

---

**AGENDA**  
**CUMBERLAND COUNTY BOARD OF COMMISSIONERS**  
**REGULAR AGENDA SESSION**  
**JUDGE E. MAURICE BRASWELL**  
**CUMBERLAND COUNTY COURTHOUSE - ROOM 564**  
**MARCH 12, 2020**  
**1:00 PM**

---

1. APPROVAL OF AGENDA
2. APPROVAL OF MINUTES
  - A. December 12, 2019 Agenda Session Regular Meeting Minutes
3. PRESENTATIONS
  - A. Update on COVID-19 (Coronavirus) Local Activities and Public Health Emergency Preparedness
  - B. Solid Waste Anti-Litter Campaign
4. CONSIDERATION OF AGENDA ITEMS
  - A. Health Insurance Plan for Fiscal Year 2021 Presented by Kevin Quinn, USI
  - B. Revised Subrecipient Agreement with Family Endeavors, Inc.
  - C. Opening Ft. Bragg Under Used Facilities to Local Community Residents
  - D. Amended Memorandum of Agreement for State Acquisition Relocation Funds with the North Carolina Department of Public Safety - Division of Emergency Management
  - E. Contract for Detention Center Grinder Pump
  - F. Contract for Crown Complex Parking Lot Improvements
  - G. Encroachment Agreement with North Carolina Department of Transportation (NCDOT) for NORCRESS Water & Sewer District
5. OTHER ITEMS
6. MONTHLY REPORTS
  - A. Community Development -Disaster Recovery Update
  - B. Financial Report
  - C. Project Updates
  - D. Health Insurance Update
7. CLOSED SESSION:
  - A. Attorney-Client Matter(s) Pursuant to NCGS 143.318.11(a)(3)

**ADJOURN**

**AGENDA SESSION MEETINGS:**

**April 9, 2020 (Thursday) 1:00 P.M.**

**May 14, 2020 (Thursday) 1:00 P.M.**



**DEPARTMENT OF PUBLIC HEALTH**

**MEMORANDUM FOR THE AGENDA OF THE MARCH 12, 2020**  
**AGENDA SESSION**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: DR. JENNIFER GREEN, PUBLIC HEALTH DIRECTOR**

**DATE: 3/12/2020**

**SUBJECT: UPDATE ON COVID-19 (CORONAVIRUS) LOCAL ACTIVITIES AND  
PUBLIC HEALTH EMERGENCY PREPAREDNESS**

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

**Presenter(s): DR. JENNIFER GREEN, PUBLIC HEALTH DIRECTOR**

**BACKGROUND**

The Board will receive an update on the status of COVID-19 (Coronavirus) and the Public Health Department response. Additionally, Management will brief the Board on internal measures taken to notify and inform the public and safeguard the health and wellness of the County workforce.

**RECOMMENDATION / PROPOSED ACTION**

No action needed; for presentation purposes only.

**ATTACHMENTS:**

Description

COVID 19 Presentation

Type

Backup Material

# Coronavirus (COVID-19) Update

March 4, 2020

Cumberland County Board of Commissioners

Jennifer Green, PhD, MPH

Cumberland County Public Health Director

# Disclaimer

- This is a rapidly evolving situation and recommendations will change
- Data on these slides are up to date as of 3/4/2020
- Data are from Centers for Disease Control and Prevention (CDC) and NC Department of Health and Human Services

# What is Coronavirus (COVID-19)?

- A novel coronavirus
  - There are many types of coronaviruses
- Identified in Wuhan, China
- Respiratory illness
- Spread person to person
- Close contact (6 feet)
- Respiratory droplets
- Symptoms
  - Fever
  - Cough
  - Shortness of breath
- Mortality rate is low (~3.4%)
  - Increases with age
- Not the flu!

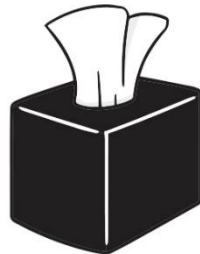
## **General prevention recommendations for COVID-19 are the same as those to prevent the spread of flu and other respiratory viral infections**



- **Wash hands often with soap and water for at least 20 seconds**



- **If soap and water are not available, use an alcohol-based hand sanitizer**



- **Avoid touching your eyes, nose, or mouth with unwashed hands**
- **Avoid contact with others who are sick**
- **Cover your mouth and nose with a tissue or sleeve, not your hands, when coughing or sneezing**

# The majority of COVID-19 cases are in mainland China



More than 90,000 cases globally (over 3,000 deaths)



More than 10,500 cases outside of mainland China (over 160 deaths)



60 cases in the United States

48 additional cases in persons repatriated to the US



1 case in North Carolina



## For Context: 2019-2020 Flu Season

- **Geographically widespread**
  - **Nationally**
    - 32 million flu illnesses
    - 310,000 hospitalizations
    - 18,000 deaths from flu
  - **North Carolina**
    - 127 Influenza associated deaths
-

# Travel Recommendations

Warning – Level 4, Do Not Travel

Warning – Level 3, Avoid Nonessential Travel

Alert – Level 2, Practice Enhanced Precautions

Watch – Level 1, Practice Usual Precautions

*As of March 4, 2020*

*Level 3: China, Iran, South Korea, Italy*

*Level 2: Japan*

*Check the CDC website for all countries with travel recommendations*

**If you have traveled to an area with widespread, ongoing community spread (Level 3 Travel Health Notice countries), practice social distancing**

- Stay home for the next 14 days and monitor your health**
- Take your temperature with a thermometer two times a day and watch for symptoms**

# CDC has established testing criteria

Patients who meet these criteria might be eligible for COVID-19 testing by public health

Clinical Features	&	Epidemiologic Risk
Fever <sup>1</sup> <b>or</b> signs/symptoms of lower respiratory illness (e.g. cough or shortness of breath)	<b>AND</b>	Any person, including healthcare workers <sup>2</sup> , who has had close contact <sup>3</sup> with a laboratory-confirmed <sup>4</sup> COVID-19 patient within 14 days of symptom onset
Fever <sup>1</sup> <b>and</b> signs/symptoms of a lower respiratory illness (e.g., cough or shortness of breath) requiring hospitalization	<b>AND</b>	A history of travel from affected geographic areas <sup>5</sup> (see below) within 14 days of symptom onset
Fever <sup>1</sup> with severe acute lower respiratory illness (e.g., pneumonia, ARDS) requiring hospitalization and without alternative explanatory diagnosis (e.g., influenza) <sup>6</sup>	<b>AND</b>	No source of exposure has been identified

If people feel sick with fever, cough, or difficulty breathing and have traveled to affected geographic areas or were in close contact with someone diagnosed with COVID-19 in the past 14 days, they should:



Contact your **doctor or local health department**



**Call ahead** and give history before going to the clinic, urgent care, or emergency room **to avoid exposing others**

# **Testing is available through the NC State Laboratory of Public Health (NCSLPH)**

- **Per FDA requirements, test results from states labs require CDC confirmation**
- **Presumptive positive from NCSLPH initiates an immediate public health response from**
  - **NCDHHS**
  - **NC Emergency Management**
  - **Local health department(s) and hospital(s)**
- **No testing at Local health departments**

# **NCDHHS is preparing and responding**



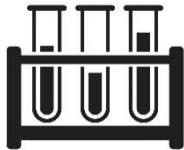
**Identify and follow patients under investigation (PUI)**



**Emergency rule change to require reporting of suspect and confirmed cases**



**Develop and implement control measures, including self-monitoring with public health supervision, isolation, and quarantine**

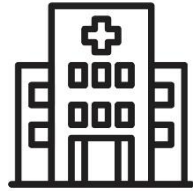


**Implemented laboratory testing by the NC State Laboratory of Public Health**

# **NCDHHS developed and disseminated guidance for healthcare partners**



**Emergency Medical Services (EMS)**



**Hospitals, clinics and urgent cares**



**Healthcare providers**



**Laboratories**



# **NCDHHS is working with local communities**



**Individuals and Families**

**Hospitals and health care providers**



**Businesses and Employers**

**Colleges, Schools, and Child Care**

**Long-term Care Facilities**



**Travelers**

# Local Health Departments are working with partners to respond



**Monitoring returned travelers from China**



**Ensuring communication with local EMS, hospitals and healthcare providers**

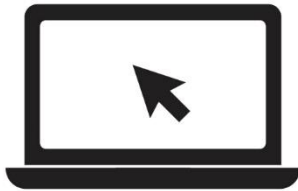


**Ensuring wraparound services for persons under monitoring and investigation**

## **Local Health Departments are working with partners to respond**

- **Weekly calls with NC DHHS**
  - **24/7 access to NC DHHS Epi on call staff**
  - **Weekly CCDPH Epi Team meetings**
  - **Distribution of Daily Executive Summaries**
  - **Community presentations**
-

# NCDHHS established modes of communication



## **COVID-19 Website:**

[www.ncdhhs.gov/coronavirus](http://www.ncdhhs.gov/coronavirus)

## **DPH COVID-19 Website for Health Care Providers and Local Health Departments:**

<https://epi.dph.ncdhhs.gov/cd/diseases/COVID19.html>

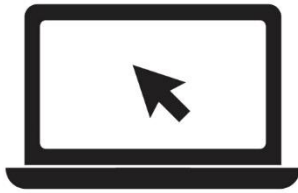
---



## **General COVID-19 Questions:**

Call NC Poison Control COVID-19 hotline at 866-462-3821.

# Cumberland County established modes of communication



**COVID-19 Website:**

<https://www.co.cumberland.nc.us/covid19>



**Epidemiology Clinic:**

910-433-3638



## **SOLID WASTE MANAGEMENT**

### **MEMORANDUM FOR THE AGENDA OF THE MARCH 12, 2020** **AGENDA SESSION**

**TO: BOARD OF COUNTY COMMISSIONERS**

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

**DATE: 3/3/2020**

**SUBJECT: SOLID WASTE ANTI-LITTER CAMPAIGN**

**Requested by: AMY H. CANNON**

**Presenter(s): AMANDA BADER, SOLID WASTE DIRECTOR AND DAN GRUBB, COMMUNICATIONS AND OUTREACH COORDINATOR**

#### **BACKGROUND**

Litter is a problem that belongs to all of us. Some of it is unintentional such as the can flying out of a pickup bed or the paper flying out of a trash truck. Incredibly, much of it is deliberate. It impacts our mood, the economic health of our community, and the crime rates in our neighborhoods. We are all aware of the cumulative impacts to our oceans. In recent years, DOT has developed a massive program to assist with litter. It costs millions of dollars and keeps interstates and most primary roads presentable, but does not adequately address our secondary roads.

Cumberland County's current response to litter is reporting and enforcement where possible. The County's newest response to litter is a grassroots campaign called "Five for Friday." It is based on the concept of "reverse litter." Everyone should do their part to pick up litter that makes its way to our roads, playgrounds, parking lots, yards, and waterways. If 5,000 people would chunk five pieces of litter into the trash or recycle bin every week, that would eliminate 1.3 million pieces of litter every year. The campaign aims to capture that "getting ready for the weekend" vibe.

The campaign is a call to action. Its objectives are to educate children, to remind adults of their responsibility, and to attack our litter problem five pieces at a time. The campaign promotes awareness, responsibility, ownership, and pride with a fresh approach to a nasty problem.

We plan to launch the program the week of Earth Day, April 20-24. The campaign will target second graders, County employees, and our citizens through festivals, promotional materials, and social media.

**RECOMMENDATION / PROPOSED ACTION**

For Information Purposes Only



## **RISK MANAGEMENT**

### **MEMORANDUM FOR THE AGENDA OF THE MARCH 12, 2020 AGENDA SESSION**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: VICKI EVANS, FINANCE DIRECTOR**

**DATE: 3/2/2020**

**SUBJECT: HEALTH INSURANCE PLAN FOR FISCAL YEAR 2021 PRESENTED BY  
KEVIN QUINN, USI**

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

**Presenter(s): KEVIN QUINN, USI**

#### **BACKGROUND**

Kevin Quinn of USI will present health insurance renewal options for the plan year beginning July 1, 2020. The Board is requested to consider the options and provide consensus to allow for the chosen options to be incorporated into the fiscal year 2021 budget process.

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

Staff recommend forwarding this item to the full Board of Commissioners for approval as a Consent Agenda item at the March 16, 2020 regular meeting with the following action:

Approve the selected renewal options as presented by USI to be effective July 1, 2020.





## **COMMUNITY DEVELOPMENT**

### **MEMORANDUM FOR THE AGENDA OF THE MARCH 12, 2020 AGENDA SESSION**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: DEE TAYLOR, DIRECTOR OF COMMUNITY DEVELOPMENT**

**DATE: 3/3/2020**

**SUBJECT: REVISED SUBRECIPIENT AGREEMENT WITH FAMILY ENDEAVORS, INC.**

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

**Presenter(s): DUANE HOLDER, DEPUTY COUNTY MANAGER**

#### **BACKGROUND**

On June 1, 2018, a Sub-recipient Agreement was made between Cumberland County and Family Endeavors, Inc. for \$200,000 in Homeless Initiative funds (\$100,000 County / \$100,000 City of Fayetteville) to provide housing stabilization assistance to homeless and at-risk families and individuals. Family Endeavors, Inc. was able to provide services to 158 households.

The County and City continue to appropriate \$200,000 jointly on a recurring basis for this initiative. There is approximately \$105,000 in County/City Homeless Initiative funds available, which accumulated prior to the initiation of the contract, for homeless and at-risk services. In addition, the agreement between Cumberland County and Family Endeavors, Inc. is still active with the term ending June 30, 2020. Cumberland County Community Development is requesting to continue and expand its partnership with Family Endeavors, Inc. and utilize these available funds to provide services to additional families and individuals experiencing homelessness or at-risk of experiencing homelessness.

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

Community Development recommends that the proposed action be placed on the March 16, 2020 Board of Commissioners Consent Agenda :

1) Approve the revised Sub-recipient Agreement made between Cumberland County and Family Endeavors, Inc. in the amount not to exceed \$305,000 for the provision of homeless services and signature by the Chairman of the Board of Commissioners.

**ATTACHMENTS:**

Description

Type

Revised Sub Recipient Agreement with Family Endeavors

Backup Material

**THIS AGREEMENT AMENDMENT**, entered into this \_\_\_\_ day of March 2020, by and between the County of Cumberland (hereinafter called the "County"), a body politic and corporate of the State of North Carolina and Family Endeavors, Inc. (hereinafter called the "Sub recipient"), with an office located at 535 Bandera Road, San Antonio, Texas 78228.

**WHEREAS**, the County of Cumberland and the City of Fayetteville entered into an interlocal agreement with the desire to fund programs and services to address homelessness; and

**WHEREAS**, the County of Cumberland executed an Agreement on June 1, 2018 with the Sub recipient to use \$200,000 in Homeless Initiative funds to provide housing stabilization assistance to homeless individuals and families; and

**WHEREAS**, the Subrecipient is a duly organized nonprofit and is an eligible Sub recipient of Homeless Initiative funds; and

**NOW, THEREFORE**, the Sub recipient Agreement executed between the County of Cumberland and the Sub recipient is hereby amended as follows:

*The first sentence of the paragraph in Section III, Budget: Funding Source – HOMELESS INITIATIVE in the Agreement is deleted in its entirety and in lieu thereof the following is inserted:*

**"III. BUDGET: FUNDING SOURCE – HOMELESS INITIATIVE**

The program budget is in accordance with the Homeless Initiative Agreement and the funds shall be allocated to the following eligible activities – housing stabilization for a **total of Homeless Initiative funding not to exceed \$305,000.**"

*The first sentence of the paragraph in Section IV, Method of Compensation/Payment Schedule in the Agreement is deleted in its entirety and in lieu thereof the following is inserted:*

**"IV. METHOD OF COMPENSATION/PAYMENT SCHEDULE**

The parties agree that the total amount of Homeless Initiative funds to be paid by the County to the Sub recipient under this contract will not exceed **\$305,000.**"

*Except as expressly amended above, all other terms and provisions of the Agreement shall remain in full force and effect.*

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the \_\_\_\_\_ day of \_\_\_\_\_, 2020 by their respective duly authorized representatives.

**ATTEST:**

**GRANTEE: COUNTY OF CUMBERLAND**

**BY:** \_\_\_\_\_  
Clerk to the Board of Commissioners

**BY:** \_\_\_\_\_  
W. MARSHALL FAIRCLOTH, BOARD CHAIR

[COUNTY SEAL]

**ATTEST:**

**SUBRECIPIENT: FAMILY ENDEAVORS, INC.**

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

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

[CORP SEAL]

**PRE-AUDIT CERTIFICATE:**

**APPROVED FOR LEGAL SUFFICIENCY:**

**By:** \_\_\_\_\_  
County Finance Department      Date

**By:** \_\_\_\_\_  
County Attorney's Office      Date

Agreement Expires: 06/30/2020  
( ) Renewable  
( x ) Non-Renewable

**STATE OF NORTH CAROLINA  
COUNTY OF CUMBERLAND**

I, \_\_\_\_\_, a Notary Public in and for the County and State, do hereby certify that \_\_\_\_\_, who being duly sworn, personally appeared before me this day and acknowledged that she is the Clerk of the Cumberland County Board of Commissioners; that \_\_\_\_\_ is the duly appointed \_\_\_\_\_; that the seal affixed to the foregoing Agreement is the Official Seal of the Board; that said \_\_\_\_\_ is duly authorized to enter into this Agreement on behalf of said Board and that he signed and sealed this Agreement; and this Agreement is attested by said Clerk on behalf of said Board; all by its authority duly granted; and that said \_\_\_\_\_ acknowledged the said Agreement to be the act and deed of the \_\_\_\_\_.

WITNESS my hand and notarial seal this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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

My Commission Expires:\_\_\_\_\_.

**STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_**

I, \_\_\_\_\_, a Notary Public in and for the County and State, do hereby certify that \_\_\_\_\_, personally came before me this day and acknowledged that she/he is an \_\_\_\_\_ of **FAMILY ENDEAVORS, INC.**, a not for profit corporation of the State of \_\_\_\_\_ and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its \_\_\_\_\_, sealed with its corporation seal and attested by her as its employee.

WITNESS my hand and notarial seal this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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

My Commission Expires:\_\_\_\_\_.



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

### **MEMORANDUM FOR THE AGENDA OF THE MARCH 12, 2020** **AGENDA SESSION**

**TO: BOARD OF COUNTY COMMISSIONERS**

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

**DATE: 3/12/2020**

**SUBJECT: OPENING FT. BRAGG UNDER USED FACILITIES TO LOCAL  
COMMUNITY RESIDENTS**

**Requested by: W. MARSHALL FAIRCLOTH, CHAIRMAN**

**Presenter(s): W. MARSHALL FAIRCLOTH, CHAIRMAN**

#### **BACKGROUND**

Chairman Faircloth received the attached correspondence from the Ft. Bragg Garrison Commander. The correspondence is seeking written agreement from local authorities to offer local community residents the use of under used facilities on Ft. Bragg. These facilities include McKellar's Lodge, Dragon Lanes, Airborne Lanes, Iron Mike Conference Center, Smoke Bomb Grille, Clay Target Center, Smith Lake, Arts and Crafts and Cleland Ice Rink.

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

Consider the request of the Ft. Bragg Garrison Commander and provide a written response.

#### **ATTACHMENTS:**

Description	Type
DFMWR Open to the Public Correspondence	Backup Material



DEPARTMENT OF THE ARMY  
US ARMY INSTALLATION MANAGEMENT COMMAND  
HEADQUARTERS, US ARMY GARRISON, FORT BRAGG  
2175 REILLY ROAD, STOP A  
FORT BRAGG, NORTH CAROLINA 28310-5000

Mr. Marshall Faircloth  
Chairman, Cumberland County Commissioner  
P.O. Box 1829  
Fayetteville, NC 28302

Dear Mr. Faircloth:

Fort Bragg is currently undergoing many changes to reengineer our services. One of the positive results has been a review of our products and customer capabilities. Based on such reviews, we hope to offer local community residents use of facilities which are under used on Fort Bragg. These facilities include McKellar's Lodge, Dragon Lanes, Airborne Lanes, Iron Mike Conference Center, Smoke Bomb Grille, Clay Target Center, Smith Lake, Arts and Crafts, and Cleland Ice Rink.

In the interests of sharing our resources, I would like to extend the opportunity to the local community to use the facilities. However, prior to opening a military establishment to the public, Fort Bragg is required to obtain written agreement from local authorities and community leaders. I am requesting your assistance in achieving consensus from local officials, leaders, and businesses. I would appreciate a written response at your earliest convenience.

Should you require further information the Business Operations Officer, Michelle Hagwood, is available to answer your questions. She can be reached at 910-396-2886.

Thank you for your continued support and assistance.

Sincerely,

A handwritten signature in black ink, appearing to read "Phillip D. Sounia", is written over a horizontal line.

Phillip D. Sounia  
Colonel, U.S. Army  
Garrison Commander



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

**MEMORANDUM FOR THE AGENDA OF THE MARCH 12, 2020**  
**AGENDA SESSION**

**TO: BOARD OF COUNTY COMMISSIONERS**

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

**DATE: 1/8/2020**

**SUBJECT: AMENDED MEMORANDUM OF AGREEMENT FOR STATE ACQUISITION RELOCATION FUNDS WITH THE NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY - DIVISION OF EMERGENCY MANAGEMENT**

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

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

**BACKGROUND**

This amended Memorandum of Agreement addresses the full range of hurricane grant funding that State Acquisition Relocation Funding (SARF) can be applied to. This includes DRA-17 and the FEMA Hazard Mitigation Grant Program. The amount available for SARF remains \$121,000 as it was in prior agreements.

This funding may be used by eligible applicants seeking a buyout of a hurricane-damaged residence to cover costs associated with moving, relocation, and other approved activities. There is also funding available to cover some of the County's cost for administering the program.

**RECOMMENDATION / PROPOSED ACTION**

Staff recommends this item be forwarded to the full Board of Commissioners for consideration as a Consent Agenda item at their March 16, 2020 regular meeting.

**ATTACHMENTS:**



**Description**

SARF Program Information

Revised SARF MOA w/ NCDPS

**Type**

Backup Material

Backup Material



## State Acquisition Relocation Fund (SARF) Program Information

Funds may be used to provide relocation assistance to homeowners whose primary residence was damaged during Hurricane Matthew and is being acquired in a Hazard Mitigation Grant Program (HMGP) or Disaster Recovery Act (DRA). To receive SARF assistance the homeowner must relocate within their home County.

The subgrantee identified by the Hazard Mitigation Assistance or Disaster Recovery Act project is considered the managing entity for the SARF program. \$5,500 per property is granted to the managing entity to administer the program.

### **Maximum Allocation: Gap Assistance-\$50,000 per property**

The maximum Gap Assistance for a specific property is \$50,000. All homeowners will not need the same amount of gap assistance since all homes are different. The gap funding should not exceed \$50,000, however, should it exceed this amount North Carolina Emergency Management (NCEM) will review reasons and decide on approval. SARF assistance will be paid at closing of replacement home and will cover the gap needed to purchase replacement home. Homeowners will receive SARF assistance in the value of:

- A) The difference between the contract sales price of damaged home or the lowest comparable home
- B) The difference between the contract sales price of damaged home or replacement home

Homeowners should receive information on the availability of comparable replacement dwellings, referrals to potential replacement dwellings, and inspection of replacement dwellings to ensure that they are permanent, decent, safe and sanitary.

### **Maximum Allocation: Homeowner Relocation Assistance-\$5,000 per property**

Any homeowner that receives SARF funds is entitled to receive expenses dedicated to moving and related moving expenses. At closing, the homeowner is eligible to receive allocation up to \$5,000, all owners will not need the same amount of funds due to the number of rooms and size of home. The actual maximum amount of assistance for each property must be calculated using the 2015 HUD "Fixed Residential Moving Cost" schedule for North Carolina:

# of ALL rooms (ex. kitchen, living room)	1 room	2 rooms	3 rooms	4 rooms	5 rooms	6 rooms	7 rooms	8 rooms	additional rooms
\$Amount	\$550	\$750	\$1050	\$1200	\$1350	\$1600	\$1700	\$1900	\$150

The homeowner will request to the closing attorney the amount they wish to receive for moving expenses, the balance of funds up to \$5,000 may be used to pay for closing costs associated with the purchase of the new property. These costs include an appraisal, survey, floodplain certification, inspection, termite inspection, title work and insurance, recording fees, property taxes, and any attorney fees for closing. These costs may be paid at or outside of closing.



## State Acquisition Relocation Fund (SARF) Program Information

### Eligibility Requirements

Property being acquired must be:

- Owner-occupied primary residence at the time of the event (if the structure is inhabitable)
- Located in a regulated Special Flood Hazard Area (SFHA) (i.e., AE or VE zones)
- Approved for acquisition under HMGP DR-4285, DRA 2017 or DRA 2018 program
  - Homeowner Applicants that earners greater than \$84,260 a year must demonstrate a compelling financial hardship OR the local agency must document a compelling land-use policy objective such as elimination of repetitive loss or prevention of checkerboarding of acquisitions, etc. LMI waivers should be addressed to the HMGP Project Manager and will be processed by the NCEM Hazard Mitigation Assistant Director.

Replacement property must:

- Meet HUD requirements for comparable decent, safe and sanitary dwellings, use HUD Form 52580- <https://www.hud.gov/sites/documents/52580-A.PDF>
  - For more information about HUD requirements, go to <https://www.gpo.gov/fdsys/granule/CFR-2011-title24-vol1/CFR-2011-title24-vol1-sec5-703>)
  - A comparable replacement home is:
    - Decent, safe, and sanitary.
    - Functionally equivalent to the resident's present home.
    - Available for purchase and affordable (i.e. having a monthly payment less than 30% of the participant's income)
    - Reasonably accessible to the resident's place of employment.
    - Located within a reasonable distance to public and commercial facilities, such as schools and shopping, as present home.
    - Not subject to unreasonable adverse environmental conditions.
    - Available to all persons regardless of race, color, religion, sex, or national origin.
  - Decent, safe, and sanitary housing is housing that meets local housing and occupancy requirements. Additionally, it is housing that:
    - Is structurally sound, weather-tight, and in good repair.
    - Contains a safe, adequate electrical wiring system.
    - Has adequate living space for the occupants.
    - Has a kitchen with a sink, hot and cold running water, and connections for a stove and refrigerator.
    - Has a separate, complete bathroom with hot and cold running water and sewage system.
    - Has heating as required by climatic conditions.
    - Has an unobstructed exit to safe, open space at ground level.
    - Is free of any barriers that would preclude your reasonable use of the unit, if you are a person with a physical disability.
- Be located outside of regulated floodplain areas as shown on the current Flood



## State Acquisition Relocation Fund (SARF) Program Information

Insurance Rate Map (FIRM) (i.e., 100yr floodplain).

If not possible, the county must certify that no appropriate housing is available outside of floodplain. In the case of such certification, the replacement housing may be approved by NCEM if it is located in the SFHA provided that the location is in an area regulated by a unit of local government pursuant to a current floodplain management ordinance and the construction fully complies with current National Flood Insurance Program (NFIP) standards and the adopted Local Flood Damage Prevention Ordinance.

- Qualify as “real property”. Modular units are acceptable if they are permanently affixed to real property. Manufactured homes will be considered real property for this program as long as they are permanently affixed and classified as real property by the County. Under NCGS 105-273, a manufactured home (single-wide and double-wide) is considered real estate if it *“has the moving hitch, wheels, and axles removed; and is placed on the permanent foundation on land owned by the owner of the manufactured home.”*
- Relocation must be within originating County but can be waived with a letter of exception granted by the originating county allowing relocation in a contiguous county only.

### Program Requirements

- For homes being acquired, priority will be given to floodway and V-zone properties as shown on the current FIRM.
- Assistance will be delivered by check at closing for the new property as documented on the HUD1 form. If the replacement home is located in a floodplain, the property owner will be required to maintain adequate flood insurance on the property for 5 years. This requirement must be included in the deed of trust recorded with the Registrar of Deeds.
- Assistance provided to permanently displaced persons must result in permanent decent, safe and sanitary housing conditions.

### Application Requirements

The attached application form must be submitted by the managing entity to apply for SARF assistance.

- The applicant must verify that the properties have been approved for acquisition in the HMGP DR-4285 or DRA-17 or DRA-18 programs.
- The applicant must include a project description that outlines the following information:
  - the number of families to be relocated
  - income status of all applicants
  - estimated funding requirements (# of households x \$60,500)
  - any available relocation resources
  - whether there are suitable comparable houses within the same general geographic area
  - whether new houses need to be constructed.



## State Acquisition Relocation Fund (SARF) Program Information

- The applicant's implementation strategy for the relocation activity must be described, including:
  - the method of project implementation and management (e.g., whether activities will be carried out through in-house staff, inter-local agreement, or contractors)
  - Amount of funds needed for moving expenses, such as determination of comparable replacement units, appraisals, legal fees, and advisory services for the relocation activity. These funds may not be spent on service delivery for the HMGP or DRA acquisition activity. In general, service delivery fees should not exceed \$5,500 per property; however, an applicant may request a higher level of service delivery fees if it can provide specific justification for the higher level.
  - The proposed implementation timeline and budget, specifying the number of relocations to be completed each year and the funds necessary for completing those relocations.
- A location map identifying the areas of buy-out properties and the replacement housing (if known) must be attached. If the relocation funds are expected to be used in a specific area, such as a new subdivision, a project map must be provided.

**STATE OF NORTH CAROLINA**  
**DEPARTMENT OF PUBLIC SAFETY**  
**DIVISION OF EMERGENCY MANAGEMENT**  
  
**AND**  
  
**CUMBERLAND COUNTY**

**MEMORANDUM OF AGREEMENT (MOA)**

**MOA#** DRA5369-036  
**DPS Fund Code:** 24552-2X06  
**MOA Amount:** \$121,000

**County:** Cumberland  
**Tax ID/EIN#:** 56-6000291  
**DUNS #:** 0885716900000

**MOA Period of Performance: October 1, 2018 through December 31, 2022**

This Memorandum of Agreement (“MOA” of “Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the (“Municipality/County”), and the NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY, DIVISION OF EMERGENCY MANAGEMENT (“NCEM”).

**WITNESSETH:**

WHEREAS, on October 8-9, 2016, Hurricane Matthew hit central and eastern North Carolina including the Municipality/County with record breaking rainfall that created 1,000-year flood events that devastated the people, infrastructure, businesses, and schools of entire communities;

WHEREAS, certain buildings, facilities, personal items and equipment owned or rented by residents in the Municipality/County were damaged by floodwaters associated with the severe weather associated with Hurricane Matthew (hereinafter collectively referred to as the “storm survivors”);

WHEREAS, an expedited major disaster declaration from the President of the United States was granted on October 10, 2016 as FEMA-4285-DR-NC;

WHEREAS, Executive Order 107 issued on October 3, 2016 and amended on October 6, 2016 declared a state of emergency throughout the State;

WHEREAS, the North Carolina General Assembly passed the Disaster Recovery Act of 2016 (S.L. 2016-124 Section 4.1(4)) and directed sixty-six million two hundred twenty-eight thousand three hundred seventy dollars (\$66,228,370) to the State Emergency Response and Disaster Relief Fund to provide the State match for federal disaster assistance programs;

WHEREAS, the North Carolina General Assembly passed the Disaster Recovery Act of 2017 (S.L. 2017-119) and allocated twenty million dollars (\$20,000,000) to the Department of Public Safety, Division of Emergency Management for various projects including housing elevation, acquisition, and mitigation for homes not covered by the Hazard Mitigation Grant Program (“HMGP”), and to provide State Acquisition Relocation Funds (“SARF”), which enable low to moderate income homeowners to purchase homes;

WHEREAS, the North Carolina General Assembly in the Current Operations Appropriations Act of 2018 provided for Disaster Recovery (S.L. 2018-5, Sec. 5.6(b)(5)), twenty five million fourteen thousand seven hundred seventy six dollars (\$25,014,776) to the Department of Public Safety, Division of Emergency Management for various projects including housing elevation, acquisition, and mitigation reconstruction for homes not covered by the HMGP, and to provide SARF, which enable low to moderate income homeowners to purchase homes, and to provide flood insurance subsidies;

WHEREAS, pursuant to Executive Order No. 120, dated December 9, 2016, and the applicable statutes cited therein, including N.C. Gen. Stat. § 166A-19.41(d)(1) and (d)(3), and NCEM’s Standard Operating Procedures for Hazard Mitigation, and subject to the terms and conditions of this Agreement, NCEM will provide a grant to the Municipality/County or County for the purpose of providing State Acquisition Relocation Funds or other URA assistance to eligible storm survivors;

WHEREAS, the parties entered into Hazard Mitigation Grant Agreements for FEMA-DR-4285-NC projects, incorporated by reference herein, (Exhibit A) wherein NCEM provided funds from the Federal Emergency Management Agency (FEMA) and the North Carolina General Assembly to MUNICIPALITY/COUNTY for Hazard Mitigation projects. All terms, conditions, and provisions of the original MUNICIPALITY/COUNTY FEMA-4285-DR-NC Hazard Mitigation Grant Agreement are to apply to this MOA and are made a part of this MOA as though expressly included;

WHEREAS, the North Carolina General Assembly has made funds available through NCEM to the MUNICIPALITY/COUNTY/COUNTY for relocation assistance and tenant relocation assistance under the provisions of the Disaster Recovery Acts of 2016, 2017, and the Current Operations Appropriations Act of 2018, the Stafford Act at 42 U.S.C. 5181 and its implementing regulations at 44 C.F.R. Part 25, the Uniform Relocation Assistance and Real Property Acquisition Policies of 1970 (URA), 42 U.S.C. 4601 et. seq., as amended, and its implementing regulations at 49 C.F.R. Part 24, 24 C.F.R. Part 42, and 24 C.F.R. 570.606, and the North Carolina Uniform Relocation Assistance and Real Property Acquisition Policies Act, N.C. Gen. Stat. §133-5 et. seq.

NOW THEREFORE, in consideration of the mutual promises contained herein, NCEM and the Municipality/County/County agree as follows:

- I. SCOPE OF SERVICES:** Pursuant to the Disaster Recovery Acts of 2016, 2017, and Current Operations Appropriations Act of 2018, the Stafford Act--42 U.S.C. 5181, 44 C.F.R. Part 25, the URA--42 U.S.C. 4601 et. seq, 49 C.F.R. Part 24, 24 C.F.R. Part 42, 24 C.F.R. 570.606, and N.C. Gen. Stat. §133-5 et. seq., the funds provided by this Agreement may be used by the MUNICIPALITY/COUNTY for State Acquisition and Relocation Funds (SARF) for relocation assistance and tenant relocation assistance in Municipality/County:
- **State Acquisition Relocation Funds (SARF)** SARF provides a gap payment up to \$50,000, to cover the difference between the funds appropriated from Session Law 2016-124, CDBG-DR, or other federal programs and the funds necessary to help a household relocate from the current damaged home to a similar housing unit outside of the special flood hazard area. In addition to the gap payment, the County may also provide applicants with up to an additional \$5,000 in relocation costs or other URA assistance as allowed in the URA-- 42 U.S.C. 4601 et. seq, 49 C.F.R. Part 24, 24 C.F.R. Part 42, 24 C.F.R. 570.606, or N.C. Gen. Stat. §133-5 et. Seq. through SARF.
  - **State Acquisition Relocation Funds (SARF)** provides management cost back to the county to support each acquisition. Each acquisition executed by the county provides the county an amount equal to \$5,500.

For any funds provided from the Disaster Recovery Act of 2017 or Current Operations Appropriations Act of 2018, only low- to moderate-income households are eligible for SARF. Households not meeting income eligibility will have to apply to NCEM for consideration of a waiver. Additional program requirements and guidelines are available in the NCEM section of NCDPS's website at

<https://www.ncdps.gov/documents/standard-operating-procedures-hazard-mitigation>.

<b>Income Eligibility Requirements Table</b>	
<b>Number of household family members or full-time occupants that exceed 18 years of age:</b>	<b>Annual Income can be no greater than</b>
Single occupant household	\$84,260
Two or more-person household.	\$84,260

- II. LIMITATIONS ON THE USE OF FUNDS:** The following limitations on the use of funds apply:



- a) Limited Activities: Funds provided under this Agreement may be used as described in Section I above.
- b) Submission: The MUNICIPALITY/COUNTY will submit within 30 days of signing the agreement the plans to award SARF funds to eligible applicants for eligible expenses under the Disaster Recovery Acts of 2016 and 2017, the Current Operations Appropriations Act of 2018, the URA, 49 C.F.R. Part 24, 42 U.S.C. 5181, 44 C.F.R. Parts 7, 9, 10, 18, 25, 80, 206, and 209, 2 C.F.R. Part 200, N.C. Gen. Stat. §133-5 et. seq., Chapter 166A of the North Carolina General Statutes, the State of North Carolina Administrative Plan for the HMGP, and the NCEM Standard Operating Procedures for Hazard Mitigation including but may not be limited to, Chapter 5 “URA and Relocation Assistance” which can be located at <https://www.ncdps.gov/documents/standard-operating-procedures-hazard-mitigation> and other applicable SARF program guidelines to be provided by NCEM.
- c) Federal Funding Priority: No funds provided under this Agreement may be used to cover costs that will be, or likely will be, covered by federal funds. For the purposes of this provision, costs “will be” covered by federal funds where there is a binding commitment of federal funds for the costs at issue at the particular location(s). For the purposes of this provision, costs “likely will be” covered by federal funds if there is a pending homeowner application for federal funds for the costs at issue for the particular homeowner location(s).
- d) Floodplain Limitations: No funds provided under this Agreement may be expended for the construction of or movement of a household to any location within the 100- year floodplain, unless the MUNICIPALITY/COUNTY certifies that no appropriate housing or housing sites are available outside of the floodplain and the replacement housing is approved by NCEM according to program guidelines.  
<https://www.ncdps.gov/documents/standard-operating-procedures-hazard-mitigation>  
 If the relocated home is in the floodplain, the homeowner shall be required to acquire and maintain flood insurance and homeowner’s insurance, and shall execute a Declaration of Covenant, Conditions and Restrictions (“Covenant”) that requires the property to be insured by flood insurance and homeowner’s insurance for the life of the home. The Covenant will be executed at Grant Closing, recorded with the County Register of Deeds and shall encumber the property in perpetuity. If the relocated home is in the floodplain, it must comply with the current National Flood Insurance Program (NFIP) and the local Flood Damage Prevention Ordinance. Any homeowner in the 100-year floodplain who receives assistance through this Agreement shall be prohibited from receiving state assistance for future flood events if that homeowner fails to maintain flood insurance after receiving assistance through this Agreement. Such homeowners must be notified of this requirement when receiving assistance through this Agreement.  
<https://www.ncdps.gov/documents/standard-operating-procedures-hazard-mitigation>  
 North Carolina will follow federal HUD and HMGP guidance to ensure all structures meet guidelines spelled out in 24 C.F.R. Part 55 and 44 C.F.R. Parts 60 and 80.
- e) Insurance Subrogation: Pursuant to the Disaster Recovery Acts of 2016, 2017 and the Current Operations Appropriations Act of 2018, if a person’s home is relocated with funds from the Hazard Mitigation Grant Program or the State Acquisition and Relocation Fund, the applicant receiving the state assistance shall authorize and approve that the State Emergency Response and Disaster Relief Fund be subrogated to the

person's rights to secure insurance coverage for damage to the original home, and any monies received from the insurance coverage shall be paid to the State Emergency Response and Disaster Relief Fund. The MUNICIPALITY/COUNTY shall ensure that those homeowners or applicants potentially affected by this section are notified of, and adhere to, its requirements.

- f) Applicant Equity to Other Recovery Programs: The homeowner or applicant who applies to the MUNICIPALITY/COUNTY or NCEM for benefits under this Agreement should not receive benefits or compensation that would materially exceed benefits that are provided for similar activities by the State of North Carolina's CDBG-DR Housing Recovery Programs. Any exceptions to these limitations will be handled on a case-by-case basis and must be supported by a compelling justification. Regarding Duplication of Benefits ("DOB"), any funds from FEMA, SBA, insurance companies, nonprofits or any other source that are received by homeowner(s) for damage to the residence for the rehabilitation, elevation or replacement to the home must be deducted from the homeowner(s) award amount as a DOB.
- g) If the new residence is a manufactured home, the manufactured home unit must be permanently affixed and qualify as real property.
- h) Regarding Disbursement of Funds, SARF for Homeowners/GAP Assistance for the purchase of a new property under the HMGP Program will be disbursed by check and listed as a line item on the Settlement Statement at closing. If closing has already occurred the check may be disbursed directly to the homeowner(s). SARF for Homeowners/URA and SARF for Renters/URA assistance for moving and approved relocation expenses will be disbursed by check, payable to the Homeowner(s) or involuntarily displaced persons.

**III. COMPENSATION:** NCEM will provide the Municipality/County \$121,000 out of either the Disaster Recovery Acts of 2016, 2017, or Current Operations Appropriations Act of 2018 under this Agreement.

The entirety of the Agreement amount is a grant to the Municipality/County by NCEM. The Municipality/County will submit quarterly reports on January 15, April 15, July 15, and October 15 to document the use of the funds expended in the prior three-month period, provided that documentation for the use of all funds under this Agreement must be submitted no later than January 15, 2023. The term of the agreement may be extended upon written request of the Municipality/County to the NCEM. Quarterly reports shall be submitted to the following address to the North Carolina Department of Public Safety/Division of Emergency Management:

NCDPS-Division of Emergency Management  
Hazard Mitigation Section  
4238 Mail Service Center  
Raleigh, NC 27699-4238

Any funds not expended by December 31, 2022 are subject to the claw-back or deobligation provisions of Paragraph V below.

- IV. REIMBURSEMENT:** All cost must be verified through receipts and other documentation. Payment shall be submitted to the Municipality/County after receipt of completed and documented invoices, within 15 business days after receipt of invoices. Cost reports and invoices shall be submitted to the following address to the North Carolina Department of Public Safety/Division of Emergency Management:

NCDPS-Division of Emergency Management  
Hazard Mitigation Section  
4238 Mail Service Center  
Raleigh, NC 27699-4238

The Municipality/County must include an original, signed copy of each cost report.

- V. CLAW-BACK OR DEOBLIGATION:** NCEM reserves the right to de-obligate any remaining award funds after this Agreement's expiration date or before the expiration date of this Agreement, should the Municipality/County violate the terms of this Agreement or should it become apparent that the Municipality/County will not be able to expend the funds prior to the expiration date of this Agreement. Before taking action, NCEM will provide the Municipality/County 15 days' notice of intent to impose corrective measures and will make every effort to resolve the problem informally.
- VI. REGULATION:** The funds awarded under this Agreement must be used in compliance with all applicable state and federal laws, rules, regulations, ordinances, codes, licensing requirements, policy or guidance governing their use. By accepting this payment, the below official agrees to use these funds in a manner consistent with federal and state laws and regulations.
- VII. TAXES:** The Municipality/County shall be responsible for all taxes.
- VIII. WARRANTY:** The Municipality/County will hold NCEM harmless for any liability and personal injury that may occur from or in connection with the performance of this Agreement to the extent permitted by the North Carolina Tort Claims Act. Nothing in this Agreement, express or implied, is intended to confer on any other person any rights or remedies in or by reason of this Agreement. This Agreement does not give any person or entity other than the parties hereto any legal or equitable claim, right or remedy. This Agreement is intended for the sole and exclusive benefit of the parties hereto. This Agreement is not made for the benefit of any third party. No third party may enforce any part of this Agreement or shall have any rights hereunder. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this Agreement. Nothing herein shall be construed as a waiver of the sovereign immunity of the State of North Carolina.

- IX. POINTS OF CONTACT:** To provide consistent and effective communication between the NCEM and the Municipality/County, each party shall appoint a Principal Representative(s) to serve as its central point of contact responsible for coordinating and implementing this AGREEMENT.

The NCEM contact shall be Assistant Director for Mitigation or his designee.

The Municipality/County contact shall be Assistant County Manager William Tracy Jackson or her/his designee.

- X. PUBLIC RECORD ACCESS:** This Agreement may be subject to the North Carolina Public Records Act, Chapter 132 of the North Carolina General Statutes.
- XI. AUDITING & ACCESS TO PERSONS AND RECORDS:** Staff from the North Carolina Office of State Auditor, NCEM, Office of State Budget and Management, or other applicable state agency internal auditors shall have access to Municipality/County officers, employees, agents and/or other persons in control of and/or responsible for the records that relate to this Agreement for purposes of conducting audits and independent evaluations. These parties shall also have the right to access and copy any and all records relating to the Agreement during the term of the Contract and within two years following the completion of project close-out, to verify accounts, accuracy, information, calculations and/or data affecting and/or relating to payments, requests for change orders, change orders, claims for extra work, requests for time extensions and related claims for delay/extended general conditions costs, claims for lost productivity, claims for loss efficiency, claims for idle equipment or labor, claims for price/cost escalation, pass-through claims of subcontractors and/or suppliers, and/or any other type of claim for payment or damages from NCEM, or associated state parties and affected homeowners.
- XII. SITUS:** This Agreement shall be governed by the laws of North Carolina and any claim for breach or enforcement shall be filed in state court in Wake County, North Carolina.
- XIII. ANTITRUST LAWS:** This Agreement is entered into in compliance with all State and Federal antitrust laws.
- XIV. E-VERIFY:** If this Agreement is subject to N.C. Gen. Stat. § 143-133.3, the contractor and its subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.
- XV. OTHER PROVISIONS/SEVERABILITY:** Nothing in this Agreement is intended to conflict with current laws or regulations of the State of North Carolina, Department of Public Safety, North Carolina Emergency Management, or the Municipality/County. If a term of this Agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this Agreement shall remain in full force and effect.
- XVI. COMPLIANCE:** The Municipality/County shall be wholly responsible for financing to be made under this AGREEMENT and for the supervision of its employees and

assistants. The Municipality/County shall be responsible for compliance with all laws, ordinances, codes, rules, regulations, licensing requirements and other regulatory matters that are applicable to the conduct of its business and purchase requirements performed under this AGREEMENT.

**XVII. ENTIRE AGREEMENT:** This Agreement and any annexes, exhibits and amendments annexed hereto and any documents incorporated specifically by reference represent the entire Agreement between the parties and supersede all prior oral and written statements or agreements.

**XVIII. MODIFICATION:** The Municipality/County certifies that the undersigned possesses the authority to legally execute and bind Municipality/County to the terms of this MOA. This MOA may be amended only by written amendments duly executed by all of the undersigned or their successors including but may not be limited to, the Secretary of the Department of Public Safety and the Municipality/County's manager.

**XIX. TERMINATION:** The terms of this Agreement, as modified with the consent of all parties, will remain in effect until December 31, 2022.

The Parties may terminate this Contract by mutual written consent with thirty (30) days prior written notice to the Parties, or as otherwise provided by law.

NCEM may suspend, reduce, or terminate its obligations under this Agreement, in whole or in part, upon thirty (30) days' notice, whenever they determine that the Municipality/County has failed to comply with any term, condition, requirement, or provision of this Agreement. Failure to comply with any terms of this Agreement, include (but are not limited to) the following:

- a) Default in Performance. The default by the Municipality/County or a subsequent Municipality/County in the observance or performance of any of the terms, conditions or covenants of this Agreement.
- b) Misrepresentation. If any representation or warranty made by the Municipality/County in connection with the Grant or any information, certificate, statement or report heretofore or hereafter made shall be untrue or misleading in any material respect at the time made.
- c) Abandonment of the Project. If Municipality/County abandons or otherwise ceases to continue to make reasonable progress towards completion of the Project.

NCEM shall promptly notify the Municipality/County, in writing, of its determination and the reasons for the termination together with the date on which the termination shall take effect. Upon termination, NCEM retains the right to recover any improper expenditures from the Municipality/County and the Municipality/County shall return to NCEM any improper expenditures no later than thirty (30) days after the date of demand or termination of the agreement.

In the event of termination, NCEM shall require the return of unspent funds. NCEM may, in its sole discretion, allow the Municipality/County to retain or be reimbursed for costs reasonably incurred prior to termination that were not made in anticipation of termination and cannot be canceled, provided that said costs meet the provisions of this Agreement.

**XX. STANDARD CONDITIONS:** NCEM and MUNICIPALITY/COUNTY agree that NCEM's performance and obligation to pay under this Agreement is contingent upon state fund availability. NCEM's performance and obligation to pay under this MOA is contingent upon an annual appropriation by the Legislature and is contingent upon Congress providing Hazard Mitigation Grant Program funds for projects.

**XXI. EXECUTION AND EFFECTIVE DATE:** This Agreement shall become effective upon return of this original Memorandum of Agreement, properly executed on behalf of the Municipality/County, to NCEM and will become binding upon execution of all parties to the Agreement. The terms of this Agreement will be effective as of the date of execution. The last signature shall be that of Erik A. Hooks, Secretary for the North Carolina Department of Public Safety.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK  
[signatures on following pages]

**IN WITNESS WHEREOF, the parties have each executed this Agreement, which shall be effective upon the date of the last signature below.**

\_\_\_\_\_  
William Tracy Jackson  
Assistant County Manager  
Cumberland County

\_\_\_\_\_  
Date

\_\_\_\_\_  
Michael A. Sprayberry, Director  
North Carolina Emergency Management

\_\_\_\_\_  
Date

\_\_\_\_\_  
Erik A. Hooks  
Secretary  
North Carolina Department of Public Safety

\_\_\_\_\_  
Date

DocuSigned by:

*Will Polk*

1/8/2020 | 09:48:44 AM EST

\_\_\_\_\_  
Will Polk, Assistant General Counsel  
Reviewed for the Department of Public Safety

\_\_\_\_\_  
Date

DocuSigned by:

*Darlene Langston*

1/8/2020

\_\_\_\_\_  
Darlene Langston, Budget Director  
North Carolina Department of Public Safety

\_\_\_\_\_  
Date



## **ENGINEERING AND INFRASTRUCTURE DEPARTMENT**

### **MEMORANDUM FOR THE AGENDA OF THE MARCH 12, 2020** **AGENDA SESSION**

**TO: BOARD OF COUNTY COMMISSIONERS**

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

**DATE: 3/3/2020**

**SUBJECT: CONTRACT FOR DETENTION CENTER GRINDER PUMP**

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

**Presenter(s): JEFFERY P. BROWN, PE, ENGINEERING & INFRASTRUCTURE  
DIRECTOR**

#### **BACKGROUND**

The Phase II Detention Center Sewer Grinder Pump Project was included in the FY20 Capital Improvement (CIP). This project includes the installation of a grinder pump in an additional location where sewer leaves the facility and enters the sewer main on Gillespie Street. Last fiscal year, a grinder pump was installed on the west side of the facility where sewer enters the sewer main on Worth Street. Grinder pumps are required to eliminate sewer blockages within the sewer collection system owned and operated by the Public Works Commission (PWC) due to inappropriate waste being discharged into the sewer system by inmates. In July 2019, Engineering & Infrastructure (E&I) staff contacted Progressive Design Collaborative, LTD (PDC), to perform the design for the Detention Center sewer grinder pump for a fee of \$17,400.

The project was advertised electronically on the Cumberland County Vendor Self Service site. The project pre-bid meeting was held on January 23, 2020. The bid opening was held on February 4, 2020. The certified bid tab and letter of recommendation to award the project from PDC are attached. The lowest, responsible, and responsive bidder was provided by Haire Plumbing and Mechanical Company, Inc. in the amount of \$200,000. Budgeted funds are available for the completion of this project. This project was budgeted within the CIP for \$215,000 which included engineering and construction. The Detention Center Building Exterior Repair Project was budgeted at \$162,500 and was completed for \$111,507. Therefore, a portion of the remaining funds from the Building Exterior Repair Project will be used for the overage in the Sewer Grinder



Pump Project.

**RECOMMENDATION / PROPOSED ACTION**

The Engineering and Infrastructure Director and County Management recommend that the proposed actions below be placed on the March 16<sup>th</sup> Board of Commissioners agenda as a consent item:

1. Accept the bids and award a contract to the lowest, responsible, and responsive bidder Haire Plumbing and Mechanical Company, Inc. in the amount of \$200,000.
2. Establish a contingency in the amount of \$15,000 to be used for additional work recommended by the E&I Director and approved by the County Manager.

**ATTACHMENTS:**

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



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

February 5, 2020

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

Re: Cumberland County Detention Center – Phase 2  
Plumbing Upgrades  
PDC Project 19072

Mr. Brown:

Based on the attached bid tab for the referenced project, I am recommending Haire Plumbing be awarded the project for the amount of \$200,000 to provide Plumbing Upgrades at Cumberland County Jail.

Sincerely,

A handwritten signature in black ink, reading "Scott L. Ennis".

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

Attachments:

Certified Bid Tabulation  
Haire Plumbing Bid Submittal



— [pdcengineers.com](http://pdcengineers.com)



Progressive Design Collaborative, Ltd

3101 Poplarwood Court, Suite 320

Raleigh, North Carolina 27604

919-790-9989

## CERTIFIED BID TABULATION

### CUMBERLAND COUNTY DETENTION PHASE 2

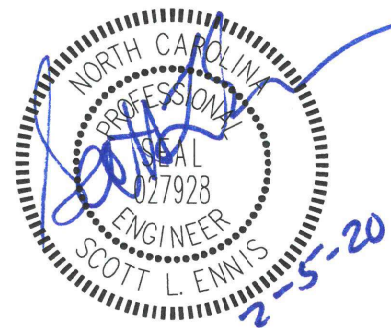
PDC# 19072

February 4, 2020

CONTRACTOR	LICENSE #	M/WBE	BASE BID	ADDENDUM #1
SMITH'S REFRIGERATION	14759	X	\$400,000	X
HAIRE PLUMBING	4230	X	\$200,000	X

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

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





## **ENGINEERING AND INFRASTRUCTURE DEPARTMENT**

### **MEMORANDUM FOR THE AGENDA OF THE MARCH 12, 2020** **AGENDA SESSION**

**TO: BOARD OF COUNTY COMMISSIONERS**

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

**DATE: 3/3/2020**

**SUBJECT: CONTRACT FOR CROWN COMPLEX PARKING LOT  
IMPROVEMENTS**

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

**Presenter(s): JEFFERY P. BROWN, PE, ENGINEERING & INFRASTRUCTURE  
DIRECTOR**

#### **BACKGROUND**

The Capital Improvement Plan (CIP) identified repairs for the North, West and Agricultural Extension Staff/Expo Loading Dock parking lots and these improvements were funded in the FY 20 CIP budget in the amount of \$800,500. The project consists of asphalt removal, asphalt paving, concrete sidewalk for ADA pathways and pavement markings for the parking lots. At the November 18<sup>th</sup> Board of Commissioners meeting, the Board approved utilizing \$160,414 of this funding for the West VIP entrance repairs to prevent water from entering the Crown Coliseum causing structural damage to the facility. Also, repairs were necessary to the stormwater detention pond at the Crown Complex which had been rebuilt following Hurricane Matthew. These repairs were also funded from the parking lot improvement funds. There is \$623,061 available for the parking lot improvement project from the original \$800,500 in funding. In addition to the \$623,061, there is \$50,000 remaining from the boiler repair and \$50,000 that was budgeted for the fire alarm upgrade within the Coliseum that can also be used for paving improvements.

A pre-bid meeting was held on February 13, 2020, in which all local contractors were invited to attend. The project was also advertised on the State Interactive Purchasing Site (IPS) and Cumberland County Vendor Self-Service site. The bid opening was held on February 26, 2020. The lowest, responsible, and responsive

bidder for the base bid was provided by Highland Paving Company, LLC., in the amount of \$689,371.75. The attached map depicts the areas that were included in the base bid as well as the area that was an alternate. If we elect not to perform the improvements for Area 1A at this time, then this will reduce the base bid amount by \$35,395.15 for a revised total base bid of \$653,976.60. There are available funds to cover this amount along with establishing a contingency amount for the project. If contingency funds are available at the end of the work included in the contract amount, these funds can then be used to make the improvements for Area 1A.

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

The Engineering and Infrastructure Director and County Management recommend that the proposed actions below be placed on the March 16<sup>th</sup> Board of Commissioners agenda as a consent item:

1. Accept the bids and award a contract to the lowest, responsible, and responsive bidder Highland Paving Company, LLC excluding Area 1A in the amount of \$653,976.60.
2. Establish a contingency in the amount of \$66,000 to be used for additional work recommended by the E&I Director and approved by the County Manager.

#### **ATTACHMENTS:**

Description	Type
Parking Lot Aerial & Repair Plan	Backup Material
Bid Tab	Backup Material



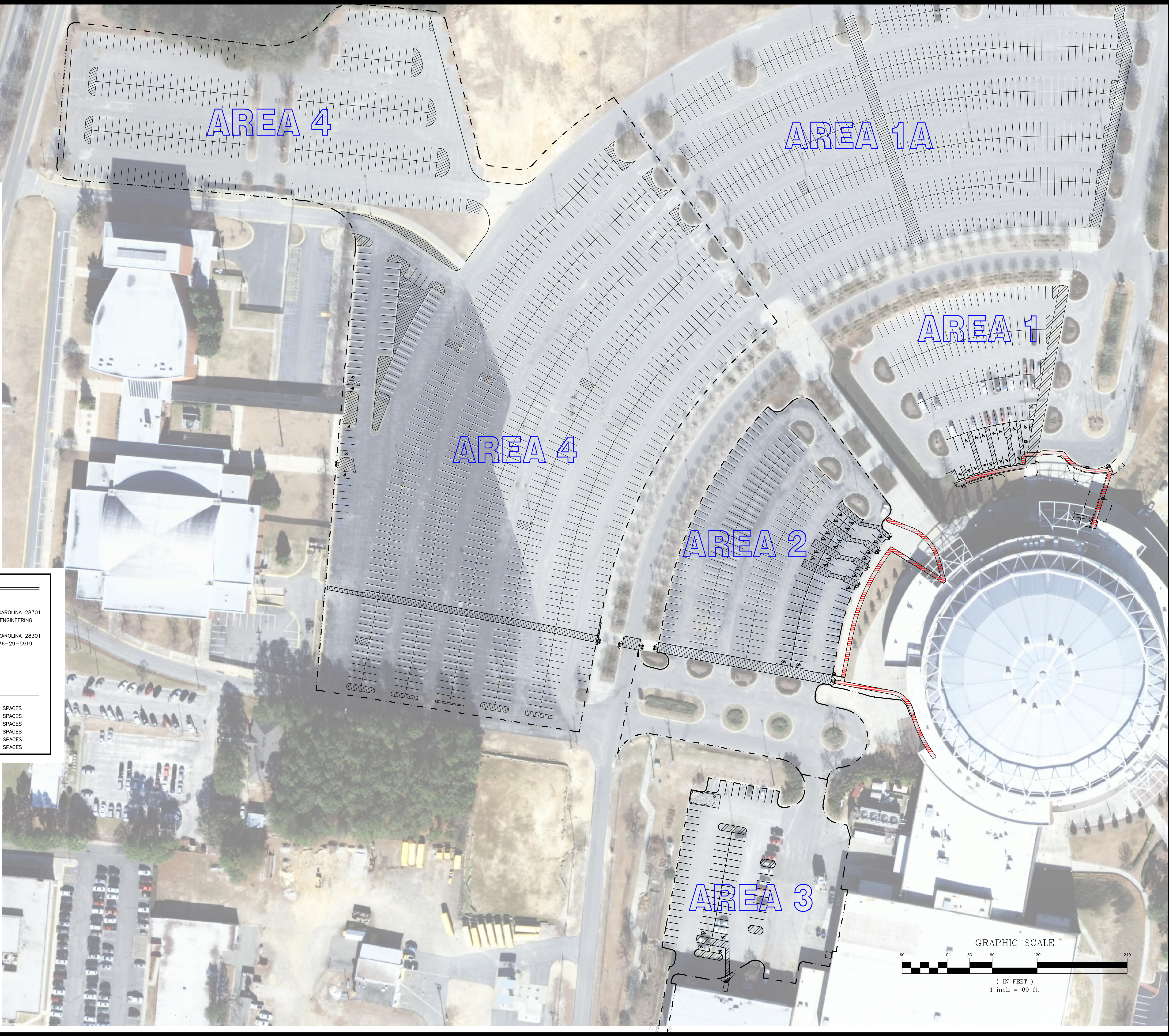


VICINITY MAP  
NOT TO SCALE

- LEGEND:
- GIS PROPERTY LINE
  - 38" SANITARY SEWER LINE
  - 36" STORM DRAINAGE
  - OVERHEAD UTILITY
  - FENCE LINE
  - 210 MAJOR CONTOUR
  - 207 MINOR CONTOUR
  - SPOT ELEVATION
  - BENCHMARK
  - SIGN
  - BOLLARD
  - HVAC UNIT
  - ELECTRICAL METER
  - TRANSFORMER
  - LIGHT POLE
  - UTILITY POLE
  - WATER VALVE
  - FIRE HYDRANT
  - IRRIGATION VALVE
  - STORM DRAIN MANHOLE
  - CATCH BASIN
  - DROP INLET
  - SANITARY SEWER MANHOLE
  - CLEANOUT
  - HANDICAP
  - ASPHALT
  - CONCRETE
  - BRICK PAVERS
  - BUILDING

SITE DATA

OWNER	CUMBERLAND COUNTY
MAILING ADDRESS	130 GILLESPIE STREET
CITY, STATE	FAYETTEVILLE, NORTH CAROLINA 28301
DEVELOPER	CUMBERLAND COUNTY ENGINEERING
MAILING ADDRESS	130 GILLESPIE STREET
CITY, STATE	FAYETTEVILLE, NORTH CAROLINA 28301
PIN NUMBER	0436-20-0936 & 0436-29-5919
TOWNSHIP	PEARCES MILL
TOTAL SITE ACREAGE	2.4
ACREAGE TO BE DEVELOPED	2.4
ZONING	CC
EXISTING USE	PARKING LOT
PROPOSED USE	PARKING LOT
DISABLED PARKING:	
PRE-DEVELOPMENT (AREA 1)	15 SPACES
POST-DEVELOPMENT (AREA 1)	15 SPACES
PRE-DEVELOPMENT (AREA 2)	20 SPACES
POST-DEVELOPMENT (AREA 2)	21 SPACES
PRE-DEVELOPMENT (AREA 3)	2 SPACES
POST-DEVELOPMENT (AREA 3)	4 SPACES



REVISIONS

FINAL DRAWING  
NOT RELEASED FOR CONSTRUCTION

PROJECT NAME

**CROWN  
COLISEUM  
PARKING**

OVERALL  
SITE PLAN

CLIENT

**CUMBERLAND  
COUNTY  
ENGINEERING**

130 Gillespie Street  
Fayetteville, North Carolina 28301  
Phone: (910) 678-7636  
Fax: (910) 678-7635

PROJECT INFORMATION

DESIGNED BY:	CHRIS
DRAWN BY:	SEAN/CHRIS
CHECKED BY:	SCOTT
PROJECT NUMBER:	1451

DRAWING SCALE

HORIZONTAL: 1"=60'

DATE RELEASED

JANUARY 7, 2020

SHEET NUMBER

**EXHIBIT**



Cumberland County									
Crown Coliseum Parking Lot Improvement Project									
Bid Opening - February 26, 2020 4:00 PM									
		Base Bid				Total Base Bid	Alternate 1	Alternate 2	Award
Bidder/Contractor	Addendum 1&2	Area 1	Area 1A	Area 2	Area 3		Replace Brick Pavers	Area 4	Base Bid Excluding Area 1A
Barnhill Contracting Company	Yes	\$266,550.95	\$30,170.60	\$378,255.05	\$77,646.15	\$752,622.75	\$75,091.20	\$34,429.75	\$722,452.15
BridgePoint Civil	Yes	\$247,331.36	\$53,755.08	\$400,936.00	\$95,815.41	\$797,837.85	\$49,699.65	\$50,214.75	\$744,082.77
Highland Paving Company	Yes	\$219,206.00	\$35,395.15	\$359,329.00	\$75,441.60	\$689,371.75	\$51,637.30	\$31,595.00	\$653,976.60



## **ENGINEERING AND INFRASTRUCTURE DEPARTMENT**

### **MEMORANDUM FOR THE AGENDA OF THE MARCH 12, 2020** **AGENDA SESSION**

**TO: BOARD OF COUNTY COMMISSIONERS**

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

**DATE: 3/3/2020**

**SUBJECT: ENCROACHMENT AGREEMENT WITH NORTH CAROLINA DEPARTMENT OF TRANSPORTATION (NCDOT) FOR NORCRESS WATER & SEWER DISTRICT**

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

**Presenter(s): JEFFERY P. BROWN, PE, ENGINEERING & INFRASTRUCTURE DIRECTOR**

#### **BACKGROUND**

The NORCRESS sewer system was constructed in 2004. A sewer lateral within the system is no longer functioning and is causing sanitary sewer to back up into an office building in Wade. The Public Works Commission (PWC) has been going to this property weekly and blowing out the line to push the sewer through the line to prevent it from backing up into the building. This service is above and beyond the scope of work in the operation and maintenance agreement. PWC has stated that a new service lateral must be installed in order to properly serve this property. An Encroachment Agreement is required by NCDOT since the sewer main is on the opposite side of the street.

The County Attorney has reviewed the attached Encroachment Agreement. There is available funding within the NORCRESS operating budget to pay for the installation of the service lateral.

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

The Engineering and Infrastructure Director and County Management recommend that the proposed action below be placed on the March 16, 2020 Board of Commissioners agenda and the NORCRESS Governing



Board agenda as a consent item:

- Approve the attached NCDOT Encroachment Agreement that would allow PWC to replace the failing sewer lateral.

**ATTACHMENTS:**

Description

Encroachment Agreement

Type

Backup Material

ROUTE

SR1815

PROJECT

6927 Wade Stedman Rd – NORCRESS

COUNTY OF

STATE OF NORTH CAROLINA  
Cumberland

DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY ENCROACHMENT AGREEMENT

-AND-

PRIMARY AND SECONDARY HIGHWAYS

NORCRESS Water and Sewer District

130 Gillespie St, Rm 214, Fayetteville, NC 28301

THIS AGREEMENT, made and entered into this                      day of                      20                      by and between the Department the  
of Transportation, party of the first part; and    NORCRESS Water and Sewer District  
130 Gillespie St, Rm 214, Fayetteville, NC 28301                      party of the second part,

W I T N E S S E T H

THAT WHEREAS, the party of the second part desires to encroach on the right of way of the public road designated as  
Route(s) SR1815 , located 6927 Wade Stedman Road

with the construction and/or erection of: Sanitary sewer lateral renewal for 6927 Wade Stedman Rd, approximately 450' east of  
US Highway 301 (Main Street). Service lateral is grade-dependent and will require piping to be installed via open-cut method  
across SR-1815 (Wade Stedman Road).

WHEREAS, it is to the material advantage of the party of the second part to effect this encroachment, and the party of  
the first part in the exercise of authority conferred upon it by statute, is willing to permit the encroachment within the limits of the  
right of way as indicated, subject to the conditions of this agreement;

NOW, THEREFORE, IT IS AGREED that the party of the first part hereby grants to the party of the second part the right  
and privilege to make this encroachment as shown on attached plan sheet(s), specifications and special provisions which are  
made a part hereof upon the following conditions, to wit:

That the installation, operation, and maintenance of the above described facility will be accomplished in accordance with the party of  
the first part's latest POLICIES AND PROCEDURES FOR ACCOMMODATING UTILITIES ON HIGHWAY RIGHTS-OF-WAY, and such  
revisions and amendments thereto as may be in effect at the date of this agreement. Information as to these policies and procedures  
may be obtained from the Division Engineer or State Utility Agent of the party of the first part.

That the said party of the second part binds and obligates himself to install and maintain the encroaching facility in such safe and  
proper condition that it will not interfere with or endanger travel upon said highway, nor obstruct nor interfere with the proper maintenance  
thereof, to reimburse the party of the first part for the cost incurred for any repairs or maintenance to its roadways and structures  
necessary due to the installation and existence of the facilities of the party of the second part, and if at any time the party of the first part  
shall require the removal of or changes in the location of the said facilities, that the said party of the second part binds himself, his  
successors and assigns, to promptly remove or alter the said facilities, in order to conform to the said requirement, without any cost to the  
party of the first part.

That the party of the second part agrees to provide during construction and any subsequent maintenance proper signs, signal lights,  
flagmen and other warning devices for the protection of traffic in conformance with the latest Manual on Uniform Traffic Control Devices  
for Streets and Highways and Amendments or Supplements thereto. Information as to the above rules and regulations may be obtained  
from the Division Engineer of the party of the first part.

That the party of the second part hereby agrees to indemnify and save harmless the party of the first part from all damages and  
claims for damage that may arise by reason of the installation and maintenance of this encroachment.

That the party of the second part agrees to restore all areas disturbed during installation and maintenance to the satisfaction of the  
Division Engineer of the party of the first part. The party of the second part agrees to exercise every reasonable precaution during  
construction and maintenance to prevent eroding of soil; silting or pollution of rivers, streams, lakes, reservoirs, other water  
impoundments, ground surfaces or other property; or pollution of the air. There shall be compliance with applicable rules and regulations  
of the North Carolina Division of Environmental Management, North Carolina Sedimentation Control Commission, and with ordinances  
and regulations of various counties, municipalities and other official agencies relating to pollution prevention and control. When any  
installation or maintenance operation disturbs the ground surface and existing ground cover, the party of the second part agrees to  
remove and replace the sod or otherwise reestablish the grass cover to meet the satisfaction of the Division Engineer of the party of the  
first part.

That the party of the second part agrees to assume the actual cost of any inspection of the work considered to be necessary by the  
Division Engineer of the party of the first part.

That the party of the second part agrees to have available at the construction site, at all times during construction, a copy of this  
agreement showing evidence of approval by the party of the first part. The party of the first part reserves the right to stop all work unless  
evidence of approval can be shown.

Provided the work contained in this agreement is being performed on a completed highway open to traffic; the party of the second part  
agrees to give written notice to the Division Engineer of the party of the first part when all work contained herein has been completed.  
Unless specifically requested by the party of the first part, written notice of completion of work on highway projects under construction will  
not be required.

That in the case of noncompliance with the terms of this agreement by the party of the second part, the party of the first part reserves  
the right to stop all work until the facility has been brought into compliance or removed from the right of way at no cost to the party of the  
first part.

That it is agreed by both parties that this agreement shall become void if actual construction of the work contemplated herein is not  
begun within one (1) year from the date of authorization by the party of the first part unless written waiver is secured by the party of the  
second part from the party of the first part.

During the performance of this contract, the second party, for itself, its assignees and successors in interest (hereinafter referred to as  
the "contractor"), agrees as follows:

- a. Compliance with Regulations: The contractor shall comply with the Regulations relative to nondiscrimination in Federally-  
assisted programs of the U. S. Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be  
amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and  
made a part of this contract.

- b. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- c. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- d. Information and Reports: The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to,
  - (1) withholding of payments to the contractor under the contract until the contractor complies, and/or
  - (2) cancellation, termination or suspension of the contract, in whole or in part.
- f. Incorporation of Provisions: The contractor shall include the provisions of paragraphs "a" through "f" in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Department of Transportation to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

R/W (161) : Party of the Second Part certifies that this agreement is true and accurate copy of the form R/W (161) incorporating all revisions to date.

IN WITNESS WHEREOF, each of the parties to this agreement has caused the same to be executed the day and year first above written.

DEPARTMENT OF TRANSPORTATION

BY: \_\_\_\_\_  
DIVISION ENGINEER

ATTEST OR WITNESS:

\_\_\_\_\_  
Candice White, Clerk to the Board  
\_\_\_\_\_  
NORCRESS Water and Sewer District

\_\_\_\_\_  
W. Marshall Faircloth, Chairman  
\_\_\_\_\_  
NORCRESS Water and Sewer District  
\_\_\_\_\_  
Second Party

INSTRUCTIONS

When the applicant is a corporation or a municipality, this agreement must have the corporate seal and be attested by the corporation secretary or by the empowered city official, unless a waiver of corporate seal and attestation by the secretary or by the empowered City official is on file in the Raleigh office of the Manager of Right of Way. In the space provided in this agreement for execution, the name of the corporation or municipality shall be typed above the name, and title of all persons signing the agreement should be typed directly below their signature.

When the applicant is not a corporation, then his signature must be witnessed by one person. The address should be included in this agreement and the names of all persons signing the agreement should be typed directly below their signature.

This agreement must be accompanied, in the form of an attachment, by plans or drawings showing the following applicable information:

- 1. All roadways and ramps.
- 2. Right of way lines and where applicable, the control of access lines.
- 3. Location of the existing and/or proposed encroachment.
- 4. Length, size and type of encroachment.
- 5. Method of installation.
- 6. Dimensions showing the distance from the encroachment to edge of pavement, shoulders, etc.
- 7. Location by highway survey station number. If station number cannot be obtained, location should be shown by distance from some identifiable point, such as a bridge, road, intersection, etc. (To assist in preparation of the encroachment plan, the Department's roadway plans may be seen at the various Highway Division Offices, or at the Raleigh office.)
- 8. Drainage structures or bridges if affected by encroachment (show vertical and horizontal dimensions from encroachment to nearest part of structure).
- 9. Method of attachment to drainage structures or bridges.
- 10. Manhole design.
- 11. On underground utilities, the depth of bury under all traveled lanes, shoulders, ditches, sidewalks, etc.
- 12. Length, size and type of encasement where required.
- 13. On underground crossings, notation as to method of crossing - boring and jacking, open cut, etc.
- 14. Location of vents.

GENERAL REQUIREMENTS

- 1. Any attachment to a bridge or other drainage structure must be approved by the Head of Structure Design in Raleigh prior to submission of encroachment agreement to the Division Engineer.
- 2. All crossings should be as near as possible normal to the centerline of the highway.
- 3. Minimum vertical clearances of overhead wires and cables above all roadways must conform to clearances set out in the National Electric Safety Code.
- 4. Encasements shall extend from ditch line to ditch line in cut sections and 5' beyond toe of slopes in fill sections.
- 5. All vents should be extended to the right of way line or as otherwise required by the Department.
- 6. All pipe encasements as to material and strength shall meet the standards and specifications of the Department.
- 7. Any special provisions or specifications as to the performance of the work or the method of construction that may be required by the Department must be shown on a separate sheet attached to encroachment agreement provided that such information cannot be shown on plans or drawings.
- 8. The Department's Division Engineer should be given notice by the applicant prior to actual starting of installation included in this agreement.



## **COMMUNITY DEVELOPMENT**

### **MEMORANDUM FOR THE AGENDA OF THE MARCH 12, 2020 AGENDA SESSION**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: DEE TAYLOR, DIRECTOR OF COMMUNITY DEVELOPMENT**

**DATE: 3/12/2020**

**SUBJECT: COMMUNITY DEVELOPMENT -DISASTER RECOVERY UPDATE**

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

**Presenter(s): COMMUNITY DEVELOPMENT STAFF**

#### **BACKGROUND**

Cumberland County, in partnership with the North Carolina Office of Recovery & Resiliency (NCORR), is implementing a Community Recovery Infrastructure activity funded through the Community Development Block Grant Disaster Recovery Program. The attached report is an update on the status of the activity (Robin's Meadow Permanent Supportive Housing) undertaken by Cumberland County. In addition, the report includes an update on activities funded through DRA 17 and HMGP.

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

No action is needed. This item is provided for informational purposes only.

#### **ATTACHMENTS:**

Description	Type
Cumberland County Disaster Recovery Programs Update	Backup Material

**CUMBERLAND COUNTY DISASTER RECOVERY PROGRAMS UPDATE**  
**FOR THE MARCH 12, 2020**  
**BOARD OF COMMISSIONER'S AGENDA SESSION**

Status as of March 5, 2020:

Milestones/Activities:

- NCORR executed SRA with County December 17, 2019;
- Robins Meadow Permanent Supportive Housing Project/Community Recovery Infrastructure – received project specific award letter January 23, 2020;
- Robins Meadow Permanent Supportive Housing Project/Community Recovery Infrastructure - A/E Services – The Wooten Co. working with staff on initial schematic design and project timeline schedule;
- DRA-17 & HMGP Projects – County completed acquisition 10 properties; demolition bids under review

Current Staffing:

- State POC: John Ebbighausen – Director of Disaster Recovery Programs, NC Office of Recovery & Resiliency (NCORR); Mary Glasscock; Infrastructure Manager (NCORR)
- Cumberland County:
  - Sylvia McLean, P.T. Community Development (CD) Consultant



**FINANCE OFFICE**

**MEMORANDUM FOR THE AGENDA OF THE MARCH 12, 2020**  
**AGENDA SESSION**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: VICKI EVANS, FINANCE DIRECTOR**

**DATE: 3/2/2020**

**SUBJECT: FINANCIAL REPORT**

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

**Presenter(s): NA**

**BACKGROUND**

The financial report is included which shows results of the general fund for fiscal year 2020, January year-to-date. Additional detail has been provided on a separate page explaining any percentages that may appear inconsistent with year-to-date budget expectations.

**RECOMMENDATION / PROPOSED ACTION**

For information/discussion purposes only.

**ATTACHMENTS:**

Description

Monthly Financial Report FY2020 Jan YTD

Type

Backup Material

**County of Cumberland  
General Fund Revenues**

REVENUES	FY18-19 AUDITED	FY19-20 ADOPTED BUDGET	FY19-20 REVISED BUDGET	YTD ACTUAL AS OF January 31, 2020	PERCENT OF BUDGET TO DATE	*
Ad Valorem Taxes						
Current Year	\$ 165,634,524	\$ 165,517,000	\$ 165,517,000	\$ 160,097,877	96.7%	(1)
Prior Years	1,252,112	1,186,000	1,186,000	609,404	51.4%	
Motor Vehicles	19,996,530	19,937,832	19,937,832	10,019,809	50.3%	(2)
Penalties and Interest	699,244	742,000	742,000	372,789	50.2%	
Other	1,057,248	993,000	993,000	613,156	61.7%	
Total Ad Valorem Taxes	188,639,658	188,375,832	188,375,832	171,713,036	91.2%	
Other Taxes						
Sales	45,124,463	43,327,484	43,327,484	15,400,398	35.5%	(3)
Real Estate Transfer	1,351,286	700,000	700,000	1,083,602	154.8%	
Other	990,033	929,726	929,726	284,617	30.6%	
Total Other Taxes	47,465,781	44,957,210	44,957,210	16,768,617	37.3%	
Unrestricted & Restricted Intergovernmental Revenues	59,774,565	62,157,523	64,934,034	26,614,336	41.0%	(4)
Charges for Services	14,213,771	13,255,898	13,710,334	6,399,721	46.7%	(5)
Other Sources (includes Transfers In)	3,880,475	2,668,738	2,782,305	1,745,441	62.7%	
Lease Land CFVMC	3,871,987	3,871,986	3,871,986	4,012,056	103.6%	(6)
Total Other	7,752,461	6,540,724	6,654,291	5,757,497	86.5%	
<b>Total Revenue</b>	<b>\$ 317,846,236</b>	<b>\$ 315,287,187</b>	<b>\$ 318,631,701</b>	<b>\$ 227,253,208</b>	<b>71.3%</b>	
Fund Balance Appropriation		8,667,646	24,019,826	-	0.0%	
<b>Total Funding Sources</b>	<b>\$ 317,846,236</b>	<b>\$ 323,954,833</b>	<b>\$ 342,651,527</b>	<b>\$ 227,253,208</b>	<b>66.3%</b>	

**County of Cumberland**  
**General Fund Expenditures**

DEPARTMENTS	YTD ACTUAL					PERCENT OF BUDGET TO DATE **
	FY18-19 AUDITED	FY19-20 ADOPTED BUDGET	FY19-20 REVISED BUDGET	AS OF January 31, 2020		
Governing Body	\$ 610,121	\$ 662,458	\$ 662,458	\$ 387,218		58.5%
Administration	1,448,887	1,837,782	1,837,782	904,032		49.2%
Public Affairs/Education	455,570	847,376	863,546	338,676		39.2% (1)
Human Resources	893,308	1,169,176	1,169,176	621,881		53.2%
Print, Mail, and Design	719,586	775,255	775,255	380,025		49.0%
Court Facilities	121,286	203,470	211,970	100,085		47.2%
Facilities Maintenance	808,708	1,102,362	1,138,810	579,511		50.9%
Landscaping & Grounds	622,743	724,187	724,187	364,907		50.4%
Carpentry	152,063	230,045	230,045	110,798		48.2%
Facilities Management	1,172,046	1,435,808	1,435,808	652,920		45.5%
Public Buildings Janitorial	680,038	857,847	857,847	426,903		49.8%
Central Maintenance	881,695	706,587	735,477	295,028		40.1% (2)
Information Services	4,455,373	4,812,492	7,057,366	2,947,007		41.8% (3)
Board of Elections	1,618,420	2,022,011	2,022,011	631,847		31.2% (4)
Finance	1,175,657	1,412,532	1,412,532	708,042		50.1%
Legal	705,449	873,883	873,883	381,275		43.6%
Register of Deeds	2,095,487	2,462,240	3,137,006	1,342,310		42.8%
Tax	5,550,502	5,913,536	5,941,085	2,973,480		50.0%
General Government Other	3,295,143	4,126,674	4,782,896	1,771,575		37.0% (5)
Sheriff	48,326,988	54,114,179	54,827,852	26,851,354		49.0%
Emergency Services	3,337,827	3,806,111	4,330,883	1,978,480		45.7%
Criminal Justice Pretrial	491,622	587,684	587,684	310,195		52.8%
Youth Diversion	22,768	37,027	37,027	14,446		39.0% (6)
Animal Control	3,101,494	3,462,878	3,737,812	1,849,613		49.5%
Public Safety Other (Medical Examiners, NC Detention Subsidy)	1,070,647	1,554,236	1,554,236	523,769		33.7% (7)
Health	22,490,684	23,325,572	23,949,483	11,843,526		49.5%
Mental Health	5,290,783	5,468,948	5,630,923	3,866,996		68.7%
Social Services	56,140,773	62,535,270	63,531,084	29,752,541		46.8%
Veteran Services	369,584	454,308	454,308	246,606		54.3%
Child Support	4,805,597	5,412,018	5,412,018	2,753,804		50.9%



**County of Cumberland  
General Fund Expenditures**

DEPARTMENTS	FY18-19	FY19-20	FY19-20	YTD ACTUAL	PERCENT OF	**
	AUDITED	ADOPTED BUDGET	REVISED BUDGET	AS OF January 31, 2020	BUDGET TO DATE	
Spring Lake Resource Administration	30,226	34,542	34,542	13,651	39.5% (8)	
Library	10,215,040	10,739,461	10,950,422	5,775,030	52.7%	
Stadium Maintenance	93,284	10,000	10,000	465	4.7% (9)	
Culture Recreation Other (Some of the Community Funding)	260,569	260,569	260,569	241,160	92.6%	
Planning	2,910,536	3,315,834	3,341,686	1,481,361	44.3%	
Engineering	1,113,724	699,048	1,076,471	691,304	64.2%	
Cooperative Extension	602,184	773,148	773,148	266,695	34.5% (10)	
Location Services	176,925	211,911	211,911	93,242	44.0%	
Soil Conservation	194,174	145,291	608,174	83,932	13.8% (11)	
Public Utilities	83,287	88,106	88,106	48,876	55.5%	
Economic Physical Development Other	20,000	20,000	20,000	20,000	100.0%	
Industrial Park	9,020	1,427	3,415	1,037	30.4% (12)	
Economic Incentives	429,724	521,677	521,677	28,749	5.5% (13)	
Water and Sewer	-	250,000	250,000	-	0.0% (14)	
Education	93,502,807	94,047,126	94,047,126	54,094,907	57.5%	
Other Uses:						
Transfers Out	34,241,477	19,902,741	30,531,830	530,354	1.7% (15)	
<b>TOTAL</b>	<b>\$ 316,793,829</b>	<b>\$ 323,954,833</b>	<b>\$ 342,651,527</b>	<b>\$ 159,279,613</b>	<b>46.5%</b>	

Expenditures by Category	FY17-18	FY19-20	FY19-20	AS OF	PERCENT OF
	UNAUDITED	ADOPTED BUDGET	REVISED BUDGET	January 31, 2020	BUDGET TO DATE
Personnel Expenditures	\$ 128,499,408	\$ 145,632,904	\$ 146,017,236	\$ 71,699,272	49.1%
Operating Expenditures	151,804,878	156,762,673	163,396,936	86,386,537	52.9%
Capital Outlay	2,248,067	1,656,515	2,705,525	663,449	24.5% (16)
Transfers To Other Funds	34,241,477	19,902,741	30,531,830	530,354	1.7% (15)
<b>TOTAL</b>	<b>\$ 316,793,829</b>	<b>\$ 323,954,833</b>	<b>\$ 342,651,527</b>	<b>\$ 159,279,613</b>	<b>46.5%</b>

**COUNTY OF CUMBERLAND**

<b>Fiscal Year 2020 - January Year-to-Date Actuals (Report Run Date: March 3, 2020)</b>	
<b>Additional Detail</b>	
<b>General Fund Revenues</b>	
<b>*</b>	
(1)	<b>Current Year Ad Valorem 96.7%</b> - The bulk of revenues are typically recorded between November - January.
(2)	<b>Motor Vehicles 50.3%</b> - YTD Actual reflects 6 months of collections.
(3)	<b>Sales Tax 35.5%</b> - YTD Actual reflects 4 month of collections.
(4)	<b>Unrestricted/Restricted Intergovernmental 41.0%</b> - There is typically a one to two month lag in receipt of this funding which is directly impacted by expenditures (reimbursement based).
(5)	<b>Charges for services 46.7%</b> - There is a lag in billing the Board of Education for security. The second fiscal quarter payment will be paid by end of February.
(6)	<b>Lease Land CFVMC 103.6%</b> - Paid in full.
<b>General Fund Expenditures</b>	
<b>**</b>	
(1)	<b>Public Information 39.2%</b> - Personnel costs are low caused by two positions being vacant through November, 2019 and another remaining vacancy.
(2)	<b>Central Maintenance 40.1%</b> - Personnel costs are low as the fleet supervisor position has been vacant since the beginning of FY20.
(3)	<b>Information Services 41.8%</b> - Personnel costs are low as there are five vacancies within the department.
(4)	<b>Board of Elections 31.2%</b> - Capital outlay in the amount of \$294,305 has not yet been purchased.
(5)	<b>General Government Other 37.0%</b> - The percentage of expenditures is in line with past fiscal year trends.
(6)	<b>Youth Diversion 39.0%</b> - Operating costs are lower as new staff transition into the position.
(7)	<b>Public Safety Other 33.7%</b> - Outside agency invoices are typically paid quarterly. The second quarter is usually paid in February.
(8)	<b>Spring Lake Resource Administration 39.5%</b> - The cleaning contract invoice lags by a month. The fire alarm monitoring contract is an annual payment, which is billed in May.
(9)	<b>Stadium Maintenance 4.7%</b> - Swampdogs last submitted a telephone reimbursement request for the month of August 2019. Additional costs are not expected.
(10)	<b>Cooperative Extension 34.5%</b> - Personnel costs are low caused by vacancies within the department.
(11)	<b>Soil Conservation 13.8%</b> - Approximately \$452K in NC Disaster Recovery Act 2018 funds remain unexpended.
(12)	<b>Industrial Park 30.4%</b> - Expenditures include grounds maintenance costs through December.
(13)	<b>Economic Incentives 5.5%</b> - Economic incentives are paid when the company complies.
(14)	<b>Water and Sewer 0%</b> - There has not been an expenditure need to date this fiscal year.
(15)	<b>Transfers Out 1.7%</b> - Transfers are generally recorded toward the end of the fiscal year.
(16)	<b>Capital Outlay 24.5%</b> - Most capital items are typically purchased during the second and third quarters of the fiscal year.



**ENGINEERING AND INFRASTRUCTURE DEPARTMENT**

**MEMORANDUM FOR THE AGENDA OF THE MARCH 12, 2020**  
**AGENDA SESSION**

**TO: BOARD OF COUNTY COMMISSIONERS**

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

**DATE: 3/3/2020**

**SUBJECT: PROJECT UPDATES**

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

**Presenter(s): JEFFERY P. BROWN, PE, ENGINEERING & INFRASTRUCTURE DIRECTOR**

**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	Type
Project Update	Backup Material

MONTHLY PROGRESS REPORT				
Project Location	Contract Amount	Project Status	Contract Start Date	Contract Duration
Crown Coliseum Ice Plant, Chiller and Ice Floor Replacement	\$3,441,390.00	Project is complete.	3/22/2019	150 days
Detention Center Roof Replacement	\$1,238,351.00	The contractor is continuing performing membrane installation on additional housing pods. The contractor is working on installing the roof drains and metal cap flashing on the completed roof areas. The contractor is requesting additional contract time due to weather delays.	11/18/2019	120 days
Department of Social Services Chiller and Cooling Tower Replacement Project	\$741,215.00	The contractor is awaiting materials. The cooling tower is anticipated to be delivered in May 2020. The chiller is ordered and manufacturing time is approximately 18 weeks.	Not Started	120 days
Judge E. Maurice Braswell Courthouse Generator	\$2,828,700.00	The contractor is pursuing constructing the mechanical yard and block/brick wall enclosure.	10/23/2019	179 days
LEC Elevator Modernization Project	\$1,362,557.00	The contractor is providing submittals to the engineering team and has obtained permits from the City of Fayetteville to begin the project.	Not Started	Design Pending
Department of Social Services Carpet	\$348,000.00	The contractor was provided the purchase order on 2/24/2020.	Not Started	120 days
Department of Social Services Elevator Modernization Project	\$9,680.00	Staff has received recommendations for code compliant and best practices for Elevator Modernization. Staff will meet to discuss proposed recommendations and initiate a project design scope with the engineer.	Not Started	Design Pending
Crown Coliseum Cooling Tower Replacement - Engineering Services	\$66,000.00	The consultant engineering team met on 3/3/2020 for a design team kick-off.	Not Started	Design Pending
Detention Center Grinder Pump	\$232,400.00	The project goes before the Board of Commissioners Agenda Session on 3/12/2020 and before the BOC for approval on 3/23/2020.	Not Started	Design Pending
Hope Mills Library Boiler Replacement	\$120,266	The contract went to the County Attorney's office on 2/24/2020. Staff will request a purchase order upon approval.	Not Started	179 days
Crown Coliseum Parking Lot Improvement Project	\$653,976.60	Bids were opened on 2/26/2020. The project will go before the BOC Agenda Session on 3/12/2020 and before the BOC for approval on 3/23/2020.	Not Started	120 days



## **RISK MANAGEMENT**

### **MEMORANDUM FOR THE AGENDA OF THE MARCH 12, 2020** **AGENDA SESSION**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: JULIE A. CRAWFORD, BENEFITS COORDINATOR**

**DATE: 2/25/2020**

**SUBJECT: HEALTH INSURANCE UPDATE**

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

**Presenter(s): N/A**

#### **BACKGROUND**

As of July 1, 2019, retirees who are 65 and older became covered by a County funded fully insured plan through AmWINS. All other covered members remained insured by the County's self-funded plan through BCBS. The information provided below and within the graphs has been updated to include the monthly premium amount paid to fund the fully insured plan and the actual monthly claims amounts for all other covered members. Combining these amounts for FY20 and beyond is necessary to ensure a complete picture when comparing the claims results to prior years.

Total health insurance claims plus the fully insured premium amount for FY20 are down 16.56% for the month of January as compared to the same month in FY19. To provide some perspective, below is the seven-month average for the past five fiscal years. This average represents the average monthly year-to-date claims for each fiscal year and includes the fully insured premium for FY20. Additionally, graphs are provided in the attachment to aid in the analysis.

Year to date claims and premium payment through January	\$10,885,719
Less year to date stop loss credits	<u>(\$342,604.26)</u>
Net year to date claims and premium payment through January	\$10,543,115

-  
**Average monthly claims and fully insured premium (before stop loss) per fiscal year through January:**

FY16 \$1,750,837  
FY17 \$1,395,026  
FY18 \$1,463,919  
FY19 \$1,693,614  
FY20 \$1,555,103

**RECOMMENDATION / PROPOSED ACTION**

For information only – no action needed.

**ATTACHMENTS:**

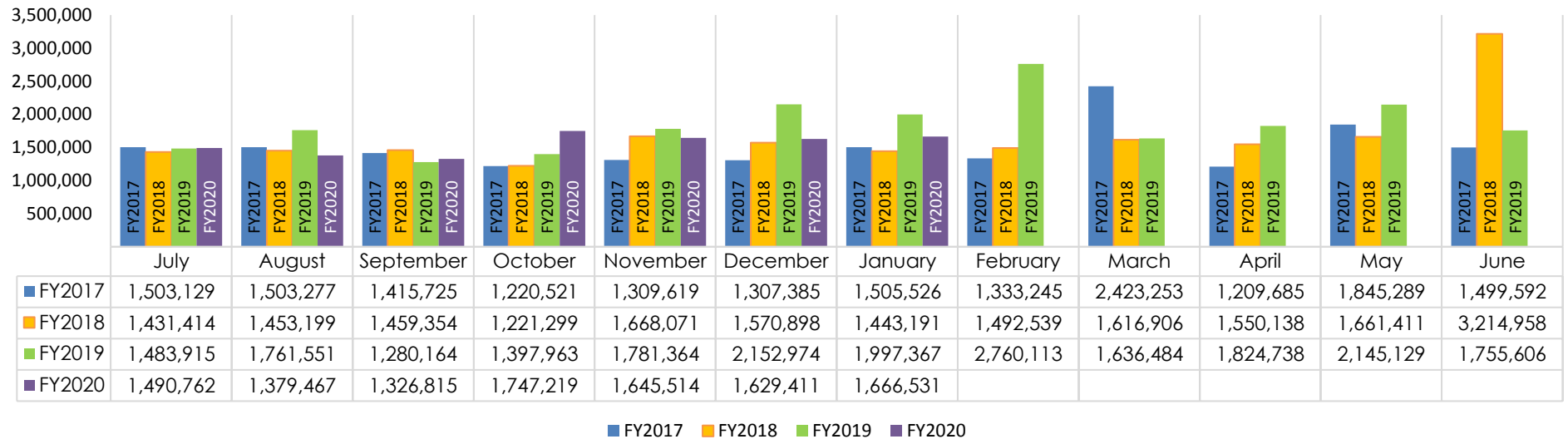
Description

HEALTH INSURANCE GRAPHS

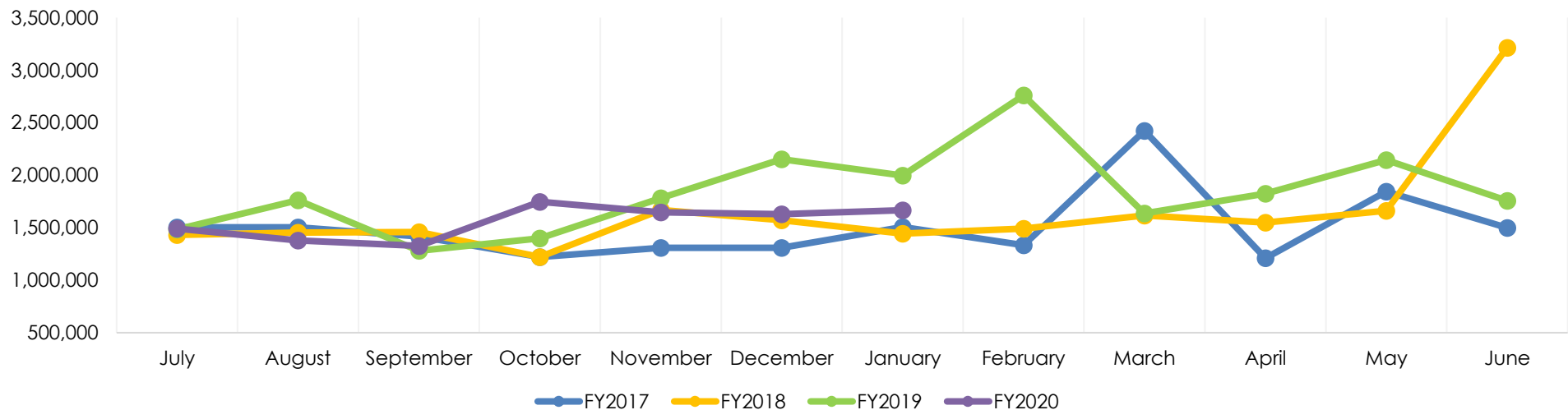
Type

Backup Material

## Monthly Insurance Claims FY17-FY19 Claims & Fully Insured Premium FY20



## Monthly Insurance Claims FY17 - FY19 Claims & Fully Insured Premium FY20





**OFFICE OF THE COUNTY MANAGER**

**MEMORANDUM FOR THE AGENDA OF THE MARCH 12, 2020**  
**AGENDA SESSION**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM:**

**DATE:**

**SUBJECT: MEETINGS**

**Requested by:**

**Presenter(s):**

**BACKGROUND**

April 9, 2020 (Thursday) 1:00 P.M.  
May 14, 2020 (Thursday) 1:00 P.M.