effort led to the adoption of a Growth Management Boundary in coordination with Jefferson County, which, along with a range of new land use policies, has established a clear path toward a sustainable future for the community.

Reference: David Rosen, Town Council Member  
 Phone: 304.876.2312  
 Email: rosend@gmail.com





## Comprehensive Plan

City of Mount Airy, North Carolina

The City of Mount Airy (pop. 10,417), (known famously as the inspiration for Andy Griffith's fictional Mayberry) is located in North Carolina's Yadkin Valley wine region, with breathtaking views of the Blue Ridge mountains and the rugged pinnacle of nearby Pilot Mountain. Benchmark prepared the city's very first Comprehensive Plan, building on previous land use and strategic planning efforts, engaging citizens, business leaders and elected officials through a participatory process.

Benchmark worked closely with the Planning Board and the public throughout the process to develop this meaningful and action oriented comprehensive plan. In addition to traditional comprehensive plan topics, this plan focused heavily on branding and aesthetic improvements, particularly in the city's downtown core in an effort to enhance the city's standing as premier regional tourism destination. The resulting plan has led to significant investment in the city and surrounding area, with a focus on projects that have enhanced the community as a tourism destination, particularly focused on the growing wine tourism industry and outdoor recreation tourism.



Reference:  
Phone:  
Email:

Barbara Jones, City Manager  
336.786.3502  
bajones@mountair.org



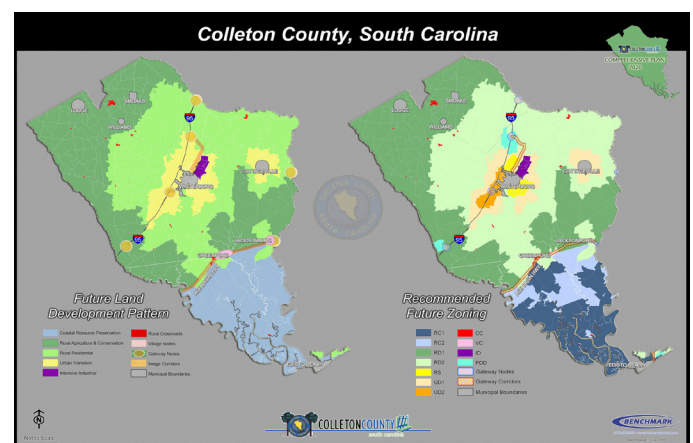


## Comprehensive Plan and Land Use Regulations\*

Colleton County , South Carolina

Colleton County, South Carolina is located in the heart of a National Wildlife Refuge and National Estuarine Research Center that encompasses a total of 350,000 acres primarily across Beaufort, Charleston, and Colleton counties. Benchmark began working with Colleton County on their major 10-year Comprehensive Plan revision in January 2008 to develop guidelines for the protection of natural resources and the preservation of rural character, while allowing for growth from fast-growing Beaufort and Charleston in areas capable of being developed for urban purposes.

The Comprehensive Plan was adopted in June of 2009 with the new Zoning and Land Development Ordinance, and Zoning Map adoption in September of 2010. The ordinance updates include diagrams and illustration that demonstrate the intent of the ordinance in a visual manner. During the planning process, meetings were held at four locations across the county and with key stakeholder groups that included: the development and related industry group; municipal and county elected officials; DHEC and SCDOT.



Reference: Zach Montgomery, Planning Director  
 Phone: 843.549.1701  
 Email: [zmontgomery@colletoncounty.org](mailto:zmontgomery@colletoncounty.org)

\*Benchmark is currently working on the 10-year update to the Comprehensive Plan.



## Joint Comprehensive Plan

Alleghany County / City of Covington, Virginia

Alleghany County and the City of Covington leveraged their resources and worked collaboratively in updating their Comprehensive Plans, last adopted in 2013, by having a joint planning process. In that effort, Benchmark Planning worked closely with a joint steering committee to develop a common vision, goals, and objectives for the County and the City. Benchmark helped craft tailored implementation strategies for each jurisdiction to implement the common vision. While this was a joint planning process with a common vision and set of goals, each jurisdiction received a separate plan. The joint planning process will help ensure that both the County and the City grow together cohesively. The plans are expected to be adopted in February 2019.



Reference: Richard Douglas, AICP, City Manager  
 Phone: 540-965-6300  
 Email: [rdouglas@covington.va.us](mailto:rdouglas@covington.va.us)





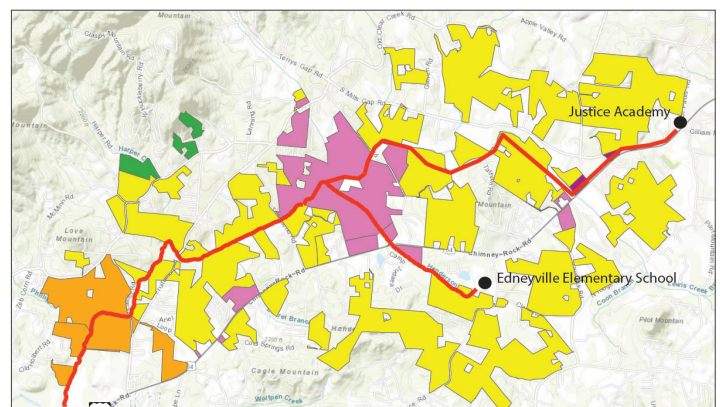
## Utility Service Area Growth Analysis

Henderson County , North Carolina

Benchmark worked with Henderson County to prepare a land development study for a proposed wastewater service expansion in the fast growing northern portion of the county between Asheville and Hendersonville. The purpose of the study was to examine potential development scenarios associated with the extension of wastewater infrastructure into a sewer service basin east of Interstate 26 in the vicinity of US Highway 64. The intent of the study was to provide the county commissioners with a comparison of the potential outcomes that could be realized based on the specific type of infrastructure that is chosen to serve a planned school in the upstream portion of the basin (gravity sewer vs. a pump station and force main).

The study considered the residential land supply, development capacity, transportation concerns, public safety, and revenue generation potential in the study area. The study also demonstrated the capacity of the planning area to accommodate potential growth and determined the net residential development density necessary to achieve

a positive revenue generation outcome for the county (for both general and enterprise funds). The results of the study served as one portion of the base of information used by the county to inform its decision-making process for providing infrastructure to the new school.



Reference: Marcus Jones, PE, Director of Engineering  
 Phone: 928.694.6526  
 Email: [majones@hendersoncountync.org](mailto:majones@hendersoncountync.org)



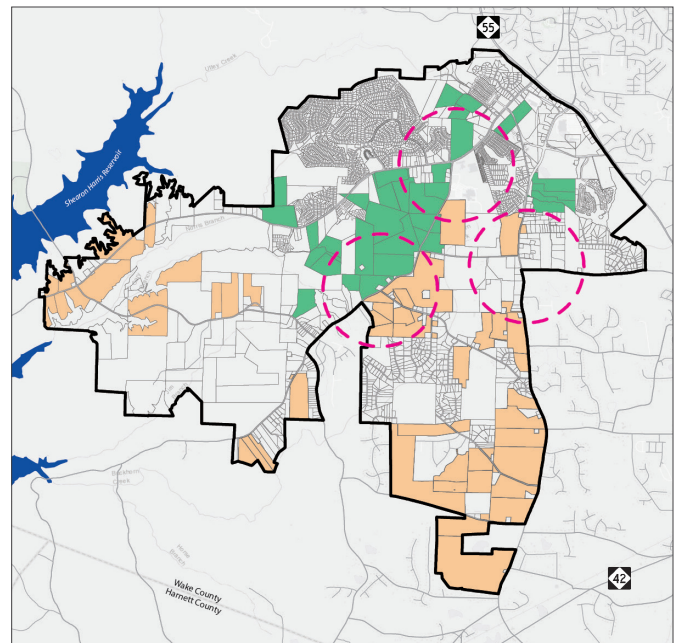


## Southern Area Planning Initiative

Town of Holly Springs, North Carolina

Holly Springs (pop. 30,021), is a fast-growing community located in suburban Wake County near Raleigh and the Research Triangle Park (RTP). The Town has experienced significant growth over the last two decades, with ongoing opportunities for additional growth in the southern area of the community. Benchmark worked with the Town of Holly Springs to prepare a residential land development study as part of the town's Southern Area Planning Initiative.

The purpose of the study was to examine the residential land supply, development capacity, utility extension requirements, municipal service costs, and revenue generation potential in the study area. This information was used to demonstrate the capacity of the study area to accommodate anticipated growth and determine the net residential development density necessary to achieve a positive revenue generation outcome for the town (for both general and enterprise funds). The results of the study served as one portion of the base of information used by the Town to inform the overall direction of the for growth and development in the Southern Area.



Reference: Gina Clapp, AICP, Planning Director  
 Phone: 919.557.3928  
 Email: [Gina.Clapp@hollyspringsnc.us](mailto:Gina.Clapp@hollyspringsnc.us)

Projects (within last 2 years)	Project Location	Primary Role
Downtown Master Plan	Suffolk, VA	Principal Firm
Redevelopment Plan	Chapel Hill, NC	Urban Design, Market Analysis
Downtown Block Redevelopment - Phase II	Wilmington, NC	Principal Firm
Multi-jurisdictional Land Use Plan	Sanford/Lee Co., NC	Principal Firm
Community Survey	Weddington, NC	Principal Firm
Downtown Master Plan	Myrtle Beach, SC	Principal Firm
Regional Land Use Study	Wilmington, NC	Principal Firm
Regional Land Use Study	Miami Co, IN	Land Use Analysis
Brownfield Redevelopment Plan	Navassa, NC	Public Engagement & Planning
Discovery Place Science Master Plan	Charlotte, NC	Stakeholder Engagement
Working Lands Study	Columbia, SC	Planning & Case Studies
Neighborhood Plan	Cape Girardeau, MO	Principal Firm
Residential Land Development Study	Holly Springs, NC	Growth & Land Use Analysis
Land Development Study	Henderson Co., NC	Growth & Land Use Analysis
Long Range Planning Review	Fayetteville, NC	Principal Firm
Downtown Vision & Streetscape Plan	Pilot Mountain, NC	Principal Firm
Redevelopment Study	Greenwood, SC	Planning & Market Analysis
Indoor Recreation Facility Study	Burlington, NC	Public Engagement
Comprehensive Plan	Gatesville, TX	Principal Firm
Comprehensive Plan	Covington, VA	Principal Firm
Comprehensive Plan	Alleghany Co., VA	Principal Firm
Small Area Plan	Killeen, TX	Principal Firm
Zoning & Subdivision Ordinance	Onslow Co., NC	Principal Firm
Regional Land Use Study	Fayetteville, NC	Principal Firm
Comprehensive Plan	Aiken, SC	Principal Firm
Comprehensive Plan	Bermuda Run, NC	Principal Firm
Comprehensive Plan	Mt. Pleasant, NC	Principal Firm
Comprehensive Plan	Yadkinville, NC	Principal Firm
Regional Land Use Study	Sumter, SC	Land Use Analysis
Downtown Block Redevelopment - Phase I	Wilmington, NC	Planning & Market Analysis
Unified Development Ordinance	Pilot Mountain, NC	Principal Firm
Unified Development Ordinance	Yadkinville, NC	Principal Firm
Wayfinding Plan	Yadkinville, NC	Principal Firm
Downtown Raleigh Alliance Strategic Plan	Raleigh, NC	Principal Firm
Sign Ordinance	Blowing Rock, NC	Principal Firm



# ATTACHMENT B: EXECUTION OF PROPOSAL

Proposal Number: SHAW HEIGHTS LAND USE PLAN UPDATE

## ATTACHMENT B: EXECUTION OF PROPOSAL


### EXECUTION

In compliance with this Request for Proposals (RFP), and subject to all the conditions herein, the undersigned Vendor offers and agrees to furnish and deliver any or all items/services upon which prices are proposed. By executing this proposal, the undersigned Vendor certifies that this proposal is submitted competitively and without collusion, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible from covered transactions by any Federal or State department or agency. Furthermore, the undersigned Vendor certifies that it and its principals are not presently listed on the Department of State Treasurer's Final Divestment List as per NCGS 147-86.55-69.

The potential Contractor certifies and/or understands the following by placing an "X" in all blank spaces:

- X The County has the right to reject any and all proposals or reject specific proposals with deviated/omitted information, based on the County's discretion if the omitted information is considered a minor deviation or omission. The County will not contact Vendors to request required information/documentation that is missing from a proposal packet. Additionally, if the County determines it is in its best interest to do so, the County reserves the right to award to one or more vendors and/or to award only a part of the services specified in the RFP.
- X This proposal was signed by an authorized representative of the Contractor.
- X The potential Contractor has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.
- X All labor costs associated with this project have been determined, including all direct and indirect costs.
- X The potential Contractor agrees to the conditions as set forth in this RFP with no exceptions.
- X Selection of a contract represents a preliminary determination as to the qualifications of the Vendor. Vendor understands and agrees that no legally binding acceptance offer occurs until the Cumberland County Board of Commissioners, or its designee, executes a formal contract and/or purchase order.
- X Therefore, in compliance with the foregoing RFP, and subject to all terms and conditions thereof, the undersigned offers and agrees to furnish the services for the prices quoted within the timeframe required.

**Failure to execute/sign Proposal prior to submittal shall render the Proposal invalid and it WILL BE REJECTED.**

VENDOR: Benchmark CMR, Inc.		
STREET ADDRESS: 10735 David Taylor Dr., Ste. 180	P.O. BOX: N/A	ZIP: 28262
CITY & COUNTY & ZIP: Charlotte, NC 28262	TELEPHONE NUMBER: 704-933-5990	TOLL FREE TEL. NO: 800-650-3925
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #10): Same		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR: Jason M. Epley, President		FAX NUMBER: N/A
VENDOR'S AUTHORIZED SIGNATURE: 	DATE: 3/29/19	EMAIL: jepley@benchmarkplanning.com

# ATTACHMENT C: COST

*Proposal Number: SHAW HEIGHTS LAND USE PLAN UPDATE*

## **ATTACHMENT C: PROPOSAL COST**

---

Benchmark can complete all four tasks of this scope of work, all-inclusive, in the amount of **\$48,980**.  
The specific cost per task is listed below.

Task One - Study Area Assessment (\$14,000)

Task Two - Draft Land Use Plan (\$15,230)

Task Three - Public Open House Meetings (\$6,300)

Task Four - Develop Final Land Use Plan Update (\$13,450)

# ATTACHMENT D: CERTIFICATION OF FINANCIAL CONDITION

Proposal Number: SHAW HEIGHTS LAND USE PLAN UPDATE

## ATTACHMENT D: CERTIFICATION OF FINANCIAL CONDITION

Name of Vendor: Benchmark CMR, Inc.

The undersigned hereby certifies that: [check all applicable boxes]

☒ The Vendor is in sound financial condition and, if applicable, has received an unqualified audit opinion for the latest audit of its financial statements.

Date of latest audit: N/A

☒ The Vendor has no outstanding liabilities, including tax and judgment liens, to the Internal Revenue Service or any other government entity.

☒ The Vendor is current in all amounts due for payments of federal and County taxes and required employment-related contributions and withholdings.

☒ The Vendor is not the subject of any current litigation or findings of noncompliance under federal or County law.


☒ The Vendor has no findings in any past litigation, or findings of noncompliance under federal or County law that may impact in any way its ability to fulfill the requirements of this Contract.

☒ He or she is authorized to make the foregoing statements on behalf of the Vendor.

**Note:** This is a continuing certification and Vendor shall notify the Contract Lead within 15 days of any material change to any of the representations made herein.

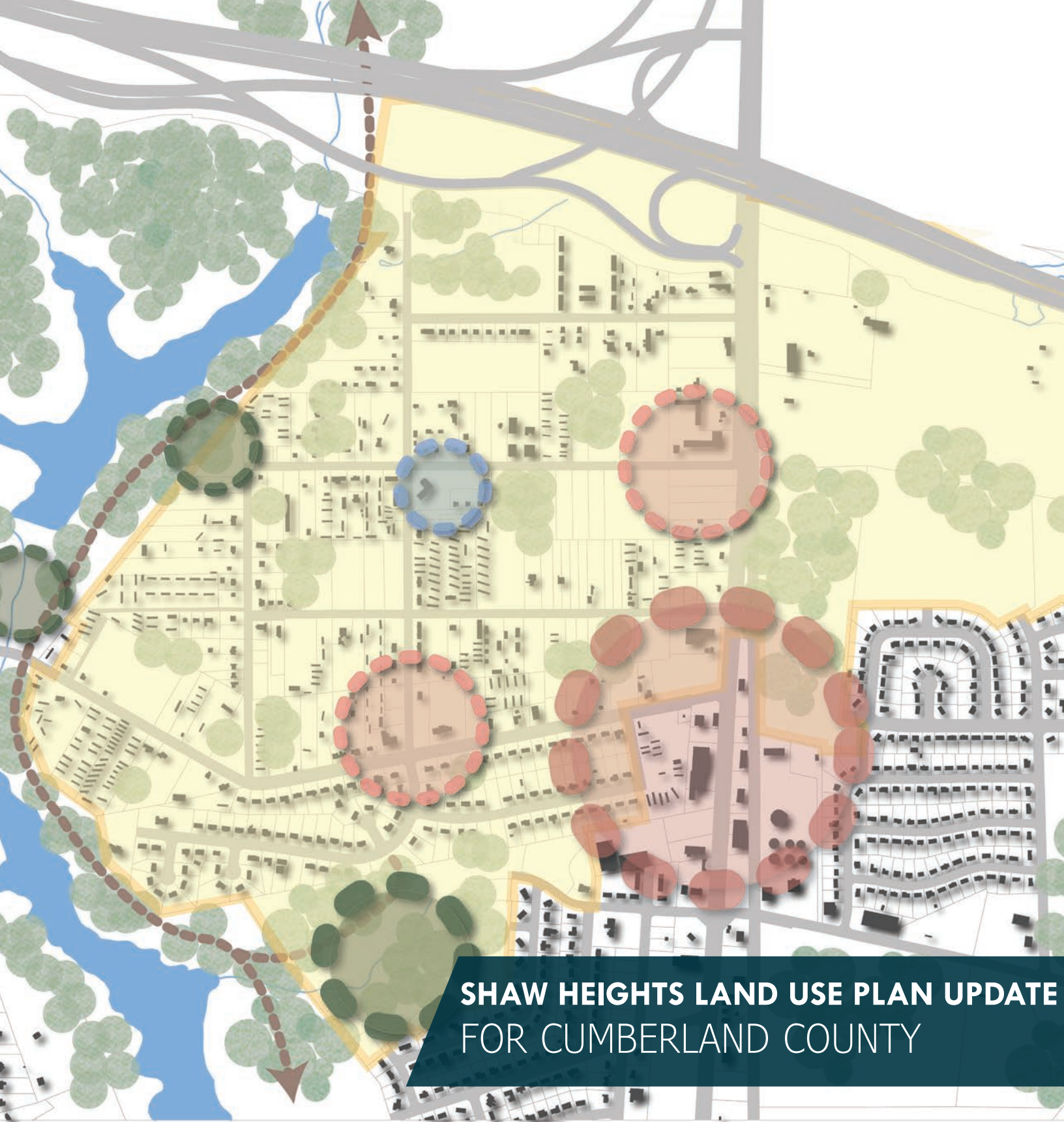
If any one or more of the foregoing boxes is NOT checked, Vendor shall explain the reason in the space below:

---

	<u>3/29/19</u>
Signature	Date
<u>JASON M. EPLEY</u>	<u>PRESIDENT</u>
Printed Name	Title

[This Certification must be signed by an individual authorized to speak for the Vendor]





## SHAW HEIGHTS LAND USE PLAN UPDATE FOR CUMBERLAND COUNTY

### Stewart

223 S. West Street / Suite 1100 / Raleigh, NC 27603

919.380.8750

F 919.380.8752

stewartinc.com

**APRIL 1, 2019**



STEWART



# STEWART

April 1, 2019

Mr. Joel Strickland, Acting Director  
Mr. Rufus Smith III, Planning Manager  
Cumberland County Planning & Inspections  
130 Gillespie Street  
Fayetteville, NC 28301

## RE: Request for Proposals - Shaw Heights Land Use Plan Update

Dear Mr. Strickland and Mr. Smith:

Cumberland County is embarking on an important planning initiative - seeking to create an update to the Shaw Heights Land Use Plan. Our experienced team is excited to submit a proposal to assist in the effort to create an innovative, collaborative, and actionable Land Use Plan.

**Stewart** is well-positioned to provide the County and the Shaw Heights community with an innovative public engagement strategy and a well-managed, clear process which will lead to a visually-engaging guidance document with actionable strategies and implementation framework. We understand the needs and specific issues of small to mid-sized communities because that is what we focus on almost exclusively in North Carolina.

Creating a Land Use Plan for a 300-acre portion of a community is akin to developing a small area plan in that it gives a community an opportunity to step back and see the big picture. Our focus is to facilitate discourse between planners, public officials, and community members to provide an opportunity to share priorities and discuss potential points of conflict. Our data-driven, action oriented plans provide communities a firm foundation to guide growth and development, measure performance, plan for implementation by aligning resources, and coordinate efforts between county, municipal, and state entities, the private sector, and not-for-profit entities.

We have assembled a highly regarded team of professionals for this assignment that are available to begin upon a notice-to-proceed. **I will oversee this project as the Principal-in-Charge, and Jay McLeod, AICP will serve as Project Manager. We will be supported by a team of Certified Planners with decades of local government planning experiences, as well as professional landscape architects and engineers.** To complement our experience, we have partnered with **Crawford Design**, who brings extensive local knowledge to our team, as well as **J. Turner Consulting** to provide enhanced public engagement services.

A combination of several factors makes the Stewart team the best choice for your project:

- **Experienced Team Leads** – Jay is an experienced Planner and Project Manager who is currently working with the City of Fayetteville on a Future Land Use Map, giving him a unique viewpoint and understanding of the area to approach the project.
- **Experienced Municipal Planning Team** – Our team has Certified Planners with decades on North Carolina-centered planning experience. Our staff is proficient in GIS mapping and land use modeling to assist in analyzing land use patterns, potential growth/preservation areas, infrastructure needs, and other elements necessary to craft the plan update.
- **Planning and Private Development Experience** – Many firms can write and update Land Use Plans. Stewart is different in that our planners, landscape architects, and engineers also utilize these documents on a daily basis assisting municipalities throughout the state. Our experience in land development projects allows us to “ground truth” in the documents prior to implementation.
- **Stewart is a Certified Historically Underutilized Business (HUB).**

We appreciate the opportunity to submit this RFP response. We look forward to the prospect of working on this important project in the Shaw Heights Community in Cumberland County. Please call me at 919. 866. 4823 or email at [cszwarckop@stewartinc.com](mailto:cszwarckop@stewartinc.com) should you have any questions or need additional information.

Sincerely,

**STEWART**

**Cindy Szwarcop, AICP**

Associate Vice President | Practice Leader, Municipal Planning & Mobility



# SHAW HEIGHTS LAND USE PLAN UPDATE *for* CUMBERLAND COUNTY

## CONTENTS





## FIRM OVERVIEW

STEWART | STRONGER BY DESIGN

Founded in 1994 by Willy E. Stewart, PE, the firm has more than 220 employees. Stewart is owned by a select group of professionals who are personally involved in our clients' projects.

Stewart provides services in a variety of markets within the public and private sectors. Clients include education, healthcare, institutions, municipalities, architects, departments of transportation, and the federal government as well as commercial, retail, residential, mixed-use, and private developers.

### MISSION STATEMENT

Strengthening communities by serving, leading, and working in a creative and interdisciplinary way.

### MINORITY BUSINESS STATUS

The firm is a certified Historically Underutilized Business (HUB) with the State of North Carolina through the Statewide Uniform Certification (SWUC) program.

### MUNICIPAL PLANNING & MOBILITY PRACTICE AREA

Stewart's Municipal Planning & Mobility practice area is a response to our clients' needs for building healthy, equitable, resilient, and connected communities. Now, more than ever, our cities and communities are adapting to changing demographics, land use trends, environments, and technologies.

Drawing on our existing collaboration and coordination between groups, we have brought together the firm's experienced municipal planners and designers with dedicated active transportation planners and engineers. This union is another example of how Stewart strives to provide the best in interdisciplinary planning, design, and engineering that results in more creative solutions for our clients.



*Stewart's Municipal Planning & Mobility practice is made up of planners, urban designers, and engineers that work collaboratively to create data-driven, actionable plans.*



STEWART

### STEWART PRACTICE AREAS

- Civil Engineering
- Geomatics
- Geotechnical Engineering & Construction Services
- Landscape Architecture
- **Municipal Planning & Mobility**
- Sports & Events
- Structural Engineering
- Transportation

*"I have worked with Stewart's Municipal Planning & Mobility group in two separate municipalities and they are wonderful to work with. Their responsiveness and accountability is phenomenal. You will not want to work with anyone else after working with them. They are the best in the business."*

- Alicia Gregory  
Management Analyst/  
Town Clerk  
Town of Lillington



## MUNICIPAL PLANNING & MOBILITY

*"Stewart's Municipal Planning & Mobility group approaches each project wanting to learn about the community, and help you find the things that will make your community better – whether it's a streetscape master plan to enhance a downtown area or updates to the zoning code to better serve the community. We chose to bring in Stewart's Municipal Planning & Mobility group due to the firm's responsiveness and ability to see what our needs are to deliver a quality product. When we hire Stewart, they function as an extension to our current staff."*

- David DeYoung  
Economic and  
Community  
Development  
Director, Town of  
Clayton

**Over the past two years alone, the Municipal Planning & Mobility Practice Area has impacted numerous municipalities and counties in the region, in part due to its focus on small to mid-sized communities as well as the firm's emphasis on interdisciplinary collaboration and years of combined experience across planners, urban designers, and engineers.**

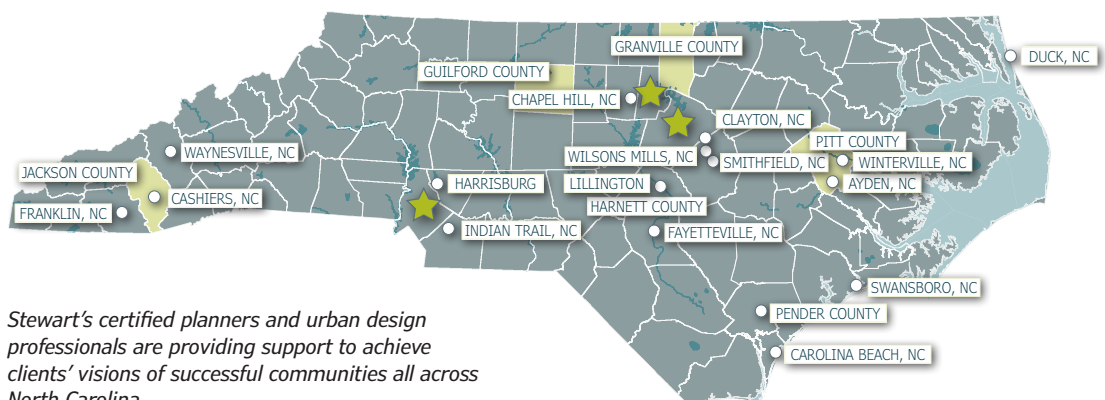
Stewart is guiding the future growth of small to mid-sized communities with its rapidly growing customized planning services. The Municipal Planning & Mobility Group is uniquely positioned to bring intertwined disciplines together, provide a unique data-driven and design-oriented approach that results in stronger and more creative solutions. Projects currently underway include developing comprehensive plans, unified development ordinances, small area plans, growth management plans, and land use plans.

Through these projects, Stewart is making an impact that can be seen throughout the region by providing communities with the tools they need to grow and develop while enhancing the quality of life of for their respective residents.

Stewart emphasizes the importance of building relationships with its clients - even after project completion. The Municipal Planning & Mobility Group provides six months of continuing service following project completion, including addressing questions and providing support as clients navigate their new codes and plans.

Stewart brings together the technical skills of civil engineers, the keen attention to design of landscape architects, and the community vision of planners for each project. This emphasis on interdisciplinary collaboration effectively delivers on the clients' needs and expertly positions the firm to create documents that will guide their future growth. Stewart's Municipal Planning & Mobility group understands the unique challenges and requirements of the communities we serve.

### MUNICIPAL PLANNING & MOBILITY PROJECTS



*Stewart's certified planners and urban design professionals are providing support to achieve clients' visions of successful communities all across North Carolina.*





## SUBCONSULTANTS

### CRAWFORD DESIGN

Crawford Design Company is a multidisciplinary firm offering professional services in the fields of Landscape Architecture, Civil Engineering and Urban Planning. The components of their work are diverse and span all major areas of urban planning including land use, feasibility studies, master planning, and development analysis. To complement their planning services, they provide design and contract management for downtown districts, pedestrian and transportation uses, commercial, office, single- and multi-unit residential, institutional, industrial, and utility infrastructure. Their process takes into consideration specific visual, functional, constructibility, and sustainable elements. Therefore, combined they are used as a guide for the successful completion of a project.



Their main office is located at 116 North Cool Spring Street in **Fayetteville, NC**. The firm was established in 2000 and has a branch in Southern Pines, NC. As a local firm in the downtown district, they are very knowledgeable of all areas within the Fayetteville region to efficiently and professionally provide comprehensive services in conjunction with Stewart.

---

### J. TURNER CONSULTING

J. Turner Consulting, LLC, provides communities with the tools to plan and design healthy, livable, and engaging environments. JTC is a new entity, but the firm honed their skills providing creative and impactful solutions for a broad range of jurisdictions for 25 years.



JTC may lead a project or serve as an integral member of a multidisciplinary team, but ensures the spectrum of economic, social, and sustainability issues are addressed in the highly graphic products JTC provides to cities, towns, and counties. The engaging and informative plans, guidelines, and ordinances are user-friendly and easily understood by an array of stakeholders.

As always, JTC considers building relationships and establishing trust with clients, consultant colleagues, and most importantly the public who allow the firm to plan within their space, to be the most important reason for their success.

**\*\* HUB Certified/ NCDOT MBE Certification Pending**

Prior Project Experience by Jackie Turner at Stewart:

- Swansboro CAMA Land Use Plan, Swansboro, NC
- Cashiers Small Area Plan, Cashiers, NC

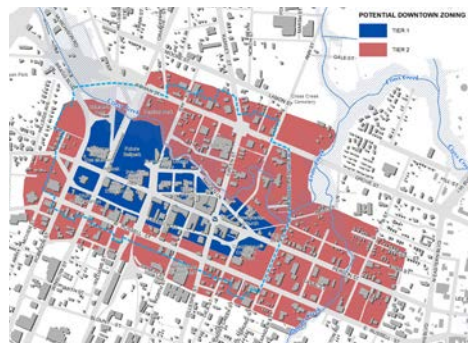


## DOWNTOWN FAYETTEVILLE MASTER PLAN

### MASTER PLANNING



# STEWART



#### PROJECT OVERVIEW

Fayetteville recently created a updated plan for downtown to capitalize on and leverage opportunities resulting from the new ballpark to be opened in Spring 2019.

#### STEWART RESPONSIBILITIES

As a subconsultant to Urban Design Associates of Pittsburgh, Stewart's role was to assist with public engagement including stakeholder interviews and a 3-day charrette. Stewart's in-house team was responsible for review of the current regulatory framework and recommendations for changes that will facilitate downtown development with the character and form to create a vibrant environment. The team also analyzed potential street retrofits to better accommodate bicycles, pedestrians, and issues related to flooding, stormwater, and connections to Cross Creek and the Cape Fear River. Creative ways to detain or control stormwater from runoff and flooding were recommended and can serve as amenities that contribute to the network of urban greenspaces.

#### WHY IS THIS RELEVANT?

This project leverages the existing strengths of Downtown Fayetteville to propose catalytic public investments that will spur private development, while also connecting downtown to the adjacent neighborhoods. Nearby low income neighborhoods and potential for positive synergies were also considered.

#### LOCATION

Fayetteville, NC

#### OWNER

City of Fayetteville  
Urban Design Associates  
(Prime)  
Steve Auterman, AIA, AICP,  
Principal  
3PPG Place, Pittsburgh, PA 15222  
412. 325. 6329  
steve.auterman@  
urbandesignassociates.com

#### DATES

Start: July/August 2018  
Completion: January 2019

#### DISCIPLINES

Master Planning  
UDO Interpretation

#### TEAM

Cindy Szwarcop, AICP  
Principal-in-Charge  
Jake Petrosky, AICP  
Senior Planner  
Jay McLeod, AICP  
Planner/Code Analysis  
Kristy Jackson, AICP  
Project Planner  
Natalie Carmen, EI  
Civil Engineering Intern





## FAYETTEVILLE FUTURE LAND USE MAP

### MUNICIPAL PLANNING



STEWART



#### PROJECT OVERVIEW

In April 2018, 13 area plans were analyzed for the City of Fayetteville. The plans reviewed included the Cumberland County 2010 Land Use Plan and the Cumberland County 2030 Growth Vision Plan. The analysis resulted in a document that inventoried, summarized, and assessed the City's planning efforts from 1987-2013. The information from this new synthesized and updated map will coordinate with the City's overall planning work. The Plan Map will be designed to the City's vision, goals, and objectives for development with a horizon year of 2040.

#### STEWART RESPONSIBILITIES

The Stewart led team will create a new Future Land Use Plan for the City of Fayetteville. The Plan will include a Future Land Use Map, Character Area descriptions, goals and objectives, and associated policies and implementation strategies. GIS analysis, plan review and public involvement will be part of the effort.

#### WHY IS THIS RELEVANT?

This project involves extensive public outreach tailored to specific communities, and actively engages in decision making regarding future growth. Building off of that public feedback, the Land Use Map proposes a realistic path forward that balances preservation of assets with facilitation of new growth. In addition to the I-295 extension, the Murchison Road corridor has already been identified as an area of high improvement potential.

#### LOCATION

Fayetteville, NC

#### CLIENT

City of Fayetteville  
Taurus Freeman  
Planning & Zoning Division  
Manager  
433 Hay Street  
Fayetteville, NC 28301  
910. 433. 1437  
tfreeman@ci.fay.nc.us

#### DATES

Start: February 2019  
Completion: Ongoing

#### DISCIPLINES

Municipal Planning  
Adaptive Reuse  
Data Analysis  
Parks and Conservation Planning  
Public Involvement  
Urban Design

#### TEAM

Cindy Szwarcop, AICP  
Principal-in-Charge  
Jake Petrosky, AICP  
Project Manager  
Jay McLeod, AICP  
Project Planner/GIS/Public  
Involvement  
Will Linville, AICP  
Planner/GIS/Public Involvement

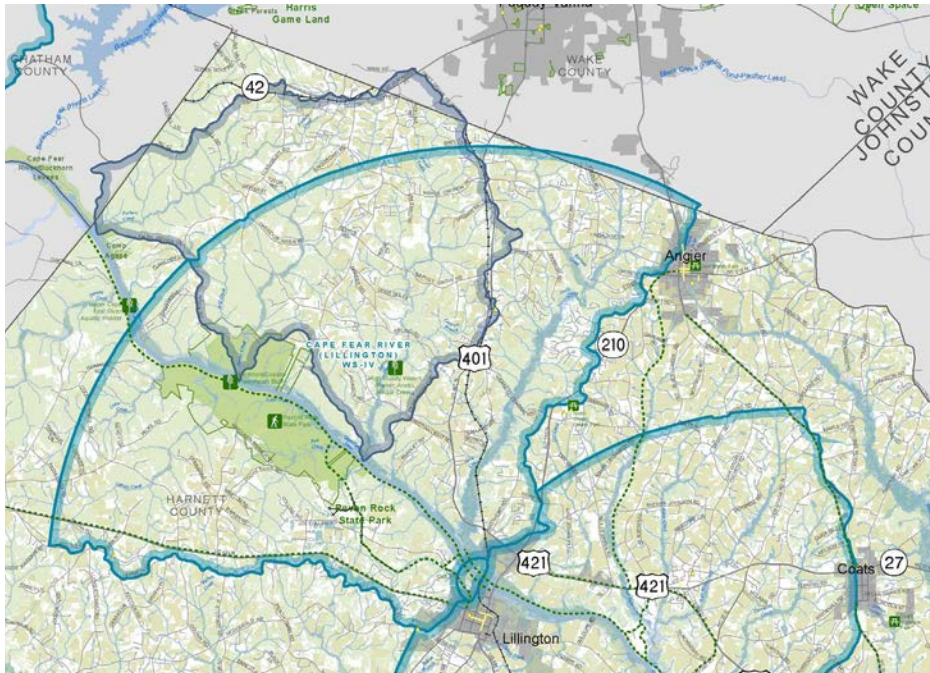


## NW HARNETT COUNTY SMALL AREA PLAN

### SMALL AREA PLAN



STEWART



#### PROJECT OVERVIEW

The study area for the NW Harnett Small Area Plan is 81 square miles and sits on the edge of Fuquay-Varina and a rapidly growing portion of Wake County. The study area remains rural in nature and is experiencing development pressure.

#### STEWART RESPONSIBILITIES

Stewart recently worked with Harnett County and the Town of Angier on a strategic plan for the flourishing area of Northwest Harnett County. The plan included providing guidance on how to accommodate growth while preserving the character of rural areas and historic crossroads communities. Form-based design guidelines were illustrated by Stewart's landscape architects and urban designers and to lay the groundwork for ordinance updates that raise the bar for new development.

#### WHY IS THIS RELEVANT?

This project harnesses GIS-based land suitability mapping, economic analysis, and local knowledge to propose a sustainable development strategy. Like the Shaw Heights community, this study area is unincorporated and its plans must closely coordinate land use policy and infrastructure investments with adjacent municipalities.

#### LOCATION

Harnett County, NC

#### CLIENT

Harnett County  
Jay Sikes  
Manager of Planning Services  
910. 893. 7525  
jsikes@harnett.org

#### DATES

Start: 2018  
Completion: 2019

#### DISCIPLINES

Public Input Process  
Planning  
GIS  
Civil Engineering

#### TEAM

Cindy Szwarcop, AICP  
Principal-in-Charge  
Jake Petrosky, AICP  
Project Manager/Public  
Involvement  
Elizabeth Alley, AICP  
Senior Planner/Public  
Involvement  
Jay McLeod, AICP  
Planner/Public Involvement  
Kristy Jackson, AICP  
Trail Planner  
Ross Massey, PE  
Civil Project Engineer/  
Infrastructure

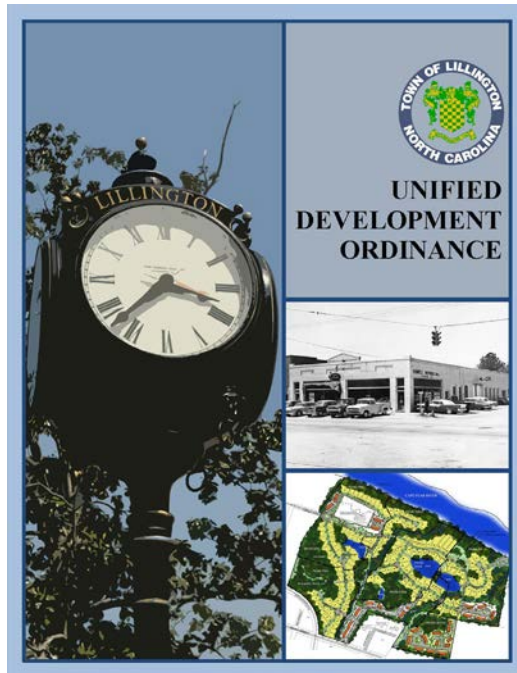


## TOWN OF LILLINGTON UDO

### UNIFIED DEVELOPMENT ORDINANCE



STEWART



#### PROJECT OVERVIEW

Stewart was engaged to prepare a Unified Development Ordinance for the Town of Lillington.

#### STEWART RESPONSIBILITIES

The first phase of this project included the preparation of an assessment of the Town's land development ordinances and an evaluation of how well they were equipped to implement the Town's newly adopted Land Use Plan. Stewart staff identified overarching strengths and weaknesses of the general format, zoning districts, development standards, review procedures and overall user-friendliness of the ordinances. At the conclusion of the assessment report, Stewart prepared an outline and drafted the Town's first Unified Development Ordinance which was successfully adopted in 2017.

#### WHY IS THIS RELEVANT?

This project involved a collaboration between citizens, town staff, advisory boards and elected officials to implement the recommendations of the Town's Land Use Plan. The result was a new UDO that is user-friendly and in conformance with up-to-date planning & development standards.

#### LOCATION

Lillington, NC

#### CLIENT

Town of Lillington  
Marshall Parrish  
Town Planner  
910. 893. 0311

#### DATES

Start: 2016  
Completion: 2017

#### DISCIPLINES

Planning

#### TEAM

Cindy Szwarczkop, AICP  
Principal-in-Charge  
Chad Sary, AICP  
Senior Planner  
Elizabeth Alley, AICP  
Senior Planner  
Will Linville, AICP  
Planner





## LILLINGTON ON-CALL SERVICES

### PLANNING SERVICES



#### PROJECT OVERVIEW

Stewart provides on-call services to Town staff for a variety of planning and administrative services.

#### STEWART RESPONSIBILITIES

Our staff serve as an extension of Town staff and a resource providing services such as general planning and zoning administration, flood damage prevention administration, research and special land use studies, assistance with agendas and staff reports for citizen boards and support to staff with processing rezonings, special use permits, variances, subdivision & site plan applications. In addition, Stewart assists the Town with a grant writing and project management.

#### WHY IS THIS RELEVANT?

As an extension of staff, our team members are able to provide a variety of services to the Town, assisting them in growth management, downtown revitalization, recreational opportunities and general administration.



# STEWART

#### LOCATION

Lillington, NC

#### CLIENT

Town of Lillington  
Alicia Gregory  
102 East Front Street  
Lillington, NC 27546  
agregory@lillingtonnc.org  
910. 893. 0305

#### DATES

Start: 2017  
Completion: Ongoing

#### DISCIPLINES

Master Planning  
Bicycle & Pedestrian Planning  
Conceptual Planning  
Municipal Planning

#### TEAM

Cindy Szwarcop, AICP  
Principal-in-Charge  
Chad Sary, AICP  
Project Manager  
Will Linville, AICP  
Project Planner

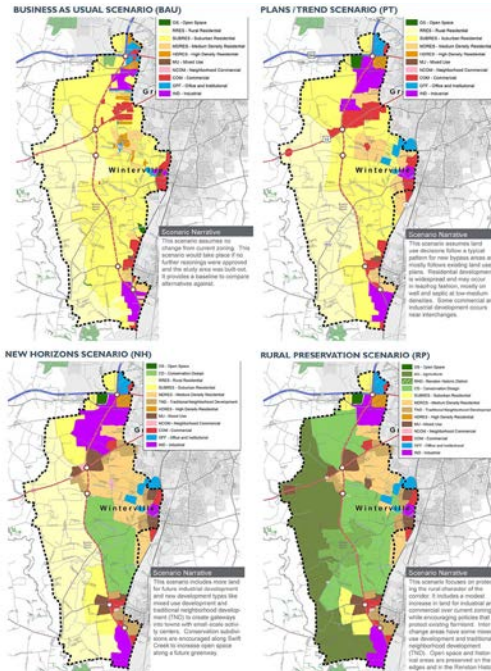


## PITT COUNTY SOUTHWEST BYPASS

### LAND USE PLAN

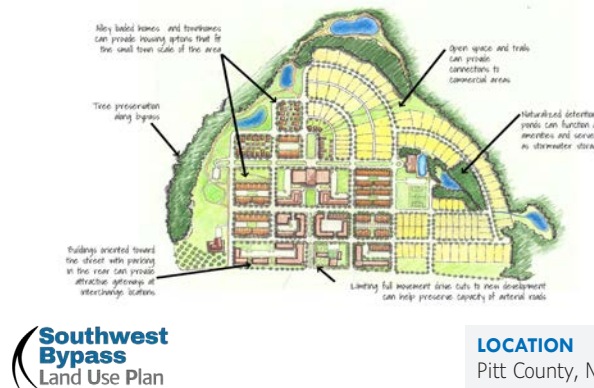


# STEWART



**PERFORMANCE MEASURES**  
A GIS based model was utilized to compare impacts of alternative land use scenarios. The results below show which scenarios perform better or worse than the Business As Usual (BAU) scenario.

	BAU	PT	NH	RP
<b>FISCAL IMPACT</b>				
POTENTIAL FOR COMMERCIAL DEVELOPMENT	●	●	●	●
POTENTIAL FOR INDUSTRIAL DEVELOPMENT	●	●	●	●
SEWER DEMAND IN UTILITY SERVICE AREAS	●	●	●	●



### STEWART RESPONSIBILITIES

Stewart was engaged by Pitt County (in conjunction with Greenville, Ayden, Winterville, and NCDOT) to prepare the Southwest Bypass Corridor Land Use Plan. Pitt County and the surrounding area is experiencing growth in anticipation of the Southwest Bypass. The bypass will improve mobility and alleviate congestion but also presents challenges. Existing land use policy and regulations did not address the type, scale and design of non-residential uses typically associated with a transportation facility of the magnitude of the bypass. The intent of the plan is to help local governments take advantage of development opportunities along the corridor while ensuring that future development is managed appropriately and is compatible with existing communities and long term plans for growth in the County and partner municipalities.

The planning effort included a scenario planning exercise to determine impacts of different land use policies. Stewart created a custom GIS-based forecasting model created using ArcGIS and CommunityViz to provide build-out forecasts for the effort. The preferred scenario will be used as the future land use plan for the county and will inform infrastructure and land use decisions for towns as well. Policy recommendations related to land use, economic development, aesthetics and user experience, natural resources and open space, and infrastructure and transportation will help guide growth and development for the participating jurisdictions for years to come.

### WHY IS THIS RELEVANT?

Similar to the extension of I-295 into northern Fayetteville, this project creates a strategy for communities to evolve in response to the construction of a major transportation corridor. It identifies key locations for expansion and offers policy recommendations to ensure that this growth strengthens the existing community.

### LOCATION

Pitt County, NC

### OWNER

Pitt County  
Eric Gooby, AICP, Senior Planner  
1717 W. 5th Street  
Greenville, NC 27834  
egooby@pittcountync.gov  
252. 902. 3250

### DATES

Start: Fall 2017  
Completion: September 2018

### DISCIPLINES

Public Engagement  
Planning  
GIS  
Civil Engineering

### TEAM

Cindy Szwarcop, AICP  
Principal-in-Charge  
Jake Petrosky, AICP  
Project Manager  
Will Linville, AICP  
GIS  
Elizabeth Alley, AICP  
Senior Planner/Public Involvement  
Jay McLeod, AICP  
Project Planner  
Stephen Faber, PLA  
Landscape Designer  
Ross Massey, PE  
Civil Project Engineer/Infrastructure



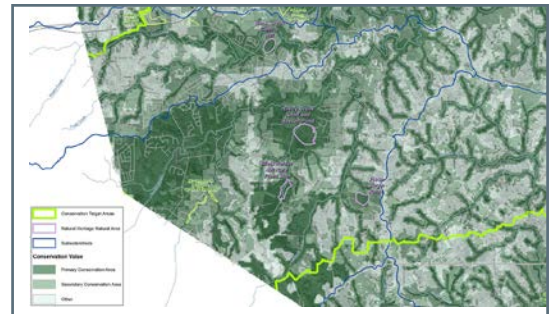
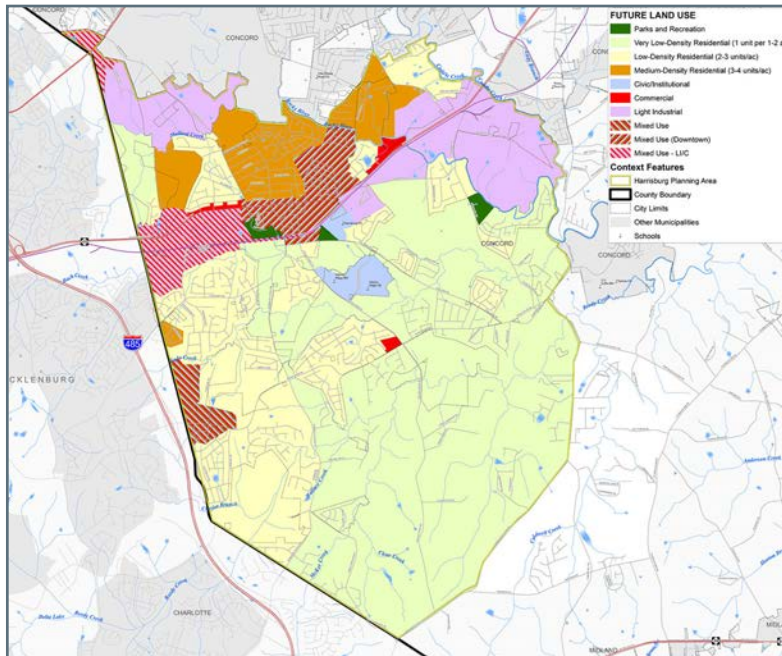


## HARRISBURG AREA LAND USE PLAN

### LAND USE PLAN



STEWART



#### PROJECT OVERVIEW

Stewart worked with the Town of Harrisburg and Cabarrus County on an update to the Harrisburg Area Land Use Plan. Harrisburg is one of the fastest growing communities in the Charlotte Region.

#### STEWART RESPONSIBILITIES

The plan update sought to preserve the family-friendly character of the Town, while reenergizing the Harrisburg Town Center and protecting unique natural areas and agricultural lands in the Reedy Creek Watershed. Stewart's innovative assessment of existing land use and tax base, GIS-based suitability analysis, concept planning, and public involvement activities helped to guide the development of the future land use plan and associated policies. Stewart also led the development of the parks, recreation and natural resource recommendations, bicycle and pedestrian planning, and utility infrastructure plan components.

#### WHY IS THIS RELEVANT?

The HALUP was a joint effort between Cabarrus County and the Town of Harrisburg. The plan included land use, urban design, economic development, parks, and transportation recommendations. The process included public engagement activities that resulted in detailed conceptual designs and policies that balanced development while maintaining community character.

#### LOCATION

Harrisburg, NC

#### OWNER

Town of Harrisburg  
Cabarrus County  
Sushil Nepal, AICP  
Planning and Economic  
Development Director  
Town of Harrisburg  
704. 455. 0709  
snepal@harrisburgnc.org

#### DATES

Start: August 2017  
Completion: June 2018

#### DISCIPLINES

Land Use Planning and Design  
Environmental Planning  
Greenway Planning  
Implementation

#### TEAM

Todd Delk, PE  
Principal-in-Charge  
Jake Petrosky, AICP  
Project Manager  
Will Linville, AICP  
Planner/GIS

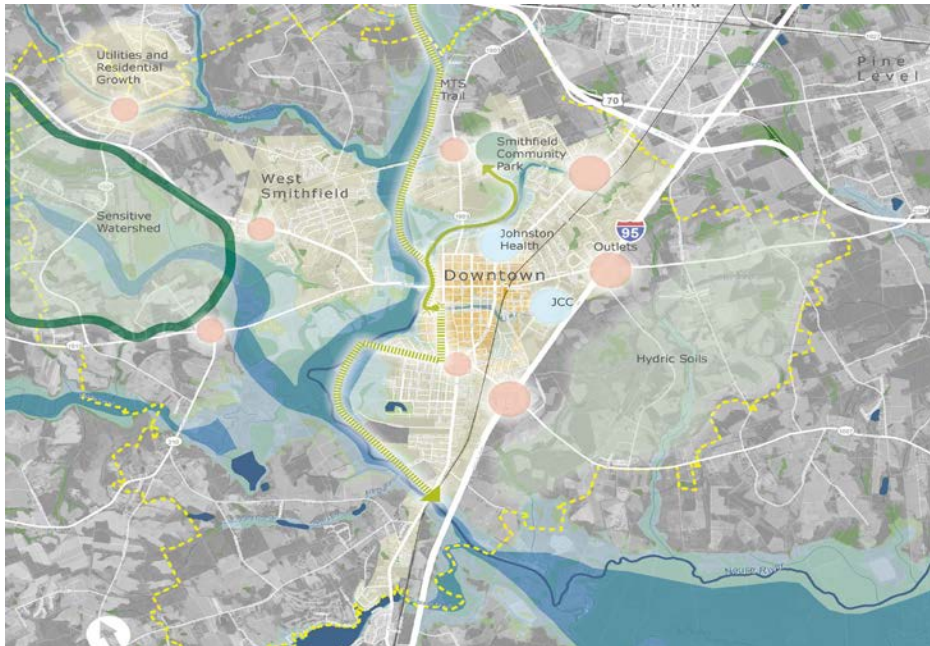


## SMITHFIELD COMPREHENSIVE PLAN

### COMPREHENSIVE PLAN



STEWART



#### PROJECT OVERVIEW

Stewart is currently working on a new Comprehensive Growth Management Plan for the Town of Smithfield.

#### STEWART RESPONSIBILITIES

Stewart is currently working on a new Comprehensive Growth Management Plan for the Town of Smithfield. The plan includes a visioning process with innovative outreach activities like popup meetings at festivals, district conversations, and an interactive *publicinput.com* website. The plan will include a housing and economic analysis, land use suitability analysis, downtown revitalization strategies, conceptual designs, and a focus on tying together land use and infrastructure recommendations, and investment decisions.

A custom GIS-based CommunityViz model was created to assist in the development of land use recommendations. A build-out model allowed the quantification of the residential and non-residential carrying capacity of land within the study area. Existing zoning was compared with alternative future land use policies to understand the economic, fiscal, and environmental impacts.

#### WHY IS THIS RELEVANT?

This project weaves recommendations for land use, mobility, and environmental protection into a holistic view of how strategic investments and tailored policy changes can strengthen struggling neighborhoods via connections to the broader community.

#### LOCATION

Smithfield, NC

#### OWNER

Town of Smithfield  
Stephen Wensman  
Planning Director  
350 E Market Street  
Smithfield, NC 27577  
919. 934. 2116, ext. 1114  
Stephen.wensman@smithfield-nc.com

#### DATES

Start: April 2018  
Completion: April 2019

#### DISCIPLINES

Planning  
Bicycle & Pedestrian  
Public Involvement  
Urban Design  
Landscape Architecture  
Parks and Conservation Planning

#### TEAM

Cindy Szwarcop, AICP  
Principal-in-Charge  
Jake Petrosky, AICP  
Project Manager  
Jay McLeod, AICP  
Project Planner  
Kristy Jackson, AICP  
Project Planner  
Elizabeth Alley, AICP  
Senior Planner  
Stephen Faber, PLA  
Landscape Designer





## CRAWFORD DESIGN

RELEVANT EXPERIENCE



### FRANKLIN COMMONS

MIXED-USE DOWNTOWN DEVELOPMENT | FAYETTEVILLE, NC



#### REFERENCE

Marsha Bryant, Planning  
910. 433. 1416

Developed in the downtown District, Franklin Commons is a unique community of townhomes. Connected to 300 Hay, the entrance plaza from Hay Street invites residents and guests to the area. The project also includes individual garages, pedestrian spaces, and landscaping. Crawford Design's work included master planning, design of all site improvements including landscaping, brick pedestrian walkways, grading, utilities, and parking facilities. The streetscape connected the development to the commercial area. We also prepared all site permit applications and provided construction administration. Close cooperation with the City of Fayetteville Planning office and the Fayetteville Historic Commission was required for a successful project.

### COOL SPRING STREET AREA PLANNING

MIXED-USE DOWNTOWN DEVELOPMENT | FAYETTEVILLE, NC



#### REFERENCE

Marsha Bryant, Planning  
910. 433. 1416

This project involved the transformation of a blighted area into a mixed-use downtown center. Working with the City of Fayetteville through the Downtown Development Corporation, Crawford Design prepared a detailed land use guide, site analysis, feasibility study, alternative concepts, master plan, and probable construction cost estimates to provide new and expanded mixed-use opportunities in the Cool Spring Street area that encompassed approximately 26 acres. Some of the other components of the project include recreational opportunities along the banks of the Blount's Creek, and amenities like nature walks and conservancy areas. A general evaluation of potential environmentally sensitive areas was also required. In addition, Crawford Design provided a detail of all parcels and associated land cost based on tax evaluations.







 **JAY McLEOD** AICP  
Project Manager

 **CINDY SZWARCKOP** AICP  
Principal-In-Charge



**STEWART** Prime Consultant



**CRAWFORD DESIGN**  
Sub Consultant


**Land Planning**



Del Crawford ASLA, LEED AP  
Kevin Lindsay PE

**J. TURNER CONSULTING**  
Sub Consultant

**Public Engagement**



Jackie Turner AICP, LEED AP

**JAY McLEOD** AICP**PROJECT MANAGER | MUNICIPAL PLANNING & MOBILITY****STEWART**

Jay has over eight years of planning experience in long-range, regional, and local/current planning. Originally drawn to biology before pursuing planning, Jay has Master's degrees in both Biology and Urban & Regional Planning. He likes to focus on research and analysis before focusing on achieving desired outcomes through placemaking and public realm enhancement and design. Generating place-sensitive solutions relating to climate resilience and climate planning have become focal areas in recent years. He has coordinated urban and long-range planning projects and is also experienced in ordinance creation and implementation with a focus on progressive and achievable outcomes.

**RELEVANT EXPERIENCE****Downtown Fayetteville Master Plan | Fayetteville, NC**

Planner/Code Analysis | Fayetteville is updating the plan for downtown to capitalize on and leverage opportunities resulting from the new ballpark to be opened in Spring 2019. As a subconsultant to Urban Design Associates of Pittsburgh, Stewart's role is to assist with public engagement including stakeholder interviews and a 3-day charrette. Stewart's in-house team is responsible for review of the current development regulatory framework and recommendations for changes that will facilitate downtown development with the character and form to create a vibrant environment. The team also will analyze issues with Cross Creek and the Cape Fear River which may limit development in some areas. Creative ways to detain or control stormwater from runoff and flooding will be designed as amenities that contribute to the network of urban spaces. Challenges of this project involves innovative and aesthetic stormwater control.

**NW Harnett County Small Area Plan | Harnett County, NC**

Planner/Public Involvement | Stewart is currently working with Harnett County and the Town of Angier on a strategic plan for the rapidly growing area of Northwest Harnett County. The plan will include providing guidance on how to accommodate growth while preserving the character of rural areas and historic crossroads communities. Form-based design guidelines will be illustrated by Stewart's landscape architects and urban designers and will lay the groundwork for ordinance updates that raise the bar for new development.

**Pitt County Southwest Bypass Land Use Plan | Pitt County, NC**

Planner | Pitt County and the surrounding area is experiencing growth in anticipation of the Southwest Bypass. The bypass will improve mobility but also presents challenges. The intent of the plan is to help local governments take advantage of development opportunities along the corridor. The plan will also ensure that future development is managed appropriately and is compatible with existing communities and long term plans for growth in the County and partner municipalities.

**Carolina Beach CAMA Land Use Plan Update | Carolina Beach, NC**

Project Planner | Redevelopment is becoming the rule rather than the norm in Carolina Beach. To prepare for and ensure continuing prosperity, Stewart is facilitating the Town in updating their CAMA (Coastal Area Management Act) Land Use Plan, which guides future land use decisions and policies relating to development, the environment, and other state-mandated requirements. CAMA Land Use Plans are required for coastal counties by the State's Coastal Resource Commission, though most jurisdictions like Carolina Beach also have a plan. The Plan has a number of functions, including regulating development that impacts public environmental resources in coastal communities. The town is driven by three broad interest groups – residents, businesses, and tourism – and finding the balance is key as the community furthers the broader conversation about their collective future vision.

**EDUCATION**

Master of Urban and Regional Planning  
University of Florida  
(two semesters of Landscape Architecture)

Master of Urban Ecology  
University of Louisville

Bachelor of Science in Biology  
Florida State University

**REGISTRATION**

American Institute of Certified Planners #268453

**ORGANIZATIONS**

Conservation Strategies Committee of the Triangle Land Conservancy

**AWARDS**

American Planning Association Florida Chapter (APA FL) 2013 Award of Merit in Neighborhood Planning\*

APA FL, Heart of Florida Chapter, 2013 Award of Merit\*

North American Development Organizations (NADO) 2013 Innovation Award\*

APA FL, Heart of Florida Chapter, 2012 Award of Merit\*

NADO 2012 Innovation Award\*

NADO 2011 Innovation Award\*

\* performed with a previous firm



**CINDY SZWARCOP** AICP  
AVP | PRACTICE LEADER, MUNICIPAL  
PLANNING & MOBILITY

PRINCIPAL-IN-CHARGE



As Practice Leader of the Municipal Planning & Mobility Practice Area, Cindy leads a group of planners, landscape architects, and engineers and is responsible for oversight and management of projects, client development and retention, financial success and profitability, and personnel and general administrative management. She supervises the execution of professional planning activities within the context of the practice area. Cindy is a Certified Planner specializing in land use, demographics, municipal coordination, and public engagement. She uses her skills and experience in project management to deliver highly successful projects.

#### EDUCATION

Master of Urban and Regional Planning, (concentration in Urban Management and Physical Development)  
Virginia Tech

Bachelor of Science in Public Administration and Political Science  
James Madison University

#### REGISTRATION

American Institute of Certified Planners (AICP): #019412

#### RELEVANT EXPERIENCE

- **Downtown Fayetteville Master Plan** | Fayetteville, NC  
Principal-in-Charge
- **Fayetteville Future Land Use Map** | Fayetteville, NC  
Principal-in-Charge
- **NW Harnett County Small Area Plan** | Harnett County, NC  
Principal-in-Charge
- **Town of Lillington Unified Development Ordinance** | Lillington, NC  
Principal-in-Charge
- **Town of Lillington On-Call Planning Services** | Lillington, NC  
Principal-in-Charge
- **Pitt County Southwest Bypass Land Use Plan** | Pitt County, NC  
Principal-in-Charge
- **Harrisburg Area Land Use Plan** | Harrisburg, NC  
Principal-in-Charge
- **Smithfield Comprehensive Plan** | Smithfield, NC  
Principal-in-Charge
- **Carolina Beach CAMA Land Use Plan Update** | Carolina Beach, NC  
Principal-in-Charge



**JAKE PETROSKY** AICP  
PLANNING MANAGER

LAND PLANNING / RESOURCES  
& RECREATION



As Planning Manager, Jake is responsible for Land Use Planning and Urban Design at Stewart. His duties include project management, analysis, conceptual design, and public engagement activities. Jake has 14 years of experience in land use and comprehensive plans, small area plans, multimodal transportation planning, parks, greenways, and environmental planning. He believes in data-driven, design-oriented planning and has a professional and personal interest in well designed, connected places and open spaces and how they can improve quality of life.

#### EDUCATION

Master of Urban Planning  
University of Florida

Bachelor of Community and Regional Planning  
Appalachian State University

#### REGISTRATION

American Institute of Certified Planners (AICP): #026937

#### RELEVANT EXPERIENCE

- **Fayetteville Downtown Master Plan** | Fayetteville, NC  
Senior Planner
- **Fayetteville Future Land Use Map** | Fayetteville, NC  
Project Manager
- **NW Harnett County Small Area Plan** | Harnett County, NC  
Planner, Public Involvement
- **Pitt County Southwest Bypass Land Use Plan** | Pitt County, NC  
Deputy Project Manager
- **Harrisburg Area Land Use Plan Update** | Harrisburg, NC  
Project Manager
- **Smithfield Comprehensive Plan** | Smithfield, NC  
Project Manager
- **Cashiers Small Area Plan** | Cashiers, NC  
Senior Planner
- **Waynesville Comprehensive Land Use Plan** | Waynesville, NC  
Senior Planner
- **Granville County Comprehensive Plan** | Granville County, NC  
Project Team/Planner
- **High Point Downtown Multi-modal Vision Plan\*** | High Point, NC  
Project Manager
- **Plan Chatham: The Chatham County Comprehensive Plan\*** | Chatham County, NC  
Project Manager

\* Denotes work performed prior to joining Stewart





**ELIZABETH ALLEY** AICP  
SENIOR PLANNER

LAND PLANNING



Elizabeth is a planner with over 15 years of public and private sector planning experience. She is passionate about creating a vibrant public realm and engaging the community to develop place-based design decisions. For over a decade, Elizabeth worked on the revitalization of Raleigh, NC as the community underwent the wholesale rewrite of their Comprehensive Plan and creation of a Unified Development Ordinance. By building robust community engagement strategies, and focusing on planning best practices, Elizabeth's work helped guide the turnaround of urban Raleigh, and the thoughtful management of rapid growth during a time of transition from a suburban to urban building model. These award-winning projects have charted a course for sustained success for the community, by focusing not just on land use and transportation but also community facilities, urban form, and greenprint.

#### EDUCATION

Master of City and Regional Planning, with Certificate in American Urbanism  
University of Virginia School of Architecture

Bachelor of Arts in Religious Studies and Sociology  
University of Virginia College of Arts and Science

#### REGISTRATION

American Institute of Certified Planners (AICP) #152288

#### RELEVANT EXPERIENCE

- **NW Harnett County Small Area Plan** | Harnett County, NC  
Senior Planner/Public Involvement
- **Town of Lillington Unified Development Ordinance** | Lillington, NC  
Senior Planner
- **Pitt County Southwest Bypass Land Use Plan** | Pitt County, NC  
Senior Planner/Public Involvement
- **Smithfield Comprehensive Plan** | Smithfield, NC  
Senior Planner
- **Town of Indian Trail Unified Development Ordinance/LDSM** | Indian Trail, NC  
Senior Planner/Public Involvement
- **Carolina Beach CAMA Land Use Plan Update** | Carolina Beach, NC  
Senior Planner
- **Granville County Comprehensive Land Use Plan** | Granville County, NC  
Senior Planner



**STEPHEN FABER** PLA, ASLA  
PROJECT LANDSCAPE ARCHITECT

LAND PLANNING



Stephen has over 10 years of experience across multiple project types. Through research, design, and real estate advisory services, Stephen combines design and strategic planning to drive positive outcomes for clients, users, and the environment in projects of varying scales from residential design to large master-planned communities. Stephen's work includes mixed-use, education, residential, resorts, brownfield reclamation, parks, greenways, and roadway corridors.

#### EDUCATION

Master of Real Estate Development  
Clemson University

Bachelor of Landscape Architecture, minor in Horticulture  
University of Arkansas

#### REGISTRATION

Professional Landscape Architect (PLA): North Carolina #2054

#### RELEVANT EXPERIENCE

- **Pitt County Southwest Bypass Plan** | Pitt County, NC  
Landscape Designer
- **Smithfield Comprehensive Plan** | Smithfield, NC  
Landscape Designer
- **Cashiers Small Area Plan** | Cashiers, NC  
Landscape Designer
- **Waynesville Comprehensive Land Use Plan** | Waynesville, NC  
Landscape Designer
- **Winterville Land Use Plan** | Winterville, NC  
Landscape Designer
- **Downtown Kinston Streetscape** | Kinston, NC  
Landscape Designer
- **Durham Belt Line Trail and Linear Park** | Durham, NC  
Landscape Designer
- **Parkwood Parks and Open Space Comprehensive Plan** | Durham, NC  
Lead Landscape Designer



**ROSS MASSEY** PE  
MANAGER OF CIVIL ENGINEERING

UTILITY &amp; INFRASTRUCTURE



Ross has facilitated design and construction oversight to infrastructure projects including municipal water and wastewater system expansions, hospital and university expansions and additions, development master-planned communities, and mixed-use development. He has extensive experience working with municipalities to evaluate budgetary expenditures, obtain jurisdictional approvals and management of the construction contract process. Ross provides civil engineering oversight and infrastructure analysis for all Stewart planning projects.

#### EDUCATION

Bachelor of Science in Civil Engineering  
North Carolina State University

#### REGISTRATION

Professional Engineer (PE): North Carolina #19779

#### RELEVANT EXPERIENCE

- **NW Harnett County Small Area Plan** | Harnett County, NC  
Civil Project Engineer/Infrastructure
- **Pitt County Southwest Bypass Plan** | Pitt County, NC  
Civil Project Engineer/Infrastructure
- **Granville County Comprehensive Plan** | Granville County, NC  
Civil Project Engineer/Infrastructure
- **Town of Indian Trail Unified Development Ordinance/LDSM** | Indian Trail, NC  
Project Engineer
- **Jackson County Unified Development Ordinance** | Jackson County, NC  
Project Engineer
- **Town of Chapel Hill Design Manual** | Chapel Hill, NC  
Project Engineer



**TODD DELK** PE  
AVP | MOBILITY MANAGER

MOBILITY



With project work spanning traffic impact and capacity studies, corridor planning, and highway safety research, Todd has over 17 years of experience in transportation planning, engineering, and research in public and private practice. His approach involves investigating projects in a multidisciplinary manner in order to evaluate costs and benefits from transportation, land use, safety, and environmental frameworks. Todd's combined background allows him to facilitate a dialogue between engineers and planners during a project and interpret technical data for citizens and local officials during public involvement efforts.

#### EDUCATION

Master of Science in Civil Engineering  
Georgia Institute of Technology

Bachelor of Science in Civil Engineering  
North Carolina State University

Bachelor of Science in Multidisciplinary Studies  
North Carolina State University

#### REGISTRATION

Professional Engineer (PE): North Carolina #31596

#### RELEVANT EXPERIENCE

- **Harrisburg Area Land Use Plan Update** | Harrisburg, NC  
Principal-in-Charge
- **Blount/Person Corridor Bicycle Lane Study and Design** | Raleigh, NC  
Project Manager
- **Estes Drive Bike/Ped Improvements** | Chapel Hill, NC  
Project Engineer
- **Charlotte Uptown Urban Trails** | Charlotte, NC  
Principal
- **Chapel Hill Mobility/Connectivity Plan** | Chapel Hill, NC  
Project Manager
- **Lumley, Westgate, Ebenezer Church Rd Pedestrian Improvements Feasibility Study** | Raleigh, NC  
Principal-in-Charge
- **Various Comprehensive Plans, including Cary, Spring Lake, Clemmons and Southwest Raleigh\***  
Project Manager

\* Denotes work performed prior to joining Stewart



**KRISTY JACKSON** AICP  
MOBILITY PLANNER

MOBILITY



As an everyday bicyclist with an enthusiasm for active transportation, Kristy uses practical experience, planning education, technical know-how, and go-getter attitude to conduct research that reaches decision-makers. She has the ability to design research, manipulate large datasets, and disseminate information that provides explanations to ultimately help answer complex questions about walking and bicycling. She has strong skills in stakeholder facilitation, public outreach, data collection, analytical research, public speaking, and technical writing from her work on a variety of multi-modal projects, studies, and program development.

#### EDUCATION

Master of Urban Planning  
University of Wisconsin, Milwaukee

Bachelor of Science in Biological Aspects of Conservation  
University of Wisconsin, Madison

#### REGISTRATION

American Institute of Certified Planners (AICP): #030659

#### RELEVANT EXPERIENCE

- **Fayetteville Downtown Master Plan** | Fayetteville, NC  
Project Planner
- **NW Harnett County Small Area Plan** | Harnett County, NC  
Trail Planner
- **Smithfield Comprehensive Plan** | Smithfield, NC  
Project Planner
- **Durham Belt Line and Linear Park** | Durham, NC  
Bicycle & Pedestrian Planning
- **Mobility/Connectivity Plan** | Chapel Hill, NC  
Bicycle & Pedestrian Planning
- **Charlotte Uptown Urban Trails** | Charlotte, NC  
Bicycle & Pedestrian Planning
- **Reedy Creek Greenway Alignment** | Cary, NC  
Bicycle & Pedestrian Planning
- **Belews Lake Trail Feasibility Study** | Rockingham County, NC  
Bicycle & Pedestrian Planning
- **Morgan Creek Greenway, Phases I-III** | Chapel Hill, NC  
Bicycle & Pedestrian Planning



**WILL LINVILLE** AICP  
PROJECT PLANNER

MAPPING/GIS



Will is a certified planner with seven years of experience in municipal and county planning. He has expertise in zoning administration, grant writing, historic preservation, public involvement, transportation planning, and the composition of comprehensive and land use plans. His role involves GIS, land use planning, and public involvement. Will has performed mapping and analysis for all of Stewart's planning projects.

#### EDUCATION

Pursuing Master of Urban Design  
University of North Carolina at Charlotte

Bachelor of Science in Geography  
University of North Carolina at Charlotte

#### REGISTRATION

American Institute of Certified Planners (AICP): #256688

#### RELEVANT EXPERIENCE

- **Fayetteville Future Land Use Map** | Fayetteville, NC  
Planner/GIS/Public Involvement
- **Southwestern Cumberland/Northeastern Hoke Multi-Modal Congestion Plan\*** | Cumberland/Hoke County, NC  
Project Manager
- **Southeast Cumberland Land Use Plan\*** | Fayetteville, NC  
Planner
- **Southwest Cumberland/Hope Mills Detailed Land Use Plan\*** | Fayetteville, NC  
Community Engagement
- **Town of Lillington Unified Development Ordinance** | Lillington, NC  
Planner
- **Town of Lillington On-Call Planning Services** | Lillington, NC  
Project Planner
- **Pitt County Southwest Bypass Plan** | Pitt County, NC  
GIS
- **Harrisburg Area Land Use Plan Update** | Harrisburg, NC  
Planner/GIS
- **Waynesville Land Use Plan** | Waynesville, NC  
GIS/Public Engagement

\* Denotes work performed prior to joining Stewart





**DEL CRAWFORD** ASLA, LEED AP  
PRESIDENT / PRINCIPAL

LAND PLANNING



Del is President and Principal of Crawford Design and a registered professional landscape architect with over 36 years of comprehensive experience in both the public and private sectors. He is a member of the ASLA, Fayetteville Home Builders Association and the Fayetteville Downtown Design Committee. Del has an extensive understanding of planning, design, project management, and construction administration including land use, master planning, site layouts, utilities, vehicular and pedestrian adaptability, stormwater conveyance, and landscape plans. During his career, Del has been involved in over 1,600 projects of various sizes and scopes including urban planning, recreational, institutional, residential, retail/commercial, office, medical, and public entities. He is sensitive to the client's objectives and provides services that are functional, meet program needs, and are budget-based.

#### REGISTRATION

LEED Accredited Professional

#### RELEVANT EXPERIENCE

- Fayetteville Future Land Use Map | Fayetteville, NC
- 300 Hay Development and Streetscape | Fayetteville, NC
- Memorial Park and Urban Downtown Development | Lumberton, NC
- Cool Spring Street Area Wide Development Study | Fayetteville, NC
- Town of Hope Mills Multi-Modal Transportation Plan, Land Use | Hope Mills, NC
- Town of Spring Lake Pedestrian Plan | Spring Lake, NC



**KEVIN LINDSAY** PE  
VICE PRESIDENT

LAND PLANNING



Kevin is Vice President of Crawford Design and has over 30 years of experience in the public and private sectors. He is a member of the NC Society of Civil Engineers. His particular expertise is in providing project management, analysis, design, construction administration, and permitting for a wide variety of projects including governmental, multi-use, commercial, office, residential and institutional projects. Kevin has been involved in numerous local and regional analysis and studies of various types and complexities including land use, developments, and utilities.

#### EDUCATION

Master of Civil Engineering  
Vanderbilt University

Bachelor of Science in Civil Engineering  
North Carolina State University

#### REGISTRATION

Professional Engineer (PE): North Carolina

#### RELEVANT EXPERIENCE

- Elliott Bridge Road Regional Utility Study and Site-Specific Land Use | Fayetteville, NC
- Methodist University Campus Wide Utility Study | Fayetteville, NC
- Community Planning | US Army Base, Germany  
Senior Planner/Deputy Base Commander/Engineer



**JACKIE TURNER** AICP, LEED AP  
PRINCIPAL

PUBLIC ENGAGEMENT



After several years managing complex projects, Jackie now serves as Principal of J. Turner Consulting, LLC. From the vantage point of practicing in both public and private sectors, and her expertise in urban planning, environmental, and urban design, she continues to help towns, cities, and counties foster change, manage resources, and realize their visions. Jackie is passionate about creating healthy context-sensitive places while exhibiting a creative flair and environmental sensitivity, reflecting modern design theories.

Jackie is most passionate about engaging communities by informing all residents and stakeholders of the benefits of good planning and design, and empowering them to speak up, know they will be heard, and make informed choices relevant to where they live and work. Jackie brings a level of authenticity, an ability to adapt to diverse communication styles, compassion, and responsiveness not offered equally to all communities. She has led hundreds of workshops, steering committee and stakeholder and staff meetings, and presented before commissions, boards and councils.

She has amassed a list of successful projects based on implementation results from comprehensive and small area plans, downtown revitalization plans, zoning ordinances, and guidelines. Another of Jackie's strengths is the ability to bring together professionals from multiple disciplines to solve complex problems.

#### EDUCATION

Master of Landscape Architecture, University of California, Berkeley

Bachelor of Arts in Environmental Biology, University of Virginia

#### REGISTRATION

American Institute of Certified Planners (AICP)

LEED Accredited Professional



*View from Shaw Heights towards Murchison Road*



*Shaw Heights Baptist Church*



## LAND USE PLAN PROJECT APPROACH

### SCOPE OF SERVICES

Stewart approaches the planning process for the Shaw Heights Land Use Plan update from a community-driven, data-informed approach that solicits and prioritizes local issues and vision. The location of this project necessitates an equity lens as the Shaw Heights area is home to a historically black, lower income community, which has a complicated history with local government and has recently been impacted by the construction of I-295. Our team understands that the plan will guide the decisions affecting infrastructure, physical development, and redevelopment of the existing plan area. Our approach is to ask the right questions that will identify critical issues and lead to exploration of the best solutions.



**Given the current status of House Bill 286 and potential annexation (be it involuntary or voluntary) of the Shaw Heights community into Fayetteville, now is an appropriate time to revisit the Strategic Objectives from the 2008 Land Use Plan and create a more detailed plan for the area that would further investment, redevelopment, and provide a foundation for positive change within the community.**



Our experienced team has a focus on small- to mid-sized local community land use planning with experience in small area plans, land use plans, and the creation of development ordinances. We understand that the Shaw Heights Plan needs to involve a variety of stakeholders, including residents, business owners, the faith-based community, as well as Cumberland County and the City of Fayetteville. The updated plan should create a vision and action plan that balances the need for affordable housing with economic development, builds on place, and directs public and private investment to provide infrastructure, housing, jobs, and opportunities for recreation.

We will work with County staff and an Steering Committee to prepare the plan. Our design-oriented, data-driven, collaborative process has been carefully outlined to ensure that the community informs project objectives and tasks throughout. The project life-cycle consists of four intertwined phases:

#### Phase 1: Project Initiation & Analysis

#### Phase 2: Visioning

#### Phase 3: Plan Development

#### Phase 4: Implementation & Adoption

Our team understands that Cumberland County desires that the Land Use Plan serves as a guiding document which provides a distinct process establishing a path to move forward with a

clear implementation action plan. Using the information gained in the LUP process, the project team will identify key steps that can be taken to bring the Shaw Heights community vision to life through updates to other planning efforts, processes, and projects.

In general, we approach plans as a chance to have a community conversation. We think the best plans are informed by meaningful input from start to finish. Stewart doesn't treat public engagement as a singular project phase but rather an on-going essential component. We will tailor and adapt creative methods to create a sense of buy-in for the stakeholders. Meaningful engagement is associated with benefits such as the cultivation of social networks, increased trust among government, institutions, and community members, and higher rates of successful plan and policy implementation.

#### **Our strategy proposes a mixture of the following public involvement techniques:**

- **Leadership and Stakeholder Interviews** – discuss the issues one-on-one with strategic groups
- **Steering Committee** – a diverse committee composed of members of elected and appointed boards, citizens, business owners, and other key stakeholders is recommended to meet multiple times during the planning process and assist in developing the plan
- **One-day Visioning Workshop** – an on-site design-oriented workshop open to the public to gather input on recommendations and conceptual designs through an iterative process with interactive exercises to indicate preferences for concepts, support for recommendations and projects, and refine a vision for the community
- **Walkabouts** – stakeholders and the consultant team walk the project area to observe real physical opportunities and constraints
- **Surveys** – prepare a survey customized for the community with 24/7 access to ensure a complete cross-section of the citizenry is polled
- **Project Website/Social Media** – provide website updates to staff for County website, Facebook page, Instagram page, and/or Twitter pages.
- **Focus Group Meetings** – targeted meetings with members of the community at key stages in the planning process to guide the development of the plan and associated recommendations
- **Pop-Up Meetings** – go to where community members are already gathering (festivals, civic group meetings, school, and senior events)
- **Community Meeting** – drop-in meeting where draft plan elements will be presented and feedback will be documented to help guide the shape of the plan and priority implementation steps



The team will work closely with County staff to refine the proposed specialized community engagement and outreach to be a road map for engaging citizens given the unique geographic, generational, and demographic characteristics of the study area. We are adept at minimizing frustration and conflicts that may arise and redirecting the energy into resolutions.

An updated vision for the community's next 20 years (divided into short, medium, and long-term timeframes) will be crafted based on feedback received. Public engagement will be critical to identifying and prioritizing goals for the plan, determining the direction of the analysis, and emphasis of the recommendations. The public engagement strategy included in this scope is subject to revision based on staff and steering committee input, but tentatively includes one day of stakeholder interviews, 4 Steering Committee Meetings, a one-day visioning workshop, attendance at a pop-up event, and one community meeting. The phases of the scope of work are described in more detail below.



## PHASE 1: INITIATION & ANALYSIS

Prior to beginning the planning process, our team will meet with County staff to refine the work plan, public engagement process, schedule, communication methods, and other items related to project execution.

### Existing Plan and Document Review/Data Gathering

The team will work with County staff to identify and assemble relevant background documents for review. In addition, we will further familiarize ourselves with the Study Area in this phase to create an existing land-use map through field surveys, County tax parcel files, aerial photos, and Google's street view. Background documents and associated spatial data will be collected from County, State, and Federal agencies as well as private and civic organizations including but not limited to:

- 2008 Shaw Heights Land Use Plan
- Cumberland County Adopted Future Land Use Classifications Map
- Cumberland County Zoning and Subdivision Ordinances
- Relevant FAMPO and NCDOT Studies and Plans

The background documents and maps will be reviewed to assess the implications of the studies and the relevance of recommendations and projects and to ensure that the necessary data is available for study and contribution to the new LUP.

Following preliminary document review and analysis, the Stewart team will engage with staff, stakeholders, the Steering Committee, and elected/appointed officials to help identify key issues to be addressed in the Land Use Plan Update and to better explain the process and expectations.

### Community Profile

The team will complete a thorough inventory and analysis of existing conditions, including but not limited to population, housing stock, local economy, natural areas and natural systems, existing land use, and other relevant topics. This information, once reviewed by the Steering Committee and Staff, will serve as the baseline information for the LUP update process. A "Community Profile", summarizing key facts and figures in a highly graphic and easily understandable format, will be presented to staff and the Steering Committee.

### Mapping

Using field surveys, tax parcel data, aerial photos, GIS files, and other assets we will prepare a series of maps to aid in the understanding of existing conditions. We will also analyze existing land use patterns to determine development trends and establish future land use character areas, which will be useful for determining future land use recommendations.

### Infrastructure Assessment

The project team will meet with the City of Fayetteville and Cumberland County Public Utilities to discuss the potential for serving the study area and to determine if there are any capacity concerns. A multimodal transportation inventory and assessment will also be conducted. It will include a review of documented needs and priority projects across all modes of transportation, including the potential for improved pedestrian and bicycle facilities that have the potential to contribute to economic development.



*Local daycare center in Shaw Heights*

## Community Preference Survey

The team will work with the Steering Committee and County staff to develop a Public Survey to gather feedback from the public regarding development preferences and key issues to be addressed by plan policies, future regulatory efforts, and investment decisions. The survey could include a visual preference component, and questions about goals and priorities, in addition to gathering information about desired future development location or intensification. It should be noted that the survey will be available in both paper and web versions to reach the greatest number of potential respondents.

## Kick-off Meetings:

- **Project Initiation Meeting** – The Project team will hold a project kick-off meeting with staff from Planning & Inspections and other key County departments.
- **Shaw Heights Tours** – The Project Team will tour the project area with staff to document, inventory, and view key areas and features, such as county-owned assets, protected and unprotected natural resource areas, housing, any recently approved developments and areas being considered for development, and utilities and infrastructure. This tour will help the Stewart team understand the current organization and use of the land area.
- **Stakeholder Interviews** – The team will conduct a series of stakeholder interviews (3 to 5 meetings) taking place over the course of one day. We will work with County staff to identify these stakeholders.
- **Steering Committee Meeting** – Review preliminary impressions from previous events and gather input on contents of the public survey (online and paper versions). Listen to Steering Committee member concerns and backgrounds to gain a greater understanding of the community's standing.
- **Public Survey Release – Online and Paper**
- **Staff Coordination briefings via email and/or phone, including:**
  - Identify plan assessment documents
  - Approval of graphical palette and general style
  - Approval of plan elements
  - Electronic document type and format
  - Finalize meeting dates and project schedule

## Phase 1 Deliverables:

- **Data Request** – A formal data request will be provided to allow the release of GIS files and other documents.
- **Plan Review** – A summary of previous planning efforts and adopted policy will be prepared and highlights will be presented to the Steering Committee. Highlights of the plan reviews will also be included in the final plan document.
- **Stakeholder Interview Schedule and Invitation Template** – The Team will develop a schedule and an email invitation

template for staff to use to invite stakeholders to participate in the plan.

- **Website and Meeting Materials** – The Team will be responsible for producing materials for the website, Stakeholder Interviews, Steering Committee Meeting and other meetings.
- **Public Participation Plan** – A matrix of public outreach efforts including meetings, social media, workshops, and Board and elected official presentations.
- **Mapping**
  - Transportation and Infrastructure
  - Utilities
  - Natural Resources
  - Parks, Recreation and Greenways (Existing and Proposed)
  - Existing Land Use Inventory Map
  - Existing Land Supply

## County Staff Role

Provide documents, secure meeting spaces, invite and follow up with steering committee members and stakeholder groups, provide access to County GIS, manage website with content provided by the Stewart Team.

## PHASE 2: VISIONING

### Visioning Workshop

Following the analysis phase, the team will hold a series of meetings with the public and steering committee over the course of one day to establish a framework for the small area plan. It is anticipated that the day would begin with a walking tour, followed by open studio where stakeholders can drop in and provide ideas, then end with a public input session focusing on visioning in the evening.



*Interactive exercises that allow for a balance of structured and informal input result in meaningful direction that can be used to create a framework for a plan and a multi-year playbook for communities.*

## Phase 2 Meetings:

- On-Site one-day visioning workshop
- Steering Committee Meeting
- Monthly Coordination calls with County staff



## Phase 2 Deliverables:

- Community Survey and Results Summary
- Results of the Visioning Workshop
- Draft Small Area Plan Concepts from Workshop
- Preliminary Recommendations
- Meeting/Workshop Materials

## County Staff Role

Advertise and notice the Visioning Workshop, provide refreshments for the public, assist with the facilitation of the workshop, secure meetings spaces, manage website with content provided by the Stewart team.

## PHASE 3: PLAN DEVELOPMENT

The Stewart Team will develop an updated vision statement, goals, policies, and recommendations for each of the agreed upon plan elements based on input from staff, the steering committee, the public, the region, state, and national best practices.

## Land Use Suitability Analysis

Stewart will conduct informal land use suitability analysis to determine the extent that is necessary to inform the LUP Update or future land use map development. A land use suitability analysis can determine areas most suitable for different types of development based on economic, physical, and environmental inputs. Typical inputs include proximity to existing and proposed roadways and utility infrastructure, schools, parks, commercial uses, environmental constraints, etc. Land use suitability analysis is one of the tools that can help inform the Steering Committee as they guide the LUP Update process.



*Land available for development in the Shaw Heights neighborhood*

## Economic Development

To help understand address this potential, the Stewart Team will synthesize the information collected in the Community Profile,

including population, households, building permits, employment, business establishments, wages and income, to create an assessment of the study area's strengths and weaknesses. Ultimately, the economic development strategy will identify new and existing policies and action items that can move the Shaw Heights area towards achieving economic development and land use goals. These may include continuation or elimination of certain projects/programs, City/County partnerships, targeted infrastructure upgrades or extensions, and identification of potential partnering opportunities with other private and/or public organizations.

## Utilities

Our analysis and recommendations will address capacity and constraints as it relates to potential growth and redevelopment of the Shaw Heights area. A framework for public and privately funded utility infrastructure improvements will be prepared to ensure it is "right-sized" to accommodate the community's goals and the type of growth that is envisioned as part of the land use element of the plan. Recommended initiatives will be prioritized to inform future capital funding.

## Transportation

While we work with the public to determine the future of the Shaw Heights area, future growth and development will increase the demand placed on the existing public rights-of-way. Our transportation approach will take a high-level view of the existing transportation mobility and accessibility network that includes observations of all modes of transportation. Through visioning and community input, a needs assessment, and a review of planned and recently completed transportation projects, we will develop a set of policy recommendations and transportation improvement projects.

## Phase 3 Meetings:

- Steering Committee Meeting
- Monthly coordination calls with County staff

## Phase 3 Deliverables:

- Draft Land Use Plan elements including:
  - Land Use Policies or Strategies
    - Future Land Use Concept Map
  - Utility Policies and/or Strategies
  - Transportation Policies and/or Strategies
  - Economic Development Policies and/or Strategies
  - Open Space, Natural Resource, and Parks Policies and/or Strategies
  - Other policies and/or strategies identified in Phase 1 and 2
- Meeting Materials





### County Staff Role

Advertise and notice meetings, secure meeting space, manage website with content provided by the Stewart Team, host additional meetings as determined necessary.

## PHASE 4: IMPLEMENTATION AND ADOPTION

### Implementation Strategies

The implementation strategies are short, medium, and long-term action steps created to achieve the specific goals identified in the new Land Use Plan over the next 15 - 20 years. The implementation strategies will:

- Define the actions/recommendations, by Plan element
- Prioritize the activities (short-term, medium, and long-term)
- Link actions to a responsible party
- Be measurable
- May identify potential funding sources

### Plan Document

The Project Team, in collaboration with County staff, will prepare and submit a draft Shaw Heights Land Use to County staff and the Steering Committee for review. Following this review, the draft document will be posted on the County website for public comment. Staff and the project team also will conduct a community open house to reveal the full plan. All comments received from staff, the Steering Committee, and the public will be catalogued, and responses made. This careful tracking of comments will allow the Stewart Team to identify common themes in feedback/comments for discussion with staff and elected/appointed officials during the review and public hearing process. The draft document will be revised and amended as appropriate.

### Plan Adoption

The Stewart Team will attend up to two meetings to present and discuss the Final Plan. Following the meetings, a final set of plan documents in printed and electronic format will be provided to the County.

### Phase 4 Meetings:

- Steering Committee Meeting
- Public Meeting (up to two meetings to present and discuss the Final Land Use Plan)

### Phase 4 Deliverables:

- Community Open House meeting materials
- PowerPoint presentation of final plan highlights
- One bound and one unbound copy of the final document
- An electronic copy, formatted and indexed for easy download from a website, will also be provided.
- All documents will be provided in both digital and hard copy.

The digital formats will be as follows:

- Text in its original software and PDF
- Spreadsheets - MS Excel
- Databases - MS Access
- Mapping Products - ArcView format

### County Staff Role

Advertise and notice meetings and open house, assist with the facilitation of the open house, secure meeting spaces, manage website with content provided by the Stewart team, host additional meetings as determined necessary.

### Training and Continuing Service


The Stewart Team will conduct one half-day training session for County staff. As part of our Continuing Service promise, we will be available by phone or email for a period of 6 months following plan adoption to assist staff with questions. This continuing service is included in our base fee and is not an additional line item cost.



*Neighborhood within the Shaw Heights community*










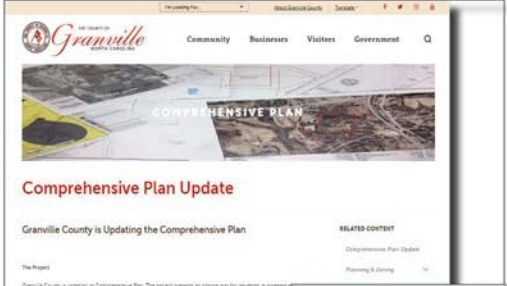
As part of Phase 1, the Stewart Team will coordinate with County staff and the Steering Committee to develop a public involvement plan that utilizes a variety of engagement methods including traditional, informal, and online techniques to encourage a broad spectrum of input.



**Community Conversations**

- Interviews
- Workshop / Charette
- Walking Tour
- Online / Social Media
- Survey
- Focus Group Meetings
- Pop-up Events
- Community Meeting





**COMMUNITY ENGAGEMENT**



## PROJECT SCHEDULE

We anticipate the following schedule for development and adoption of the Shaw Heights Land Use Plan:

	TASK	2019					
		May	Jun	Jul	Aug	Sep	Oct
LAND USE PLAN	<b>1 - Project Initiation &amp; Analysis</b>						
	Plan Assessment/Data Gathering						
	Kickoff Meeting, Stakeholder Interviews						
	Mapping & Analysis						
	Community & Infrastructure Assessment						
	Community Survey						
	<b>2 - Visioning</b>						
	Visioning Workshop						
	<b>3 - Plan Development</b>						
	Policy Recommendations						
	Draft Land Use Plan						
	<b>4 - Implementation/Adoption</b>						
	Implementation Strategies						
	Plan Document						
	Plan Adoption						

Task

Subtask

Steering Committee

Public Meeting

## AVAILABILITY

Prior to deciding to submit our qualifications for this project, we evaluated our Stewart Planning backlog and available manpower and determined that the Shaw Heights Land Use Plan Update fits well with our current workload. Our team is confident that we can complete this project within six months (dependent upon the extent of public engagement selected by the Client) and are immediately available upon Notice to Proceed to start this important project.



### PROJECT BUDGET

We anticipate the following cost for development and adoption of the Shaw Heights Land Use Plan:

PHASE	DESCRIPTION	COST
1	Project Initiation & Analysis	\$5,500
2	Visioning	\$9,800
3	Plan Development	\$11,200
4	Implementation/Adoption	\$7,800
	<b>TOTAL</b>	<b>\$34,300</b>
OPTIONAL TASKS	DESCRIPTION	COST
2A	Additional Engagement Meetings	\$2,000 per meeting
	<b>TOTAL WITH OPTIONAL TASKS</b>	

\* cost of optional tasks varies based on scope



Recently renovated home in the Shaw Heights neighborhood.

**ATTACHMENT B: EXECUTION OF PROPOSAL****EXECUTION**


In compliance with this Request for Proposals (RFP), and subject to all the conditions herein, the undersigned Vendor offers and agrees to furnish and deliver any or all items/services upon which prices are proposed. By executing this proposal, the undersigned Vendor certifies that this proposal is submitted competitively and without collusion, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible from covered transactions by any Federal or State department or agency. Furthermore, the undersigned Vendor certifies that it and its principals are not presently listed on the Department of State Treasurer's Final Divestment List as per NCGS 147-86.55-69.

The potential Contractor certifies and/or understands the following by placing an "X" in all blank spaces:

- X   The County has the right to reject any and all proposals or reject specific proposals with deviated/omitted information, based on the County's discretion if the omitted information is considered a minor deviation or omission. The County will not contact Vendors to request required information/documentation that is missing from a proposal packet. Additionally, if the County determines it is in its best interest to do so, the County reserves the right to award to one or more vendors and/or to award only a part of the services specified in the RFP.
- X   This proposal was signed by an authorized representative of the Contractor.
- X   The potential Contractor has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.
- X   All labor costs associated with this project have been determined, including all direct and indirect costs.
- X   The potential Contractor agrees to the conditions as set forth in this RFP with no exceptions.
- X   Selection of a contract represents a preliminary determination as to the qualifications of the Vendor. Vendor understands and agrees that no legally binding acceptance offer occurs until the Cumberland County Board of Commissioners, or its designee, executes a formal contract and/or purchase order.
- X

Therefore, in compliance with the foregoing RFP, and subject to all terms and conditions thereof, the undersigned offers and agrees to furnish the services for the prices quoted within the timeframe required.

**Failure to execute/sign Proposal prior to submittal shall render the Proposal invalid and it WILL BE REJECTED.**

VENDOR: Stewart		
STREET ADDRESS: 223 S. West, Suite 1100	P.O. BOX:	ZIP: 27603
CITY & COUNTY & ZIP: Raleigh, Wake, North Carolina, 27603	TELEPHONE NUMBER: 919.380.8750	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #10):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR: Michael E. Krannitz, PE		FAX NUMBER: 919.380.8752
VENDOR'S AUTHORIZED SIGNATURE: 	DATE: 3/29/19	EMAIL: mkrannitz@stewartinc.com

## ATTACHMENT D: CERTIFICATION OF FINANCIAL CONDITION

Name of Vendor: Stewart

The undersigned hereby certifies that: [check all applicable boxes]

- ☒ The Vendor is in sound financial condition and, if applicable, has received an unqualified audit opinion for the latest audit of its financial statements.

Date of latest audit: Review complete for 12/31/18

- ☒ The Vendor has no outstanding liabilities, including tax and judgment liens, to the Internal Revenue Service or any other government entity.

- ☒ The Vendor is current in all amounts due for payments of federal and County taxes and required employment-related contributions and withholdings.

- ☒ The Vendor is not the subject of any current litigation or findings of noncompliance under federal or County law.

- ☒ The Vendor has no findings in any past litigation, or findings of noncompliance under federal or County law that may impact in any way its ability to fulfill the requirements of this Contract.

- ☒ He or she is authorized to make the foregoing statements on behalf of the Vendor.

**Note:** This is a continuing certification and Vendor shall notify the Contract Lead within 15 days of any material change to any of the representations made herein.

**If any one or more of the foregoing boxes is NOT checked, Vendor shall explain the reason in the space below:**

---

Rebecca Ackerson 3/28/19  
Signature Date

Rebecca Ackerson Controller  
Printed Name Title

**[This Certification must be signed by an individual authorized to speak for the Vendor]**







**OFFICE OF THE TAX ADMINISTRATOR**

**MEMORANDUM FOR THE AGENDA OF THE MAY 9, 2019**  
**AGENDA SESSION**

**TO: BOARD OF COUNTY COMMISSIONERS**

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

**DATE: 5/9/2019**

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

**Requested by: AMY H. CANNON, COUNTY MANAGER**

**Presenter(s): JOSEPH R. UTLEY, JR., TAX ADMINISTRATOR**

**BACKGROUND**

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

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

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

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

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

The final scores were as follows:

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

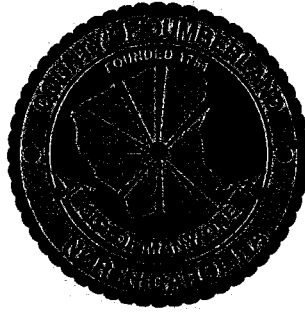
### **RECOMMENDATION / PROPOSED ACTION**

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

### **ATTACHMENTS:**

Description	Type
RFP #0719-AA	Backup Material
Vendor Score Sheets	Backup Material





# CUMBERLAND ★ COUNTY ★ NORTH CAROLINA

## RFP #0719-AA REQUEST FOR PROPOSALS

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

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

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

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

Amy Kinlaw  
Chief of Assessment and Collections

# **I. NOTICES TO PROPOSERS**

## **1. General**

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

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

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

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

All proposals must be firm and not subject to increase.

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

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

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

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

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

## **3. Public Records**

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

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

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

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

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

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

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

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

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

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

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



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

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

## **7. Basis of Award**

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

# **II. INSTRUCTIONS TO PROPOSERS**

## **1. Introduction**

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

## **2. RFP Response Submissions**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **1.2 Responsibilities of the Vendor**

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

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

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

### **1.3 Responsibilities of County**

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



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

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

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

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

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

#### IV. CONTRACT TERMS AND CONDITIONS

1. **E-Verify Compliance:** Per N.C.G.S. 143-133.3“E-VERIFY. Proposer shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if the proposer utilizes a subcontractor, the Proposer shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.
2. **Iran Divestment Act:** Proposer hereby certifies that it is not on the North Carolina State Treasurer’s list of persons engaging in business activities in Iran, prepared pursuant to NCGS 147-86.58, nor will Proposer utilize on this agreement any subcontractor on such list. This list, along with additional information about the Iran Divestment Act, is available on the Treasurer’s Office site at <https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-Divestment-Act-Resources.aspx>.
3. **Divestment from Companies that Boycott Israel:** Proposer hereby certifies that it is not on the North Carolina State Treasurer’s list of companies engaged in a boycott of Israel in violation of NCGS 147-86.80 et. seq. and that it will not utilize on this agreement any subcontractor on said list.”
4. **Contract Period:** The services of the proposer shall begin no earlier than July 1, 2019, and continue through June 30<sup>th</sup>, 2021 with up to two (2) one year extensions provided that either party shall have the right to terminate the Agreement for services upon (30) thirty days’ notice in writing to the other party.
5. **Default and Termination:** Contractor may be found in default of contract if services are not performed to the degree of quality and frequency so stated herein.
6. **Invoicing Instructions:** Contractor will invoice the County thirty (30) days from the date of a discovery letter, no discovery letter, or other letter as directed by the County, informing the taxpayer of the audit findings, payable within 15 days following billing date, with breakdown of services by work submitted. Send invoices to: Cumberland County Tax Administration, 117 Dick Street, PO Box 449, Fayetteville, NC 28302.
7. **Authority to Transact Business:** Pursuant to N.C.G.S. Chapter 55 Article 15 entitled Foreign Corporations, the successful bidder must have on file with the Secretary of State of the State of North Carolina a Certificate of Authority to transact business in this state.
9. **Proprietary Rights:** County agrees that the proprietary rights to the computer database and spreadsheet systems that the Contractor has developed for auditing Business Personal Property Tax Listings will remain the property of the Contractor.
10. **General:**
  - A. Contracts awarded will be governed by the laws of the State of North Carolina.
  - B. Contracts awarded are not assignable, by either party, by operation of law or otherwise.

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

## **ATTACHMENT A**

### **PROPOSAL EXECUTION**

**Proposers:**

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

**PLEASE NOTE THE FOLLOWING:**

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

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

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

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

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

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

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

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



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

**PROPOSAL EXECUTION AND SIGNATURE**

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

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Authorized Signature (Notarized)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Street Address (P.O. Box)

\_\_\_\_\_  
Federal Identification No.

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Email Address

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me \_\_\_\_\_  
(name)

to me personally known, being duly sworn, did execute the foregoing proposal, and did so state that

he/she was properly authorized by \_\_\_\_\_  
(Company name)

to execute the proposal and did so on his/her free act and deed.

**SEAL**

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

## ATTACHMENT B

### MINIMUM INSURANCE REQUIREMENTS

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

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

## ATTACHMENT C

### COMPENSATION FEES

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

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



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

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



**FINANCE OFFICE**

**MEMORANDUM FOR THE AGENDA OF THE MAY 9, 2019  
AGENDA SESSION**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: VICKI EVANS, FINANCE DIRECTOR**

**DATE: 4/30/2019**

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

**Requested by: AMY CANNON, COUNTY MANAGER**

**Presenter(s): VICKI EVANS, FINANCE DIRECTOR**

**BACKGROUND**

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

**RECOMMENDATION / PROPOSED ACTION**

Staff recommends forwarding this item to the full Board of Commissioners for approval as a Consent Agenda item at the May 20, 2019 Regular Meeting with the following action:

Approval of the Fiscal Year 2019 Audit Contract with Cherry Bekaert LLP in the amount of \$118,750.

**ATTACHMENTS:**

Description	Type
FY2019 Cherry Beakert audit contract	Backup Material

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

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

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

*Hereinafter referred to as Auditor*

for	Fiscal Year Ending 06/30/19	Audit Report Due Date 10/31/19
-----	--------------------------------	-----------------------------------

*Must be within four months of FYE*

hereby agree as follows:

1. The Auditor shall audit all statements and disclosures required by U.S. generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit(s). The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business- type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types).
2. At a minimum, the Auditor shall conduct his/her audit and render his/her report in accordance with GAAS. The Auditor shall perform the audit in accordance with *Government Auditing Standards* if required by the State Single Audit Implementation Act, as codified in G.S. 159-34. If required by OMB *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and the State Single Audit Implementation Act, the Auditor shall perform a Single Audit. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit performed under the requirements found in Subpart F of the Uniform Guidance (§200.501), it is recommended that the Auditor and Governmental Unit(s) jointly agree, in advance of the execution of this contract, which party is responsible for submission of the audit and the accompanying data collection form to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512).

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



**FEES FOR AUDIT SERVICES**

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

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

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

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

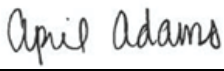
**PRIMARY GOVERNMENT FEES**

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

**DPCU FEES (if applicable)**

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

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

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

**GOVERNMENTAL UNIT**

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

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

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

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

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

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

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

**DISCRETELY PRESENTED COMPONENT UNIT**

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

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

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

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

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

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

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

PRINT



**FINANCE OFFICE**

**MEMORANDUM FOR THE AGENDA OF THE MAY 9, 2019  
AGENDA SESSION**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: AMANDA BULLARD, PURCHASING MANAGER**

**DATE: 4/25/2019**

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

**Requested by: AMY CANNON, COUNTY MANAGER**

**Presenter(s): VICKI EVANS, FINANCE DIRECTOR**

**BACKGROUND**

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

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

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

**RECOMMENDATION / PROPOSED ACTION**

Staff recommends forwarding this item to the full Board of Commissioners for approval as a Consent Agenda item at the May 20, 2019 Regular Meeting with the following action:

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





## **ENGINEERING AND INFRASTRUCTURE DEPARTMENT**

### **MEMORANDUM FOR THE AGENDA OF THE MAY 9, 2019** **AGENDA SESSION**

**TO: BOARD OF COUNTY COMMISSIONERS**

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

**DATE: 4/29/2019**

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

**Requested by: AMY H. CANNON, COUNTY MANAGER**

**Presenter(s): ALLAN J. RIDDLE, PE, ASSISTANT COUNTY ENGINEER**

#### **BACKGROUND**

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

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

## **RECOMMENDATION / PROPOSED ACTION**

The Engineering and Infrastructure Director and County Management recommend that the proposed actions below be placed on the May 20<sup>th</sup> Board of Commissioners agenda and the Bragg Estates Water and Sewer District agenda as a consent item:

1. Execute Easement No. DACA21-2-19-0022 with the Department of the Army, Corps of Engineers, for the construction of the Bragg Estates Sanitary Sewer System.
1. Approve payment for easement in the amount of \$7,340.

## **ATTACHMENTS:**

Description	Type
Easement Maps	Backup Material
Easement Document	Backup Material

## Exhibit A

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

### PERMANENT SEWER EASEMENT No. 1

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

### TEMPORARY CONSTRUCTION EASEMENT No. 2

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

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

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

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

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

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

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



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

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

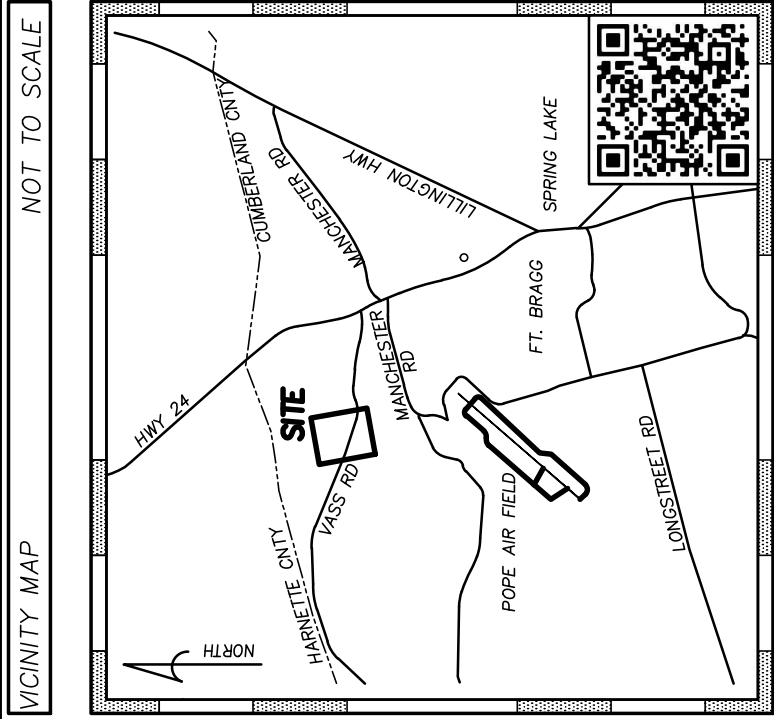
Commence at the NGS concrete monument "U 2519 CB" PID AJ8063 (NAD83(2011) N:491532.42 E:1996637.89); thence North 00°58'46" East, 35016.49 feet to a one half inch open top iron pin found at the intersection of the northern right-of-way of Vass Road (Highway 390) and the western right-of-way of the abandoned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

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

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

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

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



State of North Carolina  
County of Cumberland

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

State of North Carolina  
County of Cumberland

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

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

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

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

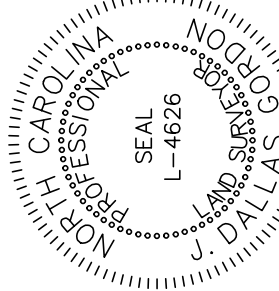
- NOTES:**
- Field work completed: February 29, 2016  
Office work completed: September 20, 2016
  - All coordinates shown are Horizontal Datum: NAD83(2011)  
Vertical Datum: NAVD83 (Geoid2X)
  - Areas computed by coordinate method.
  - Property shown hereon is subject to all right-of-ways, easements,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

**SURVEYOR'S CERTIFICATIONS:**

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

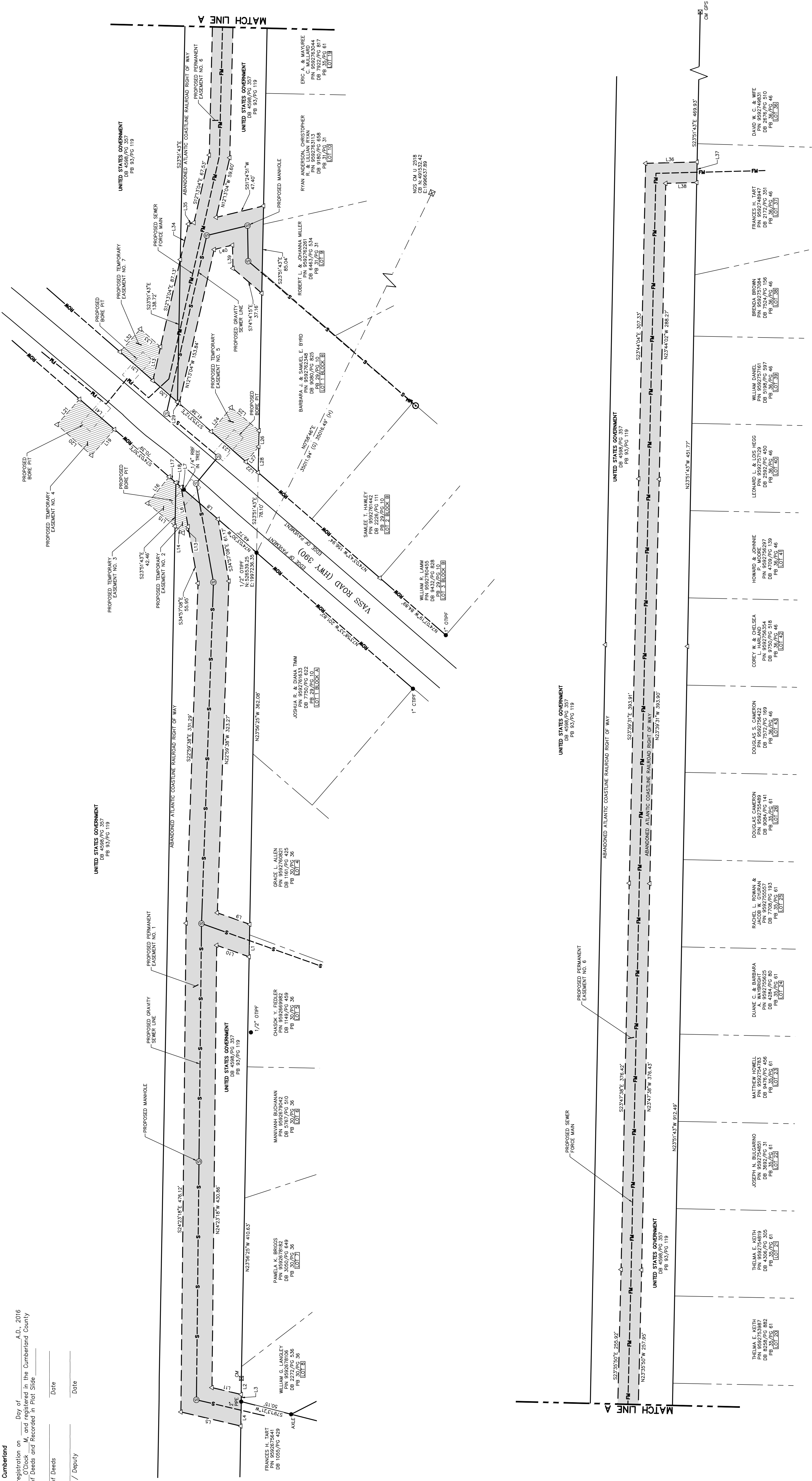
I further certify that this is a survey for a proposed sewer line and sewer force main easement.

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



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

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



LINE TABLE		
LINE	BEARING	DISTANCE (ft)
L29	S73°53'12"E	2.28'
L30	S73°53'12"E	31.80'
L31	S73°53'12"E	42.39'
L32	S16°59'44"W	29.86'
L33	N73°20'16"W	26.14'
L34	S12°13'04"E	35.50'
L35	S51°24'51"W	5.58'
L36	S83°11'08"W	501.45'
L37	N23°51'43"W	20.02'
L38	N63°51'08"E	30.16'
L39	S28°10'10"E	22.59'
L40	N61°24'51"E	18.33'
L41	S74°03'30"E	45.01'

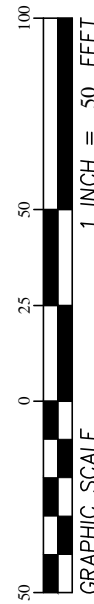
LINE TABLE		
LINE	BEARING	DISTANCE (ft)
L29	S73°53'12"E	2.28'
L30	S73°53'12"E	31.80'
L31	S73°53'12"E	42.39'
L32	S16°59'44"W	29.86'
L33	N73°20'16"W	26.14'
L34	S12°13'04"E	35.50'
L35	S51°24'51"W	5.58'
L36	S83°11'08"W	501.45'
L37	N23°51'43"W	20.02'
L38	N63°51'08"E	30.16'
L39	S28°10'10"E	22.59'
L40	N61°24'51"E	18.33'
L41	S74°03'30"E	45.01'

LINE TABLE		
LINE	BEARING	DISTANCE (ft)
L29	S73°53'12"E	2.28'
L30	S73°53'12"E	31.80'
L31	S73°53'12"E	42.39'
L32	S16°59'44"W	29.86'
L33	N73°20'16"W	26.14'
L34	S12°13'04"E	35.50'
L35	S51°24'51"W	5.58'
L36	S83°11'08"W	501.45'
L37	N23°51'43"W	20.02'
L38	N63°51'08"E	30.16'
L39	S28°10'10"E	22.59'
L40	N61°24'51"E	18.33'
L41	S74°03'30"E	45.01'

LINE TABLE		
LINE	BEARING	DISTANCE (ft)
L29	S73°53'12"E	2.28'
L30	S73°53'12"E	31.80'
L31	S73°53'12"E	42.39'
L32	S16°59'44"W	29.86'
L33	N73°20'16"W	26.14'
L34	S12°13'04"E	35.50'
L35	S51°24'51"W	5.58'
L36	S83°11'08"W	501.45'
L37	N23°51'43"W	20.02'
L38	N63°51'08"E	30.16'
L39	S28°10'10"E	22.59'
L40	N61°24'51"E	18.33'
L41	S74°03'30"E	45.01'

LINE TABLE		
LINE	BEARING	DISTANCE (ft)
L29	S73°53'12"E	2.28'
L30	S73°53'12"E	31.80'
L31	S73°53'12"E	42.39'
L32	S16°59'44"W	29.86'
L33	N73°20'16"W	26.14'
L34	S12°13'04"E	35.50'
L35	S51°24'51"W	5.58'
L36	S83°11'08"W	501.45'
L37	N23°51'43"W	20.02'
L38	N63°51'08"E	30.16'
L39	S28°10'10"E	22.59'
L40	N61°24'51"E	18.33'
L41	S74°03'30"E	45.01'

EASEMENT TABLE		
PERMANENT EASEMENT NO. 1	TEMPORARY EASEMENT NO. 2	TEMPORARY EASEMENT NO. 3
ACRES	ACRES	ACRES
28.91	0.656	722
TEMPORARY EASEMENT NO. 4	TEMPORARY EASEMENT NO. 5	TEMPORARY EASEMENT NO. 6
ACRES	ACRES	ACRES
1.334	0.031	1.691
TEMPORARY EASEMENT NO. 7	TEMPORARY EASEMENT NO. 8	TEMPORARY EASEMENT NO. 9
ACRES	ACRES	ACRES
1.018	0.023	34.513
TEMPORARY EASEMENT NO. 10	TEMPORARY EASEMENT NO. 11	TEMPORARY EASEMENT NO. 12
ACRES	ACRES	ACRES
0.009	0.017	1.506
TEMPORARY EASEMENT NO. 13	TEMPORARY EASEMENT NO. 14	TEMPORARY EASEMENT NO. 15
ACRES	ACRES	ACRES
0.035	0.035	0.792



**McGill**  
A S S O C I A T E S  
ENGINEERING-PLANNING-FINANCE  
3 REDBONE LANE, SUITE A, INDEPENDENCE, NC 28749 PH: 810-364-0199 BR: 810-364-0199

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

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

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

**1. TERM**

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

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

**2. CONSIDERATION**

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

**3. NOTICES**

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



**4. AUTHORIZED REPRESENTATIVES**

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

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

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

**6. APPLICABLE LAWS AND REGULATIONS**

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

**7. CONDITION OF PREMISES**

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

**8. INSPECTION AND REPAIRS**

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

**9. PROTECTION OF GOVERNMENT PROPERTY**

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

**10. RIGHT TO ENTER**

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

**11. TRANSFERS AND ASSIGNMENTS**

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

**12. INDEMNITY**

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

**13. SUBJECT TO EASEMENTS**

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

**14. RELOCATION OF FACILITIES**

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

**15. TERMINATION**

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

**16. SOIL AND WATER CONSERVATION**

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

**17. ENVIRONMENTAL PROTECTION**

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

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

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

**18. RECORD OF ENVIRONMENTAL CONSIDERATION**

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

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

**19. HISTORIC PRESERVATION**

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

**20. NON-DISCRIMINATION**

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

**21. RESTORATION**

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

**22. DISCLAIMER**

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

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

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

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



and the following provisions.

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

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

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

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

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

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

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

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

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

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

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

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

(iii) The rate or rates of wages paid.

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

(v) Any deductions made; and

(vi) Total wages paid.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

(b) Paid sick leave.

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

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

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

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

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

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

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

(g) Recordkeeping.

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

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

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

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

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

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

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

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

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

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

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

(i) Certification of Eligibility.

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

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

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

**(j) Interference/Discrimination.**

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

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

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

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

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

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



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

**25. SPECIAL CONDITIONS**

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

**{Signature Pages to Follow}**

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

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

\_\_\_\_\_  
Witness

\_\_\_\_\_

\_\_\_\_\_  
Witness

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

**BRAGG ESTATES WATER AND  
SEWER DISTRICT**

\_\_\_\_\_  
Witness

\_\_\_\_\_

\_\_\_\_\_  
Witness

## CORPORATE CERTIFICATE

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

**BRAGG ESTATES WATER AND SEWER  
DISTRICT**

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

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

(AFFIX SEAL)

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

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

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

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

(Seal)

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

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

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

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

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

(Seal)

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





## **ENGINEERING AND INFRASTRUCTURE DEPARTMENT**

### **MEMORANDUM FOR THE AGENDA OF THE MAY 9, 2019** **AGENDA SESSION**

**TO: BOARD OF COUNTY COMMISSIONERS**

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

**DATE: 5/1/2019**

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

**Requested by: AMY H. CANNON, COUNTY MANAGER**

**Presenter(s): ALLAN J. RIDDLE, PE, ASSISTANT COUNTY ENGINEER**

#### **BACKGROUND**

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

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

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

The Engineering and Infrastructure Director and County Management recommend that the proposed action below be placed on the May 20<sup>th</sup> Board of Commissioners agenda as a consent item:

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

**ATTACHMENTS:**

Description

Contract Proposal

Type

Backup Material



400 Patetown Rd  
Goldsboro, NC 27530

P: 919.734.8400  
F: 919.731.7538

5-1-2019 Revised

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

RE: Landscape Parking Lot Slope Stabilization Construction Proposal

Mr. Brown,

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

Equipment, labor, and materials are included for:

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

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



400 Patetown Rd  
Goldsboro, NC 27530

P: 919.734.8400  
F: 919.731.7538

#### Allowances

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

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

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

Grand Total with Allowances \$260,000

#### Exclusions:

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

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

Sincerely,

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

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



## **ENGINEERING AND INFRASTRUCTURE DEPARTMENT**

### **MEMORANDUM FOR THE AGENDA OF THE MAY 9, 2019** **AGENDA SESSION**

**TO: BOARD OF COUNTY COMMISSIONERS**

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

**DATE: 4/29/2019**

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

**Requested by: AMY H. CANNON, COUNTY MANAGER**

**Presenter(s): ALLAN J. RIDDLE, PE, ASSISTANT COUNTY ENGINEER**

#### **BACKGROUND**

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

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



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

**RECOMMENDATION / PROPOSED ACTION**

The Engineering and Infrastructure Director and County Management recommend that the proposed action below be placed on the May 20<sup>th</sup> Board of Commissioners agenda as a consent item:

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

**ATTACHMENTS:**

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



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

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

May 1, 2019

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

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

Dear Mr. Brown,

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

Please call if you have questions or comments.

Sincerely,

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



## Bid Tabulation Form

Crown Coliseum ADA Modifications

Cumberland County

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

Engineer's Project Number: 19-12

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

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



5/01/19

John Kells, PE, SE

Date

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



## **ENGINEERING AND INFRASTRUCTURE DEPARTMENT**

### **MEMORANDUM FOR THE AGENDA OF THE MAY 9, 2019** **AGENDA SESSION**

**TO: BOARD OF COUNTY COMMISSIONERS**

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

**DATE: 4/29/2019**

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

**Requested by: AMY H. CANNON, COUNTY MANAGER**

**Presenter(s): ALLAN J. RIDDLE, PE, ASSISTANT COUNTY ENGINEER**

#### **BACKGROUND**

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

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

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

The Engineering and Infrastructure Director and County Management recommend that the proposed action below be placed on the May 20<sup>th</sup> Board of Commissioners agenda as a consent item:

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

**ATTACHMENTS:**

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





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

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

April 29, 2019

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

Re: Partial Roof Replacement at Cumberland County Detention Center

Mr. Brown,

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

The estimated total budget for the project is as follows:

Roof Replacement:

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

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

FLEMING & ASSOCIATES, P.A.

Offered By:   
Stephen Fleming, PE, RRC, REWC

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

Date: 4/29/2019

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

**STATE OF NORTH CAROLINA  
COUNTY OF CUMBERLAND**

**SERVICE AGREEMENT**

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

WITNESSETH

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

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

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

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

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

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

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

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

The ENGINEER has completed all services required.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**ATTEST**

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

Clerk to the Board of Commissioners

**COUNTY**

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

Jeanette M. Council, Chairman to the Board

**ATTEST**

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

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

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

Steve Fleming

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

Approved for Legal Sufficiency  
COUNTY ATTORNEY'S OFFICE

\_\_\_\_\_  
MELISSA CARDINALI

County Finance Office

\_\_\_\_\_  
( ) Renewable      ( ) Nonrenewable

Expiration Date:





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

### **MEMORANDUM FOR THE AGENDA OF THE MAY 9, 2019** **AGENDA SESSION**

**TO: BOARD OF COUNTY COMMISSIONERS**

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

**DATE: 5/9/2019**

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

**Requested by: AMY CANNON, COUNTY MANAGER**

**Presenter(s): CANDICE H. WHITE, CLERK TO THE BOARD**

### **BACKGROUND**

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

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

### **RECOMMENDATION / PROPOSED ACTION**

Staff recommends the proposed action below be placed on the May 20 Board of Commissioners agenda as a

consent agenda item:

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

**ATTACHMENTS:**

Description	Type
Draft Policy 9-1: Internal Policy Setting Minimum Retention Periods for Records with the Disposition Instruction “Destroy When Administrative/Reference Value Ends”	Backup Material

# DRAFT

## Cumberland County

### Section I – Board Approved Policies

#### Subsection 9: Records Retention and Disposition Schedules

##### **Policy No. 9-1: Internal Policy for Setting Minimum Retention Periods for Records with the Disposition Instruction “*Destroy When Administrative/Reference Value Ends*”**

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

#### **1.0 PURPOSE**

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

#### **2.0 SCOPE**

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

#### **3.0 STATEMENT**

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

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

#### **4.0 IMPLEMENTATION**

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



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

### **MEMORANDUM FOR THE AGENDA OF THE MAY 9, 2019** **AGENDA SESSION**

**TO: BOARD OF COUNTY COMMISSIONERS**

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

**DATE: 5/9/2019**

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

**Requested by: AMY CANNON, COUNTY MANAGER**

**Presenter(s): CANDICE H. WHITE, CLERK TO THE BOARD**

### **BACKGROUND**

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

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

### **RECOMMENDATION / PROPOSED ACTION**

Staff recommends the proposed action below be placed on the May 20 Board of Commissioners agenda as a

consent agenda item:

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

**ATTACHMENTS:**

Description

Type

2019 General Records Schedule for Local Government Agencies

Backup Material



# RECORDS RETENTION AND DISPOSITION SCHEDULE

## GENERAL RECORDS SCHEDULE FOR LOCAL GOVERNMENT AGENCIES



Issued By:



NC DEPARTMENT OF  
NATURAL AND CULTURAL RESOURCES

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

March 1, 2019

## CONTENTS

<a href="#">Approval</a> .....	i
<b>Front Matter</b>	
<a href="#">Executive Summary</a> .....	ii
<a href="#">Managing Public Records in North Carolina</a> .....	iii
<a href="#">Audits, Litigation, and Other Official Actions</a> .....	vi
<a href="#">Transitory Records</a> .....	vii
<a href="#">Legend for Records Schedule</a> .....	ix
<b>Records Retention and Disposition Schedule</b>	
<a href="#">Standard 1: Administration and Management Records</a> .....	1
<a href="#">Standard 2: Budget, Fiscal, and Payroll Records</a> .....	18
<a href="#">Standard 3: Geographic Information Systems Records</a> .....	30
<a href="#">Standard 4: Information Technology Records</a> .....	37
<a href="#">Standard 5: Legal Records</a> .....	43
<a href="#">Standard 6: Personnel Records</a> .....	50
<a href="#">Standard 7: Public Relations Records</a> .....	67
<a href="#">Standard 8: Risk Management Records</a> .....	71
<a href="#">Standard 9: Workforce Development Records</a> .....	75
<b>Appendix</b>	
<a href="#">Destruction of Public Records</a> .....	76
<a href="#">Sample Destructions Log</a> .....	77
<a href="#">Electronic Records: E-mail, Born Digital Records, and Digital Imaging</a> .....	78
<a href="#">Geospatial Records</a> .....	80
<a href="#">Microfilm</a> .....	82
<a href="#">Disaster Assistance</a> .....	84
<a href="#">Staff Training</a> .....	85
Request Forms	
<a href="#">Request for Change in Records Schedule</a> .....	86
<a href="#">Request for Disposal of Unscheduled Records</a> .....	87
<a href="#">Request for Disposal of Original Records Duplicated by Electronic Means</a> .....	88
<a href="#">File Plan</a> .....	89
<a href="#">Index</a> .....	90

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

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

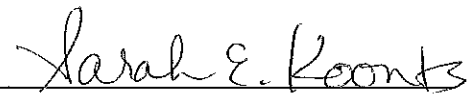
All local government agencies and the Department of Natural and Cultural Resources agree that certain records series possess only brief administrative, fiscal, legal, research, and reference value. These records series have been designated by retention periods that allow these records to be destroyed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

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

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

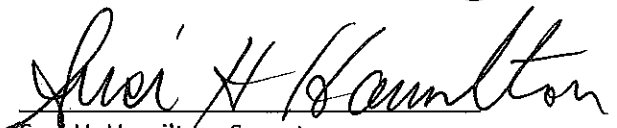
### APPROVAL RECOMMENDED

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

  
Sarah E. Koonts, Director  
Division of Archives and Records

### APPROVED

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

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

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

## EXECUTIVE SUMMARY

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

## MANAGING PUBLIC RECORDS IN NORTH CAROLINA

---

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

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

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

---

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

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

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

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

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

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

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

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

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

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

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

- A.** The *General Statutes of North Carolina*, Chapter 132, provides this definition of public records:
- “Public record” or “public records” shall mean all documents, papers, letters, maps, books, photographs, films, sound recordings, magnetic or other tapes, electronic data-processing records, artifacts, or other documentary material, regardless of physical form or characteristics, made or received pursuant to law or ordinance in connection with the transaction of public business by any agency of North Carolina government or its subdivisions. Agency of North Carolina government or its subdivisions shall mean and include every public office, public officer or official (State or local, elected or appointed), institution, board, commission, bureau, council, department, authority or other unit of government of the State or of any county, unit, special district or other political subdivision of government.



---

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

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

“Every custodian of public records shall permit any record in the custodian’s custody to be inspected and examined at reasonable times and under reasonable supervision by any person, and shall, as promptly as possible, furnish copies thereof upon payment of any fees as may be prescribed by law. ... No person requesting to inspect and examine public records, or to obtain copies thereof, shall be required to disclose the purpose or motive for the request.”

---

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

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

---

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

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

---

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

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

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

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

Examples of records with these characteristics:

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

---

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

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

---

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

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

---

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

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

---

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

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

---

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

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

---

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

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

---

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

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

---

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

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

## AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION

---

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

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

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

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

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

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

## TRANSITORY RECORDS

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

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

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

---

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

- A.** Routing slips and transmittal sheets adding no information to that contained in the transmitted material have minimal value after the material has been successfully transmitted. These records may be destroyed or otherwise disposed of after receipt of the material has been confirmed.
- Similarly, “while you were out” slips, memory aids, and other records requesting follow-up actions (including voicemails) have minimal value once the official action these records are supporting has been completed and documented. Unless they are listed on the General Schedule for State Agency Records or your office’s Program Records Retention and Disposition Schedule, these records may be destroyed or otherwise disposed of once the action has been resolved.

---

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

- A.** Drafts and working papers are materials, including notes and calculations, gathered or created to assist in the creation of another record. All drafts and working papers are public records subject to all provisions of General Statute § 132, but many of them have minimal value after the final version of the record has been approved, and may be destroyed after final approval, if they are no longer necessary to support the analysis or conclusions of the official record. Drafts and working documents which may be destroyed after final approval include:
- Drafts and working papers for internal and external policies
  - Drafts and working papers for internal administrative reports, such as daily and monthly activity reports
  - Drafts and working papers for internal, non-policy-level documents, such as informal workflows and manuals; and

---

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

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

---

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

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

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

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

## LEGEND FOR RECORDS SCHEDULE

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



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

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

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

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

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

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

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

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

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

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

Sample records series title and description with cross-reference included

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



**STANDARD 1: ADMINISTRATION AND MANAGEMENT RECORDS**

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

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


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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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


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

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

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

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

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

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

1


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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

1

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

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

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

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

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

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

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

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



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

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

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

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

2

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

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

# 2019 LOCAL GOVERNMENT AGENICES GENERAL RECORDS RETENTION AND DISPOSITION SCHEDULE





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

2

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

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

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

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

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

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

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

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

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



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

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



# 2019 LOCAL GOVERNMENT AGENICES GENERAL RECORDS RETENTION AND DISPOSITION SCHEDULE




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

2

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

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

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


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

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

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


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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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


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



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


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

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

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



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

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

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


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

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

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

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

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

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

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

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

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

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

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

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

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

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



**STANDARD 5: LEGAL RECORDS**

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

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

5

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

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

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


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

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

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

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



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

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

5

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

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

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

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

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

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

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

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




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

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

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


**STANDARD 6: PERSONNEL RECORDS**

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

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


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

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

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


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

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

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

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

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

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

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




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

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

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



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



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



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

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

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


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

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

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


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

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

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


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

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

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

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



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

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

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


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



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


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

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

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

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

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

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


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

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

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


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

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

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

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

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

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

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

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



**STANDARD 7: PUBLIC RELATIONS RECORDS**

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

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

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

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

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

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

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

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

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

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

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

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

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


**STANDARD 8: RISK MANAGEMENT RECORDS**

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

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

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

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

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

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

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



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

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

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

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

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

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

**STANDARD 9: WORKFORCE DEVELOPMENT RECORDS**

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

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

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

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

## DESTRUCTION OF PUBLIC RECORDS

---

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

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

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

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

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

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

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

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

---

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

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

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

---

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

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



## Destructions Log

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

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

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

---

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

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

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

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

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

---

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

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

---

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

- A.** The best practice is to avoid using personal resources, including private e-mail accounts, for public business. G.S. § 132-1 states that records “made or received pursuant to law or ordinance *in connection with the transaction of public business* by any agency of North Carolina government or its subdivisions” are public records (emphasis added). The fact that public records reside in a personal e-mail account is irrelevant.

---

### ***Q. We have an imaging system. Are we required to keep the paper?***

- A.** You may scan any record, but you will need to receive approval from the Government Records Section in order to destroy paper originals that have been digitized. Your agency must develop an electronic records policy and then submit a Request for Disposal of Original Records Duplicated by Electronic Means. You can find these templates in the Digital Imaging section of the State Archives of North Carolina website (<https://archives.ncdcr.gov/government/digital-records/digital-records-policies-and-guidelines#digital-imaging>). Contact a Records Management Analyst for further instructions on how to develop a compliant electronic records policy.

**Permanent records** must have a security preservation copy as defined by State Archives of North Carolina’s **Human-Readable Preservation Duplicate Policy** (G.S. § 132-8.2):



Preservation duplicates shall be durable, accurate, complete and clear, and such duplicates made by a photographic, photo static, microfilm, micro card, miniature photographic, or other process which accurately reproduces and forms a durable medium for so reproducing the original shall have the same force and effect for all purposes as the original record whether the original record is in existence or not. ... Such preservation duplicates shall be preserved in the place and manner of safekeeping prescribed by the Department of Natural and Cultural Resources.

**The preservation duplicate of permanent records must be either on paper or microfilm.**

**Non-permanent records** may be retained in any format. You will need to take precautions with electronic records that you must keep more than about 5 years. Computer systems do not have long life cycles. Each time you change computer systems, you must convert all records to the new system so that you can assure their preservation and provide access.

---

***Q. Computer storage is cheap. Can I just keep my computer records permanently?***

- A.** The best practice is to destroy all records that have met their retention requirements, regardless of format.

---

***Q. What are the guidelines regarding the creation and handling of electronic public records?***

- A.** There are numerous documents available on the State Archives of North Carolina website (<https://archives.ncdcr.gov/government/digital-records/digital-records-policies-and-guidelines>). Topics covered include shared storage, cloud computing, e-discovery, trustworthy digital public records, digital signatures, e-mail, social media, text messages, websites, digital imaging, metadata, file formats, database indexing, and security backups.

Note that e-mail, text messages, and social media should be handled according to their content. Therefore, this schedule does not include a records series that instructs you on how to handle one of these born-digital records by format; instead of focusing on how the information is disseminated, consider what content is contained in the e-mail, text message, or social media post. For instance, an e-mail requesting leave that is sent to a supervisor should be kept for 1 year (see **LEAVE RECORDS**, page 58, item 24).

## GEOSPATIAL RECORDS

---

### ***Q. Why should geographic information system (GIS) datasets be retained and preserved?***

- A.** Geospatial records are public records and need to be retained and preserved based on their legal, fiscal, evidential and/or historical value according to an established retention schedule. Local agencies involved in GIS operations should work with the State Archives of North Carolina in order to appraise, inventory, and preserve their geospatial records according to established best practices and standards to insure both their short- and long-term accessibility.

Due to the complexity and transitory nature of these records, geospatial records retention and long-term preservation is a community-wide challenge. GIS files have become essential to the function of many local agencies and will continue to frequently be utilized in agency decision-making processes in the near and far future. Accessibility of GIS records over time has legal, fiscal, practical, and historical implications. The availability of GIS records can help safeguard the local government's legal and fiscal accountability and aid agencies in conducting retrospective and prospective studies. These studies are only possible when essential data from the past are still available.

---

### ***Q. What GIS datasets should be preserved by local governments?***

- A.** The following types of geospatial records have been designated as having archival value:
- Parcel data
  - Street centerline data
  - Corporate limits data
  - Extraterritorial jurisdiction data
  - Zoning data, address points
  - Orthophotography (imagery)
  - Utilities
  - Emergency/E-911 themes

---

### ***Q. How often should we capture the datasets retained for their legal, fiscal, evidential or historical value?***

- A.** Consult the retention schedule for frequency of capture. The frequency of capture is based on the significance of the record as well as its alterability.

---

### ***Q. What data formats, compression formats, and media should be used to preserve the data?***

- A.** Archiving practices should be consistent with North Carolina Geographic Information Coordinating Council (GICC) approved standards and recommendations. (Examples: Content Standards for Metadata; Data Sharing Recommendations). Consult the GICC website at <http://www.ncgicc.com/>

You should also comply with guidelines and standards issued by the State Archives of North Carolina, which are available on its website.

---

**Q.    *Who should be responsible for creation and long-term storage of archived data?***

- A.**    The creating agency, NCOneMap, and the State Archives of North Carolina may all have responsibility for archiving data. If you choose to upload your data to NCOneMap, consult with your county's GIS department to determine whether data will be uploaded by your agency or by the whole county. If you choose not to upload your data to NCOneMap, your agency must comply with standards (for metadata, file naming, data sharing, and long term preservation) and procedures adopted by the North Carolina Geographic Information Coordinating Council.

## MICROFILM

---

### ***Q. Why do you still use microfilm?***

- A.** Microfilm is a legally acceptable replacement for original records, as outlined in G.S. § 8-45.1 and § 153A-436. Microfilm can be read with nothing more sophisticated than a magnifying glass, and there is no software to keep current. Usually, deterioration in the film itself can be detected by visual inspection. The State Archives of North Carolina provides a publication, *Micrographics: Technical and Legal Procedures*, on our website. It explains the four groups of national standards for the production of archival quality microfilm:

- manufacture of raw film
- filming methods
- processing (developing) film
- storage methods

That publication also provides sample forms, targets, and procedures that you or your vendor can use in producing film of your records.

---

### ***Q. What film services do you provide?***

- A.** The Department of Natural and Cultural Resources provides microfilming services for minutes of major decision-making boards and commissions. We will also film records of adoptions for Social Services agencies. Once those records are filmed, we will store the silver negative (original) in our security vault. Contact the Records Management Analyst in charge of microfilm coordination for the most current information.

---

### ***Q. How do I get my minutes filmed?***

- A.** We have two processes to film minutes. First, you can send photocopies of your approved minutes to us in the mail. Simply include a copy of the **Certification of the Preparation of Minutes for Microfilming** form (available online at the [State Archives of North Carolina website](#)) with each shipment. For more detailed instructions, contact a Records Management Analyst.

Alternately, you can bring us your original books. We will film them and return them to you. This process is most useful when you have more minutes to film than you are willing to photocopy. It is important to remember that a representative of your office or ours must transport the original books in person so that the custody of the records is maintained. You should not mail or ship your original minutes. Call a Records Management Analyst to make arrangements for an appointment for your books to be filmed. We will make every effort to expedite the filming so that your books will be returned to you as quickly as possible.

---

### ***Q. What if I need my books while they are being filmed?***

- A.** Call the Raleigh Office at (919) 814-6900, and ask for the Records Management Analyst in charge of microfilm coordination.

---

### ***Q. Can I send you my minutes electronically?***

- A.** We are working on standards and procedures for an electronic transfer system for minutes. Please contact the Records Management Analyst in charge of microfilm coordination for more information.

---

### ***Q. I have some old minutes that are not signed. Can they still be filmed?***

- A.** If the only copy you have available is unsigned, and you use it as the official copy, we will film it.

---

***Q. What if my books are destroyed after they have been filmed?***

- A.** Call a Records Management Analyst who will help you make arrangements to purchase copies of the microfilm from our office. You can then send those reels to a vendor who can either make new printed books or scan the film to create a digital copy.

## DISASTER ASSISTANCE

---

### ***Q. What should I do in case of fire or flood?***

- A.** Secure the area, and keep everyone out until fire or other safety professionals allow entry. Then, call our Raleigh office at (919) 814-6903 for the Head of the Government Records Section or (919) 814-6849 for the Head of the Collections Management Branch. If you're in the western part of the state, call our Asheville Office at (828) 296-7230 extension 224. On nights and weekends, call your local emergency management office.

#### ***DO NOT ATTEMPT TO MOVE OR CLEAN ANY RECORDS.***

Damaged records are extremely fragile and require careful handling. Our staff are trained in preliminary recovery techniques, documenting damage to your records, and authorizing destruction of damaged records. Professional vendors can handle larger disasters.

---

### ***Q. What help do you give in case of an emergency?***

- A.** We will do everything we can to visit you at the earliest opportunity in order to provide hands-on assistance. We can assist you in appraising the records that have been damaged so that precious resources (and especially time) are not spent on records with lesser value. We can provide lists of professional recovery vendors that you can contact to preserve your essential and permanent records.
- 

### ***Q. What can I do to prepare for an emergency?***

- A.** We provide training on disaster preparation that includes a discussion of the roles of proper inventories, staff training, and advance contracts with recovery vendors. If you would like to have this workshop presented, call a Records Management Analyst.
- 

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

- A.** Essential records are records that are necessary for continuity of operations in the event of a disaster. There are two common categories of records that are considered essential:
- **Emergency operating records** – including emergency plans and directives, orders of succession, delegations of authority, staffing assignments, selected program records needed to continue the most critical agency operations, as well as related policy or procedural records.
  - **Legal and financial rights records** – these protect the legal and financial rights of the Government and of the individuals directly affected by its activities. Examples include accounts receivable records, Social Security records, payroll records, retirement records, and insurance records. These records were formerly defined as "rights-and-interests" records.

Essential records should be stored in safe, secure locations as well as duplicated and stored off-site, if possible.



## STAFF TRAINING

---

### ***Q. What types of workshops or training do you offer?***

**A.** We have a group of prepared workshops that we can offer at any time at various locations throughout the state. Contact a Records Management Analyst if you are interested in having one of the workshops presented to your agency. We will work with you directly to develop training suited to your specific needs. Our basic workshops are:

- Managing public records in North Carolina
- Scanning/digital imaging
- Disaster preparedness and recovery
- Confidentiality
- Organizing paper and digital files
- E-mail
- Digital communications

---

### ***Q. Will you design a workshop especially for our office?***

**A.** Yes, we will. Let a Records Management Analyst know what type of training you need.

---

### ***Q. Are workshops offered only in Raleigh?***

**A.** No, we will come to your offices to present the workshops you need. We have no minimum audience requirement. We will also do presentations for professional associations, regional consortiums, and the public.

---

### ***Q. Is there a fee for workshops?***

**A.** Not at this time.

---

### ***Q. Are the workshops available in an online format?***

**A.** Not at this time. However, there are several online tutorials available on the State Archives of North Carolina website, including managing public records, electronic records, and scanning.



## Request for Change in Local Government Records Schedule

Use this form to request a change in the records retention and disposition schedule governing the records of your agency. Submit the signed original and keep a copy for your file. A proposed amendment will be prepared and submitted to the appropriate state and local officials for their approval and signature. Copies of the signed amendment will be sent to you for insertion in your copy of the schedule.

### AGENCY INFORMATION

Requestor name

Location and Agency [e.g., County/Municipality + Department of Social Services]

Phone and email

Mailing Address

### CHANGE REQUESTED

Specify title and edition of records retention schedule being used: \_\_\_\_\_

☐ Add a new item

☐ Delete an existing item

Standard Number \_\_\_\_\_ Page \_\_\_\_\_ Item Number \_

☐ Change a retention period

Standard Number \_\_\_\_\_ Page \_\_\_\_\_ Item Number \_

Title of Records Series in Schedule or Proposed Title:

Inclusive Dates of Records:

Proposed Retention Period:

Description of Records:

Justification for Change:

Requested by:

Signature

Title

Date

Approved by:

Signature

Requestor's Supervisor

Date



## Request for Disposal of Unscheduled Records

### AGENCY INFORMATION

Requestor name

Location and Agency [e.g., County/Municipality + Department of Social Services]

Phone and email

Mailing Address

In accordance with the provisions of G.S. § 121 and § 132, approval is requested for the destruction of records listed below. These records have no further use or value for official administrative, fiscal, historical, or legal purposes.

RECORDS TITLE AND DESCRIPTION	INCLUSIVE DATES	QUANTITY	RELEVANT STATUTORY REGULATIONS	PROPOSED RETENTION PERIOD

Requested by:

Signature Title Date

Approved by:

Signature Requestor's Supervisor Date

Concurred by:

Signature Assistant Records Administrator  
State Archives of North Carolina Date



## Request for Disposal of Original Records Duplicated by Electronic Means

*If you have questions, call (919) 814-6900 and ask for a Records Management Analyst.*

This form is used to request approval from the Department of Natural and Cultural Resources to dispose of non-permanent paper records that have been scanned, entered into databases, or otherwise duplicated through digital imaging or other conversion to a digital environment. This form does not apply to records that have been microfilmed or photocopied or to records with a permanent retention.

<b>Agency Contact Name:</b>		<b>Date (MM-DD-YYYY):</b>
<b>Phone (area code):</b>	<b>Email:</b>	
<b>County/Municipality:</b>	<b>Office:</b>	
<b>Mailing address:</b>		

Records Series Title A group of records as listed in records retention schedule	Description of Records Specific records as referred to in-office	Inclusive Dates (1987-1989; 2005-present)	Approx. Volume of Records (e.g. "1 file cabinet," "5 boxes")	Retention Period As listed in records retention schedule

Requested by:

Signature

Title

Date

Approved by:

Signature

Requestor's Supervisor

Date

Concurred by:

Signature

Assistant Records Administrator  
State Archives of North Carolina

Date



NC DEPARTMENT  
OF NATURAL AND  
CULTURAL RESOURCES

## File Plan

[illegible]

## INDEX

### 1

1099 FORMS. *SEE* TAX FORMS

### A

ABOLISHED POSITIONS, 50  
ABSTRACTS OF MUNICIPAL ELECTIONS, 1  
ACCIDENT/INCIDENT REPORTS (CUSTOMER AND EMPLOYEE), 71  
ACCOUNTS PAYABLE, 18  
ACCOUNTS RECEIVABLE, 18  
ACCOUNTS UNCOLLECTABLE, 18  
ACCREDITATION RECORDS, 1  
ADDRESS POINTS, 32  
ADMINISTRATION AND MANAGEMENT RECORDS, 1  
ADMINISTRATIVE DIRECTIVES, REGULATIONS, AND RULES, 1  
ADMINISTRATIVE INVESTIGATIONS, 50  
AFFIDAVITS OF PUBLICATION, 43  
AGENCY PUBLICATIONS, 67  
AGENDA AND MEETING PACKETS, 1  
AMBULANCE SERVICE BILLS AND RECORDS FOR EMERGENCY MEDICAL SERVICE. *SEE* ACCOUNTS PAYABLE  
ANNEXATION FILE, 43  
ANNUAL BUDGET, 19  
APPLICATIONS FOR APPOINTMENT, 2  
APPLICATIONS FOR EMPLOYMENT, 51  
APPOINTMENT REPORTS, 2  
APPRENTICESHIP PROGRAM RECORDS, 51  
APTITUDE AND SKILLS TESTING RECORDS, 52  
ARBITRAGE RECORDS, 19  
ASBESTOS MANAGEMENT PLAN, 71  
ASBESTOS TRAINING, 52  
AUDIO AND VIDEO RECORDINGS OF MEETINGS, 2  
AUDIO-VISUAL RECORDINGS, 67  
AUDITS  
    FINANCIAL, 19  
    IT SYSTEMS, 37  
    PERFORMANCE, 2  
AUTHENTICATIONS, 43  
AUTHORIZATION FORMS, 19

### B

BANK STATEMENTS, 19  
BANK STATEMENTS AND RECONCILIATIONS, 19  
BENEFITS RECORDS, 52  
BENEFITS REIMBURSEMENT PLAN. *SEE*

BIDS FOR DISPOSAL OF PROPERTY, 20  
BIDS FOR PURCHASE, 20  
BIOGRAPHICAL DATA. *SEE* HISTORY RECORDS  
BLOODBORNE PATHOGEN TRAINING, 53  
BLUEPRINTS AND SPECIFICATIONS, 3  
BOND CLOSING RECORDS, 20  
BOND REGISTER, 20  
BONDS, 3  
BONDS, NOTES, AND COUPONS, 20  
BUDGET ADMINISTRATION RECORDS, 21  
BUDGET EXECUTION RECORDS, 21  
BUDGET REPORTS, 21  
BUDGET REQUESTS AND WORKING PAPERS, 21  
BUDGET RESOLUTIONS AND ORDINANCES, 21  
BUDGET, FISCAL, AND PAYROLL RECORDS, 18  
BULLETINS, 3  
BUSINESS CERTIFICATION RECORDS, 3  
BUSINESS DEVELOPMENT SUBJECT FILE, 3

### C

CALENDARS OF EVENTS AND APPOINTMENTS, 3  
CALL CENTER RECORDINGS. *SEE* CUSTOMER CALL CENTER RECORDINGS  
CANCELED CHECKS. *SEE* BANK STATEMENTS AND RECONCILIATIONS  
CASH REPORTS. *SEE* ACCOUNTS RECEIVABLE  
CENSUS PROJECT RECORDS, 4  
CERTIFICATION AND QUALIFICATION RECORDS, EMPLOYEE, 53  
CHARTER RECORDS, 4  
CHECK REGISTERS. *SEE* BANK STATEMENTS AND RECONCILIATIONS  
CHECK STUBS. *SEE* BANK STATEMENTS AND RECONCILIATIONS  
CITIZEN COMMENTS, COMPLAINTS, PETITIONS, AND SERVICE REQUESTS, 4  
CITIZEN SURVEYS, 5  
CIVIL RIGHTS CASE RECORDS, 44  
CIVIL RIGHTS RECORDS, 44  
COLLECTED DATA, 5  
COMMUNITY AWARDS, 67  
COMPLAINTS (CITIZEN). *SEE* CITIZEN COMMENTS, COMPLAINTS, PETITIONS, AND SERVICE REQUESTS  
COMPREHENSIVE PLAN, 5  
COMPUTER AND NETWORK USAGE RECORDS, 37  
CONDEMNATION RECORDS, 45  
CONFERENCES AND WORKSHOPS, 68  
CONFLICTS OF COMMITMENT, 45  
CONFLICTS OF INTEREST, 45

CONTRACT BUDGET REPORTS, 21  
 CONTRACT WORKER RECORDS, 63  
 CONTRACTS, LEASES, AND AGREEMENTS, 45  
 CORE DATA (GIS RECORDS). *SEE* GEOGRAPHIC  
 INFORMATION SYSTEM (GIS) CORE DATA  
 CORPORATE LIMITS, 32  
 CORRESPONDENCE (LEGAL), 46  
 CORRESPONDENCE AND MEMORANDA, 5  
 COST ALLOCATION PLANS, 22  
 CREDIT/DEBIT/PROCUREMENT CARD RECORDS, 22  
 CUSTOMER CALL CENTER RECORDINGS, 6

## D

DAILY DETAIL REPORTS. *SEE* BUDGET REPORTS  
 DATA DOCUMENTATION (METADATA) (GIS  
 RECORDS). *SEE* GEOGRAPHIC INFORMATION  
 SYSTEM (GIS) DATA DOCUMENTATION  
 (METADATA)  
 DATA DOCUMENTATION RECORDS, 37  
 DATA MIGRATION RECORDS, 38  
 DATA WAREHOUSES, 38  
 DEBIT CARD PAYMENTS. *SEE* PAYMENT CARD DATA  
 DEBT FINANCING. *SEE* LOAN RECORDS  
 DECLARATORY RULINGS, 46  
 DELEGATION OF AUTHORITY RECORDS, 46  
 DEPOSITS. *SEE* ACCOUNTS RECEIVABLE  
 DESTRUCTIONS LOG, 77  
 DETAIL REPORT. *SEE* FINANCIAL REPORTS  
 DIGITIZATION AND SCANNING RECORDS, 38  
 DIRECT DEPOSIT FORMS. *SEE* ELECTRONIC FUNDS  
 TRANSFERS  
 DIRECTORIES, ROSTERS, OR INDICES, EMPLOYEE, 53  
 DISABILITY SALARY CONTINUATION CLAIMS, 54  
 DISASTER AND EMERGENCY MANAGEMENT PLANS,  
 72  
 DISASTER RECOVERY, 72  
 DISCIPLINARY ACTIONS, 54  
 DONATIONS AND SOLICITATIONS, 22  
 DRUG AND ALCOHOL PROGRAMS FILE. *SEE*  
 EMPLOYEE ASSISTANCE PROGRAMS  
 DUAL EMPLOYMENT, 54

## E

EASEMENTS AND RIGHT-OF-WAY AGREEMENTS, 46  
 EDUCATIONAL ASSISTANCE, EMPLOYEE, 55  
 EDUCATIONAL LEAVE AND REIMBURSEMENT, 55  
 EDUCATIONAL MATERIALS, 68  
 EDUCATIONAL RECORDS, EMPLOYEE, 64  
 ELECTRONIC FUNDS TRANSFERS, 22  
 ELECTRONIC RECORDS POLICIES AND PROCEDURES,  
 38

ELIGIBILITY RECORDS, EMPLOYEE, 55  
 EMERGENCY DRILLS AND EQUIPMENT RECORDS, 72  
 EMPLOYEE ASSISTANCE PROGRAMS, 55  
 EMPLOYMENT SELECTION RECORDS, 56  
 ENCROACHMENTS, 46  
 EQUIPMENT AND VEHICLE MAINTENANCE, REPAIR,  
 AND INSPECTION RECORDS, 6  
 EQUIPMENT INVENTORIES, 9  
 EQUIPMENT REFERENCE RECORDS, 6  
 EQUIPMENT USAGE RECORDS, 6  
 ESCHEATS AND UNCLAIMED PROPERTY, 22  
 EXIT INTERVIEW RECORDS, EMPLOYEE, 56  
 EXPENDITURE REPORTS. *SEE* BUDGET REPORTS  
 EXTRATERRITORIAL JURISDICTIONS, 33

## F

FACILITY ACCESSIBILITY FILE. *SEE*  
 FACILITY MAINTENANCE, REPAIR AND INSPECTION  
 RECORDS, 7  
 FACILITY SERVICE AND MAINTENANCE  
 AGREEMENTS. *SEE* CONTRACTS, LEASES, AND  
 AGREEMENTS  
 FACILITY USAGE RECORDS, 6  
 FAMILY MEDICAL LEAVE ACT (FMLA) RECORDS, 57  
 FEE SCHEDULES, 14  
 FILE PLAN, 89  
 FINANCIAL JOURNALS AND LEDGERS, 23  
 FINANCIAL REPORTS, 23  
 FIRE EXTINGUISHER RECORDS. *SEE* EMERGENCY  
 DRILLS AND EQUIPMENT RECORDS  
 FIRE, HEALTH, AND SAFETY RECORDS, 72  
 FIXED ASSETS. *SEE* INVENTORIES  
 FORMS AND TEMPLATES, 7  
 FUEL OIL STORAGE TANK RECORDS, 73  
 FUND DRIVE AND EVENT RECORDS, 68

## G

GEOGRAPHIC INFORMATION SYSTEM (GIS) CORE  
 DATA, 30  
 GEOGRAPHIC INFORMATION SYSTEM (GIS) DATA  
 DOCUMENTATION (METADATA), 30  
 GEOGRAPHIC INFORMATION SYSTEM (GIS)  
 INTERNAL STANDARDS AND PROCEDURES, 30  
 GEOGRAPHIC INFORMATION SYSTEM (GIS)  
 MONITORING RECORDS, 31  
 GEOGRAPHIC INFORMATION SYSTEM (GIS)  
 OPERATIONAL RECORDS, 31  
 GEOGRAPHIC INFORMATION SYSTEM (GIS) PROJECT  
 RECORDS, 31  
 GEOGRAPHIC INFORMATION SYSTEM (GIS)  
 RECORDS, 30



GOVERNING AND ADVISORY BODY MEMBER FILES, 7  
GOVERNMENT EMPLOYEES RETIREMENT SYSTEM  
MONTHLY REPORTS, 23  
GRANT PROPOSALS, 7  
GRANTS, 8  
FINANCIAL, 24  
GRIEVANCES, 57

## H

HAZARDOUS MATERIALS MANAGEMENT, 73  
HAZARDOUS MATERIALS TRAINING RECORDS, 58  
HEALTH CERTIFICATES, EMPLOYEE. *SEE* MEDICAL RECORDS  
HISTORY RECORDS (AGENCY AND EMPLOYEES, 8

## I

I-9 FORMS. *SEE* ELIGIBILITY RECORDS  
IMAGING RECORDS, 38  
IMPROPER CONDUCT INVESTIGATIONS, 8  
INDICES, 9  
INFORMATION TECHNOLOGY (IT) RECORDS, 37  
INFORMATION TECHNOLOGY ASSISTANCE RECORDS, 38  
INSPECTION RECORDS. *SEE* EQUIPMENT AND VEHICLE MAINTENANCE, REPAIR, AND INSPECTION RECORDS  
INSPECTION RECORDS, FACILITY, 7  
INSURANCE POLICIES, 73  
INTERAGENCY PROGRAMS, 9  
INTERNAL STANDARDS AND PROCEDURES (GIS RECORDS) \T, 30  
INTERNSHIP PROGRAM, 58  
INVENTORIES, 9  
INVESTMENTS, 24  
INVITATIONS, 68  
INVOICES. *SEE* ACCOUNTS PAYABLE  
IT DISASTER PREPAREDNESS AND RECOVERY PLANS. *SEE* DISASTER AND EMERGENCY MANAGEMENT PLANS

## L

LAND OWNERSHIP RECORDS, 46  
LEAVE RECORDS, 58  
LEGAL OPINIONS, 47  
LEGAL RECORDS, 43  
LEGAL REVIEW RECORDS, 47  
LEGISLATION AND REGULATORY RECORDS, 9  
LGERS MONTHLY REPORTS. *SEE* GOVERNMENT EMPLOYEES RETIREMENT SYSTEM MONTHLY REPORTS

LITIGATION CASE RECORDS, 47  
LOAN RECORDS, 25  
LOCAL GOVERNMENT COMMISSION FINANCIAL STATEMENTS, 25  
LOGISTICS MATERIALS, 9  
LONGEVITY PAY, 25  
LOSS CONTROL INSPECTION REPORTS, 73  
LOST, STOLEN, OR DAMAGED PROPERTY REPORTS, 74

## M

MAIL, UNDELIVERABLE/RETURNED, 9  
MAILING AND DISTRIBUTION RECORDS, 10  
MAINTENANCE RECORDS. *SEE* EQUIPMENT AND VEHICLE MAINTENANCE, REPAIR, AND INSPECTION RECORDS  
MAINTENANCE RECORDS, FACILITY, 7  
MANAGEMENT STUDIES. *SEE* REPORTS AND STUDIES  
MAPPING PROJECT RECORDS, 34  
MAPS  
ALL OTHER, 36  
PARCEL, 35  
PARKS, 35  
MEDIA FILE, 69  
MEDICAL RECORDS, EMPLOYEE, 59  
MEMBERSHIP RECORDS, 10  
METADATA (GIS RECORDS). *SEE* GEOGRAPHIC INFORMATION SYSTEM (GIS) DATA DOCUMENTATION (METADATA)  
MILITARY LEAVE, 59  
MINUTES (STAFF MEETINGS), 11  
MINUTES OF PUBLIC BODIES, 11  
MISCELLANEOUS (NON-BUILDING) APPLICATIONS, LICENSES, AND PERMITS, 11  
MONITORING RECORDS (GIS RECORDS). *SEE* GEOGRAPHIC INFORMATION SYSTEM (GIS) MONITORING RECORDS

## N

NETWORK AND SYSTEM SECURITY RECORDS, 39  
NETWORK DIAGRAMS, 39  
NEWSPAPER CLIPPINGS. *SEE* HISTORY RECORDS  
NOTICES OF PUBLIC MEETINGS, 12

## O

OATHS OF OFFICE, 47  
OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA), 74  
OFFICE SECURITY RECORDS, 12

OPERATIONAL RECORDS (GIS RECORDS). *SEE*  
GEOGRAPHIC INFORMATION SYSTEM (GIS)  
OPERATIONAL RECORDS  
ORDINANCE DEVELOPMENT RECORDS, 12  
ORDINANCES, 12  
ORTHOIMAGERY, 33  
OSHA, 74

## P

PARKING. *SEE* SECURITY RECORDS, EMPLOYEE  
PAYMENT CARD DATA, 25  
PAYROLL AND EARNINGS RECORDS, 25  
PAYROLL DEDUCTION RECORDS, 26  
PENSION PLAN ENROLLMENT FORMS, EMPLOYEE.  
*SEE* RETIREMENT RECORDS  
PERFORMANCE REVIEWS, EMPLOYEE, 60  
PERMISSIONS, 48  
PERSONNEL ACTION NOTICES, 60  
PERSONNEL RECORDS, 50  
PERSONNEL RECORDS (OFFICIAL COPY), 61  
PERSONNEL RECORDS (SUPERVISOR COPY), 61  
PEST CONTROL, 12  
PETITIONS (CITIZEN). *SEE* CITIZEN COMMENTS,  
COMPLAINTS, PETITIONS, AND SERVICE  
REQUESTS  
PETTY CASH. *SEE* ACCOUNTS RECEIVABLE  
POLICIES AND PROCEDURES, 13  
POLICIES AND PROCEDURES (PERSONNEL), 62  
POLYGRAPH RECORDS, EMPLOYEE, 62  
POPULAR ANNUAL FINANCE REPORT, 69  
POSITION CLASSIFICATION, 62  
POSITION CONTROL, 62  
POSITION DESCRIPTIONS, 62  
POSITION EVALUATIONS, 63  
POSITION HISTORY, 62  
POSITION REQUISITION AND ANALYSIS RECORDS.  
*SEE* POSITION CLASIFICATION, CONTROL, AND  
HISTORY  
POWELL BILL RECORDS, 26  
PRE-TRIAL RELEASE PROGRAM RECORDS, 48  
PRICE QUOTATIONS, 13  
PROCEDURES (GIS RECORDS). *SEE* GEOGRAPHIC  
INFORMATION SYSTEM (GIS) INTERNAL  
STANDARDS AND PROCEDURES  
PROCLAMATIONS AND ORDERS, 13  
PROJECT DOCUMENTATION (INFORMATION  
TECHNOLOGY), 39  
PROJECT RECORDS (GIS RECORDS). *SEE* GEOGRAPHIC  
INFORMATION SYSTEM (GIS) PROJECT RECORDS  
PROJECTS, 14  
PROPERTY INVENTORIES, 9  
PROPERTY MANAGEMENT RECORDS, 14

PUBLIC HEARINGS, 69  
PUBLIC RECORDS REQUESTS, 69  
PUBLIC RELATIONS RECORDS, 67  
PUBLICATIONS RECEIVED. *SEE* REFERENCE (READING)  
FILE  
PUBLICITY RECORDS, 69  
PURCHASE ORDERS, 26

## Q

QUALIFIED PRODUCTS LISTS, 26

## R

RATE SCHEDULES, 14  
REASONABLE ACCOMMODATIONS, 48  
REBATE (CITIZEN) PROGRAM RECORDS, 4  
RECONCILIATIONS (FINANCIAL), 19  
RECORDS BACKUPS, SYSTEM MAINTENANCE  
RECORDS, 41  
RECORDS MANAGEMENT, 14  
RECRUITMENT RECORDS, 63  
REFERENCE (READING) FILE, 15  
REFUND REPORTS. *SEE* FINANCIAL REPORTS  
REGULATORY RECORDS (EXTERNAL). *SEE*  
LEGISLATION AND REGULATORY RECORDS  
RELEASE FORMS, 49  
REPAIR RECORDS. *SEE* EQUIPMENT AND VEHICLE  
MAINTENANCE, REPAIR, AND INSPECTION  
RECORDS  
REPAIR RECORDS, FACILITY, 7  
REPORTS AND STUDIES, 15  
REQUEST FOR CHANGE IN LOCAL GOVERNMENT  
RECORDS SCHEDULE, 86  
REQUEST FOR DISPOSAL OF ORIGINAL RECORDS  
DUPLICATED BY ELECTRONIC MEANS, 88  
REQUEST FOR DISPOSAL OF UNSCHEDULED  
RECORDS, 87  
REQUESTS FOR INFORMATION, 16  
REQUESTS FOR PROPOSALS, 16  
REQUISITIONS, 27  
RESOLUTION DEVELOPMENT RECORDS, 16  
RESOLUTIONS, 16  
RESPIRATOR PROGRAM RECORDS. *SEE* EMERGENCY  
DRILLS AND EQUIPMENT RECORDS  
RETIREMENT RECORDS, EMPLOYEE, 63  
RETURNED CHECKS. *SEE* ACCOUNTS UNCOLLECTABLE  
RISK MANAGMENT RECORDS, 71

## S

SAFETY DATA SHEETS, 74  
SALES AND USE TAX REPORTS. *SEE* TAX RETURNS

SALES INFORMATION. *SEE* ACCOUNTS RECEIVABLE  
 SCANNING RECORDS. *SEE* DIGITIZATION AND  
   SCANNING RECORDS  
 SCHOLARSHIP RECORDS, 27  
 SEASONAL WORKER RECORDS, 63  
 SECONDARY EMPLOYMENT, 64  
 SECURITY RECORDS, EMPLOYEE, 72  
 SECURITY VIDEO RECORDINGS. *SEE* OFFICE SECURITY  
   RECORDS  
 SELF-INSURER CERTIFICATIONS. *SEE* INSURANCE  
   POLICIES  
 SERVICE AWARDS AND COMMENDATIONS, 64  
 SERVICE REQUESTS (CITIZEN). *SEE* CITIZEN  
   COMMENTS, COMPLAINTS, PETITIONS, AND  
   SERVICE REQUESTS  
 SHIFT PREMIUM PAY, 27  
 SOCIAL MEDIA, 70, 79  
 SOFTWARE LICENSE AND COPYRIGHT PROVISIONS  
   RECORDS, 40  
 SPACE NEED STUDIES. *SEE* REPORTS AND STUDIES  
 SPECIAL EVENT RECORDS. *SEE* FUND DRIVE AND  
   EVENT RECORDS  
 SPEECHES, 70  
 STANDARDS (GIS RECORDS), 30  
 STATE AND OTHER COUNTY PROGRAMS. *SEE*  
   REFERENCE (READING) FILE  
 STATE OF EMERGENCY, 71  
 STATEMENTS OF BACK PAY, 27  
 STOLEN PROPERTY REPORTS, 74  
 STRATEGIC PLAN. *SEE* COMPREHENSIVE PLAN  
 STREET CENTERLINE, 34  
 SUGGESTIONS, EMPLOYEE, 64  
 SURPLUS PROPERTY, 16  
 SURVEYS, EMPLOYEE, 64  
 SYSTEM ACCESS RECORDS (INFORMATION  
   TECHNOLOGY), 40  
 SYSTEM DOCUMENTATION RECORDS, 40  
 SYSTEM MAINTENANCE RECORDS: HARDWARE  
   REPAIR OR SERVICE, 40  
 SYSTEM MAINTENANCE RECORDS: RECORDS  
   BACKUPS, 41

## T

TAX FORMS, 28  
 TAX RETURNS, 28  
 TECHNICAL PROGRAM DOCUMENTATION, 41  
 TELEPHONE LOGS. *SEE* ACCOUNTS PAYABLE  
 TEMPORARY EMPLOYEE RECORDS. *SEE* PERSONNEL  
   RECORDS (OFFICIAL COPY)  
 TEXT MESSAGES, 79  
 TIME SHEETS, CARDS, AND ATTENDANCE RECORDS,  
   28

TRACKING MATERIALS, 16  
 TRAINING RECORDS, EMPLOYEE, 64  
 TRAVEL REIMBURSEMENTS, 28  
 TRAVEL REQUESTS, 17  
 TSERS MONTHLY REPORTS. *SEE* GOVERNMENT  
   EMPLOYEES RETIREMENT SYSTEM MONTHLY  
   REPORTS

## U

UNEMPLOYMENT COMPENSATION CLAIMS, 65  
 UNEMPLOYMENT COMPENSATION REPORTS, 65  
 UNEMPLOYMENT INSURANCE, 65  
 UTILITY USAGE LOG. *SEE* EQUIPMENT, FACILITY, AND  
   VEHICLE USAGE RECORDS  
 UTILITY USAGE LOGS AND BILLS. *SEE* ACCOUNTS  
   PAYABLE

## V

VEHICLE MAINTENANCE, REPAIR, AND INSPECTION  
   RECORDS. *SEE* EQUIPMENT AND VEHICLE  
   MAINTENANCE, REPAIR, AND INSPECTION  
   RECORDS  
 VEHICLE MILEAGE LOG. *SEE* EQUIPMENT, FACILITY,  
   AND VEHICLE USAGE RECORDS  
 VEHICLE REFERENCE RECORDS, 6  
 VEHICLE REGISTRATION CARDS, 17  
 VEHICLE TITLES, 49  
 VEHICLE USAGE RECORDS, 6  
 VENDORS, 29  
 VERIFICATION OF EMPLOYMENT RECORDS, 65  
 VETERANS COMMISSION QUARTERLY REPORTS. *SEE*  
   REPORTS AND STUDIES  
 VOIP RECORDS, 41  
 VOLUNTEER RECORDS, 65  
 VOUCHERS. *SEE* ACCOUNTS RECEIVABLE

## W

W-2 FORMS. *SEE* TAX FORMS  
 W-4 FORMS. *SEE* TAX FORMS  
 WARRANTIES. *SEE* EQUIPMENT AND VEHICLE  
   MAINTENANCE, REPAIR, AND INSPECTION  
   RECORDS  
 WEB MANAGEMENT AND OPERATIONS RECORDS:  
   STRUCTURE, 42  
 WEBSITE (ELECTRONIC), 70  
 WORK ORDERS, 17  
 WORK SCHEDULES AND ASSIGNMENT RECORDS,  
   EMPLOYEE, 65  
 WORKERS' COMPENSATION PROGRAM  
   ADMINISTRATION, 66

WORKERS' COMPENSATION PROGRAM CLAIMS, 66  
WORKFORCE DEVELOPMENT  
    LOCAL AREA JOB TRAINING PLAN RECORDS, 75  
WORKFORCE DEVELOPMENT  
    AUDIT/AUDIT RESOLUTIONS, 75

WORKFORCE DEVELOPMENT  
    PARTICIPANT RECORDS, 75  
WORKFORCE DEVELOPMENT RECORDS, 75  
WORKSHOPS, 68



## **SOIL AND WATER**

### **MEMORANDUM FOR THE AGENDA OF THE MAY 9, 2019** **AGENDA SESSION**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: SOIL & WATER CONSERVATION**

**DATE: 5/9/2019**

**SUBJECT: MEMORANDUM OF UNDERSTANDING BETWEEN THE UNITED STATES DEPARTMENT OF AGRICULTURE NATURAL RESOURCES CONSERVATION SERVICE AND NORTH CAROLINA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES - DIVISION OF SOIL & WATER CONSERVATION AND CUMBERLAND SOIL & WATER CONSERVATION DISTRICT**

**Requested by: CUMBERLAND COUNTY SOIL & WATER CONSERVATION DISTRICT BOARD**

**Presenter(s): TRACY JACKSON, ASST. COUNTY MANAGER**

### **BACKGROUND**

The proposed agreement is between the Natural Resources Conservation Service (NRCS), an agency of the United States Department of Agriculture (USDA), the North Carolina Department of Agriculture and Consumer Services - Division of Soil and Water Conservation (DSWC) an agency of the State of North Carolina, the Cumberland Soil and Water Conservation District (SWCD) and Cumberland County collectively referred to as the parties, to clearly define the roles and responsibilities of the parties.

The purpose of this agreement is to supplement the Cooperative Working Agreement between the USDA- Natural Resources Conservation Service, North Carolina Department of Agriculture and Consumer Services, North Carolina Soil and Water Conservation Commission, and Cumberland Soil and Water Conservation District. This operational agreement documents those areas of common interest of the federal, state and local partnership in natural resources conservation.

The parties mutually agree to provide leadership in natural resources conservation. The parties pledge to work

together by advancing and practicing teamwork, including input in the decision making process; communicating, coordinating, and cooperating; promoting mutual respect, and sharing leadership, ownership, credit and responsibility.

This will not change the funding or responsibility of the department.

**RECOMMENDATION / PROPOSED ACTION**

Staff requests the proposed agreement be moved forward to the May 20, 2019 regular meeting of the Board of Commissioners as a consent item.

**ATTACHMENTS:**

Description

Memorandum of Understanding

Type

Backup Material

**MEMORANDUM OF UNDERSTANDING**  
**Between the**  
**UNITED STATES DEPARTMENT OF AGRICULTURE**  
**NATURAL RESOURCES CONSERVATION SERVICE**  
**And the**  
**NORTH CAROLINA DEPARTMENT OF AGRICULTURE AND**  
**CONSUMER SERVICES – DIVISION OF SOIL AND WATER**  
**CONSERVATION**  
**And the**  
**CUMBERLAND SOIL AND WATER CONSERVATION DISTRICT**  
**And**  
**CUMBERLAND COUNTY, NORTH CAROLINA**  
**For their Cooperation In the**  
**Conservation of Natural Resources**

**BACKGROUND STATEMENT AND PURPOSE**

THIS AGREEMENT is between the Natural Resources Conservation Service (NRCS), an agency of the United States Department of Agriculture (USDA), the North Carolina Department of Agriculture and Consumer Services – Division of Soil and Water Conservation (DSWC) an agency of the State of North Carolina, the Cumberland Soil and Water Conservation District (SWCD), and Cumberland County collectively referred to as the parties, to clearly define the roles and responsibilities of the parties.

The purpose of this agreement is to supplement the Cooperative Working Agreement between the USDA – Natural Resources Conservation Service, North Carolina Department of Agriculture and Consumer Services, North Carolina Soil and Water Conservation Commission, and Cumberland Soil and Water Conservation District. This operational agreement documents those areas of common interest of the federal, state, and local partnership in natural resources conservation.

The parties mutually agree to provide leadership in natural resources conservation. The parties pledge to work together by advancing and practicing teamwork, including input in the decision-making process; communicating, coordinating, and cooperating; promoting mutual respect, and sharing leadership, ownership, credit, and responsibility.

**AUTHORITIES, STATUTES, LAWS**

NRCS is authorized to cooperate and furnish assistance to the parties in the conservation of natural resources as referenced in the Soil Conservation and Domestic Allotment Act, 16 U.S.C. 590; The Department of Agriculture Reorganization Act of 1994, Public Law 103-354; and Secretary's Memorandum No. 1010-1, Reorganization of the Department of Agriculture, dated October 20, 1994.



DSWC is authorized to enter into this agreement by the North Carolina General Statutes §139-4 and §143B-294 - §143B-297.

The District authority is defined in Soil Conservation Districts Law, General Statutes of North Carolina §139-1 - §139-47.

The County is authorized to enter into this agreement by North Carolina General Statute §153A-11 and §160A-464.

## **ROLES AND RESPONSIBILITIES:**

### **CONSERVATION PROGRAM IMPLEMENTATION**

The parties recognize the natural resources conservation program as a unique blend of voluntary conservation initiatives and federal, state, and local mandates. Together these address a variety of natural resource, environmental, and educational issues. The parties agree to jointly commit their program authorities and financial and human resources to cooperatively implement a unified natural resource conservation program in areas of mutual concern. The implementation of all programs will be done in accordance with program policy and procedures developed for that specific program – whether federal, state, or local.

Inventories and Data Sharing: The parties agree to identify, define, and coordinate the collection and use of natural resource and other data needed to support the delivery of federal, state, and local conservation program benefits. The parties will cooperate in maintaining data to assure that it supports the mutual needs of the parties for conservation planning, implementation and evaluation. The parties further agree that gathered data will be mutually shared and used in support of conservation delivery framework as needed to facilitate implementation of the programs shown in *Attachment A*. The use and disclosure of information will be consistent with the guidelines provided in the Records, Facilities, and Equipment section of this agreement. Both NRCS and SWCD employees in the office will maintain adequate knowledge of available conservation programs to provide basic customer service including, but not limited to:

1. Interviewing the customer to determine goals and objectives
2. Gathering on farm data to support development of a conservation plan
3. Develop a conservation plan following the NRCS 9-steps of conservation planning process.
4. Districts that are co-located with NRCS shall utilize the latest USDA-NRCS tools for completing conservation planning processes and reporting (i.e., CDSI)
5. Providing basic information about program requirements and signup periods
6. Helping a customer complete a program application

Setting Conservation Program Priorities: The parties agree to implement the conservation program based on mutually developed priorities while recognizing individual responsibilities for federal, state, or local mandates. The parties further to agree to annually re-evaluate established priorities and adjust as warranted. SWCD Board has the responsibility to organize local working groups (LWG) to assess resource conditions and establish local priorities. As well, LWG will develop a single SWCD/NRCS partnership plan of work each fiscal year (July 01 – June 30). Each party will prioritize workload as follows, NRCS employees will first address workload associated with federal conservation programs, NRCS priorities, and required NRCS administrative procedures. As time is available, NRCS employees will assist with the North

Carolina State and local programs listed in Attachment A and other District priorities. Likewise, State and District staff will first address workload associated with the State and local programs listed in Attachment A, District priorities, and required District administrative procedures. As time is available, District staff will assist with federal conservation programs and other NRCS priorities.

**Local Working Groups:** Local working groups (LWGs) are subcommittees of the State Technical Committee and provide recommendations to USDA on local and state natural resource priorities and criteria for conservation activities and programs.

LWGs are responsible for:

- (1) Ensure that a conservation needs assessment is developed using community stakeholder input.
- (2) Utilize the conservation needs assessment to help identify program funding needs and conservation practices.
- (3) Identify priority resource concerns and identify, as appropriate, high-priority areas needing assistance.
- (4) Recommend USDA conservation program application and funding criteria, eligible practices (including limits on practice payments or units), and payment rates.
- (5) Participate in multicounty coordination where program funding and priority area proposals cross county boundaries.
- (6) Assist NRCS and the NRCS conservationist with public outreach and information efforts and identify educational and producers' training needs.
- (7) Recommend State and national program policy to the State Technical Committee based on resource data.
- (8) Utilize the conservation needs assessment to identify priority resource concerns that can be addressed by USDA programs.
- (9) Forward recommendations to the NRCS designated conservationist or Farm Service Agency (FSA) County Executive Director, as appropriate.
- (10) Adhere to standard operating procedures identified in Title 440, Conservation Programs Manual (CPM), Part 501, Subpart B, Section 501.14.

LWG membership should be diverse and focus on agricultural interests and natural resource issues existing in the local community. Membership should include agricultural producers representing the variety of crops, livestock, and poultry raised within the local area; owners of nonindustrial private forest land, as appropriate; representatives of agricultural and environmental organizations; and representatives of governmental agencies carrying out agricultural and natural resource conservation programs and activities. Membership of the local working group may include but is not limited to Federal, State, county, Tribal, or local government representatives.

For the LWGs, Conservation Districts shall:

- (i) Develop the conservation needs assessment as outlined in 440-CPM, Part 500, Subpart A.
- (ii) Assemble the local working group.
- (iii) Set the agenda.
- (iv) Conduct the local working group meetings.
- (v) Transmit the local working group's priority area and funding requests to the NRCS designated conservationist or the State Technical Committee, as appropriate.

It is the NRCS designated conservationist's responsibility to participate in the local working group and to—

- (i) Encourage and assist other USDA agencies to participate in the locally led conservation and working group efforts, as feasible.
- (ii) Assist with identifying members for the local working group.
- (iii) Help identify program priorities and resources available.
- (iv) Assist in the development of program priority area proposals.
- (v) Comply with the National Environmental Policy Act, nondiscrimination statement, and other environmental, civil rights, and cultural resource requirements.
- (vi) Support and advise the local working group concerning technical issues, program policies and procedures, and other matters relating to conservation program delivery.
- (vii) Ensure that populations are—
  - Provided the opportunity to comment before decisions are rendered.
  - Allowed to share the benefits of, not excluded from, and not affected in a disproportionately high and adverse manner by Government programs and activities affecting human health or the environment.
- (viii) Analyze performance indicators and reports.
- (ix) Report the conservation programs' impacts on resources.
- (x) Perform the responsibilities of the conservation district where a conservation district is not present or chooses not to fulfill the responsibilities outlined in 440-CPM, Part 501, Subpart A, Section 501.6A.
- (xi) Give strong consideration to the local working group's recommendations on NRCS programs, initiatives, and activities.
- (xii) Ensure that recommendations, when adopted, address natural resource concerns.

Programs to be implemented: The parties agree to use federal, state, and local programs in a complimentary fashion to address local priorities and concerns. *Attachment A* includes an example of programs that will be utilized to address priorities and concerns. Employees from agencies will work across program lines to assure efficient and effective customer service.

Marketing: The parties agree to conduct a common effort to inform public of program opportunities and benefits. This information will be disseminated to the appropriate media, to promote district activities and programs. See *Attachment A* for a marketing profile and a summary of media outlets.

## **TECHNICAL ADEQUACY**

The parties agree to utilize the NRCS Field Office Technical Guide or Soil and Water Conservation Commission adopted standards as the minimum technical standards for conservation program implementation in areas of mutual concern. The parties may utilize more stringent standards when necessary to comply with locally enacted laws or ordinances. The NRCS will be the lead agency in the development, and maintenance of the Field Office Technical Guide. As well, the NRCS will be the lead agency for all processes associated with Job Approval Authority (JAA) for NRCS conservation practice standards and Conservation Planner Designation (CPD). When program contracts are developed, the District and NRCS employees in the office will provide conservation planning assistance that meets the 9-steps of conservation planning process and applicable policies as described in the 180-GM-Part 409, its supplements and the National Planning Procedures Handbook. At a minimum, the conservation plan will address resource concerns within the client area of interest and objectives. The NRCS recognizes

JAA and the conservation planning process are a dependent, integral part of the conservation delivery in North Carolina. Both parties agree that no practices will be planned, designed or “checked out” based only on JAA parameters. The installation of the practices must be supported by a conservation plan signed by at a minimum a certified conservation planner.

The parties agree that their respective employees will provide technical assistance based on assigned conservation practice JAA which is based on acquired experience, knowledge, skills, and demonstrated ability and within applicable laws, regulations, and guidelines. Conservation practice JAA will be determined and documented according to NRCS National Engineering Manual, Part 501, NRCS Ecological Sciences JAA (190-GM, Part 417) and in accordance with the NC NRCS policy and procedures regarding JAA as described in the NC JAA Handbook (180-GM Part 681). JAA for DSWC conservation practices will be supervised, determined and documented by the N.C. Soil and Water Conservation Commission pursuant to NCAC 15A 06F.0105(c)(3). Each technical employee in the office will acquire the necessary skills to qualify for JAA for the routinely used engineering and non-engineering conservation practices prevalent in the county. Both District and NRCS employees will attend available training sessions to maintain their knowledge, skills, and abilities related to conservation planning and practice Inventory & Evaluation, design, layout, checkout, and certification.

## **PERSONNEL AND FISCAL MANAGEMENT**

The parties recognize that natural resources conservation programs are delivered through an intergovernmental system, in which federal, state, and local governments work together.

The parties will provide their own staffing and fiscal resources commensurate with workload, priorities, allocated funding, and expertise necessary to deliver a balanced and diversified conservation delivery framework. There are certain authorities delegated to specific staff as follows:

### Department Head

The parties jointly agree that the Administrative Program Officer, Cumberland Soil and Water Conservation District, will serve as the Department Head. The Department Head will represent the District and its employees at county meetings, conferences, and appropriate functions.

### Personnel Management

The management of personnel will be as follows:

- a) Hiring and dismissal of district employees will be in accordance with county personnel policies.
- b) The management of NRCS personnel is the responsibility of NRCS.
- c) Hiring, supervision, development, evaluation, and dismissal of district employees will be done in accordance with applicable law and county personnel policies.
- d) The management of district employees is the responsibility of the Cumberland District Board of Supervisors. In the interest of facilitating these responsibilities, the Supervisory

Soil Conservationist (SSC) and Soil and Water Conservationist, Cumberland County are delegated the authority for:

- 1) Technical supervision
    - a. As a condition of assigning CPD or JAA for ecological sciences and engineering practices to District employees, NRCS must periodically review the technical work of these employees to assure adherence to planning and design standards and policy. The SSC is assigned the role of Technical Supervisor. NRCS Area Office personnel will also periodically review the technical work of both NRCS and District employees in the office.
  - 2) Delivery of employee technical training and development.
- e) The Department Head will make recommendations to the Cumberland District Board of Supervisors regarding the following in accordance with county government policy:
- 1) Recruitment and hiring of district employees.
  - 2) Employee performance evaluation, including awards, disciplinary actions, and separation.
  - 3) Leave coordination and approval.
  - 4) Certification of Time and Attendance Reports.
  - 5) Determination and approval of training requiring expenditure of district funds.
  - 6) For counties with technicians cost shared through the state's cost share programs, responsibility for documenting 2080 hours for each funded position spent per year on non-point source pollution control issues by office staff.

In the event that a county employee feels aggrieved, their recourse is according to county government personnel policy.

#### Fiscal Management

The parties will work together to maximize available resources and actively seek funding to accomplish natural resource priorities and programs in accordance with county government fiscal policies as adopted by the Board of County Commissioners.

Each party is responsible for its own fiscal resources to include equipment, supplies, and accounts.

The Department Head and District Administrative Assistant will actively assist the district with the following:

- 1) Development of operating budgets.
- 2) Tracking of expenditures for maintaining funding accountability.
- 3) Making recommendations regarding expenditure of funds and purchases.

## TECHNICAL AND ADMINISTRATIVE CONTACTS

<b>NRCS</b>	<b>Technical</b>
Name:	Mark A. Ferguson
Title:	Assistant State Conservationist – Field Operations
Address:	589 Raccoon Rd., Suite 246, Waynesville, NC 28786
Phone No.	828-558-3240
Fax No.	844-325-6819
E-Mail:	mark.ferguson@nc.usda.gov

<b>NRCS</b>	<b>Administrative</b>
Name:	Jeremy Wood
Title:	Management Analyst
Address:	4407 Bland Rd., Suite 117, Raleigh, NC 27609
Phone No.	919-873-2193
Fax No.	844-325-6833
E-Mail:	jeremy.wood@nc.usda.gov

<b>SWCD</b>	<b>Technical</b>
Name:	Mitchell B. Miller
Title:	Soil and Water Conservationist
Address:	Agriculture Center, 301 East Mountain Drive, Room 229, Fayetteville, NC 28306
Phone No.	910-484-8479 x 3
Fax No.	844-325-6821
E-Mail:	Mitchell.miller@nc.nacdnet.net

<b>SWCD</b>	<b>Technical</b>
Name:	Click here to enter text.
Title:	Click here to enter text.
Address:	Click here to enter text.
Phone No.	Click here to enter text.
Fax No.	Click here to enter text.
E-Mail:	Click here to enter text.

<b>SWCD</b>	<b>Administrative</b>
Name:	Donna H. Foster
Title:	Administrative Program Officer
Address:	Agriculture Center, 301 East Mountain Drive, Room 229, Fayetteville, NC 28306
Phone No.	910-484-8479 x 3
Fax No.	844-325-6821
E-Mail:	dfoster@co.cumberland.nc.us

## **RECORDS**

The parties will agree on the maintenance, update, and disposition of relevant records. Access to records will be governed by the Section 1619 of the Food, Conservation, and Energy Act of 2008, the Federal Freedom of Information Act (FOIA) and/or the North Carolina Public Records Law depending on whether the record is a federal record or a state/local record. Each party accepts responsibility for any security breach caused by their employee(s). District personnel with access to federal records, either electronic or hard copies, will complete the required annual security training, conducted through NRCS.

All parties agree to protect personally identifiable and/or confidential information from customers and employees by securing this information in locked file cabinets. When the information is being used and not in a locked cabinet, the employees will keep it with them personally (folder, memory storage device) to avoid improper disclosure of information or loss of data. Personally identifiable and/or confidential information will only be used for authorized purposes.

## **FEE FOR SERVICES**

From time to time, the Cumberland Soil and Water Conservation District may:

- Sell material (i.e. native species plants and rain barrels)
- Solicit sponsorship for special events, or community/educational workshops
- Perform general fundraising

## **ACCOUNTABILITY**

The parties agree to cooperatively develop and utilize natural resource databases to measure effectiveness in program delivery and customer satisfaction. The District will provide a copy of its Annual Report by September 1 and Plan of Operations by July 31 to other signatories of this agreement. The District will also provide a copy of their Long Range Plan which, at no time, will be in excess of five years old.

## **SCOPE OF AGREEMENT**

This agreement covers the basic operating understanding between all parties. Authority to carry out specific projects or activities, transfer of funds, or acquisition of services or property, will be established under separate agreement. The parties agree that contracts, memorandums of understanding, and/or additional agreements may be entered into, as needed, to facilitate the implementation of natural resources conservation programs within the conservation districts.

## **TORT LIABILITY**

The parties will each assume responsibility for the actions of their officials or employees acting within the scope of their employment to the extent provided by federal and state laws and local ordinances.



## CIVIL RIGHTS

The parties recognize the benefit and importance of delivering conservation programs equitably to all customers, having a diverse staff to assist this customer base, and having diversity within the district board. The parties agree to work cooperatively to achieve diversity in all aspects of the conservation program through effective outreach and marketing.

The parties will be in compliance with the nondiscrimination provisions contained in Titles VI and VII of the Civil Rights Act of 1964, as amended, the Civil Rights Restoration Act of 1987 (Public Law 100-259) and other nondiscrimination statutes, namely, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, Americans With Disabilities Act of 1990, and in accordance with the regulations of the USDA Secretary of Agriculture (7CFR-15, Subparts A & B) which provide that no person in the United States shall, on the grounds of race, color, national origin, age, sex, religion, marital status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance from the Department of Agriculture or any agency thereof.

## REVIEW/ MODIFICATION/TERMINATION

This agreement will be reviewed annually and, unless amended, shall be in effect for a period not to exceed five (5) years from the date of final signature. The agreement can be modified or terminated at any time by mutual consent of all parties or can be terminated by any party giving 60 days written notice to the other parties.

UNITED STATES DEPARTMENT OF  
AGRICULTURE  
NATURAL RESOURCES  
CONSERVATION SERVICE

NCDA&CS – DIVISION OF SOIL AND  
WATER CONSERVATION

By: \_\_\_\_\_  
Timothy A. Beard, State Conservationist


By: \_\_\_\_\_  
Vernon Cox, Director

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

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

CUMBERLAND SOIL AND WATER  
CONSERVATION DISTRICT

CUMBERLAND COUNTY

By:  \_\_\_\_\_  
Reuben Cashwell, Chairperson

By: \_\_\_\_\_  
Amy Cannon, County Manager

Date: 4/12/19

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

## Attachment A

*The following is a detailed list of Resource Inventories, Programs, and Marketing Media used to address local conservation priorities and concerns. The parties agree to utilize these in a complimentary manner, thus maximizing the delivery of conservation benefits to the customers and clients. This list is subject to informal changes or updates.*

### RESOURCE INVENTORY & DATA SHARING

Natural Resource Inventory (FSA, NCACSP, 0.200)  
River Basin Study Reports  
Natural Heritage Inventory of Onslow County  
Click here to enter text. County GIS  
Click here to enter text. SWCD Long Range Plan  
Soil Survey of Click here to enter text.  
County Inventory and Flood Insurance Rate  
Historical Aerial Photos

NC Agriculture Cost Share Program (NCACSP)  
Environmental Quality Incentives Program (EQIP)  
Forest Land Enhancement Program (FLEP)  
Wildlife Habitat Incentives Program (WHIP)  
NRCS Toolkit  
Maps (USGS Topographical, National Wetland Maps)  
Grassland Reserve Program (GRP)

### PROGRAMS

#### Federally Initiated Programs

Conservation Technical Assistance (CTA)  
National Cooperative Soil Survey (NCSS)  
Small Watershed Program (PL-566)  
River basin Surveys & Investigations (RB-09)  
Resource Conservation & Development (RC&D)  
Emergency Watershed Program (EWP)  
Environmental Quality Incentives Program (EQIP)  
Agricultural Conservation Easement Program  
Conservation Stewardship Program (CSP)  
Agricultural Conservation Easement Program (ACEP)  
Other Farm Bill authorized conservation programs

Forest Land Enhancement Program (FLEP)  
Wetland Reserve Program (WRP)  
Wildlife Habitat Incentives Program (WHIP)  
Conservation Reserve Program (CRP/CREP)  
Emergency Conservation Program (ECP)  
NC Partners for Wildlife  
Farmland Protection  
319 Funds  
Grassland Reserve Program (GRP)

#### North Carolina Initiated State Programs

NC Agriculture Cost Share Program (NCACSP) - DSWC  
Erosion and Sedimentation Control – Urban Areas  
Site Plan Reviews – Non-Ag. Developments  
Confined Animal Permits – NCDENR  
Farmland Protection  
NC – Wetland Restoration Program (NC-WRP)  
NC Agriculture Water Resource Assistance Program (AgWRAP) – DSWC

Comm. Conservation Assistance Program (CCAP)  
Clean Water Management Trust Fund (CWMTF)  
Wildlife Biology Technical Assistance – NCWRC  
Wildlife Restoration Committee  
State non-discharge rules (0.100, 0.2H200 & 0.2T)  
Forest Development Plan – (FDP) – NCFS  
North Carolina Environmental Education Plan  
North Carolina Big Sweep

#### Locally Initiated Programs

Farmland Preservation  
Site Plan Reviews – Non-Ag. Developments  
Awards and Recognition Program

Open Spaces Institute Advisory Board  
Erosion & Sedimentation Control – Urban Areas  
Environmental Education

### MARKETING MEDIA

- Newsletters (SWCD, FSA, CES, County Web.)
- Private & Public Schools
- Church Newsletters
- Local Broadcasting (TV, Radio, Cable)

- Regional Chamber of Commerce
- Community College
- 4-H Groups
- Social Media (Facebook)



**ASSISTANT COUNTY MANAGER - ENVIRONMENTAL/ COMMUNITY SAFETY**

**MEMORANDUM FOR THE AGENDA OF THE MAY 9, 2019**  
**AGENDA SESSION**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: TRACY JACKSON, ASST. COUNTY MANAGER FOR ENVIRONMENTAL AND COMMUNITY SAFETY**

**DATE: 5/9/2019**

**SUBJECT: RESOLUTION AMENDING THE SPECIAL FIRE TAX DISTRICT**

**Requested by: AMY H. CANNON, COUNTY MANAGER**

**Presenter(s): TRACY JACKSON, ASST. COUNTY MANAGER FOR ENVIRONMENTAL AND COMMUNITY SAFETY**

**BACKGROUND**

In the middle of the twentieth century, rural fire protection districts were established throughout unincorporated areas of Cumberland County as prescribed by North Carolina General Statute Chapter 69. These rural fire districts have enabled funding to provide fire protection to the residents of unincorporated areas of Cumberland County for many years. Cumberland County has primarily contracted with private, non-profit fire departments to provide essential fire services and continues to do so now and into the foreseeable future.

Subsequently, on June 5, 1989, the Cumberland County Board of Commissioners established a separate fire protection service district that encompassed the territory of all rural fire protection districts. This action was taken consistent with North Carolina General Statute 153A. Creation of this special service district levied taxes upon property located within the boundaries of the district and those taxes have been collected since that time.

Effective July 1, 1989, the Cumberland County Fire Protection Service District was implemented such that "tax monies raised shall be used to provide and maintain adequate equipment and manning for those

financially distressed rural fire districts within Cumberland County.” A maximum rate of \$.15/\$100 valuation was established in the original ordinance.

Within the ordinance adopting the special service district, there was no language that specifically quantified what a financially distressed rural fire district entailed. This lack of clarity adds an unnecessary level of subjectivity. Costs to provide fire and rescue services have dramatically increased since 1989. There are many less volunteers willing to serve now than in that time period, not only in Cumberland County but across the country. This dramatic change has forced many contracting private, non-profit fire departments to hire more career firefighters. Cost of fire apparatus and fire equipment have also increased exponentially. The current funding structure is not meeting the current or projected needs to provide fire and rescue services within the unincorporated areas of Cumberland County.

Today, in order to address these concerns, Special Fire Protection Service Districts are utilized by counties across North Carolina to provide funding to support fire and rescue services. This approach to providing fire and rescue services is the most commonly utilized by North Carolina county governments. Cumberland County is currently funding fire protection services in unincorporated areas by two separate methods – fifteen separate rural fire protection districts and one countywide, consolidated fire protection service district. All of the rural fire districts are at the maximum tax rate of \$.10/\$100 valuation. Only the Beaver Dam rural fire district has any additional tax capacity. The countywide fire protection service district is currently using \$.0125/\$100 valuation of the available \$.15/\$100 valuation.

The recommendation before the Commissioners at this time is to modify the structure of the existing Cumberland County Fire Protection Service District to more clearly provide funding for all unincorporated areas of Cumberland County rather than only those that are “financially distressed” as was identified in 1989. This modernization to allow funds collected within the fire protection service district to be used within any unincorporated areas of Cumberland County solely to provide fire and rescue services will provide a more sustainable funding system to ensure that residents continue to receive these important services.

### **RECOMMENDATION / PROPOSED ACTION**

Staff recommends that the proposed resolution be moved forward to the May 20, 2019 regular meeting of the Board of Commissioners as a consent agenda item and specify that effective July 1, 2019:

1. Funding for the Cumberland County Fire Protection Service District to be consistent with North Carolina General Statute 153A Article 16.
2. Funding collected from this special service district may be used to provide fire protection and/or rescue services anywhere within the Cumberland County Fire Protection Service District as determined by the County Commissioners, without limitation to only those rural districts that are identified as “financially distressed”.

### **ATTACHMENTS:**

Description

Proposed Resolution

Type

Resolution

**State of North Carolina  
County of Cumberland**

**RESOLUTION**

**MODERNIZING THE EXISTING CUMBERLAND COUNTY FIRE PROTECTION SERVICE DISTRICT**

**WHEREAS**, the Cumberland County Board of Commissioners established the Cumberland County Fire Protection Service District on June 5, 1989 as permitted and prescribed by North Carolina General Statute Article 16, Part 1 of Chapter 153A to be effective July 1, 1989; and

**WHEREAS**, the special fire protection service district only encompasses the territory of all existing rural fire protection districts established under the provisions of Article 69 of the North Carolina General Statutes; and

**WHEREAS** at the time of adoption, the primary focus of funding derived from the special service district was to provide and maintain adequate equipment and manning for those financially distressed rural fire districts within Cumberland County; and

**WHEREAS**, the Board recognizes that many dynamics have changed over the past thirty years in providing fire and rescue services to the citizens of Cumberland County, including costs and complexity of providing these essential public safety services; and

**WHEREAS**, the Board desires to provide the highest level of fire and rescue services possible to the people of Cumberland County in the most responsible and sustainable manner possible.

**NOW THEREFORE**, the Board of County Commissioners of Cumberland County, North Carolina, hereby resolves:

1. Funding for the Cumberland County Fire Protection Service District to be consistent with North Carolina General Statute 153A Article 16.
2. To declare that tax monies raised from the Cumberland County Fire Protection Service District may be used to provide and maintain adequate equipment and staffing for all rural fire districts within Cumberland County, not limited to those rural districts that are deemed to be financially distressed.
3. To affirm that the provision of emergency rescue services are integral and essential to the special service district as permitted by North Carolina General Statutes.
4. That these modifications to the Cumberland County Fire Protection Service District are effective July 1, 2019.



**OFFICE OF THE COUNTY ATTORNEY**

**MEMORANDUM FOR THE AGENDA OF THE MAY 9, 2019**  
**AGENDA SESSION**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: COUNTY ATTORNEY**

**DATE: 5/3/2019**

**SUBJECT: APPROVAL TO ACCEPT A NCDOT CONTINGENT OFFER TO PURCHASE REAL PROPERTY LOCATED AT LLOYD AUMAN ELEMENTARY SCHOOL TO ACQUIRE A DRAINAGE EASEMENT AND TO APPLY THE PROCEEDS TO THE PRINCIPAL OWING ON OUTSTANDING DEBT**

**Requested by: COUNTY ATTORNEY**

**Presenter(s): COUNTY ATTORNEY**

**BACKGROUND**

Two tracts of land constituting the Lloyd Auman Elementary School parcel were deeded to the County pursuant to an Installment Financing Agreement dated December 1, 2009. The NCDOT is requesting construction and drainage easements from Cumberland County in connection with improvements being made to Raeford Road. The NCDOT has proposed a total contingent offer of \$96,174.00 as fair market value for the easements, and the granting of the easements has been approved by the Cumberland County Board of Education. After discussion about the financing documents, Cumberland County Schools staff agreed to application of the proceeds toward the remaining principal amount of the outstanding debt under the Installment Financing Agreement dated December 1, 2009, in part to finance the costs of renovating and modernizing Lloyd Auman Elementary School.

The letter from the NCDOT and Contingent Offer are attached as Exhibit 1. The Drainage Easement agreement is attached as Exhibit 2, and copies of the plan-sheets are attached as Exhibit 3.

**RECOMMENDATION / PROPOSED ACTION**

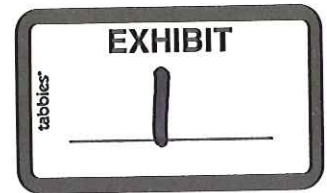
The County Attorney requests the following actions be moved to the May 20th Board of Commissioners meeting:

1. Approve and accept the NCDOT Total Contingent Offer of \$96,174.00, contained in the Summary Statement/Contingent Offer to Purchase Real Property, dated April 26, 2018, to acquire a drainage easement on the Lloyd Auman Elementary School property.
2. Approve application of the proceeds, \$96,174.00, toward the remaining principal amount of the outstanding debt under the Installment Financing Agreement dated December 1, 2009.

**ATTACHMENTS:**

Description	Type
Exhibit 1	Backup Material
Exhibit 2	Backup Material
Exhibit 3	Backup Material





STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION

ROY COOPER  
GOVERNOR

JAMES H. TROGDON, III  
SECRETARY

30 April, 2018

WBS NUMBER: 39049.2.1  
F.A. PROJECT: NHF-0100(025)  
I.D. NUMBER: U-4405 053  
COUNTY: Cumberland  
DESCRIPTION: US 401 from west of Hampton Oaks Drive to east of Fairway Dr.  
Property Location: Seventy-First Elementary School

**Mr. Moorefield,**

Please see enclosed revised offer; draft of agreement and copies of plan-sheets for parcel 053.

Temporary Construction Easement was revised and slightly increased to 1.676Ac. CCBOE notified us, that Cumberland County is looking for approval of Cumberland County Board of Education, before they sign the agreements, so the same package of documents I mailed to Mr. Del Crawford (910-850-4508; delcrawford@crawforddsn.com), who is a landscape architect and contact person for Cumberland County Board of Education.

NCDOT is asking to accept the offer and please let me know when Cumberland County would schedule a board meeting to approve this easement agreement?

Thank you so much!

**Elena Hayden(Bost)**

Right of Way Agent

Division 6 – Right of Way Office

North Carolina Department of Transportation

910-364-0605 office

910-364-0529 direct

[evbost@ncdot.gov](mailto:evbost@ncdot.gov)

PO BOX 1150 (Mail)  
Fayetteville NC 28302

455 Transportation Dr. (Delivery)  
Fayetteville NC 28301  
**Fayetteville, NC 28301-5027**



Mailing Address:  
NC DEPARTMENT OF TRANSPORTATION  
RIGHT OF WAY  
P.O. BOX 1150  
FAYETTEVILLE, NC 28302

Telephone: (910) 364-0605  
Customer Service: 1-877-368-4968

Website: [www.ncdot.gov](http://www.ncdot.gov)

Location:  
455 TRANSPORTATION DRIVE  
FAYETTEVILLE, NC 28301

REVISED, VOIDS AND SUPERSEDES ALL PREVIOUS SUMMARY STATEMENTS/CONTINGENT OFFERS  
SUMMARY STATEMENT/CONTINGENT OFFER TO PURCHASE REAL PROPERTY  
DUE TO THE ACQUISITION OF RIGHT OF WAY AND DAMAGES

TO: Cumberland County- P.O. Box 449, Fayetteville, NC  
28302  
Cumberland County Board of Education  
PO BOX 2357, Fayetteville NC 28302

DATE: 04/26/18

TO: Lessee, if Applicable  
n/a

TIP/PARCEL NO.: U-4405 053

COUNTY: Cumberland

WBS ELEMENT: 39049.2.1

DESCRIPTION: Fayetteville Outer Loop from South of SR 1104 to South of US 401

Dear Property Owner:

The following contingent offer of just compensation is based on the fair market value of the property and is not less than the approved appraised value for the appropriate legal compensable interest or interests. The approved value disregards any increase or decrease in the fair market value of the property acquired due to influence caused by public knowledge of this project. The contingent offer of just compensation is based on an analysis of market data, comparable land sales, and, if applicable, building costs in the area of your property. **Please retain this form as it contains pertinent income tax information.**

Value of Right of Way to be Acquired	\$	
Value of Permanent Easements to be Acquired	\$	16,000
Value of Temporary Easement (Rental of Land) to be Acquired	\$	53,920
Value of Improvements to be Acquired	\$	26,254
Damages, if any, to Remainder	\$	
Benefits, if any, to Remainder	minus \$	

**TOTAL CONTINGENT OFFER** **\$ 96,174**

The total contingent offer includes all interests other than leases involving Federal Agencies and Tenant owned improvements.

(A) Description of the land and effects of the acquisition

Subject property described in Deed Book 8304, page 55, Cumberland County Registry, contains approximately 16.860 acres of which 0.000 acres is being acquired as right of way, leaving 16.860 acres remaining on the left with access to Raeford Rd. Being acquired is a temporary construction easement containing approximately 1.676 acres, a Temporary Drainage Easement (TDE) containing approximately 0.009 acres, and permanent drainage easement containing approximately 0.100 acres.

(B) The TOTAL CONTINGENT OFFER includes payment for the improvements and appurtenances described below:  
Landscaping, Asphalt Paving, Concrete Curbing, Area Lights, Concrete Paving

Provided there is sufficient time remaining in the project schedule, you may repurchase these improvements for a retention value, with the stipulation that you remove them from the acquisition area at no expense to the Department.

(C) Should you desire to sell the Department the portion of your property considered to be an uneconomic remnant or buildable lot, as explained to you by the Right of Way Agent, the total contingent offer would be: \$ n/a. Please note that any contingent offer to purchase a remnant/buildable lot is conditioned upon the remnant/buildable lot being environmentally clean prior to the conveyance to the Department. You may be required to provide the Department with a release from the appropriate environmental agency stating that all contaminants have been remediated and/or removed to their standards.

The original of this form was handed/mailed, if out of state owner, to Mr. Del Crawford, Mr. Moorefield on 04/26 20 18. Owner was furnished a copy of the Right of Way Brochure/Owner's Letter.

I will be available at your convenience to discuss this matter further with you. My telephone number is 910-364-0529

Please be advised that the agent signing this form is only authorized to recommend settlement to the North Carolina Department of Transportation, and any recommended settlement is not a binding contract unless and until accepted by the North Carolina Department of Transportation by its formal execution of documents for conveyance of Right of Way, Easements, and/or other interests.

*Elena Bost*

(Signed)

Elena Bost - Right of Way Agent





Revenue Stamps \$ \_\_\_\_\_

## DRAINAGE EASEMENT

THIS INSTRUMENT DRAWN BY Elena Hayden CHECKED BY [Signature]

Return to: Division R/W Agent, NCDOT

NORTH CAROLINA  
COUNTY OF Cumberland  
TAX PARCEL 9496-69-5139,9496-68-7774

TIP/PARCEL NUMBER: U-4405 053  
WBS ELEMENT: 39049.2.1  
ROUTE: US401 from West of Hampton Oaks Dr.

THIS EASEMENT, made and entered into this the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_  
by and between County of Cumberland - PO BOX 449, Fayetteville NC 28302

hereinafter referred to as GRANTORS, and the Department of Transportation, an agency of the State of North Carolina, 1546 Mail Service Center, Raleigh, NC 27611, hereinafter referred to as the Department;

### WITNESSETH

THAT WHEREAS, the DEPARTMENT desires to construct and maintain a drainage facility through and across the property of GRANTORS,

AND WHEREAS, GRANTORS, recognizing the benefits accruing to their said property through the construction and maintenance by the DEPARTMENT of roads and highways upon or in the vicinity of said property of GRANTORS,

NOW, THEREFORE, in consideration of said benefits, and further consideration of \$ \_\_\_\_\_ and other valuable considerations, GRANTORS hereby release the DEPARTMENT, its successors and assigns, from any and all claims for damages by reason of the construction and maintenance of said drainage facility across and through the lands of GRANTORS, and GRANTORS hereby give, grant, bargain, sell and convey unto the DEPARTMENT, its successors, and assigns, an easement for the construction and maintenance of a drainage facility across and through the property of GRANTORS located in Seventy-First Township, Cumberland County, and being more fully described in a deed recorded in Book 8304, Page 55, Cumberland County Registry, said easement being described as follows:

Point of beginning being N 84°26'3.7" W, 243.015 feet from -L- Sta 35+00; thence to a point on a bearing of N 13°59'15.7" W, 33.667 feet; thence to a point on a bearing of S 76°00'44.3" W, 131.626 feet; thence to a point on a bearing of S 17°05'49.4" E, 33.193 feet; thence to a point on a bearing of N 76°14'34.6" E, 129.827 feet; returning to the point and place of beginning. Having an area of 4366.743 Sqr feet being 0.100 acres

The final right of way plans showing the above described area are to be certified and recorded in the Office of the Register of Deeds for said county pursuant to N.C.G.S. 136-19.4, reference to which plans is hereby made for purposes of further description and for greater certainty.

Said Permanent Drainage easement in perpetuity is for the installation and maintenance of drainage facilities, and for all purposes for which the DEPARTMENT is authorized by law to subject same. The Department and its agents or assigns shall have the right to construct and maintain in a proper manner in, upon and through said premises a drainage facility with all necessary pipes, poles and appurtenances, together with the right at all times to enter said premises for the purpose of inspecting said drainage facility and making all necessary repairs and alterations thereon; together with the right to cut away and keep clear of said drainage facility all trees and other obstructions that may in any way endanger or interfere with the proper maintenance and operation of the same with the right at all times of ingress, egress and regress.

It is understood and agreed that the Department shall have the right to construct and maintain the cut and/or fill slopes in the above-described permanent drainage easement area(s). It is further understood and agreed that Permanent Drainage shall be used by the Department for additional working area during the above described project.

IN ADDITION, and for the aforesaid consideration, the GRANTORS further hereby convey to the DEPARTMENT, its successors and assigns the following described areas and interests:

**Temporary Construction Easement, described as follows:**

**Area 1:**

Point of beginning being N 35°54'4.3" E, 124.216 feet from -L- Sta 35+00; thence to a point on a bearing of N 76°14'34.6" E, 175.401 feet; thence to a point on a bearing of N 13°59'48.0" W, 16.677 feet; thence to a point on a bearing of N 13°59'11.7" W, 134.000 feet; thence to a point on a bearing of N 76°00'44.3" E, 15.830 feet; thence to a point on a bearing of N 17°05'45.1" W, 353.420 feet; thence to a point on a bearing of S 75°29'12.0" W, 98.071 feet; thence to a point on a bearing of S 14°59'58.8" E, 105.821 feet; thence to a point on a bearing of S 76°48'53.8" E, 42.942 feet; thence to a point on a bearing of S 14°14'0.0" E, 216.587 feet; thence to a point on a bearing of S 76°00'44.3" W, 115.000 feet; thence to a point on a bearing of S 13°59'15.7" E, 159.971 feet; returning to the point and place of beginning. Having an area of 55762.029 Sqr feet being 1.280 acres

**Area 2:**

Point of beginning being N 28°19'30.5" E, 978.943 feet from -L- Sta 35+00; thence to a point on a bearing of S 87°07'7.4" E, 320.908 feet; thence to a point on a bearing of N 03°34'37.8" E, 54.241 feet; thence to a point on a bearing of S 61°44'45.8" W, 6.117 feet; thence to a point on a bearing of N 57°20'14.9" W, 42.942 feet; thence to a point on a bearing of S 88°30'48.6" W, 125.782 feet; thence to a point on a bearing of S 81°02'59.9" W, 75.392 feet; thence to a point on a bearing of S 66°30'40.6" W, 79.023 feet; thence to a point on a bearing of S 39°18'46.4" W, 15.246 feet; returning to the point and place of beginning. Having an area of 17270.553 Sqr feet being 0.396 acres

It is understood and agreed that the Department shall have the right to construct and maintain the cut and/or fill slopes in the above described temporary easement area(s) until such time that the property owners alter the adjacent lands in such a manner that the cut and/or fill slopes are no longer needed for the lateral support of the roadway. Any additional construction areas lying beyond the cut and/or fill slopes and extending beyond the right of way limits and beyond any permanent easement areas will terminate upon completion and acceptance of the project. The underlying fee owner shall have the right to continue to use the Temporary Easement area(s) in any manner and for any purpose, including but not limited to the use of said area for access, ingress, egress, and parking, that does not, in the determination of the Department, obstruct or materially impair the actual use of the easement area(s) by the Department of Transportation, its agents, assigns, and contractors.

**Temporary Drainage Easement, described as follows:**

Point of beginning being N 59°39'47.0" E, 281.795 feet from -L- Sta 35+00; thence to a point on a bearing of N 76°14'34.6" E, 24.017 feet; thence to a point on a bearing of N 17°05'45.1" W, 16.799 feet; thence to a point on a bearing of S 76°00'44.3" W, 23.109 feet; thence to a point on a bearing of S 13°59'48.0" E, 16.677 feet; returning to the point and place of beginning. Having an area of 394.075 Sqr feet being 0.009 acres

COUNTY: Cumberland WBS ELEMENT: 39049.2.1 TIP/PARCEL NO.: U-4405 053

It is understood and agreed that the Department shall have the right to construct and maintain the cut and/or fill slopes in the above described temporary easement area(s) until such time that the property owners alter the adjacent lands in such a manner that the cut and/or fill slopes are no longer needed for the lateral support of the roadway. Any additional construction areas lying beyond the cut and/or fill slopes and extending beyond the right of way limits and beyond any permanent easement areas will terminate upon completion and acceptance of the project. The underlying fee owner shall have the right to continue to use the Temporary Easement area(s) in any manner and for any purpose, including but not limited to the use of said area for access, ingress, egress, and parking, that does not, in the determination of the Department, obstruct or materially impair the actual use of the easement area(s) by the Department of Transportation, its agents, assigns, and contractors.

This EASEMENT is subject to the following provisions only:

The undersigned property owners request that the Department enter upon our lands outside the right of way to the extent necessary for the reconnection of our driveway and we will have no further claim as a result of said reconnection

There are no conditions to this EASEMENT not expressed herein.

To HAVE AND TO HOLD said perpetual easement for highway purposes unto the DEPARTMENT, its successors and assigns, and the GRANTORS, for themselves, their heirs, successors, executors and assigns, hereby warrant and covenant that they are the sole owners of the property; that they solely have the right to grant the easement; and that they will forever warrant and defend title to the same against the lawful claims of all persons whomsoever;

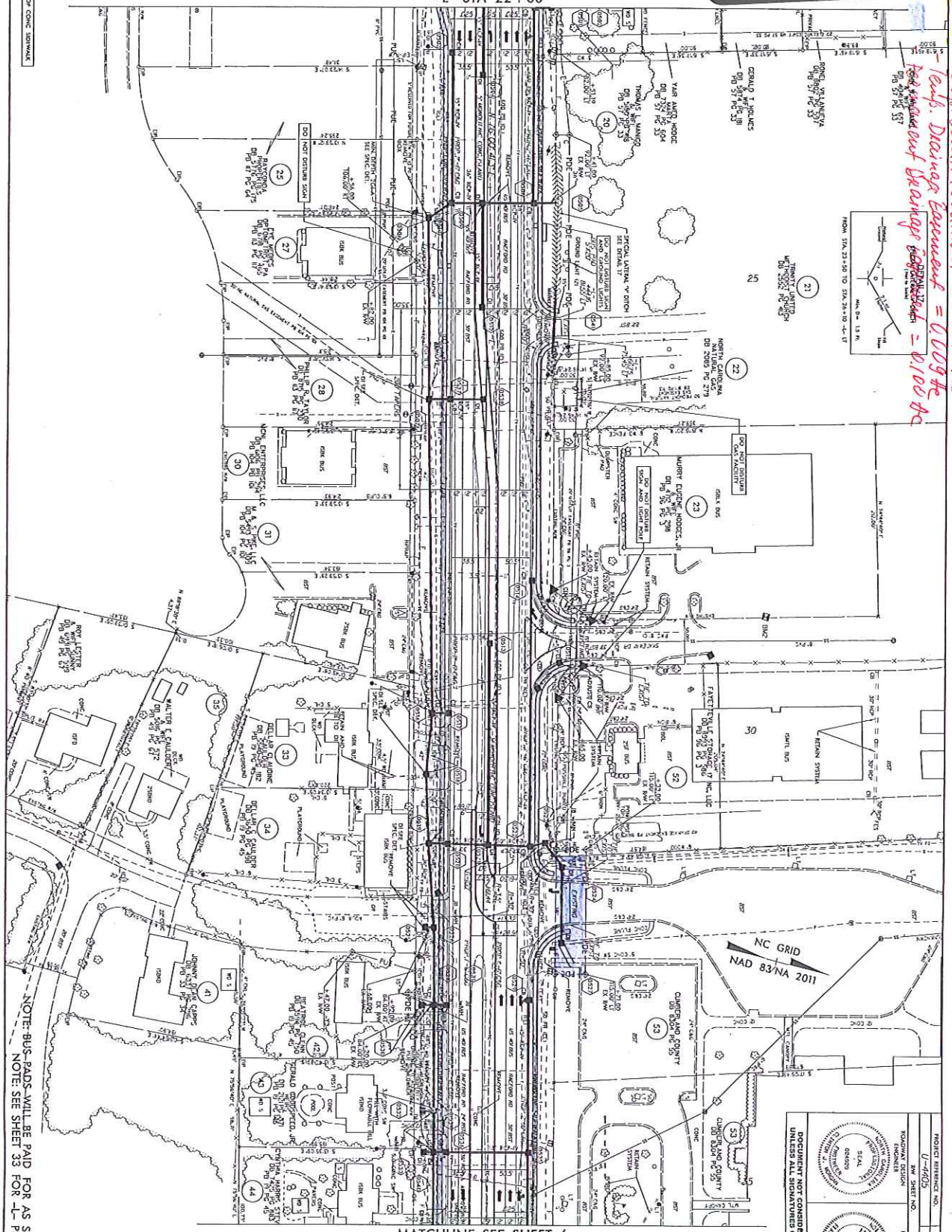
The Grantors acknowledge that the project plans for Project # 39049.2.1 have been made available to them. The Grantors further acknowledge that the consideration stated herein is full and just compensation pursuant to Article 9, Chapter 136 of the North Carolina General Statutes for the acquisition of the said interests and areas by the Department of Transportation and for any and all damages to the value of their remaining property; for any and all claims for interest and costs; for any and all damages caused by the acquisition for the construction of Department of Transportation Project # 39049.2.1, Cumberland County, and for the past and future use of said areas by the Department of Transportation, its successors and assigns for all purposes for which the said Department is authorized by law to subject the same.



[illegible]

3

10-APR-2013 12:10  
R:\Roadway\N\Co\W4405.rdy.psh.05.dgn  
\$\$\$\$JSEF:mc\$\$\$\$



- Total south. Export = 1.676 Ae  
 - Total. Draining Eastward = 0.009 Ae  
 - Total. Draining Westward = 0.100 Ae

~~NOTE: BUS-PADS WILL BE PAID FOR AS SIDEWALK~~  
~~NOTE: SEE SHEET 33 FOR -1- PROFILE~~

MATCHLINE SEE SHEET 6  
-L- STA 35+50

[illegible]



WATCHLINE SEE SHEET 28  
-SR3- STA 13+50

MAINTENANCE SEE SHEET 28  
-Y4- STA 16+50

NC GRID  
NAD 83/NA 2011

NOTE: BUS PADS WILL BE PAID FOR AS SIDEWALK  
NOTE: SEE SHEET 33 & 34 FOR -L- PROFILE  
SEE SHEET 46 FOR -Y4- PROFILE  
NOTE: SEE SHEET 5- FOR STRUCTURE PLANS

PROJECT REFERENCE NO.	SW-4405	SHEET NO.	6
ROADWAY DESIGN 1/2" = 1' SCALE 10/10/2014 C. M. [Signature]		HYDRAULICS 1/2" = 1' SCALE 10/10/2014 M. J. [Signature]	
1/2" = 1' SCALE 10/10/2014 C. M. [Signature]		1/2" = 1' SCALE 10/10/2014 M. J. [Signature]	
DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED			



13-APR-2018 14:24  
 13-APR-2018 14:24  
 13-APR-2018 14:24

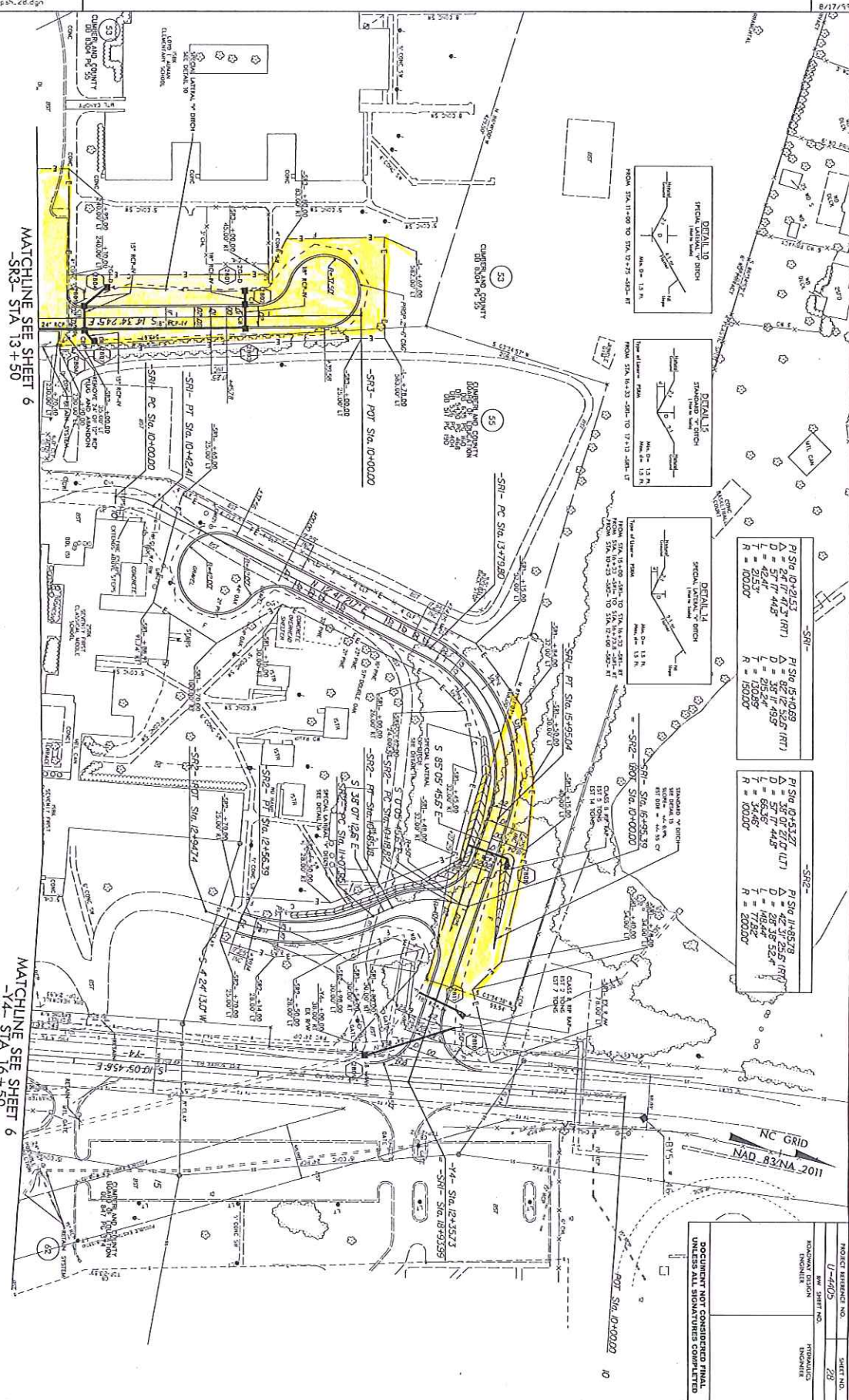
REVISIONS  
 FROM REV. - APR 14/2017 - Partial Final Survey along Portals 53 and 54  
 FROM REV. - APR 25/2017 - Partial Final Survey along Portals 53 and 54  
 FROM REV. - APR 25/2017 - Partial Final Survey along Portals 53 and 54

8/17/19

MATCHLINE SEE SHEET 6  
 -SR3- STA 13+50

MATCHLINE SEE SHEET 6  
 -14- STA 16+50

NOTE: SEE SHEET 50 FOR -SR1- PROFILE  
 SEE SHEET 51 FOR -SR2- PROFILE  
 SEE SHEET 51 FOR -SR3- PROFILE



-SR1-

PI STA 10+25.27 (INT)	PI STA 15+00.00 (INT)
D = 57' 4.48"	D = 35' 7.43"
L = 42.41'	L = 25.24'
T = 21.53'	T = 13.02'
R = 100.00'	R = 100.00'

-SR2-

PI STA 18+53.27 (LT)	PI STA 14+85.28 (RT)
D = 57' 4.48"	D = 35' 7.43"
L = 42.41'	L = 25.24'
T = 21.53'	T = 13.02'
R = 100.00'	R = 100.00'

PROJECT NUMBER NO.	SHEET NO.
U-4405	28
DESIGNED BY	PREPARED BY
ENGINEER	ENGINEER
DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED	



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

**MEMORANDUM FOR THE AGENDA OF THE MAY 9, 2019**  
**AGENDA SESSION**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: SALLY SHUTT**

**DATE: 5/3/2019**

**SUBJECT: UPDATE ON LEGISLATIVE ACTIONS AFFECTING CUMBERLAND  
COUNTY**

**Requested by: COMMISSIONER JIMMY KEEFE**

**Presenter(s): SALLY SHUTT, ASSISTANT COUNTY MANAGER**

**BACKGROUND**

An current update will be provided on legislative actions in the N.C. Senate and House affecting Cumberland County.



**FINANCE OFFICE**

**MEMORANDUM FOR THE AGENDA OF THE MAY 9, 2019  
AGENDA SESSION**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: VICKI EVANS, FINANCE DIRECTOR**

**DATE: 4/30/2019**

**SUBJECT: FINANCIAL REPORT**

**Requested by: AMY CANNON, COUNTY MANAGER**

**Presenter(s): VICKI EVANS, FINANCE DIRECTOR**

**BACKGROUND**

The financial report is included which shows results of the general fund for fiscal year 2019, March year-to-date. Additional detail has been provided on a separate page explaining percentages that may appear inconsistent with year-to-date budget expectations.

**RECOMMENDATION / PROPOSED ACTION**

No action needed - for discussion and information purposes only.

**ATTACHMENTS:**

Description

Monthly Financial Report FY2019 MAR YTD

Type

Backup Material

**County of Cumberland  
General Fund Revenues**

REVENUES	FY17-18 AUDITED	FY18-19 ADOPTED BUDGET	FY18-19 REVISED BUDGET	YTD ACTUAL	PERCENT OF BUDGET TO DATE	*
				AS OF 3/31/19		
Ad Valorem Taxes						
Current Year	\$ 163,194,457	\$ 163,777,000	\$ 163,777,000	\$ 163,558,925	99.9%	(1)
Prior Years	1,105,826	1,121,000	1,121,000	1,110,961	99.1%	
Motor Vehicles	18,788,786	18,326,000	18,326,000	12,737,751	69.5%	(2)
Penalties and Interest	740,525	500,000	500,000	564,535	112.9%	
Other	955,996	908,000	908,000	772,387	85.1%	
Total Ad Valorem Taxes	184,785,590	184,632,000	184,632,000	178,744,559	96.8%	
Other Taxes						
Sales	41,809,642	42,625,774	42,625,774	22,179,753	52.0%	(3)
Real Estate Transfer	1,096,191	700,000	700,000	1,012,103	144.6%	
Other	1,040,243	1,060,000	1,060,000	463,392	43.7%	
Total Other Taxes	43,946,076	44,385,774	44,385,774	23,655,248	53.3%	
Unrestricted & Restricted Intergovernmental Revenues	64,499,043	62,049,904	64,538,250	30,892,738	47.9%	(4)
Charges for Services	13,697,342	12,312,681	12,391,170	9,157,336	73.9%	
Other Sources (includes Transfers In)	8,790,385	2,442,205	2,574,680	2,259,111	87.7%	
Proceeds Refunding Bonds	23,005,000	-	-	-	0.0%	
Premium on COPS Sold	4,285,557	-	-	-	0.0%	
County Closing Contribution	254,735	-	-	-	0.0%	
Lease Land CFVMC	3,813,452	3,714,637	3,714,637	3,871,987	104.2%	(5)
Total Other	40,149,130	6,156,842	6,289,317	6,131,098	97.5%	
<b>Total Revenue</b>	<b>\$ 347,077,181</b>	<b>\$ 309,537,201</b>	<b>\$ 312,236,511</b>	<b>\$ 248,580,979</b>	<b>79.6%</b>	
Fund Balance Appropriation		7,447,195	23,121,777		0.0%	(6)
<b>Total Funding Sources</b>	<b>\$ 347,077,181</b>	<b>\$ 316,984,396</b>	<b>\$ 335,358,288</b>	<b>\$ 248,580,979</b>	<b>74.1%</b>	

**County of Cumberland**  
**General Fund Expenditures**

DEPARTMENTS	FY17-18 AUDITED	FY18-19 ADOPTED BUDGET	FY18-19 REVISED BUDGET	YTD ACTUAL	PERCENT OF BUDGET TO DATE	**
				AS OF March 31, 2019		
Governing Body	\$ 574,959	\$ 628,960	\$ 628,960	\$ 500,605	79.6%	
Administration	1,395,666	1,525,894	1,621,279	1,113,538	68.7%	
Public Affairs/Education	470,475	497,286	523,286	352,961	67.5%	
Human Resources	803,599	924,551	924,551	729,918	78.9%	
Print, Mail, and Design	690,408	788,684	788,684	599,608	76.0%	
Court Facilities	150,183	156,220	156,220	98,279	62.9%	
Facilities Maintenance	1,812,003	1,024,101	1,024,101	608,755	59.4%	
Landscaping & Grounds	591,282	669,140	675,672	487,309	72.1%	
Carpentry	184,325	162,507	162,507	118,866	73.1%	
Facilities Management	1,233,496	1,316,856	1,316,856	925,896	70.3%	
Public Buildings Janitorial	705,450	724,839	797,721	512,085	64.2%	
Central Maintenance	613,017	948,724	963,592	557,895	57.9%	
Information Services	3,425,808	4,336,330	7,094,766	3,674,026	51.8%	
Board of Elections	1,148,659	2,237,329	2,242,171	1,345,575	60.0%	
Finance	1,156,051	1,295,351	1,295,351	904,141	69.8%	
Legal	715,602	804,578	804,578	546,256	67.9%	
Register of Deeds	1,971,119	2,394,577	2,846,373	1,558,581	54.8%	
Tax	5,154,623	5,683,071	5,820,571	4,156,576	71.4%	
Debt Service	21,449,809	-	-	-	0.0% <sup>(1)</sup>	
General Government Other	2,816,737	3,967,735	4,426,999	2,418,952	54.6%	
Sheriff	46,553,352	52,720,576	53,022,145	37,724,796	71.1%	
Emergency Services	3,018,749	3,674,666	3,976,373	2,586,969	65.1%	
Criminal Justice Pretrial	447,799	564,038	564,038	376,360	66.7%	
Youth Diversion	9,549	63,654	63,654	17,219	27.1% <sup>(2)</sup>	
Animal Control	2,909,358	3,248,915	3,343,956	2,404,466	71.9%	
Public Safety Other (Medical Examiners, NC Detention Subsidy, etc.)	1,296,751	1,444,268	1,444,268	709,213	49.1%	
Public Health	21,281,667	23,104,110	23,506,540	16,374,229	69.7%	
Mental Health	3,098,258	5,463,227	5,471,227	5,153,840	94.2%	
Social Services	59,392,604	60,359,879	60,763,062	43,593,039	71.7%	
Veteran Services	383,191	408,159	408,159	276,836	67.8%	
Child Support	4,757,955	5,205,713	5,205,713	3,744,533	71.9%	

**County of Cumberland  
General Fund Expenditures**

DEPARTMENTS	FY17-18	FY18-19	FY18-19	YTD ACTUAL AS OF	PERCENT OF	**
	AUDITED	ADOPTED BUDGET	REVISED BUDGET	March 31, 2019	BUDGET TO DATE	
Spring Lake Resource Administration	30,978	34,332	34,332	20,229	58.9%	
Library	10,176,826	10,807,325	10,829,363	8,042,958	74.3%	
Stadium Maintenance	92,285	117,296	117,296	73,978	63.1%	
Culture Recreation Other (Some of the Community Funding)	268,069	268,069	268,069	236,535	88.2%	
Planning	2,888,049	3,522,591	3,528,841	2,276,513	64.5%	
Engineering	1,171,023	1,987,178	1,587,178	786,303	49.5%	
Cooperative Extension	550,814	717,173	719,173	464,281	64.6%	
Location Services	304,055	315,177	315,177	112,318	35.6%	(3)
Soil Conservation	142,710	142,570	647,875	165,067	25.5%	(4)
Public Utilities	89,168	87,153	87,153	64,994	74.6%	
Economic Physical Development Other	20,000	20,000	20,000	20,000	100.0%	
Industrial Park	1,117	1,104	11,254	8,726	77.5%	
Economic Incentive	462,345	461,677	461,677	429,725	93.1%	
Water and Sewer	-	250,000	250,000	-	0.0%	(5)
Education	93,830,717	92,457,009	93,143,900	76,908,194	82.6%	
Other Uses:						
Transfers Out	7,611,953	19,451,804	31,453,627	851,817	2.7%	(6)
Refunding of 2009A and 2011B LOBS	27,531,480	-	-	-	0.0%	(7)
<b>TOTAL</b>	<b>\$ 335,384,092</b>	<b>\$ 316,984,396</b>	<b>\$ 335,358,288</b>	<b>\$ 224,632,955</b>	<b>67.0%</b>	

Expenditures by Category	FY17-18	FY18-19	FY18-19	AS OF	PERCENT OF
	UNAUDITED	ADOPTED BUDGET	REVISED BUDGET	March 31, 2019	BUDGET TO DATE
Personnel Expenditures	\$ 123,827,311	\$ 140,421,227	\$ 140,095,460	\$ 99,991,067	71.4%
Operating Expenditures	151,864,357	153,678,512	160,829,191	122,033,068	75.9%
Capital Outlay	2,582,289	2,655,876	2,980,010	1,757,003	59.0%
Debt Service	21,966,702	-	-	-	0.0% (1)
Refunding of 2009A and 2011B LOBS	27,531,480	-	-	-	0.0% (7)
Transfers To Other Funds	7,611,953	20,228,781	31,453,627	851,817	2.7% (6)
TOTAL	\$ 335,384,092	\$ 316,984,396	\$ 335,358,288	\$ 224,632,955	67.0%

## COUNTY OF CUMBERLAND

Fiscal Year 2019 - March Year-to-Date Actuals (Report Run Date: April 23, 2019)

### Additional Detail

#### General Fund Revenues

\*

- (1) **Current Year Ad Valorem** 99.9% - the bulk of revenues are typically recorded between November - January.
- (2) **Motor Vehicles** 69.5% - YTD Actual reflects 8 months of collections.
- (3) **Sales Tax** 52.0% - YTD Actual reflected 6 month of collections.
- (4) **Unrestricted/Restricted Intergovernmental** 47.9% - A large portion of this revenue is expenditure based. Funds are spent/then we are paid. This leads to a one-two month lag in receipt of this funding.
- (5) **Lease Land CFVMC** 104.2% - paid in full.
- (6) **Fund Balance Appropriation** 0% - Direct entries are not made to fund balance.

#### General Fund Expenditures

\*\*

- (1) **Debt Service NA** - This category has been moved out of the general fund and into the capital investment fund.
- (2) **Youth Diversion 27.1%** - Staff has not been hired. An allocation is done for the administrative assistant that is helping with the program currently.
- (3) **Location Services 35.6%** - Vacant position within the department.
- (4) **Soil Conservation 25.5%** - The Stream Debris Removal grant has not been expended at this time.
- (5) **Water and Sewer 0%** - No expenditures have been incurred.
- (6) **Transfers Out 2.7%** - The transfers are often prepared towards the end of the fiscal year.
- (7) **Refunding NA** - The County has not completed a refunding this fiscal year.





**ENGINEERING AND INFRASTRUCTURE DEPARTMENT**

**MEMORANDUM FOR THE AGENDA OF THE MAY 9, 2019**  
**AGENDA SESSION**

**TO: BOARD OF COUNTY COMMISSIONERS**

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

**DATE: 4/29/2019**

**SUBJECT: PROJECT UPDATES**

**Requested by: AMY H. CANNON, COUNTY MANAGER**

**Presenter(s): ALLAN J. RIDDLE, PE, ASSISTANT COUNTY ENGINEER**

**BACKGROUND**

Please find attached the monthly project update report for your review.

**RECOMMENDATION / PROPOSED ACTION**

This is for information purposes only as there is no action required for this item.

**ATTACHMENTS:**

Description

Project Updates

Type

Backup Material

## MONTHLY PROGRESS REPORT

Project Location	Construction Amount	Project Status	Contract Duration
Courthouse, Detention Center, Community Corrections, Headquarters Library Parking Lots	\$174,251.53	HQ Parking Lot improvements are the remaining improvements on this project. The project has been delayed by PNG and PWC.	90 days
Veteran's Services Parking Lot	\$135,462.33	Contractor initiated work on 4/29/2019. The contractor is performing demolition to the parking lot.	40 days
Crown Complex Stormwater Pond A	\$642,212.50	Contractor is performing earthen dam construction. The contractor anticipates seeding/mulching the project by 5/31/19.	150 days
Crown Complex Stormwater Pond B	\$705,040.00	The contractor is performing sheet pile installation.	150 days
Overhills Park Water and Sewer District	\$4,131,106.59	Contractor is performing repairs to both lift stations. The contractor is awaiting the arrival of parts to complete the lift station repairs due to Hurricane Florence.	565 days
Crown Coliseum Ice Plant, Chiller and Ice Floor Replacement	\$3,441,390.00	The contractor intends to initiate work in late May that includes removing refrigerant, preparing new mechanical yard and demolition of the existing ice plant and chiller.	150 days
Expo Center and Crown Coliseum East Parking Lot	\$1,328,480.00	The anticipated start date is June 9th for this project. This will be after scheduled events for the Coliseum.	60 days
Building Maintenance and Central Maintenance Parking Lot	\$420,422.87	Contractor initiated work on 4/22/2019. The contractor is performing demolition to the parking lot.	180 days
Roof Repairs Project	\$344,000.00	The contractor is performing punch list items at Spring Lake Library and Spring Lake Family Resource Center, Animal Control being the final location of the project.	120 days
Detention Center Boiler and Grinder Pump Replacement	\$379,997.00	The contractor prepared the fence for the grinder pump installation. Contractor is awaiting materials to begin installation of the grinder pump and boilers.	120 days
Detention Center Lobby Renovation	\$148,887.81	Preconstruction meeting was on 2/27/19 and PO provided to the contractor on 3/13/19. The contractor and architect met on-site with staff on 3/20. The contractor is awaiting materials to begin installation.	120 days
Department of Social Services Chiller Replacement Project	\$471,600.00	The contractor is preparing the location for the new chiller from 5/3-5/5/19. The work includes draining the system, re-filling the system and extending the concrete pad for the new chiller. The contractor has ordered materials for the project, once delivered, the demolition and installation will take place.	120 days
LEC Elevator Modernization Project	\$122,000.00	The engineer has received the purchase order for the design of the project. The design costs associated with the project are the only costs we have incurred at this time.	
Judge E. Maurice Braswell Courthouse Generator	\$91,500.00	The engineer is preparing construction documents and plans for review by the County on 4/24 to advertise in the paper on 4/28 and a bid date of 5/21/19. The design costs associated with the project are the only costs that are known at this time.	



**ASSISTANT COUNTY MANAGER GENERAL GOVERNMENT AND STEWARDSHIP**

**MEMORANDUM FOR THE AGENDA OF THE MAY 9, 2019**  
**AGENDA SESSION**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: JULIE CRAWFORD, BENEFITS COORDINATOR**

**DATE: 4/25/2019**

**SUBJECT: HEALTH INSURANCE UPDATE**

**Requested by: AMY CANNON, COUNTY MANAGER**

**Presenter(s): N/A**

**BACKGROUND**

Total health insurance claims for FY19 are up 1.2% for the month of March as compared to the same month in FY18. To provide some perspective on the claims, below is the 9-month average for the past 5 fiscal years. This average represents the average claims for July - March of each fiscal year. Additionally, graphs are provided as an aid to the analysis.

Year to date claims thru March \$16,251,894  
Less year to date stop loss credits (\$2,137,048)  
Net year to date claims thru March \$14,114,846

Average claims (before stop loss) per fiscal year through March:

FY15 \$1,509,112  
FY16 \$1,745,427  
FY17 \$1,502,409  
FY18 \$1,484,097  
FY19 \$1,805,766

**RECOMMENDATION / PROPOSED ACTION**

For information only – no action needed.

**ATTACHMENTS:**

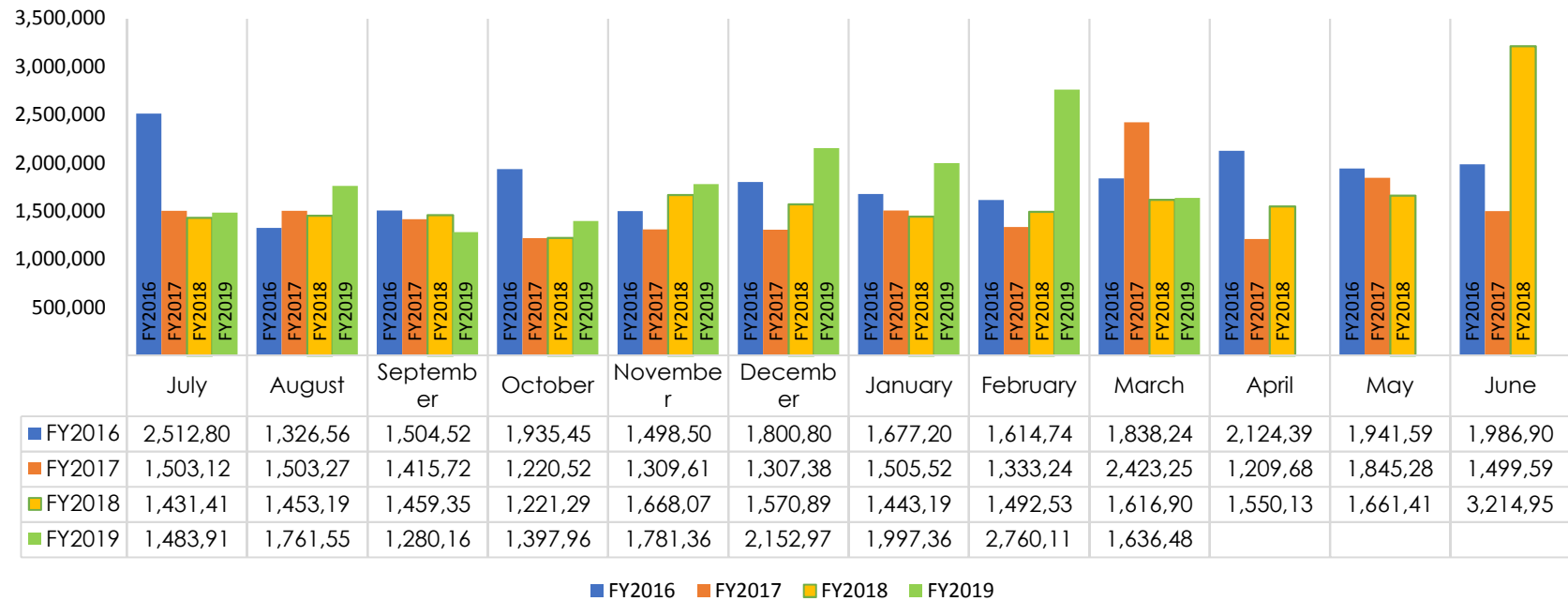
Description

Health Insurance Graphs

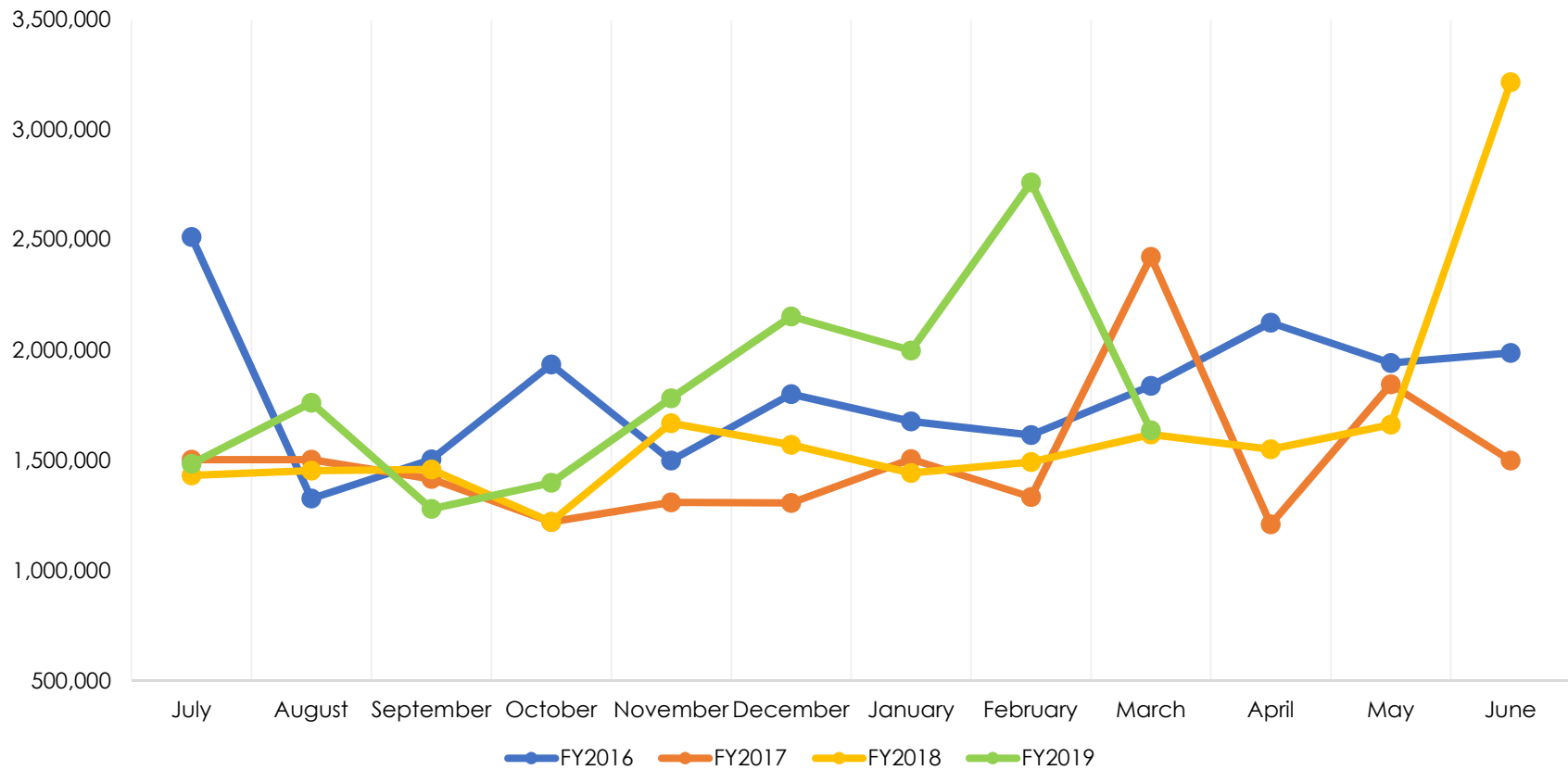
Type

Backup Material

# Monthly Insurance Claims FY16-FY19



## Monthly Insurance Claims FY16 - FY19





## **COMMUNITY DEVELOPMENT**

### **MEMORANDUM FOR THE AGENDA OF THE MAY 9, 2019 AGENDA SESSION**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: DEE TAYLOR, COMMUNITY DEVELOPMENT DIRECTOR**

**DATE: 5/2/2019**

**SUBJECT: COMMUNITY DEVELOPMENT BLOCK GRANT - DISASTER  
RECOVERY (CDBG-DR) UPDATE**

**Requested by: AMY CANNON, COUNTY MANAGER**

**Presenter(s): COMMUNITY DEVELOPMENT STAFF**

#### **BACKGROUND**

This monthly report reflects information captured in a State-maintained database that tracks Hurricane Matthew victims and their applications for aid. Cumberland County, in partnership with NC Emergency Management, is implementing grant activities funded through the Community Development Block Grant - Disaster Recovery (CDBG-DR) Program. Community Development Staff is in the process of conducting a thorough review for the June 2019 monthly report as a result of recent changes at the State level. Identified impacts, if any, will be emphasized in the June 2019 Report.

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

No action is needed. This item is provided for information purposes only.

#### **ATTACHMENTS:**

Description	Type
CDBG-DR Monthly Report	Backup Material



**CUMBERLAND COUNTY CDBG-DR PROGRAM UPDATE**  
**FOR THE MAY 9, 2019**  
**BOARD OF COMMISSIONER'S AGENDA SESSION**

Status as of April 30, 2019:

Total Applications	County Application Intake (Step 1)	State Eligibility Check (Step 2)	State Duplication of Benefits Check (Step 3)	State Under Further Review
321	21 (2county/19 city)	21(1 county/19 city)	6 (6 city/0 county)	54 (15 county/39 city)
State Inspection & Environmental Review (Step 4)	State Grant Determination (Step 5)	Contractor Selection/Bid Work (Step 6 & 7)	Complete (Step 8)	Withdrawn/Ineligible/Inactive
22 (11 county/11 city)	135 (70 county/65 city)	3 (0 county/3 city)	2 (2county/0 city)	23 (11 county/12 city) 38 (16 county/22 city) 7 (0 county/7 city)

*\*Step 1 performed by County; Steps 2-8 performed by State for County; Steps 2-8 performed by Horne & State for City*

Milestones/Activities:

- Board approved proposed Draft Amendment One to CDBG-DR Agreement between State and County submitted to NCEM/Commerce –HUD approval State's Action Plan Amendment #3 March 5;
- Ongoing– County staff finalizing processing applications, follow-up with all applicants and submitting to State for conducting Steps 2-8. Staff continue to follow-up with applicants under Steps 2 – 5. Staff is currently reviewing the County applicant status in Step 5 to determine actual stage of grant determinations, awards letters, appeals and denials.
- NCORR projects that they will stop taking new applications on May 31 for Hurricane Matthew single family housing recovery program;
- Robins Meadow Permanent Supportive Housing Project – staff waiting for NCORR to provide notification of RROF from HUD;
- Robins Meadow Permanent Supportive Housing Project A/E Services RFQ closed – staff meeting with selected proposer next week;
- Community Resource Center Project new preliminary project site information form submitted to NCORR – pending response from State;
- NCORR is still developing policies before implementing the following programs – Buyout/Acquisition; Renters/Landlords under the CDBG-DR Program;
- DRA-17 Program – County and State staff actively proceeding with the initial 6 properties for potential buyout

Current Staffing:

- State POC: John Ebbighausen – Director of Disaster Recovery Programs, NC Office of Recovery & Resiliency (NCORR); David Cauthorn, Comm. Outreach Specialist/Data Coordinator – NCORR
- Cumberland County:
  - Sylvia McLean, P.T. Community Development (CD) Consultant; Chavaungh McLamb, Admin Housing Coordinator II; Tye Vaught, Admin Program Officer II
- City of Fayetteville: Cindy Blot, Eco & CD Director; Horne, LLC

Hours of Operation (Cumberland County Application Intake Center):

- Monday – Friday, 9 a.m. to 4 p.m.
- Location – Cumberland County Community Development Dept – 707 Executive Place