AGENDA

CUMBERLAND COUNTY BOARD OF COMMISSIONERS REGULAR AGENDA SESSION JUDGE E. MAURICE BRASWELL

CUMBERLAND COUNTY COURTHOUSE - ROOM 564 JUNE 10, 2021

1:00 PM

INVOCATION- Commissioner Michael Boose

PLEDGE OF ALLEGIANCE

- 1. APPROVAL OF AGENDA
- 2. APPROVAL OF MINUTES
 - A. May 13, 2021 Agenda Session Regular Meeting Minutes
- 3. PRESENTATIONS
 - A. NORCRESS Sewer Study Findings
 - B. Overview of Energov Services Software & Citizen Self Service (CSS)

4. CONSIDERATION OF AGENDA ITEMS

- A. Resolution to Establish a Joint Fort Bragg & Cumberland County Food Policy Council
- B. Extension of North Carolina 9-1-1 Board Grant
- C. FY21 Rural General Public Program (RGP) Contract Amendments for Rides to Vaccination Sites
- D. Cumberland County Community Transportation 2021 System Safety Plan
- E. FY22 Community Transportation Services Contract Extensions
- F. Fayetteville Area Metropolitan Planning Organization (FAMPO) Memorandum of Understanding Update
- G. Revision and Amendment of the Cumberland County Code of Ordinances for the Purpose of Bringing the Ordinance into Compliance with the Newly Adopted Chapter 160D State Statutes: (a) Chapter 4, Buildings and Building Regulations. (b) Appendix B, Subdivision Regulations
- H. Request to Initiate a Preliminary Engineering Report (PER) for the Sewer to the Shaw Heights Community
- I. Board of Commissioners' Meeting Room Update
- J. Amendment to the Flood Damage Prevention Ordinance
- K. Judge E. Maurice Braswell Courthouse Switchgear Bid Award and Associated Budget

Ordinance Amendment #B210054

- L. Change Order for LEC Elevator Modernization and Associated Budget Ordinance Amendments #B210208 and #B210171
- M. Amendment to the Purchasing Policy
- N. North Carolina Department of Health and Human Services Lease for Training Space Located at Department of Social Services
- O. Request to Increase the Age in the Precharge Misdemeanor Diversion Program
- P. Interlocal Agreement with City of Fayetteville to Install Sidewalk at North Regional Library
- Q. Request of Cumberland County ABC Board to Increase the Salary of the General Manager above the Statutory Limit
- 5. OTHER ITEMS
- 6. MONTHLY REPORTS
 - A. Financial Report
 - B. Health Insurance Update
 - C. Coronavirus Relief Funds (CRF) Plan Update
 - D. Community Development Block Grant Disaster Recovery (CDBG-DR) Update
 - E. Project Updates
- 7. CLOSED SESSION: If Needed

ADJOURN

AGENDA SESSION MEETINGS:

****There are no meetings in July****
August 10, 2021 (Tuesday) 1:00 PM



ENGINEERING AND INFRASTRUCTURE DEPARTMENT

MEMORANDUM FOR THE AGENDA OF THE JUNE 10, 2021 AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: JERMAINE WALKER, COUNTY ENGINEER

DATE: 6/2/2021

SUBJECT: NORCRESS SEWER STUDY FINDINGS

Requested by: AMY CANNON, COUNTY MANAGER

Presenter(s): JERMAINE WALKER, COUNTY ENGINEER

BACKGROUND

The Public Utilities Department has been working with Freese and Nichols, Inc. (FNI) for several months as they conducted a comprehensive sewer evaluation on the NORCRESS sewer system. The attached report is an overview of the sanitary sewer system needs and planning tool to serve as a guide to meet those needs. Included in the report are recommendations and cost estimates from Freese and Nichols to improve the lift stations and correct deficiencies within the system.

Staff, FNI and Public Works Commission (PWC) met at the Wade lift station on June 1st to verify the pump flow rate. The initial testing at the lift station indicated reduced capacity. The Wade lift station force main also connects with another lift station and force main in Eastover. If the Eastover lift station was in operation at the same time as the test, this would affect the pump flow rate in Wade. The information collected from this second test has not been incorporated into the attached report. Once the report is updated with the results of the test, staff will submit the updated report to all stakeholders.

Mr. Brian White, an engineer with FNI, will provide a presentation outlining the results from the sewer evaluation and the recommendations moving forward.

RECOMMENDATION / PROPOSED ACTION

For discussion purposes only - no action needed.

ATTACHMENTS:

Description
NORCRESS Presentation from Freese and Nichols
NORCRESS Sewer Study

Type
Backup Material
Backup Material





June 10, 2021

NORTHERN CUMBERLAND
REGIONAL SEWER SYSTEM
(NORCRESS)
COMPREHENSIVE SEWER
EVALUATION & CIP

Project Background



- NORCRESS: Sewer Service to the Towns of Falcon, Wade, Godwin
- In Operation Since 2005
- Owned by County, Operated and Maintained by Fayetteville PWC

- Previous Study Performed on the Falcon 8" Force main (2012)
 - Additional Air Release Valves
 - Chemical Feed
 - Air/Gas Entrapped

Project Area



Town of Falcon

- 4.99 miles Gravity Sewer
- 105 Sewer Manholes
- Lift Station + 8" Force Main
 - 35,363 ft Total Length

Town of Godwin

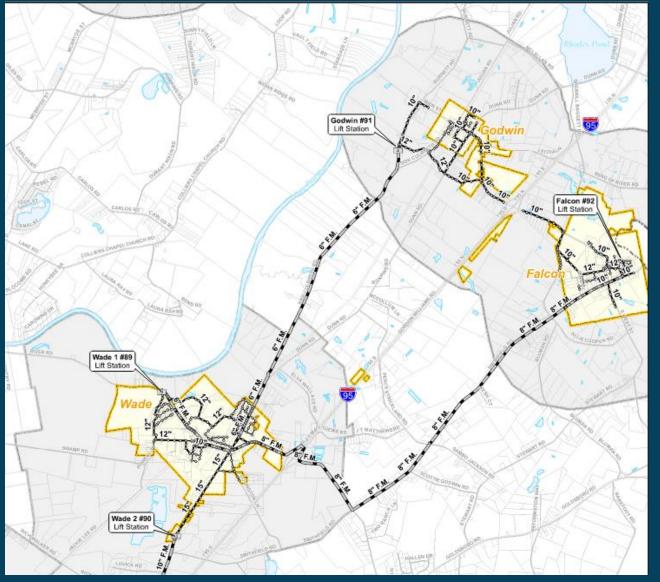
- 5.14 miles of Gravity Sewer
- 109 Sewer Manholes
- Lift Station + 6" Force Main
 - 21,981 ft Total Length

Town of Wade

- 10.45 miles of Gravity Sewer
- 211 Sewer Manholes
- Two Lift Stations + 6"/10" Force Mains
 - Wade 1 6,142 ft Total Length
 - Wade 2 11,109 ft Total Length

Existing System





Project Scope

CUMBERLAND COUNTY

- Data Collection and Review
- Hydraulic Modeling
- Asset Management
- Lift Station and Force Main Evaluation
- Wastewater Flow Monitoring
- Summary Report/Recommendations & CIP

Results



• Lift Station Condition Assessments

		Condition Rating		
1	2	3	4	5
Very Good	Good	Fair	Poor	Very Poor

Component Group	Falcon LS #92	Wade 1 LS #89	Wade 2 LS #90	Godwin LS #91
Site – Drainage, Access Drive, Security, Fencing	1.8	1.2	1.3	3.0
Instrumentation and Electrical	4.2	4.0	4.0	4.3
Wet Well	2.3	1.6	2.0	1.6
Pumps and Motors	5.0	4.0	5.0	3.5
Bypass	1.0	1.0	1.0	1.0
Odor Control	1.0	N/A	1.0	N/A
Overall Score	3.14	2.56	3.01	2.61

Results



Pump Testing Results

	Design Flowrate (gpm)	Avg. Tested Flowrate (gpm)	Percent Change
Falcon LS #92	350	164	-53%
Wade 1 LS #89	200	157	-22%
Wade 2 LS #90	700	339	-52%
Godwin LS #91	200	169	-16%

Flow Monitoring Results

	Avg. Dry Weather Flow (gpm)	Max. Wet Weather Flow (gpm)
Falcon	31	652
Wade 1	41	183
Wade 2	103	711
Godwin	27	282

Results



Flow Monitoring Results

	Wet Weather Peaking Factor	Wet Weather d/D
Falcon LS #92	21.3	> 100%
Wade 1 LS #89	4.5	19.1%
Wade 2 LS #90	6.9	34.7%
Godwin LS #91	10.5	> 100%

General recommendation for wet weather d/D is less than 100%

Rain Event

November 11, 2020

29 hrs: 6.27 inches

Design Storm

5-year, 24-hr

4.75 inches

Recommended Capital Improvements – Year 1



- Wade 2 Replace pump impeller/pumps
 - \$20,000 to \$50,000
- Falcon force main Additional Testing, SmartBall Inspection, Additional ARVs
 - \$250,000
- All Lift Stations Electrical Improvements
 - Upgrade all systems \$200,000
 - New generators \$160,000
- System-wide Inflow and Infiltration Reduction
 - Flow monitoring and Manhole Inserts
 - \$15,000 **–** \$25,000

Recommended Capital Improvements – Year 2-5



- Falcon force main Inspect, clean, replace existing ARVs
 - \$80,000
- All Lift Stations Electrical Improvements
 - Upgrade SCADA system: \$240,000
- System-wide Inflow and Infiltration Reduction
 - Flow monitoring and Manhole Inserts
 - \$15,000 **–** \$25,000

Summary of Cost Recommendations



Wade 1 Lift Station Improvements		
Electrical System Upgrade	\$ 50,000	Year 1
New Generator	\$ 40,000	Year 1
Additional Easement	\$ 15/sq ft	Year 1
SCADA Upgrade	\$ 60,000	Year 2-5

Wade 2 Lift Station Improvements		
Electrical System Upgrade	\$ 50,000	Year 1
New Generator	\$ 40,000	Year 1
Additional Easement	\$ 15/sq ft	Year 1
Replace Impellers/Pumps	\$50,000	Year 1
SCADA Upgrade	\$ 60,000	Year 2-5

Summary of Cost Recommendations



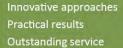
Godwin Lift Station Improvements		
Electrical System Upgrade	\$ 50,000	Year 1
New Generator	\$ 40,000	Year 1
Additional Easement	\$ 15/sq ft	Year 1
SCADA Upgrade	\$ 60,000	Year 2-5

Falcon Lift Station Improvements		
Additional Testing	\$ 250,000	Year 1
Electrical System Upgrade	\$ 50,000	Year 1
New Generator	\$ 40,000	Year 1
Additional Easement	\$ 15/sq ft	Year 1
SCADA Upgrade	\$ 60,000	Year 2-5



Thank you!







NORTHERN CUMBERLAND REGIONAL SEWER SYSTEM COMPREHENSIVE SEWER EVALUATION

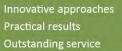
June 2021

Prepared for:



Prepared by:

FREESE AND NICHOLS, INC. 1017 Main Campus Drive, Suite 1200 Raleigh, NC 27606 919-582-5850





NORTHERN CUMBERLAND REGIONAL SEWER SYSTEM COMPREHENSIVE SEWER EVALUATION

Prepared for:

Cumberland County

DRAFT

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF BRIAN T. WHITE, P.E., NORTH CAROLINA NO. 037633 ON 6/1/2021. IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.

FREESE AND NICHOLS, INC. NORTH CAROLINA REGISTERED ENGINEERING FIRM C-3916

Prepared by:

FREESE AND NICHOLS, INC.

1017 Main Campus Drive, Suite 1200 Raleigh, NC 27606 919-582-5850

FNI Project No.: CBL20465



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Appendix B	Lift Station Electrical Assessment Report
Appendix C	Individual Lift Station Basin Flow Monitors
Appendix D	Flow Monitor Installation Reports
Appendix E	Flow Monitoring Results Graphs
Appendix F	Dry Weather Diurnal Patterns



1.0 INTRODUCTION

The Northern Cumberland Regional Sewer System (NORCRESS) is a partnership between the Towns of Godwin, Falcon, and Wade, as well as Cumberland County to provide sanitary sewer service to the residents and businesses of these areas. The systems have been in service since October 2005 and currently serves three hundred and ninety-five (395) residential and commercial customers. Cumberland County owns the collection system and contracts with Fayetteville Public Works Commission (PWC) to treat and perform the operation and maintenance work for the system. The system has 78,692 feet of force main and four lift stations.

This report has been prepared to provide the County with a comprehensive overview of the sanitary sewer system needs and a planning tool to serve as a guide to meet those needs on a short-term (5-year) and long-term (20-year) basis.

The major elements of the scope of this project included:

- Wastewater Flow Monitoring and Data Analysis
- Wastewater Lift Station Testing and Risk-Based Assessment
- Wastewater Lift Station and Force Main Evaluation
- Wastewater System Capacity Analyses



1.1 ABBREVIATIONS

Table 1-1: List of Abbreviations

Cumberland County



2.0 HYDRAULIC MODELING

2.1 MODEL BACKGROUND

Fayetteville PWC operates and maintains the NORCRESS collection system. PWC also maintains a wastewater system model of the entire drainage basin for the Cross Creek Water Reclamation Facility (WRF) which includes NORCRESS. The sewer model is maintained in Innovyze© InfoSWMM software and includes all the pipes in the NORCRESS collection system.

2.2 MODEL SUMMARY

FNI received a copy of the Cross Creek WRF basin model from PWC and reduced the model to the NORCRESS system for evaluation. The model was intended to be used to evaluate the system capacity in the NORCRESS gravity sewer network. The areas of the collection system served by NORCRESS are not areas that anticipate much growth so there were no future flow scenarios to evaluate. The model was reviewed and compared with the flow monitoring data to analyze the capacity of the existing system under current system flows and operations. The flow monitoring section of the report will discuss the existing system capacities based on the dry weather and wet weather flow analysis from the monitoring data.

The results of the flow monitoring will be shared with PWC to assist in any dry weather loading updates to the NORCRESS system with the Cross Creek system-wide model.



3.0 ASSET MANAGEMENT

The NORCRESS wastewater service area includes the Towns of Wade, Falcon and Godwin which are roughly 3.69 square miles total. Within the service area, there are approximately 35 miles of wastewater pipe including both gravity and force main which are owned by the County and maintained by PWC. Figure 3-1 shows a map of the existing wastewater collection system.

3.1 EXISTING SANITARY SEWER SYSTEM

3.1.1 Gravity Sewer

The NORCRESS wastewater collection system network consists of roughly 425 manholes and 4,336 pipe segments totaling nearly 109,000 linear feet (LF). The wastewater lines range in size from 8-inches to 15-inches for the gravity system. **Table 3-1** shows a breakdown of the linear footage of pipe by diameter for each sub-basin throughout the wastewater collection system.

Table 3-1: Collection System Length by Diameter

Diameter (inches)	Length of Pipe (LF)	Length of Pipe (miles)	Percent of Total System	
8"	7,974	1.51	7.3%	
10"	13,689	2.59	12.6%	
12"	4,660	0.88	4.3%	
Falcon	26,322	4.99	24.2%	
8"	4,180	0.79	3.8%	
10"	18,631	3.53	17.2%	
12"	4,304 0.82		4.0%	
Godwin	27,115	5.14	25.0%	
8"	27,368	5.18	25.2%	
10"	2,631	0.50	2.4%	
12"	18,079	3.42	16.6%	
15"	7,083	1.34	6.5%	
Wade	55,161	10.45	50.8%	
Total	108,598	20.57		



Figure 3-2: Gravity Sewer Inventory and Figure 3-3: Manhole Inventory below provides additional details for the gravity sewer inventory for each of the sub systems within the overall NORCRESS collection system.

Figure 3-2: Gravity Sewer Inventory **Gravity Main Summary** 30,000 25,000 20,000 Length (ft) 15,000 ■ SDR35 10,000 SDR26 DI 5,000 0 8-in 10-in 12-in 8-in 10-in 12-in 8-in 10-in 12-in 15-in 8-in Falcon Godwin Wade1 Wade2 Diameter by Lift Station Basin

Figure 3-3: Manhole Inventory Manhole Summary 200 178 180 160 140 109 120 105 100 80 ■ Total 60 33 40 20 0 Falcon Godwin Wade1 Wade2 Lift Station Basin



3.1.2 Lift Stations

The NORCRESS system includes four (4) wastewater lift stations (LS) in the Towns of Falcon (1), Godwin (1) and Wade (2). These lift stations have approximately 14 miles of associated force mains, with diameters of 6-inches, 8-inches and 10-inches. Figure 3-4 provides additional detail on the pipeline sizes and material. The Wade 2 lift station receives flow from the other three lift stations and then pumps the flow into the PWC collection system. The Wade 2 force main manifolds with the PWC Eastover LS No. 1, and then discharges to a manhole in the Town of Eastover. The County's ownership stops at the connection with the Eastover LS No. 1 force main.

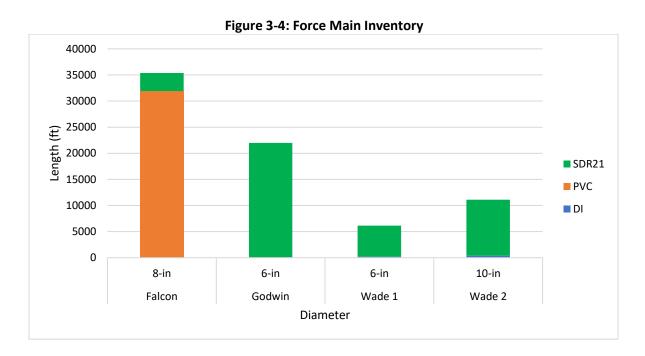


Table 3-2 shows a list of the lift stations and their location in the collection system.

Table 3-2: List of Lift Stations in NORCRESS Service Area

Lift Station Name	Location		
Falcon – LS #92	Lucas Street, Falcon, NC		
Godwin – LS #91	State Road 1812, Godwin, NC		
Wade 1 – LS #89	State Road 1714, Wade, NC		
Wade 2 – LS #90	6425 Main Street, Wade, NC		



FNI assembled a lift station inventory using data obtained from County and PWC staff, construction drawings, and lift station site visits conducted during the lift station assessment. The lift station inventory is included in **Table 3-3**: Lift Station Inventory below.

Table 3-3: Lift Station Inventory

				Capacity	Force	Main		Wet Well		Pui	mps	Influent Gra	vity Line(s)	Doo	cumentation
Name	Physical Address	Number of Pumps	(gpm)	(MGD)	Diameter (inches)	Length (LF)	Diameter (feet)	Floor Elevation (feet MSL)	Depth (feet)	Single Pump Design Flow (gpm)	Single Pump Design TDH (feet)	Diameter(s) (inches)	Invert (feet MSL)	Pump Curve	Drawings
Falcon LS #92	Lucas Street, Falcon, NC	2	350	0.5	8	35,363	8	109.8	15.48	350	108	12	116.11	Gorman Rupp T4A-B	Contract 2 Record Dwgs
Godwin LS #91	State Road 1812, Godwin, NC	2	200	0.29	6	21,981	6	113.3	14.37	200	114	12	120.3	Gorman Rupp T3A3S-B	Contract 3 Record Dwgs
Wade-1 LS #89	State Road 1714, Wade, NC	2	200	0.29	6	6,142	8	84.5	19.17	200	87	12	91.3	Gorman Rupp T4A3-B	Contract 1 A&B Record Dwgs
Wade-2 LS #90	6425 Main Street, Wade, NC	2	700	1.0	10	11,109	8	110.6	14.06	700	82	15	118.3	Gorman Rupp T6A3S-B	Contract 1 A&B Record Dwgs



3.2 LIFT STATION CONDITION ASSESSMENT

FNI performed lift station assessments that included pump testing and a condition assessment for each of the County's lift stations in the NORCRESS service area. The results of this assessment were used to determine the overall condition and functionality of each lift station and provide recommendations for the rehabilitation and long-term needs. Field testing included measuring wet well dimensions, electrical evaluation, and determining pump characteristics and performance. This section summarizes the results of the condition assessment, pump operational results, and recommendations. Complete lift station evaluation reports for each lift station are included in **Appendix A**.

Table 3-4 compares each of the lift station's design flow to the flow that was recorded during the pump test. This test is an indication of how close the pump is operating to its design point and may be an indication of poor pump performance or force main operational issues if the current operating flow is well below the design flow.

Table 3-4: Pump Design Flows vs. Pump Tested Flows

Lift Station/Pu	Lift Station/Pump		Tested Flow (gpm)	Data Source for Design Flow
Falcon – LS #92	Pump 1	350	175	Record Drawings
Faicuii - L3 #32	Pump 2	350	153	Record Drawings
Godwin – LS #91	Pump 1	200	159	Record Drawings
Godwin – L3 #91	Pump 2	200	181	Record Drawings
Wade 1 – LS #89	Pump 1	200	156	Record Drawings
waue 1 – L3 #69	Pump 2	200	157	Record Drawings
Wade 2 – LS #90	Pump 1	700	322	Record Drawings
Wade 2 – L3 #90	Pump 2	700	355	Record Drawings

The condition of each lift station was evaluated based on three main categories: civil, mechanical, and electrical. Specific components that were included within each main category are listed in **Table 3-5.**



Table 3-5: Lift Station Condition Assessment Components

Civil	Mechanical	Electrical	
Access	Bolts	Conduits	
Drainage	Fittings	Control Panel	
Bypass Pumping	Hardware	Generator	
Security	Piping – Suction	Lighting	
Site	Piping – Discharge	Motor Starters	
Structures	Pumps	Panels	
Penetrations/Joints	Valves – Check	RTU	
Wet Well	Valves – Isolation	TVSS	
Other	Valves – Other	Wiring	
	Ventilation	Other	
	Other		

Each component was inspected, tested, and assigned a score based on performance and physical condition of the component. Details on the scoring criteria are included in **Table 3-6**. The detailed lift station evaluation reports include the scoring of individual components for each lift station. Additionally, a condition matrix that tabulates each lift station's condition score across all categories is included in **Table 3-7**.

Table 3-6: Lift Station Component Condition Scoring Criteria

Score	Description
N/A	Component does not exist on the site, is not applicable, or could not be scored.
1	Component is like new, showing no signs of wear or damage. Fully functional.
2	Component is fully functional, lightly used with minimal signs of wear, damage, and
	corrosion.
3	Component has moderate signs of wear, damage, and corrosion. Component may
3	have minorly reduced functionality and does not appear to be in danger of failure.
4	Component has significant signs of wear, damage, or corrosion. Component has
4	limited functionality and appears to be in danger of failure if issues are not addressed.
Е	Component is in imminent danger of failure; functionality is reduced to marginal levels
5	or is completely non-functional.



Table 3-7: Lift Station Condition Matrix

Component Group	Falcon LS#92	Wade 1 LS #89	Wade 2 LS #90	Godwin LS #91
Site – Drainage, Access Drive, Security, Fencing	1.8	1.2	1.3	3.0
Instrumentation and Electrical	4.2	4.0	4.0	4.3
Wet Well	2.3	1.6	2.0	1.6
Pumps and Motors	5.0	4.0	5.0	3.5
Bypass	1.0	1.0	1.0	1.0
Odor Control	1.0	n/a	1.0	n/a
Overall Score	3.14	2.56	3.01	2.61

As shown in **Table 3-7**, the highest condition deficiencies observed at each station resulted from the electrical /instrumentation and pump/motor scorings. The overall condition scores indicate that Falcon is the highest scoring lift station with the poorest condition. Falcon is followed by Wade 1 and Wade 2 lift stations and Godwin which has the best overall condition score.

The electrical evaluation of the four lift stations concluded that the electrical equipment at each station is in very poor condition. The current electrical equipment is not properly rated for the hazardous area in which it is installed (enclosed in the same room as an above-grade wastewater pumping station) and poses a significant safety hazard. Electrical recommendations at each station include upgrading the electrical equipment, including backup generators, and relocating outside the buildings in NEMA 3R rated enclosures. A detailed electrical condition assessment report is included in **Appendix B**.

High condition scores in the pump/motor category are primarily attributed to the inability of the lift stations to pump at their design capacity (according to field testing results), although corrosion was also observed at several stations. The following section discusses the pump performance results in greater detail.



4.0 HYDRAULIC LIFT STATION AND FORCE MAIN EVALUATION

FNI performed a hydraulic analysis of the four (4) existing lift station/force main systems in the NORCRESS system: 1) Falcon 2) Godwin 3) Wade 1 and 4) Wade 2. The intent of this desktop analysis was to assess operational performance of the lift stations and associated force mains and to identify potential issues for further investigation, as well as the most suitable approach for their assessment.

As discussed in the previous section, FNI conducted limited field testing for each of the lift stations. The intent of the field testing was to collect data for a high-level assessment of station operations. Using the field measurements, available data from as-built drawings, staff knowledge, and GIS data, FNI produced pipe and hydraulic grade line profiles for each force main as well as low (end of service, C=120) and high (initial service, C=140) system curve plots overlaid with the associated pump curves for each station. Both low and high system curves were developed to evaluate an envelope of reasonable operating ranges. Field measured operating points determined from drawdown testing are also plotted for comparison of actual operating conditions to expected operating conditions.

All four lift stations are Gorman Rupp belt-driven suction lift pumps. Operations staff have the flexibility to adjust pump speeds to adjust pumping rates. During field testing, it was observed that both the Falcon and Godwin pumps were running at faster speeds than the max speed according to the manufacturer's pump curves. Operating pump curves for these stations were determined by applying pump affinity laws to the max speed manufacturer's pump curve.

Table 4-1 summarizes the design parameters for each of the lift stations, as reported in available record drawings.

Table 4-1: Lift Station Summary

Design Parameters	Falcon – LS #92	Godwin – LS #91	Wade 1 – LS #89	Wade 2 – LS #90
Flow	0.5 MGD	0.29 MGD	0.29 MGD	1.0 MGD
FIOW	(350 gpm)	(200 gpm)	(200 gpm)	(700 gpm)
Pump HP	30 hp	25 hp	20 hp	40 hp
Speed	1,950 rpm	2,200 rpm	1,700 rpm	1,400 rpm
Model #	T4A3S-B	T3AS-B	T4A3S-B	T6A3S-B
Impeller	9.75"	8.75"	9.75"	12.38"
Diameter	9.75	8.75	9./5	12.38



4.1 FALCON

Figure 4-1 presents the system and pump curves plot for the Falcon Lift Station. As shown in the graph, field-measured data indicates that the Falcon Lift Station pumps are operating under higher head conditions than typical headloss assumptions (C=120-140) for the system would predict, which results in decreased pumping capacity. Field testing results indicate that current operating capacity for a single pump is approximately 54% below design capacity (approximately 162 gpm compared to 350 gpm design capacity). Currently, the Falcon Lift Station pumps must operate in series to achieve pumped flows which are nearer to the lift station capacity.

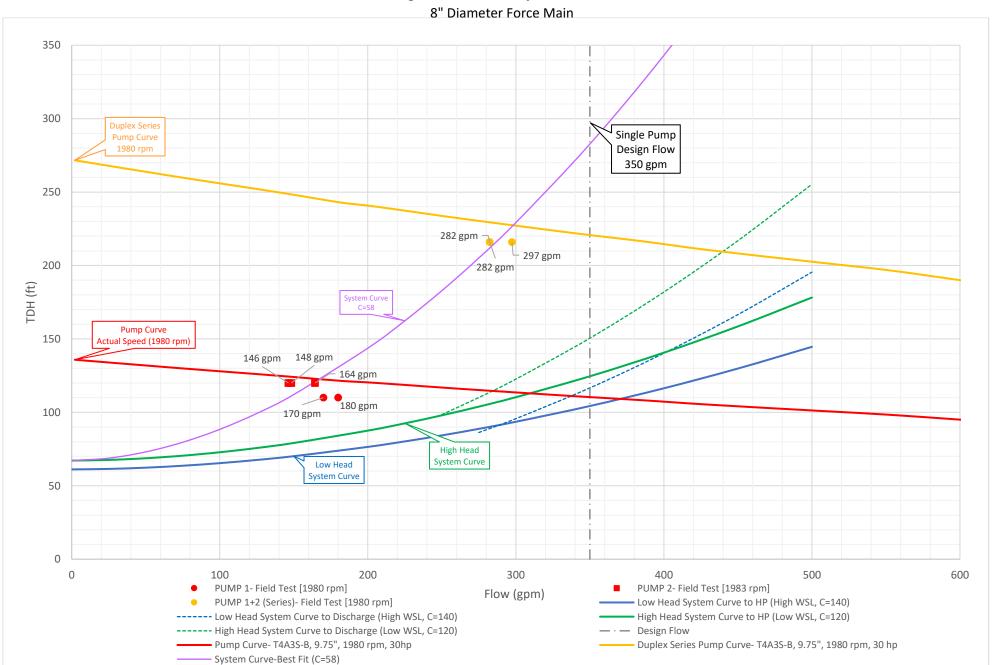
Excessive headloss induced the force main is approximately equivalent to a roughness coefficient of 58, as shown from the "best fit" system curve line. This is significantly below the NCDEQ's maximum end of service roughness coefficient for PVC of 120. The following factors may be contributing to the excessive headloss observed in the Falcon force main and require further investigation:

- Sediment/sludge/grease buildup, particularly in sag locations along the force main profile, which restricts the available cross-sectional flow area
- Gas binding, particularly in high point locations along the force main profile, may be causing
 restrictions in the available cross-sectional flow area. Fayetteville PWC staff have indicated that
 the current odor control chemical (Bioxide) has caused previous gas binding problems along the
 Falcon force main. The switch to Bioxide is a temporary measure needed to control metals
 content in bio-solids at the downstream wastewater treatment facility.
- Partially closed/broken valve(s) along the force main could be causing a flow restriction

Figure 4-2 shows the Falcon force main profile and a comparison of hydraulic grade lines for design flow conditions (0.50 MGD) using typical a typical roughness coefficient of 120 to current operating conditions (0.41 MGD) with an "effective" roughness coefficient of 58. **Table 4-2** summarizes the hydraulic results for the Falcon Lift Station. As shown in the table, the station currently operates under significantly higher head conditions than originally designed, which has reduced the pumping capacity and causes low velocity in the force main.



Figure 4-1: Falcon System Curve



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Figure 4-2: Falcon Force Main Profile and Hydraulic Grade Lines

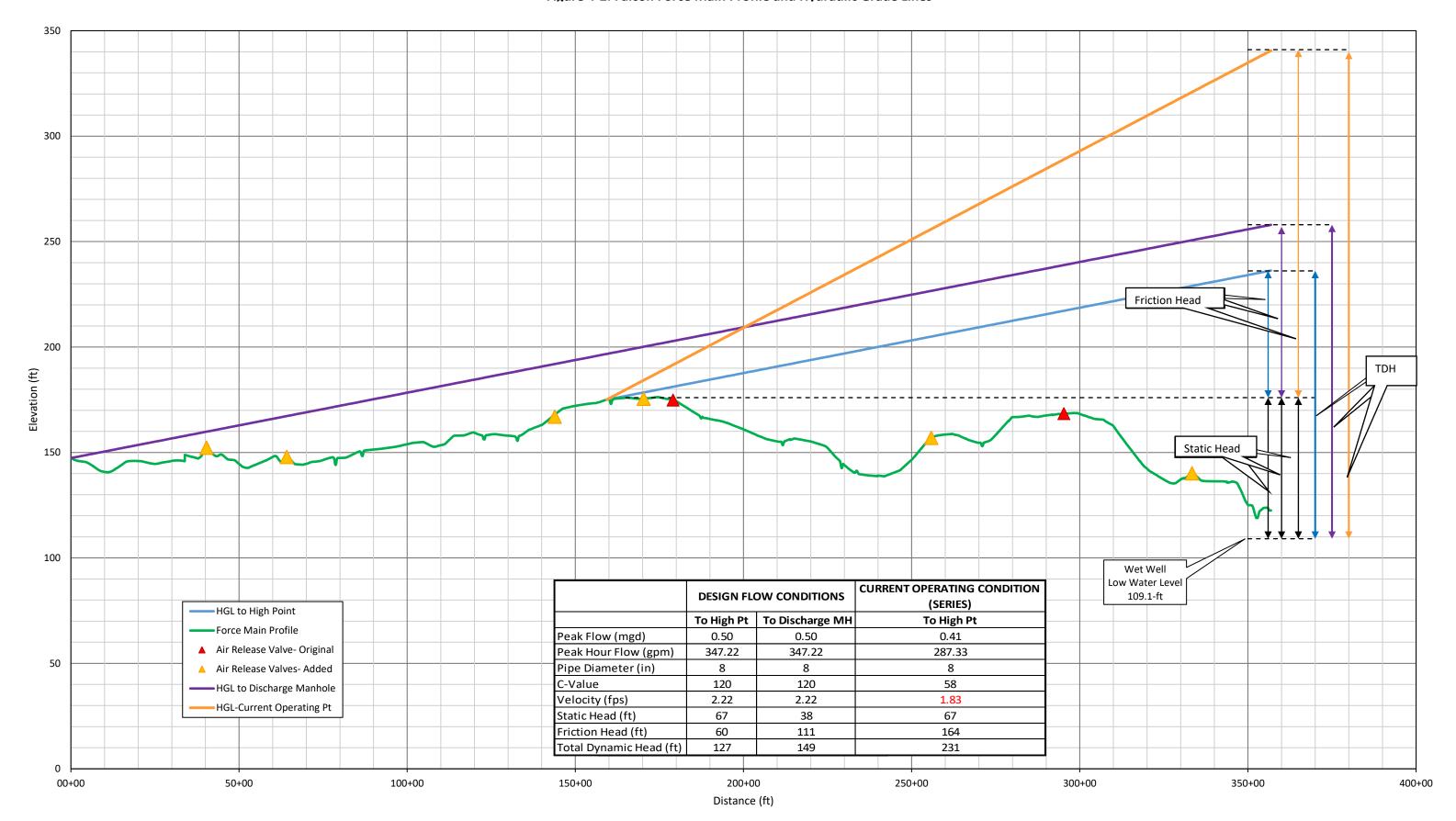




Table 4-2: Falcon Hydraulic Summary

	Design Point	Current Operation
	To High Point	To High Point
Peak Flow (MGD)	0.50	0.41
Peak Flow (gpm)	347	287
Diameter (in)	8	8
C-Value	120	58*
Velocity (ft/s)	2.22	1.83
Total Dynamic Head (ft)	127	231

^{*}Approximate equivalent C-value of 58 determined from best fit curve based on field measurements.

Recommendations for the Falcon LS are as follows:

- Installation of pressure gauges at ARVs along the force main and additional testing to field verify the HGL along the profile and potentially narrow down areas of increased headloss
- Pigging the force main to clean accumulated sludge/sediment that may be restricting flow and causing excessive headloss

4.2 GODWIN

Figure 4-3 presents the system and pump curves for the Godwin Lift Station. Field testing results indicate that current operating capacity is approximately 15% below design capacity (approximately 170 gpm compared to 200 gpm design capacity).

Figure 4-4 shows the Godwin force main profile and a comparison of hydraulic grade lines for design flow conditions to current operating conditions. **Table 4-3** summarizes the Godwin Lift Station Hydraulic results.

Table 4-3: Godwin Hydraulic Summary

	Design Point	Current Operation
Peak Flow (MGD)	0.29	0.24
Peak Flow (gpm)	200	170
Diameter (in)	6	6
C-Value	120	135
Velocity (ft/s)	2.27	1.93
Total Dynamic Head (ft)	140	100

4-5



Figure 4-3: Godwin System Curve

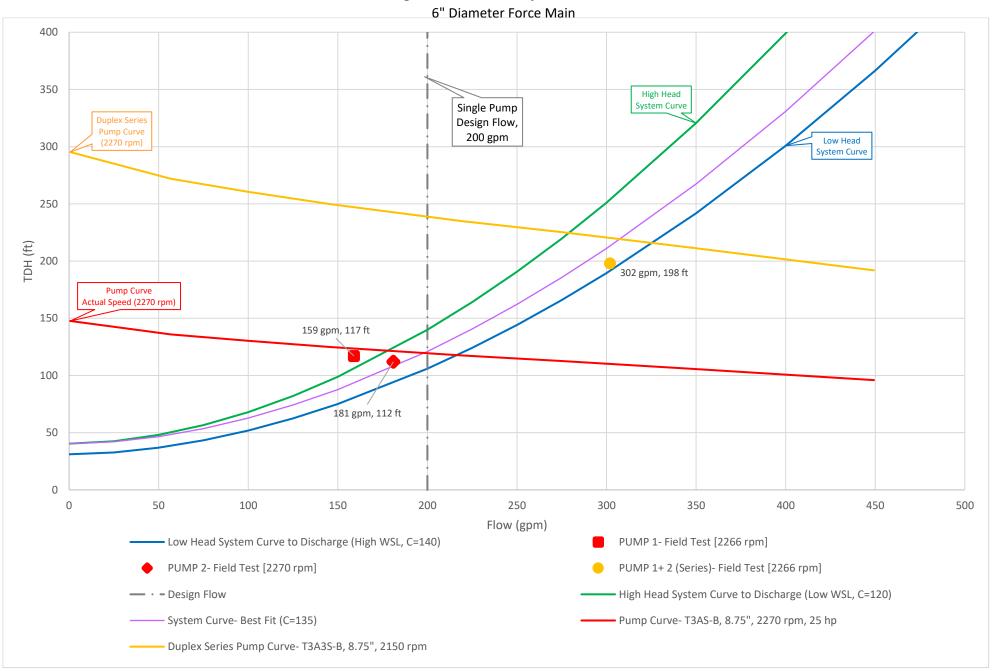
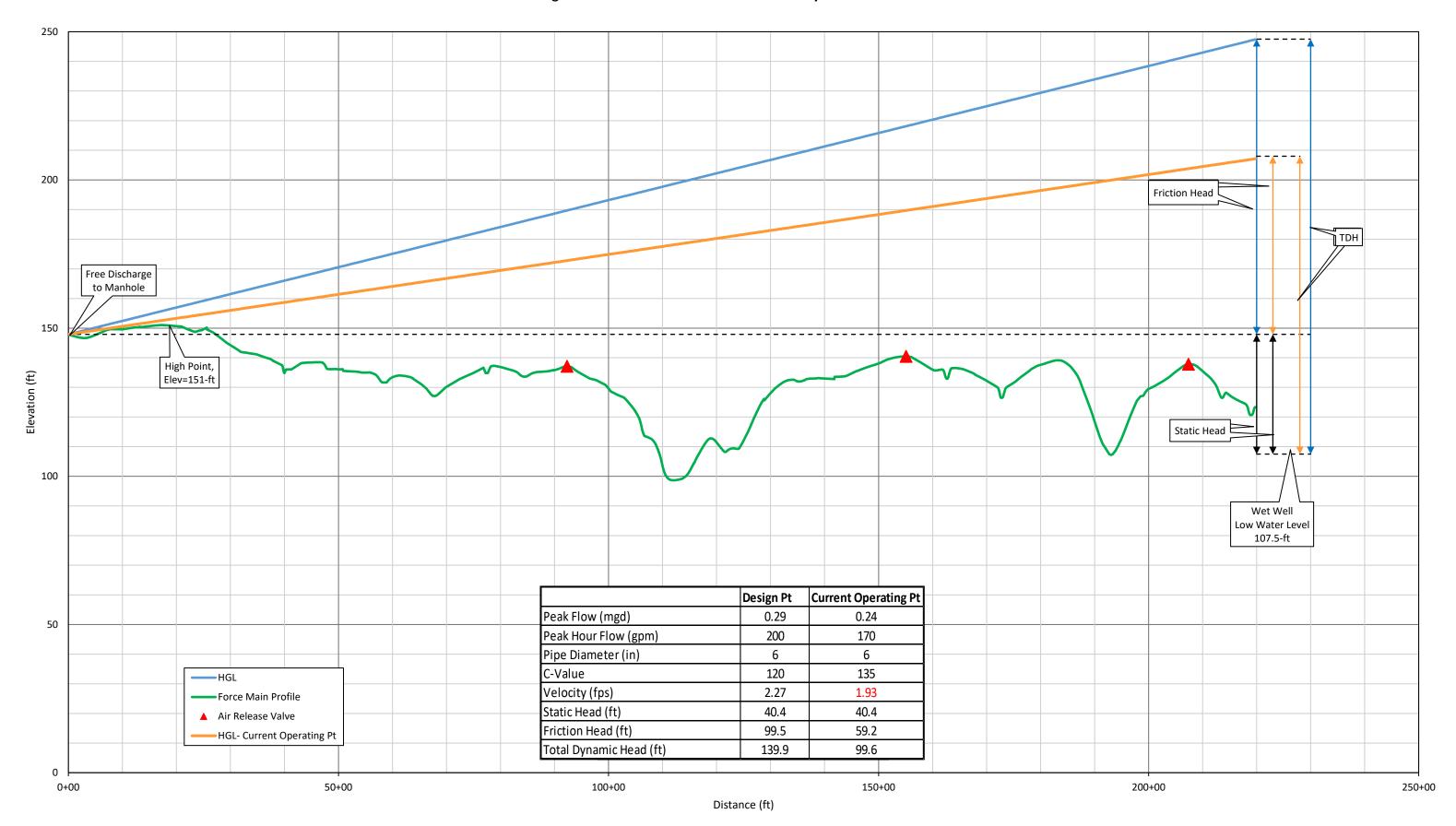




Figure 4-4: Godwin Force Main Profile and Hydraulic Grade Lines





The reduced pumping capacity measured in field testing may indicate a slight pump performance issue (likely wear/tear or potential clogging). Additionally, the force main experiences low velocities (1.93 ft/s under current operating conditions) which could allow solids deposition and increased head loss in the force main.

Recommendations for the Godwin LS are as follows:

- Inspection/cleaning of the pumps
- Continued monitoring of pump performance

4.3 WADE 1

Figure 4-5 shows low (blue) and high (green) system curves for the Wade 1 Lift Station overlaid with pump curves for single and duplex series operation. Field testing results indicate that current operating capacity is approximately 20% below design capacity (156 gpm compared to 200 gpm design capacity).

Figure 4-6 shows the Wade 1 force main profile and a comparison of hydraulic grade lines for design flow conditions to current operating conditions. **Table 4-4** summarizes the hydraulic results for the Wade 1 Lift Station.

Table 4-4: Wade 1 Hydraulic Summary

	Design Point	Current Operation
Peak Flow (MGD)	0.29	0.22
Peak Flow (gpm)	200	156
Diameter (in)	6	6
C-Value	120	120
Velocity (ft/s)	2.27	1.77
Total Dynamic Head (ft)	89	79

Low force main velocities (<2.0 ft/s) are present during current operations which may allow solids accumulation in the force main. Field testing results also indicated slightly reduced pump performance.

Recommendations for the Wade 1 LS are as follows:

- Inspection/cleaning of the pumps
- Continued monitoring of pump performance



Figure 4-5: Wade 1 System Curve

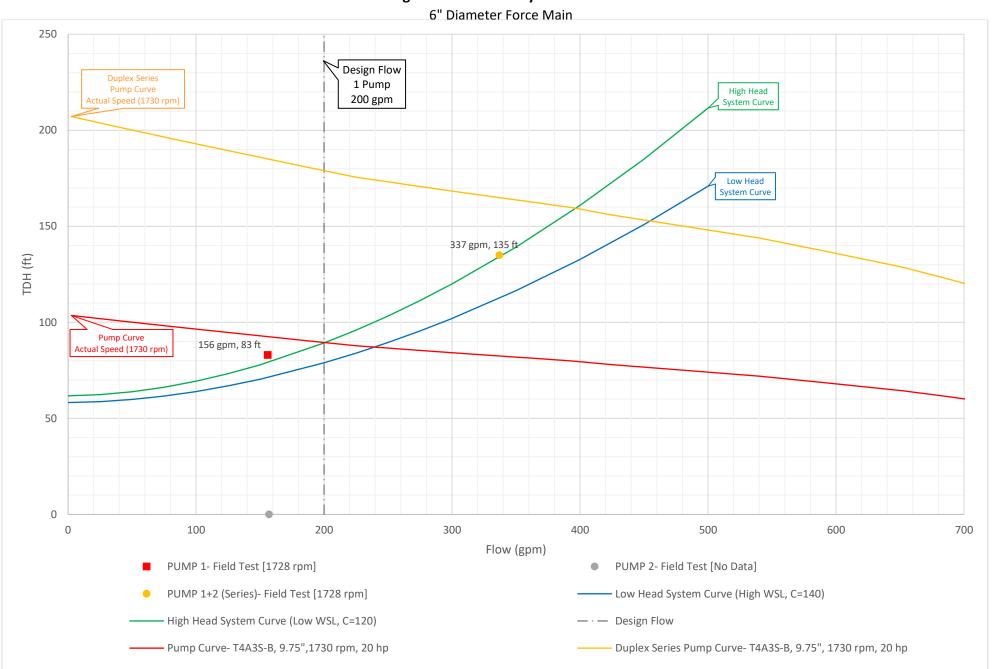
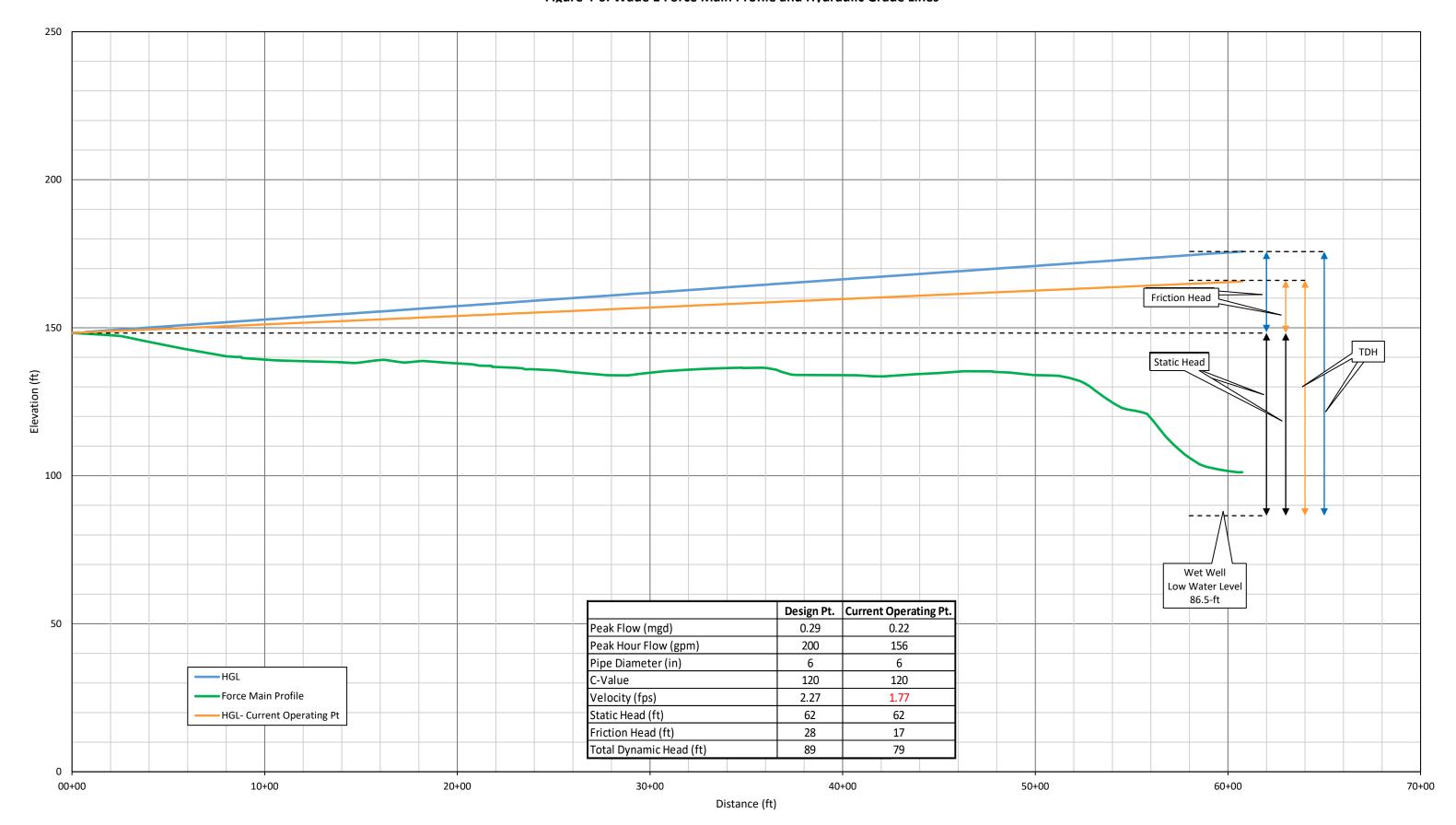




Figure 4-6: Wade 1 Force Main Profile and Hydraulic Grade Lines





4.4 WADE 2

Figure 4-7 shows the pump and system curves for the Wade 2 Lift Station. It should be noted that the status of the downstream Eastover 1 LS, which shares a section force main with the Wade 2 force main, was unknown at the time of the drawdown testing for Wade 2 LS. This hydraulics evaluation was performed under the assumption that the Eastover 1 LS was "off" and therefore had no impact on the hydraulic operation of Wade 2 LS. Field testing results indicate that current operating capacity of Wade 2 LS is more than 50% below design capacity (approximately 340 gpm compared to 700 gpm design capacity).

Based on the field measurements collected, the pumps are operating significantly below their corresponding pump curves. The operating points generally appear to align along the high system curve. These results either indicate poor field data (erroneous flow readings) or significant pump performance problems.

Figure 4-8 shows the Wade 2 force main profile and a comparison of hydraulic grade lines for design flow conditions to current operating conditions. The hydraulic results for Wade 2 are summarized in **Table 4-5**.

Table 4-5: Wade 2 Hydraulic Summary

	Design Point	Current Operation
Peak Flow (MGD)	1.00	0.49
Peak Flow (gpm)	694	339
Diameter	10	10
C-Value	120	120
Velocity (ft/s)	2.84	1.38
Total Dynamic Head (ft)	97	47

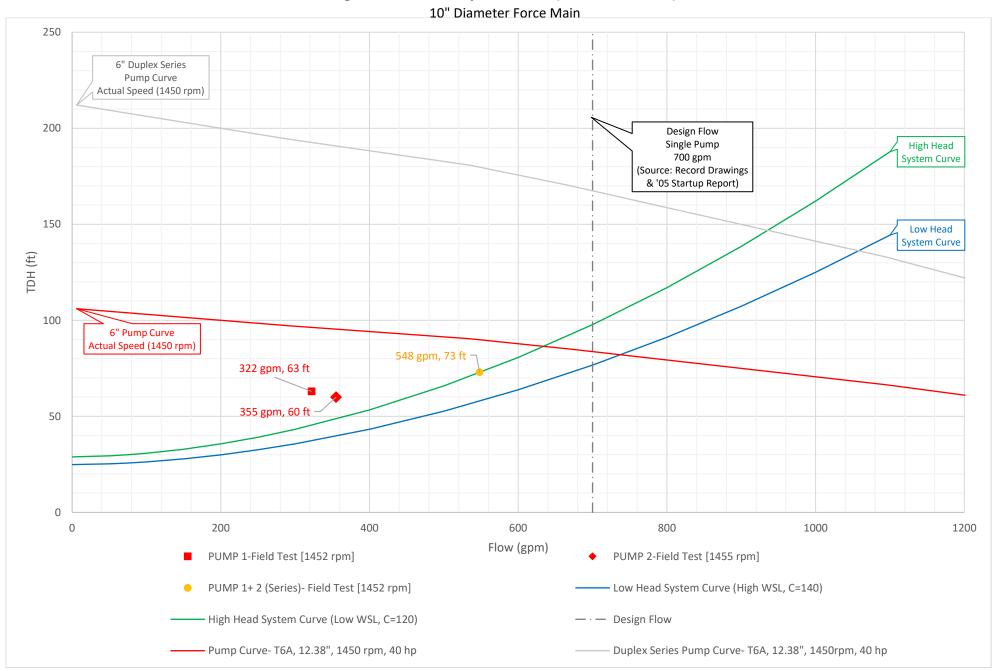
Field testing results reveal that current pump capacity is significantly below the original capacity flow of 700 gpm. The apparent reduced pump performance may be due problems with the pumps, such as ragging or impeller damage, or be attributed to erroneous field-testing measurements.

Recommendations for the Wade 2 LS are as follows:

- Confirm the accuracy of the flow meter on the force main which was used for the drawdown testing data
- Additional drawdown testing to confirm field-measurements (confirm status of Eastover 1 LS)
- Pump inspection/repair as necessary

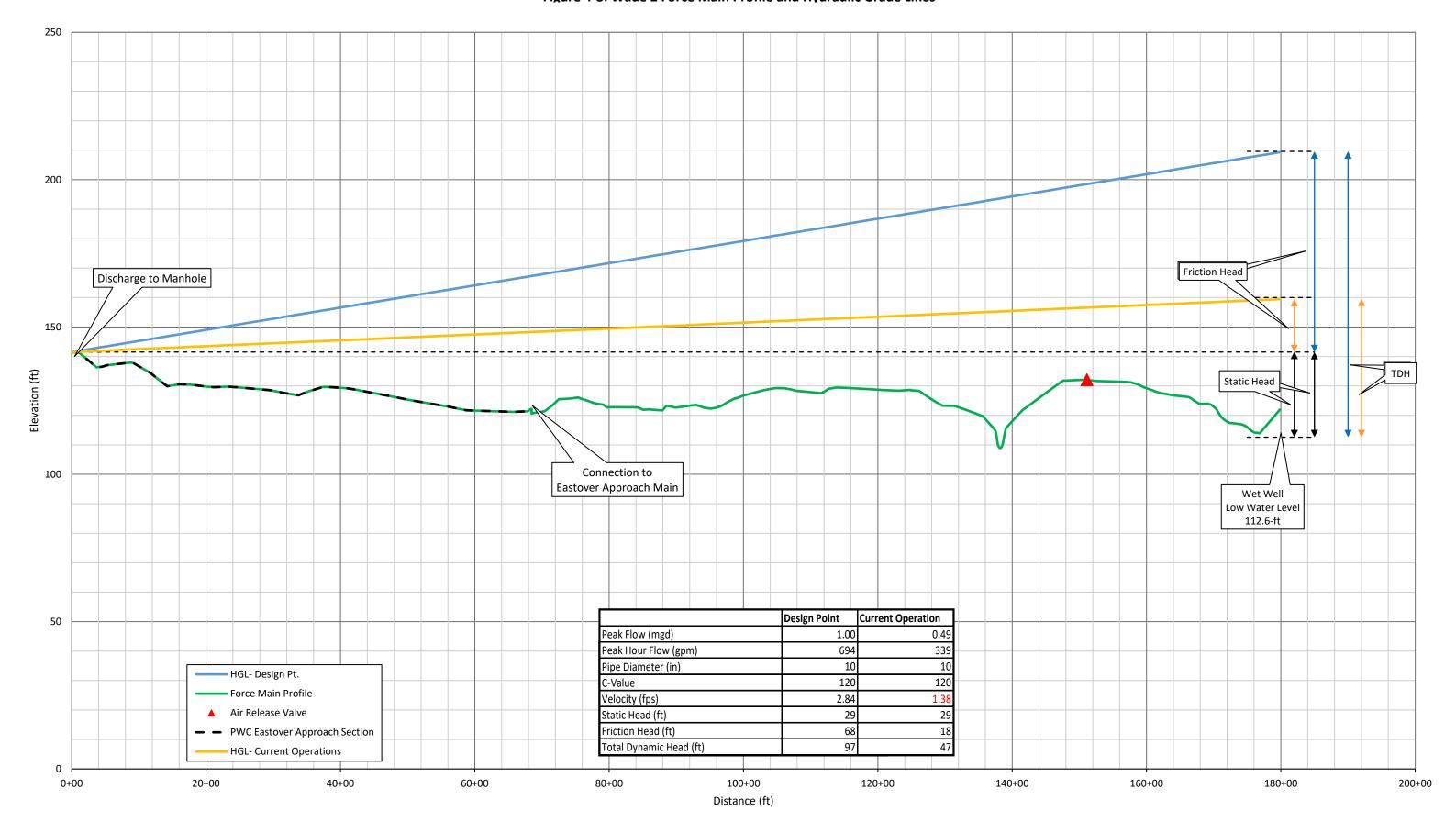


Figure 4-7: Wade 2 System Curve (Eastover 1 LS Off)



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Figure 4-8: Wade 2 Force Main Profile and Hydraulic Grade Lines



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5.0 WASTEWATER FLOW MONITORING

5.1 WASTEWATER BASINS

The NORCRESS wastewater collection system is divided into four (4) discrete wastewater basins. The wastewater basins, as provided by the County, are generally delineated based on the topographic layout of the service area and generally follow the major hydrologic feature within each basin. Each of the major basins is associated with a wastewater lift station. The following is a list of the major wastewater basins in the NORCRESS collection system:

- Falcon
- Godwin
- Wade 1
- Wade 2

The performance of the wastewater collection system during dry and wet weather conditions was determined by installing temporary flow monitors at critical locations within the collection system. Flow monitor locations were identified to capture most of the existing wastewater system flow within each of the four wastewater basins. The locations were strategically selected to allow the temporary flow monitors to monitor the system's performance during rain events to quantify level of inflow and infiltration (I/I) and provide data about system capacity. FNI retained Hydrostructures to conduct temporary flow monitoring throughout the NORCRESS service area. Evaluation of the flow monitoring data allows for the characterization of dry and wet weather flows at key locations within the wastewater system. In addition, the data allows for severity ranking of observed rainfall dependent inflow and infiltration (RDII) to assist in subsequent planning, condition assessment, and rehabilitation recommendations.

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5.2 FLOW MONITOR INSTALLATION

A total of five (5) flow monitoring locations were identified for the purposes of understanding flow patterns and wet weather responses within the system. A temporary rain gauge was installed at the Godwin-Falcon Volunteer Fire Department to obtain rainfall data for this project. Once the flow monitoring locations were identified, FNI developed discrete metersheds for each flow monitor. **Figure 5-1** shows the overall locations of flow monitors and the associated gravity sewer upstream of each monitor. **Appendix C** includes detailed individual lift station basin maps for the flow monitor locations in each area.

The flow monitors were installed throughout the NORCRESS system in November 2020. Flow monitoring was performed using Hach FL900 series area-velocity flow monitors each with cellular relay to provide near real-time data via the Data Delivery System (DDS). Each flow monitor battery and data storage unit were mounted near the top of a manhole and connected to an ultrasonic depth and velocity sensors positioned within the incoming wastewater line. The ultrasonic depth sensor was mounted at the crown of the wastewater pipe, and the velocity sensor mounted at or near the bottom invert of the incoming wastewater line. The Hydrostructures flow monitor installation reports can be found in **Appendix D**.

Observed depth, velocity, and flow data from November 10, 2020, through January 26, 2021 (77 days), from all five locations, was collected and evaluated in 15 minutes intervals. This high-resolution flow monitoring data was utilized to provide insight into wastewater system performance, providing important information about how the existing wastewater system conveys observed flow rates. Detailed results from the flow monitoring that include the measured velocity and level, along with the calculated flowrate are included in **Appendix E** for each of the five monitoring locations.



5.3 DRY WEATHER PERFORMANCE

Dry weather flow conditions are characterized by evaluating flow monitor data observed during normal conditions, excluding wet weather events and the periods associated with the recovery from wet weather events. The average daily dry weather pattern is identified as a diurnal curve and results from the collective daily flows of residential, commercial, institutional, and industrial users. Land use within a particular area affects the shape of the diurnal pattern. A typical residential diurnal pattern has peaks during the early morning and evening with valleys during the workday and night. Typical weekend patterns tend to have later morning peaks with limited mid-day valleys. The dry weather diurnal patterns for each flow monitor in the NORCRESS system can be found in **Appendix F.** Some observations from the diurnal patterns are as follows:

- The Falcon flow monitoring basin exhibited a diurnal pattern with an extended peak between the
 hours of 8:00 a.m. and 3:00 p.m. that is mostly prevalent during the weekday. This pattern
 typically indicates that most of the flow in the basin most likely comes from a commercial or
 industrial user.
- The Wade 1 Front and Wade 1 Rear flow monitoring basins exhibit a much more standard diurnal pattern, indicating a more traditional, residential usage in the basin.
- The Godwin flow monitoring basin exhibits a low, flat diurnal, indicating either a steady base flow from traditional I/I sources, or a small residential population.
- The Wade 2 flow monitoring basin is comprised of the other four basins, and as such it exhibits the midday peak of the Falcon basin, with the slight residential diurnal curvature from the Wade 1 basins.

The depth-to-diameter (d/D) ratio is used to assess available wastewater pipe capacity. The maximum flow depth observed during dry weather and the corresponding d/D ratio observed during the study period are summarized in **Table 5-1**. The maximum dry weather flow depth is the maximum depth of flow consistently observed during normal dry weather conditions.



Table 5-1: Dry Weather Depth to Diameter Ratios

Flow Monitor	Pipe ID	Pipe Diameter (inches)	Maximum Dry Weather Recorded Depth (inches)	Dry Weather d/D
Falcon	SGM027104	12	2.46	20.5%
Godwin	SGM025924	12	2.41	20.1%
Wade 1 Front	SGM027253	12	1.37	11.4%
Wade 1 Rear	SGM027411	12	1.58	13.2%
Wade 2	SGM027306	15	3.29	21.9%

Wastewater collection systems are designed to flow under open channel flow conditions with some additional capacity reserved for RDII. As a result, the American Society of Civil Engineers (ASCE) and the Water Environment Federation (WEF) recommend that wastewater lines with diameters up to 15 inches be designed to flow with dry weather d/D ratios of 50%, and larger diameter lines be designed to flow with dry weather d/D ratios of 75%. These recommendations are found in *Gravity Sanitary Sewer Design and Construction* according to ASCE Manuals and Reports on Engineering Practice No. 60. All of locations for the monitoring period fall within these recommendations.

5.4 WET WEATHER PERFORMANCE

Wet weather flow conditions are characterized by evaluating flow monitor data observed during each storm event that occurred during the study period. During the monitoring period there were two wet weather events captured, 11/11/2020 and 12/24/2020. A summary of recorded rainfall events is provided in **Table 5-2**.

Table 5-2: Rainfall Summary

Date	Duration (hours)	Intensity (inches/hour)	Depth (inches)
11/11/2020	29	0.21	6.27
12/24/2020	16	0.085	1.36

A comparison of flow monitor data from the dry and wet weather periods is used to analyze the amount of RDII entering the system, which is calculated by subtracting the recorded flow during an average dry day in the study period from the measured flow during a rainfall event. A wet weather storm decomposition hydrograph is illustrated on **Figure 5-2** and shows the observed flow rate during a storm event (green) compared to the average dry day diurnal pattern (teal). The difference between the two is



the RDII measured by the flow monitor (red) resulting from the rainfall (blue). The hydrograph compares the wet weather response to the diurnal pattern to determine the impact of the rain event on the collection system. The effects of the rain event are then measured during and following the rain event, and to the point where the flow pattern returns to the typical diurnal pattern, resulting in the calculated RDII for the observed storm event.

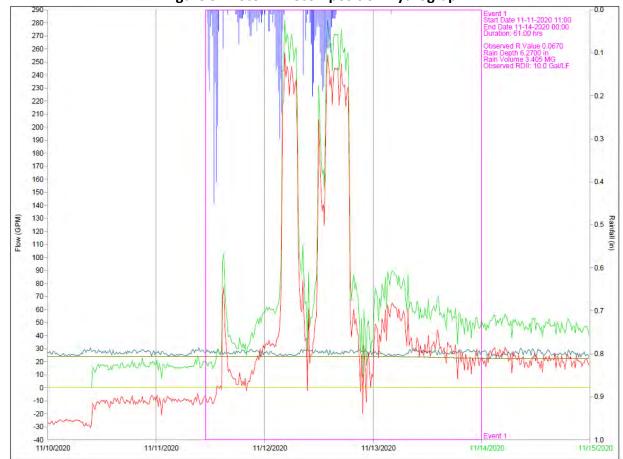


Figure 5-2: Storm Decomposition Hydrograph



5.5 FLOW MONITORING DATA

The average dry and peak wet weather flows and observed RDII at each temporary flow monitoring location are summarized in **Table 5-3**. RDII and peaking factor values for flow monitoring period were calculated from the November 11, 2020, storm event. Normalized RDII values greater than six gallons per linear foot (gal/LF) are considered high. Moderate RDII response is approximately six to four gal/LF, medium RDII response ranges from four to two gal/LF, and low RDII values are typically anything less than two gal/LF.

Table 5-3: Summary of Flow Monitoring

Flow Monitor	Average Daily Dry Weather Flow (gpd)	Maximum Wet Weather Flow (gpd)	Wet Weather to Dry Weather Peaking Factor	RDII (gal)	Basin Size (LF)	Normalized RDII (gal/LF)
Falcon	44,035	938,318	21.3	368,012	18,335	20.07
Godwin	38,851	406,094	10.5	228,311	22,914	9.96
Wade 1 Front	28,036	187,128	6.7	79,149	10,888	7.27
Wade 1 Rear	31,507	76,449	2.4	6,122	8,978	0.68
Wade 2	148,017	1,023,163	6.9	546,843	24,505	22.32

A peaking factor is a simple ratio of the wet weather to dry weather flow recorded in the basin and does not account for basin size or additional flow monitors upstream. Peaking factors are commonly used to estimate maximum flow rates based on average flow rate estimates and play a key role in sewer design. Peaking factors are typically inversely proportional to the population served and generally decrease as average dry weather flow increases. The highest peaking factor in the system is in Falcon, however Godwin also has a relatively high peaking factor. Wade 2 cannot be as directly analyzed, since it receives flow from all the other basins, and as such, their RDII will influence the results for Wade 2. The RDII of each metershed was normalized by the total length of pipe in each flow monitor basin. The normalized RDII by linear footage illustrates which metersheds have higher levels of RDII versus those basins that are relatively large or downstream of a basin with large flows.

The wet weather d/D ratio is used to assess wastewater pipe capacity during wet weather events. Wastewater collection systems are designed to flow under open channel flow conditions during dry weather and near full pipe capacity during wet weather. Typical recommendations for wet weather d/D ratios are less than 100%, so the pipe does not operate under surcharged conditions. **Table 5-4** show the observed d/D ratios during the November 11th event. Multiple observed d/D ratios during this storm are



over the 100% recommendation, indicating that there is a downstream flow restriction or insufficient capacity to accommodate maximum observed wet weather flows at these locations without surcharged conditions.

Table 5-4: Wet Weather Depth-to-Diameter Ratios

Flow Monitor	Pipe ID	Pipe Diameter (inches)	Maximum Wet Weather Recorded Depth (inches)	Wet Weather d/D ¹
Falcon	SGM027104	12	95.4	795.0%
Godwin	SGM025924	12	54.6	455.0%
Wade 1 Front	SGM027253	12	2.6	21.7%
Wade 1 Rear	SGM027411	12	1.97	16.4%
Wade 2	SGM027306	15	5.2	34.7%

^{1.} Values in red are in excess of design recommendations.

5.6 SUMMARY OF FLOW MONITORING ANALYSIS

The conclusions and recommendations in this study are based on data gathered using five (5) temporary flow monitors from Hydrostructures, and one permanent rain gauges for approximately two months. A detailed analysis of dry weather and wet weather periods was performed which included an evaluation of wet weather to dry weather peaking factors and RDII.

During dry weather conditions, all five monitors had observed dry weather d/D ratios that were well within the design criteria recommended by ASCE and WEF, indicating that there is currently sufficient capacity to accommodate dry weather flow rates at these locations.

During peak wet weather events, flow monitoring results indicated several high peaking factors that were above normal ranges at the Falcon and Godwin lift stations and d/D values greater than 100%. These results indicate potential I/I issues within these basins that will require further investigation. For all other monitoring locations, the d/D results were within standard tolerances, indicating sufficient capacity and minimal signs of RDII.



6.0 **RECOMMENDATIONS**

6.1 LIFT STATION RECOMMENDATIONS

Included with each lift station evaluation report is a list of recommendations to improve the lift station and correct deficiencies. **Table 6-1** summarizes the initial recommendations for each lift station.

Table 6-1: Lift Station Condition Assessment Recommendations

Lift Station	Initial Recommendations
	Install pressure gauges at ARVs along force main profile and conduct
Falcon	additional testing to field verify hydraulic profile
raicon	Clean the force main to remove any accumulated sediment/grease
	Replace existing electrical equipment and generator
	Inspect/clean the pumps
Godwin	Continue monitoring pump performance
	Replace existing electrical equipment and generator
	Inspect/clean the pumps
Wade 1	Continue monitoring pump performance
	Replace existing electrical equipment and generator
	Inspect/clean the pumps
Wade 2	Repair/replace pumps if necessary
	Replace existing electrical equipment and generator

6.1.1 Falcon Pump Station

The Falcon PS force main is a long force main with several intermediate high points along the profile and a section of pipe at the end that functions like a gravity pipe based on the slope. The length of the force main provides operational challenges as the pump station does not completely fill the pipeline during a single pump cycle. Therefore, 'slugs' of flow are pushed along the pipeline as the pumps cycle on and off. This operation, combined with odor control chemicals and extended residence time in the force main, create opportunity for air to become entrapped in the pipeline and for solids to settle out of solution between cycles, especially at low points, or sags. Initial drawdown testing indicated excessive headloss in the force main resulting in decreased pump capacity. The additional headloss could be due to sediment deposits, air/gas pockets or a combination of both. Due to the overall length of the force main, cleaning the entire length of the force main will be costly. To further identify the cause of the additional losses in the force main, the County should perform additional testing in the force main as an initial step. Capital improvement costs for the additional testing and rehabilitation options are included in **Section 6.3** below.

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Air release valves (ARVs) are often a point of operational deficiency in a wastewater force main system. If ARVs are not well maintained, they can fail to function properly, and air/gas entrapped in the pipeline will not escape. The existing ARVs can be replaced with new ARVs, or the County may want to consider stocking additional ARVs and implementing a regular replacement and cleaning/reconditioning rotation to ensure the ARVs continue to function properly. Additional ARVs at key intermediate high points in the force main should also be considered. Testing the force main hydraulics, using pressure gauges at the ARVs, can identify specific ARVs that may not be functioning properly. Testing may also indicate the need for additional ARVs. The cost for replacement and new ARVs is also provided below.

6.1.2 Wade 2 Pump Station

The initial performance testing at Wade 2 PS indicated reduce capacity based on pump station draw down results. The field results are based on the existing flow meter at the pump station (*Note: other PS tests were conducted using other equipment to estimate flow from wet well level changes*) and the accuracy of the flow meter is unknown. The Wade 2 PS force main also connects with another PS and force main from Eastover before discharging to a manhole. The status of the Eastover 1 pump station was unavailable during the initial testing. If the Eastover 1 PS was in operation at the same time, this will affect the draw down results at Wade 2. FNI is coordinating with the County and with PWC to perform a second test at the Wade 2 PS and confirm the draw down results and current operating capacity. If the results continue to indicate under performance, the County should plan to recondition or replace the pumps.

6.1.3 Electrical Equipment (All PS)

As indicated in **Section 3.0** above, and in the detailed electrical report in **Appendix B**, the electrical equipment for all the pump stations should be relocated to outside of the pump station buildings due to the hazardous environment within the building from the wet well vapors. The costs provided in **Section 6.3** below include the new electrical equipment on an equipment rack outside the PS, a new generator and ATS, and new SCADA equipment. Cost opinions are also included for additional site easements, if required, for the electrical equipment. The generators will require approximately 8 ft x 4 ft area with a 6 ft clearance on all sides. The equipment rack requires approximate 12 ft x 4 ft area with a 6ft clearance around the rack. Additional details on the electrical costs are included in **Appendix B**.



6.1.4 Inflow and Infiltration

As indicated by the flow monitoring data summary, the Falcon and Godwin pump station basins both show higher than average values of rainfall dependent inflow and infiltration (RDII). The County is already proactively investigating these areas by smoke testing certain sections of the gravity sewer. The County should continue to focus smoke testing in these areas. The RDII can be further narrowed down using smaller flow monitoring areas. The cost for additional flow monitoring is provided below. The County can also identify manholes in low lying areas where ponding water is prevalent during wet weather events and install rain collection inserts in the manholes to reduce inflow directly at those locations. Approximate costs for the County to purchase the manhole inserts is provided below.

6.2 LIFT STATION PRIORITIZATION

All the NORCRESS lift stations require the same electrical system improvements, new generators and SCADA system upgrades as noted above. Additional improvements and maintenance requirements are needed as detailed in the condition assessment and testing reports. **Table 6-2** is a prioritized list of lift stations for the other improvements in addition to the electrical improvements. Lift stations under high priority indicates the presence of one or more issues that need to be addressed immediately.

Table 6-2: Lift Station Prioritization

Priority	Recommendations	
High	• Falcon	
Medium	• Wade 2	
Low	• Godwin	
LOW	• Wade 1	

6.3 CAPITAL IMPROVEMENT PLANNING

6.3.1 Year 1 Improvements

The immediate needs required for the continued operations and long-term maintenance of the NORCRESS lift stations includes the following improvements and associated costs within the next year:

Falcon Force Main: The initial field test results for Falcon indicate elevated headloss within the
force main from the original design and operations. It is recommended that the County perform
additional testing by checking pressures/HGL along the force main during operations to narrow
the potential cause for the greater headloss. This cost is approximately \$10,000.

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- Falcon Force Main: A long force main provides the opportunity for grease and sediment build-up. The pipeline can also be constructed with intermediate high and low points that create areas where that sediment and gas can accumulate. Internal pipe inspection can confirm the pipeline profile and all the high and low points in the pipeline, as well as gas and sediment in the pipeline. The cost for an internal pipe inspection is approximately \$100,000.
- All Lift Stations: All four lift stations require electrical system upgrades. The electrical equipment should be moved outside of the building to eliminate future deterioration from the corrosive environment due to the wet well gases. The cost to replace the electrical equipment and move it outside of the lift station buildings is approximately \$50,000 for each lift station, or a total of \$200,000. This work will also require additional easements, survey, and site work. The additional costs associated with the electrical upgrades is estimated at \$10,000 for each lift station, or a total of \$40,000.
- System-wide Inflow and Infiltration Reduction: Flow monitoring data indicated higher I/I values in the Godwin and Falcon basins. The County should continue to perform targeted smoke testing in these areas and consider additional smaller area flow monitoring to pinpoint the larger sources of I/I. Additional flow monitoring in these areas will cost between \$12,000 and \$24,000. Plastic manhole inserts can also help to reduce inflow to manholes in low lying areas. The cost for inserts is between \$50 and \$80 each. It is recommended that the County purchase and install manhole inserts on approximate 10% of the system. The total cost for 42 manhole inserts is \$2,100.

6.3.2 Year 2-5 Improvements

Additional capital improvements that are recommended within the next five years include continued operational improvements to the Falcon force main, upgrades to the Wade 2 pumps, SCADA upgrades at all of the pump stations, and continued I/I monitoring and reduction. The costs associated with these improvements is summarized below:

• Wade 2 Pump Replacement: The draw down testing results from Wade 2 indicate the pump performance has been reduced from the original pump start up capacity. The station runs frequently, and pump wear is likely a factor in the reduced capacity. The pumps should be inspected and cleaned in year 1, but the County should also budget to replace the pumps within

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the next few years based on the internal pump inspection. Cost to replace the pumps is approximately \$50,000.

- Falcon Force Main: Initial assessment of the force main and existing ARVs indicate several locations on the force main where additional ARVs may benefit the operation of the system. The addition of four (4) new ARVs at a cost of \$20,000 each is a total capital cost of \$80,000.
- All Lift Stations: The existing SCADA equipment at the lift stations is outdated and requires upgrades. The cost to replace the SCADA equipment is approximately \$60,000 for each lift station for a total cost of \$240,000.
- System-wide Inflow and Infiltration Reduction: I/I reduction provides a direct benefit to the County as all flow that enters the collection system is metered by PWC and billed to the County. If the County reduces I/I into the system, the flow to PWC will also be reduced resulting in lower monthly billing from PWC during rainy periods. Therefore, it is recommended that the County continue a I/I reduction program and include budget for additional flow monitoring, smoke testing, or manhole and pipe inspections. Total budgetary costs for an annual I/I program is between \$25,000 and \$50,000.

In addition to the capital costs outlined above over the next five years, the County should plan for pump repair or replacement costs at all the other pump stations as they begin to reach their useful life (> 20 years). The cost to replace both pumps at each lift station is approximately \$50,000.

6.3.3 Capital Improvements by Pump Station

The following tables provide a cost summary of the proposed capital improvements for each pump station with the associated costs and the year in which the improvements are recommended.



Table 6-3: Falcon Improvements

	Recommendations	Cost	Planning
			Year
Additional testing	 Install pressure gauges along the force main, assess field measured HGL Test/verify existing ARV functionality 	\$10,000	Year 1
<u> </u>	Option: install push camera at existing ARV locations to assess grease/sediment	\$10,000 Optional	
SmartBall pipe inspection	Identify air/gas pocketsConfirm pipeline high and low spots	\$98,000	Year 1
Electrical system	Detailed cost opinions included in Electrical Condition Assessment Report in Appendix B	\$50,000	Year 1
upgrades	Additional easement and site improvements	\$10,000	
New generator and ATS	New 55kW	\$40,000	Year 1
SCADA upgrades	New Rockwell PLC Upgrade	\$60,000	Year 2-3
Replace pumps and	Replace two existing pumps and motors	\$25,000/ea.	Year 5+
motors		\$50,000 Total	

Table 6-4: Wade 2 Improvements

	Recommendations	Cost	Planning Year	
Electrical system upgrades	 Detailed cost opinions included in Electrical Condition Assessment Report in Appendix B Additional easement and site improvements 	\$50,000 \$10,000	Year 1	
New generator and ATS	New 55kW	\$40,000	Year 1	
Replace pumps and motors	Replace two existing pumps and motors	\$25,000/ea. \$50,000 Total	Year 2	
SCADA upgrades	New Rockwell PLC Upgrade	\$60,000	Year 2-3	



Table 6-5: Godwin Improvements

	Recommendations	Cost	Planning Year
Electrical system upgrades	 Detailed cost opinions included in Electrical Condition Assessment Report in Appendix B Additional easement and site improvements 	\$50,000 \$10,000	Year 1
New generator and ATS	New 55kW	\$40,000	Year 1
SCADA upgrades	New Rockwell PLC Upgrade	\$60,000	Year 2-3
Replace pumps and motors	Replace two existing pumps and motors	\$25,000/ea. \$50,000 Total	Year 5+

Table 6-6: Wade 1 Improvements

	Recommendations	Cost	Planning Year
Electrical system upgrades	 Detailed cost opinions included in Electrical Condition Assessment Report in Appendix B Additional easement and site improvements 	\$50,000 \$10,000	Year 1
New generator and ATS	New 40kW	\$38,000	Year 1
SCADA upgrades	New Rockwell PLC Upgrade	\$60,000	Year 2-3
Replace pumps and motors	Replace two existing pumps and motors	\$25,000/ea. \$50,000 Total	Year 5+



APPENDIX A Lift Station Assessment Reports



NORCRESS Comprehensive Sewer Evaluation and sanitary Sewer Capital Improvement Plan Condition Assessment

Cumberland County, NC Engineering & Infrastruc



Lift Station Number	Lift Station Name	Condition Rating
#92	Falcon	4.15
#89	Wade #1	3.3
#90	Wade #2	2.85
#91	Godwin	2.3

Component Group	Wade #1	Wade #2	Godwin	Falcon
Site - Drainage, Access Drive, Security, Fencing	1.2	1.3	3.0	1.8
Instrumentation and Electrical	4.0	4.0	4.3	4.2
Wet Well	1.6	2.0	1.6	2.3
Pumps and Motors	4.0	5.0	3.5	5.0
Bypass	1.0	1.0	1.0	1.0
Odor Control	N/A	1.0	N/A	1.0



Falcon Lift Station #92

Lucas St., Falcon, NC



Inspection Date: 8/25/2020

Facility Information: Wet Well			
23,300			
Circular			
109.80			
15.5			
N/A			
8			

Facility Information: Pumps				
	Pump #1 Pump #2			
Manufacturer:	Gorman-Rupp	Gorman-Rupp		
Horse Power:	30.0	30.0		
Model:	T4A3S-B	T4A3S-B		
Design Capacity (gpm):	350	350		
Design Head (ft):	108	108		
Pump RPM:	1,950	1,950		



		Condition Rating		
1	2	3	4	5
Very Good	Good	Fair	Poor	Very Poor

CONDITION ASSESSMENT				
Component Group	Condition Rating (A)	Weight Factor (B)	Weighted Rating (A x B / 100)	Comments
Site - Drainage, Access Drive, Security, Fencing	1.8	5%	0.09	Standing water on site.
Instrumentation and Electrical	4.2	25%	1.04	● Class 1 Division 1 hazardous area - existing equipment is not explosion-proof.
Wet Well	2.3	25%	0.56	There is corrosion on piping and valves
Pumps and Motors	5.0	25%	1.25	 Pump 1: 50% below design capacity Pump 2: 56% below design capacity
Bypass	1.0	10%	0.10	
Odor Control	1.0	10%	0.10	Ferric sulfate recently switched to calcium nitrate

Overall Condition Rating -- 100% 3.14

Overall Comments:



Falcon Lift Station #92

Lucas St., Falcon, NC





Corrosion on piping and valves



Corrosion on piping and valves



Wade #1: Lift Station #89

State Rd. 1714, Wade, NC



Inspection Date: 8/25/2020

Facility Information: Wet Well			
Capacity (Gal):	28,575		
Shape:	Circular		
Bottom Elevation (ft):	84.50		
Height (ft):	19		
Width (ft):	N/A		
Length/Diameter (ft):	8		

Facility Information: Pumps				
Pump #1 Pump #2				
Manufacturer:	Gorman-Rupp	Gorman-Rupp		
Horse Power:	20.0	20.0		
Model:	T4A3S-B	T4A3S-B		
Design Capacity (gpm):	200	200		
Design Head (ft):	87	87		
Pump RPM:	1,700	1,700		



Condition Rating				
1	2	3	4	5
Very Good	Good	Fair	Poor	Very Poor

CONDITION ASSESSMENT				
Component Group	Condition Rating (A)	Weight Factor (B)	Weighted Rating (A x B / 100)	Comments
Site - Drainage, Access Drive, Security, Fencing	1.2	5%	0.06	Parking area would benefit from filling depressions with gravel
Instrumentation and Electrical	4.0	25%	1.00	 Class 1 Division 1 hazardous area - existing equipment is not explosion-proof. Generator and MCC ATS out of service for several years
Wet Well	1.6	25%	0.40	Minor leakage and corrosion
Pumps and Motors	4.0	25%	1.00	Pump 1: 22% below design capacityPump 2: 22% below design capacity
Bypass	1.0	10%	0.10	
Odor Control	N/A	10%	0.00	No odor control present at this station

Overall Condition Rating -- 100% 2.56

Overall Comments:



Wade #1: Lift Station #89

State Rd. 1714, Wade, NC





Minor corrosion on piping



Parking area needs more gravel



Wade #2: Lift Station #90

6425 Main St., Wade, NC



Inspection Date: 8/25/2020

Facility Information: Wet Well

Capacity (Gal): 21,050

Shape: Circular

Bottom Elevation (ft): 110.50

Height (ft): 14
Width (ft): N/A

Length/Diameter (ft): 8

Facility Information: Pumps				
	Pump #1	Pump #2		
Manufacturer:	Gorman-Rupp	Gorman-Rupp		
Horse Power:	40.0	40.0		
Model:	T4A3S-B	T4A3S-B		
Design Capacity (gpm):	700	700		
Design Head (ft):	82	82		
Pump RPM:	1,400	1,400		



Condition Rating				
1	2	3		5
Very Good	Good	Fair	Poor	Very Poor

	CONDITION ASSESSMENT				
Component Group	Condition Rating (A)	Weight Factor (B)	Weighted Rating (A x B / 100)	Comments	
Site - Drainage, Access Drive, Security, Fencing	1.3	5%	0.06	• Comm tower base rusted. Tower has fallen over in the past.	
Instrumentation and Electrical	4.0	25%	1.00	 Class 1 Division 1 hazardous area - existing equipment is not explosion-proof. Sewage gas causing generator failure and rust. ATS needs manual resetting and ATS does not show source. Cables have corrosion damage from sewage gas. 	
Wet Well	2.0	25%	0.50	Aluminum hatch with normal wear	
Pumps and Motors	5.0	25%	1.25	Pump 1: 54% below design capacityPump 2: 49% below design capacity	
Bypass	1.0	10%	0.10		
Odor Control	1.0	10%	0.10	Calcium Nitrate	
Overall Condition Rating		100%	3.01		

Overall Comments:



Wade #2: Lift Station #90

6425 Main St., Wade, NC





Corrosion on piping



Wet well vent rusted comm tower base. Safety concern.



Godwin Lift Station #91

State Rd. 1714, Wade, NC



Inspection Date: 8/25/2020

Facility Information: Wet Well			
12,250			
Circular			
113.30			
14.5			
N/A			
6			

Facility Information: Pumps				
	Pump #1	Pump #2		
Manufacturer:	Gorman-Rupp	Gorman-Rupp		
Horse Power:	25.0	25.0		
Model:	T3	T3		
Design Capacity (gpm):	200	200		
Design Head (ft):	114	114		
Pump RPM:	2,200	2,200		



Condition Rating				
1	2	3		5
Very Good	Good	Fair	Poor	Very Poor

CONDITION ASSESSMENT				
Component Group	Condition Rating (A)	Weight Factor (B)	Weighted Rating (A x B / 100)	Comments
Site - Drainage, Access Drive, Security, Fencing	3.0	5%	0.15	Parking area would benefit from filling depressions with gravel Fair amount of standing water on site and inside structure
Instrumentation and Electrical	4.3	25%	1.08	 Phase voltage alarms - poor power quality Class 1 Division 1 hazardous area - existing equipment is not explosion-proof. Rust on generator base Water damage on floor under electrical panels ATS transferring issues due to product age
Wet Well	1.6	25%	0.40	Minor leakage and corrosion on piping
Pumps and Motors	3.5	25%	0.88	 Pump 1: 23% below design capacity Pump 2: 12% below design capacity
Bypass	1.0	10%	0.10	
Odor Control	N/A	10%	0.00	No odor control present at this station
Overall Condition Rating		100%	2.61	

Overall Comments:



Godwin Lift Station #91

State Rd. 1714, Wade, NC





Standing water on site



Water damage on floor under electrical building



APPENDIX B Lift Station Electrical Assessment Report



Cumberland County/NORCRESS Lift Stations Electrical Condition Assessment Report

Prepared For:							
Cumberland County/NORCRESS & Freese and Nichols							
Prepared By:							
Coffman Engineers							
Evaluation Date:							
August 26, 2020							
Report Date:							
September 16, 2020							

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Executive Summary

The Northern Cumberland Regional Sewer System (NORCRESS) is a partnership between Cumberland County and the towns of Wade, Godwin, and Falcon to provide sanitary sewer to residents in this area. These systems have been in service since the early 2000s and serve around 400 customers. Cumberland County owns the collection systems and contracts Fayetteville Public Works Commission (PWC) to perform operation and maintenance on the system.

The project is to provide Cumberland County/NORCRESS with a sewer evaluation that includes condition assessments of four wastewater lift stations. In this section of the report, the lift stations' condition assessment for the electrical system is described and recommendations are provided.

The electrical evaluation of the four Cumberland County/NORCRESS lift stations is rated in very poor condition: rehabilitation or replacement required due to NFPA 820 Standard for Fire Protection in Wastewater Treatment and Collection Facilities requirements. NFPA 820 requires all electrical equipment located within the same room as an above-grade wastewater pumping station to be rated for Class I Division 2 hazardous areas. The current electrical equipment is not properly rated for the hazardous area and poses a significant safety hazard. It is recommended to upgrade the electrical equipment including the backup generator to be outdoor NEMA 3R rated and placed outside of the lift station building.

Electrical System Review

The Cumberland County/NORCRESS lift stations (LS) consist of four county owned lift stations: two located in Wade, one located in Godwin, and one located in Falcon, North Carolina. The four lift stations were built in the early 2000s and are approximately 15 years old; electrical equipment has a typical lifespan of 25 years. As part of the county's sewer evaluation project, a condition risk assessment of the four lift stations was performed. The scope of the evaluation was to provide assessment of the electrical system, meet with Operations and Maintenance (O&M) staff to understand system history and issues, and to provide recommendations and replacement cost estimates.

Each of the four lift stations' electrical systems are similar in design. The existing electrical distribution system to each lift station includes two incoming power sources: a 120/240V, 3 phase, 4 wire utility service and a 120/240V, 3 phase, 4 wire Detriot Diesel standby generator. Duke Energy provides utility power to Wade 1 LS, Wade 2 LS, and Falcon LS while South River EMC provides power to Godwin LS. The two power sources are connected to a Detriot Diesel automatic transfer switch (ATS) which provides power to the lift station. A disconnect switch is provided between the utility meter and the ATS. The electrical equipment for the lift stations is located within the building that houses the wet well and pumps. The existing electrical enclosures are NEMA 1 and are rated for unclassified areas. Refer to Appendix 12 through Appendix 15 for the lift stations' electrical record drawings.

The corrosive environment created by the sewage gas from the wet well has caused damage to the electrical equipment and the electronics of the generator, ATS, and controller. As well, water damage was found at several of the lift stations. Damage included generator failures and rust, automatic transfer switch issues, and corroded cables. Several of the Cumberland County/NORCRESS automatic transfer switches no longer automatically operate and require manual operation. The wet well vent at Wade 2 lift station rusted the communications tower base and PWC indicated the tower has fallen over in the past. The generator and Automatic Transfer Switch at Wade 1 have been out of service for several years.

NFPA 820 Standard for Fire Protection in Wastewater Treatment and Collection Facilities is one of the governing codes for wastewater lift stations. NFPA 820 provides the requirements for collection systems and describes that the entire room of an above-grade wastewater pumping station is classified as a Class I Division 2 hazardous area. Because these lift stations were built in the early 2000s, the 1999 version of the NFPA 820 was checked and verified to have the same classification requirement. With this hazardous classification, all electrical equipment within the lift station buildings is required to be explosion proof. The existing electrical equipment at the Cumberland County/NORCRESS lift stations is not explosion proof and not properly rated for the hazardous area. Therefore, the electrical evaluation is rated in very poor condition: rehabilitation or replacement required. Please refer to Appendix 10 for additional information regarding NFPA 820.

OSHA and NFPA 70E Standard for Electrical Safety in the Workplace both describe the requirements for marking electrical equipment with arc flash hazard warning labels. The four Cumberland County/NORCRESS lift stations did not have arc flash labels present.

PWC indicated the TCU controllers for the SCADA system have been failing at the lift stations which leaves operators without remote control or alarms. As well, Operations and Maintenance described communication issues with the line of sight for the lift stations' antennas.

Please refer to Appendix 1 through Appendix 5 for the condition assessment scoring guidelines and the individual lift stations' electrical condition assessments.

Recommendations

In this report, issues concerning the lift stations' electrical systems and SCADA systems were presented. The Electrical System Review section should be referenced for detailed information. This section provides recommendations to remedy the described issues. Please refer to Appendix 6 through Appendix 9 for opinions of probable construction costs for the individual lift stations.

1. Electrical System

The lift stations' electrical equipment is located within a Class I Division 2 hazardous area as defined by NFPA 820. The existing electrical equipment is not explosion-proof and not properly rated for the hazardous area. This presents a significant safety concern. It is recommended to upgrade all of the electrical equipment including the backup generator to be outdoor NEMA 3R rated and placed outside of the lift station building. This may require additional land and fencing to provide ample space and protection of outdoor equipment; this cost is not included in the Opinion of Probable Construction Cost (refer to Appendices 6 through 9). Any equipment that must remain indoors (e.g. unit heaters, exhaust fans, and the indoor building lights) should be replaced with an explosion-proof model. Conduit leading to a control or junction box in the hazardous area must have seal-offs. The recommended design for the new outdoor electrical equipment would include a metal H-frame with an aluminum weatherhood to provide weather protection and structural support for the outdoor electrical equipment. Underneath the weatherhood, weatherproof lighting would be used to provide ample lighting. The new outdoor H-frame would house the utility disconnect switch, generator disconnect switch, automatic transfer switch, main distribution panel, and pump control panel.

2. Arc Flash Hazard Labels

As described above, the four lift stations did not have arc flash labels present. It is recommended to perform an arc flash study and place arc flash labels on the electrical equipment to meet OSHA and NFPA 70E requirements.

3. SCADA

The previous section described frequent TCU controller failures at the lift stations. When the controllers fail, the SCADA system losses remote control and alarming of the lift station. Repairs to the TCU controllers were estimated to be between \$2,000 and \$3,000. The SCADA recommendations are as follows: convert the TCU controllers to Rockwell PLCs with cell modem communication. Place the new control panel outside on the recommended H-frame as described above.

4. Site Lighting

In order to improve visibility at night, it is recommended to add site lighting at the lift station sites.

Appendix 1. Lift Station Condition Assessment Scoring Guidelines

Scoring Guidelines

- 1 Very Good condition; no improvements recommended to maintain function
- **2** Good condition; minor improvements recommended to maintain function
- **3** Fair condition; improvements recommended to improve performance or efficiency
- 4 Poor condition; improvements recommended to maintain reliability
- 5 Very Poor condition; rehabilitation or replacement requirement

Appendix 2. Wade 1 Condition Assessment – Electrical

Facility Information								
Lift	Station Name			Wade 1 Lift Station				
lı	nspected By		James	Chen and Chandler Hershberger				
Ins	spection Date			8/26/2020				
	Address			Wade, NC				
Ye	ear in service		Approximately 2003-2005					
Moni	toring (SCADA)	Monitored by SCADA						
Generator	type (on-site/portable)	On-site diesel generator						
	Condition Assessment							
Component Group	ltem	Indiv. Score Comments						

Condition Assessment									
Component Group	ltem	Indiv. Score	Overall Score	Comments					
Site	Site Drainage								
	Security/Fencing								
	Adequate Lighting	3		A pole light would increase visibility at night					
S	Access								
	Pavement Condition/Width/Parking								
	Potable Water								
	Monitoring (SCADA)	3							
Jun	Alarms	3							
ation a ical	Generator	5		Class 1 Division 2 hazardous area – existing equipment is not explosion-proof. Out of service for several years					
mentatio Electrical	Panel	5	5	Class 1 Division 2 hazardous area - existing equipment is not explosion-proof					
Instrumentation and Electrical	Back-up Power	5		ATS out of service for several years - part sewage gas, part product issues					
	MCC	N/A		N/A					
	Cables	3							

Appendix 3. Wade 2 Condition Assessment – Electrical

Facility Information						
Lift Station Name	Wade 2 Lift Station					
Inspected By	James Chen and Chandler Hershberger					
Inspection Date	8/26/2020					
Address	Wade, NC					
Year in service	Approximately 2003-2005					
Monitoring (SCADA)	Monitored by SCADA					
Generator type (on-site/portable)	On-site diesel generator					

Condition Assessment								
Component Group	ltem	Indiv. Score	Overall Score	Comments				
	Site Drainage							
	Security/Fencing							
Site	Adequate Lighting	3		A pole light would increase visibility at night				
S	Access							
	Pavement Condition/Width/Parking							
	Potable Water							
trical	Monitoring (SCADA)	5		Wet well vent rusted comm tower base - safety concern, tower has fallen over in the past				
) ilec	Alarms	3						
Instrumentation and Electrical	Generator	5	5	Class 1 Division 2 hazardous area – existing equipment is not explosion-proof. Sewage gas causing generator failure and rust				
itatic	Panel	5		Class 1 Division 2 hazardous area - existing equipment is not explosion-proof				
men	Back-up Power	5		ATS needs manual resetting and ATS does not show source				
tru	MCC	N/A		N/A				
lus	Cables	5		Corrosion damage from sewage gas				

Appendix 4. Godwin Condition Assessment – Electrical

Facility Information						
Lift Station Name Godwin Lift Station						
Inspected By	James Chen and Chandler Hershberger					
Inspection Date	8/26/2020					
Address	Godwin, NC					
Year in service	Approximately 2003-2005					
Monitoring (SCADA)	Monitored by SCADA					
Generator type (on-site/portable) On-site diesel generator						
Co	ndition Accoccment					

Condition Assessment								
Component Group	ltem	Indiv. Score	Overall Score	Comments				
	Site Drainage							
	Security/Fencing							
te l	Adequate Lighting	3		A pole light would increase visibility at night				
Site	Access							
	Pavement Condition/Width/Parking							
	Potable Water							
	Monitoring (SCADA)	4						
pu	Alarms	4		Phase voltage alarms - poor power quality				
tion aı cal	Generator	5		Class 1 Division 2 hazardous area – existing equipment is not explosion-proof. Rust on generator base				
Instrumentation and Electrical	Panel	5	5	Class 1 Division 2 hazardous area - existing equipment is not explosion-proof. Water damage on floor under panels				
	Back-up Power	5		ATS transferring issues - due to product quality and age				
=	MCC	N/A		N/A				
	Cables	3						

Appendix 5. Falcon Condition Assessment – Electrical

	Facility Information								
Lift	Lift Station Name			Falcon Lift Station					
In	spected By		James	s Chen and Chandler Hershberger					
Ins	pection Date			8/26/2020					
	Address			Falcon, NC					
	ear in service			Approximately 2003-2005					
	toring (SCADA)			Monitored by SCADA					
Generator t	ype (on-site/portable)		-	On-site diesel generator					
	Con	ditior	ı Asse	essment					
Component Group	Item	Comments							
	Site Drainage								
	Security/Fencing								
Site	Adequate Lighting	3		A pole light would increase visibility at night					
S	Access								
	Pavement Condition/Width/Parking								
	Potable Water								
р	Monitoring (SCADA)	4		Rust at the base of the comm tower. PWC reported Falcon has the most trouble with SCADA communication					
an	Alarms	3							
ation ical	Generator	5		Class 1 Division 2 hazardous area – existing equipment is not explosion-proof					
Instrumentation and Electrical	Panel	5	5	Class 1 Division 2 hazardous area - existing equipment is not explosion-proof. Water damage on floor under panels					
stru	Back-up Power	5		Class 1 Division 2 hazardous area – existing equipment is not explosion-proof					
드	MCC	N/A		N/A					

3

Cables

Appendix 6. Wade 1 Opinion of Probable Construction Cost

220150	Cumberland County/NORCRESS Wastewater Lift PROJECT NAME Stations Condition Assessment - Wade 1					0 /4 5 /2020	
				le 1	DATE	9/16/2020	
CLIENT		Cumberland Cou	•		GROUP		
% SUBI	MITTAL		ion Assessment Repo		PM	Chandler Her	
	ESTIMA			ECKED BY			ROJECT NUMBER
	nandler He	ershberger		es Chen			01523
ITEM		DESCRIPT	ON	QUANTITY	UNIT	UNIT PRICE	TOTAL
	al System			T		T	1
	Demo Exi	sting Electrical		1	LS	\$4,000	\$4,000
2	New 40k\	N Generator & A	-S	1	LS	\$36,740	\$36,740
3	Incoming	Power Wiring		1	LS	\$500	\$500
4	Undergro	und Service		1	LS	\$3,500	\$3,500
	Equipmer Weatherh	nt Rack with Alum nood	inum	1	LS	\$13,000	\$13,000
6	Panelboa	rd 120/240V, 225	A NEMA 3R	1	EA	\$500	\$500
		ct Switch 200A NI	1	EA	\$400	\$400	
	Disconne generato	Disconnect Switch 200A NEMA 3R for			EA	\$400	\$400
9	Miscellan	eous Wiring		1	LS	\$4,200	\$4,200
10	Explosion	Proof Lights		4	EA	\$1,700	\$6,800
11	Explosion	Proof Exhaust Fa	n	1	EA	\$1,400	\$1,400
-	•	Proof Unit Heate		1	EA	\$2,700	\$2,700
Arc Flas	sh Hazard	Labels		•			·
13	Arc Flash	Study		1	LS	\$2,000	\$2,000
SCADA		•					•
14	Rockwell	PLC Upgrade		1	LS	\$60,000	\$60,000
Site Lig		· ·		1		<u>'</u>	•
15	Site Light	e Lighting with Aluminum Pole			EA	\$3,150	\$3,150
	_						
Notes:	ODCC 4		a a i a ta al coditla	SUBTOTAL			\$139,290
1.		s not include costs as: g fees, permits, survey		MOBILIZAT	ION		5% \$ 6,965
2.	OPCC doe	s not include the cost	of a new or upgraded	SUBTOTAL			\$146,255
	electrical service from the local utility company.			CONTINGE	NCY		20% \$29,251
PROJE	CT TOTAL	L (2020 COSTS)					\$175,600

Appendix 7. Wade 2 Opinion of Probable Construction Cost

BB Q I S G T A		Cumberland Cou	DATE	0/45/2020				
PROJECT N	NAME		on Assessment - Wac	le 2	DATE	9/16/2020		
CLIENT		Cumberland Cou	•		GROUP			
% SUBMIT			ion Assessment Repo		PM	Chandler Her		
E:	STIMAT	TED BY		ECKED BY		Coffman PF		NUMBER
	idler He	ershberger		es Chen			01523	
ITEM		DESCRIPT	ON	QUANTITY	UNIT	UNIT PRICE		TOTAL
Electrical S	_			T		T		
1 De	mo Exi	sting Electrical		1	LS	\$4,000		\$4,000
2 Ne	w 55kV	V Generator & A	-S	1	LS	\$40,425	4	40,425
3 Inc	coming	Power Wiring		1	LS	\$500		\$500
4 Un	ndergro	und Service		1	LS	\$3,500		\$3,500
1 .	uipmer eatherh	nt Rack with Alum	inum	1	LS	\$13,000	Ç	513,000
6 Pai	nelboar	rd 120/240V, 400	A NEMA 3R	1	EA	\$600		\$600
Dis 7 fee		ct Switch 400A NI	EMA 3R for utility	1	EA	\$1,200		\$1,200
	Disconnect Switch 400A NEMA 3R for generator			1	EA	\$1,200		\$1,200
9 Mi	iscellan	eous Wiring		1	LS	\$4,200		\$4,200
10 Exp	plosion	Proof Lights		4	EA	\$1,700		\$6,800
11 Exp	plosion	Proof Exhaust Fa	n	1	EA	\$1,400		\$1,400
	•	Proof Unit Heate		1	EA	\$2,700		\$2,700
Arc Flash I	Hazard	Labels		l		1		
13 Arc	c Flash	Study		1	LS	\$2,000		\$2,000
SCADA				•				
14 Ro	ckwell	PLC Upgrade		1	LS	\$60,000	Ç	60,000
Site Lightin		· -		1		<u>'</u>		
15 Site	ite Lighting with Aluminum Pole			1	EA	\$3,150		\$3,150
Notes:	200 -1-		a a i a ta al coditla	SUBTOTAL				\$144,675
	OPCC does not include costs associated with engineering fees, permits, surveying, etc.			MOBILIZAT	ION		5%	\$7,234
2. OP	CC does	s not include the cost ervice from the local u	of a new or upgraded	SUBTOTAL	<u> </u>			\$151,909
ele	ouldai se	a vide itotti tile local u	шку сопрапу.	CONTINGE	NCY		20%	\$30,382
PROJECT	TOTAL	. (2020 COSTS)						\$182,300

Appendix 8. Godwin Opinion of Probable Contruction Cost

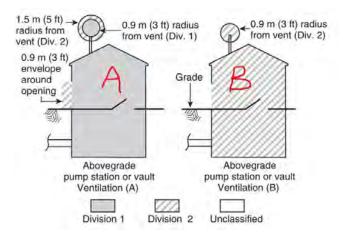
		Cumberland Cou					
	CT NAME	Stations Conditi	DATE	9/16/2020			
CLIEN		Cumberland Cou	••		GROUP		
% SUE	BMITTAL		ion Assessment Repo		PM	Chandler Her	
	ESTIMA	TED BY	QC CH	ECKED BY		Coffman PF	ROJECT NUMBER
	Chandler H	ershberger	Jam	es Chen		2	01523
ITEM		DESCRIPT	ON	QUANTITY	UNIT	UNIT PRICE	TOTAL
Electri	ical System	1		.			,
1	Demo Exi	isting Electrical		1	LS	\$4,000	\$4,000
2	New 55k	W Generator & A	rs	1	LS	\$40,425	\$40,425
3	Incoming	Power Wiring		1	LS	\$500	\$500
4	Undergro	ound Service		1	LS	\$3,500	\$3,500
5	Equipme Weather	nt Rack with Alum hood	inum	1	LS	\$13,000	\$13,000
6	Panelboa	rd 120/240V, 225	A NEMA 3R	1	EA	\$500	\$500
7	Disconne feed	connect Switch 200A NEMA 3R for utility			EA	\$400	\$400
8	Disconnect Switch 200A NEMA 3R for generator			1	EA	\$400	\$400
9	Miscellar	eous Wiring		1	LS	\$4,200	\$4,200
10	Explosion	Proof Lights		4	EA	\$1,700	\$6,800
11	Explosion	Proof Exhaust Fa	n	1	EA	\$1,400	\$1,400
12	Explosion	Proof Unit Heate	r	1	EA	\$2,700	\$2,700
Arc Fla	sh Hazard	Labels				•	
13	Arc Flash	Study		1	LS	\$2,000	\$2,000
SCADA	4						
14	Rockwell	PLC Upgrade		1	LS	\$60,000	\$60,000
Site Li	ghting						
15	Site Light	Site Lighting with Aluminum Pole			EA	\$3,150	\$3,150
Notes:	ODCC doo	a not include costs as	popiated with	SUBTOTAL			\$142,975
1.	engineering	s not include costs as: g fees, permits, survey	ring, etc.	MOBILIZAT	ION		5% \$7,149
2.		s not include the cost		SUBTOTAL			\$150,124
	electrical service from the local utility company.				VCY		20% \$30,025
PROJE	ECT TOTA	L (2020 COSTS)					\$180,200

Appendix 9. Falcon Opinion of Probable Construction Cost

	Cumberland County/NORCRESS Wastewater Lift						
PROJECT NAME Stations Condition Assessm					9/16/2020		
CLIENT Cumberland County/NORCRESS			GROUP				
% SUBMITTAL Electrical Condition Asse		ion Assessment Repo	oort PM		Chandler Hershberger		
	ESTIMA	TED BY	QC CH	HECKED BY		Coffman PROJECT NUMBER	
C	Chandler H	ershberger	Jam	es Chen		201523	
ITEM		DESCRIPT	ION	QUANTITY	UNIT	UNIT PRICE	TOTAL
Electri	ical System	า					
1	Demo Ex	isting Electrical		1	LS	\$4,000	\$4,000
2	New 55k	W Generator & A	ΓS	1	LS	\$40,425	\$40,425
3	Incoming	Power Wiring		1	LS	\$500	\$500
4	Undergro	ound Service		1	LS	\$3,500	\$3,500
5		Equipment Rack with Aluminum Weatherhood			LS	\$13,000	\$13,000
6	Panelboa	ord 120/240V, 400	A NEMA 3R	1	EA	\$600	\$600
7		sconnect Switch 400A NEMA 3R for utility		1	EA	\$1,200	\$1,200
8	Disconnect Switch 400A NEMA 3R for generator		1	EA	\$1,200	\$1,200	
9	Miscellar	neous Wiring		1	LS	\$4,200	\$4,200
10	Explosion	n Proof Lights		4	EA	\$1,700	\$6,800
11	Explosion	n Proof Exhaust Fa	n	1	EA	\$1,400	\$1,400
12	Explosion Proof Unit Heater		er	1	EA	\$2,700	\$2,700
Arc Fla	sh Hazard	l Labels				1	
13	Arc Flash Study		1	LS	\$2,000	\$2,000	
SCADA	SCADA						
14	Rockwell PLC Upgrade		1	LS	\$60,000	\$60,000	
Site Li	Site Lighting						
15	Site Light	Site Lighting with Aluminum Pole		1	EA	\$3,150	\$3,150
Notes:	ODCC 4	ODCC does not include costs associated with		SUBTOTAL			\$144,67
1.	OPCC does not include costs associated with engineering fees, permits, surveying, etc.		MOBILIZAT	ION		5% \$7,234	
2.		PCC does not include the cost of a new or upgraded lectrical service from the local utility company.		SUBTOTAL			\$151,90
	electrical service from the local dumity company.		unty company.	CONTINGE	NCY		20% \$30,382
PROJE	ECT TOTA	L (2020 COSTS)					\$182,30

Appendix 10. NFPA 820 - Collection Systems

Row	Line	Location and Function	Fire and Explosion Hazard	Ventilation	Extent of Classified Area	NEC-Area Electrical Classification (All Class I, Group D)	Material of Construction for Buildings or Structures	Fire Protection Measures
19	a	ABOVEGRADE WASTEWATER PUMPING STATION Pump room not physically separated from wet well; pumping of wastewater from a sanitary or combined sewer system through closed pumps and pipes	Possible ignition of flammable gases and floating flammable liquids	A	Entire space or room	Division 1	NC.	FE
	ь			В		Division 2	NC, LC, or LFS	



Note: The following codes are used in this table:

A: No ventilation or ventilated at less than 12 air changes per hour

B: Continuously ventilated at 12 changes per hour

C: Continuously ventilated at six air changes per hour

CGD: Combustible gas detection system

D: No ventilation or ventilated at less than six air changes per hour

FAS: Fire alarm system

FE: Portable fire extinguisher

LC: Limited-combustible material

LFS: Low flame spread index material

N/A: Not applicable

NC: Noncombustible material

NEC: In accordance with NFPA 70

NNV: Not normally ventilated

NR: No requirement

^aThe "Row" and "Line" columns are used to refer to specific figures in A.4.2 and specific requirements for each location and function.

^bThis column indicates the ventilation requirements for processes. Additional ventilation requirements are provided in Chapter 9. Ventilation signaling and alarm requirements are provided in Chapter 7.

This column indicates the materials of construction for processes. Materials of construction for buildings in which these processes are housed are in accordance with the applicable building code and construction requirements provided in Chapter 8.

Appendix 11. Meeting Minutes

Date: 08/27/2020

Mr. Scott Haberstroh Freese and Nichols Inc. 1017 Main Campus Dr #1200 Raleigh, NC 27606

Project: Cumberland County/NORCRESS Wastewater Lift Stations Condition

Assessment

CEI Project # 201523

Subject: Condition Assessment Electrical Field Notes

Meeting Time: Wednesday, 08/26/2020 9:00AM

Meeting Venue:

Wade 1 Lift Station, Wade NC Wade 2 Lift Station, Wade NC Godwin Lift Station, Godwin NC Falcon Lift Station, Falcon NC

Attendees:

Vance McGougan, PWC
Mike Wright, PWC
Scott Haberstroh, Freese and Nichols (FNI)
Logan Michaels, Freese and Nichols (FNI)
James Chen, Coffman Engineers (Coffman)
Chandler Hershberger, Coffman Engineers (Coffman)

Dear Scott:

Coffman performed an onsite condition assessment walkdown with PWC and FNI for the four Cumberland County/NORCRESS wastewater lift stations. Please refer to the below sections for detailed meeting minutes.

Meeting Discussion:

General:

- 1. PWC advised that the existing Cumberland County/NORCRESS lift stations were built around the same time in the early 2000s.
- 2. Lift stations' exhaust fans are controlled by the thermostat for temperature control and not necessarily used for hazardous declassification.
- 3. Photocells at the individual lift stations control the outdoor lighting.

- 4. PWC indicated pole area lighting would be desired for better visibility at night.
- 5. The corrosive environment in the lift stations has caused generator and automatic transfer switch failure and rust. Most of the automatic transfer switches do not automatically transfer and require manual transfer and resetting.
- 6. The lift station TCU controllers have been failing which is causing loss of control and alarming to the SCADA system. When a TCU controller fails, PWC estimated a repair cost of approximately \$2,000 to \$3,000.
- 7. PWC indicated a project to convert all of PWC lift stations' TCU controllers to Rockwell PLCs with cell modem communication. PWC estimated \$60,000 per site to perform this upgrade.

Wade 1:

8. The generator and automatic transfer switch have been out of service for several years. A bypass pump is brought to the lift station during power outages.

Wade 2:

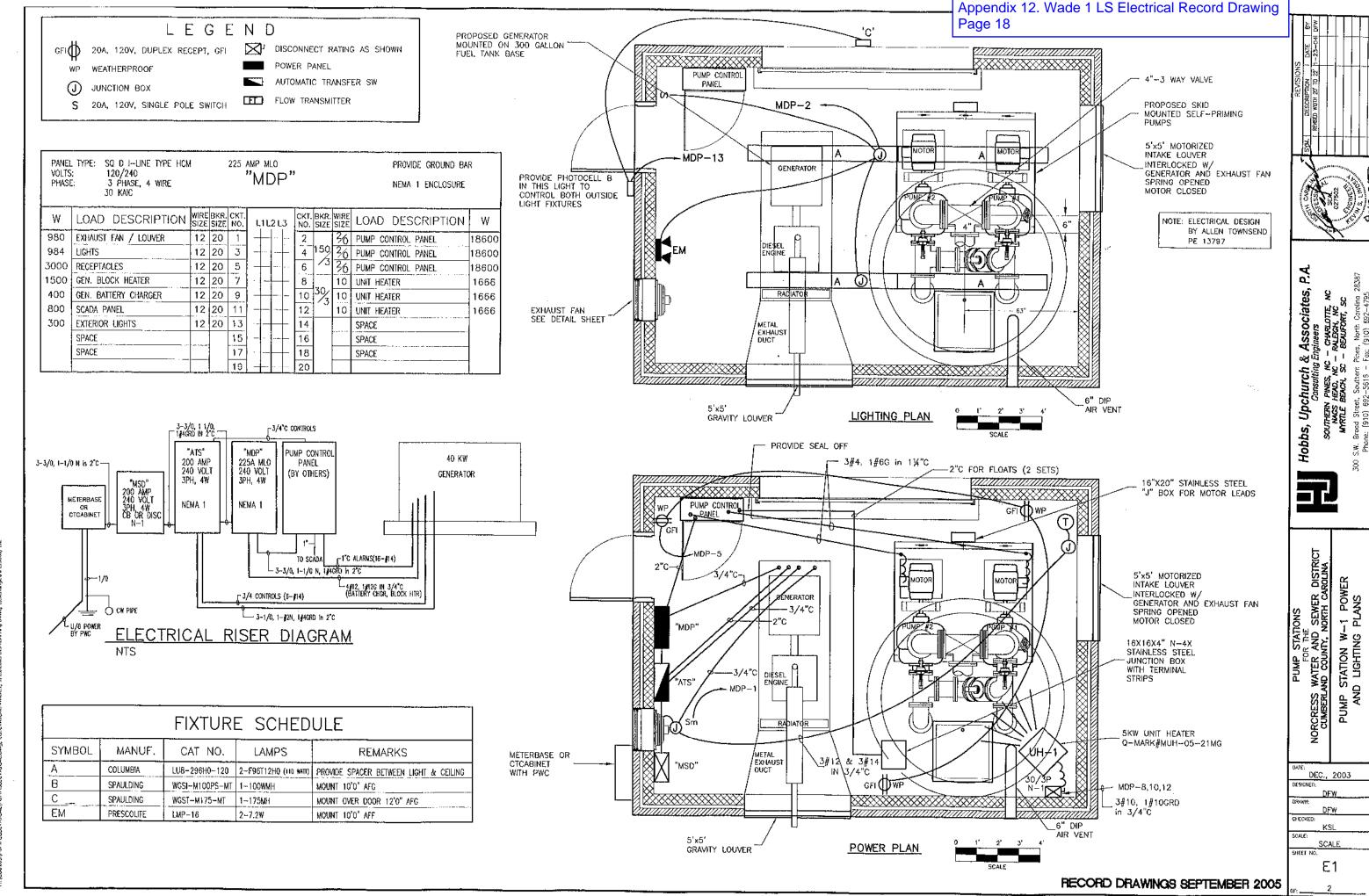
9. The wet well vent rusted the communication tower base at Wade 2. PWC indicated the tower has fallen over.

Godwin:

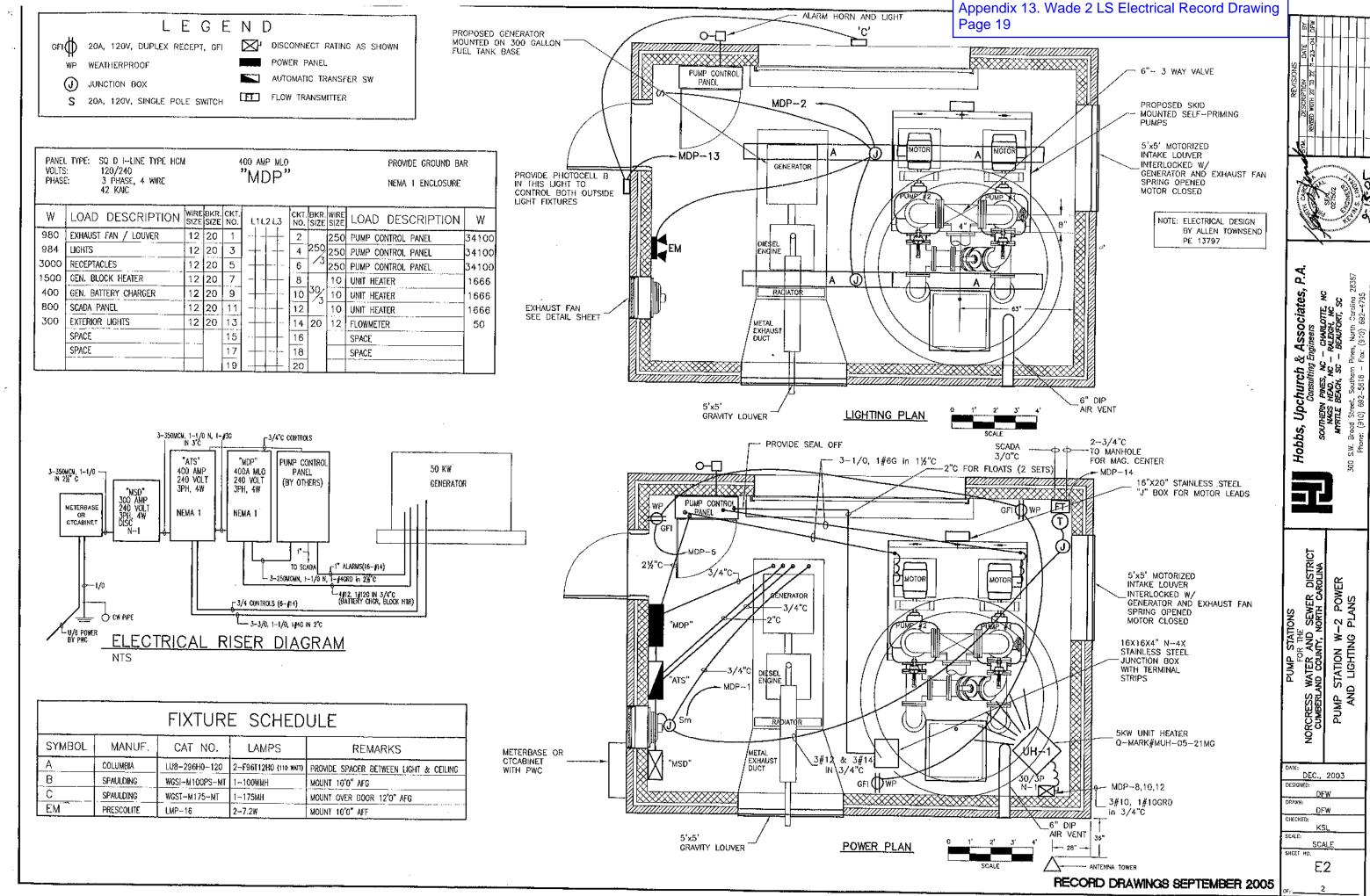
- 10. PWC indicated Godwin does not have as many electrical issues as the other lift stations.
- 11. A phase voltage alarm frequently occurs for Godwin. PWC described this lift station has power quality issues.
- 12. The Falcon lift station's communication signal is sent to Godwin. If the Godwin tower goes down, the SCADA system will lose both the Godwin and Falcon lift stations.
- 13. Godwin showed signs of flooding. The electrical conduit through the floor and the generator base showed signs of rust. PWC indicated the flooded water leaks into wet well which then pumps the water out of the lift station.

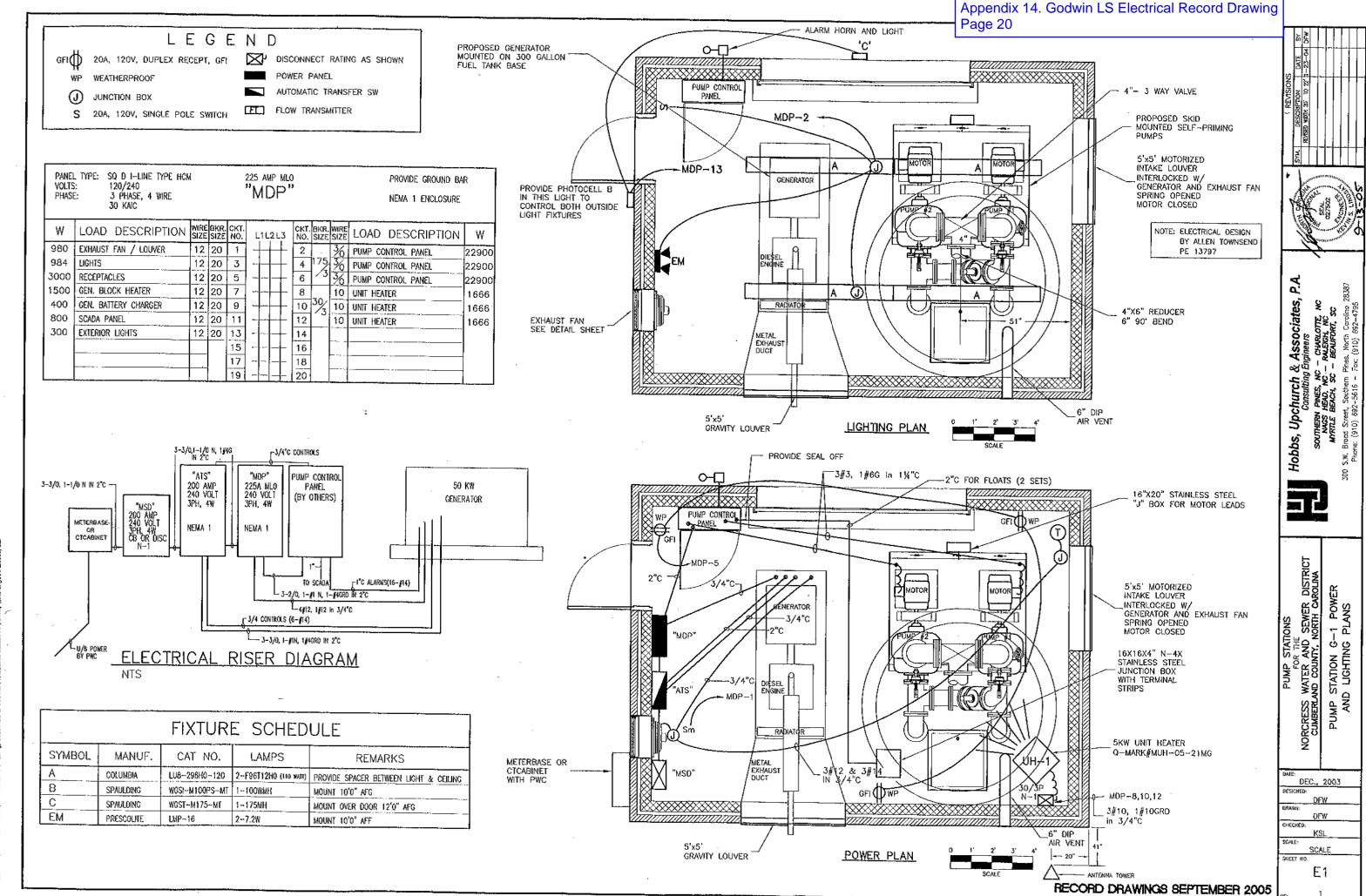
Falcon:

- 14. Falcon showed signs of flooding. The electrical conduit through the floor, the generator base, and communication tower base showed signs of rust.
- 15. PWC detailed the Falcon lift station has the most trouble in regards to the SCADA system.

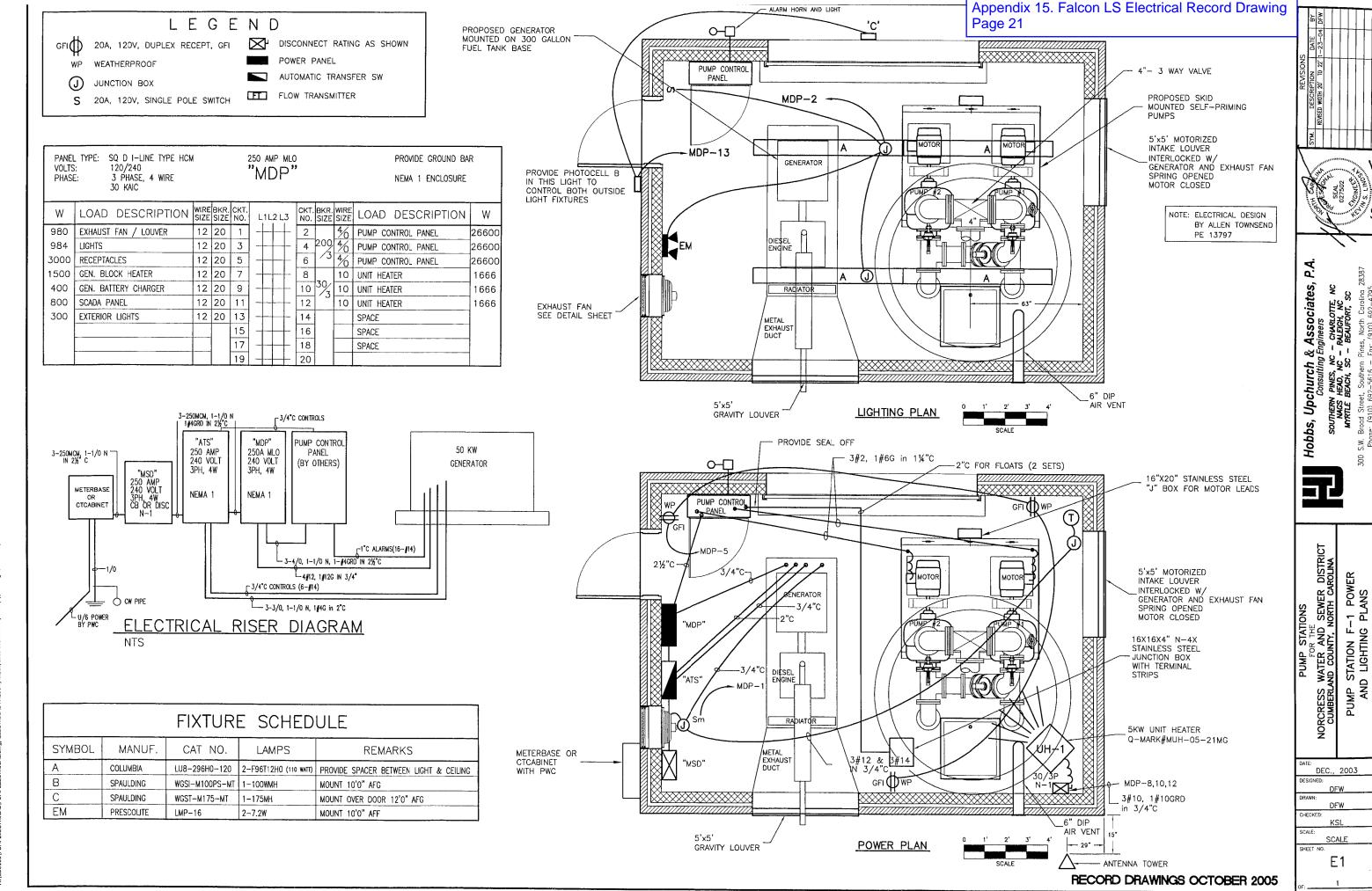


NC-1247/





POWPEECTRICAL PUMPEECTXICAL LAWS, ELECTRICAL-GODWIN, 9/15/2005 8/32/39 AM, DWRT, Nextrangel PALISOO, 1:2

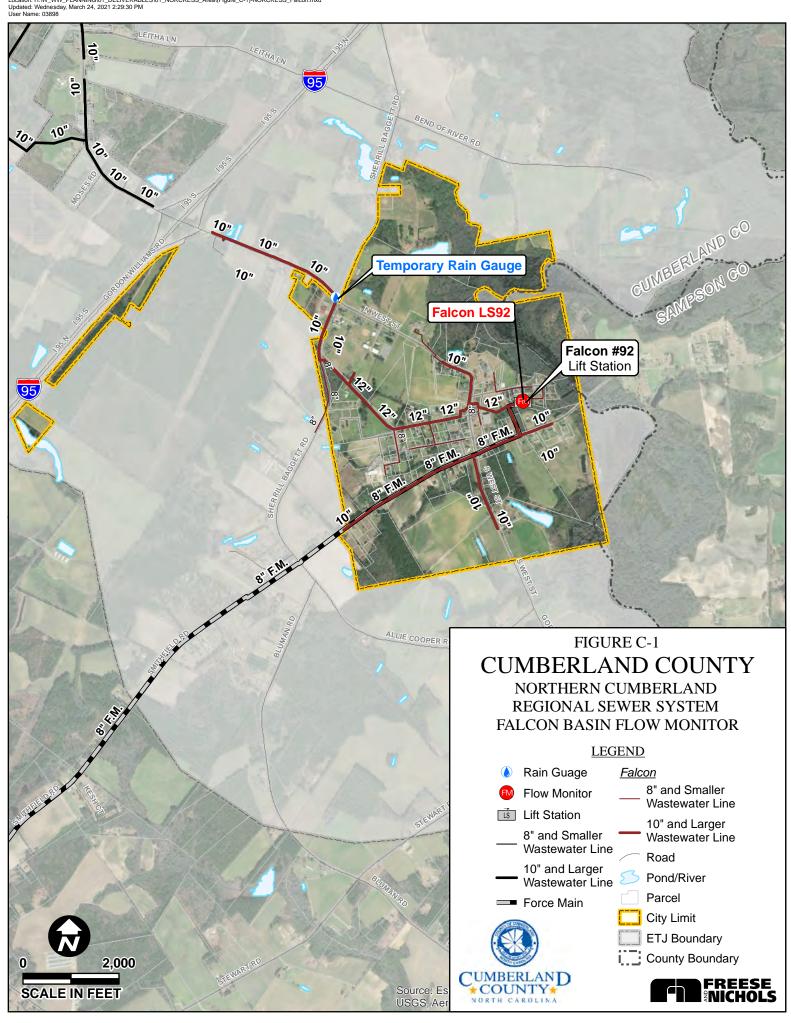


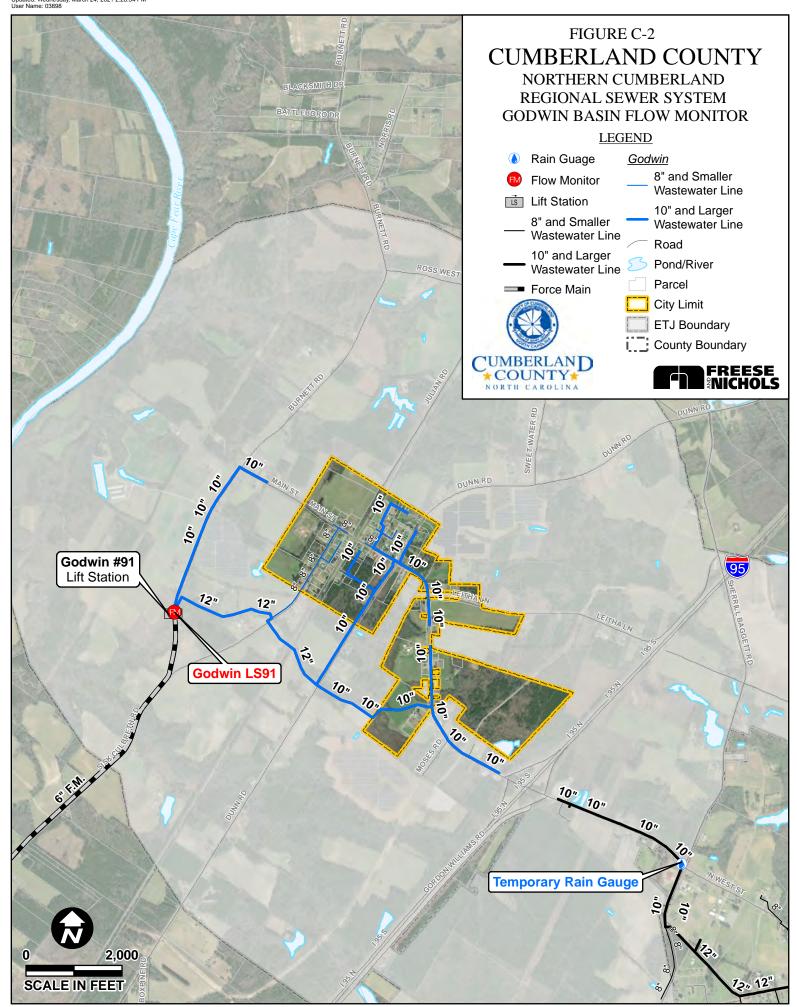
H:\CU0103\PUMPE.ECTRICAL\PUMPELECTRICAL.dwg, ELECTRICAL-FALCON, 10/20/2005 9:14:24 AM, DWift,\\exchange\HPU5000, 1:2

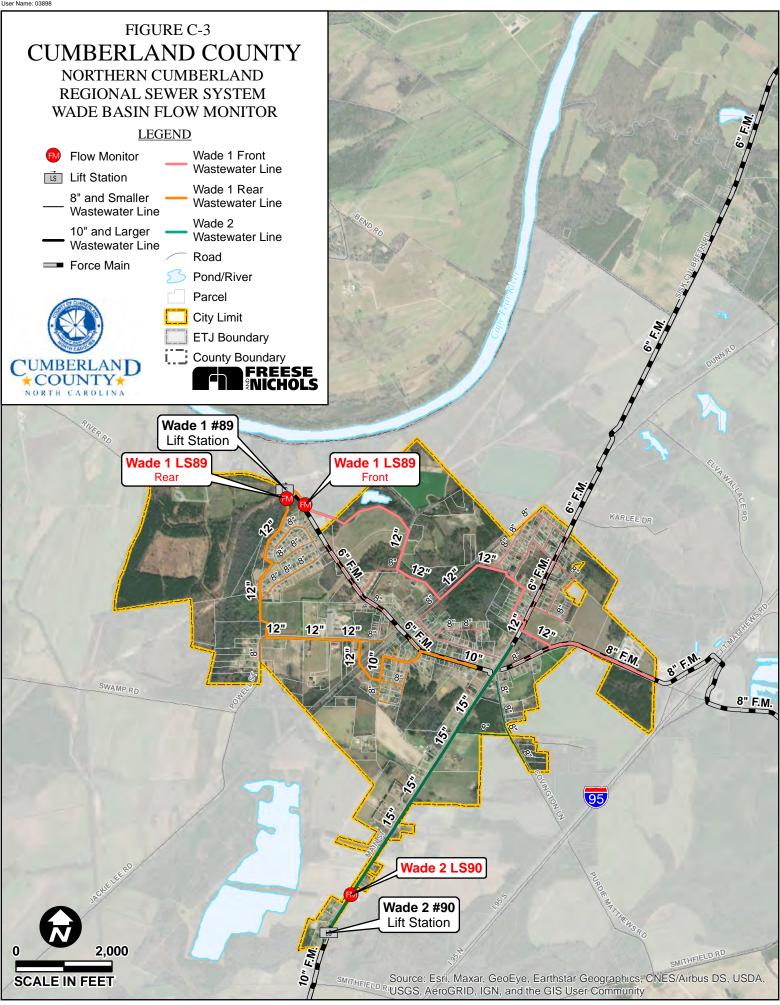


APPENDIX CIndividual Lift Station Basin Flow Monitors

Created By Freese and Nichols, Inc.
Job No.: CBL20465
Location: H:W, WW_PLANNING\01_DELIVERABLES\01_NORCRESS_Area\(Figure_C-1)-NORCRESS_Falcon.mxd
Updated: Wednesday, March 24, 2021 2:29:30 PM
User Name: 03888









APPENDIX D

Flow Monitoring Installation Reports

HYDROSTRUCTURES"	Northern Cumberland Regional Sewer System District Cumberland County, North Carolina
LOCATION INFORMATION	
Meter ID	Wade 2 LS#90
SITE ADDRESS/LOCATION:	6650 Main St
INSTALL DATE:	11/10/2020
MANHOLE ID:	SMH028040
Comments:	
SITE INCODMATION	HYDRALILIC INFORATION

 SITE INFORMATION

 PIPE MATERIAL:
 PVC
 INITIAL VELOCITY (ft/s):
 2.9

 PIPE DIAMETER (Inches):
 15
 INITIAL LEVEL (Inches):
 2.0

GROUND COVER PIPE INSTALLATION





METER INSTALLATION METER LOCATION





HYDROSTRUCTURES'		Northern Cumberland Regional Sewer Syste Cumberland County, North Carolina	
LOCATION INFORMATION			
Meter ID	Wade LS#89 - Front		
SITE ADDRESS/LOCATION:	Shoulderof River Rd		
INSTALL DATE:	11/10/2020		
MANHOLE ID:	SMH028202		
Comments:			
SITE INFORMATION		HYDRAULIC INFORATION	
PIPE MATERIAL:	PVC	INITIAL VELOCITY (ft/s):	0.9
PIPE DIAMETER (Inches): 12		INITIAL LEVEL (Inches):	0.8

GROUND COVER PIPE INSTALLATION





METER INSTALLATION	METER LOCATION
--------------------	----------------





HYDROSTRUCTURES"		Northern Cumberland Regional Sewer System District Cumberland County, North Carolina
LOCATION INFORMATION		
Meter ID	Wade LS#89 - Rear	
SITE ADDRESS/LOCATION:	Wade woods	
INSTALL DATE:	11/10/2020	
MANHOLE ID:	SMH028233	
Comments:		
SITE INFORMATION		HYDRAULIC INFORATION
PIPE MATERIAL:	PVC	INITIAL VELOCITY (ft/s): 1.7
PIPE DIAMETER (Inches):	12	INITIAL LEVEL (Inches): 0.5

GROUND COVER PIPE INSTALLATION





METER INSTALLATION METER LOCATION





HYDROSTRUCTURES'	Northern Cumberland Regional Sewer System District Cumberland County, North Carolina
LOCATION INFORMATION	
Meter ID	Falcon LS#92
SITE ADDRESS/LOCATION:	LS#92
INSTALL DATE:	11/10/2020
MANHOLE ID:	SMH026884
Comments:	
SITE INFORMATION	HYDRAULIC INFORATION

INITIAL VELOCITY (ft/s): INITIAL LEVEL (Inches): PIPE DIAMETER (Inches): 11.75 2.5 PIPE INSTALLATION GROUND COVER

PVC



PIPE MATERIAL:



1.7

METER INSTALLATION METER LOCATION





Northern Cumberland Regional Sewer System District Cumberland County, North Carolina
Godwin LS#91
Lift Station 91 Burnett Rd
11/10/2020
SMH027944

 SITE INFORMATION

 PIPE MATERIAL:
 PVC
 INITIAL VELOCITY (ft/s):
 0.5

 PIPE DIAMETER (Inches):
 12
 INITIAL LEVEL (Inches):
 2.0

GROUND COVER PIPE INSTALLATION





METER INSTALLATION METER LOCATION



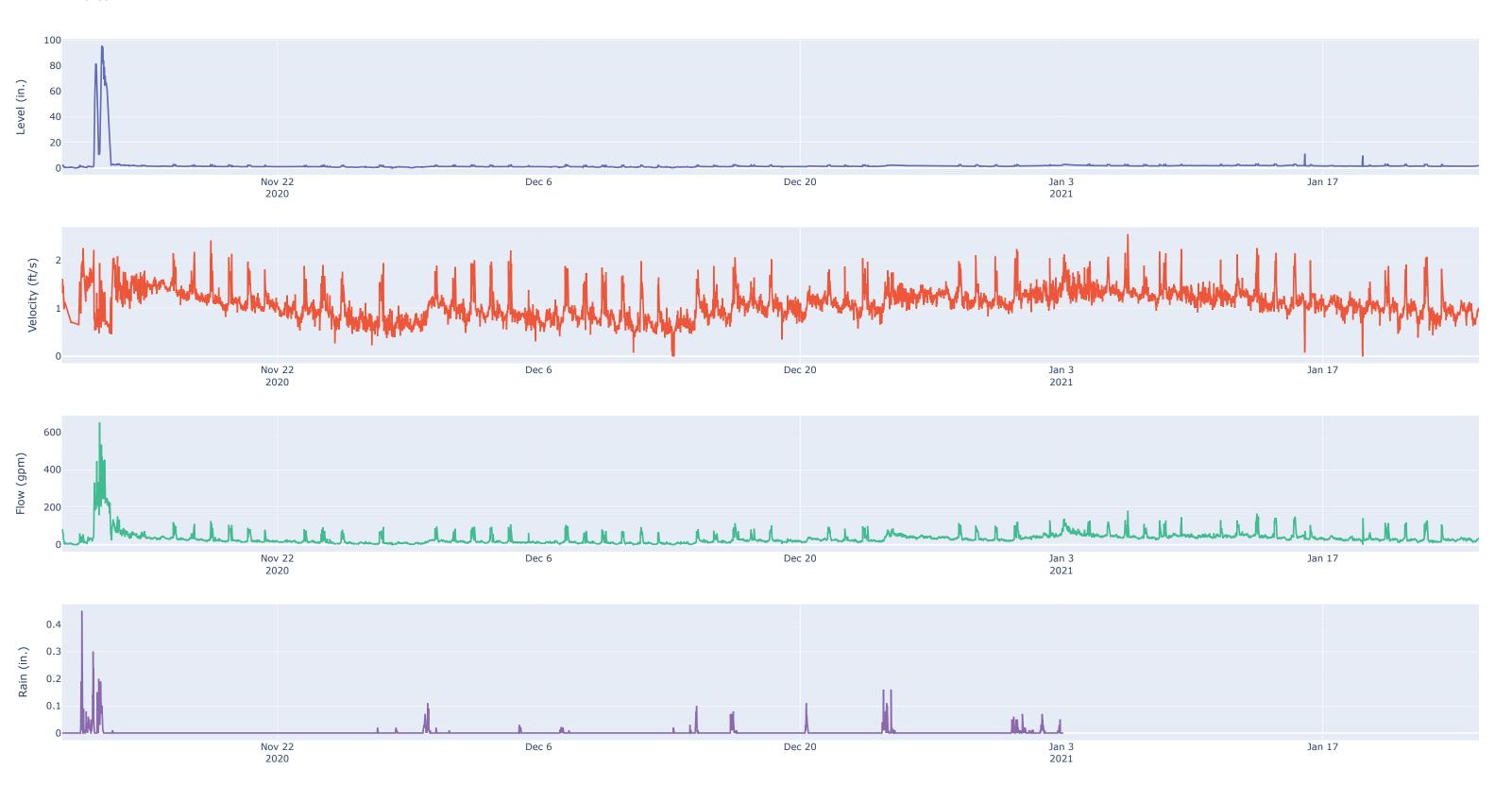




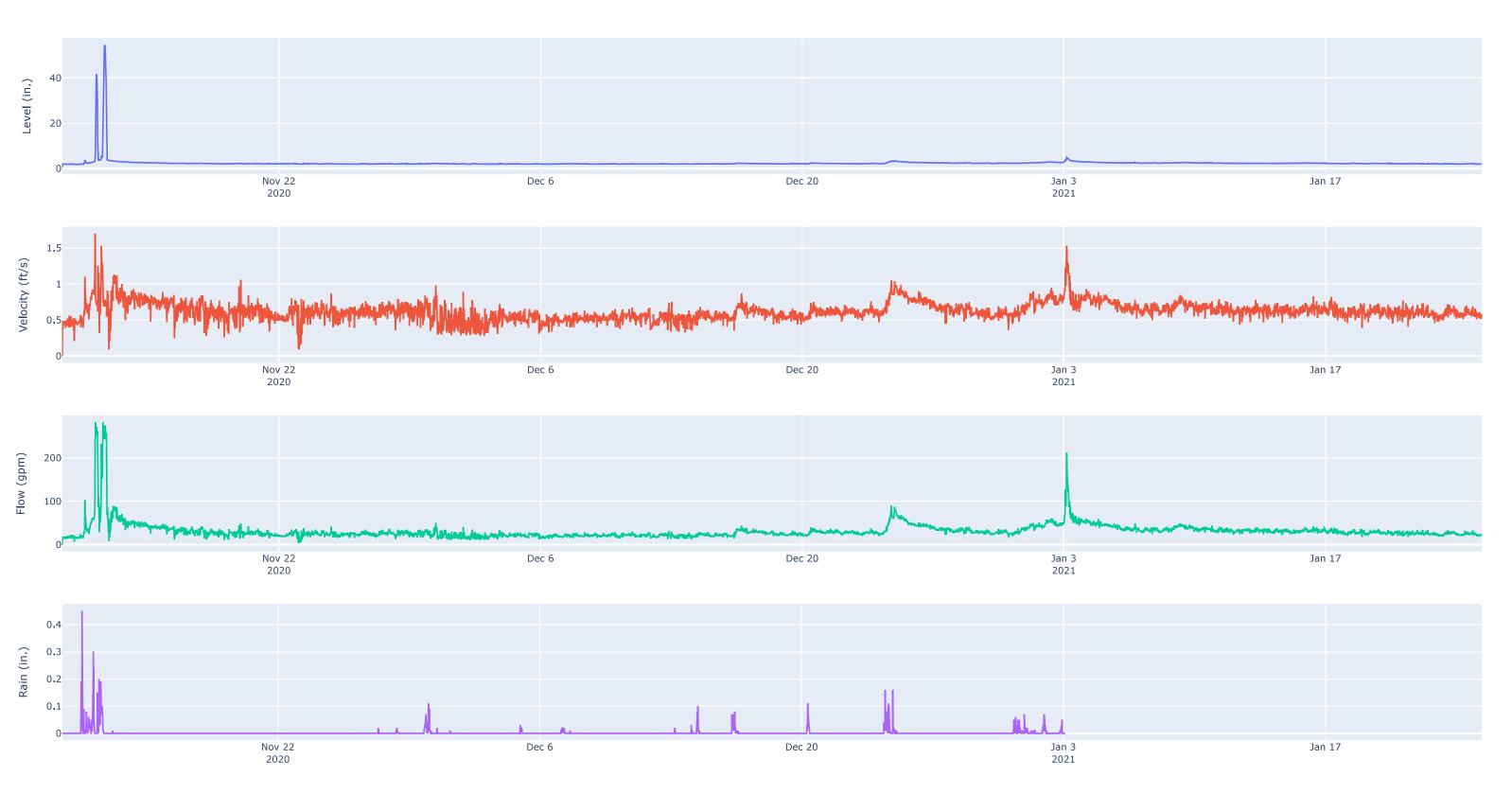
APPENDIX E

Flow Monitor Results Graphs

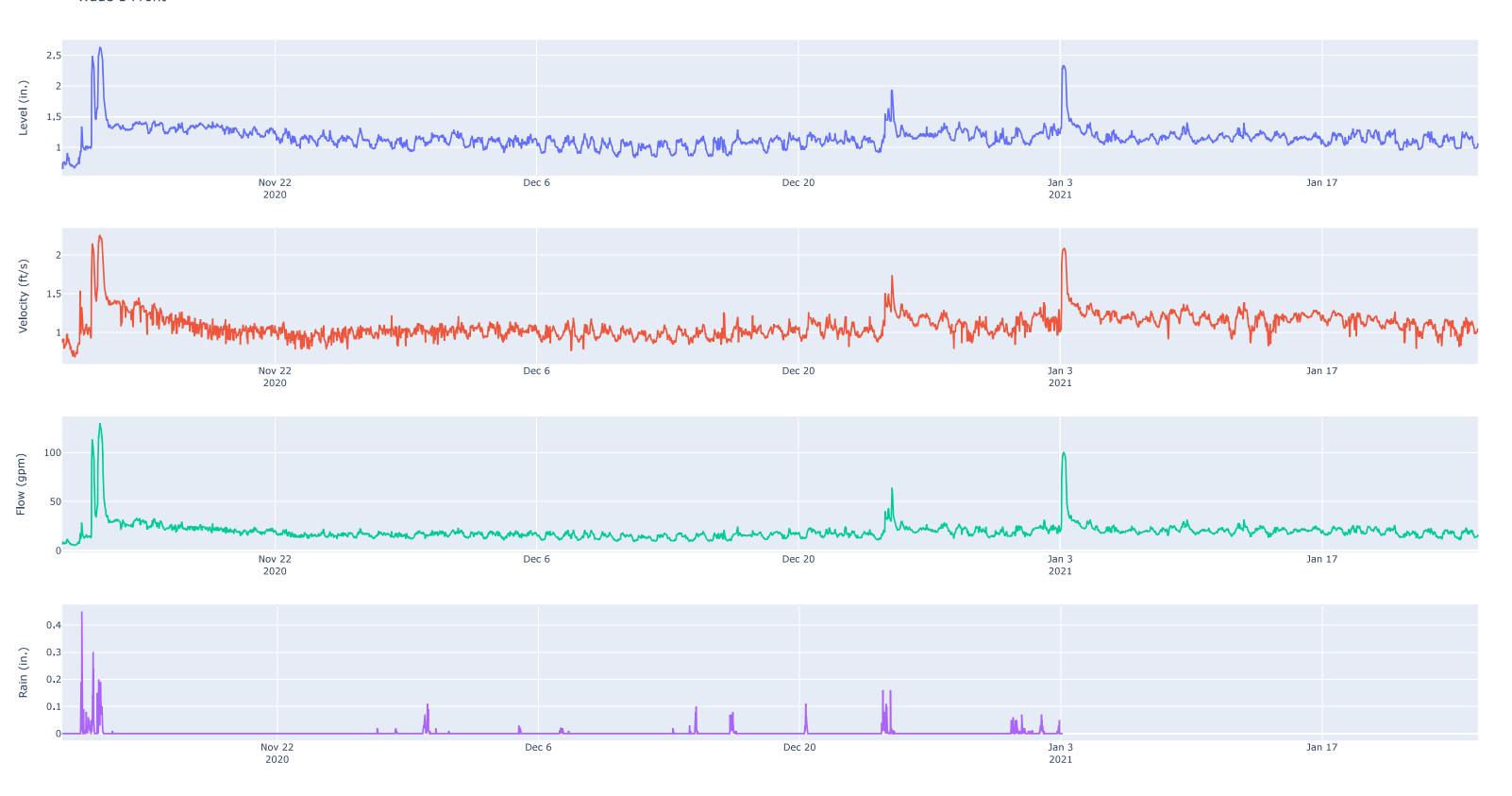




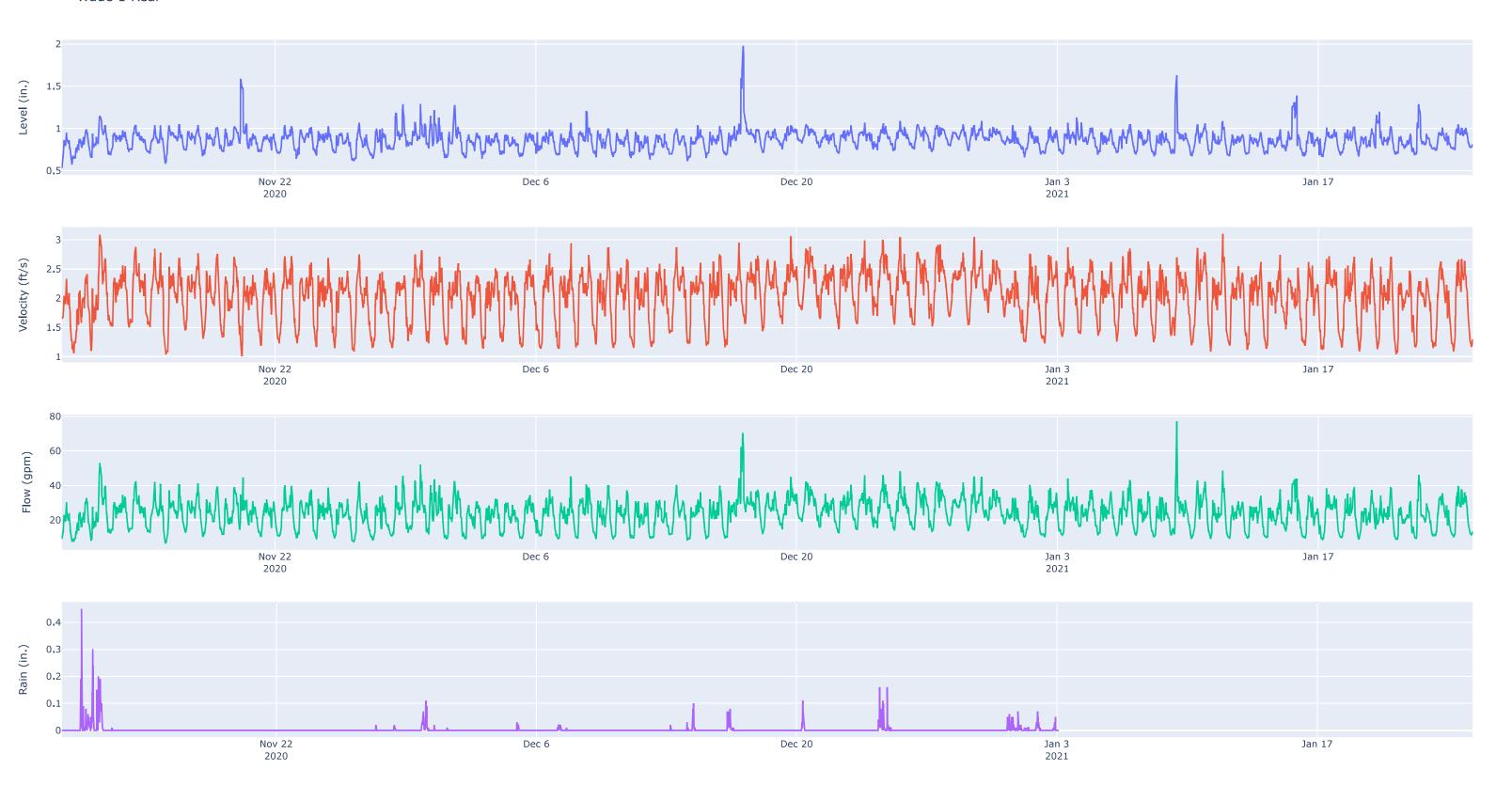




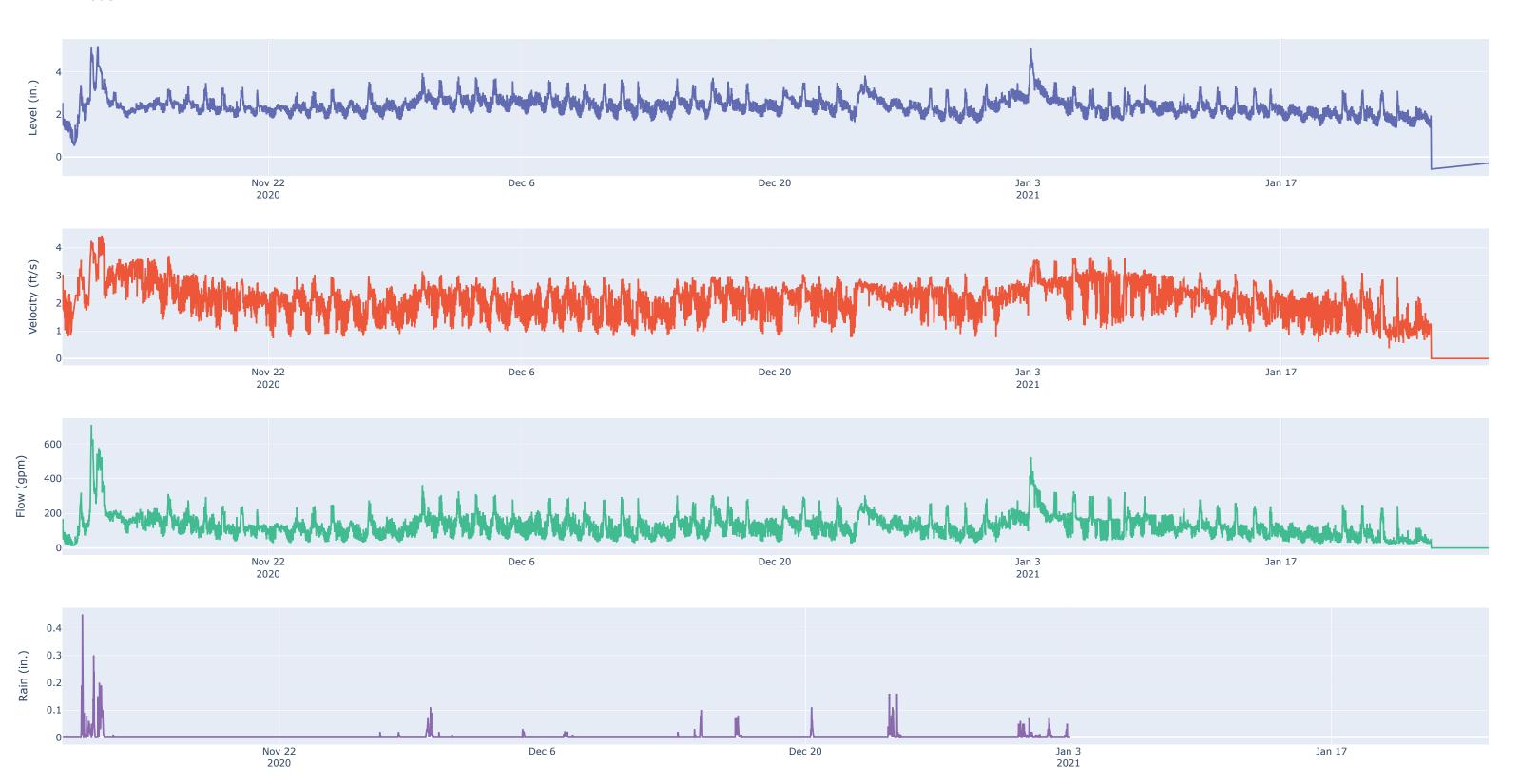
Wade 1 Front



Wade 1 Rear

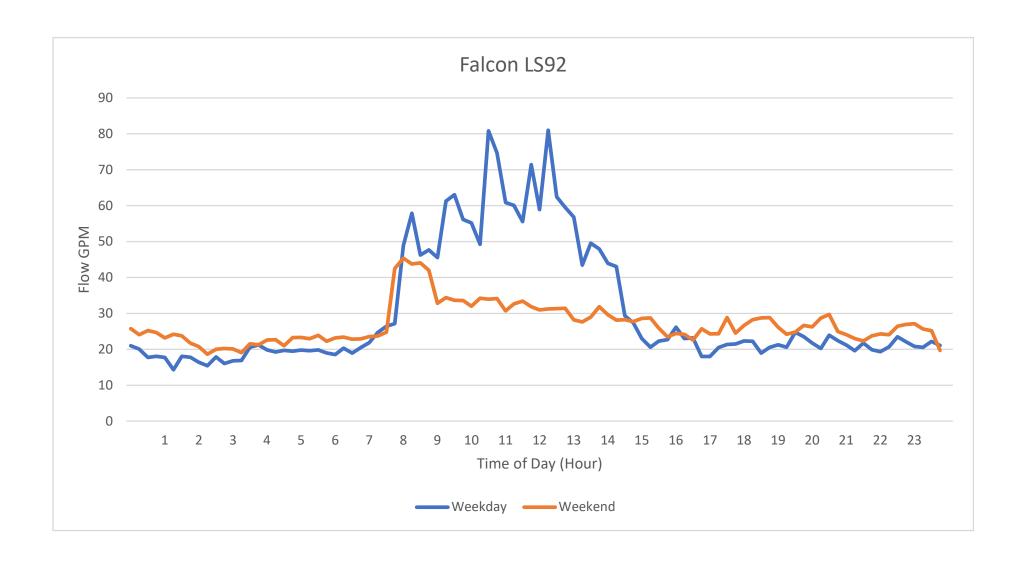


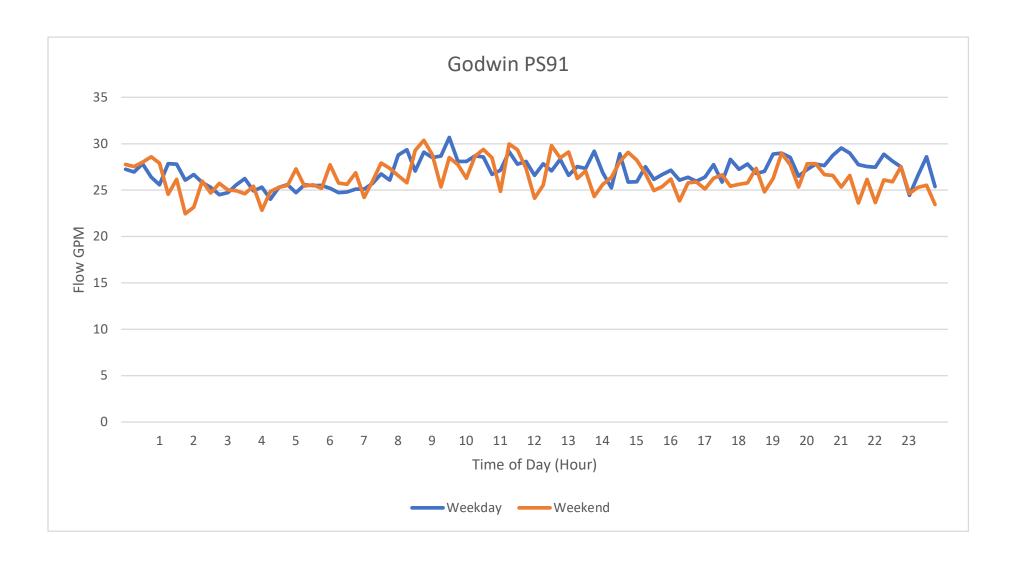
Wade 2

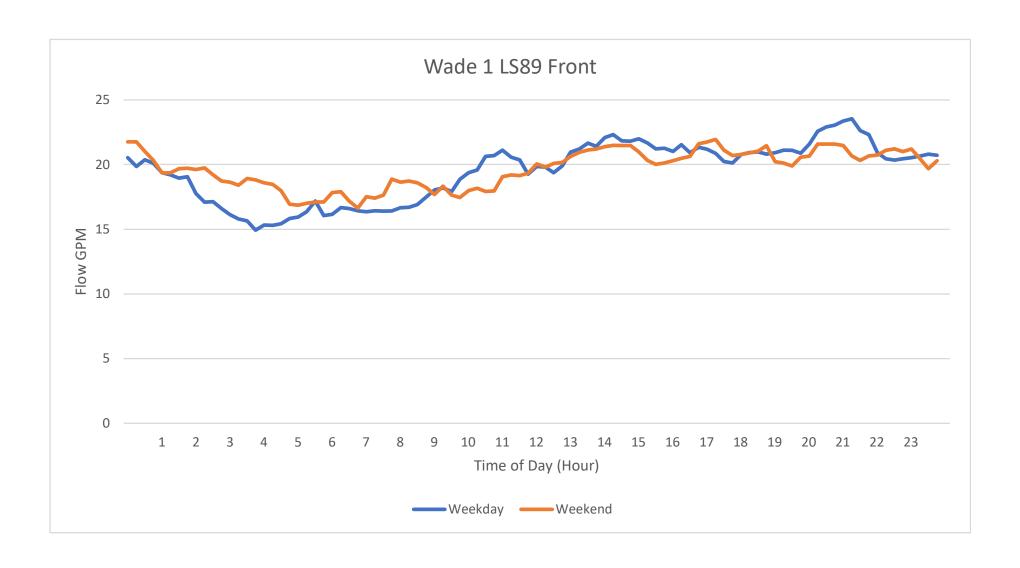




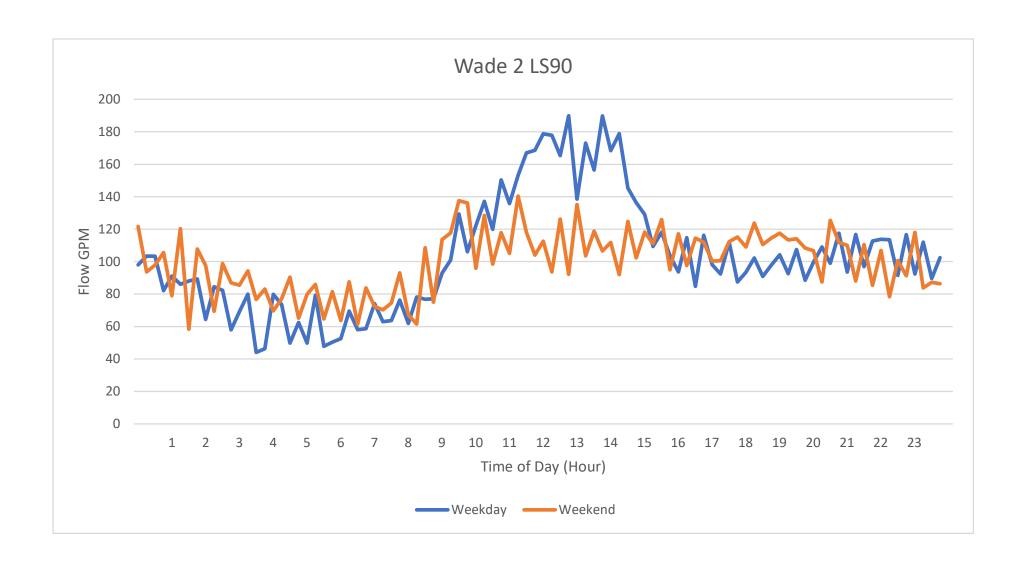
APPENDIX FDry Weather Diurnal Pattern













INFORMATION SERVICES

MEMORANDUM FOR THE AGENDA OF THE JUNE 10, 2021 AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: KEITH TODD, CHIEF INFORMATION SERVICES DIRECTOR

DATE: 6/4/2021

SUBJECT: OVERVIEW OF ENERGOV SERVICES SOFTWARE & CITIZEN SELF

SERVICE (CSS)

Requested by:

Presenter(s): KEITH TODD, CHIEF INFORMATION SERVICES DIRECTOR

BACKGROUND

Energov is a civics software program that allows online management for permits, plans, inspections and codes. The Energov solution allows a paperless management system with a robust dashboard that helps to easily find and manage permitting. Energov CSS is designed to increase citizen and contractor access to permit and plan information online.

The presentation will consist of providing an update on the status with respective departments(Planning and Environmental Health) presenting on specific benefits to their processes and for the Citizens.

RECOMMENDATION / PROPOSED ACTION

For information purposes only.



DEPARTMENT OF PUBLIC HEALTH

MEMORANDUM FOR THE AGENDA OF THE JUNE 10, 2021 AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: DR. JENNIFER GREEN, PUBLIC HEALTH DIRECTOR

DATE: 6/1/2021

SUBJECT: RESOLUTION TO ESTABLISH A JOINT FORT BRAGG &

CUMBERLAND COUNTY FOOD POLICY COUNCIL

Requested by: AMY CANNON, COUNTY MANAGER

Presenter(s): MARTINA SCONIERS- TALBERT AND COURTNEY MOORE

BACKGROUND

CCDPH, Fort Bragg Public Health, UNC and UNCG collaborated on an application to the Aetna foundation. In 2020 CCDPH was awarded \$100,000 dollars over a 2-year period for the Aetna Foundation's Healthiest Cities and Counties Challenge to jointly address food insecurity with Fort Bragg, UNCG and UNC on and off base. This project currently includes 2 part time resident leaders and two subcommittees that are working on two separate issues. The food assessment subcommittee is working on assessing the food environment on and off base using a tool called Google My Maps. Residents can sign up to go into stores and do a brief survey about the healthy food options in those stores. This assessment will be used to inform the work for years to come. The food policy council subcommittee is working on the development of the first joint Military/County Food Policy Council in the nation. They have developed bi-laws, term limits etc. to help in prepare for the establishment of the joint food policy council in Cumberland County.

RECOMMENDATION / PROPOSED ACTION

Cumberland County Department of Public Health and Fort Bragg Department of Public Health are recommending that the Cumberland County Board of Commissioners adopt a resolution supporting the Resolution to Establish a Joint Fort Bragg & Cumberland County Food Policy Council as an item of business at its June 10, 2021 Agenda Session.

ATTACHMENTS:

DescriptionTypeFood Policy Council Resolution FINAL JGBackup MaterialHCCC County Commissioners Meeting Food Policy Council Draft_CAM MST
DRAFT PresentationBackup Material

RESOLUTION NO. 1

Resolution to Establish a Joint Fort Bragg & Cumberland County Food Policy Council

WHEREAS, the accessibility of healthy, nutritious foods for the residents of Cumberland County and Fort Bragg is an essential component to a thriving community;

WHEREAS, the state of North Carolina is above the United States average for food insecurity; and whereas based on data from 2018, approximately 56,000 residents (16.9%) in Cumberland County face food insecurity, a rate higher than North Carolina, overall. Approximately 19,000 of those who are facing food insecurity are children;

WHEREAS, Fort Bragg, being the most populated Army installation, is home to 10% of the Army's active component forces, with most of those soldiers and their families residing in Fayetteville and the surrounding cities; and 25% of food deserts in Cumberland County are located on Fort Bragg;

WHEREAS, a joint Fort Bragg & Cumberland County Food Policy Councill aims to address shortcomings in the local food system and will push for policy changes to be made that will make healthy, nutritious foods more attainable for all residents.

THEREFORE, BE IT RESOLVED, The Cumberland County Board of Commissioners supports the establishment of The Fort Bragg & Cumberland County Food Policy Council. The Fort Bragg & Cumberland County Food Policy Council shall become effective after passage by the majority of the Board and shall continue annually, unless terminated.

Section 1: Duties & Responsibilities

The Fort Bragg & Cumberland County Food Policy Council will be responsible for the following stated duties:

- (A) Increase accessibility to healthy, nutritious foods in both Fort Bragg and Cumberland County by identifying and recommending policy changes to Fort Bragg and Cumberland County leadership.
- (B) Incorporating health, equity, and sustainability considerations in policies, processes, and decision-making process as it relates to food insecurity
- (C) Decrease the current number of adults and children facing food insecurity in the County (approximately 56,000).
- (D) Communicate with various food system stakeholders for their expertise and build a better sense of cohesion amongst food system workers.
- (E) Collaborate with Community Food Strategies to network with other existing Food Policy Councils in the Southeast Region of North Carolina
- (F) Explore ways to conserve local resources such as plants and soil, water, air quality, farming and agricultural land, local livestock, and capital.

The Fort Bragg & Cumberland County Food Policy Council shall serve as an advisory board and has no authority to take official action on behalf of Fort Bragg and Cumberland County.

Section 2: Membership

The Fort Bragg & Cumberland County Food Policy Council will consist of a maximum of fifteen members appointed by the Cumberland County Commission Chair with guidance and approval from the Board of Commissioners. With equity at the forefront, members will be recruited with the aim to reflect the racial, economic, and geographic diversity of Cumberland County and Ft. Bragg, including those who have experienced food insecurity. Each member of the Council will be appointed to a 1-year term. Term end dates will be staggered to ensure at least three members with experience can pass on knowledge to new members. Membership for the Food Policy Council will include the following:

- (A) Two co-chairs
 - a. One military chair from Fort Bragg
 - b. One civilian chair from Cumberland County
- (B) At least three community members who do not work in local government or health agencies
- (C) Two members involved in local farming and agriculture
- (D) One member representing local higher education (Fayetteville State University, Methodist University, & Fayetteville Technical Community College)
- (E) One member representing Fort Bragg Schools
- (F) One member representing Cumberland County School District
- (G) Three members who work in the fields of healthcare, public health, food insecurity/food access, or child and adult care
- (H) Two members who work in local government

Cumberland County Health Department will provide staff support to the Food Policy Council as available

Section 3: Meetings

- (A) The first meeting for the Fort Bragg & Cumberland County Food Policy Council shall be held by September, 2021.
- (B) At minimum, four meetings shall occur held each year. There will be a notice given at least 14 days prior to any upcoming meetings, and the proposed agenda for each meeting shall be made available to the public at least seven days prior to meeting. Emergency meetings shall be announced by Co-chairs and, if extenuating circumstances exist, members of the Council may participate by means of conference call or virtual video platform. Minutes shall be promptly recorded and made available to the public on the County website

Section 4: Bylaw Evaluation

Formal reviews and updates to the bylaws will be conducted annually. Bylaws may be adapted, changed, or modified as needed, with the consent of the Co-chairs and majority approval from the Council.

Section 6: Funding

The Fort Bragg & Cumberland County Food Policy Council will receive funding from The Healthiest Cities and Counties Challenge (HCCC) Grant, sponsored by the Aetna Foundation, the American Public Health

Association, and the National Association of Counties. This grant will provide funding until June 2022.	
The Food Policy Council may actively seek grant funding for its activities.	

Section 7: Effective Date	
PASSED, APPROVED, and ADOPTED by The Cumberla day of June 2021.	and County Board of County Commissioners this
	Charles Evans, Chair Cumberland County Board of Commissioners
Attest:	cumberiana country board of commissioners
Candice White, Clerk Cumberland County Board of Commissioners	
Certified by: (SEAL)	
Date:	

Cumberland County Commissioners Meeting

Establishment of a Joint Fort Bragg & Cumberland County Food Policy Council

Thurs. June 10, 2021



HEALTHIEST CITIES AND COUNTIES CHALLENGE (HCCC)

HCCC GRANT

- A program funded by the Aetna Foundation, American Public Health Association (APHA) and the National Association of Counties (NACo).
- The program supports communities that are changing the way they work together across sectors to reduce disparities in chronic disease outcomes.
- Cumberland County was awarded a 2-year grant 100k (50k/year) to address food insecurity and change the food access systems through community engagement among Cumberland County and Fort Bragg residents.
- Collaborative effort between Cumberland County Dept of Public Health, the Fort Bragg Department of Public Health and the University of North Carolina Greensboro.

FACING THE FACTS OF FOOD INSECURITY

Food Insecurity is the state of being without reliable access to adequate, affordable, nutritious food.

- In 2018, North Carolina ranked above the United States average for food insecurity.
- Approximately 56,000 residents (16.9%) in Cumberland County face food insecurity, a rate higher than North Carolina, overall.

Approximately 19,000 of those who are facing food insecurity Cumberland County are children.

GOALS OF THE HCCC PROJECT

HCCC GRANT AIMS

- Advance health equity
- Improve access to foods that support healthy eating patterns

CUMBERLAND COUNTY-FORT BRAGG GRANT GOALS

- Establish a joint Cumberland County-Fort Bragg Food Policy Council
- Conduct a food environment assessment that includes at least three policy recommendations
- Implement at least two policy, system or environmental priorities as identified by our local food policy council

HCCC PARTNERS

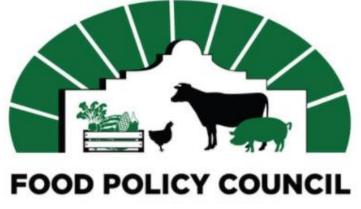
- Womack Army Medical Center
- Partnership for Children
- Better Health
- Alliance Health
- Partnership for Children
- Action Pathways
- DSS
- Noonday Kitchen



RESOLUTION: ESTABLISHMENT OF FOOD POLICY COUNCIL

Food Policy Council Aims:

- to address shortcomings in the local food system
- push for policy changes to be made that will make healthy, nutritious foods more attainable for all residents
- The Fort Bragg & Cumberland County Food Policy Council shall serve as an advisory board and will be funded by HCCC Grant until June 2022



RESOLUTION: ESTABLISHMENT OF FOOD POLICY COUNCIL

Food Policy Council Duties & Responsibilities:

- Increase accessibility to healthy, nutritious foods
- Incorporating health, equity, and sustainability considerations in policies, processes, and decision-making process as it relates to food insecurity
- Decrease the current number of adults and children facing food insecurity
- Communicate with various food system stakeholders
- Collaborate with Community Food Strategies to network with other existing Food Policy Councils
- Explore ways to conserve local resources

RESOLUTION: ESTABLISHMENT OF FOOD POLICY COUNCIL

Membership

- Maximum of 15 appointed members (one-year term)
 - Two co-chairs (one military from Fort Bragg, one civilian from Cumberland County)
 - Two members involved in local farming and agriculture
 - Three members representing local education
 - Three members who work in the fields of healthcare, public health, food insecurity/food access, or child and adult care
 - Two members who work in local government
- Meetings will be held quarterly.

Thank You



EMERGENCY SERVICES DEPARTMENT

MEMORANDUM FOR THE AGENDA OF THE JUNE 10, 2021 AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: GENE BOOTH, EMERGENCY SERVICES DIRECTOR

DATE: 5/28/2021

SUBJECT: EXTENSION OF NORTH CAROLINA 9-1-1 BOARD GRANT

Requested by: GENE BOOTH, EMERGENCY SERVICES DIRECTOR

Presenter(s): GENE BOOTH, EMERGENCY SERVICES DIRECTOR

BACKGROUND

In November 2019 the County was awarded a grant totaling \$2,251,387 by the North Carolina 911 Board for the new 911 Call Center located in the future Emergency Services Building at 500 Executive Place. The grant will help fund renovation and construction costs for the call center, including space for 15 workstations and five live training workstations. The amount awarded represents 22% of the total estimated project cost. The Grant award was in effect for the period starting November 16, 2019 until June 30, 2021. County staff and the North Carolina 9-1-1 Board would like to extend the grant period until April 30, 2022.

RECOMMENDATION / PROPOSED ACTION

Staff recommends the approval of the grant extension and requests this item be moved to the Consent Agenda at the June 21, 2021 Board of Commissioners' Meeting and for the Board to authorize the County Manager to sign the extension of the grant.

ATTACHMENTS:

Description

Cumberland County Grant Amendment

Backup Material

AMENDMENT To the 911 Grant Agreement G2020-06 for Cumberland County

THIS AMENDMENT is entered into by and between the North Carolina 911 Board (Board), and the Cumberland County, 131 Dick St, PO Box 1829, Fayetteville NC 28301 (County).

Whereas the Board and County acknowledge they entered into the Grant Agreement on or about 15 November 2019;

Whereas the Grant Agreement term will end 30 June 2021,

Whereas the County encountered delays in the construction schedule by its contracted vendors.

Whereas the County terminated its construction contract styled as a "Construction Manager at Risk",

Whereas the County replaced its construction contract with a "Design-Bid-Build" contract,

Whereas the County's contracting processes and procedures were conducted pursuant to its authority and without review or approval by the 911 Board, and

Whereas the requested extension of the grant Agreement term was reviewed and approved by the Board's Executive Director.

Therefore, the Parties now agree to amend the Grant Agreement as follows:

- 1. The term of the Agreement is modified to extend through 30 April 2022.
- 2. Except as modified herein, the Agreement continues in effect as written and agreed.

IN WITNESSETH WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

ATTEST: By: ______ By: _____ Title: _____ Date:

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

Date: _____

By:_____ Chief Finance Financial Officer

N.C. 911 Board

Cumberland County

By: ______ Title: _____ Date: _____



PLANNING AND INSPECTIONS DEPARTMENT

MEMORANDUM FOR THE AGENDA OF THE JUNE 10, 2021 AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: IFETAYO FARRAKHAN, COMMUNITY TRANSPORTATION PROGRAM

MANAGER

DATE: 5/6/2021

SUBJECT: FY21 RURAL GENERAL PUBLIC PROGRAM (RGP) CONTRACT

AMENDMENTS FOR RIDES TO VACCINATION SITES

Requested by: AMY H. CANNON, COUNTY MANAGER

Presenter(s): RAWLS HOWARD, DIRECTOR OF PLANNING AND INSPECTIONS

BACKGROUND

The Community Transportation Program (CTP) received Board approval to recognize Coronavirus Aid, Relief and Economic Security (CARES) Act funding from the Department of Health and Human Services through NCDOT in the amount of \$44,561.00 at the February 15, 2021 meeting.

To finish this fiscal year's financial obligations to B & W Transporting, Incorporated and Famiks Transport, Inc., who provides contracted transportation services for the Cumberland County Community Transportation Program, the County will need to increase the existing RGP contracts between the County and B & W Transporting Incorporated in the amount of \$22,281.00 and Famiks Transport, Inc. in the amount of \$22,280.00. These contract amendments will authorize the use of the funding to pay specifically for the vaccination rides provided this fiscal year.

Per NCDOT, there is no proposed end date to the funding for vaccination trips, but NCDOT intends to update all CTP providers regarding the status of continued funding as quickly as possible after June 30, 2021. All outstanding invoices for vaccine trips in FY21 are scheduled to be paid through June pending Board of Commissioner approval of the attached contract amendments. All unused funding not spent for FY21 is anticipated to be returned or reallocated per current direction of NCDOT. Final determination is anticipated to be given at the beginning of FY22.

RECOMMENDATION / PROPOSED ACTION

Staff recommends the Board of County Commissioners consider approval of increasing the existing Rural General Public Program (RGP) contracts to pay specifically for the vaccination rides provided this fiscal year between the County and B & W Transporting, Incorporated and Famiks Transport, Inc.. Staff recommends this item be placed on the consent agenda for the June 21, 2021 Regular Meeting.

ATTACHMENTS:

Description	Type
Famiks Contract #2021088	Backup Material
Famiks Contract Amendment	Backup Material
B&W Contract #2021082	Backup Material
B&W Contract Amendment	Backup Material

THIS AGREEMENT, hereinafter known as the RURAL TRANSPORTATION AGREEMENT, made and entered into by and between the County of Cumberland (hereinafter referred to as COUNTY), and FAMIKS Transport, Inc. (hereinafter referred to as FAMIKS).

WITNESSETH

WHEREAS, the COUNTY has developed a plan for Coordination of Transportation for Human Services; and

WHEREAS, this agreement will provide services for the Community Transportation Program (hereinafter referred to as AGENCY).

WHEREAS, the COUNTY was awarded state funds North Carolina Department of Transportation's (NCDOT) Rural Operating Assistance Program (ROAP), effective July 1, 2020 through June 30, 2021. Terms and Conditions of ROAP are hereby incorporated by reference.

NOW THEREFORE, in consideration of the mutual benefits to be derived herefrom, FAMIKS hereby agrees to provide service to a segment of the COUNTY'S client population through the Cumberland County Community Transportation Program under the following terms and conditions:

1. The rate shall be TWENTY FOUR DOLLARS and FIFTY CENTS (\$24.50) per passenger unit of service. The rate shall not be renegotiated during the period of the contract for any reason. For the purpose of this contract a unit is defined as each and every time a passenger boards a vehicle at a location and alights at another location within Cumberland County.

FAMIKS will collect a flat rate fare of TWO DOLLARS and FIFTY CENTS (\$2.50) per one-way trip per passenger trip. Upon embarking, each passenger shall pay such fare and sign the trip log. FAMIKS will collect, count and record daily fare box revenue. Fares collected will be applied to meet the local match requirement. FAMIKS shall retain the fares which will be subtracted from the unit rate when invoicing the COUNTY. Fare logs missing signatures for invoiced trips may result in non-payment by the COUNTY.

- 2. In cases of cancellation, the Community Transportation Program requires transportation requests to be canceled at least one (1) hour prior to pickup to avoid charges for these units. Any trip attempted but on which the client does not travel is coded as a "no-show". A record of no shows and cancellations shall be kept by FAMIKS, and delineated on the billing as such. The COUNTY shall not reimburse FAMIKS for no-shows. No-shows and cancellations shall be reported by FAMIKS to the Transportation Program Coordinator by the end of the week.
- 3. The COUNTY will pay FAMIKS after verification of invoices by the Transportation Program Coordinator. The total amount shall not exceed SEVEN THOUSAND SIX HUNDRED AND EIGHTY DOLLARS AND ZERO CENTS (\$7,680.00) as approved by the Cumberland County Transportation Advisory Board. FAMIKS is responsible for working with the AGENCY to monitor the budget as trips are made. The County shall not make any payment for expenditures in excess of the contract amount (\$7,680.00).
- 4. FAMIKS shall maintain invoices and trip logs for all work performed under this contract. FAMIKS shall submit on a monthly basis to the Transportation Program Coordinator the following information for services provided hereunder:

- a. List of clients served
- b. Dates of units served
- c. Number of no-shows / cancellations
- d. Fare revenue log
- e. Mileage / trip run logs
- 5. FAMIKS shall submit an invoice to the Transportation Program Coordinator by the fifth of the month following provision of service. If no discrepancies are reported, invoices shall be submitted within ten days to the Cumberland County Finance Department for payment. Checks will be issued according to the Cumberland County Finance Department check issuance schedule. Submission of invoices after the fifth of the month shall result in later payment dates.
- 6. In accordance with Federal Transit Administration (FTA) regulation 49 CFR Part 40 and 49 CFR Part 655, the Cumberland County Transportation Advisory Board (TAB) has adopted a drug and alcohol policy applicable to transportation service, which policy is incorporated herein by reference. FAMIKS agrees to adhere to all aspects of the drug and alcohol testing program. Furthermore, FAMIKS agrees to abide by any and all revisions to 49 CFR Part 40 and 49 CFR Part 655 as they are issued by FTA. Changes to 49 CFR Part 40 and 49 CFR Part 655 shall not effect the continuing validity or enforceability of this contract nor shall changes require contract modification.
- 7. All driver drug and alcohol testing will be completed through a testing site approved by the Transportation Program Coordinator. US Healthworks is the current approved site. The Transportation Program Coordinator will randomly select drivers annually to complete the DOT approved drug and alcohol testing. Testing is to be strictly applied to all safety sensitive employees of FAMIKS for pre-employment, random, reasonable suspicion, post-accident, and return-to-duty testing.
- 8. On a quarterly basis, beginning July 1, 2020 and ending June 30, 2021, FAMIKS shall submit an invoice to the Transportation Program Coordinator requesting reimbursement for the cost of its drug and alcohol testing required hereunder. Included in this request must be an original FAMIKS invoice for the total cost for drug and alcohol testing during the reimbursement period and copies of all invoices received by FAMIKS for drug and alcohol testing. The COUNTY will then request reimbursement for the cost of drug and alcohol testing from the North Carolina Department of Transportation Public Transportation Division. Reimbursement will be at the rate of 85% (0.85) of allowable charges. The COUNTY will issue a check to FAMIKS promptly after the COUNTY receives such reimbursement.

If the grants or appropriation of funds to provide drug and alcohol testing reimbursement are lawfully reduced, terminated, or not executed, the COUNTY, at its option, may terminate Paragraph Eight of this contract and shall give FAMIKS fifteen (15) days prior written notice of termination. Following the effective date of such termination, the COUNTY shall have no further obligation to make any payments. However, FAMIKS must continue to follow drug testing and training procedures.

9. Services will normally be provided Monday through Friday between the hours of 5:00 am to 8:00 pm. Transportation services shall not end until all client trips have been completed. Transportation will be provided on all holidays except Christmas and New Year's Day.

- 10. FAMIKS shall only undertake those trips and transport those passengers as authorized by the AGENCY and/or the Transportation Program Coordinator. AGENCY will notify FAMIKS of reservations for demand-response trips and changes to subscription trips one business day prior by 3:00 pm. Payment for trips scheduled by individual clients shall not be covered or reimbursed under this contract.
- 11. The transport company will wait ten (10) minutes for the client to show. After that time, the client will be counted as a no-show.
- 12. The driver will assist handicapped clients if necessary. FAMIKS must comply with the American with Disabilities Act as amended from time to time. FAMIKS shall have sufficient vehicles to transport wheelchair clients. No totally incapacitated clients shall be served pursuant to this contract. FAMIKS will not supply escorts, but must allow the passenger an escort if so requested. The escort must board and exit at the same location as the eligible client. Neither the escort, nor the AGENCY, may be charged for the escort.
- 13. Any and all information regarding a client of the Community Transportation Program is strictly confidential. Information shall not be released to any party in any form without authorization of the individual, the AGENCY and/or the Transportation Program Coordinator.
- 14. All drivers must be properly licensed in the State of North Carolina, have three years driving experience, and be at least 21 years of age. All drivers must have a good driving record for the preceding three years. A written driving record from the State Motor Vehicles Division must be submitted to the Transportation Program Coordinator annually for each driver. Additionally, all drivers who may operate vehicles of 15 or more passengers must possess a Commercial Driver's License with a Passenger endorsement.
- 15. All drivers shall, at all times while on duty in the performance of the services required herein, be neatly and cleanly dressed and maintain a courteous and cooperative attitude in their contact with the public. All drivers shall have an identification badge in plain view so that clients can easily recognize them. All drivers are required to wear ANSI Class 2 Vests at all times. Drivers will not be permitted to smoke or use smokeless tobacco inside the vehicles at any time.
- 16. FAMIKS employees and drivers providing service to AGENCY clients shall be certified in basic Red Cross First Aid and CPR. Copies of Red Cross certification must be provided to the Transportation Program Coordinator.
- 17. All drivers must receive the following training through programs approved by the Community Transportation Program and provide proof of successful completion to the Transportation Program Coordinator within thirty days of completion. FAMIKS will be responsible for meeting training requirements on the following subjects:
 - First Aid Training and CPR
 - OSHA Bloodborne Pathogens Training
 - ADA Sensitivity Training

- Drug & Alcohol Training
- ADA Equipment and Safety Training
- Defensive Driving Training

All costs associated with employee training will be the responsibility of FAMIKS. FAMIKS is responsible for ensuring that each driver is properly acquainted with the requirements of the program and his/her responsibilities as a driver. The Community Transportation Program requires that all training be completed prior to any given driver begins providing service pursuant to this contract. Annual refresher training is required for all drivers.

- 18. FAMIKS shall ensure law enforcement and other proper authorities will be contacted in cases of accident, injury or traffic violation. FAMIKS must contact the Transportation Program Coordinator immediately, and the driver must be sent for drug and alcohol testing immediately. FAMIKS must submit a written report to the Transportation Program Coordinator describing any such event within 48 hours of the event. Included with this report shall also be a copy of the police report if applicable. In cases of injury always dial 911 and seek medical assistance.
- 19. FAMIKS shall ensure the safety of passengers by any and all means necessary, including but not limited to: driver training, retraining, and monitoring; use of seat belts; vehicle maintenance; maintaining order in and around vehicles; providing safety and emergency procedures; etc. All vehicles shall be equipped with fire extinguishers, web cutters, triangles, blood-borne pathogens kits, and first aid kits which shall be furnished by the FAMIKS. Drivers must have the capabilities of using all safety equipment.

FAMIKS shall ensure that all drivers are familiar with and follow the guidelines located in the Cumberland County System Safety Program Plan.

- 20. FAMIKS shall take appropriate action to prevent or minimize inconvenience experienced by clients and to ensure their safety and comfort. In the event of a service disruption or delay that would prevent a scheduled pick-up, FAMIKS is expected to respond appropriately in accordance with a contingency plan.
- 21. Vehicles are the responsibility of FAMIKS. All aspects of maintenance, repair, fuel costs, lease or note payment, cleaning, insurance, etc. are the responsibility of FAMIKS. All vehicles used by FAMIKS for the purposes of supplying transportation services for this contract must be owned or leased by FAMIKS. All vehicles must be clearly marked with FAMIKS's name and phone number as to allow passengers to identify the vehicles.

At minimum, FAMIKS is required to have six vehicles available for use of this program. At least four of those vehicles must have a wheelchair lift or be handicapped accessible. The contractor must have at their immediate disposal two backup vehicles. The COUNTY reserves the right to inspect vehicles for adequacy at announced or unannounced times.

FAMIKS shall comply with all scheduled maintenance so that all vehicles used for this program are at a minimum in accordance with the manufacturer's specifications and/or in accordance with the State's vehicle maintenance standards.

22. FAMIKS shall perform daily pre-trip and post-trip safety inspections on all vehicles. Vehicles failing the daily inspection will not be used in service until the reason for failure is corrected. The Community Transportation Program reserves the right to insure that vehicles are being maintained properly and are in safe operating condition. For passenger comfort, the heating and air-conditioning units of all vehicles must be kept in proper working order. FAMIKS shall keep vehicles clean inside and out. All vehicle exteriors shall be washed weekly and interiors cleaned on a daily basis.

The Community Transportation Program may inspect vehicles at any reasonable time and may bar a vehicle from service until problem(s) are corrected. All service records will be kept for all vehicles for a minimum of 5 years and will be made available to the Transportation Program Coordinator on request.

23. FAMIKS shall ensure all vehicles are properly registered and inspected by the state and have a current inspection sticker. FAMIKS shall provide proof of current

registration and inspections annually to the Transportation Program Coordinator for all vehicles.

- 24. FAMIKS shall maintain adequate insurance (\$1.5M for vehicles with a seating capacity of 15 passengers or less or \$5M for vehicles with a seating capacity of 16 passengers or more) as required by the State of North Carolina covering comprehensive, general liability, commercial automobile, and worker's compensation insurance to protect against the perils of bodily and personal injury and property damage and such liabilities as are imposed or required to be insured against by law. FAMIKS shall provide proof of current insurance annually to the Transportation Program Coordinator.
- 25. The Transportation Program Coordinator shall determine and document eligibility for service under the guidelines for service of its applicable funding sources. No fees shall be charged to individuals determined to be eligible unless expressly authorized in this contract.
- 26. FAMIKS and all personnel acting for it may not solicit or accept any tips or gifts of any kind. If a passenger would like to contribute to the AGENCY's program, he/she may do so by contacting the Community Transportation Program directly.
- 27. Any disputes relating to this agreement shall be referred to the Cumberland County Transportation Advisory Board for final resolution.
- 28. FAMIKS will verbally inform the Transportation Program Coordinator by the end of the workday if feasible, and no later than the start of the next day, of any complaints received. FAMIKS shall provide a written report, when requested, to the Transportation Program Coordinator within 24 hours, containing a brief description of the complaint, as well as a proposed plan detailing steps that can be taken to avoid the occurrence of a complaint-producing incident in the future.
- 29. Cumberland County, the Community Transportation Program, the NCDOT and USDOT, or their designee(s) may at any time perform audits of the financial books, records, and accounts of FAMIKS. FAMIKS agrees to preserve, and to cause any subcontractor to preserve and make available, for a period of five years after the completion of a contract, any and all financial, operations, administrative, and maintenance records pertaining to this contract.

If any overpayment is uncovered in such an audit, it may be charged against FAMIKS future invoices. The Community Transportation Program may withhold payment for services which failed to meet service specifications or are otherwise questionable.

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

FAMIKS Transport, Inc. Ebou Sankareh President 119 Harvest Lane Raeford, NC 28376 (910) 322-1427 Community Transportation Program Ifetayo Farrakhan Transportation Program Coordinator 130 Gillespie Street Fayetteville, NC 28301 (910) 678-7624

- 31. INDEMNIFICATION: FAMIKS shall indemnify and hold harmless the COUNTY from any and all liability, loss, or damage which may arise in the provision of said service due to the action or inaction of FAMIKS or its agents.
- 32. NOTICE OF TERMINATION: This contract may be terminated by either party upon thirty (30) days prior written notice. In the event of termination prior to the normal expiration date of this Agreement, the COUNTY shall pay FAMIKS the cost of transportation provided to AGENCY clients through and including midnight of the day of termination.
- 33. NOTICE OF MODIFICATION: This contract may be amended only in writing signed by each party.
- 34. NOTICE OF TERM: This contract shall be in effect from July 1, 2020 to June 30, 2021.
- 35. ASSIGNMENT CLAUSE: Neither of the parties may assign all or part of its rights under this Agreement, or delegate any performance hereunder or subcontract, without first obtaining the other party's written approval thereof.
- 36. SEVERABILITY: If any provision of this Agreement, or any portion thereof, is held unenforceable or invalid by any Court of competent jurisdiction, the validity or enforceability of the remaining provisions, or portions thereof, shall not be affected thereby and shall remain in full force and effect.
- 37. WAIVER CLAUSE: If either party shall waive any breach of any term, covenant, or condition of this Agreement, it shall not be deemed a waiver of any subsequent breach hereof.
- 38. BINDING EFFECT: This Agreement shall be binding upon and inure to the benefit of the successors, legal representatives, and assigns of the parties hereto, subject to the restrictions herein on assignment.
- 39. ENFORCEABILITY CLAUSE: This Agreement shall be governed by the internal laws of the State of North Carolina without regard to the conflict of laws provisions thereof. The parties agree that North Carolina courts shall have jurisdiction over any disputes arising out of this Agreement and that venue is shall be in Cumberland County, North Carolina.
- 40. If the grant or appropriation of funds to conduct and administer the present program are lawfully reduced, terminated, or not executed, the COUNTY, at its option, may terminate this contract and shall give FAMIKS fifteen (15) days prior written notice of a reduction, termination, or decision not to execute the grant for the scheduled program. Following the effective date of such termination, the COUNTY shall have no further obligation to make any payments.
- 41. The CUMBERLAND COUNTY COMMUNITY TRANSPORTATION PROGRAM REQUEST FOR PROPOSAL, FAMIKS' PROPOSAL, and the CUMBERLAND COUNTY SYSTEM SAFETY PROGRAM PLAN are hereby incorporated by reference, including all stated federal and state requirements and certifications.

CONTRACT FOR SERVICES FISCAL YEAR 2021

IN TESTIMONY WHEREOF, the parties hereto have executed this Contract, by their respective duly authorized representatives, in duplicate originals, one of which is retained by each of the parties, effective the 1st day of July, 2020.

ATTEST

Candice White

Clerk

COUNTY OF CUMBERLAND

W. Marshall Earrcloth

Chair, Board of Commissioners

ATTEST

Witness

FAMIKS Transport, Inc.

Ebou Sankareh

President

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

Vicki Evans

County Finance Director

Approved for Legal Sufficiency

BY:

County Attorney

ZO21 088



CONTRACT#: 2021088

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.

E-VERIFY. CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if CONTRACTOR utilizes a subcontractor, CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes."

Company Name: FAMIKS TRANSPORT INC

E. Sankarel Date 7/6/2020

Contract Check List for Contract Number: 2021098



Please ensure that each requirement below is completed before checking the boxes. Only check boxes that apply to the contract being processed. Boxes that do not apply should have NA written in the box. Please Note: For items with an asterisk NA is not optional! All incomplete contracts will be returned to the submitting department.

			✓ or		
	De	escription	NA		
	1.	All required signatures have been obtained, except for Legal and Finance. All contracts \$50,000.00 or more require	*		
		the County's Manager's signature. Contracts \$100,000.00 or more, resulting from a formal bid process, require the			
o		Board Chairman's signature, after Board approval. The County Manager does not have to sign contracts that require	,		
		the Chairman's signature. For questions regarding signature requirements beyond those specified in the Purchasing			
		Policy, please contact County Legal and/or Management directly.			
	2.	If Board approval is required, it has been obtained at the June 15, 2020 meeting and the action agenda showing			
0/		approval is attached. For questions regarding Board approval requirements beyond those specified in the Purchasing			
		Policy and Procedures, please contact County Legal directly.			
0		All attachments referenced in the contract language or applicable to the contract are included with the contract.	V		
	4.	If the contract is for outside Legal services, Board approval is required. Check the box that a copy of the approval			
		action is attached. (If Board approval has not been obtained, the contract should not be processed any further.	N/A		
Ø.		This must first go through the Finance committee and then the Board for approval. Please contact your	1		
		department head/Assistant County Manager).			
þ	5.	There are (3) signed originals and each original is stapled together.	/ *		
	6.	If the contract is the result of a bid process, the bid tabulation sheet or proposals are attached to the Contract Entry in			
		Munis.	V		
	7.	If project qualifies for federal reimbursement, Federal procurement guidelines have been followed.	,		
P		Required contract clauses are attached.	V		
	8.	If the contract is Information Services related (computer hardware, software, etc.) the subtype Computer Equipment			
S		box in Munis has been selected. When this subtype is selected the IS Director will be an approver in Munis. Once you	N/A		
		release the Contract Entry into workflow, contract hard copies should be sent to the IS Director and IS will forward to	' • ' / `		
		Finance after their approval. This is applicable to all departments, including those with their own IS division.			
(P	9.	There is either a Total Amount or Not to Exceed amount listed in the contract.	V *		
	10.	The vendor has a W9 in Munis and the date is less than one calendar year old. Confirm the W9 date here:	*		
ø		5-6-2020			
	11.	If the W9 is more than one year old a new W9 is included in the contract packet and has been emailed to County			
0					
		is attached before moving forward*			
	12.	The vendor name on the W9, in Munis and the contract hard copy are an exact match. Important Note; The name on	*		
9		the contract must be the vendor's legal name! Contact Stacey Merritt and Kelly Autry regarding Munis entry	V		
		discrepancies. Contact County Legal with any questions regarding the contract hard copies.			
J	13.	There is (1) Contractor's Certification form and (1) Request for Finance & Legal Review form attached to the	*		
	1 12	contract hard copies. Only one copy for the entire packet needed.			
	14.	There is enough space for the pre-audit and Legal signatures or a signature page is attached. The "Signature Page"	*		
O		document is not needed if there is room for all signatures on the existing signature page that is signed by the vendor.	V		
	15	If a signature page is needed, signatures should not be duplicated. E-Verify Statement is in the contract language or a signed E-Verify memo is attached to each original copy for a total	*		
) '	1).	of (3). The E-verify memo does have to be signed by the vendor. If both the E-verify & Iran statements are missing from	,		
		the contract, there is also a single form with both statements that can be signed, available on the Intranet.	V		
		Iran Statement is in the contract language or the Iran statement is attached to each original copy for a total of (3). The	<i>*</i>		
>	10,	Iran statement does not have to be signed by the vendor.	V		
0	17.	There are tabs identifying all signature pages.	/ *		
		Requisition has been entered but not released and has a status is "Allocated". The requisition amount is equal to the	/*		
0	10.	contract not to exceed amount. Requisition #: 248	\ *		
	19	The contract packet is organized. The checklist, review forms, other supporting documents that are not part of the	*		
		contract itself are in the front with only one copy of each. Each contract original is stapled together and the packet	./		
		is clipped together. Documents submitted unorganized may be rejected.	V		
	20.	Contract Entry in Munis released into workflow.	\/*		
		· · · · · · · · · · · · · · · · · · ·			

Certify below that all required items are included and the Checklist has been filled out correctly:

REQUEST FOR LEGAL AND FINANCE REVIEW OF CONTRACT

The undersigned requests legal review of the contract between Cumberla	nd County and FAMIKS Transport, Inc.		
The undersigned certifies as follows:			
Does this purchase qualify for federal reimbursement (ex. FEMA reimbursement or federal grant)? NO. If Yes, have federal procurement guidelines been followed?, the Uniform Guidelines Checklist has been completed and is attached and a copy of the County's FEMA Contract Clauses is attached to each original hard copy This contract was obtained through the following process: Services & Purchases Solicitation of quotes (1,000 – 29,999.99) Purchases (Items, Apparatus, Materials) Informal bids (30,000 – 89,999.99) Formal bids (90,000 and above) Services Informal RFP (30,000 and above) Construction Informal bid (30,000 – 499,999.99) Attach Proof of General Contractors License or if not required, explain below. Formal bid (500,000 and above) Attach Proof of General Contractors License or if not required, explain below. Engineering/Consulting/Architect RFQ (Any amount) - Does this contract with this vendor also include construction work? If so, was an RFQ the only bid process followed?, Please Explain:	Boxes are for Purchasing Office Only Put NA or Cross Through Where Not Applicable Completed By (Initial): Applicable SAM CHECKED: Im IRAN LIST CHECKED IM ON CHECKED: Im IRAN LIST CHECKED IM • W9 requirements met: Im Vendor name in Munis matcher W9		
	requirements were followed. Any Finance Office submitted. The property of the government of the United States or the government of the United States or the contract in place for the current and past fiscal		

CONTRACTOR'S CERTIFICATION FOR LEGAL REVIEW OF CONTRACT WITH CUMBERLAND COUNTY

The und Cumber	ersigned, on behalf of the contractor or vendor named below, certifies with respect to the attached contract between land County and as follows:
1.	The contractor is
	an individual
	X a corporation
	a limited liability company
	a unit of local government
	other:
	certified copy of the legal documents by which it is organized must be attached.)
2.	The contractor's business address is119 Harvest Lane, Raeford NC 28376 (If this is an out-of-state address, the contract must be signed by the contractor before it is reviewed.)
3.	If the contractor is not an individual or a unit of local government, is it registered with the Secretary of State to do business
	in North Carolina? X Yes (Attach a copy of the screen page from NC Secretary of State Website showing active status.)
	No (If it is not registered with the North Carolina Secretary of State, a certificate of good standing from the Secretary of State in the state in which it is organized must be attached.)
4.	The individual or individuals making this certification and signing the contract on behalf of the contractor are duly authorized to do so by action of the contractor.
If the co	ontract was prepared or drafted by contractor or contractor's attorney, complete the following additional certifications:
5,	This contract is made subject to the laws of the State of
6.	This contract does does not contain a provision which may require the county to indemnify the contractor. If it does contain this indemnity provision, the maximum amount for which the county may liable under this indemnity is \$ (An indemnity provision that is not capped may result in the contract not being accepted by the
	county.)
7.	All obligations incurred by the county under the terms of this contract terminate on the following date: (Any contract provision which extends the obligations of the county beyond the date the contract terminates will not be accepted by the county.)
The co	ntractor agrees that the county does not walve its rights as to any provisions of the contract which are against the public of the State of North Carolina, regardless of the choice of law stated in the contract.
Certifie	ed by FBOU SANKAREH for the contractor stated above.
Signati	ure: Esantarch
Date S	ubmitted: $\frac{7/6/2020}{}$

Effective Date 07/01/2015

Search Results

Records Found: 1 Search Type: Starting Search Criteria: Famiks Transport, Inc

Search Time: 7/8/2020 12:13 PM Search Again

Entity Nam	e		
Sos Id	Date Formed	Status	Туре
Famiks Trai	nsport, Inc.		
0637561	7/9/2002	Current - Active ①	Business Corporation

STATE OF NORTH CAROLINA COUNTY OF CUMBERLAND

AMENDMENT TO SERVICE CONTRACT#2021088 FISCAL YEAR 2021

This Service Contract by and between the COUNTY OF CUMBERLAND ("COUNTY"), and FAMIKS TRANSPORT, INC.. ("Vendor") effective July 1, 2020 – June 30, 2021, is hereby amended as follows:

WHEREAS, the COUNTY received additional CARES funding which can be used in the transportation program for the transport of persons to and from providers of COVID-19 vaccinations; and

WHEREAS, the COUNTY wishes to use the CARES funding for that purpose.

NOW THEREFORE, the parties agree to the following amendment to the Service Contract for Fiscal Year 2021:

- VENDOR agrees that it will document all transports for the purpose of receiving COVID-19 vaccinations in the manner required by COUNTY to include any transports for COVID-19 vaccinations already complete.
- 2. The Service Contract funding shall be increased by an amount not to exceed \$ 22,280.00 specifically for transports for the purpose of receiving COVID-19 vaccinations.
- 3. By this amendment, the total contract amount in Section 3 of the Service Contract shall not exceed \$29,960.00, including the CARES funding for COVID-19 vaccination transports.
- 4. The remaining terms of the Service Contract for Fiscal Year 2021 shall remain the same and in full force and effect during the term.

IN WITNESS WHEREOF, the parties have executed this Amendment to Service Contract as of the day and year first above written.

ATTEST:	COUNTY OF CUMBERLAND	
BY: Candice White / Clerk	BY: Charles Evans / Chair, Board of Commissioners	
ATTEST:	FAMIKS TRANSPORT, INC.	
BY: Witness	BY: Ebou Sankareh / President	
Approved for Legal Sufficiency	This instrument has been pre-audited in The manner required by the local Government Budget and Fiscal Control Act.	
BY:	BY: Vicki Evans / Finance Director	

THIS AGREEMENT, hereinafter known as the RURAL TRANSPORTATION AGREEMENT, made and entered into by and between the County of Cumberland (hereinafter referred to as COUNTY), and B & W TRANSPORTING, Inc. (hereinafter referred to as VENDOR).

WITNESSETH

WHEREAS, the COUNTY has developed a plan for Coordination of Transportation for Human Services; and

WHEREAS, this agreement will provide services for the Community Transportation Program (hereinafter referred to as AGENCY).

WHEREAS, the COUNTY was awarded state funds North Carolina Department of Transportation's (NCDOT) Rural Operating Assistance Program (ROAP), effective July 1, 2020 through June 30, 2021. Terms and Conditions of ROAP are hereby incorporated by reference.

NOW THEREFORE, in consideration of the mutual benefits to be derived herefrom, VENDOR hereby agrees to provide service to a segment of the COUNTY'S client population through the Cumberland County Community Transportation Program under the following terms and conditions:

1. The rate shall be TWENTY FOUR DOLLARS and ZERO CENTS (\$24.00) per passenger unit of service. The rate shall not be renegotiated during the period of the contract for any reason. For the purpose of this contract a unit is defined as each and every time a passenger boards a vehicle at a location and alights at another location within Cumberland County.

VENDOR will collect a flat rate fare of TWO DOLLARS and FIFTY CENTS (\$2.50) per one-way trip per passenger trip. Upon embarking, each passenger shall pay such fare and sign the trip log. VENDOR will collect, count and record daily fare box revenue. Fares collected will be applied to meet the local match requirement. VENDOR shall retain the fares which will be subtracted from the unit rate when invoicing the COUNTY. Fare logs missing signatures for invoiced trips may result in non-payment by the COUNTY.

- 2. In cases of cancellation, the Community Transportation Program requires transportation requests to be canceled at least one (1) hour prior to pickup to avoid charges for these units. Any trip attempted but on which the client does not travel is coded as a "no-show". A record of no shows and cancellations shall be kept by VENDOR, and delineated on the billing as such. The COUNTY shall not reimburse VENDOR for no-shows. No-shows and cancellations shall be reported by VENDOR to the Transportation Program Coordinator by the end of the week.
- 3. The COUNTY will pay VENDOR after verification of invoices by the Transportation Program Coordinator. The total amount shall not exceed SIXTY TWO THOUSAND FIVE HUNDRED AND FIFTY SEVEN DOLLARS AND ZERO CENTS (\$62,557.00) as approved by the Cumberland County Transportation Advisory Board. VENDOR is responsible for working with the AGENCY to monitor the budget as trips are made. The County shall not make any payment for expenditures in excess of the contract amount (\$62,557.00).
- 4. VENDOR shall maintain invoices and trip logs for all work performed under this contract. VENDOR shall submit on a monthly basis to the Transportation Program Coordinator the following information for services provided hereunder:

STATE OF NORTH CAROLINA COUNTY OF CUMBERLAND

- a. List of clients served
- b. Dates of units served
- c. Number of no-shows / cancellations
- d. Fare revenue log
- e. Mileage / trip run logs
- 5. VENDOR shall submit an invoice to the Transportation Program Coordinator by the fifth of the month following provision of service. If no discrepancies are reported, invoices shall be submitted within ten days to the Cumberland County Finance Department for payment. Checks will be issued according to the Cumberland County Finance Department check issuance schedule. Submission of invoices after the fifth of the month shall result in later payment dates.
- 6. In accordance with Federal Transit Administration (FTA) regulation 49 CFR Part 40 and 49 CFR Part 655, the Cumberland County Transportation Advisory Board (TAB) has adopted a drug and alcohol policy applicable to transportation service, which policy is incorporated herein by reference. VENDOR agrees to adhere to all aspects of the drug and alcohol testing program. Furthermore, VENDOR agrees to abide by any and all revisions to 49 CFR Part 40 and 49 CFR Part 655 as they are issued by FTA. Changes to 49 CFR Part 40 and 49 CFR Part 655 shall not effect the continuing validity or enforceability of this contract nor shall changes require contract modification.
- 7. All driver drug and alcohol testing will be completed through a testing site approved by the Transportation Program Coordinator. US Healthworks is the current approved site. The Transportation Program Coordinator will randomly select drivers annually to complete the DOT approved drug and alcohol testing. Testing is to be strictly applied to all safety sensitive employees of VENDOR for pre-employment, random, reasonable suspicion, post-accident, and return-to-duty testing.
- 8. On a quarterly basis, beginning July 1, 2020 and ending June 30, 2021, VENDOR shall submit an invoice to the Transportation Program Coordinator requesting reimbursement for the cost of its drug and alcohol testing required hereunder. Included in this request must be an original VENDOR invoice for the total cost for drug and alcohol testing during the reimbursement period and copies of all invoices received by VENDOR for drug and alcohol testing. The COUNTY will then request reimbursement for the cost of drug and alcohol testing from the North Carolina Department of Transportation Public Transportation Division. Reimbursement will be at the rate of 85% (0.85) of allowable charges. The COUNTY will issue a check to VENDOR promptly after the COUNTY receives such reimbursement.

If the grants or appropriation of funds to provide drug and alcohol testing reimbursement are lawfully reduced, terminated, or not executed, the COUNTY, at its option, may terminate Paragraph Eight of this contract and shall give VENDOR fifteen (15) days prior written notice of termination. Following the effective date of such termination, the COUNTY shall have no further obligation to make any payments. However, VENDOR must continue to follow drug testing and training procedures.

9. Services will normally be provided Monday through Friday between the hours of 5:00 am to 8:00 pm. Transportation services shall not end until all client trips have been completed. Transportation will be provided on all holidays except Christmas and New Year's Day.

STATE OF NORTH CAROLINA COUNTY OF CUMBERLAND

IN TESTIMONY WHEREOF, the parties hereto have executed this Contract, by their respective duly authorized representatives, in duplicate originals, one of which is retained by each of the parties, effective the 1st day of July, 2020.

ATTEST

COUNTY OF CUMBERLAND

Candice White

Clerk

hair, Board of Commissioners

ATTEST

B & W TRANSPORTING, INC.

Barbara Canady

President

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

County Finance Director

Approved for Legal Sufficiency

BY: R Monylu

County Attorney

2021 082



CONTRACT	`# :
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<u>IRAN DIVESTMENT ACT CERTIFICATION</u>. 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.

<u>E-VERIFY</u>. CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if CONTRACTOR utilizes a subcontractor, CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes."

Company Name:

Authorized Signer

1 pate 7/3/20



Contract Check List for Contract Number: 2021 082

Please ensure that each requirement below is completed before checking the boxes. Only check boxes that apply to the contract being processed. Boxes that do not apply should have NA written in the box. Please Note: For items with an asterisk NA is not optional! All incomplete contracts will be returned to the submitting department.

	Description	✓ or NA
1	. All required signatures have been obtained, except for Legal and Finance. All contracts \$50,000,00 or more require the County's Manager's signature. Contracts \$100,000.00 or more, resulting from a formal bid process, require the Board Chairman's signature, after Board approval. The County Manager does not have to sign contracts that require the Chairman's signature. For questions regarding signature requirements beyond those specified in the Purchasing Policy, please contact County Legal and/or Management directly.	*
2	. If Board approval is required, it has been obtained at the June 15, 2020 meeting and the action agenda showing approval is attached. For questions regarding Board approval requirements beyond those specified in the Purchasing Policy and Procedures, please contact County Legal directly.	✓
3	All attachments referenced in the contract language or applicable to the contract are included with the contract.	
4	. If the contract is for outside Legal services, Board approval is required. Check the box that a copy of the approval action is attached. (If Board approval has not been obtained, the contract should not be processed any further. This must first go through the Finance committee and then the Board for approval. Please contact your department head/Assistant County Manager).	N/A
5	There are (3) signed originals and each original is stapled together.	/ *
6	There are (5) signed originals with the process, the bid tabulation sheet or proposals are attached to the Contract Entry in Munis.	V
•	 If project qualifies for federal reimbursement, Federal procurement guidelines have been followed. ➤ Required contract clauses are attached. 	✓
8	3. If the contract is Information Services related (computer hardware, software, etc.) the subtype Computer Equipment box in Munis has been selected. When this subtype is selected the IS Director will be an approver in Munis. Once you release the Contract Entry into workflow, contract hard copies should be sent to the IS Director and IS will forward to Finance after their approval. This is applicable to all departments, including those with their own IS division.	N/A
). There is either a Total Amount or Not to Exceed amount listed in the contract.	/ *
10	O. The vendor has a W9 in Munis and the date is less than one calendar year old. Confirm the W9 date here: 7-7-2020	*
, 1	1. If the W9 is more than one year old a new W9 is included in the contract packet and has been emailed to County Finance (Stacey Merritt and Kelly Autry) to be attached in Munis. *Confirm (in Vendor Inquiry) the new W9 is attached before moving forward*	✓
7	2. The vendor name on the W9, in Munis and the contract hard copy are an exact match. !Important Note: The name on the contract must be the vendor's <u>legal name!</u> Contact Stacey Merritt and Kelly Autry regarding Munis entry discrepancies. Contact County Legal with any questions regarding the contract hard copies.	V
, a 1	3. There is (1) Contractor's Certification form and (1) Request for Finance & Legal Review form attached to the contract hard copies. Only one copy for the entire packet needed.	/ *
	4. There is enough space for the pre-audit and Legal signatures or a signature page is attached. The "Signature Page" document is not needed if there is room for all signatures on the existing signature page that is signed by the vendor. If a signature page is needed, signatures should not be duplicated.	/
9	5. E-Verify Statement is in the contract language or a signed E-Verify memo is attached to each original copy for a total of (3). The E-verify memo <u>does</u> have to be signed by the vendor. If both the E-verify & Iran statements are missing from the contract, there is also a single form with both statements that can be signed, available on the Intranet.	<u> </u>
1	6. Iran Statement is in the contract language or the Iran statement is attached to each original copy for a total of (3). The Iran statement does not have to be signed by the vendor.	\ <u>'</u>
	7. There are tabs identifying all signature pages.	\ \frac{1}{2}
0 1	All control The requisition amount is equal to the	\/*
e 1	8. Requisition has been entered but not released and has a status is "Allocated". The requisition amount is equal to the contract not to exceed amount. Requisition #: 343	
e 1	 Requisition has been entered but not released and has a status is Anocated. The requisition amount is equal to the contract not to exceed amount. Requisition #: 343 The contract packet is organized. The checklist, review forms, other supporting documents that are not part of the contract itself are in the front with only one copy of each. Each contract original is stapled together and the packet is clipped together. Documents submitted unorganized may be rejected. 	

REQUEST FOR LEGAL AND FINANCE REVIEW OF CONTRACT

The undersigned requests legal review of the contract between Cumberlan	d County and B & W Transporting, Inc.
The undersigned certifies as follows:	
Does this purchase qualify for federal reimbursement (ex. FEMA reimbursement or federal grant)? NO. If Yes, have federal procurement guidelines been followed?, the Uniform Guidelines Checklist has been completed and is attached and a copy of the County's FEMA Contract Clauses is attached to each original hard copy This contract was obtained through the following process: Services & Purchases Solicitation of quotes (1,000 – 29,999.99) Purchases (Items, Apparatus, Materials) Informal bids (30,000 – 89,999.99) Formal bids (90,000 and above) Services Informal RFP (30,000 and above) Construction Informal bid (30,000 – 499,999.99) Attach Proof of General Contractors License or if not required, explain below. Formal bid (500,000 and above) Attach Proof of General Contractors License or if not required, explain below. Engineering/Consulting/Architect RFQ (Any amount) - Does this contract with this vendor also include construction work? If so, was an RFQ the only bid process followed?, Please Explain:	Boxes are for Purchasing Office Only Put NA or Cross Through Where Not Applicable Completed By (Initial): SAM CHECKED: Im IRAN LIST CHECKED IR IR IRAN LIST CHECKED IR
If none of the above, provide justification/explanation:	
 Date contract was approved by BOC (Put NA if Not Applicable All statutory requirements applicable to the process were follows All applicable Cumberland County purchasing and contracting to All applicable documentation required by the Cumberland Countries If legal review is not required, indicate the reason below. 	wed. requirements were followed. nty Finance Office submitted.
 () 5. The only other party to this contract is a department or age State of North Carolina. 	ency of the government of the United States or the
() 6. This contract requires the expenditure of not more than \$5,00	00 in any fiscal year.
7. The county and this contractor or vendor have had this same years without any dispute and the only change to the existing the contract amount.	contract in place for the current and past fiscal
continuo o o	owing department of Pate Submitted: 7-7-2020

CONTRACTOR'S CERTIFICATION FOR LEGAL REVIEW OF CONTRACT WITH CUMBERLAND COUNTY

The und	dersigned, on behalf of the contractor or vendor named below, certifies with respect to the attached contract between land County and B & W Transporting, Inc. as follows:
1.	The contractor is
	an individual
	X a corporation
	a limited liability company
	a unit of local government
	other:
	certified copy of the legal documents by which it is organized must be attached.)
2.	The contractor's business address is P.O. Box 40404, Fayetteville, NC 28309
	(If this is an out-of-state address, the contract must be signed by the contractor before it is reviewed.)
3.	If the contractor is not an individual or a unit of local government, is it registered with the Secretary of State to do business in North Carolina? X Yes (Attach a copy of the screen page from NC Secretary of State Website showing active status.)
	No (If it is not registered with the North Carolina Secretary of State, a certificate of good standing from the Secretary of State in the state in which it is organized must be attached.)
4.	The individual or individuals making this certification and signing the contract on behalf of the contractor are duly authorized to do so by action of the contractor.
If the co	ontract was prepared or drafted by contractor or contractor's attorney, complete the following additional certifications:
5.	This contract is made subject to the laws of the State of
6.	This contract does does not contain a provision which may require the county to indemnify the contractor. If it does contain this indemnity provision, the maximum amount for which the county may liable under this indemnity is \$ (An indemnity provision that is not capped may result in the contract not being accepted by the
	county.)
7.	All obligations incurred by the county under the terms of this contract terminate on the following date: (Any contract provision which extends the obligations of the county beyond the date the contract terminates will not be accepted by the county.)
	ntractor agrees that the county does not waive its rights as to any provisions of the contract which are against the public of the State of North Carolina, regardless of the choice of law stated in the contract.
Certifie	d by BARBARA CANAD Copr the contractor stated above.
Signatu	re: Rataun anadaj
Data Ci	$\frac{1}{3}$

(Rev. October 2018) Department of the Treasury Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► Go to www.lrs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

	1 Name (as shown on your income tax return). Name is required on this line;	do not leave this line blank.		
	B & W TRANSPORTING INC			
	2 Business name/disregarded entity name, if different from above			
n page 3.	3 Check appropriate box for federal tax classification of the person whose natifoliowing seven boxes. C Corporation S Corporation		-	4 Exemptions (codes apply only to certain entitles, not individuals; see instructions on page 3):
. Ø	Individual/sole proprietor or Corporation S Corporation single-member LLC	n L. Partnership	Trust/estate	Formula and Grant
Ype tion	Limited liability company. Enter the tax classification (C=C corporation,	Purchase D. Davisano	In Cha	Exempt payee code (if any)
Print or type. Specific Instructions on	Note: Check the appropriate box in the line above for the tax classified at LLC if the LLC is classified as a single-member LLC that is disregarded another LLC that is not disregarded from the owner for U.S. federal tax is disregarded from the owner for U.S. federal tax is disregarded from the owner should check the appropriate box for the	on of the single-member own from the owner unless the own ourposes. Otherwise, a single	er. Do not check ner of the LLC is -member I.I.C that	Exemption from FATCA reporting code (if any)
ec.	☐ Other (see instructions) ➤	3000000 Cabouthing Charles 1 and 1 4 a		(Applies to accounts maintained outside the U.S.)
B	5 Address (number, street, and apt. or suite no.) See instructions.	Į R	lequester's name a	ind address (optional)
88	PO BOX 40404			
ا "	6 City, state, and ZIP code			
	FAYETTEVILLE NC 28309			
ľ	7 List account number(s) here (optional)			
Part	Taxpayer Identification Number (TIN)		******	
Enter y	our TIN in the appropriate box. The TIN provided must match the nar	me given on line 1 to avoid	Social sec	urity number
backur	withholding. For individuals, this is generally your social security nur	mber (SSN), However, for	a T	
resider	nt allen, sole proprietor, or disregarded entity, see the Instructions for , it is your employer identification number (EIN). If you do not have a	Part I, later. For other	.	
TIN, lat	er.	number, see rrow to get a	or	-
Note:	f the account is in more than one name, see the instructions for line 1	l. Also see What Name and		identification number
Numbe	r To Give the Requester for guldelines on whose number to enter.			
			0 4	3795919
Part	II Certification	· //***********************************		101, 1010 01. 0
	penalties of perjury, I certify that:			
1. The l 2. I am Serv	number shown on this form is my correct taxpayer identification num not subject to backup withholding because: (a) I am exempt from ba ice (IRS) that I am subject to backup withholding as a result of a failu	ckup withholding, or (b) 1 h	nave not been ne	otified by the Internal Revenue
	enger subject to backup withholding; and			
	a U.S. citizen or other U.S. person (defined below); and	No. WES SEC. TO SHEET AND		
	FATCA code(s) entered on this form (if any) indicating that I am exem			
you hav acquisit other th	ation instructions. You must cross out item 2 above if you have been not failed to report all interest and dividends on your tax return. For real estion or abandonment of secured property, cancellation of debt, contribution an interest and dividends, you are not required to sign the certification, because in the certification.	itate transactions, item 2 do ions to an individual retirem	es not apply. For ent arrangement	mortgage interest paid, (IRA), and generally, payments
Sign Here	Signature of U.S. person > Charles			7.7.0000
	- Correct Carrier	Date	er JUL1	7, 2020
	eral Instructions	 Form 1099-DIV (divide funds) 	ends, including t	hose from stocks or mutual
noted.	references are to the Internal Revenue Code unless otherwise	 Form 1099-MISC (var proceeds) 	ious types of inc	come, prizes, awards, or gross
related	developments. For the latest information about developments to Form W-9 and its instructions, such as legislation enacted by were published, go to www.irs.gov/FormW9.	 Form 1099-B (stock of transactions by brokers 		ales and certain other
		• Form 1099-S (proceed	ds from real esta	ite transactions)
Purp	ose of Form	• Form 1099-K (mercha	int card and thir	d party network transactions)
informa	An Individual or entity (Form W-9 requester) who is required to file an information return with the iRS must obtain your correct taxpayer • Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)			
(SSNN II	ation number (TIN) which may be your social security number ndividual taxpayer identification number (ITIN), adoption	• Form 1099-C (cancele		
taxpaye	r identification number (ATIN), or employer identification number	• Form 1099-A (acquisit	ion or abandonm	ent of secured property)
(EIN), to amount	report on an information return the amount paid to you, or other reportable on an information return. Examples of information	Use Form W-9 only if alien), to provide your o		person (including a resident
	Include, but are not limited to, the following. 1099-INT (Interest earned or paid)	If you do not return Fo be subject to backup wi	orm W-9 to the r Ithholding, See \	equester with a TIN, you might Vhat is backup withholding,

Search Results

Records Found: 1 Search Type: Starting Search Criteria: B & W Transporting, Inc

Search Time: 7/8/2020 12:09 PM Search Again

Entity Name	e		
Sos Id	Date Formed	Status	Туре
B & W Trans	porting, Incorporated		
0736265	7/28/2004	Current - Active @	Business Corporation

STATE OF NORTH CAROLINA COUNTY OF CUMBERLAND

AMENDMENT TO SERVICE CONTRACT#2021082 FISCAL YEAR 2021

This Service Contract by and between the COUNTY OF CUMBERLAND ("COUNTY"), and B & W TRANSPORTING, INCORPORATED. ("Vendor") effective July 1, 2020 – June 30, 2021, is hereby amended as follows:

WHEREAS, the COUNTY received additional CARES funding which can be used in the transportation program for the transport of persons to and from providers of COVID-19 vaccinations; and

WHEREAS, the COUNTY wishes to use the CARES funding for that purpose.

NOW THEREFORE, the parties agree to the following amendment to the Service Contract for Fiscal Year 2021:

- VENDOR agrees that it will document all transports for the purpose of receiving COVID-19 vaccinations in the manner required by COUNTY to include any transports for COVID-19 vaccinations already complete.
- 2. The Service Contract funding shall be increased by an amount not to exceed \$ 22,281.00 specifically for transports for the purpose of receiving COVID-19 vaccinations.
- 3. By this amendment, the total contract amount in Section 3 of the Service Contract shall not exceed \$84,838.00, including the CARES funding for COVID-19 vaccination transports.
- 4. The remaining terms of the Service Contract for Fiscal Year 2021 shall remain the same and in full force and effect during the term.

IN WITNESS WHEREOF, the parties have executed this Amendment to Service Contract as of the day and year first above written.

TEST: COUNTY OF CUMBERLAND	
BY:	BY:Charles Evans / Chair, Board of Commissioners
Candice White / Clerk	Charles Evans / Chair, Board of Commissioners
ATTEST:	B & W TRANSPORTING, INCORPORATED
BY:	BY:
Witness	Barbara Canady / Owner
Approved for Legal Sufficiency	This instrument has been pre-audited in The manner required by the local Government Budget and Fiscal Control Act.
BY:Rick Moorefield / County Attorney	BY: Vicki Evans / Finance Director
Rick Moorefield / County Attorney	Vicki Evans / Finance Director



PLANNING AND INSPECTIONS DEPARTMENT

MEMORANDUM FOR THE AGENDA OF THE JUNE 10, 2021 AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: IFETAYO FARRAKHAN, COMMUNITY TRANSPORTATION PROGRAM

MANAGER

DATE: 5/21/2021

SUBJECT: CUMBERLAND COUNTY COMMUNITY TRANSPORTATION 2021

SYSTEM SAFETY PLAN

Requested by: AMY H. CANNON, COUNTY MANAGER

Presenter(s): RAWLS HOWARD, DIRECTOR OF PLANNING AND INSPECTIONS

BACKGROUND

The Cumberland County Community Transportation Program System Safety Plan for 2021 has been updated in order to meet requirements from the North Carolina Department of Transportation (NCDOT) – Public Transportation Division.

The purpose of the plan is to address NCDOT requirements for our program. These requirements for our program stipulate that our private contractors deliver safe and reliable transportation for Cumberland County residents. The plan includes six core elements: Emergency Action, Fire Prevention, Preventative Maintenance, Drug and Alcohol Policy, Security and Continuity of Operations.

RECOMMENDATION / PROPOSED ACTION

Staff recommends that the Board of Commissioners review and consider approval of the plan as submitted in order to meet requirements from the North Carolina Department of Transportation. Staff requests that this item be placed on the consent agenda for the June 21, 2021 Board of Commissioner's Regular Meeting.

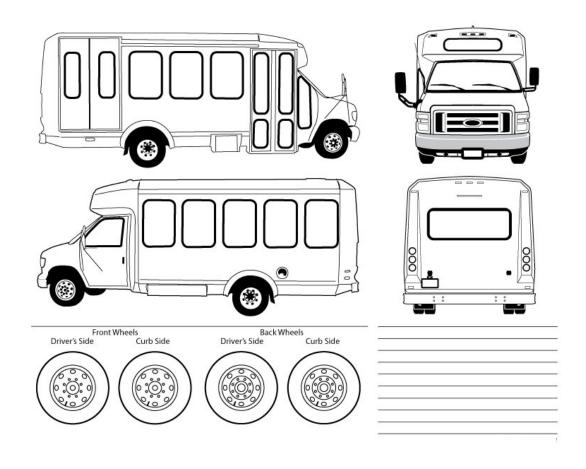
ATTACHMENTS:

Description

2021 CTP Safety System Plan Safety System Plan Signature Page

Backup Material Backup Material

CUMBERLAND COUNTY COMMUNITY TRANSPORTATION PROGRAM SYSTEM SAFETY PLAN (SSP)



February 25, 2021

THE SIX PLANS

- 1. Emergency Action Plan
- 2. Fire Prevention Plan
- 3. Preventive Maintenance Plan
- 4. Drug & Alcohol Policy
- 5. Security Plan
- 6. Continuity of Operations Plan

EMERGENCY ACTION PLAN

(Ref: 1910.38)

INTRODUCTION:

This document is a plan to prepare for workplace emergencies. By auditing the workplace, training employees, obtaining and maintaining the necessary equipment, and by assigning responsibilities, human life and Cumberland Community Transportation Program resources will be preserved. The intent of this plan is to ensure all employees a safe and healthy workplace. Those employees assigned specific duties under this plan will be provided the necessary training and equipment to ensure their safety. This plan applies to emergencies that could be reasonably expected in our workplace such as fire/smoke, tornadoes, bomb threats, leaks, etc.

EMERGENCY PLAN COORDINATORS:

Building/Department	Name/Title	Phone #
CTP/Planning & Inspections	Ifetayo Farrakhan, Accountable Executive	910-678-7624
Emergency Services	Gene Booth, Director	910-678-7641

Coordinators are responsible for the proper inventory and maintenance of equipment. They may be contacted by employees for further information on this Plan.

- Serves as the Community COOP program point of contact.
- Coordinates implementation of the COOP Plan and initiates appropriate notifications inside and outside the Community during COOP Plan implementation.
- Coordinates the COOP Training, Testing, and Exercising Program.
- Aids ERG efforts at the ERS.
- Initiates recovery of Community, as part of reconstitution.

PLAN OUTLINE/DESCRIPTION:

- I. **Means of Reporting Emergencies:** All fires and emergencies will be reported by one or more of the following means as appropriate:
 - a. Verbally to the Coordinator during normal working hours.
 - b. Via telephone if after hours/weekends.
 - c. Via the building alarm system.
 - d. Panic Button

Note: The following emergency numbers are known as point of contact throughout the facility:

FIRE: 911

LOCAL LAW ENFORCEMENT: 911

AMBULANCE: 911

- *Alarm System Requirements: Alarm system requirements for notifying employees during an emergency are as follows:
 - a. Provides warning for safe escape.
 - b. Can be perceived by all employees.
 - c. Alarm is distinctive and recognizable.
 - d. Employees have been trained on the alarm system.
 - e. Emergency alarms have priority over all other communications.
 - f. Alarm system is properly maintained.
- III. **Sounding the Alarm:** The signal for immediate evacuation of the facility will be <u>Alarm System</u>. The alternate means of notification will be Verbal from <u>Accountable Executive or Designee</u>.
- IV. **Evacuation Plans:** Emergency evacuation escape route plans (see Appendix A) are posted in key areas of the facility. All employees shall be trained on primary and secondary evacuation routes.
- V. **Employee Accountability:** In the event of an evacuation, all occupants shall promptly exit the building via the nearest exit. Go to your designated assembly point and report to your supervisor. Each supervisor (or designee) will account for each assigned employee via a head count. All supervisors shall report their head count to <u>Planning & Inspections Director</u>
 Who will be located at <u>on site</u> and accessible via cell phone # <u>704-492-1466</u>?
- VI. **Building Re-Entry:** Once evacuated, no one shall re-enter the building. Once the Fire Department or other responsible agency has notified us that the building is safe to re-enter, then personnel shall return to their work areas.
- VII. **Hazardous Weather:** A hazardous weather alert consists of <u>Cumberland Alerts Notifications by phone, text, cell or e-mail .</u>

When a hazardous weather alert if made, all employees shall immediately report to the closest tornado refuge area (see Appendix A). Stay in this area until given the all-clear sign which is a <u>verbal communication form the Accountable Executive or Designee</u>.

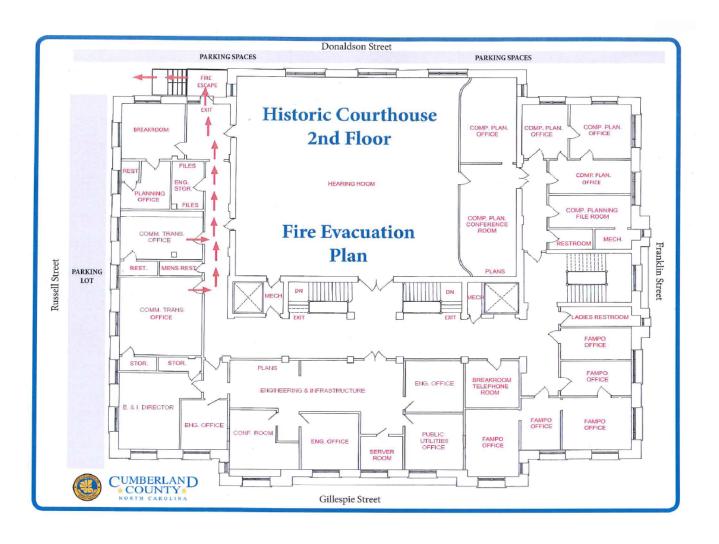
VIII. **Training:** The personnel positions_listed below have been trained to assist in the safe and orderly emergency evacuation of employees:

Task	Building/Department	Name/Title/Phone#
Fire Extinguisher/Hoses	CTP/ Planning &	Ifetayo Farrakhan, Accountable Executive 910-678-
	Inspections	7624
Evacuation Assistant	CTP/ Planning &	Ifetayo Farrakhan, Accountable Executive 910-678-
	Inspections	7624
Emergency Shut-down	CTP/ Planning &	Ifetayo Farrakhan, Accountable Executive 910-678-
	Inspections	7624
Emergency Shut-down	CTP/ Planning &	Cumberland Alerts Notifications received county-
	Inspections	wide via phone, text, e-mail

APPENDIX A

FIRE EXTINGHISHER LOCATIONS Historic Courthouse 2nd Floor, 130 Gillespie Street, Fayetteville, NC

SAMPLE EVACUATION PLAN WITH FIRE EXTINGUISHERS IDENTIFIED



Employee training should be provided when:

- this Program is initiated
- -the responsibilities of essential employees' changes
- when the Program is revised
- -when new employees are hired.

Subjects addressed include:

- a. Emergency escape procedures/routes
- b. Fire extinguisher locations and proper use
- c. Head count procedures
- d. Major facility fire hazards
- e. Fire prevention practices
- f. Means of reporting fires/emergencies (use of alarm systems)
- g. Names/titles of Coordinators
- h. Availability of the plan to employees
- i. Housekeeping practices
- j. No smoking areas
- k. Hazardous weather procedures
- I. Special duties as assigned to Coordinators and those listed above.

Written records shall be maintained of all Emergency Action Plan training.

^{*}For further information on Employee Alarm Systems, see 1910.165.

FIRE PREVENTION PLAN

This Plan details the basic steps necessary to minimize the potential for fire occurring in the workplace. Prevention of fires in the workplace is the responsibility of everyone employed by the Cumberland Community Transportation Program but must be monitored by each supervisor overseeing any work activity that involves a major fire hazard. Every effort will be made by the Cumberland Community Transportation Program to identify those hazards that might cause fires and establish a means for controlling them.

The Fire Prevention Plan will be administered by Ifetayo Farrakhan, Accountable Executive/Safety Officer, who will compile a list of all major workplace fire hazards, the names or job titles of personnel responsible for fire control and prevention equipment maintenance, names or job titles of personnel responsible for control of fuel source hazards and locations of all fire extinguishers in the workplace. The Plan administrator, or Accountable Executive/Safety Officer, must also be familiar with the behavior of employees that may create fire hazards as well as periods of the day, month, and year in which the workplace could be more vulnerable to fire.

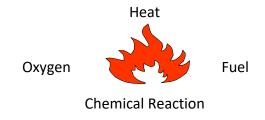
This Plan will be reviewed annually and updated as needed to maintain compliance with applicable regulations and standards and remain up-to-date with best practices in fire protection. Workplace inspection reports and fire incident reports will be maintained and used to provide corrections and improvements to the plan.

- * Accountable Executive for implementing and ensuring all safety and compliance standards set forth by NCDOT and FTA
- * Chief Safety Officer for implementing and ensuring all safety and compliance standards set forth by NCDOT and FTA
- * Accountable Executive/Safety Officer serves as the Community COOP program point of contact.
- * Accountable Executive/Safety **O**fficer coordinates implementation of the COOP Plan and initiates appropriate notifications inside and outside the Community during COOP Plan implementation.
- * Accountable Executive/Safety Officer coordinates the COOP Training, Testing, and Exercising Program.
- * Accountable Executive/Safety Officer Aids ERG efforts at the ERS.
- * Accountable Executive/Safety Officer initiates recovery of Community, as part of reconstitution.

This Plan will always be available for employees to view during normal working hours.

II. CLASSIFICATION

Fire is a chemical reaction involving the rapid oxidation or burning of a fuel. It needs four elements to occur as illustrated below in the tetrahedron. This is described by the following illustration:



The first component of the tetrahedron is fuel. Fuel can be any combustible material such as: solid (such as wood, paper, or cloth), liquid (such as gasoline) or gas (such as acetylene or propane). Solids and liquids generally convert to gases or vapors before they will burn.

Another component of the tetrahedron is oxygen. Fire only needs an atmosphere with at least 16% oxygen.

Heat is also a component of the tetrahedron. Heat is the energy necessary to increase the temperature of the fuel source to a point in which sufficient vapors are emitted for ignition to occur.

The final side of the tetrahedron represents a chemical chain. When these components are brought together in the proper conditions and preparations, fire will develop. Take away any one of these elements, and the fire cannot exist or will be extinguished if it was already burning.

Fires are classified into four groups per sources of fuel: Class A, B, C, and D based on the type of fuel source. Table 1 below describes the classifications of fire which can be used in making hazard assessment.

Class A	Ordinary combustible materials such as paper, wood, cloth and some rubber and plastic materials.
Class B	Flammable or combustible liquids, flammable gases, greases and similar materials, and some rubber and plastic materials
Class C	Energized electrical equipment and power supply circuits and related materials.
Class D	Combustible metals such as magnesium, titanium, zirconium, sodium, lithium and potassium.

III. DETERMINING FIRE HAZARDS

This section consists of two steps: first, identifying the existing fire hazards in the workplace and, second, acting to resolve them. The inspection checklist, in Appendix A, provides a guide for precise fire-safe practices that must be followed. The location of these major fire hazards are denoted in Appendix C. Also included in Appendix C is a listing of the personnel responsible for the maintenance of the equipment and systems installed to prevent or control fires.

Material hazards shall be identified, as evident on the specific Material Safety Data Sheets (MSDS), and labeled on containers as soon as they arrive in the workplace. The identification system shall also include incorporation into the Cumberland Community Transportation Program's hazard communication program.

OXYGEN-ENERGIZED ATMOSPHERES

Oxygen-enriched atmospheres involve operating rooms and anesthesia machines, oxygen tents as used by ambulances, fire and police or rescue squads; hospitals and laboratory supply systems; cutting and welding. If practical, nonflammable anesthetic agents will be used. To prevent dangerous adiabatic heating of flammable anesthetic gases, the cylinder valves will be opened very slowly to allow the

gradual introduction of the high-pressure gas downstream from the cylinder valve. This will permit a slow buildup of pressure and hence temperature. An aid to the identification of hazards associated with medical agents and gases in NFPA 704, Standard Systems for the Identification of the Fire Hazards of Materials.

INDUSTRIAL TRUCKS

The type of industrial truck being used shall be approved for use within any building storing hazardous materials. All refueling operations shall be conducted outside and away from storage of flammable materials. Areas that are used for maintenance and battery charging of electrical trucks should be separated from storage areas.

IV. STORAGE AND HANDLING PROCEDURES

The storage of material shall be arranged such that adequate clearance is maintained away from heating surfaces, air ducts, heaters, flue pipes, and lighting fixtures. All storage containers or areas shall prominently display signs to identify the material stored within. Storage of chemicals shall be separated from other materials is storage, from handling operations, and from incompatible materials. All individual containers shall be identified as to their contents.

Only containers designed, constructed, and tested in accordance with the U. S. Department of Transportation specifications and regulations are used for storage of compressed or liquefied gases. Compressed gas storage rooms will be areas reserved exclusively for that purpose with good ventilation and at least 1 hour fire resistance rating. The gas cylinders shall be secured in place and stored away from any heat or ignition source. Pressurized gas cylinders shall never be used without pressure regulators.

ORDINARY COMBUSTIBLES

- Wooden pallets will not be stacked over 6 feet tall. If feasible, extra pallets will be stored outside or in separate buildings to reduce the risk of fire hazards.
- Piles of combustible materials shall be stored away from buildings and located apart from each other sufficiently to allow firefighting efforts to control an existing fire.

FLAMMABLE MATERIALS

- Bulk quantities of flammable liquids shall be stored outdoors and away from buildings.
 Smaller quantities are subsequently brought into a mixing room where they are prepared for use. The mixing room shall be located next to an outside wall equipped with explosion relief vents. The room shall also have sufficient mechanical ventilation to prevent the accumulation of flammable vapor concentration in the explosive range.
- Small quantities (limited to amount necessary to perform an operation for one working shift) of flammable liquids shall be stored in, and dispensed from, approved safety containers equipped with vapor-tight, self-closing caps, screens or covers.
- Flammable liquids shall be stored away from sources that can produce sparks.

- Flammable liquids shall only be used in areas having adequate and, if feasible, positive ventilation. If the liquid is highly hazardous, the liquid shall only be used in areas with a local exhaust ventilation.
- Flammable liquids shall never be transferred from one container to another by applying air
 pressure to the original container. Pressurizing such containers may cause them to rupture,
 creating a serious flammable liquid spill.
- When dangerous liquids are being handled, a warning sign will be posted near the operation, notifying other employees and giving warning that open flames are hazardous and are to be kept away.
- The storage and usage areas will include fire-resistive separations, automatic sprinklers, special ventilation, explosion-relief valves, separation of incompatible materials, and the separation of flammable materials from other materials.

V. POTENTIAL IGINITION SOURCES

- Ensure that utility lights always have some type of wire guard over them.
- Don't misuse fuses. Never install a fuse rated higher than specified for the circuit.
- Investigate any appliance or equipment that smells strange. Space heaters, microwave ovens, hot plates, coffee makers and other small appliances shall be rigidly regulated and closely monitored.
- The use of extension cords to connect heating devices to electric outlets shall be prohibited.
- If a hot or under inflated tire is discovered, it should be moved well away from the vehicle. As an alternative, the driver should remain with the vehicle until the tire is cool to the touch, and then make repairs. If a vehicle is left with a hot tire, the tire might burst into flames and destroy the vehicle and load.

Table 2 below lists common sources of ignition that cause fires in the workplace, gives examples in each case, and suggests preventive measures.

Sources of Ignition	Examples	Preventive Measures
Electrical equipment	electrical defects, generally due to poor maintenance, mostly in wiring, motors switches, lamps and hot elements.	Use only approve equipment. Follow National Electrical Code. Establish regular maintenance.
Friction	Hot bearings, misaligned or broken machine parts, poor adjustment.	Follow a regular schedule of inspection maintenance and lubrication.
Open flames	Cutting and welding torches, gas oil burners, misuse of gasoline torches.	Follow established welding precautions. Keep burners clean and properly adjusted. Do not use open flames near combustibles.
Smoking and matches appropriate	Dangerous near flammable liquids and in areas where combustibles are	Smoke only in permitted areas. Make sure matches are out. Use
	stored or used.	receptacles.
Static electricity	Occurs where liquid flows from pipes.	Ground equipment. Use static eliminators. Humidify the atmosphere.
Hot surfaces air	Exposure of combustibles to	Provide ample clearances, insulation,
Furnaces, electric lamps or irons	circulation. Check heating apparatus pr	rior to leaving it unattended.

WELDING AND CUTTING

Welding and cutting will not be permitted in areas not authorized by management.

If practical, welding and cutting operations shall be conducted in well-ventilated rooms with a fire-resistant floor. If this practice is not feasible, staff should ensure that the work areas have been surveyed for fire hazards; the necessary precautions taken to prevent fires; and issue a hot permit. This hot permit shall only encompass the area, item and time which is specified on it.

If welding is to be performed over wooden or other combustibles type floors, the floors will be swept clean, wetted down, and covered with either fire-retardant blankets, metal or other noncombustible coverings.

Welding will not be permitted in or near areas containing flammable or combustible materials (liquids, vapors, or dusts). Welding will not be permitted in or near closed tanks that contain or have contained flammable liquids unless they have been thoroughly drained, purged and tested free from flammable gases or vapors. Welding shall not begin until all combustible materials have been removed at least 35 feet from the affected areas, or if unable to relocate, covered with a fire- resistant covering. Openings in walls, floors, or ducts shall be covered if located within 35 feet of the intended work area. Welding will not be permitted on any closed containers.

Fire extinguishers will be provided at each welding or cutting operation. A trained watcher will always be stationed during the operation and for at least 30 minutes following the completion of the operation. This person will assure that no stray sparks cause a fire and will immediately extinguish fires that do start.

OPEN FLAMES

No open flames will be permitted in or near spray booths or spray rooms. If indoor spray-painting work needs to be performed outside of standard spray-painting booths, adequate ventilation will be provided. All potential ignition sources will also be eliminated.

Gasoline or alcohol torches shall be place so that the flames are at least 18 inches away from wood surfaces. They will not be used in the presence of dusts, vapors, flammable combustible liquids, paper or similar materials. Torches shall never be left unattended while they are burning.

The Cumberland Community Transportation Program has a specific policy regarding cigarette/cigar/pipe smoking in the workplace. Smoking and no-smoking areas will be clearly delineated with conspicuous signs. Rigid enforcement will be maintained at all times. The plan administrator will enforce observance of permissible and prohibited smoking areas for employees and outside visitors to the workplace. Firesafe, metal containers will be provided where smoking is permitted. No-smoking areas will be checked periodically for evidence of discard smoking materials.

STATIC ELECTRICITY

The Cumberland Community Transportation Program recognizes that it is impossible to prevent the generation of static electricity in every situation, but the Cumberland Community Transportation Program realizes that the hazard of static sparks can be avoided by preventing the buildup of static charges. One or more of the following preventive methods will be used: grounding, bonding, maintaining a specific humidity level (usually 60-70 percent), and ionizing the atmosphere.

Where a static accumulating piece of equipment is unnecessarily located in a hazardous area, the equipment will be relocated to a safe location rather than attempt to prevent static accumulation.

VII. HOUSEKEEPING PREVENTATIVE TECHNIQUES

The following are housekeeping techniques and procedures to prevent occurrences of fire.

- Keep storage and working areas free of trash.
- Place oily rags in covered containers and dispose of daily.
- Do not use gasoline or other flammable solvent or finish to clean floors.
- Use noncombustible oil-absorptive materials for sweeping floors.
- Dispose of materials in noncombustible containers that are emptied daily.
- Remove accumulation of combustible dust.
- Don't refuel gasoline-powered equipment in a confined space, especially in the presence of equipment such as furnaces or water heaters.
- Don't refuel gasoline-powered equipment while it is hot.
- Follow proper storage and handling procedures.
- Ensure combustible materials are present only in areas in quantities required for the work operation.
- Clean up any spill of flammable liquids immediately.
- Ensure that if a worker's clothing becomes contaminated with flammable liquids, these individuals change their clothing before continuing to work.
- Post "No Smoking" caution signs near the storage areas.

- Report any hazardous condition, such as old wiring, worn insulation and broken electrical equipment, to the supervisor.
- Keep motors clean and in good working order.
- Don't overload electrical outlets.
- Ensure all equipment is turned off at the end of the work-day.
- Maintain the right type of fire extinguisher available for use.
- Use the safest cleaning solvents (nonflammable and nontoxic) when cleaning electrical equipment.
- Ensure that all passageways and fire doors are unobstructed. Stairwell doors shall never be propped open, and materials shall not be stored in stairwells.
- Periodically remove over spray residue from walls, floors, and ceilings of spray booths and ventilation ducts.
- Remove contaminated spray booth filters from the building as soon as replaced or keep immersed in water until disposed.
- Don't allow material to block automatic sprinkler systems, or to be piled around fire extinguisher locations. To obtain the proper distribution of water, a minimum of 18 inches of clear space must be maintained below sprinkler deflectors. If there are no sprinklers, a 3-foot clearance between piled material and the ceiling must be maintained to permit use of hose streams. These distances must be doubled when stock is piled higher than 15 feet.
- Check daily for any discard lumber, broken pallets or pieces of material stored on site and remove properly.
- Reptile immediately any pile of material which falls into an aisle or clear space.
- Use weed killers that are not toxic and do not pose a fire hazard.

FIRE PROTECTION EQUIPMENT

Every building will be equipped with an electrically managed, manually operated fire alarm system. When activated, the system will sound alarms that can be heard above the ambient noise levels throughout the workplace. The fire alarm will also be automatically transmitting to the fire department. Any fire suppression or fire detection system will automatically actuate the building alarm system.

The automatic sprinkler system, if applicable, will adhere to NFPA 13, Standard for the Installation of Sprinkler Systems. The sprinkler system and components will be electrically supervised to ensure reliable operation. This includes gate valve tamper switches with a local alarm at a constantly attended

site when the valve is closed. If a single water supply is provided be a connection to the city mains, a low-pressure monitor is included. If pressure tanks are the primary source of water, air pressure, water level, and temperature shall be supervised. If fire pumps are provided to boost system pressure, supervision will monitor loss of pump power, pump running indication, low system pressure, and low pump suction pressure.

In hospitals, every patient sleeping room will be provided with an outside window or door that can be opened from the inside; this will allow venting of products of combustion if there is a fire. A specially designed smoke control system can be a substitute for an outside window.

Portable fire extinguishers are placed in a building. Fire extinguishers must be kept fully charged and in their designated places. The extinguishers will not be obstructed or obscured from view. A map indicating the locations of all fire extinguishers for this Cumberland Community Transportation Program is in Appendix E. The fire extinguishers will also be inspected by The City of Fayetteville Fire Department annually. Our building managers will, at least monthly, to make sure that they are in their designated places, have not been tampered with or actuated, and are not corroded or otherwise impaired. Attached inspection tags shall be initialed/dated each month.

The location of all hydrants, hose houses, portable fire extinguishers, or other fire protective equipment should be properly marked with arrows and signs painted on the pavement.

VII. TRAINING

All employees shall be instructed on the locations and proper use of fire extinguishers in their work areas. Employees shall also be instructed as to how to operate the building's fire alarm system and be familiar with evacuation routes. The training of all employees shall include the locations and types of materials and/or processes which pose potential fire hazards. The training program shall also emphasize the following:

- 1. Use and disposal of smoking materials
- 2. The importance of electrical safety
- 3. Proper use of electrical appliances and equipment
- 4. Unplugging heat-producing equipment and appliances at the end of each workday
- 5. Correct storage of combustible and flammable materials
- 6. Safe handling of compressed gases and flammable liquids (where appropriate)

Initial training and ongoing training shall include regularly scheduled fire drills. Training documentation shall be place in Appendix D.

Appendix A

FIRE PREVENTION CHECKLIST

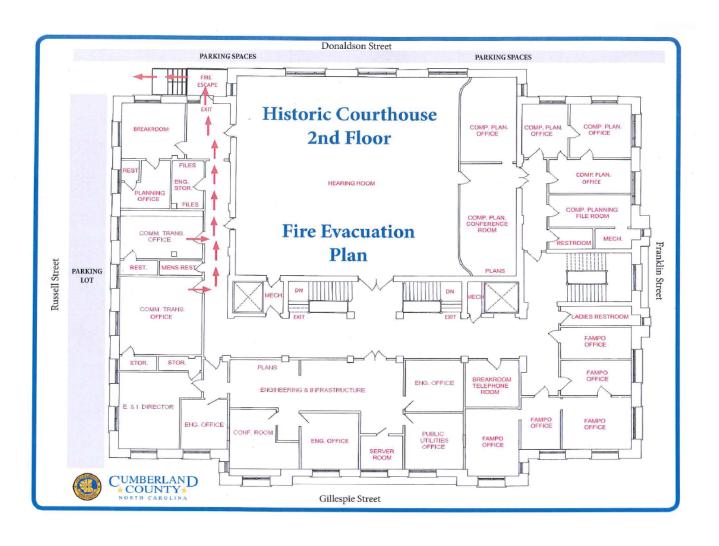
This checklist should be reviewed regularly and kept up to date.

ELECTRICAL EQUIPMENT	
_ No makeshift wiring	Fuse and control boxes clean a closedCircuits properly fused or otherwise protected
_ Extension cords serviceable_ Motors and tools free of dirt and grease	_ Equipment approved for use in hazardous areas
_ Wotors and tools free of dirt and grease	(if required)
_ Lights clear of combustible materials	_ Safest cleaning solvents used
FRICTION	
_ Machinery properly lubricated	_ Machinery properly adjusted and/or aligned
SPECIAL FIRE-HAZARD MATERIALS	
_ Storage of special flammable isolated	_ Nonmetal stock free of tramp metal
WELDING AND CUTTING	
_ Area surveyed for fire safety	Combustible removed or coveredPermit issued
OPEN FLAMES	_
_ Kept away from spray rooms and booths	Portable torches clear of flammable surfacesNo gas leaks
PORTABLE HEATERS	
Set up with ample horizontal and overhead clearancesSecured against tipping or upset	Safely mounted on noncombustible surfacesUse of steel drums prohibited
_ Combustibles removed or covered	_ Not used as rubbish burners
HOT SURFACES	
_ Hot pipes clear of combustible materials	_ Soldering irons kept off combustible surfaces
_ Ample containers available and serviceable	_ Ashes in metal containers
SMOKING AND MATCHES	
_ "No smoking" and "smoking" areas clearly marked	$\underline{\ \ }$ No discarded smoking materials in prohibited areas
_ Butt containers available and serviceable	
SPONTANEOUS IGNITION	
_ Flammable waste material in closed, metal containers	_ Piled material, dry, and well ventilated
_ Flammable waste material containers emptied frequently	_Trash receptacle emptied daily
STATIC ELECTRICITY	
Flammable liquid dispensing vessels grounded and bondedMoving machinery grounded	_ Proper numidity maintained
HOUSEKEEPING _ No accumulation of rubbish	_ Premises free of unnecessary combustible materials
_Safe storage of flammables	No leaks or dripping of flammables and floor free
	of spills
Passageways clear of obstaclesAutomatic sprinklers unobstructed	_ Fire doors unblocked and operating freely
FIRE PROTECTION	
_ Proper type of fire extinguisher	_ Extinguishing system in working order
_ Fire extinguisher in proper location	_ Service date current
_ Access to fire extinguishers unobstructed _ Access to fire extinguishers clearly marked	Personnel trained in use of equipmentPersonnel exits unobstructed and maintained
Fire protection equipment turned on	c. so.mer exits anobstructed and maintained

APPENDIX B

INSPECTION LOGS AND FIRE INCIDENT REPORTS

Insert fire incident reports and inspection records behind in this section.



APPENDIX C

IDENTIFIED FIRE HAZARDS AND RESPONSIBLE PERSONNEL

HAZARD IDENTIFICATION

Туре	Location	Control	Extinguisher Location	Responsible Personnel

TRAINING RECORD

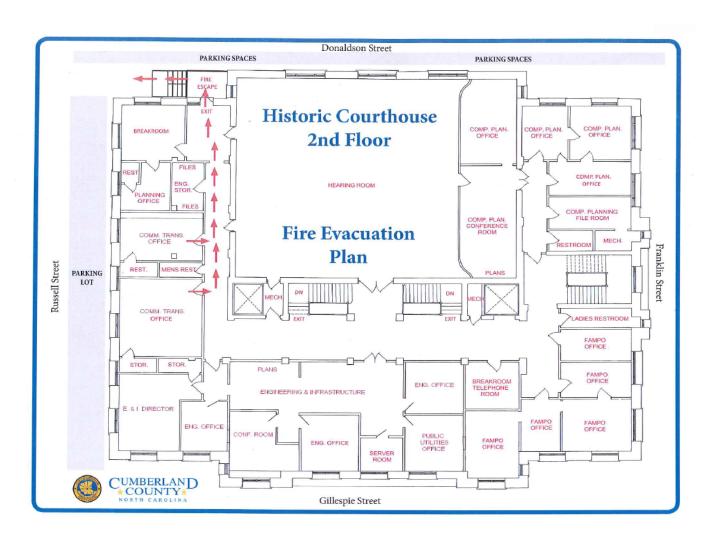
Employee	Department	Name of Training	Date of Training
	_		
	+		
	+		
		_	

APPENDIX E

FIRE EXTINGHISHER LOCATIONS

Insert your map designating fire extinguisher locations behind this tab for your building.

SAMPLE EVACUATION PLAN WITH FIRE EXTINGUISHERS IDENTIFIED



PREVENTATIVE MAINTENANCE PLAN

Preventive maintenance is a term used to describe the performance of regularly scheduled maintenance procedures of a vehicle to prevent the possibility of malfunctions. It is this agency's policy to follow that minimum required maintenance set forth by the manufacturer standards. All preventative maintenance will be reported/completed in a timely manner.

MAINTENANCE

Each vehicle is assigned a number by the Coordinator of Transportation which is affixed to each vehicle in a visible location (driver side front under the headlight, on the cover for the gas tank and the back-passenger side above the brake light. The phone number and facility name is put on the vehicles when purchased.

Every transit driver is responsible for ensuring that periodic maintenance is performed on the vehicle assigned to him/her. The transit driver will indicate on the Pre-Trip Inspection Form when the vehicle is within 500 miles of the next scheduled service.

All requests for service and maintenance must be given to the Coordinator. Repairs are posted on the Maintenance Repair form generated by the Asset Works program. A copy of the form must be taken with the vehicle to the maintenance provider and a copy of the form is filed with the coordinator and posted in the Vehicle Maintenance Log.

In the event of a mechanical failure while the vehicle is in service, the driver will call the Coordinator to report the need for service. The coordinator will contact the maintenance provider during normal business hours or the wrecker service at other times.

Preventative Maintenance Schedule

Be alert and ready to make schedule alterations per your specific needs. When making alterations, be sure to document any changes and update this list for reference.

Regularly

Wash vehicle interior and exterior – determine need by the amount of use and road conditions. (Salt used for clearing roads and chloride compounds used to control dust on unpaved roads may require more frequent washes.

Clean the windshield wiper blades as required.

Unscheduled

Replace:

- Alternator
- Starter motor
- Windshield wiper motor
- Windshield wiper blades
- Exhaust components: muffler, manifolds, pipes, hangers and clamps, headlamps, turn signal bulbs, brake lights and marker lights.
- Vehicle interior fittings, seat materials
- Wheelchair lift components
- Wheelchair restraint components

Every Year

Flush radiator Replace coolant Service air conditioner

Every 2 Years

Replace all hoses; more often if necessary.

Every 2 Years

Replace battery

Mileage Specific

* In dusty areas, the air filter should be replaced every

10,000 miles.

6,000 Change oil, oil filter, lubricate outer tie rod ends, rotate tires, check transmission fluid level, check coolant level, hoses and clamps, inspect exhaust system and brake hoses, inspect CV joints (if equipped) and front suspension components. 12,000 Change oil, oil filter, lubricate outer tie rod ends, lubricate steering linkage, rotate tires, check transmission fluid level, check coolant level, hoses, and clamps, inspect exhaust system and brake hoses. 18,000 Change oil, oil filter, lubricate outer tie rod ends, lubricate front suspension ball joints, rotate tires, check transmission fluid level, check coolant level, hoses, and clamps, inspect exhaust system, brake hoses and brake linings, inspect CV joints (if equipped) and front suspension components, inspect front wheel bearing, clean and repack if required. 24,000 Change oil, oil filter, lubricate outer tie rod ends, lubricate steering linkage, rotate tires, Check transmission fluid level, check coolant level, hoses and clamps, inspect exhaust system and brake and brake hoses, inspect CV joints (if equipped) and front suspension components. 30,000 Change oil, oil filter, lubricate outer tie rod ends, replace engine air cleaner filter, replace spark plugs, rotate tires, check transmission fluid level and fill plug condition, check coolant level, hoses and clamps, check transfer case fluid level, inspect exhaust system and brake hoses, inspect the CV joints (if equipped) and front suspension components. 36,000 Change oil, oil filter, flush and replace engine coolant regardless of mileage, lubricate outer tie rod ends, lubricate front suspension ball joints, lubricate steering linkage, rotate tires, check transmission fluid level, check coolant level, hoses, and clamps, inspect exhaust system, brake hoses and brake linings, inspect CV joints (if equipped) and front suspension components, inspect front wheel bearing, clean and repack if required. 42,000 Change oil, oil filter, lubricate outer tie rod ends, rotate tires, check transmission fluid level, check coolant level, hoses, and clamps, inspect exhaust system and brake hoses. Inspect CV (if equipped) and front suspension components. 48,000 Change oil, oil filter, flush and replace engine coolant, lubricate out tie rod ends, lubricate steering linkage, rotate tires, check transmission fluid level, check coolant level, hoses, and clamps, inspect exhaust system and brake hoses, inspect CV joints (if equipped) and front suspension components.

^{**} PVC value and brake pad replacements and engine tune-ups may need to be performed more often than suggested in this schedule.

- Change oil, oil filter, lubricate outer tie rod ends, lubricate front suspension ball joints, rotate tires, check transmission fluid level, check coolant level, hoses, and clamps, inspect exhaust system, brake hoses and brake linings, inspect CV joints (if equipped) and front suspension components, inspect front wheel bearings, clean and repack if required.
- 60,000 Change oil, oil filter, flush and replace engine coolant, replace ignition cables, replace ignition cables, replace engine air cleaner filter, replace spark plugs, lubricate steering linkage, rotate tires, check transfer case fluid level, check transmission fluid level, and fill plug condition, check coolant level, hoses and clamps, inspect exhaust system and brake hoses, inspect the CV joints (if equipped) and front suspension components, inspect PCV valve, replace as necessary, inspect auto tension drive belt and replace if required.
- 66,000 Change oil, oil filter, lubricate outer tie rod ends, lubricate steering linkage, rotate tires, check coolant level, hoses and clamps, inspect exhaust system and brake hoses, inspect CV joints (if equipped).
- 72,000 Change oil, oil filter, lubricate steering linkage, rotate tires, lubricate outer tie rod ends, lubricate front suspension ball joints, check transmission fluid level, check coolant level, hoses and clamps, inspect exhaust system, brake hoses and brake linings, Inspect CV joints (if equipped) and front suspension components, inspect front wheel bearings, clean and repack if required, inspect and replace auto tension drive belt if required.
- 78,000 Change engine oil, oil filter, flush and replace engine coolant, lubricate outer tie rod ends, rotate tires, check transmission fluid level, check coolant level, hoses and clamps, inspect CV joints (if equipped) and front-end suspension components.
- Change oil, and filter, lubricate outer tie rod ends, lubricate steering linkage, rotate tires, check transmission fluid level, check coolant level, hoses and clamps, inspect exhaust system and brake hoses, inspect CV joints (if equipped) and front suspension components.
- Ochange oil, oil filter, Drain and refill transfer case fluid, lubricate front suspension ball joints, lubricate outer tie rod ends, replace ignition cables, replace engine air cleaner filter, replace spark plugs, rotate tires, check transmission fluid level and fill plug condition, check coolant level, hoses and clamps, inspect exhaust system, brake hoses and brake linings, inspect the CV joints (if equipped) and front suspension components, inspect PCV valve, replace if necessary, inspect auto tension drive belt and replace if required, inspect auto tension drive belt and replace if required.
- Change oil, oil filter, lubricate outer tie rod ends, lubricate steering linkage, rotate tires, check transmission fluid level, check coolant level, hoses and clamps, inspect exhaust system and brake hoses, inspect CV joints (if equipped) and front suspension components.

100,000 Change oil, oil filter, lubricate outer tie rod ends, rotate tires, check transmission fluid level, check coolant level, hoses and clamps, inspect exhaust system and brake hoses, inspect CV joints (if equipped) and front suspension components. Drain and fill automatic transmission fluid, change filter, and adjust bands, flush and replace engine coolant, flush and replace power steering fluid. 106,000 Change oil, oil filter, lubricate outer tie rod ends, rotate tires, check transmission fluid level, check coolant level, hoses and clamps, inspect exhaust system and brake hoses, inspect CV joints (if equipped) and front suspension components. 112,000 Change oil, oil filter, lubricate outer tie rod ends, lubricate steering linkage, rotate tires, check transmission fluid level, check coolant level, hoses, and clamps, inspect exhaust system and brake hoses. 118,000 Change oil, oil filter, lubricate outer tie rod ends, lubricate front suspension ball joints, rotate tires, check transmission fluid level, check coolant level, hoses, and clamps, inspect exhaust system, brake hoses and brake linings, inspect CV joints (if equipped) and front suspension components, inspect front wheel bearing, clean and repack if required. 124,000 Change oil, oil filter, lubricate outer tie rod ends, lubricate steering linkage, rotate tires, Check transmission fluid level, check coolant level, hoses and clamps, inspect exhaust system and brake and brake hoses, inspect CV joints (if equipped) and front suspension components. 130,000 Change oil, oil filter, lubricate outer tie rod ends, replace engine air cleaner filter, replace spark plugs, rotate tires, check transmission fluid level and fill plug condition, check coolant level, hoses and clamps, check transfer case fluid level, inspect exhaust system and brake hoses, inspect the CV joints (if equipped) and front suspension components. 136,000 Change oil, oil filter, flush and replace engine coolant regardless of mileage, lubricate outer tie rod ends, lubricate front suspension ball joints, lubricate steering linkage, rotate tires, check transmission fluid level, check coolant level, hoses, and clamps, inspect exhaust system, brake hoses and brake linings, inspect CV joints (if equipped) and front suspension components, inspect front wheel bearing, clean and repack if required. 142,000 Change oil, oil filter, lubricate outer tie rod ends, rotate tires, check transmission fluid level, check coolant level, hoses, and clamps, inspect exhaust system and brake hoses. Inspect CV (if equipped) and front suspension components. 148,000 Change oil, oil filter, flush and replace engine coolant, lubricate out tie rod ends, lubricate steering linkage, rotate tires, check transmission fluid level, check coolant level, hoses, and clamps, inspect exhaust system and brake hoses, inspect CV joints (if equipped) and front suspension components. 154,000 Change oil, oil filter, lubricate outer tie rod ends, lubricate front suspension ball joints, rotate tires, check transmission fluid level, check coolant level, hoses, and clamps, inspect exhaust system, brake hoses and brake linings, inspect CV joints (if equipped) and front suspension components, inspect front wheel bearings, clean and repack if required.

- 160,000 Change oil, oil filter, lubricate outer tie rod ends, rotate tires, check transmission fluid level, check coolant level, hoses and clamps, inspect exhaust system and brake hoses, inspect CV joints (if equipped) and front suspension components.
- 166,000 Change oil, oil filter, flush and replace engine coolant, replace ignition cables, replace ignition cables, replace engine air cleaner filter, replace spark plugs, lubricate steering linkage, rotate tires, check transfer case fluid level, check transmission fluid level, and fill plug condition, check coolant level, hoses and clamps, inspect exhaust system and brake hoses, inspect the CV joints (if equipped) and front suspension components, inspect PCV valve, replace as necessary, inspect auto tension drive belt and replace if required.
- 172,000 Change oil, oil filter, lubricate steering linkage, rotate tires, lubricate outer tie rod ends, lubricate front suspension ball joints, check transmission fluid level, check coolant level, hoses and clamps, inspect exhaust system, brake hoses and brake linings, Inspect CV joints (if equipped) and front suspension components, inspect front wheel bearings, clean and repack if required, inspect and replace auto tension drive belt if required.
- 178,000 Change engine oil, oil filter, flush and replace engine coolant, lubricate outer tie rod ends, rotate tires, check transmission fluid level, check coolant level, hoses and clamps, inspect CV joints (if equipped) and front-end suspension components.
- Change oil, and filter, lubricate outer tie rod ends, lubricate steering linkage, rotate tires, check transmission fluid level, check coolant level, hoses and clamps, inspect exhaust system and brake hoses, inspect CV joints (if equipped) and front suspension components.
- 190,000 Change oil, oil filter, Drain and refill transfer case fluid, lubricate front suspension ball joints, lubricate outer tie rod ends, replace ignition cables, replace engine air cleaner filter, replace spark plugs, rotate tires, check transmission fluid level and fill plug condition, check coolant level, hoses and clamps, inspect exhaust system, brake hoses and brake linings, inspect the CV joints (if equipped) and front suspension components, inspect PCV valve, replace if necessary, inspect auto tension drive belt and replace if required, inspect front wheel bearings, clean and repack if required, inspect auto tension drive belt and replace if required.
- 196,000 Change oil, oil filter, lubricate outer tie rod ends, lubricate steering linkage, rotate tires, check transmission fluid level, check coolant level, hoses and clamps, inspect exhaust system and brake hoses, inspect CV joints (if equipped) and front suspension components. Drain and fill automatic transmission fluid, change filter, and adjust bands, flush and replace engine coolant, flush and replace power steering fluid.
- 202,000 Change oil, oil filter, lubricate outer tie rod ends, rotate tires, check transmission fluid level, check coolant level, hoses and clamps, inspect exhaust system and brake hoses, inspect CV joints (if equipped) and front suspension components.

Wheelchair Lift Maintenance Schedule

Perform lift maintenance at scheduled intervals according to number of cycles or elapsed time, whichever comes first. Correct any potentially dangerous situations at once.

Daily Inspections

Pre/Post-trip inspections are crucial to the success of every agency's Preventative Maintenance Program. Each driver will inspect his or her vehicle before leaving the parking area by completing the Pre-Trip Vehicle Inspection Form. The completed checklist must be submitted to the Coordinator at the end of the driver's shift so that necessary maintenance can be noted and scheduled accordingly. Drivers must sign each checklist for each vehicle used that day.

PRE-TRIP INSPECTION

Under the Hood

Check for problems under the hood at the beginning of the inspection before starting the engine. It is easier and safer when the engine is cool.

Check the oil, radiator and battery fluid levels. If low, list this on the inspection checklist. If any fluids are below the safe level, see the Transit Coordinator for assistance.

Also, check hoses for cracks or possible leaks and belts for any visible damage. Report any wear on the checklist, as soon as it begins to show.

Vehicle Interior

Since the will need to remain started while you conduct the inspection, best practices encourage placing chocks behind the wheels prior to starting the motor.

First, engage the parking brake.

Second, start the vehicle.

Next, check the oil pressure, fuel and alternator gauges.

If the oil pressure light remains on or the gauge shows the oil pressure to be dangerously low, turn the motor off until the problem can be corrected. Alert the Transit Coordinator and document this information on the pre-trip inspection form.

If the alternator or generator light stays on, the battery may not be charging. To guard against the possibility of becoming stranded along the route by a dead battery, have the problem located and corrected right away.

Check the windshield wipers to make sure they are working and not worn or stripped.

Vehicle Exterior

Turn on all exterior lights. With the vehicle in park and the emergency brake still on, begin the exterior check from the front of the vehicle.

During the exterior inspection, be sure to note and report any evidence of fresh damage to the vehicle. Reporting such damage now may save you a lengthy and difficult explanation or report later. Space is provided for you on the Daily Vehicle Inspection Checklist to note and describe any exterior damage. Check all lights (clearance, head, tail, signal and emergency flashers) to make sure they are working. (You may need a co-worker's assistance).

Check the left front tire for any signs of road damage or under-inflation.

Check the air pressure with an air pressure gauge.

Take care to maintain your tires at the recommended pressure.

A soft tire is very susceptible to severe road damage.

An over-inflated tire causes a bumpier and less comfortable ride,

Especially for elderly or disabled passengers.

Check the condition of the side marker light.

Move to the back of the vehicle and inspect the rear left tire or duals for obvious damage.

Check the air pressure with an air pressure gauge.

While at the back of the vehicle, check the taillights, the brake lights, turn signal lights, emergency flashers and any other clearance lights, reflectors or signs. (This will require assistance).

Make sure tires are free of mud and dirt buildup.

Store a cloth to clean any dirty lights, which may be hard to see even after dark.

Check the right rear tire. If there are any other lights or outside signs for your boarding doors or lifts, make sure they are in place and clean.

Next, look under the vehicle. Make sure there are no foreign or unfamiliar objects hanging down or wedged underneath.

Also, check to see if there are any puddles of vehicle fluids under the vehicle. If the vehicle is leaking fluid, report it to the Transit Coordinator.

Move to the front of the vehicle and examine the right front tire in the same manner as the left tire and check the condition of the side marker light.

Adjust each mirror so that you can see what you need to see from your normal driving position. When adjusting mirrors, keep in mind what you want to be able to see within your safety zone.

Test the horn to make sure it works.

Turn the steering wheel gently to make sure it is not loose.

Depress the brake pedal. If the tension feels spongy or soft, note this on your checklist, the brakes may need to be adjusted.

Check the blower fan to verify it works so the heater, defroster or air conditioner can all be utilized.

Check the interior lights. If any lights are not working, note this on the checklist.

Note on your checklist anything in the interior of the vehicle that needs attention.

Safety Equipment

Check your emergency equipment to make sure it is in the right location and in working order.

Emergency equipment should include:

- A properly charged fire extinguisher
- Warning devices such as cones, triangles, flares
- A first aid kit
- Extra fuses
- A flashlight with fresh batteries
- Blood Borne Pathogens Kits

Look around the inside of your vehicle to make sure it is clean. Clear out trash, debris or loose items. Trash or debris left in the vehicle can be tossed about by careless passengers and can cause slips, falls and fires. A clean vehicle presents a professional image.

Check any special accessibility equipment if your vehicle is so equipped.

Examine tie downs for signs of damage or excessive wear. Make sure they can be properly secured to the floor.

Check all lifts and ramps by operating them through one complete cycle. Make sure they are functioning properly. (You may have to move the vehicle to ensure proper clearance while performing this part of the inspection.)

Make sure all doors and emergency exits are functional and unobstructed.

DAILY INSPECTION

Pre/Post-Trip inspections are crucial to the success of each transit system's Preventative Maintenance Program. Each driver will inspect his or her vehicle before leaving the parking lot by completing the Pre-Trip Vehicle Inspection Form. The completed checklist must be submitted at the end of the driver's shift to maintain a records inspection. At the end of each driver's assigned shift, the driver must also complete a Post-trip Inspection Sheet, found on the back of the Pre-trip Inspection Sheet. Drivers must sign each Pre-trip and Post-trip checklist for each vehicle used that day. Pre-trip and Post-Trip inspection sheets will be reviewed daily on order to schedule any required or necessary maintenance. (See attachment page 111, Pre/Post-Trip Checklist)

MANAGEMENT REVIEWS

There must be an effective mechanism to monitor and document the contractor's maintenance activities. An acceptable program would consist of periodic written reports on maintenance activities submitted by the contractor to the grantee, supplemented by periodic inspections by the grantee. The grantee must provide oversight in order to verify the contractor's compliance with FTA and NCDOT regulations and polices.

The Community Transportation Coordinator/Accountable Executive/Safety Officer will provide oversight on accident/incident reporting and safety training quarterly. Oversight may be provided through reports submitted to the Transportation Coordinator/Accountable Executive/Safety Officer by the contracted company, or through an office visit from the Transportation Coordinator/Accountable Executive/Safety Officer to review records. In the case of any accident/incident, the Transportation Coordinator/Accountable Executive/Safety Officer should be notified immediately. The contractor must submit police reports if applicable, and document the investigation completed to verify if the accident/incident could have been avoided. The Transportation Coordinator/Accountable Executive/Safety Officer will verify the contractor's compliance with FTA and NCDOT regulations and policies.

BLOODBORNE PATHOGENS/INFECTION CONTROL

OVERVIEW

The document was developed to provide an overview of the Bloodborne Pathogens/Exposure Control Plan. The completed plan is available for review. The Exposure Control Plan (ECP) will be reviewed annually or updated when changes to tasks, procedures, and positions occur.

All Transit employees shall be trained in how to deal with blood borne pathogens. Blood borne Pathogens Kits shall be kept in all vehicles. If any employee is contaminated they shall be given time off with pay to clean up and the vehicle shall be cleaned before it is allowed back in service.

If a bio-hazardous spill occurs as part of a vehicular accident, then first aid for injured passengers should be the first priority, along with notification of appropriate medical assistance personnel. Bio-hazardous spills may also occur from an on-vehicle injury without a vehicular accident. Again, first aid provision comes first. Additionally, a bio-hazardous spill may occur as a result of vomiting or loss of bladder control, in which case, first aid is normally not necessary. However, anytime the driver does administer first aid, latex gloves and other personal protective equipment should be used.

Contaminated items should be carefully placed in the designated bio-hazard disposal bag.

Following first aid administration, where necessary, the vehicle must be cleared of the spill. The following steps should be followed:

- 1. Put on a new pair of latex gloves.
- 2. Contain the spill as best as possible with paper towels and/or solidifying powder
- 3. Clean up spill with paper towels, or if a solidifying powder is used, use a dustpan and brush.
- 4. Clean area of spill with the cleaning or decontamination solution and wipe with paper towels and/or fresh solidifying powder.
- 5. Place all items used to clean spill into bio-hazardous waste disposal bag.
- 6. If the exterior of the disposal bag has not been contaminated by the spill, then remove both Latex gloves and place them in the disposal bag and seal the bag.
- 7. If the exterior of the bio-hazardous waste disposal bag has been contaminated by the spill, seal the bag and place inside another bag.
- 8. Upon return to home base, place the plastic bag(s) into the designated disposal container.
- 9. Management will have it disposed of by an appropriate medical hazard disposal organization for proper ultimate destruction.

SAFETY DATA ACQUISITION/ANALYSIS DESCRIPTION OF ELEMENT

Understanding safety data is an important step toward allocating important (and often scarce) resources to implement safety plan elements. Safety data relative to transit provider operations can be used to determine safety trends in system operation. The data include information gathered from within the system on safety-related events such as passenger injuries or claims, employee injuries, accidents, incidents, and preventability. Driver reports (sometimes called logs) can be an important source of safety problems, such as dangerous stop locations, problems with vehicle equipment, safety problems with the route, and other issues. The data is useful in a formal hazard identification and resolution process to help identify hazards before they cause accidents. The data may also help improve system performance, not only in respect to safety, but also in overall delivery of service to the riding public. In addition, trend analyses of safety data can help determine the effectiveness of safety initiatives that have been implemented.

- A. One of the most important services the safety unit provides for the transit organization is the collection, maintenance, and distribution of safety data relative to system operation.
 - Includes information gathered from within the system on various operating events relative to safety.
- B. Analysis of this system specific data can be used to determine trends and patterns in system operation.
- C. Used as part of the Hazard Resolution Process, data collection and analysis can be used to identify hazards before they cause accidents.
 - This is done by techniques such as trend analysis and thus become a vital component of efforts to improve system performance, not only in respect to safety but also in overall delivery of service to the riding public.
- D. The responsibilities for providing, receiving, processing and analyzing data should be listed here and can be general or specific, based on the needs of the transit system.

SAFETY PLAN PURPOSE

A System Safety Plan has many beneficial purposes for your employees and passengers. A plan provides:

- A documented approach to accomplishing a system safety plan.
- A means of providing safety policies and procedures to drivers, vehicle maintenance, office and personnel.
- A way to reduce accidents and injuries through preventative measures.

SAFETY OBJECTIVES

In the transit environment, when properly applied, system safety:

- 1. Ensures safety is addressed during system planning, design and construction
- 2. Provide analysis tools and methodologies to promote safe system operation through the identification of safety hazards and the implementation of technology, procedures, training, and safety devices to resolve these hazards

TRANSIT SYSTEM SAFETY PHILOSOPHY NCDOT Safety Philosophy Statements

A Safety Philosophy is part of the North Carolina Department of Transportation (NCDOT) mission. North Carolina public transit systems can uphold this mission by acknowledging and implementing the NCDOT safety philosophy statements shown below:

- ❖ All accidents and injuries can be prevented.
- Management/supervisors are responsible, and will be held accountable, for preventing injuries and occupational illnesses.
- Occupational safety and health is part of every employee's total job performance.
- ❖ Working safely is a condition of employment.
- ❖ All workplace hazards can be safeguarded.
- Training employees to work safely is essential and is the responsibility of management/supervision.
- Preventing personal injuries and accidents is good business.

SAFETY GOALS

As a public transportation provider in North Carolina, transit systems should utilize and uphold statewide safety goals. These goals include:

- ❖ Instilling a safety attitude and a safe work place/customer service environment
- **Section** Establishing a commitment to safety
- ❖ Developing and maintaining a comprehensive, structured safety plan
- Developing and maintaining safety standards and procedures
- Providing formalized safety training
- * Reducing accident and injury rates
- Selecting equipment that promotes and enhances safety
- Safeguarding hazards
- Making necessary changes in the system to uphold safety
- Establishing an incentive/reward program that rewards safe employee practices
- Increasing employee safety awareness
- Applying new research and development in safety efforts
- ❖ Meet NCDOT/PTD minimum training standard
- Creates a proactive transit safety culture that supports employee safety and safe system operation through motivated compliance with agency rules and procedures and the appropriate use and operation of equipment

SAFETY RESPONSIBILITIES – SPECIFIC POSITIONS

Transportation Coordinator/Accountable Executive/Chief Safety Officer

- Provides oversight of training for employees and supervisory personnel directly related to avoiding a possible injury or illness.
- Responsible for submitting a copy of Accident/Incident Reports to NCDOT/PTD Safety & Training Unit.
- Provides oversight and evaluates effectiveness of the safety plan.
- Accountable Executive for implementing and ensuring all safety and compliance standards set forth by NCDOT and FTA
- Chief Safety Officer for implementing and ensuring all safety and compliance standards set forth by NCDOT and FTA

Contract Owners

- Have a thorough knowledge of the System Safety Policy.
- Provides a safe work place.
- Locates and provides instruction and training to drivers so that they conduct their job in a safe manner.
- Enforces safety rules and regulations.
- Initiates immediate corrective action where unsafe conditions or practices are found.
- Properly notifies the Transportation Coordinator/Accountable Executive of all accidents and incidents.
- Develops goals established for the safety plan, with progress toward those goals measured on a quarterly basis.
- Investigates accidents and incidents, and writes reports on actions taken to prevent recurrence of accidents, including actions taken against individual violators of safety rules and practices.
- Maintains records as necessary to comply with laws and objectives of the safety plan. These records should include:
 - Copies of Report of Injury or Accident
 - Safety Meetings Reports

Employees

- Abides by the safety rules and regulations.
- Has regard for the safety of fellow workers and clients at all times.
- Reports any unsafe condition to the Contract Owner.
- Contributes ideas and suggestions for improving the safety of conditions or procedures to the Contract Owner.
- Uses individual knowledge and influence to prevent accidents.
- Attends safety training and safety meetings.
- Reports accidents and injuries to the Contract Owner immediately.

It is the responsibility of each driver to abide by all rules and regulations and to comply with all laws pertaining to safety and health in the workplace. **It is the responsibility of each Contract Owner to**

provide explicit instructional and procedural safety training for each employee. Safety becomes a shared responsibility between management and the employee, and working safely is a condition of employment.

All drivers are required to attend safety meetings. Safety meetings involve employees in the Safety plan and are very useful ways of training employees. Safety meetings are used to present information, discuss problems and new ideas and discuss recent accidents and injuries. Safety meetings shall include, but shall not be limited to, the following:

- 1. Practicing safe driving procedures and avoiding accidents or incidents.
- 2. Reporting promptly and in writing, to your supervisor, all injuries and illnesses associated with the jobs.
- 3. Working under the influence of alcohol or illegal drugs is specifically forbidden. Use of prescription drugs, which may affect your alertness or work abilities, shall be reported to the contract owner (49 CFR parts 40, 653, and 654).

SAFETY MEETING REPORT (MONTHLY, BI-MONTHLY OR QUARTERLY)

Date:	
Address:	
Meeting Leader:	
Attendance should be documented.	
Other Persons Present:	
Formal Presentation (Name of presenter and topic):	
Other Subjects Discussed:	
Reports on Weekly Meetings:	
Employees' Comments/Suggestions:	
Emproyees Commondy Suggestions:	
Contracted Owner's Signature	

DRUG AND ALCOHOL POLICY

ZERO TOLERANCE

DRUG AND ALCOHOL TESTING POLICY Cumberland County Community Transportation Program Adopted as of [February 25, 2021]

A. <u>PURPOSE</u>

- 1) The Cumberland County Community Transportation Program provides public transit and paratransit services for the residents of Cumberland County. Part of our mission is to ensure that this service is delivered safely, efficiently, and effectively by establishing a drug and alcohol-free work environment, and to ensure that the workplace remains free from the effects of drugs and alcohol in order to promote the health and safety of employees and the general public. In keeping with this mission, Cumberland County Community Transportation Program declares that the unlawful manufacture, distribution, dispense, possession, or use of controlled substances or misuse of alcohol is prohibited for all employees.
- 2) Additionally, the purpose of this policy is to establish guidelines to maintain a drug and alcohol-free workplace in compliance with the Drug-Free Workplace Act of 1988, and the Omnibus Transportation Employee Testing Act of 1991. This policy is intended to comply with all applicable Federal regulations governing workplace anti-drug and alcohol programs in the transit industry. Specifically, the Federal Transit Administration (FTA) of the U.S. Department of Transportation has published 49 CFR Part 655, as amended, that mandates urine drug testing and breath alcohol testing for safety-sensitive positions, and prohibits performance of safety-sensitive functions when there is a positive test result, or a refusal to test. The U. S. Department of Transportation (USDOT) has also published 49 CFR Part 40, as amended, that sets standards for the collection and testing of urine and breath specimens.
- 3) Any provisions set forth in this policy that are included under the sole authority of Cumberland County Community Transportation Program and <u>are not</u> provided under the authority of the above-named Federal regulations are underlined. Tests conducted under the sole authority of Cumberland County Community Transportation Program will be performed on non-USDOT forms and will be separate from USDOT testing in all respects.

B. <u>APPLICABILITY</u>

This Drug and Alcohol Testing Policy applies to all safety-sensitive employees (full- or part-time) when performing safety sensitive duties. See Attachment A for a list of employees and the authority under which they are included.

A safety-sensitive function is operation of public transit service including the operation of a revenue service vehicle (whether or not the vehicle is in revenue service), maintenance of a revenue service vehicle or equipment used in revenue service, security personnel who carry firearms, dispatchers or persons controlling the movement of revenue service vehicles and any transit employee who operates a vehicle that requires a Commercial Driver's License to operate. Maintenance functions include the repair, overhaul, and rebuild of engines, vehicles and/or equipment used in revenue service. A list of safety-sensitive positions who perform one or more of the above mentioned duties is provided in Attachment A. Supervisors are only safety sensitive

if they perform one of the above functions. Volunteers are considered safety sensitive and subject to testing if they are required to hold a CDL, or receive remuneration for service in excess of actual expense.

C. DEFINITIONS

Accident: An occurrence associated with the operation of a vehicle even when not in revenue service, if as a result:

- a. An individual dies;
- b. An individual suffers a bodily injury and immediately receives medical treatment away from the scene of the accident; or,
- c. One or more vehicles incur disabling damage as the result of the occurrence and is transported away from the scene by a tow truck or other vehicle. For purposes of this definition, disabling damage means damage which precludes departure of any vehicle from the scene of the occurrence in its usual manner in daylight after simple repairs. Disabling damage includes damage to vehicles that could have been operated but would have been further damaged if so operated, but does not include damage which can be remedied temporarily at the scene of the occurrence without special tools or parts, tire disablement without other damage even if no spare tire is available, or damage to headlights, taillights, turn signals, horn, or windshield wipers that makes them inoperative.

Adulterated specimen: A specimen that has been altered, as evidence by test results showing either a substance that is not a normal constituent for that type of specimen or showing an abnormal concentration of an endogenous substance.

Alcohol: The intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols contained in any beverage, mixture, mouthwash, candy, food, preparation or medication.

Alcohol Concentration: Expressed in terms of grams of alcohol per 210 liters of breath as indicated by a breath test under 49 CFR Part 40.

Aliquot: A fractional part of a specimen used for testing, It is taken as a sample representing the whole specimen.

Canceled Test: A drug or alcohol test that has a problem identified that cannot be or has not been corrected, or which is cancelled. A canceled test is neither positive nor negative.

Confirmatory Drug Test: A second analytical procedure performed on a different aliquot of the original specimen to identify and quantify the presence of a specific drug or metabolite.

Confirmatory Validity Test: A second test performed on a different aliquot of the original urine specimen to further support a validity test result.

Covered Employee Under FTA Authority: An employee who performs a safety-sensitive function including an applicant or transferee who is being considered for hire into a safety-sensitive function (See Attachment A for a list of covered employees).

Designated Employer Representative (DER): An employee authorized by the employer to take immediate action to remove employees from safety-sensitive duties and to make required decisions in testing. The DER also receives test results and other communications for the employer, consistent with the requirements of 49 CFR Parts 40 and 655.

DOT, The Department, DOT Agency: These terms encompass all DOT agencies, including, but not limited to, the Federal Aviation Administration 9FAA), the Federal Railroad Administration (FRA), the Federal Motor Carrier Safety Administration (FMCSA), the Federal Transit Administration (FTA), the National Highway Traffic Safety Administration (NHTSA), the Pipeline and Hazardous Materials Safety Administration (PHMSA), and the Office of the Secretary (OST). For purposes of 49 CFR Part 40, the United States Coast Guard (USCG), in the Department of Homeland Security, is considered to be a DOT agency for drug testing purposes. These terms include any designee of a DOT agency.

Dilute specimen: A urine specimen with creatinine and specific gravity values that are lower than expected for human urine.

Disabling damage: Damage which precludes departure of any vehicle from the scene of the occurrence in its usual manner in daylight after simple repairs. Disabling damage includes damage to vehicles that could have been operated but would have been further damaged if so operated, but does not include damage which can be remedied temporarily at the scene of the occurrence without special tools or parts, tire disablement without other damage even if no spare tire is available, or damage to headlights, taillights, turn signals, horn, or windshield wipers that makes them inoperative.

Evidentiary Breath Testing Device (EBT): A device approved by the NHTSA for the evidential testing of breath at the 0.02 and the 0.04 alcohol concentrations, and appears on ODAPC's Web page for "Approved Evidential Breath Measurement Devices" because it conforms with the model specifications available from NHTSA.

Initial Drug Test: (Screening Drug Test) The test used to differentiate a negative specimen from one that requires further testing for drugs or drug metabolites.

Initial Specimen Validity Test: The first test used to determine if a urine specimen is adulterated, diluted, substituted, or invalid

Invalid Result: The result reported by an HHS-certified laboratory in accordance with the criteria established by the HHS Mandatory Guidelines when a positive, negative, adulterated, or substituted result cannot be established for a specific drug or specimen validity test.

Laboratory: Any U.S. laboratory certified by HHS under the National Laboratory Certification program as meeting standards of Subpart C of the HHS Mandatory Guidelines for Federal Workplace Drug Testing Programs; or, in the case of foreign laboratories, a laboratory approved for participation by DOT under this part.

Limit of Detection (LOD): The lowest concentration at which a measurand can be identified, but (for quantitative assays) the concentration cannot be accurately calculated.

Limit of Quantitation: For quantitative assays, the lowest concentration at which the identity and concentration of the measurand can be accurately established.

Medical Review Officer (MRO): A licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by the drug testing program who has knowledge of substance abuse disorders, and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result, together with his/her medical history, and any other relevant bio-medical information.

Negative Dilute: A drug test result which is negative for the five drug/drug metabolites but has a specific gravity value lower than expected for human urine.

Negative result: The result reported by an HHS-certified laboratory to an MRO when a specimen contains no drug or the concentration of the drug is less than the cutoff concentration for the drug or drug class and the specimen is a valid specimen. An alcohol concentration of less than 0.02 BAC is a negative test result.

Non-negative test result: A urine specimen that is reported as adulterated, substituted, invalid, or positive for drug/drug metabolites.

Oxidizing Adulterant: A substance that acts alone or in combination with other substances to oxidize drugs or drug metabolites to prevent the detection of the drug or metabolites, or affects the reagents in either the initial or confirmatory drug test.

Performing (a safety-sensitive function): A covered employee is considered to be performing a safety-sensitive function and includes any period in which he or she is actually performing, ready to perform, or immediately available to perform such functions.

Positive result: The result reported by an HHS- Certified laboratory when a specimen contains a drug or drug metabolite equal or greater to the cutoff concentrations.

Prohibited drug: Identified as marijuana, cocaine, opioids, amphetamines, or phencyclidine at levels above the minimum thresholds specified in 49 CFR Part 40, as amended.

Reconfirmed: The result reported for a split specimen when the second laboratory is able to corroborate the original result reported for the primary specimen.

Rejected for Testing: The result reported by an HHS- Certified laboratory when no tests are performed for specimen because of a fatal flaw or a correctable flaw that has not been corrected.

Revenue Service Vehicles: All transit vehicles that are used for passenger transportation service.

Safety-sensitive functions: Employee duties identified as:

- (1) The operation of a transit revenue service vehicle even when the vehicle is not in revenue service.
- (2) The operation of a non-revenue service vehicle by an employee when the operation of such a vehicle requires the driver to hold a Commercial Drivers License (CDL).
- (3) Maintaining a revenue service vehicle or equipment used in revenue service.
- (4) Controlling the movement of a revenue service vehicle and
- (5) Carrying a firearm for security purposes.

Split Specimen Collection: A collection in which the urine collected is divided into two separate bottles, the primary specimen (Bottle A) and the split specimen (Bottle B).

Substance Abuse Professional (SAP): A licensed physician (medical doctor or doctor of osteopathy) or licensed or certified psychologist, social worker, employee assistance professional, state-licensed or certified marriage and family therapist, or drug and alcohol counselor (certified by an organization listed at https://www.transportation.gov/odapc/sap) with knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol related disorders.

Substituted specimen: A urine specimen with creatinine and specific gravity values that are so diminished or so divergent that they are not consistent with normal human urine.

Test Refusal: The following are considered a refusal to test if the employee:

- (1) Fail to appear for any test (except a pre-employment test) within a reasonable time, as determined by the employer.
- (2) Fail to remain at the testing site until the testing process is complete. An employee who leaves the testing site before the testing process commences for a pre-employment test has not refused to test.
- (3) Fail to attempt to provide a breath or urine specimen. An employee who does not provide a urine or breath specimen because he or she has left the testing site before the testing process commenced for a pre-employment test has not refused to test.
- (4) In the case of a directly-observed or monitored urine drug collection, fail to permit monitoring or observation of your provision of a specimen.
- (5) Fail to provide a sufficient quantity of urine or breath without a valid medical explanation.
- (6) Fail or decline to take a second test as directed by the collector or the employer for drug testing.
- (7) Fail to undergo a medical evaluation as required by the MRO or the employer's Designated Employer Representative (DER).
- (8) Fail to cooperate with any part of the testing process.
- (9) Fail to follow an observer's instructions to raise and lower clothing and turn around during a directly-observed test.
- (10) Possess or wear a prosthetic or other device used to tamper with the collection process.
- (11) Admit to the adulteration or substitution of a specimen to the collector or MRO.
- (12) Refuse to sign the certification at Step 2 of the Alcohol Testing Form (ATF).
- (13) Fail to remain readily available following an accident.
- (14) As a covered employee, if the MRO reports that you have a verified adulterated or substituted test result, you have refused to take a drug test.

Vehicle: A bus, electric bus, van, automobile, rail car, trolley car, trolley bus, or vessel. A public transit vehicle is a vehicle used for public transportation or for ancillary services.

Verified negative test: A drug test result reviewed by a medical review officer and determined to have no evidence of prohibited drug use above the minimum cutoff levels established by the Department of Health and Human Services (HHS).

Verified positive test: A drug test result reviewed by a medical review officer and determined to have evidence of prohibited drug use above the minimum cutoff levels specified in 49 CFR Part 40 as revised.

Validity testing: The evaluation of the specimen to determine if it is consistent with normal human urine. Specimen validity testing will be conducted on all urine specimens provided for testing under DOT authority. The purpose of validity testing is to determine whether certain adulterants or foreign substances were added to the urine, if the urine was diluted, or if the specimen was substituted.

D. EDUCATION AND TRAINING

- 1) Every covered employee will receive a copy of this policy and will have ready access to the corresponding federal regulations including 49 CFR Parts 655 and 40, as amended. In addition, all covered employees will undergo a minimum of 60 minutes of training on the signs and symptoms of drug use including the effects and consequences of drug use on personal health, safety, and the work environment. The training also includes manifestations and behavioral cues that may indicate prohibited drug use.
- 2) All supervisory personnel or company officials who are in a position to determine employee fitness for duty will receive 60 minutes of reasonable suspicion training on the physical, behavioral, and performance indicators of probable drug use and 60 minutes of additional reasonable suspicion training on the physical, behavioral, speech, and performance indicators of probable alcohol misuse.

E. PROHIBITED SUBSTANCES

- 1) Prohibited substances addressed by this policy include the following.
 - a. Illegally Used Controlled Substance or Drugs Under the Drug-Free Workplace Act of 1988 any drug or any substance identified in Schedule I through V of Section 202 of the Controlled Substance Act (21 U.S.C. 812), and as further defined by 21 CFR 1300.11 through 1300.15 is prohibited at all times in the workplace unless a legal prescription has been written for the substance. This includes, but is not limited to: marijuana, amphetamines, opioids, phencyclidine (PCP), and cocaine, as well as any drug not approved for medical use by the U.S. Drug Enforcement Administration or the U.S. Food and Drug Administration. Illegal use includes use of any illegal drug, misuse of legally prescribed drugs, and use of illegally obtained prescription drugs. Also, the medical use of marijuana, or the use of hemp related products, which cause drug or drug metabolites to be present in the body above the minimum thresholds is a violation of this policy

Federal Transit Administration drug testing regulations (49 CFR Part 655) require that all employees covered under FTA authority be tested for marijuana, cocaine, amphetamines, opioids, and phencyclidine as described in Section H of this policy. Illegal use of these five drugs is prohibited at all times and thus, covered employees may be tested for these drugs anytime that they are on duty.

b. Legal Drugs: The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. However, the use of any substance which carries a warning label that indicates that mental functioning, motor skills, or judgment may be adversely affected must be reported to a Cumberland County Community Transportation Program supervisor and the employee is required to provide a written

- release from his/her doctor or pharmacist indicating that the employee can perform his/her safety-sensitive functions.
- c. Alcohol: The use of beverages containing alcohol (including any mouthwash, medication, food, candy) or any other substances such that alcohol is present in the body while performing safety-sensitive job functions is prohibited.

F. PROHIBITED CONDUCT

- 1) All covered employees are prohibited from reporting for duty or remaining on duty any time there is a quantifiable presence of a prohibited drug in the body above the minimum thresholds defined in 49 CFR Part 40, as amended.
- 2) Each covered employee is prohibited from consuming alcohol while performing safety-sensitive job functions or while on-call to perform safety-sensitive job functions. If an on-call employee has consumed alcohol, they must acknowledge the use of alcohol at the time that they are called to report for duty. The covered employee will subsequently be relieved of his/her on-call responsibilities and subject to discipline for not fulfilling his/her on-call responsibilities.
- 3) The Transit Department shall not permit any covered employee to perform or continue to perform safety-sensitive functions if it has actual knowledge that the employee is using alcohol
- 4) Each covered employee is prohibited from reporting to work or remaining on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater regardless of when the alcohol was consumed.
 - a. An employee with a breath alcohol concentration which measures 0.02-0.039 is not considered to have violated the USDOT-FTA drug and alcohol regulations, provided the employee hasn't consumed the alcohol within four (4) hours of performing a safety-sensitive duty. However, if a safety-sensitive employee has a breath alcohol concentration of 0.02-0.039, USDOT-FTA regulations require the employee to be removed from the performance of safety-sensitive duties until:
 - i. The employee's alcohol concentration measures less than 0.02; or
 - ii. The start of the employee's next regularly scheduled duty period, but not less than eight hours following administration of the test.
- 5) No covered employee shall consume alcohol for eight (8) hours following involvement in an accident or until he/she submits to the post-accident drug/alcohol test, whichever occurs first.
- 6) No covered employee shall consume alcohol within four (4) hours prior to the performance of safety-sensitive job functions.
- 7) <u>Cumberland County Community Transportation Program, under its own authority, also prohibits the consumption of alcohol at all times the employee is on duty, or anytime the employee is in uniform.</u>

8) Consistent with the Drug-free Workplace Act of 1988, all Cumberland County Community Transportation Program employees are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of prohibited substances in the work place including transit system premises and transit vehicles.

G. DRUG STATUTE CONVICTION

Consistent with the Drug Free Workplace Act of 1998, all employees are required to notify the Cumberland County Community Transportation Program management of any criminal drug statute conviction for a violation occurring in the workplace within five days after such conviction. Failure to comply with this provision shall result in disciplinary action as defined in Section Q of this policy.

H. TESTING REQUIREMENTS

- 1) Analytical urine drug testing and breath testing for alcohol will be conducted as required by 49 CFR Part 40 as amended. All employees covered under FTA authority shall be subject to testing prior to performing safety-sensitive duty, for reasonable suspicion, following an accident, and random as defined in Section K, L, M, and N of this policy, and return to duty/follow-up.
- 2) A drug test can be performed any time a covered employee is on duty. A reasonable suspicion or random alcohol test can only be performed just before, during, or after the performance of a safety-sensitive job function. Under Cumberland County Community Transportation Program authority, a non-DOT alcohol test can be performed any time a covered employee is on duty.
- 3) All covered employees will be subject to urine drug testing and breath alcohol testing as a condition of ongoing employment with Cumberland County Community Transportation Program. Any safety-sensitive employee who refuses to comply with a request for testing shall be removed from duty and subject to discipline as defined in Section Q of this policy.

I. DRUG TESTING PROCEDURES

- 1) Testing shall be conducted in a manner to assure a high degree of accuracy and reliability and using techniques, equipment, and laboratory facilities which have been approved by the U.S. Department of Health and Human Service (HHS). All testing will be conducted consistent with the procedures set forth in 49 CFR Part 40, as amended. The procedures will be performed in a private, confidential manner and every effort will be made to protect the employee, the integrity of the drug testing procedure, and the validity of the test result.
- 2) The drugs that will be tested for include marijuana, cocaine, opioids, amphetamines, and phencyclidine. After the identity of the donor is checked using picture identification, a urine specimen will be collected using the split specimen collection method described in 49 CFR Part 40, as amended. Each specimen will be accompanied by a DOT Custody and Control Form and identified using a unique identification number that attributes the specimen to

the correct individual. The specimen analysis will be conducted at a HHS certified laboratory. An initial drug screen and validity test will be conducted on the primary urine specimen. For those specimens that are not negative, a confirmatory Gas Chromatography/Mass Spectrometry (GC/MS) test will be performed. The test will be considered positive if the amounts of the drug(s) and/or its metabolites identified by the GC/MS test are above the minimum thresholds established in 49 CFR Part 40, as amended.

- 3) The test results from the HHS certified laboratory will be reported to a Medical Review Officer. A Medical Review Officer (MRO) is a licensed physician with detailed knowledge of substance abuse disorders and drug testing. The MRO will review the test results to ensure the scientific validity of the test and to determine whether there is a legitimate medical explanation for a confirmed positive, substitute, or adulterated test result. The MRO will attempt to contact the employee to notify the employee of the non-negative laboratory result, and provide the employee with an opportunity to explain the confirmed laboratory test result. The MRO will subsequently review the employee's medical history/medical records as appropriate to determine whether there is a legitimate medical explanation for a non-negative laboratory result. If no legitimate medical explanation is found, the test will be verified positive or refusal to test and reported to Cumberland County Community Transportation Program. If a legitimate explanation is found, the MRO will report the test result as negative.
- 4) If the test is invalid without a medical explanation, a retest will be conducted under direct observation. Employees do not have access to a test of their split specimen following an invalid result.
- 5) Any covered employee who questions the results of a required drug test under paragraphs L through P of this policy may request that the split sample be tested. The split sample test must be conducted at a second HHS-certified laboratory. The test must be conducted on the split sample that was provided by the employee at the same time as the primary sample. The method of collecting, storing, and testing the split sample will be consistent with the procedures set forth in 49 CFR Part 40, as amended. The employee's request for a split sample test must be made to the Medical Review Officer within 72 hours of notice of the original sample verified test result. Requests after 72 hours will only be accepted at the discretion of the MRO if the delay was due to documentable facts that were beyond the control of the employee. Cumberland County Community Transportation Program will ensure that the cost for the split specimen analysis is covered in order for a timely analysis of the sample, however Cumberland County Community Transportation Program will seek reimbursement for the split sample test from the employee.
- 6) If the analysis of the split specimen fails to confirm the presence of the drug(s) detected in the primary specimen, if the split specimen is not able to be analyzed, or if the results of the split specimen are not scientifically adequate, the MRO will declare the original test to be canceled.
- 7) The split specimen will be stored at the initial laboratory until the analysis of the primary specimen is completed. If the primary specimen is negative, the split will be discarded. If the primary specimen is positive, it will be retained in frozen storage for one year and the split specimen will also be retained for one year. If the primary is positive, the primary and the split will be retained for longer than one year for testing if so requested by the employee

through the Medical Review Officer, or by the employer, by the MRO, or by the relevant DOT agency.

8) Observed collections

- a. Consistent with 49 CFR Part 40, as amended, collection under direct observation (by a person of the same gender) with no advance notice will occur if:
 - The laboratory reports to the MRO that a specimen is invalid, and the MRO reports to Cumberland County Community Transportation Program that there was not an adequate medical explanation for the result;
 - ii. The MRO reports to Cumberland County Community Transportation Program that the original positive, adulterated, or substituted test result had to be cancelled because the test of the split specimen could not be performed;
 - iii. The laboratory reported to the MRO that the specimen was negative-dilute with a creatinine concentration greater than or equal to 2 mg/dL but less than or equal to 5 mg/dL, and the MRO reported the specimen as negative-dilute and that a second collection must take place under direct observation (see §40.197(b)(1)).
 - iv. The collector observes materials brought to the collection site or the employee's conduct clearly indicates an attempt to tamper with a specimen;
 - v. The temperature on the original specimen was out of range;
 - vi. Anytime the employee is directed to provide another specimen because the original specimen appeared to have been tampered with.
 - vii. All follow-up-tests; or
 - viii. All return-to-duty tests

J. ALCOHOL TESTING PROCEDURES

Tests for breath alcohol concentration will be conducted utilizing a National Highway Traffic Safety Administration (NHTSA)-approved Evidential Breath Testing device (EBT) operated by a trained Breath Alcohol Technician (BAT). A list of approved EBTs can be found on ODAPC's Web page for "Approved Evidential Breath Measurement Devices". Alcohol screening tests may be performed using a non-evidential testing device (alcohol screening device (ASD)) which is also approved by NHTSA. A list of approved ASDs can be found on ODAPC's Web page for "Approved Screening Devices to Measure Alcohol in Bodily Fluids". If the initial test indicates an alcohol concentration of 0.02 or greater, a second test will be performed to confirm the results of the initial test. The confirmatory test

must occur on an EBT. The confirmatory test will be conducted no sooner than fifteen minutes after the completion of the initial test. The confirmatory test will be performed using a NHTSA-approved EBT operated by a trained BAT. The EBT will identify each test by a unique sequential identification number. This number, time, and unit identifier will be provided on each EBT printout. The EBT printout, along with an approved alcohol testing form, will be used to document the test, the subsequent results, and to attribute the test to the correct employee. The test will be performed in a private, confidential manner as required by 49 CFR Part 40, as amended. The procedure will be followed as prescribed to protect the employee and to maintain the integrity of the alcohol testing procedures and validity of the test result.

- 2) A confirmed alcohol concentration of 0.04 or greater will be considered a positive alcohol test and in violation of this policy. The consequences of a positive alcohol test are described in Section Q. of this policy. Even though an employee who has a confirmed alcohol concentration of 0.02 to 0.039 is not considered positive, the employee shall still be removed from duty for at least eight hours or for the duration of the work day whichever is longer and will be subject to the consequences described in Section Q of this policy. An alcohol concentration of less than 0.02 will be considered a negative test.
- 3) Cumberland County Community Transportation Program affirms the need to protect individual dignity, privacy, and confidentiality throughout the testing process. If at any time the integrity of the testing procedures or the validity of the test results is compromised, the test will be canceled. Minor inconsistencies or procedural flaws that do not impact the test result will not result in a cancelled test.
- 4) The alcohol testing form (ATF) required by 49 CFR Part 40 as amended, shall be used for all FTA required testing. Failure of an employee to sign step 2 of the ATF will be considered a refusal to submit to testing.

K. PRE-EMPLOYMENT TESTING

- 1) All applicants for covered transit positions shall undergo urine drug testing prior to performance of a safety-sensitive function.
 - a. All offers of employment for covered positions shall be extended conditional upon the applicant passing a drug test. An applicant will not be allowed to perform safety-sensitive functions unless the applicant takes a drug test with verified negative results.

- b. An employee shall not be placed, transferred or promoted into a position covered under FTA authority or company authority until the employee takes a drug test with verified negative results.
- c. If an applicant fails a pre-employment drug test, the conditional offer of employment shall be rescinded and the applicant will be provided with a list of at least two (2) USDOT qualified Substance Abuse Professionals. Failure of a pre-employment drug test will disqualify an applicant for employment for a period of at least one year. Before being considered for future employment the applicant must provide the employer proof of having successfully completed a referral, evaluation and treatment plan as described in section 655.62 of subpart G. The cost for the assessment and any subsequent treatment will be the sole responsibility of the applicant.
- d. When an employee being placed, transferred, or promoted from a non-covered position to a position covered under FTA authority or company authority submits a drug test with a verified positive result, the employee shall be subject to disciplinary action in accordance with Section Q herein.
- e. If a pre-employment test is canceled, Cumberland County Community Transportation Program will require the applicant to take and pass another pre-employment drug test.
- f. In instances where a FTA covered employee does not perform a safety-sensitive function for a period of 90 consecutive days or more regardless of reason, and during that period is not in the random testing pool the employee will be required to take a pre-employment drug test under 49 CFR Part 655 and have negative test results prior to the conduct of safety-sensitive job functions.
- g. Following a negative dilute the employee will be required to undergo another test. Should this second test result in a negative dilute result, the test will be considered a negative and no additional testing will be required unless directed to do so by the MRO.
- h. Applicants are required (even if ultimately not hired) to provide Cumberland County Community Transportation Program with signed written releases requesting USDOT drug and alcohol records from all previous, USDOT-covered, employers that the applicant has worked for within the last two years. Failure to do so will result in the employment offer being rescinded. Cumberland County Community Transportation Program is required to ask all applicants (even if ultimately not hired) if they have tested positive or refused to test on

a pre-employment test for a USDOT covered employer within the last two years. If the applicant has tested positive or refused to test on a pre-employment test for a USDOT covered employer, the applicant must provide Cumberland County Community Transportation Program proof of having successfully completed a referral, evaluation and treatment plan as described in section 655.62 of subpart G.

L. REASONABLE SUSPICION TESTING

- 1) All Cumberland County Community Transportation Program FTA covered employees will be subject to a reasonable suspicion drug and/or alcohol test when the employer has reasonable suspicion to believe that the covered employee has used a prohibited drug and/or engaged in alcohol misuse. Reasonable suspicion shall mean that there is objective evidence, based upon specific, contemporaneous, articulable observations of the employee's appearance, behavior, speech or body odor that are consistent with possible drug use and/or alcohol misuse. Reasonable suspicion referrals must be made by one or more supervisors who are trained to detect the signs and symptoms of drug and alcohol use, and who reasonably concludes that an employee may be adversely affected or impaired in his/her work performance due to possible prohibited substance abuse or alcohol misuse. A reasonable suspicion alcohol test can only be conducted just before, during, or just after the performance of a safetysensitive job function. However, under Cumberland County Community Transportation Program' authority, a non-DOT reasonable suspicion alcohol test may be performed any time the covered employee is on duty. A reasonable suspicion drug test can be performed any time the covered employee is on duty.
- 2) Cumberland County Community Transportation Program shall be responsible for transporting the employee to the testing site. Supervisors should avoid placing themselves and/or others into a situation which might endanger the physical safety of those present. The employee shall be placed on administrative leave pending disciplinary action described in Section Q of this policy. An employee who refuses an instruction to submit to a drug/alcohol test shall not be permitted to finish his or her shift and shall immediately be placed on administrative leave pending disciplinary action as specified in Section Q of this policy.
- 3) A written record of the observations which led to a drug/alcohol test based on reasonable suspicion shall be prepared and signed by the supervisor making the observation. This written record shall be submitted to the Cumberland County Community Transportation Program

4) When there are no specific, contemporaneous, articulable objective facts that indicate current drug or alcohol use, but the employee (who is not already a participant in a treatment program) admits the abuse of alcohol or other substances to a supervisor in his/her chain of command, the employee shall be referred for assessment and treatment consistent with Section Q of this policy. Cumberland County Community Transportation Program shall place the employee on administrative leave in accordance with the provisions set forth under Section Q of this policy. Testing in this circumstance would be performed under the direct authority of the Cumberland County Community Transportation Program. Since the employee self-referred to management, testing under this circumstance would not be considered a violation of this policy or a positive test result under Federal authority. However, self-referral does not exempt the covered employee from testing under Federal authority as specified in Sections L through N of this policy or the associated consequences as specified in Section Q.

M. POST-ACCIDENT TESTING

- 1) <u>FATAL ACCIDENTS</u> A covered employee will be required to undergo urine and breath testing if they are involved in an accident with a transit vehicle, whether or not the vehicle is in revenue service at the time of the accident, that results in a fatality. This includes all surviving covered employees that are operating the vehicle at the time of the accident and any other whose performance could have contributed to the accident, as determined by the employer using the best information available at the time of the decision.
- 2) <u>NON-FATAL ACCIDENTS</u> A post-accident test of the employee operating the public transportation vehicle will be conducted if an accident occurs and at least one of the following conditions is met:
 - a. The accident results in injuries requiring immediate medical treatment away from the scene, and the covered employee may have contributed to the accident.
 - b. One or more vehicles incurs disabling damage as a result of the occurrence and must be transported away from the scene, and the covered employee may have contributed to the accident

In addition, any other covered employee whose performance could have contributed to the accident, as determined by the employer using the best information available at the time of the decision, will be tested.

As soon as practicable following an accident, as defined in this policy, the transit supervisor investigating the accident will notify the transit employee operating the transit vehicle and all other covered employees whose performance could have contributed to the accident of the need for the test. The supervisor will make the determination using the best information available at the time of the decision.

The appropriate transit supervisor shall ensure that an employee, required to be tested under this section, is tested as soon as practicable, but no longer than eight (8) hours of the accident for alcohol, and no longer than 32 hours for drugs. If an alcohol test is not performed within two hours of the accident, the Supervisor will document the reason(s) for the delay. If the alcohol test is not conducted within (8) eight hours, or the drug test within 32 hours, attempts to conduct the test must cease and the reasons for the failure to test documented.

Any covered employee involved in an accident must refrain from alcohol use for eight (8) hours following the accident, or until he/she undergoes a post-accident alcohol test.

An employee who is subject to post-accident testing who fails to remain readily available for such testing, including notifying a supervisor of his or her location if he or she leaves the scene of the accident prior to submission to such test, may be deemed to have refused to submit to testing.

Nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident, or to prohibit an employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care.

In the rare event that Cumberland County Community Transportation Program is unable to perform an FTA drug and alcohol test (i.e., employee is unconscious, employee is detained by law enforcement agency), Cumberland County Community Transportation Program may use drug and alcohol post-accident test results administered by local law enforcement officials in lieu of the FTA test. The local law enforcement officials must have independent authority for the test and the employer must obtain the results in conformance with local law.

N. RANDOM TESTING

- 1) All covered employees will be subjected to random, unannounced testing. The selection of employees shall be made by a scientifically valid method of randomly generating an employee identifier from the appropriate pool of safety-sensitive employees. Employees who may be covered under company authority will be selected from a pool of non-DOT-covered employees.
- 2) The dates for administering unannounced testing of randomly selected employees shall be spread reasonably throughout the calendar year, day of the week and hours of the day.
- 3) The number of employees randomly selected for drug/alcohol testing during the calendar year shall be not less than the percentage rates set each year by the FTA administrator. The current year testing rates can be viewed online at https://www.transportation.gov/odapc/random-testing-rates.
- 4) Each covered employee shall be in a pool from which the random selection is made. Each covered employee in the pool shall have an equal chance of selection each time the selections are made. Employees will remain in the pool and subject to selection, whether or not the employee has been previously tested. There is no discretion on the part of management in the selection.
- 5) Covered transit employees that fall under the Federal Transit Administration regulations will be included in one random pool maintained separately from the testing pool of non-safety-sensitive employees that are included solely under Cumberland County Community Transportation Program authority.
- 6) Random tests can be conducted at any time during an employee's shift for drug testing. Alcohol random tests can only be performed just before, during, or just after the performance of a safety sensitive duty. However, under Cumberland County Community Transportation Program' authority, a non-DOT random alcohol test may be performed any time the covered employee is on duty. Testing can occur during the beginning, middle, or end of an employee's shift.
- 7) Employees are required to proceed <u>immediately</u> to the collection site upon notification of their random selection.

O. RETURN-TO-DUTY TESTING

Cumberland County Community Transportation Program will terminate the employment of any employee that tests positive or refuses a test as specified in section Q of this policy. However, in the rare event an employee is reinstated with court order or other action beyond the control of the transit system, the employee must complete the return-to-duty process prior to the performance of safetysensitive functions. All covered employees who previously tested positive on a drug or alcohol test or refused a test, must test negative for drugs, alcohol (below 0.02 for alcohol), or both and be evaluated and released by the Substance Abuse Professional before returning to work. For an initial positive drug test a Return-to-Duty drug test is required and an alcohol test is allowed. For an initial positive alcohol test a Return-to-Duty alcohol test is required and a drug test is allowed. Following the initial assessment, the SAP will recommend a course of rehabilitation unique to the individual. The SAP will recommend the return-to-duty test only when the employee has successfully completed the treatment requirement and is known to be drug and alcohol-free and there are no undue concerns for public safety.

P. FOLLOW-UP TESTING

Covered employees that have returned to duty following a positive or refused test will be required to undergo frequent, unannounced drug and/or alcohol testing following their return-to-duty test. The follow-up testing will be performed for a period of one to five years with a minimum of six tests to be performed the first year. The frequency and duration of the follow-up tests (beyond the minimums) will be determined by the SAP reflecting the SAP's assessment of the employee's unique situation and recovery progress. Follow-up testing should be frequent enough to deter and/or detect a relapse. Follow-up testing is separate and in addition to the random, post-accident, reasonable suspicion and return-to-duty testing.

In the instance of a self-referral or a management referral, the employee will be subject to non-USDOT follow-up tests and follow-up testing plans modeled using the process described in 49 CFR Part 40. However, all non-USDOT follow-up tests and all paperwork associated with an employee's return-to-work agreement that was not precipitated by a positive test result (or refusal to test) does not constitute a violation of the Federal regulations will be conducted under company authority and will be performed using non-DOT testing forms.

Q. RESULT OF DRUG/ALCOHOL TEST

- Any covered employee that has a verified positive drug or alcohol test, or test refusal, will be removed from his/her safety-sensitive position, informed of educational and rehabilitation programs available, and will be provided with a list of at least two (2) USDOT qualified Substance Abuse Professionals (SAP) for assessment, and will be terminated.
- 2) Following a negative dilute the employee will be required to undergo another test. Should this second test result in a negative dilute result, the test will be considered a negative and no additional testing will be required unless directed to do so by the MRO.
- 3) Refusal to submit to a drug/alcohol test shall be considered equivalent to a positive test result <u>and a direct act of insubordination and shall result in termination and referral</u> to a list of USDOT qualified SAPs. A test refusal includes the following circumstances:
 - a. Fail to appear for any test (except a pre-employment test) within a reasonable time, as determined by the employer.
 - b. Fail to remain at the testing site until the testing process is complete. An employee who leaves the testing site before the testing process commences for a pre-employment test has not refused to test.
 - c. Fail to attempt to provide a breath or urine specimen. An employee who does not provide a urine or breath specimen because he or she has left the testing site before the testing process commenced for a pre-employment test has not refused to test.
 - d. In the case of a directly-observed or monitored urine drug collection, fail to permit monitoring or observation of your provision of a specimen.
 - e. Fail to provide a sufficient quantity of urine or breath without a valid medical explanation.
 - f. Fail or decline to take a second test as directed by the collector or the employer for drug testing.
 - g. Fail to undergo a medical evaluation as required by the MRO or the employer's Designated Employer Representative (DER).
 - h. Fail to cooperate with any part of the testing process.
 - i. Fail to follow an observer's instructions to raise and lower clothing and turn around during a directly-observed test.
 - j. Possess or wear a prosthetic or other device used to tamper with the collection process.
 - k. Admit to the adulteration or substitution of a specimen to the collector or MRO.
 - I. Refuse to sign the certification at Step 2 of the Alcohol Testing Form (ATF).

m. Fail to remain readily available following an accident.

As a covered employee, if the MRO reports that you have a verified adulterated or substituted test result, you have refused to take a drug test.

- 4) An alcohol test result of ≥0.02 to ≤ 0.039 BAC shall result in the removal of the employee from duty for eight hours <u>or the remainder or the work day whichever is longer.</u> The employee will not be allowed to return to safety-sensitive duty for his/her next shift until he/she submits to a NONDOT alcohol test with a result of less than 0.02 BAC.
- 5) <u>In the instance of a self-referral or a management referral, disciplinary action against the employee shall include:</u>
 - a. <u>Mandatory referral for an assessment by an employer approved counseling professional for assessment, formulation of a treatment plan, and execution of a return to work agreement;</u>
 - b. Failure to execute, or remain compliant with the return-to-work agreement shall result in termination from Cumberland County Community Transportation Program employment.
 - i. Compliance with the return-to-work agreement means that the employee has submitted to a drug/alcohol test immediately prior to returning to work; the result of that test is negative; the employee is cooperating with his/her recommended treatment program; and, the employee has agreed to periodic unannounced follow-up testing as described in Section P of this policy; however, all follow-up testing performed as part of a return-to-work agreement required under section Q of this policy is under the sole authority of Cumberland County Community Transportation Program and will be performed using non-DOT testing forms.
 - c. Refusal to submit to a periodic unannounced follow-up drug/alcohol test shall be considered a direct act of insubordination and shall result in termination. All tests conducted as part of the return to work agreement will be conducted under company authority and will be performed using non-DOT testing forms.
 - d. A self-referral or management referral to the employer's counseling professional that was not precipitated by a positive test result does not constitute a violation of the Federal regulations and will not be considered as a positive test result in relation to the progressive discipline defined in Section Q of this policy.
 - e. <u>Periodic unannounced follow-up drug/alcohol testing conducted as a result of a self-referral or management referral which results in a </u>

- verified positive shall be considered a positive test result in relation to the progressive discipline defined in Section Q of this policy.
- f. A Voluntary Referral does not shield an employee from disciplinary action or guarantee employment with Cumberland County Community Transportation Program.
- g. A Voluntary Referral does not shield an employee from the requirement to comply with drug and alcohol testing.
- 6) Failure of an employee to report within five days a criminal drug statute conviction for a violation occurring in the workplace shall result in termination.

R. GRIEVANCE AND APPEAL

The consequences specified by 49 CFR Part 40.149 (c) for a positive test or test refusal is not subject to arbitration.

S. PROPER APPLICATION OF THE POLICY

Cumberland County Community Transportation Program is dedicated to assuring fair and equitable application of this substance abuse policy. Therefore, supervisors/managers are required to use and apply all aspects of this policy in an unbiased and impartial manner. Any supervisor/manager who knowingly disregards the requirements of this policy, or who is found to deliberately misuse the policy in regard to subordinates, shall be subject to disciplinary action, up to and including termination.

T. INFORMATION DISCLOSURE

- Drug/alcohol testing records shall be maintained by the Cumberland County Community Transportation Program Drug and Alcohol Program Manager and, except as provided below or by law, the results of any drug/alcohol test shall not be disclosed without express written consent of the tested employee.
- 2) The employee, upon written request, is entitled to obtain copies of any records pertaining to their use of prohibited drugs or misuse of alcohol including any drug or alcohol testing records. Covered employees have the right to gain access to any pertinent records such as equipment calibration records, and records of laboratory certifications. Employees may not have access to SAP follow-up testing plans.

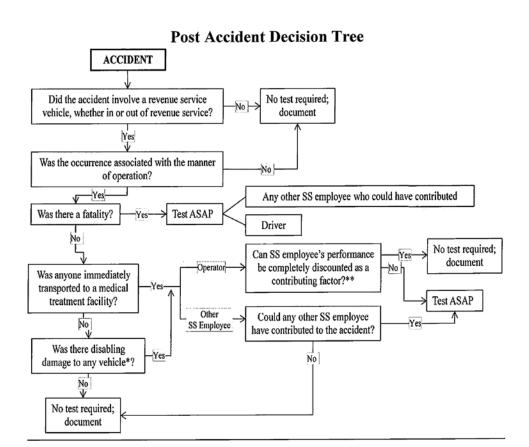
- 3) Records of a verified positive drug/alcohol test result shall be released to the Drug and Alcohol Program Manager, and other transit system management personnel on a need to know basis.
- 4) Records will be released to a subsequent employer only upon receipt of a written request from the employee.
- 5) Records of an employee's drug/alcohol tests shall be released to the adjudicator in a grievance, lawsuit, or other proceeding initiated by or on behalf of the tested individual arising from the results of the drug/alcohol test. The records will be released to the decision maker in the proceeding.
- 6) Records will be released to the National Transportation Safety Board during an accident investigation.
- 7) Information will be released in a criminal or civil action resulting from an employee's performance of safety-sensitive duties, in which a court of competent jurisdiction determines that the drug or alcohol test information is relevant to the case and issues an order to the employer to release the information. The employer will release the information to the decision maker in the proceeding with a binding stipulation that it will only be released to parties of the proceeding.
- 8) Records will be released to the DOT or any DOT agency with regulatory authority over the employer or any of its employees.
- 9) Records will be released if requested by a Federal, state or local safety agency with regulatory authority over Cumberland County Community Transportation Program or the employee.
- 10) If a party seeks a court order to release a specimen or **part** of a specimen contrary to any provision of Part 40 as amended, necessary legal steps to contest the issuance of the order will be taken
- 11)In cases of a contractor or sub-recipient of a state department of transportation, records will be released when requested by such agencies that must certify compliance with the regulation to the FTA.

This Policy was adopted by the [LOCAL GOVERNING BOARD] on [MONTH DD, YEAR].

[APPLICABLE SIGNATURES]

This operational policy was adopted by the Cumberland County Board of Commissioners.
Date alst
Month October
Year 2019
System Manager (Signature) System Manager (Signature)
Governing Board Chairman (Signature) frankte Council

Attachment A Post Accident Decision Tree



- * <u>Disabling Damage</u>: Damage that precludes departure of a motor vehicle from the scene of the accident in its usual manner in daylight after simple repairs.
 - (1) <u>Inclusion</u>: Damage to a motor vehicle, where the vehicle could have been driven, but would have been further damaged if so driven.
 - (2) Exclusions:
 - A. Damage that can be remedied temporarily at the scene of the accident without special tools or parts.
 - B. Tire replacement without other damage even if no spare tire is available.
 - C. Headlamp or tail light damage.
 - D. Damage to turn signals, horn, or windshield wiper, which makes the vehicle inoperable.
- ** Contributing Factor: The determination of whether or not a safety-sensitive employee's performance was a contributing factor should be the decision of the company official investigating the accident; not based on the police officer's accident fault determination. This decision should not be made hastily. The company official's determination must be based on the best available information at the time of the accident.

Attachment B Contacts

Any questions regarding this policy or any other aspect of the substance abuse policy should be directed to the following individual(s).

<u>Cumberland County Community Transportation Drug and Alcohol Program</u> Manager

Name: Ifetayo Farrakhan Title: Program Director

Address: 130 Gillespie St. Fayetteville, North Carolina 28301

Telephone Number: 910-678-7624

Medical Review Officer

Name: Dr. Stephen Kracht Title: Medical Review Officer

Address: 814 Ward Parkway Suite 275, Kansas City, MO 64114

Telephone Number: 888-382-2281

Substance Abuse Professional

Name: John D.A Vaugh, Ph. D

Address: 804 Stamper Road, Fayetteville, North Carolina 28303

Telephone Number: 910-323-2815

Substance Abuse Professional

Name: Carolina Outreach, LLC. – Amanda Shepherd, LCAS Address: 911 Hay Street, Fayetteville, North Carolina 28305

Telephone Number: 910-438-0939

HHS Certified Laboratory Primary Specimen

Name: Quest Diagnostic

Address: 10101 Renner Blvd, Lenexa, Kansas 66700

Telephone Number: 800-877-7484

HHS Certified Laboratory Split Specimen

Name: Quest Diagnostic

Address: 10101 Renner Blvd, Lenexa, Kansas 66700

Telephone Number: 800-877-7484

Attachment C Alcohol Fact Sheet

Alcohol is a socially acceptable drug that has been consumed throughout the world for centuries. It is considered a recreational beverage when consumed in moderation for enjoyment and relaxation during social gatherings. However, when consumed primarily for its physical and mood-altering effects, it is a substance of abuse. As a depressant, it slows down physical responses and progressively impairs mental functions.

	Signs and Symptoms of Use
	 □ Dulled mental processes □ Lack of coordination □ Odor of alcohol on breath □ Possible constricted pupils □ Sleepy or stuporous condition □ Slowed reaction rate □ Slurred speech
(Note:	Except for the odor, these are general signs and symptoms of any depressant substance.)
	Health Effects
	ronic consumption of alcohol (average of three servings per day of beer [12 ounces], whiskey [1], or wine [6 ounce glass]) over time may result in the following health hazards:
	 Decreased sexual functioning Dependency (up to 10 percent of all people who drink alcohol become physically and/or mentally dependent on alcohol and can be termed "alcoholic") Fatal liver diseases Increased cancers of the mouth, tongue, pharynx, esophagus, rectum, breast, and malignant melanoma Kidney disease Pancreatitis Spontaneous abortion and neonatal mortality Ulcers Birth defects (up to 54 percent of all birth defects are alcohol related).
	Social Issues
	 Two-thirds of all homicides are committed by people who drink prior to the crime. Two to three percent of the driving population is legally drunk at any one time. This rate is doubled at night and on weekends. Two-thirds of all Americans will be involved in an alcohol-related vehicle accident during their lifetimes

		The rate of separation and divorce in families with alcohol dependency problems is 7 times the average.
		Forty percent of family court cases are alcohol problem related.
		Alcoholics are 15 times more likely to commit suicide than are other segments of the population.
		More than 60 percent of burns, 40 percent of falls, 69 percent of boating accidents, and 76 percent of private aircraft accidents are alcohol related.
	Th	e Annual Toll
		24,000 people will die on the highway due to the legally impaired driver. 12,000 more will die on the highway due to the alcohol-affected driver. 15,800 will die in non-highway accidents. 30,000 will die due to alcohol-caused liver disease. 10,000 will die due to alcohol-induced brain disease or suicide. Up to another 125,000 will die due to alcohol-related conditions or accidents.
_		
	VV	orkplace Issues
		It takes one hour for the average person (150 pounds) to process one serving of an alcoholic beverage from the body.
		Impairment in coordination and judgment can be objectively measured with as little as two drinks in the body.
		A person who is legally intoxicated is 6 times more likely to have an accident than a sober person.

Attachment D

Minimum Thresholds

Maria a sa	INITIAL TEST CUTOFF LEVELS (ng/ml)
Marijuana metabolites	50
Cocaine metabolites	300
Opioids metabolites	2,000
Phencyclidine	25
Amphetamines	1,000
	CONFIRMATORY TEST
Marijuana matahalitas	CUT/OFF LEVELS (ng/ml)
Marijuana metabolites Cocaine metabolites	15 150
Opioids:	130
Morphine	2,000
Codeine	2,000
Phencyclidine	25
Amphetamines: Amphetamines	500
Methamphetamine	500
Mothamphotamine	300

MANAGEMENT REVIEWS

The Community Transportation Coordinator/Accountable Executive/Safety Officer will administer the Drug and Alcohol testing program. Drivers may be sent for testing at any time during the year for random drug and alcohol testing. All drivers will receive pre-employment and post-accident testing.

SAFETY AND SECURITY PLAN

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PREFACE

Community transportation systems operate in a wide variety of environments including rural, urban and resort areas. Community transit includes fixed route, shared ride, paratransit and specialized service for the general public, as well as high-risk passengers such as individuals with disabilities, the elderly and young children.

Safety has always been a priority for local community transportation providers, state Departments of Transportation and the Federal Transit Administration. As a result of 9/11, and the transit attacks in Spain, England and India, there are heightened concerns for transit security even in rural communities. The destruction wrought by Hurricanes Katrina, Rita and other acts of nature have renewed our national awareness for the role that public transportation can play as a first responder resource.

Every transit system - whether a large fixed-route bus system or a small rural provider — is being asked to designate safety, security and emergency preparedness as a top priority, and to prepare to manage critical incidents for the wide array of the hazards that transit faces.

Critical Incidents could include accidents, natural disasters, sabotage, civil unrest, hazardous materials spills, criminal activity, or acts of terrorism. Regardless of the cause, critical incidents require swift, decisive action to protect life and property. Critical incidents must be stabilized prior to the resumption of regular service or activities. Successful resolution of critical incidents typically requires cooperative efforts by a variety of responding agencies.

To establish the importance of safety, security and emergency preparedness in all aspects of our organization, Cumberland Community Transportation Program has developed this Safety, Security and Emergency Preparedness Plan (SECURITY PLAN). This SECURITY PLAN outlines the process used by Cumberland Community Transportation Program to make informed

decisions that are appropriate for our operations, passengers, employees and communities regarding the development and implementation of a comprehensive security and emergency preparedness program.

As a result of this program, Cumberland Community Transportation Program achieves not only an effective physical security program but enhances associations with the local public safety agencies in our service area. Improved communication increases their awareness of our resources and capabilities and improves our readiness to support their efforts to manage community-wide emergencies, including, accidents and incidents, acts of nature, hazardous materials, criminal activity and terrorism.

In order to be effective for Cumberland Community Transportation Program, the activities documented in this SECURITY PLAN focus on establishing responsibilities for safety, security and emergency preparedness, identifying our methodology for documenting and analyzing potential safety, security and emergency preparedness issues, and developing the management system through which we track and monitor our progress in addressing these issues.

The structure of this SECURITY PLAN focuses first on a description of the Cumberland Community Transportation Program's Mission and a comprehensive overview of the system, then on Preparation – identifying critical assets, threats and vulnerabilities to the transit system and the environment in which it operates, along with preparing our transit staff to manage incidents in concert with external emergency management organizations and first responders, followed by Prevention – strategies for reducing risk, including training on safety/security awareness, then on Response - staff responsibilities and emergency protocols, and finally, on Recovery - putting things back together. The Appendix of this SECURITY PLAN contains forms that we use to ensure documentation of our SECURITY PLAN activities.

MISSION DEFINITION

1.1 Introduction – Establishing the parameters of the plan

1.1a. - AUTHORITY

The authority for implementing the SECURITY PLAN resides with the Cumberland Community Transportation Program.

1.1b. - PURPOSE

This SECURITY PLAN defines our process for addressing safety, security and emergency preparedness as:

- **System Safety** The application of operating policies and procedures to reduce vulnerability to safety-related hazards.
- **System Security** The application of operating policies and procedures to reduce vulnerability to security threats.
- **Emergency Preparedness** The system of policies and procedures that assure rapid, controlled, and predictable responses to a wide variety of safety and/or security incidents.

The SECURITY PLAN supports Cumberland Community Transportation Program's efforts to address and resolve critical incidents on our property and within our community.

Critical Incidents – Critical Incidents could include accidents, natural disasters, sabotage, civil unrest, hazardous materials spills, criminal activity, or acts of terrorism. Regardless of the cause, critical incidents require swift, decisive action to protect life and property. Critical incidents must be stabilized prior to the resumption of regular service or activities. And successful resolution of critical incidents typically requires cooperative efforts by a variety of responding agencies.

The overall purpose of the Cumberland Community Transportation Program SECURITY PLAN is to optimize -- within the constraints of time, cost, and operational effectiveness -- the level of protection afforded to Cumberland Community Transportation Program's passengers, employees, volunteers and contractors, and any other individuals who come into contact with the system, both during normal operations and under emergency conditions.

This SECURITY PLAN demonstrates the Cumberland Community Transportation Program's commitment to do the following:

Prepare

- Identify assets essential to our mission

- Assess hazards and threats facing our agency and our community
- Train staff how to prevent, respond to and recover from prime risks
- Coordinate with other emergency response organizations

Prevent

- Take steps to eliminate threats where possible
- Institute policies and procedures that reduce the likelihood of incidents occurring
- Take steps that reduce the impact on system assets when incidents do occur

Respond

React quickly and decisively to critical incidents focusing on:

- Life Safety
- Property Protection
- Stabilization of Incident

Recover

- Resume service delivery based on availability of resources
- Repair and replace critical assets
- Assess incident response and make changes based on lessons learned.

1.1c. - GOALS

The SECURITY PLAN provides Cumberland Community Transportation Program with a safety, security and emergency preparedness capability that:

- Ensures that safety, security and emergency preparedness are addressed during all phases of system operation including hiring and training of personnel; procurement and maintenance of equipment; development of policies and procedures; delivery of service, and coordination with local emergency management and first responder agencies
- Creates a culture that supports employee safety and security through the appropriate use and operation of equipment and resources
- Promotes analysis tools and methodologies that identify changing threat conditions and bolster agency response capabilities
- Ensures that our agency achieves a level of security performance and emergency readiness that meets or exceeds the operating experience of similarly-sized agencies
- Identifies and pursues grant funding opportunities at the state and federal level to support safety, security, and emergency preparedness efforts
- Makes every effort to ensure that, if confronted with a safety or security event or major emergency, our personnel will respond effectively, using good judgment and building on best practices identified in policies and procedures and exercised through drills and training

1.1d. - OBJECTIVES

In this new environment, every threat cannot be identified and eliminated, but Cumberland Community Transportation Program takes steps to be more aware, to better protect passengers, employees, facilities and equipment, and stands ready to support community needs in response to a critical incident. To this end, our SECURITY PLAN has five objectives:

- 1. Achieve a level of security performance and emergency readiness that meets or exceeds the operating experience of similarly-sized agencies around the nation.
- 2. Partake in and strengthen community involvement and participation in the safety and security of our system.
- 3. Develop and implement a Threat and Vulnerability Assessment program and, based on the results of this program, establish a course of action for improving physical safety and security measures and emergency response capabilities.
- 4. Expand our training program for employees, volunteers and contractors to address safety and security awareness and emergency management concerns.
- 5. Enhance our coordination with partner agencies regarding safety, security and emergency preparedness issues.

1.1e. - DEFINITION

In this SECURITY PLAN, the terms "transit vehicle" or "bus" are used to describe all types of transit surface conveyances including sedans, mini-vans, vans, body-on-chassis, mini-buses and the wide range of full-size coaches.

1.2 ORGANIZATIONAL DESCRIPTION

The Cumberland County Community Transportation Program is a transportation system operating in Cumberland County, NC. The Community Transportation Program offers demand response and subscription transportation services through local contracted transportation providers. The Community Transportation Program also assists with transportation for the following agencies:

Employment Source (Service Source)

Medical and non-medical transportation is available to those that are 60+ or disabled. Medical transportation is provided at no cost to the client (as long as they do not qualify for Medicaid Transportation or ADA Transportation). Non-medical transportation is provided at a cost of \$2.50 per one-way trip (as long as they do not qualify for ADA Transportation). Trips are provided Monday thru Friday from 8:00am to 5:00pm. Accommodations for dialysis clients will be made to provide transportation outside of the normal service hours.

Employment transportation (EMPL) is available to citizens living in the urbanized area (as long as they do not live less than 1.5 mile from a Fayetteville Area System of Transit bus route). Trips are provided at a cost of \$2.50 per one-way trip. Trips are provided Monday thru Friday from 5:00am to 8:00pm.

Rural General Public (RGP) service is available to all citizens who reside in the rural areas of our county at a cost of \$2.50 per one-way trip. Trips are provided Monday thru Friday from 5:00am to 8:00pm.

All service is accessible to persons with disabilities.

The ridership of CTP is comprised of the elderly, disabled, low income, and rural residents of our county. All destinations are located within the County of Cumberland.

Days and Hours of Service

Transportation services provided by the Community Transportation Program will not operate on the following holidays:

Christmas Day New Year's Day

1.2 System Overview – Who We Are and What We Do

1.2b. - MISSION STATEMENT

MISSION STATEMENT

The mission of the Cumberland County Community Transportation Program is to provide safe, dependable, accessible, and affordable transportation to all residents of Cumberland County.

The Cumberland County Community Transportation Program will always strive to continue for tomorrow what is today: a key to independence.

1.2c. - ORGANIZATIONAL STRUCTURE

The Cumberland County Community Transportation Program provides public transportation options to its customers within the County of Cumberland, North Carolina. The final decisions and program documents are presented to the TAB which is a locally formed advisory group based on the guidelines and requirements of NCDOT/PTD. The Cumberland County Board of Commissioners and the TAB is obligated to ensure that the policies and plans it approves and administers do not intentionally or unintentionally discriminate against any person. The Cumberland County Board of Commissioners and the TAB/Governing Board are presented with the Plans to approve prior to each submission to NCDOT. The Plans/program documents include an acknowledgment page for Board approval. A copy of the official Board resolution or meeting minutes will also be provided as evidence that the Plan has been adopted.

Board or Committee Name	Appointed	Elected	# of Members
Transit Advisory Board	\boxtimes		16
County Board of Commissioners			7

1.2d. - SERVICE AREA

The Cumberland County Community Transportation Program serves all of Cumberland County including the municipalities within its borders. Presently, Cumberland County has a population close to 319,431 and encompasses approximately 661 square miles. Cumberland County is a rural county located near the center of North Carolina. The area is known as the "Sandhills." Fayetteville's growth was set back by a devastating fire in 1831. One of the principal factors that boosted the slow recovery of the area was the opening of Camp Bragg as an artillery and temporary training facility in 1918. The base was closed in 1921 and later reopened as a permanent army post and renamed Fort Bragg. Cumberland County has progressed from its beginnings as a riverfront distribution center to a highly commercialized area offering a variety of services to its citizens. The ridership of CTP is comprised of the elderly, disabled, low income, and rural general public residents of our county. All destinations are located within the County of Cumberland.

1.2e. - SERVICE DESIGN

- DEMAND RESPONSE
- PROVIDE 95% ON-TIME SERVICES
- PROMOTE THE CUMBERLAND COUNTY TRANSPORTATION PROGRAM SERVICES
 - ENHANCE QUALITY OF LIFE FOR CUMBERLAND COUNTY RESIDENTS

1.2f. - FUNDING SOURCES

Type of Service	Days of week	Times	Fare (if applicable)
5310 (Transportation for	Monday thru Friday	05:00 AM – 08:00 PM	\$2.50 PER TRIP
Elderly Persons and Persons	, , ,		
with Disabilities)			
EDTAP	Monday thru Friday	05:00 AM – 08:00 PM	NO FARE
EMPLOYMENT	Monday thru Friday	05:00 AM – 08:00 PM	\$2.50 PER TRIP
RGP	Monday thru Friday	05:00 AM – 08:00 PM	\$2.50 PER TRIP
AAA MEDICAL	Monday thru Friday	05:00 AM – 08:00 PM	NO FARE
AAA GENERAL	Monday thru Friday	05:00 AM – 08:00 PM	NO FARE

1.2g. - VEHICLES AND FACILITIES

The Cumberland Community Transportation Program provides demand response transportation services to all eligible Cumberland County residents. Our services are provided by direct purchase of service from a transportation provider. Vehicles can be inspected at the facilities listed below.

427 Gillespie Street (Famiks Transport, Inc.) Fayetteville, NC 28301

2500 Raeford Rd, Suite 200 (B & W Transporting, Inc.) Fayetteville, NC 28301

2. PREPARATION

2.1 Overview

While safety addresses the day-to-day issues of transporting passengers in the community safely and without accident, security deals with the entire transit system and the potential for threats against it. Security also includes Cumberland Community Transportation Program as part of the larger community and the response within the community to environmental hazards, criminal or terrorist acts, or natural disaster.

The Cumberland Community Transportation Program Threat and Vulnerability Assessment provides a framework by which to analyze the likelihood of hazards and threats damaging critical assets. Included in this assessment are:

- Historical analysis
- Physical surveys
- Expert evaluation
- Scenario analysis

The Threat and Vulnerability Assessment offers Cumberland Community Transportation Program the ability to identify critical assets and their vulnerabilities to threats, to develop and implement countermeasures, and to monitor and improve program effectiveness. This analysis is guided by clear investigation of three critical questions:

- 1. Which assets can we least afford to lose?
- 2. What is our responsibility to protect these assets?
- 3. Where do we assume total liability for risk and where do we transfer risk to others, such as local public responders, technical specialists, insurance companies, and the state and Federal government?

2.2 Hazard and Threat Assessment

2.2a. – CRITICAL ASSETS – IDENTIFYING THE IMPORTANT ELEMENTS OF OUR ORGANIZATION REQUIRING PROTECTION

Overview

In security terms, Cumberland Community Transportation Program's assets are broadly defined as:

- **People** Passengers, employees, visitors, contractors, vendors, community members, and others who come into contact with the system
- Information Employee and customer information, computer network configurations and passwords, ridership, revenue and service statistics, operating and maintenance procedures, vehicle identification systems
- **Property** Revenue vehicles, non-revenue vehicles, storage facilities, passenger facilities, maintenance facilities and equipment, administrative offices, computer systems and communications equipment

Assets are critical when their loss either endangers human life or impacts the Cumberland Community Transportation Program's ability to maintain service. In reviewing assets, the transportation system has prioritized which among them has the greatest consequences for the ability of the system to sustain service. These critical assets may require higher or special protection.

Asset Analysis

In identifying and analyzing critical assets for the entire system, under the full range of operational conditions, a simple process called "asset criticality valuation" has been performed by Cumberland Community Transportation Program. This process helped Cumberland Community Transportation Program management to prioritize the allocation of limited resources for protecting the most vital elements of its operation. In this asset analysis Cumberland Community Transportation Program considered the following:

- Criticality to mission
- Asset replacement cost
- Severity of impact on public health and safety
- Impact on other assets including intangibles such as public trust and employee morale

For those assets that are mission-critical, steps are taken for risk **avoidance** (i.e. stop the activity altogether), risk **retention** (e.g. accept the risk but take steps to reduce the likelihood or impact of an incident) and risk **transference** (e.g. have someone else, like an insurer, assume the risk).

2.2b. - THREAT AND VULNERABILITY ANALYSIS

A threat is any action with the potential to cause harm in the form of death, injury, destruction of property, interruption of operations, or denial of services. Cumberland Community Transportation Program threats include accidents and incidents, hazardous materials, fires, acts of nature, or any event that could be perpetrated by criminals, disgruntled employees, or terrorists.

Threat analysis defines the level or degree of the threats by evaluating the probability and impact of the threat. The process involves gathering historical data about threatening events and evaluating which information is relevant in assessing the threats against Cumberland Community Transportation Program. Some of the questions answered in our threat analysis include.

- How safe are vehicles and equipment?
- How secure is the transportation facility?
- What event(s) or act(s) of nature has a reasonable probability of occurring?
- Have similar-sized agencies been targets of criminal or terrorist acts in the past?
- How significant would the impacts be?

A vulnerability is anything that can make an agency more susceptible to a threat. This includes vulnerabilities in safety/security procedures and practices involving transit facilities, transit equipment and transit staff. Vulnerability analysis identifies specific weaknesses to threat that must be mitigated.

Threat and Vulnerability Identification

The primary method used by Cumberland Community Transportation Program to identify the threats to the transit system and the vulnerabilities of the system is the collection of historical data and incident reports submitted by drivers and supervisors and information provided by federal and state agencies and local law enforcement.

Information resources include but are not limited to the following:

- Operator incident reports
- Risk management reports
- Bus maintenance reports
- Marketing surveys
- Passengers' letters and telephone calls
- Management's written concerns
- Staff meeting notes
- Statistical reports
- Special requests
- Historical data
- Information from public safety officials

Cumberland Community Transportation Program reviews safety/security information resources and determines if additional methods should be used to identify system threats and vulnerabilities. This includes a formal evaluation program to ensure that safety/security procedures are maintained and that safety/security systems

are operable. Safety/security testing and inspections may be conducted to assess the vulnerability of the transit system. Testing and inspection includes the following three-phase approach:

- 1. Equipment preparedness
- 2. Employee proficiency
- 3. System effectiveness

Scenario Analysis

Scenario analysis is brainstorming by transportation personnel, emergency responders, and contractors to identify threats to the system and to assess vulnerability to those threats. By matching threats to critical assets, Cumberland Community Transportation Program identifies the capabilities required to counteract vulnerabilities. This activity promotes awareness and enables staff to more effectively recognize, prevent, and mitigate the consequences of threats.

For each scenario, the Cumberland Community Transportation Program has attempted to identify the potential impacts of probable threats using a standard risk analysis protocol in which threats are segmented by probability from low to high and severity of impact from modest to catastrophic.

Scenario-based analysis is not an exact science but rather an illustrative tool demonstrating potential consequences associated with low-probability to high-impact events. To determine the actual need for additional countermeasures, and to provide the rationale for allocating resources to these countermeasures, the Cumberland Community Transportation Program uses the scenario approach to pinpoint the vulnerable elements of the critical assets and make evaluations concerning the adequacy of current levels of protection.

At the conclusion of the scenario-based analysis, the Cumberland Community Transportation Program assembled a list of prioritized vulnerabilities for its top critical assets. These vulnerabilities are divided into the following categories:

- lack of planning;
- lack of coordination with local emergency responders;
- lack of training and exercising; and
- lack of physical security

Based on the results of the scenario analysis, the Cumberland Community Transportation Program identified countermeasures to reduce vulnerabilities.

2.2c. - IDENTIFIED POTENTIAL TRANSIT SYSTEM THREATS

Cumberland Community Transportation Program is committed to focusing on organizational emergency planning activities and preparing its transit staff to react to any potential threatening event. Cumberland Community

Transportation Program understands that threat reaction planning and preparation is a dynamic and ongoing process which requires constant attention and organizational energy. It is essential to identify each potential threat that a transit system could face, evaluate those threats in terms of their potential impact on transit system assets and to analyze transit system vulnerability to those threats. The Cumberland Community Transportation Program has done such a Threat and Vulnerability Assessment for the following potential threats:

ACCIDENTS AND INCIDENTS

Transit vehicle accidents

Can be defined as collisions with other vehicles, objects or persons with the potential for damage to people and/or property and the possibility of lawsuits and/or criminal charges.

Transit passenger incidents

Involve passenger falls, injuries relating to lift and securement operation, injuries before boarding or after alighting and passenger illnesses

Employee accidents and incidents

Include injuries within the office, on official travel, while maintaining the equipment, and on-premises, but not while operating a vehicle for public transport. Such accidents/incidents create the possibility for loss of workforce, lawsuits and worker's compensation claims.

ACTS OF NATURE

Floods

Are caused by heavy rain, storm surge, rapid snowmelt, ice jams, dam breaks or levee failures and can result in loss of life damage to facilities, danger to vehicles on roadways and loss of power and communications. Such events could require use of transit system assets for evacuation purposes.

Winter weather

Snow and ice storms can cause power failures, make roads dangerous or impassable, cause sidewalk hazards, and affect the ability to deliver transit service.

Tornado/hurricane

High winds have the potential to cause flying debris, down trees and/or power lines, make roadways impassable or dangerous, damage facilities or vehicles and threaten the safety of passengers and employees. Such events could require use of transit system assets for evacuation purposes.

Thunderstorms

May trigger flash flooding, be accompanied by strong winds, hail or lightening, can possibly cause power or communication system outages, damage facilities and equipment and make roads dangerous or impassable.

Wildfire

Whether natural or human-caused, are particularly dangerous in drought conditions, can reduce visibility, impair air quality, and have the potential to damage facilities, equipment and make roadways impassable. Such an event could require use of transit system assets for evacuation purposes.

Earthquake

Has the potential to cause extensive damage to buildings, water systems power systems, communications systems roads, bridges and other transportation infrastructure. Such events often overwhelm first responder resources. In coastal areas, tsunamis, or tidal waves, are a hazard following major earthquakes and underwater tectonic activity. A transit system's assets could be used for evacuation purposes after damage assessment.

Landslide/Avalanche

Has the potential to close roadways, damage vehicles and facilities and injure employees and passengers.

Dust storm

Usually arrives suddenly in the form of an advancing wall of dust and debris which may be miles long and several thousand feet high, and usually last only a few minutes. Blinding, choking dust can quickly reduce visibility, causing accidents. While dust storms may last only a few minutes, they tend to strike with little warning.

CRITICAL INFRASTRUCTURE

Power outages

Whether short or long in duration, can impact overall ability to operate transit services and limit functional nature of transit equipment and facilities.

Computer crashes/cyber attacks

Cause loss of critical data and negatively impact the ability to schedule and dispatch services.

Communication system failure

Can have serious effects on the ability to deliver service and keep employees out of harm's way.

Supply chain interruption

Transit service is dependent upon a continuous supply of fuel, lubricants, tires, spare parts, tools, etc. Interruption of material supplies due to weather conditions, roadway closures, acts of terrorism, acts of war, or loss of supplier facilities can limit your ability to maintain service

Vehicle fires

Cause transit employee and passenger injuries and death and damage or loss of transit equipment and have the potential for lawsuits.

Facility loss

Loss of administrative, maintenance, or operations facilities— whether caused by structural collapse, presence of toxic materials, violation of municipal codes, or significant events on neighboring properties—can hamper the ability to sustain service

Structural Fire

Whether natural or human-caused, can threaten employees and customers and damage facilities and equipment. Such an event could require use of transit vehicles for temporary shelter, or for evacuation purposes,

Staff shortage

Caused by labor disputes, poor human resource management, or regional employee shortages. Can have immediate impacts on ability to deliver service, and longer-term impacts on facility and equipment resources.

■ Employee malfeasance

Illegal and illicit behavior by agency employees, particularly when in uniform or on duty, can seriously damage intangible assets such as organizational image and employee morale.

HAZARDOUS MATERIALS.

Blood borne pathogens

Exposure can put drivers, passengers, maintenance employees and bus cleaners at risk of contracting disease.

Toxic material spills

Toxic materials fall into four basic categories: blister agents such as solvents; cardio-pulmonary agents such as chlorine gas; biological agents such as anthrax; and nerve agents such as Sarin. While some of these materials may be agents of terrorist acts, accidental release is also possible. Additionally, low-level exposure to maintenance related chemicals and vehicle fluids can pose a risk to employee and environmental health.

Radiological emergencies

Could include accidental release of radioactivity from power plants or from materials being transported through the service area by truck or train. Have the potential to cause danger to human life or the need for use of transit system assets for evacuation purposes.

Fuel related events

Include accidental release of natural gas and petroleum, rupture of pipelines, and fire and explosion involving alternative fuel use. Dangers include risk of human life, damage to facilities and vehicles, and events that may require use of transit system assets for evacuation purposes.

CRIMINAL ACTIVITY

Trespassing

Penetration of organizational security system can increase vulnerability to criminal mischief, theft, workplace violence, and terrorist attack

Vandalism/Criminal mischief

Includes graffiti, slashing, loitering, or other such events that damage buses, bus stops, shelters, transit facilities and/or organizational image.

Theft and burglary

Includes loss of assets due to break-in to facilities and into vehicles as well as employee theft, and can threaten information assets, property assets, and organizational image.

Workplace violence

Includes assaults by employees on employees, passengers on passengers, and passengers on employees including menacing, battery, sexual assault, and murder.

Commandeered vehicle

The taking of a transit vehicle to perpetrate a crime and the taking of hostages as a negotiating tool. Puts the lives of transit employees and passengers at risk.

TERRORISM

Dangerous mail

Chemical, biological, radiological and explosive devices delivered through the mail put the lives of transit employees and occupants of transit facilities at risk, and have the potential for damage of facilities and equipment.

Suicide bombers

Internationally, transit systems have been common terrorist targets. American transit systems are not immune. The major inherent vulnerabilities of transit are that transit systems by design are open and accessible, have predictable routines/schedules, and may have access to secure facilities and a wide variety of sites, all of which make transit an attractive target.

Improvised Explosive Devices (IED)

Activities could involve the use of conventional weapons and improvised explosive devices or bombs on transit vehicles, within transit facilities or within the environment of the transit service area, putting the lives of transit employees, passengers and community members at risk. Such events could require the use of transit vehicles in evacuation activities.

Weapons of mass destruction

Use of chemical, biological or radiological weapons could cause massive loss of life involving everyone in the community and lead to the destruction of transit vehicles and facilities, as well as require the use of transit vehicles for evacuation purposes.

2.3 Communicating about Risk: Transit Threat Alert System

The Federal Transit Administration has developed a transit *Threat Condition Model* that parallels that of the Department of Homeland Security. The FTA model progresses from green through red to indicate threat levels from low to severe. It also includes purple designating disaster recovery. This model, along with its recommended protective measures, has been adapted for use by Cumberland Community Transportation Program.

2.4 Emergency Planning

2.4a. – INTERNAL CONTACT INFORMATION

Cumberland Community Transportation Program maintains accurate and up-to-date internal contact information on key staff and board members required to respond to safety and security emergencies.

2.4b. – EXTERNAL CONTACT INFORMATION

Cumberland Community Transportation Program maintains accurate and up-to-date external contact information on key community emergency management personnel and first responders to be notified in the case of safety and security emergencies.

2.4c - EMERGENCY RESPONSE TEAM ROSTER

Cumberland Community Transportation Program maintains an accurate and up-to-date roster that includes contact information of the transit incident management team in advance of any incident. This team is based on the Incident Command System (ICS) discussed in Chapter 4 and includes representation from each area of the organization.

2.4d - PHONE TREES

Cumberland Community Transportation Program maintains an accurate and up-to-date call tree with staff names and phone numbers. The call tree enables everyone in the organization to be contacted quickly, with each staff member having to make no more than a couple of calls. Details on *use* of the call list are included in Chapter 4 –

Response. Quarterly exercises using the phone tree should be run so that all members of the team are familiar with its use and application.

2.4c. - DELEGATION OF AUTHORITY

Cumberland Community Transportation Program has a plan to ensure continuity of management throughout any emergency incident. The succession plan provides for automatic delegation of authority in cases where:

- The Emergency Response Coordinator (ERC) or other agency incident response personnel are no longer able to perform incident-related duties due to injury, illness or exhaustion/rest and recuperation.
- A member of the incident response team is temporarily unable to perform incident-related duties due to loss of radio or phone service.
- Regular members of the agency incident response team are unavailable due to travel (e.g., vacation, professional development, etc.)

The succession plan designates the next most senior leader required to manage temporary duties normally assigned to higher-level personnel.

2.5 Coordinating with Stakeholders

Cumberland Community Transportation Program is committed to proactively coordinate with local emergency management, law enforcement and other first responders in preparing for an integrated response to emergencies and security related events. Toward this end Cumberland Community Transportation Program meets on a regular basis with local emergency management staff, local law enforcement and other first responders, and reviews local and transit agency emergency plans to ensure that transit is integrated into these plans and is prepared to play its defined role in any emergency.

2.5a. - COORDINATION WITH EMERGENCY MANAGEMENT

Effective emergency response does not happen by accident. It is the result of planning, training, exercising, and intra/interagency cooperation, coordination and communication. Integration into the local community's emergency planning process is central to the success of the Cumberland Community Transportation Program SECURITY PLAN and to the preparedness of the system. Cumberland Community Transportation Program coordinates with local community emergency management to fulfill all SECURITY PLAN functions including threat mitigation, consequence management planning, exercising and training, and post-incident analysis.

In this SECURITY PLAN, Cumberland Community Transportation Program has defined its internal processes for identifying safety and security events, mitigating consequences and managing or assisting in incident response.

2.5b. - COORDINATION WITH FIRST RESPONDERS

Law Enforcement

Cumberland Community Transportation Program management regularly works with the local and state law enforcement to improve security and emergency/incident preparedness and response capabilities. These activities include:

- Maintaining regular communications with law enforcement
- Meeting at least once a year to ensure transit issues are understood by law enforcement
- Developing an emergency contact list for dispatchers
- Communicating regularly on optimal incident reporting methods that will offer law enforcement all the information they need
- Participating in cooperative emergency preparedness training programs
- Establishing appropriate methods of communication for continuous coordination during an emergency
- Establishing procedures for supplying the unique types of emergency service that may be required in particular emergency situations

Fire

Cumberland Community Transportation Program works with the local fire departments on a regular basis to support improved security and emergency/incident preparedness and response. This includes the following activities:

- Maintaining regular communications with fire services
- Establishing the level of service (e.g., equipment and personnel) to be delivered in response to various types of emergencies
- Specifying in advance the level of notification, command and control, and degree of responsibility that will apply on site
- Establishing appropriate methods of communication, and developing procedures for continuous coordination and transfer of command
- Providing training for fire department personnel to familiarize them with transit vehicles and equipment, including wheel chair lifts and access/egress procedures
- Conducting periodic drills in cooperation with the fire department
- Scheduling a meeting at least annually to ensure transit issues (e.g., evacuation of transit vehicles, considerations for persons with disabilities) are understood by fire officials
- Identifying any special tools and equipment the firefighters might need to address transit emergencies (particularly items that they would not normally possess) by inviting firefighters to visit the agency annually, and walking them through transit vehicles and facilities
- Reviewing current fire-related plans and policies
- Ensuring fire annunciation and evacuation procedures are part of the standard procedures and training for operators

Emergency Medical Services

Cumberland Community Transportation Program works with the local emergency medical services including hospitals on a regular basis to support improved medical response. Preparations include the following activities:

- Maintaining regular communications with EMS
- Scheduling a meeting on transit property or at the offices of EMS at least annually to ensure transit issues are understood by the organization
- Establishing appropriate EMS unit jurisdictions
- Establishing the level of service (equipment, personnel, etc.) to be delivered in response to various types and degrees of emergencies
- Establishing appropriate methods of communication for continuous coordination during a response
- Familiarizing EMS personnel with transit vehicles and facilities
- Conducting periodic drills in conjunction with EMS personnel

Training of First Responders on Transit Equipment

Cumberland Community Transportation Program holds annual training with local first responders to improve familiarity with transit fleet, facilities and operations. Key areas covered include:

- Vehicle and facility entry windows, doors and hatches
- · Hazardous materials
- Facility escape routes and safety zones
- Equipment shutdown
- Emergency dump valves
- Battery cut-off switches
- Appropriate zones to breach transit vehicles in event of an incident
- Communications compatibility

2.6 Exercises and Drills

In crisis management as in sports, the transit agency plays the way it practices. That is why Cumberland Community Transportation Program is committed to testing their emergency preparedness plans through disaster drills and exercises.

Cumberland Community Transportation Program is committed to participating in community emergency response exercises. This commitment requires the transportation system and community public response agencies to plan and conduct increasingly challenging exercises over a period of time. Implementation of such a

program allows the collective community to achieve and maintain competency in executing the transportation component of local emergency response plans.

There are five major types of exercises that comprise this program, each with a different purpose and requirement. Each step is progressively more sophisticated in nature and will be undertaken in a step-by-step and long-term implementation plan that is integrated into overall community response.

- 1. Basic awareness training to familiarize participants with roles, plans, procedures, and resolve questions of coordination and assignment of responsibilities
- 2. Operational training to familiarize front-line staff with roles, plans, procedures, and resolve questions of coordination and assignment of responsibilities.
- 3. Tabletop exercises that simulate emergency situations in an informal, low stress environment. It is designed to elicit discussion as participants examine and resolve problems based on existing crisis management plans and practical working experience.
- 4. Drills that test, develop or maintain skills in a single response procedure (e.g., communications, notification, lockdown, evacuation procedures, etc.). Drills can be handled within the organization, or coordinated with partner agencies, depending upon the drill objective(s). Drills help prepare players for more complex exercises in which several functions are simultaneously coordinated and tested.
- 5. Functional exercises are full-scale simulated incidents that tests one or more functions in a time-pressured realistic situation that focuses on policies, procedures, roles and responsibilities. It includes the mobilization of emergency personnel and the resources appropriate to the scale of the mock incident. Functional exercises measure the operational capability of emergency response management systems in an interactive manner resembling a real emergency as closely as possible.

3. PREVENTION

3.1 Overview

Cumberland Community Transportation Program follows the guidelines provided by the Federal Transit Administration's (FTA) description of Core Elements addressing *Model Bus Safety Programs* in our internal focus on safety and the FTA's *Public Transportation System Security and Emergency Preparedness Planning Guide* in our internal focus on security.

3.2 Risk Reduction

The Cumberland Community Transportation Program reviews current methods of threat and vulnerability resolution and establish procedures to 1) eliminate; 2) mitigate; 3) transfer, and/or 4) accept specific risks. Prioritization of safety/security remediation measures are based on risk analysis and a course of action acceptable by Cumberland Community Transportation Program management.

Risk reduction/elimination implies changes to equipment, facilities, training or operational implementation in order to no longer be exposed to the hazard (e.g. moving maintenance facility out of the floodplain). **Risk control/mitigation** implies changes in policies or procedures that reduce the likelihood of an event, or reduce its impact on critical assets (e.g. defensive driver training). **Risk transference** implies that the risk exposure is borne by someone else (e.g. hazard and liability insurance).

3.2a. - STRATEGIES TO MINIMIZE RISK

Protocol that Cumberland Community Transportation Program employs to reduce vulnerability to unknown hazards and threats includes:

- Involving staff in the identification of hazards and threats
- Involving staff in creating strategies that prevent or mitigate unwanted incidents
- Providing training that raises staff awareness, across all departments, about agency-specific hazards and threats
- Using tabletop exercises to establish, assess and improve emergency response protocols
- Conducting Drills that raise staff proficiency in reacting to unwanted incidents, including proper use of emergency equipment and communication technologies
- Participating in exercises that improve coordination across departments and between responding agencies for any sort of critical incident

3.2b. - EMERGENCY OPERATIONS POLICIES

Checking Weather and Other Hazardous Conditions

Cumberland Community Transportation Program has in place Operations Policies that address responding to emergencies. Particular attention is given to the following issues:

At Cumberland Community Transportation Program, management is responsible for checking weather and other reports to ensure it is safe to send vehicles on the road. This designated individual checks this information before each shift and at appropriate intervals, especially if severe weather is expected. Drivers performing their routes continuously assess road conditions, evaluating weather, construction, accidents, and other situations to ensure it is safe to proceed. Every effort is made to avoid sending drivers on routes if it is unsafe to do so. However, if a condition arises requiring a driver to abort a route, the dispatcher will contact the driver (or the driver will alert the dispatcher), and the dispatcher will provide instructions on how to proceed.

Cumberland Community Transportation Program uses information provided from our Emergency Management Team which comes from the National Weather Service warnings, forecasts, and advisories available at www.weather.gov, and weather radios monitored at the Emergency Management Department. They provide our managers and dispatch site with real-time information on the following conditions:

- Hazardous weather outlooks
- Special weather statements
- Winter storm watches
- Winter storm warnings
- Snow and blowing snow advisories
- Winter weather advisories
- Heavy freezing spray warnings
- Dense fog warnings
- Fire weather forecasts

- High wind warnings
- High wind watches
- Wind advisories
- Gale warnings
- Tornado watches and warnings
- Hurricanes
- Flood warnings
- Flood statements
- Coastal flood statements

Cumberland Community Transportation Program also maintains a dispatcher log, a narrative description of what occurs during each shift. This enables the other dispatcher with what needs to be tracked, problem areas of concern, or what is going right and wrong.

Aborting or Changing Route Due to a Hazard

To the extent possible, Cumberland Community Transportation Program avoids sending vehicles out in conditions that might pose a hazard. It is the responsibility of the management to check weather and other relevant conditions at the beginning of a shift, and on an ongoing basis, to safeguard the wellbeing of passengers, employees, and others. If a hazard is encountered that causes it to be unsafe to continue on a route, agency policy is as follows:

- If the hazard is noted by the driver, he/she must call the dispatcher, describe the situation, and await further instruction.
- If the hazard is noted by staff other than the driver (e.g., the dispatcher becomes aware that a tornado is approaching), the dispatcher will contact the driver and provide direction.

Direction may be as follows:

- To abort the route, and drive the passengers to the nearest emergency drop point (see policy on emergency drop points)
- To abort the route and return to the agency (particularly if there are no passengers on the vehicle)
- To drop off some or all passengers at the next stops and to then abort the route, following the instructions
 of the dispatcher (returning to the agency or using an emergency drop point)

With most hazards or emergencies, it is the primary policy of Cumberland Community Transportation Program that the driver, first, communicates with the dispatcher, describes the situation, and awaits instruction. The exception to this is in the case of an immediate life threatening situation when the driver acts first, then communicates. Policies are in place for a range of situations.

3.2c. – TRANSIT FACILITY SAFETY AND SECURITY REVIEW

Cumberland Community Transportation Program assesses on an ongoing basis the system's physical and procedural security systems and exposures. Findings from past and current threat and vulnerability assessments are of particular significance.

The conditions affecting facility security change constantly. Employees come and go, a facility's contents and layout may change, various threats wax and wane, and operations may vary. Even such mundane changes as significant growth of bushes or trees around a facility's exterior may affect security by shielding the view of potential intruders. Cumberland Community Transportation Program reviews our security measures periodically, as well as whenever facilities or other conditions change significantly. Cumberland Community Transportation Program also does the following:

- updates risk assessments and site surveys;
- reviews the level of employee and contractor compliance with security procedures;
- · considers whether those procedures need modification; and
- Establishes ongoing testing and maintenance of security systems including access control, intrusion detection and video surveillance.

Special attention is given by Cumberland Community Transportation Program to:

- · developing and refining security plans
- encouraging personnel to maintain heightened awareness of suspicious activity
- providing special attention to perimeter security and access control
- maintaining a proactive effort of facility visitor access and control
- verifying the identify of service and delivery personnel
- heightening security measures involving buses and other vehicles
- securing access to utilities, boiler rooms and other facility maintenance operations
- examining and enhancing physical security measures related to outside access to HVAC (heating, ventilation and air conditioning) systems and utility controls (electrical, gas, water, phone)
- securing chemical and cleaning product storage areas and maintaining appropriate records of such items
- conducting status checks of emergency communication mechanisms
- implementing information security programs including web site access to sensitive information
- identifying high risk facilities, organizations and potential targets in the community surrounding the transit facility
- using ID badges for all employees for security purposes
- considering using cameras to monitor facilities and/or transit vehicles
- ensuring adequate lighting for the facility grounds
- considering placing fencing or similar barrier around perimeter of facility and storage areas
- developing, reviewing, refining and testing crisis preparedness procedures

Bus Stop Locations

Cumberland Community Transportation Program provides door to door transportation services. Bust stop locations are the sole responsibility of the FAST system which operates within the city limits.

3.2d. - OSHA REQUIREMENTS

Cumberland Community Transportation Program periodically inspects its facilities and staff working conditions in order to ensure that the agency is compliant with all applicable OSHA requirements.

3.2e. – ALTERNATE BUSINESS LOCATIONS

Cumberland Community Transportation Program has established plans for alternate facilities, equipment, personnel, and other resources necessary to maintaining service during crisis, or to resume service as quickly as possible following disaster.

Emergency Relocation Site Information				
Address	lress 300 Maiden Lane, Fayetteville, NC 28301			
Phone Number	mber 910-483-7727			
Relocation Site Official	Cotina Jones (Interim Director)			
Directions	Start out going north on Gillespie Street toward Otis F. Jones			
	Pkwy. Enter next roundabout and take 2 nd exit onto Green Street. Turn			
	left onto Maiden Lane. 300 Maiden Lane is on the right.			
Secondary Location	103 Laketree Blvd, Spring Lake, NC 28390			
910-321-6435 Site Official: Cotina Jones (Interim Director)				
	Directions: To go 103 Laketree Blvd in Spring Lake, go north on Gillespie Street toward Otis F. Jones Pkwy. Enter next roundabout and take 2 nd exit onto Green Street. Turn left onto NC-24/ NC-210/ Rowan Street. Turn slight right onto ramp. Stay straight to go onto NC-24/ NC-87/ N Bragg Blvd. Turn left onto Laketree Blvd. 103 Laketree Blvd is on the left.			

Emergency Drop Points

Emergency drop points are pre-designated safe locations that are used by drivers to drop off passengers whenever instructed to do so by the dispatcher or the designated backup. In the event of an emergency, the dispatcher ensures that the driver has been contacted and given instructions as to where to drop off passengers, and the estimated time to drop off.

Decisions on selection of drop points are based on the following:

- All points must be manned
- · Geographic distribution
- Physical safety of drop points
- Prioritization of passenger needs based on critical factors (i.e., medical needs of persons in the area, environmental conditions, etc.)
- Availability of on-site personnel to address passenger needs

Pre-existing agreements are in place for all drop points and the list of drop points is maintained by Cumberland Community Transportation Program and reviewed on a quarterly basis.

3.2f. – COMPUTER SECURITY

Computer backups of key financial, personnel, dispatching, and other information are performed regularly. These backups are stored in a fireproof and secured location. Computer backups and duplicate hard copies of important documents are kept off-site in a secured location with a rotation schedule that is updated daily so that at no time are all copies on property at the same time.

3.2g. - VEHICLE INSPECTION

Driver's Vehicle Checklist

Cumberland Community Transportation Program drivers complete a vehicle pre-trip inspection checklist when putting a vehicle into service. This pre-trips inspection includes:

- Inspection of the vehicle's required safety equipment
- Inspection of the interior of the vehicle to detect unauthorized objects or tampering
- Inspection of the interior lights to make sure they are operational and have not been tampered with
- Inspection under the vehicle to detect items taped or attached to the frame
- Inspection of the exterior of the vehicle for unusual scratches or marks made by tools; signs of tampering; unusually clean or dirty compartments; or items attached using magnets or duct tape
- Following established policy governing suspicious packages, devices, or substances to determine if an unattended item or an unknown substance found during inspection is potentially dangerous
- Immediately notifying a supervisor in the case of a potentially suspicious packages(s) or evidence of tampering. Do not start or move the vehicle or use electronic means of communication.

Periodically throughout the driver's shift, the above inspections are conducted.

Mechanic's Vehicle Checklist

Cumberland Community Transportation Program mechanics or contracted mechanics make the following security checks before releasing a vehicle for revenue service:

- Ensures that required safety equipment is on vehicle
- Inspects the interior of the vehicle for unknown objects or tampering
- Inspects the interior lights to make sure they are operational and have not been tampered with
- Inspects under the vehicle for items taped or attached to the frame
- Inspects the exterior of the vehicle for unusual scratches or marks made by tools; signs of tampering; unusually clean or dirty compartments; or items attached using magnets or duct tape
- Inspects the gas cap for signs of tampering or unusual items
- Inspects the engine compartment and other areas to detect foreign objects or false compartments in the air filter area or the cold oil filter. Also look for additional wires running to or from the battery compartment, and take note of unusually clean components and devices
- Inspects the fuel and air tanks to detect inconsistent and missing connections

Note: If the mechanic finds an unattended item or an unknown substance while conducting the inspection, the policy on suspicious packages, devices, or substances to determine whether the package is potentially dangerous is followed, and a supervisor is immediately notified.

3.2h. - VEHICLE MAINTENANCE

Cumberland Community Transportation Program provides proper maintenance of vehicles and equipment critical to the continued safe operation of the transit system. Unsafe vehicles present unnecessary hazards to the driver, passengers and other vehicles on the road. Basic vehicle maintenance practices regularly address safety-related vehicle equipment to ensure that no unsafe vehicles are dispatched for service. Safety-related vehicle equipment includes:

- Service brakes and parking brake
- Tires, wheels, and rims
- Steering mechanism
- Vehicle suspension
- Mirrors and other rear vision devices (e.g., video monitors)
- Lighting and reflectors or reflective markings
- · Wheelchair lifts

Most safety-related equipment is inspected during a pre-trip inspection to ensure that the vehicle is fit for service. Cumberland Community Transportation Program has an established formal plan to address the maintenance requirements of our vehicles and equipment. The vehicle maintenance program addresses the following categories:

Daily servicing needs – This relates to fueling, checking and maintaining proper fluid levels (oil, water, etc.),
 vehicle cleanliness, pre- and post-trip inspections and maintenance of operational records and procedures.

- Periodic inspection These activities are scheduled to provide maintenance personnel an opportunity to
 detect and repair damage or wear conditions before major repairs are necessary. Inspection items include
 suspension elements, leaks, belts, electrical connections, tire wear, and any noticeable problems.
- Interval related maintenance This focus is to identify wear, alignment, or deterioration problems of parts
 or fluids. Replacement intervals of these items are determined through transit agency experience and
 manufacturer recommendations.
- Failure maintenance Regardless of the preventative maintenance activities, in-service failures will occur. When a failure is encountered that makes the vehicle unsafe or unable to continue operation, the vehicle is usually removed from service and returned to the garage for repair.

When possible, Cumberland Community Transportation Program vehicles are stored in a secured and well-lighted location.

3.2i. – VEHICLE READINESS

It is the policy of Cumberland Community Transportation Program to maintain fully stocked first aid kits, biohazard cleanup packs, fire suppression equipment, vehicle emergency equipment, and emergency instructions in all vehicles. Battery operated equipment batteries will be replaced semi-annually. The assigned driver inspects the vehicle daily for the following emergency supplies and documents the results on the pre-trip inspection sheet. In addition, when a mechanic places a vehicle back in service, he/she ensures the required safety equipment is on the vehicle. The required safety equipment includes:

First Aid Kit Bio-hazard Kit
Fire Extinguisher Reflective Triangles

Seat Belt Cutter Flashlight

3.2j. – OPERATOR SELECTION

Operator selection is critical to Cumberland Community Transportation Program safe transit operations. The driver of a Cumberland Community Transportation Program transit bus is directly responsible for the safety of his or her passengers and other drivers that share the road with the transit vehicle. The driver selection criterion addresses specific, safety-related items.

- Licensing The driver is properly licensed and the license is appropriate for the type of vehicle the driver
 is assigned. Licensing also considers local jurisdiction requirements.
- **Driving record** The driver has an acceptable past driving record over a reasonable period of time. The driving record demonstrates an ability to follow traffic rules and regulations and thus avoid accidents.

- Physical requirements The driver is physically able to perform the functions associated with the assignment. These factors include good eyesight with true color perception, good hearing, physical strength and dexterity to assist disabled passengers (especially in demand responsive/para-transit assignments), or other factors that may be unique to the service area and/or specific driving assignments.
- **Background checks** Cumberland Community Transportation Program does background checks on all employees to protect against hiring personnel with a history of aberrant behavior.

DRIVER/EMPLOYEE SELECTION

Driver/Employee Selection Element:

Fair hiring practices are used to select employees. Each potential employee will complete a written application. The Contracted Owner and/or supervisor shall interview each potential employee.

Note: The following positions have been identified as safety sensitive:

Driver

INITIAL HIRE PROCEDURES AND MINIMUM QUALIFICATIONS FOR DRIVERS

Background

In an effort to ensure that the most competent and safe drivers are employed by the Cumberland County Community Transportation Program the following eligibility requirements must be met by each prospective/current employee seeking/holding a position as a driver of a transit vehicle.

QUALIFICATIONS

Advertising of Positions

All driver positions must be advertised.

Application

Each potential employee shall complete a written application.

Interviews

The owner of the contracted transportation company shall interview each potential employee.

Age

Drivers shall be at least twenty-one (21) years of age.

Knowledge of English

Drivers shall be able to read, write and speak the English language.

Driver Requirements

Drivers transporting people shall hold a valid NC Driver's License or Commercial Driver's License as appropriate. In order to be considered for employment all potential employees must provide a printout of the Bureau of Motor Vehicle (DMV) report issued within the past ten (10) days.

In no case will an individual be given a road test, placed in training or allowed to operate an agency vehicle without a DMV check that is in compliance with this policy and has been approved by the Transportation Coordinator/Accountable Executive.

The criteria include:

- Good driving record with no Driving While Intoxicated (DWI), Driving Under the Influence (DUI) or similar charges, reckless driving, railroad crossing violations or leaving the scene of an accident offenses.
- No positive drug or alcohol test results within the last two years.
- No moving violations or at-fault accidents within the last three years.
- No suspended or revoked licenses within the past five (5) years for moving violations or violations of criminal laws.
- Any combination of violations, unfavorable road observations or accidents that indicates a pattern of unsafe vehicle operation behavior, whether on or off the job.
- Minimum of three (3) years driving experience.
- Ability to perform simple math.
- Reasonable knowledge of the service area and ability to read basic maps.
- A road test given by the owner of the contracted transportation company is required.

Operating Skills

Drivers shall have experience in safely driving some type of motor vehicle (including private automobile) for no less than three (3) years, including experience throughout the four seasons.

Criminal Record Checks

An original criminal record check, issued within the past 10 days, shall be obtained as part of the application process. Persons with felony convictions of any sort are unacceptable. Other unacceptable convictions include crimes of violence, drug usage or sales, physical abuse, fraud or theft. A pattern of unlawful behavior shall also disqualify an applicant.

PROCEDURES FOR SELECTING A SAFE DRIVER

When hiring vehicle operators, be sure to have the driver candidates undergo the following:

- A pre-employment driving test (Ride Check)
- A pre-employment physical exam
- A background investigation
- Submission of driving record
- Pre-employment drug testing
- Basic training in driver skills
- Defensive driving skills training
- ADA Requirement Training
- Blood borne Pathogens Training
- Emergency Procedure Training
- Illegal Drug Use

3.2k. - DRUG AND ALCOHOL POLICIES

A critical element of Cumberland Community Transportation Program's commitment to safe operations is ensuring that our employees are not impaired due to the use of alcohol, illegal drugs, prescription drugs or overthe-counter medication.

Cumberland Community Transportation Program follows the requirements set forth under 49 CFR Part 655 and 49 CFR Part 40 Amended as mandated by the FTA. The bottom line is protection of the riding public and transit employees, and all efforts are geared toward this end. The Cumberland Community Transportation Program drug and alcohol program includes specific policies, procedures and responsibilities, or references the appropriate master document containing that information.

3.3 Training and Development

3.3a. – VEHICLE OPERATOR/DRIVER TRAINING

Driver Training

Once qualified candidates are identified and hired, Cumberland Community Transportation Program provides initial and ongoing refresher training critical to ensure proper operations and adherence to the transit providers' rules and regulations. Cumberland Community Transportation Program understands that proper qualification of operating and maintenance personnel is a vital part of a safe transit environment. Driver training addresses specific safety-related issues appropriate to the type of vehicle and driving assignment. Special consideration is also given to crisis management concerns such as fire and evacuation.

- **Traffic Regulations** Training addresses state and local traffic rules and regulations, traffic signs and signals, and proper vehicle operations (including proper use of hand signals).
- **Defensive Driving and Accident Prevention** Training stresses defensive driving principles, collision prevention, and concepts of preventable accidents as a measure of defensive driving success.

Cumberland Community Transportation Program drivers are taught to always drive defensively. This means driving to avoid and prevent accidents. It means driving with the vehicle under control at all times, within the applicable speed limits, or less if driving conditions so indicate, and anticipating possible unsafe actions of other drivers. Special attention is given in the Cumberland Community Transportation Program safety plan to hazardous conditions. These hazardous conditions include but are not limited to:

Winter driving Fog

Rainstorms/thunderstorms Flash flooding

Tornadoes Skids

Intersections Following distance

Backing Passing

Lane changes and turns Pedestrians, bicycles and motorcycles

Railroad crossings Rollovers

Expressways Traffic congestion

- Vehicle Orientation and Inspection Training focuses on the type of vehicle that will be used in service.
 Significant differences can exist among different bus models and among different manufacturers, and equipment may have characteristics that are unique to the service environment.
- Behind-the-wheel Training Training includes all core driving maneuvers for the type of vehicle in service, including the difficulties in backing maneuvers that can lead to accidents, stopping distance requirements, and equipment-specific functions such as door opening and closing procedures for passenger boarding and alighting.

- Passenger Sensitivity and Assistance Training Training covers topics ranging from general customer service techniques to elderly and disabled sensitivity to technical skills in lift and securement. The following subjects are included in the training:
 - Understanding passenger needs
 - Understanding disabilities
 - Americans with Disabilities Act (ADA)
 - Communicating with passengers
 - Sensitivity to passenger needs
 - Mobility devices
 - Lifting and body mechanics
 - Providing assistance to passengers
 - · Wheelchair management/wheelchair management
 - Lift and ramp operations
 - · Emergency procedures

Radio Usage

To ensure the safety of our drivers and passengers and to enhance the performance of our operations, all Cumberland Community Transportation Program employees are familiar with two-way radio operations. Basic procedures are as follows:

- Staff using the two-way radio will follow the standard use practices of the FCC. Profanity, abusive language, or other inappropriate transmissions are not allowed, and could result in disciplinary action.
- All transmissions will be as brief as possible.
- All base stations and vehicle units shall be tuned to the appropriate assigned frequency at all times.
- Staff will initiate communications by first stating who they are calling, and then who is making the call. At the completion of the transmission both parties will indicate that the transmission is completed by stating their call sign and "clear".
- Except in the event of an emergency, all staff will listen for five seconds before transmitting to ensure there are no transmissions in progress. Other units' transmissions will not be interrupted unless it is an emergency.
- When an emergency is declared, all non-emergency transmissions will cease until a supervisor clears the emergency.
- In the event of an emergency, establish communications on the primary frequency and immediately shift to the secondary frequency. State the nature of the emergency and what assistance is required. To ensure appropriate help arrives promptly, staff will transmit the following items as soon as possible:
 - Who they are and their location, in detail,
 - What assistance they need,
 - How many passengers they have and the nature of their condition(s),
 - Staff not involved with the emergency will stay off the radio; communications will be between Dispatch and the unit requesting assistance.

 After initial contact, emergency communications may also take place between a supervisor and the unit, or between Dispatch and a supervisor.

Crisis Management Training – Training covers emergencies the driver may face while out on the bus. Topics of this training range from breakdowns to accidents to fire/evacuation to handling violent perpetrators. The following subjects are included in the training:

- Accidents
- III and injured passengers
- Lift operations
- Fire safety
- Vehicle evacuation
- Blood borne pathogens (bodily fluid spill containment and clean up)
- Handling conflict
- Basic crisis management steps
- Transit security
- Securing the vehicle

First Aid

Cumberland Community Transportation Program provides basic First Aid training to drivers, including triage procedures, focusing on:

- Clearing air passages
- Controlling bleeding
- Blood borne pathogen protection
- Handling shock victims
- Reacting to seizures

3.3b. – TRAINING OF OTHER PERSONNEL

At a minimum, Cumberland Community Transportation Program includes the as part of the training curriculum for agency personnel not directly involved in revenue service:

Maintenance

- Mechanic Skill Development
- Defensive Driving
- CPR/First Aid/Triage
- Incident response protocols

Scheduling and Dispatching

Scheduling and Dispatching Skill development

- Customer Relations
- Radio Usage
- Crisis Management
- Incident response protocols

Management and Supervision

- Leadership Skills
- Coaching, Counseling and Discipline
- Crisis Management
- Accident Investigation
- Crime scene Preservation and evidence collection requirements

3.3c. - TRAINING DOCUMENTATION

The Cumberland Community Transportation Program maintains complete and accurate records of all driver training and certification, as well as the training materials and grading mechanism. Drivers are required to demonstrate skill and performance competency in the type of vehicle to which they are assigned as a part of training requirements. Because training transit operations personnel is not a onetime activity Cumberland Community Transportation Program provides ongoing/recurring training necessary to reinforce policies and procedures as well as to provide a mechanism to brief drivers on new policies, procedures and/or regulations.

3.4 Security Awareness

3.4a. – TRANSIT WATCH

The Cumberland Community Transportation Program supports Transit Watch and prepares all its employees to help promote safety and security within the community, region and nation.

Transit Watch was developed by the Federal Transit Administration (FTA) and encourages transit employees, transit riders and community members to be aware of their surroundings and alert to activities, packages or situations that seem suspicious. If something out of the ordinary and potentially dangerous is observed, it is to be reported immediately to the proper transit supervisor who may investigate and/or notify law enforcement authorities.

3.4b. – SUSPICIOUS ITEMS, VEHICLES, PEOPLE AND ACTIVITIES

Cumberland Community Transportation Program understands that it has a role to play in being a part of the eyes, ears and liability of the community and a part of the community's first line of defense. Therefore, it is vigilant and is committed to train and encourage all employees to be on the lookout for any suspicious people, activities, vehicles, packages or substances. Because Cumberland Community Transportation Program employees know their operating environment, know what is usual and unusual, they are taught to trust their gut reactions and

report anything unusual, out of place or suspicious to dispatch/management who will then immediately pass this information on to the appropriate authorities.

All Cumberland Community Transportation Program employees are "On the Look Out" for and report to the transit agency the following:

Suspicious Items

Public transportation systems deal with items left unattended in stations and on vehicles all the time. These unattended packages impose a tremendous burden on security. Although unattended packages are rarely linked to explosive devices, they all represent a potential threat and need to be examined systematically. If an unattended package is not deemed suspicious, it will be treated as lost property and handled according to agency protocol.

Cumberland Community Transportation Program trains employees to identify items, packages and devices as suspicious if they meet any of the following criteria:

- Common objects in unusual locations
- Uncommon objects in common locations
- A threatening message is attached
- Unusual wires or batteries are visible
- Stains, leaks or powdery residue are evident
- Sealed with excessive amounts of tape or string
- Lopsided or lumpy in appearance
- Tanks, bottles or bags are visible
- A clock or timer is attached
- A strange odor, cloud, mist, vapor or sound emanates from it
- Addressed with cut and paste lettering and/or common words misspelled
- Have excessive postage attached
- Abandoned by someone who guickly leaves the scene
- No one in the immediate area claims it as theirs
- An active attempt has been made to hide it (i.e. Placed in an out-of-the-way locations)

Once an item, package or device is determined to be suspicious

- · the item is not touched or moved
- the area or vehicle is immediately evacuated uphill and upwind
- Radio and cell phones should not be used within 300 feet of the suspicious package
- system management is notified, and
- Appropriate action is taken (i.e., notifying of bomb analysis team).

Suspicious Vehicles

Cumberland Community Transportation Program understands that vehicles (cars, trucks, boats, bikes) are frequently used in criminal or terrorist attacks. Therefore, agency employees are trained to be alert to suspicious vehicles in and around their work environment. Employees are told to report vehicles to system management and authorities when they notice any of the following:

- Show signs of forced entry
- Have altered or makeshift company insignia or license plates
- Are located in an unauthorized area or near a potentially catastrophic target
- Contain unusual equipment which could be used in a violent act
- Appear to be overloaded and/or have bulging tires or sagging frames
- Emit unusual odors, leaks or residues

Suspicious People and Activities

Cumberland Community Transportation Program teaches its employees to be aware of suspicious people and activities. Employees are taught to focus on behaviors and not on a person's color, nationality, ethnicity or religion. The key concern in determining what is suspicious is always based on 1) where someone is, 2) when he or she is there, and 3) what he or she is doing. Employees are encouraged to trust their judgment based on their experience in and around the community, and the transit system, and that it normally is a combination of factors taking place that will accurately identify a suspicious person or act.

Specific actions that are of concern and may meet the threshold of reporting as suspicious include people appearing to be:

- · gathering intelligence
- running security tests
- attempting infiltration
- conducting a dry run/drill
- deploying assets

Employees are taught by Cumberland Community Transportation Program to determine if a behavior is suspicious based on the following categories:

- · attitude of the person
- apparel and accessories
- body language (e.g. reaction to uniformed presence)
- actions in and around crowds

3.5 Safety Data Acquisition/Analysis Procedures

To Cumberland Community Transportation Program, understanding safety data is an important step toward allocating finite resources to implement safety program elements. Data on safety-related events such as

- passenger injuries or claims
- passenger complaints
- employee injuries
- accidents
- incidents
- EOL's (End-of-Life: useful life; vehicle replacement)
- turnarounds
- bus stops
- shelters

SECURITY PLAN-KEY CONTROL

Is used to determine trends in system operations. The ultimate goal is to identify and mitigate hazards before they cause accidents, thus boosting system performance and delivery of service to the riding public.



This is our contractors key checkout and turn in process which includes a log book.

EXAMINATION TO DETERMINE PHYSICAL CONDITION OF DRIVER

	Last Name	First		MI	Signature					
	Street Address				DOB (mor	nth/day/year)			Age	
	City	State		Zip Coo	de	Social Secu	ırity Numb	er	Date	
				HE.	ALTH HIS	<u>TORY</u>				
	Seizures Severe In	Spine Injury or Fainting njury or Illness scular Disease	Yes	No □ □ □ □ □ □ □ □ □ □ □ □	Gonorrhea Diabetes GI Ulcer Nervous S Rheumatic Asthma	Stomach	Yes	No □ □ □ □ □ □ □ □ □ □ □ □		
	Kidney I Muscular Any Dise Permaner Psychiatr Other Ne	Disease	Yes	No						
If ansv	wer is YES, explain	:								
				Deves	—					
Gener	ral Appearance:	□ Goo	od	PHYSI □ Fa	ical Exam	IINATION ☐ Poor				
NOT:	E: Visual acuity o	of at least 20/40	requi	red in ea	ach eye wit	h field of vi	ision of 70	0° horiz	ontal meridian	in each ey

<u>AUTHORIZATION AND CONSENT FOR RELEASE OF INFORMATION</u>

This release and authorizati	on acknowledges that	may now, or at any time					
while I am employed, conta	act personal references, co	nduct a verification of my education and					
licenses/certification, emplo	oyment/work history, moto	or vehicle records, and achieve any criminal history record					
information pertaining to m	e which may be in the file	es of any Federal, State, or Local criminal justice agency, and					
to verify any other informat	to verify any other information deemed necessary to fulfill the job requirements.						
I do bounday comes to malesco and discharge							
	I do hereby agree to release and discharge and their associates to the full extender permitted by the law from any claims, damages, losses, liabilities, costs and expenses or any other charge or						
•	•	eving and reporting of information.					
complaint med with any ag	ency arising from the fetti	eving and reporting of information.					
Last Name:	First:	Middle:					
All Other Names Used:							
Date of Birth: //	Social Security #	Race:Sex:					
Driver's License #		State: Exp. Date:/					
Driver's Phone #		_					
Previous Addresses for th	e past ten (10) years:						
Signature							
Date							

PRE/POST-TRIP INSPECTION WORKSHEET

Date:	ver	ncie:
Mileage: Maintenance Du	ıe Date:	Wheelchair Lift Cycles: _
UNDERHOOD	SAFETY EQU	JIPMENT
☐ Oil level	☐ Fire extin	guisher
☐ Oil addedquarts	☐ Web cutt	er
☐ Radiator level	☐ Triangles	
☐ Battery level	☐ First Aid	Kit
☐ Windshield washer fluid level	☐ Back-up a	alarm
☐ Engine/hoses/belts	☐ Rear doo	r buzzer (LTV only)
	☐ Blood bo	rne Pathogen Kit
EXTERIOR	INTERIOR	
☐ Tires	☐ Brakes	
☐ Turn signals	☐ Steering	
☐ Headlights	☐ Transmis	sion
☐ Tail/brakes lights	☐ Mirrors	
☐ Windshield wipers	☐ Gauge/in	struments
☐ Fresh body damage	☐ Controls	(equipment)
☐ Cleanliness	☐ Radio (tw	vo-way)
☐ Cycle lift (light oil every 2 wks.)	☐ Damage/	cleanliness
ACCESSIBILITY EQUIPMENT		
\square Fully operable wheelchair lift	☐ Wheelch	air lift ramp
\square Proper number of belts/securement devices	☐ Belts/sec	urement devices in good condition
Notes:		_
Operator Name & Signature:		
Management Comments:		
Management Signature:		

MAINTENANCE REPAIR REQUEST FORM

VAN #	MILEAGE	
	Air Conditioner:	
	Belts & Hoses:	
	Brakes:	
	Battery:	
	Oil Change (Last Oil Change Mileage):	
	Lights:	
	Wheelchair Lift:	
	Radiator:	
	Transmission:	
	Tires:	
	Other:	
Driver		Date in Garage
Date _		Date out of Garage

Vehicles Operated by Contractor or Services Outsourced

PREVENTATIVE MAINTENANCE

Preventive maintenance is a term used to describe the performance of regularly scheduled maintenance				
procedures of vehicles to prevent the possibility of				
malfunctions.				
[NAME OF CONTRACTOR] will maintain all				
vehicles and wheelchair lifts in the best possible operational condition. This will be accomplished by adhering to				
and/or exceeding the manufacturer's recommended minimum maintenance requirements.				
MAINTENANCE SCHEDULE				
Each vehicle is assigned a number by the Public				
Transportation Director, which is affixed to each vehicle in a visible location along with the phone number of the				
office.				
Preventative Vehicle Maintenance Schedule				
All vehicles will have a preventative maintenance service and inspection at established intervals. (See				
attachment 1, Vehicle Preventative Maintenance Service Schedule)				
Wheel Chairlift Preventative Maintenance Schedule				
All wheelchair lifts will have a preventative maintenance service and inspection at established intervals. (See				
attachment 2, Wheelchair Lift Preventative Maintenance Service Schedule)				
Unscheduled Vehicle Maintenance				
First Transit will ensure all maintenance is performed to meet manufacturer's specification. (See attachment 3,				
Vehicle/Wheelchair Lift Maintenance Request)				

EMPLOYEE TRAINING RECORD

NAME:

Training	Date	Driver Initial	Supervisor Initial
Orientation:			
Substance Abuse Policy			
Performance Evaluation Policy			
Employee Conduct Policy			
Trip logs			
Pre/Post-Trip Inspection logs			
Procedures Review			
Backing			
Railroad Crossing			
Brake Failure			
En Route			
Assisting Passengers			
Night Time Driving			
Elderly Passengers			
W/C Boarding			
W/C Lift and Securement			
Emergency Equipment Training			
Fire Extinguisher			
Bloodborne Pathogens Kit			
Emergency Triangle			
CPR/First Aid			
Webcutter			
Training:			
Defensive Driving			
American Disabilities Act			
Bloodborne Pathogens			
Emergency Procedures			
Illegal Drug Use			
First Aid			
CPR			
Ride Checks:			

	Employee's Signature:	
Director's Signature:		

RIDE CHECK: DRIVER EVALUATION

Da	te o	f Evaluation:
Dri	ver	's Name:
		ator's Name/Position:
		ger Reception
1.		Confirms identity/destination of passenger
2.		Present at entry door while boarding
3.		Greets passenger in a friendly manner
4.		Uses proper assistance techniques
5.		Assists passengers to and from the vehicle door if needed
6.		Stops proper distance from curb
7.		Avoids use of AM/FM radio
8.		Uses correct ADA language at all times
Vel		e Condition
1.		Daily pre-trip inspection complete/documented
2.		Web cutter and emergency triangles are available
3.		Registration and insurance card in vehicle
4.		Driver's license/logs with driver
5.		Vehicle exterior clean
6.		Vehicle interior clean
7.		Dashboard/windshield area clear of all objects
8.		Tie downs properly employed
9.		Tie downs clean/ stowed in box
10.		Seat belts in good working condition
11.		Fire extinguisher is available, serviceable, properly mounted/tagged
12.		First Aid/Bloodborne pathogen kit available in vehicle
13.		Flash light working (if applicable)
14.		Communications system operable
15.		Child seat used/stowed properly
16.		Daily defect report filled out
17.		Lift operational check
18.		Keeps logs up to date
Per	forr	nance While Enroute
1.		Driver uses correct posture when driving
2.		Both hands on steering wheel
3.		Appropriate uniform/footwear
4.		Driver and passengers use seatbelts
5.		Driver gets out of vehicle and looks before backing
6.		Adjust mirrors before moving vehicle
7.		Signals entry into traffic every time

Dri	Oriver's Comments					
Eva	Evaluator Signature Date					
Dri	Driver's Signature Date					
Co	urs	e of Action (required/taken)				
<u>C</u> 01	mm	nents				
		Follows passenger's instruction for assistance when needed				
		Makes sure passenger is safely inside of destination before leaving property				
		Advises supervisor when leaving vehicle and upon return to vehicle Meleos sure passenger is safely inside of destination before leaving property.				
		Renders adequate assistance to MOBILITY DEVICE passengers				
		Assist passengers off vehicle (when needed or when passengers request help)				
		Stops proper distance from curb				
		Uses parking brake when de-boarding passengers				
		ger Discharge				
		change (keep safety cushion)				
25.		Uses four second distance rule, adds seconds to following distance when driving conditions				
24.		Avoids unauthorized stops				
23.		Maintains scheduled stops and pick-ups				
22.		Maintains order in vehicle				
21.		Uses turn signals properly				
20.		Observes proper communication procedures				
		Stops behind line or plane at intersections				
		Uses proper lane changing procedure				
		Comes to a complete stop, leaving private property				
		Stops at all railroad crossings				
		Seats passengers properly				
		Anticipates stale green lights (slows down)				
		Uses proper caution at intersections				
		Maintains following distance safety zone (4 seconds)				
		Moves at appropriate speeds for current road conditions				
		Squares corners when turning				
		Telegraphs use of brake or flashers when stopping				
Q	П	Moves vehicle smoothly while slowing braking and stopping				

RIDE CHECK DRIVER PERFORMANCE EVALUATION EXPLANATION

PASSENGER RECEPTION

The Driver...

- 1. Asks the name of the passenger and the destination before boarding, unless the passenger is a subscription rider.
- 2. Is available at the door to assist the passenger on or off the vehicle (if needed).
- 3. Acts courteously, offers help by asking, "may I help" or "how may I help you?"
- 4. Follows guidance from the passenger, if help is needed.
- 5. Uses the passenger's instructions to assist in boarding and exiting the vehicle, if needed.
- 6. Stops the vehicle six (6) inches or four (4) feet from curb to keep passengers from falling off the vehicle as they

load and unload. (This depends on the stopping or parking situation.)

- 7. Uses AM or FM radio only when passengers are not aboard, then only for the news and weather forecast.
- 8. Uses correct language under ADA guidelines.

VEHICLE CONDITION

The Driver...

- 1. Performs a pre-trip inspection and completely fills out the pre-trip inspection form before starting the first run of the day.
- 2. Ensure registration and insurance cards are current and available.
- 3. Has driver license in possession and current route logs on person at all times.
- 4. Vehicle is clean on exterior.
- 5. Vehicle is kept clean inside at all times.
- 6. Nothing is on the dashboard, rear view mirror, or sun visors that could create a hazardous situation.
- 7. Safely attaches tie down straps into floor tracks, and use the four-point tie down on MOBILITY DEVICEs.
- 8. Removes tie downs from floor after each use. Stores tie down straps in their proper place.
- 9. Seat belts/tie down straps are not tangled, missing or broken.
- 10. Checks fire extinguisher for serviceability and expiration date.
- 11. Checks the first aid and Bloodborne Pathogen Kits regularly and re-supplies when needed.
- 12. Ensures web cutter and emergency triangles are available.
- 13. Checks batteries daily to make sure flashlight is usable.
- 14. Tests the two-way radio and/or other communication device for operability.
- 15. Child seats are placed in vehicle properly.
- 16. Fills out daily defect report correctly.
- 17. Keeps logs up to date as trip is completed for each passenger.

PERFORMANCE ENROUTE

The Driver...

- 1. Does not slouch in the seat while driving. Arms are not on or out of the window frame.
- 2. Both hands are on the steering wheel at the 9 and 3 or the 10 and 2 position. Gets the big picture.
- 3. Clothing should be appropriate for job.
- 4. Uses seat belt correctly and requires correct use of seat belt for all passengers.
- 5. Gets out and looks behind vehicle, for obstacles, before backing.
- 6. Adjusts mirrors before leaving base (for safety and visibility). Keeps eyes moving.

- 7. Uses signals for all maneuvers in traffic. Leaves an out.
- 8. Does not jerk the vehicle when stopping and starting. Uses the brakes without stomping or slamming (stops vehicle smoothly).
- 9. Presses the brakes slightly to warn tailgaters to slow down or uses flashers when coming to a quick stop.
- 10. Does not whip around corners. Slows down to 2 to 5 miles per hour when turning corners. Positions vehicle for

proper safe turns. (Squares the corner.)

- 11. Does not travel too slow or too fast for conditions on the road or for the posted speed limit.
- 12. Does not enter intersection without proper caution, uses the four second rule. Keeps safety cushion under control.
- 13. Slows down when green light has been green for sometime at a distance.
- 14. Checks mirrors, looks over shoulder, signals, moves into passing lane, signals and returns to proper lane. Leaves (*himself/herself*) an out.
- 15. Signals at proper distance for an intended turn. Cancels signal when maneuver is completed.
- 16. Does not allow profanity or misbehavior in the vehicle.
- 17. Keeps on schedule safely but does not jeopardize safety for schedule.
- 18. Only transports passenger on route schedule. No unauthorized passengers or stops.
- 19. Maintains a safe distance when following some one in all weather conditions.
- 20. Stops at railroad crossings.

PASSENGER DISCHARGE:

The Driver...

- 1. Uses parking brake when loading or unloading passengers.
- 2. Stops the vehicle 6 inches to 4 feet from curb to discharge passengers. Assists passenger off vehicle.
- 3. Assists all passengers as required.
- 4. Advises dispatcher of absence from vehicle and advises dispatcher of return to vehicle.
- 5. Does not leave elderly and disabled passengers unattended. Makes sure they are in the hands of caretakers or inside their homes/destinations before driver leaves the property (case by case judgments).

CONTINUITY OF OPERATIONS PLAN

February 25, 2021

FOREWORD

Local Communities have an ethical responsibility to ensure the safety of their community. They also have a legal obligation to operate in a prudent and efficient manner, even during an impending threat or following a disaster.

This continuity of operations (COOP) plan provides guidance for the Cumberland Community Transportation Program to perform its essential functions as part of a COOP capability.

Recommended changes to this document may be addressed, at any time, to the Cumberland Community Transportation Program, Ifetayo Farrakhan, Accountable Executive 910-678-7624, 130 Gillespie Street, Fayetteville, NC 28301

Ifetayo Farrakhan, Accountable Executive

Introduction

The Cumberland Community Transportation Program COOP Plan

Purpose

This continuity of operations (COOP) plan for the Cumberland Community Transportation Program, hereinafter called Community, presents a management framework, establishes operational procedures to sustain essential functions, and guides the restoration of full functions if normal operations in one or more of the Community's locations are not feasible.

This plan was prepared in accordance with Department of Homeland Security (DHS) Headquarters Continuity of Operations (COOP) Guidance Document, dated April 2004, which provides a structure for formulating a COOP plan; Presidential Decision Directive—67, "Ensuring Constitutional Government and Continuity of Government Operations," which requires all Federal departments and agencies to have a viable COOP capability; and State of North Carolina requires all local communities to prepare for emergencies and disasters.

This document focuses on the basic COOP elements: essential functions, critical systems, alternative facilities, orders of succession, delegations of authority, and vital records. Development of procedures that address the basic COOP elements and work in concert with business continuity and disaster recovery plans allows for uninterrupted delivery of the Community's essential functions.

This document applies to the full spectrum of threats and emergencies that may affect the Community. Specifically, this COOP plan is based on an event scenario that disrupts the Community's essential functions. In this scenario, the Community location is closed for normal business activities. The most likely causes of such disruption are severe winter storms (i.e., ice or snow), widespread utility failure, multiple explosions, civil disturbance, or credible threats of actions that would preclude access to or use of Community facilities. Under this scenario, Community offices relocate staff and resources to a remote facility identified as the Emergency Relocation Site (ERS).

Essential functions

This COOP plan is based on the Community's essential functions. It serves as an operational guide to facilitate the relocation of Community staff to an ERS and the backup of critical systems and vital records so that essential functions may continue. The level and manner of support needed to continue essential functions is dependent on the nature of an event. This plan describes the processes and procedures needed to support continuation of essential functions identified in the following table.

Priority	Department	Essential Functions
1	Planning & Inspection	Building Inspections
2	Planning & Inspection	Permit Issuance
3	Planning & Inspection	Damage Assessment
4	Planning & Inspection	Review of Diagrams
5	Planning & Inspection	FAMPO
6	Planning & Inspection	Community Transportation
7		
8		
9		

A specific Community department oversees each essential function listed above, which, in turn, is supported by specific critical systems and/or vital records. Therefore, to maintain an operational status, the Community must support the required department (staff), critical systems, and vital records at the ERS.

Authorities and References

Authority, support, and justification for continuity of operations (COOP) planning are provided through the documents listed in Annex A.

Concept of Operations

A COOP plan must be maintained at a high level of preparedness and be ready to be implemented without significant warning. It should be implemented fully no later than 12 hours after activation and provide guidance to sustain operations for up to 30-days. The broad objective of this COOP plan is to provide for the safety and well-being of Community employees. In addition, this plan will facilitate the execution of the Community's essential functions during any crisis or emergency in which one or more Community locations are threatened or not accessible. Specific Community COOP Plan objectives include the following:

- Enable staff to perform essential functions to prepare for and respond to the full spectrum of possible threats or emergencies including terrorism, technological catastrophes, natural or manmade disasters, and other crises.
- Identify key principals and supporting staff who will relocate.
- Ensure that the Emergency Relocation Site (ERS) can support Emergency Relocation Group (ERG) operations.
- Protect and maintain vital records and critical systems.

An emergency, such as an explosion, fire, or hazardous materials incident, may require the evacuation of one or more Community locations with little or no advance notice. Building evacuation, if required, is accomplished via implementation of Occupant Emergency Plans for each location. <u>This COOP Plan</u> is not an evacuation plan, rather it provides for a deliberate and preplanned movement of selected principals and supporting staff to the ERS.

Following an incident so severe that one or more Community locations are rendered unusable, or if such an event appears imminent, the Chief Municipal Officer instructs the Emergency Management Director or Senior COOP Official to activate the Community COOP Plan. The Emergency Management Director or Senior COOP Official deploys the appropriate members of the ERG.

Phase I: Activation and Relocation

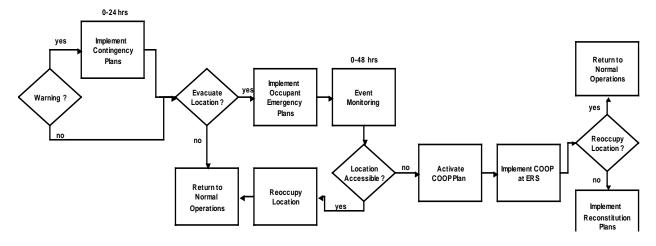
The extent to which orderly alert and notification is possible depends on the amount of warning received, whether personnel are on duty at Community locations or off duty at home or elsewhere, and, possibly, the extent of risk for Community personnel or locations.

Decision Process

Execution of this COOP plan focuses on continuing the Community's essential functions via the relocation of select personnel, ERS operations, and critical systems recovery. This COOP plan may be executed in several phases that are delimited by the time from warning dissemination and the activities being performed. Depicted below is the Community's decision process.

Any disaster, whether natural, manmade, or technological, that adversely affects the Community's ability to perform essential functions, requires activation of this plan.

Alert, Notification, and Implementation Process



Community staff will be contacted with alert and notification information using the following contact lists.

- Rawls Howard, Planning & Inspections Director 910-678-7618
- David Moon, Planning & Inspections Deputy Director 910-678-7606
- Gene Booth, Director Emergency Services 910-678-7641
- Community Emergency Telephone Contacts 910-483-7727 or 910-321-6435
- FEMA Regional Office Contact Information
- Eastern Branch Office NC Emergency Management 800-858-0368 24 Hour Line
- NC State Emergency Operations Center 919-733-3300 24 Hour Line

Note: Information and guidance for Community members is normally relayed by network messages, e-mail, or phone using existing emergency calling plans. All members of the Emergency Relocation Group (ERG) will be notified initially by phone; however, other Community staff members will be notified via network alerts and/or public address announcements, as appropriate. Based on the situation, current information may also available via announcements released to and made by local radio and TV stations.

Employees should listen for specific instructions and specifically for the words "Emergency Personnel." All Community employees should remain either at their office or at home until specific guidance is received.

Leadership

Orders of Succession

In the event of a vacancy in the position of, Ifetayo Farrakhan, Accountable Executive, or the absence of the incumbent in this position, another individual serving in an acting capacity shall temporarily assume the duties of the position.

- Deloma Graham Successor #1
- Rawls Howard Successor #2

Delegation of Authority

The Community and its Accountable Executive/Chief Municipal Officer are charged with maintaining a comprehensive State -wide program of Cumberland Community Transportation Program COOP Plan. This is carried out through execution of the following tasks:

• The Cumberland County Planning and Inspections Department provides services to County departments including planning, inspections, reviews of projects, and Transportation Services. The Planning and Inspections Department has identified successors for the positions of Director and Deputy Director. Planning and Inspections Department Director and Deputy Director are responsible for ensuring Orders of Succession are up-to-date. When changes occur, Director and Deputy Director immediately distributes the changes as they occur to Building Inspections, Permit Issuance, Damage Assessment, Review of Diagrams, FAMPO and Community Transportation, to include County Management authorities, potential successors, affected staff, and others, by paper and electronic distribution.

Delegations of authority from the position of Accountable Executive/Chief Municipal Officer are established to ensure the ability of Community staff members to perform essential functions while remaining a viable part of the organization. Persons in the following positions, listed in order of precedence, are assigned continuity of operations responsibilities by the Chief Municipal Officer:

- Rawls Howard, Planning & Inspections Director
- David Moon, Planning & Inspections Deputy Director

Emergency Response Group

Personnel with select knowledge, skills, and abilities are required to perform the tasks associated with the Community's essential functions. The following personnel are identified as critical members of the ERG.

Emergency Personnel					
Office/Division	Position	Duties	Number		
Office A	Gene Booth	Direction and Control	1		
	Emergency Services				
Office B	Rawls Howard	Direction and Control	2		
	Planning & Inspections Director				

Execution

Departure of ERG Advance Team:

The Community Chief Municipal Officer, or other person with delegated authority, directs the Emergency Management Director or Senior COOP Official to begin the movement of the ERG.

- The Senior COOP Official notifies the Relocation Site Support Official that the ERG has departed.
- ERG members depart with their flyaway kits.
- The Senior COOP Official notifies other Community offices outside the affected area and clients, as appropriate, that the activation of the COOP Plan is in progress.

Departure of Non-ERG Agency Personnel:

At the time of an emergency notification, and in the absence of guidance to the contrary, non-ERG personnel present at each affected Community location are directed to go home to await further instructions.

Transition of Responsibilities to the Deployed ERG:

- Following arrival at the ERS, the Community Chief Municipal Officer, or designee, orders the cessation of operations at the affected Community location(s).
- The Senior COOP Official notifies other offices outside the affected area that Community operations have shifted to the ERS.
- The Senior COOP Official notifies Community clients that operations have shifted to the FRS.
- As appropriate, the Senior COOP Official, or designated representative, notifies vendors
 and other service providers that Community operations have been relocated temporarily
 and provides direction to either continue or temporarily suspend provision of service.

Phase II: Alternate Facility Operations

Alternative facilities (i.e., ERSs) must be capable of supporting operations in a threat-free environment in the event that essential functions and supporting staff are relocated to the site. A relocation site must have sufficient space and equipment to sustain operations for a period of up to 30-days. An ERS must also have the appropriate physical security and access controls.

The Senior COOP Official, or designated alternate, conducts semiannual reviews of the space allocations with each ERS Support Official to ensure the adequacy of space and other resources.

Mission Critical Systems

In general, the telecommunication and information system support provided at Community locations is available independently at the ERS. It is imperative that the Senior COOP Official ensures that unique or critical information system requirements are considered in planning and, if appropriate, identified as capabilities to be provided by support organizations at the ERS. Community offices shall maintain all necessary and up-to-date files, computer software, and databases required to carry out essential functions.

Vital Files, Records, and Databases

System Name	Current Location	Other Locations
Munis	IT Department	
TripMaker	IT Department	NCDOT ITRE
Internet	IT Department	

One's COOP Plan responsibilities is to comply with the U.S. National Archives and Records Administration Code of Regulations, Subchapter B – Records Management, to ensure the protection and continuous availability of vital records. Vital records are documents, references, and records, regardless of media type, that are needed to support essential functions under the full spectrum of emergencies and disasters.

All vital records must be protected from damage or destruction. Community vital records are stored in a properly equipped, environmentally controlled facility that is secure but also accessible when needed for records retrieval. The Senior COOP Official is to make certain that databases and other references supporting the essential functions of the Community are prepositioned at each ERS, carried with deploying personnel, or available through a backup process.

Over time, vital records become outdated and require updating through a process called cycling. Inclusion of cycling procedures in the Vital Records Management Program ensures that vital records are current and accurate when needed.

Vital File, Record, or Database	Form of Record (e.g., hardcopy, electronic)	Pre-positioned at Alternate Facility	Hand Carried to Alternate Facility	Backed up at Third Location
Munis	Electronic	Maiden Lane		Laketree Blvd
TripMaker	Electronic	Maiden Lane		Laketree Blvd

Phase III: Reconstitution

Within hours of relocating to the ERS, the Senior COOP Official, with the approval of Federal, State, and local law enforcement and emergency services, initiates operations to salvage, restore, and recover the Community location(s). These reconstitution efforts generally begin when the Chief Municipal Officer, or other authorized person, ascertains, in coordination with Federal, State, and local authorities that the emergency situation has ended and is unlikely to recur. However, once the appropriate Community official determines that the emergency has ended; immediate reconstitution may not be practical. Depending on the situation, one of the following options should be considered for implementation:

- Continue to operate from the ERS.
- Begin an orderly return to Community locations and reconstitute from remaining Community offices or other resources
- Begin to establish a reconstituted Community in some other facility or telework.

COOP Planning Responsibilities

Chief Municipal Officer

- Provides overall policy direction, guidance, and objectives for COOP planning.
- Provides policy direction, guidance, and objectives during an incident for the implementation of the COOP Plan.
- Consults with and advises appropriate officials during implementation of the COOP Plan.

• Serves as the principal Community representative to external parties and groups during implementation of the COOP Plan.

Emergency Management Director or Senior COOP Official

- Serves as the Community COOP program point of contact.
- Coordinates implementation of the COOP Plan and initiates appropriate notifications inside and outside the Community during COOP Plan implementation.
- Coordinates the COOP Training, Testing, and Exercising Program.
- Aids ERG efforts at the ERS.
- Initiates recovery of Community, as part of reconstitution.

ERS Support Official

- Prepares site support plans to support the implementation of the COOP Plan to facilitate the smooth transition of direction and operations from the Community location(s) to the ERS.
- Provides for the proper storage of backup copies of vital records and other pre-positioned items.
- Designates personnel responsible to assist the arriving ERG Advance Team.
- Maintains a current roster of designated site support staff.
- Supports periodic coordination visits by Community offices.
- Keeps the Senior COOP Official informed of site vulnerabilities or changes in site resources that may impact the effective implementation of the COOP Plan.
- Requests an annual security risk assessment of the ERS by security staff to assist in ensuring COOP relocation site readiness.
- Coordinates appropriate billeting arrangements with the ERS, if appropriate, for employees who will not commute and need to remain overnight near the ERS.
- Conducts periodic coordination visits to the ERS.
- Participates in scheduled tests, training, and exercises.

Department Director

- Appoints a COOP point of contact for coordination and implementation of the COOP Plan.
- Keeps the Senior COOP Official informed of any changes in the designation of the office COOP point of contact.
- Identifies essential functions to be performed when any element of the Community is relocated as part of the COOP Plan.
- Identifies those functions that can be deferred or temporarily terminated in the event the COOP Plan is implemented.
- Maintains a current roster of office personnel designated as ERG members.
- Maintains current personnel emergency notification and relocation rosters.
- Prepares backup copies or updates of vital records.
- Ensures that the time and attendance function is represented on the ERG.
- Designates personnel to assist security officials in securing office equipment and files at Community locations when implementing the COOP Plan.
- Conducts periodic tests of the office telephone notification cascade(s).

Community Staff

 Review and understand the procedures for emergency evacuation of Community locations in the Occupant Emergency Plan.

- Review and understand responsibilities related to COOP support functions and performance of Community essential functions at a relocation site.
- Report to work to perform essential functions as detailed in this COOP plan or as requested.
- Provide current contact information to supervisors.

Logistics

Alternate Location

The Community has designated one ERS to support the ERG following an event that disables the infrastructure supporting Community activities that occur at town hall and/or department offices. The ERS should be used when town hall and/or department offices. Buildings are closed for normal business activities. The relocation site has adequate space, the necessary equipment, and the connectivity to support relocating each ERG responsible for performing essential functions.

Interoperable Communications

The success of Community operations at the Emergency Relocation Site (ERS) depends upon the availability and redundancy of significant communication systems to support connectivity to internal organizations, other agencies, critical customers, and the public. Interoperable communication should provide a capability to correspond with the Community's essential functions, to communicate with other Federal agencies, State agencies, and local emergency support personnel, and to access other data and systems necessary to conduct all activities.

Test, Training, and Exercises

A changing threat environment and recent events emphasize the need for COOP capabilities that enable the Community to continue its essential functions across a broad spectrum of emergencies. Federal Preparedness Circular (FPC) 66, in accordance with FPC 65, states that testing, training, and exercising of COOP capabilities are necessary to demonstrate and improve the ability of agencies to execute their essential functions. The Community Tests, Training, and Exercises (TT&E) Program incorporates the three functional areas of testing systems and equipment, training personnel, and exercising plans and procedures.

Training and Exercises Program

Required training to meet the Planning and Inspections Department security and educational training guidelines are scheduled to fulfill and maintain the established criteria. A record of the training is held in the Planning and Inspections Department. Coordination with our Emergency Services Department for additional training and exercises programs are an established criteria.

Human Resources

Each department should continuously address the ergonomics and environmental functionality of their work areas to include floor layout, operating equipment, obstacles, entrances, and exits. The goal is to ensure ease of access both in and out of each work area in the department for employees and visitors during regular office hours and during emergency evacuations.

Plans should be developed for employees with disabilities and special needs accommodations to identify potential hazards or obstacles that would hinder their safe exit from the building during a declared emergency. When possible, all equipment needed to operate the department should be made available at an alternative work location.

Accommodations for employees with special needs should be noted in the COOP annex and Disaster Response Plans. Every attempt shall be made to ensure that the alternative work location addresses the ergonomic issues and special needs as described in the current work location above.

Multi-Year Strategy and Program Management

Multiyear Strategy

The Community COOP Plan Multiyear Strategy includes the objectives and key strategies for developing and maintaining a viable COOP program, including the support for short- and long-term initiatives.

Program Management

The Program Management Plan is a critical element of the Community's strategic planning activities because it documents the tactics executed to achieve the initiatives in the multiyear strategy. It describes the Community's needs, defines roles and responsibilities, and documents specific program timelines. In addition, it provides an effective program management tool for oversight, resource allocation, and progress evaluation.

COOP Plan Maintenance

To maintain viable COOP capabilities, the Community is continually engaged in a process to designate essential functions and resources, define short- and long-term COOP goals and objectives, forecast budgetary requirements, anticipate and address issues and potential obstacles, and establish planning milestones. Following is a list of standardized activities necessary to monitor the dynamic elements of the Community COOP Plan and the frequency of their occurrence.

Activity	Tasks	Frequency
Plan update and certification	Review entire plan for accuracy. Incorporate lessons learned and changes in policy and philosophy. Manage distribution.	Annually
Maintain orders of succession and delegations of authority	Identify current incumbents. Update rosters and contact information.	Semi-annually
Maintain emergency relocation site readiness	Check all systems. Verify accessibility. Cycle supplies and equipment, as necessary.	Monthly
Monitor and maintain vital records management program	Monitor volume of materials. Update/remove files.	On-going

Annex A: Authorities and References

Authority, support, and justification for continuity of operations (COOP) planning are provided through the documents listed below.

Federal Guidance

Executive Order 12148–Federal Emergency Management. EO 12148 establishes Federal policies and coordinates civil emergency planning, management, and assistance functions. It also establishes the President's role in working with State and local governments.

Executive Order 12472–Establishment of the National Communications System. EO 12472 establishes the National Communication Systems as a Federal interagency group assigned national security and emergency preparedness telecommunications responsibility throughout the full spectrum of emergencies. Responsibilities include planning, developing, and implementing enhancements to the national telecommunications infrastructure to achieve measurable improvements in survivability, interoperability, and operational effectiveness under all conditions. This is accomplished by effective management and by using national telecommunication resources to support the Government during any emergency.

Executive Order 12656–Assignment of Emergency Preparedness Responsibilities. EO 12656 is the foundation of these mandates. It requires Federal agencies to develop plans and procedures that ensure the survival of the U.S. Constitution and American Government by enabling them to continue to provide essential functions and services during and following a disaster or emergency. Executive Order 12656 assigns national security management preparedness responsibilities to Federal departments and agencies.

Presidential Decision Directive 63. PDD–63 is a national-level effort to ensure the security of the increasingly vulnerable and interconnected infrastructure of the United States. It requires departments and agencies to develop a plan for protecting critical infrastructures, including telecommunications, banking and finance, energy, transportation, and other essential functions and services. The directive addresses those services provided by Federal, State, and local governments.

Presidential Decision Directive 67. PDD–67 directs the Federal executive branch departments and agencies to have a viable COOP Plan and capability. Departments and agencies must be able to operate at their alternative facilities with or without warning no longer than 12 hours after the disaster and to maintain sustained operations for a minimum period of up to 30-days. The plans identify those requirements necessary to support the primary functions, such as emergency communications, establishing a chain of command, and delegations of authority.

Executive Order 13228—**Establishing the Office of Homeland Security and the Homeland Security Council.** EO 13228 establishes the Office of Homeland Security in response to the terrorist attacks on September 11, 2001. Responsibilities of the office include developing and coordinating the implementation of a comprehensive national strategy to secure the United States from terrorist threats or attacks. The office shall coordinate the executive branch's efforts to detect, prepare for, prevent, protect against, respond to, and recover from terrorist attacks within the United States.

Executive Order 13231—Critical Infrastructure Protection in the Information Age. EO 13231 establishes a protection program that consists of continual efforts to secure information systems for critical infrastructure that includes emergency preparedness communications. To achieve this policy, there will be a senior executive branch committee to coordinate that will have cognizance over all Federal efforts and programs involving continuity of operations, continuity of government, and Federal department and agency information systems protection.

Robert T. Stafford Disaster Relief and Emergency Assistance Act, Amended (U.S. Code Title 42 Section 5121). This act provides for an orderly and continual means of assistance by the Federal Government to State and local governments for carrying out their responsibilities to alleviate the suffering and damage that result from disasters. 42 USC 5121 encourages the development of comprehensive disaster preparedness and assistance plans, programs, capabilities, and organizations by the States and local governments.

U.S. National Archives & Records Administration (NARA) Code of Federal Regulations. The NARA Code of Federal Regulations (CFR), Subchapter B, Records Management, provides guidance and prescribes policies for records management programs relating to record creation and maintenance, adequate documentation, and proper record disposition.

Homeland Security Presidential Directive—1. The Homeland Security Council (HSC) shall ensure coordination of all homeland security-related activities among executive departments and agencies and promote the effective development and implementation of all homeland security policies. The HSC Principals Committee (HSC/PC) shall be the senior interagency forum under the HSC for homeland security issues. The HSC Deputies Committee (HSC/DC) shall serve as the senior sub-Cabinet interagency forum for consideration of policy issues affecting homeland security. HSC Policy Coordination Committees (HSC/PCC) shall coordinate the development and implementation of homeland security policies by multiple departments and agencies throughout the Federal Government, and shall coordinate those policies with State and local government.

Homeland Security Presidential Directive—3. The Homeland Security Advisory System provides warnings in the form of a set of graduated "Threat Conditions" that would increase as the risk of the threat increases. At each threat condition, Federal departments and agencies implement a corresponding set of "Protective Measures" to further reduce vulnerability or increase response capability during a period of heightened alert. This system is intended to create a common vocabulary, context, and structure for an ongoing national discussion about the nature of the threats that confront the homeland and the appropriate measures that should be taken in response. It seeks to inform and facilitate decisions appropriate to different levels of government and to private citizens at home and at work.

FEMA Federal Preparedness Circular (FPC) No. 65–Federal Executive Branch Continuity of Operations (COOP). FPC 65 provides guidance to Federal executive branch departments and agencies for developing viable and executable contingency plans for continuity of operations. COOP planning facilitates the performance of department/agency essential functions during any emergency or situation that may disrupt normal operations. FPC 65 requires that each agency appoint a senior Federal Government executive as an emergency coordinator to serve as program manager and agency point of contact for coordinating agency COOP activities. This ensures continuous performance of an agency's essential functions during an emergency and protects essential facilities, equipment, records, and other assets. The actions recommended in FPC 65 will reduce disruptions to operations and loss of life, and minimize damage and losses. It achieves a timely and orderly recovery from an emergency and resumption of full service to customers.

Federal Preparedness Circular No. 66–Test, Training and Exercise (TT&E) Program for Continuity of Operations (COOP). FPC 66 provides guidance to Federal executive branch departments and agencies for use in developing viable and executable TT&E programs to support the implementation and validation of COOP plans. These activities are important elements of a comprehensive emergency preparedness program necessary to improve the ability of agencies to effectively manage and execute their COOP plans.

Federal Preparedness Circular No. 67–Acquisition of Alternate Facilities for Continuity of Operations (COOP). FPC 67 provides guidance to Federal executive branch departments and agencies for acquiring alternative facilities to support their COOP. FPC 67 requires agencies to designate alternative operating facilities as part of their COOP plans and prepare their personnel for the possibility of sudden relocation

of essential functions or COOP contingency staff to these facilities should an emergency necessitate that action.

State Guidance

North Carolina (N.C.) General Statutes 58-9; 118-38; 143-166.1, 143-507 through

517, 153-A and 160-A

N.C. General Statutes 166A

N.C. Executive Order 72.

N.C. General Statutes 115C-242 (6)

N.C. General Statutes Article 36A of Chapter 14

State of North Carolina Executive Order 43, North Carolina Emergency Response

Commission (NCERC), April 7, 1987

North Carolina General Statute, Chapter 95, Article 8, The Hazardous Chemical

Right-To-Know Act

North Carolina Hazardous Materials Right-To-Know Law

Annex B: Alternate Location/Facility Information

The Community has designated one primary Emergency Relocation Site (ERS) to support the Emergency Relocation Group (ERG) following an event that disables the infrastructure supporting Community activities that occur at town hall and/or department offices buildings. The ERS should be used when town hall and/or department offices buildings are closed for normal business activities. The relocation site has adequate space, the necessary equipment, and the connectivity to support relocating each ERG responsible for performing essential functions.

	Emergency Relocation Site Information
Address	300 Maiden Lane, Fayetteville, NC 28301
Phone Number	910-483-7727
Relocation Site Official	Cotina Jones (Interim Director)
Directions	Start out going north on Gillespie Street toward Otis F. Jones Pkwy. Enter next roundabout and take 2 nd exit onto Green Street. Turn left onto Maiden Lane. 300 Maiden Lane is on the right.
Secondary Location	103 Laketree Blvd, Spring Lake, NC 28390 910-321-6435 Site Official: Cotina Jones (Interim Director) Directions: To go 103 Laketree Blvd in Spring Lake, go north on Gillespie Street toward Otis F. Jones Pkwy. Enter next roundabout and take 2 nd exit onto Green Street. Turn left onto NC-24/ NC-210/ Rowan Street. Turn slight right onto ramp. Stay straight to go onto NC-24/ NC-87/ N Bragg Blvd. Turn left onto Laketree Blvd. 103 Laketree Blvd is on the left.

EMERGENCY PLAN COORDINATORS:

Building/Department	Name/Title	Phone #
CTP/Planning & Inspections	Ifetayo Farrakhan, Accountable Executive	910-678-7624
Emergency Services	Gene Booth, Director	910-678-7641

Coordinators are responsible for the proper inventory and maintenance of equipment. They may be contacted by employees for further information on this Plan.

Annex C: Plan Activation and Notification

The Community has designated one primary Emergency Relocation Site (ERS) to support the Emergency Relocation Group (ERG) following an event that disables the infrastructure supporting Community activities that occur at town hall and/or department offices buildings. The ERS should be used when the headquarters and/or regional office buildings are closed for normal business activities. The relocation site has adequate space, the necessary equipment, and the connectivity to support relocating each ERG responsible for performing essential functions.

Emergency Level	Type of Events	COOP Plan Activation Authority	Notification Method
Local Emergency Level 1	Major accident on highway.	Gene Booth, ES Director Description of Trigger: Disruption of up to 12 hours, with little effect on services or impact to essential functions or critical systems	Alert System/Everbridge No COOP activation only announcement by alert system Everbridge
Local Emergency Level 2	Computer virus, small fire, or moderate flooding	Gene Booth, ES Director Disruption of up to 12 to 72 hours, with minor impact on essential functions.	Alert System/Everbridge Limited COOP activation, depending on department requirements.
Local Emergency Level 3	Power outage, heightened Homeland Security Advisory System Threat Level.	Gene Booth, ES Director Disruption to 1 or 2 essential functions or to a vital system for no more than three days.	Alert System/Everbridge May require partial COOP activation to move certain personnel to an alternate facility or location in the primary facility for less than 1 week.
Local Emergency Level 4	Snow/ice storm, hurricane, civil disturbance, major communication or power outages.	Gene Booth, ES Director Disruption to 1 or 2 essential functions or to all departments potentially lasting for more than 3 days but less than 2 weeks.	Alert System/Everbridge May require partial COOP plan activation. Orders of succession for some key personnel may be required; or movement of some personnel to an alternate location in the primary facility for more than 1 week. Personnel not supporting essential functions may be instructed not to report to work or be re-assigned to other duties.
Local Emergency Level 5	Explosion or contamination of primary facilities; major fire, flooding, earthquake, etc.	Gene Booth, ES Director Disruption to department with the potential for lasting two weeks or more.	Alert System/Everbridge COOP Plan Activation. Orders of succession initiated. May require movement of some or all essential personnel to an alternate facility for more than 2 weeks. In addition, personnel not supporting essential functions may be instructed not to report to work or be re-assigned to other duties.

Annex D: Definitions and Acronyms

The following terms or phrases are found in this document.

Advance Team. ERG personnel who immediately deploy to the Emergency Relocation Site (ERS) upon receiving a COOP warning or activation, to initiate actions at the ERS in preparation for the arrival of the main body of Emergency Personnel. Advance Team plus Emergency Personnel constitute an ERG.

Business Continuity Plan (BCP). The BCP provides procedures for sustaining an organization's business functions during and after a disruption. An example of a business function may be an organization's payroll process or consumer information process. A BCP may be written for a specific business process or may address all key business processes.

Business Recovery Plan (BRP). The BRP addresses the restoration of business processes after an emergency, but unlike the BCP, lacks procedures to ensure continuity of critical processes throughout an emergency or disruption.

Continuity of Operations (COOP) Plan. An action plan that provides for the immediate continuity of essential functions of an organization at an alternative facility for up to 30-days in the event an emergency prevents occupancy of its primary facility.

Disaster Recovery Plan (DRP). The DRP applies to major, usually catastrophic, events that deny access to the normal facility for an extended period. Frequently, DRP refers to an IT-focused plan designed to restore operability of the target system, application, or computer facility at a relocation site after an emergency.

Emergency Personnel. The key principals and staff members of the ERG, responsible for the execution of essential functions. Advance Team plus Emergency Personnel constitute an ERG.

Emergency Relocation Group (ERG). Predesignated principals and staff who move to a relocation site to continue essential functions in the event that locations are threatened or incapacitated. The ERG comprises Advance Team plus Emergency Personnel.

Emergency Relocation Site (ERS). A remote alternative facility to which the ERG moves to continue essential functions in the event that traditional work sites are incapacitated.

Essential functions. Essential functions are those functions, stated or implied, that are required to be performed by statute or Executive order, or other functions deemed essential by the heads of principal organizational elements (i.e., administrators, office directors, and division directors).

Occupant Emergency Plan (OEP). The OEP provides the response procedures for occupants of a facility in the event a situation poses a threat to the health and safety of personnel, the environment, or property. Such events include a fire, hurricane, criminal attack, or a medical emergency.

Point of Contact (POC). The designated focal point for actions involving a specific plan, as in "COOP POC."

Relocation Site (RS) Support Official. Serves as the COOP point of contact at each ERS. Responsible for the readiness and operational condition of the ERS, as appropriate, including telecommunications, infrastructure, and equipment; and support the billeting and meal needs of the ERG.

Senior COOP Official. Serves as the COOP point of contact. Responsible for coordinating implementation of the COOP Plan; initiating appropriate notifications inside and outside the Agency during COOP Plan implementation; being the point of contact for all COOP training, testing, and exercising; assisting ERG efforts at the ERS; and initiating recovery of the Agency as part of reconstitution.

SIGNATURE AND CERTIFICATION PAGE

The Board of <u>Cumberland</u>	County Commissioners has reviewed each of the Six Plans
comprised in the Cumberland County Comm	unity Transportation System Safety Plan (SSP). During this revie
suggestions were made, and	the Plan was updated to reflect the suggestions.
Ifetayo Farrakhan, Transit Director	Date:
Accountable Executive, Safety Officer	
, ,	
I he	reby certify this Plan for
Cumberland Coun	ty Community Transportation Program.
CHAIR BOARD SIGNATURE	Date:
Authorized Representative	

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CHAIR BOARD SIGNATURE	Date:
Authorized Representative	



PLANNING AND INSPECTIONS DEPARTMENT

MEMORANDUM FOR THE AGENDA OF THE JUNE 10, 2021 AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: IFETAYO FARRAKHAN, COMMUNITY TRANSPORTATION PROGRAM

MANAGER

DATE: 5/12/2021

SUBJECT: FY22 COMMUNITY TRANSPORTATION SERVICES CONTRACT

EXTENSIONS

Requested by: AMY H. CANNON, COUNTY MANAGER

Presenter(s): RAWLS HOWARD, DIRECTOR OF PLANNING AND INSPECTIONS

BACKGROUND

The Board of County Commissioners is being asked to consider extending the existing contracts for service providers for the upcoming Fiscal Year 2022. The Transportation Advisory Board at their last meeting on May 11, 2021 agreed that in these changing times, it is in the best interest of the program and the County to extend the existing contract for one more year. This will be the first extension of the contracts for transportation services which is an option that was outlined in the original Request for Proposals (RFP) for the County.

These contracts were adapted from the original contracts approved and awarded by the Board of County Commissioners at the June 15, 2020 meeting to B & W Transporting, Incorporated and Famiks Transport, Inc. for Fiscal Year 2021. The two companies, if the Board approves, will continue to provide transportation services to Cumberland County residents for Fiscal Year 2022 in accordance with the original contract terms.

RECOMMENDATION / PROPOSED ACTION

The Transportation Advisory Board (TAB) request Board of Commissioner approval of the contract extensions to the existing transportation providers B & W Transporting, Incorporated and Famiks Transport, Inc. for FY22. Staff requests this item be placed on the consent agenda item for the June 21, 2021 Regular Meeting.

ATTACHMENTS:

Description	Type
FY22 Contract - 5310-BW	Backup Material
FY22 Contract - 5310-FAMIKS	Backup Material
FY22 Contract - AAA General - BW	Backup Material
FY22 Contract - AAA Medical - BW	Backup Material
FY22 Contract - AAA Medical - FAMIKS	Backup Material
FY22 Contract - EDTAP - FAMIKS	Backup Material
FY22 Contract - EMPL - BW	Backup Material
FY22 Contract - RGP - BW	Backup Material
FY22 Contract - RGP - FAMIKS	Backup Material

STATE OF NORTH CAROLINA COUNTY OF CUMBERLAND

THIS AGREEMENT, hereinafter known as the 5310 AGREEMENT, made and entered into by and between the County of Cumberland (hereinafter referred to as COUNTY), and B & W TRANSPORTING, Inc. (hereinafter referred to as VENDOR).

WITNESSETH

WHEREAS, the COUNTY has developed a plan for Coordination of Transportation for Human Services; and

WHEREAS, the COUNTY was awarded federal funds through the Federal Transit Administration's Section 5310 Program with the understanding that such funds are to be used pursuant to the purposes set forth in the Agreement, herein incorporated by reference.

NOW THEREFORE, in consideration of the mutual benefits to be derived herefrom, VENDOR hereby agrees to provide service to a segment of the COUNTY'S client population through the Cumberland County Community Transportation Program under the following terms and conditions:

1. The rate shall be TWENTY FOUR DOLLARS and ZERO CENTS (\$24.00) per passenger unit of service. The rate shall not be renegotiated during the period of the contract for any reason. For the purpose of this contract a unit is defined as each and every time a passenger boards a vehicle at a location and alights at another location within Cumberland County.

VENDOR will collect a flat rate fare of TWO DOLLARS and FIFTY CENTS (\$2.50) per one-way trip per passenger trip. Upon embarking, each passenger shall pay such fare and sign the trip log. VENDOR will collect, count and record daily fare box revenue. Fares collected will be applied to meet the local match requirement. VENDOR shall retain the fares which will be subtracted from the unit rate when invoicing the COUNTY. Fare logs missing signatures for invoiced trips may result in non-payment by the COUNTY.

- 2. In cases of cancellation, the Community Transportation Program requires transportation requests to be canceled at least one (1) hour prior to pickup to avoid charges for these units. Any trip attempted but on which the client does not travel is coded as a "no-show". A record of no shows and cancellations shall be kept by VENDOR, and delineated on the billing as such. The COUNTY shall not reimburse VENDOR for no-shows. No-shows and cancellations shall be reported by VENDOR to the Transportation Program Coordinator by the end of the week.
- 3. The COUNTY will pay VENDOR after verification of invoices by the Transportation Program Coordinator. The total amount shall not exceed ONE HUNDRED AND TWENTY FIVE THOUSAND DOLLARS AND ZERO CENTS (\$125,000.00) as approved by the Cumberland County Transportation Advisory Board. VENDOR is responsible for working with the AGENCY to monitor the budget as trips are made. The County shall not make any payment for expenditures in excess of the contract amount (\$125,000.00).
- 4. VENDOR shall maintain invoices and trip logs for all work performed under this contract. VENDOR shall submit on a monthly basis to the Transportation Program Coordinator the following information for services provided hereunder:
 - a. List of clients served
 - b. Dates of units served
 - c. Number of no-shows / cancellations
 - d. Fare revenue log
 - e. Mileage / trip run logs

- 5. VENDOR shall submit an invoice to the Transportation Program Coordinator by the fifth of the month following provision of service. If no discrepancies are reported, invoices shall be submitted within ten days to the Cumberland County Finance Department for payment. Checks will be issued according to the Cumberland County Finance Department check issuance schedule. Submission of invoices after the fifth of the month shall result in later payment dates.
- 6. In accordance with Federal Transit Administration (FTA) regulation 49 CFR Part 40 and 49 CFR Part 655, the Cumberland County Transportation Advisory Board (TAB) has adopted a drug and alcohol policy applicable to transportation service, which policy is incorporated herein by reference. VENDOR agrees to adhere to all aspects of the drug and alcohol testing program. Furthermore, VENDOR agrees to abide by any and all revisions to 49 CFR Part 40 and 49 CFR Part 655 as they are issued by FTA. Changes to 49 CFR Part 40 and 49 CFR Part 655 shall not effect the continuing validity or enforceability of this contract nor shall changes require contract modification.
- 7. All driver drug and alcohol testing will be completed through a testing site approved by the Transportation Program Coordinator. US Healthworks is the current approved site. The Transportation Program Coordinator will randomly select drivers annually to complete the DOT approved drug and alcohol testing. Testing is to be strictly applied to all safety sensitive employees of VENDOR for pre-employment, random, reasonable suspicion, post-accident, and return-to-duty testing.
- 8. On a quarterly basis, beginning July 1, 2021 and ending June 30, 2022, VENDOR shall submit an invoice to the Transportation Program Coordinator requesting reimbursement for the cost of its drug and alcohol testing required hereunder. Included in this request must be an original VENDOR invoice for the total cost for drug and alcohol testing during the reimbursement period and copies of all invoices received by VENDOR for drug and alcohol testing. The COUNTY will then request reimbursement for the cost of drug and alcohol testing from the North Carolina Department of Transportation Public Transportation Division. Reimbursement will be at the rate of 85% (0.85) of allowable charges. The COUNTY will issue a check to VENDOR promptly after the COUNTY receives such reimbursement.

If the grants or appropriation of funds to provide drug and alcohol testing reimbursement are lawfully reduced, terminated, or not executed, the COUNTY, at its option, may terminate Paragraph Eight of this contract and shall give VENDOR fifteen (15) days prior written notice of termination. Following the effective date of such termination, the COUNTY shall have no further obligation to make any payments. However, VENDOR must continue to follow drug testing and training procedures.

- 9. Services will normally be provided Monday through Friday between the hours of 5:00 am to 8:00 pm. Transportation services shall not end until all client trips have been completed. Transportation will be provided on all holidays except Christmas and New Year's Day.
- 10. VENDOR shall only undertake those trips and transport those passengers as authorized by the AGENCY and/or the Transportation Program Coordinator. AGENCY will notify VENDOR of reservations for demand-response trips and changes to subscription trips one business day prior by 3:00 pm. Payment for trips scheduled by individual clients shall not be covered or reimbursed under this contract.
- 11. The transport company will wait ten (10) minutes for the client to show. After that time, the client will be counted as a no-show.

- 12. The driver will assist handicapped clients if necessary. VENDOR must comply with the American with Disabilities Act as amended from time to time. VENDOR shall have sufficient vehicles to transport wheelchair clients. No totally incapacitated clients shall be served pursuant to this contract. VENDOR will not supply escorts, but must allow the passenger an escort if so requested. The escort must board and exit at the same location as the eligible client. Neither the escort, nor the AGENCY, may be charged for the escort.
- 13. Any and all information regarding a client of the Community Transportation Program is strictly confidential. Information shall not be released to any party in any form without authorization of the individual, the AGENCY and/or the Transportation Program Coordinator.
- 14. All drivers must be properly licensed in the State of North Carolina, have three years driving experience, and be at least 21 years of age. All drivers must have a good driving record for the preceding three years. A written driving record from the State Motor Vehicles Division must be submitted to the Transportation Program Coordinator annually for each driver. Additionally, all drivers who may operate vehicles of 15 or more passengers must possess a Commercial Driver's License with a Passenger endorsement.
- 15. All drivers shall, at all times while on duty in the performance of the services required herein, be neatly and cleanly dressed and maintain a courteous and cooperative attitude in their contact with the public. All drivers shall have an identification badge in plain view so that clients can easily recognize them. Drivers will not be permitted to smoke or use smokeless tobacco inside the vehicles at any time.
- 16. VENDOR employees and drivers providing service to AGENCY clients shall be certified in basic Red Cross First Aid and CPR. Copies of Red Cross certification must be provided to the Transportation Program Coordinator.
- 17. All drivers must receive the following training through programs approved by the Community Transportation Program and provide proof of successful completion to the Transportation Program Coordinator within thirty days of completion. VENDOR will be responsible for meeting training requirements on the following subjects:
 - First Aid Training and CPR
 - OSHA Bloodborne Pathogens Training
 - ADA Sensitivity Training

- Drug & Alcohol Training
- ADA Equipment and Safety Training
- Defensive Driving Training

All costs associated with employee training will be the responsibility of VENDOR. VENDOR is responsible for ensuring that each driver is properly acquainted with the requirements of the program and his/her responsibilities as a driver. The Community Transportation Program requires that all training must be completed prior to any given driver begins providing service pursuant to this contract. Annual refresher training is required for all drivers.

18. VENDOR shall ensure law enforcement and other proper authorities will be contacted in cases of accident, injury or traffic violation. VENDOR must contact the Transportation Program Coordinator immediately, and the driver must be sent for drug and alcohol testing immediately. VENDOR must submit a written report to the Transportation Program Coordinator describing any such event within 48 hours of the event. Included with this report shall also be a copy of the police report if applicable. In cases of injury always dial 911 and seek medical assistance.

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

VENDOR shall ensure that all drivers are familiar with and follow the guidelines located in the Cumberland County System Safety Program Plan.

- 20. VENDOR shall take appropriate action to prevent or minimize inconvenience experienced by clients and to ensure their safety and comfort. In the event of a service disruption or delay that would prevent a scheduled pick-up, VENDOR is expected to respond appropriately in accordance with a contingency plan.
- 21. Vehicles are the responsibility of VENDOR. All aspects of maintenance, repair, fuel costs, lease or note payment, cleaning, insurance, etc. are the responsibility of VENDOR. All vehicles used by VENDOR for the purposes of supplying transportation services for this contract must be owned or leased by VENDOR. All vehicles must be clearly marked with VENDOR's name and phone number as to allow passengers to identify the vehicles.

At minimum, VENDOR is required to have six vehicles available for use of this program. At least four of those vehicles must have a wheelchair lift or be handicapped accessible. The contractor must have at their immediate disposal two backup vehicles. The COUNTY reserves the right to inspect vehicles for adequacy at announced or unannounced times.

VENDOR shall comply with all scheduled maintenance so that all vehicles used for this program are at a minimum in accordance with the manufacturer's specifications and/or in accordance with the State's vehicle maintenance standards.

22. VENDOR shall perform daily pre-trip and post-trip safety inspections on all vehicles. Vehicles failing the daily inspection will not be used in service until the reason for failure is corrected. The Community Transportation Program reserves the right to insure that vehicles are being maintained properly and are in safe operating condition. For passenger comfort, the heating and air-conditioning units of all vehicles must be kept in proper working order. VENDOR shall keep vehicles clean inside and out. All vehicle exteriors shall be washed weekly and interiors cleaned on a daily basis.

The Community Transportation Program may inspect vehicles at any reasonable time and may bar a vehicle from service until problem(s) are corrected. All service records will be kept for all vehicles for a minimum of 5 years and will be made available to the Transportation Program Coordinator on request.

- 23. VENDOR shall ensure all vehicles are properly registered and inspected by the state and have a current inspection sticker. VENDOR shall provide proof of current registration and inspections annually to the Transportation Program Coordinator for all vehicles.
- 24. VENDOR shall maintain adequate insurance (\$1.5M for vehicles with a seating capacity of 15 passengers or less or \$5M for vehicles with a seating capacity of 16 passengers or more) as required by the State of North Carolina covering comprehensive, general liability, commercial automobile, and worker's compensation insurance to protect against the perils of bodily and personal injury and property damage and such liabilities as

are imposed or required to be insured against by law. VENDOR shall provide proof of current insurance annually to the Transportation Program Coordinator.

- 25. The Transportation Program Coordinator shall determine and document eligibility for service under the guidelines for service of its applicable funding sources. No fees shall be charged to individuals determined to be eligible unless expressly authorized in this contract.
- 26. VENDOR and all personnel acting for it may not solicit or accept any tips or gifts of any kind. If a passenger would like to contribute to the AGENCY's program, he/she may do so by contacting the Community Transportation Program directly.
- 27. Any disputes relating to this agreement shall be referred to the Cumberland County Transportation Advisory Board for final resolution.
- 28. VENDOR will verbally inform the Transportation Program Coordinator by the end of the workday if feasible, and no later than the start of the next day, of any complaints received. VENDOR shall provide a written report, when requested, to the Transportation Program Coordinator within 24 hours, containing a brief description of the complaint, as well as a proposed plan detailing steps that can be taken to avoid the occurrence of a complaint-producing incident in the future.
- 29. Cumberland County, the Community Transportation Program, the NCDOT and USDOT, or their designee(s) may at any time perform audits of the financial books, records, and accounts of VENDOR. VENDOR agrees to preserve, and to cause any subcontractor to preserve and make available, for a period of five years after the completion of a contract, any and all financial, operations, administrative, and maintenance records pertaining to this contract.

If any overpayment is uncovered in such an audit, it may be charged against VENDOR future invoices. The Community Transportation Program may withhold payment for services which failed to meet service specifications or are otherwise questionable.

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

B & W Transporting, Inc. Barbara Canady President PO Box 40404 Fayetteville, NC 28309 (910) 309-3819 Community Transportation Program Ifetayo Farrakhan
Transportation Program Coordinator
130 Gillespie Street
Fayetteville, NC 28301
(910) 678-7624

- 31. INDEMNIFICATION: VENDOR shall indemnify and hold harmless the COUNTY from any and all liability, loss, or damage which may arise in the provision of said service due to the action or inaction of VENDOR or its agents.
- 32. NOTICE OF TERMINATION: This contract may be terminated by either party upon thirty (30) days prior written notice. In the event of termination prior to the normal expiration date of this Agreement, the COUNTY shall pay VENDOR the cost of

transportation provided to AGENCY clients through and including midnight of the day of termination.

- 33. NOTICE OF MODIFICATION: This contract may be amended only in writing signed by each party.
- 34. NOTICE OF TERM: This contract shall be in effect from July 1, 2021 to June 30, 2022.
- 35. NON-APPROPRIATION CLAUSE: This agreement is subject to and contingent upon appropriation of funds for fiscal years subsequent to FY2021-2022.
- 36. ASSIGNMENT CLAUSE: Neither of the parties may assign all or part of its rights under this Agreement, or delegate any performance hereunder or subcontract, without first obtaining the other party's written approval thereof.
- 37. SEVERABILITY: If any provision of this Agreement, or any portion thereof, is held unenforceable or invalid by any Court of competent jurisdiction, the validity or enforceability of the remaining provisions, or portions thereof, shall not be affected thereby and shall remain in full force and effect.
- 38. WAIVER CLAUSE: If either party shall waive any breach of any term, covenant, or condition of this Agreement, it shall not be deemed a waiver of any subsequent breach hereof.
- 39. BINDING EFFECT: This Agreement shall be binding upon and inure to the benefit of the successors, legal representatives, and assigns of the parties hereto, subject to the restrictions herein on assignment.
- 40. ENFORCEABILITY CLAUSE: This Agreement shall be governed by the internal laws of the State of North Carolina without regard to the conflict of laws provisions thereof. The parties agree that North Carolina courts shall have jurisdiction over any disputes arising out of this Agreement and that venue is shall be in Cumberland County, North Carolina.
- 41. If the grant or appropriation of funds to conduct and administer the present program are lawfully reduced, terminated, or not executed, the COUNTY, at its option, may terminate this contract and shall give VENDOR fifteen (15) days prior written notice of a reduction, termination, or decision not to execute the grant for the scheduled program. Following the effective date of such termination, the COUNTY shall have no further obligation to make any payments.
- 42. The CUMBERLAND COUNTY COMMUNITY TRANSPORTATION PROGRAM REQUEST FOR PROPOSAL, B & W TRANSPORTING, INC. PROPOSAL, and the CUMBERLAND COUNTY SYSTEM SAFETY PROGRAM PLAN are hereby incorporated by reference, including all stated federal and state requirements and certifications.

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CONTRACT FOR SERVICES FISCAL YEAR 2022

IN TESTIMONY WHEREOF, the parties hereto have executed this Contract, by their respective duly authorized representatives, in duplicate originals, one of which is retained by each of the parties, effective the 1st day of July, 2021.

ATTEST	COUNTY OF CUMBERLAND
BY:	BY:
Candice White	Charles Evans
Clerk	Chair, Board of Commissioners
ATTEST	B & W TRANSPORTING, INC.
BY:	BY:
Witness	Barbara Canady
	President
This inchusional has been as	
This instrument has been pre- audited in the manner required by	
the Local Government Budget and	
Fiscal Control Act.	Approved for Legal Sufficiency
BY:	BY:
Vickie Evans	
County Finance Director	County Attorney

STATE OF NORTH CAROLINA COUNTY OF CUMBERLAND

THIS AGREEMENT, hereinafter known as the 5310 AGREEMENT, made and entered into by and between the County of Cumberland (hereinafter referred to as COUNTY), and FAMIKS TRANSPORT, Inc. (hereinafter referred to as VENDOR).

WITNESSETH

WHEREAS, the COUNTY has developed a plan for Coordination of Transportation for Human Services; and

WHEREAS, the COUNTY was awarded federal funds through the Federal Transit Administration's Section 5310 Program with the understanding that such funds are to be used pursuant to the purposes set forth in the Agreement, herein incorporated by reference.

NOW THEREFORE, in consideration of the mutual benefits to be derived herefrom, VENDOR hereby agrees to provide service to a segment of the COUNTY'S client population through the Cumberland County Community Transportation Program under the following terms and conditions:

1. The rate shall be TWENTY FOUR DOLLARS and FIFTY CENTS (\$24.50) per passenger unit of service. The rate shall not be renegotiated during the period of the contract for any reason. For the purpose of this contract a unit is defined as each and every time a passenger boards a vehicle at a location and alights at another location within Cumberland County.

VENDOR will collect a flat rate fare of TWO DOLLARS and FIFTY CENTS (\$2.50) per one-way trip per passenger trip. Upon embarking, each passenger shall pay such fare and sign the trip log. VENDOR will collect, count and record daily fare box revenue. Fares collected will be applied to meet the local match requirement. VENDOR shall retain the fares which will be subtracted from the unit rate when invoicing the COUNTY. Fare logs missing signatures for invoiced trips may result in non-payment by the COUNTY.

- 2. In cases of cancellation, the Community Transportation Program requires transportation requests to be canceled at least one (1) hour prior to pickup to avoid charges for these units. Any trip attempted but on which the client does not travel is coded as a "no-show". A record of no shows and cancellations shall be kept by VENDOR, and delineated on the billing as such. The COUNTY shall not reimburse VENDOR for no-shows. No-shows and cancellations shall be reported by VENDOR to the Transportation Program Coordinator by the end of the week.
- 3. The COUNTY will pay VENDOR after verification of invoices by the Transportation Program Coordinator. The total amount shall not exceed ONE HUNDRED AND TWENTY FIVE THOUSAND DOLLARS AND ZERO CENTS (\$125,000.00) as approved by the Cumberland County Transportation Advisory Board. VENDOR is responsible for working with the AGENCY to monitor the budget as trips are made. The County shall not make any payment for expenditures in excess of the contract amount (\$125,000.00).
- 4. VENDOR shall maintain invoices and trip logs for all work performed under this contract. VENDOR shall submit on a monthly basis to the Transportation Program Coordinator the following information for services provided hereunder:
 - a. List of clients served
 - b. Dates of units served
 - c. Number of no-shows / cancellations
 - d. Fare revenue log
 - e. Mileage / trip run logs

- 5. VENDOR shall submit an invoice to the Transportation Program Coordinator by the fifth of the month following provision of service. If no discrepancies are reported, invoices shall be submitted within ten days to the Cumberland County Finance Department for payment. Checks will be issued according to the Cumberland County Finance Department check issuance schedule. Submission of invoices after the fifth of the month shall result in later payment dates.
- 6. In accordance with Federal Transit Administration (FTA) regulation 49 CFR Part 40 and 49 CFR Part 655, the Cumberland County Transportation Advisory Board (TAB) has adopted a drug and alcohol policy applicable to transportation service, which policy is incorporated herein by reference. VENDOR agrees to adhere to all aspects of the drug and alcohol testing program. Furthermore, VENDOR agrees to abide by any and all revisions to 49 CFR Part 40 and 49 CFR Part 655 as they are issued by FTA. Changes to 49 CFR Part 40 and 49 CFR Part 655 shall not effect the continuing validity or enforceability of this contract nor shall changes require contract modification.
- 7. All driver drug and alcohol testing will be completed through a testing site approved by the Transportation Program Coordinator. US Healthworks is the current approved site. The Transportation Program Coordinator will randomly select drivers annually to complete the DOT approved drug and alcohol testing. Testing is to be strictly applied to all safety sensitive employees of VENDOR for pre-employment, random, reasonable suspicion, post-accident, and return-to-duty testing.
- 8. On a quarterly basis, beginning July 1, 2021 and ending June 30, 2022, VENDOR shall submit an invoice to the Transportation Program Coordinator requesting reimbursement for the cost of its drug and alcohol testing required hereunder. Included in this request must be an original VENDOR invoice for the total cost for drug and alcohol testing during the reimbursement period and copies of all invoices received by VENDOR for drug and alcohol testing. The COUNTY will then request reimbursement for the cost of drug and alcohol testing from the North Carolina Department of Transportation Public Transportation Division. Reimbursement will be at the rate of 85% (0.85) of allowable charges. The COUNTY will issue a check to VENDOR promptly after the COUNTY receives such reimbursement.

If the grants or appropriation of funds to provide drug and alcohol testing reimbursement are lawfully reduced, terminated, or not executed, the COUNTY, at its option, may terminate Paragraph Eight of this contract and shall give VENDOR fifteen (15) days prior written notice of termination. Following the effective date of such termination, the COUNTY shall have no further obligation to make any payments. However, VENDOR must continue to follow drug testing and training procedures.

- 9. Services will normally be provided Monday through Friday between the hours of 5:00 am to 8:00 pm. Transportation services shall not end until all client trips have been completed. Transportation will be provided on all holidays except Christmas and New Year's Day.
- 10. VENDOR shall only undertake those trips and transport those passengers as authorized by the AGENCY and/or the Transportation Program Coordinator. AGENCY will notify VENDOR of reservations for demand-response trips and changes to subscription trips one business day prior by 3:00 pm. Payment for trips scheduled by individual clients shall not be covered or reimbursed under this contract.
- 11. The transport company will wait ten (10) minutes for the client to show. After that time, the client will be counted as a no-show.

- 12. The driver will assist handicapped clients if necessary. VENDOR must comply with the American with Disabilities Act as amended from time to time. VENDOR shall have sufficient vehicles to transport wheelchair clients. No totally incapacitated clients shall be served pursuant to this contract. VENDOR will not supply escorts, but must allow the passenger an escort if so requested. The escort must board and exit at the same location as the eligible client. Neither the escort, nor the AGENCY, may be charged for the escort.
- 13. Any and all information regarding a client of the Community Transportation Program is strictly confidential. Information shall not be released to any party in any form without authorization of the individual, the AGENCY and/or the Transportation Program Coordinator.
- 14. All drivers must be properly licensed in the State of North Carolina, have three years driving experience, and be at least 21 years of age. All drivers must have a good driving record for the preceding three years. A written driving record from the State Motor Vehicles Division must be submitted to the Transportation Program Coordinator annually for each driver. Additionally, all drivers who may operate vehicles of 15 or more passengers must possess a Commercial Driver's License with a Passenger endorsement.
- 15. All drivers shall, at all times while on duty in the performance of the services required herein, be neatly and cleanly dressed and maintain a courteous and cooperative attitude in their contact with the public. All drivers shall have an identification badge in plain view so that clients can easily recognize them. Drivers will not be permitted to smoke or use smokeless tobacco inside the vehicles at any time.
- 16. VENDOR employees and drivers providing service to AGENCY clients shall be certified in basic Red Cross First Aid and CPR. Copies of Red Cross certification must be provided to the Transportation Program Coordinator.
- 17. All drivers must receive the following training through programs approved by the Community Transportation Program and provide proof of successful completion to the Transportation Program Coordinator within thirty days of completion. VENDOR will be responsible for meeting training requirements on the following subjects:
 - First Aid Training and CPR
 - OSHA Bloodborne Pathogens Training
 - ADA Sensitivity Training

- Drug & Alcohol Training
- ADA Equipment and Safety Training
- Defensive Driving Training

All costs associated with employee training will be the responsibility of VENDOR. VENDOR is responsible for ensuring that each driver is properly acquainted with the requirements of the program and his/her responsibilities as a driver. The Community Transportation Program requires that all training must be completed prior to any given driver begins providing service pursuant to this contract. Annual refresher training is required for all drivers.

18. VENDOR shall ensure law enforcement and other proper authorities will be contacted in cases of accident, injury or traffic violation. VENDOR must contact the Transportation Program Coordinator immediately, and the driver must be sent for drug and alcohol testing immediately. VENDOR must submit a written report to the Transportation Program Coordinator describing any such event within 48 hours of the event. Included with this report shall also be a copy of the police report if applicable. In cases of injury always dial 911 and seek medical assistance.

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

VENDOR shall ensure that all drivers are familiar with and follow the guidelines located in the Cumberland County System Safety Program Plan.

- 20. VENDOR shall take appropriate action to prevent or minimize inconvenience experienced by clients and to ensure their safety and comfort. In the event of a service disruption or delay that would prevent a scheduled pick-up, VENDOR is expected to respond appropriately in accordance with a contingency plan.
- 21. Vehicles are the responsibility of VENDOR. All aspects of maintenance, repair, fuel costs, lease or note payment, cleaning, insurance, etc. are the responsibility of VENDOR. All vehicles used by VENDOR for the purposes of supplying transportation services for this contract must be owned or leased by VENDOR. All vehicles must be clearly marked with VENDOR's name and phone number as to allow passengers to identify the vehicles.

At minimum, VENDOR is required to have six vehicles available for use of this program. At least four of those vehicles must have a wheelchair lift or be handicapped accessible. The contractor must have at their immediate disposal two backup vehicles. The COUNTY reserves the right to inspect vehicles for adequacy at announced or unannounced times.

VENDOR shall comply with all scheduled maintenance so that all vehicles used for this program are at a minimum in accordance with the manufacturer's specifications and/or in accordance with the State's vehicle maintenance standards.

22. VENDOR shall perform daily pre-trip and post-trip safety inspections on all vehicles. Vehicles failing the daily inspection will not be used in service until the reason for failure is corrected. The Community Transportation Program reserves the right to insure that vehicles are being maintained properly and are in safe operating condition. For passenger comfort, the heating and air-conditioning units of all vehicles must be kept in proper working order. VENDOR shall keep vehicles clean inside and out. All vehicle exteriors shall be washed weekly and interiors cleaned on a daily basis.

The Community Transportation Program may inspect vehicles at any reasonable time and may bar a vehicle from service until problem(s) are corrected. All service records will be kept for all vehicles for a minimum of 5 years and will be made available to the Transportation Program Coordinator on request.

- 23. VENDOR shall ensure all vehicles are properly registered and inspected by the state and have a current inspection sticker. VENDOR shall provide proof of current registration and inspections annually to the Transportation Program Coordinator for all vehicles.
- 24. VENDOR shall maintain adequate insurance (\$1.5M for vehicles with a seating capacity of 15 passengers or less or \$5M for vehicles with a seating capacity of 16 passengers or more) as required by the State of North Carolina covering comprehensive, general liability, commercial automobile, and worker's compensation insurance to protect against the perils of bodily and personal injury and property damage and such liabilities as

are imposed or required to be insured against by law. VENDOR shall provide proof of current insurance annually to the Transportation Program Coordinator.

- 25. The Transportation Program Coordinator shall determine and document eligibility for service under the guidelines for service of its applicable funding sources. No fees shall be charged to individuals determined to be eligible unless expressly authorized in this contract.
- 26. VENDOR and all personnel acting for it may not solicit or accept any tips or gifts of any kind. If a passenger would like to contribute to the AGENCY's program, he/she may do so by contacting the Community Transportation Program directly.
- 27. Any disputes relating to this agreement shall be referred to the Cumberland County Transportation Advisory Board for final resolution.
- 28. VENDOR will verbally inform the Transportation Program Coordinator by the end of the workday if feasible, and no later than the start of the next day, of any complaints received. VENDOR shall provide a written report, when requested, to the Transportation Program Coordinator within 24 hours, containing a brief description of the complaint, as well as a proposed plan detailing steps that can be taken to avoid the occurrence of a complaint-producing incident in the future.
- 29. Cumberland County, the Community Transportation Program, the NCDOT and USDOT, or their designee(s) may at any time perform audits of the financial books, records, and accounts of VENDOR. VENDOR agrees to preserve, and to cause any subcontractor to preserve and make available, for a period of five years after the completion of a contract, any and all financial, operations, administrative, and maintenance records pertaining to this contract.

If any overpayment is uncovered in such an audit, it may be charged against VENDOR future invoices. The Community Transportation Program may withhold payment for services which failed to meet service specifications or are otherwise questionable.

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

FAMIKS Transport, Inc. Ebou Sankareh President 119 Harvest Lane Raeford, NC 28376 (910) 322-1427 Community Transportation Program Ifetayo Farrakhan
Transportation Program Coordinator
130 Gillespie Street
Fayetteville, NC 28301
(910) 678-7624

- 31. INDEMNIFICATION: VENDOR shall indemnify and hold harmless the COUNTY from any and all liability, loss, or damage which may arise in the provision of said service due to the action or inaction of VENDOR or its agents.
- 32. NOTICE OF TERMINATION: This contract may be terminated by either party upon thirty (30) days prior written notice. In the event of termination prior to the normal expiration date of this Agreement, the COUNTY shall pay VENDOR the cost of

transportation provided to AGENCY clients through and including midnight of the day of termination.

- 33. NOTICE OF MODIFICATION: This contract may be amended only in writing signed by each party.
- 34. NOTICE OF TERM: This contract shall be in effect from July 1, 2021 to June 30, 2022.
- 35. NON-APPROPRIATION CLAUSE: This agreement is subject to and contingent upon appropriation of funds for fiscal years subsequent to FY2021-2022.
- 36. ASSIGNMENT CLAUSE: Neither of the parties may assign all or part of its rights under this Agreement, or delegate any performance hereunder or subcontract, without first obtaining the other party's written approval thereof.
- 37. SEVERABILITY: If any provision of this Agreement, or any portion thereof, is held unenforceable or invalid by any Court of competent jurisdiction, the validity or enforceability of the remaining provisions, or portions thereof, shall not be affected thereby and shall remain in full force and effect.
- 38. WAIVER CLAUSE: If either party shall waive any breach of any term, covenant, or condition of this Agreement, it shall not be deemed a waiver of any subsequent breach hereof.
- 39. BINDING EFFECT: This Agreement shall be binding upon and inure to the benefit of the successors, legal representatives, and assigns of the parties hereto, subject to the restrictions herein on assignment.
- 40. ENFORCEABILITY CLAUSE: This Agreement shall be governed by the internal laws of the State of North Carolina without regard to the conflict of laws provisions thereof. The parties agree that North Carolina courts shall have jurisdiction over any disputes arising out of this Agreement and that venue is shall be in Cumberland County, North Carolina.
- 41. If the grant or appropriation of funds to conduct and administer the present program are lawfully reduced, terminated, or not executed, the COUNTY, at its option, may terminate this contract and shall give VENDOR fifteen (15) days prior written notice of a reduction, termination, or decision not to execute the grant for the scheduled program. Following the effective date of such termination, the COUNTY shall have no further obligation to make any payments.
- 42. The CUMBERLAND COUNTY COMMUNITY TRANSPORTATION PROGRAM REQUEST FOR PROPOSAL, FAMIKS TRANSPORT, INC. PROPOSAL, and the CUMBERLAND COUNTY SYSTEM SAFETY PROGRAM PLAN are hereby incorporated by reference, including all stated federal and state requirements and certifications.

6 of 7

CONTRACT FOR SERVICES FISCAL YEAR 2022

IN TESTIMONY WHEREOF, the parties hereto have executed this Contract, by their respective duly authorized representatives, in duplicate originals, one of which is retained by each of the parties, effective the 1st day of July 1, 2021.

ATTEST	COUNTY OF CUMBERLAND
BY:	BY:
Candice White	Charles Evans
Clerk	Chair, Board of Commissioners
ATTEST	FAMIKS TRANSPORT, INC.
BY:	BY:
Witness	Ebou Sankareh
Without	President
This instrument has been pre-	
audited in the manner required by	
the Local Government Budget and Fiscal Control Act.	Approved for Logal Cufficiency
riscal Colition Act.	Approved for Legal Sufficiency
BY:	BY:
Vickie Evans	
County Finance Director	County Attorney

THIS AGREEMENT, hereinafter known as the AAA GENERAL AGREEMENT, made and entered into by and between the County of Cumberland (hereinafter referred to as COUNTY), and B & W Transporting, Incorporated. (hereinafter referred to as VENDOR).

WITNESSETH

WHEREAS, the COUNTY has developed a plan for Coordination of Transportation for Human Services; and

WHEREAS, this agreement will provide services for the Community Transportation Program (hereinafter referred to as AGENCY).

WHEREAS, transportation assistance is provided with funding from the Home and Community Care Block Grant, administered by the North Carolina Division of Aging and Adult Services, through the Mid-Carolina Area Agency on Aging, for clients of the Cumberland County Community Transportation Program for trips necessary to access Mid-Carolina Area on Aging registered nutrition sites within Cumberland County.

NOW THEREFORE, in consideration of the mutual benefits to be derived herefrom, VENDOR hereby agrees to provide service to a segment of the COUNTY'S client population through the Cumberland County Community Transportation Program under the following terms and conditions:

- 1. The rate shall be SIXTEEN DOLLARS and SEVENTY FIVE CENTS (\$16.75) per passenger unit of service. The rate shall not be renegotiated during the period of the contract for any reason. For the purpose of this contract a unit is defined as each and every time a passenger boards a vehicle at a location and alights at another location within Cumberland County.
- 2. In cases of cancellation, the Community Transportation Program requires transportation requests to be canceled at least one (1) hour prior to pickup to avoid charges for these units. Any trip attempted but on which the client does not travel is coded as a "no-show". A record of no shows and cancellations shall be kept by VENDOR, and delineated on the billing as such. The COUNTY shall not reimburse VENDOR for no-shows. No-shows and cancellations shall be reported by VENDOR to the Transportation Program Coordinator by the end of the week.
- 3. The COUNTY will pay VENDOR after verification of invoices by the Transportation Program Coordinator. The total amount shall not exceed FORTY NINE THOUSAND EIGHT HUNDRED SEVENTY THREE DOLLARS AND ZERO CENTS (\$49,873.00) as approved by the Cumberland County Transportation Advisory Board. VENDOR is responsible for working with the AGENCY to monitor the budget as trips are made. The County shall not make any payment for expenditures in excess of the contract amount (\$49,873.00).
- 4. VENDOR shall maintain invoices and trip logs for all work performed under this contract. VENDOR shall submit on a monthly basis to the Transportation Program Coordinator the following information for services provided hereunder:
 - a. List of clients served
 - b. Dates of units served
 - c. Number of no-shows / cancellations
 - d. Mileage / trip run logs

- 5. VENDOR shall submit an invoice to the Transportation Program Coordinator by the fifth of the month following provision of service. If no discrepancies are reported, invoices shall be submitted within ten days to the Cumberland County Finance Department for payment. Checks will be issued according to the Cumberland County Finance Department check issuance schedule. Submission of invoices after the fifth of the month shall result in later payment dates.
- 6. In accordance with Federal Transit Administration (FTA) regulation 49 CFR Part 40 and 49 CFR Part 655, the Cumberland County Transportation Advisory Board (TAB) has adopted a drug and alcohol policy applicable to transportation service, which policy is incorporated herein by reference. VENDOR agrees to adhere to all aspects of the drug and alcohol testing program. Furthermore, VENDOR agrees to abide by any and all revisions to 49 CFR Part 40 and 49 CFR Part 655 as they are issued by FTA. Changes to 49 CFR Part 40 and 49 CFR Part 655 shall not effect the continuing validity or enforceability of this contract nor shall changes require contract modification.
- 7. All driver drug and alcohol testing will be completed through a testing site approved by the Transportation Program Coordinator. US Healthworks is the current approved site. The Transportation Program Coordinator will randomly select drivers annually to complete the DOT approved drug and alcohol testing. Testing is to be strictly applied to all safety sensitive employees of VENDOR for pre-employment, random, reasonable suspicion, post-accident, and return-to-duty testing.
- 8. On a quarterly basis, beginning July 1, 2021 and ending June 30, 2022, VENDOR shall submit an invoice to the Transportation Program Coordinator requesting reimbursement for the cost of its drug and alcohol testing required hereunder. Included in this request must be an original VENDOR invoice for the total cost for drug and alcohol testing during the reimbursement period and copies of all invoices received by VENDOR for drug and alcohol testing. The COUNTY will then request reimbursement for the cost of drug and alcohol testing from the North Carolina Department of Transportation Public Transportation Division. Reimbursement will be at the rate of 85% (0.85) of allowable charges. The COUNTY will issue a check to VENDOR promptly after the COUNTY receives such reimbursement.

If the grants or appropriation of funds to provide drug and alcohol testing reimbursement are lawfully reduced, terminated, or not executed, the COUNTY, at its option, may terminate Paragraph Eight of this contract and shall give VENDOR fifteen (15) days prior written notice of termination. Following the effective date of such termination, the COUNTY shall have no further obligation to make any payments. However, VENDOR must continue to follow drug testing and training procedures.

- 9. Services will normally be provided Monday through Friday between the hours of 8:00 am to 5:00 pm. Transportation services shall not end until all client trips have been completed. Transportation will be provided on all holidays except Christmas and New Year's Day.
- 10. VENDOR shall only undertake those trips and transport those passengers as authorized by the AGENCY and/or the Transportation Program Coordinator. AGENCY will notify VENDOR of reservations for demand-response trips and changes to subscription trips one business day prior by 3:00 pm. Payment for trips scheduled by individual clients shall not be covered or reimbursed under this contract.
- 11. The transport company will wait ten (10) minutes for the client to show. After that time, the client will be counted as a no-show.

- 12. The driver will assist handicapped clients if necessary. VENDOR must comply with the American with Disabilities Act as amended from time to time. VENDOR shall have sufficient vehicles to transport wheelchair clients. No totally incapacitated clients shall be served pursuant to this contract. VENDOR will not supply escorts, but must allow the passenger an escort if so requested. The escort must board and exit at the same location as the eligible client. Neither the escort, nor the AGENCY, may be charged for the escort.
- 13. Any and all information regarding a client of the Community Transportation Program is strictly confidential. Information shall not be released to any party in any form without authorization of the individual, the AGENCY and/or the Transportation Program Coordinator.
- 14. All drivers must be properly licensed in the State of North Carolina, have three years driving experience, and be at least 21 years of age. All drivers must have a good driving record for the preceding three years. A written driving record from the State Motor Vehicles Division must be submitted to the Transportation Program Coordinator annually for each driver. Additionally, all drivers who may operate vehicles of 15 or more passengers must possess a Commercial Driver's License with a Passenger endorsement.
- 15. All drivers shall, at all times while on duty in the performance of the services required herein, be neatly and cleanly dressed and maintain a courteous and cooperative attitude in their contact with the public. All drivers shall have an identification badge in plain view so that clients can easily recognize them. All drivers are required to wear ANSI Class 2 Vests at all times. Drivers will not be permitted to smoke or use smokeless tobacco inside the vehicles at any time.
- 16. VENDOR employees and drivers providing service to AGENCY clients shall be certified in basic Red Cross First Aid and CPR. Copies of Red Cross certification must be provided to the Transportation Program Coordinator.
- 17. All drivers must receive the following training through programs approved by the Community Transportation Program and provide proof of successful completion to the Transportation Program Coordinator within thirty days of completion. VENDOR will be responsible for meeting training requirements on the following subjects:
 - First Aid Training and CPR
 - OSHA Bloodborne Pathogens Training
 - ADA Sensitivity Training

- Drug & Alcohol Training
- ADA Equipment and Safety Training
- Defensive Driving Training

All costs associated with employee training will be the responsibility of VENDOR. VENDOR is responsible for ensuring that each driver is properly acquainted with the requirements of the program and his/her responsibilities as a driver. The Community Transportation Program requires that all training must be completed prior to any given driver begins providing service pursuant to this contract. Annual refresher training is required for all drivers.

18. VENDOR shall ensure law enforcement and other proper authorities will be contacted in cases of accident, injury or traffic violation. VENDOR must contact the Transportation Program Coordinator immediately, and the driver must be sent for drug and alcohol testing immediately. VENDOR must submit a written report to the Transportation Program Coordinator describing any such event within 48 hours of the event. Included with this report shall also be a copy of the police report if applicable. In cases of injury always dial 911 and seek medical assistance.

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

VENDOR shall ensure that all drivers are familiar with and follow the guidelines located in the Cumberland County System Safety Program Plan.

- 20. VENDOR shall take appropriate action to prevent or minimize inconvenience experienced by clients and to ensure their safety and comfort. In the event of a service disruption or delay that would prevent a scheduled pick-up, VENDOR is expected to respond appropriately in accordance with a contingency plan.
- 21. Vehicles are the responsibility of VENDOR. All aspects of maintenance, repair, fuel costs, lease or note payment, cleaning, insurance, etc. are the responsibility of VENDOR. All vehicles used by VENDOR for the purposes of supplying transportation services for this contract must be owned or leased by VENDOR. All vehicles must be clearly marked with VENDOR's name and phone number as to allow passengers to identify the vehicles.

At minimum, VENDOR is required to have six vehicles available for use of this program. At least four of those vehicles must have a wheelchair lift or be handicapped accessible. The contractor must have at their immediate disposal two backup vehicles. The COUNTY reserves the right to inspect vehicles for adequacy at announced or unannounced times.

VENDOR shall comply with all scheduled maintenance so that all vehicles used for this program are at a minimum in accordance with the manufacturer's specifications and/or in accordance with the State's vehicle maintenance standards.

22. VENDOR shall perform daily pre-trip and post-trip safety inspections on all vehicles. Vehicles failing the daily inspection will not be used in service until the reason for failure is corrected. The Community Transportation Program reserves the right to insure that vehicles are being maintained properly and are in safe operating condition. For passenger comfort, the heating and air-conditioning units of all vehicles must be kept in proper working order. VENDOR shall keep vehicles clean inside and out. All vehicle exteriors shall be washed weekly and interiors cleaned on a daily basis.

The Community Transportation Program may inspect vehicles at any reasonable time and may bar a vehicle from service until problem(s) are corrected. All service records will be kept for all vehicles for a minimum of 5 years and will be made available to the Transportation Program Coordinator on request.

- 23. VENDOR shall ensure all vehicles are properly registered and inspected by the state and have a current inspection sticker. VENDOR shall provide proof of current registration and inspections annually to the Transportation Program Coordinator for all vehicles.
- 24. VENDOR shall maintain adequate insurance (\$1.5M for vehicles with a seating capacity of 15 passengers or less or \$5M for vehicles with a seating capacity of 16 passengers or more) as required by the State of North Carolina covering comprehensive, general liability, commercial automobile, and worker's compensation insurance to protect

against the perils of bodily and personal injury and property damage and such liabilities as are imposed or required to be insured against by law. VENDOR shall provide proof of current insurance annually to the Transportation Program Coordinator.

- 25. The Transportation Program Coordinator shall determine and document eligibility for service under the guidelines for service of its applicable funding sources. No fees shall be charged to individuals determined to be eligible unless expressly authorized in this contract.
- 26. No fares or donations will be collected from passengers. VENDOR and all personnel acting for it may not solicit or accept any tips or gifts of any kind. If a passenger would like to contribute to the AGENCY's program, he/she may do so by contacting the Community Transportation Program directly.
- 27. Any disputes relating to this agreement shall be referred to the Cumberland County Transportation Advisory Board for final resolution.
- 28. VENDOR will verbally inform the Transportation Program Coordinator by the end of the workday if feasible, and no later than the start of the next day, of any complaints received. VENDOR shall provide a written report, when requested, to the Transportation Program Coordinator within 24 hours, containing a brief description of the complaint, as well as a proposed plan detailing steps that can be taken to avoid the occurrence of a complaint-producing incident in the future.
- 29. Cumberland County, the Community Transportation Program, the NCDOT and USDOT, or their designee(s) may at any time perform audits of the financial books, records, and accounts of VENDOR. VENDOR agrees to preserve, and to cause any subcontractor to preserve and make available, for a period of five years after the completion of a contract, any and all financial, operations, administrative, and maintenance records pertaining to this contract.

If any overpayment is uncovered in such an audit, it may be charged against VENDOR future invoices. The Community Transportation Program may withhold payment for services which failed to meet service specifications or are otherwise questionable.

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

B & W Transporting, Incorporated Barbara Canady President PO Box 40404 Fayetteville, NC 28309 (910) 309-3819 Community Transportation Program Ifetayo Farrakhan Transportation Program Coordinator 130 Gillespie Street Fayetteville, NC 28301 (910) 678-7624

31. INDEMNIFICATION: VENDOR shall indemnify and hold harmless the COUNTY from any and all liability, loss, or damage which may arise in the provision of said service due to the action or inaction of VENDOR or its agents.

- 32. NOTICE OF TERMINATION: This contract may be terminated by either party upon thirty (30) days prior written notice. In the event of termination prior to the normal expiration date of this Agreement, the COUNTY shall pay VENDOR the cost of transportation provided to AGENCY clients through and including midnight of the day of termination.
- 33. NOTICE OF MODIFICATION: This contract may be amended only in writing signed by each party.
- 34. NOTICE OF TERM: This contract shall be in effect from July 1, 2021 to June 30, 2022.
- 35. ASSIGNMENT CLAUSE: Neither of the parties may assign all or part of its rights under this Agreement, or delegate any performance hereunder or subcontract, without first obtaining the other party's written approval thereof.
- 36. SEVERABILITY: If any provision of this Agreement, or any portion thereof, is held unenforceable or invalid by any Court of competent jurisdiction, the validity or enforceability of the remaining provisions, or portions thereof, shall not be affected thereby and shall remain in full force and effect.
- 37. WAIVER CLAUSE: If either party shall waive any breach of any term, covenant, or condition of this Agreement, it shall not be deemed a waiver of any subsequent breach hereof.
- 38. BINDING EFFECT: This Agreement shall be binding upon and inure to the benefit of the successors, legal representatives, and assigns of the parties hereto, subject to the restrictions herein on assignment.
- 39. ENFORCEABILITY CLAUSE: This Agreement shall be governed by the internal laws of the State of North Carolina without regard to the conflict of laws provisions thereof. The parties agree that North Carolina courts shall have jurisdiction over any disputes arising out of this Agreement and that venue is shall be in Cumberland County, North Carolina.
- 40. If the grant or appropriation of funds to conduct and administer the present program are lawfully reduced, terminated, or not executed, the COUNTY, at its option, may terminate this contract and shall give VENDOR fifteen (15) days prior written notice of a reduction, termination, or decision not to execute the grant for the scheduled program. Following the effective date of such termination, the COUNTY shall have no further obligation to make any payments.
- 41. The CUMBERLAND COUNTY COMMUNITY TRANSPORTATION PROGRAM REQUEST FOR PROPOSAL, B & W TRANSPORTING, INCORPORATED PROPOSAL, and the CUMBERLAND COUNTY SYSTEM SAFETY PROGRAM PLAN are hereby incorporated by reference, including all stated federal and state requirements and certifications.

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CONTRACT FOR SERVICES FISCAL YEAR 2022

IN TESTIMONY WHEREOF, the parties hereto have executed this Contract, by their respective duly authorized representatives, in duplicate originals, one of which is retained by each of the parties, effective the $1^{\rm st}$ day of July 2021.

ATTEST	COUNTY OF CUMBERLAND
BY: Candice White	BY: Charles Evans
Clerk	Chair, Board of Commissioners
ATTEST	B & W TRANSPORTING, INCORPORATED
BY: Witness	BY: Barbara Canady
	President
This instrument has been pre- audited in the manner required by the Local Government Budget and	
Fiscal Control Act.	Approved for Legal Sufficiency
BY:	BY:
Vicki Evans	
County Finance Director	County Attorney

THIS AGREEMENT, hereinafter known as the AAA MEDICAL AGREEMENT, made and entered into by and between the County of Cumberland (hereinafter referred to as COUNTY), and B & W TRANSPORTING, Inc. (hereinafter referred to as VENDOR).

WITNESSETH

WHEREAS, the COUNTY has developed a plan for Coordination of Transportation for Human Services; and

WHEREAS, this agreement will provide services for the Community Transportation Program (hereinafter referred to as AGENCY).

WHEREAS, transportation assistance is provided with funding from the Home and Community Care Block Grant, administered by the North Carolina Division of Aging and Adult Services, through the Mid-Carolina Area Agency on Aging, for clients of the Cumberland County Community Transportation Program for trips necessary to access medical care within Cumberland County.

NOW THEREFORE, in consideration of the mutual benefits to be derived herefrom, VENDOR hereby agrees to provide service to a segment of the COUNTY'S client population through the Cumberland County Community Transportation Program under the following terms and conditions:

- 1. The rate shall be TWENTY FOUR DOLLARS and ZERO CENTS (\$24.00) per passenger unit of service. The rate shall not be renegotiated during the period of the contract for any reason. For the purpose of this contract a unit is defined as each and every time a passenger boards a vehicle at a location and alights at another location within Cumberland County.
- 2. In cases of cancellation, the Community Transportation Program requires transportation requests to be canceled at least one (1) hour prior to pickup to avoid charges for these units. Any trip attempted but on which the client does not travel is coded as a "no-show". A record of no shows and cancellations shall be kept by VENDOR and delineated on the billing as such. The COUNTY shall not reimburse VENDOR for no-shows. No-shows and cancellations shall be reported by VENDOR to the Transportation Program Coordinator by the end of the week.
- 3. The COUNTY will pay VENDOR after verification of invoices by the Transportation Program Coordinator. The total amount shall not exceed SIXTY-SIX THOUSAND EIGHT HUNDRED AND SEVENTY-FOUR DOLLARS AND ZERO CENTS (\$66,874.00) as approved by the Cumberland County Transportation Advisory Board. VENDOR is responsible for working with the AGENCY to monitor the budget as trips are made. The County shall not make any payment for expenditures in excess of the contract amount (\$66,874.00).
- 4. VENDOR shall maintain invoices and trip logs for all work performed under this contract. VENDOR shall submit on a monthly basis to the Transportation Program Coordinator the following information for services provided hereunder:
 - a. List of clients served
 - b. Dates of units served
 - c. Number of no-shows / cancellations
 - d. Mileage / trip run logs

- 5. VENDOR shall submit an invoice to the Transportation Program Coordinator by the fifth of the month following provision of service. If no discrepancies are reported, invoices shall be submitted within ten days to the Cumberland County Finance Department for payment. Checks will be issued according to the Cumberland County Finance Department check issuance schedule. Submission of invoices after the fifth of the month shall result in later payment dates.
- 6. In accordance with Federal Transit Administration (FTA) regulation 49 CFR Part 40 and 49 CFR Part 655, the Cumberland County Transportation Advisory Board (TAB) has adopted a drug and alcohol policy applicable to transportation service, which policy is incorporated herein by reference. VENDOR agrees to adhere to all aspects of the drug and alcohol testing program. Furthermore, VENDOR agrees to abide by any and all revisions to 49 CFR Part 40 and 49 CFR Part 655 as they are issued by FTA. Changes to 49 CFR Part 40 and 49 CFR Part 655 shall not effect the continuing validity or enforceability of this contract nor shall changes require contract modification.
- 7. All driver drug and alcohol testing will be completed through a testing site approved by the Transportation Program Coordinator. US Healthworks is the current approved site. The Transportation Program Coordinator will randomly select drivers annually to complete the DOT approved drug and alcohol testing. Testing is to be strictly applied to all safety sensitive employees of VENDOR for pre-employment, random, reasonable suspicion, post-accident, and return-to-duty testing.
- 8. On a quarterly basis, beginning July 1, 2021 and ending June 30, 2022, VENDOR shall submit an invoice to the Transportation Program Coordinator requesting reimbursement for the cost of its drug and alcohol testing required hereunder. Included in this request must be an original VENDOR invoice for the total cost for drug and alcohol testing during the reimbursement period and copies of all invoices received by VENDOR for drug and alcohol testing. The COUNTY will then request reimbursement for the cost of drug and alcohol testing from the North Carolina Department of Transportation Public Transportation Division. Reimbursement will be at the rate of 85% (0.85) of allowable charges. The COUNTY will issue a check to VENDOR promptly after the COUNTY receives such reimbursement.

If the grants or appropriation of funds to provide drug and alcohol testing reimbursement are lawfully reduced, terminated, or not executed, the COUNTY, at its option, may terminate Paragraph Eight of this contract and shall give VENDOR fifteen (15) days prior written notice of termination. Following the effective date of such termination, the COUNTY shall have no further obligation to make any payments. However, VENDOR must continue to follow drug testing and training procedures.

- 9. Services will normally be provided Monday through Friday between the hours of 8:00 am to 5:00 pm. Special concessions shall be made by VENDOR when dialysis clients are transported to dialysis treatments and will make the necessary arrangements to see that those clients arrive at their appointment on time regardless of the normal service hours. Transportation services shall not end until all client trips have been completed. Transportation will be provided on all holidays except Christmas and New Year's Day. Dialysis clients normally scheduled on Christmas and New Year's Day will require transportation on Saturday or Sunday for those two weeks.
- 10. VENDOR shall only undertake those trips and transport those passengers as authorized by the AGENCY and/or the Transportation Program Coordinator. AGENCY will notify VENDOR of reservations for demand-response trips and changes to subscription trips

one business day prior by 3:00 pm. Payment for trips scheduled by individual clients shall not be covered or reimbursed under this contract.

- 11. The transport company will wait ten (10) minutes for the client to show. After that time, the client will be counted as a no-show. The transport company driver shall wait fifteen (15) minutes for a client to pick up a prescription after a doctor's appointment. After that time, any further wait time shall be negotiation by the client and the transport company driver.
- 12. The driver will assist handicapped clients if necessary. VENDOR must comply with the American with Disabilities Act as amended from time to time. VENDOR shall have sufficient vehicles to transport wheelchair clients. No totally incapacitated clients shall be served pursuant to this contract. VENDOR will not supply escorts, but must allow the passenger an escort if so requested. The escort must board and exit at the same location as the eligible client. Neither the escort, nor the AGENCY, may be charged for the escort.
- 13. Any and all information regarding a client of the Community Transportation Program is strictly confidential. Information shall not be released to any party in any form without authorization of the individual, the AGENCY and/or the Transportation Program Coordinator.
- 14. All drivers must be properly licensed in the State of North Carolina, have three years driving experience, and be at least 21 years of age. All drivers must have a good driving record for the preceding three years. A written driving record from the State Motor Vehicles Division must be submitted to the Transportation Program Coordinator annually for each driver. Additionally, all drivers who may operate vehicles of 15 or more passengers must possess a Commercial Driver's License with a Passenger endorsement.
- 15. All drivers shall, at all times while on duty in the performance of the services required herein, be neatly and cleanly dressed and maintain a courteous and cooperative attitude in their contact with the public. All drivers shall have an identification badge in plain view so that clients can easily recognize them. All drivers are required to wear ANSI Class 2 Vests at all times. Drivers will not be permitted to smoke or use smokeless tobacco inside the vehicles at any time.
- 16. VENDOR employees and drivers providing service to AGENCY clients shall be certified in basic Red Cross First Aid and CPR. Copies of Red Cross certification must be provided to the Transportation Program Coordinator.
- 17. All drivers must receive the following training through programs approved by the Community Transportation Program and provide proof of successful completion to the Transportation Program Coordinator within thirty days of completion. VENDOR will be responsible for meeting training requirements on the following subjects:
 - First Aid Training and CPR
 - OSHA Bloodborne Pathogens Training
 - ADA Sensitivity Training

- Drug & Alcohol Training
- ADA Equipment and Safety Training
- Defensive Driving Training

All costs associated with employee training will be the responsibility of VENDOR. VENDOR is responsible for ensuring that each driver is properly acquainted with the requirements of the program and his/her responsibilities as a driver. The Community Transportation Program requires that all training must be completed prior to any given driver begins providing service pursuant to this contract. Annual refresher training is required for all drivers.

- 18. VENDOR shall ensure law enforcement and other proper authorities will be contacted in cases of accident, injury or traffic violation. VENDOR must contact the Transportation Program Coordinator immediately, and the driver must be sent for drug and alcohol testing immediately. VENDOR must submit a written report to the Transportation Program Coordinator describing any such event within 48 hours of the event. Included with this report shall also be a copy of the police report if applicable. In cases of injury always dial 911 and seek medical assistance.
- 19. VENDOR shall ensure the safety of passengers by any and all means necessary, including but not limited to: driver training, retraining, and monitoring; use of seat belts; vehicle maintenance; maintaining order in and around vehicles; providing safety and emergency procedures; etc. All vehicles shall be equipped with fire extinguishers, web cutters, triangles, blood-borne pathogens kits, and first aid kits which shall be furnished by the VENDOR. Drivers must have the capabilities of using all safety equipment.

VENDOR shall ensure that all drivers are familiar with and follow the guidelines located in the Cumberland County System Safety Program Plan.

- 20. VENDOR shall take appropriate action to prevent or minimize inconvenience experienced by clients and to ensure their safety and comfort. In the event of a service disruption or delay that would prevent a scheduled pick-up, VENDOR is expected to respond appropriately in accordance with a contingency plan.
- 21. Vehicles are the responsibility of VENDOR. All aspects of maintenance, repair, fuel costs, lease or note payment, cleaning, insurance, etc. are the responsibility of VENDOR. All vehicles used by VENDOR for the purposes of supplying transportation services for this contract must be owned or leased by VENDOR. All vehicles must be clearly marked with VENDOR's name and phone number as to allow passengers to identify the vehicles.

At minimum, VENDOR is required to have six vehicles available for use of this program. At least four of those vehicles must have a wheelchair lift or be handicapped accessible. The contractor must have at their immediate disposal two backup vehicles. The COUNTY reserves the right to inspect vehicles for adequacy at announced or unannounced times.

VENDOR shall comply with all scheduled maintenance so that all vehicles used for this program are at a minimum in accordance with the manufacturer's specifications and/or in accordance with the State's vehicle maintenance standards.

22. VENDOR shall perform daily pre-trip and post-trip safety inspections on all vehicles. Vehicles failing the daily inspection will not be used in service until the reason for failure is corrected. The Community Transportation Program reserves the right to insure that vehicles are being maintained properly and are in safe operating condition. For passenger comfort, the heating and air-conditioning units of all vehicles must be kept in proper working order. VENDOR shall keep vehicles clean inside and out. All vehicle exteriors shall be washed weekly and interiors cleaned on a daily basis.

The Community Transportation Program may inspect vehicles at any reasonable time and may bar a vehicle from service until problem(s) are corrected. All service records will be kept for all vehicles for a minimum of 5 years and will be made available to the Transportation Program Coordinator on request.

- 23. VENDOR shall ensure all vehicles are properly registered and inspected by the state and have a current inspection sticker. VENDOR shall provide proof of current registration and inspections annually to the Transportation Program Coordinator for all vehicles.
- 24. VENDOR shall maintain adequate insurance (\$1.5M for vehicles with a seating capacity of 15 passengers or less or \$5M for vehicles with a seating capacity of 16 passengers or more) as required by the State of North Carolina covering comprehensive, general liability, commercial automobile, and worker's compensation insurance to protect against the perils of bodily and personal injury and property damage and such liabilities as are imposed or required to be insured against by law. VENDOR shall provide proof of current insurance annually to the Transportation Program Coordinator.
- 25. The Transportation Program Coordinator shall determine and document eligibility for service under the guidelines for service of its applicable funding sources. No fees shall be charged to individuals determined to be eligible unless expressly authorized in this contract.
- 26. No fares or donations will be collected from passengers. VENDOR and all personnel acting for it may not solicit or accept any tips or gifts of any kind. If a passenger would like to contribute to the AGENCY's program, he/she may do so by contacting the Community Transportation Program directly.
- 27. Any disputes relating to this agreement shall be referred to the Cumberland County Transportation Advisory Board for final resolution.
- 28. VENDOR will verbally inform the Transportation Program Coordinator by the end of the workday if feasible, and no later than the start of the next day, of any complaints received. VENDOR shall provide a written report, when requested, to the Transportation Program Coordinator within 24 hours, containing a brief description of the complaint, as well as a proposed plan detailing steps that can be taken to avoid the occurrence of a complaint-producing incident in the future.
- 29. Cumberland County, the Community Transportation Program, the NCDOT and USDOT, or their designee(s) may at any time perform audits of the financial books, records, and accounts of VENDOR. VENDOR agrees to preserve, and to cause any subcontractor to preserve and make available, for a period of five years after the completion of a contract, any and all financial, operations, administrative, and maintenance records pertaining to this contract.

If any overpayment is uncovered in such an audit, it may be charged against VENDOR future invoices. The Community Transportation Program may withhold payment for services which failed to meet service specifications or are otherwise questionable.

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

B & W Transporting, Inc. Barbara Canady Community Transportation Program Ifetayo Farrakhan

CONTRACT FOR SERVICES FISCAL YEAR 2022

President PO Box 40404 Fayetteville, NC 28309 (910) 309-3819 Transportation Program Coordinator 130 Gillespie Street Fayetteville, NC 28301 (910) 678-7624

- 31. INDEMNIFICATION: VENDOR shall indemnify and hold harmless the COUNTY from any and all liability, loss, or damage which may arise in the provision of said service due to the action or inaction of VENDOR or its agents.
- 32. NOTICE OF TERMINATION: This contract may be terminated by either party upon thirty (30) days prior written notice. In the event of termination prior to the normal expiration date of this Agreement, the COUNTY shall pay VENDOR the cost of transportation provided to AGENCY clients through and including midnight of the day of termination.
- 33. NOTICE OF MODIFICATION: This contract may be amended only in writing signed by each party.
- 34. NOTICE OF TERM: This contract shall be in effect from July 1, 2021 to June 30, 2022.
- 35. ASSIGNMENT CLAUSE: Neither of the parties may assign all or part of its rights under this Agreement, or delegate any performance hereunder or subcontract, without first obtaining the other party's written approval thereof.
- 36. SEVERABILITY: If any provision of this Agreement, or any portion thereof, is held unenforceable or invalid by any Court of competent jurisdiction, the validity or enforceability of the remaining provisions, or portions thereof, shall not be affected thereby and shall remain in full force and effect.
- 37. WAIVER CLAUSE: If either party shall waive any breach of any term, covenant, or condition of this Agreement, it shall not be deemed a waiver of any subsequent breach hereof.
- 38. BINDING EFFECT: This Agreement shall be binding upon and inure to the benefit of the successors, legal representatives, and assigns of the parties hereto, subject to the restrictions herein on assignment.
- 39. ENFORCEABILITY CLAUSE: This Agreement shall be governed by the internal laws of the State of North Carolina without regard to the conflict of laws provisions thereof. The parties agree that North Carolina courts shall have jurisdiction over any disputes arising out of this Agreement and that venue is shall be in Cumberland County, North Carolina.
- 40. If the grant or appropriation of funds to conduct and administer the present program are lawfully reduced, terminated, or not executed, the COUNTY, at its option, may terminate this contract and shall give VENDOR fifteen (15) days prior written notice of a reduction, termination, or decision not to execute the grant for the scheduled program. Following the effective date of such termination, the COUNTY shall have no further obligation to make any payments.
- 41. The CUMBERLAND COUNTY COMMUNITY TRANSPORTATION PROGRAM REQUEST FOR PROPOSAL, B & W TRANSPORTING, INC. PROPOSAL, and the CUMBERLAND COUNTY SYSTEM SAFETY PROGRAM PLAN are hereby incorporated by reference, including all stated federal and state requirements and certifications.

CONTRACT FOR SERVICES FISCAL YEAR 2022

IN TESTIMONY WHEREOF, the parties hereto have executed this Contract, by their respective duly authorized representatives, in duplicate originals, one of which is retained by each of the parties, effective the 1st day of July, 2021.

ATTEST	COUNTY OF CUMBERLAND
BY:	BY:
Candice White	Charles Evans
Clerk	Chair, Board of Commissioners
ATTEST	B & W TRANSPORTING, INC.
BY:	BY:
Witness	Barbara Canady
	President
This instrument has been pre-	
audited in the manner required by	
the Local Government Budget and Fiscal Control Act.	Approved for Legal Sufficiency
Tibodi Gondon Alda	Approved for Legal Gamelene,
BY:	BY:
Vicki Evans	
County Finance Director	County Attorney

THIS AGREEMENT, hereinafter known as the AAA MEDICAL AGREEMENT, made and entered into by and between the County of Cumberland (hereinafter referred to as COUNTY), and FAMIKS Transport, Inc. (hereinafter referred to as FAMIKS).

WITNESSETH

WHEREAS, the COUNTY has developed a plan for Coordination of Transportation for Human Services; and

WHEREAS, this agreement will provide services for the Community Transportation Program (hereinafter referred to as AGENCY).

WHEREAS, transportation assistance is provided with funding from the Home and Community Care Block Grant, administered by the North Carolina Division of Aging and Adult Services, through the Mid-Carolina Area Agency on Aging, for clients of the Cumberland County Community Transportation Program for trips necessary to access medical care within Cumberland County.

NOW THEREFORE, in consideration of the mutual benefits to be derived herefrom, FAMIKS hereby agrees to provide service to a segment of the COUNTY'S client population through the Cumberland County Community Transportation Program under the following terms and conditions:

- 1. The rate shall be TWENTY FOUR DOLLARS and FIFTY CENTS (\$24.50) per passenger unit of service. The rate shall not be renegotiated during the period of the contract for any reason. For the purpose of this contract a unit is defined as each and every time a passenger boards a vehicle at a location and alights at another location within Cumberland County.
- 2. In cases of cancellation, the Community Transportation Program requires transportation requests to be canceled at least one (1) hour prior to pickup to avoid charges for these units. Any trip attempted but on which the client does not travel is coded as a "no-show". A record of no shows and cancellations shall be kept by FAMIKS, and delineated on the billing as such. The COUNTY shall not reimburse FAMIKS for no-shows. No-shows and cancellations shall be reported by FAMIKS to the Transportation Program Coordinator by the end of the week.
- 3. The COUNTY will pay FAMIKS after verification of invoices by the Transportation Program Coordinator. The total amount shall not exceed ONE HUNDRED AND THIRTY FIVE THOUSAND DOLLARS AND ZERO CENTS (\$135,000.00) as approved by the Cumberland County Transportation Advisory Board. FAMIKS is responsible for working with the AGENCY to monitor the budget as trips are made. The County shall not make any payment for expenditures in excess of the contract amount (\$135,000.00).
- 4. FAMIKS shall maintain invoices and trip logs for all work performed under this contract. FAMIKS shall submit on a monthly basis to the Transportation Program Coordinator the following information for services provided hereunder:
 - a. List of clients served
 - b. Dates of units served
 - c. Number of no-shows / cancellations
 - d. Mileage / trip run logs

- 5. FAMIKS shall submit an invoice to the Transportation Program Coordinator by the fifth of the month following provision of service. If no discrepancies are reported, invoices shall be submitted within ten days to the Cumberland County Finance Department for payment. Checks will be issued according to the Cumberland County Finance Department check issuance schedule. Submission of invoices after the fifth of the month shall result in later payment dates.
- 6. In accordance with Federal Transit Administration (FTA) regulation 49 CFR Part 40 and 49 CFR Part 655, the Cumberland County Transportation Advisory Board (TAB) has adopted a drug and alcohol policy applicable to transportation service, which policy is incorporated herein by reference. FAMIKS agrees to adhere to all aspects of the drug and alcohol testing program. Furthermore, FAMIKS agrees to abide by any and all revisions to 49 CFR Part 40 and 49 CFR Part 655 as they are issued by FTA. Changes to 49 CFR Part 40 and 49 CFR Part 655 shall not effect the continuing validity or enforceability of this contract nor shall changes require contract modification.
- 7. All driver drug and alcohol testing will be completed through a testing site approved by the Transportation Program Coordinator. US Healthworks is the current approved site. The Transportation Program Coordinator will randomly select drivers annually to complete the DOT approved drug and alcohol testing. Testing is to be strictly applied to all safety sensitive employees of FAMIKS for pre-employment, random, reasonable suspicion, post-accident, and return-to-duty testing.
- 8. On a quarterly basis, beginning July 1, 2021 and ending June 30, 2022, FAMIKS shall submit an invoice to the Transportation Program Coordinator requesting reimbursement for the cost of its drug and alcohol testing required hereunder. Included in this request must be an original FAMIKS invoice for the total cost for drug and alcohol testing during the reimbursement period and copies of all invoices received by FAMIKS for drug and alcohol testing. The COUNTY will then request reimbursement for the cost of drug and alcohol testing from the North Carolina Department of Transportation Public Transportation Division. Reimbursement will be at the rate of 85% (0.85) of allowable charges. The COUNTY will issue a check to FAMIKS promptly after the COUNTY receives such reimbursement.

If the grants or appropriation of funds to provide drug and alcohol testing reimbursement are lawfully reduced, terminated, or not executed, the COUNTY, at its option, may terminate Paragraph Eight of this contract and shall give FAMIKS fifteen (15) days prior written notice of termination. Following the effective date of such termination, the COUNTY shall have no further obligation to make any payments. However, FAMIKS must continue to follow drug testing and training procedures.

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- 10. FAMIKS shall only undertake those trips and transport those passengers as authorized by the AGENCY and/or the Transportation Program Coordinator. AGENCY will notify FAMIKS of reservations for demand-response trips and changes to subscription trips

one business day prior by 3:00 pm. Payment for trips scheduled by individual clients shall not be covered or reimbursed under this contract.

- 11. The transport company will wait ten (10) minutes for the client to show. After that time, the client will be counted as a no-show. The transport company driver shall wait fifteen (15) minutes for a client to pick up a prescription after a doctor's appointment. After that time, any further wait time shall be negotiation by the client and the transport company driver.
- 12. The driver will assist handicapped clients if necessary. FAMIKS must comply with the American with Disabilities Act as amended from time to time. FAMIKS shall have sufficient vehicles to transport wheelchair clients. No totally incapacitated clients shall be served pursuant to this contract. FAMIKS will not supply escorts, but must allow the passenger an escort if so requested. The escort must board and exit at the same location as the eligible client. Neither the escort, nor the AGENCY, may be charged for the escort.
- 13. Any and all information regarding a client of the Community Transportation Program is strictly confidential. Information shall not be released to any party in any form without authorization of the individual, the AGENCY and/or the Transportation Program Coordinator.
- 14. All drivers must be properly licensed in the State of North Carolina, have three years driving experience, and be at least 21 years of age. All drivers must have a good driving record for the preceding three years. A written driving record from the State Motor Vehicles Division must be submitted to the Transportation Program Coordinator annually for each driver. Additionally, all drivers who may operate vehicles of 15 or more passengers must possess a Commercial Driver's License with a Passenger endorsement.
- 15. All drivers shall, at all times while on duty in the performance of the services required herein, be neatly and cleanly dressed and maintain a courteous and cooperative attitude in their contact with the public. All drivers shall have an identification badge in plain view so that clients can easily recognize them. All drivers are required to wear ANSI Class 2 Vests at all times. Drivers will not be permitted to smoke or use smokeless tobacco inside the vehicles at any time.
- 16. FAMIKS employees and drivers providing service to AGENCY clients shall be certified in basic Red Cross First Aid and CPR. Copies of Red Cross certification must be provided to the Transportation Program Coordinator.
- 17. All drivers must receive the following training through programs approved by the Community Transportation Program and provide proof of successful completion to the Transportation Program Coordinator within thirty days of completion. FAMIKS will be responsible for meeting training requirements on the following subjects:
 - First Aid Training and CPR
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All costs associated with employee training will be the responsibility of FAMIKS. FAMIKS is responsible for ensuring that each driver is properly acquainted with the requirements of the program and his/her responsibilities as a driver. The Community Transportation Program requires that all training must be completed prior to any given driver begins providing service pursuant to this contract. Annual refresher training is required for all drivers.

- 18. FAMIKS shall ensure law enforcement and other proper authorities will be contacted in cases of accident, injury or traffic violation. FAMIKS must contact the Transportation Program Coordinator immediately, and the driver must be sent for drug and alcohol testing immediately. FAMIKS must submit a written report to the Transportation Program Coordinator describing any such event within 48 hours of the event. Included with this report shall also be a copy of the police report if applicable. In cases of injury always dial 911 and seek medical assistance.
- 19. FAMIKS shall ensure the safety of passengers by any and all means necessary, including but not limited to: driver training, retraining, and monitoring; use of seat belts; vehicle maintenance; maintaining order in and around vehicles; providing safety and emergency procedures; etc. All vehicles shall be equipped with fire extinguishers, web cutters, triangles, blood-borne pathogens kits, and first aid kits which shall be furnished by the FAMIKS. Drivers must have the capabilities of using all safety equipment.

FAMIKS shall ensure that all drivers are familiar with and follow the guidelines located in the Cumberland County System Safety Program Plan.

- 20. FAMIKS shall take appropriate action to prevent or minimize inconvenience experienced by clients and to ensure their safety and comfort. In the event of a service disruption or delay that would prevent a scheduled pick-up, FAMIKS is expected to respond appropriately in accordance with a contingency plan.
- 21. Vehicles are the responsibility of FAMIKS. All aspects of maintenance, repair, fuel costs, lease or note payment, cleaning, insurance, etc. are the responsibility of FAMIKS. All vehicles used by FAMIKS for the purposes of supplying transportation services for this contract must be owned or leased by FAMIKS. All vehicles must be clearly marked with FAMIKS' name and phone number as to allow passengers to identify the vehicles.

At minimum, FAMIKS is required to have six vehicles available for use of this program. At least four of those vehicles must have a wheelchair lift or be handicapped accessible. The contractor must have at their immediate disposal two backup vehicles. The COUNTY reserves the right to inspect vehicles for adequacy at announced or unannounced times.

FAMIKS shall comply with all scheduled maintenance so that all vehicles used for this program are at a minimum in accordance with the manufacturer's specifications and/or in accordance with the State's vehicle maintenance standards.

22. FAMIKS shall perform daily pre-trip and post-trip safety inspections on all vehicles. Vehicles failing the daily inspection will not be used in service until the reason for failure is corrected. The Community Transportation Program reserves the right to insure that vehicles are being maintained properly and are in safe operating condition. For passenger comfort, the heating and air-conditioning units of all vehicles must be kept in proper working order. FAMIKS shall keep vehicles clean inside and out. All vehicle exteriors shall be washed weekly and interiors cleaned on a daily basis.

The Community Transportation Program may inspect vehicles at any reasonable time and may bar a vehicle from service until problem(s) are corrected. All service records will be kept for all vehicles for a minimum of 5 years and will be made available to the Transportation Program Coordinator on request.

- 23. FAMIKS shall ensure all vehicles are properly registered and inspected by the state and have a current inspection sticker. FAMIKS shall provide proof of current registration and inspections annually to the Transportation Program Coordinator for all vehicles.
- 24. FAMIKS shall maintain adequate insurance (\$1.5M for vehicles with a seating capacity of 15 passengers or less or \$5M for vehicles with a seating capacity of 16 passengers or more) as required by the State of North Carolina covering comprehensive, general liability, commercial automobile, and worker's compensation insurance to protect against the perils of bodily and personal injury and property damage and such liabilities as are imposed or required to be insured against by law. FAMIKS shall provide proof of current insurance annually to the Transportation Program Coordinator.
- 25. The Transportation Program Coordinator shall determine and document eligibility for service under the guidelines for service of its applicable funding sources. No fees shall be charged to individuals determined to be eligible unless expressly authorized in this contract.
- 26. No fares or donations will be collected from passengers. FAMIKS and all personnel acting for it may not solicit or accept any tips or gifts of any kind. If a passenger would like to contribute to the AGENCY's program, he/she may do so by contacting the Community Transportation Program directly.
- 27. Any disputes relating to this agreement shall be referred to the Cumberland County Transportation Advisory Board for final resolution.
- 28. FAMIKS will verbally inform the Transportation Program Coordinator by the end of the workday if feasible, and no later than the start of the next day, of any complaints received. FAMIKS shall provide a written report, when requested, to the Transportation Program Coordinator within 24 hours, containing a brief description of the complaint, as well as a proposed plan detailing steps that can be taken to avoid the occurrence of a complaint-producing incident in the future.
- 29. Cumberland County, the Community Transportation Program, the NCDOT and USDOT, or their designee(s) may at any time perform audits of the financial books, records, and accounts of FAMIKS. FAMIKS agrees to preserve, and to cause any subcontractor to preserve and make available, for a period of five years after the completion of a contract, any and all financial, operations, administrative, and maintenance records pertaining to this contract.

If any overpayment is uncovered in such an audit, it may be charged against FAMIKS future invoices. The Community Transportation Program may withhold payment for services which failed to meet service specifications or are otherwise questionable.

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

FAMIKS Transport, Inc. Ebou Sankareh President Community Transportation Program Ifetayo Farrakhan Transportation Program Coordinator

STATE OF NORTH CAROLINA COUNTY OF CUMBERLAND

119 Harvest Lane Raeford, NC 28376 (910) 322-1427 130 Gillespie Street Fayetteville, NC 28301 (910) 678-7624

- 31. INDEMNIFICATION: FAMIKS shall indemnify and hold harmless the COUNTY from any and all liability, loss, or damage which may arise in the provision of said service due to the action or inaction of FAMIKS or its agents.
- 32. NOTICE OF TERMINATION: This contract may be terminated by either party upon thirty (30) days prior written notice. In the event of termination prior to the normal expiration date of this Agreement, the COUNTY shall pay FAMIKS the cost of transportation provided to AGENCY clients through and including midnight of the day of termination.
- 33. NOTICE OF MODIFICATION: This contract may be amended only in writing signed by each party.
- 34. NOTICE OF TERM: This contract shall be in effect from July 1, 2021 to June 30, 2022.
- 35. ASSIGNMENT CLAUSE: Neither of the parties may assign all or part of its rights under this Agreement, or delegate any performance hereunder or subcontract, without first obtaining the other party's written approval thereof.
- 36. SEVERABILITY: If any provision of this Agreement, or any portion thereof, is held unenforceable or invalid by any Court of competent jurisdiction, the validity or enforceability of the remaining provisions, or portions thereof, shall not be affected thereby and shall remain in full force and effect.
- 37. WAIVER CLAUSE: If either party shall waive any breach of any term, covenant, or condition of this Agreement, it shall not be deemed a waiver of any subsequent breach hereof.
- 38. BINDING EFFECT: This Agreement shall be binding upon and inure to the benefit of the successors, legal representatives, and assigns of the parties hereto, subject to the restrictions herein on assignment.
- 39. ENFORCEABILITY CLAUSE: This Agreement shall be governed by the internal laws of the State of North Carolina without regard to the conflict of laws provisions thereof. The parties agree that North Carolina courts shall have jurisdiction over any disputes arising out of this Agreement and that venue is shall be in Cumberland County, North Carolina.
- 40. If the grant or appropriation of funds to conduct and administer the present program are lawfully reduced, terminated, or not executed, the COUNTY, at its option, may terminate this contract and shall give FAMIKS fifteen (15) days prior written notice of a reduction, termination, or decision not to execute the grant for the scheduled program. Following the effective date of such termination, the COUNTY shall have no further obligation to make any payments.
- 41. The CUMBERLAND COUNTY COMMUNITY TRANSPORTATION PROGRAM REQUEST FOR PROPOSAL, FAMIKS' PROPOSAL, and the CUMBERLAND COUNTY SYSTEM SAFETY PROGRAM PLAN are hereby incorporated by reference, including all stated federal and state requirements and certifications.

6 of 7

CONTRACT FOR SERVICES FISCAL YEAR 2022

IN TESTIMONY WHEREOF, the parties hereto have executed this Contract, by their respective duly authorized representatives, in duplicate originals, one of which is retained by each of the parties, effective the $1^{\rm st}$ day of July, 2021.

ATTEST	COUNTY OF CUMBERLAND
BY: Candice White	BY: Charles Evans
Clerk	Chair, Board of Commissioners
ATTEST	FAMIKS Transport, INC.
DV.	DV.
BY: Witness	BY: Ebou Sankareh
	President
This instrument has been pre- audited in the manner required by the Local Government Budget and	
Fiscal Control Act.	Approved for Legal Sufficiency
BY:	BY:
Vicki Evans	Country Attampoy
County Finance Director	County Attorney

THIS AGREEMENT, hereinafter known as the EDTAP AGREEMENT, made and entered into by and between the County of Cumberland (hereinafter referred to as COUNTY), and FAMIKS Transport, Inc. (hereinafter referred to as FAMIKS).

WITNESSETH

WHEREAS, the COUNTY has developed a plan for Coordination of Transportation for Human Services; and

WHEREAS, this agreement will provide services for the Community Transportation Program (hereinafter referred to as AGENCY).

WHEREAS, the COUNTY was awarded state funds North Carolina Department of Transportation's (NCDOT) Rural Operating Assistance Program (ROAP), effective July 1, 2021 through June 30, 2022. Terms and Conditions of ROAP are hereby incorporated by reference.

NOW THEREFORE, in consideration of the mutual benefits to be derived herefrom, FAMIKS hereby agrees to provide service to a segment of the COUNTY'S client population through the Cumberland County Community Transportation Program under the following terms and conditions:

- 1. The rate shall be TWENTY FOUR DOLLARS and FIFTY CENTS (\$24.50) per passenger unit of service. The rate shall not be renegotiated during the period of the contract for any reason. For the purpose of this contract a unit is defined as each and every time a passenger boards a vehicle at a location and alights at another location within Cumberland County.
- 2. In cases of cancellation, the Community Transportation Program requires transportation requests to be canceled at least one (1) hour prior to pickup to avoid charges for these units. Any trip attempted but on which the client does not travel is coded as a "no-show". A record of no shows and cancellations shall be kept by FAMIKS, and delineated on the billing as such. The COUNTY shall not reimburse FAMIKS for no-shows. No-shows and cancellations shall be reported by FAMIKS to the Transportation Program Coordinator by the end of the week.
- 3. The COUNTY will pay FAMIKS after verification of invoices by the Transportation Program Coordinator. The total amount shall not exceed ONE HUNDRED AND SEVENTEEN THOUSAND DOLLARS AND ZERO CENTS (\$117,000.00) as approved by the Cumberland County Transportation Advisory Board. FAMIKS is responsible for working with the AGENCIES to monitor the budget as trips are made. The County shall not make any payment for expenditures in excess of the contract amount (\$117,000.00).
- 4. FAMIKS shall maintain invoices and trip logs for all work performed under this contract. FAMIKS shall submit, for each AGENCY, on a monthly basis to the Transportation Program Coordinator the following information for services provided hereunder:
 - a. List of clients served
 - b. Dates of units served
 - c. Number of no-shows / cancellations
 - d. Mileage / trip run logs

- 5. FAMIKS shall submit an invoice to the Transportation Program Coordinator by the fifth of the month following provision of service. If no discrepancies are reported, invoices shall be submitted within ten days to the Cumberland County Finance Department for payment. Checks will be issued according to the Cumberland County Finance Department check issuance schedule. Submission of invoices after the fifth of the month shall result in later payment dates.
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If the grants or appropriation of funds to provide drug and alcohol testing reimbursement are lawfully reduced, terminated, or not executed, the COUNTY, at its option, may terminate Paragraph Eight of this contract and shall give FAMIKS fifteen (15) days prior written notice of termination. Following the effective date of such termination, the COUNTY shall have no further obligation to make any payments. However, FAMIKS must continue to follow drug testing and training procedures.

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FAMIKS Transport, Inc. Ebou Sankareh President Community Transportation Program Ifetayo Farrakhan Transportation Program Coordinator

STATE OF NORTH CAROLINA COUNTY OF CUMBERLAND

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- 36. SEVERABILITY: If any provision of this Agreement, or any portion thereof, is held unenforceable or invalid by any Court of competent jurisdiction, the validity or enforceability of the remaining provisions, or portions thereof, shall not be affected thereby and shall remain in full force and effect.
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- 38. BINDING EFFECT: This Agreement shall be binding upon and inure to the benefit of the successors, legal representatives, and assigns of the parties hereto, subject to the restrictions herein on assignment.
- 39. ENFORCEABILITY CLAUSE: This Agreement shall be governed by the internal laws of the State of North Carolina without regard to the conflict of laws provisions thereof. The parties agree that North Carolina courts shall have jurisdiction over any disputes arising out of this Agreement and that venue is shall be in Cumberland County, North Carolina.
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- 41. The CUMBERLAND COUNTY COMMUNITY TRANSPORTATION PROGRAM REQUEST FOR PROPOSAL, FAMIKS' PROPOSAL, and the CUMBERLAND COUNTY SYSTEM SAFETY PROGRAM PLAN are hereby incorporated by reference, including all stated federal and state requirements and certifications.

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CONTRACT FOR SERVICES FISCAL YEAR 2022

IN TESTIMONY WHEREOF, the parties hereto have executed this Contract, by their respective duly authorized representatives, in duplicate originals, one of which is retained by each of the parties, effective the $1^{\rm st}$ day of July, 2021.

ATTEST	COUNTY OF CUMBERLAND
BY: Candice White	BY: Charles Evans
Clerk	Chair, Board of Commissioners
ATTEST	FAMIKS Transport, INC.
BY:	BY:
Witness	Ebou Sankareh President
This instrument has been pre- audited in the manner required by the Local Government Budget and Fiscal Control Act.	Approved for Legal Sufficiency
BY:	BY:
Vicki Evans	
County Finance Director	County Attorney

THIS AGREEMENT, hereinafter known as the EMPLOYMENT TRANSPORTATION AGREEMENT, made and entered into by and between the County of Cumberland (hereinafter referred to as COUNTY), and B & W TRANSPORTING, Inc. (hereinafter referred to as VENDOR).

WITNESSETH

WHEREAS, the COUNTY has developed a plan for Coordination of Transportation for Human Services; and

WHEREAS, this agreement will provide services for the Community Transportation Program (hereinafter referred to as AGENCY).

WHEREAS, the COUNTY was awarded state funds North Carolina Department of Transportation's (NCDOT) Rural Operating Assistance Program (ROAP), effective July 1, 2021 through June 30, 2022. Terms and Conditions of ROAP are hereby incorporated by reference.

NOW THEREFORE, in consideration of the mutual benefits to be derived herefrom, VENDOR hereby agrees to provide service to a segment of the COUNTY'S client population through the Cumberland County Community Transportation Program under the following terms and conditions:

1. The rate shall be TWENTY FOUR DOLLARS and ZERO CENTS (\$24.00) per passenger unit of service. The rate shall not be renegotiated during the period of the contract for any reason. For the purpose of this contract a unit is defined as each and every time a passenger boards a vehicle at a location and alights at another location within Cumberland County.

VENDOR will collect a flat rate fare of TWO DOLLARS and FIFTY CENTS (\$2.50) per one-way trip per passenger trip. Upon embarking, each passenger shall pay such fare and sign the trip log. VENDOR will collect, count and record daily fare box revenue. VENDOR shall retain the fares which will be subtracted from the unit rate when invoicing the COUNTY. Fare logs missing signatures for invoiced trips may result in non-payment by the COUNTY.

- 2. In cases of cancellation, the Community Transportation Program requires transportation requests to be canceled at least one (1) hour prior to pickup to avoid charges for these units. Any trip attempted but on which the client does not travel is coded as a "no-show". A record of no shows and cancellations shall be kept by VENDOR, and delineated on the billing as such. The COUNTY shall not reimburse VENDOR for no-shows. No-shows and cancellations shall be reported by VENDOR to the Transportation Program Coordinator by the end of the week.
- 3. The COUNTY will pay VENDOR after verification of invoices by the Transportation Program Coordinator. The total amount shall not exceed SEVENTY THREE THOUSAND THREE HUNDRED AND FORTY SEVEN DOLLARS AND ZERO CENTS (\$73,347.00) as approved by the Cumberland County Transportation Advisory Board. VENDOR is responsible for working with the AGENCY to monitor the budget as trips are made. The County shall not make any payment for expenditures in excess of the contract amount (\$73,347.00).

- 4. VENDOR shall maintain invoices and trip logs for all work performed under this contract. VENDOR shall submit on a monthly basis to the Transportation Program Coordinator the following information for services provided hereunder:
 - a. List of clients served
 - b. Dates of units served
 - c. Number of no-shows / cancellations
 - d. Fare revenue log
 - e. Mileage / trip run logs
- 5. VENDOR shall submit an invoice to the Transportation Program Coordinator by the fifth of the month following provision of service. If no discrepancies are reported, invoices shall be submitted within ten days to the Cumberland County Finance Department for payment. Checks will be issued according to the Cumberland County Finance Department check issuance schedule. Submission of invoices after the fifth of the month shall result in later payment dates.
- 6. In accordance with Federal Transit Administration (FTA) regulation 49 CFR Part 40 and 49 CFR Part 655, the Cumberland County Transportation Advisory Board (TAB) has adopted a drug and alcohol policy applicable to transportation service, which policy is incorporated herein by reference. VENDOR agrees to adhere to all aspects of the drug and alcohol testing program. Furthermore, VENDOR agrees to abide by any and all revisions to 49 CFR Part 40 and 49 CFR Part 655 as they are issued by FTA. Changes to 49 CFR Part 40 and 49 CFR Part 655 shall not effect the continuing validity or enforceability of this contract nor shall changes require contract modification.
- 7. All driver drug and alcohol testing will be completed through a testing site approved by the Transportation Program Coordinator. US Healthworks is the current approved site. The Transportation Program Coordinator will randomly select drivers annually to complete the DOT approved drug and alcohol testing. Testing is to be strictly applied to all safety sensitive employees of VENDOR for pre-employment, random, reasonable suspicion, post-accident, and return-to-duty testing.
- 8. On a quarterly basis, beginning July 1, 2021 and ending June 30, 2022, VENDOR shall submit an invoice to the Transportation Program Coordinator requesting reimbursement for the cost of its drug and alcohol testing required hereunder. Included in this request must be an original VENDOR invoice for the total cost for drug and alcohol testing during the reimbursement period and copies of all invoices received by VENDOR for drug and alcohol testing. The COUNTY will then request reimbursement for the cost of drug and alcohol testing from the North Carolina Department of Transportation Public Transportation Division. Reimbursement will be at the rate of 85% (0.85) of allowable charges. The COUNTY will issue a check to VENDOR promptly after the COUNTY receives such reimbursement.

If the grants or appropriation of funds to provide drug and alcohol testing reimbursement are lawfully reduced, terminated, or not executed, the COUNTY, at its option, may terminate Paragraph Eight of this contract and shall give VENDOR fifteen (15) days prior written notice of termination. Following the effective date of such termination, the COUNTY shall have no further obligation to make any payments. However, VENDOR must continue to follow drug testing and training procedures.

9. Services will normally be provided Monday through Friday between the hours of 5:00 am to 8:00 pm. Transportation services shall not end until all client trips have been completed. Transportation will be provided on all holidays except Christmas and New Year's Day.

- 10. VENDOR shall only undertake those trips and transport those passengers as authorized by the AGENCY and/or the Transportation Program Coordinator. AGENCY will notify VENDOR of reservations for demand-response trips and changes to subscription trips one business day prior by 3:00 pm. Payment for trips scheduled by individual clients shall not be covered or reimbursed under this contract.
- 11. The transport company will wait ten (10) minutes for the client to show. After that time, the client will be counted as a no-show.
- 12. The driver will assist handicapped clients if necessary. VENDOR must comply with the American with Disabilities Act as amended from time to time. VENDOR shall have sufficient vehicles to transport wheelchair clients. No totally incapacitated clients shall be served pursuant to this contract. VENDOR will not supply escorts, but must allow the passenger an escort if so requested. The escort must board and exit at the same location as the eligible client. Neither the escort, nor the AGENCY, may be charged for the escort.
- 13. Any and all information regarding a client of the Community Transportation Program is strictly confidential. Information shall not be released to any party in any form without authorization of the individual, the AGENCY and/or the Transportation Program Coordinator.
- 14. All drivers must be properly licensed in the State of North Carolina, have three years driving experience, and be at least 21 years of age. All drivers must have a good driving record for the preceding three years. A written driving record from the State Motor Vehicles Division must be submitted to the Transportation Program Coordinator annually for each driver. Additionally, all drivers who may operate vehicles of 15 or more passengers must possess a Commercial Driver's License with a Passenger endorsement.
- 15. All drivers shall, at all times while on duty in the performance of the services required herein, be neatly and cleanly dressed and maintain a courteous and cooperative attitude in their contact with the public. All drivers shall have an identification badge in plain view so that clients can easily recognize them. All drivers are required to wear ANSI Class 2 Vests at all times. Drivers will not be permitted to smoke or use smokeless tobacco inside the vehicles at any time.
- 16. VENDOR employees and drivers providing service to AGENCY clients shall be certified in basic Red Cross First Aid and CPR. Copies of Red Cross certification must be provided to the Transportation Program Coordinator.
- 17. All drivers must receive the following training through programs approved by the Community Transportation Program and provide proof of successful completion to the Transportation Program Coordinator within thirty days of completion. VENDOR will be responsible for meeting training requirements on the following subjects:

 - First Aid Training and CPR
 OSHA Bloodborne Pathogens Training
 ADA Equipment and Safety Training
 Defensive Driving Training

All costs associated with employee training will be the responsibility of VENDOR. VENDOR is responsible for ensuring that each driver is properly acquainted with the requirements of the program and his/her responsibilities as a driver. The Community Transportation

STATE OF NORTH CAROLINA COUNTY OF CUMBERLAND

Program requires that all training be completed prior to any given driver begins providing service pursuant to this contract. Annual refresher training is required for all drivers.

- 18. VENDOR shall ensure law enforcement and other proper authorities will be contacted in cases of accident, injury or traffic violation. VENDOR must contact the Transportation Program Coordinator immediately, and the driver must be sent for drug and alcohol testing immediately. VENDOR must submit a written report to the Transportation Program Coordinator describing any such event within 48 hours of the event. Included with this report shall also be a copy of the police report if applicable. In cases of injury always dial 911 and seek medical assistance.
- 19. VENDOR shall ensure the safety of passengers by any and all means necessary, including but not limited to: driver training, retraining, and monitoring; use of seat belts; vehicle maintenance; maintaining order in and around vehicles; providing safety and emergency procedures; etc. All vehicles shall be equipped with fire extinguishers, web cutters, triangles, blood-borne pathogens kits, and first aid kits which shall be furnished by the VENDOR. Drivers must have the capabilities of using all safety equipment.

VENDOR shall ensure that all drivers are familiar with and follow the guidelines located in the Cumberland County System Safety Program Plan.

- 20. VENDOR shall take appropriate action to prevent or minimize inconvenience experienced by clients and to ensure their safety and comfort. In the event of a service disruption or delay that would prevent a scheduled pick-up, VENDOR is expected to respond appropriately in accordance with a contingency plan.
- 21. Vehicles are the responsibility of VENDOR. All aspects of maintenance, repair, fuel costs, lease or note payment, cleaning, insurance, etc. are the responsibility of VENDOR. All vehicles used by VENDOR for the purposes of supplying transportation services for this contract must be owned or leased by VENDOR. All vehicles must be clearly marked with VENDOR's name and phone number as to allow passengers to identify the vehicles.

At minimum, VENDOR is required to have six vehicles available for use of this program. At least four of those vehicles must have a wheelchair lift or be handicapped accessible. The contractor must have at their immediate disposal two backup vehicles. The COUNTY reserves the right to inspect vehicles for adequacy at announced or unannounced times.

VENDOR shall comply with all scheduled maintenance so that all vehicles used for this program are at a minimum in accordance with the manufacturer's specifications and/or in accordance with the State's vehicle maintenance standards.

22. VENDOR shall perform daily pre-trip and post-trip safety inspections on all vehicles. Vehicles failing the daily inspection will not be used in service until the reason for failure is corrected. The Community Transportation Program reserves the right to insure that vehicles are being maintained properly and are in safe operating condition. For passenger comfort, the heating and air-conditioning units of all vehicles must be kept in proper working order. VENDOR shall keep vehicles clean inside and out. All vehicle exteriors shall be washed weekly and interiors cleaned on a daily basis.

The Community Transportation Program may inspect vehicles at any reasonable time and may bar a vehicle from service until problem(s) are corrected. All service records will be kept for all vehicles for a minimum of 5 years and will be made available to the Transportation Program Coordinator on request.

- 23. VENDOR shall ensure all vehicles are properly registered and inspected by the state and have a current inspection sticker. VENDOR shall provide proof of current registration and inspections annually to the Transportation Program Coordinator for all vehicles.
- 24. VENDOR shall maintain adequate insurance (\$1.5M for vehicles with a seating capacity of 15 passengers or less or \$5M for vehicles with a seating capacity of 16 passengers or more) as required by the State of North Carolina covering comprehensive, general liability, commercial automobile, and worker's compensation insurance to protect against the perils of bodily and personal injury and property damage and such liabilities as are imposed or required to be insured against by law. VENDOR shall provide proof of current insurance annually to the Transportation Program Coordinator.
- 25. The Transportation Program Coordinator shall determine and document eligibility for service under the guidelines for service of its applicable funding sources. No fees shall be charged to individuals determined to be eligible unless expressly authorized in this contract.
- 26. VENDOR and all personnel acting for it may not solicit or accept any tips or gifts of any kind. If a passenger would like to contribute to the AGENCY's program, he/she may do so by contacting the Community Transportation Program directly.
- 27. Any disputes relating to this agreement shall be referred to the Cumberland County Transportation Advisory Board for final resolution.
- 28. VENDOR will verbally inform the Transportation Program Coordinator by the end of the workday if feasible, and no later than the start of the next day, of any complaints received. VENDOR shall provide a written report, when requested, to the Transportation Program Coordinator within 24 hours, containing a brief description of the complaint, as well as a proposed plan detailing steps that can be taken to avoid the occurrence of a complaint-producing incident in the future.
- 29. Cumberland County, the Community Transportation Program, the NCDOT and USDOT, or their designee(s) may at any time perform audits of the financial books, records, and accounts of VENDOR. VENDOR agrees to preserve, and to cause any subcontractor to preserve and make available, for a period of five years after the completion of a contract, any and all financial, operations, administrative, and maintenance records pertaining to this contract.

If any overpayment is uncovered in such an audit, it may be charged against VENDOR future invoices. The Community Transportation Program may withhold payment for services which failed to meet service specifications or are otherwise questionable.

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

B & W Transporting, Inc. Barbara Canady President Community Transportation Program Ifetayo Farrakhan Transportation Program Coordinator

STATE OF NORTH CAROLINA COUNTY OF CUMBERLAND

PO Box 40404 Fayetteville, NC 28309 (910) 309-3819 130 Gillespie Street Fayetteville, NC 28301 (910) 678-7624

- 31. INDEMNIFICATION: VENDOR shall indemnify and hold harmless the COUNTY from any and all liability, loss, or damage which may arise in the provision of said service due to the action or inaction of VENDOR or its agents.
- 32. NOTICE OF TERMINATION: This contract may be terminated by either party upon thirty (30) days prior written notice. In the event of termination prior to the normal expiration date of this Agreement, the COUNTY shall pay VENDOR the cost of transportation provided to AGENCY clients through and including midnight of the day of termination.
- 33. NOTICE OF MODIFICATION: This contract may be amended only in writing signed by each party.
- 34. NOTICE OF TERM: This contract shall be in effect from July 1, 2021 to June 30, 2022.
- 35. ASSIGNMENT CLAUSE: Neither of the parties may assign all or part of its rights under this Agreement, or delegate any performance hereunder or subcontract, without first obtaining the other party's written approval thereof.
- 36. SEVERABILITY: If any provision of this Agreement, or any portion thereof, is held unenforceable or invalid by any Court of competent jurisdiction, the validity or enforceability of the remaining provisions, or portions thereof, shall not be affected thereby and shall remain in full force and effect.
- 37. WAIVER CLAUSE: If either party shall waive any breach of any term, covenant, or condition of this Agreement, it shall not be deemed a waiver of any subsequent breach hereof.
- 38. BINDING EFFECT: This Agreement shall be binding upon and inure to the benefit of the successors, legal representatives, and assigns of the parties hereto, subject to the restrictions herein on assignment.
- 39. ENFORCEABILITY CLAUSE: This Agreement shall be governed by the internal laws of the State of North Carolina without regard to the conflict of laws provisions thereof. The parties agree that North Carolina courts shall have jurisdiction over any disputes arising out of this Agreement and that venue is shall be in Cumberland County, North Carolina.
- 40. If the grant or appropriation of funds to conduct and administer the present program are lawfully reduced, terminated, or not executed, the COUNTY, at its option, may terminate this contract and shall give VENDOR fifteen (15) days prior written notice of a reduction, termination, or decision not to execute the grant for the scheduled program. Following the effective date of such termination, the COUNTY shall have no further obligation to make any payments.
- 41. The CUMBERLAND COUNTY COMMUNITY TRANSPORTATION PROGRAM REQUEST FOR PROPOSAL, B & W TRANSPORTING, INC. PROPOSAL, and the CUMBERLAND COUNTY SYSTEM SAFETY PROGRAM PLAN are hereby incorporated by reference, including all stated federal and state requirements and certifications.

6 of 7

CONTRACT FOR SERVICES FISCAL YEAR 2022

IN TESTIMONY WHEREOF, the parties hereto have executed this Contract, by their respective duly authorized representatives, in duplicate originals, one of which is retained by each of the parties, effective the $1^{\rm st}$ day of July, 2021.

ATTEST	COUNTY OF CUMBERLAND
BY:	BY:
Candice White Clerk	Charles Evans Chair, Board of Commissioners
ATTEST	B & W TRANSPORTING, INC.
BY:	BY:
Witness	Barbara Canady President
This instrument has been pre- audited in the manner required by the Local Government Budget and	Annual factor and Cufficients
Fiscal Control Act.	Approved for Legal Sufficiency
BY:	BY:
Vicki Evans	
County Finance Director	County Attorney

THIS AGREEMENT, hereinafter known as the RURAL TRANSPORTATION AGREEMENT, made and entered into by and between the County of Cumberland (hereinafter referred to as COUNTY), and B & W TRANSPORTING, Inc. (hereinafter referred to as VENDOR).

WITNESSETH

WHEREAS, the COUNTY has developed a plan for Coordination of Transportation for Human Services; and

WHEREAS, this agreement will provide services for the Community Transportation Program (hereinafter referred to as AGENCY).

WHEREAS, the COUNTY was awarded state funds North Carolina Department of Transportation's (NCDOT) Rural Operating Assistance Program (ROAP), effective July 1, 2021 through June 30, 2022. Terms and Conditions of ROAP are hereby incorporated by reference.

NOW THEREFORE, in consideration of the mutual benefits to be derived herefrom, VENDOR hereby agrees to provide service to a segment of the COUNTY'S client population through the Cumberland County Community Transportation Program under the following terms and conditions:

1. The rate shall be TWENTY FOUR DOLLARS and ZERO CENTS (\$24.00) per passenger unit of service. The rate shall not be renegotiated during the period of the contract for any reason. For the purpose of this contract a unit is defined as each and every time a passenger boards a vehicle at a location and alights at another location within Cumberland County.

VENDOR will collect a flat rate fare of TWO DOLLARS and FIFTY CENTS (\$2.50) per one-way trip per passenger trip. Upon embarking, each passenger shall pay such fare and sign the trip log. VENDOR will collect, count and record daily fare box revenue. Fares collected will be applied to meet the local match requirement. VENDOR shall retain the fares which will be subtracted from the unit rate when invoicing the COUNTY. Fare logs missing signatures for invoiced trips may result in non-payment by the COUNTY.

- 2. In cases of cancellation, the Community Transportation Program requires transportation requests to be canceled at least one (1) hour prior to pickup to avoid charges for these units. Any trip attempted but on which the client does not travel is coded as a "no-show". A record of no shows and cancellations shall be kept by VENDOR, and delineated on the billing as such. The COUNTY shall not reimburse VENDOR for no-shows. No-shows and cancellations shall be reported by VENDOR to the Transportation Program Coordinator by the end of the week.
- 3. The COUNTY will pay VENDOR after verification of invoices by the Transportation Program Coordinator. The total amount shall not exceed SIXTY TWO THOUSAND FIVE HUNDRED AND FIFTY SEVEN DOLLARS AND ZERO CENTS (\$62,557.00) as approved by the Cumberland County Transportation Advisory Board. VENDOR is responsible for working with the AGENCY to monitor the budget as trips are made. The County shall not make any payment for expenditures in excess of the contract amount (\$62,557.00).
- 4. VENDOR shall maintain invoices and trip logs for all work performed under this contract. VENDOR shall submit on a monthly basis to the Transportation Program Coordinator the following information for services provided hereunder:

STATE OF NORTH CAROLINA COUNTY OF CUMBERLAND

- a. List of clients served
- b. Dates of units served
- c. Number of no-shows / cancellations
- d. Fare revenue log
- e. Mileage / trip run logs
- 5. VENDOR shall submit an invoice to the Transportation Program Coordinator by the fifth of the month following provision of service. If no discrepancies are reported, invoices shall be submitted within ten days to the Cumberland County Finance Department for payment. Checks will be issued according to the Cumberland County Finance Department check issuance schedule. Submission of invoices after the fifth of the month shall result in later payment dates.
- 6. In accordance with Federal Transit Administration (FTA) regulation 49 CFR Part 40 and 49 CFR Part 655, the Cumberland County Transportation Advisory Board (TAB) has adopted a drug and alcohol policy applicable to transportation service, which policy is incorporated herein by reference. VENDOR agrees to adhere to all aspects of the drug and alcohol testing program. Furthermore, VENDOR agrees to abide by any and all revisions to 49 CFR Part 40 and 49 CFR Part 655 as they are issued by FTA. Changes to 49 CFR Part 40 and 49 CFR Part 655 shall not effect the continuing validity or enforceability of this contract nor shall changes require contract modification.
- 7. All driver drug and alcohol testing will be completed through a testing site approved by the Transportation Program Coordinator. US Healthworks is the current approved site. The Transportation Program Coordinator will randomly select drivers annually to complete the DOT approved drug and alcohol testing. Testing is to be strictly applied to all safety sensitive employees of VENDOR for pre-employment, random, reasonable suspicion, post-accident, and return-to-duty testing.
- 8. On a quarterly basis, beginning July 1, 2021 and ending June 30, 2022, VENDOR shall submit an invoice to the Transportation Program Coordinator requesting reimbursement for the cost of its drug and alcohol testing required hereunder. Included in this request must be an original VENDOR invoice for the total cost for drug and alcohol testing during the reimbursement period and copies of all invoices received by VENDOR for drug and alcohol testing. The COUNTY will then request reimbursement for the cost of drug and alcohol testing from the North Carolina Department of Transportation Public Transportation Division. Reimbursement will be at the rate of 85% (0.85) of allowable charges. The COUNTY will issue a check to VENDOR promptly after the COUNTY receives such reimbursement.

If the grants or appropriation of funds to provide drug and alcohol testing reimbursement are lawfully reduced, terminated, or not executed, the COUNTY, at its option, may terminate Paragraph Eight of this contract and shall give VENDOR fifteen (15) days prior written notice of termination. Following the effective date of such termination, the COUNTY shall have no further obligation to make any payments. However, VENDOR must continue to follow drug testing and training procedures.

9. Services will normally be provided Monday through Friday between the hours of 5:00 am to 8:00 pm. Transportation services shall not end until all client trips have been completed. Transportation will be provided on all holidays except Christmas and New Year's Day.

- 10. VENDOR shall only undertake those trips and transport those passengers as authorized by the AGENCY and/or the Transportation Program Coordinator. AGENCY will notify VENDOR of reservations for demand-response trips and changes to subscription trips one business day prior by 3:00 pm. Payment for trips scheduled by individual clients shall not be covered or reimbursed under this contract.
- 11. The transport company will wait ten (10) minutes for the client to show. After that time, the client will be counted as a no-show.
- 12. The driver will assist handicapped clients if necessary. VENDOR must comply with the American with Disabilities Act as amended from time to time. VENDOR shall have sufficient vehicles to transport wheelchair clients. No totally incapacitated clients shall be served pursuant to this contract. VENDOR will not supply escorts, but must allow the passenger an escort if so requested. The escort must board and exit at the same location as the eligible client. Neither the escort, nor the AGENCY, may be charged for the escort.
- 13. Any and all information regarding a client of the Community Transportation Program is strictly confidential. Information shall not be released to any party in any form without authorization of the individual, the AGENCY and/or the Transportation Program Coordinator.
- 14. All drivers must be properly licensed in the State of North Carolina, have three years driving experience, and be at least 21 years of age. All drivers must have a good driving record for the preceding three years. A written driving record from the State Motor Vehicles Division must be submitted to the Transportation Program Coordinator annually for each driver. Additionally, all drivers who may operate vehicles of 15 or more passengers must possess a Commercial Driver's License with a Passenger endorsement.
- 15. All drivers shall, at all times while on duty in the performance of the services required herein, be neatly and cleanly dressed and maintain a courteous and cooperative attitude in their contact with the public. All drivers shall have an identification badge in plain view so that clients can easily recognize them. All drivers are required to wear ANSI Class 2 Vests at all times. Drivers will not be permitted to smoke or use smokeless tobacco inside the vehicles at any time.
- 16. VENDOR employees and drivers providing service to AGENCY clients shall be certified in basic Red Cross First Aid and CPR. Copies of Red Cross certification must be provided to the Transportation Program Coordinator.
- 17. All drivers must receive the following training through programs approved by the Community Transportation Program and provide proof of successful completion to the Transportation Program Coordinator within thirty days of completion. VENDOR will be responsible for meeting training requirements on the following subjects:
 - First Aid Training and CPR
 - OSHA Bloodborne Pathogens Training
 - ADA Sensitivity Training

- Drug & Alcohol Training
- ADA Equipment and Safety Training
- Defensive Driving Training

All costs associated with employee training will be the responsibility of VENDOR. VENDOR is responsible for ensuring that each driver is properly acquainted with the requirements of the program and his/her responsibilities as a driver. The Community Transportation Program requires that all training be completed prior to any given driver begins providing service pursuant to this contract. Annual refresher training is required for all drivers.

- 18. VENDOR shall ensure law enforcement and other proper authorities will be contacted in cases of accident, injury or traffic violation. VENDOR must contact the Transportation Program Coordinator immediately, and the driver must be sent for drug and alcohol testing immediately. VENDOR must submit a written report to the Transportation Program Coordinator describing any such event within 48 hours of the event. Included with this report shall also be a copy of the police report if applicable. In cases of injury always dial 911 and seek medical assistance.
- 19. VENDOR shall ensure the safety of passengers by any and all means necessary, including but not limited to: driver training, retraining, and monitoring; use of seat belts; vehicle maintenance; maintaining order in and around vehicles; providing safety and emergency procedures; etc. All vehicles shall be equipped with fire extinguishers, web cutters, triangles, blood-borne pathogens kits, and first aid kits which shall be furnished by the VENDOR. Drivers must have the capabilities of using all safety equipment.

VENDOR shall ensure that all drivers are familiar with and follow the guidelines located in the Cumberland County System Safety Program Plan.

- 20. VENDOR shall take appropriate action to prevent or minimize inconvenience experienced by clients and to ensure their safety and comfort. In the event of a service disruption or delay that would prevent a scheduled pick-up, VENDOR is expected to respond appropriately in accordance with a contingency plan.
- 21. Vehicles are the responsibility of VENDOR. All aspects of maintenance, repair, fuel costs, lease or note payment, cleaning, insurance, etc. are the responsibility of VENDOR. All vehicles used by VENDOR for the purposes of supplying transportation services for this contract must be owned or leased by VENDOR. All vehicles must be clearly marked with VENDOR's name and phone number as to allow passengers to identify the vehicles.

At minimum, VENDOR is required to have six vehicles available for use of this program. At least four of those vehicles must have a wheelchair lift or be handicapped accessible. The contractor must have at their immediate disposal two backup vehicles. The COUNTY reserves the right to inspect vehicles for adequacy at announced or unannounced times.

VENDOR shall comply with all scheduled maintenance so that all vehicles used for this program are at a minimum in accordance with the manufacturer's specifications and/or in accordance with the State's vehicle maintenance standards.

22. VENDOR shall perform daily pre-trip and post-trip safety inspections on all vehicles. Vehicles failing the daily inspection will not be used in service until the reason for failure is corrected. The Community Transportation Program reserves the right to insure that vehicles are being maintained properly and are in safe operating condition. For passenger comfort, the heating and air-conditioning units of all vehicles must be kept in proper working order. VENDOR shall keep vehicles clean inside and out. All vehicle exteriors shall be washed weekly and interiors cleaned on a daily basis.

The Community Transportation Program may inspect vehicles at any reasonable time and may bar a vehicle from service until problem(s) are corrected. All service records will be kept for all vehicles for a minimum of 5 years and will be made available to the Transportation Program Coordinator on request.

23. VENDOR shall ensure all vehicles are properly registered and inspected by the state and have a current inspection sticker. VENDOR shall provide proof of current

registration and inspections annually to the Transportation Program Coordinator for all vehicles.

- 24. VENDOR shall maintain adequate insurance (\$1.5M for vehicles with a seating capacity of 15 passengers or less or \$5M for vehicles with a seating capacity of 16 passengers or more) as required by the State of North Carolina covering comprehensive, general liability, commercial automobile, and worker's compensation insurance to protect against the perils of bodily and personal injury and property damage and such liabilities as are imposed or required to be insured against by law. VENDOR shall provide proof of current insurance annually to the Transportation Program Coordinator.
- 25. The Transportation Program Coordinator shall determine and document eligibility for service under the guidelines for service of its applicable funding sources. No fees shall be charged to individuals determined to be eligible unless expressly authorized in this contract.
- 26. VENDOR and all personnel acting for it may not solicit or accept any tips or gifts of any kind. If a passenger would like to contribute to the AGENCY's program, he/she may do so by contacting the Community Transportation Program directly.
- 27. Any disputes relating to this agreement shall be referred to the Cumberland County Transportation Advisory Board for final resolution.
- 28. VENDOR will verbally inform the Transportation Program Coordinator by the end of the workday if feasible, and no later than the start of the next day, of any complaints received. VENDOR shall provide a written report, when requested, to the Transportation Program Coordinator within 24 hours, containing a brief description of the complaint, as well as a proposed plan detailing steps that can be taken to avoid the occurrence of a complaint-producing incident in the future.
- 29. Cumberland County, the Community Transportation Program, the NCDOT and USDOT, or their designee(s) may at any time perform audits of the financial books, records, and accounts of VENDOR. VENDOR agrees to preserve, and to cause any subcontractor to preserve and make available, for a period of five years after the completion of a contract, any and all financial, operations, administrative, and maintenance records pertaining to this contract.

If any overpayment is uncovered in such an audit, it may be charged against VENDOR future invoices. The Community Transportation Program may withhold payment for services which failed to meet service specifications or are otherwise questionable.

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

B & W Transporting, Inc. Barbara Canady President PO Box 40404 Fayetteville, NC 28309 (910) 309-3819 Community Transportation Program Ifetayo Farrakhan
Transportation Program Coordinator
130 Gillespie Street
Fayetteville, NC 28301
(910) 678-7624

- 31. INDEMNIFICATION: VENDOR shall indemnify and hold harmless the COUNTY from any and all liability, loss, or damage which may arise in the provision of said service due to the action or inaction of VENDOR or its agents.
- 32. NOTICE OF TERMINATION: This contract may be terminated by either party upon thirty (30) days prior written notice. In the event of termination prior to the normal expiration date of this Agreement, the COUNTY shall pay VENDOR the cost of transportation provided to AGENCY clients through and including midnight of the day of termination.
- 33. NOTICE OF MODIFICATION: This contract may be amended only in writing signed by each party.
- 34. NOTICE OF TERM: This contract shall be in effect from July 1, 2021 to June 30, 2022.
- 35. ASSIGNMENT CLAUSE: Neither of the parties may assign all or part of its rights under this Agreement, or delegate any performance hereunder or subcontract, without first obtaining the other party's written approval thereof.
- 36. SEVERABILITY: If any provision of this Agreement, or any portion thereof, is held unenforceable or invalid by any Court of competent jurisdiction, the validity or enforceability of the remaining provisions, or portions thereof, shall not be affected thereby and shall remain in full force and effect.
- 37. WAIVER CLAUSE: If either party shall waive any breach of any term, covenant, or condition of this Agreement, it shall not be deemed a waiver of any subsequent breach hereof.
- 38. BINDING EFFECT: This Agreement shall be binding upon and inure to the benefit of the successors, legal representatives, and assigns of the parties hereto, subject to the restrictions herein on assignment.
- 39. ENFORCEABILITY CLAUSE: This Agreement shall be governed by the internal laws of the State of North Carolina without regard to the conflict of laws provisions thereof. The parties agree that North Carolina courts shall have jurisdiction over any disputes arising out of this Agreement and that venue is shall be in Cumberland County, North Carolina.
- 40. If the grant or appropriation of funds to conduct and administer the present program are lawfully reduced, terminated, or not executed, the COUNTY, at its option, may terminate this contract and shall give VENDOR fifteen (15) days prior written notice of a reduction, termination, or decision not to execute the grant for the scheduled program. Following the effective date of such termination, the COUNTY shall have no further obligation to make any payments.
- 41. The CUMBERLAND COUNTY COMMUNITY TRANSPORTATION PROGRAM REQUEST FOR PROPOSAL, B & W TRANSPORTING, INC. PROPOSAL, and the CUMBERLAND COUNTY SYSTEM SAFETY PROGRAM PLAN are hereby incorporated by reference, including all stated federal and state requirements and certifications.

6 of 7

CONTRACT FOR SERVICES FISCAL YEAR 2022

IN TESTIMONY WHEREOF, the parties hereto have executed this Contract, by their respective duly authorized representatives, in duplicate originals, one of which is retained by each of the parties, effective the $1^{\rm st}$ day of July, 2021.

ATTEST	COUNTY OF CUMBERLAND
BY:	BY:
Candice White Clerk	Charles Evans Chair, Board of Commissioners
ATTEST	B & W TRANSPORTING, INC.
BY:	BY:
Witness	Barbara Canady President
This instrument has been pre- audited in the manner required by the Local Government Budget and Fiscal Control Act.	Approved for Legal Sufficiency
BY:	BY:
Vicki Evans	
County Finance Director	County Attorney

THIS AGREEMENT, hereinafter known as the RURAL TRANSPORTATION AGREEMENT, made and entered into by and between the County of Cumberland (hereinafter referred to as COUNTY), and FAMIKS Transport, Inc. (hereinafter referred to as FAMIKS).

WITNESSETH

WHEREAS, the COUNTY has developed a plan for Coordination of Transportation for Human Services; and

WHEREAS, this agreement will provide services for the Community Transportation Program (hereinafter referred to as AGENCY).

WHEREAS, the COUNTY was awarded state funds North Carolina Department of Transportation's (NCDOT) Rural Operating Assistance Program (ROAP), effective July 1, 2021 through June 30, 2022. Terms and Conditions of ROAP are hereby incorporated by reference.

NOW THEREFORE, in consideration of the mutual benefits to be derived herefrom, FAMIKS hereby agrees to provide service to a segment of the COUNTY'S client population through the Cumberland County Community Transportation Program under the following terms and conditions:

1. The rate shall be TWENTY FOUR DOLLARS and FIFTY CENTS (\$24.50) per passenger unit of service. The rate shall not be renegotiated during the period of the contract for any reason. For the purpose of this contract a unit is defined as each and every time a passenger boards a vehicle at a location and alights at another location within Cumberland County.

FAMIKS will collect a flat rate fare of TWO DOLLARS and FIFTY CENTS (\$2.50) per one-way trip per passenger trip. Upon embarking, each passenger shall pay such fare and sign the trip log. FAMIKS will collect, count and record daily fare box revenue. Fares collected will be applied to meet the local match requirement. FAMIKS shall retain the fares which will be subtracted from the unit rate when invoicing the COUNTY. Fare logs missing signatures for invoiced trips may result in non-payment by the COUNTY.

- 2. In cases of cancellation, the Community Transportation Program requires transportation requests to be canceled at least one (1) hour prior to pickup to avoid charges for these units. Any trip attempted but on which the client does not travel is coded as a "no-show". A record of no shows and cancellations shall be kept by FAMIKS, and delineated on the billing as such. The COUNTY shall not reimburse FAMIKS for no-shows. No-shows and cancellations shall be reported by FAMIKS to the Transportation Program Coordinator by the end of the week.
- 3. The COUNTY will pay FAMIKS after verification of invoices by the Transportation Program Coordinator. The total amount shall not exceed SEVEN THOUSAND SIX HUNDRED AND EIGHTY DOLLARS AND ZERO CENTS (\$7,680.00) as approved by the Cumberland County Transportation Advisory Board. FAMIKS is responsible for working with the AGENCY to monitor the budget as trips are made. The County shall not make any payment for expenditures in excess of the contract amount (\$7,680.00).
- 4. FAMIKS shall maintain invoices and trip logs for all work performed under this contract. FAMIKS shall submit on a monthly basis to the Transportation Program Coordinator the following information for services provided hereunder:

STATE OF NORTH CAROLINA COUNTY OF CUMBERLAND

- a. List of clients served
- b. Dates of units served
- c. Number of no-shows / cancellations
- d. Fare revenue log
- e. Mileage / trip run logs
- 5. FAMIKS shall submit an invoice to the Transportation Program Coordinator by the fifth of the month following provision of service. If no discrepancies are reported, invoices shall be submitted within ten days to the Cumberland County Finance Department for payment. Checks will be issued according to the Cumberland County Finance Department check issuance schedule. Submission of invoices after the fifth of the month shall result in later payment dates.
- 6. In accordance with Federal Transit Administration (FTA) regulation 49 CFR Part 40 and 49 CFR Part 655, the Cumberland County Transportation Advisory Board (TAB) has adopted a drug and alcohol policy applicable to transportation service, which policy is incorporated herein by reference. FAMIKS agrees to adhere to all aspects of the drug and alcohol testing program. Furthermore, FAMIKS agrees to abide by any and all revisions to 49 CFR Part 40 and 49 CFR Part 655 as they are issued by FTA. Changes to 49 CFR Part 40 and 49 CFR Part 655 shall not effect the continuing validity or enforceability of this contract nor shall changes require contract modification.
- 7. All driver drug and alcohol testing will be completed through a testing site approved by the Transportation Program Coordinator. US Healthworks is the current approved site. The Transportation Program Coordinator will randomly select drivers annually to complete the DOT approved drug and alcohol testing. Testing is to be strictly applied to all safety sensitive employees of FAMIKS for pre-employment, random, reasonable suspicion, post-accident, and return-to-duty testing.
- 8. On a quarterly basis, beginning July 1, 2021 and ending June 30, 2022, FAMIKS shall submit an invoice to the Transportation Program Coordinator requesting reimbursement for the cost of its drug and alcohol testing required hereunder. Included in this request must be an original FAMIKS invoice for the total cost for drug and alcohol testing during the reimbursement period and copies of all invoices received by FAMIKS for drug and alcohol testing. The COUNTY will then request reimbursement for the cost of drug and alcohol testing from the North Carolina Department of Transportation Public Transportation Division. Reimbursement will be at the rate of 85% (0.85) of allowable charges. The COUNTY will issue a check to FAMIKS promptly after the COUNTY receives such reimbursement.

If the grants or appropriation of funds to provide drug and alcohol testing reimbursement are lawfully reduced, terminated, or not executed, the COUNTY, at its option, may terminate Paragraph Eight of this contract and shall give FAMIKS fifteen (15) days prior written notice of termination. Following the effective date of such termination, the COUNTY shall have no further obligation to make any payments. However, FAMIKS must continue to follow drug testing and training procedures.

9. Services will normally be provided Monday through Friday between the hours of 5:00 am to 8:00 pm. Transportation services shall not end until all client trips have been completed. Transportation will be provided on all holidays except Christmas and New Year's Day.

- 10. FAMIKS shall only undertake those trips and transport those passengers as authorized by the AGENCY and/or the Transportation Program Coordinator. AGENCY will notify FAMIKS of reservations for demand-response trips and changes to subscription trips one business day prior by 3:00 pm. Payment for trips scheduled by individual clients shall not be covered or reimbursed under this contract.
- 11. The transport company will wait ten (10) minutes for the client to show. After that time, the client will be counted as a no-show.
- 12. The driver will assist handicapped clients if necessary. FAMIKS must comply with the American with Disabilities Act as amended from time to time. FAMIKS shall have sufficient vehicles to transport wheelchair clients. No totally incapacitated clients shall be served pursuant to this contract. FAMIKS will not supply escorts, but must allow the passenger an escort if so requested. The escort must board and exit at the same location as the eligible client. Neither the escort, nor the AGENCY, may be charged for the escort.
- 13. Any and all information regarding a client of the Community Transportation Program is strictly confidential. Information shall not be released to any party in any form without authorization of the individual, the AGENCY and/or the Transportation Program Coordinator.
- 14. All drivers must be properly licensed in the State of North Carolina, have three years driving experience, and be at least 21 years of age. All drivers must have a good driving record for the preceding three years. A written driving record from the State Motor Vehicles Division must be submitted to the Transportation Program Coordinator annually for each driver. Additionally, all drivers who may operate vehicles of 15 or more passengers must possess a Commercial Driver's License with a Passenger endorsement.
- 15. All drivers shall, at all times while on duty in the performance of the services required herein, be neatly and cleanly dressed and maintain a courteous and cooperative attitude in their contact with the public. All drivers shall have an identification badge in plain view so that clients can easily recognize them. All drivers are required to wear ANSI Class 2 Vests at all times. Drivers will not be permitted to smoke or use smokeless tobacco inside the vehicles at any time.
- 16. FAMIKS employees and drivers providing service to AGENCY clients shall be certified in basic Red Cross First Aid and CPR. Copies of Red Cross certification must be provided to the Transportation Program Coordinator.
- 17. All drivers must receive the following training through programs approved by the Community Transportation Program and provide proof of successful completion to the Transportation Program Coordinator within thirty days of completion. FAMIKS will be responsible for meeting training requirements on the following subjects:
 - First Aid Training and CPR
 - OSHA Bloodborne Pathogens Training
 - ADA Sensitivity Training

- Drug & Alcohol Training
- ADA Equipment and Safety Training
- Defensive Driving Training

All costs associated with employee training will be the responsibility of FAMIKS. FAMIKS is responsible for ensuring that each driver is properly acquainted with the requirements of the program and his/her responsibilities as a driver. The Community Transportation Program requires that all training be completed prior to any given driver begins providing service pursuant to this contract. Annual refresher training is required for all drivers.

- 18. FAMIKS shall ensure law enforcement and other proper authorities will be contacted in cases of accident, injury or traffic violation. FAMIKS must contact the Transportation Program Coordinator immediately, and the driver must be sent for drug and alcohol testing immediately. FAMIKS must submit a written report to the Transportation Program Coordinator describing any such event within 48 hours of the event. Included with this report shall also be a copy of the police report if applicable. In cases of injury always dial 911 and seek medical assistance.
- 19. FAMIKS shall ensure the safety of passengers by any and all means necessary, including but not limited to: driver training, retraining, and monitoring; use of seat belts; vehicle maintenance; maintaining order in and around vehicles; providing safety and emergency procedures; etc. All vehicles shall be equipped with fire extinguishers, web cutters, triangles, blood-borne pathogens kits, and first aid kits which shall be furnished by the FAMIKS. Drivers must have the capabilities of using all safety equipment.

FAMIKS shall ensure that all drivers are familiar with and follow the guidelines located in the Cumberland County System Safety Program Plan.

- 20. FAMIKS shall take appropriate action to prevent or minimize inconvenience experienced by clients and to ensure their safety and comfort. In the event of a service disruption or delay that would prevent a scheduled pick-up, FAMIKS is expected to respond appropriately in accordance with a contingency plan.
- 21. Vehicles are the responsibility of FAMIKS. All aspects of maintenance, repair, fuel costs, lease or note payment, cleaning, insurance, etc. are the responsibility of FAMIKS. All vehicles used by FAMIKS for the purposes of supplying transportation services for this contract must be owned or leased by FAMIKS. All vehicles must be clearly marked with FAMIKS's name and phone number as to allow passengers to identify the vehicles.

At minimum, FAMIKS is required to have six vehicles available for use of this program. At least four of those vehicles must have a wheelchair lift or be handicapped accessible. The contractor must have at their immediate disposal two backup vehicles. The COUNTY reserves the right to inspect vehicles for adequacy at announced or unannounced times.

FAMIKS shall comply with all scheduled maintenance so that all vehicles used for this program are at a minimum in accordance with the manufacturer's specifications and/or in accordance with the State's vehicle maintenance standards.

22. FAMIKS shall perform daily pre-trip and post-trip safety inspections on all vehicles. Vehicles failing the daily inspection will not be used in service until the reason for failure is corrected. The Community Transportation Program reserves the right to insure that vehicles are being maintained properly and are in safe operating condition. For passenger comfort, the heating and air-conditioning units of all vehicles must be kept in proper working order. FAMIKS shall keep vehicles clean inside and out. All vehicle exteriors shall be washed weekly and interiors cleaned on a daily basis.

The Community Transportation Program may inspect vehicles at any reasonable time and may bar a vehicle from service until problem(s) are corrected. All service records will be kept for all vehicles for a minimum of 5 years and will be made available to the Transportation Program Coordinator on request.

23. FAMIKS shall ensure all vehicles are properly registered and inspected by the state and have a current inspection sticker. FAMIKS shall provide proof of current

registration and inspections annually to the Transportation Program Coordinator for all vehicles.

- 24. FAMIKS shall maintain adequate insurance (\$1.5M for vehicles with a seating capacity of 15 passengers or less or \$5M for vehicles with a seating capacity of 16 passengers or more) as required by the State of North Carolina covering comprehensive, general liability, commercial automobile, and worker's compensation insurance to protect against the perils of bodily and personal injury and property damage and such liabilities as are imposed or required to be insured against by law. FAMIKS shall provide proof of current insurance annually to the Transportation Program Coordinator.
- 25. The Transportation Program Coordinator shall determine and document eligibility for service under the guidelines for service of its applicable funding sources. No fees shall be charged to individuals determined to be eligible unless expressly authorized in this contract.
- 26. FAMIKS and all personnel acting for it may not solicit or accept any tips or gifts of any kind. If a passenger would like to contribute to the AGENCY's program, he/she may do so by contacting the Community Transportation Program directly.
- 27. Any disputes relating to this agreement shall be referred to the Cumberland County Transportation Advisory Board for final resolution.
- 28. FAMIKS will verbally inform the Transportation Program Coordinator by the end of the workday if feasible, and no later than the start of the next day, of any complaints received. FAMIKS shall provide a written report, when requested, to the Transportation Program Coordinator within 24 hours, containing a brief description of the complaint, as well as a proposed plan detailing steps that can be taken to avoid the occurrence of a complaint-producing incident in the future.
- 29. Cumberland County, the Community Transportation Program, the NCDOT and USDOT, or their designee(s) may at any time perform audits of the financial books, records, and accounts of FAMIKS. FAMIKS agrees to preserve, and to cause any subcontractor to preserve and make available, for a period of five years after the completion of a contract, any and all financial, operations, administrative, and maintenance records pertaining to this contract.

If any overpayment is uncovered in such an audit, it may be charged against FAMIKS future invoices. The Community Transportation Program may withhold payment for services which failed to meet service specifications or are otherwise questionable.

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

FAMIKS Transport, Inc. Ebou Sankareh President 119 Harvest Lane Raeford, NC 28376 (910) 322-1427 Community Transportation Program Ifetayo Farrakhan
Transportation Program Coordinator
130 Gillespie Street
Fayetteville, NC 28301
(910) 678-7624

- 31. INDEMNIFICATION: FAMIKS shall indemnify and hold harmless the COUNTY from any and all liability, loss, or damage which may arise in the provision of said service due to the action or inaction of FAMIKS or its agents.
- 32. NOTICE OF TERMINATION: This contract may be terminated by either party upon thirty (30) days prior written notice. In the event of termination prior to the normal expiration date of this Agreement, the COUNTY shall pay FAMIKS the cost of transportation provided to AGENCY clients through and including midnight of the day of termination.
- 33. NOTICE OF MODIFICATION: This contract may be amended only in writing signed by each party.
- 34. NOTICE OF TERM: This contract shall be in effect from July 1, 2021 to June 30, 2022.
- 35. ASSIGNMENT CLAUSE: Neither of the parties may assign all or part of its rights under this Agreement, or delegate any performance hereunder or subcontract, without first obtaining the other party's written approval thereof.
- 36. SEVERABILITY: If any provision of this Agreement, or any portion thereof, is held unenforceable or invalid by any Court of competent jurisdiction, the validity or enforceability of the remaining provisions, or portions thereof, shall not be affected thereby and shall remain in full force and effect.
- 37. WAIVER CLAUSE: If either party shall waive any breach of any term, covenant, or condition of this Agreement, it shall not be deemed a waiver of any subsequent breach hereof.
- 38. BINDING EFFECT: This Agreement shall be binding upon and inure to the benefit of the successors, legal representatives, and assigns of the parties hereto, subject to the restrictions herein on assignment.
- 39. ENFORCEABILITY CLAUSE: This Agreement shall be governed by the internal laws of the State of North Carolina without regard to the conflict of laws provisions thereof. The parties agree that North Carolina courts shall have jurisdiction over any disputes arising out of this Agreement and that venue is shall be in Cumberland County, North Carolina.
- 40. If the grant or appropriation of funds to conduct and administer the present program are lawfully reduced, terminated, or not executed, the COUNTY, at its option, may terminate this contract and shall give FAMIKS fifteen (15) days prior written notice of a reduction, termination, or decision not to execute the grant for the scheduled program. Following the effective date of such termination, the COUNTY shall have no further obligation to make any payments.
- 41. The CUMBERLAND COUNTY COMMUNITY TRANSPORTATION PROGRAM REQUEST FOR PROPOSAL, FAMIKS' PROPOSAL, and the CUMBERLAND COUNTY SYSTEM SAFETY PROGRAM PLAN are hereby incorporated by reference, including all stated federal and state requirements and certifications.

6 of 7

CONTRACT FOR SERVICES FISCAL YEAR 2022

IN TESTIMONY WHEREOF, the parties hereto have executed this Contract, by their respective duly authorized representatives, in duplicate originals, one of which is retained by each of the parties, effective the $1^{\rm st}$ day of July, 2021.

ATTEST	COUNTY OF CUMBERLAND
BY:	BY:
Candice White Clerk	Charles Evans Chair, Board of Commissioners
ATTEST	FAMIKS Transport, Inc.
BY:	BY:
Witness	Ebou Sankareh President
This instrument has been pre- audited in the manner required by the Local Government Budget and Fiscal Control Act.	Approved for Legal Sufficiency
BY:	BY:
Vicki Evans	
County Finance Director	County Attorney



PLANNING AND INSPECTIONS DEPARTMENT

MEMORANDUM FOR THE AGENDA OF THE JUNE 10, 2021 AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: RAWLS HOWARD, DIRECTOR OF PLANNING AND INSPECTIONS

DATE: 6/10/2021

SUBJECT: FAYETTEVILLE AREA METROPOLITAN PLANNING ORGANIZATION

(FAMPO) MEMORANDUM OF UNDERSTANDING UPDATE

Requested by: AMY H. CANNON, COUNTY MANAGER

Presenter(s): RAWLS HOWARD, DIRECTOR OF PLANNING AND INSPECTIONS

BACKGROUND

The Fayetteville Area Metropolitan Planning Organization (FAMPO) has updated the Memorandum of Understanding (MOU) that exists between FAMPO and its municipalities including the Cities of Fayetteville and Raeford, the Towns of Eastover, Hope Mills, Parkton and Spring Lake, the Counties of Cumberland, Harnett, Hoke and Robeson, Fort Bragg Military Reservation, and the NC Department of Transportation in cooperation with the US Department of Transportation, to include the Fort Bragg Military Reservation as a voting member.

A representative from Fort Bragg has always been a non-voting member of the FAMPO Transportation Policy Board (TPB). Fort Bragg initially requested to become a voting member of the FAMPO TPB due to the National Highway System (NHS) routes going through the post and the recent coordination of work on projects, to include the I-295 Outer Loop. The issue was taken to the Federal Highway Administration (FHWA) and they agree that Fort Bragg has the right to be a voting member given the fact that there are facilities on the post that are publicly funded and maintained and eligible for planning and prioritization. Other administrative updates were made to the MOU revising position titles.

The updated MOU includes Fort Bragg as a voting member on the FAMPO Transportation Policy Board as stated in Section 3 of the document. Presentations have been scheduled throughout May and June for each municipality in the FAMPO Metropolitan Planning Area for adoption. A final signed copy will be sent to each

municipality upon completion.

RECOMMENDATION / PROPOSED ACTION

Staff requests the Board of County Commissioners consider approval of the FAMPO Memorandum of Understanding to include the Fort Bragg Military Reservation as a voting member of the FAMPO Transportation Policy Board. Staff requests this item be placed on the Consent Agenda for the June 21, 2021 Regular Meeting.

Type

Backup Material

Backup Material

ATTACHMENTS:

Description
Updated FAMPO MOU - Mark Up
Updated FAMPO MOU - Clean Copy

MEMORANDUM OF UNDERSTANDING FOR COOPERATIVE, COMPREHENSIVE, AND CONTINUING TRANSPORTATION PLANNING

AMONG

THE CITY OF FAYETTEVILLE, THE TOWN OF EASTOVER, THE TOWN OF HOPE MILLS, THE TOWN OF PARKTON, THE CITY OF RAEFORD, THE TOWN OF SPRING LAKE, THE FORT BRAGG MILITARY RESERVATION, THE COUNTY OF CUMBERLAND, THE COUNTY OF HARNETT, THE COUNTY OF HOKE, THE COUNTY OF ROBESON, AND THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION IN COOPERATION WITH THE UNITED STATES DEPARTMENT OF TRANSPORTATION

WITNESSETH:

WHEREAS, certain of the parties hereto have previously entered into a Memorandum of Understanding for cooperative, comprehensive, and continuing transportation planning through the Fayetteville Area Metropolitan Planning Organization (the FAMPO), which agreement was last amended in December 2002-2014; and

WHEREAS, the parties desire to continue that transportation planning through the FAMPO and amend and expand the agreement to include additional parties and clarify their respective roles and responsibilities; and

WHEREAS, each Metropolitan Planning Organization (MPO) is required to develop a Metropolitan Transportation Plan in cooperation with NCDOT and in accordance with 23 U.S.C. § 134, any amendments thereto, and any implementing regulations; and a Comprehensive Transportation Plan in accordance with North Carolina General Statute §136-66.2; and

WHEREAS, the Metropolitan Transportation Plan serves as the basis for future transportation improvements within the Metropolitan Planning Area; and

WHEREAS, the parties intend that this Memorandum of Understanding shall supersede all prior memoranda of understanding among any of them pertaining to the FAMPO.

NOW THEREFORE, in consideration of the mutual benefits afforded to each party, the parties agree as follows:

Section 1. Boundary of the Metropolitan Planning Area

The Fayetteville Urban Metropolitan Planning Area consists of the Fayetteville Urban Area as defined by the United States Department of Commerce, Bureau of the Census, plus that area beyond the existing urbanized area boundary that is expected to become urbanized within a twenty-year planning period. This area is hereinafter referred to as the Metropolitan Planning Area.

Section 2. Planning Responsibility within the Metropolitan Planning Area

Cooperative, continuing and comprehensive transportation planning shall be undertaken in the Metropolitan Planning Area by the FAMPO in accordance with all applicable federal and state statutes. The FAMPO shall coordinate any transportation planning it undertakes which may have a regional impact with Mid-Carolina Rural Planning Organization and the Lumber River Rural Planning Organization.

Section 3. Establishment of the FAMPO

The FAMPO shall be governed by a board of directors which shall be the policy making board for the MPO and shall be constituted as follows:

The voting members of the board of directors of the FAMPO shall consist of the Chief Elected Official, or a single representative appointed by the Chief Elected Official, from the governing boards of each of the General Purpose Local Governments which are parties to this agreement; an additional representative from the City Council of Fayetteville, appointed by the Chief Elected Official, to represent the Transit Operator for the City of Fayetteville; a representative from the Fort Bragg Military Reservation; a representative from Division Six of the North Carolina Department of Transportation; and a representative from Division Eight of the North Carolina Department of Transportation. In addition, the board of directors of the FAMPO shall include a non-voting representative from the Fort Bragg Military Reservation, a non-voting representative from the Federal Highway Administration-North Carolina Division, and a non-voting representative from the Federal Transit Administration-Region IV. The members representing the Fort Bragg Military Reservation and the state and federal agencies shall be selected as determined by the agencies they are representing.

Section 4. Conduct of Business by the FAMPO Board of Directors

The FAMPO board of directors will meet as often as it deems appropriate and advisable. The board of directors will adopt by-laws and select a Chair and Vice-chair and conduct its business in accordance with its adopted by- laws. All meetings of the board of directors shall be subject to the Open Meetings Law.

Section 5. Role and Responsibilities of the FAMPO

The FAMPO board of directors will be responsible for carrying out the provisions of 23 U.S.C. § 134 (Federal Highway Administration); and 49 U.S.C. §§ 5303, 5304, 5305, 5306 and 5307(Federal Transit Administration); including the following duties and responsibilities:

- 5.1. Review and approval of the annual transportation Unified Planning Work Program and any subsequent amendments;
- 5.2. Review and approval of the Transportation Improvement Program for multimodal capital and operating expenditures to insure coordination between local and State capital and operating improvement programs and any subsequent amendments;

- 5,3, Review and approval of the Metropolitan Transportation Plan, and subsequent changes thereto, and the Comprehensive Transportation Plan as required by the N.C.G.S. § 136-66.2(d). Revisions in the transportation plans must be jointly approved by the FAMPO board of directors and the North Carolina Department of Transportation;
- 5.4. Endorsement, review and approval of changes to the Federal highway Administration Functional Classification System, the Adjusted Urbanized Area Boundary and the Metropolitan Planning Area Boundary;
- 5.5. Endorsement, review and approval of a Prospectus for Transportation Planning which defines work tasks and responsibilities for the various agencies participating in the transportation planning process;
- 5.6. Establishment of goals and objectives for the transportation planning process reflective of and responsive to such comprehensive plans for growth and development in the Metropolitan Planning Area as are adopted by Boards of General Purpose Local Government.
- 5.7. Approval and distribution of federal funds designated for the Metropolitan Planning Area under the provisions of MAP-21 and any other subsequent transportation funding authorizations.

Section 6. Establishment of the Transportation Coordinating Committee (the TCC)

- 6.1. The parties acknowledge that transportation planning is a specialized field. In order to give the FAMPO, as the duly constituted Transportation Advisory Committee (the TAC), access to the technical expertise necessary to meet the requirements of federal and state law, a Technical Coordinating Committee the TCC) shall be established with the responsibility for advising the FAMPO on the technical aspects of the transportation planning process, performing such technical analysis as necessary to support transportation planning and making recommendations to the FAMPO and local and State governmental agencies for any necessary actions relating to the continuing transportation planning process.
- 62 Membership of the TCC shall include technical representation from all local and State governmental agencies directly related to and concerned with the transportation planning process for the Metropolitan Planning Area and shall consist of the following:

Voting members, serving *ex-officio*:

City Manager, City of Raeford
County Manager, County of Cumberland
County Manager, County of Hoke
County Manager, County of Robeson
Town Manager, Town of Eastover
Town Manager, Town of Hope Mills
Town Manager, Town of Spring Lake
Director, Cumberland County Planning and Inspections Department
Director, Fayetteville Transit Department

Director, Fayetteville — Cumberland County Parks and Recreation Department

Director, City of Fayetteville Engineering and Infrastructure Department

Director, City of Fayetteville, Public Services

Director, Cumberland County Engineering and Infrastructure Department

Director, Fayetteville Regional Airport

Manager, City of Fayetteville Planning and Zoning Division

Director, City of Fayetteville, Development Services

City Traffic Engineer, City of Fayetteville

Director, Mid Carolina Rural Planning Organization

Planner, Lumber River Rural Planning Organization

Manager, Harnett County Planning Services

Supervisor, Cumberland County Schools Planning Department

Executive Director, Mid-Carolina Council of Governments

Executive Director, Sustainable Sandhills

Assoc. Vice-Chancellor for Facilities Management at Fayetteville State University

Installation Transportation Officer, Fort Bragg Military Reservation

Division Engineer, Division Six, Division of Highways, NCDOT

Division Engineer, Division Eight, Division of Highways, NCDOT

Division Construction Engineer, Division Six, Division of Highways, NCDOT

Division Construction Engineer, Division Eight, Division of Highways, NCDOT

Division Traffic Engineer, Division Six, Division of Highways, NCDOT

Division Traffic Engineer, Division Eight, Division of Highways, NCDOT

Fayetteville Metropolitan Area Coordinator, Transportation Planning Branch, NCDOT

Voting members, selected by the agency they represent:

Representative of the Fayetteville — Cumberland County Chamber of Commerce; Representative of Cumberland County Transportation Advisory Board;

Non-voting members, serving ex officio:

Director, Public Transportation Division, NCDOT
FHWA-NC Division
Community Planner, Region IV, Federal Transit Administration
Representative of the Directorate of Facilities Engineering, Fort Bragg Military
Reservation

Section 7. Conduct of Business by the TCC

The TCC will meet as often as it deems appropriate and advisable. The TCC will adopt by-laws and select a Chair and Vice-chair and conduct its business in accordance with its adopted bylaws. All meetings of the TCC shall be subject to the Open Meetings Law.

Section 8. Role and Responsibilities of the TCC

The TCC shall be responsible for development, review, and recommendation for approval of the Prospectus, Transportation Improvement Program, Federal-Aid Urban System and Boundary,

revisions to the Transportation Plan, planning citizen participation, and documentation reports on the transportation study.

Section 9. Establishment of the Citizens Advisory Committee (the CAC)

There shall also be a Citizens Advisory Committee (the CAC) established consisting of no less than 11 and not more than 17 interested citizens who reside within the Metropolitan Planning Area, The members of the CAC shall be appointed by the FAMPO board of directors and shall be selected to represent areas of interest and interest groups, including traditionally underrepresented members of the community, to address such interests as bicycle paths, pedestrian greenways, environmental concerns, road safety, traffic congestion, freight, rail and transit and with representatives including advocates for the disabled, seniors and minorities.

Section 10. Conduct of Business by the CAC

The CAC will meet as often as it deems appropriate and advisable to make recommendations to the TAC and the TCC. The CAC will adopt by-laws and select a Chair and Vice-chair and conduct its business in accordance with its adopted by- laws. All meetings of the CAC shall be subject to the Open Meetings Law.

Section 11. The Executive Director

Administrative coordination for the FAMPO (TAC), the TCC and the CAC will be performed by an Executive Director. The Executive Director shall be selected by a panel consisting of the Development Services Director and the Director of Engineering and Infrastructure Public Services Director for the City of Fayetteville, the Director of Planning and Inspections for Cumberland County, and the managers or the designees of the managers of the towns of Hope Mills and Spring Lake. The Executive Director shall become an employee of Cumberland County, subject to the provisions of Cumberland County's personnel rules and policies, assigned to the Cumberland County Planning and Inspections Department and report to the county's Director of Planning and Inspections. The Executive Director shall select such other staff as may be budgeted in accordance with the selection and recruitment rules and policies of Cumberland County. All staff selected by the Executive Director shall become employees of Cumberland County assigned to the Cumberland County Planning and Inspections Department and subject to the provisions of the County's personnel rules and policies.

Section 12. Role and Responsibilities of the Executive Director

12.1. The Executive Director shall serve *ex officio* as the Secretary of the FAMPO Board of Directors (the TAC), the TCC and the CAC and shall be responsible to arrange the meetings and agendas and maintain the minutes and records of each. In addition, the Executive Director shall prepare the Prospectus, the Unified Planning Work Program the (UPWP), a Transportation Improvement Program in accordance with federal and state regulations and requirements; develop a Transportation Plan in accordance with federal and state regulations; maintain the Transportation Plan; execute the transportation planning process in accordance with federal and state laws and regulations; prepare invoices and progress reports in accordance with federal,

state, and local requirements; structure the public involvement process needed to ensure that the UPWP, Transportation Plan, Transportation Improvement Program, and any transportation conformity determinations meet federal requirements; and consult with the FAMPO Board of Directors, the TCC and the CAC regarding the best approaches to performing the duties listed above.

12.2. In advance of making any proposal or recommendation to the TAC, the TCC or the CAC, the Executive Director shall provide such recommendation to the chief planning official for every jurisdiction within the Metropolitan Planning Area which may be impacted by such proposal or recommendation in sufficient time for the chief planning official to review and comment on the proposal or recommendation.

Section 13. Additional Responsibilities of Member Governments

- 13.1. The representative from each General Purpose Local Government on the FAMPO board of directors shall be responsible for instructing the clerk of his/ her local government to provide to the Executive Director copies of the minutes of any action taken by his/her local government which involves any MPO plan.
- 13.2. Each member signatory local government shall coordinate zoning and subdivision approval in their respective jurisdictions in accordance with the FAMPO adopted transportation plan.
- 13.3. As the host agency, the Cumberland County Planning and Inspections Department will serve as the Lead Planning Agency for transportation planning in the Metropolitan Planning Area. All other member signatory local governments will assist in the transportation planning process by providing planning assistance, data, and inventories in accordance with the Prospectus for Transportation Planning.

Section 14. Funding and Fiscal Matters

- 14.1. All transportation and related federal aid planning grant funds available to promote the cooperative transportation planning process will be expended in accordance with the Unified Planning Work Program adopted by the TAC, Administration of funding in support of the Transportation Planning Process on behalf of the TAC will be conducted by the County of Cumberland as the host planning agency. Cumberland County will execute appropriate agreements with funding agencies as provided by the Planning Work Program.
- 14.2. The local match for the Federal Aid planning funds will be determined based on the current federal matching requirements. The signatory General Purpose Local Governments will contribute to the local match requirement based on their percentage of the population within the Metropolitan Planning Area at the most recent decennial census. Only the non-municipal population of those portions of counties located within the Metropolitan Planning Area shall be counted for counties. Member governments may also be asked to contribute additional local funding for projects wholly within their jurisdictional limits.

14.3. The fair market rental value of the office space provided by the Cumberland County Planning and Inspections Department as the host agency will be counted toward Cumberland County's match as an in-kind contribution. The fair market value of the rent shall be figured as the same annual rate per square foot that Cumberland County receives from the State of North Carolina for any other county-owned office space rented by the State.

Section 15. Duration of the Agreement

Any party may terminate its participation in the MPO and remove itself from this Agreement by giving sixty days' advance notice in a writing signed by the Chief Elected Official, if a local government, or by the chief executive officer of the agency, if not a local government. This notice shall be delivered to the Chairman of the FAMPO board of directors and to the Executive Director.

IN WITNESS WHEREOF, the parties to this Memorandum of Understanding have been authorized by appropriate action to sign the same, the City of Fayetteville by its Mayor, the Town of Eastover by its Mayor, the Town of Hope Mills by its Mayor, the Town of Parkton by its Mayor, the City of Raeford by its Mayor, the Town of Spring Lake by its Mayor, Fort Bragg Military Reservation by its Director of Public Works Business Center, the County of Cumberland by its Chairman, the County of Harnett by its Chairman, the County of Hoke by its Chairman, the County of Robeson by its Chairman and the North Carolina Department of Transportation by the Secretary of Transportation.

(Seal)	City of Fayetteville
Clerk	ByMayor
(Seal)	Town of Eastover
 Clerk	B y Mayor
(Seal)	Town of Hope Mills B y
 Clerk	Mayor

(Seal)	Town of Parkton
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Clerk	B y Mayor
(Seal)	City of Raeford
Clerk	ByMayor
(Seal)	Town of Spring LakeBy
Clerk	Mayor
(Seal)	County of Cumberland By
Clerk	Chairman
(Seal) Clerk	County of Harnett ByChairman
(Seal)	County of Hoke
CT 1	By
Clerk	Chairman

(Seal)		Robeson County
	By	
Clerk		Chairman
		Fort Bragg Military Reservation
	Ву	ks on behalf of the Garrison Commander
	Director of Public Worl	ks on behalf of the Garrison Commander
	N.	
	Nor	th Carolina Department of Transportation
	By	
	, —	Secretary of Transportation

MEMORANDUM OF UNDERSTANDING FOR COOPERATIVE, COMPREHENSIVE, AND CONTINUING TRANSPORTATION PLANNING

AMONG

THE CITY OF FAYETTEVILLE, THE TOWN OF EASTOVER, THE TOWN OF HOPE MILLS, THE TOWN OF PARKTON, THE CITY OF RAEFORD, THE TOWN OF SPRING LAKE, THE FORT BRAGG MILITARY RESERVATION, THE COUNTY OF CUMBERLAND, THE COUNTY OF HARNETT, THE COUNTY OF HOKE, THE COUNTY OF ROBESON, AND THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION IN COOPERATION WITH THE UNITED STATES DEPARTMENT OF TRANSPORTATION

WITNESSETH:

WHEREAS, certain of the parties hereto have previously entered into a Memorandum of Understanding for cooperative, comprehensive, and continuing transportation planning through the Fayetteville Area Metropolitan Planning Organization (the FAMPO), which agreement was last amended in December 2014 and

WHEREAS, the parties desire to continue that transportation planning through the FAMPO and amend and expand the agreement to include additional parties and clarify their respective roles and responsibilities; and

WHEREAS, each Metropolitan Planning Organization (MPO) is required to develop a Metropolitan Transportation Plan in cooperation with NCDOT and in accordance with 23 U.S.C. § 134, any amendments thereto, and any implementing regulations; and a Comprehensive Transportation Plan in accordance with North Carolina General Statute §136-66.2; and

WHEREAS, the Metropolitan Transportation Plan serves as the basis for future transportation improvements within the Metropolitan Planning Area; and

WHEREAS, the parties intend that this Memorandum of Understanding shall supersede all prior memoranda of understanding among any of them pertaining to the FAMPO.

NOW THEREFORE, in consideration of the mutual benefits afforded to each party, the parties agree as follows:

Section 1. Boundary of the Metropolitan Planning Area

The Fayetteville Urban Metropolitan Planning Area consists of the Fayetteville Urban Area as defined by the United States Department of Commerce, Bureau of the Census, plus that area beyond the existing urbanized area boundary that is expected to become urbanized within a twenty-year planning period. This area is hereinafter referred to as the Metropolitan Planning Area.

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Section 2. Planning Responsibility within the Metropolitan Planning Area

Cooperative, continuing and comprehensive transportation planning shall be undertaken in the Metropolitan Planning Area by the FAMPO in accordance with all applicable federal and state statutes. The FAMPO shall coordinate any transportation planning it undertakes which may have a regional impact with Mid-Carolina Rural Planning Organization and the Lumber River Rural Planning Organization.

Section 3. Establishment of the FAMPO

The FAMPO shall be governed by a board of directors which shall be the policy making board for the MPO and shall be constituted as follows:

The voting members of the board of directors of the FAMPO shall consist of the Chief Elected Official, or a single representative appointed by the Chief Elected Official, from the governing boards of each of the General Purpose Local Governments which are parties to this agreement; an additional representative from the City Council of Fayetteville, appointed by the Chief Elected Official, to represent the Transit Operator for the City of Fayetteville; a representative from the Fort Bragg Military Reservation; a representative from Division Six of the North Carolina Department of Transportation; and a representative from Division Eight of the North Carolina Department of Transportation. In addition, the board of directors of the FAMPO shall include a non-voting representative from the Federal Highway Administration-North Carolina Division, and a non-voting representative from the Federal Transit Administration-Region IV. The members representing the Fort Bragg Military Reservation and the state and federal agencies shall be selected as determined by the agencies they are representing.

Section 4. Conduct of Business by the FAMPO Board of Directors

The FAMPO board of directors will meet as often as it deems appropriate and advisable. The board of directors will adopt by-laws and select a Chair and Vice-chair and conduct its business in accordance with its adopted by- laws. All meetings of the board of directors shall be subject to the Open Meetings Law.

Section 5. Role and Responsibilities of the FAMPO

The FAMPO board of directors will be responsible for carrying out the provisions of 23 U.S.C. § 134 (Federal Highway Administration); and 49 U.S.C. §§ 5303, 5304, 5305, 5306 and 5307(Federal Transit Administration); including the following duties and responsibilities:

- 5.1. Review and approval of the annual transportation Unified Planning Work Program and any subsequent amendments;
- 5.2. Review and approval of the Transportation Improvement Program for multimodal capital and operating expenditures to insure coordination between local and State capital and operating improvement programs and any subsequent amendments;

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- 5,3, Review and approval of the Metropolitan Transportation Plan, and subsequent changes thereto, and the Comprehensive Transportation Plan as required by the N.C.G.S. § 136-66.2(d). Revisions in the transportation plans must be jointly approved by the FAMPO board of directors and the North Carolina Department of Transportation;
- 5.4. Endorsement, review and approval of changes to the Federal Highway Administration Functional Classification System, the Adjusted Urbanized Area Boundary and the Metropolitan Planning Area Boundary;
- 5.5. Endorsement, review and approval of a Prospectus for Transportation Planning which defines work tasks and responsibilities for the various agencies participating in the transportation planning process;
- 5.6. Establishment of goals and objectives for the transportation planning process reflective of and responsive to such comprehensive plans for growth and development in the Metropolitan Planning Area as are adopted by Boards of General Purpose Local Government.
- 5.7. Approval and distribution of federal funds designated for the Metropolitan Planning Area under the provisions of MAP-21 and any other subsequent transportation funding authorizations.

Section 6. Establishment of the Transportation Coordinating Committee (the TCC)

- 6.1. The parties acknowledge that transportation planning is a specialized field. In order to give the FAMPO, as the duly constituted Transportation Advisory Committee (the TAC), access to the technical expertise necessary to meet the requirements of federal and state law, a Technical Coordinating Committee the TCC) shall be established with the responsibility for advising the FAMPO on the technical aspects of the transportation planning process, performing such technical analysis as necessary to support transportation planning and making recommendations to the FAMPO and local and State governmental agencies for any necessary actions relating to the continuing transportation planning process.
- 62 Membership of the TCC shall include technical representation from all local and State governmental agencies directly related to and concerned with the transportation planning process for the Metropolitan Planning Area and shall consist of the following:

Voting members, serving *ex-officio*:

City Manager, City of Raeford

County Manager, County of Cumberland

County Manager, County of Hoke

County Manager, County of Robeson

Town Manager, Town of Eastover

Town Manager, Town of Hope Mills

Town Manager, Town of Spring Lake

Director, Cumberland County Planning and Inspections Department

Director, Fayetteville Transit Department

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Director, Fayetteville — Cumberland County Parks and Recreation Department

Director, City of Fayetteville, Public Services

Director, Cumberland County Engineering and Infrastructure Department

Director, Fayetteville Regional Airport

Director, City of Fayetteville, Development Services

City Traffic Engineer, City of Fayetteville

Director, Mid Carolina Rural Planning Organization

Planner, Lumber River Rural Planning Organization

Manager, Harnett County Planning Services

Supervisor, Cumberland County Schools Planning Department

Executive Director, Mid-Carolina Council of Governments

Executive Director, Sustainable Sandhills

Assoc. Vice-Chancellor for Facilities Management at Fayetteville State University

Installation Transportation Officer, Fort Bragg Military Reservation

Division Engineer, Division Six, Division of Highways, NCDOT

Division Engineer, Division Eight, Division of Highways, NCDOT

Fayetteville Metropolitan Area Coordinator, Transportation Planning Branch, NCDOT

Voting members, selected by the agency they represent:

Representative of the Fayetteville — Cumberland County Chamber of Commerce; Representative of Cumberland County Transportation Advisory Board;

Non-voting members, serving ex officio:

Director, Public Transportation Division, NCDOT

FHWA-NC Division

Community Planner, Region IV, Federal Transit Administration

Representative of the Directorate of Facilities Engineering, Fort Bragg Military Reservation

Section 7. Conduct of Business by the TCC

The TCC will meet as often as it deems appropriate and advisable. The TCC will adopt by-laws and select a Chair and Vice-chair and conduct its business in accordance with its adopted bylaws. All meetings of the TCC shall be subject to the Open Meetings Law.

Section 8. Role and Responsibilities of the TCC

The TCC shall be responsible for development, review, and recommendation for approval of the Prospectus, Transportation Improvement Program, Federal-Aid Urban System and Boundary,

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revisions to the Transportation Plan, planning citizen participation, and documentation reports on the transportation study.

Section 9. Establishment of the Citizens Advisory Committee (the CAC)

There shall also be a Citizens Advisory Committee (the CAC) established consisting of no less than 11 and not more than 17 interested citizens who reside within the Metropolitan Planning Area, The members of the CAC shall be appointed by the FAMPO board of directors and shall be selected to represent areas of interest and interest groups, including traditionally underrepresented members of the community, to address such interests as bicycle paths, pedestrian greenways, environmental concerns, road safety, traffic congestion, freight, rail and transit and with representatives including advocates for the disabled, seniors and minorities.

Section 10. Conduct of Business by the CAC

The CAC will meet as often as it deems appropriate and advisable to make recommendations to the TAC and the TCC. The CAC will adopt by-laws and select a Chair and Vice-chair and conduct its business in accordance with its adopted by- laws. All meetings of the CAC shall be subject to the Open Meetings Law.

Section 11. The Executive Director

Administrative coordination for the FAMPO (TAC), the TCC and the CAC will be performed by an Executive Director. The Executive Director shall be selected by a panel consisting of the Development Services Director and the Public Services Director for the City of Fayetteville, the Director of Planning and Inspections for Cumberland County, and the managers or the designees of the managers of the towns of Hope Mills and Spring Lake. The Executive Director shall become an employee of Cumberland County, subject to the provisions of Cumberland County's personnel rules and policies, assigned to the Cumberland County Planning and Inspections Department and report to the county's Director of Planning and Inspections. The Executive Director shall select such other staff as may be budgeted in accordance with the selection and recruitment rules and policies of Cumberland County. All staff selected by the Executive Director shall become employees of Cumberland County assigned to the Cumberland County Planning and Inspections Department and subject to the provisions of the County's personnel rules and policies.

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state, and local requirements; structure the public involvement process needed to ensure that the UPWP, Transportation Plan, Transportation Improvement Program, and any transportation conformity determinations meet federal requirements; and consult with the FAMPO Board of Directors, the TCC and the CAC regarding the best approaches to performing the duties listed above.

12.2. In advance of making any proposal or recommendation to the TAC, the TCC or the CAC, the Executive Director shall provide such recommendation to the chief planning official for every jurisdiction within the Metropolitan Planning Area which may be impacted by such proposal or recommendation in sufficient time for the chief planning official to review and comment on the proposal or recommendation.

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14.3. The fair market rental value of the office space provided by the Cumberland County Planning and Inspections Department as the host agency will be counted toward Cumberland County's match as an in-kind contribution. The fair market value of the rent shall be figured as the same annual rate per square foot that Cumberland County receives from the State of North Carolina for any other county-owned office space rented by the State.

Section 15. Duration of the Agreement

Any party may terminate its participation in the MPO and remove itself from this Agreement by giving sixty days' advance notice in a writing signed by the Chief Elected Official, if a local government, or by the chief executive officer of the agency, if not a local government. This notice shall be delivered to the Chairman of the FAMPO Board of Directors and to the Executive Director.

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(Seal)	City of Fayetteville
	By
Clerk	Mayor

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(Seal)	Town of Eastover
	By
Clerk	Mayor

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(Seal)	Town of Hope Mills
	By
Clerk	Mayor

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(Seal)		Town of Parkton
	By	
Clerk	,	Mayor

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(Seal)	City of Raeford
	By
Clerk	Mayor

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(Seal)	Town of Spring Lake
	By
Clerk	Mayor

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Fort Bragg Military Reservation	
Ву	
Director of Public Works on behalf of the Garrison Commander	

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(Seal)	County of Cumberland
	By
Clerk	Chairman, Board of Commissioners

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(Seal)	County of Harnett
	By
Clerk	Chairman, Board of Commissioners

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(Seal)	County of He	oke
	By	
Clerk	Chairman, Board of C	Commissioners

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(Seal)	County of Robeson
	By
Clerk	Chairman, Board of Commissioners

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North Carolina Department of Transportation	
Ву	
Secretary of Transportation	

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PLANNING AND INSPECTIONS DEPARTMENT

MEMORANDUM FOR THE AGENDA OF THE JUNE 10, 2021 AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: RAWLS HOWARD, DIRECTOR OF PLANNING AND INSPECTIONS

DATE: 6/2/2021

SUBJECT: REVISION AND AMENDMENT OF THE CUMBERLAND COUNTY

CODE OF ORDINANCES FOR THE PURPOSE OF BRINGING THE ORDINANCE INTO COMPLIANCE WITH THE NEWLY ADOPTED CHAPTER 160D STATE STATUTES: (A) CHAPTER 4, BUILDINGS AND

BUILDING REGULATIONS. (B) APPENDIX B, SUBDIVISION

REGULATIONS

Requested by: AMY H. CANNON, COUNTY MANAGER

Presenter(s): RAWLS HOWARD, DIRECTOR OF PLANNING AND INSPECTIONS

BACKGROUND

Staff is requesting the Board of County Commissioners review and consider a comprehensive text amendment to the Cumberland County Code of Ordinances to update ordinance standards and to bring the current ordinances into compliance with the recently adopted Chapter 160D State Statutes. The statute became effective June 19, 2020. The General Assembly gave a deadline for adoption to all local governments of July 1, 2021.

The requested changes are to Chapter 4, Buildings and Building Regulations and Appendix B (also known as the Subdivision Ordinance). Chapter 4 governs building inspections, building procedures, and minimum housing standards. Appendix B (Subdivision Ordinance) governs subdivision regulations for land development. Appendix B (Subdivision Ordinance) is subject to Planning Board review and recommendation prior to County Commissioner consideration. The Joint Planning Board reviewed and unanimously recommended approval of this text amendment at their May 18, 2021 meeting. This text amendment is being processed as Case P21-30.

The 160D statutes were created to consolidate the separate city and county regulations into a single chapter, clarify terminology, and modernize review processes. The newly updated, proposed amendments would incorporate the 160D changes. In Chapter 4, the amendment would include standards for nonresidential properties, modernize building code and NC General Statute references, and update appeals processes. The amendment to Appendix B (Subdivision Ordinance) would update State Statute references, clarify conflict of interest standards, and modernize definitions.

RECOMMENDATION / PROPOSED ACTION

For the Chapter 4 amendment: Staff recommends the Board of Commissioners consider and accept the text amendment and hold a public hearing on this item at their June 21, 2021 Regular Meeting.

For the Appendix B (Subdivision Ordinance) amendment: Staff recommends the Board of Commissioners consider and accept the Planning Board's recommendation to approve the text amendment at their June 21, 2021 Regular Meeting as an Uncontested Zoning item.

ATTACHMENTS:

Description
Updated Chapter 4 Amendment
Updated 160D Subdivision Ordinance

Type
Backup Material
Backup Material

Chapter 4 - BUILDINGS AND BUILDING REGULATIONS[1]

Footnotes:

Cross reference— Fire prevention and protection, Ch. 6.2; mobile homes, Ch. 8; solid waste, Ch. 11; subdivision regulations, App. B.

State Law reference— Authority of county to levy taxes for building inspection, G.S. 153A-149(c)(26); building inspection generally, § 153A-350 160D-1101 et seq.

ARTICLE I. - IN GENERAL

Sec. 4-1. - Title.

This chapter of this Code shall be and is collectively referred to and cited as "The Technical Inspection Building Ordinance of Cumberland County, North Carolina."

(Ord. of 2-22-79, § 2-1.1)

Sec. 4-2. - Purpose.

The purpose of this chapter is to provide certain minimum standards, provisions and requirements for safe and stable design, methods of construction and uses of materials in buildings and/or structures hereafter erected, constructed, enlarged, altered, repaired, moved, converted to other uses or demolished and to regulate the equipment, maintenance, use and occupancy of all buildings and all structures. All regulations contained in this chapter shall have a reasonable and substantial connection with the public health, safety, morals or general welfare and their provisions shall be construed liberally to those ends.

(Ord. of 2-22-79, § 2-1.2)

Sec. 4-3. - Scope.

(a) In addition to the requirements contained in this chapter all provisions contained in each of the volumes of the trade-specific codes of the North Carolina State Building Code, as amended, including the administrative sections, shall be incorporated by reference within this chapter, which may include, but not be limited to, are as the followsing:

Volume I	General Construction North Carolina Building Code
Volume I-A	Administration and Code Enforcement North Carolina Administrative Code and Policies

Volume I-C	North Carolina Accessibility Code
Volume II	North Carolina Plumbing Code
Volume III	North Carolina Mechanical Code
Volume IV	North Carolina Electrical Code
Volume V	North Carolina Fire Prevention Code
Volume VI	North Carolina Fuel Gas Code
Volume VII	North Carolina Residential One- and Two-Family Dwellings Code
Volume VIII	North Carolina Manufactured Home Code Modular Construction Requirements
	North Carolina Energy Conservation Code
	North Carolina Existing Building Code

(b) The above shall apply to the construction, alteration, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures located in the county, except those types of buildings and equipment set forth in Volume I-A the North Carolina State

Administrative Code of the North Carolina State Building Code.

(Ord. of 2-22-79, § 2-1.3; Ord. of 8-16-93)

State Law reference— Building code, G.S. § 143-136 et seq.; technical ordinances, G.S. § 153A-47.

Sec. 4-4. - Definitions.

The following words and phrases, when used in this chapter, shall have the meanings respectively ascribed to them unless the context clearly indicates otherwise:

Code. The word "code" shall mean the North Carolina State Building Code, unless a specific code name is used, in which case it shall mean the specific code referred to. any or all of the most current North Carolina trade-specific codes, including appendices, adopted by the North Carolina Building Code Council for the State of North Carolina and duly adopted by the Cumberland County Board of Commissioners.

Department. The word "department" shall mean the Cumberland County <u>Planning and</u> Inspections Department unless a specific department is referred to.

Inspector Public Officer. The word "public officer inspector" shall mean the Cumberland County Director of <u>Planning and</u> Inspections or his authorized representatives.

Territorial jurisdiction. Unless otherwise specified by law, the territorial jurisdiction within which the county inspections department shall enforce the North Carolina State Building Code (including plumbing, heating, air conditioning, ventilation and electrical regulations) and the provisions of this chapter shall be all the unincorporated areas of Cumberland County and the incorporated limits of the any towns of Stedman, Godwin and Falcon, North Carolina. municipality or county with which there is a standing mutual aid contract for services; in accordance with the provisions of said contract and within State law.

(Ord. of 2-22-79, § 2-1.4; Ord. of 6-26-90, § 1)

State Law reference—Inspection department headed by superintendent or director of inspections Building code administration, G.S. § 153A-351 160D-1102; territorial jurisdiction of county building codes, G.S. § 143-138.

Sec. 4-5. - Licensed contractors.

Only persons duly licensed under the General Statutes of North Carolina or otherwise exempted under such statutes may be issued permits to perform only such work as they are entitled to under their respective license or exemptions.

(Ord. of 2-22-79, § 2-1.5)

Sec. 4-6. - Work on one's own property.

Any person may be permitted to perform work upon his own property, except property intended for rent, sale or gift, provided the person satisfies the appropriate inspector public officer (building, plumbing, mechanical or electrical) that he or she is knowledgeable in the specific work to be performed and code application. If so satisfied, the inspector public officer shall issue a permit to the applicant personally to perform the specific work for which application is made, subject to inspections and code requirements.

(Ord. of 2-22-79, § 2-1.5)

Sec. 4-7. Registration of contractors. Reserved

Every person engaged in building, plumbing, heating, mechanical or electrical contracting and building movers, within the territorial jurisdiction of the county, shall register at the office of the inspection department giving name, address and telephone number.

(Ord. of 2-22-79, § 2-1.6)

Cross reference— Licenses, taxes and business regulations, Ch. 7.

Sec. 4-8. - Permit required.

- (a) No person may commence or proceed in the territorial jurisdiction of the county, exclusive of municipalities therein, with:
 - (1) The construction, reconstruction, alteration, repair, movement to another site, removal, or demolition of any building;
 - (2) The installation, extension, or general repair of any plumbing system;
 - (3) The installation, extension, alteration, or general repair of any heating or cooling equipment system; or
 - (4) The installation, extension, alteration, or general repair of any electrical wiring, devices, appliances, or general repair of any electrical wiring, devices, appliances or equipment; without first securing from the county inspection department each permit required by the State Building Code and any other state law or county ordinance or regulation applicable to the work.
- (b) The following provisions shall control the issuance of building permits by the inspection department:
 - (1) Permit in writing. A permit and applications thereof shall be in writing and shall contain a provision that the work done shall comply with the State Building Code and all other applicable state laws and county ordinances and regulations. In addition to the information required below, an application for a permit shall contain a certification in writing by the applicant indicating whether or not construction for which the permit is requested will take place on land that is part of a tract or parcel that has been previously subdivided or will be subdivided, as such term is defined in the county subdivision ordinance (Appendix B, Subdivision regulation, of this the Code of County Ordinances).
 - (2) *Identification of property*. No permit shall be issued unless the property, on which the work to be permitted is to be performed, is identified to the department by <u>street</u> address (<u>street or rural box number</u>) and by parcel identification number (PIN) assigned by the county tax assessor's office. Each permit issued shall have such address and PIN written thereon.
 - (3) Plans and specifications required. No permit shall be issued unless plans and specifications for the work for which the permit is required are submitted and such plans and specifications are identified by the name and address of the author thereof; and if the General Statutes of North Carolina require that plans for certain types of work be prepared only by a registered architect or registered engineer, no permit may be issued unless the plans and specifications bear the North Carolina seal of a registered architect or of a registered engineer.
 - (4) Work by licensed specialty contractor. If a provision of the General Statutes of North Carolina or of any ordinance requires that work done by a licensed specialty contractor of any kind, no permit for the work may be issued unless the work is to be performed by such a duly licensed contractor. The name, address and license identification of the licensed specialty contractor will be provided in the application for such a permit and set forth in the permit when issued.

- (5) No permit required for certain work. No permit issued under Articles 9 or 9C of Chapter 143, General Statutes of North Carolina, shall be required for any construction, installation, repair, replacement, or alteration costing \$15,000.00 or less in any single-family residence or farm building unless the work involves the addition, repair or replacement of load bearing structures; the addition (excluding replacement of same size and capacity) or change in the design of plumbing; the addition, replacement or change in the design of heating, air conditioning, or electrical wiring, devices, appliances, or equipment; the use of materials not permitted by the North Carolina Uniform Residential Building Code; or the addition (excluding replacement of like grade of fire resistance) of roofing.
- (6) Compliance with erosion and sedimentation control ordinance. No permit shall be issued pursuant to this section for any work involving land distributing activity, as defined in the county erosion and sedimentation control ordinance (Chapter 6 of the county Code), unless an erosion control plan has been approved by the county engineer North Carolina Department of Environmental Quality in accordance with County ordinances or State laws, if applicable, with the provisions of Chapter 6 for the site of such activity or a tract of land including the site of such activity.
- (7) Compliance with subdivision ordinance. No permit shall be issued pursuant to this section for any work on subdivided land, as defined in the County Subdivision Ordinance (Appendix B, Subdivision Regulations of the Cumberland County Code), unless such subdivision has been finally approved by the Cumberland County Planning and Inspections Department in accordance with the provisions of said ordinance, a plat thereof recorded in the County Registry and Parcel Identification Numbers (PINs) assigned to each lot in such subdivision.
- (8) Compliance with flood damage prevention ordinance. No permit shall be issued pursuant to this section for any work on land subject to the county flood damage prevention ordinance (Chapter 6.5 of the county Code), unless a development permit for such work has been issued by the county engineer in accordance with the provisions of Chapter 6.5.

(Ord. of 8-6-90, § 1; Ord. of 10-1-90, §§ 1, 2; Ord. of 8-6-90, § 1; Ord. of 8-23-94)

Sec. 4-9. - Oversight not to legalize violation.

No oversight or dereliction of duty on the part of any <u>public officer</u> inspector or official or employee of the inspection department shall be deemed to legalize the violation of any provision of this chapter or any provision of any regulatory code herein enforced.

(Ord. of 2-22-79, § 2-1.8)

Sec. 4-10. - Reserved.

Editor's note— An ordinance adopted Aug. 16, 1993, repealed § 4-10, which pertained to special provisions and derived from an ordinance adopted Feb. 22, 1979, § 2-1.9.

ARTICLE II. - INSPECTION DEPARTMENT[2]

Footnotes:

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State Law reference— County inspection department, G.S. § 153A-351 160D-1102 et seq.

Sec. 4-26. - Composition.

The department shall consist of one or more qualified <u>public officers</u> inspectors and headed by a director of inspections pursuant to G.S. §§ <u>160D-1102</u> <u>153A-351 and 153A-351.1</u> and adequate clerical personnel. All personnel, in addition to the above requirements, shall be employed in a manner as prescribed by the county personnel ordinance.

(Ord. of 2-22-79, § 2-2.1)

State Law reference— Director of inspections as head of inspection department, titles of <u>public</u> officer inspectors designated, G.S. § 160D-1102 153A-351.

Sec. 4-27. - Duties and responsibilities.

It shall be the duties of the inspection department to enforce all the provisions of this chapter and of the regulatory codes incorporated herein by reference; to make all inspections necessary to determine whether or not the provisions of this chapter and referenced codes are being complied with; to keep adequate records and collect permit fees as determined by the board of county commissioners; and to deliver same to the finance officer.

(Ord. of 2-22-79, § 2-2.2)

State Law reference— Similar provisions, duties and responsibilities of <u>public officers</u> inspectors generally, G.S. § <u>153A-352</u> <u>160D-1104</u>; right of entry of members of inspection department, § <u>153A-360</u> <u>160D-1113</u>.

Sec. 4-27.1. - Enforcement directives.

- (a) The inspections department is directed to enforce the North Carolina State Building Code and the Technical Inspection Building Ordinance of Cumberland County, North Carolina, codified as Chapter 4 of the Cumberland County Code, within the incorporated limits of the any municipality in Cumberland County upon any necessary action being taken by the County Board of Commissioners and the governing board of the municipality Town of Falcon, North Carolina.
- (b) The inspections department is directed to enforce the Ordinance of Cumberland County Regulating Abandoned, Derelict and Junked Motor Vehicles, codified as Article III of

Chapter 9 of the Cumberland County Code, within the incorporated limits of the Town of Falcon, North Carolina.

(Ord. of 6-26-90, §§ 2, 3)

Editor's note — Sections 2 and 3 of an ordinance adopted June 26, 1990, have been codified herein at the discretion of the editor as § 4-27.1.

Sec. 4-28. - Revocation of permits.

The inspection department may revoke and require the return of any permit by notifying the permit holder in writing stating the reason for the revocation. Permits may be revoked for any substantial departure from the approved application, plans or specification, for refusal or failure to comply with the requirements of this chapter and referenced code of any other applicable state or local laws; or for false statements or misrepresentations made in securing the permit. Any permit mistakenly issued in violation of this County Code or any other applicable state or local law may also be revoked.

(Ord. of 2-22-79, § 2-2.3)

State Law reference—Similar provisions, G.S. § 153A-362 160D-1115.

Sec. 4-29. - Civil remedies.

In case any structure is erected, constructed, reconstructed, altered, repaired, converted or maintained, or any structure or land use is in violation of this chapter or referenced code, the county, in addition to other remedies, may institute any appropriate action or proceedings:

- (1) To prevent such unlawful erection, construction, reconstruction, alteration, repair, conversion, maintenance or use.
- (2) To restrain, correct or abate such violation.
- (3) To prevent the occupancy of a building, structure or land.
- (4) To prevent any illegal act, conduct business or use in or about such premises.

(Ord. of 2-22-79, § 2-2.4)

State Law reference— Enforcement of ordinances by injunction and order of abatement, G.S. § 153A-123; injunction, G.S. § 1-485 et seq.

Sec. 4-30. - Copy of permits to county assessor.

A copy of every building, demolition, relocation and modular home permit issued by the inspection department pursuant to this chapter shall be sent to the county assessor. Site plans, if applicable, will be included in such submission.

(Ord. of 8-6-90, § 2; Ord. of 8-16-93)

Secs. 4-31—4-41. - Reserved.

ARTICLE III. - PERMIT FEES[3]

Footnotes:

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State Law reference—Building permits, G.S. § 153A-357 160D-1110 et seq.

Sec. 4-42. - Intent.

It is the intent of this compilation to effect a fair and uniform schedule of fees to be charged for permits issued by the department.

(Ord. of 6-18-79)

Sec. 4-43. - Permits not valid.

No building, electrical, plumbing, mechanical, miscellaneous or other permit issued by the inspection department shall be valid until fees, as prescribed by this chapter, shall have been paid to the county and evidence of such payment is marked on the face of such permit.

(Ord. of 6-18-79)

Sec. 4-44. - Permit fees for work commenced prior to obtaining permits.

In all cases where building, construction, electrical, plumbing, mechanical or other work for which a permit is required, is commenced before such permit is obtained, except where specified permission is granted to proceed by the inspection department, any permit fee due the county for a permit for such work shall be twice the amount of the regular permit fee specified herein which would have been due had such permit been obtained prior to commencing work.

(Ord. of 6-18-79)

Sec. 4-45. - Extra inspections.

The fees entitle the contractor or applicant to the necessary rough-in inspections and one final inspection. Extra inspections or inspection trips made necessary through the failure of any person in charge of work to give specific locations of work to be inspected or failure to install work according to code regulations are hereby designated "extra inspections."

(Ord. of 6-18-79)

Sec. 4-46. - Scope.

Schedules of permit fees for <u>work conducted under the authority of the Code are provided</u> <u>by this article.</u> <u>building, insulation, plumbing, mechanical and electrical are as provided in this article.</u>

(Ord. of 2-22-79, § 2-3.1)

Sec. 4-47. – <u>Permit Ffee schedule</u>—<u>Building, insulation and zoning</u>.

- (a) Building: Building inspection Permit fees for the construction, alteration, or repair of buildings or structures shall be based upon a fee schedule adopted by the Board of Commissioners as a part of each fiscal year's budget ordinance, the total cost of the proposed work, including any subcontractors. However, In the instance whereby a building fee is calculated based upon a per square foot calculation for work in the fee schedule, the Southern Building Code Congress most recent International Code Council Building Valuation Data, published biannually as amended, shall serve as the minimum acceptable cost per square foot for such work. In no case shall the total cost be less than the market value of similar completed work in the county as determined by the appropriate public officer inspectors. Inspection fees shall be calculated on total cost in accordance with a fee schedule adopted by the county commissioners as a part of each fiscal year's budget ordinance.
- (b) Insulation. Fees shall be based on the total cost of the insulation job, including new and existing buildings. The fees entitle the contractor or applicant to the necessary rough in inspections and one final inspection. The fee for such inspections shall be charged according to a fee schedule adopted by the county commissioners as a part of each fiscal year's budget ordinance.
- (c) Zoning. Zoning permits shall be required for the following where located in the zoned areas of the county: New structures, additions, signs, swimming pools and mobile homes. The fee for zoning permits shall be set by a fee schedule adopted by the county commissioners as a part of each fiscal year's budget ordinance.
- (d) Signs Outdoor advertising display signs. Sign permit fees shall be in accordance with the schedule adopted by the county commissioners as a part of each fiscal year's budget ordinance.
 - (1) Note: When making application for a sign permit, submit a design and stress diagram or plan to the department.
 - (2) Exemption. No permit shall be required for a shingle sign over a show window or door of a store or business establishment announcing, without display or elaboration, only the name of the proprietor and nature of the business; nor shall a permit be required for a ground sign advertising for sale or rent properties, providing such sign is not over 15 feet square in area.
- (e) Moving of buildings, all types. The fee for moving buildings shall be set according to a fee schedule adopted by the county commissioners as a part of each fiscal year's budget ordinance.
- (f) Extra inspection fee (call backs). The above fees entitle the contractor or applicant to the necessary rough-in inspections and one final inspection. Extra inspections or inspection trips

made necessary through the failure of any person, firm or corporation, in charge of work, to give specific locations of work to be inspected or failure to install work according to code regulations, are hereby designated "extra building inspections." The fee for such extra inspections shall be set by a fee schedule adopted by the county commissioners as a part of each fiscal year's budget ordinance.

(g) Demolition of buildings. The fee for demolition of buildings shall be set according to a fee schedule adopted by the county commissioners as a part of each fiscal year's budget ordinance.

(Ord. of 2-22-79; Ord. of 6-18-79, § 2-3.1; Ord. of 9-16-81; Ord. of 8-6-90, §§ 3, 4; Ord. of 8-16-93)

Cross reference — Mobile homes, Ch. 8.

Sec. 4-48. - Same Plumbing permits. Reserved.

Plumbing permit fees shall be charged in accordance with a fee schedule adopted by the county commissioners as a part of each fiscal year's budget ordinance.

(Ord. of 2-22-79; Ord. of 6-18-79, § 2-3.2; Ord. of 9-16-81; Ord. of 8-16-93)

Cross reference — Mobile homes, Ch. 8.

Sec. 4-49. - Same - Mechanical permits. Reserved.

(a) Heating system. Permit fees for the installation or replacement of the following types of heating equipment: Furnaces (electric, oil or gas), boilers, conversion burners, heat exchangers, hot water systems (based on the Btu input of each unit), shall be in accordance with a fee schedule adopted by the county commissioners as a part of each fiscal year's budget ordinance.

Note: One kilowatt equals 3,410 Btu's.

- (b) Central air conditioning systems and refrigeration. Installation and replacement fees shall be set by a fee schedule adopted by the county commissioners as a part of each fiscal year's budget ordinance.
- (c) Heat pumps. Permit fees for installation or replacement of this type unit shall be in accordance with subsection (b), provided the heating and cooling equipment is in the same enclosure (factory assembled and approved).

Exception: If the system is split (contained in separate enclosures), permit fees shall be in accordance with subsection (a) for heating and subsection (b) for cooling.

(d) Heat-producing equipment. Permit fees for the installation or replacement of heat-producing equipment, including, but not limited to, floor furnaces; space, unit or wall heaters; prefabricated fireplaces; fireplace inserts and wood stoves, shall be set in

accordance with a fee schedule adopted by the county commissioners as a part of each fiscal year's budget ordinance.

- (e) Gas piping and fireplaces. Permit fees for installation or replacement shall set in accordance with a fee schedule adopted by the county commissioners as a part of each fiscal year's budget ordinance.
- (f) Mobile homes. Permit fees for the installation or replacement of central air-conditioning equipment, furnaces (electric, oil or gas) and heat pumps shall be in accordance with subsections (a), (b) and (c) of the mechanical permit fee schedule (this section).
- (g) Hood and canopies over cooking areas, commercial. The fee for hood and canopies shall be set in accordance with a fee schedule adopted by the county commissioners as a part of each fiscal year's budget ordinance.
- (h) For any mechanical permit. The fee for any mechanical permit shall be set in accordance with a fee schedule adopted by the county commissioners as a part of each fiscal year's budget ordinance.
- (i) Extra inspections (call backs). The fees entitle the contractor or applicant to the necessary rough in inspections and one final inspection. Extra inspections or inspection trips made necessary through the failure of any person, firm or corporation, in charge of work, to give specific locations of work to be inspected or failure to install work according to Code regulations, are hereby designated "extra mechanical inspections." The fee for each such extra inspection shall be set in accordance with a fee schedule adopted by the county commissioners as a part of each fiscal year's budget ordinance.

(Ord. of 2-22-79; Ord. of 6-18-79, § 2-3.3; Ord. of 9-16-81; Ord. of 8-6-90, § 5; Ord. of 8-16-93)

Cross reference Mobile homes, Ch. 8.

Sec. 4-50. Same Electrical permits. Reserved.

Fees shall be charged for each electrical permit as set in accordance with a fee schedule adopted by the county commissioners as a part of each fiscal year's budget ordinance.

(Ord. of 2-22-79; Ord. of 6-18-79, § 2-3.4; Ord. of 9-16-81; Ord. of 8-16-93)

Cross reference — Mobile homes, Ch. 8.

Sec. 4-51. - Exemption from payment of fees.

No unit, department or agency of county government or of the county board of education shall be required to pay any fee provided in this article if the work to be performed is going to be performed by county staff or by school board staff.

(Ord. of 8-6-90, § 6; Ord. of 8-16-93)

Secs. 4-52—4-65. - Reserved.

ARTICLE IV. - MINIMUM HOUSING AND NONRESIDENTIAL BUILDING CODE[4]

Footnotes:

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Editor's note— An ordinance adopted June 15, 1998, was treated as superseding §§ 4-66—4-70, 4-81—4-86, and 4-101—4-113, which contained similar provisions and derived from an ordinance adopted Oct. 20, 1980; a resolution adopted Dec. 4, 1989; and ordinances adopted June 25, 1991; Mar. 16, 1992; and Oct. 27, 1992.

Cross reference— Fire prevention and protection, Ch. 6.2.

State Law reference— Authority to adopt minimum housing <u>and nonresidential building</u> standards, G.S. § 160A-441 et seq.

160D-1129 and 160D-1201.

DIVISION 1. - GENERALLY

Sec. 4-66. - Finding and purpose.

Pursuant to G.S. 160A 441, it is hereby found and declared that there exist in this county dwellings unfit for human habitation and which are inimical and/or detrimental to the public welfare in their present conditions. These conditions include, but are not limited to, dilapidation, defects increasing the hazards of fire, accident or other calamities, lack of ventilation or light, lack of safely maintained sanitary facilities, accumulations of garbage, trash and/or rubbish on the premises, or overgrowth adversely affecting the health, safety and/or well being of the occupants and others. In accordance with North Carolina General Statutes, Chapter 160A, Article 19, Part 6, the purposes of this article are to establish minimum standards of fitness for dwellings and environs for the initial and continued occupancy of all places of abode in the county, to provide for the rehabilitation or demolition of all structures designed or utilized for such purpose but now found to be substandard or unfit under the terms of this article, and to impose requirements upon owners and occupants for maintaining these minimum standards.

(Ord. of 6-15-98)

- (a) Pursuant to N.C. G.S. § 160D-1201, it is hereby found and declared that there exist in the County dwellings which are unfit for human habitation due to dilapidation, defects increasing the hazards of fire, accidents and other calamities, lack of ventilation, light and sanitary facilities, accumulations of garbage, trash and/or rubbish on the premises, or overgrowth adversely affecting the health, safety and/or well-being of the occupants, or other conditions rendering such dwellings unsafe or unsanitary, dangerous and detrimental to the health and otherwise inimical harmful to the welfare of the residents of the County.
- (b) Pursuant to N.C. G.S. § 160D-1129, The County further finds that there exists within the County non-residential buildings and structures that appear to be dilapidated, vacant or abandoned and to be in such a condition as to cause or contribute to blight, disease,

- <u>vagrancy</u>, fire or safety hazard, to be a danger to children, or to tend to attract persons intent on criminal activities or other activities.
- (c) In order to protect the health, safety and welfare of the residents of the County it is the purpose of this ordinance to establish minimum standards of fitness for the initial and continued occupancy of all buildings used for human habitation, as expressly authorized by G.S. 160D-1205.
- (d) The provisions of this Chapter shall apply to all residential and non-residential buildings and structures within Cumberland County as now or hereinafter affixed.
- (e) The provisions of this Chapter shall not apply to any structure exempt from regulations under the Cumberland County Zoning Ordinance and as otherwise exempt by statute or other applicable laws.

Sec. 4-67. - Definitions.

The following definitions shall apply in the interpretation and enforcement of this article.

Accessory building means a building or structure the use of which is incidental to that of the main building or structure and which is located on the same lot or on a contiguous lot.

Agent means any person, firm or corporation who is responsible for the management, maintenance, operation, renting, leasing or sale of any property; or who makes application for, or seeks a permit on behalf of, the owner of any property; or who in any other way represents the owner of the property in any particular case.

Alter or alteration means any change or modification in construction or occupancy.

Apartment house means any building, or portion thereof, which is designed, built, rented, leased, let or hired out to be occupied, or which is occupied as the home or residence of three or more families living independently of each other in dwelling units.

Basement shall mean a story with 50 percent or more of its cubical content below finish grade.

Building means that which is built or constructed, an edifice or building of any kind, or any piece of work artificially built up or composed of parts joined together in some definite manner. The term "building" shall be construed as if followed by the words "or part thereof."

Ceiling height means the clear vertical distance from the finished floor to the finished ceiling.

Common areas means all areas which were conveyed to a homeowners' association in a townhouse development, condominium, cooperatives or planned unit development.

Demolish means the demolition and removal of the entire building, leaving the property free and clear of any debris, and without holes or pockets which may retain water.

Dwelling means any building, mobile home, structure or portion thereof, which is designed or intended to be used for human habitation, including living, sleeping, cooking, eating, working or any one combination thereof, whether occupied or vacant, or which in fact is used for such human habitation, whether or not such use is regular or intermittent or authorized or

unauthorized. Such definition shall include accessory buildings but shall not include temporary housing as herein defined.

Exit means a clear and unobstructed way of departure from the interior of a building or structure to the exterior at street or grade level.

Extermination means the control and elimination of insects, rodents or other pests by eliminating their harborage places; by removing or making inaccessible materials that may serve as their food; by poisoning, spraying, fumigating, trapping or any other recognized and legal pest elimination methods approved by the <u>public officer</u> inspectors.

Family means an individual; two or more persons related by blood, marriage or law, or a group of not more than any five persons living together in a dwelling unit.

Garbage means the animal and vegetable refuse resulting from the handling, preparation, cooking and consumption of food, including the minimum amount of liquid necessarily incidental thereto.

Garbage receptacle means Garbage shall be stored in a durable, rust resistant, non-absorbent, waterthight, and rodent proof container and easily cleanable container with a close-fitting, insect tight cover lid. Container must be That is large enough to contain one full a week's worth of refuse, unless more than one receptacle is used, that must be lawfully discarded weekly. (Ord. of 4/16/12)

Habitable space or room means a room or enclosed floor space used or intended to be used for living, sleeping, cooking, or eating purposes, excluding bathrooms, water closet compartments, laundries, pantries, foyers, communicating corridors, closets, or storage spaces.

Hearing officer means the assistant director public officer or his designated agent.

Housing (See "Dwelling").

Impervious to water (as to floors) means a clean, smooth floor, without cracks or holes, made of terrazzo, ceramic, asphalt or rubber tile, smooth concrete, linoleum or other similar material, or made of wood, and, if made of wood, then with tightly fitting joints, covered with varnish, lacquer or other similar water-resistant coating.

Infestation means the presence within or around housing of any insects, rodents or other pests in such numbers as to constitute a threat or deterioration to the housing or a hazard to the health or physical well-being of the occupants.

Inspectors means the assistant director of inspections or any agent or employee whose assigned duties include the enforcement of provisions of this code.

Manufactured home means a manufactured building designed to be used exclusively as a single-family dwelling, which has been constructed and labeled indicating compliance with the Department of Housing and Urban Development (HUD) administered national Manufactured Housing Construction and Safety Act of 1974, as amended.

(Ord. of 4/16/12)

Multifamily housing means a building or structure occupied or intended for occupancy as the home or residence of more than two families, living independently of each other, and doing their own cooking within their respective housing units.

Non-residential building means any agricultural, commercial, industrial, institutional, public or other building not occupied as a dwelling, including hotels and motels.

Occupant means any person over one year of age, living, sleeping, cooking or eating in, or having actual possession of, a dwelling, dwelling unit or rooming unit.

Owner means and includes a holder of any legal or equitable estate in the premises, whether alone or jointly with others, and whether in possession or not.

Parties of interest means all individuals, associations, partnerships, corporations, and others who have interest in a dwelling and any who are in possession or control thereof as agent of the owner, as executor, executrix, administrator, administratrix, trustee, or guardian of the estate of the owner. Any such person thus representing the actual owner shall be bound to comply with the provisions of this article and of rules and regulations adopted pursuant thereto, to the same extent as if he was the owner.

Person means and includes any individual, firm, corporation, association or partnership.

Plumbing system means and includes the water supply and distribution pipes, plumbing fixtures, supports and appurtenances; soil, waste, and vent pipes; sanitary drains and building sewers to an approved point of disposal.

Premises means a lot, plot, or parcel of land, including the buildings or structures thereon.

Public areas/space means that space within or about any structure which is open to use or access by the general public.

Public authority means any public authority for housing or any officer who is in charge of any department, or branch of the government of the county or the state relating to health, fire, building regulations, or other activities concerning dwellings or buildings in the county.

<u>Public officer</u> means the Director of Planning and Inspections, or his or her designee, or any agent or employee whose assigned duties include the enforcement of provisions of this code.

Removal means the demolition and removal of the entire structure, leaving the property free and clean of debris, and without holes or pockets which may retain water.

Residential building means any building or structure, or portion thereof, which is used, or designed or intended to be used, for human habitation, including living, sleeping, cooking and eating or any combination thereof.

Rooming house means any dwelling, or that part of any dwelling containing one or more rooming units, in which space is let by the owner or operator to three or more persons who are not members of the family of the owner or operator.

Rooming unit means any room or group of rooms forming a single habitable unit used or intended to be used for living and sleeping, but not for cooking or eating purposes.

Rubbish means combustible and noncombustible waste materials, except garbage. The term shall include, but not be limited to, combustible material, wood, paper, rags, cartons, boxes, tires, mattresses, tree branches, yard trimmings, metals, glass, crockery, furniture or appliances stored in the open which are not intended for outdoor use, and including immobilized vehicles or parts thereof.

Story means that portion of a building included between the upper surface of any floor and the upper surface of the floor or roof next above.

Structure means that which is built or constructed, an edifice or building of any kind, or any piece of work artificially built up or composed of parts joined together in some definite manner. The term "structure" shall be construed as if followed by the words "or part thereof."

Substandard means any condition existing in any housing or structure which does not meet the standards of fitness of this code.

Temporary housing means any tent, trailer or other structure which is designed to be transportable, and which is not attached to the ground, to another structure, or to any utility system on the same premises for more than 30 consecutive days.

Tenant means a person, co-partnership, firm or corporation occupying or using a building, premises or any part or parts thereof owned by another.

Unfit for human habitation means any of those certain conditions that exist as set forth under section 4-86.

Ventilation means the adequate supply and removal of air to and from a space through windows, skylights, doors, louvers, grills, ducts or other similar devices.

Words having certain meanings. Whenever the words "dwelling," "dwelling unit," "rooming house," "rooming unit," or "premises" are used in this article, they shall be construed as though they are followed by the words "or any part thereof."

(Ord. of 6-15-98)

Sec. 4-68. - Conflict with other provisions.

In the event any provision, standard or requirement of this article is found to be in conflict with any provision of any other ordinance or code of the county, the provision which establishes the higher standard or more stringent requirement for the promotion and protection of the health and safety of the residents of the county shall prevail.

(Ord. of 6-15-98)

Sec. 4-69. - Duties of assistant director of inspections public officer.

The assistant director of inspections <u>public officer</u> is hereby designated the <u>public officer</u> to exercise the powers herein prescribed. The <u>assistant director public officer</u> shall have such powers as may be necessary to carry out and effectuate the purpose and provisions of this chapter, including, without limiting the generality of the foregoing, the following powers in addition to others herein granted:

(1) To investigate, inspect, and determine which <u>buildings</u>, <u>dwellings</u>, <u>or</u> dwelling units are substandard and/or unfit for human habitation, and those which pose an imminent threat of bodily harm to occupants of a <u>building</u>, dwelling, or a dwelling unit, or any person upon the premises.

- (2) To take such action alone or together with other appropriate departments and agencies, public and private, as may be necessary to effect rehabilitation or removal of <u>buildings</u> <u>housing</u> which <u>is</u> are substandard and/or unfit.
- (3) To take such action alone or together with other appropriate departments or agencies, public and private, as may be necessary to eliminate noxious vegetation over-growth, clear unauthorized dump sites, or correct other environmental conditions which are inimical to public well-being and prevents harboring of rodents, insects, other similar pests.
- (4) To serve as hearing officer, administer oaths and affirmations, examine witnesses and receive evidence.
- (5) To enter upon premises for the purpose of making examinations and inspections, provided such entries shall be made in accordance with this article and state law, and shall be made in such a manner as to cause the least possible inconvenience to the persons in possession.
- (6) To appoint and fix the duties of such officers, agents and employees as necessary to assist in carrying out the purposes of this article and to delegate any of his their functions and powers to such officers, agents and employees.
- (7) To determine that residential dwellings <u>buildings</u> and accessory structures are substandard and/or unfit for human habitation if <u>he the public officer</u> finds, on the basis of the requirements set forth in this article, that conditions exist in such structures or accessory structures which are dangerous or injurious to the health, safety or well-being of the occupants of such building, the occupants of neighboring buildings, or other residents of the county and environs. Such conditions include, but are not limited to, lack of adequate ventilation, light or sanitary facilities; dilapidation, disrepair, structural defects and uncleanliness.
- (8) Except as may otherwise be provided by statute or local law or ordinance, no <u>public</u> officer, agent or employee of the county charged with enforcement of the minimum housing <u>and nonresidential</u> code of the county shall be personally liable for any damage that may accrue to persons or property as a result of any act required or permitted in the discharge of his duties under this article. No person who institutes or assists in the prosecution of a criminal proceeding under this article shall be liable for damages hereunder unless he acted with malice and without reasonable grounds for believing that the person accused was guilty of an unlawful act or omission.

Sec. 4-70. – Board of Adjustment to serve as housing appeals board.

The Cumberland County Board of Adjustment shall serve as the body to which appeals may be taken from decisions or orders of the public officer as provided in section 4-84. The board shall perform the duties prescribed by this division and shall keep an accurate record of all its proceedings.

(Ord. of 6-15-98; Ord. of 5-17-21)

DIVISION 2. - MINIMUM STANDARDS AND REQUIREMENTS

Sec. 4-71. - Compliance.

Dwellings and dwelling units used as a human habitation, or held out for use as a human habitation, shall comply with all of the minimum standards of fitness for human habitation. All owners and occupants shall comply with the requirements of this article so as to maintain these standards. No person shall occupy as owner occupant, or let to another for occupancy or use as a human habitation, any dwelling or dwelling unit which violates this article. Outbuildings and appurtenances are included in these standards. Structures not meeting these standards shall be demolished and removed from the premises or rehabilitated.

- (a) Every building, dwelling and dwelling unit used as a human habitation, or held out for use as human habitation, shall comply with all of the minimum standards of fitness for human habitation and all of the requirements of Sec.4-72 through Sec.4-79 of this ordinance. No person shall occupy as owner- occupant, or let to another for occupancy or use as a human habitation, any building, dwelling or dwelling unit which does not comply with all of the minimum standards of fitness for human habitation and all of the requirements of Sec.4-72 through 4-79 of this ordinance.
- (b) A public officer may declare a non-residential building or structure to be unsafe if it appears to the public officer to be dilapidated, vacant or abandoned, and it appears to be in such a condition to cause or contribute to blight, disease, vagrancy, fire or safety hazard, to be a danger to children, or to tend to attract persons intent on criminal activities or other activities which would constitute a public nuisance.

(Ord. of 6-15-98)

Sec. 4-72. - Space and use standards.

The following shall constitute the minimum standards for residential <u>and non-residential</u> buildings and shall be pertinent in determining fitness for human habitation or occupation:

- (1) There shall be at least one habitable room with at least 150 square feet of floor space. Other habitable rooms shall have an area not less than 70 square feet, except that kitchens may have 50 square feet. Every dwelling or dwelling unit shall contain the minimum room size for each habitable room or space as required by the NC Residential Building Code as amended, or the Code in effect at the time of construction, whichever is least restrictive. All rooms and spaces that are intended to be occupied at different time for different purposes within non-residential building shall meet the NC Building Code as amended, or the Code in effect at the time of construction, whichever is least restrictive.
- (2) Those habitable rooms which must be included to meet the foregoing minimum space standards shall be at least seven feet wide in any part with at least one half of the floor area having a ceiling height of at least seven feet. That portion of any room where the ceiling height is less than five feet shall not be considered in the required floor area.

- (3) No basement <u>or cellar</u> shall be used as a habitable room or <u>space housing unit</u> unless:
 - a. The floors and walls are impervious to leakage of underground and surface runoff water and insulated against dampness and condensation.
 - b. The total window area in each room meets the requirements of section 4-77 or, if only one exit <u>egress door is provided</u>, the requirements of section 4-73(a).
 - c. Ceiling heights shall be equal to those required for habitable rooms.
 - d. There is at least one exit egress door, with a minimum horizontal opening of not less than thirty-six inches 36" and a vertical opening of not less than six foot, eight inches 6'8".
- (4) No cellar shall be considered a habitable area.
- (5) (3) There shall be installed in every dwelling unit, outside any every sleeping area, at least one operable smoke detector with audible alarm. The alarm shall emit not less than 85 decibels at ten feet. The detector shall be located on or near the ceiling and installed in accordance with the manufacturer's instructions and applicable state codes.
 - a. Detectors in structures built prior to 1975 may be powered by self-monitored batteries. All other detectors shall be wired directly to the power supply.
 - b.a. The owner shall be responsible for maintenance and replacement of the detectors; however, the tenant may not remove or render a smoke detector inoperable.
 - e-b. There shall be installed a minimum of one operable carbon monoxide detector on every level of any dwelling unit that is rented to a tenant. The carbon monoxide detector may be either battery operated or wired into the electrical circuit, shall be listed by a nationally recognized testing laboratory, and shall be installed in accordance with either the standards of the NFPA or the minimum protection designated in the manufacturer's instructions. A carbon monoxide detector may be combined with detectors if the combination detector does both of the following: (i) complies with ANSI/UL2034 or ANSI/UL2075 for carbon monoxide alarms and ANSI/UL217 for smoke detectors; and (ii) emits an alarm in a manner that clearly differentiates between the presence of carbon monoxide and the presence of smoke. This section only applies to dwelling units having a fossil-fuel burning heater, appliance, or fireplace and in any dwelling having an attached garage. Any operable carbon monoxide detector installed prior to January 1, 2010 shall be deemed to be in compliance with this section. (Ord. of 4/16/12)
- (6)(4) All appliances supplied by the property owner shall be maintained in good repair and operation.
- (7)(5) Access shall be provided to all rooms within a dwelling unit without passing through a public space. Rooming houses are exempt from this subsection.
- (8)(6) Doors shall be provided at all doorways leading to bedrooms, toilet rooms, and bathrooms, and all rooms adjoining a public space. Toilet and bathroom doors shall have an operable privacy lock.
- (9)(7) Manufactured homes placed, erected or located on any parcel or lot, must have been constructed after July 1, 1976 and meet or exceed the standards promulgated by

the United States Department of Housing and Urban Development that were in effect at the time of construction in order to qualify for any permits. In addition all manufactured homes shall be provided with skirting materials that is acceptable for exterior construction. Skirting materials shall be durable and suitable for exterior exposures. Any wood framing used in support of skirting shall be approved pressure treated wood. Manufactured shirting material shall be installed in accordance with the skirting manufacturer's requirements. The skirting requirement shall apply to all manufactured homes sited after the date of the adoption of this subsection. All existing manufactured homes shall be brought into compliance with this skirting requirement on or before July 1, 2013. (Ord. of 4/16/12)

(Ord. of 6-15-98)

Sec. 4-73. - Exit standards

- (a) Each dwelling or dwelling unit must shall be provided with two remote exits egress doors, one of which is at least 36 inches wide and six feet, eight inches high shall have a minimum horizontal opening of not less than thirty-six inches 36" and a vertical opening of not less than six foot, eight inches 6'8", easily and accessible to the occupants of each housing unit. All exit egress doors shall be easily operable and lockable. If only In instances where only one exit egress door can be provided, then each sleeping room must have at least one openable window approved for emergency egress. The window must be operable from the inside without the use of a special key or tool. The bottom of the windowsill height shall not exceed 44 forty-four inches 44" above the finished floor. Such window shall provide a minimum clear opening width of 20 twenty inches 20" and a minimum clear opening height of 22 twenty-two inches 22". The total net-clear opening shall not be less than four square feet. Bars, grills or other obstructions placed over these windows must be releasable or removable from the inside without the use of a special key or tool.
- (b) Platforms and/or steps shall be provided to serve exits and shall be maintained in a safe condition and in accordance with section 4-78(g) and (h) of this article.
- (c) Safe, continuous and unobstructed exits shall be provided from the interior of the structure to the exterior at street or grade level.

(Ord. of 6-15-98)

Sec. 4-74. - Plumbing standards

- (a) Every <u>dwelling or dwelling</u> unit shall be connected to an approved water supply and sewage disposal system.
- (b) Every <u>dwelling or</u> dwelling unit used or intended for use as human habitation shall have an enclosed bathroom and toilet facilities complete with water closet, tub or shower and

- lavatory, and shall also have a kitchen sink, all of which shall be connected to approved water and sewer systems.
- (c) There shall be running water installed inside each residential building dwelling or each dwelling unit, with unimpeded flow to each outlet.
- (d) There shall be separate toilet facilities for each dwelling or dwelling unit.
- (e) Water-heating facilities systems shall be provided which are properly installed, are maintained in safe and good working condition, are properly connected with the hot water line to each tub, shower, lavatory, kitchen sink, washing machine, and/or any other supplied plumbing fixture and are capable of supplying water at a temperature of not less than 120 degrees Fahrenheit. Such supplied water-heating facilities systems shall be capable of operating independently of the space-heating equipment.
- (f) All fixtures shall be in proper working condition with no leaks existing.
- (g) No fixtures shall be cracked, broken or badly chipped.
- (h) Hopper bowl toilets are hereby prohibited.
- (i) Access to toilet and bathing facilities shall be through a weather-tight area without going outside the building.
- (j) Every water closet compartment floor surface and bathroom floor surface shall be so constructed and maintained as to be reasonably impervious to water so as to permit such floor to be readily kept in clean and sanitary condition.
- (k) All water piping supply lines shall be protected from freezing by approved methods.
- (l) At least one three-inch minimum size plumbing vent shall be properly installed for each building. All plumbing waste-water lines and vents shall be installed meeting the NC Plumbing Code, as amended, or the Code in effect at the time of construction, whichever is least restrictive, and maintained in proper working order free from leaks, broken lines, and stoppages at all times.
- (m) Sewer and water lines shall be properly supported with no broken or leaking lines.
- (n) (m) Water closets shall be properly connected to a cold-water supply line.

Sec. 4-75. - Heating standards

- 1. The installation or use of more than one portable heating appliance shall not be construed as meeting the standards for heating of an occupied dwelling. (Ord. of 4/16/12)
- (a) Every building and dwelling unit shall be weatherproof and capable of being adequately heated. The heating equipment in every dwelling or dwelling unit shall be maintained in a safe workable proper working condition order at all times.
 - (1) Every central or electric heating system shall be properly installed and maintained in good and safe working condition and capable of safely and adequately heating all habitable rooms, bathrooms and water closet compartments in occupied housing every

- <u>dwelling or dwelling units</u> to a temperature of at least 68 degrees Fahrenheit at a point three feet above the floor with an outside temperature of 20 degrees Fahrenheit.
- (2) Where a central or electric heating system is not provided, each <u>dwelling or</u> dwelling unit shall be provided with sufficient fireplaces, chimney flues, or gas vents whereby heating appliances may be properly connected so as to furnish a minimum temperature of 68 degrees Fahrenheit at a point three feet above the floor with an outside temperature of 20 degrees Fahrenheit.
- (3) All gas and oil burning equipment installed on the premises shall be of a type approved and installed in accordance with the provisions of the state building code and any other applicable codes.
- (b) Liquid fuel stored on the premises shall be stored in accordance with the provisions of the state building code and any other applicable codes.
- (c) Chimneys shall be tight, safe, and capable of maintaining proper draft of combustion byproducts to outside air.
- (d) No holes shall be permitted in the flue except for necessary vent connections and cleanout doors.
- (e) All existing hanging masonry chimneys that are not properly attached to the structure shall be removed or reattached in accordance with the provisions of the most currently adopted State residential building code and any other applicable codes.
- (f) Thimbles shall be grouted in tightly.
- (g) Thimbles shall be located high enough to provide proper draft for the heating appliance served thereby.
- (h) Fireplace(s) shall be used only for supplemental heat and not for primary heating and shall have no loose mortar or damaged firebrick.
- (i) Hearths shall be of noncombustible material and shall extend at least 12 inches beyond the face and six inches beyond each side of the fireplace opening.
- (j) No combustible materials shall be permitted within seven inches of the top and seven inches on either side of the fireplace opening.
- (k) No combustible material shall be located within six inches of the thimble.

Sec. 4-76. - Electrical standards-

(a) Every dwelling and dwelling unit shall be wired for electrical lights and convenience receptacles. Every habitable room shall contain at least two floor or wall-type electric convenience receptacles installed in accordance with the state building code. At least one fixed in place ceiling or wall type electric light fixture shall be provided in every bedroom, toilet room, bathroom, laundry room, furnace room, public hall, basement or any other area in which artificial light is required for the safety and welfare of the occupants. A switched wall receptacle shall be acceptable in a bedroom, living room or den.

- (b) All receptacles, ceiling fixtures or other fixtures shall be securely attached.
- (c) All switches and fixtures shall be safely operable or sealed off and disconnected.
- (d) No flexible cords shall be used as a substitute for the fixed wiring of a structure, nor run through holes in walls, ceiling or floors; through doorways, windows or similar openings; attached to building surfaces, or concealed behind building walls, ceilings or floors.
- (e) Fuses, circuit breakers, or branch circuits shall be properly sized and maintained in accordance with the provisions of the most currently adopted National Electrical Code and any other applicable codes installed properly.
- (f) Every public hall and stairway in every multifamily dwelling containing five or more dwelling units shall be adequately lighted at all times. Every public hall and stairway in structures devoted solely to residential occupancy, containing not more than four dwelling units, may be supplied with conveniently located light switches controlling an adequate lighting system which may be turned on when needed instead of full-time lighting. Lights at entrances and exits are required.
- (g) All electric wiring, devices, appliances and fixtures shall be installed and maintained in accordance with the state building code the provisions of the most currently adopted National Electrical Code and any other applicable codes and none shall be dangerous or hazardous.

Sec. 4-77. - Light and ventilation standards

- (a) Every habitable room in a dwelling or dwelling unit shall contain a window or windows facing outside and the total glass area of such window or windows shall not be less than eight percent of the floor area of such room. Windows shall be maintained in accordance with section 4-78(c) have an aggregate glazing area of not less than 8 percent of the area of such room. Natural ventilation shall be through windows, skylights, doors, or other approved openings to the outside air. Such openings shall be easily accessible and controllable by the occupants of the room. The openable area to the outdoors shall be not less than 4 percent of the floor area being ventilated.
- (b) Openable windows, skylights, doors, or other approved openings that have been installed to meet the foregone requirement shall be properly screened and alone or combined meet the minimum 4 percent clear opening requirement for ventilation of the room. area in each habitable room shall be equal to at least one half of the minimum required window area and open directly to the outside unless the room is served by an approved ventilating system. This requirement does not apply to emergency egress windows from sleeping rooms as required in section 4-73(a).
- (c) All operable and openable windows shall be adequately screened. Screens shall not be permanently fixed to the window frame or sash. All operable or openable exterior doors shall have either a screen door or a storm door, and be equipped with a self-closing device. When approved by the inspectors public officer, the screens on windows and doors may be

omitted for dwelling <u>or dwelling</u> units containing a permanently installed heating and air conditioning system providing the dwelling <u>or dwelling</u> unit with year-round mechanical ventilation. Screens shall be installed in dwellings <u>or dwelling</u> with window air conditioning units which are not permanently installed.

- (d) Window frames and glass shall be reasonably weather-tight, with no cracked or broken glass.
- (e) Each toilet room and bathroom shall have an operable window unless served by other an approved mechanical ventilation system.
- (f) Each dwelling unit must provide two remote exits or, if only one exit is provided, every sleeping room must have at least one openable window approved for emergency egress. The window must be operable from the inside without use of key or tool. The window sill height shall not exceed 44 inches above the floor. Such window shall provide a minimum clear opening width of 20 inches and a minimum clear opening height of 22 inches. The total net clear opening shall not be less than four square feet. Bars, grills or other obstructions placed over these windows must be releasable or removable from the inside without the use of a key or tool.
- (g)(f) Every exterior and interior public passageway, hallway, and inside stairway stairwell in every dwelling or multifamily dwelling building shall be adequately lighted illuminated at all times to permit safe passage.

(Ord. of 6-15-98)

Sec. 4-78. - Structural standards

(a) Foundations:

- (1) The foundation shall be on firm, reasonably dry ground, and there shall be no water standing or running under the building.
- (2) All elements of the foundation, including <u>masonry</u>, <u>steel</u>, <u>or wood</u> piers, <u>underpinning</u> and masonry <u>walls</u>, and <u>steel structural members</u>, shall be in good repair and free from <u>decay</u>, <u>rot</u>, <u>or structural deterioration</u>. Piers shall be <u>sound</u> <u>plumb</u>, <u>level</u>, and <u>have proper</u> bearing on footings and structural member they support.
- (3) There shall be sound properly sized and spaced footings placed on adequate bearing soil.
- (4) There shall be no wood stiff knees or other improper piers.
- (5) No isolated masonry pier shall exceed ten times the least dimension.
- (6) Units, when underpinned, shall use an approved material so as to be substantially weatherproof and rodent-proof. A crawl space access, with cover, shall be provided to the under-floor space. Adequate ventilation shall be provided to the foundation area by approved methods.
- (b) Floors.

- (1) Broken, overloaded, decayed or excessively sagging sills, beams, girders and joists shall be prohibited. Floors shall be in sound condition and maintained in good repair and shall be safe to use and be capable of supporting the intended live and dead loads which normal use may cause to be placed thereon on them.
- (2) Flooring shall be reasonably smooth, not rotten or worn through, and without holes or excessive cracks which permit air or rodents to penetrate rooms.
- (3) There shall be no loose flooring or floor covering.
- (4) Floors shall be reasonably level.
- (5) There shall be no dirt floors or wood floors on the ground.
- (6) All bathroom, toilet room, laundry and kitchen floors shall be constructed and maintained so as to be impervious to water by covering with a waterproof, nonabsorbent material.

(c) Walls, exterior.

- (1) All exterior surfaces shall be structurally sound, waterproof, weatherproof and rodent-proof with no holes, cracks or rotted boards.
- (2) Window frames and glass shall be reasonably weather-tight, with no cracked or broken glass. All windows shall be provided with suitable hardware to include operable locks and shall be made to open freely.
- (3) Exterior doors shall be substantially weather-tight, waterproof and rodent-proof, and lockable from inside and outside. Doors shall be <u>maintained</u> in <u>sound proper</u> working condition <u>and good repair</u>.
- (4) All load-bearing walls, exterior or interior, shall not be substantially bowed or out-of-plumb and shall be structurally sound.
- (5) Studs shall provide sufficient support for sheathing or exterior finish and shall not be rotten or termite damaged.
- (6) All exterior surfaces shall be protected with paint or other approved protective covering to prevent deterioration and the entrance or penetration of moisture.
- (7) There shall be no chimneys or parts thereof which are defective, deteriorated or in danger of falling, or in such condition or locations as to constitute a fire hazard. See section 4-75 for additional requirements.

(d) Walls, interior.

- (1) Interior finish shall be free of holes.
- (2) Walls shall be in sound condition, not seriously out-of-plumb, and structurally sound.
- (3) There shall be no loose plaster, loose boards, or other loose wall materials susceptible to falling.
- (4) There shall be no seriously rottedn, termite [-damaged], fire-damaged or broken studs.
- (5) There shall be no cardboard, newspaper, or other similar highly combustible wall finish.

(e) Ceilings.

- (1) There shall be no rotten, broken, sagging, or fire-damaged joists or improperly supported ends.
- (2) Joists and supporting members shall provide sufficient support for the ceiling.
- (3) The ceiling shall be substantially rodent proof. There shall be no holes, loose plaster, boards, sheetrock, or other ceiling finish susceptible to falling.
- (4) There shall be no cardboard, newspaper, or other similar highly combustible finishes.

(f) Roof.

- (1) Roofs shall be in sound condition and capable of supporting the load intended.
- (2) There shall be no seriously rottedn, broken, or fire-damaged rafters or improperly supported ends.
- (3) Rafters shall be adequately braced.
- (4) Attics shall be properly ventilated.
- (5) There shall be no loose or seriously rotted or fire-damaged sheathing or roof covering. Roofing shall be provided to prevent the entrance of moisture and shall be maintained by renewal, repair, waterproofing or other suitable means.
- (6) There shall be a minimum of Class C roof covering.
- (7) There shall be proper flashing at walls and chimney.
- (8) There shall be no roof with more than two roof coverings.
- (9) Gutters and downspouts, if installed, shall be <u>provided properly maintained</u> to <u>properly</u> collect, <u>conduct transfer</u>, and discharge the water from the roof and away from the structure.

(g) Porches.

- (1) The Foundation, floor, ceiling and roof of all porches shall meet and be equal maintained to the same standards as set forth above, except sills and joists need not be level if providing drainage of floors; floors need not be weather-tight; and the ceiling height shall be not less than seven feet.
- (2) Posts and railings shall not be rotted or termite damaged.
- (3) Every porch, terrace or entrance platform located at more than 30 inches above the adjacent finished grade shall be equipped with guardrails not less than 36 inches high.
- (4) Surfaces shall be protected with paint or other approved covering or material to prevent the entrance or penetration of moisture.

(h) Stairs and steps.

(1) Stairs and steps shall be free of holes, grooves and cracks large enough to constitute accident present tripping hazards. They shall be safe to use properly attached, supported, and capable of supporting the loads that normal use may cause to be placed thereon on them.

- (2) Stairwells and flights of stairs, attached to or within a dwelling unit, that contain four or more risers shall have handrails with minimum and maximum heights of 30 inches and 38 inches, respectively, measured vertically from the nose of the treads.
- (3) Every rail shall be firmly fastened and maintained in good condition.
- (4) No flight of stairs settled more than one inch out of its intended position or pulled away from supporting or adjacent structures shall be allowed.
- (5) No rotting, sagging or deteriorated supports shall be allowed.
- (6) Every stair riser shall be reasonably uniform and shall not exceed eight and one-fourth inches in height and shall be securely fastened in position. Every wood riser in excess of 36 inches in width shall have an additional stringer, each stringer to be spaced not more than 30 inches apart. The minimum depth of treads shall be nine inches excluding the nosing.
- (7) Exterior stairs shall be protected with paint or other approved covering or material to prevent the entrance or penetration of moisture.
- (i) Accessory structure.
 - (1) Fences and other accessory structures <u>and buildings</u> shall either be maintained in a safe and <u>substantial</u> <u>structurally sound</u> condition or <u>be</u> demolished and removed <u>from</u> the property.
 - (2) The <u>Ss</u>tructural standards, as outlined in this section, shall also apply to <u>all</u> accessory structures and buildings.
 - (3) No deterioration due to the elements because of lack of preventive maintenance consisting of painting, waterproofing and repair shall be allowed.
 - (4) Any electrical, plumbing, heating or other utilities furnished to an accessory structure shall be installed in accordance with the state building code or other applicable codes and maintained in a safe condition.
 - (5) Every accessory structure shall be properly maintained in a clean and sanitary condition, and free from physical hazards and other matter detrimental to the public health.

Sec. 4-79. - Property maintenance.

- (a) **!** Vermin. **!** Premises, buildings, and structures shall, by generally accepted methods of extermination, be maintained free of vermin and rodent harborage and infestation.
- (b) Rubbish and garbage. Every person who occupies and controls a dwelling unit shall dispose of all rubbish and garbage in a clean and sanitary manner by placing it in proper storage facilities garbage receptacles. The owner shall be responsible for providing the receptacles for the storage of garbage and rubbish. Removal shall be at such frequent intervals to prevent buildup.

- (c) *Drainage*. Every yard shall be properly graded so as to obtain thorough drainage and so as to prevent the accumulation of stagnant water in the yard or under the structure.
- (d) Noxious weeds—Overgrown Vegetation. Every yard and all exterior property areas shall be kept free of species of weeds or plant overgrown vegetative plant growth which is are noxious or detrimental to public health or provide breeding places for flies, or insects, rodents, or other similar pests.
- (e) *Protective Treatment.* All exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks, and fences shall be maintained in good condition. Exterior wood surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated, and surfaces repainted. All siding and masonry joints as well as those between the building envelope and the and the perimeter of windows, doors, and skylights shall be maintained weather-resistant and water-tight. All metal surfaces subject to rust or corrosion shall be stabilized and coated to inhibit rest and corrosion. Oxidation stains shall be removed from exterior surfaces. Surfaces designed for stabilization by oxidation are exempt from this requirement. (Ord. of 4/16/12)

Sec. 4-80. - Rooming house exceptions

All of the provisions of this article and all of the minimum standards and requirements of this article shall be applicable to rooming houses, and to every person who operates a rooming house, or who occupies or lets to another for occupancy any rooming unit in any rooming house, except as provided in the following subsections:

- (1) At least one water closet, lavatory and bathtub or shower, properly connected to an approved water and sewer system and in good working condition, shall be supplied for each four rooms within a rooming house wherever these facilities are shared. All such facilities shall be located within the resident building served; shall be accessible from a common hall or passageway; and shall not be more than one story removed from any of the persons sharing such facilities. Every lavatory and bathtub or shower shall be supplied with hot and cold water at all times. Such required facilities shall not be located in a cellar or basement. All rooms containing these appurtenances shall have a door equipped with a privacy lock.
- (2) Every room occupied for sleeping by one occupant shall contain at least 70 square feet of floor area and every room occupied for sleeping purposes by more than one occupant shall contain at least 50 square feet of floor area for each occupant over 12 years of age.
- (3) The operator of every rooming house shall be responsible for the sanitary maintenance of all walls, floors and ceilings, and for the sanitary maintenance of every other part of the rooming house and premises.
- (4) No occupant of a rooming house shall heat or cook or permit the heating of food within his rooming unit.

(Ord. of 6-15-98)

Sec. 4-81. - Requirements of occupants.

Every occupant of a dwelling or dwelling unit or apartment shall:

- (1) Keep that part of a dwelling or dwelling unit or apartment which he they occupiesy and controls in a clean and sanitary condition.
- (2) Keep all required plumbing and other fixtures in a clean and sanitary condition, and exercise reasonable care in the use and operation thereof.
- (3) Be responsible for the extermination of any insects, rodents or other pests whenever such dwelling unit or apartment is the only one in the residential building infested, and the owner has provided a reasonable insect-proof and adequate rodent-proof building.
- (4) Dispose of all garbage and other refuse in an approved garbage receptacle.
- (5) Permit the inspectors public officer free access at reasonable times for the purpose of inspection in accordance with section 4-83 of this article.
- (6) Not place on the premises any material which causes a fire or otherwise endangers the health or safety of any occupants of such building; not place in storage or on the premises any furniture, auto parts, junk rubbish, equipment or material which harbors insects, rodents or other pests.
- (7) Not occupy any dwelling unit unless running water is provided to the required plumbing fixtures.
- (8) Not place within any structure, for use therein, any oil or gas-fired portable or non-vented cook stove or heater.
- (9) Not place on the premises, for use thereon, any heating or cooking unit which constitutes a fire hazard.
- (10) Not cause such damage to the dwelling unit or apartment let to him as to make the same unfit for human habitation.
- (11) Not occupy a dwelling unit after the inspectors public officer has duly placarded the structure in accordance with section 4-83 and section 4-86.
- (12) Give the owner, his their agent or employee access to any part of such dwelling or dwelling unit and its premises at all reasonable hours for the purpose of making such repairs or alterations as are necessary to effect compliance with the provisions of this article or with any lawful order issued pursuant to the provisions of this article.
- (13) Not cause any service, facility, equipment, or utility which is required under this chapter to be removed or shut off from, or discontinued for, any dwelling occupied by him them.

(Ord. of 6-15-98)

Sec. 4-82. - Liability, responsibility of owner.

(a) An owner remains liable for violation of duties imposed upon him them by this article even though:

- (1) An obligation is also imposed on the occupant.
- (2) The owner has, by agreement, imposed on the occupant the duty of furnishing required equipment or of complying with this article.
- (b) Whenever infestation is caused by failure of the owner to maintain a dwelling in a rodentproof or reasonably insect-proof condition, extermination shall be the responsibility of the owner. Whenever infestation exists in two or more of the dwelling units in a dwelling or in the shared or public parts of any dwelling containing two or more dwelling units, extermination shall be the responsibility of the owner.
- (c) The owner may not permit the continued occupancy of a dwelling unit which has been duly placarded by the inspectors public officer in accordance with section 4-83 and section 4-86.
- (d) The owner shall furnish adequate storage receptacles for garbage and rubbish, and shall be responsible for the removal of all garbage and rubbish from the premises at frequent enough intervals to prevent buildup of such garbage and rubbish.
- (e) The owner shall be responsible for compliance with this division.
- (f) No owner or operator shall cause any service, facility, equipment, or utility which is required under this ordinance to be removed or shut off from or discontinued for any occupied dwelling.
- (g) The owner shall ensure that the structure remains closed and secured when not occupied. Should it become necessary to board the windows and/or doors, it must be done with boards fitted to the openings, screwed in place and painted a color consistent with the surrounding wall area.

(Ord. of 4-16-12)

DIVISION 3. - ENFORCEMENT

Sec. 4-83. - Procedure.

- (a) Preliminary investigation. (1) Whenever a petition is filed with the <u>public officer</u> inspector by a public authority, or by a least five residents of the county, or by an occupant charging that a dwelling <u>or dwelling unit</u> is violative of provisions of this article, or whenever it appears to the <u>public officer inspector</u> that any dwelling <u>unit</u>, accessory structure, or <u>building</u> is violative of the provisions of this article, the <u>public officer inspector</u> shall make an investigation and prepare an itemized list of such violations.
 - (2) Whenever it appears to the public officer that any nonresidential building or structure is vacant, abandoned, and/or has not been properly maintained so that the safety, health, or welfare of its occupants or members of the general public are in danger of injury or other calamity, the public officer shall make an investigation and prepare an itemized list of such violations.

- (b) Right-of-entry. For the purpose of making an inspections investigation, the public officer inspector is hereby authorized to enter, examine, and survey at all reasonable hours, all dwellings, dwelling units, rooming units, accessory structures and buildings, or nonresidential buildings, or structures and the premises associated therewith. The owner, or occupant of every dwelling, dwelling unit, rooming house or rooming unit, or the person in charge thereof the owner's agent, tenant, or other persons legally in possession of the premises, shall give the public officer inspector free access to such premises at all reasonable hours for the purpose of such inspection investigation, examination and survey. When permission to inspect investigate the a dwelling or its premises is has been denied or when the buildings or structures are vacant or abandoned, the public officer inspector shall obtain an duly issued administrative warrant in accordance with G.S 15-27.2 to inspect before conducting an investigation.
- (c) Complaint and notice of hearing. The public officer inspector shall issue and cause to be served upon the owner of, and parties of interest in, such dwelling, nonresidential building or structure, a complaint accompanied by an copy of the itemized list of such violations and advise the owner and parties of interest in, such violations are to be corrected to bring the dwelling, accessory structure or building, or nonresidential building, or structure into conformance with the minimum housing and nonresidential building code. The complaint shall include a notice that a hearing will be held before the hearing officer at a place and time therein fixed, not less than ten 10 nor more than 30 days after the serving of the complaint, so that the owner and parties of interest in, may give any reason why he they believe that the should not bring the dwelling, accessory structure or building, or nonresidential building, or structure is not in violation as charged into conformity. The owner or any party in interest shall have the right to file an answer to the complaint and to appear in person or otherwise, and give testimony at the place and time fixed in the complaint. The rule of evidence prevailing in courts of law and equity shall not be controlling in these hearings.

(d) Issuance of order.

- (1) If, after such notice and hearing as designated in subsection (c) above, the hearing officer determines that the dwelling, accessory structure or building, or nonresidential building, or structure under consideration is violative of standards or requirements herein set forth, he shall state in writing his findings of fact in support of such determination, and shall issue and cause to be served upon the owner thereof an order.
- (2) The order shall state that the owner must complete the corrective action in either subsection a, b, c, or d below, at the owner's option.
 - a. Repair, alter and/or improve each dwelling, accessory structure or building, or nonresidential building, or structure so as to render it safe and fit for human habitation, occupation, or use, in accordance with the standards set forth in this article. The owner shall correct ordinance all violations as itemized in the public officer's inspector's report. Should any other unsafe or hazardous condition become apparent during the course of such work, that condition also be remedied

to bring the dwelling, accessory structure or building, or nonresidential building, or structure up into compliance with minimum housing the standards as set forth in this article. Such order may also require the owner to immediately vacate, or cause to be vacated and closed, the dwelling and keep it vacant until all work is completed.

- b. Remove <u>or demolish</u> the <u>dwelling</u> <u>building and structures</u>. <u>This shall include</u> removing all debris from the lot.
- c. Demolish the dwelling and remove all debris from the lot. Immediately vacate, or cause to be vacated, and secure from entry, the building or structure. The owner shall keep it in such condition until the building or structure is suitable for human habitation or occupation for a period not to exceed one calendar year from the time of the order. After the one-year period has expired, the public officer shall require the owner to comply with an order as outlined in (d)(2)(a) or (b) above.
- d. Comply with any requirement imposed upon an owner/occupant of a dwelling unit, accessory structure or building, or nonresidential building, or structure by this article.
- (3) The order shall specify a period of time, not to exceed 90 days from the date of the order, to complete all work as outlined in subsection (d)(2)(a) and (b) above.
- (4) Such order may also require the owner to immediately vacate, or cause to be vacated and closed, the dwelling and keep it vacant until all work is completed.
- (e) Additional actions of the <u>public officer</u> inspector.
 - (1) At the same time as the hearing notice shall be sent to the owner, the <u>public officer</u> inspector, pursuant to G.S. 1-116, may file a lis pendens upon the premises with the clerk of superior court.
 - (2) In all cases where the dwelling of dwelling unit, accessory structure or building is found to be unsafe, the public officer inspector may cause to be placed upon the dwelling, dwelling unit, accessory structure or building on the main entrance thereof, a placard displaying the following words: "This building is unfit for human habitation; the use or occupation of this building is prohibited and unlawful." In all cases where a nonresidential building or structure is found to be unsafe, a placard displaying the following words: "This building is unfit for any use; the use or occupation of this building for any purpose is prohibited and unlawful". The placard shall remain fixed to the dwelling, accessory structure or building, or nonresidential building, or structure until it shall be removed by the public officer inspector when, upon reinspection, he finds that the condition of the dwelling or dwelling unit, accessory structure or building, or nonresidential building, or structure complies with the minimum housing code of the county. Pending that finding, the removal, moving, defacing, mutilating, or covering of a placard by any person is prohibited and shall constitute a misdemeanor.
 - (3) If a vacancy has occurred or the tenants are in the process of vacating, the <u>public</u> <u>officer</u> <u>inspector</u> may follow the procedures as outlined in subsection (e)(2) above.
- (f) *Method of service*.

- (1) Complaints or orders issued by an <u>public officer</u> inspector shall be served upon persons either personally or by <u>registered or</u> certified mail. When service is made by certified mail, a copy of the complaint or order may also be sent by regular mail. If certified mail is returned as unclaimed or refused, delivery may be attempted using certified and regular mail. A copy of the correspondence will be sent both certified and regular mail. If the certified mail is unclaimed or refused, but the regular mail is not returned within ten days from mailing, service will be deemed sufficient. If this method of service regular mail is used, the correspondence must be posted on the premises <u>in a conspicuous location</u>.
- (2) If the whereabouts of such persons are unknown and the same cannot be ascertained by the <u>public officer inspector</u> in the exercise of reasonable diligence and the <u>public officer inspector</u> shall make an affidavit to the effect, then serving of such complaint or order upon such person may be made by publishing the same once in a newspaper of general circulation in the county. A copy of such complaint or order shall be posted in a conspicuous place on premises affected by the complaint or order.
- (3) Failure on the part of any owner or party in interest to receive or have served upon him any complaint, notice or order herein provided for shall not affect or invalidate the proceedings with respect to any other owner or party in interest, or any other person, firm or corporation.
- (4) Authorized agent. Each owner of rental property located within the jurisdiction of the county shall authorize a person residing within the county to serve as his or her agent for the purpose of accepting service of process under this section. The owner shall provide on a form supplied by the county inspection department, the authorized agent's name, address, and phone number. The owner shall notify the county inspection department of any changes in the information provided, not more than ten days after such changes have occurred. Nothing in this section shall require an owner to designate an agent to accept service of process where the owner of the rental property resides within the county.

Sec. 4-84. - Right of appeal to the Board of Adjustment housing appeals board.

- (a) Any owner or person who is aggrieved with the ruling or decision of the hearing officer in any manner relative to the interpretation or enforcement of any of the provisions of the minimum housing code of the county may appeal from any such decision to the <u>Board of Adjustment housing appeals board</u>.
- (b) An appeal from any decision or order of the hearing officer may be taken by any person aggrieved thereby or by an officer, board, or commission of the county. Except from appeals for an extension of time within which to comply with the decision or order of the hearing officer, any appeal from the hearing officer shall be taken within ten days from the rendering of the decision or service of the order, and shall be taken by filing with the <u>public officer inspector</u>, hearing officer or secretary to the housing appeals board a notice of appeal, on forms supplied by the inspection department, which shall specify the grounds upon which the appeal is based. Upon the filing of any notice of appeal, the secretary shall transmit to

the board all the papers constituting the record upon which the decision being appealed was made. When an appeal is from a decision of the hearing officer refusing to allow the person aggrieved thereby to do any act, his decision shall remain in force until modified or reversed. When any appeal is from a decision of the hearing officer requiring the person aggrieved to do any act, the appeal shall have the effect of suspending the requirement until the hearing by the board, unless the <u>public officer inspector</u> certifies to the board that such suspension would cause imminent peril to life or property, in which case the requirement shall not be suspended.

- (c) An appeal for an extension of time within which to comply with the decision or order of the hearing officer may be taken in the manner set forth in subsection (b) above, at any time not less than 14 days prior to the expiration of time to comply. An extension of time shall be granted only if the appellant has commenced lawfully the corrective work or acts directed by the <u>public officer</u> inspector and completed a minimum of 25 percent of the required work or acts, calculated as a percentage of the total of the required work or acts as the housing appeals board may deem reasonable under the circumstances. The board shall not grant an extension of time for compliance with a decision or order of the hearing officer to correct or abate a condition of habitation which poses an imminent threat of serious bodily injury. The board shall grant an extension of time only for such period it finds is reasonably necessary to complete the corrective work or acts required and may attach such conditions to the extension that it deems necessary to assure orderly progression of such work and acts. The board shall not grant an extension of time for more than six months following the expiration of the time to comply directed by the hearing officer.
- (d) The housing appeals board shall fix a reasonable time for the hearing of all appeals, shall give due notice to all the parties, and shall render its decision within a reasonable time. Any party may appear in person, or by agent or attorney. The board may reverse or affirm, wholly or partly, or may modify the decision or order as in its opinion ought to be made in the matter, and to that end, it shall have all powers of the <u>public officer inspector</u>, but the concurrent vote of four members of the board shall be necessary to reverse or modify any decision or order of the <u>public officer inspector</u>. The board shall have the power also in passing upon appeals, in any case where there are practical difficulties or unnecessary hardships in the way of carrying out the strict letter of the article, to adapt the application of the article to the necessities of the case to the end that the spirit of the article shall be observed, public safety and welfare secured, and substantial justice done.
- (e) In case any dwelling is erected, constructed, altered, repaired, converted, maintained or used in violation of this article or any valid order or decision of the <u>public officer inspector</u> or board made pursuant to this article, the <u>public officer inspector</u> or board may institute any proceedings or appropriate action to prevent such unlawful erection, construction, reconstruction, or alteration, or to prevent any illegal act, conduct or use in or about the premises of the dwelling.

(Ord. of 6-15-98)

Sec. 4-85. - Violations, penalties, and remedies.

(a) Violations.

- (1) Every dwelling and dwelling unit, or nonresidential building, or structure used as a human habitation, or held out for use as a human habitation, or is constructed for the purpose of human occupation which does not comply with all the requirements of division 2 of the Code shall be deemed substandard.
- (2) Unless otherwise provided in this chapter, all requirements relating to housing shall be the responsibility of the owner.
- (3) No person shall occupy as owner-occupant or let to another or others for occupancy or use or cause or allow to be used as a human habitation, any dwelling or building which exhibits any of the conditions described in section 4-86(b) and has been ordered vacated in accordance with section 4-83(d)(4). The removal, defacing, moving, mutilating, or covering of the placard by any person is prohibited and shall constitute a separate offense.
- (4) The <u>public officer</u> inspector shall determine that a residential building is unfit for human habitation if he finds that any of the conditions contained in section 4-86(b) exist in such building.
- (5) Each day that any such condition or failure, neglect, refusal, or occupancy continues shall constitute a separate and distinct offense.

(b) Criminal penalty.

- (1) A violation of this article shall be a misdemeanor as provided in G.S. 14-4.
- (2) The <u>public officer</u> inspector may seek, from an appropriate official of the general court of justice, an arrest warrant or other process initiating criminal charges against any person who violates this article.

(c) Civil penalties.

(1) Violation of this article may also subject the owner or party of interest to a penalty of \$50.00 250.00 per day for each day and every day the violation exists, not to exceed \$3,000.00. The penalty shall be payable to Cumberland County and shall be paid at the office of the county planning and inspection department. Failure of the owner or party of interest to pay the penalty within 12 days shall result in the county initiating a civil action to collect the penalty collection of the debt through the North Carolina Setoff Debt Collection Act.

(d) Equitable remedies.

- (1) This article may be enforced by an appropriate equitable remedy issued from a court of competent jurisdiction. In such case, the general court of justice shall have jurisdiction to issue such orders as may be appropriate and it shall not be a defense to the application of the county that there is an adequate remedy at law.
- (2) When a violation of this article occurs, the county may apply to the appropriate division of the general court of justice for a mandatory or prohibitory injunction commanding the defendant to correct the unlawful condition upon or cease the unlawful use of the property. In addition to an injunction, the court may enter an order of abatement as part of the judgment in the case. An order of abatement may direct that buildings or other structures on the property be closed, demolished or removed; that

fixtures, furniture or other movable property be removed from buildings on the property, that grass and weeds be cut, that improvements or repairs be made; or that other action be taken that is necessary to bring the property into compliance with the article. If the defendant fails or refuses to comply with an injunction or with an order of abatement within the time allowed by the court, he may be cited for contempt and the county may execute the order of abatement. The county shall have a lien on the property for the cost of executing an order of abatement. The defendant may secure cancellation of an order of abatement by paying all costs of the proceedings and posting a bond for compliance with the order. The bond shall be given with sureties approved by the judge before whom the matter is heard and shall be continued on the defendant's full compliance with the terms of the order of abatement within a time fixed by the judge. Cancellation of an order of abatement shall not suspend or cancel an injunction issued in conjunction therewith.

(e) Other remedies.

- (1) The criminal penalties and equitable remedies provided in this section are cumulative and not exclusive and may be independently pursued against the same person for the activity constituting a violation of this section. Nothing in this section shall be construed to impair or limit in any way the power of the county to define and declare nuisances and to cause their removal or abatement by summary proceedings or otherwise. The enforcement of any remedy provided herein shall not prevent the enforcement of any other remedy or remedies in other ordinances or laws.
- This article may be enforced by the public officer inspector submitting to the board of (2) county commissioners an ordinance ordering a substandard or unfit dwelling or dwelling unit, accessory structure or building, or nonresidential building, or structure to be repaired, altered, improved, vacated, closed, removed or demolished, and pending removal or alteration, by placing a placard on such dwelling, dwelling unit or accessory structure, accessory structure or building, or nonresidential building, or structure as provided by G.S. 153A-366 160D-1119 and section 4-83(e)(2) of this article. The amount of the cost of any repairs, alterations, improvement, vacating, closing, removal, or demolishing caused to be done by the public officer inspector shall be a lien against the real property upon which such cost was incurred. Such lien shall be filed, have the same priority, and be collected as the lien for special assessment as provided in North Carolina General Statutes, Chapter 160AD, Article 10, Section 160A-433(6) 160D-1126. The ordinance may provide for the imposition of a civil penalty for each day's continuing violation of any provision of the ordinance for compliance. The amount of the penalty shall be determined by the board of county commissioners in each ordinance based upon the facts and circumstances of each case. The amount of the penalty for each day's violation shall not exceed \$250.00 and the total penalty for one continuing violation shall not exceed \$3,000.00.

(Ord. of 6-15-98)

Sec. 4-86. - Emergency enforcement procedures.

- (a) Generally. The existence of unfit conditions of habitation which pose an imminent threat of bodily harm to occupants of a dwelling, or a dwelling unit, or any person upon the premises or adjacent property or neighborhood are declared unlawful conditions existing upon, or use made of, land and constitute a public nuisance. In order to protect the public welfare, expedited procedures are necessary to immediately remedy these unlawful conditions.
- (b) *Unfit conditions*. Unfit conditions of habitation <u>or occupation</u> which pose an imminent threat of serious bodily harm include, but are not limited to:
 - (1) Unsafe drinking water.
 - (2) Lack of a sanitary and legal means to dispose of human sewage.
 - (3) Unsafe electrical installation in violation of the state building code.
 - (4) Hazardous cooking or heating equipment.
 - (5) Unsafe fuel storage tanks and/or supply lines.
 - (6) Substantial rodent or vermin infestation.
 - (7) Serious structural deterioration creating a likelihood of collapse.
- (c) Violation. It shall be a violation of this article for an owner or party of interest to knowingly permit, allow or condone the existence of unfit conditions of habitation or occupation upon the land which pose an imminent threat of serious bodily harm of occupants of a dwelling, or dwelling unit, nonresidential building, or structure, or any person upon the premises of adjacent property or neighborhood. Failure of the owner to correct the unfit condition of habitation or occupation which poses an imminent threat of serious bodily injury within the time prescribed by the public officer inspector shall be prima facie proof of the initial violation. Each day's existence of the condition, subsequent to the date of correction specified by the public officer inspector, shall be an additional separate and distinct violation.

(d) Procedure.

- (1) The <u>public officer inspector</u>, upon receipt of a complaint or upon his own initiative, shall investigate the alleged unlawful condition. The <u>public officer inspector</u> shall determine if the condition creates an imminent threat of bodily harm to occupants or persons upon the premises. Such determination constitutes a violation of this article.
- (2) Upon such determination, the <u>public officer</u> inspector shall:
 - a. Placard the main entrance of any structure. The placard shall provide notice that the structure has been condemned and is deemed unsafe for human occupancy.
 - b. Notify the owner or party of interest of the <u>public officer's</u> inspector's determination that the dwelling or dwelling unit is unfit for human habitation and poses an imminent threat of bodily harm to occupants or persons upon the premises, and that such condition is a violation of this article.
- (3) The notice shall be in writing and served in accordance with section 4-83 and shall state:

- a. The particular condition found to pose a serious threat of bodily injury and that the condition is both a criminal and civil violation of this article.
- b. The specific correction to be made.
- c. The date of the initial violation as the date of receipt of the notice.
- d. The date not later than which the correction is to be made.
- e. The failure to correct the condition within the time prescribed in the notice is prima facie proof of the initial violation.
- f. That each day's willful failure to correct the condition subsequent to the date prescribed in the notice for correction is a separate and distinct violation of this article.
- (4) The <u>public officer inspector</u> shall prescribe a reasonable time for the correction of the condition found to pose a serious threat of bodily harm; however, that period shall not be less than 72 hours.
- (5) A copy of section 4-86 shall accompany the notice.
- (e) Enforcement.
 - (1) Violation of this section subjects the owner or party in interest to a civil penalty of \$50.00 250.00 per day, subsequent to the date of receipt of the notice of violation, for each day and every day the condition remains uncorrected, not to exceed \$3,000.00. The penalty shall be payable to Cumberland County and shall be paid at the county Planning & iInspections dDepartment, Old Courthouse, Fayetteville, North Carolina. Failure of the owner or party in interest to pay the penalty within 12 days after receipt of the notice shall result in the county initiationng collection of the debt through the North Carolina Setoff Debt Collection Act of a civil action by the county to recover the penalty for the benefit of the county.
 - The criminal penalties and equitable remedies provided in section 4-85 are applicable to this section in addition to the civil penalty above. These means of enforcement are cumulative, and not exclusive, and may be independently pursued against the same person for the activity constituting a violation of this section.

Secs. 4-87—4-130. - Reserved.

ARTICLE V. - INSULATION CONTRACTORS[5]

Footnotes:

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State Law reference Enforcement of building code insulation and energy utilization standards, G.S. § 143-151.26 et seq.; regulating and licensing businesses, trades, etc., G.S. § 153A-134.

Secs. 4-131 4-149. Reserved.

Editor's note—An ordinance adopted Aug. 4, 2003, repealed §§ 4-131—4-149, which pertained to insulation contractor requirements and derived from Comp. Ords., §§ 15-1.1—15-1.7, 15-1.9 and 15-1.10.

Sec. 4-150. - Permit required; fees.

No person licensed under this article may for a consideration install, alter or restore any insulation or other materials or energy utilization equipment designed or intended to meet the state building code requirements for insulation and energy utilization standards without first securing a permit from the building inspector for each item or work. There shall be a permit fee, as set forth in the schedule of fees in the county administration and technical ordinances, for each permit issued.

(Comp. Ords., § 15-1.8)

State Law reference Similar provisions, G.S. § 143-151.29.

Secs. 4-151—4-160. - Reserved.

ARTICLE VI. - PROPERTY ADDRESSING 6

Footnotes:

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Editor's note— An ordinance adopted Nov. 24, 1992, did not specifically amend this Code; hence inclusion as Ch. 4, Art. VI, §§ 4-161—4-197 was at the discretion of the editor.

DIVISION 1. - GENERALLY

Sec. 4-161. - Title.

This article shall be known and may be cited as the "Property Address Ordinance for the County of Cumberland, North Carolina."

(Ord. of 11-29-92)

Sec. 4-162. - Purpose.

The purpose of this article is to provide a uniform property numbering system along both public and private streets and roadways in order to facilitate provision of adequate public safety and emergency response services. This article is further designed to eliminate duplicate or

phonetically similar street names, to provide for the uniform marking of streets and roadways, and to provide for the assignment of house numbers for all properties and principal buildings throughout the county. It is further designed to establish an official street name map and listing of all streets and roadways in Cumberland County, and to establish the procedures by which a street or roadway may be named or by which an existing name may be changed.

(Ord. of 11-24-92)

Sec. 4-163. - Authority.

This article is adopted under the authority and provisions of the General Statutes of North Carolina, Chapter 153A-121, 239.1 239, 240 and local modifications thereto.

(Ord. of 11-24-92)

Sec. 4-164. - Jurisdiction.

This article, the regulations, and the procedures contained herein shall apply to and govern each and every lot, parcel or tract of land and improvement thereon, within the county outside of the jurisdiction of any incorporated municipality.

(Ord. of 11-24-92)

Sec. 4-165. - Definitions.

For the purpose of this article, certain terms or words used herein shall be defined as follows:

Board of commissioners means the Cumberland County Board of Commissioners.

Building means any structure having a roof supported by columns or by walls, and intended for shelter, housing or enclosure of persons, or equipment. Each portion of a building separated from other portions by a fire wall shall be considered as a separate building. For the purposes of this article, the term "building" may also include other manmade structures such as a mobile home.

Business address means a site-specific address.

Developer means a person, firm or corporation submitting an application for development for a subdivision, planned unit development, industrial park or mobile home park and upon whom final responsibility for ensuring compliance with the terms and conditions of this article rests.

Driveway means a private way, beginning at the property line of a lot abutting a public road, private road, easement or private easement, recorded private road or private right-of-way, and leading to a building, use or structure on that lot.

Dwelling, single-family means a building, including a mobile home not in a mobile home park, arranged or designed to be occupied by one family. As defined in the Cumberland County Zoning Ordinance.

House number means a site-specific address assigned to any house residence, dwelling, business, warehouse, or other structure or property in a sequential manner.

Mailing address [means the address] assigned or used by the U.S. Postal Service for the purpose of delivery of the U.S. mail. Mailing address may or may not be identical to a site-specific address.

Mobile home means a portable manufactured housing unit designed for transportation on its own chassis and placement on a temporary or semi-permanent foundation having a measurement of 32 feet or more in length and eight feet or more in width. As used in this article, mobile home also means a double-wide mobile home which is two or more portable manufactured housing units designed for transportation on their own chassis, which connect on site for placement on a temporary or semi-permanent foundation having a measurement of 32 feet or more in length and eight feet or more in width.

Mobile home space means any parcel of ground within a mobile home park designated for the exclusive use of one mobile home.

Mobile home park means any site or tract of land upon which are located three or more mobile home dwellings capable of being occupied for dwelling or sleeping purposes.

Official street name means the name of any roadway, public road, private road or driveway in the area of Cumberland County as approved by the Cumberland County Planning Department.

Planning department means the Cumberland County Joint Planning Department.

Private mobile home park road means any roadway or driveway which serves two or more homes for residential purposes, and which has not been dedicated to the public use.

Public road means a street located on public right-of-way and which meets the total improvement requirements for a public street as set forth by the North Carolina Department of Transportation in its publication "Subdivision Roads Minimum Construction Standards" that are currently maintained by the North Carolina Department of Transportation and roads that are recorded as public rights of way.

Private road means a roadway not maintained by the North Carolina Department of Transportation which is not for public use but can be used for access to a particular site, group development or business.

Roadway means any road, street, drive, lane, cartway, tramway, easement, right-of-way, access area, thoroughfare, highway, boulevard, or any other corridor used for or having the potential use as a means of travel by a motor vehicle.

Site specific address means an address comprised of an official street name and sequential number assigned by the Cumberland County Joint Planning Department.

Situs address means an address used for property identification through the County of Cumberland Assessors office and contained in the OASIS mainframe computer files. There may be more than one site specific address for each situs address.

State road number means a number assigned by the North Carolina Department of Transportation; also known as the SR number for secondary state-maintained roads.

Street name means the official name of any roadway, designated by the Board of Commissioners or, in the case of state-maintained roads, by the North Carolina Department of Transportation. New street names may become official under the procedure outlined in section 4-172 of this article.

Travel trailer means a vehicular portable structure less than 32 feet in length primarily designed as a temporary dwelling for travel, recreation or vacation uses not intended for a residence or domicile.

Travel trailer park means a parcel of land designed and equipped to accommodate travel trailers on a temporary basis.

(Ord. of 11-24-92)

Sec. 4-166. - Abbreviations.

Abbreviations. Official USPS abbreviations shall be used for street name suffixes.

- (1) Suffixes. See Appendix (1).
- (2) *Prefixes.* The following shall be used before a road name, where applicable:

North - N.

South - S.

East - E.

West - W.

(3) *Name*. Certain abbreviations may be used on signs that include commonly used words or terms in official street names. Including, but not limited to the following:

Fort - Ft.	Branch - Br.
Church - Ch.	Mount - Mt.
Saint - St.	Creek - Crk.

All other additional abbreviations for site specific addresses will conform to the U.S. Postal Service standards.

(Ord. of 11-24-92, § 202)

Secs. 4-167—4-170. - Reserved.

DIVISION 2. - STREET NAMES

Sec. 4-171. - Generally.

- (a) The county joint planning department shall maintain a listing of all official street names in Cumberland County as well as maintain an official county map exhibiting the approved names and location of all roadways in Cumberland County, and shall serve as a clearinghouse for all information regarding the names and location of roadways in Cumberland County.
- (b) Any amendments to such list shall be made only by the county board of commissioners unless additions to such lists are made through the procedure for approval of new subdivisions, planned unit developments, mobile home parks, previously unnamed roadways, private roads or driveways, or through other land development regulations or upon determination that the original list had typographical errors.
- (c) All public roadways and private roads in unincorporated Cumberland County shall be identified by a sign showing the official name. State road numbers shall appear on roadways maintained by NCDOT. These road signs shall be placed at all intersections and shall identify intersecting streets. County personnel or those persons authorized by the county board of commissioners are authorized to remove any existing street name sign that does not conform to the adopted county sign specifications, including name and style.

(Ord. of 11-24-92)

Sec. 4-172. - Street naming procedures.

- (a) The board of county commissioners shall by ordinance name or rename all public or private roads within the county and not within an incorporated municipality and shall assign or reassign site specific addresses for use on such roads. In naming or renaming a public road, the board of commissioners may not:
 - (1) Change the name, if any, given to the road by the North Carolina Board of Transportation without their concurrence.
 - (2) Change the state road identification number assigned to the road by the board of transportation.
 - (3) Give the road a name that is deceptively similar to the name of any other public road in the vicinity.

The board of county commissioners shall not name or rename a road or assign or reassign site specific addresses on a road until it has held a public hearing on the matter except as provided in division 3. At least ten days before the day of the hearing, the board of commissioners shall cause notice of the time, place, and subject matter of the hearing to be prominently posted at the county courthouse, and in at least two public places in the township or townships where the road is located, and shall publish a notice of such hearing in at least one newspaper of general circulation in the county.

After naming or renaming a public road, or assigning or reassigning street numbers on a public road, the board of county commissioners shall cause notice of this action to be given to the local U.S. Postmaster (AIS Section) with jurisdiction over the road, to the Board of Transportation, to any city within five miles of the road, and to the following agencies:

Cumberland County Sheriff's Department, volunteer fire departments, City of Fayetteville Communications, Cumberland County Emergency Operations Center, Cumberland County Assessors Office for annotation on county maps, board of education, Cumberland County Fire Marshal and the City of Fayetteville Engineering Department.

- (b) The Cumberland County Joint Planning and Inspections Department is authorized to determine the need for road names and name changes and to recommend such additions or changes to the county commissioners for both private and public roads outside the corporate limits of any municipality within the county. If property owners abutting a road(s), identified by the staff for naming or renaming, waive their right to suggest a name after notification by the staff of the need for a name, the staff is authorized to choose an official name from the pre-approved list contained within the street naming coordinators' file.
- (c) A street name may be assigned to any public or private road which provides access to two or more residences, businesses, industries or combinations thereof, regardless of the length of such road.
- (d) Subject to subsections (e) and (f), below, following the initial naming of all roads within Cumberland County, renaming may be accomplished by the board of county commissioners on their own motion or by petition of at least 50 percent of all property owners abutting the street being petitioned for change.
- (e) No street name change petitions for officially adopted streets will be accepted until after the completion of the initial sign installation project for the entire county and approval by the appropriate North Carolina Department of Transportation official(s) for the installed signs.
- (f) Changing of the same officially adopted street name will be considered only once every five years.

(Ord. of 11-24-92)

Sec. 4-173. - Street name duplications.

- (a) The board of county commissioners shall not assign a roadway name that is deceptively similar to the name of any other public or private road in the county.
- (b) Street names should not closely approximate phonetically the name of any street within the county, irrespective of a differing suffix or spelling.

(Ord. of 11-24-92)

Sec. 4-174. - Mobile home parks, condominiums, apartments, planned unit developments, public housing developments, and travel trailer parks.

Where county records are incomplete, the owners of existing mobile home parks, condominiums, apartments, planned unit developments, public housing developments, and travel trailer parks shall, upon request by the planning department, submit a legible and scaled map of their development, the location, name and width of each roadway, and respective parcel identification numbers (PIN). Each lot and/or building within the development must also be

identified in a numeric fashion. Structures containing multiple units must also have the number of units per structure shown on the plat/map.

(Ord. of 11-24-92)

Secs. 4-175—4-180. - Reserved.

DIVISION 3. - PROCEDURES

Sec. 4-181. - Generally.

Property addressing includes the assignment of site-specific addresses to residences, businesses and other property within the unincorporated areas of Cumberland County. Initial numbering of interior offices and rooms shall be done in consultation with the Cumberland County Joint Planning Department. It shall be the responsibility of the owner/manager to notify the planning department of any subsequent changes.

(Ord. of 11-24-92)

Sec. 4-182. - Authorization.

The Cumberland County Joint Planning and Inspections Department is hereby authorized to assign property addresses on streets which are not presently numbered, and to readdress streets which are not numbered in accordance with section 4-183.

(Ord. of 11-24-92)

Sec. 4-183. - Assigning addresses to buildings and property.

- (a) As a matter of general policy, on streets radiating outward from the Market House, even numbers shall be assigned to buildings on the right side of a street and odd numbers shall be assigned on the left side of a street. The county is split into quadrants using the Market House as the origin and having Person St./Clinton Rd., Hay St./Morganton Rd., Green St./Ramsey St. and Gillespie St./U.S. 301 s. representing the boundaries of the quadrants. Streets originating at these base lines will have numbers assigned to the right-hand side of the street and odd numbers on the left. For example, N. McPherson Church Rd. begins at the base line of Morganton Rd. and therefore has odd numbers assigned to the left side of the road as the numbers increase. The joint planning department shall exercise appropriate discretion in ambiguous cases.
- (b) Allowances shall be made for vacant properties that could be developed at a higher density in order that numbers may be properly assigned. The following general policy shall apply: Two site specific addresses shall be assigned, one on either side of the street, at 20-foot intervals (the equivalent of 100 possible addresses for each 1,000 feet of roadway).
- (c) Site specific addresses for corner lot properties shall be determined by where the front door entrance meets the street. If the front door faces a street that does not provide access or bisects the intersection the address will be assigned to the street that provides access.

- (d) Road sections shall be addressed on a block by block basis where possible. A block is normally a section of street or road terminated at each end by intersections. Streets not having any intersections for a length of 1,000 feet or more will require block changes at no more than 1,000-foot intervals.
- (e) Individual buildings on lots created without frontage on an approved private street or public street will be addressed to the street they obtain access from. For those driveways not requiring a name, the number is to be posted onto the mailbox or other device at the intersection of the access point and on the building.
- (f) Multiple buildings obtaining access on an unnamed unplatted drive will require the naming of that drive before number assignment, regardless of the length of the driveway, if the lot frontage divided by 20 is greater than the number of units proposed.
- (g) Address assignment within mobile home parks will conform to the usual number assignment, with one exception. The unit number shall be displayed on the unit closest to the street by the park owner(s) or management group and be maintained by that group.
- (h) Apartment buildings and some office building developments shall have one unique sitespecific address assigned to each building with either a suite or an apartment suffix assigned for each unit. The suite or apartment suffix shall be numeric.
- (i) Property addressing in regional shopping centers and mall facilities shall be reviewed on a case by case basis in consultation with the U.S. Postal Service and Emergency Dispatch Centers to determine whether a separate addressing scheme is necessary.
- (j) When more units are built in a multiunit development than the existing address ranges would allow either of two methods shall be used: (1) assignment of a primary number with an alpha suffix such as 712-A and 712-B; or (2) naming of the roadway entering the development.

In cases where a new road is built to serve the new development the new road will be named and addresses will be assigned to it. When more units are built than previously existed with access onto an existing street and the existing addresses would not allow for the assignment of additional numbers, alpha suffixes shall be assigned using the ascending or descending pattern exhibited in the surrounding developed areas.

(k) Buildings obtaining access across a 20-foot extended lot line(s) to a public street will be addressed to the public street to which they obtain access, unless the such "flagged lot" contains two or more principal structures, or where there are multiple "flagged lots" in which case(s) the extended lot line shall need to be named as a street for addressing purposes.

(Ord. of 11-24-92)

Sec. 4-184. - Subdivisions with proposed new streets.

(a) For all subdivisions which are developed in conformance with the Cumberland County Subdivision Ordinance and in which new streets are proposed, the following items must be submitted to the planning department for approval before any property can be subdivided and recorded:

- (1) A scaled map of the overall tract illustrating street layout (preliminary plan) including a vicinity map and parcel identification number (PIN).
- (2) The pre-approved name for each street labeled on the preliminary plat.
- (b) The planning department will review the proposed street names for duplication and for overall compliance with the street naming and addressing policy.
- (c) The approved street name(s), containing the approved prefix and/or suffix, shall be included on the final plat submitted for recordation. If the petitioner desires to change the approved street names indicated on the approved preliminary plat to the final plat it will require that the proposed new street name be approved by the street naming coordinator prior to final plat approval. If the proposed name is not contained on a pre-approved list the proposed name will be reviewed to ensure that there is no street name currently in existence that would confuse emergency dispatch personnel or the Postal Service. This process requires ten working days.

(Ord. of 11-24-92)

Sec. 4-185. - Display of site-specific address numbers.

Site specific address numbers in a contrasting color from their background must be clearly displayed on all buildings so that the location can be easily identified from the roadway that is used for the site-specific address.

- (1) It shall be the duty of the property owner of the structure, building or mobile home fronting on a street to properly display the number which has been assigned by the planning department.
- (2) The site-specific address number must be displayed by the main entrance to the building or on the street end of the building nearest the road so that it is most clearly visible from the street.
- (3) If a building is more than 500 feet from the centerline of the roadway to which the building fronts or if the building is not visible from the roadway, the site specific address number shall also be displayed at the end of the driveway nearest the roadway which provides access to the building. Such display should be at least six inches above driveway level with the numbers facing the street. (The numbers may be displayed on the mailbox.)
- (4) All site-specific address numbers shall be displayed numerically. Numbers may be displayed in script as long as numeric numbers are also properly mounted. When two or more digits are displayed, each successive number may be either adjacent or offset top to bottom or left to right.
- (5) Single-family dwelling numerals shall be posted and maintained so as to be legible from the road the unit is addressed to.
- (6) Numerals for multiple dwelling units and nonresidential buildings shall be placed on the front of the building facing the road or on the end of the building nearest the road and/or parking lot. These numerals shall be legible from the street that the unit is addressed to.

- (7) Mobile home park lots shall have sequential address numbers throughout the park. Each lot or unit will have a separate address number assigned. Each mobile home park space or unit shall be marked uniformly within the park. These numbers shall be affixed to either a pole or the unit itself on the lot entrance side. These numbers must also be legible from the street the unit is addressed to.
- (8) Numerals placed on mailboxes for U.S. Postal Service identification shall not be a substitute for the site-specific address.
- (9) Certain large-scale developments such as Kelly Springfield Tire Co. and Marketfair Mall may elect to place one large sign near their entrance. In these situations, where the building setback would make it impossible to see the number affixed to the building, it would be acceptable to incorporate the address number as part of the sign.

(Ord. of 11-24-92)

Secs. 4-186—4-190. - Reserved.

DIVISION 4. - ADMINISTRATION AND ENFORCEMENT

Sec. 4-191. - Enforcement.

- (a) All owners shall be properly notified of the official street name and property address. This address may also be used for receipt of the U.S. mail.
- (b) Owners of buildings which do not comply with this article will be notified and requested to meet these requirements within 30 days from the date of the notification. A warning notice will be issued after 30 days if the requirements have not been met. If the owner does not comply voluntarily with this article within 30 days of the delivery of the warning notice by registered or certified mail or by hand delivery to the building in violation, enforcement action pursuant to G.S. 153A-123 may be initiated.
- (c) No building permit for any purpose shall be issued until an official site-specific address number has been assigned for each principal structure. Exceptions may be made during the initial property addressing project period in which case a condition to the permit shall require addressing when available. Rural route and box numbers may continue to be assigned by the U.S. Postal Service in areas where street addresses have not been assigned.
- (d) Officials of the following Cumberland County departments may issue warning notices: planning department and inspections department.
- (e) The director of the county planning department is hereby authorized to promulgate pertinent manuals and procedures for the administration of this article.

(Ord. of 11-24-92)

Sec. 4-192. - Appeal.

Action taken by the planning department or under guidelines set forth in this article may be appealed by the property owner(s). Such an appeal must be filed in writing within 30 working

days of written notification of required owner action. Further appeals may be made to the county board of county commissioners.

(Ord. of 11-24-92)

Sec. 4-193. - Violations.

It shall be unlawful for any person(s) without the written consent of Cumberland County to:

- (1) Name or designate the name of any public road, neighborhood public road, private subdivision street or private mobile home park road, in the unincorporated areas.
- (2) Erect any street sign on any public road, neighborhood public road, private subdivision street or private mobile home park road in the unincorporated areas of Cumberland County, without the written approval of the county planning department.
- (3) Erect any street sign on any roadway, public or private, in the unincorporated areas of Cumberland County, which does not meet the current county sign specifications.
- (4) Remove, deface, damage, or obscure a street sign in the jurisdiction of this article.
- (5) Number or assign an address to any principal structure without the written approval of Cumberland County.
- (6) Name a private street or road which duplicates or is substantially similar to the name of an existing street or road within the unincorporated areas of Cumberland County.

(Ord. of 11-24-92)

Sec. 4-194. - Remedies and penalties.

- (a) Any person violating a provision of this article shall be guilty of a misdemeanor and shall be subject to a fine of not more than \$500.00 or imprisonment of not more than 30 days, as provided by North Carolina General Statues 14-4.
- (b) Any violation of this article may be subject to civil remedies as set forth in G.S. 153A-123.
 - (1) Violation of a provision of this article shall subject the offender to the assessment of a civil penalty in the amount of \$50.00 per day. Each day's continuing violation shall constitute a separate offense for the purpose of assessing a penalty.
 - (2) The director of the county planning department or his designee is authorized to investigate violations of this ordinance and, upon a determination that such a violation has occurred, issue a civil penalty citation in such form as the director may provide. Citations shall be payable at the office of the planning department designated by the director to receive such payments.
 - (3) Penalties assessed shall be recovered by the county in a civil action in the nature of debt if the offender does not pay the civil penalty within 30 days after the citation has been issued.

(Ord. of 11-24-92)

Sec. 4-195. - Separability.

Should any section or provision of this article be declared by the courts to be unconstitutional or invalid, such decisions shall not affect the validity of the article as a whole, or any part thereof other than the part so declared to be unconstitutional or invalid.

(Ord. of 11-24-92)

Sec. 4-196. - Conflict.

Insofar as the provisions of this article are inconsistent with the provisions of any other law concerning or affecting property addressing, except a provision of state or federal law, the provisions of this article shall control.

(Ord. of 11-24-92)

Sec. 4-197. - Effective date.

This article shall be in full force and effect upon adoption by the county board of commissioners.

(Ord. of 11-24-92)

APPENDIX 1	
Alley - Aly	Heights - Hts
Annex - Anx	Highway - Hwy
Arcade - Arc	Hill - Hl
Avenue - Ave	Hills - Hls
Bayou - Byu	Hollow - Holw
Beach - Bch	Inlet - Inlt
Bend - Bnd	Island - Is
Bluff - Blf	Islands - Iss
Bottom - Btm	Isle - Isle

Boulevard - Blvd	Junction - Jct
Branch - Br	Key - Ky
Bridge - Brg	Knolls - Knls
Brook - Brk	Lake - Lk
Burg - Bg	Lakes - Lks
Bypass - Byp	Landing - Lndg
Camp - Cp	Lane - Ln
Canyon - Cyn	Light - Lgt
Cape - Cpe	Loaf - Lf
Causeway - Cswy	Locks - Lcks
Center - Ctr	Lodge - Ldg
Circle - Cir	Loop - Loop
Cliffs - Clfs	Mall - Mall
Club - Clb	Manor - Mnr
Corner - Cor	Meadows - Mdws
Corners - Cors	Mill - Ml
Course - Crse	Mills - Mls
Court - Ct	Mission - Msn
Courts - Cts	Mount - Mt
Cove - Cv	Mountain - Mtn

Creek - Crk	Neck - Nck
Crescent - Cres	Orchard - Orch
Crossing - Xing	Oval - Oval
Dale - Dl	Park - Park
Dam - Dm	Parkway - Pky
Divide - Dv	Pass - Pass
Drive - Dr	Path - Path
Estates - Est	Pike - Pike
Expressway - Expy	Pines - Pines
Extension - Ext	Place - Pl
Fall - Fl	Plain - Pln
Falls - Fls	Plains - Plns
Ferry - Fry	Plaza - Plz
Field - Fld	Point - Pt
Fields - Flds	Port - Pt
Flats - Flt	Prarie - Pr
Ford - Frd	Radial - Radl
Forest - Frst	Ranch - Rnch
Forge - Frg	Rapids - Rpds
Fork - Frk	Rest - Rst

Forks - Frks	Ridge - Rdg
Fort - Ft	River - Riv
Freeway - Fwy	Road - Rd
Gardens - Gdns	Row - Row
Gateway - Gtwy	Run - Run
Glen - Gln	Shoal - Shl
Green - Grn	Shoals - Shls
Grove - Grv	Shore - Shr
Harbor - Hbr	Shores - Shrs
Haven - Hvn	Spring - Spg
Springs - Spgs	Brdge - Brg
Spur - Spur	Brg - Brg
Square - Sq	Bridge - Brg
Station - Sta	Brk - Brk
Stravenue - Stra	Brnch - Br
Stream - Strm	Brook - Brk
Street - St	Brooks - Brk
Summit - Smt	Btm - Btm
Terrace - Ter	Burg - Bg
Trace - Trce	Burgs - Bg

Track - Trak	Byp - Byp
Trail - Trl	Bypa - Byp
Trailer - Trlr	Bypas - Byp
Tunnel - Tunl	Bypass - Byp
Turnpike - Tpke	Byps - Byp
Union - Un	Byu - Byu
Valley - Vly	Camp - Cp
Viaduct - Via	Canyn - Cyn
View - Vw	Canyon - Cyn
Village - Vlg	Cape - Cpe
Ville - Vl	Causeway - Cswy
Vista - Vis	Causway - Cswy
Walk - Walk	Cen - Ctr
Way - Way	Cent - Ctr
Wells - Wls	Center - Ctr
Allee - Aly	Centers - Ctr
Alley - Aly	Centr - Ctr
Ally - Aly	Cir - Cir
Aly - Aly	Circ - Cir
Anex - Anx	Circl - Cir

Circle - Cir
Circles - Cir
Clb - Clb
Clf - Clfs
Clfs - Clfs
Cliff - Clfs
Cliffs - Clfs
Club - Clb
Cmp - Cp
Cnter - Ctr
Cntr - Ctr
Cnyn - Cyn
Cor - Cor
Corner - Cor
Corners - Cors
Cors - Cors
Course - Crse
Court - Ct
Courts - Cts
Cove - Cv

Bluff - Blf	Coves - Cv
Bluffs - Blf	Ср -Ср
Blvd - Blvd	Cpe -Cpe
Bnd - Bnd	Crcl - Cir
Bot - Btm	Crcle - Cir
Bottm - Btm	Crecent - Cres
Bottom - Btm	Creek - Crk
Boul - Blvd	Cres - Cres
Boulevard - Blvd	Crescent - Cres
Boulv - Blvd	Cresent - Cres
Br - Br	Crk - Crk
Branch - Br	Crossing - Xing
Crscnt - Cres	Freeway - Fwy
Crse - Crse	Freewy - Fwy
Crsent - Cres	Frg - Frg
Crsnt - Cres	Frk - Frk
Crssng - Xing	Frks - Frks
Cswy - Cswy	Frry - Fry
Ct - Ct	Frst - Frst
Ctr - Ctr	Frt - Ft

Cts - Cts	Frway - Fwy
Cv - Cv	Frwy - Fwy
Cyn - Cyn	Fry - Fry
Dale - Dl	Ft - Ft
Dam - Dm	Fwy - Fwy
Div - Dv	Garden - Gdns
Divide - Dv	Gardens - Gdns
Dl - Dl	Gardn - Gdns
Dm - Dm	Gateway - Gtwy
Dr - Dr	Gatewy - Gtwy
Driv - Dr	Gatway - Gtwy
Drive - Dr	Gdn - Gdns
Drives - Dr	Gdns - Gdns
Drv - Dr	Glen - Gln
Dv - Dv	Glens - Gln
Dvd -Dv	Gln - Gln
Est - Est	Grden - Gdns
Estate - Est	Grdn - Gdns
Estates - Est	Grdns - Gdns
Ests - Est	Green - Grn

Exp - Expy	Greens - Grn
Expr - Expy	Grn - Grn
Express - Expy	Grov - Grov
Expw - Expy	Grove - Grv
Expy - Expy	Groves - Grv
Ext - Ext	Grv - Grv
Extension - Ext	Gtway - Gtwy
Extn - Ext	Gtwy - Gtwy
Extnsn - Ext	Harb - Hbr
Exts - Ext	Harbor - Hbr
Fall - Fl	Harbors - Hbr
Falls - Fls	Harbr - Hbr
Ferry - Fry	Haven - Hvn
Field - Fld	Havn - Hvn
Fields - Flds	Hbr - Hbr
Fl - Fl	Height - Hts
Flat - Flt	Heights - Hts
Flats - Flt	Highway - Hwy
Fld - Fld	Highwy - Hwy
Flds - Flds	Hill - Hl

Hills - Hls
Hiway - Hwy
Hiwy - Hwy
HI - HI
Hllw - Holw
Hls - Hls
Hollow - Holw
Holw - Holw
Holws - Holw
Hrbor - Hbr
Ht - Hts
Hts - Hts
Hvn - Hvn
Hway - Hwy
Mission - Msn
Missn - Msn
Ml - Ml
Mls - Mls
Mnr - Mnr
Mnrs - Mnr

Isle - Isle	Mnt - Mt
Isles - Isle	Mntain - Mtn
Islnd - Is	Mntn - Mtn
Islnds - Iss	Mntns - Mtn
Jet - Jet	Mount - Mt
Jction - Jct	Mountain - Mtn
Jetn - Jet	Mountin - Mtn
Jetns - Jet	Msn - Msn
Jcts - Jct	Mssn - Msn
Junction - Jct	Mt - Mt
Junctn - Jet	Mtin - Mtn
Juncton - Jct	Mtn - Mtn
Key - Ky	Nck - Nck
Keys - Ky	Neck - Nck
Knl - Knls	Orch - Orch
Knls - Knls	Orchard - Orch
Knol - Knls	Orchrd - Orch
Knoll - Knls	Oval - Oval
Knolls - Knls	Ovl - Oval
Ky - Ky	Park - Park

Kys - Ky	Parks - Park		
Lake - Lk	Parkway - Pky		
Lakes - Lks	Pass - Pass		
Landing - Lndg	Path - Path		
Lane - Ln	Paths - Path		
Lanes - Ln	Pike - Pike		
Lck - Lcks	Pikes - Pike		
Lcks - Lcks	Pine - Pnes		
Ldg - Ldg	Pines - Pnes		
Ldge - Ldg	Pkway - Pky		
Lf - Lf	Pkway - Pky		
Lgt - Lgt	Pkwys - Pky		
Light - Lgt	Pky - Pky		
Lights - Lgt	Pl - Pl		
Lk - Lk	Place - Pl		
Lks - Lks	Plain - Pln		
Ln - Ln	Plaines - Plns		
Lndg - Lndg	Plaza - Plz		
Lndng - Lndg	Pln - Pln		
Loaf - Lf	Plns - Plns		

Lock - Lcks	Plz - Plz		
Locks - Lcks	Plza - Plz		
Lodg - Ldg	Pnes - Pnes		
Lodge - Ldg	Point - Pt		
Loop - Loop	Points - Pt		
Loops - Loop	Port - Prt		
Mall - Mall	Ports - Prt		
Manor - Mnr	Pr - Pr		
Manors - Mnr	Prarie - Pr		
Mdw - Mdws	Prk - Park		
Mdws - Mdws	Prr - Pr		
Meadow - Mdws	Prt - Prt		
Meadows - Mdws	Prts - Prt		
Medows - Mdws	Pt - Pt		
Mill - Ml	Pts - Pt		
Mills - Mls	Rad - Radl		
Radial - Radl	Strav - Stra		
Radiel - Radl	Strave - Stra		
Radl - Radl	Straven - Stra		
Ranch - Rnch	Stravenue - Stra		

Ranches - Rnch	Stravn - Stra		
Rapid - Rpds	Stream - Strm		
Rapids - Rpds	Street - St		
Rd - Rd	Streets - St		
Rdg - Rdg	Streme - Strm		
Rdge - Rdg	Strm - Strm		
Rdgs - Rdg	Strt - St		
Rds - Rd	Strvn - Stra		
Rest - Rst	Strvnue - Stra		
Ridge - Rdg	Sumit - Smt		
Ridges - Rdg	Sumitt - Smt		
Riv - Riv	Summit - Smt		
River - Riv	Ter - Ter		
Rivr - Riv	Terr - Ter		
Rnch - Rnch	Terrace - Ter		
Rnchs - Rnch	Tpk - Tpke		
Road - Rd	Tpke - Tpke		
Roads - Rd	Trace - Trce		
Row - Row	Traces - Trce		
Rpd - Rpds	Track - Trak		

Rpds - Rpds	Tracks - Trak		
Rst - Rst	Trail - Trl		
Run - Run	Trailer - Trlr		
Rvr - Riv	Trails - Trl		
Shl - Shl	Trak - Trak		
Shls - Shls	Trce - Trce		
Shoal - Shl	Trk - Trak		
Shoals - Shls	Trks - Trak		
Shoar - Shr	Trl - Trl		
Shoars - Shrs	Trlr - Trlr		
Shore - Shr	Trlrs - Trlr		
Shores - Shrs	Trls - Trl		
Shr - Shr	Trnpk - Tpke		
Shrs - Shrs	Tunel - Tunl		
Smt - Smt	Tunl - Tunl		
Spg - Spg	Tunls - Tunl		
Spgs - Spgs	Tunnel - Tunl		
Spng - Spg	Tunnl - Tunl		
Spngs - Spgs	Turnpike - Tpke		
Spring - Spg	Turnpk - Tpke		

Springs - Spgs	Un - Un		
Sprng - Spg	Union - Un		
Sprngs - Spgs	Unions - Un		
Spur - Spur	Valley - Vly		
Spurs - Spur	Valleys - Vly		
Sq - Sq	Vally - Vly		
Sqr - Sq	Vdct - Via		
Squre - Sq	Via - Via		
Squ - Sq	Viaduct - Via		
Square - Sq	Viaduct - Via		
Squares - Sq	View - Vw		
St - St	Views - Vw		
Sta - Sta	Vill - Vlg		
Station - Sta	Villag - Vlg		
Statn - Sta	Village - Vlg		
Stn - Sta	Ville - Vl		
Str - St	Villg - Vlg		
Stra - Stra	Villiage - Vlg		
Vis - Vis			
Vist - Vis			

Vista - Vis	
VI - VI	
Vlg - Vlg	
Vlgs - Vlg	
Vlly - Vly	
Vly - Vly	
Vlys - Vly	
Vst - Vis	
Vsta - Vis	
Vw - Vw	
Vws - Vw	
Walk - Walk	
Walks - Walk	
Way - Way	
Ways - Way	
Well - Wls	
Wells - Wls	
Wls - Wls	
Wy - Way	
Xing - Xing	

ARTICLE XX ADMINISTRATIVE PROVISIONS

SECTION 2001. PURPOSE.

The purpose of this ordinance is to establish regulations and procedures for the platting, recording and development of real property within Cumberland County. The Board of Commissioners of Cumberland County hereby find these regulations and procedures necessary in order to promote the orderly development of the County; provide for the coordination and dedication of streets and thoroughfares; provide for the reservation or dedication of land for other public purposes, as set forth herein; promote the proper installation of streets, public utilities and other community facilities, promote the eventual elimination of unsafe and unsanitary conditions arising from improper land subdivision and development; ensure proper description, identification, monumentation and recording of subdivided properties; and generally promote the public health, safety and general welfare.

State Statute Reference: N.C. GEN. STAT., Chapter 153A 160D, Planning and Regulation of Development Local Planning and Development Regulation

SECTION 2002. TITLE.

This ordinance shall be known and may be cited as the Cumberland County Subdivision and Development Ordinance" or "Cumberland County Subdivision Ordinance." (Amd. 12-19-11)

SECTION 2003. AUTHORITY AND ENACTMENT.

The Board of Commissioners of Cumberland County, pursuant to the authority conferred by Chapter 153A, Article 18, Part 2, and Section 153A 330 160D 801 et seq. Chapter 160D, Article 8, of the General Statutes of North Carolina, does hereby ordain and enact into law these articles and sections.

SECTION 2004. JURISDICTION.

This ordinance shall control the subdivision and development of land, as defined herein, lying within the boundaries of Cumberland County, except to the extent of lawful subdivision regulations by any municipality in the County as authorized by law.

SECTION 2005. APPLICATION.

All preliminary plans and final plats for the subdivision, as defined herein, of land shall conform to the requirements of this ordinance and the County Zoning Ordinance and shall be submitted in accordance with the procedures and specifications established within the ordinances. Plans for developments, such as manufactured home parks, group developments, zero lot line, townhomes, and condominiums (unit ownership) shall be submitted in the same manner as and are subject to these provisions the same as other subdivision plats or plans.

SECTION 2006. ORDINANCE ADMINISTRATOR.

The Board of Commissioners of Cumberland County, as permitted by N.C. GEN. STAT. § 153A-330 160D-801 et seq., delegates to the Cumberland County Planning & Inspections Director, or the director's designee, authority to grant preliminary development plan and final plat approval in accordance with the provisions of this ordinance, with appeal of the Cumberland County Planning & Inspections Director's final decision to be heard and decided by the Cumberland County Planning Board.

SECTION 2007. STAFF CONFLICT-OF-INTEREST.

No Cumberland County Planning & Inspections staff member shall make a final decision on an administrative decision required by the Cumberland County Subdivision Ordinance and NC General Statute Chapter 160D if the outcome of that decision would have a direct, substantial, and readily identifiable financial impact on the staff member or if the applicant or other person subject to that decision is a person with whom the staff member has a close familial, business, or other associational relationship.

SECTION 2007. PLANS/PLATS APPROVAL REQUIRED.

After the effective date of this ordinance, or the effective date of any subsequent amendment thereto, no subdivision plat or development plan of properties, as defined herein, within the jurisdiction of this ordinance and the County Zoning Ordinance, shall be permitted, filed or recorded until it shall have been submitted to and approved by the Planning and Inspections Department as hereinafter provided; no permit shall be issued for the development of any land until such time as the development plan or subdivision plat has been finally approved and if applicable, recorded with the County Register of Deeds or until such time as the plan has received formal approval where a final plat is not required; and no land shall be sold or transferred by reference to a subdivision plat, except those recorded prior to the effective date of this ordinance, that has not been approved

and recorded in accordance with the provisions of this ordinance.

SECTION 2008. FEES.

For each preliminary or development plan, final plat, and any site plan as required under the County Zoning Ordinance, the owner or agent of said property shall pay a nonrefundable filing fee to "Cumberland County" in accordance with a fee schedule recommended by the Planning Board and approved by the County Commissioners.

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ARTICLE XXI INTERPRETATIONS, CALCULATIONS AND DEFINITIONS

The interpretation of terms, methods of measurement, and definitions contained in this article shall be observed and applied when construing and applying this ordinance, except when the context clearly indicates otherwise. Words not otherwise defined shall be construed and applied given their customary and ordinary meaning.

SECTION 2101. INTERPRETATIONS OF COMMON TERMS AND WORDS.

For the purpose of interpreting certain words or terms contained within this ordinance and unless otherwise expressly stated, the following shall apply:

- Α. Words used in the present tense include the future tense. Words used in the singular tense include the plural, and words used in the plural tense include the singular, unless the natural construction of the wording indicates otherwise.
 - В. The word "shall" is always mandatory and not discretionary.
 - C. The word "may" is permissive.
- The word "person" includes any firm, association, organization, partnership, D. corporation, trust or company, or any other legal entity, as well as an individual.
 - Ε. The word "lot" shall include the words "piece," "parcel," "tract" or "plot."
- F. The phrase "used for" shall include the phrases "arranged for," "designed for," "intended for" and "occupied for."
- G. Any reference to an "article" or "section" shall mean an article or section of this ordinance, unless otherwise specified.

SECTION 2102. METHODS OF CALCULATION.

The rules set out herein shall be used to enforce and apply this ordinance, unless such rules are inconsistent with specific criteria contained within an individual article or section. If a discrepancy arises between the following methods and any specific section elsewhere in this ordinance, the standards of the specific section shall prevail.

- A. Fractional requirements. When any requirement of this ordinance results in a fraction of a unit, a fraction of one-half or more shall be considered a whole unit, and a fraction of less than one-half shall be disregarded. When the number of dwelling units permitted on a lot submitted for approval as a group development results in a fraction of a dwelling unit, a fraction of one-half or more shall be considered a dwelling unit, and a fraction of less than one-half shall be disregarded.
- B. Computation of time. The time within which an act is to be completed shall be computed by excluding the first day and including the last day; if the last day is a Saturday, Sunday or legal holiday recognized by the County, that day shall also be excluded.
- C. Calculation of measurement. The spatial separations required by this ordinance shall be calculated as follows:
- 1. Distance is calculated by drawing a straight line from the closest point on the perimeter of the exterior wall of the site being measured to the closest point of the property line in question.
- 2. Separation of structures is calculated by drawing a straight line from the closest point on the perimeter of the exterior wall, structure or bay to another exterior wall, structure, bay, well, or septic, as applicable.
- 3. Separation of uses is calculated by drawing a straight line from the closest point of the property boundary to the nearest property boundary line, which contains the use requiring the separation.
- 4. Area is calculated by applying the standard mathematical formulas, applying common conversion factors as necessary.

SECTION 2103. DEFINITIONS OF SPECIFIC TERMS AND WORDS.

In further amplification and for clarity of interpretation of the context, the following definitions of word usage shall apply:

Abutting/Contiguous: Having property or district lines in common, i.e., two lots are abutting if they have any portion of any property line in common. Lots are also considered to be abutting if they are directly opposite each other and separated by a street, alley, railroad right-of-way, navigable stream or other water source.

Access: A means of approaching/entering or exiting/leaving a property. Access also includes ingress, the right to enter and egress, and the right to leave.

Administrative decision: Decisions made in the implementation, administration, or enforcement of development regulations that involves the determination of facts and the application of objective standards set forth in local government development regulations.

Alley: A private right-of-way primarily designed to serve as a secondary access to the side or rear of those properties whose principal frontage is on a street and is not intended for general traffic.

Alter: To make any change, addition or modification in construction, occupancy or use.

Apartment: A room or suite of rooms intended for use as a residence by a single household or family. Such a dwelling unit may be located in an apartment house, duplex, or as an accessory use in a single home or a commercial building.

Berm: Any elongated earthen mound designed or constructed to separate, screen or buffer adjacent land uses.

Board of Commissioners or Commissioners: The Cumberland County Board of Commissioners.

Buffer: An opaque fence, wall, berm, hedge or other natural planting, or a combination thereof, restricting the view from adjoining streets and/or abutting properties thus providing a functional and/or visual separation of uses of property.

Buildable Area (Buildable Envelope): The space remaining on a lot after the minimum open space requirements (yards, setbacks, etc.) have been met.

Building: Any structure enclosed and isolated by exterior walls constructed or used for residence, business, industry or other public or private purposes, or accessory thereto, including tents, lunch wagons, dining cars, trailers, manufactured homes and attached or unattached structures consisting of roof and supporting members, and similar structures whether stationary or movable. Any structure used or intended for supporting or sheltering any use or occupancy.

Building Footprint: The portion of a lot's area that is enclosed by the foundation of buildings, plus any cantilevered upper floor, stoops, porches, chimneys, decks, etc.

Building, Principal (Main): A building in which the principal use is conducted for the lot on which it is situated.

Building, Setbacks: The minimum distance from all property and/or right-of- way lines to the closest projection of the exterior face of buildings, walls or other forms of construction (i.e. decks, landings, terraces, and porches, etc.).

Building Site: A building site shall be that property intended for conveyance to a fee simple owner after the construction thereon of a single-family residence or business and shall be sufficient in size to contain the structure to be constructed thereon and any other proposed components of the property that are to be conveyed.

Cemetery: As defined in Chapter 65, Article 9, of the General Statutes of North Carolina, any one or a combination of more than one of the following in a place used or to be used and dedicated or designed for cemetery purposes:

- A. Grave spaces or burial park for earth internment;
- B. Mausoleum; and
- C. Columbarium.

Cemetery Grave Space: A space of ground in a cemetery intended to be used for the interment in the ground of the remains of a deceased person.

Certificate of Occupancy: Official certification that a premise conforms to the provisions of this ordinance, the County Zoning Ordinance and N.C. Building Code and may be used or occupied. Such a certificate is granted for new construction or for alterations or additions to existing structures or a change in use. Unless such a certificate is issued, a structure cannot be occupied, but a certificate may be issued for a portion of a structure ready for occupancy, such as separate dwelling or commercial units in a structure with multiple units.

Common Area: Land and any other portion of a development not individually owned or dedicated for public use, which is designed and intended for the use or enjoyment of the residents of the development.

Condominium (Unit Ownership) Development: A project, governed by the Unit Ownership provisions of this ordinance and regulated by the *NC Unit Ownership Act*, N. C. Gen. Stat. 47A-I, *et seq.*, consisting of multiple individually owned units in a multi-unit structure with jointly owned undivided interest in common of the land on which the structure(s) stand and other shared areas and facilities (common area).

Conservancy: Any legally established incorporated entity, whether for profit or nonprofit, whose organization is dedicated to the protection of the environment and natural resources.

County: Cumberland County.

Crosswalk: A right-of-way dedicated to public use, which cuts across a right- of-way to facilitate pedestrian access to adjacent streets and properties.

Dedication: A gift from by the owner of property to another party without any consideration being given for the transfer. Since a transfer of property is involved, the dedication shall be accomplished by written instrument and is completed with an acceptance.

Density: The average number of families, persons, housing units or buildings per unit of land.

Determination: A written, final and binding order, requirement, or determination regarding an administrative decision.

Development: Any land disturbing activity subject to the provisions of this ordinance resulting in new construction of a principal structure on a lot, addition to an existing principal structure that results in a fifty percent or more increase in size to the existing principal structure, or a subdivision of land. (Amd. 12-19-11)

Driveway: A private access way, the use of which is limited to persons residing, employed or otherwise using or visiting the parcel in which it is located.

Dwelling: A building or portion thereof designed, arranged or used for permanent living quarters. The term "dwelling" shall not be deemed to include a travel trailer, recreational vehicle, motel, hotel, tourist home or other structures designed for transient residence. A building that contains one or more dwelling units used, intended or designed to be used, rented, leased, let or hired out to be occupied for living purposes.

Dwelling, Multiple-Family: A residence designed for or occupied by two or more families with separate housekeeping and cooking facilities for each. consisting of two or more dwelling units.

Dwelling, Single-Family: A detached residence designed for or occupied by one family only and consisting of one dwelling unit.

Dwelling Unit: A single unit providing complete, independent living facilities for one or

more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.

Easement: A right given or reserved by the owner of land for specific limited use of the owner's land.

Farmland Protection Area: An area defined and adopted by the Board of Commissioners as denoted on the Land Use Plan Map for protection of the agricultural industry; the rural character; and the preservation of farmland.

Group Development: A group of two or more principal uses, structures, or dwelling units occupying, built on, or intended to occur on a single lot, tract, or parcel of land.

Health Department: The Cumberland County Public Health Department, which includes County Environmental Health.

High Density: Residential development having a density of 15 or more dwelling units per acre.

(Amd. 12-19-11)

High Voltage Line: Any electrical line 25kv or greater.

Highway Plan: A plan, formally known as "Fayetteville Area Metropolitan Planning Organization Highway Plan," that provides and defines a functional system of streets permitting travel from origins to destinations with directness, ease and safety. Different streets in this system are designed and called on to perform specific functions, thus minimizing the traffic and land service conflict.

Land Area, Gross: The square footage of an entire site included within the external boundary of the property to be developed.

Land Area, Net: The square footage of an entire site, excluding public and private rights-of-way, required to meet the minimum zoning district dimensional provisions as required by the County's Zoning Ordinance, for which the property is zoned.

Lot: A parcel of land occupied or intended for occupancy, by a principal structure or group of principal structures together with any accessory structures, including such yards, open spaces, width, and area as are required by this ordinance and the County Zoning Ordinance, either shown on a plat of record or described by metes and bounds and recorded with the County Register of Deeds.

Lot, Corner: A lot abutting the intersection of two or more streets, or a lot abutting a curved street or streets, in which streets have an angle of intersection of not more than

135 degrees.

Lot, Depth: The depth of a lot is the average distance between the front and back lot lines excluding street rights-of-way.

Lot, Flag: A lot where the main body of the lot is separated from the street giving access to the property, but which has an included strip of land at least 20 feet in width connecting the lot to the street, thus providing lot access.

Lot, Frontage: The linear feet of property measured along the property line that abuts a public street. On a private street, the distance is measured along the right-of-way line adjoining the street.

Lot, Interior: A lot other than a corner or periphery lot.

Lot Lines: The lines bounding a lot; where a lot of record includes a public right-of-way, the lot lines are presumed not to extend into the right-of-way.

Lot, Periphery: A lot with one or more property line(s) comprising at least a portion of the boundary of the property to be subdivided or developed.

Lot, Through: A lot, other than a corner lot, having frontage on two parallel or approximately parallel streets or a corner lot having frontage on three or more streets.

Lot Width: The straight-line distance between the points where the building setback line intersects two side lot lines.

Lot of Record: A part of a subdivision or other development, a plat of which has been recorded in the office of the County Register of Deeds, or a lot described by metes and bounds, the description of which has been recorded in the office of the Register of Deeds and, if applicable, meets all requirements of the this ordinance.

Low Density: Residential development having a density of 2.2 to six dwelling units per acre. (*Amd.* 12-19-11)

Manufactured Home: A structure designed to be used as a dwelling unit, which has been constructed and labeled indicating compliance with the U.S. Department of Housing and Urban Development (HUD) administered *National Manufactured Housing Construction and Safety Standards Act of 1974*, as amended.

Manufactured Home, Class A: A dwelling unit constructed after July 1, 1976, that meets or exceeds the construction standards promulgated by the U.S. Department of Housing and Urban Development (HUD) that were in effect at the time of construction and that satisfies the following additional criteria:

- A. The manufactured home has a length not exceeding four times its width, with length measured along the longest axis and width measured at the narrowest part of the other axis;
- B. The pitch of the roof of the manufactured home has a minimum vertical rise of 2.2 feet for each 12 feet of horizontal run and the roof is finished with a type of shingle that is commonly used in standard residential construction;
- C. All roof structures shall provide an eave projection of no less than six inches, which may include a gutter;
- D. The exterior siding consists predominantly of vinyl or aluminum horizontal lap siding (whose reflectivity does not exceed that of gloss white paint) or wood or hardboard siding, comparable in composition, appearance and durability to the exterior siding commonly used in standard residential construction;
- E. The manufactured home is set up in accordance with the standards set by the N.C. Department of Insurance (NCDOI) and a continuous permanent masonry foundation, or permanent masonry curtain wall, un-pierced except for required ventilation and access, is installed under the manufactured home;
- F. Stairs, porches, entrance platforms, ramps and other means of entrance and exit to and from the home shall be installed or constructed in accordance with the standards set by the N. C. Department of Insurance (NCDOI), attached firmly to the primary structure and anchored securely to the ground; and
 - G. The moving hitch, wheels and axles, and transporting lights have been removed.

Manufactured Home, Class B: A dwelling unit constructed after July 1, 1976, that meets or exceeds the construction standards promulgated by the U.S. Department of Housing and Urban Development (HUD) that were in effect at the time of construction, but that does not satisfy all of the criteria necessary to qualify the dwelling unit as a Class A manufactured home.

Manufactured Home, Class C: Any manufactured home that does not meet the definitional criteria of a Class A or Class B manufactured home.

Manufactured Home Park: Any site or tract of land with more than two spaces intended to be occupied or occupied by manufactured homes, regardless of whether a charge is made for such services. Manufactured home parks may include recreational facilities and other incidental structures necessary to support the residents of the park.

Manufactured Home Space: A plot of land within a manufactured home park designed for

the accommodation of a single manufactured home.

Medium Density: Residential development having a density of greater than six and less than 15 dwelling units per acre. (Amd. 12-19-11)

Municipal Influence Area: An area within the County's jurisdiction, and outside any municipalities' corporate limits, that is assigned by the County Commissioners to a specific municipality where certain development standards of that municipality shall be applicable. The official *Municipal Influence Area Map* for each municipality shall be filed with the appropriate Town Clerk and the Clerk to the County Board of Commissioners and shall be maintained by the Planning and Inspections Department.

N.C. Department of Transportation (NCDOT): The local district office of the North Carolina Department of Transportation.

Open Space: The land used for recreation, natural resource protection, amenities and/or buffer areas. Open space may include, but is not limited to, un-improved walkways, recreation areas, playgrounds, wooded areas, greenways and watercourses.

Ordinance: This document, the Cumberland County Subdivision and Development Ordinance, including any amendments thereto and whenever the effective date of the ordinance is referred to, the reference includes the original effective date and the effective date of any amendments.

(Amd. 12-19-11)

Parks and Recreation Director: The individual charged with overseeing the Fayetteville-Cumberland Parks and Recreation Department within a specific area; this definition also includes a designee of the Parks and Recreation Director, or where there is no Parks and Recreation Department, the official designated for the purpose by that affected jurisdiction's governing board.

Parks and Recreation Master Plan: The officially adopted document that is the vision of what the County's parks and recreation program and facilities could be in the future, as well as, a plan to make the initiatives written in the plan happen based upon available resources at any given time.

Planning Board (also known as "Joint Planning Board" or "County Planning Board"): A planning and advisory board established by the County Board of Commissioners, comprised of appointed members, who make recommendations to the Board of County Commissioners and other governing bodies on planning and land use matters. The board's official title is "Cumberland County Joint Planning Board".

Planning and Inspections Department: The department established by the County Board of Commissioners, responsible for and tasked with planning and land use matters for the County.

Planning and Inspections Director: The individual responsible for the leadership of the Cumberland County Planning and Inspections Department, and who serves as advisor to the Cumberland County Joint Planning Board.

Planning and Inspections Staff: The staff members assigned to the Planning and Inspections Department who, under the supervision of the Planning and Inspections Director, supports the Cumberland County Joint Planning Board and the County on planning and land use matters.

Plat/Plan: A preliminary or final map, usually of land which is to be or has been subdivided or otherwise developed, showing the location, boundaries, and ownership of properties; the location, bearing and length of every street and alley line, lot line and easement boundary line; and such other information as may be necessary to determine whether a proposed subdivision or other development meets all required standards of this ordinance and other applicable rules and regulations of the County.

Premises: A lot and the structure or structures located on it or the use or uses occurring on it.

Principal Structure/Principal Use: The primary building(s), purpose(s) or function(s) that a parcel or structure serves or is intended to serve.

Private Water System: Any water system that is not public and does not meet the definition for "Public Water Supply" below.

Public Water/Sewer Systems: Includes any municipal, county, sanitary district, community, and privately-owned water and/or sewer systems as regulated and controlled by the N. C. State Utilities Commission and the Health Department.

Public Water Supply: A water provider that has 15 or more connections or serves more than 25 customers and is regulated by the State of North Carolina.

- A. *Community water.* Serves 15 or more connections or serves more than 25 year round residents (example: rest home).
- B. *Non-community water*. Serves 25 of the same individuals six or more months out of the year (example: school or day care facility).

- C. *Transient non-community water.* Serves 25 or more individuals at least 60 days out of the year, not necessarily by the same individuals.
 - D. *Purchased water system.* Water purchased from a public water supply.

Public Way: Any street, alley or similar parcel of land, which is deeded, dedicated or otherwise permanently appropriated to the citizens for their use.

Quasi-judicial hearing/decision: A hearing where the decision is involving the finding of facts regarding a specific application of development regulation and that requires the exercise of discretion when applying the standards of the regulation.

Reservation: A reservation of land does not involve any transfer of property rights; it simply constitutes an obligation to keep property free from development for a period of time for a specific purpose.

Right-of-Way: An area owned and maintained by the County, any municipality, the State of North Carolina, the Federal government, a public utility, a railroad or a private entity or individual for the placement of such utilities and/or facilities for the passage of vehicles or pedestrians, including roads, pedestrian walkways, utilities or railroads.

Rural density: Residential development having density of one or less dwelling units per acre.

(Amd. 12-19-11)

Setback: The required distance between every structure with other structures, whether on the same or separate lots, and every structure and the lot lines of the lot on which it is located.

Sidewalk: An improved pedestrian surface that is typically located adjacent to a roadway and/or is intended to facilitate pedestrian access from one point to another.

Site Plan: A scaled drawing depicting uses and structures proposed for a parcel of land as required by this ordinance. It includes such things as lot lines, streets, building sites and setbacks, means of access, parking, reserved open space, building footprints, major landscape features—both natural and manmade—and, depending on requirements, the locations of proposed utility lines. The specific criteria for site plans are found in County Zoning Ordinance.

<u>Site-Specific Vesting Plan:</u> A plan used to determine development vested rights. This plan can include, but is not limited to, a subdivision plat, a site plan, a preliminary or general development plan, a special use permit, a conditional zoning, or any other development approval as recognized by the County.

Street: A public or private right-of-way, which affords the principal means of access to abutting property, including avenue, place, way, drive, lane, boulevard, highway, road and any other right-of-way.

Street, Private: Any road, street, or alley that is not publicly owned or maintained and is used for access by the occupants of the development, their guests, and any representative of a governmental agency for purposes of performing a designated official function. (This definition does not include neighborhood public roads, cart paths and ingress/egress easements.)

Street, Public: A right-of-way maintained by a public entity and intended for vehicular traffic. The word "street" includes, but is not limited to, "road, freeway, expressway and thoroughfare." The Highway Plan and N.C. Department of Transportation classify streets as follows:

- A. Freeways and expressways. The primary function of freeways and expressways is to move large volumes of inter-urban, inter-county and interstate traffic. They are not intended to serve the abutting property and, therefore, should provide limited access with grade separations at all intersections. They should be at least four-lane divided facilities permitting as high an average operation speed as legal and should connect the major economic, recreation and population centers of the county with those of the state and nation.
- B. Major thoroughfares. Primarily for the movement of heavy volumes of traffic, major thoroughfares should form connections with the industrial, commercial and population centers within the County and with the major roads in neighboring in the surrounding areas. Depending upon anticipated traffic volumes and adjacent development, they may be two-lanes, four-or- more lanes undivided, or four-or-morelanes divided facilities with either limited or controlled access and with major intersections separated. Though their primary function is to serve traffic, they may also serve abutting property with controlled access.
- C. Minor thoroughfares (collectors). The main function of the minor thoroughfares is to collect traffic from the local roads and carry it to the major thoroughfares. They should be designed to serve a limited area with no access control or grade separation.
- D. Local street. A local service street designed primarily for access to abutting properties.
- E. Cul-de-sac or hammerhead. A local street permanently terminated by a turnaround.

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F. Marginal access street (service road). A local street that parallels and is immediately adjacent to a major thoroughfare, freeway or expressway, and which provides access to abutting property and protection from through traffic.

Structure: That which is built or constructed, an edifice or building of any kind, or any piece of work artificially built up or composed of parts joined together in a permanent manner.

Subdivision: For the purpose of this ordinance, "subdivision" shall include all divisions of a tract or parcel of land into two or more lots, building sites, or other divisions when any one or more of those divisions is created for the purpose of sale or building development (whether immediate or future) on or after August 22, 1984 and shall include all divisions of land involving the dedication of a new street or a change in existing streets; however, the following shall not be included within this definition nor be subject to the regulations authorized by this ordinance:

- A. The combination or recombination of portions of previously subdivided and recorded lots where the total number of lots is not increased and the resultant lots are equal to or exceed the standards of the County as shown in its subdivision regulations.
- B. The division of land into parcels greater than ten acres where no street right-of-way dedication is involved.
- C. The public acquisition by purchase of strips of land for the widening or opening of streets or for public transportation system corridors.
- D. The division of a tract in single ownership whose entire area is no greater than two acres into not more than three lots, where no street right-of-way dedication is involved and where the resultant lots are equal to or exceed the standards of the County Subdivision and Development Ordinance.
 - E. The platting of individual grave spaces within a cemetery.

However, plats in categories "A" and "D" above shall have the Planning Board's stamp "No Approval Required" before filing in the County Register of Deeds' office inasmuch as a determination must be made as to whether or not the resultant lots are equal to or exceed the standards set forth in this ordinance.

Suburban Density: Residential development having a density of less than 2.2 and greater than one dwelling units per acre. (Amd. 12-19-11)

Townhome Development: A project, governed by the *Unit Ownership* provisions of this ordinance, consisting of attached units in conjunction with a separate lot or lots of

common ownership, regardless of whether it is designed for residence, office, the operation of any industry or business, or for any other type of independent use, and wherein each unit has at least one vertical wall extending from ground to roof dividing it from adjoining units, and each unit is separately owned, with the owner of such unit having title to the land on which it sits.

Voluntary Agricultural District: A North Carolina program in which an owner of farmland may on their initiative apply to participate in and is designed to preserve and protect farmland from non-farm development, recognizing the importance of agriculture to the economic and social wellbeing of the State.

Yard, Front: An area of which the width is measured the entire length of the front property line between the side property lines; and the depth is measured as the distance between the street right-of-way or property line and the required front setback line.

Yard, Rear: An area of which the width is measured the entire length of the rear property line between the side property lines; and the depth is measured as the distance between the property line and the required rear setback line.

Yard, Side: An area extending from the required front setback to the required rear setback, or to the front or rear property lines where no front or rear setback is required by the provisions of this ordinance, the minimum and average dimensions of which are determined by the standards of property development of the zoning district in which such lot is located.

Zero Lot Line Development: A development including, but not limited to, residential lots, patio houses, townhomes and non-residential structures including one or more structures comprising at least two single-family residences or non-residential structures, whether attached or detached, intended for separate ownership.

ARTICLE XXII PRELIMINARY SUBDIVISION AND DEVELOPMENT PLAN APPROVAL

SECTION 2201. PRE-APPLICATION.

Whenever a subdivision or other development is proposed to be made and before any improvements shall be made, the developer shall cause a preliminary plan to be prepared. Applications for development approvals may be made by the landowner, a lessee or person holding an option or contract to purchase or lease land, or an authorized agent of the landowner. An easement holder may also apply for development approval for such development as is authorized by the easement. The preliminary plan shall comply fully with this ordinance and with the health, zoning and other applicable regulations in effect at the time the plan is submitted for preliminary approval. Before filing a preliminary plan for review, the developer is encouraged to submit a pre- application sketch plan to the Planning & Inspections Department, hereinafter: Department, for comments and suggestions.

SECTION 2202. PRELIMINARY PLAN SUBMISSION.

- A. The preliminary plan in such form as required by Section 2203 and in such number of copies deemed sufficient by the Planning & Inspections Director, hereinafter "Director," shall be submitted, with the appropriate completed application to the Department.
- B. The Department shall distribute the preliminary plan to the various affected landuse related agencies as determined by the Director and shall review the preliminary plan to determine its compliance with the provisions of this ordinance and other officially adopted regulations, plans and policies. The Department may negotiate for such other changes as may be found desirable.
- C. After such review and negotiations, the Department may approve the plan and state the conditions of such approval, if any, or shall disapprove the plan and state its reasons, therefore. Except where extenuating circumstances exist and where additional information is required for review of the plan, the Department shall issue a final ruling within 12 working days from date of submittal of the preliminary plan.
- D. In addition to approving waivers, the Planning Board shall decide all conditions of approval where the Director and developer cannot reach agreement see Section 2601.

SECTION 2203. PRELIMINARY PLAN AND SUPPORTING DATA.

The preliminary plan shall be drawn to scale of not less than 200 feet to the inch nor more than 20 feet to the inch. It should be superimposed on a topographic map with contour lines shown at one- or two-foot intervals. In addition, the preliminary plan shall include the following:

- A. *Title data*. Subdivision or development name, the names and addresses of the owner(s) or the designer of the plan, the scale, date and north point.
- B. *Vicinity sketch*. A key map or vicinity sketch showing the subject property's general location in relation to an area of the County.
- C. Existing data. Location of existing and platted property; total acreage of proposed development; existing structures, culverts, bridges, watercourses, railroads, political boundary lines, zoning district lines, parks, location of easements and name of easement holder; right(s)-of-way name and width, whether public or private, on and adjoining the land proposed for development; and the names of adjoining property owners.
- D. Data relating to proposed subdivision or other development. The names, locations and dimensions of proposed streets, alleys, crosswalks, lots, easements, building setback lines, Special Flood Hazard areas, parks, playgrounds and other open spaces.
- E. Data relating to surrounding area. Where the preliminary plan submitted includes only a part of the developer's tract, an overall sketch showing the prospective future street system, proposed public open spaces and other features for the development of the entire tract shall accompany the preliminary plan.
- F. *Utility plans*. The preliminary plan shall contain a statement as to the type of intended water and sewer service. Where public water and/or sewer is not to be provided, the preliminary plan shall contain a statement as to the proposed method of water supply and/or sewage disposal.
- G. Street cross sections. When required by this ordinance, typical cross sections of proposed streets shall be drawn, showing width and proposed construction of roadways at a scale of not less than 30 feet to the inch.
- H. *Other improvements*. At the discretion of the Director, where other improvements are required or are to be provided in the development, appropriate plans shall accompany or shall be incorporated into the preliminary plan.

SECTION 2204. EFFECT OF PRELIMINARY PLAN APPROVAL.

Where preliminary plan approval is granted, the developer may then proceed to construct improvements in accordance with the requirements of this ordinance, the County Zoning Ordinance and other applicable regulations, and, if required, to submit the final plat for approval for recordation. Where approval is granted, the preliminary plan shall be approved or conditionally approved initially for a period of time not to exceed two calendar years. Extensions may be approved for subsequent two calendar year time periods provided that a request for extension is made prior to the expiration of the approval and provided that substantial progress is made or is being made toward the completion of the development. Preliminary plan approval shall be provided to the applicant in writing and electronic form if electronic contact information is provided. Development approvals shall run with the land.

SECTION 2205. CONTRACTS TO SELL OR LEASE REFERENCING APPROVED PRELIMINARY PLAN.

The terms of this ordinance shall not prohibit any owner or its agent from entering into contracts to sell or lease by reference to an approved preliminary plan for which a final plat has not yet been properly approved provided that the provisions of N. C. Gen. Stat. § 153A-334 160D-807 are complied with.

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ARTICLE XXIII IMPROVEMENT AND DESIGN STANDARDS

SECTION 2301. GENERAL.

- A. *Conformity*. All proposed subdivisions or developments regulated by the provisions of this ordinance or the County Zoning Ordinance, shall comply with the provisions of this ordinance, the County Zoning Ordinance, and other applicable local, State and Federal regulations.
- B. Reasonable relationship. Any proposed subdivision or other development subject to the provisions of this ordinance shall also be so planned as to facilitate the most advantageous development of the entire community and shall bear a reasonable relationship to existing or amended plans and written adopted policies of the Planning Board and the Board of Commissioners.
- C. Recorded plat. A final plat shall be prepared, approved, and recorded pursuant to the provisions of this ordinance and the County Zoning Ordinance, prior to any subdivision of land and prior to commencement of the placement of any structure or construction on or conveyance of any portion of any subdivision lot.

SECTION 2302. AREA-SPECIFIC STANDARDS.

- A. Municipal Influence Areas.
- 1. Municipal Influence Area Application. The Board of Commissioners may approve and establish a Municipal Influence Area (MIA) for a municipality. All subdivisions or developments with four or more proposed lots/units derived from the same parent tract as of the date of this ordinance and located within a municipality's MIA shall be designed and constructed in accordance with the subdivision design standards officially adopted by the municipality and explicitly listed in this ordinance, except that no payment in lieu for any required improvement may be charged as a condition of approval of the proposed development for the benefit of any municipality, and no permit or inspection fee can be imposed by the municipality so long as the property proposed for development remains outside that municipality's corporate limits at the time the property is developed. The terms of any interlocal agreement adopted by the County Commissioners and affected governing bodies shall prevail in the event of conflict between the provisions of this ordinance and the agreed upon terms of the interlocal agreement. The subdivision design standards for each municipality are attached to this ordinance as "Exhibit 5" and entitled MIA Subdivision Design Standards.
 - 2. Municipal Influence Area Map. The official MIA map see Exhibit 4 shall be

maintained by the Planning and Inspections Department and kept on file with the office of the Clerk to the County Board of Commissioners. Each MIA shall be designated with two distinct areas, "10 year" and a "20 year". The 10 year area shall include the properties with the highest probability of annexation and the municipal development standards shall only apply within the ten year area. Each assigned MIA boundary shall be evaluated every five years.

(Amd. 12-19-11; Amd. 8-21-17)

- B. Sewer Service Area. The Board of Commissioners may approve and establish a Sewer Service Area (SSA). The SSA sets forth an area within which subdivisions and developments should be served by sanitary sewer and shall otherwise be developed according to the provisions of any officially adopted interlocal agreement. Any proposed subdivision or other development inside the boundary of the SSA shall comply with the pertinent provisions governing extension of sanitary sewer and other subdivision and development criteria specifically addressed within any officially adopted interlocal agreement.
- C. Fort Bragg Special Interest Area. Because of the location of known habitat and forage areas of the protected Red-Cockaded Woodpecker on the properties in and around the military reservations, the community, including the military, has a special interest in any subdivision or other development that occurs on the privately-owned properties in close proximity to the military bases. The official Fort Bragg Special Interest Area map, hereby adopted as part of this ordinance, shall be maintained by the Planning and Inspections Department and kept on file with the Clerk to the County Board of Commissioners – see Exhibit 6. Upon receipt for submission of any subdivision or other development subject to review under this ordinance and located within the Fort Braga Special Interest Area, the Planning and Inspections Staff shall forward a copy of the preliminary plan to the military planner assigned to the affected military base and to the local office of the U.S. Fish and Wildlife Service, in addition to the other agencies involved in the review process. The military planner and the Fish and Wildlife representative will then assist the developer in identifying areas where trees should be maintained. While the owner is not obligated, the intent is to encourage clustering of developments in accordance with the special subdivision and development provisions of this ordinance or the County Zoning Ordinance, thus protecting the endangered woodpecker.
- D. School sites. Where the Land Use Plan identifies an area with a specific location and size of a school site that has been approved jointly by the Board of Commissioners and the County Board of Education as a proposed school site and the proposed school site lies wholly or partially within an area being proposed for subdivision or other development, the land area for the school site shall be reserved if the Board of Education wishes the site to be reserved. The Planning and Inspections Department shall immediately notify the Board of Education upon the submission of a preliminary plan for review and approval

under the provisions of this ordinance or the County Zoning Ordinance. If the Board of Education wishes the site to be reserved, the preliminary plan may not be approved without the reservation of the specific area for the school site. The Board of Education must acquire the site within 18 months after the date the site is reserved; if the site has not been acquired by the Board of Education within the 18-month period, the developer may treat the land as freed of the reservation.

State statute reference: N. C. GEN. STAT. § 153A-331 160D-804

- E. Public park and recreation sites. Where the Fayetteville-Cumberland Parks and Recreation Master Plan or other officially adopted parks plan identifies an area with a specific location and size of a site that has been approved jointly by the County Board of Commissioners and the Fayetteville- Cumberland Parks and Recreation Department as a proposed public park or recreation site; hereinafter, park site; and the proposed park site lies wholly or partially within an area being proposed for subdivision or other development, the land area for the park site shall be reserved if the Fayetteville-Cumberland Parks and Recreation Department wishes the site to be reserved. The Planning and Inspections Department shall immediately notify the Fayetteville-Cumberland Parks and Recreation Department upon the receipt for submission of a preliminary plan for review and approval under the provisions of this ordinance or the County Zoning Ordinance. If the Fayetteville-Cumberland Parks and Recreation Department wishes the site to be reserved, the preliminary plan may not be approved without the reservation of the specific area for the park site. The Fayetteville-Cumberland Parks and Recreation Department must acquire the site within 18 months after the date the site is reserved; if the site has not been acquired by the Fayetteville-Cumberland Parks and Recreation Department within the 18-month period, the developer may treat the land as freed of the reservation. State statute reference: N. C. GEN. STAT. § 153A-331 160D-804
- F. Planned public rights-of-way. Where any portion of a proposed subdivision or other development lies within the proposed right-of-way of any public street or road that is included in an officially adopted Highway Plan of the County, or in the event the proposed development is located within any municipality's Municipal Influence Area, within any municipality's officially adopted street/highway plans, the right-of-way shall be dedicated or reserved in the location and at the width as adopted in the official plan; provided that no dedication wider than 80 feet shall be required, and provided that reservation of rightof-way shall be required where right of direct access from abutting property is denied. If the subdivision or other development is such that a plat is required to be recorded prior to any development on the site, the dedication and reservation shall be accomplished on the final plat, with the bearings and distances of the required dedication and reservation lines shown; otherwise, a reservation of the property shall be shown on the preliminary plan prior to the plan receiving preliminary approval. Any right-of-way required to be dedicated or reserved shall not be included in the calculation of land area for district dimensional requirements for the zoning district in which the proposed subdivision or other development is located.

State statute reference: N. C. GEN. STAT. § 153A-331 160D-804

G. Voluntary Agricultural District. The Voluntary Agricultural District (VAD) is intended to promote agricultural and environmental values and the general welfare of the County and, more specifically, increase identity and pride in the agricultural community and its way of life, encourage the economic health of agriculture, and increase protection from non-farm development and other negative impacts on properly managed farms. Approved applications for placement of property within the VAD shall be kept on file at the Planning and Inspections Department and notice of a proposed subdivision, development or other change in property lines for property located within the VAD shall be made to the Cooperative Extension Office immediately upon its submission for approval for recordation.

State statute reference: N. C. GEN. STAT. § 106-744

SECTION 2303. MINIMUM LOT STANDARDS.

- A. Compliance with County Zoning Ordinance. Any subdivision, individual lot or other development created subject to the terms of this ordinance is subject to and shall comply with all applicable provisions of the County Zoning Ordinance.
- B. On-site water and sewer systems. Lots not served by public water and/or sewer systems shall be large enough and of such physical character to meet County Environmental Health's minimum standards for on-site water and/or sewer systems.
- C. Street frontage. Except as otherwise provided for in Section 2401, every lot shall abut a public street or private street approved under the terms of this ordinance for at least 20 feet; such frontage (abutting) to be continuous from the property line to building setback line.
- D. Access to certain classified streets. Direct access shall not be allowed for any single-family residential lot located along any street as defined or classified by the Highway Plan or locally adopted Collector/Feeder Street Plan as major or minor thoroughfare, arterial, collector or feeder street, where feasible and sufficient land depth exists allowing for the proposed lots to be served internally.

E. Easements.

1. Utility. To provide for existing or future service poles, underground electric and communication lines, public utilities, conduits, drainage facilities, water and sewer lines, an easement not less than ten feet wide, five feet on each side of the common rear lot line or in other locations where necessary, shall be provided. No building or other permanent obstruction, not including fences, shall be erected on any such easement.

2. Drainage. Where property to be subdivided is traversed by a watercourse, drainage way, canal or stream, there shall be provided a drainable easement for channel improvement which conforms substantially with the center line of such watercourse, drainage way, canal or stream. Such drainage easement shall be a minimum of 20 feet wide (not necessarily centered) but in no case shall it be required to exceed 20 feet from the top of the bank (natural stream channel) on either side of the watercourse, drainage way, canal or stream. In the event that the subdivision or other development includes a man-made lake, such drainage easement shall conform to the original stream or watercourse where known or a note added to the plat to read as follows:

"In the event that the lake(s) shown on this plat is drained or otherwise lowered to the natural stream level, a public drainage easement for the purpose of channel improvement is hereby dedicated at a minimum width of 20 feet but not to exceed 20 feet from the top of the bank on either side of the natural stream course."

- F. Lots intended for commercial and industrial uses. Commercial and industrial lots may be arranged in convenient units of width and to a depth that is appropriate to the development contemplated, provided that the minimum requirements for lots, blocks and zoning are met.
- G. Lots subject to flooding. Improvements of any lot, street or common area shall not be commenced in a subdivision or other development, or section thereof, subject to this ordinance or the County Zoning Ordinance, unless the developer, builder, landowner or other appropriate permittee has complied with the provisions of the County Flood Damage Prevention Ordinance. The preliminary plans and final plats of subdivisions or other developments, or sections thereof, in which there are areas of special flood hazard, shall have a line or lines drawn thereon delineating the boundaries of such areas within the subdivision or other development. Each such boundary line shall be the same as the boundary line(s) of the Special Flood Hazard Area, as defined in the County Flood Damage Prevention Ordinance, and as shown on the official flood maps of Cumberland County, the Flood Insurance Rate Map (FIRM). Any interpretation by the County Engineer may be appealed pursuant to the County Flood Damage Prevention Ordinance.

The preliminary plans and final plats of a subdivision or other development, or section thereof, subject to the provisions of this section, shall be annotated with the following notice when the plan/plat is a depiction of property that is located within the *Special Flood Hazard Area*:

"Notice: Any improvement within the *Special Flood Hazard Area*, or any subsequent revision thereof, is subject to the provisions of the Cumberland County Flood Damage Prevention Ordinance and may be limited or precluded thereby."

SECTION 2304. STREETS.

- A. General criteria. All subdivision lots or any lot proposed to be developed shall abut a street designated as either public or private and all public or private streets shall be built to the standards of this ordinance, other applicable standards of the County, and the North Carolina Department of Transportation (NCDOT). Public streets shall be designed in accordance with the standards of this ordinance, the NCDOT, or, if the development is located within a municipality's Municipal Influence Area, to that municipality's standard (see Exhibit 5, MIA Development Standards). Public streets shall be constructed in such a manner to be eligible for acceptance into the State highway system and shall be put on such system. Private streets shall be developed in accordance with the terms of this ordinance and other applicable Federal, State, and local regulations. The following provisions apply to all streets, whether public or private:
- 1. Relation of proposed streets to adjoining street system. The proposed street system shall extend existing or proposed streets at the same or greater width, but in no case less than the required minimum width, provided that no extension wider than 80 feet shall be required.
- 2. *Through traffic*. Minor residential streets shall be laid out so as to discourage through traffic.
- 3. Access to adjacent property. The proposed street system shall be designed to provide for the dedication of access to and not to impose undue hardship upon adjacent property adjoining the proposed subdivision or other development. Reserve strips adjoining street right-of-way for the purpose of preventing access to adjacent property shall not be permitted.
- 4. Access to parks, schools, etc. Streets shall be designed, or walkways dedicated to assure convenient access to adjacent parks, playgrounds, schools, and other public places. Dedicated walkways shall not be less than ten feet in width.
- 5. Circulation requirements. The minimum circulation requirements for all development shall be the standards outlined in the NC Department of Transportation Policy on Street and Driveway Access to North Carolina Highways.
- 6. Marginal access streets. When a tract of land to be subdivided or developed adjoins a limited access highway, the developer may be required to provide a marginal access street parallel to the highway or reserve frontage on an interior street for the lots being proposed that are adjacent to the highway.
- 7. Street names. Proposed street names shall not duplicate nor closely approximate phonetically the name of any street anywhere within Cumberland County.

Where proposed streets are extensions of existing streets, the existing street names shall be used except where a new name can reasonably be used to avoid further street name duplication.

- 8. Street signs. All streets within a development shall be marked with a street name sign of a design specification and location in accordance with the *Cumberland County Street Sign Specifications Manual* and approved by the Planning & Inspections Department.
- 9. Half streets. Whenever an existing half street is adjacent to a tract of land to be subdivided or otherwise developed, the other half of the street shall be dedicated or shown as an easement for conditional future dedication within the new subdivision or other development. New half streets are prohibited except when essential to the reasonable progression of the subdivision or other development in conformity with the other requirements of these regulations and where it will be practicable to require the dedication of the other half when the adjoining property is subdivided or otherwise developed.

10. Street design.

- a. *Right-of-way*. Proposed street right-of-way shall be of sufficient width to meet the requirements of the specifications of the NCDOT.
- b. *Median strips*. Where a subdivider elects to construct a street divided with a median strip, the right-of-way width shall not be less than 70 feet, and no median strip shall be less than ten feet wide.
- c. *Corner radii*. Property lines at street intersections shall be rounded with a radius of 25 feet.
- d. *Intersecting streets*. Streets shall be laid out so as to intersect as nearly as possible at right angles.
- e. *Street offsets*. Where there is an offset in the alignment of a street across an intersection, the offset of the center lines shall not be less than 125 feet.

f. *Block lengths*. Block lengths generally shall not be longer than 1,800 feet; provided that where a longer block will result in less traffic through residential developments from adjoining businesses or areas, the Planning and Inspections Director may approve block lengths in excess of 1,800 feet.

g. Public, Class "A" and "B" private street ending. All streets not stubbed to adjacent properties for future development shall be ended with either a cul-de-sac or a hammerhead ("t-type") turnaround. Streets ending with a cul-de-sac or hammerhead shall not be longer than 1,400 feet. Cul-de-sac shall be designed at the closed end with a circular turnaround having an outside roadway diameter of at least 70 feet and a right-of-way line diameter of at least 100 feet. Hammerheads shall be designed at the closed end with a "t-type" turnaround having a minimum outside dimension of 50 feet by 100 feet and a roadway dimension of 20 feet by 70 feet and a 15 foot radius is required at the intersecting lines of the "t-type" ending. Alternative types of turnarounds as approved by the NCDOT may be approved if the design provides for adequate maneuvering of emergency and other public use vehicles. (Amd. 12-19-11)

h. *Alleys*. A reservation or easement for an alley to the rear of proposed lots may be approved provided that the developer can produce satisfactory evidence at the time of the preliminary plan submission to show that the alleys will be functional and be designed in such a manner as to allow for public services to be accomplished. When serving four or less residences, any alley proposed shall provide a minimum width of 12 feet. When serving five or more residences and/or non-residential uses, any alley proposed shall provide a minimum alley width of 20 feet. The Planning and Inspections Staff shall review development plans that include alleys for vehicular safety. Alleys shall be approved and maintained the same as common areas within a development and require the County Attorney's approval of owners' association documents and covenants with respect to maintenance and liability of any alley.

B. Public streets.

- 1. *Construction*. All public streets shall be constructed according to the standards and specifications of the NCDOT and this ordinance.
- 2. NCDOT Approval and Acceptance. All public streets shall be certified by the NCDOT as being acceptable for future maintenance by the State, provided that other conditions for acceptance and maintenance are met. Until such time that the NCDOT accepts the public street for maintenance, the developer and subsequent purchasers shall be responsible for maintenance and for securing final acceptance by the NCDOT.

It shall be the responsibility of the developer to formally notify the NCDOT's District Engineer and initiate the process of transferring the responsibility of road maintenance. If application to the District Engineer has not been formally submitted and any deficiencies noted by the NCDOT resolved by the time the County has issued building permits for 80% of the lots shown on the preliminary plan as submitted and conditionally approved, the County shall not issue any additional building permits until the District Engineer formally notifies the Planning and Inspections Department of the NCDOT's receipt of such application and their satisfaction of any noted deficiencies impeding the NCDOT's acceptance of the streets.

If all roads within the subdivision or other development have not been applied for the NCDOT's consideration for addition to the State system by the time at which building permits have been issued for 80% of the lots of the conditionally approved preliminary plan, the developer may post a surety performance bond or an equivalent security as authorized in Section 2502. Should this alternative be used, the method of payment chosen shall be equal to 1.25 times the cost of installing all remaining required improvements according to the standards required by the NCDOT. Within 30 days after the Planning and Inspections Department receives formal notice of pending acceptance of the roads by the NCDOT, the County shall release any unused portion of the securities posted through this procedure.

For purposes of this ordinance, "road maintenance" shall mean that the public streets are kept in a good state of repair and that the streets are able to be used for their intended purpose without any impediments. The developer and future purchasers shall not install or allow to be installed any items within the right-of-way which will have to be removed prior to the acceptance of the roads by the NCDOT. Such items include but are not limited to fences, masonry mailbox supports, shrubbery, and driveway markers. (Amd. 12-19-11)

- 3. *Gradient, curves and alignment*. Street gradient, reverse curves and horizontal alignment shall be in accordance with the standards and specifications of the NCDOT.
- 4. *Curbs and gutters*. All curbs and gutters installed shall meet the NCDOT approved standards and specifications. (*Amd. 03-19-12*)
- C. Private streets. Private streets will be permitted to serve as access within subdivisions or other developments; however, dedication of public streets and other rights-of-way or easements may be required if such are indicated on the official plans as adopted by the County Board of Commissioners, a governing body of a municipality in Cumberland County or the Planning Board. Public streets and/or other rights-of-way or easements or public access over private streets will be required where the Planning Board, the NCDOT, or public utility agency determines that such are necessary in order to

promote the continuity of existing streets or utility systems or otherwise protect and promote the public health, safety and welfare.

- 1. NCDOT specifications. Unless otherwise approved, the developer shall reserve enough area along all private streets to meet NCDOT specifications for right-of-way width requirements on secondary roads. Except for Class "C" private streets, the land area within the private street right-of-way as is required to be reserved may not be used toward lot area requirements. The area within any private street right-of-way, regardless of class or type of street shall not be included in any required yard space. (Amd. 10-15-12)
- 2. Access to government agency. In any subdivision or other development where private streets are provided, the developer shall prepare for Planning and Inspections Department approval and record in the County Register of Deeds, a plat of such development indicating all private streets. It shall be indicated on such plat that any governmental agency or personnel or equipment thereof shall be granted perpetual access over all such private streets to accomplish or fulfill any service or function for which the agency is responsible and that any agency or organization designated by a governmental agency to perform a designated function shall also retain access the same as any governmental agency. It shall be indicated on such plat that any agency exercising its access rights shall have the same rights and only such liabilities as it would have on any public lands, rights-of-way or easements.
- 3. Upgrading street classification. If a division of the same or adjacent lands previously approved under this section occurs which could change the status of the street to A, B or public street classifications, the entire street must be upgraded to the applicable higher standard. The individual desiring to create the additional divisions of land shall be responsible for the upgrading of the streets to the higher classification after giving notice to and receiving agreement from the affected property owners.
- 4. Minimum design specifications. The following specifications shall be the minimum accepted for private streets and must be completed or guaranteed to be completed in accordance with Section 2502, prior to submission for final plat approval. In all subdivisions or other developments, minimum asphalt paving and/or base construction is required at least to the minimum standards of the NCDOT for residential streets.
 - a. Class "A" private street specifications:
- (1) All street construction, surfacing and drainage standards shall meet or exceed the NCDOT's design specifications for residential streets;
 - (2) No area of any lot shall be included in the right-of-way easement;

- (3) Street(s) shall be maintained by an established owners' association, as approved by the County Attorney and supported by recorded legal documentation addressing a street maintenance agreement;
- (4) There is no limit to the number of lots to be served by this street classification;
- (5) Clearing and grubbing shall be completed five feet of each edge of the surfaced travel way; and
- (6) When curb and gutter sections are omitted, 45 foot right-of- way must be provided.
 - b. Class "B" private street specifications:
- (1) All street construction and drainage standards shall meet or exceed the design specifications of the NCDOT for residential streets with a rural cross-section and with the appropriate amount of either "crusher run" or gravel as certified by a professional engineer and shall provide a minimum of a 45-foot right-of-way;
- (2) Street(s) shall be maintained by an established owners' association, as approved by the County Attorney and supported by recorded legal documentation addressing a street maintenance agreement;
- (3) All such private streets shall connect to a state-maintained road or an approved Class A private street;
- (4) Clearing and grubbing shall be completed five feet of each edge of the travel way;
 - (5) May serve a maximum of eight lots; and
- (6) Group developments as approved under the terms of this ordinance shall be limited to a maximum of two units per lot. (Amd. 12-19-11)
 - c. Class "C" private street specifications:

- (1) A minimum passable travel way 20 feet wide shall be provided within a 30-foot easement;
- (2) An adequate drainage system shall be constructed in accordance with the storm drainage plan designed by the registered engineer/surveyor;
- (3) All such private streets must directly connect to a paved state-maintained road or a Class "A" private street;
 - (4) May serve a maximum of four lots;
- (5) Group developments as approved under the terms of this ordinance shall be limited to a maximum of two units per lot;
 - (6) Property lines shall be included in the street easement;
- (7) Clearing and grubbing will be completed five feet of each edge of the travel way;
 - (8) Repealed; and
- (9) Private streets approved under this classification shall be terminated with either a cul-de-sac or hammerhead (t-type) of sufficient size to afford emergency and other public vehicles adequate maneuvering area for turning around. (Amd. 12-19-11)
 - 5. Repealed.
- 6. Flag lots. For Class "B" and "C" private streets, flag lots into the street right-of-way to the public street shall count as a lot being served for access purposes by such private street.
- 7. Private street certification of construction. Upon completion of construction of any private street and the related facilities including drainage ways, the developer shall provide for an inspection of all such facilities by a registered surveyor or engineer, who shall provide in writing a statement that all private streets and related facilities are constructed in accordance with the provisions of this ordinance and that all such facilities are adequate to serve the development. Such statement shall be affixed with the engineer's or surveyor's seal and submitted to the Planning and Inspections Department prior to the recording of the final plat or release of any construction guarantees as required under Section 2502. Upon receipt of the certification of construction and after the initial approval for recording of the final plat, the County has no enforcement responsibility as related to maintenance and encroachments within the right-of-way of any private street.

8. Private street deed disclosure. Every deed created for a lot served by a private street within the jurisdiction of this ordinance and to be filed with the County Register of Deeds shall include the following disclosure: "It is hereby acknowledged that a Subdivision Streets Disclosure Statement has been executed in accordance with N. C. Gen. Stat. § 136-102.6."

SECTION 2305. SIDEWALKS.

- A. Sidewalks shall be required to be constructed when any subdivision or other development proposed is adjacent to an existing public school or public park property, the developer shall construct and dedicate to the affected public agency a walkway (sidewalk) not less than ten feet in width in such a location as to facilitate direct convenient access to the adjacent school or park.
- B. Any required sidewalk shall be constructed with concrete or other approved surface material and shall comply with the provisions of the *Americans with Disabilities Act* standards. The required sidewalk shall be constructed with a minimum width of 36 inches, a minimum of four inches thickness for areas subject to pedestrian traffic, a minimum of seven inches thickness for areas subject to vehicular traffic, joints spaced every three feet, and a minimum 3,000 PSI compressive strength. (*Amd. 12-19-11*)

SECTION 2306. UTILITIES.

- A. Water and sewer. Where water and/or sewer systems are to be installed as part of the development improvements, such systems shall be designed and installed in accordance with the standards and specifications of the County Health Department and/or the provider responsible for the approval of such systems.
 - 1. Public water and sewer systems.
- a. *Generally.* Where the installation of public water and/or sewer systems is prerequisite to approval of lot sizes and standards, such systems shall be installed and certified prior to final plat approval or assured to be installed in accordance with the provisions of Section 2502.

b. Connection to public water and sanitary sewer required. When not predicated upon a prior mandatory annexation policy and where any portion of a subdivision or other development submitted for approval under the terms of this ordinance or the County Zoning Ordinance proposes two to ten lots or units is within 300 feet of public water or sewer, the public utilities shall be extended and connected. Where any portion of eleven to twenty lots or units is within 500 feet of public water or sewer, the public utilities shall be extended and connected. For more than twenty lots or units proposed within the Sewer Service Area and/or and where density is greater than two lots or units per acre, the extension of and connection to public water and sewer service is required. Sanitary sewer service outside of the Sewer Service Area requires approval in accordance with the terms of any interlocal agreement officially adopted by the Board of Commissioners. (Amd. 12-19-11)

c. Exception to public water and sewer extension/connection. The Planning and Inspections Director shall exempt connection to a public water and/or sewer system when any of the following conditions warrant:

- (1) Public sanitary sewer is within a different drainage basis or sub-basin;
- (2) The public utility is located beyond the jurisdiction of the Planning Board, and the public utility provider will not agree to extend service;
- (3) Crossings of Rockfish Creek, Lower Little River, South River, Cape Fear River, controlled access highways such as Interstate 95, Business 95 and the Fayetteville Outer Loop;
 - (4) Extensions exceeding 2,000 feet from existing public services; or
- (5) Property is located outside of the County's or a municipal government's approved utilities plan. (Amd. 12-19-11)
- 2. On-site water and sewer systems. When proposing lots or units to be served by on-site private water and/or sewer systems, the lot shall be of sufficient size to accommodate the utilities and providing for adequate building area. When either or both of such systems are proposed to be used, every plat must have a certification or disclosure as required by in Section 2504. Every deed created for a lot or unit to be served by an onsite water and/or sewer system within the jurisdiction of this ordinance and to be filed with the County Register of Deeds shall include the following disclosure:

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"Public water and/or sewer services are not available, as of the date of the recording of this deed. On-site sewer disposal systems must be approved by the Health Department."

- B. Fire hydrants. Fire hydrants are required when a subdivision or other development with four or more proposed lots/units derived from the same parent tract as of the date of this ordinance and when subject to the provisions of this ordinance or the County Zoning Ordinance is to be served by extension of a public water system where the provider is capable of supplying sufficient water pressure to operate the hydrants. The following are the minimum standards for hydrant installation:
- 1. Fire hydrants shall be located no more than 1,000 feet apart and at a maximum of 500 feet from any lot or unit;
- 2. Each fire hydrant shall have the minimum main supply line as required by the provider to adequately provide the appropriate amount of pressure to the hydrant;
 - 3. Fire hydrants shall be maintained by the entity supplying water thereto; and
- 4. Standard hydrant design (National Standard Thread, 4½-inch steamer, (2) 2½-inch discharge connections, etc.) and proper maintenance shall be utilized. (Amd. 12-19-11)
- C. Underground utilities required. All subdivisions and other developments shall have utilities placed underground where practical. High voltage electrical lines as defined are exempt from this requirement.
- D. *Stormwater*. New subdivisions and other developments that will disturb one acre or more of land or is part of a larger plan that will disturb at least an acre of land is subject to the Post-Construction Stormwater Management Permitting Program administered by the Division of Water Quality, N. C. Department of Environment and Natural Resources (NCDENR).

SECTION 2307. OTHER REQUIREMENTS.

A. Required drainage. Drainage systems shall be installed by the developer in accordance with the NC Carolina Department of Transportation (NCDOT) standards and specifications and in accordance with the NC Department of Environmental and Natural Resources' (NCDENR) Manual on Best Management Practices (BMP).

- B. Monuments. Monuments of a permanent material shall be installed in accordance with the N. C. Gen. Stat. § 39-32.1 et seq., and at such points as may be consistent with good surveying/engineering practices set forth by the NC Board of Examiners for Engineers and Land Surveyors (NCBELS).
- C. Removal of rubbish. All cut or fallen trees, stumps or rubbish shall be completely removed from the subdivision or development site.
- D. Watercourse protection. During the construction, preparation, arrangement, and installation of improvements and facilities in subdivisions or other developments located at or along a watercourse, the developer shall maintain the watercourse in an unobstructed state and shall remove from the channel and banks of the watercourse all debris, logs, timber, junk and other accumulations of nature that would, in time of flood, clog or dam the passage of waters in their downstream course; provided that installation of appropriately sized stormwater drains, culverts, bridges, levee systems or closure structures in a levee system shall not be constructed as obstructions in the stream.

SECTION 2308. PARKS, RECREATION AND OPEN SPACE.

Every newly proposed residential dwelling lot or unit shall provide a portion of land for the purpose of providing park, recreation and open space areas. For purposes of this section, the terms "recreation area" includes park, recreation and/or open space areas.

Whenever this section provides for the exercise of discretion by the Planning & Inspections Director, the Parks and Recreation Director, or an affected jurisdiction, such discretion shall be exercised consistent with the facts, policies and objectives set forth in the officially adopted Parks and Recreation Master Plan as it affects from time to time.

Any portion of a subdivision or other development that lies within an area designated in the officially adopted Parks and Recreation Master Plan or other officially adopted open space/greenway plan (not exceeding the amount required to be dedicated) shall be included as part of the area set aside to satisfy the recreation area requirements of this section. This area shall be dedicated to public use.

A. Amount of land. The amount of park, recreation or open space area shall be 800 square feet per dwelling lot or unit. The affected governing body must approve water bodies offered to a public entity for meeting these requirements. The recreation area may include a combination of land above the SFHA, land in the SFHA, water bodies within the development. Land area offered that contains five acres or more and is consistent with the adopted Parks and Recreation Master Plan must be accepted by the affected jurisdiction.

Recreation areas shall be of such dimensions as to be functionally useable and maintainable. Subdivisions or other developments that would require less than 25,000 square feet of recreation area may pay a fee in lieu of and be exempt from providing onsite recreation area when the Parks and Recreation Director determines that:

- 1. The onsite recreation area cannot be combined with such areas serving adjacent property to form a functionally usable and maintainable area; or
- 2. The recreation needs of the subdivision or other development can be adequately met by existing or planned public recreation areas. In determining the size of a subdivision or other development for purposes of this section, the Planning and Inspections Staff shall consider the entire project developed on a single tract or contiguous multiple tracts under common ownership, regardless of whether the subdivision or other development is constructed in phases or sections. The developer of any subdivision or other development that is exempt from providing on-site recreation area shall pay a fee to the affected jurisdiction in lieu thereof to be used to acquire recreation areas for any park type listed in the Parks and Recreation Master Plan to benefit the residents of the general area.
- B. Standards for recreation areas. All recreation areas shall meet the standards established in the Parks and Recreation Master Plan unless waived by the Planning Board with a recommendation from the Planning & Inspections Director. These standards are as follows:
- 1. Unity. The dedicated land shall be a single parcel of land, whether or not the subdivision or other development is developed in phases or sections, except if the Planning & Inspections Director determines with a recommendation from the Parks and Recreation Director that multiple parcels would better serve the residents of the subdivision or other development and the public.
- 2. Usability. A maximum of one-half of the recreation area may be water. When one-half of the area offered is water, the remaining land must be useable land for a park. The usability of recreation area shall be determined by the Planning & Inspections Director, with a recommendation from the Parks and Recreation Director. The governing body of the affected jurisdiction shall make the final decision.
- 3. *Shape.* The area not water or wetland shall be of such shape to be usable for recreation facilities, including, but not limited to, tennis courts, swimming pools, clubhouses, athletic fields, basketball courts, swings, slides, play apparatus, open play areas or picnicking, etc.
 - 4. Location. The offered land shall be located to reasonably serve the recreation

area needs of the residents within the subdivision or development. The Planning & Inspections Director, with a recommendation from the Parks and Recreation Director, may require that the recreation area be located on the periphery of the subdivision or development in order to allow its enlargement by combining the recreation area with that of adjacent subdivisions or other developments; when adjacent property is publicly owned; or when there are officially adopted plans that identify the area as future recreation area to be acquired by the affected jurisdiction. The affected jurisdiction's Parks and Recreation Director, with final approval from its governing body, may negotiate the location of the land or fee when it is deemed in the best interest of the immediate residents and that jurisdiction's long-range parks and recreation plan. This may include exchanging larger, more economical tracts of land offsite from the subdivision or other development for the tract within the subdivision or development. This shall only be allowed when there is sufficient park and recreation area to meet the needs of the affected subdivision or development's residents.

- 5. Access. All dwelling units in the subdivision or development shall have free, easy and convenient ingress and egress to and from recreation area within the subdivision or development via streets or public walkways or trails, with one access being a minimum width of 20 feet. Typically, recreation area should be accessible from a public street. -of-way for this access shall be shown on the preliminary plan. Recreation areas that do not have frontage on a public street but are adjacent to an existing public recreation area that has such access shall be exempt from this requirement.
- 6. *Landscaping*. Recreation areas shall have a sufficient natural or manmade buffer or screen to minimize negative impacts on adjacent residents.
- 7. Additional minimum standards for public dedication of land. In addition, all land area dedicated to the public must meet the following:
- (a) Must not be a former site of or contain any remains of hazardous materials; and
- (b) If the recreation area is to contain a developed facility, the facility and the recreation area must be approved by the affected governing body.
 - C. Procedures for the dedication of recreation areas.
- 1. Designation of land to be dedicated. The developer, on its submitted residential preliminary plan, shall indicate at that time its intent to dedicate land for public use, convey land to an owners' association or pay a fee in lieu thereof. The developer shall also designate on its preliminary plan the area or areas to be dedicated for recreation. If the developer intends to convey the recreation area to an owners' association, the area(s) to be designated shall also be labeled as "common area" on the preliminary plan and final

plat.

- 2. Review of land to be dedicated. The Planning and Inspections Staff shall submit a copy of the preliminary plan to the affected jurisdiction's Parks and Recreation Director. The Parks and Recreation Director shall submit recommendations concerning the land to be dedicated or conveyed, to the Planning and Inspections Staff within five working days after receipt of a preliminary plan proposing less than 50 lots or units. Where the preliminary plan proposes 50 or more lots or units, the response time for the Parks and Recreation Director is to be ten working days.
- 3. Ownership. The developer shall designate the entity owning land to be used for recreation area subject to approval from the Planning Board. Such entities may include, but shall not be limited to, the following:
- (a) The County of Cumberland for use by the Fayetteville-Cumberland Parks and Recreation Department, subject to approval and acceptance by the County Board of Commissioners;
- (b) Any municipality having jurisdiction over the tract, whether within its boundary or not, subject to acceptance by the governing body of the municipality;
- (c) Other public jurisdictions or agencies, or nonprofit organizations, subject to agreement of the governing body; and
 - (d) Owners', condominium or cooperative associations or organizations.
- 4. Required conditions of owners' associations. Owners' associations or comparable legal entities that own and maintain recreation areas shall be established so that:
- (a) The association or comparable entity is established prior to any lot or unit in the development being sold or any building being occupied. All legal documents regarding the association such as incorporation documents, by-laws, and covenants shall be approved by the County Attorney prior to final plat approval of any portion of a development approved under this section;
- (b) Membership must be mandatory for each lot or unit owner and successors in interest;
- (c) The association shall be responsible for providing liability insurance, if any, and maintenance of the common areas;
 - (d) Any sums levied by the association that remain unpaid shall become a lien

on the applicable lot or unit owner's property;

- (e) If all or any portion of the common area held by the association is disposed of or if the association is dissolved, the recreation areas shall be first offered to the affected public jurisdiction or to any entity described in "Ownership" (sub-section 3) above; and
- (f) The right to use the recreation area shall be an easement appurtenant in favor of each lot or unit owner, and their respective invitees, of the subdivision or development in good standing with the owners' association.
- 5. Maintenance or areas. The entity described in "Ownership" (sub-section 3) above shall be responsible for the continuing upkeep and proper maintenance of the recreation area.
- 6. Provisions for payment in lieu of dedication. When the Planning & Inspections Director determines that the recreation area needs of a development can be met by existing or proposed public community, regional or other park type classified in the Parks and Recreation Master Plan the Planning and Inspections Director with a recommendation from the affected jurisdiction's Parks and Recreation Director may allow the developer to pay a fee to the affected jurisdiction in lieu of dedication. The Planning and Inspections Director may also allow, with a recommendation from the affected jurisdiction's Parks and Recreation Director, a combination dedication/ conveyance and partial payment in lieu of dedication when the Director determines that it would be in the best interest of the residents of the subdivision or development and the public. The affected jurisdiction's governing body shall make the final decision.
- (a) *Procedure.* The developer shall indicate on its preliminary plan application its request to make a payment in lieu of dedication. Upon receipt of the preliminary plan, the Planning and Inspections Director shall submit a copy of the preliminary plan to the affected jurisdiction's Parks and Recreation Director. The Parks and Recreation Director shall submit a recommendation to the Planning and Inspections Staff within five working days after receipt of a preliminary plan proposing less than 50 lots or units. Where the preliminary plan contains 50 or more lots or units, the response time for the Parks and Recreation Director is to be ten working days.
- (b) Amount of payment. The fee in lieu of dedication shall be based on the required acreage in square feet times the raw land value as assessed for property tax purposes. If the developer disagrees with the Planning and Inspections Director's findings, the developer may appeal to the Planning Board for final disposition.
- (c) Use of payments in lieu of dedication. All monies received as fees in lieu of dedication shall be used only for the acquisition of the closest un-purchased recreation

area for any park type as recommended in the officially adopted Parks and Recreation Master Plan that will serve the residents of the subdivision or development.

- (d) Required payment in lieu of dedication. If land offered as required recreation area is inconsistent with the long-range plans for recreation space serving the needs of residents of the subdivision or development and the general area, as reflected in the officially adopted Parks and Recreation Master Plan or policies, the Planning and Inspections Director, with a recommendation from the affected Parks and Recreation Director, may require payment in lieu of dedication or conveyance. The Planning and Inspections Director may also require a fee in lieu of dedication or conveyance when the area offered is less than one-half acre in size, with the recommendation of the affected jurisdiction's Parks and Recreation Director. Where the preliminary plan does not indicate designated park, recreation or open space areas, the presumption shall be that the developer intends to pay a fee in lieu of dedication.
- (e) *Time of payment*. A payment in lieu of dedication must be made with or prior to submission for final plat approval. If the subdivision or development is constructed in phases or sections, a payment relating to each phase or section must be made with or prior to submission for final plat approval for each phase or section.

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ARTICLE XXIV SPECIAL DEVELOPMENTS

SECTION 2401. GROUP DEVELOPMENTS.

The site plan for group developments shall show the locations and sites of buildings, streets, drives, alleys, parking, recreation areas, signs, loading berths, yards and other open spaces, and shall be in accordance with the following specifications:

- A. Lot area. The plot area per dwelling unit, excluding the area of publicly dedicated rights-of-way within the development, shall be as permitted by the County Zoning Ordinance.
- B. Yard setbacks. Each building on the periphery of a group development shall observe the minimum yard setback requirements for the district in which the development occurs. The judgment of the Planning Board as to what constitutes the front, rear and side yards of each building in the group development shall be final.
- C. Building separation. Buildings within group developments under single ownership shall be separated by a minimum distance of 20 feet plus ten feet for each story above two stories. In no case shall any part of a principal residential building be located closer than 20 feet to any part of another principal building.
- D. Street access. The property to be developed must have a boundary line or lines contiguous with and giving direct vehicular access to and from one or more public streets, or private streets with public access approved in accordance with Section 2304. Group developments in the form of apartment complexes or unit ownership developments with owners' associations legally obligated to maintain vehicular access and circulation drives shall not be subject to the private street standards specified in Section 2304.
- E. Dedication/Reservation of right-of-way. Where official plans show future streets or thoroughfares or where reasonable access to adjoining property is required, the development will be designed so as to provide right- of-way for such future streets or thoroughfares and to give access to such properties by means of a public street dedication, if the development is such that requires a final plat to be prepared and recorded, or where no final plat is required, the land area within the right-of-way shall be reserved. No portion of the land area contained within the reserved or dedicated right-of-way may be used to satisfy calculation for density or other dimensional requirements.

- F. Off-street parking. Off-street parking shall be provided in accordance with applicable zoning regulations. At least three-fourths of the required parking spaces shall be located on the development in off-street parking lots, no part of which shall be located closer than five feet to any existing or proposed street right-of-way line in accordance with the adopted Highway Plan or locally adopted Collector/ Feeder Street Plan. Each space shall be not less than nine feet by 20 feet in area. Compact car spaces may be utilized within a development in accordance with the provisions of the County Zoning Ordinance. Isles adjacent to the compact car spaces shall be standard width, and all compact car spaces shall be clearly marked. One- fourth of the required parking spaces may be in parking bays on minor public streets which are entirely within the development, provided that no space shall be in the turn-around portion of cul-de-sac. Bays shall not be longer than 80 feet along such street lines and each bay shall be separated from any other bay by a distance of not less than one-half the combined width of both bays. No more than onethird of the total frontage of any such street shall be devoted to parking bays. Each offstreet parking space for any residential building shall be located within 200 feet of said building.
- G. Swimming pools. Swimming pools which are constructed within a multi-family development shall be located not less than 50 feet from any boundary of the project, including a public street. All swimming pools shall comply with the provisions of the County Zoning Ordinance.
- H. Recreation/Open space areas. In residential group developments designated recreation/open space areas and facilities shall be provided on- site in accordance with the provisions of Section 2308 unless the developer can show, and the Planning and Inspections Director agrees after consulting with the Parks and Recreation Director, that the surrounding community has adequate public recreation area available. In the event that adequate public recreation is existing within the surrounding community, the developer shall pay a fee in lieu of providing on-site recreation as allowed in Section 2308. Areas within the required yard setbacks can be counted as part of the required recreation area provided they are developed, which would include tennis and basketball courts, jogging trails, etc. These facilities shall not consist of over ten percent of the required recreation/open space area. On- site amenities outside the setback area such as indoor recreation centers and clubhouses may be counted to satisfy the provisions of this subsection. Recreation/open space areas dedicated to the public sector shall be subject to all the requirements in Section 2308.
- I. Screening. All dumpster and utility areas shall be located on concrete slabs and at a minimum, fenced around three fenced sides. Chain link fencing may be utilized, but it must be accompanied with vegetative plantings so planted to effectively screen the dumpster and utility areas

J. All applicable provisions of the County Zoning Ordinance, to include buffers, signage, etc. is to be complied with and evidenced on the site plan.

SECTION 2402. ZERO LOT LINE DEVELOPMENTS.

Zero lot line developments shall comply with all the requirements of group developments when not specified herein and for the purposes of determining compliance with this ordinance and the County Zoning Ordinance, such development plan shall be considered a group development. Zero lot line developments shall be exempt from the minimum lot size provisions of Section 1104 of the County Zoning Ordinance provided that the overall average density of the zoning district in which the development is located is not exceeded. In addition to the provisions for Section 2401 above, the following shall be complied with:

- A. *Site plans*. Site plans for zero lot line developments shall show the locations of buildings and/or building sites, streets, drives, alleys, walks, parking, on-site recreation areas (if proposed), yards, the boundary of the development, maintenance easements and all common area.
- B. Building sites. A building site shall be that property intended for conveyance to a fee simple owner after the construction thereon and shall be sufficient in size to contain the structure proposed and any other proposed components of the property that are to be conveyed. Each building site shall abut and have direct access to a public street, private street or private drive, as permissible by this ordinance.
- C. *Building yards*. Building sites, buildings, and accessory buildings thereon, are exempt from all zoning district dimensional requirements of the County Zoning Ordinance for lot width, front yard, side yard, rear yard, and building area except:
- 1. Buildings have direct access to a public street must meet the front yard and/or corner lot provisions of the applicable zoning district.
- 2. Buildings on the periphery of the development plan must meet all setback requirements of the zoning district in which the development is located. The judgment of the Planning Board as to what constitutes front, rear and side yard of each building on the periphery shall be final.
- 3. A minimum of ten foot separation between structures shall be provided for buildings on separate lots within developments that are creating individual 'for sale" lots and seeking approval under this section.

- D. Density. The total number of residential building sites created shall not exceed the density standard for such developments as stated in the district dimensional requirements for the zoning district in which the development is located, excluding public right-of-way and that public right-of-way which is dedicated and/or reserved.
- E. Owners association. Establishment of an owners' association shall be mandatory when any portion of the development is to be held in common.
- F. Common areas. All areas of the site plan, other than individual "for sale" lots/units and public rights-of-way shall be shown and designated as "common area", the fee simple title to which shall be conveyed by the developer to the owners' association. Any common area shall not be further subdivided, developed or conveyed by the owners' association, except where approved under the provisions of this ordinance and the County Zoning Ordinance. This stipulation shall be so stated in the declarations and noted on the final plat.
- G. Declaration of covenants and restrictions. The developer shall file prior to submission for final plat approval of any portion of a development, a declaration of covenants and restrictions governing the common areas, the owners' association and the building sites, if required. The declaration of covenants and restrictions shall be approved by the County Attorney prior to recording of such documents, and prior to final plat approval for any portion or phase of the development. The restrictions shall contain, but not be limited to, provisions for the following as necessary:
- 1. The owners' association shall be organized and in legal existence prior to the sale of any lot or unit within the development.
- 2. Membership in the owners' association shall be mandatory for each original purchaser and each successive purchaser of a lot or unit.
- 3. The owners' association shall be responsible for the provisions of liability insurance, any taxes, and maintenance of recreation area and other facilities located on the common area, payment of assessments for public and private capital improvements made to or for the benefit of the common area located within the development. It shall be further provided that upon default by the owners' association in the payment to the governmental authority entitled thereto of any ad valorem taxes levied against the common area or assessments for public improvements to the common area, which default shall continue for a period of six months, each owner of a lot or unit in the development shall become personally obligated to pay to the County Tax Assessor a portion of such taxes or assessments in an amount determined by dividing the total taxes and/or assessments due by the total number of lots or units in the development. If such sum is not paid by the owner within thirty days following receipt of notice of the amount due,

then such sum shall become a continuing lien on the lot or unit of the then owner(s), the owner(s)' heirs, devisees, personal representatives and assigns, and the County Tax Assessor may either bring an action at law against the owner personally obligated to pay the same or may elect to foreclose the lien against the property of the owner.

- 4. The owners association shall be empowered to levy assessments against the owners of lots or units within the development for payment of expenditures made by the owners association for the items set forth in the preceding paragraph, and any such assessments not paid by the owner against whom such are assessed shall constitute a lien on the lot or unit of the owner.
- 5. Easements over the common areas for access, ingress and egress from and to public streets and walkways, and easements for enjoyment of the common area and for parking areas shall be granted to each owner of any lot or unit within the development, unless expressly stated otherwise and classified as "limited common areas and facilities" with the declaration.
- 6. Common walls between any units shall be party walls, and provisions for the maintenance thereof, including restoration in the event of destruction or damage, shall be established within the covenants.
- H. *Proof of subordinate mortgage*. The developer shall submit, along with the final plat, documents showing proof that any mortgage on the property or facility is subject to all easements or rights which may be transferred to the individual lot or unit owner or to the owners' association.
- I. *Final plat*. A final plat shall be prepared in accordance with Article XV and also include the following:
- (1) All building sites (lots/units) numbered with bearings and distances shown for their respective boundaries.
 - (2) All "common area" labeled as such with the facilities thereon indicated.
- (3) Any notes as required under this section, including maintenance easements when required.
- (4) An indication as to the location (book and page number) of the covenants and restrictions governing the recorded plat.

J. Compliance with State law. In addition to the above requirements, all zero lot line developments shall comply with the pertinent provisions of Chapter 47A of the N.C. General Statutes, as if the applicable provisions of Chapter 47A were incorporated herewith.

SECTION 2403. UNIT OWNERSHIP (CONDOMINIUM DEVELOPMENTS).

Before a declaration establishing a condominium development may be recorded in the office of the County Register of Deeds as prescribed in the *N.C. Unit Ownership Act* (N. C. Gen. Stat. § 47A-1 et seq.), the declaration and plan shall be approved by the Planning and Inspections Department. Such declaration and plan shall conform to applicable subdivision or other development requirements as set forth in this ordinance and the County Zoning Ordinance. In addition, the following requirements shall be complied with:

- A. The declaration shall be a complete legal document prepared strictly in accordance with the *N. C. Unit Ownership Act* (N. C. Gen. Stat. § 47A-1 *et seq.*) and shall be submitted in final form in three copies to the Planning and Inspections Department at least ten days prior to the submission of the final plat.
 - B. The final plan of the proposed development shall contain the following particulars:
- 1. The unit designation of each unit and a statement of its location, approximate area, number of rooms, and/or immediate common area to which it has access and any other data necessary for its proper identification;
- 2. Description of the general common areas and facilities as defined in the *N. C. Unit Ownership Act* (N. C. Gen. Stat. § 47A-1 *et seq.*) and the proportionate interest of each unit owner therein;
- 3. Description of boundary lines between portions of the structures designed for different ownership;
 - 4. Description of all garages, balconies, patios, etc., which form a part of any unit;
- 5. Description of any special common areas and/or facilities stating what units shall share the same and in what proportion; and
- 6. Statement of the purpose for which the building and each of the units are intended and restricted as to use.

C. The recordation of the declaration and plan shall be completed by the developer within one calendar year after approval by the Planning and Inspections Department.

SECTION 2404. MANUFACTURED HOME PARKS.

- A. *Purpose*. The purpose of this section is to establish regulations and procedures for the initial construction and continued use of manufactured home parks, which is found to be necessary in order to protect the health, safety and welfare of the residents of the manufactured home park.
- B. Application of chapter. The provisions contained herein are the minimum provisions every manufactured home park plan must comply with prior to allowing for the inhabitation of any manufactured home within the manufactured home park.
- C. Permits required. It shall be unlawful for any person to construct, maintain or use any lot or other parcel of land within the jurisdiction of Cumberland County for a manufactured home park until application has been made and a permit has been issued by the Code Enforcement Coordinator. No on-site improvements may be made until after a permit has been granted by the Code Enforcement Coordinator in accordance with an approved manufactured home park site plan.
- D. Site plans. Site plans for manufactured home parks in addition to all items required in Article 2203 for preliminary plans shall show the location of all proposed structures; pedestrian paths, type and location of the perimeter buffer, electric lighting plans, off-street parking areas, drainage facilities, and all other required provisions of this section.

E. Dimensional criteria.

- 1. Lot area. The minimum lot area for a manufactured home park shall be one acre, excluding publicly dedicated or reserved right-of-way for streets, and floodplain areas.
- 2. Density. The maximum density of individual manufactured home units within a manufactured home park shall be eight per acre excluding publicly dedicated or reserved right-of-way for streets.
- 3. Location of manufactured home spaces. Each proposed manufactured home proposed to be located within a manufactured home park must be located within a designated manufactured home space as approved on the manufactured home park site plan and every manufactured home space shall comply with the following minimum yard space provisions:

- a. All manufactured home spaces shall be designed in such a manner that will allow for each manufactured home space to be a minimum of 25 feet apart longitudinally, 15 feet apart end-to-end or corner-to-corner, and when spaces are designed in such a manner that one space is angled toward another space, 20 feet apart;
- b. All manufactured home spaces shall be located a minimum of 25 feet from any permanent building located within the manufactured home park;
- c. All manufactured home spaces and structures, including buildings within the manufactured home park shall be located no closer than 25 feet of a public street right-of-way; and
- d. All manufactured home spaces shall be located no closer than five feet of the internal drive within the manufactured home park.
- F. Street access. All manufactured home parks shall have direct access to a public right-of-way. Direct access to any public right-of-way shall not be permitted for any single manufactured home space within the manufactured home park; all manufactured home spaces must be served internally by means of a private drive. Street access and entrance area designs shall conform to the NC Department of Transportation Policy on Street and Driveway Access to North Carolina Highways guidelines.
- G. *Improvements*. In addition to all applicable improvements required by Article XXIII and the County Zoning Ordinance, the following improvements shall be constructed or implemented prior to application for the final building/park inspection:
- 1. Parking. Off-street parking spaces shall be provided in accordance with the applicable zoning district regulations; however, in no case shall there be less than two off-street parking spaces for each manufactured home space. Parking shall not be permitted on or along the internal drives in manufactured home parks.
- 2. Internal drives. All drives and courts shall be designed with a minimum 30 foot right-of-way and a minimum 20 foot paved traffic area which is adequately drained. Every dead-end drive more than 100 feet in length or serving more than four manufactured home spaces shall be provided with a paved turn-around having a radius of not less than 40 feet for a traffic surface.
- 3. Drainage. The manufactured home park spaces shall be situated on ground that is not designated as a Special Flood Hazard Area and designed and graded with drainage facilities installed to transport runoff to an appropriate outfall in such a manner as to comply with the N.C. Department of Environment and Natural Resources' Manual of Best Management Practices (BMP) for storm water control. When manufactured home parks abut an existing public drainage system, connection to the public system is mandatory.

- 4. Water and sewer. Every manufactured home space shall be provided with water and sewer services to meet providing agency's standards, if public, or County Public Health Department requirements, and all such plans shall be approved by the appropriate agencies.
- 5. *Underground utilities*. All wiring serving new or remodeled manufactured home parks shall be placed underground, except as outlined in Section 2306 D.
- 6. Lighting. All interior drives and off-street parking areas within the manufactured home park shall be lighted and in compliance with Section 1102 M, County Zoning Ordinance. The plans for lighting and all other electrical hookups and wiring shall be approved by a County Electrical Inspector.
- 7. Trash receptacles/dumpsters. All manufactured home parks shall provide trash and garbage storage receptacles for each manufactured home space that complies with the standards of the County Department of Solid Waste Management. The manufactured home park owner is responsible for proper storage, collection and disposal of the trash.
- 8. Screening. All dumpster and utility areas shall be located on concrete slabs and at a minimum, fenced around three fenced sides. Chain link fencing may be utilized, but it must be accompanied with vegetative plantings so planted to effectively screen the dumpster and utility areas.
- 9. Recreation and open space. Each manufactured home park shall provide on-site recreation/open space areas to service the needs of the residents of the park complying with the provisions of Section 2308. Irregular shaped areas will be judged for usefulness considering the intent of this ordinance. Each recreation/open space area shall be delineated on the site plan. Areas within the yard setbacks can be counted as part of the required recreation/open space area provided these areas are developed, which could include such items as tennis and basketball courts, jogging trails, etc. These facilities shall not consist of over ten percent of the required recreation/open space area. No portion of the fifteen-foot perimeter buffer/landscaped area, required below, shall be counted as part of the required recreation/open space area. On-site amenities outside of the yard setbacks, such as indoor recreation centers, clubhouses, etc. may be utilized for calculation to satisfy the recreation/open space area requirements.
- 10. Perimeter buffer. All manufactured home parks shall have a minimum fifteen-foot wide natural or landscaped buffer area around the perimeter of the park, excluding entrance drives within which no temporary or permanent structures shall be permitted. All manufactured home parks shall have a physical barrier (i.e. fencing, hedge, etc.) defining the boundaries of the park. Additionally, if earth berms, fences or walls are located within the buffer area, the buffer width shall not be reduced.

- 11. Fire protection. Fire protection standards shall be provided in accordance with the rules and regulations of the fire district in which they are located. All manufactured home park plans shall be submitted and approved by the County Fire Marshal prior to occupancy.
- 12. Pedestrian circulation. All manufactured home parks shall contain and maintain minimum three-foot wide internal pedestrian paths to central facilities, such as pools, office areas, laundry facilities, recreation areas, bus stops, etc. These paths, at a minimum, shall consist of a top layer of sand, crushed gravel or similar approved material. The location of these paths shall be shown on the site plan. No building/park final inspection can be accomplished until these paths are installed.
- H. *Highway Plan*. Any manufactured home park site impacted by a proposed right-of-way shall reserve (or dedicate, if final plat required) the right-of-way up to 80 feet in width. Until the reservation is utilized, the developer is allowed to use the area for manufactured home park development. However, this area shall be designated so that it can exist independently from the remainder of the manufactured home park so that when the roadway construction commences, it will have little impact on the rest of the park.
- I. Manufactured home classification. All manufactured home park spaces developed and approved after July 1, 1996 shall be restricted to Class A and Class B manufactured homes, as defined by this ordinance.
- J. Replacement homes. When manufactured home park owners intend to replace a manufactured home, they shall first notify the Code Enforcement Coordinator and stake out the site of the new manufactured home showing the required setbacks, buffers and separation areas.

ARTICLE XXV FINAL APPROVAL

SECTION 2501. FINAL APPROVAL —GENERALLY.

A. Installation/Construction of improvements required. Before any plat shall be eligible for final approval, the improvements proposed by the developer and required by this ordinance must have been installed or assured to be installed in accordance with the provisions of Section 2502. In addition, improvements meeting or exceeding those standards required by this ordinance and the County Zoning Ordinance shall be installed in accordance with the standards and requirements for acceptance of the N. C. Department of Transportation (NCDOT), the standards of the Environmental Health Department, the standards of the Planning Board, or the officially adopted standards of other public agencies, whichever is applicable.

B. Final plat. The final plat shall conform to the preliminary plan as approved. The developer may submit as a final plat that portion of the approved preliminary plan which he proposes to develop immediately, provided that, such action on the preliminary plan by the Planning & Inspections Department (hereinafter "Department") shall expire and be of no further effect unless the final plat is submitted to the Department for final approval within two years from the date on which preliminary plan approval was granted, or within two years from the date an extension of the preliminary plan approval was obtained.

C. Final approval required with no final plat required. For developments not requiring final plat approval, the preliminary approval shall expire and be of no further effect if the development has not been completed or if there are no active open permits within two years from the date on which preliminary approval was granted by the Department, or within two years from the date an extension of the preliminary plan approval was obtained.

SECTION 2502. FINAL PLAT - GUARANTEES OF IMPROVEMENTS.

Developers must satisfy one of the following guarantees of improvements prior to submission for final plat approval of any portion of an approved preliminary plan:

A. All required improvements have been installed by the developer in accordance with the requirements of this ordinance and the County Zoning Ordinance; or

- B. A surety bond or certified check has been posted by the developer, payable to the County, and against which the County may draw upon default in the installation of all required improvements. The surety bond or certified check along with a sealed estimate of the cost of improvements submitted by a certified engineer or a licensed contractor shall be submitted to the Department. Upon receipt of the surety bond or certified check and the estimate of cost of construction, the Department will submit the surety bond or certified check to the County Attorney for approval of legal sufficiency and to the County Engineer for approval of the estimate. The developer and the Planning & Inspections Director (hereinafter "Director") shall set a reasonable time within which the improvements are to be installed and completed. Unless an extension of that time is granted by the Director and a new estimated date of completion approved, in case of default the County shall cause the improvements to be completed, making use of the certified check or calling upon the surety of the bond; or
- C. An irrevocable letter of credit issued by a bank or other lending institution reasonably satisfactory to the County, or a deposit of funds into escrow, may be accepted in lieu of a bond or check subject to the same terms as "b" above; or
- D. The Department may approve the initial and succeeding sections of an approved preliminary plan, submitted as a final plat, without installation of improvements or financial guarantee of improvements, but final plat approval of any other section of the development will be withheld until required improvements have been installed as required by this ordinance and the County Zoning Ordinance. Final plats approved under this procedure shall be limited to a maximum of 25 lots or 50 percent of the total number of building lots of the approved preliminary plan remaining prior to submission, whichever is less.

A final plat of the final section of a development submitted under this procedure or a final plat constituting an entire subdivision/development may be of any size and shall be granted final approval only under (a), (b) or (c) above.

<u>SECTION 2503. FINAL PLAT – SUBMISSION AND APPROVAL.</u>

The final plat shall be submitted to the Department in such a form as required below. The Director, or the Director's designee, shall review the final plat for compliance with the provisions of this ordinance, the County Zoning ordinance and other conditions of approval of the preliminary plan. The final plat shall not be approved until the improvements required by the preliminary plan approval or required by this ordinance or the County Zoning Ordinance have been installed or guaranteed to be installed in accordance with Section 2502. The following must be shown on the final plat:

A. General. The final plat shall conform to the approved preliminary plan and to the

requirements of North Carolina General Statute 47-30.

B. *Map form*. The final plat shall be submitted as a reproducible map, either original ink on polyester film (mylar), or a reproduced drawing, transparent and archival (as defined by the American National Standards Institute); shall be drawn to a scale of not larger than 20 feet to the inch, and not less than 200 feet to the inch; and shall have an outside margin size of either 18 by 24 inches or 24 by 36 inches. Where size of land areas require, maps may be shown on two or more sheets with appropriate match lines and each section shall contain a key map showing the location of the sections.

C. Surveyor's certificate. There shall appear on each final plat a certificate by the person under whose supervision the survey or final plat was made, stating the origin of the information shown on the plat, including recorded deed and plat references and any other recorded data shown thereon; and the ratio of precision before any adjustments. Any lines on the final plat not actually surveyed be clearly indicated and a statement included indicating the source of information. Where a final plat consists of more than one sheet, only one sheet need contain the certification, but all other sheets shall be signed and sealed.

This certificate shall indicate the source of information for the survey and data indicating the ratio of precision of the survey before adjustments and shall be in substantially the following form:

,, certify that this plat was drawn under my supervision from
ctual survey made under my supervision (deed description recorded in Book
age; Book, Page; etc.,) (other); that the boundaries not surveyed are
early indicated as drawn from information found in Book, page; that the
atio of precision as calculated is 1: $__$; that this plat was prepared in accordance
rith N.C. Gen. Stat. 47-30 as amended. Witness my hand and seal this day
f, A.D.,"
Seal or Stamp)
urveyor Registration No.:

Nothing in this section shall prevent the recording of a final plat that was prepared in accordance with a previous version of N.C. Gen. Stat. 47-30 as amended, properly signed and notarized, pursuant to the statues applicable at the time of the signing of the final plat. However, it shall be the responsibility of the person presenting the final plat to prove that the final plat was so prepared and signed.

D. *Certificate of ownership and dedication*. The following notarized owner certificate shall appear on the final plat along with the owner(s) signature:

"The undersigned hereby acknowledges that the land shown on this plat is within	ı the
subdivision regulation jurisdiction of the County of Cumberland and that this	plat
and allotment is (my or our) free act and deed and that (I or we) do hereby dedi	cate
to public use as (streets, parks, playgrounds, school site, open spaces	and
easements) forever all areas so shown or indicated on said plat."	

to public use as (streets, parks, person easements) forever all areas so shown		ces and
	Owner's Signature(s)	
E. Director's certificate of approval. The plat with the signature of the Director pric Review Officer:	_	
"Approved by the Cumberland Coun day of,	nty Planning & Inspections Departmen	t on the
Signed:	: (sea Planning & Inspections Director	ıl)
F. Plat Review Officer certification. The Pit complies with all statutory requirements for the final plat:		-
STATE OF NORTH CAROLINA COUNTY OF CUMBERLAND		
	cer of Cumberland County, certify that leets all statutory requirements for red	
	Plat Review Officer	(seal)
Date:		

G. *Certificate of registration*. Space shall be provided on the final plat for the certificate of registration by the Cumberland County Register of Deeds as required by law.

SECTION 2504. DISCLOSURES REQUIRED.

A. *Disclosure of private street status*. The following disclosures shall appear on any final plat containing a private street as approved under the provisions of Section 2304, if applicable:

1. All Private Streets.

"Cumberland County and other public agencies have no enforcement responsibility regarding maintenance or encroachments into the private street right(s)-of-way as shown on this plat. Private streets are for the use of all owners of property within this subdivision/development and their guests; any governmental agency or personnel or equipment thereof granted perpetual access over all such private streets to accomplish or fulfill any service or function for which the agency is responsible; any agency or organization designated by a governmental agency to perform a designated function shall also be granted access the same as that government agency. Any governmental agency exercising its access rights shall have the same rights and only such liabilities as it would have on any public lands, rights-of-way, or easements.

2. Class "C" private streets.

"All current and future owners of the tracts served by and having access to the Class "C" private street(s) shown on this plat are responsible for the maintenance of the Class "C" private street(s)."

3. Class "B" or "C" private streets, if applicable.

"All current and future owners of the tracts served by and having access to the Class "B" or "C" private street(s) shown on this plat shall not be permitted to further divide the tracts without upgrading the Class "B" or "C" private street(s) to standards."

B. Farmland Protection Area disclosure. All final plats for subdivision or other development located within a designated Rural Area, as defined in the Land Use Plan in effect at the time of recordation, and depicted on the Land Use Plan map, or subsequent comparable officially adopted plan and map, shall contain a disclosure notice that states:

"This property or neighboring property may be subject to inconvenience, discomfort and the possibility of injury to property and health, arising from normal and accepted farming and agricultural practices and operations, including but not limited to noise, odors, dust, the operation of any kind of machinery, the storage and disposal of manure, and the application of fertilizers, soil amendments, herbicides, and pesticides."

C. On-site water and/or sewer disclosure. The following statement shall be on any final plat for property not served by public water and/or sewer, as applicable:

"Individual lots shown on this plat do not have public sewer and/or water services available, and no lots have been approved by the Health Department for on-site sewer services or been deemed acceptable for private water wells as of the date of this recording."

D. Nonconforming structure disclosure. All structures existing on the subject property at the time of the recording shall be shown on the final plat or the final plat shall include the following certification signed by the owner(s):

"Nonconforming structures have not been created by this subdivision/development/recombination plat."

E. *Proposed public street disclosure*. When the streets proposed within a subdivision or development do not qualify for acceptance by the NC Department of Transportation for addition to the State system, the following disclosure shall be included on the final plat:

"The streets shown on this plat though labeled as "public" – unless otherwise noted – have not been accepted by the NC Department of Transportation as of the date of this recording. Until such time that the streets are accepted and formally added to the State system, maintenance and liability of the streets are the responsibility of the developer and any future lot owner(s)."

(Amd. 12-19-11)

SECTION 2505. APPROVAL OF PLAT NOT ACCEPTANCE OF DEDICATION

The approval of a plat pursuant to this ordinance shall not be deemed to constitute or effect the acceptance by the County, other public agency or the public of the dedication of any street or other ground, public utility line, or other public facility shown on the plat.

<u>SECTION 2506. FINAL PLAT – RECORDING.</u>

The developer or the developer's agent shall record the final plat in the Cumberland County Registry within one year after approval of the final plat by the Director. Failure of the developer or the developer's agent to record the final plat in the Cumberland County Registry within one year after the final approval shall cause such final approval to be null and void and of no further force or effect.

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ARTICLE XXVI LEGAL PROVISIONS

SECTION 2601. WAIVERS.

The Planning Board may waive the requirements of this ordinance where it finds by resolution that:

- A. Because of the size of the tract to be subdivided or developed, its topography, the condition or nature of adjoining areas, or the existence of other unusual physical conditions, strict compliance with the provisions of this ordinance would cause a special hardship to the property owner and be inequitable, and
- B. The public purposes of this ordinance and the County Zoning Ordinance would be served to an equal or greater degree, and
 - C. The property owner would not be afforded a special privilege denied to others.

In granting waivers through a quasi-judicial hearing and decision, the Planning Board may require such conditions as will secure, in so far as practicable, the objectives of the requirements waived. Any waiver, thus granted, is required to be entered in writing in the minutes of the Planning Board and the reasoning upon which departure was justified set forth.

SECTION 2601.1. VIOLATIONS.

- A. Statutory authority. This ordinance may be enforced by any appropriate equitable action, including but not limited to, injunction and abatement, in addition to any other remedy authorized by N.C. Gen. Stat. §153A-123.
- B. Notice of civil citation violation. If the Planning and Inspections Director or the Director's designee (hereinafter Director) finds that any provision of this ordinance is being violated, the Director shall cause to be served upon the holder of the development approval and to the landowner of the property involved, if the landowner is not the holder of the development approval offender or its agent, by certified mail, return receipt requested, or by personal service, a notice of civil citation violation. The notice of violation may be posted on the property. The notice of civil citation violation shall indicate the nature of the violation and order the action necessary to correct it. The citation notice of violation that is the basis of the citation to the Planning Board within ten days from the date of service of the citation notice of violation.

- C. Responsible parties. The owner, lessee, tenant or occupant of any building or land or part thereof and any architect, builder, contractor, agent or any other person who participates in, assists, directs, creates or maintains any violation of the provisions of this ordinance may be held responsible for the violation and be liable for the penalties and be subject to the remedies provided in Section 2602 below.
- D. Separate offense. Each day that any violation continues after notification by the Director that such violation exists shall be considered a separate offense for purposes of penalties and remedies specified herein.
- E. Appeal of citation Notice of Violation. If the offender files notice of appeal to the Planning Board within the ten-day time period, the appeal shall stay the collection of the penalty so imposed as well as the corrective action prescribed in the citation. Appeals to the Planning Board shall be in writing and submitted in the same manner and cost as for an appeal of a zoning matter to the County Board of Adjustment; however, the time for perfecting the appeal shall be ten days as hereinbefore stated. A violation of this ordinance may not be appealed to the Planning Board if the offender did not perfect an appeal to the Planning Board within the ten-day time period set forth herein.
- F. Emergency enforcement. Notwithstanding the forgoing, in cases where delay would seriously threaten the effective enforcement of this ordinance or pose a danger to the public health, safety or welfare, the Director may seek enforcement of this ordinance without prior written notice by invoking any of the penalties or remedies herein authorized.

(Amd. 12-19-11)

SECTION 2602. PENALTY.

A person who violates any of the provisions of this ordinance shall be subject to revocation of any permits and a civil penalty in the sum of \$500.00 following the issuance of a civil citation. The penalty shall be recovered by the County in a civil action if the offender fails to pay the penalty to the Finance Director, Cumberland County, Post Office Drawer 1829, Fayetteville, North Carolina 28302, within ten calendar days after being cited for the violation. The civil action of recovery shall be in the nature of an action to recover a debt and shall include as an additional sum to be recovered the full costs of the action, including but not limited to, filing, service and attorney fees. Second and subsequent violations shall subject the offender to a \$500.00 penalty. Nothing in this section shall preclude the enforcement of this ordinance pursuant to the all of the provisions of N.C. Gen. Stat. §14-4 where appropriate.

From and after the effective date of this ordinance, any person who being the owner, or agent of the owner, of land located within the jurisdiction of this ordinance as established in Section 2004, thereafter transfers or sells such land by reference to a plat showing a subdivision or development of land before such plat has been properly approved under the terms of this ordinance and recorded in the office of the Register of Deeds shall be guilty of a misdemeanor. The description of metes and bounds in the instrument of transfer, or other document used in the process of selling or transfer, shall not exempt the transaction from such penalties. The County, through its County Attorney or other official designated by the Board of Commissioners, may enjoin such illegal transfer or sale by action for this jurisdiction.

State statute reference: N. C. GEN. STAT. § 153A-334 160D-807.

SECTION 2603. VALIDITY.

If any article, section, sub-section, sentence, clause or phrase of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance. The Board of Commissioners hereby declares that it would have passed this ordinance and each article, section, subsection, sentence, clause, and phrase thereof, irrespective of the fact that any one or more article, section, sub-section, sentence, clause, or phrase be declared invalid.

SECTION 2604. RESPONSIBILITY OF THE REGISTER OF DEEDS.

From and after the adoption of this ordinance, or any amendment thereto, by the Board of Commissioners and the filing of a copy with the Commissioners' Clerk, no subdivision plat of land within the County's subdivision and development regulation jurisdiction shall be filed or recorded until it shall have been submitted to and approved by the Planning and Inspection Department and until such approval shall have been entered on the face of the plat in writing, by the Director of the Planning and Inspections Department. The Register of Deeds shall not file a plat of subdivision land located within the territorial jurisdiction of Cumberland County as defined in Section 2103, which has not been approved in accordance with these provisions nor shall the Clerk of Superior Court order or direct the recording of a plat where such recording would be in conflict with this section.

SECTION 2604.1. AMENDMENT CLAUSE.

This ordinance, upon its effectiveness as provided by law, amends in its entirety the previously existing Cumberland County Subdivision Ordinance, originally adopted July 1, 1970, including all subsequent amendments to said previously existing ordinance, except where otherwise expressly stated within this ordinance.

SECTION 2605. EFFECTIVE DATE.

This ordinance shall be in full force and effect from and after its passage by the Board of Commissioners of Cumberland County this the 19th day of August 2008, and each subsequent amendment to this ordinance shall be effective the day following adoption of the amendment.

DEVELOPMENT STANDARD	FAYETTEVILLE	HOPE MILLS	SPRING LAKE	EASTOVER	STEDMAN	WADE	LINDEN	FALCON	GODWIN
Parks, Recreation & Open Space Areas (PROSA)	Land area per residential unit*: 1. 500 sq ft if outside SFHA; 2. 1000 sq ft if within SFHA; 3. 2000 sq ft if water body *May pay fee in lieu (Sec. 25-33)	Land area per residential unit*: 1250 sq ft** *May pay fee in lieu **Water bodies must be approved by the Town Also see "Group Development" below [Sec. 86A-501(h)]	Land area per residential unit*: 500 sq ft unit; cannot include any land area subject to flooding or land area used to satisfy any other regulation *No fee in lieu Also see "Group Developments" below [§155.67(H)]	Pending- currently same as County	Land area per residential unit*: 1. 500 sq ft if outside SFHA; 2. 1000 sq ft if within SFHA; 3. 2000 sq ft if water body *May pay fee in lieu Also see "Group Developments" below (Sec. 3.13.1)	Land area per residential unit*: 1. 500 sq ft if outside SFHA; 2. 1000 sq ft if within SFHA; 3. 2000 sq ft if water body *May pay fee in lieu Also see "Group Developments" below (Sec. 3.13.1)	Land area per residential unit*: 800 sq ft** *May pay fee in lieu **Water bodies must be approved by the Town Also see "Group Development" below (Sec. 408)	Land area per residential unit*: 1. 500 sq ft if outside SFHA; 2. 1000 sq ft if within SFHA; 3. 2000 sq ft if water body *May pay fee in lieu Also see "Group Developments" below (Sec. 313.1)	Land area per residential unit*: 1. 500 sq ft if outside SFHA; 2. 1000sqftif within SFHA; 3. 2000 sq ft if water body *May pay fee in lieu Also see "Group Developments" below (Sec. 313.1)
All Streets (Public or Private)	NCDOT- more restrictive standard applies Minor & residential streets: 50" min r/w width Concrete curbs and gutters [Sec. 25-31(2)]	Town standards & specifications (Sec. 86A-404) Local streets, min width of 50' Cul-de-sac: 800' max length; 40' min width; turnaround radius, 50' [Sec. 86A-404(a)(15)] Block lengths, max of 1800' [Sec. 86A-404(a)(14)]	Town standards & specifications Local streets, min width of 50' Cul-de-sac: 800' max length; 40' min width; turnaround radius, 50' Streets must be certified by Town as being acceptable for future maintenance (§155.510)	Pending - currently same as County	Town Engineer approval required Minor T-fare(collector) min width: 60' Minor T-fare (residential) min width: 50' Cul-de-sac: 800'max length; 40' min width; turnaround radius, 50'	NCDOT standards Minimum width: 50' Cul-de-sac: 800 max length; 40' min width; turnaround radius, 50' (Sec. 3.17) Block lengths, max of 1800' (Sec. 3.18)	NCDOT standards w/ Town specified widths dependent upon type of street Cul-de-sac: 1400' max length; 40' min width; turnaround radius, 50' [Sec. 404(10)] Block lengths, max of 1800' [Sec. 404(10)f]	NCDOT standards (Sec. 4.1) Minimum width: 50' Cul-de-sac: 800 max length; 40' min width; turnaround radius, 50' (Sec. 3.17) Block lengths, max of 1800' (Sec. 3.18)	NCDOT standards (Sec. 4.1) Minimum width: 50' Cul-de-sac: 800 max length; 40' min width; turnaround radius, 50' (Sec. 3.17) Block lengths, max of 1800' (Sec. 3.18)

DEVELOPMENT STANDARD	FAYETTEVILLE	HOPE MILLS	SPRING LAKE	EASTOVER	STEDMAN	WADE	LINDEN	FALCON	GODWIN
All Streets (Public or Private), continued	NCDOT standards	Pavement	Roadway base to	Pending -	Driveways comply w/ stormwater requirements, pipe min inside diameter 15" w/1'cover (Sec. 3.18) NCDOT	Approved by	NCDOT	NCDOT	NCDOT
T ubiic Streets	more stringent than Fayetteville's, NCDOT standards apply	widths: 40' minimum for collector and 30' minimum for minor streets [Sec. 86A- 404(b)) Greater than 2 units per acre, concrete curb & gutter; equal to 2 units per acre, concrete or rolled asphalt curb & gutter; less than 2 units per acre, NCDOT standards (Sec. 86A- 404(b)(3))	Town required width, surface must be standards of the Town (§155.510)	currently same as County	Subdivision Roads, Min Construction Standards compliance (Sec. 3.17) Surfacing required (Sec. 4.1.(c) Concrete curb & gutter, all new streets - 2 ft rolled or valley type concrete for residential streets and 2 ft,6in. 90 degree vertical high back for non-residential [Sec. 4.1(e)]	Roadway surface 2" of I-2 asphalt with a min. width of 20' Asphalt curbs and gutters (Sec. 4.1)	standards, approved by the Town (Sec. 404(b)(1)]	standards, approved by the Town (Sec. 4.1)	standards, approved by the Town (Sec. 4.1)
Private Streets	Class A and Class B per County/NCDOT standards; Class C(dirt) not permitted	Asphalt or other permanent surface private streets w/ a minimum45' r/w width, 20' minimum travel way		Pending- currently same as County		Paved private allowed for residential developments only 60' minimum r/w w/ 20' pavement	Class A only w/ standards same as County [Sec. 404(c)(4)]	NCDOT standards w/ asphalt curb & gutter Minimum width, 60' with a 20' travel way	NCDOT standards w/ asphalt curb & gutter Minimum width, 60' with a 20' travel way

DEVELOPMENT STANDARD	FAYETTEVILLE.	HOPE MILLS	SPRING LAKE	EASTOVER	STEDMAN	WADE	LINDEN	FALCON	GODWIN
Private Streets continued		Town street standards	_			Ashpalt curbs & gutters		Owners' association mandatory	Owners' association mandatory
		Class B & C (gravel or dirt) not permitted				No property lines in r/w (Sec. 4.2)		No property lines in r/w (Sec. 4.2)	No property lines in r/w (Sec. 4.2)
Utilities	Same as County [Sec. 25-31(10)]	Same as County [Sec. 86A- 406(c)]		Pending- currently same as County	Same as County (Sec. 4.3.i)	Same as County (Sec. 4.3.g)	Same as County [Sec. 406(c)]	Same as County (Sec. 4.3.g)	Same as County (Sec. 4.3.g)
Utility Easements		10' (5' each side of rear lot line or other location where necessary) [Sec. 86A- 403(e)(1)]	10' (5' each side of rear lot line or other location where necessary) (§ 155.45)	Pending- currently same as County	10' (5' each side of rear lot line or other location where necessary) (Sec. 3.11)	10' (5' each side of rear lot line or other location where necessary) (Sec. 3.11)	10' (5' each side of rear lot line or other location where necessary) [Sec.403(e)(1)]	10' (5' each side of rear lot line or other location where necessary) (Sec. 3.11)	10' (5' each side of rear lot line or other location where necessary) (Sec. 3.11)
Water/Sewer Extension	Same as County w/in MIA (Per interlocal agreement - within SSA, public water for 2.2 units per acres, Le., R20; public water and public sewer, greater than 2.2. units per acre	Same as County w/in MIA [Sec. 86A- 406(a)(1)2]	Same as County w/in MIA	Pending- currently same as County	Same as County w/in MIA	Same as County (Sec. 4.3.d)	Same as County [Sec. 406(a)]	Same as County (Sec. 4.3.d)	Same as County (Sec. 4.3.d)
Fire Hydrants	Same as County	Single family detached, 500'; multi-family, 400': commercial. 300': business district, 250' [Sec 86A-406(b)(1)]		Pending - currently same as County	Same as County (Sec. 4.3.f)	Same as County (Sec. 4.3.f)	Same as County [Sec. 406(b)]	Same as County (Sec. 4.3.f)	Same as County (Sec. 4.3.f)

DEVELOPMENT STANDARD	FAYETTEVILLE	HOPE MILLS	SPRING LAKE	EASTOVER	STEDMAN	WADE	LINDEN	FALCON	GODWIN
Storm Drainage	In compliance with NCDENR Manual for Best Management Practices	In compliance with NCDENR Manual for Best Management Practices	In compliance with NCDENR Manual for Best Management Practices	Pending- currently same as County	In compliance with NCDENR Manual for Best Management Practices	In compliance with NCDENR Manual for Best Management Practices	In compliance with NCDENR Manual for Best Management Practices	In compliance with NCDENR Manual for Best Management Practices	In compliance with NCDENR Manual for Best Management Practices
Sidewalks (complying w/ ADA standards) Note: Sidewalks are only required in the MIA if the affected municipality agrees to be responsible for maintenance of the sidewalks and signs a three-party encroachment agreement w/ the NCDOT	One side of all streets w/in development; along existing collector or arterial street adjacent to development [Sec. 25-61(5)] [Per interlocal agreement, in SSA on one side of collector streets (serves/intended to serve at least 100 dwelling units) and both sides of all thoroughfares]	Both sides of all proposed streets, internal drives for non-residential & multi-family and along existing street(s) adjacent to development; sidewalks standards shall not apply in the Cumberland Industrial Center [Sec. 86A-405]	One side of street, location determined by town building Inspector	Pending - currently same as County	4' wide along all streets whether proposed (new) or existing, except cul-desac serving 8 or less lots/units When adjacent to parking area, 6' wide (Sec. 4.3.g)	4'paved sidewalks on one side of all new streets adjacent to curb and gutter (Sec. 4.1.h)	Density equal to or greater than 2.2 units per acre, one side of all streets; when less than 2.2 & greater than 1 dwelling units per acre, required along any abutting minor thoroughfare or higher-class street; when site adjacent to public park/school; & all non-residential adjacent to minor thoroughfare or higher class street (Sec.405) Sidewalks cannot be located over Town-owned water lines & Town will not accept existing system with sidewalks over lines	Required when development adjacent to public park or school (Sec. 3.13)	Required when development adjacent to public park or school (Sec. 3.13)

August 18, 2008
Cumberland County
Subdivision & Development Ordinance
(Amendments Through JuneAugust 21, 201721)

DEVELOPMENT STANDARD	FAYETTEVILLE	HOPE MILLS	SPRING LAKE	EASTOVER	STEDMAN	WADE	LINDEN	FALCON	GODWIN
Group Development Provisions	Same as County	1,250 sq ft per unit BOC can accept fee in lieu Parking space size: 9'x20'; compact spaces allowed (Sec. 86A-501)	500 sq ft of recreation area per unit on site, Bd of Aldermen can accept fee in lieu Parking space size: 9'x20'; compact spaces allowed (§155.53)	Pending - currently same as County	Same as County (Sec. 3.21)	Same as County (Sec. 3.21)	Same as County (Sec. 501)	Same as County (Sec. 3.21)	Same as County (Sec. 3.21)
ZLL Provisions	Same as County	Same as County (Sec. 86A-502)	Same as County (§155.54)	Pending- currently same as County	Same as County (Sec. 3.24)	Same as County (Sec. 3.21.1)	Same as County (Sec. 502)	Same as County (Sec. 3.21.1)	
MHP Provisions	Same as County	Same as County except plan must also be approved by HM Fire Department (Sec. 86A-504)	Min of one acre and max of 8 MHs per acre Min 3,000 sq ft MH space for each unit Drives: min of 30' wide w/ paving min 20' Min 60' frontage w/ direct access on public street Min 140 sq ft concrete or hard surface patio with min 30" wide concrete or hard surface walkway Must comply with Town landscaping provisions (Chpt 153)	Pending- currently same as County		Same as County (Sec. 3.23)	Same as County (Sec. 504)	Same as County (Sec. 3.23)	Same as County (Sec. 3.23)

DEVELOPMENT STANDARD	FAYETTEVILLE	HOPE MILLS	SPRING LAKE	EASTOVER	STEDMAN	WADE	LINDEN	FALCON	GODWIN
Guarantee of Improvements	Same as County	Same as County (Sec. 86A-602)	Same as County (§ 155.23)	Pending- currently same as County	Same as County (Sec. 2.6)	Same as County (Sec. 2.6)	Same as County (Sec. 602)	Same as County (Sec. 2.6)	Same as County (Sec. 2.6)
Lot Frontage	Same as County	20' minimum [Sec. 86A- 403(c)]	35' minimum [§ 155.52(C)]	Pending- currently same as Countv	20' minimum (Sec. 3.20.c)	20' minimum (Sec. 3.20)	20' minimum\ [Sec. 403(c)]	20' minimum (Sec. 3.20)	20' minimum (Sec. 3.20)
Development Access Points		Two separate access points, generally [Sec. 86A- 404(a)(16)1		Pending- currently same as County					
Schools, Parks Public Access		NLT 10' walkways dedicated (Sec. 86-74)	NLT 10' walkways dedicated (§ 155.47)	Pending- currently same as County	NLT 10' walkways dedicated (Sec. 3.13)	NLT 10' walkways dedicated (Sec. 3.13)	NLT 10' walkways dedicated [Sec. 405(a)3)]	NLT10' walkways dedicated (Sec. 3.13)	NLT10' walkways dedicated (Sec. 3.13)
Subdivision Definition	Same as County (effective 1961)	Same as County (effective Jan 1, 1985) (Sec. 86A-203)	Similar to County except: 5 acre tracts (as opposed to 10 acres) where no right-of-way dedication (§ 155.06)	Pending - currently same as County	Same as County (Sec. 1.8)	Same as County (Sec. 1.8)	Same as County (Sec. 203)	Same as County (Sec. 1.8)	Same as County (Sec: 1.8)
Streetscape Landscaping - subdivisions/group developments					Street trees: 1 tree per 50 linear ft of street frontage and no more than 50' separation				
					Located between back of curb and sidewalk (Sec. 4.3.h)				
Greenway Standards					Compliance w/ Greenway Plan (Sec. 3.13.2)				

DEVELOPMENT STANDARD	FAYETTEVILLE	HOPE MILLS	SPRING LAKE	EASTOVER	STEDMAN	WADE	LINDEN	FALCON	GODWIN
Tree Preservation		Encouraged and can be credited toward landscaping provisions	Encouraged and can be credited toward landscaping provisions						
Exceptions w/in MIA					Concrete curb & gutter not required when 3 or less lots out of same parent and where new street not being constructed or existing street w/o concrete curb & gutter being extended Greenway standards not applicable where residential does not abut designated Greenway Corridor & where 3 or less contiguous lots from the same parent Sidewalks not required if 3 or less lots from the same parent abutting street w/o				

August18,2008
Cumberland County
Subdivision & Development Ordinance
(Amendments Through JuneAugust 21, 201721)

DEVELOPMENT STANDARD	FAYETTEVILLE	HOPE MILLS	SPRING LAKE	EASTOVER	STEDMAN	WADE	LINDEN	FALCON	GODWIN
Exceptions w/in					existing				
MIA continued					sidewalks and				
					a new street				
					not being				
					constructed				
					(Sec. 3.1.1)				

Disclaimer: The material contained within this document, Exhibit § 4, *Development Standards of All Municipalities within Cumberland County,* is intended to reflect and summarize applicable municipal subdivision design standards and is provided for general reference and informational purposes only and is not to be construed or used in place of the officially adopted development standards for any municipality, nor does it replace any officially adopted development standard of any municipality. While, the information contained herein is believed to be accurate and the County will make every effort to maintain current information in this Exhibit, users of this exhibit should contact the County Planning & Inspections Department to verify the contents before application for any permits.

August 18, 2008
Cumberland County
Subdivision & Development Ordinance
(Amendments Through JuneAugust 21, 201721)

Created: 02-05-10 E7-e



ENGINEERING AND INFRASTRUCTURE DEPARTMENT

MEMORANDUM FOR THE AGENDA OF THE JUNE 10, 2021 AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: JERMAINE WALKER, COUNTY ENGINEER

DATE: 6/2/2021

SUBJECT: REQUEST TO INITIATE A PRELIMINARY ENGINEERING REPORT

(PER) FOR THE SEWER TO THE SHAW HEIGHTS COMMUNITY

Requested by: AMY CANNON, COUNTY MANAGER

Presenter(s): JERMAINE WALKER, COUNTY ENGINEER

BACKGROUND

The Public Utilities Department has reached out to Moorman, Kizer & Reitzel, Incorporated (MKR) to submit a proposal for the preparation of a Preliminary Engineering Report (PER) under the Board approved "On-Call List" to extend sanitary sewer mains throughout the Shaw Heights residential neighborhood. The request for the PER is in coordination with the Community Development Department as a community improvement project in the Shaw Heights area. MKR has submitted the attached proposal in the amount of \$49,485. Funding is available in the Community Development fund to pay the costs of the PER.

The next step to be taken if the Board chooses to move forward with the PER will be to approve the contract with MKR, which would be presented at a future meeting.

RECOMMENDATION / PROPOSED ACTION

Staff is seeking feedback and direction from the Board of Commissioners regarding moving forward with MKR preparing a PER for the Shaw Heights area.

ATTACHMENTS:

Description Type

MKR PER Proposal Backup Material

May 25, 2021



Ms. Amy Hall Cumberland County Public Utilities Department Public Utilities Specialist 130 Gillespie Street, Room 214 Fayetteville, N.C. 28302

Re: Preliminary Engineering Report

Shaw Heights - Waste Water Collection System

Cumberland County

Dear Amy,

Thank you for allowing Moorman, Kizer & Reitzel, Inc. the opportunity to submit a proposal for the preparation of a Preliminary Engineering Report (PER) to extend sanitary sewer mains throughout the Shaw Heights residential neighborhood. Shaw Heights' service area is shown on the attached map. Based on our conversations, I understand the following:

- 1) The County of Cumberland wishes to extend sanitary sewer service throughout the residential subdivision located west of Murchison Road. The business/commercial properties located to the east of Murchison Road is not included in the PER.
- 2) The County wishes to pursue low interest loans or grants from the USDA, Clean Water Management Trust Fund, NC Rural Center and others to finance the construction.
- 3) The sanitary sewer collection system is to be designed and constructed to Fayetteville Public Works Commission Standards. Fayetteville Public Works Commission will maintain and operate the sewer system.
- 4) Fayetteville Public Works Commission currently serves the area with water service.

I anticipate the Scope of Work to be as follows:

- 1) Prepare a Preliminary Engineering Report suitable for submission to USDA to apply for grants or low interest loans.
- Assist Cumberland County in submitting for low interest loans from USDA, Clean Water Management Trust Fund and others.
- 3) Coordinate with County Staff and Fayetteville Public Works Commission in the development of the Preliminary Engineering Report as well as representatives from the USDA-RD.

4) The Shaw Heights area is mostly developed with residential units. Wetlands, historic sites, endangered species, etc. studies are not anticipated. Preparation of EIS or SEPA is also not anticipated.

I would anticipate the County to provide the following information:

- 1) All drawings, reports, files, studies and other information necessary for the project planning, conceptual layout and the preparation of the PER to include FPWC water demand records, FPWC system maps, etc.
- 2) Meet with Fayetteville Public Works Commission to develop an interlocal agreement for the operation and maintenance of the sanitary sewer collection system.

I have estimated the number of man hours per discipline as follows:

Moorman, Kizer & Reitzel, Inc.

		Total
80	\$185.00	\$14,800.00
160	\$157.50	\$25,200.00
40	\$95.50	\$3,820.00
60	\$52.75	\$3,165.00
LS	\$2,500.00	\$2,500.00
	160 40	160 \$157.50 40 \$95.50 60 \$52.75

Anticipated Not to Exceed Fee \$49,485.00

I anticipate the estimated Not to Exceed Fee to be approximately \$49,485.00 to be billed based on the various disciplines and applicable hour rate schedule. The actual man hours per discipline may vary based on the actual time each specific task requires. I do not anticipate utilizing consultant services.

I would anticipate Moorman, Kizer & Reitzel, Inc. to begin work within 2 weeks after the Notice to Proceed and the initial submittal of the Preliminary Engineering Report to be within approximately 3 to 6 months. Low interest loans approval could require approximately 12 to 18 or longer months for approval. If you have any questions, or need additional information, please don't hesitate to call me.

Again, thank you for your consideration and we look forward to working with you on this very important project.

Respectfully Submitted Moorman, Kizer & Reitzel, Inc.

Jeffrey B. Reitzel, PE, PLS, LEED AP



ENGINEERING AND INFRASTRUCTURE DEPARTMENT

MEMORANDUM FOR THE AGENDA OF THE JUNE 10, 2021 AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: JERMAINE WALKER, COUNTY ENGINEER

DATE: 6/2/2021

SUBJECT: BOARD OF COMMISSIONERS' MEETING ROOM UPDATE

Requested by: AMY CANNON, COUNTY MANAGER

Presenter(s): JERMAINE WALKER, COUNTY ENGINEER

BACKGROUND

At the April 8, 2021 Board of Commissioners' Agenda Session, a representative from the Wooten Company presented two meeting room concepts to the Board. After the presentation, the Board instructed staff to arrange visits with the architect to the Historic Courthouse for the Commissioners and to bring the item back for further discussion at the next Agenda Session. Wooten reached out to the Board and arranged a visit to the Historic Courthouse Courtroom on April 16, 2021 at which time the proposed meeting room concept was explained in greater detail. Two commissioners attended that meeting (Commissioners Keefe and Lancaster).

To recap, the Wooten Company has identified the following costs associated with the proposed renovation: Historic Courthouse Courtroom: \$2,573,000 and the Cumberland County Courthouse - Rooms 118 & 119: \$2,235,500

The above cost estimate for the Historic Courthouse does not include:

- Elevator Modernization Costs (proposed in FY22 CIP at \$250,000)
- 2nd floor bathroom renovations and ADA up-fit
- Addition of an Executive Meeting Room
- Technology Infrastructure Improvements

If renovated, this will lead to significant plumbing upgrades and a major difference in the appearance of the Historic Courthouse from one floor to the next due to a major renovation of most of the second floor.

Attached to this memo is a proposal from the Wooten Company to complete an additional scope of work, determining the above costs associated with renovations at the Historic Courthouse, in the amount of \$4,775.00 and to be completed in 28 days after approval of the proposal.

The Engineering and Infrastructure Department also solicited a Request for Qualifications (RFQ) for a General Government Services Building Space Utilization and Site Analysis Study focusing on the departments located in the Judge E. Maurice Braswell Courthouse, the old Highsmith-Rainey Hospital, and the Historic Courthouse. The RFQ response period closed on Friday, May 28, 2021. Six firms responded and we are in the process of reviewing their qualifications and ranking them 1-6. Funding for this study is included in the FY21 Budget, but likely would not start until August or September if approved by the Board of Commissioners.

This item was returned to the June 10, 2021, Board of Commissioners' Agenda Session after previously being listed as an Item of Business for the May 17, 2021, Board of Commissioners' Regular Session.

RECOMMENDATION / PROPOSED ACTION

Staff is seeking guidance from the Board of Commissioners. Does the Board wish to move forward with the expanded scope of work for the Wooten Company regarding the Historic Courthouse as we begin the General Government Services Building Space Utilization and Site Analysis Study.

ATTACHMENTS:

Description
Wooten Expanded Scope Proposal

Type

Backup Material



April 22, 2021

Ms. Amy H. Cannon County Manager Cumberland County 117 Dick St. Favetteville. NC 28301

Re: Proposal for Historic Courtroom Expanded Concept

Dear Ms. Cannon:

In response to your request, The Wooten Company is pleased to submit a fee proposal to provide professional services which expand the scope of our conceptual design for the Commissioner's Room in your Historic Courthouse in the Cumberland County. The following summary is our understanding of the objectives and scope of work.

Project Understanding

A conceptual design will be developed to allow the Commissioners to understand the related building renovations required to support the use of the Courtroom at the Historic Cumberland County Courthouse at 130 Gillespie St, Fayetteville as the Commissioners' Room. Items added to our previous concept include: restoration of the balcony and the seating area under the balcony; accessible restrooms at the new Commissioners' Room level; an Executive Session Room; and a complete modernization of the larger of the two elevators. The revised concept will provide a basis for planning and budgeting.

Scope of Work Interviews

- The scope was determined in discussions with key County employees and elected officials at a meeting in the subject building on Friday, March 16th.
- Develop an understanding of the area required and specific related building systems improvements needed for the above noted functions to support the Commissioners' Room adaptive reuse in the Historic Courthouse.

Facility and Assessment

 Evaluate developmental constraints that the Historic Courthouse presents relative to the configuration of the rooms proposed to support the Commissioners Room.

120 North Boylan Avenue Raleigh, NC 27603-1423

> 919.828.0531 Fax 919.834.3589

www.thewootencompany.com

Analysis

- Generate a schematic floor plan indicating the demolition and new work.
- Generate schematic floor plans indicating room furnishings, fixtures, and finishes.
- Revise estimated construction costs to include expanded scope.

County's Responsibility

- Designate a person to act as the County's representative with respect to the work to be performed under this agreement. Such person shall be the primary contact to transmit instructions, receive information, and to interpret and define County policies.
- Provide timely review and comment on design issues.
- Elected officials and key employees to meet with Architect at times of mutual convenience.

Fee

Based on the scope of the project, we propose to provide the services outlined above at a fixed fee of Four Thousand Seven Hundred Seventy-Five Dollars (\$4,775.00). We do not anticipate any reimbursable expenses associated with these efforts, however, if the need for any such expenses should arise, we will seek approval from the County before proceeding.

Schedule

Sincerely,

We estimate that 28 days after execution of the agreement will be required to complete additional scope of the study.

Please review our proposal and do reach out if you have any questions. If you find our proposal acceptable, please indicate the County's approval by signing in the appropriate space below and returning a single copy of the agreement to our office.

We appreciate the opportunity that this exciting project affords us to be of continued service to Cumberland County. You have our assurance that The Wooten Company will make every effort to deliver quality service in a timely manner.

THE WOOTEN COMPANY

Accepted and Approved Cumberland County

Robert E. Egan

Building Systems Group, Director

Amy H. Cannon

Date

rdp



ENGINEERING AND INFRASTRUCTURE DEPARTMENT

MEMORANDUM FOR THE AGENDA OF THE JUNE 10, 2021 AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: JERMAINE WALKER, COUNTY ENGINEER

DATE: 6/2/2021

SUBJECT: AMENDMENT TO THE FLOOD DAMAGE PREVENTION ORDINANCE

Requested by: AMY CANNON, COUNTY MANAGER

Presenter(s): JERMAINE WALKER, COUNTY ENGINEER

BACKGROUND

The County participates in the National Flood Insurance Program (NFIP) to make the County eligible for disaster assistance from the Federal Emergency Management Agency (FEMA). As a participant, the County is required to adopt a Flood Damage Prevention Ordinance as modeled by the State.

The County's current Flood Damage Prevention Ordinance does not include an automatic adoption clause for updates, therefore any changes to the Flood Insurance Rate Maps (FIRMs) or ordinance requires the FIRMs be readopted, and that the ordinance be re-approved with the changes via public hearing.

The Engineering & Infrastructure Department has been notified by the Eastern Branch NFIP Planner, Eryn Futral, that changes are required to the County's Flood Damage Prevention Ordinance be effective by July 1, 2021. The changes include auto-adoption language and by adopting the language this allows the County to auto-adopt future flood map revisions and flood insurance studies by reference. This would eliminate the requirement to hold public hearings to formally adopt the maps and revise the ordinance.

Included with this memorandum is a mark-up version of the ordinance with the required changes.

RECOMMENDATION / PROPOSED ACTION

The Engineering & Infrastructure Department and County Management recommends that the Board of

Commissioners adopt the changes to the County Flood Damage Prevention Ordinance effective July 1, 2021 as required by the State and request this item be moved forward to the Consent Agenda at the June 21, 2021 Board of Commissioners' Meeting.

ATTACHMENTS:

Description

Current Ordinance with Mark-Up Changes

Backup Material

ARTICLE 1. STATUTORY AUTHORIZATION, FINDINGS OF FACT, PURPOSE AND OBJECTIVES.

SECTION A. STATUTORY AUTHORIZATION.

Municipal: The Legislature of the State of North Carolina has in Part 6, Article 21 of Chapter 143; Parts 3, 5, and 8 of Article 19 of Chapter 160A; and Article 8 of Chapter 160A of the North Carolina General Statutes, delegated to local governmental units the responsibility to adopt regulations designed to promote the public health, safety, and general welfare.

County: The Legislature of the State of North Carolina has in Part 6, Article 21 of Chapter 143; Parts 3 and 4 of Article 18 of Chapter 153A; and Part 121, Article 6 of Chapter 153A; Article 8 of Chapter 160A; and Article 7, 9, and 11 of Chapter 160D of the North Carolina General Statutes, delegated to local governmental units the responsibility authority to adopt regulations designed to promote the public health, safety, and general welfare.

Therefore, the Board of Commissioners of Cumberland County, North Carolina, does ordain as follows:

ARTICLE 3. GENERAL PROVISIONS.

SECTION A. LANDS TO WHICH THIS ORDINANCE APPLIES.

This ordinance shall apply to all Special Flood Hazard Areas within the jurisdiction, including Extra-Territorial Jurisdictions (ETJs) if applicable, of County of Cumberland, North Carolina (unincorporated areas) and within the jurisdiction of any other community whose governing body agrees, by resolution, to such applicability.

SECTION B. BASIS FOR ESTABLISHING THE SPECIAL FLOOD HAZARD AREAS.

The Special Flood Hazard Areas are those identified under the Cooperating Technical State (CTS) agreement between the State of North Carolina and FEMA in its Flood Insurance Study (FIS) <u>dated December 18, 2007 for Cumberland County and associated DFIRM panels, including any digital data developed as part of the FIS, and its accompanying Flood Insurance Rate Maps (FIRM), for Cumberland County, North Carolina (unincorporated areas) dated **December 18, 2007**, which are adopted by reference and declared to be a part of this ordinance, and all revisions thereto.</u>



ENGINEERING AND INFRASTRUCTURE DEPARTMENT

MEMORANDUM FOR THE AGENDA OF THE JUNE 10, 2021 AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: JERMAINE WALKER, COUNTY ENGINEER

DATE: 6/2/2021

SUBJECT: JUDGE E. MAURICE BRASWELL COURTHOUSE SWITCHGEAR BID

AWARD AND ASSOCIATED BUDGET ORDINANCE AMENDMENT

#B210054

Requested by: AMY CANNON, COUNTY MANAGER

Presenter(s): JERMAINE WALKER, COUNTY ENGINEER

BACKGROUND

During the Courthouse Generator replacement project in September of 2020, it was discovered that the main electrical switchgear within the Courthouse needed to be replaced. The switchgear is original to the facility and is nearly forty-one years old. On December 29, 2020, the County entered into a design and technical services agreement with Progressive Design Collaborative (PDC) for the switchgear replacement. The switchgear replacement for the JEMB Courthouse was originally programmed for \$270K in FY21. Of that original amount \$16K has been encumbered for design and bid-advertising, leaving a total of \$254K left. The project was solicited for bids on April 29th, 2021 with the bid closing date on May7, 2021. JL Britt had the lowest bid with a bid price of \$454K, leaving a delta of \$200K.

The original project budget was based upon the assumption that an Eaton swtichboard could be connected directly to the existing busway serving the upper floors of the building.

After progressing into the design phase of this project, it was determined that this approach would be extremely risky, and did not allow any margin for error during the replacement. If anything went wrong with the physical positioning of the switchboard in relation to the three different pieces of busway it would cause an extended power outage to the courthouse. Additionally, it is unlikely that the replacement even if executed without error could have been completed over a weekend. As such this solution did not meet the project constraints. The

design moved forward with replacing the existing 1600A busway in the basement. While this introduced more cost and complexity into the project, it minimizes the potential for an extended outage and will allow the replacement to take place over a holiday weekend. Additionally, the current bidding climate is over-stimulated due to higher costs of construction materials and the existing busway is original to the building and near end of useful-life and obsolete. While we did not replace the entire run of busway, the busway needs replacement and the added cost of replacing the sections of busway in this project will benefit the long-term health of the building. The building is forty-three years old and is near the age in its life-cycle where a complete electrical overhaul is required.

Timing of this project necessitates we issue the Notice to Proceed by 1 July to meet the Thanksgiving Holiday Weekend execution date.

RECOMMENDATION / PROPOSED ACTION

The Engineering & Infrastructure Department and County Management recommends that the Board of Commissioners approve the request for associated Budget Ordinance Amendment #B210054 for an additional \$200K and request this be moved forward as a Consent Agenda item for the June 21, 2021 Board of Commissioners' Meeting.

ATTACHMENTS:

Description

Bid Documents Backup Material



Progressive Design Collaborative, Ltd

3101 Poplarwood Court, Suite 320 Raleigh, North Carolina 27604 919-790-9989

May 7, 2021

Mr. Jeremy Martin Engineering & Infrastructure 130 Gillespie Street, Room 214 Fayetteville, NC 28301

Re: Cumberland County

Judge E. Maurice Braswell Courthouse

Switchgear Replacement

PDC 21001

Mr. Martin:

Based on the attached bid tab for the referenced project, I am recommending JL Britt Electric be awarded the project for the amount of \$454,200 to provide the Switchgear Replacement at the Cumberland County Judge E. Maurice Braswell Courthouse Building.

Sincerely,

Scott Ennis, P.E.

PROGRESSIVE DESIGN COLLABORATIVE, LTD.

Attachments:

Certified Bid Tabulation JL Britt Electric Bid Submittal



3101 Poplarwood Court, Suite 320 Raleigh, North Carolina 27604 919-790-9989

CERTIFIED BID TABULATION

JUDGE E. MAURICE BRASWELL CUMBERLAND COUNTY COURTHOUSE SWITCHGEAR REPLACEMENT PDC# 21001

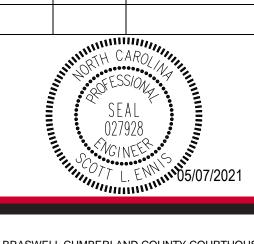
MAY 7, 2021 at 10:00AM

CONTRACTOR	LICENSE #	MWBE	Bid Bond	BASE BID
JL Britt	4648-U	X	X	\$454,200.00
M-W Electric	14918-U	X	X	\$482,000.00
Integrated Sales & Services	34096	Х	Х	\$499,992.00

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

Scott Ennis, P.E.

PROGRESSIVE DESIGN COLLABORATIVE, LTD.



BID FORM

FOR

Cumberland County Courthouse Switchgear Replacement

PDC Project # 21001

The undersigned, as bidder, proposes and agrees if this proposal is accepted to contract with Cumberland County for the furnishing of all materials, equipment, and labor necessary to complete the construction of the work described in these documents in full and complete accordance with plans, specifications, and contract documents, and to the full and entire satisfaction of Cumberland County, and Progressive Design Collaborative, Ltd. for the sum of:

SINGLE PRIME CONTRACT:		
Base Bid:Four hundred, fifty fou	r thousand, two hundred	Dollars \$_454,200.00
Addendum received and used in compa	uting bid:	
Addendum No. 1 Addendum No. 2	Addendum No. 3 Addendum No. 4	

Checklist for submitting bid:

1.	Rid	Bond	4
	DIG	DOIL	a

- 2. MBE Affidavit A or Affidavit B
- 3. Have reviewed and accepted Terms in sample contract with Cumberland County
- 4. Acknowledgement of Addenda
- 5. Signatures and Seal (if corporation)
- 6. Provide a physical copy of Prime Contractor's License

E-VERIFY & IRAN STATEMENT CUMBERLAND COUNTY

Contract #:	
Iran Divestment Act Certification. Contractor hereby cert not on the Iran Final Divestment List ("List") created to N.C.G.S. 147-86.55-69. Contractor shall not utili List.	by the North Carolina State Treasurer pursuant
E-VERIFY. CONTRACTOR shall comply with the requiren Statutes. Further, if CONTRACTOR utilizes a subco subcontractor to comply with the requirements of Art	ntractor, CONTRACTOR shall require the
Company Name: JL Britt Electric, Inc.	
Dam tol	Date 4/29/27 5/7/21
Authorized Signer	7 1/4
End of Section 00	50 00.01

**

Respectively submitted this day of	2021.
JL Britt Electric, Inc.	
(Name of firm or	r corporation making bid)
Federal ID# <u>56-2050970</u> Witness:	Pur Assa Assa
viiiress.	By: Vice President
(Proprietorship or Partnership)	Title: Vice President (Owner, Partner, Pres. or VP)
	Address: 590 Edwards Store Road Mount Olive, NC 28365
Attest: By:	(Corporate Seal)
ACCI	EPTED by
Cumbe	rland County
BY:	TITLE:
DATE:2021	



Bid Bond

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):	
J. L. Britt Electric, Inc. 590 Edwards Store Road, Mt. Olive, NC 28365	
SURETY (Name, and Address of Principal Place of I	Business):
Old Republic Surety Company P. O. Box 1635, Milwaukee, WI 53201-1635	
OWNER (Name and Address):	
Cumberland County Engineering and Infrastructure De 130 Gillespie Street, Room 214, Fayetteville, NC 28301 BID	partment
Bid Due Date: April 29, 2021 Description (Project Name—Include Location): J Switchgear Replacement	Judge E. Maurice Braswell Cumberland County Courthouse
BOND Bond Number: Bid Bond	
Date: April 29, 2021	
Penal sum Five Percent of Amount Bid	\$ 5%
(Words) Surety and Bidder, intending to be legally bound hereb Bid Bond to be duly executed by an authorized officer,	(Figures) y, subject to the terms set forth below, do each cause this agent, or representative.
BIDDER	SURETY
J. L. Britt Electric, Inc. (Seal)	Old Republic Surety Company (Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By:	By:
Signature	Signature (Attach Power of Attorney)
Print Name	Scott D. Mathers Print Name
Vice President	Attorney-in-Fact
Title	Title
Attest: Usey 1 Ower Signature	Attest: Uciule Adams Signature Michelle A. Adams
Ass't Secretary	Surety Account Manager
Title	Title

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.



- 1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
- 2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
- 3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
- 4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
- 5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
- 6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
- 7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
- 8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
- 9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
- 10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
- 11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

SCOTT D. MATHERS, MICHELLE A. ADAMS of RALEIGH, NC

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18,1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

signature and sear when so used shall have	the same force and effe	ect as though manually af	ffixed.		
IN WITNESS WHEREOF, OLD REPUBLIC affixed this 14th day of	C SURETY COMPANY September	has caused these preser	nts to be sigr	ed by its proper officer, and it	s corporate seal to be
		SURE THE		OLD REPUBLIC SURETY	COMPANY
Kaung Haffur)	CORPORATE SEAL TOBS		An Inlie	
STATE OF WISCONSIN, COUNTY OF WAUKES	SHA - SS	* * * * * * * * * * * * * * * * * * *		President	
On this 14th day of S and Karen J Haffner who executed the above instrument, and they eathey are the said officers of the corporation afores and their signatures as such officers were duly aff	, to nch acknowledged the esaid, and that the seal a	me known to be the indivexecution of the same, are flixed to the above instru	iduals and of nd being by r ment is the s	eal of the corporation, and the	SURETY COMPANY depose and say: that
		AUBLIC OF HIS	K	Hun R. Lea Notary Public	nson
CERTIFICATE		/20		ssion Expires: September	er 28, 2022
I, the undersigned, assistant secretary of the	e OLD REPUBLIC SU	RETY COMPANY a Wis	consin corno	stary's commission does not inversion. CERTIEN that the form	acing and attached
Power of Attorney remains in full force and has Attorney, are now in force.	not been revoked; and	furthermore, that the R	esolutions of	the board of directors set for	orth in the Power of
SUREZULA CORPORATE O	ned and sealed at the C	City of Brookfield W/I thin	29th	douge April	2021
87-6854 SEAL Sig	ned and sealed at the C	City of Brookfield, WI this	29th	day of April	2021

ORSC 22262 (3-06)

Identification of HUB Certified/ Minority Business Participation

Firm Name, Address and Phone #	Work Type	*Minority Category	**HUB Certifie (Y/N)
None			
*Minority categories: Black, African American	(B), Hispanic (H), Asian And Economically Disadvanta	nerican (A) Americ	an Indian (I

Attach to Bid Attach to Bid

State of North Carolina AFFIDAVIT A – Listing of Good Faith Efforts County of Cumberland

County of Camberland
(Name of Bidder)
Affidavit of JL Britt Electric, Inc.
I have made a good faith effort to comply under the following areas checked:
Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive. (1 NC Administrative Code 30 I.0101)
1 – (10 pts) Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
2(10 pts) Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.
3 – (15 pts) Broken down or combined elements of work into economically feasible units to facilitate minority participation.
4 – (10 pts) Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in fecruitment of minority businesses.
5 - (10 pts) Attended prebid meetings scheduled by the public owner.
6 – (20 pts) Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
7 – (15 pts) Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
8 – (25 pts) Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
9 – (20 pts) Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
10 - (20 pts) Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.
The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d) Failure to abide by this statutory provision will constitute a breach of the contract.
The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.
Date:5/7/21 Name of Authorized Officer: Jason Britt Signature: 134
William L. OWE WILL
State of North Carol, m. County of Wayne
Notary Stall Subscribed and sworn to before me this 7th day of May 2021
Notary Public Osty 1 (uln)
My commission expires <u>6-10-23</u>
State of North Carolina County of Wayne Subscribed and sworn to before me this 7th day of May 2021 Notary Public Wayne All Notary Public Wayne My commission expires 6-10-23 Mayne AROLLING MY COUNTY MY CAROLLING MY COUNTY MY COMMISSION Expires 4-10-23

Attach to Bid Attach to Bid

State of North Carolina --AFFIDAVIT B-- Intent to Perform Contract with Own Workforce.

County of Cumberland	
Affidavit ofJL Britt Electric, Inc.	
(Name of Bidder) hereby certify that it is our intent to perform 100% of the work required for the	
Cumberland County Courthouse Switchgear Replacement	ontract.
(Name of Project)	miraot.
n making this certification, the Bidder states that the Bidder does not customarily subcontract ele of this type project, and normally performs and has the capability to perform and will perform <u>all</u> elements of the work on this project with his/her own current work forces; and	ements
The Bidder agrees to provide any additional information or documentation requested by the owner support of the above statement. The Bidder agrees to make a Good Faith Effort to utilize minority suppliers where possible.	er in /
The undersigned hereby certifies that he or she has read this certification and is authorized to bin Bidder to the commitments herein contained.	nd the
Pate: 5/7/21 Name of Authorized Officer: Jason Britt	
Signature: Title: Vice President	
Signature: Notary Public Waynal County tate of John CARO County County	
tate of Work (Groline , County of Wayne	
otary Public ANN () who are this day of May 20 21	
v commission expires $(-10-23)$	

NC Board Examiners of Electrical Contractors

Verify License Search

Contact

Name

J. L. Britt Electric Inc.

Address

590 Edwards Store Rd. Mount Olive, NC 28365

Phone

(919) 689-2686

Email

jason@jlbritt.com

License

License #

U.04648

Account Type

Unlimited Classification License

Effective Date

03/01/2021

Expiration Date

02/28/2022

Status

Active



ENGINEERING AND INFRASTRUCTURE DEPARTMENT

MEMORANDUM FOR THE AGENDA OF THE JUNE 10, 2021 AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: JERMAINE WALKER, COUNTY ENGINEER

DATE: 6/3/2021

SUBJECT: CHANGE ORDER FOR LEC ELEVATOR MODERNIZATION AND

ASSOCIATED BUDGET ORDINANCE AMENDMENTS #B210208 AND

#B210171

Requested by: AMY CANNON, COUNTY MANAGER

Presenter(s): JERMAINE WALKER, COUNTY ENGINEER

BACKGROUND

The Law Enforcement Center (LEC) elevator modernization is a FY19 CIP project that is nearing completion. On November 18, 2019, the Board of Commissioners approved a project contingency of \$100K and delegated that signature authority to the County Manager. The project has incurred a total of six change orders, with change orders one through four totaling \$98,825.

The reasons for change orders one through four are as follows:

- 1) Changing the location of the new fire alarm panel with the required extended circuits (\$2,114.00)
- 2) Providing electrical wiring and mechanical support for eight (8) new duct detectors and five (5) new remote alarm indicator lights (\$11, 006.00)
- 3) Adding security panels and card readers for two (2) elevators and associated infrastructure required to support the security additions; adding a fire alarm relay and module for the generator; installation of cameras in three (3) elevators and changing the base security system in the LEC building (\$69,238.00)
- 4) Adding to tie-in for mini-split and machine room lighting for Elevator #3 into emergency power; Tie-in lighting at the elevator landings on the second and third floor into generator power along with final inspections (\$16,467.00)

Change orders five and six are for:

- 5) Adding waterproofing to Elevator #2 shaft with hydro grout injection (\$31,620.00)
- 6) Tie-in security cameras into emergency power (\$2,891.00)

To summarize all change orders tie the elevator controls, alarms, cameras, and card readers into emergency power. The addition of the waterproofing to the shaft of Elevator #2 prevents the elevator from locking out due to previous water intrusion.

Change order five is \$31,620 (\$1,175 of this is remaining contingency). Change order six is \$2,891. The requested for additional contingency totals \$33,336. The funding for the two change orders will come from cost savings from two previously completed projects.

RECOMMENDATION / PROPOSED ACTION

The Engineering and Infrastructure Department recommends that this item and the associated Budget Ordinance Amendments #B210208 and B210171 be placed on the June 21, 2021 Board of Commissioners as a Consent Agenda item.

ATTACHMENTS:

Description
LEC Change Orders 1 - 6

Type

Backup Material



CLIENT:	Cumberland County
PROJECT:	LEC Elevator Upgrades
CONTRACT FOR:	LEC Elevator Upgrade
CONTRACTOR:	Bar Construction Company / 1/2
PDC PROJECT#	19023

Under the terms of the Contract and without invalidating the original provisions thereof, the following change(s) in work is (are) authorized for the change in contract amount herein set forth: (Description of change order with detailed breakdown attached)

Reason: Changing the location of the new Fire Alarm Panel with extended circuits necessary for the change.

The time of completion including previous orders is $\underline{312}$ calendar days and shall be changed by $\underline{0}$ calendar days by this change order for a contract date of completion of $\underline{January 15, 2021}$.

CONTRACT COST SUMMARY					TOTALS
Original Contract Amount					\$1,036,870
Aml. of Previous Orders	ADD	\$O	Deduct	\$0	
3. Amt. of This Order:	ADD	\$2,114.00	Deduct	\$0	
4. Total additions lines 2 &3		\$2,114.00	Minus Total Deducts:	\$ 0	
Aller delications to a set of the second				\$	2,114.00
(Line 4 shall show the net amount to	be added or (d	educted) from th	e contract amount.)		
5. Revised Contract Total Amount					\$1,038,984.00
6. The Owner certifies that the conti	ngency fund ba	lance after this c	hange is		\$ N/A
I certify that my Bonding Company will of this change order, and that a copy of	be notified for of the approved	thwith that my co change order wi	ntract has been (incre Il be mailed upon rec	eased) (decrease eipt by me to my	ed) by the amount surety.

Bar Construction Company. (Contractor)	By:	Duryesage	5/20/2020 (Date)
Progressive Design Collaborative, Ltd. (Designer)	. Ву:	Sout S	5/21/20 (Date)
Any H Cannon	By:	AmyCl Caurum	<u>u - 2 - 20</u> (Date)
Allon Robb Cumberland County (Owner)	Ву:	alan frais	&- Z-Z () (Date)



CLIENT:	Cumberland County
PROJECT:	LEC Elevator Upgrades
CONTRACT FOR:	LEC Elevator Upgrade
CONTRACTOR:	Bar Construction Company Inc
PDC PROJECT#	19023

Under the terms of the Contract and without invalidating the original provisions thereof, the following change(s) in work is (are) authorized for the change in contract amount herein set forth: (Description of change order with detailed breakdown attached)

Reason: Providing Electrical wiring and mechanical support for 8 new duct detectors and 5 new remote alarm indicator lights (RAIL)

The time of completion including previous orders is $\underline{312}$ calendar days and shall be changed by $\underline{2}$ calendar days by this change order for a contract date of completion of $\underline{January 17, 2021}$.

CONTRACT COST SUMMARY 1. Original Contract Amount				•	TOTALS \$1,036,870
Amt. of Previous Orders	ADD	\$2,114.00	Deduct	\$0	Ar- ■ ***********************************
3. Amt. of This Order:	ADD	\$11,006.00	Deduct	\$0	
4. Total additions lines 2 &3		\$13,120.00	Minus Total Deducts:	\$0	
				\$	13,120.00
(Line 4 shall show the net amount to 5. Revised Contract Total Amount	be added or (d	educted) from the	e contract amount.)		\$1,049,990.00
6. The Owner certifies that the cont	ingency fund ba	lance after this ch	nange is		\$ N/A

I certify that my Bonding Company will be notified forthwith that my contract has been (increased) (decreased) by the amount of this change order, and that a copy of the approved change order will be mailed upon receipt by me to my surety.

Bar Construction Company (Contractor)	By:	Duraye Laylo	7/7/2020 (Date)
Scott I Em	By:	Scott Ennis	07/07/2020
Progressive Design Collaborative, Ltd. (Designer)			(Date)
(coog.io.)			
	By:		(Data)
4			(Date)
Any Cours	By:	Any Caunon	7/10/2020
Cumberland County (Owner)		V	(Date)



CLIENT:	Cumberland County
PROJECT:	LEC Elevator Upgrades
CONTRACT FOR:	LEC Elevator Upgrade
CONTRACTOR:	Bar Construction Company, Inc.
PDC PROJECT #	19023

Under the terms of the Contract and without invalidating the original provisions thereof, the following change(s) in work is (are) authorized for the change in contract amount herein set forth: (Description of change order with detailed breakdown attached)

Reason:

CONTRACT COST SUMMARY

Original Contract Amount
 Amt. of Previous Orders

Cumberland County

(Owner)

- 1. COR 004 adding the security panels and card readers for 2 elevators and associated Infrastructure required to support the security additions (\$28,600.00)
- 2. COR 005 Adding a FA relay and module for the generator. (\$2,375.00)
- 3. COR 006 Install cameras in all 3 elevators.(\$8,174.00)
- 4. COR 007 changing the base security system in the LEC building. (\$30,089.00)

ADD

The time of completion including previous orders is <u>314</u> calendar days and shall be changed by <u>20</u> calendar days by this change order for a contract date of completion of <u>February 6, 2021</u>.

\$13,120.00

Deduct

3. Amt. of This Order:	ADD	\$69,238.00	Deduct	\$0	
4. Total additions lines 2 &3		\$82,358.00	Minus Total Deducts:	\$0	
				\$	\$82,358.00
(Line 4 shall show the net amount to 5. Revised Contract Total Amount	be added or (de	ducted) from the	e contract amount.)		\$1,119,228.00
6. The Owner certifies that the contin	ngency fund bala	ance after this cl	nange is		\$ N/A
I certify that my Bonding Company will of this change order, and that a copy of	l be notified forth of the approved	nwith that my con change order wil	ntract has been (incre Il be mailed upon rec	eased) (decreased eipt by me to my s	l) by the amount urety.
Dwayne Layton Bar Construction Company. (Contra	ctor) By	: Derre	relay	u	1 / 11 Z) (Date)
Progressive Design Collaborative, Lt (Designer)	By d.	. Scott	Ennis		01/11/21 (Date)
	Ву	<i>r</i> :			(Date)
Any & Cauron	Ву	" Am	& Cannor	L	1/2/21

(Date)

TOTALS \$1,036,870.00



CLIENT:	Cumberland County	
PROJECT:	LEC Elevator Upgrades	
CONTRACT FOR:	LEC Elevator Upgrade	
CONTRACTOR:	Bar Construction Company	
PDC PROJECT#	19023	

Under the terms of the Contract and without invalidating the original provisions thereof, the following change(s) in work is (are) authorized for the change in contract amount herein set forth: (Description of change order with detailed breakdown attached)

Reason:

CONTRACT COST SUMMARY

1. Original Contract Amount

2. Amt. of Previous Orders

3. Amt. of This Order:

- 1. COR #9 Add to tie-in mini-split and machine room lighting for Elevator #3 into emergency power
- 2. COR #10 Tie-in lighting at the elevator landings on the 2nd & 3rd floor into generator power and final inspections.

The time of completion including previous orders is <u>324</u> calendar days and shall be changed by 16 calendar days by this change order for a contract date of completion of <u>March 8, 2021</u>.

\$82,358.00

\$16,467.00

Deduct

Deduct

\$0

\$0

ADD

ADD

4. Total additions lines 2 &3	\$98,825.00	Minus Total Deducts:	\$0	
		Deducts.	\$	\$98,825.00
(Line 4 shall show the net amount to be adde	d or (deducted) from the	e contract amount.)		
5. Revised Contract Total Amount				\$1,135,695.00
6. The Owner certifies that the contingency for	und balance after this cl	hange is		\$ N/A
I certify that my Bonding Company will be notif of this change order, and that a copy of the app	ed forthwith that my cor proved change order wil	ntract has been (incre Il be mailed upon rece	eased) (decrease eipt by me to my	d) by the amount surety.
		. 0	0)
	By: Ou ya	La e Day	X	3/10/21
Bar Construction Company. (Contractor)	0	10		(Date)
	X	115'	•	
Scott Ennis	Bv: \$100	Xd am		03/10/2021
Progressive Design Collaborative, Ltd. (Designer)		400		(Date)
	Ву:			
				(Date)
And Donald	Λ	11 0		. 1
MM/CI Callinori	By: HMW	1 H. Cannon		3/12/2021
Cumberland County				(Date)
(Owner)				,

TOTALS

\$1,036,870.00



CLIENT:	Cumberland County	
PROJECT:	LEC Elevator Upgrades	
CONTRACT FOR:	LEC Elevator Upgrade	
CONTRACTOR:	Bar Construction Company Inc.	
PDC PROJECT #	19023	

Under the terms of the Contract and without invalidating the original provisions thereof, the following change(s) in work is (are) authorized for the change in contract amount herein set forth: (Description of change order with detailed breakdown attached)

Reason:

COR #11 – Add waterproofing to elevator #2 shaft with hydro grout injection.

The time of completion including previous orders is <u>340</u> calendar days and shall be changed by <u>10</u> calendar days by this change order for a contract date of completion of <u>March 18, 2021</u>.

CONTRACT COST SUMMARY					TOTALS \$1,036,870.00
Original Contract Amount Amt. of Previous Orders	ADD	\$98,825.00	Deduct	\$0	
Amt. of Previous Orders Amt. of This Order:	ADD	\$31,620.00	Deduct	\$0	
4. Total additions lines 2 &3		\$130,445.00	Minus Total	\$0	2.
			Deducts:	\$	\$130,445.00
(Line 4 shall show the net amount to 5. Revised Contract Total Amount	oe added or (d	deducted) from the	contract amount.)		\$1,167,315.00
6. The Owner certifies that the contin	\$ N/A				

I certify that my Bonding Company will be notified forthwith that my contract has been (increased) (decreased) by the amount of this change order, and that a copy of the approved change order will be mailed upon receipt by me to my surety.

Bar Construction Company. (Contractor)	Ву:	Duran Say	3/19/21 (Date)
Scott Ennis Progressive Design Collaborative, Ltd.	Ву:	Scott I Em	03/19/2021 (Date)
(Designer)			
	Ву:		(Date)
	Ву:	Amy & Caumon	0.11
Cumberland County (Owner)	ву.		(Date)



CLIENT:	Cumberland County			
PROJECT:	LEC Elevator Upgrades			
CONTRACT FOR:				
CONTRACTOR: Bar Construction Company				
PDC PROJECT#	19023			

Under the terms of the Contract and without invalidating the original provisions thereof, the following change(s) in work is (are) authorized for the change in contract amount herein set forth: (Description of change order with detailed breakdown attached)

Reason:

1. COR #12 - Tie in Security Camera into Emergency Power

The time of completion including previous orders is 340 calendar days and shall be changed by 10 calendar days by this change order for a contract date of completion of March 18, 2021.

1. Original Contract Amount 2. Amt. of Previous Orders 3. Amt. of This Order:	ADD ADD	\$130,445.00 \$2,891.00	Deduct Deduct	\$0 \$0	TOTALS \$1,036,870.00	
o. Ant. of this order.	700	Ψ2,001.00	Doddot	Ψ0		
4. Total additions lines 2 &3			Minus Total Deducts:	\$0		
				\$	\$133,336.00	
(Line 4 shall show the net amount to 5. Revised Contract Total Amount	o be added or (d	leducted) from the	contract amount.)		\$1,170,206.00	
6. The Owner certifies that the contingency fund balance after this change is						
I certify that my Bonding Company w						

of this change order, and that a copy of the approved change order will be mailed upon receipt by me to my surety.

Bar Construction Company. (Contractor)	Ву:	Duray Scarl	4/1/2((Date)
Scott Ennis	By:	Scott of an	04/01/2021
Progressive Design Collaborative, Ltd. (Designer)			(Date)
	Ву:		(Date)
Amy H. Cannon Cumberland County (Owner)	By:	Amydr Caumon	4 <u>EU 201</u> (Date)



FINANCE OFFICE

MEMORANDUM FOR THE AGENDA OF THE JUNE 10, 2021 AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: VICKI EVANS, FINANCE DIRECTOR

DATE: 5/28/2021

SUBJECT: AMENDMENT TO THE PURCHASING POLICY

Requested by: AMY CANNON, COUNTY MANAGER

Presenter(s): VICKI EVANS, FINANCE DIRECTOR AND CHRIS CARR, ASSISTANT

COUNTY ATTORNEY

BACKGROUND

Multiple changes are being requested to update the Purchasing Policy to allow for greater efficiencies, to further clarify contract processing requirements, revise unclear language, and to implement a recent change allowed within the federal procurement guidelines. Finance Department staff have been working with the County Attorney's Office staff on the amended policy language.

Two attachments are provided with this memo. The first shows all the requested policy revisions as highlighted in red, with corresponding numbered comments to explain why each change is being requested. The second attachment is an unmarked draft to show how the amended policy will read, if approved. Departmental training on these policy updates is scheduled to occur the week of June 21, 2021.

RECOMMENDATION / PROPOSED ACTION

Staff and the County Attorney's Office recommend forwarding the amended Purchasing Policy to the June 21, 2021 Board of Commissioners meeting as a Consent Agenda item.

ATTACHMENTS:

Description

Draft Purchasing Policy w track changes & comments

Backup Material

Cumberland County

Section I - Board Approved Policies

Subsection 3: Cumberland County Financial / Audit

Policy No. 3-3: Purchasing Policy

The following policy was originally adopted on June 21, 1999 by the Board of Commissioners. This policy was amended on February 25, 2002, November 1, 2010, June 5, 2017, June 18, 2018, and August 6, 2018, and June 21, 2021 by the Board of Commissioners.

Commented [VE1]: Revised effective date if approved.

1.0 PURPOSE

This manual has been developed as a resource for Cumberland County employees to follow when procuring goods and services on behalf of the County. The policy and procedures provided in this manual wereThis policy is established to ensure the fair and equitable treatment of all persons involved in public purchasing, to maximize the purchasing value of public funds in procurement, and to provide safeguards for maintaining a procurement system of quality and integrity, in accordance with North Carolina General Statutes (N.C.G.S) and federal law.

Commented [VE2]: Narrow the first sentence to include language that applies to the policy only, which is consistent with what the Board of Commissioners' reviews/approves.

Commented [VE3]: Relevant, but left out of last update.

2.0 SCOPE

This policy applies to all County employees conducting purchases on behalf of Cumberland County. Any reference of "department head" throughout this policy is inclusive of the elected offices of the Register of Deeds and the Sheriff, as well as any interim assignments of department head responsibilities. Any reference to approval authority of the County Manager shall also apply to the County Manager's designee as authorized in writing by the County Manager in their absence.

3.0 POLICY

3.1 Local Preference Policy

Contracts for the provision of services in any amount and all contracts for the purchase of apparatus, materials, supplies and equipment in which the aggregate purchase price in any single contract is less than \$30,000 shall be awarded to local vendors or suppliers, to the greatest extent possible, in accordance with the further conditions set out herein.

Commented [VE4]: Policy language added to document authority based on practice that has been in place for many years.

Subsection 3 Policy No. 3-3 Local vendors or suppliers shall be those who demonstrate that they pay business personal or real property taxes and are either self-employed residents of Cumberland County or employ at least one resident of Cumberland County as an employee or officer of the contracting business entity.

3.2 Purchase Orders

All services and purchases in amounts of \$51,000 and more must have a purchase order prior to the purchase being made or the services being rendered. All purchases of goods in an amount greater than \$500 requires a written (electronic or printed) document (invoice, quote, proposal, etc.) with sale details prior to payment being made.

3.3 Purchases & Services

Less than \$51,000

Department heads shall authorize services or purchases of apparatus, supplies, materials or equipment up to \$4,999.99 without a purchase order if sufficient funds are budgeted and available within the department budget. Prior to the purchase, departments must ensure there is an appropriation authorizing the obligation and that sufficient funds will remain in the appropriation to pay the amounts that are expected to come due in the fiscal year in which the obligation is incurred.

\$51,000 - \$29,999.99

Department heads shall solicit proposals for services or purchases of apparatus, supplies, materials or equipment when the estimated cost is between \$54,000 - \$29,999.99. County Purchasing will review the purchase upon receipt of requisition to ensure compliance with County policies. County Purchasing may elect to solicit additional proposals on a random basis or if experience has revealed that a more favorable price is available as determined necessary and appropriate by the Finance Director.

3.4 Purchases of apparatus, supplies, materials, or equipment

\$30,000 - \$89,999,99

Informal bids are required for any purchase of apparatus, supplies, materials, or equipment that requires an expenditure of \$30,000 - \$89,999.99. Departments shall submit specifications to County Purchasing for purchases in this category. except for Exemptions: purchases that qualify under the Competitive Bidding Exceptions as per N.C.G.S 143-129(e). Departments shall submit specifications to County Purchasing for purchases in this category.

\$90,000 and Above

Formal bids are required for any purchase of apparatus, supplies, materials, or equipment in amounts of \$90,000 or more, with the exception of purchases that qualify under the Competitive Bidding Exceptions as per N.C.G.S 143-129(e). Departments shall submit specifications to County Purchasing for purchases in this category. The County Manager must approve bid awards in amounts between \$90,000 - \$99,999.99. The Board of Commissioners must approve bid awards in amounts of \$100,000 or greater. Bids for engineering and construction must comply with North Carolina General Statutes.

Subsection 3 Policy No. 3-3 Commented [VE5]: Increase the purchase order threshold from \$1,000 to \$5,000 to allow for more flexibility while continuing to require a level of competitive pricing to occur. The \$5,000 threshold is consistent with many local governments throughout NC who choose to implement thresholds that are more restrictive than state statute. This increase will provide greater efficiencies in processing lower dollar transactions.

Commented [VE6]: Cleaning up language to be consistent with practice and general accounting standards.

Commented [VE7]: Change in threshold to be consistent with \$5,000 in Section 3.2.

Commented [VE8]: Change in threshold to be consistent with \$5,000 in Section 3.2.

Commented [VE9]: Change in threshold to be consistent with \$5,000 in Section 3.2.

Commented [VE10]: Changing language to authorize the Finance Director to determine when additional proposals will be solicited

Commented [VE11]: Changing the order of these sentences to provide clarity.

Commented [VE12]: Changing the order of these sentences to provide clarity.

Commented [VE13]: Adding language to be consistent with practice.

Exemptions: purchases that qualify under the Competitive Bidding Exceptions as per N.C.G.S 143-129(e).

Bid award is not a substitution for receiving contract approval in accordance with the dollar thresholds established within this policy or as further delegated by the Board of Commissioners.

3.5 Purchase of Services

\$30,000 and Above

An Informal RFP process is required for services estimated to cost \$30,000 or more. County Purchasing will review the proposal upon receipt of requisition to ensure compliance with county policies. County Purchasing may elect to solicit additional proposals on a random basis or if experience has revealed that a more favorable price is available, as determined necessary and appropriate by the Finance Director.

3.6 Procurement Cards

The procurement card program was established to provide a more rapid turnaround of requisitions for low dollar value goods, and to reduce paperwork and handling costs. Procurement cardholders may initiate transactions in person, or by telephone, within the established limits of these procedures. Department heads may designate individuals to receive procurement cards. Prior to signing for a procurement card and annually thereafter, procurement cardholders must attend a class conducted by County Purchasing addressing the guidelines involved in the responsibility associated with the card. To ensure pre-audit requirement compliance, funds for each department's estimated procurement card charges shall be encumbered at the beginning of each fiscal year.

3.7 Contracts

A contract is an agreement stating the obligations and benefits arising out of a transaction between the County and at least one other party. A contract must be signed by the County and all other parties to the contract. The contract, in its final form, requires review for legal sufficiency approval prior to consideration for approval/signature. All contracts for expenditures, in amounts of \$50,000 or more require County Manager signature. Contracts resulting from a formal bid process for expenditures in amounts of \$100,000 or more require the Chairman to the Board of Commissioners signature, after Board approval. Contracts with a total amount less than \$50,000 may be signed by the Department head.

These signature requirements pertain to all contracts in which the county is obligated to expend funds of \$5,000 and above, even if the funds have been approved by the Board of Commissioners in the original budget. Digital signatures by vendors or non-County personnel are permitted on contracts when there is legal authentication attached to the signatures and when the digital signature system being utilized provides system integrity in the process to ensure the signed document has not been altered in transit. Digital signatures by County personnel will be permitted pursuant to a system and/or process approved by the County Manager.

Commented [VE14]: Changing the order of these sentences to provide clarity.

Commented [VE15]: Clarifying that bid award needs to be a separate action from contract approval.

Commented [VE16]: Changing language to authorize the Finance Director to determine when additional proposals will be solicited.

Commented [VE17]: Strengthening the initial training requirement to now include annual training.

Commented [VE18]: Adding language to clarify what constitutes a contract and that review for legal sufficiency approval is required prior to obtaining required signatures. This is a change to current practice and is being done at the request of the Chair to the Board of Commissioners.

Commented [VE19]: Setting the minimum threshold for a contract to be \$5,000 which is consistent with the new threshold for a purchase order.

Commented [VE20]: Adding language to allow for digital signatures from vendors when certain conditions are met and adding language to allow for digital signatures for County personnel once an electronic signature system has been implemented as approved by the County Manager.

The Board of Commissioners must approve all interlocal agreements, regardless of the dollar amount. The action approving the agreement must be recorded within the minutes of the Board of Commissioners' meeting.

If an amendment to the original contract occurs, an equivalent position to the original contract signor must also sign the amendment, regardless of the original contract dollar amount or method of award. Any delegation of authority to execute contract changes to engineering and construction contracts must be stated in writing within the original contractual agreement.

Contracts funded with federal grant or loan funds must be procured in a manner that conforms with all applicable Federal laws, policies, and standards, including those under the Uniform Guidance (2 C.F.R. Part 200). See the Addendum following section 4.0 of this policy for the Uniform Guidance Procurement Policy.

3.8 Federal and State Law Compliance

Federal law and North Carolina general statues allow local policy to be more restrictive. When comparing federal, state, and local procurement requirements to implement federal programs or grants, the most restrictive requirement shall be applied. This policy is more restrictive regarding bid requirements of services and dollar thresholds for contractual signatures in comparison to state statute requirements. Periodically, legislation results in changes to law and/or general statutes. This policy shall be automatically updated upon changes in general statutes referenced within this policy, except for bid requirements of services and dollar thresholds for contractual signatures. The General Statutes referenced in this policy are incorporated by reference, and changes in the referenced General Statutes are also incorporated herein as if set out in full.

4.0 IMPLEMENTATION

The Finance Director is responsible for implementing and enforcing this Policy and to interpret it consistent with its spirit and intent, fiscal prudence and accountability. The Finance Director is authorized to prescribe additional administrative instructions for implementing the above policy.

ADDENDUM

Uniform Guidance Procurement Policy for North Carolina Local Governments

I. Purpose

The purpose of this Policy is to establish guidelines that meet or exceed the procurement requirements for purchases of goods (apparatus, supplies, materials, and equipment), services, and construction or repair projects when federal funds are being used in whole or in part to pay for the cost of the contract.

Subsection 3 Policy No. 3-3 Commented [VE21]: Adding language to clarify what actions must be taken for approval of interlocal agreements, regardless of the dollar threshold.

Commented [VE22]: Adding language to clarify approvals that must be in place for contract amendments/change orders.

Commented [VE23]: Cleaning up the language to provide clarity.

II. Policy

A. Application of Policy. This policy applies to contracts for purchases, services, and construction or repair work funded with federal financial assistance (direct or reimbursed). The requirements of this Policy also apply to any subrecipient of the funds.

All federally funded projects, loans, grants, and sub-grants, whether funded in part or wholly, are subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for federal awards (Uniform Guidance) codified at 2 C.F.R. Part 200 unless otherwise directed in writing by the federal agency or state pass-through agency that awarded the funds.

- B. Compliance with Federal Law. All procurement activities involving the expenditure of federal funds must be conducted in compliance with the Procurement Standards codified in 2 C.F.R. § 200.317 through § 200-326 unless otherwise directed in writing by the federal agency or state pass-through agency that awarded the funds. Cumberland County will follow all applicable local, state, and federal procurement requirements when expending federal funds. Should the County have more stringent requirements, the most restrictive requirement shall apply so long as it is consistent with state and federal law.
- C. Contract Award. All contracts shall be awarded only to the lowest responsive responsible bidder possessing the ability to perform successfully under the terms and conditions of the contract.
- D. No Evasion. No contract may be divided to bring the cost under bid thresholds or to evade any requirements under this Policy or state and federal law.
- E. Contract Requirements. All contracts paid for in whole or in part with federal funds shall be in writing. The written contract must include or incorporate by reference the provisions required under 2 C.F.R § 200.326 and as provided for under 2 C.F.R. Part 200, Appendix II.
- F. Contractors' Conflict of Interest. Designers, suppliers, and contractors that assist in the development or drafting of specifications, requirements, statements of work, invitation for bids or requests for proposals shall be excluded from competing for such requirements.
- G. Approval and Modification. The administrative procedures contained in this Policy are administrative and may be changed as necessary at the staff level to comply with state and federal law.

III. General Procurement Standards and Procedures:

Either the Purchasing Department or the Requesting Department shall procure all contracts in accordance with the requirements of this Section of the Policy.

- A. Necessity. Purchases must be necessary to perform the scope of work and must avoid acquisition of unnecessary or duplicative items. The Purchasing Department and/or the Requesting Department should check with the federal surplus property agency prior to buying new items when feasible and less expensive. Strategic sourcing should be considered with other departments and/or agencies who have similar needs to consolidate procurements and services to obtain better pricing.
- B. Clear Specifications. All solicitations must incorporate a clear and accurate description of the technical requirements for the materials, products, or services to be procured, and shall include all other requirements which bidders must fulfill and all other factors to be used in evaluating bids or proposals. Technical requirements must not contain features that restrict competition.
- C. Notice of Federal Funding. All bid solicitations must acknowledge the use of federal funding for the contract. In addition, all prospective bidders or offerors must acknowledge that funding is contingent upon compliance with all terms and conditions of the funding award.
- D. Compliance by Contractors. All solicitations shall inform prospective contractors that they must comply with all applicable federal laws, regulations, executive orders, and terms and conditions of the funding award.
- E. Fixed Price. Solicitations must state that bidders shall submit bids on a fixed price basis and that the contract shall be awarded on this basis unless otherwise provided for in this Policy. Cost plus percentage of cost contracts are prohibited. Time and materials contracts are prohibited in most circumstances. Time and materials contracts will not be used unless no other form of contract is suitable and the contract includes a "Not to Exceed" amount. A time and materials contract shall not be awarded without express written permission of the federal agency or state pass-through agency that awarded the funds.
- F. Use of Brand Names. When possible, performance or functional specifications are preferred to allow for more competition leaving the determination of how the reach the required result to the contractor. Brand names may be used only when it is impractical or uneconomical to write a clear and accurate description of the requirement(s). When a brand name is listed, it is used as reference only and "or equal" must be included in the description.
- G. Lease versus Purchase. Under certain circumstances, it may be necessary to perform an analysis of lease versus purchase alternatives to determine the most economical approach.
- H. Dividing Contract for Minority/Women Business Enterprises (M/WBE) Participation. If economically feasible, procurements may be divided into smaller components to allow maximum participation of small and minority businesses and women business enterprises. The procurement cannot be divided to bring the cost under bid thresholds or to evade any requirements under this Policy.

- I. Documentation. Documentation must be maintained by the Purchasing Department and/or the Requesting Department detailing the history of all procurements. The documentation should include the procurement method used, contract type, basis for contractor selection, price, sources solicited, public notices, cost analysis, bid documents, addenda, amendments, contractor's responsiveness, notice of award, copies of notices to unsuccessful bidders or offerors, record of protests or disputes, bond documents, notice to proceed, purchase order, and contract. All documentation relating to the award of any contract must be made available to the granting agency upon request.
- J. Cost Estimate. For all procurements costing \$250,000 or more, the Purchasing Department and/or Requesting Department shall develop an estimate of the cost of the procurement prior to soliciting bids. Cost estimates may be developed by reviewing prior contract costs, online review of similar products or services, or other means by which a good faith cost estimate may be obtained. Cost estimates for construction and repair contracts may be developed by the project designer.
- K. Contract Requirements. The Requesting Department must prepare a written contract incorporating the provisions referenced in Section II.C of this Policy.
- L. Debarment. No contract shall be awarded to a contractor included on the federally debarred bidder's list.
- M. Contractor Oversight. The Requesting Department receiving the federal funding must maintain oversight of the contract to ensure that contractor is performing in accordance with the contract terms, conditions, and specifications.
- N. Open Competition. Solicitations shall be prepared in a way to be fair and provide open competition. The procurement process shall not restrict competition by imposing unreasonable requirements on bidders, including but not limited to unnecessary supplier experience, excessive or unnecessary bonding, specifying a brand name without allowing for "or equal" products, or other unnecessary requirements that have the effect of restricting competition.
- O. Geographic Preference. No contract shall be awarded on the basis of a geographic preference.

IV. Specific Procurement Procedures

Either the Purchasing Department or the Requesting Department shall solicit bids in accordance with the requirements under this Section of the Policy based on the type and cost of the contract.

- A. Service Contracts except for Architectural/Engineering (A/E) professional services and Purchase Contracts costing less than \$310,000 shall be procured using the Uniform Guidance "micro-purchase" procedure (2 C.F.R. § 200.320(a)) as follows:
 - The contract may be awarded without soliciting pricing or bids if the price of the goods or services is considered to be fair and reasonable.
 - 2. To the extent practicable, purchases must be distributed among qualified suppliers.

Subsection 3 Policy No. 3-3

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Commented [VE24]: Increasing the federal micropurchase threshold from \$10,000 to \$30,000 as allowed by federal law for low-risk auditees, to allow greater flexibility and to be consistent with state statute threshold. 2.3 The \$30,000 threshold for "micro-purchase" is allowed as long as the County qualifies as a low-risk auditee, in accordance with the criteria in \$200.520 according to the most recent audit, self-certifies annually, and maintains documentation to be made available to the Federal awarding agency and auditors upon request.

B. Service Contracts (except for A/E professional services) and Purchase Contracts costing \$310,000 up to \$90,000 shall be procured using the Uniform Guidance "small purchase" procedure (2 C.F.R. § 200.320(b)) as follows:

- Obtain price or rate quotes from an "adequate number" of qualified sources (a federal grantor agency might issue guidance interpreting "adequate number," so the Requesting Department should review the terms and conditions of the grant award documents to confirm whether specific guidance has been issued).
- Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as required under 2 C.F.R. § 200.321.

3. Cost or price analysis is not required prior to soliciting bids.

- Award the contract on a fixed-price basis (a not-to-exceed basis is permissible for service contracts where obtaining a fixed price is not feasible).
- 5. Award the contract to the lowest responsive, responsible bidder.
- C. Service Contracts (except for A/E professional services) and Purchase Contracts costing \$90,000 and above shall be procured using a combination of the most restrictive requirements of the Uniform Guidance "sealed bid" procedure (2 C.F.R. § 200.320(c)) and state formal bidding procedures (G.S. 143-129) as follows:

1. Cost or price analysis is required prior to soliciting bids.

- Complete specifications or purchase description must be made available to all bidders.
- 3. The bid must be formally advertised in a newspaper of general circulation for at least seven full days between the date of the advertisement and the date of the public bid opening. Electronic-only advertising must be authorized by the governing board. The advertisement must state the date, time, and location of the public bid opening, indicate where specifications may be obtained, and reserve to the governing board the right to reject any or all bids only for "sound documented reasons."
- Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as required under 2 C.F.R. § 200.321.
- 5. Open bids at the public bid opening on the date, time, and at the location noticed in the public advertisement. All bids must be submitted sealed. A minimum of 2 bids must be received in order to open all bids.
- 6. Award the contract to the lowest responsive, responsible bidder on a fixed-price basis. Governing board approval is required for purchase contracts unless the governing board has delegated award authority to an individual official or employee. Any and all bids may be rejected only for "sound documented reasons."
- D. Service Contracts (except for A/E professional services) costing \$250,000 and above may be procured using the Uniform Guidance "competitive proposal" procedure (2 C.F.R. § 200.320(d)) when the "sealed bid" procedure is not appropriate for the particular type of service being sought. The procedures are as follows:

Commented [VE25]: Same explanation as directly above.

Commented [VE26]: Same explanation as directly above.

1. A Request for Proposals (RFP) must be publicly advertised. Formal advertisement in a newspaper is not required so long as the method of advertisement will solicit proposals from an "adequate number" of qualified firms.

2. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as provided under 2 C.F.R. § 200.321.

3. Identify evaluation criteria and relative importance of each criteria (criteria weight) in the RFP.

4. Consider all responses to the publicized RFP to the maximum extent practical.

- Must have a written method for conducting technical evaluations of proposals and selecting the winning firm.
- Award the contract to the responsible firm with most advantageous proposal taking into account price and other factors identified in the RFP. Governing board approval is not required.
- 7. Award the contract on a fixed-price or cost-reimbursement basis.
- E. Construction and repair contracts costing less than \$310,000 shall be procured using the Uniform Guidance "micro-purchase" procedure (2 C.F.R. § 200.320(a)) as follows:
 - 1. The contract may be awarded without soliciting pricing or bids if the price of the goods or services is considered to be fair and reasonable.

2. To the extent practicable, contracts must be distributed among qualified suppliers.

2-3. The \$30,000 threshold for "micro-purchase" is allowed as long as the County qualifies as a low-risk auditee, in accordance with the criteria in \$200.520 according to the most recent audit, self-certifies annually, and maintains documentation to be made available to the Federal awarding agency and auditors upon request.

F. Construction and repair contracts costing \$310,000 up to \$250,000 shall be procured using the Uniform Guidance "small purchase" procedure (2 C.F.R. § 200.320(b)) as follows:

- 1. Obtain price or rate quotes from an "adequate number" of qualified sources (a federal grantor agency might issue guidance interpreting "adequate number," so the requesting department should review the terms and conditions of the grant award documents to confirm whether specific guidance has been issued).
- 2. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as required under 2 C.F.R. § 200.321.
- 3. Cost or price analysis is not required prior to soliciting bids, although price estimates may be provided by the project designer.

4. Award the contract on a fixed-price or not-to-exceed basis.

- Award the contract to the lowest responsive, responsible bidder. Governing board approval is not required.
- **G.** Construction and repair contracts <u>costing \$250,000 up to \$500,000</u> shall be procured using the Uniform Guidance "sealed bid" procedure (2 C.F.R. § 200.320(c)) as follows:
 - Cost or price analysis is required prior to soliciting bids (this cost estimate may be provided by the project designer).

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2. Complete specifications must be made available to all bidders.

Subsection 3 Policy No. 3-3 Commented [VE27]: Increasing the federal micropurchase threshold from \$10,000 to \$30,000 as allowed by federal law for low-risk auditees, to allow greater flexibility and to be consistent with state statute threshold.

Commented [VE28]: Same explanation as directly above.

Commented [VE29]: Same explanation as directly above.

3. Publicly advertise the bid solicitation for a period of time sufficient to give bidders notice of opportunity to submit bids (formal advertisement in a newspaper is not required so long as other means of advertising will provide sufficient notice of the opportunity to bid). The advertisement must state the date, time, and location of the public bid opening, and indicate where specifications may be obtained.

4. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as provided under 2 C.F.R. § 200.321.

- 5. Open the bids at the public bid opening on the date, time, and at the location noticed in the public advertisement. All bids must be submitted sealed. A minimum of 2 bids must be received in order to open all bids.
- A 5% bid bond is required of all bidders. Performance and payment bonds of 100% of the contract price is required of the winning bidder.

7. Award the contract on a firm fixed-price basis.

- Award the contract to the lowest responsive, responsible bidder. Governing board approval is not required. Any and all bids may be rejected only for "sound documented reasons."
- H. Construction and repair contracts costing \$500,000 and above shall be procured using a combination of the most restrictive requirements of the Uniform Guidance "sealed bid" procedure (2 C.F.R. § 200.320(c)) and state formal bidding procedures (G.S. 143-129) as follows:
 - Cost or price analysis is required prior to soliciting bids (this cost estimate should be provided by the project designer).

2. Complete specifications must be made available to all bidders.

3. Formally advertise the bid in a newspaper of general circulation for at least seven full days between the date of the advertisement and the date of the public bid opening. Electronic-only advertising must be authorized by the governing board. The advertisement must state the date, time, and location of the public bid opening, indicate where specifications may be obtained, and reserve to the governing board the right to reject any or all bids only for "sound documented reasons."

4. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as provided under 2 C.F.R. § 200.321.

- 5. Open the bids at the public bid opening on the date, time, and at the location noticed in the public advertisement. All bids must be submitted sealed and in paper form. A minimum of 3 bids must be received in order to open all bids.
- 6. A 5% bid bond is required of all bidders (a bid that does not include a bid bond cannot be counted toward the 3-bid minimum requirement). Performance and payment bonds of 100% of the contract price is required of the winning bidder.

7. Award the contract on a firm fixed-price basis.

- 8. Award the contract to the lowest responsive, responsible bidder. Governing board approval is required and cannot be delegated. The governing board may reject and all bids only for "sound documented reasons."
- Construction or repair contracts involving a building costing \$300,000 and above
 must comply with the following additional requirements under state law:
 - 1. Formal HUB (historically underutilized business) participation required under G.S. 143-128.2, including local government outreach efforts and bidder good faith efforts, shall apply.

Subsection 3 Policy No. 3-3

- 2. Separate specifications shall be drawn for the HVAC, electrical, plumbing, and general construction work as required under G.S. 143-128(a).
- 3. The project shall be bid using a statutorily authorized bidding method (separate-prime, single-prime, or dual bidding) as required under G.S. 143-129(a1).
- J. Contracts for Architectural and Engineering Services costing <u>under \$250,000</u> shall be procured using the state "Mini-Brooks Act" requirements (G.S. 143-64.31) as follows:
 - Issue a Request for Qualifications (RFQ) to solicit qualifications from qualified firms (formal advertisement in a newspaper is not required). Price (other than unit cost) shall not be solicited in the RFQ.
 - 2. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as provided for under 2 C.F.R. § 200.321,
 - 3. Evaluate the qualifications of respondents based on the evaluation criteria developed by the Purchasing Department and/or Requesting Department.
 - Rank respondents based on qualifications and select the best qualified firm. Price cannot be a factor in the evaluation. Preference may be given to in-state (but not local) firms.
 - Negotiate fair and reasonable compensation with the best qualified firm. If negotiations are not successfully, repeat negotiations with the second-best qualified firm.
 - Award the contract to best qualified firm with whom fair and reasonable compensation has been successfully negotiated. Governing board approval is not required.
- K. Contracts for Architectural and Engineering Services costing \$250,000 or more shall be procured using the Uniform Guidance "competitive proposal" procedure (2 C.F.R. § 200,320(d)(5)) as follows:
 - Publicly advertise a Request for Qualifications (RFQ) to solicit qualifications from qualified firms (formal advertisement in a newspaper is not required). Price (other than unit cost) shall not be solicited in the RFQ.
 - Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as provided under 2 C.F.R. § 200.321.
 - Identify the evaluation criteria and relative importance of each criteria (the criteria weight) in the RFQ.
 - Proposals must be solicited from an "adequate number of qualified sources" (an individual federal grantor agency may issue guidance interpreting "adequate number").
 - Must have a written method for conducting technical evaluations of proposals and selecting the best qualified firm.
 - 6. Consider all responses to the publicized RFQ to the maximum extent practical.
 - 7. Evaluate qualifications of respondents to rank respondents and select the most qualified firm. Preference may be given to in-state (but not local) firms provided that granting the preference leaves an appropriate number of qualified firms to compete for the contract given the nature and size of the project.
 - 8. Price cannot be a factor in the initial selection of the most qualified firm.
 - Once the most qualified firm is selected, negotiate fair and reasonable compensation. If negotiations are not successfully, repeat negotiations with the second-best qualified firm.

 Award the contract to best qualified firm with whom fair and reasonable compensation has been successfully negotiated. Governing board approval is not required.

V. Exceptions

Non-competitive contracts are allowed *only* under the following conditions and with the written approval of the federal agency or state pass-through agency that awarded the federal funds:

- A. Sole Source. A contract may be awarded without competitive bidding when the item is available from only one source. The Purchasing Department and/or Requesting Department shall document the justification for and lack of available competition for the item. A sole source contract must be approved by the governing board.
- **B. Public Exigency.** A contract may be awarded without competitive bidding when there is a public exigency. A public exigency exists when there is an imminent or actual threat to public health, safety, and welfare, and the need for the item will not permit the delay resulting from a competitive bidding.
- C. Inadequate Competition. A contract may be awarded without competitive bidding when competition is determined to be inadequate after attempts to solicit bids from a number of sources as required under this Policy does not result in a qualified winning bidder.
- D. Federal Contract. A contract may be awarded without competitive bidding when the purchase is made from a federal contract available on the U.S. General Services Administration schedules of contracts.
- E. Awarding Agency Approval. A contract may be awarded without competitive bidding with the express written authorization of the federal agency or state pass-through agency that awarded the federal funds so long as awarding the contract without competition is consistent with state law.

<END>

Cumberland County

Section I – Board Approved Policies

Subsection 3: Cumberland County Financial / Audit

Policy No. 3-3: Purchasing Policy

The following policy was originally adopted on June 21, 1999 by the Board of Commissioners. This policy was amended on February 25, 2002, November 1, 2010, June 5, 2017, June 18, 2018, August 6, 2018, and June 21, 2021 by the Board of Commissioners.

1.0 PURPOSE

This policy is established to ensure the fair and equitable treatment of all persons involved in public purchasing, to maximize the purchasing value of public funds in procurement, and to provide safeguards for maintaining a procurement system of quality and integrity, in accordance with North Carolina General Statutes (N.C.G.S) and federal law.

2.0 SCOPE

This policy applies to all County employees conducting purchases on behalf of Cumberland County. Any reference of "department head" throughout this policy is inclusive of the elected offices of the Register of Deeds and the Sheriff, as well as any interim assignments of department head responsibilities. Any reference to approval authority of the County Manager shall also apply to the County Manager's designee as authorized in writing by the County Manager in their absence.

3.0 POLICY

3.1 Local Preference Policy

Contracts for the provision of services in any amount and all contracts for the purchase of apparatus, materials, supplies and equipment in which the aggregate purchase price in any single contract is less than \$30,000 shall be awarded to local vendors or suppliers, to the greatest extent possible, in accordance with the further conditions set out herein.

Local vendors or suppliers shall be those who demonstrate that they pay business personal or real property taxes and are either self-employed residents of Cumberland County or employ at least one resident of Cumberland County as an employee or officer of the contracting business entity.

3.2 Purchase Orders

All services and purchases in amounts of \$5,000 and more must have a purchase order prior to the purchase being made or the services being rendered. All purchases require a written (electronic or printed) document (invoice, quote, proposal, etc.) with sale details prior to payment being made.

3.3 Purchases & Services

Less than \$5,000

Department heads shall authorize services or purchases of apparatus, supplies, materials or equipment up to \$4,999.99 without a purchase order if sufficient funds are budgeted and available within the department budget. Prior to the purchase, departments must ensure there is an appropriation authorizing the obligation and that sufficient funds will remain in the appropriation to pay the amounts that are expected to come due in the fiscal year in which the obligation is incurred.

\$5,000 - \$29,999.99

Department heads shall solicit proposals for services or purchases of apparatus, supplies, materials or equipment when the estimated cost is between \$5,000 - \$29,999.99. County Purchasing will review the purchase upon receipt of requisition to ensure compliance with County policies. County Purchasing may solicit additional proposals as determined necessary and appropriate by the Finance Director.

3.4 Purchases of apparatus, supplies, materials, or equipment

\$30,000 - \$89,999.99

Informal bids are required for any purchase of apparatus, supplies, materials, or equipment that requires an expenditure of \$30,000 - \$89,999.99. Departments shall submit specifications to County Purchasing for purchases in this category. Exemptions: purchases that qualify under the Competitive Bidding Exceptions as per N.C.G.S 143-129(e).

\$90,000 and Above

Formal bids are required for any purchase of apparatus, supplies, materials, or equipment in amounts of \$90,000 or more. Departments shall submit specifications to County Purchasing for purchases in this category. The County Manager must approve bid awards in amounts between \$90,000 - \$99,999.99. The Board of Commissioners must approve bid awards in amounts of \$100,000 or greater. Bids for engineering and construction must comply with North Carolina General Statutes. Exemptions: purchases that qualify under the Competitive Bidding Exceptions as per N.C.G.S 143-129(e).

Bid award is not a substitution for receiving contract approval in accordance with the dollar thresholds established within this policy or as further delegated by the Board of Commissioners.

3.5 Purchase of Services

\$30,000 and Above

An Informal RFP process is required for services estimated to cost \$30,000 or more. County Purchasing will review the proposal upon receipt of requisition to ensure compliance with county policies. County Purchasing may solicit additional proposals as determined necessary and appropriate by the Finance Director.

3.6 Procurement Cards

The procurement card program was established to provide a more rapid turnaround of requisitions for low dollar value goods, and to reduce paperwork and handling costs. Procurement cardholders may initiate transactions in person, or by telephone, within the established limits of these procedures. Department heads may designate individuals to receive procurement cards. Prior to signing for a procurement card and annually thereafter, procurement cardholders must attend a class conducted by County Purchasing addressing the guidelines involved in the responsibility associated with the card. To ensure pre-audit requirement compliance, funds for each department's estimated procurement card charges shall be encumbered at the beginning of each fiscal year.

3.7 Contracts

A contract is an agreement stating the obligations and benefits arising out of a transaction between the County and at least one other party. A contract must be signed by the County and all other parties to the contract. The contract, in its final form, requires review for legal sufficiency approval **prior to** consideration for approval/signature. All contracts for expenditures, in amounts of \$50,000 or more require County Manager signature. Contracts **resulting from a formal bid process** for expenditures in amounts of \$100,000 or more require the Chair to the Board of Commissioners signature, after Board approval. Contracts with a total amount less than \$50,000 may be signed by the Department head.

These signature requirements pertain to all contracts in which the county is obligated to expend funds of \$5,000 and above, even if the funds have been approved by the Board of Commissioners in the original budget. Digital signatures by vendors or non-County personnel are permitted on contracts when there is legal authentication attached to the signatures and when the digital signature system being utilized provides system integrity in the process to ensure the signed document has not been altered in transit. Digital signatures by County personnel will be permitted pursuant to a system and/or process approved by the County Manager.

The Board of Commissioners must approve all interlocal agreements, regardless of the dollar amount. The action approving the agreement must be recorded within the minutes of the Board of Commissioners' meeting.

If an amendment to the original contract occurs, an equivalent position to the original contract signor must also sign the amendment, regardless of the original contract dollar amount or method of award. Any delegation of authority to execute contract changes to engineering and construction contracts must be stated in writing within the original contractual agreement.

Contracts funded with federal grant or loan funds must be procured in a manner that conforms with all applicable Federal laws, policies, and standards, including those under the Uniform Guidance (2 C.F.R. Part 200). See the Addendum following section 4.0 of this policy for the Uniform Guidance Procurement Policy.

3.8 Federal and State Law Compliance

Federal law and North Carolina general statues allow local policy to be more restrictive. When comparing federal, state, and local procurement requirements to implement federal programs or grants, the most restrictive requirement shall be applied. This policy is more restrictive regarding bid requirements of services and dollar thresholds for contractual signatures in comparison to state statute requirements. Periodically, legislation results in changes to law and/or general statutes. The General Statutes referenced in this policy are incorporated by reference, and changes in the referenced General Statutes are also incorporated herein as if set out in full.

4.0 <u>IMPLEMENTATION</u>

The Finance Director is responsible for implementing and enforcing this Policy and to interpret it consistent with its spirit and intent, fiscal prudence and accountability. The Finance Director is authorized to prescribe additional administrative instructions for implementing the above policy.

ADDENDUM

Uniform Guidance Procurement Policy for North Carolina Local Governments

I. Purpose

The purpose of this Policy is to establish guidelines that meet or exceed the procurement requirements for purchases of goods (apparatus, supplies, materials, and equipment), services, and construction or repair projects when federal funds are being used in whole or in part to pay for the cost of the contract.

II. Policy

A. **Application of Policy.** This policy applies to contracts for purchases, services, and construction or repair work funded with federal financial assistance (direct or reimbursed). The requirements of this Policy also apply to any subrecipient of the funds.

All federally funded projects, loans, grants, and sub-grants, whether funded in part or wholly, are subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for federal awards (Uniform Guidance) codified at 2 C.F.R. Part 200 unless otherwise directed in writing by the federal agency or state pass-through agency that awarded the funds.

- B. Compliance with Federal Law. All procurement activities involving the expenditure of federal funds must be conducted in compliance with the Procurement Standards codified in 2 C.F.R. § 200.317 through § 200-326 unless otherwise directed in writing by the federal agency or state pass-through agency that awarded the funds. Cumberland County will follow all applicable local, state, and federal procurement requirements when expending federal funds. Should the County have more stringent requirements, the most restrictive requirement shall apply so long as it is consistent with state and federal law.
- C. Contract Award. All contracts shall be awarded only to the lowest responsive responsible bidder possessing the ability to perform successfully under the terms and conditions of the contract.
- D. **No Evasion.** No contract may be divided to bring the cost under bid thresholds or to evade any requirements under this Policy or state and federal law.
- E. Contract Requirements. All contracts paid for in whole or in part with federal funds shall be in writing. The written contract must include or incorporate by reference the provisions required under 2 C.F.R § 200.326 and as provided for under 2 C.F.R. Part 200, Appendix II.
- F. Contractors' Conflict of Interest. Designers, suppliers, and contractors that assist in the development or drafting of specifications, requirements, statements of work, invitation for bids or requests for proposals shall be excluded from competing for such requirements.
- G. **Approval and Modification.** The administrative procedures contained in this Policy are administrative and may be changed as necessary at the staff level to comply with state and federal law.

III. General Procurement Standards and Procedures:

Either the Purchasing Department or the Requesting Department shall procure all contracts in accordance with the requirements of this Section of the Policy.

- A. Necessity. Purchases must be necessary to perform the scope of work and must avoid acquisition of unnecessary or duplicative items. The Purchasing Department and/or the Requesting Department should check with the federal surplus property agency prior to buying new items when feasible and less expensive. Strategic sourcing should be considered with other departments and/or agencies who have similar needs to consolidate procurements and services to obtain better pricing.
- **B.** Clear Specifications. All solicitations must incorporate a clear and accurate description of the technical requirements for the materials, products, or services to be procured, and shall include all other requirements which bidders must fulfill and all other factors to be used in evaluating bids or proposals. Technical requirements must not contain features that restrict competition.

- C. Notice of Federal Funding. All bid solicitations must acknowledge the use of federal funding for the contract. In addition, all prospective bidders or offerors must acknowledge that funding is contingent upon compliance with all terms and conditions of the funding award.
- **D.** Compliance by Contractors. All solicitations shall inform prospective contractors that they must comply with all applicable federal laws, regulations, executive orders, and terms and conditions of the funding award.
- **Fixed Price.** Solicitations must state that bidders shall submit bids on a fixed price basis and that the contract shall be awarded on this basis unless otherwise provided for in this Policy. Cost plus percentage of cost contracts are prohibited. Time and materials contracts are prohibited in most circumstances. Time and materials contracts will not be used unless no other form of contract is suitable and the contract includes a "Not to Exceed" amount. A time and materials contract shall not be awarded without express written permission of the federal agency or state passthrough agency that awarded the funds.
- Use of Brand Names. When possible, performance or functional specifications are preferred to allow for more competition leaving the determination of how the reach the required result to the contractor. Brand names may be used only when it is impractical or uneconomical to write a clear and accurate description of the requirement(s). When a brand name is listed, it is used as reference only and "or equal" must be included in the description.
- G. Lease versus Purchase. Under certain circumstances, it may be necessary to perform an analysis of lease versus purchase alternatives to determine the most economical approach.
- H. Dividing Contract for Minority/Women Business Enterprises (M/WBE) **Participation.** If economically feasible, procurements may be divided into smaller components to allow maximum participation of small and minority businesses and women business enterprises. The procurement cannot be divided to bring the cost under bid thresholds or to evade any requirements under this Policy.
- **Documentation.** Documentation must be maintained by the Purchasing Department and/or the Requesting Department detailing the history of all procurements. The documentation should include the procurement method used, contract type, basis for contractor selection, price, sources solicited, public notices, cost analysis, bid documents, addenda, amendments, contractor's responsiveness, notice of award, copies of notices to unsuccessful bidders or offerors, record of protests or disputes, bond documents, notice to proceed, purchase order, and contract. All documentation relating to the award of any contract must be made available to the granting agency upon request.
- Cost Estimate. For all procurements costing \$250,000 or more, the Purchasing Department and/or Requesting Department shall develop an estimate of the cost of the procurement prior to soliciting bids. Cost estimates may be developed by reviewing prior contract costs, online review of similar products or services, or other means by

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which a good faith cost estimate may be obtained. Cost estimates for construction and repair contracts may be developed by the project designer.

- **K.** Contract Requirements. The Requesting Department must prepare a written contract incorporating the provisions referenced in Section II.C of this Policy.
- L. **Debarment.** No contract shall be awarded to a contractor included on the federally debarred bidder's list.
- M. Contractor Oversight. The Requesting Department receiving the federal funding must maintain oversight of the contract to ensure that contractor is performing in accordance with the contract terms, conditions, and specifications.
- N. Open Competition. Solicitations shall be prepared in a way to be fair and provide open competition. The procurement process shall not restrict competition by imposing unreasonable requirements on bidders, including but not limited to unnecessary supplier experience, excessive or unnecessary bonding, specifying a brand name without allowing for "or equal" products, or other unnecessary requirements that have the effect of restricting competition.
- **O. Geographic Preference.** No contract shall be awarded on the basis of a geographic preference.

IV. Specific Procurement Procedures

Either the Purchasing Department or the Requesting Department shall solicit bids in accordance with the requirements under this Section of the Policy based on the type and cost of the contract.

- **A.** Service Contracts except for Architectural/Engineering (A/E) professional services and Purchase Contracts costing less than \$30,000 shall be procured using the Uniform Guidance "micro-purchase" procedure (2 C.F.R. § 200.320(a)) as follows:
 - 1. The contract may be awarded without soliciting pricing or bids if the price of the goods or services is considered to be fair and reasonable.
 - 2. To the extent practicable, purchases must be distributed among qualified suppliers.
 - 3. The \$30,000 threshold for "micro-purchase" is allowed as long as the County qualifies as a low-risk auditee, in accordance with the criteria in \$200.520 according to the most recent audit, self-certifies annually, and maintains documentation to be made available to the Federal awarding agency and auditors upon request.
- **B.** Service Contracts (except for A/E professional services) and Purchase Contracts costing \$30,000 up to \$90,000 shall be procured using the Uniform Guidance "small purchase" procedure (2 C.F.R. § 200.320(b)) as follows:
 - 1. Obtain price or rate quotes from an "adequate number" of qualified sources (a federal grantor agency might issue guidance interpreting "adequate number," so the Requesting Department should review the terms and conditions of the grant award documents to confirm whether specific guidance has been issued).

- 2. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as required under 2 C.F.R. § 200.321.
- 3. Cost or price analysis is not required prior to soliciting bids.
- 4. Award the contract on a fixed-price basis (a not-to-exceed basis is permissible for service contracts where obtaining a fixed price is not feasible).
- 5. Award the contract to the lowest responsive, responsible bidder.
- C. Service Contracts (except for A/E professional services) and Purchase Contracts costing \$90,000 and above shall be procured using a combination of the most restrictive requirements of the Uniform Guidance "sealed bid" procedure (2 C.F.R. § 200.320(c)) and state formal bidding procedures (G.S. 143-129) as follows:
 - 1. Cost or price analysis is required prior to soliciting bids.
 - 2. Complete specifications or purchase description must be made available to all bidders.
 - 3. The bid must be formally advertised in a newspaper of general circulation for at least seven full days between the date of the advertisement and the date of the public bid opening. Electronic-only advertising must be authorized by the governing board. The advertisement must state the date, time, and location of the public bid opening, indicate where specifications may be obtained, and reserve to the governing board the right to reject any or all bids only for "sound documented reasons."
 - 4. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as required under 2 C.F.R. § 200.321.
 - 5. Open bids at the public bid opening on the date, time, and at the location noticed in the public advertisement. All bids must be submitted sealed. A minimum of 2 bids must be received in order to open all bids.
 - 6. Award the contract to the lowest responsive, responsible bidder on a fixed-price basis. Governing board approval is required for purchase contracts unless the governing board has delegated award authority to an individual official or employee. Any and all bids may be rejected only for "sound documented reasons."
- **D.** Service Contracts (except for A/E professional services) costing \$250,000 and above may be procured using the Uniform Guidance "competitive proposal" procedure (2 C.F.R. § 200.320(d)) when the "sealed bid" procedure is not appropriate for the particular type of service being sought. The procedures are as follows:
 - 1. A Request for Proposals (RFP) must be publicly advertised. Formal advertisement in a newspaper is not required so long as the method of advertisement will solicit proposals from an "adequate number" of qualified firms.
 - 2. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as provided under 2 C.F.R. § 200.321.
 - 3. Identify evaluation criteria and relative importance of each criteria (criteria weight) in the RFP.
 - 4. Consider all responses to the publicized RFP to the maximum extent practical.
 - 5. Must have a written method for conducting technical evaluations of proposals and selecting the winning firm.
 - 6. Award the contract to the responsible firm with most advantageous proposal taking into account price and other factors identified in the RFP. Governing board approval is not required.
 - 7. Award the contract on a fixed-price or cost-reimbursement basis.

- **E.** Construction and repair contracts costing less than \$30,000 shall be procured using the Uniform Guidance "micro-purchase" procedure (2 C.F.R. § 200.320(a)) as follows:
 - 1. The contract may be awarded without soliciting pricing or bids if the price of the goods or services is considered to be fair and reasonable.
 - 2. To the extent practicable, contracts must be distributed among qualified suppliers.
 - 3. The \$30,000 threshold for "micro-purchase" is allowed as long as the County qualifies as a low-risk auditee, in accordance with the criteria in \$200.520 according to the most recent audit, self-certifies annually, and maintains documentation to be made available to the Federal awarding agency and auditors upon request.
- **F.** Construction and repair contracts costing \$30,000 up to \$250,000 shall be procured using the Uniform Guidance "small purchase" procedure (2 C.F.R. § 200.320(b)) as follows:
 - 1. Obtain price or rate quotes from an "adequate number" of qualified sources (a federal grantor agency might issue guidance interpreting "adequate number," so the requesting department should review the terms and conditions of the grant award documents to confirm whether specific guidance has been issued).
 - 2. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as required under 2 C.F.R. § 200.321.
 - 3. Cost or price analysis is not required prior to soliciting bids, although price estimates may be provided by the project designer.
 - 4. Award the contract on a fixed-price or not-to-exceed basis.
 - 5. Award the contract to the lowest responsive, responsible bidder. Governing board approval is not required.
- **G.** Construction and repair contracts costing \$250,000 up to \$500,000 shall be procured using the Uniform Guidance "sealed bid" procedure (2 C.F.R. § 200.320(c)) as follows:
 - 1. Cost or price analysis is required prior to soliciting bids (this cost estimate may be provided by the project designer).
 - 2. Complete specifications must be made available to all bidders.
 - 3. Publicly advertise the bid solicitation for a period of time sufficient to give bidders notice of opportunity to submit bids (formal advertisement in a newspaper is not required so long as other means of advertising will provide sufficient notice of the opportunity to bid). The advertisement must state the date, time, and location of the public bid opening, and indicate where specifications may be obtained.
 - 4. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as provided under 2 C.F.R. § 200.321.
 - 5. Open the bids at the public bid opening on the date, time, and at the location noticed in the public advertisement. All bids must be submitted sealed. A minimum of 2 bids must be received in order to open all bids.
 - 6. A 5% bid bond is required of all bidders. Performance and payment bonds of 100% of the contract price is required of the winning bidder.
 - 7. Award the contract on a firm fixed-price basis.

- 8. Award the contract to the lowest responsive, responsible bidder. Governing board approval is not required. Any and all bids may be rejected only for "sound documented reasons."
- **H.** Construction and repair contracts costing \$500,000 and above shall be procured using a combination of the most restrictive requirements of the Uniform Guidance "sealed bid" procedure (2 C.F.R. § 200.320(c)) and state formal bidding procedures (G.S. 143-129) as follows:
 - 1. Cost or price analysis is required prior to soliciting bids (this cost estimate should be provided by the project designer).
 - 2. Complete specifications must be made available to all bidders.
 - 3. Formally advertise the bid in a newspaper of general circulation for at least seven full days between the date of the advertisement and the date of the public bid opening. Electronic-only advertising must be authorized by the governing board. The advertisement must state the date, time, and location of the public bid opening, indicate where specifications may be obtained, and reserve to the governing board the right to reject any or all bids only for "sound documented reasons."
 - 4. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as provided under 2 C.F.R. § 200.321.
 - 5. Open the bids at the public bid opening on the date, time, and at the location noticed in the public advertisement. All bids must be submitted sealed and in paper form. A minimum of 3 bids must be received in order to open all bids.
 - 6. A 5% bid bond is required of all bidders (a bid that does not include a bid bond cannot be counted toward the 3-bid minimum requirement). Performance and payment bonds of 100% of the contract price is required of the winning bidder.
 - 7. Award the contract on a firm fixed-price basis.
 - 8. Award the contract to the lowest responsive, responsible bidder. Governing board approval is required and cannot be delegated. The governing board may reject and all bids only for "sound documented reasons."
- I. Construction or repair contracts involving a building costing \$300,000 and above must comply with the following additional requirements under state law:
 - 1. Formal HUB (historically underutilized business) participation required under G.S. 143-128.2, including local government outreach efforts and bidder good faith efforts, shall apply.
 - 2. Separate specifications shall be drawn for the HVAC, electrical, plumbing, and general construction work as required under G.S. 143-128(a).
 - 3. The project shall be bid using a statutorily authorized bidding method (separate-prime, single-prime, or dual bidding) as required under G.S. 143-129(a1).
- J. Contracts for Architectural and Engineering Services costing <u>under \$250,000</u> shall be procured using the state "Mini-Brooks Act" requirements (G.S. 143-64.31) as follows:
 - 1. Issue a Request for Qualifications (RFQ) to solicit qualifications from qualified firms (formal advertisement in a newspaper is not required). Price (other than unit cost) shall not be solicited in the RFQ.
 - 2. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as provided for under 2 C.F.R. § 200.321.

- 3. Evaluate the qualifications of respondents based on the evaluation criteria developed by the Purchasing Department and/or Requesting Department.
- 4. Rank respondents based on qualifications and select the best qualified firm. Price cannot be a factor in the evaluation. Preference may be given to in-state (but not local) firms.
- 5. Negotiate fair and reasonable compensation with the best qualified firm. If negotiations are not successfully, repeat negotiations with the second-best qualified firm.
- 6. Award the contract to best qualified firm with whom fair and reasonable compensation has been successfully negotiated. Governing board approval is not required.

K. Contracts for Architectural and Engineering Services costing \$250,000 or more shall be procured using the Uniform Guidance "competitive proposal" procedure (2 C.F.R. § 200.320(d)(5)) as follows:

- 1. Publicly advertise a Request for Qualifications (RFQ) to solicit qualifications from qualified firms (formal advertisement in a newspaper is not required). Price (other than unit cost) shall not be solicited in the RFQ.
- 2. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as provided under 2 C.F.R. § 200.321.
- 3. Identify the evaluation criteria and relative importance of each criteria (the criteria weight) in the RFQ.
- 4. Proposals must be solicited from an "adequate number of qualified sources" (an individual federal grantor agency may issue guidance interpreting "adequate number").
- 5. Must have a written method for conducting technical evaluations of proposals and selecting the best qualified firm.
- 6. Consider all responses to the publicized RFQ to the maximum extent practical.
- 7. Evaluate qualifications of respondents to rank respondents and select the most qualified firm. Preference may be given to in-state (but not local) firms provided that granting the preference leaves an appropriate number of qualified firms to compete for the contract given the nature and size of the project.
- 8. Price cannot be a factor in the initial selection of the most qualified firm.
- 9. Once the most qualified firm is selected, negotiate fair and reasonable compensation. If negotiations are not successfully, repeat negotiations with the second-best qualified firm.
- 10. Award the contract to best qualified firm with whom fair and reasonable compensation has been successfully negotiated. Governing board approval is not required.

V. <u>Exceptions</u>

Non-competitive contracts are allowed *only* under the following conditions and with the written approval of the federal agency or state pass-through agency that awarded the federal funds:

A. Sole Source. A contract may be awarded without competitive bidding when the item is available from only one source. The Purchasing Department and/or Requesting

Department shall document the justification for and lack of available competition for the item. A sole source contract must be approved by the governing board.

- **B. Public Exigency.** A contract may be awarded without competitive bidding when there is a public exigency. A public exigency exists when there is an imminent or actual threat to public health, safety, and welfare, and the need for the item will not permit the delay resulting from a competitive bidding.
- C. Inadequate Competition. A contract may be awarded without competitive bidding when competition is determined to be inadequate after attempts to solicit bids from a number of sources as required under this Policy does not result in a qualified winning bidder.
- **D.** Federal Contract. A contract may be awarded without competitive bidding when the purchase is made from a federal contract available on the U.S. General Services Administration schedules of contracts.
- **E. Awarding Agency Approval.** A contract may be awarded without competitive bidding with the express written authorization of the federal agency or state pass-through agency that awarded the federal funds so long as awarding the contract without competition is consistent with state law.

<END>



ASSISTANT COUNTY MANAGER - ENVIRONMENTAL/ COMMUNITY SAFETY

MEMORANDUM FOR THE AGENDA OF THE JUNE 10, 2021 AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: TRACY JACKSON, ASSISTANT COUNTY

MANAGER/ENVIRONMENTAL & COMMUNITY SAFETY

DATE: 5/27/2021

SUBJECT: NORTH CAROLINA DEPARTMENT OF HEALTH AND HUMAN

SERVICES LEASE FOR TRAINING SPACE LOCATED AT

DEPARTMENT OF SOCIAL SERVICES

Requested by: BRENDA JACKSON, SOCIAL SERVICES DIRECTOR

Presenter(s): TRACY JACKSON, ASSISTANT COUNTY

MANAGER/ENVIRONMENTAL & COMMUNITY SAFETY

BACKGROUND

The Department of Social Services (DSS) provides office and training space to the North Carolina Department of Health and Human Services (DHHS), at 1225 Ramsey Street in Fayetteville, under a lease that was first entered into in 2007. The lease provides office space and training rooms to DHHS staff for the training of the County's Social Workers. The current lease is set to expire September 30, 2021. The terms of the current lease include:

- Lease of 4,326 square feet (SF) of office space and training rooms
- Annual rent of \$56,238 payable in monthly installments of \$4,686.50 (equates to \$13/SF)
- Option to renew the lease for two (2) additional five (5) year periods with 60 days written notice of intent to renew
- Lessor provides utilities, janitorial services, parking, etc.

According to an official with DHHS, the lessor, the County, must determine the desired lease rate, if different from the current rate, for the upcoming lease proposal. However, the NC Department of Administration, State Property Office, who DHHS must work with in concert due to North Carolina General Statutes, is not one to

allow for large increases in cost, but would entertain a slight increase of 3% or less. If there is a 3% increase, then the annual rental rate would increase from \$56,238.00 to \$57,925.14 annual or from \$13.00 to \$13.39/SF. Given that the lease rate has not had an increase in some time, it is understandable that a lease rate increase should be expected. The DHHS Property Office mentions the 3% rate increase as a known acceptable rate increase from past lease situations. If the County decides to request a higher increase, then it will be up to the NC Department of Administration, State Property Office to further review, negotiate and conclude.

For reference, NC Probation and Parole leases space from the County at the \$15/SF rate and is located at 412 Russell Street (Cumberland County Community Corrections Center).

An intent to lease advertisement is not required since the prospective lessee is a governmental entity.

RECOMMENDATION / PROPOSED ACTION

Staff seeking approval to negotiate a lease agreement with NC DHHS for a rate up to \$15/SF of office and training space, located at 1225 Ramsey Street in Fayetteville. If there is consensus to proceed, staff will update the Board at its August 2021 Agenda Session regarding this matter.



OFFICE OF THE COUNTY MANAGER

MEMORANDUM FOR THE AGENDA OF THE JUNE 10, 2021 AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: NICHELLE GAINES, MISDEMEANOR DIVERSION PROGRAM/JCPC

COORDINATOR

DATE: 6/4/2021

SUBJECT: REQUEST TO INCREASE THE AGE IN THE PRECHARGE

MISDEMEANOR DIVERSION PROGRAM

Requested by: AMY CANNON, COUNTY MANAGER

Presenter(s): AMY CANNON, COUNTY MANAGER

BACKGROUND

On September 1, 2016, Cumberland County entered into a Memorandum of Understanding with the Judges, District Attorney, Public Defender, Sheriff's Office, Fayetteville Police, Hope Mills Police, and Spring Lake Police to create and establish the Precharge Misdemeanor Diversion Program (MDP).

The purpose of the MDP is to divert first-time arrests or citations of sixteen and seventeen year-olds with no adult criminal record for misdemeanor charges except Class B misdemeanors, and any misdemeanor offenses involving sexual offenses, firearms violations, and traffic offenses. A MDP representative employed with the Cumberland County Pre-Trial Services Department is responsible for administering the MDP program. At that time North Carolina was one of only two states that prosecuted all 16 and 17-year-olds charged with criminal offenses in the adult system. Even when charges are dismissed, if the arrest and court records are not expunged, the incident and youth's record of arrest follows him or her into adulthood, creating significant impediments to employment and education. The direct and indirect (or collateral) consequences of an arrest in the adult legal system can also have an impact on public benefits, housing, licenses, and legal residency status.

In 2017, Lawmakers passed Senate Bill 257, known as "Raise the Age" which raised the age of juvenile jurisdiction for non-violent crimes to age 18. Effective December 1, 2019, 16 and 17 year old individuals who commit crimes in North Carolina will no longer be charged in the adult criminal justice system.

Due to the legislation change, we are requesting approval to increase the age of the program from 16-17-year-

olds to 16-21-years of age. This change would allow younger adults to be diverted for first time misdemeanor offenses which would give this population the opportunity to not have the direct and indirect consequences of an arrest.

RECOMMENDATION / PROPOSED ACTION

The stakeholders of the Misdemeanor Diversion Program and staff recommend the support and approval of the Board of Commissioners to increase the age of the program from 16-17 to 16-21 years of age based on the legislative change, by placing this item on the June 21, 2021 Board of Commissioners' consent agenda.



OFFICE OF THE COUNTY ATTORNEY

MEMORANDUM FOR THE AGENDA OF THE JUNE 10, 2021 AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COUNTY ATTORNEY

DATE: 6/4/2021

SUBJECT: INTERLOCAL AGREEMENT WITH CITY OF FAYETTEVILLE TO

INSTALL SIDEWALK AT NORTH REGIONAL LIBRARY

Requested by: FAYETTEVILLE/CUMBERLAND COUNTY LIAISON COMMITTEE

Presenter(s): COUNTY ATTORNEY

BACKGROUND

At its April 16, 2021, meeting, the Fayetteville-Cumberland County Liaison Committee took action to approve the installation of a sidewalk at the North Regional Library as a joint project of the City and County. The attached draft interlocal agreement to undertake the project has been approved by the city attorney. The drawing of the project has not been completed by the City. Once the drawing is completed, it will be attached to the interlocal agreement. The interlocal agreement is for the City to design and install the sidewalk on the County's property with the City and County to share the cost, which is estimated at \$16,000 to \$25,000, and the County to be responsible for maintenance of the sidewalk thereafter.

RECOMMENDATION / PROPOSED ACTION

If the Board wishes to undertake this project, the county attorney recommends the Board approve the interlocal agreement and direct that it be placed on the consent agenda of the earliest regular board meeting after the project drawing is received from the City.

ATTACHMENTS:

Description
North Regional Library Sidewalk Agreement

Backup Material

Type

STATE OF NORTH CAROLINA

INTERLOCAL AGREEMENT

COUNTY OF CUMBERLAND

THIS INTERLOCAL AGREEMENT, made and entered into ______, 2021, by and between the City of Fayetteville, a North Carolina municipal corporation organized and existing under the laws of the State of North Carolina (hereinafter "the City"), and Cumberland County, a body corporate and politic and a political subdivision of the State of North Carolina (hereinafter "the County"). (Collectively, the City and the County are the "Parties"). WITNESSETH: WHEREAS, Part 1 of Article 20 of Chapter 160A of the North Carolina General Statutes authorizes the County and the City to enter into interlocal agreements in order to execute any undertaking on behalf of one another; and WHEREAS, the County and the City have determined that completing the sidewalk Street at the County's North Regional Branch Library will improve access for patrons who walk to the library; and NOW, THEREFORE, pursuant to Article 20 of Chapter 160A of the North Carolina General Statutes, and in consideration of the respective rights, powers, duties, and obligations hereinafter set forth, the County and the City agree as follows: **1. Purpose:** The parties agree to complete the sidewalk adjacent to Street located on the County's North Regional Library property within the City's jurisdiction in accordance with the attached drawing for the purpose of improving pedestrian access to the library (the "Project"). The County shall execute a temporary construction easement to the City in such form as requested by the City for the City to commence the Project.

- **2. Duration:** This Agreement shall become effective upon its ratification of the Parties' governing boards and shall extend until the Project is completed in accordance with the terms of the temporary construction easement the County shall grant unto the City.
 - **3.** No Joint Agency: This agreement does not establish any joint agency.
- **4. Personnel:** No personnel appointments are necessary to carry out this Agreement. The City, or subcontractor thereof, shall perform all work to complete the Project.
- **5. Financing:** The City estimates the cost of the Project to fall in the range of \$16,000 to \$25,000. The Parties agree to share the cost equally. The City shall invoice the County for County's half of the cost upon completion of the Project.
- **6. Ownership of Real Property; Maintenance:** The Project shall be located on the property of the County and the City shall not acquire any ownership interest in the County's real

property. Upon completion of the Project, the County shall be fully responsible to maintain the Project in accordance with the City's standards for sidewalk maintenance. The City shall have no responsibility for maintenance of the sidewalk.

- **7. Amendment:** The Parties may mutually amend this Agreement at any time by action taken by each Parties' governing board.
- **8. Termination:** Prior to the commencement of construction on the Project by the City, either Party may terminate this Agreement upon written notice emailed to the other Parties' respective city or county manager. After the commencement of construction on the Project by the City, this Agreement may not be terminated except by the agreement of the Parties.

This Agreement is ratified by the governing boards of the County and the City on the date indicated for each below.

This interlocal agreement for the Project to co was approved by the City Council of the City of	onstruct a sidewalk at the North Regional Library of Fayetteville, 2021.
(SEAL)	CITY OF FAYETTEVILLE
В	v:
	DOUGLAS J. HEWETT, ICMA-CM City Manager
	,
ATTEST:	
PAMELA J. MEGILL, City Clerk	
Approved for legal sufficiency:	

[Signature Page for the County follows]

KAREN M. MCDONALD, City Attorney

•	onstruct a sidewalk at the North Regional Library of Cumberland County
(SEAL)	CUMBERLAND COUNTY
В	y:
	AMY CANNON
	County Manager
ATTEST:	
CANDICE WHITE, County Clerk	
Approved for legal sufficiency:	
RICK MOOREFIELD, County Attorney	



OFFICE OF THE COUNTY ATTORNEY

MEMORANDUM FOR THE AGENDA OF THE JUNE 10, 2021 AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COUNTY ATTORNEY

DATE: 6/4/2021

SUBJECT: REQUEST OF CUMBERLAND COUNTY ABC BOARD TO INCREASE

THE SALARY OF THE GENERAL MANAGER ABOVE THE

STATUTORY LIMIT

Requested by: ABC BOARD

Presenter(s): COUNTY ATTORNEY

BACKGROUND

The Cumberland County ABC Board requests to increase the salary of its General Manager, David Horne, from \$128,125 to \$150,000. The request is attached. The request for approval is made to the board of commissioners because G.S. § 18B-700(g1) prohibits the ABC Board from exceeding the salary authorized by the General Assembly for the clerk of superior court in the county in which the ABC Board is established without the approval of the board of commissioners. G.S. § 7A-101 sets the salary of a clerk of court with 50-99 assistants at \$128,125 and with 100 or more at \$130,688.

RECOMMENDATION / PROPOSED ACTION

If the Board wishes to approve this request, the county attorney recommends adopting the following resolution:

Whereas, the Cumberland County ABC Board has requested the Board of Commissioners to approve the ABC Board's proposed salary increase for the General Manager David Horne from \$128,125 to \$150,000, an amount that exceeds the statutory salary for the clerk of court; and

Whereas, the ABC Board requests this increase for the reasons stated in the attached letter from ABC Board

Member Harold Lee Boughman, Jr., dated April 1, 2021; and

Whereas, the Board of Commissioners finds the requested salary increase to be reasonable and warranted for the reasons stated by the ABC Board.

Therefore, be it resolved that the Board of Commissioners approves the request of the Cumberland County ABC Board to increase the salary of the ABC Board's General Manager, David Horne, to \$150,000, an amount that exceeds the statutory salary of the clerk of superior court of Cumberland County.

Adopted June, 2021.	Cumberland County Board of Con By:	nmissioners
Attest:	Charles Evans, Chair	
Candice White, Clerk to the Board		
ATTACHMENTS:		
Description		Type
ABC BOARD REQUEST TO I	NCREASE SALARY	Backup Material

April 1, 2021



Cumberland County Board of Commissioners c/o Amy Cannon 117 Dick Street Fayetteville, NC 28301

Cumberland County Commissioners:

As a member of the Cumberland County ABC Board, I am writing to request the Cumberland County Commissioners take into consideration a salary increase for the Cumberland County ABC Board General Manager, David Horne.

During the August 10, 2020 Cumberland County ABC Board meeting, the ABC Board discussed and unanimously voted to seek an increase in the General Manager's salary to \$150,000.00. This increase would better reflect the salary of General Managers of other similar sized ABC Boards throughout the state, while recognizing the improved performance in the Cumberland County ABC Board's operations and financial results during his tenure. In addition, Mr. Horne has led the Board in the purchasing of a warehouse which should, in time, increase the profitability of the ABC Board. By increasing profitability, it will increase the money given to the County by the ABC Board so all profits are given to the County.

Sales have increased 38.56% in the past 5 years. Profit Distribution, which goes directly to Cumberland County, has increased by 71.95%, due to increased operational efficiency and cost reductions. If you take into account the change in Working Capital, Profit Distribution would have increased by 115.21% since 2016. The Cumberland County ABC Board has consistently beat the state average, for sales increases, over the last 36 months. In addition, it consistently outperforms the sales increase averages of the top state ABC Boards that routinely have \$3,000,000.00 in monthly sales. (Financial results and comparative General Manager salaries are attached on page 2).

In addition to the increased financial performance, Mr. Horne has managed to effectively reduce the operational support needed by the ABC system by eliminating 3 salaried positions that overlapped each other in responsibilities. These positions were no longer needed due to the improved efficiency in the day to day operation of the Cumberland County ABC stores, office and warehouse. Mr. Horne has effectively managed the workload of these 3 positions for the past 12 months. The savings in salary cost to the ABC Board and Cumberland County is approximately \$230,000.00 in annual salary.

I would hope you would consider and approve this request submitted by the Cumberland County ABC Board.

Sincerely,

Harold Lee Boughman, Jr.

Cumberland County ABC Board Member

Years	Total to County	Total to the County if you Include the \$1,000,000 Increase in Working Capital	Total Gross Sales
2016 2017	\$ 2,527,308.00 \$ 3,062,346.76		\$ 32,846,314.51 \$ 35,104,647.53
2018 2019	\$ 3,894,398.33 \$ 3,792,657.80	\$ 4,792,657.80	\$ 36,386,430.10 \$ 39,938,359.74
2020	\$ 4,345,790.00	\$ 5,345,790.00	\$ 45,511,902.89
# Working Capita	I Increased by \$1,000,00	0 in 2019, 2020	

ABC Board	General Manager Salary Top Sales Boards
Mecklenburg	194,463
Wake	194,463
Greensboro	155,000
Asheville	165,422
New Hanover	137,886
Durham	132,000
Triad	130,688
Nash	130,000
Cumberland	128,125
Catawba	125,000



FINANCE OFFICE

MEMORANDUM FOR THE AGENDA OF THE JUNE 10, 2021 AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: VICKI EVANS, FINANCE DIRECTOR

DATE: 5/26/2021

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, April year-to-date. Additional detail has been provided on a separate page explaining percentages that may appear inconsistent with year-to-date expectations.

RECOMMENDATION / PROPOSED ACTION

No action needed - for discussion and information purposes only.

ATTACHMENTS:

Description

Monthly Financial Report Backup Material

County of Cumberland General Fund Revenues

					YTD ACTUAL	
		FY19-20	FY20-21	FY20-21	(unaudited) AS OF	PERCENT OF
REVENUES		AUDITED	ADOPTED BUDGET	REVISED BUDGET	April 30, 2021	BUDGET TO DATE
Ad Valorem Taxes						
Current Year	\$	166,739,244	\$ 165,908,675	165,908,675	\$ 167,643,212	101.0% (1)
Prior Years		817,964	897,000	897,000	1,454,011	162.1%
Motor Vehicles		20,340,183	19,955,512	19,955,512	16,920,559	84.8% (2)
Penalties and Interest		773,447	712,000	712,000	562,050	78.9%
Other		835,588	1,025,000	1,025,000	832,577	81.2%
Total Ad Valorem Taxes		189,506,426	188,498,187	188,498,187	187,412,408	99.4%
Other Taxes						
Sales		47,282,838	41,542,711	41,542,711	31,231,029	75.2% (3)
Real Estate Transfer		1,689,875	1,450,000	1,450,000	1,768,069	121.9%
Other		909,559	959,000	959,000	362,847	37.8%
Total Other Taxes		49,882,272	43,951,711	43,951,711	33,361,944	75.9%
Unrestricted & Restricted Intergovernmental Revenues		61,437,895	68,389,413	78,845,118	47,767,958	60.6% (4)
Charges for Services		14,524,383	13,072,456	13,072,456	9,111,035	69.7% (5)
Other Sources (includes Transfers In)		3,048,166	1,710,608	1,826,237	1,428,585	78.2%
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	5,838,293	5,742,107	98.4%
Total Revenue	\$	322,411,198	\$ 319,634,431	330,205,765	\$ 283,395,452	85.8%
Fund Balance Appropriation			8,663,701	18,454,959	-	0.0%
Total Funding Sources	\$	322,411,198	\$ 328,298,132	\$ 348,660,724	\$ 283,395,452	81.3%

County of Cumberland General Fund Expenditures

				YTD ACTUAL	
	FY19-20	FY20-21	FY20-21	(unaudited) AS OF	PERCENT OF
DEPARTMENTS	AUDITED	ADOPTED BUDGET	REVISED BUDGET	April 30, 2021	BUDGET TO DATE **
Governing Body \$	612,702	\$ 674,975	\$ 693,619	\$ 513,902	74.1%
Administration	1,682,579	1,814,947	1,835,664	1,322,628	72.1%
Public Affairs/Education	661,051	885,902	898,331	585,396	65.2%
Human Resources	1,009,126	1,009,875	1,028,519	792,454	77.0%
Print, Mail, and Design	643,314	756,378	793,664	659,070	83.0%
Court Facilities	114,371	156,220	156,220	103,565	66.3%
Facilities Maintenance	967,335	1,202,491	1,419,688	997,792	70.3%
Landscaping & Grounds	690,227	702,394	727,182	569,340	78.3%
Carpentry	211,909	228,058	234,273	172,427	73.6%
Facilities Management	1,259,321	1,523,436	1,572,880	1,152,121	73.2%
Public Buildings Janitorial	784,441	870,951	1,044,344	736,441	70.5%
Central Maintenance	590,365	672,722	711,468	550,688	77.4%
Information Services	5,552,864	5,323,420	6,073,408	4,045,947	66.6%
Board of Elections	1,400,349	1,673,589	2,083,957	1,680,624	80.6%
Finance	1,299,307	1,418,140	1,449,215	1,104,994	76.2%
Legal	631,925	807,290	936,155	548,582	58.6% (1)
Register of Deeds	2,435,628	2,526,950	3,015,363	1,823,295	60.5%
Tax	5,625,153	6,271,825	6,466,523	4,592,985	71.0%
General Government Other	2,976,609	7,003,558	10,417,019	5,497,809	52.8% (2)
Sheriff	48,610,275	53,395,158	54,907,538	37,070,257	67.5%
Emergency Services	3,655,978	4,310,596	4,552,457	3,320,842	72.9%
Criminal Justice Pretrial	563,625	588,662	629,211	437,648	69.6%
Youth Diversion	31,665	35,671	35,671	24,808	69.5%
Animal Services	3,283,993	3,484,642	3,786,204	2,642,751	69.8%
Public Safety Other (Medical Examiners, NC Detention Subsidy)	1,062,544	1,213,209	1,213,209	814,775	67.2%
Health	21,068,569	24,301,667	30,445,942	18,079,749	59.4% (3)
Mental Health	5,316,988	5,519,255	5,524,489	4,096,756	74.2%
Social Services	56,772,920	63,278,940	64,636,485	43,721,298	67.6%
Veteran Services	426,127	452,713	465,142	348,523	74.9%
Child Support	4,929,310	5,595,639	5,593,567	4,151,516	74.2%
Spring Lake Resource Administration	29,503	34,542	34,542	20,580	59.6% (4)

County of Cumberland General Fund Expenditures

				YTD ACTUAL	
	FY19-20	FY20-21	FY20-21	(unaudited) AS OF	PERCENT OF
DEPARTMENTS	AUDITED	ADOPTED BUDGET	REVISED BUDGET	April 30, 2021	BUDGET TO DATE **
Library	10,168,162	10,036,208	10,505,184	7,618,726	72.5%
Culture Recreation Other (Some of the Community Funding)	260,568	260,569	260,569	244,782	93.9% (5)
Planning	2,711,212	3,271,297	3,335,814	2,374,543	71.2%
Engineering	978,925	585,162	592,711	294,492	49.7% (6)
Cooperative Extension	558,569	799,384	809,742	503,069	62.1%
Location Services	192,231	257,796	269,929	166,500	61.7%
Soil Conservation	183,211	151,537	2,707,668	171,351	6.3% (7)
Public Utilities	85,108	87,602	94,554	75,212	79.5%
Economic Physical Development Other	20,000	20,000	20,000	20,000	100.0%
Industrial Park	2,220	2,212	20,087	2,227	11.1% (8)
Economic Incentive	402,406	461,947	709,947	384,910	54.2% (9)
Water and Sewer	20,287	250,000	400,189	122,465	30.6% (10)
Education	94,408,174	94,411,029	94,411,029	77,665,243	82.3%
Other Uses:					
Transfers Out	 30,131,528	19,969,574	21,141,352	733,608	3.5% (11)
TOTAL	\$ 315,022,674	\$ 328,298,132	\$ 348,660,724	\$ 232,556,688	66.7%

	YTD ACTUAL							
	FY19-20		FY20-21		FY20-21	(unaudited) AS OF	PERCENT OF
Expenditures by Category	UNAUDITED	AD	OPTED BUDGET	RE	EVISED BUDGET		April 30, 2021	BUDGET TO DATE
Personnel Expenditures	\$ 131,852,636	\$	149,112,328	\$	149,086,497	\$	107,275,644	72.0%
Operating Expenditures	151,277,149		158,589,325		176,123,784		122,911,662	69.8%
Capital Outlay	1,761,361		626,905		2,309,091		1,635,773	70.8%
Transfers To Other Funds	 30,131,528		19,969,574		21,141,352		733,608	3.5% (11)
TOTAL	\$ 315,022,674	\$	328,298,132	\$	348,660,724	\$	232,556,688	66.7%

COUNTY OF CUMBERLAND

Fiscal Year 2021 - April Year-to-Date Actuals (Report Run Date: May 25, 2021)

Additional Detail

General Fund Revenues

*

- Current Year Ad Valorem 101.0% The bulk of revenues are typically recorded between November January.
- (2) Motor Vehicles 84.8% YTD Actual reflects 9 months of collections.
- (3) Sales Tax 75.2% There is a three month lag. YTD Actual reflects 7 months of collections.
- (4) Unrestricted/Restricted Intergovernmental 60.6% There is typically a one to two month lag in receipt of this funding.
- (5) Charges for Services 69.7% 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) Legal 58.6% Personnel costs are low as a result of multiple vacancies in the department earlier in the fiscal year.
- (2) **General Government Other 52.8**% The revised budget includes expenditures allocating an additional \$4.7M of CARES Act funding to be utilized in this fiscal year.
- (3) Health 59.4% Approximately \$2.7M in state funds were recently budgeted for COVID response and are unexpended.
- (4) Spring Lake Resource Administration 59.6% Expenditures are in line with past fiscal year trends at this point in the fiscal year.
- (5) **Culture Recreation Other 93.9%** Payment to Airborne & Special Operations Museum is usually in 2 installments, but was paid as one in March.
- (6) Engineering 49.7% Personnel costs are low as a result of vacancies in the department.
- (7) **Soil Conservation 6.3%** 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.
- (8) **Industrial Park 11.1%** 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.
- (9) **Economic Incentive 54.2%** Economic incentives are paid when the company complies.
- (10) Water and Sewer 30.6% A re-appropriation in the amount of \$150,189 was approved by the BOCC earlier n the fiscal year but not yet utilized.
- (11) **Transfers Out 3.5%** Transfers are often prepared toward the end of the fiscal year.



RISK MANAGEMENT

MEMORANDUM FOR THE AGENDA OF THE JUNE 10, 2021 AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: JULIE A. CRAWFORD, BENEFITS COORDINATOR

DATE: 5/25/2021

SUBJECT: HEALTH INSURANCE UPDATE

Requested by: AMY H. CANNON, COUNTY MANAGER

Presenter(s): NA

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 3.02% for the month of April as compared to the same month in FY20. To provide some perspective, below is the ten-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 April \$16,486,475

Less year to date stop loss credits \$16,482,140

Net year to date claims and premium payment through April \$16,004,335

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

FY17 \$1,473,137 FY18 \$1,490,701 FY19 \$1,807,663 FY20 \$1,582,734 FY21 \$1,648,647

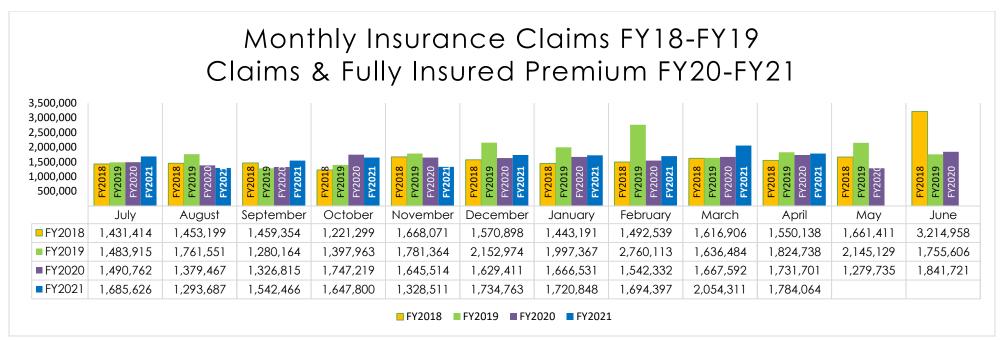
RECOMMENDATION / PROPOSED ACTION

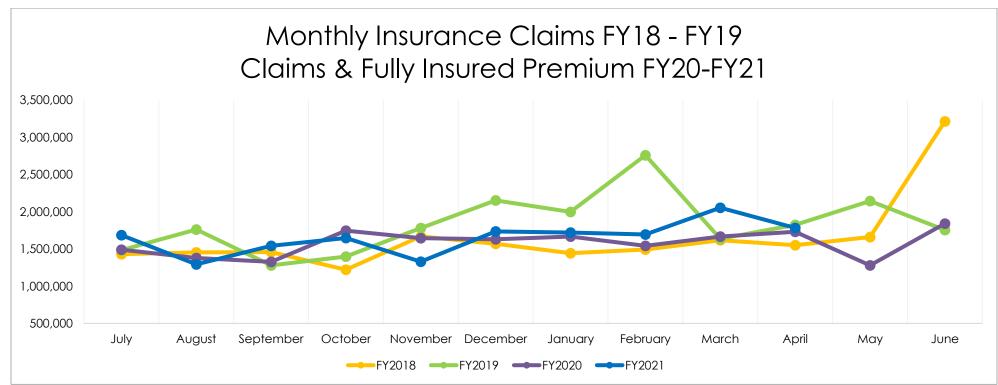
No action needed - for discussion and information purposes only.

ATTACHMENTS:

Description

Health Insurance Graphs Backup Material







OFFICE OF THE COUNTY MANAGER

MEMORANDUM FOR THE AGENDA OF THE JUNE 10, 2021 AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: AMY CANNON, COUNTY MANAGER

DATE: 6/4/2021

SUBJECT: CORONAVIRUS RELIEF FUNDS (CRF) PLAN UPDATE

Requested by: AMY CANNON, COUNTY MANAGER

Presenter(s): AMY CANNON, 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 Backup Material

CORONAVIRUS RELIEF FUND (CRF) AUTHORIZED PROJECT STATUS AS OF May 31, 2021

Approved Project		Original Budget	YTD Actual + Encumbrance	 Iternate enditures	R	emaining
Row Labels	Sum o	f Estimated Price				
Protective Barriers	\$	32,030	\$ 26,221	\$ -	\$	5,809
Office/Workspace Modifications		693,929	585,480	19,233		89,216
Other Expenses		296,835	83,951	131,623		81,261
Public Health COVID Response		1,300,000	-	515,041		784,959
Technology		2,538,847	2,532,750	-		6,097
Virtual Learning Centers		270,000	265,432	-		4,568
Volunteer Fire Departments		500,000	500,000	_		_
APPROVED PLAN TOTAL	\$	5,631,641	\$ 3,993,835	\$ 665,897	\$	971,910



COMMUNITY DEVELOPMENT

MEMORANDUM FOR THE AGENDA OF THE JUNE 10, 2021 AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: DEE TAYLOR, DIRECTOR OF COMMUNITY DEVELOPMENT

DATE: 5/26/2021

SUBJECT: COMMUNITY DEVELOPMENT BLOCK GRANT - DISASTER

RECOVERY (CDBG-DR) UPDATE

Requested by: AMY H. CANNON, COUNTY MANAGER

Presenter(s): DEE TAYLOR, DIRECTOR OF COMMUNITY DEVELOPMENT

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 informational purposes only.

ATTACHMENTS:

Description

Cumberland County Disaster Recovery Programs Update

Backup Material

CUMBERLAND COUNTY DISASTER RECOVERY PROGRAMS UPDATE FOR THE JUNE 10, 2021

BOARD OF COMMISSIONERS' AGENDA SESSION

Status as of May 31, 2021:

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

- Cumberland County Community Development has issued the Invitation to Bids for the construction of the Robin's Meadow Permanent Housing Program. The bids from contractors are due by June 17, 2021.
- The City of Fayetteville completed the final commercial review of the project. Within the next week, Cumberland County Community Development will post the invitation for bids for the construction of the project;
- On April 15, 2021, a virtual meeting was held between Tracey Colores (NCORR), Dee Taylor (CCCD), and Devon Newton (CCCD). Tracey provided an update on the status of the request for additional funds to support the project. NCORR is planning to provide additional funding. The additional funds requested by CCCD will only be eligible for construction activities. There were challenges with obtaining additional funding to assist with supportive services. The official letter and amended sub recipient agreement from NCORR is forthcoming. An updated Project Information Form will also need to be submitted;
- 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:
 - o Sylvia McLean, P.T. Community Development (CD) Consultant



ENGINEERING AND INFRASTRUCTURE DEPARTMENT

MEMORANDUM FOR THE AGENDA OF THE JUNE 10, 2021 AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: JERMAINE WALKER, COUNTY ENGINEER

DATE: 6/4/2021

SUBJECT: PROJECT UPDATES

Requested by: BOARD OF COMMISSIONERS

Presenter(s): JERMAINE WALKER, COUNTY ENGINEER

BACKGROUND

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

RECOMMENDATION / PROPOSED ACTION

No action is necessary. This if for information only.

ATTACHMENTS:

Description

PROJECT UPDATES

Backup Material

MON.	ГНІ У	PRO	GRESS	REPORT

Project Location	Contract Amount	Project Status	Contract Start Date	Contract Duration
500 Executive Place - Cumberland County Emergency Services		Project is well underway. All demolition with the exception of the existing roof has been completed. Coordinating with PWC for transformer location and connection of external		
Center	\$16.8M	automatic transfer switch. Utility work is expected to start week of June 7, 2021.	3/8/2021	360 days
Spring Lake Library Pneumatic Controls	\$60,000.00	JCI replaced the pneumatic controls with direct digital controls (DDC). Project completed as of May 28, 2021.	N/A	N/A
DSS Pneumatic Controls	\$70,000.00	JCI is 30% complete with replacing the pneumatic controls with direct digital controls (DDC). Awaiting parts. Estimated completion date is July 30, 2021.	N/A	N/A
Spring Lake Family Resource Center, Pnuematic Controls	\$60,000.00	JCI replaced the pneumatic controls with direct digital controls (DDC). Project completed as of June 2, 2021.	N/A	N/A
Spring Lake Family Resource Center, Chiller Replacement	\$197,000.00	Project awarded to Boilermasters for \$197,000. Legal approved contract on April 23, 2021. Materials are on order. Expected arrival EOM July, 2021. Expected completion is mid-September 2021.	N/A	90 days
BMF, Bordeaux Library, West Regional Library	\$143,284.00	Project awarded for various improvements to all 3 buildings (BMF - recoat metal roof, Bordeaux - close gap in wood trim, seal windows, replace 1 window, West Regional - water repellant on glulam beams, decking repairs). Project completed as of May 28, 2021.	N/A	N/A
LEC Elevator Modernization Project	\$1,362,557.00	Work on all 3 elevators is complete. Additional DOL-identified deficiencies have been corrected. Waterproofing is the only work remaining. Pending Change Order #6 estimated completion date is June 18, 2021.	4/6/2020	179 days
Crown Coliseum Cooling Tower Replacement	\$649,000.00	Project completed as of June 2, 2021.	5/18/2020	93 days
Crown Coliseum Parking Lot Improvement Project (Areas 1, 2, & 3)	\$714,979.70	Asphalt paving, sidewalk replacement, and handrail painting are all complete. Electrical (lamp) repairs outstanding. Project extended two weeks due to improperly rated LEDs. Proper materials on order. Estimated completion date is now June 25, 2021.	3/16/2020	120 days
Crown Coliseum ADA Bathroom and Ticket Booth Renovations	\$541,217.00	Overall construction approximately 99% complete. Still awaiting manufacturer shipment to complete application of Zoloturn to interior wall surfaces. Estimated completion date is June 30, 2021.	9/14/2020	180 days

Updated: 6/3/2021