
AGENDA
CUMBERLAND COUNTY BOARD OF COMMISSIONERS
REGULAR AGENDA SESSION
JUDGE E. MAURICE BRASWELL
CUMBERLAND COUNTY COURTHOUSE - ROOM 564
APRIL 8, 2021
1:00 PM

INVOCATION- Commissioner Jeannette Council

PLEDGE OF ALLEGIANCE

1. APPROVAL OF AGENDA
2. APPROVAL OF MINUTES
 - A. March 11, 2021 Agenda Session Regular Meeting Minutes
3. PRESENTATIONS
 - A. Diversity, Equity, and Inclusion Advisory Committee (DEIAC)
4. CONSIDERATION OF AGENDA ITEMS
 - A. Amendment of Section 605, Holidays of the Cumberland County Personnel Ordinance
 - B. Renovation Options for the Board of Commissioners' Meeting Room
 - C. Fayetteville Area Metropolitan Planning Organization (FAMPO) Multi-Modal Congestion Management Process (CMP)
 - D. Use and Occupancy Agreement with North Carolina Department of Transportation (NCDOT) for the Norcross System
 - E. Request for Information on FY22 Proposed Budget
 - F. Request for Information on American Rescue Plan Funding
 - G. Strategic Objectives for the Board's Priorities
 - H. Confirmation of Priorities and Projects within the Capital Planning Model
 - I. Lease Agreement for Right Track Group Home
 - J. Request of the Town of Linden to Relinquish Its Jurisdiction to the County for Minimum Housing Code Enforcement
5. OTHER ITEMS
 - A. Update on Grants Management Activities
6. MONTHLY REPORTS
 - A. Financial Report

- B. Health Insurance Update
- C. Community Development Block Grant - Disaster Recovery (CDBG-DR) Update
- D. Community Development Update
- E. Coronavirus Relief Funds (CRF) Plan Update
- F. Project Updates

7. CLOSED SESSION: If Needed

ADJOURN

AGENDA SESSION MEETINGS:

May 13, 2021 (Thursday) 1:00 PM

June 10, 2021 (Thursday) 1:00 PM



GENERAL MANAGER FINANCIAL SERVICES

MEMORANDUM FOR THE AGENDA OF THE APRIL 8, 2021
AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: VICKI EVANS AND BRENDA JACKSON, DEIAC CO-CONVENERS

DATE: 3/29/2021

SUBJECT: DIVERSITY, EQUITY, AND INCLUSION ADVISORY COMMITTEE (DEIAC)

Requested by: AMY CANNON, COUNTY MANAGER

Presenter(s): VICKI EVANS AND BRENDA JACKSON, DEIAC CO-CONVENERS

BACKGROUND

Co-conveners to the DEIAC, Vicki Evans and Brenda Jackson, will share a power point presentation and an update regarding activities of the advisory committee.

RECOMMENDATION / PROPOSED ACTION

For discussion purposes only - no action needed.



OFFICE OF THE COUNTY ATTORNEY

MEMORANDUM FOR THE AGENDA OF THE APRIL 8, 2021
AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COUNTY ATTORNEY

DATE: 4/1/2021

SUBJECT: AMENDMENT OF SECTION 605, HOLIDAYS OF THE CUMBERLAND COUNTY PERSONNEL ORDINANCE

Requested by: ACTION OF BOARD OF COMMISSIONERS

Presenter(s): COUNTY ATTORNEY

BACKGROUND

At its meeting February 15, 2021, the Board approved the addition of a floating holiday to the County's current holiday schedule. The Board's action constituted an amendment to the County's Personnel Ordinance which must be formally adopted. The County Manager has requested the attached Ordinance to Amend Section 605 of the County's Personnel Ordinance be adopted. The County's Finance Director has requested that the language in the ordinance also be clarified to state that it applies only to full-time and part-time employees with benefits. The attached Ordinance Amendment incorporates the language to adopt these two amendments to Section 605, Holidays as set out in red font.

RECOMMENDATION / PROPOSED ACTION

County attorney recommends the amendments be approved to make the ordinance consistent with the Board's action and payroll policy.

ATTACHMENTS:

Description	Type
Holidays Amendments to Personnel Ordinance	Backup Material

**AN ORDINANCE OF THE CUMBERLAND COUNTY BOARD OF COMMISSIONERS
TO AMEND SECTION 605, HOLIDAYS
OF THE CUMBERLAND COUNTY PERSONNEL ORDINANCE**

WHEREAS, to make the County's holiday schedule more inclusive, the County's Diversity, Equity and Inclusion Advisory Committee, after lengthy discussion and consideration, recommended several options to the Executive Steering Committee. From those options, the Executive Steering Committee recommended that the County add a floating holiday in addition to keeping the current 12 holidays as provided for under Section 605, to offer employees the opportunity to support diversity and offer flexibility by giving employees discretion to choose a holiday, event or paid day off that is significant to them.; and

WHEREAS, the Board of Commissioners approves the Committee's recommendation.

NOW, THEREFORE, the Cumberland County Board of Commissioners ordains as follows:

1. Article VI, Section 605 of the Cumberland County Personnel Ordinance is amended by inserting a second sentence in Section 605(a), inserting clarifying language in the last sentence in Section 605(a), and inserting a second sentence in Section 605(b), with Section 605 to read in its entirety as follows:

Section 605. Holidays

- (a) The County shall observe the same holidays as the State of North Carolina. **In addition, all eligible employees can take one additional floating holiday to be taken during the course of a calendar year.** All full-time or part-time employees with benefits in a pay status the day before the holiday ~~shall receive holiday pay~~ shall be eligible.
- (b) The County manager shall develop and implement holiday pay administration procedures consistent with applicable federal and state laws. **The County manager shall develop and implement policies that administer the floating holiday granted herein.**

2. This ordinance shall be effective upon its final adoption as by law provided.

This the ____ day of April, 2021.

CHARLES EVANS
Chairman, Board of Commissioners

ATTEST:

CANDICE WHITE
Clerk to the Board



ASSISTANT COUNTY MANAGER - ENVIRONMENTAL/ COMMUNITY SAFETY

MEMORANDUM FOR THE AGENDA OF THE APRIL 8, 2021
AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

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

DATE: 3/31/2021

**SUBJECT: RENOVATION OPTIONS FOR THE BOARD OF COMMISSIONERS'
MEETING ROOM**

Requested by: BOARD OF COMMISSIONERS

Presenter(s): RUSSELL PEARLMAN, AIA, THE WOOTEN COMPANY

BACKGROUND

Mr. Russell Pearlman, an architect with the Wooten Company, will provide a presentation outlining findings and renovation options for Room 118 of the Judge E. Maurice Braswell Courthouse and the Courtroom of the Historic Courthouse.

RECOMMENDATION / PROPOSED ACTION

Staff is seeking feedback and direction from the Board of Commissioners regarding the renovation concepts presented by the Wooten Company.



PLANNING AND INSPECTIONS DEPARTMENT

MEMORANDUM FOR THE AGENDA OF THE APRIL 8, 2021 **AGENDA SESSION**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: RAWLS HOWARD, DIRECTOR OF PLANNING & INSPECTIONS

DATE: 3/23/2021

SUBJECT: FAYETTEVILLE AREA METROPOLITAN PLANNING ORGANIZATION (FAMPO) MULTI-MODAL CONGESTION MANAGEMENT PROCESS (CMP)

Requested by: AMY H. CANNON, COUNTY MANAGER

Presenter(s): DELOMA GRAHAM, INTERIM FAMPO EXECUTIVE DIRECTOR

BACKGROUND

FAMPO has identified the need to update and create a comprehensive, multi-modal Congestion Management Process (CMP). The CMP is a study that will develop and implement strategies to manage congestion in the Fayetteville metropolitan planning area and involves all modes of transportation.

As of 2019, the FAMPO area had a population of 388,337, with anticipated growth especially in Harnett and Hoke Counties. This continued growth is expected to have a significant, and potentially negative, impact on the transportation network and land use patterns of the study area. Increase in traffic volumes, development activities, congestion and population can all be expected in the region.

FAMPO has programmed and allocated a total of \$200,000 for this project, which will span over a period of two fiscal years. The FAMPO Transportation Policy Board (TPB) approved an amendment to the FY 2021 Unified Planning Work Program budget on January 27, 2021, which includes \$100,000 in Special Studies for the project to begin in FY 2021. The TPB also approved the FY 2022 Unified Planning Work Program budget on January 27, 2021, which includes \$100,000 in Special Studies specifically for the completion of the CMP in FY 2022.

A Request for Letters of Interest (RFLOI) was issued for consultant services to lead this project. A

NCDOT-approved consultant was chosen through the selection process with a bid of \$199,948.88.

The project will be spanning the FY21 and FY22 fiscal years, with expenditures starting in FY21. The County's budget office has reviewed this project. Approval from the Board of County Commissioners is required for the execution of the contract to begin this study.

RECOMMENDATION / PROPOSED ACTION

Staff requests the County Commissioner's approval of the FAMPO Multi-Modal Congestion Management Study to be implemented by the North Carolina Department of Transportation pre-qualified consulting firm in the amount of \$199,948.88. Staff requests this item be placed on the Consent Agenda for the April 19, 2021 Regular Meeting.

ATTACHMENTS:

Description	Type
NCDOT APPROVAL MEMO	Backup Material
Prof Services Agreement w CLC	Backup Material



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER

GOVERNOR

MEMORANDUM

J. ERIC BOYETTE

SECRETARY

To: Fayetteville Area Metropolitan Planning Organization

From: Hemal Shah, MPO Coordinator 
NCDOT - Transportation Planning Branch

Date: 3/19/2021

RE: PEF Review for FAMPO Multi Modal Congestion Management

Please be advised that after a careful review, the NCDOT Transportation Planning Division has determined that Kittelson & Associates is eligible to perform planning services for the Fayetteville Area MPO.

Transportation Planning Comments -

Please provide the information requested by OIG below.

Office of Inspector General/Consultant Audit Comments –

- A. Please respond in writing as to the results of final negotiations.
- B. It is requested that a copy of the final cost/rate estimate be attached to the agreement when entered into SAP. Please scan a copy of audit report as well.

Once an agreement is signed, please forward an original signed copy to TPD for our records.

If you have questions or require further information please contact me at hjshah@ncdot.gov.

cc: Lonnetta Raynor, Manager, Consultant, Utility, Railroad & Turnpike (CURT)
Behshad Norowzi, Coastal Planning Group Supervisor
Travis Marshall, Technical Services Unit Head

Mailing Address:
NC DEPARTMENT OF TRANSPORTATION
TRANSPORTATION PLANNING DIVISION
1554 MAIL SERVICE CENTER
RALEIGH, NC 27699-1554

Telephone: (919) 707-0900
Fax: (919) 733-9794
Customer Service: 1-877-368-4968

Website: www.ncdot.gov

Location:
1 SOUTH WILMINGTON ST
RALEIGH, NC 27601



STATE OF NORTH CAROLINA

PROFESSIONAL SERVICES AGREEMENT

COUNTY OF CUMBERLAND

THIS AGREEMENT entered into and be effective as of the ____ day of April 2021 by and between the COUNTY OF CUMBERLAND, as Lead Planning Agency for the Fayetteville Area Metropolitan Planning Organization (Sometimes herein referred to as “FAMPO”), a body politic and corporate of the State of North Carolina, referred to herein as “COUNTY”, and Kittelson & Associates, Inc. referred to herein as “CONTRACTOR”.

W I T N E S S E T H:

WHEREAS, the CUMBERLAND COUNTY Planning and Inspections Department (hereafter sometimes referred to as “COUNTY”), is the authorized Lead Planning Agency for FAMPO, and the COUNTY for FAMPO desires to contract with a qualified Firm to provide a FAMPO Multi-Modal Congestion Management Process in support of FAMPO’s Long Range Transportation Planning Process in accordance with a Request for Letters of Interest issued by FAMPO on January 26, 2021;

AND WHEREAS the COUNTY is acting for FAMPO in executing this Agreement, and all designations of the COUNTY herein are actions for FAMPO:

NOW, THEREFORE, the parties agree as follows:

1. **PURPOSE:** The COUNTY agrees to purchase, and the CONTRACTOR agrees to provide the FAMPO Multi-Modal Congestion Management Process for the COUNTY under the terms and conditions set forth therein.
2. **TERM OF AGREEMENT:** The term of this Agreement shall begin in April 2021, and continue through June 2022, unless sooner terminated as provided herein. The COUNTY may terminate this Agreement prior to the expiration of the term if the CONTRACTOR fails or neglects to furnish or perform the necessary services to the reasonable satisfaction of the COUNTY. The CONTRACTOR may terminate this Agreement prior to the expiration of the term with a 30-day prior notice.
3. **SERVICES PROVIDED:** CONTRACTOR shall provide the requirements outlined in ATTACHMENT A. (Scope of services, FAMPO Multi-Modal Congestion Management Process, Dated April 2021)
4. **PAYMENT:** The COUNTY will pay CONTRACTOR for this service as outlined in ATTACHMENT A, up to a maximum of \$199,948.88.
5. **NOTICES:** Any notice required or permitted hereunder shall be deemed served if personally hand-delivered, or mailed certified mail return receipt requested, to:

If to COUNTY:	If to CONTRACTOR:
Deloma Graham FAMPO Interim Executive Director Cumberland County Planning and Inspections Dept 130 Gillespie Street Fayetteville, NC 28301	Bastian Schroeder, PhD, PE Principal Engineer Kittelsohn & Associates, Inc. 272 N. Front Street Wilmington, NC 28401

6. **BENEFIT:** This Agreement shall be binding upon and shall inure to the benefit of the parties, their legal representatives, successors, and assigns, provided that the provisions with respect to assignment and delegation are fully complied with.
7. **ASSIGNMENT:** The CONTRACTOR shall not assign all or any part of its contract rights under this Agreement, or delegate or subcontract any performance hereunder, without first obtaining the COUNTY'S written approval thereof.
8. **COMPLIANCE WITH LAW:** CONTRACTOR will comply with all local, state, and federal laws in carrying out his responsibilities hereunder.
9. **APPLICABLE LAW:** This Agreement shall be governed by the internal laws of the State of North Carolina without regard to the conflict of laws provisions thereof, and the parties mutually agree that the courts of the State of North Carolina shall have exclusive jurisdiction of any claim arising under the terms of this Agreement.
10. **TITLE VI:** Reference Appendix A for guidance.
11. **MODIFICATION:** This Agreement may be modified only by an instrument duly executed by the parties or their respective successors.
12. **INDEPENDENT CONTRACTOR:** CONTRACTOR is an independent CONTRACTOR and not an agent, officer or employee of the COUNTY and shall have no authority to act as an agent of the COUNTY, nor enter any Agreement for or on behalf of the COUNTY. The parties agree that the relationship of CONTRACTOR with the COUNTY is as an "independent contractor", as that term is defined by the law of the State of North Carolina, and that CONTRACTOR is not a "common law employee" of the COUNTY, as that term is defined, and that status is treated by the Internal Revenue Service. CONTRACTOR's sole compensation shall be as outlined in ATTACHMENT A up to the maximum of \$199,948.88. COUNTY shall not be obligated to provide CONTRACTOR any group insurance, health benefits, worker's compensation benefits, unemployment insurance, or retirement benefits. CONTRACTOR shall be responsible for the payment of all Federal, State, and Local taxes, which may be due as a result of this Agreement.
13. **IRAN DIVESTMENT ACT CERTIFICATION.** CONTRACTOR hereby certifies that CONTRACTOR, and all subcontractors, are not on the Iran Final Divestment List ("List") created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.55-69. CONTRACTOR shall not utilize any subcontractor that is identified on the List.

14. **BUDGET LINE:** The total funds expended pursuant to this contract shall not exceed \$199,948.88.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this ____ day of April 2021, as their act and intending to be bound thereby.

ATTEST: _____
Clerk to the Cumberland County
Board of Commissioners

BY: _____
Chair, Cumberland County Board
of Commissioners

CUMBERLAND COUNTY FOR FAMPO

WITNESS:

Approved by:

Rawls Howard, Director
Cumberland County Planning and Inspections
Department

WITNESS:

BY: _____

Bastian Schroeder, PhD, PE
Principal Engineer
Kittelsohn & Associates, Inc.

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

Approved for Legal Sufficiency

BY: _____
County Attorney's Office

BY: _____
County Finance Director

APPENDIX A

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

- (1) **Compliance with Regulations:** The contractor shall comply with the Regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation (hereinafter, "DOT") 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.
- (2) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, age, sex, color, disability, 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.
- (3) **Solicitations for Subcontractors, 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 grounds of race, color, or national origin.
- (4) **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 Fayetteville Area Metropolitan Planning Organization, the North Carolina Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. 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 Fayetteville Area Metropolitan Planning Organization, the North Carolina Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Fayetteville Area Metropolitan Planning Organization and/or the North Carolina 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:
 - (a) withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (b) cancellation, termination or suspension of the contract, in whole or in part.
- (6) **Incorporation of Provisions:** The contractor shall include the provisions of paragraph (1) through (6) 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 Fayetteville Area Metropolitan Planning Organization, North Carolina Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance: 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 Fayetteville Area Metropolitan Planning Organization to enter into such litigation to protect the interests of the Fayetteville Area Metropolitan Planning Organization, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.



ENGINEERING AND INFRASTRUCTURE DEPARTMENT

MEMORANDUM FOR THE AGENDA OF THE APRIL 8, 2021 **AGENDA SESSION**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: JERMAINE WALKER, COUNTY ENGINEER

DATE: 3/30/2021

**SUBJECT: USE AND OCCUPANCY AGREEMENT WITH NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION (NCDOT) FOR THE NORCRESS
SYSTEM**

Requested by: AMY CANNON, COUNTY MANAGER

Presenter(s): JERMAINE WALKER, COUNTY ENGINEER

BACKGROUND

The Public Utilities Department has received a Use and Occupancy Agreement from North Carolina Department of Transportation (NCDOT) for the NORCRESS system. This agreement between the NCDOT and NORCRESS outlines the terms for pre-existing sewer lines to remain within the highway right-of-way. NCDOT is widening I-95 from I-95 Business/US 301 to SR 1001 (Long Branch Road, Exit 71) to eight lanes. This project requires the relocation and adjustment of specific NORCRESS-owned sewer lines located within NCDOT right-of-way. All work will be completed at the expense of NCDOT and in accordance with General Statute 136-27.1. Included with this agreement is a North Carolina Department of Environmental Quality Permit Application requisite for NCDOT to be able to move forward with relocating the sewer lines. Matt Jones with McGill Associates and Amy Hall have been collaborating with NCDOT to review and approve the plans to relocate the sewer lines.

The County Attorney has reviewed the attached Use and Occupancy Agreement.

RECOMMENDATION / PROPOSED ACTION

The Public Utilities Department and County Management recommend that the item be placed on the April 19,

2021 Board of Commissioners agenda and the NORCRESS Water and Sewer District Governing Board agenda as a consent item.

ATTACHMENTS:

Description	Type
Use and Occupancy Agreement	Backup Material
DEQ Sewer Permit Application	Backup Material



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

J. ERIC BOYETTE
SECRETARY

DATE: March 30, 2021

WBS ELEMENT: 47532.3.2
PROJECT: I-5986A, Section 3
COUNTY: Cumberland County
DESCRIPTION: Widen I-95 from I-95 Business/US 301 (Exit 56) to SR 1001 (Long Branch Road, Exit 71) to Eight Lanes

Ms. Amy Hall
Public Utilities Specialist
Public Utilities Department, Cumberland County
113 Gillespie Street, Suite 214
Fayetteville, NC 28301

SUBJECT: Use and Occupancy Agreement (Design Build Projects) – Northern Cumberland Regional Sewer System (NORCRESS)

Greetings Ms. Hall:

The proposed improvements for the I-95 Design Build project has let. The construction of this project will require the relocation and adjustment of certain sewer lines owned by the NORCRESS and located within the limits of the above noted project. As discussed with you previously, the design and relocation will be handled by the NCDOT Design Build Contractor. This work will be done at the expense of the Department of Transportation in accordance with General Statute 136-27.1.

Attached, for your approval are the Plans and Special Provisions showing the sewer relocation work. In accordance with State and Federal Regulations, it will be necessary for the NORCRESS and the Department of Transportation to agree in writing as to the terms of use and occupancy for the sewer lines to remain within the highway right of way. Accordingly, the following conditions will apply with regards to the sewer lines:

- (1) The sewer lines will be located and accommodated in a manner that will not impair the planned highway or the construction or maintenance or interfere with the safe operation.
- (2) NORCRESS will be responsible for maintenance and service of the sewer lines to be retained within the Department of Transportation's right of way limits in accordance with the mandate of the statutes and such other laws, rules, and regulations that have been or may be validly enacted or adopted now or hereafter.
- (3) That upon satisfactory completion of the relocation work, NORCRESS agrees that it shall release the Department of Transportation from any and all claims for damage in

Mailing Address:
NC DEPARTMENT OF TRANSPORTATION
1555 MAIL SERVICE CENTER
RALEIGH, NC 27699-1555

Telephone: (919) 707-6690
Fax: (919) 250-4151
Customer Service: 1-877-368-4968

Website: www.ncdot.gov

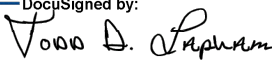
Location:
1000 BIRCH RIDGE DRIVE
RALEIGH, NC 27610

connection with the relocation made to the sewer lines, and further, that it shall release the Department of Transportation of any further responsibility for the cost of maintenance to the sewer lines. This release shall be deemed to be given by the NORCRESS upon completion of construction of the project and its acceptance by the Department of Transportation from the Design Build Contractor unless the NORCRESS notifies the Department of Transportation in writing to the contrary prior to the Department's acceptance of the project.

(4) The Department's Special Provisions binds the contractor to guarantee materials and workmanship against latent and patent defects arising from faulty materials, faulty workmanship or negligence for a period of twelve months following the date of final acceptance of the work for maintenance and shall replace such defective materials and workmanship without cost to the Department. The highway contractor will not be responsible for damage due to faulty design, normal wear and tear, for negligence on the part of the Department, and/or for use in excess of the design. Where items of material carry a manufacturer's guarantee for any period in excess of twelve months, then the manufacturer's guarantee shall apply for that particular piece of material. Appropriate provisions of the payment and/or performance bonds shall cover this guarantee for the project. Should any failure result from the conditions found in line item (4) the Department would then enter into a Contract with the NORCRESS for reimbursement to be made to NORCRESS for necessary repairs performed by the NORCRESS and/or its contractor. The Utility Relocation Agreement would be issued by the NCDOT Utilities Unit and the repairs would be coordinated between the NORCRESS and the Departments assigned Resident Engineer.

Please indicate your concurrence in these conditions and attached plans by signing in the appropriate space provided below and return to Donna Jackson at Mott MacDonald, 7621 Purfoy Road, Suite 115, Fuquay Varina 27526 no later than April 30, 2021. If our office has not received this agreement by the due date, the highway project may be delayed by the Department of Transportation.

Sincerely,

DocuSigned by:

6082FF96FCAC434...

Design Build Utility Engineer

Attachment

Approved and Accepted For:

BY: _____
_____ TITLE

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for

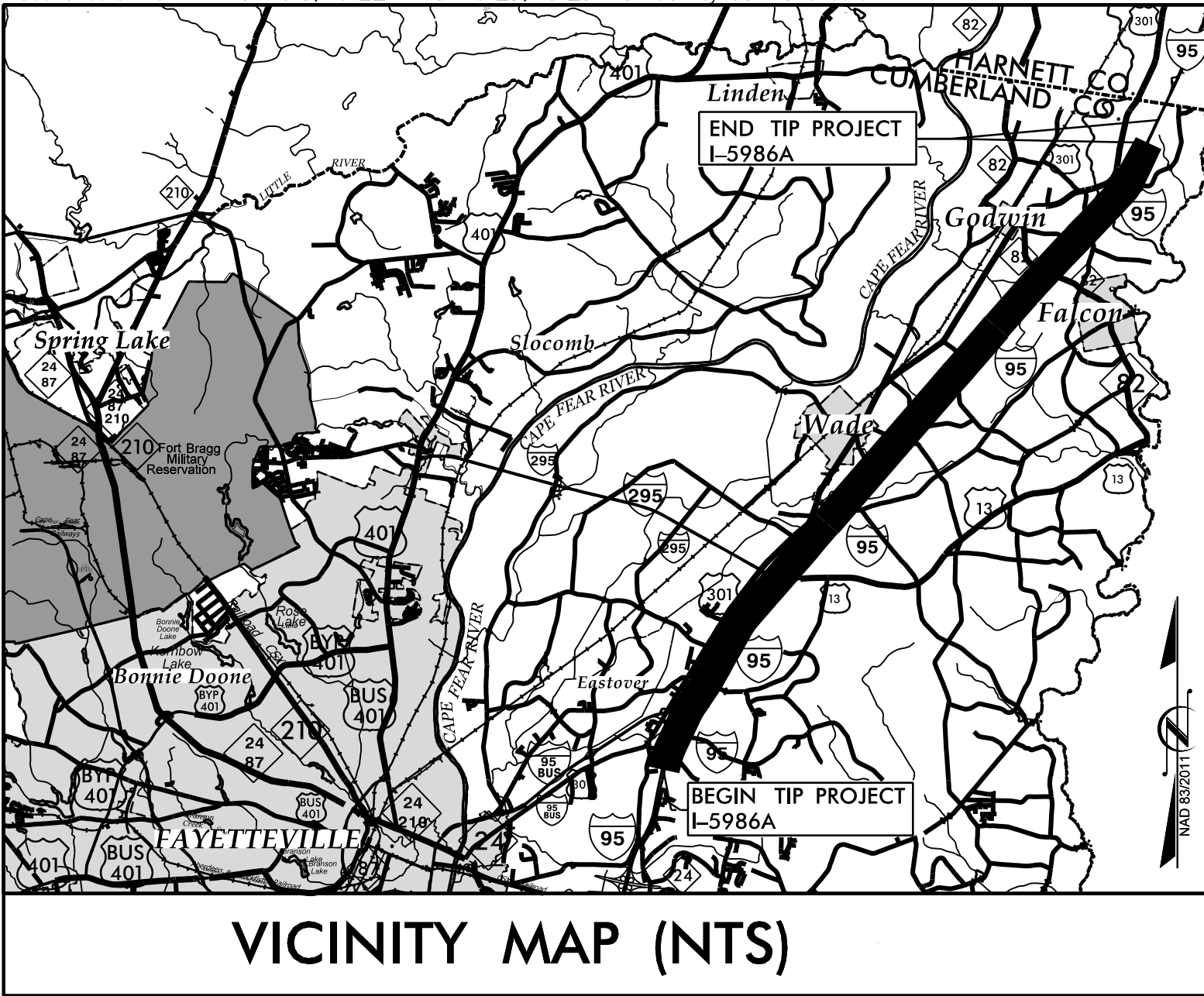
your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

09.08/19
3/25/2021
R:\Utilities\Engineering\UC\Proj\Sec. 3 Plan Sheets\I-5986A\UC.TSH - Agreement.dgn
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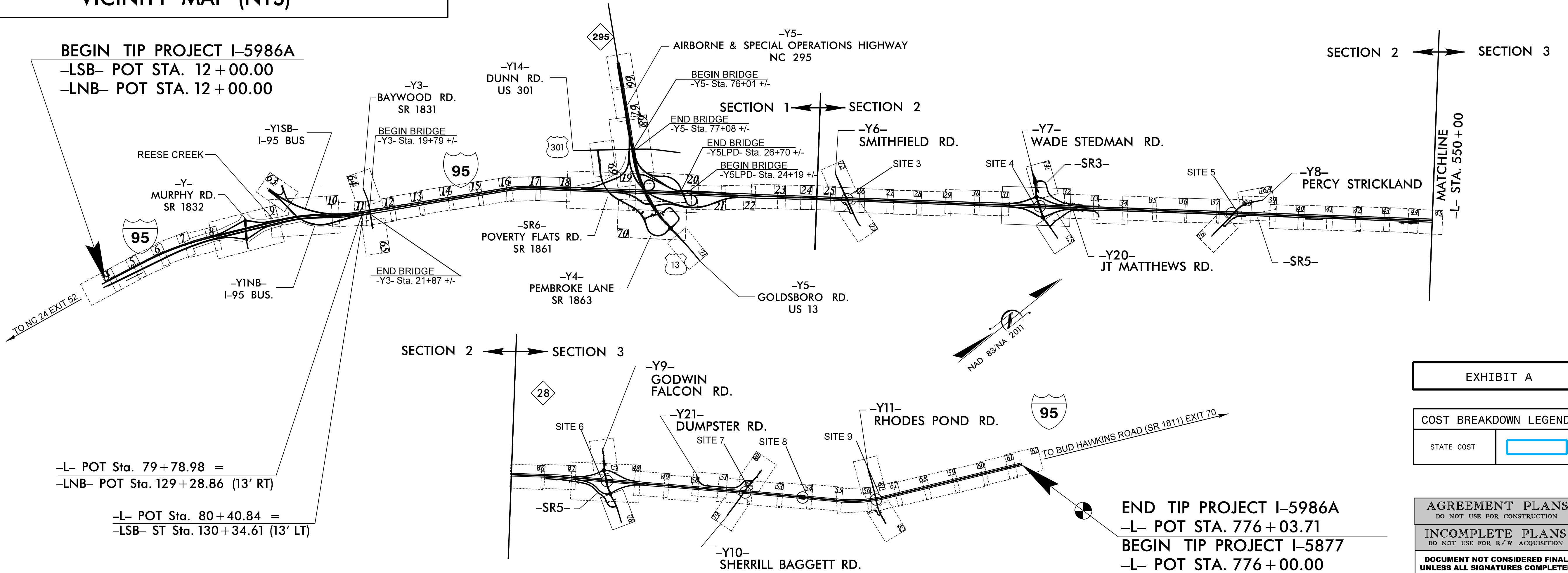
TIP PROJECT: I-5986A

CONTRACT: C204283

See Sheet 1A For Index of Sheets
See Sheet 1B For Conventional Symbols
See Sheets 1C-1 Thru 1C-8, 1C-22 Thru 1C-25, 1C-28 For Survey Control Sheets

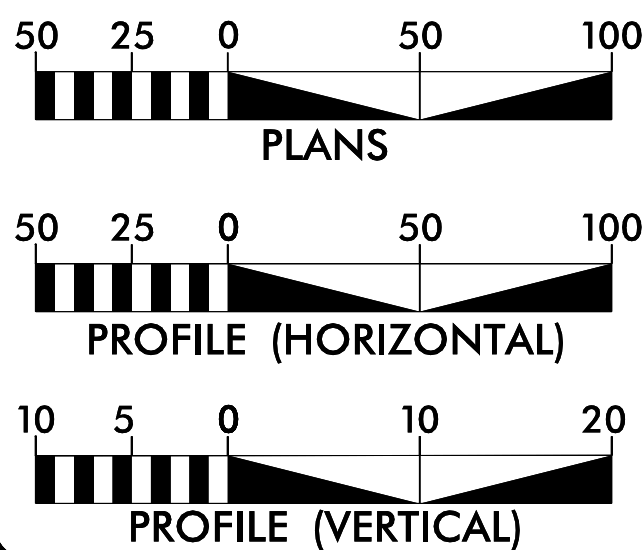


BEGIN TIP PROJECT I-5986A
-LSB- POT STA. 12+00.00
-LNB- POT STA. 12+00.00



-L- POT Sta. 79+78.98 =
-LNB- POT Sta. 129+28.86 (13' RT)
-L- POT Sta. 80+40.84 =
-LSB- ST Sta. 130+34.61 (13' LT)

GRAPHIC SCALES



UTILITY OWNERS

NORTHERN CUMBERLAND REGIONAL
SEWER SYSTEM
DISTRICT (NORCRESS): SEWER

INDEX OF SHEETS

SHEET NO.:

UC-1
UC-2
UC-3
UC-3A
UC-32,74,75,78
UC-85,86

DESCRIPTION:

TITLE SHEET
UTILITY SYMBOLOGY
NOTES
DETAIL SHEET
UTILITY CONSTRUCTION
SHEETS
PROFILE SHEETS

PLANS PREPARED BY:

RK&K
RUMMEL, KLEPPER & KAHL, LLP
8601 SIX FORKS ROAD, SUITE 700
RALEIGH, NORTH CAROLINA 27615-3960
NC LICENSE NO. F-0112

FOR NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION
2018 STANDARD SPECIFICATIONS



Michael T. Merritt, P.E.
PROJECT ENGINEER

Anthony A. Houser, P.E.
PROJECT DESIGN ENGINEER

LETTING DATE:
AUGUST 20, 2019

UTILITY ENGINEER

SIGNATURE: P.E.



STATE OF NORTH CAROLINA
DIVISION OF HIGHWAYS

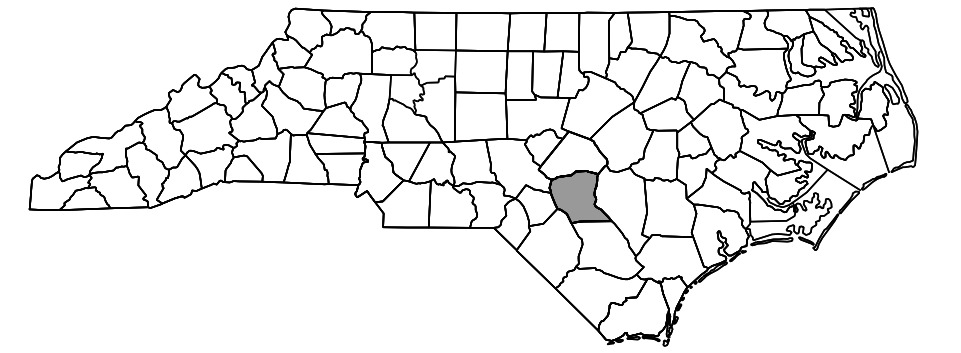
CUMBERLAND COUNTY

LOCATION: I-95 WIDENING FROM SOUTH OF SR 1832
(MURPHY ROAD- EXIT 55) TO SOUTH OF SR 1811
(BUD HAWKINS ROAD-EXIT 70)

TYPE OF WORK: SEC 2 AND SEC 3 AGREEMENT PLANS FOR NORCRESS

INDICATES SHEETS WITH
NO SEWER CONFLICTS

STATE	STATE PROJECT REFERENCE NO.	SHEET NO.	TOTAL SHEETS
N.C.	I-5986A	UC-1	10
STATE PROJ. NO.	F.A. PROJ. NO.	DESCRIPTION	
47532.3.2	NHP-0095(057)		



SECTION 2 SECTION 3

EXHIBIT A

COST BREAKDOWN LEGEND

STATE COST

AGREEMENT PLANS
DO NOT USE FOR CONSTRUCTION

INCOMPLETE PLANS
DO NOT USE FOR R/W ACQUISITION

DOCUMENT NOT CONSIDERED FINAL
UNLESS ALL SIGNATURES COMPLETED

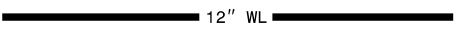

























END TIP PROJECT I-5986A
-L- POT STA. 776+03.71
BEGIN TIP PROJECT I-5877
-L- POT STA. 776+00.00

STATE OF NORTH CAROLINA
DIVISION OF HIGHWAYS

PROJECT REFERENCE NO.	SHEET NO.
I-5986A	UC-2

UTILITIES PLAN SHEET SYMBOLS





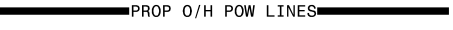
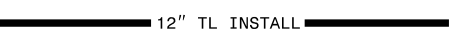


PROPOSED WATER SYMBOLS








Water Line (Sized as Shown)	
11¼ Degree Bend	
22½ Degree Bend	
45 Degree Bend	
90 Degree Bend	
Plug	
Tee	
Cross	
Reducer	
Gate Valve	
Butterfly Valve	
Tapping Valve	
Line Stop	
Line Stop with Bypass	
Blow Off	
Fire Hydrant	
Relocate Fire Hydrant	
Remove Fire Hydrant	
Water Meter	
Relocate Water Meter	
Remove Water Meter	
Water Pump Station	
RPZ Backflow Preventer	
DCV Backflow Preventer	
Relocate RPZ Backflow Preventer	
Relocate DCV Backflow Preventer	

PROPOSED SEWER SYMBOLS

Gravity Sewer Line (Sized as Shown)	
Force Main Sewer Line (Sized as Shown)	
Manhole (Sized per Note)	
Sewer Pump Station	

PROPOSED MISCELLANEOUS UTILITIES SYMBOLS





















Power Pole	
Telephone Pole	
Joint Use Pole	
Telephone Pedestal	
Utility Line by Others (Type as Shown)	
Trenchless Installation	
Encasement by Open Cut	
Encasement	

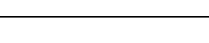
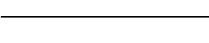
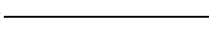
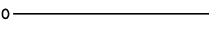
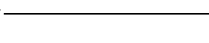


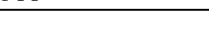
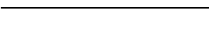
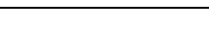
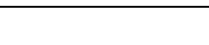

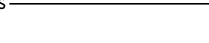
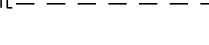





Thrust Block	
Air Release Valve	
Utility Vault	
Concrete Pier	
Steel Pier	
Plan Note	
Pay Item Note	

NOTE

PAY ITEM

EXISTING UTILITIES SYMBOLS

Power Pole	
Telephone Pole	
Joint Use Pole	
Utility Pole	
Utility Pole with Base	
H-Frame Pole	
Power Transmission Line Tower	
Water Manhole	
Power Manhole	
Telephone Manhole	
Sanitary Sewer Manhole	
Hand Hole for Cable	
Power Transformer	
Telephone Pedestal	
CATV Pedestal	
Gas Valve	
Gas Meter	
Located Miscellaneous Utility Object	
Abandoned According to Utility Records	
End of Information	

*Underground Power Line	
*Underground Telephone Cable	
*Underground Telephone Conduit	
*Underground Fiber Optics Telephone Cable	
*Underground TV Cable	
*Underground Fiber Optics TV Cable	
*Underground Gas Pipeline	
Aboveground Gas Pipeline	
*Underground Water Line	
Aboveground Water Line	
*Underground Gravity Sanitary Sewer Line	
Aboveground Gravity Sanitary Sewer Line	
*Underground SS Forced Main Line	
Underground Unknown Utility Line	
SUE Test Hole	
Water Meter	
Water Valve	
Fire Hydrant	
Sanitary Sewer Cleanout	

*For Existing Utilities	
Utility Line Drawn from Record (Type as Shown)	
Designated Utility Line (Type as Shown)	

PROJECT REFERENCE NO.	SHEET NO.
I-5986A/I-5877	UC-3
<div>INCOMPLETE PLANS DO NOT USE FOR R/W ACQUISITION</div> <div>AGREEMENT PLANS DO NOT USE FOR CONSTRUCTION</div>	
DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED	

GENERAL NOTES:

1. THE PROPOSED UTILITY CONSTRUCTION SHALL MEET THE APPLICABLE REQUIREMENTS OF THE NC DEPARTMENT OF TRANSPORTATION'S "STANDARD SPECIFICATIONS FOR ROADS AND STRUCTURES" DATED JANUARY 2018 AND AS NOTED HEREIN.

2. THE SANITARY SEWER FACILITIES ARE OWNED BY NORCRESS. THE WATER FACILITIES ARE OWNED BY HARNETT COUNTY AND TOWN OF FALCON. HARNETT COUNTY CONTACT PERSON IS SHANE CUMMINGS, PHONE NUMBER 910-893-7575. TOWN OF FALCON CONTACT PERSON IS CLIFTON TURPIN JR., PHONE NUMBER 910-850-5838. NORTHERN CUMBERLAND REGIONAL SEWER SYSTEM DISTRICT (NORCRESS) CONTACT PERSON IS AMY HALL, PHONE NUMBER 910-678-7637.

3. ALL WATER LINES TO BE INSTALLED WITHIN COMPLIANCE OF THE RULES AND REGULATIONS OF THE NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY, DIVISION OF WATER RESOURCES, PUBLIC WATER SUPPLY SECTION, AND NORCRESS (PWC) SPECIFICATIONS AND DESIGN STANDARDS. ALL SEWER LINES TO BE INSTALLED WITHIN COMPLIANCE OF THE RULES AND REGULATIONS OF THE NORTH CAROLINA DEPARTMENT OF ENVIRONMENT QUALITY, DIVISION OF WATER RESOURCES, WATER QUALITY SECTION AND NORCRESS SPECIFICATIONS AND DESIGN STANDARDS. PERFORM ALL WORK IN ACCORDANCE WITH THE APPLICABLE PLUMBING CODES.

4. THE UTILITY OWNER OWNS THE EXISTING UTILITY FACILITIES AND WILL OWN THE NEW UTILITY FACILITIES AFTER ACCEPTANCE BY THE DEPARTMENT AND OWNERS. THE DEPARTMENT OWNS THE CONSTRUCTION CONTRACT AND HAS ADMINISTRATIVE AUTHORITY. COMMUNICATIONS AND DECISIONS BETWEEN THE CONTRACTOR AND UTILITY OWNER ARE NOT BINDING UPON THE DEPARTMENT OR THIS CONTRACT UNLESS AUTHORIZED BY THE ENGINEER. AGREEMENTS BETWEEN THE UTILITY OWNER AND CONTRACTOR FOR THE WORK THAT IS NOT PART OF THIS CONTRACT OR IS SECONDARY TO THIS CONTRACT ARE ALLOWED, BUT ARE NOT BINDING UPON THE DEPARTMENT.

5. PROVIDE ACCESS FOR THE DEPARTMENT PERSONNEL AND THE OWNER'S REPRESENTATIVES TO ALL PHASES OF CONSTRUCTION. NOTIFY DEPARTMENT PERSONNEL AND THE UTILITY OWNER TWO WEEKS PRIOR TO COMMENCEMENT OF ANY WORK AND ONE WEEK PRIOR TO SERVICE INTERRUPTION. KEEP UTILITY OWNERS' REPRESENTATIVES INFORMED OF WORK PROGRESS AND PROVIDE OPPORTUNITY FOR INSPECTION OF CONSTRUCTION AND TESTING.

6. THE PLANS DEPICT THE BEST AVAILABLE INFORMATION FOR THE LOCATION, SIZE, AND TYPE OF MATERIAL FOR ALL EXISTING UTILITIES. CONTRACTOR SHALL PERFORM INVESTIGATIONS FOR DETERMINING THE EXACT LOCATION, SIZE, AND TYPE MATERIAL OF THE EXISTING FACILITIES AS NECESSARY FOR THE CONSTRUCTION OF THE PROPOSED UTILITIES AND FOR AVOIDING DAMAGE TO EXISTING FACILITIES. REPAIR ANY DAMAGE INCURRED TO EXISTING FACILITIES TO THE ORIGINAL OR BETTER CONDITION AT NO ADDITIONAL COST TO THE DEPARTMENT.

7. CONTRACTOR SHALL PERFORM FINAL CONNECTIONS OF THE NEW WORK TO THE EXISTING SYSTEM WHERE INDICATED ON THE PLANS, AS REQUIRED TO FIT THE ACTUAL CONDITIONS, OR AS DIRECTED.

8. CONTRACTOR SHALL PERFORM CONNECTIONS BETWEEN EXISTING AND PROPOSED UTILITIES AT TIMES MOST CONVENIENT TO THE PUBLIC, WITHOUT ENDANGERING THE UTILITY SERVICE, AND IN ACCORDANCE WITH THE UTILITY OWNER'S REQUIREMENTS. CONTRACTOR SHALL PERFORM CONNECTIONS ON WEEKENDS, AT NIGHT, AND ON HOLIDAYS IF NECESSARY.

9. ALL UTILITY MATERIALS SHALL BE APPROVED PRIOR TO DELIVERY TO THE PROJECT. SEE 1500-7, " SUBMITTALS AND RECORDS" IN SECTION 1500 OF THE STANDARD SPECIFICATIONS.



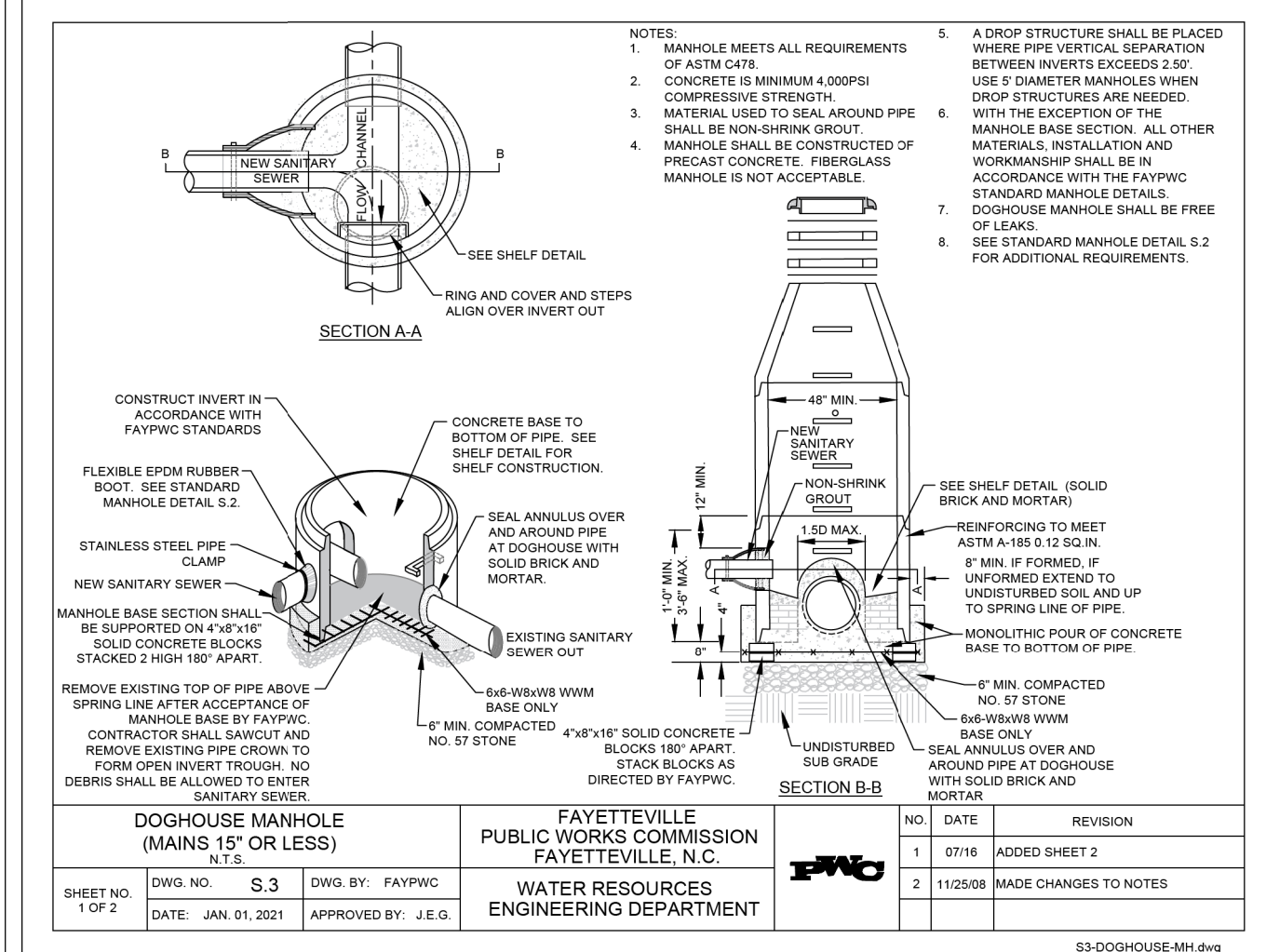
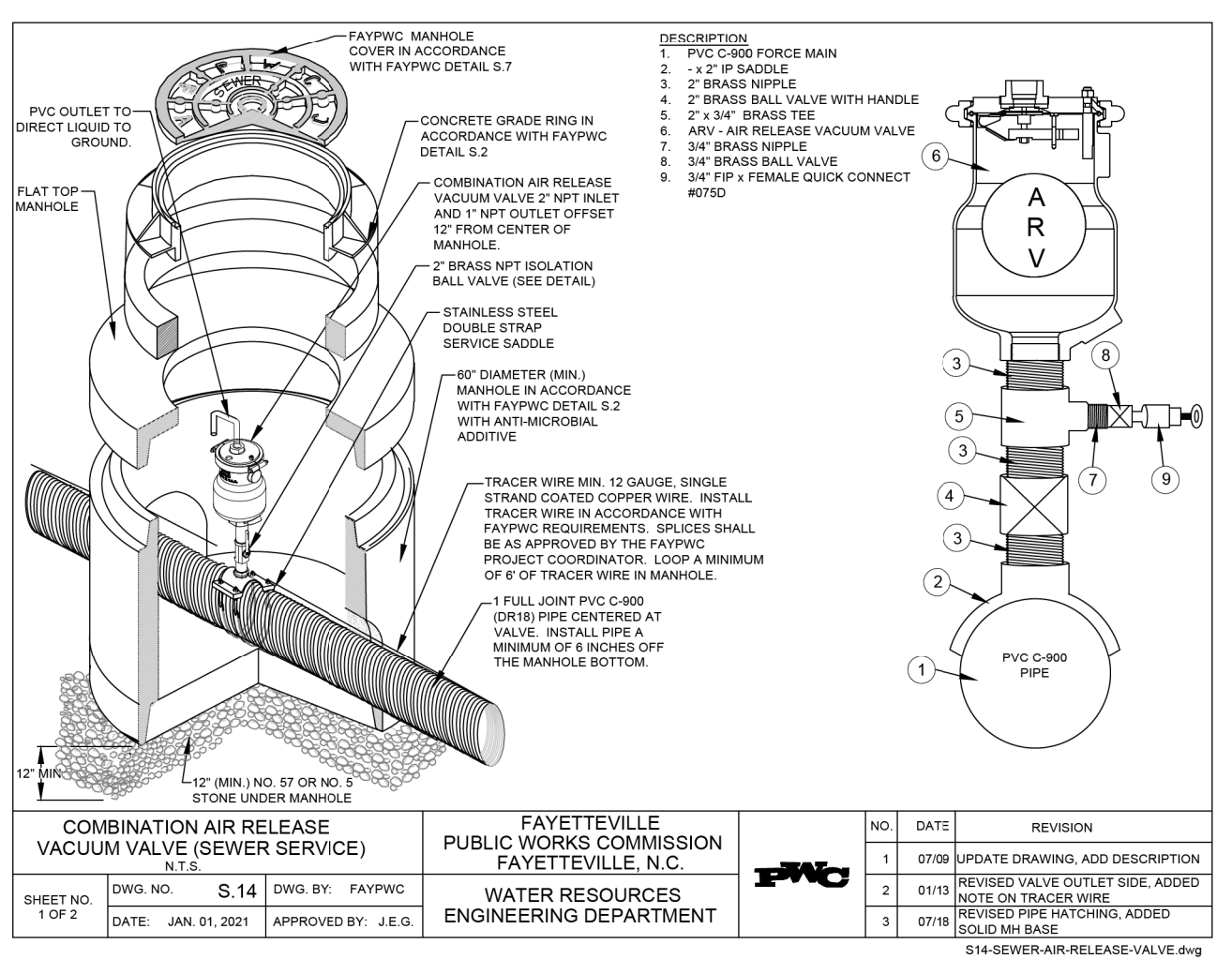
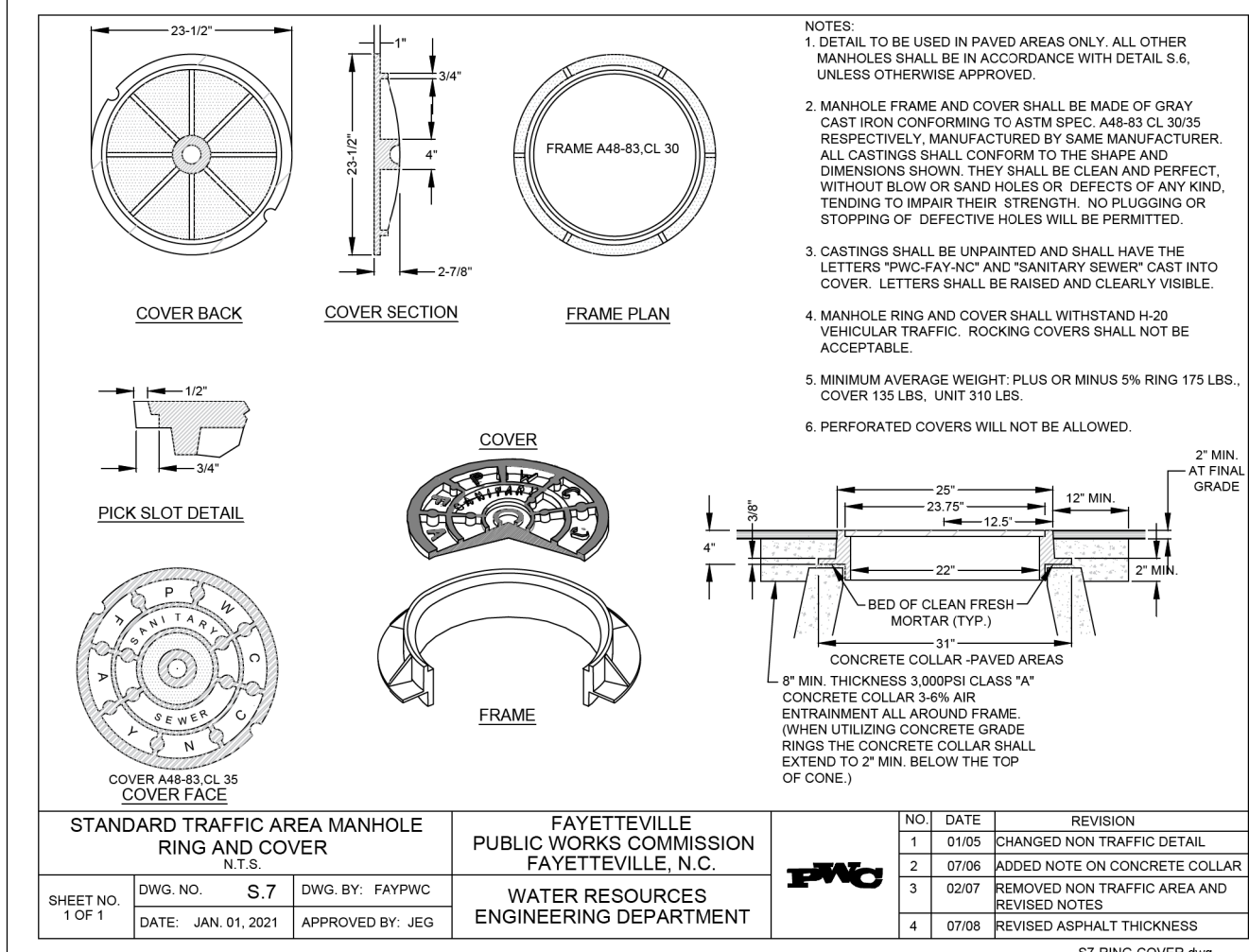
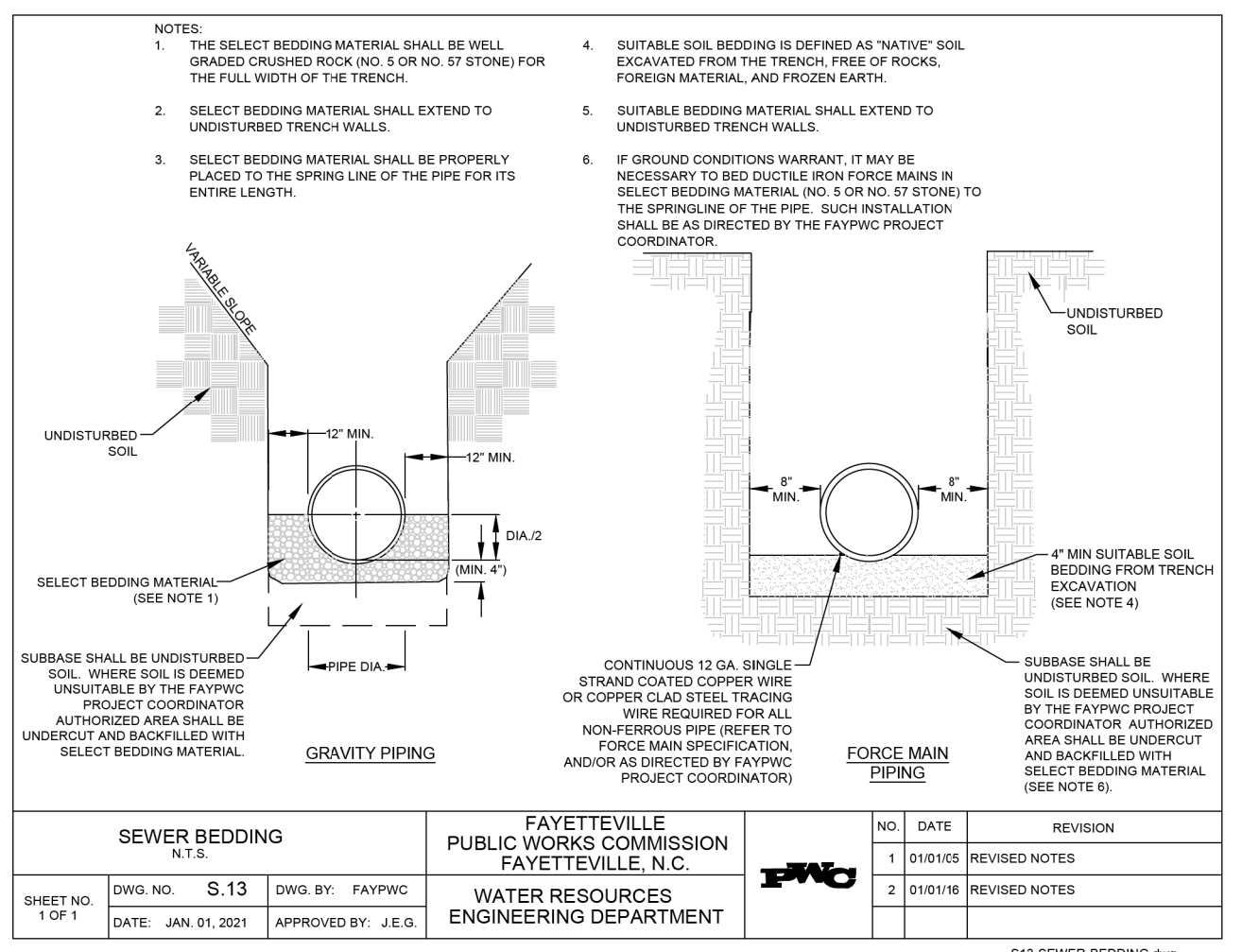
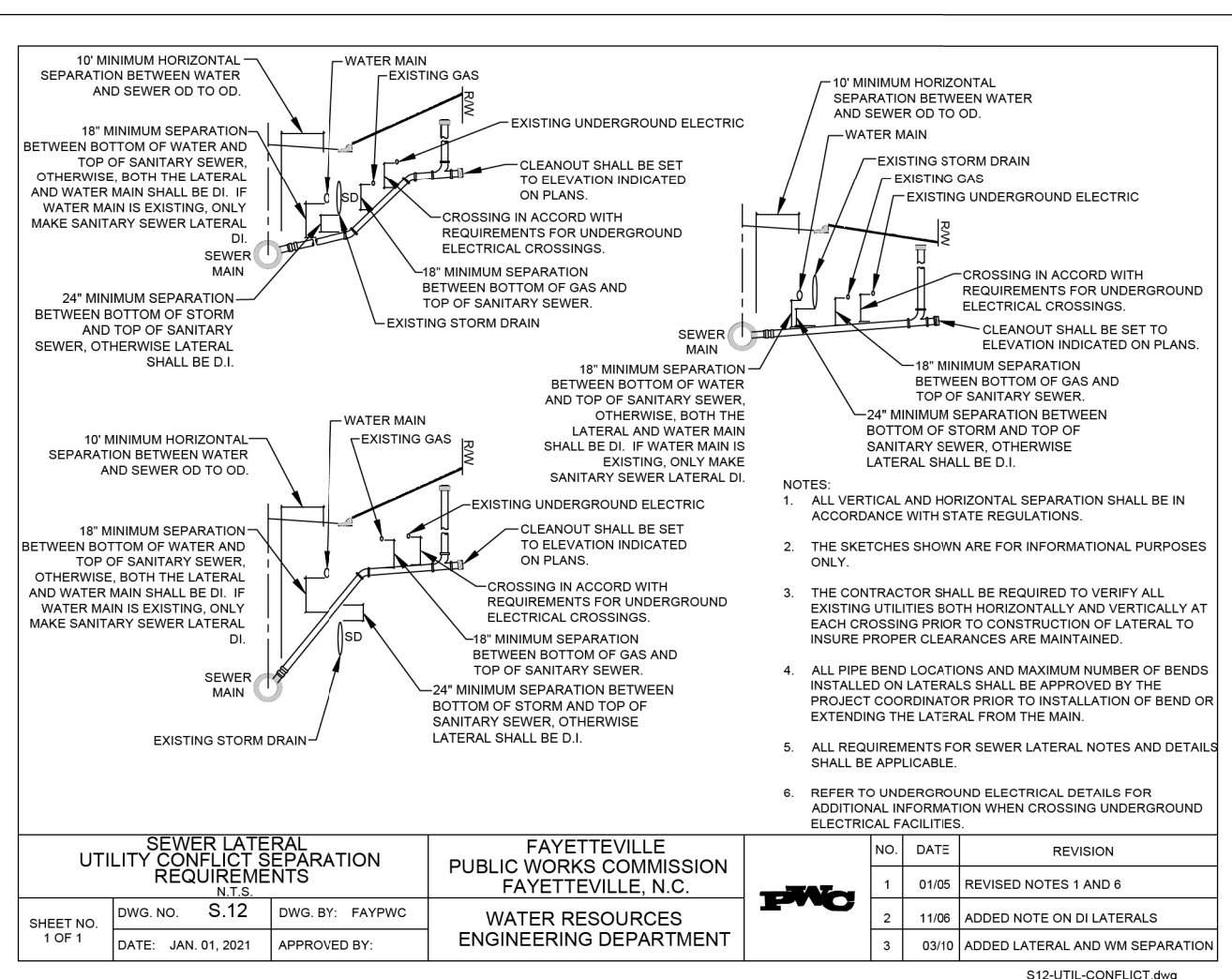
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PROJECT REFERENCE NO.	SHEET NO.
1-5986A	UC-3A
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UTILITY OWNERS THIS SHEET:
1. NORCRESS - 8" FORCE MAIN SEWER

PROJECT REFERENCE NO.	SHEET NO.
1-5986A	UC-32
R/W SHEET NO.	

<p>INCOMPLETE PLANS DO NOT USE FOR R/W ACQUISITION</p> <p>AGREEMENT PLANS DO NOT USE FOR CONSTRUCTION</p>

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78
79
LINE -SR3- STA. 29+50.00
SEE SHEET UC-33

CHLINE -L- STA. 390+00.00
SEE SHEET UC-33

MATCHLINE
STA. 20+00.00
T-UC-33

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UTILITY OWNERS THIS SHEET:
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PROJECT REFERENCE NO.	SHEET NO.
1-5986A	UC-74
RW SHEET NO.	

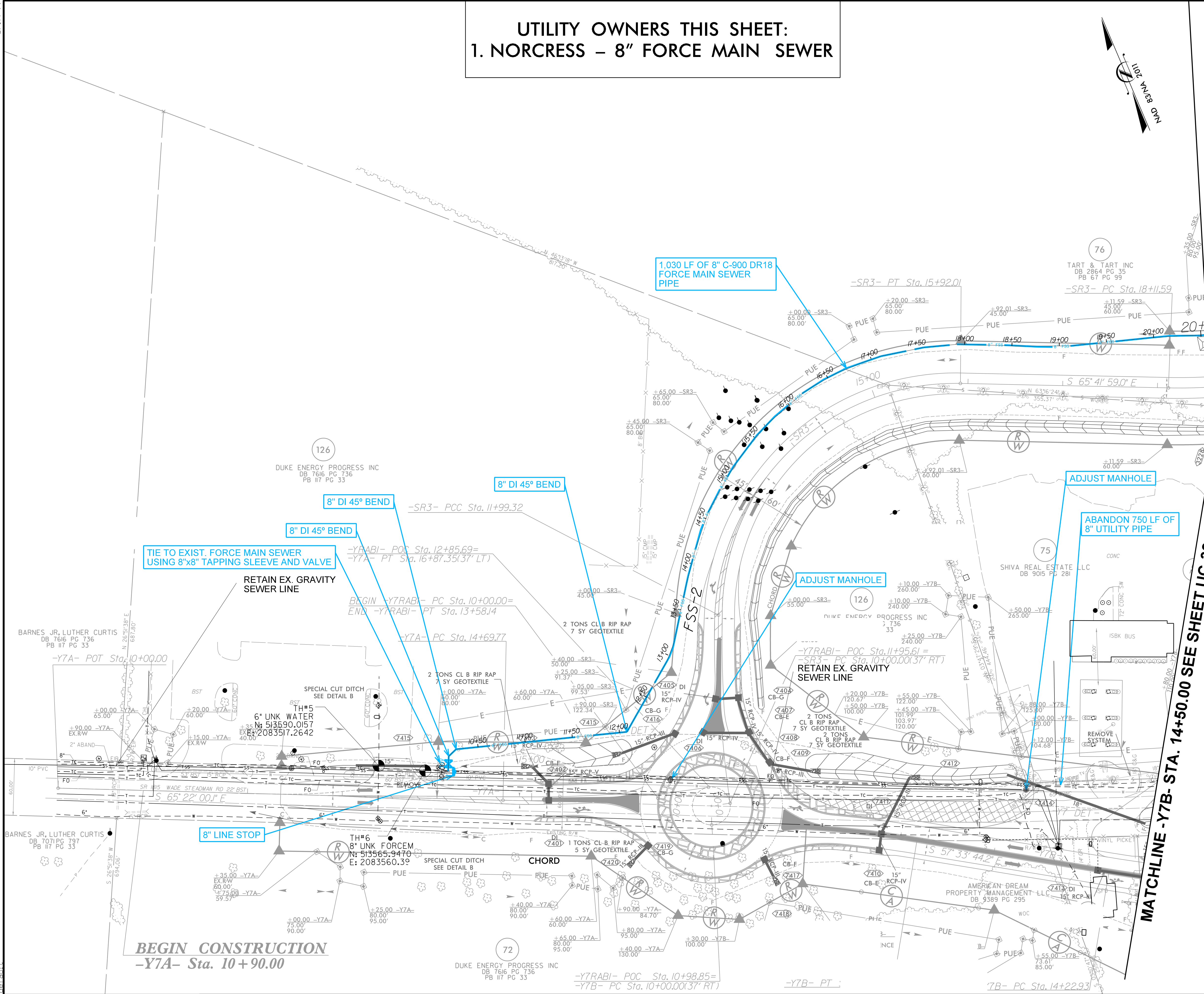
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AGREEMENT PLANS
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MATCHLINE -SR3-
STA.18+50.00 SEE SHEET UC-32

MATCHLINE -Y7B- STA. 14+50.00 SEE SHEET UC-32



BEGIN CONSTRUCTION
-Y7A- Sta. 10+90.00

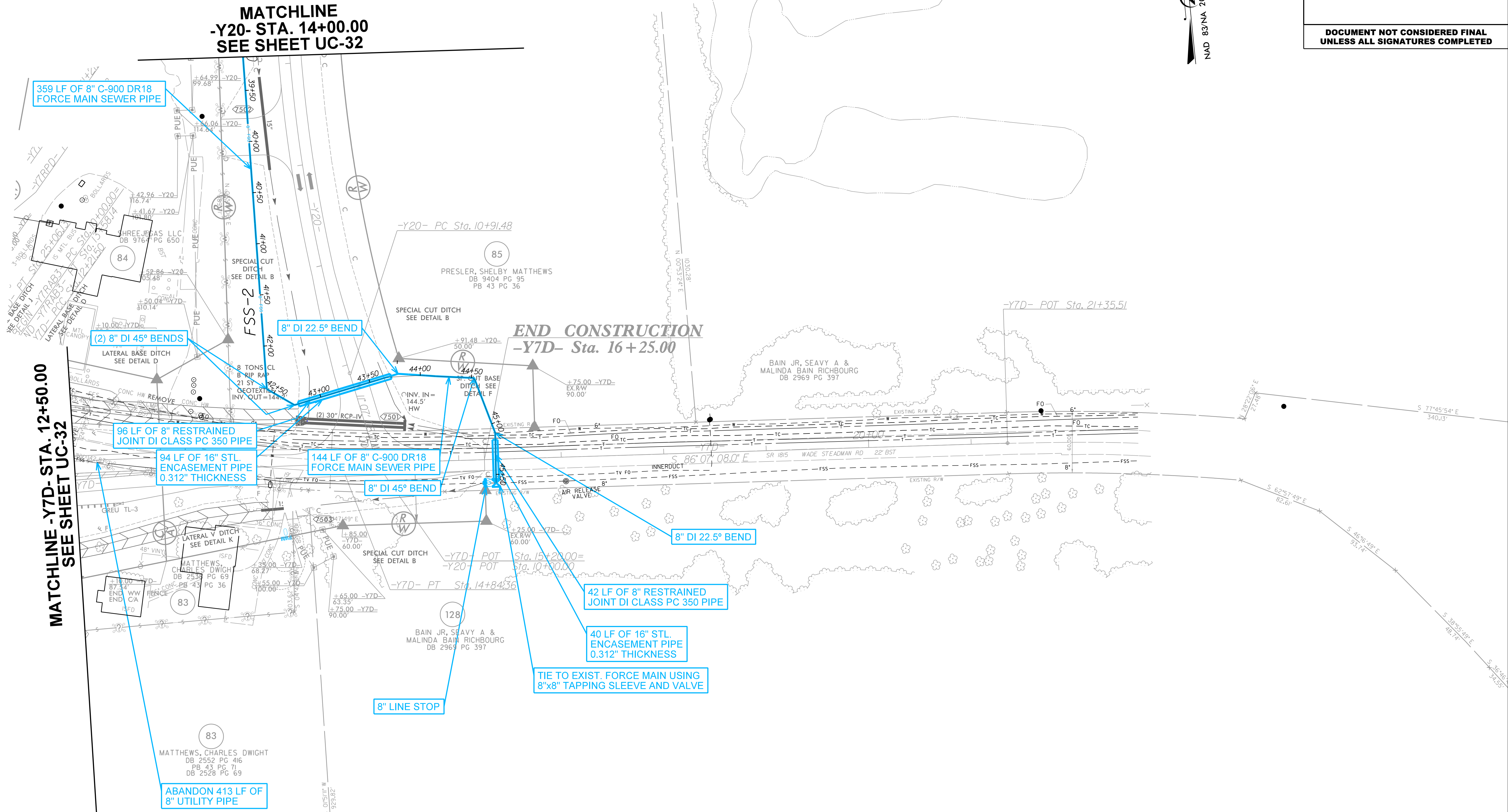
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UTILITY OWNERS THIS SHEET:
1. NORCRESS - 8" FORCE MAIN SEWER

PROJECT REFERENCE NO.	SHEET NO.
I-5986A	UC-75
RW SHEET NO.	
INCOMPLETE PLANS DO NOT USE FOR R/W ACQUISITION	
AGREEMENT PLANS DO NOT USE FOR CONSTRUCTION	
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UTILITY OWNERS THIS SHEET:
1. NORCRESS - 10" GRAVITY SANITARY SEWER

PROJECT REFERENCE NO. SHEET NO.

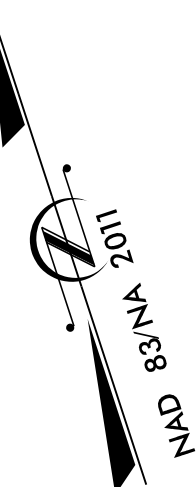
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RW SHEET NO.

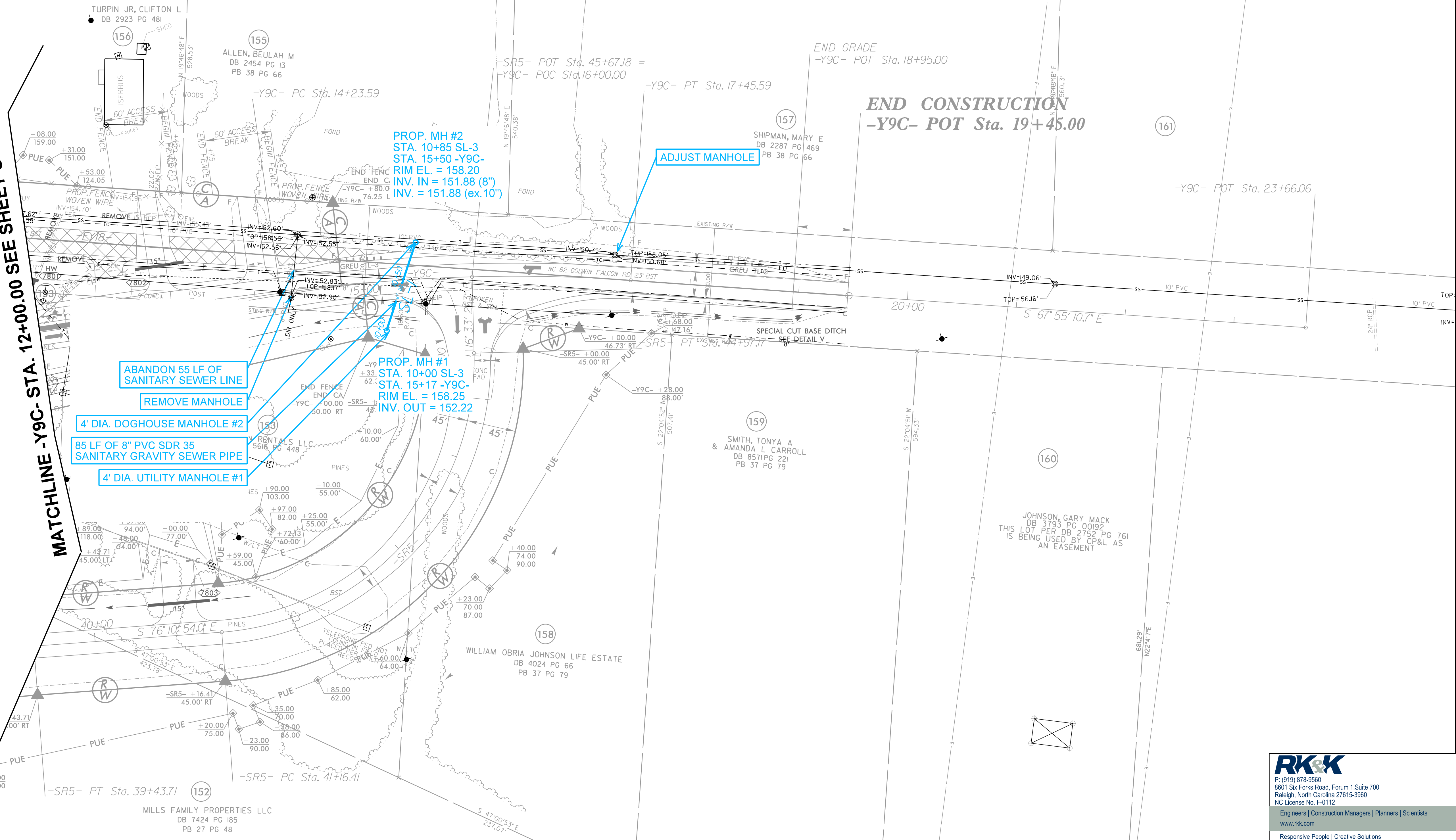
INCOMPLETE PLANS
DO NOT USE FOR R/W ACQUISITION

AGREEMENT PLANS
DO NOT USE FOR CONSTRUCTION

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MATCHLINE -Y9C- STA. 12+00.00 SEE SHEET UC-48



END CONSTRUCTION
-Y9C- POT Sta. 19+45.00

-Y9C- POT Sta. 23+66.06

(161)

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(158)

(159)

(153)

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(156)

(152)

MILLS FAMILY PROPERTIES LLC
DB 7424 PG 185
PB 27 PG 48

WILLIAM OBRIA JOHNSON LIFE ESTATE
DB 4024 PG 66
PB 37 PG 79

SMITH, TONYA A
& AMANDA L CARROLL
DB 8571 PG 221
PB 37 PG 79

JOHNSON, GARY MACK
DB 3793 PG 00192
THIS LOT PER DB 2752 PG 761
IS BEING USED BY CP&L AS
AN EASEMENT

RK&K

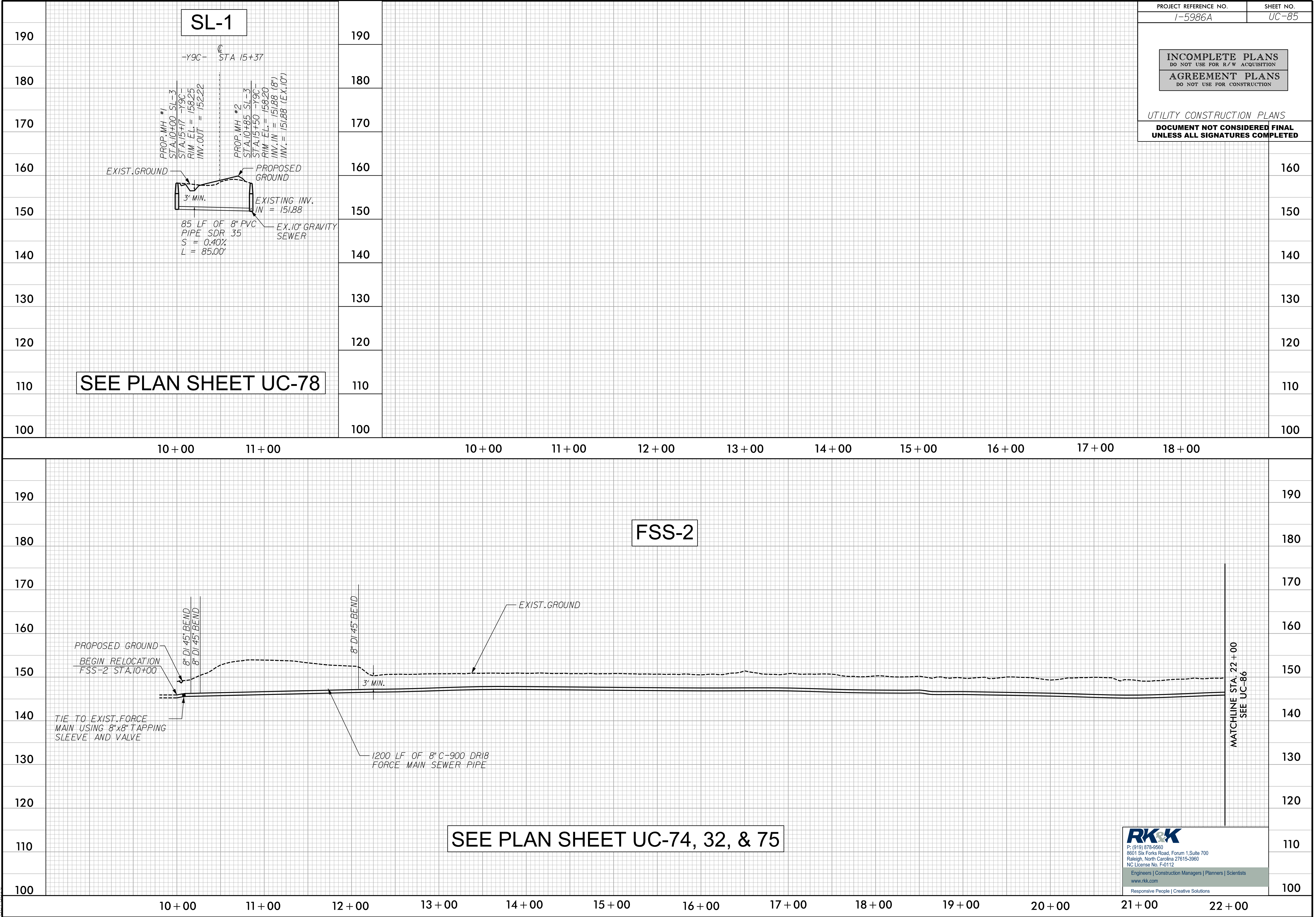
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FSS-2

190

180

170

160

150

140

130

120

110

100

10+00

11+00

12+00

13+00

14+00

15+00

16+00

17+00

18+00

19+00

20+00

21+00

22+00

EXIST. GROUND

PROPOSED GROUND

3' MIN.

1200 LF OF 8" C-900 DRI8 FORCE MAIN SEWER PIPE

8" DI 45° BEND

8" DI 45° BEND

8" DI 45° BEND

TIE TO EXIST. FORCE MAIN USING 8"x8" TAPPING SLEEVE AND VALVE

BEGIN RELOCATION FSS-2 STA. 10+00

MATCHLINE STA. 22+00 SEE UC-86

SEE PLAN SHEET UC-74, 32, & 75

PROJECT SPECIAL PROVISIONS

NORCRESS

Utility Construction Sec 2 & 3

3/23/2021

RK&K
8601 Six Forks Road
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Raleigh, NC 27615

Exhibit C

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--

The proposed utility construction shall meet the NCDOT 2018 “Standard Specifications for Roads and Structures” and Northern Cumberland Regional Sewer System District (NORCRESS) which follows the Fayetteville Public Works Commission (PWC) “Standard Specifications latest revision” with amendments noted below.

Contractor shall coordinate closely with NCDOT and Utility owners during installation of water and sanitary sewer lines for any necessary shut downs or by-pass pumping.

The locations, sizes, and type material of the existing utilities shown on the plans are from the best available information. The contractor will be responsible for determining the exact location, size, and type of material of the existing facilities necessary for the construction of the proposed utilities and to avoid damage to existing facilities. All water and sanitary sewer services disturbed during construction shall be reconnected, even if not shown on the plans.

Revise the 2018 Standard Specifications as follows:

Page 10-57, Sub-article 1034-4(A), Gravity Flow Sewer Pipe, second paragraph

Add the following paragraph:

The interior of pipe and fittings shall be coated with ceramic epoxy to produce a minimum dry film thickness of 40 mils.

Page 10-57, Sub-article 1034-4(B), Force Main Sewer Pipe, second paragraph

Replace the paragraph with:

Use ductile iron pipe fittings and specials conforming to ANSI/AWWA C110/A21.10. The interior of pipe and fittings shall be coated with ceramic epoxy to produce a minimum dry film thickness of 40 mils.

Page 15-1, Sub-article 1500-2 Cooperation with the Utility Owner, paragraph 2:
add the following sentences:

The sanitary sewer facilities are owned by Northern Cumberland Regional Sewer System District (NORCRESS) contact person is Amy Hall, phone number 910-678-7637. The contractor shall provide access for the owner's representatives to all phases of construction. The owner shall also be notified two (2) weeks prior to commencement of any work and one (1) week prior to service interruption.

Page 15-2, Sub-article 1500-9 Placing Pipelines into Service
add the following sentence:

Obtain approval from the NCDEQ and NORCRESS prior to placing a new line into service. A representative from NORCRESS will witness all tests performed on their sanitary sewer facilities.

Page 15-4, Sub-article 1505-3(E), Thrust Restraint, third paragraph
Replace the paragraph with:

Use joint restraint methods, such as integral restraining bells and spigots, restraining retainer glands, or restraining gaskets. Use factory restraint for all pipes larger than 12". Use concrete reaction backing and thrust collars only where joint restraint is impractical with the approval of the Engineer.

Page 15-4, Sub-article 1505-3(E), Thrust Restraint
add the following:

Use at least the minimum length of restraint from this table in each direction of thrust in linear feet.

Size of Pipe (Inches)	Valves, Tees & Dead Ends	45° Bends	22.5° Bends
6	55 Feet	13 Feet	7 Feet
8	72 Feet	17 Feet	8 Feet

Page 15-8, sub-article 1515-3(E) Line Stops,
Add the following sentence:

Do not use line stops without the authorization of the Engineer and the owner.

Page 15-10, Sub-article 1520-2 Materials:

Add the following sentences:

Ductile iron pipe for sanitary sewer will be lined with 40 mils of Protecto 401 Ceramic Epoxy. All bells and spigots for sanitary sewer pipe must be lined with a minimum of 8 mils of Protecto 401 Joint Compound or approved equal. The exterior of all pipe shall be coated with a bituminous coating.

Page 15-11, Sub-article 1520-3(A)(2) Testing, line 5,

replace the second paragraph with the following:

Test all 24" and smaller gravity sewer lines for leakage using infiltration, exfiltration, or air test. Perform visual inspection on gravity sewer lines larger than 24". Perform line and grade testing and deflection testing on all gravity sewer lines.

Page 15-11, Sub-article 1520-3(A)(2)(c) Air Test,

Replace Table 1520-1 with:

AIR TEST TIME			
Pipe Dia (in)	Minimum time (minutes)	Length for Min Time (ft)	Time for Longer Length (sec)
4	3:46	597	0.380L
6	5:40	398	0.854L
8	7:34	298	1.520L
10	9:26	239	2.374L
12	11:20	199	3.418L
15	14:10	159	5.342L
18	17:00	133	7.692L
21	19:50	114	10.470L
24	22:40	99	13.674L
27	25:30	88	17.306L
30	28:20	80	21.366L
33	31:10	72	25.852L
36	34:00	66	30.768L

Page 15-14, Article 1525-3 Construction Methods,

Replace the second paragraph with:

The invert channel shall be constructed of brick and mortar, in accordance with the manhole details in the plans. Precast inverts are not allowed. The invert channel shall be smooth and semicircular in shape conforming to the inside of the connecting sewer section. Changes in direction of flow shall be made with a smooth curve as large as a radius as the size of the manhole will permit without a decrease in flow velocity. Changes in size and grade of the channel shall be made gradually and evenly. The invert channel walls shall be constructed to three quarters (3/4) of the height of the crown of the outlet sewer and in such a manner not to obstruct maintenance,

inspection or flow in the sewers. The inverts shall have a minimum slope of one (1) percent across the bottom of the manhole. A shelf shall be provided on each side of any manhole invert channel. Inverts in manholes with standing water will not be acceptable. The shelf shall be sloped not less than 1:12 (min) and no more than 2:12 (max). The bottom of the boot for the new sewer main or lateral shall be set one inch above existing shelf unless otherwise indicated.

Page 15-16, sub-article 1530-3(A) Abandoning Pipe,

Add the following paragraph:

Remove valves, or close valves and remove the top of the valve box to an elevation 2 ft below the roadway subgrade or finished grade and backfill.

March 26, 2021

Fayetteville Regional Office
NCDEQ
225 Green Street Suite 714
Fayetteville, NC 28301-5094

Subject: NCDOT Project: I-5986A Sec 2 & 3 NORCRESS sanitary sewer line replacement.
Cumberland County
Sanitary Sewer line Replacement

Dear Sir or Madame,

Please find enclosed the completed Fast Track Sewer Application and supporting documentation for the above mentioned project. One original and one copy of the following are included for your review and approval.

- **Fast Track Permit Application**
- **Permit Application Fee of \$480.00 (check # xxxxx)**
- **USGS & Street Level Maps**

Project Narrative:

The enclosed documents are submitted for the relocation of the existing portions of 8" force main sewer crossing I-95 at Wade Stedman Road (Site 1) and 8" gravity sewer line crossing Godwin Falcon Road just East of I-95 (Site 2). These sewer lines and appurtenances are owned by Northern Cumberland Regional Sewer System District (NORCRESS). These sewer line relocations are due to impacts created by construction associated with the NCDOT project I-5986A, widening of I-95. These sewer line relocations do not add additional flows. These plans have been reviewed and approved by the NCDOT and NORCRESS.

Please do not hesitate to call 919-878-9560 if you have any questions or need additional information.

Sincerely,

Bryan Badey, P.E.
Project Manager

Enclosures
cc: HTW

**15A NCAC 02T .0300 – FAST TRACK SEWER SYSTEM EXTENSION APPLICATION
INSTRUCTIONS FOR FORM: FTA 04-16 & SUPPORTING DOCUMENTATION**

This application is for sewer extensions involving gravity sewers, pump stations and force mains, or any combination that has been certified by a professional engineer and the applicant that the project meets the requirements of [15A NCAC 02T](#) and the Division's Minimum Design Criteria and that **plans, specifications and supporting documents have been prepared in accordance with, [15A NCAC 02T](#), [15A NCAC 02T .0300](#), [Division policies](#) and [good engineering practices](#).**

While no upfront engineering design documents are required for submittal, in accordance with 15A NCAC 02T .0305(b), design documents must be prepared prior to submittal of a fast track permit application to the Division. This would include plans, design calculations, and project specifications referenced in [15A NCAC 02T .0305](#) and the applicable minimum design criteria. These documents shall be available upon request by the Division.

Projects that are deemed permitted (do not require a permit from the Division) are explained in [15A NCAC 02T.0303](#).

Projects not eligible for review via the fast track process (must be submitted for full technical review):

- Projects that require an environmental assessment in accordance with 15A NCAC 1C .0100;
- Projects that do not meet any part of the minimum design criteria (MDC) document;
- Projects that involve a variance from the requirements of 15A NCAC 2T;
- Pressure sewer systems utilizing septic tank-effluent pumps (STEPS) or simplex grinder pumps;
- STEP or simplex grinder pumps connecting to pressurized systems (e.g. force mains);
- Vacuum sewer systems.

General – When submitting an application, please use the following instructions as a checklist in order to ensure all required items are submitted. Adherence to these instructions and checking the provided boxes will help produce a quicker review time and reduce the amount of requested additional information. **Failure to submit all required items will necessitate additional processing and review time, and may result in return of the application.** Unless otherwise noted, the Applicant shall submit one original and one copy of the application and supporting documentation.

A. One Original and One Copy of Application and Supporting Documents

- ☒ Required unless otherwise noted

B. Cover Letter (Required for All Application Packages):

- ☒ List all items included in the application package, as well as a brief description of the requested permitting action.
- Be specific as to the system type, number of homes served, flow allocation required, etc.
- If necessary for clarity, include attachments to the application form.

C. Application Fee (All New and Major Modification Application Packages):

- ☒ Submit a check or money order in the amount of **\$480.00** dated within 90 days of application submittal.
- Payable to North Carolina Department of Environmental Quality (NCDEQ)

D. Fast Track (Form: FTA 04-16) Application (Required for All Application Packages):

- ☒ Submit the completed and appropriately executed application.
- If necessary for clarity or due to space restrictions, attachments to the application may be made.
- ☐ If the Applicant Type in Item I.2 is a corporation or company, provide documentation it is registered for business with the [North Carolina Secretary of State](#).
- ☐ If the Applicant Type in Item I.2 is a partnership or d/b/a, enclose a copy of the certificate filed with the Register of Deeds in the county of business.
- ☒ The Project Name in Item II.1 shall be consistent with the project name on the flow acceptance letters, agreements, etc.
- ☒ The Professional Engineer's Certification on Page 5 of the application shall be signed, sealed and dated by a [North Carolina licensed Professional Engineer](#).
- ☒ The Applicant's Certification on Page 5 of the application shall be signed in accordance with [15A NCAC 02T .0106\(b\)](#). Per 15A NCAC 02T .0106(c), an alternate person may be designated as the signing official if a delegation letter is provided from a person who meets the criteria in 15A NCAC 02T .0106(b).

E. Flow Tracking/Acceptance Form (Form: FTSE 04-16) (If Applicable):

- ☐ Submit the completed and executed FTSE form from the owners of the downstream sewers and treatment facility.
- Multiple forms maybe required where the downstream sewer owner and wastewater treatment facility are different.
- The flow acceptance indicated in form FTSE must not expire prior to permit issuance and must be dated less than one year prior to the application date.
- Submittal of this application and form FTSE indicates that owner has adequate capacity and will not violate [G.S. 143-215.67\(a\)](#).
- Intergovernmental agreements or other contracts will not be accepted in lieu of a project-specific FTSE.

F. Site Maps (All Application Packages):

- ☒ Submit an 8.5-inch x 11-inch color copy of a USGS Topographic Map of sufficient scale to identify the entire project area and closest surface waters.
- Location of the project (gravity sewer, pump stations & force main)
- Downstream connection points and permit number (if known) for the receiving sewer
- ☒ Include a street level map showing general project area.

G. Existing Permit (All Modification Packages):

- ☐ Submit the most recently issued existing permit.
- ☐ Provide a list of any items within the permit the Applicant would like the Division to address during the permit modification (i.e., permit description, flow allocation, treatment facility, etc.).

H. Power Reliability Plan (Required if portable reliability option utilized for Pump Station):

- ☐ Per [15A NCAC 02T .0305\(h\)\(1\)](#), submit documentation of power reliability for pumping stations.
- This alternative is only available for average daily flows less than 15,000 gallons per day
- It shall be demonstrated to the Division that the portable source is owned or contracted by the applicant and is compatible with the station. The Division will accept a letter signed by the applicant (see 15A NCAC 02T .0106(b)) or proposed contractor, stating that “the portable power generation unit or portable, independently-powered pumping units, associated appurtenances and personnel are available for distribution and operation of this pump station.”
- **If the portable power source or pump is dedicated to multiple pump stations, an evaluation of all the pump stations' storage capacities and the rotation schedule of the portable power source or pump, including travel timeframes, shall be provided in the case of a multiple station power outage. (Required at time of certification)**

I. Certificate of Public Convenience and Necessity (All Application Packages for Privately-Owned Public Utilities):

- ☐ Per [15A NCAC 02T .0115\(a\)\(1\)](#) provide the Certificate of Public Convenience and Necessity from the [North Carolina Utilities Commission](#) demonstrating the Applicant is authorized to hold the utility franchise for the area to be served by the sewer extension, or
- ☐ Provide a letter from the [North Carolina Utilities Commission's Water and Sewer Division Public Staff](#) stating an application for a franchise has been received and that the service area is contiguous to an existing franchised area or that franchise approval is expected.

J. Operational Agreements (Applications from HOA/POA and Developers for lots to be sold):

- ☐ Home/Property Owners' Associations
 - ☐ Per [15A NCAC 02T .0115\(c\)](#), submit the properly executed [Operational Agreement \(FORM: HOA\)](#).
 - ☐ Per 15A NCAC 02T .0115(c), submit a copy of the Articles of Incorporation, Declarations and By-laws.
- ☐ Developers of lots to be sold
 - ☐ Per 15A NCAC 02T .0115(b), submit the properly executed [Operational Agreement \(FORM: DEV\)](#).

For more information, visit the Division's collection systems [website](#)

THE COMPLETED APPLICATION PACKAGE INCLUDING ALL SUPPORTING INFORMATION AND MATERIALS, SHOULD BE SENT TO THE APPROPRIATE REGIONAL OFFICE:

REGIONAL OFFICE	ADDRESS	COUNTIES SERVED
<u>Asheville Regional Office Water Quality Section</u>	2090 US Highway 70 Swannanoa, North Carolina 28778 (828) 296-4500 (828) 299-7043 Fax	Avery, Buncombe, Burke, Caldwell, Cherokee, Clay, Graham, Haywood, Henderson, Jackson, Macon, Madison, McDowell, Mitchell, Polk, Rutherford, Swain, Transylvania, Yancey
<u>Fayetteville Regional Office Water Quality Section</u>	225 Green Street Suite 714 Fayetteville, North Carolina 28301-5094 (910) 433-3300 (910) 486-0707 Fax	Anson, Bladen, Cumberland, Harnett, Hoke, Montgomery, Moore, Robeson, Richmond, Sampson, Scotland
<u>Mooresville Regional Office Water Quality Section</u>	610 E. Center Avenue Mooresville, North Carolina 28115 (704) 663-1699 (704) 663-6040 Fax	Alexander, Cabarrus, Catawba, Cleveland, Gaston, Iredell, Lincoln, Mecklenburg, Rowan, Stanly, Union
<u>Raleigh Regional Office Water Quality Section</u>	1628 Mail Service Center Raleigh, North Carolina 27699-1628 (919) 791-4200 (919) 788-7159 Fax	Chatham, Durham, Edgecombe, Franklin, Granville, Halifax, Johnston, Lee, Nash, Northampton, Orange, Person, Vance, Wake, Warren, Wilson
<u>Washington Regional Office Water Quality Section</u>	943 Washington Square Mall Washington, North Carolina 27889 (252) 946-6481 (252) 975-3716 Fax	Beaufort, Bertie, Camden, Chowan, Craven, Currituck, Dare, Gates, Greene, Hertford, Hyde, Jones, Lenoir, Martin, Pamlico, Pasquotank, Perquimans, Pitt, Tyrrell, Washington, Wayne
<u>Wilmington Regional Office Water Quality Section</u>	127 Cardinal Drive Extension Wilmington, North Carolina 28405 (910) 796-7215 (910) 350-2004 Fax	Brunswick, Carteret, Columbus, Duplin, New Hanover, Onslow, Pender
<u>Winston-Salem Regional Office Water Quality Section</u>	450 W. Hanes Mill Road Suite 300 Winston-Salem, North Carolina 27105 (336) 776-9800	Alamance, Alleghany, Ashe, Caswell, Davidson, Davie, Forsyth, Guilford, Rockingham, Randolph, Stokes, Surry, Watauga, Wilkes, Yadkin

Application Number: _____ (to be completed by DWR)

All items must be completed or the application will be returned

I. APPLICANT INFORMATION:

1. Applicant's name: NORCRESS (company, municipality, HOA, utility, etc.)
2. Applicant type: ☐ Individual ☐ Corporation ☐ General Partnership ☐ Privately-Owned Public Utility
☐ Federal ☒ State/County ☐ Municipal ☐ Other
3. Signature authority's name: Charles Evans per 15A NCAC 02T .0106(b)
Title: Chairman
4. Applicant's mailing address: 117 Dick Street
City: Fayetteville State: NC Zip: 28301-____
5. Applicant's contact information:
Phone number: (910) 678-7771 Email Address: cevans@co.cumberland.nc.us

II. PROJECT INFORMATION:

1. Project name: NCDOT's I-5986A/I-5877 – Widening of I-95 -Section 2&3
2. Application/Project status: ☒ Proposed (New Permit) ☐ Existing Permit/Project
If a modification, provide the existing permit number: WQ00____ and issued date: ____
If new construction but part of a master plan, provide the existing permit number: WQ00____
3. County where project is located: Cumberland
4. Approximate Coordinates (Decimal Degrees): Latitude: 35.202271° Longitude: -78.665435°
5. Parcel ID (if applicable): ____
(or Parcel ID to closest downstream sewer)

III. CONSULTANT INFORMATION:

1. Professional Engineer: Bryan Badey, PE License Number: 32634
Firm: Rummel, Klepper & Kahl, LLP
Mailing address: 8601 Six Forks Road, Forum 1, Suite 700
City: Raleigh State: NC Zip: 27615-____
Phone number: (919) 653-7342 Email Address: bbadey@rkk.com

IV. WASTEWATER TREATMENT FACILITY (WWTF) INFORMATION:

1. Facility Name: Cross Creek Water Reclamation Facility Permit Number: NC0023957
Owner Name: Public Works Commission (PWC)

V. RECEIVING DOWNSTREAM SEWER INFORMATION (if different than WWTF):

1. Permit Number(s): WQ____
System Wide Collection System Permit Number(s) (if applicable): WCSS00353
Owner Name(s): NORCRESS

VI. GENERAL REQUIREMENTS

1. If the Applicant is a Privately-Owned Public Utility, has a Certificate of Public Convenience and Necessity been attached?
☐ Yes ☐ No ☒ N/A
2. If the Applicant is a Developer of lots to be sold, has a [Developer's Operational Agreement \(FORM: DEV\)](#) been attached?
☐ Yes ☐ No ☒ N/A
3. If the Applicant is a [Home/Property Owners' Association, has an Operational Agreement \(FORM: HOA\)](#) been attached?
☐ Yes ☐ No ☒ N/A

4. Origin of wastewater: (check all that apply):

- | | | |
|--|---|--|
| <input checked="" type="checkbox"/> Residential Owned | <input type="checkbox"/> Retail (stores, centers, malls) | <input type="checkbox"/> Car Wash |
| <input type="checkbox"/> Residential Leased | <input type="checkbox"/> Retail with food preparation/service | <input type="checkbox"/> Hotel and/or Motels |
| <input type="checkbox"/> School / preschool / day care | <input type="checkbox"/> Medical / dental / veterinary facilities | <input type="checkbox"/> Swimming Pool /Clubhouse |
| <input type="checkbox"/> Food and drink facilities | <input type="checkbox"/> Church | <input type="checkbox"/> Swimming Pool/Filter Backwash |
| <input checked="" type="checkbox"/> Businesses / offices / factories | <input type="checkbox"/> Nursing Home | <input type="checkbox"/> Other (Explain in Attachment) |

5. Nature of wastewater : 100 % Domestic/Commercial _____ % Commercial

_____ % Industrial ([See 15A NCAC 02T .0103\(20\)](#))

→ Is there a Pretreatment Program in effect? ☐ Yes ☐ No

6. Has a flow reduction been approved under [15A NCAC 02T .0114\(f\)](#)? ☐ Yes ☒ No

➤ **If yes, provide a copy of flow reduction approval letter**

7. Summarize wastewater generated by project:

Establishment Type (see 02T.0114(f))	Daily Design Flow ^{a,b}	No. of Units	Flow
	gal/		GPD
	gal/		GPD
	gal/		GPD
	gal/		GPD
	gal/		GPD
	gal/		GPD
<i>Total</i>			GPD

a See [15A NCAC 02T .0114\(b\), \(d\), \(e\)\(1\) and \(e\)\(2\)](#) for caveats to wastewater design flow rates (i.e., minimum flow per dwelling; proposed unknown non-residential development uses; public access facilities located near high public use areas; and residential property located south or east of the Atlantic Intracoastal Waterway to be used as vacation rentals as defined in [G.S. 42A-4](#)).

b Per 15A NCAC 02T .0114(c), design flow rates for establishments not identified [in table [15A NCAC 02T.0114](#)] shall be determined using available flow data, water using fixtures, occupancy or operation patterns, and other measured data.

8. Wastewater generated by project: ____ GPD (per [15A NCAC 02T .0114](#))

➤ Do not include future flows or previously permitted allocations

If permitted flow is zero, indicate why:

☐ Pump Station or Gravity Sewer where flow will be permitted in subsequent permits that connect to this line

☐ Flow has already been allocated in Permit Number: _____

☒ Rehabilitation or replacement of existing sewer with no new flow expected

☐ Other (Explain): _____

VII. GRAVITY SEWER DESIGN CRITERIA (If Applicable) - 02T .0305 & MDC (Gravity Sewers):

1. Summarize gravity sewer to be permitted:

Size (inches)	Length (feet)	Material
8	85	PVC SDR 35

- Section II & III of the MDC for Permitting of Gravity Sewers contains information related to design criteria
- Section III contains information related to minimum slopes for gravity sewer(s)
- **Oversizing lines to meet minimum slope requirement is not allowed and a violation of the MDC**

VIII. PUMP STATION DESIGN CRITERIA (If Applicable) – 02T .0305 & MDC (Pump Stations/Force Mains):

COMPLETE FOR EACH PUMP STATION INCLUDED IN THIS PROJECT

1. Pump station number or name: _____.
2. Approximate Coordinates (Decimal Degrees): Latitude: ____° Longitude: - ____°
3. Design flow of the pump station: _____ millions gallons per day (firm capacity)
4. Operational point(s) of the pump(s): _____ gallons per minute at _____ feet total dynamic head (TDH)
5. Summarize the force main to be permitted (for this Pump Station):

Size (inches)	Length (feet)	Material
8	2984	PVC C-900
8	570	DI PC 350

6. Power reliability in accordance with 15A NCAC 02T .0305(h)(1):

- ☐ Standby power source or pump with automatic activation and telemetry - 15A NCAC 02T .0305(h)(1)(B);
- Required for all pump stations with an average daily flow greater than or equal to 15,000 gallons per day
 - Must be permanent to facility

Or if the pump station has an average daily flow less than 15,000 gallons per day:

- ☐ Portable power source with manual activation, quick-connection receptacle and telemetry - 15A NCAC 02T .0305(h)(1)(C)

or

- ☐ Portable pumping unit with plugged emergency pump connection and telemetry - 15A NCAC 02T .0305(h)(1)(C):
- It shall be demonstrated to the Division that the portable source is owned or contracted by the applicant (draft agreement) and is compatible with the station.
 - If the portable power source or pump is dedicated to multiple pump stations, an evaluation of all the pump stations' storage capacities and the rotation schedule of the portable power source or pump, including travel timeframes, shall be provided in the case of a multiple station power outage.

IX. SETBACKS & SEPARATIONS – (02B .0200 & 15A NCAC 02T .0305(f)):

1. Does the project comply with all separations found in [15A NCAC 02T .0305\(f\) & \(g\)](#) ☒ Yes ☐ No

➤ [15A NCAC 02T.0305\(f\)](#) contains minimum separations that shall be provided for sewer systems:

Setback Parameter*	Separation Required
Storm sewers and other utilities not listed below (vertical)	24 inches
Water mains (vertical-water over sewer including in benched trenches)	18 inches
Water mains (horizontal)	10 feet
Reclaimed water lines (vertical - reclaimed over sewer)	18 inches
Reclaimed water lines (horizontal - reclaimed over sewer)	2 feet
**Any private or public water supply source, including any wells, WS-I waters of Class I or Class II impounded reservoirs used as a source of drinking water	100 feet
**Waters classified WS (except WS-I or WS-V), B, SA, ORW, HQW, or SB from normal high water (or tide elevation) and wetlands (see item IX.2)	50 feet
**Any other stream, lake, impoundment, or ground water lowering and surface drainage ditches	10 feet
Any building foundation	5 feet
Any basement	10 feet
Top slope of embankment or cuts of 2 feet or more vertical height	10 feet
Drainage systems and interceptor drains	5 feet
Any swimming pools	10 feet
Final earth grade (vertical)	36 inches

- [15A NCAC 02T.0305\(g\)](#) contains alternatives where separations in [02T.0305\(f\)](#) cannot be achieved.
➤ **Stream classifications can be identified using the Division's [NC Surface Water Classifications webpage](#)
➤ If noncompliance with [02T.0305\(f\) or \(g\)](#), see Section X of this application

2. Does the project comply with separation requirements for wetlands? (50 feet of separation) ☒ Yes ☐ No
➤ See the Division's draft separation requirements for situations where separation cannot be met
➤ No variance is required if the alternative design criteria specified is utilized in design and construction
➤ As built documents should reference the location of areas effected

3. Does the project comply with all setbacks found in the river basin rules per [15A NCAC 02B .0200?](#) ☒ Yes ☐ No
➤ This would include Trout Buffered Streams per [15A NCAC 2B.0202](#)

4. Does the project comply with an individual 404 Permit or any 401 Certifications? ☒ Yes ☐ No
➤ Wetland-related permits shall be requested, obtained, and adhered to for projects that impact wetlands or surface waters
➤ Information can be obtained from the [401 & Buffer Permitting Branch](#)

5. Does project comply with [15A NCAC 02T.0105\(c\)\(6\)](#) (additional permits/certifications)? ☒ Yes ☐ No
Per [15A NCAC 02T.0105\(c\)\(6\)](#), directly related environmental permits or certification applications are being prepared, have been applied for, or have been obtained. Issuance of this permit is contingent on issuance of dependent permits (erosion and sedimentation control plans, stormwater management plans, etc.).

6. Does this project include any sewer collection lines that are deemed "high-priority?"
Per [15A NCAC 02T.0402](#), "high-priority sewer" means "any aerial sewer, sewer contacting surface waters, siphon, or sewer positioned parallel to streambanks that is subject to erosion that undermines or deteriorates the sewer.

☐ Yes ☒ No

- If yes, include an attachment with details for each line, including type (aerial line, size, material, and location).

High priority lines shall be inspected by the permittee or its representative at least once every six-months and inspections documented per 15A NCAC 02T.0403(a)(5) or the permittee's individual System-Wide Collection permit.

X. CERTIFICATIONS:

1. Does the submitted system comply with [15A NCAC 02T](#), the [Minimum Design Criteria for the Permitting of Pump Stations and Force Mains \(latest version\)](#), and the [Gravity Sewer Minimum Design Criteria \(latest version\)](#) as applicable?

☒ Yes

☐ No

If No, complete and submit the Variance/Alternative Design Request application (VADC 10-14) and supporting documents for review. **Approval of the request is required prior to submittal of the Fast Track Application and supporting documents.**

2. Professional Engineer's Certification:

I, BRYAN BADEY attest that this application for
(Professional Engineer's name from Application Item III.1.)

has been reviewed by me and is accurate, complete and consistent with the information supplied in the plans, specifications, engineering calculations, and all other supporting documentation to the best of my knowledge. I further attest that to the best of my knowledge the proposed design has been prepared in accordance with the applicable regulations, Gravity Sewer Minimum Design Criteria for Gravity Sewers (latest version), and the Minimum Design Criteria for the Fast-Track Permitting of Pump Stations and Force Mains (latest version). Although other professionals may have developed certain portions of this submittal package, inclusion of these materials under my signature and seal signifies that I have reviewed this material and have judged it to be consistent with the proposed design.

NOTE – In accordance with General Statutes 143-215.6A and 143-215.6B, any person who knowingly makes any false statement, representation, or certification in any application package shall be guilty of a Class 2 misdemeanor, which may include a fine not to exceed \$10,000, as well as civil penalties up to \$25,000 per violation.

North Carolina Professional Engineer's seal, signature, and date:



3. Applicant's Certification per 15A NCAC 02T .0106(b):

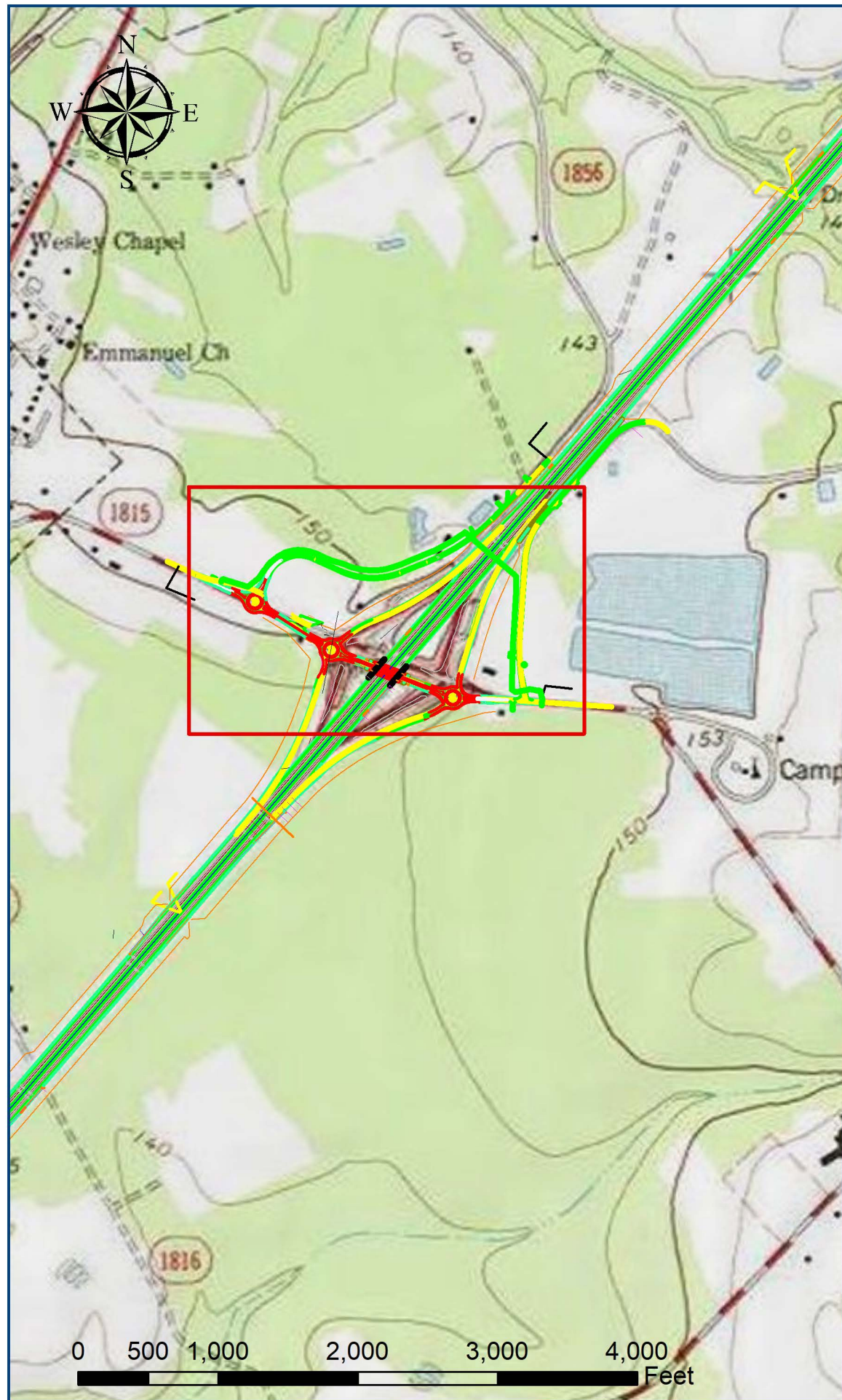
I, _____ attest that this application for
(Signature Authority's name & title from Application Item I.3.)

has been reviewed by me and is accurate and complete to the best of my knowledge. I understand that if all required parts of this application are not completed and that if all required supporting documentation and attachments are not included, this application package is subject to being returned as incomplete. I understand that any discharge of wastewater from this non-discharge system to surface waters or the land will result in an immediate enforcement action that may include civil penalties, injunctive relief, and/or criminal prosecution. I will make no claim against the Division of Water Resources should a condition of this permit be violated. I also understand that if all required parts of this application package are not completed and that if all required supporting information and attachments are not included, this application package will be returned to me as incomplete.

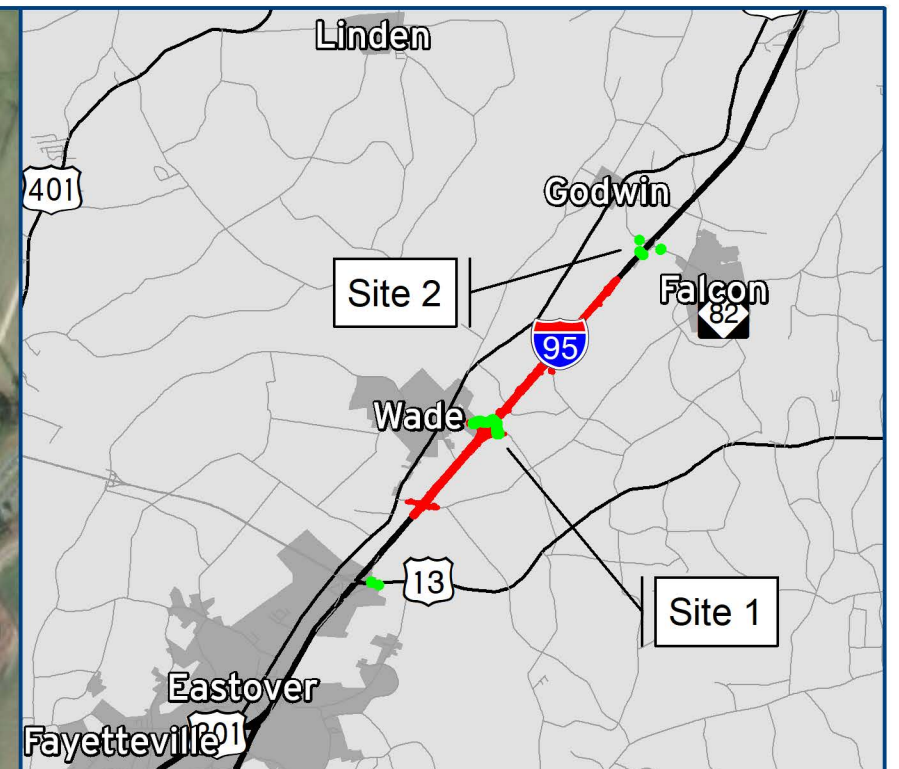
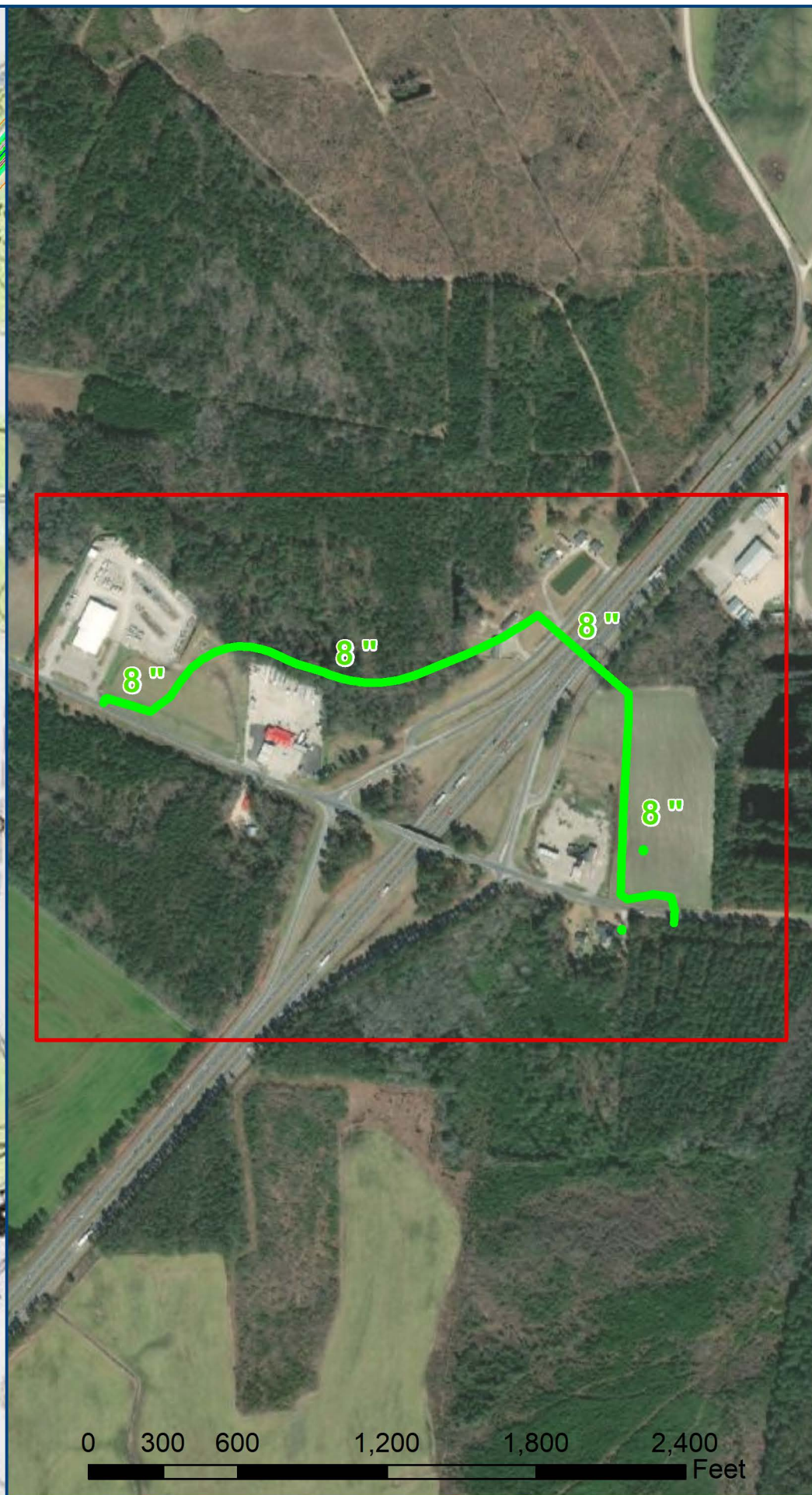
NOTE – In accordance with General Statutes [143-215.6A](#) and [143-215.6B](#), any person who knowingly makes any false statement, representation, or certification in any application package shall be guilty of a Class 2 misdemeanor, which may include a fine not to exceed \$10,000 as well as civil penalties up to \$25,000 per violation.

Signature: _____

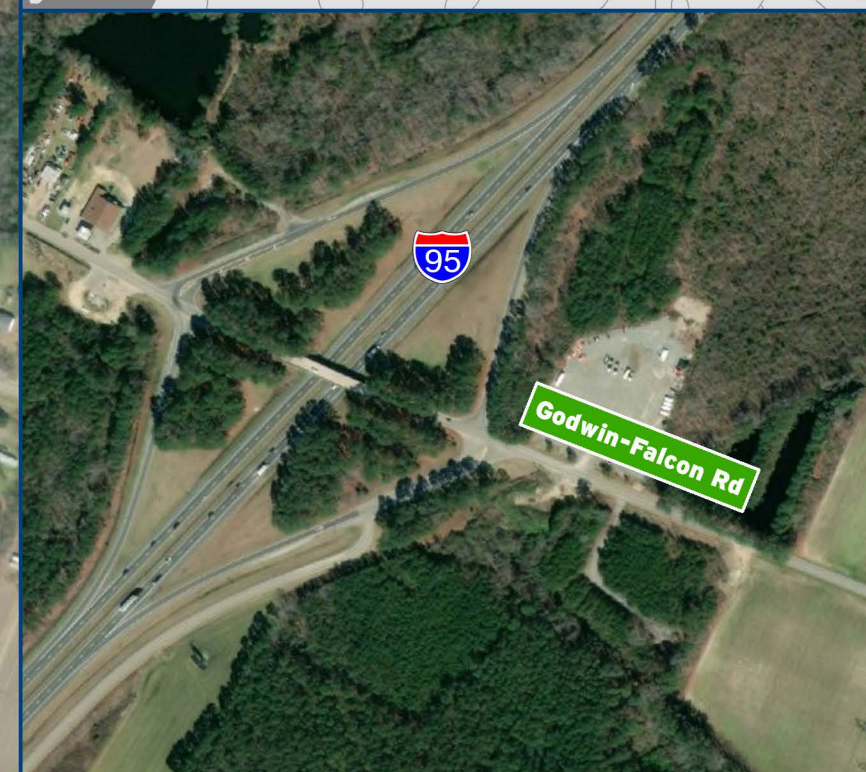
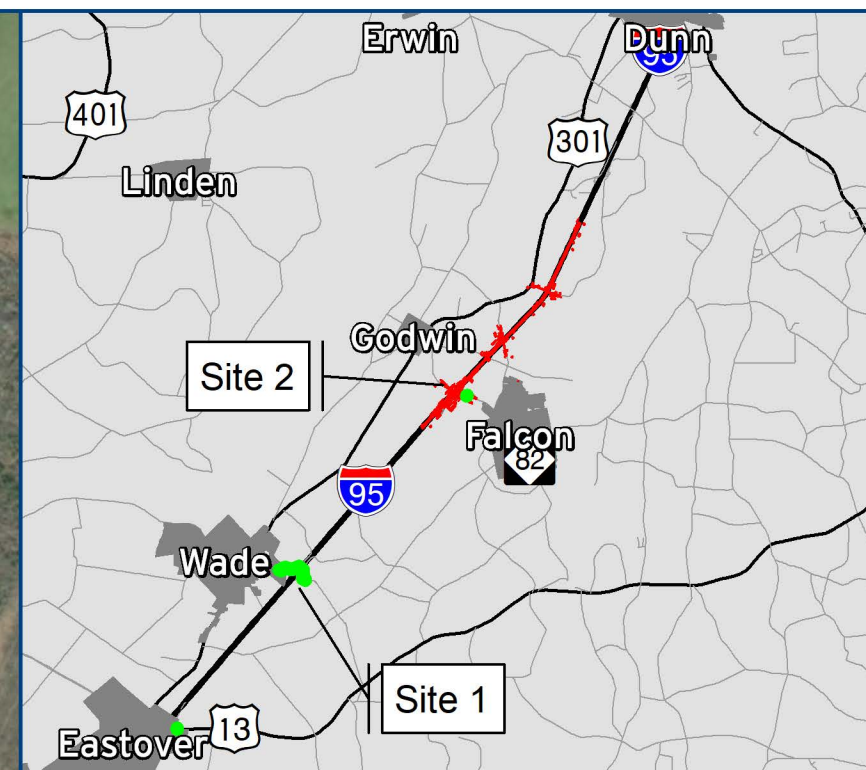
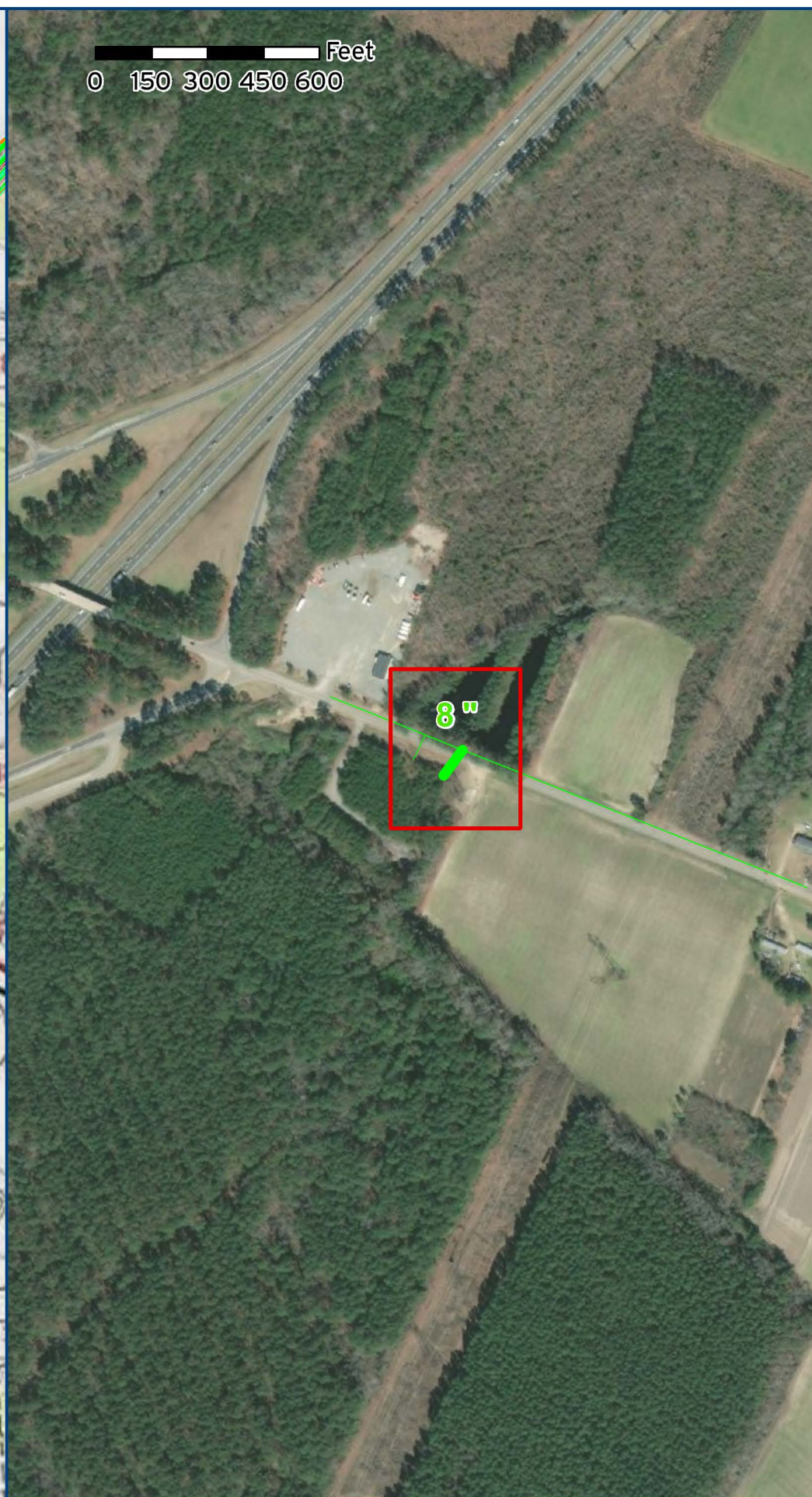
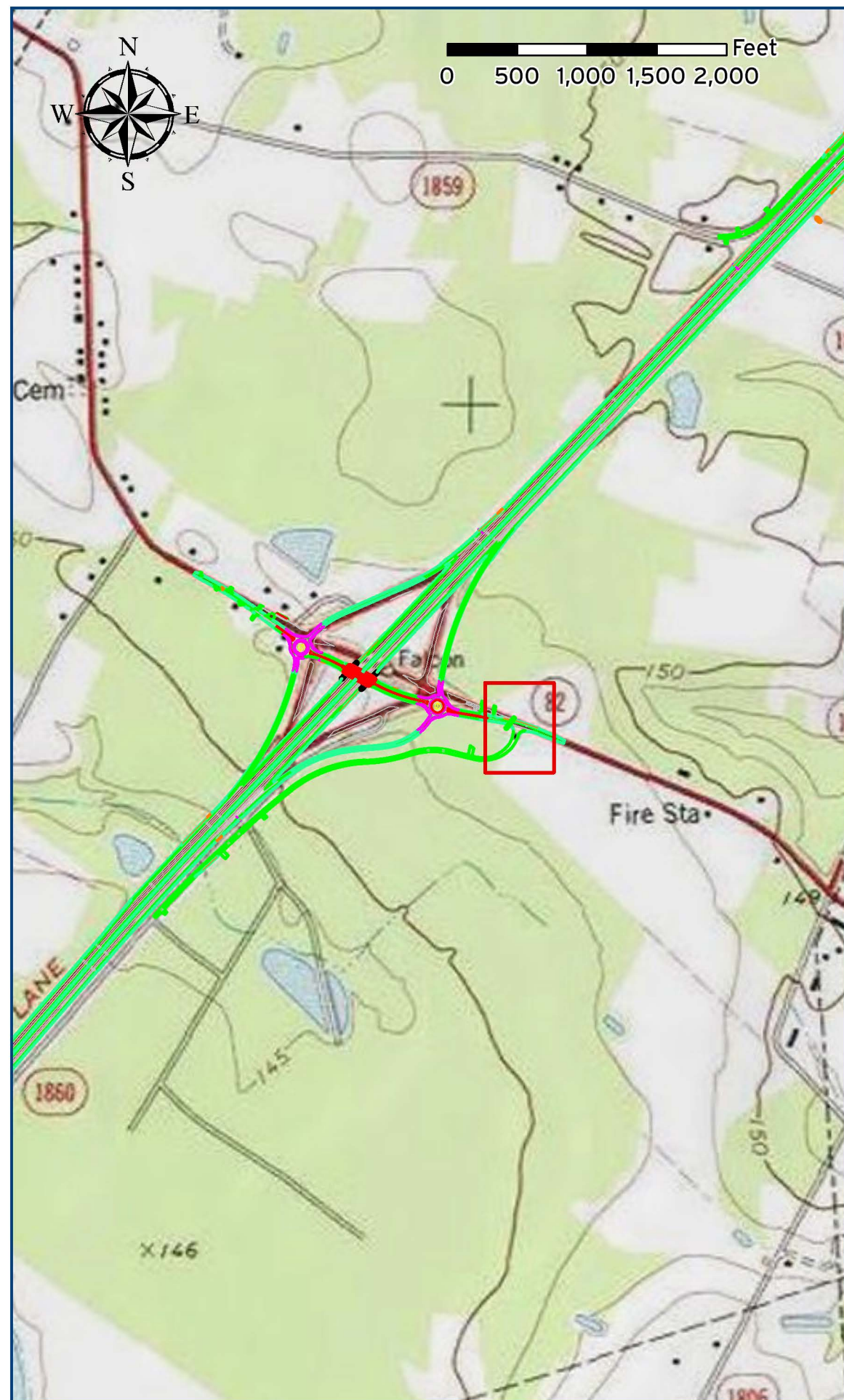
Date: _____



Source: USGS 7.5 Minute Quadrangle: Wade



	<p>NORTH CAROLINA DEPARTMENT OF TRANSPORTATION ENVIRONMENTAL ANALYSIS UNIT</p> <p>RK&K</p>
<p>STIP PROJECT: I-5986A, I-5877 SECTION. 2 I-95 WIDENING FROM SOUTH OF I-95 BUS/ US-301 (EXIT 56) TO NORTH OF SR-1002 (LONG BRANCH RD) (EXIT 71) - SITE 1</p>	
<p>CUMBERLAND COUNTY</p>	



	<p>NORTH CAROLINA DEPARTMENT OF TRANSPORTATION ENVIRONMENTAL ANALYSIS UNIT</p>
<p>STIP PROJECT: I-5986A, I-5877 SECTION. 3 I-95 WIDENING FROM SOUTH OF I-95 BUS/ US-301 (EXIT 56) TO NORTH OF SR-1002 (LONG BRANCH RD) (EXIT 71) - SITE 2</p>	
<p>CUMBERLAND COUNTY</p>	



BOARD OF COMMISSIONERS' OFFICE

MEMORANDUM FOR THE AGENDA OF THE APRIL 8, 2021
AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: CANDICE H. WHITE, CLERK TO THE BOARD

DATE: 4/8/2021

SUBJECT: REQUEST FOR INFORMATION ON FY22 PROPOSED BUDGET

Requested by: COMMISSIONER JIMMY KEEFE

Presenter(s): COUNTY MANAGEMENT

BACKGROUND

During a meeting of the Board of Education's Finance Committee on Thursday, March 25, the committee unanimously approved the budget which calls for the school system to receive \$88.1 million from the County. The Board of Education has yet to approve the budget.

The County's FY22 proposed budget is scheduled to be presented on Thursday, May 27. Prior to the formal presentation, Commissioner Keefe asked that the Board of Commissioners receive input from the management team during the April 8 Agenda Session meeting as it relates to the possible increase in local funding for the Cumberland County Schools and any other large funding requests or County needs to be funded in the FY22 budget.

RECOMMENDATION / PROPOSED ACTION

For information only.



BOARD OF COMMISSIONERS' OFFICE

MEMORANDUM FOR THE AGENDA OF THE APRIL 8, 2021
AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: CANDICE H. WHITE, CLERK TO THE BOARD

DATE: 4/8/2021

SUBJECT: REQUEST FOR INFORMATION ON AMERICAN RESCUE PLAN FUNDING

Requested by: COMMISSIONER JIMMY KEEFE

Presenter(s): COUNTY MANAGEMENT

BACKGROUND

County Management, Finance and Budget staff are monitoring the American Rescue Plan stimulus funding through NACo and NCACC. Cumberland County has been allocated \$65 million. On March 17, NACo sent a letter to the White House and U. S. Department of Treasury seeking guidance on the use of the funding and outlining county priorities for the implementation of the American Rescue Plan's funding. As of March 19, guidance on how the money may be used had not been released.

Commissioner Keefe asked to have an update on the American Rescue Plan stimulus funding provided during the April 8 Agenda Session meeting to include information on the team that will be comprised to work on this significant project.

RECOMMENDATION / PROPOSED ACTION

For information only.



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

MEMORANDUM FOR THE AGENDA OF THE APRIL 8, 2021
AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: SALLY SHUTT, ASSISTANT COUNTY MANAGER

DATE: 4/1/2021

SUBJECT: STRATEGIC OBJECTIVES FOR THE BOARD'S PRIORITIES

Requested by: AMY CANNON, COUNTY MANAGER

Presenter(s): SALLY SHUTT, ASSISTANT COUNTY MANAGER

BACKGROUND

The Board of Commissioners identified seven top priorities for Fiscal Year 2022 during a special meeting on February 16, 2021. The priorities are listed below in order of priority. A commissioner liaison was assigned to each priority area.

County management and staff worked with the commissioner liaisons in developing objectives and key performance indicators of success for each goal. The Priorities and Objectives report is attached.

1. Performing Arts Center – Commissioner Boose
2. Grays Creek public water access – Commissioner Lancaster
3. County Wide public water – Commissioner Evans
4. Homelessness – Commissioner Stewart
5. Government Communication – Commissioner Keefe
6. Economic Development – Commissioner Council
7. County Facility Asset Inventory and Audit – Commissioner Adams

RECOMMENDATION / PROPOSED ACTION

Consider the attached Priorities and Objectives and move forward to the April 19 regular meeting of the Board of Commissioners.

ATTACHMENTS:

Description

Type

Priorities and Objectives

Backup Material

Cumberland County Priorities & Objectives

2021-2022



**CUMBERLAND
COUNTY**

NORTH CAROLINA

PRIORITY 1: Performing Arts Center

Priority 1 Objective 1

Complete Market Analysis and Feasibility Study

Work began on the feasibility study for the PAC before the onset of COVID-19, roughly January 21-23, 2020. Work on this item is currently paused. The final phase of the engagement with Spectra's vendor, CSL, is the community survey. Schedule timelines were negatively impacted due to COVID-19.

Action Steps

- Vendor conducts community survey (projected to begin late spring or early summer)
- Vendor reports study results to Spectra Venue Management (projected completion date is late summer or early fall)
- Spectra provides market analysis and feasibility study results to the Board of Commissioners

Key Performance Indicators

- Percent of County residents and other community stakeholders participating in the survey
- Completion of study and delivery of results to BOC

Priority 1 Objective 2

Board direction based on results of Market Analysis and Feasibility Study

Action Steps

- Board of Commissioners directs staff on next steps for the PAC based on market analysis and feasibility study results
- Staff begins background work with financial advisors and bond counsel to determine how a financing package might be structured

Key Performance Indicators

- Staff adherence to timelines provided by Board of Commissioners

PRIORITY 2: Gray's Creek Public Water Access

Priority 2 Objective 1	Develop a long-term financially sustainable water system to address GenX contamination in the Gray's Creek District
Action Steps	<ul style="list-style-type: none"> • Extend water to the schools in Gray's Creek District • Continue extension of water lines throughout the district • Develop operational plan that provides long-term financial sustainability
Key Performance Indicators	<ul style="list-style-type: none"> • Public water extended to schools in Gray's Creek • Operational Plan completed • Timeframe developed for completion of remaining phases
Priority 2 Objective 2	Partner with the Public Works Commission (PWC) as the primary water provider
Action Steps	<ul style="list-style-type: none"> • Determine the role of PWC in operation of water system • Develop agreement for provision of water to the district
Key Performance Indicators	<ul style="list-style-type: none"> • Role and participation from PWC defined • Agreement with PWC completed
Priority 2 Objective 3	Identify funding sources for costs of extending water lines
Action Steps	<ul style="list-style-type: none"> • Continue to engage Chemours in seeking funding • Work with Federal lobbyist to identify grants and financial assistance • Partner with USDA for long-term, low-interest loans
Key Performance Indicators	<ul style="list-style-type: none"> • Agreement from Chemours to fund Gray's Creek construction • Funding secured through grants or long-term loans

PRIORITY 3: Countywide Public Water

Priority 3 Objective 1

Explore long-term plan to extend public water throughout the county

Action Steps

- Update 2009 Countywide Water Study
- Conduct financial feasibility study of water expansion in each identified district
- Seek funding sources to create long-term financial sustainability

Key Performance Indicators

- Select consultant to update the Preliminary Engineering Report (PER)
- Initiate study
- Report findings to the Board

PRIORITY 4: Homelessness

Priority 4 Objective 1

Work with homeless consultant, OrgCode, to develop a Three-Year Homelessness Strategic Plan

On March 11, 2021, Dee Taylor presented the contract for OrgCode as an information item since it did not require Board approval. OrgCode is the consultant selected to work with Cumberland County and project stakeholders through a process that will produce a fully vetted three-year homelessness strategic plan. The plan will be the first step towards a comprehensive plan that will lay out how the County will handle homelessness for the next several years. This document will capture the action steps outlined in OrgCode's scope of work. The strategic plan will provide the County with the following: action steps, funding sources, and key performance indicators. The completion date for this effort will be no later than June 30, 2021 as indicated by the proposed project timeline below.

Action Steps

Phase SCHEDULE / TIMELINE ESTIMATES	
Start-Up Tele-Conference	By week two after Contract Execution
Phase 1	March - April
Phase 2	May
Phase 3	May - June
Project Completion	No later than June 30, 2021

Key Performance Indicators	<ul style="list-style-type: none"> • Hold start-up teleconference no later than week two after contract execution • Manage the schedule and ensure that the consultant stays on task regarding the schedule • Stakeholder identification
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Priority 4 Objective 2	Phase 1: Assessment of Current Programs and Resources
Action Steps	<ul style="list-style-type: none"> • Use scientific methods to measure and assess the context, formation, process, impacts and outcomes of the tools, approaches and activities involved in the current homeless response system • Manage the schedule and ensure that the consultant stays on task regarding the schedule • OrgCode will conduct a comprehensive operational and fidelity review of the status of the homeless response system • Research available program, funding, inventory and HMIS homeless data to examine the local capacity to address existing and projected need for the next three years (2021-2024) • OrgCode will seek to engage and receive data from the City and County along with the housing authority to gather the most comprehensive funding perspective of housing and supports • Gather data and review documentation • Community and Stakeholder Feedback
Key Performance Indicators	<ul style="list-style-type: none"> • Adherence to the schedule as outlined by the contract • Percentage of work completed

Priority 4 Objective 3	Phase 2: Needs Assessment and Gaps Analysis Report
Action Steps	<ul style="list-style-type: none"> • Data Organization and System Mapping: <ul style="list-style-type: none"> ○ Conduct qualitative and quantitative analysis of the information gathered in Phase 1 ○ The data will be organized to clearly represent the current state of the homeless in Cumberland County ○ Identify any observable differences in homelessness experiences utilizing a racial, gender and familial lens ○ Highlight other subpopulations such as persons fleeing violence, unaccompanied youth, and veterans

	<ul style="list-style-type: none"> • Gaps Analysis Report: <ul style="list-style-type: none"> ○ OrgCode to write and present a Gaps Analysis Report to the County and the Continuum of Care ○ Present supply and demand comparisons ○ The Gap Analysis Report will set the stage for developing and organizing a data driven, evidence-informed, community led strategic plan
Key Performance Indicators	<ul style="list-style-type: none"> • Adherence to the schedule as outlined by the contract • Percent of work completed

Priority 4 Objective 4	Phase 3: Developing the Three-Year Strategic Plan on Homelessness
Action Steps	<p>Critical to the development of the final strategic plan will be an understanding of the community's vision and priorities in their effort to end homelessness.</p> <ul style="list-style-type: none"> • Community Public Forums: OrgCode will conduct two facilitated public forums (approximately 90 minutes each) to focus on: service provider audiences such as community leaders, faith-based organizations, neighborhood associations, business, and housing developer communities. • Stakeholder Forums: OrgCode will conduct two forums (likely Zoom-based) with primary and secondary stakeholders. The feedback forums will reflect on the status of the homeless response system and develop priorities on impacts on other community systems and supportive services and housing providers. • Continuum of Care Operations Workshop: OrgCode will conduct a facilitated workshop with specific homeless service system operations providers. • Leadership Strategic Planning Retreat: OrgCode will develop a preliminary draft framework to serve as the working document of the Three-Year Homelessness Strategic Plan. This will be presented at a final County and CoC executive leadership strategic planning retreat. The retreat is envisioned to be either a site visit gathering of at least a half-day (if possible given COVID) or a multi-part Zoom facilitated retreat. This session will help develop goals and strategies for each impact area and prioritize goals and strategies. • Draft Strategic Plan: The final phase of the project will be the compilation of the Three-Year Homelessness Strategic Plan. The leadership staff will have an opportunity to review the document and make recommendations for edits during this time.

	<ul style="list-style-type: none"> Final Homelessness Strategic Plan Document: OrgCode recommends at least a two-week comment period and review. Consultant will finalize and make delivery of the final plan for adoption by the County and the COC. The final deliverables will be the strategic plan document, a brief PPT covering the highlights of the plan and a one-pager summarizing the plan for education, training, and marketing of the plan.
Key Performance Indicators	<ul style="list-style-type: none"> Adherence to the schedule as outlined by the contract Percent of work completed

PRIORITY 5: Government Communication

Continue to build the County's internal and external communication channels and overall reach

Priority 5 Objective 1	Improve internal communication and employee access to information
Action Steps	<ul style="list-style-type: none"> Continue to use multiple communication channels such as "all employee" emails, County Connection and Wellness Connection newsletters, Cumberland Alerts and employee town halls to effectively reach employees/internal audiences Upgrade the look, feel and functionality of the Intranet to improve the user experience Deploy WebEx in more departments for virtual meetings and collaborative communication Provide monthly departmental presentations to commissioners and create other content spotlighting departments for internal and external use
Key Performance Indicators	<ul style="list-style-type: none"> Internal employee survey with questions on internal communication – percentage who use County website, Intranet and social media; satisfaction with content of employee newsletters; use of Cumberland Alerts and town hall meetings Percentage of employees who open newsletters, participate in town halls, open Alerts Intranet ease of navigation survey questions Implementation of WebEX and usage

Priority 5 Objective 2	Improve external communication by updating website design and functionality and providing excellent social media and web content to better inform and engage with residents
Action Steps	<ul style="list-style-type: none"> • Complete website redesign including content migration and departmental review, bringing library website under the County's website • Launch redesigned website in spring • Develop and implement countywide social media strategy in accordance with best practices and policy • Better coordinate posts across all County social media properties using content calendar and other strategies • Develop a comprehensive communications plan/program that includes how citizens contact and engage with county departments (email, website, social media, future mobile apps, telephone and other channels) • Develop an updated comprehensive communications plan for sharing information to citizens through various outlets (website, print, radio, TV, billboards, in-house Countywide digital signage, telephone, text messaging, etc.)
Key Performance Indicators	<ul style="list-style-type: none"> • Website launch • Tracked growth in website usage • Social media strategy development and implementation • Tracked growth in social media reach • Comprehensive communications plan for citizen contact/engagement • Comprehensive communications plan for information sharing
Priority 5 Objective 3	Improve and expand digital media production for CCNC-TV and web channels
Action Steps	<ul style="list-style-type: none"> • Live broadcast of three Boards of Commissioners meetings each month and rebroadcasting on CCNC-TV • Continue live broadcast of monthly advisory board meetings held virtually • Promote all live videos via the county website, social media and local media • Develop content that spotlights departments and educates citizens about services and the Board of Commissioners • Share and promote content related to municipalities and other governmental agencies, including features on smaller communities, current events and other information

	<ul style="list-style-type: none"> • Complete creation of Cablecast Screenweave app for on-demand and streaming service on multiple platforms
Key Performance Indicators	<ul style="list-style-type: none"> • Number of meetings and events live streamed • Percentage of departments with content created for channel • Percentage of municipalities sharing information • Usage of Screenweave app

Priority 5 Objective 4	Improve intergovernmental communication and maintain strong relationships with municipal, regional, state and federal officials
Action Steps	<ul style="list-style-type: none"> • Work with lobbyist and federal elected officials to develop and implement federal action plan and provide updates to the BOC • Provide updates with BOC on state legislation and Cumberland County delegation actions; share county information with delegation, including all media releases • Provide updates with BOC from municipalities, Fort Bragg and Board of Education on issues that have impact on county government • Participate in Mayors' Coalition; schedule departmental presentations to the group at quarterly meetings and provide communications support to the coalition • Share and promote content related to municipalities and other governmental agencies on CCNC-TV and other platforms; feature one municipality each month
Key Performance Indicators	<ul style="list-style-type: none"> • Level of grant awards and other federal funding applied for and obtained • Number of updates provided on federal, state and municipal activities • Level of information and content sharing on County platforms

Priority 5 Objective 5	Develop, launch and promote web applications to improve citizen and employee engagement
Action Steps	<ul style="list-style-type: none"> • Fully implement WebEx videoconferencing/online meeting software across the County • Fully implement ONESolution public safety mobile software • Launch EnerGOV planning and environmental health software to the public • Complete the build out of the Public Records Request online submission and tracking platform

	<ul style="list-style-type: none"> Promote GIS applications on website to the public and employees. Implement single point platform to accept payments (web and mobile) Implement a citizen reporting web app for Solid Waste, Animal Services and other departments Begin business requirements gathering for the development of a comprehensive county app that offers information on departments and the ability to communicate with departments and elected officials
Key Performance Indicators	<ul style="list-style-type: none"> WebEX implementation, training and usage OneSolution usage Energov usage (employees and citizens), number of permits, online transactions (types and revenue amounts), customer survey responses Public Records Request – usage, number requests, number responses, customer survey responses, time to respond to request, request type trends GIS apps – New app development, usage and adoption of GIS across the County, number of GIS apps hits on the website. Usage rates based on Arc Data, customer survey responses Payment app – implementation, usage, total revenue collected, total collection index Percentage of completion of business plan for comprehensive county app and development of the app

PRIORITY 6: Economic Development

Priority 6 Objective 1	Close any remaining service gaps and ensure affordable access to broadband
Action Steps	<ul style="list-style-type: none"> Work with existing and new service providers Identify any remaining infrastructure gaps and pursue potential grants and partnerships to facilitate 100% County-wide coverage Work to secure grant, state, and federal funding to make broadband access affordable for students and low-income households
Key Performance Indicators	<ul style="list-style-type: none"> Broadband coverage areas

Priority 6 Objective 2	Identify and develop infrastructure-served industrial sites to support job creation
Action Steps	<ul style="list-style-type: none"> • Work with FCEDC, PWC / utility providers, the Mayors Coalition and planning staff to identify 1,000 acres for future job creation • Develop cost estimates for infrastructure extensions
Key Performance Indicators	<ul style="list-style-type: none"> • Inventory of infrastructure-served industrial sites

Priority 6 Objective 3	Expand support for expungement efforts and reentry programs
Action Steps	<ul style="list-style-type: none"> • Consider pursuing a structured program to increase expungement program participation • Create financial incentives for employers that hire reentry candidates
Key Performance Indicators	<ul style="list-style-type: none"> • Program creation • Number of individuals with past convictions enrolled in program and hired

Priority 6 Objective 4	Connect with key business sectors
Action Steps	<ul style="list-style-type: none"> • Facilitate a series of quarterly dialogue sessions with local business stakeholders with the support of the FCEDC • Propose cohort groups to include major employers, micro enterprises and startups, defense and technology companies, and the development / construction industries • Create candid dialogue with local companies on issues they are facing and how best the County could support their growth • Join FCEDC staff on select existing industry visits
Key Performance Indicators	<ul style="list-style-type: none"> • Participation in session • Participation in industry visits

PRIORITY 7: County Facility Asset Inventory and Audit

Priority 7 Objective 1	Perform a Feasibility Study for a General Government Services Building
Action Steps	<ul style="list-style-type: none"> • Project approved and budgeted in FY21 • Develop a scope of work and distribute a request for proposals • Evaluate proposals and choose the most responsive firm • Initiate study • Report findings to the BOC
Key Performance Indicators	<ul style="list-style-type: none"> • Successful selection of a firm • Successful completion of the study
Priority 7 Objective 2	Perform a Space Utilization Study of All County Facilities
Action Steps	<ul style="list-style-type: none"> • Determine an estimated cost and obtain BOC approval • Develop a scope of work and distribute a request for proposals • Evaluate proposals and choose the most responsive firm • Initiate study • Report findings to the BOC
Key Performance Indicators	<ul style="list-style-type: none"> • Budget approval for study successfully obtained • Successful selection of a firm • Successful completion of the study
Priority 7 Objective 3	Perform an ADA/Accessibility Assessment of All County Facilities
Action Steps	<ul style="list-style-type: none"> • Determine an estimated cost and obtain BOC approval • Develop a scope of work and distribute a request for proposals • Evaluate proposals and choose the most responsive firm • Initiate study • Report findings to the BOC
Key Performance Indicators	<ul style="list-style-type: none"> • Budget approval for study successfully obtained • Successful selection of a firm • Successful completion of the study

Goal 7 Objective 4	Identify Life Cycles of All County Facilities and Associated Critical Building Infrastructure
Action Steps	<ul style="list-style-type: none"> • Determine an estimated cost and obtain BOC approval • Develop a scope of work and distribute a request for proposals • Evaluate proposals and choose the most responsive firm • Initiate study • Report findings to the BOC
Key Performance Indicators	<ul style="list-style-type: none"> • Budget approval for study successfully obtained • Successful selection of a firm • Successful completion of the study

Priority 7 Objective 5	Centralization of Custodial and Facilities Services Across County Departments
Action Steps	<ul style="list-style-type: none"> • Determine potential costs associated with centralization • Plan for the centralization of the employees and assets in question • Implement the centralization • Assess post-centralization for success/opportunities for improvement
Key Performance Indicators	<ul style="list-style-type: none"> • Identification of potential costs • Successful integration of employees and assets • Visible improvement in service capabilities and response to facility and custodial needs



FINANCE OFFICE

MEMORANDUM FOR THE AGENDA OF THE APRIL 8, 2021
AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: VICKI EVANS, FINANCE DIRECTOR

DATE: 3/29/2021

SUBJECT: CONFIRMATION OF PRIORITIES AND PROJECTS WITHIN THE CAPITAL PLANNING MODEL

Requested by: AMY CANNON, COUNTY MANAGER

Presenter(s): VICKI EVANS, FINANCE DIRECTOR

BACKGROUND

During the February 16, 2021 Special Meeting of the Board of County Commissioners, seven items were prioritized by the Board. Those items include:

Performing Arts Center
Grays Creek and Cedar Creek Water Access
Countywide Water (drinking water quality)
County Facility Asset Inventory and Audit
Homelessness
Government Communication
Economic Development

In comparison, the capital planning model is currently not consistent with the first four capital project priorities on the list above. The table below on the left identifies each capital project and related feasibility study as it is currently presented within the model. The table on the right shows proposed changes to update the model to be consistent with current capital priorities. Proposed changes are highlighted in yellow.

Current Capital Planning Model			Proposed Updated Capital Planning Model		
Fiscal Year Ending	Project Estimate	Project Description	Fiscal Year Ending	Project Estimate	Project Description
2021	\$ 277,944	Feasibility Study - Grays Creek Water	2021	\$ 277,944	Feasibility Study - Grays Creek Water
2021	500,000	Feasibility Study - County Facilities	2021	500,000	Feasibility Study - County Facilities
2022	50,000,000	Performing Arts Center	2023	50,000,000	Performing Arts Center
2022	7,500,000	Civil War Museum	remove		
2022	35,000,000	County General Services Building/Courthouse Renovation	2023	35,000,000	County General Services Building/Courthouse Renovation
2025	20,000,000	Grays Creek Water	2025	20,000,000	Grays Creek and Cedar Creek Water
2033	70,000,000	Water Expansion	2033	70,000,000	Water Expansion

Please note: Project estimates can be updated at a later time, upon receipt of feasibility study results.

RECOMMENDATION / PROPOSED ACTION

Staff recommends forwarding this item to the full Board of Commissioners for approval as a Consent Agenda item at the April 19, 2021 regular meeting with the following action:

Approve updates to the capital planning model as proposed:

- Change the Performing Arts Center project debt takeout from fiscal year ending 2022 to 2023,
- Remove the Civil War Museum project from the model,
- Change the County General Services Building/Courthouse Renovation project debt takeout from fiscal year ending 2022 to 2023, and
- Update the Grays Creek Water project description to Grays Creek and Cedar Creek Water.



OFFICE OF THE COUNTY MANAGER

MEMORANDUM FOR THE AGENDA OF THE APRIL 8, 2021 **AGENDA SESSION**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: DUANE T. HOLDER, DEPUTY COUNTY MANAGER

DATE: 3/24/2021

SUBJECT: LEASE AGREEMENT FOR RIGHT TRACK GROUP HOME

Requested by: AMY H. CANNON, COUNTY MANAGER

Presenter(s): DUANE T. HOLDER, DEPUTY COUNTY MANAGER

BACKGROUND

During the December 10, 2020 Agenda Session, the Board received a report from Alliance Health officials regarding the provision of Behavioral Health services. During that presentation, Alliance advised the County on measures it is taking, in coordination with the Cumberland County Department of Social Services (DSS) and North Carolina Department of Health & Human Services (NC DHHS) to better arrange for services for children in DSS custody that have a need for out of home placement for treatment. One such measure is the establishment of a group home for referrals.

In an effort to meet this and other unmet needs in Cumberland County, the Board granted approval for the utilization of up to \$1M of restricted Cumberland County fund balance that is currently kept by Alliance Health. A portion of these funds will be utilized to establish a residential group home, in Cumberland County, that will help facilitate placement of children that are court-involved, and/or in DSS custody and found to be in need of residential treatment services.

Alliance Health has worked with County management and Cumberland County DSS to solicit the services of a reputable child residential treatment provider for the operation of this program. The attached lease agreement between Cumberland County and Alliance Health will enable utilization of the current Right Track Group Home, which is owned by the County, by Thompson Child & Family Focus for the operation of these residential services. Referrals for these vital services will be for Cumberland County youth.

RECOMMENDATION / PROPOSED ACTION

Management recommends and requests that the following item be placed on the April 19th Board of Commissioners agenda as a consent item:

- Approve the lease agreement with Alliance Health for utilization of the Right Track Group Home located at 162 Sally Hill Circle, Fayetteville, for the provision of Level 3 child residential treatment services

ATTACHMENTS:

Description

Lease Agreement for Right Track Group Home

Type

Backup Material

STATE OF NORTH CAROLINA

LEASE AGREEMENT

COUNTY OF CUMBERLAND

This Lease Agreement, is made and entered into the day of , 2021, by and between the **County of Cumberland**, a body politic and corporate of the State of North Carolina, hereinafter referred to as "County" or "Landlord" and **Alliance Health**, a political subdivision of the State of North Carolina, existing under N.C.G.S. Chapter 122C, hereinafter referred to as "Alliance" or "Tenant", pursuant to the authority set forth in N.C.G.S. 160A-272 and N.C.G.S. 122C-147(d).

WITNESSETH:

WHEREAS, over the last fiscal year, the County has seen a significant increase in youth in DSS custody losing their living arrangements and alternative placements were unable to be identified resulting in long stays in the ED or other unsuitable locations; and

WHEREAS, these inappropriate placements create significant negative impacts on the youth involved and considerable stress and concern on the individuals and agencies charged with supporting them; and

WHEREAS, Recognizing that securing suitable placement and treatment for these youth is a pervasive issue across North Carolina, Alliance developed a comprehensive plan to address this issue in Cumberland County; and

WHEREAS, Alliance, in collaboration with the County, has committed to create a higher-level crisis bed response capacity in a Level 3 group home setting for youth involved with Cumberland DSS; and

WHEREAS, the County has agreed to lease property to Alliance to use for the group home, and Alliance has agreed to select an enhanced service provider having an expertise in assessment and treatment planning to assist with transition back into a community family setting to operate the residential setting.

NOW THEREFORE, IN CONSIDERATION of the mutual promises and subject to the terms and conditions contained or referred to herein, Landlord does hereby lease and demise to Tenant, that land and building(s) located at 162 Sally Hill Circle Fayetteville, NC 28306, North Carolina, owned by Cumberland County, as more fully described herein (hereinafter referred to as the "Leased Premises").

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

1. LEASED PREMISES: 162 Sally Hill Circle Fayetteville, NC 28306, North Carolina, a 1 acre parcel containing a 3 bedroom 2 bath approx. 2,976 sq. ft. residential

structure.

2. TERM: The Lease shall commence the _____, 2021, and unless sooner terminated, continue for a term of approximately 5 years, expiring at midnight on June 31, 2026. The parties may agree to extend the Term thereafter upon mutual agreement, so long as Alliance is utilizing the Leased Premises as permitted herein.

3. RENT: The rent shall be at an annual rate of \$1.00.

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

5. CONDITION OF PREMISES: Tenant accepts the Leased Premises as is, subject to any improvements required to bring the premises up to current code for the Tenants intended use. Landlord acknowledges that Tenant intends to make improvements to the property, including improvements necessary for the property to be licensed as a Level 3 Group Home, new roof and demolishing the barn/garage accessory building prior to occupying the Leased Premises. Tenant shall be solely responsible for bidding and managing the design and the construction of the improvements in accordance with the North Carolina General Statutes. Tenant shall keep Landlord informed of the progress and status of the improvement projects.

Tenant shall return the Leased Premises to Landlord at the termination or expiration hereof in as good condition and state of repair as the same was at the commencement of the term hereof, except for loss, damage, or depreciation occasioned by reasonable wear and tear or damage by fire or other casualty.

6. ASSIGNMENT and SUBLEASE: The Tenant shall not assign this lease or sublet the Leased Premises or any part thereof, without the written consent of the Landlord. Such written consent will not be unreasonably withheld by Landlord; provided however; that if Tenant enters into any sublease for which rent is paid, all rent shall be assigned to Landlord. Notwithstanding the foregoing, Landlord hereby consents to a sublease, which sublease shall be subject to the terms and conditions of this Lease, and shall be for \$0 rent, between Tenant and the selected service provider, Thompson Child and Family Focus and/or its wholly owned subsidiary, for the operation of the Group Home.

7. USE AND POSSESSION: The Leased Premises shall be used by Tenant to provide behavioral health, substance abuse, intellectual and developmental disability and physical health services, including a Group Home. Landlord acknowledges and agrees that the proposed use is permitted under R6A zoning, which allows Group Homes with 6 or less clients (per Hope Mills Zoning Ordinance).

8. DESTRUCTION OF PREMISES: If the Leased Premises should be completely destroyed or damaged by fire, explosion, accident or any act of God, so that more than fifty percent (50%) of the Leased Premises are rendered unusable, this Lease shall immediately terminate as of the date of such destruction or damage. In the event that said building including the Leased Premises is damaged by fire, explosion, accident or any act of God, so as to materially affect the use of the building and Leased Premises but less than fifty percent (50%) of the Leased Premises are rendered unusable, this Lease shall automatically

terminate as of the date of such damage or destruction, provided, however, that if such building and Leased Premises are repaired so as to be available for occupancy and use within sixty (60) days after said damage, then this lease shall not terminate; provided further, that the Tenant shall pay no rent during the period of time that the Leased Premises are unfit for occupancy and use. Landlord shall not have any obligation to make repairs under this section but may elect to make such repairs in its sole discretion. Tenant shall not have any obligation to make repairs under this section but may elect to make such repairs in the event Landlord does not make the repairs.

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

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

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

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

13. **LANDLORD'S RESPONSIBILITY FOR MAINTENANCE & REPAIRS:** Landlord shall, at Landlord's own cost and expense, during the term of this Lease provide maintenance and repairs to the Premises including but not limited to:

- (i) roof, sidewalls, structural supports, exterior windows and foundation of the Premises
- (ii) septic system and water well systems
- (iii) electrical system, plumbing system and heating, air conditioning and ventilation system components.
- (iv) fire alarm system, overhead lighting system (including bulb replacement)
- (v) landscaping (including trimming, mowing, planting, mulching and fertilizing as needed).
- (vi) Pest Control
- (vii) Security and fire alarm system monitoring (currently provided)
- (viii) The private street serving the property to keep it passable

Unless otherwise stated on Schedule A, Landlord shall provide regular and ongoing maintenance on an as needed basis.

However, in no event shall Landlord be responsible for (and Tenant will be responsible for):

- (i) any maintenance, repair or replacement required by this Lease to be made by Landlord that are rendered necessary by the negligence of or the abuse of Tenant its employees, agents, subtenants, licensees or invitees; or
- (ii) any damages resulting from Landlord's failure to make any repairs required by this Lease to be made by Landlord unless Tenant provides written notice to Landlord specifying the need for repairs and Landlord fails to make the repairs within thirty (30) days after Tenant gives notice.

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

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

14. **TENANT'S RESPONSIBILITY FOR MAINTENANCE & REPAIRS:** Tenant shall be responsible for all other maintenance of the Leased Premises not specified as the responsibility of Landlord above. Tenant shall be responsible for the regular maintenance and good condition of all interior surfaces including floors, doors, ceilings, and walls. Tenant shall not be responsible for ordinary wear and tear or for major damage or destruction caused by casualty or disaster for which there is insurance coverage.

15. **TRADE FIXTURES and IMPROVEMENTS:** Any additions, fixtures, or improvements placed or made by the Tenant in or upon the Leased Premises, which are permanently affixed to the Leased Premises and which cannot be removed without unreasonable damage to said premises, shall become the property of the Landlord and remain upon the premises as a part thereof upon the termination of this Lease. All other additions, fixtures, or improvements, to include trade fixtures, furniture and equipment, and similar

items, which can be removed without irreparable damage to the leased premises, shall be and remain as the property of the Tenant and may be removed from the leased premises by the Tenant upon the termination of this lease. Tenant is permitted to make alterations and improvements to the Leased Premises and shall bear the expense of such improvements not otherwise the responsibility of Landlord. Tenant shall obtain Landlord's written consent before making any alterations or changes to the building or Leased Premises, such consent shall not be unreasonably withheld.

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

17. NOTICE: Any notices to be given by either party to the other under the terms of this Agreement shall be in writing and shall be deemed to have been sufficiently given if delivered by hand, with written acknowledgement of receipt, mailed by certified mail, return receipt requested, or delivered by receipt controlled express service, to the other party at their respective business addresses listed below:

Landlord: Cumberland County
117 Dick Street-Courthouse
Fayetteville, North Carolina 28301
Attn: County Manager

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

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

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

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

21. EVENTS OF DEFAULT/TERMINATION:
a.) The occurrence of any of the following shall constitute an Event of Default and breach of this Lease:

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

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

c.) Termination. In the event Tenant is unable to use the Leased Premises for the purpose of providing behavioral health, substance abuse, intellectual and developmental disability and physical health services, including a Group Home before the expiration of this Lease, then this Lease shall be immediately terminated upon 10 days written notice. On or before the termination date or date of expiration, Tenant shall vacate and surrender the Leased Premises to Landlord.

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

22. OCCUPANCY AND QUIET ENJOYMENT: Landlord promises that Tenant shall have quiet and peaceable possession and occupancy of the Leased Premises in accordance with the terms of this Lease, and that Landlord will defend and hold harmless the

Tenant against any and all claims or demands of others arising from Tenant's occupancy of the premises or in any manner interfering with the Tenant's use and enjoyment of said premises

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

Landlord: County of Cumberland

By: _____
Amy Cannon, County Manager
117 Dick Street, Fayetteville, North Carolina

Tenant: Alliance Health

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

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

Sara Pacholke, Finance Director

Attached hereto and incorporated herein:
Schedule A – Landlord Repair and Maintenances Schedule

Schedule A – Landlord Maintenance Schedule
162 Sally Hill Circle Fayetteville, NC 28306, North Carolina

The Leased Premises includes a 3 bedroom 2 bath approx. 2,976 sq. ft. residential structure to be occupied by adolescents and provider staff. In order to ensure the property remains in good condition and is safe for the intended use, Landlord agrees to provide maintenance pursuant to the following schedule. If not listed below, maintenance and repairs required by the Lease, section 13, shall be made as needed.

- Inspect and Pump Septic system every 2-3 years, or more often as needed. Alternative systems with electrical float switches, pumps, or mechanical components should be inspected more often, generally once a year
- Regular services related to the landscaping and grassed areas, including trimming, mowing, mulching as needed
- Pest control inspection annually, treatment as necessary
- Roof inspection annually or as may be needed (i.e. after major storms)
- Clean gutters seasonally as needed
- Air filter replacement every 3-5 months
- Water heater maintenance (flushed) 1 to 2 times per year
- Evaluate water well annually by a licensed or certified water well systems professional
- Annual mechanical and fire inspections
- Annual fire extinguisher maintenance and inspections
- Annual fire alarm system inspection by an outside vendor and submitted to the local Fire Marshall. Repairs made as needed.



OFFICE OF THE COUNTY ATTORNEY

MEMORANDUM FOR THE AGENDA OF THE APRIL 8, 2021
AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COUNTY ATTORNEY

DATE: 3/31/2021

**SUBJECT: REQUEST OF THE TOWN OF LINDEN TO RELINQUISH ITS
JURISDICTION TO THE COUNTY FOR MINIMUM HOUSING CODE
ENFORCEMENT**

Requested by: TOWN OF LINDEN

Presenter(s): COUNTY ATTORNEY

BACKGROUND

On November 17, 2020, the Town of Linden Board of Commissioners adopted a formal resolution to subject the jurisdiction of the Town of Linden to the County's Minimum Housing Code and to request the Board of County Commissioners to accept the jurisdiction of the Town of Linden for this purpose and apply and enforce the County's Minimum Housing Code within the town's jurisdiction. A copy of the Resolution is attached.

The Town of Linden and the County have the authority to undertake this transfer of jurisdiction and application of the County's Minimum Housing Code pursuant to N.C.G.S. § 160D-202. Chapter 160D is new and is in effect now, but it allows the existing local Minimum Housing Ordinances to also remain in effect until July 1, 2021. (Session Law 20-25, Section 51.(a) and (b)) Staff is currently working on revisions to the County's Minimum Housing Code. The process by which the County may accept the jurisdiction of a town and apply the County's ordinance requires that both governing boards adopt formal resolutions and the County will have to amend its Ordinance to include the town's jurisdiction. The Ordinance amendment will require a public hearing.

This action requested by the Town of Linden is what the Board of Commissioner approved for the Town of Wade.

RECOMMENDATION / PROPOSED ACTION

The Board may accept the jurisdiction of the Town of Linden for the purpose of applying and enforcing the County's Minimum Housing Code as set forth in Article IV, Chapter 4, *Cumberland County Code* by adopting the resolution set out as follows:

Cumberland County Board of Commissioners
Resolution to Accept the Jurisdiction of the Town of Linden for the
Application and Enforcement of the County's Minimum Housing Code

Whereas, N.C.G.S. § 160D-202 authorizes a town to relinquish its jurisdiction to a county for the application and enforcement of the county's Minimum Housing Code and authorizes a county to accept such jurisdiction to apply and enforce its Minimum Housing Code; and

Whereas, on November 17, 2020, the Town of Linden Board of Commissioners adopted a resolution relinquishing its jurisdiction to the County of Cumberland for the purpose of applying and enforcing the County's Minimum Housing Code, being Article IV, Chapter 4, *Cumberland County Code*, with a copy of the Town's resolution being attached hereto.

Now therefore, be it resolved that the Cumberland County Board of Commissioners do accept the jurisdiction of the Town of Linden for the application and enforcement of the County's Minimum Housing Code, being Article IV, Chapter 4, *Cumberland County Code*.

Be it further resolved that the County's Minimum Housing Code, being Article IV, Chapter 4, *Cumberland County Code*, shall be amended to include the jurisdiction of any town within Cumberland County which requests to relinquish its jurisdiction to the County for this purpose and for which the Cumberland County Board of Commissioners accepts such jurisdiction.

Be it further resolved that the effective date of the application of the County's Minimum Housing Code within the jurisdiction of the Town of Linden shall be the date the amendment expanding the jurisdiction of the Cumberland County Minimum Housing Code is adopted by the Board of Commissioners after public hearing.

Adopted April ____, 2021.

Cumberland County Board of Commissioners
By:

Charles Evans, Chair

ATTACHMENTS:

Description	Type
Linden Resolution for MH Enforcemen	Backup Material
Linden Request	Backup Material

RESOLUTION NO. 2020-1

**RESOLUTION SUBJECTING THE TOWN OF LINDEN TO THE MINIMUM HOUSING
STANDARDS OF CUMBERLAND COUNTY**

WHEREAS, the Town of Linden Board of Commissioners desires to voluntarily subject the Town of Linden to the specific provisions of the Cumberland County Code, Article IV, Minimum Housing Code; and

WHEREAS, the Town of Linden Board of Commissioners desires to subject the Town of Linden to the jurisdiction of the Cumberland County's Code Enforcement Division of the Department of Planning and Inspections; and

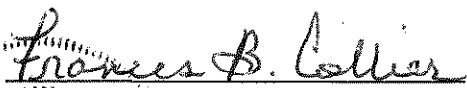
WHEREAS, the Town of Linden Board of Commissioners desires to comply with N.C.G.S. 160D-202 *et seq.* pursuant to which a county may, on request of a city council, exercise any or all of the powers contained in N.C.G.S. 160D-1201 local government may enact minimum housing standards and provide for the enforcement thereof.

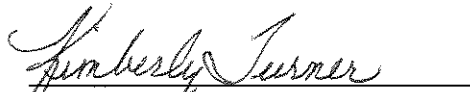
NOW, THEREFORE, BE IT RESOLVED that the Town of Linden Board of Commissioners approves and adopts this Resolution to approve the application of Article IV, Minimum Housing Code of the Cumberland County Code within the corporate limits of the Town of Linden, pursuant to N.C.G.S. 160D-1201 *et seq.*; and further requests the Cumberland County Board of Commissioners to accept the jurisdiction of the Town of Linden for this purpose and apply and enforce the Cumberland County Code, Article IV, Minimum Housing Code, within the jurisdiction of the Town of Linden.

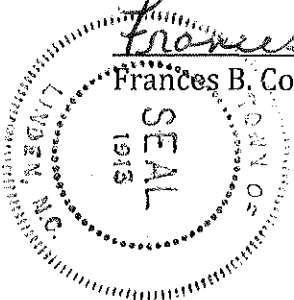
Adopted and effective this 17th day of November, 2020.

TOWN OF LINDEN

ATTEST:


Frances B. Collier, Mayor


Kimberly Turner, Town Clerk



YARBOROUGH, WINTERS & NEVILLE, P.A.

Attorneys at Law

115 E. Russell Street
Fayetteville, North Carolina 28301

Garris Neil Yarborough
Hugh Addison Winters, III
J. Thomas Neville
Timothy C. Smith

Telephone: (910) 433-4433
Facsimile: (910) 433-2233
www.ywnlaw.com

J. Thomas Neville jtn Neville@ywnlaw.com

March 24, 2021

Mr. Rick Moorefield, Esq.
Cumberland County Attorney's Office
P.O. Box 1829
Fayetteville, NC 28302

Re: Town of Linden Minimum Housing Resolution

Dear Rick:

This letter is written on behalf of my client, the Town of Linden. I recently provided you with the Town of Linden's Resolution Subjecting the Town of Linden to the Minimum Housing Standards of Cumberland County (Town of Linden Resolution N0. 2020-1). My client hereby requests that Cumberland County Board of Commissioners take action on this matter and accept the jurisdiction of the Town of Linden for the purpose stated in the resolution and apply and enforce the Cumberland County Code, Article IV, Minimum Housing Code with the jurisdiction of the Town of Linden. Please present the resolution to the Cumberland County Board of Commissioners at the earliest session.

If you need anything else from me, please let me know. Thank you for cooperation in this matter.

Thank you,

Yarborough, Winters & Neville, P.A.



J. Thomas Neville
Attorney at Law

JTN/kk
cc: Town of Linden



FINANCE OFFICE

MEMORANDUM FOR THE AGENDA OF THE APRIL 8, 2021
AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: VICKI EVANS, FINANCE DIRECTOR

DATE: 3/29/2021

SUBJECT: UPDATE ON GRANTS MANAGEMENT ACTIVITIES

Requested by: AMY CANNON, COUNTY MANAGER

Presenter(s): VICKI EVANS, FINANCE DIRECTOR

BACKGROUND

The Grants Manager position was filled in August 2020. Finance Director will be providing an update on the position's activities since being hired as well as plans for the future moving forward.

RECOMMENDATION / PROPOSED ACTION

No action needed - for discussion purposes only.



FINANCE OFFICE

MEMORANDUM FOR THE AGENDA OF THE APRIL 8, 2021
AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: VICKI EVANS, FINANCE DIRECTOR

DATE: 3/29/2021

SUBJECT: FINANCIAL REPORT

Requested by: AMY CANNON, COUNTY MANAGER

Presenter(s): NA

BACKGROUND

The attached financial report shows results of the general fund for fiscal year 2021, February year-to-date. Additional detail has been provided on a separate page explaining percentages that may appear inconsistent with year-to-date budget expectations.

RECOMMENDATION / PROPOSED ACTION

No action needed - for discussion and information purposes only.

ATTACHMENTS:

Description

Monthly Financial Report

Type

Backup Material

**County of Cumberland
General Fund Revenues**

REVENUES	FY19-20 AUDITED	FY20-21 ADOPTED BUDGET	FY20-21 REVISED BUDGET	YTD ACTUAL (unaudited) AS OF February 28, 2021	PERCENT OF BUDGET TO DATE	*
Ad Valorem Taxes						
Current Year	\$ 166,739,244	\$ 165,908,675	\$ 165,908,675	\$ 163,945,872	98.8%	(1)
Prior Years	817,964	897,000	897,000	1,261,632	140.7%	
Motor Vehicles	20,340,183	19,955,512	19,955,512	12,746,164	63.9%	(2)
Penalties and Interest	773,447	712,000	712,000	363,694	51.1%	
Other	835,588	1,025,000	1,025,000	657,997	64.2%	
Total Ad Valorem Taxes	189,506,426	188,498,187	188,498,187	178,975,359	94.9%	
Other Taxes						
Sales	47,282,838	41,542,711	41,542,711	21,944,526	52.8%	(3)
Real Estate Transfer	1,689,875	1,450,000	1,450,000	1,337,377	92.2%	
Other	909,559	959,000	959,000	250,545	26.1%	
Total Other Taxes	49,882,272	43,951,711	43,951,711	23,532,448	53.5%	
Unrestricted & Restricted Intergovernmental Revenues	61,437,895	68,389,413	75,048,559	35,630,043	47.5%	(4)
Charges for Services	14,524,383	13,072,456	13,072,456	7,260,324	55.5%	(5)
Other Sources (includes Transfers In)	3,048,166	1,710,608	1,812,837	836,905	46.2%	
Lease Land CFVMC	4,012,056	4,012,056	4,012,056	4,313,522	107.5%	
Total Other	7,060,222	5,722,664	5,824,893	5,150,427	88.4%	
Total Revenue	\$ 322,411,198	\$ 319,634,431	\$ 326,395,806	\$ 250,548,602	76.8%	
Fund Balance Appropriation		8,663,701	18,064,169	-	0.0%	
Total Funding Sources	\$ 322,411,198	\$ 328,298,132	\$ 344,459,975	\$ 250,548,602	72.7%	

County of Cumberland
General Fund Expenditures

DEPARTMENTS	YTD ACTUAL					PERCENT OF BUDGET TO DATE	**
	FY19-20 AUDITED	FY20-21 ADOPTED BUDGET	FY20-21 REVISED BUDGET	(unaudited) AS OF February 28, 2021			
Governing Body	\$ 612,702	\$ 674,975	\$ 693,619	\$ 420,867		60.7%	
Administration	1,682,579	1,814,947	1,835,664	1,003,161		54.6%	
Public Affairs/Education	661,051	885,902	898,331	464,340		51.7%	
Human Resources	1,009,126	1,009,875	1,028,519	560,000		54.4%	
Print, Mail, and Design	643,314	756,378	764,664	476,999		62.4%	
Court Facilities	114,371	156,220	156,220	38,154		24.4%	(1)
Facilities Maintenance	967,335	1,202,491	1,419,688	717,556		50.5%	
Landscaping & Grounds	690,227	702,394	727,182	445,093		61.2%	
Carpentry	211,909	228,058	234,273	135,501		57.8%	
Facilities Management	1,259,321	1,523,436	1,557,880	884,654		56.8%	
Public Buildings Janitorial	784,441	870,951	1,044,344	596,767		57.1%	
Central Maintenance	590,365	672,722	711,468	414,992		58.3%	
Information Services	5,552,864	5,323,420	6,073,408	3,236,883		53.3%	
Board of Elections	1,400,349	1,673,589	2,083,957	1,560,936		74.9%	(2)
Finance	1,299,307	1,418,140	1,449,215	879,413		60.7%	
Legal	631,925	807,290	936,155	400,150		42.7%	(3)
Register of Deeds	2,435,628	2,526,950	3,015,363	1,413,738		46.9%	
Tax	5,625,153	6,271,825	6,466,523	3,422,082		52.9%	
General Government Other	2,976,609	7,003,558	10,446,019	4,080,764		39.1%	(4)
Sheriff	48,610,275	53,395,158	54,612,838	29,211,378		53.5%	
Emergency Services	3,655,978	4,310,596	4,521,957	2,643,468		58.5%	
Criminal Justice Pretrial	563,625	588,662	629,211	357,539		56.8%	
Youth Diversion	31,665	35,671	35,671	18,936		53.1%	
Animal Services	3,283,993	3,484,642	3,786,204	2,090,044		55.2%	
Public Safety Other (Medical Examiners, NC Detention Subsidy)	1,062,544	1,213,209	1,213,209	705,218		58.1%	
Health	21,068,569	24,301,667	26,782,593	14,025,932		52.4%	
Mental Health	5,316,988	5,519,255	5,524,489	3,984,354		72.1%	(5)
Social Services	56,772,920	63,278,940	64,589,900	34,126,800		52.8%	
Veteran Services	426,127	452,713	465,142	268,171		57.7%	

County of Cumberland
General Fund Expenditures

DEPARTMENTS	FY19-20 AUDITED	FY20-21 ADOPTED BUDGET	FY20-21 REVISED BUDGET	YTD ACTUAL (unaudited) AS OF February 28, 2021	PERCENT OF BUDGET TO DATE	**
Child Support	4,929,310	5,595,639	5,593,567	3,199,130	57.2%	
Spring Lake Resource Administration	29,503	34,542	34,542	15,945	46.2%	
Library	10,168,162	10,036,208	10,499,284	6,017,697	57.3%	
Culture Recreation Other (Some of the Community Funding)	260,568	260,569	260,569	71,959	27.6%	(6)
Planning	2,711,212	3,271,297	3,335,814	1,860,294	55.8%	
Engineering	978,925	585,162	592,711	223,668	37.7%	(7)
Cooperative Extension	558,569	799,384	809,742	401,849	49.6%	
Location Services	192,231	257,796	269,929	131,219	48.6%	
Soil Conservation	183,211	151,537	2,707,668	94,591	3.5%	(8)
Public Utilities	85,108	87,602	94,554	58,335	61.7%	
Economic Physical Development Other	20,000	20,000	20,000	20,000	100.0%	
Industrial Park	2,220	2,212	20,087	2,091	10.4%	(9)
Economic Incentive	402,406	461,947	709,947	28,749	4.0%	(10)
Water and Sewer	20,287	250,000	400,189	103,679	25.9%	(11)
Education	94,408,174	94,411,029	94,411,029	61,889,086	65.6%	
Other Uses:						
Transfers Out	30,131,528	19,969,574	20,996,637	539,843	2.6%	(12)
TOTAL	\$ 315,022,674	\$ 328,298,132	\$ 344,459,975	\$ 183,242,024	53.2%	

Expenditures by Category	FY19-20 UNAUDITED	FY20-21 ADOPTED BUDGET	FY20-21 REVISED BUDGET	YTD ACTUAL (unaudited) AS OF February 28, 2021	PERCENT OF BUDGET TO DATE	
Personnel Expenditures	\$ 131,852,636	\$ 149,112,328	\$ 149,248,574	\$ 83,954,748	56.3%	
Operating Expenditures	151,277,149	158,589,325	172,292,427	97,937,351	56.8%	
Capital Outlay	1,761,361	626,905	1,922,337	810,082	42.1%	(13)
Transfers To Other Funds	30,131,528	19,969,574	20,996,637	539,843	2.6%	(12)
TOTAL	\$ 315,022,674	\$ 328,298,132	\$ 344,459,975	\$ 183,242,024	53.2%	

COUNTY OF CUMBERLAND

Fiscal Year 2021 - February Year-to-Date Actuals (Report Run Date: March 24, 2021)

Additional Detail

General Fund Revenues

*

- (1) **Current Year Ad Valorem 98.8%** - The bulk of revenues are typically recorded between November - January.
- (2) **Motor Vehicles 63.9%** - YTD Actual reflects 7 months of collections.
- (3) **Sales Tax 52.8%** - There is a three month lag. YTD Actual reflects 5 months of collections.
- (4) **Unrestricted/Restricted Intergovernmental 47.5%** - The majority of funds in this category are reimbursement based. The FY2021 personnel expenditures are trending lower than budget as a result of vacancies within departments which has an impact on drawing this category of revenue. There is also a typical two month lag in recording revenues.
- (5) **Charges for Services 55.5%** - The largest component of charges for services is revenue from the Board of Ed for security at 19% of budget. 57% of that revenue has been billed/collected to date. Many revenues for charges are underbudget due to the effects of COVID and some departments being closed to the public or not working at 100% capacity.

General Fund Expenditures

**

- (1) **Court Facilities 24.4%** - Expenditures are in line with past fiscal year trends at this point in the fiscal year.
- (2) **Board of Elections 74.9%** - Costs are higher than normal because of the federal election that was held in November. That trend will not continue further into the fiscal year as that was a one-time event. Department will continue to monitor budget to actual results. If needed, a budget revision will be completed to ensure expenditures do not exceed budget.
- (3) **Legal 42.7%** - Personnel costs are low as a result of multiple vacancies in the department earlier in the fiscal year.
- (4) **General Government Other 39.1%** - The revised budget includes expenditures allocating an additional \$4.7M of CARES Act funding to be utilized in this fiscal year.
- (5) **Mental Health 72.1%** - Per the agreement with Alliance Health, quarterly funds are to be transmitted at the beginning of each quarter. Three quarterly payments have been made so far this fiscal year.
- (6) **Culture Recreation Other 27.6%** - Expenditures are in line with past fiscal year trends at this point in the fiscal year.
- (7) **Engineering 37.7%** - Personnel costs are low as a result of multiple vacancies in the department.
- (8) **Soil Conservation 3.5%** - Approximately \$2.1M in USDA Grant funds were budgeted recently and are unexpended. Over \$400k in remaining grant funds from the NC Division of Soil & Water Conservation were re-appropriated recently and are unexpended.
- (9) **Industrial Park 10.4%** - Approximately \$16.5k in funds were recently moved to this organization to repair a lighted sign and to cover an increase in PWC bills due to a leak with the irrigation system. These funds are unexpended.
- (10) **Economic Incentive 4.0%** - Economic incentives are paid when the company complies.
- (11) **Water and Sewer 25.9%** - A re-appropriation in the amount of \$150,189 was approved by the BOCC on 9/8/20 but not yet utilized.
- (12) **Transfers Out 2.6%** - Transfers are often prepared toward the end of the fiscal year.
- (13) **Capital Outlay 42.1%** - The county's trend is for capital items to be purchased toward the mid-end of the fiscal year.



RISK MANAGEMENT

MEMORANDUM FOR THE AGENDA OF THE APRIL 8, 2021 **AGENDA SESSION**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: JULIE A. CRAWFORD, BENEFITS COORDINATOR

DATE: 3/23/2021

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 FY21 are up 9.86% for the month of February as compared to the same month in FY20. To provide some perspective, below is the eight-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 fiscal years 2020 and 2021. Additionally, graphs are provided in the attachment to aid in the analysis.

Year to date claims and premium payment through February	\$12,648,099
Less year to date stop loss credits	<u>(\$310,102)</u>
Net year to date claims and premium payment through February	\$12,337,997

Average monthly claims and fully insured premium (before stop loss) per fiscal year February:

FY17 \$1,387,303
FY18 \$1,467,496
FY19 \$1,826,926
FY20 \$1,553,506
FY21 \$1,581,012

RECOMMENDATION / PROPOSED ACTION

For information only – no action needed.

ATTACHMENTS:

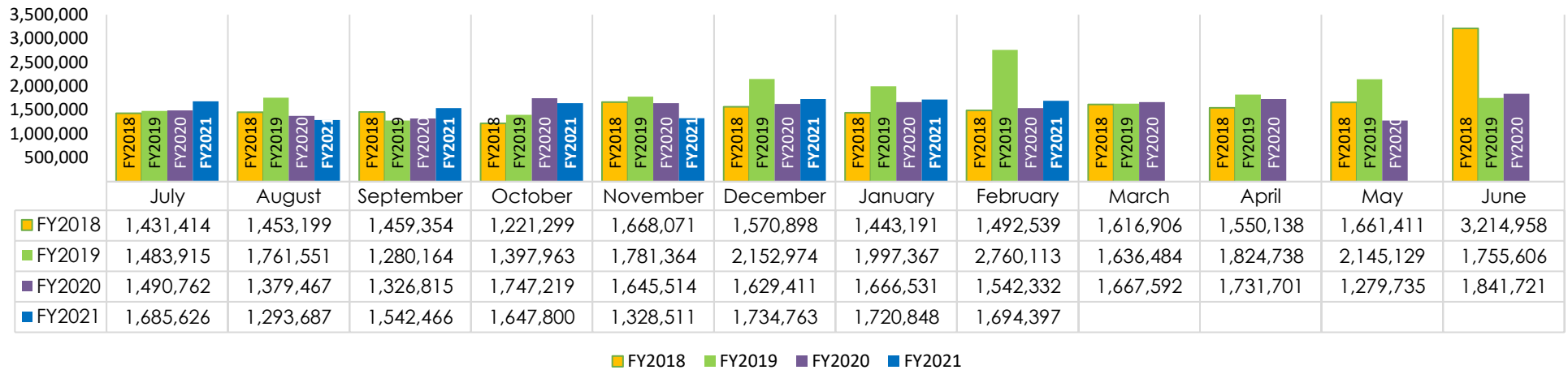
Description

Health Insurance Graphs

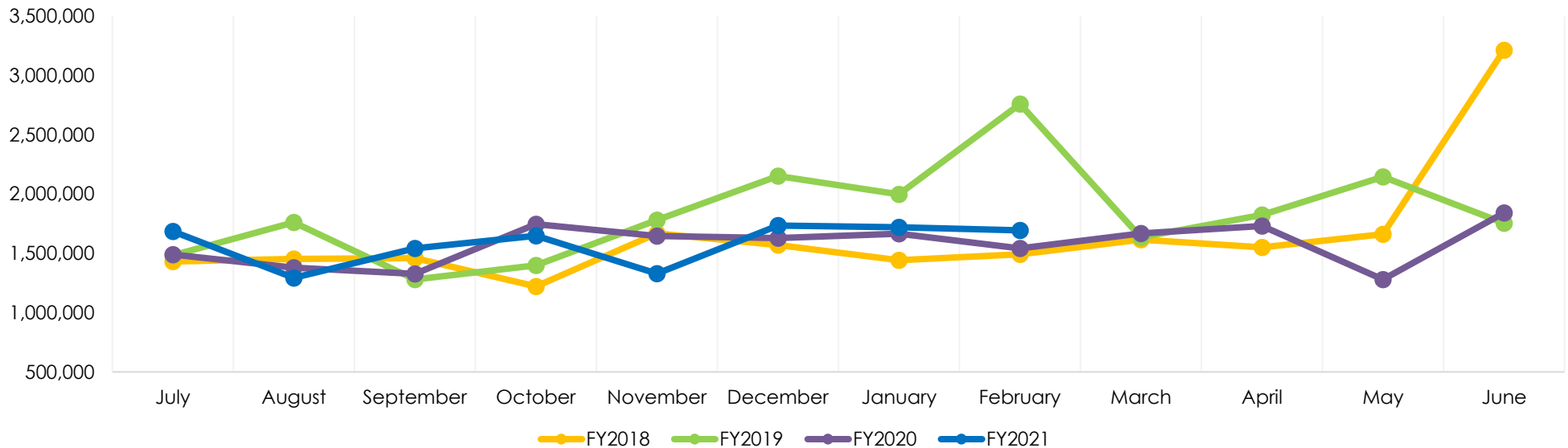
Type

Backup Material

Monthly Insurance Claims FY18-FY19 Claims & Fully Insured Premium FY20-FY21



Monthly Insurance Claims FY18 - FY19 Claims & Fully Insured Premium FY20-FY21





COMMUNITY DEVELOPMENT

MEMORANDUM FOR THE AGENDA OF THE APRIL 8, 2021 AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: DEE TAYLOR, DIRECTOR OF COMMUNITY DEVELOPMENT

DATE: 3/30/2021

**SUBJECT: COMMUNITY DEVELOPMENT BLOCK GRANT - DISASTER
RECOVERY (CDBG-DR) 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 project funded through the Community Development Block Grant Disaster Recovery Program. The attached report is an update on the status of the project (Robin's Meadow Permanent Supportive Housing) undertaken by Cumberland County.

RECOMMENDATION / PROPOSED ACTION

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

ATTACHMENTS:

Description	Type
Cumberland County Disaster Recovery Programs Update	Backup Material

CUMBERLAND COUNTY DISASTER RECOVERY PROGRAMS UPDATE
FOR THE APRIL 8, 2021
BOARD OF COMMISSIONERS' AGENDA SESSION

Status as of March 30, 2021:

Milestones/Activities (beginning with the most recent activity):

- Project is still pending the City of Fayetteville's final commercial review. The Wooten Company submitted an updated project schedule. It is anticipated that construction will be completed June 2022.
- NCORR completed its review of the construction project manual.
- The construction project manual prepared by The Wooten Company was sent to NCORR for review. Invitation to Bid for the construction of the project are expected to be posted within the next month pending the City of Fayetteville's final commercial review and NCORR's final review of the construction project manual;
- NCORR held a technical assistance session with Community Development Staff (Sylvia McLean and Dee Taylor) on December 16, 2020 to ensure Community Development is carrying out the requirements of the agreement and the CDBG-DR program. NCORR staff included Dan Blaisdell, Bill Blankenship, Joe Brook, Mary Glasscock, Tracey Colores, and Kristina Cruz;
- A letter (dated July 28, 2020) was sent to NCORR requesting additional CDBG-DR funds in the amount of \$1,000,000 to cover construction and supportive services. A follow-up was made with NCORR regarding the status of the request and Community Development had to submit a revised letter (dated October 21, 2020) to clarify the amount requested. Community Development is still waiting to receive a response from NCORR regarding the status of the request;
- The Wooten Company submitted a revised project schedule. Community Development submitted a request to NCORR to extend the deadline to obligate funds to March 9, 2021;
- Robins Meadow Permanent Supportive Housing Project/Community Recovery Infrastructure - A/E Services – The Wooten Company is providing construction administration services and completing the construction document phase. The firm had submitted documents to City of Fayetteville Technical Review Committee and Engineering Review Committee to complete the final review process;
- DRA-17 & HMGP Projects – County completed acquisition and demolition of 10 properties;
- Robins Meadow Permanent Supportive Housing Project/Community Recovery Infrastructure – received project specific award letter January 23, 2020; and
- NCORR executed SRA with County December 17, 2019.

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



COMMUNITY DEVELOPMENT

MEMORANDUM FOR THE AGENDA OF THE APRIL 8, 2021 **AGENDA SESSION**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: DEE TAYLOR, DIRECTOR OF COMMUNITY DEVELOPMENT

DATE: 3/30/2021

SUBJECT: COMMUNITY DEVELOPMENT UPDATE

Requested by: AMY H. CANNON, COUNTY MANAGER

Presenter(s): COMMUNITY DEVELOPMENT STAFF

BACKGROUND

This report provides a quarterly update on projects and activities being implemented through the Community Development Department for the Program Year period beginning July 1, 2020 and ending June 30, 2021. The funding sources used to carry out the projects and activities include the Community Development Block Grant (CDBG), Home Investment Partnerships Program (HOME), Continuum of Care (CoC) Program, CDBG-CV, Emergency Rental Assistance Program, and general funds.

RECOMMENDATION / PROPOSED ACTION

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

ATTACHMENTS:

Description	Type
Community Development Update	Backup Material

COMMUNITY DEVELOPMENT UPDATE
FOR THE APRIL 8, 2021
BOARD OF COMMISSIONER'S AGENDA SESSION

Projects Status as of March 30, 2021

FUNDING SOURCES

- U.S. Department of Housing and Urban Development (HUD)
 - Community Development Block Grant (CDBG)
 - Home Investment Partnerships Program (HOME)
 - Continuum of Care Program
- U.S. Department of Treasury
 - Emergency Rental Assistance Program
- Local General Funds

NEW PROJECTS / ACTIVITIES

Three-Year Homelessness Strategic Plan

On January 19, 2021, Cumberland County issued a Request for Proposal to seek a consultant to analyze the provision of the homeless services delivery system in Cumberland County and develop a three-year actionable homelessness strategic plan. The scope of analyzation includes but is not limited to, reviewing existing services, identifying gaps and duplications across programs and services, and recommending improvements to the community's homeless service delivery system. Proposals were due February 19, 2021. The selection committee recommended OrgCode Consulting, Inc. The Consultant has begun implementing activities identified under Phase I of the Scope of Services which entails assessing current programs and resources available in the community for the target population. The plan is expected to be completed by June 2021.

Emergency Rental Assistance Program

In January 2021, the U.S. Department of Treasury allocated \$3,735,545 to Cumberland County and \$6,383,863 to the City of Fayetteville to implement the Emergency Rental Assistance Program established by section 501 of Division N of the consolidated Appropriations Act, 2021, Pub. L. No 116-260 (December 27, 2020). Cumberland County and the City of Fayetteville issued a joint Request for Proposal (RFP) on February 10, 2021 to seek a qualified firm to administer the Emergency Rental Assistance Program (ERAP). Five proposals were received in response to the RFP. The selection committee has made its recommendation for a consultant. The agreement is pending final approval from the Board of Commissioners.

Request for Applications

The Community Development Department is currently seeking qualified applicants to submit applications for affordable housing development, public facilities / improvements, public services (human services), and economic development activities. The deadline for application submission is April 23, 2021.

PROJECTS AND ACTIVITIES FOR JULY 1, 2020 – JUNE 30, 2021 FUNDING CYCLE

Public Services (Total awards = \$575,000 in CDBG funds)

- Better Health of Cumberland County (\$80,000) - to provide prescription medication, eye exams, eyeglasses, dental extractions, and transportation assistance to low to moderate income persons.
- Cape Fear Valley Hospital / Cumberland County Medication Access Program (\$30,000) - For prescription medication and supplies. Will serve low to moderate income persons.

- Cumberland HealthNET (\$80,000) - For two Homeless Coordinated Entry Specialists positions, supplies, and printing.
- Endeavors (\$95,000) - To provide case management, rent/mortgage assistance, and utility payment assistance for those who are homeless or at-risk of being homeless.
- Fayetteville Urban Ministry (\$145,000) - For case management, housing assistance, services, and supplies. Will serve those who are homeless or at-risk of being homeless.
- Kingdom Community Development Corporation (\$95,000) - To provide case management, rent/mortgage assistance, and utility payment assistance for those who are homeless or at-risk of being homeless. Agency is located in Spring Lake.
- The Salvation Army (\$50,000) - For shelter operating costs (supplies, rent, utilities, food, and maintenance). Will serve homeless individuals and families.

Note: CDBG funds normally have a cap of 15% of total allocation, which limits the amount that Community Development can award to public service activities. However, for the Program Years 2019 and 2020, the U.S. Department of Housing and Urban Development (HUD) suspended the cap during the COVID-19 crisis. This allowed Community Development to fund more agencies that provide human services such as rental assistance and health services.

Affordable Housing Development (Total Awarded = \$497,700 in CDBG and \$500,000 in HOME funds)

- Action Pathways (\$113,300) – For rehabilitation of two housing units. Pending environmental review clearance. This project will benefit low to moderate income residents.
- Hillside – FMHA LLC (\$187,400) – Installation of HVAC units at a senior complex. The Fayetteville Metropolitan Housing Authority has begun work. Anticipates completion within the next 45 days.
- Kingdom Community Development Corporation (\$197,000 in CDBG and \$500,000 in HOME funds) – For acquisition and construction of affordable housing units located in Spring Lake. Pending purchasing contract.

Special Economic Development Activities

Community Development provided a conditional award letter to an applicant with an allocation amount of \$500,000 pending commitments from other funding sources and environmental review clearance. The estimated number of full-time equivalent jobs to be created is 100, with at least 51 jobs targeting low to moderate income persons.

CDBG-CV Funds (2nd Allocation) – Cumberland County received a second allocation of CDBG-CV funding from HUD in the amount of \$435,210, bringing the total allocation for CDBG-CV funds to \$944,404. An amendment to the Program Year 2019 Annual Action Plan was submitted to HUD to outline how funds will be allocated. The Community Development Department recommended the following allocations:

CDBG-CV	Allocation
FY-19-20 CDBG-CV	\$944,404
Administration	\$100,000
Public Services (Human Services)	\$500,404
Economic Development	\$344,000
Total CDBG-CV Allocations	\$944,404

Update on expenditures:

- **Small Business Resiliency Program** – Application process was reopened and will remain open until funds are no longer available. Awards have been provided to 23 businesses totaling approximately \$206K.
- **Public Services** – CDBG-CV funds will also be used to fund agencies providing public services. The Department of Public Health has been awarded \$226,000 to expand health services related to COVID-19.
- Community Development is partnering with nonprofit agencies to use funds towards public services to assist with rental/utility payments and other unmet needs and administration (not to exceed 20% of the total).

OTHER ONGOING PROJECTS AND ACTIVITIES

Housing Rehabs (owner-occupied and rental)

Public Facilities Rehab:

- Myrover-Reese Fellowship Home – serves individuals who are homeless and have a substance use disorder.
- Family Endeavors' Reveille Retreat transitional housing – serves those who are homeless.

Disaster Recovery

Currently have a contract with The Wooten Company for construction documents, bidding, and construction administration in the amount not to exceed \$90,573. The Wooten Company presented the Robin's Meadow design before the Board of Commissioners on June 11, 2020. The contract was approved by the Board on June 15, 2020. The Wooten Company has finalized documents and plans with the Fayetteville Technical Review Committee. Bids for the construction of Robin's Meadow is expected to be released within the next month.

Fayetteville / Cumberland County Continuum of Care (CoC) on Homelessness

The CoC Board meeting is held the fourth Monday of every month at 4:00 p.m.

Robin's Meadow Transitional Housing (Grant Cycle: July 1, 2020 – June 30, 2021) - \$80,517

County-owned property (12 apartment style units) is provided as transitional housing for homeless families with children. Cumberland County Community Development currently serves as grantee but will eventually transfer grantee responsibilities to another agency through a Request for Proposal process.

Safe Homes for New Beginnings (Grant Cycle: December 1, 200 – November 30, 2021) - \$59,957

Community Development currently partners with Family Promise (formerly Cumberland Interfaith Hospitality Network) for the provision of housing units and case management. Community Development is planning to transfer grantee responsibilities to Family Promise, pending the CoC approval.

Emergency Solutions Grant – CV

Cumberland County Community Development serves as the Collaborative Applicant / Lead Agency on behalf of the CoC in the submission of grant applications to the State for Emergency Solutions Grant. Each year the State allocates approximately \$129K for the Fayetteville / Cumberland County area. Last year, the State allocated an additional amount of ESG (COVID-19) funding in the amount of \$440,882 during round 1 of allocations and \$1,324,147 during round 2 of allocations to be used for Crisis Response (shelter operations & services), Housing Stability (rapid rehousing and homeless prevention), and street outreach. Community Development posted a Request for Proposal during both rounds of allocations on behalf of the CoC. All project applications were submitted along with the collaborative application by July 17th to the State for round 1. The State awarded ESG-CV funding to Endeavors in the amount of \$334,442 for housing stability and to the Salvation Army in the amount of \$106,400 for crisis response. For Round 2, Endeavors, Inc. was awarded funding to provide rental assistance and supportive services.

Homeless Initiative (City and County) – The next Homeless Committee meeting is TBD.



OFFICE OF THE COUNTY MANAGER

MEMORANDUM FOR THE AGENDA OF THE APRIL 8, 2021
AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: DUANE T. HOLDER, DEPUTY COUNTY MANAGER

DATE: 3/26/2021

SUBJECT: CORONAVIRUS RELIEF FUNDS (CRF) PLAN UPDATE

Requested by: AMY H. CANNON, COUNTY MANAGER

Presenter(s): DUANE T. HOLDER, DEPUTY COUNTY MANAGER

BACKGROUND

During the initial round of CARES Act funding, Cumberland County Government was the recipient of \$12,220,383 of Coronavirus Relief Funds (CRF). Per State of North Carolina mandate, the County was required to make \$3,055,096 of the total funds available for appropriation for any municipalities in the County requesting funding for eligible expenses. The County was able to pull down the balance of available funds through reimbursement of eligible expenses and activities.

At the September 8, 2020 regular meeting, the Board approved the County's Modified CRF Plan and also approved the expenditure of \$5,631,641 funding made available as the result of federal funds. Staff will provide a monthly update of expenditures for the approved projects.

RECOMMENDATION / PROPOSED ACTION

For information only - no action needed

ATTACHMENTS:

Description

CRF PLAN UPDATE

Type

Backup Material

CORONAVIRUS RELIEF FUND (CRF)
AUTHORIZED PROJECT STATUS
AS OF FEBRUARY 28, 2021

Approved Project	Original Budget	YTD Actual + Encumbrance	Alternate Expenditures	Remaining
Protective Barriers	\$ 32,030	\$ 26,221	\$ -	\$ 5,809
Office/Workspace Modifications	693,929	71,257	14,233	627,718
Other Expenses	296,835	83,951	131,623	81,261
Public Health COVID Response	1,300,000	-	456,815	1,057,901
Technology	2,538,847	2,532,750	-	6,097
Virtual Learning Centers	270,000	120,323		149,677
Volunteer Fire Departments	500,000	500,000		-
APPROVED PLAN TOTAL	\$ 5,631,641	\$ 3,334,502	\$ 602,671	\$ 1,928,462



ASSISTANT COUNTY MANAGER - ENVIRONMENTAL/ COMMUNITY SAFETY

MEMORANDUM FOR THE AGENDA OF THE APRIL 8, 2021
AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: JERMAINE WALKER, COUNTY ENGINEER

DATE: 4/1/2021

SUBJECT: PROJECT UPDATES

Requested by: BOARD OF COMMISSIONERS

Presenter(s): JERMAINE WALKER, COUNTY ENGINEER

BACKGROUND

Please find attached the monthly project update report for your review.

RECOMMENDATION / PROPOSED ACTION

No action is requested. This is for information only.

ATTACHMENTS:

Description

March 2021 Monthly Project Update

Type

Backup Material

MONTHLY PROGRESS REPORT

Project Location	Contract Amount	Project Status	Contract Start Date	Contract Duration
Spring Lake Family Resource Center, Chiller Replacement	\$197,000.00	Boilermasters was low bidder. Chairman signed contract. 3/19 - with Legal for approval		90 days
LEC Elevator Modernization Project	\$1,362,557.00	Work on all 3 elevators is complete. DOL has made follow up inspection and found additional deficiencies. Contractor making corrections and scheduling additional follow-up with DOL. Change order for final work with Legal for approval.	4/6/2020	179 days
BMF, Bordeaux Library, West Regional Library	\$143,284.00	Prep work has began for BMF may have to apply coating on roof the weekend of the 10th , then Bordeaux, then West Regional.	3/22/2021	90 days
Crown Coliseum Cooling Tower Replacement	\$649,000.00	Cooling Towers operational, project substantially complete. Change order work pending for drain piping, pressure gauges and actuator valve. Change order approved 3/19, PO provided to Contractor 3/22. Received C/O,work to be scheduled.	5/18/2020	93 days
Crown Coliseum Parking Lot Improvement Project (Areas 1, 2, & 3)	\$714,979.70	Project Completed. Awaiting final pay application. David Byrd said he would send this week.	3/16/2020	120 days
Crown Coliseum ADA Bathroom and Ticket Booth Renovations	\$541,217.00	Overall construction approximately 95% complete. Need to talk about what to to about toilet partitions. New toilet partitions have holes/screws to fill holes where grab bars were mounted at a incorrect location.	9/14/2020	180 days
Emergency Services Center Construction Project	\$5,963,231.00	Contractor is in the demolition phase. Plumbing demo completed; demo of walls and other trades is ongoing. Facilities preparing a pad for existing generator to be relocated to CMF.	3/8/2021	300 days